

APPROVED BY THE TOWN OF BOWDOINHAM PLANNING BOARD

DATE	
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DATE	

- ### LEGEND
- SET PS REBAR WITH PLASTIC CAP STAMPED BEST 2108
  - FOUND PS REBAR (STAMPING AS NOTED)
  - FOUND ROW PIPE (SIZE AS NOTED)
  - LT UTILITY POLE
  - ⊕ TREE OCCURIOUS N/ SWB WRE FENCE (BW)
  - ⊕ TREE CONSPICUOUS W/ SWB WRE FENCE (BW)
  - (123 45) PARADISE DENOTE RECORD DATA
  - STONE WALL
  - 1 — SWB WRE FENCE (BW)
  - 2 — ABUTTER OR RIGHT-OF-WAY LINE
  - 3 — BOUNDARY LINE
  - 4 — ROW OR FORESTRY OWNED BY N/T
  - ..... UNDEVELOPED MUDFLAT LINE
  - 1234/567 DEED BOOK AND PAGE (CROSS)
  - 45-6-78 TAX MAP-BLOCK-LOT

- ### NOTES
1. DATUMS: HORIZONTAL, MAINE STATE PLANE WEST AS ESTABLISHED WITH STATIC GPS AND POST PROCESSING. VERTICAL, NAVD 83 AS ESTABLISHED BY STATIC GPS AND POST PROCESSING.
  2. OWNERSHIP OF THE PROPERTY SHOWN CAN BE FOUND IN THE DEED OF THE ESTATE OF HELEN MOODY TO JON MOODY DATED MAY 29, 2013 AND RECORDED IN DEED BOOK 3311, PAGE 88 IN THE SAGadahoc COUNTY REGISTER OF DEEDS.
  3. PLAN REFERENCES:
    - a. PLAN BENTLEY BOUNDARY SURVEY FOR MARILYN M. & MARK C. HINCKLEY DIVISION OF LAND, 7 HATCO POINT LANE BOWDOINHAM, SAGadahoc COUNTY MAINE, DATED MAY 29, 2021.
    - b. PLAN BENTLEY BOUNDARY SURVEY FOR MARILYN M. & MARK C. HINCKLEY DIVISION OF LAND, 7 HATCO POINT LANE BOWDOINHAM, SAGadahoc COUNTY MAINE, DATED MAY 29, 2021.
  4. PROPERTY LINES AS SHOWN ARE BASED UPON PLANS REFERENCED IN NOTE 3a & 3b AND FOUND MONUMENTATION.
  5. CONTOURS BASED UPON INFORMATION OBTAINED FROM THE MAINE GIS SYSTEM.
  6. THE PROPERTY IS IDENTIFIED ON THE TOWN OF BOWDOINHAM TAX ASSESSORS MAP R12 PARCEL 15.
  7. THE PARCEL IS LOCATED WITHIN THE AGRICULTURE / RESIDENTIAL ZONE. THE PARCEL IS ALSO LOCATED WITHIN THE RESOURCE PROTECTION AND SHORELAND ZONE AS DEFINED BY THE TOWN OF BOWDOINHAM ZONING MAP.
  8. BULK AND SPACE REQUIREMENTS FOR THE AGRICULTURE / RESIDENTIAL ZONE ARE AS FOLLOWS:
 

MINIMUM LOT SIZE	1 ACRE
MINIMUM ROAD FRONTAGE	150'
MINIMUM ROAD FRONTAGE SETBACK	50'
SIDE SETBACK	15'
REAR SETBACK	15'
  9. LOCATION OF WELLS SHOWN ARE BASED UPON INFORMATION PROVIDED BY CLIENT AND GOOGLE EARTH. THESE WELLS HAVE NOT BEEN SURVEYED FOR THEIR PHYSICAL LOCATIONS.
  10. THE 297 SETBACK FROM ASSOCIATED FRESHWATER TOWNSHIPS IS APPROXIMATE ONLY. THE LOCATION OF THE FRESHWATER TOWNSHIPS HAS NOT BEEN SURVEYED OR LOCATED. WE SUGGEST THAT THE RESOURCE BE LOCATED PRIOR TO THE DEVELOPMENT OF THIS PARCEL.

### CONCEPTUAL PLAN

**BOWDOINHAM**  
IN  
SAGadahoc COUNTY  
MAINE

SCALE: 1"=100'

PREPARED FOR:  
HILTI ENGINEERING LLC  
45 HILTI ROAD  
BOWDOINHAM, MAINE 04020

SEPTEMBER 10, 2021

**BOUNDARY ENGINEERING SURVEY TECHNOLOGY**  
25 TIBBONS LANE  
BOWDOINHAM, MAINE 04020  
TELEPHONE 939-8287  
FAX 939-8379  
DRAWING FILE: 021-029

REV C - REVISION FOR PLANNING BOARD AND COST REVIEW 10/18/2021

MAINE STATE ENGINEERING BOARD  
REGISTERED PROFESSIONAL ENGINEER  
NO. 1218  
DATE: 08/20/2018

Hatch Point Enterprises, LLC

**Vehicular Access** – The proposed site layout will provide for safe access to and egress from public and private roads.

The development will be accessed from Route 24/River Road. A new entrance has been approved by Maine Department of Transportation and will be constructed in accordance with Maine DOT standards. As part of the approval vegetation to the south will need to be removed to improve sight distances. Hatch Point Lane, a private way, is approximately 500 feet from the proposed entrance. The closest public road intersection is South Pleasant Street, approximately 1900 feet. The proposed entrance will be approximately 260 feet north of an existing driveway. The existing driveway is 40 feet wide with a 12inch culvert.



# Maine Department of Transportation

Janet T. Mills  
Governor

## Driveway/Entrance Permit

Bruce A. Van Note  
Commissioner

Permit Number: 30265 - Entrance ID: 1

### LOCATION

**OWNER**  
 Name: **Jon Moody**  
 Address: **426 Augusta-Rockland Road**  
**Windsor, ME 04363**  
 Telephone: **(207)807-2675**

Route: **0024X, River Road**  
 Municipality: **Bowdoinham**  
 County: **Sagadahoc**  
 Tax Map: **R12 Lot Number: 015**  
 Culvert Size: **15 inches**  
 Culvert Type: **metal/plastic**  
 Culvert Length: **36 feet**  
 Date of Permit: **October 06, 2021**  
 Approved Entrance Width: **22 feet**

Date Printed: October 06, 2021

In accordance with rules promulgated under 23 M.R.S.A., Chapter 13, Subchapter I, Section 704, the Maine Department of Transportation (MaineDOT) approves a permit and grants permission to perform the necessary grading to construct, in accordance with sketch or attached plan, **an Entrance to Commercial Industrial** at a point **1374 feet South** from **South Pleasant Street**, subject to the Chapter 299 Highway Driveway and Entrance Rules, standard conditions and special conditions (if any) listed below.

### Conditions of Approval:

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

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

G - THE ENTRANCE SHALL BE LOCATED AT GPS COORDINATES: 44.067211N, -69.813080W.

S - THE ENCLOSED NOTICE OF AUTHORIZATION TO PROCEED MUST BE POSTED IN A LOCATION CLEARLY VISIBLE FROM THE ROADWAY FROM AT LEAST 24 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION TO ONE MONTH AFTER THE CONCLUSION OF THE CONSTRUCTION.

S - OWNER IS RESPONSIBLE FOR ANY AND ALL CULVERT(S) AND MUST DITCH TO ENSURE WATER FLOWS ADEQUATELY THRU CULVERT(S) AND AT NO TIME ALLOW WATER TO FLOW INTO OR ONTO THE HIGHWAY.

S - THE ENTRANCE INCLUDING ALL RADII MUST BE PAVED FROM THE EDGE OF PAVEMENT OF THE HIGHWAY TO THE HIGHWAY RIGHT OF WAY OR TO THE LENGTH OF THE DESIGN VEHICLE, WHICHEVER IS GREATER.

S - PERMITTEE MUST KEEP BUSHES & ALL VEGETATION CUT BACK AND CLEARED AS GENERAL MAINTENANCE OF SIGHT DISTANCE FOR DRIVEWAYS OR ENTRANCES.

S - ENTRANCE MUST NOT BE USED TO PROVIDE ACCESS TO ANY PORTION OF A SUBDIVISION.

Approved by:  Date: 10/07/21

## STANDARD CONDITIONS AND APPROVAL

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

## FURTHER CONDITION OF THE PERMIT

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

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

State of Maine  
Department of Transportation  
Mid Coast Region  
98 State House Station, Augusta, Maine 04333  
Telephone (207) 624-8200 Fax (207) 287-4753

**NOTICE OF AUTHORIZATION TO PROCEED**

THIS CERTIFICATE MUST BE POSTED IN A VISIBLE LOCATION AT THE  
DEVELOPMENT SITE

A Maine Department of Transportation, Mid Coast Region permit has been issued for this location. Descriptions of the approved development, including conditions of approval, are as specified in Department of Transportation, Mid Coast Region Permit identified below. Copies of the actual permit have been provided to the Permittee and are available for inspection at the Mid Coast Region, Augusta office.

**Permit No: 30265**

**Issued To: Jon Moody**

**Effective Date: October 6, 2021**

**Expiration for Start Up: October 2023**


**Authorized Activity: Entrance Commercial Industrial**

**Location: Bowdoinham County: Sagadahoc**

**Route No. and Road Name: 0024X, River Road**

**Route Log Mile(s): 31.17 RT**

**Culvert Required: 15"X36' Metal or Plastic**

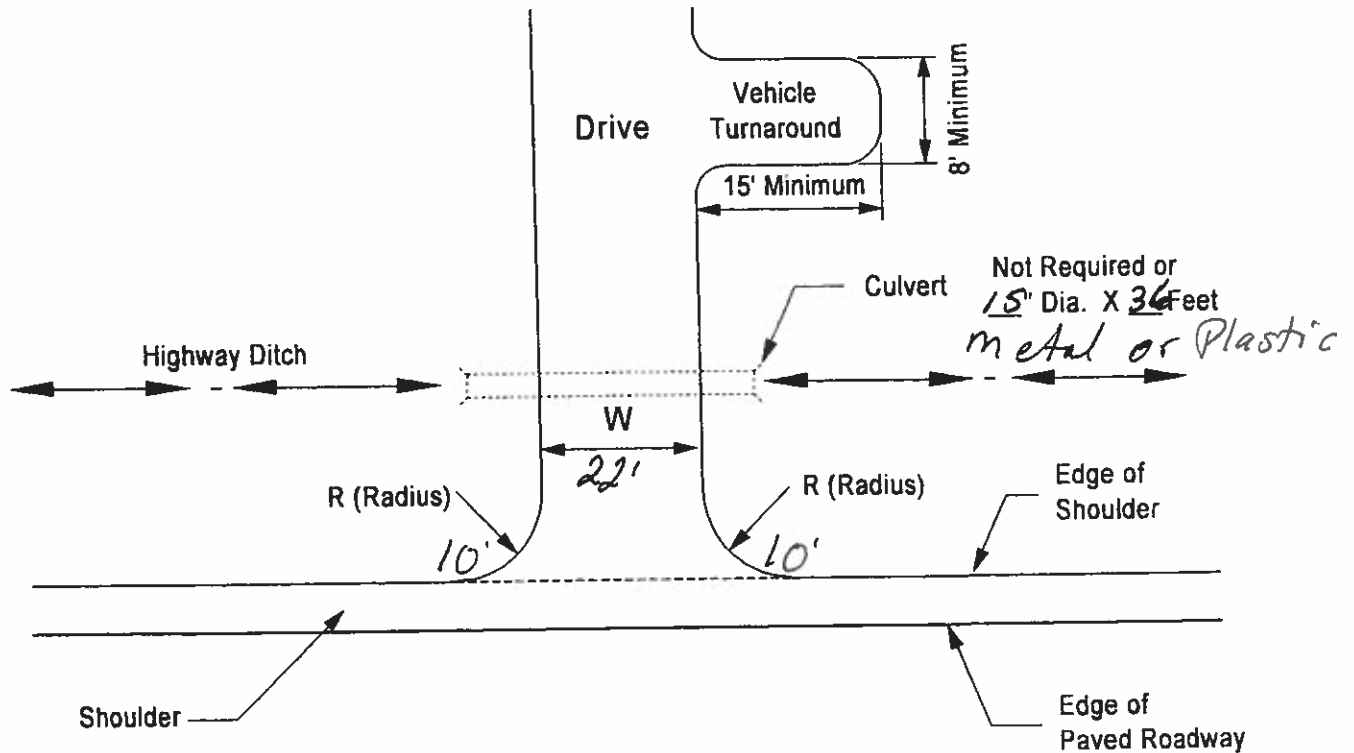
Signed:   
Brian Reeves, Region Engineer  
Maine Department of Transportation, Region 2

**(THIS CERTIFICATE IS NOT A PERMIT)**  
(This notice is printed on weather proof paper)



# Entrance / Driveway Details

## PLAN

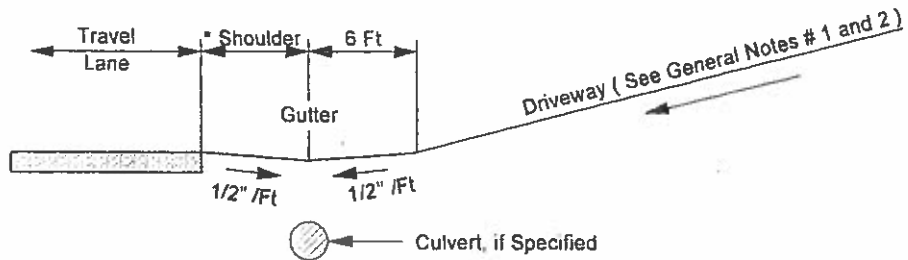


### GENERAL NOTES -

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

# MaineDOT Entrance/Driveway Details, Continued

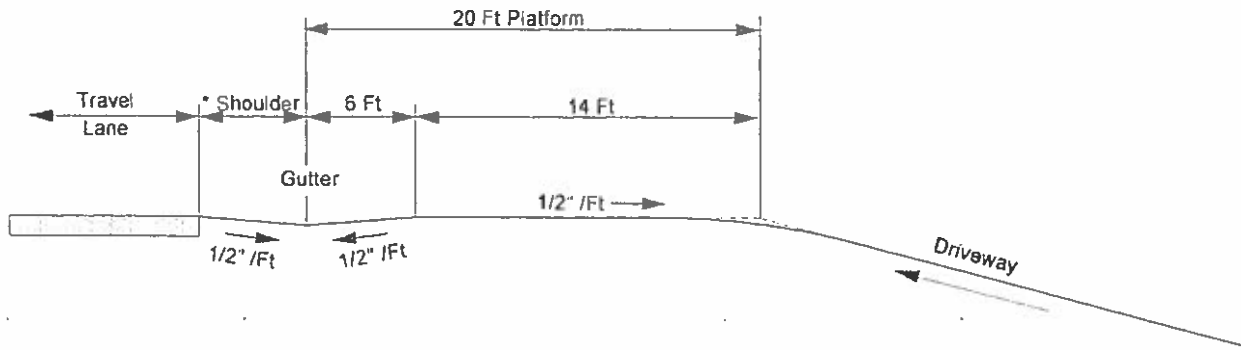
## PROFILE Details



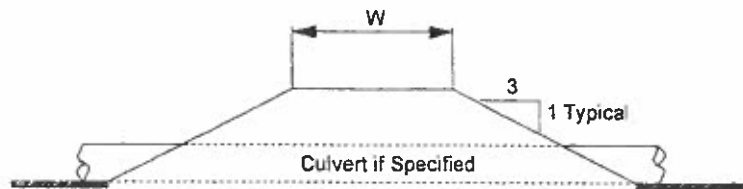
**NOTE :**

Grade of Existing Shoulder Should Be Maintained To Create A Gutter With a Minimum Of Three Inches Below The Edge Of Traveled Way.

\* Distance Of The Gutter From The Edge Of Traveled Way Should Be The Same As Existing Shoulder Or A Minimum Of 4 Feet.



## Driveway Cross Section



**Internal Vehicular Circulation** – The proposed site layout will provide for the safe movement of passenger, service, and emergency vehicles through the site.

The development will be serviced by a 18ft wide road with two-foot shoulders and be safe for vehicular, pedestrian, cyclist, emergency vehicles and deliveries to use. Due to the history of the site, it is our goal to minimize our impact on the land by minimizing excessive grading and maintain as much of the existing vegetation as possible. The main parking area will lawn parking and not a gravel parking area. It will accommodate 50 cars. The road system will allow for guest drop off at the front of the venue by utilizing a one-way system.

**Pedestrian Circulation** – The proposed site layout will provide for safe pedestrian circulation both on-site and off-site.

The development will provide a safe pedestrian system for guests and vendors. The system will consist of 4-foot-wide wood chip paths. These will connect the parking area with the venue, accessory structure and the new cabin.

**Municipal Services** – The development will not have an unreasonable adverse impact on municipal services, including municipal road systems, fire department, solid waste program, schools, open spaces, recreational programs and facilities, and other municipal services and facilities.

The proposed development will not have any adverse impact on municipal services. The venue will utilize a sprinkler system to enhance fire safety and utilize a private company for the removal of solid waste.

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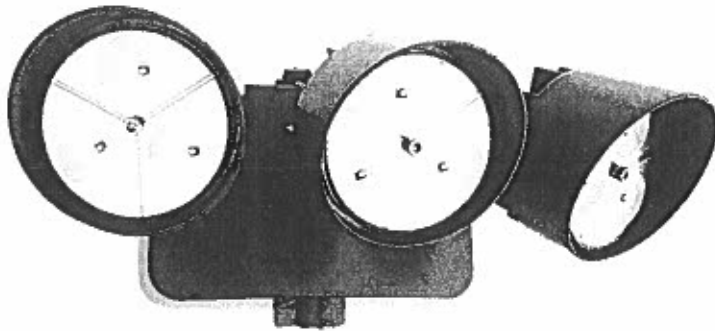
**Visual Impact** – The proposed development will not have an adverse effect on the scenic or natural beauty of the area, including water views and scenic views.

The proposed venue will be located approximately 275 feet from the Kennebec River and is not visible from the Public Road known as River Road. The design of the of the exterior of the venue will be black and will fit harmoniously with the surrounding natural environment. The proposed development is not located in any viewsheds.



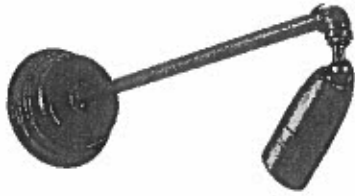
**Lighting** – All exterior lighting will be designed to avoid undue glare, adverse impact on neighboring properties and rights-of-ways, and the unnecessary lighting of the night sky.

The venue will have adequate lighting to ensure the safety of guests. The front of the venue will be illuminated with a downward facing gooseneck style light. The entrances to the venue will be illuminated with two recess lights. Security lighting will be located on the four corners of the venue. These light fixtures will be adjustable and shielded so as to not illuminate the night sky. The walkways and parking areas will utilize low intensity solar lights.



**Signage** – The proposed signage will not detract from the design of the proposed development and the surrounding properties and will not constitute hazards to vehicles and pedestrians.

The sign by the road will be located at a right angle to the road and will be no greater than 15 square feet. IT will be secured using decorative wooden posts with a natural wood stain. The sign will be illuminated with a shielded light fixture.



**Buildings** – The proposed structures will relate harmoniously to the terrain and to existing buildings in the vicinity, so as to have a minimally adverse effect on the environmental and aesthetic qualities of the neighboring areas.

The proposed buildings are not in close proximity or in the vicinity of any other buildings or roadways. River Road is approximately 1800 feet from the building. The building will be an elegant black barn with a white interior. The design is in keeping with the New England vernacular with use of wood siding, shingles on a pitched roof.

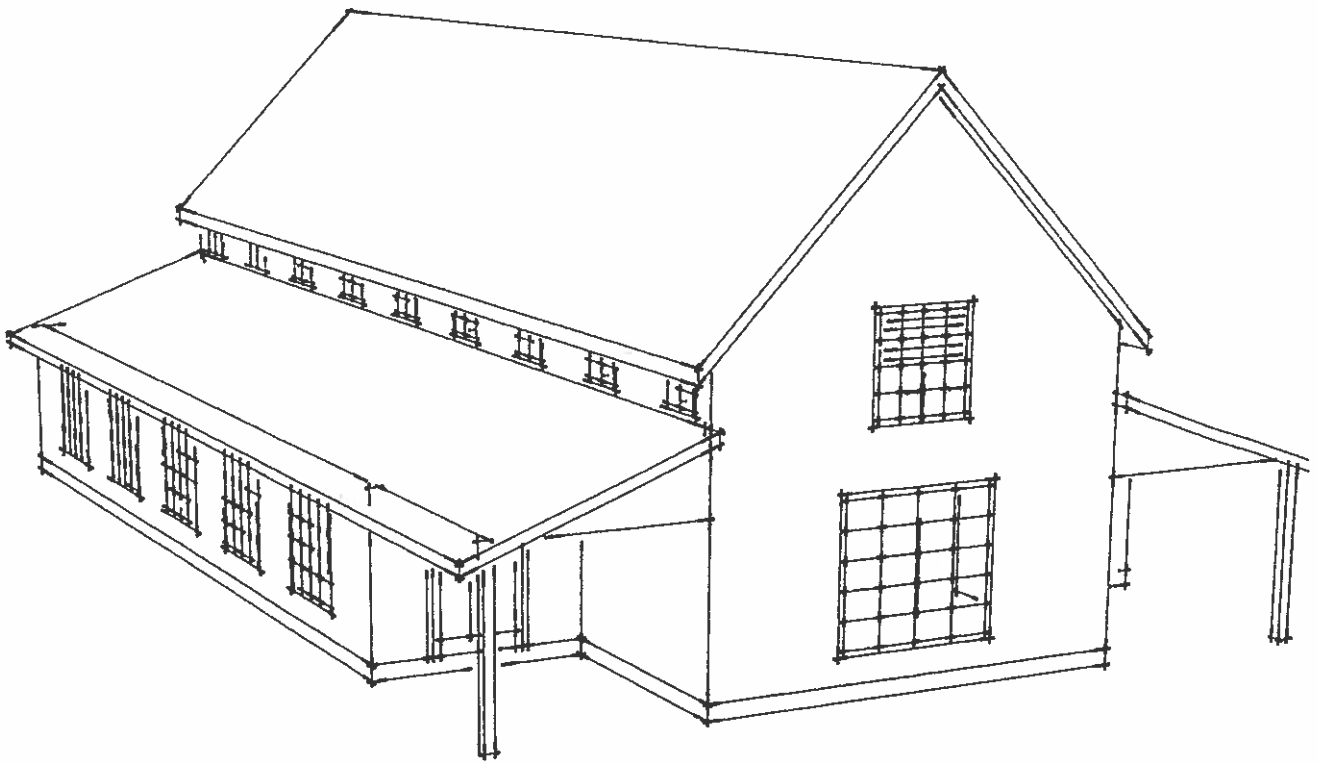
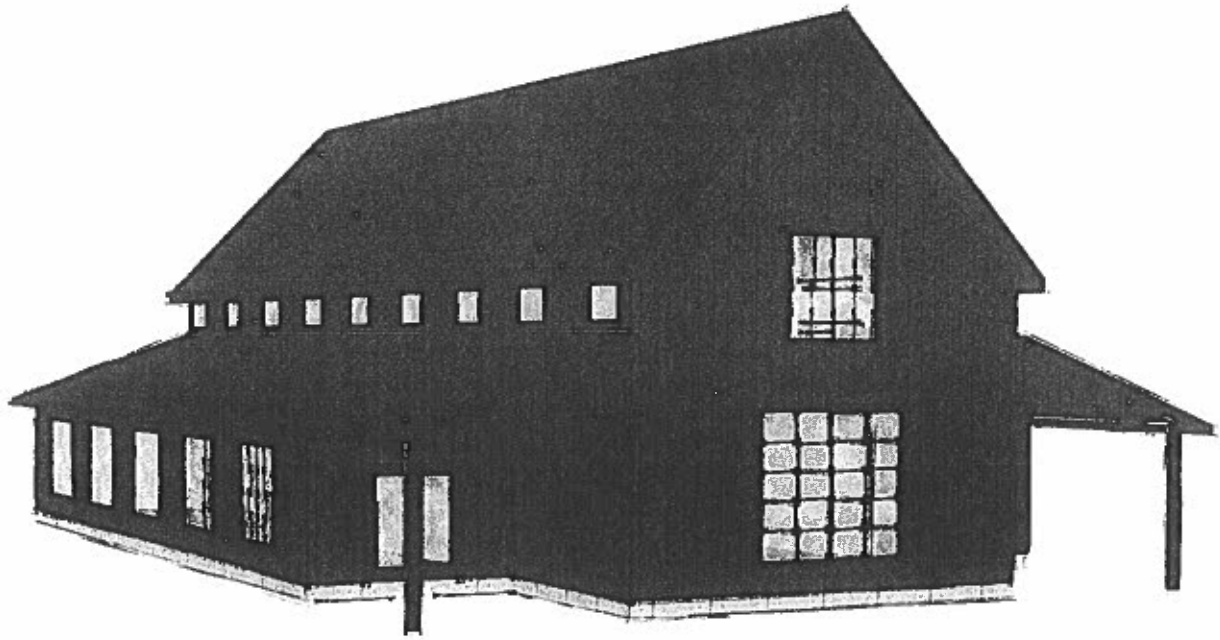
The proposed Venue/Barn is 56 foot by 80 foot and approximately 35 feet high

The proposed accessory structure will 40 foot by 20 foot and approximately 18 feet tall

The proposed cabin will be 30 foot by 20 foot and approximately 15 feet high

The existing cabin will be removed and the area will be revegetated.





**Landscaping** – The proposed development will provide adequate landscaping in order to define, soften, and/or screen the appearance of parking and developed areas as well as to enhance the physical design of the buildings and the overall development.

The parking will be a maintained lawn area surrounded by existing natural vegetation. The venue will be located approximately 300 feet to north and south property lines. The landscaping around the venue will be used to define walkways and buffer storage areas. The plantings will be native species.

**Buffering** – The proposed development will provide for the buffering of adjacent uses where there is a transition from one type of use to another use and for the screening of mechanical equipment and service and storage areas.

The proposed development has adequate buffering in all directions. The buffer consists of evergreens that will provide a year-round buffer. The dumpster will be screened with a combination of landscaping and fencing.

**Utilities** – The proposed development will not impose an unreasonable burden on existing utilities.

The plan is to supply with adequate electricity and telecommunications. The utilities will be above ground initially and eventually go underground. The utility will be adjacent to the road with junction boxes being screened with natural landscaping.

**Water Supply** – The proposed development will be provided with an adequate supply of water.

The proposed development will not be served by public water.

**Sewage Disposal** – The proposed development will be provided with adequate sewage waste disposal.

A subsurface wastewater disposal system design has been designed and provided.

**Fire Protection** – The proposed development will have adequate fire protection.

The proposed development will require a number of permits from the Fire Marshalls' Office. The venue will be constructed with a sprinkler system.

**Capacity of Applicant** – The applicant has the capacity to carry out the proposed project.

Hatch Point Enterprises, LLC purchased the property on October 13, 2021. This shows Right Title & Interest. An accounts letter has been provided to demonstrate financial capacity.

The development will be owned and operated by Hatch Point Enterprises, LLC. The owners of Hatch Point LLC come from various backgrounds. Kelly Carey owns and operates Kelly Carey Photography. She has a wealth of knowledge and experience in the wedding industry. Justin Fletcher is the owner of Justin Fletcher Homes. Justin has developed many residential and commercial properties throughout his career. Darren Carey has worked in municipal government for 11 years with a focus on land use in recent years. Prior to that he worked in the hospitality industry. All three together have a wealth of knowledge that will allow us to carry out the project as proposed.

**Special Resources** –



MARK HAMPTON & ASSOCIATES, INC.

6798

August 27, 2021

Mr. Darren Carey  
Hatch Point Enterprises, LLC  
34 Heron Pond Lane  
Freeport, ME 04032

Re: Preliminary soil evaluation, Event Center River Road Bowdoinham, ME

Dear Darren,

I have completed a preliminary soil evaluation on a proposed event center located on a 30+ acre parcel located on River Road Bowdoinham. The soil evaluation was conducted in accordance with the Maine Subsurface Wastewater Disposal Rules dated August 2015, as amended. I evaluated multiple hand excavated soil test pits in the area of the proposed disposal bed. The soils found on the lots are somewhat poorly drained marine lacustrine soils, with a limiting factor ranging at approximately 13 inches. The proposed event center with seat 250 individuals, and there will be a 2 bedroom residence also on the property.

The soils as evaluated meet the minimum requirements of the state rules. In my opinion, there are suitable soils and area on the parcel for the septic system proposed for the event center. A septic design can be completed at some time in the future. The design flow will be 5 gallons per seat, which will total 1250 gallons per day, and 180 gallons per day for the residence, to the total will be 1430 gallons per day. It is expected to meter this flow out the 3 days following an event. So the disposal bed will be sized for a daily design flow of 477 gallons.

If you have any questions or require additional information, please contact me.

Sincerely,

Mark J. Hampton E.S.E., C.S.S.  
Licensed Site Evaluator #263  
Certified Soil Scientist #216

# SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Dept. Health & Human Services  
Div. Environmental Health, 115115  
207) 247-2070 Fax: (207) 247-4192

<b>PROPERTY LOCATION</b>		<b>&gt;&gt; CAUTION: LPI APPROVAL REQUIRED &lt;&lt;</b>	
City, Town, or Plantation	Bowdoinham	Town/City	Permit #
Street or Road	River Road	Date Permit Issued	Fee \$ Double Fee Charged ( )
Subdivision Lot #		Local Plumbing Inspector Signature	LPI #
<b>OWNER/APPLICANT INFORMATION</b>		Fee \$ State min fee \$ Locally adopted fee	Copy [ ] Owner [ ] Town [ ] State
Name (last, first, MI)	Hatch Point Enterprise	The Subsurface Wastewater Disposal System shall not be installed until a Permit is issued by the Local Plumbing Inspector. The Permit shall authorize the owner or installer to install the disposal system in accordance with this application and the Maine Subsurface Wastewater Disposal Rules.	
Mailing Address of Owner/Applicant	34 Heron Point Lane Freeport 04032	Municipal Tax Map #	Lot #
Daytime Tel #	807-2675	<b>CAUTION: INSPECTION REQUIRED</b>	
<b>OWNER OR APPLICANT STATEMENT</b>		I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application.	
I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a Permit.		(1st) date approved	
Signature of Owner or Applicant _____ Date _____		Local Plumbing Inspector Signature _____ (2nd) date approved _____	

PERMIT INFORMATION		
<b>TYPE OF APPLICATION</b>	<b>THIS APPLICATION REQUIRES</b>	<b>DISPOSAL SYSTEM COMPONENTS</b>
1 First Time System 2 Replacement System Type replaced _____ Year installed _____ 3 Expanded System a <25% Expansion b >25% Expansion 4 Experimental System 5 Seasonal Conversion	1 No Rule Variance 2 First Time System Variance a Local Plumbing Inspector Approval b State & Local Plumbing Inspector Approval 3 Replacement System Variance a Local Plumbing Inspector Approval b State & Local Plumbing Inspector Approval 4 Minimum Lot Size Variance 5 Seasonal Conversion Permit	1 Complete Non-engineered System 2 Primitive System (graywater & alt toilet) 3 Alternative Toilet, specify _____ 4 Non-engineered Treatment Tank (only) 5 Holding Tank, _____ gallons 6 Non-engineered Disposal Field (only) 7 Separated Laundry System 8 Complete Engineered System (2000 gpd or more) 9 Engineered Treatment Tank (only) 10 Engineered Disposal Field (only) 11 Pre-treatment specify _____ 12 Miscellaneous Components
<b>SIZE OF PROPERTY</b>	<b>DISPOSAL SYSTEM TO SERVE</b>	<b>TYPE OF WATER SUPPLY</b>
30+ SQ. FT. ACRES	1 Single Family Dwelling Unit No. of Bedrooms _____ 2 Multiple Family Dwelling, No. of Units _____ 3 Other, event 250 seats 1 bedrm _____ (specify) Current Use Seasonal Year Round <u>Undeveloped</u>	1 Drilled Well 2 Dug Well 3 Private 4 Public 5 Other
<b>SHORELAND ZONING</b>	<b>DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)</b>	
Yes <input type="radio"/> No <input checked="" type="radio"/>	<b>TREATMENT TANK</b>	<b>DISPOSAL FIELD TYPE &amp; SIZE</b>
	1 Concrete a Regular <b>3 tanks</b> b Low Profile 2 Plastic 3 Other CAPACITY <u>3000</u> GAL	1 Stone Bed 2 Stone Trench 3 Proprietary Device a cluster array <u>Linear</u> b regular load <u>d H-20 load</u> 4 Other: _____ SIZE <u>2112</u> sq. ft. in ft.
<b>SOIL DATA &amp; DESIGN CLASS</b>	<b>GARBAGE DISPOSAL UNIT</b>	<b>DESIGN FLOW</b>
PROFILE <u>8 / D</u> CONDITION _____ at Observation Hole # <u>TP1</u> Depth <u>13</u> of Most Limiting Soil Factor _____	1 No <input checked="" type="radio"/> 2 Yes 3 Maybe If Yes or Maybe, specify one below a multi-compartment tank b _____ tanks in series c increase in tank capacity d Filter on Tank Outlet	1430 gallons per day BASED ON 1 Table 4A (dwelling unit(s)) 2 Table 4C (other facilities) SHOW CALCULATIONS for other facilities
	<b>DISPOSAL FIELD SIZING</b>	<b>EFFLUENT/EJECTOR PUMP</b>
	1 Medium---2.3 sq ft / gpd 2 Medium---Large 3.3 sq ft / gpd 3 Large---4.1 sq ft / gpd 4 Extra Large ---5.0 sq ft / gpd	1 Not Required 2 May Be Required 3 Required <input checked="" type="radio"/> Specify only for engineered systems DOSE _____ gallons
		<b>LATITUDE AND LONGITUDE</b>
		at center of disposal area Lat <u>44</u> d <u>03</u> m <u>55</u> s Lon <u>69</u> d <u>48</u> m <u>35</u> s if g.p.s. state margin of error: <u>15</u>

SITE EVALUATOR STATEMENT		
I certify that on <u>10/08/2021</u> (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (10-144A CMR 241)		
Site Evaluator Signature <u>Mark J Hampton</u>	SE # <u>263</u>	Date <u>10/08/2021</u>
Site Evaluator Name Printed	Telephone Number <u>207-756-2900</u>	E-mail Address

# SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Health & Human Services  
 Division of Environmental Health  
 (207) 287-5672 Fax (207) 287-3165

Town City Plantation

Street Road Subdivision

Owner's Name

Bowdoinham

River Road

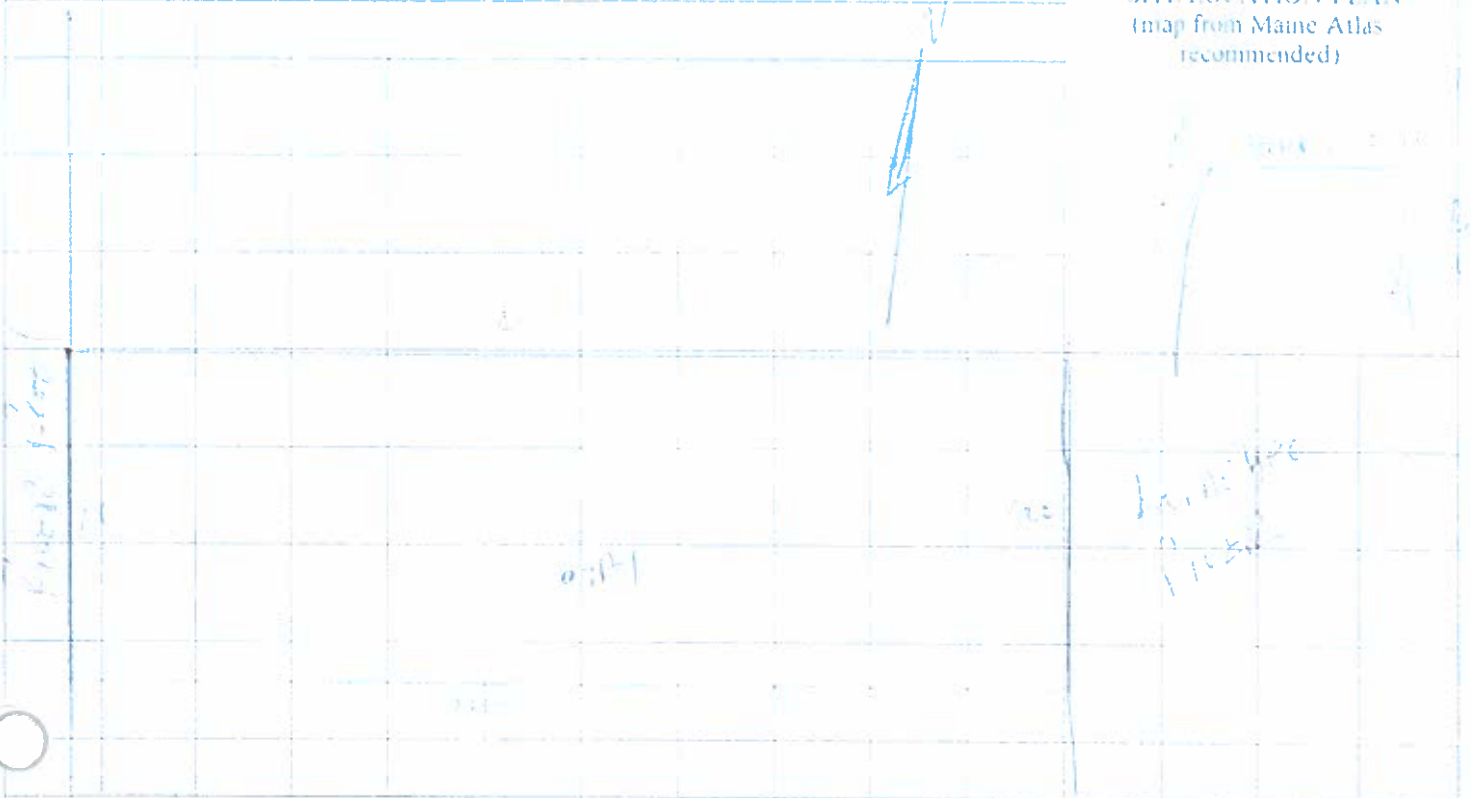
Hatch Point Enterprises

## SITE PLAN

Scale 1" = 400'

ft. or as shown

SITE LOCATION PLAN  
 (map from Maine Atlas  
 recommended)



## SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole TP1  Test Pit  Boring  
 " Depth of Organic Horizon Above Mineral Soil \_\_\_\_\_"

Observation Hole \_\_\_\_\_  Test Pit  Boring  
 " Depth of Organic Horizon Above Mineral Soil \_\_\_\_\_"

Depth Below Mineral Soil Surface (inches)	Texture	Consistency	Color	Mottling
0	Sandy Loam	Friable	Dark Brown	
10	Fine Sandy Loam	Friable	Brown	
20	Silty Clay Loam	Firm	Olive	Common and Distinct
30				
40				
50				

Depth Below Mineral Soil Surface (inches)	Texture	Consistency	Color	Mottling
0				
10				
20				
30				
40				
50				

Soil Classification: 8 D  
 Profile Condition: 2  
 Limiting Factor: 13  
 Ground Water  
 Restrictive Layer  
 Bedrock  
 Pit Depth

Soil Classification: \_\_\_\_\_  
 Profile Condition: \_\_\_\_\_  
 Limiting Factor: \_\_\_\_\_  
 Ground Water  
 Restrictive Layer  
 Bedrock  
 Pit Depth

Site Evaluator Signature

263

SE #

10/08/2021

Date



# SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Health & Human Services  
 Division of Environmental Health  
 (207) 287-5672 Fax (207) 287-3165

Town/City/Plantation

Street/Road/Subdivision

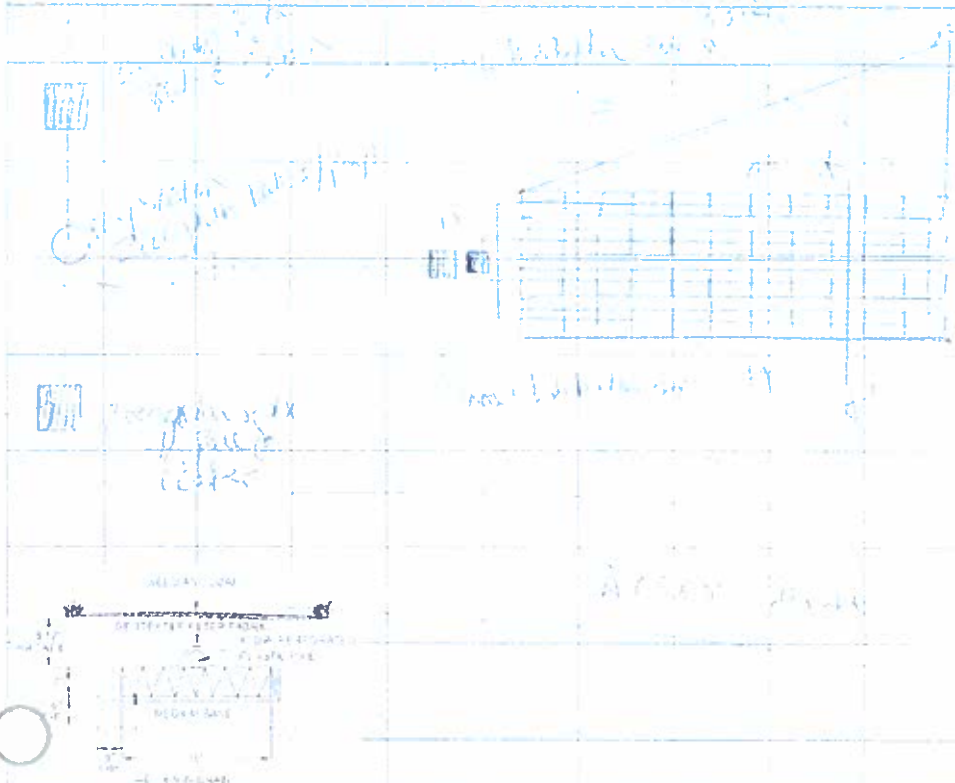
Owner's Name

Bowdoinham

River Road

Hatch Point Enterprises

## SUBSURFACE WASTEWATER DISPOSAL PLAN



0  
 SCALE 1" = 20' FT

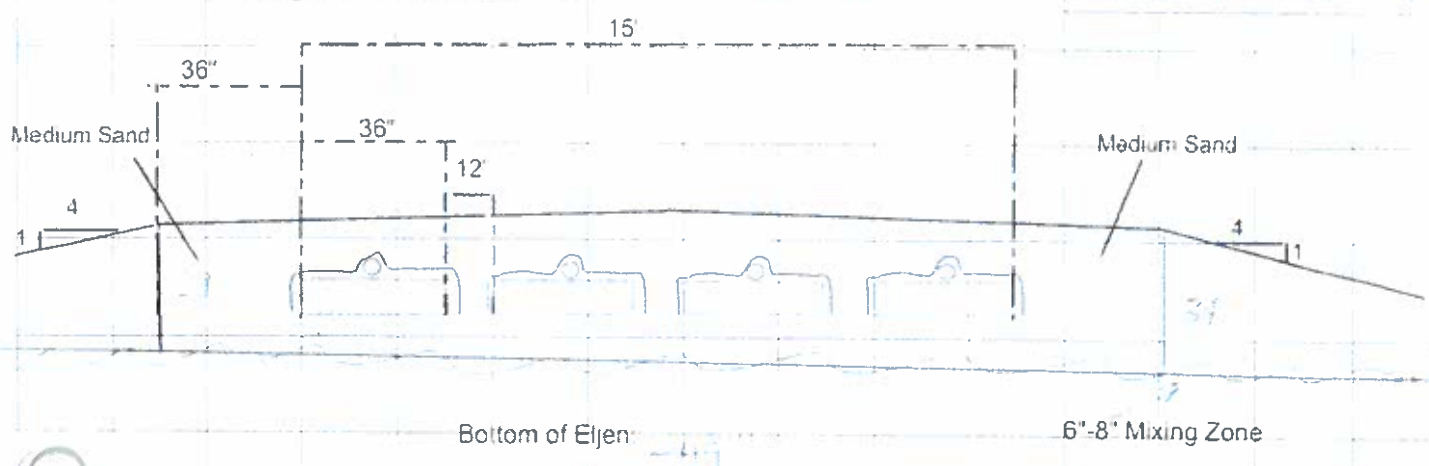
FILL REQUIREMENTS		CONSTRUCTION ELEVATIONS		ELEVATION REFERENCE POINT	
Depth of Fill (Upslope)	29	Finished Grade Elevation	-28	Location & Description	Nail 58 inches up 3 inch diameter alder
Depth of Fill (Downslope)	34	Top of Distribution Pipe or Proprietary Device	-38	Reference Elevation	0
		Bottom of Disposal Area	-49		

Note: Materials and installation shall be in accordance with Maine Subsurface Wastewater Disposal Codes dated 08/11 as amended.

## DISPOSAL AREA CROSS SECTION

Scale  
 Horizontal 1" = 4' ft.  
 Vertical 1" = 4' ft.

Note: All ground to be filled must be scarified



Bottom of Eljen -49  
 6'-8" Mixing Zone

*[Signature]*  
 Site Evaluator Signature

263  
 SE #

10/08/2021  
 Date

File No. 20224234DC Pages 2  
Fee Paid \$ 175  
DCN 2212452310043 DLLC  
FILED  
08/20/2021

MAINE  
LIMITED LIABILITY COMPANY  
  
STATE OF MAINE  
  
CERTIFICATE OF FORMATION

*Julie L. Flynn*  
Deputy Secretary of State

A True Copy When Attested By Signature

*Julie L. Flynn*  
Deputy Secretary of State

Pursuant to 31 MRSA §1531, the undersigned executes and delivers the following Certificate of Formation:

FIRST: The name of the limited liability company is:  
**Hatch Point Enterprises, LLC**

(A limited liability company name must contain the words "limited liability company" or "limited company" or the abbreviation "L.L.C.," "LLC," "L.C." or "LC" or, in the case of a low-profit limited liability company, "L3C" or "l3c" - see 31 MRSA 1508.)

SECOND: Filing Date: (select one)

- Date of this filing; or  
 Later effective date (specified here): \_\_\_\_\_

THIRD: Designation as a low profit LLC (Check only if applicable):

- This is a low-profit limited liability company pursuant to 31 MRSA §1611 meeting all qualifications set forth here:
- A. The company intends to qualify as a low-profit limited liability company;
  - B. The company must at all times significantly further the accomplishment of one or more of the charitable or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as it may be amended, revised or succeeded, and must list the specific charitable or educational purposes the company will further;
  - C. No significant purpose of the company is the production of income or the appreciation of property. The fact that a person produces significant income or capital appreciation is not, in the absence of other factors, conclusive evidence of a significant purpose involving the production of income or the appreciation of property; and
  - D. No purpose of the company is to accomplish one or more political or legislative purpose within the meaning of Section 170(c)(2)(D) of the Internal Revenue Code of 1986, or its successor.

FOURTH: Designation as a professional LLC (Check only if applicable):

- This is a professional limited liability company\* formed pursuant to 13 MRSA Chapter 22-A to provide the following professional services:

\_\_\_\_\_  
(Type of professional services)

FIFTH: The Registered Agent is a: (select either a Commercial or Noncommercial Registered Agent)



Commercial Registered Agent

CRA Public Number: P10131

Steven W. Rand, Esq.

(Name of commercial registered agent)



Noncommercial Registered Agent

(Name of noncommercial registered agent)

(physical location, not P.O. Box – street, city, state and zip code)

(mailing address if different from above)

SIXTH: Pursuant to 5 MRSA §105.2, the registered agent listed above has consented to serve as the registered agent for this limited liability company.

SEVENTH: Other matters the members determine to include are set forth in the attached Exhibit \_\_\_\_\_, and made a part hereof.

\*\*Authorized person(s)

Dated August 19, 2021



(Signature of authorized person)

Steven W. Rand, Reg. Agent, duly authorized

(Type or print name of authorized person)

(Signature of authorized person)

(Type or print name of authorized person)

\*Examples of professional service limited liability companies are accountants, attorneys, chiropractors, dentists, registered nurses and veterinarians. (This is not an inclusive list – see 13 MRSA §723.7)

\*\*Pursuant to 31 MRSA §1676 1.A, Certificate of Formation MUST be signed by at least one authorized person.

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

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

Submit completed form to:

Secretary of State

Division of Corporations, UCC and Commissions

101 State House Station

Augusta, ME 04333-0101

Telephone Inquiries: (207) 624-7752

Email Inquiries: [CEC.Corporations@Maine.gov](mailto:CEC.Corporations@Maine.gov)

**LAWRENCE A. ROBINSON, C.P.A., P.A.**  
10 MOULTON ST SIXTH FLOOR

PORTLAND, MAINE 04112-7051

(207) 774-6548

FAX (207) 774-9347

October 18, 2021

To Whom It May Concern:

**RE: Justin Fletcher Inc**

This letter is to confirm that I am the CPA for Justin Fletcher Inc and have prepared it's tax returns for more than 5 years.

I believe that Justin Fletcher Inc has the financial capability and capacity to complete the Barn project in Bowdoinham, ME

Should you require any additional verification please don't hesitate to contact me.

Sincerely,

Lawrence A. Robinson, C.P.A.

LAR/

LIMITED LIABILITY COMPANY AGREEMENT  
OF

HATCH POINT ENTERPRISES, LLC  
(Manager-Run)

August 20, 2021

THIS AGREEMENT ("Agreement") is made by and among those persons listed on attached Schedule. A (hereinafter individually referred to as "Member," and collectively referred to as "Members") and HATCH POINT ENTERPRISES, LLC (the "Company").

WITNESSETH:

WHEREAS; the Members desire to form a limited liability company (the "Company") pursuant to the provisions of the Maine Limited Liability Company Act, 31 M.R.S.A. § 1501 et. seq. (the "Act");

NOW, THEREFORE, the Members and the Company agree as follows:

ARTICLE 1

Formation, Name, Purpose, Location, Registered Office

1.1 Formation. The Members hereby form a limited liability company pursuant to the Act on the terms and conditions stated herein, having already filed the Company's certificate of formation with the Secretary of State of the State of Maine ("Secretary of State") on August 20, 2021.

1.2 Name. The name of the Company shall be "HATCH POINT ENTERPRISES, LLC".

1.3 Purpose. The principal purpose of the Company is real estate acquisition, investment and management, including all activities incidental thereto, and to conduct such other business as determined by the Manager(s) of the Company.

1.4 Place of Business. The principal office of the Company shall be located at 12 Brown Street, Falmouth, Maine.

1.5 Registered Agent. The name and address of the Company's Registered Agent shall be Steven W. Rand, Esq., of the law offices of Desmond & Rand, P.A., whose mailing address is 55 Stroudwater Street, Westbrook. The registered agent may be changed from time to time as the Manager(s) deem advisable by filing notice of such changes with the Secretary of State in accordance with the Act.

1.6 Majority Interest. As used in this Agreement, the term "Majority Interest" shall mean more than 50% of the Membership Interests in the Company.

**ARTICLE 2**  
**Term; Dissolution**

2.1 **Term.** The Company shall be in existence until the Company is dissolved in accordance with either the provisions of this Agreement or the Act.

2.2 **Dissolution.** The Company shall be dissolved upon the occurrence of any of the following events:

- (a) the expiration of term set forth in Section 2.1;
- (b) the written agreement of a Majority Interest;
- (c) the sale or other disposition of all or substantially all of the assets of the Company or the permanent cessation of the Company's business operations; or
- (d) the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any other event which terminates the continued membership of a Member in the Company (a "Withdrawal Event") or any other event which causes a dissolution under the Act, unless the business of the Company is continued by the consent of those remaining Members who collectively own at least a majority of the Membership Interests (as measured by the positive balances of their capital accounts) of the remaining Members within ninety (90) days after the Withdrawal Event, or such other event, and there are at least two remaining Members.

Upon the occurrence of any dissolution hereunder, the affairs of the Company shall be wound up in accordance with Article 8 of this Agreement and immediately thereafter the Company shall terminate.

**ARTICLE 3**  
**Capital**

3.1 **Members' Capital Contributions.** Each Member shall contribute such amount as is set forth in **Schedule A** hereto as his initial capital contribution.

3.2 **Membership Interests.** The Members shall have the Membership Interests in the Company specified on **Schedule A** ("Membership Interests"). **Schedule A** shall be amended from time to time to reflect the withdrawal or admission of Members, any changes in the Membership Interest held by a Member arising from the transfer of a Membership Interest to or by such Member.

3.3 **Capital Accounts.** A capital account shall be maintained for each Member, in accordance with tax accounting principles, which shall reflect his initial capital contribution as set forth in **Schedule A**, and shall be adjusted and maintained as follows:

(a) As of the end of each fiscal year of the Company, each Member's opening capital account for such year shall be increased by an amount equal to (i) the cash and the agreed fair market value of property (net of any liabilities assumed by the Company or to which such property is subject) contributed to the capital of the Company by such Member for such year; and (ii) such Member's share of Company taxable income for such year, including income and gain exempt from tax; and

(b) As of the end of the fiscal year of the Company, each Member's opening capital account for such year shall be decreased by an amount equal to (i) the aggregate amount of cash distributions and the agreed fair market value of any property (net of any liabilities assumed by such Member or to which such property is subject) distributed to such Member during such year; (ii) his share of expenditures of the Company not deductible and not properly chargeable as a capital expenditure; and (iii) his share of Company losses for such year, provided, however, that if it is necessary to determine the capital account of any Member during the fiscal year, the allocations of taxable income, gain and loss attributable to transactions effected prior to the time such determination is made and all distributions of cash theretofore made for such year.

3.4 Change in Tax Law. Notwithstanding anything to the contrary herein, it is the intention of the Company that it be classified as a partnership for federal income tax purposes and that it conform to the requirements of the Internal Revenue Code with respect to the validity of the allocations of items, income, gain, loss, and tax credits. In the event of a change in the Internal Revenue Code or Treasury Regulations, the Members hereby agree to consult with tax counsel to determine whether an amendment to this Agreement is required and, if it is, to adopt such amendment.

3.5 Interest on Capital; Loans by or to Members. No interest or other compensation shall be allowed to any Member with respect to his capital account, except his share of the profits, losses and distributions of the Company as hereinafter provided. The Company shall not make loans to, or borrow from, any Member without the consent of all the Members.

3.6 Withdrawal of Capital. Except as may be specifically provided in this Agreement, no Member shall have the right to withdraw from the Company all or any part of his capital contribution nor shall he have any right to demand and receive property or cash of the Company in return of his capital contribution.

3.7 Liability of Members for Repayment of Capital. No Member shall have any personal liability for the repayment of any capital contribution of any other Member.

#### **ARTICLE 4** **Profits, Losses and Cash Distributions**

4.1 Company Profits, Losses and Cash Distributions. All profits, losses and distributions of cash or other property from the Company to the Members shall be allocated or distributed in accordance with each Member's Membership Interest, as set

forth on **Schedule A**, provided that upon the dissolution of the Company all distributions of cash shall be made in accordance with Article 8.

4.2 Priority & Timing. No Member shall have priority over any other Member with regard to allocations of profits or losses or distributions from the Company. All distributions of Company funds to the Members shall be made at such times as the Members may determine.

## ARTICLE 5 Rights and Duties of Managers

5.1 Management. The Managers are charged with the responsibility and vested with the exclusive authority to manage the Company's business except in those cases in which the approval of the Members is expressly required by this Agreement or by the Act. No Member who is not also a Manager shall have authority nor take any action to bind the Company. A Member who takes any unauthorized action purportedly on behalf of the Company shall indemnify and hold the Company harmless from any costs or damages incurred by the Company as a result thereof. In furtherance of their authority, the Managers are authorized and empowered to perform any and all acts customary or incident to the management of the Company's business. At any time when there is more than one Manager, each Manager is authorized to act independently without prior consultation with or approval by the other Managers unless his authority is specifically limited by this Agreement or a vote of the Members or unless another Manager objects to him so acting, in which case his right to act shall be suspended and the action which he proposes to take shall be submitted as soon as practicable to a vote of all of the Managers. An affirmative vote of a majority in number of all Managers shall be required to approve such action. Notwithstanding such vote, the Company shall be bound by the act of a Manager for the purpose of apparently carrying on the usual way the business or affairs of the Company, including the exercise of the authority indicated in this Article 5, except as to persons having knowledge that such act was in contravention of this Section 5.1, and no person dealing with the Company shall have any obligation to inquire into the power or authority of the Manager acting on behalf of the Company.

5.2 Number, Tenure and Qualifications. The Company shall initially have **Two (2)** Managers who shall be **Justin M. Fletcher and Kelly Carey**. All functions, duties, actions, decisions, contracts, agreements and any other responsibilities may be entered into by either Manager, separately. The number of Managers of the Company may be increased or decreased from time to time by the affirmative vote of Members holding at least two-thirds of all Membership Interests, but in no instance shall there be less than one Manager. No Manager shall have a contractual right independent of this Agreement to such position. Successor Managers and additional Managers (if authorized by amendment to this Agreement) shall be appointed or elected in the manner provided in Section 5.11 of this Agreement. Managers need not be Members of the Company or natural persons. Each Manager shall hold office until his successor shall have been appointed or elected and qualified or until the Manager's resignation, death incapacity or removal (under Section 5.10). In the event of the resignation, death, incapacity or



removal of a Manager, the remaining Manager shall be the sole Manager of the Company until a successor Manager is elected or appointed as provided in Section 5.11 of this Agreement.

5.3 Certain Powers of Managers. In this Agreement, the term "Affiliate" shall mean spouse, issue or any entity in which the Member or Manager (as the case may be) or spouse or issue of same owns more than a 20% interest. Without limiting the generality of Section 5.1 and subject to Section 5.4, the Manager(s) shall have power and authority on behalf of the Company:

- (a) to acquire property from any person as the Managers may determine. The fact that a Manager or a Member is directly or indirectly affiliated or connected with any such person shall not prohibit the Managers from dealing with that person;
- (b) to borrow money for the Company from banks, other lending institutions, the Managers, Members, or Affiliates of the Managers or Members on such terms as the Managers deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;
- (c) to purchase liability and other insurance to protect the Company's property and business;
- (d) to hold and own any Company real and/or personal properties in the name of the Company;
- (e) to invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;
- (f) to sell or otherwise dispose of the assets of the Company so long as such disposition is not in violation of, or a cause of, a default under any other agreement to which the Company may be bound;
- (g) to execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements; operating and limited liability company agreements of other limited liability companies; and any other instruments or documents necessary, in the opinion of the Managers, to the business of the Company;

- (h) The Manager(s) may elect officers, with such titles as they deem appropriate, to whom they may delegate such rights, duties and responsibilities as they shall from time to time determine. Such delegation shall not relieve the Manager(s) of their responsibility for managing the Business or affect their ability to bind the Company in dealing with third parties. The officers may, but need not, be Managers of the Company. The Managers shall have the right to elect any successor or additional officer and to remove any officer. Officers shall hold office until a new election is held or until removal or resignation.
- (i) to employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;
- (j) to enter into any and all other agreements on behalf of the Company with any person for any purpose, in such forms as the Managers may approve; and
- (k) to do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Agreement or by a Manager or Managers of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Managers to act as an agent of the Company in accordance with the previous sentence.

#### 5.4 Restrictions on Authority of the Manager(s).

(a) Notwithstanding anything to the contrary in Section 5.3 or elsewhere in this Agreement, no Manager shall have any authority to take any of the following actions without first obtaining the consent of members owning a Majority Interest:

(i) dispose or contract for a disposition of all or substantially all of the Company's property, other than a disposition having a value of less than ten percent (10%) of the Company's total assets or a disposition in the process of winding up the affairs of the Company following its dissolution;

(ii) incur any indebtedness on behalf of the Company in excess of Ten Thousand Dollars (\$10,000) or refinancing any indebtedness of Company in excess of Ten Thousand Dollars (\$10,000);

(iii) confess a judgment against the Company in an amount in excess of Five Thousand Dollars (\$5,000);

(iv) cause the Company to incur any liabilities in any single transaction in excess of Ten Thousand Dollars (\$10,000);

(v) cause the Company to make any capital expenditure in any single transaction in excess of Ten Thousand Dollars (\$10,000);

(b) No Manager shall have any authority to take any of the following actions without the-unanimous consent of the Members:

(i) cause or permit the Company to engage in any activity that is not consistent with the purposes of the Company as set forth in Section 3.1 hereof;

(ii) knowingly do any act in contravention of this Agreement;

(iii) knowingly do any act which would make it impossible to carry on the ordinary business of the Company, except as otherwise provided in this Agreement;

(iv) possess property, or assign rights in specific property, for other than a Company purpose;

(v) knowingly perform any act that would cause the Company to conduct business in a state which has neither enacted legislation which permits limited liability companies to organize in such state nor permits the Company to register to do business in such state as a foreign limited liability company;

(vi) cause the Company to voluntarily take any action that would cause a bankruptcy of the Company;

(vii) cause the Company to acquire any equity or debt securities of any Member or any Affiliate of the Member or otherwise make loans to any Member or any Affiliate of the Member;

(viii) cause a significant change in the nature of the Company's business; or

(ix) cause the Company to admit any additional Members other than pursuant to Article XI hereof.

**5.5 Liability for Certain Acts.** Each Manager shall exercise his powers and discharge his duties in good faith with a view to the interests of the Company and its Members with that degree of diligence, care and skill that ordinarily prudent persons would exercise under similar circumstances in like positions. A Manager who so performs the duties of Manager shall not have any liability by reason of being or having been a Manager of the Company. The Manager does not, in any way, guarantee the return of the Members' Capital Contributions or a profit for the Members from the operations of the Company.

5.6 Managers and Members Have No Exclusive Duty to Company. No Manager shall be required to manage the Company as his sole and exclusive function and he (any Manager and/or Member) may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Manager and/or Member or to the income or proceeds derived therefrom. Neither the Manager nor any Member shall incur any liability to the Company or to any of the Members as a result of engaging in any other business or venture.

5.7 Bank Accounts. The Manager(s) may from time to time open bank accounts in the name of the Company, and the Manager(s) shall be the sole signatory thereon, unless the Manager(s) determines otherwise.

5.8 Indemnity of the Managers, Employees and Other Agents. The Company shall indemnify the Managers and make advances for expenses to the maximum extent permitted under the Act. The Company shall indemnify its employees and other agents who are not managers to the fullest extent permitted by law, provided that such indemnification in any given situation is first approved by Members owning a Majority Interest. The right to indemnification under this Section shall be fully vested with respect to any matter occurring while this Section was in effect. No amendment of this Section shall have any retroactive effect except as to enhance' such right for the benefit of the indemnitee.

5.9 Resignation; Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.10 Removal. At a meeting called expressly for that purpose, all or any lesser number of Managers may be removed any time, with or without cause, by the affirmative vote of Members owning a Majority Interest except as provided in Section 5.11 below. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

5.11 Vacancies. Currently there are **three (3)** Members of the Company, **Justin M. Fletcher** owning **50%** of the Membership Interests, **Kelly Carey** owning **25%** of the Membership Interests and **Darren Carey** owning **25%** of the Membership Interests. Initially there shall be **one (1) Manager**, namely, **Justin M. Fletcher**. Future vacancies in the position of Manager, however created, shall be filled by vote of a Majority Interest.

5.12 Compensation. The compensation of the Managers shall be fixed from time to time

by an affirmative vote of Members owning at least a Majority Interest. No Manager shall be prevented from receiving such salary by reason of the fact that he is also a Member of the Company.

5.13 Right to Rely on the Manager(s). To the extent not inconsistent with any statement of limited liability company authority on file with the Secretary of State pursuant to § 1542 of the Act, any person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by any Manager as to:

(a) the identity of any Manager or any Member;

(b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by any Manager or which are in any other manner germane to the affairs of the Company;

(c) the persons who are authorized to execute and deliver any instrument or document of the Company; or

(d) any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member.

5:14 Fiscal Year. The fiscal year of the Company shall be the calendar year.

5.15 Accounting Principles. The profits and losses of the company shall be determined in accordance with accounting principles applied on a consistent basis using cash or accrual method of accounting as determined by the manager(s).

## ARTICLE 6

### Withdrawal, Liquidation of Membership Interest

6.1 Withdrawal. A person shall cease to be a Member of the Company upon the occurrence of death, adjudication of incompetency, bankruptcy or insolvency, dissolution or voluntary or involuntary withdrawal from the Company of a Member ("Withdrawal"). No Member shall have the power to withdraw by voluntary act from the Company without the consent of all Members.

6.2 Liquidation of Deceased Member. If, following the Withdrawal of a Member due to death, the remaining Members elect to continue the Company in accordance with Section 2.2(d), the remaining Members shall purchase and thereby liquidate the Membership Interest of such deceased Member in accordance with this Article 6. Notice of such election shall be made by written notice delivered to the deceased Member's personal representative within thirty (30) days of the appointment of such personal representative.

6.3 Valuation of Company Interest. If the remaining Members elect to liquidate the Membership Interest of a deceased Member, negotiations shall be undertaken between

(a) the remaining Members and (b) the personal representative of the deceased Member to establish the value of the deceased Member's Membership Interest. If the parties are not able to reach agreement as to the value of the deceased Member's Membership Interest within ninety (90) days after the remaining Members give notice of their election to liquidate the Membership Interest of the deceased Member, then the value of such Membership Interest shall be determined as hereinafter provided. The remaining Members, as a group, and the deceased Member's personal representative, shall forthwith each appoint an appraiser who, in turn, shall jointly appoint an arbitrator. Appraisers shall submit to the arbitrator their separate appraised values of the deceased Member's Membership Interest based upon whatever methods of valuation each appraiser considers most appropriate to reflect the fair market value. The arbitrator, in his sole discretion; shall choose one of the appraised values as the value of the deceased Member's Membership Interest. Such determination shall be binding upon all parties.

6.4 Payments: Hold Harmless. If the remaining Members elect to liquidate the Membership Interest of a deceased Member, then within sixty (60) days after the value of the deceased Member's Membership Interest is determined; the Company shall pay to the deceased Member an amount equal to thirty percent (30%) of the value of the deceased Member's Membership Interest and shall deliver to such deceased Member a promissory note of the Company in an amount equal to the unpaid value of the deceased Member's Membership Interest. Such promissory note shall provide for equal annual payments over a period of six (6) years from the date of delivery, shall bear interest at a fixed annual rate equal to the Prime Rate on the date of delivery of the promissory note, and may be prepaid in whole or in part from time to time without penalty. Prime Rate shall mean the national prime rate as published from time to time in the Money Rates section of the *Wall Street Journal*, Eastern Edition. If more than one prime rate is published in the Money Rates section, then the Prime Rate will be the highest published prime rate. If the Prime Rate as described above is no longer available, the Members and the representative of the deceased Member will choose a new published source for the Prime Rate to replace said Prime Rate as published in the *Wall Street Journal* so as to maintain the rate of return on the loan evidenced by the promissory note. Additionally, the Company and the remaining Members shall indemnify and hold the deceased Member's estate harmless from any and all liabilities of the Company guaranteed by the deceased Member.

In the event of the Withdrawal of a Member for reasons other than death, the Membership Interest of the former Member shall be deemed to have been assigned to the former Member's successor in interest who shall have such rights as provided in the Act. Except as provided in this Article 6, the Company shall not be required to liquidate the Membership Interest of a former Member.

**ARTICLE 7**  
**Restrictions on Transition of Membership Interest**

7.1 No Assignment, Pledge or Encumbrance of Interests. No Member may assign, sell, pledge or encumber all or any part of his Membership Interest, in any manner, whether voluntarily or involuntarily, by operation of law or otherwise, without the consent of the holders of at least a Majority Interest in the Company.

7.2 Sale or Other Transfer of Interests. No Member shall have the right to dispose of all or any portion of his Membership Interest except: (i) to another Member, (ii) to the spouse, issue, members or shareholders of such Member, or (iii) with the consent of a Majority Interest which may be refused for any reason.

**ARTICLE 8**  
**Dissolution and Winding UP**

8.1 Effect of Notice of Dissolution or Filing of Certificate of Cancellation. In the event of dissolution, a Notice of Dissolution shall be mailed or otherwise served on each member or a Certificate of Cancellation shall be filed with the Secretary of State in accordance with the Act. Upon such notice, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence may continue until the filing of a Certificate of Cancellation has been filed with the Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

8.2 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, the Members shall immediately proceed to wind up the affairs of the Company in accordance with the requirements of the Act and other applicable law. In furtherance of the winding up of the Company, the Members shall:

(i) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Members may determine to distribute any assets to themselves in kind);

(ii) discharge or make reasonable provision for all liabilities of the Company, including liabilities to Members who are also creditors, other than liabilities to Members for distributions and the return of capital, and establish such reserves as may be reasonably necessary to provide for contingent liability of the Company (for purposes of determining the capital accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company);

(iii) distribute the remaining assets of the Company in the following order of priority:

(1) To each Member, with respect to the cumulative amount of all

accrued but unpaid pre-dissolution distributions for which the Company is liable to the Member, the amount of such liability;

- (2) To each Member, with respect to his unreturned capital contribution, an amount equal to the positive balance (if any) in his capital account (as determined after taking into account all capital account adjustments for the Company's taxable year during which the liquidation occurs), or, if the assets available to be distributed hereunder are insufficient to cover the aggregate of all Members' positive balances, a proportionate amount based upon the relative positive balances of the Members; and
- (3) To each Member, with respect to his Membership Interest, a proportionate share of the remaining assets equal to his Membership Interest.

(b) The Members shall cause an accounting to be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution.

(c) If any assets of the Company are distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Such assets shall be deemed to have been sold to the Members in proportion to their Membership Interest as of the date of dissolution for their fair market value, and the capital accounts of the Members shall be adjusted to reflect such deemed sale.

(d) Notwithstanding anything to the contrary in this Agreement, upon a liquidation, if any Member has a deficit capital account (after giving effect to all contributions; distributions allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any capital contribution, and the negative balance of such Member's capital account shall not be considered a debt owed by such Member to the Company or to any other person for any purpose whatsoever.

8.3 Certificate of Cancellation. Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated and the Members shall serve on each member a Notice of Dissolution or file a Certificate of Cancellation with the Secretary of State. Thereafter, the Members, as liquidating trustees, shall have authority to distribute any Company property discovered under termination, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.



8.4 Return of Capital Contribution - Nonrecourse. Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of his capital contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the capital contribution of a Member, such Member shall have no recourse against any other Member.

## **ARTICLE 9** **Amendment**

This Agreement may be amended at any time, but only by written agreement of all of the Members.

## **ARTICLE 10** **Miscellaneous**

10.1 Notices. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date delivered in person to the party to whom notice is to be given, or on the first business day after mailing if mailed to the last known address of the party to whom notice is to be given by registered or certified mail, postage paid, return receipt requested.

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Company and there are no agreements, understandings, warranties or representations between the parties with respect to the Company except as set forth herein.

10.3 Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and assigns of the parties.

10.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.5 Construction. As used in this Agreement, the singular number shall include the plural; the plural the singular, and the use of one gender shall be deemed applicable to all genders. Captions are inserted only as a matter of convenience and in no way limit, define or extend the scope of this Agreement.

10.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of Maine.

10.7 Severability. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions hereof.

**WARRANTY DEED**

DLN: \_\_\_\_\_

**JON N. MOODY**, of Windsor, ME for consideration paid, grants to **HATCH POINT ENTERPRISES, LLC**, a Maine limited liability company with a place of business located at 34 Heron Pond Lane, Freeport, ME 04032, with **WARRANTY COVENANTS**, a certain lot or parcel of land situated in the Town of Bowdoinham, County of Sagadahoc and State of Maine, more particularly bounded and described as follows:

Beginning at Kennebec River, at North line of land now or formerly of Donald B. Grant; thence running by the North line of said Grant to the County Road, leading from Richmond Village to Bowdoinham Village; thence Southerly on said Road to land now or formerly of William Thomas, his North line; thence Westerly, after crossing said Road, West, Northwest, to land formerly of Hartley Hunter, now or formerly of George N. Libby; thence Northerly by said Libby's land to the South line of land of said George N. Libby; thence by said Libby's land to Kennebec River; thence down said River, to first mentioned bound, containing one hundred acres of land, more or less, reserving from the operation of said deed a small piece of land, on the Westerly side of said Bowdoinham Road, and being somewhere between a quarter of one acre and one half acre, and being where said Grant's dwelling house now stands.

Also another lot or parcel of land, situate in said Bowdoinham, in the County of Sagadahoc, bounded and described as follows:

Commencing on the West side of the Maine Central Railroad, so-called, at a point where the Carding Machine Road, so-called, crosses said Railroad; thence West, Northwest, by South line of said Carding Machine Road, to land formerly owned by Ara Brooks, now or formerly owned by George N. Libby; thence South, Southwest, by said land formerly owned by said Brooks, twenty rods, to land now or formerly owned by the widow and heirs of John B. Stuart; thence East, Southeast to said Railroad, formerly the Kennebec and Portland Railroad; thence Northerly and Easterly by said Railroad to the first mentioned bound.

EXCEPTING the following outconveyances:

1. Quitclaim Deed of Jon Moody to Chad Curtis dated November 3, 2016 and recorded in the Sagadahoc County Registry of Deeds at Book 2016R.

Page 08651. Said deed corrected by Corrective Quitclaim Deed dated December 8, 2016 and recorded in said Registry at Book 2016R, Page 09553.

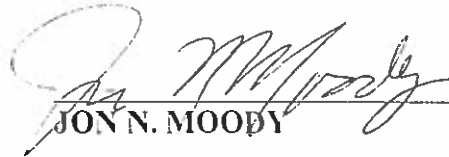
2. Warranty Deed of Jon N. Moody to Carissa A. Miller and Jason J. Jefferson dated September 12, 2017 and recorded in the Sagadahoc County Registry of Deeds at Book 2017R, Page 06602.
3. Warranty Deed of Jon N. Moody to Sarah Hildreth, Trustee of The Eagle Hill Farm Trust, said deed dated December 23, 2020 and recorded in the Sagadahoc County Registry of Deeds at Book 2020R, Page 10363.

The purpose of this deed is to convey all of the premises owned by the Grantor located on the easterly side of River Road, so called, located in Bowdoinham, Maine, containing 32 acres, more or less.

Meaning and intending to convey the remaining premises described in deed of Jon N. Moody, Personal Representative of the Estate of Helen M. Moody to Jon N. Moody, dated May 20, 2013 and recorded in the Kennebec County Registry of Deeds at Book 3511, Page 266.

WITNESS my hand and seal this 13<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
STATE OF MAINE  
COUNTY OF KENNEBEC

  
\_\_\_\_\_  
JON N. MOODY

October 13, 2021

Personally appeared the above named **Jon N. Moody** and acknowledged the foregoing instrument to be his free act and deed.

MARY A. DENISON  
NOTARY PUBLIC  
AS ATTORNEY AT LAW  
4 M.R.S.A. § 1056  
MY COMMISSION DOES NOT EXPIRE

Before me,

  
\_\_\_\_\_  
A. D.

Notary Public

Print Name:

Commission Expires:

LD cm  
T-5271



MAINE REAL ESTATE  
TRANSFER TAX DECLARATION  
**Form RETTD**  
Do not use red ink.

1. County **Sagadahoc**

2. Municipality **Bowdoinham**

3. GRANTEE/PURCHASER

3a Last name, first name, MI, or business name

**Hatch Point Enterprises, LLC**

3b Last name, first name, MI, or business name

3c Mailing address (after processing this property)

**34 Heron Pond Lane**

3d Mailing City

**Freeport**

3e State 3f ZIP Code

**ME 04032**

BOOK/PAGE - REGISTRY USE ONLY

3g Federal ID

**873001354**

3h Federal ID

4. GRANTOR/SELLER

4a Last name, first name, MI, or business name

**Moody, Jon N.**

4b Last name, first name, MI, or business name

4c Federal ID

4d Federal ID

4e Mailing address

**426 Augusta Rockland Road**

4f Mailing City

**Windsor**

4g State 4h ZIP Code

**ME 04363**

5. PROPERTY

5a Map

**R12**

5b Block

**15**

5c Lot

5d Sublot

Check any that apply

No maps exist

Multiple parcels

Portion of parcel

Not applicable

5e Type of property - enter the code number that best describes the property being sold (see instructions)

**105**

5f Physical location

**River Road**

5g Acreage (see instructions)

**32.10**

6. TRANSFER TAX

6a Purchase price (If the transfer is a gift, enter '0')

6b

**\$ 550,000 .00**

6c Fair market value (Enter a value only if you entered '0' or a nominal value on line 6a)

6d

**.00**

6e Exemption claim -

Check the box if either grantor or grantee is claiming exemption from transfer tax and enter explanation below

7. DATE OF TRANSFER (MM-DD-YYYY)

**10-15-2021**

8. CLASSIFIED WARNING TO BUYER - If the property is classified as farmland, open space, tree growth, or working waterfront, a substantial financial penalty may be triggered by development, subdivision, partition, or change in use

**CLASSIFIED**

9. SPECIAL CIRCUMSTANCES: Were there any special circumstances with the transfer that suggest the price paid was either more or less than its fair market value? If yes, check the box and enter explanation below.

10. INCOME TAX WITHHELD: The buyer is not required to withhold Maine income tax because:

- Seller has qualified as a Maine resident
- A waiver has been received from the State Tax Assessor
- Consideration for the property is less than \$100,000
- The transfer is a foreclosure sale

11. OATH: Aware of penalties as set forth in 36 M.R.S. § 4641-K, I declare that I have reviewed this return with the Grantor(s) and Grantee(s) and to the best of my knowledge and belief the information contained herein is true, correct and complete. Declaration of preparer is based on information provided by Grantor(s) and Grantee(s), and of which preparer has any knowledge.

PREPARER Name of preparer

Phone number

Mailing address

Email address

Facsimile number

**Shoreland** – The proposed development will be in compliance with the Town’s Shoreland Zoning Ordinance.

The venue will be located outside the Shoreland Zone. The existing camp will be removed and a new cabin will be constructed more than 100 feet back from the high-water mark. The temporary /seasonal dock will meet the performance standards as outlined in the Shoreland Zoning section of the ordinance.

**Floodplain** – The proposed development will be in compliance with the Town’s Floodplain Management Ordinance.

The only portion of the development to be located in the floodplain will be the temporary seasonal dock.

**Wetlands & Waterbodies** – The proposed development will not have an adverse impact on wetlands and/or waterbodies, to the extent that is practicable.

A letter has been provided by Mark Hampton of Hampton Associates discussing wetlands and vernal pool. The road will be designed and located to minimize the impact on any wetlands or water bodies.

**Historic & Archaeological** – The proposed development will not have an adverse effect on historic and/or archaeological sites.

There are no Historic or Archaeological sites in the vicinity of the proposed development. An email has been sent to the Maine Historic Preservation Commission.

**Groundwater** – The proposed development will not adversely impact either the quality or quantity of groundwater available to abutting properties or to public water supply systems.

Due to its location, the proposed development will not have an adverse effect on the quality or quantity of groundwater available to abutting properties. As outlined in Mark Hampton’s letter the development is less than 2,000 gallons per day.

**Wildlife Habitat** – The proposed development will not have an undue adverse effect on wildlife habitat.

The development will be located within the Kennebec Estuary focus area. The focal point of the development will be the venue, the structure will be located outside of the Shoreland Zone. It should be noted that the existing cabin will be relocated. The new location will be outside the 100ft mark. The goal is to be in accordance with shoreland zoning standards. The delineated stream has been identified and there will be minimal impact on the stream. The stream is outlined on Beginning with Habitat maps. The goal is to maintain at least 25 foot buffer except where a stream crossing will be constructed. A stream crossing permit will be obtained from Maine Department of Environment Protection and constructed to the Departments standards. I have contacted Inland Fisheries and Wildlife and am waiting for a response.

**Natural Areas** – The proposed development will not have an undue adverse effect on rare and irreplaceable natural areas.

A letter from Maine Natural Areas program has been included.



MARK J. HAMPTON ASSOCIATES, INC.  
1000 W. BROAD ST.  
PORTLAND, ME 04102  
TEL: 603.883.1111  
WWW.MJHAMPTON.COM

6798

October 9, 2021

Mr. Darren Carey  
Hatch Point Enterprises, LLC  
34 Heron Point Lane  
Freeport, ME 04032

Re: Wetland Delineation, 30+ acres on River Road Bowdoinham, ME

Dear Darren,

I have completed a delineation of wetlands on the proposed to be developed area of a 30+ acre parcel located on River Road Bowdoinham, ME. The wetland delineation was completed in accordance with the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual for the Northcentral and Northeast Regions dated January 2012. These manuals require the presence of three parameters for a wetland to be present, wetland hydrology, hydrophytic vegetation, and hydric soils.

The wetlands I found on the parcel were flagged with yellow flagging. The flagging was labeled in an alphanumeric sequence. The wetland flags were located by GPS equipment capable of locating a point to within three feet and forwarded to Dick Hamilton. The wetlands found onsite are open water/emergent wetlands which were manmade. Those wetlands adjacent to a stream meet the definition of wetlands of special significance as defined by Maine Department of Environmental Protection.

If you have any questions or require additional information, please contact me.

Sincerely,

Mark J. Hampton C.S.S., L.S.E.  
Certified Soil Scientist #216  
Licensed Site Evaluator #263

6798

October 10, 2021

Mr. Darren Carey  
Hatch Point Enterprises LLC  
34 Heron Point Lane  
Freeport, ME 04032

Re: Vernal Pool Assessment, 30+ acre parcel, River Road Bowdoinham, ME


Dear Darren,

I have completed a vernal pool assessment on a 30+ acre parcel located on River Road Bowdoinham, ME. The vernal pool assessment was conducted in accordance with Chapter 335 Significant Wildlife Habitat, Section 9 Significant Vernal Pools for the Maine Department of Environmental Protection. This section outlines the definition of a vernal pool as well as the requirements of a vernal pool to meet the definition of significance as related to the number of amphibian egg masses counted during the breeding season.

Even though we are outside the vernal period of assessment, which is in the spring, based upon my wetland delineation and walk over of the entire parcel, I can say that there are no closed depressional wetlands which would act as vernal pool.

If you have any questions or require additional information, please contact me.

Sincerely,



Mark J. Hampton C.S.S., L.S.E.  
Certified Soil Scientist #216  
Licensed Site Evaluator #263



**STATE OF MAINE**  
**DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY**  
 177 STATE HOUSE STATION  
 AUGUSTA, MAINE 04333

JANET T. MILLS  
 GOVERNOR

AMANDA E. BEAL  
 COMMISSIONER

October 4, 2021

Darren Carey

Via email: [dpcarey1226@gmail.com](mailto:dpcarey1226@gmail.com)

Re: Rare and exemplary botanical features in proximity to: The Barn at Hatch Point, Tax Map R12 Lot 15, Bowdoinham, Maine

Dear Mr. Carey:

I have searched the Maine Natural Areas Program’s Biological and Conservation Data System files in response to your request received September 30, 2021 for information on the presence of rare or unique botanical features documented from the vicinity of the project in Bowdoinham, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

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

According to the information currently in our Biological and Conservation Data System files, the northeastern portion of the property is associated with a Freshwater Tidal Marsh along the shore of the Kennebec River. MNAP recommends leaving a 250-foot intact, vegetated buffer around this rare wetland. This Freshwater Tidal Marsh is also mapped across the river and downstream from the project site along Swan Island, and there are several rare plant populations within stretches of the Freshwater Tidal Marsh. Because the stream at this project site is hydrologically connected to the Kennebec River, and there is a rare wetland type and rare plants adjacent to the project site, MNAP recommends no clearing within 75-feet of perennial and intermittent streams on the property, and the use of standard best management practices for erosion control to help prevent downstream impacts to this rare freshwater wetland. If clearing is planned within 75-feet of streams, please contact the MNAP for further guidance. Please see the table below and attached map and factsheets for more information about Freshwater Tidal Marsh.

Feature	State Status	State Rank	Global Rank	Occurrence Rank	Site
Freshwater Tidal Marsh	N/A	S2	G4?	A-Excellent	Swan Island Area

If a field survey of the project area is conducted, please refer to the enclosed supplemental information regarding rare and exemplary botanical features documented to occur in the vicinity of the project site. The list may include information on features that have been known to occur historically in the area as well as recently field-verified information. While historic records have not been documented in several years, they may persist in the area if

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



PHONE: (207) 287-804490  
 WWW.MAINE.GOV/DACF/MNAP



suitable habitat exists. The enclosed list identifies features with potential to occur in the area, and it should be considered if you choose to conduct field surveys.

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

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

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




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

Sincerely,



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

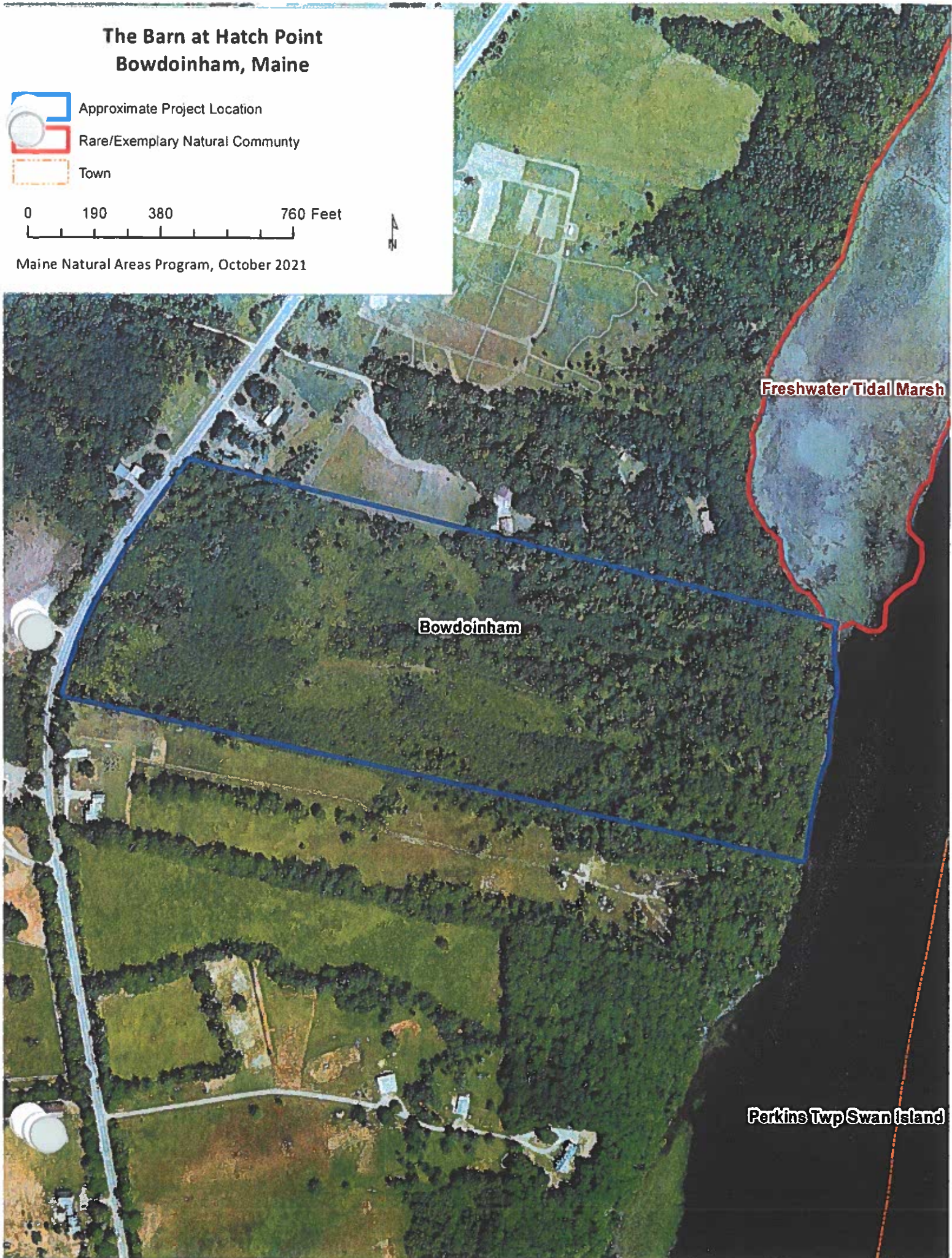
# The Barn at Hatch Point Bowdoinham, Maine

-  Approximate Project Location
-  Rare/Exemplary Natural Community
-  Town

0 190 380 760 Feet



Maine Natural Areas Program, October 2021



Freshwater Tidal Marsh

Bowdoinham

Perkins Twp Swan Island

# Freshwater Tidal Marsh

## State Rank S2

### Community Description

These tidal marshes are dominated by patchy stout herbs, typically a mixture of wild rice, softstem bulrush, and pickerelweed, often covering extensive areas. Mixed in with the tall herbs are lower forbs including several rare species. Some marshes may have mudflats dominated by forbs and low vegetation in patches among the graminoids; many have a very narrow band of low forbs near the high tide/upland interface. Brackish marsh species, such as chair-maker's rush, may be in these marshes as well, but at least some obligate freshwater plants such as pickerelweed, common arrowhead, sweet flag, and northern water-plantain will also be present. Bryophytes are essentially absent.

### Soil and Site Characteristics

Freshwater tidal marshes are associated with major rivers, in low-gradient areas of the mid to upper tidal reaches. Freshwater inputs lower the salinity to <1 ppt. Substrate is usually mud, or mud mixed with gravel. The tidal regime affects substrate and plant zonation.



Torrey's Bulrush

### Diagnostics

These graminoid dominated marshes occur along tidal rivers, with patches of forbs locally abundant. Obligate freshwater species are present, such as sweetflag, yellow waterlily, large yellow pond-lily, or pickerelweed.

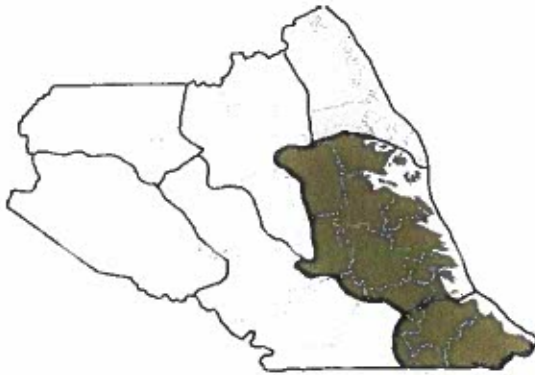
### Similar Types

Brackish Tidal Marshes are most similar and grade into this type as salinity decreases. Mixed Graminoid Shrub Marshes and Pickerelweed - Macrophyte Aquatic Bed types can contain several of the same species, but do not occur in tidal settings.

### Conservation, Wildlife, and Management Considerations

Tidal marshes provide valuable wildlife habitat and have received considerable

### Location Map



Community is known from this Ecoregion  
 Community may occur in this Ecoregion  
 Bailey's Ecoregion County



Freshwater Tidal Marsh

conservation attention. Heavy metals, sewage overflows, and other pollutants have degraded the substrate in many areas, but some have recovered as water quality has improved over the past decades. Many occur on or adjacent to public lands or private conservation lands. Some have been managed for waterfowl by planting wild rice. With development of the uplands that border these marshes, maintenance of appropriate wetland buffers can help reduce degradation that could result from adjacent land uses. Invasive species such as Japanese knotweed and purple loosestrife have invaded the upper reaches at some sites. The prospect of sea level rise may also put these systems at greater risk in the future.

The tidal marshes of Maine's larger estuaries, especially Merrymeeting Bay, are important pre-migration staging habitat for thousands of waterfowl and wading birds. The rare New England siltsnail inhabits coastal marshes and small tidal rivers where the water ranges from fresh to upper brackish.

### Distribution

Upper tidal reaches of major rivers: most well known from the Kennebec and Penobscot Rivers (Laurentian Mixed Forest Province).

Landscape Pattern: Large Patch, often linear.

### Characteristic Plants

These plants are frequently found in this community type. Those with an asterisk are often diagnostic of this community.

#### Herb

- Chair-maker's rush\*
- Common arrowhead
- Eaton's bur-marigold
- Nodding beggar ticks
- Northern water-plantain
- Parker's pipewort
- Pickerelweed\*
- Softstem bulrush\*
- Tidal arrowhead
- Wild rice\*

#### Associated Rare Plants

- Beaked spikerush
- Eaton's bur-marigold
- Long's bitter-cress
- Parker's pipewort
- Pygmyweed
- Spongy arrowhead
- Stiff arrowhead
- Water-pimpernel

#### Associated Rare Animals

- American oystercatcher
- Black-crowned night-heron
- Least bittern
- Short-eared owl

#### Examples on Conservation Lands You Can Visit

- Merrymeeting Bay Wildlife Management Area - Sagadahoc Co.
- Muddy River Wildlife Management Area - Sagadahoc Co.
- Swan Island Wildlife Management Area - Sagadahoc Co.

## Rare and Exemplary Botanical Features within 4 miles of Project: The Barn at Hatch Point, Tax Map R12 Lot 15, Bowdoinham, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
American Ginseng	E	S3	G3G4	1989	33	Hardwood to mixed forest (forest, upland)
Beaked Spikerush	T	S1	G5	1921-07-12	2	Non-tidal rivershore (non-forested, seasonally wet), Open wetland, not coastal nor rivershore (non-forested, wetland)
Eaton's Bur-marigold	SC	S2	G3	2018-10-03	9	Tidal wetland (non-forested, wetland)
	SC	S2	G3	2013-10-04	29	Tidal wetland (non-forested, wetland)
	SC	S2	G3	2017-09-11	18	Tidal wetland (non-forested, wetland)
	SC	S2	G3	2017-09-26	3	Tidal wetland (non-forested, wetland)
Estuary Bur-marigold	SC	S3	G4	1937-08	9	Tidal wetland (non-forested, wetland)
	SC	S3	G4	2013-09-27	3	Tidal wetland (non-forested, wetland)
	SC	S3	G4	2017-09-26	5	Tidal wetland (non-forested, wetland)
	SC	S3	G4	2017-09-11	15	Tidal wetland (non-forested, wetland)
	SC	S3	G4	2013-10-04	30	Tidal wetland (non-forested, wetland)
Freshwater Tidal Marsh	<null>	S2	G4?	2013-09-27	17	Tidal wetland (non-forested, wetland)
	<null>	S2	G4?	2013-09-25	7	Tidal wetland (non-forested, wetland)
	<null>	S2	G4?	2016-10-14	15	Tidal wetland (non-forested, wetland)
	<null>	S2	G4?	2013-09-10	16	Tidal wetland (non-forested, wetland)
Horned Pondweed	<null>	S2	G4?	2009-06-24	8	Tidal wetland (non-forested, wetland)

Rare and Exemplary Botanical Features within 4 miles of  
 Project: The Barn at Hatch Point, Tax Map R12 Lot 15, Bowdoinham, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Long's Bitter-cress	SC	S2	G5	2013-09-27	16	Tidal wetland (non-forested, wetland)
Long-leaved Bluet	T	S2	G3?	2017-08-26	14	Tidal wetland (non-forested, wetland)
Mudwort	SC	S2S3	G5TNR	1996-06-30	23	Non-tidal rivershore (non-forested, seasonally wet)
	SC	S3	G5	2013-09-18	29	Tidal wetland (non-forested, wetland)
	SC	S3	G5	2013-09-25	8	Tidal wetland (non-forested, wetland)
	SC	S3	G5	2013-10-04	23	Tidal wetland (non-forested, wetland)
	SC	S3	G5	2013-09-27	9	Tidal wetland (non-forested, wetland)
Pale Green Orchis	SC	S2	G4?T4Q	1923-07-24	18	Non-tidal rivershore (non-forested, seasonally wet), Open wetland, not coastal nor rivershore (non-forested, wetland)
Parker's Pipewort	SC	S3	G3	2011-09-11	29	Tidal wetland (non-forested, wetland)
	SC	S3	G3	2013-10-04	16	Tidal wetland (non-forested, wetland)
	SC	S3	G3	2013-09-27	12	Tidal wetland (non-forested, wetland)
	SC	S3	G3	2017-09-11	31	Tidal wetland (non-forested, wetland)
	SC	S3	G3	2017-09-26	2	Tidal wetland (non-forested, wetland)
Pygmyweed	SC	S2S3	G5	2013-09-25	7	Open water (non-forested, wetland)
	SC	S2S3	G5	2007-09-03	22	Open water (non-forested, wetland)
	SC	S2S3	G5	2011-09-17	4	Open water (non-forested, wetland)

Rare and Exemplary Botanical Features within 4 miles of  
 Project: The Barn at Hatch Point, Tax Map R12 Lot 15, Bowdoinham, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Spongy-leaved Arrowhead	SC	S2S3	G5	2013-10-04	17	Open water (non-forested, wetland)
	SC	S3	G5T4	2017-09-11	38	Tidal wetland (non-forested, wetland)
	SC	S3	G5T4	2013-09-25	1	Tidal wetland (non-forested, wetland)
	SC	S3	G5T4	2013-09-18	30	Tidal wetland (non-forested, wetland)
	SC	S3	G5T4	2013-10-04	15	Tidal wetland (non-forested, wetland)
	SC	S3	G5T4	2013-09-27	14	Tidal wetland (non-forested, wetland)
Stiff Arrowhead	SC	S2	G5	2007-09-07	2	Tidal wetland (non-forested, wetland)
	SC	S2	G5	2010-09-03	14	Tidal wetland (non-forested, wetland)
Water Pimpernel	SC	S3	G5T5	2011-09-17	25	Tidal wetland (non-forested, wetland)
Yellow Pond-lily	SC	S2	G5T5	1948-08-05	1	Open water (non-forested, wetland)
	SC	S2	G5T5	2013-10-04	12	Open water (non-forested, wetland)
	SC	S2	G5T5	2013-09-18	13	Open water (non-forested, wetland)
	SC	S2	G5T5	2006-10-05	4	Open water (non-forested, wetland)
	SC	S2	G5T5	2017-09-26	8	Open water (non-forested, wetland)

## Conservation Status Ranks

**State and Global Ranks:** This ranking system facilitates a quick assessment of a species' or habitat type's rarity and is the primary tool used to develop conservation, protection, and restoration priorities for individual species and natural habitat types. Each species or habitat is assigned both a state (S) and global (G) rank on a scale of 1 to 5. Factors such as range extent, the number of occurrences, intensity of threats, etc., contribute to the assignment of state and global ranks. The definitions for state and global ranks are comparable but applied at different geographic scales; something that is state imperiled may be globally secure.

The information supporting these ranks is developed and maintained by the Maine Natural Areas Program (state ranks) and NatureServe (global ranks).

Rank	Definition
S1 G1	<b>Critically Imperiled</b> – At very high risk of extinction or elimination due to very restricted range, very few populations or occurrences, very steep declines, very severe threats, or other factors.
S2 G2	<b>Imperiled</b> – At high risk of extinction or elimination due to restricted range, few populations or occurrences, steep declines, severe threats, or other factors.
S3 G3	<b>Vulnerable</b> – At moderate risk of extinction or elimination due to a fairly restricted range, relatively few populations or occurrences, recent and widespread declines, threats, or other factors.
S4 G4	<b>Apparently Secure</b> – At fairly low risk of extinction or elimination due to an extensive range and/or many populations or occurrences, but with possible cause for some concern as a result of local recent declines, threats, or other factors.
S5 G5	<b>Secure</b> – At very low risk of extinction or elimination due to a very extensive range, abundant populations or occurrences, and little to no concern from declines or threats.
SX GX	<b>Presumed Extinct</b> – Not located despite intensive searches and virtually no likelihood of rediscovery.
SH GH	<b>Possibly Extinct</b> – Known from only historical occurrences but still some hope of rediscovery.
S#S# G#G#	<b>Range Rank</b> – A numeric range rank (e.g., S2S3 or S1S3) is used to indicate any range of uncertainty about the status of the species or ecosystem.
SU GU	<b>Unrankable</b> – Currently unrankable due to lack of information or due to substantially conflicting information about status or trends.
GNR SNR	<b>Unranked</b> – Global or subnational conservation status not yet assessed.
SNA GNA	<b>Not Applicable</b> – A conservation status rank is not applicable because the species or ecosystem is not a suitable target for conservation activities (e.g., non-native species or ecosystems).
Qualifier	Definition
S#? G#?	<b>Inexact Numeric Rank</b> – Denotes inexact numeric rank.
Q	<b>Questionable taxonomy that may reduce conservation priority</b> – Distinctiveness of this entity as a taxon or ecosystem type at the current level is questionable. The "Q" modifier is only used at a global level.
T#	<b>Intraspecific Taxon (trinomial)</b> – The status of intraspecific taxa (subspecies or varieties) are indicated by a "T-rank" following the species' global rank.

**State Status:** Endangered and Threatened are legal status designations authorized by statute. Please refer to MRSA Title 12, §544 and §544-B.

Status	Definition
<b>E</b>	<b>Endangered</b> – Any native plant species in danger of extinction throughout all or a significant portion of its range within the State or Federally listed as Endangered.
<b>T</b>	<b>Threatened</b> – Any native plant species likely to become endangered within the foreseeable future throughout all or a significant portion of its range in the State or Federally listed as Threatened.
<b>SC</b>	<b>Special Concern</b> – A native plant species that is rare in the State, but not rare enough to be considered Threatened or Endangered.
<b>PE</b>	<b>Potentially Extirpated</b> – A native plant species that has not been documented in the State in over 20 years, or loss of the last known occurrence.

**Element Occurrence (EO) Ranks:** Quality assessments that designate viability of a population or integrity of habitat. These ranks are based on size, condition, and landscape context. Range ranks (e.g., AB, BC) and uncertainty ranks (e.g., B?) are allowed. The Maine Natural Areas Program tracks all occurrences of rare plants and natural communities/ecosystems (S1-S3) as well as exemplary common natural community types (S4-S5 with EO ranks A/B).

Rank	Definition
<b>A</b>	<b>Excellent</b> – Excellent estimated viability/ecological integrity.
<b>B</b>	<b>Good</b> – Good estimated viability/ecological integrity.
<b>C</b>	<b>Fair</b> – Fair estimated viability/ecological integrity.
<b>D</b>	<b>Poor</b> – Poor estimated viability/ecological integrity.
<b>E</b>	<b>Extant</b> – Verified extant, but viability/ecological integrity not assessed.
<b>H</b>	<b>Historical</b> – Lack of field information within past 20 years verifying continued existence of the occurrence, but not enough to document extirpation.
<b>X</b>	<b>Extirpated</b> – Documented loss of population/destruction of habitat.
<b>U</b>	<b>Unrankable</b> – Occurrence unable to be ranked due to lack of sufficient information (e.g., possible mistaken identification).
<b>NR</b>	<b>Not Ranked</b> – An occurrence rank has not been assigned.

Visit the Maine Natural Areas Program website for more information

<http://www.maine.gov/dacf/mnap>





**Environmental Impact** – The landscape will be preserved in its natural state to the extent that is practical by minimizing tree removal, disturbance of soil and retaining existing vegetation.

The layout and location of the road minimizes the removal of trees and the impact on wetlands and streams. The parcel is approximately 32 acres and the proposed development will not cause a reduction in the lands capacity to hold and manage water.

**Solid Waste Management** – The proposed development will provide for adequate disposal of solid wastes.

The venue is proposing to utilize a dumpster to remove all solid waste.

**Hazardous, Special & Radioactive Materials** – The proposed development will handle, store, and use all materials identified as hazardous, special or radioactive in accordance with the standards of Federal and State agencies.

The proposed development will not create or utilize any hazardous, special & radioactive materials.

**Air Quality** – The proposed development will not result in undue air pollution or odors.

The proposed development will not create any odor that will negatively impact abutters or the public.

**Water Quality** – The proposed development will not result in water pollution.

The proposed development will not create any liquid, gaseous or solid material that will have an adverse effect on groundwater. There will be no storage of fuel, chemicals, industrial wastes or biodegradable raw materials. As the proposed development creates less than one acre of impervious area, a stormwater permit is not required from DEP.

**Stormwater** – The proposed development will provide for the collection and disposal of all stormwater that runs off proposed streets, parking areas, roofs, and other impervious surfaces, which must not have an adverse impact on abutting or downstream properties.

Stormwater from the road will be treated by existing natural vegetation and existing meadow areas. The proposed parking area will be lawn and not create any new impervious area. The proposed lawn parking will be surround by existing natural vegetation and existing meadow vegetation. Stormwater runoff from roofs will be controlled by foundation perimeter drains. These drains will surround the foundation of all buildings and gravity drain to an existing vegetated area.

**Sedimentation & Erosion Control** – The proposed development will take adequate measures to prevent soil erosion and the sedimentation of watercourses and waterbodies.

The proposed development will utilize a combination of devices to ensure Sedimentation and erosion control. These devices include but not limited to Silt Fences, Erosion Control Mulch and Erosion Control Socks.

**Noise** – The proposed development will control noise levels so that it will not create a nuisance for neighboring properties.

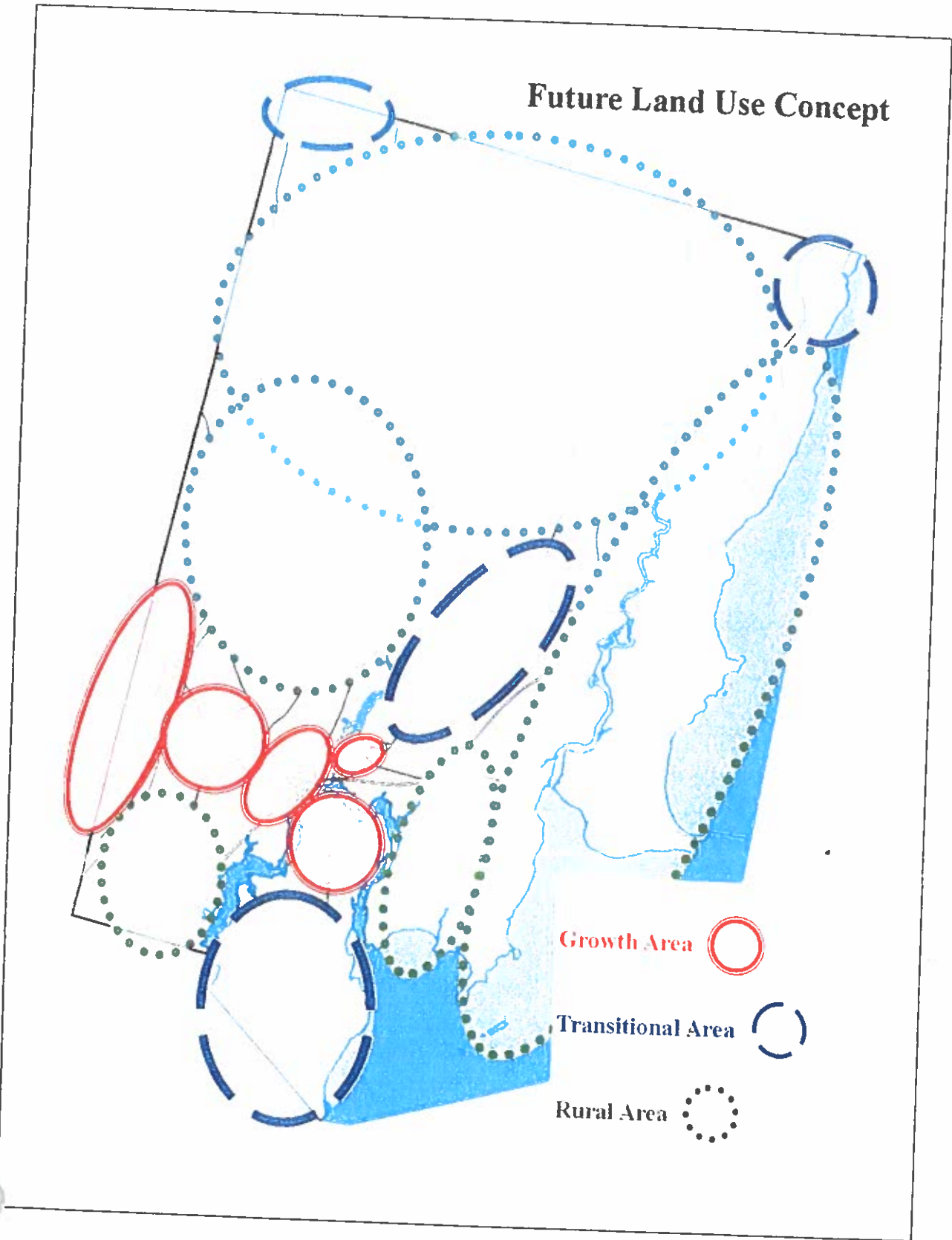
Noise will be kept to a minimum between the hours of 9p.m. and 6 a.m. Noise from the venue will be kept to a minimum by the design of the structure. The structure will be fully insulated and sound proofed. The location of the proposed development maintains adequate buffering between the proposed activity and neighbors' property lines. The majority of guests will leave between 9p.m and 10p.m, this will create minimal noise.

**Compliance with Ordinances** – The proposed development conforms with the provisions of this Land Use Ordinance and other ordinances and regulations of the Town of Bowdoinham.

The proposed development conforms with the provisions of the Land Use Ordinance. The project will require a shoreland zoning permit, a building permit, an internal plumbing permit and a subsurface wastewater disposal system permit

**Town Plans & Vision Statements** – The proposed development is consistent with the intent of the Town's Plans, including but not limited to the Comprehensive Plan, Waterfront Plan, and Transportation Vision Statement.

The proposed development is in keeping with the intent of the Town's plans. Our goals are in keeping with the Town of Bowdoinham's vision for the Town. Our goal is to create a successful destination wedding venue that is an asset to the Town and other local businesses. The location of the proposed development is on the line between the "Rural Area" and "Transitional Area" on the Future Land Use Map on page 15 of the current Comprehensive Plan. Our goal is to strike a balance between these two areas by preserving the rural and natural character of the area and establishing a successful business.



### *Growth Area*

*"The village is ever more attractive and lively. There are more businesses, another restaurant or two, and sidewalks. New development in the village is in character with the historic buildings and served by enhanced infrastructure." - Vision Statement*

This Growth Area will allow the Town's historical village area to be maintained and grow into the surrounding developed area: Main Street to the highway interchange area and Pond Road, "Little Brooklyn" (the waterfront area to Wallentine Road), the area around the Bowdoinham Community School, Fisher Road where smaller lots currently exist, and the existing subdivision area around Browns Point Road. To allow for new development in the growth area, the required lot size and residential density will need to be reduced from one acre and provisions for cluster subdivisions and multi-family developments should be considered. The existing lots in the historic village area are 10,000 to 20,000 square feet. Due to the Town's dependence on septic(s) and State's Subsurface Wastewater Disposal Rules the lot size and residential density could not be less than 20,000 square feet (a little less than half an acre). To keep in character with our historic village area, mixed-use development (residential, agricultural, commercial, institutional and industrial) should be allowed to continue. The Town's current Site Plan rules were created in 2008 to address mixed-use development through-out Town and should be adequate as mixed-use is allowed to continue. However, due to the Shoreland Zone and Floodplain areas within this growth area, some industrial and commercial uses will have to continue to be restricted. As the village area grows, the Town will need to continue with its capital investments (sidewalks, three phase power, other amenities, etc.) as planned.

### *Transitional Area*

*"The town's rural character, rich history, and natural beauty are preserved. Bowdoinham's country roads continue to be lined with scattered houses, fields, forests and small businesses." - Vision Statement*

The Transitional Areas are the areas in Town which are located adjacent to more developed areas (Richmond's village, "four-corners" and highway-interchange areas; Topsham's Rural Residential District; and our growth area. While these areas may be appropriate for development, the Town wants to direct its growth and the capital investments to support growth into the growth area. These transitional areas should continue to allow mixed-use development (residential, agricultural, commercial, institutional and industrial) in accordance with the Town's Site Plan Review rules. Additional regulations will impact development in the transitional areas that are within the Shoreland Zone and Floodplain areas. The lot size and residential density of one-acre should remain for the transitional areas and provisions for cluster subdivision with open space should be considered.

## *Rural Area*

*"The town's rural character, rich history, and natural beauty are preserved. More of the land is in agricultural use and the food produced is healthy and safe. Woods, wetlands, and waterfronts are highly valued as in the past. Continuing a tradition of thoughtful management, Bowdoinham's wildlife habitat and outdoor recreation areas, including Merrymeeting Bay, are treasured by locals and visitors alike. Bowdoinham's country roads continue to be lined with scattered houses, fields, forests and small businesses." - Vision Statement*

The Rural Area includes most of the Town's agricultural land, forests, natural resources (wetlands, wildlife habitats etc.), and preserved lands. The ability of the land to support new development varies through-out this Rural Area. Bowdoinham is known for both its poor soils (wet and clay) and good agricultural soils. The lot size and residential density should remain one-acre and provisions for cluster subdivision with open space should be considered. While home-based businesses, residential and agricultural uses should continue to be allowed, the Town should consider restricting commercial and industrial uses that would negatively impact the existing uses and important natural resources. Additionally, the Town should take steps to protect and maintain its agricultural activities and agricultural soils.

## Critical Natural Resources

Our critical natural resources should continue to be maintained and protected through our Town, State and Federal regulations, including (but not limited to) Shoreland Zoning, Floodplain Management, Natural Resources Protection Act, Subdivision, Site Plan Review, Stormwater Management. Please refer to the following maps:

- Bowdoinham Habitat and Marines Resources
- Beginning with Habitat - High Value Plant & Animal Habitats
- Regionally Significant Habitats and Undeveloped Blocks
- Water Resources
- Bowdoinham Shoreland Zoning Map
- Bowdoinham Floodplain Map

## Shoreland Zoning Standards Narrative

### **1) Will maintain safe and healthful conditions.**

The proposed cabin will be located over 100 feet from the High-Water mark and the removal of the existing cabin is will promote a safe and healthy condition. The seasonal/temporary dock will provide a safe access point to the water

### **2) Will not result in water pollution.**

The dock is temporary/seasonal and will not result in any water pollution. The cabin will not create any water pollution as it will utilize a subsurface waster water system designed to meet its needs.

### **3) Will provide adequate provisions for the collection and disposal of all stormwater that runs off proposed streets, parking areas, roofs, and other impervious surfaces.**

The stormwater created by the cabin will be treated with foundation perimeter drains and existing natural vegetation

### **4) Will take adequate measures to prevent soil erosion and the sedimentation of watercourses and waterbodies.**

The proposed development will utilize erosion control devices to prevent erosion control. Soil disturbance will be kept to a minimum during construction of the dock and cabin. Erosion controlled will be used where applicable and will be consisted with rest of the development.

### **5) Will take adequate measures to avoid and to minimize having an adverse effect on wetlands and/or waterbodies.**

The dock and cabin will be located more than 250 feet from the fresh water tidal marsh as identified by Maine Natural Areas Program. We plan to maintain a 250ft vegetated buffer around the resource.

### **6) Will provide for the disposal of all wastewater in accordance with the State of Maine Subsurface Wastewater Disposal Rules.**

A subsurface wastewater disposal system has been designed to be utilized by the development. The disposal field is to be located outside of the Shoreland Zone.

### **7) Will not have an adverse impact on spawning grounds, fish, aquatic life, bird or other riparian wildlife habitat.**

The dock is seasonal/temporary and will not have an adverse impact on spawning grounds, fish, aquatic life, bird or riparian habitat.

The cabin is to be located over 100ft from the high-water mark of the Kennebec River and more than 75 feet from a stream.

### **8) Will conserve natural, native vegetation along the shoreline.**

Any tree or vegetation removal will be in accordance with the Clearing or Removal of Vegetation for Activities Other than Timber Harvesting outline in Article 7, Section D. 17.

**9) Will conserve visual corridors.**

The proposed development is not located in any visual corridors. The proposed development is located and sized in a manner that is in keeping with existing structures and docks to the north and south along the river.

**10) Will conserve access to inland and coastal waters.**

The dock will not limit access to coastal waters.

**11) Will not have an adverse effect on historic and/or archaeological sites.**

There are no Historic or Archaeological sites in the vicinity of the proposed development. An email has been sent to the Maine Historic Preservation Commission.

**12) Will not adversely affect existing commercial fishing or maritime activities in a Commercial Fisheries/Maritime Activities district.**

The proposed development is not located in the Commercial Fisheries/Maritime Activities District

**13) Will be in compliance with the Town's Floodplain Management provisions.**

The proposed dock is seasonal and will be stored upland out of the Floodplain when not being utilized. The Dock will be anchored to the existing ledge and will comply with the Town's Floodplain Standards.

**14) Will be in conformance with the provisions of Article 7, Section D, Performance Standards.**

The proposed development involves the construction of a Barn/Venue outside of the Shoreland, construction of a dock, the construction of a cabin and removal of an existing cabin.

The dock will be located on the shoreline. The cabin will be more than 100 feet from the high water mark and is in accordance with Article 7.d.2 for Principal and Accessory Structures. The area where the cabin will be removed will be revegetated in accordance with Article 7.20 for the Revegetation. We will use native vegetation to reestablish a root system to help prevent erosion.

**Article 7.3 for Piers, Docks, Wharves, Bridges and Other Structures and Uses Extending Over or Below the Normal High-Water Line of a Water Body or Within a Wetland and Shoreland Stabilization.**

**a) Access from shore shall be developed on soils appropriate for such use and constructed so as to control erosion.**

The proposed dock is temporary/seasonal. The dock will be start on the upland and extend from existing ledge.

**b) The location shall not interfere with existing developed or natural beach areas.**

The proposed dock will not be located in the vicinity of natural beach areas.

**c) The facility shall be located so as to minimize adverse effects on fisheries.**

The proposed dock will be located as to minimize the length required to access water at any time. The floated will be elevated and will have minimal impact on fisheries.

**d) The facility shall be no larger in dimension than necessary to carry on the activity and be consistent with the surrounding character and uses of the area. A temporary pier, dock or wharf in non-tidal waters shall not be wider than six feet for non-commercial uses.**

The dock is not located on non-tidal waters and will be 4 feet wide and approximately 50 feet long, this will allow the dock to float at all times.

**e) No new structure shall be built on, over or abutting a pier, wharf, dock or other structure extending beyond the normal high-water line of a water body or within a freshwater or coastal wetland unless the structure requires direct access to the water body or wetland as an operational necessity.**

No new structure is proposed adjacent to the dock.

**f) New permanent piers and docks on non-tidal waters shall not be permitted unless it is clearly demonstrated to the Planning Board that a temporary pier or dock is not feasible, and a permit has been obtained from the Department of Environmental Protection, pursuant to the Natural Resources Protection Act.**

The proposed dock is located on tidal waters.

**g) No existing structures built on, over or abutting a pier, dock, wharf or other structure extending beyond the normal high-water line of a water body or within a freshwater or coastal wetland shall be converted to residential dwelling units in any district.**

The cabin located adjacent to the proposed location of the dock will be removed.

**h) Except in the General Development Districts and Commercial Fisheries/Maritime Activities District, structures built on, over or abutting a pier, wharf, dock or other structure extending beyond the normal high-water line of a water body or within a coastal or freshwater wetland shall not exceed twenty (20) feet in height above the pier, wharf, dock or other structure.**

No new structure is proposed adjacent to the dock.

**i) The structure should be placed to minimize the shading on existing vegetation.**

The dock will be start on the upland and extend from the existing ledge. The dock will be elevated and minimize shading of existing vegetation.

**j) The applicant must demonstrate that a community or shared dock is not possible.**

Due to the Topography and existing streams a community or shared dock is not possible.

**k) The applicant must minimize the use of wood preservatives, stains and paints on said structure.**

The dock will not be treated with stains or paints. The material will CCA-treated lumber and cured for 21 days as recommend by DEP.

**l) The storage of floats and boats must occur on the upland.**

The seasonal parts of the dock will be stored out of the Floodplain and in the upland of the property.



m) No more than one pier, dock, wharf or similar structure extending or located below the normal high-water line of a water body or within a wetland is allowed on a single lot; except that when a single lot contains at least twice the minimum shore frontage as specified in Article 7.D.1, a second structure may be allowed and may remain as long as the lot is not further divided.

**One dock is being proposed.**

n) A structure constructed on a float or floats is prohibited unless it is designed to function as, and is registered with the Maine Department of Inland Fisheries and Wildlife as a watercraft.

**A structure is not proposed on the float**

o) **Vegetation may be removed in excess of the standards in Article 7.D.17 of this ordinance in order to conduct shoreline stabilization of an eroding shoreline, provided that a permit is obtained from the Planning Board. Construction equipment must access the shoreline by barge when feasible as determined by the Planning Board.**

**(i) When necessary, the removal of trees and other vegetation to allow for construction equipment access to the stabilization site via land must be limited to no more than 12 feet in width. When the stabilization project is complete the construction equipment accessway must be restored.**

**(ii) Revegetation must occur in accordance with Article 7.D.20.**

Not Applicable

p) **A permit pursuant to the Natural Resources Protection Act is required for the Department of Environmental Protection for Shoreland Stabilization activities.**

The proposed dock does not require shoreline stabilization.

