



PO Box 281

Lovell, ME 04051

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October 12, 2022

Mr. Michael Burke  
Chairperson, Board of Appeals  
Town of Lovell  
1069 Main Street  
Lovell, ME 04051

Dear Mr. Burke:

Our Eden Association (“OEA”) urges affirmance of the formal written determination of the Code Enforcement Officer (“CEO Determination”) (*Attachment 1 hereto*) that the land use contemplated by Bridgton Investment Fund, LLC and its owner, Mark Lopez, (collectively “Bridgton Investment”) in Conditional Use Application 2022-03 is not expressly listed in the Lovell Zoning Ordinance (“Ordinance”) Table of Uses.

Bridgton Investments correctly observes that, at present, its proposed self-storage facility is not allowed anywhere in Lovell, but mistakenly suggests that the prohibition stems from the CEO Determination. Instead, it is the recent amendment to Section 6.2 of the Ordinance that prohibits their proposed use, as well as all other uses that are not expressly listed in the Table of Uses.

Lovell citizens voted overwhelmingly at the March 2022 Annual Town Meeting to change the town’s approach to development. No longer is the Planning Board obligated to consider every conditional use application under the old “most similar to” standard. Section 6.2 of the Ordinance now operates as a rule of general application to prohibit all uses not expressly listed in the Table of Uses. The prohibitory impact of Section 6.2 on self-storage facilities is the same as its impact on civil engineering firms, physical therapy clinics, and a wide range of other land uses.

Recourse for relief from the prohibitory impact of Section 6.2 should be through amendment to the Table of Uses, following the procedures of Article XI of the Ordinance, rather than unfounded conditional use applications and appeals to the Board of Appeals. Nevertheless, for the reasons set forth in the CEO Determination and below, the Board of Appeals should reject the appeal of Bridgton Investment and affirm the CEO Determination.

## 1. Summary

Self-storage is not a type of warehouse and self-storage buildings do not fit under the ordinance term “warehouse.” Bridgton Investment’s sole contention<sup>1</sup> in this appeal is that the CEO was in error when he found that self-storage is not a type of warehouse and that self-storage buildings do not fit under the ordinance term “warehouse.” Because the CEO Determination was well-founded on both the facts and the law, the appeal should be rejected, and the CEO Determination should be affirmed.

Using the ordinarily accepted meaning of the terms, warehouse does not include self-storage and self-storage is not a type of warehouse. Evidence of the ordinarily accepted meaning of those terms may be found in Bridgton Investment’s use of those terms in its standard form rental agreement, in state law, in the Bridgton Land Use Code, and in Bridgton Investment’s course of conduct and public filing under the Bridgton Code. Each of these sources of evidence demonstrates that self-storage and warehouse are distinct terms, and that self-storage is not a subset of warehouse. This is a sufficient basis on which to affirm the CEO Determination.

But even if self-storage is a type of warehouse, the CEO Determination should be affirmed because the self-storage type of warehouse is not expressly listed in the Table of Uses. The Table of Uses expressly lists only a single type of warehouse, “Warehouse, Distribution Center,” which does not encompass self-storage facilities. For this reason, as well, the appeal fails. The CEO Determination should be affirmed.

## 2. Standard of Review and Rules of Construction

The Board of Appeals is to hear and decide this matter on a de novo basis. Under de novo review, in addition to considering the CEO Determination, the Board may consider new evidence, information, testimony, and witnesses; the Board may conduct the review as though the application is being newly presented. See Ordinance, Section 10.3(A)(2).

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<sup>1</sup> In Footnote 1 to its appeal, Bridgton Investment states that it “believes that its Phase 2 application was ‘pending’ at the Planning Board prior to the [Section 6.2] Ordinance amendment and, therefore, should be reviewed under the pre-existing Ordinance provisions.” The Board of Appeals should disregard this statement of belief and not treat it as a separate basis for appeal. The Planning Board Meeting Minutes, February 16, 2022 (*Attachment 2 hereto*), reflect the unanimous determination of the Planning Board that the Phase 2 application was “not complete” and, therefore, could not be pending. To the extent that the Planning Board’s completeness determination was appealable, Bridgton Investment waived that right failing to make a timely appeal conforming to the requirements of Ordinance, Section 10.5.

In conducting its review, the Board is to apply the Ordinance's rules of construction. Ordinance Section 2.1 provides that "all words other than those specifically defined in the ordinance shall have the meaning implied by their context in the ordinance or their ordinarily accepted meaning."

**3. To Be Expressly Listed a Use Must be Specifically Mentioned in the Table of Uses or in Ordinance-Defined Terms Used in the Table**

Bridgton Investment does not contest the Code Enforcement Officer's determination that the term "expressly," as used in "expressly listed" means "particularly, specifically," CEO Determination at 1, and therefore has waived any argument that the CEO Determination erred in reaching this conclusion. For clarity, and for the sake of completeness, the Board of Appeals should conclude that "expressly listed" means specifically mentioned, either in the Table of Uses itself or in terms used in the Table of Uses and defined elsewhere in the Ordinance. "Specifically mentioned" excludes other constructions of the term "expressly listed" that rely on a reasoned process of comparison, implication, or inference.

**4. The Ordinarily Accepted Meaning of Warehouse Does Not Include Self-Storage; Self Storage is Not a Type of Warehouse**

There are multiple sources of the ordinarily accepted meaning of words. The Code Enforcement Officer looked to a dictionary definition and could be affirmed on that basis alone. Bridgton Investment's use of the terms self-storage and warehouse, state and other local law use of the same terms, and the Bridgton Investment's course of conduct under those laws are also evidence of ordinarily accepted meaning. In this case, all these sources of evidence point in the same direction and support the conclusion that self-storage is not a type of warehouse.

**a. Bridgton Investment's Self-Storage Rental Agreement Disclaims Being a Warehouse**

Bridgton Investment's use of the terms self-storage and warehouse in its standard customer rental agreement (the "Rental Agreement") is evidence that self-storage is not a type of warehouse in the ordinarily accepted meaning of those terms. The Rental Agreement was submitted in connection with the Lovell Planning Board's review of Phase I of this project and is included as *Attachment 3 hereto*. Bridgton Investment cannot now argue that it was using the terms self-storage and warehouse outside of their ordinarily accepted meaning.

In the Rental Agreement, Bridgton Investments not only distinguishes between self-storage and warehouse, they disclaim operating a warehouse. The Rental Agreement provides notice required by the Maine Self-Storage Act, 10 M.R.S. § 371 et. seq., accepts that Bridgton Investment is the "Operator" within the meaning of the Maine Self Storage Act, rejects that Bridgton Investment is a "warehouse man," disclaims the duties of "care, custody and control" associated with warehousing, and flatly states that "no bailment is created here under." *Attachment 3, paragraph 6*. In its carefully drafted, legalistic way, the Rental Agreement effectively states: "This is a self-storage facility, not a warehouse."

**b. Maine State Law Provides Distinct Regulatory Regimes for Self-Storage Facilities and Warehouses, Demonstrating that Self-Storage is not a Type of Warehouse**

Maine state law is further evidence that, in the ordinarily accepted meaning of the terms, self-storage is not a type of warehouse. Self-storage and warehouses are subject to different state laws. The law applied to self-storage facilities is not applied to warehouses. The law applied to warehouses is not applied to self-storage facilities. The usage of these terms in state law cannot be said to be out of the ordinary or not accepted.

Self-storage facilities are subject to the Maine Self-Storage, Act, 10 M.R.S. § 371 et. seq. (*Attachment 4 hereto*), which defines a “self-storage facility” as “any real property used for renting or leasing individual storage spaces under a written rental agreement in which the occupants themselves customarily store and remove their own personal property on a self-service basis.” The Maine Self Storage Act also defines the “Operator” of a self-storage facility to “not mean a warehouseman, unless the operator issues a warehouse receipt, bill of lading or other document of title for the personal property stored.” In other words, a self-storage facility is not a warehouse unless it engages in warehousing.

Warehouses, by contrast, are subject to the Documents of Title provisions of the Maine Uniform Commercial Code (“UCC”), 11 M.R.S. Article 7-A (*Attachment 5 hereto*), which has extensive provisions regulating the use of warehouse receipts, bills of lading, and the bailment that arises in warehousing transactions. The differences between self-storage and warehouse are well understood and accepted in Maine state law.

**c. The Town of Bridgton Land Use Code and Bridgton Investment’s Course of Conduct in Complying with that Code Demonstrate that Self-Storage is Not a Type of Warehouse in the Ordinarily Accepted Meaning of Those Terms**

The Bridgton Land Use Code (the “Bridgton Code”) (*excerpted as Attachment 6 hereto*) distinguishes between a “Self-Storage Facility” and “Warehousing and Distribution,” reflecting that, in the ordinarily accepted meaning of the terms, self-storage is not a type of warehouse. Bridgton Investment’s course of conduct in complying with the Bridgton Code, including the filing for its Lake Region Safe Storage operation in Bridgton seeking approval to operate a “Self-Storage Facility” not a “Warehousing and Distribution Center,” underscores the distinction between the terms self-storage and warehouse.

“Self-Storage Facility” is defined in the Bridgton Code as “a building or group of buildings consisting of individual, self-continued units that are leased for self-service storage of personal property,



with no commercial transactions permitted other than the rental of storage units.” Bridgton Code at 164.

“Warehousing and Distribution Center” is defined quite differently, distinguishing warehouses from self-storage based on the nature of the facility, its operation, and the property being stored. The definition of “warehousing and distribution” in the Bridgton Code is “a facility for storage and distribution of manufactured products, supplies, and equipment, including the wholesaling of goods not manufactured on the premises.” Bridgton Code at 168.

The plain meaning of the definitions of “self-storage facility” and “warehousing and distribution” in the Bridgton Code make clear that self-storage does not overlap with warehouses, much less is subsumed by them. The conclusion that self-storage is not a type of warehouse is further supported by the context in which the terms are used in the Bridgton Code. The two uses are subject to no difference in treatment under the Bridgton Code. Both are permitted in the same zoning districts, subject to site approval by the Code Enforcement Officer or the Planning Board. Bridgton Code at 35. If the Board of Appeals is to follow the rule of construction urged by Bridgton Investment in this appeal (see Appeal at p. 3, par. 2) that terms be given independent meaning rather than be treated as surplusage, the Board must conclude that the only reason self-storage facilities and warehousing and distribution are separately listed in the Bridgton Code Table of Uses is that the two terms mean different things. In other words, as used in the Bridgton Code, self-storage must not be a type of warehouse. If self-storage was merely a subset of warehouse, its separate listing in the Bridgton Code Table of Uses would be redundant.

Significantly, in its March 16, 2016 Site Plan Application (SPA) (*Attachment 7 hereto*) seeking permission to construct and operate the Bridgton location of what is now known as Lake Region Self Storage, Bridgton Investment filed as a self-storage facility, not warehousing and distribution. The SPA stated that the “Proposed Use” was “Self Storage Facility with rental office & consignment shop” and repeatedly described the project as consisting of self-storage buildings, an office and a consignment shop. The Impact Statements submitted by various Bridgton town officials, including the Code Enforcement Officer, describe the “Proposed Use” as self-storage building, office and consignment shop. *See Attachment 8 hereto*. The tri-partite description --self-storage buildings, office and consignment shop -- is repeated in the Bridgton Planning Board Findings of Fact and Conclusions of Law approving the project. *See Attachment 9 hereto*.

The word “warehouse” is not used in any of the documents constituting the record in the Bridgton SPA review, no doubt because Bridgton Investment knew the difference, had no intention of operating a warehouse on the site, and saw no need to get approval to do so. At no time has Bridgton Investments suggested that it was using those terms outside or their ordinarily accepted meaning.

**d. Bridgton Investment's Resort to Alternative Dictionary Definitions is Unavailing**

Bridgton Investment ignores the wealth of evidence demonstrating that self-storage is not a type of warehouse in the ordinarily accepted meaning of the terms and resorts, instead, to snippets of dictionary definitions. This effort is unavailing. All Bridgton Investment manages to do with its dictionary references is establish that both self-storage and warehousing entail storage. But the fact that self-storage and warehouses are each a type of storage in no way informs the question of whether self-storage is a type of warehouse. Barns, garages and sheds are commonly understood to be types of storage, yet no one could suggest they are understood to be warehouses.

Bridgton Investment's use of dictionaries simply answers the wrong question. To understand their ordinarily accepted meaning, the Board should consider the use of the terms self-storage and warehouse in Bridgton Investment's rental agreement, in state law, in the Bridgton Code, and in Bridgton Investments course of conduct and prior filing under the Bridgton Code.

**5. Even if Self-Storage is a Type of Warehouse, It is Prohibited in Lovell; Only the Distribution Center Type of Warehouse is Expressly Listed in the Table of Uses**

But even if self-storage is a type of warehouse, the CEO Determination was correct to conclude that the applicant's intended use was not expressly listed in the Table of Uses. Neither warehouses nor warehousing is expressly listed or specifically mentioned in the Table of Uses. There is an express listing for "Warehouse, Distribution Center," a particular type of warehouse that does not encompass self-storage facilities. Bridgton Investment does not and cannot argue that their self-storage facility is a distribution center.

Here the context of the use of the term warehouse is important. The Ordinance Table of Uses makes frequent use of the labeling convention "XXX, aaa" and "XXX,bbb" where "aaa" and "bbb" are narrowly defined uses that are, at once, exclusive of each other and entirely subsumed by the more broadly defined use, "XXX." Use of this labeling convention enables the Table of Uses to allow or prohibit different subsets or types of the more broadly defined use in specified districts. Restaurants provide a useful illustration of this labeling convention. The Table of Uses expressly lists "Restaurant, Standard" and "Restaurant, Fast Food" distinguishing the districts in which they may be allowed. In the Village District, Restaurant, Fast Food is prohibited while Restaurant, Standard is allowed as a conditional use. By virtue of not being expressly listed, all other forms of restaurants are prohibited.

Dwellings, Home Occupations, Manufacturing, Piers, and Accessory Uses or Structures are other examples of the use of this labeling convention. In each case there is differential treatment of more narrowly defined types of the more broadly defined use.

In respect of warehouses, the Table of Uses allows only a single type of warehouse, "Warehouse, Distribution Center." By not listing other types of warehouses, the Table of Uses, under the current

Mr. Michael Burke

October 12, 2022

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version of Section 6.2, chooses not to allow any other types of warehouses. All types of warehouses other than distribution centers are prohibited. Bridgton Investment contends that self-storage is another type of warehouse. But there is no listing in the Table of Uses for "Warehouse, Self-Storage" and for that reason, as well, Bridgton Investment's appeal fails.

### **Conclusion**

For the reasons stated in the CEO Determination and above, the Board of Appeals should affirm the CEO Determination.

Very truly yours,

A handwritten signature in black ink, appearing to read "Paul T. Denis", written over a horizontal line.

Our Eden Association

By Paul T. Denis, Director

cc: Philip R. Saucier, Esq., Counsel to the Town of Lovell Board of Appeals  
Gordon R. Smith, Esq., Counsel to Bridgton Investment Fund, LLC and Mark Lopez  
Mr. Alan Broyer, Code Enforcement Officer, Town of Lovell

Attachment 1

CEO Formal Written Determination



**Town of Lovell**

**Lovell, Maine**

July 28, 2022

Mark Lopez  
DBA Bridgton Investment Fund, LLC.  
438 Commons Drive  
Bridgton, Maine 04009

**Conditional Use 2022-03. Code Enforcement Notice of Decision**

Mr. Lopez,

Article 6.2 of the Lovell Zoning Ordinance requires that, in the event there is a question whether a proposed use is listed in the Land Use table, the Code Enforcement Officer shall make a formal written determination.

On July 27, 2022, the Planning Board met with you and your attorney at the scheduled public meeting. During discussion, you said that the self-storage project fit in as a warehouse, as listed in the Land Use tables. The Planning Board however disagrees, as the wording in the current Article 6.2 states, “expressly listed” and not the former wording, “most similar to”.

Although you have said that your project fits as a warehouse, your Conditional Use application and cover letter, identifies the project as a self-storage facility and does not specifically state the project is a warehouse. The definition of a warehouse found in the Merriam Webster dictionary does not include self-storage of personal possessions.

The intent of the March 2022 Lovell Town meeting vote to amend Article 6.2 was to prevent facilities that do not fall within the current land use tables from being constructed.

To aid me in deciding whether “warehouse” as listed in the current Land Use tables, can be considered to include “self-storage facility”, I will rely on the definitions below and information available in the application.

Merriam Webster Definitions:

Expressly: particularly, specifically.

Similar: having characteristics in common: strictly comparable.

Warehouse: a structure or room for the storage of merchandise or commodities.

Self-Storage: noting or pertaining to a warehouse or other facility that rents units to people for storing personal possessions. (Dictionary.com).

In March of 2021, when we met at the property, I indicated to you that “warehouse” in the Land Use table was most similar to your proposed self-storage facility. Although there were conflicting definitions whether a self-

storage facility was most similar to a warehouse, as far as the Land Use table was concerned, Article 6.2 at that time, was vague enough in its wording that it was similar to a warehouse.

Now that Article 6.2 has been rewritten, the term “most similar” no longer applies. It is either in the Land Use table or not..

The January 12, 2022, cover letter by Terradyn Consultants, LLC, which is attached to your Conditional Use application indicates that you are applying for “Lovell Self Storage”. In paragraph 2 it goes on to describe the initial 2021 application for the “construction of three self-storage buildings...”. I did not find in this letter any mention of building a warehouse.

Additionally, on the first completed page of the Town of Lovell Conditional Use Application under “Brief Description of Project” It states.

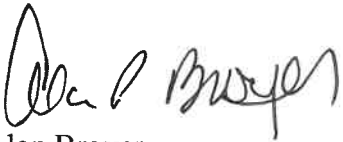
“Construct six additional self-storage buildings...”. Again, not warehouses.

**Determination:**

It is my determination that a self-storage facility is not a warehouse as listed in the 2022 Land Use tables.

Under Article 10.5 Appeal Procedure. An aggrieved party may appeal this decision to the Lovell Board of Appeals within 30 days of the date of the official written decision. The application for Administrative Appeal can be found on the Town of Lovell website -Appeals Board.

Respectfully,



Alan Broyer

Town of Lovell

Code Enforcement Officer

Attachment 2

Town of Lovell Planning Board Minutes February 16, 2022

**TOWN OF LOVELL  
1069 MAIN STREET,  
LOVELL, ME 04051  
207-925-6272  
207-925-1710 FAX**

**Planning Board Meeting Minutes  
February 16, 2022**

1. **The meeting was called to order at 7:01 pm at Lovell Town Hall.** Chairman Wurm read the Board's mission statement.
2. **ATTENDANCE:** Heinrich Wurm, chair, Jane Lansing, second chair, Eugene Jordan, Diane Caracciolo, Sandra Bell, Sheri Paulette. Absent: Kevin MacDonald. Ms. Bell to take on voting position for Mr. MacDonald, Alan Broyer, CEO, James Katsiaficas, attorney for the Town. The meeting was recorded and shared via Internet (Zoom). There were an estimated audience of 30 in person and several on-line participants.
3. **REVIEW of MINUTES:** deferred to March 2<sup>nd</sup>. Review of minutes of the 2/26, 2/2 and 1/19 minutes required at that time.
4. **Additional Agenda Item:** Under New Business, a Conditional Use application for conversion of retail space to professional office use (2022-04, Change of Use), submitted on 1/19/22 and was be added to today's agenda.
5. To streamline the meeting, a change in sequence of the agenda was accepted and item 6 – **Old Business, Solar Ordinance** - was moved to the first agenda item.  
Mr. Katsiaficas gave a brief update on the collaborative solar ordinance creation plan as outlined in the text of the Moratorium involving the Southern Maine Planning and Development Commission (SMPDC), Planning Board workshops and Comprehensive Plan Review committee and the submission of a completed solar ordinance by Our Eden Association (OEA). He posed the question whether to hold further work on a Lovell ordinance and wait for the outcome of a vote on OEA's submission at a special town meeting on April 2<sup>nd</sup>, 2022. After a brief discussion and an expression of continued interest in solar ordinance development work, Paul Driscoll, attorney for OAE, introduced David Patterson, founding member of OEA, and Christopher O'Neill, consultant "at the interface of politics and policy" to give an outline of OEA's creation, methodology and goals in developing the currently proposed ordinance which is headed for a public hearing on March 2 and a Special Town Meeting vote on April 2, 2022. Following the presentation, questions were raised by PB members and the public. Among others, re. allowable dimensions for solar arrays, contiguous installations, access to the OEA website, the size of Lovell's industrial zone district.



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**6. CONDITIONAL USE APPLICATIONS:**

- a. 2021-86CU Kevin and Kathleen Cormier U08-019 30 North Lower Bay Road  
Rebuild cottage in the Shoreland Zone. Mr. Jordan recused. Ms. Paulette takes his place on the voting roster.

David Hart gave an update after the PB discussed this application on 1/5 and 1/19 and did a site visit on 1/3/22. He previously (1/12) submitted an updated site plan and a 12-point list of items of understanding. Comments by DEP's Jeff Kalinich put the feasibility of the project in question, including attaching the cabin to the garage. Mr. Hart confirms that the rebuilt cabin will be the primary residence and the kitchen will be moved from the garage to the primary residence. Lot coverage and relocation of an undocumented shed are additional issues that need to be addressed. Chair makes a **motion to defer further action until both, Jeff Kalinich, DEP and Lee Feldman, SMPDC have clarified the situation and the manner this project can go forward**. The motion was seconded by Ms. Lansing and unanimously accepted by roll call.

- b. **2022.01 CU - Gehman Real Estate Partnership- U21-006 - 27 Gammon Cove Rd:**  
Kitchen demolition and rebuild. Presented by Bob Drew. Moving the kitchen addition from the back of the house where it is subject to water damage from the driveway and sloping terrain to the side of the house. The project was discussed with Jeff Kalinich from DEP who offered to assist in a possible reconfiguration of the drainage once the snow melts. Mr. Jordan suggested that DEP's Permit by Rule protocol might cover the situation. Ms. Caracciolo voices concern re. potential delays. **Chair motions to accept the DEP's offer for a visit prior to final approval of the application**. Motion is seconded by Ms. Lansing and accepted 4:1 with Mr. Jordan dissenting. Further discussion resulted in a **motion by the chair to have an erosion control plan in place prior to final approval of the project**. Ms. Lansing seconds and approval is unanimous by roll call. Mr. Drew will notify the CEO when conditions are right for a site visit.

- c. **2022-04, Change of Use 571 Main St. – Dr. Candice McElroy** is moving into a commercial space owned by Bob Drew and converting it to a professional office. Minor changes are required but overall, no issues preventing the application to be approved. Motion made by chair and seconded by Mr. Jordan is approved unanimously by roll call vote.

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- d. **2022-03 Bridgton Investment Fund, Mr. Mark Lopez. Construction of six self-storage buildings (29,900 s/f). Phase 2.** Mr. Meek, engineer with Terradyn, presents the application and notes much similarity to prior submission of data, waivers and design criteria with the exception of a Chapter 500 Stormwater Permit application that became necessary due to the size of the project (48,000 s/f building area, 2.57 acres impervious area and 4.06 acres of total developed area). Mr. Meek nevertheless hopes to have the application declared complete with the DEP pending. Attorney Scott Anderson relates other town's allowances of DEP permit as a condition of final approval. Ongoing discussion around traffic patterns, number of units to be built, rationale for applying for additional units without seeing how the first project turns out. **Mr. Jordan motions and Ms. Caracciolo seconds that the application is not complete as it lacks DEP clearance and that an independent traffic analysis in line with article 9.D.10 needs to be done.** Discussion includes Any waivers previously granted to the first application should not apply or need to be reviewed again. Vote is unanimous by roll call. Follow-up discussion includes an expression of dismay on the part of the Planning Board and the community over this application and a promise of diligence in processing this application. Attorney. Anderson speaks to the lack of a septic system which should preclude the need for a soil survey. Mr. Jordan reminds the board of a survey that was submitted opposing the first application for a self-storage unit but was received and forwarded to the selectboard without follow-up. Ms. Caracciolo raises the question of fire safety and FD access. A discussion with the fire chief is promised. Attorney Anderson and Mr. Meek remind the Board that additional information requested can and should be submitted but should not necessarily delay acceptance of the application. Board members express reluctance in finalizing any decision re. waivers currently contained in the application as additional questions surface. Mr. Anderson mentions the Board's right to request independent assessment of traffic and other conditions in question as part of the approval process. Disclosure of the number of storage units is another priority request by the Board. A number of comments from the public were heard including concerns re. back up of traffic on Rt. 5, light pollution, outdoor storage of vehicles and urgency before the Article 6.2 amendment passes.

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**6. DATE & TIME OF NEXT MEETING:**

March 2, 2022, at 7:00 pm Lovell Fire Station.

**7. ADJOURNMENT:** Motion to adjourn at 9:29 pm accepted by unanimous roll call vote.

:

Submitted by Heinrich Wurm

Attachment 3

Form of Rental Agreement

**Attention:** All Dogs must be on a leash at all times upon entering gated area. Owners must also clean up after their Pets.

Unit Number \_\_\_\_\_

**BRIDGTON STORAGE, LLC**  
Mailing: 293 Portland Road  
Bridgton, ME 04009  
Email: [bridgtonconsignment@gmail.com](mailto:bridgtonconsignment@gmail.com)  
Website: [www.bridgtonstorage.com](http://www.bridgtonstorage.com)  
207-803-8497

CODE: \*                    #

Gate Hours 6:00 am - 9:00 pm

**NOTE:** You will need to provide us with a 10 day notice prior to moving out.

*Please note: if you loose the keys to your unit you will need to pay a \$20.00 cut lock fee and purchase a new lock. We do not allow Tenants to cut their own locks.*

### RENTAL AGREEMENT

This agreement shall be by and between Bridgton Storage, LLC hereafter called "Operator" and the following person, hereafter called "Occupant".

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

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_  
(IF DIFFERENT) \_\_\_\_\_

ARE YOU 18 OR OVER? (You must be 18 or over to lease space): YES \_\_\_ NO \_\_\_

HOME PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

WORK PHONE: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

DRIVERS LICENSE NO: \_\_\_\_\_

E-MAIL \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

SOCIAL SECURITY NO: \_\_\_-\_\_\_-\_\_\_

PERSON TO CONTACT IF OCCUPANT IS UNAVAILABLE:

NAME: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

#### **How did you hear about us?**

Yellow Pages \_\_\_\_\_

Drive by \_\_\_\_\_

Online \_\_\_\_\_

Advertisement (which one?) \_\_\_\_\_

Referral (who?) \_\_\_\_\_

Other: \_\_\_\_\_

#### **1. LEASED SPACE**

Leased Space Unit No: \_\_\_\_\_

Size of Unit: \_\_\_\_\_

**\*Sizes are appropriate and not exact**

Contents (if other than household items)

Multiple horizontal lines for listing contents.

Access is permitted from 6:00 AM – 9:00 PM daily. Access may not be available in case of non-payment, electrical or mechanical failure of gate, controls, or power supply, or during unsafe conditions or emergencies. To request access during one of the aforementioned conditions, written notice must be received by Operator at least 24 hours in advance of requested access. A \$50.00 fee is due for each special access occurrence. Occupant is solely responsible for keeping leased space clear from snow, ice or other obstacles or impairments to access.

2. RENT. Occupant shall pay a total of \$\_\_\_\_\_ per month for the above-referenced leased space(s), payable by the \_\_\_\_\_ day of each month and every calendar month thereafter to Operator or to Operator’s designated agent at the location: by mail or in person at 293 Portland Road, Bridgton, ME 04009. A late fee will be assessed if rent is over five (5) days late. Rent shall be considered paid when it is received. Credit cards may be accepted in person or by phone, but at Operator’s discretion may not be accepted if Occupant is delinquent. On line payments must be for the full amount owed, and may not be allowed if Occupant is scheduled for lien sale. A \$20.00 fee will be charged to occupant for such return. Rent, late fees and lien fees must be paid in full in order to stop any lien proceeding or sale. Note: We do not accept partial payments. No statements or invoices will be sent. Occupant is responsible for paying rent when due.

Occupant hereby authorizes Operator to charge rental fees and deposit to the following credit card, via personal check, bank check or cash:

Type M/C \_\_\_\_\_ VISA \_\_\_\_\_ Type CASH \_\_\_\_\_ CHECK \_\_\_\_\_
Credit Card # \_XXXX\_ - \_XXXX\_ - \_XXXX\_ - \_\_\_\_\_
Expiration Date (mm/yy) \_\_\_\_\_ / \_\_\_\_\_
Authorization Signature \_\_\_\_\_ One time charge \_\_\_\_\_ Monthly charge \_\_\_\_\_

Name on Credit Card (if other than Tenant): \_\_\_\_\_

I, \_\_\_\_\_, the undersigned, authorize the management of Bridgton Storage & Consignment LLC, to charge my credit card specified above for charges incurred on the unit numbers listed on this contract on the 1st day of each month. I also understand that the amount of the payments may vary each month. Signature: \_\_\_\_\_

3. ADMINISTRATIVE. A new Occupant Administrative fee of \$50 will be charged to set up the account. If the account is established after the 15th of the month, the Occupant will pay rent for the remainder of the initial month plus rent for the subsequent month. If leased space must be cleaned

(including sweeping) by Operator, the Occupant shall be responsible for cleaning fees charged at \$50.00 per hour, one hour minimum, plus actual cost of disposal. OCCUPANT IS REQUIRED TO USE A DISC LOCK. The lock will be provided to the Occupant upon rental. Operator does not have keys to any padlock(s) provided to or by Occupant. If Operator has to cut any lock off of a leased space for any reason, Occupant shall pay a \$20.00 lock cutting charge and Occupant shall be required to purchase a new lock from our store. Operator will put a new lock on the leased space and will either provide keys to Occupant in person or will mail them to Occupant.

#### **4. THE MAINE SELF-STORAGE ACT (10-M.R.S.A. 371 ET SEC.)**

**Pursuant to the Maine self-Service Storage Act, the Operator is required to notify the Occupant of the following:**

**1. The Operator of a self service storage facility has a lien on all personal property stored within each leased storage unit for rent, labor, or other charges and expenses reasonably incurred in the event of a sale upon Default as provided for by said Act.**

**2. Personal property stored in the leased space may be sold to satisfy the lien if the Occupant is in Default.**

**3. Said sale shall be held at the self-service storage facility where the personal property is stored or, on-line or, at the nearest suitable location to be determined by the Operator.**

**5. DEFAULT:** If Occupant fails to pay rent when due, Operator may take the following actions:

1. In the event of the failure of Occupant to pay rent within five (5) days after the due date, Occupant will owe a late fee of \$20 per leased space and said leased space will be padlocked by Operator on the fifth day after such rent is due. Occupant shall be denied access to the leased space until the past due balance is paid in full. Once paid in full, Operator shall remove the padlock and restore access within five (5) days.

2. Pursuant to the Maine Self-Service Storage Act, in the event the Occupant is in default for a period of more than 45 days, the Operator may enforce its lien by selling the personal property stored in the leased space at a public or private sale for cash. Proceeds of said sale shall then be used to satisfy the lien, with any surplus disbursed as proved for in said Act. Occupant shall be responsible for any balance left after the sale.

3. A lien fee of not more than \$75 shall be charged on the date that notice, is sent certified mail. of the leased space being scheduled for lien sale. An auctioneer fee of not more than \$250 shall be charged no less that 48 hours before the date the sale is scheduled to take place. Partial payments by Occupant shall not stop the lien sale. **NOTE:** In the event that liens are required, the fees will be assessed as follows: 1<sup>st</sup> Lien - \$75.00, 2<sup>nd</sup> Lien - \$125.00, 3<sup>rd</sup> Lien - \$175.00 and possible eviction at the Operator's sole discretion. Expenses the occupant will incur are late fees, lien fee, cert. Mail fee, auction cancellation fee.

Alternatively, if Occupant fails to pay rent or any part thereof or any late or other fees, or fails to fulfill any of the covenants or agreements herein specified to be fulfilled by Occupant, Operator may bring an action in forcible entry and retainer for restitution of the leased space and may sue for and recover all rents and damages plus costs and reasonable attorney fees.

**6. RELEASE OF LIABILITIES:** Storage of any and all personal property within the leased space shall be at Occupant's sole risk and no bailment is created here under. Occupant is solely responsible

for the acquisition of insurance from independent insurance companies if Occupant shall desire insurance coverage on the personal property located within the leased Space. Operator shall have no liability for loss or damage to any personal property (whether or not belonging to Occupant or third parties) stored in the leased Space or otherwise, due to and including but not limited to; fire, flood, mildew, theft, rodents, roof and all other leakage, pipe breakage, not for any damage occasioned by water, snow or ice upon or coming through the roof, doors or walls, not by acts and/or of Operator, its agents, Occupant, all other third parties or acts of God and Operator's insurance does not cover Occupant's personal property of other items within the leased Space.

*The Operator does not provide any type of insurance which would protect the Occupant's personal property from loss by fire, theft, or any other type of casualty loss. It is the Occupant's responsibility to obtain such insurance.* Occupant, at Occupant's expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. Insurance on Occupant's property is a material condition of this agreement and is for the benefit of both Occupant and Operator. Failure to carry the required insurance is a breach of this agreement and Occupant assumes all risk of loss to stored property that would be covered by such insurance. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Operator, Operator's agents or employees for loss of or damage to stored property.

Further, Occupant agrees that in case of damage to or destruction of the leased space and/or any other personal property owned by Operator at the location of leased space, such damage or destruction being the result of fire or any or all other types of casualty which shall have been caused in any manner by Occupant or Occupant's agents, Occupant at his own expense, shall restore said leased space and personal property to the condition immediately prior to such damage or destruction thereof.

Operator is not a "warehouse man" and does not maintain care, custody or control of Occupant's leased space or the personal property therein.

**7. PERSONAL INDEMNITY.** Operator shall have no liability for, and Occupant and their guests, invitees, etc, shall indemnify and hold Operator and its agents harmless from and against all claims of injury to or death of Occupant and all other third parties.

**8. PROPERTY INDEMNITY.** Occupant shall indemnify and hold Operator and its agents harmless from and against any and all loss or damage to any and all personal property stored in Occupant's unit, including any personal property on which a lien or liens are held by third parties or in which third parties or in which third parties have any legal interest. Occupant shall indemnify and save Operator and its agents harmless from and against any and all causes of action due to the sale and/or disposition by Operator of items of personal property stored in the unit (s) leased by Occupant in which third parties hold a lien or have any legal interest whatsoever.

**9. LIMIT OF VALUE.** Without the express written permission of Operator, the Occupant may not store any personal property that has an aggregate value of five thousand dollars (\$5,000) or more. Nothing herein shall constitute an admission or agreement by Operator that Occupant's personal property has any value.

**10. CONDITIONS OF LEASED SPACE.** Occupant has inspected the leased space and is fully familiar with the physical condition of it. Operator has made no representation or warranties, expressed or implied, of any nature whatsoever in connection with the condition of the leased space. Operator has made no representation or warranties, expressed or implied, of any nature whatsoever that the leased space is good for anything other than self-storage of personal property. It is the Occupant's duty to inspect the leased space and personal property therein on a weekly basis.



**11. VEHICLES AND ENGINES.** If Occupant stores any automobile, truck, boat, ATV or any other item with a motor or internal combustion engine, Occupant shall place a drip pan under any possible source of leaks. A SECURITY DEPOSIT OF \$200.00 IS REQUIRED FOR ANY VEHICLE STORAGE. THE SECURITY DEPOSIT WILL BE REFUNDED UPON SATISFACTORY INSPECTION OF THE LEASED SPACE BY THE OPERATOR UPON TERMINATION OF THIS AGREEMENT. IN THE EVENT THAT OIL STAINS ARE VISIBLE, OCCUPANT WILL FORFEIT THE SECURITY DEPOSIT AS PAYMENT TOWARDS REMOVAL OF THE OIL STAIN AND REPAIR OF THE FLOOR. IF THE COST OF THE REPAIR EXCEEDS THE AMOUNT OF THE SECURITY DEPOSIT, THE OCCUPANT HEREBY AUTHORIZES OPERATOR TO PLACE THE REMAINING COST ON OPERATOR'S CREDIT CARD. Occupant shall also remove the battery(s) from the item. All automobiles will be parked in gear or in "park" and chock blocks must secure the wheels of any automobile, ATV or trailer. Coolant must be suitable for -20 (minus twenty) degrees Fahrenheit.

**OCCUPANT WILL BE SUBJECT TO AUTOMATIC AND IMMEDIATE TERMINATION OF THIS LEASE AND EVICTION FROM THE LEASED SPACE IF OPERATOR IS SEEN OR FOUND TO BE WORKING ON ANY VEHICLE OR ENGINE IN THE LEASED SPACE.**

**12. REPAIRS AND MAINTENANCE.** Occupant agrees throughout the term of this Lease to maintain the leased space and to deliver and surrender to the Operator possession of the leased space upon termination of this Lease in as good condition and repair, broom clean, ordinary wear and tear expected, as the same shall be at the commencement of this Lease. Occupant shall not make any improvements nor install or attach any fixtures on the leased space without prior written consent of Operator. Neither fixtures, nor anything else shall be attached, permanently or temporarily, to the walls, floor, ceiling or door of the leased space. If Occupant shall install any improvements or fixtures, Occupant shall be required to remove the same at the termination of the Lease and at Occupant's own costs and expense, repair any damage resulting from the removal. At Operator's option, the interest of the Occupant in any personal property or in any improvements or fixtures not removed shall vest in Operator.

**13. SIGNS.** No painted or other signs shall be placed on the leased space.

**14. COMPLIANCE WITH ORDERS, ORDINANCES, RULES, ETC.** Occupant agrees throughout the term of this Agreement, at Occupant's sole cost and expense, to comply with any requirement in any form at any time applicable to the Facility or leased space or any part thereof by any governmental authority having jurisdiction over said Facility or leased space. Occupant shall likewise comply with the requirement of any policy of insurance held by Operator at any time in force with respect to said Facility or leased space, and shall not sue the leased space or store personal property which results in fines or increases in insurance premiums to Operator. Occupant shall abide by any rules, which may be, from time to time, posted by Operator.

**15. NOISE AND DISRUPTIVE ACTIVITIES.** Occupant or their guest(s) shall not disturb, annoy, endanger or inconvenience other tenants of the facility, neighbors, the Operator or their agents, or workmen, nor violate any law, nor commit or permit waste or nuisance about the premises.

**16. ACCESS TO LEASED SPACE BY OPERATOR.** Operator may enter and inspect the leased space upon any emergency, as deemed by the Operator. In addition, Operator may enter and inspect the leased space upon 24 hours' notice to the Occupant.

Operator may access and inspect the leased space at any time after the Occupant is in default to investigate the presence of personal information.

Operator, with no liability to Occupant, shall allow access to any government agency or department who provides a valid order, search warrant or subpoena. Occupant shall be charged \$20 for a replacement padlock.

Occupant will be required and or charged to purchase a replacement lock from our store after such access.

**17. ABANDONMENT.** Occupant shall not abandon the leased space at any time during the term of this agreement. If Occupant abandons said leased space or is dispossessed by the process of law, or otherwise, then Operator or its agent shall have the right to take immediate possession of and re-enter said leased space. Occupant is responsible for rental to end of the leased term even if Occupant's unit has been abandoned and re-rented by Operator, leased space shall also be considered to be abandoned if the Operator has cause to inspect the unit and determine the value of the contents to be less than \$750.00.

This agreement shall automatically terminate if the Occupant abandons the space. The Occupant shall be deemed to have abandoned the space if the Occupant has removed the contents of the space and/or has removed the Occupant's locking device from the space and is not current in all obligations hereunder. Abandonment shall allow the owner to remove all contents of the space for disposal. Occupant hereby waives and releases any claims or actions against Operator for disposal of personal property resulting from Occupant's abandonment.

"Abandoned lease space" means a leased space that the Operator finds unlocked and empty or unlocked and containing personal property with a value less than \$750, or a leased space possession of and all rights to which and any personal property within which have been surrendered to the Operator by the Occupant.

**18. ASSIGNMENTS.** The interest of Occupant in this Agreement may not be sublet, assigned or otherwise transferred in whole or in part by Occupant without prior written approval of Operator. The approval by Operator to an assignment, subletting or other transfer should not be deemed to be an approval of any other assignment, subletting or other transfer. Any assignment, subletting or other transfer without such approval shall be void and shall, at the option of Operator, constitute a default under this Agreement.

**19. USE OF AND RESTRICTIONS ON LEASED SPACE.** Occupant shall use the leased space solely for self-service storage and shall have access to the same for the purpose of storing and removing personal property. Occupant shall use the leased space in a careful, safe and proper manner. Occupant may not use the leased space or Facility for residential occupancy purposes or for the occupancy or storage of any animals. Occupant agrees that there shall not be kept or used in leased space or at Facility naphtha, benzoate, gasoline, benzene varnish, tires, trash, batteries, or any product in whole or part, of either, or gunpowder, fireworks, nitroglycerin, phosphorus, saltpeter, nitrate of soda, camphene, spirit gas, propane, or any flammable or combustible fluid or chemical oils, without the written permission of Operator, and the generating or evaporating or using on said leased space or contiguous thereto, of gasoline, benzene, naphtha, or any other substance for a flammable or combustible gas or vapor for lighting including ordinary street gas or kerosene of lawful fire-test is absolutely prohibited. Furthermore, Occupant is prohibited from storing any other goods not listed above that have a dangerous, harmful, offensive or noxious impact on the self-storage Facility or its surroundings or are a nuisance to self-service storage facility occupants, the Operator or Operator's employees or that are listed under the Comprehensive Environmental Response, Compensation, and

Liability Act. Occupant shall not store any feed, food or drink, or any other substance that may attract rodents or vermin. Occupant should consult with Operator with any questions regarding such restrictions prior to storage.

Occupant is prohibited from using the electrical service for any purpose. This includes exterior electrical outlets and any interior electrical systems, except that Occupant may use the leased space light and timer in such manner as it was designed to be used, if leased space is so equipped.

*Occupant must disclose if they are storing any "protected property". This is defined as "Document, film or electronic data that contain personal information, such as Social Security numbers, credit or debit card information, bank-account information, passport information, and medical and legal records relating to clients, customers, patients or others in connection with an Occupant's business.*

Occupant is prohibited from storing any medical, financial or credit records that do not belong to Occupant unless they are clearly marked as such.

Occupant is prohibited from holding any public sales at the facility.

Occupant is prohibited from running internal combustion engines of any kind inside of the leased space and shall not perform any welding, fluid changes or other maintenance on any vehicles or machinery within the leased space or on the Facility.

**NOTE: The Occupant will be subject to eviction for violation of any of the above noted restrictions.**

**20. HOLDOVER TENANCY.** The term of this Lease shall automatically be extended on a month to month basis until either party delivers to the other WRITTEN NOTICE of its intention to terminate this Agreement at least TEN (10) DAYS prior to the end of the then current rental term. Rent shall not be refunded for any unused portion of a rental term, however any prepaid FULL months shall be refunded.

**21. SUBROGATION.** Operator and Occupant agree that with respect to any loss covered by insurance then carried by them, respectively, the one carrying such insurance and suffering that loss releases the other of and from any and all claims with respect to such loss; and they further agree that their respective insurance companies shall have no right of subrogation against one another on account of such agreement even through extra premiums may result therefrom. If an extra premium is payable by Occupant as a result of these provisions, Operator shall not reimburse Occupant for any such extra premium.

**22. OPERATOR'S REMEDIES.** Nothing herein contained shall limit or prejudice the right of Operator to provide for and obtain as damages by reason of any termination of this Lease or of possession an amount equal to the maximum allowed by any statute or rule of law in effect at the time when such termination takes place, whether or not the amount of greater, equal to or less than the amount of the damages which Operator may elect to receive under any provision of this Lease.

**23. NOTICE.** All notices, demands or requests by either party shall be mailed or delivered in person, in writing to Operator at the address: 293 Portland Road, Bridgton, ME 04009 and to Occupant's last known address. For the purposes of this Lease, "last known address" of Occupant shall be the addresses listed on Page 1 of the storage agreement. If the Occupant has a change of address, the Occupant must complete a change of address form provided by the Operator. This form can be completed at our office, or via email. If Occupant changes addresses and does not notify Operator as referenced above, the Occupant's "last known address" will be taken from the Rental Agreement. It is the sole responsibility of the Occupant to provide correct and updated address information with

Operator at all times. The Operator is expressly not responsible for any correspondence that cannot be delivered to Occupant as a result of Occupant's failure to provide current information in accordance with this paragraph.

24. **ATTORNEY FEES.** In the event action is brought by Operator to enforce any terms of this Agreement including late rent or to recover possession of the leased space, the Occupant shall be responsible for all of Operator's collection costs including attorney fees and any fees of a collection agency.

25. **MISCELLANEOUS.** It is further covenanted and agreed by and between the parties hereto that the covenants and agreements herein contained shall bind and inure to the benefit of Operator, its successors and assigns, and Occupant, Occupant's heirs, executors, successors and assigns, subject to the provisions of this Lease. If any terms or provisions of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

26. **CHANGES.** All items of this agreement, including but without limitation, the monthly rental rate, conditions of occupancy and other fees and charges are subject to change at the option of the Operator upon thirty (30) days prior written notice to the Occupant. If so changed, the Occupant may terminate this agreement on the effective date of such change by giving the Operator ten (10) days prior written notice of termination after receiving notice of the change(s). If the Occupant does not give such notice of termination, the change(s) shall become effective on the date stated in the Operator's notice and shall thereafter apply to the occupancy here-under.

27. **BREACH.** Any violation of the provisions of this Agreement by the Occupant will be deemed to be a breach of the Agreement and any remaining term will be forfeited. Any false or misleading information provided by the Occupant on the Agreement or otherwise will be considered a breach of this Agreement and the Operator will have the right to cancel and terminate this Agreement immediately and all deposits will be forfeited in favor of the Operator as liquidated damages.

28. **VALIDITY / SEVERABILITY.** If any provision of this agreement is held to be invalid or unenforceable, such invalidity shall not affect the validity or enforce ability of any other provision of this agreement.

29. **SITUS.** This agreement shall be governed by and construed in accordance with the laws of the State of Maine.

30. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement may be modified, addended or amended in writing, if it is signed by the party obligated under the amendment. Occupant acknowledge that they have read and understand this agreement and have been furnished a duplicate.

31. **ARBITRATION.** In the event of any dispute between the parties, the parties agree that all claims shall be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator. Each party shall bear its own costs and fees, including travel expenses, out-of-pocket expenses (including, but not limited to, copying and telephone), witness fees, and attorney's fees and expenses. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared and borne equally by the Operator and Occupant. The decision of the arbitrator shall be

final and binding. Arbitration shall be commenced by making written demand on the other party by certified mail within the appropriate prescriptive periods (statue of limitations) set by law. The demanding Party must provide the other party a demand for arbitration that includes a statement of the basis for the dispute, the names and addresses of the Parties involved, and the amount of monetary damages involved and/or any other remedy sought. The Parties shall select the arbitration company from a list of approved arbitration companies located within 15 miles of the Facility. The arbitration will be conducted under the arbitration company's rules in effect at the time of arbitration. THE PARTIES AGREE THAT BY ENTERING INTO THIS AGREEMENT, THEY ARE EXPRESSLY WAIVING THEIR RIGHT TO A JURY TRIAL AND THEIR RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION OR MULTI-PLAINTIFF ACTION IN COURT OR THROUGH ARBITRATION AND AGREE THAT THIS WAIVER IS AN ESSENTIAL TERM OF THIS ARBITRATION CLAUSE. For claims that do not exceed the jurisdictional limit of small claims court, Operator and Occupant agree to bring Claims in small-claims court instead of arbitration. The rules of the small-claims court shall apply.

**32. SERVICE MEMBERS CIVIL RELIEF ACT.** Are you currently serving in the United States Military, either Active Duty or Reserve, or are you the dependent of someone serving in the United Military, either Active Duty or Reserve? Yes \_\_\_\_\_ No \_\_\_\_\_

Branch: \_\_\_\_\_ Military ID: \_\_\_\_\_  
Unit Name: \_\_\_\_\_ Unit Phone No: \_\_\_\_\_  
Commander's name: \_\_\_\_\_ Commander's Phone No : \_\_\_\_\_  
Commander email: \_\_\_\_\_

**33. ACKNOWLEDGMENT.** Operator hereby acknowledges the receipt of \$ \_\_\_\_\_ as payment in advance of the first month's rent.

Total payment received \$ \_\_\_\_\_ Payment type: \_\_\_\_\_ Received by: \_\_\_\_\_  
(please make checks payable to Bridgton Storage) (A \$35.00 fee will be assessed for any check returned due to insufficient funds. If this should occur, the Operator will no longer accept checks as a form of payment).

**34. PERMISSION TO CONTACT.** OCCUPANT hereby agrees and consents to allowing OPERATOR to send all notices, correspondences or any communication the OPERATOR deems necessary to OCCUPANT by email, text, regular mail or any form of social media.

**35.** Operator takes every effort to plow, sand and salt the premises during the winter season. During the winter months there may be temporary ice and snow conditions on the pavement and walkways which could produce slippery conditions. Operator asks Occupant to be aware of the temporary condition and use precautions. Occupant agrees to indemnify and hold Landlord/Operator harmless for any injury or damage to Occupant's property sustained during entrance to the permission during periods of inclement weather or when icing conditions exist.

This Agreement has been executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**OPERATOR SIGNATURE:**

**OCCUPANT SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_



Attachment 4

Maine Self Storage Act

## CHAPTER 212

### SELF-SERVICE STORAGE ACT

#### §1371. Short title

This Act shall be known and may be cited as the "Maine Self-service Storage Act." [PL 1989, c. 62 (NEW).]

#### SECTION HISTORY

PL 1989, c. 62 (NEW).

#### §1372. Definitions

As used in this chapter, unless the context otherwise indicates, the following terms have the following meanings. [PL 1989, c. 62 (NEW).]

**1. Default.** "Default" means the failure to perform on time any obligation or duty set forth in the rental agreement.  
[PL 1989, c. 62 (NEW).]

**1-A. Abandoned leased space.** "Abandoned lease space" means a leased space that the operator finds unlocked and empty or unlocked and containing personal property with a value less than \$750 or a leased space possession of and all rights to which and any personal property within which have been surrendered to the operator by the occupant.  
[PL 2011, c. 376, §1 (NEW).]

**1-B. Electronic mail.** "Electronic mail" means electronic mail sent or delivered by transmission over the Internet.  
[PL 2011, c. 376, §2 (NEW).]

**2. Last known address.** "Last known address" means that address provided by the occupant in the rental agreement or the address provided by the occupant in a subsequent written notice of a change of address.  
[PL 1989, c. 62 (NEW).]

**2-A. Late fee.** "Late fee" means any fee or charge assessed for an occupant's failure to pay rent when due. "Late fee" does not include interest on a debt, reasonable expenses incurred in the collection of unpaid rent or costs associated with the enforcement of any other remedy provided by statute or contract.  
[PL 2003, c. 274, §1 (NEW).]

**3. Leased space.** "Leased space" means the individual storage space at the self-service facility which is rented to an occupant under a rental agreement.  
[PL 1989, c. 62 (NEW).]

**4. Occupant.** "Occupant" means a person, a sublessee, successor or assignee, entitled to the use of a leased space at a self-service storage facility under a rental agreement.  
[PL 1989, c. 62 (NEW).]

**5. Operator.** "Operator" means the owner, operator, lessor or sublessor of a self-service storage facility, an agent or any other person authorized to manage the facility. Operator does not mean a warehouseman, unless the operator issues a warehouse receipt, bill of lading or other document of title for the personal property stored.  
[PL 1989, c. 62 (NEW).]



**5-A. Personal information.** "Personal information" means information about a person that readily identifies that person or is closely associated with that person. "Personal information" includes, but is not limited to, social security numbers, credit or debit card information, bank account numbers, medical information or passport information.

[PL 2009, c. 525, §1 (NEW).]

**6. Personal property.** "Personal property" means movable property, not affixed to land. Personal property includes, but is not limited to, goods, wares, merchandise, motor vehicles, watercraft, all-terrain vehicles, off-road vehicles, recreational vehicles and household items and furnishings.

[PL 2011, c. 376, §3 (AMD).]

**6-A. Reasonable belief.** "Reasonable belief" is the actual knowledge or belief a prudent person would have without making an investigation that a leased space contains personal information relating to clients, customers or others with whom the occupant does business.

[PL 2009, c. 525, §2 (NEW).]

**7. Rental agreement.** "Rental agreement" means any written agreement that establishes or modifies the terms, conditions or rules concerning the use and occupancy of a self-service storage facility.

[PL 1989, c. 62 (NEW).]

**8. Self-service storage facility.** "Self-service storage facility" means any real property used for renting or leasing individual storage spaces under a written rental agreement in which the occupants themselves customarily store and remove their own personal property on a self-service basis.

[PL 1989, c. 62 (NEW).]

**9. Verified mail.** "Verified mail" means any method of mailing that is offered by the United States Postal Service and provides evidence of mailing.

[PL 2011, c. 376, §4 (NEW).]

## SECTION HISTORY

PL 1989, c. 62 (NEW). PL 2003, c. 274, §1 (AMD). PL 2009, c. 525, §§1, 2 (AMD). PL 2011, c. 376, §§1-4 (AMD).

### §1373. Restrictions of use

**1. Operator not to permit use for residential purposes.** An operator may not knowingly permit a leased space at a self-service storage facility to be used for residential purposes.

[PL 1989, c. 62 (NEW).]

**2. Occupant not to use for residential purposes.** An occupant may not use a leased space for residential purposes.

[PL 1989, c. 62 (NEW).]

**3. Occupant not to store certain goods.** An occupant is prohibited from storing goods that have a dangerous, harmful, offensive or noxious impact on the self-service storage facility or its surroundings or are a nuisance to self-service storage facility occupants, the operator or operator's employees.

A. If the operator has reason to believe that an occupant is storing goods that have resulted in a condition described in this subsection, the operator may remove and dispose of the goods thus causing that condition. [PL 1989, c. 62 (NEW).]

B. Before disposing of goods under this subsection, the operator shall:

(1) Notify the occupant of the condition by regular mail at the occupant's last known address or other address set forth by the occupant in the rental agreement;

(2) Inspect the leased space at least 7 days following the notice to the occupant; and

(3) Determine whether a condition described in this subsection exists. [PL 1989, c. 62 (NEW).]

C. Notwithstanding paragraph B, an operator may immediately dispose of goods under this section if they constitute a threat to health, safety or welfare. The operator shall immediately notify the occupant of this action following the procedures of paragraph B, subparagraph (1). [PL 1989, c. 62 (NEW).]

[PL 1989, c. 62 (NEW).]

#### SECTION HISTORY

PL 1989, c. 62 (NEW).

#### §1374. Lien

**1. Lien created.** The operator of a self-service storage facility has a lien on all personal property stored within each leased space for rent, labor or other charges, and for expenses reasonably incurred in its sale, as provided in this Act. The lien attaches as of the date the occupant leases the space. [PL 2011, c. 376, §5 (AMD).]

**2. Statement in rental agreement.** The rental agreement must contain a statement, in bold type, advising the occupant:

A. Of the existence of the lien; [PL 1989, c. 62 (NEW).]

B. That property stored in the leased space may be sold to satisfy the lien if the occupant is in default; and [PL 1989, c. 62 (NEW).]

C. That a sale shall be held at the self-service storage facility where the personal property is stored or at the nearest suitable location. [PL 1989, c. 62 (NEW).]

[PL 1989, c. 62 (NEW).]

#### SECTION HISTORY

PL 1989, c. 62 (NEW). PL 2011, c. 376, §5 (AMD).

#### §1375. Enforcement of lien

**1. Sale; use of proceeds.** Except as provided in subsection 1-A, if the occupant is in default for a period of more than 45 days, the operator may enforce a lien by selling the property stored in the leased space at a public or private sale for cash. Proceeds must then be applied to satisfy the lien, with any surplus disbursed as provided in subsection 5. The sale must take place at least 15 days after the provision of notice under subsection 2.

[PL 2011, c. 376, §6 (AMD).]

**1-A. Leased space containing personal information.** When the operator has a reasonable belief that the leased space contains personal information relating to clients, customers or others with whom the occupant does business, the operator may not hold a lien sale of the personal information and may destroy the personal information without liability to any person.

[PL 2009, c. 525, §4 (NEW).]

**1-B. Operator may inspect contents of leased space.** After an occupant is in default pursuant to subsection 1, an operator may inspect the contents of a leased space to investigate the presence of personal information without liability to any person.

[PL 2009, c. 525, §5 (NEW).]

**1-C. Personal property with value less than \$750.** If the occupant is in default for a period of more than 45 days, the operator may remove the occupant's lock to verify that the personal property in the leased space has a value greater than or equal to \$750. If the personal property has a value greater than or equal to \$750, the operator may enforce a lien pursuant to subsection 1. If the personal property

has a value less than \$750, the personal property and leased space may be considered an abandoned leased space and the personal property may be disposed of pursuant to section 1378.

[PL 2011, c. 376, §7 (NEW).]

**1-D. Motor vehicles.** If the personal property in the leased space is a motor vehicle, the operator may have the motor vehicle towed with no liability to any party.

[PL 2011, c. 376, §7 (NEW).]

**2. Notice.** As soon as the occupant is in default and before conducting a sale under subsection 1, the operator shall:

A. Send a notice of default by verified mail and by either first-class mail or electronic mail to the occupant at the occupant's last known address or other address set forth by the occupant in the rental agreement that includes:

(1) A statement that the contents of the occupant's leased space are subject to the operator's lien. The sale must take place at least 15 days after the provision of notice under subsection 2;

(2) A statement of the operator's claim, indicating the charges due on the date of the notice, the amount of any additional charges that become due before the date of sale and the date those additional charges become due;

(3) A demand for payment of the charges due within a specified time, not less than 14 days after the date of the notice;

(4) A statement that unless the claim is paid within the time stated, the contents of the occupant's space will be sold, specifying the time and place; and

(5) The name, street address and telephone number of the operator, or the operator's designated agent, whom the occupant may contact to respond to the notice. [PL 2011, c. 376, §8 (AMD).]

B. [PL 2011, c. 376, §8 (RP).]

[PL 2011, c. 376, §8 (AMD).]

**3. Redemption of property.** At any time before a sale under this section or before property is disposed of or destroyed under section 1373, subsection 3, paragraph C or under subsection 1-A, whichever occurs first, the occupant may pay the amount necessary to satisfy the lien and redeem the occupant's personal property.

[PL 2009, c. 525, §6 (AMD).]

**4. Location of sale.** A sale under this section shall be held at the self-service storage facility or at the nearest suitable place to where the personal property is stored.

[PL 1989, c. 62 (NEW).]

**5. Distribution of proceeds.** If a sale is held under this section, the operator shall:

A. Satisfy the lien from the proceeds of the sale; and [PL 1989, c. 62 (NEW).]

B. Hold the balance, if any, for 90 days from the date of sale for delivery on demand to the occupant or any other recorded lienholders. If the balance is not claimed after 90 days, it becomes the property of the operator. [PL 2011, c. 376, §9 (AMD).]

[PL 2011, c. 376, §9 (AMD).]

**6. Insufficient process.** If proceeds of the sale are not sufficient to satisfy the occupant's outstanding obligations to the operator, the occupant remains liable to the operator for such deficiency.

[RR 2009, c. 2, §14 (COR).]

**7. Purchasers.** Except as provided in subsection 7-A, a purchaser in good faith of any personal property sold under this Act takes the property free and clear of any rights of:

A. Persons against whom the lien was valid; and [PL 1989, c. 62 (NEW).]

B. Other lienholders. [PL 1989, c. 62 (NEW).]  
[PL 2009, c. 525, §7 (AMD).]

**7-A. Purchaser to sign contract.** Before taking possession of any personal property sold under this Act, a purchaser must sign a contract provided by the operator that contains provisions including, but not limited to, an agreement by the purchaser to return to the operator any personal information relating to clients, customers or others with whom the occupant does business.  
[PL 2009, c. 525, §8 (NEW).]

**8. Operator liability.** If the operator complies with the provisions of this Act, the operator's liability:

A. To the occupant shall be limited to the net proceeds received from the sale of the personal property; and [PL 1989, c. 62 (NEW).]

B. To other lienholders shall be limited to the net proceeds received from the sale of any personal property covered by that other lien. [PL 1989, c. 62 (NEW).]  
[PL 1989, c. 62 (NEW).]

**9. Denying occupant access to leased space.** If an occupant is in default, the operator, by making provision in the written rental agreement, may deny the occupant access to the leased space, provided that the occupant may arrange to have access solely to view and verify the contents of the leased space. Such access must be arranged with the facility office during normal business hours.  
[PL 1989, c. 62 (NEW).]

**10. Notices; mail.** Unless otherwise specifically provided, all notices required by this Act must be sent as described in subsection 2, paragraph A.

A. Notices sent to the operator must be sent to the self-service storage facility where the occupant's property is stored. Notices to the occupant must be sent to the occupant at the occupant's last known address. Notices are deemed delivered when deposited with the United States Postal Service, properly addressed as provided in subsection 2, with postage paid. [PL 2011, c. 376, §10 (AMD).]  
[PL 2011, c. 376, §10 (AMD).]

**11. Control of property in leased space.** Unless the rental agreement of this Act specifically provides otherwise, until a lien sale under this Act, the exclusive care, custody and control of all personal property stored in the leased self-service storage space remains vested in the occupant.  
[PL 1989, c. 62 (NEW).]

**12. Savings clause.** All rental agreements, entered into before the effective date of this Act which have not been extended or renewed after that date, shall remain valid and may be enforced or terminated in accordance with their terms or as permitted by any other law of this State.  
[PL 1989, c. 62 (NEW).]

**13. Value of stored property.** If a rental agreement contains a limit on the value of personal property that may be stored in the occupant's leased space, the limit is deemed to be the maximum value of the stored personal property and the maximum liability of the operator for any claim.  
[PL 2011, c. 376, §11 (NEW).]

## SECTION HISTORY

PL 1989, c. 62 (NEW). RR 2009, c. 2, §14 (COR). PL 2009, c. 525, §§3-8 (AMD). PL 2011, c. 376, §§6-11 (AMD).

### §1376. Late fees

**1. Imposition of late fee.** An operator may impose a reasonable late fee in accordance with this section for each service period that an occupant does not pay rent when due, as long as the due date for the rental payment is not earlier than the day before the first day of the service period to which the

rental payment applies. A late fee may not be imposed if the occupant makes a rental payment in full by the 3rd day after the due date.

[PL 2003, c. 274, §2 (NEW).]

**2. Conditions in writing.** An operator may not impose a late fee unless the amount of that fee and the conditions for imposing that fee are stated in 12-point type in a written rental agreement or an addendum to that agreement.

[PL 2003, c. 274, §2 (NEW).]

**3. Permissible late fees.** A late fee of \$20 for each late rental payment or 20% of the amount of each rental payment, whichever is greater, is reasonable and does not constitute a penalty.

[PL 2003, c. 274, §2 (NEW).]

**4. Recovery of reasonable expenses.** An operator may recover from the occupant any reasonable expense incurred in rent collection or lien enforcement in addition to the late fee permitted by subsection 1.

[PL 2003, c. 274, §2 (NEW).]

#### SECTION HISTORY

PL 2003, c. 274, §2 (NEW).

#### §1377. Effects of violations

It is a violation of the Maine Unfair Trade Practices Act if: [PL 2009, c. 525, §9 (NEW).]

**1. Occupant fails to take measures to protect personal information.** An occupant fails to take appropriate measures to protect personal information of clients, customers or others with whom the occupant does business;

[PL 2009, c. 525, §9 (NEW).]

**2. Purchaser fails to return personal information.** A purchaser of any personal property under this Act intentionally fails to return to the operator any personal information of clients, customers or others with whom the occupant does business; and

[PL 2009, c. 525, §9 (NEW).]

**3. Operator conducts lien sale of personal information.** An operator has a reasonable belief that a leased space contains personal information relating to clients, customers or others with whom the occupant does business and nonetheless intentionally conducts a lien sale of personal information relating to clients, customers or others with whom the occupant does business.

[PL 2009, c. 525, §9 (NEW).]

#### SECTION HISTORY

PL 2009, c. 525, §9 (NEW).

#### §1378. Abandonment

In the case of an abandoned leased space, the operator has the right to immediately take possession of the leased space and dispose of any personal property in the leased space by any means at the operator's discretion. [PL 2011, c. 376, §12 (NEW).]

#### SECTION HISTORY

PL 2011, c. 376, §12 (NEW).

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Attachment 5

Documents of Title Provisions, Maine Uniform Commercial Code

**ARTICLE 7-A**

**DOCUMENTS OF TITLE**

**PART 1**

**GENERAL**

**§7-1101. Short title**

This Article may be known and cited as "the Uniform Commercial Code - Documents of Title." [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

**SECTION HISTORY**

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**§7-1102. Definitions and index of definitions**

(1). In this Article, unless the context otherwise requires, the following terms have the following meanings.

- (a). "Bailee" means a person that by a warehouse receipt, bill of lading or other document of title acknowledges possession of goods and contracts to deliver them. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]
- (b). "Carrier" means a person that issues a bill of lading. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]
- (c). "Consignee" means a person named in a bill of lading to which or to whose order the bill promises delivery. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]
- (d). "Consignor" means a person named in a bill of lading as the person from which the goods have been received for shipment. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]
- (e). "Delivery order" means a record that contains an order to deliver goods directed to a warehouse, carrier or other person that in the ordinary course of business issues warehouse receipts or bills of lading. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]
- (f). "Good faith" means honesty in fact and the observance of reasonable commercial standards of fair dealing. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]
- (g). "Goods" means all things that are treated as movable for the purposes of a contract for storage or transportation. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]
- (h). "Issuer" means a bailee that issues a document of title or, in the case of an unaccepted delivery order, the person that orders the possessor of goods to deliver. The term includes a person for which an agent or employee purports to act in issuing a document if the agent or employee has real or apparent authority to issue documents, even if the issuer did not receive any goods, the goods were misdescribed or in any other respect the agent or employee violated the issuer's instructions. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]
- (i). "Person entitled under the document" means the holder, in the case of a negotiable document of title, or the person to which delivery of the goods is to be made by the terms of, or pursuant to instructions in a record under, a nonnegotiable document of title. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]



(j). "Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(k). "Sign" means, with present intent to authenticate or adopt a record:

(i) To execute or adopt a tangible symbol; or

(ii) To attach to or logically associate with the record an electronic sound, symbol, or process. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(l). "Shipper" means a person that enters into a contract of transportation with a carrier. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(m). "Warehouse" means a person engaged in the business of storing goods for hire. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). Definitions in other Articles applying to this Article and the sections in which they appear are:

(a). "Contract for sale," section 2-106; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(b). "Lessee in the ordinary course of business," section 2-1103; and [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(c). "Receipt" of goods, section 2-103. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). In addition, Article 1 contains general definitions and principles of construction and interpretation applicable throughout this Article.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

## SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

### §7-1103. Relation of Article to treaty or statute

(1). This Article is subject to any treaty or statute of the United States or regulatory statute of this State to the extent the treaty, statute or regulatory statute is applicable.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). This Article does not modify or repeal any law prescribing the form or content of a document of title or the services or facilities to be afforded by a bailee or otherwise regulating a bailee's business in respects not specifically treated in this Article. However, violation of such a law does not affect the status of a document of title that otherwise is within the definition of a document of title.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). This Article modifies, limits and supersedes the federal Electronic Signatures in Global and National Commerce Act, 15 United States Code, Section 7001, et seq., but does not modify, limit or supersede Section 101(c) of that Act, 15 United States Code, Section 7001(c), or authorize electronic delivery of any of the notices described in Section 103(b) of that Act, 15 United States Code, Section 7003(b).

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(4). To the extent there is a conflict between the Uniform Electronic Transactions Act and this Article, this Article governs.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

## SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**§7-1104. Negotiable and nonnegotiable document of title**

(1). Except as otherwise provided in subsection (3), a document of title is negotiable if by its terms the goods are to be delivered to bearer or to the order of a named person.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). A document of title other than one described in subsection (1) is nonnegotiable. A bill of lading that states that the goods are consigned to a named person is not made negotiable by a provision that the goods are to be delivered only against an order in a record signed by the same or another named person.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). A document of title is nonnegotiable if, at the time it is issued, the document has a conspicuous legend, however expressed, that it is nonnegotiable.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

## SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**§7-1105. Reissuance in alternative medium**

(1). Upon request of a person entitled under an electronic document of title, the issuer of the electronic document may issue a tangible document of title as a substitute for the electronic document if:

(a). The person entitled under the electronic document surrenders control of the document to the issuer; and [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(b). The tangible document when issued contains a statement that it is issued in substitution for the electronic document. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]  
[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). Upon issuance of a tangible document of title in substitution for an electronic document of title in accordance with subsection (1):

(a). The electronic document ceases to have any effect or validity; and [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(b). The person that procured issuance of the tangible document warrants to all subsequent persons entitled under the tangible document that the warrantor was a person entitled under the electronic document when the warrantor surrendered control of the electronic document to the issuer. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]  
[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). Upon request of a person entitled under a tangible document of title, the issuer of the tangible document may issue an electronic document of title as a substitute for the tangible document if:

(a). The person entitled under the tangible document surrenders possession of the document to the issuer; and [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(b). The electronic document when issued contains a statement that it is issued in substitution for the tangible document. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]  
[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(4). Upon issuance of an electronic document of title in substitution for a tangible document of title in accordance with subsection (3):

(a). The tangible document ceases to have any effect or validity; and [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(b). The person that procured issuance of the electronic document warrants to all subsequent persons entitled under the electronic document that the warrantor was a person entitled under the tangible document when the warrantor surrendered possession of the tangible document to the issuer. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]  
[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

#### SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

#### **§7-1106. Control of electronic document of title**

(1). A person has control of an electronic document of title if a system employed for evidencing the transfer of interests in the electronic document reliably establishes that person as the person to which the electronic document was issued or transferred.  
[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). A system satisfies subsection (1), and a person is deemed to have control of an electronic document of title, if the document is created, stored and assigned in such a manner that:

(a). A single authoritative copy of the document exists that is unique, identifiable and, except as otherwise provided in paragraphs (d), (e) and (f), unalterable; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(b). The authoritative copy identifies the person asserting control as:

(i) The person to which the document was issued; or

(ii) If the authoritative copy indicates that the document has been transferred, the person to which the document was most recently transferred; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(c). The authoritative copy is communicated to and maintained by the person asserting control or its designated custodian; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(d). Copies or amendments that add or change an identified assignee of the authoritative copy can be made only with the consent of the person asserting control; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(e). Each copy of the authoritative copy and any copy of a copy is readily identifiable as a copy that is not the authoritative copy; and [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(f). Any amendment of the authoritative copy is readily identifiable as authorized or unauthorized.  
[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]  
[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

#### SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

## PART 2

### WAREHOUSE RECEIPTS: SPECIAL PROVISIONS

#### **§7-1201. Person that may issue a warehouse receipt; storage under bond**

(1). A warehouse receipt may be issued by any warehouse.  
[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). If goods, including distilled spirits and agricultural commodities, are stored under a statute requiring a bond against withdrawal or a license for the issuance of receipts in the nature of warehouse receipts, a receipt issued for the goods is deemed to be a warehouse receipt even if issued by a person that is the owner of the goods and is not a warehouse.  
[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

#### SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

#### §7-1202. Form of warehouse receipt; effect of omission

(1). A warehouse receipt need not be in any particular form.  
[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). Unless a warehouse receipt provides for each of the following, the warehouse is liable for damages caused to a person injured by its omission:

(a). A statement of the location of the warehouse facility where the goods are stored; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(b). The date of issue of the receipt; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(c). The unique identification code of the receipt; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(d). A statement whether the goods received will be delivered to the bearer, to a named person or to a named person or its order; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(e). The rate of storage and handling charges, unless goods are stored under a field warehousing arrangement, in which case a statement of that fact is sufficient on a nonnegotiable receipt; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(f). A description of the goods or the packages containing them; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(g). The signature of the warehouse or its agent; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(h). If the receipt is issued for goods that the warehouse owns, either solely, jointly or in common with others, a statement of the fact of that ownership; and [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(i). A statement of the amount of advances made and of liabilities incurred for which the warehouse claims a lien or security interest, unless the precise amount of advances made or liabilities incurred, at the time of the issue of the receipt, is unknown to the warehouse or to its agent that issued the receipt, in which case a statement of the fact that advances have been made or liabilities incurred and the purpose of the advances or liabilities is sufficient. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). A warehouse may insert in its receipt any terms that are not contrary to this Title and do not impair its obligation of delivery under section 7-1403 or its duty of care under section 7-1204. Any contrary provision is ineffective.  
[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

**SECTION HISTORY**

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**§7-1203. Liability for nonreceipt or misdescription**

A party to or purchaser for value in good faith of a document of title, other than a bill of lading, that relies upon the description of the goods in the document may recover from the issuer damages caused by the nonreceipt or misdescription of the goods, except to the extent that: [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(1). The document conspicuously indicates that the issuer does not know whether all or part of the goods in fact were received or conform to the description, such as a case in which the description is in terms of marks or labels or kind, quantity or condition, or the receipt or description is qualified by "contents, condition and quality unknown," "said to contain" or words of similar import, if the indication is true; or

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). The party or purchaser otherwise has notice of the nonreceipt or misdescription.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

**SECTION HISTORY**

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**§7-1204. Duty of care; contractual limitation of warehouse's liability**

(1). A warehouse is liable for damages for loss of or injury to the goods caused by its failure to exercise care with regard to the goods that a reasonably careful person would exercise under similar circumstances. Unless otherwise agreed, the warehouse is not liable for damages that could not have been avoided by the exercise of that care.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). Damages may be limited by a term in the warehouse receipt or storage agreement limiting the amount of liability in case of loss or damage beyond which the warehouse is not liable. Such a limitation is not effective with respect to the warehouse's liability for conversion to its own use. On request of the bailor in a record at the time of signing the storage agreement or within a reasonable time after receipt of the warehouse receipt, the warehouse's liability may be increased on part or all of the goods covered by the storage agreement or the warehouse receipt. In this event, increased rates may be charged based on an increased valuation of the goods.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). Reasonable provisions as to the time and manner of presenting claims and commencing actions based on the bailment may be included in the warehouse receipt or storage agreement.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

**SECTION HISTORY**

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**§7-1205. Title under warehouse receipt defeated in certain cases**

A buyer in ordinary course of business of fungible goods sold and delivered by a warehouse that is also in the business of buying and selling such goods takes the goods free of any claim under a warehouse receipt even if the receipt is negotiable and has been duly negotiated. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

**SECTION HISTORY**

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**§7-1206. Termination of storage at warehouse's option**

(1). A warehouse, by giving notice to the person on whose account the goods are held and any other person known to claim an interest in the goods, may require payment of any charges and removal of the goods from the warehouse at the termination of the period of storage fixed by the document of title or, if a period is not fixed, within a stated period not less than 30 days after the warehouse gives notice. If the goods are not removed before the date specified in the notice, the warehouse may sell them pursuant to section 7-1210.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). If a warehouse in good faith believes that goods are about to deteriorate or decline in value to less than the amount of its lien within the time provided in subsection (1) and section 7-1210, the warehouse may specify in the notice given under subsection (1) any reasonable shorter time for removal of the goods and, if the goods are not removed, may sell them at public sale held not less than one week after a single advertisement or posting.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). If, as a result of a quality or condition of the goods of which the warehouse did not have notice at the time of deposit, the goods are a hazard to other property, the warehouse facilities or other persons, the warehouse may sell the goods at public or private sale without advertisement or posting on reasonable notification to all persons known to claim an interest in the goods. If the warehouse, after a reasonable effort, is unable to sell the goods, it may dispose of them in any lawful manner and does not incur liability by reason of that disposition.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(4). A warehouse shall deliver the goods to any person entitled to them under this Article upon due demand made at any time before sale or other disposition under this section.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(5). A warehouse may satisfy its lien from the proceeds of any sale or disposition under this section but shall hold the balance for delivery on the demand of any person to which the warehouse would have been bound to deliver the goods.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

#### SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

#### **§7-1207. Goods must be kept separate; fungible goods**

(1). Unless the warehouse receipt provides otherwise, a warehouse shall keep separate the goods covered by each receipt so as to permit at all times identification and delivery of those goods. However, different lots of fungible goods may be commingled.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). If different lots of fungible goods are commingled, the goods are owned in common by the persons entitled thereto and the warehouse is severally liable to each owner for that owner's share. If, because of overissue, a mass of fungible goods is insufficient to meet all the receipts the warehouse has issued against it, the persons entitled include all holders to which overissued receipts have been duly negotiated.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

#### SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

#### **§7-1208. Altered warehouse receipts**

If a blank in a negotiable tangible warehouse receipt has been filled in without authority, a good faith purchaser for value and without notice of the lack of authority may treat the insertion as authorized. Any other unauthorized alteration leaves any tangible or electronic warehouse receipt enforceable

against the issuer according to its original tenor. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

## SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

### §7-1209. Lien of warehouse

(1). A warehouse has a lien against the bailor on the goods covered by a warehouse receipt or storage agreement or on the proceeds thereof in its possession for charges for storage or transportation, including demurrage and terminal charges, insurance, labor or other charges, present or future, in relation to the goods, and for expenses necessary for preservation of the goods or reasonably incurred in their sale pursuant to law. If the person on whose account the goods are held is liable for similar charges or expenses in relation to other goods whenever deposited and it is stated in the warehouse receipt or storage agreement that a lien is claimed for charges and expenses in relation to other goods, the warehouse also has a lien against the goods covered by the warehouse receipt or storage agreement or on the proceeds thereof in its possession for those charges and expenses, whether or not the other goods have been delivered by the warehouse. However, as against a person to which a negotiable warehouse receipt is duly negotiated, a warehouse's lien is limited to charges in an amount or at a rate specified in the warehouse receipt or, if no charges are so specified, to a reasonable charge for storage of the specific goods covered by the receipt subsequent to the date of the receipt.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). A warehouse may also reserve a security interest against the bailor for the maximum amount specified on the receipt for charges other than those specified in subsection (1), such as for money advanced and interest. The security interest is governed by Article 9-A.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). A warehouse's lien for charges and expenses under subsection (1) or a security interest under subsection (2) is also effective against any person that so entrusted the bailor with possession of the goods that a pledge of them by the bailor to a good faith purchaser for value would have been valid. However, the lien or security interest is not effective against a person that before issuance of a document of title had a legal interest or a perfected security interest in the goods and that did not:

(a). Deliver or entrust the goods or any document of title covering the goods to the bailor or the bailor's nominee with:

(i) Actual or apparent authority to ship, store or sell;

(ii) Power to obtain delivery under section 7-1403; or

(iii) Power of disposition under section 2-403; section 2-1304, subsection (2); section 2-1305, subsection (2); section 9-1320; or section 9-1321, subsection (3) or other statute or rule of law; or [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(b). Acquiesce in the procurement by the bailor or its nominee of any document. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(4). A warehouse's lien on household goods for charges and expenses in relation to the goods under subsection (1) is also effective against all persons if the depositor was the legal possessor of the goods at the time of deposit. In this subsection, "household goods" means furniture, furnishings or personal effects used by the depositor in a dwelling.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(5). A warehouse loses its lien on any goods that it voluntarily delivers or unjustifiably refuses to deliver.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

## SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**§7-1210. Enforcement of warehouse's lien**

(1). Except as otherwise provided in subsection (2), a warehouse's lien may be enforced by public or private sale of the goods, in bulk or in packages, at any time or place and on any terms that are commercially reasonable, after notifying all persons known to claim an interest in the goods. The notification must include a statement of the amount due, the nature of the proposed sale and the time and place of any public sale. The fact that a better price could have been obtained by a sale at a different time or in a method different from that selected by the warehouse is not of itself sufficient to establish that the sale was not made in a commercially reasonable manner. The warehouse sells in a commercially reasonable manner if the warehouse sells the goods in the usual manner in any recognized market therefor, sells at the price current in that market at the time of the sale or otherwise sells in conformity with commercially reasonable practices among dealers in the type of goods sold. A sale of more goods than apparently necessary to be offered to ensure satisfaction of the obligation is not commercially reasonable, except in cases covered by the preceding sentence. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). A warehouse may enforce its lien on goods, other than goods stored by a merchant in the course of its business, only if the following requirements are satisfied:

(a). All persons known to claim an interest in the goods must be notified; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(b). The notification must include an itemized statement of the claim, a description of the goods subject to the lien, a demand for payment within a specified time not less than 10 days after receipt of the notification and a conspicuous statement that unless the claim is paid within that time the goods will be advertised for sale and sold by auction at a specified time and place; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(c). The sale must conform to the terms of the notification; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(d). The sale must be held at the nearest suitable place to where the goods are held or stored; and [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(e). After the expiration of the time given in the notification, an advertisement of the sale must be published once a week for 2 weeks consecutively in a newspaper of general circulation where the sale is to be held. The advertisement must include a description of the goods, the name of the person on whose account the goods are being held and the time and place of the sale. The sale must take place at least 15 days after the first publication. If there is no newspaper of general circulation where the sale is to be held, the advertisement must be posted at least 10 days before the sale in not fewer than 6 conspicuous places in the neighborhood of the proposed sale. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). Before any sale pursuant to this section, any person claiming a right in the goods may pay the amount necessary to satisfy the lien and the reasonable expenses incurred in complying with this section. In that event, the goods may not be sold but must be retained by the warehouse subject to the terms of the receipt and this Article.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(4). A warehouse may buy at any public sale held pursuant to this section. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]



(5). A purchaser in good faith of goods sold to enforce a warehouse's lien takes the goods free of any rights of persons against which the lien was valid, despite the warehouse's noncompliance with this section.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(6). A warehouse may satisfy its lien from the proceeds of any sale pursuant to this section but shall hold the balance, if any, for delivery on demand to any person to which the warehouse would have been bound to deliver the goods.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(7). The rights provided by this section are in addition to all other rights allowed by law to a creditor against a debtor.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(8). If a lien is on goods stored by a merchant in the course of its business, the lien may be enforced in accordance with subsection (1) or (2).

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(9). A warehouse is liable for damages caused by failure to comply with the requirements for sale under this section and, in case of willful violation, is liable for conversion.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

#### SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

### PART 3

#### BILLS OF LADING: SPECIAL PROVISIONS

##### **§7-1301. Liability for nonreceipt or misdescription; "said to contain;" "shipper's weight, load, and count;" improper handling**

(1). A consignee of a nonnegotiable bill of lading that has given value in good faith, or a holder to which a negotiable bill has been duly negotiated, relying upon the description of the goods in the bill or upon the date shown in the bill, may recover from the issuer damages caused by the misdating of the bill or the nonreceipt or misdescription of the goods, except to the extent that the bill indicates that the issuer does not know whether any part or all of the goods in fact were received or conform to the description, such as in a case in which the description is in terms of marks or labels or kind, quantity or condition or the receipt or description is qualified by "contents or condition of contents of packages unknown," "said to contain," "shipper's weight, load and count" or words of similar import, if that indication is true.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). If goods are loaded by the issuer of a bill of lading:

(a). The issuer shall count the packages of goods if shipped in packages and ascertain the kind and quantity if shipped in bulk; and [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(b). Words such as "shipper's weight, load and count" or words of similar import indicating that the description was made by the shipper are ineffective except as to goods concealed in packages.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). If bulk goods are loaded by a shipper that makes available to the issuer of a bill of lading adequate facilities for weighing those goods, the issuer shall ascertain the kind and quantity within a

reasonable time after receiving the shipper's request in a record to do so. In that case, "shipper's weight" or words of similar import are ineffective.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(4). The issuer of a bill of lading, by including in the bill the words "shipper's weight, load and count" or words of similar import, may indicate that the goods were loaded by the shipper, and, if that statement is true, the issuer is not liable for damages caused by the improper loading. However, omission of such words does not imply liability for damages caused by improper loading.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(5). A shipper guarantees to an issuer the accuracy at the time of shipment of the description, marks, labels, number, kind, quantity, condition and weight, as furnished by the shipper, and the shipper shall indemnify the issuer against damage caused by inaccuracies in those particulars. This right of indemnity does not limit the issuer's responsibility or liability under the contract of carriage to any person other than the shipper.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

#### SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

#### **§7-1302. Through bills of lading and similar documents of title**

(1). The issuer of a through bill of lading, or other document of title embodying an undertaking to be performed in part by a person acting as its agent or by a performing carrier, is liable to any person entitled to recover on the bill or other document for any breach by the other person or the performing carrier of its obligation under the bill or other document. However, to the extent that the bill or other document covers an undertaking to be performed overseas or in territory not contiguous to the continental United States or an undertaking including matters other than transportation, this liability for breach by the other person or the performing carrier may be varied by agreement of the parties.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). If goods covered by a through bill of lading or other document of title embodying an undertaking to be performed in part by a person other than the issuer are received by that person, the person is subject, with respect to its own performance while the goods are in its possession, to the obligation of the issuer. The person's obligation is discharged by delivery of the goods to another person pursuant to the bill or other document and does not include liability for breach by any other person or by the issuer.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). The issuer of a through bill of lading or other document of title described in subsection (1) is entitled to recover from the performing carrier, or other person in possession of the goods when the breach of the obligation under the bill or other document occurred:

(a). The amount it may be required to pay to any person entitled to recover on the bill or other document for the breach, as may be evidenced by any receipt, judgment or transcript of judgment; and [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(b). The amount of any expense reasonably incurred by the issuer in defending any action commenced by any person entitled to recover on the bill or other document for the breach. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

#### SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

#### **§7-1303. Diversion; reconsignment; change of instructions**

(1). Unless the bill of lading otherwise provides, a carrier may deliver the goods to a person or destination other than that stated in the bill or may otherwise dispose of the goods, without liability for misdelivery, on instructions from:

(a). The holder of a negotiable bill; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(b). The consignor on a nonnegotiable bill, even if the consignee has given contrary instructions; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(c). The consignee on a nonnegotiable bill in the absence of contrary instructions from the consignor, if the goods have arrived at the billed destination or if the consignee is in possession of the tangible bill or in control of the electronic bill; or [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(d). The consignee on a nonnegotiable bill, if the consignee is entitled as against the consignor to dispose of the goods. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]  
[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). Unless instructions described in subsection (1) are included in a negotiable bill of lading, a person to which the bill is duly negotiated may hold the bailee according to the original terms. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

#### SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

#### §7-1304. Tangible bills of lading in a set

(1). Except as customary in international transportation, a tangible bill of lading may not be issued in a set of parts. The issuer is liable for damages caused by violation of this subsection. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). If a tangible bill of lading is lawfully issued in a set of parts, each of which contains an identification code and is expressed to be valid only if the goods have not been delivered against any other part, the whole of the parts constitutes one bill. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). If a tangible negotiable bill of lading is lawfully issued in a set of parts and different parts are negotiated to different persons, the title of the holder to which the first due negotiation is made prevails as to both the document of title and the goods even if any later holder may have received the goods from the carrier in good faith and discharged the carrier's obligation by surrendering its part. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(4). A person that negotiates or transfers a single part of a tangible bill of lading issued in a set is liable to holders of that part as if it were the whole set. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(5). The bailee shall deliver in accordance with Part 4 against the first presented part of a tangible bill of lading lawfully issued in a set. Delivery in this manner discharges the bailee's obligation on the whole bill. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

#### SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

#### §7-1305. Destination bills

(1). Instead of issuing a bill of lading to the consignor at the place of shipment, a carrier, at the request of the consignor, may procure the bill to be issued at destination or at any other place designated in the request.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). Upon request of any person entitled as against a carrier to control the goods while in transit and on surrender of possession or control of any outstanding bill of lading or other receipt covering the goods, the issuer, subject to section 7-1105, may procure a substitute bill to be issued at any place designated in the request.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

#### SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

#### §7-1306. Altered bills of lading

An unauthorized alteration or filling in of a blank in a bill of lading leaves the bill enforceable according to its original tenor. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

#### SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

#### §7-1307. Lien of carrier

(1). A carrier has a lien on the goods covered by a bill of lading or on the proceeds thereof in its possession for charges after the date of the carrier's receipt of the goods for storage or transportation, including demurrage and terminal charges, and for expenses necessary for preservation of the goods incident to their transportation or reasonably incurred in their sale pursuant to law. However, against a purchaser for value of a negotiable bill of lading, a carrier's lien is limited to charges stated in the bill or the applicable tariffs or, if no charges are stated, a reasonable charge.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). A lien for charges and expenses under subsection (1) on goods that the carrier was required by law to receive for transportation is effective against the consignor or any person entitled to the goods unless the carrier had notice that the consignor lacked authority to subject the goods to those charges and expenses. Any other lien under subsection (1) is effective against the consignor and any person that permitted the bailor to have control or possession of the goods unless the carrier had notice that the bailor lacked authority.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). A carrier loses its lien on any goods that it voluntarily delivers or unjustifiably refuses to deliver.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

#### SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

#### §7-1308. Enforcement of carrier's lien

(1). A carrier's lien on goods may be enforced by public or private sale of the goods, in bulk or in packages, at any time or place and on any terms that are commercially reasonable, after notifying all persons known to claim an interest in the goods. The notification must include a statement of the amount due, the nature of the proposed sale and the time and place of any public sale. The fact that a better price could have been obtained by a sale at a different time or in a method different from that selected by the carrier is not of itself sufficient to establish that the sale was not made in a commercially reasonable manner. The carrier sells goods in a commercially reasonable manner if the carrier sells the

goods in the usual manner in any recognized market therefor, sells at the price current in that market at the time of the sale or otherwise sells in conformity with commercially reasonable practices among dealers in the type of goods sold. A sale of more goods than apparently necessary to be offered to ensure satisfaction of the obligation is not commercially reasonable, except in cases covered by the preceding sentence.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). Before any sale pursuant to this section, any person claiming a right in the goods may pay the amount necessary to satisfy the lien and the reasonable expenses incurred in complying with this section. In that event, the goods may not be sold but must be retained by the carrier, subject to the terms of the bill of lading and this Article.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). A carrier may buy at any public sale pursuant to this section.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(4). A purchaser in good faith of goods sold to enforce a carrier's lien takes the goods free of any rights of persons against which the lien was valid, despite the carrier's noncompliance with this section.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(5). A carrier may satisfy its lien from the proceeds of any sale pursuant to this section but shall hold the balance, if any, for delivery on demand to any person to which the carrier would have been bound to deliver the goods.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(6). The rights provided by this section are in addition to all other rights allowed by law to a creditor against a debtor.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(7). A carrier's lien may be enforced pursuant to either subsection (1) or the procedure set forth in section 7-1210, subsection (2).

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(8). A carrier is liable for damages caused by failure to comply with the requirements for sale under this section and, in case of willful violation, is liable for conversion.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

#### SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

#### **§7-1309. Duty of care; contractual limitation of carrier's liability**

(1). A carrier that issues a bill of lading, whether negotiable or nonnegotiable, shall exercise the degree of care in relation to the goods that a reasonably careful person would exercise under similar circumstances. This subsection does not affect any statute, regulation or rule of law that imposes liability upon a common carrier for damages not caused by its negligence.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). Damages may be limited by a term in the bill of lading or in a transportation agreement that the carrier's liability may not exceed a value stated in the bill or transportation agreement if the carrier's rates are dependent upon value and the consignor is afforded an opportunity to declare a higher value and the consignor is advised of the opportunity. However, such a limitation is not effective with respect to the carrier's liability for conversion to its own use.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). Reasonable provisions as to the time and manner of presenting claims and commencing actions based on the shipment may be included in a bill of lading or a transportation agreement.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

## SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

## PART 4

## WAREHOUSE RECEIPTS AND BILLS OF LADING: GENERAL OBLIGATIONS

**§7-1401. Irregularities in issue of receipt or bill or conduct of issuer**

The obligations imposed by this Article on an issuer apply to a document of title even if: [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(1). The document does not comply with the requirements of this Article or of any other statute, rule or regulation regarding its issuance, form or content; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). The issuer violated laws regulating the conduct of its business; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). The goods covered by the document were owned by the bailee when the document was issued; or [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(4). The person issuing the document is not a warehouse but the document purports to be a warehouse receipt. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

## SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**§7-1402. Duplicate document of title; overissue**

A duplicate or any other document of title purporting to cover goods already represented by an outstanding document of the same issuer does not confer any right in the goods, except as provided in the case of tangible bills of lading in a set of parts, overissue of documents for fungible goods, substitutes for lost, stolen or destroyed documents or substitute documents issued pursuant to section 7-1105. The issuer is liable for damages caused by its overissue or failure to identify a duplicate document by a conspicuous notation. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

## SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**§7-1403. Obligation of bailee to deliver; excuse**

(1). A bailee shall deliver the goods to a person entitled under a document of title if the person complies with subsections (2) and (3), unless and to the extent that the bailee establishes any of the following:

(a). Delivery of the goods to a person whose receipt was rightful as against the claimant; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(b). Damage to or delay, loss or destruction of the goods for which the bailee is not liable; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(c). Previous sale or other disposition of the goods in lawful enforcement of a lien or on a warehouse's lawful termination of storage; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(d). The exercise by a seller of its right to stop delivery pursuant to section 2-705 or by a lessor of its right to stop delivery pursuant to section 2-1526; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(e). A diversion, reconsignment or other disposition pursuant to section 7-1303; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(f). Release, satisfaction or any other personal defense against the claimant; or [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(g). Any other lawful excuse. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). A person claiming goods covered by a document of title shall satisfy the bailee's lien if the bailee so requests or if the bailee is prohibited by law from delivering the goods until the charges are paid.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). Unless a person claiming the goods is a person against which the document of title does not confer a right under section 7-1503, subsection (1):

(a). The person claiming under a document shall surrender possession or control of any outstanding negotiable document covering the goods for cancellation or indication of partial deliveries; and [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(b). The bailee shall cancel the document or conspicuously indicate in the document the partial delivery or the bailee is liable to any person to which the document is duly negotiated. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

#### SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

#### **§7-1404. No liability for good faith delivery pursuant to document of title**

A bailee that in good faith has received goods and delivered or otherwise disposed of the goods according to the terms of a document of title or pursuant to this Article is not liable for the goods even if: [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(1). The person from which the bailee received the goods did not have authority to procure the document or to dispose of the goods; or

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). The person to which the bailee delivered the goods did not have authority to receive the goods.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

#### SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

### PART 5

#### WAREHOUSE RECEIPTS AND BILLS OF LADING: NEGOTIATION AND TRANSFER

**§7-1501. Form of negotiation and requirements of due negotiation**

(1). The following rules apply to a negotiable tangible document of title.

(a). If the document's original terms run to the order of a named person, the document is negotiated by the named person's indorsement and delivery. After the named person's indorsement in blank or to bearer, any person may negotiate the document by delivery alone. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(b). If the document's original terms run to bearer, it is negotiated by delivery alone. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(c). If the document's original terms run to the order of a named person and it is delivered to the named person, the effect is the same as if the document had been negotiated. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(d). Negotiation of the document after it has been indorsed to a named person requires indorsement by the named person and delivery. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(e). A document is duly negotiated if it is negotiated in the manner stated in this subsection to a holder that purchases it in good faith, without notice of any defense against or claim to it on the part of any person, and for value, unless it is established that the negotiation is not in the regular course of business or financing or involves receiving the document in settlement or payment of a monetary obligation. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]  
[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). The following rules apply to a negotiable electronic document of title.

(a). If the document's original terms run to the order of a named person or to bearer, the document is negotiated by delivery of the document to another person. Indorsement by the named person is not required to negotiate the document. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(b). If the document's original terms run to the order of a named person and the named person has control of the document, the effect is the same as if the document had been negotiated. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(c). A document is duly negotiated if it is negotiated in the manner stated in this subsection to a holder that purchases it in good faith, without notice of any defense against or claim to it on the part of any person, and for value, unless it is established that the negotiation is not in the regular course of business or financing or involves taking delivery of the document in settlement or payment of a monetary obligation. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]  
[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). Indorsement of a nonnegotiable document of title neither makes it negotiable nor adds to the transferee's rights.  
[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(4). The naming in a negotiable bill of lading of a person to be notified of the arrival of the goods does not limit the negotiability of the bill or constitute notice to a purchaser of the bill of any interest of that person in the goods.  
[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

**SECTION HISTORY**

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**§7-1502. Rights acquired by due negotiation**



(1). Subject to sections 7-1205 and 7-1503, a holder to which a negotiable document of title has been duly negotiated acquires thereby:

(a). Title to the document; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(b). Title to the goods; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(c). All rights accruing under the law of agency or estoppel, including rights to goods delivered to the bailee after the document was issued; and [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(d). The direct obligation of the issuer to hold or deliver the goods according to the terms of the document free of any defense or claim by the issuer except those arising under the terms of the document or under this Article, but in the case of a delivery order, the bailee's obligation accrues only upon the bailee's acceptance of the delivery order and the obligation acquired by the holder is that the issuer and any indorser will procure the acceptance of the bailee. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). Subject to section 7-1503, title and rights acquired by due negotiation are not defeated by any stoppage of the goods represented by the document of title or by surrender of the goods by the bailee and are not impaired even if:

(a). The due negotiation or any prior due negotiation constituted a breach of duty; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(b). Any person has been deprived of possession of a negotiable tangible document or control of a negotiable electronic document by misrepresentation, fraud, accident, mistake, duress, loss, theft or conversion; or [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(c). A previous sale or other transfer of the goods or document has been made to a 3rd person. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

#### SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

#### **§7-1503. Document of title to goods defeated in certain cases**

(1). A document of title confers no right in goods against a person that before issuance of the document had a legal interest or a perfected security interest in the goods and that did not:

(a). Deliver or entrust the goods or any document of title covering the goods to the bailor or the bailor's nominee with:

(i) Actual or apparent authority to ship, store or sell;

(ii) Power to obtain delivery under section 7-1403; or

(iii) Power of disposition under section 2-403; section 2-1304, subsection (2); section 2-1305, subsection (2); section 9-1320; or section 9-1321, subsection (3) or other statute or rule of law; or [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(b). Acquiesce in the procurement by the bailor or its nominee of any document. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). Title to goods based upon an unaccepted delivery order is subject to the rights of any person to which a negotiable warehouse receipt or bill of lading covering the goods has been duly negotiated.

That title may be defeated under section 7-1504 to the same extent as the rights of the issuer or a transferee from the issuer.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). Title to goods based upon a bill of lading issued to a freight forwarder is subject to the rights of any person to which a bill issued by the freight forwarder is duly negotiated. However, delivery by the carrier in accordance with Part 4 pursuant to its own bill of lading discharges the carrier's obligation to deliver.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

#### SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

#### **§7-1504. Rights acquired in absence of due negotiation; effect of diversion; stoppage of delivery**

(1). A transferee of a document of title, whether negotiable or nonnegotiable, to which the document has been delivered but not duly negotiated, acquires the title and rights that its transferor had or had actual authority to convey.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). In the case of a transfer of a nonnegotiable document of title, until but not after the bailee receives notice of the transfer, the rights of the transferee may be defeated:

(a). By those creditors of the transferor that could treat the transfer as void under section 2-402 or 2-1308; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(b). By a buyer from the transferor in ordinary course of business if the bailee has delivered the goods to the buyer or received notification of the buyer's rights; [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(c). By a lessee from the transferor in ordinary course of business if the bailee has delivered the goods to the lessee or received notification of the lessee's rights; or [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(d). As against the bailee, by good faith dealings of the bailee with the transferor. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). A diversion or other change of shipping instructions by the consignor in a nonnegotiable bill of lading that causes the bailee not to deliver the goods to the consignee defeats the consignee's title to the goods if the goods have been delivered to a buyer in ordinary course of business or a lessee in ordinary course of business and, in any event, defeats the consignee's rights against the bailee.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(4). Delivery of the goods pursuant to a nonnegotiable document of title may be stopped by a seller under section 2-705 or a lessor under section 2-1526, subject to the requirements of due notification in those sections. A bailee that honors the seller's or lessor's instructions is entitled to be indemnified by the seller or lessor against any resulting loss or expense.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

#### SECTION HISTORY

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

#### **§7-1505. Indorser not guarantor for other parties**

The indorsement of a tangible document of title issued by a bailee does not make the indorser liable for any default by the bailee or previous indorsers. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

**SECTION HISTORY**

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**§7-1506. Delivery without indorsement; right to compel indorsement**

The transferee of a negotiable tangible document of title has a specifically enforceable right to have its transferor supply any necessary indorsement, but the transfer becomes a negotiation only as of the time the indorsement is supplied. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

**SECTION HISTORY**

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**§7-1507. Warranties on negotiation or delivery of document of title**

If a person negotiates or delivers a document of title for value, otherwise than as a mere intermediary under section 7-1508, unless otherwise agreed, the transferor, in addition to any warranty made in selling or leasing the goods, warrants to its immediate purchaser only that: [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(1). The document is genuine;  
[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). The transferor does not have knowledge of any fact that would impair the document's validity or worth; and  
[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(3). The negotiation or delivery is rightful and fully effective with respect to the title to the document and the goods it represents.  
[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

**SECTION HISTORY**

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**§7-1508. Warranties of collecting bank as to documents of title**

A collecting bank or other intermediary known to be entrusted with documents of title on behalf of another or with collection of a draft or other claim against delivery of documents warrants by the delivery of the documents only its own good faith and authority even if the collecting bank or other intermediary has purchased or made advances against the claim or draft to be collected. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

**SECTION HISTORY**

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**§7-1509. Adequate compliance with commercial contract**

Whether a document of title is adequate to fulfill the obligations of a contract for sale, a contract for lease or the conditions of a letter of credit is determined by Article 2, 2-A or 5. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

**SECTION HISTORY**

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**PART 6****WAREHOUSE RECEIPTS AND BILLS OF LADING: MISCELLANEOUS PROVISIONS**

**§7-1601. Lost, stolen or destroyed documents of title**

(1). If a document of title is lost, stolen or destroyed, a court may order delivery of the goods or issuance of a substitute document and the bailee may without liability to any person comply with the order. If the document was negotiable, a court may not order delivery of the goods or issuance of a substitute document without the claimant's posting security unless it finds that any person that may suffer loss as a result of nonsurrender of possession or control of the document is adequately protected against the loss. If the document was nonnegotiable, the court may require security. The court may also order payment of the bailee's reasonable costs and attorney's fees in any action under this subsection.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

(2). A bailee that, without a court order, delivers goods to a person claiming under a missing negotiable document of title is liable to any person injured thereby. If the delivery is not in good faith, the bailee is liable for conversion. Delivery in good faith is not conversion if the claimant posts security with the bailee in an amount at least double the value of the goods at the time of posting to indemnify any person injured by the delivery that files a notice of claim within one year after the delivery.

[PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

**SECTION HISTORY**

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**§7-1602. Judicial process against goods covered by negotiable document of title**

Unless a document of title was originally issued upon delivery of the goods by a person that did not have power to dispose of them, a lien does not attach by virtue of any judicial process to goods in the possession of a bailee for which a negotiable document of title is outstanding unless possession or control of the document is first surrendered to the bailee or the document's negotiation is enjoined. The bailee may not be compelled to deliver the goods pursuant to process until possession or control of the document is surrendered to the bailee or to the court. A purchaser of the document for value without notice of the process or injunction takes free of the lien imposed by judicial process. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

**SECTION HISTORY**

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**§7-1603. Conflicting claims; interpleader**

If more than one person claims title to or possession of the goods, the bailee is excused from delivery until the bailee has a reasonable time to ascertain the validity of the adverse claims or to commence an action for interpleader. The bailee may assert an interpleader either in defending an action for nondelivery of the goods or by original action. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

**SECTION HISTORY**

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**PART 7****MISCELLANEOUS PROVISIONS****§7-1701. Effective date**

This Article takes effect February 15, 2010. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

**SECTION HISTORY**

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**§7-1702. Applicability**

This Article applies to a document of title that is issued or a bailment that arises on or after the effective date of this Article. This Article does not apply to a document of title that is issued or a bailment that arises before the effective date of this Article even if the document of title or bailment would be subject to this Article if the document of title had been issued or bailment had arisen on or after the effective date of this Article. This Article does not apply to a right of action that has accrued before the effective date of this Article. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

**SECTION HISTORY**

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

**§7-1703. Savings clause**

A document of title issued or a bailment that arises before February 15, 2010 and the rights, obligations and interests flowing from that document or bailment are governed by any statute or other rule amended or repealed by this Act as if amendment or repeal had not occurred and may be terminated, completed, consummated or enforced under that statute or other rule. [PL 2009, c. 324, Pt. A, §2 (NEW); PL 2009, c. 324, Pt. A, §4 (AFF).]

**SECTION HISTORY**

PL 2009, c. 324, Pt. A, §2 (NEW). PL 2009, c. 324, Pt. A, §4 (AFF).

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Attachment 6

Bridgton Land Use Code Excerpts

excerpts from

# Town of Bridgton

Land Use Code



Enacted 11/02/2021

## CHAPTER III. LAND USE DISTRICTS

### Section III-1. Land Use Districts

- A. **Land Use Districts Established.** To implement the provisions of this Chapter III (Land Use Districts), the Town is divided into the following land use districts:

Land Use District Symbol	Land Use District Name	Characteristics	Comprehensive Plan Land Use Designation (for historical reference)
DVB-I	Downtown Village Business I District	Village commercial, high-density growth area; business, retail, and entertainment uses; pedestrian-oriented with historic buildings	Downtown Village Business District
DVB-II	Downtown Village Business II District	Low-density mixed use transition to downtown	Downtown Village Business District
DVN	Downtown Village Neighborhood District	Designated growth area; residential and historic areas	Downtown Village Neighborhood
IC	Inner Corridor District	Designated growth area for mixed-use development	Inner Corridor
OC	Outer Corridor District	Highway auto-oriented mixed use, transitional area	Outer Corridor
MUC	Mixed Use Corridor District	Low-density, mixed-use development along rural highway	Version of Outer Corridor
LN	Lakeside Neighborhood District	Primarily low-density single-family homes oriented toward a lake	Lakeside Neighborhood
OV	Outer Village District	Village nodes providing transition to rural areas	Outer Village
RN	Rural Neighborhood District	Low-density residential areas	Rural Neighborhood

- B. **Official Land Use District Maps.** The location and boundaries of the land use districts are established as depicted on the Official Land Use District Maps for the Town, which are made part of this Code and attached as Appendix A. The Official Land Use District Maps are certified by the attested signature of the Town Clerk and are on file with the Town Clerk.
- C. **Relationship to Shoreland Zoning.** Shoreland zoning districts, as established by Section IV-1.B and depicted on the Official Shoreland Zoning Maps, are overlay districts. Accordingly, uses, structures, and lots located in the shoreland zone are also located in one or more land use districts.



**Section III-2. Schedule of Uses**

A. **Symbols Used in the Schedule of Uses.** The symbols contained in the schedule of uses in subsection B, below, have the following meanings:

1. Land Use District Symbols

DVB-I Ground Story	Downtown Village Business District I—Ground Story
DVB-I Upper Stories	Downtown Village Business District I—Upper Stories
DVB-II	Downtown Village Business District II
DVN	Downtown Village Neighborhood District
IC	Inner Corridor District
OC	Outer Corridor District
MUC	Mixed Use Corridor District
LN	Lakeside Neighborhood District
OV	Outer Village District
RN	Rural Neighborhood District

2. Permit Symbols

Yes	The use, and any structures associated with or devoted to such use, is allowed without a permit
P	The use, and any structures associated with or devoted to such use, is allowed with a building permit from the CEO
S	The use, and any structures associated with or devoted to such use, is allowed with site plan approval from the Planning Board or the CEO
No	The use, and any structures associated with or devoted to such use, is prohibited
1, 2, 3, etc.	Numbers adjacent to letter symbols refer to notes at the end of the schedule of uses containing additional requirements and conditions

**B. Schedule of Uses.**

<b>LAND USE CATEGORY</b>	<b>DVB-I Ground Story<sup>1</sup></b>	<b>DVB-I Upper Stories<sup>2</sup></b>	<b>DVB-II</b>	<b>DVN</b>	<b>IC</b>	<b>OC</b>	<b>MUC</b>	<b>LN</b>	<b>OV</b>	<b>RN</b>
Accessory Use <sup>3</sup>	P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S	P/S
Agriculture, Commercial <sup>4</sup>	No	No	No	No	P	P	P	No	No	P
Agriculture, Eco-Tourism	No	No	No	No	No	No	P	P	P	P
Agriculture, Noncommercial	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Agriculture, Piggery	No	No	No	No	No	No	No	No	No	S
Agriculture, Poultry	No	No	No	No	No	No	No	No	No	S
Agriculture, Products Processing	No	No	No	No	No	S	S	No	No	S
Ambulance Service	No	No	No	No	S	S	S	No	S	S
Animal Shelter	No	No	No	No	S	S	S	No	No	S
Aquaculture	No	No	No	S	S	S	S	No	No	No
Assisted Living Facility	No	No	No	S	S	S	S	No	No	S
Auction / Auction House	No	No	No	No	S	S	S	No	S	S
Auto Repair Service	No	No	No	No	S	S	S	No	No	No
Auto Sales and Service	No	No	No	No	S	S	S	No	No	No
Auto Washing Service	No	No	No	No	S	S	S	No	No	No

<sup>1</sup> If a structure is composed of a single story, the uses listed as allowed in the DVB-I Upper Stories column of the schedule of uses are also uses allowed within the DVB-I Ground Story as long as (i) the uses are not clearly visible from any public lot line, and (ii) one or more of the uses listed as allowed in the DVB-I Ground Story column occupies a portion of the ground story that is most proximate to and visible from any public lot line.

<sup>2</sup> The uses listed as allowed in the DVB-I Upper Stories column of the schedule of uses are also allowed within the roof of any structure where the roof is configured as a half-story.

<sup>3</sup> Accessory uses, and any structures associated with such uses, are allowed with a permit from the reviewing authority designated to review the principal use in this schedule of uses.

<sup>4</sup> Principal structures other than a barn or stable are allowed with site plan approval from the Planning Board.

LAND USE CATEGORY	DVB-I Ground Story <sup>1</sup>	DVB-I Upper Stories <sup>2</sup>	DVB-II	DVN	IC	OC	MUC	LN	OV	RN
Bank	S	S	No	No	S	S	S	No	S	No
Bar / Tavern / Cocktail Lounge	S	S	S	No	S	S	S	No	S	No
Bed and Breakfast / Small Inn	S	S	S	S	S	S	S	S	S	S
Boarding House	P	P	P	P	P	No	P	No	P	P
Boarding Kennel	No	No	No	No	S	S	S	No	No	S
Boat Launching Facility	No	No	No	No	No	No	No	S	No	No
Boat Sales, Service and Storage, Indoor	No	No	No	No	S	S	S	S	No	S
Boat Sales Service and Storage, Outdoor	No	No	No	No	S	S	S	S	No	S
Brewery / Distillery / Winery	S	S	S	No	S	S	S	No	S	No
Building Materials Yard	No	No	No	No	No	S	S	No	No	S
Campground	No	No	No	No	No	No	S	S	No	S
Cemetery	No	No	No	No	No	P	P	P	No	P
Children's Summer Camp	No	No	No	No	No	No	S	S	No	S
Communication Service	No	No	No	No	S	S	S	No	No	S
Community Center	S	S	S	No	S	S	S	S	S	S
Community Garden	No	No	No	Yes	No	Yes	Yes	Yes	Yes	Yes
Day Care Facility	No	No	S	No	S	S	S	S	S	S
Dwelling, Above Commercial	No	P	P	P	P	No	P	P	P	P

LAND USE CATEGORY	DVB-I Ground Story <sup>1</sup>	DVB-I Upper Stories <sup>2</sup>	DVB-II	DVN	IC	OC	MUC	LN	OV	RN
Dwelling, Attached In-law Apartment	No	P	P	P	P	P	P	P	P	P
Dwelling, Detached In-law Apartment	No	No	No	P	P	P	P	P	P	P
Dwelling, Multi-family	No	S	S	S	S	S	S	S	S	S
Dwelling, Single-family	No	P	P	P	P	P	P	P	P	P
Dwelling, Two-family	No	P	P	P	P	P	P	P	P	P
Education Facility	S	S	S	No	S	S	S	No	S	S
Equestrian Facility	No	No	No	No	No	S	S	No	No	S
Equipment Rental Service	No	No	No	No	S	S	S	No	No	No
Essential Services	S	S	S	S	S	S	S	S	S	S
Farmers Market / Farm Stand <sup>5</sup>	S	No	S	No	S	S	S	No	S	S
Firewood Processing and Sales	No	No	No	No	S	S	S	No	No	S
Forest Management Activities / Timber Harvesting Activities <sup>6</sup>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Fuel Storage Depot, Bulk	No	No	No	No	No	S	S	No	No	No
Function Hall / Lodge / Clubhouse	No	No	S	No	S	S	S	No	S	S
Funeral Home	S	S	S	No	S	S	S	No	S	No
Garden Materials Yard	No	No	No	No	S	S	S	No	No	S
Gas Station	No	No	No	No	S	S	S	No	No	No

<sup>5</sup> Farm stands are allowed with a building permit from the CEO.

<sup>6</sup> Forest management activities, including timber harvesting activities, are regulated by the DACF Bureau of Forestry pursuant to 12 M.R.S.A. §§ 8866 *et seq.*

LAND USE CATEGORY	DVB-I Ground Story <sup>1</sup>	DVB-I Upper Stories <sup>2</sup>	DVB-II	DVN	IC	OC	MUC	LN	OV	RN
General Contractor Yard <sup>7</sup>	No	No	No	No	No	S	S	No	No	S
Governmental and Institutional	S	S	S	S	S	S	S	S	S	S
Group Home, Large	No	No	No	No	S	No	S	No	No	S
Group Home, Small	No	No	P	P	P	No	P	P	P	P
Health Institution	No	No	No	No	S	S	S	No	No	S
Home Occupation	P	P	P	P	P	P	P	P	P	P
Hospice Facility	No	No	No	No	S	S	S	S	S	S
Hotel / Large Inn	S	S	S	No	S	S	S	S	S	No
Laundry Service	No	No	No	No	S	S	S	No	S	No
Liquor Store	S	No	S	No	S	S	S	No	No	No
Live Theater / Music / Entertainment	S	No	S	No	S	S	S	S	S	S
Livestock, Personal Use	No	No	No	No	No	Yes	Yes	Yes	No	Yes
Manufacturing, Heavy	No	No	No	No	No	S	S	No	No	No
Manufacturing, Light	No	S	No	No	S	S	S	No	No	S
Marijuana Establishment, Medical Marijuana Registered Dispensary	No	No	No	No	S	S	No	No	No	No
Marijuana Establishment, Medical Marijuana Large-Scale Caregiver Operation	No	No	No	No	S	S	No	No	No	No
Marijuana Establishment, Medical Marijuana Multiple Registered Caregiver Facility	No	No	No	No	S	S	No	No	No	No

<sup>7</sup> Temporary storage of materials and equipment on site of a construction project is allowed without a permit.

LAND USE CATEGORY	DVB-I Ground Story <sup>1</sup>	DVB-I Upper Stories <sup>2</sup>	DVB-II	DVN	IC	OC	MUC	LN	OV	RN
Marijuana Establishment, Medical Marijuana Caregiver Retail Store	No	No	No	No	S	S	No	No	No	No
Marijuana Establishment, Medical Marijuana Inherently Hazardous Substances Extraction Operation	No	No	No	No	S	S	No	No	No	No
Marijuana Establishment, Medical Marijuana Testing Facility	No	No	No	No	S	S	No	No	No	No
Marijuana Establishment, Adult Use Marijuana Cultivation Facility	No	No	No	No	S	S	No	No	No	No
Marijuana Establishment, Adult Use Marijuana Store	No	No	No	No	S	S	No	No	No	No
Marijuana Establishment, Adult Use Marijuana Products Manufacturing Facility	No	No	No	No	S	S	No	No	No	No
Marijuana Establishment, Adult Use Marijuana Testing Facility	No	No	No	No	S	S	No	No	No	No
Marijuana Home Cultivation	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Marina	No	No	No	No	No	No	No	S	No	No
Mass Gathering	S	No	S	No	S	S	S	S	S	S
Medical Marijuana Small-Scale Caregiver Operation	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Midway / Fair	S	No	S	No	S	S	S	No	S	S
Mineral Extraction <sup>8</sup>	No	No	No	No	No	No	S	No	No	S

<sup>8</sup> Mineral extraction is allowed with a building permit from the CEO if (i) the mineral extraction area contains less than two acres, and (ii) no more than 1,500 cubic yards of material are removed, handled, or processed within any 12-month period.

LAND USE CATEGORY	DVB-I Ground Story <sup>1</sup>	DVB-I Upper Stories <sup>2</sup>	DVB-II	DVN	IC	OC	MUC	LN	OV	RN
Minimart	No	No	No	No	S	S	S	No	No	No
Mobile Home Park	No	No	No	No	No	No	S	No	No	S
Mobile Temporary Vendor	P	No	P	No	P	P	P	No	P	No
Motel	No	No	S	No	S	S	S	S	S	No
Movie Theater	S	S	S	No	S	S	S	No	No	No
Neighborhood Convenience Store	S	S	S	No	S	S	S	S	S	No
Office Building, Large	S	S	S	No	S	S	S	No	S	No
Office Building, Small	S	S	S	No	S	S	S	S	S	No
Outdoor Flea Market / Open-Air Market	No	No	No	No	No	S	S	No	S	S
Parking Garage	S <sup>9</sup>	S <sup>10</sup>	S	No	S	S	S	No	No	No
Pawn Shop	No	No	No	No	S	S	S	No	No	No
Public Open Space	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recreation, Indoor	S	No	S	No	S	S	S	No	No	S
Recreation, Low-Intensity <sup>11</sup>	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Recreation, Outdoor	No	No	No	No	S	S	S	No	No	S
Redemption / Recycling / Transfer Facility	No	No	S	No	S	S	S	No	No	No
Religious Assembly	S	S	S	S	S	S	S	S	S	S
Research Facility	No	S	S	No	S	S	S	S	S	S

<sup>9</sup> Structures, entries, and exits may not front or utilize Main Street.

<sup>10</sup> Structures, entries, and exits may not front or utilize Main Street.

<sup>11</sup> Structures accessory to low-intensity recreation are allowed with a building permit from the CEO.

LAND USE CATEGORY	DVB-I Ground Story <sup>1</sup>	DVB-I Upper Stories <sup>2</sup>	DVB-II	DVN	IC	OC	MUC	LN	OV	RN
Restaurant	S	S	S	No	S	S	S	No	S	No
Restaurant, Drive-Through	No	No	No	No	S	S	S	No	No	No
Retail Business, Large	No	No	No	No	S	S	S	No	No	No
Retail Business, Small	S	S	S	S	S	S	S	No	S	S
Retail Fuel Distributor	No	No	No	No	No	No	S	No	No	No
Salvage Yard	No	No	No	No	No	S	S	No	No	No
Sawmill	No	No	No	No	No	S	S	No	No	S
Self-Storage Facility	No	No	No	No	No	S	S	No	No	No
Solar Farm	No	No	No	No	No	S	No	No	No	S
Vehicle and Small Engine Repair Shop	No	No	No	No	No	S	S	No	No	S
Veterinary Service	No	No	No	No	S	S	S	No	No	S
Warehousing and Distribution	No	No	No	No	No	S	S	No	No	No
Water Extraction, Large-Scale	No	No	No	No	No	S	No	No	No	No
Water Extraction, Small-Scale	No	No	No	No	S	S	S	No	No	S
Wind Farm	No	No	No	No	No	No	No	No	No	No



## CHAPTER IX. RULES OF CONSTRUCTION, ACRONYMS, AND DEFINITIONS

### Section IX-1. Rules of Construction

It is the legislative intent of the voters of the Town, in adopting this Code, that all provisions of this Code be liberally construed to protect and preserve the health, safety, and welfare of the inhabitants of the Town. In the construction of this Code, the following rules apply, unless (i) such construction is inconsistent with the plain meaning of the affected provision of the Code and the context clearly otherwise requires, or (ii) a definition is otherwise provided in this Code:

- A. **Applicant.** The word “applicant” means a person with sufficient right, title, or interest to submit an application for a permit or approval to a reviewing authority pursuant to this Code, and includes any duly authorized designee or agent of the applicant.
- B. **Code.** The word “Code” means the Bridgton Land Use Code and any amendments thereto.
- C. **Computation of Time.** Whenever a notice is required to be given or an act to be done a certain length of time before any proceeding, the day on which such notice is given or such act is done is not counted in computing the time, but the day on which such proceeding is to be held is counted.
- D. **Corporate or Town Limits.** Reference to the corporate limits, Town limits, or geographic boundaries of the Town means the legal boundaries of the Town of Bridgton, Maine.
- E. **Delegation of Authority.** Whenever a provision of this Code requires a department head or some other officer of the Town to do some act or perform some duty, reference to such department head or officer authorizes such department head or officer to designate, delegate, and authorize subordinates to perform the required act or duty, unless the provision specifies otherwise.
- F. **District.** The word “district” refers to the land use districts established in Chapter III and/or the shoreland zoning districts established in Chapter IV, as the context may dictate.
- G. **Including.** The word “including” means “including, but not limited to.”
- H. **Inhabitant, Resident.** The word “inhabitant” or “resident” means a person having an established residence in the Town.
- I. **Municipal Officers.** The phrase “Municipal Officers” means the members of the Bridgton Select Board.
- J. **Number.** A word importing the singular number only includes the plural, and the plural number includes the singular.
- K. **Oath.** The word “oath” includes an affirmation, when affirmation is allowed. Affirmation is allowed when a person required to be sworn is conscientiously scrupulous of taking an oath.
- L. **Or, And.** The word “or” may be read “and,” and the word “and” may be read “or” as the context dictates.
- M. **Owner, Property Owner.** The word “owner” or “property owner,” applied to a building or land, includes any part owner, joint owner, tenant in common, tenant in partnership, or joint tenant of the whole or of a part of such building or land.

- N. **Person.** The word “person” means any individual, firm, partnership, corporation, company, association, club, joint venture, estate, trust, governmental agency, municipality, other legal entity, or any group or combination acting as a unit and the individuals constituting such group or unit.
- O. **Professional Consultants.** All references to professional consultants, including arborists, engineers, foresters, geologists, hydrogeologists, land surveyors, and soil scientists, mean professionals that are licensed or registered by the Maine Office of Professional and Occupation Regulation and its licensing boards and programs in accordance with applicable Maine laws and rules.
- P. **References to Chapters or Sections.** All references to chapters or sections are to the chapters and sections of this Code, unless otherwise specified.
- Q. **References to State Statutes and Rules.** References to Maine statutes and Maine state department or agency rules include any amendments and successor provisions thereto.
- R. **Shall, Must, Will, May.** The words “shall” and “must” and “will” and “may not” are mandatory and not discretionary. The word “may” is permissive.
- S. **State.** The words “the state” or “this state” mean the State of Maine.
- T. **State Law References and History Notes.** The state law references and history notes scattered throughout the Code are for the benefit of the user of the Code and have no legal effect.
- U. **Technical Words.** Unless specifically defined in this Code, words and phrases must be construed according to their customary dictionary meanings, except that technical words and phrases that have acquired a peculiar meaning in law must be construed according to such meaning.
- V. **Tense.** Words used in the present or past tense include the future tense, as well as the present and past tense.
- W. **Text Controls.** In case of any difference of meaning or implication between the text of this Code and any figure or illustration, the text controls.
- X. **Town.** The word “Town,” “Bridgton,” “the Town of Bridgton,” and to any board, official, or officer means the Town of Bridgton, Maine, an incorporated municipality in the County of Cumberland, State of Maine, and its municipal boards, officials, and officers.

STATE LAW REFERENCE—FOR SIMILAR PROVISIONS, SEE 1 M.R.S.A. § 72.

**Section IX-2. Acronyms**

<b>CEO</b>	Code Enforcement Officer
<b>DACF</b>	Maine Department of Agriculture, Conservation and Forestry, and any successor state department or agency
<b>DEP</b>	Maine Department of Environmental Protection, and any successor state department or agency
<b>DHHS</b>	Maine Department of Health and Human Services, and any successor state department or agency

<b>DOT</b>	Maine Department of Transportation, and any successor state department or agency
<b>FEMA</b>	Federal Emergency Management Agency
<b>MDIFW</b>	Maine Department of Inland Fisheries and Wildlife, and any successor state department or agency
<b>NRPA</b>	The Natural Resources Protection Act, codified at 38 M.R.S.A. § 480-A <i>et seq.</i>
<b>M.R.S.A.</b>	The latest edition of the Maine Revised Statutes Annotated
<b>NFPA</b>	National Fire Protection Association

### Section IX-3. Definitions

**Accessory Structure or Accessory Use** — A structure or use that is subordinate and customarily incidental to the principal structure or principal use on the same lot. Accessory uses, when aggregated, must not subordinate the principal use of the lot. A deck or similar extension of the principal structure or a garage attached to the principal structure by a roof or common wall is considered part of the principal structure.

**Addition** — An extension or increase in floor area or height of a building or structure.

**Adult Use Marijuana Cultivation Facility** — A “cultivation facility” as that term is defined in 28-B M.R.S.A. § 102(13).

**Adult Use Marijuana Products Manufacturing Facility** — A “products manufacturing facility” as that term is defined in 28-B M.R.S.A. § 102(43).

**Adult Use Marijuana Store** — A “marijuana store” as that term is defined in 28-B M.R.S.A. § 102(34).

**Adult Use Marijuana Testing Facility** — A “testing facility” as that term is defined in 28-B M.R.S.A. § 102(54).

**Aggrieved Party or Aggrieved Person** — A person who participated in a public hearing, if one is held under this Code, and (i) whose property is directly or indirectly affected by the grant or denial of a permit, approval, or variance under this Code; (ii) whose land abuts land for which a permit, approval, or variance has been granted under this Code; or (iii) who suffers a particularized injury as a result of the grant or denial of a permit, approval, or variance under this Code.

**Agriculture** — The production, breeding, keeping, or maintenance, for sale or lease, of plants or animals, including forages and sod crops; grains and seed crops; dairy animals and dairy products; poultry and poultry products; livestock; fruits and vegetables; and ornamental and green house products. This definition does not include forest management activities / timber harvesting activities, or sawmills.

**Agriculture, Commercial** — An agriculture use whereby the principal use is any combination of agriculture, including agricultural composting operations, agricultural products, and agricultural support services, as those terms are defined in 7 M.R.S.A. § 152. This definition includes accessory on-site retail and off-site distribution.

**Agriculture, Eco-Tourism** — A range of activities, services, and amenities provided by farmers and rural people to attract tourist to their area in order to supplement income for their primary business. This definition does not include piggery agriculture or poultry agriculture.

**Agriculture, Noncommercial** — Agriculture use primarily for household use. This definition does not include does not include piggery agriculture or poultry agriculture.

**Agriculture, Piggery** — A premises, area, fenced enclosure, building, or structure, or portion thereof, used or designed for the production, keeping, or breeding of pigs, with more than two sows or 20 head or of any smaller number if designed or operated in a manner that results in nuisance impacts on abutting or nearby properties.

**Agriculture, Poultry** — A premises, area, fenced enclosure, building, or structure, or portion thereof, used or designed for the production, keeping, or breeding of poultry or fowl or production of eggs, for commercial purposes as a principal use; or for any purpose or as an accessory use, if designed or operated in a manner that results in nuisance impacts on abutting or nearby properties.

**Agriculture, Product Processing** — The processing of agricultural products into non-agricultural products, including food and drink products. This definition does not include piggery agriculture or poultry agriculture.

**Air-blast** — A horn or signal before blasting.

**Alley** — A public or private right-of-way less than 22 feet wide that is primarily designed to serve as a secondary access to the rear or side of those properties whose principal lot frontage is on another road.

**Alteration** — A change or modification requiring movement in the location of major structural members of a building, including bearing walls, columns, beams, girders, or substantial remodeling, but not including cosmetic, decorative, or appliance/fixture upgrades or routine maintenance or repair of a building.

**Ambulance Service** — A facility for emergency ambulance or paramedic services that treats illnesses and injuries that require an urgent medical response and provides out-of-hospital treatment and transport to definitive care.

**Animal Breeding** or **Animal Production** — The process of selective mating of animals; refer to “agriculture.”

**Animal Shelter** — A facility used to house or contain stray, homeless, abandoned, or unwanted animals that is owned, operated, or maintained by a public body, a humane society, or other nonprofit organization devoted to the welfare, protection, and humane treatment of animals.

**Antenna** — A device for radiating or receiving radio waves, which is situated on a permanent or temporary foundation.

**Appropriate Suite of Water Quality Parameters** — All organic or inorganic primary and secondary federal drinking water standards, including bacteria.

**Aquaculture** — The growing or propagation of harvestable freshwater, estuarine, or marine plant or animal species.

**Aquifer** — A saturated permeable geologic unit consisting of unconsolidated sediment or bedrock that can yield economically valuable quantities of water. This definition includes all areas specifically mapped as aquifers by the Maine Geological Survey or a geologist.

**Assisted Living Facility** — A residence for the elderly that provides housing, limited care, meals, personal care, and supervision, and which may provide other services such as recreational activities, financial services, and transportation.

**Attic Story** — The space enclosed within the roof of a structure that is not used for any commercial or residential purposes.

**Auction / Auction House** — A facility or place used for a public sale in which goods or property are sold to the highest bidder.

**Auto Repair Service** — An establishment primarily engaged in the maintenance and repair of passenger vehicles, pickup trucks, commercial trucks, and similar vehicles.

**Auto Sales and Service** — The use of any building, land, or other premises principally for the display, sale, rental, or lease of new or used automobiles, light trucks, vans, trailers, or recreational vehicles. This definition includes any vehicle preparation, warranty, or repair work conducted as an accessory use.

**Auto Washing Service** — A facility used to clean the exterior and, in some cases, the interior of motor vehicles.

**Awning** — A secondary covering on a frame attached to the exterior wall of a building which, when open, projects away from that exterior wall.

**Balcony** — A projecting platform that is open and roofless and is suspended or cantilevered from, or supported solely by, a principal building.

**Bank** — A financial institution open to the public that is engaged in deposit banking or performs closely related functions such as making loans, investments, and fiduciary activities.

**Bar / Tavern / Cocktail Lounge** — A facility or structure primarily devoted to the serving of alcoholic beverages, with the service of food incidental to the consumption of such beverages. This definition includes meeting places or other facilities of nonprofit organizations that are licensed to serve alcoholic beverages.

**Basal Area** — The area of cross-section of a tree stem at 4½ feet above ground level and inclusive of bark.

**Basement** — Any portion of a structure with a floor-to-ceiling height of six feet or more and having more than 50% of its volume below the existing ground level.

**Bed and Breakfast / Small Inn** — A private residence, which is the innkeeper's principal residence, that offers sleeping accommodations to lodgers in eight or fewer rooms for rent with no provision for cooking in any individual guest room. A lodger is a person who rents a room in a bed and breakfast / small inn for less than 30 days.

**Blasting** — The controlled use of explosives to excavate or remove rock.

**Boarding House** — A residential structure in which six or fewer rooms, or rooms and meals, are provided to occupants for at least one week, with meals available only to the occupants. The structure must be occupied by a resident owner or manager. There may be no provision for cooking in any individual guest room. Housekeeping services may be included.

**Boarding Kennel** — A place where domestic pets are housed temporarily for a fee.

**Boat Launching Facility** — A facility designed primarily for the launching and landing of watercraft, which may include an access ramp, docking area, and parking spaces for vehicles and trailers.

**Boat Sales, Service and Storage, Indoor** — The sale, maintenance, and storage of watercraft wholly within an enclosed structure.

**Boat Sales, Service and Storage, Outdoor** — The sale, maintenance, and storage of watercraft wholly or partially in the open.

**Brewery / Distillery / Winery** — An establishment or place where beer, liquor, or wine is made commercially, which may also be licensed to sell on the premises as a bar / tavern / cocktail lounge.

**Buffer or Buffer Strip** — A defined and described lot, or portion of a lot, that (i) must remain unaltered, vegetated, revegetated, unscarified, undisturbed, and/or in its natural state, or (ii) serves to minimize

environmental impacts to natural resources or audiovisual impacts to surrounding properties, as the context may dictate.

**Buildable Area** — The surface area of a lot, minus the area of all required minimum setback areas and open space requirements.

**Building** — Any structure arranged, designed, intended, or used for the shelter, housing, or enclosure of persons, animals, processes, equipment, or property.

**Building Materials Yard** — An outside storage area for materials used in building and construction, such as roofing, fill material, wood, equipment, vehicles, machinery, paints, pipes, or electrical components.

**Campground** — An area devoted to overnight recreational or educational use on a short-term or long-term basis, where land area is divided into campsites or lots in order to accommodate transient living quarters such as tents, recreational vehicles, or other temporary shelters.

**Canopy** — The more or less continuous cover formed by tree crowns in a wooded area.

**Cemetery** — An area devoted to the burial of the dead, including mausoleums, and related sales and maintenance facilities. This definition includes mortuaries when operated within the boundary of a cemetery.

**Children's Summer Camp** — A seasonal camp that may include seasonal buildings providing room, board, and recreation for children during all or part of a vacation period, normally the summer, for a fee.

**Clay** — A fine grained material consisting mainly of hydrated aluminum silicates that occurs naturally in soil and sedimentary rock and is used in making bricks, ceramics, and cement.

**Cluster Housing Development** — Detached or attached residential dwelling units placed on individual lots within an overall tract, with the remaining area devoted to common open space.

**Commercial Use** — The use of land, buildings, or structures to buy and sell goods or services, which use is intended for and results in the production of income. This definition does not include a home occupation or the rental of residential buildings or dwelling units.

**Common Lot Line** — A lot line shared between properties other than a public lot line.

**Common Open Space** — A parcel or area of land, or land and water, designed and intended for the use or enjoyment of residents and property owners living within a development area, such as a cluster housing development. Common open space may contain such complementary structures and improvements as are necessary, and must be freely accessible to all residents and property owners living within the development area.

**Communication Service** — Public and private companies in the telecommunications (landline and wireless), internet, cable, satellite, and managed services businesses. This definition does not include communication towers.

**Communication Tower** — Any structure, whether free-standing or in association with a permanent building or permanent structure, that is designed and constructed primarily for the purposes of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers. This definition includes radio and television transmission towers, microwave towers, common-carrier towers, cellular phone towers, and alternative tower structures.

**Community Center** — A place or building used by the public for meetings for social, educational, or recreational activities, or similar uses, none of which are operated for profit.

**Community Garden** — A piece of public or private land gardened collectively by a group of people utilizing either individual or shared plots.

**Comprehensive Plan** — Any part or element of the overall plan and policy for development of the Town, as defined in 30-A M.R.S.A. §§ 4301-4357, or the *Town of Bridgton Comprehensive Plan*, as the context dictates.

**Condominium** — A form of housing tenure and other real property where a specified part of real estate is individually owned while use of and access to common facilities (such as hallways, heating system, elevators, and exterior areas) is executed under legal rights associated with individual ownership and controlled by the association of owners that jointly represent ownership of the whole part.

**Complete for Review** — A determination by the reviewing authority that an application is accepted and ready for substantive review by the reviewing authority based on whether the application is accompanied by the proper application fee; contains sufficient documentation of right, title, or interest; and contains sufficient information for the reviewing authority to begin its review.

**Corner Lot** — A lot abutting and at the intersection of two or more roads.

**Curb Cut** — The connection to a road, or opening along the curb line, at which point vehicles may enter or leave the road.

**Day Care Facility** — A Maine-licensed facility operated for the purpose of providing care and protection during part of a 24-hour day to children or adults. This definition does not include the provision of day care services in a dwelling unit where the property owner is the proprietor of the business and the use otherwise satisfies the requirements of a home occupation.

**Density** — Buildable area divided by the number of units.

**Department Heads** — The Town’s fire chief, public works director, police chief, and transfer station manager.

**Development** — A change in land use involving alteration of the land, water, or vegetation; or the addition or alteration of structure; or other construction not naturally occurring.

**Dimensional Standards** — The minimum lot size; minimum lot frontage; minimum shore frontage; maximum lot coverage; minimum contiguous private open area; maximum front setback line; minimum front setback line; minimum setback line from any common lot line; minimum setback line from the DVN, MUC, LN, OV, or RN district boundary; minimum shoreland setback line; maximum height; minimum height; and ground story floor elevation height, all as provided in Chapter III (Land Use Districts).

**Disability** — A “physical or mental disability,” as that term is defined in 5 M.R.S.A. § 4553-A.

**Driveway** — A vehicular access route or right-of-way less than 500 feet in length serving or intended to serve any structure, use, or vacant lot, except if such a driveway is proposed as part of a subdivision application in which case it is a road.

**Dwelling, Above Commercial** — A dwelling unit located on a floor above a commercial business.

**Dwelling, Attached In-law Apartment** — A separate living space attached to or located within a single-family dwelling as a small accessory apartment. An attached in-law apartment must have its own entrance, kitchen, bathroom, and living space.

**Dwelling, Detached In-law Apartment** — A separate living space detached from, but accessory to, a single-family dwelling, such as a small guest house. A detached in-law apartment must have its own entrance, kitchen, bathroom, and living space.

**Dwelling, Multi-Family** — A building consisting of three or more attached dwelling units.

**Dwelling, Single-Family** — A building designed or intended to be used exclusively for residential occupancy by one family, and containing one dwelling unit or one dwelling unit with an in-law apartment.

**Dwelling, Two-Family** — A building consisting of two attached dwelling units.

**Dwelling Unit** — A structure or portion of a structure containing one or more rooms or group of rooms designed, built, and used for permanent or seasonal human habitation, with each such unit containing cooking, sleeping, and toilet facilities. “Dwelling unit” includes manufactured homes (including mobile homes and modular homes), as defined in 30-A M.R.S.A. § 4358, but does not include motel units, hotel units, boarding houses, recreational vehicles, or other residential units intended primarily for transient occupancy. The rental of a dwelling unit is considered a usual and normal use associated with a dwelling unit.

**Easement** — The authorization of a property owner for the use by another, and for a specified purpose, of any designated part of the owner’s property.

**Education Facility** — Any building or facility used for academic instruction of enrolled students, including any nursery school, public or private school, college, university, medical school, law school, or career and technical education school.

**Emergency Operations** — Operations conducted for the public health, safety, or general welfare, including protection of resources from immediate destruction or loss, law enforcement, and operations to rescue human beings, property and livestock from the threat of destruction or injury.

**Equestrian Facility** — A facility for the purpose of accommodating, training, or competing equids, especially horses. Based on its use, an equestrian facility may be known as a barn, stables, or riding hall and may include commercial operations described by terms such as a boarding stable, livery yard, or livery stable.

**Equipment Rental Service** — A retail service providing machinery, equipment, and tools of various kinds and sizes (from earthmoving to powered access, from power generation to hand-held tools) for a limited period of time to final users that is stored in an enclosed indoor or outdoor space. It may be part of a larger retail building or facility such as a hardware store.

**Essential Services** — Gas, electrical, or communication facilities; steam, fuel, electric power, or water transmission or distribution lines; towers and related equipment; telephone cables or lines, poles, and related equipment; gas, oil, water, slurry, or other similar pipelines; municipal sewage lines; collection or supply towers, poles, wires, mains, drains, pipes, conduits, cables, fire alarms and police call boxes, traffic signals, hydrants, and similar accessories. This definition does not include service drops or buildings that are necessary for the furnishing of essential services.

**Exempt Caregiver** — A natural person who is a medical marijuana registered caregiver for no more than two family members or members of the caregiver’s household, is exempt from registration pursuant to 22 M.R.S.A. § 2423-A(3)(C), and may not possess more than eight pounds of marijuana.

**Expansion of a Structure** — An increase in the footprint, floor area, or height of a structure, including all extensions such as decks, garages, porches, and greenhouses.



**Expansion of a Use** — An enlargement of the footprint, floor area, or ground area devoted to a use; a change in the location of a use; addition of one or more months to a use’s operating season; or a change in character, amount, or intensity of a use. A change in use from one land use category to another land use category in the schedules of uses in Chapter III (Land Use Districts) or Chapter IV (Shoreland Zoning) is *prima facie* evidence of a change in character of a use.

**Explosive** — A substance that contains a great amount of stored energy that can provide an explosion, a sudden expansion of the material after initiation, usually accompanied by the production of light, heat, sound and pressure.

**Extraction Point** — The physical location where water is extracted, whether by well, pump, pipeline, catchments, or other similar method.

**Family** — One or more persons occupying a dwelling unit, whether or not related to each other by birth, adoption, or marriage.

**Farmers Market / Farm Stand** — The seasonal selling or offering for sale at retail of home-grown vegetables or produce, or food products from such vegetables or produce, occurring in pre-designated areas where the vendors are generally individuals or registered farms who have raised the vegetables or produce or have taken the same on consignment for retail sale.

**Farmland** — A lot used for commercial farming (i) that consists of five or more contiguous acres; (ii) that has produced a gross income averaging no less than \$300 per acre for three or more of the previous six calendar years; (iii) where use of agricultural chemicals has occurred; and (iv) that includes only the land on which the crop is produced. This definition does not include land used for woodlots, Christmas tree production, dwelling units, farm buildings, roads, pastures, lawns, or any area covered with non-crop vegetation that borders abutting land.

**Fenestration** — The design, location, or arrangement of windows and other exterior openings of a façade.

**Firewood Processing and Sales** — Cutting and splitting logs to produce firewood with machinery or manual handling for sale to retail customers.

**Floodway** — The channel of a river or other watercourse and adjacent land areas that must be reserved in order to discharge the 100-year flood without cumulatively increasing the water surface elevation by more than one foot in height.

**Floodplain** — A flood-prone area along rivers or artificially formed great ponds along rivers, defined by the 100-year floodplain as designated on FEMA Flood Insurance Rate Maps or Flood Hazard Boundary Maps, by the flood of record, or in the absence of these, by soil types identified as recent floodplain soils.

**Floor Area** — The sum of the horizontal areas of the floors of a building (excluding basement and attics), measured from the exterior faces of exterior walls or, in the case of a common wall separating two buildings, from the center line of the common wall.

**Footprint** — The entire area of ground covered by a building or structure on a lot, including cantilevered or similar overhanging extensions, as well as unenclosed structures such as patios and decks.

**Forest Management Activities / Timber Harvesting Activities** — “Timber harvesting activities” as that term is defined in 12 M.R.S.A. § 8868(5). Forest management activities / timber harvesting activities are not regulated pursuant to this Code, but are regulated by the DACF Bureau of Forestry pursuant to 12 M.R.S.A. §§ 8866 *et seq.*

**Foundation** — The supporting substructure of a building or structure, including basements, slabs, frost walls, or other base consisting of concrete, block, brick or similar material, but excluding wooden sills and post supports.

**Fuel Storage Depot, Bulk** — A stand-alone facility for the bulk storage of fossil fuels, including gasoline, diesel, propane, or natural gas, primarily for distribution by motor vehicle to other locations. This definition does not include underground storage tanks at gas stations.

**Function Hall / Lodge / Clubhouse** — A building or portion of a building for the purpose of hosting a party, banquet, wedding or other reception, or other social event, such as functions halls, lodges, or club houses.

**Functionally Water-Dependent Uses** — Those uses that require, for their primary purpose, location on submerged lands or that require direct access to, or location in, inland waters and which cannot be located away from these waters. Functionally water-dependent uses include commercial and recreational fishing and boat launching facilities, waterfront docks and facilities, marinas, and navigation aids, basins, and channels, shoreline structures necessary for erosion control purposes, industrial uses dependent upon water-borne transportation or requiring large volumes of cooling or processing water that cannot reasonably be located or operated at an inland site, and uses that primarily provide general public access to inland waters. Recreational boat storage buildings are not a functionally water-dependent use.

**Funeral Home** — A facility or building for the preparation of the deceased for burial or cremation, the display of the deceased, and rituals connected with burial or cremation, which may include a crematory.

**Garage** — An accessory structure on a residential lot for parking residents' vehicles.

**Garden Materials Yard** — An open space for the storage of plants, trees, and shrubs, and associated materials and tools used for their cultivation for sale to a retail user.

**Gas Station** — A facility, building, land area, or other premises used for the retail dispensing or sales of vehicular fuels, or as an accessory use to the sale of lubricants, tires, batteries, and similar vehicle accessories.

**General Contractor Yard** — An open area that a construction contractor uses for the storage of materials and equipment used for construction projects, which may include the contractor's office.

**Governmental Use** — A use exclusively for public purposes by any department or branch of government, such as post office, public safety, public works, and public utilities and services.

**Gravel** — Small stones and pebbles, or a mixture of small stones and pebbles with sand.

**Gravel Pit** — An excavation for removal, processing, or storage of borrow, topsoil, loam, gravel, rock, sand, clay, silt, or other similar non-metallic earth materials, whether alone or in combination, and which does not require the use of explosives.

**Great Pond** — Any inland body of water which in a natural state has a surface area in excess of 10 acres, and any inland body of water artificially formed or increased which has a surface area in excess of 30 acres except where the artificially formed or increased inland body of water is completely surrounded by land held by a single owner.

**Greatest Extent Practicable** — Feasible or capable of being done or carried out with reasonable effort, taking into account sound science and engineering principles; the state of available technology; the economics of improvements in relation to the benefits to the public health, safety, and welfare; and other societal and socioeconomic considerations.

**Greatest Extent Possible** — Feasible or capable of being done or carried out taking into account the size of the lot, the slope of the land, the potential for soil erosion, the location of other structures on the property and on adjacent properties, the location of subsurface wastewater disposals systems and on-site soils suitable for such systems, and the type and amount of vegetation to be removed to accomplish the intended activity.

**Groundwater** — Underground water located in unconsolidated sediment or bedrock below the water table and includes ground water emanating to the surface in the form of springs.

**Ground Cover** — Small plants, fallen leaves, needles, and twigs, and the partially decayed organic matter of the forest floor.

**Ground Story** — The first floor of a building, other than a basement.

**Group Home, Large** — A home where more than six unrelated people in need of care, support, or supervision can live together, such as elderly persons or persons with a disability.

**Group Home, Small** — A home where six or fewer unrelated people in need of care, support, or supervision can live together, such as elderly persons or persons with a disability.

**Health Institution** — A hospital, clinic, nursing or rehabilitation facility, or any other place for the care, treatment, or diagnosis of human ailments. This definition does not include office buildings or hospice facilities.

**Height** — The vertical distance of a structure, as measured from the mean original grade (prior to construction) of the ground at the downhill side of the structure to the highest point of the roof or any rooftop structure or feature such as a deck, fence, railing, or widow's walk, but excluding the vertical distance of any (i) chimney, steeple, heating or cooling appurtenance, ventilator, antenna, transmission tower, windmill, skylight, tank, bulkhead, solar panel, or similar structure having no floor area, or (ii) dome, tower, or spire provided such feature is not habitable.

**Home Occupation** — An occupation or profession which is customarily conducted on residential property or in a dwelling unit, and which (i) is clearly incidental to and compatible with the residential use of the property and any surrounding residential uses; (ii) employs no more than two persons other than family members residing in the dwelling unit; and (iii) utilizes no more than 50% of the floor area of the dwelling unit in which the occupation is carried out.

**Hospice Facility** — A facility that provides support and care for persons in the last stages of an incurable disease or condition, and which may include related in-patient and out-patient services and associated offices, pharmacy services, and storage.

**Hotel / Large Inn** — A facility having more than eight guest rooms offering transient lodging accommodations to the general public for a fee, and which may include additional facilities and services such as restaurants, meeting rooms, entertainment, personal services, and recreation structures.

**Impact** — A measure of the effects or consequences of an activity or influence upon a neighborhood, community, Town, or abutter.

**Impervious Surface** — A low-permeability material that is highly resistant to infiltration by water (such as asphalt, concrete, or rooftop) and any area that will be compacted through design or use to reduce its permeability (such as a gravel road or unpaved parking area). Common impervious surfaces include rooftops, walkways, patios, driveways, parking lots, storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and macadam or other surfaces that similarly impede the natural infiltration of stormwater. Pervious pavement, pervious pavers, pervious concrete, and underdrained artificial turf fields are all considered impervious surfaces.

**In-law Apartment** — A living space that must have its own entrance, kitchen, bathroom, and living area that is attached to or detached from a single-family dwelling.

**Individual Private Campsite** — An area of land located in the shoreland zone that is not associated with a campground, which is developed for repeated camping by only one group not to exceed 10 individuals and which involves site improvements such as gravel pads, parking areas, fire place, and tent platform.

**Industrial Use** — The assembling, fabrication, finishing, manufacturing, packaging or processing of goods, or the extraction of minerals.

**Infrastructure** — All common roads, drainage structures, ditches, erosion, sedimentation and stormwater control measures, utilities, landscaping, fire protection systems, recreation structures, and any additional common property or basic facilities associated with a development or subdivision.

**Institutional Use** — A use serving a public or charitable need by a nonprofit or quasi-public institution, such as church, library, museum, private school, or hospital.

**Landscaping** — The planting of trees, shrubs, and other plants as foundation plantings in separate bedding areas and between the property and sidewalk or road so as to enhance the appearance and function of the property.

**Laundry Service** — A facility that provides services that wash, dry, dry clean, iron, and press customers' clothes for a fee.

**Liquor Store** — A retail shop that predominantly sells pre-packaged alcoholic beverages, typically in bottles intended to be consumed off-premises, and which may be a part of a larger retail store.

**Live Theater / Music / Entertainment** — A facility or venue which provides a form of entertainment that uses live performers before a live audience in a specific place.

**Livestock, Personal Use** — Animals kept for personal enjoyment or for the production of animal products for personal use. This definition does not include piggery agriculture or poultry agriculture.

**Lot Area** — The area of land enclosed within the boundary lines of a lot, minus land below the normal high-water line of a water body or upland edge of a wetland and areas beneath roads serving more than two lots.

**Lot Coverage** —

Outside of the shoreland zone: The percentage of area covered by buildings, structures, parking areas, driveways, and impervious surfaces on a lot.

Within the shoreland zone: The percentage of area covered by buildings, structures, parking areas, driveways, and all other non-vegetative surfaces on a lot or that portion of a lot located in the shoreland zone. Naturally occurring ledge and rock outcroppings are not counted as non-vegetated surfaces when calculating lot coverage for lots of record on March 24, 1990 and in continuous existence since that date.

**Lot Front** — The side of a lot that borders a road and, in the case of a corner lot, the side with the longer lot line bordering a road.

**Lot Frontage** — The horizontal distance of the lot front measured from one side lot line to the other.

**Major Artery** — A term to describe Route 302, Route 117, and Route 107.

**Manufacturing Use** — A use involving the mechanical or chemical transformation of materials or substances into new products, including the assembling of component parts, the creation of products, and the blending of materials, such as oils, plastics, resins, or liquors.

**Manufacturing, Heavy** — A manufacturing use to make, produce, build, construct, assemble, put together, create, fabricate, turn out, process, or engineer with large, heavy, and capital-intensive machinery and equipment.

**Manufacturing, Light** — A manufacturing use to make, produce, build, construct, assemble, put together, create, fabricate, turn out, process, or engineer wholly within an enclosed building with small machinery and equipment.

**Marijuana** — The leaves, stems, flowers, and seeds of all species of the plant genus Cannabis, whether growing or not, but not including “hemp” as defined in 7 M.R.S.A. § 2231(1-A)(D).

**Marijuana Cultivation Area** — An indoor facility used for cultivation of marijuana as part of any marijuana establishment, which is enclosed and equipped with locks and other security devices that permit access only by a person authorized to have access to the facility.

**Marijuana Establishment** — Any one of the following uses:

- Adult use marijuana cultivation facility
- Adult use marijuana products manufacturing facility
- Adult use marijuana store
- Adult use marijuana testing facility
- Medical marijuana caregiver retail store
- Medical marijuana inherently hazardous substances extraction operation
- Medical marijuana large-scale caregiver operation
- Medical marijuana manufacturing facility
- Medical marijuana multiple registered caregiver facility
- Medical marijuana registered dispensary
- Medical marijuana testing facility

Unless a general definition (including agriculture, commercial, manufacturing, retail business, home occupation or accessory use) expressly includes a marijuana establishment, the general definition does not include a marijuana establishment.

**Marijuana Home Cultivation** — The cultivation of (i) marijuana for personal adult use by persons 21 years of age or older in accordance with the provisions of 28-B M.R.S.A. § 1502; or (ii) medical Marijuana by an exempt caregiver or a qualifying patient.

**Marijuana Manufacturing Facility** — Any one of the following uses:

- Medical marijuana inherently hazardous substances extraction operation
- Medical marijuana manufacturing facility
- Adult use marijuana products manufacturing facility

**Marijuana Testing Facility** — Any one of the following uses:

- Adult use marijuana testing facility
- medical marijuana testing facility

**Marina** — An establishment having frontage on navigable water and, as its principal use, providing for hire offshore moorings or docking facilities for boats, and which may also provide accessory services such as boat and related sales and rentals, boat repair and construction, indoor and outdoor storage of boats and marine equipment, and tackle shops and marine fuel service facilities.

**Market Value** — The estimated price a property will bring in the open market and under prevailing market conditions in a sale between a willing seller and a willing buyer, both conversant with the property and with prevailing general price levels.

**Mass Gathering** — An event at which at least 500 persons collect, assemble, congregate, or gather together, in a group for a period of time greater than four consecutive hours.

**Maximum Front Setback Area** — The portion of a lot that is located between the maximum front setback line and the public lot line which it parallels.

**Maximum Front Setback Line** — A line paralleling a public lot line along the full length of the public lot line, which is the farthest distance a building façade can be from the public lot line.

**Medical Marijuana Caregiver Retail Store** — A location, building, or facility operated by a medical marijuana registered caregiver that is used to sell medical marijuana to qualifying patients and that has attributes generally associated with retail stores, including a fixed location, a sign, regular business hours, accessibility to the public and sales of goods or services directly to a consumer.

**Medical Marijuana Inherently Hazardous Substances Extraction Operation** — “Marijuana extraction” using “inherently hazardous substances” by a “qualifying patient,” the “caregiver” of a qualified patient, or any other person authorized under 22 M.R.S.A. § 2423-F(3) to engage in “marijuana extraction” using “inherently hazardous substances,” as those terms are defined in 22 M.R.S.A. § 2422.

**Medical Marijuana Large-Scale Caregiver Operation** — A commercial or noncommercial use by a medical marijuana registered caregiver other than: (i) a medical marijuana caregiver retail store, (ii) a medical marijuana multiple caregiver facility, (iii) a medical marijuana inherently hazardous substances extraction operation, (iv) marijuana home cultivation by a qualifying patient or exempt caregiver, or (v) a medical marijuana small-scale caregiver operation.

**Medical Marijuana Manufacturing Facility** — A registered tier 1 or tier 2 manufacturing facility, as defined in 22 M.R.S.A. § 2422.

**Medical Marijuana Multiple Registered Caregiver Facility** — A building or facility housing more than one medical marijuana registered caregiver.

**Medical Marijuana Registered Caregiver** — A caregiver who is registered by the State licensing authority pursuant to 22 M.R.S.A. § 2425-A.

**Medical Marijuana Registered Dispensary** — A building or facility operated by a person or entity registered under 22 M.R.S.A. § 2425-A that acquires, possesses, cultivates, manufactures, delivers, transfers, transports, sells, supplies, or dispenses medical marijuana or related supplies and educational materials to qualifying patients and the caregivers of those patients as defined in 22 M.R.S.A. § 2422(6).

**Medical Marijuana Small-Scale Caregiver Operation** — A commercial or noncommercial use by a medical marijuana registered caregiver who sells or dispenses marijuana solely out of the caregiver’s residential dwelling or accessory structure to no more than five individual registered patients in any one calendar month; does not process or manufacture marijuana using chemicals or solvents; and cultivates no more than 30 mature marijuana plants.

**Medical Marijuana Testing Facility** — A public or private laboratory that (i) is authorized in accordance 22 M.R.S.A. § 2423-A(10) to analyze contaminants in the potency and cannabinoid profile of samples; and (ii) is accredited pursuant to standard ISO/IEC 17025 of the International Organization for Standardization by a third-party accrediting body or is certified, registered or accredited by an organization approved by DHHS.

**Midway / Fair** — A temporary event where there are displays of goods, animals, amusements, games of chance or skill, and competitions.

**Mineral** — A naturally occurring solid chemical substance that is formed through geological processes and that has a characteristic chemical composition, a highly ordered atomic structure, and specific physical properties. By comparison, a rock is an aggregate of minerals or mineraloids and does not have a specific chemical composition. Minerals range in composition from pure elements and simple salts to very complex silicates with thousands of known forms.

**Mineral Exploration** — Hand sampling, test boring, or other methods of determining the nature or extent of mineral resources, which create minimal disturbance to the land and include reasonable measures to restore the land to its original condition.

**Mineral Extraction** — Any excavation or removal, storage, handling or processing of sand, gravel, aggregates, borrow, stone, rock, clay, minerals, metals, or topsoil. This definition includes sand pits, gravel pits, clay pits, borrow pits, quarries, mines, and topsoil mining or removal operations.

**Mineral Extraction Area** — All of the land area used, disturbed, and developed as part of mineral extraction operation, including any access roads and cleared areas adjacent to a pit or excavation area.

**Mineral Extraction, Handling or Processing** — The washing, screening, crushing, mixing, or storage of sand, gravel, aggregates, borrow, stone, rock, clay, minerals, metals, or topsoil, including washing or screening operations; concrete mix or asphalt batching plants; blasting or mining operations; storage of material; disposal, placing, or storing of any material that will not be used in conjunction with the mineral extraction; or ore concentration processes.

**Mineral Extraction, Large** — Mineral extraction which removes 100 cubic yards or more of material within any 12-month period.

**Mineral Extraction, Small** — Mineral extraction which removes less than 100 cubic yards of material within any 12-month period.

**Minimart** — A convenience store that is located on the same lot and is accessory to a gas station.

**Minimum Front Setback Line** — A line paralleling a public lot line along the full length of the public lot line, which is the closest distance a building façade can be from the public lot line.

**Minimum Lot Frontage** — The minimum lot frontage on a lot.

**Minimum Lot Size** — The minimum acreage of a lot for each principal building located on the lot.

**Minimum Lot Width** — The closest distance between the side lot lines of a lot. When only two lot lines extend into the shoreland zone, both lot lines are deemed side lot lines.

**Minimum Setback** — The horizontal distance from the nearest part of a structure, parking area, or other regulated object or area to a lot line, road line, the normal high-water line of a water body, or the upland edge of a wetland, as the context may dictate.

**Minimum Setback Area** — The portion of a lot that is located between the minimum setback line and the lot line which it parallels.

**Minimum Setback Line** — A line paralleling a lot line which indicates the closest distance a structure or parking area can be from any given lot line.

**Minimum Shoreland Setback** — The horizontal distance from the nearest part of a structure, parking area, or other regulated object or area to the normal high-water line of a water body, or the upland edge of a wetland, as the context may dictate.

**Mobile** — Capable of moving or being moved.

**Mobile Home or Modular Home** — Refer to “dwelling unit.”

**Mobile Home Park** — A lot under unified ownership used or intended to be used for the placement of three or more manufactured homes (including mobile homes and modular homes), as that term is defined in 30-A M.R.S.A. § 4358.

**Motel** — A building or group of attached or detached buildings containing guest rooms, most of which have separate outside entrances and parking spaces nearby, intended to be used by automobile transients for a fee.

**Movie Theater** — An establishment where movies are shown for public entertainment.

**Native Species or Native Tree or Native Vegetation** — Indigenous to Maine ecosystems.

**Neighborhood Convenience Store** — A retail establishment of up to 1,500 square feet in aggregate floor area with extended operating hours and located in a convenient location within a district, which sells primarily food products, household items, newspapers and magazines, candy, and beverages, and a limited amount of freshly prepared foods such as sandwiches, pizzas, and salads.

**Nonconforming Lot, Structure, or Use or Nonconforming Condition** — A lot, structure, or use that lawfully existed immediately prior to the enactment of this Code, or an amendment to this Code, and which, as a result of the enactment or amendment of this Code, presently fails to comply with any one or more of the requirements of this Code, including the dimensional standards or other standards applicable in the district in which the lot, structure, or use is located.

**Non-Native Invasive Vegetation** — Species of vegetation listed by DACF as being invasive in Maine ecosystems and not native to Maine ecosystems.

**Normal High-Water Line** — A line that is apparent from visible markings, changes in the character of soils due to prolonged action of the water, or changes in vegetation, and which distinguishes between predominantly aquatic and predominantly terrestrial land. Areas contiguous with rivers and great ponds that support non-forested wetland vegetation and hydric soils and that are at the same or lower elevation as the water level of the river or great pond during the period of normal high-water are considered part of the river or great pond.

**Office Building** — A building, or portion of a building, within and from which a person conducts a business providing a trade or professional service to clients or customers or conducts bureaucratic work, including offices for plumbing, electrical, and other construction trades; offices for architectural firms or construction contractors (including headquarters); offices for lawn care services and building cleaning companies; and offices for lawyers, doctors, accountants, engineers, and other professional consultants.

**Office Building, Large** — An office building having a floor area of more than 2,500 square feet.

**Office Building, Small** — An office building having a floor area of 2,500 square feet or less.

**Outdoor Flea Market / Open-Air Market** — The outdoor display, sale, exchange or barter of merchandise for profit, which may include accessory structures such as restrooms or buildings for storage of goods when not in business. This definition does not include garage sales or yard sales on the premises of a residential property, except if such sales occur more than four times a year on the same residential property. This definition does not include occasional sales and promotional activities at retail buildings that place merchandise outside of their building or farmers markets.



**Overlay District** — A special zoning district, placed over one or more land use districts, that identifies special provisions that apply to land uses in addition to or in lieu of the provisions of the underlying land use districts. An overlay district can share common boundaries with the underlying land use districts or cut across land use district boundaries. Regulations or incentives may be attached to an overlay district to protect a specific resource or to guide development within a special area.

**Parking Garage** — A structure used for the limited term parking of vehicles but excluding automotive services or commercial storage of vehicles.

**Parking Setback Line** — The closest the outer edge of a parking lot to a property line.

**Pawn Shop** — A business or facility designed to loan out money for items, with the intention that the customer comes back and repays the loan for the items pawned.

**Planned Unit Development** — An integrated design for development of residential, commercial, industrial or other uses, or a mix of such uses, on one or more contiguous lots in accordance with a concept plan approved by the Planning Board.

**Principal Building or Principal Structure** — A building or structure where the principal use of the lot is conducted.

**Principal Use** — A use other than one that is wholly incidental or accessory to another use on the same lot.

**Privacy Wall** — An unroofed structure which has a foundation and vertical surface of masonry, wood, plaster, concrete, or stones to enclose, divide, or protect an area.

**Private Open Area** — A contiguous space for plant materials containing no more than 50% impervious surface for courtyards or seating areas.

**Public Drinking Water Supply** — Any publicly or privately owned system of pipes or other constructed conveyances, structures, and facilities through which water is obtained for or sold, furnished, or distributed to the public for human consumption, if such a system has at least 15 service connections, regularly serves an average of at least 25 persons daily at least 60 days out of the year, or bottles of water for sale. Any publicly or privately owned system that only stores and distributes water, without treating or collecting it; obtains all its water from, but is not owned or operated by a public water system; and does not sell water or bottled water to any person, is not a “public water system.” The term “public water system” includes any collection, treatment, storage or distribution pipes, or other constructed conveyances, structures, or facilities under the control of a supplier of water and used primarily in connection with such a system, and any collection or pretreatment storage facilities not under that control that are used primarily in connection with such a system. The system does not include the portion of service pipe owned and maintained by a customer of the public water system.

**Public Lot Line** — Any property line that directly abuts a public road.

**Public Open Space** — Land set aside for active or passive recreation by the public and either owned by a public entity or protected as open space in perpetuity through a conservation easement or other legally binding deed restriction.

**Qualifying Patient** — A person who has been a resident of Maine for at least 30 days and who possesses a valid written certification regarding medical use of marijuana in accordance with 22 M.R.S.A. § 2423-B.

**Quarry** — An excavation or pit, usually open to air, from which building stone, slate, construction aggregate, riprap, or the like, is obtained by cutting, blasting, etc.

**Raze** — To tear down, demolish, burn, or otherwise destroy or do away with.

**Recent Floodplain Soils** — The following soil series as described and identified by the National Cooperative Soil Survey: Fryeburg; Hadley; Limerick; Lovewell; Medomak; Ondawa; Alluvial; Cornish; Charles; Podunk; Rumney; Saco; Suncock; Sunday; Winooski.

**Reclamation** — The restoration or continued maintenance of the area of land affected by mining under a reclamation plan, including grading and shaping of the land, the creation of lakes or ponds, the planting of forests, the seeding of grasses, legumes, or crops for harvest, or the enhancement of wildlife and aquatic resources.

**Reclamation Plan** — A plan which depicts how a project will be restored, or maintained, after excavation is complete. Such a plan usually includes final grading and revegetation plans, of any given phase.

**Recreation, Indoor** — A nonresidential use conducted totally within a structure designed and equipped for play, amusement, relaxation, sports or other similar diversions, such as a bowling alley, skating rink, fitness center, gymnasium, squash or tennis facility, or indoor swimming pool.

**Recreation, Low-intensity** — A use conducted outdoors in a public or private place designed and equipped for low-intensity recreational activities that involve minimal structural development (such as benches, picnic tables, trail kiosks, and boardwalks), including a park, nature preserve, open space area, greenway, and hiking trail system. This definition does not include boat launching facilities, indoor recreation, or outdoor recreation.

**Recreation, Outdoor** — A nonresidential use conducted primarily outdoors but involving significant structural development designed and equipped for play, amusement, relaxation, sports or other similar diversions, such as a playground, sports field, golf driving range, miniature golf course, water slide, outdoor swimming pool, and outdoor tennis court.

**Recreational Vehicle** — A vehicle or an attachment to a vehicle designed to be towed, and designed for temporary sleeping or living quarters for one or more persons, including a pick-up camper, travel trailer, tent trailer, camp trailer, or motor home. To be considered as a vehicle and not as a structure, the recreational vehicle must remain with its tires on the ground, and must be registered with a state division of motor vehicles.

**Redemption / Recycling / Transfer Facility** — A facility where a redeemer can deposit empty beverage containers in exchange for their refund value, or any facility that contracts with one or more dealers or distributors to collect, sort, and obtain the refund value and handling fee of empty beverage containers for, or on behalf of them; or a specialized plant that receives, separates, and prepares recyclable materials for transfer or marketing to end-user manufacturers.

**Religious Assembly** — A church, synagogue, temple, mosque, or other facility that is used for worship or prayer by persons of similar beliefs; or a special purpose building that is architecturally designed and particularly adapted for the primary use of conducting formal religious services on a regular basis.

**Relocate** — To move a building to another position or location on the same or a different lot.

**Repair** — To restore a building to sound condition.

**Replace** — To put back in place, or to substitute something which is not structurally sound for something which is structurally sound.

**Replacement System** — A subsurface wastewater disposal system intended to replace (i) an existing system which is either malfunctioning or being upgraded with no significant change of design flow or use of a structure, or (ii) any existing overboard wastewater discharge.

**Research Facility** — An institution involved in the intellectual or physical study and analysis of materials, plants or organisms. This definition does not include medical marijuana testing facilities.

**Restaurant** — A establishment, at which food is sold for consumption on or off the premises, which may serve alcoholic beverages with food and may contain event or function space. This definition does not include drive-through restaurants or snack bar or refreshment stands for the convenience of patrons at a public or private indoor or outdoor recreation establishment.

**Restaurant, Drive-Through** — A restaurant that includes a facility to order and pick up food from an automobile.

**Re-subdivision** — The division of a previously subdivided lot at any future point in time.

**Retail** — Connected with the sale of goods for direct use by the consumer, and not for trade or resale.

**Retail Business, Large** — A structure containing more than 1,500 square feet of floor area that is designed and used for the provision of goods or services for a fee directly to the consumer for primarily personal or household use, and not for trade or resale.

**Retail Business, Small** — A structure containing less than 1,500 square feet of floor area that is designed and used for the provision of goods or services for a fee directly to the consumer for primarily personal or household use, and not for trade or resale.

**Reviewing Authority** — The Town's CEO, Planning Board, or Board of Appeals, as the context may dictate.

**Riprap** — Rocks, irregularly shaped, and at least six inches in diameter, used for erosion control and soil stabilization, typically used on ground slopes of two units horizontal to one unit vertical or less.

**River** — A free-flowing body of water including its associated floodplain wetlands from that point at which it provides drainage for a watershed of 25 square miles to its mouth.

**Road** — A route or track consisting of a bed of exposed mineral soil, gravel, asphalt, or other surfacing material constructed for or created by the repeated passage of motorized vehicles. This definition does not include driveways.

**Rock** — A naturally occurring solid aggregate of minerals or mineraloids. In general rocks are of three types: igneous, sedimentary and metamorphic.

**Rock Crushing** — A process of reducing large rocks into small rocks, gravel or rock dust, or changing the form of waste materials so they can be more easily disposed of or recycled, or to reduce the size of a solid mix of raw materials so that pieces of different composition can be differentiated.

**Salvage Yard** — A place where disused vehicles or other machinery are stockpiled and processed for resale.

**Sawmill** — A facility in which logs are cut into boards or timber by a mill or machine.

**Self-Storage Facility** — A building or group of buildings consisting of individual, self-contained units that are leased for self-service storage of personal property, with no commercial transactions permitted other than the rental of storage units.

**Sensitive Uses** — The following structures or uses:

- A juvenile or adult halfway house, correctional facility, or substance abuse rehabilitation or treatment center.
- A Maine licensed child care facility.
- A Maine licensed family home child care facility.
- Areas designated as safe zones, and areas within 1,000 feet of property comprising designated safe zones, as shown on an official Town of Bridgton Safe Zone Map which has been made part of the *Town of Bridgton Ordinance to Regulate the Establishment of Safe Zones*.
- A public preschool program, or a public or private elementary, secondary, or post-secondary school, or related athletic fields. For purposes of this definition, the term “school” means a “public school” as that term is defined in 20-A M.R.S.A. § 1(24); a “private school” as that term is defined in 20-A M.R.S.A. § 1(22); and a “public preschool program” as that term is defined in 20-A M.R.S.A. § 1(23-A). For purposes of this definition, the term “post-secondary school” means a community college, college, or university authorized by the State to award associate, baccalaureate or higher degrees.
- A church, synagogue, or other house of worship.

**Service Drop** — A utility line extension that does not cross or run beneath any portion of a water body.

In the case of electric service: (i) the placement of wires or the installation of utility poles must be located entirely upon the premises of the customer requesting service or upon a road right-of-way, and (ii) the total length of the extension must be less than 1,000 feet.

In the case of telephone service: (i) the extension, regardless of length, must be made by the installation of telephone wires to existing utility poles; or (ii) or, if the extension requires installation of new utility poles or placement underground, the total length of the extension must be less than 1,000 feet.

**Setback Area** — The area between the maximum setback line and the minimum setback line.

**Setback, Shoreland** — The nearest horizontal distance from the normal high-water line of a water body or tributary stream, or upland edge of a wetland, to the nearest part of a structure, road, parking space or other regulated object or area.

**Shorefront Common Area** — Any land area having shoreline frontage on any water body regulated by this Ordinance and intended for use by more than one residential dwelling unit or family unit or other legal entity, excluding visitors and guests. This definition includes areas for which easements, rights-of-way, or other use rights are granted or sold.

**Shoreland Zone** — The shoreland zone is composed of:

1. All land areas within 250 feet of (i) the normal high-water line of any great pond or river and (ii) the upland edge of a freshwater wetland;
2. All land areas within 75 feet of the normal high-water line of a stream; and
3. Any structures built on, over or abutting a dock, wharf or pier, or other structure extending or located below the normal high-water line of a water body or within a wetland.

**Shoreline** — The normal high-water line, or the upland edge of a wetland.

**Shoreline Buffer** — A strip of land extending 100 feet inland from the normal high-water line of a great pond or a river flowing to a great pond, or a strip of land extending 75 feet from any other water body, tributary stream, or the upland edge of a wetland.

**Shrub** — A woody plant, deciduous or evergreen, hardy for Plant Zones 4 or 5, which may have a single trunk or multiple trunks and normally achieves a height at maturity of no more than 15 feet and no less than three feet.

**Sidewalk** — A way for pedestrian traffic located parallel to a road, which is constructed with pavement, pavers, bricks, and other similar surfaces but not gravel.

**Silt** — A granular material of a grain size between sand and clay derived from soil or rock. Silt may occur as a soil or as suspended sediment in a surface water body. It may also exist as soil deposited at the bottom of a water body.

**Solar Farm** — An installation or area of land on which a collection of solar panels is set up in order to generate electricity for commercial purposes.

**Solid Wall Foundation** — A foundation comprised of materials that form walls or wall segments such as a typical poured concrete foundation. This definition does not include “sono-tube” supports installed with minimal disturbance methods like a post hole digger.

**State Minimum Lot Size Law** — The Maine Minimum Lot Size Law, codified at 12 M.R.S.A. Ch. 423-A.

**State Wastewater Disposal Rules** — The Maine Subsurface Wastewater Disposal Rules, codified at 10-144 C.M.R. ch. 241.

**Story** — That part of a building between the surface of the floor and the ceiling immediately above, not including the basement. A half-story is an uppermost story in which a sloping roof replaces the upper part of the front wall.

**Stream** — A free-flowing body of water from the outlet of a great pond or the confluence of two perennial streams as depicted on the most recent, highest resolution version of the national hydrography dataset available from the United States Geological Survey on the website of the United States Geological Survey or the national map to the point where the stream becomes a river or where the stream meets the shoreland zone of another water body or wetland. When a stream meets the shoreland zone of a water body or wetland and a channel forms downstream of the water body or wetland as an outlet, that channel is also a stream.

**Street Wall** — A fence, wall, or strip of vegetation that maintains a continuous visual definition along a lot line.

**Structure** —

Outside of the shoreland zone: Anything constructed, erected, or placed on the ground that is permanent, temporary or mobile, including buildings, mobile homes, recreational vehicles, piers and pads, parking lots, and storage and processing facilities. This definition does not include boundary walls, fences, walkways, patios, flagpoles light poles, and signs.

Within the shoreland zone: Anything temporarily or permanently located, built, constructed, or erected for the support, shelter, or enclosure of persons, animals, goods, or property of any kind or anything constructed or erected on or in the ground. “Structure” includes structures temporarily or permanently located, such as parking lots, decks, patios, and satellite dishes. This definition does not include fences; poles and wiring and other aerial equipment normally associated with service drops, including guy wires and guy anchors; subsurface waste water disposal systems as defined in 30-A M.R.S.A. § 4201(5); geothermal heat exchange wells as defined in 32 M.R.S.A. § 4700-E(3-C); or wells or water wells as defined in 32 M.R.S.A. § 4700-E(8).

**Subdivision Plan, Final** — The final drawings on which a subdivision plan is presented to the Planning Board for its consideration and which, if approved, must be filed with the Town and recorded in the Cumberland County Registry of Deeds.

**Subdivision Plan, Preliminary** — The preliminary drawing indicating the proposed layout of a subdivisions presented to the Planning Board for its consideration.

**Substantial Completion** — Completion of 70% of a project, measured as a percentage of the total project amount.

**Substantial Start** — Completion of 30% of a permitted structure or use measured as a percentage of estimated total cost.

**Sustained Slope** — A change in elevation where the referenced percent grade is substantially maintained or exceeded throughout the measured area.

**Timber Harvesting** — “Timber harvesting” as that term is defined in 12 M.R.S.A. § 8868.

**Topsoil** — The upper, outermost layer of soil, usually the top two inches to eight inches, which has the highest concentration of organic matter and microorganisms and is where most biological soil activity occurs.

**Tree** — A woody perennial plant with a well-defined trunk at least two inches in diameter, measured at 4½ feet above ground level, with a more or less definite crown, and reaching a height of at least 10 feet at maturity.

**Tree, Hazard or Hazard Tree** — A tree with a structural defect, combination of defects, or disease resulting in a structural defect that under the normal range of environmental conditions at a site exhibits a high probability of failure and loss of a major structural component of the tree in a manner that will strike a target. A “normal range of environmental conditions” does not include meteorological anomalies such as hurricanes, hurricane-force winds, tornados, microbursts, or significant ice storm events. A “target” is the area where personal injury or property damage could occur if the tree or a portion of the tree fails, and includes roads, driveways, parking areas, structures, campsites, and any other developed area where people frequently gather and linger. This definition includes trees that pose a serious and imminent risk to bank stability.

**Tree, Medium Sized** — A woody deciduous plant, hardy for Plant Zones 4 or 5, that normally grows with one main trunk and normally achieves a height at maturity of 30 to 50 feet.

**Tree Sapling** — A tree species that is less than two inches in diameter, measured at 4½ feet above ground level.

**Tree Seedling** — A young tree species that is less than 4½ feet in height above ground level.

**Tree, Shade or Shade Tree** — A woody deciduous plant, hardy for Plant Zones 4 or 5, that normally grows with one main trunk, normally achieves a height at maturity of 30 feet or more and has a canopy that screens and filters the sun.

**Tree, Storm-Damaged or Storm-Damaged Tree** — A tree that has been uprooted, blown down, is lying on the ground, or that remains standing and is damaged beyond the point of recover as the result of a storm event.

**Tributary Stream** — A channel between defined banks created by the action of surface water, which is characterized by the lack of terrestrial vegetation or by the presence of a bed, devoid of topsoil, containing waterborne deposits or exposed soil, parent material, or bedrock; and which is connected hydrologically with other water bodies. This definition does not include (i) rills or gullies forming because of accelerated erosion in disturbed soils where the natural vegetation cover has been removed by human activity, or (ii) streams. This definition only applies to that portion of the tributary stream located within the shoreland zone of the receiving water body or wetland.

**Upland Edge of a Wetland** — The boundary between upland and wetland. For purposes of a freshwater wetland, the upland edge is formed where the soils are not saturated for a duration sufficient to support wetland vegetation; or where the soils support the growth of wetland vegetation, but such vegetation is dominated by woody stems that are six meters (approximately 20 feet) tall or taller.

**Use** — The purpose or activity for which land or structures are designed, arranged, or intended or for which land or structures are occupied or maintained.

**Variance** — A relaxation of the provisions of this Code as permitted by state law and Section I-13.

**Vegetation** — All live trees, shrubs, and other plants including trees both over and under four inches in diameter, measured at 4½ feet above ground level.

**Vehicle and Small Engine Repair Shop** — An establishment where automobile and low-power internal combustion engines or electric motors are repaired and maintained by mechanics and technicians. This definition does not include the sale of gasoline.

**Veterinary Service** — An establishment where animals and pets are given medical or surgical treatment and are cared for during the time of such treatment, including the incidental, short-term use of such an establishment as a kennel.

**Warehousing and Distribution** — A facility for storage and distribution of manufactured products, supplies, and equipment, including the wholesaling of goods not manufactured on the premises.

**Water Body** — A great pond, river, or stream.

**Water Crossing** — A structure or feature extending from one bank to the opposite bank of a river, stream, tributary stream, or wetland whether under, through, or over the river, stream, tributary stream, or wetland, including roads, fords, bridges, culverts, water lines, sewer lines, and cables as well as maintenance work on such water crossings. This definition includes crossings for timber harvesting equipment and related activities.

**Water Extraction, Large-Scale** — The extraction of water from groundwater sources, aquifers, springs or wells of more than 50,000 gallons on any given day or more than 1,000,000 gallons annually, as extracted by a person or a consortium or association of persons, regardless of the number of extraction facilities utilized.

**Water Extraction, Small-Scale** — The extraction of water from groundwater sources, aquifers, springs or wells of 50,000 gallons or less on any given day or 1,000,000 gallons or less annually, as extracted by a person or consortium or association of persons, regardless of the number of extraction facilities utilized. This definition does not include extraction of water which is accessory to residential uses or dwelling units.

**Water Table** — The underground water surface at which the pressure is equal to that of the atmosphere. The water table elevation changes throughout the year in response to precipitation recharge and the level of nearby surface water.

**Wetland or Freshwater Wetland** — A freshwater swamp, marsh, bog, or similar area, other than a forested wetland, that: (i) covers 10 or more contiguous acres, or less than 10 contiguous acres and is adjacent to a surface water body, excluding any river, stream or brook, such that in a natural state, the combined surface area is in excess of 10 acres; and (ii) is inundated or saturated by surface water or groundwater at a frequency and for a duration sufficient to support, and which under normal circumstances does support, a prevalence of wetland vegetation typically adapted for life in saturated soils. A freshwater wetland may contain small stream channels or inclusions of land that do not comply with the criteria of this definition.

**Wetland, Forested** — A freshwater wetland dominated by woody vegetation that is six meters tall or taller.

**Wind Farm** — A facility that uses equipment that converts, stores, and transfers energy from wind into usable forms of energy including any base, blade, foundation, generator, nacelle, rotor, tower, transformer, turbine, vane, wire, and other component of the system.

**Woody Vegetation** — Live trees or woody, non-herbaceous shrubs.

**Zone of Contribution** — The area of an aquifer that contributes water to a well or other extraction point under the most severe pumping and recharge conditions that can be realistically anticipated within the Town. It is bounded by the groundwater divides that result from pumping the well and by the contact of the aquifer with less permeable materials such as till or bedrock. In some cases, streams or lakes may act as recharge boundaries. In all cases the zone of contribution extends upgradient to its point of intersection with prevailing hydrogeologic boundaries (a groundwater flow divide, a contact with till or bedrock, or a recharge boundary).



Attachment 7

Bridgton Self Storage & Consignment Site Plan Application

March 23, 2016

Ms. Anne Krieg, Planner  
Town of Bridgton  
3 Chase Street, Suite 1  
Bridgton, ME 04009

**Bridgton Self Storage & Consignment, Portland Road, Bridgton**  
**Site Plan Application**

Dear Ms. Krieg:

On behalf of Mr. Mark Lopez, we are pleased to submit fifteen (15) copies of the attached Site Plan Application materials and plans for the Bridgton Self Storage & Consignment project. The development will consist of nine self-storage buildings, totaling 47,250 SF and a 2,550 SF office & consignment shop. The site entrance is located approximately 700' northwest of the intersection of Portland Road & Sandy Creek Road. The information provided below is intended to meet the submission requirements of the Town's Site Plan Review Ordinance. The applicant requests to meet with the Planning Board on April 5, 2016 to request Site Plan approval.

**Existing Project Site**

The project site, identified as lot 72 on Tax Map 9, is 7.65 acres and is located on the southwest side of Portland Road, just north of the Paris Farmers Union site. The parcel is currently an undeveloped forest. The site is owned by Mr. Mark Lopez. The current deed is provided in Attachment A.

The site is bounded to the south by the Paris Farmers Union Property, the north by the Long Lake Marina Main Street, the east by Portland Road and the west by Willett Brook. The site generally drains toward Willett Brook, where it eventually flows to Long Lake.

A Public water main is located within the near shoulder of Portland Road. Overhead electric, telephone and cable are located on overhead lines within the Portland Road right of way.

Existing conditions figures with the project site identified are provided in Attachment B, including a USGS map, the municipal Tax Map, NRCS Medium Intensity Soils map and the Town Aquifer Map. A list of abutters within 100' of the project boundary is provided on the Tax Map (Figure 2). The site is located adjacent to Willett Brook and is located within the area mapped as an aquifer. The use is compatible with the Aquifer Ordinance.

An existing conditions survey was performed by Metcalf Land Surveying, Inc., and is provided in the attached plan set.

### **Proposed Project**

The applicant intends to divide the 7.65 acre lot into two pieces: a 5.12 acre parcel that will contain the proposed development and a 2.53 acre outparcel. The proposed project is located on the new 5.12 acre lot and includes the construction of nine buildings that will be used for self-storage and a tenth that will serve as the rental office and consignment shop. The rental office will be a one story, 2,550 square foot building with associated parking, sidewalks, utility infrastructure & landscaping. The building & associated parking area will be constructed at the northeasterly side of the lot, adjacent to Portland Road. The storage buildings will be located behind the rental office and will be surrounded by a perimeter chain link fence. Five of the self-storage buildings will be 4,650 SF (30'x155') and the remaining four will be 6,000 SF (30'x200'). In total, there will be 47,250 SF of self-storage space. The total proposed building coverage on the site is 49,800 SF and represents approximately 21% of the parcel area.

There will eventually be a sign located in the landscaped area adjacent to Portland Road. The applicant intends to submit the sign design as part of the building permit application.

The proposed building will connect to the municipal water system located in Portland Road. A new septic system will be constructed within the lawn area located between the office building and the primary access drive. The location of the proposed utilities are shown on the Site Layout and Utility Plan. The site is located between two hydrants. The first is located approximately 650' south of the entrance drive at the intersection of Route 302 & Sandy Creek Road. The second is located to the north of the site, just past the Long Lake Marina site. This hydrant is approximately 1,000' from the entrance drive.

Site lighting will be comprised of one pole mounted LED fixture to be located adjacent to the office building & parking lot as well as building mounted fixtures throughout the site. The main office will have lights mounted over each entrance. The self-storage buildings will have a series of lights mounted along the length to provide adequate levels of lighting. All fixtures will be LED and feature a full cut-off design. See attached Site Plan for the location of the pole mounted light fixture. The exterior of the buildings will feature neutral earth tones of engineered wood siding and wood trim.

The project's total impervious surface area is 129,049 square feet (2.96 Ac). It's located within the Long Lake watershed. Long Lake is classified as a lake watershed most at risk from new development by the Maine DEP. The applicant will need to obtain a Maine DEP Stormwater permit prior to construction since the new impervious area is greater than 20,000 SF. We've prepared the MDEP Stormwater permit application and will be submitting it next week. The applicant will be constructing a gravel wetland to provide both stormwater quality & quantity control for the site. Gravel wetlands are a highly efficient mechanism for removing phosphorus and other stormwater related pollutants. We've prepared phosphorus export calculations as part of the MDEP application. See attached Stormwater Management Plan in Attachment C for more information about the proposed stormwater system.

A site specific Erosion and Sediment Control Plan has been developed for the project with the goal of reducing erosion and sedimentation during and after construction. The Plan narrative and details are located directly on the project drawings for convenient reference during construction.

Construction of the project is expected to begin this June and be complete by October, 2016. The owner has developed many projects within Town of Bridgton and throughout the State of Maine and has

Ms. Anne Krieg  
March 23, 2016

relationships with several lending institutions. He requests that the financial capacity letter be submitted at the time of the building permit application. He will have accurate site and building costs at this time and will be able to provide a more meaningful letter than is typically provided at site plan submittal.

**Closure**

All abutters within 100' of the project site have been notified of the project by certified mail. A copy of the abutter notice and certified mailing receipts is provided in Attachment E. The applicant will provide the \$150 application fee under separate cover, and respectfully requests to be placed on the Planning Board's agenda on April 5, 2016. Please contact me at (207) 926-5111 or [jeff@terradyconsultants.com](mailto:jeff@terradyconsultants.com) if you have any questions or require additional information.

Sincerely,

Terradyn Consultants LLC



Jeffrey D. Amos, P.E.  
President

cc Mark Lopez

Attachments:

Site Plan Application & Checklist

A – Current Deed

B – Existing Conditions Figures

Tax Map/Abutter Key

U.S.G.S. Quadrangle Map

NRCS Medium Intensity Soil Map

Aquifer Map

C – Stormwater Narrative

D – Abutter Notices

**BRIDGTON PLANNING BOARD**  
**Three Chase Street, Suite 1, Bridgton, Maine 04009**  
**207-647-8786**  
**Site Plan of Development**

Fee: \$50.00 In addition to this fee, a \$100.00 escrow deposit is required.

The escrow deposit is used to cover out-of-pocket expenses for advertising and any additional administrative costs. Unused funds will be returned to the applicant within 30 days of the final review process. If the processing fees for an application exceed the \$100.00 amount, the applicant will be notified that an additional charge will be required before the review process is allowed to continue.

Upon submission of this application the information contained herein becomes available to the public.

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

APPLICANT'S NAME: \_\_\_\_\_

APPLICANT'S ADDRESS: \_\_\_\_\_

APPLICANT'S TELEPHONE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROPERTY LOCATION: \_\_\_\_\_

TAX MAP: \_\_\_\_\_ LOT: \_\_\_\_\_

IS LOCATION IN SHORELAND ZONING? Yes \_\_\_\_\_ No \_\_\_\_\_  
(If yes, provisions of the Town of Bridgton Shoreland Zoning Ordinance will also apply to this application, therefore, please provide documentation that the project is in compliance with the Town of Bridgton Shoreland Zoning Ordinance).

CURRENT PROPERTY USE: \_\_\_\_\_

PROPOSED USE OF PROPERTY: \_\_\_\_\_

NOTE: Please review Article VII "Review Standards" of the Town of Bridgton Site Plan Review Ordinance for full comprehensive review standards.

The Applicant shall submit 15 copies of the completed application along with all required documentation to the Town at least 12 days before the meeting of the Planning Board at which the Applicant wants to be heard. If the application for Site Plan of Development is submitted after 12 days but prior to the Planning Board meeting, the application may be heard at the discretion of the Planning Board. Application for Large Scale Water Extraction shall be in writing, stamped and certified by a Maine Registered professional Engineer or Maine-Certified Geologist, and be accompanied by Site Plans stamped by a Maine Licensed Surveyor.

Applications for Site Plan of Development, Large Scale Water Extraction and Surface and Subsurface Mineral Extraction Applications shall include at a minimum:

\_\_\_\_\_ A cover letter describing the project.

\_\_\_\_\_ A map or maps prepared at a scale of not less than one (1) inch to one hundred (100) feet containing:

\_\_\_\_\_ Name and address of the applicant or his authorized agent and name of proposed development and any land within 500 feet of the proposed development in which the applicant has title or interest;

\_\_\_\_\_ Description of existing soil conditions as established by a soils scientist, geologist, engineer or the soil conservation service medium-intensity soil surveys;

\_\_\_\_\_ Municipal tax maps and lot numbers and names of property owners within one hundred (100) feet;

\_\_\_\_\_ Perimeter survey of the parcel and interior lot layout made and certified by a registered land surveyor relating to reference points, showing true north point, graphic scale, corners of parcel and date of survey and total acreage;

\_\_\_\_\_ Existing and proposed locations and dimensions of any utility lines, sewer lines, water lines, easements, drainage ways and public or private rights-of-way;

\_\_\_\_\_ If the site is not to be served by a public sewer line, then an on-site soils investigation report by a Department of Human services licensed site-evaluator shall be provided. The report shall contain the types of soil, location of test pits, and proposed location and design of the best practical subsurface disposal system for the site;

\_\_\_\_\_ Location and dimensions of on-site pedestrian and vehicular access ways, parking areas, loading and unloading facilities design of entrances and exits of vehicles to and from the site on to public streets and curb and sidewalk lines;

\_\_\_\_\_ Topography indicating contours at intervals of either 5, 10 or 20 feet in elevation as specified by the Planning Board;

\_\_\_\_\_ Location of aquifers and aquifer recharge areas, if mapped.

Drawing or Drawings showing:

\_\_\_\_\_ Exterior of building with statement of exterior materials, texture and color;

\_\_\_\_\_ Floor plan of building(s) showing location, maximum floor area and ground coverage and placement on site;

\_\_\_\_\_ Landscaping sketch plan showing approximate placement and types of vegetation, fencing and screening;

\_\_\_\_\_ Location, description and placement of signs (See The Town of Bridgton Sign Ordinance for details).

\_\_\_\_\_ Location, description and placement of exterior lighting lighting.

A written statement or statements by the Applicant that shall consist of;

\_\_\_\_\_ Evidence from applicant of his title and/or interest in the land for which the application covers;

\_\_\_\_\_ A description of the proposed uses to be located on the site, including quantity of type of residential unit(s), if any;

\_\_\_\_\_ Total maximum floor area and ground coverage of each proposed building and structure and maximum percentage of lot covered by each building or structures;

\_\_\_\_\_ A description of the proposed uses to be located on the site, including quantity and type of residential unit(s), if any;

\_\_\_\_\_ Total maximum footage of ground floor, driveways, walkways, parking and any other impervious areas.

\_\_\_\_\_ If the above equals 20,000 square feet or more, a storm water management plan must be filed as per MRSA Title 38 ss420D.

\_\_\_\_\_ Summary of existing and proposed easements, restrictions and covenants placed on the property;

\_\_\_\_\_ Method of solid waste disposal;

\_\_\_\_\_ Proof of adequate financial and technical capacity;

\_\_\_\_\_ Erosion and sedimentation control plan;

\_\_\_\_\_ The applicant or authorized agent shall notify owners of all properties within one hundred (100) feet from the property involved of the proposed application using certified mail return receipt requested not less than twelve (12) days prior to the meeting. The applicant or authorized agent shall also notify the Bridgton Town Manager at Bridgton Town Office, Three Chase Street, Suite 1, Bridgton, Maine 04009 of the proposed application using certified mail return receipt requested. The notification to the property owners and the Town Manager shall Along with the notification to the property owners and the Town Manager shall include the time, place and date of the Planning Board Meeting and a sketch of the proposed project. For the purpose of this section, the owners of property shall be considered to be the persons listed in the most recent version of the *Town of Bridgton Assessing Office Property Owner Lists*, applicant must reference date of list used, available at the Town of Bridgton Municipal Office created by the Town of Bridgton

Assessing Department and amended periodically. Copies of the letter, sketch and verification of the certified mailing from the USPS, or equivalent carriers, shall be made a part of the application;

\_\_\_\_\_ Surface Water Drainage. All drainage calculations shall be based on a ten-year storm frequency;

\_\_\_\_\_ The applicant's evaluation of the availability and suitability of off-site public facilities;

\_\_\_\_\_ A statement from the developer that the requirements of the Fire Chief as to the availability of fire hydrants and/or fire ponds, or provisions of fire protection services will be provided;

\_\_\_\_\_ A statement from the developer that the proposed road construction will meet town specifications as detailed by the Public Works Department;

\_\_\_\_\_ An estimate of the date when construction will start and when the development will be completed;

\_\_\_\_\_ Proposal for protecting existing vegetation during construction and replacing that which may become damaged by construction.

\_\_\_\_\_ Any additional information that the Planning Board deems necessary.

\_\_\_\_\_ All applications shall be accompanied by a fee as provided in the Town of Bridgton Fee Schedule and may be amended from time to time, and which is incorporated herein by reference.

\_\_\_\_\_ Street Name(s) approved by the E9-1-1 Addressing Officer (See The Town of Bridgton Street Naming, Addressing and Driveway/Entrance Opening Ordinance for details).

\_\_\_\_\_ If there is a recreation trail, i.e; hiking, snowmobile, etc. Please contact appropriate group to make suitable arrangements.

#### **LARGE SCALE WATER EXTRACTION**

Projects for water extraction and/or Surface and Subsurface Mineral Extraction are required to submit additional information and are subject to additional Performance Standards as outlined in Section 7 and Section 8 of the Site Plan Review Ordinance (See Site Plan Review Ordinance for further details).

The Site Plan of Development Application Requirements outlined above shall be including with the following for Large Scale Water Extraction Applications.

\_\_\_\_\_ Copies of approved state and federally mandated permits. Applications will not be accepted until all state and federal permits are complete and approved;



**WARRANTY DEED - CORPORATE**

**KNOW ALL PERSONS BY THESE PRESENTS**

**THAT, SCHIAVI CONSTRUCTION COMPANY**, a Maine Corporation with a mailing address of 985 Main Street, Oxford, ME 04270, and a principal place of business in the Town of Oxford, County of Oxford, and State of Maine,

for consideration paid,

*grants* to **MARK A. LOPEZ** , with a mailing address of 438 Commons Drive, Bridgton, ME 04009,

with **WARRANTY COVENANT**, a certain lot or parcel of land together with any buildings thereon located in the Town of Bridgton, County of Cumberland, and State of Maine and more particularly bounded and described as follows:

A certain lot or parcel of land located in the Town of Bridgton, County of Cumberland, and State of Maine, situated on the Portland Road, Route #302, so-called, and more particularly bounded and described as follows:

Commencing at an iron pipe set in the ground on the west side of Route #302, the Portland Road, so-called, at the northeast corner of said road of a lot of land now or formerly owned or occupied by Suzanne Hayward (Cumberland County Registry of Deeds; Book 4668, Page 216);

thence South 86 degrees 29 minutes 15 seconds West along the northerly side line of said Hayward lot. a distance of 95.56 feet to an angle point (iron rod missing);

thence South 15 degrees 4 minutes 15 seconds East, a distance of 100 feet to an iron pipe;

thence South 09 degrees, 37 minutes 15 seconds East a distance of 101.51 feet to an iron pipe;

thence South 76 degrees 39 minutes 00 seconds West along land now or formerly owned by Paris Farmers Union (Cumberland County Registry of Deeds Book 24638, Page 102), a distance of 296.69 feet to an iron rod;

thence North 36 degrees 15 minutes 45 seconds West along land now or formerly owned by David Deshaies (Cumberland County Registry of Deeds; Book 25483, Page 160), a distance of 691.85 feet to an angle point;

MAINE REAL ESTATE TAX PAID

thence North 04 degrees 15 minutes 45 seconds West a distance of 14.36 feet to an angle point;

thence North 56 degrees 18 minutes 45 seconds East a distance of 11.30 feet to an iron rod;

thence North 05 degrees 32 minutes 45 seconds East along land now or formerly owned by W. H. Brown (Cumberland County Registry of Deeds; Book 25079, Page 188), a distance of 323.60 feet to an iron rod;

thence North 34 degrees, 58 minutes 45 seconds East a distance of 115.90 feet to an iron rod;

thence North 29 degrees, 08 minutes, 45 seconds East, along land now or formerly owned by David Deshaies (Cumberland County Registry of Deeds; Book 25483, Page 160), a distance of 149.30 feet to a point;

thence North 01 degree 20 minutes 45 seconds East a distance of 37.34 feet to an angle point;

thence South 87 degrees, 32 minutes 15 seconds East a distance of 14.75 feet to an iron rod;

thence South 02 degrees 27 minutes 00 seconds West a distance of 274.93 feet to an iron rod;

thence South 87 degrees 32 minutes 15 seconds East a distance of 391.17 feet to a rail road spike found in the pavement on the westerly side line of U.S. Route 302;

thence in a southeasterly direction along the assumed westerly Road Line of U.S. Route 302 a distance of 110 feet, more or less, to an iron rod;

thence South 60 degrees 24 minutes 45 seconds West, along land now or formerly of George Sargent (Cumberland County Registry of Deeds; Book 20964, Page 102), being said Sargent's northerly side line, a distance of 79.51 feet to an iron pipe;

thence South 60 degrees 37 minutes 45 degrees West along said Sargent's side line a distance of 50.15 feet to an iron pipe;

thence South 12 degrees 21 minutes 45 seconds East along said Sargent's westerly side line, a distance of 98.14 feet to an iron pipe;

thence North 61 degrees, 56 minutes 45 seconds East along said Sargent's southerly side line a distance of 49.78 feet to an iron pipe;

thence North 60 degrees 24 minutes 45 seconds East, continuing along the southerly side line of said Sargent a distance of 73.91 feet to an angle point, said point being on the westerly side line of U.S. Route 302;

thence in a southeasterly direction along the assumed westerly Road Line of U.S. Route 302 to an angle point;

thence South 21 degrees 46 minutes 00 seconds East a distance of 112.73 feet to an angle point;

thence in a Southeasterly direction a distance of 100 feet, more or less, to the point of commencement and bound first mentioned.

Excepting a right of way heretofore deeded to the Bridgton and Saco RR. The right of reversion to be in the Grantees hereof or their heirs or assigns in case of abandonment by said R.R.

Meaning and intending to convey and hereby conveying the remaining premises conveyed to Schiavi Construction Company by the following Warranty Deeds:

1. Alta Thompson and Doris Woodward dated November 19, 1971, and recorded in the Cumberland County Registry of Deeds in Book 3202, Page 537.
2. Carl J. Kilborn dated June 29, 1971, and recorded in the Cumberland County Registry of Deeds in Book 3181, Page 288.

**IN WITNESS WHEREOF**, the said **SCHIAVI CONSTRUCTION COMPANY** has caused this instrument to be sealed with its corporate seal and signed in its corporate name by John H. Schiavi, its President, thereunto duly authorized, this 11 day of August, 2015.

**Signed, Sealed and Delivered  
in the presence of:**

\_\_\_\_\_

**SCHIAVI CONSTRUCTION COMPANY**

  
By: John H. Schiavi  
As: President

STATE OF MAINE  
Oxford, ss.

August 11, 2015

Then personally appeared the above named John H. Schiavi, President of said Grantor Corporation as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said corporation.

Before me, Jody L Brett  
~~Attorney at Law/~~Notary Public

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

My Commission Expires: \_\_\_\_\_

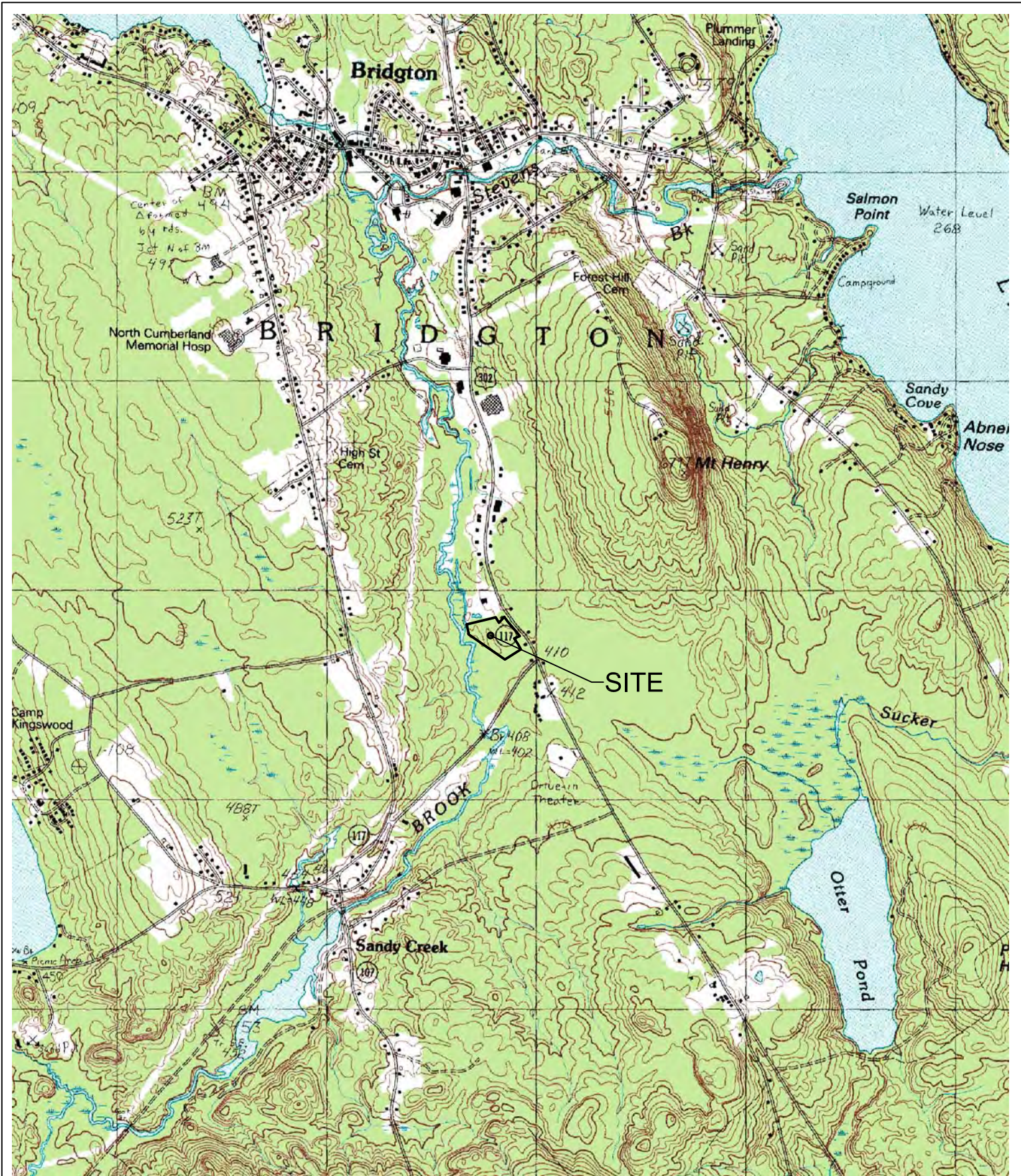
**JODY BRETT**  
Notary Public, Maine  
My Commission Expires June 3, 2018

SEAL

o:\oxfordtitle\deeds\bridgton\schiavi const corp. to mark lopez revised 10.49 ac t15-052.docx

Received  
Recorded Register of Deeds  
Aug 14, 2015 10:48:57A  
Cumberland County  
Nancy A. Lane





**SHEET DESCRIPTION**

**U.S.G.S. QUADRANGLE MAP  
BRIDGTON**

**PREPARED FOR**

**MARK LOPEZ**  
438 COMMONS DRIVE  
BRIDGTON, MAINE 04009



Civil Engineering - Land Planning - Stormwater Design - Environmental Permitting

P.O. Box 339  
111 Elderberry Lane  
New Gloucester, ME 04260  
Office: (207) 926-5111  
Fax: (207) 221-1317  
www.terradynconsultants.com

**JOB NO.**

1547

**DATE**

3/8/2016

**SCALE**

1"=2,000'

**SHEET**

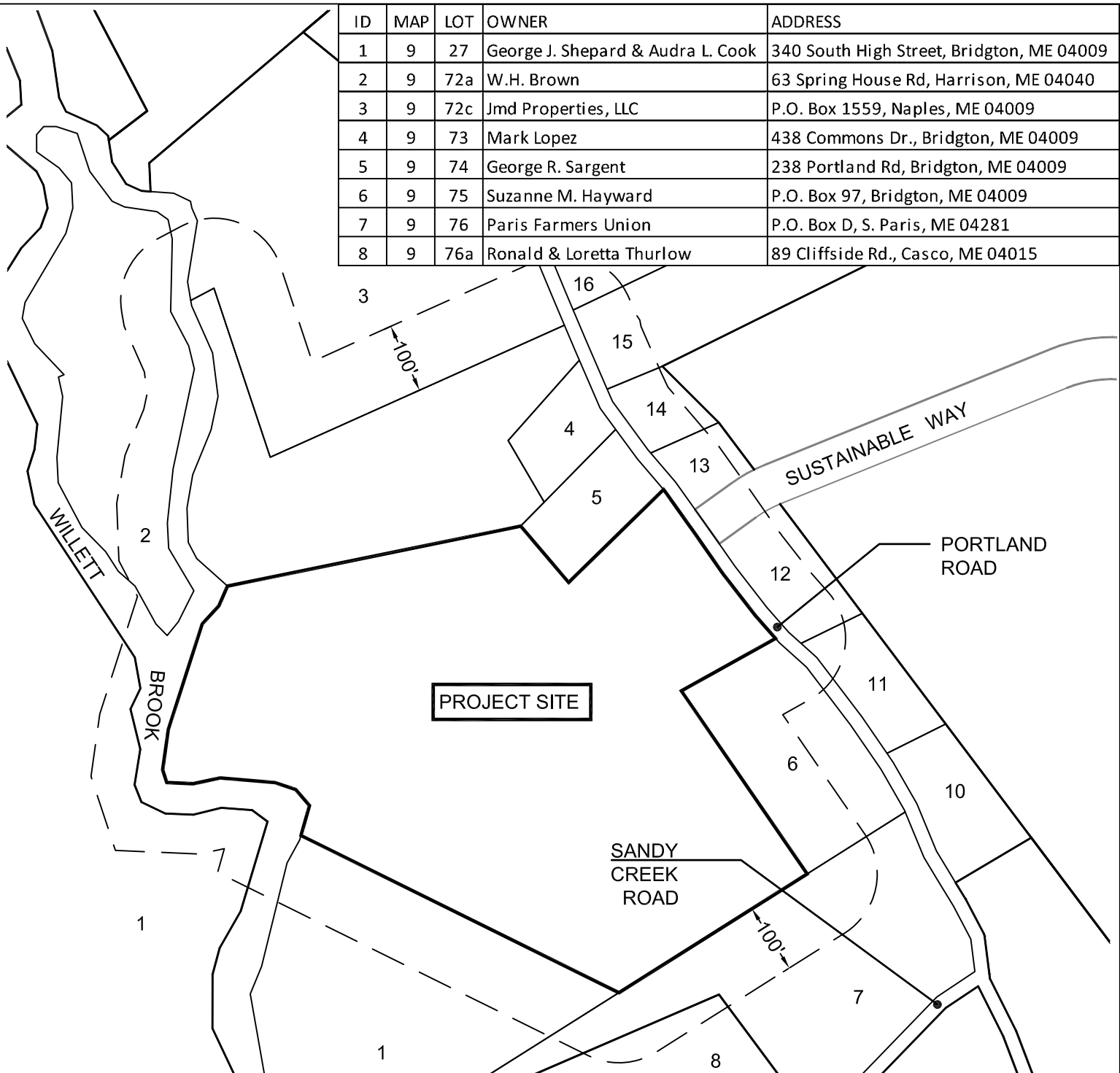
1

**OF**

1



ID	MAP	LOT	OWNER	ADDRESS
1	9	27	George J. Shepard & Audra L. Cook	340 South High Street, Bridgton, ME 04009
2	9	72a	W.H. Brown	63 Spring House Rd, Harrison, ME 04040
3	9	72c	Jmd Properties, LLC	P.O. Box 1559, Naples, ME 04009
4	9	73	Mark Lopez	438 Commons Dr., Bridgton, ME 04009
5	9	74	George R. Sargent	238 Portland Rd, Bridgton, ME 04009
6	9	75	Suzanne M. Hayward	P.O. Box 97, Bridgton, ME 04009
7	9	76	Paris Farmers Union	P.O. Box D, S. Paris, ME 04281
8	9	76a	Ronald & Loretta Thurlow	89 Cliffside Rd., Casco, ME 04015



9	9	77	Katahdin Trust Company	P.O. Box 36, Houlton, ME 04730
10	10	6	Donald & Tammy Bodwell	310 Portland Rd., Bridgton, ME 04009
11	10	7	JSM Properties	P.O. Box 50, Bridgton, ME 04009
12	10	8	Main Eco Properties, LLC	P.O. Box 50, Bridgton, ME 04009
13	10	8a	Mark Lopez	438 Commons Dr., Bridgton, ME 04009
14	10	9	Nancy Arris	280 Portland Rd., Bridgton, Me 04009
15	10	10-3	Vista Investments	P.O. Box 50, Bridgton, ME 04009
16	10	10-4	Vista Investments	P.O. Box 50, Bridgton, ME 04009

SHEET DESCRIPTION  
**TAX MAP EXHIBIT**  
**TOWN OF BRIDGTON, MAINE**

PREPARED FOR  
**MR. MARK LOPEZ**  
 438 COMMONS DRIVE  
 BRIDGTON, ME 04009

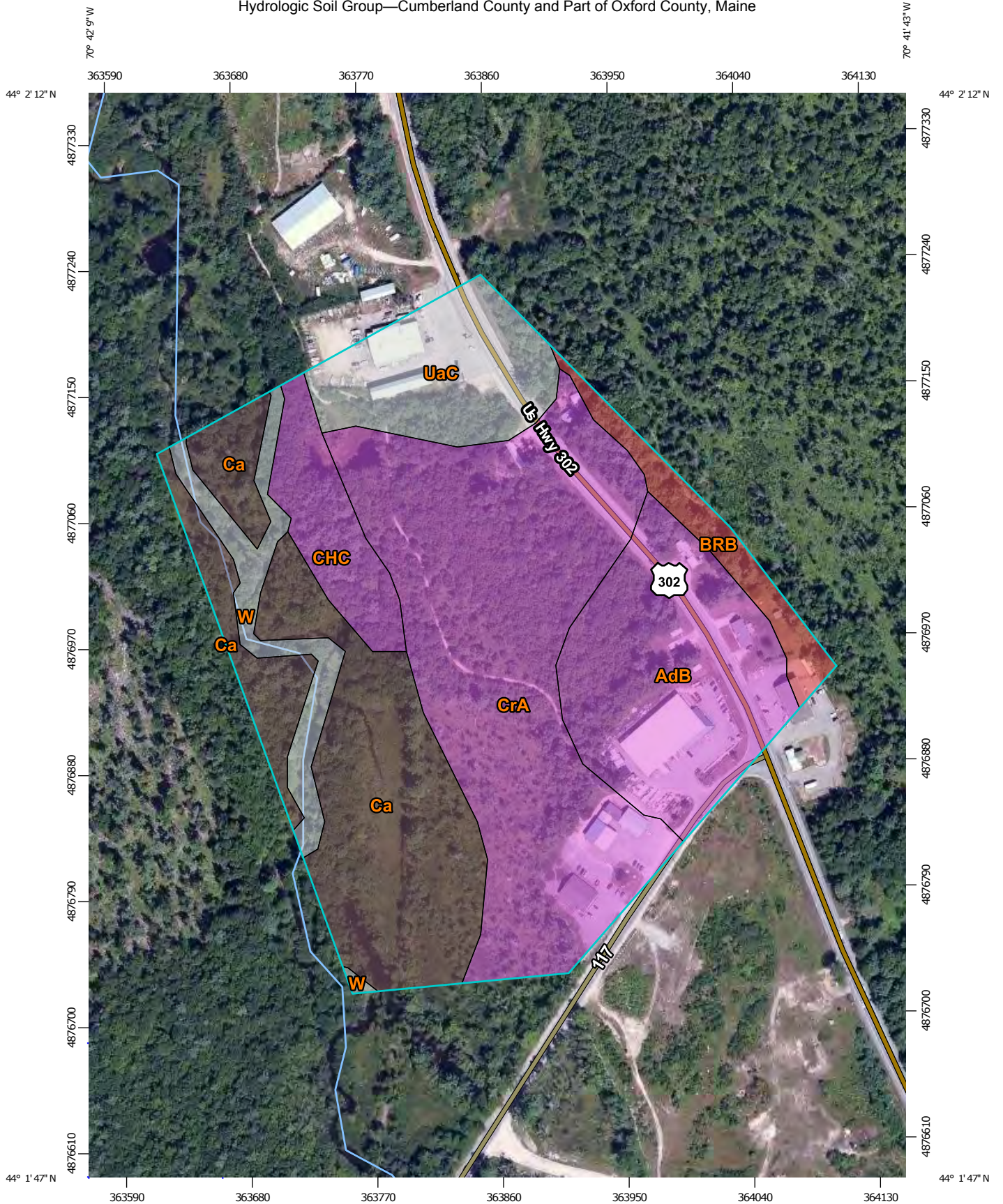


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JOB NO.	1547	SHEET	2
DATE	03/23/2016		
SCALE	1"=200'	OF	4

Hydrologic Soil Group—Cumberland County and Part of Oxford County, Maine



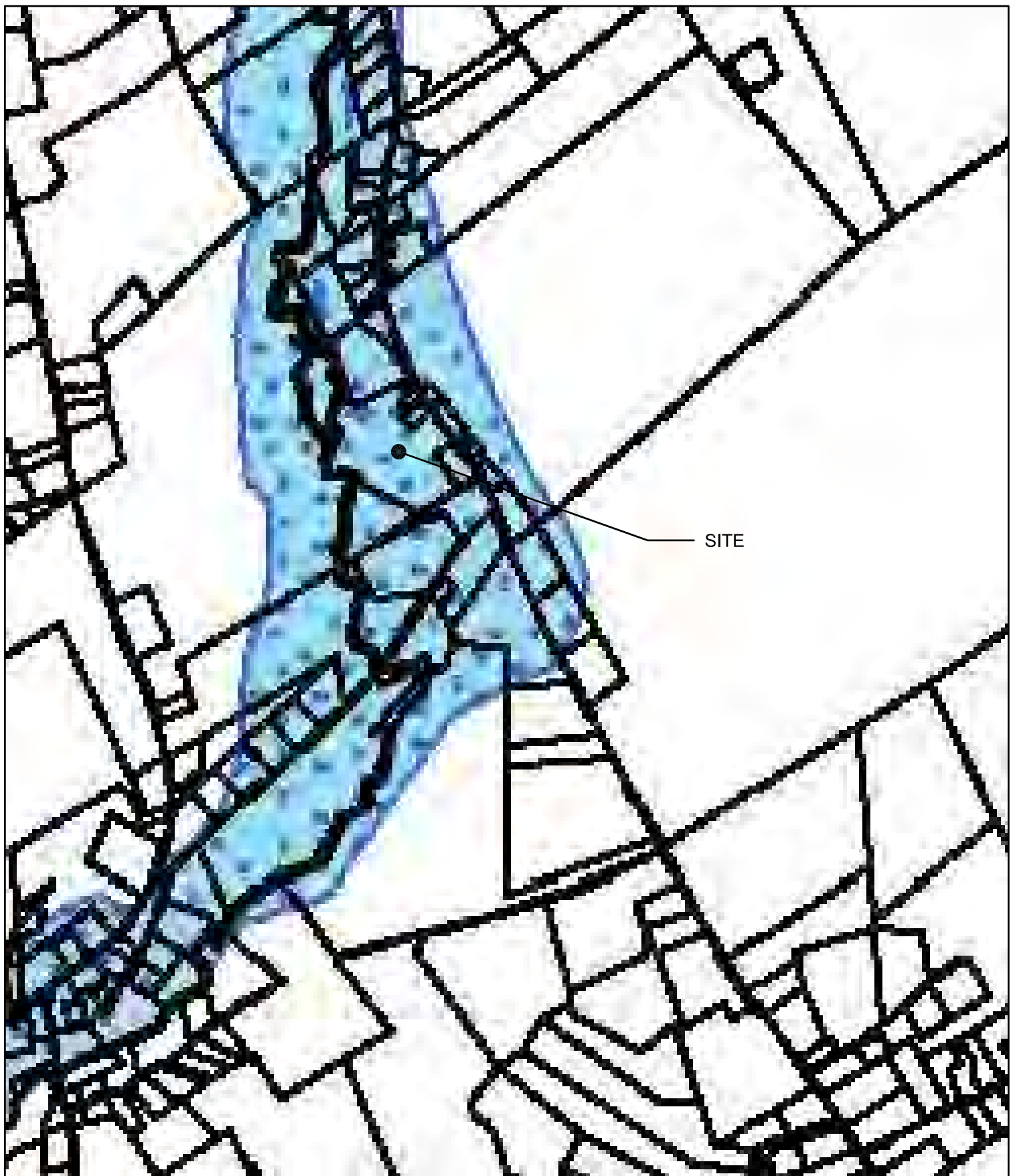
Map Scale: 1:3,770 if printed on A portrait (8.5" x 11") sheet.



## Hydrologic Soil Group

Hydrologic Soil Group— Summary by Map Unit — Cumberland County and Part of Oxford County, Maine (ME005)				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
AdB	Adams loamy sand, 3 to 8 percent slopes	A	6.3	17.1%
BRB	Brayton-Peacham complex, gently sloping, very stony	D	1.5	3.9%
Ca	Charles silt loam, 0 to 2 percent slopes, occasionally flooded	B/D	8.8	23.7%
CHC	Colton-Adams association, strongly sloping	A	2.0	5.5%
CrA	Croghan loamy fine sand, 0 to 3 percent slopes	A	13.1	35.2%
UaC	Urban land-Adams complex, 0 to 15 percent slopes		3.6	9.7%
W	Water		1.8	4.9%
<b>Totals for Area of Interest</b>			<b>37.1</b>	<b>100.0%</b>





**SHEET DESCRIPTION**

**AQUIFER MAP EXHIBIT  
TOWN OF BRIDGTON, MAINE**

**PREPARED FOR**

**MR. MARK LOPEZ  
438 COMMONS DRIVE  
BRIDGTON, ME 04009**



Civil Engineering - Land Planning - Stormwater Design - Environmental Permitting

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111 Elderberry Lane  
New Gloucester, ME 04260  
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**JOB NO.**

1547

**DATE**

03/23/2016

**SCALE**

NTS

**SHEET**

1

**OF**

1

## **STORMWATER MANAGEMENT PLAN**

### **Bridgton Storage & Consignment Bridgton, Maine**

The following Stormwater Management Plan has been prepared for Mark Lopez to evaluate stormwater runoff and erosion control for the proposed Bridgton Storage & Consignment project to be located off Route 302 in Bridgton, Maine.

#### **Site Calculations**

Total Property Area	5.12 Ac (+/-)
Existing Impervious Area	0.00 Ac
Total New Impervious Area	2.96 Ac
Total Disturbed/Developed Area	3.56 Ac

#### **Existing Conditions**

The development parcel is located on the westerly side of Route 302, approximately 700' north of the intersection with Route 117 in Bridgton, Maine. The development property is approximately 5.12 acres and will contain the proposed self storage facility as well as the associated rental office and consignment shop. The site is currently an undeveloped forest. A copy of the U.S.G.S. Quadrangle Map (Bridgton) is attached to this submittal.

The property is located adjacent to the Willett Brook flood plain. The flood zone extends into the southernmost corner of the site. An old railroad bed cuts across the westerly corner of the site and separates the site from Willett Brook. The onsite grades generally undulate between 406 & 408. The site drains into Willett Brook and eventually flows into Long Lake.

#### **Proposed Development**

The applicant intends to construct nine self-storage buildings and tenth building that will serve as the rental office and consignment shop. The rental office will be a one story, 2,550 square foot building with associated parking, sidewalks, utility infrastructure & landscaping. The building & associated parking area will be constructed at the northeasterly side of the lot, adjacent to Portland Road. The storage buildings will be located behind the rental office and will be surrounded by a perimeter chain link fence. Five of the self-storage buildings will be 4,650 SF (30'x155') and the remaining four will be 6,000 SF (30'x200'). In total, there will be 47,250 SF of self-storage space. The total proposed building coverage on the site is 49,800 SF. This development will feature a new gravel wetland that will be oversized to provide maximum phosphorus removal.

### **Flooding**

The development area is partially located within the 100 year flood zone according to the Federal Insurance Rate Map 230041 0020 B. See attached map. The code enforcement officer has access to a flood routing study that was done to determine the flood zone elevation for Willett Brook. The CEO informed us that the 100 year flood elevation for our site is 405.0’.

### **Modeling Assumptions**

The onsite stormwater facilities were sized utilizing the USDA Soil Conservation Service (SCS) TR-20 Runoff Simulation Model, as contained in the HydroCAD computer software program (Version 9.0). Runoff curve numbers were determined for each direct watershed by measuring the area of each hydrologic soil group within each type of land cover. Weighted curve numbers were then calculated using curve numbers for various cover types and hydrologic soil groups, assuming “good” conditions as defined in U.S Soil Conservation Service (SCS) publications. Times of concentration and travel times were determined from site topographic maps in accordance with SCS procedures. A maximum length of 150 feet was used for sheet flow.

All of the watersheds’ peak runoff rates were analyzed for the 25-year frequency, 24-hour duration storm events to ensure that the onsite stormwater facilities were properly sized. A Type III rainfall distribution was applied to these storms. The rainfall amounts for Cumberland County (west) are as follows:

<b>Storm Frequency Precipitation (in./24 hr)</b>	
2-year	3.0
10-year	4.3
25-year	5.4

### **Onsite & Offsite Soils**

The soils were delineated from the Cumberland County Medium Intensity Soil Survey as shown on the Soil Data Viewer on the NRCS website (See attached map). The soil survey reports that the watershed soils are as summarized below:

<b>Soil Type Summary Table</b>		
Soil Symbol	Soil Name	HSG
AdB	Adams	A
BRB	Brayton-Peacham	D
CrA	Croghan	A

### **Water Quality (Phosphorus Export Calculations)**

Best Management Practices (BMPs) will be implemented to reduce the impacts of site development on downstream water quality. The property is located in the Long Lake Watershed. Long Lake is identified by the MDEP as a lake most at risk from development.

#### **Long Lake Watershed**

The allowable per acre allocation of phosphorus export for the portion of the site that is within the Long Lake Watershed is 0.029 lbs/acre of developable land. There are approximately 5.043

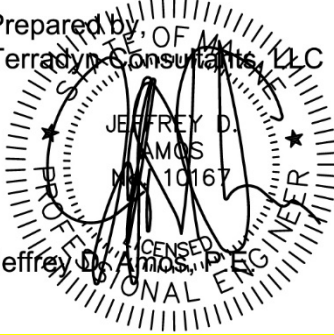
developable acres that have an associated allocation of 0.15 lbs/year of allowable phosphorus export.

A worksheet that summarizes the phosphorus export has been included in the calculations. An oversized gravel wetland was used to reduce the total expected phosphorus export to 0.84 lbs/year. This value exceeds the allocation for the property. The applicant intends to pay a Phosphorus Compensation Fee in the amount of \$9,625 to mitigate the overage in the Long Lake Watershed. Long Lake is on the list of lakes that are eligible to participate in the phosphorus compensation program. Calculations have been provided detailing the water quality volume derivations for the gravel wetland.

### **Summary**

Based on the results of this evaluation, the proposed stormwater design is not expected to cause flooding, erosion or other significant adverse effects downstream of the site.

Prepared by  
Terradyne Consultants, LLC  
JEFFREY D. AMOS  
MA 10167  
LICENSED PROFESSIONAL ENGINEER  
Jeffrey D. Amos, P.E.

A circular professional engineer seal for Jeffrey D. Amos, MA 10167. The seal features a central signature and the text "JEFFREY D. AMOS MA 10167" and "LICENSED PROFESSIONAL ENGINEER". The seal is surrounded by a decorative border of vertical lines.

## Worksheet 1 PPB calculations

Project name: Bridgton Self Storage & Consignment

Lake name: Long Lake

Town name: Bridgton

### Standard Calculation

Watershed per acre phosphorus budget (Appendix C):	<b>PAPB</b>	<u>0.029</u>	lbs P/acre/year
Total acreage of development parcel:	<b>TA</b>	<u>5.12</u>	acres
NWI wetland acreage:	<b>WA</b>	<u>0.077</u>	acres
Steep slope acreage:	<b>SA</b>	<u>0</u>	acres
Existing developed area		<u>0</u>	acres
Project acreage: $A = TA - (WA + SA)$	<b>A</b>	<u>5.043</u>	acres

<b>Project Phosphorus Budget: <math>PPB = P \times A</math></b>	<b>PPB</b>	<u>0.146247</u>	<b>lbs P/year</b>
---	------------	-----------------	-------------------

### Small Watershed Adjustment

If Project Acreage (A) is greater than the threshold acreage for the small watershed threshold (SWT, from pertinent lake and town info in the table in Appendix C), calculate an alternative PPB using the analysis below and use this value if it is less than the the Standard Calculation PPB.

Small Watershed Threshold (Appendix C):	<b>SWT</b>	<u>                    </u>	acres
Project acreage:	<b>A</b>	<u>                    </u>	acres
Allowable increase in town's share of annual phosphorus load to lake (Appendix C):	<b>FC</b>	<u>                    </u>	lbs P/year
Area available for development (Appendix C):	<b>AAD</b>	<u>                    </u>	acres
Ratio of A to AAD ( $R=A/AAD$ )	<b>R</b>	<u>  #DIV/0!  </u>	

<b>If <math>R &lt; 0.5</math>,</b>	<b>Project Phosphorus Budget</b>	<b>PPB</b>	
	$PPB = [(FC \times R)/2] + [FC/4]$	<u>  #DIV/0!  </u>	<b>lbs P/year</b>

<b>If <math>R &gt; 0.5</math>,</b>	<b>Project Phosphorus Budget</b>	<b>PPB</b>	
	$PPB = FC \times R$	<u>  #DIV/0!  </u>	<b>lbs P/year</b>

## Worksheet 2

### Pre-PPE and Post-PPE Calculations

Calculate phosphorus export from development for before and after treatment

Use as many sheets as needed for each development type (commercial, roads, residential lots, etc.)

**Project name:** Vista Project

**Development type:** Mixed

Sheet #

Land Surface Type or Lot #(s) with description	Acres or # of lots	Export Coefficient from Table 3.1 Table 3.2	Pre- treatment Algal Av. P Export (lbs P/year)	Treatment Factor for BMP(s) from Chapter 6	Post- treatment Algal Av. P Export (lbs P/year)	Description of BMPs
<b>Subdivision</b>						
Parking Lot to Pond	1.808	1.25	2.26	0.25	0.565	Gravel Wetland
Roof to Pond	1.143	0.5	0.5715	0.25	0.142875	Gravel Wetland
Grass to Pond	0.241	0.3	0.0723	0.25	0.018075	Gravel Wetland
Untreated Parking Lot	0.011	1.25	0.01375	1	0.01375	None
Untreated Roof	0	0.5	0	1	0	None
Untreated Grass	0.33	0.3	0.099	1	0.099	None
		<b>Total Pre-PPE (lbs P/year)</b>	3.01655	<b>Total PostPPE (lbs P/year)</b>	0.8387	

## Worksheet 4

### Project Phosphorus Export Summary

Summarizing the project's algal available phosphorus export (PPE)

**Project name:** Vista Properties

<b>Project Phosphorus Budget - Worksheet 1</b>	<b>PPB</b>	0.15	lbs P / year
<b>Total Pre-Treatment Phosphorus Export - Worksheet 2</b>	<b>Pre-PPE</b>	3.02	lbs P / year
<b>Total Post-Treatment Phosphorus Export - Worksheet 2</b>	<b>Post-PPE</b>	0.84	lbs P / year
<b>Total Phosphorus Mitigation Credit - Worksheet 3</b>	<b>TMC</b>	0.00	lbs P / year
<b>Project Phosphorus Export (Post-PPE - TMC)</b>	<b>PPE</b>	0.84	lbs P / year

**Is the Project Phosphorus Export sufficiently reduced?**  
(PPE < PPB)

0.69 lbs P / year

If PPE is less than or equal to PPB, the project meets its phosphorus budget (neg. #)  
If PPE is more than PPB, more reduction in phosphorus export may be required (pos. #)

#### OTHERWISE:

**Is the Post-Treatment Phosphorus Export less than 40% of the Pre-Treatment Export? It is equivalent to more than 60% removal efficiency.**  
(Post-PPE < 40% Pre-PPE)

27.80%

**If Post-PPE is less than 40% of Pre-PPE, a compensation fee may be appropriate at the cost of \$13,900 per pound of phosphorus over budget. (see table 3 Phosphorus Compensation Fee in updated phosphorus manual) The compensation fee option is only available in some lake watersheds. Check with the DEP project manager or with the DEP Division of Watershed Management to see if the watershed in which the project is located is eligible before proposing a project that incorporates a compensation fee.**

**The following compensation fee must be paid**  
\$13,9\*(PPE-PPB)

\$9,625





# U.S. Fish and Wildlife Service National Wetlands Inventory

## Bridgton Self Storage

Mar 8, 2016



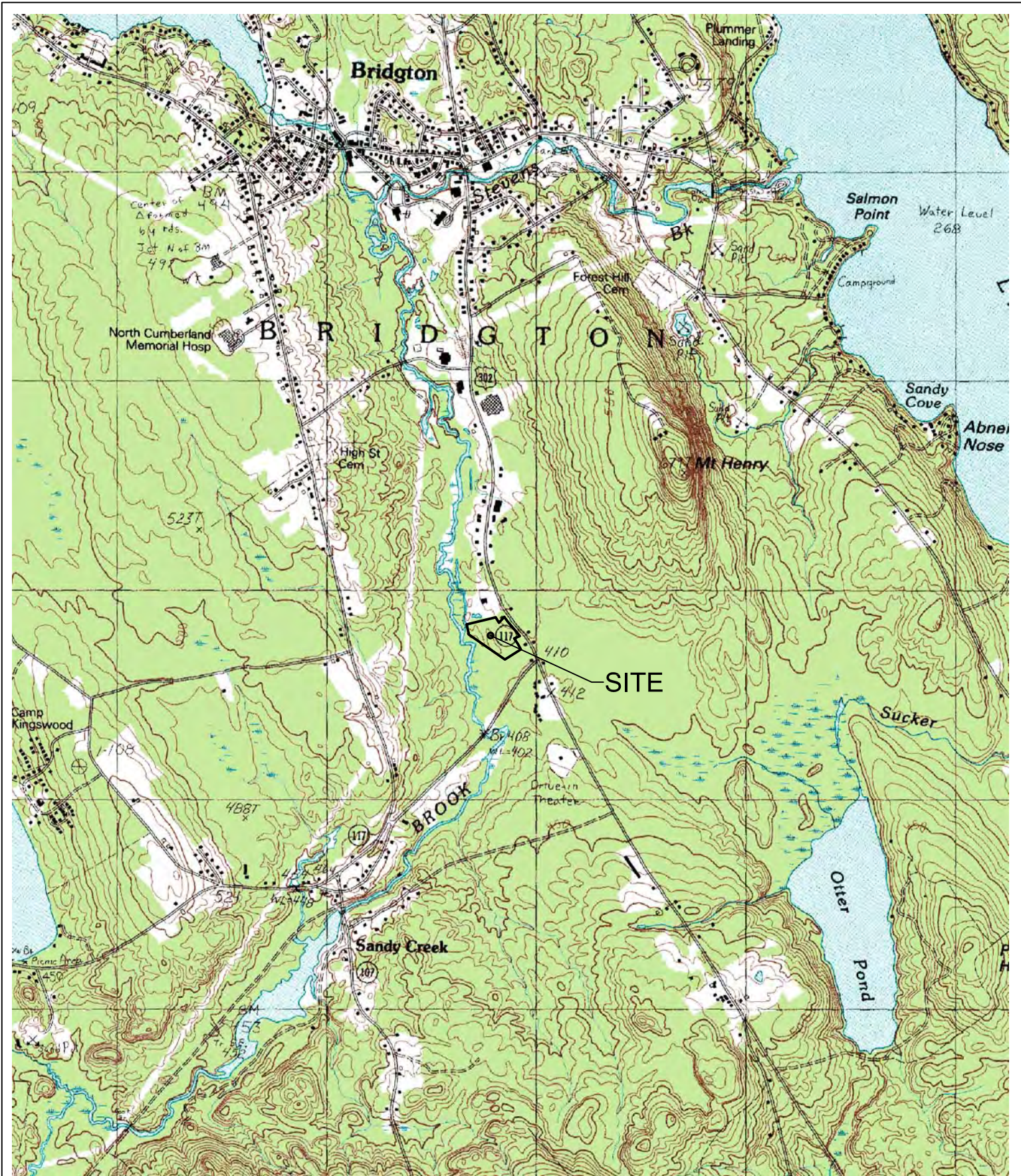
### Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:





**SHEET DESCRIPTION**

**U.S.G.S. QUADRANGLE MAP  
BRIDGTON**

**PREPARED FOR**

**MARK LOPEZ**  
438 COMMONS DRIVE  
BRIDGTON, MAINE 04009



Civil Engineering - Land Planning - Stormwater Design - Environmental Permitting

P.O. Box 339  
111 Elderberry Lane  
New Gloucester, ME 04260  
Office: (207) 926-5111  
Fax: (207) 221-1317  
www.terradynconsultants.com

**JOB NO.**

1547

**DATE**

3/8/2016

**SCALE**

1"=2,000'

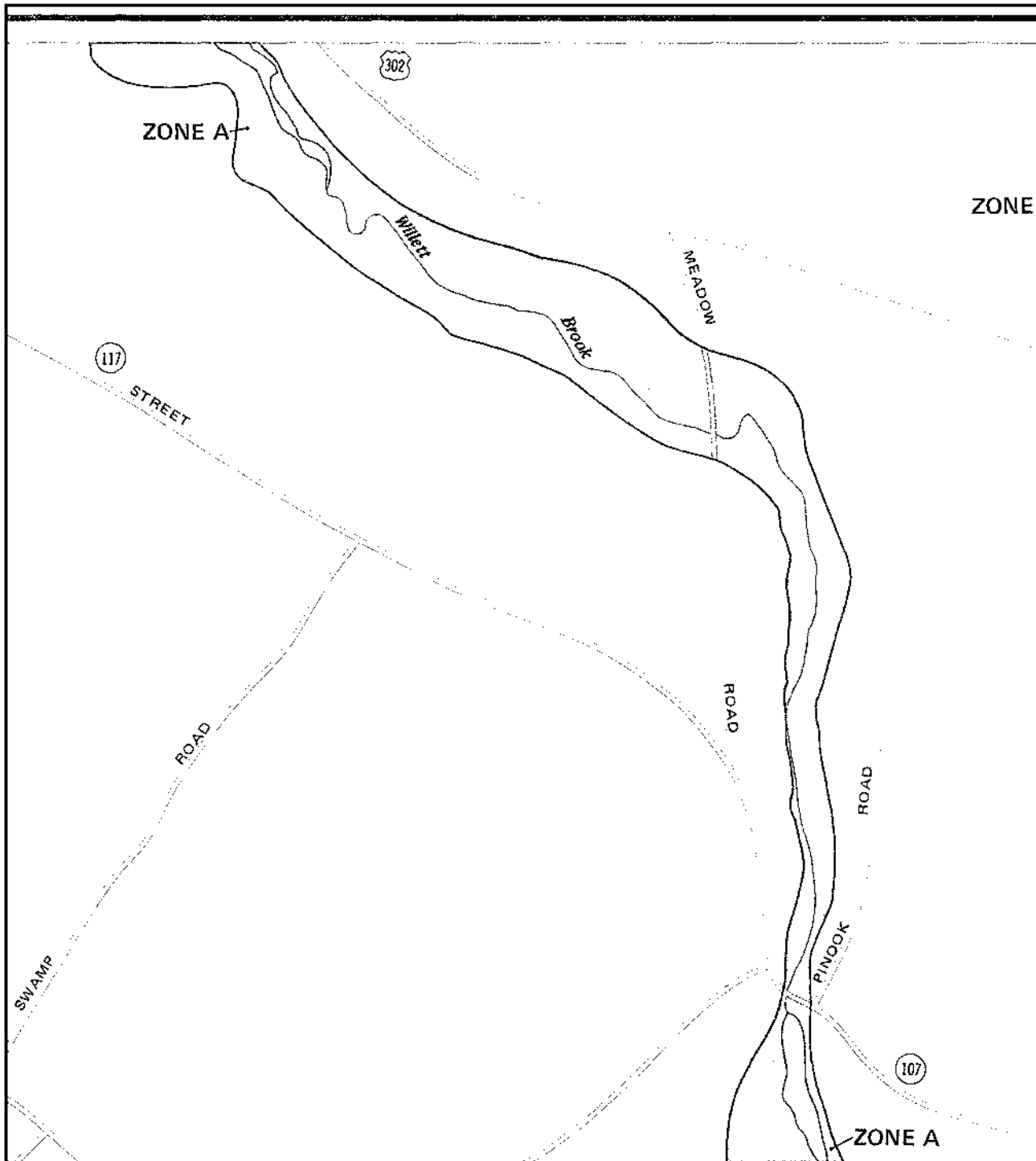
**SHEET**

1

**OF**

1





APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

**FIRM**  
FLOOD INSURANCE RATE MAP

TOWN OF  
**BRIDGTON, MAINE**  
CUMBERLAND COUNTY

PANEL 20 OF 20  
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER  
230041 0020 B

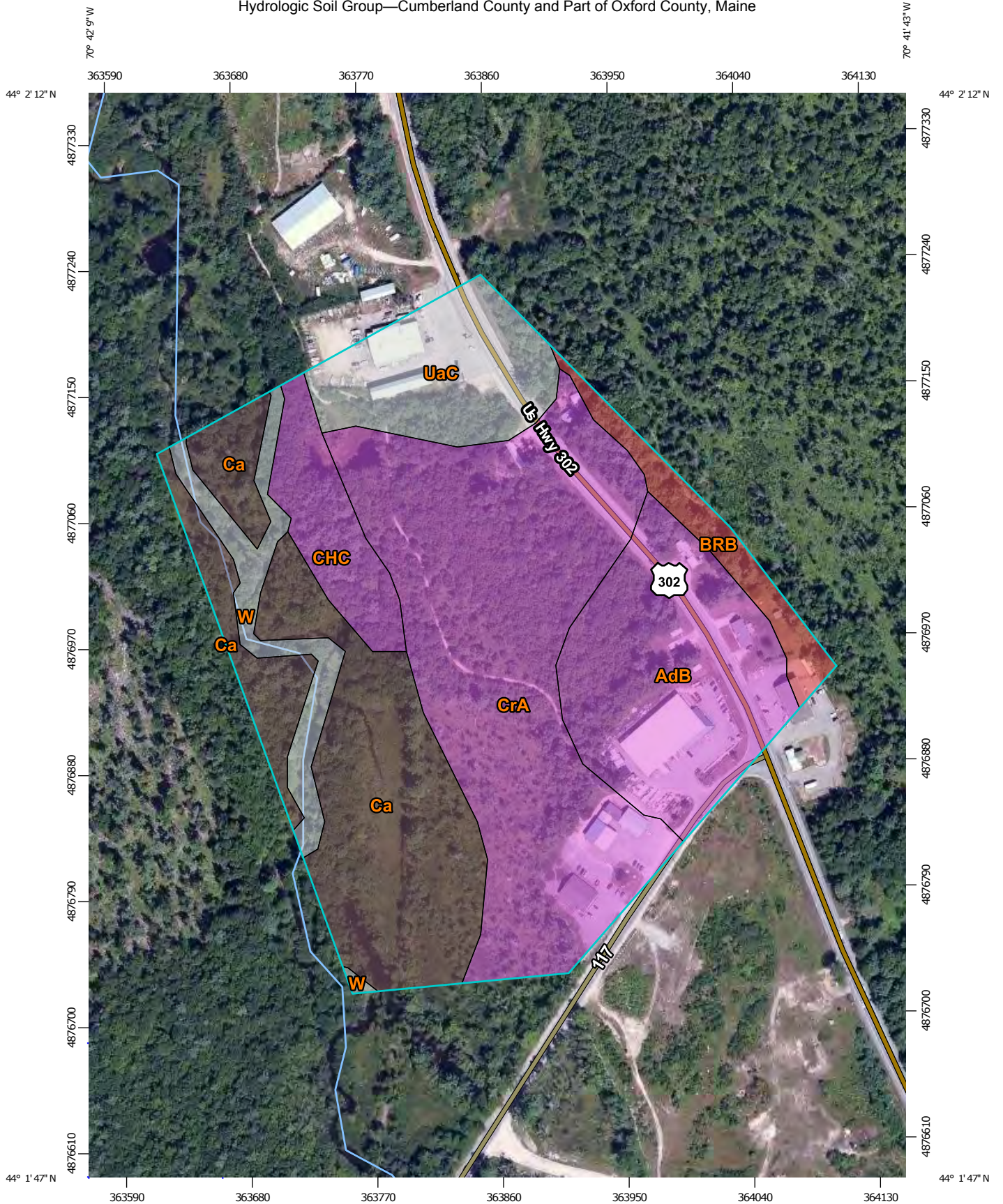
EFFECTIVE DATE:  
MAY 3, 1982



Federal Emergency Management Agency

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

Hydrologic Soil Group—Cumberland County and Part of Oxford County, Maine




Map Scale: 1:3,770 if printed on A portrait (8.5" x 11") sheet.



## MAP LEGEND

### Area of Interest (AOI)









 Area of Interest (AOI)

### Soils

#### Soil Rating Polygons





 A  
 A/D  
 B  
 B/D  
 C  
 C/D  
 D  
 Not rated or not available

#### Soil Rating Lines


 A  
 A/D  
 B  
 B/D  
 C  
 C/D  
 D  
 Not rated or not available

#### Soil Rating Points






 A  
 A/D  
 B  
 B/D

 C  
 C/D  
 D  
 Not rated or not available


### Water Features

 Streams and Canals

### Transportation

 Rails  
 Interstate Highways  
 US Routes  
 Major Roads  
 Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

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

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

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

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>  
 Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Cumberland County and Part of Oxford County, Maine  
 Survey Area Data: Version 11, Sep 17, 2015

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

Date(s) aerial images were photographed: Jun 20, 2010—Aug 29, 2010

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

## Hydrologic Soil Group

Hydrologic Soil Group— Summary by Map Unit — Cumberland County and Part of Oxford County, Maine (ME005)				
Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
AdB	Adams loamy sand, 3 to 8 percent slopes	A	6.3	17.1%
BRB	Brayton-Peacham complex, gently sloping, very stony	D	1.5	3.9%
Ca	Charles silt loam, 0 to 2 percent slopes, occasionally flooded	B/D	8.8	23.7%
CHC	Colton-Adams association, strongly sloping	A	2.0	5.5%
CrA	Croghan loamy fine sand, 0 to 3 percent slopes	A	13.1	35.2%
UaC	Urban land-Adams complex, 0 to 15 percent slopes		3.6	9.7%
W	Water		1.8	4.9%
<b>Totals for Area of Interest</b>			<b>37.1</b>	<b>100.0%</b>



## Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

## Rating Options

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher

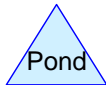
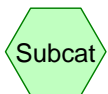
SP#1

SP#1

GW1

1

Gravel Wetland #1



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25 Year Storm Spillway Check

Type III 24-hr Rainfall=5.40"

Printed 3/23/2016

Page 2

Time span=3.00-20.00 hrs, dt=0.05 hrs, 341 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment 1:**

Runoff Area=139,049 sf 92.45% Impervious Runoff Depth>4.68"  
Flow Length=630' Tc=7.7 min CN=96 Runoff=15.53 cfs 1.245 af

**Reach SP#1: SP#1**

Inflow=13.16 cfs 0.954 af  
Outflow=13.16 cfs 0.954 af

**Pond GW1: Gravel Wetland #1**

Peak Elev=406.98' Storage=17,447 cf Inflow=15.53 cfs 1.245 af  
Outflow=13.16 cfs 0.954 af

**Total Runoff Area = 3.192 ac Runoff Volume = 1.245 af Average Runoff Depth = 4.68"**  
**7.55% Pervious = 0.241 ac 92.45% Impervious = 2.951 ac**



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**Summary for Subcatchment 1:**

Runoff = 15.53 cfs @ 12.11 hrs, Volume= 1.245 af, Depth> 4.68"

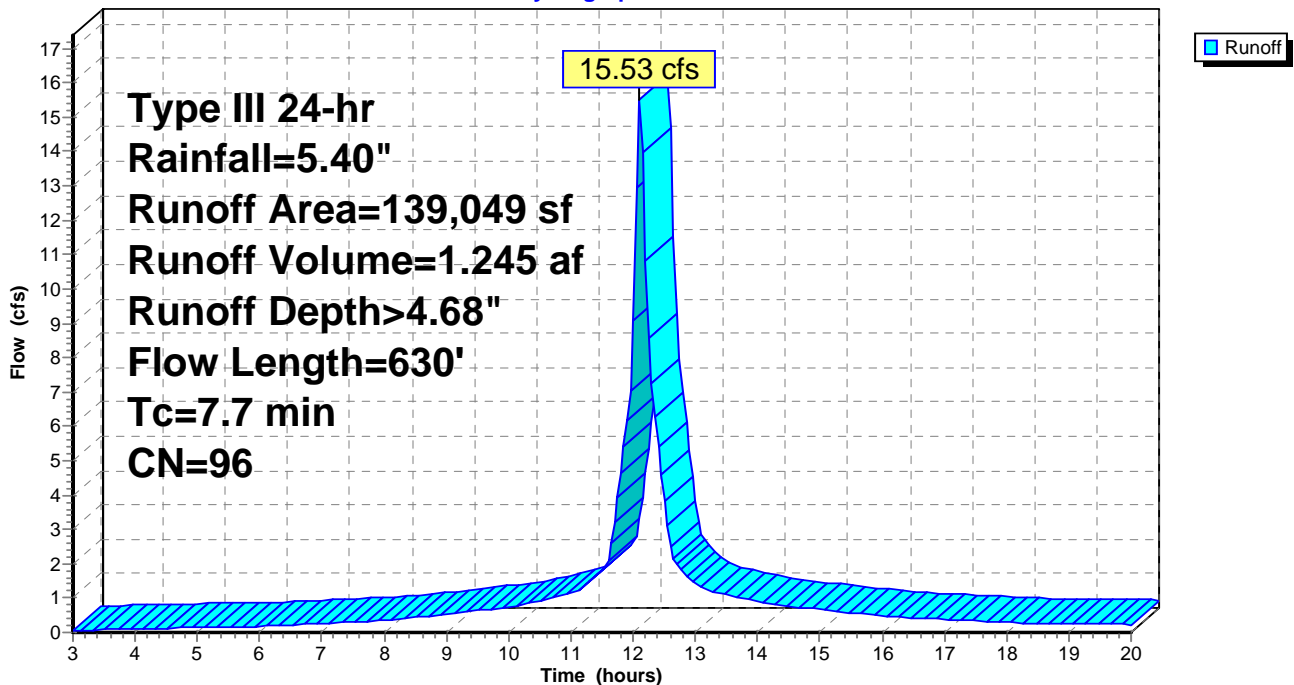
Runoff by SCS TR-20 method, UH=SCS, Time Span= 3.00-20.00 hrs, dt= 0.05 hrs  
Type III 24-hr Rainfall=5.40"

Area (sf)	CN	Description
10,500	74	>75% Grass cover, Good, HSG C
* 128,549	98	Impervious
139,049	96	Weighted Average
10,500		7.55% Pervious Area
128,549		92.45% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.3	20	0.0200	0.97		<b>Sheet Flow,</b> Smooth surfaces n= 0.011 P2= 3.00"
5.0	430	0.0050	1.44		<b>Shallow Concentrated Flow, 430</b> Paved Kv= 20.3 fps
2.4	180	0.0070	1.25		<b>Shallow Concentrated Flow,</b> Grassed Waterway Kv= 15.0 fps
7.7	630	Total			

**Subcatchment 1:**

Hydrograph



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25 Year Storm Spillway Check  
Type III 24-hr Rainfall=5.40"

Printed 3/23/2016

Page 4

**Summary for Reach SP#1: SP#1**

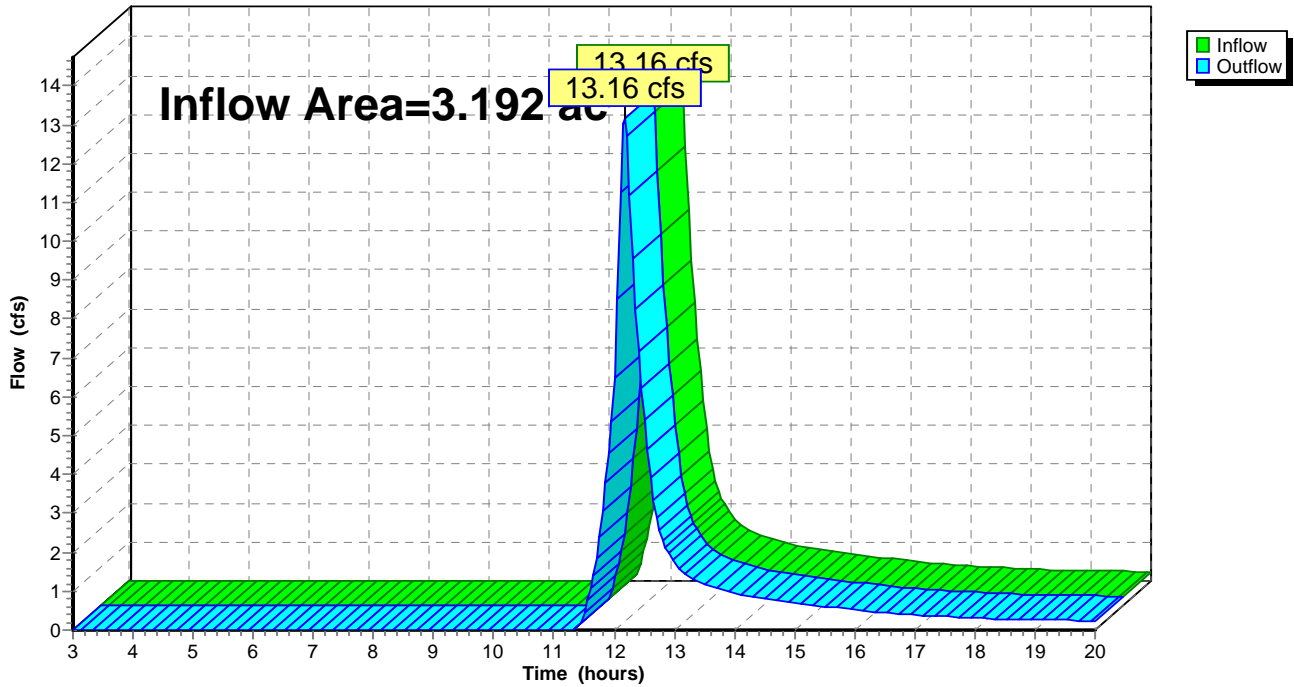
[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 3.192 ac, 92.45% Impervious, Inflow Depth > 3.59"  
Inflow = 13.16 cfs @ 12.17 hrs, Volume= 0.954 af  
Outflow = 13.16 cfs @ 12.17 hrs, Volume= 0.954 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 3.00-20.00 hrs, dt= 0.05 hrs

**Reach SP#1: SP#1**

Hydrograph



**1547 Post**

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**Summary for Pond GW1: Gravel Wetland #1**

[82] Warning: Early inflow requires earlier time span

Inflow Area = 3.192 ac, 92.45% Impervious, Inflow Depth > 4.68"  
 Inflow = 15.53 cfs @ 12.11 hrs, Volume= 1.245 af  
 Outflow = 13.16 cfs @ 12.17 hrs, Volume= 0.954 af, Atten= 15%, Lag= 3.6 min  
 Primary = 13.16 cfs @ 12.17 hrs, Volume= 0.954 af

Routing by Stor-Ind method, Time Span= 3.00-20.00 hrs, dt= 0.05 hrs  
 Peak Elev= 406.98' @ 12.17 hrs Surf.Area= 10,963 sf Storage= 17,447 cf

Plug-Flow detention time= 124.5 min calculated for 0.951 af (76% of inflow)  
 Center-of-Mass det. time= 64.7 min ( 800.2 - 735.5 )

Volume	Invert	Avail.Storage	Storage Description
#1	405.00'	35,545 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
405.00	6,810	0	0
406.00	8,717	7,764	7,764
406.50	9,670	4,597	12,360
406.51	10,400	100	12,461
407.00	10,991	5,241	17,701
408.00	12,197	11,594	29,295
408.50	12,800	6,249	35,545

Device	Routing	Invert	Outlet Devices
#1	Primary	406.50'	<b>15.0' long x 13.0' breadth Broad-Crested Rectangular Weir</b> Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 Coef. (English) 2.60 2.64 2.70 2.66 2.65 2.66 2.65 2.63

**Primary OutFlow** Max=12.91 cfs @ 12.17 hrs HW=406.97' (Free Discharge)  
 ↑1=**Broad-Crested Rectangular Weir** (Weir Controls 12.91 cfs @ 1.83 fps)

**1547 Post**

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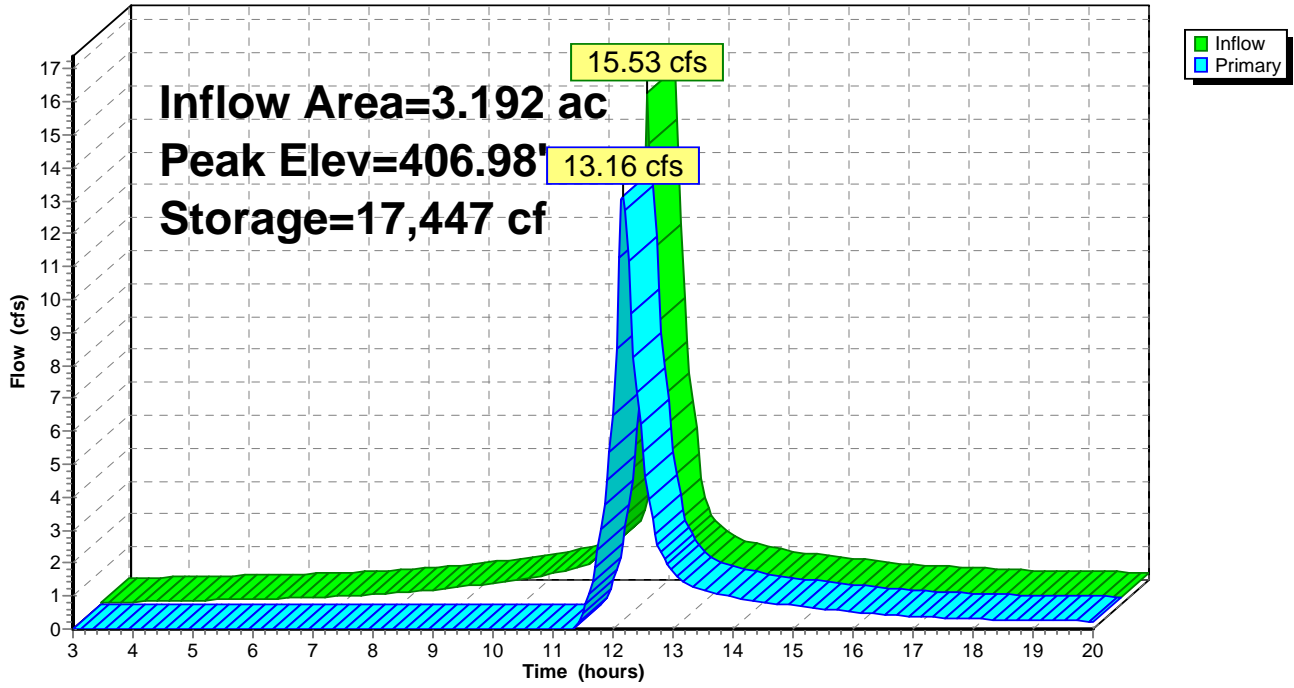
25 Year Storm Spillway Check  
Type III 24-hr Rainfall=5.40"

Printed 3/23/2016

Page 6

**Pond GW1: Gravel Wetland #1**

Hydrograph



**MAINTENANCE PLAN OF STORMWATER MANAGEMENT FACILITIES  
FOR:  
BRIDGTON SELF STORAGE & CONSIGNMENT  
BRIDGTON, MAINE**

**Project Developer:** Mr. Mark Lopez  
438 Commons Drive  
Bridgton, ME 04009

**Responsible Party:** Mr. Mark Lopez  
438 Commons Drive  
Bridgton, ME 04009

**List of Stormwater Measures:**

Conveyance & Distribution System (Stormwater Channels & Culverts)  
Roadways & Parking Surfaces  
Gravel Wetland

**Introduction:**

The owner or operator of the proposed project will be responsible for the maintenance of all stormwater management structures, the establishment of any contract services required to implement the program, and the keeping of records and maintenance log book. Records of all inspections and maintenance work accomplished must be kept on file and retained for a minimum 5 year time span. The maintenance log book will be made available to the DEP upon request. At a minimum, the appropriate and relevant activities for each of the stormwater management systems will be performed on the prescribed schedule.

**Inspection & Maintenance Tasks:**

Inspections should be performed by qualified erosion control professional. NOTE: The following instruction are excerpts from the Maine Department of Environmental Protection's *Stormwater Management for Maine, Volume III BMPs Technical Design Manual*, dated January 2006.

**Conveyance & Distribution Systems: (Stormwater Channels & Culverts, etc.)**

**1. Inspection schedule:**

- a. Inspect ditches, swales and other open stormwater channels in the spring, in late fall, and after heavy rains to remove any obstructions to flow, remove accumulated sediments and debris, to control vegetated growth that could obstruct flow, and to repair any erosion of the ditch lining. Vegetated ditches must be mowed at least annually or otherwise maintained to control the growth of woody vegetation and maintain flow capacity. Any woody vegetation growing through riprap linings must also be removed. Repair any slumping side slopes as soon as practicable. If the ditch has a riprap lining, replace riprap on areas where any underlying filter fabric or underdrain gravel is showing through the stone or where stones have dislodged. The channel must receive adequate routine maintenance to maintain capacity and prevent or correct any erosion of the channel's bottom or side-slopes.

- b. Inspect culverts in the spring, in late fall, and after heavy rains to remove any obstructions to flow; remove accumulated sediments and debris at the inlet, at the outlet, and within the conduit; and to repair any erosion damage at the culvert's inlet and outlet.
- c. Inspect vegetated areas, particularly slopes and embankments, early in the growing season or after heavy rains to identify active or potential erosion problems. Replant bare areas or areas with sparse growth. Where rill erosion is evident, armor the area with an appropriate lining or divert the erosive flows to on-site areas able to withstand the concentrated flows.

**2. Mowing:** Grass should not be trimmed extremely short, as this will reduce the filtering effect of the swale (MPCA, 1989). The cut vegetation should be removed to prevent the decaying organic litter from adding pollutants to the discharge from the swale. The mowed height of the grass should be 2-4 inches taller than the maximum flow depth of the design water quality storm. A minimum mow height of 6 inches is generally recommended (Galli, 1993).

**3. Erosion:** It is important to install erosion and sediment control measures to stabilize this area as soon as possible and to retain any organic matter in the bottom of the trench.

**4. Fertilization:** Routine fertilization and/or use of pesticides is strongly discouraged. If complete re-seeding is necessary, half the original recommended rate of fertilizer should be applied with a full rate of seed.

**5. Sediment Removal:** The level of sediment deposition in the channel should be monitored regularly, and removed from grassed channels before permanent damage is done to the grassed vegetation, or if infiltration times are longer than 12 hours. Sediment should be removed from riprap channels when it reduces the capacity of the channel.

#### **Roadways & Parking Surfaces:**

Paved surfaces shall be swept or vacuumed at least twice annually in the Spring to remove all Winter sand, and periodically during the year on an as-needed basis to minimize transportation of sediment during rainfall events.

#### **Gravel Wetlands (From UNH Subsurface Gravel Wetland Design Specifications Manual):**

**1st Year Post-Construction:** Inspection frequency should be after every major storm in the first year following construction.

- Inspect to be certain system drains within 24-72 hrs (within the design period, but also not so quickly as to minimize stormwater treatment)).
- Watering plants as necessary during the first growing season
- Re-vegetating poorly established areas as necessary
- Treating diseased vegetation as necessary
- Quarterly inspection of soil and repairing eroded areas, especially on slopes

Checking inlets, outlets, and overflow spillway for blockage, structural integrity, and evidence of erosion.

***Post-Construction:*** Inspection frequency should be at least every 6 months thereafter, as per USEPA Good House-Keeping Requirements. Inspection frequency can be reduced to annual following 2 years of monitoring that indicates the rate of sediment accumulation is less than the cleaning criteria listed below. Inspections should focus on:

Checking the filter surface for dense, complete, root mat establishment across the wetland surface. Thorough revegetation with grasses, forbs, and shrubs is necessary. Unlike bioretention, where mulch is commonly used, complete surface coverage with vegetation is needed.

Checking the gravel wetland surface for standing water or other evidence of riser clogging, such as discolored or accumulated sediments.

Checking the sedimentation chamber or forebay for sediment accumulation, trash, and debris.

Inspect to be certain the sedimentation forebay drains within 24 to 72 hrs.

Checking inlets, outlets, and overflow spillway for blockage, structural integrity, and evidence of erosion.

Removal of decaying vegetation, litter, and debris.

***Cleaning Criteria for Sedimentation Forebay:*** Sediment should be removed from the sedimentation chamber (forebay) when it accumulates to a depth of more than 12 inches (30 cm) or 10 percent of the pretreatment volume. The sedimentation forebay should be cleaned of vegetation if persistent standing water and wetland vegetation becomes dominant. The cleaning interval is approximately every 4 years. A dry sedimentation forebay is the optimal condition while in practice this condition is rarely achieved. The sedimentation chamber, forebay, and treatment cell outlet devices should be cleaned when drawdown times exceed 60 to 72 hours. Materials can be removed with heavy construction equipment; however this equipment should not track on the wetland surface. Revegetation of disturbed areas as necessary. Removed sediments should be dewatered (if necessary) and disposed of in an acceptable manner.

***Cleaning Criteria for Gravel Wetland Treatment Cells:*** Sediment should be removed from the gravel wetland surface when it accumulates to a depth of several inches (>10 cm) across the wetland surface. Materials should be removed with rakes rather than heavy construction equipment to avoid compaction of the gravel wetland surface. Heavy equipment could be used if the system is designed with dimensions that allow equipment to be located outside the gravel wetland, while a backhoe shovel reaches inside the gravel wetland to remove sediment. Removed sediments should be dewatered (if necessary) and disposed of in an acceptable manner.





**HOUSEKEEPING PERFORMANCE STANDARDS**  
**FOR:**  
**BRIDGTON SELF STORAGE & CONSIGNMENT**  
**BRIDGTON, MAINE**

**Project Developer:** Mr. Mark Lopez  
438 Commons Drive  
Bridgton, ME 04009

**Responsible Party:** Mr. Mark Lopez  
438 Commons Drive  
Bridgton, ME 04009

**Introduction:**

The contractor shall be responsible for maintaining proper housekeeping standards throughout the construction phase of the project. After the construction phase has been completed, the owner or operator of the project will be responsible.

**Standards:**

In accordance with the housekeeping performance standards required by MDEP chapter 500 stormwater regulations, the following standards shall be met:

- 1. Spill prevention.** Controls must be used to prevent pollutants from being discharged from materials on site, including storage practices to minimize exposure of the materials to stormwater, and appropriate spill prevention, containment, and response planning and implementation.
- 2. Groundwater protection.** During construction, liquid petroleum products and other hazardous materials with the potential to contaminate groundwater may not be stored or handled in areas of the site draining to an infiltration area. An "infiltration area" is any area of the site that by design or as a result of soils, topography and other relevant factors accumulates runoff that infiltrates into the soil. Dikes, berms, sumps, and other forms of secondary containment that prevent discharge to groundwater may be used to isolate portions of the site for the purposes of storage and handling of these materials.
- 3. Fugitive sediment and dust.** Actions must be taken to ensure that activities do not result in noticeable erosion of soils or fugitive dust emissions during or after construction. Oil may not be used for dust control.

Operations during wet months that experience tracking of mud off the site onto public roads should provide for sweeping of road areas at least once a week and prior to significant storm events. Where chronic mud tracking occurs, a stabilized construction entrance should be provided. Operations during dry months, that experience fugitive dust problems, should wet down the access roads once a week or more frequently as needed.

- 4. Debris and other materials.** Litter, construction debris, and chemicals exposed to stormwater must be prevented from becoming a pollutant source.

To prevent these materials from becoming a source of pollutants, construction and post-construction activities related to a project may be required to comply with applicable

provision of rules related to solid, universal, and hazardous waste, including, but not limited to, the Maine solid waste and hazardous waste management rules; Maine hazardous waste management rules; Maine oil conveyance and storage rules; and Maine pesticide requirements.

- 5. Trench or foundation de-watering.** Trench de-watering is the removal of water from trenches, foundations, coffer dams, ponds, and other areas within the construction area that retain water after excavation. In most cases the collected water is heavily silted and hinders correct and safe construction practices. The collected water must be removed from the ponded area, either through gravity or pumping, and must be spread through natural wooded buffers or removed to areas that are specifically designed to collect the maximum amount of sediment possible, like a cofferdam sedimentation basin. Avoid allowing the water to flow over disturbed areas of the site. Equivalent measures may be taken if approved by the department.
- 6. Non-stormwater discharges.** Identify and prevent contamination by non-stormwater discharges.

March 23, 2016

Subject Property Location:

Tax Map: 9

Lot: 72

To whom it may concern:

This is to inform you that Mr. Mark Lopez intends to submit an application to the Bridgton Planning Board for 10 buildings totaling 49,800 square feet. Nine of the buildings will be used for mini (self) storage. The tenth building will serve as the main office and will contain a consignment shop. The site is located off Route 302 approximately 600' north of the intersection of Route 302 & Sandy Creek Road. It is directly adjacent to the Paris Farmers Union store in Bridgton.

The Bridgton Planning Board will begin review of the application on Tuesday, April 5, 2016 at 7:00p.m. The meeting will be held at the Bridgton Town Office, 3 Chase Street, Suite One, Bridgton, Maine. Enclosed please find a sketch of the proposed project and location.

An application is also on file at the Bridgton Town Office for further review. If you have any questions, please feel free to contact the applicant at (207) 647-3883. You may also contact Robert Baker, Code Enforcement Officer or Georgiann Fleck, Secretary, at the Bridgton Town Office, 207-647-8786.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Amos', with a stylized flourish at the end.

Jeffrey D. Amos, P.E.  
Agent for Mr. Mark Lopez

**PUBLIC NOTICE:  
NOTICE OF INTENT TO FILE**

Please take notice that Mr. Mark Lopez of 438 Commons Drive, Bridgton, Maine (ph 603-479-9095) is intending to file a Stormwater Law permit application & a NRPA permit application with the Maine Department of Environmental Protection pursuant to the provisions of 38 M.R.S.A. § 420-D on or about on or about March 28, 2016.

The application is for the Bridgton Self Storage & Consignment Property which includes 47,250 SF of self-storage buildings and a 2,550 main office and consignment shop to be located off Portland Road in Bridgton, Maine. The new site entrance is approximately 650' north of the intersection of Route 302 & Sandy Creek Road.

A request for a public hearing or a request that the Board of Environmental Protection assume jurisdiction over this application must be received by the Department in writing, no later than 20 days after the application is found by the Department to be complete and is accepted for processing. A public hearing may or may not be held at the discretion of the Commissioner or Board of Environmental Protection. Public comment on the application will be accepted throughout the processing of the application.

The application will be filed for public inspection at the Department of Environmental Protection's office in Portland during normal working hours. A copy of the application may also be seen at the municipal offices in Bridgton, Maine.

Written public comments may be sent to the regional office in Portland at: MDEP, Southern Maine Regional Office, 312 Canco Road, Portland, Maine 04103.



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<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ N/A
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ N/A
Postage	\$0.49

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03/23/2016

Total JSM Properties, Vista Investments  
& Main Eco Properties, LLC  
P.O. Box 50  
Bridgton, ME 04009

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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CASCO ME 04015

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Total Ronald & Loretta Thurlow  
89 Cliffside Rd.  
Casco, ME 04015

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Postage	\$0.49

0260  
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03/23/2016

Total Donald J. Bodwell  
310 Portland Road  
Bridgton, ME 04009

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
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Postage	\$0.49

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03/23/2016

Total Paris Farmers Union  
P.O. Box D  
S. Paris, ME 04281

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HARRISON ME 04040

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$ N/A

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03/23/2016

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Total Postage \$

Sent To W.H. Brown

63 Spring House Rd

Street Harrison, ME 04040

City, State

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Postmark  
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0260

04

Postage \$0.00

Total Postage \$

Sent To JMD Properties, LLC

P.O. Box 1559

Street Naples, ME 04055

City, State

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$ N/A
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ N/A

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04 Postmark  
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Postage \$0.49

Total Postage \$

Sent To George Sargent

283 Portland Road

Street Bridgton, ME 04009

City, State

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Postage \$0.49

Total Postage \$

Sent To Suzanne M. Hayward

P.O. Box 97

Street Bridgton, ME 04009

City, State

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$ N/A
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ N/A

0260

04 Postmark  
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03/23/2016

Postage \$0.49

Total Postage \$

Sent To George J. Shepard

Audra L. Cook

340 South High Street

Street Bridgton, ME 04009

City, State

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$ N/A
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ N/A

0260

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Here

03/23/2016

Postage \$0.49

Total Postage \$

Sent To Bridgton Town Manager

Town of Bridgton

3 Chase Street, Suite 1

Street Bridgton, ME 04009

City, State

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Attachment 8

Town of Bridgton Impact Statements





TOWN OF BRIDGTON  
IMPACT STATEMENT

DATE: March 25, 2016

Planning Board   /  

Departmental Review                   

Code Enforcement: Robert A. Baker

Fire Department: Glen R. Garland

Planning & Development: Anne M. Krieg

Public Works: James W. Kidder

Police Department: Richard B. Stillman

Transfer Station: Robert L. Fitzcharles Sr.

Marin Lopez  
Bridgton Self Storage & Carriage  
Name of Applicant

Portland Road Map 9 lot 72  
Location of Property

47,250 self storage building & 2,550 office & carriage  
Proposed Use of Property shop

April 5, 2016  
Date of Planning Board Meeting

Approve       Approve with Conditions       Deny

Please comment in the space provided below:

- 1) Will need Knex Box or padlock for 24/7 facility access (unit master key?)  
as well
- 2) Provide unit numbering plan to FD when completed
- 3) Provide address number as per Addressing Ordinance

Do you plan to attend the Planning Board Meeting? Yes

Glen Garland Fire Chief  
Departmental Signature

03/29/16  
(Date)

TOWN OF BRIDGTON  
IMPACT STATEMENT

DATE: March 25, 2016

Planning Board   /  

Departmental Review                   

Code Enforcement: Robert A. Baker

Fire Department: Glen R. Garland

**Planning & Development: Anne M. Krieg**

Public Works: James W. Kidder

Police Department: Richard B. Stillman

Transfer Station: Robert L. Fitzcharles Sr.

Maen Lopez  
Bridgton Self Storage & Carwash

Name of Applicant

Weymouth Road Map 9 lot 72

Location of Property

47,250 self storage building & 2,550 sq office & carwash shop

Proposed Use of Property

April 5, 2016

Date of Planning Board Meeting

   Approve                        /   Approve with Conditions                         Deny

Please comment in the space provided below:

CURB CUT PERMIT?

---

---

---

Do you plan to attend the Planning Board Meeting? NO

[Signature]  
Departmental Signature

3.26.16  
(Date)

TOWN OF BRIDGTON  
IMPACT STATEMENT

DATE: March 25, 2016

Planning Board   /  

Departmental Review                   

Code Enforcement: Robert A. Baker

Fire Department: Glen R. Garland

Planning & Development: Anne M. Krieg

Public Works: James W. Kidder

Police Department: Richard B. Stillman

Transfer Station: Robert L. Fitzcharles Sr.

Mary Lopez  
Bridgton Self Storage & Consignment

Name of Applicant

Portland Road Map 9 lot 72

Location of Property

47,250 self storage building & 2,550 sq ft office & consignment shop

Proposed Use of Property

April 5, 2016

Date of Planning Board Meeting

Approve                       Approve with Conditions                       Deny

Please comment in the space provided below:

  - NONE -  

Do you plan to attend the Planning Board Meeting?   no  

*James Beavin*  
Departmental Signature

3/29/16  
(Date)

TOWN OF BRIDGTON  
IMPACT STATEMENT

DATE: March 25, 2016

Planning Board ✓

Departmental Review \_\_\_\_\_

Code Enforcement: Robert A. Baker

Fire Department: Glen R. Garland

Planning & Development: Anne M. Krieg

Public Works: James W. Kidder

Police Department: **Richard B. Stillman**

Transfer Station: Robert L. Fitzcharles Sr.

Mary Lopez  
Bridgton Self Storage & Car Wash

Name of Applicant

Peabody Road Map 9 lot 72

Location of Property

47,250 sq ft storage building & 2,550 sq ft office & car wash

Proposed Use of Property

April 5, 2016

Date of Planning Board Meeting

\_\_\_\_\_ Approve      ✓ Approve with Conditions      \_\_\_\_\_ Deny

Please comment in the space provided below:

Sight visibility on Rte 302 is a concern as it is  
near Sandy Creek Rd,

Do you plan to attend the Planning Board Meeting? \_\_\_\_\_

Richard Salt  
Departmental Signature

3/28/16  
(Date)

TOWN OF BRIDGTON  
IMPACT STATEMENT

DATE: March 25, 2016

Planning Board

Departmental Review

Code Enforcement: Robert A. Baker

Fire Department: Glen R. Garland

Planning & Development: Anne M. Krieg

Public Works: James W. Kidder

Police Department: Richard B. Stillman

Transfer Station: Robert L. Fitzcharles Sr.

Robert Lopez  
Presidents Self Storage & Conignment  
Name of Applicant

Peabody Road Npp 9 lot 72  
Location of Property

47,250 sq self storage building & 2,550 sq office & conignment shop  
Proposed Use of Property

April 5, 2016  
Date of Planning Board Meeting

Approve       Approve with Conditions       Deny

Please comment in the space provided below:  
none

Do you plan to attend the Planning Board Meeting? if requested

[Signature]  
Departmental Signature

3-13-16  
(Date)

Attachment 9

Bridgton Planning Board Findings of Fact and Conclusions of Law

**TOWN OF BRIDGTON  
BRIDGTON PLANNING BOARD**

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

Property Owner/Applicant: Mark Lopez  
438 Commons Drive, Bridgton, Maine 04009

Property Location: Portland Road, Bridgton, Maine 04009  
Tax Map 9 Lot 72

Project Name: Bridgton Self Storage and Consignment

**I. PROCEDURAL HISTORY**

On March 24, 2016 a formal application was submitted to the Town of Bridgton with the required application fee and escrow.

On April 5, 2016 The Bridgton Planning Board tabled review of the application.

On April 19, 2016 the Bridgton Planning Board removed the application from the table, accepted the application and began its review. On this date Jeffrey Amos met with the Bridgton Planning Board to begin discussion of a Bridgton Self Storage and Consignment Project. Also on this date the Bridgton Planning Board rendered a tentative approval.

On May 3, 2016 The Bridgton Planning Board rendered a formal decision.

**II. FINDINGS OF FACT**

1. It was determined that the review standards set-forth in the Shoreland Zoning do not apply to this project. The project is located in the Willis Brook Aquifer Protection District Area but poses no impact.

2. Applicant/Owner for the proposed project is Mark A. Lopez, 438 Commons Drive, Bridgton, Maine 04009.

3. The subject property is located on Portland Road/Route 302, Bridgton, Maine 04009 and is known as Bridgton Tax Map 9 Lot 72.

4. Jeffrey D. Amos, Terradyn Consultants LLC, P.O. Box 339, New Gloucester, Maine 04260 acted as agent for the owner/applicant.

5. The applicant is proposing to construct nine self-storage buildings totaling 47,250sf, a 2,550sf office/consignment shop. The project will be built in phases beginning with the office/consignment shop and a portion of the self-storage units. Further construction of the self-storage units will be based on need and demand.



6. The property is approximately 7.65 acres. The project site will consist of approximately 5.12 acres with 2.5 acres remaining undeveloped at this time.

7. The proposed project will utilize public water supplied by the Bridgton Water District which is a private entity. Correspondence from the Bridgton Water District approving water use for the project was not included as part of the application. Therefore, the Planning Board required that the applicant submit correspondence from the Bridgton Water District to the Code Enforcement Officer approving connectivity and use.

8. The site location is approximately 700' northwest of the intersection of Portland Road and Sandy Creek Road. An entrance permit is required through Maine Department of Transportation which was not submitted as part of the formal application. The permit has been applied for and will be submitted to the Code Enforcement Officer upon receipt.

9. Overhead utilities will connect from Portland Street to the office/consignment shop and continue underground from the office to the storage facilities.

10. The building and associated parking area will be constructed on the northeasterly side of the lot, adjacent to Portland Road. The storage building will be located behind the rental office and will be surrounded by a perimeter chain link fence.

11. A sign is proposed to be located in the landscaped area adjacent to Portland Road. The applicant intends to submit the sign design as part of the building permit application. The sign will conform to the standards set forth in the Town of Bridgton Sign Ordinance.

12. The project will utilize a private wastewater disposal system. A Subsurface Wastewater Disposal Plan was not submitted as part of the formal application but will be submitted to the Code Enforcement Officer for permitting.

13. A Stormwater Management Plan was prepared by Terradyn Consultant LLC, P.O. Box 339, New Gloucester, Maine 04260 and was submitted as part of the formal application. The project's total impervious surface area is 129,049sf. The project is located within the Long Lake watershed. Long Lake is classified as a lake watershed most at risk from new development according to Maine Department Environmental Protection (MDEP). The applicant will need to obtain a Stormwater permit from MDEP prior to construction since the new impervious area is greater than 20,000sf. An MDEP stormwater permit application has been submitted to MDEP for review and approval but the review has not been completed yet. The original plan would have required a wetland filled area which requires an extra layer of permitting, therefore, as

a result of meeting with MDEP the stormwater pond has been removed and the applicant will not disturb any wetlands within the designated 100 year floodplain area. The building will also be decreased by 20' to allow the installation of the swale without impacting the wetlands. A phosphorous fee compensation will be generated to benefit Long Lake which is recognized in the phosphorous compensation program.

14. A Maintenance Plan of Stormwater Management Facilities was submitted as part of the formal application.

15. Housekeeping Performance Standards was submitted as part of the formal application.

16. The applicant will be constructing a gravel wetland to provide both stormwater quality and quantity control for the site. Gravel wetlands are a highly efficient mechanism for removing phosphorus and other stormwater related pollutants.

17. A site specific Erosion and Sediment Control Plan has been developed for the project with the goal of reducing erosion and sedimentation during and after construction.

18. Construction of the project is expected to begin June 2016 and be complete by October 2016.

19. One pole mounted light will be sited in the island by the parking lot for the office, building mounted lights at both entrance and throughout the storage facility to allow adequate lighting throughout. Light fixture will downward lighting to minimize glare.

20. The property is located between two fire hydrants and a new hydrant is proposed for Sustainable Way for a total of three hydrants within close proximity to this project.

21. The proposed application states that a dumpster will be located on site but does not designate an area. The Planning Board has requested that the dumpster be located behind the office/consignment shop.

22. The applicant requested the Board allow the submittal of proof of financial and technical capability at a later date when there are more accurate costs related to site improvements and building costs.

23. As per Article V Section 1 Subsection 4.g of the Town of Bridgton Site Plan Review Ordinance all property owners within one hundred (100) feet from the property involved of the proposed application were properly notified. Also, as required by Article V Section 1 Subsection 4.g the Bridgton Town Manager at Bridgton Town Office, Three Chase Street, Suite 1, Bridgton, Maine 04009 was also notified.

24. The application was reviewed by the Department Heads and Impact Statements were submitted by each Department Head with comments and concerns. The Planning Board and the applicant were provided copies for any appropriate action that might be necessary.

**III. APPLICABLE SECTIONS OF THE SITE PLAN REVIEW ORDINANCE**  
**Article VII. Review Standards**

Performance Standards required for any approval by the Planning Board. The Planning Board shall approve or approve with conditions a submitted application if there is an affirmative finding based on information presented that the application meets the following standards. The applicant shall have the burden of establishing by demonstrable evidence that the application and project is in compliance with the requirements of the Site Plan Review Ordinance.

1. Preserve and enhance landscape;
2. Relationship to surroundings;
3. Vehicular access;
4. Parking and circulation;
5. Surface water drainage;
6. Regulated setbacks from vehicle rights of way;
7. Existing utilities;
8. Advertising features;
9. Special features of the development;
10. Exterior lighting
11. Emergency vehicle access;
12. Municipal services
13. Protection against undue water pollution;
14. Protection against undue air pollution;
15. Water use;
16. Protection against unreasonable soil erosion;
17. Provision for adequate sewage waste disposal;

18. Undue adverse effects on scenic or natural beauty of the area, aesthetics, historic sites or rare and irreplaceable natural areas;
19. Protection of waters and Shoreland and compliance with the Shoreland Zoning Ordinance;
20. Limit of noise levels;
21. Conformance with comprehensive plan;
22. ADA Compliance;
23. Location in flood zone;
24. Proof of adequate financial and technical capacity;
25. Special Regulations
26. Dimensional Requirements
27. Large Scale Water Extraction Requirements.
28. Surface and Subsurface Mineral Extraction Requirements.

#### **IV. CONCLUSIONS OF LAW**

1. The Planning Board reviewed the criteria for a site plan in its entirety. As a result it was determined that Item 25a-25f "Special Regulations"; Item 26.1.a and 26.1.b "Dimensional Requirements"; Item 27 "Large Scale Water Extraction" and Item 28 "Surface and Subsurface Mineral Extraction Applications" are not applicable to the application.

2. Therefore, based on the foregoing Findings of Fact the Bridgton Planning Board concludes that the application subject to the Conditions of Approval set forth below will be in compliance with the Review Standards set forth in paragraphs 1 through 24 inclusive of Article VII "Review Standards" of the Site Plan Review Ordinance.

#### **V. CONDITIONS OF APPROVAL**

1. Review and approval from Maine Department of Environmental Protection for the project.
2. Maine Department of Transportation curb cut permit received and filed with the Code Enforcement Officer.
3. Correspondence from the Bridgton Water District approving connectivity and use of the public water system.



4. Fire Department emergency access and unit numbering of storage units will be provided to the satisfaction of the Fire Chief.
5. Stormwater calculations will be provided to the Code Enforcement Officer.
6. The dumpster will be located behind the office/consignment shop.
7. A Wastewater Disposal System Application will be submitted to the Code Enforcement Officer for permitting.
8. A statement of Financial and Technical capability will be submitted to the Code Enforcement Officer.

**VI. WAIVER(S)**

None.

**VII. DECISION**

Based upon the application submitted and representation to the Planning Board of the proposed project by the applicant's agent the project is approved conditional upon the foregoing Conditions of Approval. Plan approval is also conditioned upon compliance by the applicant with the plans and specifications which have been received by the Planning Board in connection with the development proposal as well as with any oral commitments regarding the project which were specifically made by the applicant or the applicant's agent to the Board in the course of its deliberations.

---

D. Steve Collins, Chair  
Bridgton Planning Board

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Date