

## Revised Development Review Application

for

Residuals Management International, LLC.

249 Merrow Road

Auburn, Maine

AEH No. 159-23



Prepared by:

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10 Common Street  
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Revised August 23, 2023  
159-23

City of Auburn  
Planning Board Members  
50 Court Street  
Auburn, ME 04210

RE: ***249 Merrow Road – Site Plan Review***

Dear Planning Board Members:

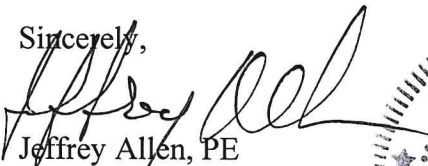
Attached are revised sections of a Site Plan Application and Exhibits on behalf of Residual Management International, LLC for a property they are leasing at 249 Merrow Road. A more complete description of the existing and proposed uses can be found in the Revised Project Description section which is attached.

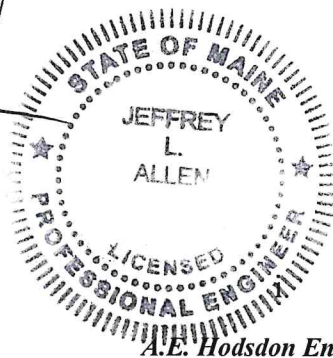
The property is in the Industrial District and the proposed use, as a recycling facility, is consistent with that zoning. In addition to this light manufacturing, the applicant proposes to use the existing farmhouse as housing for some of the workers at the facility. Typically, residential use is not permitted in the Industrial District, but we believe that this use is grandfathered because the house was built about 1948 according to tax records.

An Existing Conditions Plan, attached, shows the property. Existing buildings will all be reused and the only proposed change to the site is construction of a loading dock in the gravel area between the two buildings farthest from Merrow Road. This is enlarged and is included as Sheet C0.1 – Site Plan

The applicant would also like to request a waiver from a portion of the parking requirements ordinance. Specifically, Section 60-607-12§a-c, requires paved parking with painted spaces and curbing. Since no new parking is proposed, the applicant believes that the existing gravel surfaces are stable and adequate for his needs.

Sincerely,

  
Jeffrey Allen, PE  
AE Hodsdon Engineers



Attachments

*A.E. Hodsdon Engineers*

## PROJECT DESCRIPTION AND HISTORY

The applicant, Residual Management International, LLC, has leased 249 Merrow Road (Tax Map 186, Lot 12) to develop a recycling facility. The property has been used in the past as an automotive scrap or junk yard which are allowed as a Special Exception under Ordinance 60-578 (b). The proposed facility will process wooden pallets, cardboard, paper, and plastics. The applicant believes the proposed recycling facility will be a “similar use” to an automotive scrap yard or junkyard, as stated in Ordinance 60-578 (b) (29).

The existing home at the front of the property will be used as housing for some workers at the recycling facility.

### HISTORY

The site has a total of 9.52-acres and has been used previously as a recycling facility for automobile parts. It was then purchased and used as an unregistered marijuana growing facility. The property was seized by the U.S. Department of Justice in February of this year and recently sold to M & S Holdings, LLC of Lewiston. The applicant has a renewable commercial lease from M & S Holdings.

### EXISTING BUILDINGS

There are four building existing on the property. These will be discussed as Buildings A, B, C, and D, with each one further back from Merrow Road. The property tax card describes Building A, an older farmhouse, shown to the right, as a 3-bedroom, 1-bath home with 2,025 SF of finished floor area. It was built about 1948.



The next building, “B,” to the left, is a red, metal-sided structure. This corrugated steel building was built about 1987. It is divided into two sections by a concrete firewall. The half closest to the road was used as office space. To the rear is a maintenance area. It has an overall footprint of 40-ft x 100-ft (4,000 SF) of floor area and a total of 5,920 SF finished area, some on a second floor above the offices.



The third building “C,” is shown here. It was also built in 1987 and is a red, metal-sided building with 40-ft x 100-ft (4,000 SF) of floor area on a concrete slab floor. Tall garage doors on the end of the building allow larger trucks to access the building interior which is open.



Finally, Building “D,” which has no photo, is the farthest from the road. It was built in 2018 adjacent to Building C, and provides 7,600 SF of open warehousing space on a slab. This will be used to store materials and finished pallets that are ready to be shipped.

#### **PROPOSED USES**

The proposed use of the buildings will remain much the same as they are now. Building A, the farmhouse, is grandfathered for residential use in the Industrial District. It will be used as housing for workers at the recycling facility.

Building B will continue to be used as before, as a business office for the recycling operations. The rear will continue to be used for maintenance.

Building C will become the primary workshop for the recycling. Building D, which is currently unfinished and vacant, will be completed, and become a warehouse for storage of incoming materials or recycled material waiting to ship.

The only change to the site proposed with this application is construction of a truck loading dock and catch basin to drain the already impervious area. The dock will be at the eastern side of the opening between Buildings C and D and is shown in Sheet C0.1 – Site Plan. There is an existing drop in grade there that will be graded to create a proper loading area where materials may be received and shipped via box trucks or semi-trailers. The location is ideal because it is close to both the work area and primary storage area.



## LANDSCAPE PLANS

The applicant is not proposing to make any changes to the site other than the loading dock between buildings C & D. This loading dock will be located 105 feet from the nearest property boundary. The face of the loading dock will face to the east. In that direction the abutter is an automobile recycling facility full of stored cars. No landscaping is proposed so no plan is being prepared.

## STORMWATER

The total impervious area on the site is about 6.7 acres according to the City's GIS delineation. In the 1973 aerial photo from the City (below), the lot had about 1.4 acres of impervious area, so was not subject to the Site Location of Development Law at that time.

In the 1973 image, we see building A, the farmhouse, and the driveway coming from Merrow Road. The driveway continues to a large cleared area in front of the tree line about 475-ft from the side of Merrow Road. This is about 70-ft beyond where Building B now sits. The gravel road continued through the trees and opens to a clearing with storage of equipment/materials and a loop drive, roughly where buildings C and D exist now. Beyond, and to the west, were agricultural fields. The 1973 configuration has 1.4 acres of impervious area. This is less than the 3-acres that would trigger the need for a Site Location of Development Permit.



1973 Aerial Photo

Between 1973 and 2003 the site was converted from a farm to an automobile recycling facility and the back portion of the site was cleared and additional impervious area created.

When the Stormwater Law was enacted, and then revised, the lookback date was set as 2005. In a December 2003 aerial photo, we see the impervious area was very similar to what it is today, roughly 6.7 acres, so a Stormwater Permit or Site Location of Development would have likely been required if any changes were proposed on the site. Removing the area that was impervious in 1973 leaves about 5.3 acres of Maine DEP jurisdictional impervious area. The addition of impervious area now would require a DEP Stormwater permit.



Aerial photos document that from at least 2006 to 2015, this property was used as an automobile recycling storage area. The area to the rear contained several rows of cars like the lot to the lower right.

Following discontinuance of this use, the rear area was allowed to revegetated as can be seen on this image in a Google Maps image taken April 14, 2023 before most plants began to grow.

The loading area is now, and will remain, impervious. No new impervious area will be created.

Stormwater runoff from the proposed loading docks will represent a *de minimus* change in rate from the property. If anything, it may create a decrease in the rate of runoff because the proposed grades will be flatter than those onsite now.

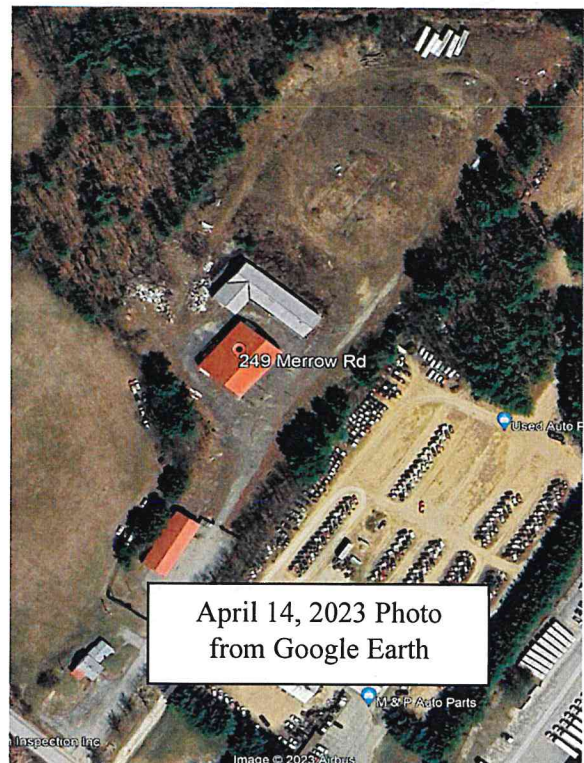
The applicant will disturb less than an acre of soil, so no Maine Construction General Permit is required.

#### LIGHTING

No changes to site lighting are proposed so no Lighting Plan is included in this application.

#### UTILITY PLAN

According to Greg Jalbert of the Auburn Water and Sewer District there are no public services to this property. Public water mains end about 200-ft from the property line and public sewer is further away. Potable water will be supplied by existing onsite wells. The demand for water and customers served are less than would require this to be regulated as a public water supply, so no changes are anticipated.





Wastewater from the site will be disposed of by existing septic systems.

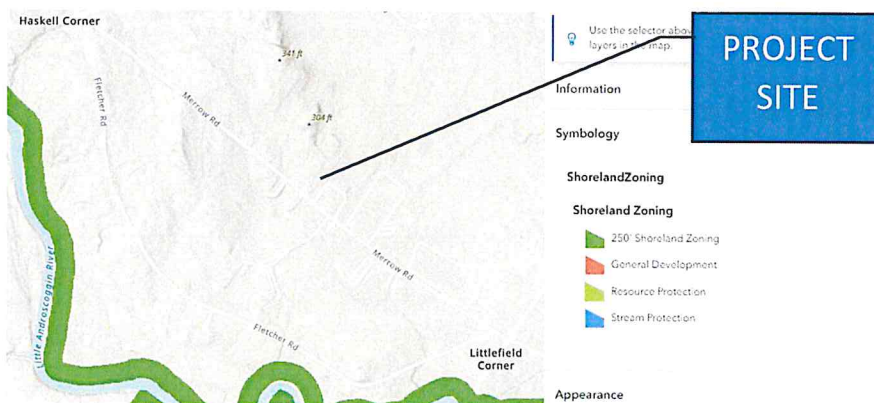
Electrical services are established to all buildings and will remain. No new services are proposed. Utility poles are shown on the Site Plan and can be seen in the photo below. Two services enter the property.



No Natural Gas is available on Merrow Road according to the City GIS mapping layer for Natural Gas.

## NATURAL RESOURCES

The project is not in the shoreland or flood zone. The Shoreland zoning map is shown here. The FEMA Flood Map is in Exhibit 6.



The project is in the Little Androscoggin River watershed about 6 miles upstream of its confluence with the Androscoggin River. The Little Androscoggin is not an Urban Impaired Stream and is not tributary to a lake, so no phosphorus concerns are present.



The City GIS system shows wetlands at the extreme northern edge of the property. No disturbance is proposed within 700-ft of this area. The only disturbance is the construction of a loading dock in an area near buildings C and D that has previously been disturbed/graded. Wetlands or streams are not a concern.

The necessity of state permits for stormwater, site location (Maine DEP), and access (Maine DOT) has been discussed earlier. No new permits are required.

#### **TECHNICAL AND FINANCIAL CAPACITY**

The proposed grading and construction of the loading dock is the only new construction proposed for the site. This is expected to cost less than \$10,000. The applicant will pay for this work with operating funds.

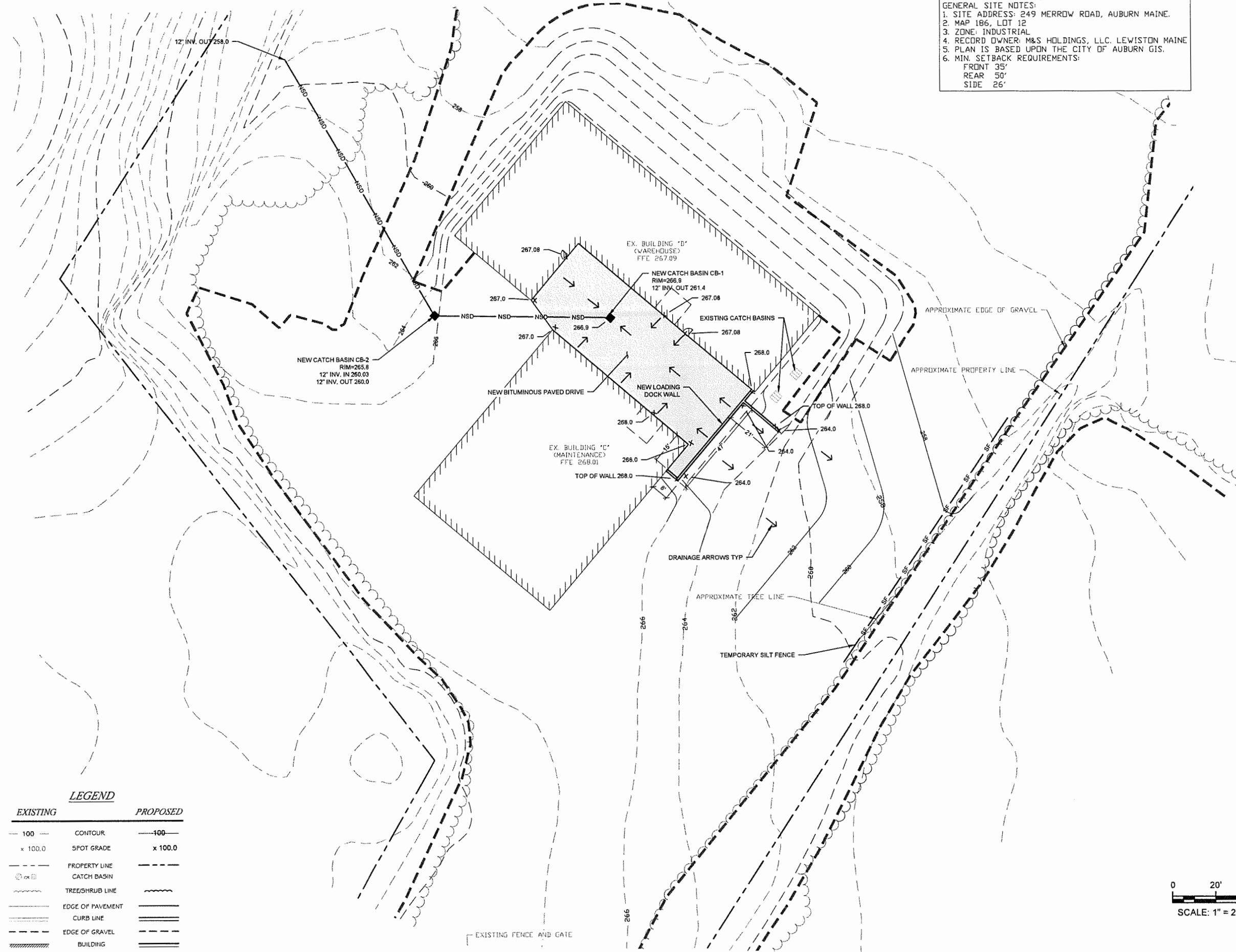
The applicant has retained A.E. Hodsdon Consulting Engineers of Waterville for permitting assistance and technical design of the project. Hodsdon has assisted with the development of numerous projects throughout the region. Resumes of key personnel are available on request.

#### **STATE SUBDIVISION LAW**

The project is not part of a subdivision and is not creating a subdivision. This section is not applicable.

#### **ADDITIONAL SUBDIVISION STANDARDS**

As above, this section is not applicable.



GENERAL SITE NOTES:

1. SITE ADDRESS: 249 MERROW ROAD, AUBURN MAINE.
2. MAP 186, LOT 12
3. ZONE: INDUSTRIAL
4. RECORD OWNER: M&S HOLDINGS, LLC. LEWISTON MAINE
5. PLAN IS BASED UPON THE CITY OF AUBURN GIS.
6. MIN. SETBACK REQUIREMENTS:
  - FRONT 35'
  - REAR 50'
  - SIDE 26'



<u>LEGEND</u>	
EXISTING	PROPOSED
100	100
x 100.0	x 100.0
---	---
PROPERTY LINE	---
CATCH BASIN	---
TREE/SHRUB LINE	---
EDGE OF PAVEMENT	---
CURB LINE	---
EDGE OF GRAVEL	---
BUILDING	---
SILT FENCE / FILTER BERM	SF

**AEH**odson  
CONSULTING ENGINEERS  
10 Common Street Waterville, Maine 04901  
(207) 873-5164  
(207) 872-0645

REV.	J/A	DATE	STATUS	SUBMIT TO CITY
3	J/LA	08-29-2023		SUBMIT TO CITY
2	J/LA	04-07-2023		SUBMIT TO CITY
1	J/LA	08-04-2023		STATUS REVIEW

THIS PERMITS FROM A HODGSON CONSULTING ENGINEER, ANY ALTERATIONS TO THE PERMIT SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO A.E. HODGSON CONSULTING ENGINEERS.



**SITE PLAN**  
OF:  
**RESIDUALS MGMT. INTERNATIONAL, LLC**  
240 MERROW ROAD  
LEWISTON, MAINE  
04040  
**M&S HOLDINGS, LLC**  
LEWISTON, MAINE

DRAWN	CHECKED
PLS	JLA
SCALE	DATE
AS NOTED	08-02-2023

**C0.1**  
PROJECT#: 159-23

1. CONTRACTOR SHALL FOLLOW AND INSTALL EROSION CONTROL MEASURES PER MAINE EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPs) MANUAL (DEPARTMENT OF ENVIRONMENTAL PROTECTION, LATEST EDITION).
2. SEDIMENT BARRIERS: PRIOR TO CONSTRUCTION, PROPERLY INSTALL SEDIMENT BARRIERS AT THE DOWN-GRADIENT EDGE OF ANY AREA TO BE DISTURBED AND ADJACENT TO ANY DRAINAGE CHANNELS WITHIN THE DISTURBED AREA.
3. WHENEVER PRACTICABLE, NO DISTURBANCE ACTIVITIES SHOULD TAKE PLACE WITHIN 50 FEET OF ANY PROTECTED NATURAL RESOURCE. IF DISTURBANCE ACTIVITIES TAKE PLACE BETWEEN 30 FEET AND 50 FEET OF ANY PROTECTED NATURAL RESOURCE, AND STORMWATER DISCHARGES THROUGH THE DISTURBED AREAS, IF TOWARD THE PROTECTED NATURAL RESOURCE, PERIMETER EROSION CONTROL MIX MUST BE DOUBLED. IF DISTURBANCE ACTIVITIES TAKE PLACE LESS THAN 30 FEET FROM ANY PROTECTED NATURAL RESOURCE, AND STORMWATER DISCHARGES THROUGH THE DISTURBED AREAS TOWARD THE PROTECTED NATURAL RESOURCE PERIMETER EROSION CONTROLS MUST BE DOUBLED AND DISTURBED AREAS MUST BE TEMPORARILY OR PERMANENTLY STABILIZED WITHIN 7 DAYS.
4. ALL DISTURBED AREAS SHALL BE STABILIZED OR PROVIDED WITH TEMPORARY EROSION CONTROL WITHIN 14-DAYS OF DISTURBANCE.
5. ALL DISTURBED AREAS WITHIN 15 FEET OF ANY WETLAND OR PROTECTED WATER COURSE SHALL BE STABILIZED OR PROVIDED WITH TEMPORARY EROSION CONTROL WITHIN 48-HOURS OF DISTURBANCE OR PRIOR TO A STORM EVENT.
6. ALL DISTURBED AREAS THAT DO NOT RECEIVE FINAL SEEDING BY SEPTEMBER 15TH SHALL RECEIVE A WINTER RYE SEEDING AT THE RATE OF 3 LBS. PER 1,000 SQ. FT. AND A HEAVY LAYER (4") OF HAY OR STRAW MULCH. ALL DISTURBED AREAS SHALL BE STABILIZED WITH 7-DAYS OF DISTURBANCE.
7. INSTALL SILT FENCE AND OTHER EROSION CONTROL MEASURES AS SHOWN ON THE DRAWINGS AND AT THE LIMIT OF CLEARING FOR ALL SITE WORK AND ABOVE ALL WATER COURSES TO PROTECT AGAINST EROSION AND SEDIMENTATION FROM CONSTRUCTION. INSTALL ALONG CONTOUR WITH GUIDELINES PROVIDED IN LATEST EDITION OF MDEP BMP MANUAL AND IN ACCORDANCE WITH DETAILS. MAINTAIN MEASURES UNTIL DISTURBED AREAS HAVE BEEN STABILIZED WITH VEGETATION OR PAVEMENT.
8. DISCHARGE OF ANY DE-WATERING ACTIVITIES SHALL BE DIRECTED TOWARDS A STABILIZED AREA. FLOW CONCENTRATION, EROSION AND VISIBLE DISCHARGES OFF SITE OR INTO SURFACE WATERS SHALL BE AVOIDED.
9. ROCK CHECK DAMS SHALL BE PLACED IN THE ROADSIDE DITCHES DURING CONSTRUCTION.
10. TEMPORARY DITCH TURNOUTS SHALL BE PLACED TO DIVERT AND SPREAD THE ROADSIDE DITCH RUNOFF INTO NATURAL WOODED AREAS DURING CONSTRUCTION. MAXIMUM DISTANCE BETWEEN THE TURNOUTS SHALL NOT BE MORE THAN 200 FT. THE TURNOUTS SHALL BE REMOVED AFTER THE ROADSIDE DITCHES ARE PERMANENTLY STABILIZED.
11. VEGETATED SOIL FILTER BASINS SHALL BE EXCAVATED AND USED AS TEMPORARY SEDIMENT BASINS ONCE THE SOIL IS DISTURBED IN THEIR DRAINAGE AREA.
12. TEMPORARY EROSION CONTROL SHALL INCLUDE EROSION CONTROL BLANKETS OR MULCH. APPLY HAY OR STRAW MULCH AT A RATE OF 2 SQUARE BALES PER 1,000 SQ. FT. TO FORM A CONTINUOUS COVER OVER BARE SOIL. MAINTAIN MULCH COVER BY WETTING OR PLACING NETTING OVER MULCH. THE AREAS MAY ALSO BE HYDROSEED.
13. PERMANENT STABILIZATION. IF THE AREA WILL NOT BE WORKED FOR MORE THAN ONE YEAR OR HAS BEEN BROUGHT TO FINAL GRADE, THEN PERMANENTLY STABILIZE THE AREA WITHIN 7 DAYS BY HYDROSEEDING OR PLANTING SEEDING, SEEDING, SOD, OR THROUGH THE USE OF PERMANENT MULCH, OR RIPRAP, OR ROAD SUB-BASE. IF USING CONCENTRATED RUNOFF FOR STABILIZATION, SELECT PROPER VEGETATION FOR THE LIGHT, MOISTURE, AND SOIL CONDITIONS; AMEND AREAS OF DISTURBED SUBSOILS WITH TOPSOIL, COMPOST, OR FERTILIZERS; PROTECT SEEDING AREAS WITH MULCH OR, IF NECESSARY, EROSION CONTROL BLANKETS AND SCHEDULE PLANTING AND SEEDING SO TO AVOID DIE-OFF FROM SUMMER DROUGHT AND FALL FROSTS. NEWLY SEEDING AREAS MUST BE PROTECTED FROM VEHICLE TRAFFIC, EXCESSIVE PEDESTRIAN TRAFFIC, AND CONCENTRATED RUNOFF UNTIL THE VEGETATION IS WELL-ESTABLISHED WITH 80% COVER BY HEALTHY VEGETATION. IF NECESSARY, AREAS MUST BE REWORKED OR RE-STABILIZED IF GERMINATION IS SPARSE, PLANT COVERAGE IS SPOTTY, OR TOPSOIL EROSION IS EVIDENT.
  - (A) SEEDING AREAS: FOR SEEDING AREAS, PERMANENT STABILIZATION MEANS A 90% COVER OF THE DISTURBED AREA WITH MATURE, HEALTHY PLANTS WITH NO EVIDENCE OF WASHING OR RILLING OF THE TOPSOIL.
  - (B) PERMANENT MULCH: FOR MULCHED AREAS, PERMANENT MULCHING MEANS TOTAL COVERAGE OF THE 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.
  - (C) RIPRAP: FOR AREAS STABILIZED WITH RIPRAP, PERMANENT STABILIZATION MEANS THAT SLOPES STABILIZED WITH RIPRAP HAVE AN APPROPRIATE BACKING OF A WELL-GRADED GRAVEL OR APPROVED GEOTEXTILE TO PREVENT SOIL MOVEMENT FROM BEHIND THE RIPRAP. STONE MUST BE SIZED APPROPRIATELY. IT IS RECOMMENDED THAT ANGULAR STONE BE USED.
  - (D) DITCHES, CHANNELS, AND SWALES: FOR OPEN CHANNELS, PERMANENT STABILIZATION MEANS THE CHANNEL IS STABILIZED WITH A 90% COVER OF HEALTHY VEGETATION, WITH A WELL-GRADED RIPRAP LINING, TURF REINFORCEMENT MAT, OR WITH ANOTHER NON-EROSIVE LINING SUCH AS CONCRETE OR ASPHALT PAVEMENT. THERE MUST BE NO EVIDENCE OF SLUMPING OF THE CHANNEL LINING, UNDERCUTTING OF THE CHANNEL BANKS, OR DOWN-CUTTING OF THE CHANNEL.
14. WINTER CONSTRUCTION IS CONSTRUCTION ACTIVITY PERFORMED DURING THE PERIOD FROM NOVEMBER 1 THROUGH APRIL 15. IF DISTURBED AREAS ARE NOT STABILIZED WITH PERMANENT MEASURES BY NOVEMBER 1 OR NEW SOIL DISTURBANCE OCCURS AFTER NOVEMBER 1, BUT BEFORE APRIL 15, THEN THESE AREAS MUST BE PROTECTED AND RUNOFF FROM THEM MUST BE CONTROLLED BY ADDITIONAL MEASURES AND RESTRICTIONS.
  - (A) SITE STABILIZATION: FOR WINTER STABILIZATION, HAY MULCH IS APPLIED AT TWICE THE STANDARD TEMPORARY STABILIZATION RATE. AT THE END OF EACH CONSTRUCTION PERIOD, AREAS THAT HAVE BEEN BROUGHT TO FINAL GRADE MUST BE STABILIZED. MULCH MAY NOT BE SPREAD ON TOP OF SNOW.
  - (B) SEDIMENT BARRIERS: ALL AREAS WITHIN 75 FEET OF A PROTECTED NATURAL RESOURCE MUST BE PROTECTED WITH A DOUBLE ROW OF SEDIMENT BARRIERS.
  - (C) DITCH: ALL VEGETATED DITCH LINES THAT HAVE NOT BEEN STABILIZED BY NOVEMBER 1, OR WILL BE WORKED DURING THE WINTER CONSTRUCTION PERIOD, MUST BE STABILIZED WITH AN APPROPRIATE STONE LINING BACKED BY AN APPROPRIATE GRAVEL BED OR GEOTEXTILE.
  - (D) SLOPES: MULCH NETTING MUST BE USED TO ANCHOR MULCH ON ALL SLOPES GREATER THAN 6% UNLESS EROSION CONTROL BLANKETS OR EROSION CONTROL MIX IS BEING USED.
15. ALL DISTURBED AREAS TO BE RE-VEGETATED SHALL RECEIVE 4" OF LOAM. THE LOAM SHALL BE SEED, MULCHED AT THE RATES SHOWN IN THE NOTES.
16. ALL EROSION CONTROL DEVICES SHALL REMAIN IN PLACE AND BE MAINTAINED UNTIL GRASS HAS BECOME 90% ESTABLISHED.
17. EROSION CONTROL BLANKET SHALL BE USED IN ALL DITCHES AND ON DISTURBED SLOPES IN EXCESS OF 15% GRADE.
18. ADDITIONAL EROSION CONTROL MAY BE REQUIRED BY THE MUNICIPALITY AND/OR THE MAINE DEP TO STOP SEDIMENT FROM LEAVING THE SITE. ANY ADDITIONAL EROSION CONTROL REQUIRED WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
19. INSPECT THESE AREAS AT LEAST ONCE A WEEK AS WELL AS BEFORE AND WITHIN 24 HOURS AFTER A STORM EVENT (RAINFALL), AND PRIOR TO COMPLETING PERMANENT STABILIZATION MEASURES. IF BEST MANAGEMENT PRACTICES (BMPs) NEED TO BE REPAIRED, THE REPAIR WORK SHOULD BE INITIATED UPON DISCOVERY OF THE PROBLEM BUT NO LATER THAN THE END OF THE NEXT WORKDAY. IF ADDITIONAL BMPs OR SIGNIFICANT REPAIR OF BMPs ARE NECESSARY, IMPLEMENTATION MUST BE COMPLETED WITHIN 7 CALENDAR DAYS AND PRIOR TO ANY STORM EVENT (RAINFALL). ALL MEASURES MUST BE MAINTAINED IN EFFECTIVE OPERATING CONDITION UNTIL AREAS ARE PERMANENTLY STABILIZED.
20. THE CONTRACTOR SHALL REPAIR AND RE-SEED ALL ERODED AREAS WITHIN 1-YEAR OF THE DATE OF SUBSTANTIAL COMPLETION OF THE WORK. REPAIR WORK SHALL BE COMPLETED WITHIN 14-DAYS OF NOTIFICATION.

1. WATERWAYS SHALL BE STABILIZED IN ACCORDANCE WITH THE APPROPRIATE STANDARD AND SPECIFICATION FOR VEGETATIVE MEASURES.
2. FILLS SHALL BE COMPACTED AS NEEDED TO PREVENT UNEQUAL SETTLEMENT THAT WOULD CAUSE DAMAGE IN THE COMPLETED WATERWAY.
3. ALL EARTH REMOVED AND NOT NEEDED IN CONSTRUCTION SHALL BE SPREAD OR DISPOSED OF SO THAT IT WILL NOT INTERFERE WITH THE PROJECT.
4. TEMPORARY STABILIZATION WITHIN 7 DAYS OF THE CESSATION OF CONSTRUCTION ACTIVITIES IN AN AREA THAT WILL NOT BE WORKED FOR MORE THAN 7 DAYS, STABILIZE ANY EXPOSED SOIL WITH MULCH, OR OTHER NON-ERODIBLE COVER. STABILIZE AREAS WITHIN 75 FEET OF A WETLAND OR WATERBODY WITHIN 48 HOURS OF THE INITIAL DISTURBANCE OF THE SOIL OR PRIOR TO ANY STORM EVENT, WHICHEVER COMES FIRST.\*
5. CONSTRUCTION OPERATIONS SHALL BE CARRIED OUT IN SUCH A MANNER THAT EROSION AND AIR AND WATER POLLUTION WILL BE MINIMIZED. STATE AND LOCAL LAWS WILL BE COMPLIED WITH.
6. STABILIZATION SHALL BE DONE ACCORDING TO THE APPROPRIATE STANDARD AND SPECIFICATIONS FOR VEGETATIVE PRACTICES.
7. THE APPLICANT WILL RETAIN THE SERVICES OF A PROFESSIONAL ENGINEER TO INSPECT THE CONSTRUCTION AND STABILIZATION OF THE UNDERDRAINED VEGETATED SOIL FILTERS, WETPOND, LEVEL SPREADERS, STORMWATER DETENTION AND STABILIZATION OF ROAD DITCHES, EXISTING IMPERVIOUS AREA ELIMINATION AND REVEGETATION, IF NECESSARY, THE INSPECTING ENGINEER WILL INTERPRET THE CONSTRUCTION PLANS FOR THE CONTRACTOR. ONCE ALL STORMWATER MANAGEMENT STRUCTURES ARE CONSTRUCTED AND STABILIZED, THE INSPECTING ENGINEER WILL NOTIFY THE DEPARTMENT IN WRITING WITHIN 30 DAYS TO STATE THAT THE STRUCTURES HAVE BEEN COMPLETED. ACCOMPANYING THE ENGINEER'S NOTIFICATION MUST BE A COPY OF THE TEST RESULTS AND A COPY SOIL FILL AGGREGATE, OR MULCH MATERIALS USED IN THE CONSTRUCTION OF THE STORMWATER MANAGEMENT STRUCTURES AND A LOG OF THE ENGINEER'S INSPECTIONS GIVING THE DATE OF EACH INSPECTION, THE TIME OF EACH INSPECTION, AND THE ITEMS INSPECTED ON EACH VISIT.

HAY MULCH	2 BALES/1000 SQ. FT.
GROUND LIMESTONE	138 LB./1000 SQ. FT.
FERTILIZER 10-20-20	18.4 LB./1000 SQ. FT.
SEED MIX	
CREeping RED FESCUE	0.46 LB./1000 SQ. FT.
RED TOP	0.05 LB./1000 SQ. FT.
TALL FESCUE	0.46 LB./1000 SQ. FT.

EMBANKMENT SEEDING MIXTURE		
SPECIES	VARIETIES	LB. PER ACRE
FLATPEA	LATHCO	10.0
PERENNIAL PEA	LANCER	2.0
CROWNVEITCH	PENNGIFT, CHEMUG	10.0
TALL FESCUE	KY-31, REBEL, KEN-HI	10.0

INSPECTION AND MAINTENANCE PLAN FOR STORMWATER MANAGEMENT STRUCTURES (BMPS)		
	INSPECTION SCHEDULE	CORRECTIVE ACTIONS
VEGETATED AREAS	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.
DITCHES, SWALES AND OPEN STORMWATER CHANNELS	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 DISLODGE.
CULVERTS	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.
ROADWAYS AND PARKING AREAS	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-TOPO CULVERTS. ENSURE THAT STORMWATER RUNOFF IS NOT IMPEDED BY FALSE DITCHES OF SEDIMENT IN THE SHOULDER.
FILTRATION AND INFILTRATION BASINS	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.

1. EXISTING UTILITIES: EXISTING UTILITIES HAVE BEEN IDENTIFIED FROM FIELD SURVEYS AND EXISTING RECORDS. THE ENGINEER AND OWNER MAKE NO GUARANTEE OF THE ACCURACY OF THE LOCATIONS AS SHOWN ON THE PLANS. IN ADDITION, UTILITIES THAT EXIST MAY NOT BE SHOWN ON THE PLANS. INDIVIDUAL WATER OR SEWER SERVICES ARE GENERALLY NOT SHOWN ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR THE INTEGRITY OF ALL EXISTING UTILITIES INCLUDING INDIVIDUAL SERVICES WHETHER OR NOT THEY ARE SHOWN CORRECTLY OR SHOWN AT ALL ON THE PLANS. CONTRACTOR IS RESPONSIBLE FOR FOLLOWING ALL DIG-SAFE PROCEDURES AND CONTACTING NON DIG-SAFE UTILITIES TO MARK THEIR UNDERGROUND UTILITIES BEFORE CONSTRUCTION BEGINS. REPAIR OF DAMAGED UTILITIES SHALL BE AT THE CONTRACTOR'S EXPENSE. NO DAMAGED UTILITIES SHALL BE BACKFILLED UNTIL THE OWNER'S REPRESENTATIVE INSPECTS AND APPROVES THE REPAIR.
2. TEMPORARY EROSION CONTROL SHALL BE INSTALLED BEFORE CONSTRUCTION BEGINS.
3. CONTRACTOR SHALL KEEP DAILY FIELD NOTES AND ACCURATE SWNG TIES TO ALL EXISTING AND NEW UTILITIES INCLUDING APPARENTLY ABANDONED UTILITIES. THIS INFORMATION SHALL BE FURNISHED TO THE OWNER/ENGINEER ON A WEEKLY BASIS AND PRIOR TO PROJECT COMPLETION.
4. THE CONTRACTOR SHALL FOLLOW OSHA SAFETY REQUIREMENTS AT ALL TIMES WHILE COMPLETING CONSTRUCTION WORK.
5. TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH MUTCD RECOMMENDATIONS, LATEST REVISION AND STATE AND LOCAL LAWS.
6. LOAM MUST BE ROLLED AND OF UNIFORM GRADE BEFORE SEEDING AND MULCHING.

1. **SPILL PREVENTION. CONTROLS MUST BE USED TO PREVENT POLLUTANTS FROM CONSTRUCTION MATERIALS STORED ON SITE TO ENTER STORMWATER, WHICH INCLUDES STORAGE PRACTICES TO MINIMIZE EXPOSURE OF THE MATERIALS TO STORMWATER. THE SITE CONTRACTOR OR OPERATOR MUST DEVELOP, AND IMPLEMENT AS NECESSARY, APPROPRIATE SPILL PREVENTION, CONTAINMENT, AND RESPONSE PLANNING MEASURES.**  
  
ANY SPILL OR RELEASE OF TOXIC OR HAZARDOUS SUBSTANCES MUST BE REPORTED TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP), FOR OIL SPILLS, CALL 1-800-482-0777 WHICH IS AVAILABLE 24 HOURS A DAY. FOR SPILLS OF TOXIC OR HAZARDOUS MATERIAL, CALL 1-800-452-4664 WHICH IS AVAILABLE 24 HOURS A DAY. FOR MORE INFORMATION, VISIT THE DEP'S WEBSITE AT : [HTTP://WWW.MAINE.GOV/DEP/SPILLS/EMERGSPILLRESP/](http://www.maine.gov/dep/spills/emer/spillresp/)
2. **GROUNDWATER PROTECTION. DURING CONSTRUCTION, LIQUID PETROLEUM PRODUCTS AND OTHER HAZARDOUS MATERIALS WITH THE POTENTIAL TO CONTAMINATE GROUNDWATER MAY NOT BE STORED OR HANDLED IN AREAS OF THE SITE DRAINING TO AN INFILTRATION AREA. AN "INFILTRATION AREA" IS ANY AREA OF THE SITE THAT BY DESIGN OR AS A RESULT OF SOILS, TOPOGRAPHY AND OTHER RELEVANT FACTORS ACCUMULATES RUNOFF THAT INFILTRATES INTO THE SOIL, DIKES, BERMS, SUMPS, AND OTHER FORMS OF SECONDARY CONTAINMENT THAT PREVENT DISCHARGE TO GROUNDWATER MAY BE USED TO ISOLATE PORTIONS OF THE SITE FOR THE PURPOSES OF STORAGE AND HANDLING OF THESE MATERIALS. ANY PROJECT PROPOSING INFILTRATION OF STORMWATER MUST PROVIDE ADEQUATE PRE-TREATMENT OF STORMWATER PRIOR TO DISCHARGE OF STORMWATER TO THE INFILTRATION AREA, OR PROVIDE FOR TREATMENT WITHIN THE INFILTRATION AREA, IN ORDER TO PREVENT THE ACCUMULATION OF FINES, REDUCTION IN INFILTRATION RATE, AND CONSEQUENT FLOODING AND DESTABILIZATION.**
3. **FUGITIVE SEDIMENT AND DUST. ACTIONS MUST BE TAKEN TO ENSURE THAT ACTIVITIES DO NOT RESULT IN NOTICEABLE EROSION OF SOILS OR FUGITIVE DUST EMISSIONS DURING OR AFTER CONSTRUCTION. OIL MAY NOT BE USED FOR DUST CONTROL, BUT OTHER WATER ADDITIVES MAY BE CONSIDERED AS NEEDED. A STABILIZED CONSTRUCTION ENTRANCE (SCE) SHOULD BE INCLUDED TO MINIMIZE TRACKING OF MUD AND SEDIMENT. IF OFF-SITE TRACKING OCCURS, PUBLIC ROADS SHOULD BE SWEEPED IMMEDIATELY AND NO LESS THAN ONCE A WEEK AND PRIOR TO SIGNIFICANT STORM EVENTS. OPERATIONS DURING DRY MONTHS, THAT EXPERIENCE FUGITIVE DUST PROBLEMS, SHOULD WET DOWN UNPAVED ACCESS ROADS ONCE A WEEK OR MORE FREQUENTLY AS NEEDED WITH A WATER ADDITIVE TO SUPPRESS FUGITIVE SEDIMENT AND DUST.**
4. **DEBRIS AND OTHER MATERIALS. MINIMIZE THE EXPOSURE OF CONSTRUCTION DEBRIS, BUILDING AND LANDSCAPING MATERIALS, TRASH, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, SANITARY WASTE AND OTHER MATERIALS TO PRECIPITATION AND STORMWATER RUNOFF.**
5. **EXCAVATION DE-WATERING. EXCAVATION DE-WATERING IS THE REMOVAL OF WATER FROM TRENCHES, FOUNDATIONS, PONDS, AND OTHER AREAS WITHIN THE CONSTRUCTION AREA THAT RETAIN WATER AFTER EXCAVATION. THE COLLECTED WATER REMOVED FROM THE PONDED AREA, MUST BE SPREAD THROUGH NATURAL WOODED BUFFERS OR REMOVED TO AREAS THAT ARE SPECIFICALLY DESIGNED TO COLLECT THE MAXIMUM AMOUNT OF SEDIMENT POSSIBLE, LIKE A SEDIMENTATION BASIN. AVOID ALLOWING THE WATER TO FLOW OVER DISTURBED AREAS OF THE SITE.**
6. **AUTHORIZED NON-STORMWATER DISCHARGES. IDENTIFY AND PREVENT CONTAMINATION BY NON-STORMWATER DISCHARGES, WHERE ALLOWED NON-STORMWATER DISCHARGES EXIST, THEY MUST BE IDENTIFIED AND STEPS SHOULD BE TAKEN TO ENSURE THE IMPLEMENTATION OF APPROPRIATE POLLUTION PREVENTION MEASURES FOR THE NON-STORMWATER COMPONENT(S) OF THE DISCHARGE. AUTHORIZED NON-STORMWATER DISCHARGES ARE:**
  - (A) DISCHARGES FROM FIREFIGHTING ACTIVITY;
  - (B) FIRE HYDRANT FLUSHINGS;
  - (C) VEHICLE WASHWATER IF DETERGENTS ARE NOT USED AND WASHING IS LIMITED TO THE EXTERIOR OF VEHICLES;
  - (D) DUST CONTROL RUNOFF;
  - (E) ROUTINE EXTERNAL BUILDING WASHDOWN, NOT INCLUDING SURFACE PAINT REMOVAL, THAT DOES NOT INVOLVE DETERGENTS;
  - (F) PAVEMENT WASHWATER (WHERE SPILLS/LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE NOT OCCURRED, UNLESS ALL SPILLED MATERIAL HAD BEEN REMOVED) IF DETERGENTS ARE NOT USED;
  - (G) UNCONTAMINATED AIR CONDITIONING OR COMPRESSOR CONDENSATE;
  - (H) UNCONTAMINATED GROUNDWATER OR SPRING WATER;
  - (I) FOUNDATION OR FOOTER DRAIN-WATER WHERE FLOWS ARE NOT CONTAMINATED;
  - (J) UNCONTAMINATED EXCAVATION DEWATERING; AND
  - (K) POTABLE WATER SOURCES INCLUDING WATERLINE FLUSHINGS.
7. **UNAUTHORIZED NON-STORMWATER DISCHARGES. THE CONTRACTOR MAY NOT ALLOW DISCHARGES OF THE FOLLOWING:**
  - (A) WASTEWATER FROM THE WASHOUT OR CLEANOUT OF CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS OR OTHER CONSTRUCTION MATERIALS;
  - (B) FUELS, OILS OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE;
  - (C) SOAPS, SOLVENTS, OR DETERGENTS USED IN VEHICLE AND EQUIPMENT WASHING; AND
  - (D) TOXIC OR HAZARDOUS SUBSTANCES FROM A SPILL OR OTHER RELEASE.

**EROSION CONTROL & GENERAL NOTES PLAN**

OF: **RESIDUALS MGMT. INTERNATIONAL, LLC**

120 BERNARD ROAD  
AUBURN, MAINE

FOR: **M&S HOLDINGS, LLC**

LEWISTON, MAINE

**AEH odsdon**  
CONSULTING ENGINEERS

10 Common Street Waterville, Maine 04901

(207) 875-5164  
(207) 877-0645

DRAWN	PLS	CHECKED	JLA
SCALE	DATE		
AS NOTED	05-02-2023		

**C0.2**

PROJECT#: 159-23

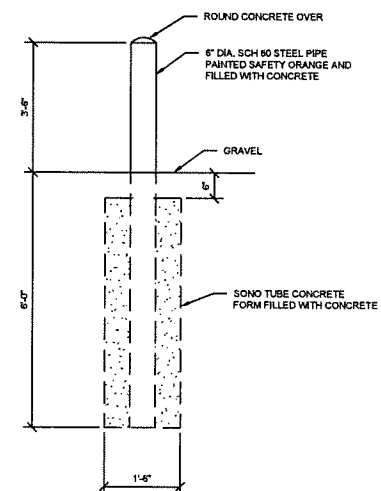
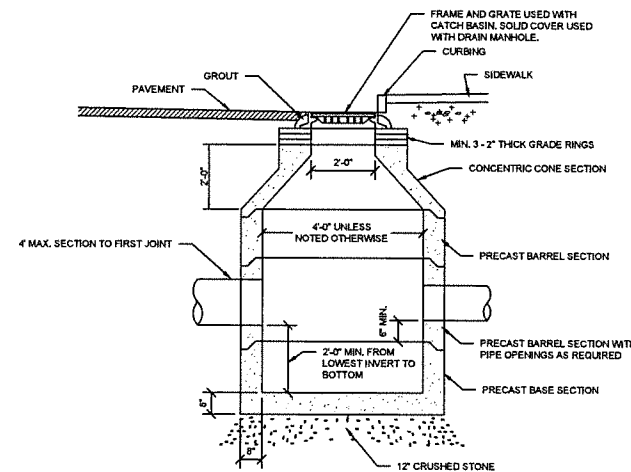
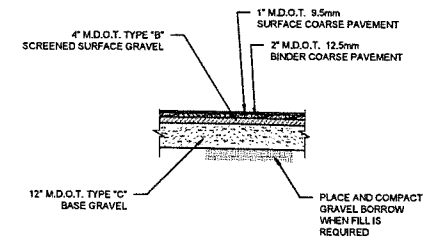
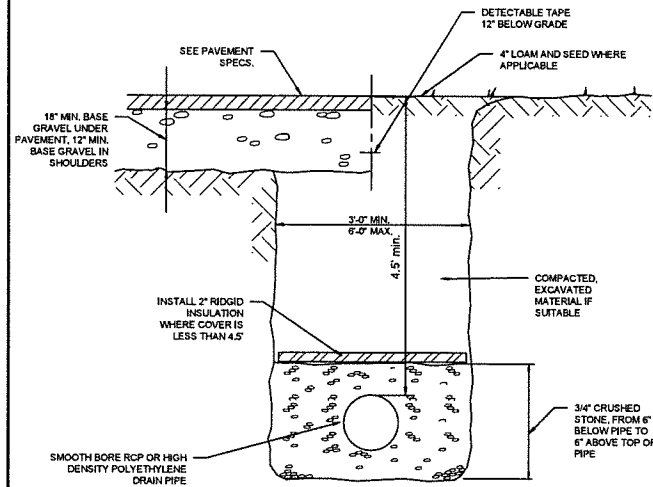
**AEH odsdon**  
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10 Common Street Waterville, Maine 04901

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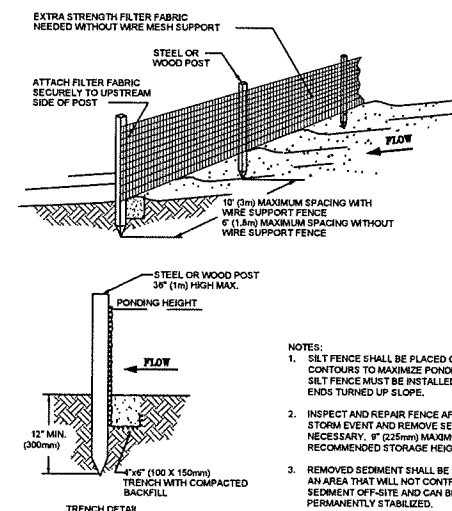
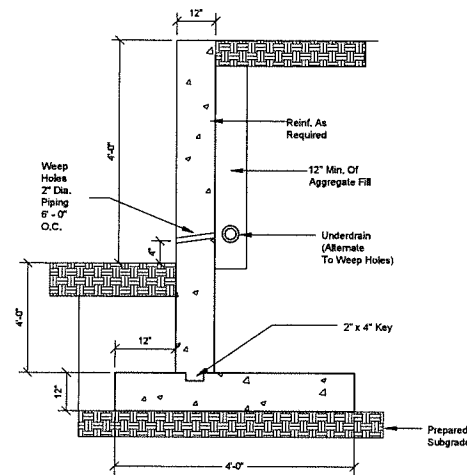
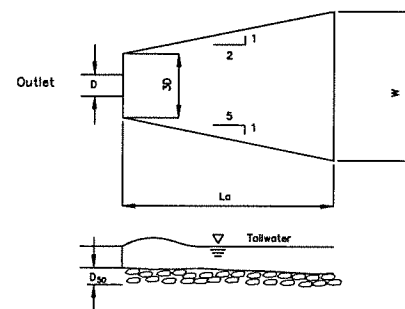




Location	D	La	W	D <sub>20</sub>
	12"	12"	5'-10"	6"
	12"	12"	13'-6"	6"
	18"	18"	5'-6"	6"

NOTES:

1. INLET PROTECTION SHALL CONSIST OF RIP-RAP HEAD WALL D<sub>50</sub> = 6", MIN. DEPTH 12" WITH FILTER FABRIC. RIP-RAP TO EXTEND A MIN. OF 1 PIPE DIAMETER UP STREAM.
2. ALL RIP-RAP MIN. DEPTH OF 12" UNDERLAIN WITH REINFORCEMENT GEOTEXTILE (MDOT 722.04)



## TABLE OF CONTENTS

Cover Letter

Project Description and History

Site Plans and Details

Appendix

Exhibit 1 – Application Form and Checklist

Exhibit 2 – Agent Authorization Letter

Exhibit 3 – Tax Map / Location Map

Exhibit 4 – Title, Right, or Interest (DOJ Correspondence and Lease)

Exhibit 5 – Assessors Cards for Existing Buildings

Exhibit 6 – FEMA Flood Mapping

Exhibit 7 – Access Management & Traffic



Exhibit  
**1**

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**Development   Review   Application   for   Residuals  
Management International, LLC., Auburn, ME**

**Exhibit 1 – Application Form & Checklist**



City of Auburn, Maine  
Economic & Community Development  
Michael Chammings, Director  
60 Court Street | Auburn, Maine 04210  
[www.auburnmaine.gov](http://www.auburnmaine.gov) | 207.333.6601

## Development Review Application

PROJECT NAME: Residuals Management International, LLC.

PROPOSED DEVELOPMENT ADDRESS: 249 Merrow Road

PARCEL ID #: 186-012

REVIEW TYPE:      Site Plan X                      Site Plan Amendment ☐  
                                 Subdivision ☐                      Subdivision Amendment ☐

**PROJECT DESCRIPTION:** Applicant proposes to create a business recycling wooden pallets, cardboard, paper and plastics. The site includes a work building, an office building and warehouse building. Between the recycling building and warehouse, the applicant proposes to construct a new loading dock. This will require minor site grading and construction. This use is similar to the former automotive scrap yard that existed on this property in the past. This similarity makes it compliant according to Ordinance 60-578(b)(29).

### CONTACT INFORMATION:

Applicant: Residuals Management International, LLC.

Name: Peter Bolduc

Address: P.O. Box 149

City / State: West Poland, Maine

Zip Code: 04291

Work #: \_\_\_\_\_

Cell #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Home #: \_\_\_\_\_

Email: [pbolduc@rmime.US](mailto:pbolduc@rmime.US)

Property Owner: M & S Holdings, LLC.  
(LEASE AGREEMENT ATTACHED)

Name: \_\_\_\_\_

Address: P.O. Box 1908

City / State: Lewiston, Maine

Zip Code: 04241

Work #: \_\_\_\_\_

Cell #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Home #: \_\_\_\_\_

Email: \_\_\_\_\_

Project Representative: A.E. Hodsdon Engineers

Name: Jeffrey Allen, P.E.

Address: 10 Common Street

City / State: Waterville, Maine

Zip Code: 04901

Work #: 207-873-5164

Cell #: \_\_\_\_\_

Fax #: 207-872-0645

Home #: \_\_\_\_\_

Email: [jeff@eahodsdon.com](mailto:jeff@eahodsdon.com)

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

Name: Same

Address: \_\_\_\_\_

City / State \_\_\_\_\_

Zip Code \_\_\_\_\_

Work #: \_\_\_\_\_

Cell #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Home #: \_\_\_\_\_

Email: \_\_\_\_\_

## PROJECT DATA

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

### IMPERVIOUS SURFACE AREA/RATIO

Existing Total Impervious Area	290,100	sq. ft.
Proposed Total Paved Area	No new	sq. ft.
Proposed Total Impervious Area	121,400	sq. ft. (59,500 pre 1973)
Proposed Impervious Net Change	0	sq. ft.
Impervious surface ratio existing	70	% of lot area
Impervious surface ratio proposed	29	% of lot area

### BUILDING AREA/LOT

#### COVERAGE

Existing Building Footprint	22,743	sq. ft.
Proposed Building Footprint	22,743	sq. ft.
Proposed Building Footprint Net change	None	sq. ft.
Existing Total Building Floor Area	44,750	sq. ft.
Proposed Total Building Floor Area	44,750	sq. ft.
Proposed Building Floor Area Net Change	None	sq. ft.
New Building	No	(yes or no)
Building Area/Lot coverage existing	5.5	% of lot area
Building Area/Lot coverage proposed	5.5	% of lot area

#### ZONING

Existing	Industrial
Proposed, if applicable	Same

#### LAND USE

Existing	Industrial
Proposed, if applicable	Residential/Industrial

#### RESIDENTIAL, IF APPLICABLE

Existing Number of Residential Units	Three bedrooms in existing home
Proposed Number of Residential Units	Same
Subdivision, Proposed Number of Lots	Not applicable

#### PARKING SPACES

Existing Number of Parking Spaces	Random parking
Proposed Number of Parking Spaces	No new
Number of Handicapped Parking Spaces	None proposed
Proposed Total Parking Spaces	Same as existing

**ESTIMATED COST OF PROJECT: \$10,000.00**

### DELEGATED REVIEW AUTHORITY CHECKLIST

#### SITE LOCATION OF DEVELOPMENT AND STORMWATER MANAGEMENT

Existing Impervious Area	121,400	sq. ft.
Proposed Disturbed Area		sq. ft.
Proposed Impervious Area	same	sq. ft.

1. *If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with MDEP. **NOT APPLICABLE.***
2. *If the proposed impervious area is greater than one acre including any impervious area created since 11/16/05, then the applicant shall apply for a MDEP Stormwater Management Permit, Chapter 500, with the City. **NOT APPLICABLE***
3. *If total impervious area (including structures, pavement, etc) is greater than 3 acres since 1971 but less than 7 acres, then the applicant shall apply for a Site Location of Development Permit with the City. If more than 7 acres then the application shall be made to MDEP unless determined otherwise.*
4. *If the development is a subdivision of more than 20 acres but less than 100 acres then the applicant shall apply for a Site Location of Development Permit with the City. If more than 100 acres then the application shall be made to MDEP unless determined otherwise.*

#### TRAFFIC ESTIMATE

Total traffic estimated in the peak hour-existing (Since July 1, 1997) 16 passenger car equivalents (PCE)

Total traffic estimated in the peak hour-proposed (Since July 1, 1997) 16 passenger car equivalents (PCE)

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



### Zoning Summary

1. Property is located in the Industrial zoning district.
2. Parcel Area: 9.52 acres /        square feet(sf).

<b>Regulations</b>	<u>Required/Allowed</u>	<u>Provided</u>
Min Lot Area	37,500 s.f.	414,691 s.f.
Street Frontage	150'	123' +/-
Min Front Yard	35' or 15% ADL*	90' +/- existing – no change proposed
Min Rear Yard	50' or 20% ADL*	424' +/- existing – no change proposed
Min Side Yard	**	17' +/- existing – no change proposed
Max. Building Height	75'	No change proposed
Use Designation	/	
Parking Requirement	1 space/ per <u>      </u> square feet of floor area	
Total Parking:	/	
Overlay zoning districts (if any):	Growth/ <u>      </u> /	
Urban impaired stream watershed?	YES/NO If yes, watershed name <u>No</u>	

\*ADL = Average Depth of Lot = 1,840'  
 \*\* = 5' + 1/3 (frontage-60'), 35' minimum

## DEVELOPMENT REVIEW APPLICATION SUBMISSION

**Submissions shall include fifteen (15) complete packets containing the following materials:**

1. 5 Full size plans and 10 smaller (no larger than 11" x 17") plans containing the information found in the attached sample plan checklist.
2. Application form that is completed and signed by the property owner or designated representative.  
 (NOTE: All applications will be reviewed by staff and any incomplete application will not be accepted until all deficiencies are corrected.
3. Cover letter stating the nature of the project.
4. All written submittals including evidence of right, title and interest.
5. Copy of the checklist completed for the proposal listing the material contained in the submitted application.

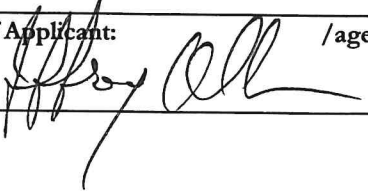
**Refer to the application checklist for a detailed list of submittal requirements.**

**To view the City of Auburn Zoning Ordinance, go to:**

[www.auburnmaine.gov](http://www.auburnmaine.gov) under City Departments / Planning, Permitting & Code / Subdivisions / Land Use / Zoning Ordinance

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, I certify that the City's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

**This application is for development review only; a Performance Guarantee, Inspection Fee, Building Permit Application and other associated fees and permits will be required prior to construction.**

Signature of Applicant:  /agent	Date: August 7, 2023
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City of Auburn, Maine  
 Office of Planning & Permitting  
 Eric J. Cousens, Director  
 60 Court Street | Auburn, Maine 04210  
 www.auburnmaine.gov | 207.333.6601

## Development Review Checklist

The following information is required where applicable to be submitted for an application to be complete

PROJECT NAME: Residuals Management International, LLC.

PROPOSED DEVELOPMENT ADDRESS: 249 Merrow Road

PARCEL #: 186-012

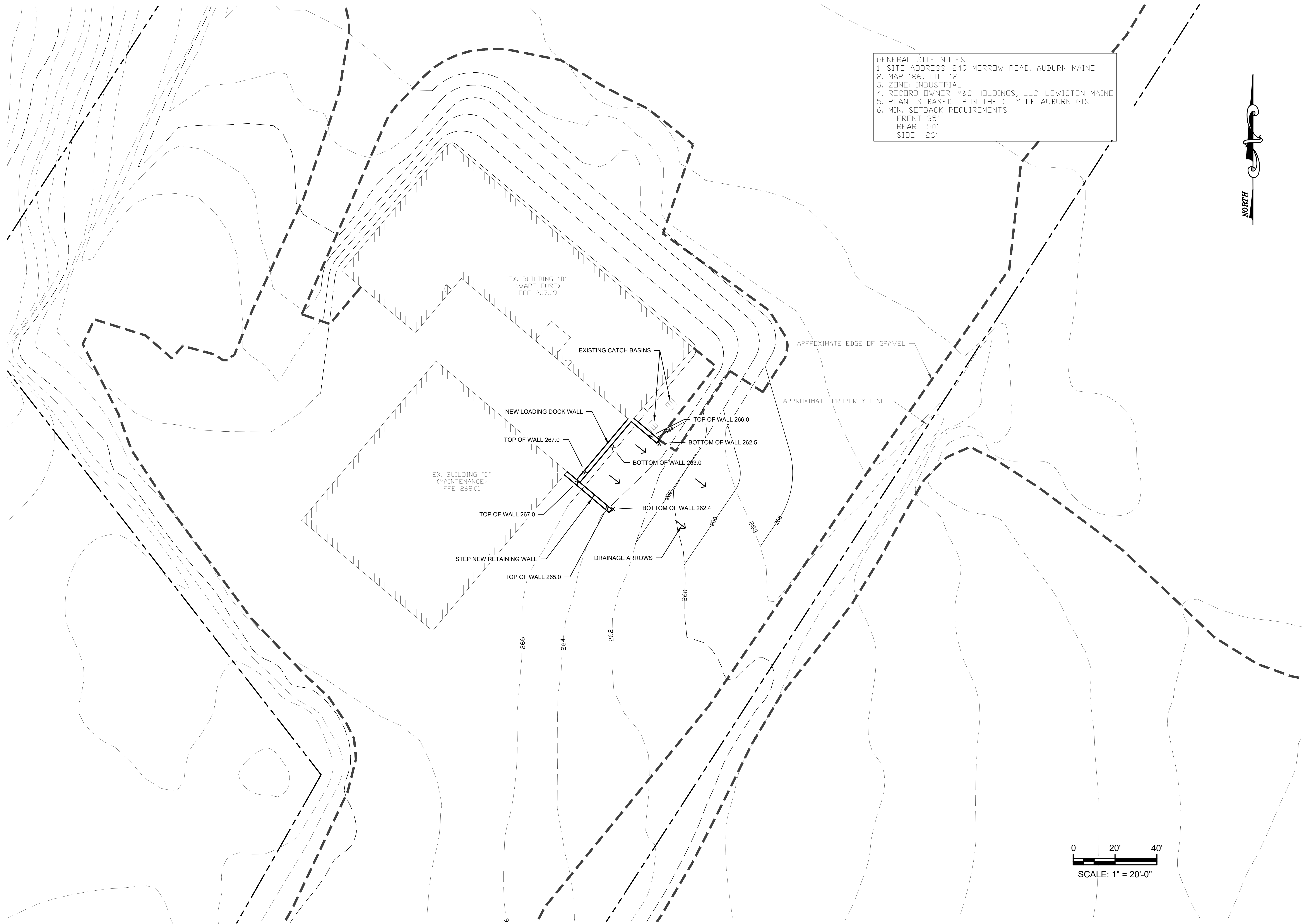
Required Information		Check when Submitted		Applicable Ordinance
		Applicant	Staff	
<b>Site Plan</b>				
	Owner's Names/ Address	X		
	Names of Development	X		
	Professionally Prepared Plan	X		
	Tax Map or Street/Parcel Number	X		
	Zoning of Property	X		
	Distance to Property Lines	X		
	Boundaries of Abutting land	X		
	Show Setbacks, Yards and Buffers	X		
	Airport Area of Influence	n/a		
	Parking Space Calcs	n/a		
	Drive Openings/Locations	X		
	Subdivision Restrictions	n/a		
	Proposed Use	X		
	PB/BOA/Other Restrictions	n/a		
	Fire Department Review			
	Open Space/Lot Coverage	X		

<i>Required Information</i>		<i>Check when Submitted</i>		<i>Applicable Ordinance</i>
<b>Landscape Plan</b>	Not Applicable	<i>Applicant</i>	<i>Staff</i>	
	Greenspace Requirements			
	Setbacks to Parking			
	Buffer Requirements			
	Street Tree Requirements			
	Screened Dumpsters			
	Additional Design Guidelines			
	Planting Schedule			
<b>Stormwater &amp; Erosion Control Plan</b>		<i>Applicant</i>	<i>Staff</i>	
	Compliance w/ chapter 500	n/a		
	Show Existing Surface Drainage	X		
	Direction of Flow	X		
	Location of Catch Basins, etc.	n/a		
	Drainage Calculations	n/a		
	Erosion Control Measures	X		
	Maine Construction General Permit	n/a		
	Bonding and Inspection Fees	n/a		
	Post-Construction Stormwater Plan	n/a		
	Inspection/monitoring requirements	n/a		
<b>Lighting Plan</b>		<i>Applicant</i>	<i>Staff</i>	
	Full cut-off fixtures	n/a		
	Meets Parking Lot Requirements	n/a		
<b>Traffic Information</b>		<i>Applicant</i>	<i>Staff</i>	
	Access Management	x		
	Signage	n/a		
	PCE - Trips in Peak Hour	x		

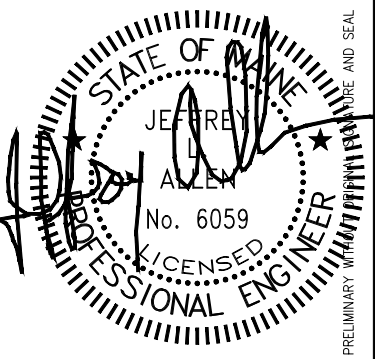


<i>Required Information</i>		<i>Check when Submitted</i>		<i>Applicable Ordinance</i>
	Vehicular Movements	x		
	Safety Concerns	n/a		
	Pedestrian Circulation	n/a		
	Police Traffic	n/a		
	Engineering Traffic	x		
<b>Utility Plan</b>		<i>Applicant</i>	<i>Staff</i>	
	Water	n/a		
	Adequacy of Water Supply	x		
	Water main extension agreement	n/a		
	Sewer	n/a		
	Available city capacity	n/a		
	Electric	x		
	Natural Gas	n/a		
	Cable/Phone	x		
<b>Natural Resources</b>		<i>Applicant</i>	<i>Staff</i>	
	Shoreland Zone	n/a		
	Flood Plain	n/a		
	Wetlands or Streams	x		
	Urban Impaired Stream	n/a		
	Phosphorus Check	n/a		
	Aquifer/Groundwater Protection	n/a		
	Applicable State Permits	x		
	Lake Auburn Watershed	n/a		
	Taylor Pond Watershed	n/a		
<b>Right, Title or Interest</b>		<i>Applicant</i>	<i>Staff</i>	
	Verify	x		
	Document Existing Easements, Covenants, etc.	x		

<i>Required Information</i>		<i>Check when Submitted</i>		<i>Applicable Ordinance</i>
<b>Technical &amp; Financial Capacity</b>		<i>Applicant</i>	<i>Staff</i>	
	Cost Est./Financial Capacity	x		
	Performance Guarantee	n/a		
<b>State Subdivision Law</b>	<b>Not applicable</b>	<i>Applicant</i>	<i>Staff</i>	
	Verify/Check			
	Covenants/Deed Restrictions			
	Offers of Conveyance to City			
	Association Documents			
	Location of Proposed Streets & Sidewalks			
	Proposed Lot Lines, etc.			
	Data to Determine Lots, etc.			
	Subdivision Lots/Blocks			
	Specified Dedication of Land			
<b>Additional Subdivision Standards</b>	<b>Not applicable</b>	<i>Applicant</i>	<i>Staff</i>	
	Mobile Home Parks			
	PUD			
<b>A JPEG or PDF of the proposed site plan</b>		<i>Applicant</i>	<i>Staff</i>	
		x		
<b>Final sets of the approved plans shall be submitted digitally to the City, on a CD or DVD, in AutoCAD format R 14 or greater, along with PDF images of the plans for archiving</b>		Via email		



2	JLA	08-07-2023	SUBMIT TO CITY
1	JLA	08-04-2023	CLIENT REVIEW
REV:	APPD	DATE:	STATUS:
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM A.E. HOODSON CONSULTING ENGINEERS, ANY A. TERRATIONS, AUTHORIZED OR OTHERWISE. SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO A.E. HOODSON CONSULTING ENGINEERS.			



**SITE PLAN**  
OF:  
**RESIDUALS MGMT. INTERNATIONAL, LLC**  
349 HERROW ROAD  
AUBURN, MAINE  
FOR:  
**M&S HOLDINGS, LLC**  
LEWISTON, MAINE

DRAWN	CHECKED
PLS	JLA
SCALE	DATE
AS NOTED	08-02-2023

# C0.1

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PROJECT#: 159-23

PROJECT#: 159-23





Exhibit  
**2**

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**Development   Review   Application   for   Residuals  
Management International, LLC., Auburn, ME**

**Exhibit 2 – Agent Authorization Letter**



## Residuals Management International, LLC

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840 Bakerstown Road  
Poland, Maine 04274

Phone: 207-797-7997

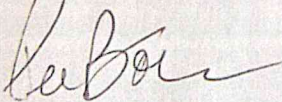
July 20, 2023

### Agent Authorization Letter

To Whom it May Concern,

This letter is to certify that Residuals Management International, LLC authorizes A.E. Hodsdon Consulting Engineers located at 10 Common Street in Waterville, Maine to acts as our agent/representative in reference to the proposed project at our property located at 249 Merrow Road in Auburn.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Peter Bolduc', with a stylized flourish at the end.

Peter Bolduc



Exhibit

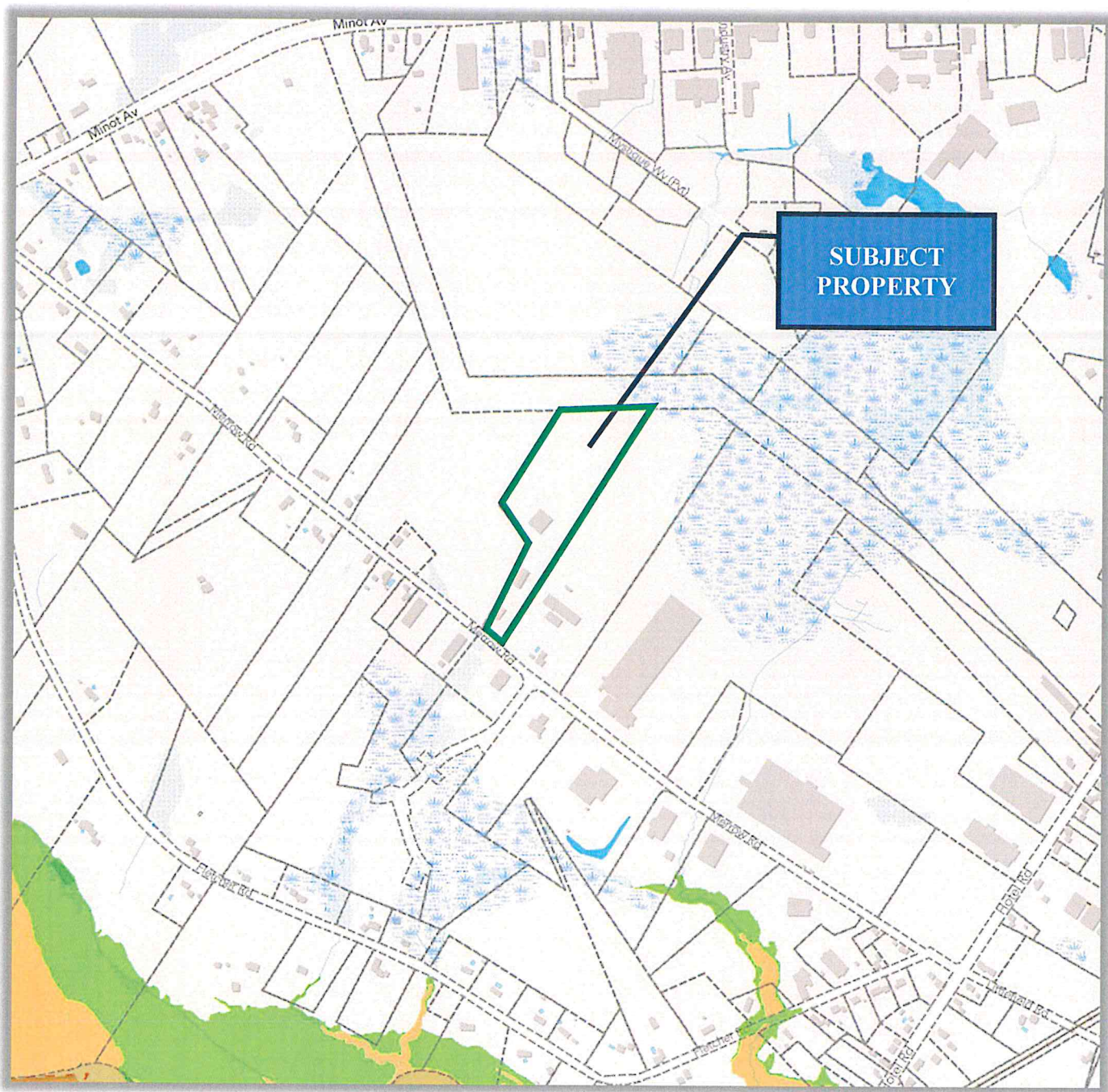
**3**

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**Development Review Application for Residuals  
Management International, LLC., Auburn, ME**

**Exhibit 3 – Tax Map/Location Map**

**EXHIBIT 3: TAX MAP 186, LOT 12**



**LIST OF ABUTTERS**  
**PARCEL ID #186-012**

Guy & Tina Landry  
521 Fletcher Road  
Auburn, ME 04210  
Parcel ID #186-004

Sea Suites Realty, LLC.  
505 Hudson Road  
Pownal, ME 04069  
Parcel ID #186-005

LaPointe Properties, LLC.  
264 Merrow Road  
Auburn, ME 04210  
Parcel ID #186-006-001

Investment Real Estates, LLC.  
1097 Center Street  
Auburn, ME 04210  
Parcel ID #186-005

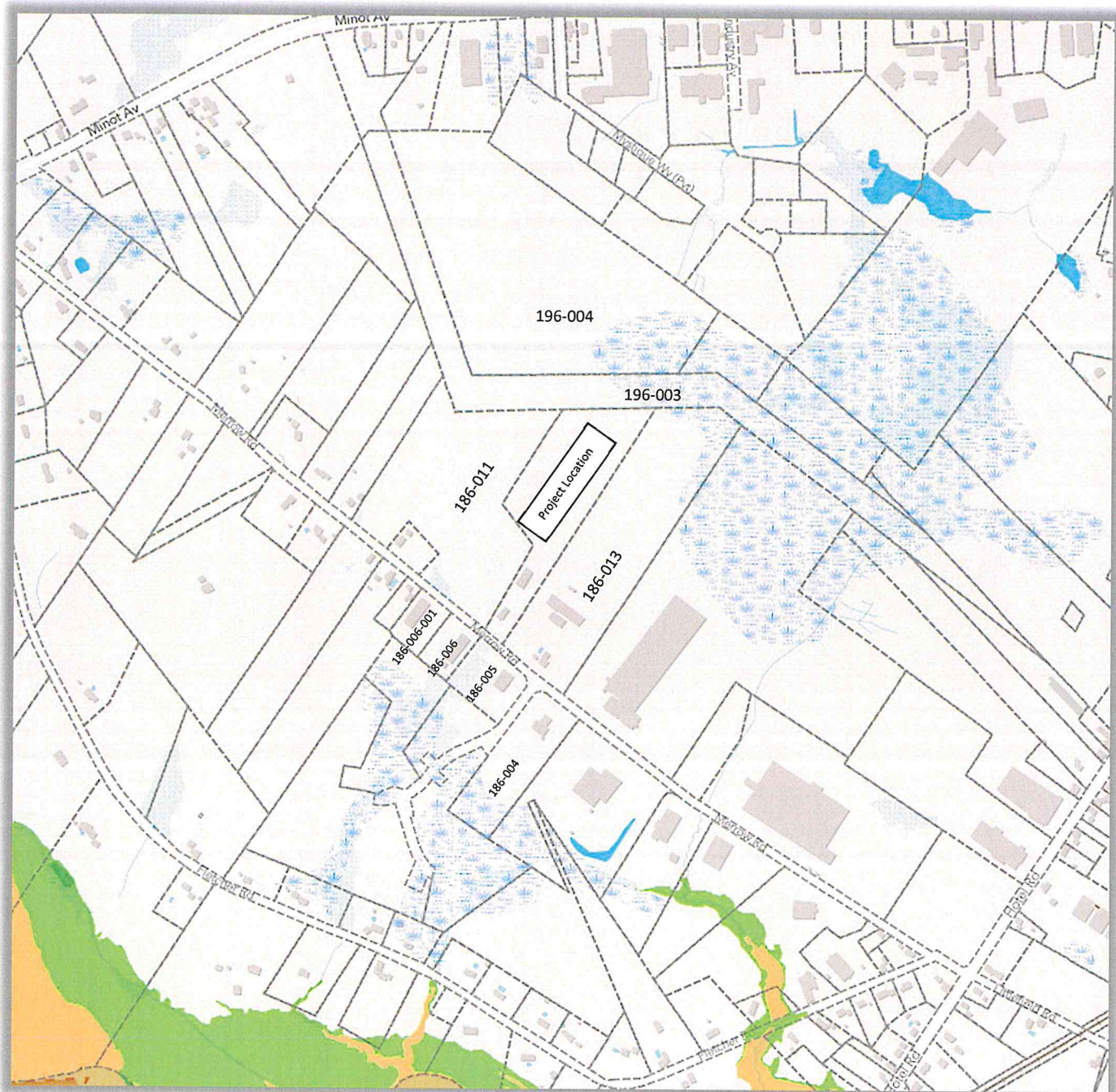
NU Realty, Inc.  
227 Merrow Road  
Auburn, ME 04210  
Parcel ID #186-007 and 186-013

Scott Ferland  
712 Washington Street North  
Auburn, ME 04210  
Parcel ID #186-011 and 196-004

Central Maine Power Co.  
c/o Avangrid Management Co.  
One City Center, 5<sup>th</sup> Floor  
Portland, ME 04101  
Parcel ID #196-003



## MAP OF ABUTTERS



Exhibit

**4**

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**Development Review Application for Residuals  
Management International, LLC., Auburn, ME**

**Exhibit 4 – Title, Right or Interest (DOJ Correspondence & Lease)**

## COMMERCIAL LEASE

**THIS INDENTURE** made effective in Lewiston, Maine, as of the 22nd day of June, 2023,

**BETWEEN**

**M & S HOLDINGS, LLC**, a Maine limited liability company with a mailing address of P.O. Box 1908, Lewiston, Maine 04241 (the "Lessor"),

**AND**

**Residuals Management International, LLC**, a Maine limited liability company with a mailing address of 249 Merrow Road, Auburn, ME 04210 (the "Lessee"),

### WITNESS:

I. **Leased Premises:** Lessor, in consideration of the covenants herein contained on the part of Lessee to be kept and performed, does hereby demise and lease unto Lessee a certain lot or parcel of land, with the buildings thereon (subject to the terms stated herein), situated at or near 249 Merrow Road, located in Auburn, County of Androscoggin and State of Maine, and further being described in Exhibit A attached hereto and described in a deed to M & S Holdings, LLC by Us Marshall Service dated at or near the time of this Lease and to be recorded in the Androscoggin County Registry of Deeds (hereafter the "Premises").

II. **Rental Term, Rents and Renewal Options:**

(A) **Rental Term and Rents.** This Lease shall be for a term of Five (5) years (the "Initial Term"), commencing on the 22<sup>nd</sup> day of June, 2023 and terminating on the 21st day of June, 2028. Lessee shall pay Lessor monthly rent in the amount of Eleven percent (11%) of the Lessors "all in" investment (cash) input in the Premises as that term is further define below in subsection (C), commencing the 22<sup>nd</sup> day of September, 2023 and continuing on the same day each month throughout the term of this Lease.

(B) **Renewal Options.** Upon expiration of the Initial Term, and provided that the Lessee is not in default hereunder, the Lessee shall have the option to renew the Lease (up to two



times) for Five (5) year additional terms (hereinafter collectively referred to as the "Renewal Term") upon the same terms and conditions, excepting however Rent, which shall increase by Ten percent (10%) upon each option to renew. The Lessee shall have the right to terminate the automatic renewal of the Lease by delivering written notice of the Lessee's exercise of such right to the Lessor not less than Sixty (60) days prior to the expiration of the then current term. If Lessee does not exercise said right in the manner provided above, Lessor shall provide to Lessee a written copy of any and all changes to the Rent not less than Thirty (30) days prior to the expiration of the Term.

(C) **Lessors "all in" investment (cash) input.** The rental rate and renewal options adjust as the costs and investment of the Lessor increase. The Lessors "all in" investment (cash) input shall include but not be limited to the following: Electrical Costs; Purchase Price; Closing Costs; Leasing Commission; etc.

(D) **Option to Purchase.** Commencing June 22, 2023 and continuing during the Renewal Term(s), Lessee shall have an option to purchase the Premises with all buildings and improvements thereon, excluding any new buildings constructed and sufficient land to meet the minimum lot size requirements of City of Auburn Ordinances and approval shall be excepted from the Option to Purchase, which option shall terminate on the earliest of June 21, 2028, the termination of this Lease or the failure of the parties to enter into the Renewal Term, and shall be subject to the following conditions. The purchase price shall be the Lessors "all in" investment (cash) input plus ~~two hundred fifty thousand and 00/100 Dollars (\$250,000.00)~~ for the Initial Seven years of this Lease, thereafter the purchase price shall increase by ~~twenty five thousand and 00/100 Dollars (\$25,000.00)~~ in years eight thru ten (8-10) and increase by an additional ~~twenty five thousand and 00/100 Dollars (\$25,000.00)~~ in years eleven thru fifteen (11-15). The Option to Purchase is conditioned on Lessee fully complying with all terms and provisions under this Lease and any tenancy-at-will for the Premises thereafter. Lessee shall provide proof of financing on or before exercising the right to purchase the Premises by Lessee with a lending or funding source at prevailing rates in effect at the time of application. Lessee shall forward written confirmation of its financing application to Lessor when submitted to Lessee's lender. Lessee shall be required to close on the purchase of the Premises on or before Forty-five (45) days after written notice of Lessee's election to exercise said option. At closing, the purchase price shall be paid in cash, certified or by bank cashier's check, all in United States funds. Lessee agrees to purchase the Premises AS IS and WHERE IS. No warranties, guaranties or representations of any kind are made by Sellers or Sellers' agent, and all warranties are disclaimed with respect to the acreage, location and/or boundaries of the Premises or improvements thereon, title to the Premises, access to the Premises, environmental compliance, or its compliance with any applicable zoning or land use regulations, law, or ordinances. Real estate taxes shall not be prorated at closing since it is Lessee's

obligation to pay them under this lease, with each party being responsible for their statutory share of Maine Real Estate Transfer Tax then due. At closing Lessor shall convey to Lessee the Premises by quitclaim deed with good and marketable title thereto, free and clear of all encumbrances except easements, conditions and restrictions of record. Lessee hereby acknowledges, recognizes and agrees that any failure to comply with this Lease, the conditions of this Option to Purchase or any tenancy at will with Lessor, Note, all as determined by Lessor in its sole discretion and without recourse by Lessee, shall terminate and void all rights of Lessee to acquire the Premises under the above Option.

III. **Covenants:**

1. **Quiet Enjoyment and Possession.**

(A) **Quiet Enjoyment.** If Lessee shall pay the rent and other payments in the nature of rent, all as herein set forth, and if Lessee shall observe all the other covenants, terms, and conditions of this Lease and any extensions thereof, Lessor shall warrant, covenant and defend Lessee to such peaceful and quiet enjoyment of the Premises against Lessor and all persons or entities claiming by, through or under the Lessor.

(B) **Possession.** Lessee agrees that in the event of the inability of Lessor to deliver to Lessee possession of the Premises at the commencement of the Term as hereinafter specified, except as stated in Section 9 herein, Lessor shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but the Term hereof shall be extended for a period of time equal to the delay of such delivery, but Lessee shall not be liable for rent until such time as Lessor offers to deliver possession of the Premises to Lessee. Any occupancy by Lessee prior to the beginning of the Term, whether or not rent free, shall in all respects be the same as that of a Lessee under this Lease. Lessor shall have no responsibility or liability for loss or damage to Lessee improvements installed by the Lessee or personal property left on the Premises. By occupying the Premises as a Lessee, or by installing improvements, Lessee shall be deemed to have accepted the same and to have acknowledged that the Premises are in the condition required by this Lease. In the event of any dispute, the certificate of Lessor's Architect shall be conclusive that the Premises are in the condition required by this Lease and are ready for occupancy.

2. **Signs.** The Lessee shall have the right to erect and maintain signage on the exterior of the Premises, with the approval of the Lessor, which approval will not be unreasonably withheld. No such sign shall endanger the structural integrity of the building of which the Premises forms a



part. Any such exterior sign shall comply with all laws, ordinances and regulations of the City of Auburn, Maine, the State of Maine, and the Board of Fire Underwriters applicable thereto.

3. **Use.** Lessee agrees that the Premises shall be used for a "sobriety sanctuary", pallet recycling, new organic soil business and for no other purpose, unless approved by Lessor. Lessee shall be responsible for obtaining, and paying for, all license and approvals needed to operate the business on the Premises.

*pallet, paper, plastic, organic feed, organic soil food* PB 6/24/23

4. **Extra Hazard.** The Lessee shall not occupy the Premises for any purpose usually denominated extra hazardous as to fire by insurance companies.

*M.M.*  
6/27/23

5. **Environmental Indemnification and Compliance by Lessee.** Lessee hereby warrants, covenants and promises to Lessor that the Premises shall be used all times in compliance with all laws and regulations governing the contamination of soil or ground water or any other matter relating to the transportation, storage, treatment or disposal of hazardous waste, materials or pollutants, including without limitation the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, the Toxic Substances Control Act, the Federal Water Pollution Control Act, the National Environmental Policy Act, Regulations of the Environmental Protection Agency and the Maine Department of Environmental Protection, the Maine Uncontrolled Hazardous Substance Site Law, the Maine Underground Storage Tank Statute and any other similar or environmentally related law, regulation or statute, all as may have been or may be amended, and all regulations establishing quality criteria or standards for air, water, land use, noise and any underground oil storage tanks. Lessee further hereby warrants, covenants and promises to Lessor that Lessee shall contain and remove in all lawful manners any and all contamination which may arise on or near the Premises relating to any business activity of Lessee, and further agrees, warrants and covenants to indemnify and hold Lessor harmless from any and all claims, actions, causes of action, liabilities, losses, expenses and damages from any of the foregoing, and to produce such reports at Lessee's sole cost and expense as Lessor may request from time to time regarding any such environmental matter. Lessee further warrants, covenants and promises to Lessor that the Premises shall be maintained at all times in compliance with all applicable Federal, State and local environmental and land use laws and regulations.

6. **Condition.** The Premises are leased as they now are, and the Lessor shall not be responsible for the present or the future condition thereof, with the exception of those undertakings especially entered into by the Lessor herein. Lessee hereby accepts the Premises subject to all covenants and restrictions which apply to the Premises and to all applicable Federal, municipal,



county and state laws, ordinances and regulations governing and regulating the use of the Premises, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Lessee acknowledges that neither Lessor nor Lessor's agent has made any representation or warranty as to the suitability of the Premises for the conduct of Lessee's business. In the event the Premises are damaged during any portion of the Lease Term, any renewal thereof, or upon expiration or termination of this Lease, Lessee shall be fully liable to Lessor for all costs and expenses incurred by Lessor in repairing the damage and shall pay all such amounts to Lessor upon demand of Lessor.

**7. Alterations and Improvements.**

(A) Lessee and Lessor mutually agree that, except the initial electrical work and other work agreed to be completed by Lessor as that term is defined below, Lessee may make such repairs, alterations, additions, and improvements, including hearing and plumbing work to the Premises only with prior written consent of Lessor, not to be unreasonably withheld or delayed; provided said repairs are performed at Lessee's sole cost and expense, in a good and workmanlike manner by a licensed contractor only to be approved by Lessor, all costs and expenses related thereto are promptly paid by Lessee and said repairs comply in all respects with all Federal, State and local laws, regulations, codes and ordinances.

(B) All repairs, alterations, additions, or improvements shall be done in a good and workmanlike manner in full compliance with all Federal, State and Municipal Laws, ordinances, rules, and regulations and in accordance with specifications and requirements and standards of any Board of Fire Underwriters and fire inspectors having jurisdiction over the Premises.

(C) In the event Lessee shall erect additions, improvements, or any other alterations upon the Premises, the said additions, improvements and/or alterations shall at the option of Lessor become the sole property of Lessor after the termination of this Lease, any renewal thereof, or any extension thereof except as may otherwise be provided herein.

(D) Lessor shall not be responsible for any costs of construction arising from repairs, alterations, or the erection of any additions or improvements to be done by Lessee, nor for any lien or other obligation involved in such repair or construction; and, in this connection, Lessee agrees to furnish to Lessor the names and addresses of all parties to whom Lessee shall become obligated for payment of monies for repairs and construction to be done on the Premises at the time when Lessee shall have contracted with said parties

*repairs, unless otherwise agreed ie roofing, siding, over head doors, conduct, plumbing, heating ed. PB 6/24/23*

*MAY 6/27/23*

to commence work on the Premises for Lessee. Lessee agrees to indemnify and to hold Lessor harmless from and against any lien or claim of Lessee's creditors on account of said repairs or improvements.

(E) Lessee shall not create a fire safety hazard by installing excessive cabling for voice and data communications. Upon termination of the Lease and when any improvements are made to the Premises, Lessee shall remove all "abandoned" low and high voltage wires and cables. Abandoned Cable or Wires is loosely defined as cabling that is not terminated at both ends either by a connector or other equipment and not labeled for future use with a tag. Prior to installing new cables and only after written permission from Lessor, all abandoned cabling must be removed from all risers, ceiling plenums and other locations in the Premises. All new cabling installed shall meet the standards of the current NEC, NFPA, any city ordinances and codes in effect at the time of the improvement. All abandoned cable shall be removed by qualified licensed contractors. The Lessee agrees to indemnify and to hold the Lessor harmless from and against any lien or claim of future Lessees on account of the cost of the removal of abandoned cable not removed by Lessee. Lessee shall insure that all installation of cables, wires, any other improvements or the installation of other voice or data communication equipment shall be done in a workmanlike manner. The Lessee agrees to indemnify and to hold the Lessor harmless from and against any damage done to the Premises during the installation of any voice or data communication equipment, including but not limited to damage to ceiling tiles and breach of the construction seal caused by dislodging the insulation above the ceiling tiles.

(F) The initial electrical work on the Premises shall be the responsibility of Lessor. Initial electrical work means any electrical repairs, alterations, additions, and improvements that are required to complete the unfinished building(s) on the Premises. Said initial electrical work shall be at the Lessor's sole cost and expense, in a good and workmanlike manner, all costs and expenses related thereto are promptly paid by Lessor and said repairs comply in all respects with all Federal, State and local laws, regulations, codes and ordinances. Lessee shall not be responsible for any costs of the initial electrical work, nor for any lien or other obligation involved in such repair or construction; and, in this connection, Lessor agrees to indemnify and to hold Lessee harmless from and against any lien or claim of Lessor's creditors on account of said construction of additional buildings.

(G) ~~Lessor may, at any time during the term of this Lease, add additional buildings to the Real Estate. Said additional buildings shall be built at Lessor's sole cost~~



~~and expense, in a good and workmanlike manner, all costs and expenses related thereto are promptly paid by Lessor and said repairs comply in all respects with all Federal, State and local laws, regulations, codes and ordinances. Lessee shall not be responsible for any costs of construction arising from any additional buildings, nor for any lien or other obligation involved in such repair or construction; and, in this connection, Lessor agrees to indemnify and to hold Lessee harmless from and against any lien or claim of Lessor's creditors on account of said construction of additional buildings. Any new buildings constructed and sufficient land to meet the minimum lot size requirements of City of Auburn Ordinances and approval shall be excepted from the Option to Purchase in Section II(D).~~

PB 6/24/23

MM 6/27/23

8. **Maintenance and Repairs.** The Lessee shall be responsible for the maintenance, repair and replacement of the interior of all buildings and improvements leased hereunder, including without limitation, the heating and cooling systems and also the maintenance, replacement and repair of all entrance ways and doors, all interior and exterior lights relating thereto, all stairs, porches, rails, signs, and windows. Lessee will make all necessary repairs when required, shall perform all necessary work or cause the same to be performed in a good and workmanlike fashion and will pay all charges incurred for such repairs promptly upon receipt of bills therefor. Lessee shall also repair, replace and maintain in good order and condition the exterior and structure of the Premises, including without limitation, the outside walls, foundations, roof, all structural and weight-bearing members, all wiring, plumbing, pipes, conduit and other utility fixtures and equipment. The Lessee shall also maintain the structure, parking facilities and access areas of the Premises and keep same free of snow, ice, debris and waste at Lessee's sole cost and expense. All maintenance and repair requiring the work of a third party, including any maintenance or repair of electrical, shall be subject to the approval of said third party by Lessor.

PB 6/24/23

after completion and acceptance

MM 6/27/23

9. **Lessor' Access.** Lessor shall have the right to enter the Premises at all reasonable times for inspections, showings to prospective purchasers, and prospective lessees. During the first Three (3) months of the Lease, Lessor shall have the right at any time to enter the Premises and remove Lessor's equipment.

10. **Insurance.**

(A) **Liability Insurance.** The Lessee shall maintain in full force during the Lease Term Commercial General Liability Insurance, including Contractual Liability Insurance coverage, covering Lessee's operations in the Premises under which the Lessor and such other persons as are in privity of estate with Lessor and/or Lessee as may be set out in notice from time to time, and the Lessee is named as insureds, and under which the insurer agrees to indemnify and hold Lessee and Lessor (and those in privity of estate with



Lessor) harmless from and against all costs, expenses and/or liability arising from any accident, injury or damage whatsoever caused to any person occurring during the Lease Term in or about the Premises, unless such accident or damage is the result of the exterior or structural portions of the Premises under the control of the Lessor. Such policy shall be noncancelable with respect to Lessor and Lessor's said designees, except upon thirty (30) days written notice to Lessor. A duplicate original of the certificate thereof shall be delivered to Lessor. The minimum limits of such insurance shall be **One Million (\$1,000,000.00) Dollars** combined single limit for bodily injury and property damage per occurrence. Such insurance will be endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by Lessor, and shall contain a severability of interest clause.

**(B) Property Insurance.**

(i) **Insurance Maintained by Lessor.** During the entire Lease Term, Lessor shall maintain in effect a policy or policies of insurance covering the Premises, including without limitation the Building, fixtures, equipment, Lessee improvements and betterments which shall, at minimum, cover perils insured under the Insurance Services Office, Inc. ("ISO") broad causes loss form, or its equivalent and, at Lessor's option, insurance against sprinkler damage, vandalism, malicious mischief, earthquake damage and abatement or loss of rent in case of said insurance casualties and comprehensive general liability insurance in such amounts as Lessor shall deem reasonable (collectively the "Property Insurance"). The cost of said insurance shall be reimbursed to Lessor by Lessee within 5 days of receipt of the bill from Lessor and shall be treated as additional rent under this Lease. Lessor shall neither be liable for, nor be obligated to maintain insurance coverage for the loss or damage of Lessee's personal property located in, on or about the Premises.

(ii) **Insurance Maintained by Lessee.** Lessee shall during the entire Lease Term keep in full force and effect, at Lessee's sole cost and expense, an all risk policy of insurance upon all of the plate glass in the Premises, in which policy both Lessor and Lessee shall be named as parties covered thereby as their respective interests may appear. Lessee shall, during the entire Lease Term, carry and maintain, at its sole cost and expense, insurance covering all of Lessee's leasehold improvements, alterations, additions, trade fixtures, equipment, merchandise and personal property from time to time in, on or about the Premises, in an amount equal to their full replacement cost from time to time during the Lease Term, providing protection against any peril insured under the ISO broad causes of loss

form, or its equivalent, together with insurance against sprinkler damage, vandalism and malicious mischief. Any policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of this Lease relating to fire, casualty and condemnation.

11. **Indemnification.** Lessee shall indemnify and hold harmless the Lessor from and against all claims, demands, actions, suits and expenses for injury to person or property occurring in the Premises or occurring about the Premises if caused by negligence of the Lessee. Likewise, the Lessee shall be liable for any fire, smoke, and water damage to the Premises, if caused by the negligence or willful misconduct of the Lessee. This paragraph shall be operative to the extent that fire, hazard and public liability policies of the Lessee and the Lessor do not cover such claims and damage in full and to the extent that the respective insurance carriers rightfully deny any coverage or coverage of the particular damage claimed.

12. **Other Damage.** Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair and shall not be liable for any damage done or occasioned by or from plumbing, water, sewer, steam, or other pipes, or the bursting, leaking or running of any washstand, water closet, or waste pipe in, upon or about the Premises, nor for damage occasioned by acts of neglect of Lessee or other occupants of the Premises.

13. **Sublease-Assignment.**

(A) **Assignment or Subletting.** Lessee shall not assign, mortgage, pledge or encumber this Lease, or any right or interest therein, in whole or in part, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agents, employees, customers and servants of Lessee excepted), to occupy or use the Premises, or any portion thereof, without first obtaining the written consent of Lessor. Consent by Lessor to one assignment, subletting, occupation or use by another person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Any such consent by Lessor shall not release the original named Lessee from liability for the continued performance of the terms and provisions on the part of the Lessee to be kept and performed unless Lessor specifically releases the original named Lessee from said liability in a writing signed by Lessor. Any assignment or subletting without the prior written consent of Lessor shall be null and void, and shall, at the option of Lessor, terminate this Lease. Neither this Lease nor any interest therein shall be assignable, as to the interest of Lessee, by operation of law without the prior written consent of Lessor.



(B) **Affiliate of Lessee.** If Lessee is a corporation, an unincorporated association, a limited liability company or a partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association, limited liability company or partnership in the aggregate in excess of twenty-five percent (25%) shall be deemed an assignment within the meaning and provisions of this Section.

(C) **Substitution of Responsibility.** In the event Lessee, with Lessor's prior written approval, assigns this Lease or sublets the Premises, the provisions and requirements hereof with respect to any regulations governing the operation of the business conducted in the Premises shall refer to and be applicable to the business of such assignee or sublessee and not to that of Lessee if Lessee conducts no business therein. In the event Lessee makes such assignment or sublease and the assignee or sublessee maintains the insurance coverage required by this Lease, Lessee shall be relieved of such obligation.

#### **14. Lessor's Right of Termination.**

(A) If Lessee shall neglect or fail to perform or observe any of its obligations herein, other than the payment of rent, for a period of Fifteen (15) days after notice in writing from Lessor in respect to the nature of the default; or

(B) If Lessee shall fail to make any payment of rent or other amounts due under this Lease within Ten (10) days of the date when due; or

(C) If Lessee shall fail to make any other payment required hereunder within fifteen (15) days after Lessor mails to Lessee a statement for payment of same; or

(D) If Lessee shall be adjudicated a bankrupt or insolvent according to law and no appeal shall be taken from such finding by Lessee, or if such appeal shall be taken and not prosecuted diligently, or if Lessee shall make an assignment of his property for the benefit of creditors, or if a receiver, trustee, or similar officer shall be appointed to take charge of all or any portion of Lessee's property and it is not removed within Thirty (30) days, or if Lessee shall file a petition under any bankruptcy law, and same shall not be dismissed within Thirty (30) days, then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit thereof or consent in a former instance), Lessor may immediately terminate this Lease and the Option to Buy and remove Lessee, physically if necessary, without resort to any statute related to forcible



entry and detainer or other legal process, and further reserves all rights and remedies against Lessee for collection of due and unpaid rent and other charges set forth herein.

15. **Condition of Premises at Expiration.** Lessee agrees to yield up the Premises in good repair and condition, reasonable wear and tear excepted, upon termination of this Lease or any renewal thereof.

16. **Utilities, Etc.** Lessee shall pay all utilities servicing the Premises, including without limitation, electrical charges, phone, cable, internet, water and sewer charges relating to the Premises during the Lease Term or any renewal thereof, and shall provide for weekly trash removal. Lessee shall heat the Premises at all times when seasonably required to prevent any damage to the Premises.

17. **Taxes.**

(A) **Real Estate Taxes.** The Lessor shall pay the real estate taxes, assessments, and the like assessed or imposed against the real estate of which the Premises forms a part by the City of Auburn, Maine, or any quasi-governmental agencies or any district. The cost of said taxes shall be reimbursed to Lessor by Lessee within 5 days of receipt of the bill from Lessor and shall be treated as additional rent under this Lease.

(B) **Personal Property Taxes.** Lessee shall pay, prior to delinquency, all taxes levied upon all fixtures, furnishings, equipment and all other personal property placed in, on or about the Premises by Lessee. In the event any or all of Lessee's fixtures, furnishings, equipment and other personal property shall be assessed and taxed against Lessor or Lessor's property, or if the assessed value of Lessor's property is increased by said placement of such property by Lessee, Lessee shall pay to Lessor, Lessee's share of such taxes or increases within ten (10) days after delivery to Lessee by Lessor of a statement in writing setting forth the amount of such taxes or increases applicable to Lessee's property.

18. **Holding Over.** It is agreed and understood that any holding over by the Lessee of the Premises after the expiration of the original Term of the Lease, or any extension thereof, shall operate and be construed as a tenancy from month to month under all terms and conditions of the Lease, and at 150% of the same rental as is in effect at the expiration thereof, provided, however, that this shall not prevent the Lessor from insisting upon the termination of the Lease or any extension thereof, according to its terms.

19. **Removal of Goods.** Lessee shall, at the expiration of the Lease Term or any renewal thereof, remove its goods, effects, trade fixtures, and equipment placed or installed in the Premises, repairing any damage caused by such removal.

20. **Cumulative Rights.** Any and all rights and remedies which either party may have hereunder shall be cumulative, and the exercise of any one of such rights shall not bar the exercise of any other right or remedy which said party may have.

21. **Waiver.** One or more waivers of the breach of any covenant or condition by either party shall not be construed as a waiver of any further breach of the same covenant or condition.

22. **Notices.** Any notices required by or useful under the terms of this Lease shall be given in the case of Lessor, to:

M & S Holdings, LLC  
P.O. Box 1908  
Lewiston, Maine 04241

and, in the case of the Lessee, to:

Peter Bolduc  
249 Merrow Road  
Auburn, Maine 04210

or such other persons and addresses as the appropriate party may hereafter designate. All such notices shall be sent certified mail, prepaid, deliver to addressee only.

23. **Entire Agreement.** This instrument contains the entire and only agreement between the parties and no oral statements or representatives or prior written matter not contained in this instrument shall have any force and effect.

24. **Attorney Fees.** If the Lessor or Lessee shall, without fault, be made party to any litigation commenced by or against the other party, arising out of any fault or negligence of said other party, their agents, contractors, employees or business invitees, then the said other party shall pay all costs and reasonable attorney's fees incurred by or against the first party by or in connection with such litigation. Likewise, the other party shall pay all costs and reasonable attorney's fees incurred by or against the first party in enforcing the agreements, terms and provisions of this Lease.

25. **Estoppel Certificates.** Lessee agrees, at any time, and from time to time, upon not

less than Ten (10) days prior request by Lessor, to execute, acknowledge and deliver to Lessor a statement in writing certifying, if such be the case, that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications, and that the Lease as modified is in full force and effect), and that there are no defenses or offsets thereto then accrued, or stating those claimed by Lessee, and the dates to which the rent and other charges have been paid, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of, or any prospective holder of a mortgage upon the fee of the Premises, or the property of which the Premises are a part, or by any other properly interested party.

**26. Lessor's Expenditures Become Additional Rent.** Lessor at his election shall have the right to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of Lessee to perform any of the provisions of this Lease or to correct any violation of any covenant of Lessee herein set forth. In the event Lessor shall, at his election, pay such sums or do such acts requiring the expenditures of monies, the sums so paid by Lessor shall be deemed additional rent and shall be due and payable on demand or together with the next succeeding installment of rent, whichever shall first occur; and Lessor shall have the same remedies for failure to pay the same as for non-payment of rent.

**27. Triple Net Lease.** This Lease shall be a triple net lease, which means that the Lessee is responsible for the ongoing expenses of the property, including real estate taxes, building insurance, and maintenance, in addition to paying the rent and utilities. This Lease shall be zero expense and cost to Lessor.

**28. Subordination.**

The Lessee covenants and agrees to subordinate the lien of the Lease to the lien of any mortgage of the Lessor now existing or which may in the future be placed against the Premises, and execute and deliver upon demand to the Lessor, but at Lessor's expense, such instrument or instruments in writing in form for recording, provided that such mortgagee shall consent to the Lease, and agree that the Lessee shall not be disturbed in Lessee's possession of the Premises for any reason other than one which would entitle the Lessor to terminate the Lease.

**29. Subrogation.**

(A) **Lessor.** The Lessor hereby releases the Lessee from any and all liability for any loss or damage to the building of which the Premises are a part, caused by fire or any of the extended coverage casualties, even if such fire or other casualty shall be brought about by the fault or negligence of the Lessee or any persons claiming under it, provided, however, that this release shall be in full force and effect only with respect to loss or



damage occurring during such time as the Lessor's policies of fire and extended coverage insurance shall contain a clause to the effect that this release shall not affect such policies or the right of the Lessor to recover thereunder.

(B) **Lessee.** The Lessee hereby releases the Lessor from any and all liability for any loss or damage to its property in and about the Premises, caused by fire or any of the extended coverage casualties, even if such fire or other casualty shall be brought about by the fault or negligence of the Lessor or any persons claiming under him, provided, however, that this release shall be in full force and effect only with respect to loss or damage occurring during such time as the Lessee's policies of fire and extended coverage insurance shall contain a clause to the effect that this release shall not affect such policies or the right of the Lessee to recover thereunder.

**30. Lessor's Expenditures Become Additional Rent.**

Lessor at Lessor's election, shall have the right to pay or do any act which requires the expenditure of any sums of money by reason of the failure or neglect of Lessee to perform any of the provisions of this Lease or to correct any violation of any covenant of Lessee herein set forth, and in the event Lessor shall, at Lessor's election, pay such sums or do such acts requiring the expenditures of monies, Lessee agrees to pay Lessor, upon demand, all such sums, and the sums so paid by Lessor shall, at Lessor's option, be deemed additional rent and shall be payable by Lessee as such, and may be collected or enforced as by law provided in respect to rentals. All such payments to be made by Lessee under this section shall be deemed to be and shall become additional rent hereunder whether or not the same be designated as such; and shall be due and payable on demand or together with the next succeeding installment of rent, whichever shall first occur; and Lessor shall have the same remedies for failure to pay the same as for non-payment of rent.

**31. Lessor's Right to Perform.**

In the event Lessee is due to render performance in accordance with any term or condition of this Lease and Lessee fails to render such performance within ten (10) days after written notice thereof from Lessor to Lessee, then Lessor, besides any other rights or remedies Lessor may have, shall have the right, but not the obligation, to render such performance at no liability or obligation to Lessee for any loss or damage whatsoever resulting therefrom, and to charge all costs and expenses incurred in connection therewith to Lessee, and all amounts so charged shall be due and payable immediately to Lessor upon presentment to Lessee of a statement indicating the amount

of such cost or expense. Such amounts shall become additional rent and Lessor shall have the same remedies for failure to pay same for said additional rent set forth above.

**32. Interest.**

In the event any monies become due and payable from Lessee to Lessor and payment is not promptly made when due, then any and all sums unpaid shall bear interest from the due date at the rate of 12% per annum.

**33. Attorneys' Fees.**

Lessee agrees to pay all costs and expenses of collection and reasonable attorneys' fees and costs of collection on any part of any sums due to the Lessor from the Lessee that may be collected by an attorney, suit, distress or foreclosure; and further, in the event that Lessee fails to promptly and fully perform and comply with each and every condition and covenant hereunder and the matter is turned over to Lessor's attorney, Lessee shall pay a reasonable attorney's fee plus costs, where necessary, whether suit is instituted or not.

**34. Acceptance of Surrender.**

No act or conduct of Lessor, whether consisting of the acceptance of the keys to the Premises, or otherwise, shall be deemed to be or constitute an acceptance by Lessor of the surrender of the Premises by Lessee prior to the expiration of the Term hereof, and such acceptance by Lessor of surrender by Lessee shall only flow and must be evidenced by written acknowledgment of acceptance of surrender signed by Lessor.

**35. Fire, Casualty and Condemnation.**

In the event that the Premises demised to the Lessee shall, during said Term or any extension thereof, be damaged by fire or other unavoidable casualty, then and in such event, the rent hereinbefore reserved, or a just proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Premises shall have been restored by the Lessor. In the event that fifty (50%) percent of the building, of which the Premises are a part, shall be destroyed or damaged by fire, or there shall be any like destruction or damage to the said building by taking by any public authorities for public uses, then, in the happening of either of said events, the rent hereinbefore reserved shall abate, and the Lessor or the Lessee may, at their option, within twenty (20) days of such taking or damage or destruction, terminate this Lease. In the event that the within Lease is not terminated as aforesaid, the Lessor shall forthwith restore

said Premises to the same condition as they were in before said taking or fire; and until such time as the Premises are restored, there shall be an abatement of rent.

36. **Brokerage Commission:** Lessor shall be responsible for payment of the brokerage commissions payable to KW Commercial per separate agreement.

37. **Time.** Time is of the essence of this agreement.

38. **Recording of Memorandum.** This Lease will not be recorded in the Registry of Deeds.

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

Signed, Scaled and Delivered  
In the Presence Of

**LESSOR:**

**M & S Holdings, LLC**

DocuSigned by:  
By: Michael Morin  
Michael Morin, Its Manager

\_\_\_\_\_  
Witness

**LESSEE:**

**Residuals Management International,  
LLC**

Peter Bolduc  
Peter Bolduc, its member/manager

[Signature]  
Witness



**UNCONDITIONAL GUARANTY.** For good and valuable consideration received, the undersigned does hereby unconditionally guarantee the prompt payment and performance of the Lease in accordance with all of its terms and provisions; the Lessor shall not be required to pursue or exhaust its remedies against the Lessee under the Lease, and the undersigned hereby waives recourse to all suretyship and guarantor defenses generally, it being the intent hereof that the undersigned be and shall at all times remain liable to the Lessor to the same extent as if the undersigned were jointly and severally liable with the Lessee to the Lessor under the foregoing lease for the performance of all of its terms and provisions.

Witness

Peter Bolduc, Guarantor

## EXHIBIT A

Four certain lots or parcels of land, with any improvements thereon, situated at 249 Merrow Road, Auburn, County of Androscoggin and State of Maine, further bounded and described as follows:

### PARCEL ONE:

Beginning at the southwesterly corner of land now or formerly owned by Manda Ames; thence northerly along the Merrow Road leading from Littlefield's Corner to Haskell's Corner one hundred and twenty (120) feet; thence easterly to an iron stake driven in the ground; thence southerly one hundred twenty (120) feet to land now or formerly of George Ouellette to a stake to be driven in the ground; thence westerly along line of said George Ouellette to the point of beginning; together with water rights.

### PARCEL TWO:

Beginning at an iron pin as set on the northwesterly line of land now or formerly of Randy's Inc., as evidenced by deed recorded in the Androscoggin County Registry of Deeds in Book 1614, Page 322, said pin as located five hundred twenty-two and one-tenth (522.1) feet north fifty degrees twenty-eight minutes East (N 50° 28' E) of the iron pin at the southwesterly corner of the land of said Randy's Inc.; thence North twenty-four degrees five minutes West (N 24° 05' W) two hundred eighty-two and three tenths (228.3) feet to an iron pin; thence North forty-nine degrees fourteen minutes East (N 49° 14' E) five hundred ninety-seven (597) feet to an iron pin at the line of land of the Central Maine Power Company conveyed to it by deed recorded in said Registry of Deeds in Book 1143, Page 70; thence South seventy-three degrees fifty-eight minutes East (S 73° 58' E) four hundred eighty-nine and two tenths (489.2) feet along the line of land of Central Maine Power Company to an iron pin at the line of land of Jack Bazinet conveyed to him by deed recorded in said Registry of Deeds in Book 1575, Page 91; thence South fifty degrees twenty-eight minutes West (S 50° 28' W) four hundred and six tenths (400.6) feet along the line of land of said Bazinet to an iron pipe as found at the northeasterly corner of land of said Randy's Inc.; thence North thirty-one degrees two minutes West (N 31° 02' W) one hundred twenty (120) feet along the line of land of said Randy's Inc., to a point; thence South fifty degrees twenty-eight minutes West (S 50° 28' W) five hundred sixty-five and nine tenths (565.9) feet along the line of land of said Randy's Inc., to the point of beginning. Containing 5.6 acres, more or less. This description is based on a field survey done on June 11, 1985 and all bearings as given are based on magnetic north as observed at the time of said survey.

### PARCEL THREE:

Beginning at an iron pin on the easterly line of Merrow Road marking the northwesterly corner of land now or formerly of Randy's Inc., as described by deed recorded in said Registry of Deeds in Book 1614, Page 322; thence North fifty degrees twenty-eight minutes East (N 50° 28' E) three

hundred twenty-two and one tenth (322.1) feet to the point of beginning marked by an iron pin; thence northwesterly at a right angle to the aforesaid course twenty-five (25) feet to an iron pin; thence North fifty degrees twenty-eight minutes East (N 50° 28' E) two hundred five (205) feet, more or less, to an iron pin; thence South twenty-four degrees five minutes East (S 24° 5' E) twenty-five (25) feet, more or less, to an iron pin; thence South fifty degrees twenty-eight minutes West (S 50° 28' W) two hundred (200) feet to the point of beginning.

PARCEL FOUR:

Beginning at the most southerly corner of a parcel of land now or formerly of Randy's Inc., as described in a deed which is recorded at the Androscoggin County Registry of Deeds in Book 1955, Page 64, said point of beginning as located North fifty degrees twenty-eight minutes East (N 50° 28' E) three hundred twenty-two and one-tenth (322.1) feet from an iron pin as found at the northeasterly limit of the Merrow Road at the southwesterly corner of a parcel of land of said Randy's Inc. described in a deed recorded in said Registry of Deeds in Book 1614, Page 322; thence South fifty degrees twenty-eight minutes West (S 50° 28' W) seventy-two and five-tenths (72.5) feet along the westerly line of land of said Randy's Inc., described in a deed recorded in said Registry of Deeds at Book 1614, Page 322 to an iron pin as set; thence North thirty-nine degrees thirty-two minutes West (N 39° 32' W) twenty-five and zero tenths (25.0) feet to an iron pin as set; thence North fifty degrees twenty minutes East (N 50° 20' E) seventy-two and five tenths (72.5) feet to the southwesterly corner of land of said Randy's Inc. described in a deed dated June 13, 1986 and recorded in said Registry of Deeds in Book 1955, Page 64; thence South thirty-nine degrees thirty-two minutes East (S 39° 32' E) along the southerly line of land of said Randy's Inc., described in a deed dated June 13, 1986, recorded in said Registry of Deeds in Book 1955, Page 64, a distance of twenty-five and zero tenths (25.0) feet to the point of beginning.

Containing one thousand eight hundred twelve (1,812) square feet, more or less.

This description is based on a field survey done on October 17, 1986 and a field survey done on June 11, 1985 and all bearings as given are based on Magnetic North as observed on June 11, 1985.

The above referenced premises are conveyed together with and subject to the following:

1. Underground line easement from Buck, LLC to Central Maine Power Company and Northern New England Telephone Operations, LLC as set forth in an instrument dated August 12, 2015 and recorded November 2, 2015 in the Androscoggin County Registry of Deeds in Book 9251, Page 211.
2. Underground line easement from TY Properties, LLC to Central Maine Power Company and Northern New England Telephone Operations, LLC as set forth in an instrument dated December 11, 2017 and recorded February 21, 2018 in the Androscoggin County Registry of Deeds in Book 9788, Page 195.





2-14-23 186-012  
changed ownership  
address & exempt  
status

U.S. Department of Justice

United States Marshals Service

District of Massachusetts

Boston, MA 02210

February 14, 2023

Auburn Tax Collector  
60 Court Street  
Auburn, Maine 04210

Re: Court case: 2:18-CR-00063-GZS

U.S. Real Property at 249 Merrow Road, Auburn, ME Map/Lot 186-012

On February 10, 2023, the federal government took title to the property at 249 Merrow Road through forfeiture, pursuant to an Amended Order and Final Order of Forfeiture issued by United States District Court, District of Maine.

Because this property is located within your jurisdiction, we request this property be removed from the tax roll. A copy of the Order is attached for your records.

The United States Department of Justice invokes the doctrine of sovereign immunity which precludes the payment of state and local taxes on property which has been forfeited. The United States is obligated to pay state and/or local taxes only where there has been a "clear, express and affirmative" waiver of sovereign immunity, United States v. City of Adair, 539 F. 2d 1185, 1189 (8<sup>th</sup> Cir. 1976). With regard to forfeited properties, there has been no such waiver of sovereign immunity.

In light of the Supreme Court's decision in United States v. 92 Buena Vista Ave., 113 S. Ct. 1126(1993), the Executive Office for Asset Forfeiture has issued a policy whereby the federal government will pay standard ad valorem property taxes up to the date of the Final Order Of Forfeiture. The federal government cannot pay state and/or local taxes incurred after that date. Tax liens, including interest levied against the property prior to the date of forfeiture will be honored. However, the United States is prohibited from paying any penalties.


The Asset Forfeiture Program of the United States Department of Justice is designed to and does, make substantial contributions to state and local law enforcement. Under the Equitable sharing Program, the proceeds of many forfeited properties are shared with state and local police for their use in law enforcement activities. While we cannot pay state and local taxes incurred after forfeiture, we can assure you that your jurisdiction benefits in other ways from the asset forfeiture effort of the United States.

If you have any questions regarding this matter, please feel free to contact me at (617) 646-1927. Thank you for your cooperation in this matter.

Very truly yours,

Brian Kyes  
United States Marshal  
District of Massachusetts

BY: Joseph Ranieri  
District Asset Forfeiture Coordinator

A handwritten signature in black ink, appearing to read "Gina Soo Hoo", is written over a horizontal line.

Gina Soo Hoo  
ProMinds, Inc. Seized Property Technician  
USMS/MA

Enclosure: Amended FOF

UNITED STATES DISTRICT COURT  
DISTRICT OF MAINE

UNITED STATES OF AMERICA

v.

TYLER POLAND

No. 2:18-cr-00063-GZS

2023 FEB 10 PM 1:34

U.S. MARSHALS SERVICE

**AMENDED FINAL ORDER OF FORFEITURE**

On August 2, 2022, a Final Order of Forfeiture was entered against Defendant, Tyler Poland, pursuant to 21 U.S.C. § 853, ordering defendant to forfeit the following:

Asset ID	Description	Date Seized
18-DEA-641490	Real Property located at 249 Merrow Rd, Auburn, Maine, Map/Lot # 186-012, currently owned by Ty Properties, LLC	n/a
18-IRS-000395	\$32,000 seized from TD Bank – account of Ty Auto LLC ending in 7543	3/12/2018
18-IRS-000396	\$40,000 seized from TD Bank – account of Tyler Poland ending in 4327	3/12/2018
18-IRS-000397	\$293.39 seized from TD Bank – account of Ty Construction, LLC ending in 7379	3/12/2018
18-IRS-000506	\$220,000 seized from Mechanics Savings Bank – account of DLP Builders, Inc. ending in 2585	2/28/2018
18-DEA-639293	Tag Heuer Carrera Calibre 1887 Watch	02/27/2018
18-DEA-638943	\$16,370 in U.S. Currency	02/27/2018
18-DEA-638944	\$140,000 in U.S. Currency	02/2/2018

("the Property") (Dkt. #1143).

As of August 2, 2022, the government had not yet published notice of the forfeiture of the Property on the official government website. As a result, the government did not ask the court to resolve the interests of third parties, if any, in that Final Order of Forfeiture. (*Id.*)

Between August 3, 2022 and September 1, 2022, the United States caused notice to be published for thirty (30) consecutive days on the official government website [www.forfeiture.gov](http://www.forfeiture.gov), giving notice of its intent to seek forfeiture of the Property, to



dispose of the Property in accordance with law and further notifying all third parties of their right to petition the Court within thirty (30) days for a hearing to adjudicate the validity of their alleged legal interest in the Property. (Dkt. #1286).

The time for third parties to petition the court has now expired and no timely claim or petition has been filed.

NOW THEREFORE, it is hereby **ORDERED, ADJUDGED AND DECREED** that the Property is hereby **FORFEITED** to the United States to be disposed of according to law; and

IT IS FURTHER **ORDERED** that the United States District Court shall retain jurisdiction in this case for the purpose of enforcing this Amended Final Order of Forfeiture; and

IT IS FURTHER **ORDERED** that the Clerk of the Court shall forward a certified copy of this Amended Final Order of Forfeiture to Assistant United States Attorney Donald E. Clark, 100 Middle Street, East Tower, 6<sup>th</sup> floor, Portland, Maine 04101.

SO ORDERED,

Dated: February 9, 2023

/s/ George Z. Singal  
George Z. Singal  
U.S. District Judge

## Karen Scammon

---

**From:** Assessing  
**Sent:** Tuesday, February 14, 2023 4:05 PM  
**To:** Joseph St. Peter; Karen Scammon  
**Cc:** Lindsay Harford-Waller  
**Subject:** Fw: 18-DEA-641490 249 Merrow Road, Auburn ME 04210 Parcel: 186-012-000-000  
**Attachments:** 18-DEA-641490 Tax Authority Ltr.-Received 02-14-2023.pdf

This was in the assessing email.


---

**From:** Kelsey Earle <kearle@auburnmaine.gov>  
**Sent:** Tuesday, February 14, 2023 3:03 PM  
**To:** Assessing <assessing@auburnmaine.gov>  
**Cc:** TaxOffice <TaxOffice@auburnmaine.gov>  
**Subject:** FW: 18-DEA-641490 249 Merrow Road, Auburn ME 04210 Parcel: 186-012-000-000

Please see below and attached.

### Kelsey Earle

Deputy Finance Director & Tax Collector  
60 Court Street | Auburn, Maine 04210 | 207.333.6601 X1174

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**From:** Danny Kim <danny.kim@colliersgov.com>  
**Sent:** Tuesday, February 14, 2023 2:51 PM  
**To:** Kelsey Earle <kearle@auburnmaine.gov>  
**Cc:** TaxOffice <TaxOffice@auburnmaine.gov>  
**Subject:** Re: 18-DEA-641490 249 Merrow Road, Auburn ME 04210 Parcel: 186-012-000-000

Some people who received this message don't often get email from [danny.kim@colliersgov.com](mailto:danny.kim@colliersgov.com). [Learn why this is important](#)  
Good Afternoon Assessor,

This property is under Amended Order of Forfeiture dated 02/09/2023.

Please see attached Amended Final Order of Forfeiture and US Marshals Tax letter for your reference.  
The date of the Amended Final Order of Forfeiture is the date on which the United States will no longer pay state or local taxes.

Please remove the tax roll as of 02/09/2023 onward.

Thank you.

Danny Kim  
Government Services

Dir +1 818 325 4137 Fax +1 818 325 4037

[danny.kim@colliersgov.com](mailto:danny.kim@colliersgov.com)

Colliers International 6324 Canoga Ave, Ste 100, Woodland Hills, CA 91367 | USA

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

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\*\*\*\*WIRE FRAUD ALERT: All parties acknowledge that neither the asset manager(s), broker(s), nor agent(s) involved in the transaction will relay any wire information related to this transaction. Criminals are hacking into agent and title company email accounts and sending fraudulent wire information. DO NOT WIRE ANY FUNDS WITHOUT PERSONALLY SPEAKING DIRECTLY WITH THE OFFICE THAT IS CLOSING THE TRANSACTION.\*\*\*\*

On Thu, Aug 11, 2022 at 8:03 AM Danny Kim <[danny.kim@colliersgov.com](mailto:danny.kim@colliersgov.com)> wrote:

Good Morning Kelsey,

Received.

Thank you very much for your quick response.

Danny Kim

Government Services

Dir +1 818 325 4137 Fax +1 818 325 4037

[danny.kim@colliersgov.com](mailto:danny.kim@colliersgov.com)

Colliers International 16830 Ventura Blvd Ste J | Encino, CA 91426 | USA

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

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In the event the attached Orders do not address payment to the taxing authorities and the taxing authorities have not yet filed a claim in the underlying forfeiture action, the Department of Justice, as a matter of policy, will nonetheless pay all outstanding ad valorem property taxes and interest, up to the date of the sale of the property pursuant to the Interlocutory Sale Order or, or the entry of a Final Order of Forfeiture, whichever comes first.

Meanwhile, please send us a copy of the current tax bill for our records to: [danny.kim@colliersgov.com](mailto:danny.kim@colliersgov.com). Thank you for your cooperation.

Respectfully yours,

Danny Kim

Colliers International on behalf of USMS

Attached- Restraining Order and Order For Interlocutory sale

Government Services

Dir +1 818 325 4137 Fax +1 818 325 4037

[danny.kim@colliersgov.com](mailto:danny.kim@colliersgov.com)

Colliers International 16830 Ventura Blvd Ste J | Encino, CA 91426 | USA

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the FDIC and/or USMS to any term or condition of any transaction involving or related to any FDIC or USMS property. The FDIC and USMS are bound by the terms or conditions of any transaction involving or related to any FDIC or USMS property only upon the written approval of the transaction and the execution of the transactional documents by a FDIC or USMS employee with the appropriate level of delegated authority for such matters.

\*\*\*\*WIRE FRAUD ALERT: All parties acknowledge that neither the asset manager(s), broker(s), nor agent(s) involved in the transaction will relay any wire information related to this transaction. Criminals are hacking into agent and title company email accounts and sending fraudulent wire information. DO NOT WIRE ANY FUNDS WITHOUT PERSONALLY SPEAKING DIRECTLY WITH THE OFFICE THAT IS CLOSING THE TRANSACTION.\*\*\*\*

On Thu, Aug 11, 2022 at 8:02 AM Kelsey Earle <[kearle@auburnmaine.gov](mailto:kearle@auburnmaine.gov)> wrote:


Good morning,  
Please see attached for statements of amounts due as well as a copy of the most recent tax bill. If you require any other information, please reach out to me at this email address.

Thank you,

**Kelsey Earle**

Deputy Finance Director & Tax Collector

60 Court Street | Auburn, Maine 04210 | 207.333.6601 X1174

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**From:** Danny Kim <[danny.kim@colliersgov.com](mailto:danny.kim@colliersgov.com)>

**Sent:** Thursday, August 11, 2022 10:35 AM

**To:** Assessing Department <[AssessingDepartment@ci.auburn.me.us](mailto:AssessingDepartment@ci.auburn.me.us)>; TaxOffice <[TaxOffice@auburnmaine.gov](mailto:TaxOffice@auburnmaine.gov)>

**Subject:** 18-DEA-641490 249 Merrow Road, Auburn ME 04210 Parcel: 186-012-000-000

City of Auburn  
60 Court Street,  
Auburn, ME 04210

18-DEA-641490 249 Merrow Road, Auburn ME 04210 Parcel: 186-012-000-000

**Notice: The Court Has Ordered the Sale of the Above Property**

Dear Assessor/Tax Collector,

The United States is seeking the forfeiture of the above property as the proceeds of crime or as property which facilitated a crime. The federal district court entered the attached Order for Interlocutory Sale of the above property. The Order for Interlocutory Sale directs the United States through the United States Marshals Service (USMS) to sell the property. The net proceeds of the sale will be substituted for the property in the forfeiture action filed by the United States.

Colliers International is an independent contractor providing services to the USMS. Colliers has been tasked to assist the USMS with the sale of the property. As soon as the property is under contract, the title company engaged to close the sale of the property will contact your office for the final tax bill to be paid at closing.

**The final tax bill will be determined in accordance with the terms set forth in the attached Order for Interlocutory Sale and/or the attached Stipulation and Order entered into between the United States and the taxing authorities in the underlying federal forfeiture action.**



186-012

## Recycler License Zoning Renewal

THE COMPLETION OF THIS FORM IS REQUIRED FOR THE RENEWAL OF YOUR RECYCLER LICENSE. IT MUST BE COMPLETED AND SIGNED BY AN AUTHORIZED CITY/TOWN OFFICIAL, AND THE OFFICIAL'S SIGNATURE MUST BE NOTARIZED.

This is to certify that Buck's Auto is in compliance with all  
Trade name of recycler business  
249 Merrow St Auburn ME  
local building codes and all zoning and land use regulatory statutes, laws and ordinances,  
including the issuance of all necessary permits required for the operation of this business.

Signature of authorized city/town official

DIRECTOR OF PLANNING  
Official Title

Auburn  
Signing for Town/City of

### NOTARIZATION REQUIRED

State of Maine  
County of Androscoggin ss 7-30 2008

Then personally appeared the above named David Galbraith  
Town/City Official Signature

and acknowledged the foregoing instrument to be his/her free act and deed.

Before me Cynthia L. Loug  
Notary Public/Justice of the Peace

My Commission Expires 11-10 2012

Town /City Official's Signature to be Notarized





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**Development   Review   Application   for   Residuals  
Management International, LLC., Auburn, ME**

**Exhibit 5 – Accessors Cards for Existing Buildings**

## Unofficial Property Record Card - Auburn, ME

### General Property Data

Parcel ID	186-012	Account Number	186012000
Prior Parcel ID			
Property Owner	CITY OF AUBURN TY PROPERTIES LLC, PARTY IN POSSESSION	Property Location	249 MERROW RD
Mailing Address	474 QUAKER RIDGE RD	Property Use	MIXED USE
City	GREENE	Most Recent Sale Date	11/21/2017
Mailing State	ME	Legal Reference	9733-341
Zip	04236	Grantor	LLC CENTRAL MAINE LANVEST
ParcelZoning	N/A	Sale Price	500,000
		Land Area	9.520 acres

### Current Property Assessment

Card 1 Value	Building Value	82,500	Xtra Features Value	0	Land Value	235,200	Total Value	317,700
Total Parcel Value	Building Value	925,500	Xtra Features Value	33,700	Land Value	235,200	Total Value	1,194,400

### Building Description

Building Style	COLONIAL	Foundation Type	CONC BLOCK	Flooring Type	CARPET
# of Living Units	1	Frame Type	WOOD	Basement Floor	CONCRETE
Year Built	1948	Roof Structure	GABLE	Heating Type	FORCED H/W
Building Grade	FAIR-AV	Roof Cover	ASPHALT SH	Heating Fuel	OIL
Building Condition	N/A	Siding	VINYL	Air Conditioning	0%
Finished Area (SF)	2025	Interior Walls	DRYWALL	# of Bsmt Garages	1
Number Rooms	9	# of Bedrooms	3	# of Full Baths	1
# of 3/4 Baths	0	# of 1/2 Baths	0	# of Other Fixtures	1

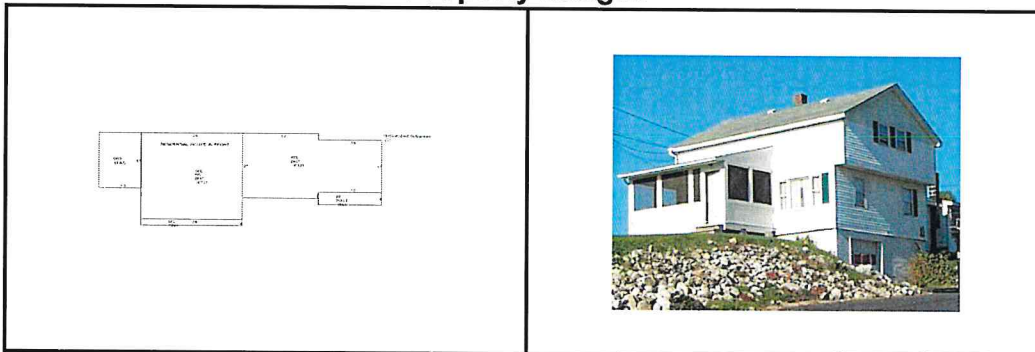
### Legal Description

T BUCK CONSTRUCTION 12/4/07 abated \$11,100

### Narrative Description of Property

This property contains 9.520 acres of land mainly classified as MIXED USE with a(n) COLONIAL style building, built about 1948 , having VINYL exterior and ASPHALT SH roof cover, with 0 commercial unit(s) and 1 residential unit(s), 9 room(s), 3 bedroom(s), 1 bath(s), 0 half bath(s).

### Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

## Unofficial Property Record Card - Auburn, ME

### General Property Data

Parcel ID	186-012	Account Number	186012000
Prior Parcel ID			
Property Owner	CITY OF AUBURN	Property Location	249 MERROW RD AUBURN
	TY PROPERTIES LLC, PARTY IN POSSESSION	Property Use	MIXED USE
Mailing Address	474 QUAKER RIDGE RD	Most Recent Sale Date	11/21/2017
		Legal Reference	9733-341
City	GREENE	Grantor	LLC CENTRAL MAINE LANVEST
Mailing State	ME	Sale Price	500,000
Zip	04236	Land Area	9.520 acres
ParcelZoning	N/A		

### Current Property Assessment

Card 2 Value	Building Value	251,000	Xtra Features Value	33,700	Land Value	0	Total Value	284,700
Total Parcel Value	Building Value	925,500	Xtra Features Value	33,700	Land Value	235,200	Total Value	1,194,400

### Building Description

Building Style	LIGHT IND	Foundation Type	SLAB	Flooring Type	N/A
# of Living Units	0	Frame Type	METAL	Basement Floor	N/A
Year Built	1987	Roof Structure	GABLE	Heating Type	WARM & COOL
Building Grade	AVERAGE	Roof Cover	METAL	Heating Fuel	OIL
Building Condition	N/A	Siding	CORREG STL	Air Conditioning	0%
Finished Area (SF)	5920	Interior Walls	N/A	# of Bsmt Garages	0
Number Rooms	0	# of Bedrooms	0	# of Full Baths	0
# of 3/4 Baths	0	# of 1/2 Baths	0	# of Other Fixtures	0

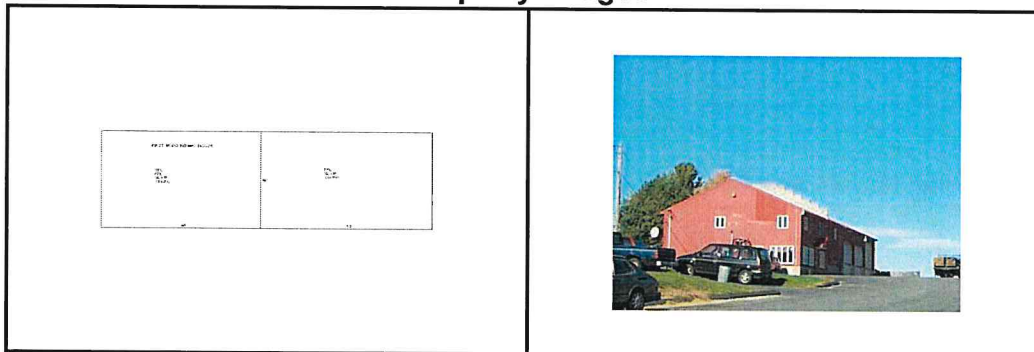
### Legal Description

T BUCK CONSTRUCTION 12/4/07 abated \$11,100

### Narrative Description of Property

This property contains 9.520 acres of land mainly classified as MIXED USE with a(n) LIGHT IND style building, built about 1987 , having CORREG STL exterior and METAL roof cover, with 0 commercial unit(s) and 0 residential unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

### Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.



## Unofficial Property Record Card - Auburn, ME

### General Property Data

Parcel ID	186-012	Account Number	186012000
Prior Parcel ID			
Property Owner	CITY OF AUBURN TY PROPERTIES LLC, PARTY IN POSSESSION	Property Location	249 MERROW RD AUBURN
Mailing Address	474 QUAKER RIDGE RD	Property Use	MIXED USE
City	GREENE	Most Recent Sale Date	11/21/2017
Mailing State	ME	Legal Reference	9733-341
Zip	04236	Grantor	LLC CENTRAL MAINE LANVEST
ParcelZoning	N/A	Sale Price	500,000
		Land Area	9,520 acres

### Current Property Assessment

Card 3 Value	Building Value	140,100	Xtra Features Value	0	Land Value	0	Total Value	140,100
Total Parcel Value	Building Value	925,500	Xtra Features Value	33,700	Land Value	235,200	Total Value	1,194,400

### Building Description

Building Style	GARAGE	Foundation Type	SLAB	Flooring Type	N/A
# of Living Units	0	Frame Type	METAL	Basement Floor	N/A
Year Built	1987	Roof Structure	GABLE	Heating Type	RADIANT HW
Building Grade	FAIR	Roof Cover	METAL	Heating Fuel	OIL
Building Condition	N/A	Siding	CORREG STL	Air Conditioning	0%
Finished Area (SF)	8000	Interior Walls	N/A	# of Bsmt Garages	0
Number Rooms	0	# of Bedrooms	0	# of Full Baths	0
# of 3/4 Baths	0	# of 1/2 Baths	0	# of Other Fixtures	0

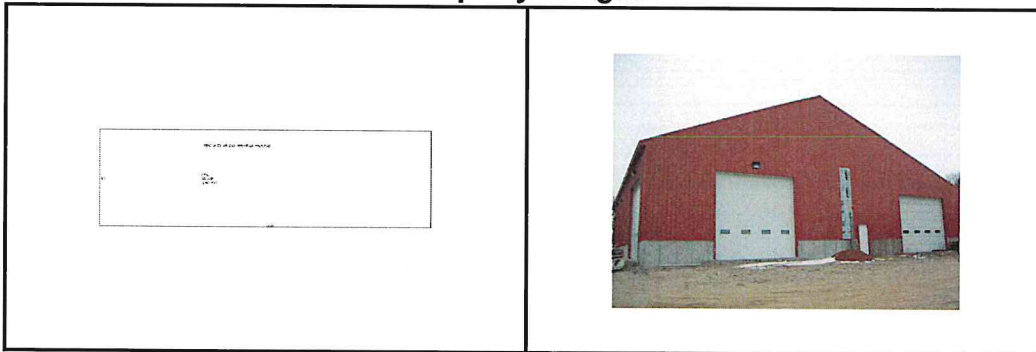
### Legal Description

T BUCK CONSTRUCTION 12/4/07 abated \$11,100

### Narrative Description of Property

This property contains 9.520 acres of land mainly classified as MIXED USE with a(n) GARAGE style building, built about 1987 , having CORREG STL exterior and METAL roof cover, with 0 commercial unit(s) and 0 residential unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

### Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

## Unofficial Property Record Card - Auburn, ME

### General Property Data

Parcel ID	186-012	Account Number	186012000
Prior Parcel ID			
Property Owner	CITY OF AUBURN TY PROPERTIES LLC, PARTY IN POSSESSION	Property Location	249 MERROW RD AUBURN
Mailing Address	474 QUAKER RIDGE RD	Property Use	MIXED USE
City	GREENE	Most Recent Sale Date	11/21/2017
Mailing State	ME	Legal Reference	9733-341
Zip	04236	Grantor	LLC CENTRAL MAINE LANVEST
ParcelZoning	N/A	Sale Price	500,000
		Land Area	9.520 acres

### Current Property Assessment

Card 4 Value	Building Value	451,900	Xtra Features Value	0	Land Value	0	Total Value	451,900
Total Parcel Value	Building Value	925,500	Xtra Features Value	33,700	Land Value	235,200	Total Value	1,194,400

### Building Description

Building Style	LIGHT IND	Foundation Type	SLAB	Flooring Type	N/A
# of Living Units	0	Frame Type	METAL	Basement Floor	N/A
Year Built	2018	Roof Structure	GABLE	Heating Type	PKG UNIT
Building Grade	AVERAGE	Roof Cover	ASPHALT SH	Heating Fuel	GAS
Building Condition	N/A	Siding	CORREG STL	Air Conditioning	0%
Finished Area (SF)	7600	Interior Walls	N/A	# of Bsmt Garages	0
Number Rooms	0	# of Bedrooms	0	# of Full Baths	0
# of 3/4 Baths	0	# of 1/2 Baths	0	# of Other Fixtures	0

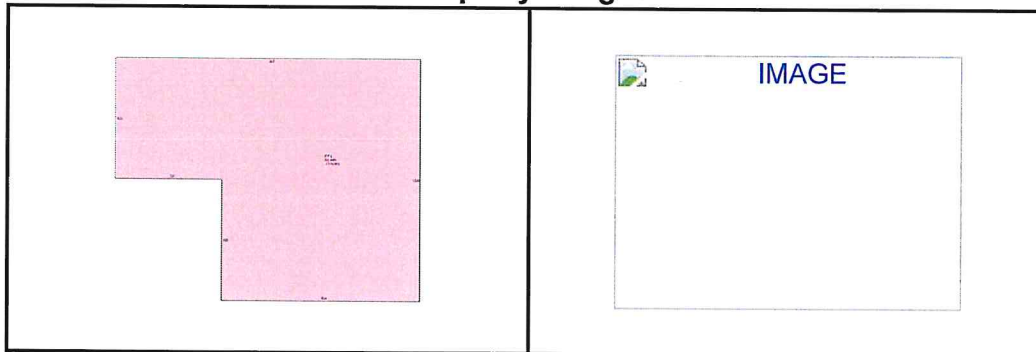
### Legal Description

T BUCK CONSTRUCTION 12/4/07 abated \$11,100

### Narrative Description of Property

This property contains 9.520 acres of land mainly classified as MIXED USE with a(n) LIGHT IND style building, built about 2018 , having CORREG STL exterior and ASPHALT SH roof cover, with 0 commercial unit(s) and 0 residential unit(s), 0 room(s), 0 bedroom(s), 0 bath(s), 0 half bath(s).

### Property Images



Disclaimer: This information is believed to be correct but is subject to change and is not warranted.

Exhibit

6

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**Development Review Application for Residuals  
Management International, LLC., Auburn, ME**

**Exhibit 6 – FEMA Flood Mapping**



# National Flood Hazard Layer FIRMette

70°17'8"W 44°43'1"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

**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, Area of 1% Annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone 2
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee, Zone X
- Area with Flood Risk due to Levee Zone D

**OTHER AREAS OF FLOOD HAZARD**

- NO SCREEN
- Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone
- GENERAL STRUCTURES
  - Channel, Culvert, or Storm Sewer
  - Levee, Dike, or Floodwall

- OTHER FEATURES**
  - Cross Sections with 1% Annual Chance Water Surface Elevation
    - Coastal Transect
    - Base Flood Elevation Line (BFE)
    - Limit of Study
    - Jurisdiction Boundary
    - Coastal Transect Baseline
    - Profile Baseline
    - Hydrographic Feature

- MAP PANELS**
  - Digital Data Available
  - No Digital Data Available
  - Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/1/2023 at 9:20 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



0 250 500 1,000 1,500 2,000 Feet

70°16'31"W 44°4'5"N



Exhibit  
**7**

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**Development Review Application for Residuals  
Management International, LLC., Auburn, ME**

**Exhibit 7 – Access Management & Traffic**

## EXHIBIT 7: ACCESS MANAGEMENT AND TRAFFIC

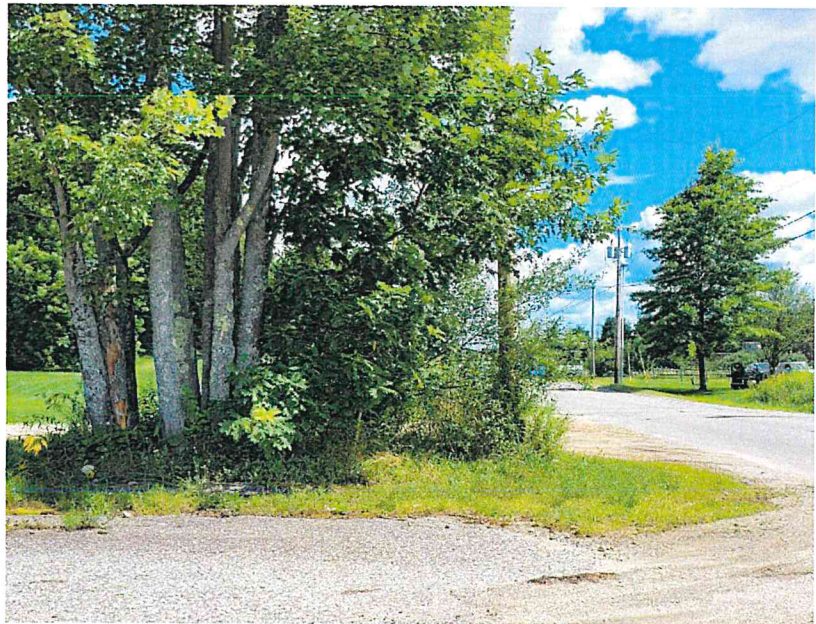
No changes to site access are proposed as part of this application.



Merrow Road has a posted speed limit of 35 MPH. At that speed, the site must have a minimum sight distance of 350-ft in both directions for safe access according to Ordinance Section 60-799.

The yellow line in this aerial view shows the total distance of about 700-ft with the driveway from 249 Merrow in the middle. The road is straight and level so no hills obstruct line of sight.

A site visit was done August 1, 2023 to determine available line of site. The image to the right shows the view east from 10-ft-back from the edge of pavement. The existing brush and shrub growth near the utility pole block the view and must be removed. The trees in this photo do not need to be removed to attain the 350-ft line of site.



Looking west from the same location, the 350-ft distance would be near the entrance to 280 Merrow Road. Looking closely at the photo on the following page, you can see the surveyor in the yellow vest walking away. He is at the 350-ft distance. On the date of the inspection a tree had fallen into the road and partially obscured the view. This tree and some small shrubs should be removed in this direction as well.





No new curb cuts on to Merrow Road are proposed or required. The existing single access to the lot will be adequate to safely provide access to and egress from the lot.

## TRAFFIC GENERATION

The following land uses are proposed onsite. According to the Institute of Traffic Engineers Trip Generation Manual, 9<sup>th</sup> Edition, the project will generate a peak rate of 16 trips per hour. Please see the table below.

The Maine Department of Transportation Map Viewer online shows the Annual Average Daily Traffic (AADT) for Merrow Road to be 1,726 vehicles per day with an hourly capacity of 1,000 vehicles. The projected peak hour increase from this property is 1.6% of the hourly capacity. New traffic generated from this project will have minimal impact on the traffic on Merrow Road.

Area	Classification	Trip/Hour	Total	ITE Land Use Code
4000	SF Light Industrial	0.97 /1000 SF	3.9	110 - Gen. Light Industrial
9680	SF Warehouse	0.32 /1000 SF	3.1	150 - Warehouse
3840	SF Office	1.49 /1000 SF	5.7	710 - General Office
5	Rooms Residential	0.58 /DU	2.9	221 - Low-Rise Apartments
Total		CALCULATED	15.6	TRIPS

USE	16	TRIPS
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