



**AMENDMENT TO:  
TOWN OF BUCKSPORT  
LAND USE PERMIT APPLICATION  
LEVEL 2 REVIEW**

**FOR**

**MAINE MARITIME ACADEMY  
BUCKSPORT, MAINE**

**Applicant:** Maine Maritime Academy  
1 Pleasant Street  
Castine, Maine 04420



**SEPTEMBER 2020  
JN: 10955.005**

**Application Prepared By:**

CES, Inc.  
Jon Whitten, P.E.  
One Merchants Plaza  
7<sup>th</sup> Floor  
Bangor, Maine 04401  
207.989.4824



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Suite 701  
Bangor, ME 04401  
207.989.4824

[www.cesincusa.com](http://www.cesincusa.com)

# MEMO

**To:** Luke Chiavelli, Code Enforcement Officer - Town of Bucksport

**From:** Jon Whitten, PE, Senior Project Manager - CES, Inc.

**Re:** Maine Maritime Academy | Level 2 Review Application

**Date:** September 25, 2020

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CES, Inc. (CES) has reviewed and addressed the Level 2 Application Content Review checklist for the Maine Maritime Academy Level 2 Review Application prepared for the Town of Bucksport. The checklist identified various items that are considered incomplete. These items are provided below in *italics*, followed by the response from CES in **bold**.

*4. A required fee has been submitted in the amount of \$200.*

**The Applicant will be providing the fee of \$200 directly to the Town.**

*18. Footprint and height dimensions of buildings and other structures.*

**The height of proposed buildings will not exceed 45-feet. This information has been added in the Zoning Dimensions table on the revised Site Plan, attached.**

*20. Percent of lot coverage by structures and non-vegetated surfaces in any shoreland district.*

**The percent of lot coverage in post-development conditions will be 76.2%, which is less than the current lot coverage at 92.0%. This information has also been added to the Zoning Dimensions table on the revised Site Plan.**

*34. The location of street lamps.*

**Street lamps are not being proposed for this development. Instead, wall-pack lighting will be installed along the proposed building perimeters. Wall-pack locations are shown on the revised Site Plan.**

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

**The large trees and green space at the main entrance will be maintained and smaller pockets of green space and plantings will be developed between the new parking and building. As discussed in *Section 18 – Buffers and Screening*, existing plantings and vegetation will be maintained to the greatest extent possible.**

JN: 10955.005

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# TOWN OF BUCKSPORT APPLICATION FOR A LAND USE/BUILDING PERMIT

### APPLICANT INFORMATION

NAME Maine Maritime Academy, Attn: Alan Chace  
 MAIL ADDRESS 1 Pleasant Street  
Castine, Maine 04420  
 HOME PHONE \_\_\_\_\_ WORK PHONE 207-326-2277 (CES, Inc. 207-989-48234)  
 E-MAIL ADDRESS alan.chace@mma.edu (CES, Inc. jwhitten@cesincusa.com)

Agent: CES, Inc. (Attn: Jon Whitten, Jr. PE), One Merchants Plaza, Suite 701, Bangor, Maine 04401

### DESCRIPTION OF PROPERTY WHERE THE PROPOSED PROJECT WILL BE LOCATED:

STREET ADDRESS: N/A

TAX MAP # 1 LOT # 10-4 SIZE: 3.91 ACRES FRONTAGE: (STREET) 0 FT. (SHORE) 0 FT.  
Lot is accessed through easement.

<b>IS THE APPLICANT THE OWNER OF THE ABOVE-DESCRIBED PROPERTY?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<small>IF THE APPLICANT IS NOT THE PROPERTY OWNER, THEN THE PROPERTY OWNER MUST PROVIDE WRITTEN CONSENT FOR THE PROPOSED PROJECT. THE CONSENT MUST BE SUBMITTED WITH THIS APPLICATION.</small>

**PLEASE IDENTIFY THE MOST RECENT USE OF THE PROPERTY:**  
 RESIDENTIAL
  COMMERCIAL
  NONCOMMERCIAL (NONPROFIT, GOVERNMENTAL)
  UNDEVELOPED  
 Institutional (Education)

**PLEASE DESCRIBE THE PROPOSED PROJECT:** (If you are proposing a new land use, describe the use in detail. If you are proposing a new structure or addition, describe the size, number of stories, and how it will be occupied. For dwellings, identify the total number of bedrooms. Include a description of any deck or porch to be included in the project. If you are proposing to renovate or rehabilitate a structure, describe what structural changes are to be made and for what purpose. Be as detailed as possible when describing the project, and use additional paper if needed.)

The project will involve the re-development construction of a continuing education and training campus for the "Center for Professional Mariner Development" program at Maine Maritime Academy.

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TOTAL FLOOR AREA OF PROPOSED CONSTRUCTION: 9,675 SQ. FT.  
 TOTAL FLOOR AREA OF PROPOSED RENOVATION OR REHABILITATION: 0 SQ. FT.

<b>IF THE PROPOSED PROJECT INCLUDES THE INSTALLATION OF A MANUFACTURED HOME, THE FOLLOWING INFORMATION IS REQUIRED:</b> => DATE OF MANUFACTURE _____ WIND ZONE RATING _____ ROOF LOAD RATING _____ PSF => FOR NEW HOMES, EVIDENCE THAT SALES TAX OR USE TAX WAS PAID. => FOR USED HOMES, EVIDENCE THAT PROPERTY TAXES HAVE BEEN PAID IN THE MUNICIPALITY WHERE THE HOME WAS LAST LOCATED.
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ESTIMATED COST OF PROPOSED LAND USE ACTIVITY  
 (EXCLUDING PROPERTY ACQUISITION COSTS): \$ 5,606,332

## SITE PLAN

THE SITE PLAN MAY BE DRAWN BELOW OR SUBMITTED ON A SEPARATE SHEET. THE SITE PLAN MUST INCLUDE THE FOLLOWING INFORMATION, AS APPLICABLE:

- LOCATION OF LOT LINES AND THE STREET PROVIDING ACCESS TO THE LOT.
- LOCATION OF EXISTING STRUCTURES ON THE LOT.
- LOCATION OF PROPOSED NEW CONSTRUCTION OR INSTALLATION ON THE LOT.
- SETBACK OF PROPOSED STRUCTURES FROM LOT LINES & FROM WATERBODIES OR WETLANDS, IF ANY.
- LOCATION OF DRIVEWAY & PARKING AREAS.
- LOCATION OF SEPTIC SYSTEM & WELL, IF ANY.
- LOCATION OF PUBLIC SEWER AND WATER LINES, IF ANY.

Please see Appendix C - Civil Plan Set.

THE PROPOSED PROJECT WILL INCLUDE THE FOLLOWING SITE IMPROVEMENT ACTIVITIES:  
(CHECK WHERE APPLICABLE)

- |   |   |
|---|---|
| <input type="checkbox"/> CLEARING OF VEGETATION                         | <input type="checkbox"/> LANDSCAPING, BUFFERS, SCREENING    |
| <input checked="" type="checkbox"/> EARTH MOVING, FILLING OR EXCAVATION | <input type="checkbox"/> BLASTING OF LEDGE                  |
| <input checked="" type="checkbox"/> STORMWATER DRAINAGE                 | <input type="checkbox"/> SEPTIC SYSTEM                      |
| <input checked="" type="checkbox"/> PUBLIC SEWER CONNECTION             | <input checked="" type="checkbox"/> PUBLIC WATER CONNECTION |
| <input type="checkbox"/> WATER WELL                                     | <input checked="" type="checkbox"/> ELECTRIC SERVICE        |
| <input type="checkbox"/> DRIVEWAY ENTRANCE                              | <input type="checkbox"/> OTHER (DESCRIBE)                   |

- ❖ IF THE PROPOSED PROJECT REQUIRES A NEW, EXPANDED, OR REPLACEMENT SEPTIC SYSTEM, A DESIGN PREPARED BY A QUALIFIED PROFESSIONAL MUST BE SUBMITTED WITH THIS APPLICATION.
- ❖ IF THE PROPOSED PROJECT IMPACTS THE USE OF AN EXISTING SEPTIC SYSTEM, EVIDENCE MUST BE SUBMITTED VERIFYING THAT THE SYSTEM IS SUITABLE FOR THE USE AND NOT MALFUNCTIONING.
- ❖ IF THE PROPOSED PROJECT REQUIRES A CONNECTION TO THE PUBLIC SEWER, A SEWER PERMIT MUST BE SUBMITTED WITH THIS APPLICATION.
- ❖ IF THE PROPOSED PROJECT REQUIRES A NEW DRIVEWAY ENTRANCE OR A RECLASSIFICATION OF AN EXISTING ENTRANCE, AN ENTRANCE PERMIT MUST BE SUBMITTED WITH THIS APPLICATION.
- ❖ SOME LAND USES MAY ALSO REQUIRE OTHER LOCAL, STATE AND/OR FEDERAL PERMITS OR APPROVALS. PLEASE CONTACT THE CODE ENFORCEMENT OFFICE FOR FURTHER INFORMATION.
- ❖ IF THE APPLICATION IS SUBJECT TO PLANNING BOARD APPROVAL, ADDITIONAL SITE PLAN DOCUMENTATION MAY BE REQUIRED. (SEE LEVEL 2 REVIEW SUPPLEMENTAL INFORMATION)

**AS OF JULY 1, 2012, THE TOWN OF BUCKSPORT IS REQUIRED TO ENFORCE THE MAINE UNIFORM BUILDING AND ENERGY CODE. TO PROPERLY REVIEW PROPOSED CONSTRUCTION FOR COMPLIANCE WITH THIS CODE, DETAILED PLANS MAY BE REQUIRED BY THE CODE ENFORCEMENT OFFICE, OR BY A THIRD-PARTY INSPECTOR THAT MAY BE INVOLVED IN THE PROJECT. PLEASE CONTACT THE CODE ENFORCMENT OFFICE FOR FURTHER INFORMATION.**

*AS PROPERTY OWNER OR AUTHORIZED AGENT OF THE PROPERTY OWNER, I CERTIFY THAT ALL THE INFORMATION CONTAINED WITHIN THIS APPLICATION, INCLUDING ATTACHMENTS, IF ANY, IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE.*

Richard Rosen VP Financial & Institutional Scv  
OWNER OR AUTHORIZED AGENT

DATE September 21, 2020

\_\_\_\_\_  
OWNER OR AUTHORIZED AGENT

DATE \_\_\_\_\_

PLEASE RETURN THIS APPLICATION AND ATTACHMENTS TO: BUCKSPORT TOWN OFFICE, 50 MAIN STREET  
TEL. 207-469-7368 FAX. 207-469-7369 P.O DRAWER X, BUCKSPORT, ME 04416  
E-MAIL. ceo@bucksportmaine.gov

APPLICATION REVISED ON 08-01-12	OFFICE USE
DATE REC. _____	ZONING _____
LAND USE DESCRIPTION _____	
REQUIRED REVIEW:    ___ LEVEL 1    ___ LEVEL 2	FEE _____
ABUTTER NOTICE SENT ON _____	REVIEW DATE _____
NONCONFORMING CONDITION _____	
NOTES:	

**TOWN OF BUCKSPORT  
LAND USE/BUILDING PERMIT APPLICATION**

**SUPPLEMENTAL INFORMATION FOR APPLICATIONS  
SUBJECT TO LEVEL 2 REVIEW BY THE PLANNING BOARD**

THIS FORM (PAGE 1) AND A SITE PLAN COMPLYING WITH THE REQUIREMENTS IDENTIFIED BELOW MUST BE SUBMITTED WITH ANY APPLICATION FOR A LAND USE/BUILDING PERMIT THAT IS SUBJECT TO LEVEL 2 REVIEW. PLEASE CHECK EACH BOX TO INDICATE COMPLIANCE, IF APPLICABLE.

Site plans must comply with the following basic format:

- Black ink on white paper at a scale of one inch equals not more than 100 feet. 10 copies must be provided.
- Paper size no larger than 24" x 36", with a margin of at least one inch, and two inches on the left side for binding purposes.

Site plans must include the following basic identifying information:

- The project name, the name of the municipality, name and address of the record owner of the property being developed and the name and address of the project developer.
- Districts affecting the lot to be developed and contiguous lots.
- Name, address, license number, seal and signature of the surveyor providing surveying data.
- Name, address, license number, seal and signature of the engineer providing engineering data, if any.
- Tax map and lot identification of the property.
- A location map based on a U.S.G.S. topographic map.
- A north point arrow and a graphic scale.

Site plans must include the following basic dimensional information:

- Size, in acres, of the property.
- Bearings and lengths of the boundary lines of the property to be developed, as identified by a standard boundary survey.
- Width of street frontage and shoreline frontage.
- Footprint and height dimensions of buildings and other structures.
- Setback dimensions of buildings and other structures.
- Percent of lot coverage by structures and non-vegetated surfaces in any shoreland district.

Site plans must include identification of the following natural features of the property to be developed, as may be applicable:

- Topography, shown as contour lines at intervals not to exceed 20 feet
- Cleared or natural openings in the vegetation, including timber harvests.
- N/A Water bodies, including ponds, rivers, streams, tributary streams and wetlands.
- N/A The location of essential habitat for rare, threatened and endangered plants and animals.
- N/A Approximate locations of ledge outcroppings.
- Surface water drainage flow patterns.
- N/A The location of significant sand and gravel aquifers.
- The location of any other natural features or unique site elements.

Site plans must include the following site development information, as may be applicable:

- The location of proposed and existing structures.
- The location and size of sewer and water utilities, including manholes and hydrants.
- The location of power, telephone and cable utilities including the location of utility poles for above-ground service.
- The location of proposed utility service connections.
- The location, width, typical cross-section, grades and profiles of all proposed streets and sidewalks.
- The location of street lamps.
- N/A The location of subsurface wastewater disposal system soil test pits.
- A stormwater management plan, including erosion and sedimentation control measures, and the location and dimensions of culverts, ditches, catch basins and curbing.
- The location and right-of-way width of any street providing direct access to the property to be developed.
- The location, dimensions and purpose of any existing or proposed easement.
- The location of parking areas.
- The location of any pedestrian ways, open spaces, parks and other areas to be reserved for or dedicated to public use and/or ownership.
- N/A A planting plan and schedule keyed to the site plan indicating the general species and sizes of trees, shrubs, and other plants to be planted on the site.

## LEVEL 2 REVIEW PROCEDURES

### PRE-APPLICATION MEETING

- 1) Purpose: To exchange information between the CEO and a pre-applicant concerning a proposed project and the application review process.
- 2) Timing: The CEO may conduct a pre-application meeting upon initial contact by a pre-applicant or a meeting may be scheduled. A pre-application meeting with the planning board may also be scheduled upon request. A pre-application meeting is optional.
- 3) Procedure: The CEO and planning board shall establish the appropriate procedures for their respective pre-application meetings to meet the needs of each pre-applicant.

### PRELIMINARY REVIEW

- 1) Purpose: To identify compliance with minimum application content requirements.
- 2) Timing: The review must commence within one week of receipt of an application by the CEO.
- 3) Procedure: Preliminary reviews must proceed as follows:
  - a) The CEO shall review the application and provide written notification to the applicant of any identified omissions. The applicant may request a waiver of identified omissions. The request must be in writing and submitted to the CEO, who shall submit the request to the planning board during the application presentation.

### DEPARTMENT REVIEW

- 1) Purpose: To identify any impacts a proposed land use may have on municipal services.
- 2) Timing: The review must commence upon submission of an application by the CEO to the town manager.
- 3) Procedure: A department review must proceed as follows:
  - a) The CEO shall submit copies of the application to the town manager for distribution to department directors whose department services may be impacted by the proposed development. Written comments must also be requested from the town's public water supplier, if the proposed development requires public water service.
  - b) The town manager shall forward all written comments from the department directors to the CEO, who shall submit them to the planning board during the application presentation.

### PUBLIC NOTIFICATION

- 1) Purpose: To give written notice of a proposed land use to owners of property within close proximity to the development site.
- 2) Timing: The notice to property owners must be sent at least one week before the date when the application will be presented to the planning board.
- 3) Procedure: Public notification must proceed as follows:
  - a) The CEO shall send a notice describing the proposed land use, its location and the applicant's name via US First Class Mail to all owners of property within 100 feet of the boundaries of the property to be developed. The notice must also include the date, time and location of the meeting at which the application will be submitted to the planning board. A copy of the notice must be provided to the applicant.

### APPLICATION PRESENTATION

- 1) Purpose: To provide the planning board and public in attendance with a general description of a proposed land use development.
- 2) Timing: The application presentation must take place at the first available planning board meeting after conclusion of the preliminary review and department review.
- 3) Procedure: An application presentation must proceed as follows:
  - a) The CEO shall conduct an oral presentation to describe the proposed project. The presentation may include visual aids such as photographs and drawings. The CEO shall also provide the board with any waiver requests submitted by the applicant.
  - b) Upon conclusion of the CEO's presentation, the applicant may conduct a presentation.
  - c) The board may consider any waiver request upon conclusion of all presentations. A decision to grant a waiver may be postponed until applicable land use standards have been reviewed at the appropriate time. All waiver request decisions must be made in accordance with the requirements in Section 17.

### PUBLIC COMMENT PERIOD

- 1) Purpose: To provide the public an opportunity to comment on or ask questions about a proposed land use.
- 2) Timing: A public comment period must be allowed during the first review of an application.
- 3) Procedure: A public comment period must proceed as follows:
  - a) Upon conclusion of the application presentation, the chairman shall open a public comment period and allow comments and questions from the public. A public comment period is not intended to be a venue for discussion between parties, but the chairman may allow the applicant to respond to comments or questions at the time they are submitted, if appropriate. The chairman shall regulate the proceeding to ensure an efficient use of time.
  - b) Comments and questions submitted during the public comment period shall be addressed by the board at the appropriate point during their review of the application, as determined by the chairman.
  - c) The chairman shall set a reasonable time to conclude the public comment period so as to allow the conduct of other business of the board. If the time allotted for a public comment period is insufficient to allow for all public input, the chairman may allow additional time or continue the proceeding at the next available meeting. A standards review for an application may not commence until the public comment period for that application has concluded.

### STANDARDS REVIEW

- 1) Purpose: To determine if a proposed land development complies with applicable land use standards.
- 2) Timing: The standards review must commence upon conclusion of the public hearing or at the first available planning board meeting thereafter. Commencement of the review is considered the initiation of a substantive review process for the purposes of bringing the application under the protection of Title 1 M.R.S.A. §302.
- 3) Procedure: A standards review must proceed as follows:
  - a) The planning board shall review the application for compliance with applicable land use standards. The board may request the applicant to provide additional information if it is needed to clarify or verify compliance. Any cost incurred to provide the information is the responsibility of the applicant. In the event the requested information is not submitted within 30 days from the date of the request or upon any other mutually agreeable time period, the review must be based on the information as submitted.
  - b) The planning board shall issue a determination regarding any request for a waiver of required information that has not been previously addressed. The determination must be made in accordance with the requirements in Section 17. If a waiver request is denied, the board shall determine if the standards review may continue prior to the submission of required information.
  - c) The planning board may require a site visit if necessary to assist in their standards review. Notice of the site visit must be provided to the public in accordance with Title 1 M.R.S.A. §406. Payment for site visit costs must be made in accordance with the requirements of Section 11.6.4.
  - d) The standards review is deemed concluded upon a determination that all applicable Sections 12, 13 and 14 land use standards have been reviewed. The board's standards review must be documented in writing.

### FINDINGS AND DECISION

- 1) Purpose: To evaluate an application for compliance with applicable Section 15 performance criteria and to approve or deny the application.
- 2) Timing: The findings must commence upon conclusion of the standards review or at the first available planning board meeting thereafter.
- 3) Procedure: A findings and decision must proceed as follows:
  - a) The planning board shall make a positive finding of performance criteria upon determining that the requirements of corresponding Sections 12, 13 and 14 land use standards have been met. A written finding must be made for each criterion identified in Section 15. Any performance criterion or portion thereof that does not apply must be noted as "not applicable" in the findings, with a written explanation of that determination.
  - b) An application for which a positive finding has been made for all applicable Section 15 performance criteria is deemed approved by the planning board. An application for which a positive finding has not been made for any applicable Section 15 performance criteria is deemed denied by the planning board. In making findings, the planning board may include any reasonable condition of approval that is relevant to compliance with the requirements of this ordinance. The written findings and decision must be given to the applicant if the application is denied or if the approval of the application is the subject of an appeal.

A Level 2 application review must be completed as soon as practicable, but in no case more than 35 days after the completion of the standards review.

### REVIEW FEE

The review fee for a Level 2 land use application is based on the total estimated cost of the project described in the application. A minimum \$50.00 review fee is required for a project with a total estimated cost of \$50,000 or less. If the total estimated cost exceeds \$50,000, the fee is calculated as follows:

- 1) For projects with a total estimated cost of up to and including \$1,000,000, the review fee is 1/10% (.001) of the total estimated project costs.
- 2) For projects with a total estimated cost greater than \$1,000,000, the fee is \$1,000 plus 1/100% (.0001) of the portion of the estimated project cost above \$1,000,000.
- 3) For the purposes of this section, land acquisition costs and permit and review fees are not included in determining the total cost of the project.
- 4) The total estimated cost of any project that extends beyond the boundaries of the town may only include costs associated with the portion of the project located within the town.

A special meeting fee in the amount of \$185.00 is required when a special meeting is scheduled by the planning board to conduct an application review or conduct a site visit related to an application review. The fee must be submitted by the applicant at least one week prior to the scheduled meeting date. If a special meeting or site visit is cancelled, the fee must be applied to other required fees as identified in this section. If there are no other fees due, the balance must be refunded to the applicant upon conclusion of the application review.

The applicant shall deposit with the town the full estimated cost of consultant services required by the planning board before service is provided. Payment of any balance due to cover the final cost of consultant services is due upon request by the town. Any deposit balance remaining upon payment in full for consultant services must be applied to other required fees as identified in this section. If there are no other fees due, the balance must be refunded to the applicant upon conclusion of the application review.

A service fee may be required if the planning board determines that stenography, audio or video recording of an application review is necessary. An estimated fee for the service must be submitted by the applicant to the town at least one week prior to any meeting where such service will be provided. Payment of any balance due once such service is ended is due upon request by the town. Any deposit balance remaining upon payment in full for special services must be applied to other required fees as identified in this section. If there are no other fees due, the balance must be refunded to the applicant upon conclusion of the application review.

### ISSUANCE OF PERMIT

- 11.7.1 The code enforcement officer shall issue a land use permit for an approved application no later than 10 days after the date of approval provided that any other prerequisite permits or approvals have been obtained. The permit authorizes the commencement of any land use approved by the reviewing authority, except as otherwise provided for in section 11.7.7. A land use permit may also authorize the construction or installation of any structure that is part of the permitted land use, in lieu of a separate building permit that would otherwise be required in accordance with Chapter 5, provided that the applicable permit fees required by Chapter 5 have been submitted, and that a sufficient description of the structure has been submitted.
- 11.7.2 A land use permit is in effect for two years from the date of issue, except as provided for in sections 11.7.2.1, 11.7.2.2, 11.7.2.3 and 11.7.2.4.
- 11.7.2.1 The code enforcement officer may increase the effective period of a permit to 3 years, upon written request by the permittee. The request must be submitted to the town office no less than one week prior to the permit expiration date. A \$25.00 administrative fee must be included with the request. Before the effective period of the permit may be increased, the permittee must demonstrate that a substantial start of the permitted land use has been achieved.
- 11.7.2.2 The planning board may increase the effective period of a land use permit to a period not to exceed 5 years, when considering approval of an application subject to Level 2 review. The effective period may only be

increased if the board finds that improvements which are required for the land use cannot be substantially completed within 2 years due to:

- 1) the timelines of other required regulatory approvals needed before construction can begin,
- 2) the scale or complexity of the project, or
- 3) the planned phased development approved by the board.

- 11.7.2.3 The planning board may amend a land use permit approved by the board to increase the effective period of the permit in accordance with section 11.7.2.2, provided that the increased effective period starts from the original date of approval. A written request from the permittee must be submitted to the town office no less than one week prior to the permit expiration date. A \$25.00 administrative fee must be included with the request.
- 11.7.2.4 A written request submitted in accordance with the requirements of section 11.7.2.1 or 11.7.2.3 will result in a temporary extension of the permit expiration date, if necessary, until such time a decision is made on the request.
- 11.7.2.5 A permitted land use that is granted a permit expiration date extension in accordance with sections 11.7.2.1 or 11.7.2.3 may not be subject to any condition of approval requiring the land use to comply with any new or revised land use standard that became effective after the date the land use was originally approved.
- 11.7.2.6 The authority to conduct a land use will remain in effect after the permit expiration date, provided that substantial completion has been achieved prior to that date, and provided that the land use is conducted in accordance with all applicable laws, rules and regulations.
- 11.7.3 A land use permit becomes invalid on its expiration date if a substantial start was not achieved prior to the original permit expiration date, or substantial completion was not achieved before the permit expiration date set in accordance with the provisions of section 11.7.2.
- 11.7.3.1 No work may be conducted after a land use permit becomes invalid until a new permit is issued by the reviewing authority. The extent of review must be determined by the reviewing authority, and must be based on the extent to which the permitted land use had been completed prior to the permit expiration. The land use may be subject to compliance with any revised or added land use standards that are applicable.
- 11.7.4 A permit issued for any land use in a shoreland district must be kept on site while the work authorized by the permit is performed.
- 11.7.5 The issuance of a land use permit does not authorize the applicant to commence any activity or use that requires other permits or approvals from local, State or Federal agencies, offices or departments before such permits or approvals have been obtained.

Please contact the code enforcement officer if you have any questions about Level 2 review procedures.

## SECTION 1

### DEVELOPMENT DESCRIPTION

#### **Narrative**

Maine Maritime Academy (MMA) plans to develop Lot 4 of the Bucksport Mill, LLC Subdivision located at the site of the former Verso Paper Mill (Mill) located at 2 River Road (Route 15), Bucksport, Maine. The Mill was first opened in 1930 and produced pulp and paper for over 80 years. A Site Location of Development Act (SLODA) permit (#L-1415-26-A-X) was issued on February 12, 1975 for an expansion of the Mill complex. The Mill continued to operate until it was permanently closed in late 2014. At that time, the property was purchased by American Iron and Metal (AIM) with a plan to recycle a majority of the existing site. AIM received a SLODA Permit Amendment (#L-07713-20-AF-A) to demolish existing buildings on the site and later amended the permit to allow for a subdivision of the land. MMA purchased Lot 4, an approximately 3.9-acre parcel to develop their Center for Professional Mariner Development Campus. Due to the redevelopment of the lot, MMA is applying to further amend the SLODA permit linked to the property.

The project will include the construction of buildings, utilities, paved accessways and maneuvering areas, stormwater management facilities, etc. MMA is intending to utilize the existing 20,000 square-foot (SF) administration building for classrooms, offices, training and simulator spaces, and conference rooms. Proposed buildings will include a 1,300 SF fire stack building, a 5,000 SF Marine Engine Testing & Emissions Laboratory (METEL) Building, and a 3,375 SF Pool Building. These three buildings will be part of the educational structure of the campus and will be supported by expanding the existing parking and maneuvering areas on Lot 4.

#### **Stormwater Management and Erosion Control**

The entire project is to be constructed on land that is currently developed. It is considered a redevelopment project by the MDEP. According to the Redevelopment Calculation Table located within MDEP's Chapter 500, this project is required to treat 50% of the redevelopment area, with priority given to the higher pollutant rankings

Erosion control measures will be in place prior to the start of any construction. These erosion control measures will be installed in accordance with the Erosion Control Plan enclosed in Section 14 of this application. Once construction is complete and permanent stabilization of disturbed areas has occurred, the erosion control measures will be removed.

#### **Construction Plan**

Maine Maritime Academy anticipates starting construction as soon as permits are finalized (Fall, 2020). The first priority is to get the Fire Stack area ready for use for late 2020. Construction of utilities, paved walkways, parking areas and maneuvering areas will begin in support of the Fire Stack and will continue to be finalized through the construction of the METEL Building. The Pool Building will be the last area to be constructed and is not expected to have a significant impact on previously constructed portions of the campus or use of the other buildings. It is anticipated that construction of the METEL Building would conclude within 2 years of the start of construction and

the Pool Building may not be completed for another 3 to 4 years, depending on financing and demand.

The following sequence of construction would be typical for this type of development.

1. Install erosion control measures.
2. Demolition of the remaining concrete foundations.
3. Install utilities.
4. Construct access roads, parking and maneuvering areas, and stormwater treatment systems for the site once the site is stabilized.
5. Construct buildings.

### LEVEL 2 REVIEW DOCUMENTATION

DATE: \_\_\_\_\_

Applicant: Maine Maritime Academy

Proposed Land Use: Institutional / Education

- 1.  CEO conducts introductory presentation

Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 2.  Applicant conducts introductory presentation (optional)

Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 3.  General questions from the Board [DETERMINE BIAS OR CONFLICT OF INTEREST]

Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 4.  Board accepts public comment

Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 5.  Board conducts application review

#### ENVIRONMENT STANDARDS

ENVIRONMENT OBJECTIVES THAT MUST BE MET (EXCEPT AS NOTED N/A):

N/A 1) Soils are suitable for the land use.  
 DOCUMENTATION: Section 5 - Soils

N/A 2) Stormwater runoff from the land use is minimized to the greatest practical extent and adequately managed to reduce the risk of relevant detrimental effects.  
 DOCUMENTATION: Section 6 - Stormwater

N/A 3) Soil that may be exposed during any soil disturbance activity of the land use is adequately protected from unreasonable erosion and sedimentation.  
 DOCUMENTATION: Section 7 - Soil Erosion and Sedimentation

N/A 4) Surface and subsurface waters are adequately protected from the detrimental effects of any water pollutant from the land use.  
DOCUMENTATION: Section 8 - Surface and Subsurface Waters

N/A 5) The ambient air environment is adequately protected from the detrimental effects of any air pollutant from the land use.  
DOCUMENTATION: Section 9 - Air Environment

N/A 6) Significant wildlife habitat, and other important habitat as identified in the Bucksport Comprehensive Plan, as adopted, are adequately protected from any relevant detrimental effect of the land use.  
DOCUMENTATION: Section 10 - Wildlife Habitat

N/A 7) Vegetation within any applicable shoreland district is protected from excessive cutting or removal.  
DOCUMENTATION: Section 11 - Clearing of Vegetation

N/A SITE VISIT DOCUMENTATION TO VERIFY COMPLIANCE WITH ANY ENVIRONMENT OBJECTIVE:  
\_\_\_\_\_  
\_\_\_\_\_

N/A SPECIAL CONDITIONS TO ENSURE COMPLIANCE WITH ANY ENVIRONMENT OBJECTIVE:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FINDING**

Is there clear and convincing evidence in the record to support the conclusion that the above applicable environment objectives have been met? VOTE: \_\_\_\_ YES \_\_\_\_ NO

- There are no applicable environment objectives. A vote is not required.
- The proposed land use will have no impact on the environment that is contrary to the purposes of this ordinance.
- The proposed land use will have an impact on the environment that is contrary to the purposes of this ordinance.

Comments:

Empty box for handwritten comments.

SPECIAL AREAS STANDARDS

SPECIAL AREAS OBJECTIVES THAT MUST BE MET (EXCEPT AS NOTED N/A):

- N/A 1) Areas of prehistorical and historical importance are adequately protected from any relevant detrimental effect of the land use.  
DOCUMENTATION: Section 12 - Prehistoric and Historical Sites

---

- N/A 2) Vistas of scenic value are adequately protected from any relevant detrimental effect of the land use.  
DOCUMENTATION: Section 13 - Scenic Value

---

- N/A 3) Areas for public access to water bodies, wetlands and areas developed with commercial fisheries and maritime activities are adequately protected from any relevant detrimental effect of the land use.  
DOCUMENTATION: Section 14 - Shoreline Access

---

- N/A 4) Areas of flood hazard are adequately protected from any relevant detrimental effect of the land use.  
DOCUMENTATION: Section 15 - Flood Hazard

---

- N/A 5) Areas with unique natural character identified in the Bucksport Comprehensive Plan, as adopted, are adequately protected from any relevant detrimental effect of the land use.  
DOCUMENTATION: Section 16 - Unique Natural Character

---

- N/A SITE VISIT DOCUMENTATION TO VERIFY COMPLIANCE WITH ANY SPECIAL AREAS OBJECTIVE:  
\_\_\_\_\_  
\_\_\_\_\_

---

- N/A SPECIAL CONDITIONS TO ENSURE COMPLIANCE WITH ANY SPECIAL AREAS OBJECTIVE:  
\_\_\_\_\_  
\_\_\_\_\_

---

**FINDING**

Is there clear and convincing evidence in the record to support the conclusion that the above applicable special areas objectives have been met? VOTE: \_\_\_ YES \_\_\_ NO

- There are no applicable special areas objectives. A vote is not required.
- The proposed land use will have no impact on special areas that is contrary to the purposes of this ordinance.
- The proposed land use will have an impact on special areas that is contrary to the purposes of this ordinance.

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LOCAL AREAS STANDARDS

## LOCAL AREAS OBJECTIVES THAT MUST BE MET (EXCEPT AS NOTED N/A):

- N/A 1) The scale and site features of the land use are consistent with the development patterns in the local area or neighborhood.  
DOCUMENTATION: Section 17 - Development Patterns
- 
- N/A 2) The land use is appropriately separated and shielded from abutting land uses and public or private ways to adequately mitigate any relevant detrimental effect.  
DOCUMENTATION: Section 18 - Buffers and Screening
- 
- N/A 3) Any relevant detrimental effects of electromagnetic fields from the land use are adequately mitigated.  
DOCUMENTATION: Section 19 - Electromagnetic Fields
- 
- N/A 4) Any relevant detrimental effects of artificial lighting from the land use are adequately mitigated.  
DOCUMENTATION: Section 20 - Lighting
- 
- N/A 5) Any relevant detrimental effects of noise from the land use are adequately mitigated.  
DOCUMENTATION: Section 21 - Noise
- 
- N/A 6) Any relevant detrimental effects of nuisance odors from the land use are adequately mitigated.  
DOCUMENTATION: Section 22 - Odors
- 
- N/A 7) The solar gain utilized by active or passive solar energy collection systems that may be impacted by the land use is adequately protected.  
DOCUMENTATION: Section 23 - Solar Gain
- 
- N/A 8) Any relevant detrimental effects of smoke and dust from the land use are adequately mitigated.  
DOCUMENTATION: Section 24 - Smoke and Dust
- 
- N/A 9) Any relevant detrimental effects of subterranean vibration from the land use are adequately mitigated.  
DOCUMENTATION: Section 25 - Vibration
- 
- N/A SITE VISIT DOCUMENTATION TO VERIFY COMPLIANCE WITH ANY LOCAL AREAS OBJECTIVE:
- 
- 
-

N/A SPECIAL CONDITIONS TO ENSURE COMPLIANCE WITH ANY LOCAL AREAS OBJECTIVE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FINDING**

Is there clear and convincing evidence in the record to support the conclusion that the above applicable local areas objectives have been met? VOTE: \_\_\_\_ YES \_\_\_\_ NO

- There are no applicable local areas objectives. A vote is not required.
- The proposed land use will have no impact on local areas that is contrary to the purposes of this ordinance.
- The proposed land use will have an impact on local areas that is contrary to the purposes of this ordinance.

Comments:

**PUBLIC SAFETY STANDARDS**

PUBLIC SAFETY OBJECTIVES THAT MUST BE MET (EXCEPT AS NOTED N/A):

N/A 1) The quantity and quality of public and private drinking water supplies are adequately protected from any relevant detrimental effects of the land use.  
DOCUMENTATION: Section 26

\_\_\_\_\_  
\_\_\_\_\_

N/A 2) The safety and sufficiency of energy supply services are adequately protected from any relevant detrimental effects of the land use.  
DOCUMENTATION: Section 27

\_\_\_\_\_  
\_\_\_\_\_

N/A 3) Public safety services are adequately protected from any relevant detrimental effects of the land use.  
DOCUMENTATION: Section 28

\_\_\_\_\_  
\_\_\_\_\_

N/A 4) Public wastewater facilities are adequately protected from any relevant detrimental effects of the land use.  
DOCUMENTATION: Section 29

\_\_\_\_\_  
\_\_\_\_\_

N/A 5) The proper management of solid wastes is adequately protected from any relevant detrimental effects of the land use.  
DOCUMENTATION: Section 30

\_\_\_\_\_  
\_\_\_\_\_

N/A 6) The safety and sufficiency of streets and sidewalks are adequately protected from any relevant detrimental effects of the land use.  
DOCUMENTATION: Section 31

\_\_\_\_\_  
\_\_\_\_\_

N/A SITE VISIT DOCUMENTATION TO VERIFY COMPLIANCE WITH ANY PUBLIC SAFETY OBJECTIVE:  
\_\_\_\_\_  
\_\_\_\_\_

N/A SPECIAL CONDITIONS TO ENSURE COMPLIANCE WITH ANY PUBLIC SAFETY OBJECTIVE:  
\_\_\_\_\_  
\_\_\_\_\_

**FINDING**

Is there clear and convincing evidence in the record to support the conclusion that the above applicable public safety objectives have been met? VOTE: \_\_\_\_ YES \_\_\_\_ NO

- There are no applicable public safety objectives. A vote is not required.
- The proposed land use will have no impact on public safety that is contrary to the purposes of this ordinance.
- The proposed land use will have an impact on public safety that is contrary to the purposes of this ordinance.

Comments:

**SPECIFIC USES STANDARDS**

SPECIFIC USES OBJECTIVES THAT MUST BE MET (EXCEPT AS NOTED N/A):  
See Appendix C - Civil Plan Set for notes and illustrations of how the project meets zoning standards.

N/A OBJECTIVES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

N/A SITE VISIT DOCUMENTATION TO VERIFY COMPLIANCE WITH ANY SPECIFIC USES OBJECTIVE:  
\_\_\_\_\_  
\_\_\_\_\_

N/A SPECIAL CONDITIONS TO ENSURE COMPLIANCE WITH ANY SPECIFIC USES OBJECTIVE:  
\_\_\_\_\_  
\_\_\_\_\_

**FINDING**

Is there clear and convincing evidence in the record to support the conclusion that the above applicable specific uses objectives have been met? VOTE: \_\_\_\_ YES \_\_\_\_ NO

- There are no applicable specific uses objectives. A vote is not required.
- The proposed land use has met all applicable specific uses standards in this ordinance.
- The proposed land use has not met all applicable specific uses standards in this ordinance.

Comments:

**DIMENSIONS**

DIMENSIONS OBJECTIVES THAT MUST BE MET (EXCEPT AS NOTED N/A):

See Appendix C - Civil Plan Set for notes and illustrations of how the project meets zoning standards.

N/A OBJECTIVES: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

N/A SITE VISIT DOCUMENTATION TO VERIFY COMPLIANCE WITH ANY DIMENSIONS OBJECTIVE:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

N/A SPECIAL CONDITIONS TO ENSURE COMPLIANCE WITH ANY DIMENSIONS OBJECTIVE:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**FINDING**

Is there clear and convincing evidence in the record to support the conclusion that the above applicable dimensions objectives have been met? VOTE: \_\_\_\_ YES \_\_\_\_ NO

- There are no applicable dimensions objectives. A vote is not required.
- The proposed land use has met all applicable dimensions standards in this ordinance.
- The proposed land use has not met all applicable dimensions standards in this ordinance.

Comments:

DECISION

BASED ON THE CONCLUSIONS OF THE PLANNING BOARD AS DOCUMENTED ABOVE, THE PROPOSED LAND USE:

WILL NOT HAVE ANY IMPACT THAT IS CONTRARY TO THE PURPOSES OF APPENDIX K LAND USE AND, THEREFORE, THE APPLICATION IS APPROVED.

WILL HAVE AN IMPACT THAT IS CONTRARY TO THE PURPOSES OF APPENDIX K LAND USE AND, THEREFORE, THE APPLICATION IS DENIED.

### SECTION 3

#### TITLE, RIGHT OR INTEREST

Please refer to the attached Quitclaim Deed and Release and Cross Easement Indenture documents provided by Maine Maritime Academy.

**DLN 1001940061759**

**QUITCLAIM DEED WITH COVENANT**

**BUCKSPORT MILL LLC**, a Delaware limited liability company, with a mailing address of 2 River Road, Bucksport, Maine 04416 (“**grantor**” or “**Mill**”), grants to **MAINE MARITIME ACADEMY**, a public agency of the State of Maine pursuant to the Private and Special Laws of 1947, Chapter 24, with a mailing address of 1 Pleasant Street, Castine, Maine 04420 (“**grantee**”), with Quitclaim Covenant, that certain parcel of land with the improvements thereon located in Bucksport, Hancock County, Maine, more particularly described as follows:

The parcel of land depicted as **Lot 4** on the plan entitled “Amended Mapfile 45, No. 96, Amended Mapfile 45, Nos. 29, 30, & 31, Amended Subdivision Plan for Bucksport Mill, LLC, Bucksport Generation, LLC, 2 River Road–Bucksport”, dated March 19, 2019, prepared by Plisga & Day, and recorded in the Hancock County Registry of Deeds in Mapfile 46, No. 11 (“**Subdivision Plan**”), a reduced-sized copy of which is attached as **Exhibit A** and made a part hereof; also being more particularly depicted on an unrecorded plan, on file with the parties, entitled “Lot 4 – Site Plan Showing Lands to be Conveyed to Maine Maritime Academy from Bucksport Mill, LLC, Bucksport Generation LLC, 2 River Road–Bucksport” undated, prepared by Plisga & Day, a reduced-sized copy of which is attached as **Exhibit B** and made a part hereof (“**Site Plan**”) (the Site Plan and the Subdivision Plan are each a “**Plan**” and collectively, the “**Plans**”).

EXCEPTING from this conveyance, to the extent the following improvements and easements benefit Lot 1, and RESERVING from this conveyance, to the extent the following improvements and easements benefit Lot 3, all right, title and interest in and to such improvements, and easements for an existing 12-inch sewer drain, underground electrical line, underground 8-inch fire protection line, 36-inch concrete culvert sewer drain, all as depicted on the Plans (see Exhibits B-1, 2, 3 and 4 for approximate depictions) (collectively, the “**Existing Improvements Easements**”). The Existing Improvements Easements are perpetual and include all such necessary rights and easements to install, locate, construct, maintain, repair, replace and use the improvements and easements in, on, under, above and through Lot 4 in substantially the same location as depicted on the Plans, together with the rights and easements to cross Lot 4 with men, vehicles and equipment to access the improvements and the easements.

RESERVING to Mill a perpetual exclusive easement to locate, install, construct, maintain, repair, replace, expand and use underground pipes, lines, conduits and appurtenances thereto within a 20-foot wide strip of land across Lot 4, the centerline of

which is the current location of the 36-inch raw water pipe labelled "Fresh Water from Silver Lake" together with an extension of the pipe such that the easement encumbers a contiguous strip of land in the same course and direction running from Lot 1 to Lot 3 (the "Raw Water Easement"). The Raw Water Easement includes the right to maintain, repair, replace and use existing above-ground appurtenances, but any future location, installation, construction and expansion of related appurtenances shall be located underground.

RESERVING to Mill a temporary easement over Lot 4 to maintain the existing leachate pipeline in its current location and in its present configuration centered on the existing leachate pipe as depicted on the Subdivision Plan for the purpose of allowing Mill time to relocate said leachate pipeline (the "Temporary Leachate Easement"). This temporary easement shall terminate 90 days after the date of this deed, provided however that if Mill is still working diligently to complete relocation after 90 days, grantee shall extend the date for the termination of this easement, but in no event shall this easement be extended longer than 120 days from the date of this deed. The termination provision set forth above shall be effective without any further action by grantee or Mill and by which time Mill shall have discontinued use of the leachate pipe on or under Lot 4 and Mill may abandon the pipe in place. Upon request, Mill shall execute an instrument in recordable form confirming the termination of the Temporary Leachate Easement.

RESERVING to Mill the following rights and easements, appurtenant to the remaining land of Mill, to patrol, monitor, manage, operate, maintain, repair, replace, improve, expand and use pipes, lines, wires, conduits, valves, meters, pumps and appurtenances thereto associated with or in conjunction with an underground leachate pipeline to be located under Lot 4 within those portions of Lot 4 identified in **Exhibit D-2** attached and made a part hereof, being Lot 4-A and Lot 4-B. Upon the relocation of the leachate pipeline within the above-described land, at the request of either grantee or Mill, grantee and Mill shall enter into a modification of said leachate pipeline easement confirming its location (the "Permanent Easement").

To the extent necessary to exercise the Existing Improvements Easement, Raw Water Easement, Temporary Leachate Easement and the Permanent Easement reserved above (collectively, the "Reserved Easements"), Mill shall have access to Lot 4, subject to the following conditions:

- a. Any such access shall be between 7 AM and 6 PM, Monday through Saturday, and after reasonable written notice to grantee of no less than ten (10) days, except in case of emergency, in which case notice will be given to grantee as soon as reasonably practicable. During any such access Mill shall use good faith efforts to coordinate its access with grantee in an effort to minimize the duration and scope of any disruption to grantee's use and enjoyment of Lot 4.
- b. Mill shall not suffer or permit any mechanic's or materialmen's lien to attach to grantee's land by virtue of Mill's exercise of its rights under the Reserved Easements. In the event any such lien shall be filed and recorded, Mill shall promptly take steps to remove such lien in any lawful manner.

- c. Mill shall promptly restore all areas of Lot 4 affected by any work, as near as reasonably possible to its or their immediately prior condition.
- d. Grantee shall have all rights to use the areas encumbered by the Reserved Easements in any manner that is not inconsistent with the rights granted to Mill hereunder and does not interfere with the use and enjoyment by Mill of the Reserved Easements. The foregoing notwithstanding, grantee covenants and agrees that it will not construct any buildings or other permanent structures within the area of the Reserved Easements. Grantee further covenants that it shall not conduct any excavation or utility work within the area of the Reserved Easements, without first affording Mill fifteen (15) days prior written notice of such intent, said notice to include reasonably detailed engineering plans of such work.
- e. Mill shall indemnify and hold harmless Grantee from and against any and all damages, liabilities, losses, expenses, claims, and suits (including reasonable attorneys' fees) incurred or suffered as a consequence of or arising in any manner out of the Mill's exercise of the Reserved Easements by Mill or its officers, employees, agents, contractors, or invitees, or the breach or violation of the terms of the Reserved Easements by Mill, except to the extent caused by the negligence or intentional misconduct of Grantee.
- f. Reference to "Mill" with respect to the Reserved Easements shall include Mill's successors and assigns, and any subsequent owner of all or any portion of Lot 3.

SUBJECT TO the easements, rights, covenants, terms and conditions set forth in the following instruments:

- 1. Easements, terms and conditions contained in the Indenture by and between Central Maine Power Company and St. Regis Paper Company, dated as of April 20, 1962, and recorded May 10, 1962 in the Hancock County Registry of Deeds (the "Registry") in Book 907, Page 466.
- 2. Easements, reservations, terms and conditions contained in the deed from Central Maine Power Company to St. Regis Paper Company, dated April 20, 1962, and recorded in the Registry in Book 907, Page 485.
- 3. Easements, reservations, terms and conditions contained in the deed from Central Maine Power Company to St. Regis Paper Company, dated March 15, 1965, and recorded in the Registry in Book 979, Page 129.
- 4. Easement, restrictions, conditions and covenants contained in the deed from Maine Central Railroad Company to St. Regis Paper Company, dated January 15, 1980, and recorded in the Registry in Book 1369, Page 208.

5. Department of Environmental Protection Voluntary Response Action Program covenants dated on or about the date hereof and to be recorded on near or even date in the Registry.
6. Easement from Verso Paper Company, LLC to Central Maine Power Company and New England Telephone & Telegraph Company, dated November 30, 2007, and recorded in the Registry in Book 4921, Page 293.
7. Customer-Owned Line Contract by and between Central Maine Power Company and Verso Bucksport LLC, dated November 21, 2008, and recorded in the Registry in Book 5244, Page 87.
8. Indenture by and between Verso Bucksport LLC f/k/a CMP Bucksport LLC and Central Maine Power Company, dated as of January 30, 2012, and recorded in the Registry in Book 5766, Page 151 regarding access over two locations on the Mill property.
9. Such state of facts as shown on a plan entitled "Amended Mapfile 45, No. 96, Amended Mapfile 45, Nos. 29, 30, & 31, Amended Subdivision Plan for Bucksport Mill, LLC, Bucksport Generation, LLC, 2 River Road-Bucksport", dated March 19, 2019, prepared by Plisga & Day, and recorded in the Hancock County Registry of Deeds in Mapfile 46, No. 11.
10. Maine Department of Environmental Protection Orders or Compliance Letters dated and recorded in the Hancock County Registry of Deeds as follows:

<u>Date</u>	<u>Book, Page</u>
May 12, 1976	1258, 695
June 9, 1976	1262, 118
August 7, 1998	2761, 216
July 22, 1999	2858, 209
July 21, 1999	2858, 214
June 20, 2000	2932, 312
<u>Date</u>	<u>Book, Page, continued</u>
August 7, 1998	2945, 166
August 5, 2004	3998, 188
December 21, 2010	5553, 289
May 24, 2011	5630, 200
September 3, 2015	6459, 85
May 16, 2019	6951, 162

TOGETHER WITH and SUBJECT TO the easements, rights, covenants, terms and conditions set forth in the Release and Cross Easement Indenture dated May 21, 2019, and recorded in the Registry in Book 6951, Page 621 (the "Release and Cross Easement Agreement"), to the extent the same benefit and burden Lot 4 (for the sake of clarity such appurtenant rights for Lot 4 include, but are not limited to, rights to the Access Easement, Loop Road Easement, Eastside Utility Easements, Riverside Easements and Stormwater Easement, as

such terms are defined in the Release and Cross Easement Agreement), and in addition Grantor hereby specifically grants to Grantee the right to participate in the negotiation and approval of the extent of the Grading Easement area on Lot 4, such approval not to be unreasonably withheld, conditioned or delay, EXCEPT that all payment obligations thereunder shall run with and remain obligation of Grantor.

TOGETHER WITH a perpetual non-exclusive easement for vehicular and pedestrian access over and across the roads, driveways and sidewalks now or hereafter existing on the portion of the BuckMill Property located within the Access Easement Area and the Eastside Easement Area (as such terms are defined in the Release and Cross Easement Agreement) to provide ingress to and egress from Lot 4 to Route 15, also known as Main Street, as set forth in and subject to the conditions set forth in the Release and Cross Easement Agreement.

TOGETHER WITH a perpetual non-exclusive easement over, under, across, and through the Route 15 Utility Easement Area (as such term is defined in the Release and Cross Easement Agreement), for the purposes and subject to the conditions set forth in the Release and Cross Easement Agreement.

TOGETHER WITH a perpetual non-exclusive easement over, under, across, and through the Lot 3 Riverside Easement Area (as such term is defined in the Release and Cross Easement Agreement), for the purposes and subject to the conditions set forth in the Release and Cross Easement Agreement.

FURTHER, reference is made to gas that is currently brought to the Eastside Easement Area (as defined in the Release and Cross Easement Agreement) by Bangor Gas Company, LLC ("Bangor Gas") pursuant to certain easement deeds, including Easement Release Deed and Agreement for Gas Line between Bangor Gas and Champion International Corporation, dated May 24, 2000, and recorded in the Registry in Book 2919, Page 354, and Easement Release Deed and Agreement for Meter Site between Bangor Gas and Champion International Corporation, dated May 24, 2000, and recorded in the Registry in Book 2919, Page 365 (collectively, the "Bangor Gas Easements"). Mill and Bucksport Generation LLC ("BuckGen") hereby (i) assign to grantee, in common with Mill, BuckGen and Whole Oceans, LLC, the right to request service from Bangor Gas through the Bangor Gas Easements; and (ii) agree that the Mill and BuckGen shall not terminate the Bangor Gas Easements, or either of them, without the approval of grantee, which approval shall not be unreasonably withheld, conditioned or delayed. If grantee requests service from Bangor Gas, grantee shall have the right, at its sole cost and expense, to connect to the Bangor Gas system and to install a meter to measure the use of such gas by grantee. The location of such connection and meter and the details of such connection and installation shall be subject to review and approval by Mill and BuckGen, which approval shall not be unreasonably withheld, conditioned or delayed.

TOGETHER WITH the perpetual, non-exclusive easement to connect to and take water from the fire suppression and potable water lines (each a "Line" and collectively, the "Lines") located on Lot 4, provided, however, that grantee's rights to connect and take such water are at all times subject to the following:

1. Prior to connecting and taking water, grantee shall first send a written request to Mill, which request shall include engineering details, projected water quantity requirements and such other information as Mill may, in its reasonable discretion may request.
2. After connecting to a Line or Lines, Grantee and Mill shall equitably share the costs of maintenance, repair, replacement, operation, management and use of the Line or Lines.

Grantor and grantee agree and acknowledge that Lot 4 is benefitted by and conveyed with only those rights, benefits and easements, appurtenant or otherwise, that are explicitly described or referenced in this deed, the Release and Cross Easement Agreement, and no others. For the avoidance of doubt and by way of example only, Lot 4 does not have any right to draw or take water from Silver Lake or use the easements appurtenant thereto involved in the transmission of water from Silver Lake to any property depicted on the Plan.

For grantor's source of title, reference may be made to the deed from International Paper Company to CMP Bucksport LLC, dated September 11, 2006, and recorded in the Registry in Book 4588, Page 26.

*[signature pages follow]*

WITNESS my hand and seal this 20<sup>th</sup> day of June 2019.

WITNESS:

**BUCKSPORT MILL LLC**, a Delaware limited liability company

Lisa P. Wright

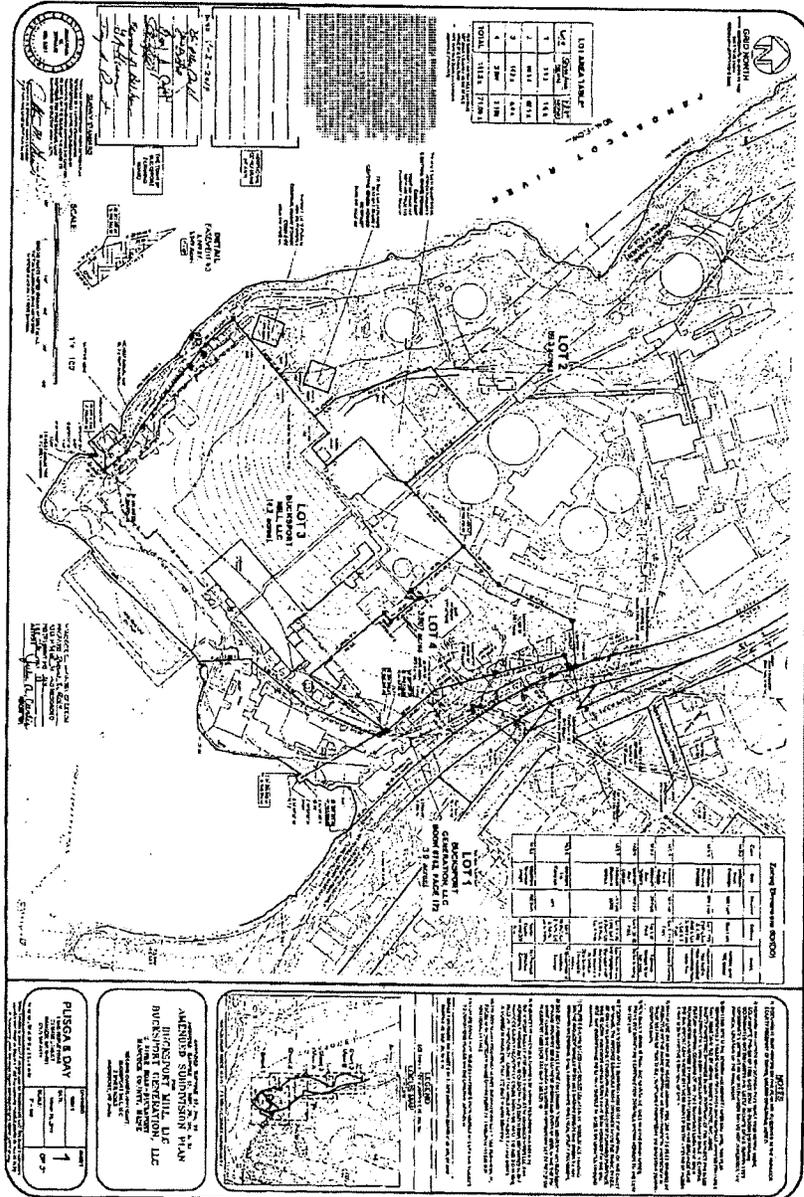
By: Jeff McGlin  
Jeff McGlin, Authorized Signatory

STATE OF MAINE  
COUNTY OF KENNEBEC

Then personally appeared the above-named Jeff McGlin, the authorized signatory of Bucksport Mill LLC, and acknowledged the foregoing instrument to be his free act and deed in his capacity and the free act and deed of Bucksport Mill LLC.

Before me,  
Lisa P. Wright  
Notary Public/Maine Attorney at Law  
Print Name: LISA P. WRIGHT  
Commission Expires: APRIL 14, 2021  
(Affix notarial seal)

EXHIBIT A



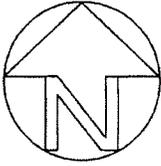








# EXHIBIT D-2



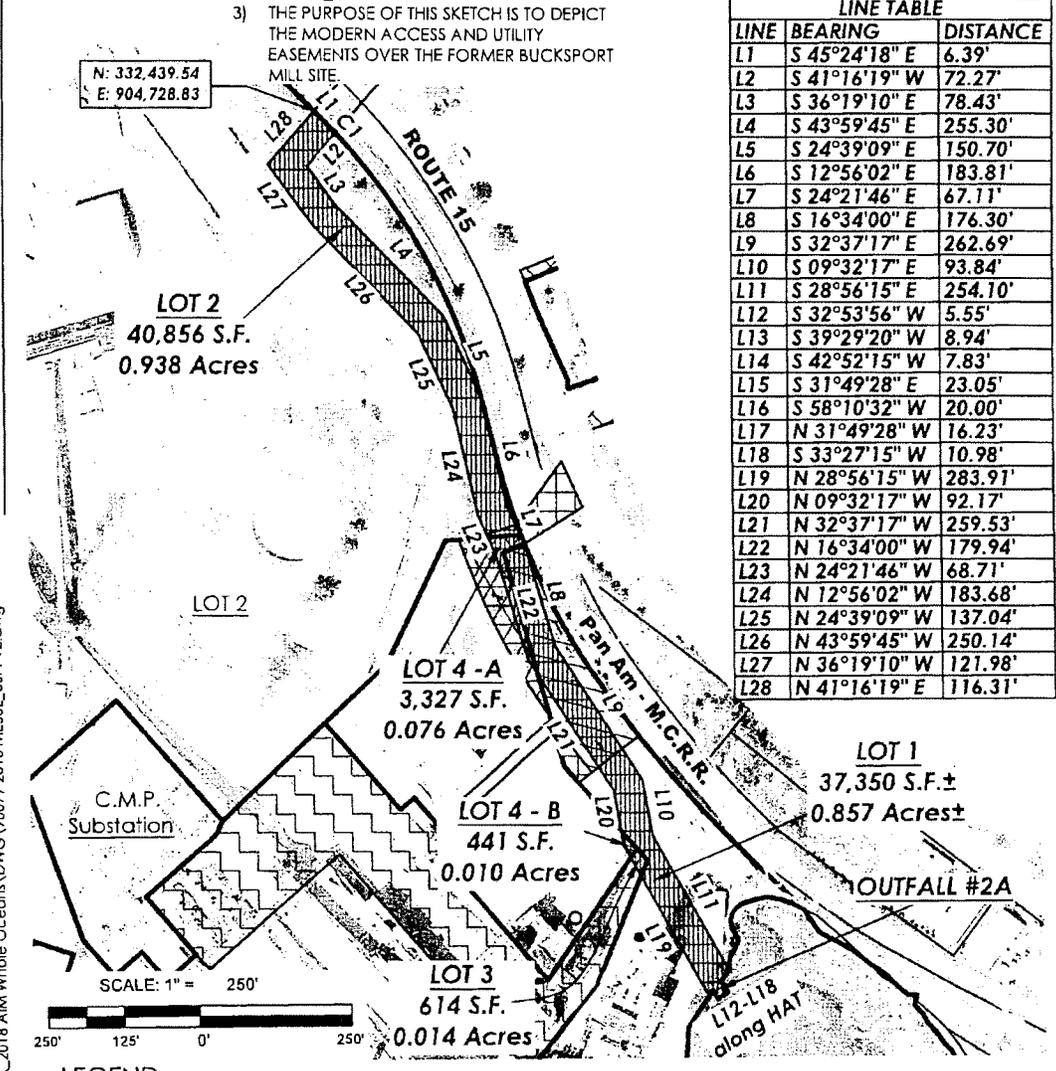
**NOTES:**

- 1) REFERENCES LISTED HEREON ARE RECORDED IN THE HANCOCK COUNTY REGISTRY OF DEEDS, UNLESS OTHERWISE NOTED.
- 2) BEARINGS, NORTH ORIENTATION AND COORDINATES IN U.S. FEET LISTED HEREON REFERENCE GRID NORTH, MAINE COORDINATE SYSTEM OF 1983, EAST ZONE, NAD83\_2011.
- 3) THE PURPOSE OF THIS SKETCH IS TO DEPICT THE MODERN ACCESS AND UTILITY EASEMENTS OVER THE FORMER BUCKSPORT MILL SITE.

## EXHIBIT D.2 LEACHATE (50' WIDE)

CROSS EASEMENTS  
BUCKSPORT MILL, LLC  
ROUTE 15 - BUCKSPORT, MAINE

N: 332,439.54  
E: 904,728.83



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 45°24'18" E	6.39'
L2	S 41°16'19" W	72.27'
L3	S 36°19'10" E	78.43'
L4	S 43°59'45" E	255.30'
L5	S 24°39'09" E	150.70'
L6	S 12°56'02" E	183.81'
L7	S 24°21'46" E	67.11'
L8	S 16°34'00" E	176.30'
L9	S 32°37'17" E	262.69'
L10	S 09°32'17" E	93.84'
L11	S 28°56'15" E	254.10'
L12	S 32°53'56" W	5.55'
L13	S 39°29'20" W	8.94'
L14	S 42°52'15" W	7.83'
L15	S 31°49'28" E	23.05'
L16	S 58°10'32" W	20.00'
L17	N 31°49'28" W	16.23'
L18	S 33°27'15" W	10.98'
L19	N 28°56'15" W	283.91'
L20	N 09°32'17" W	92.17'
L21	N 32°37'17" W	259.53'
L22	N 16°34'00" W	179.94'
L23	N 24°21'46" W	68.71'
L24	N 12°56'02" W	183.68'
L25	N 24°39'09" W	137.04'
L26	N 43°59'45" W	250.14'
L27	N 36°19'10" W	121.98'
L28	N 41°16'19" E	116.31'

LOT 2  
40,856 S.F.  
0.938 Acres

LOT 2

LOT 4 - A  
3,327 S.F.  
0.076 Acres

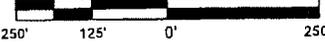
LOT 4 - B  
441 S.F.  
0.010 Acres

LOT 1  
37,350 S.F.±  
0.857 Acres±

C.M.P.  
Substation

OUTFALL #2A

SCALE: 1" = 250'



**LEGEND**

- ADJOINER
- EASEMENT
- BOUNDARY

**CURVE TABLE**

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	43.77'	1,009.14'	2°29'06"	S 44°09'45" E	43.76'

P:\1998\98079\2018\_AIM Whole Oceans\DWG\98079\_2018\_ME83E\_USFT\_v2.dwg

May 16, 2019

Project No. 98079 (PLS#2327)

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

## Execution Copy

RELEASE AND  
CROSS EASEMENT INDENTURE

**THIS RELEASE AND CROSS EASEMENT INDENTURE** (this “Indenture”), dated as of May 21, 2019, is by and among **BUCKSPORT MILL LLC**, a Delaware limited liability company (“**BuckMill**”), **BUCKSPORT GENERATION LLC**, a Delaware limited liability company (“**BuckGen**”), and **WHOLE OCEANS, LLC**, a Delaware limited liability company (“**Whole Oceans**”) (BuckMill, BuckGen, and Whole Oceans are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”).

## RECITALS:

A. Reference is made to that certain plan entitled “Amended Mapfile 45, No. 29 Subdivision Plan Showing Lands Bucksport Mill, LLC, Bucksport Generation, LLC 2 River Road – Bucksport, Hancock County, Maine” prepared by Plisga & Day, dated December 28, 2018, and recorded in the Hancock County Registry of Deeds (the “**Registry**”) in File 45, Page 96 (as amended from time to time, including by that certain plan entitled “Amended Mapfile 45, No. 96 Amended Mapfile 45, Nos. 29, 30, & 31 Amended Subdivision Plan for Bucksport Mill, LLC Bucksport Generation, LLC” prepared by Plisga & Day, dated March 19, 2019, and recorded in in the Registry in File 46, No. 11, “**Subdivision Plan**”), a reduced copy of which is attached hereto as Exhibit B. BuckGen is the owner of Lot 1, Whole Oceans is the owner of Lot 2, and BuckMill is the owner of Lot 3 and Lot 4. Lots 1, 3 and 4, and a portion of Lot 2, are depicted on the Subdivision Plan. Lot 1 is sometimes referred to herein as the “**BuckGen Parcel**”). Lot 2, together with the other property owned by Whole Oceans and described on Exhibit C attached hereto is sometimes collectively referred to herein as the “**Whole Oceans Property**”. Lot 3 and Lot 4, together with the other property owned by BuckMill and described on Exhibit D attached hereto is sometimes collectively referred to herein as the “**BuckMill Property**”.

B. Up until recently, the BuckGen Parcel, the BuckMill Property and the Whole Oceans Property (collectively, the “**Entire Property**”), and the various components and improvements thereon, were owned by affiliated entities. In order to facilitate the division of the Entire Property into multiple parcels to be owned and operated by separate owners, the parties have agreed to grant and/or recognize various easements on the Entire Property that run to the benefit of the Parties hereto

C. Reference is made to that certain multi-sheet plan entitled Cross Easements Bucksport Mill, LLC Route 15-Bucksport, Maine, prepared by Plisga & Day, a reduced copy of which is attached hereto as Exhibit A, with a full-sized copy being recorded in the Hancock County Registry of Deeds herewith (as amended from time to time, the “**Easement Plan**”). The following easement areas are identified on the Easement Plan:

- (i) an access easement area located on Lot 1, Lot 2 and Lot 4, and the area adjacent to State Route 15, which area is labeled on the Easement Plan as “**Access Easement Area**”;
- (ii) an easement area situated on the easterly side of Lot 4 of the BuckMill Property and identified on the Easement Plan and referred to herein as the “**Lot 4 Eastside Easement Area** ”; and
- (iii) an easement area situated on the northerly side of Lot 1, the BuckGen Parcel, and adjacent to the Lot 4 Eastside Easement Area, identified on the Easement Plan and referred to herein as the “**Lot 1 Eastside Easement Area**”; and together with Lot 4 Eastside Easement Area, the “**Eastside Easement Area**”; and
- (iv) an easement area situated on the westerly side of Lot 3 of the BuckMill Property and identified on the Easement Plan and referred to herein, as “**Lot 3 Riverside Easement Area**”;
- (v) an easement area situated on the southwesterly side of Lot 2 of the Whole Oceans Property and adjacent to Lot 3 Riverside Easement Area and the Penobscot River and identified on the Easement Plan and referred to herein as the “**Lot 2 Riverside Easement Area**” and together with the Lot 3 Riverside Easement Area, the “**Riverside Easement Area**”;
- (vi) a roughly 30 foot wide access easement running from the Access Easement through Lot 4 (solely within the Eastside Easement Area), Lot 1, Lot 3 and Lot 2 (solely within the Access Easement Area), to be located generally in the area identified on the Easement Plan and referred to herein as the “**Loop Road**”; and
- (vii) an easement area situated on the northwest sideline of Lot 4 adjacent to the boundary of Lot 2 and identified on the Easement Plan and referred to herein as the “**Lot 4 Grading Easement Area**”;
- (viii) an easement area situated on Lot 3 and identified on the Easement Plan and referred to herein as the “**Duct Bank Electrical Easement Area**”; and
- (ix) an easement area situated on land of BuckMill located southerly of the Access Easement Area and between the railroad tracks and State Route 15, identified on the Easement Plan and referred to herein as the “**Route 15 Utility Easement Area**”).

D. There is currently located on the southern end of the Lot 2 Riverside Easement Area a pump house that pumps water out of the Penobscot River. Such pump house, together with all pumps, water intake facilities, valves, meters, filters, and related equipment located within or attached to such pump house, are referred to herein as the “**Salt Water Pump House**”. The Salt Water Pump House is depicted on the Easement Plan. Piping will need to be installed

to transport water from the Salt Water Pump House to the Whole Oceans Property. The Salt Water Pump House and the various water lines, pipes, pipe lines, conduits, valves, meters, and other equipment and facilities that have historically delivered or were designed to deliver water from the Penobscot River to portions of the Entire Property, and which will be added by Whole Oceans as provided in this Indenture to deliver water to the Whole Oceans Property, are collectively referred to herein as the “**River Water Intake System**”.

E. There is currently located on the Riverside Easement Area existing discharge facilities for discharging water, wastewater, leachate, and stormwater through outflow pipes into the Penobscot River, which facilities include outflow pipes extending into the Penobscot River, including outflow pipe #001B, together with diffusers attached thereto, (“**Outflow Pipe #001B**”) and outflow pipe #003, together with diffusers attached thereto, (“**Outflow Pipe #003**”, and together with Outflow Pipe #001B, the “**Outflow Pipes**”), both of which Outflow Pipes are depicted on the Easement Plan. Such Outflow Pipes, together with related pipelines, valves, meters, filters, wastewater treatment pools, trenches, a grit pit, valve house and related equipment and facilities, currently existing and to be installed and constructed by Whole Oceans as provided in this Indenture, are collectively referred to herein as the “**River Water Discharge System**”).

F. Whole Oceans intends to construct additional pipelines, in accordance with this Indenture, connecting to the existing River Water Intake System to supply water to the Whole Oceans Property. BuckMill currently has pipelines included in the existing River Water Discharge System that are used to discharge water, wastewater, leachate, and stormwater from the BuckMill Property to the Penobscot River. Whole Oceans intends to construct additional pipelines, in accordance with this Indenture, connecting to the existing River Water Discharge System to be used to discharge water, wastewater, leachate, and stormwater from the Whole Oceans Property to the Penobscot River.

G. The Parties desire to confirm and exchange certain rights and easements necessary and convenient for the use of their respective properties.

## AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE 1 RELEASE OF CERTAIN EASEMENTS

**Section 1.1 Release to Whole Oceans.** BuckGen, for consideration paid, releases to Whole Oceans, all of BuckGen’s right, title and interest in and to the Whole Oceans Property, including but not limited to any and all rights and easements, rights to request new easements, and rights to request modifications to existing easements encumbering the Whole Oceans Property. Specifically included in the forgoing release are all rights granted to BuckGen pursuant to that certain deed from BuckMill to BuckGen dated December 21, 2016, and recorded in the Hancock County Registry of Deeds in Book 6702, Page 172 (the “**BuckGen Deed**”) and that certain ground lease from BuckMill to BuckGen dated January 29, 2015, a memorandum of

which is recorded in the Hancock County Registry of Deeds in Book 6464, Page 130 (the “**BuckGen Lease**”) insofar as they encumber the Whole Oceans Property.

**Section 1.2 Release to BuckMill.** BuckGen, for consideration paid, releases to BuckMill, all of BuckGen’s right, title and interest in and to the BuckMill Property, including but not limited to any and all rights and easements, rights to request new easements, and rights to request modifications to existing easements encumbering the BuckMill Property. Specifically included in the forgoing release are all rights granted to BuckGen pursuant to the BuckGen Deed and the BuckGen Lease insofar as they encumber the BuckMill Property.

## ARTICLE 2

### ACCESS EASEMENT

#### **Section 2.1 Grant of Access Easement and Easement for Loop Road**

(a) Whole Oceans, for consideration paid, grants to BuckMill and BuckGen, for the benefit of the BuckMill Property and the BuckGen Parcel, respectively, a perpetual non-exclusive easement for vehicular and pedestrian access over and across (i) the roads, driveways and sidewalks now or hereafter existing on the portion of the Whole Oceans Property located within the Access Easement Area to provide ingress to and egress from the BuckMill Property and the BuckGen Parcel, respectively, and Route 15, also known as Main Street, and (ii) the portion of the Loop Road now or hereafter existing on the Whole Oceans Property to provide access to Lot 3 and Lot 4 of the BuckMill Property and the BuckGen Parcel.

(b) BuckMill, for consideration paid, grants to (i) Whole Oceans and BuckGen, for the benefit of the Whole Oceans Property and the BuckGen Parcel, respectively, a perpetual non-exclusive easement for vehicular and pedestrian access over and across the roads, driveways and sidewalks now or hereafter existing on the portion of the BuckMill Property located within the Access Easement Area and the Eastside Easement Area to provide ingress to and egress from the Whole Oceans Property and the BuckGen Parcel, respectively, and Route 15, also known as Main Street, and (ii) BuckGen, for the benefit of the BuckGen Parcel, a perpetual non-exclusive easement for vehicular and pedestrian access over and across that portion of the Loop Road located now or hereafter existing on the BuckMill Property to provide to provide access to the BuckGen Parcel.

(c) BuckGen, for consideration paid, grants to (i) Whole Oceans and BuckMill, for the benefit of the Whole Oceans Property and the BuckMill Property, respectively, a perpetual non-exclusive easement for vehicular and pedestrian access over and across the roads, driveways and sidewalks now or hereafter existing on that portion of the BuckGen Parcel located within the Access Easement Area and the Eastside Easement Area to provide ingress to and egress from the Whole Oceans Property and the BuckMill Property, respectively, and Route 15, also known as Main Street and (ii) BuckMill, for the benefit of Lot 3 and Lot 4 of the BuckMill Property, a perpetual non-exclusive easement for vehicular and pedestrian access over and across that portion of the Loop Road now or hereafter existing on the BuckGen Parcel to provide access to the BuckMill Property.

(d) The easements set forth in paragraphs (a)(i), (b)(i) and (c)(i) are collectively referred to herein as the “**Access Easement**” and the easements set forth in paragraphs (a)(ii), (b)(ii) and (c)(ii) are collectively referred to herein as the “**Loop Road Easement**”.

## **Section 2.2 Terms and Conditions**

(a) Each Party shall enter upon and shall use the Access Easement Area and Loop Road Easement at its own risk and hereby releases each other Party from any liability with respect to, or arising out of, such entrance or use, except with respect to any negligence or intentional misconduct of another Party, in which case such other Party only shall not be released.

(b) Each Party hereby agrees to indemnify and hold harmless the other Parties from and against any and all damages, liabilities, losses, expenses, claims, and suits (including reasonable attorneys’ fees) incurred or suffered in consequence of or arising in any manner out of the exercise of its rights under the Access Easement or the Loop Road Easement by the indemnifying Party or its officers, employees, agents, contractors, or invitees, except to the extent caused by the gross negligence or intentional misconduct of the indemnified Party.

(c) Each Party shall have the right, but not the obligation, to repair and maintain the Access Easement and the Loop Road Easement, including snow removal. Notwithstanding anything to the contrary in the foregoing, a Party will promptly repair (in accordance with paragraph (d) below) any damage to the property subject to the Access Easement and the Loop Road Easement that is caused by such Party or its officers, employees, agents, contractors, or invitees. No Party hereto shall be obligated to reimburse any other Party with respect to such repairs or maintenance, except that a Party shall be responsible for the cost of any repairs or maintenance that were necessitated by any negligent or intentional act of such Party.

(d) No Party shall interfere with another Party’s right to access its property over the Access Easement and the Loop Road Easement. Notwithstanding the foregoing, temporary interference in connection with utility installation or maintenance shall be permitted with ten (10) days’ prior written notice to each affected party, provided that any such temporary interference is minimized in scope and duration, provided, further, that in no event shall access to the Parties’ respective properties be blocked during any such installation or maintenance.

(e) No Party shall, as a result of any work done by or for the benefit of such Party, suffer or permit any mechanic’s or materialmen’s lien to attach to the property of any other Party. In the event any such lien shall be filed and recorded, the Party having done such work or for whose benefit the work was done, shall promptly take steps to remove such lien in any lawful manner.

(f) The Parties acknowledge that Central Maine Power Company (“**CMPCo**”) may require an easement over and across the Loop Road to provide access between Route 15, also known as Main Street, and the Substation owned by CMPCo and identified on the Easement Plan and the power easements on the Whole Oceans Parcel owned by CMPCo. Upon request of Whole Oceans, all Parties shall execute and deliver to CMPCo an easement in recordable form granting CMPCo the above-described easement over the Loop Road, in form and substance reasonably satisfactory to the Parties and CMPCo. Neither BuckMill nor BuckGen, nor any subsequent owner of all or any portion of Lot 1, Lot 3 or Lot 4 shall have any responsibility for

any improvements required by CMPCo to the Loop Road. Any such which work will be coordinated with the owner of BuckGen Parcel and subject to the reasonable requirements of such owner.

### ARTICLE 3 EASTSIDE UTILITY EASEMENTS

#### **Section 3.1 Grant of Utility Easements**

(a) BuckMill, for consideration paid, grants to Whole Oceans and BuckGen, for the benefit of the Whole Oceans Property and the BuckGen Parcel, respectively, a perpetual non-exclusive easement over, under, across, and through the Lot 4 Eastside Easement Area and the Route 15 Utility Easement Area, for the purposes and subject to the conditions set forth herein.

(b) BuckGen, for consideration paid, grants to Whole Oceans and BuckMill, for the benefit of the Whole Oceans Property and the BuckMill Property, respectively, a perpetual non-exclusive easement over, under, across, and through the Lot 1 Eastside Easement Area, for the purposes and subject to the conditions set forth herein.

**Section 3.2 Purposes.** The easements granted by BuckMill pursuant to Section 3.1(a) above and the easements granted by BuckGen pursuant to Section 3.1(b) above (collectively, the “**Eastside Utility Easements**”), shall be for the following purposes:

(a) to erect, install, bury, construct, maintain, repair, rebuild, replace, modify, operate, and patrol water lines, pipes, pipe lines, conduits, pumps, valves, meters, and other equipment, facilities, and appurtenances related thereto for the delivery and monitoring of water to the Whole Oceans Property, the BuckMill Property or the BuckGen Parcel, as applicable, together with the right, subject to and in accordance with Section 3.3 below, to connect with any and all pipelines, valves, and equipment owned by BuckMill or BuckGen as are now or may hereafter be located within the Eastside Easement Area or the Route 15 Utility Easement Area for the purpose of supplying water to the Whole Oceans Property, the BuckMill Property and the BuckGen Parcel, as applicable;

(b) to erect, install, bury, construct, maintain, repair, rebuild, replace, modify, operate and patrol all water line pipes, pipe lines, sewer pipes, storm water pipes, a leachate line connected to BuckMill’s existing landfill situated in Bucksport, Maine, natural gas supply lines, electrical and telecommunications lines, wires, cables, and all fixtures and appurtenances related thereto including, without limitation, conduits, valves, meters, regulators, batteries, wires, cables, metering, protection systems, monitoring devices, and other equipment, facilities, and appurtenances related thereto for the purpose of supply and monitoring all utility services, as defined in 33 M.R.S. § 458(2)(B), to the Whole Oceans Property, the BuckMill property or the BuckGen Parcel, as applicable, together with the right, after obtaining the consent of the owner of such facilities, to connect with any and all such utility services as are now or may hereafter be located within the Eastside Easement Area, which consent shall not be unreasonably withheld, conditioned or delayed. Without limiting the generality of the foregoing, these utilities shall include water, natural gas, and telecommunications;

(c) to erect, install, bury, construct, and with respect to the Whole Oceans Property, the BuckMill Property or the BuckGen Parcel, as applicable, to maintain, repair, rebuild, replace, operate, and patrol pipe lines or conduits with all necessary equipment, facilities, and appurtenances thereto for conveying sewage and/or wastewater, together with the right, after obtaining the consent of the owner of such facilities, which consent shall not be unreasonably withheld, conditioned or delayed, to connect to existing pipelines, valves, conduits, and equipment for the purpose of conveying sewage and/or wastewater from the Whole Oceans Property, and the BuckGen Parcel, as applicable; and

(d) to grant easements to public utilities for any of the aforementioned utilities, subject to the prior approval of the Party or Parties owning fee title to the property that will be affected by such easements, which approval shall not be unreasonably withheld, conditioned or delayed.

### **Section 3.3 Terms and Conditions.**

(a) In exercising its rights under the Eastside Utility Easements, each of Whole Oceans, BuckGen and BuckMill shall have the right to, and shall be responsible for, the cost to connect to the existing water supply system located within the Eastside Easement Area bringing water from Silver Lake and to install a meter to measure the use of such water taken by Whole Oceans, BuckMill or BuckGen, as applicable. The location of such connection and meter and the details of such connection and installation shall be subject to review and approval by BuckMill, which approval shall not be unreasonably withheld, conditioned, or delayed.

(b) Unless otherwise approved by the applicable fee owner, all pipelines and conduits shall be installed underground; provided, however, that all connections to existing facilities and those portions of the facilities customarily located above-ground or that need to be above-ground to reasonably access and/or repair, or for safety reasons, such as pumps, valves, monitors, regulators and the like, may be above-ground together with a structure to house any such above-ground facilities.

(c) The Eastside Utility Easements shall include the right of Whole Oceans, BuckGen and BuckMill, as applicable, to access by workers and equipment in order to carry out or effectuate the purposes of the easements specified above. During construction and any repair, replacement, upgrade, or maintenance, Whole Oceans, BuckMill and BuckGen, as applicable, shall have the temporary right to enter on adjacent property of Whole Oceans and BuckGen, with personnel, vehicles, and equipment, as reasonably required in order to undertake and complete such construction, repair, and maintenance, upon advance notice to the Party owning such adjacent property. The Party making such entry shall use its good faith efforts to minimize disruption to operations on such adjacent property.

(d) The Parties hereby covenant and agree that (i) each Party's water lines, pipes, pipe lines, conduits, valves, meters, and other equipment and facilities installed by or for such party pursuant to this Article 3 (collectively, the "Utility Infrastructure") are and shall continue to be personal property owned by Party installing such Utility Infrastructure, notwithstanding its affixation or annexation to any real property; and (ii) such water lines, pipes, pipe lines, conduits, valves, meters, and other equipment and facilities are hereby severed and shall be and remain

separate and severed from the real property on which it is located, even if affixed or annexed thereto now or in the future. To the extent applicable, this document shall constitute an agreement pursuant to Title 33 M.R.S. §455.

(e) Prior to any Party locating any new facilities or improvements permitted pursuant to this Article in a portion of the Eastside Easement Area not owned by such Party, the Party installing such new facilities or improvements shall first provide to the Party that owns the parcel where the new facilities or improvements are to be located engineered drawings reflecting such location. Any such location shall be subject to the prior approval of such owner, as provided in Section 3.3(m) below. Prior to any Party connecting into any portion of the existing infrastructure, the Party making such connection shall first provide to the Party or Parties currently using that portion of the existing infrastructure engineered drawings reflecting such connection. Any such connection shall be subject to the prior approval the Party or Parties already using such portion of the existing infrastructure, as provided in Section 3.3(m) below.

(f) Any Party performing any work in the Eastside Easement Area shall be obliged to obtain, or shall cause the appropriate party to obtain, all necessary local, state, and federal permits, licenses, consents, and entitlements related to any work to be done by it or on its behalf in such Eastside Easement Area. The other Parties shall reasonably cooperate in all such permitting processes, at no out of pocket cost or expense.

(g) Whole Oceans agrees to repair and maintain the Whole Oceans Utility Infrastructure at its sole expense as necessary to ensure that they do not become an environmental or safety hazard. BuckMill and Buck Gen each agree to repair and maintain their respective utility infrastructure located within or adjacent to the Eastside Easement Area, at their own cost, as necessary to ensure that they do not become an environmental or safety hazard.

(h) No Party shall suffer or permit any mechanic's or materialmen's lien to attach to the property of any other Party by virtue of the exercise of such Party's rights under this Article 3. In the event any such lien shall be filed and recorded, the Party having done such work or for whose benefit the work was done shall promptly take steps to remove such lien in any lawful manner.

(i) Any Party performing any work in the Eastside Easement Area agrees to promptly restore all areas of the Eastside Easement Area affected by such work as near as reasonably possible to its or their immediately prior condition; provided that such obligation to restore shall expressly exclude any obligation to restore vegetation. Notwithstanding the foregoing, any Party performing any such work on Lot 4 of the BuckMill Property shall promptly restore any vegetation and/or landscaping located on said Lot 4 affected by any such work to its immediately prior condition.

(j) Each Party (an "Indemnifying Party") hereby agrees to indemnify and hold harmless the other Parties from and against any and all damages, liabilities, losses, expenses, claims, and suits (including reasonable attorneys' fees) incurred or suffered as a consequence of or arising in any manner out of the Indemnifying Party's exercise of the rights granted by this Article 3 by the Indemnifying Party or its officers, employees, agents, contractors, or invitees, or

the breach or violation of the terms of this Article 3 by the Indemnifying Party, except to the extent caused by the negligence or intentional misconduct of the other Parties.

(k) BuckMill and BuckGen each reserves all rights to use their respective Eastside Easement Area in any manner that is not inconsistent with the rights granted to Whole Oceans hereunder and does not interfere with the use and enjoyment by Whole Oceans of the easements granted by this Article 3. The foregoing notwithstanding, BuckMill and BuckGen covenant and agree that they will not (i) construct any buildings or other permanent structures within the Eastside Easement Area; or (ii) conduct any excavation or utility work within the Eastside Easement Area, without first affording Whole Oceans thirty (30) days prior written notice of such intent, said notice to include reasonably detailed engineering plans of such work. Notwithstanding the foregoing, the Parties acknowledge that (x) Whole Oceans may request an easement to CMPCo. for the Loop Road as provided in Section 2.2(f) hereof and (y) BuckMill and BuckGen will continue the location, operation, and maintenance of any subsurface utilities and/or conduits now in place within the Eastside Easement Area, provided, that, subject to the notice and consent provisions of subsection (m) below, and the other requirements of this Section 3.3, such subsurface utilities and/or conduits may be replaced in connection with changes to the manner in which utilities are being provided to all or any portion of the Entire Property.

(l) All Parties agree to observe good utility practices, and to use their good faith efforts to undertake activities within the Eastside Easement Area in such a manner so as to minimize the effect on the equipment, facilities, and infrastructure installed by the other Parties or servicing the land of such other Parties, and at no time will a Party's access or utilities be negatively impacted by such activities without the prior consent in each case of such negatively impacted Party.

(m) With respect to any approval, consent, notice or plans to be submitted to any of the Parties under this Section, the Party receiving a request for such approval or consent, or receiving such notice or plans shall have 30 days to respond in writing, and the Party requesting such approval or consent or submitting such notice and/or plans, as applicable, shall not commence any such excavation or utility work or other work or take such action subject to such approval or consent without receipt of the other Parties' prior approval or consent, which approval or consent shall not be unreasonably withheld, conditioned or delayed, provided that (x) if a Party receiving such request for approval or consent, or receiving such notice and/or plans does not respond within such thirty (30) day period, the submitting Party may commence such work or take such action as specified therein, (y) any denial of approval or consent shall include a reasonably detailed explanation for the reason such denial, and (z) the foregoing will not apply in the event of any emergency, but the Party submitting such request for approval or consent or such notice and/or plans, as applicable, will provide notice of the same to the other Parties as soon as is practicable and will use reasonable efforts to minimize the work or action as necessary to address the emergency.

(n) Gas is currently brought to the Eastside Easement Area by Bangor Gas Company, LLC ("**Bangor Gas**") pursuant to certain easement deeds, including Easement Release Deed and Agreement for Gas Line between Bangor Gas and Champion International Corporation dated May 24, 2000 and recorded in the Hancock County Registry of Deeds in Book 2919, Page 354

and Easement Release Deed and Agreement for Meter Site between Bangor Gas and Champion International Corporation dated May 24, 2000 and recorded in said Registry in Book 2919, Page 365 (collectively, the “**Bangor Gas Easements**”). BuckMill and BuckGen hereby (i) assign to Whole Oceans, in common with BuckMill and BuckGen, the right to request service from Bangor Gas through the Bangor Gas Easements; and (ii) agree that they will not terminate the Bangor Gas Easements, or either of them, without the approval of Whole Oceans, which approval shall not be unreasonably withheld, conditioned or delayed. If Whole Oceans requests service from Bangor Gas, Whole Oceans shall have the right, at its sole cost and expense, to connect to the Bangor Gas system and to install a meter to measure the use of such gas by Whole Oceans. The location of such connection and meter and the details of such connection and installation shall be subject to review and approval by BuckMill, which approval shall not be unreasonably withheld, conditioned or delayed.

#### **ARTICLE 4 RIVERSIDE EASEMENTS**

##### **Section 4.1 Grant of Riverside Easements;**

(a) BuckMill, for consideration paid, grants to Whole Oceans, for the benefit of the Whole Oceans Property, a perpetual non-exclusive easement over, under, across, and through the Lot 3 Riverside Easement Area, and the intertidal zone adjacent thereto, for the purposes and subject to the conditions set forth herein.

(b) Whole Oceans, for consideration paid, grants to BuckMill, for the benefit of the Lot 3 and Lot 4 of the BuckMill Property, a perpetual non-exclusive easement over, under, across and through the Lot 2 Riverside Easement Area, and the intertidal zone adjacent thereto, for the purposes and subject to the conditions set forth herein.

##### **Section 4.2 Purposes**

(a) The easements granted by BuckMill to Whole Oceans pursuant to Section 4.1(a) above shall be to (i) install, bury, construct, maintain, repair, rebuild, replace, operate, and patrol all water lines, pipes, pipe lines, conduits, valves, pumps, meters, and other equipment, facilities, and appurtenances thereto for drawing water from the Penobscot River through the River Water Intake System and conveying and discharging water into the Penobscot River through the River Water Discharge System, together with the right to connect to existing pipelines, valves, conduits, and equipment for the benefit of the Whole Oceans Parcel for the purpose of discharging waste water to the Penobscot River through the River Water Discharge System; provided that the location of any such pipes, conduits, and valves on the Lot 3 Riverside Easement Area and the connection by Whole Oceans into any existing pipelines, valves, conduits, or equipment, shall be subject to the provisions of Section 4.3 below, and (ii) for access over any travelways located on the Lot 3 Riverside Easement Area from time to time as reasonably necessary for the purposes set forth in this Section 4.2(a). Whole Oceans shall have the right to remove surface slabs or underground foundations from demolished structures in the exercise of its rights hereunder, subject to the terms hereof.

(b) The easement granted by Whole Oceans to BuckMill pursuant to Section 4.1(b) above shall be to (i) maintain, repair, rebuild, operate, and patrol all existing stormwater discharge lines, pipes, pipe lines, conduits, valves, meters, and other equipment, facilities, and appurtenances thereto currently used for conveying and discharging stormwater into the Penobscot River through the existing stormwater lines and facilities within the River Water Discharge System and Outflow Pipe #001B, together with any replacements or upgrades thereof in the same location, subject to the provisions of Section 4.3 below, and (ii) for access over any travelways located on the Lot 2 Riverside Easement Area from time to time as reasonably necessary for the purposes set forth in this Section 4.2(c).

### **Section 4.3 Terms and Conditions.**

(a) BuckMill and Whole Oceans shall be responsible for the cost of repair, upgrade, and maintenance of the River Water Discharge System in the following manner:

(i) The cost of repair, upgrade, and maintenance of any “Common Facilities” (as defined below) within the River Water Discharge System shall be shared by the Parties using such Common Facilities in proportion to the amount of water that each Party sharing that Common Facility bears to the total amount of water that all Parties sharing that Common Facility have discharged into that Common Facility during the preceding calendar year. Notwithstanding the foregoing, if a Party’s volume of water discharged through the Common Facilities increases by 100% or more over the prior year’s volume of water discharged through the Common Facilities, and any upgrade, repair or maintenance is performed in such year, then such Party’s share of the cost of such upgrade, repair or maintenance will be increased equitably to account for such increase in volume. The cost and repair of any “Exclusive Facilities” (as defined below) within the River Water Discharge System shall be borne solely by the Party that has the exclusive use of such Exclusive Facility.

(ii) As used herein, the term “**Exclusive Facilities**” shall mean any portion of the River Water Discharge System, as the case may be, that is used exclusively by a single Party and that no other Party has the right to use. The term “**Common Facilities**” shall mean any portion of the River Water Discharge System that is used by more than one Party or is connected in such a way so as to be capable of being used by more than one Party whether or not it is actually being used by more than one Party.

(iii) Whole Oceans shall be responsible for maintaining, upgrading and repairing the Common Facilities to which it is one of the benefited Parties at a sufficient level to handle the requirements of the Parties entitled to use the same; provided, however, that Whole Oceans shall not be required to make any capital expenditures to repair or replace any portion of the Common Facilities. Whole Oceans will invoice BuckMill for its prorata share in accordance with the above. Any such amounts invoiced shall be due and payable from BuckMill within ten (10) days of invoice. Any amounts due under this Section and not paid within ten (10) days of such invoice shall accrue interest at the lower of (a) the “**WSJ Prime Rate**” (as defined below) plus 100 basis points (the “**Default Interest Rate**”), and (b) the highest rate permitted under applicable

law, from the date of invoice until paid. The WSJ Prime Rate shall mean the rate of interest published in The Wall Street Journal from time to time as the "U.S. Prime Rate". If more than one Prime Rate is published in The Wall Street Journal for a day, the average of the Prime Rates shall be used, and such average shall be rounded up to the nearest one-quarter of one percent (.25%). If The Wall Street Journal ceases to publish the "U.S. Prime Rate", Whole Oceans shall select a comparable publication that publishes such "U.S. Prime Rate", and if such prime rates are no longer generally published, then Whole Oceans shall select a comparable interest rate index, at its reasonable discretion.

(iv) If Whole Oceans fails to satisfy in any material respect its obligations to maintain the Common Facilities as provided in clause (iii) above, and such failure continues for thirty (30) days after written notice thereof to Whole Oceans from any other Party using such Common Facilities setting forth in reasonable detail such failure and proposed action to be taken, the Party providing such notice shall have the right, but not the obligation, to perform such repair or maintenance or such obligations and recover from Whole Oceans its share of the cost of such repair and maintenance, which amount shall be paid within ten (10) days after notice from the Party performing such work confirming that such work has been completed and setting forth the amount of such costs, Whole Oceans' share and providing reasonable documentation with respect thereto (a "Reimbursement Request"). Any amount not paid within such 10-day period shall bear interest at the Default Interest Rate; provided, however, if on or before the end of such 10-day period Whole Oceans notifies the other Party that Whole Oceans disagrees with the amount claimed by such Party or with the right of such Party to exercise its self-help right under this subsection and demands arbitration under Section 6.1 hereof, then the parties will proceed to arbitration in accordance with Section 6.1. If the arbitration decision is that the Party providing the Reimbursement Request is entitled to reimbursement of its costs, such amount together with interest thereon from the date of the Reimbursement Request to the date of the arbitrator's decision at the Default Interest Rate shall be paid by Whole Oceans to such Party within ten (10) days after such arbitration decision is delivered to the parties.

(v) If any Party fails to timely pay its prorata share of expenses as provided in this Section 4.3(a) and arbitration is demanded in accordance with Section 6.1 hereof, the prevailing party shall be entitled to recover reasonable attorneys' fee and costs.

(b) Prior to any Party locating any new facilities or improvements permitted pursuant to this Section 4 in a portion of the Riverside Easement Area not owned by such Party, the Party installing any such new facilities or improvements shall first provide to the Party that owns the parcel where the new facilities or improvements are to be located engineered drawings reflecting such location. Any such location shall be subject to the prior approval of such owner, as provided in Section 4.3(n) below. Prior to any Party connecting into any portion of the existing River Water Discharge System, the Party making such connection shall first provide to the Party or Parties currently using that portion of the River Water Discharge System engineered drawings reflecting such connection. Any such connection shall be subject to the prior approval the Party or Parties already using such portion of the River Water Discharge System, as provided in

Section 4.3(n) below. If any facility or improvement is connected to a portion of the River Water Discharge System that is currently being used by one or more other Parties, the party that is making the connection shall also install a meter so that usage of water or other utility can be properly measured and its quality and effluent tested.

(c) The discharge by BuckMill of water to the Penobscot River through the River Water Discharge System shall not exceed 750,000 gallons per day on an intermittent basis. BuckMill shall install meters on its river water discharge facilities at locations approved by Whole Oceans that accurately track the total discharge of water by BuckMill to the Penobscot River.

(d) Unless otherwise approved by the applicable fee owner, all new intake and discharge water facilities installed on such fee owner's parcel shall be installed underground; provided, however, that all connections to existing facilities and those portions of the facilities customarily located above-ground or that need to be above-ground to reasonably access and/or repair or for safety reasons, such as pumps, valves, monitors, and regulators and the like, may be above-ground, together with structures to house any such above-ground facilities.

(e) The above easements shall include the right of benefited party to access by and with workers and equipment in order to carry out or effectuate the purposes of the easements specified above. During construction and any repair, replacement, upgrade, or maintenance, each Party shall have the temporary right to enter on adjacent property of a Party, with personnel, vehicles, and equipment, as reasonably required in order to undertake and complete such construction, repair, replacement, upgrade, or maintenance, upon advance notice to such Party. The Party performing such construction, repair, or maintenance shall use its good faith effort to minimize disruption to operations on such adjacent property.

(f) All intake and discharge facilities within the River Water Intake System and River Water Discharge System, now existing or added pursuant to this Indenture are collectively referred to herein as "**River Water Facilities**"). The Parties hereby covenant and agree that (i) each Party's River Water Facilities are and shall continue to be personal property notwithstanding their affixation or annexation to any real property; and (ii) such River Water Facilities are hereby severed and shall be and remain separate and severed from the real property on which they are located, even if affixed or annexed thereto now or in the future. To the extent applicable, this document shall constitute an agreement pursuant to Title 33 M.R.S. §455.

(g) Any Party undertaking any construction or work within the Riverside Easement Areas shall be obliged to obtain, or shall cause the appropriate party to obtain, all necessary local, state, and federal permits, licenses, consents, and entitlements related to any work to be done by it or on its behalf in the Riverside Easement Area. The other Parties shall reasonably cooperate in all such permitting processes, at no out of pocket cost or expense.

(h) Except as otherwise provided herein, BuckMill and Whole Oceans shall each cause its own River Water Facilities to be in good condition and repair so as not to interfere with the operation by the other Party of its River Water Facilities and so as not to present an environmental or safety hazard, and shall operate and maintain its respective River Water Facilities in accordance with all applicable laws, regulations, permits, and approvals.

(i) No Party shall, as a result of any work done by or for the benefit of such Party, suffer or permit any mechanic's or materialmen's lien to attach to the property of any other Party. In the event any such lien shall be filed and recorded, the Party having done such work or for whose benefit the work was done, shall promptly take steps to remove such lien in any lawful manner.

(j) In connection with the initial installation of any River Water Facilities and/or in connection with any subsequent work performed in connection therewith, the Party performing such work or for whose benefit such work is undertaken, agrees to restore all surface areas affected by such work as near as reasonably possible to its or their immediately prior condition; provided that such obligation to restore shall expressly exclude any obligation to restore vegetation.

(k) Each of BuckMill and Whole Oceans hereby agrees to indemnify and hold harmless the other from and against any and all damages, liabilities, losses, expenses, claims, and suits (including reasonable attorneys' fees) incurred or suffered in consequence of or arising in any manner out of (i) the negligent exercise by the indemnifying Party of the rights granted by this Article 4; or (ii) the breach or violation of the terms hereof by the indemnifying Party; and (iii) the discharge by the indemnifying party of any water, effluent or other materials in violation of any law, regulation or permit.

(l) Whole Oceans and BuckMill each reserves all rights to use their respective Riverside Easement Area in any manner that is not inconsistent with the rights granted to the other Party hereunder and does not interfere with the use and enjoyment by such other Party of the easements granted by this Article 4. The foregoing notwithstanding, Whole Oceans and BuckMill covenant and agree that they will not (i) construct any buildings or other permanent structures within the Riverside Easement Area situated above any River Water Facility owned by another Party without such Party's consent, not to be unreasonably withheld, conditioned or delayed, or (ii) conduct any excavation or utility work within the Riverside Easement Area without first affording any Party that has an easement right within such Riverside Easement Area thirty (30) days prior written notice of such intent, said notice to include reasonably detailed engineering plans of such work, except in the case of an emergency. Such other Party shall have 30 days to respond in writing to said notice and plans. Notwithstanding the foregoing, the Parties acknowledge and consent to the installation, maintenance and paving of the Loop Road, as depicted on the Easement Plan.

(m) The Parties acknowledge and agree this Indenture allows BuckMill and Whole Oceans to have facilities and improvements located in and under the Riverside Easement Area. The Parties agree to observe good utility practice and to use their good faith efforts to undertake activities within the Riverside Easement Area in such a manner so as to minimize any effect on the equipment, facilities, and infrastructure installed by the other Party or servicing the land of such other Party.

(n) With respect to any approval, consent, notice or plans to be submitted to any of the Parties under this Section, the Party receiving a request for such approval or consent, or receiving such notice or plans shall have 30 days to respond in writing, and the Party requesting

such approval or consent or submitting such notice and/or plans, as applicable, shall not commence any such excavation or utility work or other work or take such action subject to such approval or consent without receipt of the other Parties' prior approval or consent, which approval or consent shall not be unreasonably withheld, conditioned or delayed, provided that (x) if a Party receiving a request for such approval or consent, or receiving such notice and/or plans does not respond within such thirty (30) day period, the submitting Party may commence such work or take such action as specified therein, (y) any denial of approval or consent shall include a reasonably detailed explanation for the reason such denial, and (z) the foregoing will not apply in the event of any emergency, but the Party submitting such request for approval or consent or such notice and/or plans, as applicable, will provide notice of the same to the other Parties as soon as is practicable and will use reasonable efforts to minimize the work or action as necessary to address the emergency.

## **ARTICLE 5 OTHER EASEMENTS**

**5.1 Duct Bank Electrical Easement.** BuckMill hereby grants to BuckGen an easement over the Duct Bank Electrical Easement Area for purposes of maintaining electric utility lines and other related facilities that are required to connect the power generation facilities located on the BuckGen Parcel to the CMPCo's substation adjacent to Lot 3, and to maintain, repair, replace and upgrade such line and all facilities and appurtenances thereto.

**5.2 Grading Easement.** BuckMill hereby grants to Whole Oceans an easement to fill, grade, landscape, seed, plant grass and shrubs, mow, cut and trim the same over, under and across the Lot 4 Grading Easement Area to supply lateral support for the Whole Oceans Property (the "Grading Easement"). Whole Oceans agrees that prior to exercising its rights to initially fill and grade the Lot 4 Grading Easement Area it will submit plans to BuckMill for review and consultation. Whole Oceans and BuckMill shall review and negotiate in good faith to limit the impact of the Grading Easement on Lot 4. If BuckMill and Whole Oceans agree upon the plans for the Grading Easement, the scope of the Grading Easement shall be adjusted to be consistent with such plans. If BuckMill and Whole Oceans are unable to agree upon plans for the Grading Easement, Whole Oceans will modify the Grading Easement to be an easement within the Lot 4 Grading Easement Area, but limited to five (5) feet along the common boundary of Lot 2 and Lot 4, to construct a retaining wall and grading; provided that BuckMill agrees to pay promptly upon demand up to \$75,000 of the cost and expense incurred in connection with the design and construction of such retaining wall. Such demand shall include reasonable supporting documentation for such cost and expense.

**5.3. Stormwater Easement.** BuckGen hereby grants to BuckMill, for the benefit of Lot 4, a perpetual easement over, under and across the BuckGen Parcel for the existing storm water system serving Lot 4 in order to transport and discharge stormwater from Lot 4, together with the right and to maintain, repair, replace and upgrade such system and all facilities and appurtenances thereto.

**5.4. Terms and Conditions.**

(a) The easements granted in this Article 5 shall include the right of Whole Oceans, BuckGen and BuckMill, as applicable, for access by workers and equipment in order to carry out or effectuate the purposes of the easements specified above. During construction and any repair, replacement, upgrade, or maintenance, Whole Oceans, BuckMill and BuckGen, as applicable, shall have the temporary right to enter on adjacent property of the Parties, with personnel, vehicles, and equipment, as reasonably required in order to undertake and complete such construction, repair, and maintenance, upon advance notice to the Party owning such adjacent property. The Party making such entry shall use its good faith efforts to minimize disruption to operations on such adjacent property.

(b) Prior to BuckMill or BuckGen locating any new facilities or improvements permitted hereunder in a portion of the easement areas specified in Section 5.1 and Section 5.3 not owned by such party, such party shall first provide to the Party that owns the parcel where the new facilities or improvements are to be located engineered drawings reflecting such location. Any such location shall be subject to the prior approval such owner, not to be unreasonably withheld, conditioned or delayed. Prior to BuckMill or BuckGen connecting into any portion of the existing infrastructure, such Party shall first provide to the Party or Parties currently using that portion of the existing infrastructure engineered drawings reflecting such connection. Any such location shall be subject to the prior approval the Party or Parties already using such portion of the existing infrastructure, not to be unreasonably withheld, conditioned or delayed.

(c) Any Party performing any work in the easement areas specified in this Article 5 shall be obliged to obtain, or shall cause the appropriate party to obtain, all necessary local, state, and federal permits, licenses, consents, and entitlements related to any work to be done by it or on its behalf. The Party that owns the parcel over which such work is being conducted shall reasonably cooperate in all such permitting processes, at no out of pocket cost or expense.

(d) No Party shall suffer or permit any mechanic's or materialmen's lien to attach to the property of any other Party by virtue of the exercise of such Party's rights under this Article 5. In the event any such lien shall be filed and recorded, the Party having done such work or for whose benefit the work was done shall promptly take steps to remove such lien in any lawful manner.

(e) Any Party performing any work in the easement areas set forth in this Article 5 agrees to promptly restore all areas of such easement areas affected by such work as near as reasonably possible to its or their immediately prior condition; provided that such obligation to restore shall expressly exclude any obligation to restore vegetation and provided further that such obligation to restore shall not apply to the grading easement created under Section 5.2 above for the initial installation of the loam, fill and initial landscaping and shall arise only in the event that subsequent to such initial work, Whole Oceans performs any repair and maintenance or otherwise disturbs the Lot 4 Grading Easement Area.

(f) Each Party (an "Indemnifying Party") hereby agrees to indemnify and hold harmless the other Parties from and against any and all damages, liabilities, losses, expenses,

claims, and suits (including reasonable attorneys' fees) incurred or suffered as a consequence of or arising in any manner out of the Indemnifying Party's exercise of the rights granted by this Article 5 by the Indemnifying Party or its officers, employees, agents, contractors, or invitees, or the breach or violation of the terms of this Article 5 by the Indemnifying Party, except to the extent caused by the negligence or intentional misconduct of the other Parties.

(g) BuckMill and Buck Gen agree to observe good utility practices, and to use their good faith efforts to undertake activities within the easement areas covered by Section 5.1 and 5.3 above in such a manner so as to minimize the effect on the equipment, facilities, and infrastructure installed by the other Parties located thereon or servicing the land of such other Parties, and at no time will a Party's access or utilities be negatively impacted by such activities without the prior consent in each case of such negatively impacted Party.

(h) In exercising their rights under this Article 5, the Parties agree to repair and maintain any infrastructure or improvements installed by such Party at such Party's sole expense as necessary to keep them in good condition, subject to reasonable wear and tear, and to ensure that they do not become a safety hazard.

(i) With respect to any approval, consent, notice or plans to be submitted to any of the Parties under this Section 5.4, the Party receiving a request for such approval or consent, or receiving such notice or plans shall have 30 days to respond in writing, and the Party requesting such approval or consent or submitting such notice and/or plans, as applicable, shall not commence any such excavation or utility work or other work or take such action subject to such approval or consent without receipt of the other Parties' prior approval or consent, which approval or consent shall not be unreasonably withheld, provided that (x) if a Party receiving such request for approval or consent or receiving such notice and/or plans does not respond within such thirty (30) day period, the submitting Party may commence such work or take such action as specified therein, (y) any denial of approval or consent shall include a reasonably detailed explanation for the reason such denial, and (z) the foregoing will not apply in the event of any emergency, but the Party submitting such request for approval or consent or such notice and/or plans, as applicable, will provide notice of the same to the other Parties as soon as is practicable and will use reasonable efforts to minimize the work or action as necessary to address the emergency.

## ARTICLE 6 GENERAL TERMS AND CONDITIONS

### Section 6.1. Arbitration.

(a) All disputes (each, a "**Dispute**") under this Indenture will be resolved by arbitration in accordance with the provisions of this Section.

(b) Either party may commence an arbitration proceeding by serving a written notice (an "**Arbitration Notice**") on the American Arbitration Association and on the other party or

parties involved not more than ninety (90) days after the expiration of the time period provided for the parties to resolve such Dispute (or any extension thereof that may be mutually agreed upon by the parties involved). The Arbitration Notice shall contain a reasonably detailed description of the Dispute and the remedy sought and shall set forth the name of the arbitrator selected by the party giving the Arbitration Notice. The parties receiving the Arbitration Notice shall, within fifteen (15) days after receipt thereof, serve a notice (the “Reply Notice”) on the party commencing the arbitration. Each Reply Notice shall contain a reasonably detailed response to the claim (including any counterclaims and remedies sought) by the parties giving the Reply Notice. If none of the parties submitting Reply Notices include an objection to the arbitrator designated in the Arbitration Notice or if no Reply Notice is timely given, then the arbitrator named in the Arbitration Notice shall serve as a sole arbitrator under this Section. If the arbitrator designated in the Arbitration Notice is objected to in any Reply Notice, as promptly as practicable, and no later than twenty (20) days after the date of the Reply Notice, the American Arbitration Association shall select a single arbitrator. Except as otherwise provided in this section, any arbitration hereunder shall be administered (and if necessary an arbitrator selected) by the American Arbitration Association in accordance with its Commercial Arbitration Rules, or if the Dispute involves a matter related to any construction, reconstruction, maintenance, or repair, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

(c) The arbitration proceeding shall take place in Portland, Maine, or in such other location as the Parties involved may agree in writing. The arbitrator shall:

(i) promptly fix a time and place for receiving information from the parties in connection with the Dispute at hand; and

(ii) make his or her decision only in relation to matters expressly referred to such arbitrator in accordance with this Section.

All decisions of the arbitrator or by a majority of the arbitrators shall be final and binding upon the parties involved.

(d) During the continuation of the resolution of any Dispute arising under this Indenture and except as an arbitrator or a court having jurisdiction shall order otherwise, the parties shall continue to perform their obligations under this Indenture.

(e) Anything to the contrary in this Section notwithstanding, if any Dispute involves the rights and obligations of one or more third parties and any such third parties do not agree to the arbitration provisions set forth in this Section, any party to this Indenture that is a party to the Dispute will have the right to resolve any such Dispute in a court of competent jurisdiction located in the State of Maine.

**Section 6.2 Insurance.** Each Party shall obtain and keep in full force and effect general liability insurance in amounts of not less than \$1,000,000 for any single event and not less than \$3,000,000 in the aggregate. The deductible and/or self-insurance reserve under any such policies shall not exceed \$50,000. Such policies shall include contractual liability

endorsements covering indemnification and other contractual liabilities hereunder. All such insurance policies shall be endorsed to name the other Parties as additional insured and to provide that such policies shall not be amended to reduce coverage or terminated without providing at least twenty (20) days prior written notice to the other Parties.

**Section 6.3 Limitation on Indemnification.** Notwithstanding anything to the contrary herein, any claim for indemnification hereunder shall be limited as follows: (a) no such claim shall include any recovery for any matter covered by any insurance kept or required to be maintained by the Party making claim to any indemnification; and (b) such indemnity shall not run to any consequential, special, or punitive damages.

**Section 6.4 Consent and Approval.** Whenever any Party's consent or approval is required hereunder, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, unless expressly stated otherwise.

**Section 6.5 Right to Relocate.** If any Party that is the fee owner of the land burdened by any of the easements granted or described in this Indenture reasonably determines that it is necessary for the development or efficient use of its property, such Party shall have the right to relocate any such easement, subject to compliance with all of the following requirements:

(a) The cost of any such relocation, along with any costs incurred by the easement holder as a result of such relocation, shall be borne by the Party seeking such relocation;

(b) Such relocation will not negatively impact the easement holder's use and enjoyment of its easement rights in any material respect;

(c) The Party seeking such relocation shall give the applicable easement holder not less than 90 days prior notice of the intent to relocate, along with a plan in reasonable detail depicting the relocated easement, together with engineered drawings depicting and providing the specifications for any new location or connection, which plans shall be subject to the approval of the applicable easement holder;

(d) The Party seeking such relocation shall obtain any and all necessary consents and approvals, including amending any applicable permits, if necessary;

(e) Such relocation shall be undertaken in such a manner so as not to cause any interruption of any service afforded by the easement;

(f) Such relocation work shall be undertaken in a good and workmanlike manner, using new materials, unless otherwise approved by the easement holder, and such work shall be performed in a good and workmanlike manner and in compliance with all applicable laws, rules, and regulations and once commenced must proceed diligently without any undue interruption until completion;

(g) The Party seeking such relocation shall have prepared, at its sole cost and expense, an amendment to the Easement Plan, reflecting such relocation, which amendment to Easement Plan shall be subject to the approval of the other Parties; and

(h) The Party seeking such relocation shall indemnify and hold harmless the applicable easement holder against any loss, damage, liability, cost, or expense, including loss of income and reasonable attorneys' fees, incurred by the applicable easement holder as a result of any such relocation.

**Section 6.6 Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered personally, (ii) one business day after being sent by nationally recognized overnight delivery service, return receipt requested, or (iii) three business days after being deposited in the United States mail, certified and with proper postage prepaid, return receipt requested, addressed as follows:

If to BuckMill:  
c/o American Iron & Metal Company, Inc.  
9100 Henri-Bourassa E.  
Montreal, QC H1E 2S4  
Canada  
Attn: General Counsel

If to Whole Oceans:  
Whole Oceans, LLC  
P.O. Box 7561  
2 Union Street  
Portland Maine  
04112 (P.O. Box)  
04101 (street address)

If to BuckGen:  
Bucksport Generation LLC  
2 River Road  
Bucksport, ME 04416  
Attention: Plant Manager & Legal Department

Any party may change the address to which notices or other communications are to be directed to it by giving notice of such change to the other parties in the manner provided in this Section and recording such notice of change of address in the Hancock County Registry of Deeds.

**Section 6.7 Amendments.** Any provision of this Indenture that affects the rights and/or obligations of all of the Parties can only be amended by a written instrument executed by all of the Parties. Any provision of this Declaration that affects the rights and/or obligations or less than all of the Parties may be amended by a written instrument executed by the Parties so affected. Any amendment signed by less than all of the Parties shall have no effect on, and shall be binding against, any Party that is not a signatory thereto. No amendment to this Indenture shall be effective until it is recorded in the Registry.

**Section 6.8 No Waiver.** The failure of any Party to insist upon strict performances of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

**Section 6.9 Partial Invalidity.** Invalidation of any of the provisions contained in this Indenture, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

**Section 6.10 No Partnership.** None of the terms or provisions of this Indenture shall be deemed to create a partnership between the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

**Section 6.11 Successors and Assigns.** This Indenture touches and concerns the land and constitutes covenants running with the Entire Property. The terms and conditions of this Indenture will be binding upon and shall inure to the benefit of, the Parties hereto and their respective successor and assigns of any portion of the Entire Property (each, a “**Successor**”) to the same extent binding upon the original party to this Indenture from which such Successor obtained any rights to the Entire Property and as if such Successor was an original Party to this Indenture. The foregoing notwithstanding, upon request of any Party, any Successor shall enter into a recordable joinder agreement in form and substance reasonably acceptable to the Parties other than the Successor, confirming its rights and obligations hereunder.

**Section 6.12 Applicable Laws.** Each original party hereto and each Successor hereby agrees that it shall exercise its rights and obligations under this Indenture in accordance with all applicable laws, rules, ordinances, court orders, governmental licenses, permits and approvals.

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IN WITNESS WHEREOF, the undersigned have each caused this instrument to be signed and sealed by a duly authorized officer or agent as of the date set forth in the introductory paragraph hereof.

WITNESS:

BUCKMILL:

BUCKSPORT MILL LLC, a Delaware limited liability company

Richard A. Coombs

By: Jeff McGlin  
Jeff McGlin  
Its Authorized Signatory

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss

On May 20, 2019, then personally appeared the above-named Jeff McGlin, as authorized signatory of Bucksport Mill LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Bucksport Mill LLC.

Before me,

Bonnie L. Martindale  
Notary Public Attorney at Law  
Print: Bonnie L. Martindale

WITNESS:

Robert W. Peartice

BUCKGEN:

BUCKSPORT GENERATION LLC, a  
Delaware limited liability company

By: Jeff McGlin  
Jeff McGlin  
Its Authorized Signatory

STATE OF MAINE  
COUNTY OF CUMBERLAND, ss

On May 20, 2019, then personally appeared the above-named Jeff McGlin, as authorized signatory of Bucksport Generation LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Bucksport Generation LLC.

Before me,

Bonnie L. Martusick  
Notary Public / Attorney at Law  
Print: Bonnie L. Martusick

WITNESS:

\_\_\_\_\_

WHOLE OCEANS:

WHOLE OCEANS, LLC, a Delaware limited liability company

By: Dale Reicks  
Name: DALE REICKS  
Its: MANAGER

STATE OF Texas  
COUNTY OF Chickasa, ss

On May 20, 2019, then personally appeared the above-named Dale Reicks, as Manager of Whole Oceans, LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Whole Oceans, LLC.

Before me,

Lois A Buch  
Notary Public  
Print: Lois A Buch

My commission  
expires  
8-15-21



EXHIBIT A

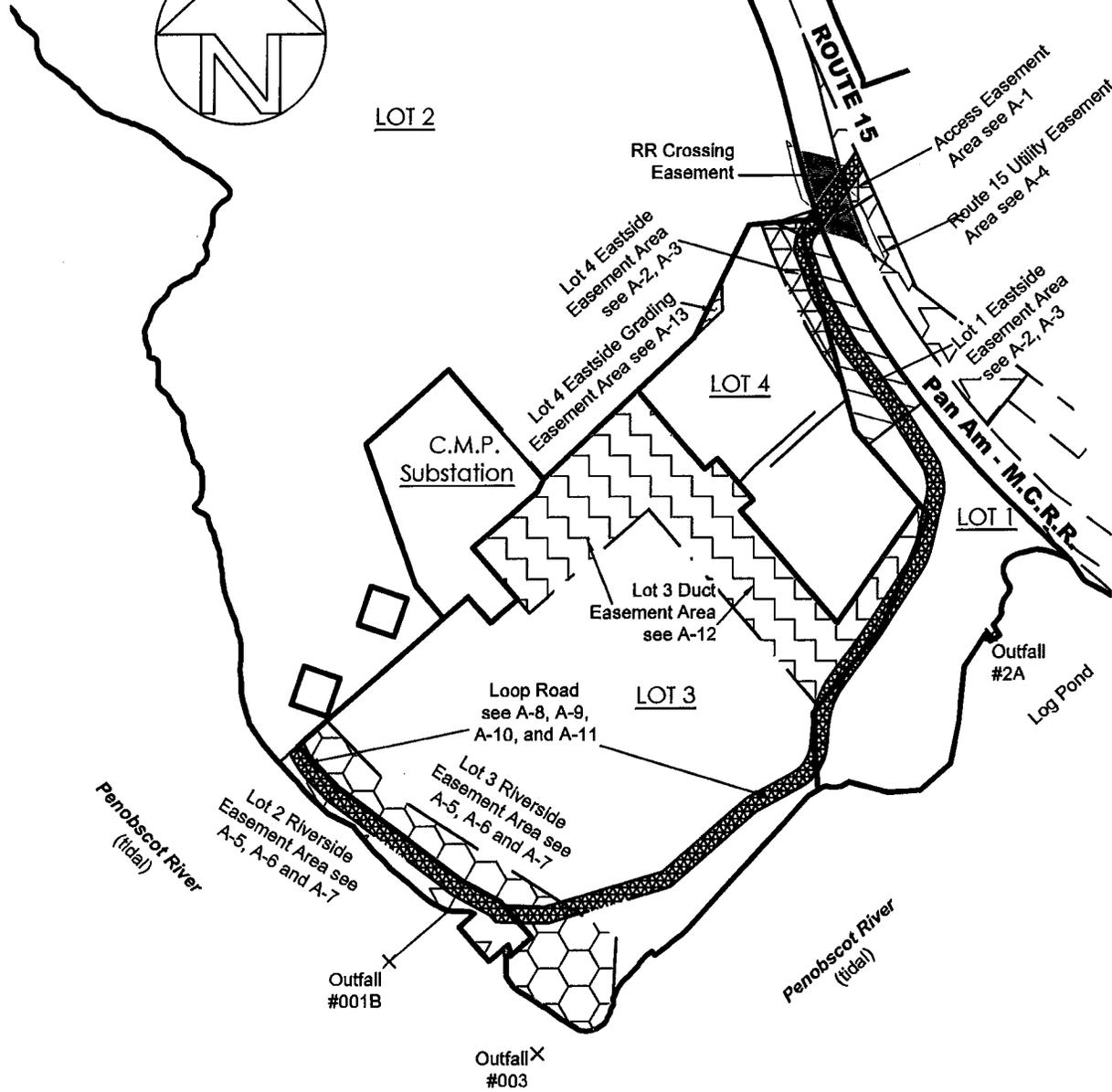
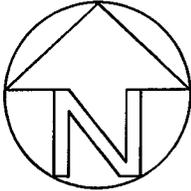
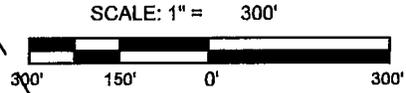
REDUCED COPY OF EASEMENT PLAN

(The reduced copy of the Easement Plan is attached hereto for the convenience of the reader. Reference should be made to the full sized copy of the Easement Plan to be recorded in the Hancock County Registry of Deeds)

NOTES:

- 1) REFERENCES LISTED HEREON ARE RECORDED IN THE HANCOCK COUNTY REGISTRY OF DEEDS, UNLESS OTHERWISE NOTED.
- 2) BEARINGS, NORTH ORIENTATION AND COORDINATES IN U.S. FEET LISTED HEREON REFERENCE GRID NORTH, MAINE COORDINATE SYSTEM OF 1983, EAST ZONE, NAD83\_2011.
- 3) THE PURPOSE OF THIS SKETCH IS TO DEPICT THE MODERN ACCESS AND UTILITY EASEMENTS OVER THE FORMER BUCKSPORT MILL SITE.

**EXHIBIT A-0 Index**  
 CROSS EASEMENTS  
 BUCKSPORT MILL, LLC  
 ROUTE 15 - BUCKSPORT, MAINE



**LEGEND**

---	ADJOINER
---	EASEMENT
---	BOUNDARY

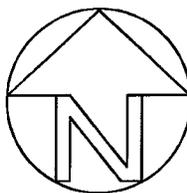
May 18, 2019  
 Project No. 98079 (PLS#2327)

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

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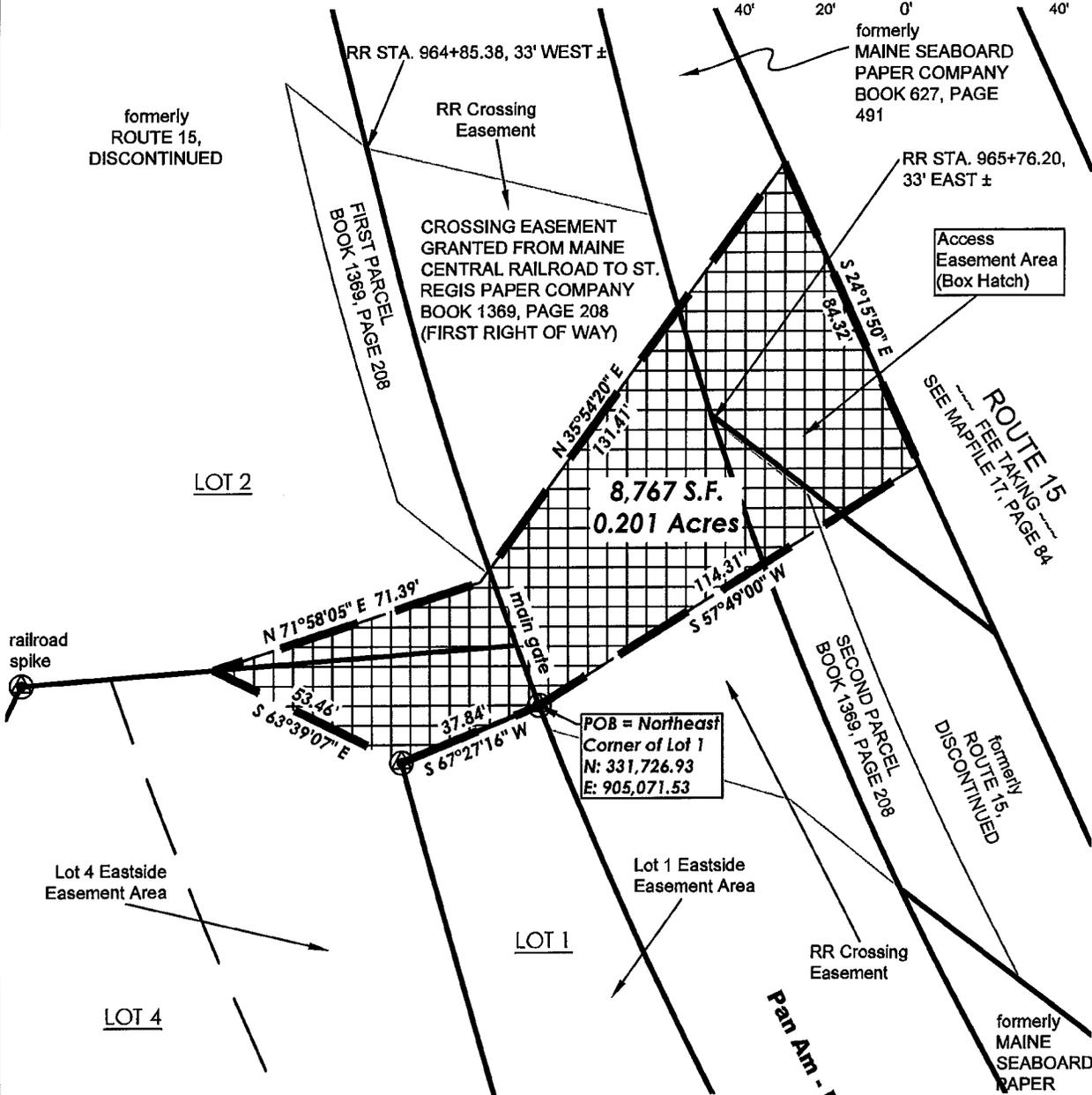
- 1) REFERENCES LISTED HEREON ARE RECORDED IN THE HANCOCK COUNTY REGISTRY OF DEEDS, UNLESS OTHERWISE NOTED.
- 2) BEARINGS, NORTH ORIENTATION AND COORDINATES IN U.S. FEET LISTED HEREON REFERENCE GRID NORTH, MAINE COORDINATE SYSTEM OF 1983, EAST ZONE, NAD83\_2011.
- 3) THE PURPOSE OF THIS SKETCH IS TO DEPICT THE MODERN ACCESS AND UTILITY EASEMENTS OVER THE FORMER BUCKSPORT MILL SITE.



**EXHIBIT A-1 Access**

CROSS EASEMENTS  
BUCKSPORT MILL, LLC  
ROUTE 15 - BUCKSPORT, MAINE

SCALE: 1" = 40'



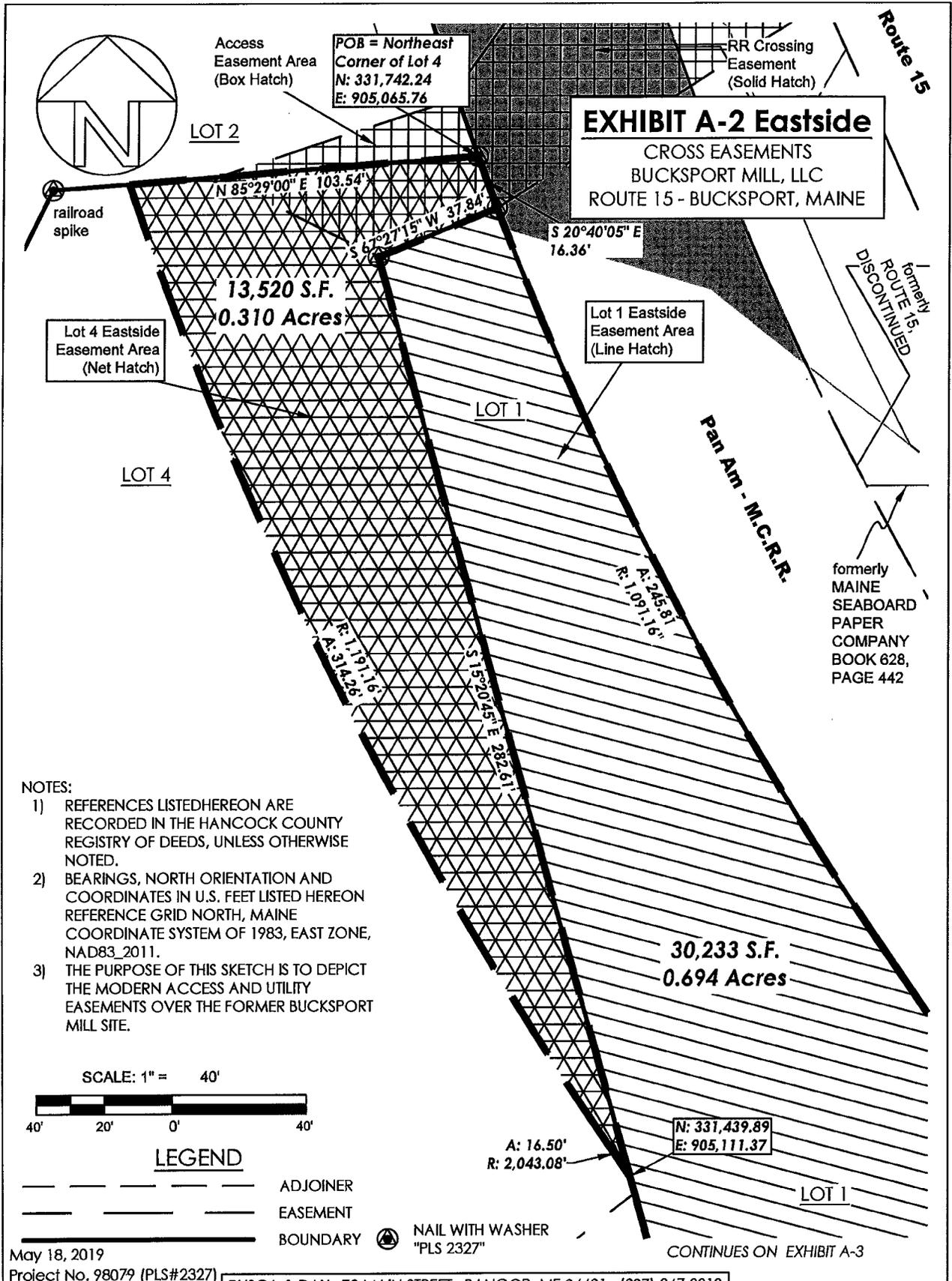
**LEGEND**

- ADJOINER
- EASEMENT
- BOUNDARY
- NAIL WITH WASHER "PLS 2327"

May 18, 2019  
Project No. 98079 (PLS#2327)

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

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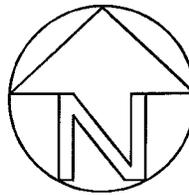
May 18, 2019  
 Project No. 98079 (PLS#2327)

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

CONTINUES ON EXHIBIT A-3

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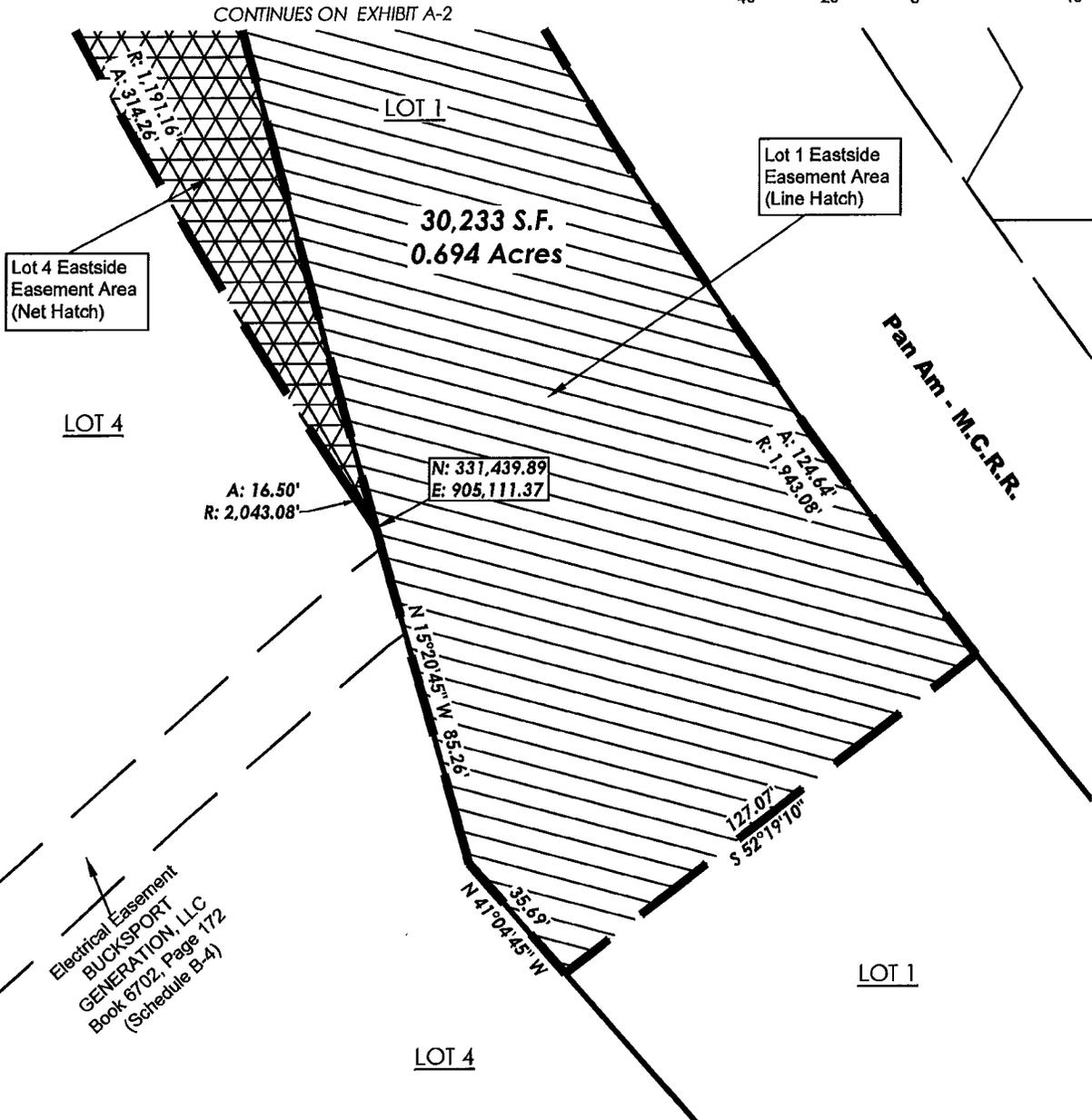
- 1) REFERENCES LISTED HEREON ARE RECORDED IN THE HANCOCK COUNTY REGISTRY OF DEEDS, UNLESS OTHERWISE NOTED.
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- 3) THE PURPOSE OF THIS SKETCH IS TO DEPICT THE MODERN ACCESS AND UTILITY EASEMENTS OVER THE FORMER BUCKSPORT MILL SITE.



**EXHIBIT A-3 Eastside**

CROSS EASEMENTS  
BUCKSPORT MILL, LLC  
ROUTE 15 - BUCKSPORT, MAINE

SCALE: 1" = 40'



**LEGEND**

	ADJOINER
	EASEMENT
	BOUNDARY

May 18, 2019  
Project No. 98079 (PLS#2327)

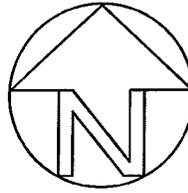
PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

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Electrical Easement  
BUCKSPORT  
GENERATION, LLC  
Book 6702, Page 172  
(Schedule B-4)

NOTES:

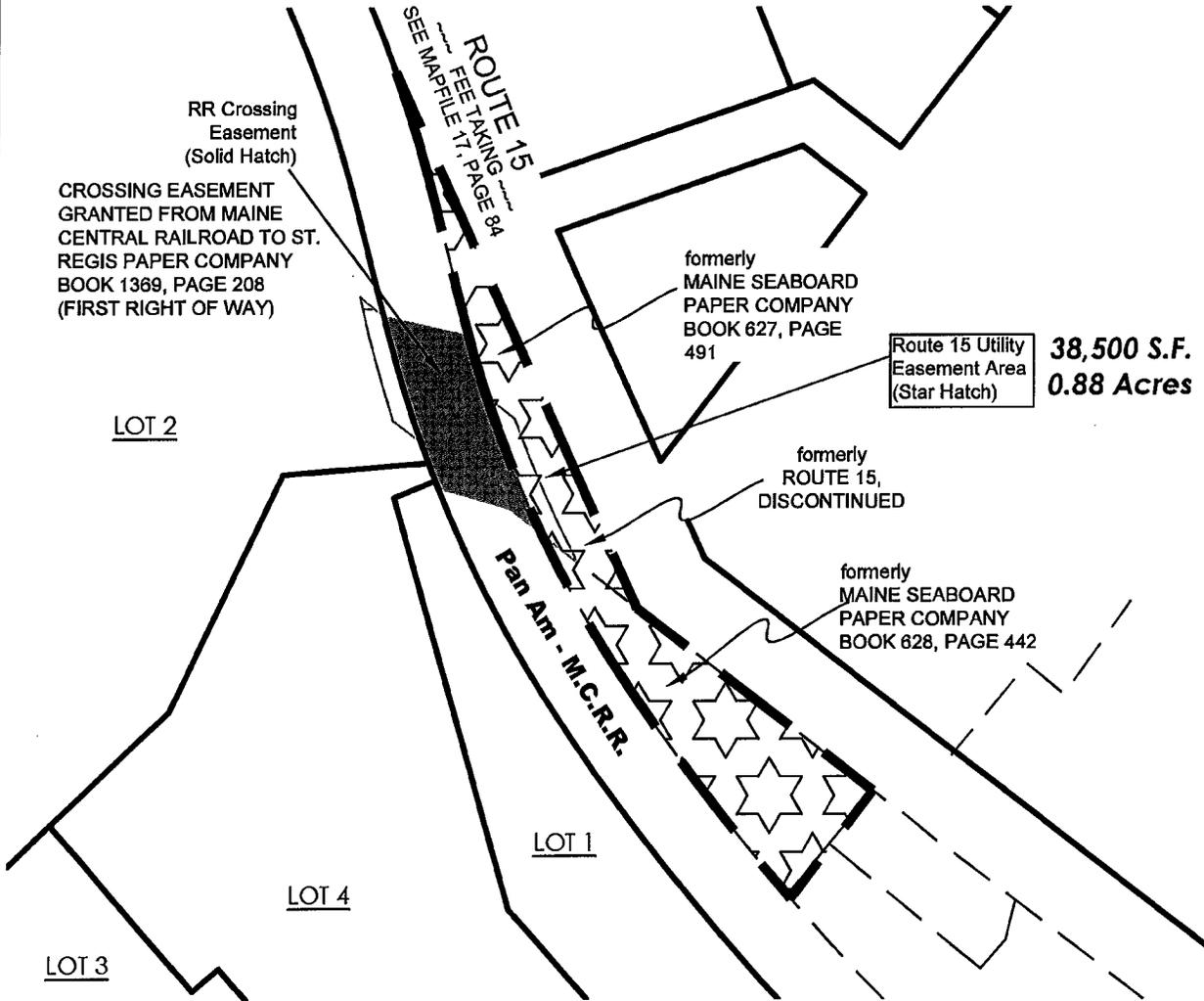
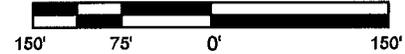
- 1) REFERENCES LISTED HEREON ARE RECORDED IN THE HANCOCK COUNTY REGISTRY OF DEEDS, UNLESS OTHERWISE NOTED.
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- 3) THE PURPOSE OF THIS SKETCH IS TO DEPICT THE MODERN ACCESS AND UTILITY EASEMENTS OVER THE FORMER BUCKSPORT MILL SITE.



**EXHIBIT A-4 Route 15  
Utility Easement**

CROSS EASEMENTS  
BUCKSPORT MILL, LLC  
ROUTE 15 - BUCKSPORT, MAINE

SCALE: 1" = 150'



**LEGEND**

- ADJOINER
- - - EASEMENT
- \_\_\_\_\_ BOUNDARY

May 18, 2019

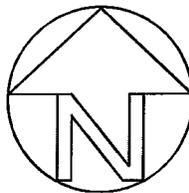
Project No. 98079 (PLS#2327)

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

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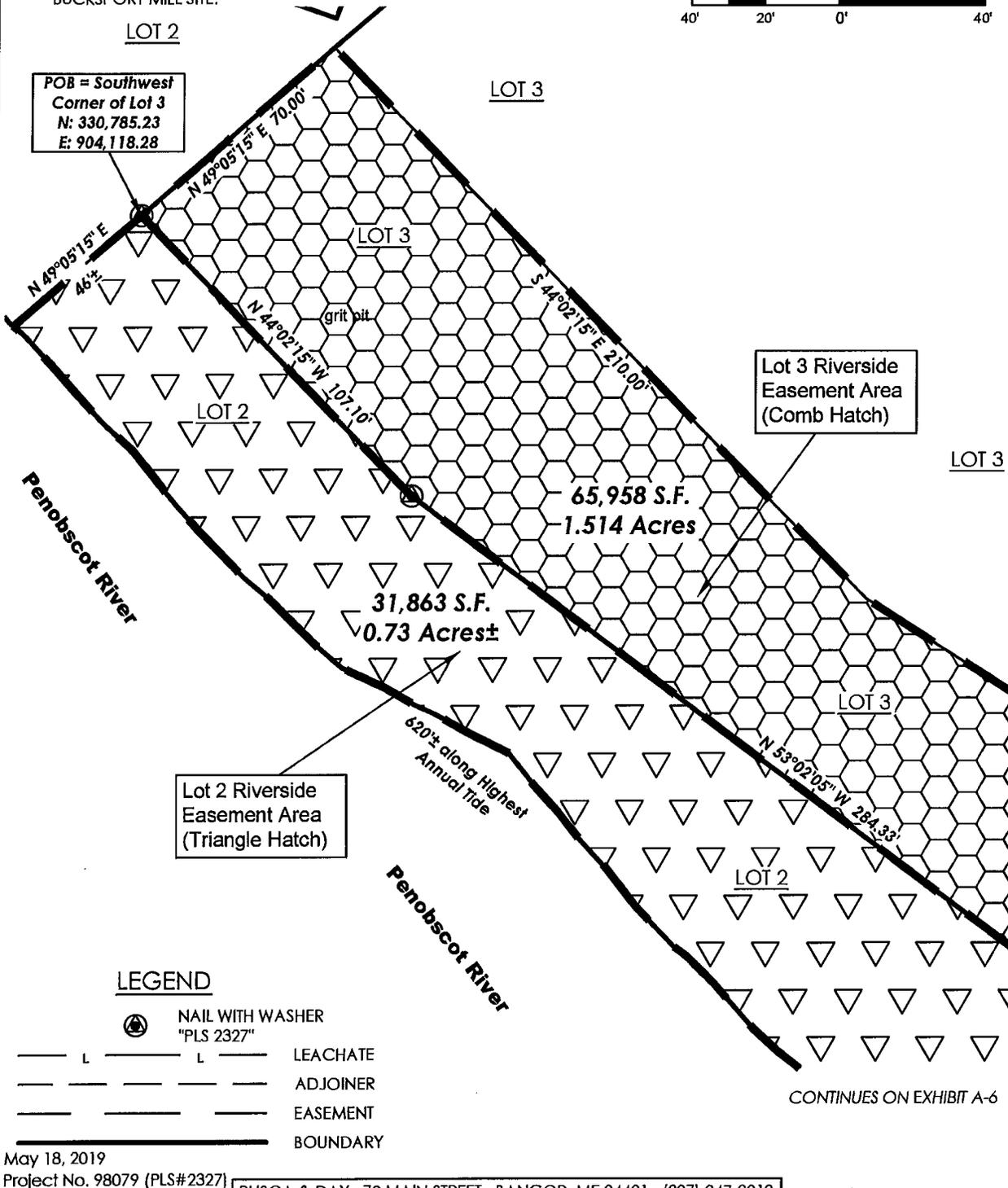
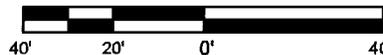
- 1) REFERENCES LISTED HEREON ARE RECORDED IN THE HANCOCK COUNTY REGISTRY OF DEEDS, UNLESS OTHERWISE NOTED.
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- 3) THE PURPOSE OF THIS SKETCH IS TO DEPICT THE MODERN ACCESS AND UTILITY EASEMENTS OVER THE FORMER BUCKSPORT MILL SITE.



**EXHIBIT A-5 Riverside**

CROSS EASEMENTS  
BUCKSPORT MILL, LLC  
ROUTE 15 - BUCKSPORT, MAINE

SCALE: 1" = 40'



**LEGEND**

- NAIL WITH WASHER "PLS 2327"
- LEACHATE
- ADJOINER
- EASEMENT
- BOUNDARY

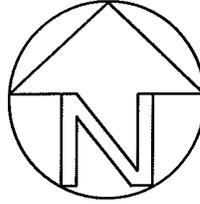
May 18, 2019  
Project No. 98079 (PLS#2327)

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

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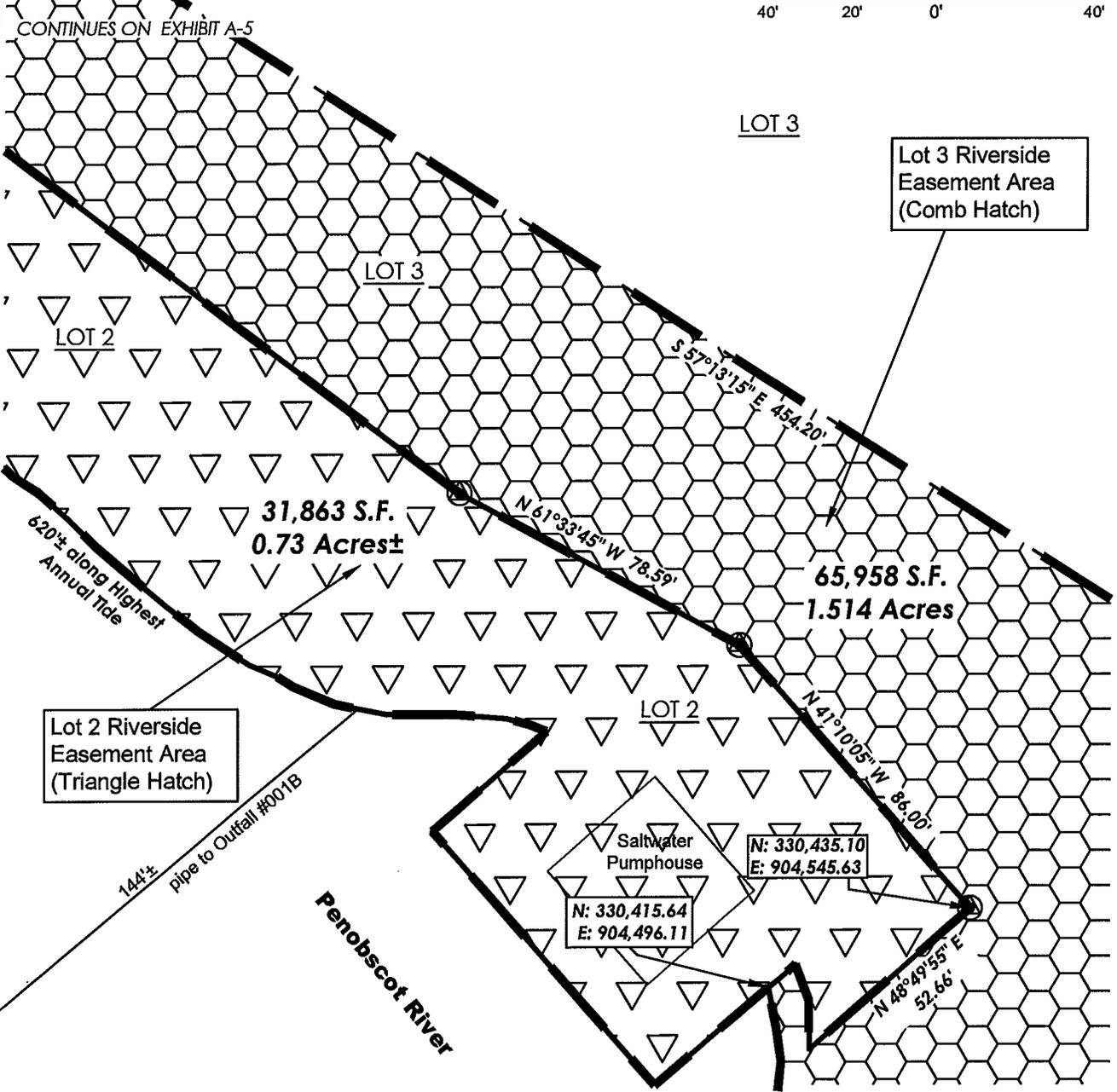
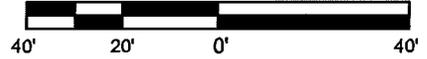
- 1) REFERENCES LISTED HEREON ARE RECORDED IN THE HANCOCK COUNTY REGISTRY OF DEEDS, UNLESS OTHERWISE NOTED.
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- 3) THE PURPOSE OF THIS SKETCH IS TO DEPICT THE MODERN ACCESS AND UTILITY EASEMENTS OVER THE FORMER BUCKSPORT MILL SITE.



**EXHIBIT A-6 Riverside**

CROSS EASEMENTS  
BUCKSPORT MILL, LLC  
ROUTE 15 - BUCKSPORT, MAINE

SCALE: 1" = 40'



Lot 2 Riverside Easement Area (Triangle Hatch)

Lot 3 Riverside Easement Area (Comb Hatch)

**LEGEND**

- PK NAIL WITH WASHER
- ADJOINER
- EASEMENT
- BOUNDARY

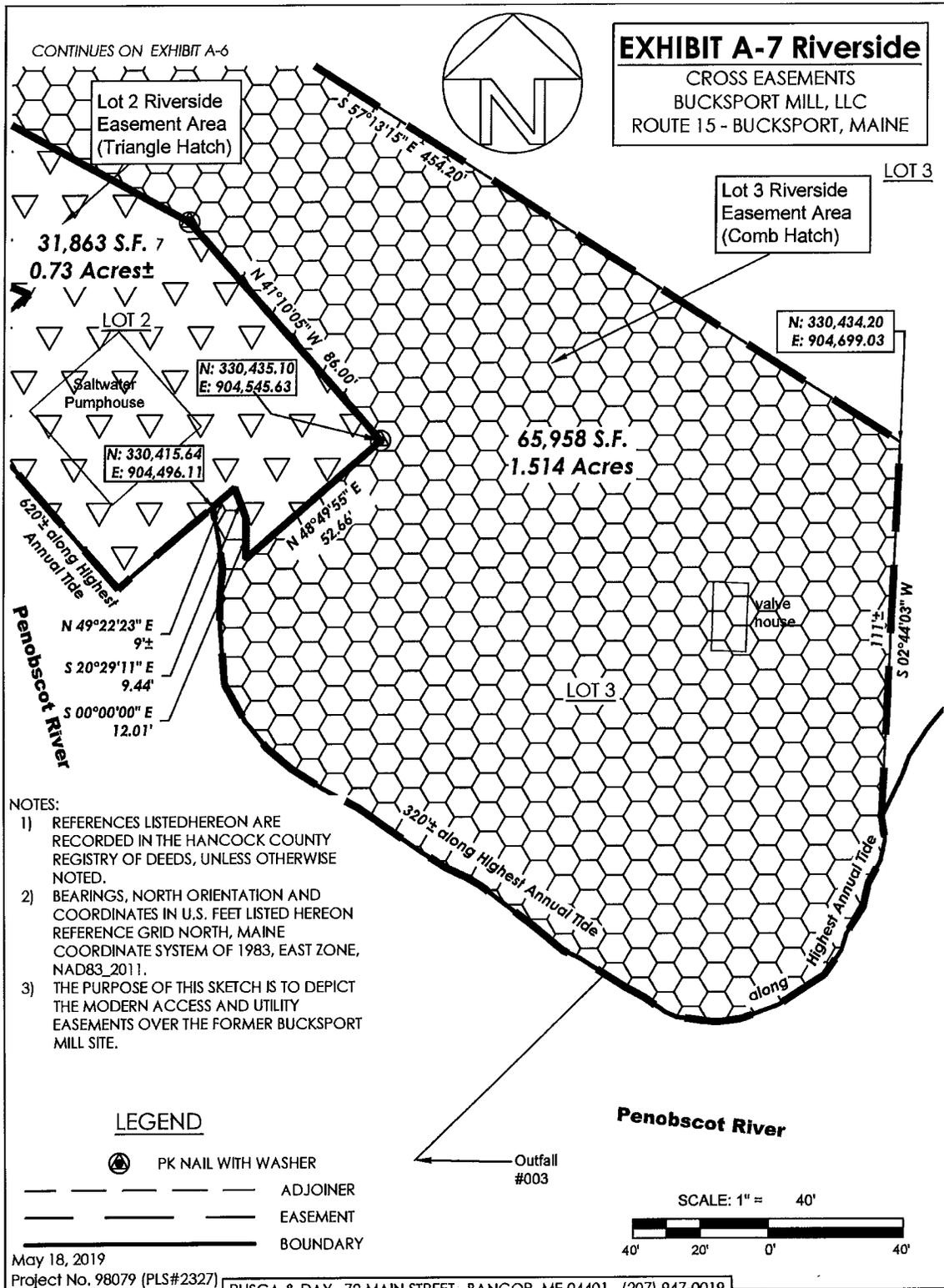
CONTINUES ON EXHIBIT A-7

May 18, 2019  
Project No. 98079 (PLS#2327)

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

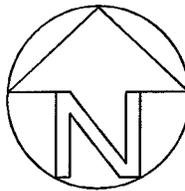
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Outfall #001B



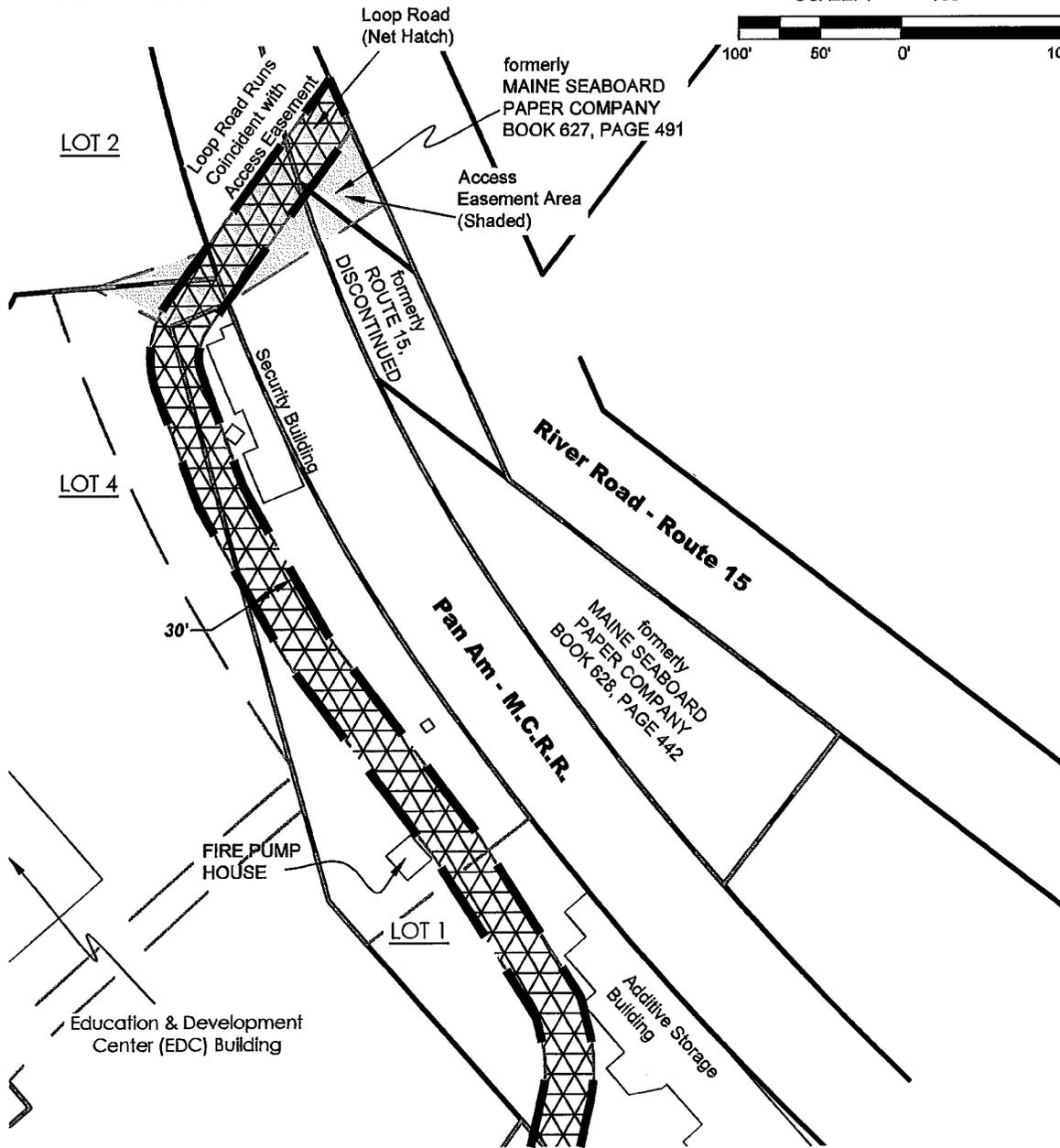
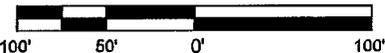
**NOTES:**

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- 2) BEARINGS, NORTH ORIENTATION AND COORDINATES IN U.S. FEET LISTED HEREON REFERENCE GRID NORTH, MAINE COORDINATE SYSTEM OF 1983, EAST ZONE, NAD83\_2011.
- 3) THE PURPOSE OF THIS SKETCH IS TO DEPICT THE MODERN ACCESS AND UTILITY EASEMENTS OVER THE FORMER BUCKSPORT MILL SITE.



**EXHIBIT A-8**  
**Loop Road**  
 CROSS EASEMENTS  
 BUCKSPORT MILL, LLC  
 ROUTE 15 - BUCKSPORT, MAINE

SCALE: 1" = 100'



**LEGEND**

- ADJOINER
- EASEMENT
- BOUNDARY

CONTINUES ON EXHIBIT A-9

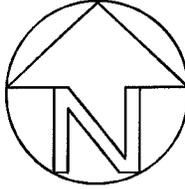
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May 18, 2019  
 Project No. 98079 (PLS#2327)

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

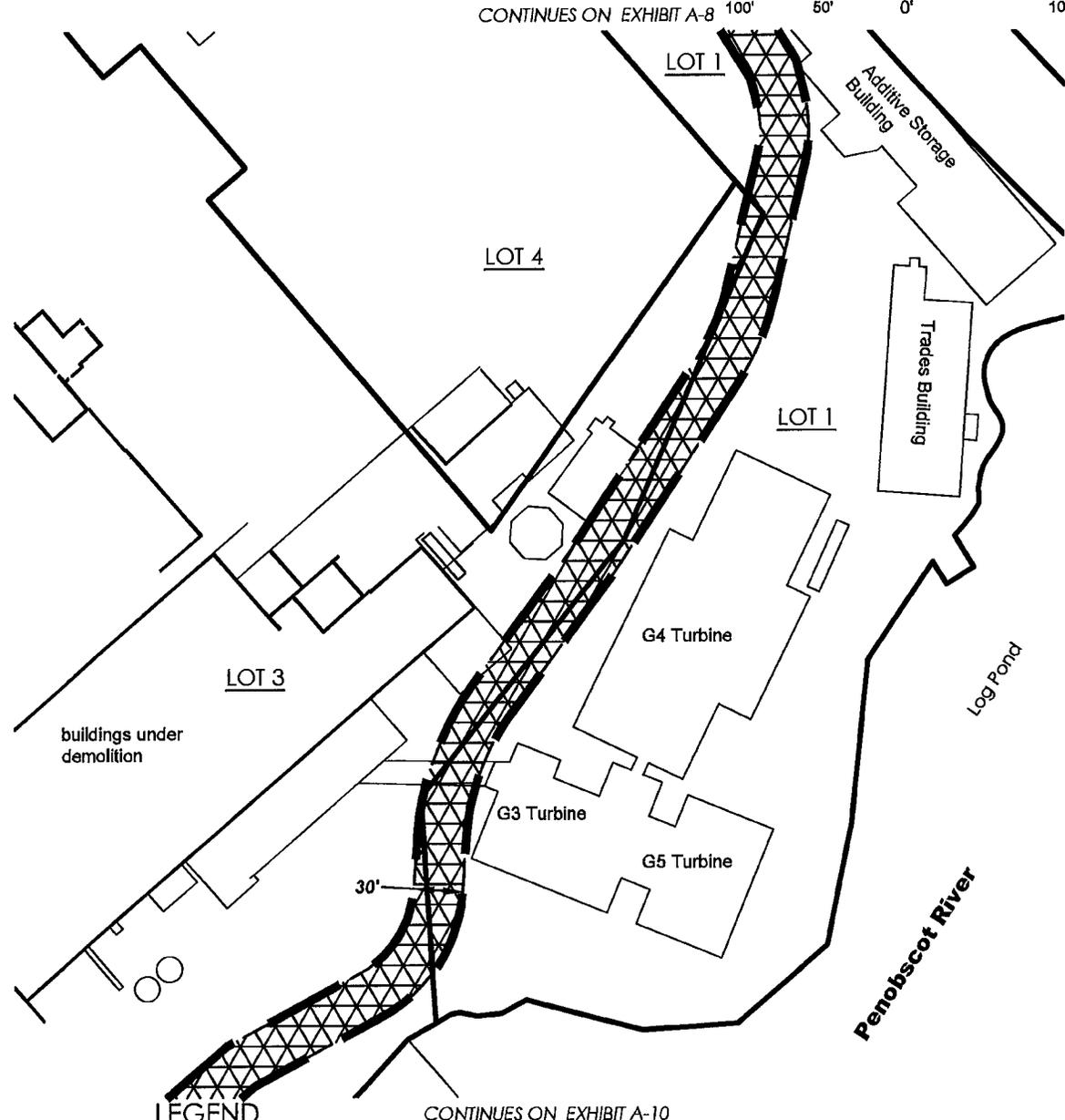
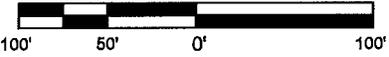
NOTES:

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- 2) BEARINGS, NORTH ORIENTATION AND COORDINATES IN U.S. FEET LISTED HEREON REFERENCE GRID NORTH, MAINE COORDINATE SYSTEM OF 1983, EAST ZONE, NAD83\_2011.
- 3) THE PURPOSE OF THIS SKETCH IS TO DEPICT THE MODERN ACCESS AND UTILITY EASEMENTS OVER THE FORMER BUCKSPORT MILL SITE.



**EXHIBIT A-9**  
**Loop Road**  
 CROSS EASEMENTS  
 BUCKSPORT MILL, LLC  
 ROUTE 15 - BUCKSPORT, MAINE

SCALE: 1" = 100'



**LEGEND**

	ADJOINER
	EASEMENT
	BOUNDARY

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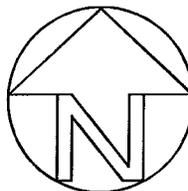
May 18, 2019

Project No. 98079 (PLS#2327)

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

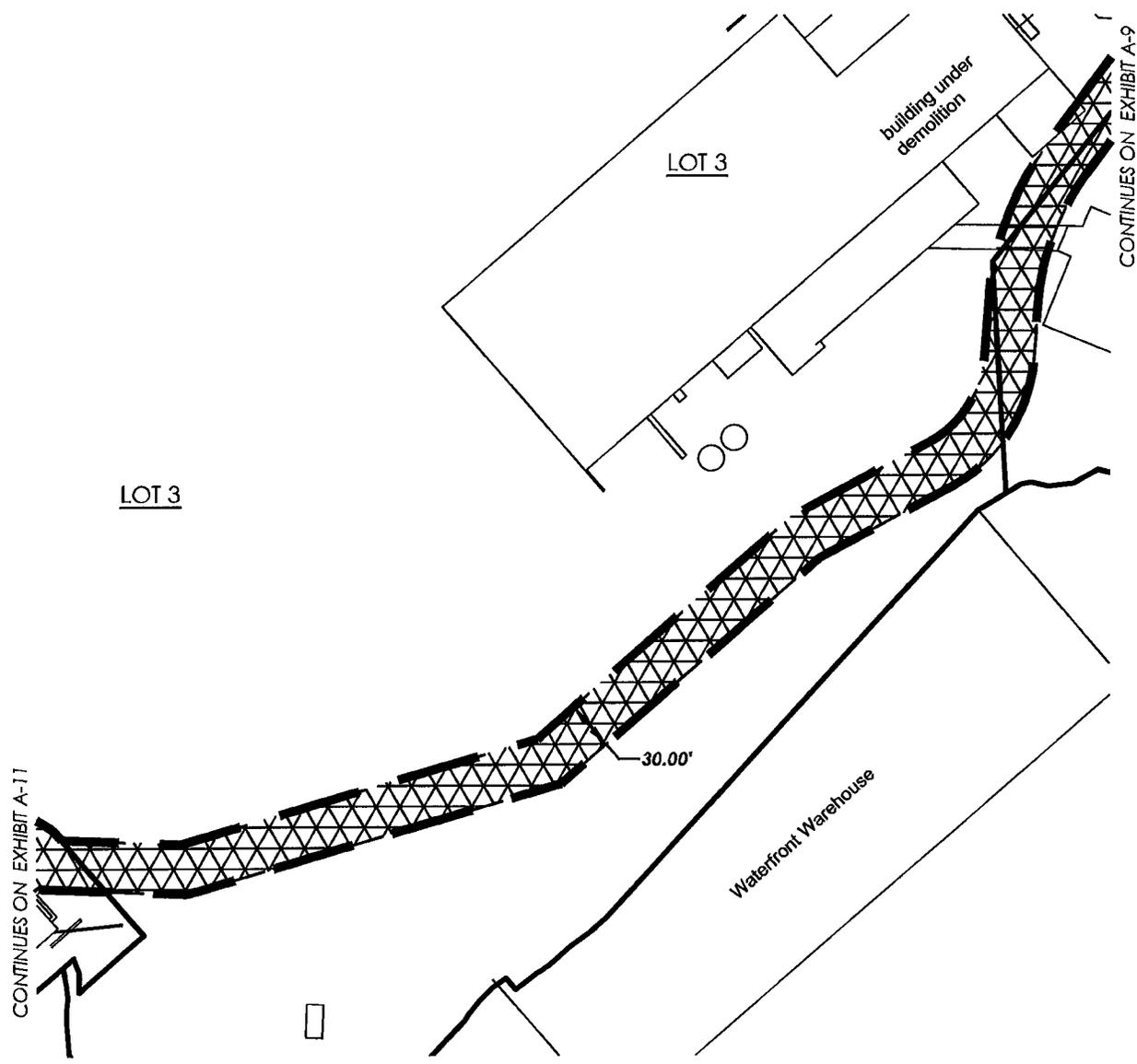
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- 2) BEARINGS, NORTH ORIENTATION AND COORDINATES IN U.S. FEET LISTED HEREON REFERENCE GRID NORTH, MAINE COORDINATE SYSTEM OF 1983, EAST ZONE, NAD83\_2011.
- 3) THE PURPOSE OF THIS SKETCH IS TO DEPICT THE MODERN ACCESS AND UTILITY EASEMENTS OVER THE FORMER BUCKSPORT MILL SITE.



**EXHIBIT A-10**  
**Loop Road**  
 CROSS EASEMENTS  
 BUCKSPORT MILL, LLC  
 ROUTE 15 - BUCKSPORT, MAINE

SCALE: 1" = 100'



**LEGEND**

- ADJOINER
- EASEMENT
- BOUNDARY

May 18, 2019

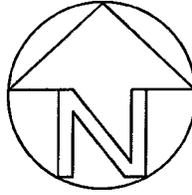
Project No. 98079 (PLS#2327)

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

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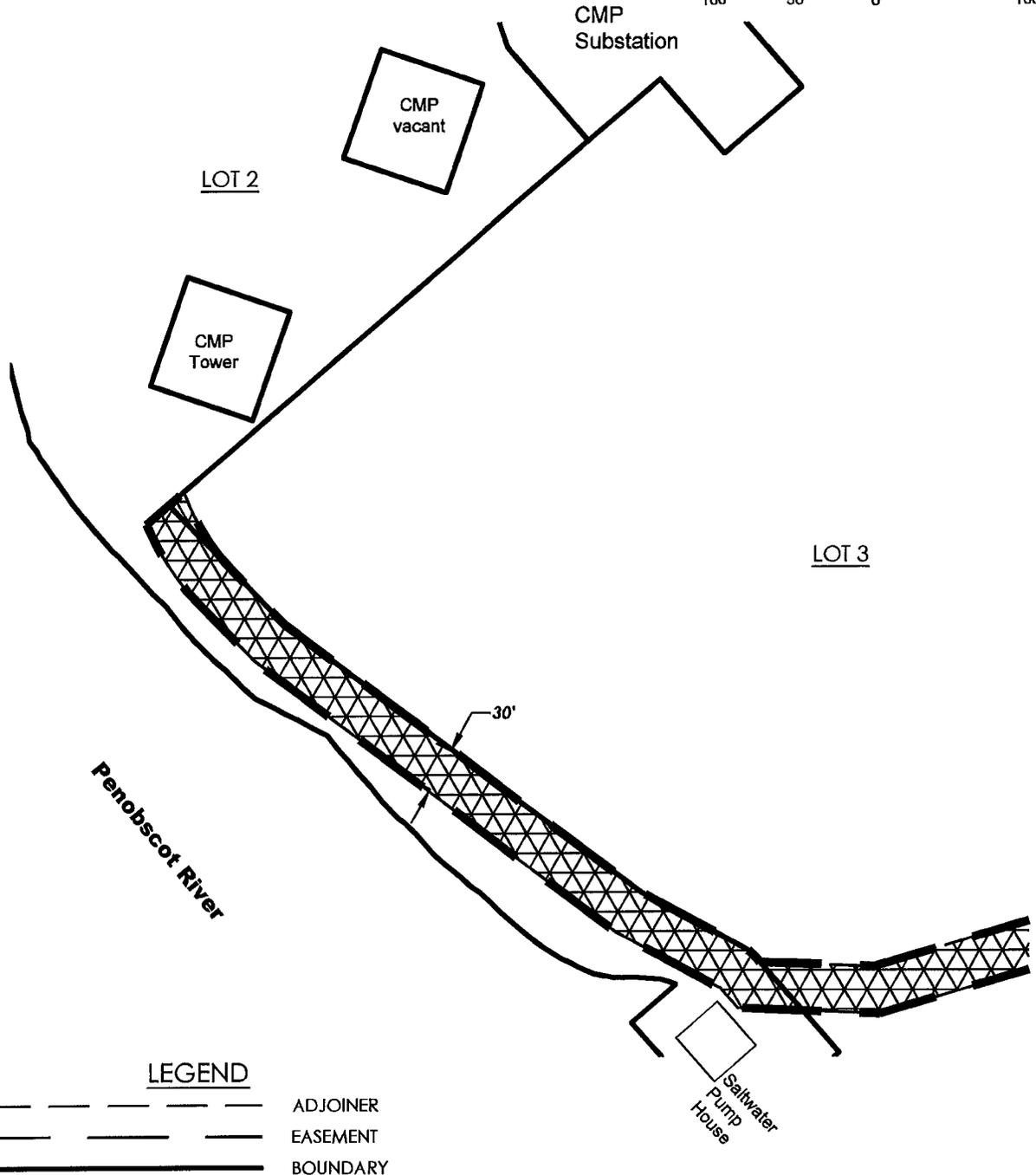
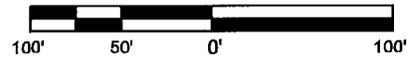
NOTES:

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- 3) THE PURPOSE OF THIS SKETCH IS TO DEPICT THE MODERN ACCESS AND UTILITY EASEMENTS OVER THE FORMER BUCKSPORT MILL SITE.



**EXHIBIT A-11**  
**Loop Road**  
 CROSS EASEMENTS  
 BUCKSPORT MILL, LLC  
 ROUTE 15 - BUCKSPORT, MAINE

SCALE: 1" = 100'



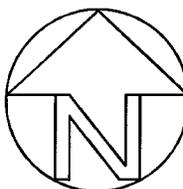
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May 18, 2019  
 Project No. 98079 (PLS#2327)

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

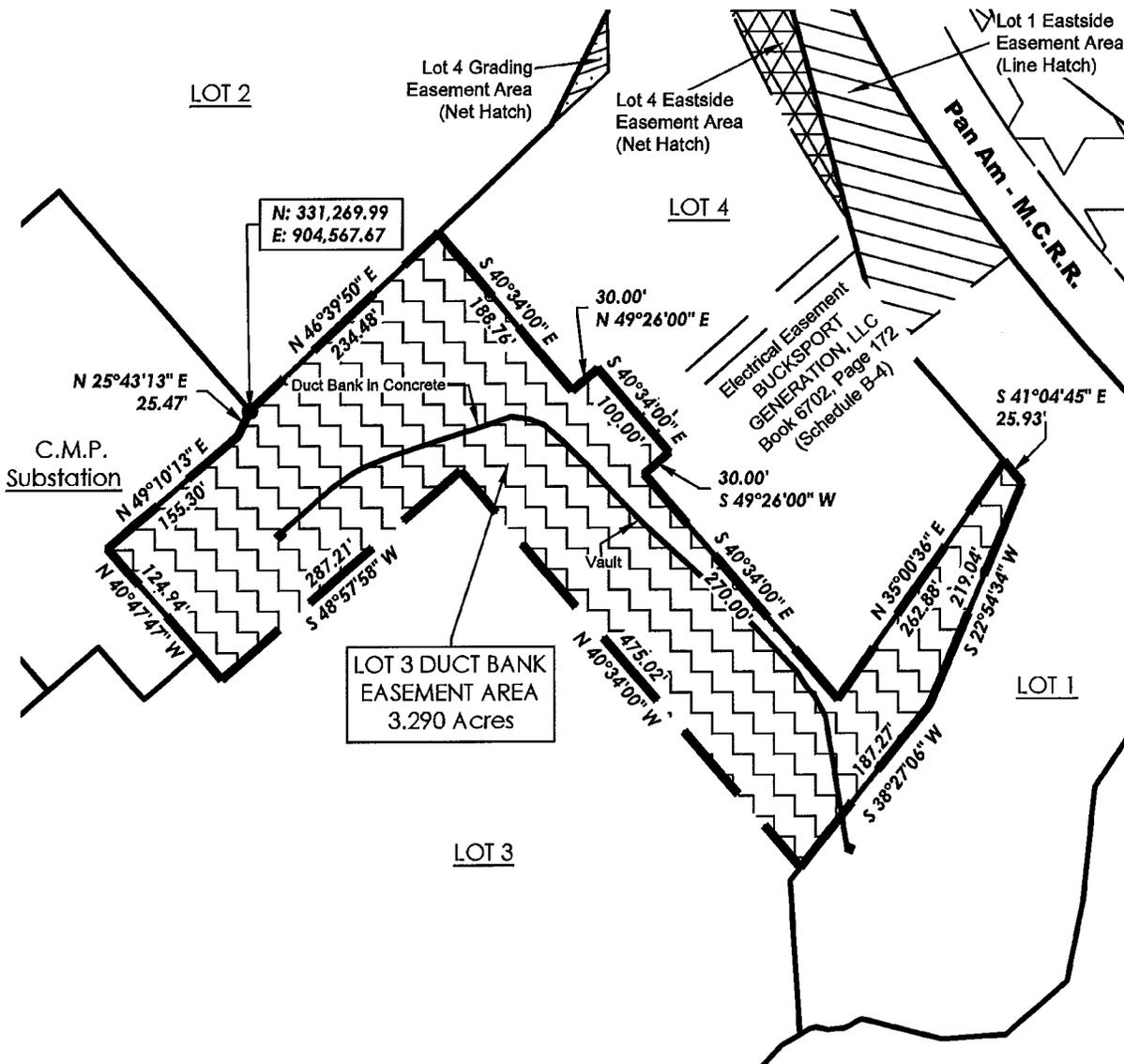
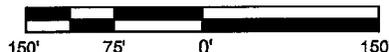
NOTES:

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- 2) BEARINGS, NORTH ORIENTATION AND COORDINATES IN U.S. FEET LISTED HEREON REFERENCE GRID NORTH, MAINE COORDINATE SYSTEM OF 1983, EAST ZONE, NAD83\_2011.
- 3) THE PURPOSE OF THIS SKETCH IS TO DEPICT THE MODERN ACCESS AND UTILITY EASEMENTS OVER THE FORMER BUCKSPORT MILL SITE.



**EXHIBIT A-12 Duct Bank Electrical**  
**CROSS EASEMENTS**  
 BUCKSPORT MILL, LLC  
 ROUTE 15 - BUCKSPORT, MAINE

SCALE: 1" = 150'



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**LEGEND**

- ADJOINER
- EASEMENT
- BOUNDARY
- IRON ROD SET IN 2018, CAPPED "PLS 2327"

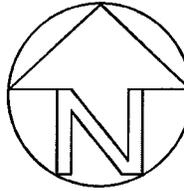
May 18, 2019

Project No. 98079 (PLS#2327)

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

NOTES:

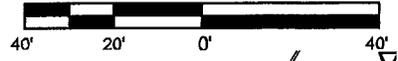
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- 3) THE PURPOSE OF THIS SKETCH IS TO DEPICT THE MODERN ACCESS AND UTILITY EASEMENTS OVER THE FORMER BUCKSPORT MILL SITE.



**EXHIBIT A-13**  
**Grading Easement**

CROSS EASEMENTS  
BUCKSPORT MILL, LLC  
ROUTE 15 - BUCKSPORT, MAINE

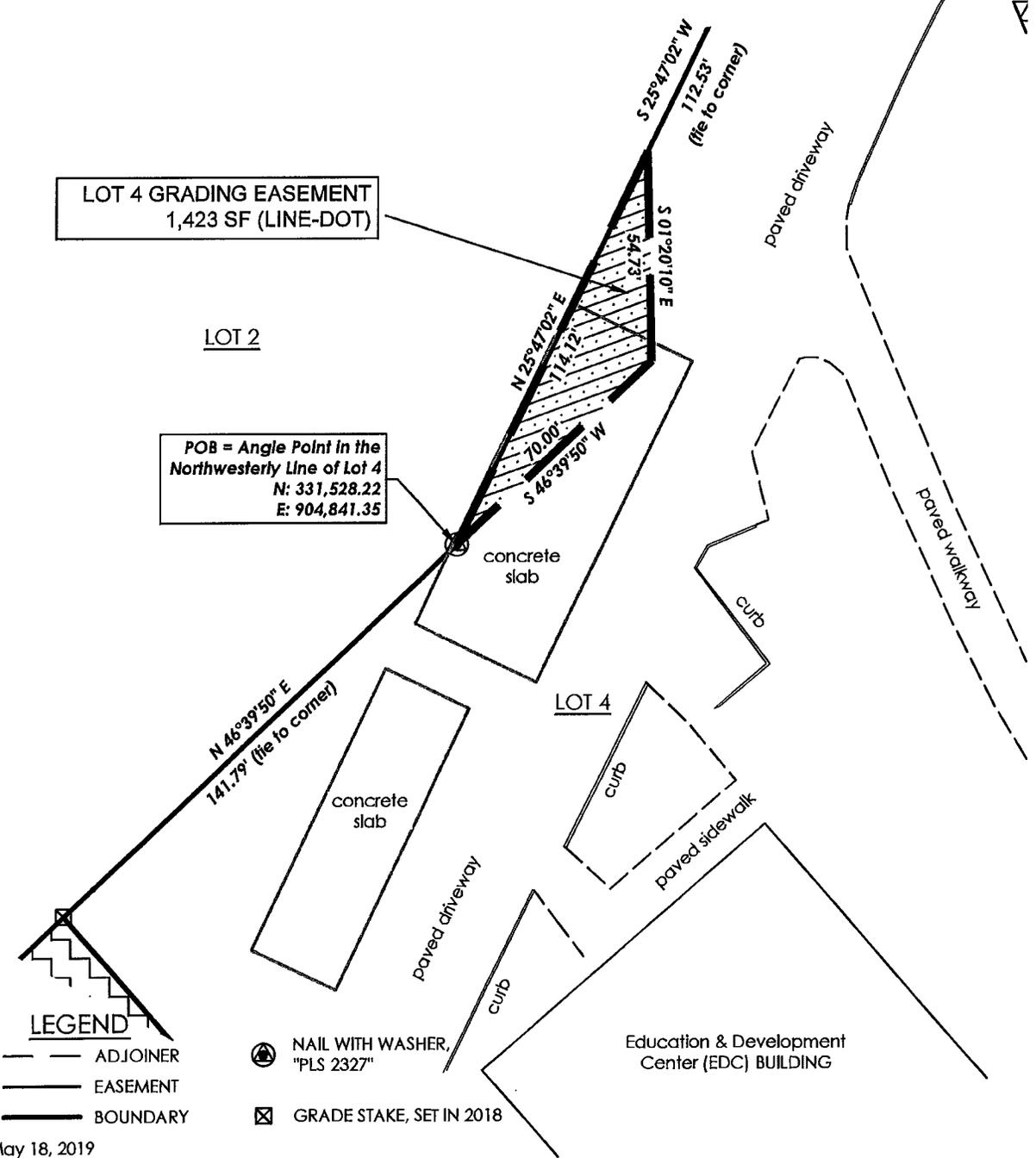
SCALE: 1" = 40'



LOT 4 GRADING EASEMENT  
1,423 SF (LINE-DOT)

LOT 2

POB = Angle Point in the  
Northwesterly Line of Lot 4  
N: 331,528.22  
E: 904,841.35



**LEGEND**

- ADJOINER
- EASEMENT
- BOUNDARY

- NAIL WITH WASHER, "PLS 2327"
- GRADE STAKE, SET IN 2018

May 18, 2019  
Project No. 98079 (PLS#2327)

PLISGA & DAY 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019

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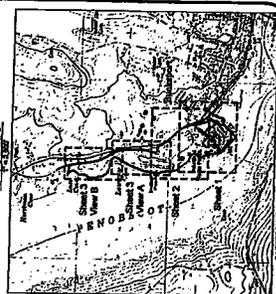
EXHIBIT B

REDUCED COPY OF AMENDED SUBDIVISION PLAN

(A reduced copy of the Subdivision Plan is attached hereto for the convenience of the reader. Reference should be made to the full sized copy of the Subdivision Plan recorded in the Hancock County Registry of Deeds)

**NOTES**

- 1) COORDINATE REFERENCE: THE COORDINATE REFERENCE IS THE HANCOCK COUNTY PROPERTY OF RECORD, IN THE 1000' BY 1000' GRID SYSTEM.
- 2) BOUNDARY AND SURFACE ELEVATIONS: BOUNDARY AND SURFACE ELEVATIONS ARE BASED ON THE HANCOCK COUNTY PROPERTY OF RECORD, IN THE 1000' BY 1000' GRID SYSTEM.
- 3) PROPERTY OF RECORD: THE PROPERTY OF RECORD IS THE HANCOCK COUNTY PROPERTY OF RECORD, IN THE 1000' BY 1000' GRID SYSTEM.
- 4) ELEVATION DATA: ELEVATION DATA IS BASED ON THE HANCOCK COUNTY PROPERTY OF RECORD, IN THE 1000' BY 1000' GRID SYSTEM.
- 5) SURFACE ELEVATIONS: SURFACE ELEVATIONS ARE BASED ON THE HANCOCK COUNTY PROPERTY OF RECORD, IN THE 1000' BY 1000' GRID SYSTEM.
- 6) BOUNDARY ELEVATIONS: BOUNDARY ELEVATIONS ARE BASED ON THE HANCOCK COUNTY PROPERTY OF RECORD, IN THE 1000' BY 1000' GRID SYSTEM.
- 7) ELEVATION DATA: ELEVATION DATA IS BASED ON THE HANCOCK COUNTY PROPERTY OF RECORD, IN THE 1000' BY 1000' GRID SYSTEM.
- 8) SURFACE ELEVATIONS: SURFACE ELEVATIONS ARE BASED ON THE HANCOCK COUNTY PROPERTY OF RECORD, IN THE 1000' BY 1000' GRID SYSTEM.
- 9) BOUNDARY ELEVATIONS: BOUNDARY ELEVATIONS ARE BASED ON THE HANCOCK COUNTY PROPERTY OF RECORD, IN THE 1000' BY 1000' GRID SYSTEM.
- 10) ELEVATION DATA: ELEVATION DATA IS BASED ON THE HANCOCK COUNTY PROPERTY OF RECORD, IN THE 1000' BY 1000' GRID SYSTEM.
- 11) SURFACE ELEVATIONS: SURFACE ELEVATIONS ARE BASED ON THE HANCOCK COUNTY PROPERTY OF RECORD, IN THE 1000' BY 1000' GRID SYSTEM.
- 12) BOUNDARY ELEVATIONS: BOUNDARY ELEVATIONS ARE BASED ON THE HANCOCK COUNTY PROPERTY OF RECORD, IN THE 1000' BY 1000' GRID SYSTEM.
- 13) ELEVATION DATA: ELEVATION DATA IS BASED ON THE HANCOCK COUNTY PROPERTY OF RECORD, IN THE 1000' BY 1000' GRID SYSTEM.
- 14) SURFACE ELEVATIONS: SURFACE ELEVATIONS ARE BASED ON THE HANCOCK COUNTY PROPERTY OF RECORD, IN THE 1000' BY 1000' GRID SYSTEM.
- 15) BOUNDARY ELEVATIONS: BOUNDARY ELEVATIONS ARE BASED ON THE HANCOCK COUNTY PROPERTY OF RECORD, IN THE 1000' BY 1000' GRID SYSTEM.
- 16) ELEVATION DATA: ELEVATION DATA IS BASED ON THE HANCOCK COUNTY PROPERTY OF RECORD, IN THE 1000' BY 1000' GRID SYSTEM.
- 17) SURFACE ELEVATIONS: SURFACE ELEVATIONS ARE BASED ON THE HANCOCK COUNTY PROPERTY OF RECORD, IN THE 1000' BY 1000' GRID SYSTEM.
- 18) BOUNDARY ELEVATIONS: BOUNDARY ELEVATIONS ARE BASED ON THE HANCOCK COUNTY PROPERTY OF RECORD, IN THE 1000' BY 1000' GRID SYSTEM.
- 19) ELEVATION DATA: ELEVATION DATA IS BASED ON THE HANCOCK COUNTY PROPERTY OF RECORD, IN THE 1000' BY 1000' GRID SYSTEM.
- 20) SURFACE ELEVATIONS: SURFACE ELEVATIONS ARE BASED ON THE HANCOCK COUNTY PROPERTY OF RECORD, IN THE 1000' BY 1000' GRID SYSTEM.

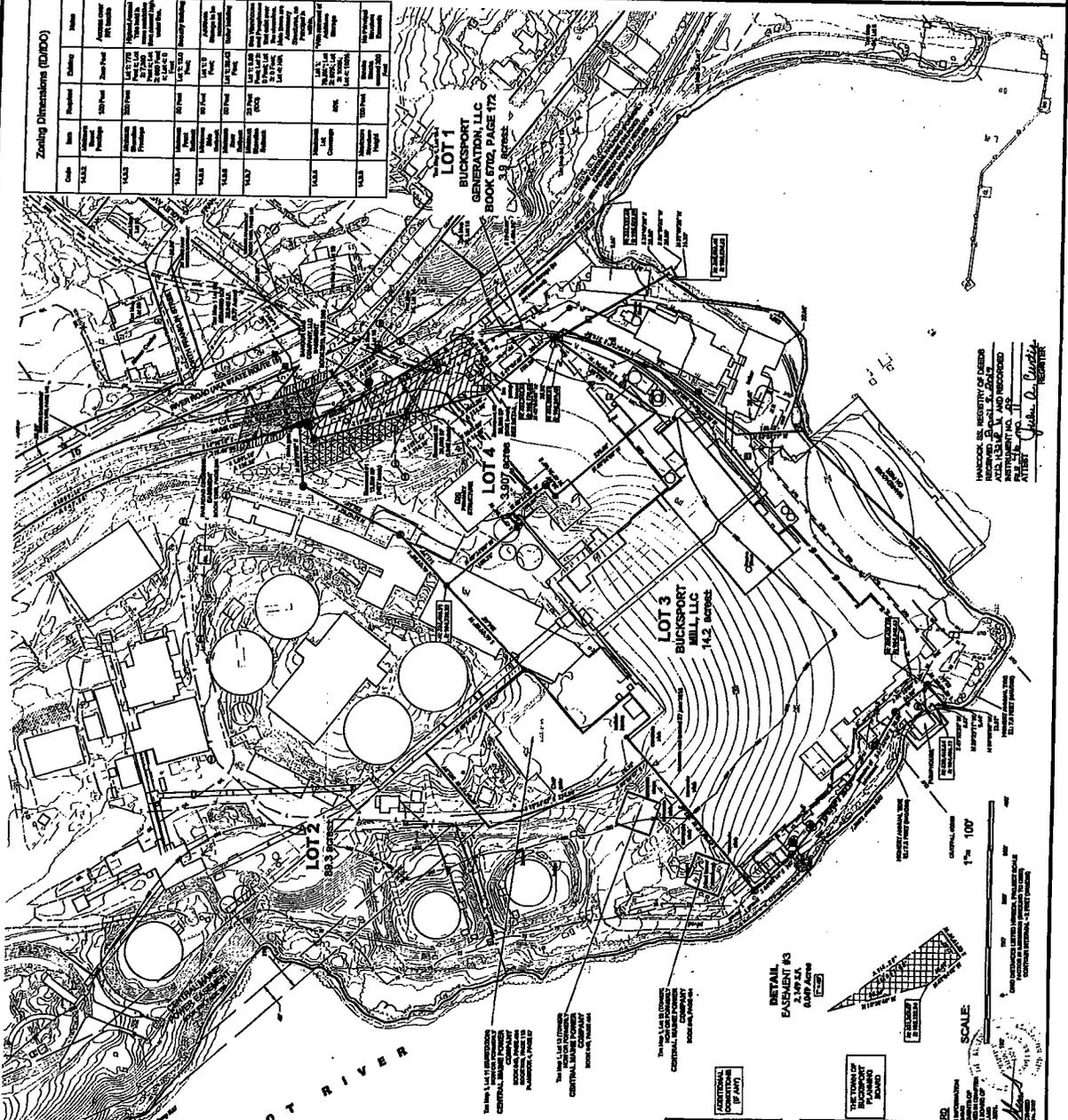


AMENDED SURVEY OF, NO. 08  
**AMENDED SUBDIVISION PLAN**  
 BUCKSPORT MILL, LLC  
 BUCKSPORT GENERATION, LLC  
 BUCKSPORT MILL, LLC  
 BUCKSPORT GENERATION, LLC  
 BUCKSPORT MILL, LLC  
 BUCKSPORT GENERATION, LLC

**PUSGA & DAY**  
 LAND SURVEYORS  
 1000' BY 1000' GRID SYSTEM  
 DATE: March 19, 2019  
 SCALE: 1" = 100'

**Zoning Dimensions (FOUR)**

Code	Min. Lot Area	Min. Lot Width	Min. Lot Depth	Min. Front Yard Setback	Min. Side Yard Setback	Min. Rear Yard Setback	Min. Front Setback	Min. Side Setback	Min. Rear Setback
R-1.5	1.5	100	100	10	5	5	10	5	5
R-2.0	2.0	100	100	10	5	5	10	5	5
R-2.5	2.5	100	100	10	5	5	10	5	5
R-3.0	3.0	100	100	10	5	5	10	5	5
R-3.5	3.5	100	100	10	5	5	10	5	5
R-4.0	4.0	100	100	10	5	5	10	5	5
R-4.5	4.5	100	100	10	5	5	10	5	5
R-5.0	5.0	100	100	10	5	5	10	5	5
R-5.5	5.5	100	100	10	5	5	10	5	5
R-6.0	6.0	100	100	10	5	5	10	5	5
R-6.5	6.5	100	100	10	5	5	10	5	5
R-7.0	7.0	100	100	10	5	5	10	5	5
R-7.5	7.5	100	100	10	5	5	10	5	5
R-8.0	8.0	100	100	10	5	5	10	5	5
R-8.5	8.5	100	100	10	5	5	10	5	5
R-9.0	9.0	100	100	10	5	5	10	5	5
R-9.5	9.5	100	100	10	5	5	10	5	5
R-10.0	10.0	100	100	10	5	5	10	5	5



**LOT AREA TABLE**

Lot #	Area (Acres)
1	3.97
2	1.18
3	14.3
4	1.18
<b>TOTAL</b>	<b>11.63</b>

**DETAIL EASEMENT #3**  
 EASEMENT #3  
 EASEMENT #3

**SCALE:** 1" = 100'

**DATE:** 1-2-2019

**BY:** [Signatures]

**FOR:** [Signatures]

**APPROVED:** [Signature]

**RECORDING:** [Signature]

**NOTARY:** [Signature]

HANCOCK COUNTY PROPERTY OF RECORD  
 RESERVED BY BUCKSPORT MILL, LLC  
 BUCKSPORT GENERATION, LLC  
 BUCKSPORT MILL, LLC  
 BUCKSPORT GENERATION, LLC  
 BUCKSPORT MILL, LLC  
 BUCKSPORT GENERATION, LLC







**NOTES**

1. THIS SUBDIVISION PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONVEYANCE OF ANY INTEREST IN THE LAND UNLESS IT IS FIRST APPROVED BY THE CLERK OF COURTS, CLATSOP COUNTY, OREGON.

2. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE ZONING ORDINANCES, LOCAL ORDINANCES, AND STATE LAWS.

3. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL ENVIRONMENTAL REGULATIONS.

4. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL HISTORIC PRESERVATION REGULATIONS.

5. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL UTILITY REGULATIONS.

6. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL WATER RIGHTS REGULATIONS.

7. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAND USE REGULATIONS.

8. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL PLANNING REGULATIONS.

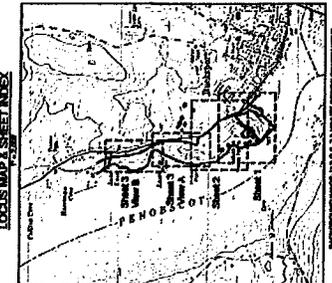
9. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL TRANSPORTATION REGULATIONS.

10. THE SUBDIVISION IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL PUBLIC SAFETY REGULATIONS.

HANCOCK, BE PROPERTY OF RECORDS  
 RECEIVED JAN 14 2019  
 INSTRUMENT NO. 2019005790  
 PAGE 3 OF 3  
 J. D. [Signature]

**LEGEND**

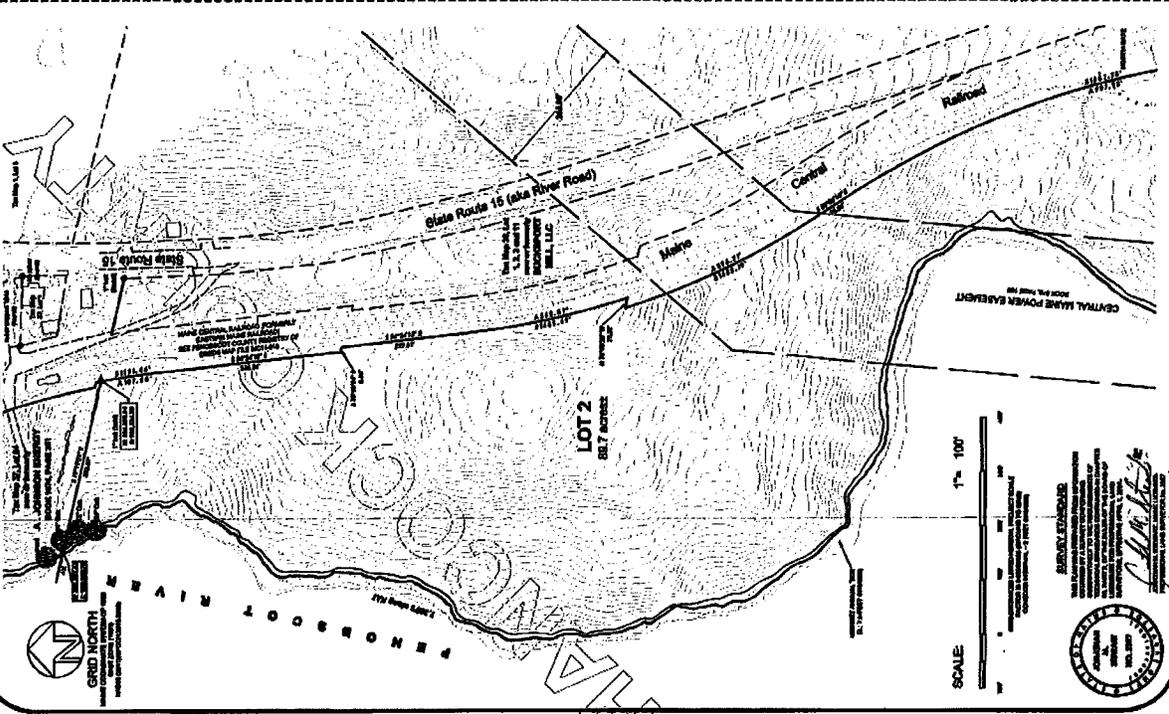
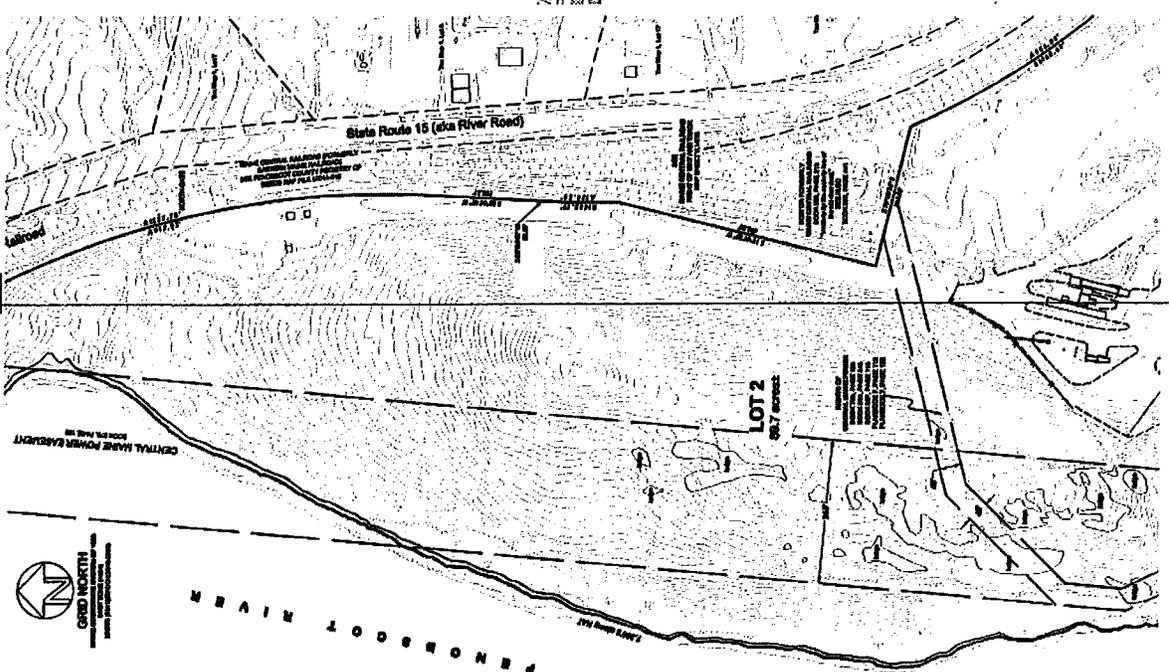
SEE SHEET 1 OF 3



**SUBDIVISION PLAN**  
**BUCKSPORT MILL, LLC**  
**BUCKSPORT GENERATION, LLC**  
 3 MILES ROAD-BUCKSPORT  
 MULTNOMAH COUNTY, OREGON

RECORD COMPLETION DATE:  
 BUCKSPORT MILL, LLC  
 3 MILES ROAD-BUCKSPORT  
 MULTNOMAH COUNTY, OREGON

<b>SHEET</b>	<b>3</b>
<b>OF 3</b>	
<b>PLISGA &amp; DAY</b>	
<b>REGISTERED PROFESSIONAL ENGINEER</b>	
<b>NO. 1000</b>	
<b>CLATSOP COUNTY, OREGON</b>	
<b>DATE: 1/14/19</b>	



**SCALE** 1" = 100'

**SEAL**

**PLISGA & DAY**

**REGISTERED PROFESSIONAL ENGINEER**

**NO. 1000**

**CLATSOP COUNTY, OREGON**

**DATE: 1/14/19**

EXHIBIT C

DESCRIPTION OF THE WHOLE OCEANS PROPERTY

Those certain lots or parcels of land, with the improvements located thereon and the easements appurtenant thereto located in Bucksport and Orland, Hancock County, Maine, all as more particularly bounded and described in the deed from Bucksport Mill LLC to Whole Oceans LLC of near or even date and to be recorded in the Hancock County Registry of Deeds herewith.

EXHIBIT D

LEGAL DESCRIPTION OF THE BUCKMILL PROPERTY

Those certain lots or parcels of land, with the improvements located thereon and the easements appurtenant thereto located in Bucksport and Orland, Hancock County, Maine, all as more particularly bounded and described in that certain corrective deed from International Paper Company to CMP Bucksport LLC, n/k/a Bucksport Mill LLC, dated September 11, 2006, and recorded in the Hancock County Registry of Deeds in Book 4588, Page 26, correcting a deed from SP Forest, L.L.C. to CMP Bucksport LLC dated July 28, 2006, and recorded in Book 4558, Page 148, EXCEPTING that which is conveyed in the deed from Bucksport Mill LLC to Whole Oceans LLC of near or even date and to be recorded in the Hancock County Registry of Deeds herewith, and also EXCEPTING the property conveyed by the following deeds:

- a. Deed from Verso Bucksport LLC to the Inhabitants of the Town of Bucksport dated January 19, 2011 and recorded in said Registry of Deeds in Book 5568, Page 333;
- b. Deed from Bucksport Verso LLC to the Inhabitants of the Town of Orland dated March 21, 2011 and recorded in the Hancock County Registry of Deeds in Book 5621, Page 174;
- c. Deed from Verso Bucksport LLC to Verso Androscoggin LLC dated as of January 29, 2015 and recorded in said Registry of Deeds in Book 6345, Page 257;
- d. Deed to Bucksport Generation LLC from Bucksport Mill LLC dated December 21, 2016 and recorded in Book 6702, Page 172; and
- e. Quitclaim Deed with Covenant from Bucksport Mill LLC to Bucksport United Methodist Church dated March 6, 2019 and recorded in Book 6939, Page 523.

## SECTION 4

### TECHNICAL ABILITY

Maine Maritime Academy (MMA), as the owner and applicant, has operated as a secondary institution in the State of Maine since 1941. MMA offers two undergraduate degrees and twenty-two academic courses of study in four maritime-related fields, as well as a full range of continuing education courses. The Bucksport MMA Campus Center for Professional Mariner Development will expand the ability to offer a greater range of continuing education courses.

CES, Inc. (CES) is a Maine based company with over 40 years of design and permitting experience. CES is responsible for civil site design and permitting for this project including, engineering design support, and permitting for Local and State development and environmental permits. CES, Inc. has prepared numerous local site plan applications, including for the Town of Bucksport.

Included are select bios for the various team members.

# MAINE MARITIME ACADEMY

A COLLEGE OF **ENGINEERING, MANAGEMENT, SCIENCE, AND TRANSPORTATION**

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[ACADEMICS](#)

[ADMISSIONS](#)

[STUDENT LIFE](#)

[ALUMNI](#)

[SUPPORT MMA](#)

Office of the President

[President's Bio](#)

[Leadership Team](#)

[Board of Trustees](#)

[President's](#)

[Communications](#)

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## Dr. William J. Brennan President

Dr. William J. Brennan became the fourteenth President of the Maine Maritime Academy on May 3, 2010. As President of the Academy, he holds a commission as a Rear Admiral in the United States Merchant Service. He is a leading authority on environmental policy relating to oceans, the atmosphere, and maritime issues. Dr. Brennan has served as head of the National Oceanic and Atmospheric Administration (NOAA), as Assistant U.S. Secretary of Commerce for Oceans and Atmosphere, and as Commissioner of the Department of Marine Resources for the State of Maine.

In addition to his NOAA duties, Dr. Brennan served as the Director of the United States Climate Change Science Program, integrating Government-supported research on climate and global change. He also served for a time as the Deputy Assistant Secretary of Commerce for International Affairs, managing the international activities for NOAA and its subsidiary branches.

Prior to joining the Federal government, Dr. Brennan headed W.J. Brennan Associates, a policy and management consulting firm with private and public sector clients in natural resource, energy and environmental areas. He also served as the Sawyer Professor of Ocean Studies in the Corning School of Ocean Studies at the Maine Maritime Academy.

Dr. Brennan began his professional career in 1977 with NOAA Fisheries at its Woods Hole laboratory. His Maine roots remained strong and, following graduate studies in 1983, he served as senior staff in the U.S. House of Representatives office of Congressman John R. McKernan, Jr. In 1987 he was appointed by Governor John R. McKernan, Jr. to serve in his Cabinet as Commissioner of Maine's Department of Marine Resources, a position he held for eight years.

Dr. Brennan holds a B.S. degree in Marine Biology from the University of Maine, a M.A. degree in Marine Affairs from the University of Rhode Island, and he received his Doctoral Degree in Ecology and Environmental Sciences from the University of Maine. He is also the recipient of an honorary Doctor of Science degree from the University of Rhode Island for a distinguished career devoted to marine and environmental policy. He and his wife Heather reside in Castine. They have two sons, Will and Tyler, and a daughter, Hayley.



President Brennan

# ALAN J. CHACE

[achace@capecod.edu](mailto:achace@capecod.edu)

18 Daley's Terrace, Orleans, MA 02653

808-208-9433

## PROFESSIONAL AND PERSONAL VALUE OFFERED

- 27 years' experience in management, leadership, project management, and daily operations. Syracuse University Project Management and Human Resource Professional Certified.
- Proven Higher Education Professional – 6 years total, 3 as Program Director responsible for outreach, admissions, program logistics, budget management, reporting, supervision, and execution of courses.
- Understands teaching, learning and the matriculation process. Taught and lectured worldwide to varied audiences; University of Alaska, Meiji University, Asia Pacific Center for Security Studies, Naval Postgraduate School, NATO School Germany, and Cape Cod Community College (4Cs).
- Information Technology Adept – 14 years as federal information technology specialist. Directed use of technology and end use for teams of 100+. Embraces innovative tools when smart to do so.
- Communicative former Diplomat with extensive collaborative experience amongst significantly culturally diverse groups and individuals: Asia-Pacific, European, and Oceania political, military, and academic professionals. Quickly adapts to varied settings to effect team driven results.
- Grants, Professional Development, and Instructional Design trained and experienced.

## RELEVANT SKILLS AND EXPERIENCE

### Leader, Manager, Fiscal, and Administrative Expert

- Led 138 personnel and directed utilization of 1.5 billion dollars in resources of an overseas intelligence division, improved critical system downtimes from 100's of days to hours.
- As the Operations Coordinator for U.S. Defense Attaché Office Tokyo expertly managed a \$2.3 million annual budget. Managed a 13-person office including U.S. and Japanese workers. IT strong, established classified & unclassified computer networks 1200 miles from headquarters.
- Worked across 18 nations to transform the North Atlantic Treaty Organization (NATO) intelligence information system. Local innovations were adopted NATO wide. Liaised with six international staffs for three months to expand system use. #1 ranked office for daily operations.
- As 4Cs Professional Development Coordinator refined fund disbursement process to satisfy faculty and staff needs while aligning intent with the strategic plan, mission, vision, and objectives. Created an 11-initiative college wide employee development program, 845 attendees in first year.
- Understands higher education grant process and oversight requirements. Experienced in state and federal procurement processes. Adept at personnel management.

### Team building, Collaborative, Outreach Specialist

- Mass. state lead for Teaching, Learning and Student Development Conference. Worked across 15 community colleges to ensure 400+ attended annual educational conference was of exceptional value.
- 4Cs Classroom scheduling software upgrade team lead. Working across campus, supporting all divisions, led college effort to bid, purchase, test, transition and implement a new software.

- Led 17 4Cs staff members across all divisions to develop their first computer based online orientation, under budget and developed innovative ways to utilize the completed project.
- 19 years living, working, and traveling in over 50 countries has honed the understanding of the power of varied perspectives and their value in accomplishing difficult tasks in an innovative, sustainable, and beneficial for all method. Mutual Respect, Inclusion, and Empathy are core-tenets.
- Key logistics planner and operations lead for the July 2015 Tokyo based "Ensuring Maritime Security Stability and International Law in the Changing Arctic" Workshop, enabling 69 experts from 10 countries to identify core areas of collaboration and build on existing Arctic security architecture.
- Cape Cod Native, 4Cs Alumni, Nauset High School Graduate with extensive ties to business, civic, health service community, tourism, non-profit group, academic and K-12 practitioners and leaders. Active community member of Nauset Together We Can youth support group, Cape Cod Association Scholarship committee member, Payomet Performing Arts Center & Narrows Center for the Arts.

### Proven Educational & Curriculum Mindset

- As Course Manager at the Asia Pacific Center for Security Studies designed curriculum, promotion, and logistics, to include all digital and marketing needs, for keystone five-day course. In 2-year period, led six iterations, including two mobile versions for over 800 students from 44 countries.
- Developed written guidance, at the international level, for annual needs assessments of Centers for Teaching & Learning under the guidance of Dr. Mary Wright, Brown University. Worked over 9 months with 15 colleagues from four countries to publish and present "Defining What Matters" guide.
- Leader in eastern Massachusetts professional development efforts. Has built close ties with Bridgewater State University, Brown University, North Shore, Middlesex, Massasoit & Bristol CCs. Bridgewater State University Office of Teaching & Learning Consultant & Advisory Board Member.
- Continued higher education practitioner. Invited to international conferences as presenter, trained in Instructional Design, Program Management, and Interactive Teaching. 4Cs adjunct faculty member.

### RECENT JOB HISTORY

- 2016-present: Cape Cod Community College, Barnstable, MA, *Professional Development Coordinator*
- 2013-2016: Asia Pacific Center for Security Studies, Honolulu, HI, *Course Manager & Professor*
- 2010-2013: Naval Forces Korea, Seoul, Korea, *Assistant Chief of Staff for Plans & Policy*
- 2008-2010: Misawa Security Operations Center, Misawa, Japan, *Deputy of Operations*
- 2006-2008: Amphibious Squadron Two, Norfolk, VA, *Information Warfare Commander*
- 2002-2006: NATO Maritime Component Command, Northwood, UK *Special Intelligence Chief*
- 1999-2002: Defense Attaché Office, Tokyo, Japan, *Operations Coordinator*
- 1996-1999: Naval Security Group, Misawa, Japan, *Division Officer*

### EDUCATION AND TRAINING

**M.A., International Relations**, Salve Regina University, Newport, RI, 2005  
**B.A., Spanish and Japanese**, Villanova University, Villanova, PA, 1992  
 Professional Management Program, Syracuse University, 2019  
 Professional Human Resources Program, Syracuse University, 2019  
 Grant Writing Certificate, Center for Corporate and Professional Education, 2018  
 Korean Language, Kyung Hee University, Seoul, Korea, 2010  
 Chinese Mandarin Language, Defense Language Institute, Monterey, CA, 1996  
 Instructional Designer, Quality Matters, 2018  
 Reading Apprenticeship Program, WestEd, 2017  
 Federal Executive Board: Pacific Leadership Academy, Senior Leaders, Honolulu, 2015-2016

# Mark Graham

2019



1615 Bordeaux Blanc  
New Braunfels TX 78132  
714-381-6673  
[mark@g2sg.com](mailto:mark@g2sg.com)  
[www.g2sg.com](http://www.g2sg.com)

## OBJECTIVES

G2 Solutions Group was established in 2005. Our primary focus is the design and development of public safety facilities nationwide. These include Fire Training and Administration, Police Training and Administration, Emergency Operations Centers, and 911 Call Centers.

G2 Solutions Group is a state certified small business entity (SBE) in California.

## EXPERIENCE

**President/Principal Architect | G2 Solutions Group, Inc.**

Mark has over 25 years of experience in architecture and program management. His previous employment included nationally recognized architectural and engineering firms. G2 Solutions Group was founded in 2005 out of a growing passion for public safety.

Mark has extensive experience in each phase of project development including; assessment, planning, programming, conceptual design, construction administration, and project close-out. Projects across the United States range in size from simple modifications and upgrades to large scale multi-building regional training complexes. To date the company has been involved with over 75 law enforcement and fire facilities nationwide.

The mission of G2 Solutions Group is to collaborate with and adopt the long-term objectives of our clients. We dedicate ourselves to the achievement of their goals.

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## **SKILLS AND SERVICES**

- Needs Assessment / Facility Requirements
- Feasibility Studies
- Master Plans
- Develop Overall Project Goals and Project Requirements
- Pre-Development Due Diligence; Development Procedures, Timelines, Site Limitation/Constraints, Drainage/Grading/Utility Issues, Gather/Analyze existing as-built site information.
- Specialized Design of; Headquarters/Administration, Classroom/Instruction Rooms, Conference/Meeting Rooms, Emergency Operation Facilities , 911/Dispatch, and Headquarters Facilities.
- Architectural Design & Development of: Fire Stations, Police Stations, Emergency Operations and Combined Public Safety Facilities.
- Develop Project Deliverable Methods; Pre-qualifications Standards, Equipment Suppliers, Design-Bid-Build, Construction Manager at Risk
- Budgeting/Cost Management
- LEED Certified

## **REPRESENTATIVE REFERENCE PROJECTS**

### **PUBLIC SAFETY FACILITIES**

- MLPD Police & Community Center , Mammoth Lakes, CA
- City of Fresno Police Central and Southwest Substations: CA
- NMFRD Headquarters & Emergency Operations, Broomfield, CO
- City of Carlsbad Joint First Responder Facility - Carlsbad, CA
- City of Roseburg Police and Fire Public Safety Facility - Roseburg, OR
- Fort Worth Texas Public Safety – Fort Worth, TX
- City of Fresno Public Safety Center - Fresno, CA
- City of Irving Public Safety & Fire Training – Irving, TX

- Marin County Sheriff/EOF – Marin CA
- Eagle Pass Public Safety - TX
- Round Rock Public Safety Round Rock, TX
- OCFA – Regional Fire Operations & Training, CA

### 911 / DISPATCH / EMERGENCY OPERATIONS FACILITIES

- Lookout Emergency Operations, Richardson, TX
- Orange County Regional Fire Operations, Irvine, CA
- Ventura County Fire Dispatch/EOC, Ventura, CA
- Marin County Dispatch/911/EOC, Marin, CA
- County of Los Angeles Fire Dispatch, Los Angeles, CA
- City of Los Angeles Police 911/Dispatch, Los Angeles, CA
- OCTA Emergency Operations, Irvine, CA
- City of Riverside EOC, Riverside, CA

### FIRE STATIONS

- City of Riverside Fire Stations #6, #13, #14 - Riverside, CA (Prototypes)
- Los Angeles County Fire Station # 136 - Palmdale, CA
- Los Angeles County Fire Station #15 – Whittier, CA (Remodel)
- North Metro Fire Station #68 - Broomfield, CO
- City of San Clemente, Talega Fire Station #59 - San Clemente, CA
- Oxnard Fire Station #8, Oxnard CA
- Menlo Park Fire Stations #1, #2 & #6, Menlo Park, CA
- Visalia Fire Station #55 - Visalia, CA
- Los Angeles County Fire, Avalon Fire Baywatch - Avalon, CA
- Los Angeles County Fire, Whittier Fire Station #12 – Whittier, CA
- City of Roseburg Fire Station #1 - Roseburg, OR
- Port of Long Beach Fire Station #24 - Long Beach CA

- City of Fresno Stations #15, #16, #17, #19 – Fresno, CA (Prototypes)
- Orange County Fire Station #7 – Santa Ana Heights, CA
- Harlingen Fire Station #2 - Harlingen, TX
- Rancho Cucamonga Station #172 – Rancho Cucamonga, CA
- Frisco Fire Stations #1 and #3, Frisco, TX (Remodels)
- Frisco Fire Central Station, Frisco, TX (Remodel)
- Rescue Fire House #1, Jersey City, NJ

### **PROFESSIONAL ASSOCIATIONS**

U.S. Green Building Council LEED®

National Fire Protection Association (NFPA)

### **ARCHITECTURAL REGISTRATIONS**

California: C-26437

Colorado: ARC-400696

Texas: 19587



## Jon H. Whitten, Jr., PE

### Project Manager

Jon H. Whitten, Jr. has over 20 years of civil engineering experience related to site development project management, design and permitting. Design experience includes private and public infrastructure, including roadways, utilities, stormwater management systems, and erosion control features for municipal, commercial and residential projects. Working on a wide range of projects of varying size and location, Jon has extensive management and coordination of Local, State and Federal zoning, natural resources and regulatory permits throughout the State of Maine. Specific types of projects Jon has managed include; Commercial Site Plans, Residential/Commercial Subdivisions, Condominium Development, Municipal/State Roadways and Utilities, Gravel and Rock Extractions, Solid Waste Facilities, Recreation Trails, Construction Administration/Observation, Post Construction Stormwater Inspections, etc.

jwhitten@cesincusa.com  
(207) 989-4824

### Professional History

#### 2019 – Present

CES, Inc.  
Project Manager

#### 2015 – 2019

Plymouth Engineering Inc.  
Senior Project Manager

#### 2006 – 2015

Terradyn Consultants, LLC  
Principal / Project Manager

#### 1996 – 2006

Sebago Technics, Inc.  
Project Manager / Project Engineer



### Core Expertise:

Site Design and Permitting  
Utilities and Roads  
Construction  
Administration/Oversight  
Environmental Permitting

### Education

B.S. Civil Engineering,  
University of Maine, Orono

### Registrations

Professional Engineer,  
State of Maine (#10414)  
MDOT LPA Certified

### Affiliations

American Society of Civil  
Engineers  
National Society of  
Professional Engineers



## Project Experience

### **Whole Oceans Aquaculture Facility | Bucksport, Maine**

Jon currently serves as CES's Engineering Design Project Manager for the proposed Whole Oceans Aquaculture Facility, a large, state of the art, Land Based Aquaculture Facility, on the site of the old Verso Paper Mill in Bucksport, Maine. The project includes the development of approximately 22-Acres of new buildings and a myriad of support system components on a 104-Acre site. CES plays an important role as a member of the Whole Oceans Design Team, which is a collaboration of several consultants from various locations throughout the United States and Canada. CES, Inc., recently, successfully coordinated the submittal, review and approval of an Amended Site Location of Development Act (SLODA) Permit from the Maine Department of Environmental Protection and a Town of Bucksport Land Use Permit. Final design and construction planning are currently underway and CES continues to play a significant role in the preparation, coordination and permitting of these plans and documents.

### **Town of Baldwin | Baldwin, Maine**

Jon served as Project Manager and Project Engineer for the stormwater modeling of over 200 acres of mountainous terrain to establish flow characteristics and flood levels at two problematic culvert crossings on Brown Road in Baldwin, Maine. The re-design of the culvert crossings included the installation of new, larger pipes as well as new vertical alignment for approximately 700 LF of roadway. Jon coordinated with FEMA and MDEP throughout the project design and construction observation for this project.

### **Dearborn Precision Tubular Products, Inc. | Fryeburg, Maine**

Jon managed the campus planning and design, site grading, stormwater management and permitting for a large expansion of an existing site. The site included 22 acres of impervious area on a 76-acre parcel of land. Stormwater management features included catch basin and pipe system, dry swales, and large infiltration basins. Jon worked closely with a construction firm to obtain a Site Location of Development Permit from MDEP for this project.

### **Watchic Lake Association | Standish, Maine**

Several waterfront properties on the eastern shore of Watchic Lake were experiencing degradation of their property due to lack of stormwater runoff control. Jon worked with landowners, Watchic Lake Association Members, the Town of Standish, and MDEP to develop a shared stormwater management system to responsibly convey runoff from the north side of Route 114 to Watchic Lake. Work included the use of natural, wooded wetlands to temporarily impound runoff, a serpentine, vegetated swale and a settling basin, swale and culvert system.

### **Residential Development Projects | Various Locations, Maine**

Longfellow Street Condominiums, Westbrook, Maine – 12-unit condominium project with private access drive, public water and sewer, underground utilities, natural gas, and LID stormwater features.

Majestic Woods Subdivision, Westbrook, Maine

Patrick Drive, Scarborough, Maine



Shalom House, Inc., Westbrook, Maine – 5-unit building  
Olde Woolen Mill, MSHA Housing, North Berwick, Maine  
Jockey Cap Ridge Subdivision, Fryeburg, Maine  
Mobius, Inc. Damariscotta, Maine – 5-unit building  
MSHA Rental Housing, Chebeague Island, Maine  
Convene Road Subdivision, Sebago, Maine  
Hawthorne Lane Subdivision, Westbrook, Maine  
Knight Street Subdivision, Westbrook, Maine  
Fox Hill Estates, Naples, Maine

**Commercial Site Plans | Various Locations, Maine**

Village Green History Park, Windham Historical Society  
McDonald's Restaurant Addition, Bridgton, Maine  
Fire and Rescue Station, Town of Sebago, Maine  
Salt Storage Shed, Town of Limington, Maine  
Construction Demolition and Debris Recycling Facility, Naples, Maine  
Coastal Kids Preschool, Damariscotta, Maine  
Burns' Fencing Co. Office Building, Westbrook, Maine  
Windham Youth Soccer, Soccer Field, Windham, Maine  
Shaw Earthworks, Inc., Office and Shop, Gorham, Maine  
Becky's Diner, Portland, Maine  
Westbrook Heights Business Park, Westbrook, Maine



## Christopher “Toby” Michaud, PE

### Project Manager / Project Engineer

Christopher “Toby” Michaud has 15 years of experience providing mechanical and civil engineering design to residential and commercial developments and industrial projects. As Project Engineer, Toby oversees the design, permitting, bidding, and construction of site and roadway projects, as well as heating, ventilation, air conditioning (HVAC) and energy audits/assessments for residential, commercial, and industrial clients. Toby is experienced in working with local, state, and federal agencies to obtain required permitting which includes: local planning board approval, Site Location of Development, Stormwater Permit by Rule, and Stormwater Permitting. He is also responsible for preparing spill prevention, control, and countermeasure (SPCC) plans.

tmichaud@cesincusa.com  
(207) 989-4824 ext. 2308

### Professional History

#### 2004 – Present

CES, Inc.  
Senior Project Engineer / Project Manager

#### 2002 – 2004

Lincoln Pulp & Paper Division of Eastern Paper  
Junior Project Engineer

### Affiliations

American Society of Engineers (ASME)  
Francis Crowe Society Member  
American Society of Heating, Refrigerating, & Air-Conditioning Engineers (ASHRAE)  
Order of the Engineer



### Core Expertise

HVAC Design  
Energy Assessments & Audits  
Mechanical System Evaluations  
Federal, State, & Local Permitting

### Education

B.S. Mechanical Engineering, University of Maine, Orono  
B.A. Behavioral Sciences, University of Maine, Presque Isle  
A.A. Criminal Justice, University of Maine, Presque Isle

### Registrations

Registered Professional Engineer  
Maine #12674  
Massachusetts #55095  
New Hampshire #16151  
Rhode Island #11397

NCEES Record # 60506  
Standard First Aid & CPR



## Project Experience

### **MEARNG AFRC Access Road Reconstruction | Bangor, Maine**

As the project manager, Toby oversaw the design and construction oversight for the Maine Army National Guard AFRC access road reconstruction in Bangor, Maine. The project included sizing and designing the replacement of a culvert that had washed out as well as improving drainage along a section of roadway that crossed an old concrete tarmac causing stormwater to pond on the uphill side of the roadway.

### **MEARNG Aviation Readiness Center | Bangor, Maine**

Working with a team consisting of an A/E firm from Boston and a construction firm out of Rhode Island, Toby designed two gravel wetland systems for stormwater treatment, completed the Maine Department of Environmental Protection Site Location of Development Amendment (SLODA) application and provided construction oversight for the gravel wetland construction.

### **RH Foster Parking Lot Design | Bangor, Maine**

Toby performed the grading, stormwater management, irrigation, lighting, and utility design as well as met the City of Bangor ordinance requirements for a parking lot reconstruction and expansion for a convenience store in Bangor, Maine.

### **Penobscot Community Health Center | Winterport, Maine**

Toby performed the layout design, grading, stormwater management, and utility design for a parking lot expansion related to a medical facility building expansion in Winterport, Maine.

### **Hammond Lumber Facility Planning Permit | Belgrade, Maine**

Toby provided the stormwater management and phosphorous control design and prepared a site location of development planning permit for a sawmill in Belgrade, Maine.

### **Emera Maine Water Works Substation | Bangor, Maine**

Working with a team consisting of two other firms, Toby provided the stormwater management and erosion and sedimentation control design, and prepared the permitting application for a State Stormwater Permit to the Maine Department of Environmental Protection for a Substation in Bangor, Maine.

### **Village Woods Association Parking Expansion | Bangor, Maine**

As the project manager, Toby oversaw the design and permitting of a parking lot expansion for the Village Woods Association in Bangor, Maine. The permitting included City of Bangor Land Development approval and required a transfer application of a portion of a Site Location of Development Permit from a larger project to the Association.



### **Emera Maine Orrington Substation | Orrington, Maine**

Working with a team consisting of two other firms, Toby provided the stormwater management and erosion and sedimentation control (ESC) design, and prepared the stormwater management and ESC sections of a Site Location of Development Amendment Application to the Maine Department of Environmental Protection for a Substation in Orrington, Maine.

### **Transfer Station Site Design | Howland, Maine**

Toby configured the layout of a transfer station in the Town of Howland, Maine based on truck movement requirements and requirements of the Town's existing equipment being utilized at the new site. The project required the site be graded and accommodate for stormwater runoff management in accordance with the State of Maine Solid Waste Requirements.

### **Former Downeast Energy Plant Demolition Permitting | Deblois, Maine**

Toby prepared the Site Location of Development Amendment application (SLODA) for the demolition of the former Downeast Energy Plant in Deblois, ME. The SLODA Amendment application included addressing stormwater runoff changes from the site as well as erosion and sedimentation control design.

### **Nadia Drive Improvements | Glenburn, Maine**

Toby was responsible for the management of the Nadia Drive Improvements project. The project consisted of the design of approximately 800 linear feet of roadway with associated drainage improvements.

### **Hartt Transportation Truck Terminal | Auburn, Maine**

Toby provided the stormwater management design at a truck terminal facility in Auburn, Maine. The design was performed for treatment of an almost seven-acre site with multiple grassed underdrained soil filters in accordance with the Maine DEP Chapter 500 standards as part of a Site Location of Development Permit Application.

### **Former Verso Plant Demolition Permitting | Bucksport, Maine**

Toby prepared the stormwater management and erosion and sedimentation control design for a Site Location of Development Application (SLODA) for the demolition of the former Verso Paper Mill in Bucksport, ME.

### **Road Reconstruction | Cranberry Isle, Maine**

Toby designed the reconstruction of four roads on Great Cranberry Isle and a roadway on Little Cranberry Isle. These projects included completing a drainage study on the roads to improve stormwater flow lines. Additionally, Toby coordinated the replacement of roadway pavement with recycled slate roof shingles on the roadway on Great Cranberry Isles.



### **Pine Grove Road | Glenburn, Maine**

Toby updated and brought to completion the reconstruction of Pine Grove Road in Glenburn, Maine. Work on this project included the addition of culverts, culvert replacement, pavement reclamation, and roadway paving. Toby assembled the bid package, assisted the Town with the bidding process, and responded to resident questions during the construction phase.

### **Roadway Evaluation and Recommendations | Glenburn, Maine**

Toby performed field evaluations on 24 public roadways within the Town of Glenburn to assist the Town with making recommendations on maintenance requirements for each roadway. Toby prepared the cost estimates including roadway improvement concepts and provided that information to the Town. The Town utilized that information to have the roadway improvements designed and constructed.

### **Milo Safe Streets | Milo, Maine**

Toby designed the reconstruction of two intersections, as well as sidewalks, crosswalks, and drainage in the downtown Milo area to improve pedestrian safety and traffic flow.

### **Eastern Piscataquis Business Park | Milo, Maine**

As the project manager, Toby was responsible for the design and bidding for the Eastern Piscataquis Business Park entrance road. The project included design of 800 feet of roadway with associated utilities.

### **Lakeside Landing Road Improvements | Glenburn, Maine**

Toby was responsible for the management of the Lakeside Landing Road Improvements project. The project consisted of the design of approximately 3,100 linear feet of roadway with associated drainage improvements, as well as bidding administration assistance, and construction oversight.

### **Roadway Evaluation and Recommendations | Eddington, Maine**

Toby performed field evaluations on approximately 11 miles public roadways within the Town of Eddington to assist the Town with creating a roadway inventory. The report included recommendations on maintenance requirements specific roadway segments, prioritization of maintenance repairs, and cost estimates of the repairs. This information is used by the Town to schedule roadway maintenance requirements.

### **Whispering Meadow Subdivision | Bangor, Maine**

Toby designed the stormwater BMPs (Best Management Practices) and erosion control measures required for the State Stormwater Permit approval of a 21-lot subdivision in Bangor, Maine. The stormwater BMPs utilized were under-drained soil filters.



### **Woodridge Subdivision Phases I, II, III, and IV | Bangor, Maine**

Toby designed the stormwater BMPs and erosion control measures required for the Site location of Development Permit approval of a four-phase subdivision, which included a total of 63 single family residential lots and 24 single family attached residential units in Bangor, Maine. The stormwater BMPs utilized were under-drained soil filters and both meadow and wooded buffers.

### **Grandview Estates | Bangor, Maine**

Toby created the site design of a 54-unit condominium development in Bangor, Maine. The site design included vertical road design of a 1,500 linear foot roadway, road and site grading, stormwater treatment design, Maine DEP Stormwater Permit Application, and City of Bangor Land Development Application Materials.

### **Herrick Heights Subdivision | Brooksville, Maine**

Toby designed the stormwater BMPS and erosion control measures required for the State Stormwater Permit and local Phosphorus Standard approvals of a 13-lot subdivision in Brooksville, Maine. The Stormwater BMPs utilized were a combination of both wooded and meadow buffers and an under-drained soil filter.

### **Dunbar & Brawn Construction Laydown Area | Bangor, Maine**

Toby designed the stormwater BMPs and erosion control measures required for the State Stormwater Permit approval of a laydown area for Dunbar & Brawn Construction in Bangor, Maine. The Stormwater BMPs utilized was an under-drained soil filter.

### **Deer Park Self-Storage Facility | Milford, Maine**

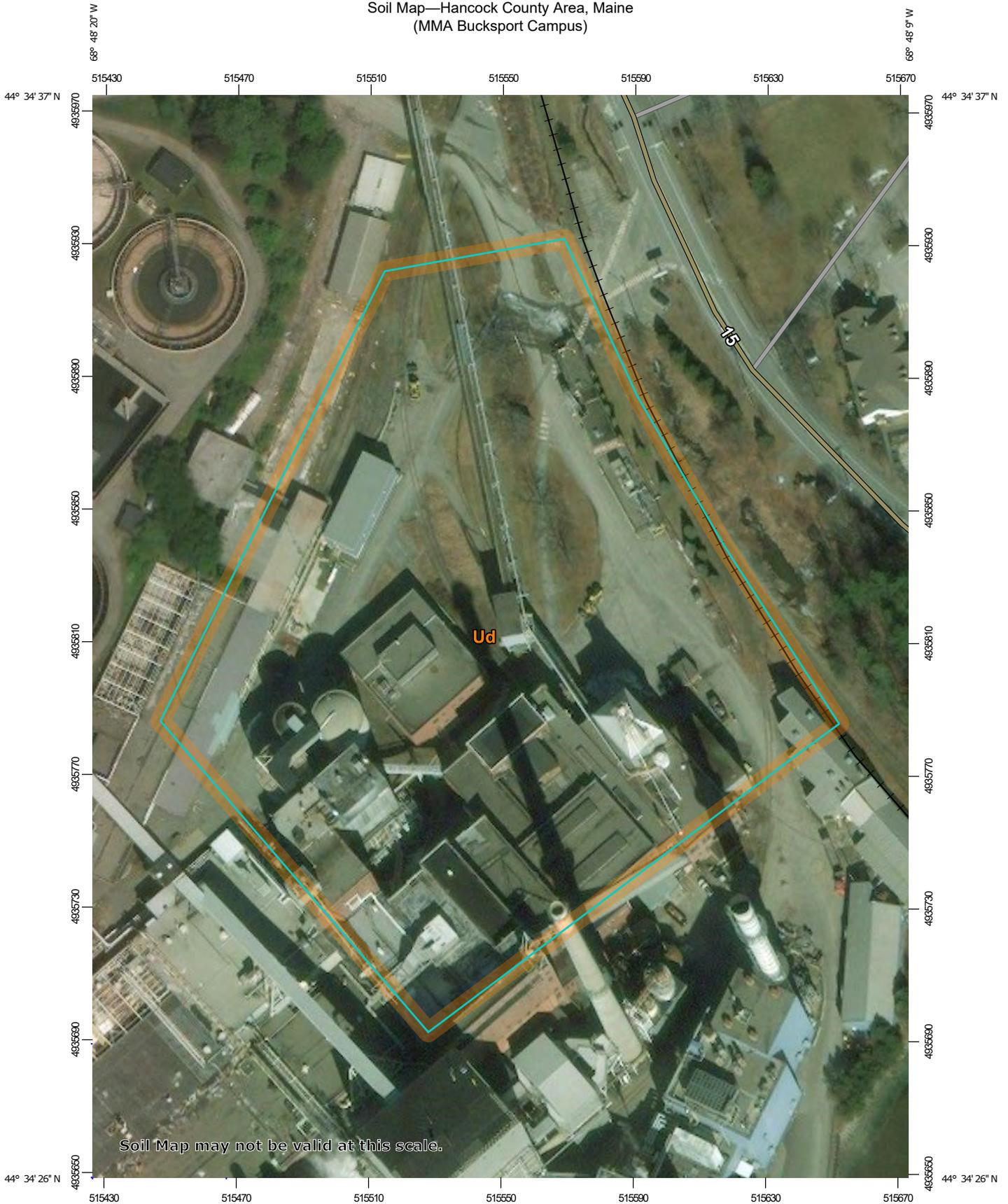
Toby designed the stormwater BMPs and erosion control measures required for the Site Location Development Permit approval of the Deer Park Self-Storage facility in Milford, Maine. The storage facility included an 115,600 square foot climate-controlled storage and retail store building along with 824 storage units. The stormwater BMPs utilized was two wet ponds.

## SECTION 5

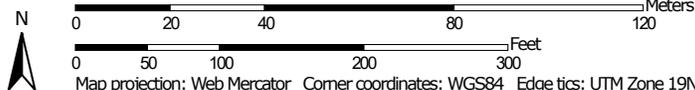
### SOILS

The Maine Department of Environmental Protection (MDEP) has already found in the SLODA permit approval (L-1415-26-A-X) that the **soils on the Mill site are suitable for the nature of the development** and present no limitations to development that cannot be overcome through standard engineering practices. Additionally, Maine Maritime Academy has received a No Further Action Assurance Letter from MDEP's Voluntary Response Action Program (VRAP), dated June 18, 2019 summarizing steps to take if excavation is to be conducted in a specific area of the property. The VRAP letter is included within **Section 8 - Groundwater**, for review.

Soil Map—Hancock County Area, Maine  
(MMA Bucksport Campus)



Map Scale: 1:1,590 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84



Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey

3/27/2020  
Page 1 of 3

## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

### Water Features



Streams and Canals

### Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

### Background



Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Hancock County Area, Maine  
Survey Area Data: Version 19, Sep 16, 2019

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 2, 2007—Jun 26, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Ud	Udorthents-Urban land complex	6.8	100.0%
<b>Totals for Area of Interest</b>		<b>6.8</b>	<b>100.0%</b>

## SECTION 6

### STORMWATER

The Stormwater Management Plan for the site is currently under review as part of the applicant's SLODA Amendment Permit Application to the MDEP. Construction methods and specifications are included below and within the Plan Set (**Appendix C**). Given this information, it can be concluded that **stormwater runoff from the development or use of land is minimized to the greatest practical extent and adequately managed to reduce the risk of detrimental effects.**

The following is the narrative information from the project's SLODA Amendment Permit Application:

## SECTION 12

### STORMWATER MANAGEMENT

#### A. NARRATIVE

The intent of this Stormwater Management Plan is to comply with the requirements of the Maine Department of Environmental Protection (MDEP) Chapter 500 regulations. This project involves the redevelopment of approximately 2.29 acres, on an approximately 3.9-acre parcel, for the construction of the Center for Professional Mariner Development in Bucksport, Maine. Buildings proposed to be developed include: 1,300 square foot (SF) fire stack, a 5,000 SF Marine Engine Testing & Emissions Laboratory (METEL) Building, and a 3,375 SF Pool Building. These three buildings will be part of the educational structure of the campus and will be supported by expanding the existing parking and maneuvering areas on Lot 4.

Erosion control measures will be in place prior to the start of any construction. Temporary and permanent measures will be installed in accordance with Section 14 of this application. Upon completion of the construction and stabilization of all disturbed areas, the temporary erosion control measures will be removed.

**Basic Standard Submission:** Information is provided as required for the Basic Standard Submission in Section 14.0-Basic Standards.

**Flooding Standard Submission:** The following information is provided as required in the Flooding Standard Submission.

1. Control of Peak Flows: The project area drains to an existing stormdrain system that outlets directly to the Penobscot River. The stormdrain system crosses through property owned by others but is part of an intricate and historical set of easements providing rights of use to MMA, and others as part of the Bucksport Mill, LLC Subdivision. A copy of the deed as well as the stormwater easement is included in Section 2 – Title, Right, or Interest. Due to the established

rights to use the existing stormdrain system, the project will continue to discharge directly to the Penobscot River and therefore is exempt from the flooding standard.

2. Details, Design, and Specifications: Sizing of the required stormwater treatment methods are included in Section 12A.

**General Standards Submission:** The following Information is provided as required in the General Standard Submission.

Narrative: The proposed project will occupy approximately 2.29 acres over what was historically developed as a pulp and paper mill. The proposed project encompasses existing developed areas. The Chapter 500 stormwater standards for a redevelopment project were calculated to determine the treatment percentage required. Based on pollutant rankings for the area, historically a paper mill compared to the proposed campus facility, the resultant ranked impact change due to redevelopment requires treatment of 50% of the proposed developed area. The intent is to treat the highest pollutant ranked areas as possible. Proposed treatment methods include the construction of two grassed underdrained soil filters to treat runoff from the proposed upper and lower parking lots.

1. Drainage Plans: A plan set is provided as part of Section 1 requirements. The plan set includes the locations of BMPs used to treat the stormwater from this development and associated grading and piping that will convey stormwater runoff from the site to the Penobscot River.
2. Calculations: Grassed, underdrained soil filter sizing calculations were determined in accordance with Chapter 500 and the MDEP Stormwater BMP Technical Design Manual, Volume III.
3. Details, Designs, and Specifications: A plan set is provided as part of Section 1 requirements. A site detail sheet is included that provides detailed information on the grassed, underdrained soil filters. Other specifications for the maintenance of the stormwater management system are included in this Section as well as Section 14.

**Phosphorus Standards Submission:** The project site is not located in a lake watershed; therefore, it is not required to meet the phosphorus standards.

**SECTION 12A**

**STORMWATER QUALITY CONTROL NARRATIVE**

The proposed Maine Maritime Academy Bucksport Campus is being developed to provide a Center for Professional Mariner Development, which is a location for professional mariners to take recertification classes. The project is proposing to utilize the existing administration building as a training center, expand paved parking for students and faculty, and construct three additional buildings. The proposed buildings consist of a 1,300 square foot (SF) fire stack, a 5,000 SF Marine Engine Testing & Emissions Laboratory (METEL) Building, and a 3,375 SF Pool Building. The entire site drains southerly by an existing stormdrain system, to the Penobscot River. The site is historically the location of a pulp and paper mill, the majority of which has been demolished. The proposed project requires an amendment to the Site Location of Development Act (SLODA) Permit. According to Chapter 500 requirements, 50% of the proposed redevelopment areas must be treated.

<b>EXISTING CONDITIONS</b>			
Existing condition is a high use paper mill facility. Pavement areas are high use with the potential for high pollutants			
<b>AREA (ACRES)</b>	<b>DESCRIPTION</b>	<b>POLLUTANT RANKING</b>	<b>IMPACT WEIGHTED AVE</b>
1.25	Existing Buildings	3	3.75
0.74	Existing Pavement	4	2.96
0.30	Existing Grassed Areas	2	0.60
2.29	<b>TOTAL</b>		7.31
<b>EXISTING IMPACT RATING (TOTAL WEIGHTED AVE IMPACT / REDEVELOPMENT AREA TOTAL)</b>			<b>3.19</b>

<b>PROPOSED CONDITIONS</b>			
Proposed condition is a continuing education/training campus with paved maneuver and parking areas			
<b>AREA (ACRES)</b>	<b>DESCRIPTION</b>	<b>POLLUTANT RANKING</b>	<b>IMPACT WEIGHTED AVE</b>
0.24	Proposed Buildings	3	0.72
1.18	Proposed Pavement	4	4.72
0.87	Proposed Grassed Areas	2	1.74
2.29	<b>TOTAL</b>		7.18
<b>PROPOSED IMPACT RATING (TOTAL WEIGHTED AVE IMPACT / REDEVELOPMENT AREA TOTAL)</b>			<b>3.14</b>

<b>SUBTRACTING EXISTING IMPACT RATING FROM PROPOSED IMPACT RATING</b>	<b>-0.05</b>
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**From Chapter 500 Table 3 - Treatment Levels for Redevelopment Projects**

0.0 or less equates to 50% of the developed area that must be treated (due to Site project).

To treat stormwater associated with the proposed development, Maine Maritime Academy is proposing the construction of two grassed underdrained soil filters to meet current stormwater quality standards. One grassed underdrained soil filter will be located east of the upper parking lot, and the second will be located east of the lower parking lot. The grassed underdrained soil filters will be connected by stormwater piping and discharge to the existing stormdrain system that outlets to the Penobscot River. The location of the grassed underdrained soil filters are shown on the plan set.

The project development is required to meet the General Standards of Chapter 500. The majority of the project area is a redevelopment of the existing Mill area. A breakdown of the treatment requirements for the two areas are as follows:

**Redevelopment Area**

This area is required to treat 50% of the proposed development. The redevelopment areas include the fire stack, METEL Building, pool building, upper parking lot, lower parking lot, and the paved maneuver areas. The total proposed redevelopment impervious and developed areas are summarized in the Project Redevelopment Area table below.

**PROJECT REDEVELOPMENT AREA**

PROJECT AREA	AREA (SQUARE FEET)	AREA (ACRES)
Proposed Buildings	10,454	0.24
Proposed Pavement	51,401	1.18
Proposed Grass	37,897	0.87
<b>TOTAL AREA</b>	<b>99,752</b>	<b>2.29</b>

TREATMENT AREAS	AREA (SQUARE FEET)	AREA (ACRES)
Area Treated by Grassed Underdrained Soil Filter A	31,819	0.73
Area Treated by Grassed Underdrained Soil Filter B	25,453	0.58
<b>TOTAL AREA TREATED</b>	<b>57,272</b>	<b>1.31</b>
<b>PERCENT OF DEVELOPMENT TREATED</b>	<b>57.41%</b>	

As can be seen in the above tables, the proposed project is treating greater than 50% of the proposed redevelopment area.

A description of the treatment type is as follows:

1. **Grassed Underdrain Soil Filters (GUSF):** Due to the parking areas having the largest pollutant ranking, preference has been given to treat the upper and lower paved parking areas to the greatest extent possible. The proposed stormwater quality control devices have been designed according to the standards outlined in Chapter 500 and the Stormwater

Management for Maine, Volume III BMP Manual, January 2006 and revised May 2016. Construction and maintenance will be according to standards outlined in this manual.

**GUSF #A**

Impervious Area: 19,016 SF

Landscape Area: 12,803 SF

Chapter 500 sizing of the treatment volume is based on 1" of the impervious area + 0.4" of the landscaped area.

$19,016 \text{ SF} \times 1" = 1,585 \text{ CF of Required Storage}$

$12,803 \text{ SF} \times 0.4" = 427 \text{ CF of Required Storage}$

2,012 CF of Required Storage. 2,034 CF was provided by design.

Chapter 500 sizing of the minimum filter area is based on 5% of the impervious area + 2% of the landscaped area.

$19,016 \text{ SF} \times 5\% = 951 \text{ SF of Filter Area}$

$12,803 \text{ SF} \times 2\% = 256 \text{ SF of Filter Area}$

1,207 SF of Filter Area is required. 2,127 SF of filter area was provided by design.

**GUSF #B**

Impervious Area: 13,980 SF

Landscape Area: 11,473 SF

Chapter 500 sizing of the treatment volume is based on 1" of the impervious area + 0.4" of the landscaped area.

$13,980 \text{ SF} \times 1" = 1,165 \text{ CF of Required Storage}$

$11,473 \text{ SF} \times 0.4" = 383 \text{ CF of Required Storage}$

1,548 CF of Required Storage. 1,548 CF was provided by design.

Chapter 500 sizing of the minimum filter area is based on 5% of the impervious area + 2% of the landscaped area.

$13,980 \text{ SF} \times 5\% = 699 \text{ SF of Filter Area}$

$11,473 \text{ SF} \times 2\% = 230 \text{ SF of Filter Area}$

929 SF of Filter Area is required. 1,071 SF of filter area was provided by design.

The proposed stormwater quality control devices have been designed in accordance with the standards outlined in Stormwater Management for Maine, Volume II BMP Manual, January 2006 and revised May 2016. Construction and maintenance will be done according to the standards outlined in this manual.

## STORMWATER TREATMENT PLAN

# MEMO

**To:** Maine Maritime Academy

**From:** Christopher “Toby” Michaud, P.E.

**Re:** Protocol for Setting the Outlet Valves for the Bucksport Campus Grassed Underdrained Soil Filters (GUSF)

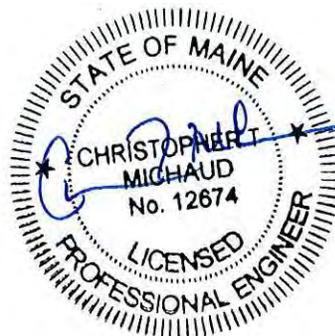
**Date:** May 7, 2020

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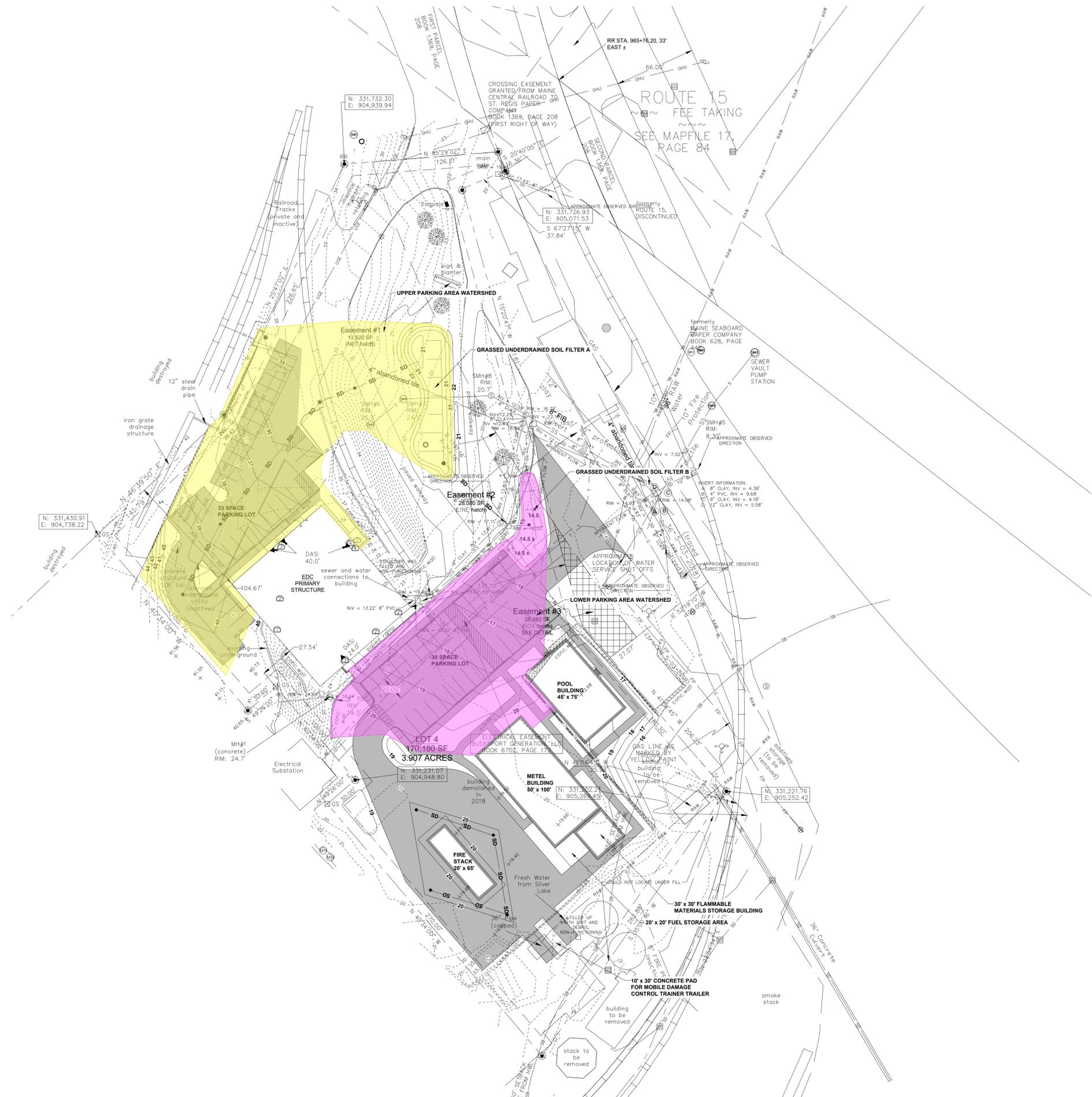
Valves have been included on the outlet underdrain piping of the Grassed Underdrained Soil Filters located east of the Upper Bucksport Campus Parking Lot (GUSF A), and east of the Lower Bucksport Campus Parking Lot (GUSF B). The purpose of each valve is to meter flow through the underdrained soil filter system if required. The grassed underdrained soil filters are designed to retain the first inch of stormwater runoff and filter it through the underdrained system. For stormwater quality purposes, the system should drain over a 24 to 48-hour period once the storm is complete.

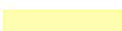
Both valves should be set to fully open when installed, and following the first rainstorm greater than one inch, each grassed underdrained soil filter should be timed to verify that the system drains between 24 to 48 hours once the rainstorm is complete. If the system drains quicker than 24 hours, then the valve should be closed slightly and after the next rain storm the same process should be followed until that specific system drains between 24 to 48 hours.

Over the life of each grassed underdrained soil filter the respective valve may need to be adjusted if storms greater than one inch go through the system in less than 24 hours. If the system water is ponding for more than 72 hours, the top several inches of the filter can be replaced, or the basin can be rototilled, seeded, and mulched.



P:\19555-MAINE-MARITIME-ACADEMY\05BUCKSPORT CAMPUS MASTER PLAN-HRW2-CAD-DRAWING\DWG\19555-05-C701.DWG



**LEGEND:**  
 UPPER PARKING AREA WATERSHED  
 LOWER PARKING AREA WATERSHED



**STORMWATER TREATMENT PLAN**  
 FOR  
**MAINE MARITIME ACADEMY**  
 BUCKSPORT, MAINE  
 GRAPHIC SCALE



(IN FEET)  
 1 inch = 40 ft.

www.cesincusa.com  
 Brewer  
 465 South Main Street  
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 Brewer, ME  
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 F. 207-989-4881

**CES INC**  
 Engineers • Environmental Scientists • Surveyors

PROJECT TITLE	MAINE MARITIME ACADEMY BUCKSPORT, MAINE
SHEET TITLE	STORMWATER TREATMENT PLAN
ISSUE STATUS	NOT FOR CONSTRUCTION
SCALE	1"=40'
DATE	2020.05.07
DRAWN BY	WAB
CHECKED BY	CTM
DESIGNED BY	
APPROVED BY	
JOB NUMBER	10955.005
SHEET NUMBER	C701

## SECTION 7

### SOIL EROSION & SEDIMENTATION

The Erosion and Sedimentation Control Plan for the site are currently under review as part of the applicant's SLODA Amendment Permit Application to the MDEP. Dust control for the site is included in the Erosion and Sedimentation Control Plan. Construction methods and specifications are included below and within the Plan Set (**Appendix C**). Given this information, it can be concluded that **soil that may be exposed during any soil disturbance activity of the land use is adequately protected from unreasonable erosion and sedimentation.**

The following is the narrative information from the project's SLODA Amendment Permit Application:

## SECTION 14

### BASIC STANDARDS SUBMISSION

The project site is labeled as Lot 4 on the Bucksport Mill, LLC Subdivision. The Subdivision includes lands that previously supported the Verso Pulp and Paper Mill (Mill), which operated under various names from the 1930's to 2014. Land disturbance and development has occurred from the riverbanks of the Penobscot River to Route 15, even extending across Route 15 in support of the pulp and paper mill operations. Demolition of the site was recently concluded by others and was allowed under various amendments to the site's SLODA permit.

Demolition operations included the removal of the majority of Mill buildings and equipment that existed above-ground. Foundation holes have been backfilled with fill materials created from the demolition operations, on-site. Underground utilities were mostly left in place. Lot 4 includes an existing office/classroom building with associated parking area and vegetated areas, as well as backfilled foundation areas and existing underground utility lines. The site currently appears to be stable with no apparent signs of erosion issues.

As required for all sites which do not qualify for a Stormwater Permit by Rule, an Erosion and Sedimentation Control Plan has been prepared for this project. The erosion control notes address permanent stabilization measures, semi-permanent stabilization measures for large excavation operations, seeding, and mulching rates, as well as the timing of installation. Construction and installation details are also provided for the project. Additional descriptions and specifications are provided in Section 14A: Erosion and Sedimentation Control.

An Inspection and Maintenance Plan has been included in Section 14B. This plan includes a list of measures to be inspected and maintained. It also includes the frequency and responsible

parties to implement the plan. A Housekeeping Plan has been submitted in Section 14C. This plan provides controls to address spill prevention and possible contamination of the site.

## SECTION 14A

### EROSION AND SEDIMENTATION CONTROL

The proposed construction will require the implementation of temporary and permanent erosion control measures. These measures will be implemented in accordance with the Maine Erosion and Sediment Control Best Management Practices (BMPs) Manual, prior to removal of any on-site vegetation or disturbance of any on-site soil. The general erosion and sediment control specifications and details, as provided within this section, are intended to describe measures to be used by contractors working on the site to maintain compliance with the standards established in the BMPs.

The proposed location and use of erosion control measures on-site are shown plans within the Site Plan Set, included in Appendix A of this application. There are no known existing erosion control concerns with the site. Implementation of proper erosion control measures will be required by site contractors to confine sediment and debris within the limit of soil disturbance. Proper use and maintenance of erosion control measures, described in Appendix B, provide protection against off-site transport of sediment and discharge of sediment to undisturbed areas of the development.

## EROSION AND SEDIMENTATION CONTROL PLAN

**1. Pollution Prevention:** The proposed project includes the construction of an aquaculture facility in Bucksport, Maine. The facility will include freshwater systems, post smolt, and grow out modules, as well as support systems and associated roads and parking areas. All disturbed areas, with the exception of the buildings and parking/maneuvering areas, will be stabilized with vegetation or riprap. Proposed down-gradient vegetated areas will be protected with the use of silt fence or additional control devices if necessary, during construction.

**2. Sediment Barriers:** Prior to construction, sediment barriers will be installed downgradient of all disturbed areas. Sediment barriers will include silt fence, erosion control mix berms, hay bales or additional measures which may become necessary. **(NOTE: The use of Silt Fence is prohibited for this particular site. Use large, erosion control mix berms instead.)**

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

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

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

**4. Removal of Temporary Sediment Control Measures:** After permanent stabilization of disturbed areas has been completed, temporary measures, such as silt fence, will be removed within 30 days. Any accumulated sediments will be removed, and any disturbed areas permanently stabilized.

**5. Permanent Stabilization:** Once proposed construction is completed all disturbed areas, not otherwise permanently stabilized, will be permanently stabilized with vegetation, seeding, or permanent mulch.

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

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

Other permanent measures associated with the project include the following:

- A. **Permanent Mulch:** Permanent mulching means total coverage of exposed area with an approved mulch material. Erosion control mix may be used as mulch for permanent stabilization according to the approved application rates and limitations.
- B. **Permanent Riprap:** Permanent riprap means that slopes and ditches stabilized with riprap have an appropriate backing of well-graded gravel or approved geotextile to prevent soil movement from behind the riprap. Properly sized angular stones will be utilized.
- C. **Permanent Ditches, Channels, and Swales:** Permanent stabilization means the channel is stabilized with a 90% cover of healthy vegetation or with a well-graded riprap lining. There must be no evidence of slumping of the channel lining, undercutting of the channel banks, or down-cutting of the channel.

**6. Winter Construction:** Overwinter construction is anticipated as part of this project. During winter construction additional provisions will be made to protect disturbed areas from runoff. Winter construction includes the time between November 1 and April 15, and during winter construction, the contractor shall meet the requirements of Section 3 – Overwinter Construction of the Maine Erosion and Sedimentation Control BMP Manual (October 2016).

**7. Stormwater Channels:** Ditches, swales, and open stormwater channels are planned as part of this project. They will be stabilized with either vegetation or rip rap depending on the situation to prevent soil erosion.

**8. Roads:** The proposed accessways associated with the project will vary in width. The width will vary based on the required heavy industrial equipment access. Portions of the accessway that are over the same footprint as the existing accessway will be resurfaced and stormwater will be allowed to sheet off as in pre-development conditions. Other proposed accessway areas will be graded to collect water a stormwater collection system and treated before being discharged to the Penobscot River.

**9. Culverts:** Culverts utilized in this project will be protected on both ends and are sized to convey the 24-hour, 25-year storm event.

**10. Parking Areas:** The proposed project includes parking areas graded to sheet runoff to the adjacent vegetated areas.

**11. Additional Requirements:** No additional requirements are proposed at this time.

## SECTION 14B

### INSPECTION AND MAINTENANCE

Maine Maritime Academy (MMA) and its contractor(s) will be responsible for maintenance during construction. MMA will be responsible for post construction maintenance of the site and the devices that provide treatment for the stormwater from the site.

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

- ◆ Jon Whitten, Jr., P.E.  
CES, Inc.  
P.O. Box 639  
Brewer, ME 04412  
(207) 989-4824  
[jwhitten@cesincusa.com](mailto:jwhitten@cesincusa.com)

## MAINTENANCE PLAN OF STORMWATER MANAGEMENT SYSTEM

The Maine Department of Environmental Protection's (MDEP) Stormwater Management for Maine: Best Management Practices latest edition and the MDEP's Chapter 500: Stormwater Management were used as guidelines in the development of this Maintenance Plan. General maintenance requirements are listed below.

### A. DURING CONSTRUCTION

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

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

**Maintenance:** All erosion control measures will be kept in effective operating condition until areas are permanently stabilized. If BMPs need to be maintained or modified, additional BMPs are necessary, or other corrective action is needed, implementation will be completed within 7 calendar days and prior to any rainfall event.

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

### B. POST-CONSTRUCTION

The Owner will be responsible for the inspection and maintenance of all stormwater management system components associated with the proposed project. A list of corrective actions titled Inspection and Maintenance Plan for Stormwater Management Structures (BMPs) is provided at the end of this section.

#### Inspection and Corrective Action

- 1. Vegetated Areas:** Inspections and maintenance of vegetated areas will be performed early in the growing season or after significant rainfall to identify any erosion problems. Areas where erosion is evident will be covered with an appropriate lining, or erosive flows will be diverted to an area able to handle the flows. Any bare areas or areas with sparse growth will be replanted.

2. **Ditches, Swales, and Culverts:** Inspections and maintenance of ditches, culverts, and swales will be performed in the Spring, late Fall, and after rain events greater than 1-inch in depth to remove any obstructions to flow, to remove any accumulated sediments within the structures, and to repair any erosion of channel linings, check dams, inlet protection, or outlet protection. Vegetated ditches and swales must be mowed no more than twice per year and cut no less than 6-inch in height.
3. **Stormwater Wet Ponds:** Maintenance of the wet ponds built for the treatment of stormwater will at a minimum include the items listed below.
  - a. **Embankment Inspection and Maintenance:** A description will be provided of the yearly inspections of the impoundment embankments to identify excessive settlement, slope erosion, internal piping, and downstream swamping. Actions to be taken will be identified if any problems are found. Semi-annual mowing will be done to prevent the growth of woody vegetation on the embankment.
  - b. **Outlet Inspection and Clean Out:** A description will be provided of the semi-annual inspection of the impoundment's outlet control structure to identify broken seals, obstructed orifices, plugged trash racks, and piping along the outlet barrel. Actions to be taken will be identified if any problems are found. A means of removal and disposal of any sediments and debris within the control structure will be provided.

### **C. DOCUMENTATION**

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

## APPENDIX C

### HOUSEKEEPING

1. **Spill Prevention** - During construction, controls will be used to prevent pollutants from being discharged from materials on site, including storage practices to minimize exposure of the materials to stormwater, and appropriate spill prevention, containment, and response planning and implementation.
2. **Groundwater Protection**- During construction, liquid petroleum products and other hazardous materials with the potential to contaminate groundwater will not be stored or handled in areas of the site draining to an infiltration area. Dikes, berms, sumps, and other forms of secondary containment that prevent discharge to groundwater may be used to isolate portions of the site for the purposes of storage and handling of these materials.
3. **Fugitive Sediment and Dust** - Actions must be taken to ensure that activities do not result in noticeable erosion of soils or fugitive dust emissions during or after construction. Oil will not be used for dust control. Water will be used for dust control during construction. Operations during wet months that cause mud to be tracked off the site onto public roads will provide sweeping of the road areas at least once per week and prior to significant storm events.
4. **Debris and Other Materials** - Litter, construction debris, and chemicals exposed to stormwater will be prevented from becoming a pollutant source.
5. **Trench or Foundation De-Watering** - If de-watering is necessary, the collected water will be removed from the ponded area and spread through natural wooded buffers or discharged into a construction sedimentation basin. The water will not be allowed to flow over disturbed areas to the site.
6. **Non Stormwater Discharges** – Identify and prevent contamination by non-stormwater discharges.
7. **Additional Requirements** – Additional requirements may be applied on a site-specific basis.





INSPECTION AND MAINTENANCE PLAN FOR STORMWATER MANAGEMENT STRUCTURES (BMPS)		
	INSPECTION SCHEDULE	CORRECTIVE ACTIONS
<b>VEGETATED AREAS</b>	Annually early spring and after heavy rains	Inspect all slopes and embankments and replant areas of bare soil or with sparse growth
		Armor rill erosion areas with riprap or divert the runoff to a stable area
		Inspect and repair down-slope of all spreaders and turn-outs for erosion
		Mow vegetation as specified for the area
<b>DITCHES, SWALES AND OPEN STORMWATER CHANNELS</b>	Annually spring and late fall and after heavy rains	Remove obstructions, sediments or debris from ditches, swales and other open channels
		Repair any erosion of the ditch lining
		Mow vegetated ditches
		Remove woody vegetation growing through riprap
		Repair any slumping side slopes
		Repair riprap where underlying filter fabric or gravel is showing or if stones have dislodged
<b>CULVERTS</b>	Spring and late fall and after heavy rains	Remove accumulated sediments and debris at the inlet, outlet, or within the conduit
		Remove any obstruction to flow
		Repair any erosion damage at the culvert's inlet and outlet
<b>CATCH BASINS</b>	Annually in the spring	Remove sediments and debris from the bottom of the basin and inlet grates
		Remove floating debris and oils (using oil absorptive pads) from any trap
<b>ROADWAYS AND PARKING AREAS</b>	Annually in the spring or as needed	Clear and remove accumulated winter sand in parking lots and along roadways
		Sweep pavement to remove sediment
		Grade road shoulders and remove accumulated winter sand
		Grade gravel roads and gravel shoulders
		Clean-out the sediment within water bars or open-top culverts
		Ensure that stormwater runoff is not impeded by false ditches of sediment in the shoulder
<b>RESOURCE AND TREATMENT BUFFERS</b>	Annually in the spring	Inspect buffers for evidence of erosion, concentrated flow, or encroachment by development
		Manage the buffer's vegetation with the requirements in any deed restrictions
		Repair any sign of erosion within a buffer
		Inspect and repair down-slope of all spreaders and turn-outs for erosion
		Install more level spreaders, or ditch turn-outs if needed for a better distribution of flow
		Clean-out any accumulation of sediment within the spreader bays or turnout pools
<b>WETPONDS AND DETENTION BASINS</b>	Annually in fall and after heavy rains	Mow non-wooded buffers no shorter than six inches and less than three times per year
		Inspect the embankments for settlement, slope erosion, piping, and slumping
		Mow the embankment to control woody vegetation
		Inspect the outlet structure for broken seals, obstructed orifices, and plugged trash racks
		Remove and dispose of sediments and debris within the control structure
		Repair any damage to trash racks or debris guards
		Replace any dislodged stone in riprap spillways
Remove and dispose of accumulated sediments within the impoundment and forebay		
<b>FILTRATION AND INFILTRATION BASINS</b>	Annually in the spring and late fall	Clean the basin of debris, sediment and hydrocarbons
		Provide for the removal and disposal of accumulated sediments within the basin
		Renew the basin media if it fails to drain within 72 hours after a one inch rainfall event
		Till, seed and mulch the basin if vegetation is sparse
		Repair riprap where underlying filter fabric or gravel is showing or where stones have dislodged
<b>PROPRIETARY DEVICES</b>	As specified by manufacturer	Contract with a third-party for inspection and maintenance
		Follow the manufacturer's plan for cleaning of devices
<b>OTHER PRACTICES</b>	As specified for devices	Contact the department for appropriate inspection and maintenance requirements for other drainage control and runoff treatment measures.

\*NOTE: This is a general list of stormwater BMPs. Not all BMPs are applicable for a given site.

## SECTION 8

### SURFACE & SUBSURFACE WATERS

#### **SUBSURFACE (GROUNDWATER) PROTECTION**

The Maine Maritime Academy (MMA), applied for and obtained protections from assertion of liabilities under several Maine laws as authorized under the Maine Voluntary Response Action Plan (VRAP) program under 38 M.R.S. § 343-E. The agreement is outlined in a letter from David E. Burns, Maine Department of Environmental Protection (MDEP) to Mr. Petra Carver, MMA, RE: Bucksport Mill Lot 4, 2 River Road, Bucksport, Maine, Revised No Further Action Assurance Letter – Voluntary Response Action Program, dated June 18, 2019.

The VRAP letter summarizes the existing conditions of the project site and the Mill site in general, relating to groundwater and contaminated soils. The environmental reports prepared by others for the Bucksport Mill Subdivision are sited within the VRAP letter and they “...document that soils at the Site have been minimally impacted in certain locations with polychlorinated biphenyls (“PCB”) and arsenic.” and “The identified areas of PCB contamination and arsenic contamination are both very small and located beneath a minimum of 10 inches of concrete foundation, so are not considered accessible.”

The VRAP continues by stating that a department-approved Soil Management Plan and a Declaration of Environmental Covenant will restrict/limit/manage the following:

1. Use of the Site for residential purposes,
2. Extraction and use of groundwater for a potable water source, and
3. Demolition and excavation activities within the contaminated areas during construction.

**Groundwater:** The project site is not located over a mapped sand and gravel aquifer and MMA is not planning on extracting or using groundwater for operation of their Campus. Potable water will be supplied via connection to the Maine Water Company watermain within Route 15. See **Section 26 – Drinking Water** for more information.

**Contaminated Soils:** This proposed project will not include major modifications to the ground elevations of the site. Excavation operations will be necessary for preparation of paved areas, utility installation and new foundation installation. Demolition and excavation will be limited to these areas. It is not expected that demolition or excavation activities will disturb the small contamination area(s) sited within the VRAP letter.

#### **SURFACE WATER PROTECTION**

In addition to the Stormwater Management Plan for this project, a Wastewater Disposal Plan is also being designed to protect surface waters. The wastewater disposal plan for the project includes the disposal for sanitary wastewater from employees and visitors to the Town of Bucksport wastewater system. Wastewater generation is discussed in **Section 29--Wastewater**.

## CONCLUSION

The Maine Maritime Academy Facility is not expected to withdraw from, or discharge to, the groundwater at this time. MMA and its contractors will conform to the Declaration of Environmental Covenant and Soil Management Plan throughout the construction and operation of this project, therefore ensuring that **surface and subsurface waters are adequately protected from the detrimental effects of any water pollutant from the land use.**



STATE OF MAINE  
DEPARTMENT OF ENVIRONMENTAL PROTECTION



JANET T. MILLS  
GOVERNOR

GERALD D. REID  
COMMISSIONER

June 18, 2019

Maine Maritime Academy  
Attn: Petra Carver, Vice President of Financial & Institutional Services  
1 Pleasant Street  
Castine, Maine 04420

Re: Bucksport Mill Lot 4, 2 River Road, Bucksport, Maine  
Revised No Further Action Assurance Letter - Voluntary Response Action  
Program

Dear Ms. Carver:

The Maine Department of Environmental Protection ("Department" or "DEP") 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 "Bucksport Mill Lot 4" in the Department's VRAP records (REM02991), located on 2 River Road in Bucksport, identified on the Town of Bucksport's Tax Map 1 as a portion of Lot 10, and generally depicted in the figure included as Attachment A to this letter ("Site"), participate in the VRAP, and Maine Maritime Academy ("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 I Environmental Site Assessment, Lot 4, 2 River Road, Bucksport, Maine, by Campbell Environmental Group, Inc., February 15, 2019;
- Phase II Environmental Site Assessment, Lot 4 Bucksport Mill, LLC, 4 River Road, Bucksport, by Campbell Environmental Group, Inc., March 12, 2019; and
- Phase II Environmental Site Assessment, Lot 4 Bucksport Mill, LLC, 4 River Road, Bucksport, by Campbell Environmental Group, Inc., April 18, 2019.

The Site consists of one lot, Lot 4, which was subdivided from the larger Lot 10, an approximately 117-acre parcel. Lot 4 is approximately 3.9 acres in size. The entire 117-acre parcel was formerly used as a paper mill. Lot 4 currently consists of two buildings that were part of the paper mill referred to as the Employee Development Center and the Railroad Scales

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

Building as referenced on the “Survey of the Restricted Area being a Portion of Lot 4 of the Bucksport Mill Subdivision, Bucksport, Maine”, by Plisga & Day Land Surveyors (Figure 1). The Railroad Scales Building is proposed for removal. The Site is located in an area of mixed commercial and industrial development. Maine Maritime Academy plans to use the property as a marine training center for their students. The Site and surrounding area are served by public water and sewer.

The Reports document that soils at the Site have been minimally impacted in certain locations with polychlorinated biphenyls (“PCB”) and arsenic. The PCBs and arsenic identified in soil are above the residential exposure scenario and commercial worker exposure scenario, as described in the *Maine Remedial Action Guidelines for Sites Contaminated with Hazardous Substances*, effective October 19, 2018 (“RAGs”). The identified areas of PCB contamination and arsenic contamination are both very small and located beneath a minimum of 10 inches of concrete foundation, so are not considered accessible. The current future development plans at the Site will keep these areas inaccessible for human contact. Any future demolition of the concrete foundations or excavation during construction activities in these areas will be managed in accordance with a Department-approved Soil Management Plan, reducing worker exposure to the impacted soils.

Future use of the Site for residential purposes or use of the groundwater for a potable water source will be restricted via a Declaration of Environmental Covenant.

Bucksport Mill, LLC/AIM Development USA LLC is responsible for ensuring Hazardous Waste Generator Closure pursuant to the Department’s *Hazardous Waste Management Rules*, 06-096 C.M.R. ch. 851, § 11 (last amended June 11, 2018), for regulated activities that may have taken place at the Site prior to the transfer of the Site to Maine Maritime Academy. This includes the assessment and appropriate resolution of any issues related to Generator Closure on the Site or the remainder of the entire larger parcel not to be acquired by Maine Maritime Academy. Maine Maritime Academy, as Applicant and purchaser of the Site, is not responsible for such closure activities, and must not exacerbate the environmental impacts of the contaminants.

Based on the information presented in the Reports, the Department considers no further investigations or remedial actions are necessary at the Site at this time by Maine Maritime Academy, provided the conditions of approval listed below are followed:

1. Except as otherwise permitted by prior written approval of the DEP, groundwater from under the Site may not be extracted and used for a potable water source.
2. No residential use of any kind or nature shall be permitted on the Site. There shall be no camping, child care facilities, and no long-term care facilities constructed on the Site, without the prior written approval of DEP, even if any such uses are allowed under applicable zoning rules.
3. Demolition of existing concrete foundations, excavation, drilling, digging, or cutting of surface soils or subsurface soils (“Excavation”) in the areas of identified contamination

shall only be permitted if conducted in accordance with a DEP approved Soil Management Plan.

4. Maine Maritime Academy, its successors, and assigns at the Site must not exacerbate the environmental impacts of the identified onsite contaminants and must provide access to the property it owns for Bucksport Mill, LLC/AIM Development USA LLC and their contractors, if necessary, to address remaining Generator Closure issues at the Site.
5. A Declaration of Environmental Covenant, in accordance with the *Maine Uniform Environmental Covenants Act*, 38 M.R.S. §§ 3001–3013 (2005), incorporating conditions 1 through 4 above, must be executed for the Site and recorded at the Hancock 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.
6. A copy of this letter shall be recorded at the Hancock County Registry of Deeds. A copy of the recorded document must be supplied to the Department's VRAP within thirty (30) days of being recorded.

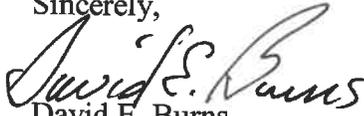
The VRAP's evaluation of the environmental risks present at the Site was based on the information and conditions listed above. Prior to undertaking any activity or land use that would alter the conditions of approval listed above, the Applicant, their successors, assigns and/or affiliates must obtain the VRAP's written approval of such activity or land use and, following execution of the DEP-approved Declaration of Environmental Covenant described above, must obtain the Department's written consent to amend or terminate such Declaration of Environmental Covenant, if needed to complete the proposed activity.

The VRAP will not require further remedial actions by the Applicant, or their successors, assigns and/or affiliates, and the persons qualified for protection under 38 M.R.S. § 343-E(6), provided they comply with the conditions of this letter.

Therefore, the Applicant, their successors, assigns and/or affiliates, and the persons qualified for protection under 38 M.R.S. § 343-E(6) are entitled to protection from liability to the extent provided by 38 M.R.S. § 343-E, except that the protection from liability conferred by the VRAP is not 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. 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 is subject to the qualifications and conditions set forth in this letter 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, including, but not limited to, lead abatement and asbestos regulations.

If you have any questions regarding this letter, please feel free to call Nick Hodgkins of my staff at (207) 592-0882.

Sincerely,



David E. Burns

Director

Bureau of Remediation & Waste Management

cc: William Fletcher, Fletcher, Selser & Devine  
Jeff McGlin, Aim Development USA LLC  
Rich Campbell, Campbell Environmental Group  
Pam Green, Maine DEP

STATE OF MAINE  
KENNEBEC, ss.,

June 18, 2019

Then personally appeared the above-named David E. Burns, Director, Bureau of Remediation & Waste Management of the Maine Department of Environmental Protection and duly authorized delegee for the Commissioner, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of the Department of Environmental Protection.

Before me,



Notary Public



(Print name)

My commission expires: 5/21/2026

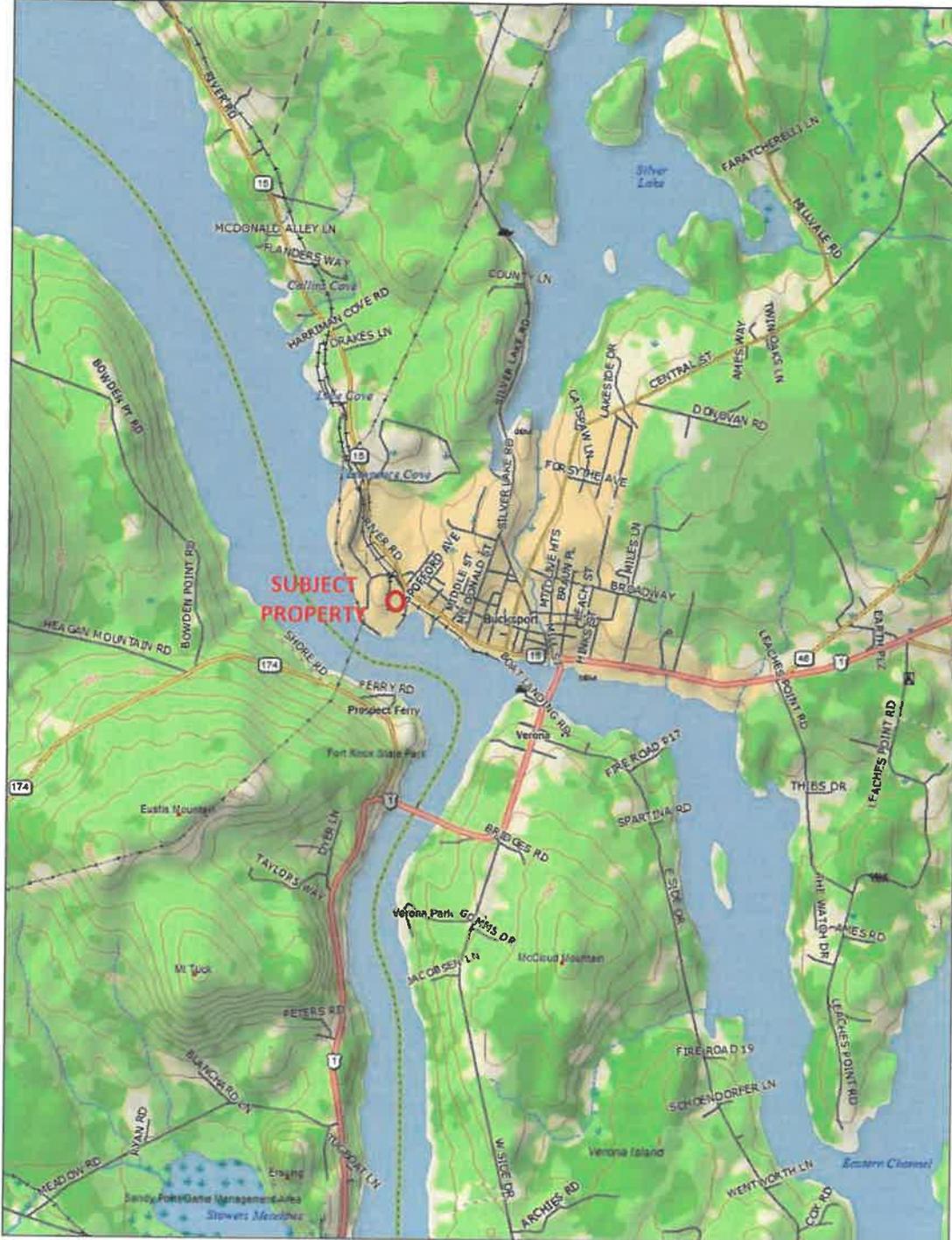
**Michelle Selwood**  
Notary Public, State of Maine  
My Commission Expires May 21, 2026

# Attachment A-Site Location Map

Lot 4 Bucksport Mill.

DeLORME

Topo USA® 8



Data use subject to license.  
© DeLorme Topo USA® 8.  
www.delorme.com





## SECTION 9

### AIR ENVIRONMENT

Maine Maritime Academy (MMA) plans to construct a METEL Building as part of their Bucksport Campus. The METEL building is a test lab for diesel engines. An air emissions license application for the METEL Building will be required and eventual approval of that license is expected from the MaineDEP Air Bureau.

Fugitive dust control measures will be implemented throughout the construction phases that will minimize the transportation of dust off the property at any given time. Permanent stabilization of the site will occur as each phase is completed. This will include paving accessways and maneuvering areas and established vegetation in other developed areas. See the erosion control measures within **Section 7 - Soil Erosion & Sedimentation** for more details.

Periodically, fire training activities will include the burning of wood products to produce real-world training scenarios on how to extinguish such fires. These training scenarios are limited as far as schedule (they are spaced out over any given year) as well as, size and duration of the fire itself. Smoke will be produced periodically due to these types of trainings. Given the limitations of the wood burning, fire training scenarios and the size and location of the property, it is unlikely that the smoke would present significant, negative impacts on neighboring properties.

Traffic to and from the site is expected to be less than that generated by the prior Mill use of the property and will not significantly affect air quality.

Given this information, it can be concluded that **the ambient air environment is adequately protected from the detrimental effects of any air pollutant from the land use.**

## SECTION 10

### WILDLIFE HABITAT

The project makes adequate provision for the protection of wildlife and fisheries. The MDEP has already found in the SLODA permit approval (L-1415-26-A-X) that the Mill did not impact wildlife or fisheries. An updated request was made to the Maine Department of Inland Fisheries and Wildlife (MDIFW) regarding the MMA lot and MDIFW re-confirmed that the MMA project will not impact wildlife or fisheries in the area.

Given the above information, **significant wildlife habitat, and other important habitat as identified in the Bucksport Comprehensive Plan, as adopted, are adequately protected from any relevant detrimental effect of the land use.**



STATE OF MAINE  
DEPARTMENT OF  
INLAND FISHERIES & WILDLIFE  
284 STATE STREET  
41 STATE HOUSE STATION  
AUGUSTA ME 04333-0041



March 25, 2020

Christopher Michaud  
CES Inc.  
465 South Main Street  
P.O. Box 639  
Brewer, ME 04412

**RE: Information Request – Maine Maritime Academy Center for Professional Mariner Development, Bucksport Project**

Dear Toby:

Per your request received on March 12, 2020, we have reviewed current Maine Department of Inland Fisheries and Wildlife (MDIFW) information for known locations of Endangered, Threatened, and Special Concern species; designated Essential and Significant Wildlife Habitats; and inland fisheries habitat concerns within the vicinity of the *Maine Maritime Academy Center for Professional Mariner Development* project in Bucksport.

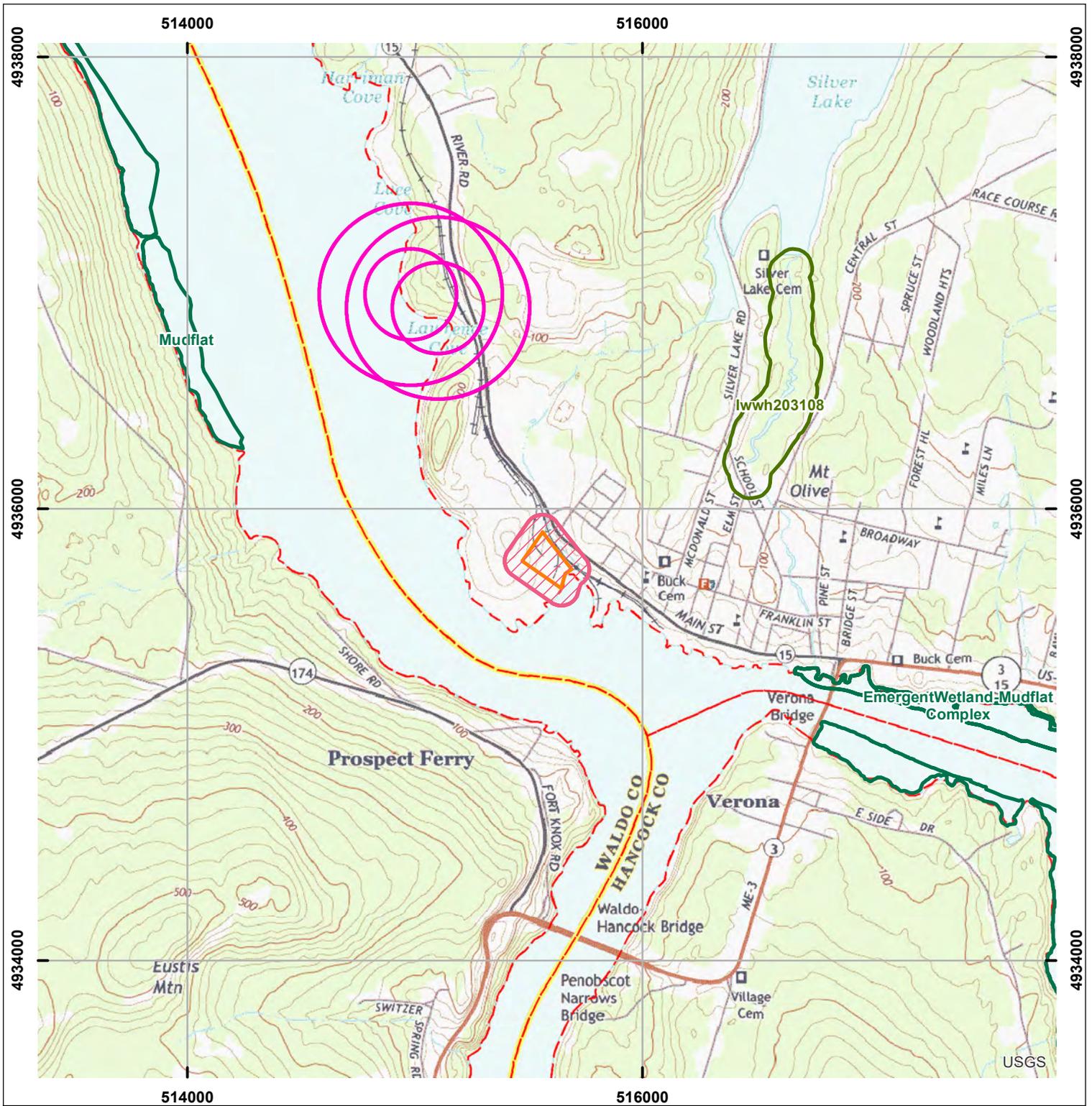
Our information indicates no locations of Endangered, Threatened, or Special Concern species within the project area that would be affected by your project. Additionally, our Department has not mapped any Essential or Significant Wildlife Habitats or inland fisheries habitats that would be directly affected by your project.

This consultation review has been conducted specifically for known MDIFW jurisdictional features and should not be interpreted as a comprehensive review for the presence of other regulated features that may occur in this area. Prior to the start of any future site disturbance we recommend additional consultation with the municipality, and other state resource agencies including the Maine Natural Areas Program, Maine Department of Marine Resources, and Maine Department of Environmental Protection in order to avoid unintended protected resource disturbance.

Please feel free to contact my office if you have any questions regarding this information, or if I can be of any further assistance.

Best regards,

Becca Settele  
Wildlife Biologist



## Environmental Review of Fish and Wildlife Observations and Priority Habitats

Project Name: Maine Maritime Academy Center for Professional Mariner Development Support



Maine Department of  
Inland Fisheries and Wildlife



Projection: UTM, NAD83, Zone 19N

Date: 3/13/2020

ProjectPoints	Deer Winter Area	Roseate Tern
ProjectLines	LUPC p-fw	Piping Plover and Least Tern
ProjectPolys	Cooperative DWAs	Aquatic ETSc - 2.5 mi review
ProjectSearchAreas	Seabird Nesting Islands	Rare Mussels - 5 mi review
Maine Cliff and Talus Areas	Shorebird Areas	Maine Heritage Fish Waters
	Inland Waterfowl and Wading Bird	Arctic Charr Habitat
	2008 lwwh - Shoreland Zoning	Redfin Pickerel and Swamp Darter Habitats - buffer100ft
	Tidal Waterfowl and Wading Bird	Special Concern occupied habitats - 100ft buffer
	Significant Vernal Pools	Wild Lake Trout Habitats
	Environmental Review Polygons	





**STATE OF MAINE**  
**DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY**

177 STATE HOUSE STATION  
AUGUSTA, MAINE 04333

**JANET T. MILLS**  
GOVERNOR

**AMANDA E. BEAL**  
COMMISSIONER

March 13, 2020

Toby Michaud  
CES  
PO Box 639  
Brewer, ME 04412

Via email: [tmichaud@cesincusa.com](mailto:tmichaud@cesincusa.com)

Re: Rare and exemplary botanical features in proximity to: #10955.005, Center for Professional Mariner Development, Maine Maritime Academy, Bucksport, Maine

Dear Mr. Michaud:

I have searched the Maine Natural Areas Program's Biological and Conservation Data System files in response to your request received March 12, 2020 for information on the presence of rare or unique botanical features documented from the vicinity of the project in Bucksport, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

Our official response covers only botanical features. For authoritative information and official response for zoological features you must make a similar request to the Maine Department of Inland Fisheries and Wildlife, 284 State Street, Augusta, Maine 04333.

According to the information currently in our Biological and Conservation Data System files, there are no rare botanical features documented specifically within the project area. Based on the information in our files and the landscape context of this project, there is a low probability that rare or significant botanical features occur at this project location.

This finding is available and appropriate for preparation and review of environmental assessments, but it is not a substitute for on-site surveys. Comprehensive field surveys do not exist for all natural areas in Maine, and in the absence of a specific field investigation, the Maine Natural Areas Program cannot provide a definitive statement on the presence or absence of unusual natural features at this site.

The Maine Natural Areas Program (MNAP) is continuously working to achieve a more comprehensive database of exemplary natural features in Maine. We would appreciate the contribution of any information obtained should you decide to do field work. MNAP welcomes coordination with individuals or organizations proposing environmental alteration, or conducting environmental assessments. If, however, data provided by MNAP are to be published in any form, the Program should be informed at the outset and credited as the source.

**MOLLY DOCHERTY, DIRECTOR**  
MAINE NATURAL AREAS PROGRAM  
90 BLOSSOM LANE, DEERING BUILDING



PHONE: (207) 287-8044  
WWW.MAINE.GOV/DACF/MNAP

Letter to CES  
Comments RE: MMA, Bucksport  
March 13, 2020  
Page 2 of 2

The Maine Natural Areas Program has instituted a fee structure of \$75.00 an hour to recover the actual cost of processing your request for information. You will receive an invoice for \$150.00 for two hours of our services.

Thank you for using MNAP in the environmental review process. Please do not hesitate to contact me if you have further questions about the Natural Areas Program or about rare or unique botanical features on this site.

Sincerely,

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

Kristen Puryear | Ecologist | Maine Natural Areas Program  
207-287-8043 | [kristen.puryear@maine.gov](mailto:kristen.puryear@maine.gov)

## SECTION 11

### CLEARING OF VEGETATION

The Site consists of land which was historically developed as a paper manufacturing facility with associated support facilities. It is bordered directly by the Penobscot River to the west, railroad tracks and Route 15 to the east, undeveloped land to the North, and through historical development and current uses, has little to no vegetative buffering along the property boundaries. No new vegetative buffers or stormwater buffers are proposed to be planted or maintained for this project. Furthermore, very little vegetation will be required to be removed from the site in support of the proposed development and there is no proposal to change the existing vegetation within the shoreland zone overlay district.

The proposed development has been designed to meet the Town of Bucksport Ordinance requirements for the Industrial Zone and therefore, proposed buildings are set back at least 50 feet from the property lines and no changes in buffering is proposed. The Maine Maritime Academy Facility meshes well with the Town's Redevelopment Master Plan, which does not suggest changes in buffering along the property lines. See **Section 13 – Scenic Value** for the report and rendering(s).

Given this information, it can be concluded that **vegetation within any applicable shoreland district is protected from excessive cutting or removal.**

## SECTION 12

### PREHISTORIC & HISTORIC SITES

Lot 4 was heavily developed as part of the Mill. The Maine Historic Preservation Commission (MHPC) has reviewed MMA's specific property and concluded that there are no National Register eligible properties on or adjacent to the parcel, and the project area is not considered sensitive for archaeological resources. Their letter is attached for review.

Given the above information, it can be concluded that **areas of prehistorical and historical importance are adequately protected from any relevant detrimental effect of the land use.**



MAINE HISTORIC PRESERVATION COMMISSION  
55 CAPITOL STREET  
65 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333

JANET T. MILLS  
GOVERNOR

KIRK F. MOHNEY  
DIRECTOR

March 20, 2020

Mr. Christopher Michaud  
CES Inc  
PO Box 639  
Brewer, ME 04412

Project: MHPC #0407-20      Maine Maritime Academy  
New Center for Professional Development  
Town: Bucksport, ME

Dear Mr. Michaud:

In response to your recent request, I have reviewed the information received March 16, 2020 to initiate consultation on the above referenced project in accordance with the requirements of Maine Department of Environmental Protection.

Based on the information provided, I have concluded that there are no National Register eligible properties on or adjacent to the parcels. In addition, the project area is not considered sensitive for archaeological resources.

Please contact Megan M. Rideout of our staff, at [megan.m.rideout@maine.gov](mailto:megan.m.rideout@maine.gov) or 207-287-2992, if we can be of further assistance in this matter.

Sincerely,

Kirk F. Mohney  
State Historic Preservation Officer

## SECTION 13

### SCENIC VALUE

Maine Maritime Academy (MMA) currently owns Lot 4, a parcel that is approximately 3.91 acres in size and was formerly part of the Verso Pulp and Paper Mill (Mill) in Bucksport. The proposed MMA Center for Professional Mariner Development (CPMD) Campus will redevelop much of the parcel. The area where new buildings are proposed was formerly part of the multi-story building structure that made up the production area of the Mill. Since this facility is on a significant site for the Town of Bucksport and is visible from Route 15, Fort Knox, the Penobscot Narrows Bridge, and from the Penobscot River, MMA is excited to be a part of the Town of Bucksport's Redevelopment Master Plan visions for the old Mill site. The Town envisions a mixed-use campus that supports industrial uses such as the adjacent Whole Oceans aquaculture facility and the power generation plant as well as MMA's CPMD featuring full-scale training and testing facilities. Please see the attached Executive Summary of the "A.D.A.P.T. Bucksport" report prepared by the Town, which highlights the Town's visions for the future build-out of this area of the community.

The MMA CPMD Campus will focus on providing continuing education programs to a variety of students and organizations through hands-on teaching, training, research, and testing. The construction of industrial scale buildings and outdoor training areas will aid in providing these education programs. The proposed use is compatible with a traditional Paper Mill when considering that MMA will utilize a combination of interior and exterior components to accomplish their goals.

The overall height and scale of the CPMD Campus will be magnitudes less than the buildings that were formally on this site, including the existing power generation plant that remains adjacent to this site. The layout of the campus will add to its functionality and offer an improvement in the site's scenic character. The improvements will be apparent when catching glimpses of the Campus from Route 15 and from the Penobscot River. Views from either source will be limited in places, due to elevation changes. This may be even more true when adjacent lots are eventually developed. Given this information, it can be concluded that **vistas of scenic value are adequately protected from any relevant detrimental effect of the land use.**

## SECTION 14

### SHORELINE ACCESS

The Maine Maritime Academy Facility is to be located on a formerly developed, industrial site which is nearby, but not abutting the Penobscot River. The site does not have access to Penobscot River, and it can therefore be concluded that **areas for public access to water bodies, wetlands and areas developed with maritime activities are adequately protected from any relevant detrimental effect of the land use.**

## SECTION 15

### FLOOD HAZARD

Please see the attached FEMA Flood Insurance Rate Map (Number 230065, Panel 0683 D). The site is in Zone X, an area determined to be outside the 500-year flood plain. No work or alterations are proposed within a mapped flood zone. Given this information, it can be concluded that **areas of flood hazard are adequately protected from any relevant detrimental effect of the land use.**

**SPECIAL FLOOD HAZARD AREAS**

- Without Base Flood Elevation (BFE)  
*Zone A, V, A99*
- With BFE or Depth  
*Zone AE, AO, AH, VE, AR*
- Regulatory Floodway
- 0.2 % Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile  
*Zone X*
- Future Conditions 1% Annual Chance Flood Hazard  
*Zone X*
- Area with Reduced Flood Risk due to Levee  
See Notes.  
*Zone X*
- Areas of Minimal Flood Hazard  
*Zone X*
- Area of Undetermined Flood Hazard  
*Zone D*

**OTHER AREAS OF FLOOD HAZARD**

**OTHER AREAS**



Map Projection:  
Universal Transverse Mercator Zone 19N; North American Datum 1983;  
Western Hemisphere; Vertical Datum: NAVD 88

**1 inch = 500 feet**

0 500 1,000

0 125 250

**FEMA**

**National Flood Insurance Program**

**NATIONAL FLOOD INSURANCE PROGRAM**  
FLOOD INSURANCE RATE MAP

**HANCOCK COUNTY, ME**  
All Jurisdictions

PANEL **0683** OF 1552

Panel Contains:

COMMUNITY	NUMBER	PANEL	SUFFIX
BUCKSPORT, TOWN OF	230065	0683	D
VERONA ISLAND, TOWN OF	230300	0683	D

VERSION NUMBER  
2.3.2.1

MAP NUMBER  
23009C0683D

EFFECTIVE DATE  
July 20, 2016

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)

## SECTION 16

### UNIQUE NATURAL CHARACTER

The proposed development site is on a significant site for the Town of Bucksport and is visible from Route 15, Fort Knox, the Penobscot Narrows Bridge, and from the Penobscot River. As a result, MMA is pleased to be a part of the Town of Bucksport's Redevelopment Master Plan visions for the old Mill site. The Town envisions a mixed-use campus that supports industrial uses such as the adjacent Whole Oceans aquaculture facility and the power generation plant as well as MMA's CPMD featuring full-scale training and testing facilities.

The overall height and scale of the CPMD Campus will be magnitudes less than the buildings that were formally on this site, including the existing power generation plant that remains adjacent to this site. The layout of the campus will add to its functionality and offer an improvement in the site's scenic character. The improvements will be apparent when catching glimpses of the Campus from Route 15 and from the Penobscot River. Views from either source will be limited in places, due to elevation changes. This may be even more true when adjacent lots are eventually developed. Given this information, it can be concluded that **areas with unique natural character identified in the Bucksport Comprehensive Plan, as adopted, are adequately protected from any relevant detrimental effect of the land use.**

## SECTION 17

### DEVELOPMENT PATTERN

The proposed Maine Maritime facility will be developed among commercial and industrial uses. The project abuts the proposed Whole Oceans development, a recirculating aquaculture system focused on producing Atlantic salmon, for which construction is expected through 2021. The project is also abutting Bucksport Generation and the railway. Given this information, it can be concluded that **the scale and site features of the land use are consistent with the development patterns in the local area or neighborhood.**

## SECTION 18

### BUFFERS & SCREENING

The Site consists of land which was historically developed as a paper manufacturing facility with associated support facilities. It is bordered directly by subdivided Mill properties, railroad tracks, Route 15, and an existing power generation facility. There are no substantial visual, vegetated buffers established along the perimeter of the overall Mill site and no changes in buffering is proposed.

However, the project is located at the existing main entrance for the Mill and there are some existing trees and lawn areas located on the project property. These areas are anticipated to be maintained and/or improved to create an aesthetically pleasing front entrance to the CPMD Campus. Furthermore, landscaped areas are expected to be developed in various parts of the Campus as construction progresses. These areas are expected to visually break up the Campus and create an appealing environment for students, trainees, faculty, and guests to utilize. The addition of such vegetation is not proposed to provide visual buffering from any particular vantage point. Given this information, it can be concluded that **the land use is appropriately separated and shielded from abutting land uses and public or private ways to adequately mitigate any relevant detrimental effect.**

## SECTION 19

### ELECTROMAGNETIC FIELDS

The proposed Maine Maritime Academy facilities will utilize existing power supply lines. The proposed power services for the pool, fire stack and METEL buildings will be supplied from the existing EDC primary structure and will be installed underground. Additionally, generation of electromagnetic fields from utilities within the buildings will not be significant enough for mitigation. The existing power generation and distribution components in the immediate area are owned and operated by others and Maine Maritime Academy does not propose any changes to those components.

Given this information, it can be concluded that **any relevant detrimental effects of electromagnetic fields from the land use are adequately mitigated.**

## SECTION 20

### LIGHTING

The proposed exterior lighting will be limited to what is required for safety and security on the Site. All lighting fixtures will be shielded to force light downward. Layout of the lighting fixtures is shown within the Plan Set (**Appendix C**) and is based on necessity and minimizing detrimental effects on neighboring roadways and/or properties, which many, it should be noted, are zoned for industrial uses. To achieve this goal, we considered lighting fixture styles, intensity, placement and height when laying out the project lighting. Given this information, it can be concluded that **any relevant detrimental effects of artificial lighting from the land use are adequately mitigated.**

## SECTION 21

### NOISE

The Maine Maritime Academy (MMA) property is zoned heavy industrial in the Town of Bucksport and the current use is industrial in nature. The Town ordinance requires that projects within the Town comply with Maine Department of Environmental Protection (MDEP) Regulations on noise, therefore this project must meet the Sound Level Limits defined within 06-096 CMR 375, Section 10 “Control of Noise”.

#### Noise Limits

Generally, 06-096 CMR 375, Section 10 regulates the control of noise being produced from both the construction of and routine operation of the proposed project, at all hours. Sound levels are limited during routine operation to 75dBA, any time of day, measured at exterior property lines.

#### Neighborhood/Project Layout

Properties and features adjacent to the MMA parcel include:

- ◆ Bucksport Generation;
- ◆ Whole Oceans;
- ◆ Substation and high voltage transmission lines; and
- ◆ Maine Central Railroad.

#### Operational Noise Level Calculations

It is expected that the greatest amount of noise generated by the project will be vehicles entering and exiting the site and idling fire trucks utilizing the fire stack for training purposes. The vehicles entering and exiting the site as well as idling trucks are exempt from the noise standard. Other noise sources include those generated by HVAC equipment, pool equipment, and diesel motors associated with the METEL building. The pool equipment and diesel motors are proposed to be within the building structures and should not generate any significant noise outside the building structure. The HVAC equipment will be primarily located within the buildings with compressors on the exterior. The standard commercial HVAC exterior unit runs between 50 and 70dBA, which is below the 75dBA limit. No other significant noise sources are anticipated to be generated from the project.

#### Conclusion

Based on the proposed development and equipment to be used, **it is anticipated that the use will be at or below the noise limits presented in 06-096 CMR 375, Section 10.**

## SECTION 22

### ODORS

No noticeable odors are expected to be generated by the everyday use of the campus. Periodically, fire training activities will include the burning of wood products to produce real-world training scenarios on how to extinguish such fires. These training scenarios are limited and spaced out over any given year.

The running of diesel engines within MMA's METEL Building are expected to produce limited odors. These odors are not expected to be intense enough to negatively impact neighboring properties. The METEL program is currently in operation on MMA's Castine campus and odors are not reported as a negative impact in that area.

Given this information, it can be concluded that **any relevant detrimental effects of nuisance odors from the land use are adequately mitigated.**

## SECTION 23

### SOLAR GAIN

The proposed buildings and infrastructure for this facility will not reach the building heights of the past use or of buildings still existing in the area. Additionally, when comparing the proximity and scale of the proposed Campus to the proposed buildings on adjacent lots, it can be concluded that this project will not block access to direct sunlight to abutting structures. Given this information, it can be concluded that **the solar gain utilized by active or passive solar energy collection systems that may be impacted by the land use is adequately protected.**

## SECTION 24

### SMOKE & DUST

Maine Maritime Academy (MMA) plans to construct a METEL Building as part of their Bucksport Campus. The METEL building is a test lab for diesel engines. An air emissions license application for the METEL Building will be required and eventual approval of that license is expected from the MaineDEP Air Bureau.

Fugitive dust control measures will be implemented throughout the construction phases that will minimize the transportation of dust off the property at any given time. Permanent stabilization of the site will occur as each phase is completed. This will include paving accessways and maneuvering areas and established vegetation in other developed areas. The Erosion and Sedimentation Control Plan for the site are currently under review as part of the applicant's SLODA Permit Application to the MDEP.

Periodically, fire training activities will include the burning of wood products to produce real-world training scenarios on how to extinguish such fires. These training scenarios are limited as far as schedule (they are spaced out over any given year) as well as, size and duration of the fire itself. Smoke will be produced periodically due to these types of trainings. Given the limitations of the wood burning, fire training scenarios and the size and location of the property, it is unlikely that the smoke would present significant, negative impacts on neighboring properties.

Traffic to and from the site is expected to be less than that generated by the prior Mill use of the property and will not significantly affect air quality.

Given this information, it can be concluded that **any relevant detrimental effects of smoke or dust from the land use are adequately mitigated.**

## SECTION 25

### VIBRATION

No blasting is intended for this project. If blasting is required, a blasting plan specific to the project site in accordance with Title 38 M.R.S. § 490-Z (14) will be completed prior to the start of construction. There will be no other sources of vibration associated with his project. Given this information, **detrimental effects of subterranean vibration from land use activities are not anticipated from this project.**

## SECTION 26

### DRINKING WATER

Maine Maritime Academy (MMA) is proposing to amend the historical water supply demand and connections to the existing water supply lines that formerly fed the pulp and paper Mill. The Center for Professional Mariner Development (CPMD) Campus will require potable water for student/trainee/faculty use. Other water usage demands on the Campus are anticipated to include:

- ◆ fire fighter training;
- ◆ periodic pool filling and re-filling; and
- ◆ other training programs (limited usage).

Potable water for the above, anticipated uses is proposed to be supplied by the Maine Water Company via an existing water main entering the site from Route 15. Please see attached letter from the Maine Water Company verifying their ability to provide the anticipated water volume demands for this site.

#### **Water Supply Summary:**

The expected water supply demands for the CPMD Campus are less than the historical demand from the paper Mill and can be supplied by the Maine Water Company.

#### **Historical Water Supply Demand:**

It is our understanding that the paper Mill historically demanded:

- ◆ 117,489 GPD of potable water (Avg. usage by Verso Paper Co. in yr. 2000 reported by Maine Water Company)
- ◆ A monthly average of 18 MGPD of raw freshwater from the Silver Lake system, and
- ◆ A monthly average of 72 MGPD of saltwater from the Penobscot River.

#### **Proposed Potable Water Demand:**

MMA estimates that at full build-out, the Campus will demand the following water volumes:

- ◆ Domestic Use: 3,528 gallons per day (gpd).
- ◆ Fire Training: 750,000 gallons annually (demand distributed throughout year).
- ◆ Re-filling Pool: 500,000 gallons annually (single event).

#### **Conclusion**

Maine Water Company has provided an Ability to Serve letter in reference to the potable water supply. Given this information, it can be concluded that **the quantity and quality of public and private drinking water supplies are adequately protected from any relevant detrimental effects of the land use.**



April 22<sup>nd</sup>, 2020

CES INC  
ATTN: Justin Drake, E.I.  
465 S Main St  
PO Box 639  
Brewer, Maine 04412

Re: Ability to Serve Determination – Maine Maritime Academy | Center for Professional Mariner Development, Bucksport, Maine

Dear Mr. Drake,

The Maine Water Company (MWC) has received your request for an MWC Ability to Serve Determination on behalf of your client, Maine Maritime Academy (MMA), for the Center for Professional Mariner Development at the Main Street Mill site in Bucksport Maine. The request indicates a proposed regular domestic usage of 3,528 gallons per day (gpd). The request also indicates the need of approximately 750,000 gallons annually for fire training and 500,000 gallons as a single event annually for the re-filling pool. Domestic water is available to your project. MWC does have sufficient capacity in the area from the existing 10-inch cast iron main on property to serve domestic needs of this project. The static pressure in the area is approximately 60psi. Additional infrastructure improvements may be required at the expense of the developer to meet the overall needs of this project.

Conditions of Service

- Domestic and Fire services must each be individually tapped from public main.
- Annual coordination with MWC for filling the swimming pool will be required. The Superintendent will need to be notified by phone or email at least 1 business week before refilling each year.
- MWC also requests notification for the scheduled fire training occurrences to better understand this impact on our system and the need for continued notifications will be evaluated by the Superintendent.
- Additional plan approval, paperwork and fees associated with services for this project will require further coordination with MWC. Please allow 2-4 weeks before construction begins on waterworks materials to finalize all paperwork and fees.

Should a Customer Agreement for service not be executed within one year of the date of this letter, MWC reserves the right to reevaluate its ability to serve this project.

All work must be completed in accordance with Maine Water Company material and installation specifications. All appropriate paperwork must be completed and the deposit paid prior to the start of construction. Please forward all design plan revisions as the project develops to prevent construction delays.

Water service will be provided in accordance with our standard terms and conditions as well as Maine Public Utilities Commission rules. If you have any additional questions, please do not hesitate to contact our office at 1-800-287-1643 or by email at [Marcus.Knipp@mainewater.com](mailto:Marcus.Knipp@mainewater.com). We look forward to working with you throughout design and construction.

Sincerely,  
The Maine Water Company

Marcus Knipp, E.I.T.  
Engineer

## SECTION 27

### ENERGY SUPPLY SERVICES

The proposed Maine Maritime Academy facilities will utilize existing power supply lines. The proposed power services for the pool, fire stack and METEL buildings will be supplied from the existing EDC primary structure and will be installed underground.

Given this information, it can be concluded that **the safety and sufficiency of energy supply services are adequately protected from any relevant detrimental effects of the land use.**

## SECTION 28

### PUBLIC SAFETY SERVICES

#### **Access**

The Maine Maritime Academy facilities will maintain the current vehicular and pedestrian access points along and across Route 15 as the previous use. Pedestrian traffic from Route 15 is expected to be minimal, as onsite parking will be available to employees and students.

#### **Emergency Access**

Emergency personnel will have 24/7 access to the proposed facilities. Furthermore, pavement around the Fire Stack building was designed to allow fire trucks to maneuver around the entire building perimeter.

#### **Public Safety Design**

Maine Maritime Academy will design and construct the proposed buildings to code to ensure proper access and egress for all employees and visitors. A fire hydrant is proposed just north of the Fire Stack Building will be tied to the Maine Water Company water main system. Furthermore, sidewalks will be installed along each parking lot and around the pool and METEL buildings to promote safe pedestrian wayfinding. These walkways have been designed to meet and exceed ADA standards.

Given this information it can be concluded that **public safety services are adequately protected from any relevant detrimental effects of the land use.**

## SECTION 29

### PUBLIC WASTEWATER

All wastewater will be collected and piped to the existing sewer pipe connections on the site. The sewer pipes lead to a Bucksport Sanitary Department (operated by Maine Water Company) pump station located between the site and Route 15. MMA wastewater contributions to the public sewer system are anticipated to be comprised of the following:

1. Domestic wastewater from domestic use by students/trainees/faculty,
2. Water used for training exercises within the Fire Stack area of the Campus, and
3. Periodic pool water from the training pool.

It is assumed that wastewater volumes will be within 20 percent of the demand for water supply. See **Section 26 – Drinking Water** for more information.

Included is a letter from the Bucksport Wastewater Treatment Facility stating its capacity to accept the referenced Campus wastewater.

Given this information, it can also be concluded that **public wastewater facilities are adequately protected from any relevant detrimental effects of the land use.**



**TOWN OF BUCKSPORT**  
**— MAINE —**

INCORPORATED JUNE 25, 1792

**Bucksport Wastewater Treatment Facility**  
**P. O. Box X**  
**285 U S Route #1**  
**Bucksport, Maine 04416**  
**Phone (207)469-6288**  
**Fax (207)469-6289**

CES INC  
ATTN: Justin Drake, E.I.  
465 S Main St  
PO Box 639  
Brewer, Maine 04412

Re: Ability to Serve Determination – Maine Maritime Academy | Center for Professional Mariner  
Development, Bucksport, Maine

Dear Mr. Drake,

The Town of Bucksport Wastewater has received your request for a Wastewater Ability to Serve Determination on behalf of your client, Maine Maritime Academy (MMA), for the Center for Professional Mariner Development at the Main Street Mill site in Bucksport Maine. The request indicates a proposed regular domestic discharge of 2,940 gallons per day (gpd). The request also indicates a discharge of approximately 750,000 gallons annually for fire training and 500,000 gallons as a single event annually for the draining of a pool. Wastewater treatment is available for your project and does have sufficient capacity. Additional infrastructure improvements may be required at the expense of the developer to meet the overall needs of this project.

Conditions of Service

- Annual coordination with wastewater staff to drain the swimming pool will be required. This may need take several days to not upset our process. The Superintendent will need to be notified by phone or email at least 1 business week before draining each year.
- The Wastewater also requests notification for the scheduled fire training occurrences to better understand this impact on our system and the need for continued notifications will be evaluated by the Superintendent. At no time will any foams used in firefighting purposes be permitted to be discharged to the wastewater.
- All discharges from the Fire Training and Pool Draining entering the sewer system will need to be metered for billing purposes. The Domestic discharge will be billed from the Water meter usage.

All work must be completed in accordance with The Town Chapter 2 Sewers and Drains. Please forward for review all design plan revisions as the project develops to prevent construction delays.

If you have any additional questions, please do not hesitate to contact me at 207-974-6970 or by email at dmichaud@mainewater.com. We look forward to working with you throughout design and construction.

Sincerely,

David Michaud  
Superintendent,  
Bucksport Wastewater

## SECTION 30

### SOLID WASTES

#### **Municipal Solid Waste**

Based on research done for educational facilities, we estimate a total generation of approximately 82 lbs/day of municipal solid waste (MSW) from a daily average of 10 employees and 20 students/trainees at the Campus. This results in an estimated annual production (365 days) of 15 tons of MSW. Please refer to the enclosed letter from Pine Tree Waste Services indicating available capacity to accept the anticipated solid waste.

#### **Site Clearing and Grubbing**

The MMA Campus is proposed on an already developed site. We do not anticipate any mature tree removal or stump removal during the construction of the Campus.

#### **Construction and Demolition Debris**

The majority of above-ground structures associated with the old mill have been demolished and removed from the site under the existing Site Location of Development Act permit by the previous landowner. Maine Maritime Academy (MMA) will be responsible for the demolition and removal of any underground foundations and utilities that may interfere with the construction of the Campus.

Concrete materials will be processed on-site and reused in the construction process. Metals will be separated and recycled appropriately. Anything not deemed usable for re-use on the site or recycled, including wastes identified as a "special waste" will be collected and properly disposed of at the Juniper Ridge Landfill in Old Town or another facility licensed to accept it. Given the industrial uses historically conducted on this site, the discovery of contaminated soils and other special waste is possible. Please see **Section 8: Surface Waters** for more information.

The construction of the Campus's buildings is not expected to generate a significant amount of construction debris as the buildings will be prefabricated concrete and metal structures and most of the equipment for the facility will be pre-manufactured off-site and assembled on-site. Construction debris will be accepted by Pine Tree Waste Services for disposal at Juniper Ridge Landfill or another facility licensed to accept it.

#### **Operational Waste**

The solid waste that is anticipated to be generated by the Campus will be a combination of:

1. MSW produced by the students/trainees/faculty using and maintaining the Campus, and;
2. Limited debris from Class A fire training exercises.

MSW will be collected in a dumpster(s) and regularly picked up by a solid waste contractor. Partially burned wood and hay will be disposed of in fire-proof containers and arranged for pickup by the solid waste contractor, per training session.

A table of expected types and volumes of waste to be generated at full build-out is included below. We have also included a commitment letter from Pine Tree Waste for review.

**Expected Solid Waste Generation:**

<b>Type</b>	<b>Quantity</b>
◆ MSW:	15 tons per year
◆ Site Clearing:	N/A
◆ Construction & Demolition Debris:	19 Tons (total)
◆ Special Waste:	TBD
◆ Operational Waste:	
• Partially burned wood and hay	100, 55-Gallon Drums per year

Given this information, it can be concluded that **any detrimental effects to the proper management of solid wastes is adequately mitigated.**

March 25, 2020

CES, Inc  
465 South Main St  
Brewer ME 04412  
Attn: Justine Drake

Re: Capabilities Statement – MMA Center for Professional Development

Dear Ms. Drake,

This letter is to confirm that Pine Tree Waste Services located in Hermon, ME has the capabilities to pick up, truck, and dispose of all volumes of Construction and Demolition Debris generated by the proposed construction at the MMA Center for Professional Development facility located in Bucksport, ME (estimated 19 Tons). These materials can be disposed of at the Juniper Ridge Secured Landfill Facility located in West Old Town, ME.

Pine Tree Waste Services can transport all anticipated volumes of non-hazardous MSW (Municipal Solid Waste) to the Penobscot Energy Recovery Corporation facility located in Orrington, ME. (Estimated 15 Tons Annually) We are prepared to handle all amounts of recycled products that may be generated from this development, as well Universal Waste and Land Clearing Debris. We can also handled all volumes of burnt wood and hay that this facility will generate. (Estimated (100)55 Gallon Drums annually)

This letter is not a quote for services. Rather it is a statement of capabilities. The sole purpose of this letter is to communicate the willingness and capabilities that Pine Tree Waste Services has towards providing these services as requested.

Please feel free to contact me with any future requests. I can be reached at (207) 310-0509.

Sincerely,



Adam Graham  
Accounts Manager  
Pine Tree Waste Services

## SECTION 31

### TRAFFIC, STREETS & SIDEWALKS

The Maine Maritime Facility is expected to support a maximum of 30 personnel per day, at full build-out, which will include both students and staff. Therefore, it is not expected that the operation will generate 30 or more vehicle trips in any one hour.

The Maine Maritime Facility will be much less than the previous Mill use, and thus overall traffic will be down. It is reported in the Bucksport Comprehensive Plan that the Mill employed over 700 people at one time, with numbers reducing to over 400 in more recent times. The entrance intersections are not changing and the number of people accessing the site on a daily basis is well below the historic use of the existing streets and sidewalks in the area.

Vehicular and pedestrian use of the site is further discussed in **Section 28 – Public Safety Services**.

Given this information, it can be concluded that **the safety and sufficiency of streets and sidewalks are adequately mitigated from any relevant detrimental effects of the land use.**

**APPENDIX A**

**SEWER SERVICE APPLICATION**

# TOWN OF BUCKSPORT SEWER PERMIT APPLICATION

FOR OFFICE USE ONLY
DATE RECEIVED: _____
FEE REQUIRED: _____
PAID ON: _____

CHECK TYPE OF PERMIT:

- NEW SEWER CONNECTION  
 SEWER REPAIR OR REPLACEMENT

OWNER'S NAME Maine Maritime Academy  
MAIL ADDRESS 1 Pleasant Street  
Castine, Maine 04420

HOME PHONE \_\_\_\_\_ WORK PHONE 207-989-4824 (CES, Inc)  
Agent: CES, Inc. Attn. Jon Whitten, One Merchants Plaza, Suite 701, Bangor, Maine 04401  
LOT LOCATION Tax Map 1, Lot 4

STREET ADDRESS

TYPE OF USE: Institutional (Education)

- SINGLE FAMILY       DUPLEX       MULTI-FAMILY: NUMBER OF UNITS \_\_\_\_\_  
 COMMERCIAL

ESTIMATED WASTEWATER OUTPUT (COMMERCIAL USE) 2,940 gpd + 750,000 gallons annual for fire training + 500,000 gallons annually for pool re-filling

**IF A NEW BUILDING SEWER IS PROPOSED, PLEASE INDICATE THE FOLLOWING:**

PIPE MATERIAL PVC PIPE DIAMETER 4-inch & 6-inch

- SEWER WILL ENTER:  THROUGH THE BASEMENT FLOOR       THROUGH THE BASEMENT WALL  
 THROUGH A CRAWLSPACE       THROUGH A SLAB ON GRADE

**IF REPAIRS OR IMPROVEMENTS ARE PROPOSED, PLEASE INDICATE THE FOLLOWING: N/A**

TYPE OF EXISTING BUILDING SEWER \_\_\_\_\_ PIPE DIAMETER \_\_\_\_\_

EXISTING BUILDING SEWER WILL BE REPLACED WITH PVC PIPE       YES  NO

- EXISTING SEWER ENTERS:  THROUGH THE BASEMENT FLOOR       THROUGH THE BASEMENT WALL  
 THROUGH A CRAWLSPACE       THROUGH A SLAB ON GRADE

**PLEASE INCLUDE A SITE PLAN ON THE BACK OF THIS APPLICATION OR ON A SEPARATE SHEET.**

*AS PROPERTY OWNER OR OWNER'S AGENT, I CERTIFY THAT ALL THE INFORMATION CONTAINED WITHIN THIS APPLICATION INCLUDING ATTACHMENTS, IF ANY, IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND I AGREE TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE BUCKSPORT TOWN CODE.*

Richard Rosen VP Financial & Institutional Svc DATE September 21, 2020  
OWNER/AGENT SIGNATURE

SEWER PERMITS ARE ISSUED BY THE SUPERINTENDENT OF THE SEWER DEPARTMENT. PLEASE RETURN THIS APPLICATION WITH A FEE AS INDICATED BELOW TO: BUCKSPORT TOWN OFFICE, 50 MAIN STREET, P.O. DRAWER X, BUCKSPORT, ME 04416. TEL. 207-469-7368 FAX 207-469-7369

FEES: SINGLE RESIDENTIAL DWELLING- \$15.00  
EACH ADDITIONAL DWELLING UNIT- \$02.00  
COMMERCIAL- BASED ON SIZE AND TYPE OF COMMERCIAL USE

## **SITE PLAN**

PLEASE SHOW THE FOLLOWING INFORMATION:

THE LOCATION OF THE PROPOSED BUILDING SEWER CONNECTION TO THE PUBLIC SEWER.

THE LOCATION OF THE BUILDING TO BE CONNECTED.

THE STREET WHERE THE PUBLIC SEWER IS LOCATED.

THE LOCATION OF RIGHTS-OF-WAY & EASEMENTS THAT MAY BE APPLICABLE.

THE SETBACK OF THE PROPOSED BUILDING SEWER FROM PROPERTY LINES AND ANY STRUCTURES ON THE LOT.

Please see Appendix C - Civil Plan Set.

**APPENDIX B**

**ENTRANCE APPLICATION**

TOWN OF BUCKSPORT  
PUBLIC WORKS  
ENTRANCE PERMIT APPLICATION

FOR OFFICE USE ONLY
DATE RECEIVED _____
STREET NAME _____
FEE _____

CHECK TYPE OF PERMIT:

- Change of Use
- NEW ENTRANCE
- ENTRANCE IMPROVEMENTS
- ENTRANCE RELOCATION

NAME Maine Maritime Academy  
 MAIL ADDRESS 1 Pleasant Street  
Castine, Maine 04420

HOME PHONE \_\_\_\_\_ WORK PHONE 207-989-4824 (CES, Inc)  
 Agent: CES, Inc. Attn. Jon Whitten, One Merchants Plaza, Suite 701, Bangor, Maine 04401  
 LOCATION OF WORK: \_\_\_\_\_ TAX MAP 1 LOT 4

LOT STREET FRONTAGE 0' (accessed through easement)  
STREET ADDRESS

ENTRANCE DESCRIPTION: (Please check where applicable)

- TYPE OF ENTRANCE:       RESIDENTIAL       COMMERCIAL       TEMPORARY  
 OTHER (describe) Institutional / Education

NUMBER OF EXISTING ENTRANCES FOR THE LOT      1  
 NUMBER OF PROPOSED ENTRANCES      0  
 PROPOSED ENTRANCE WIDTH (at the street):      No Change  
 ESTIMATED SIGHT DISTANCE AT THE ENTRANCE      No Change

- ENTRANCE SLOPE:       TOWARD STREET       AWAY FROM STREET  
 SURFACE MATERIAL:       GRAVEL       STONE       CONCRETE       ASPHALT  
 CULVERT TYPE:       METAL       PLASTIC       NONE PROPOSED  
 TYPE OF EXISTING ROADSIDE DRAINAGE:  
 NONE       OPEN       CLOSED STORM DRAIN  
 WILL CURBING OR A SIDEWALK BE DISTURBED?       YES       NO  
 WILL A PUBLIC SHADE TREE BE REMOVED?       YES       NO

*Applications requiring the removal of any public shade tree in the Compact Area must be approved by the Conservation Commission prior to the issuance of a permit.*

PROPOSED START DATE TBD      PROPOSED COMPLETION DATE TBD

CONTRACTOR RESPONSIBLE FOR WORK:

NAME Not yet determined.  
 ADDRESS \_\_\_\_\_  
 PHONE \_\_\_\_\_

**PLEASE INCLUDE A SITE PLAN ON THE BACK OF THIS APPLICATION OR ON A SEPARATE SHEET.**

*AS PROPERTY OWNER OR OWNER'S AGENT, I CERTIFY THAT ALL THE INFORMATION CONTAINED WITHIN THIS APPLICATION, INCLUDING ATTACHMENTS, IF ANY, IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE, AND I AGREE TO COMPLY WITH ALL APPLICABLE REQUIREMENTS OF THE BUCKSPORT TOWN CODE.*

Richard Rosen VP Financial & Institutional Scv      DATE September 21, 2020  
 OWNER/AGENT SIGNATURE

## **SITE PLAN**

PLEASE SHOW THE FOLLOWING INFORMATION:

THE LOCATION OF THE PROPOSED ENTRANCE ON THE PUBLIC STREET, INCLUDING AN EASILY IDENTIFIED REFERENCE POINT (I.E. UTILITY POLE NUMBER) TO ASSIST THE PUBLIC WORKS DIRECTOR IN LOCATING THE SITE FOR INSPECTION.  
THE DISTANCE BETWEEN THE NEAREST ENTRANCE.

THE DISTANCE BETWEEN A PROPOSED ENTRANCE AND WETLANDS OR WATERBODIES (IF LOCATED IN A SHORELAND ZONE)

THE LOCATION OF PIPES, CULVERTS, CATCH BASINS, MANHOLES AND CURBING.

THE LOCATION OF RIGHTS-OF-WAY & EASEMENTS THAT MAY BE APPLICABLE.

Please see Appendix C - Civil Plan Set.

ENTRANCE PERMITS ARE ISSUED BY THE PUBLIC WORKS DIRECTOR. PLEASE RETURN THIS APPLICATION WITH A \$20.00 APPLICATION FEE TO: BUCKSPORT TOWN OFFICE, 50 MAIN STREET, P.O. DRAWER X, BUCKSPORT, ME 04416.

TEL. 207-469-7368

FAX 207-469-7369

## APPENDIX C

### CIVIL PLAN SET

*C100 Property Line & Easement Exhibit Plan*

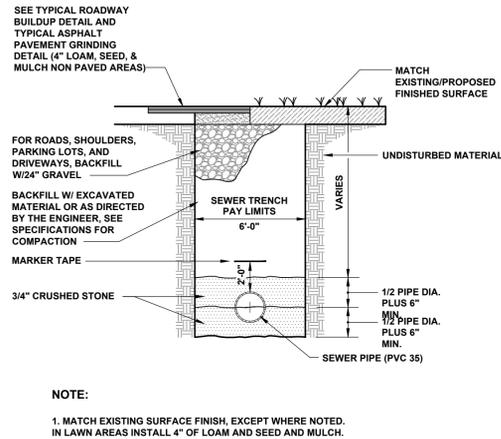
*C101 Existing Conditions Plan*

*C102 Amended Site Plan*

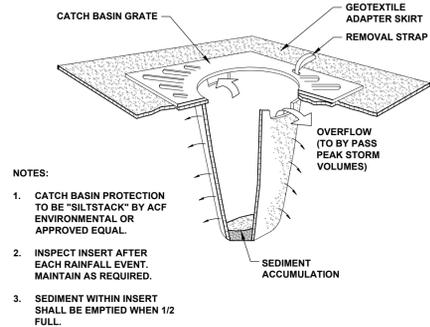
*C501 Site Details*

*C502 Site Details*

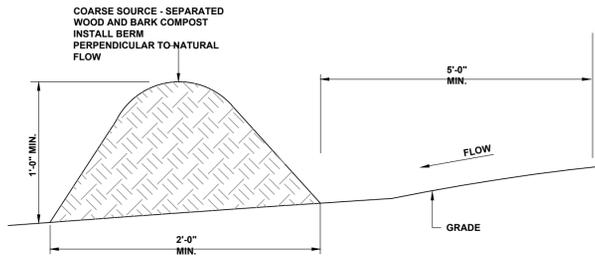




**TYPICAL SEWER TRENCH DETAIL**  
N.T.S.



**SEDIMENT SACK INLET PROTECTION DETAIL**  
N.T.S. (MAY BE USED AS AN ALTERNATE TO HAY BALES)

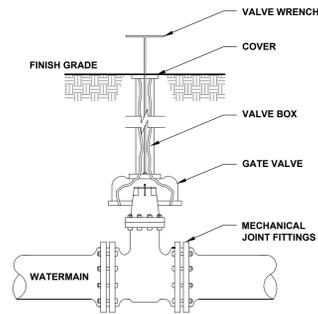


**EROSION CONTROL MIX BERM DETAIL**  
N.T.S. (MAY BE USED AS AN ALTERNATE TO SILT FENCE)

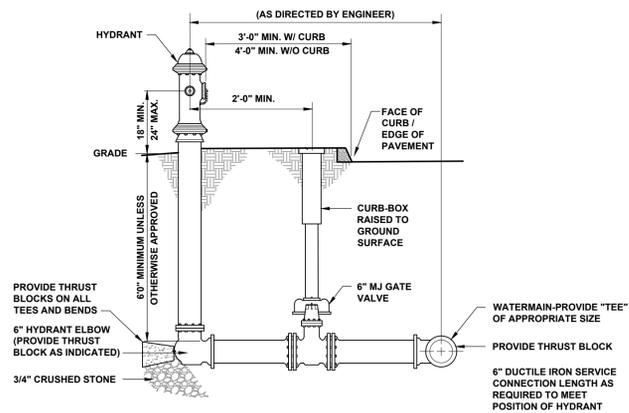
**GENERAL EROSION CONTROL NOTES**

- CONTRACTOR TO REFER TO THE EROSION AND SEDIMENTATION CONTROL PLAN CONTAINED WITHIN THE SITE'S SLODA PERMIT AND COMPLY WITH ANY AND ALL REQUIREMENTS AND CONDITIONS OF APPROVAL RELATED TO THAT PERMIT.
- ALL SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE MAINE EROSION AND SEDIMENTATION CONTROL BEST MANAGEMENT PRACTICES (BMPs), PUBLISHED BY THE BUREAU OF LAND AND WATER QUALITY, MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, LATEST EDITION.
- EROSION CONTROL MULCH BERMS WILL BE INSPECTED, REPLACED AND/OR REPAIRED IMMEDIATELY FOLLOWING ANY SIGNIFICANT RAINFALL OR SNOW MELT OR LOSS OF SERVICEABILITY DUE TO SEDIMENT ACCUMULATION. AT A MINIMUM, ALL EROSION CONTROL DEVICES WILL BE OBSERVED WEEKLY.
- DURING THE CONSTRUCTION PHASE, INTERCEPTED SEDIMENT WILL BE RETURNED TO CONSTRUCTION SITE.
- SEDIMENT CONTROL DEVICES SHALL REMAIN IN PLACE AND BE MAINTAINED BY THE CONTRACTOR UNTIL AREAS UPSLOPE ARE STABILIZED BY A SUITABLE GROWTH OF GRASS. ONCE A SUITABLE GROWTH OF GRASS HAS BEEN OBTAINED, ALL TEMPORARY EROSION CONTROL ITEMS SHALL BE REMOVED BY THE CONTRACTOR. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THEY ARE REMOVED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED, SEED, AND MULCHED IMMEDIATELY.
- ALL DISTURBED AREAS WILL BE SEED WITH 2.5 LBS. RED FESCUE AND 0.5 LBS. RYE GRASS PER 1,000 SQUARE FEET AND MULCHED AT A RATE OF 90 LBS. PER 1,000 SQUARE FEET OR EQUIVALENT APPLICATION OF SEED AND MULCH.
- A SUITABLE BINDER SUCH AS CURASOL OR TERRACK WILL BE USED ON THE HAY MULCH FOR WIND CONTROL.
- IF FINAL SEEDING OF DISTURBED AREAS IS NOT COMPLETED BY SEPTEMBER 15th OF THE YEAR OF CONSTRUCTION, THEN ON THAT DATE THESE AREAS WILL BE GRADED AND SEED WITH WATER RYE AT THE RATE OF 112 POUNDS PER ACRE OR 3 POUNDS PER 1000 SQUARE FEET. THE RYE SEEDING WILL BE PRECEDED BY AN APPLICATION OF 3 TONS OF LIME AND 800 LBS. OF 10-20-20 FERTILIZER OR ITS EQUIVALENT. MULCH WILL BE APPLIED AT A RATE OF 90 POUNDS PER 1000 SQUARE FEET.
- IF THE RYE SEEDING CANNOT BE COMPLETED BY OCTOBER 1st OR IF THE RYE DOES NOT MAKE ADEQUATE GROWTH BY DECEMBER 1st, THEN ON THOSE DATES, HAY MULCH WILL BE APPLIED AT 150 POUNDS PER 1000 SQUARE FEET.
- ALL CATCH BASINS THAT RECEIVE FLOW FROM THE PROJECT AREA ARE TO BE PROTECTED BY STRAW BALE OR SEDIMENT SACKS IN ACCORDANCE WITH SECTION B-3 STORM DRAIN INLET PROTECTION OF THE MAINE BMP HANDBOOK. SURROUNDING AREAS CAN BE EXCAVATED OR LEFT LOW AS A SEDIMENT TRAP. CURB INLETS SHALL BE PROTECTED BY GUTTERGATORS, OR APPROVED EQUIVALENT.
- INTERIOR EROSION CONTROL MULCH BERMS ALONG CONTOUR DIVIDING FLAT AND STEEP SLOPES. AREAS WITH DIFFERENT DISTURBANCE SCHEDULES, AROUND TEMPORARY STOCKPILES OR IN OTHER UNSPECIFIED POSSIBLE CIRCUMSTANCES SHOULD BE CONSIDERED BY THE CONTRACTOR. THE INTENT OF SUCH INTERIOR BERMS IS TO LIMIT SEDIMENT TRANSPORT WITHIN THE SITE TO MINIMIZE SEDIMENT REMOVAL AT OTHER EROSION CONTROL DEVICES AND EXTEND LIFE OF SUCH DEVICES.
- THE CONTRACTOR SHALL PROVIDE A SEDIMENT BASIN FOR ALL WATER PUMPED FROM EXCAVATIONS. BASIN SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE "MAINE EROSION AND SEDIMENT HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES". THE CONTRACTOR SHALL SUBMIT FOR REVIEW/APPROVAL PRIOR TO BEGINNING ANY PROJECT WORK. (SEE DEWATERING PLAN)
- MINIMUM EROSION CONTROL MEASURES WILL NEED TO BE IMPLEMENTED AND THE CONTRACTOR WILL BE RESPONSIBLE TO MAINTAIN ALL COMPONENTS OF THE EROSION CONTROL PLAN UNTIL THE SITE IS FULLY STABILIZED. HOWEVER, BASED ON SITE AND WEATHER CONDITIONS DURING CONSTRUCTION, ADDITIONAL EROSION CONTROL MEASURES MAY NEED TO BE IMPLEMENTED. ALL AREAS OF INSTABILITY AND EROSION MUST BE REPAIRED IMMEDIATELY DURING CONSTRUCTION AND NEED TO BE MAINTAINED UNTIL THE SITE IS FULLY STABILIZED OR VEGETATION IS ESTABLISHED. A CONSTRUCTION LOG MUST BE MAINTAINED FOR THE EROSION AND SEDIMENTATION CONTROL INSPECTIONS AND MAINTENANCE

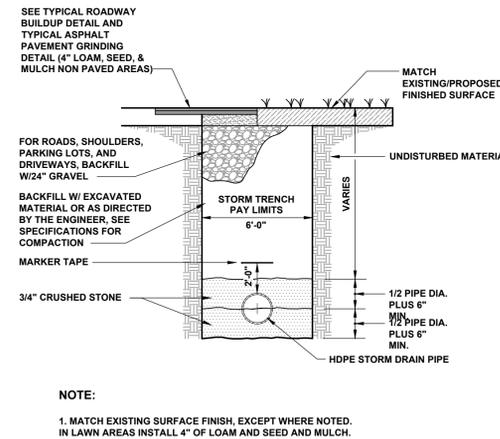
CONTRACTOR WILL BE RESPONSIBLE FOR FOLLOWING PROCEDURES FOUND IN THE "MAINE EROSION AND SEDIMENT CONTROL PRACTICES FIELD GUIDE FOR CONTRACTORS" (PUBLISHED MARCH 2015). THE PUBLICATION CAN BE FOUND AT: [HTTP://WWW.MAINE.GOV/DEPLAND/EROSION/ESCBMPS/INDEX.HTML](http://www.maine.gov/depland/erosion/escbmps/index.html)



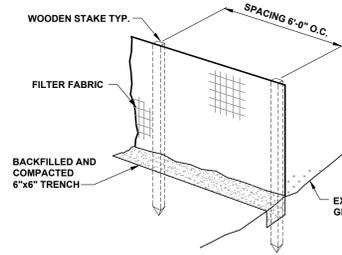
**TYPICAL GATE VALVE DETAIL**  
N.T.S.



**TYPICAL HYDRANT ASSEMBLY DETAIL**  
N.T.S.

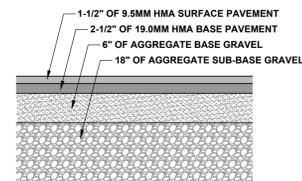


**TYPICAL STORM DRAIN TRENCH DETAIL**  
N.T.S.

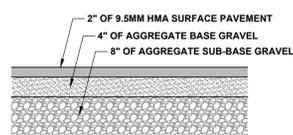


- NOTES:**
- KEY FABRIC IN A 6"x6" TRENCH W/BACKFILL AND COMPACT.
  - SILT FENCE SHALL BE A 3' FENCE WITH A MINIMUM GRAB STRENGTH OF 120 LBS.

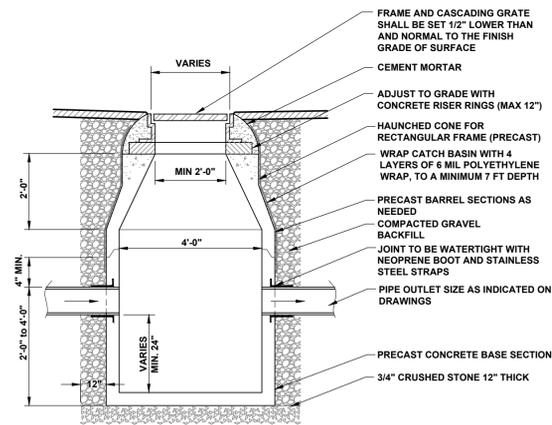
**SILT FENCE DETAIL**  
N.T.S.



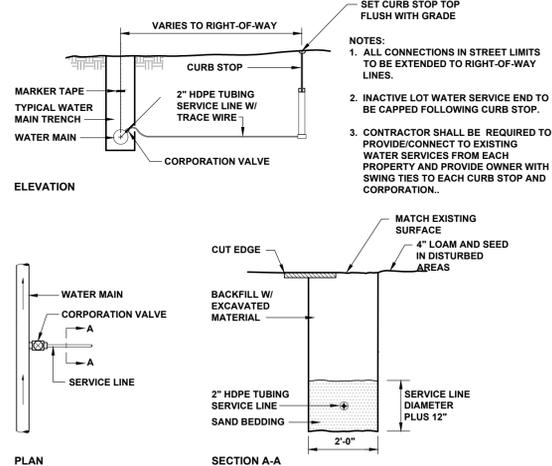
**TYPICAL PAVEMENT BUILDUP DETAIL**  
N.T.S.



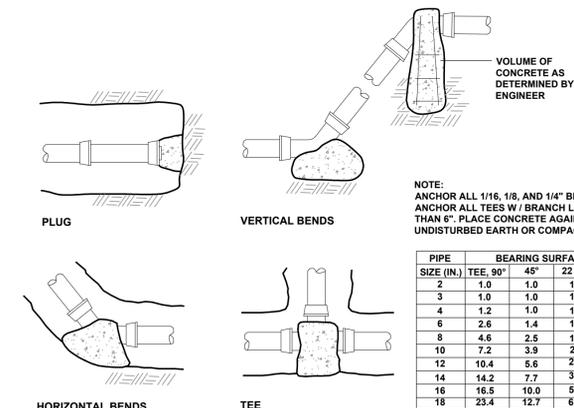
**TYPICAL ASPHALT SIDEWALK BUILDUP DETAIL**  
N.T.S.



**TYPICAL CATCH BASIN DETAIL**  
N.T.S.



**TYPICAL WATER SERVICE DETAIL**  
N.T.S.



**ANCHORAGE DETAILS**  
N.T.S.

**NOTE:**  
ANCHOR ALL 1/16, 1/8, AND 1/4" BENDS  
ANCHOR ALL TEES W/ BRANCH LARGER  
THAN 6". PLACE CONCRETE AGAINST  
UNDISTURBED EARTH OR COMPACTED FILL.

PIPE SIZE (IN.)	TEE, 90°	45°	22 1/2°	11 1/4°
2	1.0	1.0	1.0	1.0
3	1.0	1.0	1.0	1.0
4	1.2	1.0	1.0	1.0
6	2.6	1.4	1.0	1.0
8	4.6	2.5	1.4	1.0
10	7.2	3.9	2.0	1.0
12	10.4	5.6	2.8	1.5
14	14.2	7.7	3.9	2.0
16	16.5	10.0	5.0	2.5
18	23.4	12.7	6.4	3.3

