



## CITY OF BANGOR

To: Honorable Chair and Members of the Bangor City Council  
From: Carollynn Lear, City Manager  
Subject: Weekly Meetings – **July 6, 2026**  
Date: July 3, 2026

<b>July 6</b>	<b>(Mon)</b>	<b>5:15 P.M.</b>	<b>Finance Committee</b>
		<i>Immediately following</i>	<b>Business &amp; Economic Development Committee</b>
			<b>Government Operations Committee</b>
<b>July 7</b>	<b>(Tues)</b>	<b>7:00 P.M.</b>	<b>Planning Board</b>
<b>July 9</b>	<b>(Thurs)</b>	<b>5:15 P.M.</b>	<b>Parks, Recreations &amp; Harbor Advisory Committee</b>
		<b>7:00 P.M.</b>	<b>Historic Preservation Commission</b>

**Unless otherwise noted, all meetings are held: City Council Chambers, Bangor City Hall, 73 Harlow St. After 4:30 P.M., members of the public are asked to use the side entrance of City Hall that faces the direction of Exchange and State streets.**

Find the calendar and Zoom link at [www.bangormaine.gov/calendar](http://www.bangormaine.gov/calendar) and select the meeting you wish to attend. For guidelines on attending City of Bangor public meetings virtually or in-person, visit [www.bangormaine.gov/video](http://www.bangormaine.gov/video)



**Finance Committee Agenda  
July 6, 2026 @ 5:15 PM  
Council Chambers, 73 Harlow St.**

**1. Bids/Purchases**

- a. Bldg 700 HVAC Replacement – Airport – AAA Energy Service Co. - \$206,057
- b. Fire Suppression and Alarm Systems – Airport – Siemens Industry Inc - \$156,051.51
- c. Passenger Boarding Bridge and Baggage Handling System Preventive and Emergency Maintenance – Airport – Vanderlande Industries Inc - \$102,013



# **CITY OF BANGOR** **AWARD RECOMMENDATION**

**BID ITEMS:** Bldg 700 HVAC Replacement

**DEPARTMENT:** Airport

<b>BUDGET AMOUNT:</b>	\$ 160,000	<b>AMOUNT OF AWARD:</b>	\$ 206,057
Reallocation	\$ 46,057		
	<u>\$ 206,057</u>		

**ACCOUNT NUMBER:** 8570-91001225  
\_\_\_\_\_  
\_\_\_\_\_

**VENDOR(S) RECOMMENDED:** AAA Energy Service Co

**Past Experience with Vendor :**     Excellent     Good     Fair

Poor     None

**OTHER COMMENTS:**

Airport staff is requesting Finance Committee approval to award this bid to the sole bidder, AAA Energy Service Co, Pittsfield, Maine in the amount of \$206,056.78. This was posted in the Equipment Services and Purchase category and 62 subscribers were notified through the NotifyME system.

AAA Energy Service Co. has a positive history with the City, completing projects and conducting emergency service for the Airport.

This HVAC replacement to airport building #700 leased to Nyle Water Heating Systems, Inc. was approved as part of the FY26 budget process in the amount of \$160,000. The Airport is requesting approval to reallocate the additional funds needed from two previously approved capital projects. Concrete repairs to the ramp side of the terminal building will no longer be required due to the Terminal Connector Project. Also, replacement of an air handler servicing the terminal coffee shop will not be necessary due to HVAC changes planned as part of the upcoming Checkpoint Expansion project.



**CITY OF BANGOR**

**City of Bangor Bid Tabulation  
Bid: HVAC Unit Replacement  
Proposal No. P26-55**

**Bid Opening: May 27, 2026**

		<b>AAA Energy Service Co.</b>
		<b>Pittsfield, ME</b>
	<b>Price</b>	<b>\$ 206,056.78</b>



**CITY OF BANGOR**  
**AWARD RECOMMENDATION**

**BID ITEMS:** Fire Suppression and Alarm Systems

**DEPARTMENT:** Airport

<b>BUDGET AMOUNT:</b>	Year 1	<u>\$49,610.90</u>	<b>AMOUNT OF AWARD:</b>	<u>\$156,051.51</u>
	Year 2	<u>\$51,670.20</u>		
	Year 3	<u>\$54,770.41</u>		
	Total	<u>\$156,051.51</u>		

**ACCOUNT NUMBER:** 8506-73010000  
8506-73010800  
8513-73010000  
8513-73010800

**VENDOR(S) RECOMMENDED:** Siemens Industry Inc.

**Past Experience with Vendor :**  Excellent  Good  Fair  
 Poor  None

**OTHER COMMENTS:**

Airport staff is requesting Finance Committee approval to award this bid to the low bidder, Siemens Industry Inc. in Scarborough, Maine. Three bids were received and reviewed. The low bid was in the amount of \$156,051.51.

All airport and its leased commercial buildings require fire suppression systems, alarm systems, and monitoring per state and federal fire code. These systems require periodic inspections, regular preventive maintenance, emergency maintenance service, and monitoring services. This contract will provide the specialized monitoring and maintenance expertise required for state and federal compliance. Funding for this project was approved as part of the FY27 operating budget. Staff recommends approval.



CITY OF BANGOR

**City of Bangor Bid Tabulation**  
**Bid: Fire Suppression and Alarm Systems Inspection Services**  
**Proposal No. P26-58**

**Bid Opening: June 17, 2026**

	<b>Siemens Industry Inc.</b>	<b>Encore Fire</b>	<b>Johnson Controls</b>
	<b>Scarborough, ME</b>	<b>Lewiston, ME</b>	<b>Westbrook, ME</b>
<b>Year One Price</b>	\$ 49,610.90	\$ 80,633.00	\$ 59,952.58
<b>Year Two Price</b>	\$ 51,670.20	\$ 72,033.00	\$ 61,612.55
<b>Year Three Price</b>	\$ 54,770.41	\$ 75,258.00	\$ 63,322.27
<b>Total Price</b>	<b>\$ 156,051.51</b>	<b>\$ 227,924.00</b>	<b>\$ 184,887.40</b>
Was Proposal Responsive?	Yes	Yes	Yes



## **CITY OF BANGOR** **AWARD RECOMMENDATION**

**BID ITEMS:** PBB and BHS Preventive & Emergency Maintenance  
Passenger Boarding Bridges (PBB), and Baggage Handling System (BHS)

**DEPARTMENT:** Airport

**BUDGET AMOUNT:** \$102,013.00      **AMOUNT OF AWARD:** \$102,013.00

**ACCOUNT NUMBER:** 8506-73020625  
\_\_\_\_\_  
\_\_\_\_\_

**VENDOR(S) RECOMMENDED:** Vanderlande Industries Inc

**Past Experience with Vendor :**     Excellent     Good     Fair  
                                          Poor             None

**OTHER COMMENTS:**

Airport staff is requesting the Finance Committee approval to award this bid to the sole bidder, Vanderlande Industries Inc, in Marietta, GA in the amount of \$102,013.00. This was posted in the Equipment Services and Purchases category and 62 subscribers were notified through the NotifyME system.

Vanderlande Industries Inc has a positive history with the City, completing projects and conducting preventive maintenance and emergency service for the Airport. Their office located in Portland, Maine has been responsive to BGR needs. Funding for this project was approved as part of the FY27 operating budget. Staff recommends approval.



**CITY OF BANGOR**

**City of Bangor Bid Tabulation  
Bid: Preventive & Emergency Maintenance  
Proposal No. P26-57**

**Bid Opening: June 17, 2026**

	<b>Vanderlande Industries</b>
	<b>Marietta, GA</b>
<b>Price</b>	<b>\$ 102,013.00</b>
Was proposal responsive?	Yes



CITY OF BANGOR

## AGENDA

### **Business & Economic Development Committee**

Monday, July 6, 2026

73 Harlow Street – Council Chambers

Bangor, Maine

Immediately following Finance Committee

1. **Proposed Lease with Bangor International Airport**
  - A. **Varney Aviation**  
*Action request: Send recommendation to full Council*
  
2. **Economic Development Initiatives**
  - A. **Venture Forward with the Roux Institute**
  - B. **AI Hub Partner**  
*Action request: Provide staff comments or feedback*
  
3. **Executive Session: Acquisition of real property or economic development 1 M.R.S.A. § 405(6)(C) – 2 items**
  
4. **Possible Actions on Executive Session Items**  
*Action request: Forward to Council*

#### **Upcoming Items:**

*Long Term Rental Program Discussion – July 2026*

*Presentation from UMO Economic Development Interns – July 2026*

*Short Term Rental Overview – August 2026*

*Code Division Overview of Procedures and Protocols – August 2026*

*Feasibility Study Work on City-Owned Properties – August 2026*



## Memorandum

To: Business & Economic Development Committee  
From: Jose F. Saavedra, Airport Director  
CC: Anne Krieg, Director of Community & Economic Development

Re: Varney Aviation, LLC – Hangar Lease Renewal

Date: June 30, 2026

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Varney Aviation, LLC, a long-standing tenant at Bangor International Airport (BGR), is nearing the expiration of its current lease for Building #457 (Old Repair Station) and has requested to renew its tenancy. Airport staff have negotiated a new lease that will allow the tenant to continue occupying the facility for aircraft storage and related aviation activities.

The proposed lease maintains substantially the same terms and conditions as the current agreement while incorporating updated standard lease language and current Airport lease provisions. The agreement also updates the annual rental adjustment methodology to the greater of the annual Consumer Price Index (CPI-U) or 3.5%, consistent with the Airport's current leasing practices.

The proposed lease provides for an initial five-year term commencing May 1, 2026, at a monthly rental rate of \$2,523.53, with the opportunity for the parties to negotiate up to two additional one-year renewal terms, provided the tenant remains in good standing.

Airport staff recommend approval of the proposed lease by the Business & Economic Development Committee and subsequent approval by the City Council.

## LEASE

THIS LEASE, is executed this \_\_\_1st\_\_\_ day of May, 2026, by and between:

CITY OF BANGOR, a municipal corporation organized and existing under and by virtue of the laws of the State of Maine, and having its principal offices at 73 Harlow Street, Bangor, Maine (hereinafter referred to as "**Lessor**")

AND

Varney Aviation, LLC, a limited liability company organized and existing under the laws of the State of Maine (hereinafter referred to as "**Lessee**").

WITNESSETH:

WHEREAS, Lessor is the owner of an airport commonly known as "Bangor International Airport" located in the City of Bangor, County of Penobscot, State of Maine (hereinafter referred to as the "**Airport**"); and

WHEREAS, Lessee's wishes to lease Building #457 (also known as the Old Repair Station) for the purpose of parking an aircraft owned or operated by Lessee and the storage of parts and materials for use in the operation of said aircraft.

NOW, THEREFORE, the parties do mutually agree as follows:

### ARTICLE 1. PREMISES

The Lessor, for and in consideration of the rents to be paid and the obligations to be performed by Lessee as hereinafter provided, does demise and lease to Lessee, and the Lessee does hereby take and hire, upon and subject to the terms and conditions provided for herein the following described Premises in its present physical condition and in an as is, where is condition:

Building # 457 (also known as the Old Repair Station), consisting of a hangar of approximately 6,018 square feet in area and the parking area immediately adjacent and behind the building

all as shown on the plan attached hereto as Exhibits B and C and incorporated by reference (the "**Premises**").

### ARTICLE 2. TERM

**A.** This Lease shall be effective for a five year "**Term**" commencing on May 1, 2026 ("**Commencement Date**") and terminating on the five-year anniversary of the Commencement Date ("**Termination Date**") unless terminated prior to the Termination Date or extended pursuant this Agreement or law.

**B.** Provided that the Lessee is not in default of the terms and conditions of this Lease, the Parties may negotiate to renew the Lease two (2) times for a period of one (1) year each.

### **ARTICLE 3. COMPUTATION OF RENT**

- A.** The "**Rent**" to be paid in advance by Lessee to Lessor during the initial term of this agreement shall be TWO THOUSAND, FIVE HOUNDRED, TWENTY THREE DOLLARS AND FIFTY THREE CENTS (\$2,523.53) per month due on the first day of each and every month.
- B.** The Rent will be increased each year on the anniversary of the commencement of this lease by a percentage equal to the percentage increase in the Consumer Price Index (CPI-U) or 3.5%, whichever is greater.
- C.** The term "**Consumer Price Index**" is the annual unadjusted Consumer Price Index for All Urban Consumers ("**CPI-U**") published by the United States Department of Labor, Bureau of Labor Statistics. In the event that the CPI-U index should cease to be published during the term of this lease, the rental adjustment for the option period shall be calculated as stated above by reference to the annual percentage change in any substitute index published by the U.S. Department of Labor or other reliable source which authoritatively represents the annual change in urban consumer prices in the United States over the preceding calendar year.
- D.** Lessee shall pay all Rent herein required, without prior demand therefor, in lawful money of the United States, at the address of the Lessor as set forth herein or at such other reasonable places as the Lessor may designate.
- E.** In addition to Rent, Lessee shall pay all fees or charges required to obtain security badges, parking approvals, or other permits or permissions required to access and/or operate at the Airport as required by Lessor's generally applicable rules, regulations, and policies.

### **ARTICLE 4. USE, OCCUPANCY AND ALTERATIONS TO PREMISES**

- A.** Lessee shall have the right to use, occupy, and maintain the Premises in a reasonably businesslike, careful, clean, and reasonably safe manner for the purposes of parking an aircraft owned or operated by Lessee, the storage of parts and materials for use in the operation of said aircraft, and for no other purposes whatsoever without the prior written consent of the Lessor whose consent shall not be unreasonably withheld. Lessee shall have the right to park aircraft outside of the Premises, on the parking area directly outside of the hangar, at no cost, providing no other aircraft occupies the leased space. Lessor reserves the right to charge parking fees for additional aircraft housed outside of the hangar when another aircraft occupies the leased space.
- B.** Lessee may wash aircraft within the confines of the Premises provided no pressurized 'power washing' system is used and drainage takes place via the installed floor drains. No liquids other than water or water with soap residue shall be directed into the floor drains. Lessee hereby agrees to reimburse the Bangor International Airport for any fines levied against it as the result of Lessee's use of the floor drains.
- C.** Lessee shall not use, occupy or maintain said premises in any manner that violates or would cause the City to violate any municipal, state, or federal law or regulation, and, in particular, regulations of the Federal Aviation Administration relating to the operation of Bangor International Airport as a public airport.

**D.** Lessee shall make a good faith effort to inform its employees and visitors of the rules and regulations of the Bangor International Airport and shall cooperate in every way with the Airport Manager to ensure that such rules and regulations are obeyed.

**E.** Lessee shall have the right to make alterations and improvements to the premises as it may choose, subject to the prior written approval of the Airport Manager, which shall not be unreasonably withheld, and provided that such alterations, additions and improvements do not weaken the structural integrity of the building, nor decrease its functional quality, appearance, or value, and further provided that any such work shall be done entirely at the Lessee's own expense and will include returning disrupted surfaces to a serviceable and attractive condition. Lessor shall provide all plans for such alterations and improvements to the Airport Manager no later than thirty (30) days prior to commencement of the work.

**F.** Lessee shall have the right to erect signs on the Premises subject to the prior written approval of the Airport Manager and provided that such signs comply with the City's Sign Ordinance, Airport rules and regulations or other applicable policies, and applicable FAA Regulations.

**G.** Lessor, through its agents, shall have at all reasonable times the right, upon reasonable notification to the Lessee, to go on or in, and inspect the premises with an authorized representative of the Lessee, and the right of access to utility and other building systems located on the Premises for the purposes of maintenance, repair, correction, or inspection. For purposes of this paragraph, "reasonable notification" shall include any actual notification to the Lessee or its agent not less than one business day prior to the date of inspection. "Reasonable times" shall mean any time during Lessee's regular business hours, or during normal weekday business hours if Lessee shall cease operations or shall maintain other than normal business hours. Lessor reserves the right to affect emergency repairs to any utility systems located on the demised premises at any time, without prior notice or with such notice as is reasonable given the nature of the emergency concerned, and to have access for this purpose.

**H.** Lessee's employees, contractors, and consultants shall park in a location designated by the Airport and Lessee shall pay the applicable parking rates or fees. Lessee may obtain approval for ramp access for up to two (2) vehicles from the Airport. Said vehicles must display the issued decals at all times when used within the Airport's secured area and may not be operated outside the immediately vicinity of Building # 457. Said vehicles must also be operated or be under the control of a person authorized by the Airport to operate Airport access gates. Said vehicles' access shall be limited to Gate 11.

**I.** Welding equipment, pressurized air systems, painting equipment, flammable liquids in containers larger than one (1) liter each or five (5) liters aggregate, any equipment or appliances designated to operate with an open flame, and any other items that pose any fire danger are prohibited from being stored in the leased Premises without prior written approved by Airport management.

**J.** Any and all electrical power or heating equipment used in the leased Premises must be UL approved.

K. Lessor shall be responsible for the removal of snow from within the Airport's security fence and within five (5) feet of the leased Premises and for the sanding of iced apron areas within five (5) feet in front of the leased Premises. Lessor is responsible for snow removal and sanding for the vehicle parking area. Lessee is responsible for snow removal from areas within the first five (5) from the leased Premises.

L. Lessee shall comply with all terms and conditions included as Exhibit A.

#### **ARTICLE 5. HAZARDOUS MATERIALS AND WASTE**

A. Lessee hereby covenants and agrees that it shall not, during the term of this lease, including any extension or renewal hereof, permanently place, cause to be placed, deposit or discharge any hazardous waste upon the demised premises, or upon any other portion of the Airport, and further expressly agrees that it shall indemnify Lessor from any and all costs, expense or liability, of whatever kind or nature, incurred by the Lessor in detecting, evaluating, removing, treating, disposing of or otherwise responding to any hazardous waste placed or deposited in violation of this paragraph.

B. **"Hazardous Waste"** means every substance now or hereafter designated as a hazardous waste under any provision of State or Federal law.

C. Lessee hereby covenants and agrees that it shall not, during the term of this lease, including any extension or renewal hereof, violate any local, state, or Federal regulation, ordinance or statute pertaining to hazardous waste or hazardous material.

D. Lessor expressly agrees that it shall indemnify Lessor from any and all costs, expense or liability, of whatever kind or nature, incurred by the Lessor for any such violation. Such costs shall include, without limitation, Lessor's costs of defending any suit filed by any person, entity, agency, or governmental authority; paying any fines imposed in connection with such suit; paying any judgments or otherwise settling any damage claims; complying with any order by a court of competent jurisdiction directing the Lessor to take remedial action with respect to such waste; and of all associated attorney's fees and costs.

E. Lessor hereby holds Lessee harmless from any and all hazardous waste, or hazardous waste conditions existing prior to the execution of this agreement. Any and all hazardous waste or hazardous waste conditions must be determined to be the act of, or be caused by the Lessee to become the Lessee's responsibility.

F. Lessee's obligations under this Article shall survive the expiration or termination of this Lease.

#### **ARTICLE 6. LIABILITY AND PROPERTY DAMAGE INSURANCE**

A. The Lessee during the entire term of this Agreement, including any extension thereof, shall maintain, at its sole expense, insurance of the following types with companies authorized to do business in the State of Maine:

Comprehensive General Liability (Public Liability)

\$1,000,000.00 each occurrence

\$2,000,000.00 aggregate

Automotive Liability Insurance

\$1,000,000 per vehicle

Worker's Compensation Insurance

Statutory

- B.** Lessor shall not be required to provide insurance coverage and shall have no responsibility for any property owned by the Lessee or third parties which may be located on or in the Premises.
- C.** Lessee shall provide a waiver of any rights of subrogation which Lessee may have against Lessor, its agents, or its employees.
- D.** Lessee shall cause to be furnished to the Lessor, at the time of execution of this lease, evidence in the form of certificates of insurance of the existence and continuance in force of the insurance required hereunder. Said certificates shall name
- E.** Lessor as an additional insured and loss payee. Lessee shall cause to be furnished to the Lessor replacement certificates of insurance whenever the insurance policies are renewed. Lessor shall be notified of any changes or discontinuances of coverage.
- F.** The minimum insurance coverage required under this Article shall be deemed to be automatically adjusted whenever the Maine State Legislature shall increase the Lessor's maximum liability for personal injury or property damage claims brought under the Maine Tort Claims Act. In the event of such an increase, the minimum insurance coverage required shall be no less than the Lessor's maximum liability for such claims under the Maine Tort Claims Act.

**ARTICLE 7. INDEMNITY**

- A.** General Indemnification. Lessee shall defend, indemnify, and hold completely harmless Lessor and its inhabitants, officers, employees, and agents from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert witness fees), of any nature whatsoever arising out of or incident to this agreement and/or the use, occupancy, conduct, or management of the leased premises or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, licensees, or invitees, except to the extent such injury, death, or damage is caused by the negligence of the Lessor. The Lessee shall give to Lessor reasonable notice of any such claims or actions. The Lessee shall also use counsel reasonably acceptable to Lessor in carrying out its obligations under this Article.
- B.** Lessee's obligations under this paragraph shall survive expiration or termination of this Agreement.
- C.** Lessee's Waiver of Workers' Compensation Immunity - The Lessee hereby expressly agrees that it will defend, indemnify, and hold the City of Bangor, its inhabitants, officers, employees, and agents completely harmless from any and all claims made or asserted by the Lessee's agents, servants, or employees arising out of the Lessee's activities under this Lease. For this purpose, the Lessee hereby expressly waives any

and all immunity it may have under the Maine Workers Compensation Act in regard to such claims made or asserted by the Lessee's agents, servants or employees. The indemnification provided under this paragraph shall extend to and include any and all costs incurred by the City of Bangor to answer, investigate, defend, and settle all such claims, including but not limited to the City of Bangor's costs for attorneys' fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of the Lessee's agents, servants, or employees against the City of Bangor in regard to claims made or asserted by such agents, servants, or employees.

## **ARTICLE 8. DAMAGE BY FIRE OR OTHER CASUALTY**

Lessor is not required to insure the Premises and any of Lessee's personal property or fixtures against loss by fire and the extended coverages usual in such insurance. In the event of destruction or damage of buildings owned by Lessor on the demised premises, or to any part thereof, and as often as the improvements shall be damaged by fire or other casualty, Lessor shall have the right, but not the obligation, to rebuild and repair the building for occupancy. If Lessor elects not to rebuild and repair, it shall so notify Lessee within thirty (30) days or more expeditiously if possible of its decision. In the event the damages are of such extent as to reasonably prevent Lessee from operating within the demised premises, then Lessee shall have the right to terminate this Lease and shall notify Lessor within the aforementioned time period, and Lessee's obligation to pay rent as herein above provided shall terminate upon receipt of such notice by the Lessor and surrender of the premises by the Lessee.

## **ARTICLE 9. RULES, REGULATIONS, AND LAWS**

**A.** The Premises are located upon the property of the Lessor and commonly known as Bangor International Airport. Therefore, the Lessee shall obey and to cause all of its employees, agents, and customers to obey all municipal ordinances of the City of Bangor, and all State and Federal rules, regulations, or laws pertaining to the operation of the Airport and Lessee's use and occupancy of the Premises.

**B.** Further, it is understood and agreed that Lessor retains a right for the passage of aircraft ("aircraft" being defined as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in the airspace above the property above 342.4' MSL to an infinite height together with the right to cause in all airspace above the property such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landing at, or taking-off from, or operating at, or on the Airport and Lessee does hereby fully waive, remise, and release any right or cause of action which it may now have or which it may have in the future against Lessor due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landing at, or taking-off from, or operating at, or on the Airport. The Lessee specifically agrees to make no claims in any form for damages or reimbursements against the Lessor or against the United States Government for any reason or cause resulting from noise generated from Airport uses.

**C.** Lessee will not use or permit or suffer the use of the Premises in such a manner as to create electrical or visual interference with communication between any installation

upon the Airport, or off the Airport property but associated with FAA or Airport activities, and aircraft, or as to make it difficult for flyers to distinguish between Airport lights and others, or as to impair visibility in the vicinity of the Airport, or as otherwise to otherwise endanger the landing, taking off, or maneuvering of aircraft.

## **ARTICLE 10. TAXES**

**A.** It is covenanted and agreed that all taxes and/or assessments, fees, or charges of any kind whatsoever, as may be imposed during the term hereof, or any extension of the term of this lease, by any governmental authority upon the demised premises are the responsibility of the Lessor. It is expressly agreed that such taxes and assessments shall include all amounts levied as real estate or other property taxes upon the demised premises by the Lessor acting in its governmental capacity.

**B.** Lessee further covenants and agrees to pay when due any and all taxes and/or assessments, fees, or charges of any kind whatsoever, as may be imposed during the term hereof, or any extension of the term of this Lease, by any governmental authority on Lessee's personal property located on the demised premises.

**C.** Lessee further hereby waives any and all rights or privileges of exemption from taxation on the demised premises and on any personal property located therein arising due to public ownership of the demised premises by the City of Bangor.

**D.** Provided however, nothing herein shall be deemed to prohibit the Lessee from contesting the assessed valuation of such property in the same manner as provided by law under Title 36, Maine Revised Statutes, for other non-exempt properties and taxpayers.

## **ARTICLE 11. NONDISCRIMINATION**

Lessee for itself, its representatives, successors in interest and assigns, and as part of the consideration hereof, does hereby covenant and agree that:

(1) no person or group of persons on the grounds of race, color, age, sex, handicap, or national origin, or in any other manner prohibited by law, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the Lessee's use or occupancy of said demised premises; and

(2) in the construction of all improvements, buildings, structures, on, over, or under such land and the furnishing of services thereon, no person or group of persons on the grounds of race, color, age, sex, handicap, or national origin, or in any other manner prohibited by law, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to unlawful discrimination in the Lessee's use or occupancy of the demised premises; and

(3) Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the

right, after failure of Lessee to rectify such breach within thirty (30) days after receipt of notice from Lessor, to terminate this Lease. Provided, however, that Lessor shall not have the right to terminate the Lease under this Article with respect to any complaint of discrimination which is pending final resolution or adjudication before any agency or court of the State of Maine or the United States.

## **ARTICLE 12. COVENANT OF QUIET ENJOYMENT**

The Lessee, subject to the terms and provisions of this lease on payment of the rent, and observing, keeping, and performing all the terms and provisions of the lease on its part to be observed, kept, and performed, shall lawfully, peaceably, and quietly have, hold, occupy, and enjoy the demised premises during the term hereof without hindrance or rejection by the Lessor or any other persons.

## **ARTICLE 13. LIENS**

The Lessor and the Lessee agree that each will promptly discharge (either by payment or by filing of the necessary bond or otherwise any mechanics', materialmen's or other liens against the demised premises, or against any buildings, structures or improvements located thereon, which liens may arise out of any payment due for labor, services, materials, supplies, or equipment which may have been furnished to, or for the Lessor or the Lessee, respectively.

## **ARTICLE 14. MAINTENANCE AND REPAIRS**

**A.** Lessee shall, at its sole expense and cost, throughout the term hereof or any extension, keep and maintain the following in the Premises: interior doors, windows, floor and floor coverings, ceilings, interior walls, and interior paint surfaces in good order and repair, and in tenantable condition, damage by accidental fire and casualty and reasonable wear and tear, as defined in this article excepted. Lessee will also be responsible for cleaning of the Premises, rubbish removal, maintenance of overhead doors, maintenance of cranes, and snowplowing, to the extent applicable to the type of Premises.

**B.** To the extent the Premises include such elements, Lessor shall, at its sole expense and cost, throughout the Term including any extension, keep and maintain the following in the Premises: the building's major structural components: roof, structural walls, foundation, heating, plumbing, and electrical systems including heating, plumbing, and electrical fixtures, exterior doors, and exterior paint surfaces, in good order and repair, and in tenantable condition, damage by accidental fire and casualty and reasonable wear and tear, as defined in this article excepted. Lessor will also be responsible for maintenance of parking areas, grounds landscaping, capital repairs of the overhead doors and capital repairs of the cranes to the extent such elements are included in the Premises.

**C.** "**Reasonable wear and tear**" as used in this Lease shall not be construed to relieve the parties of their responsibility for providing repairs of a routine and regular nature which may from time to time be necessary within their respective areas of responsibility, nor of the obligation to provide maintenance to the demised premises of a nature and degree ordinarily sufficient to prevent damage, breakdown, failures, malfunctions or disrepairs.

## **ARTICLE 15. UTILITIES**

Lessee shall pay the cost of all utilities furnished and consumed on the Premises, including electricity, gas, fuel oil, water, sanitary sewer and stormwater user fees. Lessee accepts all utility fixtures as they now exist.

## **ARTICLE 16. REMOVAL OF PROPERTY**

**A.** Ownership of permanent improvements to the Premises, which may from time to time be made by Lessee that are affixed to the property and are an integral part of the operating systems of the structure as opposed to movable personal property, shall automatically vest in the Lessor as a consideration of the Lease.

**B.** Any movable personal property that may be located, erected or installed on the demised premises by Lessee from time to time during the term of this Lease shall remain the property of the Lessee, and, upon termination or expiration of this Lease, Lessee shall have the right to remove the same from the demised premises within thirty (30) days of said termination. Any such property not so removed within thirty (30) days from the date of termination shall become the property of the Lessor to be disposed of in such way as the Lessor may deem fit. In the event Lessee elects to remove said non-permanent improvements and other personal property, the demised premises shall be returned as near as possible to their original condition existing at the commencement of this Lease, damage by accidental fire and casualty and reasonable wear and tear excepted.

**C.** In the event Lessee shall fail to remove any non-permanent improvements or other personal property within thirty (30) days from the date of termination or final expiration of this Lease, Lessor shall be entitled to recover from the Lessee the Lessor's reasonable costs incurred in removing or disposing of such non-permanent improvements or personal property. In such event, there shall be deducted from Lessor's costs the fair value to the Lessor actually realized from sale, use or other disposition of the particular improvements or personal property concerned.

## **ARTICLE 17. SURRENDER OF POSSESSION**

Subject to the provisions contained in Article XVI, the Lessee shall, upon the termination of this Lease, surrender the quiet and peaceable possession of the Premises.

## **ARTICLE 18. UNITED STATES RIGHTS**

It is understood and agreed that title to the leased premises is in the City of Bangor, provided, however, that the leased premises are a part of Bangor International Airport and that this lease is specifically made subject to any rights the United States of America or any agency thereof may have under any regulation, law, deed, or agreement, including but not limited to grant agreements between Lessor and the United States of America. Should the United States of America or any agency thereof exercise any such rights in or to the Premises, the exercise of such right or rights shall not be considered to be a breach by the City of any covenant or obligation hereunder. If the exercise of such right or rights by the United States of America or any agency thereof makes impractical in Lessee's sole opinion Lessee's intended use of said premises, then Lessee shall have the right, at its sole option, to terminate this Lease without further obligation to the Lessor except for such

obligations as shall have been incurred and accrued prior to the exercise of said option.

## **ARTICLE 19. SECURITY**

Lessee agrees to comply and to ensure all of its contractors, subcontractors, and lower tier contractors comply, with all applicable regulations of the Code of Federal Regulations, City of Bangor ordinances, and Airport rules, regulations, and policies relating to Airport Security, including, but not limited to, Title 49, Code of Federal Regulations, Part 1542; Security Directives and other orders issued from time to time by the TSA; and Lessor's airport security program and badging requirements as in effect at the Airport from time to time. Lessor reserves the right to install security devices in or on the Premises as it deems necessary. If Lessor incurs any fines and/or penalties imposed by TSA or any other governmental authority, or any other expense in enforcing any applicable law pertaining to Airport security as a result of the acts or omissions of Lessee or any of its employees, contractors, subcontractors, or agents, Lessee agrees to pay and/or reimburse the Lessor for all such costs and expenses. Lessee further agrees to rectify at its own expense any security or other deficiency as may be determined as such by the City of Bangor, or any other applicable governmental authority. Lessor reserves the right to take any action necessary to rectify any security or other deficiency, in the event Lessee fails to remedy the security or other deficiency. Lessee is responsible for Lessor's costs and expenses should Lessee take action to rectify the deficiency.

2. Lessee shall have the right to access the Premises provided, however, that only persons issued and displaying a validly issued Airport SIDA badge, or persons escorted by a person wearing such an Airport SIDA Badge with appropriate escort privileges may access the Premises and provided further that all vehicles accessing the Premises must be driven by a person holding a validly issued security credential authorizing such person to drive a vehicle or be escorted by a vehicle driven by a person holding such a security credential to the extent required to access the Premises.

## **ARTICLE 20. TERMINATION**

It is covenanted and agreed that:

(1) If the Lessee shall neglect or fail to pay Rent or other fees or charges payable pursuant to this Lease or any rules, regulations, or policies generally applicable to Lessor or other similarly situated Airport tenants, and such default shall continue for a period of ten (10) days after written notice thereof by Lessor; or

(2) If Lessee shall neglect or fail to perform or observe any of the other covenants, terms, provisions, or conditions on its part to be performed, or observed, and such neglect or failure shall continue for a period of thirty (30) days after written notice thereof by Lessor, or if such covenants, terms, provisions, or conditions cannot be performed or observed within said thirty (30) day period, if Lessee fails to diligently prosecute the curing of such neglect or failure; or

(3) If any assignment shall be made of the property of the Lessee for the benefit of creditors; or

(4) If a receiver, guardian, conservator, or trustee in bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of the Lessee's

property by a Court of competent jurisdiction; or

THEN, IN ANY OF SAID CASES OUTLINED ABOVE (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), the Lessee may be considered in default hereunder, and the Lessor lawfully may, immediately or at any time thereafter, and without demand or notice, enter into and upon the Premises or any part thereof in the name of the whole, and repossess the same, and expel the Lessee and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. Upon such entry, this Lease shall terminate, and the Lessee shall be liable to pay as rent, amounts equal to the several installments of rents and other charges reserved as would have become due under this Lease if this Lease had not been terminated or if the Lessor had not entered or reentered as aforesaid.

Notwithstanding the foregoing, Lessee's liability shall not exceed the difference, if any, between the Rent, fees, and charges which would have been due had there been no such termination, and the amount being received by Lessor as Rent from any new tenant or occupant of said premises. In order to mitigate Lessee's damage hereunder, Lessor agrees to make every reasonable effort to secure subsequent tenants, at a rent that is consistent with the fair market value or other rents charged by Lessor for similar premises at the Airport.

#### **ARTICLE 21. ATTORNEYS' FEES**

**A.** The Lessee shall pay to the Lessor a reasonable attorneys' fees incurred by the Lessor in the event the Lessor employs an attorney to collect any rents due hereunder and secures a judgment in connection with collection of said rent, or legal process is levied upon the interest of the Lessee in this Lease or in said premises, or in the event Lessee violates any of the terms, conditions, or covenants on the part of the Lessee herein contained, provided also that Lessee shall have failed to promptly correct the violation of any term, condition, or covenant after receipt of notice that it is in violation thereof.

**B.** In the event Lessor employs its City Solicitor or an assistant solicitor to collect rents or otherwise protect Lessor's interests under this Lease, "reasonable attorneys' fees" under this Article shall mean the reasonable cost of services provided by Lessor's Solicitor or assistant solicitor, at the rate charged for similar services by private attorneys in the Bangor area.

#### **ARTICLE 22. ASSIGNMENT, SALE, AND SUBLETTING**

**A.** The Lessee shall not at any time assign, sell, convey, or transfer this Lease or any interest therein, or sublease or sublet or rent the premises, or any part thereof, without the prior written consent of the Lessor. In the event of an approved sublease, all provisions of this Lease shall extend to, bind and inure to the benefit of not only the Lessor and Lessee but also their successors and assigns.

**B.** Lessee shall have the right to assign this Lease to any corporation with which it may have become merged, consolidated, or otherwise associated, or to any corporation or holding company having the controlling interest in the Lessee, or to any corporation

which may be a subsidiary of the Lessee. In no event however, shall the Lessee named herein be relieved from any obligations under this Lease by virtue of any such assignment or subletting.

### **ARTICLE 23. AUTHORITY TO ENTER INTO AGREEMENT**

**A.** The Lessor hereby represents and warrants that it has taken all necessary procedural and legal steps as required by federal, state, and local laws and regulations for the purpose of authorizing the execution of this agreement and that execution of this agreement by the City of Bangor City Manager renders this agreement a valid and binding document on the part of the Lessor and that the same is fully enforceable in all of its terms and conditions by the Lessee.

**B.** Lessee hereby represents and warrants that it has taken all necessary procedural and legal steps as required under all state, local, and federal laws and regulations, and all necessary corporate action to authorize the execution of this agreement by its undersigned corporate officers and that upon such execution this agreement is a valid and binding document on the part of the Lessee and is fully enforceable in all of its terms and conditions by the City of Bangor.

### **ARTICLE 24. WAIVER**

Failure on the part of the Lessor to complain of any action or nonaction on the part of the Lessee no matter how long the same may continue, shall never be deemed to be a waiver by the Lessor of any of Lessor's rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Lessor, shall be construed as a waiver of any other provisions hereunder, and that a waiver at any time of any of the provisions hereof shall not be construed at a subsequent time as a waiver of the same provisions. The approval of Lessor of any action by the Lessee requiring the Lessor's consent or approval shall not be deemed to waive or render unnecessary the Lessor's consent or approval of any subsequent similar act by the Lessee.

### **ARTICLE 25. NOTICE**

**A.** Notices to the Lessor provided for in this Lease shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid to:

City Manager  
City of Bangor  
City Hall  
73 Harlow Street  
Bangor, Maine 04401

with a copy to Airport Manager, Bangor International Airport, 289 Godfrey Boulevard, Bangor, Maine 04401.

**B.** Notices to Lessee, are to be sent by registered or certified mail, return receipt requested, postage prepaid, addressed to:

Tim Varney, President  
Varney Aviation, LLC  
32 Oak Street  
Bangor, ME 04401

or to such other respective addresses as the parties may designate to each other in writing from time to time.

#### **ARTICLE 26. INVALIDITY OF PARTICULAR PROVISIONS**

If any term or provisions of this Lease or the application thereof to any person or circumstances is hereafter determined to be to any extent invalid or unenforceable, the remainder of this Lease or the application of such terms and provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and such term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

#### **ARTICLE 27. CONSTRUCTION**

The headings appearing in the Lease are intended for convenience and reference only, and not to be considered in construing this Lease.

#### **ARTICLE 28. NO PARTNERSHIP OR JOINT VENTURE CREATED**

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein nor any acts of the parties shall be deemed to create any relationship between the parties other than the relationship of landlord and tenant.

#### **ARTICLE 29. GOVERNING LAW**

This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine, as the same may from time to time exist.

#### **ARTICLE 30. MEMORANDUM OF LEASE**

The parties agree not to record this lease; however, upon request of either, the other shall prepare and execute a Memorandum of Lease in a form suitable for recording at the Penobscot Maine Registry of Deeds, as evidence of Lessee's interest in the premises demised herein.

#### **ARTICLE 31. AMENDMENT TO LEASE**

This Lease contains all the terms and conditions between the parties hereto and no alteration, amendment, or addition hereto shall be valid unless in writing and signed by both parties hereto.

## EXHIBIT A

### REQUIRED FEDERAL PROVISIONS

Compliance with Nondiscrimination Provisions. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest (referred to in this Exhibit A collectively as “Lessee”) agrees as follows:

**Compliance with Regulations:** Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

**Non-discrimination:** Lessee, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by Lessee of Lessee’s obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

**Information and Reports:** Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to Lessee or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of Lessee’s noncompliance with the Non-discrimination provisions of this contract, Lessee will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to withholding payments to the Lessee under the Agreement until the Lessee complies, and/or cancelling, terminating, or suspending the Agreement, in whole or in part.

**Incorporation of Provisions:** Lessee will include the provisions of paragraphs one through six of this Exhibit B, Section (A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Lessee will take action with respect to any contract or procurement as Lessee or the Federal Aviation Administration may direct as a means

of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, Lessee may request Lessee to enter into any litigation to protect the interests of Lessee. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

- A. Real Property Acquired or Improved Under the Airport Improvement Program. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Lessee will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.
- C. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - ii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - iii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- vi. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- viii. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- ix. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- xii. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

D. General Civil Rights Provision. In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and

Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration.

- E. Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, Lessee will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.
- F. Subcontracts. Lessee agrees that it shall insert the above provisions (Section (A) through Section (F)) in any agreement by which Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

***[Remainder of page intentionally left blank]***

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

**WITNESS:**

**CITY OF BANGOR**

**By**

**Its CITY MANAGER**

**LESSOR**

**WITNESS:**

**VARNEY AVIATION, LLC**

**By**

**Its PRESIDENT**

**LESSEE**



CITY OF BANGOR

Anne M Krieg, AICP - Director

## Community & Economic Development

### Memorandum

To: BED

From: Anne Krieg

Date: July 1, 2026

**Regarding: Collaboration with Roux Institute and EMDC**

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The memorandum is prepared to update the committee on a collaboration project with Eastern Maine Development Corporation (EMDC) and the Roux Institute.

The Roux Institute is a partnership with the Roux, the Harold Alfond Foundation and Northeastern University to bring a unique learning model to Maine. Committee members can read about the Roux here: <https://roux.northeastern.edu/story/our-story/>

The Roux has branched out their learning models to training entrepreneurs. The program for this model is called Venture Forward. This is a partnership with the city, and, in this case, EMDC, to commence here in Bangor in the fall of 2027. There is advance work and outreach to make this schedule work best. You can read more about Venture Forward here: <https://roux.northeastern.edu/entrepreneurship/venture-forward/>

This is a strategic investment in the city's long-term economic competitiveness. The program is designed specifically to help small businesses and entrepreneurs grow, innovate, become more resilient through a combination of training, mentorship, university expertise, and peer collaboration. Business Retention has been a concern by Councilors over the last 5 years, thus this work is in keeping with the continued goal in supporting the business community.

For Bangor, the benefits are significant:

- **Strengthens Bangor's small business ecosystem.** Small businesses are the backbone of Bangor's economy. Venture Forward helps existing businesses—not just startups—improve operations, identify new markets, adopt new technologies such as artificial intelligence, and develop practical growth strategies that can lead to increased sales and job creation.
- **Brings excellent expertise to Bangor.** Through the Roux Institute, Bangor businesses gain access to faculty, business experts, mentors, researchers, and Northeastern University's innovation network—resources that would otherwise be difficult for many local businesses to access. This national attention to the Bangor business community benefits our long-term goals of marketing beyond Bangor.

- **Supports innovation without requiring businesses to relocate.** Entrepreneurs and established companies can receive advanced business coaching and innovation support while remaining in Bangor, helping retain talent and investment in the region.
- **Develops a stronger entrepreneurial culture.** The cohort model encourages business owners to learn from one another, build lasting professional relationships, and create a network of local leaders who continue collaborating long after the program ends.
- **Accelerates technology adoption.** A major component of Venture Forward is helping businesses use AI, data, and digital tools to become more productive and competitive. As technology rapidly changes nearly every industry, this gives Bangor businesses an important competitive advantage.
- **Supports business retention and expansion.** As noted by previous Council goals, economic development is about helping existing businesses succeed as much as attracting new ones. By helping local companies innovate and grow, Bangor can retain employers, create new jobs, and strengthen its tax base.
- **Builds workforce capacity.** Business owners and their employees develop new leadership, strategic planning, and technology skills that strengthen the local workforce and make the region more attractive to future employers.
- **Enhances Bangor's reputation as an innovation center.** Collaborating with the Roux Institute demonstrates that Bangor is committed to entrepreneurship, innovation, and preparing businesses for the future economy. This complements the city's ongoing investments in downtown revitalization, housing, business development, as well as other economic development ventures as the Innovation Center and the Central Kitchen.

### **Why this partnership makes sense for Bangor**

Bangor already serves as the commercial, healthcare, education, and service center for much of northern and eastern Maine. A partnership with the Roux Institute and EMDC builds on these existing strengths by giving local businesses access to cutting-edge innovation resources while reinforcing Bangor's leadership role in the regional economy.

Rather than focusing solely on recruiting new businesses, Venture Forward helps grow the companies that are already invested in Bangor—creating a stronger, more resilient economy from within. It aligns with Bangor's business retention goals, which include supporting entrepreneurs, fostering innovation, retaining talent, and ensuring the city's businesses remain competitive in an increasingly technology-driven marketplace.

The cost to the city for this program will be \$40,000, budgeted for the 2027-28 Fiscal Year. Roux understands this is conditional on and approved budget for next year.

amk

## Master Collaboration Agreement

This Master Collaboration Agreement (“Agreement”) is executed as of \_\_\_\_\_ by and between Northeastern University for The Roux Institute at Northeastern University (“Institute”), a Massachusetts nonprofit corporation with its principal place of business at 360 Huntington Ave., Boston, MA 02115, and the City of Bangor, with its principal place of business at 73 Harlow Street Bangor, ME 04401

### Background

The Institute is a learning and research institute based in Portland, Maine, founded to partner with local, national, and multinational employers to design in-demand educational curricula and shape an industry-focused research agenda, promoting talent development and use-inspired research in the critical fields of computer and information sciences, artificial intelligence, and advanced life sciences. Through collaborations with leading employers, the Institute aims to align its learning and research initiatives with the talent demands and research questions facing employers.

This Agreement defines broadly the activities to be undertaken and the respective rights and obligations of the parties with respect to such collaboration (“Collaboration”) and anticipates the execution of one or more statements of work under this Agreement to provide program- or project-specific details.

By working together, the parties will:

- Help Bangor based small businesses to scale, adopt new tools and technology, and reach new markets.
- Develop systems, toolkits, and capacity within the small business community to ensure long-term outcomes beyond the program period.
- Catalyze economic impact, mobility, and new opportunity in the state of Maine and surrounding region.

### City of Bangor Responsibilities

City will support the Institute and its mission in one or more of the following ways, as the parties mutually agree:

- Collaborate with the Institute to develop goals and objectives for learning and innovation-related programming.
- Explore opportunities for collaboration between the City, the Institute, and Northeastern University.
- Promote Venture Forward Bangor with local business leaders and small business owners.



- In agreed upon marketing activities, permit the Institute to announce and refer to the City of Bangor as a “Strategic Partner” and publicly support the Institute through co-branding or co-advocacy initiatives.

### The Roux Institute Responsibilities

To provide relevant, customized value to City, and in service of the collaboration objectives, the Institute will engage in some or all of the following activities, as the parties mutually agree:

- Collaborate with designated City leaders and experts on the goals and objectives of learning and innovation programming.
- Develop and deliver a cohort-based program designed to support Bangor-based entrepreneurs, local business leaders and small business owners in scaling their ventures, exploring new markets, and building long-term sustainability through hands-on workshops and mentorship.
- In connection with agreed upon marketing initiatives, permit City to announce and refer to its position as a “Strategic Partner” of the Institute and publicly support City through co-branding or co-advocacy initiatives.

### Agreement

In furtherance of the goals stated above, and in consideration of the covenants set forth below, the parties mutually agree as follows:

**1. Collaborative Efforts.** The parties shall engage in the activities and provide mutual consultation and support as described in the Statement of Work attached as Exhibit A to this Agreement (the “Activities”). The parties shall make their designated representatives available to consult with each other as needed or reasonably requested concerning the Activities. Subsequent Statements of Work may be appended to this Agreement from time to time as mutually agreed.

City will actively communicate to relevant parties about the Activities, consistent with the terms of this Agreement, and related opportunities available under this Agreement. The parties will engage in joint or coordinated communication and advisory efforts to prospective participants as agreed.

**2. Finances.** The parties will undertake the financial obligations and commitments with respect to the Activities as set forth in the attached Exhibit A. Neither party shall have any obligation to make any payment or reimbursement to the other party for any expenses or fees incurred in connection with the Activities except as provided in Exhibit A or as otherwise mutually agreed in writing.

**3. Term and Termination.** The term of this Agreement shall begin as of the date hereof and shall continue in effect until terminated by written agreement of the parties or until either party provides at least

ninety (90) days' written notice of termination or until otherwise terminated as provided herein. Either party may terminate this Agreement with 30 days' prior written notice if the other party breaches any material provision hereof and fails to cure such breach within the notice period.

Upon expiration or termination of this Agreement, all licenses to Marks granted herein shall terminate and each party shall stop all uses, directly or indirectly, of the other party's Marks within five (5) business days of such expiration or termination (or as soon as feasible, if more time is needed due to the medium).

**4. Relationship of the Parties.** The status of the parties shall be that of independent contractors and not that of an employee, agent, or partner of the other. Neither party shall have any power or authority to act on behalf of the other or in its name or to bind the other party, either directly or indirectly, in any manner. Each party expressly assumes all tax liabilities associated with any services it provides and any compensation it receives pursuant to this Agreement.

**5. Representations and Warranties; Disclaimers.** (a) Each party represents and warrants to the other that: (i) it has the right, power and capacity and is duly authorized and empowered to execute, deliver and perform this Agreement; (ii) this Agreement, upon execution by its duly authorized representative, will be the legal, valid and binding agreement of such party, enforceable in accordance with its terms and applicable law; (iii) its performance pursuant to this Agreement does not violate any existing agreement or obligation between such party and any third party; and (iv) it has or will have and maintain all necessary permits, licenses, approvals and other authorizations applicable to the performance of its obligations under this Agreement and each Statement of Work. Each party shall engage in the Activities in accordance with the standards of care, skill and diligence consistent with recognized and prudent industry practices, all applicable laws and regulations, the Exhibit(s) to this Agreement, and (as to the Institute) any applicable accreditation requirements.

(b) EACH PARTY MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES IT PROVIDES UNDER THIS AGREEMENT AND HEREBY DISCLAIMS (WITHOUT LIMITATION) ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**6. Confidential Information.** Each party (the "receiving party") acknowledges that in connection with this Agreement and the Activities hereunder, the other party (the "disclosing party," which for purposes of this Section 6 shall include its affiliates and their employees, agents, and contractors) may provide, and the receiving party and its affiliates and their employees, agents, and contractors, each of whom must be subject to confidentiality obligations substantially similar to those contained herein (collectively, "Representatives"), may acquire and make use of, certain confidential information of the disclosing party relating to the provision of the Activities. Such information may include, but is not limited to, this Agreement, reports, methods of operation, training materials, policies, protocols, procedures, budgeting, staffing needs, databases, marketing research, fee schedules, and other proprietary, business, financial and other information connected with or related to the disclosing party that is not generally known to the public and is marked as "Confidential" or should, by its nature, reasonably be recognized as confidential (collectively, "Confidential Information").

The receiving party and its Representatives shall not use or access the disclosing party's Confidential Information except as required in connection with the performance of its obligations hereunder, or

disclose the Confidential Information to any third party, unless the disclosing party consents in writing to such use or disclosure, or such disclosure is required by law or required to perform this Agreement. If the receiving party or any of its Representatives receives a request or demand from a third party for the disclosure of Confidential Information, the receiving party shall, if permitted, promptly provide written notice to the disclosing party of such request or demand, including a copy of any written document of such request or demand. Notwithstanding the above, the City, as a public entity, is subject to the Maine Freedom of Access Act (FOAA), and therefore some or all information provided under this Agreement may be subject to public disclosure unless an exemption applies. The City agrees to notify the Institute promptly of any FOAA request that may involve Confidential Information and, where possible, will coordinate with the Institute to assess whether any such materials may qualify for exemption as proprietary or confidential under applicable law.

To help protect sensitive business information disclosed by participants in the program, the Institute may work directly with such businesses to safeguard and segregate commercially sensitive data to the extent permitted by law.

The obligation not to disclose Confidential Information shall not apply to any information that can be shown by competent evidence: (a) is or becomes patented, published, or otherwise part of the public domain other than by the receiving party's breach of this Agreement; (b) is disclosed to the receiving party by a third party that is under no obligation of confidentiality; (c) prior to disclosure under this Agreement, was already in the possession of the receiving party; or (d) is independently developed by the receiving party without access to or use of the disclosing party's Confidential Information and without breach of any of the provisions of this Agreement.

The receiving party agrees to protect and safeguard from and against unauthorized access, use, or disclosure the Confidential Information of the disclosing party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care). Each party agrees that it will be responsible for the compliance of its Representatives and its and their employees, agents, and contractors with the requirements of this Section 6.

Upon the expiration or termination of this Agreement or otherwise upon the request of the disclosing party, all Confidential Information received by the receiving party shall be promptly returned to the disclosing party or, upon request, destroyed with such destruction confirmed in writing by the receiving party in a form reasonably satisfactory to the disclosing party. Without limiting other possible remedies for the breach of these covenants relating to Confidential Information, the parties agree that injunctive or other equitable relief shall be available to enforce these covenants, such relief to be without the necessity of posting a bond, cash, or otherwise.

**7. Intellectual Property.** Each party shall retain ownership of any pre-existing intellectual property (including, without limitation, all copyrights, trademarks, service marks, coursework, presentations, databases, and other proprietary information) it provides for use in connection with the Activities. The performance by each party of the Activities pursuant to this Agreement shall not infringe any copyright, patent, trade secret, or other proprietary right held by any third party.



Neither party may use the name, trademarks, logos, copyrights or service marks (collectively, “Marks”) of the other party, or issue any public statement or press release regarding this Agreement or the Activities, without the other party’s prior written consent.

**8. Conflict of Interest.** During the term of this Agreement, each party shall use reasonable best efforts to avoid conflicts of interest, including but not limited to any situations in which financial or other personal considerations directly or significantly affect, or have the appearance of directly or significantly affecting, the professional duties of such party in its performance of this Agreement. Any potential conflicts of interest shall be promptly disclosed, and the parties shall work cooperatively to resolve such conflicts.

**9. Indemnification; Limitation of Liability.** Company hereby agrees to defend, indemnify and hold harmless the Institute and its trustees, directors, officers, employees and agents (each an “Institute Indemnified Party”) from and against any third-party claims, demands, suits, settlements, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) (each a “Claim”) paid or incurred by, or asserted against, any Institute Indemnified Party, which relates to or arises out of or in connection with (i) the breach of this Agreement by Company; or (ii) the negligence or willful misconduct of Company or any of its officers, directors, trustees, employees, representatives and/or agents; except to the extent such Claim relates to or arises out of or in connection with the negligence or misconduct of, or breach of this Agreement by, the Institute.

The Institute hereby agrees to defend, indemnify and hold harmless Company and its trustees, directors, officers, employees and agents (each an “Company Indemnified Party”) from and against any third-party Claims paid or incurred by, or asserted against, any Company Indemnified Party, which relates to or arises out of or in connection with (i) the breach of this Agreement by the Institute; or (ii) the negligence or willful misconduct of the Institute or any of its officers, directors, trustees, employees, representatives and/or agents; except to the extent such Claim relates to or arises out of or in connection with the negligence or misconduct of, or breach of this Agreement by, the Company.

EXCEPT FOR THE PARTIES’ RESPECTIVE OBLIGATIONS SET FORTH IN THIS SECTION 9, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST REVENUE, LOST PROFITS, OR LOST SAVINGS OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES TO THE OTHER PARTY, HOWEVER CAUSED, IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

**10. Notices.** All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and delivered in person or sent electronically or by nationally recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid to the applicable party at its address set forth below or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Such communications shall be deemed effective on the (i) day on which delivered or sent if delivered in person or electronically (with electronic confirmation of receipt); (ii) first business day after the day on which sent, if sent by a nationally recognized overnight courier; or (iii) third business day after the day on which mailed, if sent by registered or certified mail to:



If to the Roux Institute at Northeastern University:

The Roux Institute at Northeastern University  
100 Fore Street  
Portland, ME 04101  
Attn: Chris Torina, Director of Entrepreneurship  
Contact email: [c.torina@northeastern.edu](mailto:c.torina@northeastern.edu)

If to the City of Bangor:

City of Bangor  
73 Harlow Street  
Bangor, ME 04401  
Attn: Anne Krieg, Director of Economic & Community Development.  
Contact email: [anne.krieg@bangormaine.gov](mailto:anne.krieg@bangormaine.gov)

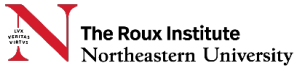
- 10. Captions; Entire Agreement; Amendments.** The caption headings are furnished for the convenience and reference of the parties and do not define, limit, extend or describe the scope of this Agreement or any provision in this Agreement. This Agreement, its Exhibits and any other documents incorporated by reference in this Agreement set forth the entire understanding between the parties regarding the subject matter hereof and supersede all prior and contemporaneous negotiations, agreements and undertakings between the parties with respect to the subject matter hereof. In the event of any inconsistency or conflict between the terms of this Agreement and any exhibit or other document incorporated by reference into this Agreement, the terms of the Agreement shall govern and control. This Agreement may not be amended or modified except by an instrument in writing signed by both parties.
- 11. No Waiver.** Neither the failure nor delay by either party to exercise, in whole or in part, any right or remedy under the Agreement shall operate or be construed as a waiver thereof, nor shall any waiver with respect to any occurrence be construed as a waiver with respect to any other occurrence. No waiver under this Agreement will be effective unless in writing and signed by the party granting the waiver.
- 12. Assignment; Binding Effect.** Neither party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding on the successors in interest and permitted assigns of the parties. This Agreement is being entered solely for the benefit of the parties hereto and nothing in this Agreement shall confer or be interpreted as having conferred any benefit on any third party.
- 13. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maine, without regard to any choice of law principle that would dictate the application of the laws of another jurisdiction.
- 14. Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.



**15. Insurance.** Each party shall carry general and professional liability, property, workers' compensation, umbrella and other insurance of a kind and in an amount generally carried by persons engaged in the same or a similar kind of business and similarly situated, which insurance shall be appropriate to cover risks presented under this Agreement, and will promptly present upon request of the other party a certificate of insurance evidencing such coverage.

**16. Survival; Severability.** The provisions of Sections 4, 5(b), 6, 7, 9, 13 and 16 shall survive any cancellation or termination of this Agreement. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, then such provision shall be deemed stricken here from and the remainder of this Agreement shall remain at all times in full force and effect and such invalid or enforceable provision shall, to the extent legally permitted, be replaced by the valid and enforceable provision that some closest to the parties' intent (if such intent can be determined) underlying the invalid or unenforceable provision.

**17. Force Majeure.** Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any provision of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, but not limited to, earthquakes, fire, floods, embargoes, war, acts of war (whether war is declared or not), government orders or advisories, disease or pandemics, insurrections, riots, terrorism, civil commotions, strikes, lockouts or other labor disturbances, or acts of God; *provided, however,* that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue to perform hereunder with reasonable dispatch whenever such causes are removed.



IN WITNESS WHEREOF, the parties have executed this Master Collaboration Agreement as of the date first set forth above.

NORTHEASTERN UNIVERSITY  
*for the Roux Institute at Northeastern University*

City of Bangor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Statement of Work No. 1:  
Venture Forward Bangor: Small Businesses Innovation**

This Statement of Work (“SOW”), dated \_\_\_\_\_, is hereby made a part of the Master Collaboration Agreement by and between the City of Bangor and The Roux Institute at Northeastern University (the “Agreement”), the terms of which are incorporated in this SOW by reference. All capitalized terms used and not defined in this SOW shall have the meaning ascribed to them in the Agreement.

Northeastern University shall manage and control, and have final decision-making authority with respect to, all matters relating to course requirements and other academic issues, including curriculum, training materials, instructors, and the standards for successfully completing courses, in accordance with applicable Northeastern University academic policies, procedures, course catalogs, and related criteria.

**Custom Course Offering:** 10-12 Bangor-based businesses, with up to 2 participants per business, will take part in a series of customized, instructor-led synchronous seminars developed by the Roux Institute in collaboration with the City of Bangor in the domain of entrepreneurship and business growth strategy. The coursework will be centered on Venture Forward Bangor work projects and deliverables, allowing learning to occur consistent with business needs.

**Venture Forward Bangor Program Overview**

Venture Forward Bangor is a cohort-based program designed to support Bangor -based entrepreneurs, local business leaders and small business owners in scaling their ventures, exploring new markets, and building long-term sustainability through hands-on workshops and mentorship.

**Learning Modules and Activities**

Module	Workshop	Core Activities
1	Kick-off Event: Cohort Building & Growth Mindset	Launch the cohort, foster connections among business owners, and introduce a growth-focused framework to set the stage for scaling.
2	Leveraging AI for Business Efficiency & Growth	Learn to integrate AI tools (e.g., ChatGPT, Claude, Copilot) and prompt engineering techniques into daily operations—streamlining marketing, customer service, and strategic planning.
3	Market Expansion & Customer Discovery	Identify new market segments and conduct customer discovery to validate growth opportunities and guide product or service evolution—leveraging tools and frameworks developed at the Roux and Northeastern University at large.
4	Business Model Optimization	Refine the business model canvas to align with scaling goals—focusing on revenue streams, cost structure, and key partnerships.
5	Strengthening Value Proposition & Pitching	Sharpen your value proposition to stand out in competitive markets and practice pitching for investors, partners, and new customers.
6	Product/Service	Explore ways to improve, expand, or repackage offerings; develop a

	Innovation & Iteration	prototype or pilot concept and gather feedback to iterate.
7	Scaling Operations & Team Development	Learn best practices in scaling operations, building a high-performing team, and putting systems in place to support sustainable growth.
8	Growth Plan Presentations	Present a concrete growth strategy—including market targets, revenue goals, and operational next steps—to mentors and community stakeholders.

## University Collaboration

**Project Personnel** City Partner Lead: Anne Krieg, Executive Director, Bangor Economic Development.  
Roux Content Lead: Anna Ackerman, Entrepreneurship Program Manager

**Session Format / Time Commitment** As a part of the program, the University will deliver:

- Eight learning modules
  - 120 minutes per session
  - Live, instructor-led, virtual and in-person, and synchronous facilitation

**Dates** The University will work with the City of Bangor to identify dates/times that meet the needs of participants. The first session will begin no earlier than September 2, 2027, and the final session will conclude no later than October 21, 2027.

**Learning Outcomes** The course will focus on preparing participants to:

1. **Develop and Execute a Scalable Growth Strategy**  
Participants will leave the program with a customized, actionable growth plan tailored to their business—including identified market opportunities, revenue goals, and operational next steps.
2. **Leverage Emerging Technologies to Drive Efficiency and Innovation**  
Business owners will gain practical skills in using AI tools (e.g., ChatGPT, Claude, Copilot) to streamline operations, enhance marketing, and accelerate decision-making.
3. **Refine Business Models and Strengthen Market Positioning**  
Entrepreneurs will optimize their business model, sharpen their



value proposition, and build confidence in pitching their ventures to potential partners, customers, and funders.

**Credentials**

All participants that successfully complete the seminar will be eligible for a digital badge from Northeastern University.

All custom work hereunder will be coordinated between the designated content partners of each party. In addition to the specific Activities listed in this SOW, the custom design partners will engage in ongoing discussions and discovery related to additional potential customization projects and opportunities.

**Financial Terms**

*The entrepreneurship program offering listed above is based on discovery sessions to date with the City of Bangor*

**Total Fee**

**\$ 40,000.00**

**Implementation and Payment Terms**

Twenty-five percent (25%) of the total program fee shall be due upon execution of this Agreement. The remaining seventy-five percent (75%) shall be due within seven (7) business days after the participating cohort has been selected.

NORTHEASTERN UNIVERSITY

City of Bangor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



CITY OF BANGOR

*Anne M Krieg, AICP - Director*

## Community & Economic Development

### Memorandum

To: BED

From: Anne Krieg

Date: July 1, 2026

**Regarding: Collaboration with Roux Institute and EMDC**

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This memorandum is prepared to update the committee on another collaboration project with the Roux Institute and the University of Maine at Orono (UMO).

The University of Maine System, in partnership with the State of Maine, the Maine Community College System, the Roux Institute, Colby College, and others, is applying for a National Science Foundation grant to establish an AI Hub for Maine. Over the next three years, NSF will select a Hub in each state and U.S. territory.

This Hub is intended to bring together entities across the state that are providing, or could provide, AI awareness, training, or capacity building, making it easier for various audiences to find the resources most appropriate to them and to identify opportunities to improve services to the state.

Their target audience is state, county, and municipal governments. We are working to be the pilot site for this venture here in Bangor.

This work is in keeping with the City's Economic Development strategy, working in technical fields to enhance the business ecosystem and stay current with technology. This work is also in keeping with the City's strategy for high-paying job creation, connecting with area academic institutions, and continues to solidify Bangor's position as a regional hub.

Currently, staff time is requested to prepare a letter of support for the grant application.

amk

## Maine Coordination Hub: AIReady Maine

The Maine Coordination Hub: AI-Ready Maine will expand access to Artificial Intelligence (AI) knowledge, tools, and resources in response to the needs of, and opportunities in, Maine. Guided by the findings of the statewide, interdisciplinary Maine AI Task Force Report published in October 2025 and led by a collaborative team of AI experts from the University of Maine System, the Maine Community College System, the Davis Institute for AI (Colby College), and the Roux Institute at Northeastern University (Portland, ME), with confirmed additional participating organizations including state and local government, businesses, industry stakeholders, and others, it will serve as a statewide resource for AI learning, adoption, and implementation, reaching across sectors and into all domains of life in the state that can benefit from trustworthy AI and greater AI usage. The Coordination Hub will host a robust AI Learning and Resource Navigator, connecting individuals, educators, organizations, and businesses to the strengths of network participants. The Hub will work with state and local policymakers to implement the state AI readiness plan, as well as the plans developed within specific sectors and offices with support from the Hub. It will also serve as a reservoir of expertise and guidance for the further development and refinement of future plans.

The Hub will have a clear mandate to hold statewide convenings and coordinate new communities of practice related to AI usage, responsive to the needs articulated by Mainers and the needs identified by the Maine AI Task Force Report published in October 2025. This will include support from an AI Deployment Corps, connecting the efforts already underway by partners to businesses, communities, and individuals. The Hub will enhance these activities by conducting “Train the Trainer” sessions, incorporating best practices from contributing partners as well as national resources. Capacity building will be prioritized through active discussion by contributors to the Hub, reflecting the business, education, and social realities of life in Maine.

The Hub will work in the economic sectors critical to Maine, and include the participation of partners from within these sectors, including advanced manufacturing, agriculture, healthcare, education, and energy. Maine’s agricultural, forestry, marine, tourism, and industrial sectors will be served alongside the wealth of small businesses that contribute to Maine’s economic vitality. The integration of educational partners will include workforce training engines that respond to the needs of the state.

The Hub will serve as a connective node across the state, avoiding duplication and leveraging the activities of partners alongside federal support. The Hub will also contribute to national best-practice repositories.

Potential Hub Member Responsibilities:

### **1. Share information about resources and offerings**

- Provide and maintain an inventory of the partner's AI-related programs, training, tools, expertise, and services so they can be surfaced through the Hub's Learning & Resource Navigator.
- Notify the Hub when new programs, tools, funding opportunities, or services launch —and when existing ones change or sunset.
- Designate a primary point of contact (and an executive sponsor) for Hub coordination.

### **2. Share learnings and contribute to continuous improvement**

- Contribute lessons learned from AI training, deployment, and implementation work —including what didn't work, not just what did.
- Help refine the Hub's train-the-trainer curriculum by feeding in what's working with the partner's own audiences.

### **3. Share data on participation and outcomes**

- Report participation data —individuals trained, organizations engaged, projects completed —in agreed formats and cadences.
- Where available, contribute outcome data (efficiency gains, business results, completion rates, learner progression).

### **4. Surface needs from the field**

- Bring forward the AI-related needs, questions, and gaps the partner is hearing from its constituents, members, employees, students, or clients.
- Flag emerging sector-specific issues, policy friction points, and demand signals that warrant Hub coordination.
- Participate in the Hub's needs-assessment activities —interviews, sector roundtables, and surveys —so the statewide picture stays current.

### **5. Participate actively in Hub coordination**

- Attend periodic partner convenings and contribute to setting their agendas.
- Serve on relevant communities of practice and sector councils that match the partner's expertise.

## **6. Co-deliver programs, training, and deployment**

- Participate in train-the-trainer sessions, both as trainers and as recipients where appropriate.
- Make subject-matter experts available for Hub-coordinated activities, advisory conversations, and cohort programs.
- Co-design programming that reflects the partner's sector knowledge, and host events, cohorts, or workshops where the fit is natural.

## **7. Connect, refer, and amplify**

- Refer constituents to Hub resources when needs fall outside the partner's scope or when the partner's capacity is exceeded.
- Accept warm handoffs from the Hub and from other partners
- Cross-promote Hub programs through the partner's channels and acknowledge Hub partnership in relevant communications.



## CITY OF BANGOR

### **Government Operations Committee**

**Monday, June 7, 2026**

**73 Harlow Street, Council Chambers**

*Immediately following Business and  
Economic Development Committee*

### **AGENDA**

1. Advisory Committee on Racial Equity, Inclusion and Human Rights Update
2. Public Health Update
3. Resolve: Ratifying Staff Action to Apply for the John T. Gorman Foundation Direct Service Grant Program for up to \$30,000 of Funding Housing Stabilization Activities
4. Resolve: Accepting and Appropriating \$1,869,733 from the Department of Health and Human Services for the Maine Prevention Network for Fiscal Years 2027 and 2028
5. Resolve: Accepting and Appropriating Grant Funds from United State Housing and Urban Development for the Purpose of Funding the Bangor Rental Assistance Program in the Amount of \$1,144,879 (*Referral – Second Reading on 7/13*)
6. Order: Authoring the City Manager to Execute a Lease Agreement with Bangor Nursing Rehabilitation Center for rented space at 103 Texas Avenue for Bangor Public Health & Community Services
7. Proposed Ethics Ordinance Amendment
8. MMA Legislative Policy Committee Ballot
9. Proposed Slate for 2027 MMA Vice President & Executive Committee Members

#### Upcoming Items (subject to change)

*(Items may go to Government Operations Committee or be moved to another committee, depending on timing.)*

- *Council Guidelines Update*
- *Community Connector Update*
- *Built for Zero – HUB 7 Update (Aug. or Sept., may occur at workshop)*
- *HIV Case Management budget update*



**To:** Bangor City Council

**From:** Advisory Committee on Racial Equity, Inclusion, and Human Rights (ACREIHR)

**Date:** July 1, 2026

**Subject:** Quarterly Committee Update

The Advisory Committee on Racial Equity, Inclusion, and Human Rights (ACRE) continues to focus on practical initiatives that improve access to City services, strengthen communication with residents, and provide City Council with information that supports effective decision-making. During this quarter, the committee concentrated its efforts in three primary areas.

### **Language Access & Public Accessibility**

The committee has begun examining Bangor's need for a citywide Language Access Plan (LAP) to ensure residents can effectively access municipal services and participate in local government. The goal of the LAP is to identify practical, strategic, and cost-effective ways for the City to accommodate multilingual residents while confirming that language is not a barrier to accessing City departments or services. This work has included gathering feedback from City departments to better understand existing language needs, exploring the Bangor Police Department's use of Language Line interpretation services, and identifying opportunities to improve consistency across departments. The draft plan also outlines areas for future exploration, including staff training and additional resources that could further strengthen the City's ability to communicate with residents.

To better understand community needs, committee members also met with representatives from the Maine Multicultural Center and Bangor Adult & Community Education. These conversations focused on the languages most commonly encountered in Bangor, existing community resources, and training opportunities that could help City staff and elected officials communicate more effectively with residents whose first language is not English.

### **Public Communication & Community Engagement**

The committee has continued enhancing the ACRE webpage to make it a more useful and accessible resource for Bangor residents. Planned improvements include expanding information about the committee's work, providing meeting updates, and highlighting heritage and cultural observances throughout the year to increase community awareness of local events and opportunities. The webpage now also includes a public contact form giving residents a direct way to share ideas, concerns, and suggestions that can help strengthen community engagement and belonging in Bangor and a community survey will be added soon. (Additional information about the survey is provided below.)

These improvements are intended to make the committee's work more transparent and provide an accessible avenue for residents to communicate directly with committee members.

## **Community Outreach**

For the third consecutive year, ACRE hosted an informational table at Bangor Pride. In addition to sharing information about the committee's work, members invited attendees to complete a brief community feedback survey regarding belonging and inclusion in Bangor.

Although the survey represents a small sample, several themes emerged:

- Participants in the survey said Bangor is an inclusive community, though most respondents indicated it is inclusive "sometimes," suggesting residents recognize positive efforts while also identifying opportunities for continued improvement.
- Respondents consistently identified practical barriers to community participation, with the most frequently cited being lack of accessible transportation, limited awareness of community events, and financial cost.
- Affordable housing, accessible public spaces, transparent communication from city government, and opportunities for community gathering were consistently rated as important priorities.
- Several respondents also noted that Bangor already has many welcoming organizations and community groups, while encouraging the City to continue expanding opportunities for residents to connect and participate.

While this survey is not intended to be statistically representative of Bangor residents, it provides valuable qualitative feedback that complements the committee's ongoing outreach and community engagement efforts. The survey has also been added to the ACRE webpage to collect resident feedback year-round, helping the committee identify community needs, track emerging themes, and better inform its recommendations to City Council. The committee also plans to continue gathering community input through participation in citywide events, ArtWalks, and other public engagement opportunities, where members can provide information about the committee's work and invite residents to share their perspectives.

## **Looking Ahead**

Over the coming quarter, the committee plans to continue advancing its work in several areas:

- Continue evaluating options for a practical and sustainable language access strategy for City departments.
- Support the Legislative Committee as needed, including identifying appropriate ways to inform Council and residents of state legislation that may affect Bangor communities or municipal operations.
- Expand opportunities for community listening and engagement so residents can more easily share experiences, identify barriers, and suggest improvements.
- Continue enhancing the committee's public communications through regular website updates and educational resources.
- Identify partnerships with local organizations that can support City departments through training, cultural competency resources, and community connections when appropriate.

The committee remains committed to serving as a resource to City Council by identifying opportunities to improve accessibility, strengthen public engagement, and help ensure all Bangor residents are able to access City services and participate fully in civic life.



CITY OF BANGOR

Jennifer Gunderman, Director  
Public Health & Community Services  
Phone: 207-992-4550  
[Jennifer.gunderman@bangormaine.gov](mailto:Jennifer.gunderman@bangormaine.gov)

To: Government Operations Committee  
From: Jennifer Gunderman, Director Public Health and Community Services  
Date: July 2, 2026  
RE: Public Health and Community Services Memo

The following are updates from Bangor Public Health and Community Services:

- HIV Outbreak: As of June 30, 2026, there are 44 confirmed cases. Strategies include testing, PrEP, adherence to medication/care, offering support services, education, coordination with community partners.
- Warming Center: During 2025-2026, City funding supported 2 overnight warming shelters- Together Place and Brick Church. Collectively, both shelters provided 10,708 bed stays between November 2025 and April 2026 representing at least 425 unique individuals. Each center remained open every night except 1 night. One shelter experienced a staffing shortage one night. The other needed to address a pest issue. City funding contributed \$11.21 per bed stay. HUB 7 Coordinator convening planning conversations. Waiting for MaineHousing funding application.  
*Quote from report: The warming shelter became more than a place to sleep. For many guests, it was one of the few consistent places where they could come inside, be safe for the night, and interact with people who treated them with respect. The season showed how important warming shelters are in the community's broader response to homelessness. They do not solve every challenge, but they create a critical point of safety and connection.*
- Day Space RFP: Applications due July 1. Next step is to review and offer recommendations.
- Electronic Medical Record RFP: Applications due July 1. Plan to be operational by end of 2026. Will allow us to bill for a number of clinical services- case management, lactation, testing, PrEP, etc.
- Mosquito Surveillance: Setting 4 traps throughout Bangor as part of statewide surveillance efforts. Tested at Maine Medical Center vectorborne lab. Providing education and information for positive results.
- Tickborne Disease: Ordered materials from Maine CDC, community education on social media and newsletter, exploring getting a speaker.
- National Association to End Homelessness Conference: I will be attending July 7-10 in Washington DC.
- Learning and Listening Sessions: Community Health Leadership Board recommended collaborating and leveraging support from state leaders.
- Syringe Waste: Scheduling a meeting to talk with organizations and departments to discuss challenges and opportunities. Syringe waste issue includes waste seen in public; people on medications not having a place to dispose; and confusion on residential disposal. Will present options with estimated costs to City Council.



## CITY COUNCIL ACTION

07/13/2026

Council Meeting Date: 07/13/2026

Item No:

Responsible Dept: Health & Community Services

Requested Action: Resolve

Map/Lot: N/A

### Title, Resolve

Ratifying Staff Action to Apply for the John T. Gorman Foundation Direct Service Grant Program for up to \$30,000 of Funding Housing Stabilization Activities

### Summary

This resolve will ratify the Staff's actions in applying for the John T. Gorman Foundation Direct Service Grant Program (DSGP) for up to \$30,000 to fund housing stabilization activities.

The John T. Gorman Foundation's DSGP was open to organizations who serve individuals experiencing the adverse effects of poverty with housing and food needs for all people in Maine. The DSGP awards both program and project funding as well as general operating support. The Foundation will consider requests that support the provision of direct services to clients.

People experiencing housing instability face a number of barriers to secure and transition into housing. This funding would be used to address two of those barriers. First, funds would be used to contribute to security deposits. Second, funds would be used to purchase basic needs for setting up living space such as kitchen supplies, cleaning supplies, mattress, and small pieces of furniture.

The deadline for submission was June 22, 2026. The process and timing associated with DSGP application does not always align with the timing of City Council or Committee meetings. Therefore, in order to meet the submission deadline, the City Manager authorized the application on behalf of the City and this Resolve will ratify those actions.

### Committee Action

Committee: Government Operations Committee

Meeting Date: 07/06/2026

Action:

For:

Against:

### Previous Council Actions

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Solicitor

\_\_\_\_\_  
Finance Director

**Introduced for:** Consent



**CITY OF BANGOR RESOLVE**

---

07/13/2026

Date: 07/13/2026

Item No:

Assigned to Councilor:

Ratifying Staff Action to Apply for the John T. Gorman Foundation Direct Service Grant Program for up to \$30,000 of Funding Housing Stabilization Activities

Be it Resolved by the City Council of the City of Bangor that, staff action of applying for the John T. Gorman Foundation Direct Service Grant Program for up to \$30,000 to fund housing stabilization activities is hereby ratified.



## CITY COUNCIL ACTION

07/13/2026

Council Meeting Date: 07/13/2026

Item No:

Responsible Dept: Health & Community Services

Requested Action: Resolve

Map/Lot: N/A

### Title, Resolve

Accepting and Appropriating \$1,869,733 from the Maine Department of Health and Human Services for the Maine Prevention Network for Fiscal Years 2027 and 2028

### Summary

This Resolve would accept and appropriate \$1,869,733 from the Maine Department of Health and Human Services to implement the Maine Prevention Network in the Penquis Public Health District for fiscal years 2027 and 2028.

Bangor Public Health is responsible for providing prevention services including substance use prevention, tobacco prevention, and promotion of healthy eating and active living throughout the Penquis Public Health District (Penobscot and Piscataquis counties). Bangor Public Health will provide direct prevention services in Penobscot County and will subcontract direct prevention service provision in Piscataquis County to Northern Light Mayo Hospital Community Outreach.

Bangor Public Health and Community Services has been providing these prevention services since 2007. This contract runs from January 1, 2023 through June 30, 2023 via an initial contract period and four additional two-year extensions. This resolve will accept and appropriate the associated funding for fiscal year 2027 in the amount of \$971,976 and funding in fiscal year 2028 of \$897,757.

### Committee Action

Committee: Government Operations Committee

Meeting Date: 07/06/2026

Action:

For:

Against:

### Previous Council Actions

23-026

City Manager

City Solicitor

Finance Director

**Introduced for:** First Reading



**CITY OF BANGOR RESOLVE**

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07/13/2026

Date: 07/13/2026

Item No:

Assigned to Councilor:

Accepting and Appropriating \$1,869,733 from the Maine Department of Health and Human Services for the Maine Prevention Network for Fiscal Years 2027 and 2028

Be it Resolved by the City Council of the City of Bangor, that the City Manager is authorized to accept and appropriate \$1,869,733 in funding for fiscal years 2027 and 2028 from the Maine Department of Health and Human Services for the Maine Prevention Network and execute related contract(s) extensions.



**CITY COUNCIL ACTION**

06/22/2026

Council Meeting Date: 06/22/2026

Item No:

Responsible Dept: Health & Community Services

Requested Action: Resolve

Map/Lot: N/A

**Title, Resolve**

Accepting and Appropriating Grant Funds from United States Housing and Urban Development for the Purpose of Funding the Bangor Rental Assistance Program in the Amount of \$1,144,879

**Summary**

This Resolve would accept and appropriate \$1,144,879 in grant funds from United States Housing and Urban Development (HUD) to fund the Bangor Rental Assistance Program (formally Shelter Plus Care) for operating year September 1, 2026 through August 31, 2027.

This program provides rental assistance to qualified individuals, and families, who live in Bangor and other communities in Penobscot County and promotes housing stability. Participants needing case management services are assisted by the Shelter Plus Care Housing Specialist through referrals for life skills such as healthy living, financial literacy, and employment. These funds are granted through the Maine Continuum of Care Notification of Funding Opportunity competitive process.

Currently, the approximate number of apartments with grant agreements includes: 73 households, 14 one-bedroom apartments, two two-bedroom apartments for families with children, and 57 efficiency apartments.

**Committee Action**

Committee: Government Operations Committee

Meeting Date: 07/06/2026

Action:

For:

Against:

**Staff Comments & Approvals**

Council Order 24-301 Approval to Apply on September 23, 2024

City Manager

City Solicitor

Finance Director

**Introduced for:** First Reading & Referral

Government Operations Committee

07/06/2026



## **CITY OF BANGOR RESOLVE**

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06/22/2026

Date: 06/22/2026

Item No:

Assigned to Councilor:

Accepting and Appropriating Grant Funds from United States Housing and Urban Development for the Purpose of Funding the Bangor Rental Assistance Program in the Amount of \$1,144,879

Be it Resolved by the City Council of the City of Bangor That, the City Manager is hereby authorized to accept and appropriate \$1,144,879 in grant funds from United States Housing and Urban Development to fund the Bangor Rental Assistance Program.



## CITY COUNCIL ACTION

07/13/2026

Council Meeting Date: 07/13/2026

Item No:

Responsible Dept: Health & Community Services

Requested Action: Order

Map/Lot: N/A

### Title, Order

Authorizing the City Manager to Execute the Lease Agreement with Bangor Nursing and Rehabilitation Center for Office and Clinic Space for Bangor Public Health and Community Services

### Summary

This Order will authorize the City Manager to execute the lease agreement with Bangor Nursing and Rehabilitation Center for the Bangor Public Health and Community Services (H&CS). Since 2001, H&CS has rented space at 103 Texas Avenue with the last lease being approved in May of 2021.

The proposed agreement is from July 1, 2026 to June 30, 2029 for 11,827 square feet (SF). The agreement includes the following rent rate increases:

- July 1, 2026 to December 31, 2026 increase from \$10 SF to \$11 SF
- January 1, 2027 to June 30, 2027 at \$12 SF
- July 1, 2027 to June 30, 2028 at \$12.36 SF
- July 1, 2028 to June 30, 2029 at \$12.73 SF

Bangor Nursing Home will continue to pay for utilities. Other changes in the rental agreement include transferring the responsibility for grounds work to Bangor Public Health and Community Services. In addition, the amount of time to terminate the lease was reduced from 24 months to 12 months.

### Committee Action

Committee: Government Operations Committee

Action: Recommend for passage

Meeting Date: 07/06/2026

For:

Against:

### Previous Council Actions

Order 21-191

City Manager

City Solicitor

Finance Director

**Introduced for:** Consent



**CITY OF BANGOR ORDER**

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07/13/2026

Date: 07/13/2026

Item No:

Assigned to Councilor:

Authorizing the City Manager to Execute the Lease Agreement with Bangor Nursing and Rehabilitation Center for Office and Clinic Space for Bangor Public Health and Community Services

Be it Ordered by the City Council of the City of Bangor that, the City Manager is authorized to execute a lease agreement with Bangor Nursing and Rehabilitation Center for Office and Clinic Space for Bangor Public Health and Community Services through June 20, 2029. Said lease shall be in a final form approved by the City Solicitor or Assistant City Solicitor.

## MEMORANDUM

To: Government Operations Committee  
From: Legal Department  
Date: June 24, 2026  
Subject: Proposed Ethics Ordinance Amendment

Councilor Faloon prepared a draft ordinance amendment that would amend the City's Code of Ethics in two ways. It would provide a deadline for the Board of Ethics to conduct its work and provide the City Council with its written advisory opinion, and it would provide a framework for City Council to use when an Ethics Board written advisory opinion is received by the Council. The Legal Department reviewed the draft, provided comments and suggested revisions, and worked with Councilor Faloon to develop a revised draft ordinance amendment that is attached to this memorandum.

First, the draft ordinance amendment would create a deadline of 120 days for the Board of Ethics to field a referral from the City Council, conduct its work, and draft and issue its written advisory opinion to the City Council. The draft provides that the Ethics Board may also request an extension from the Council if the Board cannot complete its review and issue its written findings within 120 days, and provides a procedure the Ethics Board and the Council should use in the event an extension is requested. This deadline and framework for extension is designed so that the Ethics Board's work will be completed in a timely manner, with the flexibility of the Council retaining control over any extensions that may be needed. The attached draft has not been reviewed by the Ethics Board.

Second, the draft ordinance amendment provides a procedure for the Council to follow when the Ethics Board's written advisory opinion is received by the Council. Currently, our Ethics Code does not contain any procedure for the Council to follow upon receiving the advisory opinion.

The draft provides that, in the event the Ethics Board's advisory opinion finds there was no violation, the Council would have the option to: (1) vote to take no further action on the matter; (2) deliberate and vote on whether the Council finds that the alleged violation(s) did or did not occur; or (3) deliberate and vote on whether the Council wishes to conduct its own investigation into the matter. In the event the Ethics Board's advisory opinion finds that a violation occurred, the proposed ordinance provides that the Council would have the option to deliberate and vote on whether the Council finds that the alleged violation(s) did or did not occur, or to vote on whether the Council wishes to conduct its own investigation into the matter.

The ordinance amendment provides that a Councilor, board member, or commission member who was the subject of the Ethics Board's investigation and findings may not participate in the

Council's deliberations or vote, but must be given the opportunity to speak on his/her own behalf and to offer a defense to the allegations, including, in the event the Council chooses to conduct its own investigation, the opportunity to request voluntary witness statements and to seek and present relevant documents. In the event the Council votes to conduct its own investigation, the proposed ordinance provides a framework for the Council to use to determine the scope and parameters of the investigation.

This proposed ordinance also provides a framework for considering an appropriate penalty in the event the City Council finds a violation of the Ethics Code occurred. The draft provides that, should the Council vote and determine that one or more violations of the Ethics Code occurred, the Council should deliberate and vote on the issuance of a penalty, which may include one or more of the following: (1) a finding that no penalty will be imposed, accompanied by a written statement of the Council's reasoning; (2) imposing a formal censure; (3) removing a Councilor from a committee; (4) imposing a civil fine; (5) requiring the official to complete a specified training; or (6) providing some other lawful action.

**CITY OF BANGOR, MAINE**

**ORDINANCE AMENDMENT**

AN ORDINANCE AMENDING CHAPTER 33 (CODE OF ETHICS) OF  
THE CODE OF THE CITY OF BANGOR TO ESTABLISH A  
MANDATORY RESPONSE DEADLINE FOR THE BOARD OF ETHICS  
AND A MANDATORY COUNCIL RESPONSE PROCEDURE UPON  
A FINDING OF ETHICS VIOLATION

**Introduced by:** Councilor Susan Faloon

**Council Order No.:** \_\_\_\_\_

**Date of Introduction:** \_\_\_\_\_

**PURPOSE AND FINDINGS**

The City of Bangor's Code of Ethics (Chapter 33) establishes the expectation that City Councilors, board members, and commission members conduct themselves in a fair, impartial, and equitable manner toward all persons. Chapter 33 further provides a Board of Ethics empowered to investigate alleged violations and issue written findings and an advisory opinion to the City Council.

The City Council finds that:

(A) The existing Code of Ethics establishes clear and sufficient standards of unbiased, equitable conduct applicable to all City officials and appointees;

(B) The current framework does not impose any deadline by which the Board of Ethics must complete its review and issue findings and an advisory opinion following a referral from the City Council, creating the potential for matters to remain unresolved for indefinite periods and undermining timely accountability;

(C) The current framework does not require the City Council to take any action — or to publicly deliberate — following receipt of a written advisory opinion from the Board of Ethics, leaving findings without a guaranteed accountability mechanism; and

(D) Public confidence in city government is served not only by the existence of ethical standards, but by the assurance that referrals will be acted upon promptly, that findings will result in timely

and transparent Council action, and that the full process from referral to Council response will be completed within a defined and predictable timeframe;

## **ENACTMENT**

The City Council of the City of Bangor hereby ordains that Chapter 33 (Code of Ethics) of the Code of the City of Bangor be amended to add the following new sections:

### **§ 33-22. Board of Ethics — Response Deadline.**

(A) **Deadline for Findings.** Upon receipt of a referral from the City Council pursuant to this Chapter, the Board of Ethics shall issue its written advisory opinion to the City Council within 120 days of the date the referral is received by the Board.

(B) **Extension Request.** If the Board of Ethics determines that it cannot complete its review and issue written findings within the 120-day period, the Board shall, prior to the expiration of that period, submit a written extension request to the City Council. The extension request shall include:

- (1) A statement of the reason or reasons the Board requires additional time;
- (2) A proposed extended deadline by which the Board commits to issue its findings; and
- (3) A summary of the Board's progress on the matter to date.

(C) **Council Action on Extension Request.** The City Council shall consider the Board's extension request at its next regularly scheduled meeting following receipt of the request. The Council may, by majority vote, approve the requested extension, approve a modified extension period, or deny the extension.

(D) **Public Record.** All extension requests submitted by the Board and all Council actions taken in response thereto shall be part of the public record of the City Council.

(E) **Effect on Board Procedures.** Nothing in this section shall be construed to limit the Board's authority to conduct thorough and impartial fact-finding within the deadline established herein, or as extended by the Council. The Board retains full authority to request voluntary statements, review records, and conduct hearings as otherwise provided in this Chapter and the Board's Procedural Rules within the applicable timeframe.

### **§ 33-23. Council Response to an Ethics Board Advisory Opinion**

(A) **Duty to Act.** Upon receipt of a written advisory opinion by the Board of Ethics that a City Councilor, board member, or commission member has or has not violated a provision of this Chapter, the City Council shall place the matter on the agenda of its next regularly scheduled

meeting, or a special meeting called for that purpose, occurring no later than thirty (30) days after the City Council's receipt of the Board's written advisory opinion.

(B) Deliberation and Vote. At the meeting described in subsection (A), the City Council may conduct any portions of the Council's deliberations, investigation, or fact-finding in executive session as provided in 1 M.R.S. §405(6)(A), and shall deliberate on the Board's advisory opinion and publicly vote on one or more of the following responses:

(1) In the event the Ethics Board's written advisory opinion concluded that there was no violation, the City Council may:

(a) vote to take no further action on the matter; or

(b) deliberate and vote on whether the City Council finds that a violation(s) did or did not occur. The City Council is not bound by the findings or the advisory opinion of the Ethics Board and may make findings that are or are not consistent with the Ethics Board's findings and opinion; or

(c) deliberate and vote on whether the Council wishes to conduct its own investigation into the matter. In the event the City Council votes to conduct its own investigation into the matter, the Council shall determine the parameters of the investigation, including but not limited to (1) identifying which issue(s) the Council will be investigating, (2) determining which individual(s), if any, the Council will request voluntary statements from, (3) determining which additional records, if any, the Council will request for review, and (4) identifying any other items needed in order to adequately complete the investigation.

(2) In the event the Ethics Board's written advisory opinion concluded that there were one or more violations of the Ethics Code, the City Council may:

(a) deliberate and vote on whether the City Council finds that a violation(s) did or did not occur. The City Council is not bound by the findings or the advisory opinion of the Ethics Board and may make findings that are or are not consistent with the Ethics Board's findings and opinion; or

(b) deliberate and vote on whether the Council wishes to conduct its own investigation into the matter. In the event the City Council votes to conduct its own investigation into the matter, the Council shall determine the parameters of the investigation, including but not limited to (1) identifying which issue(s) the Council will be investigating, (2) determining which individual(s), if any, the Council will request voluntary statements from, (3) determining which additional

records, if any, the Council will request for review, and (4) identifying any other items needed in order to adequately complete the investigation.

(3) In the event the City Council votes and determines that one or more violations of the Ethics Code occurred, the Council shall deliberate and vote on the issue of an appropriate penalty, which may include one or more of the following:

(a) the Council may vote that no penalty will be imposed, accompanied by a written statement of the Council's reasoning;

(b) Formal Censure — the Council may vote on whether to impose a public resolution formally censuring the official, with written findings entered in the public record;

(c) Committee Removal — the Council may vote on whether to remove the official from one or more committee or board assignments for a specified period not to exceed the remainder of the current Council year;

(d) Civil Fine — the Council may vote on whether to impose a civil fine as authorized by §33-3 of the City's Code of Ethics, and as provided in §9-26 of the Code of the City of Bangor;

(e) Training Requirement — the Council may vote on whether to require that the official complete specified training as a condition of continued service in assigned roles; or

(f) Other Lawful Action — the Council may vote to take any other lawful action the Council deems appropriate and proportionate to the nature of the violation.

(4) In conducting the deliberations and voting described in this subsection (B), a Councilor(s) who was (were) the subject of the Ethics Board's investigation and findings shall not participate in the Council's deliberations or vote(s), but shall be given the opportunity to speak on their own behalf and to offer a defense to the allegations, including, in the event the Council chooses to conduct its own investigation, the opportunity to request voluntary witness statements and to seek and present relevant documents for the City Council's review.

(C) Public Record. The Board of Ethics written advisory opinion, the Council's deliberation (other than deliberation(s) that occur(s) in executive session), and any action taken by the Council pursuant to this section shall be maintained as part of the City's public record.

(D) Scope. This section applies to findings involving City Councilors, and, where applicable, to findings involving board members or commission members whose conduct falls within the

jurisdiction of the Board of Ethics under this Chapter. This section does not alter the referral requirements or investigative procedures of the Board of Ethics as otherwise set forth in this Chapter or the Board’s Procedural Rules.

§33-224 Orientation meeting; annual report

**DRAFTING NOTES FOR COUNCIL CONSIDERATION**

Board Deadline. The 120-day period is intended to be sufficient for most matters while preventing indefinite delay. The extension mechanism routes through the full Council rather than allowing the Board to self-grant additional time, preserving Council oversight over the pace of the process.

Civil Fine Authority. The civil fine option in §33-23(B)(3)(d) is included by explicit cross-reference to §33-3 of the Ethics Code and Chapter 9, § 9-26 of the City Code, which already provide civil fine authority for ethics violations. Including it as a named option in the response menu makes clear that this existing authority is available to be considered, rather than overlooked.

No Penalty with Written Reasoning. The requirement in §33-23(B)(3)(a) that a vote for no penalty be accompanied by a written statement of the Council’s reasoning entered in the public record is the key accountability mechanism for cases where the Council chooses not to impose a penalty in instances where the Ethics Board advised that a violation(s) occurred. It ensures the Council's reasoning is documented and available to the public regardless of outcome.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Council Chair, City of Bangor

\_\_\_\_\_  
City Clerk



# MAINE MUNICIPAL ASSOCIATION SINCE 1936

60 Community Drive | Augusta, ME 04330-9486  
1-800-452-8786 (in state) | (t) 207-623-8428  
(f) 207-624-0129

**To:** Key Municipal Officials of MMA's Member Municipalities  
**From:** Justin Poirier, President, Maine Municipal Association  
**Date:** June 8, 2026  
**Re:** Ballot for Election to MMA's Legislative Policy Committee



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MMA's member municipalities have made their nominations for the 2026-2028 Legislative Policy Committee (LPC). It is now time to elect your representatives to serve on the committee. The enclosed election ballot must be completed by the Selectboard or Town/City Council of your municipality.

### **Number of votes**

Most municipalities are being asked to vote for two candidates, because there are two elected LPC members for most districts. Some municipalities only vote for one candidate, because the other LPC member in that district is appointed. ***You are instructed on the ballot (above the list of candidates) whether to vote for two candidates or just one.***

### **Candidate profiles**

If you are not familiar with any of the candidates, please review the Candidate Profiles on the back of the ballot. Also, feel free to contact the candidates directly.

### **Write-in candidates**

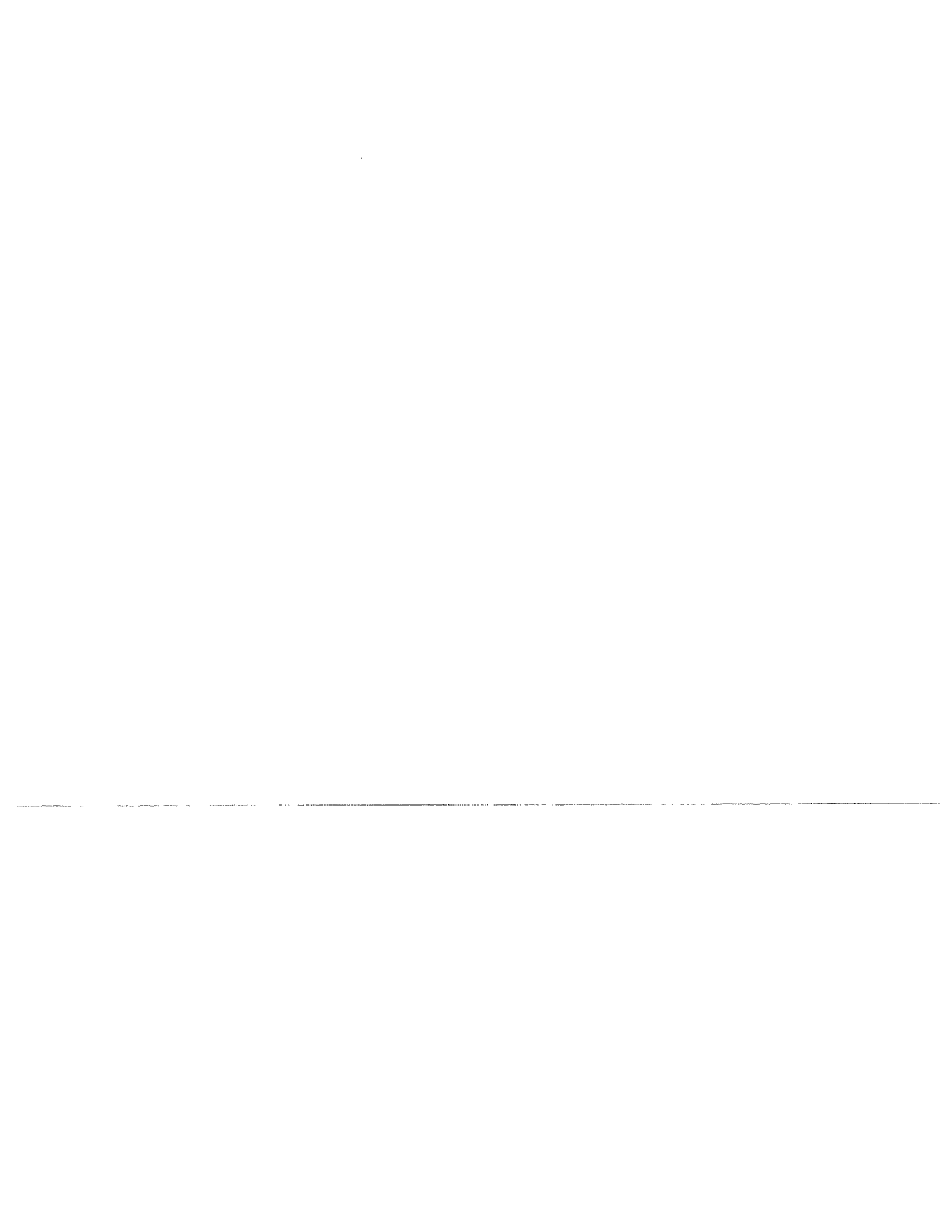
In addition to the candidates listed on the ballot, you may vote for a candidate whose name is not on the ballot by writing that person's name in. The write-in candidate need not be from your municipality but must be an elected or appointed official from an MMA member municipality in your Senate/LPC District. ***Check to be sure the write-in candidate is willing to serve if elected!*** Write-in candidates should be communicating their interest in serving among the municipal officers within their district.

If you are instructed to vote for two candidates and only one candidate is on the ballot, please use the "write-in" line for your second vote if you know of someone who is willing to serve.

### **Deadline for returning ballot**

Please return the ballot by 5:00 p.m. on **Monday, July 27, 2026** to Laura Ellis, either in the enclosed envelope or via email ([lellis@memun.org](mailto:lellis@memun.org)).

**Your participation is important – thank you!**




**OFFICIAL BALLOT – District 9**

**Maine Municipal Association’s Legislative Policy Committee**  
July 1, 2026 – June 30, 2028

**VOTE FOR ONE** (*Bangor appoints 1 LPC Member*):

*(There were no nominees for the second seat in this District. If you know of someone who is willing to serve, please utilize the write-in option)*

\_\_\_\_\_ (name) \_\_\_\_\_ (position) \_\_\_\_\_ (municipality)  write in)

**Candidate Profiles Are On Reverse Side**

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

 BY SELECTMEN/COUNCILORS:

\_\_\_\_\_  
signature

\_\_\_\_\_  
print name

\_\_\_\_\_  
signature

\_\_\_\_\_  
print name

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signature

\_\_\_\_\_  
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print name

\_\_\_\_\_  
signature

\_\_\_\_\_  
print name

**Return by 5:00 p.m., July 27, 2026 to:**

Laura Ellis, Maine Municipal Association  
lellis@memun.org

**LPC Senate District 9** *(Bangor appoints 1 LPC Member)*

Bangor

Hermon

*(There were no nominees for the second seat in this District. If you know of someone who is willing to serve, please utilize the write-in option.)*



**MAINE MUNICIPAL  
ASSOCIATION SINCE 1936**

60 Community Drive | Augusta, ME 04330-9486  
1-800-452-8786 (in state) | (t) 207-623-8428

To: Key Municipal Officials of MMA Member Municipalities

From: MMA Nominating Committee  
Chair Melissa Doane, MMA Immediate Past President (Town Manager, Bradley)  
Jill Goldthwait, Past President (Bar Harbor)  
Bob Nutting, Elected Municipal Official (Town Council, Oakland)  
Mike Roy, Town Manager (Greenville)  
Dan Hodgkins, Community-Based Organization (Preble Street)  
Juli Millett, Municipal Employee (Finance Director/Asst. City Manager, Bath)  
Luke Vigue, Affiliate Group (MAAO Board Member)

Date: May 29, 2026

Subject: Proposed Slate for 2027 MMA Vice President & Executive Committee Members

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The MMA Nominating Committee is pleased to put forth the **Proposed Slate for MMA Vice President and Executive Committee Members** to serve on the MMA Executive Committee.

As a reminder, the MMA Executive Committee is the governing body of the Maine Municipal Association and is made up of three officers and nine members. The officers are elected to serve one-year terms, and the members are elected to serve staggered three-year terms. All candidates, put forth for your consideration, meet all qualifications required by the MMA bylaws to serve in their specified role in which they are nominated.

**NOMINEE FOR MMA VICE PRESIDENT**

**Shiloh LaFreniere, Town Manager, Jay, Maine**

The Nominating Committee has proposed the following candidates to serve as **new** MMA Executive Committee members for full three-year terms (January 1, 2027 – December 31, 2029):

**Chris Camire, Town Council Chair, Lisbon, Maine**

**Michele LaBree Daniels, City Council Member, Brewer, Maine**

**Rick Petrie, Town Manager, Jackman, Maine**

Municipal officials who will advance or continue to serve their respective terms on the MMA Executive Committee include:

**Officers Serving a 1-year term ending December 31, 2026**

**President:** Justin Poirier, Town Manager, Town of Monmouth - *2027 Immediate Past President*

**Vice President:** Anthony Ward, Town Manager, Town of Casco - *2027 President*

**Immediate Past President:** Melissa Doane, Town Manager, Town of Bradley



## **Current Executive Committee**

### **3-year Terms Ending December 31, 2026**

**Shiloh LaFreniere**, Town Manager, Town of Jay  
**Dina Walker**, Selectboard Chair, Town of Weld  
**Pious Ali**, City Councilor, City of Portland

### **3-year Terms Ending December 31, 2027**

**David Cyr**, Town Manager, Town of Frenchville  
**Matthew Garside**, Town Manager, Town of Poland  
**Michele Varuolo-Cole**, Selectboard Chair, Town of Bethel

### **3-year Terms Ending December 31, 2028**

**Phil Crowell**, City Manager, City of Auburn  
**Suzette Francis**, Town Administrator, Town of Lubec  
**Mark Leonard**, Town Manager, Town of Veazie

## **PETITION PROCESS**

Nominations may also be made by petition, signed by a majority of the municipal officers in each of at least five (5) member municipalities. Such petitions must be filed with the MMA Executive Director no later than 40 days prior to the date of the Annual Election. Accordingly, the deadline for nominations by petition is **4:30 p.m. on Monday, July 20, 2026**. Keep in mind that a candidate for the Executive Committee must be a municipal officer (a selectperson or councilor of a town; a mayor, alderman or councilor of a city); a city or town manager; or the chief appointed administrative official of a member municipality. A candidate for vice president must have served on the MMA Executive Committee for at least one year within the past five years.

## **ELECTION PROCESS**

Once the petition process is complete, the official ballot will be mailed to each member municipality for municipal officials to cast their vote. The ballot will include the proposed slate as recommended by the MMA Nominating Committee and any successful petitioned candidate. The ballots will be counted under the direction of the MMA President Justin Poirier, Town Manager of the Town of Monmouth on Friday, August 28, 2026.

The following is a direct link to the MMA's website where you can access up to date information on the MMA Nomination, Petition & Election Process: <https://www.memun.org/About/Governance/Nomination-Petition-Election-Process>.

If you have any questions or would like additional information regarding the nomination, petition and election process, please visit the MMA website at [www.memun.org](http://www.memun.org) or contact Kelly Maines at 1-800-452-8786 ext. 2241 or by e-mail at [kmaines@memun.org](mailto:kmaines@memun.org).

**NOMINATIONS - 2027**  
**Maine Municipal Association**  
**EXECUTIVE COMMITTEE – BIOGRAPHIES**

**VICE PRESIDENT NOMINEE: 1-YEAR TERM**

**Shiloh LaFreniere – Town Manager, Town of Jay**

**Professional & Municipal Experience & Committees:**

Jay Town Manager	2014-present
Code Enforcement Officer, Town of Jay	1997-2014
Environmental Code Administrator, Town of Jay	1997-2010
Wellness Coordinator, Town of Jay	2005-2014
E911 Addressing Officer, Town of Jay	2010-2014
Deputy Finance Director, Town of Jay	2012-2014

**Education & Certificates:**

Bachelor's in business administration  
State of Maine Notary Public

**Affiliations & Certifications:**

- Maine Municipal Association Executive Committee & Strategic Finance Committee
- Maine Town, City and County Management Association Ethics Committee
- Androscoggin Valley Council of Governments – Past President, Executive Committee
- Maine Infrastructure Rebuilding and Resilience Commission Member
- Maine Health Franklin Community Health Network EMS Advisory Board Member
- Institute for Civic Leadership, Maine Development Foundation 2022
- Past Member of the State of Maine Technical Building Codes and Standards Board

**EXECUTIVE COMMITTEE NOMINEES: 3-YEAR TERMS**

**Chris Camire – Town Council Chair, Town of Lisbon**

**Professional & Municipal Experience & Committees:**

Senior Manager, Technical Services, Tyler Technologies, Inc.	2023-present
Manager, Technical Services, Tyler Technologies, Inc.	2021-2023
Town Council, Town of Lisbon	2024-present
General Assembly, Androscoggin Valley Council of Governments (AVCOG)	2026-present

**Education & Certificates:**

University of Southern Maine – Bachelor of Arts, Political Science and Information & Communications

**Michele LaBree Daniels – City Council, City of Brewer**

**Professional & Municipal Experience & Committees:**

City Council Member, City of Brewer	2019-Present
Mayor, City of Brewer	2020-2022
	2024-2025
Budget Committee Member, Penobscot County	2020-2024
Telecommunications, Customer Service, Supervisor/Trainer	1995-2015
General Manager, Hospitality Management	1989-1995

### **Committee Membership 1999-2019:**

Member - Greater Bangor Regional Economic Group  
Board Member - Brewer Land Trust  
Board Member - Brewer Conservation Commission  
Member - Greater Bangor Regional Economic Group  
Board Member - Brewer Cemetery Board  
President - Brewer Library Trustees  
Member - Brewer Parks & Recreation Advisory Commission  
Liaison - Penobscot County Commissioners

### **Education & Certificates:**

John Bapst Memorial High School  
Trinity College, Burlington, Vermont – U.S. History and Canadian Studies  
National League of Cities University – Grant Writing Bootcamp  
Maine Municipal Association – Ongoing Training  
National League of Cities University – Housing as an Economic Development Tool

### **Affiliations & Certifications:**

- National League of Cities – Public Safety & Crime Prevention; Small Cities Council
- Maine Municipal Association Co-Ambassador for NLC Congressional City Conference -Hill Day.

## **Richard Petrie – Town Manager, Town of Jackman**

### **Professional & Municipal Experience & Committees:**

Jackman Town Manager	2025-present
North East Mobile Health Services	
- Chief Executive Officer	2023-2025
- Chief Operations Officer	2021-2023
Atlantic Partners EMS - CEO	2011-2021
Kennebec Valley EMS Council - Regional Director	2000-2011
Chair, Maine Trauma Advisory committee	2018- 2025
Member, Maine Legislative EMS Blue Ribbon Commission	
Member, Maine General Medical Center Institutional Review Board	

### **Education & Certificates:**

- MMA Leadership Program
- Adjunct Faculty, National Ambulance Training Schools (Ireland & Northern Ireland)
- Adjunct Professor, Fiji National University
- Active educator and presenter on leadership, governance, and EMS administration
- Contributing Author: Mosby EMT Text, Legal Issues for EMS

### **Affiliations & Certifications:**

- ICS 100, 200, 700, 800
- Local Health Officer Certification
- Town Meeting & Election Law Training
- General Assistance (Foundations & Advanced)
- Vital Records Training
- Transfer Station Operations (Core 1 & Core 3)
- Notary Public
- BMV Registration Training (Standard & Commercial)

**PETITION TO NOMINATE CANDIDATE  
for the  
Maine Municipal Association  
Executive Committee**

*Petition Deadline: Monday, July 20, 2026, by 4:30 p.m.*

We, a majority of the municipal officers of \_\_\_\_\_,  
(municipality)

hereby petition to nominate \_\_\_\_\_,  
(name of candidate)

\_\_\_\_\_ (position of candidate), \_\_\_\_\_ (candidate's municipality)

to serve on the MMA Executive Committee.

*(Please Note: In order to serve on the MMA Executive Committee, an individual must be from a Member Municipality and serve as a municipal officer (a selectperson or councilor of a town; a mayor, alderman or councilor of a city); city or town manager; or the chief appointed administrative official of a member municipality. A candidate for MMA Vice President must have served on the MMA Executive Committee for at least one year within the past five years.)*

**PLEASE SPECIFY BELOW THE POSITION FOR WHICH THE PERSON IS BEING NOMINATED.**

VICE-PRESIDENT - 1 YEAR TERM

EXECUTIVE COMMITTEE MEMBER - 3 YEAR TERM

**MUNICIPALITY:** \_\_\_\_\_

<i>Signatures of the Municipal Officers</i>	<i>Printed Names of the Municipal Officers</i>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

**Note:** For an individual's name to be placed in nomination, at least five (5) petitions requesting that his/ her name be placed in nomination - each signed by a majority of the municipal officers in each of at least five (5) member municipalities - must be received by the Executive Office by petition deadline.

Maine Municipal Association, 60 Community Drive, Augusta, ME 04330

*Petition deadline: July 20, 2026, 4:30 p.m.*





## CITY OF BANGOR

PLANNING DIVISION

# COMMUNITY & ECONOMIC DEVELOPMENT

**PLANNING BOARD AGENDA  
TUESDAY, JULY 7, 2026, 7:00 P.M.  
COUNCIL CHAMBERS, 1<sup>ST</sup> FLOOR OF CITY HALL, 73 HARLOW STREET**

1. **CHAIR INTRODUCTION**
2. **OLD BUSINESS**
  - A. **Meeting Minutes – June 16, 2026**
  - B. **Adoption of Findings & Decisions for 205 Corporate Drive**
3. **NEW BUSINESS**
  - A. **Land Development Code Amendments**
    - i. **Amending the Land Development Code, § 165-121, to Add Flexibility for Manufactured Home Parks Existing as of January 1, 2026**
  - B. **Land Development Permits**
    - i. **Land Development Permit -- Planned Group Development – 557 Stillwater Avenue – ERG Realty --** Land Development Permit Application – Planned Group Development to create an Integrated Shopping Center to add additional signage for a potential fourth building at property located at 557 Stillwater Avenue, Map-Lot R62-006, in the Shopping and Personal Services District (S&PS). Applicant/Owner: ERG Realty LLC.
    - ii. **Land Development Permit – Minor Subdivision – 200 & 210 State Street – Brett Soucy --** Land Development Permit Application – Minor Subdivision Modification to create a mixed-use development with 10 dwelling units and 1 commercial space. This site was previously approved for 8 dwelling units and 3 commercial spaces and is located at 200 & 210 State Street, Map-Lot 048-256 and 048-256-A, in the Urban Service District (USD). Owner/Applicant: Brett Soucy.
    - iii. **Land Development Permit – Major Site Development and Minor Subdivision – Milford Street Extension – Map-Lot 045-032- Penquis CAP**

City of Bangor Planning Division

Planning Board Agenda -- Tuesday, July 7, 2026

**Zoom meeting information posted day of the meeting at [bangormaine.gov](http://bangormaine.gov)**

**=** Land Development Permit Application – Major Site Development and Minor Subdivision for the construction of a 41-unit multi-story building with associated parking at property located at Milford Street Extension, Map-Lot 046-032, in the Multifamily and Service District (M&SD). Applicant/Owner: Penquis CAP, Inc.

**4. OTHER BUSINESS**

**A. Follow-Up/Thoughts on Land Use Plan Updates**

**B. Adjournment**



## CITY OF BANGOR

PLANNING DIVISION

# COMMUNITY & ECONOMIC DEVELOPMENT

**PLANNING BOARD MEMO**  
**TUESDAY, JULY 7, 2026, 7:00 P.M.**  
**COUNCIL CHAMBERS, 1<sup>ST</sup> FLOOR OF CITY HALL, 73 HARLOW STREET**

**1. CHAIR INTRODUCTION**

**2. OLD BUSINESS**

**A. Meeting Minutes – June 16, 2026**

**B. Adoption of Findings & Decisions for 205 Corporate Drive**

**3. NEW BUSINESS**

**A. Land Development Code Amendments**

**i. Amending the Land Development Code, § 165-121, to Add Flexibility for Manufactured Home Parks Existing as of January 1, 2026**

Currently, the more flexible alternative development standards listed in the manufactured home park chapter of the Land Development Code only apply to parks existing before September 13, 1971. This poses issues for parks that were developed in the decades that followed 1971 since they have to follow the standards for new parks. In some cases, this is preventing the placement of homes on vacant lots, which affects the supply of affordable housing. The proposed ordinance amendment would apply the alternative development standards to all parks existing as of January 1, 2026.

**B. Land Development Permits**

**i. Land Development Permit -- Planned Group Development – 557 Stillwater Avenue – ERG Realty -- Land Development Permit Application – Planned Group Development to create an Integrated Shopping Center to add additional signage for a potential fourth building at property located at 557 Stillwater Avenue, Map-Lot R62-006, in the Shopping and Personal Services District (S&PS). Applicant/Owner: ERG Realty LLC.**

- a. The applicant seeks to create an Integrated Shopping Center with a Planned Group Development in order to add another pylon sign which will be used to secure a fourth business on the lot.
    - b. Staff review focused primarily on internal building setbacks and contents of the plan.
    - c. The applicant has satisfied the majority of staff comments; however, staff requests that the Board condition approval of the second sign on the approval of a fourth building. A proposal for the fourth building will need approval by the Board.
  - ii. **Land Development Permit – Minor Subdivision – 200 & 210 State Street – Brett Soucy** -- Land Development Permit Application – Minor Subdivision Modification to create a mixed-use development with 10 dwelling units and 1 commercial space. This site was previously approved for 8 dwelling units and 3 commercial spaces and is located at 200 & 210 State Street, Map-Lot 048-256 and 048-256-A, in the Urban Service District (USD). Owner/Applicant: Brett Soucy.
    - a. The applicant seeks to modify a previous approval of the site for 8 residential units and 3 commercial units to a development with 10 residential units and 1 commercial unit.
    - b. Staff review focused primarily on maintaining the E-Buffer on Forest Ave and State St, ADA parking space design requirements, connectivity between the two parking areas, and Bangor Water District water line sizing. The applicant resolved all questions regarding completeness and compliance for the project and therefore, staff have no further concerns.
- iii. **Land Development Permit – Major Site Development and Minor Subdivision – Milford Street Extension – Map-Lot 045-032- Penquis CAP** -- Land Development Permit Application – Major Site Development and Minor Subdivision for the construction of a 41-unit multi-story building with associated

parking at property located at Milford Street Extension, Map-Lot 046-032, in the Multifamily and Service District (M&SD). Applicant/Owner: Penquis CAP, Inc.

- a. The applicant seeks to build a 41-unit four story building with associated parking with frontage on both Broadway and Milford Street Extension. Since the project creates 5 or more residential units, it must be considered a minor subdivision.
- b. Staff review focused primarily on creating a pedestrian connection onto Broadway, parking lot safety and required drive aisle size, the location of plantings, the slope of the site next to abutting properties, closing the existing curb cut onto Broadway, and conforming to Bangor Water District standards.
- c. As of the writing of this memo, the applicant has satisfied the majority of staff comments; however, the applicant is still working through concerns with the Water District. Bangor Water District has requested that the Board condition the approval of the road opening permit on the completion of the water line for 35 Milford St Ext, a previously approved Penquis CAP project.

**4. OTHER BUSINESS**

**A. Follow-Up/Thoughts on Land Use Plan Updates**

**B. Adjournment**



## CITY OF BANGOR

PLANNING DIVISION

# COMMUNITY & ECONOMIC DEVELOPMENT

**PLANNING BOARD**  
**TUESDAY, JUNE 16, 2026, 7:00 P.M.**  
**COUNCIL CHAMBERS, 1<sup>ST</sup> FLOOR OF CITY HALL**  
**73 HARLOW STREET**

### MEETING MINUTES

#### Board Members Present:

Chair Jonathan Boucher  
Janet Jonas  
Ted Brush  
Trish Hayes (via Zoom)  
Greg Hobson  
Ken Huhn

#### City Staff Present:

Matt Altiero, Planning Analyst  
Anja Collette, Planning Officer (via Zoom)  
Anne Krieg, Community & Economic Development Director  
Grace Innis, Assistant City Solicitor  
Jefferson Davis, Engineering Director

Chair Boucher called the meeting to order at 7:00 P.M.

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### OLD BUSINESS

#### 1. **Meeting Minutes** – June 2, 2026

Member Huhn moved to approve the minutes of June 2, 2026. Seconded by Member Hobson. Roll call vote conducted – all voting members in favor, none opposed. Motion passed.

### NEW BUSINESS

1. **Land Development Permit – Major Site Development, Conditional Use, and Major SLODA Modification – 205 Corporate Drive – Map-Lot R25-001-A** – Land Development Permit Application – Major Site Development, Conditional Use, and Major SLODA Modification for the construction of a 30-unit permanent supportive housing building with a total floor area of 19,100 square feet at property located at 205 Corporate Drive, Map-Lot R25-001-A, in the Government & Institutional Service District (G&ISD). Applicant: Bangor Housing Development Corporation. Owner: City of Bangor.

Chair Boucher introduced the agenda item.

City of Bangor Planning Division  
Planning Board Meeting Minutes – Tuesday, June 16, 2026

Member Jonas moved that the Board finds that the application was deemed complete on June 16, 2026, the applicant paid all applicable fees, and the proposed project is a Major Site Development, Conditional Use, and Major SLODA Modification. Seconded by Member Brush. Roll call vote conducted – all in favor, none opposed. Motion passed.

Applicant Representative Dan Diffin presented to the podium.

Chair Boucher asked staff for any comments – there were none.

Chair Boucher asked the Board for any questions.

Member Brush asked what Permanent Supportive Housing is. Applicant Representative Diffin answered to provide housing to unhoused individuals.

Member Brush asked how the project determined their parking space amounts. Applicant Representative Diffin responded it was determined based on City Code. Member Huhn asked how they determined between 11 and 12 parking spaces. Diffin said they asked City staff for guidance. Planning Officer Collette added that the applicant's calculations and responses had been satisfactory.

Chair Boucher asked Applicant Representative Diffin for any comments on sidewalk access. Diffin responded that City staff requested a sidewalk connection to Maine Ave, which was then accommodated in the applicant's comment response.

Chair Boucher opened the public comments – there were none. Public comments closed.

Chair Boucher explained that a standard had been added to be voted on to confirm the project does not require subdivision approval due to being institutional in nature. Boucher asked the Board for any questions – there were none.

Member Huhn moved that the Board finds that, based on Exhibits 2, 11, 16, and 24, the applicant satisfied §165-33.1 of the Land Development Code regarding best management practices of Erosion and Sediment Control. Seconded by Member Brush. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Brush moved that the Board finds, that based on Exhibit 2, the applicant satisfied §165-62 of the Land Development Code regarding providing adequate visual clearance on corner lots, §165-64's requirements for side yard width, and §165-68's requirements of minimum lot frontage. Seconded by Member Jonas. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Jonas moved that the Board finds that, based on Exhibit 2, the applicant satisfied §165-72 of the Land Development Code regarding the required number of parking spaces, §165-73's requirements regarding parking area location and screening, and §165-74's requirements regarding parking area design, construction and maintenance. Seconded by Member Hobson. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Hobson moved that the Board finds that, based on Exhibit 2, the applicant satisfied §165-76 of the

City of Bangor Planning Division  
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Land Development Code regarding the required number of loading spaces, §165-77's requirements regarding loading space sizes, and §165-78's general requirements for loading spaces. Seconded by Member Brush. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Huhn moved that the Board finds that, based on Exhibits 2, 29, 33, and 40, the applicant satisfied §165-79 of the Land Development Code regarding providing the necessary utility services required, §165-80's requirements regarding providing adequate water and sewerage services, and 165-83's requirements regarding providing adequate electrical service. Seconded by Member Brush. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Brush moved that the Board finds that, based on Exhibits 2 and 17, the applicant satisfied §165-81 of the Land Development Code regarding providing adequate lighting and preventing light pollution and trespass. Seconded by Member Jonas. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Jonas moved that the Board finds that, based on Exhibits 2 and 37, the applicant satisfied §165-82's requirements regarding having adequate fire protection. Seconded by Member Hobson. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Hobson moved that the Board finds that, based on Exhibits 2, 19-21, 24, 32, 39, and 40, the applicant satisfied §165-84 of the Land Development Code regarding providing adequate storm drainage and stormwater offset. Seconded by Member Huhn. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Brush moved that the Board finds that, based on Exhibits 22 and 33, the applicant satisfied §165-85 and §165-86 of the Land Development Code regarding providing information on sanitary flows and compliance with sewer regulations. Seconded by Member Hobson. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Huhn moved that the Board finds that, based on Exhibits 2 and 36, the applicant satisfied §165-135 of the Land Development Code regarding height limit, floor area ratio, impervious surface ratio, and buffer yards. Seconded by Member Jonas. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Jonas moved that the Board finds that, based on the findings made in Parts 1 and 2 of this document, the Project meets the requirements of §165-97B for uses within the Government and Institutional Service District (G&ISD). Seconded by Member Brush. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Brush moved that the Board finds that, based on Exhibits 2, 35, and 40, the applicant satisfied Land Development Code §165-114B's requirement that the proposed parking and loading layout are arranged in a reasonable and safe configuration, including the provision for safe pedestrian travel to all on-site uses, and §165-114C's requirement that all proposed access drives are reasonably necessary and safe. Seconded by Member Huhn. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Hobson moved that the Board finds that, based on Exhibits 2, 15, 21, 24, 25, 27, 32, and 40, the

applicant satisfied Land Development Code §165-114D's requirement that the proposed development will not have unreasonable adverse effects on abutting or downstream properties or protected resources such as wetlands, lakes, streams or brooks, and that all downstream channels or municipal stormwater collection systems have adequate capacity to carry the flow without significant negative effects. Seconded by Member Jonas. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Jonas moved that the Board finds that, based on Exhibits 2 and 17, the applicant satisfied Land Development Code §165-114E's requirements that all outdoor lighting shall be designed, installed and maintained to avoid unreasonable adverse effects from light pollution. Seconded by Member Hobson. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Brush moved that the Board finds that, based on Exhibits 2 and 35, the applicant satisfied Land Development Code §165-114F's requirements for landscaping. Seconded by Member Huhn. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Hobson moved that the Board finds that, based on Exhibit 2, the applicant satisfied Land Development Code §165-114G, requiring buildings to be situated to avoid unreasonable adverse effects on adjacent properties or public rights-of-way. Seconded by Member Jonas. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Jonas moved that the Board finds that, based on Exhibits 2, 6-27, 29, 33, 35, and 40, the applicant is in compliance with 38 M.R.S.A §484 and applicable Department of Environmental Protection regulations, which includes Chapters 371-373, 375-377, and 500-502. Seconded by Member Hobson. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Brush moved that the Board finds that, based on the findings made in Parts 1-4 of Section IV of this document, the applicant satisfied Land Development Code §165-9A(1)'s requirements regarding not requiring a variance of development or other standards. Seconded by Member Huhn. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Hobson moved that the Board finds that, based on Exhibits 2 and 5, the applicant satisfied Land Development Code §165-9A(2)'s requirements regarding not creating unreasonable traffic congestion or hazardous conditions on contiguous or adjacent streets. Seconded by Member Huhn. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Huhn moved that the Board finds that, based on the findings made in Parts 1-4 of Section IV of this document, the applicant satisfied Land Development Code §165-9A(3)'s requirements for providing and maintaining adequate and appropriate utilities, fire protection, drainage, parking and loading and other necessary site improvements. Seconded by Member Brush. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Brush moved that the Board finds that, based on Exhibits 2, 5, and 9, the applicant satisfied Land Development Code §165-9A(4)'s requirements regarding the proposed use being appropriate for the location in which it is sought because it conforms to the general physical development pattern of the immediate area. Seconded by Member Jonas. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Jonas moved that the Board finds that, pursuant to Exhibits 2, 5, and 9, the use of this property is institutional in nature, so subdivision approval is not required. Seconded by Member Huhn. Roll call vote conducted – all in favor, none opposed. Motion passed.

Member Hayes moved that the Board finds that the project meets the requirements for a Land Development Permit for a Major Site Development, Conditional Use, and Major SLODA Modification and therefore, the Board grants the Land Development Permit for the proposed project. Seconded by Member Huhn. Roll call vote conducted – all in favor, none opposed. Motion passed.

**2. Amending the Land Development Code, §165-30, to Add a New Accessory Use for Farmstands and to Exempt Agricultural and Outdoor Recreational Uses from Paving Requirements**

Chair Boucher introduced the agenda item.

Planning Officer Anja Collette presented on the proposed Land Development Code Amendment. She explained it would exempt farmstands less than 200 square feet in the Rural Residence and Agricultural, Neighborhood Service District, and Urban Service District from land development permitting. Collette explained the amendment would also exempt agricultural and outdoor recreational uses from paving their parking areas.

Chair Boucher asked the Board for any questions.

Member Brush asked how the size of a farmstand is determined. Planning Officer Collette responded that the 200 square feet solely includes the table or structure where items are being sold, and the metric does not include parking.

Chair Boucher opened public comment.

Lisa Clark, resident of 670 Ohio Street, discussed how under the current ordinance, she is not allowed to sell flowers. She expressed support for the ordinance being under consideration. Planning Officer Collette clarified that currently, Clark's situation would require a site plan review, but if the amendment passes, it would no longer require a site plan review.

Public comment closed.

Chair Boucher asked the Board for any questions or discussion – there were none.

Member Brush moved that the Board finds that the City Council ought to pass the amendment of the Land Development Code §165-30 to add a new accessory use for farmstands and to exempt agriculture and outdoor recreational uses from paving requirements. Seconded by Member Hobson. Roll call vote conducted – all in favor, none opposed. Motion passed.

**3. Amending the Land Development Code, §165-26, to Add a New Seasonal Storage Use and to Add Flexibility for Temporary Storage Uses**

Chair Boucher introduced the agenda item.

Planning Officer Collette presented on the proposed Land Development Code Amendment, explaining it would add new seasonal storage use. She added it would change the approval process to only require a Certificate of Occupancy rather than requiring a presentation to the Board of Appeals. Collette also confirmed that the Building Code prevent these from being used as residential structures, so no clarification in the drafted amendment is needed.

Chair Boucher asked the Board for any questions – there were none.

Chair Boucher opened the public comments – there were none. Public comments closed.

Chair Boucher asked the Board for any further discussion – there was none.

Member Huhn moved that the Board recommend that City Council ought to pass amending the Land Development Code §165-26 to add flexibility for temporary storage uses. Seconded by Member Jonas. Roll call vote conducted – all in favor, none opposed. Motion passed.

## **OTHER BUSINESS**

### **1. Workshop on Proposed Changes to Manufactured Home Ordinance**

Chair Boucher introduced the agenda item.

Planning Officer Collette presented on the proposed Land Development Code Amendment. She explained it would expand the current set of alternative requirements applying to mobile home parks built prior to 1971 to mobile home parks built prior to January 2026 in order to increase flexibility.

Chair Boucher asked the Board for any questions.

Member Jonas pointed out a difference between the dates listed in the memo and the ordinance. Jonas asked for clarification on if it would apply to mobile home parks built prior to June 1, 2026, or January 1, 2026. Planning Officer Collette confirmed both documents should say January 1, 2026 as the official date.

Chair Boucher asked if this would be presented again at a later meeting. Planning Officer Collette confirmed it is set to appear to Planning Board on July 7.

### **2. Follow-Up/Thoughts on Land Use Plan Updates**

Chair Boucher introduced the agenda item.

Planning Officer Collette shared about staff processes in reviewing the Land Use Plan updates. She emphasized the priority of collaboration across staff with different expertise.

Meeting adjourned at 7:52 PM.

City of Bangor Planning Division  
Planning Board Meeting Minutes – Tuesday, June 16, 2026

Respectfully submitted,

Kayleigh Rienas  
Development Assistant  
Planning Division



# COMMUNITY & ECONOMIC DEVELOPMENT

**CITY OF BANGOR**

PLANNING DIVISION

July 7, 2026

## **Bangor Planning Board**

### ***Findings and Decision***

**Applicant:** Bangor Housing Development Corporation  
Attn: Cindy Witas  
86 Davis Road, Bangor, ME

**Owner:** City of Bangor  
73 Harlow Street, Bangor, ME

**Property Address:** 205 Corporate Drive, Map-Lot R25-001-A

**Zoning District:** Government & Institutional Service District (G&ISD)

**Permit Request:** Land Development Permit for Conditional Use, Major Site Development, and Major SLODA Modification

**Description:** Proposal to construct a 30-unit permanent supportive housing building with a total floor area of 19,100 square feet

**Public Hearing Date:** June 16, 2026

**Permitting Requirements:** §165.111A(1)(5) and 38 M.R.S.A. §481-488

**Board Members Present:** Chair Boucher; Vice Chair Jonas; Members Brush, Hayes, Hobson, and Huhn

**Board Vote:** Motion carried 6-0 to approve the Land Development Permit

### **I. The Record**

The Planning Board reviewed the following exhibits:

1. Land Development Permit application, submitted by Bangor Housing Development Corporation on 05.01.2026
2. Revised Plan Set, submitted on 05.29.2026
3. Proof of payment, submitted by Bangor Housing Development Corporation on

05.01.2026

4. Cover Letter, submitted by Sevee & Maher Engineers, Inc. on 05.01.2026
5. Revised Project Description and Site Map, submitted by Sevee & Maher Engineers, Inc. on 05.29.2026
6. Revised SLODA Narrative, submitted by Sevee & Maher Engineers, Inc. on 05.29.2026
7. [Deleted]
8. Department of Agriculture, Conservation, and Forestry response letter, submitted by Sevee & Maher Engineers, Inc. on 05.01.2026
9. Architectural Narrative, Drawings, and Renderings, submitted by Sevee & Maher Engineers, Inc. on 05.01.2026
10. BWD Capacity letter, submitted by Sevee & Maher Engineers, Inc. on 05.01.2026
11. Revised Construction Stormwater Pollution Prevention Plan, submitted by Sevee & Maher Engineers, Inc. on 05.29.2026
12. Deed & Interest, submitted by Sevee & Maher Engineers, Inc. on 05.01.2026
13. FEMA Map, submitted by Sevee & Maher Engineers, Inc. on 05.01.2026
14. Financial Capacity Letter, submitted by Sevee & Maher Engineers, Inc. on 05.01.2026
15. Department of Inland Fish and Wildlife Letter, submitted by Sevee & Maher Engineers, Inc. on 05.01.2026
16. Revised Inspection Checklist and Report Form, submitted by Sevee & Maher Engineers, Inc. on 05.29.2026
17. Lighting Details, submitted by Sevee & Maher Engineers, Inc. on 05.01.2026
18. Maine Historic Preservation Commission Letter, submitted by Sevee & Maher Engineers, Inc. on 05.01.2026
19. Revised Pre-development HydroCAD Calculations, submitted by Sevee & Maher Engineers, Inc. on 05.29.2026
20. Revised Post-development HydroCAD Calculations, submitted by Sevee & Maher Engineers, Inc. on 05.29.2026
21. Revised Redevelopment and Stormwater Summary and BMP Sizing, submitted by Sevee & Maher Engineers, Inc. on 05.29.2026
22. Sewer Capacity Letter, submitted by Sevee & Maher Engineers, Inc. on 05.01.2026
23. Revised NRCS SOIL REPORT, submitted by Sevee & Maher Engineers, Inc. on 05.29.2026
24. Revised Stormwater Management Report, submitted by Sevee & Maher Engineers, Inc. on 05.29.2026
25. Wetlands and Protected Natural Resources Report, submitted by Sevee & Maher Engineers, Inc. on 05.01.2026
26. Autoturn Figure, submitted by Sevee & Maher Engineers, Inc. on 05.29.2026
27. Urban Impaired Stream Watershed Maps, submitted by Sevee & Maher Engineers, Inc. on 05.29.2026
28. Land Development Permit checklist, sent to Sevee & Maher Engineers, Inc on 05.13.2026
29. Bangor Water District sign-off, received via email on 05.13.2026
30. Fire Comments, sent to Sevee & Maher Engineers, Inc on 05.13.2026
31. Fire Comments regarding clearance for trucks, sent to Sevee & Maher Engineers, Inc on 05.13.2026

32. Engineering Comments, sent to Sevee & Maher Engineers, Inc on 05.14.2026
33. Engineering Sewer Capacity Verification, received via email on 05.14.2026
34. Forestry Division Correspondence, received via email on 05.14.2026
35. Response to Staff Comments, submitted by Sevee & Maher Engineers, Inc on 05.29.2026
36. Code sign-off, received via email on 05.29.2026
37. Fire Prevention sign-off, received via email on 05.29.2026
38. Additional Planning Comments, sent to Sevee & Maher Engineers, Inc on 06.04.2026
39. Additional Engineering Comments, sent to Sevee & Maher Engineers, Inc on 06.04.2026
40. Engineering Sign-off and Correspondence, received via email on 06.10.2026
41. List of abutters within 500 ft of the subject property, generated by staff on 06.04.2026
42. Public notice sent to abutters within 500 ft on 06.05.2026
43. Notice of mailing by Walter Ryan via email on 06.05.2026
44. BDN Ad Proof, run by BDN on 06.06.2026

## **II. Project Description and Permit Requirements**

The Project will consist of constructing a 30-unit permanent supportive housing building with a total floor area of 19,100 square feet. The property is located at 205 Corporate Drive, Map-Lot R25-001-A, in the Government & Institutional Service District (G&ISD). This project will result in 84,750 square feet of developed area and 37,339 square feet of net new impervious area (due to the demolition of an existing walkway and paved turnaround on the site).

As a conditional use in the Government and Institutional Service District, per §165-97B, the project must also meet the requirements of Article II through XII, any applicable development standards of Article XIX, and the Conditional Use standards of Chapter 165-9.

This project must also meet the land development approval standards in §165-114 and as a SLODA modification, the requirements of §38 M.R.S.A. § 484 and Department of Environmental Protection regulations, Chapters 371, 372, 373, 375, 376, 377, 500, 501, and 502. The SLODA permit being modified is the Post 1971 Bangor International Airport (BIA) Site Location of Development Permit, with local file number SLODA-BGR-00040 and DEP file number #L-2976-18-B-N.

## **III. Procedural Background**

1. The Application was deemed complete on June 16th, 2026.
2. The Applicant paid all applicable fees (Exhibit 3).
3. The proposed Project is a Major Site Development, Conditional Use, and Major SLODA Modification.
4. The Board finds that, pursuant to Exhibits 2, 5, and 9, the use of this property is institutional in nature, so subdivision approval is not required.

#### **IV. Applicable Provisions and Findings**

##### **Part 1 – The Project meets the requirements of Articles II through XII**

1. The Board finds that, based on Exhibits 2, 11, 16, and 24, the applicant satisfied §165-33.1 of the Land Development Code regarding best management practices of Erosion and Sediment Control.
2. The Board finds, that based on Exhibit 2, the applicant satisfied §165-62 of the Land Development Code regarding providing adequate visual clearance on corner lots, §165-64's requirements for side yard width, and §165-68's requirements of minimum lot frontage
3. The Board finds that, based on Exhibit 2, the applicant satisfied §165-72 of the Land Development Code regarding the required number of parking spaces, §165-73's requirements regarding parking area location and screening, and §165-74's requirements regarding parking area design, construction and maintenance.
4. The Board finds that, based on Exhibit 2, the applicant satisfied §165-76 of the Land Development Code regarding the required number of loading spaces, §165-77's requirements regarding loading space sizes, and §165-78's general requirements for loading spaces.
5. The Board finds that, based on Exhibits 2, 29, 33, and 40, the applicant satisfied §165-79 of the Land Development Code regarding providing the necessary utility services required, §165-80's requirements regarding providing adequate water and sewerage services, and 165-83's requirements regarding providing adequate electrical service.
6. The Board finds that, based on Exhibits 2 and 17, the applicant satisfied §165-81 of the Land Development Code regarding providing adequate lighting and preventing light pollution and trespass.
7. The Board finds that, based on Exhibits 2 and 37, the applicant satisfied §165-82's requirements regarding having adequate fire protection.
8. The Board finds that, based on Exhibits 2, 19-21, 24, 32, 39, and 40, the applicant satisfied §165-84 of the Land Development Code regarding providing adequate storm drainage and stormwater offset.
9. The Board finds that, based on Exhibits 22 and 33, the applicant satisfied §165-85 and §165-86 of the Land Development Code regarding providing information on sanitary flows and compliance with sewer regulations.

**Part 2 – The Project meets the District Site Development Standards under Article XIX**

The Board finds that, based on Exhibits 2 and 36, the applicant satisfied § 165-135 of the Land Development Code regarding height limit, floor area ratio, impervious surface ratio, and buffer yards.

**Part 3 – The Project meets the requirements of § 165-97 – Government and Institutional Service District (G&ISD)**

The Board finds that, based on the findings made in Parts 1 and 2 of this document, the Project meets the requirements of §165-97B for uses within the Government and Institutional Service District (G&ISD).

**Part 4 – The Project meets the requirements of §165-114 – Land Development Approval Standards**

1. The Board finds that, based on Exhibits 2, 35, and 40, the applicant satisfied Land Development Code §165-114B's requirement that the proposed parking and loading layout are arranged in a reasonable and safe configuration, including the provision for safe pedestrian travel to all on-site uses, and §165-114C's requirement that all proposed access drives are reasonably necessary and safe.
2. The Board finds that, based on Exhibits 2, 15, 21, 24, 25, 27, 32, and 40, the applicant satisfied Land Development Code §165-114D's requirement that the proposed development will not have unreasonable adverse effects on abutting or downstream properties or protected resources such as wetlands, lakes, streams or brooks, and that all downstream channels or municipal stormwater collection systems have adequate capacity to carry the flow without significant negative effects.
3. The Board finds that, based on Exhibits 2 and 17, the applicant satisfied Land Development Code §165-114E's requirements that all outdoor lighting shall be designed, installed and maintained to avoid unreasonable adverse effects from light pollution.
4. The Board finds that, based on Exhibits 2 and 35, the applicant satisfied Land Development Code §165-114F's requirements for landscaping.
5. The Board finds that, based on Exhibit 2, the applicant satisfied Land Development Code §165-114G, requiring buildings to be situated to avoid unreasonable adverse effects on adjacent properties or public rights-of-way.

6. The Board finds that, based on Exhibits 2, 6-27, 29, 33, 35, and 40, the applicant is in compliance with 38 M.R.S.A §484 and applicable Department of Environmental Protection regulations, which includes Chapters 371-373, 375-377, and 500-502.

**Part 5 – The Project meets the criteria for a Conditional Use under of §165-9A**

1. The Board finds that, based on the findings made in Parts 1-4 of Section IV of this document, the applicant satisfied Land Development Code §165-9A(1)'s requirements regarding not requiring a variance of development or other standards.
2. The Board finds that, based on Exhibits 2 and 5, the applicant satisfied Land Development Code §165-9A(2)'s requirements regarding not creating unreasonable traffic congestion or hazardous conditions on contiguous or adjacent streets.
3. The Board finds that, based on the findings made in Parts 1-4 of Section IV of this document, the applicant satisfied Land Development Code §165-9A(3)'s requirements for providing and maintaining adequate and appropriate utilities, fire protection, drainage, parking and loading and other necessary site improvements.
4. The Board finds that, based on Exhibits 2, 5, and 9, the applicant satisfied Land Development Code §165-9A(4)'s requirements regarding the proposed use being appropriate for the location in which it is sought because it conforms to the general physical development pattern of the immediate area.

**V. Decision**

**The Board finds that the project meets the requirements for a Land Development Permit for a Major Site Development, Conditional Use, and Major SLODA Modification and therefore, the Board grants the Land Development Permit for the proposed project.**

**VI. General Permit Requirements:**

- A. This permit does not relieve the applicant from any other state or federal permits that may be required for the project.
- B. Prior to construction, the applicant should contact the Code Enforcement Office and Engineering Office for any additional permits that may be required.
- C. Applicant must commence construction within one year from the date of approval and complete the project by June 16, 2028, unless extensions of time are granted per the provisions of Chapter 165-113E.

- D. No certificate of occupancy for any structure will be issued by the Code Enforcement Division until the property for which the certificate is sought is in compliance with all applicable regulations, including but not limited to building, zoning, and stormwater requirements. A temporary certificate of occupancy may be issued when necessary under the provisions of § [165-113G of the City's Land Development Code](#).
  
- E. Upon completion, a digital as-built plan or plans shall be submitted to the Code Enforcement Officer. Additionally, a certificate of compliance stamped by a registered professional engineer or a registered land surveyor must be submitted to the Code Enforcement Office indicating that the site development has been completed in accordance with the approved revised plan.
  
- F. No change shall be made to a property approved for a conditional use that would cause the property to fail to comply with the details of the Board's approval under the standards of §165-9A, unless approved by the Planning Board through a review of the changed conditional use.
  - (a) Building details. Changes to building elevations which impact the elements reviewed and approved by the Board may only be approved by the Planning Board. Changes to architectural details not within the scope of § **165-9A(4)** do not require Planning Board approval.
  
  - (b) Traffic analysis. Changes to trip generation or peak hour of generation do not require Planning Board approval if the following standards are met as determined by the Code Enforcement Officer in consultation with the City Engineer:
    - (1) The number of trips during the peak hour does not increase.
    - (2) The peak hour does not change to a different hour.
    - (3) The peak hour does not change from a weekday to a weekend day, or vice versa.
  
- G. Conditional uses which are discontinued for more than 12 consecutive months are deemed abandoned.

Failure to comply with the conditions listed above constitutes a violation of the Bangor Land Development Code as prescribed in Chapter 165-10G.

This If you should have any questions or desire further information, please do not hesitate to give the Planning Division a call at 207.992.4280.

Sincerely,

City of Bangor Planning Board

_____	_____
_____	_____
_____	_____
_____	_____

CC: City of Bangor Planning Division  
City of Bangor Code Enforcement Division

**Building Permit and Certificate of Occupancy Checklist**

**Before applying for a Building Permit:**

- Please contact the Code Enforcement and Engineering Departments for any other permits that may be necessary.
- Please contact the Engineering Department for an E-911 address.

**Before applying for a Certificate of Occupancy:**

- Digital as-built plan or plans shall be submitted to the Code Enforcement Officer. Additionally, a certificate of compliance stamped by a registered professional engineer or a registered land surveyor must be submitted to the Code Enforcement Office indicating that the site development has been completed in accordance with the approved revised plan.



## **CITY COUNCIL ACTION**

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Council Meeting Date: 6/22/2026

Item No:

Responsible Dept: Planning

Action Requested: Ordinance

Map/Lot: N/A

### **Title, Ordinance**

---

Amending Chapter 165, Land Development Code by Adding Flexibility for Manufactured Home Parks Existing as of January 1, 2026

### **Summary**

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This ordinance amendment would amend the Land Development Code by allowing manufactured home parks existing as of January 1, 2026 to use more flexible development standards. Currently, the alternative development standards listed in this chapter only apply to parks existing before September 13, 1971. This poses issues for parks that were developed in the decades that followed 1971 since they have to follow the standards for new parks and in some cases, this is preventing the placement of homes on vacant lots, which affects the supply of affordable housing.

### **Committee Action**

---

Committee: Planning Board

Meeting Date: 7/7/2026

Action:

For:

Against:

### **Staff Comments & Approvals**

---

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Solicitor

\_\_\_\_\_  
Finance Director

**Introduced for:** First Reading and Referral



## CITY COUNCIL ORDINANCE

---

Date: 6/22/2026

Assigned to Councilor:

**ORDINANCE**, Amending Chapter 165, Land Development Code by Adding Flexibility for Manufactured Home Parks Existing as of January 1, 2026;

**WHEREAS**, at present, the current ordinance for manufactured home parks limits the more flexible, alternative development standards to parks existing before September 13, 1971;

**WHEREAS**, at present, this poses issues for parks that were developed in the decades that followed 1971 that have to meet the standards for new parks;

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BANGOR AS FOLLOWS, THAT**

Chapter 165 of the Code of the City of Bangor is amended as follows:

**§ 165-121 Existing mobile home parks.**

...

- B. Any mobile home park in existence prior to January 1, 2026 ~~the effective date of this chapter, but after September 13, 1971~~ must meet the development requirements of §165-121D below. ~~§165-120.~~
- C. ~~Any application for the reconstruction of an mobile home park under this chapter shall comply with the provisions of Article XVI and this article, are permitted to use the alternative development requirements outlined in Subsection E below.~~
- D. Any existing mobile home park developed prior to January 1, 2026 ~~September 13, 1971~~, may be reconstructed in its entirety in accordance with the provisions of this subsection.

...

Additions are underlined, deletions ~~struck through~~.

Please be advised that the Planning Board of the City of Bangor will hold a public hearing on Tuesday, July 7<sup>th</sup>, 2026, beginning at 7 p.m. in the Council Chambers on the 1<sup>st</sup> floor of City Hall (73 Harlow Street) and will consider the following amendments to the Land Development Code:

**To amend the Land Development Code, §165-121, to Add Flexibility for Manufactured Home Parks Existing as of January 1, 2026.**

To receive a copy of the proposed amendments or to submit comments, please call 207.992.4257 or email [planning@bangormaine.gov](mailto:planning@bangormaine.gov). Please submit any comments by 4 p.m. on July 6<sup>th</sup>, 2026. Interested parties can also make an appointment by email or phone to meet with Planning Division staff. Bangor City Hall is open to attend the meeting in person. Interested parties may also attend the meeting on Zoom. Public comments are allowed over Zoom; however, you must register before 9 a.m. on July 7<sup>th</sup> at <https://bangormaine.gov/504/Meeting-Participation>. Zoom details can be found at the city's website under [www.bangormaine.gov/calendar](http://www.bangormaine.gov/calendar). The meeting may also be streamed live via the City of Bangor's YouTube page; however, comments are not enabled on this page. Please call our office if you have questions about the process or participation in the hearing process.



Anja Collette,  
Planning Officer

*Newspaper advertisement dates June 25 & 30, 2026*

## Legal Notices



### CITY OF BANGOR

Please be advised that the Planning Board of the City of Bangor will hold a public hearing on Tuesday, July 7th, 2026, beginning at 7 p.m. in the Council Chambers on the 1st floor of City Hall (73 Harlow Street) and will consider the following amendments to the Land Development Code:

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A handwritten signature in black ink, appearing to read "Anja Collette".

Anja Collette  
Planning Officer

July 25, 30, 2026



# COMMUNITY & ECONOMIC DEVELOPMENT

**CITY OF BANGOR**

PLANNING DIVISION

July 21, 2026

## **Bangor Planning Board**

### ***Findings and Decision***

**Applicant/Owner:**

ERG Realty LLC  
Attn: Carol Epstein  
PO Box 2400  
Bangor, Maine 04402-2400

**Agent:**

Plymouth Engineering, Inc.  
8 Main St, Unit C  
Newport, ME 04953

**Property Address:**

557 Stillwater Ave, Map-Lot R62-006

**Zoning District:**

Contract Shopping & Personal Service (S&PS)

**Permit Request:**

Land Development Permit for Planned Group Development

**Description:**

Proposal to create an Integrated Shopping Center to add additional signage for a potential fourth building

**Planning Board Review Date:** July 7, 2026

**Permitting Requirements:** §165-111.A.(6) & §165-69

**Board Members Present:**

**Board Vote:**

Motion carried  to approve the Land Development Permit.

## **I. The Record**

The Planning Board reviewed the following exhibits:

1. Land Development Permit Application, submitted by Plymouth Engineer, Inc. on 06.08.26
2. Revised Site Plans, submitted by Plymouth Engineer, Inc. on 06.29.26

3. Payment received by Planning staff on 06.08.26
4. Letter of Transmittal, submitted by Plymouth Engineer, Inc. on 06.08.26
5. Deed, submitted by Plymouth Engineer, Inc. on 06.23.2026
6. Code Enforcement comments, received via email on 06.23.2026
7. Staff comments, sent to Plymouth Engineer, Inc. via email on 06.24.2026
8. Staff and applicant comments, sent to Plymouth Engineer, Inc. via email on 06.26.2026
9. Public Notice, sent to abutters within 100 ft of the subject property on 06.25.2026
10. Notice of Mailing, generated by staff on 06.25.2026
11. List of abutters within 100 ft of the subject property, generated by staff on 06.24.2026

## **II. Project Description and Permit Requirements**

The Project creates an Integrated Shopping Center to add additional signage for a potential fourth building as a Planned Group Development. The project will take place on Map-Lot R62-006, which is in the Shopping & Personal Service District (S&PS)

As the project consists of creation of three or more lots on a parcel, the proposal must meet the requirements for Land Development Permit. Additionally, since the created lots will share the driveways, parking, and common areas/open spaces and the development spans three parcels, this project must be considered a Planned Group Development, and must therefore meet the requirements of §165-69.

## **III. Procedural Background**

1. The application was deemed complete on July 7, 2026.
2. The applicant paid all applicable fees (Exhibit 3).
3. The proposed project is a Planned Group Development.

## **IV. Applicable Provisions and Findings**

### **Part 1 – The Project meets the requirements of §165-69 Planned Group Development**

1. The Board finds that, based on Exhibit 2, the applicant satisfied §165-69 of the Land Development Code regarding the requirements for planned group developments.

## **V. Decision**

**The Board finds that the project meets the requirements for a Planned Group Development and therefore, the Board grants the Land Development Permit for the proposed Project.**

## **VI. General Permit Requirements:**

- A. This permit does not relieve the applicant from any other state or federal permits that may be required for the project.
- B. Prior to construction, the applicant should contact the Code Enforcement Office and Engineering Office for any additional permits that may be required.
- C. The applicant must contact the Engineering Office for E911 addresses for the new dwelling units.
- D. Applicant must commence construction within one year from the date of approval and complete the project by July 7, 2028, unless extensions of time are granted per the provision of Chapter 165-113E.
- E. No building permit shall be issued by the Code Enforcement Division for the construction of any structure within a subdivision which has not been recorded in the Penobscot County Registry of Deeds.
- F. No building permit shall be issued by the Code Enforcement Division for the construction of any structure within a subdivision until all infrastructure needed to support said structure has been constructed, installed, and inspected by the appropriate City authority. Infrastructure includes, but is not limited to, public and private roads; sewer, water and electric mains; and stormwater infrastructure designed to treat water from the subdivision.
- G. No certificate of occupancy for any structure will be issued by the Code Enforcement Division until the property for which the certificate is sought is in compliance with all applicable regulations, including, but not limited to, building, zoning, and stormwater requirements. A temporary certificate of occupancy may be issued when necessary under the provisions of § [165-113G of the City's Land Development Code](#).
- H. Upon completion, a digital as-built plan or plans shall be submitted to the Code Enforcement Officer. Additionally, a certificate of compliance stamped by a registered professional engineer or a registered land surveyor must be submitted to the Code Enforcement Office indicating that the site development has been completed in accordance with the approved plan.

Failure to comply with the conditions listed above constitutes a violation of the Bangor Land Development Code as prescribed in Chapter 165-10G.

This If you should have any questions or desire further information, please do not hesitate to give the Planning Division a call at 207.992.4280.

Sincerely,

City of Bangor Planning Board

_____	_____
_____	_____
_____	_____
_____	_____

CC: City of Bangor Planning Division  
City of Bangor Code Enforcement Division

**Building Permit and Certificate of Occupancy Checklist**

**Before applying for a Permit from Code Enforcement:**

- The Planned Group Development must be recorded at the Registry of Deeds.

Payment received  
6/8/26 by MA

**CITY OF BANGOR**  
**LAND DEVELOPMENT PERMIT APPLICATION**

Permit No.: \_\_\_\_\_  
Date: \_\_\_\_\_

Site Development Plan: \_\_\_\_\_ \*Conditional Use: \_\_\_\_\_ \*Both: \_\_\_\_\_  
Subdivision Development: \_\_\_\_\_ \*Preliminary: \_\_\_\_\_ Final: \_\_\_\_\_  
\*Mobilehome Park: \_\_\_\_\_

Applicant: ERG REALTY LLC Telephone No.: 207.945.6222  
Address: PO BOX 2400, BANGOR, ME 04402-2400  
Location of Site: 557 STILLWATER AVE. Map: 62 Lot: 006  
Watershed: Penjawoc Total Area Proposed to be Disturbed: 0  
Owner of Site if different from applicant: \_\_\_\_\_ Zoning District: S&PS  
Address: \_\_\_\_\_

Primary Contact Person: Carol Epstein

Description of interest of applicant in site, if not owner (e.g., owner, lease, option, purchase & sales agreement):  
Owner If not owner include copy of said agreement  
Describe proposed use and indicate floor area (If combination of uses, give floor area devoted to each):  
Converting previously separate approvals of Cinema Center, Chipotle, Retail Building into an Integrated Shopping Center as a Planned Group Develop.  
Addition of a second pylon sign as allowed in the Land Development Code. Proposed sign is >100' from existing Cinema Sign

**LID techniques** help retain stormwater on site. They include such things as pervious pavement, rain gardens, bioretention cells, and infiltration systems.  
Were LID techniques used on this project? Yes If not, why? \_\_\_\_\_

Projected Starting Date: \_\_\_\_\_ Projected Completion Date: \_\_\_\_\_

Signature of applicant(s) or agent:  Printed Name: Fred S. Marshall

**Submittal Requirements**

Submittal Requirements of development types are described in the Land Development Code for:

- 1. Site Development Plan, Chapter 165, Article XVI, Section 112
- 2. Subdivisions, Chapter 165, Article XVIII, Sections 126 and 128
- 3. Mobilehome Parks, Chapter 165, Article XVIII, Section 19

Processing Fees: \_\_\_\_\_ Advertising Fees: \_\_\_\_\_

**A COMPLETED APPLICATION FORM, PLAN SUBMITTALS, EVIDENCE OF STANDING, PROCESSING AND ADVERTISING FEES ARE ALL REQUIRED IN ORDER TO HAVE A COMPLETE APPLICATION. PLEASE KNOW OUR FEE SCHEDULE IS AVAILABLE ON THE CITY'S WEBSITE, AND WE ALWAYS REQUIRE FEES UP FRONT BEFORE REVIEWING AN APPLICATION, NOT AFTER IT'S BEEN PUT ON A PLANNING BOARD AGENDA.**

Date Received by Planning Division Office: \_\_\_\_\_

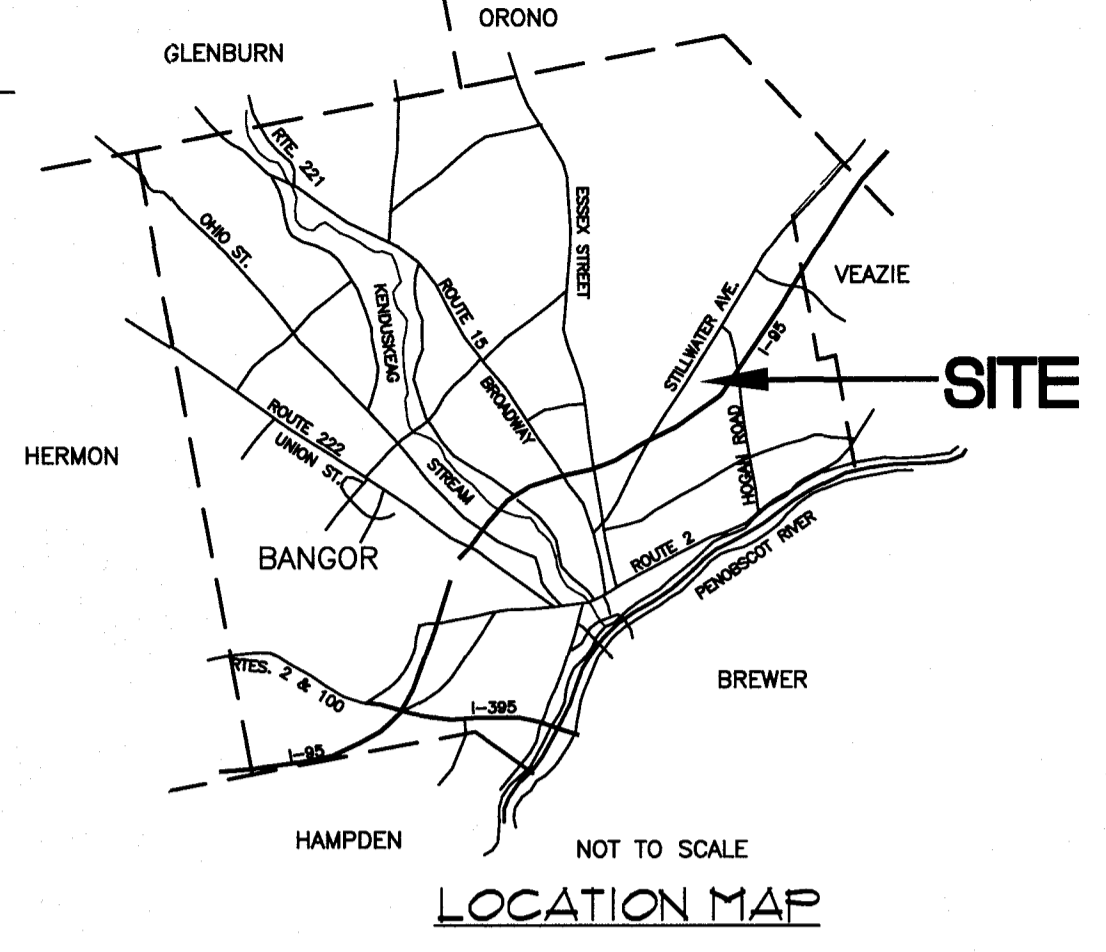
Decision and reason of Code Enforcement Office for Conditional Use: \_\_\_\_\_

Action taken by Planning Board: \_\_\_\_\_

\* Any advertising costs above the amount listed in Schedule of Fees must be paid by applicant  
\* There is no guarantee a project will be on a certain Planning Board meeting; agenda assignments depend on timing of application submission and extent of application completeness

**LEGEND**

- EXISTING PROPERTY LINE
- - - PROPOSED PROPERTY LINE
- - - PROPOSED SETBACK LINE
- - - EXISTING SETBACK LINE
- - - EXISTING EASEMENT
- - - PROPOSED EASEMENT
- - - ROAD CENTERLINE
- 124- EXISTING MINOR CONTOUR
- 124- EXISTING MAJOR CONTOUR
- 124- PROPOSED CONTOUR
- SD- EXISTING STORMDRAIN
- SD- PROPOSED STORMDRAIN
- S- EXISTING SANITARY SEWER
- S- PROPOSED SANITARY SEWER
- W- EXISTING WATER LINE
- W- PROPOSED WATER LINE
- G- EXISTING GAS LINE
- G- PROPOSED GAS LINE
- UD- EXISTING UNDERDRAIN
- UD- PROPOSED UNDERDRAIN
- FM- EXISTING FORCEMAIN
- FM- PROPOSED FORCEMAIN
- OHE- EXISTING OVERHEAD ELECTRIC & TELEPHONE
- OHE- PROPOSED OVERHEAD ELECTRIC & TELEPHONE
- UGE- EXISTING UNDERGROUND ELECTRIC & TELEPHONE
- UGE- PROPOSED UNDERGROUND ELECTRIC & TELEPHONE
- - - EXISTING EDGE OF PAVEMENT
- - - PROPOSED EDGE OF PAVEMENT
- - - EXISTING EDGE OF GRAVEL
- - - PROPOSED EDGE OF GRAVEL
- - - EXISTING CURB
- - - PROPOSED CURB
- - - EDGE OF WATER
- - - EXISTING TREE LINE
- - - PROPOSED TREE LINE
- - - CHAIN LINK FENCE
- - - BARB WIRE FENCE
- - - STOCKADE FENCE
- - - PROPOSED FENCE
- - - MATCH LINE
- - - ZONE LINE
- - - STREAM
- - - SOIL BOUNDARY
- - - RAILROAD
- - - EXISTING GUARDRAIL
- - - PROPOSED GUARDRAIL
- - - SILT FENCE
- - - TEST PIT
- ⊙ TP-A EXISTING MONITORING WELL
- ⊙ MW-8 PROPOSED MONITORING WELL
- ⊙ B-9 EXISTING BORING
- ⊙ B-9 PROPOSED BORING
- ⊙ EXISTING VALVE
- ⊙ PROPOSED VALVE
- ⊙ EXISTING HYDRANT
- ⊙ PROPOSED HYDRANT
- ⊙ EXISTING TRANSFORMER
- ⊙ PROPOSED TRANSFORMER
- ⊙ EXISTING LIGHT POLE
- ⊙ PROPOSED LIGHT POLE
- ⊙ EXISTING UTILITY POLE
- ⊙ PROPOSED UTILITY POLE
- ⊙ EXISTING CATCH BASIN
- ⊙ PROPOSED CATCH BASIN
- ⊙ EXISTING DRAIN MANHOLE
- ⊙ PROPOSED DRAIN MANHOLE
- ⊙ EXISTING SEWER MANHOLE
- ⊙ PROPOSED SEWER MANHOLE
- ⊙ EXISTING WELL
- ⊙ PROPOSED WELL
- x 30.20 EXISTING SPOT GRADE
- x 30.20 PROPOSED SPOT GRADE
- △ SURVEY CONTROL POINT
- EXISTING MONUMENT
- ⊙ PROPOSED MONUMENT
- ⊙ EXISTING IRON PIPE
- ⊙ PROPOSED IRON PIPE
- ⊙ EXISTING SIGN
- ⊙ PROPOSED SIGN
- ▭ EXISTING BUILDING
- ▭ PROPOSED BUILDING
- ▭ EXISTING CONCRETE PAD
- ▭ PROPOSED CONCRETE PAD
- ▭ WETLAND AREA
- ▭ ROCK OUTCROP
- ▭ RIPRAP
- ▭ EXISTING PAVEMENT AREA
- ▭ PROPOSED PAVEMENT AREA



STATE OF MAINE  
 PENOBSCOT COUNTY SS REGISTRY OF DEEDS  
 RECEIVED \_\_\_\_\_ 20\_\_\_\_  
 AT \_\_\_\_\_ h \_\_\_\_\_ m \_\_\_\_\_ M. AND RECORDED IN  
 PLAN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 ATTEST \_\_\_\_\_ REGISTRAR

**PLANNING BOARD APPROVAL BLOCK**  
 THIS IS TO CERTIFY THAT AFTER REVIEWING THE PLANNED GROUP DEVELOPMENT SHOWN BY THIS PLAN AND CONSIDERING EACH OF THE CRITERIA SET FORTH IN CHAPTER 165, LAND DEVELOPMENT CODE, ARTICLE IX, CHAPTER 165.69, PLANNED GROUP DEVELOPMENT, THE UNDERSIGNED HAVING MADE FINDINGS OF FACT ESTABLISHING THAT THE PROPOSED PLANNED GROUP DEVELOPMENT MEETS ALL OF THE CRITERIA SET FORTH THEREON AND THEREFORE THE PLANNED GROUP DEVELOPMENT IS APPROVED.

DATE \_\_\_\_\_  
 CHAIRPERSON \_\_\_\_\_

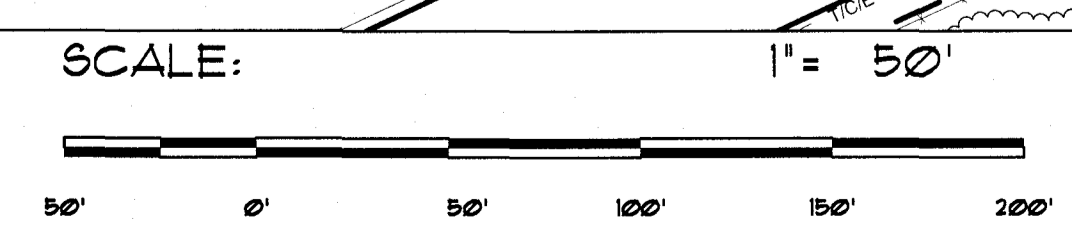
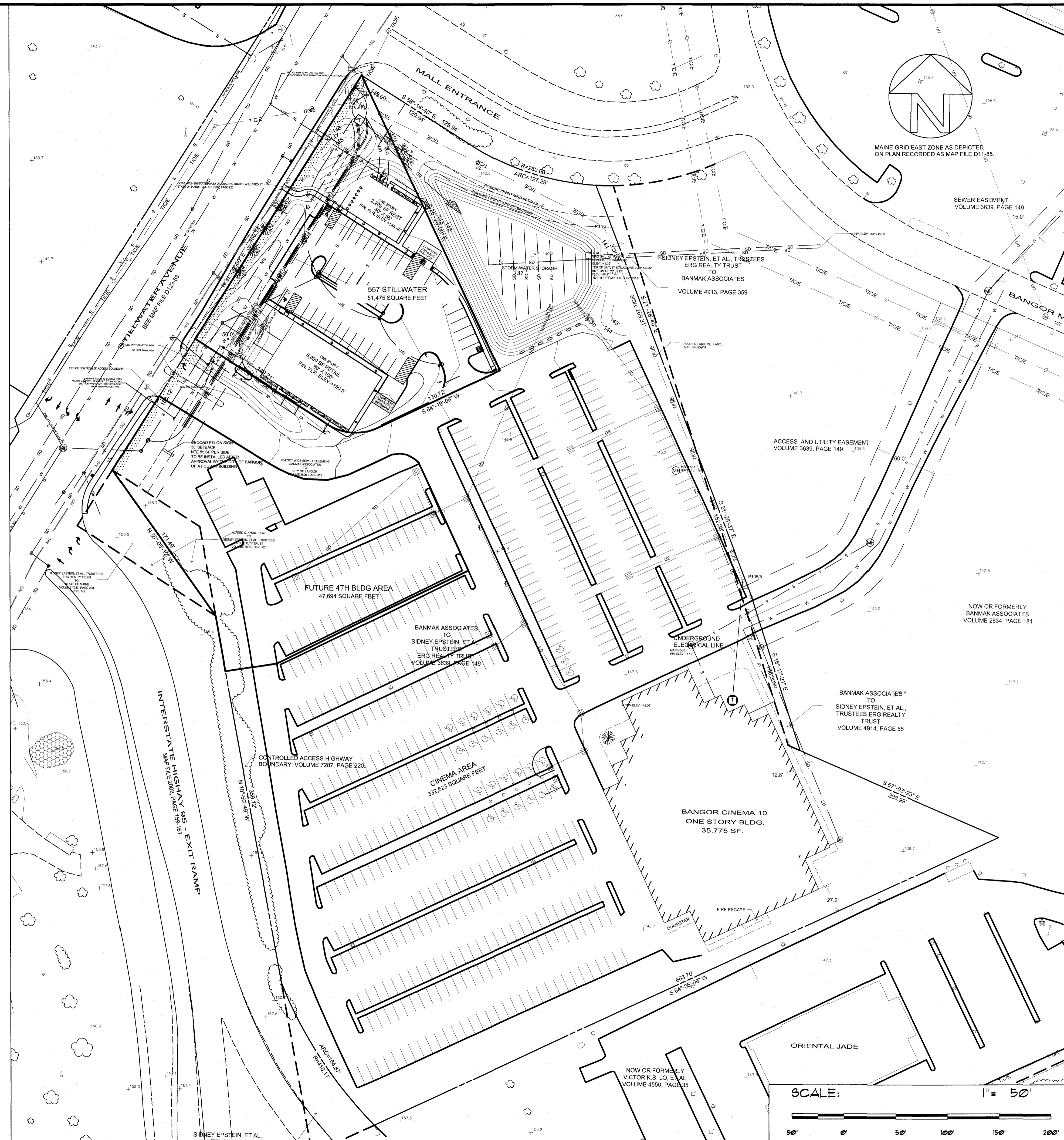
**SITE PLAN NOTES:**

1. THE PURPOSE OF THIS DRAWING IS TO DOCUMENT THE PROPERTY AS A PLANNED GROUP DEVELOPMENT AS DEFINED BY THE CITY OF BANOR LAND DEVELOPMENT CODE.
2. AS A PLANNED GROUP DEVELOPMENT, CURRENT AND FUTURE LEASE HOLDERS WILL HAVE SHARED ACCESS TO THE DRIVEWAYS, PARKING AND COMMON AREAS/OPEN SPACES.
2. LEASE AREAS ARE SUBJECT TO MODIFICATION WHEN AGREED UPON BETWEEN THE ERG REALTY LLC AND EACH LEASE HOLDER.

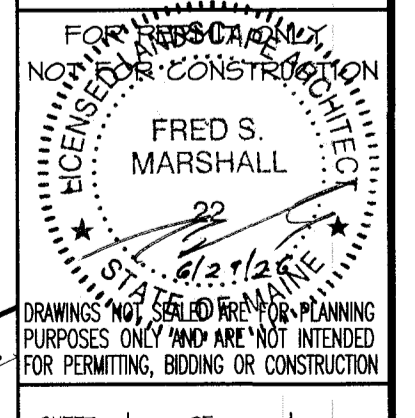
**SITE PLAN NOTES:**

**PLAN REFERENCES:**

1. CULTURAL FEATURES AND TOPOGRAPHY COMPILED BY STANDARD PHOTOGRAMMETRIC METHODS FROM AERIAL PHOTOGRAPHY DATED APRIL 29, 2001. TOPOGRAPHIC INFORMATION OF THE "LANDLORD'S RESERVE AREA" DEVELOPED BY PUSGA & DAY LAND SURVEYORS, BANGOR, MAINE, PROJECT NUMBER 03082 DATED OCTOBER 7, 2013. ELEVATIONS ARE REFERENCED TO BANGOR CITY DATUM.
2. THIS PLAN IS BASED UPON A PLAN TITLED "LAND TITLE SURVEY, PROPERTY OF TRUSTEES OF ERG REALTY TRUST, PENOBSCOT COUNTY REGISTRY OF DEEDS, VOLUME 3592, PAGE 128, VOLUME 3639, PAGE 149, 557 STILLWATER AVENUE, BANGOR, MAINE" BY PUSGA & DAY LAND SURVEYORS, 72 MAIN STREET, BANGOR, MAINE 04401. PROJECT NUMBER 03082, DATED APRIL 30, 2003.
3. THE BEARINGS AND NORTH ORIENTATION ARE BASED ON NAD 1983 MAINE EAST ZONE. CONTOURS AND ELEVATIONS ARE BASED ON NGVD 1929.
4. SITE LOCATION ORDERS ISSUED BY THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION RECORDED IN VOLUME 2958, PAGE 153, VOLUME 2976, PAGE 305, VOLUME 4829, PAGE 96, AND VOLUME 4875, PAGE 85, PERTAIN TO THE SUBJECT PROPERTY.
5. THE SUBJECT PROPERTY IS A PORTION OF LOT 21 AS SHOWN ON SUBDIVISION PLANS RECORDED AS MAP FILE D5-82 AND D11-85.
6. THE LOCATION SHOWN ON THIS PLAN OF ABOVE GROUND AND UNDERGROUND UTILITIES INCLUDING ELECTRICITY, WATER, TELEPHONE, SANITARY SEWER, NATURAL GAS, AND STORM WATER ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED PRIOR TO ANY WORK.
7. FEDERAL, STATE, AND MUNICIPAL LAWS AND REGULATIONS REQUIRE ANYONE PERFORMING ANY SORT OF EXCAVATION, INCLUDING DIGGING, BORING, BACKFILLING, OR GRADING TO NOTIFY "DIG-SAFE" (1-800-344-7233) AND ANY APPLICABLE UTILITY THAT IS NOT A PARTICIPANT IN "DIG-SAFE", AT LEAST 72 HOURS PRIOR TO COMMENCING WORK.
8. THIS PROJECT IS TO BE SERVICED BY PUBLIC WATER AND PUBLIC SANITARY SEWER. PUBLIC WATER IS PROVIDED BY THE BANGOR WATER DISTRICT. PUBLIC SEWER IS PROVIDED BY THE BANGOR SANITARY DISTRICT.
9. ANY PROPERTY LINES, EASEMENTS, AND OTHER REAL PROPERTY DESCRIPTIONS DEPICTED ON THIS PLAN ARE FOR THE USE OF THE CLIENT OR THEIR AGENT(S) AND ANY PERMITTING REVIEW AGENCIES. THEY DO NOT DEFINE LEGAL RIGHTS OR MEET LEGAL REQUIREMENTS FOR A LAND SURVEY, AND SHALL NOT BE USED IN LIEU OF A SURVEY AS THE BASIS OF ANY LAND TRANSFER OR ESTABLISHMENT OF ANY PROPERTY RIGHT.



PROJECT NAME: <b>BANGOR MALL CINEMAS 10</b> 557 STILLWATER AVENUE Bangor, Maine SHEET NAME: <b>Planned Group Development</b>	REVISIONS NO. DATE DESCRIPTION  	PROJECT NO. 24231 DRAWING NO. 24231-Area.dwg FIELDBOOK: N/A SCALE: AS SHOWN DATE ISSUED: June 23, 2025 CLIENT: ERG Realty, LLC PO Box 2400 Bangor, Maine 0442-2400	<b>Plymouth Engineering, Inc.</b> P.O. Box 46 30 Lower Detroit Road Plymouth, Maine 04989 Tel: (207) 257-2071 Fax: (207) 257-2130 info@plymouthengineering.com www.plymouthengineering.com
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SHEET 1 OF 1  
**C1**

NOTES

# RECEIPT

NO. **019053**

DATE 6/8/26

RECEIVED FROM Fred Marshal

ADDRESS 141 Smithfield Rd.  
Norridge wock, ME 04957

FOR Planned Group Development

\$ 732.00

Check no: 7844

BY MA

AMT. OF ACCOUNT	HOW PAID		
	CASH	CHECK	MONEY ORDER
AMT. PAID		<u>732.00</u>	
BALANCE DUE			

©2005 RECEIPTFORM ® 8L810



# Plymouth Engineering, Inc.

8 Main St., Unit C  
Newport, ME 04953  
info@plymouthengineering.com  
tel: (207) 257-2071 fax: (207) 257-2130

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## *LETTER OF TRANSMITTAL*

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To: Planning Department  
City of Bangor  
77 Harlow Street  
Bangor, Maine

Project: Bangor Cinema Center  
PE Project No.: 24261  
Date: June 8, 2026

Att: Anja Collette, AICP

From: Fred Marshall

Cc.

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**Enclosed:** Six copies of Land Development Application and supporting surveys

### **Comments:**

Anja,

This application is what I had talked with you previously and with Brenda Bilotta about changing the Cinema Center into a Planned Group Development to allow a second sign near Stillwater Avenue in the southwest corner of the parcel near the interstate off ramp. The second sign is indicated on our drawing.

I believe you were thinking the fee would be similar to a minor subdivision. If you can let me know what it is, I'll have Epstein Properties get a check over to your office.

If we don't have to show the Landlord Reserve area on the plan because they are all owned by ERG Realty, I can amend the plan to just show the existing buildings, site layout and sign locations.

Thank you.

## QUITCLAIM DEED WITH COVENANT

BANMAK ASSOCIATES, a Maine general partnership with an office at 234 Goddard Boulevard, King of Prussia, Pennsylvania, for consideration paid, grants to SIDNEY EPSTEIN, of Bangor, Penobscot County, Maine, HARMON RIFKIN, of Hingham, Massachusetts and MALCOLM C. GREEN, of Wayland, Massachusetts, all as Trustees of ERG Realty Trust under Declaration of Trust dated October 23, 1984, with Quitclaim Covenant, the land in Bangor, Penobscot County, Maine described as follows:

Beginning at an iron pin set in the ground in the generally southeasterly sideline of Stillwater Avenue, which iron pin marks the southwesterly corner of the first parcel of land described in a deed from Banmak Associates to the State of Maine dated September 25, 1981 and recorded in Penobscot Registry of Deeds in Volume 3279, Page 334; thence North  $31^{\circ} 39' 00''$  East on and along the southeasterly sideline of Stillwater Avenue a distance of Four Hundred Fifty and Fourteen One Hundredths (450.14) feet to an iron rod marking the intersection of the southwesterly sideline of an access road serving Bangor Mall with the southeasterly sideline of Stillwater Avenue; thence South  $58^{\circ} 14' 40''$  East along the southwesterly sideline of said access road One Hundred Twenty-Five and Ninety-Four One Hundredths (125.94) feet to a point; thence continuing along the southeasterly sideline of said access road along a curve to the left having a radius of Two Hundred Fifty (250) feet a distance of One Hundred Forty-Four and One Tenth (144.1) feet to a point; thence South  $18^{\circ} 5' 31''$  East Five Hundred Sixty-Three and Fifty-Five One Hundredths (563.55) feet to a point; thence South  $67^{\circ} 3' 23''$  East Two Hundred Twenty-One and Sixty-Three One Hundredths (221.63) feet to a point; thence South  $64^{\circ} 36' 6''$  West Seven Hundred Twenty-Nine and Ninety-Seven One Hundredths (729.97) feet to a point in the generally easterly sideline of land now or formerly owned by Queen City Mobile Home Park, Inc.; thence North  $10^{\circ} 50' 49''$  West on and along the easterly sideline of land conveyed to Queen City Mobile Home Park, Inc. by deed of Forrest H. Grant, et al. dated August 1, 1966 and recorded in Book 2078, Page 6 and the easterly sideline of land described in the deed of Lee Robinson to Judson H. Grant, Jr. dated October 6, 1970 and recorded in Book 2197, Page 229 and along the easterly sideline of the premises described in the deed of Bangor Savings Bank to Alfred C. Knox, et ux. dated August 11, 1981 and recorded in Book 3215, Page 1 a distance of Six Hundred Thirteen and Thirty-One One Hundredths (613.31) feet to an iron pipe; thence North  $57^{\circ} 49' 10''$  West on and along the north-easterly sideline of the aforesaid premises

described in Book 3215, Page 1 a distance of One Hundred and Three One Hundredths (100.03) feet to the point of beginning.

Meaning and intending to convey a portion of the premises conveyed to the Grantor herein by deed of Bangor Associates dated February 8, 1978 and recorded in Book 2834, Page 181.

The above-described premises are conveyed SUBJECT TO a sewer easement granted by Banmak Associates to the City of Bangor by deed dated December 30, 1977 and recorded in Book 2826, Page 356 of the Penobscot County Registry of Deeds.

FURTHER SUBJECT to the Declaration of Easements of Banmak Associates dated August 31, 1977 and recorded in Book 2834, Page 137, and to an Acknowledgment of Easements dated February 1, 1978 and recorded in Book 2834, Page 167 to the extent such acknowledgment affects the premises hereby conveyed.

ALSO SUBJECT to rights and easements granted by Banmak Associates to Bangor Hydro-Electric Company by instrument dated December 11, 1981 and recorded in Book 3252, Page 5.

SUBJECT TO the terms and conditions of a Site Location Order of the Maine Department of Environmental Protection dated November 18, 1981 and recorded in Book 3246, Page 217 as the same may be amended by virtue of amendment of the Subdivision Plan of lot 21 in Bangor Mall.

SUBJECT TO the terms and conditions of a Site Location Order of the Maine Department of Environmental Protection dated February 12, 1979 and recorded in Book 2958, Page 153, as amended by Order dated May 4, 1979 and recorded in Book 2976, Page 305, to the extent such Orders apply to the premises hereby conveyed.

FURTHER SUBJECT TO a lien in favor of Floyd Jenkins, d/b/a Jenkins Drywall Company evidenced by Notice of Lien Claim dated August 29, 1978 and recorded in Penobscot County Registry of Deeds Book 2905, page 72.

The premises hereby conveyed shall also be SUBJECT TO the following restrictions, limitations and obligations, all of which shall be covenants running with the land:

A. That until February 27, 1989, no portion of the premises shall be used for a supermarket business, a butcher shop, a poultry shop, meat market, a fish or seafood market, a convenience food store, a grocery store or any combination of the foregoing.

B. That the premises shall be subject to the following set back and sign restrictions:

No building, sign (except for traffic signs approved by the then owner of the shopping mall now known as Bangor Mall, which approval shall not be unreasonably withheld or delayed, and one sign as specifically permitted hereby) or other structure of any kind whatsoever shall be constructed, erected, fabricated, placed or maintained at any point in or on the premises other than a point which is greater than 50 feet of any point of the boundary of the premises adjacent to Stillwater Avenue.

Within such permitted area, only one sign (except for the traffic signs referred to above) may be erected, constructed, placed, fabricated or maintained and shall conform to the following criteria:

(1) The sign shall contain only the name and customary logo of the then occupant of the premises.

(2) The highest point of the sign (which shall be deemed to include the top of any pole on which the sign is erected or decoration on any such pole or on the sign) shall be no more than 15 feet from any point of the ground on which such sign is placed erected, constructed, placed, fabricated or maintained.

(3) Each face of the sign shall not exceed 40 square feet in total area.

(4) Exposed neon tubing, exposed lamps and flashing, blinking or animated type signs shall not be permitted.

(5) Such sign shall contain no exposed raceways, ballast boxes or electrical transformers.

(6) Subject to a provision of any applicable local ordinances or code requiring exposure, sign company names or stamps shall be concealed.

(7) All signs shall be internally illuminated, with the exception of exposed decorative lighting.

C. That, notwithstanding the restrictions with respect to the Grantees' signs set forth in Paragraph B above, and subject to the conditions set forth below, Grantees shall have the right, at their own cost and expense to place and thereafter maintain an attraction board on the pylon sign advertising Bangor Mall. Grantees shall submit to Grantor for Grantor's approval, which approval may be unreasonably withheld, plans and specifications showing the size, configuration, color scheme and materials to be used in the construction of the attraction board and the location of the attraction board on the pylon sign. If Grantees desire that the sign be larger than that permitted by the applicable ordinances, rules and regulations, Grantor shall have the right to approve such larger sign. If Grantor fails to object to such larger sign within twenty (20) days of receipt of a request thereof, such request shall be deemed approved. To the extent of such approval by Grantor, Grantor agrees to cooperate with Grantees and to use Grantor's reasonable best efforts in aiding Grantees to obtain all necessary governmental consents and approvals required for Grantees to maintain such larger sign on the aforesaid pylon sign.

The conditions referred to in the preceding paragraph are as follows:

(1) Grantees shall advise Grantor, in writing, of the date that Grantees contemplate completion of the construction of the movie theater and related improvements, and Grantees' right to place such board upon the aforesaid pylon shall arise on the ninetieth (90th) day prior to such completion date or the date of such notice, whichever is later and such right shall thereafter be perpetual; subject, however, to the continued maintenance of such pylon sign by the then owner of the Bangor Mall; and subject to further revocation by the then owner of Bangor Mall if such construction is not completed within one hundred fifty (150) days after the contemplated completion date set forth in the aforesaid notice or if at any time after completion, the movie theater is not operated, as such, for a period of sixty (60) consecutive calendar days, subject in either event to fire or other cause beyond Grantees' reasonable control, provided that Grantees are using their best efforts to complete such construction and/or recommence such operation,

as the case may be. If the then owner of Bangor Mall elects to terminate this right, such owner shall have the option of removing the attraction board at Grantees' cost and expense and Grantees shall reimburse such owner, upon demand. The aforesaid periods of one hundred fifty (150) days and sixty (60) days shall, however, be extended for such additional time as may be reasonably required by the holder of any mortgage on the premises, or anyone claiming by, through or under such holder, for the purpose of enabling such holder (or successor) to exercise its remedies under such mortgage or after foreclosure thereof and, thereafter, complete construction or resume operation of the movie theater.

(2) Grantees shall, at their own cost and expense, maintain the aforesaid attraction board in a condition of good order and repair; provided that in the event Grantees default in the obligation to maintain the attraction board and fail to cure such default within twenty (20) days after receipt of written notice thereof from the then owner of Bangor Mall, such owner shall have the right, at its election, to cure such default and Grantees shall reimburse such owner the cost of the curative action on demand.

(3) Grantees shall pay all costs of the electricity consumed by such attraction board to the then owner of Bangor Mall, with such consumption to be determined either by a meter to be installed at Grantees' cost and expense, if permitted by applicable utility regulations or, if not permitted, by other mutually agreeable engineering computations and, in either event, the cost of such electricity shall be determined by the cost which Grantees would otherwise pay for such consumption, as a retail customer of the public authority or utility then furnishing electricity to Bangor Mall.

D. That the premises shall be subject to the following parking ratio limitations:

Notwithstanding any present or future rule or regulation relating to parking ratios or any variance obtained therefrom, at no time, regardless of whether before or after the expiration of the restriction set forth in paragraph E below, shall the parking ratio for the uses set forth below be less than the respective ratio set forth for such use.

(1) Any office building or research and development facility (other than medical or dental) - 2.5 parking spaces for each 1,000 square feet of "gross leasable area" (as hereinafter defined).

(2) Medical or dental facilities - 4.0 parking spaces for each 1,000 square feet of gross leasable area.

(3) Theater - 1.0 parking spaces for each four seats in the theater.

(4) Facilities for the sale of goods and/or services, at retail - 5.5 parking spaces for each 1,000 square feet of gross leasable area.

For the purposes of computing the required parking ratios the words "gross leasable area" shall mean with respect to each building or structure on the premises, the number of square feet of floor area at each level or story (including mezzanines and basements other than those which are not used for sales) within the exterior faces of exterior walls (except party walls as to which the center line, not the exterior faces shall be used) excluding, however, utility enclosures, mechanical and electrical equipment rooms and areas used in common by all occupants such as common corridors and stairs.

(5) Single or multi-family dwellings - 1.0 parking spaces for each two units.

E. That for a period of five (5) years from the date of this deed, the Grantees shall construct and operate on the premises a movie theater (the "Initial Use") and only such buildings and other improvements related to such use, all in accordance with the "Preliminary Drawings" (as defined and referred to in paragraph G below) as reviewed and approved by Seller, and for such five (5) year period neither the premises nor any part thereof shall be used for any purpose except the Initial Use.

F. That the premises shall not be used at any time for a flea market, outdoor sales or storage, liquid propane sales or storage, a drive-in movie theater, a junk yard, the sale of materials or paraphernalia which are, or may reasonably be construed to be intended for use in connection with narcotics or other unlawful substances, or in the Grantor's reasonable opinion, any other obnoxious or offensive uses which are similar in kind or impact upon Bangor Mall and its Convenience Center; provided, however, that if there is a dispute between the parties as to whether any use not herein specified is noxious or offensive as aforesaid, the dispute shall be determined by arbitration as provided in the Agreement of Sale between Banmak Associates and Bangor Operating Company dated October 4, 1984.

G. That prior to commencing any construction on the premises, the Grantees shall, at their sole cost and expense deliver to Grantor for Grantor's review and approval, preliminary design development drawings ("Preliminary Drawings") for all buildings and all other improvements to be erected on the premises.

Such Preliminary Drawings shall show, among other things (1) the location of each such building and improvements (including those referred to in clause (5) below) and, in particular, the specific setback thereof from Stillwater Avenue and the portions of the land currently owned by Seller which is adjacent to the premises, (2) dimensions, elevations and initial and future heights of each such building and improvements, (3) the architectural design concept illustrating the character, appearance and principal materials to be used in the construction of each such building and such other improvements on the premises (4) the size, location and design of all exterior signs, (5) all interior boundary walls or fences, entrance driveways, interior roadways, parking areas and parking ratios, all as may be required by governing codes, and as set forth herein, and (6) such other matters as Grantor may reasonably request. The Preliminary Drawings shall also include, among other things, proposed landscaping and grading both shown in sufficient detail to permit Grantor to determine the aesthetic appearance of the landscaping and the compatibility of the proposed elevations with the proposed and existing improvements on the adjacent parcels. Grantees agree that any and all buildings and all other improvements erected or placed upon the premises, shall conform to Preliminary Drawings which are approved by Grantor and this covenant of Grantees shall survive for a period of five (5) years from the date of this deed and the then owner of Bangor Mall shall have a specific right to enjoin any violation of this covenant within such time period.

In the event of a breach or threatened breach of the foregoing restrictions, limitations, covenants and obligations relating to the use of the premises, the then owner of Bangor Mall shall have the right, in addition to all other rights at law, in equity or otherwise, to obtain an injunction against such breach or threatened breach; provided that the foregoing shall not be construed to give Grantor the right to specifically enforce upon Grantees an affirmative obligation to construct such building and improvements or to use the same for the Initial Use.

and water

FURTHER CONVEYING\* to the Grantees easements and a right-of-way for all purposes of a way over, across and under a portion of the land owned by the Grantor described in the Deed of Bangor Associates dated February 8, 1978 and recorded in Book 2834, Page 181 for the purposes of providing access to the premises hereby conveyed, and to permit the Grantees herein to connect with sewer and water lines located on land retained by the Grantor, provided that the Grantees' rights to connect with the existing sewer shall be ~~for sewage~~ related to the Initial Use only, unless Grantor's written consent to such connection ~~for sewage~~ from another permitted use is first obtained. Such easements shall include, but not by way of limitation, the right to enter on the property hereinafter described with men and equipment for the purposes of installing, cleaning, maintaining and repairing a system of pipes and appurtenances as may be required to provide water and sewer services to the premises hereby conveyed. Notwithstanding the Grantees' rights hereunder, the Grantor herein, its successors and assigns, shall be responsible for the maintenance and repair of the existing sewer lines (unless the need for such maintenance or repair shall arise as the result of any action or inaction of any occupant of the premises or agent, servant, employee, contractor or business invitee of any such occupant, in which event Grantees shall be obligated for such repair or maintenance) until the earlier of the date when such maintenance and repair responsibilities are accepted by a public utility or municipal authority or the date the existing force main across the premises (which force main is now part of the existing public sanitary sewer system) becomes part of a public gravity sanitary sewer system, and the applicable public utility or municipal authority permits Grantees to connect with such system on terms and conditions which are not discriminatory against Grantees, and such obligation of the Grantor shall be an appurtenance to the premises and shall be binding upon the owner of the land on which Bangor Mall is located. With respect to the aforesaid date when Grantor's maintenance and repair obligation shall terminate, if the cause of such termination shall be as a result of such force main becoming part of a gravity sewer system, as aforesaid, Grantees at Grantees' own cost and expense shall connect with such public sewer system and disconnect from the existing sewer. At the time such easement terminates Grantees shall deliver to Grantor an instrument prepared by Grantor and reasonably satisfactory to Grantees, in recordable form, evidencing such termination.

The rights of way and easements hereinabove granted shall be over, across and under land retained by the Grantors (hereinafter sometimes referred to as the "Access Road") and shall be sixty (60) feet in width and lying thirty (30) feet on either side of the following described line:

To locate the beginning point of the center line of the easement, begin at an iron rod set in the ground in the southeasterly line of Stillwater Avenue so called, at the Southwesterly corner of the first described parcel of land conveyed to the State of Maine by Banmak Associates by Deed dated September 25, 1981 and recorded in the Registry of Deeds for Penobscot County in Volume 3279, Page 334, thence North Thirty-One degrees Thirty-Nine minutes no seconds East (N 31° 39' 00" E) along the Southeasterly line of said Stillwater Avenue a distance of four hundred fifty and fourteen hundredths (450.14) feet to an iron rod set in the ground in the Southwesterly line of an access road serving the Bangor Mall, thence South Fifty-Eight degrees fourteen minutes forty seconds East (S 58° 14' 40" E) along the Southwesterly line of said access road a distance of one hundred

Twenty-Five and Ninety-Four hundredths (125.94) feet to the point of curvature of a two hundred fifty and no hundredths (250.00) foot radius curve to the left, thence in a Southeasterly and Easterly direction along the Southwesterly and Southeasterly line of said curve to the left a distance of one hundred Forty-Four and ten hundredths, (144.10) feet to a point; thence South eighteen degrees five minutes Thirty-One seconds East (S 18° 05' 31" E) a distance of four hundred Thirty-Six and Forty-One hundredths (436.41) feet to the point of beginning of the aforesaid center line;

Thence North Sixty-Four degrees Thirty-Six minutes six seconds East (N 64° 36' 06" E) a distance of Seventy-Nine and Forty-Two hundredths (79.42) feet to the point of curvature of a one hundred and no hundredths (100.00) foot radius curve to the left;

Thence in a Northeasterly direction along the arc of said curve a distance of Seventy-Two and Seventy-One hundredths (72.71) feet to the point of tangency of said curve;

Thence North Twenty-Two degrees Fifty-Six minutes Thirty-Seven seconds East (N 22° 56' 37" E) a distance of two hundred Twenty-Eight and Twenty-Two hundredths (228.22) feet to a point in the Southwesterly line of the land occupied by the Bangor Mall in January 1985, said point being two hundred Seventy-Three and Twenty-Nine hundredths (273.79) feet along the Southwesterly line of said Bangor Mall's land from the its intersection with the Southeasterly line, at its terminus, of said access road to the Bangor Mall.

ALSO GRANTING the rights, privileges and easement to construct a road for purposes of providing ingress and egress for vehicular traffic over the Access Road, at the Grantees' sole cost and expense, except as otherwise hereinafter provided, from the premises hereby conveyed over land of the Grantor to the Ring Road, so called, of Bangor Mall. Such easement shall be non-exclusive for the benefit of the Grantees, their agents, servants, employees and customers, and shall be subject to revocation by Grantor as hereinafter provided. The Access Road shall be located within the bounds of the above-described Access Road, and shall be constructed in accordance with the applicable requirements of any federal, state and local governmental and quasi-governmental authorities having jurisdiction thereover, and shall be designed to accommodate the maximum foreseeable traffic for use of the premises as a movie theater. The Grantees' rights and easement with respect to the Access Road shall be subject to the following limitations and restrictions:

(a) If a qualified traffic consultant shall recommend any alterations and/or improvements to the Ring Road by reason of the maximum foreseeable traffic pertaining to the premises, (whether or not the premises remain subject to the restriction as to Initial Use limitation as required herein), such alterations and/or improvements shall be made at the sole cost and expense of Grantees. In addi-

tion, after the expiration of the Initial Use restriction contained herein, if Grantees shall make any use of the premises which, in the opinion of a qualified traffic consultant selected by the then owner of Bangor Mall, shall result in the traffic over the aforesaid road being increased over the level contemplated in the recommendations of the traffic consultant as to the initial construction of the access road, the easement granted hereby shall terminate unless and until any recommendations of such consultant as to the access road, its connection with the Ring Road and/or the Ring Road are implemented at the sole expense of Grantees. Grantor represents to Grantees that the traffic consultant which it shall use for the purposes contemplated by this paragraph shall be Raymond Keyes, P.E., so long as he shall be available to serve as such.

(b) Grantor shall have the unilateral right to terminate the easement relating to the access road and sewer and water easements automatically if and when Grantor, at Grantor's sole cost and expense, (i) constructs a road comparable to that constructed by Grantees, as aforesaid, across another portion of adjacent land of Grantor to a point on such Ring Road (as the same shall be located at the time such substitute road shall be constructed) both as shall be reasonably determined by Grantor and (ii) provides adequate substitute water and sewer lines, granting the Grantees easements as hereinabove described for access to and maintenance and repair of such water and sewer lines. Upon the completion of such substitute road and sewer and water lines and subject to compliance with the title provisions hereinafter set forth, Grantor shall grant to Grantees a perpetual non-exclusive easement (limited and qualified to the same extent as the original easement described herein) for the benefit of Grantees, their agents, servants, employees and customers to use such substitute road for its intended purpose and Grantees shall execute and deliver to Grantor an Agreement, in recordable form, terminating the access road easement referred to above, which easement shall nevertheless terminate automatically upon Grantor's delivery to Grantee of a substitute easement as provided for herein. The Grantor's rights to relocate the access road and sewer and water lines as herein provided shall be conditioned on the Grantor's conveying good and merchantable record title to such substitute easements. The easements initially granted herein shall not terminate unless title to all substitute easements is insurable by a title company authorized to do business in Maine.

(c) Grantees shall, at their sole cost and expense, maintain the access road (or any substitute road) in a condition of good order and repair and to keep the same clear of debris and plow the road as reasonably required for vehicular access.

The rights hereinabove granted to enter land of the Grantor now know as Bangor Mall for the purposes of installing a sewer line and connecting with existing sewer lines shall further include, and there are hereby granted, all such easements and rights as to the following described land:

Beginning at an iron rod set in the ground in the southeasterly line of Stillwater Avenue so called, at the Southwesterly corner of the first described parcel of land conveyed to the State of Maine by Banmak by Deed dated September 25, 1981 and recorded in the Registry of Deeds for Penobscot County in Volume 3279, Page 334; thence North thirty-one degrees thirty-nine minutes no seconds East (N 31° 39' 00" E) along the Southeasterly line of said Stillwater Avenue a distance of four hundred fifty and fourteen hundredths (450.14) feet to an iron rod set in the ground in the Southwesterly line of an access road serving the Bangor Mall; thence South fifty-eight degrees fourteen minutes forty seconds East (S 58° 14' 40" E) along the Southwesterly line of said access road a distance of one hundred twenty-five and ninety-four hundredths (125.94) feet to the point of curvature of a two hundred fifty and no hundredths (250.00) foot radius curve to the left, thence in a Southeasterly, Easterly and Northeasterly direction along the Southwesterly, Southerly and Southeasterly line of said curve to the left a distance of two hundred forty-five and twenty-eight hundredths (245.28) feet to the point of tangency of said curve; thence North sixty-five degrees thirty two minutes twenty-eight seconds East (N 65° 32' 28" E) along the Southeasterly line of said access road a distance of thirty-one and twenty-nine hundredths (31.29) feet to a point in the southwesterly line of the land of Banmak Associates now occupied by the Bangor Mall; thence in a Southeasterly direction along the Southwesterly line of said Bangor Mall's land and along the arc of a three hundred thirty-five and no hundredths (355.00) foot radius curve to the left a distance of one hundred ninety eight and twenty-nine hundredths (198.29) feet to the point of tangency of said curve; thence South sixty-seven degrees three minutes twenty-three seconds East (S 67° 03' 23" E) along the Southwesterly line of said Bangor Mall a distance of seventy five and no hundredths (75.00) feet to a point;

1) thence North twenty-two degrees fifty-six minutes thirty-seven seconds East (N 22° 56' 37" E) a distance of thirty and no hundredths (30.00) feet to a point;

2) thence North forty-three degrees seven minutes eight seconds East (N 43° 07' 08" E) a distance of two hundred forty-three and thirty-two hundredths (243.32) feet to the second to the last existing sanitary sewer man hole located in the Bangor Mall on the Southwesterly side of the J. C. Penney Building.

Meaning and intending to describe the center line of a fifteen (15) foot easement whose sidelines are of equal distance from said center line.

This easement is conveyed together with the right to go upon said land and land adjoining thereto and the right to cut trees, bushes, shrubs, remove roots, pavement and earth and to do any other work necessary for the purposes of constructing, maintaining, operating, repairing and replacing said sewer line and related structures.

The Grantees hereby agree to restore the land insofar as practicable to its original condition upon the completion of any work requiring entry upon this land for the purposes of constructing, maintaining, operating, repairing and replacing said sewer line and related structures.

The rights and easements hereinabove granted to enter land occupied by Bangor Mall for the purposes of installing and maintaining a water line connecting with existing water lines shall also include, and there are hereby granted, all such easements and rights as to the following described land:

Beginning at an iron rod set in the ground in the southeasterly line of Stillwater Avenue so called, at the Southwesterly corner of the first described parcel of land conveyed to the State of Maine by Banmak by Deed dated September 25, 1981 and recorded in the Registry of Deeds for Penobscot County in Volume 3279, Page 334, thence North thirty-one degrees thirty-nine minutes no seconds East (N 31° 39' 00" E) along the Southeasterly line of said Stillwater Avenue a distance of four hundred fifty and fourteen hundredths (450.14) feet to an iron rod set in the ground in the Southwesterly line of an Access Road serving the Bangor Mall; thence South fifty-eight degrees fourteen minutes forty seconds East (S 58° 14' 40" E) along the Southwesterly line of said Access Road a distance of one hundred twenty-five and ninety-four hundredths (125.94) feet to the point of curvature of a two hundred fifty and no hundredths (250.00) foot radius curve to the left; thence in a Southeasterly, Easterly and Northeasterly direction along the Southwesterly, Southerly and Southeasterly line of said curve to the left a radius of two hundred forty-five and twenty-eight hundredths (245.28) feet to the point of tangency of said curve; thence North sixty-five degrees thirty-two minutes twenty-eight seconds East (N 65° 32' 28" E) along the Southeasterly line of said access road a distance of thirty-one and twenty-nine hundredths (31.29) feet to a point in the southwesterly line of the land now occupied by the Bangor Mall; thence in a Southeasterly direction along the Southwesterly line of said Bangor Mall's land and along the arc of a three hundred thirty-five and no hundredths (335.00) foot radius curve to the left a distance of one hundred ninety-eight and twenty-nine hundredths (198.29) feet to the point of tangency of said curve; thence South sixty-seven degrees three minutes twenty-three seconds East (S 67° 03' 23" E) along the Southwesterly line of said Bangor Mall a distance of eighty-five and no hundredths (85.00) feet to a point;

1) thence North forty-three degrees seven minutes eight seconds East (N 43° 07' 08" E) a distance of one hundred eighty-six (186) feet

to an existing twenty (20) inch water line located in the Bangor Mall Southeasterly of the J. C. Penney Building.

Meaning and intending to describe the center line of a fifteen (15) foot easement whose sidelines are of equal distance from said center line.

This easement is conveyed together with the right to go upon said land and land adjoining thereto and the right to cut trees, bushes, shrubs, remove roots pavement and earth and to do any other work necessary for the purposes of constructing, maintaining, operating, repairing and replacing said water line and related structures.

The Grantees hereby agree to restore the land insofar as practicable to its original condition upon the completion of any work requiring entry upon this land for the purposes of constructing, maintaining, operating, repairing and replacing said water line and related structures.

By their acceptance of this Deed, the Grantees specifically agree to keep and maintain the premises and the buildings and improvements erected thereon, as well as the Access Road in a clean, orderly and safe condition and otherwise operate their business in a manner which is in keeping with the level at which Bangor Mall and the Convenience Center are maintained and operated.

In the event that Grantor and Grantees are in disagreement as to whether the premises are so maintained and operated, within ninety (90) days from the date Grantees are first specifically notified by Grantor that Grantees have failed to so maintain the premises, the standard for a default in this respect being the reasonable opinion of Grantor, the matter shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. The cost of any such arbitration shall be borne equally between Grantor and Grantees.

In the event that Grantees fail to comply with the binding determination of any such arbitration within such time period as may be set in connection therewith, and such non-compliance continues for a period of thirty (30) days after written notice from Grantor, in addition to Grantor's other remedies hereunder, at law or equity, Grantor may (but shall not be obligated to) cure such noncompliance on behalf of Grantees without any liability to Grantees, their agents, servants, employees, contractors or subcontractors, for damage to Grantees' merchandise, fixtures or other property, or to Grantees' business by reason thereof, and Grantees shall reimburse Grantor upon demand for any sums paid or costs incurred in connection with curing such noncompliance, plus administrative costs in a sum equal to fifteen (15%) percent of such sums and/or costs.

Any and all other rights, easements, privileges and appurtenances belonging to the granted estate are hereby conveyed, under and subject as aforesaid.

The Grantees' mailing address is: 131 Main Street, Bangor, Maine 04401.

IN WITNESS WHEREOF, Banmak Associates has caused this instrument to be signed and sealed by its general partners, Bangor Associates and The Equitable Life Assurance Society of the United States this 17<sup>th</sup> day of February, 1985.

It is the intent of the Grantor that the granted premises and all portions and the granted easements shall remain subject to the restrictions, conditions, limitations, and reservations set forth in this deed and the Grantee for itself, its successors and assigns, shall include in any deed of conveyance of the granted premises or any portion thereof, appropriate language subjecting such conveyance to the restrictions, limitations, conditions, and reservations to the extent applicable.

IN WITNESS WHEREOF, the undersigned Banmak Associates has caused this instrument to be executed and delivered by its two partners, both hereunto duly authorized this 14<sup>th</sup> day of February, 1985.

WITNESSES:



Del. Uebel

BANMAK ASSOCIATES,  
A Maine General Partnership  
By: BANGOR ASSOCIATES,  
A Pennsylvania limited  
partnership, Partner

By: Kravco, Inc. General  
Partner of Bangor Associates

By: [Signature]  
its

And By: [Signature]  
Richard B. Jacoby  
General Partner of  
Bangor Associates

And

By: Equitable Life Assurance  
Society of the United States,  
A New York corporation, Partner

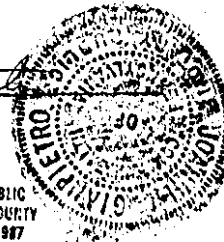
By: Wm. B. Samp UP  
its

Commonwealth of Pennsylvania  
County of Montgomery, ss.

February 14, 1985

Personally appeared the above named RICHARD A. Jacoby of Kravco, Inc., General Partner of Bangor Associates, and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of Kravco, Inc., as general partner, the free act and deed of Bangor Associates, and the free act and deed of Banmak Associates. Before me,

Joanne B. Gianpietro  
Notary Public



"Maine Real Estate Transfer Tax Paid"

JOANNE B. GIANPIETRO, NOTARY PUBLIC  
UPPER MERION TWP., MONTGOMERY COUNTY  
MY COMMISSION EXPIRES JULY 27, 1987  
Member, Pennsylvania Association of Notaries

Commonwealth of Pennsylvania  
County of Montgomery, ss.

February 14, 1985

Personally appeared the above named Richard A. Jacoby, General Partner of Bangor Associates, and acknowledged the foregoing to be his free act and deed in said capacity, the free act and deed of said Bangor Associates, and the free act and deed of Banmak Associates. Before me,

JOANNE B. GIAMPIETRO, NOTARY PUBLIC  
UPPER MERION TWP., MONTGOMERY COUNTY  
MY COMMISSION EXPIRES JULY 27, 1987  
Member, Pennsylvania Association of Notaries

*Joanne B. Giampietro*  
Notary Public



State of ~~New York~~ PENNSYLVANIA  
County of ~~New York~~, ss.  
PHILADELPHIA

February 19, 1985

Personally appeared the above named *WARREN G. BEVAN, JR.* Vice President of Equitable Life Assurance Society of the United States, General Partner of Bangor Associates, and acknowledged the foregoing to be his free act and deed in said capacity, the free act and deed of Equitable Life Assurance Society of the United States and the free act and deed of Banmak Associates. Before me

JACQUELINE CONAWAY, NOTARY PUBLIC  
PHILADELPHIA, PHILADELPHIA COUNTY  
MY COMMISSION EXPIRES SEPT. 26, 1988  
Member, Pennsylvania Association of Notaries

*Jacqueline Conaway*  
Notary Public



PENOBSCOT, SS. REC'D MAR 25 1985 3:40 PM

---

Re: PDG Review - 557 Stillwater Ave - ERG Realty

---

From Collette, Anja <anja.collette@bangormaine.gov>

Date Tue 6/23/2026 11:47 AM

To Hanscom Bilotta, Brenda <Brenda.hanscombilotta@bangormaine.gov>; Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

We can do that



CITY OF BANGOR

**Anja Collette, AICP**

*Planning Officer*

*Community & Economic Development*

*Planning Division*

73 Harlow Street

Bangor, ME 04401

[anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov)

Phone: 207.992.4280

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**From:** Hanscom Bilotta, Brenda <Brenda.hanscombilotta@bangormaine.gov>

**Sent:** Tuesday, June 23, 2026 11:40 AM

**To:** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

**Cc:** Collette, Anja <anja.collette@bangormaine.gov>

**Subject:** Re: PDG Review - 557 Stillwater Ave - ERG Realty

My issue with this is that they are permitted one freestanding sign per primary use building. All existing businesses advertise on the existing sign. If we could condition it so that the sign could be installed for and after a future building is approved and constructed I would be okay with that.

---

**Re: Land Development Application for Plannd Group Development, Bangor Cinema**

---

**From** Collette, Anja <anja.collette@bangormaine.gov>

**Date** Wed 6/24/2026 11:29 AM

**To** Fred Marshall <fred@plymouthengineering.com>; Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

**Cc** Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>

Hi Fred, our only remaining comments are that the buildings will need to meet the building code-required 5-foot minimum setback from the internal property lines, and if you could add a legend, that would be very helpful.



**CITY OF BANGOR**

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**Sent:** Tuesday, June 23, 2026 4:37 PM

**To:** Collette, Anja <anja.collette@bangormaine.gov>; Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

**Cc:** Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>

**Subject:** RE: Land Development Application for Plannd Group Development, Bangor Cinema

**WARNING: EXTERNAL EMAIL** - DOUBLE CHECK THE SENDER'S ADDRESS BEFORE OPENING LINKS OR ATTACHMENTS.

Anja and Mathew,

Attached is the Deed as well as an updated plan with the revisions suggested.

I'll try to get the six paper copies to you soon.

Thanks for your patience.

Fred

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**From:** Collette, Anja <anja.collette@bangormaine.gov>

**Sent:** Tuesday, June 23, 2026 4:01 PM

**To:** Fred Marshall <fred@plymouthengineering.com>; Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

**Cc:** Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>

**Subject:** Re: Land Development Application for Plannd Group Development, Bangor Cinema

Hi Fred, we would need these as soon as possible in order to make the July 7<sup>th</sup> meeting.



CITY OF BANGOR

**Anja Collette, AICP**

*Planning Officer*

*Community & Economic Development*

*Planning Division*

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**Cc:** Collette, Anja <[anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov)>; Rienas, Kayleigh <[Kayleigh.Rienas@bangormaine.gov](mailto:Kayleigh.Rienas@bangormaine.gov)>

**Subject:** RE: Land Development Application for Plannd Group Development, Bangor Cinema

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Thank you Matthew,

When do you need the updated drawings?

Best regards,

Fred

---

**From:** Altiero, Matthew <[Matthew.Altiero@bangormaine.gov](mailto:Matthew.Altiero@bangormaine.gov)>

**Sent:** Tuesday, June 23, 2026 12:42 PM

**To:** Fred Marshall <[fred@plymouthengineering.com](mailto:fred@plymouthengineering.com)>

**Cc:** Collette, Anja <[anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov)>; Rienas, Kayleigh <[Kayleigh.Rienas@bangormaine.gov](mailto:Kayleigh.Rienas@bangormaine.gov)>

**Subject:** Re: Land Development Application for Plannd Group Development, Bangor Cinema

Good afternoon,

Copied below are comments from staff regarding the PGD that was submitted for 557 Stillwater.

- The note about the owners should make sure to clarify that owners of all the parcels involved have that access
- Which page on the plans is showing the new lot line configurations because the plan with the thick black lines shows a different configuration than the survey?
- Besides the new internal parcel lines, is the only thing that's changing the sign? If so, please make the note on that much bigger/more obvious since it's hard to see right now.
- Please add a signature block for the Planning Board to sign
- Please add a location sketch
- Please add the deed for this property
- Please add the following note to the plan "AS A PLANNED GROUP DEVELOPMENT, CURRENT AND FUTURE OWNERS WILL HAVE SHARED ACCESS TO THE DRIVEWAY, PARKING AND COMMON AREAS/OPEN SPACES."

Also, Code Enforcement has requested that a condition be on the approval that the sign could be installed for and after a future building is approved and constructed. If you have any questions, feel free to reach out.

Best,



**CITY OF BANGOR**

**Matthew Altiero, Planning Analyst**

**Community & Economic Development Department**

[matthew.altiero@bangormaine.gov](mailto:matthew.altiero@bangormaine.gov)

*Some people have received emails or letters from an unknown source pretending to be the municipality, stating that additional, exorbitant fees are required to finish processing applications. Please know that our fee schedule is available on the City's website, and we always require fees up front before reviewing an application, not after it's been put on a Planning Board agenda.*

*Please also call our office at 207-992-4280 or email us at [planning@bangormaine.gov](mailto:planning@bangormaine.gov) if you're unsure or if you have any questions.*

---

**From:** Fred Marshall <[fred@plymouthengineering.com](mailto:fred@plymouthengineering.com)>  
**Sent:** Wednesday, June 10, 2026 9:29 AM  
**To:** Altiero, Matthew <[Matthew.Altiero@bangormaine.gov](mailto:Matthew.Altiero@bangormaine.gov)>  
**Subject:** Land Development Application for Plannd Group Development, Bangor Cinema

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Good morning, Mathew,

Nice meeting you on Monday and I appreciate your assistance in getting this application submitted.

I was out yesterday so did not get a chance to send the PDF version of the application.

As I noted in my transmittal to Anja, We might want to submit a revised site plan eliminating the annotation of "Landlord's Reserve" since that is more of demarcation for the owners. But that is something you and Anja can let me know your preference.

Please let me know if you.

Fred

Fred S. Marshall  
Project Manager  
Plymouth Engineering, Inc.  
8 Main Street, Unit C  
Newport, ME 04953  
207-257-2071  
207-257-2130 (fax)  
207-408-9718 (cell)

---

**Re: Land Development Application for Plannd Group Development, Bangor Cinema**

---

**From** Collette, Anja <anja.collette@bangormaine.gov>  
**Date** Wed 6/24/2026 3:17 PM  
**To** Fred Marshall <fred@plymouthengineering.com>  
**Cc** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>; Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>

It would be ideal to show the setback on the drawings



**CITY OF BANGOR**

**Anja Collette, AICP**  
*Planning Officer*  
*Community & Economic Development*  
*Planning Division*

73 Harlow Street  
Bangor, ME 04401  
[anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov)  
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**Sent:** Wednesday, June 24, 2026 3:12 PM  
**To:** Collette, Anja <anja.collette@bangormaine.gov>  
**Cc:** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>; Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>  
**Subject:** Re: Land Development Application for Plannd Group Development, Bangor Cinema

**WARNING: EXTERNAL EMAIL** - DOUBLE CHECK THE SENDER'S ADDRESS BEFORE OPENING LINKS OR ATTACHMENTS.

Hi Anja and Mathew,

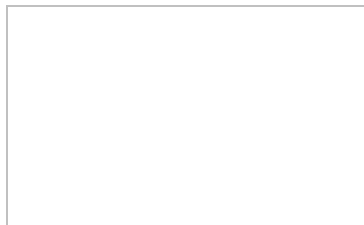
Do you need the 5' building setback from the lease line added to the notes?

We'll add the Legend too.

Fred

On Jun 24, 2026 11:30, "Collette, Anja" <anja.collette@bangormaine.gov> wrote:

Hi Fred, our only remaining comments are that the buildings will need to meet the building code-required 5-foot minimum setback from the internal property lines, and if you could add a legend, that would be very helpful.



**Anja Collette, AICP**

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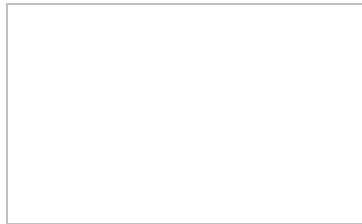
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**Subject:** Re: Land Development Application for Plannd Group Development, Bangor Cinema

Hi Fred, we would need these as soon as possible in order to make the July 7<sup>th</sup> meeting.



**Anja Collette, AICP**

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*Community & Economic Development*

*Planning Division*

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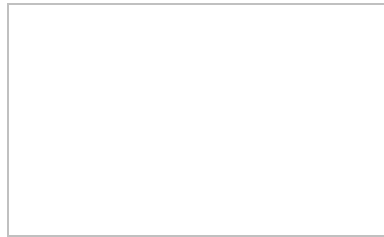
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**Community & Economic Development Department**  
[matthew.altiero@bangormaine.gov](mailto:matthew.altiero@bangormaine.gov)

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**From:** Fred Marshall <[fred@plymouthengineering.com](mailto:fred@plymouthengineering.com)>  
**Sent:** Wednesday, June 10, 2026 9:29 AM  
**To:** Altiero, Matthew <[Matthew.Altiero@bangormaine.gov](mailto:Matthew.Altiero@bangormaine.gov)>  
**Subject:** Land Development Application for Plannd Group Development, Bangor Cinema

**WARNING: EXTERNAL EMAIL** - DOUBLE CHECK THE SENDER'S ADDRESS BEFORE OPENING LINKS OR ATTACHMENTS.

Good morning, Mathew,

Nice meeting you on Monday and I appreciate your assistance in getting this application submitted.

I was out yesterday so did not get a chance to send the PDF version of the application.

As I noted in my transmittal to Anja, We might want to submit a revised site plan eliminating the annotation of "Landlord's Reserve" since that is more of demarcation for the owners. But that is something you and Anja can let me know your preference.

Please let me know if you.

Fred

Fred S. Marshall  
Project Manager  
Plymouth Engineering, Inc.  
8 Main Street, Unit C  
Newport, ME 04953  
207-257-2071  
207-257-2130 (fax)



**CITY OF BANGOR**

PLANNING DIVISION

# COMMUNITY & ECONOMIC DEVELOPMENT

June 25, 2026

Dear Property Owner,

Please be advised that the Planning Board of the City of Bangor will hold a public hearing on Tuesday, July 7<sup>th</sup>, 2026, beginning at 7 PM in the Council Chambers on the 1st floor of City Hall (73 Harlow Street) and will consider the following application:

**Land Development Permit Application – Planned Group Development to create an Integrated Shopping Center to add additional signage for a potential fourth building at property located at 557 Stillwater Avenue, Map-Lot R62-006, in the Shopping and Personal Services District (S&PS). Applicant/Owner: ERG Realty LLC.**

A full copy of the application can be emailed or mailed to any interested party by emailing a request to [planning@bangormaine.gov](mailto:planning@bangormaine.gov) or calling the office at 207.992.4257. Copies of the application can also be picked up at City Hall. To submit comments in writing, please email comments to [planning@bangormaine.gov](mailto:planning@bangormaine.gov) or mail to 73 Harlow Street before 4 PM, July 6<sup>th</sup>, 2026. Interested parties can also make an appointment by email or phone to meet with Planning Division staff in person or on Zoom.

The public is welcome to attend the meeting in person or via Zoom. Public comments are allowed over Zoom; however, you must register before 9 AM, June 7<sup>th</sup> at <https://bangormaine.gov/504/Meeting-Participation>. Zoom details can be found at the city's website under [www.bangormaine.gov/calendar](http://www.bangormaine.gov/calendar). The Planning Board meeting may be streamed live via the City of Bangor's YouTube page; however, comments are not enabled during streaming. Please call our office if you have questions about the process or participation in the hearing process.

Anja Collette  
Planning Officer  
207-992-4280  
[planning@bangormaine.gov](mailto:planning@bangormaine.gov)



**Bangor is rewriting its Land Development Code! For more details and to sign up for updates, visit [www.blueprintbangor.com](http://www.blueprintbangor.com)**

73 HARLOW STREET, BANGOR, ME 04401  
TELEPHONE: (207) 992-4280 FAX: (207) 945-4447  
[WWW.BANGORMAINE.GOV](http://WWW.BANGORMAINE.GOV)



# COMMUNITY & ECONOMIC DEVELOPMENT

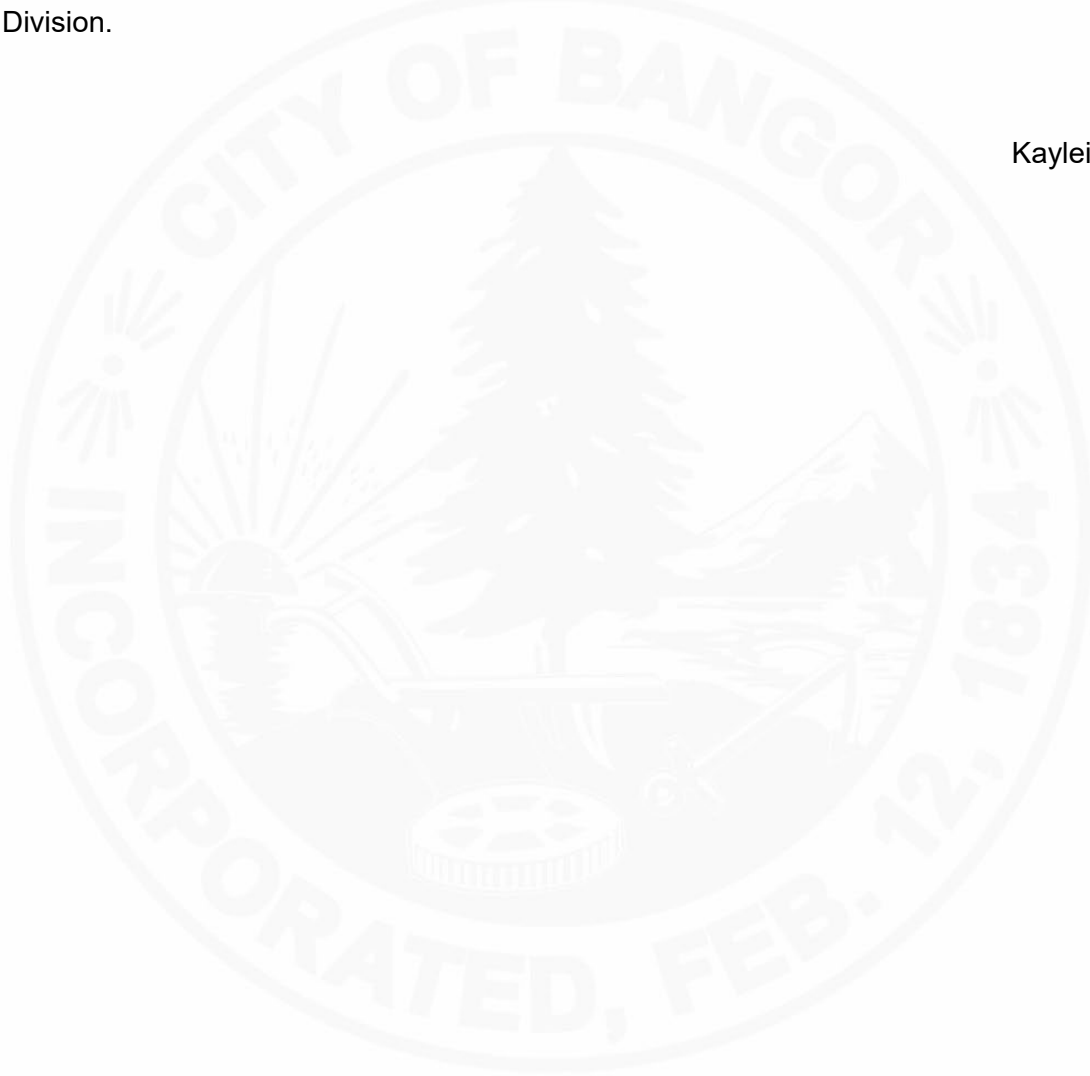
CITY OF BANGOR

PLANNING DIVISION

Re: PGD – 557 Stillwater Ave – ERG Realty – Notice of Mailing

On June 25, 2026, the Public Notice for 557 Stillwater Ave – ERG Realty, advising that the Planning Board of the City of Bangor will hold a public hearing on Tuesday, July 7, 2026, was mailed by the Planning Division.

Kayleigh Rienas



Owner	Owner 2	Owner Address 1	Owner Address 2
LO VICTOR KS 1/2 INT GRANT REALTY CORPORATION BANGOR RETAIL MANAGEMENT LLC BANGOR MALL REALTY LLC ERG REALTY LLC 605 STILLWATER AVENUE, LLC	TAUN, TAN KUNG 1/4 INT & HUI, TAN CHI 1/4/INT  Bangor CH, LLC & Bangor Nassim, LLC	152 SARATOGA AVENUE C/O PARAMOUNT REALTY SERVICES ATTN: MARTY SAFCHIK 30200 TELEGRAPH ROAD SUITE 205 ATTN: NAMDAR REALTY GROUP 150 GREAT NECK ROAD SUITE 304 PO BOX 2400 3280 SUNRISE HIGHWAY, STE 77	BANGOR ME 04401 LAKEWOOD NJ 08701 BINGHAM FARMS MI 48025 GREAT NECK NY 11021 BANGOR ME 04402-2400 WANTAGH NY 11793



# COMMUNITY & ECONOMIC DEVELOPMENT

**CITY OF BANGOR**

PLANNING DIVISION

July 21, 2026

## **Bangor Planning Board**

### ***Findings and Decision***

**Applicant/Owner:**

2L Holding LLC  
Attn: Brett Soucy  
11 Tall Pine Lane  
Dedham, ME 04429

**Agent:**

Plisga & Day  
Attn: Jonathan Steward  
72 Main Street  
Bangor, ME 04401

**Property Address:**

200 & 210 State Street, Map-Lot 048-256 & 048-256-A

**Zoning District:**

Urban Service District (USD)

**Permit Request:**

Land Development Permit for Minor Subdivision Modification

**Description:**

Proposal to create a mixed-use development with 10 dwelling units and 1 commercial space. This site was previously approved for 8 dwelling units and 3 commercial spaces.

**Planning Board Review Date:** July 7, 2026

**Permitting Requirements:** §165-111.A.(6) & §165-126

**Board Members Present:** [REDACTED]

**Board Vote:**

Motion carried [REDACTED] to approve the Land Development Permit.

## **I. The Record**

The Planning Board reviewed the following exhibits:

1. Land Development Permit Application, submitted by Plisga & Day on 06.22.2026
2. Revised Subdivision Plan, submitted by Plisga & Day on 07.01.2026
3. Payment Receipt, created by Planning staff on 06.22.2026
4. Deed, submitted by Plisga & Day on 06.22.2026
5. Declaration of Environmental Covenant, submitted by Plisga & Day on 06.22.2026
6. Land Development Permit Checklist, sent to Plisga & Day via email on 06.22.2026
7. E Buffer comments, sent to Plisga & Day via email on 06.25.2026
8. Response to E Buffer Comments, received via email on 06.25.2026
9. Code Enforcement comments and sign-off, received via email on 06.23.2026
10. Engineering comments, received via email on 06.24.2026
11. Fire sign-off, received via email on 06.23.2026
12. Response to staff comments, received via email on 06.25.2026
13. Bangor Water District sign-off, received via email on 06.29.2026
14. Engineering sign-off, received via email on 06.30.2026
15. Engineer’s report, received via email on 06.30.2026
16. List of abutters within 100 ft of the subject property, generated by staff on 06.25.2026
17. Public Notice, sent to abutters within 100 ft on 06.26.2026
18. Notice of Mailing, generated by staff on 06.26.2026

## **II. Project Description and Permit Requirements**

The Project creates a mixed-use development with 10 dwelling units and 1 commercial space. This site was previously approved for 8 dwelling units and 3 commercial spaces and is located at 200 & 210 State Street, Map-Lot 048-256 and 048-256-A, in the Urban Service District (USD). This project proposes to use the affordable housing density bonuses (Article XXI) to create more dwelling units than would normally be allowed by right in this district (up to six units are normally allowed; up to 15 units are allowed while using the bonus). Therefore, the project must meet the requirements of Article XXI and at least 51% of the units must be affordable to households make at or below 80% of the local area median income.

As the project consists of creation of five or more dwelling units in a 5-year period on a parcel, the proposal must meet the requirements for Land Development Permit as a Minor Subdivision. Additionally, as a use in the Urban Service District, per §165-92B, the project must also meet the requirements of Article II through XII, any applicable development standards of Article XIX.

## **III. Procedural Background**

1. The application was deemed complete on July 7, 2026.
2. The applicant paid all applicable fees (Exhibit 3).
3. The proposed project is a Minor Subdivision.
4. The City Engineer reviewed the final subdivision plat and provided a written report on June 30, 2026.

#### **IV. Applicable Provisions and Findings**

##### **Part 1 – The Project meets the requirements of Articles II through XII**

1. The Board finds, that Articles VIA, VII, VIII, and XI are not applicable to the project.
2. The Board finds, that based on Exhibit 2, the applicant satisfied §165-62 of the Land Development Code regarding providing adequate visual clearance on corner lots, §165-64's requirements for side yard width, and §165-68's requirements of minimum lot frontage
3. The Board finds that, based on Exhibit 2, 12, 14, and 15, the applicant satisfied §165-72 of the Land Development Code regarding the required number of parking spaces, §165-73's requirements regarding parking area location and screening, and §165-74's requirements regarding parking area design, construction and maintenance.
4. The Board finds that, based on Exhibits 2 and 13, the applicant satisfied §165-79 of the Land Development Code regarding providing the necessary utility services required, §165-80's requirements regarding providing adequate water and sewerage services, and 165-83's requirements regarding providing adequate electrical service.
5. The Board finds that, based on Exhibits 2 and 11, the applicant satisfied §165-82's requirements regarding having adequate fire protection.

##### **Part 2 – The Project meets the District Site Development Standards under Article XIX**

The Board finds that, based on Exhibits 2, 8, and 9, the applicant satisfied § 165-135 of the Land Development Code regarding buffer yards.

##### **Part 3 – The Project meets the requirements of § 165-92 – Urban Service District (G&ISD)**

The Board finds that, based on the findings made in Parts 1 and 2 of this document, the Project meets the requirements of §165-92B for uses within the Urban Service District (G&ISD).

##### **Part 4 – The Project meets the requirements of §165-114 – Land Development Approval Standards**

1. The Board finds that, based on Exhibits 2, 12, 14, and 15, the applicant satisfied Land Development Code §165-114B's requirement that the proposed parking and loading layout are arranged in a reasonable and safe configuration, including the

provision for safe pedestrian travel to all on-site uses, and §165-114C's requirement that all proposed access drives are reasonably necessary and safe.

2. The Board finds that, based on Exhibits 2 and 8, the applicant satisfied Land Development Code §165-114F's requirements for landscaping.
3. The Board finds that, based on Exhibit 2, the applicant satisfied Land Development Code §165-114G, requiring buildings to be situated to avoid unreasonable adverse effects on adjacent properties or public rights-of-way.

#### **Part 5 – The Project meets the requirements of §165-126 – Minor Subdivision**

1. The Board finds that based on Exhibits 2 and 15, the Project meets the requirements of Land Development Code §165-126F(1), regarding compliance with State of Maine guidelines for subdivision approval contained in 30-A M.R.S.A. §4404.
2. The Board finds that based on Exhibits 2, 9, and 15, the Project meets the requirements of Land Development Code §165-126F(2) regarding conforming to the existing lot dimension and area regulations of the zoning district, §165-126F(3)'s requirement of abutting an existing improved public road, and 165-126F(4)'s requirement on the angle of side lot lines to street lines.
3. The Board finds that based on Exhibit 2, the Project meets the requirements of Land Development Code §165-126F(6), regarding the plat containing all information required in 165-126D(1-8).

#### **V. Decision**

**The Board finds that the project meets the requirements for a Minor Subdivision and therefore, the Board grants the Land Development Permit for the proposed Project, with the condition that an affordable housing agreement be executed with the City according to the requirements of Article XXI of the Land Development Code, that the agreement is recorded with the Registry of Deeds prior to issuance of a Certificate of Occupancy.**

#### **VI. General Permit Requirements:**

- A. This permit does not relieve the applicant from any other state or federal permits that may be required for the project.
- B. Prior to construction, the applicant should contact the Code Enforcement Office and Engineering Office for any additional permits that may be required.

- C. The applicant must contact the Engineering Office for E911 addresses for the new dwelling units.
- D. Applicant must commence construction within one year from the date of approval and complete the project by July 7, 2028, unless extensions of time are granted per the provision of Chapter 165-113E.
- E. No building permit shall be issued by the Code Enforcement Division for the construction of any structure within a subdivision which has not been recorded in the Penobscot County Registry of Deeds.
- F. No building permit shall be issued by the Code Enforcement Division for the construction of any structure within a subdivision until all infrastructure needed to support said structure has been constructed, installed, and inspected by the appropriate City authority. Infrastructure includes, but is not limited to, public and private roads; sewer, water and electric mains; and stormwater infrastructure designed to treat water from the subdivision.
- G. No certificate of occupancy for any structure will be issued by the Code Enforcement Division until the property for which the certificate is sought is in compliance with all applicable regulations, including, but not limited to, building, zoning, and stormwater requirements. A temporary certificate of occupancy may be issued when necessary under the provisions of § [165-113G of the City's Land Development Code](#).
- H. Upon completion, a digital as-built plan or plans shall be submitted to the Code Enforcement Officer. Additionally, a certificate of compliance stamped by a registered professional engineer or a registered land surveyor must be submitted to the Code Enforcement Office indicating that the site development has been completed in accordance with the approved plan.

Failure to comply with the conditions listed above constitutes a violation of the Bangor Land Development Code as prescribed in Chapter 165-10G.

This If you should have any questions or desire further information, please do not hesitate to give the Planning Division a call at 207.992.4280.

Sincerely,

City of Bangor Planning Board

_____	_____
_____	_____
_____	_____
_____	_____

CC: City of Bangor Planning Division  
City of Bangor Code Enforcement Division

**Building Permit and Certificate of Occupancy Checklist**

**Before applying for a Permit from Code Enforcement:**

- The Minor Subdivision must be recorded at the Registry of Deeds.

**CITY OF BANGOR**  
**LAND DEVELOPMENT PERMIT APPLICATION**

Permit No.: \_\_\_\_\_  
Date: \_\_\_\_\_

Site Development Plan: \_\_\_\_\_ \*Conditional Use: \_\_\_\_\_ \*Both: \_\_\_\_\_  
Subdivision Development:  \*Preliminary: \_\_\_\_\_ Final: \_\_\_\_\_  
\*Mobilehome Park: \_\_\_\_\_

Applicant: MR. BRETT SOUCY FOR 2L HOLDING LLC Telephone No.: 207.947.4594  
Address: 11 TALL PINE LANE, DEDHAM, ME 04429  
Location of Site: 200 & 210 STATE STREET, BANGOR, ME 04401 Map: 48 Lot: 256+256A  
Watershed: \_\_\_\_\_ Total Area Proposed to be Disturbed: 0  
Owner of Site if different from applicant: \_\_\_\_\_ Zoning District: USD  
Address: \_\_\_\_\_

Primary Contact Person: JONATHAN M. STEWART, PLS # 2327, PLISGA & DAY, LAND SURVEYORS  
72 Main Street, Bangor, ME 04401, 207.947.0019, jstewart@WeMapIt.com

Description of interest of applicant in site, if not owner (e.g., owner, lease, option, purchase & sales agreement):  
DEED SEE BOOK 17763, PAGE 143 If not owner include copy of said agreement  
Describe proposed use and indicate floor area (If combination of uses, give floor area devoted to each):  
Former drug and convenience store converted to apartments on bussinees suite (1500 sf).. In June 2025  
approved for 8 apartments and 3 business suites, now applicant proposing 10 apartments and 1 business suite, see plan attached.

**LID techniques** help retain stormwater on site. They include such things as pervious pavement, rain gardens, bioretention cells, and infiltration systems.  
Were LID techniques used on this project? \_\_\_\_\_ If not, why? ↓

Projected Starting Date: July 2025, Projected Completion Date: July 31, 2026

Signature of applicant(s) or agent: *Jonathan M. Stewart* Printed Name: Jonathan M. Stewart, PLS # 2327

**Submittal Requirements**

Submittal Requirements of development types are described in the Land Development Code for:

- 1. Site Development Plan, Chapter 165, Article XVI, Section 112
- 2. Subdivisions, Chapter 165, Article XVIII, Sections 126 and 128
- 3. Mobilehome Parks, Chapter 165, Article XVIII, Section 19

Processing Fees: \_\_\_\_\_ Advertising Fees: \_\_\_\_\_

**A COMPLETED APPLICATION FORM, PLAN SUBMITTALS, EVIDENCE OF STANDING, PROCESSING AND ADVERTISING FEES ARE ALL REQUIRED IN ORDER TO HAVE A COMPLETE APPLICATION. PLEASE KNOW OUR FEE SCHEDULE IS AVAILABLE ON THE CITY'S WEBSITE, AND WE ALWAYS REQUIRE FEES UP FRONT BEFORE REVIEWING AN APPLICATION, NOT AFTER IT'S BEEN PUT ON A PLANNING BOARD AGENDA.**

Date Received by Planning Division Office: \_\_\_\_\_

Decision and reason of Code Enforcement Office for Conditional Use: \_\_\_\_\_

Action taken by Planning Board: \_\_\_\_\_

\* Any advertising costs above the amount listed in Schedule of Fees must be paid by applicant  
\* There is no guarantee a project will be on a certain Planning Board meeting; agenda assignments depend on timing of application submission and extent of application completeness



NOTES

# RECEIPT

DATE 6/22/2026

NO. **019055**

RECEIVED FROM DONATHAN STEWARD, PIRAGIA & PAU

ADDRESS 92 Main St \$ 432.00

FOR Land Development Application

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	<u>432.00</u>
BALANCE DUE		MONEY ORDER	

BY WR

**RELEASE DEED**

**2L HOLDINGS LLC**, a Maine limited liability company with a principal place of business at 11 Tall Pine Lane, Dedham, Maine 04429, for consideration paid, releases to **2L HOLDINGS LLC**, a Maine limited liability company with a principal place of business at 11 Tall Pine Lane, Dedham, Maine 04429, all right, title and interest in and to the land, together with any buildings and improvements thereon, in Bangor, Penobscot County, State of Maine and Bangor, Penobscot County, State of Maine, described as follows:

**See Exhibit A attached hereto and made a part hereof.**

Any and all other rights, easements, privileges and appurtenance belonging to the granted estate are hereby conveyed.

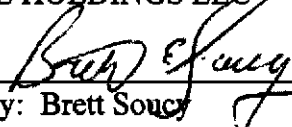
For Grantor's source of title, reference may be had to a Quitclaim Deed with Covenant given by Bernard W. Miller to 2L Holdings LLC, dated July 23, 2025, and recorded in Book 17568, Page 187 of the Penobscot County Registry of Deeds.

IN WITNESS WHEREOF, 2L Holdings LLC has caused this instrument to be signed as an instrument under seal by Brett Soucy, its Member hereunto duly authorized, this 22<sup>nd</sup> day of January, 2026.

WITNESS

  
\_\_\_\_\_

2L HOLDINGS LLC

  
\_\_\_\_\_

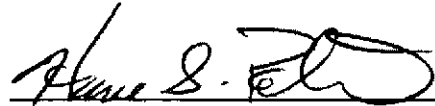
By: Brett Soucy  
Its Member  
Hereunto Duly Authorized

STATE OF MAINE  
COUNTY OF PENOBSCOT

January 22, 2026

Then personally appeared the above-named Brett Soucy and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of 2L Holdings LLC.

Before me,

  
\_\_\_\_\_  
Notary Public/Maine Attorney-at-law  
Type or Print Notary Name: Hans S. Peterson  
My Commission Expires: N/A

## EXHIBIT A

A certain lot or parcel of land with the improvements thereon situate in the City of Bangor, County of Penobscot, State of Maine, being described in a deed from the Estate of Gloria T. Miller to Bernard W. Miller, dated April 28, 2021, and recorded in the Penobscot County Registry of Deeds Book 16001, Page 343, and shown on a plan titled "Minor Subdivision Plan Showing Property Known as the "Miller Drug" Lots..." dated June 17, 2025, and recorded in the Penobscot County Registry of Deeds as **Planfile # 2025-65**, where the perimeter of the joined parcels is more particularly described as follows:

beginning at the intersection of the northerly sideline of State Street and the easterly sideline of Forest Avenue, which intersection point is marked by a nail set in 2025, which nail is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 415,082.33 U.S. Survey Feet and an Easting of 916,076.85 U.S. Survey Feet and which nail at the POINT OF BEGINNING is located North 62° 36' 55" East a distance of 574.82 feet from a granite monument;

thence along the easterly sideline of Forest Avenue, **North 10° 29' 48" West** a distance of **130.99 feet** to an iron rod set in 2025;

thence along the south line of land formerly of Paul and Dagmar Malicote described in a deed recorded in the Penobscot County Registry of Deeds Book 4261, Page 5, **North 79° 30' 12" East** a distance of **99.99 feet** to an iron rod, capped "PLS 1211," which iron rod is located with reference to the Maine Coordinate System of 1983, East Zone, with a Northing of 415,229.34 U.S. Survey Feet and an Easting of 916,151.30 U.S. Survey Feet;

thence along the east line of land formerly of Malicote (Book 4261, Page 5) and the east line of land formerly of Robert and Roberta Peddicord, described in a deed recorded in the Penobscot County Registry of Deeds Book 2949, Page 102, **North 10° 29' 48" West** a distance of **120.90 feet** to a point in the south line of land of the City of Bangor, known as the Abraham Lincoln School Lot, which point is North 05° 40' 37" East a distance of 0.43 feet from the base of bent iron rod, capped "PLS 1211" found in 2025;

thence along the south line of the City of Bangor, Abraham Lincoln School Lot, **North 78° 05' 33" East** a distance of **99.47 feet** to an iron rod set in 1992 in the westerly sideline of Palm Street;

thence along the westerly sideline of Palm Street, **South 10° 52' 23" East** a distance of **193.48 feet** to a nail set in 2025 in the northerly sideline of State Street, which nail is located South 62° 34' 39" West a distance of 279.83 feet from a granite monument;

thence along the northerly sideline of State Street, **South 62° 37' 59" West** a distance of **209.73 feet** to the POINT OF BEGINNING containing 32,360 square feet.

SUBJECT TO an easement given by State Street Realty Associates to Bangor Hydro-Electric Company (now known as Versant,) dated December 29, 1981, and recorded in the Penobscot County Registry of Deeds Book 3255, Page 6.

Iron rods set in 2025 are three-quarter inch diameter reinforcing rods (known also as No. 6 rebar) with a cap marked "Plisga & Day PLS 2327". Nails set in 2025 are magnetic "PK" nails set flush with a washer marked "Plisga & Day PLS 2327".

Bearings referenced herein are oriented to Grid North referencing the Maine Coordinate System of 1983, East Zone, NAD83(2011)(Epoch:2010.0000), as determined by a survey conducted by Plisga & Day, Land Surveyors in 2025 (reference project number: 92462). Coordinate values identifying the point of beginning are provided as an aid in location of the property and are not intended to control bearings, distances or the positions marked by monuments defining the property boundaries. Distances listed are grid and were computed with a combined scale factor of 0.999899990 (ground to grid).

## **DECLARATION OF ENVIRONMENTAL COVENANT**

This DECLARATION OF ENVIRONMENTAL COVENANT (“Environmental Covenant”) is hereby declared and granted by **BERNARD W. MILLER** of Bangor, Penobscot County, State of Maine (“Grantor”), to the **MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION** (“DEP”, “Department”, or “Holder”) on property located in Bangor, Penobscot County, Maine, as more fully described below.

WHEREAS, Grantor is the owner in fee simple of a certain property of approximately 0.74 acres in size located in **Bangor**, Penobscot County, Maine described in a deed recorded in the Penobscot County Registry of Deeds in **Book 16001, Page 343** and more particularly described in Figure 1 attached hereto and incorporated herein by reference (“Property” or “Site”), being generally depicted in City of Bangor tax records as Lot 256 on Tax Map 48;

WHEREAS, Grantor applied for liability protection under the Voluntary Response Action Program, 38 M.R.S. § 343-E for the Site referred to as “Miller Drug Site (REM # 02401) and Steve’s Cleaners Site (REM # 02264)” in DEP’s remediation records;

WHEREAS, the DEP’s Bureau of Remediation and Waste Management has issued to Grantor a Voluntary Response Action Program (“VRAP”) No Further Action Assurance Letter, which requires that Grantor prepare and record a Declaration of Environmental Covenant consistent with the VRAP No Further Action Assurance Letter and the Maine Uniform Environmental Covenants Act (“UECA”), 38 M.R.S. § 3001 et seq.;

WHEREAS, the environmental response project related to this Environmental Covenant is the voluntary response action plan approved by the DEP and the response actions performed under the law governing the Voluntary Response Action Program, 38 M.R.S. § 343-E;

WHEREAS, Grantor has agreed to activity and use restrictions on the Property; and

WHEREAS, Grantor intends to create and grant an Environmental Covenant pursuant to the Uniform Environmental Covenants Act, 38 M.R.S. §§ 3001 et seq. (“UECA”);

NOW, THEREFORE, Grantor, **BERNARD W. MILLER**, for and in consideration of the facts above recited and the covenants herein contained, and intending to create and be legally bound by a perpetual covenant running with the land, subject to the terms hereof, hereby declares, covenants and agrees as follows:

1. **Declaration of Environmental Covenant.** This instrument is an Environmental Covenant executed pursuant to the UECA.
2. **Property.** This Environmental Covenant concerns the Property as described herein.
3. **Activity and Use Limitations.** The following covenants, conditions and restrictions shall run with the land, and shall be binding in perpetuity on the Property and the Grantor, its successors and assigns, during their respective periods of ownership:
  - a. The extraction of groundwater at the Site is prohibited without the express written permission of the Department.
  - b. The existing pavement and buildings must be maintained as a cover system to prevent contact with contaminated soils remaining at the Site, unless the express written permission of the Department is obtained to cease maintaining them or approving of an alternate cover system. The cover systems must be inspected annually and the results reported to the Department.
  - c. Submit an Environmental Media Management Plan (EMMP) to the Department for review and approval prior to any soil disturbance activity and implement the approved EMMP. The Plan must address the procedures that need to be taken for the proper on-Site and off-Site management and disposal of contaminated soils and groundwater identified at the Site. The EMMP must address identification and/or characterization of potentially contaminated soils, procedures for leaving impacted soils in place, installing/maintaining cover systems, off-Site disposal of soil, stockpiling, best management practices, approved-cover systems, groundwater management and disposal, health and safety, etc. Soil may not be moved off-Site without the express written permission of the Department.
  - d. The Miller Drug Site (210 State Street) building depicted in the attached figure must not be used for residential purposes until a Department-approved sub-slab depressurization system is installed in this Site building or the express written permission of the Department is obtained to not install a system, which would require additional sampling. Any vapor mitigation systems must be maintained and effectively operated in the future unless the express written permission of the Department is obtained to terminate the operation of such systems.
  - e. New buildings constructed at the Site must include a Department-approved vapor barrier and a sub-slab depressurization system that is effectively operated unless the express written permission of the Department is obtained to exclude such a system from the design of a new building or to terminate operation of such a system once installed.
4. **Agency and Holder.** DEP is an environmental agency with enforcement authority pursuant to the UECA and is the only Holder of this Environmental Covenant.

5. **Perpetuity of Covenant.** This Environmental Covenant and each and every covenant herein shall be a covenant running with the land in perpetuity and shall be binding on Grantor and any future owner of any portion of, or interest in, the Property during their respective periods of ownership until amended or terminated in accordance with the UECA.
6. **Representation of Ownership and Encumbrances.** By its execution hereof, Grantor hereby represents that it is the sole owner of the Property and that there are no mortgages, easements or other encumbrances on the Property that would materially adversely affect the effectiveness or enforceability of this Environmental Covenant.
7. **Access.** In addition to any rights already possessed by DEP, this Environmental Covenant grants to DEP, including its authorized employees, agents, representatives and independent contractors and subcontractors, a right of access to the Property, without cost and upon presentation of credentials, for the purposes of monitoring and enforcing this Environmental Covenant.
8. **Notice to Tenants and Others.** Grantor and all subsequent owners of the Property, during the period of their respective ownership of the Property, shall provide notice of this Environmental Covenant to any tenants or lessees thereof and to any other person conducting any activity on the Property that is restricted by this Environmental Covenant, which notice shall be provided prior to such occupancy or activity.
9. **Notice upon Conveyance.** Each instrument hereafter conveying any interest in the Property or any portion thereof including but not limited to deeds, leases and mortgages, shall contain a notice that is in substantially the following form:
 

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO A DECLARATION OF ENVIRONMENTAL COVENANT, RECORDED IN THE PENOBSCOT COUNTY REGISTRY OF DEEDS ON \_\_\_\_\_, 20\_\_, IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, IN FAVOR OF AND ENFORCEABLE BY THE STATE OF MAINE.
10. **Notice of Noncompliance.** Grantor and all subsequent owners of the Property, during the period of their respective ownership of the Property, shall provide written notice to DEP within ten (10) working days of discovery of any noncompliance with this Environmental Covenant.
11. **Notice Pursuant to Covenant.** Any notice or other communication required pursuant to this instrument shall be in writing and shall be sent by certified mail, return receipt requested, or by any commercial carrier as provides proof of delivery, addressed as follows, or to such other address as each entity may designate from time to time by written notice to the other entities:

**To Grantor:**  
**Bernard W. Miller**

*Miller Drug Site and Steve's Cleaners Site*  
 200 – 210 State Street, Bangor  
 Declaration of Environmental Covenant  
 Page 3 of 9

c/o Berney Kubetz  
 104 Griffin Road  
 Hampden, Maine 04444

**To DEP:**

Department of Environmental Protection  
 Bureau of Remediation and Waste Management  
 Attn: VRAP Program Manager  
 17 State House Station  
 Augusta, Maine 04333-0017

12. **Inspection and Reporting.** The Grantor and any subsequent owners of the Property, during the period of their respective ownership of the Property, shall conduct inspections of the Property every year, starting in 2026, and in any year that the Property is transferred to a new or additional owner, and in any year that there is substantial construction activity on the Property, for compliance with the terms of this Environmental Covenant, and shall report the results to the Holder in writing by June 30<sup>th</sup> of each year.
13. **Enforcement.** This Environmental Covenant shall be enforceable as authorized by the UECA. Any forbearance as to enforcement of any of the terms hereof shall not be deemed a waiver of the right to seek and obtain enforcement at any time thereafter as to the same violation or as to any other violations.
14. **Amendment or Termination.** The terms and conditions herein may not be amended or terminated except in accordance with the UECA. Grantor waives its right to consent to amendment or termination of this Environmental Covenant in the event that the Grantor no longer owns the Property. *See* 38 M.R.S. § 3010(1)(C). Grantor also waives its right to consent to amendment or termination of this Environmental Covenant in the event that the Grantor's name of contact person, company name, and contact information provided in paragraph 11 above (providing contact information for notices and communication between the Grantor and DEP) were not provided by the Grantor to DEP by certified mail, return receipt requested, or by any commercial carrier as provides proof of delivery, at least ten (10) business days prior to any amendment or termination of the terms and conditions herein. The burden of timely providing the Grantor's contact person, company name, and contact information to DEP is solely on the Grantor. DEP will be required to provide notice to the Grantor's most recently designated contact person using the contact information provided in paragraph 11 above at least twenty (20) business days prior to any amendment or termination of the terms and conditions herein.
15. **Petition to Amend.** Grantor or current owner of the Property may petition the DEP to amend (including, without limitation to, remove) some or all of the covenants, restrictions, agreements and obligations herein. The burden is upon the party seeking DEP approval of the amendment or removal of a restriction to show that the restriction is no longer necessary to protect the public health and safety and the environment. The DEP

- may agree to remove or amend restrictions that, in the exercise of its sole discretion, the DEP determines to be no longer necessary to protect the public health and safety and the environment. Any such amendment or termination of the Environmental Covenant must comply with the UECA and the provisions of this Environmental Covenant.
16. **Administrative Record.** The administrative record for the environmental response project related to this Environmental Covenant is located at the main office of DEP, whose mailing address is 17 State House Station, Augusta, ME 04333-0017, with a street address of Ray Building, 28 Tyson Drive, Augusta, Maine. The administrative record may be found under the name “Miller Drug Site (REM # 02401) and Steve’s Cleaners Site (REM # 02264)” located at 200 – 210 State Street, Bangor.
  17. **Governing Law.** This Environmental Covenant shall be governed and interpreted in accordance with the laws of the State of Maine.
  18. **Liberal Construction.** It is intended that this Environmental Covenant be construed liberally to protect the health and welfare of the public and the quality of the environment from the risk of adverse effects of exposure to contaminants.
  19. **Effect of Failure to Provide Notice.** The validity of this Environmental Covenant is not affected by any failure of Grantor or subsequent owners to provide notice as required in this Environmental Covenant.
  20. **Invalidity.** If any part of this Environmental Covenant shall be decreed to be invalid by any court of competent jurisdiction, all of the other provisions hereof shall not be affected thereby and shall remain in full force and effect.
  21. **Recording.** Grantor shall cause this Environmental Covenant to be duly recorded in the Penobscot County Registry of Deeds within thirty (30) days after the date of the last required signature.
  22. **Notice of Environmental Covenant.** Grantor shall, within thirty (30) days of recording, provide DEP with a copy of such recorded Environmental Covenant, duly certified by the Register of Deeds. Within ninety (90) days of recording the Grantor shall also provide a copy of this Environmental Covenant to each person who signed the covenant, each person holding a recorded interest in the Property, each person in possession of the Property, and each municipality or other unit of local government in which the Property is located.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized representative as of the day and year acknowledged by signature below.

**BERNARD W. MILLER**

By: *Bernard J. Kubetz, POA*

Name: Bernard J. Kubetz  
Title: Attorney-in-Fact for Grantor  
pursuant to a Durable Power of Attorney  
dated 01/29/24, to be recorded herewith

STATE OF MAINE  
PENOBSCOT COUNTY, ss.

The above-named Bernard J. Kubetz personally appeared before me this 16 day of July, 2025 in his/her capacity as Attorney-in-fact and acknowledged the foregoing to be his/her free act and deed in his/her said capacity.

*Jill Marie D'Errico*

Notary Public **JILL MARIE D'ERRICO**  
Notary Public • State of Maine  
My Commission Expires  
February 5, 2032

Printed Name

My Commission Expires: \_\_\_\_\_

ACKNOWLEDGED AND AGREED TO BY:  
MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: Victoria Eleftheriou for Commissioner Layzin  
Name: Victoria Eleftheriou  
Title: Deputy Director, BRWM  
Dated: July 16, 2025

STATE OF MAINE  
KENNEBEC COUNTY, ss.

The above-named VICTORIA ELEFTHERIOU personally appeared before me this 16th day of JULY, 2025 in his/her capacity as DEPUTY DIRECTOR - BRWM of the Maine Department of Environmental Protection Bureau of Remediation & Waste Management and duly authorized delegee for the Commissioner, and acknowledged the foregoing to be his/her free act and deed in his/her said capacity and the free act and deed of the Maine Department of Environmental Protection.

Manalili  
Notary Public

MARIA CRISTINA T. MANALILI  
Printed Name

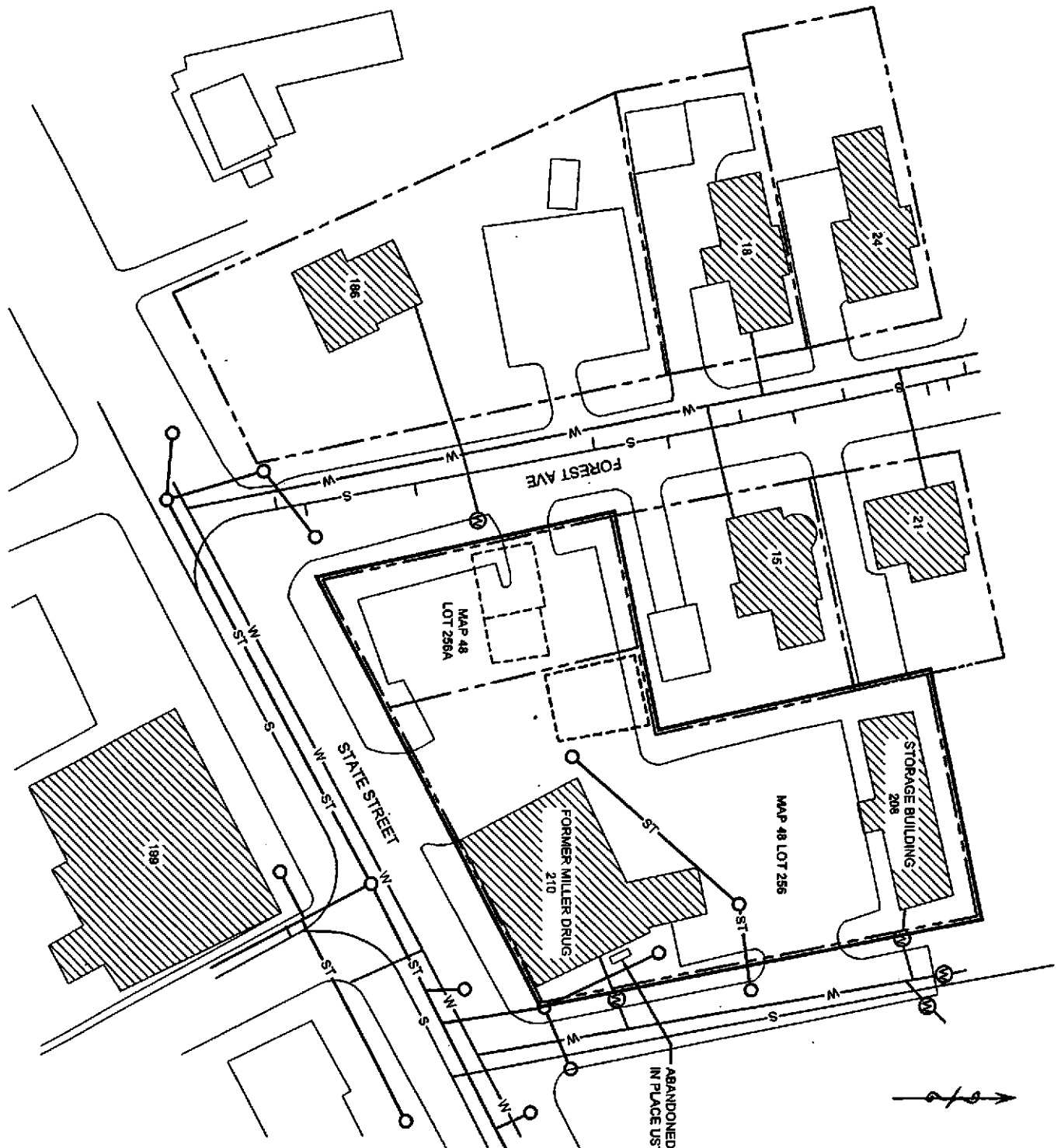
My Commission Expires: FEB 24, 2032

**Maria Cristina T. Manalili**  
Notary Public, State of Maine  
My Commission Expires Feb. 24, 2032

**EXHIBIT A**

**Site Figure, Miller Drug Site and Steve's Cleaners Site  
200 – 210 State Street, Bangor, Maine**

USA, Inc. Auto-Cad 2013 (Professional) (Copyrighted), Bentley, Inc. Auto-Cad 2013 (Professional) (Copyrighted), Bentley, Inc. Auto-Cad 2013 (Professional) (Copyrighted)



- Legend**
- Subject Property
  - Former Building Location
  - Property Line
  - Water Line
  - Sewer Line
  - Storm Line
  - House Number
  - Water Service



<b>HALEY WARD</b> One Monument Plaza, Suite 200 Bangor, Maine 04401 WWW.HALEYWARD.COM 207.799.4600	
CLIENT	BERNARD MILLER
PROJECT	PHASE I ESA
TITLE	208-210 STATE STREET, BANGOR, MAINE
DATE	06/23/2025
DRAWN BY	MSB
SCALE	1" = 50'



## CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

Pre-application Meeting Date: \_\_\_N/A\_\_\_

Date submitted: \_\_\_06.22.2026\_\_\_

Date Reviewed: \_\_\_06.22.2026\_\_\_

Initials: \_\_\_MRA\_\_\_

Project: Miller Drug Lots

Project Location: 200 & 210 State St

Applicant: Brett Soucy

Applicant Representative: Jonathan Stewart

Phone Number or Email: jstewart@wemapit.com

Project Zoning District: Urban Service District (USD)

Allowed Use: Mixed-use 10 residential units, 1 commercial

Yes	No	Not applicable / Other	Site Plan Element
X			Scale
X			North Arrow
X			Building/Lot dimensions
X			Building locations/uses
X			Parking/access/loading locations
X			Signage
X			Lighting
X			Screening and Buffer
		X	Erosion and sedimentation
		X	Stormwater
		X	Manholes/catch basins
			Sewer



# CITY OF BANGOR

Planning Division

## Checklist for Land Development Applications

Yes	No	Not applicable / Other	Site Plan Element
		See Comments	Water
			Fire Hydrants / fire pond
X			Electric/Communication
X			Curbs and gutters
X			Paved/un-vegetated/vegetated areas
		X	Trash
		X	Outdoor display/storage
X			Existing trees
X			Deed or other instrument allowing pursuit of permits
X			Topo
X			Adjacent buildings and features
X			Traffic
X			Location sketch
		X	Post Construction Stormwater Maintenance Plan
			Fire Comments
		X	Shoreland delineation/zoning compliance
		X	Floodplain location
		X	Effects on scenic, etc
		See Comments	Table showing compliance with dimensional Requirements
		See Comments	Table showing compliance with Parking Requirements
		X	<b>Additional Conditional Use General Requirements</b> Traffic Study Support Letter for paragraph (4)
		X	<b>Additional Conditional Use Specific Requirements for Use or District</b>



## CITY OF BANGOR

Planning Division

### Checklist for Land Development Applications

X			<b>Additional Subdivision Requirements</b> Lot lines Existing street connections Open space reservation Abutters Onsite wastewater Easements Soils Wetlands
		X	<b>Additional Solar applications</b> Height Yard Buffers Glare Decommissioning plan Utility Connections Confirmation of use

### Staff Comments

The maximum height is 60 feet on this lot because it is in the USD district with frontage on State St (major arterial). Also, the minimum lot size is now only 10,000 sqft. Also, up to 15 units could be done at this point if the applicant wanted (using the affordable density bonus), but that is just for future reference since they've already done most of the work to create the units.

Can you add one more signature line on the Planning Board signature block? A full Board will have 7 members.

The dimensional requirement table references a narrative, but no narrative was submitted.



## CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

2 ADA spaces are required for parking lots with 26 to 50 spaces. The parking information on the plan says 1 is required.

For the parking adjacent to State Street and Forest Ave, please make sure the E-buffer standards are maintained adjacent to the parking (4 trees per 100 feet of length).

### **BWD Comments:**

The contractor would need to submit a new fixture count form for this project. The 1.5" service line that was recently installed was calculated based off the information they gave us. If that changes, the new service line may need to be increased, but we will not know until we have that information. The contractor can reach out to Patrick with any questions, but we cannot continue without the new fixture count form.

[patrick@bangorwater.org](mailto:patrick@bangorwater.org)

**\*Please do not submit hard copies until we have notified you that the plans are good to go for a Planning Board agenda.**

---

**RE: 200 State Street - Resubmit Land Dev. Permit App**

---

**From** Jon Stewart <jstewart@wemapit.com>

**Date** Thu 6/25/2026 4:16 PM

**To** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>; Brett Soucy <brettsoucy@gmail.com>

**Cc** Collette, Anja <anja.collette@bangormaine.gov>; Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>; Brett Soucy <brettsoucy@gmail.com>

**WARNING: EXTERNAL EMAIL** - DOUBLE CHECK THE SENDER'S ADDRESS BEFORE OPENING LINKS OR ATTACHMENTS.

Thank you, I don't believe this will be an issue, we'll use hardwoods instead. I'll edit on the "final" but wait to hear if anything else.

Regards, Jon – Jonathan M. Stewart, PLS# 2327 (ME)

[Plisga & Day • Land Surveyors](#)

---

**From:** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

**Sent:** Thursday, June 25, 2026 2:28 PM

**To:** Jon Stewart <jstewart@wemapit.com>

**Cc:** Collette, Anja <anja.collette@bangormaine.gov>; Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>; Brett Soucy <brettsoucy@gmail.com>

**Subject:** Re: 200 State Street - Resubmit Land Dev. Permit App

Hello,

This is still being reviewed by the other departments, but I wanted to note that the E Buffer (street trees) along Forest Ave and State St will need to be deciduous trees.

Best,

**Matthew Altiero, Planning Analyst**  
**Community & Economic Development Department**  
[matthew.altiero@bangormaine.gov](mailto:matthew.altiero@bangormaine.gov)

*Some people have received emails or letters from an unknown source pretending to be the municipality, stating that additional, exorbitant fees are required to finish processing applications. Please know that our fee schedule is available on the City's website, and we always require fees up front before reviewing an application, not after it's been put on a Planning Board agenda.*

*Please also call our office at 207-992-4280 or email us at [planning@bangormaine.gov](mailto:planning@bangormaine.gov) if you're unsure or if you have any questions.*

---

**RE: 200 State Street - Resubmit Land Dev. Permit App**

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[Plisga & Day • Land Surveyors](#)

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**Subject:** Re: 200 State Street - Resubmit Land Dev. Permit App

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**Matthew Altiero, Planning Analyst**  
**Community & Economic Development Department**  
[matthew.altiero@bangormaine.gov](mailto:matthew.altiero@bangormaine.gov)

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*Please also call our office at 207-992-4280 or email us at [planning@bangormaine.gov](mailto:planning@bangormaine.gov) if you're unsure or if you have any questions.*

---

**Re: 200 State Street - Resubmit Land Dev. Permit App**

---

**From** Hanscom Bilotta, Brenda <Brenda.hanscombilotta@bangormaine.gov>

**Date** Tue 6/23/2026 4:21 PM

**To** Collette, Anja <anja.collette@bangormaine.gov>; Altiero, Matthew <Matthew.Altiero@bangormaine.gov>; LaBree, Jeff <jeff.labree@bangormaine.gov>

**Cc** Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>

Thanks, I must have been looking at the old plan!

It would recommend removing the barrier between the two parking areas. If they are trying to preserve tenant parking, signage could be used. Ensure the E buffer is met. Other than that I'm ok.

Best Regards,



**CITY OF BANGOR**

**Brenda Hanscom Bilotta**

***Deputy Director of Code Enforcement***

*Code Enforcement Office*

Phone: 207-992-4224

Fax: 207-992-4196

<http://www.bangormaine.gov>



---

**From:** Collette, Anja <anja.collette@bangormaine.gov>

**Sent:** Tuesday, June 23, 2026 4:14 PM

**To:** Hanscom Bilotta, Brenda <Brenda.hanscombilotta@bangormaine.gov>; Altiero, Matthew <Matthew.Altiero@bangormaine.gov>; LaBree, Jeff <jeff.labree@bangormaine.gov>

**Cc:** Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>

**Subject:** Re: 200 State Street - Resubmit Land Dev. Permit App

Are you looking at the updated plan they submitted? See attached. It looks like they removed the seasonal windows and have granite blocks between the building and parking, and also removed that parking to the left in front of the duplex.

---

**RE: 200 State Street - Resubmit Land Dev. Permit App**

---

**From** Davis, Jefferson <jefferson.davis@bangormaine.gov>

**Date** Wed 6/24/2026 10:47 AM

**To** Collette, Anja <anja.collette@bangormaine.gov>; Baron, Eric <Eric.Baron@bangormaine.gov>; Peasley, Hannah <Hannah.Peasley@bangormaine.gov>

**Cc** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

Hi Anja,

All handicap spaces need a minimum 5' wide hatched loading zone.

I don't understand the need for the concrete barriers dividing the lots, but since Palm street dead ends right after the site entrance I'm not too worried about additional traffic.

That is all I have for comments.

Jefferson Davis, PLA  
Director of Engineering  
Maine Licensed Landscape Architect  
City of Bangor  
73 Harlow Street  
Bangor, Maine 04401  
207-992-4244  
[jefferson.davis@bangormaine.gov](mailto:jefferson.davis@bangormaine.gov)



---

**From:** Collette, Anja <anja.collette@bangormaine.gov>

**Sent:** Tuesday, June 23, 2026 2:56 PM

**To:** Davis, Jefferson <jefferson.davis@bangormaine.gov>; Baron, Eric <Eric.Baron@bangormaine.gov>; Peasley, Hannah <Hannah.Peasley@bangormaine.gov>

**Cc:** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

**Subject:** Re: 200 State Street - Resubmit Land Dev. Permit App

Hi, sorry to rush this, but if you could let us know as soon as possible if you have issues with this, we're trying to see if this can make the July 7<sup>th</sup> meeting.



**Fw: 200 State Street - Resubmit Land Dev. Permit App**

---

**From** Collette, Anja <anja.collette@bangormaine.gov>  
**Date** Tue 6/23/2026 8:53 AM  
**To** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>



**CITY OF BANGOR**

**Anja Collette, AICP**  
*Planning Officer*  
*Community & Economic Development*  
*Planning Division*

73 Harlow Street  
Bangor, ME 04401  
[anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov)  
Phone: 207.992.4280

*The City of Bangor has recently experienced a scam involving emails that create fake invoices and request payment for application fees, typically after packets containing application materials have been made public. Please note that **the City of Bangor will never ask you to wire funds, do not follow any such instructions.** If you receive an email you believe to be a scam, please contact [anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov) or [planning@bangormaine.gov](mailto:planning@bangormaine.gov) directly.*

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

---

**From:** Vachon, Adam <adam.vachon@bangormaine.gov>  
**Sent:** Tuesday, June 23, 2026 8:16 AM  
**To:** Collette, Anja <anja.collette@bangormaine.gov>  
**Subject:** Re: 200 State Street - Resubmit Land Dev. Permit App

No issues from fire.

Adam



## CITY OF BANGOR

**Adam Vachon**

***Fire Inspector, CFI-1***

*Fire Prevention Division*

Phone: 207-992-4180

Fax: 207-942-8213

<http://www.bangormaine.gov>

[adam.vachon@bangormaine.gov](mailto:adam.vachon@bangormaine.gov)

---

**From:** Collette, Anja <anja.collette@bangormaine.gov>

**Sent:** Monday, June 22, 2026 12:44 PM

**To:** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>; Davis, Jefferson <jefferson.davis@bangormaine.gov>; May, Richard <richard.may@bangormaine.gov>; Baron, Eric <Eric.Baron@bangormaine.gov>; Peasley, Hannah <Hannah.Peasley@bangormaine.gov>; Holmquist, Jim <jim.holmquist@bangormaine.gov>; Miller, John <Johns.Miller@bangormaine.gov>; Hanscom Bilotta, Brenda <Brenda.hanscombilotta@bangormaine.gov>; LaBree, Jeff <jeff.labree@bangormaine.gov>; Vachon, Adam <adam.vachon@bangormaine.gov>; Vaughan Littlefield <vaughan@bangorwater.org>; Patrick Later <patrick@bangorwater.org>

**Cc:** Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>

**Subject:** Re: 200 State Street - Resubmit Land Dev. Permit App

Nevermind actually; it looks like they have proposed some changes to the parking area.



## CITY OF BANGOR

**Anja Collette, AICP**

***Planning Officer***

*Community & Economic Development*

*Planning Division*

73 Harlow Street

Bangor, ME 04401

[anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov)

Phone: 207.992.4280

---

**RE: 200 State Street - Resubmit Land Dev. Permit App**


---

**From** Jon Stewart <jstewart@wemapit.com>

**Date** Thu 6/25/2026 12:55 PM

**To** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

**Cc** Collette, Anja <anja.collette@bangormaine.gov>; Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>; Brett Soucy <brettsoucy@gmail.com>

 1 attachment (1 MB)

92462 20260619 Minor Sub (bw) - signed JMS.pdf;

**WARNING: EXTERNAL EMAIL** - DOUBLE CHECK THE SENDER'S ADDRESS BEFORE OPENING LINKS OR ATTACHMENTS.

Please find attached the updated sub plan.

1. I added the HCP aisles 5' min. to the plan. Mr. Soucy will have them painted when the residential paint (Palm Street Lot) is done in the next week or so.)
2. Mr. Soucy would like create a vegetated barrier between the Palm St lot and the State St lot as he's observed drivers "flaying" around the lot. He was concerned for safety and hopes that a vegetated (he needed another 200 SF anyway) barrier will limit access from one lot to the other. There is more than six feet of walking space north and south of proposed island so that pedestrians can pass. This island will be landscaped and most likely have more than the two proposed bushes shown.
3. Mr. Soucy will be in touch with [patrick@bangorwater.org](mailto:patrick@bangorwater.org) to check on the additional two apartments proposed in place of the previous 2 businesses. There is a shared laundry space and hopefully the 2026 water service will be adequate. However we await hearing back from Patrick.
4. Added seventh signature line on PB block.
5. Modified note in the dimensional requirements that instead of "See Narrative" with 2026 new paint. The parking should be painted in the next two weeks.
6. Adjusted ADA to 2 HCP spaces.
7. Buffer E along the State Street and Forest Av supported with the addition of three coniferous trees and one bush. More than likely additional vegetation (flowers, ect) will be added. 2025 vegetation cleared out. He wants to minimize heavy screening as previous bushes were allowing drug use and needles being found.

Let me know if any questions or need of further edits. Once reviewed, please let me know how many paper prints you need and if you need them before meeting. I should be able to print withing one business days' notice. I'm out tomorrow but around all next week. Thank you all again from me and Mr. Soucy! Progress to getting these apartments open.

Regards, Jon – Jonathan M. Stewart, PLS# 2327 (ME)

[Plisga & Day • Land Surveyors](#)

---

**From:** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

**Sent:** Wednesday, June 24, 2026 10:52 AM

**To:** Jon Stewart <jstewart@wemapit.com>

**Cc:** Collette, Anja <anja.collette@bangormaine.gov>; Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>

**Subject:** Re: 200 State Street - Resubmit Land Dev. Permit App

Hello,

Please see the additional comments from Engineering and Code copied below. If you have any questions, please feel free to reach out.

- All handicap spaces need a minimum 5' wide hatched loading zone.
- It would be recommended to remove the barrier between the two parking areas. If they are trying to preserve tenant parking, signage could be used.

Best,



**CITY OF BANGOR**

**Matthew Altiero, Planning Analyst**

**Community & Economic Development Department**

[matthew.altiero@bangormaine.gov](mailto:matthew.altiero@bangormaine.gov)

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*Please also call our office at 207-992-4280 or email us at [planning@bangormaine.gov](mailto:planning@bangormaine.gov) if you're unsure or if you have any questions.*

---

**From:** Altiero, Matthew <[Matthew.Altiero@bangormaine.gov](mailto:Matthew.Altiero@bangormaine.gov)>

**Sent:** Monday, June 22, 2026 4:06 PM

**To:** [jstewart@wemapit.com](mailto:jstewart@wemapit.com) <[jstewart@wemapit.com](mailto:jstewart@wemapit.com)>

**Cc:** Collette, Anja <anja.collette@bangormaine.gov>; Rienas, Kayleigh <[Kayleigh.Rienas@bangormaine.gov](mailto:Kayleigh.Rienas@bangormaine.gov)>

**Subject:** Fw: 200 State Street - Resubmit Land Dev. Permit App

Good afternoon,

Please see the attached checklist containing some staff comments. Also, I just want to note that I will most likely be sending a few more comments from staff once I receive them. If you have any questions in the meantime, please feel free to reach out.

Best,



**CITY OF BANGOR**

**Matthew Altiero, Planning Analyst**

**Community & Economic Development Department**

[matthew.altiero@bangormaine.gov](mailto:matthew.altiero@bangormaine.gov)

---

**Re: 200 State Street - Resubmit Land Dev. Permit App**

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**From** Patrick Later <patrick@bangorwater.org>

**Date** Mon 6/29/2026 12:15 PM

**To** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>; Chuck Harrison <chuck@bangorwater.org>; Vaughan Littlefield <vaughan@bangorwater.org>

**Cc** Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>; Krieg, Anne M. <anne.krieg@bangormaine.gov>; Collette, Anja <anja.collette@bangormaine.gov>

**WARNING: EXTERNAL EMAIL** - DOUBLE CHECK THE SENDER'S ADDRESS BEFORE OPENING LINKS OR ATTACHMENTS.

Good Afternoon,

I got the new fixture count form, it appears that the existing 1.5" Service Line will be fine with the updated fixture count. If you need anything else please do not hesitate to reach out. Thanks.

**Respectfully,**

**Patrick Later**

*GIS Technician/Project Inspector  
Project Management Department  
Bangor Water District*

Tel 207-947-4516 ext.502

Cell 207-356-4794

PO Box 1129

Bangor, ME 04402

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**From:** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

**Sent:** Monday, June 29, 2026 11:46 AM

**To:** Chuck Harrison <chuck@bangorwater.org>; Patrick Later <patrick@bangorwater.org>; Vaughan Littlefield <vaughan@bangorwater.org>

**Cc:** Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>; Krieg, Anne M. <anne.krieg@bangormaine.gov>; Collette, Anja <anja.collette@bangormaine.gov>

**Subject:** Fw: 200 State Street - Resubmit Land Dev. Permit App

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**Community & Economic Development Department**  
matthew.altiero@bangormaine.gov

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*Please also call our office at 207-992-4280 or email us at [planning@bangormaine.gov](mailto:planning@bangormaine.gov) if you're unsure or if you have any questions.*

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**From:** Collette, Anja <[anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov)>  
**Sent:** Thursday, June 25, 2026 2:12 PM  
**To:** Jon Stewart <[jstewart@wemapit.com](mailto:jstewart@wemapit.com)>; Altiero, Matthew <[Matthew.Altiero@bangormaine.gov](mailto:Matthew.Altiero@bangormaine.gov)>  
**Cc:** Rienas, Kayleigh <[Kayleigh.Rienas@bangormaine.gov](mailto:Kayleigh.Rienas@bangormaine.gov)>; Brett Soucy <[brettsoucy@gmail.com](mailto:brettsoucy@gmail.com)>  
**Subject:** Re: 200 State Street - Resubmit Land Dev. Permit App

Hello, please let us know as soon as possible what the Water District says.

**Anja Collette, AICP**  
*Planning Officer*  
*Community & Economic Development*  
*Planning Division*

73 Harlow Street  
Bangor, ME 04401  
[anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov)  
Phone: 207.992.4280

*The City of Bangor has recently experienced a scam involving emails that create fake invoices and request payment for application fees, typically after packets containing application materials have been made public. Please note that **the City of Bangor will never ask you to wire funds, do not follow any such instructions.** If you receive an email you believe to be a scam, please contact [anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov) or [planning@bangormaine.gov](mailto:planning@bangormaine.gov) directly.*

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**Cc:** Rienas, Kayleigh <[Kayleigh.Rienas@bangormaine.gov](mailto:Kayleigh.Rienas@bangormaine.gov)>; Brett Soucy <[brettsoucy@gmail.com](mailto:brettsoucy@gmail.com)>  
**Subject:** Re: 200 State Street - Resubmit Land Dev. Permit App

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*Planning Officer*  
*Community & Economic Development*  
*Planning Division*

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Bangor, ME 04401  
[anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov)  
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**RE: Engineer's Report for 200-210 State St and Milford St Ext**


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**From** Davis, Jefferson <jefferson.davis@bangormaine.gov>

**Date** Tue 6/30/2026 4:34 PM

**To** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

**Cc** Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>; Krieg, Anne M. <anne.krieg@bangormaine.gov>

 1 attachment (207 KB)

200-210 State Street Engineering Report.pdf;

Hi Matt,

Please see attached report for 200-210 State Street. Engineering is satisfied with the applicants revised plan and has no further concerns.

Jefferson Davis, PLA  
Director of Engineering  
Maine Licensed Landscape Architect  
City of Bangor  
73 Harlow Street  
Bangor, Maine 04401  
207-992-4244  
[jefferson.davis@bangormaine.gov](mailto:jefferson.davis@bangormaine.gov)



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**From:** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

**Sent:** Tuesday, June 30, 2026 4:08 PM

**To:** Davis, Jefferson <jefferson.davis@bangormaine.gov>

**Cc:** Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>; Krieg, Anne M. <anne.krieg@bangormaine.gov>

**Subject:** Re: Engineer's Report for 200-210 State St and Milford St Ext

Hi Jeff,

Just following up on this. Will you be able to get these to us tomorrow morning? We will need to include these in the packets. Also, when you send the one for 200 & 210 State St would you be able to send over Engineering's signoff assuming the most recent set of revisions are satisfactory?

Thanks in advance,



CITY OF BANGOR

JEFFERSON DAVIS, PLA  
DIRECTOR OF ENGINEERING

## DEPARTMENT OF ENGINEERING

June 30, 2026

City of Bangor Planning Board  
73 Harlow Street  
Bangor, Maine 04401

Re: Brett Soucy Revised Minor Subdivision Plan  
200 and 210 State Street, Bangor, Maine

Dear Planning Board Members,

The Engineering Department of the City of Bangor has completed our review of the proposed subdivision plan at 200 and 210 Sate Street being proposed by Brett Soucy. The plans were prepared and submitted by Jonathan Stewart of Plisga & Day on June 19, 2026.

The revised plan includes the development of eight residential units and one business units in the former Miller Drug building and two residential units in a new 1,757 square foot building. Our review included an evaluation of the overall parking and lot layout, traffic generation, proposed utilities including sanitary sewer and drinking water.

In accordance with Section 165-128 (F), I have determined that the final subdivision plan for the subdivision complies with applicable health, sanitation, and engineering standards.

Sincerely,

Jefferson Davis, PLA  
Maine Licensed Landscape Architect  
Director of Engineering



CITY OF BANGOR

PLANNING DIVISION

# COMMUNITY & ECONOMIC DEVELOPMENT

June 25, 2026

Dear Property Owner,

Please be advised that the Planning Board of the City of Bangor will hold a public hearing on Tuesday, July 7<sup>th</sup>, 2026, beginning at 7 PM in the Council Chambers on the 1st floor of City Hall (73 Harlow Street) and will consider the following application:

**Land Development Permit Application – Minor Subdivision Modification to create a mixed-use development with 10 dwelling units and 1 commercial space. This site was previously approved for 8 dwelling units and 3 commercial spaces and is located at 200 & 210 State Street, Map-Lot 048-256 and 048-256-A, in the Urban Service District (USD). Owner/Applicant: Brett Soucy.**

A full copy of the application can be emailed or mailed to any interested party by emailing a request to [planning@bangormaine.gov](mailto:planning@bangormaine.gov) or calling the office at 207.992.4257. Copies of the application can also be picked up at City Hall. To submit comments in writing, please email comments to [planning@bangormaine.gov](mailto:planning@bangormaine.gov) or mail to 73 Harlow Street before 4 PM, July 6<sup>th</sup>, 2026. Interested parties can also make an appointment by email or phone to meet with Planning Division staff in person or on Zoom.

The public is welcome to attend the meeting in person or via Zoom. Public comments are allowed over Zoom; however, you must register before 9 AM, July 7<sup>th</sup> at <https://bangormaine.gov/504/Meeting-Participation>. Zoom details can be found at the city's website under [www.bangormaine.gov/calendar](http://www.bangormaine.gov/calendar). The Planning Board meeting may be streamed live via the City of Bangor's YouTube page; however, comments are not enabled during streaming. Please call our office if you have questions about the process or participation in the hearing process.

Anja Collette  
Planning Officer  
207-992-4280  
[planning@bangormaine.gov](mailto:planning@bangormaine.gov)



**Bangor is rewriting its Land Development Code! For more details and to sign up for updates, visit [www.blueprintbangor.com](http://www.blueprintbangor.com)**

73 HARLOW STREET, BANGOR, ME 04401  
TELEPHONE: (207) 992-4280 FAX: (207) 945-4447  
[WWW.BANGORMAINE.GOV](http://WWW.BANGORMAINE.GOV)



# COMMUNITY & ECONOMIC DEVELOPMENT

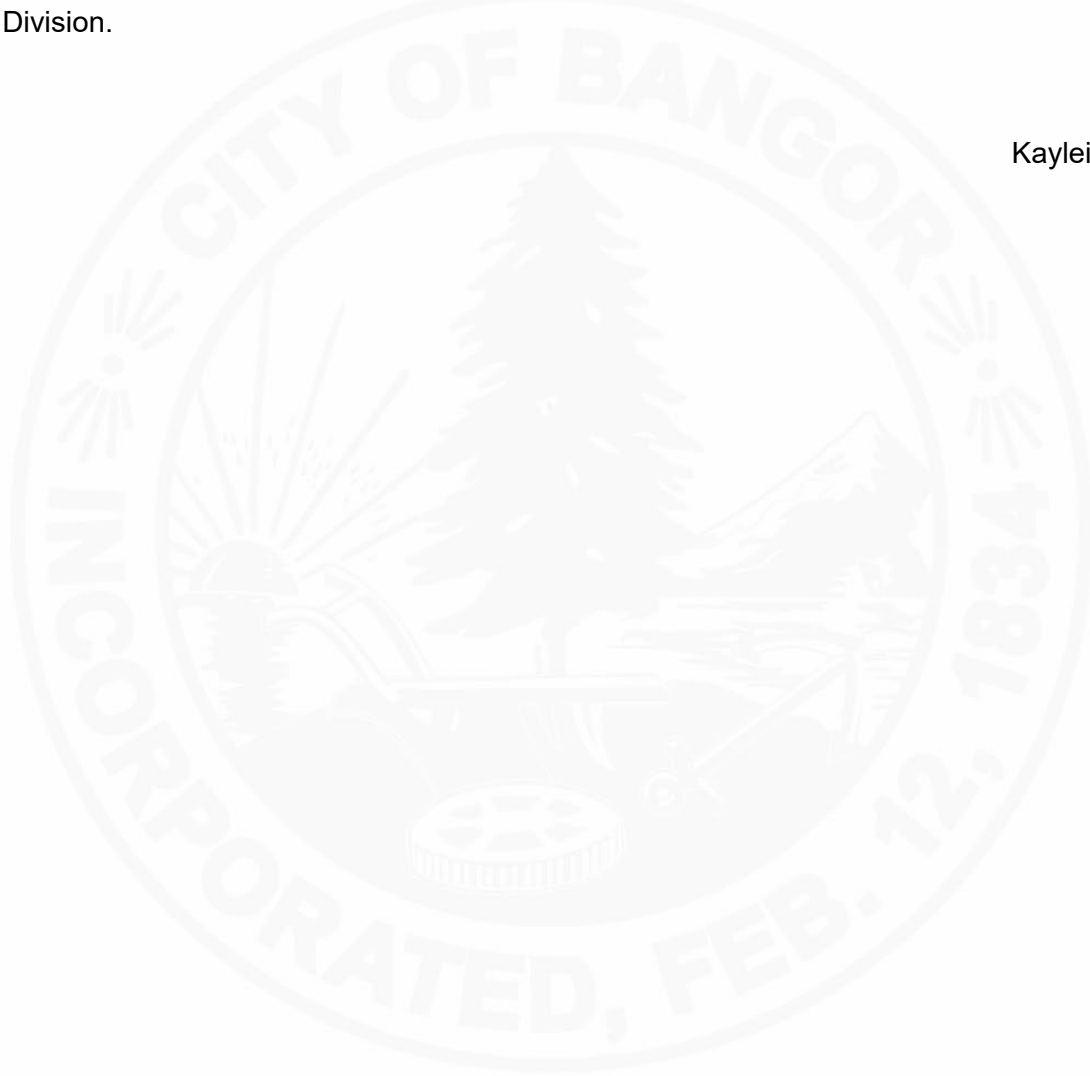
CITY OF BANGOR

PLANNING DIVISION

Re: SUB – 200 & 210 State St – Brett Soucy – Notice of Mailing

On June 26, 2026, the Public Notice for 200 & 210 State St – Brett Soucy, advising that the Planning Board of the City of Bangor will hold a public hearing on Tuesday, July 7, 2026, was mailed by the Planning Division.

Kayleigh Rienas



Owner	Owner 2	Owner Address 1	Owner Address 2
WEATHERBEE W C & SONS INC		754 STILLWATER AVENUE	BANGOR ME 04401
FRANKS BAKE SHOP INC		199 STATE ST	BANGOR ME 04401
FOREST SOCIETY OF MAINE		209 STATE STREET SUITE 2	BANGOR ME 04401-5484
LOUIE LEWIS PROPERTIES, LLC		19 GARDNER ROAD	ORONO ME 04473
HERNANDEZ DEBRA JEAN		15 FOREST AVENUE	BANGOR ME 04401
GEROW ANTOINE P	GEROW KACIE LYNNE	21 FOREST AVENUE	BANGOR ME 04401
JONES NEIL M	JONES PATRICIA L	366 FRENCH STREET	BANGOR ME 04401
BANGOR CITY OF		ACCT. PAYABLE SCHOOL DEPT. 73 HARLOW STREET	BANGOR ME 04401
SPENCER GARY LEON	SPENCER SHELLINI CATHERINE	18 FOREST AVENUE	BANGOR ME 04401
ADAMS JR PHILIP L		186 STATE STREET	BANGOR ME 04401
2L HOLDINGS LLC		199 STATE STREET	BANGOR ME 04401



# COMMUNITY & ECONOMIC DEVELOPMENT

**CITY OF BANGOR**

PLANNING DIVISION

July 21, 2026

## **Bangor Planning Board**

### ***Findings and Decision***

**Applicant/Owner:**

Penquis CAP, Inc.  
262 Harlow Street  
Bangor, Maine 04401

**Agent:**

Carpenter Associates  
attn: Randy Bragg  
687 Stillwater Avenue  
Old Town, Maine 04468

**Property Address:**

Milford Street Extension, Map-Lot 046-032

**Zoning District:**

Multifamily and Service District (M&SD)

**Permit Request:**

Land Development Permit for Major Site Development and  
Minor Subdivision

**Description:**

Proposal for the construction of a 41-unit multi-story building  
with associated parking

**Public Hearing Date:**

July 7, 2026

**Permitting Requirements:**

§165-111A(3) & (6), §165-126

**Board Members Present:**

\_\_\_\_\_

**Board Vote:**

Motion carried ■ to approve the Land Development Permit.

## **I. The Record**

The Planning Board reviewed the following exhibits:

1. Land Development Permit Application, submitted by Carpenter Associates on 05.21.2026
2. Revised Plan Set, submitted by Carpenter Associates on 06.26.2026

3. Proof of Payment, submitted from Carpenter Associates on 05.21.2026
4. Building Permit Application, submitted by Carpenter Associates on 05.21.2026
5. Certificate of Occupancy, submitted by Carpenter Associates on 05.21.2026
6. Owner-Applicant-Agent Authorization, submitted by Carpenter Associates on 05.21.2026
7. Deed, submitted by Carpenter Associates on 05.21.2026
8. Revised Narrative, submitted Carpenter Associates 06.16.2026
9. Existing Conditions, submitted by Carpenter Associates on 05.21.2026
10. Site Location Map, submitted by Carpenter Associates on 05.21.2026
11. Proof of Interest, submitted by Carpenter Associates on 05.21.2026
12. Financial Ability, submitted by Carpenter Associates on 06.18.2026
13. Technical Ability, submitted by Carpenter Associates on 06.16.2026
14. Revised Stormwater Narrative, submitted by Carpenter Associates on 06.16.2026
15. Sewer Narrative, submitted by Carpenter Associates on 05.21.2026
16. Water Narrative, submitted by Carpenter Associates on 05.21.2026
17. Electrical Narrative, submitted by Carpenter Associates on 05.21.2026
18. Lighting Specs, submitted by Carpenter Associates on 05.21.2026
19. Revised Setbacks Narrative, submitted by Carpenter Associates on 06.16.2026
20. Traffic Narrative, submitted by Carpenter Associates on 05.21.2026
21. Updated Land Development Permit Checklist, sent to Carpenter Associates via email on 06.02.26
22. Bangor Water District Meter Sizing Form, sent to Carpenter Associates via email on 06.02.26
23. Bangor Water District New Construction Information Sheet, sent to Carpenter Associates via email on 06.02.26
24. Fire comments, sent to Carpenter Associates via email on 06.02.26
25. Responses to Land Development Permit Checklist, received via email 06.16.2026
26. Code Enforcement sign-off, received via email on 06.17.26
27. Additional Bangor Water District comments, received via email on 06.22.26
28. Fire sign-off, received via email on 06.23.26
29. Pedestrian connection comments, sent to Carpenter Associates via email on 06.24.26
30. Engineering, Planning, and Forestry comments, sent to Carpenter Associates via email on 06.24.26
31. Additional correspondence to Engineering comments, received Carpenter Associates via email on 06.25.26
32. Responses to staff comments, received via email on 06.26.2026
33. Bangor Water District sign-off on Condition, received via email on 06.26.26
34. Planting clarification amongst staff, correspondence via email on 06.26.26
35. Engineering sign-off, received via email on 06.29.26
36. Engineering Report, received via email on 06.30.26
37. List of abutters within 100 ft of the subject property, generated by staff on 06.05.2026
38. Public Notice, sent to abutters within 100 ft on 06.25.2026
39. Notice of Mailing, generated by staff on 06.25.2026
40. Title 30-A, §4404\_ Review criteria

## II. Project Description and Permit Requirements

The Project will consist of constructing a 41-unit multi-story building with associated parking. The property is located on Milford St Ext, Map-Lot 046-032-A, in the Multifamily and Service District (M&SD).

As a permitted use in the Multifamily and Service District (M&SD), per §165-90B, the project must also meet the requirements of Article II through XII, any applicable development standards of Article XIX.

Additionally, as a Project that creates 3 or more dwelling units in a 5-year period and creates an off-street parking lot containing 20 or more spaces, the proposed development must meet the requirements for Land Development Permit (§165-111.A(3) and (6)) and for a minor subdivision (§165-126).

## III. Procedural Background

1. The Application was deemed complete on July 7, 2025.
2. The Applicant paid all applicable fees (Exhibit 3).
3. The proposed Project is a Major Site Development and Minor Subdivision.
4. The City Engineer reviewed the final subdivision plat and provided a written report on June 30, 2026.

## IV. Applicable Provisions and Findings

### Part 1 – The Project meets the requirements of Articles II through XII

1. The Board finds that, based on Exhibits 2, 14, and 36, the applicant satisfied Land Development Code §165-33.1's requirements surrounding Erosion and Sediment Control.
2. The Board finds that, based on Exhibits 2, 25, 30, 32, 35, and 36, the applicant satisfied §165-72 of the Land Development Code regarding the required number of parking spaces, §165-73's requirements regarding parking area location and screening, and §165-74's requirements regarding parking area design, construction and maintenance.
3. The Board finds that, based on Exhibits 2, 25, 30, 32, 35, and 36, the applicant satisfied §165-76 of the Land Development Code regarding the required number of loading spaces, §165-77's requirements regarding loading space sizes, and §165-78's general requirements for loading spaces.
4. The Board finds that, based on Exhibits 2, 15-17, 22, 23, 25, 27, and 33, the applicant satisfied §165-79 of the Land Development Code regarding providing the

necessary utility services required, §165-80's requirements regarding providing adequate water and sewerage services, and 165-83's requirements regarding providing adequate electrical service.

5. The Board finds that, based on Exhibits 2 and 18, the applicant satisfied §165-81 of the Land Development Code regarding providing adequate lighting and preventing light pollution and trespass.
6. The Board finds that, based on Exhibits 2, 25, and 28, the applicant satisfied §165-82's requirements regarding having adequate fire protection.
7. The Board finds that, based on Exhibits 2, 14, 25, 30, 31, 32, 35, and 36, the applicant satisfied §165-84 of the Land Development Code regarding providing adequate storm drainage and stormwater offset.
8. The Board finds that, based on Exhibits 2, 15, 25, 35, and 36, the applicant satisfied §165-85 and §165-86 of the Land Development Code regarding providing information on sanitary flows and compliance with sewer regulations.

#### **Part 2 – The Project meets the District Site Development Standards under Article XIX**

The Board finds that, based on Exhibit 2 and 25, the applicant satisfied § 165-135 of the Land Development Code regarding height limit, floor area ratio, impervious surface ratio, and buffer yards.

#### **Part 3 – The Project meets the requirements of § 165-90 – Multifamily and Service District (M&SD)**

The Board finds that, based on the findings made in Parts 1 and 2 of this document, the Project meets the requirements of § 165-90.B for uses within the Multifamily and Service District (M&SD).

#### **Part 4 – The Project meets the requirements of §165-126 – Minor Subdivision**

1. The Board finds that based on Exhibits 2, 11-13, 15, 16, 20, 25-27, 33, 35, 36 and 40, the Project meets the requirements of Land Development Code §165-126F(1), regarding compliance with State of Maine guidelines for subdivision approval contained in 30-A M.R.S.A. §4404.
2. The Board finds that based on Exhibits 2, 26, and 36, the Project meets the requirements of Land Development Code §165-126F(2) regarding conforming to the

existing lot dimension and area regulations of the zoning district, §165-126F(3)'s requirement of abutting an existing improved public road, and 165-126F(4)'s requirement on the angle of side lot lines to street lines.

3. The Board finds that based on Exhibit 2, the Project meets the requirements of Land Development Code §165-126F(6), regarding the plat containing all information required in 165-126D(1-8).

### **Part 5 – The Project meets the requirements of §165-114 – Land Development Approval Standards**

1. The Board finds that, based on Exhibits 2, 21, 25, 29, 30, 32, and 35, the applicant satisfied Land Development Code §165-114B's requirement that the proposed parking and loading layout are arranged in a reasonable and safe configuration, including the provision for safe pedestrian travel to all on-site uses, and §165-114C's requirement that all proposed access drives are reasonably necessary and safe.
2. The Board finds that, based on Exhibits 2, 9, 14, 25, 30, 31, 32, and 35, the applicant satisfied Land Development Code §165-114D's requirement that the proposed development will not have unreasonable adverse effects on abutting or downstream properties or protected resources such as wetlands, lakes, streams or brooks, and that all downstream channels or municipal stormwater collection systems have adequate capacity to carry the flow without significant negative effects.
3. The Board finds that, based on Exhibits 2 and 18, the applicant satisfied Land Development Code §165-114E's requirements that all outdoor lighting shall be designed, installed and maintained to avoid unreasonable adverse effects from light pollution.
4. The Board finds that, based on Exhibits 2, 25, 32, and 34, the applicant satisfied Land Development Code §165-114F's requirements for landscaping.
5. The Board finds that, based on Exhibit 2, 21, 25, 29, 30, 32, 35, and 36, the applicant satisfied Land Development Code §165-114G, requiring buildings to be situated to avoid unreasonable adverse effects on adjacent properties or public rights-of-way.

### **V. Decision**

**The Board finds that the project meets the requirements for a Land Development Permit**

**for a Major Site Development and Minor Subdivision and therefore, the Board grants the Land Development Permit for the proposed Project, with the condition that the 35 Milford Street Extension water line from Penquis CAP, Inc.'s previous Land Development Permit meets Bangor Water District standards prior to issuance of a road opening permit.**

**VI. General Permit Requirements:**

- A. Prior to the issuance of a Road Opening Permit, the applicant must meet Bangor Water District's condition on the approval.
- B. This permit does not relieve the applicant from any other state or federal permits that may be required for the project.
- C. Prior to construction, the applicant should contact the Code Enforcement Office for any additional permits that may be required.
- D. The signed subdivision plan must be recorded at the Registry of Deeds after Planning Board approval.
- E. Applicant must commence construction within one year from the date of approval and complete the project by July 7, 2028, unless extensions of time are granted per the provision of Chapter 165-113E.
- F. No certificate of occupancy for any structure will be issued by the Code Enforcement Division until the property for which the certificate is sought is in compliance with all applicable regulations, including but not limited to building, zoning, and stormwater requirements. A temporary certificate of occupancy may be issued when necessary under the provisions of § [165-113G of the City's Land Development Code](#).
- G. Upon completion, a digital as-built plan or plans shall be submitted to the Code Enforcement Officer. Additionally, a certificate of compliance stamped by a registered professional engineer or a registered land surveyor must be submitted to the Code Enforcement Office indicating that the site development has been completed in accordance with the approved revised plan.

Failure to comply with the conditions listed above constitutes a violation of the Bangor Land Development Code as prescribed in Chapter 165-10G.

This If you should have any questions or desire further information, please do not hesitate to give the Planning Division a call at 207.992.4280.

Sincerely,

City of Bangor Planning Board

_____	_____
_____	_____
_____	_____
_____	_____

CC: City of Bangor Planning Division  
City of Bangor Code Enforcement Division

**Building Permit and Certificate of Occupancy Checklist**

**Before applying for a building permit:**

- The subdivision plan for the project must be recorded at the Registry of Deeds.
- The Engineering Office must be contacted for E911 addresses for the dwelling units and any other potential permits that may be needed.
- All infrastructure needed to support said structure(s) has been constructed, installed, and inspected by the appropriate City authority.

**Before applying for a Certificate of Occupancy:**

- Digital as-built plan or plans shall be submitted to the Code Enforcement Officer. Additionally, a certificate of compliance stamped by a registered professional engineer or a registered land surveyor must be submitted to the Code Enforcement Office indicating that the site development has been completed in accordance with the approved revised plan.

**CITY OF BANGOR**  
**LAND DEVELOPMENT PERMIT APPLICATION**

Permit No.: \_\_\_\_\_  
Date: \_\_\_\_\_  
Site Development Plan:  X  \*Conditional Use: \_\_\_\_\_ \*Both: \_\_\_\_\_  
Subdivision Development: \_\_\_\_\_ \*Preliminary: \_\_\_\_\_ Final: \_\_\_\_\_  
\*Mobilehome Park: \_\_\_\_\_

Applicant:  Penquis CAP, Inc.  Telephone No.:  973-3675   
Address:  262 Harlow Street, Bangor, ME 04401   
Location of Site:  Milford Street Extension  Map:  046  Lot:  032   
Watershed:  Kenduskeag Stream  Total Area Proposed to be Disturbed: \_\_\_\_\_  
Owner of Site if different from applicant: \_\_\_\_\_ Zoning District:  M&SD   
Address: \_\_\_\_\_  
Description of interest of applicant in site, if not owner (e.g., owner, lease, option, purchase & sales agreement):  
 Owner  If not owner include copy of said agreement

Describe proposed use and indicate floor area (If combination of uses, give floor area devoted to each):  
 Four story housing, 1st floor = 9,744sf, 2nd floor = 8,990sf, 3rd floor = 8,990sf, 4th floor = 8,481sf

**LID techniques** help retain stormwater on site. They include such things as pervious pavement, rain gardens, bioretention cells, and infiltration systems.  
Were LID techniques used on this project?  Yes  If not, why? \_\_\_\_\_  
 Underdrain soil filters

Projected Starting Date:  April 2027  Projected Completion Date:  April 2029

Signature of applicant(s) or agent:  Randy Briggs - agent

**Submittal Requirements**

- Submittal Requirements of development types are described in the Land Development Code for:
1. Site Development Plan, Chapter 165, Article XVI, Section 112
  2. Subdivisions, Chapter 165, Article XVIII, Sections 126 and 128
  3. Mobilehome Parks, Chapter 165, Article XVIII, Section 19

Processing Fees:  \$1,422  Advertising Fees: \_\_\_\_\_

**A COMPLETED APPLICATION FORM, PLAN SUBMITTALS, EVIDENCE OF STANDING, PROCESSING AND ADVERTISING FEES ARE ALL REQUIRED IN ORDER TO HAVE A COMPLETE APPLICATION.**

Date Received by Planning Division Office: \_\_\_\_\_

Decision and reason of Code Enforcement Office for Conditional Use: \_\_\_\_\_

Action taken by Planning Board: \_\_\_\_\_

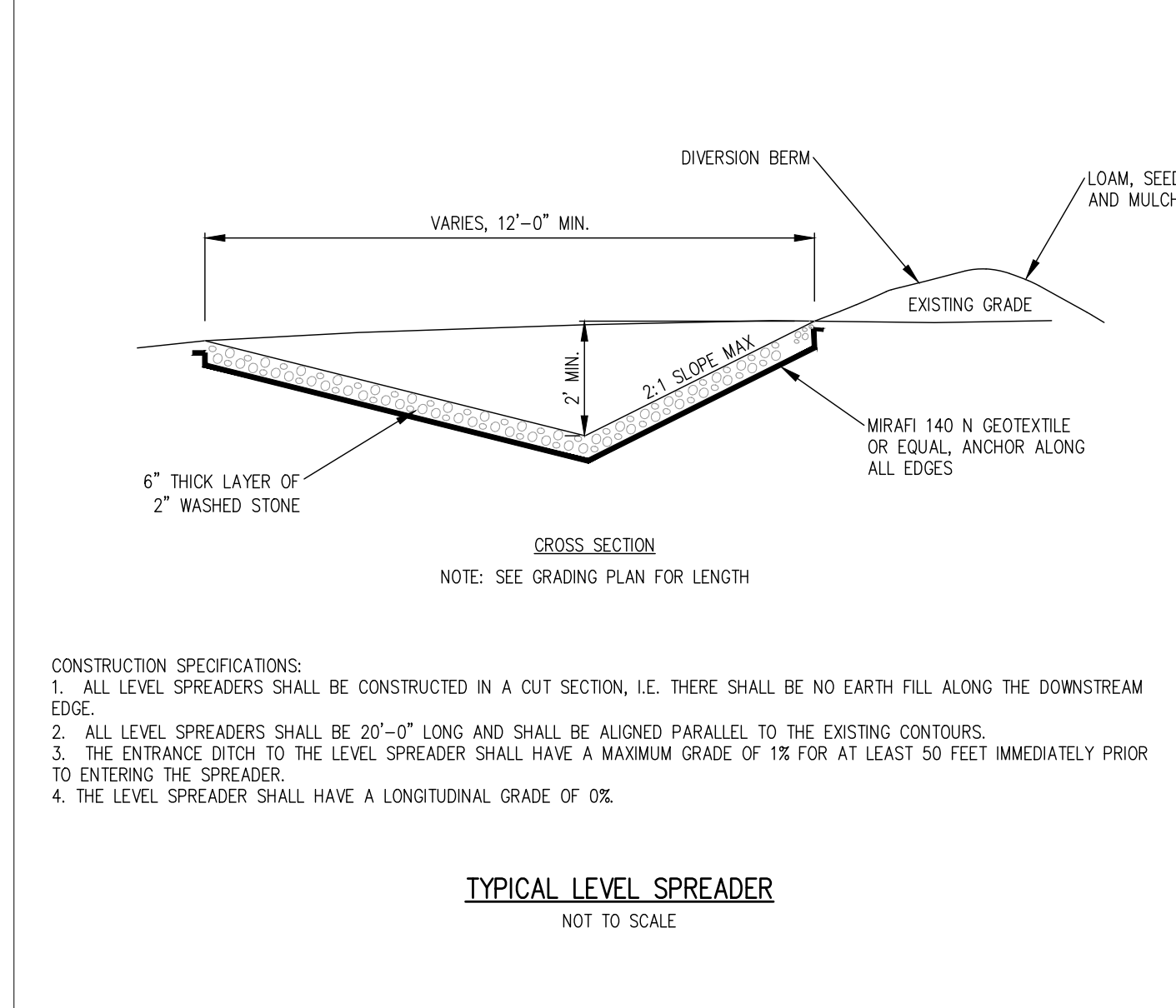
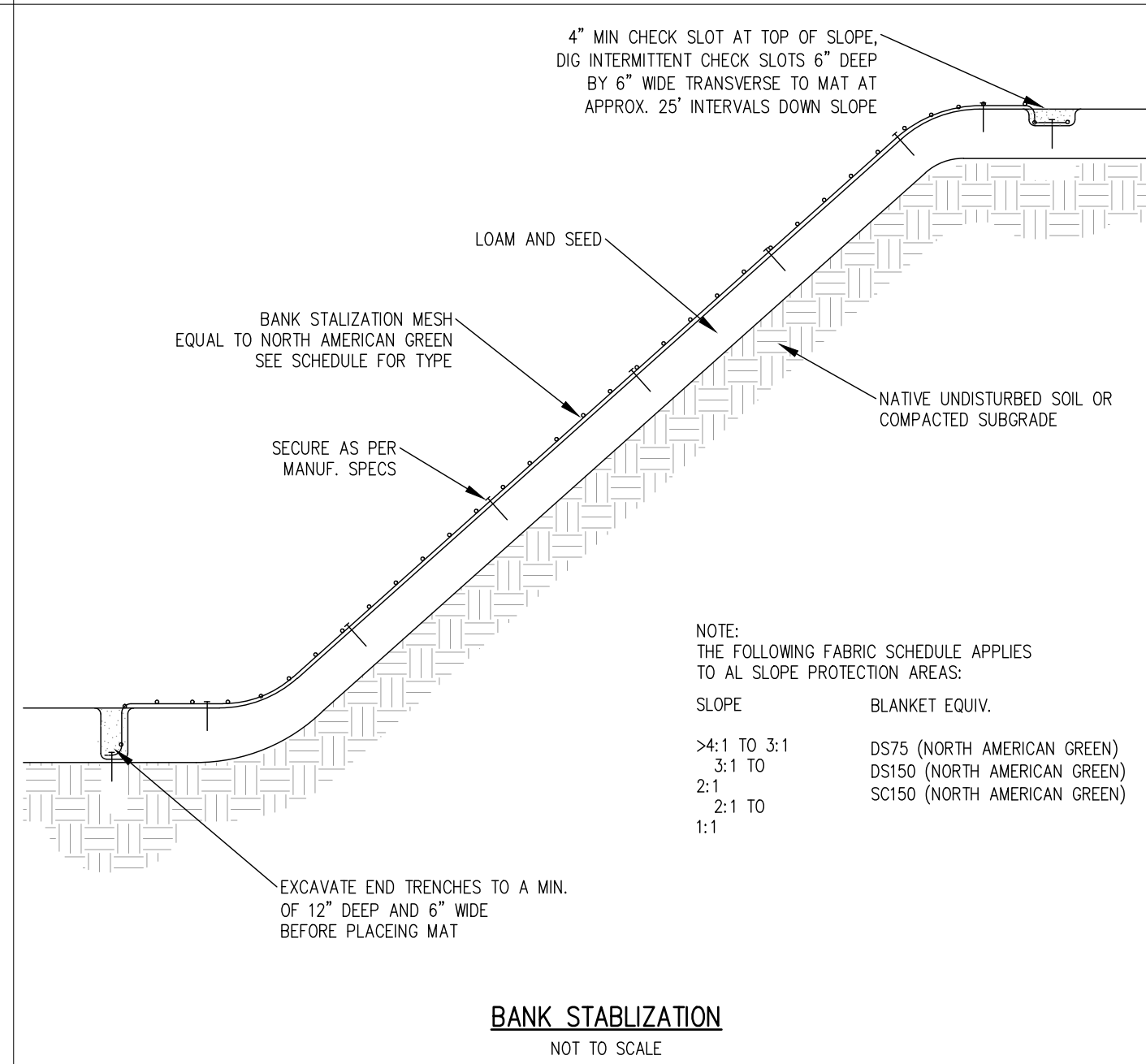
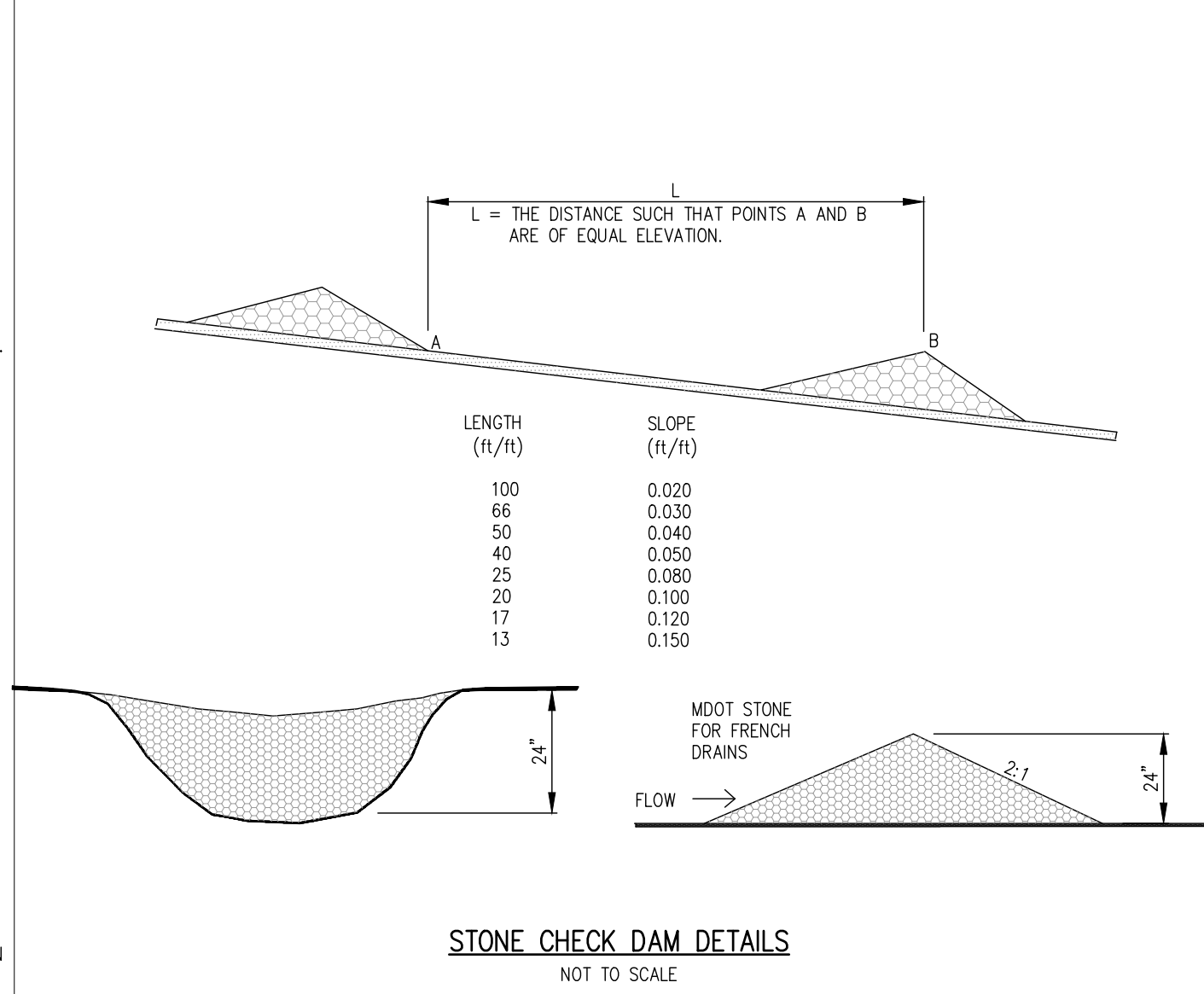
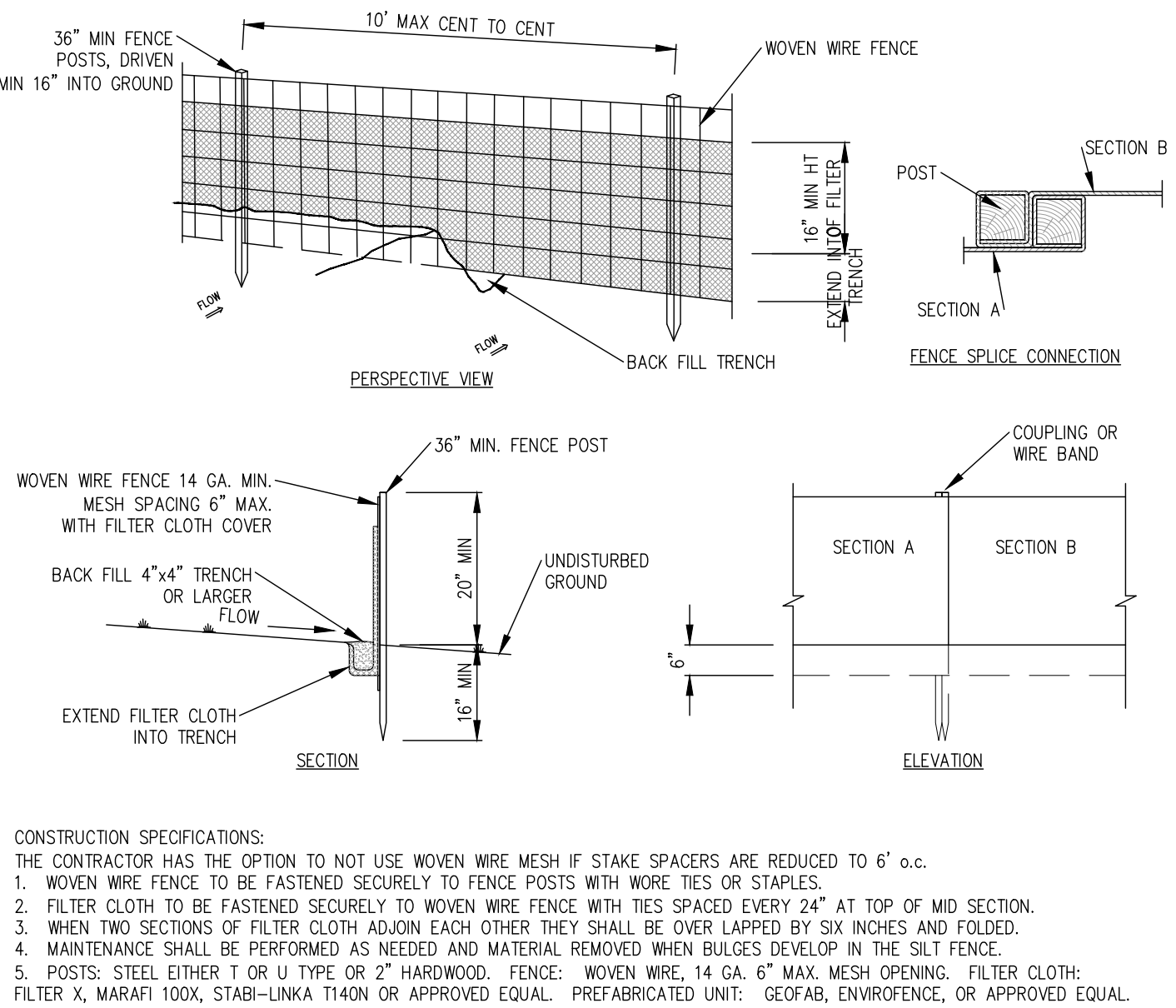
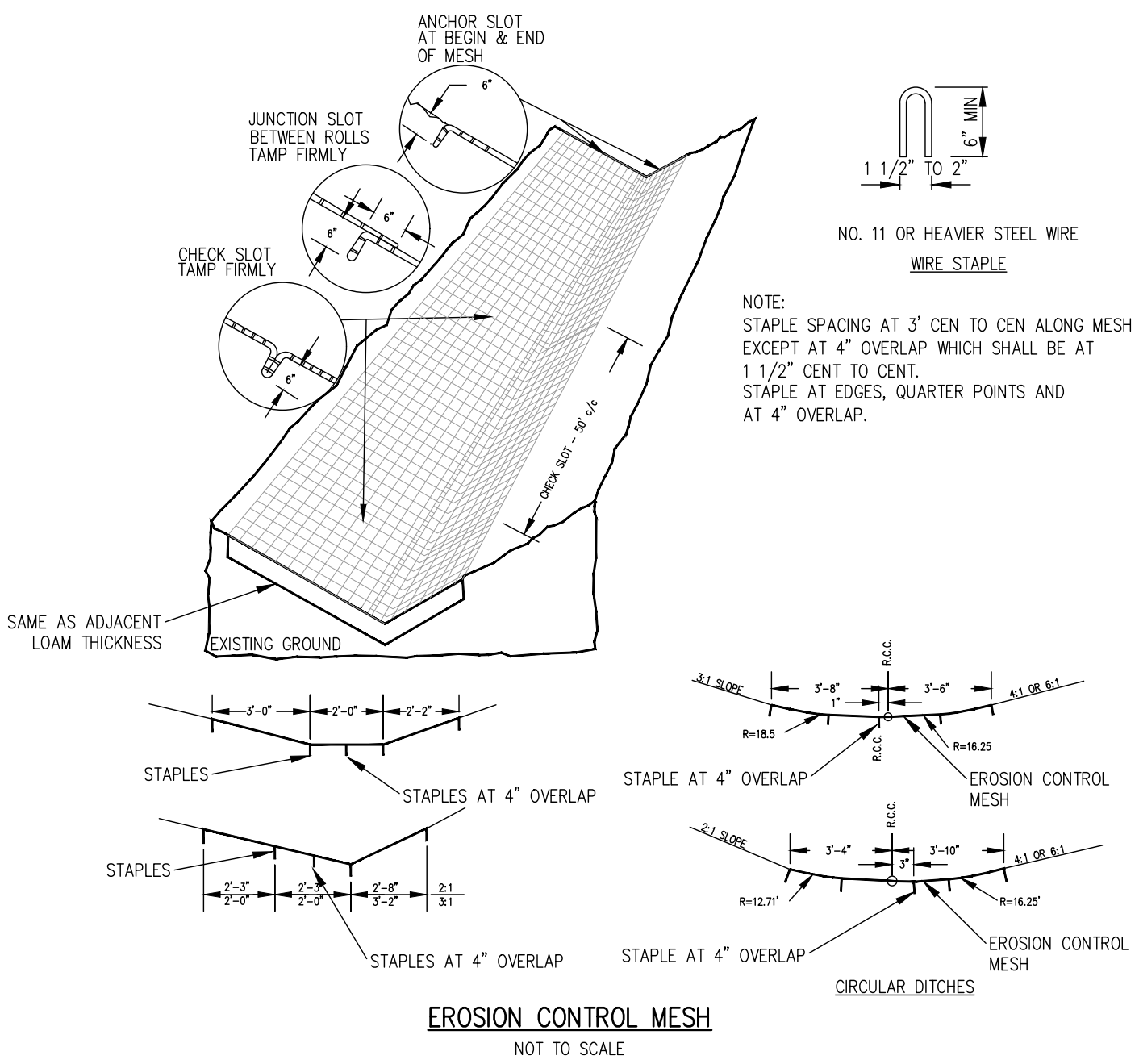
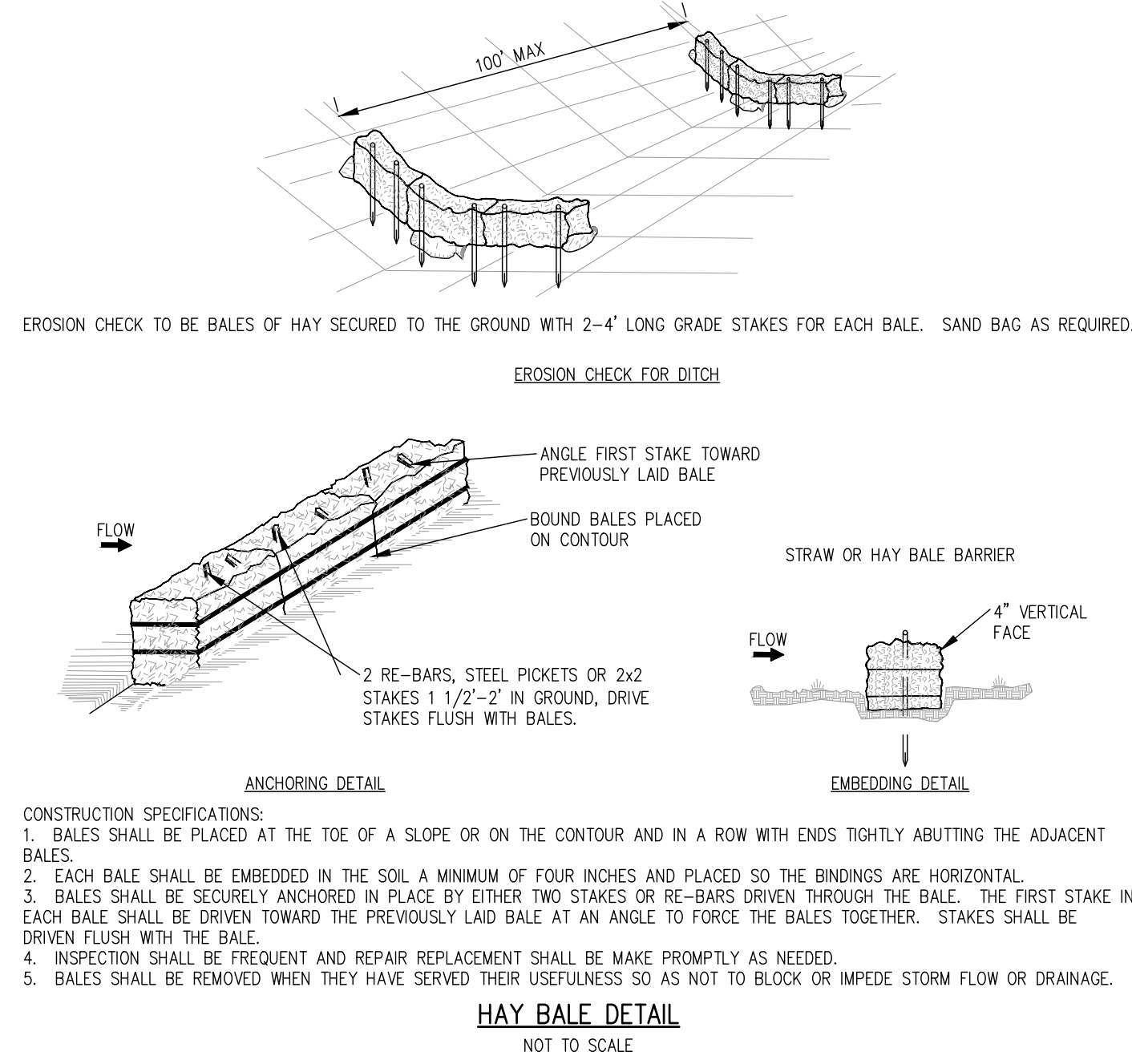
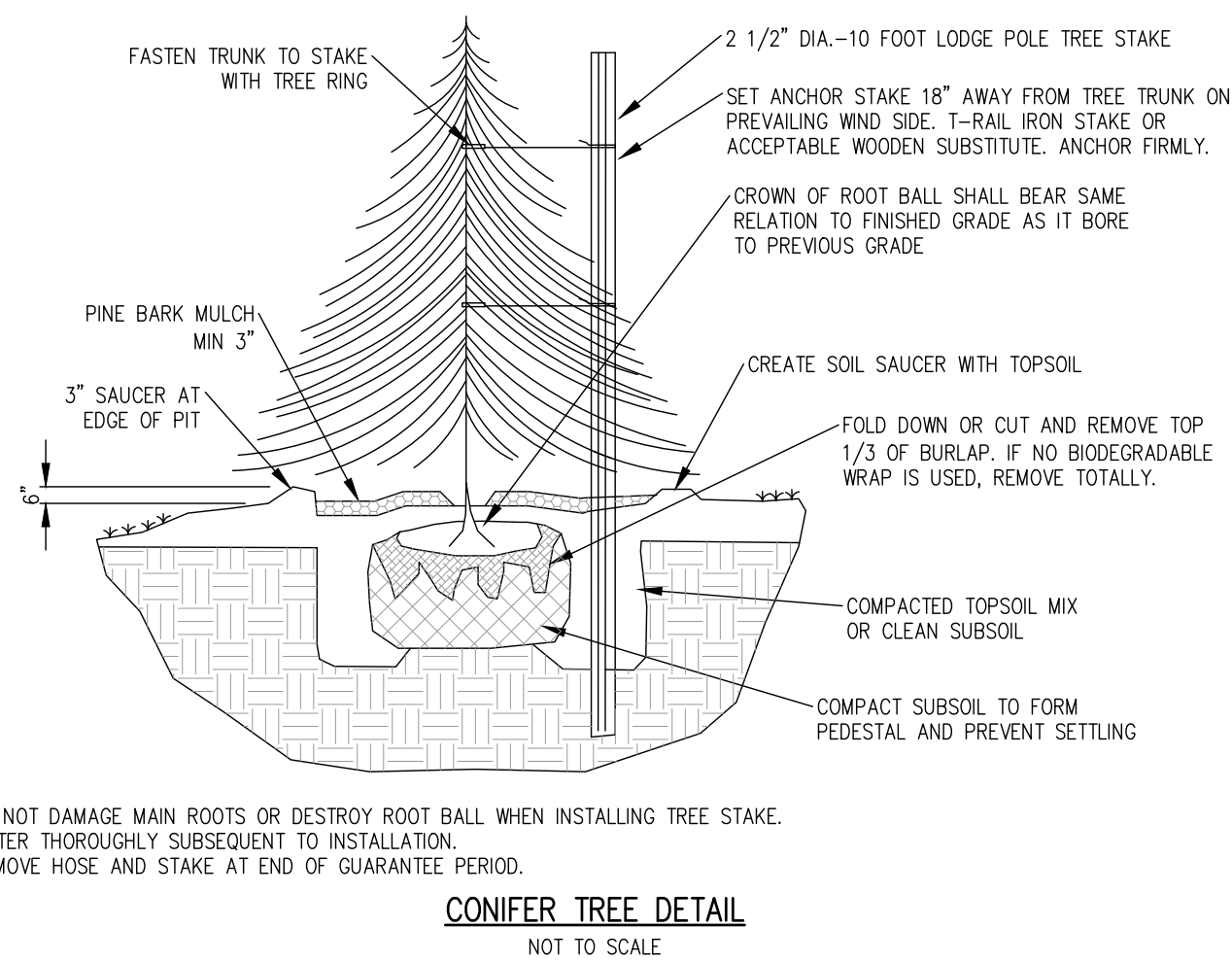
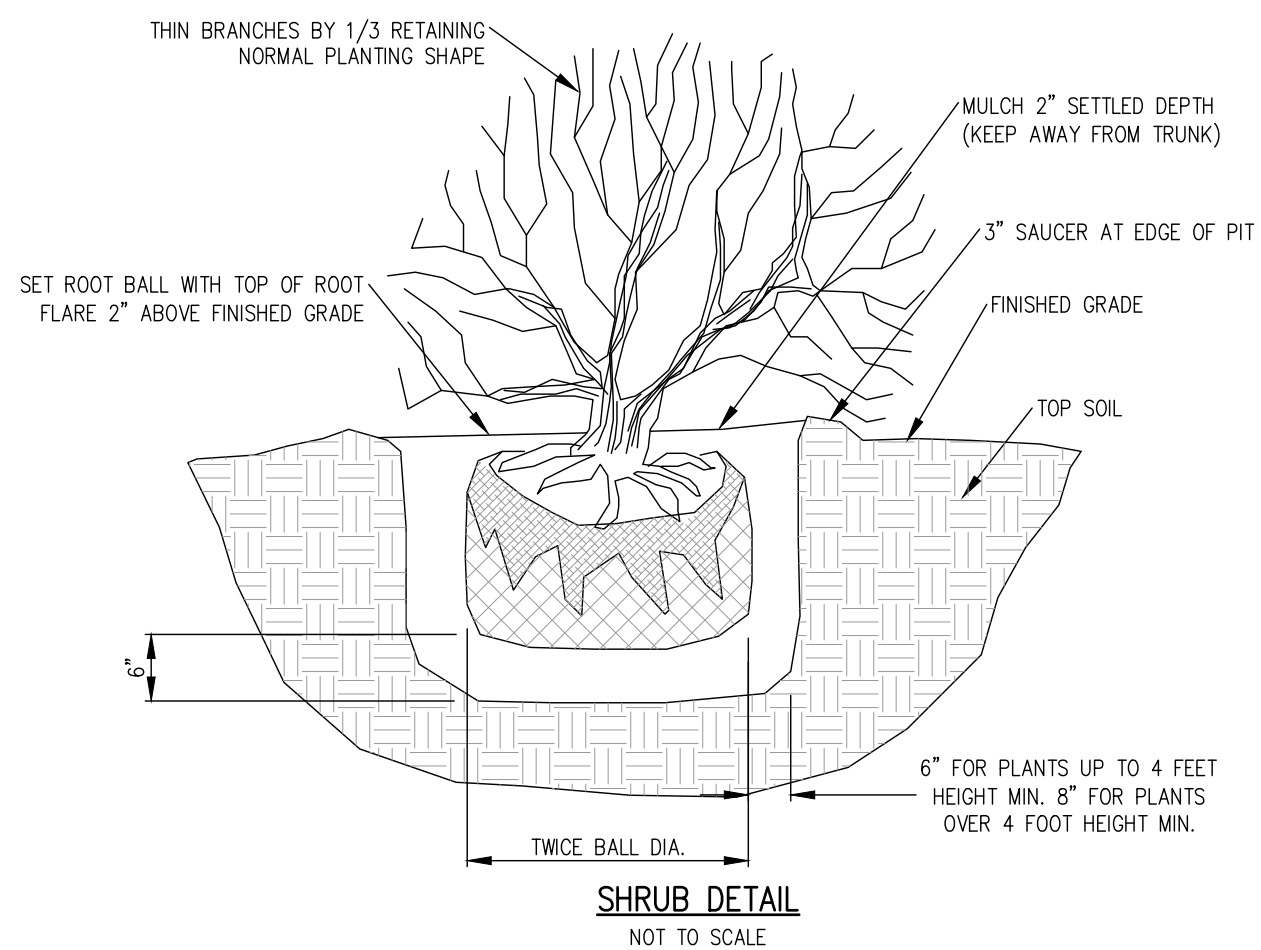
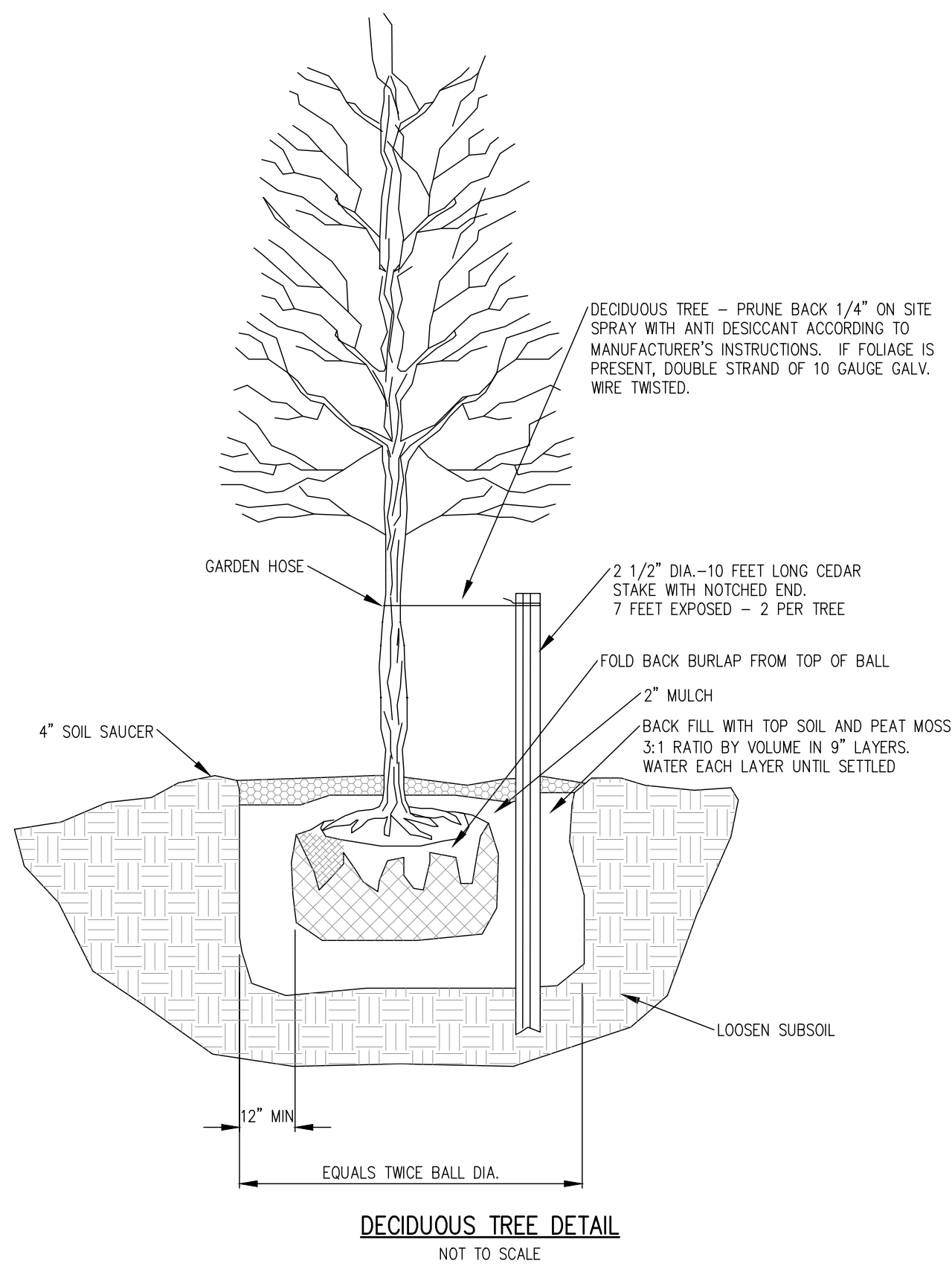
\* Projects requiring a Public Hearing also require Advertising Fees











**PERMANENT SEEDING NOTES FOR ALL DISTURBED AREAS:**

- DURING PERIOD FROM APRIL 15 TO OCTOBER 15, AREAS DISTURBED SHALL BE LIMED, FERTILIZED, SEEDED AND MULCHED AS FOLLOWS:
  - APPLY AGRICULTURAL GRADE LIMESTONE OF NOT LESS THAN 85 PERCENT CALCIUM AND MAGNESIUM CARBONATES AT A RATE OF 130 LBS/1,000 SQUARE FEET (SF).
  - FERTILIZE WITH COMMERCIAL GRADE 10-10-10 FERTILIZER AT A RATE OF 14 LBS/1,000 SF.
  - SEED WITH LAST YEAR'S CROP MIXTURE AT A RATE OF 2 LBS/1,000 SF. MIXTURE SHALL BE: RED FESCUE 57 PERCENT, KENTUCKY BLUEGRASS 28 PERCENT, REDTOP 9 PERCENT AND WHITE DUTCH CLOVER 6 PERCENT. MIXTURE SHALL HAVE A GERMINATION RATE OF NOT LESS THAN 80 PERCENT AND A PURITY OF NOT LESS THAN 85 PERCENT.
- AFTER SEEDING, AREAS DISTURBED SHALL BE HAY MULCHED AT A RATE OF 2.5 BALES/1,000 SF.
- NO SEEDING SHALL TAKE PLACE BETWEEN JUNE 15 AND JULY 15. AS A CONTINGENCY PLAN, AREAS DISTURBED DURING THESE DATES SHALL BE HAY MULCHED AT A RATE OF 2 BALES/1,000 SF AND SECURED WITH PEG AND TWINE OF 4-6 PEGS/SY OR WITH TERRA TACK II AT A RATE OF 60 GALLONS/ACRE.
- WEEKLY OR AFTER PRECIPITATION PRODUCING THE EQUIVALENT OF ONE HALF INCH OF RAINFALL OR SNOW MELT, ALL MULCHED AREAS SHALL BE INSPECTED FOR SUITABILITY FOR EROSION CONTROL AND SLOPE PROTECTION. WEAKENED AREAS SHALL BE RE-MULCHED AS 2. ABOVE.
- WITHIN 30-45 DAYS OF SEED APPLICATION, ALL AREAS SHALL BE INSPECTED FOR SATISFACTORY GROWTH. AREAS OF LESS THAN 75 PERCENT GROWTH SHALL BE RESEED AT ORIGINAL APPLICATION RATES, MULCHED AND MAINTAINED ACCORDINGLY AS SPECIFIED ABOVE.
- PERMANENT SEEDING SHALL BE INSTALLED IMMEDIATELY UPON REACHING FINAL GRADE.

**EROSION CONTROL CONSTRUCTION SEQUENCE:**

- INSTALL ALL SILT FENCING AND TEMPORARY CONSTRUCTION ENTRANCES.
- CONSTRUCT SEDIMENT POND WITH RIP-RAP INLET CHANNEL AND OUTLET STRUCTURE (INCLUDING RIP-RAP APRON AT OUTLET). INSTALL TEMPORARY PIPE SEDIMENT TRAP ON OUTLET PIPE. TEMPORARILY SEED AND MULCH DETENTION POND AREA AND INSTALL EROSION CONTROL BLANKET WHERE SHOWN.
- GRADE PROJECT TO SUBGRADE LEVEL IN LOGICAL MANNER TO MINIMIZE EARTH MOVING AND TO PRESERVE LAND NOT TO BE DISTURBED.
- INSTALL DETENTION POND INLET PIPE WITH RIP-RAP OUTLET.
- COMPLETE DRAINAGE AND UTILITY CONSTRUCTION.
- INSTALL GRAVEL BASE. REMOVE TEMPORARY CONSTRUCTION ENTRANCE IMMEDIATELY PRIOR TO PLACING ROAD BASE.
- COMPLETE FINISH GRADING. LOAM, SEED AND MULCH (WITH EROSION CONTROL BLANKET WHERE SHOWN) ALL DISTURBED AREAS NOT TO BE PAVED OR RIP-RAPPED. REMOVE EXCESS ACCUMULATED SEDIMENTS FROM DETENTION POND BOTTOM.
- COMPLETE UNFINISHED CONSTRUCTION AND FINISH PAVING.
- REMOVE TEMPORARY OVERSEER DITCHES, LEVEL SPREADERS, HAY BALES AND STONE CHECK DAM WHEN 75 PERCENT OF GRASS GROWTH HAS BEEN ESTABLISHED.

ALL EARTHWORK OR CONSTRUCTION ACTIVITIES SHALL OCCUR AFTER APRIL 15 AND BEFORE NOVEMBER 15 UNLESS PRIOR PERMISSION FROM DEP IS OBTAINED. THE CONTRACTOR SHALL INSTALL ALL EROSION CONTROL DEVICES PRIOR TO THE DISTURBANCE OF ANY WORK AREA.

**TEMPORARY SEEDING NOTES:**

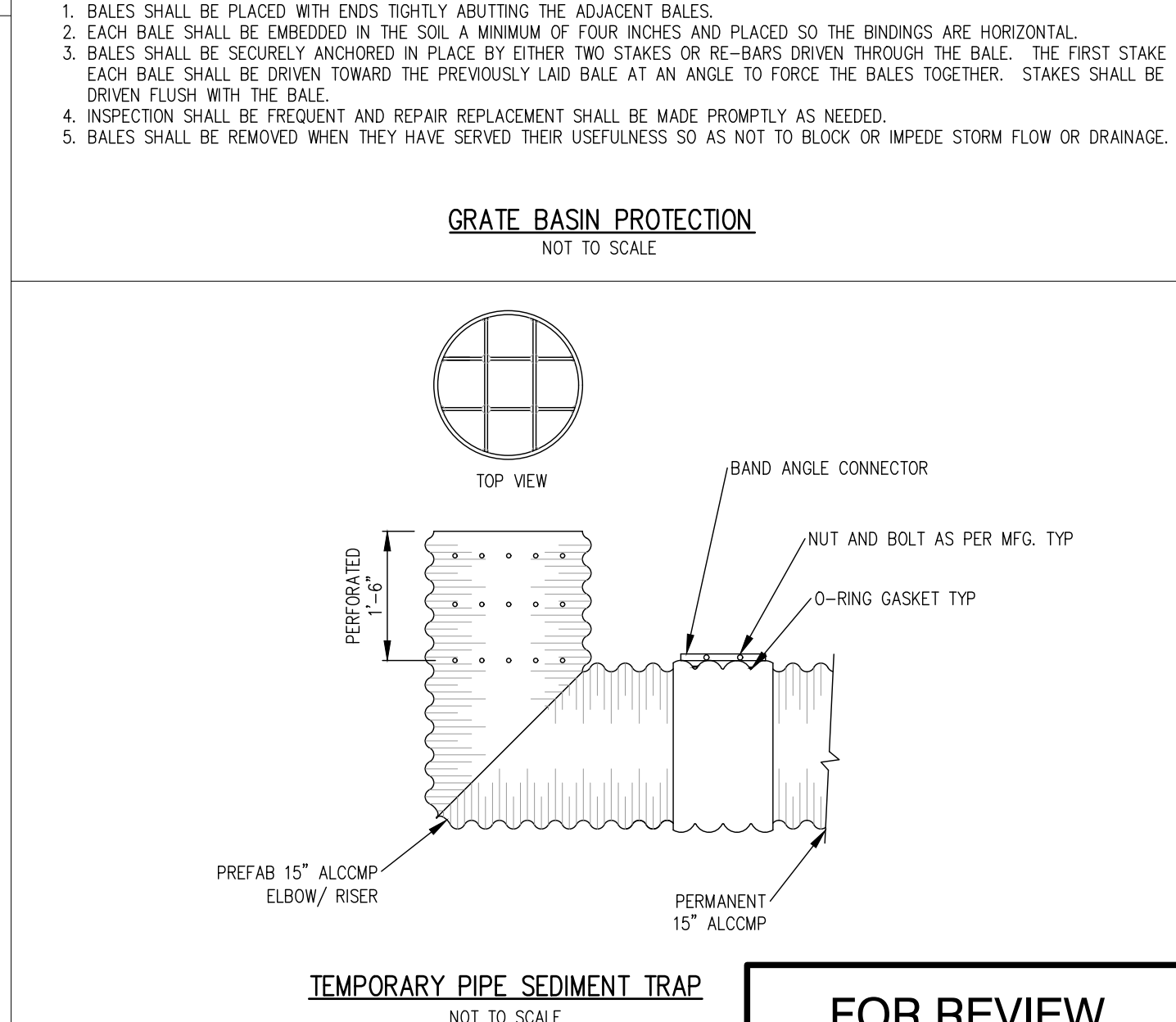
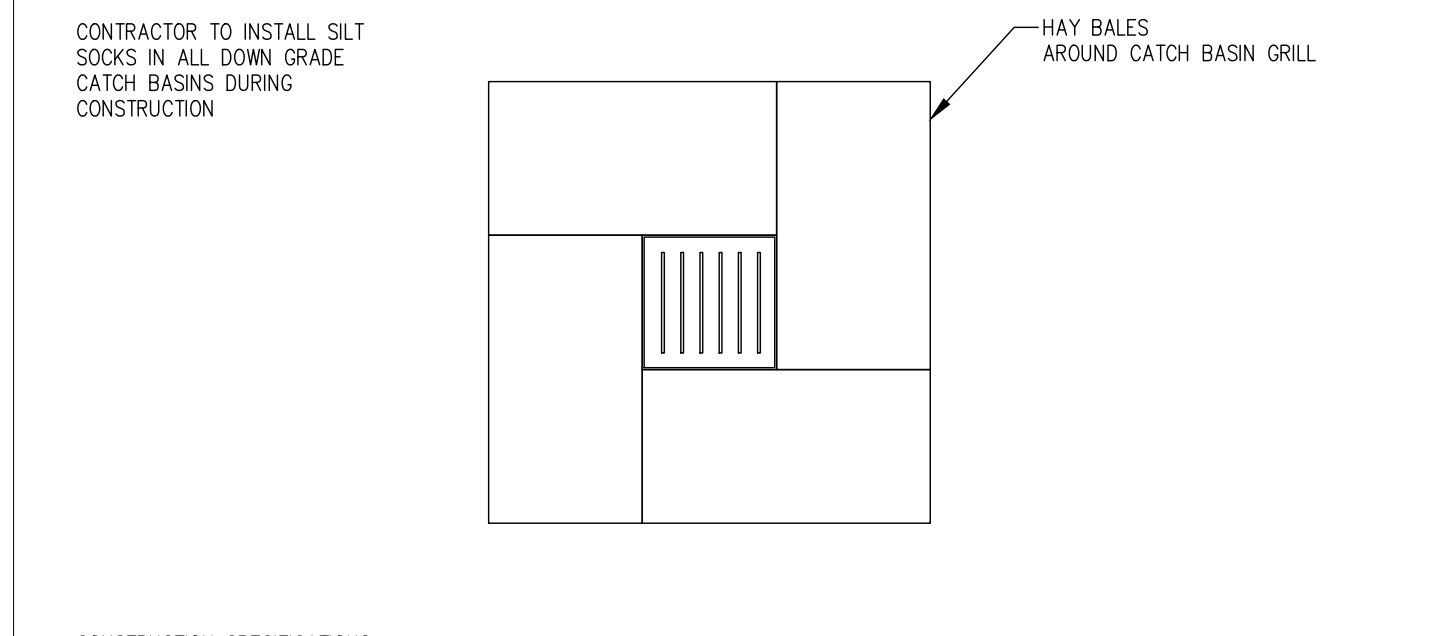
- ANY DISTURBED AREAS TO BE LEFT IN ROUGH GRADED FORM FOR MORE THAN 30 DAYS BUT LESS THAN ONE GROWING SEASON SHALL BE LIMED, FERTILIZED, TEMPORARILY SEEDED AND MULCHED.
- APPLICATION RATES AND MATERIALS USED SHALL BE THE SAME AS FOR PERMANENT SEEDING EXCEPT SEED MIXTURE SHALL BE ANNUAL RYE GRASS.

**DORMANT SEEDING NOTES:**

- DURING PERIODS FROM OCTOBER 1 TO NOVEMBER 15, AREAS DISTURBED SHALL BE DORMANT SEEDED WITH WINTER RYE. 1.5 LBS/1,000 SF. DURING PERIODS BETWEEN NOVEMBER 1 AND APRIL 15, DISTURBED AREAS SHALL BE MULCHED AND IF NECESSARY, STABILIZED WITH EROSION CONTROL MESH.

**GENERAL NOTES:**

- ON SITE STABILIZATION WILL BE DONE WITHIN 15 DAYS OF FINAL GRADING OR WITHIN 30 DAYS OF INITIAL SOIL DISTURBANCE.
- EVERY WEEK AND AFTER PRECIPITATION PRODUCING THE EQUIVALENT OF ONE HALF INCH OF RAINFALL, THE CONTRACTOR SHALL INSPECT AND MAINTAIN ALL EROSION CONTROL MEASURES. MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO REMOVAL OF SEDIMENT FROM SILT FENCE IF SOIL ACCUMULATES TO A DEPTH OF ONE-HALF THE FABRIC HEIGHT; REPAIR OF HAY BAILE BARRIERS IF RUNOFF CHANNELIZES UNDER OR AROUND THE BAILES; REMOVAL OF EXCESS ACCUMULATED SEDIMENT FROM POND; AND WASHING OF TEMPORARY CONSTRUCTION ENTRANCES PRIOR TO OCCURRENCES OF SIGNIFICANT TRACKING.
- ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH "MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES: BY CUMBERLAND COUNTY SWCD, DEPARTMENT OF ENVIRONMENTAL PROTECTION, MARCH, 1991.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION CONTROL MEASURES, INCLUDING MATERIALS, CONSTRUCTION, MAINTENANCE AND REMOVAL.
- JUTE MESH SHALL BE INSTALLED ON ALL LOAM AND SEEDED AREAS WHICH HAVE A SLOPE GREATER THAN 3:1.
- EROSION CONTROL MEASURES SHALL BE INSPECTED ON A MONTHLY BASIS ONCE FINAL STABILIZATION IS COMPLETE, BY THE INSPECTING ENGINEER. THIS INSPECTION IS NO WAY REDUCES OR ELIMINATES THE CONTRACTOR'S RESPONSIBILITY TO ADHERE WITH VERBAL OR WRITTEN REQUIREMENTS OF DEP, ARMY CORPS, EPA OR OTHER JURISDICTIONAL AGENCIES. CONTRACTOR MUST FURTHER ADHERE TO ALL REQUIREMENTS SET FORTH IN THE DEP ORDER OF CONDITIONS.
- AFTER EACH INSPECTION OF EROSION CONTROL MEASURES, AND INSPECTION REPORT DETAILING THE SCOPE OF THE INSPECTION, NAME(S) OF PERSONNEL CONDUCTING THE INSPECTION, DATE, MAJOR OBSERVATION AND ACTIONS TAKEN, SHALL BE MADE AND KEPT ON FILE FOR THREE YEARS AFTER THE INSPECTION.



**CARPENTER ASSOCIATES**  
 CONSULTING ENGINEERS  
 687 STILLWATER AVENUE • OLD TOWN • MAINE 04468

NO.	DATE	DESCRIPTION

REVISIONS

STATE OF MAINE  
 PROFESSIONAL ENGINEER  
 PENQUIS MILLFORD PLACE  
 BANGOR, MAINE  
 04401

**PENGUIN CAP INC.**  
 BROADWAY HEIGHTS  
 BANGOR, MAINE

**SITE DETAILS**

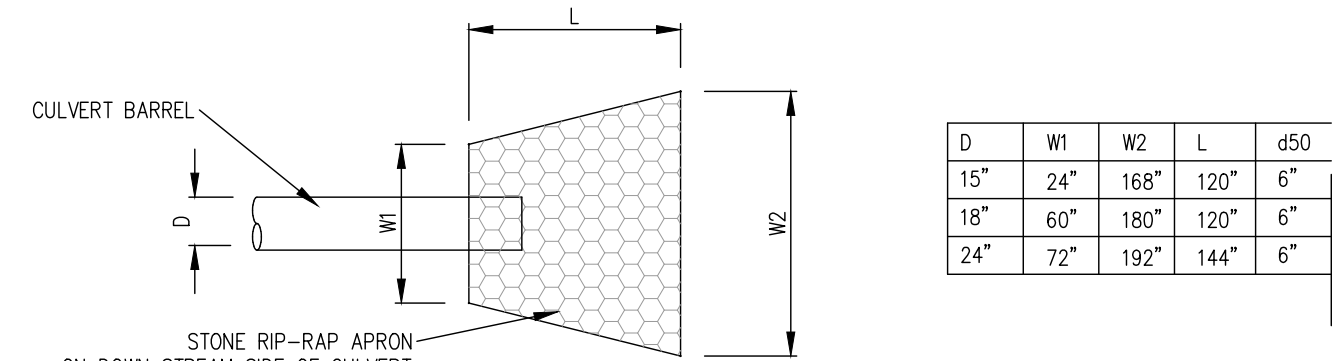
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Project No:  
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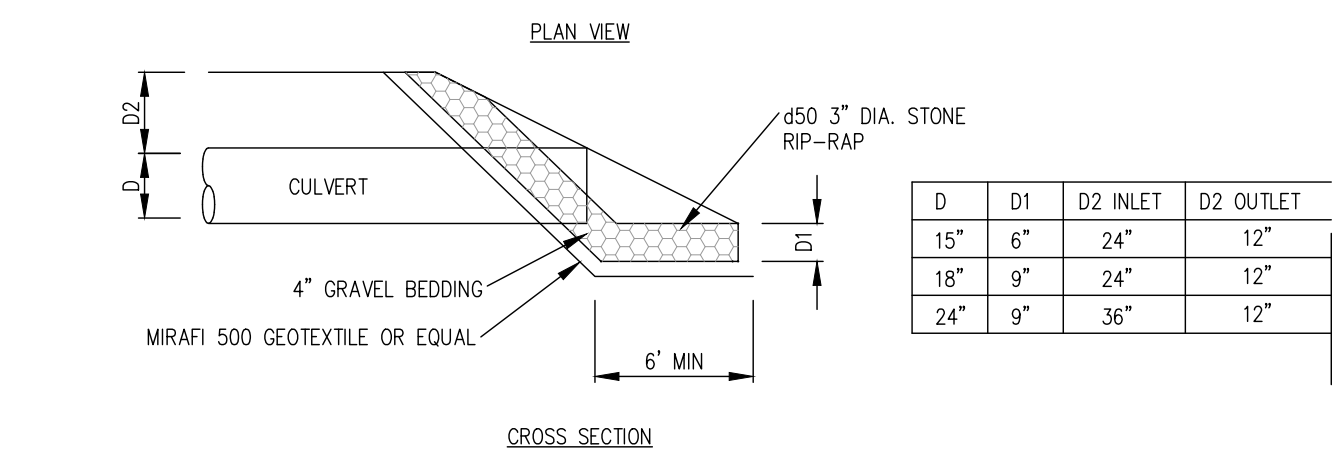
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FOR REVIEW  
 06.16.2026

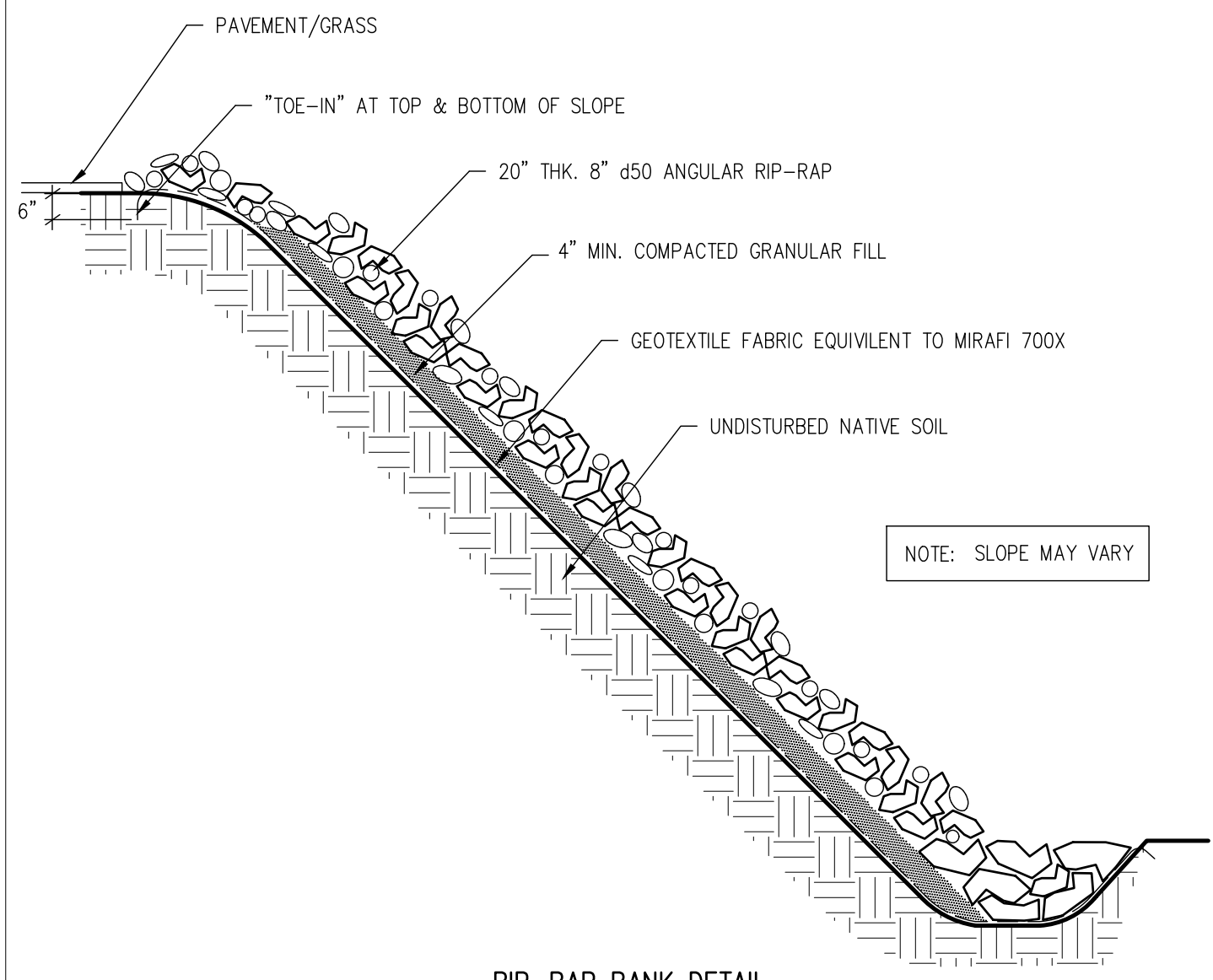


D	W1	W2	L	d50
15"	24"	168"	120"	6"
18"	60"	180"	120"	6"
24"	72"	192"	144"	6"



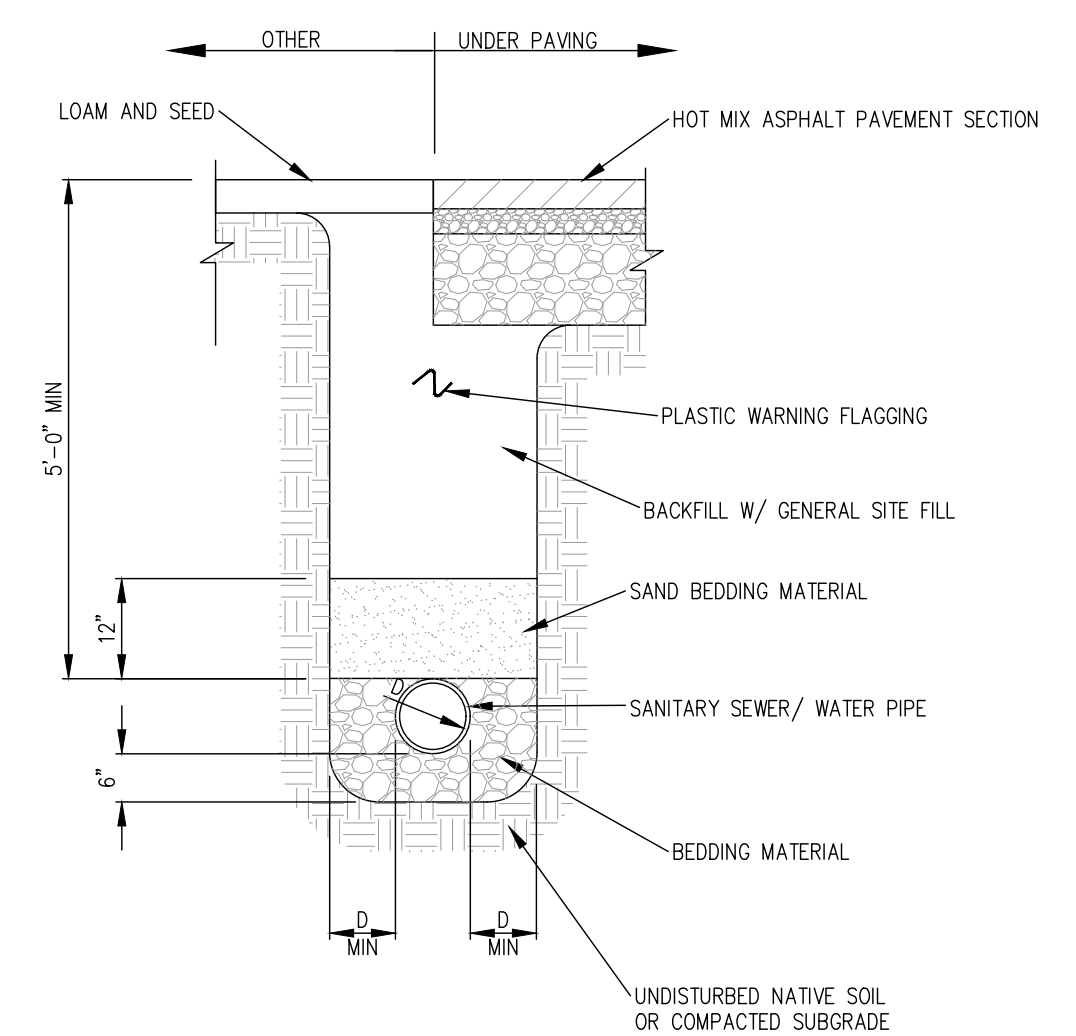
D	D1	D2 INLET	D2 OUTLET
15"	6"	24"	12"
18"	9"	24"	12"
24"	9"	36"	12"

**RIP-RAP APRON DETAIL**  
NOT TO SCALE



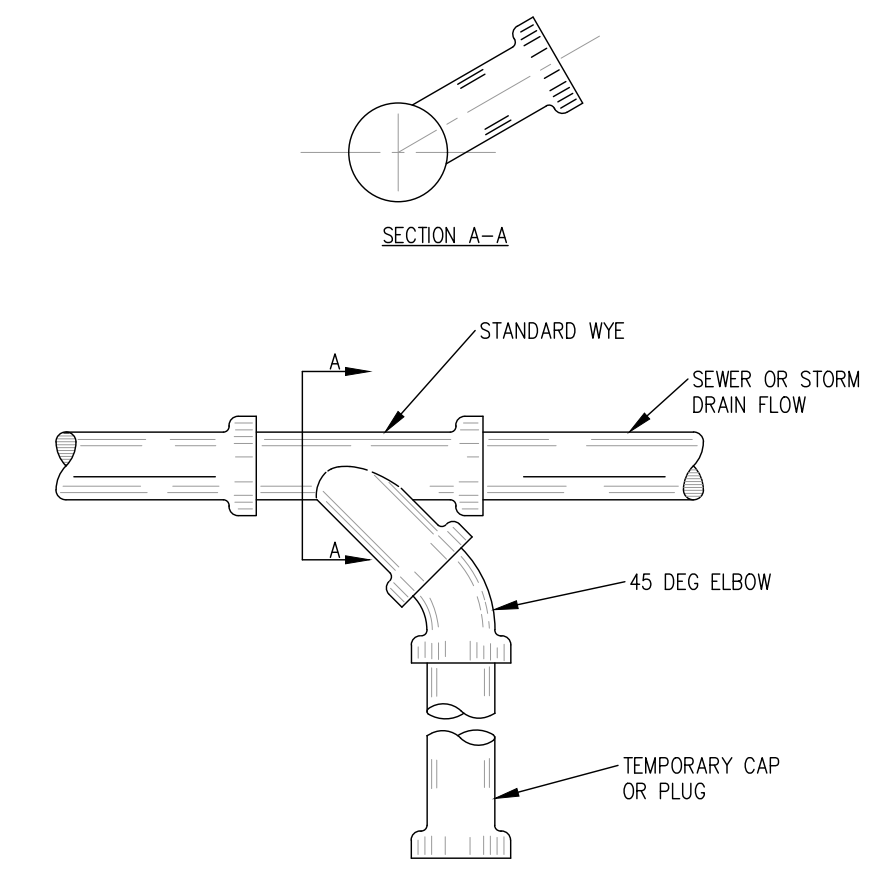
NOTE: SLOPE MAY VARY

**RIP-RAP BANK DETAIL**  
NOT TO SCALE

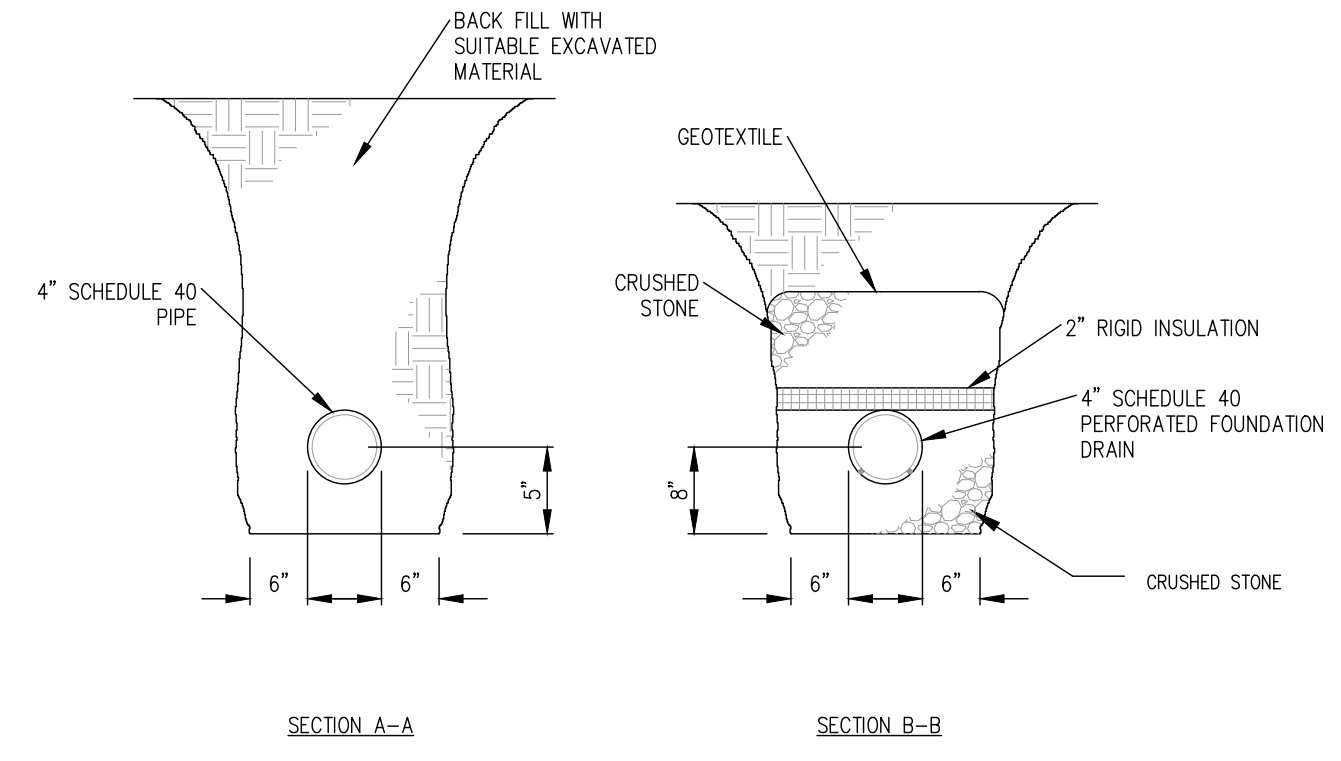


NOTE: WHEN INSTALLING NEW COPPER WATER SERVICE, A SAND BEDDING MATERIAL SHALL BE USED IN LIEU OF COARSE AGGREGATE.

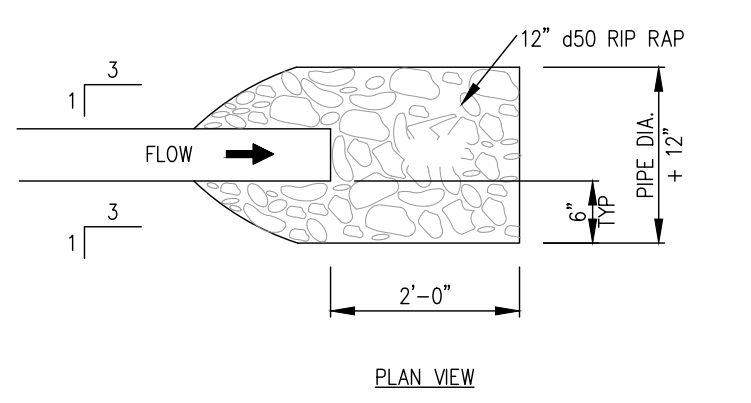
**SEWER/ WATER TRENCH**  
NOT TO SCALE



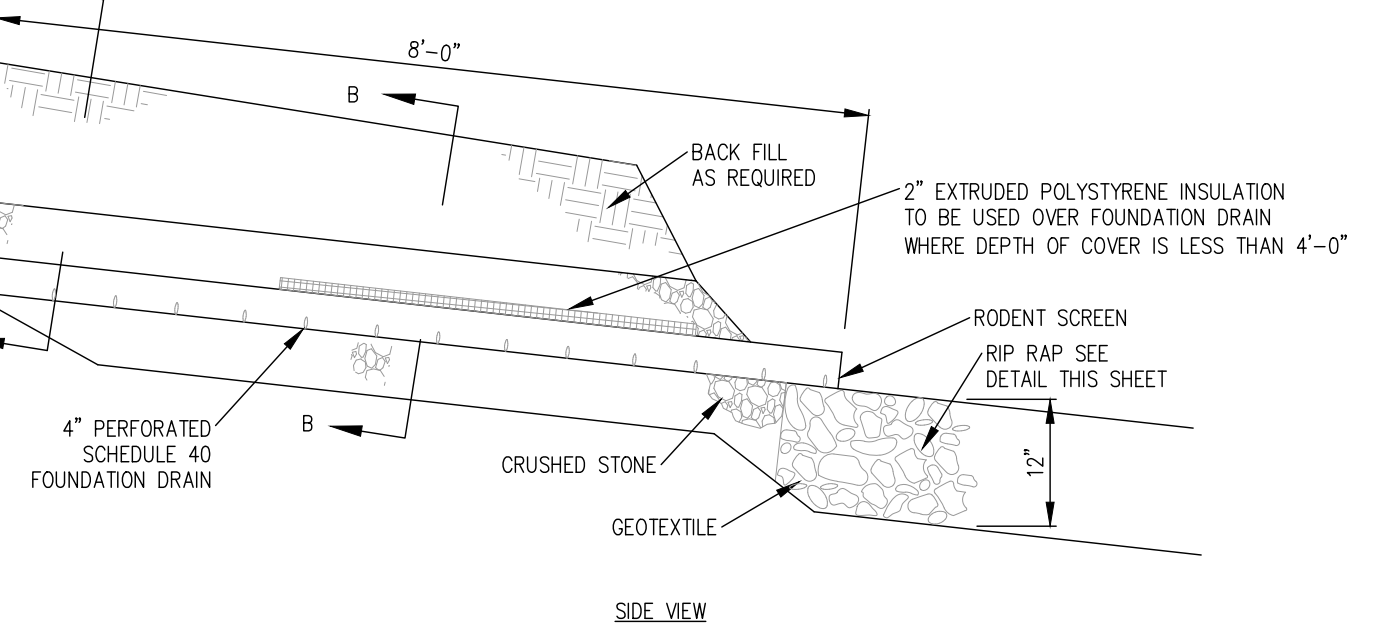
**SEWER/FOUNDATION DRAIN CONNECTION**  
NOT TO SCALE



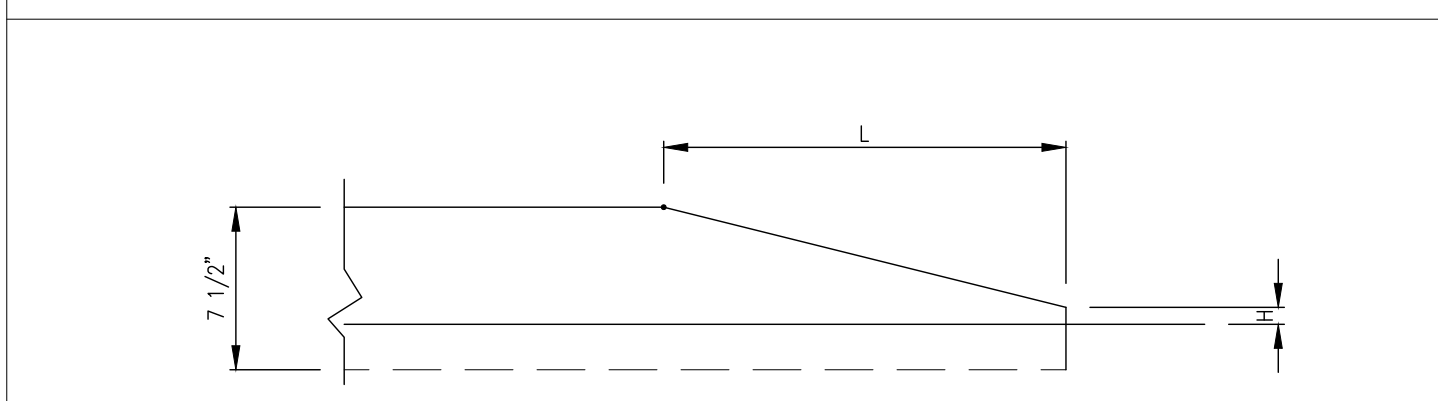
**SECTION B-B**



**PLAN VIEW**

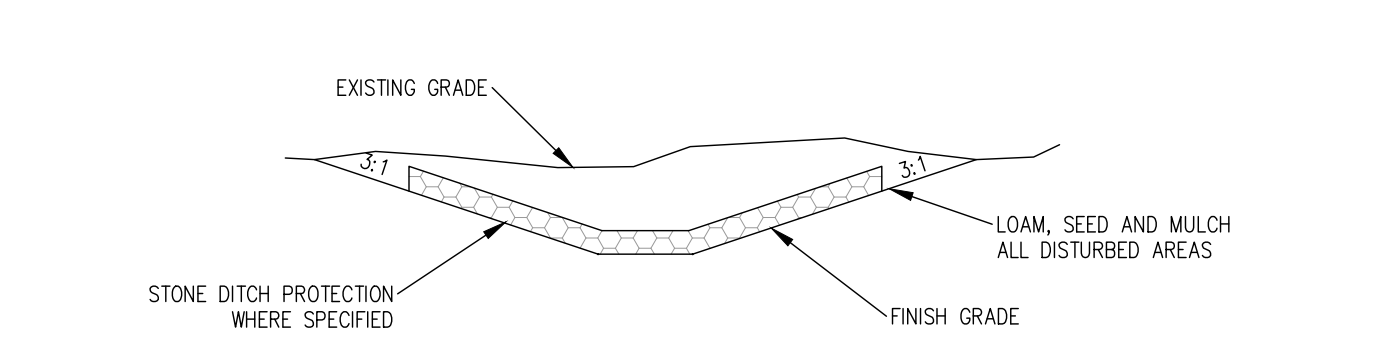


**DRAIN OUTLET DETAIL**  
NOT TO SCALE

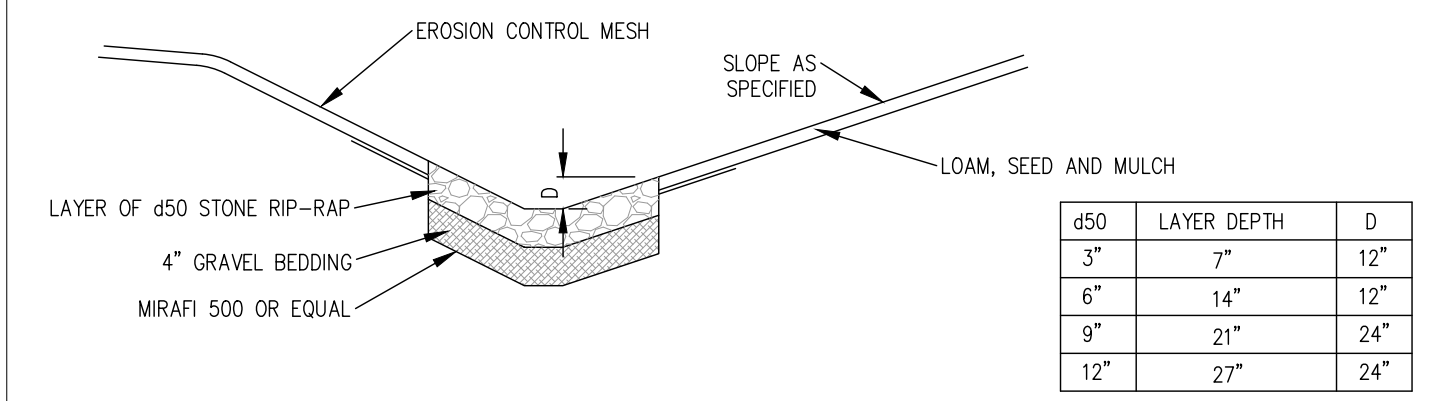


L IS 2'-0" WHERE CURB DOES NOT ABUT SIDEWALK  
L IS 6'-0" WHERE CURB ABUTS SIDEWALK  
H IS 1" ABOVE FINAL PAVEMENT SURFACE WHERE CURB DOES NOT ABUT SIDEWALK  
H IS 1/4" WHERE CURB ABUTS SIDEWALK

**CURB TRANSITION DETAIL**  
NOT TO SCALE

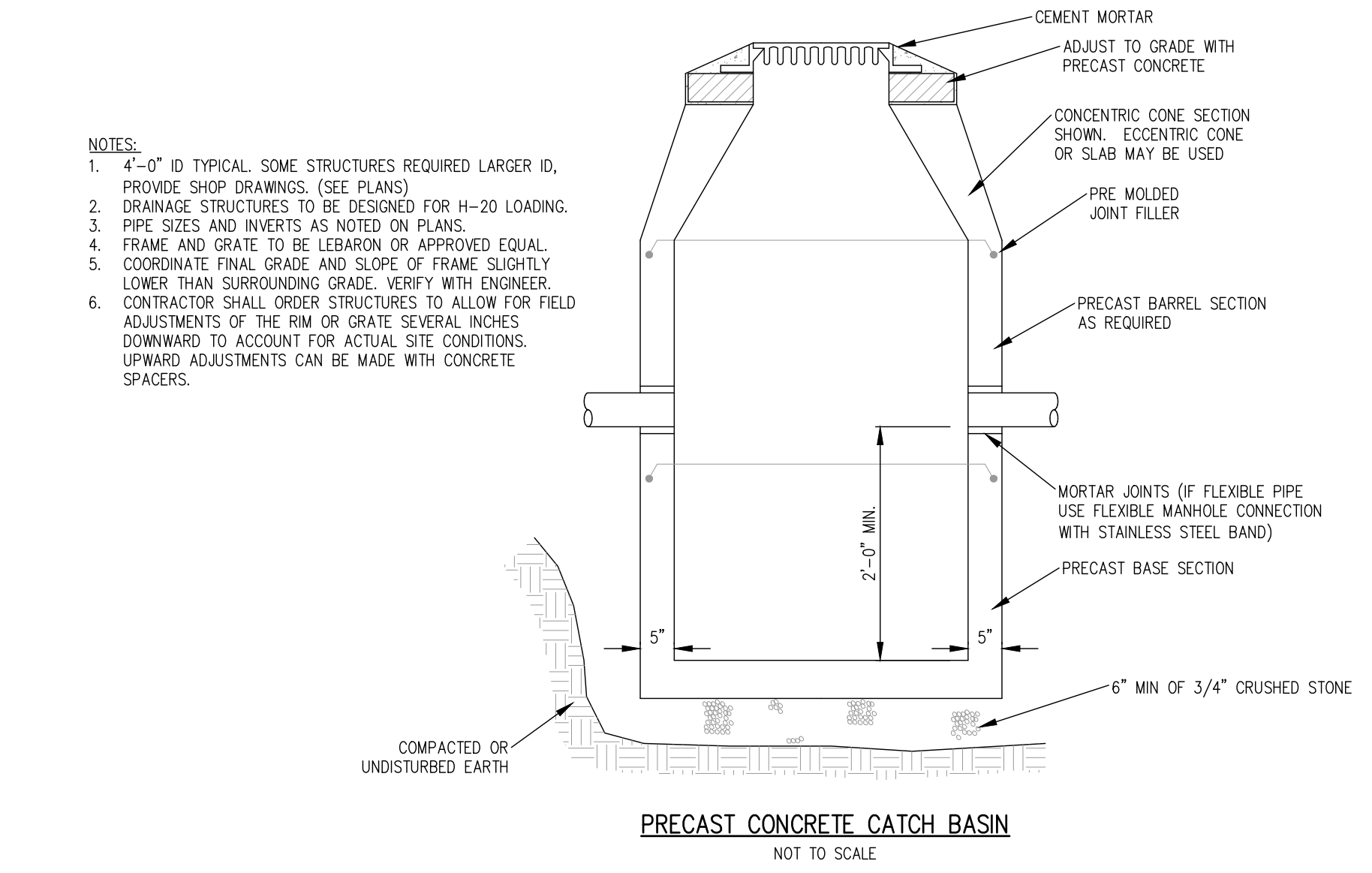


**TYPICAL DITCH CROSS SECTION**  
NOT TO SCALE



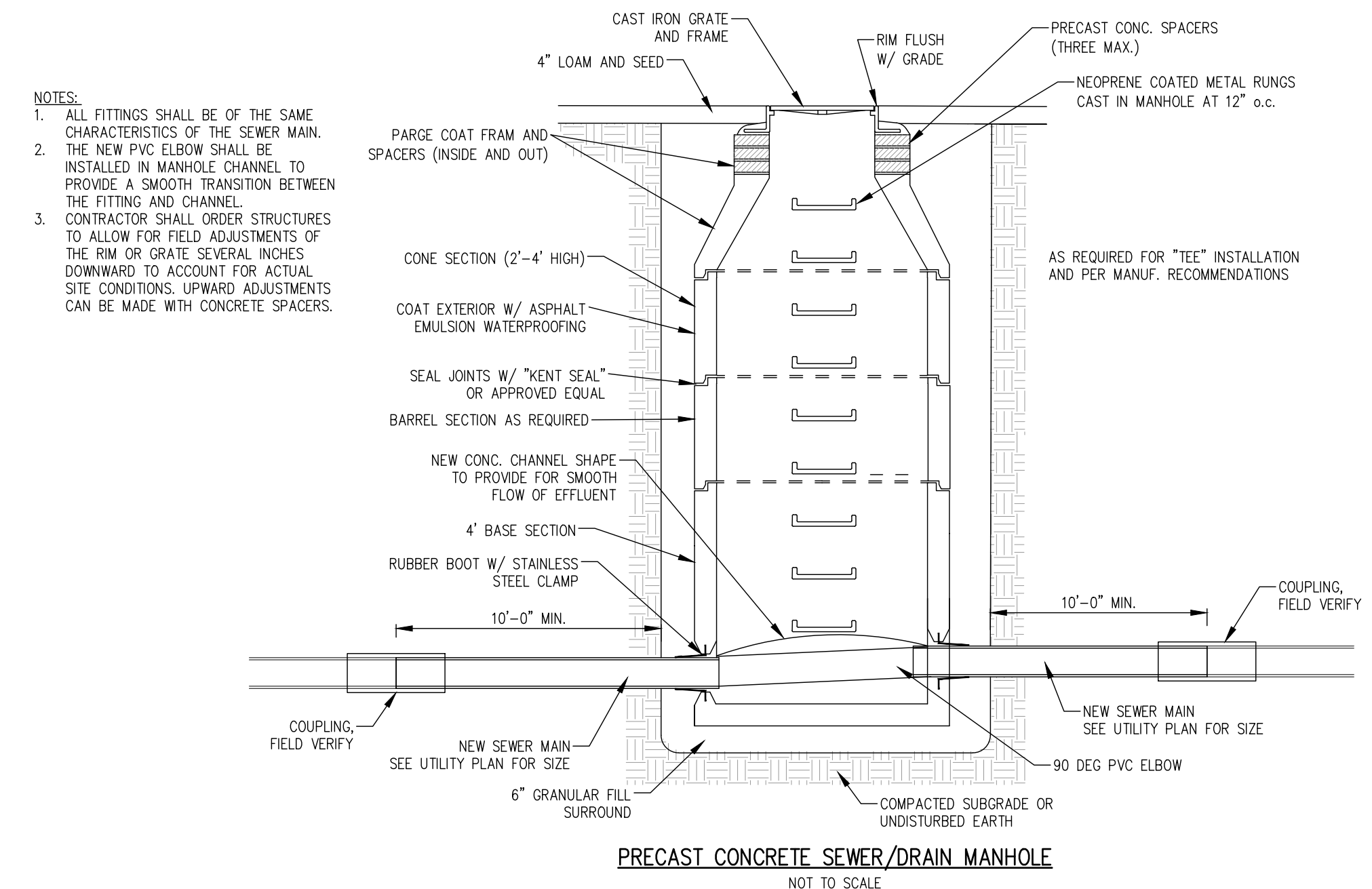
d50	LAYER DEPTH	D
3"	7"	12"
6"	14"	12"
9"	21"	24"
12"	27"	24"

**TYPICAL STONE DITCH PROTECTION DETAIL**  
NOT TO SCALE



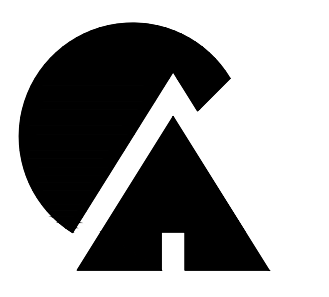
NOTES:  
1. 4'-0" ID TYPICAL. SOME STRUCTURES REQUIRED LARGER ID, PROVIDE SHOP DRAWINGS. (SEE PLANS)  
2. DRAINAGE STRUCTURES TO BE DESIGNED FOR H-20 LOADING.  
3. PIPE SIZES AND INVERTS AS NOTED ON PLANS.  
4. FRAME AND GRATE TO BE LEABRON OR APPROVED EQUAL.  
5. COORDINATE FINAL GRADE AND SLOPE OF FRAME SLIGHTLY LOWER THAN SURROUNDING GRADE. VERIFY WITH ENGINEER.  
6. CONTRACTOR SHALL ORDER STRUCTURES TO ALLOW FOR FIELD ADJUSTMENTS OF THE RIM OR GRATE SEVERAL INCHES DOWNWARD TO ACCOUNT FOR ACTUAL SITE CONDITIONS. UPWARD ADJUSTMENTS CAN BE MADE WITH CONCRETE SPACERS.

**PRECAST CONCRETE CATCH BASIN**  
NOT TO SCALE



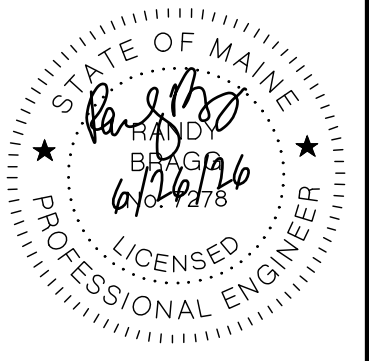
NOTES:  
1. ALL FITTINGS SHALL BE OF THE SAME CHARACTERISTICS OF THE SEWER MAIN. THE NEW PVC ELBOW SHALL BE INSTALLED IN MANHOLE CHANNEL TO PROVIDE A SMOOTH TRANSITION BETWEEN THE FITTING AND CHANNEL.  
2. CONTRACTOR SHALL ORDER STRUCTURES TO ALLOW FOR FIELD ADJUSTMENTS OF THE RIM OR GRATE SEVERAL INCHES DOWNWARD TO ACCOUNT FOR ACTUAL SITE CONDITIONS. UPWARD ADJUSTMENTS CAN BE MADE WITH CONCRETE SPACERS.

**PRECAST CONCRETE SEWER/ DRAIN MANHOLE**  
NOT TO SCALE



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NO.	DATE	BY	DESCRIPTION



**PENGUIS CAP INC.**  
**BROADWAY HEIGHTS**  
**BANGOR, MAINE**

**SITE DETAILS**

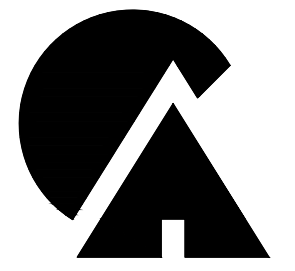
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Date: 02-07-2024

Project No:  
2024038

Sheet Number:

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**FOR REVIEW**  
06.16.2026



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687 STILLWATER AVENUE • OLD TOWN • MAINE 04468

NO.	DATE	BY	DESCRIPTION



PENGUIN CAP INC.  
**BROADWAY HEIGHTS**  
BANGOR, MAINE  
**SITE DETAILS**

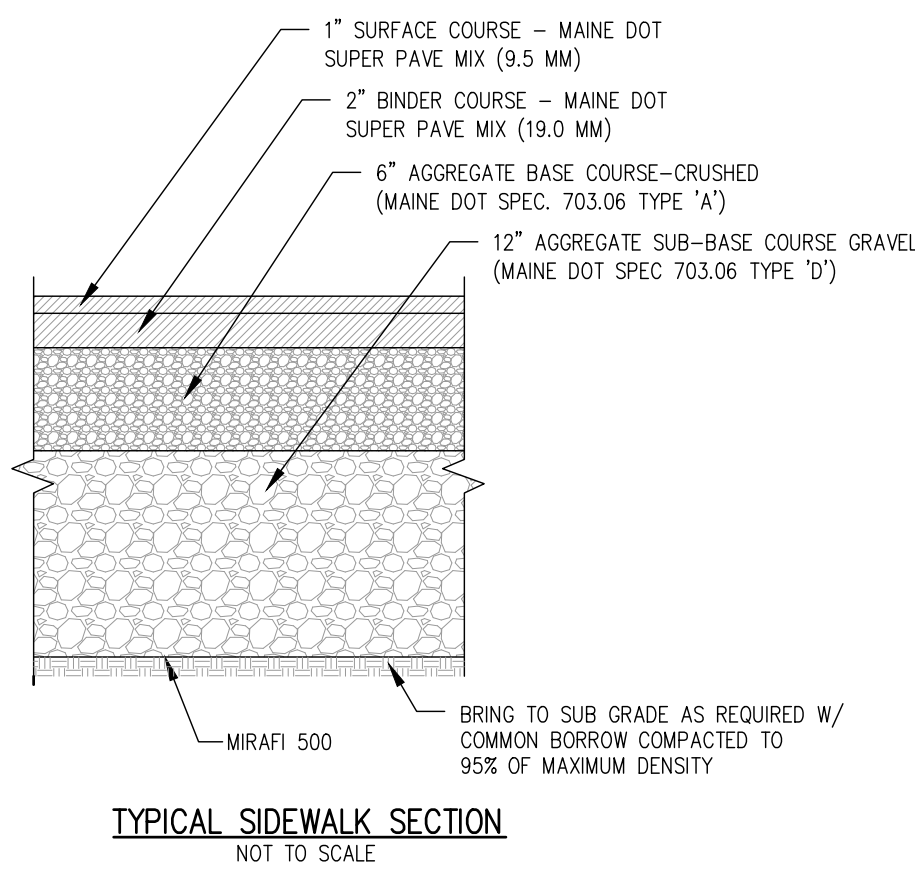
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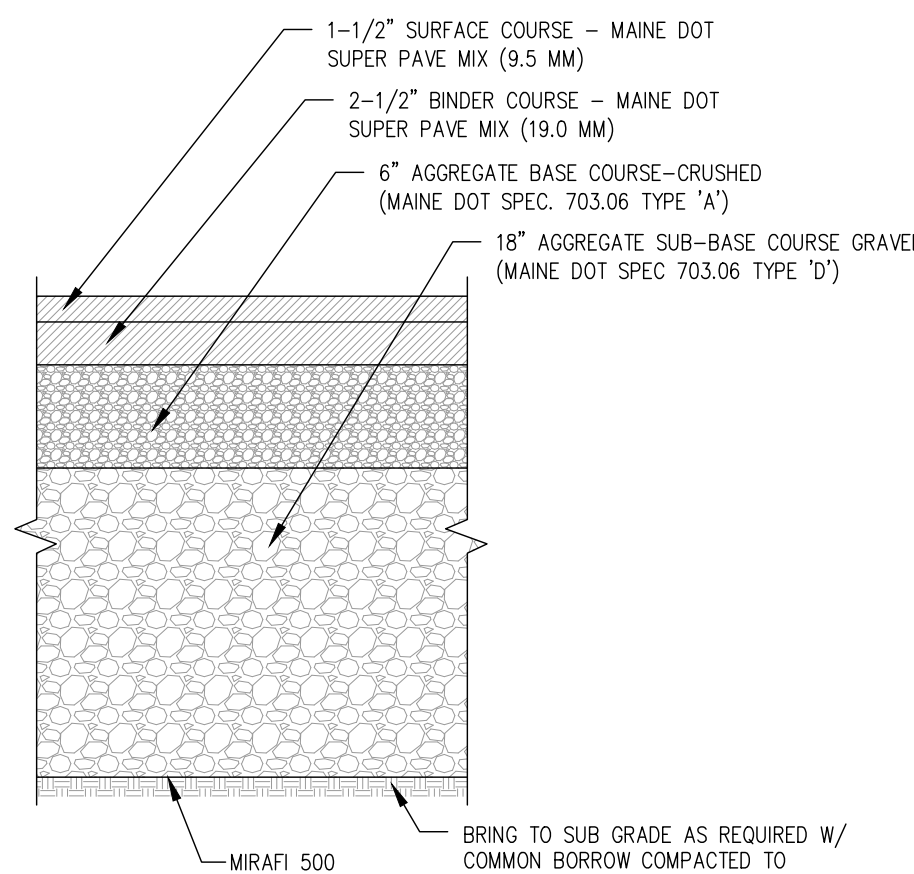
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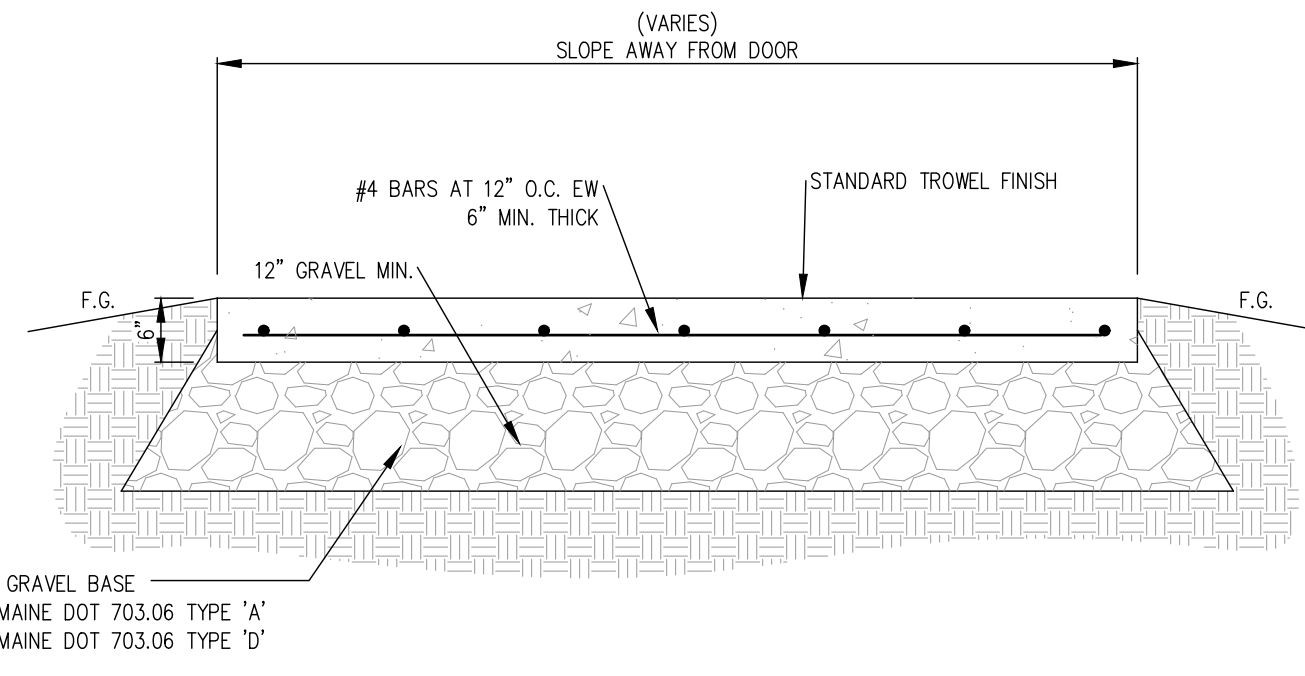
**TYPICAL SIDEWALK SECTION**  
NOT TO SCALE

- CONSTRUCTION SPECIFICATIONS:**
1. SLOPE SUBGRADE TO DRAIN.
  2. COMPACT GRAVEL SUB-BASE, BASE COURSE TO 95% OF MAXIMUM DENSITY USING HEAVY ROLLER COMPACTION.
  3. CONTRACTOR SHALL SET GRADE STAKES MARKING SUB-BASE AND FINISH GRADE ELEVATIONS FOR CONSTRUCTION REFERENCE.
  4. APPLY PRIME COAT ON BASE COURSES AND TACK COAT BETWEEN LIFTS PRIOR TO PLACEMENT OF PAVEMENT OVERLAY.
  5. BASE AND SUBBASE MATERIAL TO EXTEND 12" MINIMUM BEYOND OUTER EDGE OF PAVED AREA.
  6. EXTEND AGGREGATE SECTION TO DOOR TO DAYLIGHT OR UNDERDRAIN.



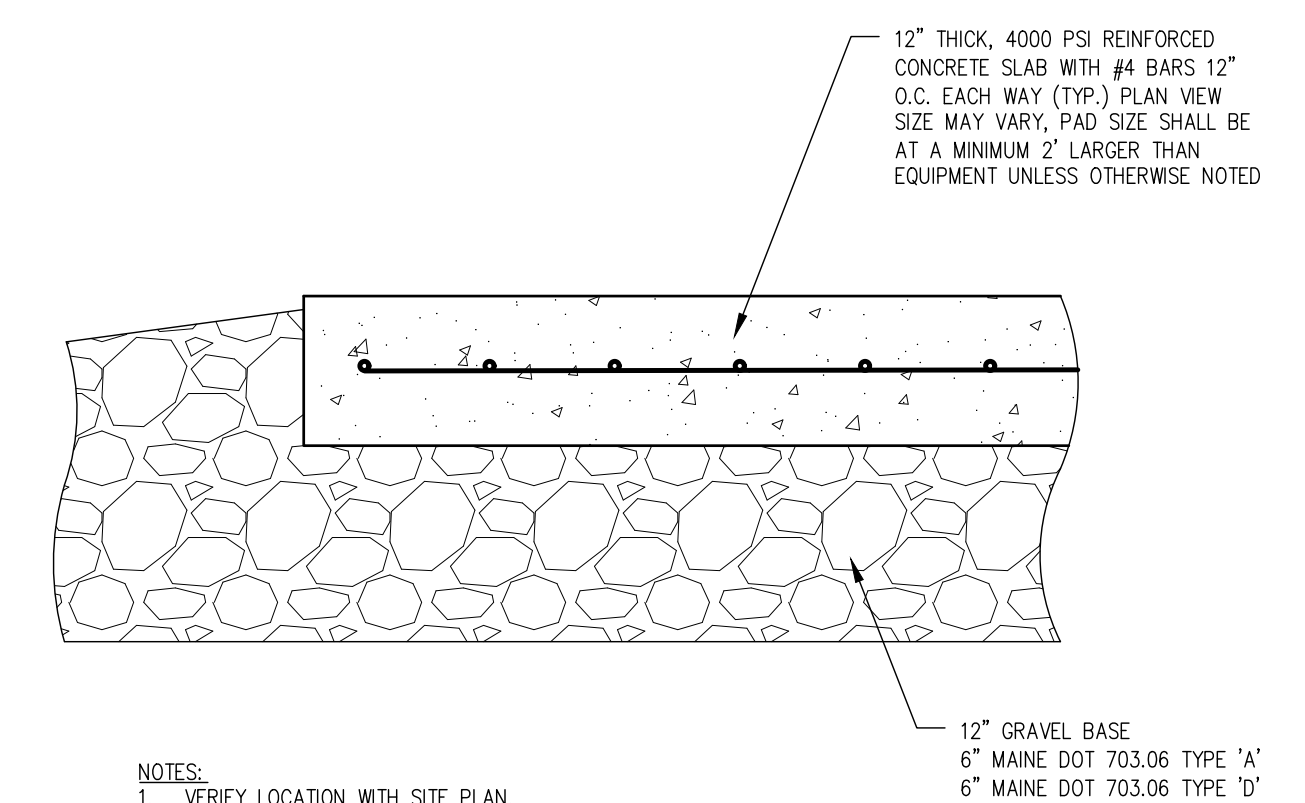
**TYPICAL PAVEMENT SECTION**  
NOT TO SCALE

- CONSTRUCTION SPECIFICATIONS:**
1. SLOPE SUBGRADE TO DRAIN.
  2. COMPACT GRAVEL SUB-BASE, BASE COURSE TO 95% OF MAXIMUM DENSITY USING HEAVY ROLLER COMPACTION.
  3. CONTRACTOR SHALL SET GRADE STAKES MARKING SUB-BASE AND FINISH GRADE ELEVATIONS FOR CONSTRUCTION REFERENCE.
  4. APPLY PRIME COAT ON BASE COURSES AND TACK COAT BETWEEN LIFTS PRIOR TO PLACEMENT OF PAVEMENT OVERLAY.
  5. BASE AND SUBBASE MATERIAL TO EXTEND 12" MINIMUM BEYOND OUTER EDGE OF PAVED AREA.
  6. EXTEND AGGREGATE SECTION TO DOOR TO DAYLIGHT OR UNDERDRAIN.



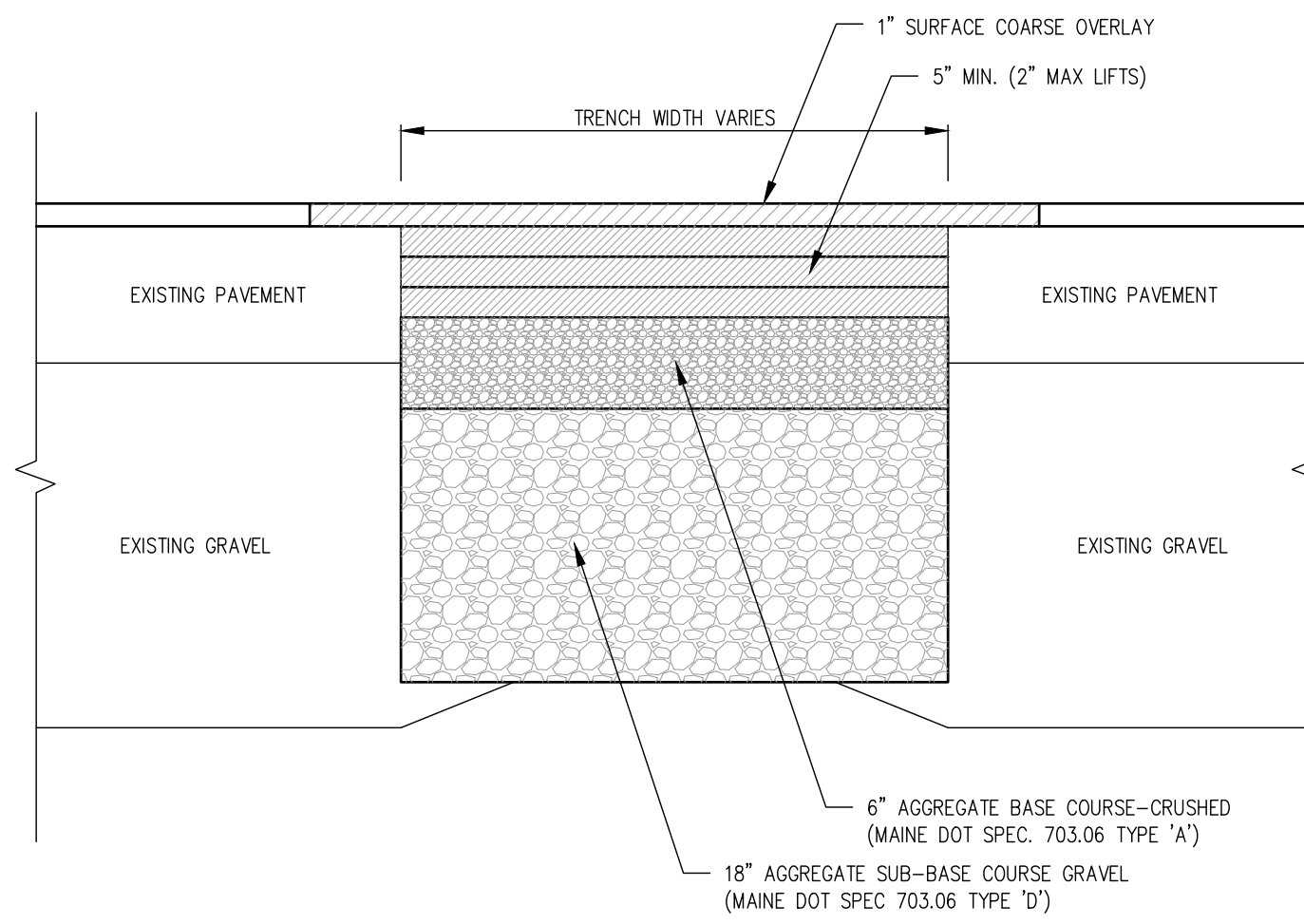
**CONCRETE DOOR PAD**  
NOT TO SCALE

- NOTE:**
1. REFER TO PROPOSED SITE PLAN FOR LOCATIONS. SLAB TO BE POURED TEMPERATURE AND SHRINKAGE STEEL PLACED AT MIDPOINT OF THE SLAB THICKNESS.
  2. SLOPE AWAY FROM DOOR.



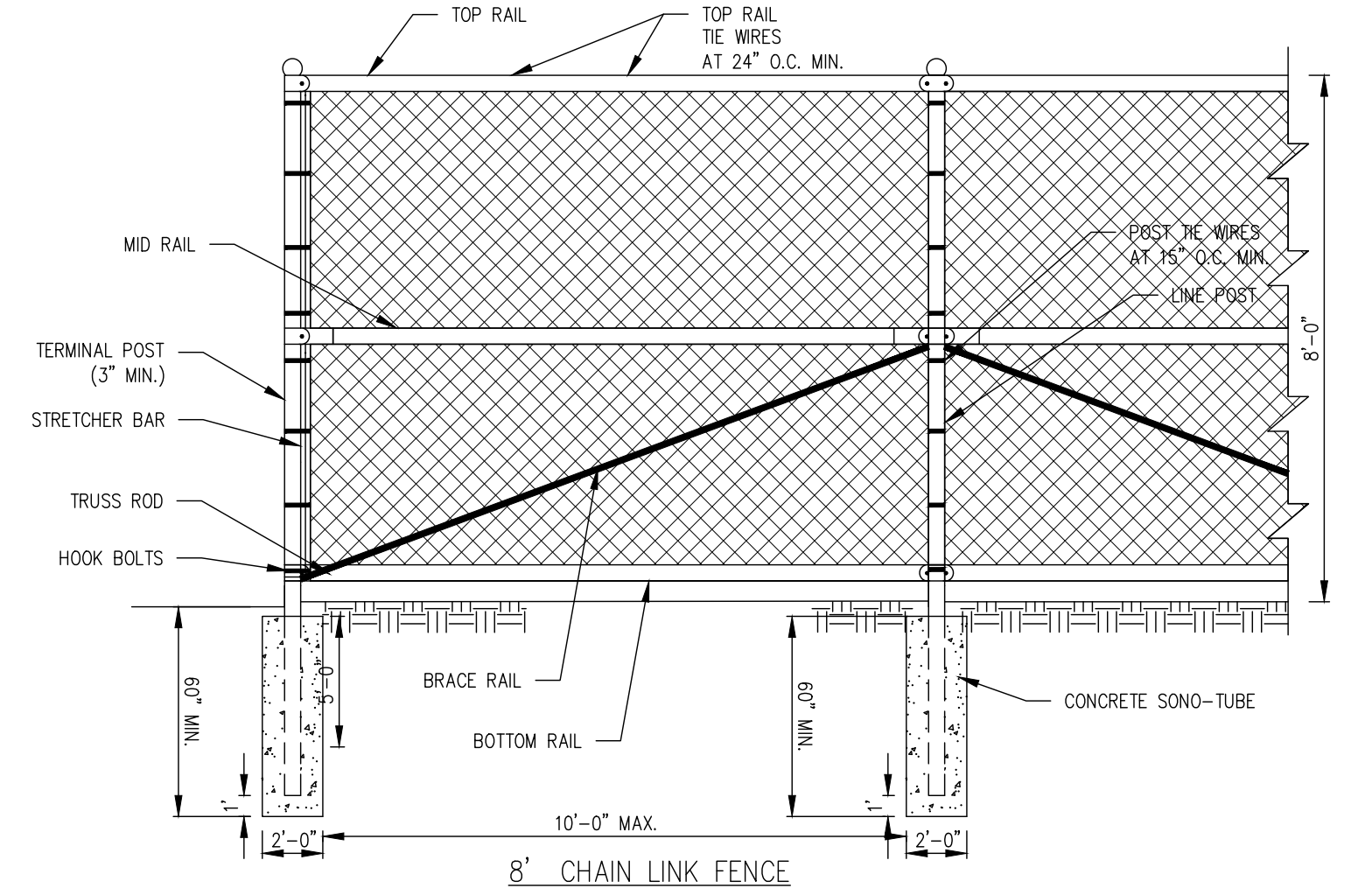
**EQUIPMENT PAD DETAIL**  
NOT TO SCALE

- NOTES:**
1. VERIFY LOCATION WITH SITE PLAN.
  2. CONFIRM PAD SIZE WITH EQUIPMENT.



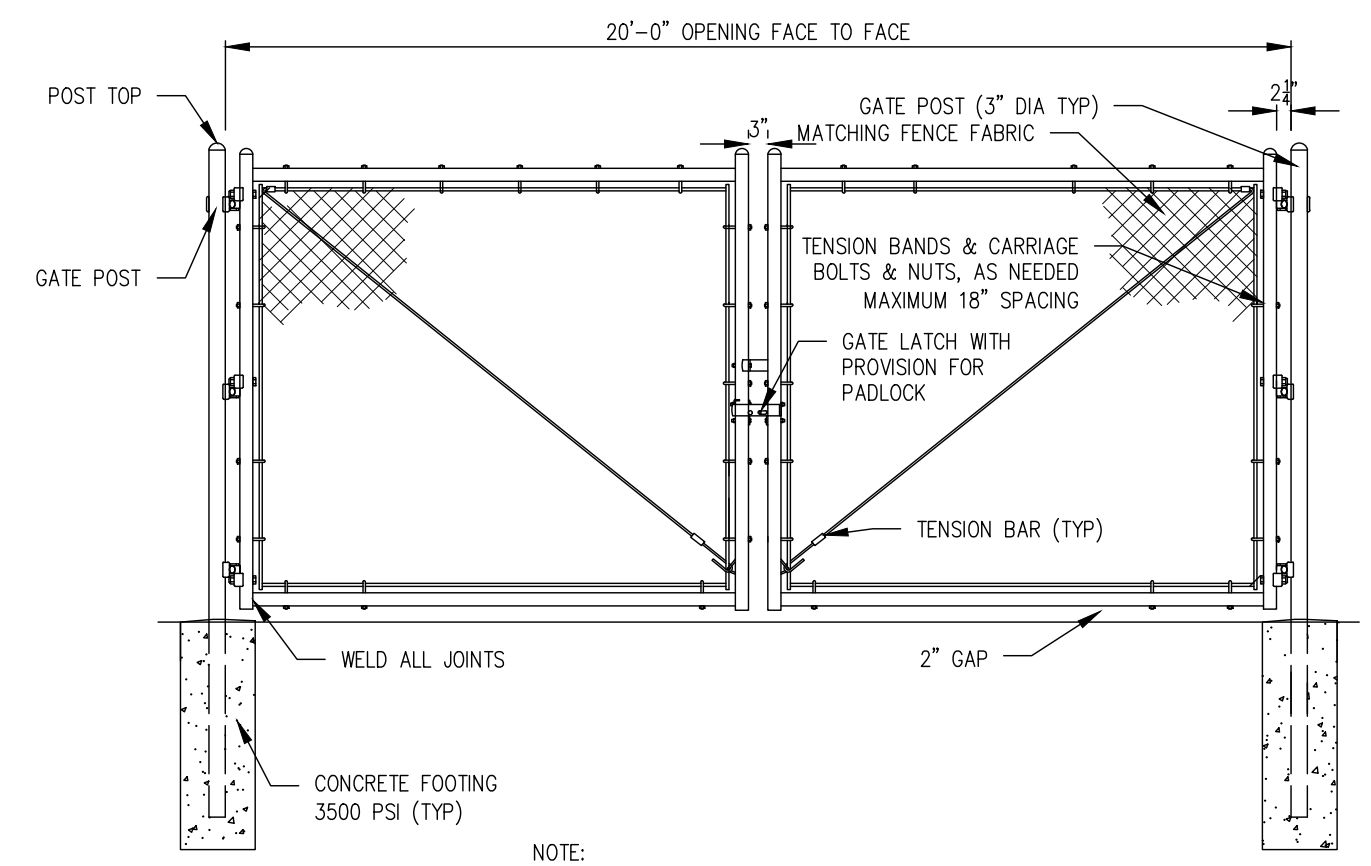
**MILFORD STREET EXTENSION PAVEMENT**  
NOT TO SCALE

- NOTE:**
- ASSUME MILFORD STREET EXTENSION HAS GREATER THAN 6" OF PAVEMENT. MILFORD STREET EXTENSION SHALL HAVE A MINIMUM OF 5" BINDER, WITH 1" SURFACE COURSE FULL WIDTH.



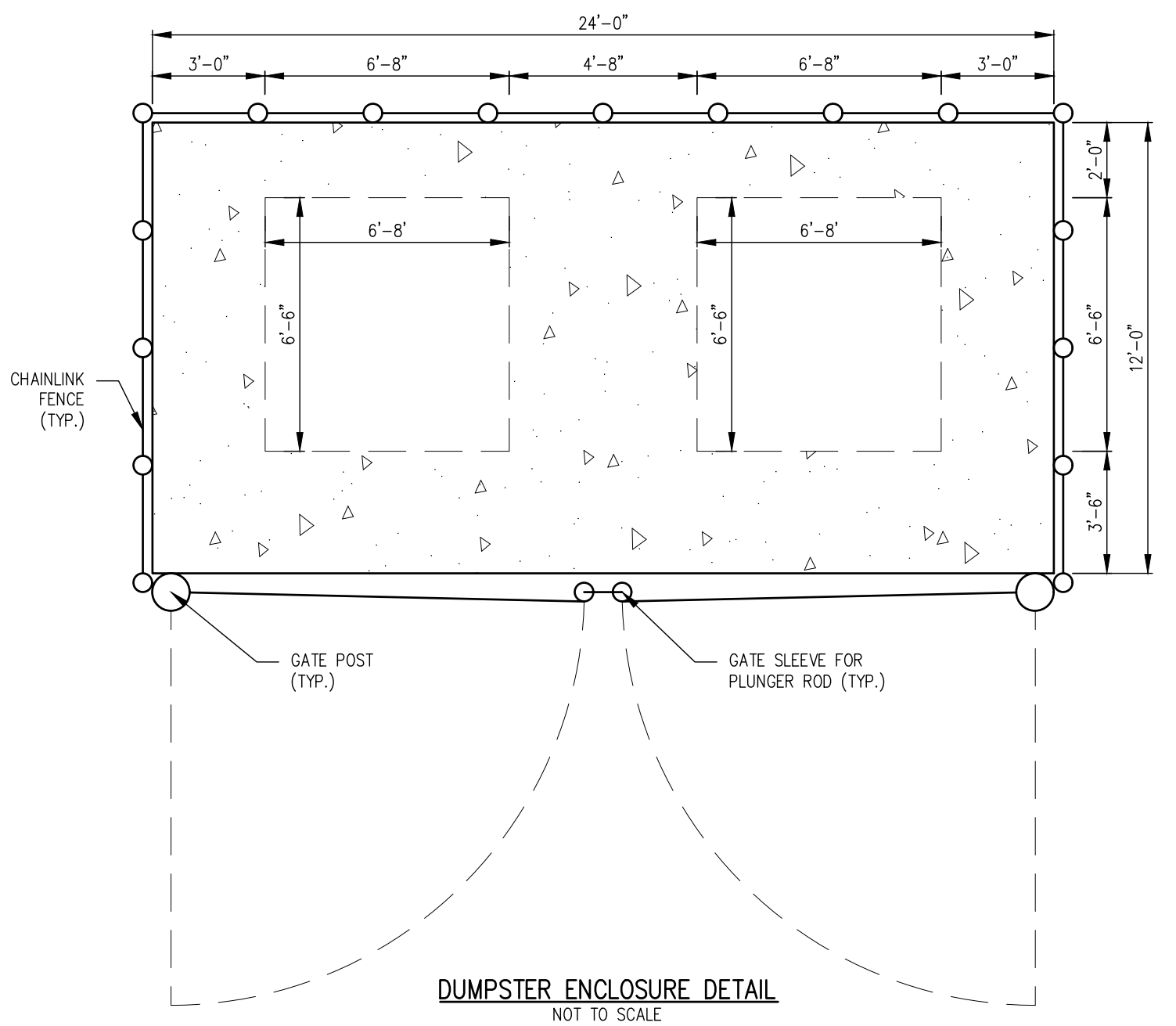
**CHAIN LINK FENCE DETAILS**  
NOT TO SCALE

- NOTE:**
1. WHEN LEDGE IS ENCOUNTERED STEEL POSTS SHALL BE SET AND GROUTED 12" DEEP UNLESS THE POSTS PENETRATE THE GROUND TO A MINIMUM DEPTH OF 3 FEET.
  2. WHEN THE WORD "STANDARD" IS USED, INTERPRET IT AS IF IT WERE FOLLOWED BY THE WORDS, "TO THE FENCING INDUSTRY".
  3. CONCRETE FOR POST FOUNDATIONS SHALL BE MDOT CLASS B.
  4. IN WELL FORMED HOLES WITH VERTICAL WALLS, FORMS WILL BE REQUIRED ONLY AT THE TOP 9 INCHES. HOLES WHICH CAN NOT BE WELL FORMED SHALL HAVE FORM FOR THE FULL DEPTH OF THE BASE.
  5. GATE POSTS, BRACES AND ANCHORS TO BE AS SPECIFIED UNDER CHAIN LINK FENCING METAL POSTS.
  6. ALL GATES SHALL BE INSTALLED WITH THE TOP HINGE PIN POINTING DOWN.
  7. WIRE FOR GATES SHALL CONFORM TO ASTM A116, CLASS 1, DESIGN NO. 1047-12-11.
  8. THE REQUIRED FITTINGS FOR FENCE AND GATES SHALL BE STEEL OR MALLEABLE IRON OF APPROVED STANDARD TYPE.
  9. GATES SHALL BE FURNISHED WITH STANDARD FORK LATCH AND ONE PIECE OF 3/16" STRAIGHT LINK, ALLOY STEEL CHAIN, 24" LONG. ONE END SHALL BE ATTACHED TO THE GATE FRAME AND SHALL BE ATTACHED TO THE OTHER END AND SHALL BE A SNAP LOCK OR OTHER APPROVED FASTENING DEVICE.
  10. ALL FENCING SHALL BE EPOXY COATED.
  11. CONCRETE SONOTUBE POST FOUNDATIONS SHALL BE UTILIZED AT ALL CHANGES IN GRADE AND DIRECTION AND AT BOTH SIDES OF ANY GATES OR OPENINGS. DEPTH OF FOUNDATION SONO-TUBES SHALL EXTEND BELOW FROST LEVEL AND BE 12" MINIMUM.

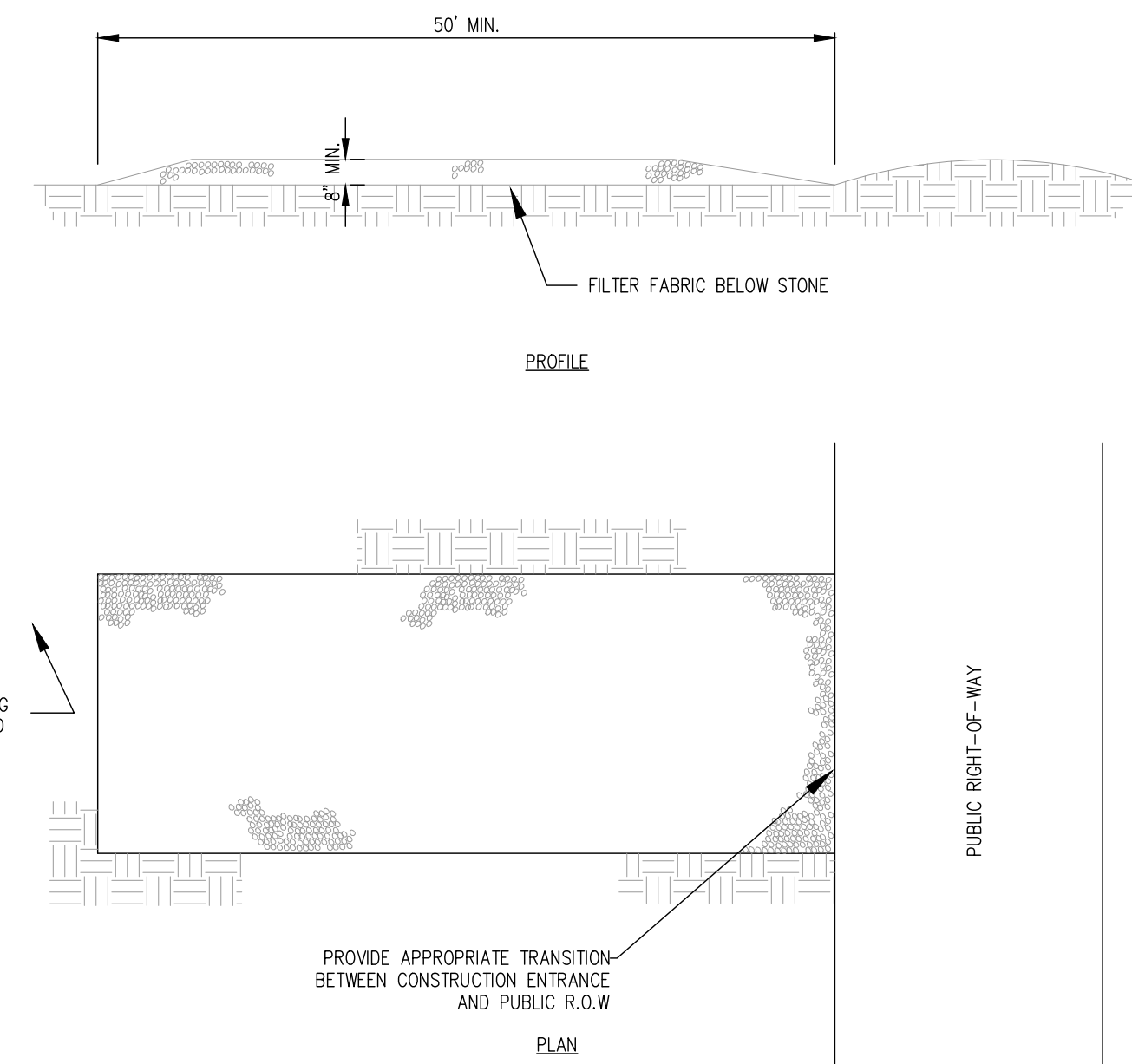


**DOUBLE SWING GATGE**  
NOT TO SCALE

- NOTE:**
1. ALL FENCING FABRIC, POST AND RAILS SHALL BE BLACK PVC COATED
  2. USE MID RAIL ON FENCES AT ALL END POSTS AND AT ALL GATES



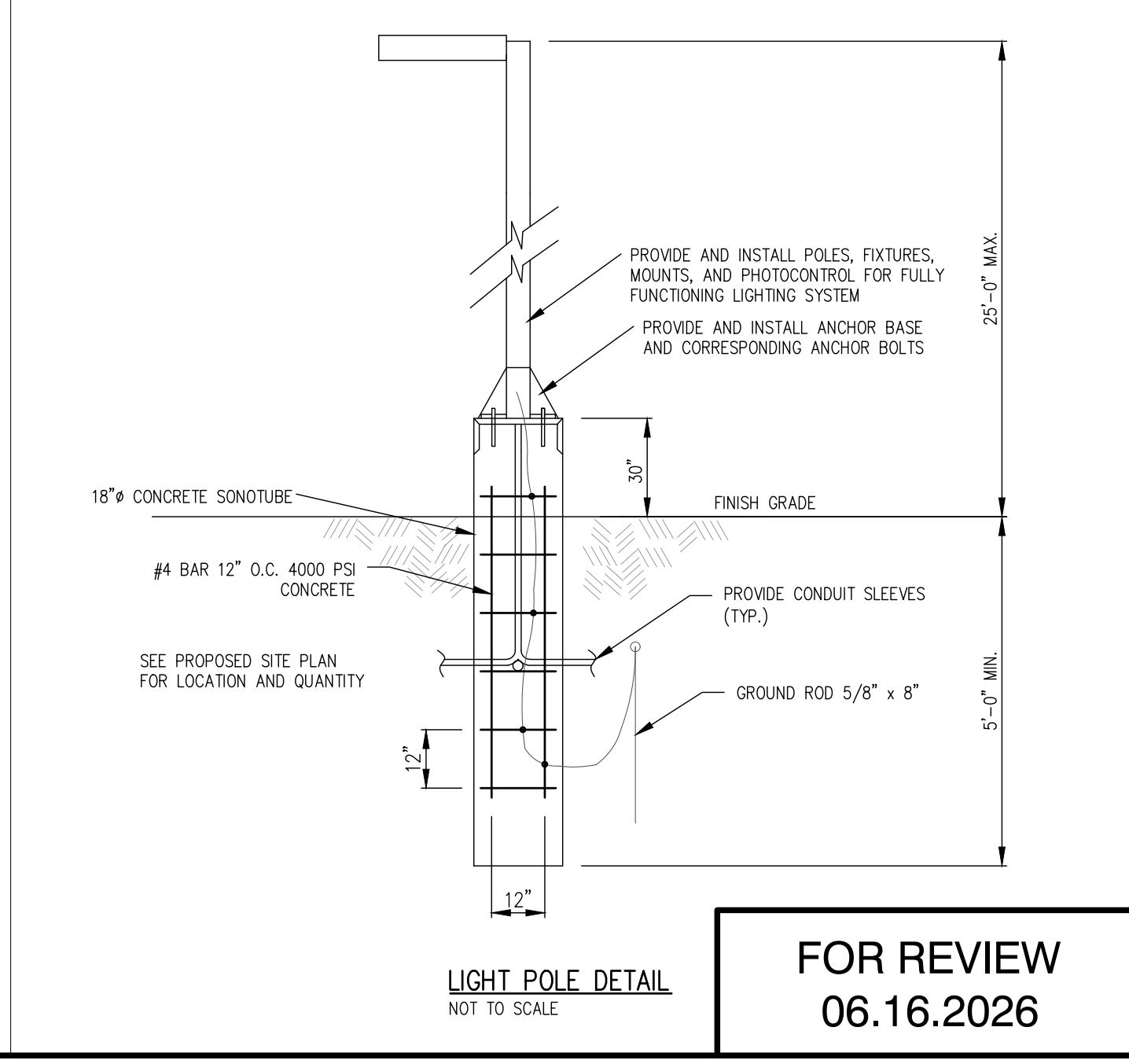
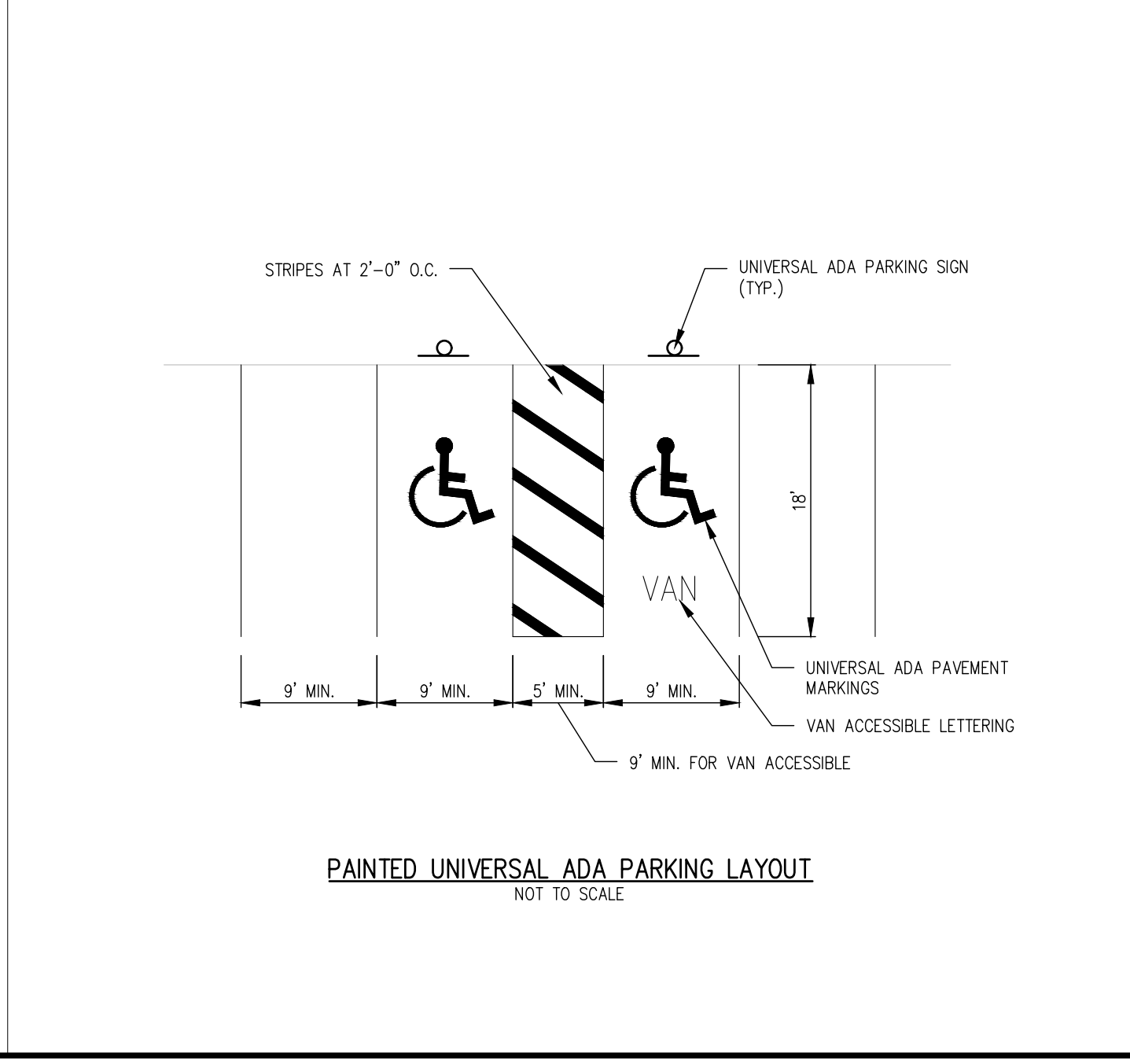
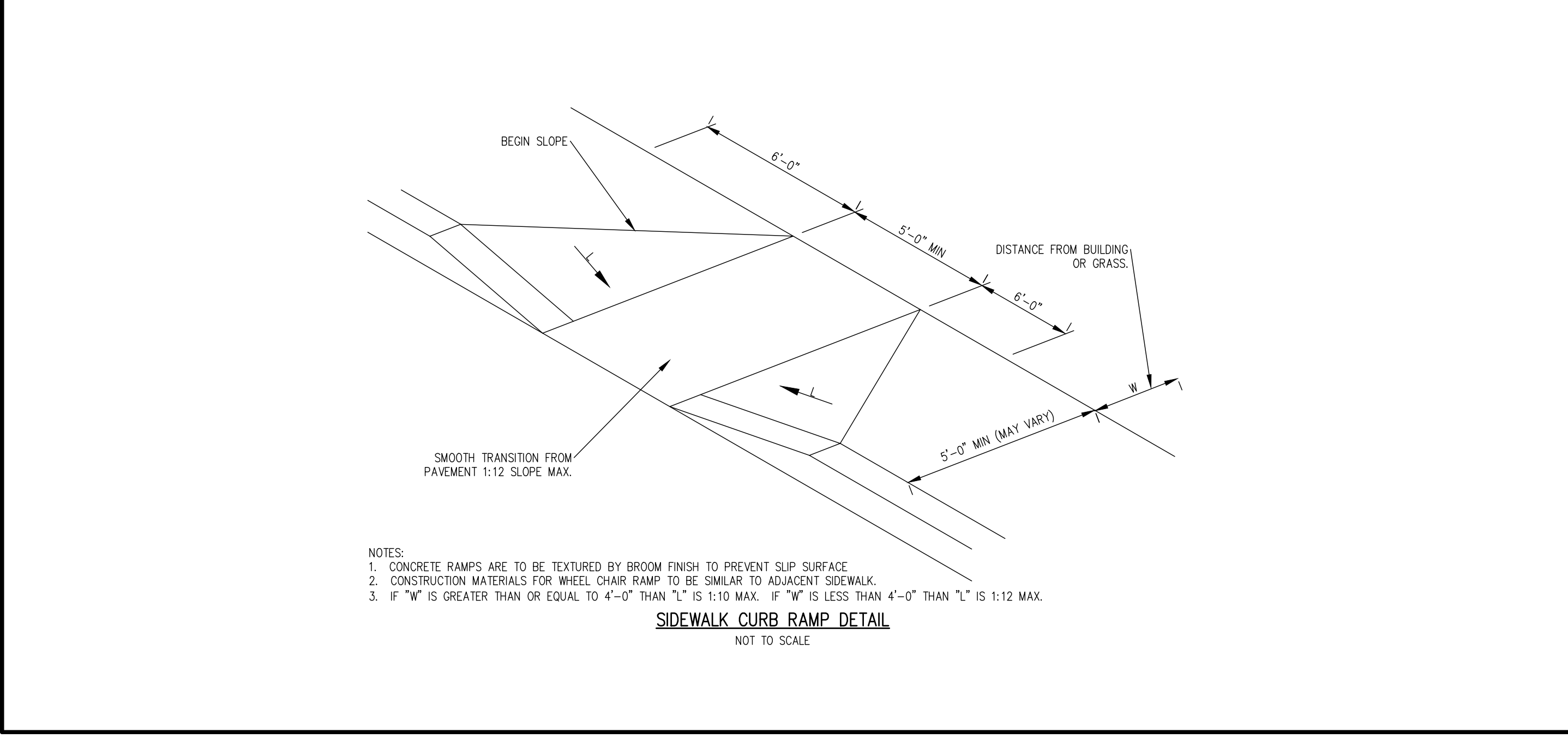
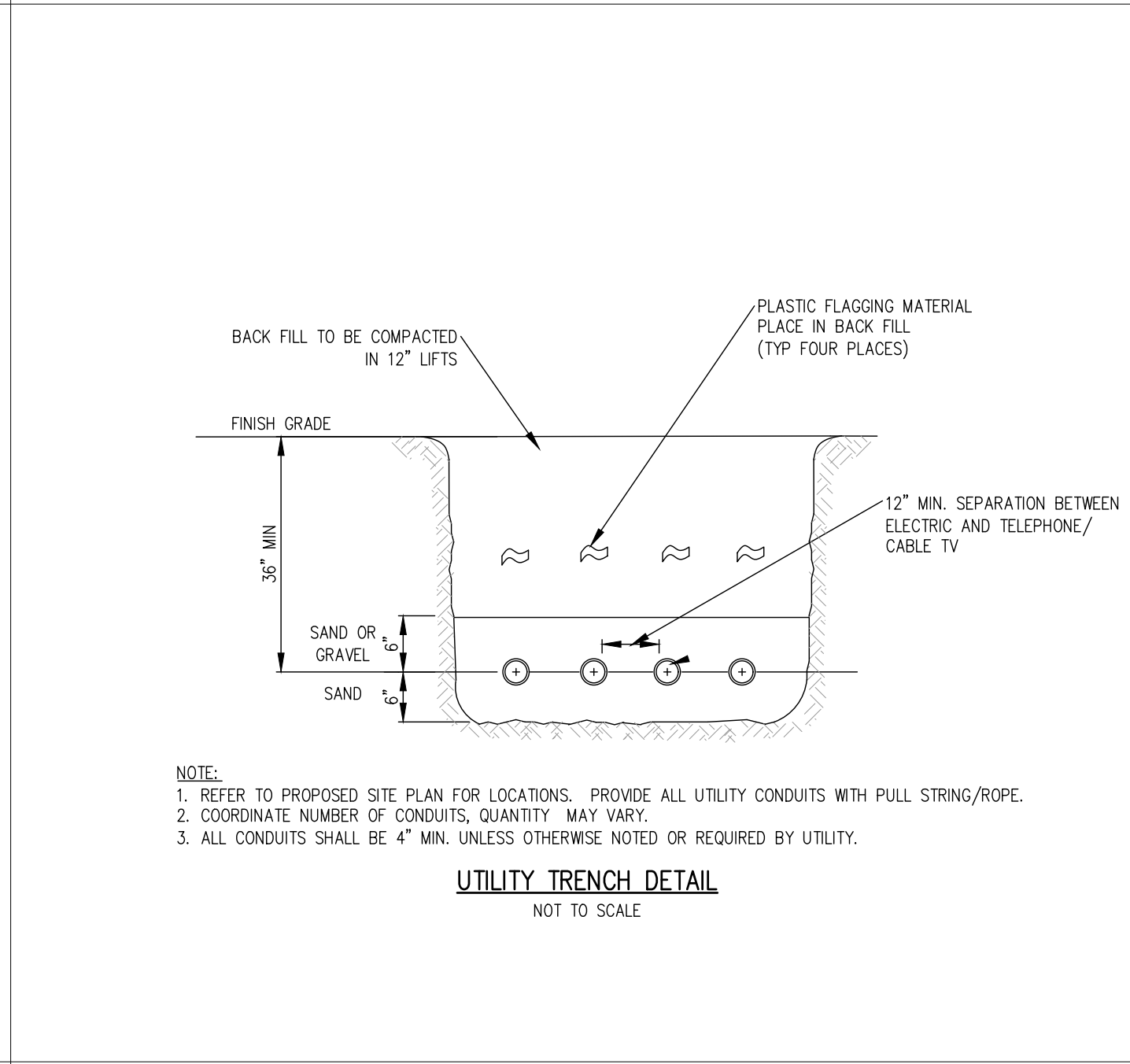
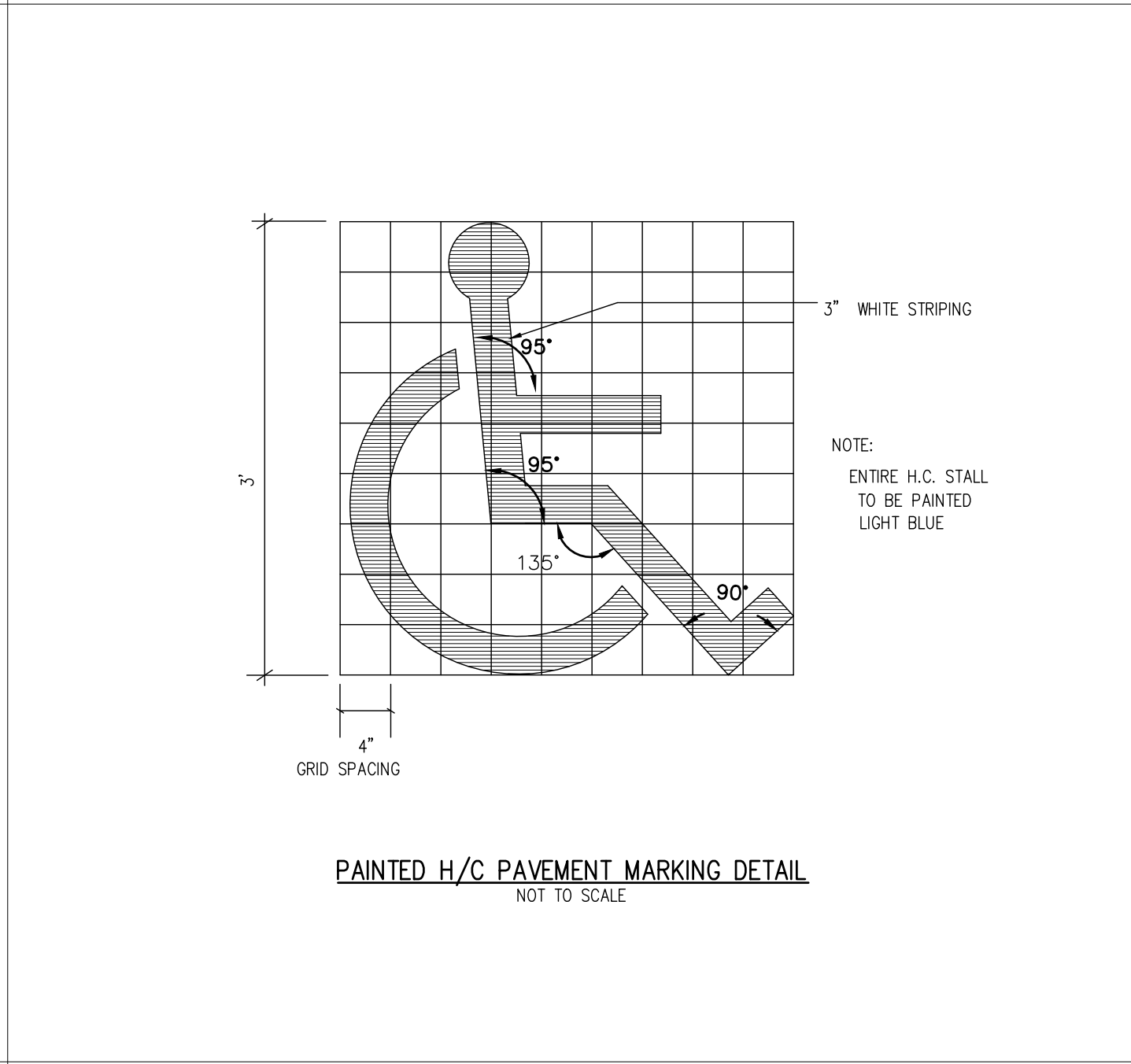
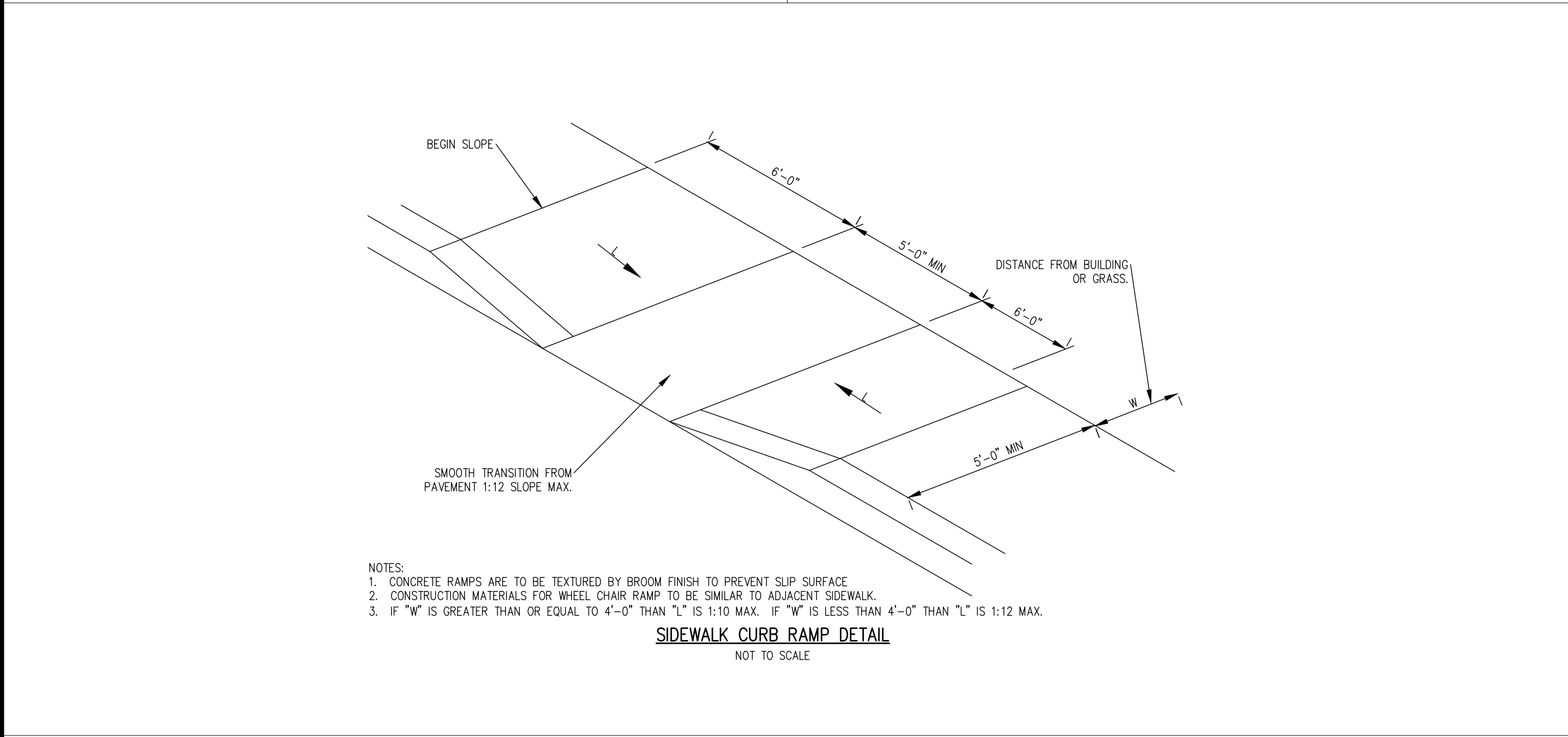
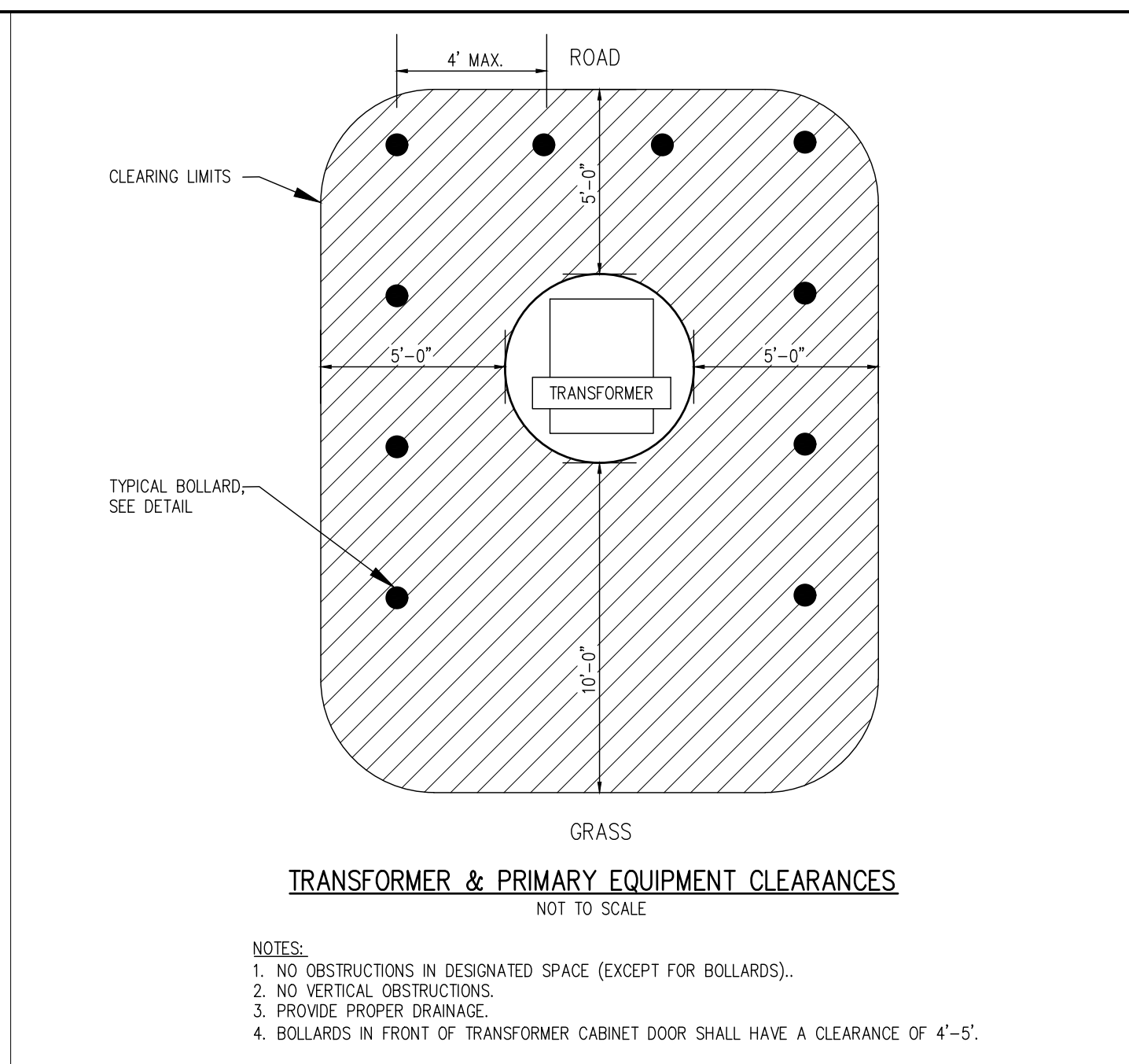
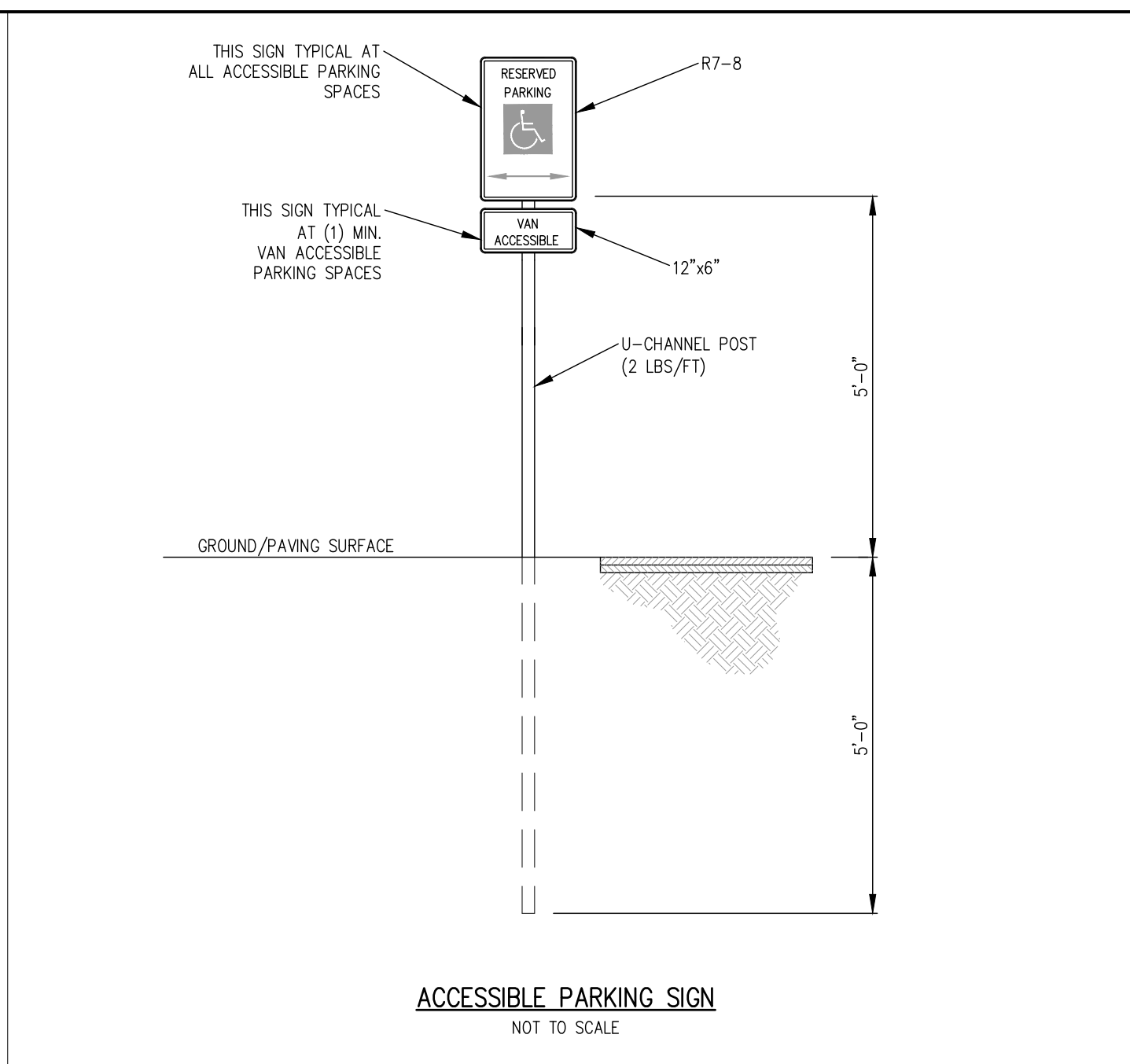
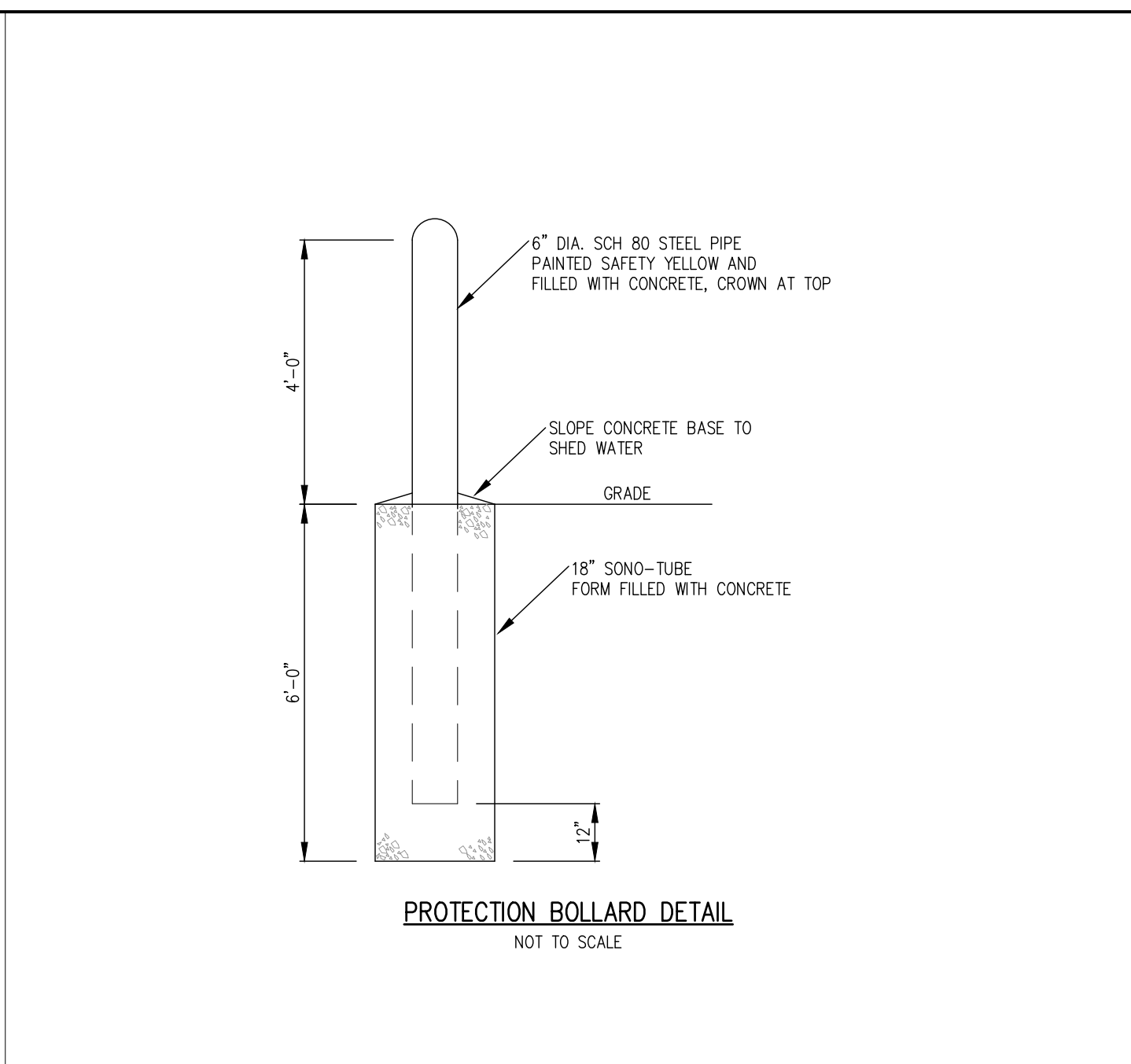
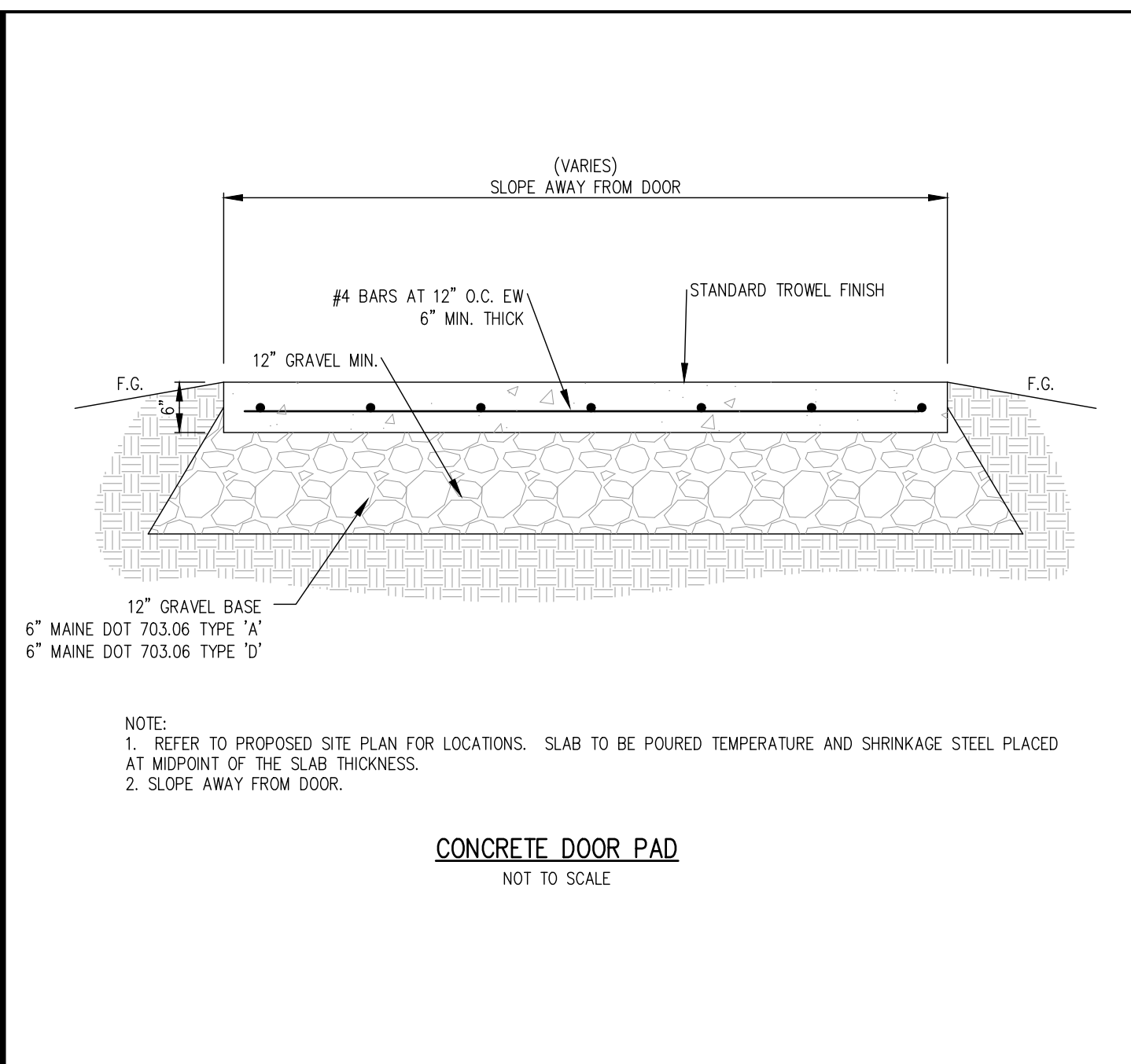
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**STABILIZED CONSTRUCTION ENTRANCE**  
NOT TO SCALE

- NOTES:**
1. STONE SIZE - AASHTO DESIGNATION M43, SIZE NO. 2 (2 1/2" TO 1 1/2"). USE CRUSHED STONE.
  2. LENGTH - AS SHOWN ON GRADING PLAN, MIN. 50 FEET.
  3. THICKNESS - NOT LESS THAN EIGHT (8) INCHES.
  4. WIDTH - NOT LESS THAN FULL WIDTH OF ALL POINT OF INGRESS OR EGRESS.
  5. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PUBLIC RIGHT-OF-WAY MUST BE REMOVED IMMEDIATELY.

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PENGUIN CAP INC.  
**BROADWAY HEIGHTS**  
BANGOR, MAINE

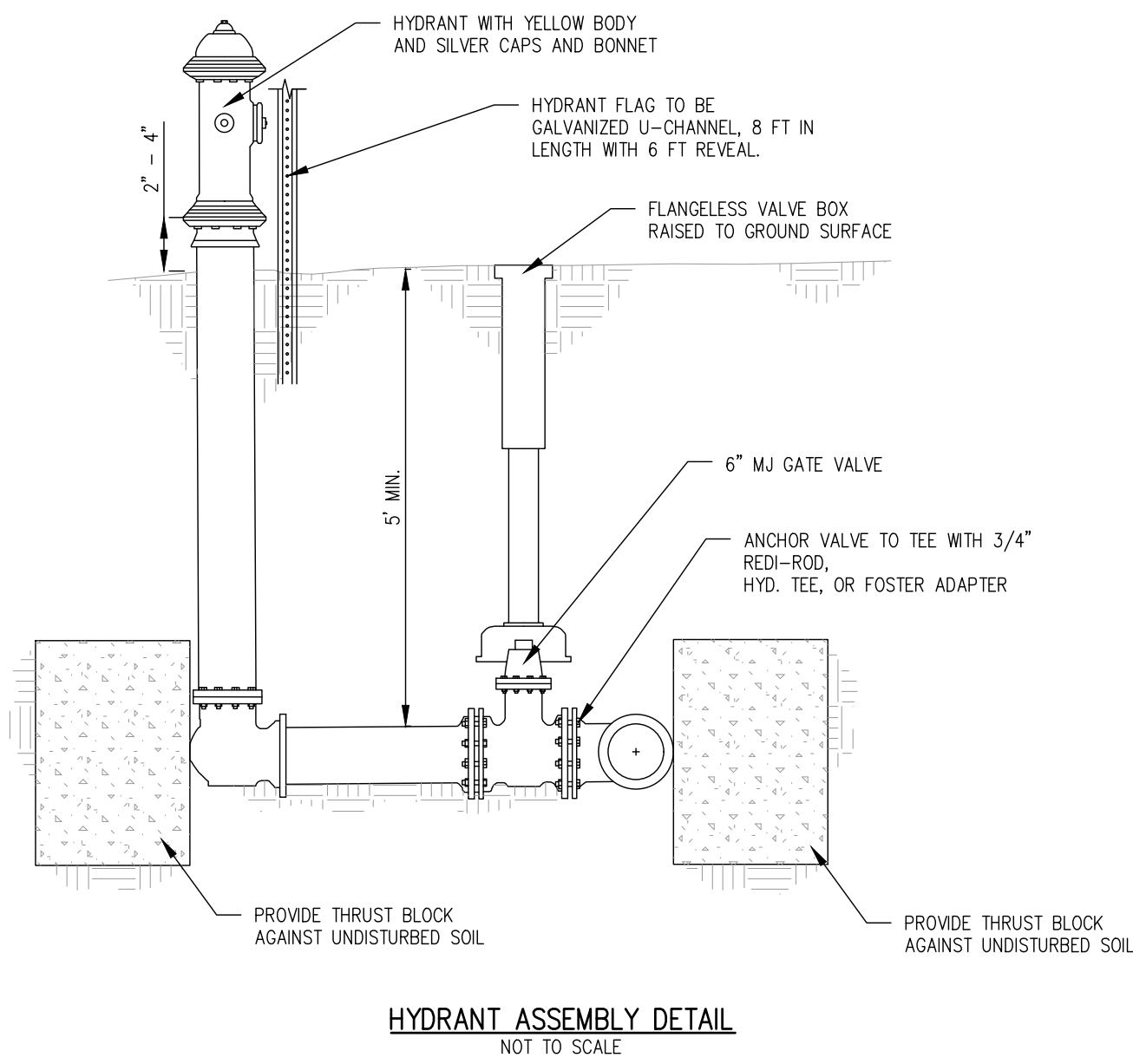
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Sheet Number:

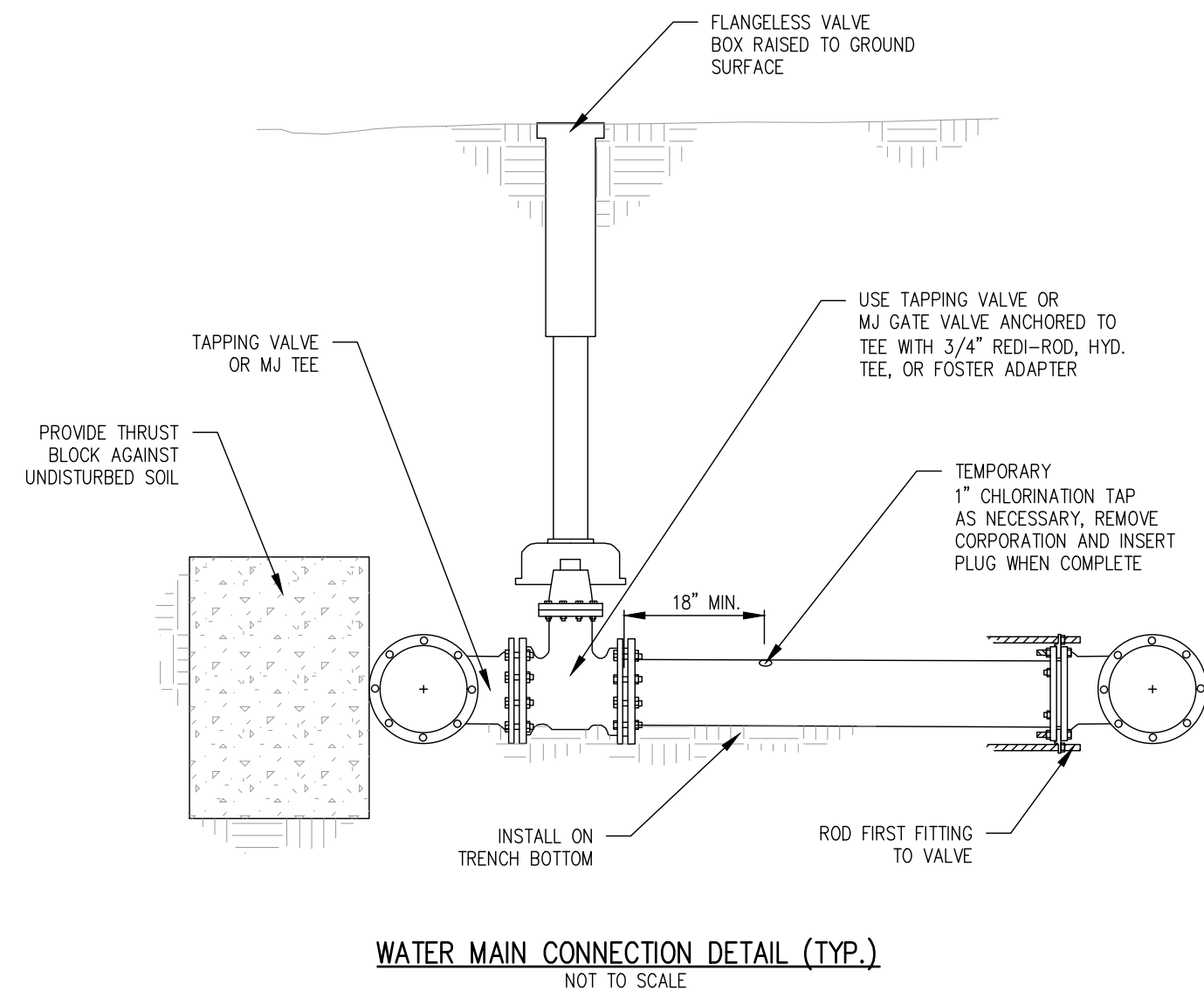
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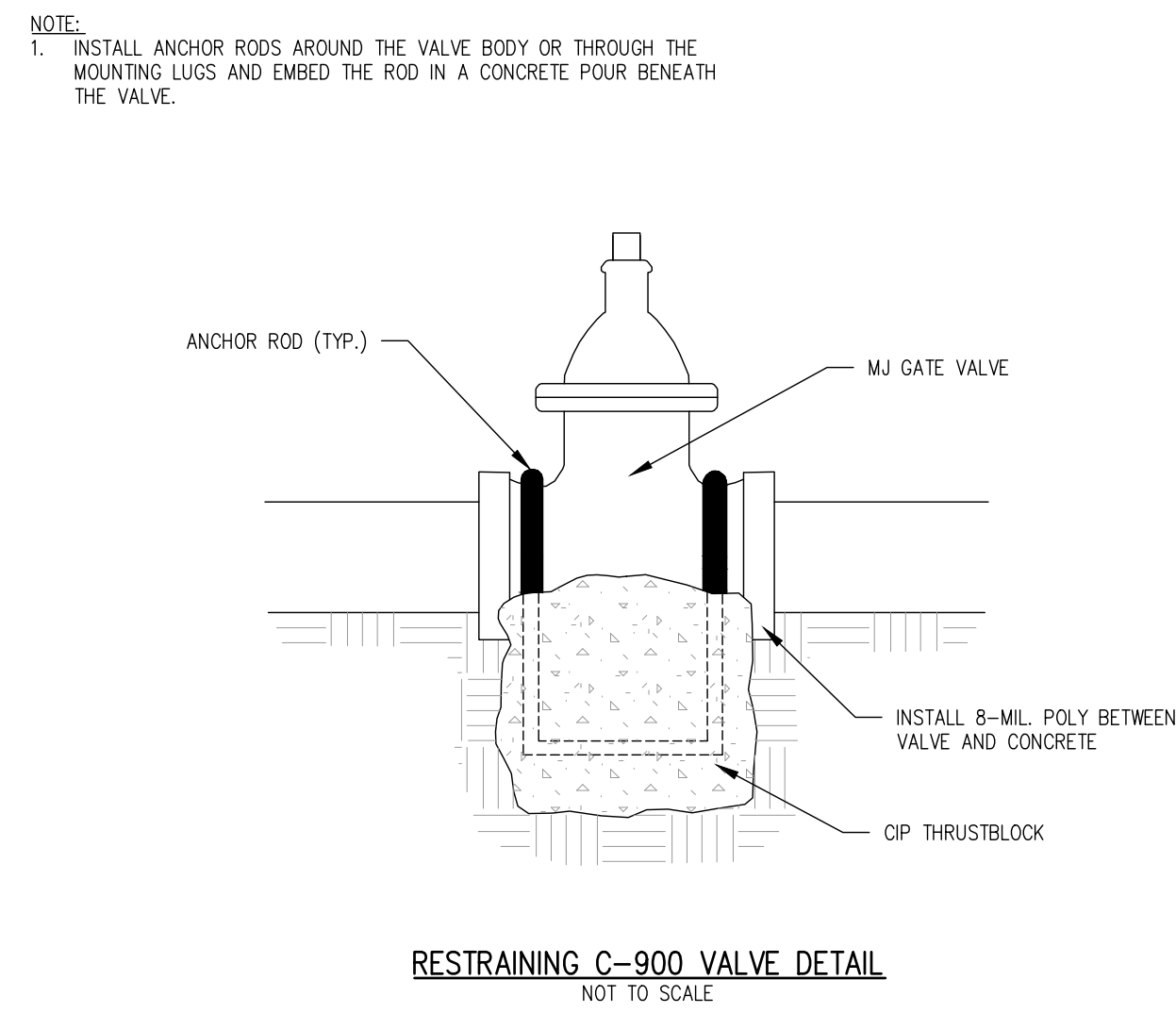
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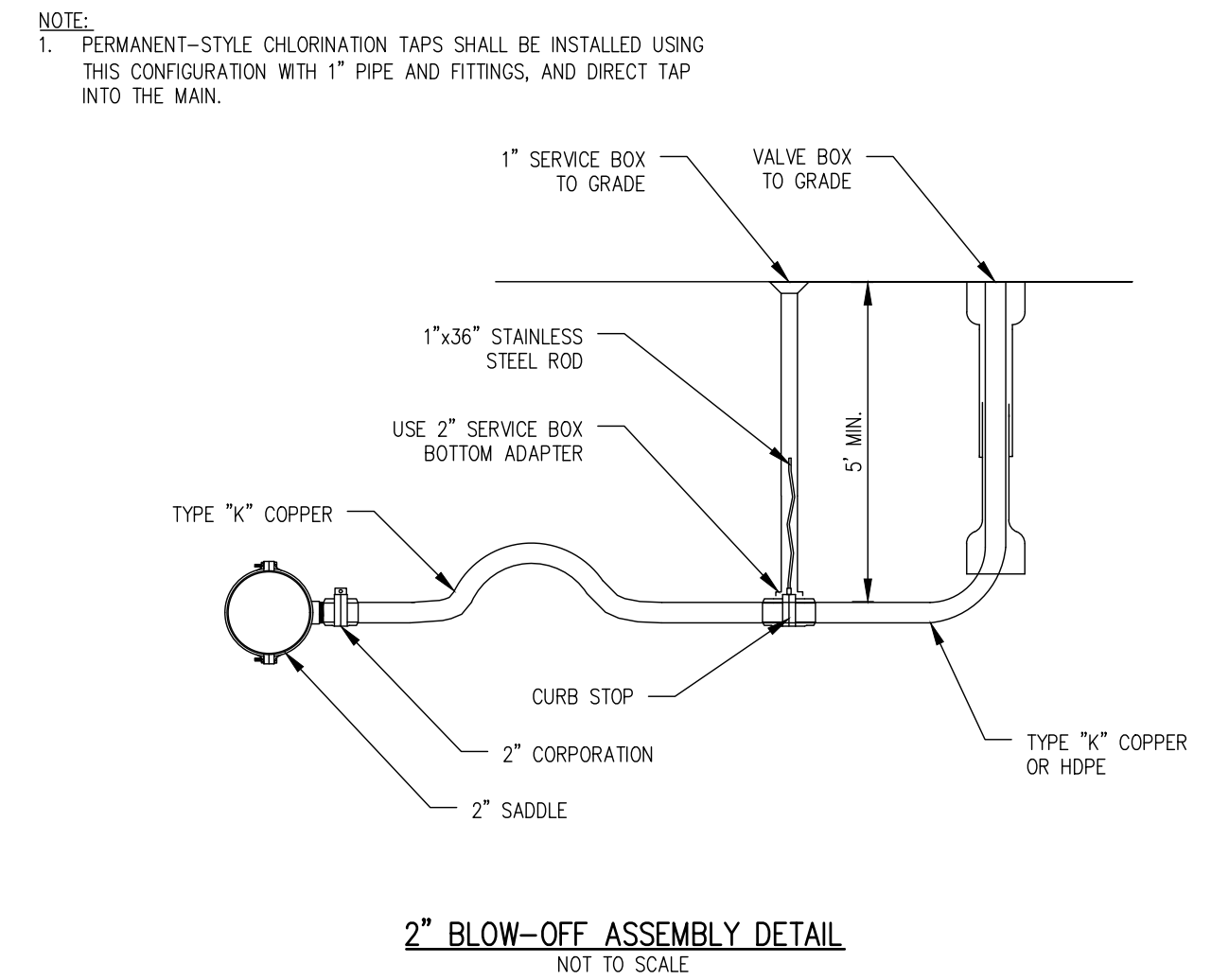
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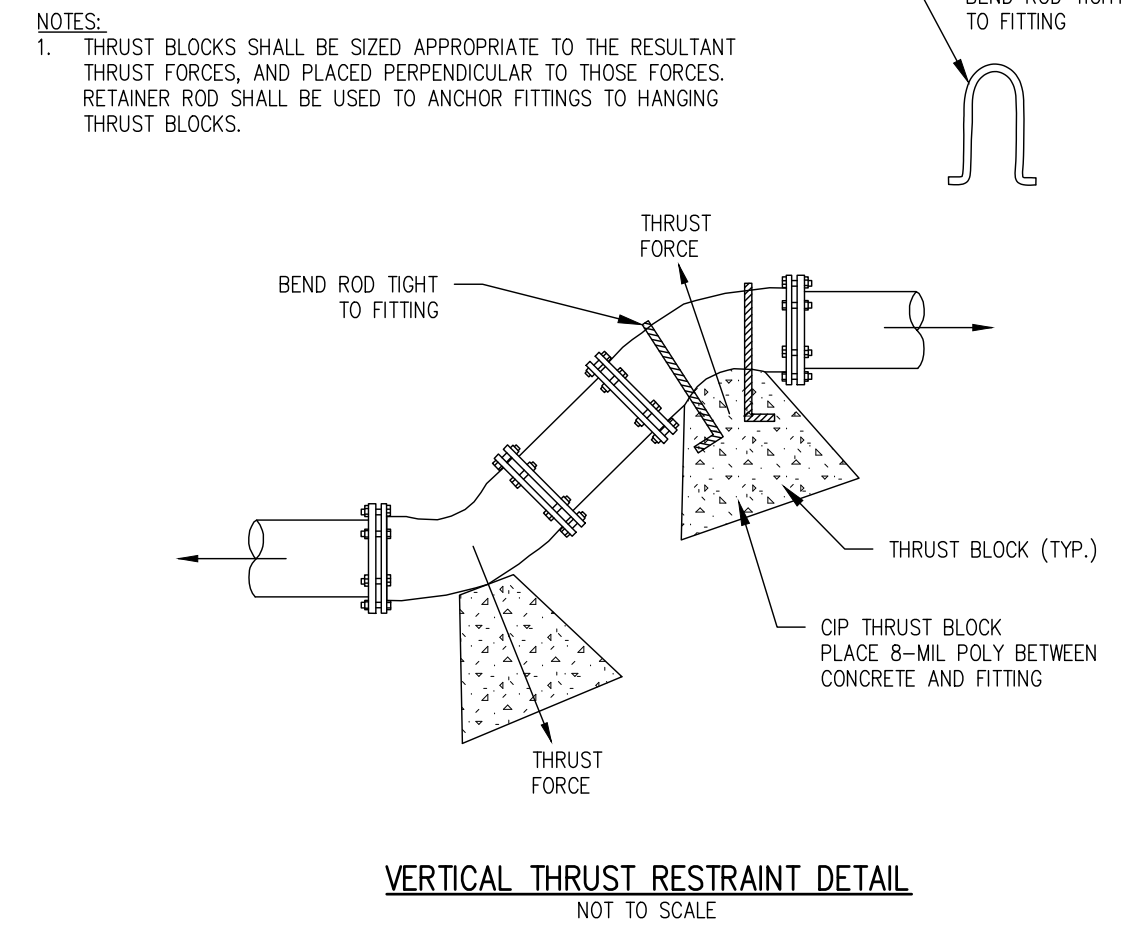
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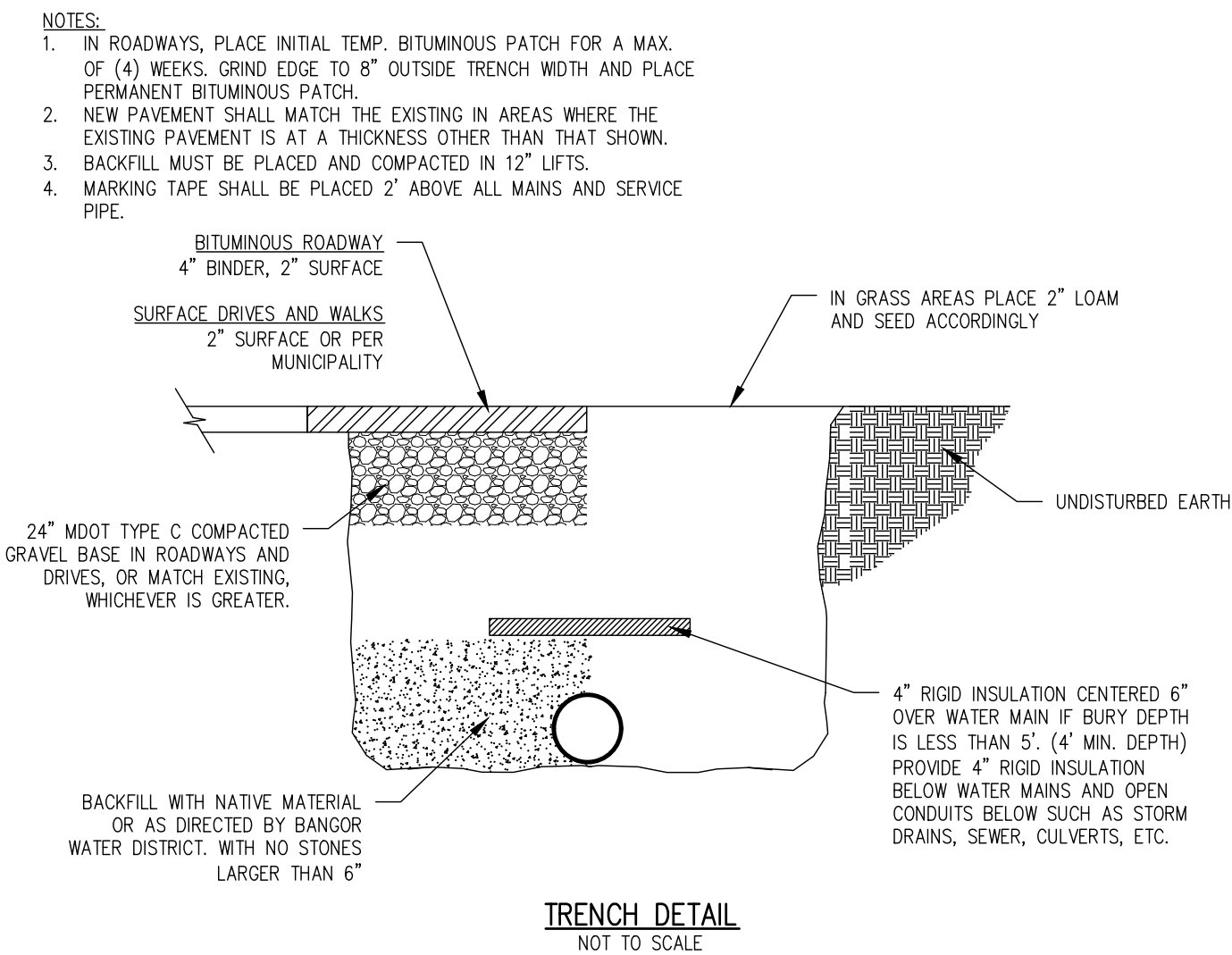
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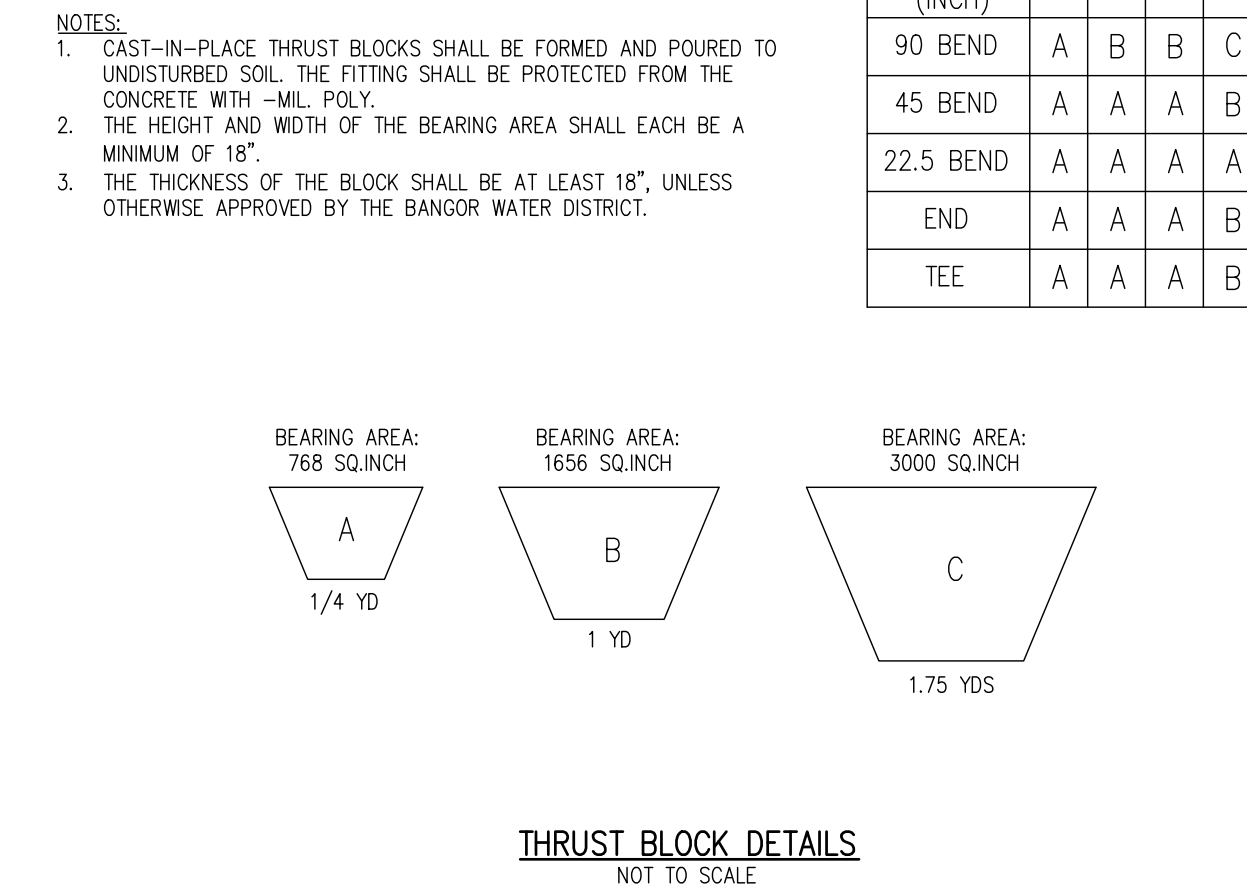
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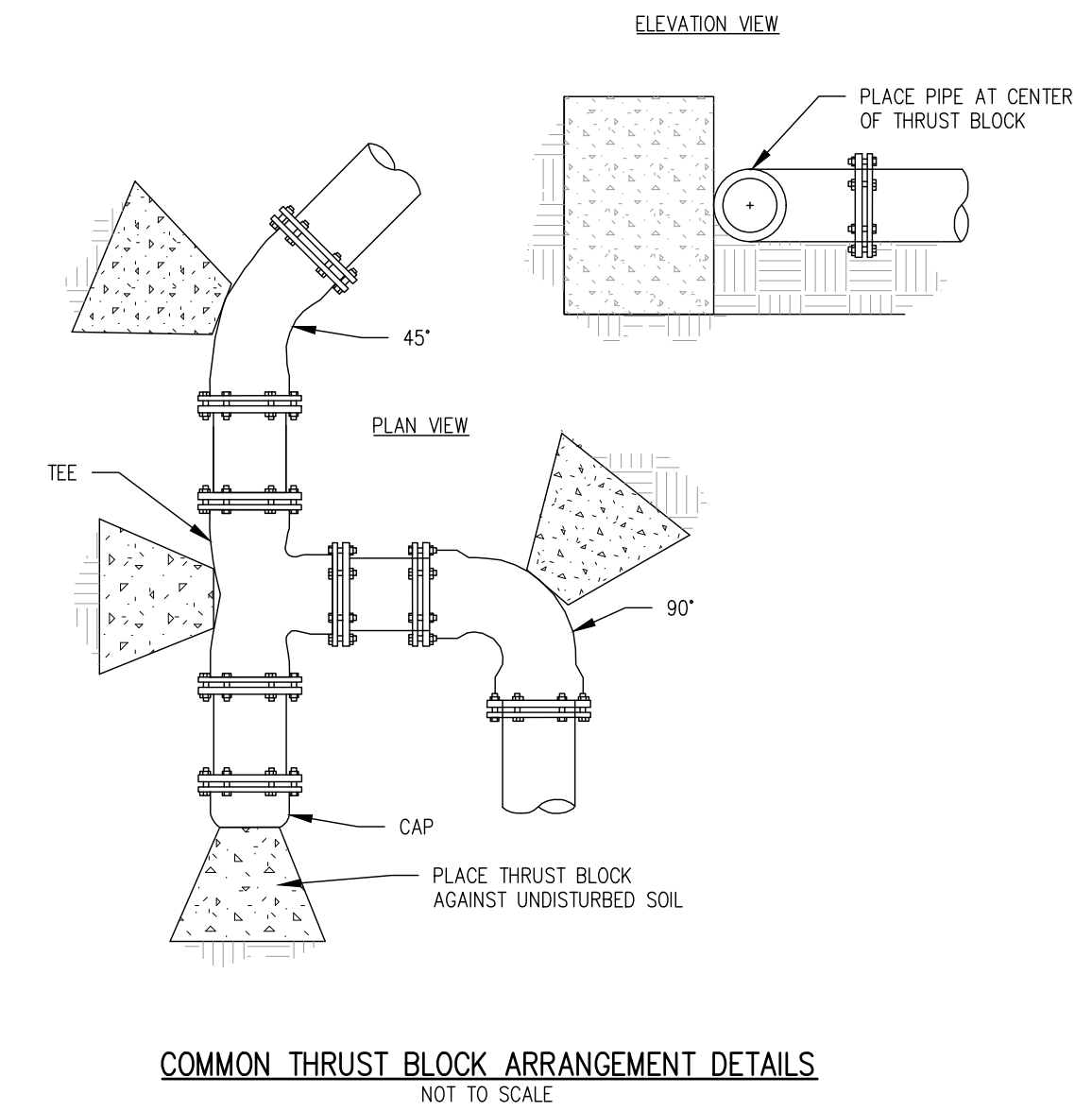
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**TRENCH DETAIL**  
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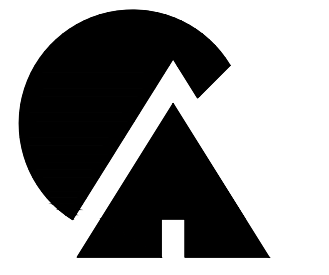


**THRUST BLOCK DETAILS**  
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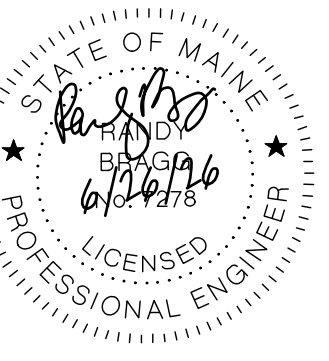
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**CARPENTER ASSOCIATES**  
CONSULTING ENGINEERS  
687 STILLWATER AVENUE • OLD TOWN • MAINE 04468

NO.	DATE	BY	DESCRIPTION



PENGUIS CAP INC.  
**BROADWAY HEIGHTS**  
BANGOR, MAINE

**SITE DETAILS**

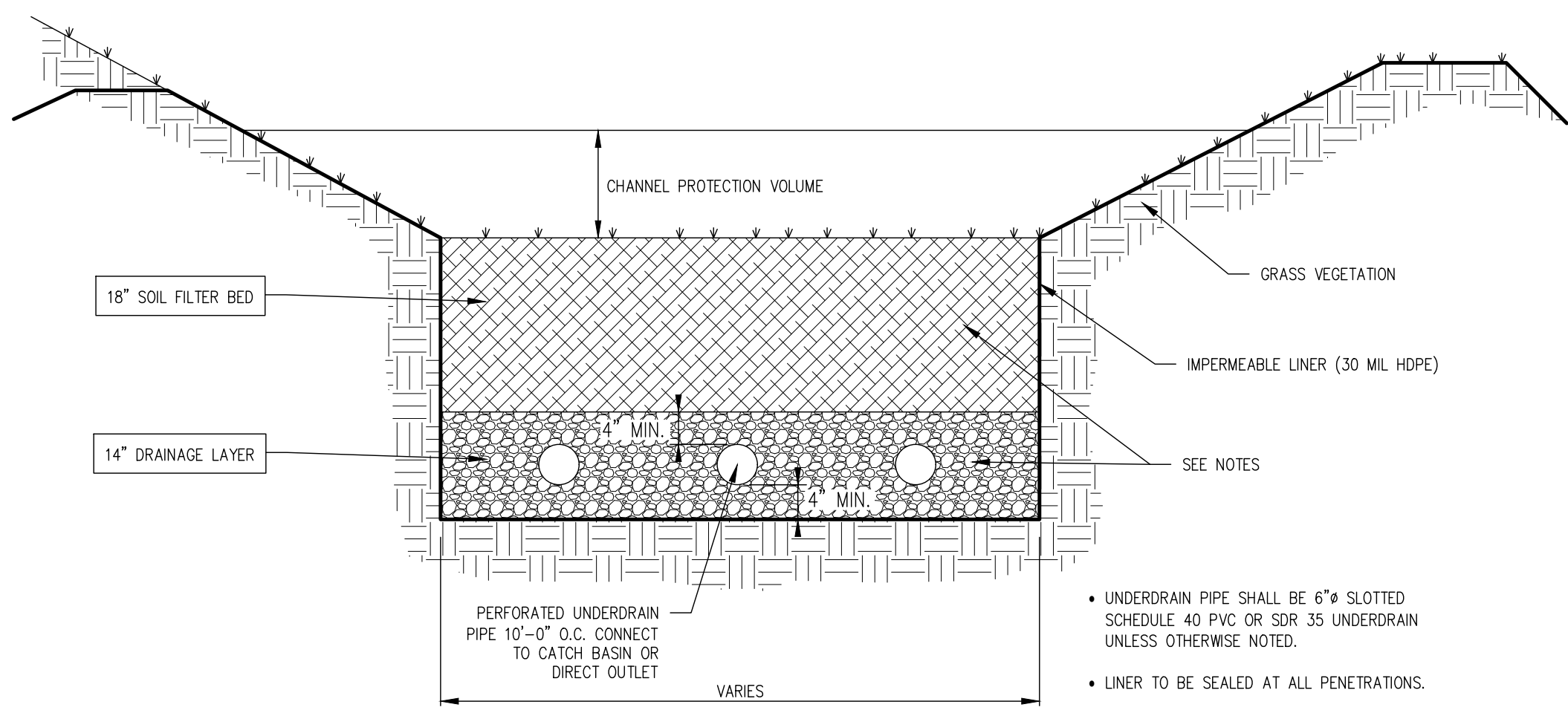
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2024038

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UNDERDRAIN SOIL FILTER DETAIL  
NOT TO SCALE

- UNDERDRAIN PIPE SHALL BE 6" SLOTTED SCHEDULE 40 PVC OR SDR 35 UNDERDRAIN UNLESS OTHERWISE NOTED.
- LINER TO BE SEALED AT ALL PENETRATIONS.
- KEY LINER TO AVOID SLIDING.

UNDERDRAINED SOIL FILTER NOTES:

**FILTER OUTLET:** THE CHANNEL PROTECTION VOLUME MUST BE DISCHARGED SOLELY THROUGH A NETWORK OF UNDERDRAIN PIPE HAVING A SINGLE OUTLET WITH A DIAMETER THAT IS NO GREATER THAN EIGHT INCHES.  
**DOWNGRADIENT DISCHARGE AREA:** EACH UNDERDRAIN SYSTEM MUST DISCHARGE TO AN AREA CAPABLE OF WITHSTANDING CONCENTRATED FLOWS AND SATURATED CONDITIONS WITHOUT ERODING.  
**UNDERDRAIN PIPE:** A PROPER LAYOUT OF THE PIPE UNDERDRAIN SYSTEM IS NECESSARY TO EFFECTIVELY DRAIN THE ENTIRE FILTER AREA. THE PIPES WITHIN THE BASIN MUST BE PLACED NO FURTHER APART THAN 10 FEET AND SHOULD HAVE A POSITIVE SLOPE. THE UNDERDRAIN SHOULD BE 6" DIAMETER PERFORATED, RIGID SCHEDULE 40 PVC OR SDR 35 PIPE. STRUCTURE JOINTS SHOULD BE SEALED AND WATERTIGHT.  
**OUTLET DISCHARGE:** OUTFLOW OF THE FILTER BASIN UNDERDRAIN SHALL BE CONTROLLED BY A CONSTRUCTIVE ORIFICE OR A VALVE (2" PLASTIC BALL VALVE, TYPE 346, WITH A BALL VALVE HANDLE EXTENSION, TYPE 615, WITH A THREE-PIECE VALVE BOX INSTALLED OVER THE VALVE). UPON COMPLETION OF THE INSTALLATION OF THE SOIL FILTER MEDIA AND THE ESTABLISHMENT OF 90% OF GRASS COVER OVER THE FILTER MEDIA, THE CONTRACTOR SHOULD FLOOD THE VEGETATED BASIN TO THE DESIGN ELEVATION WITH CLEAN WATER AND ADJUST THE OUTFLOW TO OBTAIN THE 24 TO 48 HOUR RELEASE TIME.

**UNDERDRAIN LAYER:** THE PERFORATED PIPING IN THE UNDERDRAIN LAYER SHOULD BE BEDDED IN 12 INCHES OF MATERIAL, WITH AT LEAST 4 INCHES OF MATERIAL BENEATH THE PIPE AND 4 INCHES ABOVE.  
**DRAINAGE LAYER:** THE UNDERDRAIN MATERIAL CONSISTS OF WELL-GRADED, CLEAN, COARSE GRAVEL MEETING THE MAINE DOT SPECIFICATION 703.22 UNDERDRAIN BACKFILL FOR TYPE B UNDERDRAIN (SEE TABLE 7.1.1).

TABLE 7.1.1 – MAINE DOT SPECIFICATIONS FOR UNDERDRAIN BACKFILL (MEDOT #703.22)

SIEVE #	% PASSING BY WEIGHT
UNDERDRAIN – TYPE B	
1/2"	95-100
1"	75-100
NO. 4	50-100
NO. 20	15-80
NO. 50	0-15
NO. 200	0-0.5
UNDERDRAIN – TYPE C	
1"	100
3/4"	90-100
3/8"	0-75
NO. 4	0-25
NO. 10	0-5

**SOIL FILTER BED:** THE SOIL FILTER OVER THE GRAVEL UNDERDRAIN PIPE BEDDING SHALL BE AT LEAST 18 INCHES DEEP AND SHALL EXTEND ACROSS THE ENTIRE FILTER AREA. THIS SOIL MIXTURE SHOULD BE A UNIFORM MIX, FREE OF STONES, STUMPS, ROOTS, OR OTHER SIMILAR OBJECTS LARGER THAN TWO INCHES. NO MATERIALS OR SUBSTANCES THAT MAY BE HARMFUL TO PLANT GROWTH CAN BE MIXED WITHIN THE FILTER. EXCEPT FOR AGRICULTURAL SOURCES, MOST ORGANIC SOURCES MAY BE ACCEPTABLE FOR THE ORGANIC COMPONENT OF THE MEDIA.

**OPTIONAL HAY LAYER:** A LAYER OF HAY CAN BE PLACED TO SEPARATE THE DRAINAGE LAYER FROM THE FILTER LAYER ABOVE TO PREVENT SUBSIDIENCE OR PLUGGING OF THE SAND/GRAVEL/STONE LAYER AND/OR PIPE.

**SOIL FILTER MEDIA – OPTION 1:** SOIL FILTER MEDIA CONSISTS OF A SILTY SAND SOIL OR SOIL MIXTURE COMBINED WITH A MATURE, MODERATELY FINE SHREDDED BARK OR WOOD FIBER MULCH 20% TO 25% BY VOLUME (NO LESS THAN 10% BY DRY WEIGHT). THE RESULTING MIXTURE SHOULD HAVE 8% TO 12% PASSING THE NO. 200 SIEVE AND A CLAY CONTENT OF LESS THAN 2%. THE PROPORTIONS OF THE MIXTURE CAN BE ADJUSTED SO IT WILL CONTAIN SUFFICIENT FINES AND ORGANIC MATTER.

- o AS AN EXAMPLE, THE SOIL FILTER MEDIA MAY CONTAIN THE FOLLOWING (BY VOLUME):
- 50% OF SAND (MAINE DOT SPECIFICATION #703.01 IS CLOSE BUT IT CONTAINS INSUFFICIENT FINE MATERIAL FOR THE FILTER MEDIA)
- 20% OF SANDY LOAM TO FINE SANDY LOAM (TABLE 7.1.2)
- 30% OF MATURE COMPOSTED WOODY FIBERS AND FINE SHREDDED BARK, SUPERHUMUS OR EQUIVALENT (ADJUSTED FOR MINERAL SOIL CONTENT).

TABLE 7.1.2 – SANDY LOAM TO FINE SANDY LOAM SPECIFICATIONS

SIEVE #	% PASSING BY WEIGHT
NO. 4	75-95
NO. 10	60-90
NO. 40	35-85
NO. 200	20-70
200 (CLAY SIZE)	< 2.0

**LAYERED SYSTEM WITH TOPSOIL – OPTION 2:** OPTION 2 PROVIDES FOR A LAYERED SYSTEM THAT TAKES ADVANTAGE OF THE CHARACTERISTICS OF NATURAL SOILS. A FILTER MEDIA MIXED FROM DIFFERENT SOURCES MAY LACK NUTRIENTS, MAY BE UNABLE TO RETAIN MOISTURE (BECAUSE OF ITS COARSENESS), AND MAY BE DEVOID OF MICRO-ORGANISMS (SUCH AS FUNGUS, BACTERIA AND NEMATODES) WHICH ARE FOUND IN A NATURAL SOIL AND WHICH BENEFIT THE GERMINATION AND ESTABLISHMENT OF VEGETATION. NATURAL SOILS CONTAIN THESE IMPORTANT ORGANISMS AND PROVIDE SUPERIOR FILTRATION. THE DIFFERENT LAYERS FROM THE BOTTOM UP ARE:

- o **FILTER LAYER:** A 12-INCH LAYER OF LOAMY COARSE SAND WHICH IS LOOSELY INSTALLED AND MEETS THE GRAIN SIZE SPECIFICATION OF TABLE 7.1.3.

TABLE 7.1.3 – LOAMY COARSE SAND SPECIFICATIONS

SIEVE #	% PASSING BY WEIGHT
NO. 10	85-100
NO. 20	70-100
NO. 60	15-40
NO. 200	8-15
200 (CLAY SIZE)	< 2.0

- o **TOPSOIL:** THE SURFACE OF THE BASIN SHOULD BE COVERED WITH 6 INCHES OF NON-CLAYEY, LOAMY TOPSOIL SUCH AS USDA LOAMY SAND TOPSOIL WITH 5 TO 8% HUMIFIED ORGANIC CONTENT. TOPSOIL FROM THE DEVELOPMENT SITE MAY BE APPROPRIATE BUT SHOULD BE TESTED FOR ORGANIC CONTENT AND CLAY CONTENT (HYDROMETER TEST). THE SOIL MUST BE SCREENED, LOOSE, FRIABLE, AND SHALL BE FREE FROM ADMIXTURES OF SUBSOIL, REFUSE, STONES (GREATER THAN 2 INCHES IN DIAMETER), CLUMPS, ROOT AND OTHER UNDESIRABLE FOREIGN MATTER. THE TOPSOIL SHOULD BE GENTLY MIXED WITHIN THE FILTER LAYER TO PROVIDE CONTINUITY FOR DEEP ROOT PENETRATION. THE TEETH OF A BACKHOE, A HAND RAKE, A SHOVEL OR ROTOTILLING 2-3 INCHES MAY BE USED TO CREATE A LOOSERED TRANSITION.
- **CLAY CONTENT:** THE MEDIA MIXTURE SHOULD HAVE VERY LITTLE OR NO CLAY CONTENT AS TESTED VIA HYDROMETER TEST. SOILS WITH MORE THAN 2% CLAY CONTENT COULD CAUSE FAILURE OF THE SYSTEM.
- **FILTER PERMEABILITY:** THE FILTER MUST BE PERMEABLE ENOUGH TO INSURE DRAINAGE WITHIN 24 TO 48 HOURS, YET HAVE SUFFICIENT FINES TO INSURE THE FILTRATION OF FINE PARTICLES AND THE REMOVAL OF DISSOLVED POLLUTANTS. THE DESIGN MAY EITHER RELY ON THE SOIL PERMEABILITY, IF KNOWN, TO PROVIDE THE SLOW RELEASE OF THE WATER TREATMENT VOLUME, OR MAY ENSURE THIS RATE BY INSTALLING A CONSTRUCTIVE ORIFICE OR VALVE ON THE UNDERDRAIN OUTLET. IN DETERMINING THE PERMEABILITY OF THE MEDIA, THE AMOUNT OF FINES OF THE MIXTURE AND THE LEVEL OF COMPACTION SHOULD BE CONSIDERED.
- **GRADATION TESTING:** GRADATION TESTS, INCLUDING HYDROMETER TESTING FOR CLAY CONTENT, AND PERMEABILITY TESTING OF THE SOIL FILTER MATERIAL, SHOULD BE PERFORMED BY A QUALIFIED SOIL TESTING LABORATORY AND SUBMITTED TO THE DEP FOR REVIEW BEFORE PLACEMENT.
- **SEEDING AND MULCHING:** THE FILTER BED SHOULD BE SEEDDED WITH A DROUGHT TOLERANT GRASS MIX AND MULCHED. WATERING IS RECOMMENDED TO ESTABLISH A HEALTHY VEGETATION BASE.

**GEOTEXTILE FABRIC:** A GEOTEXTILE FABRIC SHALL BE PLACED BETWEEN THE SIDES OF THE FILTER LAYER AND ADJACENT SOIL TO PREVENT THE SURROUNDING SOIL FROM MIGRATING INTO AND CLOGGING THE FILTER OR CLOGGING THE OUTLET. SEAMS SHOULD BE OVERLAPPED A MINIMUM OF 12 INCHES. DO NOT WRAP FABRIC OVER THE PIPE BEDDING AS IT MAY CLOG AND PREVENT FLOWS OUT OF THE FILTER. THE GEOTEXTILE FABRIC SHOULD BE MIRAP 170N OR EQUIVALENT.

**IMPERMEABLE LINER:** AN IMPERMEABLE LINER MAY BE REQUIRED IF THE BASIN IS LOCATED OVER HIGHLY PERMEABLE SOILS OR WITH LESS THAN 18 INCHES OF SEPARATION BETWEEN THE BOTTOM OF THE UNDERDRAIN AND THE TOP OF BEDROCK OR THE HIGH SEASONAL WATER TABLE, IF THE BASIN DRAINS AN IMPERVIOUS AREA THAT IS GREATER THAN ONE ACRE OR GREATER THAN 2 ACRES OF DEVELOPED AREA, AND THE IMPERVIOUS AREA IS CONSIDERED A HOT SPOT (PUBLIC ROAD, FUEL HANDLING FACILITY, HIGH USE PARKING AND DRIVE-THROUGH LANES, INDUSTRIAL FACILITY, VEHICLE MAINTENANCE FACILITY, ETC.). THE LINER MUST SEAMLESSLY EXTEND UP THE SIDES OF THE BASIN AND BE ANCHORED INTO THE SUBGRADE.

**CONSTRUCTION:** EROSION AND SEDIMENTATION FROM UNSTABLE CONSTRUCTION AREAS IS THE MOST COMMON REASON FOR FILTER FAILURE. THE SOIL FILTER MEDIA SHOULD NOT BE INSTALLED UNTIL THE AREA THAT DRAINS TO IT HAS BEEN PERMANENTLY STABILIZED OR UNLESS THE RUNOFF IS DIVERTED AROUND THE FILTER.

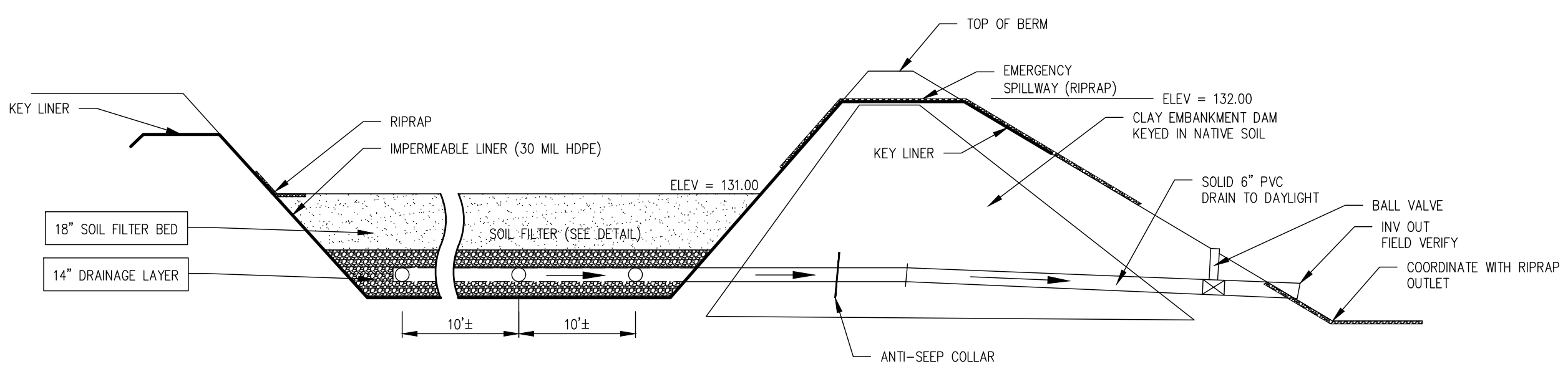
- **CONSTRUCTION COMPONENTS:** UNDERDRAINED FILTERS CONSIST OF (FROM BOTTOM UP):
  - o A GEOTEXTILE FABRIC TO SEPARATE THE FILTER BASIN FROM THE NATURAL SOILS. AN IMPERMEABLE MEMBRANE MAY BE REQUIRED IF GROUNDWATER IMPACT OR CONTAMINATION IS A CONCERN, OR IF IT MAY INFLUENCE THE EFFECTIVENESS OF THE BASIN.
  - o A 12-INCH THICK LAYER OF COARSE CLEAN STONE OR COARSE GRAVEL IN WHICH A 4-INCH TO 6-INCH PERFORATED UNDERDRAIN PIPE SYSTEM IS BEDDED.
  - o A GRAVEL TRANSITION LAYER, IF NECESSARY.
  - o AN 18-INCH LAYER OF UNCOMPACTED SOIL FILTER MEDIA.
  - o A SURFACE COVER OF GRASS AND MULCH.
- **BASIN EXCAVATION:** THE BASIN AREA MAY BE EXCAVATED FOR UNDERDRAIN INSTALLATION AND CAN BE USED AS A SEDIMENT TRAP DURING CONSTRUCTION. AFTER EXCAVATION OF THE BASIN, THE OUTLET STRUCTURE AND PIPING SYSTEM MAY BE INSTALLED IF PROTECTED WITH A SEDIMENT BARRIER.
- **SACRIFICIAL MULCH COVER:** IF THE BASIN WILL BE USED AS A SEDIMENT TRAP, THE SIDES OF THE EMBANKMENTS MUST BE STABILIZED AND MAINTAINED TO PREVENT EROSION. THE BASIN WILL NEED TO BE RESTORED FOR ITS PLANNED PURPOSE AFTER CONSTRUCTION, BEFORE FINAL STABILIZATION OF THE DRAINAGE AREA TO THE BASIN. A 2-INCH TO 3-INCH LAYER OF SANDY LOAM (WITH LESS THAN 2% CLAY CONTENT) MAY BE SPREAD ON THE SURFACE OF THE SOIL FILTER MEDIA AS A SACRIFICIAL PROTECTION LAYER. THE SACRIFICIAL LAYER WILL NEED TO BE REMOVED AT THE END OF CONSTRUCTION, AND THE SOIL FILTER MEDIA WILL NEED TO BE SEEDDED AND MULCHED.
- **COMPACTION OF SOIL FILTER:** FILTER SOIL MEDIA AND UNDERDRAIN BEDDING MATERIAL SHOULD BE APPLIED TO REACH A BULK DENSITY OF BETWEEN 90% AND 92% STANDARD PROCTOR. THE SOIL FILTER MEDIA SHOULD BE INSTALLED IN AT LEAST TWO LIFTS OF 9 INCHES TO PREVENT POCKETS OF LOOSE MEDIA.
- **REMEDIAL LOAM COVER:** IF VEGETATION IS NOT ESTABLISHED WITHIN THE FIRST YEAR, THE BASIN MAY BE ROTOTILLED, RESEEDDED AND PROTECTED WITH A WELL-ANCHORED EROSION CONTROL BLANKET. OR, A 2-INCH TO 3-INCH LAYER OF FINE SANDY LOAM MAY BE APPLIED BEFORE SEEDING AND MULCHING.
- **CONSTRUCTION OVERSIGHT:** INSPECTION OF THE FILTER BASIN MUST BE PROVIDED FOR EACH PHASE OF CONSTRUCTION BY THE DESIGN ENGINEER WITH REQUIRED REPORTING TO THE DEP. ALL MATERIAL INTENDED FOR THE FILTER BASIN MUST BE APPROVED BY THE DESIGN ENGINEER AFTER TESTS BY A CERTIFIED LABORATORY SHOW THAT THE MATERIAL CONFORMS TO ALL DEP SPECIFICATIONS. AT A MINIMUM, INSPECTIONS WILL OCCUR:
  - o AFTER THE PRELIMINARY CONSTRUCTION OF THE FILTER GRADES AND ONCE THE UNDERDRAIN PIPES ARE INSTALLED (NOT BACKFILLED);
  - o AFTER THE DRAINAGE LAYER IS CONSTRUCTED AND PRIOR TO THE INSTALLATION OF THE SOIL FILTER MEDIA;
  - o AFTER THE SOIL FILTER MEDIA HAS BEEN INSTALLED, SEEDDED AND MULCHED; AND
  - o AFTER ONE YEAR, TO INSPECT VEGETATION AND MAKE CORRECTIONS.

**TESTING AND SUBMITTALS:** THE SOURCE OF EACH COMPONENT OF THE SOIL FILTER MEDIA NEEDS TO BE IDENTIFIED PRIOR TO CONSTRUCTION. ALL RESULTS OF FIELD AND LABORATORY TESTING MUST BE SUBMITTED TO THE DEP FOR APPROVAL.

- **MEDIA SOURCE:** SAMPLES OF EACH TYPE OF MATERIAL SHOULD BE BLENDED FOR THE MIXED FILTER MEDIA AND UNDERDRAIN BEDDING MATERIAL. SAMPLES MUST BE A COMPOSITE OF THREE DIFFERENT LOCATIONS (GRABS) FROM THE STOCKPILE OR PIT FACE. SAMPLE SIZE REQUIREMENTS WILL BE DETERMINED BY THE TESTING LABORATORY.
- **SIEVE ANALYSIS:** A SIEVE ANALYSIS CONFORMING TO ASTM C136 SHOULD BE PERFORMED ON EACH TYPE OF THE SAMPLE MATERIAL.
- **PERMEABILITY TESTING:** TESTING THE PERMEABILITY OF THE SOIL FILTER MEDIA MIXTURE IS RECOMMENDED WITH THE MIXTURE AT A MEASURED BULK DRY DENSITY OF 90-92% BASED ON ASTM D698.

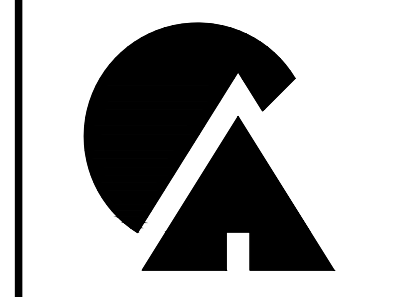
**MAINTENANCE:** THE BASIN SHOULD BE INSPECTED SEMI-ANNUALLY AND FOLLOWING MAJOR STORM EVENTS. DEBRIS AND SEDIMENT BUILDUP SHOULD BE REMOVED FROM THE FOREBAY AND BASIN AS NEEDED. ANY BARE AREA OR EROSION RILLS SHOULD BE REPAIRED WITH NEW FILTER MEDIA, SEEDDED AND MULCHED.

- **MAINTENANCE AGREEMENT:** A LEGAL ENTITY SHOULD BE ESTABLISHED WITH RESPONSIBILITY FOR INSPECTING AND MAINTAINING ANY UNDERDRAINED FILTER. THE LEGAL AGREEMENT ESTABLISHING THE ENTITY SHOULD LIST SPECIFIC MAINTENANCE RESPONSIBILITIES (INCLUDING TIMETABLES) AND PROVIDE FOR THE FUNDING TO COVER LONG-TERM INSPECTION AND MAINTENANCE.
- **DRAINAGE:** THE FILTER SHOULD WITHIN 24 TO 48 HOURS FOLLOWING A ONE-INCH STORM OR GREATER. IF THE SYSTEM DRAINS TOO FAST, AN ORIFICE MAY NEED TO BE ADDED ON THE UNDERDRAIN OUTLET OR MAY NEED TO BE MODIFIED IF ALREADY PRESENT.
- **SEDIMENT REMOVAL:** SEDIMENT AND PLANT DEBRIS SHOULD BE REMOVED FROM THE PRETREATMENT STRUCTURE AT LEAST ANNUALLY.
- **MOWING:** IF MOWING IS DESIRED, ONLY HAND-HELD STRING TRIMMERS OR PUSH-MOWERS ARE ALLOWED ON THE FILTER (NO TRACTOR) AND THE GRASS BED SHOULD BE MOWED NO MORE THAN 2 TIMES PER GROWING SEASON TO MAINTAIN GRASS HEIGHTS OF NO LESS THAN 6 INCHES.
- **FERTILIZATION:** FERTILIZATION OF THE UNDERDRAINED FILTER AREA SHOULD BE AVOIDED UNLESS ABSOLUTELY NECESSARY TO ESTABLISH VEGETATION.
- **HARVESTING AND WEEDING:** HARVESTING AND PRUNING OF EXCESSIVE GROWTH SHOULD BE DONE OCCASIONALLY. WEEDING TO CONTROL UNWANTED OR INVASIVE PLANTS MAY ALSO BE NECESSARY.
- **GRASS COVER:** MAINTAINING A HEALTHY COVER OF GRASS WILL MINIMIZE CLOGGING WITH FINE SEDIMENTS. IF PONDING EXCEEDS 48 HOURS, THE TOP OF THE FILTER BED SHOULD BE ROTOTILLED TO REESTABLISH THE SOIL'S FILTRATION CAPACITY.
- **SOIL FILTER REPLACEMENT:** THE TOP SEVERAL INCHES OF THE FILTER CAN BE REPLACED WITH FRESH MATERIAL IF WATER IS PONDING FOR MORE THAN 72 HOURS, OR THE BASIN CAN BE ROTOTILLED, SEEDDED AND MULCHED. ONCE THE FILTER IS MATURE, ADDING NEW MATERIAL (A 1-INCH TO 2-INCH COVER OF MATURE COMPOST) CAN COMPENSATE FOR SUBSIDIENCE.



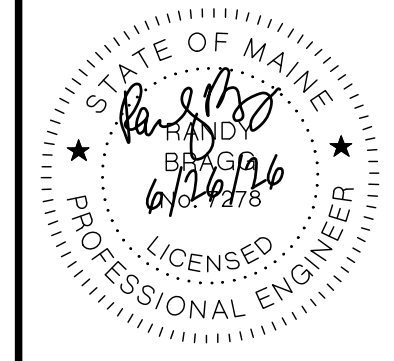
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- UNDERDRAIN PIPE SHALL BE 6" SLOTTED SCHEDULE 40 PVC OR SDR 35 UNDERDRAIN UNLESS OTHERWISE NOTED.
- LINER TO BE SEALED AT ALL PENETRATIONS.
- PROVIDE LEVEL SPREADER AT ALL OUTLETS AND EMERGENCY SPILLWAYS
- KEY LINER TO AVOID SLIDING.



CARPENTER ASSOCIATES  
CONSULTING ENGINEERS  
687 STILLWATER AVENUE • OLD TOWN • MAINE 04468

NO.	DATE	BY	REVISIONS	
			DESCRIPTION	



PENGUIS CAP INC.  
BROADWAY HEIGHTS  
BANGOR, MAINE  
SITE DETAILS

Drawn: JE  
Checked: RB  
Scale: 1" = 20'  
Date: 02-07-2024  
Project No: 2024038  
Sheet Number:

FOR REVIEW  
06.16.2026  
**C10**

CARPENTER ASSOCIATES

11361

05-20-2026

5/20/26

1,422.00

1,422.00

5/20/26

11361

CITY OF BANGOR

\$1,422.00



APPLICATION FOR BUILDING PERMIT

Tel. 207-992-4230

Date: \_\_\_\_\_

APPLICANT: Penquis CAP, Inc. PHONE: \_\_\_\_\_

ADDRESS: 262 Harlow Street, Bangor, ME 04401

AT LOCATION: Milford Street Extension, M046-032

Description of Work:

(4) Four story, 41 single bedroom dwelling units in a single building.

ESTIMATED COST: \$15M

PERMIT FEE: \_\_\_\_\_

ALL FOUNDATIONS MUST BE FIVE (5) FEET BELOW GRADE

I hereby certify that the proposed work is authorized by the owner of record and I have been authorized by the owner to make this application as his/her authorized agent. Further, that the proposed work will be done in accordance with the land Development Code and Construction Codes of the City of Bangor effective at the date of this permit.

SIGNATURE OF AGENT: \_\_\_\_\_

SIGNATURE OF OWNER: \_\_\_\_\_

APPLICANT DO NOT WRITE BELOW THIS LINE

APPROVED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

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



# APPLICATION FOR CERTIFICATE OF OCCUPANCY

Tele: 207-992-4230

Date: \_\_\_\_\_

To the Code Enforcement Officer:

Applicant: Penquis CAP, Inc.

The undersigned hereby applies for the above permit(s) for the following building or structure, or a portion of a building or structure, in accordance with the laws of the State of Maine and the Ordinances of the City of Bangor, plans and specifications herewith, or plans previously submitted in support of a related building permit application and the following information:

Address: 262 Harlow Street, Bangor, ME 04401

Application Applies To: \_\_\_\_\_ Entire Structure \_\_\_\_\_ Portion of Structure

Description of Interest of Applicant in Site, If Not Owner – (I.E. Lease, Option, Purchase and Sale Contract)  
Owner

Location: Milford Street Extension

Proposed Use of Building: \_\_\_\_\_ Last Use: \_\_\_\_\_

Description of Work:

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

### APPLICANT – PLEASE READ BEFORE SIGNING:

I hereby certify that I am the owner of record/contract, owner/leasee of the subject property, or duly authorized agent of said person, and that I am fully authorized to make this application. I hereby certify that the information set forth herein is correct to the best of my knowledge and belief. Further, this will certify that all work completed by me, or my agents, has been, or will be, completed in accordance with the Land Development Code and construction codes of the City of Bangor. Further, I understand that no Certificate of Occupancy will be issued until such time as the Building Inspector has determined that the construction is complete and in compliance with Land Development Code and construction codes of the City of Bangor. The construction codes are the International Building Code, International Residential Building Code, International Mechanical Code, National Electric Code, International Property Maintenance Code, Maine State Plumbing Code/Uniform Plumbing Code, International Energy Conservation Code (State of Maine), and Life Safety Code, in current edition as may adopted with municipal amendments from time to time.

Signature of Agent: \_\_\_\_\_ or Signature of Owner: \_\_\_\_\_

### APPLICANT – DO NOT WRITE BELOW THIS LINE

Approved: \_\_\_ Denied: \_\_\_

Code Enforcement Officer: \_\_\_\_\_

Date: \_\_\_\_\_

Development Coordinator: \_\_\_\_\_



CITY OF BANGOR  
Planning Division

**Owner-Applicant-Agent Authorization for Land Development Applications**

Project: Broadway Heights

Project Location: Milford Street Extension

Map 046 Lot 032

*I give permission to the applicant and/or agent noted below to pursue permits for the above-noted property.*

Property Owner: Penquis CAP, Inc.

Address: 262 Harlow Street, Bangor, ME 04401

Contact Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

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

Property Owner Signature: \_\_\_\_\_

*I give permission to the applicant and/or agent noted below to represent my interests on the application and to be the primary contact person for the process.*

Applicant: Penquis CAP, Inc., its successors and/or assignees

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

Phone: (\_\_\_\_) \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Agent Designation Name: Randy Bragg, P.E. - Carpenter Associates

Agent Email Address: info@carpenterassoc.com

Agent Phone: ( 207 ) 827-8001 :



STATE OF MAINE

Penobscot COUNTY

March 10, 2021

Then personally appeared the above-named Edward David, in his capacity as the Treasurer of MediMaine Real Estate Company, the General Partner of MediMaine Real Estate Limited Partnership, and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of both MediMaine Real Estate Company and MediMaine Real Estate Limited Partnership.

Before me,  
OFFICIAL  
COPY

Signature: Paul R Brown  
Name: Paul R Brown, Esq.  
Notary Public/Maine Attorney-at-Law

**EXHIBIT A**

**Certain lots or parcels of land, together with any buildings or improvements thereon, situated in Bangor, County of Penobscot, State of Maine, bounded and described as follows:**

**OFFICIAL OFFICIAL**  
**First Parcel: A certain lot or parcel of land, together with any buildings thereon, situated on the west side of Essex Street, bounded and described as follows: Beginning at the street in the south line of lot conveyed to John Brown by Joseph Kendrick by deed recorded in Penobscot County Registry of Deeds, Book 48, Page 388; thence running westerly in said line twenty-eight (28) rods and thirteen (13) links to the southwest corner of said lot; thence northerly by the west line of said lot thirty (30) rods to its northwest corner; thence easterly on its north line thirty-three (33) rods and fourteen (14) links more or less to the street; thence southerly by the street thirty (30) rods and twelve (12) links more or less to the place of beginning, containing five (5) acres and one hundred and thirty (130) rods EXCEPTING AND RESERVING, HOWEVER, the following three conveyances by the grantors in the Warranty Deed to Albert J. Cole, being namely Leroy R. Jellison and Abbie M. Jellison, to which reference is hereby made for further descriptions of said premises: (1) deed to Galen F. Veayo, dated September 28, 1951, recorded in the Penobscot County Registry of Deeds in Volume 1345, Page 254; (2) deed to Albert W. Veazie, dated September 28, 1951, recorded in said Registry, Volume 1345, Page 246; and (3) deed to Etta B. Small, dated July 21, 1952, recorded in said Registry, Volume 1370, Page 79.**

**ALSO EXCEPTING AND RESERVING, HOWEVER, the following parcel of land: Beginning at an iron bolt at the intersection of the northerly line of Milford Street Extension and the westerly line of Essex Street; thence northerly along the westerly line of Essex Street one hundred five and sixty-five one hundredths (105.65) feet to an iron bolt; thence westerly at right angles to said Essex Street one hundred thirty-four and eighteen one hundredths (134.18) feet to an iron bolt; thence northerly at right angles to the previously mentioned bound one hundred (100) feet to an iron bolt; thence westerly by an interior angle of 81° 49' one hundred twenty-eight (128) feet to an iron bolt; thence southerly by an interior angle of 98° 15' two hundred thirty-five and twenty-six one hundredths (235.26) feet to an iron bolt on the northerly side of said Milford Street Extension; thence easterly along the northerly line of Milford Street Extension two hundred sixty-five and fifty-three one hundredths (265.53) feet to the point of beginning.**

**There is excepted and reserved from the above-described parcel of land the Slope Easement acquired by the City of Bangor in its Layout of Alterations to Milford Street which is more particularly described in City Council Order 100AA passed by Bangor City Council on March 26, 1973, and recorded in Volume 2513, Pages 258 and 259-264 (at Page 262).**

**Second Parcel: A certain lot or parcel of land with the buildings thereon, situate in said Bangor, bounded and described as follows: Beginning at a point, which point is exactly at the juncture of the easterly and northerly boundary lines of a lot of land which was conveyed by Frank White, et als. to Matthew Moriarty, Jr., by deed dated December 21, 1920, and recorded in the Penobscot County Registry of Deeds, Book 933, Page 228 to which deed reference is hereby made (meaning a point at the juncture of said easterly and northerly boundary lines of said lot as**

said boundary lines are described in said deed); thence from said point easterly in a straight line, which straight line is in an exactly straight extension or continuance of the said northerly boundary line of said lot conveyed in the above-mentioned deed to Moriarity, (as same is therein described), to a point which point is in and on the easterly boundary line of the land conveyed by Eder E. Henderson to John White, by deed dated July 2, 1901, and recorded in said Registry, Book 708, Page 106, to which deed reference is hereby made; thence northerly in a straight line to a point, which point is exactly at and in the juncture of the southerly and easterly boundary lines of a lot of land conveyed by Frank White, et als. to the City of Bangor, by deed dated March 31, 1923, and recorded in said Registry, Book 901, Page 437, to which deed reference is hereby made; thence westerly in a straight line by and along the southern boundary line of land described in the last mentioned deed, to a point at the exact northeast corner of a certain lot of land conveyed to Bert A. Whitney, by deed dated August 28, 1911, and recorded in said Registry, Book 826, Page 246, to which deed reference is hereby made; thence from said last mentioned point southerly to the point begun at.

There is excepted and reserved from the above-described parcel of land the land acquired by the City of Bangor in its Layout of Alterations to Milford Street and the Slope Easement acquired by the City of Bangor, both of which are more particularly described in City Council Order 100AA, passed by Bangor City Council on March 26, 1973, and recorded in Volume 2513, Pages 258 and 259-264 (at Page 263).

There is further excepted and reserved from the above-described First Parcel and Second Parcel the portions of each respective parcel which was acquired by City of Bangor in its Layout of Alterations to Milford Street as said land is described in the Line of Milford Street, as recorded in Volume 2513, Pages 258 and 259-264 (at Pages 261-263).

**Third Parcel:** A certain lot or parcel of land with the buildings thereon situate in said Bangor and bounded and described as follows: Beginning at an iron bolt in the easterly line of the Six Mile Falls Road, commonly called Broadway, one hundred thirty-one and one-half (131 ½) feet northerly of the southerly line of the premises conveyed by Eder E. Henderson to John White dated July 2, 1901, by deed recorded in the Penobscot County Registry of Deeds in Volume 708, Page 106; thence northerly on the line of said Broadway thirty-nine (39) feet to an iron bolt; thence easterly at right angles one hundred (100) feet to an iron bolt; thence southerly parallel with the said line of Broadway thirty-nine (39) feet to an iron bolt; thence westerly parallel with said southerly line of said premises one hundred (100) feet to the place of beginning.

**Fourth Parcel:** A certain lot or parcel of land with the buildings thereon situate in said Bangor located easterly of and adjacent to the third parcel above-described, bounded and described as follows: Beginning at the northeasterly corner of the third parcel described above (said third parcel being the former homestead lot of Leslie T. Bailey on Broadway); thence in a southerly direction parallel with said Broadway and on the rear line of said third parcel thirty-nine (39) feet to the southeasterly corner of said third parcel; thence in a generally easterly direction being a continuation of the southerly sideline of said third parcel two hundred and ten (210) feet, more or less, to the generally easterly sideline of a lot of land conveyed by Eder E. Henderson to John White by deed dated July 2, 1901, recorded in Penobscot Registry of Deeds,

Volume 708, Page 106, and later conveyed by said John White to Frank White and May White by deed dated April 5, 1915, recorded in said Registry, Volume 879, Page 91, both of said deeds being referred to; thence in a generally northerly direction on and by said easterly sideline of said lot of land so conveyed by Henderson to White thirty-nine (39) feet, more or less, to a point in said line where the same is intersected by the extension in a direct course of the generally northerly sideline of said third parcel; thence in a generally westerly direction on and by said extension of said northerly sideline two hundred and ten (210) feet, more or less, to the point begun at. Hereby conveying a strip of land in the rear of the former homestead lot of said Bailey measuring thirty-nine (39) feet in width and extending back, holding the same uniform width of thirty-nine (39) feet a distance of about two hundred and ten (210) feet to the easterly sideline of said lot of land so conveyed by said Henderson to said John White. Said distance back of two hundred and ten (210) feet stated as "more or less" is by estimation solely; and said grantor are not bound by said estimated distance of two hundred and ten (210) feet, but they do convey only to the easterly sideline of said lot of land conveyed by said Henderson to said White wherever the same may be located.

**EXCEPTING AND RESERVING** herefrom a certain public right of way or footpath owned by the City of Bangor, fifty (50) feet in width at an angle across the northeasterly side of said premises, as more particularly set forth in City Plan Book No. 3, Page 71, Office of the City Engineer, in said Bangor, which Plan is hereby referred to.

**Fifth Parcel:** A certain lot or parcel of land, together with the buildings thereon, situate in said Bangor, bounded and described as follows: Beginning at an iron bolt on the easterly line of Six Mile Falls Road, commonly called Broadway, eighty-four and one-half (84 ½) feet northerly of the southerly line of the premises conveyed by Eder E. Henderson to John White, July 2, 1901, by deed recorded in Penobscot Registry of Deeds, Volume 708, Page 206; thence northerly on said line of Broadway forty-seven (47) feet to an iron bolt; thence easterly at right angles one hundred (100) feet to an iron bolt; thence southerly parallel with said Broadway forty-seven (47) feet to an iron bolt; thence westerly parallel with said southerly line of said premises one hundred (100) feet to the place of beginning.

**Sixth Parcel:** A certain lot or parcel of land together with the buildings thereon situate in Bangor, bounded and described as follows: Beginning at the northeasterly corner of the former homestead lot of Walter R. Jordan, on the Six Mile Falls Road, commonly called Broadway, extending southerly on a line parallel with Broadway forty-seven (47) feet to the southeasterly corner of said lot and extending easterly in a uniform width to the easterly line of the premises conveyed by Eder E. Henderson to John White, by deed dated June 2, 1901, and recorded in Penobscot County Registry of Deeds in Volume 708, Page 106.

**Seventh Parcel:** A certain lot or parcel of land together with the buildings thereon situate in Bangor, County of Penobscot, State of Maine, more particularly bounded and described as follows: Beginning at an iron bolt on the easterly line of the Six Mile Falls Road, commonly called Broadway, one hundred seventy and one-half (170 ½) feet northerly of the southerly line of the premises conveyed by Eder E. Henderson to John White July 2, 1901, by deed recorded in Penobscot County Registry of Deeds in Volume 708, Page 106; thence northerly on said line of Broadway, thirty-eight and three-fourths (38 ¾) feet to a granite monument in the angle of said

line of Broadway; thence easterly at right angles one hundred (100) feet to an iron bolt; thence southerly parallel with said Broadway thirty-eight and three-fourths (38 ¾) feet to an iron bolt; thence westerly parallel with said southerly line of said premises one hundred (100) feet to the place of beginning.

A N A N  
O F F I C I A L O F F I C I A L

**Eighth Parcel:** A certain lot or parcel of land together with the buildings thereon situate in Bangor, County of Penobscot, State of Maine, more particularly bounded and described as follows: Beginning at a point, which point is in and at the exact point of intersection of the southerly boundary line of that lot of land conveyed by Frank White, et als. to H. F. Tibbetts, by deed dated May 26, 1924, recorded in said Registry in Book 975, Page 32 (as said southerly boundary line is therein described) with the easterly boundary line of that lot of land conveyed by Eder E. Henderson to John White by deed dated June 2, 1901, recorded in said Registry in Book 708, Page 106 (as said easterly boundary line is therein described) reference to which two deeds is hereby made; from thence westerly in a straight line by and along the southerly boundary line of the lot conveyed by said Frank White, et als, to said H. F. Tibbetts in the first deed above referred to, to a point which point is at and in the exact northeast corner point of a certain lot of land conveyed by Matthew Moriarty, Jr., to Nealey E. Barrows, et al, by deed dated August 9, 1921, recorded in said Registry in Book 942, Page 60, (as said corner is described in said deed) reference to which deed is hereby made; from thence southerly in a straight line by and along the easterly boundary line of the lot described in said last mentioned deed (as said easterly boundary line is therein described) to a point, which point is in and at the exact southeast corner point of said lot of land described in said last mentioned deed (as said southeast corner is therein described) from thence easterly in a straight line parallel with the northerly boundary line of the land herein conveyed which is the first boundary line hereby described of the land hereby conveyed, to a point in the said easterly boundary line of said lot conveyed by Eder E. Henderson to John White, by said deed recorded in said Registry, Book 708, Page 106; thence from said point northerly in a straight line by and along said easterly boundary line of the said lot described in said last mentioned deed to the point of beginning.

Reference is made to Second Parcel, Third Parcel, Fourth Parcel, Fifth Parcel, Sixth Parcel, Seventh Parcel, Eighth Parcel and Ninth Parcel in deed from MediMaine Real Estate Company to MediMaine Real Estate Limited Partnership dated June 1, 1994, and recorded at the Penobscot County Registry of Deeds in Book 5638, Page 67.

# NARRATIVE

Penquis C.A.P., Inc. proposes to construct a 41 unit (41 bedrooms) multi-story building, on a lot on the corner of Milford Street Extension, Map 046, Lot 032, zoned M&SD for the purpose of affordable housing. The 1.04± acre property, based on the recent boundary survey, is currently mostly field/lawn, with some shrubbery/wooded areas. The site is in an area of medium density residential, commercial, and institutional developments, and has frontage on Broadway, a major arterial in Bangor.

Public utilities will service the site. A new 8" ductile iron water line from Milford Street Extension will be extended to serve the site; sewer will be gravity fed from the site to a new sewer manhole to be constructed in Milford Street Extension. Electric will proceed overhead to a riser pole underground to the building. Natural gas can be provided to the building, if necessary, from an existing line located in Milford Place Extension. Gas is not proposed to be connected at this time. As mandated by Maine Housing, this project will be designed without fossil fuels – full electric.

Traffic is not anticipated to have a negative effect on the area. Mary Snow School is located at the end of Milford Street Extension, and as is true of most school locations, for a short period on school days it can be congested. The anticipated peak trips for the proposed multi-story, 41 unit, 41 bedroom Land Use Category – Affordable Housing – ITE Land Use Code 223 projects 0.46 peak hour trips per dwelling unit. Therefore, 19 peak trips ( $41 \times 0.46 = 18.86$ ) are calculated for the project.

The entrance to the development is from Milford Street Extension, with maneuvering space for dumpster pick-up and large emergency vehicle turn around.

Twenty-one (21) parking spaces will serve the 41 units, (21) spaces are required. A total of (2) spaces are required to be Handicapped Accessible; (2) have been provided, both van accessible.

The project has a raised sidewalk along Milford Street Extension. Walkways are placed on site to allow for safe pedestrian traffic from the parking area. Pedestrian access has been added from Broadway via a set of stairs.

Electrical is available from Milford Street Extension or Broadway; exact location will be coordinated with Versant Power. A drop pole will be placed on the property and travel underground to a vault mounted transformer to serve the building. Lighting will be provided for safety and security purposes. The entrance will be lighted, as well as the parking area with pole mounted fixtures. Walkway areas near the building will be lighted building mounted wall pack fixtures. Lighting fixtures will be dark sky compliant/cutoff style and will avoid casting light onto neighboring properties. Lighting will be installed with dimming/timer controls for off hours/late night hours. These will be fitted with motion sensors for security purposes. Example of pole and building mounted fixtures are provided. Exact final selection may vary.

Sewer will be sent gravity to the public wastewater system that is to be extended along Milford Place Extension. Based on the occupancy of 41 single bedroom dwellings, we anticipate a water flow of about 3,690gpd (41 x 90gpd). The small kitchen proposed will serve 50± people and therefore add about 500gpd (includes food prep and cooking, hand dishwashing, commercial dishwasher, hand washing, & cleaning, etc.). A grease trap will be installed on all kitchen fixtures prior to discharge. Therefore, the total wastewater flow for the proposed project is estimated at 4,500gpd±.

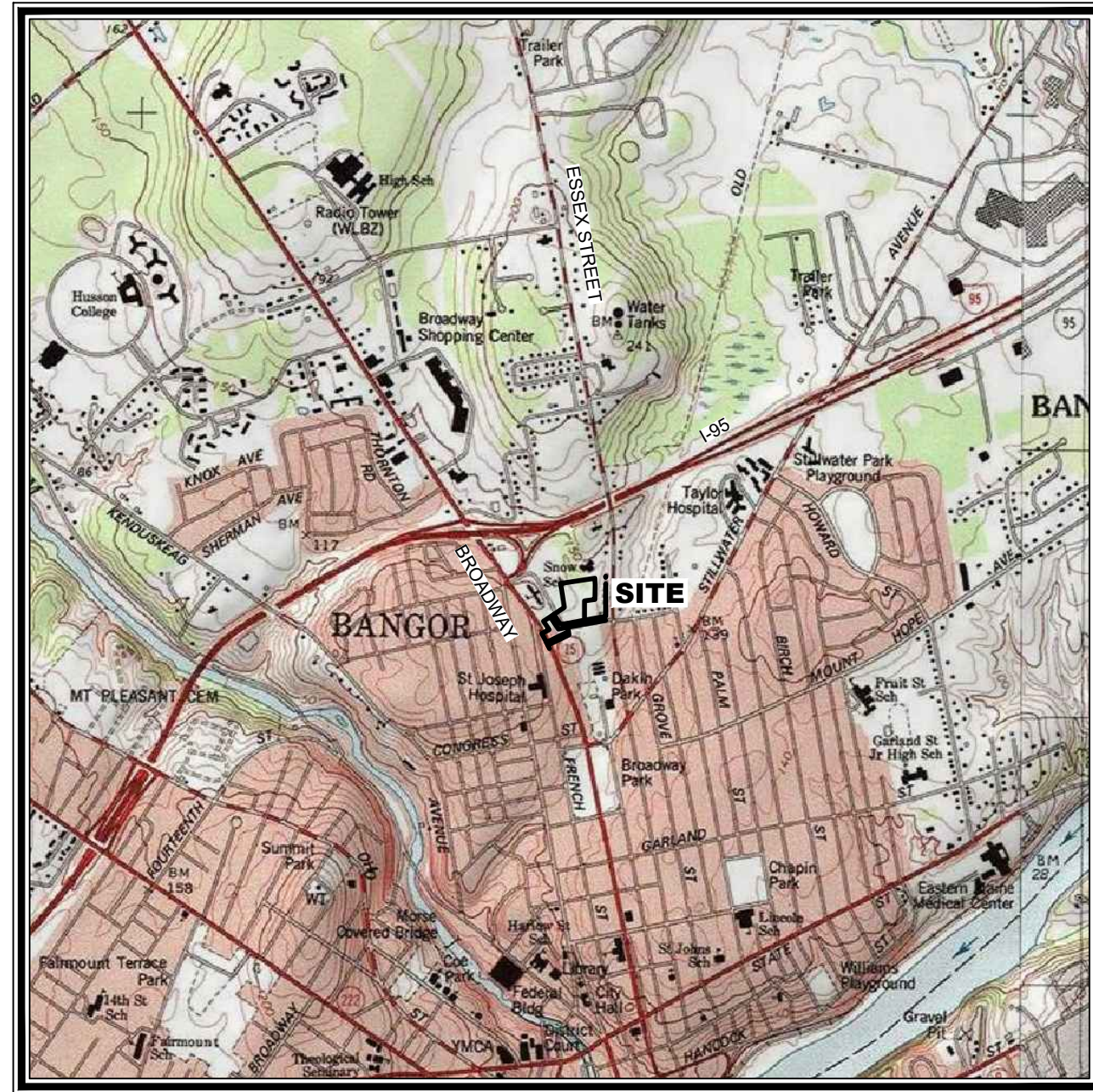
Water will be provided from an extension of the public water supply. An 8" D.I. line will be extended from the previous Milford Place project to supply both domestic water and fire flow to the building. A fire hydrant is proposed near the end of the line (this will allow for easy flushing). The end will be fitted with a gate valve such that the line could be extended further. The water main will be privately owned from the valve installed at the R.O.W. to the dead end. Bangor Water district will size the domestic water service. The domestic water demand is about 5,000gpd (about 10% higher than wastewater flows). The peak domestic flow is estimated at 150gpm. The fire demand for the building, based on past similar size buildings, is 500gpm±. All site water work will adhere to Bangor Water District Standards.

The project will handle stormwater with an underdrain soil filter. The project is not located in an urban impaired watershed and creates less and 1 acre of impervious area and does not require a Stormwater Law application. The project, however, is designed to capture and treat nearly 100% of runoff prior to discharge. Refer to Stormwater section for additional details/calculations. We do not expect a negative impact due to stormwater runoff.

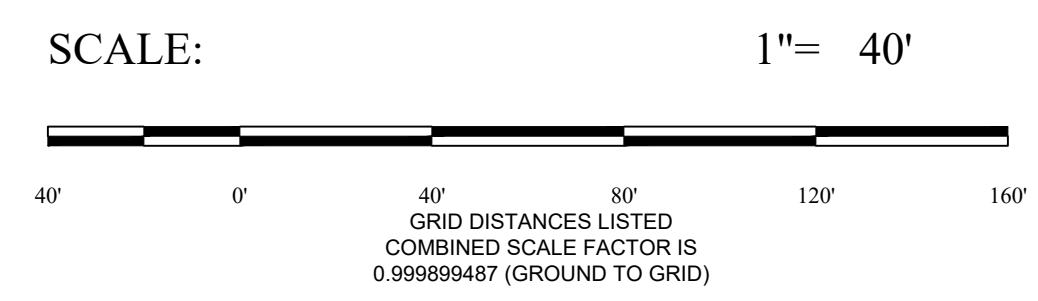
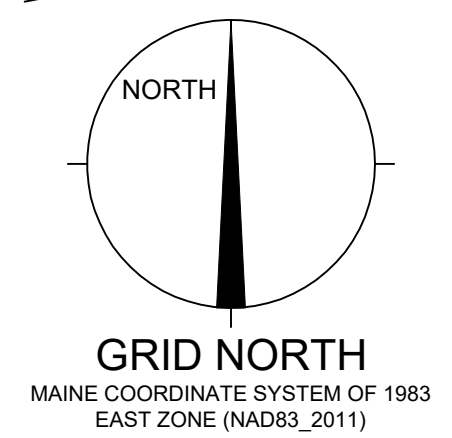
Please refer to the attached drawings and support information.

**LOCUS MAP**

SCALE: 1" = 2000'



BASE IMAGE: USGS 7.5 MINUTE SERIES QUADRANGLE



- NOTES**
- BOOK AND PAGE CITATIONS SHOWN HEREON REFER TO THE PENOBSCOT COUNTY REGISTRY OF DEEDS.
  - COORDINATES AND NORTH ORIENTATION BASED ON MAINE COORDINATE SYSTEM OF 1983, EAST ZONE, NAD83\_2011. COORDINATE VALUES SHOWN ARE IN U.S. SURVEY FEET ARE PROVIDED AS AN AID IN LOCATION. THE PHYSICAL LOCATION OF A COORDINATE LABELED POINT SUPERCEDES SAID COORDINATE VALUES.
  - SUBJECT PREMISES (AREA MAPPED) IS A PORTION OF LOTS DESCRIBED IN THE FOLLOWING DEEDS:
    - BOOK 3343, PAGE 60
    - BOOK 13214, PAGE 338.
  - MILFORD STREET EXTENSIONS IS A 50' WIDE ROAD DESCRIBED IN A CITY OF BANGOR COUNCIL ORDER RECORDED PENOBSCOT COUNTY REGISTRY OF DEEDS BOOK 2513, PAGE 259 WHICH INCLUDES ADDITIONAL GRADINGS RIGHTS (NOT SHOWN HEREON) ONTO ADJACENT LANDS DESCRIBED IN BOOK 2513, PAGE 259. SEE ALSO A RIGHT OF A FOOT PATH SHOWN ON CITY PLAN BOOK 3, PAGE 71 RECORDED IN THE CITY OF BANGOR ENGINEERING ARCHIVE.
  - UNDERGROUND UTILITIES EXIST ON THE SUBJECT PREMISES. LOCATION OF VISIBLE GROUND FEATURES FOR WATER, SEWER, COMMUNICATIONS, DRAINAGE, ELECTRICAL, AND NATURAL GAS ARE SHOWN. CALL 1-888-DIG-SAFE PRIOR TO ANY DIGGING OR GRADING.
  - VISIBLE FEATURES SHOWN HEREON WERE LOCATED ON THE GROUND BY PLISGA & DAY LAND SURVEYORS, DECEMBER 8, 2017.
  - WETLANDS SHOWN HEREON WERE DELINEATED BY ALEITA BURMAN OF BURMAN, LAND & TREE OF ORRINGTON, MAINE IN 2015.

**LEGEND**

	PEM1E	Palustrine, Emergent, Persistent Wetland (lawn) with a Seasonally Saturated Water Regime.
	PSS1E	Palustrine, Scrub-Shrub, Broad-Leaved Deciduous Wetland with a Seasonally Saturated Water Regime.
	IRON ROD, FOUND	
	IRON PIPE, FOUND	
	GRANITE/CONCRETE MONUMENT, FOUND	
	LIGHT POLE/LAMP	
	UTILITY POLE	
	POLE ANCHOR	
	MANHOLE	
	SEWER MANHOLE	
	SIGN	
	WATER HYDRANT	
	WATER SHUT-OFF	
	BPP	BLACK PLASTIC PIPE
	CMP	CORRUGATED METAL PIPE
	CONIFEROUS TREE	
	DECIDUOUS TREE	
	OVERHEAD WIRES	
	CURBING	
	EDGE OF GRAVEL / PAVEMENT	
	FENCE	
	SANITARY SEWER	
	DITCH	
	ADJOINER	
	EASEMENT	
	HISTORIC LOT LINE	
	BOUNDARY LINE	

**SURVEY STANDARD**

THIS PLAN WAS PREPARED FROM INFORMATION OBTAINED BY A SURVEY CONFORMING SUBSTANTIALLY TO THE REQUIREMENTS OF TECHNICAL STANDARDS CONTAINED IN CHAPTER 90, PART 2, OF THE RULES OF THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, EFFECTIVE APRIL 1, 2001.

**JONATHAN M. STEWART**  
NO. 2327

JONATHAN M. STEWART, MAINE LICENSED PROFESSIONAL LAND SURVEYOR NO. 2327

**SHEET TITLE**

**EXISTING CONDITIONS SURVEY**  
SHOWING BOUNDARY AND TOPOGRAPHY OF

**MILFORD LOTS**  
MILFORD STREET EXTENSION  
BANGOR, MAINE

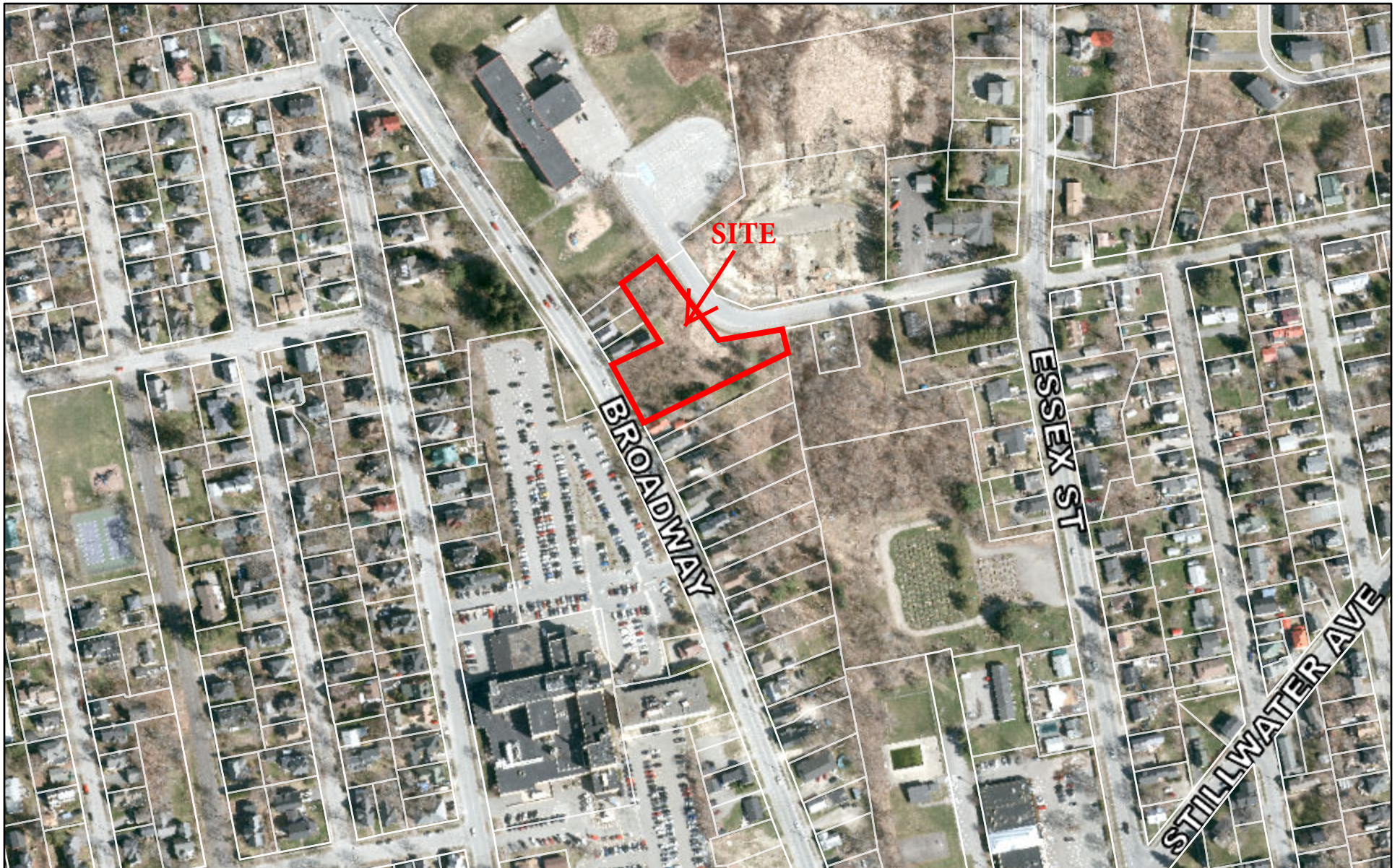
PENOBSCOT COUNTY REGISTRY OF DEEDS  
BOOK 3326, PAGE 147 (PORTION)  
BOOK 3343, PAGE 60 (PORTION)  
BOOK 13214, PAGE 338

FOR  
**CARPENTER ASSOCIATES**

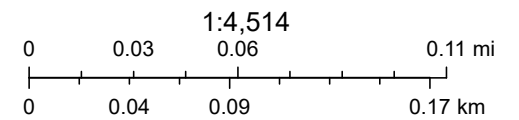
<b>PLISGA &amp; DAY</b> LAND SURVEYORS 72 MAIN STREET BANGOR, ME 04401 (207) 947-0019 www.WeMapIt.com	DWG: 76016_2020.dwg	SHEET: <b>1</b> OF 1
	DATE: APRIL 6, 2020	
	SCALE: 1"=40'	

POINT OF BEGINNING OF LAND FROM EDER E. HENDERSON TO JOHN WHITE, JULY 2, 1901 DESCRIBED IN A DEED RECORDED IN THE PENOBSCOT COUNTY REGISTRY OF DEEDS BOOK 706, PAGE 106

# Penquis - M046 L032



2/11/2026, 9:58:28 AM



# **PROOF OF INTEREST**

N O T  
A N  
O F F I C I A L  
C O P Y

N O T  
A N  
O F F I C I A L  
C O P Y

**QUITCLAIM DEED WITH COVENANT**

A N  
O F F I C I A L  
**MEDIMAINE REAL ESTATE LIMITED PARTNERSHIP**, a Maine limited  
C O P Y

partnership with a mailing address of 30 Eastward, Rockport, Maine, 04856, for consideration paid, grants to **PENQUIS C.A.P., INC.**, a Maine non-profit corporation with a mailing address of 262 Harlow Street, Bangor, Maine, 04401, with Quitclaim Covenant, the land, together with any buildings or improvements thereon, situated in the City of Bangor, County of Penobscot, State of Maine bounded and described as follows:

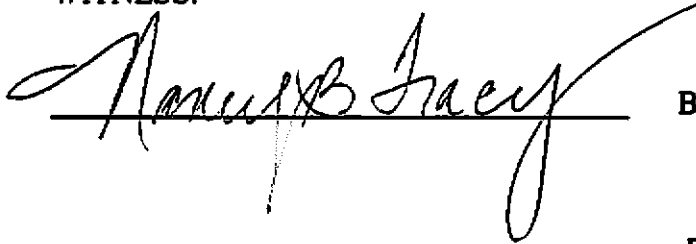
**See attached Exhibit A.**

Being a portion of the premises described in the deed from MediMaine Real Estate Company to MediMaine Real Estate Limited Partnership dated June 1, 1994, and recorded at the Penobscot County Registry of Deeds in Book 5638, Page 67.

This conveyance is made subject to all easements, outconveyances, and other matters of record. Any and all rights, easements, and appurtenances belonging to the granted estate are hereby conveyed.

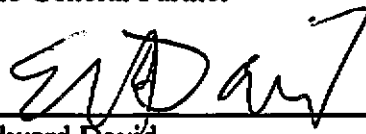
IN WITNESS WHEREOF, Edward David, the Treasurer of MediMaine Real Estate Company, the General Partner of MediMaine Real Estate Limited Partnership, has set his hand and seal this 10<sup>th</sup> day of March, 2021.

WITNESS:

  
\_\_\_\_\_

**MEDIMAINE REAL ESTATE LIMITED PARTNERSHIP**

By: MediMaine Real Estate Company  
The General Partner

By:   
\_\_\_\_\_ Edward David  
Its: Treasurer  
Duly Authorized

STATE OF MAINE

Penobscot COUNTY

March 10, 2021

Then personally appeared the above-named Edward David, in his capacity as the Treasurer of MediMaine Real Estate Company, the General Partner of MediMaine Real Estate Limited Partnership, and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of both MediMaine Real Estate Company and MediMaine Real Estate Limited Partnership.

Before me,  
OFFICIAL  
COPY

Signature of Notary Public  
Name: Paul R Brown, Esq.  
Notary Public/Maine Attorney-at-Law

**EXHIBIT A**

**Certain lots or parcels of land, together with any buildings or improvements thereon, situated in Bangor, County of Penobscot, State of Maine, bounded and described as follows:**

**OFFICIAL OFFICIAL**  
**First Parcel: A certain lot or parcel of land, together with any buildings thereon, situated on the west side of Essex Street, bounded and described as follows: Beginning at the street in the south line of lot conveyed to John Brown by Joseph Kendrick by deed recorded in Penobscot County Registry of Deeds, Book 48, Page 388; thence running westerly in said line twenty-eight (28) rods and thirteen (13) links to the southwest corner of said lot; thence northerly by the west line of said lot thirty (30) rods to its northwest corner; thence easterly on its north line thirty-three (33) rods and fourteen (14) links more or less to the street; thence southerly by the street thirty (30) rods and twelve (12) links more or less to the place of beginning, containing five (5) acres and one hundred and thirty (130) rods EXCEPTING AND RESERVING, HOWEVER, the following three conveyances by the grantors in the Warranty Deed to Albert J. Cole, being namely Leroy R. Jellison and Abbie M. Jellison, to which reference is hereby made for further descriptions of said premises: (1) deed to Galen F. Veayo, dated September 28, 1951, recorded in the Penobscot County Registry of Deeds in Volume 1345, Page 254; (2) deed to Albert W. Veazie, dated September 28, 1951, recorded in said Registry, Volume 1345, Page 246; and (3) deed to Etta B. Small, dated July 21, 1952, recorded in said Registry, Volume 1370, Page 79.**

**ALSO EXCEPTING AND RESERVING, HOWEVER, the following parcel of land: Beginning at an iron bolt at the intersection of the northerly line of Milford Street Extension and the westerly line of Essex Street; thence northerly along the westerly line of Essex Street one hundred five and sixty-five one hundredths (105.65) feet to an iron bolt; thence westerly at right angles to said Essex Street one hundred thirty-four and eighteen one hundredths (134.18) feet to an iron bolt; thence northerly at right angles to the previously mentioned bound one hundred (100) feet to an iron bolt; thence westerly by an interior angle of 81° 49' one hundred twenty-eight (128) feet to an iron bolt; thence southerly by an interior angle of 98° 15' two hundred thirty-five and twenty-six one hundredths (235.26) feet to an iron bolt on the northerly side of said Milford Street Extension; thence easterly along the northerly line of Milford Street Extension two hundred sixty-five and fifty-three one hundredths (265.53) feet to the point of beginning.**

**There is excepted and reserved from the above-described parcel of land the Slope Easement acquired by the City of Bangor in its Layout of Alterations to Milford Street which is more particularly described in City Council Order 100AA passed by Bangor City Council on March 26, 1973, and recorded in Volume 2513, Pages 258 and 259-264 (at Page 262).**

**Second Parcel: A certain lot or parcel of land with the buildings thereon, situate in said Bangor, bounded and described as follows: Beginning at a point, which point is exactly at the juncture of the easterly and northerly boundary lines of a lot of land which was conveyed by Frank White, et als. to Matthew Moriarty, Jr., by deed dated December 21, 1920, and recorded in the Penobscot County Registry of Deeds, Book 933, Page 228 to which deed reference is hereby made (meaning a point at the juncture of said easterly and northerly boundary lines of said lot as**

said boundary lines are described in said deed); thence from said point easterly in a straight line, which straight line is in an exactly straight extension or continuance of the said northerly boundary line of said lot conveyed in the above-mentioned deed to Moriarity, (as same is therein described), to a point which point is in and on the easterly boundary line of the land conveyed by Eder E. Henderson to John White, by deed dated July 2, 1901, and recorded in said Registry, Book 708, Page 106, to which deed reference is hereby made; thence northerly in a straight line to a point, which point is exactly at and in the juncture of the southerly and easterly boundary lines of a lot of land conveyed by Frank White, et als. to the City of Bangor, by deed dated March 31, 1923, and recorded in said Registry, Book 901, Page 437, to which deed reference is hereby made; thence westerly in a straight line by and along the southern boundary line of land described in the last mentioned deed, to a point at the exact northeast corner of a certain lot of land conveyed to Bert A. Whitney, by deed dated August 28, 1911, and recorded in said Registry, Book 826, Page 246, to which deed reference is hereby made; thence from said last mentioned point southerly to the point begun at.

There is excepted and reserved from the above-described parcel of land the land acquired by the City of Bangor in its Layout of Alterations to Milford Street and the Slope Easement acquired by the City of Bangor, both of which are more particularly described in City Council Order 100AA, passed by Bangor City Council on March 26, 1973, and recorded in Volume 2513, Pages 258 and 259-264 (at Page 263).

There is further excepted and reserved from the above-described First Parcel and Second Parcel the portions of each respective parcel which was acquired by City of Bangor in its Layout of Alterations to Milford Street as said land is described in the Line of Milford Street, as recorded in Volume 2513, Pages 258 and 259-264 (at Pages 261-263).

**Third Parcel:** A certain lot or parcel of land with the buildings thereon situate in said Bangor and bounded and described as follows: Beginning at an iron bolt in the easterly line of the Six Mile Falls Road, commonly called Broadway, one hundred thirty-one and one-half ( $131\frac{1}{2}$ ) feet northerly of the southerly line of the premises conveyed by Eder E. Henderson to John White dated July 2, 1901, by deed recorded in the Penobscot County Registry of Deeds in Volume 708, Page 106; thence northerly on the line of said Broadway thirty-nine (39) feet to an iron bolt; thence easterly at right angles one hundred (100) feet to an iron bolt; thence southerly parallel with the said line of Broadway thirty-nine (39) feet to an iron bolt; thence westerly parallel with said southerly line of said premises one hundred (100) feet to the place of beginning.

**Fourth Parcel:** A certain lot or parcel of land with the buildings thereon situate in said Bangor located easterly of and adjacent to the third parcel above-described, bounded and described as follows: Beginning at the northeasterly corner of the third parcel described above (said third parcel being the former homestead lot of Leslie T. Bailey on Broadway); thence in a southerly direction parallel with said Broadway and on the rear line of said third parcel thirty-nine (39) feet to the southeasterly corner of said third parcel; thence in a generally easterly direction being a continuation of the southerly sideline of said third parcel two hundred and ten (210) feet, more or less, to the generally easterly sideline of a lot of land conveyed by Eder E. Henderson to John White by deed dated July 2, 1901, recorded in Penobscot Registry of Deeds,

Volume 708, Page 106, and later conveyed by said John White to Frank White and May White by deed dated April 5, 1915, recorded in said Registry, Volume 879, Page 91, both of said deeds being referred to; thence in a generally northerly direction on and by said easterly sideline of said lot of land so conveyed by Henderson to White thirty-nine (39) feet, more or less, to a point in said line where the same is intersected by the extension in a direct course of the generally northerly sideline of said third parcel; thence in a generally westerly direction on and by said extension of said northerly sideline two hundred and ten (210) feet, more or less, to the point begun at. Hereby conveying a strip of land in the rear of the former homestead lot of said Bailey measuring thirty-nine (39) feet in width and extending back, holding the same uniform width of thirty-nine (39) feet a distance of about two hundred and ten (210) feet to the easterly sideline of said lot of land so conveyed by said Henderson to said John White. Said distance back of two hundred and ten (210) feet stated as "more or less" is by estimation solely; and said grantor are not bound by said estimated distance of two hundred and ten (210) feet, but they do convey only to the easterly sideline of said lot of land conveyed by said Henderson to said White wherever the same may be located.

**EXCEPTING AND RESERVING** herefrom a certain public right of way or footpath owned by the City of Bangor, fifty (50) feet in width at an angle across the northeasterly side of said premises, as more particularly set forth in City Plan Book No. 3, Page 71, Office of the City Engineer, in said Bangor, which Plan is hereby referred to.

**Fifth Parcel:** A certain lot or parcel of land, together with the buildings thereon, situate in said Bangor, bounded and described as follows: Beginning at an iron bolt on the easterly line of Six Mile Falls Road, commonly called Broadway, eighty-four and one-half (84 ½) feet northerly of the southerly line of the premises conveyed by Eder E. Henderson to John White, July 2, 1901, by deed recorded in Penobscot Registry of Deeds, Volume 708, Page 206; thence northerly on said line of Broadway forty-seven (47) feet to an iron bolt; thence easterly at right angles one hundred (100) feet to an iron bolt; thence southerly parallel with said Broadway forty-seven (47) feet to an iron bolt; thence westerly parallel with said southerly line of said premises one hundred (100) feet to the place of beginning.

**Sixth Parcel:** A certain lot or parcel of land together with the buildings thereon situate in Bangor, bounded and described as follows: Beginning at the northeasterly corner of the former homestead lot of Walter R. Jordan, on the Six Mile Falls Road, commonly called Broadway, extending southerly on a line parallel with Broadway forty-seven (47) feet to the southeasterly corner of said lot and extending easterly in a uniform width to the easterly line of the premises conveyed by Eder E. Henderson to John White, by deed dated June 2, 1901, and recorded in Penobscot County Registry of Deeds in Volume 708, Page 106.

**Seventh Parcel:** A certain lot or parcel of land together with the buildings thereon situate in Bangor, County of Penobscot, State of Maine, more particularly bounded and described as follows: Beginning at an iron bolt on the easterly line of the Six Mile Falls Road, commonly called Broadway, one hundred seventy and one-half (170 ½) feet northerly of the southerly line of the premises conveyed by Eder E. Henderson to John White July 2, 1901, by deed recorded in Penobscot County Registry of Deeds in Volume 708, Page 106; thence northerly on said line of Broadway, thirty-eight and three-fourths (38 ¾) feet to a granite monument in the angle of said

line of Broadway; thence easterly at right angles one hundred (100) feet to an iron bolt; thence southerly parallel with said Broadway thirty-eight and three-fourths (38 ¾) feet to an iron bolt; thence westerly parallel with said southerly line of said premises one hundred (100) feet to the place of beginning.

A N A N  
O F F I C I A L O F F I C I A L

**Eighth Parcel:** A certain lot or parcel of land together with the buildings thereon situate in Bangor, County of Penobscot, State of Maine, more particularly bounded and described as follows: Beginning at a point, which point is in and at the exact point of intersection of the southerly boundary line of that lot of land conveyed by Frank White, et als. to H. F. Tibbetts, by deed dated May 26, 1924, recorded in said Registry in Book 975, Page 32 (as said southerly boundary line is therein described) with the easterly boundary line of that lot of land conveyed by Eder E. Henderson to John White by deed dated June 2, 1901, recorded in said Registry in Book 708, Page 106 (as said easterly boundary line is therein described) reference to which two deeds is hereby made; from thence westerly in a straight line by and along the southerly boundary line of the lot conveyed by said Frank White, et als, to said H. F. Tibbetts in the first deed above referred to, to a point which point is at and in the exact northeast corner point of a certain lot of land conveyed by Matthew Moriarty, Jr., to Nealey E. Barrows, et al, by deed dated August 9, 1921, recorded in said Registry in Book 942, Page 60, (as said corner is described in said deed) reference to which deed is hereby made; from thence southerly in a straight line by and along the easterly boundary line of the lot described in said last mentioned deed (as said easterly boundary line is therein described) to a point, which point is in and at the exact southeast corner point of said lot of land described in said last mentioned deed (as said southeast corner is therein described) from thence easterly in a straight line parallel with the northerly boundary line of the land herein conveyed which is the first boundary line hereby described of the land hereby conveyed, to a point in the said easterly boundary line of said lot conveyed by Eder E. Henderson to John White, by said deed recorded in said Registry, Book 708, Page 106; thence from said point northerly in a straight line by and along said easterly boundary line of the said lot described in said last mentioned deed to the point of beginning.

Reference is made to Second Parcel, Third Parcel, Fourth Parcel, Fifth Parcel, Sixth Parcel, Seventh Parcel, Eighth Parcel and Ninth Parcel in deed from MediMaine Real Estate Company to MediMaine Real Estate Limited Partnership dated June 1, 1994, and recorded at the Penobscot County Registry of Deeds in Book 5638, Page 67.

# FINANCIAL ABILITY

Penquis CAP, Inc. is working on a 9% LITC pre-application. This project will be funded with funds awarded from Maine Housing.

# TECHNICAL ABILITY

Penquis C.A.P., Inc. has successfully developed many housing projects throughout the Bangor area. The following local professionals, who have worked with Penquis on numerous projects, have been retained for development of this project:

Carpenter Associates  
Consulting Engineers  
687 Stillwater Avenue  
Old Town, ME 04468

TAC Architectural Group  
40 Summer Street, Suite 4  
Bangor, ME 04401

Plisga & Day  
72 Main Street  
Bangor, ME 04401

Watershed Resource Consultants, LLC  
PO Box 294  
Brewer, ME 04412

# STORMWATER NARRATIVE

It is proposed to develop approximately 1.04± acres of land located in Bangor (M046, Lot 032), on Milford Street Extension for the purpose of providing affordable housing. The 1.04± acre property is generally bounded by Milford Street Extension; Broadway to the west; Mary Snow School to the north; URD-1 residential properties; and a small easterly boundary shared by the City of Bangor. The property is currently undeveloped and vegetated with grass, shrubs and a few trees. Current runoff is directed to the southeast portion of the property, near the outlet of a large culvert crossing Milford Place Extension.

The proposed project creates approximately 21,181± (0.49± acres) of impervious area, leaving about 24,199sf ± grass, and the remaining returning to natural condition. Since this project is not located in the watershed of an urban impaired waterbody, no stormwater law permit is required, however the project proposes to collect and treat 100% impervious area (21,181sf±) and 24,199sf± grass area with an underdrained soil filter. The control volume needed is calculated as

$$CV_{\text{required}} = 21,181 \times \frac{1}{12} + 24,199 \times \frac{0.4}{12} = 2572\text{cf}$$

The actual CV proposed is 2,692cf

$$2,692\text{cf} > 2,572\text{cf} \checkmark\checkmark \text{ good}$$

The 5% + 2% check shows

$$(9,850 + 11,331) 0.05 + (24,199) 0.02 = 1,543\text{sf}$$

USF plan area is 2,347sf

$$2,347 > 1543 \checkmark\checkmark \text{ good}$$

The emergency spillway is set at ELEV 132.00 (1' depth max) and normally outlets via a 6" PVC rippapped outlet near the easterly boundary.

# CARPENTER ASSOCIATES

## CONSULTING ENGINEERS

687 STILLWATER AVENUE OLD TOWN MAINE 04468

Subject: PENQUIS BROADWAY HEIGHTS SITE PLAN Job No.: 2024038

Computation: IMPERVIOUS AREAS

Computed by: JE Checked by: RB Date: 06/08/2026

### TOTAL AREA:

TOTAL = 45,380 SF.±

### WETLAND AREA:

DISTURBED = 4,238 SF.±

### AREA 1:

BUILDING = 9,850 SF.±  
PAVEMENT = 11,331 SF.±  
GRASS = 24,199 SF.±  
TOTAL = 45,380 SF.±

### USF-1:

ELEV 131.00 = 2,347 SF.±  
ELEV 132.00 = 3,036 SF.±



# CARPENTER ASSOCIATES

CONSULTING ENGINEERS

687 STILLWATER AVENUE OLD TOWN MAINE 04468

Subject Penguin's Broadway Heights Job No. 2024038  
Computation Stormwater Calc's - revised  
Computed by R.B. Checked by \_\_\_\_\_ Date 6/12/26

## USF-1

Building = 9850 sf  
Pavement = 11,331 sf  
Grass = 24,199 sf  
TOTAL = 45,380 sf = 1.04 acres

$$CV_{req'd} = (9850 + 11,331) \frac{1}{12} + (24,199) \frac{0.7}{12} = 2572 \text{ cf}$$

## USF-1

ELEV

131.00

Area (sf)

2347

132.00

3,036

> 2,692 cf

2,692 > 2,572 ✓ good!

## 5% + 2% Check

$$(9850 + 11,331) 0.05 + (24,199) 0.02$$

$$1059 + 484 = 1543$$

USF-1 plan area @ EL = 131.00 → 2347 sf

2347 > 1543 ✓ good!

# SEWER

Sewer will be sent gravity to the public wastewater system that is to be extended along Milford Place Extension. Based on the occupancy of 41 single bedroom dwellings, we anticipate a water flow of about 3,690gpd (41 x 90gpd). The small kitchen proposed will serve 50± people and therefore add about 500gpd (includes food prep and cooking, hand dishwashing, commercial dishwasher, hand washing, & cleaning, etc.). A grease trap will be installed on all kitchen fixtures prior to discharge. Therefore, the total wastewater flow for the proposed project is estimated at 4,500gpd±.

# **WATER**

Water will be provided from an extension of the public water supply. An 8" D.I. line will be extended from the previous Milford Place project to supply both domestic water and fire flow to the building. A fire hydrant is proposed near the end of the line (this will allow for easy flushing). The end will be fitted with a gate valve such that the line could be extended further. The domestic water demand is about 5,000gpd (about 10% higher than wastewater flows). The peak domestic flow is estimated at 150gpm. The fire demand for the building, based on past similar size buildings, is 500gpm±.

# **ELECTRICAL**

Electrical is available from Milford Street Extension or Broadway. A drop pole will be placed on the property and travel underground to a vault mounted transformer to serve the building. Lighting will be provided for safety and security purposes. The entrance will be lighted, as well as the parking area with pole mounted fixtures. Walkways areas near the building will be lighted building mounted wall pack fixtures. Lighting fixtures will be dark sky compliant/cutoff style and will avoid casting light into neighboring properties. Lighting will be installed with dimming/timer controls for off hours/late night hours. These will be fitted with motion sensors for security purposes. Example of pole and building mounted fixtures are provided. Exact final selection may vary.

# CL1 LED

## Cimarron LED Series

RECTANGULAR LUMINAIRES



### FEATURES

- Stylish vertically finned die-cast solid top housing and lower heat sink optimize heat dissipation;
- Isolated electrical compartment with integral heat sinking for cooler operation and longer driver life
- Drivers have greater than 90% power factor and less than 20% THD
- Optional continuous dimming to 10% or dual circuitry available
- Automatic thermal self protection
- Surge protection standard
- 60,000 hours life (L90 @ 40°C)\*
- Shipped with upswept or straight arm for uniform look and ease of installation
- -30 deg C to 40 deg C ambient operation
- Lektrocote TGIC polyester powder coat finish
- 3000K, 80 CRI; 4200K, 70 CRI; 5100K, 67 CRI
- New stainless steel bezel (Dec 2013)
- Choice of 3 high brightness LED configurations with individual acrylic lenses aimed to produce IES type II, III, IV and V distributions
  - Backlight control option reduces spill light behind pole by 85%, doesn't change fixture appearance or EPA
- Features exclusive wiHUBB technology
  - Wireless system for On/Off and 0-10VDC continuous dimming control to 10% light output
  - Programmable autonomous operation
- IP65
- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations
  - Increased lumen output with use of 1050mA driver (90L only)
- DesignLights Consortium qualified
- New turtle friendly Amber available

### ORDERING INFORMATION



SERIES	NO. OF LEDs	VOLTAGE	CCT	DRIVE CURRENT	OPTIONS
CL1 Cimarron LED	90L 90 High brightness LEDs 60L 60 High brightness LEDs 30L 30 High brightness LEDs	U <sup>3</sup> Universal 120V-277V, 50/60 Hz 1 <sup>7</sup> 120V 2 <sup>7</sup> 208V 3 <sup>7</sup> 240V 4 <sup>7</sup> 277V 5 480V, 60 Hz F 347V, 60 Hz E <sup>4</sup> 220V, 50 Hz	3K 3000K, 80CRI 4K 4200K, 70CRI 5K 5100K, 67CRI AM <sup>10</sup> Amber (590 nm available for "Turtle Friendly" applications (consult factory))	Leave blank for 700mA (standard) 035 350mA Amber CCT only 105 1050mA (use with 90L only for higher lumen output)	BC <sup>6</sup> Backlight control BL <sup>1,2,5</sup> Bi-level control CD <sup>2</sup> Continuous dimming WB Wall bracket RPA <sup>3</sup> 3" Round pole adapter RPA <sup>4</sup> 4" Round pole adapter RPA <sup>5</sup> 5" Round pole adapter RPA <sup>6</sup> 6" Round pole adapter F(X) <sup>3,4</sup> Fusing (replace X with voltage: 1-120V, 2-208V, 3-240V, 4-277V, 5-480V, 6-347V)

#### MOUNTING

A	Arm mount construction (6" straight rigid arm included & acceptable for 90° configurations)
AD	Decorative arm mount const. (6" decorative upswept arm incl. & acceptable for 90° configurations)
MAF	Mast arm fitter for mounting to standard 2 3/8" mast arm bracket, includes 6" straight rigid arm

- Notes: 1 For BL option 90L and 60L; N/A 347V & 480V  
 2 BL, CD and or WIH cannot be combined  
 3 Fuse option not available with universal voltage  
 4 Select F3 fusing option for 220V  
 5 Photocell receptacle not available with BL or WIH options  
 6 Recommended for Type II, III or Type IV distributions only  
 7 Replace XX with color designation (see below)  
 8 Direct pole mount only, not compatible with tenon adapters  
 9 Bezel changed to stainless steel as standard Dec. 1 2013  
 10 Available in 350mA drive current only, Type IV, 5m only

#### DISTRIBUTION

2	Type II
3	Type III
4	Type IV
5S	Type V Short
5M	Type V Medium
5W	Type V Wide

#### COLOR

DB	Dark Bronze
BL	Black
WH	White
GR	Gray
PS	Platinum Silver
RD	Red (premium color)
FG	Forest Green (premium color)
CC	Custom Color

#### MOTION CONTROL OPTIONS

SCO	No light output when no motion detected / On/Off control
SCP	Programmable motion control, factory default is 50%

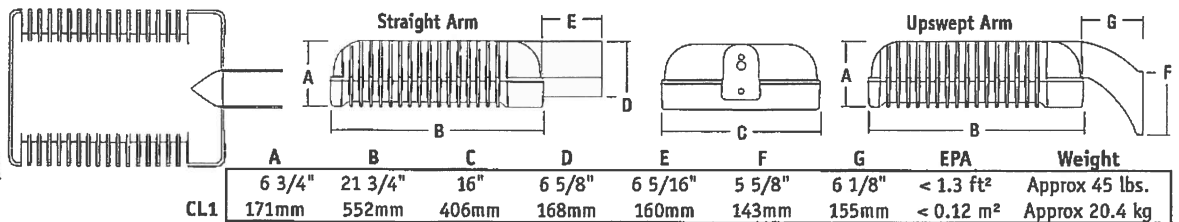
#### ENERGY DATA

Power Factor	>.9
Total Harmonic Distortion	<20%

ACCESSORIES SEE PAGE: 157  
 \*Projected per IESNA TM-21-11

NOTE: All poles to be drilled with #2 pattern

### DIMENSIONS



# CL1 LED

## Cimarron LED Series

RECTANGULAR LUMINAIRES

### PERFORMANCE INFORMATION

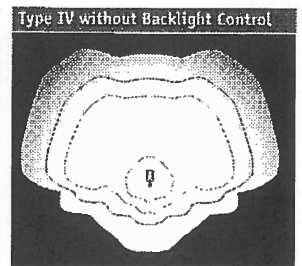
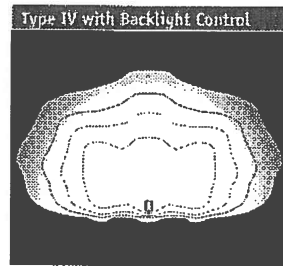
Series Number	Equivalency		Delivered Lumens						System Watts		Lumens Per Watt	CCT	Drivers/Current
	MH	HPS	Type 2	Type 3	Type 4	Type 5M	Type 5S	Type 5W	120V-277V	347V-480V			
CL1-30L-3K	175w	150w	4,606	4,668	4,686	4,858	4,902	4,601	70	87	70	3000K	2@700mA
CL1-60L-3K	250w	150w	9,013	9,175	9,216	9,409	9,461	8,844	140	157	68	3000K	4@700mA
CL1-90L-3K	320w	200w	13,360	13,601	13,575	13,923	14,004	13,902	210	227	66	3000K	6@700mA
CL1-90L-3K-10S	400w	250w	17,645	17,612	17,469	17,950	18,271	17,330	336	363	54	3000K	6@1050mA
CL1-30L-4K	250w	250w	6,089	6,109	6,104	6,417	6,439	6,046	70	87	92	4200K	2@700mA
CL1-60L-4K	320w	400w	11,583	11,468	12,036	12,038	12,581	11,807	140	157	95	4200K	4@700mA
CL1-90L-4K	400w	400w	17,143	16,973	17,648	18,521	20,220	17,394	210	227	98	4200K	6@700mA
CL1-90L-4K-10S	750w	750w	23,896	23,912	24,199	24,583	25,357	23,128	336	363	80	4200K	6@1050mA
CL1-30L-5K	250w	250w	6,384	6,164	6,641	7,108	6,999	6,619	70	87	101	5100K	2@700mA
CL1-60L-5K	320w	400w	13,300	12,842	13,125	13,185	13,675	12,954	140	157	95	5100K	4@700mA
CL1-90L-5K	400w	400w	19,684	19,006	19,202	20,592	19,610	18,973	210	227	98	5100K	6@700mA
CL1-90L-5K-10S	750w	750w	26,974	25,351	26,548	25,793	27,445	25,195	336	363	80	5100K	6@1050mA

# ECL1PSE

## Backlight Control

For those LED projects that require minimal light behind the pole, Spaulding Lighting has a solution – ECL1PSE Backlight Control. This unique system, designed specifically for LED lighting, will virtually eliminate the light spill behind the pole and is available on Cimarron LED CL1 and CL1S models. (See CL1 and CL1S page(s) for ordering information)

- Reduce light 85% behind the pole – industry leading performance
- No change to fixture appearance or EPA
- Achieves impressive Backlight-Uplight-Glare (BUG) rating
- Neighbor-friendly lighting
- 2012 IES Progress Report Award winner



### ORDERING INFORMATION – SEE CIMMARRON CL1 AND CL1S ORDERING OPTIONS



OPTIONS

BC. Backlight control

# Laredo LMC

## Medium-Size Wallpack

Laredo 30 LED medium size wallpack offers both wide spacing and excellent uniformity. The 30 LED unit is available in lumen packages ideal for mounting heights from 12 to 18 feet; providing spacings of up to five times the mounting height. The 30 LED unit is available in a Type II, III or forward throw Type IV beam.

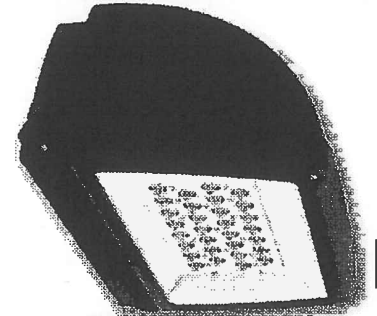
The fixture is constructed of durable die-cast aluminum housing and door. The Laredo features a quick-mount adapter that allows installation without ever opening the fixture. Save on installation time, fixture maintenance and energy!

### LMC-30LU Egress Wallpack:

Designed to meet strict 1fc minimum requirements. At 12ft mounting height 1fc covers 16x16ft area, well beyond the 10x10ft standard. 43.5w - 350mA drives 30LEDs at 2700 lumens at full power/ 2046 average lumens in battery mode. Outer clear impact resistant glass lens protects LED lenses. No uplight, external test button quick mount, wet location listed.

### APPLICATIONS

Zero uplight, IDA compliant perimeter lighting. Listed to UL1598 for use in wet locations when mounted aimed down.



### ORDERING INFORMATION - STANDARD CONFIGURATIONS

SERIES	NUMBER OF LEDS/SOURCE/VOLTAGE	CCT	BES DISTRIBUTION	DRIVE CURRENT	FINISH	OPTIONS
LMC Laredo Medium Cut-off	30LU 30 LEDs, Universal voltage 120-277V 30LF 30 LEDs, 347V	3K 3000K nominal, 80 CRI 4K 4200K nominal, 70 CRI 5K 5100K nominal, 67 CRI	2 Type II 3 Type III 4 Type IV (Forward throw)	BLANK Std. is 700mA 035 350mA	1 Bronze 2 Black 3 Gray 4 White 5 Platinum	PC(X) <sup>1</sup> Photocontrol WIH In fixture wireless control module

1 PC(X) Replace X with 1-120V, 2-208V, 3-240V, 4-277V

### PERFORMANCE INFORMATION

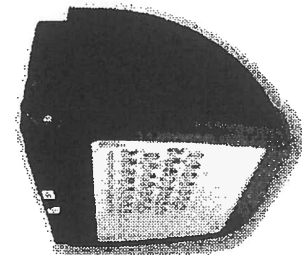
Series Number	Efficiency			Delivered Lumens	System Watts	Lumens Per Watt	Mounting Height	CCT	Voltage	Drivers/Current
	MH	HPS	lm							
LMC-30L	250w	250w	2x42w+	6,023	71.7	84	15-18 ft.	5100K	120-277V	2@700mA
LMC-30L-035	150w+	150w+	2x42w+	3,448	35.4	97.4	12-15 ft.	5100K	120-277V	1@350mA

### ACCESSORIES/REPLACEMENT PARTS - Order Separately

Catalog Number	Description
LMC-SPC	Polycarbonate shield
PBT-1	120V button photocontrol
PBT-234	208/240/277V button photocontrol
93044764	40w, 700mA, 120-277V, 0-10V dimming driver
93022563	10 KVA surge protector

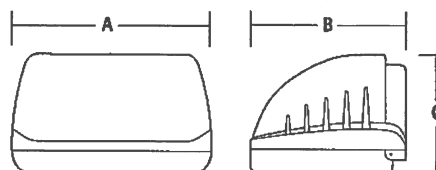
### ORDERING INFORMATION - EGRESS LAREDO LMC

SERIES	NUMBER OF LEDS/SOURCE/VOLTAGE	CCT	BES DISTRIBUTION	DRIVE CURRENT	FINISH	OPTIONS
LMC Laredo Medium Cut-off	30LU 30 LEDs, 43w, Universal voltage 120-277V	3K 3000K nominal 4K 4200K nominal 5K 5100K nominal	3 Type III	035 350mA	1 Bronze 2 Black 3 Gray 4 White 5 Platinum	BBU277 <sup>2</sup> Intergral battery for 120-277V, rated for -20° C ambient BOC277 <sup>2</sup> Intergral battery for 120-277V, rated for 0° C ambient PC(X) <sup>1</sup> Photocontrol



LMC-30LU BBU/BOC

2 2,046 lumens at 10w for 5K CCT in battery mode



A	B	C
16"	12.125"	9.0"
406 mm	308 mm	229 mm



**HUBBELL**  
Outdoor Lighting

# SETBACKS

The M & SD zone has limited setbacks; 10' for front, and 5' for side and rear yards. This zone allows a building height of 60' for this property as it has frontage on a major arterial street (Broadway). Refer to attached sketch for building envelope check.

This zone has limited requirements for buffers. Additional plantings will be provided once the project moves to design. A few trees will be planted at the front of the parcel and between neighboring properties. Refer to plan for proposed plantings. Exact species to be determine during design.

<b>CITY OF BANGOR SCHEDULE A - URBAN UNDEVELOPED AREA</b>		
<b>ZONE - M &amp;SD</b>	<b>REQUIRED</b>	<b>PROPOSED</b>
MAX HEIGHT (feet)*	60'	44'±
MIN LOT AREA (sf)	5,000sf 1st two units + 250sf each additional unit	1.04 acres 45,380±sf
MAX LOT COVERAGE	50%	22%±
MIN LOT WIDTH (feet)	50'	124'±
MIN FRONT YARD	10'	15'±
MIN SIDE YARD	5'	31'+
MIN REAR YARD	5'	N/A
MAX IMPERVIOUS SURFACE RATIO	0.85	0.46±
*Property has frontage on major arterial Street (Broadway)		

# TRAFFIC

Traffic is not anticipated to have a negative effect on the area. Mary Snow School is located at the end of Milford Street Extension, and as is true of most school locations, for a short period on school days it can be congested. The anticipated peak trips for the proposed multi-story, 41 unit, 41 bedroom Land Use Category – Affordable Housing – ITE Land Use Code 223 projects 0.46 peak hour trips per dwelling unit. Therefore, 19 peak trips ( $41 \times 0.46 = 18.86$ ) are calculated for the project.



## CITY OF BANGOR

Planning Division

### Checklist for Land Development Applications

Pre-application Meeting Date: 02.11.2026

Date submitted: 5.21.2026

Date Reviewed: 5.28.2026

Initials: MRA

Project: Broadway Height

Project Location: Milford St Ext (Map-Lot 046-032)

Applicant: Penquis CAP

Applicant Representative: Randy Bragg – Carpenter Associates

Phone Number or Email: 207-827-8001 – info@carpenterassoc.com

Project Zoning District: Multifamily and Service District (M&SD)

Allowed Use: One-family, two-family and multifamily detached dwellings

Yes	No	Not applicable / Other	Site Plan Element
X			Scale
X			North Arrow
X			Building/Lot dimensions
X			Building locations/uses
X			Parking/access/loading locations
		X	Signage
X			Lighting
		See Comments	Screening and Buffer
X			Erosion and sedimentation
			Stormwater
			Manholes/catch basins
X			Sewer



# CITY OF BANGOR

Planning Division

## Checklist for Land Development Applications

Yes	No	Not applicable / Other	Site Plan Element
			Water
			Fire Hydrants / fire pond
	X		Electric/Communication
X			Curbs and gutters
X			Paved/un-vegetated/vegetated areas
X			Trash
		X	Outdoor display/storage
X			Existing trees
X			Deed or other instrument allowing pursuit of permits
X			Topo
X			Adjacent buildings and features
		X	Traffic
X			Location sketch
			Post Construction Stormwater Maintenance Plan
			Fire Comments
		X	Shoreland delineation/zoning compliance
	X		Floodplain location
		X	Effects on scenic, etc
X			Table showing compliance with dimensional Requirements
		See Comments	Table showing compliance with Parking Requirements
		X	<b>Additional Conditional Use General Requirements</b> Traffic Study Support Letter for paragraph (4)
		X	<b>Additional Conditional Use Specific Requirements for Use or District</b>



## CITY OF BANGOR

Planning Division

### Checklist for Land Development Applications

X			<b>Additional Subdivision Requirements</b> Lot lines Existing street connections Open space reservation Abutters Onsite wastewater Easements Soils Wetlands
		X	<b>Additional Solar applications</b> Height Yard Buffers Glare Decommissioning plan Utility Connections Confirmation of use

#### Staff Comments

Please add a note to the site plan that native species are encouraged and no invasive species will be used.

Will existing trees identified on the site be able to be preserved at all? They can count towards buffer requirements where applicable.

Please note on the plan the number of required parking spaces (proposed number is shown, but not the required amount).

Please add a signature block for the Planning Board to sign.

Please provide documentation to demonstrate technical and financial capacity



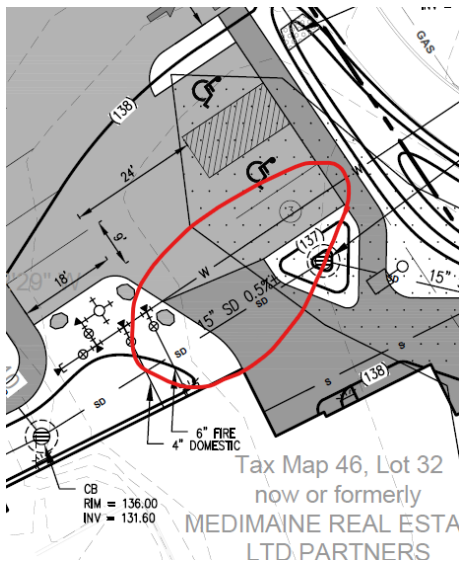
## CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

At the pre-app meeting, a parking agreement was discussed. Are there still plans to do this?

For some of the bolts/monuments found, on the subdivision plan, there needs to be leader lines between the label and the bolt/monument to more clearly indicate where these are.



Is this area meant to allow cars in or is it meant to be pedestrian only? If pedestrian-only, there should be bollards here to prevent people from driving in. Also, the aisle width does not appear to be 24' where the last parking space is. The maneuvering area here also does not appear to provide an area for a vehicle to back and turn around.

The narrative says this is a 1.3-acre lot, but the dimension table on the site plan says 1.04 acres.

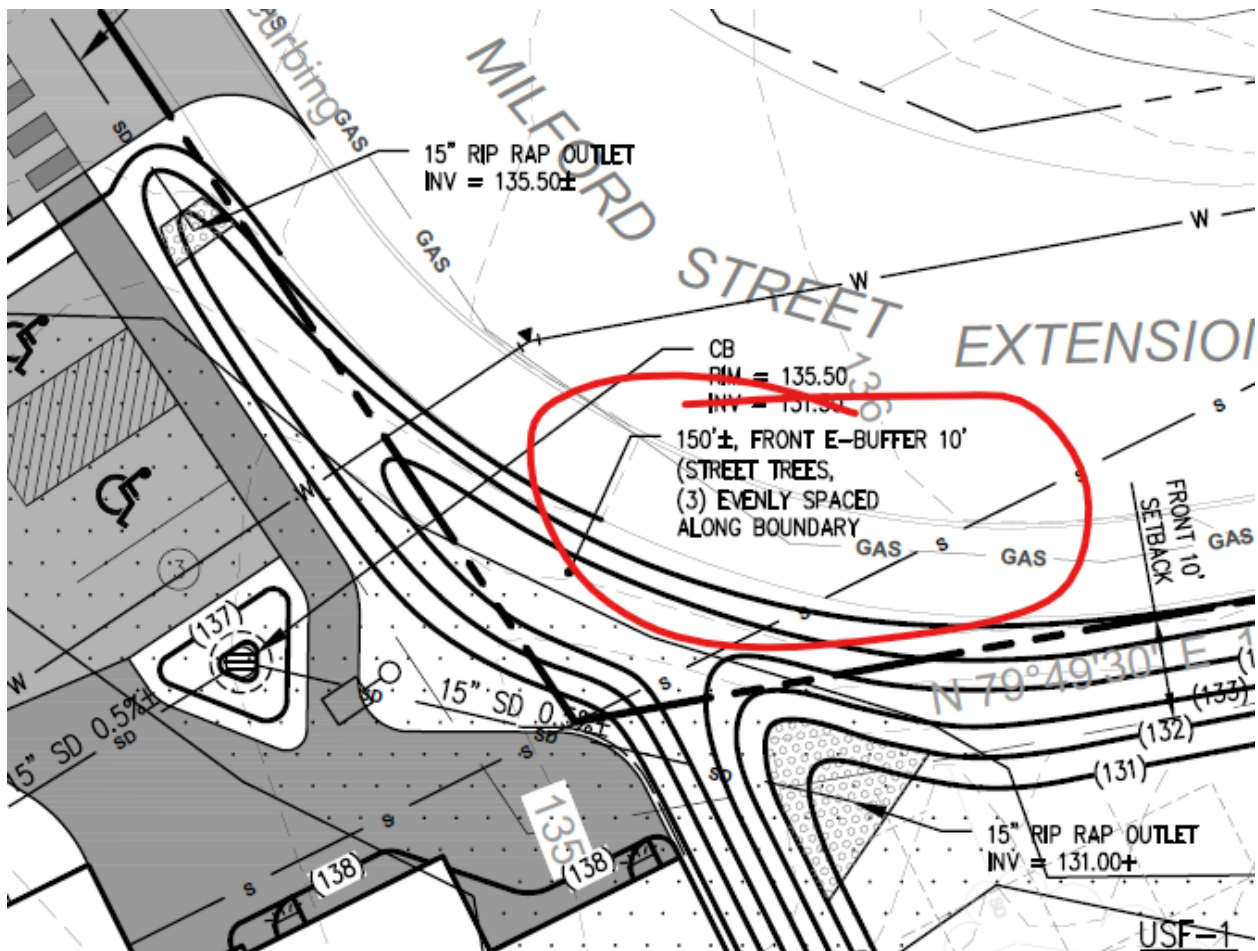


## CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

This label is indicating the trees will be planted in the City's right-of-way, but they would need to be located inside the property line. Also, if the buffer length is 150', 6 trees would be needed, not 3. Also, per Engineering's comments, the trees are proposed to be located in a ditch, which is not a good location. The ditch grading also falls outside the property line.



In all buffers, please also show the specific locations of the plantings.

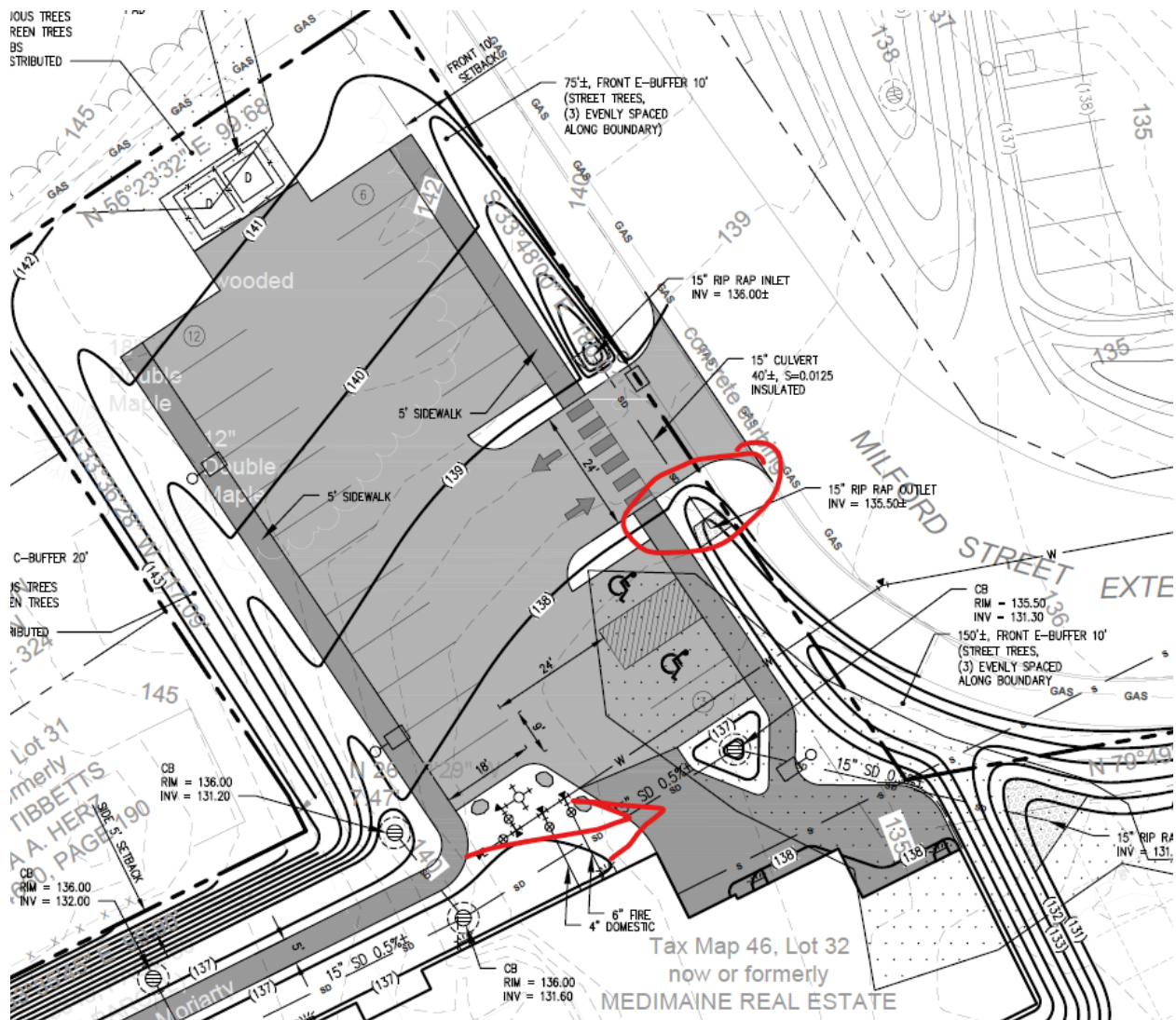


# CITY OF BANGOR

Planning Division

## Checklist for Land Development Applications

There should be a sidewalk connection from this parcel to the sidewalk along the street.  
Also, can you connect the sidewalk on the west side to the sidewalk on the east side of the parking lot? The onsite pedestrian access seems incomplete, or non-continuous.



Please add the number of units to the LDP application and the site plan.



## CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

For the required lot size, please just put the calculated required lot size; also, it needs to use the updated formula, which is 5,000sqft for the first 4 units and 250sqft for each additional.

It seems like there's a common kitchen? Does there need to be a loading area for food/etc?

Are there not individual cooking facilities in each room? If not, this use may fall under congregate housing or co-living dormitory, which are conditional uses in this zone. If it is one of these uses, there is a lower parking space requirement - 1 space per 3 rooms.

Please add disturbed area to the LDP application

Please add to the notes on the subdivision plan the square footage of wetland disturbed.

Please note that a Maine General Construction Permit is required for this project.

The abutter info seems to be outdated. Up to date abutter information can be found on the parcel viewer:

[https://experience.arcgis.com/experience/174c9cb9d4644d67883101b8743b94a9#data\\_s=id%3AdataSource\\_2-4a9f4682b6d542d38c5cf46dc0b1638a%3A6063](https://experience.arcgis.com/experience/174c9cb9d4644d67883101b8743b94a9#data_s=id%3AdataSource_2-4a9f4682b6d542d38c5cf46dc0b1638a%3A6063)

### **BWD Comments:**

Provide an 8" gate valve near the right of way; water mains, services, valves and hydrants will be considered as privately owned, from this point.

Hydrant shall be located within 5 feet of the dead end.

Please fill out the attached fixture count and new construction forms; Bangor Water District will size the domestic service line.



## CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

Confirm fire service size once design has been completed and approved by the Fire Marshall.

Existing water main which this project is shown connecting is a 12" DI not an 8", reducing will be required. Please note that the existing 12" MJ cap shall be removed to allow connection.

Existing 12" DI water main is still currently inactive, awaiting pressure testing, chlorination and passing bacteria sampling. Assumption is that this will be addressed prior to the start of this project, but worth noting.

Please update note 14 on sheets C1 and C2. "ALL WATER UTILITY WORK MUST BE COORDINATED WITH AND MEET BANGOR WATER DISTRICT STANDARDS."

Please update the water narrative to reflect that the water main will be privately owned from valve installed at the right of way to the dead end. Please also note that Bangor Water District will size the domestic water service.

### **Engineering Comments:**

Show the size of the proposed sewer pipes.

Show the existing sewer in Milford Street Extension to which you plan to connect. It is currently beyond the limits of the plans.

Can the sewer main and manhole be extended to the corner of Milford Street Extension? This would lengthen the sewer main, but shorten the sewer service.

Is the sewer main intended to be taken over and maintained by the City in Milford Street Extension after construction?



## CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

Provide a grease trap sized appropriately for the use. Outside grease traps are preferred. Code Enforcement can help with this.

We would like to see pedestrian access to Broadway, but recognize that the grades make this difficult. Please explore the possibility of stairs or pathways to Broadway for pedestrians.

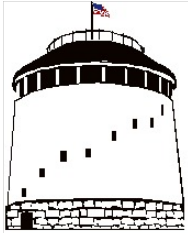
**\*Please do not submit hard copies until we have notified you that the plans are good to go for a Planning Board agenda.**

**Possible Planning Board agenda:**

**Deadline to advertise:**

**Deadline to post to abutters:**

**Deadline for edits or amendments:**



# BANGOR WATER DISTRICT

P.O. BOX 1129 · BANGOR, ME 04402-1129  
 TEL: (207) 947-4516 · FAX: (207) 947-5707  
 www.bangorwater.org

## Information for Meter Sizing and Cross-Connection Control

Service Address \_\_\_\_\_

Customer: \_\_\_\_\_ Phone: \_\_\_\_\_

Contractor/plumber: \_\_\_\_\_ Phone: \_\_\_\_\_

*Each unit receiving service will be individually metered. A variance for a master meter in a multi-unit building may be allowed if the units share central hot water (heating or domestic use); however the water bill will be calculated based on the number of units plus consumption, i.e. a three-unit building with a master meter will be charged for three minimum water bills plus consumption over the minimum.*

*Variations to the meter policy for any other reason requires written application and approval by the Board of Trustees.*

*Accounts in a multi-unit building remain the responsibility of one entity unless there is a separate outside shut-off for each unit, or the meters are clustered in one location to which the District has unrestricted access. Failure to maintain access can result in denial of service.*

Total number of units in building: \_\_\_\_\_

Type of use:  Commercial  Industrial  Governmental  
 Residential  Fire protection  \_\_\_\_\_

Describe use: \_\_\_\_\_

Predominately flushometers:  Y  N Used by public:  Y  N

#	FIXTURE	#	FIXTURE	#	OTHER FIXTURES
	Bathtubs/showerheads		Utility sinks		
	Toilet – tank		Laundry tub/sink		
	Toilet- flushometer		Bar sinks		
	Urinal – flushometer		Dishwashers		
	Urinal – tank		Lavatory sinks		
	Urinal – pedestal		Clothes washers		
	Drinking fountains		Soda fountains		
	Cuspidors		Ice maker no refrigeration		
	Kitchen sinks		Hose connections		

**Complete and sign reverse side**

Additional Notes or Comments (i.e. continues flow needs or other water-use items):

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Please check all that apply to this facility:

Chemical use/injection	Swimming pool/hot tub
Recycled water connection	Well
Sewer septic tank	Sewage treatment/pumping
Booster pump/pressure tank	Medical /dental/lab facilities
Irrigation system	Commercial laundry/dry cleaning
Solar panels	Plating facilities
Steam generation	Cooling system
Industrial processing	Car wash
Sand/gravel processing	Fire protection
Food prep/dishwashing	Photo development/printing

Addition notes or comments (i.e. other connections or processes related to cross-connection classification):

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I certify that the information provided above is true and accurate.

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_ Date: \_\_\_\_\_

<b><u>BWD USE</u></b>	
Calculated fixture units:	_____
Estimated peak flow demand:	_____
Required meter size: _____	Required backflow device: _____
Completed by: _____	Date: _____

# NEW CONSTRUCTION INFORMATION SHEET

## Block A: Information

### Owner

Date \_\_\_\_\_ Owner \_\_\_\_\_ Email \_\_\_\_\_

Owner's Mailing Address \_\_\_\_\_

Owner's Phone \_\_\_\_\_ Contact Name \_\_\_\_\_

### Project

Project Description \_\_\_\_\_

Project Location (Street Address) \_\_\_\_\_

Map \_\_\_\_\_ Lot \_\_\_\_\_

Engineer \_\_\_\_\_ Contact Name \_\_\_\_\_

Engineer Phone \_\_\_\_\_ Email \_\_\_\_\_

Contractor \_\_\_\_\_ Contact Name \_\_\_\_\_

Contractor Phone \_\_\_\_\_ Email \_\_\_\_\_

## Block B1: Residential

Single Family \_\_\_\_\_ Rental \_\_\_\_\_ Apartment \_\_\_\_\_ Condo \_\_\_\_\_ Duplex \_\_\_\_\_ Other \_\_\_\_\_

Will there be a Pressure Tank/Booster Pump installed? \_\_\_\_\_ Single source of heat & hot water? \_\_\_\_\_

Will there be a Sprinkler System? \_\_\_\_\_ Irrigation? \_\_\_\_\_ Life Safety? \_\_\_\_\_

## Block B2: Commercial/Industrial

Business Name \_\_\_\_\_

Development Type \_\_\_\_\_ Number of Buildings \_\_\_\_\_

Peak Domestic Demand (gpm) \_\_\_\_\_ Average Daily Demand (gpd) \_\_\_\_\_

Peak Fire Flow/Sprinkler Demand (gpm) \_\_\_\_\_ Minimum Pressure Required \_\_\_\_\_

Will there be a Pressure Tank/Booster Pump installed? \_\_\_\_\_ Fire Hydrant? \_\_\_\_\_

Single source of heat & hot water for multi-units? \_\_\_\_\_ Plans for Future Additions to Water Line \_\_\_\_\_

## Block C: BWD Use Only

Project Number \_\_\_\_\_

### Basic Data

Closest Hydrant \_\_\_\_\_ Static Pressure (psi) \_\_\_\_\_ Size Of Existing Main \_\_\_\_\_ Type: \_\_\_\_\_

Main Extension \_\_\_\_\_ Private/Public \_\_\_\_\_ Hydrant Ownership \_\_\_\_\_

### Estimated Fees

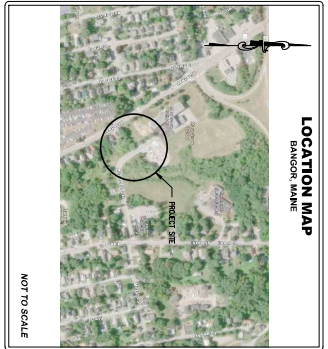
Inspection \_\_\_\_\_ Jobbing \_\_\_\_\_ Fire Protection \_\_\_\_\_

Inspection Complete

*NOTE: A fee will be assessed upon completion of each Application for Service.*

I have received a copy of the Terms and Conditions of Service. I authorize the Bangor Water District to enter the premises and access the property to inspect the main/service installation, normal maintenance and reading of the water meter, evaluate, require and test backflow prevention devices, and evaluate potential usage. I further understand the estimated cost is to be paid in advance and any adjustments will be made upon completion of the work.

Owner/Applicant \_\_\_\_\_ Date \_\_\_\_\_

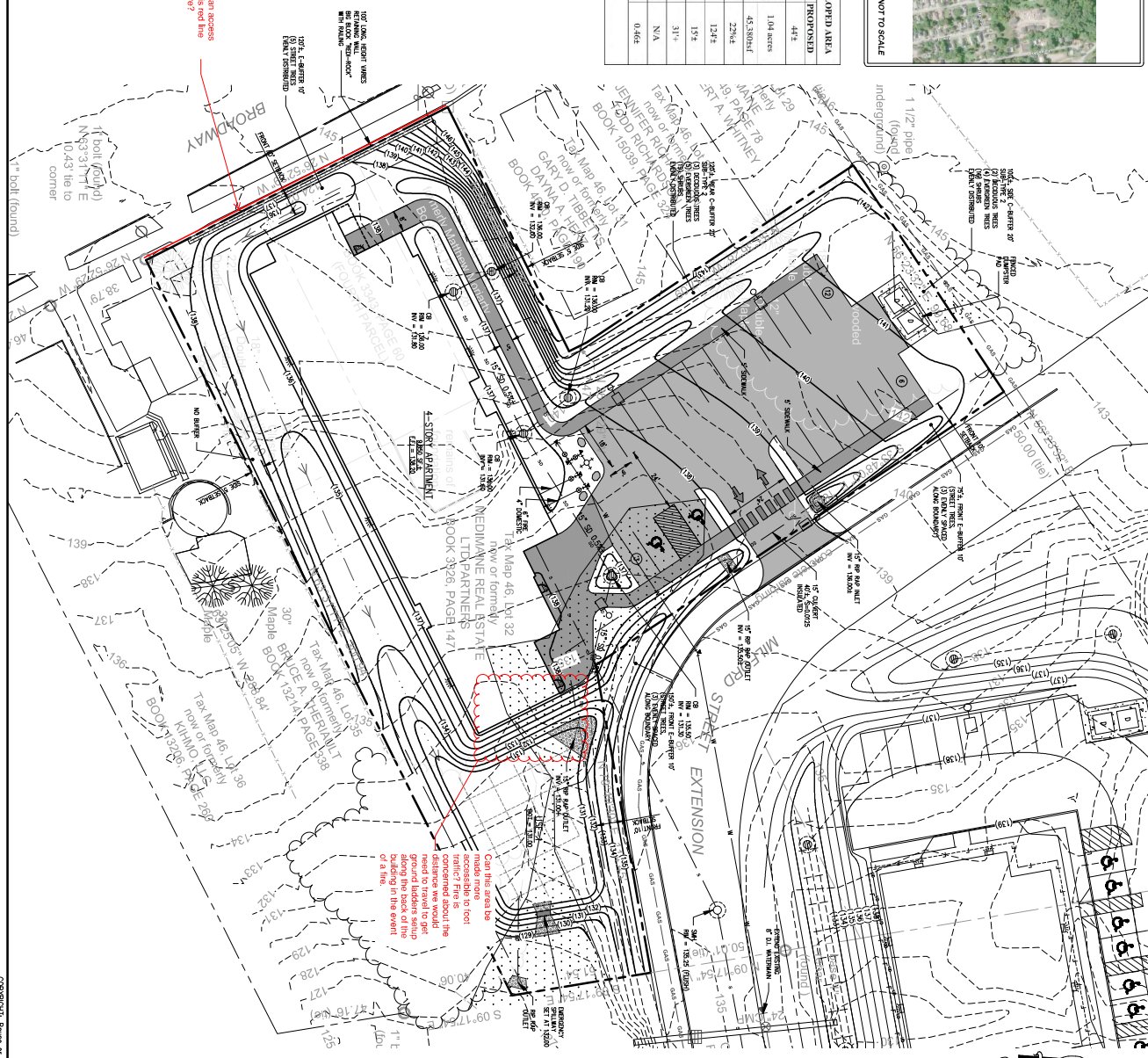


CITY OF BANGOR SCHEDULE A - URBAN TIMBERLOFT AREA	REQUIRED	PROPOSED
ZONE: M-RS9	60'	44'
MAX HEIGHT (feet)	5,000 sq ft units + 2,500 sq ft additional units	1,04 units
MIN LOT AREA (60)	50%	22%
MAX LOT COVERAGE	50'	12%
MIN LOT WIDTH (60)	10'	15'
MIN FRONT YARD	5'	31'
MIN SIDE YARD	N/A	N/A
MIN REAR YARD	5'	5'
MAX IMPROVED SURFACE RATIO	0.85	0.44

(Property has frontage on major arterial Street (Broadway))

PLANNING  
 27 SPACES  
 WITHIN DISTANCE  
 TRAIL: 4.25 MI

Provision access along this red line anywhere?



Can this area be accessed about the head to level to get ground leaders into the street? If not, is this section of a line.

- GENERAL NOTES:**
1. PLAN NEEDS BY A SURVEY COMPLETED BY BISHOP & LAY, SURVEY 188.
  2. RECORD DOCUMENT PROVIDED BY THE OWNER OF RECORD AND A TRUE COPY, L.L.C.
  3. RECORD DOCUMENT PROVIDED BY THE CITY OF BANGOR AND BANGOR SCHOOL DEPARTMENT THE ATTACHED PLAN.
  4. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BANGOR.
  5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND OTHER REGULATORY FROM THE CITY OF BANGOR AND BANGOR SCHOOL DEPARTMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND OTHER REGULATORY FROM THE CITY OF BANGOR AND BANGOR SCHOOL DEPARTMENT.
  6. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
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EXISTING	PROPOSED
PROPERTY LINE	PROPERTY LINE
UTILITY PALE	UTILITY PALE
WATER	WATER
SEWER	SEWER
STORM DRAIN	STORM DRAIN
FOUNDATION DRAIN	FOUNDATION DRAIN
UNDERGROUND ELECTRIC	UNDERGROUND ELECTRIC
OVERHEAD ELECTRIC	OVERHEAD ELECTRIC
FENCING	FENCING
NATURAL GAS	NATURAL GAS
CATCH BASIN - CB	CATCH BASIN - CB
SEWER MANHOLE (SM)	SEWER MANHOLE (SM)
STORM	STORM
WALL MONITOR LIGHT	WALL MONITOR LIGHT
POLE MONITOR LIGHT	POLE MONITOR LIGHT
UNDERPASS	UNDERPASS
TRUNK	TRUNK
CURT WALL	CURT WALL
WET BASIN	WET BASIN
TEMPORARY EROSION CONTROL (TEC)	TEMPORARY EROSION CONTROL (TEC)
IRF RAP	IRF RAP
JACK BENCH	JACK BENCH
NEW SEWERAGE PAVEMENT (S)	NEW SEWERAGE PAVEMENT (S)
NEW PAVING LOT PAVEMENT (S)	NEW PAVING LOT PAVEMENT (S)
NEW SIDEWALK PAVEMENT (S)	NEW SIDEWALK PAVEMENT (S)
NEW SIDEWALK PAVEMENT (S)	NEW SIDEWALK PAVEMENT (S)
WATER SHIELD EXTENSION (WSE)	WATER SHIELD EXTENSION (WSE)
STANDARD OPERATIONAL SIGN	STANDARD OPERATIONAL SIGN

DATE: 05-20-2026

SCALE: 1" = 20'

FOR REVIEW

05.20.2026

PROJECT NO: 2024038

DRAWN: JIE

CHECKED: RB

SCALE: 1" = 20'

DATE: 05-20-2024

SHEET NUMBER: 2024038

<p><b>CARPENTIER ASSOCIATES</b>          CONSULTING ENGINEERS          687 STILLWATER AVENUE • OLD TOWN, MAINE 04468</p>	<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	1			2		
	NO.	DATE	DESCRIPTION							
1										
2										
<p>PENQUIS CAP INC.          BROADWAY HEIGHTS          BANGOR, MAINE</p> <p><b>SITE PLAN</b></p>										



**CITY OF BANGOR**

Planning Division

**Checklist for Land Development Applications**

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Applicant Representative: Randy Bragg – Carpenter Associates

Phone Number or Email: 207-827-8001 – info@carpenterassoc.com

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X			North Arrow
X			Building/Lot dimensions
X			Building locations/uses
X			Parking/access/loading locations
		X	Signage
X			Lighting
		See Comments	Screening and Buffer
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			Stormwater
			Manholes/catch basins
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# CITY OF BANGOR

Planning Division

## Checklist for Land Development Applications

Yes	No	Not applicable / Other	Site Plan Element
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	X		Electric/Communication
X			Curbs and gutters
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X			Trash
		X	Outdoor display/storage
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X			Deed or other instrument allowing pursuit of permits
X			Topo
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# CITY OF BANGOR

Planning Division

## Checklist for Land Development Applications

X			<b>Additional Subdivision Requirements</b> Lot lines Existing street connections Open space reservation Abutters Onsite wastewater Easements Soils Wetlands
		X	<b>Additional Solar applications</b> Height Yard Buffers Glare Decommissioning plan Utility Connections Confirmation of use

### Staff Comments

Please add a note to the site plan that native species are encouraged and no invasive species will be used. **Note added to General Notes on plan.**

Will existing trees identified on the site be able to be preserved at all? They can count towards buffer requirements where applicable. **At this time there is very little area that will not be disturbed. Any vegetation preserved is counted on to meet the buffer requirements.**

Please note on the plan the number of required parking spaces (proposed number is shown, but not the required amount). **Note added to plan.**



## CITY OF BANGOR

Planning Division

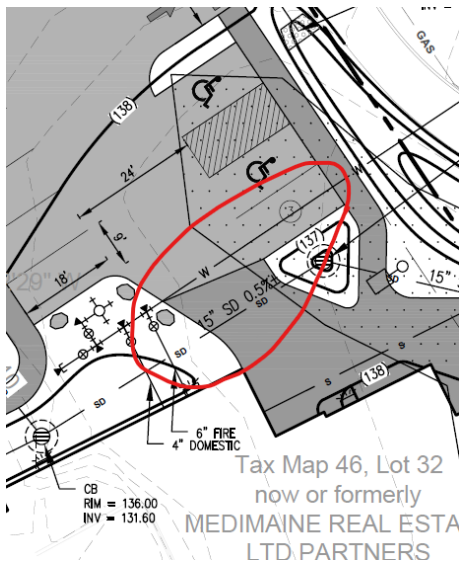
Checklist for Land Development Applications

Please add a signature block for the Planning Board to sign. **Added.**

Please provide documentation to demonstrate technical and financial capacity. **Added to application package.**

At the pre-app meeting, a parking agreement was discussed. Are there still plans to do this? **No, not at this time.**

For some of the bolts/monuments found, on the subdivision plan, there needs to be leader lines between the label and the bolt/monument to more clearly indicate where these are. **Refer to survey plan.**



Is this area meant to allow cars in or is it meant to be pedestrian only? If pedestrian-only, there should be bollards here to prevent people from driving in. Also, the aisle width does not appear to be 24' where the last parking space is. The maneuvering area here also does not appear to provide an area for a vehicle to back and turn around. **Refer to revised plan. Bollards added, as well as pavement markings to deter vehicles other than deliveries.**



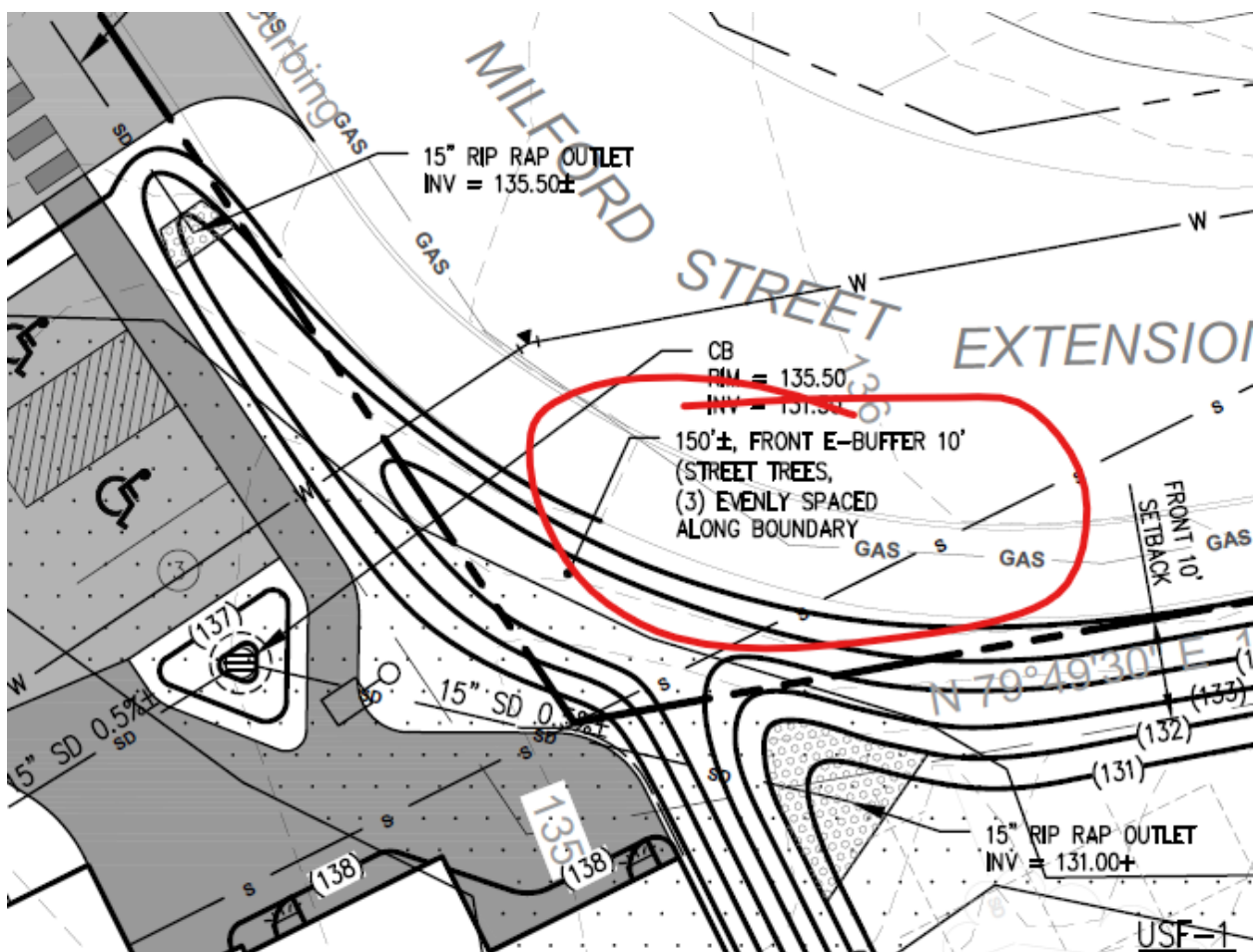
## CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

The narrative says this is a 1.3-acre lot, but the dimension table on the site plan says 1.04 acres. **Survey has been provided. Parcel viewer to be updated.**

This label is indicating the trees will be planted in the City's right-of-way, but they would need to be located inside the property line. Also, if the buffer length is 150', 6 trees would be needed, not 3. Also, per Engineering's comments, the trees are proposed to be located in a ditch, which is not a good location. The ditch grading also falls outside the property line. **Trees will be adjusted to be planted inside the property line. The number of trees has been adjusted to align with distance.**





# CITY OF BANGOR

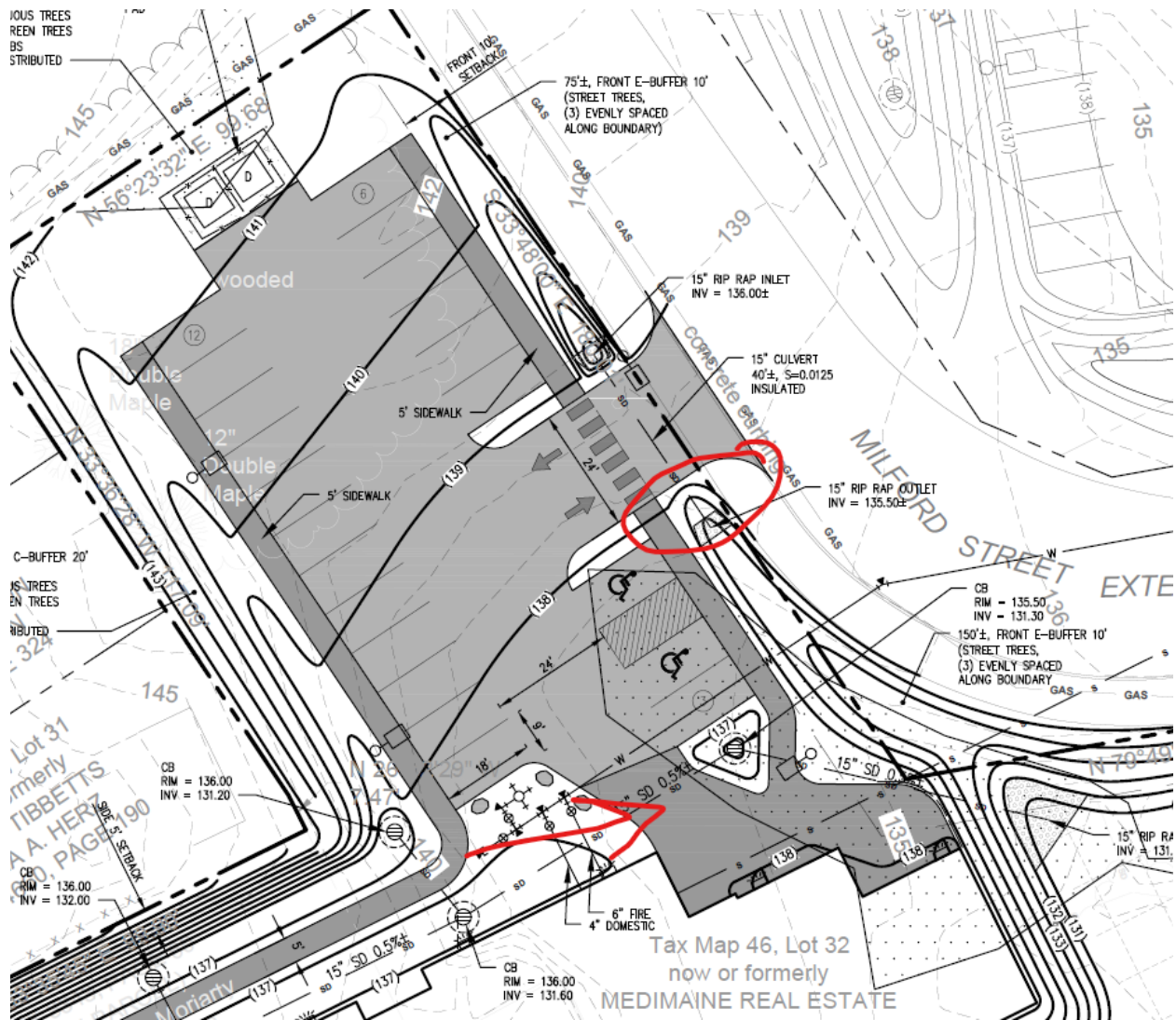
Planning Division

## Checklist for Land Development Applications

In all buffers, please also show the specific locations of the plantings. **See updated plan.**

There should be a sidewalk connection from this parcel to the sidewalk along the street. Also, can you connect the sidewalk on the west side to the sidewalk on the east side of the parking lot? The onsite pedestrian access seems incomplete, or non-continuous.

**Sidewalk has been added at entrance drive and along front of building as requested.**





## CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

Please add the number of units to the LDP application and the site plan. **Number of units added to plan (41) and application.**

For the required lot size, please just put the calculated required lot size; also, it needs to use the updated formula, which is 5,000sqft for the first 4 units and 250sqft for each additional. **Table adjusted.  $14,250sf = [5,000 + (41-4) 250]$ .**

It seems like there's a common kitchen? Does there need to be a loading area for food/etc? **A small loading area has been created.**

Are there not individual cooking facilities in each room? If not, this use may fall under congregate housing or co-living dormitory, which are conditional uses in this zone. If it is one of these uses, there is a lower parking space requirement – 1 space per 3 rooms.

**Each of the units will have a small kitchen.**

Please add disturbed area to the LDP application. **Disturbed area has been added to the plan.**

Please add to the notes on the subdivision plan the square footage of wetland disturbed.

**Wetland disturbed is shown on the plan.**

Please note that a Maine General Construction Permit is required for this project.

**A MGCP will be required of the contractor as part of the bidding documents.**

The abutter info seems to be outdated. Up to date abutter information can be found on the parcel viewer:

[https://experience.arcgis.com/experience/174c9cb9d4644d67883101b8743b94a9#data\\_s=id%3AdataSource\\_2-4a9f4682b6d542d38c5cf46dc0b1638a%3A6063](https://experience.arcgis.com/experience/174c9cb9d4644d67883101b8743b94a9#data_s=id%3AdataSource_2-4a9f4682b6d542d38c5cf46dc0b1638a%3A6063)

**Abutters have been updated on plan.**



## CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

### BWD Comments:

Provide an 8" gate valve near the right of way; water mains, services, valves and hydrants will be considered as privately owned, from this point. **8" gate valve added near R.O.W.**

Hydrant shall be located within 5 feet of the dead end. **Adjusted.**

Please fill out the attached fixture count and new construction forms; Bangor Water District will size the domestic service line. **Preliminary forms completed. Final fixture count to be verified upon final plumbing design.**

Confirm fire service size once design has been completed and approved by the Fire Marshall. **Fire service size will be confirmed upon design completion and SFMO review.**

Existing water main which this project is shown connecting is a 12" DI not an 8", reducing will be required. Please note that the existing 12" MJ cap shall be removed to allow connection. **Note added.**

Existing 12" DI water main is still currently inactive, awaiting pressure testing, chlorination and passing bacteria sampling. Assumption is that this will be addressed prior to the start of this project, but worth noting. **Understood.**

Please update note 14 on sheets C1 and C2. "ALL WATER UTILITY WORK MUST BE COORDINATED WITH AND MEET BANGOR WATER DISTRICT STANDARDS." **Existing note adjusted with new wording.**



## CITY OF BANGOR

Planning Division

### Checklist for Land Development Applications

Please update the water narrative to reflect that the water main will be privately owned from valve installed at the right of way to the dead end. Please also note that Bangor Water District will size the domestic water service. **Narrative adjusted.**

#### Engineering Comments:

Show the size of the proposed sewer pipes. **Labeled on plan, verified at final design.**

Show the existing sewer in Milford Street Extension to which you plan to connect. It is currently beyond the limits of the plans. **View window extended.**

Can the sewer main and manhole be extended to the corner of Milford Street Extension? This would lengthen the sewer main, but shorten the sewer service. **Done.**

Is the sewer main intended to be taken over and maintained by the City in Milford Street Extension after construction? **Yes.**

Provide a grease trap sized appropriately for the use. Outside grease traps are preferred. Code Enforcement can help with this. **Grease trap added. Sizing will be completed as part of final design.**

We would like to see pedestrian access to Broadway, but recognize that the grades make this difficult. Please explore the possibility of stairs or pathways to Broadway for pedestrians. **At this time, stairs are difficult, and there is concern that the low lying area between the retaining wall and building could be used as a hideaway.**



## CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

### Forestry Comments:

If any of the six (6) proposed " 10' Front E-Buffer Trees" fall within the 50' ROW of Milford Street Ext., the metal root ball cage should be removed entirely, not just have burlap folded down. **All trees will be placed outside the R.O.W.**

What is the "Guarantee Period" for landscaping survival should any of it be placed within the City ROW? **It is typical that the bid documents require a 1 year warranty from completion.**

**\*Please do not submit hard copies until we have notified you that the plans are good to go for a Planning Board agenda.**

Possible Planning Board agenda: 07.07.26

Deadline to advertise: \_\_\_\_\_

Deadline to post to abutters: 06.25.26

Deadline for edits or amendments: 06.18.26

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**Re: 2024038 Penquis - Broadway Heights**

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**From** Hanscom Bilotta, Brenda <Brenda.hanscombilotta@bangormaine.gov>

**Date** Wed 6/17/2026 8:44 AM

**To** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

I'm ok with this

Best Regards,



**CITY OF BANGOR**

**Brenda Hanscom Bilotta**

***Deputy Director of Code Enforcement***

*Code Enforcement Office*

Phone: 207-992-4224

Fax: 207-992-4196

<http://www.bangormaine.gov>



---

**From:** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

**Sent:** Wednesday, June 17, 2026 8:12 AM

**To:** Davis, Jefferson <jefferson.davis@bangormaine.gov>; Baron, Eric <Eric.Baron@bangormaine.gov>; May, Richard <richard.may@bangormaine.gov>; Peasley, Hannah <Hannah.Peasley@bangormaine.gov>; Hanscom Bilotta, Brenda <Brenda.hanscombilotta@bangormaine.gov>; LaBree, Jeff <jeff.labree@bangormaine.gov>; Vachon, Adam <adam.vachon@bangormaine.gov>; Vaughan Littlefield <vaughan@bangorwater.org>; Cameron, Sophia <sophia.cameron@bangormaine.gov>; Arruda, Ben <ben.arruda@bangormaine.gov>

**Cc:** Collette, Anja <anja.collette@bangormaine.gov>; Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>

**Subject:** Fw: 2024038 Penquis - Broadway Heights

Hi all,

Attached are the revisions for the project on Milford St Ext. If these satisfy your remaining comments, please send your signoffs, if not, please send your comments. Thanks in advance!

Best,



## CITY OF BANGOR

**Matthew Altiero, Planning Analyst**  
**Community & Economic Development Department**  
matthew.altiero@bangormaine.gov

*Some people have received emails or letters from an unknown source pretending to be the municipality, stating that additional, exorbitant fees are required to finish processing applications. Please know that our fee schedule is available on the City's website, and we always require fees up front before reviewing an application, not after it's been put on a Planning Board agenda.*

*Please also call our office at 207-992-4280 or email us at [planning@bangormaine.gov](mailto:planning@bangormaine.gov) if you're unsure or if you have any questions.*

---

**From:** Carpenter Associates <[info@carpenterassoc.com](mailto:info@carpenterassoc.com)>  
**Sent:** Tuesday, June 16, 2026 4:58 PM  
**To:** Collette, Anja <[anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov)>; Altiero, Matthew <[Matthew.Altiero@bangormaine.gov](mailto:Matthew.Altiero@bangormaine.gov)>  
**Subject:** 2024038 Penquis - Broadway Heights

**WARNING: EXTERNAL EMAIL** - DOUBLE CHECK THE SENDER'S ADDRESS BEFORE OPENING LINKS OR ATTACHMENTS.

Anja/Matthew –

Please find attached our response to staff comments and an updated Land Development Application package.

We have contacted Penquis again and are waiting for them to provide the signed Owner-Applicant-Agent form and the Financial Ability information and will update the package as soon as received (we expect it to be in the next day or two). We wanted to get this in front of you ASAP and before the 6/18 deadline.

Thank you,

Janelle Libby  
**Carpenter Associates**  
687 Stillwater Avenue  
Old Town, ME 04468  
Phone (207) 827-8001  
Fax (207) 827-8234

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**RE: 2024038 Penquis - Broadway Heights**

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**From** Chuck Harrison <chuck@bangorwater.org>

**Date** Mon 6/22/2026 3:25 PM

**To** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>; Patrick Later <patrick@bangorwater.org>

**Cc** Collette, Anja <anja.collette@bangormaine.gov>; Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>;  
Vaughan Littlefield <vaughan@bangorwater.org>; Joe Abbott <joe@bangorwater.org>

**WARNING: EXTERNAL EMAIL** - DOUBLE CHECK THE SENDER'S ADDRESS BEFORE OPENING LINKS OR ATTACHMENTS.

Matthew,

For the next Milford Street extension project, I will call it phase II. I am a bit concerned that phase I (Water Line Approval and Activation) is not yet completed, and others are looking to move on to phase II. The water line has sat for so long, the contractor will need to re-pressure check and re-chlorine that line to meet our construction standards. I do not want to be an obstacle for growth, but pushing phase I completion down the road to start another leaves the Water District in an even more perilous situation, of which I am not willing to do. Currently we have 500 feet of 12-inch pipe and 175 feet of 8-inch pipe with stagnant water that has been in the pipe for a long period of time. Allowing more connections is a safety concern that the District is not willing to take. What if anything can be done to get phase I completed. The District will not sign off on phase II until phase I is complete to our standards.

Please let me know if you have questions or concerns.

Chuck Harrison  
Bangor Water Distict  
General Manager  
O: 207-947-4516 X203  
C: 720-505-6641

"Whether you think you can or think you can't, you're right"  
– Henry Ford

---

**From:** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

**Sent:** Monday, June 22, 2026 12:20 PM

**To:** Chuck Harrison <chuck@bangorwater.org>; Patrick Later <patrick@bangorwater.org>

**Cc:** Collette, Anja <anja.collette@bangormaine.gov>; Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>

**Subject:** Re: 2024038 Penquis - Broadway Heights

Hello,

Okay, I'll reattach the revisions for a project on Milford St Ext here and I just sent you another application.

Thank you,

**Re: 2024038 Penquis - Broadway Heights**

---

**From** Vachon, Adam <adam.vachon@bangormaine.gov>  
**Date** Tue 6/23/2026 9:43 AM  
**To** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

No additional comments from fire.

Adam



**CITY OF BANGOR**

**Adam Vachon**  
**Fire Inspector, CFI-1**  
*Fire Prevention Division*  
Phone: 207-992-4180  
Fax: 207-942-8213

<http://www.bangormaine.gov>

[adam.vachon@bangormaine.gov](mailto:adam.vachon@bangormaine.gov)

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**From:** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>  
**Sent:** Monday, June 22, 2026 11:13 AM  
**To:** Davis, Jefferson <jefferson.davis@bangormaine.gov>; Baron, Eric <Eric.Baron@bangormaine.gov>; May, Richard <richard.may@bangormaine.gov>; Peasley, Hannah <Hannah.Peasley@bangormaine.gov>; Vachon, Adam <adam.vachon@bangormaine.gov>; Vaughan Littlefield <vaughan@bangorwater.org>; Cameron, Sophia <sophia.cameron@bangormaine.gov>; Arruda, Ben <ben.arruda@bangormaine.gov>  
**Cc:** Collette, Anja <anja.collette@bangormaine.gov>; Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>  
**Subject:** Re: 2024038 Penquis - Broadway Heights

Hi all, has anyone had a chance to review these revisions? Thanks in advance!

---

**Re: 2024038 Penquis - Broadway Heights**

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**From** Collette, Anja <anja.collette@bangormaine.gov>

**Date** Wed 6/24/2026 11:21 AM

**To** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>; info <info@carpenterassoc.com>

**Cc** Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>

Hi there, this is an additional comment with regards to the pedestrian connection to Broadway. We spoke with Engineering about that and they agree that there really does need to be a pedestrian connection to Broadway particularly when there is frontage on that road and where it's a 41-unit apartment building with only 21 parking spots. They noted that the existing sidewalk through the school area is intended for the school itself and not as a public way, and also that it goes through a fenced area at the school. The Schools department will likely not allow the public to use that, at least during school hours. I know there was also a concern about people coming up any stairs to hide between the retaining wall and the building, so I would propose a gate at the bottom of the stairs that requires key card access or something similar in order for people to enter.



## CITY OF BANGOR

**Anja Collette, AICP**

*Planning Officer*

*Community & Economic Development*

*Planning Division*

73 Harlow Street

Bangor, ME 04401

[anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov)

Phone: 207.992.4280

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**Re: 2024038 Penquis - Broadway Heights**

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**From** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

**Date** Wed 6/24/2026 11:07 AM

**To** info <info@carpenterassoc.com>

**Cc** Collette, Anja <anja.collette@bangormaine.gov>; Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>

Hello, please see the comments from staff below. To get this on the July 7<sup>th</sup> Planning Board meeting, we will need revisions as soon as possible. If you have any questions, please feel free to reach out.

**Engineering Comments:**

- The plans show a 1:1 slope that is 9 feet in height at its maximum and is graded to the property line of the abutting property. The plans do not call out the proposed surface treatment of this slope that I could find. They provide details of slope treatment in the detail section but provide details for both vegetative cover and Riprap. This is a tall, steep slope with storm drain at the base of the slope and surface treatment needs to be called out as well as a maintenance plan for this slope. This will be an erosion issue long-term and with the basin at the bottom of this will require regular maintenance to ensure not sediment is built up. Also, would like to see Geotech report that supports the stability of the 1:1 slope.
- This slope creates a change in conditions for the neighboring property and a fence should be installed the entire length of the slope on the property line to mitigate the hazard it creates for the abutting property. Plans show an existing fence that extends a portion of this, however it should be extended to the full length.
- The plan calls for a modular block wall installed on the frontage on Broadway Street. This is shown with the face of the wall only 2 feet off the property line. I am curious how they plan to install this. This will require excavating into the ROW as shown and likely at 9 ft max exposed height, likely 11 to 12 feet including buried portion, this wall will require base blocks to be 72 inch deep blocks which means the base blocks will be 4 feet into the ROW at the back. The other alternative would require reinforcing geogrid which would extend under the sidewalk which the City is not in favor of allowing either. This wall should be moved away from the ROW line to allow the wall to be built entirely on the subject property. The city may allow a construction easement for excavation during construction within the ROW, however no structure shall be built within the ROW.
- We recommend shrubs planted at the top of the wall between the wall and the sidewalk as a buffer. Top of wall must have a proper railing installed
- The isle for the parking at and to the south of the handicapped parking spot does not meet the isle width requirement. The isle necks down before these spots. This isle needs to be increased to 24 feet for the entire width of the parking spaces. This layout also forces the last 1 or 2 spots to back over the sidewalk closing area in order to exit. Possibly shift the sidewalk to remove this scenario.
- Curb cut on Broadway needs to be removed and new curbing installed to match exiting curb line. Esplanade should be installed and sidewalk raised to match grades on either side of existing driveway.
- There is an odd Door shown on the top of the retaining wall on Broadway. What is this for?
- Grading in ROW in front- We have no issue here since there is an existing sidewalk on this street.

- Crosswalk marking in driveway- would like to move this to the sidewalk for the roadway. This is a school access route. Provide Tip downs and detectables at entrance per MDOT Specifications.

**Forestry Comments:**

- Can you send a species list for new plantings?

**Planning Comments:**

- The southern fence looks like it goes over the property line

Best,



## CITY OF BANGOR

**Matthew Altiero, Planning Analyst**

**Community & Economic Development Department**

matthew.altiero@bangormaine.gov

*Some people have received emails or letters from an unknown source pretending to be the municipality, stating that additional, exorbitant fees are required to finish processing applications. Please know that our fee schedule is available on the City's website, and we always require fees up front before reviewing an application, not after it's been put on a Planning Board agenda.*

*Please also call our office at 207-992-4280 or email us at [planning@bangormaine.gov](mailto:planning@bangormaine.gov) if you're unsure or if you have any questions.*

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**From:** Carpenter Associates <[info@carpenterassoc.com](mailto:info@carpenterassoc.com)>

**Sent:** Wednesday, June 17, 2026 3:30 PM

**To:** Collette, Anja <[anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov)>; Altiero, Matthew <[Matthew.Altiero@bangormaine.gov](mailto:Matthew.Altiero@bangormaine.gov)>

**Subject:** 2024038 Penquis - Broadway Heights

**WARNING: EXTERNAL EMAIL** - DOUBLE CHECK THE SENDER'S ADDRESS BEFORE OPENING LINKS OR ATTACHMENTS.

Anja/Matthew -

Please find attached the Broadway Heights application package with the Owner-Applicant-Agent form and Financial Ability Section added.

Please confirm that we are set to be placed on the July 7, 2026 Planning Board Agenda.

Thank you,

Janelle Libby

**Carpenter Associates**

687 Stillwater Avenue

Old Town, ME 04468

Phone (207) 827-8001

Fax (207) 827-8234

---

**From:** Carpenter Associates

**Sent:** Tuesday, June 16, 2026 4:59 PM

**To:** Collette, Anja <anja.collette@bangormaine.gov>; 'Altiero, Matthew' <Matthew.Altiero@bangormaine.gov>

**Subject:** 2024038 Penquis - Broadway Heights

Anja/Matthew –

Please find attached our response to staff comments and an updated Land Development Application package.

We have contacted Penquis again and are waiting for them to provide the signed Owner-Applicant-Agent form and the Financial Ability information and will update the package as soon as received (we expect it to be in the next day or two). We wanted to get this in front of you ASAP and before the 6/18 deadline.

Thank you,

Janelle Libby

**Carpenter Associates**

687 Stillwater Avenue

Old Town, ME 04468

Phone (207) 827-8001

Fax (207) 827-8234

---

**RE: 2024038 Penquis - Broadway Heights**

---

**From** Randy Bragg <rbragg@carpenterassoc.com>

**Date** Thu 6/25/2026 10:35 AM

**To** Collette, Anja <anja.collette@bangormaine.gov>; Altiero, Matthew <Matthew.Altiero@bangormaine.gov>; Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>

**Cc** info <info@carpenterassoc.com>; Krieg, Anne M. <anne.krieg@bangormaine.gov>

**WARNING: EXTERNAL EMAIL** - DOUBLE CHECK THE SENDER'S ADDRESS BEFORE OPENING LINKS OR ATTACHMENTS.

Anja,

Jeff and Eric called and we went through all of their comments. Thank you for having them call back. We can make the adjustments needed, the big one moving the retaining wall in a bit, and obtain a grading easement for the install if necessary. We will make the drawing changes as soon as possible (a couple of days).

Randy Bragg, P.E.

**Carpenter Associates**

687 Stillwater Avenue

Old Town, ME 04468

(207) 827-8001

---

**From:** Collette, Anja <anja.collette@bangormaine.gov>

**Sent:** Thursday, June 25, 2026 10:09 AM

**To:** Randy Bragg <rbragg@carpenterassoc.com>; Altiero, Matthew <Matthew.Altiero@bangormaine.gov>; Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>

**Cc:** Carpenter Associates <info@carpenterassoc.com>; Krieg, Anne M. <anne.krieg@bangormaine.gov>

**Subject:** Re: 2024038 Penquis - Broadway Heights

Okay, they did confirm that the rest of their comments were addressed. I just contacted Engineering to ask if someone could speak with you today.



**CITY OF BANGOR**

**Anja Collette, AICP**

*Planning Officer*

*Community & Economic Development*

Planning Division

73 Harlow Street

Bangor, ME 04401

[anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov)

Phone: 207.992.4280

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---

**From:** Randy Bragg <[rbragg@carpenterassoc.com](mailto:rbragg@carpenterassoc.com)>  
**Sent:** Thursday, June 25, 2026 6:35 AM  
**To:** Collette, Anja <[anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov)>; Altiero, Matthew <[Matthew.Altiero@bangormaine.gov](mailto:Matthew.Altiero@bangormaine.gov)>; Rienas, Kayleigh <[Kayleigh.Rienas@bangormaine.gov](mailto:Kayleigh.Rienas@bangormaine.gov)>  
**Cc:** info <[info@carpenterassoc.com](mailto:info@carpenterassoc.com)>  
**Subject:** RE: 2024038 Penquis - Broadway Heights

**WARNING: EXTERNAL EMAIL** - DOUBLE CHECK THE SENDER'S ADDRESS BEFORE OPENING LINKS OR ATTACHMENTS.

Okay, that sounds reasonable. I believe we did address their previous comments, they were minor.

I did reach out to engineering to discuss their recent comments, but have not heard back yet. A couple of the requests are going to be challenging to solve in short order. I will know more once I talk with them.

Randy Bragg, P.E.  
**Carpenter Associates**  
687 Stillwater Avenue  
Old Town, ME 04468  
(207) 827-8001

---

**From:** Collette, Anja <[anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov)>  
**Sent:** Wednesday, June 24, 2026 3:22 PM  
**To:** Randy Bragg <[rbragg@carpenterassoc.com](mailto:rbragg@carpenterassoc.com)>; Altiero, Matthew <[Matthew.Altiero@bangormaine.gov](mailto:Matthew.Altiero@bangormaine.gov)>; Rienas, Kayleigh <[Kayleigh.Rienas@bangormaine.gov](mailto:Kayleigh.Rienas@bangormaine.gov)>  
**Cc:** Carpenter Associates <[info@carpenterassoc.com](mailto:info@carpenterassoc.com)>  
**Subject:** Re: 2024038 Penquis - Broadway Heights

Hi Randy, I spoke with the Water District and they're amenable to having a condition of Planning Board approval be that before the road opening permit be issued for Phase 2, that any issues

with the water line for Phase 1 be cleared up. Since Vaughan is out, they're also reviewing his comments to make sure those were addressed.



## CITY OF BANGOR

**Anja Collette, AICP**  
*Planning Officer*  
Community & Economic Development  
Planning Division

73 Harlow Street  
Bangor, ME 04401  
[anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov)  
Phone: 207.992.4280

*The City of Bangor has recently experienced a scam involving emails that create fake invoices and request payment for application fees, typically after packets containing application materials have been made public. Please note that **the City of Bangor will never ask you to wire funds, do not follow any such instructions.** If you receive an email you believe to be a scam, please contact [anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov) or [planning@bangormaine.gov](mailto:planning@bangormaine.gov) directly.*

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

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**From:** Randy Bragg <[rbragg@carpenterassoc.com](mailto:rbragg@carpenterassoc.com)>  
**Sent:** Wednesday, June 24, 2026 11:30 AM  
**To:** Collette, Anja <[anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov)>; Altiero, Matthew <[Matthew.Altiero@bangormaine.gov](mailto:Matthew.Altiero@bangormaine.gov)>; Rienas, Kayleigh <[Kayleigh.Rienas@bangormaine.gov](mailto:Kayleigh.Rienas@bangormaine.gov)>  
**Cc:** info <[info@carpenterassoc.com](mailto:info@carpenterassoc.com)>  
**Subject:** RE: 2024038 Penquis - Broadway Heights

**WARNING: EXTERNAL EMAIL** - DOUBLE CHECK THE SENDER'S ADDRESS BEFORE OPENING LINKS OR ATTACHMENTS.

Anja,

Is it possible to speak with the reviewer from Engineering to make sure I understand their concerns.

Randy Bragg, P.E.  
**Carpenter Associates**  
687 Stillwater Avenue  
Old Town, ME 04468  
(207) 827-8001

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**From:** Carpenter Associates <[info@carpenterassoc.com](mailto:info@carpenterassoc.com)>  
**Sent:** Wednesday, June 24, 2026 11:27 AM  
**To:** Randy Bragg <[rbragg@carpenterassoc.com](mailto:rbragg@carpenterassoc.com)>

**Carpenter Associates Responses**  
**June 25, 2026**

**Milford St Ext – 046-032 Additional Comments**  
**6/24/2026**

Hello, please see the comments from staff below. To get this on the July 7<sup>th</sup> Planning Board meeting, we will need revisions as soon as possible. If you have any questions, please feel free to reach out.

**Engineering Comments:**

- The plans show a 1:1 slope that is 9 feet in height at its maximum and is graded to the property line of the abutting property. The plans do not call out the proposed surface treatment of this slope that I could find. They provide details of slope treatment in the detail section but provide details for both vegetative cover and Riprap. This is a tall, steep slope with storm drain at the base of the slope and surface treatment needs to be called out as well as a maintenance plan for this slope. This will be an erosion issue long-term and with the basin at the bottom of this will require regular maintenance to ensure not sediment is built up. Also, would like to see Geotech report that supports the stability of the 1:1 slope.  
**Details are provided for riprap stabilization in the drawing set. Geotechnical work, at design, will confirm slope stabilization.**
- This slope creates a change in conditions for the neighboring property and a fence should be installed the entire length of the slope on the property line to mitigate the hazard it creates for the abutting property. Plans show an existing fence that extends a portion of this, however it should be extended to the full length.  
**Existing fences labeled, fence added to extend to full length.**
- The plan calls for a modular block wall installed on the frontage on Broadway Street. This is shown with the face of the wall only 2 feet off the property line. I am curious how they plan to install this. This will require excavating into the ROW as shown and likely at 9 ft max exposed height, likely 11 to 12 feet including buried portion, this wall will require base blocks to be 72 inch deep blocks which means the base blocks will be 4 feet into the ROW at the back. The other alternative would require reinforcing geogrid which would extend under the sidewalk which the City is not in favor of allowing either. This wall should be moved away from the ROW line to allow the wall to be built entirely on the subject property. The city may allow a construction easement for excavation during construction within the ROW, however no structure shall be built within the ROW.  
**Retaining wall has been moved closer to building. Design will request grading easement for install. No structures are planned for R.O.W. upon completion.**

- We recommend shrubs planted at the top of the wall between the wall and the sidewalk as a buffer. Top of wall must have a proper railing installed.  
**Shrubs will be installed between wall and sidewalk. The wall will also have a fence along the top.**
- The isle for the parking at and to the south of the handicapped parking spot does not meet the isle width requirement. The isle necks down before these spots. This isle needs to be increased to 24 feet for the entire width of the parking spaces. This layout also forces the last 1 or 2 spots to back over the sidewalk closing area in order to exit. Possibly shift the sidewalk to remove this scenario.  
**Sidewalk has been adjusted to allow proper turning movement.**
- Curb cut on Broadway needs to be removed and new curbing installed to match exiting curb line. Esplanade should be installed and sidewalk raised to match grades on either side of existing driveway.  
**Existing curb cut will be removed and curbing, sidewalk and esplanade will be made continuous.**
- There is an odd Door shown on the top of the retaining wall on Broadway. What is this for?  
**This “door” is a gate on the existing fencing picked up on the survey. This fencing and gate/door will be removed in favor of the new design.**
- Grading in ROW in front- We have no issue here since there is an existing sidewalk on this street.  
**Okay.**
- Crosswalk marking in driveway- would like to move this to the sidewalk for the roadway. This is a school access route. Provide Tip downs and detectables at entrance per MDOT Specifications.  
**Crosswalk marking, tip downs, and detectables added to proposed curb cut at Milford Place Extension.**

#### **Forestry Comments:**

- Can you send a species list for new plantings?  
**Note added to include native non-invasive species. Exact species to be approved by the City prior to construction.**

#### **Planning Comments:**

- The southern fence looks like it goes over the property line.  
**This fence is an existing fence.**

This is an additional comment with regards to the pedestrian connection to Broadway. We spoke with Engineering about that and they agree that there really does need to be a pedestrian connection to Broadway particularly when there is frontage on that road and where it's a 41-unit apartment building with only 21 parking spots. They noted that the existing sidewalk through the school area is intended for the school itself and not as a public way, and also that it goes through a fenced area at the school. The School department will likely not allow the public to use that, at least during school hours. I know there was also a concern about people coming up any stairs to hide between the retaining wall and the building, so I would propose a gate at the bottom of the stairs that requires key card access or something similar in order for people to enter.

**We have included a stair access from the Broadway sidewalk, connecting to the sidewalk in front of the proposed building. During design a method will be developed to restrict non-tenants from short-cutting through this property.**

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**RE: 2024038 Penquis - Broadway Heights**

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**From** Chuck Harrison <chuck@bangorwater.org>

**Date** Wed 6/24/2026 4:51 PM

**To** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>; Patrick Later <patrick@bangorwater.org>; Vaughan Littlefield <vaughan@bangorwater.org>

**Cc** Collette, Anja <anja.collette@bangormaine.gov>; Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>

**WARNING: EXTERNAL EMAIL** - DOUBLE CHECK THE SENDER'S ADDRESS BEFORE OPENING LINKS OR ATTACHMENTS.

Anja,

Based on our earlier conversation, and confirming that Vaughan's previous comments that were addressed, I would recommend that the Milford Extension Phase 2 be allowed to go to the planning board with one condition. The condition being that a road opening permit will not be allowed on the phase 2 project until the phase 1 water line meets BWD specifications. I think this will address Vaughan's comment about the original water line yet allow the phase 2 to move forward in seeking funding, and allow additional documents to be submitted. Please let me know if you have questions or concerns.

Chuck Harrison  
Bangor Water District  
General Manager  
O: 207-947-4516 X203  
C: 720-505-6641

"Whether you think you can or think you can't, you're right"  
– Henry Ford

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**From:** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

**Sent:** Monday, June 22, 2026 12:20 PM

**To:** Chuck Harrison <chuck@bangorwater.org>; Patrick Later <patrick@bangorwater.org>

**Cc:** Collette, Anja <anja.collette@bangormaine.gov>; Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>

**Subject:** Re: 2024038 Penquis - Broadway Heights

Hello,

Okay, I'll reattach the revisions for a project on Milford St Ext here and I just sent you another application.

Thank you,



**CITY OF BANGOR**

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**Re: 2024038 Penquis - Broadway Heights**

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**From** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

**Date** Fri 6/26/2026 12:07 PM

**To** Cameron, Sophia <sophia.cameron@bangormaine.gov>; Arruda, Ben <ben.arruda@bangormaine.gov>

**Cc** Collette, Anja <anja.collette@bangormaine.gov>; Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>;  
Krieg, Anne M. <anne.krieg@bangormaine.gov>

Hi Sophie,

We cannot require a species list or garden beds on this project since it is not in our ordinance. However, the ordinance prohibits invasive species, so that is why we were able to have that added.



**CITY OF BANGOR**

**Matthew Altiero, Planning Analyst**

**Community & Economic Development Department**

matthew.altiero@bangormaine.gov

*Some people have received emails or letters from an unknown source pretending to be the municipality, stating that additional, exorbitant fees are required to finish processing applications. Please know that our fee schedule is available on the City's website, and we always require fees up front before reviewing an application, not after it's been put on a Planning Board agenda.*

*Please also call our office at 207-992-4280 or email us at [planning@bangormaine.gov](mailto:planning@bangormaine.gov) if you're unsure or if you have any questions.*

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**From:** Cameron, Sophia <sophia.cameron@bangormaine.gov>

**Sent:** Friday, June 26, 2026 11:45 AM

**To:** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>; Davis, Jefferson <jefferson.davis@bangormaine.gov>;  
Baron, Eric <Eric.Baron@bangormaine.gov>; May, Richard <richard.may@bangormaine.gov>; Arruda, Ben  
<ben.arruda@bangormaine.gov>

**Cc:** Collette, Anja <anja.collette@bangormaine.gov>; Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>;  
Krieg, Anne M. <anne.krieg@bangormaine.gov>

**Subject:** Re: 2024038 Penquis - Broadway Heights

I think on our end we would prefer there to be a more solid species list/landscape design before approval, instead of them selecting species following approval. Also not seeing any garden beds or

perennials?

Thanks,

Sophie



CITY OF  
BANGOR

**Sophia A. Cameron**

Forest Technician

Forestry Division

Public Works/Parks & Recreation

207-992-4504

sophia.cameron@bangormaine.gov

---

**From:** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

**Sent:** Friday, June 26, 2026 11:40 AM

**To:** Davis, Jefferson <jefferson.davis@bangormaine.gov>; Baron, Eric <Eric.Baron@bangormaine.gov>; May, Richard <richard.may@bangormaine.gov>; Cameron, Sophia <sophia.cameron@bangormaine.gov>; Arruda, Ben <ben.arruda@bangormaine.gov>

**Cc:** Collette, Anja <anja.collette@bangormaine.gov>; Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>; Krieg, Anne M. <anne.krieg@bangormaine.gov>

**Subject:** Fw: 2024038 Penquis - Broadway Heights

Hi all,

Please see the attached comments and revisions. If these satisfy your remaining comments, please send over a signoff.

Thank you,



CITY OF BANGOR

**Matthew Altiero, Planning Analyst**

**Community & Economic Development Department**

matthew.altiero@bangormaine.gov

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**RE: 2024038 Penquis - Broadway Heights**

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**From** Baron, Eric <Eric.Baron@bangormaine.gov>  
**Date** Mon 6/29/2026 9:27 AM  
**To** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>  
**Cc** Davis, Jefferson <jefferson.davis@bangormaine.gov>

Matthew,

These responses are acceptable to Engineering.

Thank you

Eric

Eric Baron, P.E.  
Assistant Director of Engineering  
Maine Licensed Engineer  
City of Bangor  
O: 207-992-4244  
M: 207-852-8323

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**From:** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>  
**Sent:** Friday, June 26, 2026 11:40 AM  
**To:** Davis, Jefferson <jefferson.davis@bangormaine.gov>; Baron, Eric <Eric.Baron@bangormaine.gov>; May, Richard <richard.may@bangormaine.gov>; Cameron, Sophia <sophia.cameron@bangormaine.gov>; Arruda, Ben <ben.arruda@bangormaine.gov>  
**Cc:** Collette, Anja <anja.collette@bangormaine.gov>; Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>; Krieg, Anne M. <anne.krieg@bangormaine.gov>  
**Subject:** Fw: 2024038 Penquis - Broadway Heights

Hi all,  
Please see the attached comments and revisions. If these satisfy your remaining comments, please send over a signoff.  
Thank you,



**CITY OF BANGOR**  
**Matthew Altiero, Planning Analyst**  
**Community & Economic Development Department**  
[matthew.altiero@bangormaine.gov](mailto:matthew.altiero@bangormaine.gov)

*Some people have received emails or letters from an unknown source pretending to be the municipality, stating that additional, exorbitant fees are required to finish processing applications. Please know that our fee schedule is available on the City's website, and we always require fees up front before reviewing an application, not after it's been put on a Planning Board agenda.*

*Please also call our office at 207-992-4280 or email us at [planning@bangormaine.gov](mailto:planning@bangormaine.gov) if you're unsure or if you have any questions.*

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**From:** Carpenter Associates <[info@carpenterassoc.com](mailto:info@carpenterassoc.com)>  
**Sent:** Friday, June 26, 2026 11:29 AM  
**To:** Collette, Anja <[anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov)>; rbragg <[rbragg@carpenterassoc.com](mailto:rbragg@carpenterassoc.com)>; Altiero, Matthew <[Matthew.Altiero@bangormaine.gov](mailto:Matthew.Altiero@bangormaine.gov)>; Rienas, Kayleigh <[Kayleigh.Rienas@bangormaine.gov](mailto:Kayleigh.Rienas@bangormaine.gov)>  
**Cc:** Krieg, Anne M. <[anne.krieg@bangormaine.gov](mailto:anne.krieg@bangormaine.gov)>  
**Subject:** 2024038 Penquis - Broadway Heights

**WARNING: EXTERNAL EMAIL** - DOUBLE CHECK THE SENDER'S ADDRESS BEFORE OPENING LINKS OR ATTACHMENTS.

Anja –

Please find attached our response to the most recent staff comments, along with the complete updated package with revised drawings.

How many hard copies are required?

Thank you,

Janelle Libby  
**Carpenter Associates**  
687 Stillwater Avenue  
Old Town, ME 04468  
Phone (207) 827-8001  
Fax (207) 827-8234

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**From:** Collette, Anja <[anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov)>  
**Sent:** Thursday, June 25, 2026 10:47 AM  
**To:** Randy Bragg <[rbragg@carpenterassoc.com](mailto:rbragg@carpenterassoc.com)>; Altiero, Matthew <[Matthew.Altiero@bangormaine.gov](mailto:Matthew.Altiero@bangormaine.gov)>; Rienas, Kayleigh <[Kayleigh.Rienas@bangormaine.gov](mailto:Kayleigh.Rienas@bangormaine.gov)>  
**Cc:** Carpenter Associates <[info@carpenterassoc.com](mailto:info@carpenterassoc.com)>; Krieg, Anne M. <[anne.krieg@bangormaine.gov](mailto:anne.krieg@bangormaine.gov)>  
**Subject:** Re: 2024038 Penquis - Broadway Heights  
**Importance:** High

Thanks Randy. I'm thinking we should go ahead and send notices out for this to be on the July 7<sup>th</sup> meeting, but if after the revisions, there are still some things that are unresolved with Engineering, if the Planning Board had to postpone their decision until July 21st, would that still give Penquis enough time to make their funding deadline?



CITY OF BANGOR

JEFFERSON DAVIS, PLA  
DIRECTOR OF ENGINEERING

## DEPARTMENT OF ENGINEERING

June 30, 2026

City of Bangor Planning Board  
73 Harlow Street  
Bangor, Maine 04401

Re: Broadway Heights Subdivision Plan  
Milford Street Extension, Bangor, Maine

Dear Planning Board Members,

The Engineering Department of the City of Bangor has completed our review of the proposed subdivision plan at Map 46, Lot 32, Milford Street Extension being proposed by Penquis C.A.P. Inc. The plans were prepared and submitted by Randy Bragg of Carpenter Associates on June 26, 2026.

The plan includes the development of a four-story, forty-one (41) unit residential building. Our review included an evaluation of the overall parking and lot layout, traffic generation, proposed utilities including sanitary sewer and drinking water.

In accordance with Section 165-128 (F), I have determined that the final subdivision plan for the subdivision complies with applicable health, sanitation, and engineering standards.

Sincerely,

Jefferson Davis, PLA  
Maine Licensed Landscape Architect  
Director of Engineering

Owner	Owner 2	Owner Address 1	Owner Address 2
ST JOSEPH HOSPITAL		360 BROADWAY	BANGOR ME 04401
M & J COMPANY		C/O ST JOSEPH HOSPITAL ATTN ACCTS PAYABLE 172 KINSLEY STREET	NASHUA NH 03060
TIBBETTS GARY D	TIBBETTS DAYNA A HERZ	403 BROADWAY	BANGOR ME 04401
DULLE KATHRYN ELIZABETH		407 BROADWAY	BANGOR ME 04401
MCDUGALL SHAWN		65 KING PINE ROAD	HOLDEN ME 04429
QUEEN CITY LLC		8 ROWELL ROAD	HAMPDEN ME 04444
VANKIRK TRICIA L		391 BROADWAY	BANGOR ME 04401
PENQUIS C.A.P. INC		PO BOX 1162	BANGOR ME 04402-1162
BANGOR NATURAL GAS COMPANY		498 MAINE AVENUE	BANGOR ME 04401
BANGOR CITY OF		ACCT. PAYABLE SCHOOL DEPT. 73 HARLOW STREET	BANGOR ME 04401
ROBINSON ELEANOR JOANNE		383 BROADWAY	BANGOR ME 04401
BANGOR CITY OF		ATTN: BANGOR INTERNATIONAL AIRPORT 287 GODFREY BLVD	BANGOR ME 04401
PENQUIS C.A.P. INC		PO BOX 1162	BANGOR ME 04402-1162
MP LP		262 HARLOW STREET	BANGOR ME 04401



**CITY OF BANGOR**

PLANNING DIVISION

# COMMUNITY & ECONOMIC DEVELOPMENT

June 25, 2026

Dear Property Owner,

Please be advised that the Planning Board of the City of Bangor will hold a public hearing on Tuesday, July 7<sup>th</sup>, 2026, beginning at 7 PM in the Council Chambers on the 1st floor of City Hall (73 Harlow Street) and will consider the following application:

**Land Development Permit Application – Major Site Development and Minor Subdivision for the construction of a 41-unit multi-story building with associated parking at property located at Milford Street Extension, Map-Lot 046-032, in the Multifamily and Service District (M&SD). Applicant/Owner: Penquis CAP, Inc.**

A full copy of the application can be emailed or mailed to any interested party by emailing a request to [planning@bangormaine.gov](mailto:planning@bangormaine.gov) or calling the office at 207.992.4257. Copies of the application can also be picked up at City Hall. To submit comments in writing, please email comments to [planning@bangormaine.gov](mailto:planning@bangormaine.gov) or mail to 73 Harlow Street before 4 PM, July 6<sup>th</sup>, 2026. Interested parties can also make an appointment by email or phone to meet with Planning Division staff in person or on Zoom.

The public is welcome to attend the meeting in person or via Zoom. Public comments are allowed over Zoom; however, you must register before 9 AM, July 7<sup>th</sup> at <https://bangormaine.gov/504/Meeting-Participation>. Zoom details can be found at the city's website under [www.bangormaine.gov/calendar](http://www.bangormaine.gov/calendar). The Planning Board meeting may be streamed live via the City of Bangor's YouTube page; however, comments are not enabled during streaming. Please call our office if you have questions about the process or participation in the hearing process.

Anja Collette  
Planning Officer  
207-992-4280  
[planning@bangormaine.gov](mailto:planning@bangormaine.gov)



**Bangor is rewriting its Land Development Code! For more details and to sign up for updates, visit [www.blueprintbangor.com](http://www.blueprintbangor.com)**

73 HARLOW STREET, BANGOR, ME 04401  
TELEPHONE: (207) 992-4280 FAX: (207) 945-4447  
[WWW.BANGORMAINE.GOV](http://WWW.BANGORMAINE.GOV)



# COMMUNITY & ECONOMIC DEVELOPMENT

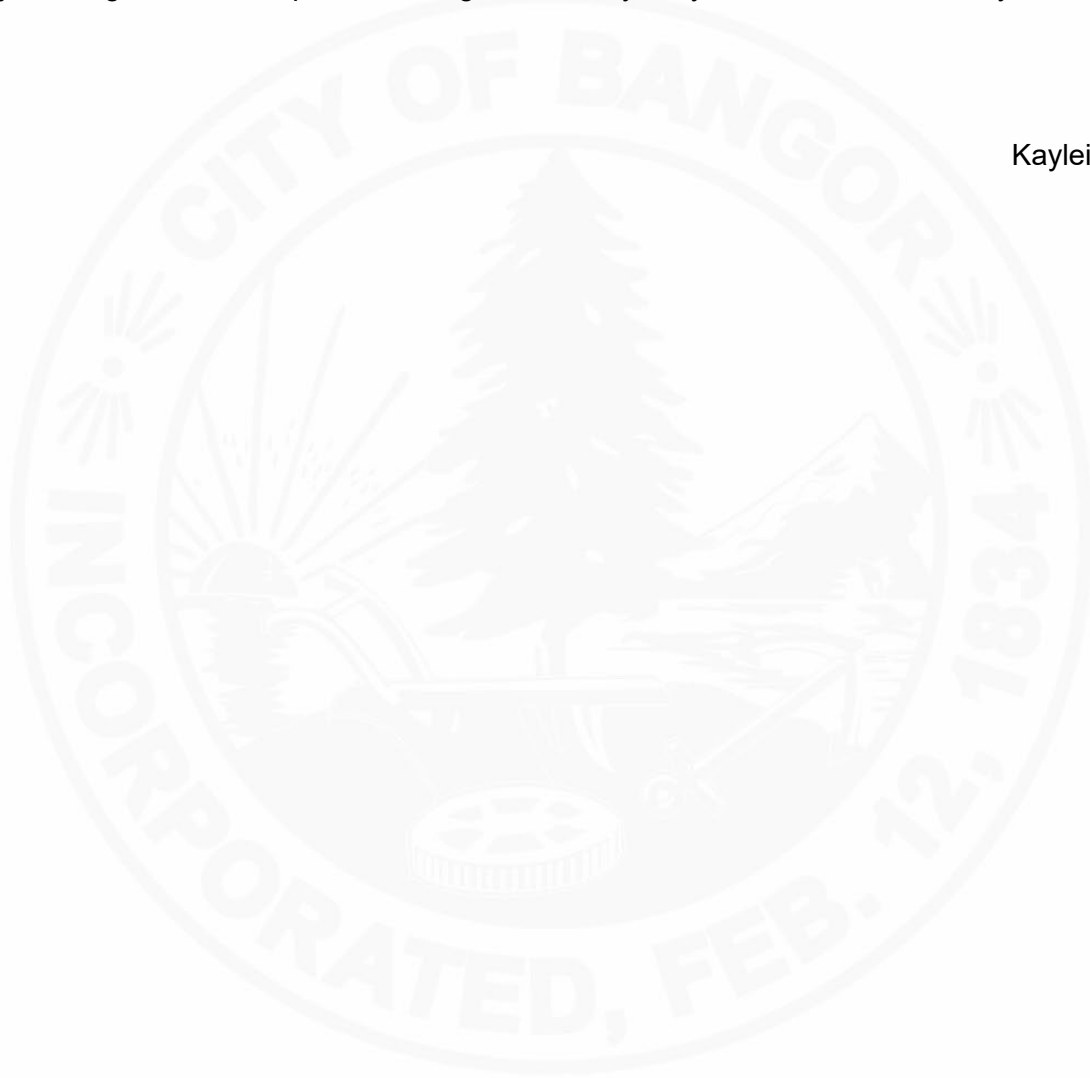
CITY OF BANGOR

PLANNING DIVISION

Re: SDP-SUB – Milford St Ext – Penquis CAP – Notice of Mailing

On June 25, 2026, the Public Notice for Milford St Ext – Penquis CAP, advising that the Planning Board of the City of Bangor will hold a public hearing on Tuesday, July 7, 2026, was mailed by the Planning Division.

Kayleigh Rienas



**Title 30-A: MUNICIPALITIES AND COUNTIES**  
**Part 2: MUNICIPALITIES**  
Subpart 6-A: PLANNING AND LAND USE REGULATION  
**Chapter 187: PLANNING AND LAND USE REGULATION**  
Subchapter 4: SUBDIVISIONS

## **§4404. Review criteria**

When adopting any subdivision regulations and when reviewing any subdivision for approval, the municipal reviewing authority shall consider the following criteria and, before granting approval, must determine that: [PL 1989, c. 104, Pt. A, §45 (NEW); PL 1989, c. 104, Pt. C, §10 (NEW).]

**1. Pollution.** The proposed subdivision will not result in undue water or air pollution. In making this determination, it shall at least consider:

**A. The elevation of the land above sea level and its relation to the flood plains;** [PL 1989, c. 104, Pt. A, §45 (NEW); PL 1989, c. 104, Pt. C, §10 (NEW).]

**B. The nature of soils and subsoils and their ability to adequately support waste disposal;** [PL 1989, c. 104, Pt. A, §45 (NEW); PL 1989, c. 104, Pt. C, §10 (NEW).]

**C. The slope of the land and its effect on effluents;** [PL 1989, c. 104, Pt. A, §45 (NEW); PL 1989, c. 104, Pt. C, §10 (NEW).]

**D. The availability of streams for disposal of effluents; and** [PL 1989, c. 104, Pt. A, §45 (NEW); PL 1989, c. 104, Pt. C, §10 (NEW).]

**E. The applicable state and local health and water resource rules and regulations;** [PL 1989, c. 104, Pt. A, §45 (NEW); PL 1989, c. 104, Pt. C, §10 (NEW).]

[PL 1989, c. 104, Pt. A, §45 (NEW); PL 1989, c. 104, Pt. C, §10 (NEW).]

**2. Sufficient water.** The proposed subdivision has sufficient water available for the reasonably foreseeable needs of the subdivision;

[PL 1989, c. 104, Pt. A, §45 (NEW); PL 1989, c. 104, Pt. C, §10 (NEW).]

**3. Municipal water supply.** The proposed subdivision will not cause an unreasonable burden on an existing water supply, if one is to be used;

[PL 1989, c. 104, Pt. A, §45 (NEW); PL 1989, c. 104, Pt. C, §10 (NEW).]

**4. Erosion.** The proposed subdivision will not cause unreasonable soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy condition results;

[PL 1989, c. 104, Pt. A, §45 (NEW); PL 1989, c. 104, Pt. C, §10 (NEW).]

**5. Traffic.** The proposed subdivision will not cause unreasonable highway or public road congestion or unsafe conditions with respect to the use of the highways or public roads existing or proposed and, if the proposed subdivision requires driveways or entrances onto a state or state aid highway located outside the urban compact area of an urban compact municipality as defined by Title 23, section 754 ([../23/title23sec754.html](#)), the Department of Transportation has provided documentation indicating that the driveways or entrances conform to Title 23, section 704 ([../23/title23sec704.html](#)) and any rules adopted under that section;

[PL 2001, c. 560, §1 (AMD).]

**6. Sewage disposal.** The proposed subdivision will provide for adequate sewage waste disposal and will not cause an unreasonable burden on municipal services if they are utilized;

[PL 1989, c. 104, Pt. A, §45 (NEW); PL 1989, c. 104, Pt. C, §10 (NEW); PL 1989, c. 497, §8 (AMD).]

**7. Municipal solid waste disposal.** The proposed subdivision will not cause an unreasonable burden on the municipality's ability to dispose of solid waste, if municipal services are to be utilized;

[PL 1989, c. 104, Pt. A, §45 (NEW); PL 1989, c. 104, Pt. C, §10 (NEW); PL 1989, c. 497, §8 (AMD).]

**8. Aesthetic, cultural and natural values.** The proposed subdivision will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, significant wildlife habitat identified by the Department of Inland Fisheries and Wildlife or the municipality, or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline;

[PL 1989, c. 104, Pt. A, §45 (NEW); PL 1989, c. 104, Pt. C, §10 (NEW); PL 1989, c. 497, §8 (AMD).]

**9. Conformity with local ordinances and plans.** The proposed subdivision conforms with a duly adopted subdivision regulation or ordinance, comprehensive plan, development plan or land use plan, if any. In making this determination, the municipal reviewing authority may interpret these ordinances and plans;

[PL 1989, c. 104, Pt. A, §45 (NEW); PL 1989, c. 104, Pt. C, §10 (NEW).]

**10. Financial and technical capacity.** The subdivider has adequate financial and technical capacity to meet the standards of this section;

[PL 1989, c. 104, Pt. A, §45 (NEW); PL 1989, c. 104, Pt. C, §10 (NEW).]

**11. Surface waters; outstanding river segments.** Whenever situated entirely or partially within the watershed of any pond or lake or within 250 feet of any wetland, great pond or river as defined in Title 38, chapter 3, subchapter I, article 2-B ([../38/title38ch3sec0.html](#)), the proposed subdivision will not adversely affect the quality of that body of water or unreasonably affect the shoreline of that body of water.

A. When lots in a subdivision have frontage on an outstanding river segment, the proposed subdivision plan must require principal structures to have a combined lot shore frontage and setback from the normal high-water mark of 500 feet.

(1) To avoid circumventing the intent of this provision, whenever a proposed subdivision adjoins a shoreland strip narrower than 250 feet which is not lotted, the proposed subdivision shall be reviewed as if lot lines extended to the shore.

(2) The frontage and set-back provisions of this paragraph do not apply either within areas zoned as general development or its equivalent under shoreland zoning, Title 38, chapter 3, subchapter I, article 2-B (../38/title38ch3sec0.html), or within areas designated by ordinance as densely developed. The determination of which areas are densely developed must be based on a finding that existing development met the definitional requirements of section 4401, subsection 1 (../30-A/title30-Asec4401.html), on **September 23, 1983**; [PL 1989, c. 104, Pt. A, §45 (NEW); PL 1989, c. 104, Pt. C, §10 (NEW).]

[PL 1989, c. 104, Pt. A, §45 (NEW); PL 1989, c. 104, Pt. C, §10 (NEW); PL 1989, c. 497, §8 (AMD).]

**12. Ground water.** The proposed subdivision will not, alone or in conjunction with existing activities, adversely affect the quality or quantity of ground water;

[PL 1989, c. 104, Pt. A, §45 (NEW); PL 1989, c. 104, Pt. C, §10 (NEW); PL 1989, c. 429, §1 (AMD); PL 1989, c. 497, §8 (AMD).]

**13. Flood areas.** Based on the Federal Emergency Management Agency's Flood Boundary and Floodway Maps and Flood Insurance Rate Maps, and information presented by the applicant whether the subdivision is in a flood-prone area. If the subdivision, or any part of it, is in such an area, the subdivider shall determine the 100-year flood elevation and flood hazard boundaries within the subdivision. The proposed subdivision plan must include a condition of plan approval requiring that principal structures in the subdivision will be constructed with their lowest floor, including the basement, at least one foot above the 100-year flood elevation;

[PL 1989, c. 104, Pt. A, §45 (NEW); PL 1989, c. 104, Pt. C, §10 (NEW); PL 1989, c. 429, §1 (AMD); PL 1989, c. 497, §8 (AMD); PL 1989, c. 878, Pt. A, §85 (RPR).]

**14. Freshwater wetlands.** All freshwater wetlands within the proposed subdivision have been identified on any maps submitted as part of the application, regardless of the size of these wetlands. Any mapping of freshwater wetlands may be done with the help of the local soil and water conservation district;

[PL 1989, c. 404, §2 (NEW); PL 1989, c. 429, §2 (NEW); PL 1989, c. 497, §9 (NEW); PL 1989, c. 772, §3 (AMD); PL 1989, c. 878, Pt. G, §5 (RPR).]

**14-A. Farmland.** All farmland within the proposed subdivision has been identified on maps submitted as part of the application. Any mapping of farmland may be done with the help of the local soil and water conservation district;

[PL 2009, c. 356, Pt. C, §2 (NEW).]

**15. River, stream or brook.** Any river, stream or brook within or abutting the proposed subdivision has been identified on any maps submitted as part of the application. For purposes of this section, "river, stream or brook" has the same meaning as in Title 38, section 480-B, subsection 9 (../38/title38sec480-B.html);

[PL 1991, c. 838, §12 (AMD).]

**16. Storm water.** The proposed subdivision will provide for adequate storm water management;

[PL 1991, c. 838, §12 (AMD).]

**17. Spaghetti-lots prohibited.** If any lots in the proposed subdivision have shore frontage on a river, stream, brook, great pond or coastal wetland as these features are defined in Title 38, section 480-B (../38/title38sec480-B.html), none of the lots created within the subdivision have a lot depth to shore frontage ratio greater than 5 to 1;

[PL 1997, c. 226, §2 (AMD).]

**18. Lake phosphorus concentration.** The long-term cumulative effects of the proposed subdivision will not unreasonably increase a great pond's phosphorus concentration during the construction phase and life of the proposed subdivision;

[PL 2003, c. 622, §2 (AMD).]

**19. Impact on adjoining municipality.** For any proposed subdivision that crosses municipal boundaries, the proposed subdivision will not cause unreasonable traffic congestion or unsafe conditions with respect to the use of existing public ways in an adjoining municipality in which part of the subdivision is located; and

[PL 2003, c. 622, §3 (AMD).]

**20. Lands subject to liquidation harvesting.** Timber on the parcel being subdivided has not been harvested in violation of rules adopted pursuant to Title 12, section 8869, subsection 14 ([../12/title12sec8869.html](#)). If a violation of rules adopted by the Maine Forest Service to substantially eliminate liquidation harvesting has occurred, the municipal reviewing authority must determine prior to granting approval for the subdivision that 5 years have elapsed from the date the landowner under whose ownership the harvest occurred acquired the parcel. A municipal reviewing authority may request technical assistance from the Department of Agriculture, Conservation and Forestry, Bureau of Forestry to determine whether a rule violation has occurred, or the municipal reviewing authority may accept a determination certified by a forester licensed pursuant to Title 32, chapter 76 ([../32/title32ch76sec0.html](#)). If a municipal reviewing authority requests technical assistance from the bureau, the bureau shall respond within 5 working days regarding its ability to provide assistance. If the bureau agrees to provide assistance, it shall make a finding and determination as to whether a rule violation has occurred. The bureau shall provide a written copy of its finding and determination to the municipal reviewing authority within 30 days of receipt of the municipal reviewing authority's request. If the bureau notifies a municipal reviewing authority that the bureau will not provide assistance, the municipal reviewing authority may require a subdivision applicant to provide a determination certified by a licensed forester.

For the purposes of this subsection, "liquidation harvesting" has the same meaning as in Title 12, section 8868, subsection 6 ([../12/title12sec8868.html](#)) and "parcel" means a contiguous area within one municipality, township or plantation owned by one person or a group of persons in common or joint ownership. This subsection takes effect on the effective date of rules adopted pursuant to Title 12, section 8869, subsection 14 ([../12/title12sec8869.html](#)).

[PL 2003, c. 622, §4 (NEW); PL 2011, c. 657, Pt. W, §§5, 7 (REV); PL 2013, c. 405, Pt. A, §23 (REV).]

#### SECTION HISTORY

PL 1989, c. 104, §§A45,C10 (NEW). PL 1989, c. 404, §2 (AMD). PL 1989, c. 429, §§1,2 (AMD). PL 1989, c. 497, §§8,9 (AMD). PL 1989, c. 762, §§3,4 (AMD). PL 1989, c. 772, §3 (AMD). PL 1989, c. 878, §§A85,86,G5 (AMD). PL 1991, c. 838, §§12-14 (AMD). PL 1997, c. 226, §§2-4 (AMD). PL 2001, c. 560, §1 (AMD). PL 2003, c. 622, §§2-4 (AMD). PL 2009, c. 356, Pt. C, §2 (AMD). PL 2011, c. 657, Pt. W, §§5, 7 (REV). PL 2013, c. 405, Pt. A, §23 (REV).

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.

If you need legal advice, please consult a qualified attorney.

Parks, Recreation and Harbor

Advisory Committee

July 9, 2026

5:15 PM

City Council Chambers

73 Harlow Street

**AGENDA**

Approval of May meeting minutes

Final Mission Statement Draft

The Committee has been working on a review of a mission statement for the department. Staff will be reviewing the final draft for review and approval.

Initial Overview of Brown Woods Master Plan

Parks and Recreation and Forestry Staff will be reviewing the beginning stages of the Brown Woods Management Plan. This will be an opportunity for feedback and discussion on progress thus far.

Update Essex Woods Management Plan

Work has been ongoing on a management plan for Essex Woods. This will be updated on progress.

Other Business

Adjourn



CITY OF BANGOR

# HISTORIC PRESERVATION COMMISSION

HISTORIC PRESERVATION COMMISSION  
MEETING OF JULY 9, 2026, 7:00 P.M.  
COUNCIL CHAMBERS, CITY HALL  
73 HARLOW STREET

## AGENDA

### Old Business:

1. Meeting Minutes – June 25, 2026

### New Business:

2. Certificate of Appropriateness and Design Review – 30 Central Street – Map-Lot 041-066 – Great Fire Historic District – Applicant: Rebeca Garcia Owner: Betsy Lundy- The applicant, Rebeca Garcia, requests approval for Certificate of Appropriateness and Design Review at property located at 30 Central Street for the addition of a black and white striped awning to Paloma Gifts storefront. The property is located at Map-Lot 041-066, in the Great Fire Historic District. Applicant: Rebeca Garcia. Owner: Betsy Lundy.
3. Discuss Character-Defining Features in the Historic Districts

### Other Business:

1. Adjournment



# HISTORIC PRESERVATION COMMISSION

CITY OF BANGOR

**HISTORIC PRESERVATION COMMISSION  
MEETING OF JUNE 25, 2026, 7:00 P.M.  
COUNCIL CHAMBERS, CITY HALL  
73 HARLOW STREET**

## **MEETING MINUTES**

### **Commission Members Present:**

Peter Keebler  
Katie Coe  
Rebecca Krupke  
Nathaniel King  
Matthew Weitkamp

### **City Staff Present:**

Anne Krieg, Director of Community &  
Economic Development  
Matt Altiero, Planning Analyst  
Kayleigh Rienas, Development Assistant  
Mike Pullen, HPC Consultant

Chair King called the meeting to order at 7:00 P.M.

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### **Old Business:**

#### **1. Meeting Minutes - June 11, 2026**

Commissioner Coe moved to approve the June 11<sup>th</sup> meeting minutes. Commissioner Keebler seconded. All voting members in favor, none opposed. Motion passed.

#### **2. Adopt Findings & Decisions for 43-49 Main Street**

Commissioner Coe moved to adopt the findings and decisions for 43-49 Main Street. Seconded by Commissioner Krupke. All voting members in favor, none opposed. Motion passed.

### **New Business:**

#### **3. Discuss Character-Defining Features in the Historic Districts**

Historic Preservation Commission – Meeting Minutes  
June 25<sup>th</sup>, 2026

HPC Consultant Pullen presented on the character-defining features of Bangor's Architectural Styles, focusing on residential projects. He referenced §148-9.B.2.b, stating: "Rehabilitation work shall not destroy the distinguishing qualities nor character of the structure and its environment." Pullen explained the purpose of the presentation is for the Commission to know while reviewing applications if there may be alterations that would affect such distinguishing qualities.

HPC Consultant Pullen reminded the Commission the meaning of a character-defining feature. He referenced the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitation, stating: "A prominent or distinctive aspect, quality, or characteristic of a historic property that contributes significantly to its physical character. Structures, objects, vegetation, spatial relationships, views, furnishings, decorative details, and materials may be such features."

Commissioner Keebler noted it is interesting that vegetation is mentioned, as it is viewed as something temporary. Chair King responded that some locations' vegetation is integral to the experience of the location. Commissioner Weitkamp added that some architects designed a structure to exist in certain landscapes, which could contribute to its importance.

HPC Consultant Pullen provided an overview of how the Commission can utilize the CARMA Data Base.

HPC Consultant Pullen discussed the diversity of architectural styles present in the Tree Street Area and State Street Area.

HPC Consultant Pullen presented on the character-defining features of the following architectural styles which are prevalent in Bangor:

- Colonial/Federal
- Greek Revival
- Gothic Revival
- Italianate
- Second Empire
- Shingle/Queen Anne
- Craftsman

Commissioner Coe asked for clarification on what six over six means. HPC Consultant Pullen responded it is the quantity of muntins or panes in a window.

Commissioner Krupke asked if it is original to have sides blocked in on a portico in relation to a Greek Revival home. HPC Consultant Pullen responded yes.

Commissioner Keebler discussed the history of a Gothic Revival property formerly owned by the Kelloggs.

HPC Consultant Pullen described the three-point method when evaluating character-defining features, which entails: what you see from a distance, what you see up close, and what you see at arm's length.

Commissioner Coe asked about additions on buildings that has different elements and styles – specifically, if an owner could add on in a style that is already present on the building but may not be its original style. HPC Consultant Pullen responded that with additions, one does not copy a historic style; rather, the addition must be distinguished separately. He included the example of a transparent glass connector between an original build and an addition.

HPC Consultant Pullen provided an interactive example on how to utilize the State of Maine Cultural &

Historic Preservation Commission – Meeting Minutes  
June 25<sup>th</sup>, 2026

Architectural Resource Management Archive (CARMA) Data Base. He concluded the presentation, stating that commercial properties will be discussed at a later time.

**Other Business:**

**4. Schedule Next Special Meeting Date**

Commissioner Coe informed the Commission she is unable to attend the meeting on July 9, 2026. Chair King confirmed that a satisfactory number of Commission Members should be present, so her attendance is not necessary.

The Commission decided September 24, 2026 for the next Historic Preservation Commission Special Meeting date.

**5. Adjournment**

Meeting adjourned at 8:07 PM.

Respectfully submitted,

Kayleigh Rienas  
Development Assistant  
Planning Division



# COMMUNITY & ECONOMIC DEVELOPMENT

**CITY OF BANGOR**

PLANNING DIVISION

August 13, 2026

## Bangor Historic Preservation Commission Findings and Decision

**Applicant:** Rebeca Garcia  
30 Central Street  
Bangor, ME 04401

**Owner:** Elizabeth Lundy  
58 Forest Avenue  
Bangor, ME 04401

**Property Address:** 30 Central Street, Map-Lot 041-066

**Zoning District:** Downtown Development District (DDD)

**Permit Request:** Certificate of Appropriateness and Design Review

**Designation:** Great Fire Historic District

**Description:** Addition of black and white striped awning under existing signage on Paloma Gifts' storefront

**Public Hearing Date:** July 9, 2026

**Permitting Requirements:** §148-9(A), §148-9(B), §71-8

### Commission Members Present:

**Commission Vote:** Motion carried [redacted] to [redacted] the Certificate of Appropriateness and Design Review Permit.

### I. The Record

The Historic Preservation Commission reviewed the following exhibits:

1. Certificate of Appropriateness and Design Review application, including a photo exhibit, submitted by applicant on 06.16.2026
2. Payment Receipt, created by Planning staff on 06.16.2026

3. Consultant’s memo, received from HPC Consultant Mike Pullen on 06.24.2026
4. Applicant response to questions and comments, including a photo attachment, received via email on 06.24.2026
5. Code Enforcement review update, received via email on 07.01.2026
6. Staff building permit question and applicant response, correspondence via email on 06.26.2026
7. List of abutters within 100ft of the subject property, generated by staff on 06.29.2026
8. Public Notice, sent to abutters within 100ft of the subject property on 06.30.2026
9. Notice of Mailing, generated by staff on 06.30.2026

## **II. Project Description and Permit Requirements**

The project proposes to install a striped black and white awning. As an alteration to the exterior appearance of a building in a historic district, the proposed development must meet the requirements for a Certificate of Appropriateness (§148-8). Since the building is also located in the Bangor Center Revitalization Area, it must also receive a Design Review permit; however, any project that receives a Certificate of Appropriateness is automatically granted a Design Review permit.

## **III. Procedural Background**

1. The Application was deemed complete on June 11, 2026.
2. The proposed Project is a Certificate of Appropriateness and Design Review.
3. The applicant paid all applicable fees (Exhibit 2).

## **IV. Applicable Provisions and Findings**

### **Part 1 – The Project meets the Evaluation Standards of §148-9A regarding general standards.**

1. The Commission finds that, based on Exhibits 1 and 4, the application satisfied Historic Preservation Code §148-9A requiring that any alteration of the historic structure will preserve or enhance its historical and architectural character.

### **Part 2 – The Project meets the Evaluation Standards of §148-9B regarding renovations, alterations and repairs.**

1. The Commission finds that, based on Exhibits 1 and 4, the application satisfies Historic Preservation Code § 148-9B(2)(a) requiring that every reasonable effort shall be made to provide a compatible use which will require minimum alteration to the structure and its environment.

2. The Commission finds that, based on Exhibits 1 and 4, the application satisfies Historic Preservation Code §148-9B(2)(b) requiring that rehabilitation work does not destroy the distinguishing qualities nor character of the structure and its environment.
3. The Commission finds that, based on Exhibits \_\_\_\_, the application satisfies Historic Preservation Code §148-9B(2)(c) requiring that, while repair is preferable to replacement, in the event that replacement of deteriorated architectural features is necessary, the new material should match the material being replaced in composition, design, texture and finish.
4. The Commission finds that, based on Exhibits 1 and 4, the application satisfies Historic Preservation Code §148-9B(2)(d) requiring that distinctive stylistic features or examples of skilled craftsmanship which characterize historic structures is not damaged or destroyed, wherever possible.
5. The Commission finds that, based on Exhibits \_\_\_\_, the application satisfies Historic Preservation Code § 148-9B(2)(e) requiring that the changes which have taken place in the course of time have acquired historic significance in their own right are retained and preserved wherever possible.
6. The Commission finds that, based on Exhibits \_\_\_\_, the application satisfies Historic Preservation Code § 148-9B(2)(f) requiring that alterations to a historic building to create an earlier appearance not be undertaken, except when qualifying as restoration under the Secretary of the Interior's Standards for Restoration.
7. The Commission finds that, based on Exhibits 1 and 4, the application satisfies Historic Preservation Code § 148-9B(2)(g) requiring contemporary design for additions to only be approved if such design is compatible with the size, scale, material, and character of the neighborhood, structures, or its environment.
8. The Commission finds that, based on Exhibits \_\_\_\_, the application satisfies Historic Preservation Code § 148-9B(2)(h) requiring mechanical equipment such as heat pumps, solar panels, communication devices, HVAC units, or similar shall be located in such a way as to minimize its visual impact, said equipment shall be screened, if possible, with vegetation or suitable elements of a permanent nature, finished to blend with the rest of the building, and where such screening is not feasible, equipment shall be installed in a neat, presentable manner and, if possible, shall be painted to minimize its visibility.

9. The Commission finds that, based on Exhibits 1 and 4, the application satisfies Historic Preservation Code § 148-9B(2)(i) requiring that, wherever possible, all alterations to structures shall be done in such a manner that if they were to be removed in the future the essential form and integrity of the original structure would be unimpaired.

**Part 3 – The Project meets the Exceptional Circumstances Standards of §148-9E.**

1. The Commission finds that, based on Exhibits \_\_\_\_, the property cannot yield a reasonable economic return or the owner cannot make any reasonable use of the property.
2. The Commission finds that, based on Exhibits \_\_\_\_, the plight of the owner is due to exceptional or unique circumstances and not to the general applicability of this chapter.
3. The Commission finds that, based on Exhibits \_\_\_\_, the conditions or circumstances which constitute the hardship were not caused or created by the property owner after an amendment to Chapter 148-5 by which the property became subject to said chapter.

**V. Decision**

The Commission finds that, based on the findings in Parts 1-2 of Section IV of this document, the Project meets the requirements for a Certificate of Appropriateness and therefore grants a Certificate of Appropriateness and Design Review Permit for the proposed Project.

**VI. General Permit Requirements:**

- A. This permit does not relieve the applicant from any other state or federal permits that may be required for the project.
- B. The proposed construction, reconstruction, alteration, moving or demolition must be begun within 12 months of approval and completed within 24 months of approval, unless the Commission sets other time limits. An extension or extensions of up to one year in total length may be granted as a minor alteration or revision under § 148-8B.C.
- C. After completion of the project, or after 24 months from the issuance of a Certificate of Appropriateness permit, the property owner shall allow staff to access exterior areas of the property as reasonably necessary in order to perform an inspection to verify work was done in accordance with the Commission's approval.

- D. Any person, firm or corporation being the actual or constructive owner of any building or premises which is adjudged to be in violation of any of the provisions of this chapter shall be guilty of a civil violation and, on conviction, shall be fined not less than \$10 nor more than \$100. Each day such a violation is permitted to exist after notification shall constitute a separate offense. Any fines imposed pursuant to this chapter shall inure to the benefit of the City of Bangor.

If you should have any questions or desire further information, please do not hesitate to give the Planning Division a call at 207.992.4280.

Sincerely,

City of Bangor Historic Preservation Commission

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

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

CC: City of Bangor Planning Division  
City of Bangor Code Enforcement Division



# HISTORIC PRESERVATION COMMISSION APPLICATION

PLEASE KNOW OUR FEE SCHEDULE IS AVAILABLE ON THE CITY'S WEBSITE, AND WE ALWAYS REQUIRE FEES UP FRONT BEFORE REVIEWING AN APPLICATION, NOT AFTER IT'S BEEN PUT ON A HISTORIC PRESERVATION COMMISSION AGENDA

ONE COLOR COPY OF THIS COMPLETED APPLICATION MUST BE SUBMITTED AT THE TIME OF APPLICATION ALONG WITH APPROPRIATE FEE FOR REVIEW ON THE MONDAY TWO WEEKS PRECEDING THE MEETING (17 DAYS)

CITY OF BANGOR  
PLANNING DIVISION

Certificate of Appropriateness

Design Review

Applicant REBECA GARCIA Email PALOMASGIFTSBGR@GMAIL.COM

Mailing Address 30 CENTRAL ST Phone No. 207 356 5176

Location of Site 30 CENTRAL ST BANGOR ME 04401 Zoning District \_\_\_\_\_

Owner(s) of Site if Different from Applicant BETSY LUNDY Map & Lot \_\_\_\_\_

Address \_\_\_\_\_ Primary Contact Person: \_\_\_\_\_

IF OWNER IS DIFFERENT FROM APPLICANT O. A. A. FORM **MUST BE** COMPLETED

Description of applicant's interest in site, if not owner (e.g. lease, option, P&S Agreement): ADDING AN AWNING TO STOREFRONT

1. Identify the action or actions requiring the Certificate of Appropriateness and/or Design Review:

- a. Addition
- b. Reconstruction
- c. Alteration
- d. Removal of trim, elements, facing materials, or parts of building
- e. Sign
- f. New Construction
- g. Moving of Building
- h. Improvements to walkways, driveways, or landscape features
- i. Demolition of structure, or portion of structure

2. Brief description of the above identified action (REQUIRED):

WE WOULD LIKE TO ADD A STRIPED BLACK + WHITE AWNING RIGHT UNDER OUR STORE SIGN.

3. If you checked 1a. (addition), 1b. (reconstruction), 1c. (alteration), or 1d. (removal of trim, etc.):

A. Indicate which of the following will be affected by the project:

Roof  Exterior Woodwork  Siding  Windows  Exterior Door(s)  Other: AWNING

B. How will the work be done:

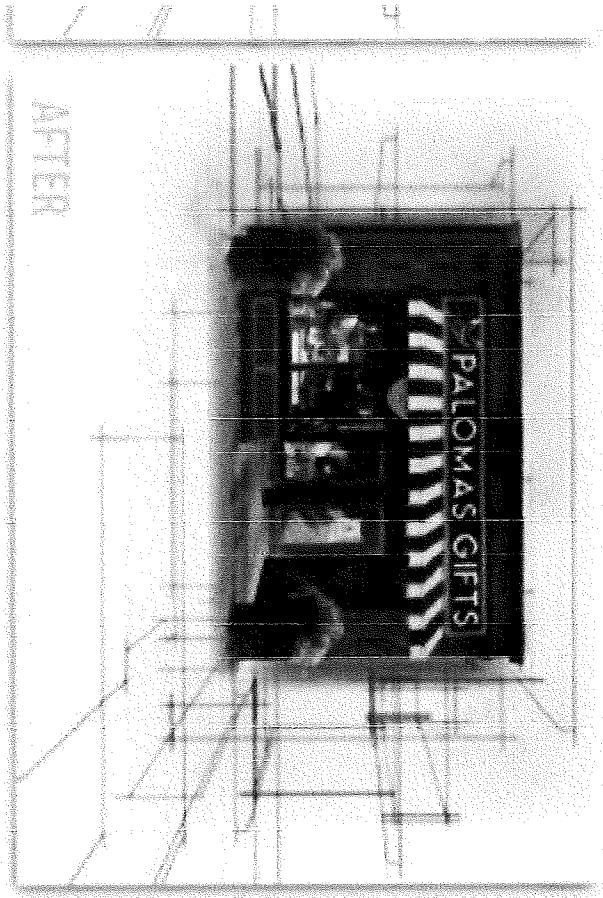
- Removal of existing element/material with new kind of material
- Repair in kind, approximation of original feature

### REQUIRED SUPPLEMENTAL MATERIALS

(PLEASE NOTE: THIS APPLICATION **WILL NOT BE PROCESSED WITHOUT THESE MATERIALS**)

- A. A description and samples of the materials which will be used. The description must include information concerning finishes.
- B. Photographs of the buildings marked to indicate the location of the proposed project or sign
- C. A scale drawing of the project or elements to be changed (if applicable). If the project is an addition or new construction, then the applicant must submit architectural plans drawn to scale and a site plan showing the building in relation to adjacent buildings.
- D. Sign Applications must include a scale drawing of the sign, a depiction or sample of the means of sign attachment or mounting to the building, materials, color samples, lettering samples, and finishes.
- E. \$55 for Certificates of Appropriateness/Design Review, \$275 for new construction/comprehensive rehabilitation

Signature of Applicant/Agent: Rebeca Garcia Date: 06/01/26



AFTER

NOTES

# RECEIPT

DATE 6/16/2020 NO. **019054**

RECEIVED FROM Rebecca Garcia

ADDRESS 30 Central St

\$ 55.00

FOR Code - HPC CoA Application

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	
AMT. PAID		CHECK	<u>55.00</u>
BALANCE DUE		MONEY ORDER	

BY HR

**HISTORIC PRESERVATION COMMISSION  
CITY OF BANGOR, MAINE**

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**TO:** Chair & Members of the Bangor Historic Preservation Commission  
**FROM:** Mike Pullen, AIA, Advisory Consultant to the Historic Preservation Commission  
**DATE:** 06/24/2026

**RE:** APPLICATION FOR A CERTIFICATE OF APPROPRIATENESS & DESIGN REVIEW  
CONSULTANT COMMENTS

Location: 30 Central Street  
Applicant: Rebeca Garcia  
Building Owner: Betsy Lundy

INTRODUCTION TO THE APPLICATION

District: Great Fire Historic District & BCR Area  
Nature of Project: Adding a striped, black & white awning under the existing store sign.

History: The circa 1911 Frey, Dugan, Staples Block was designed by Victor Hodgins and is one of few buildings in the downtown clad in terra-cotta.

APPLICABLE SECTIONS OF THE LAND USE CODE

<u>Sections</u>	<u>Topic</u>	<u>Description of Work</u>
<b>148-9</b>	<b>Evaluation Standards</b>	<b>Alterations</b>
<b>71-11</b>	<b>Standards of Review</b>	<b>Alterations</b>

*Findings of Fact:*

According to the application received , the applicant seeks approval for:

Adding a striped, black & white awning under the existing store sign.

ADVISORY CONSULTANT COMMENTS:

Based on the information contained in the application, the advisory consultant recommends that the Commission determine/ consider the following:

- The existing Palomas Gifts sign is located on the sign band. Is the proposed awning being mounted above or below the sign band?
- The graphic rendering with the application seems to show a black storefront. Will the existing terra cotta remain white?

If the Commission determines that the proposed alterations meet the standards of review, the advisory consultant recommends approval of the application.





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**Re: Historic Preservation Commission Application - 30 Central St**

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**From** Rebeca Garcia <palomasgiftsbgr@gmail.com>

**Date** Wed 6/24/2026 2:44 PM

**To** Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>

**Cc** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>; Collette, Anja <anja.collette@bangormaine.gov>

 2 attachments (20 MB)

IMG\_9050.mov; IMG\_9049.jpeg;

**WARNING: EXTERNAL EMAIL** - DOUBLE CHECK THE SENDER'S ADDRESS BEFORE OPENING LINKS OR ATTACHMENTS.

And I forgot the pictures 🤔

On Wed, Jun 24, 2026 at 2:41 PM Rebeca Garcia <[palomasgiftsbgr@gmail.com](mailto:palomasgiftsbgr@gmail.com)> wrote:

Good afternoon!!!

The plan is to be it the awning under the palomas sign.

The terracotta color has been gone for 18 months (since I moved the shop to that location)

I already got the permission by the city of Bangor to paint the shop black and it has been painted in the last month. I will attach some pictures.

They didn't really explained the process of the downtown grants well at all and I feel I've been started building my house starting with the roof!! Very frustrating but I'm sure with patience it will work!

No one told me I needed a building permit but that got submitted last Thursday and I've not heard back yet. Please bear with me! This is all new to me and pretty overwhelming!

Thanks for everything

Becky

On Wed, Jun 24, 2026 at 1:56 PM Rienas, Kayleigh <[Kayleigh.Rienas@bangormaine.gov](mailto:Kayleigh.Rienas@bangormaine.gov)> wrote:

Hi Rebeca,

We have received the following questions from our Historic Preservation Consultant. Would you be able to provide guidance? You can respond via email or during the meeting your application is discussed at.

- The existing Palomas Gifts sign is located on the sign band. Is the proposed awning being mounted above or below the sign band?
- The graphic rendering with the application seems to show a black storefront. Will the existing terra cotta remain white?

Additionally, you should have received an email on June 17 requesting the submittal of a Building Permit application with the specs for the awning and attachment. Please note that staff is unable to move forward with review until they have received those required forms.

Please reach out if you have any questions!

Best,

Kayleigh Rienas

***Development Assistant***

*Community & Economic Development*



**CITY OF BANGOR**

[73 Harlow Street](#)  
[Bangor, ME 04401](#)

# PALOMAS GIFTS





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**Re: Awning proposal**

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**From** Hanscom Bilotta, Brenda <Brenda.hanscombilotta@bangormaine.gov>

**Date** Fri 6/26/2026 4:24 PM

**To** Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>

**Cc** Collette, Anja <anja.collette@bangormaine.gov>; Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

We have not yet received it. With Laura out we have not kept up on the mail so it may be there.

Best Regards,



**CITY OF BANGOR**

**Brenda Hanscom Bilotta**

***Deputy Director of Code Enforcement***

*Code Enforcement Office*

Phone: 207-992-4224

Fax: 207-992-4196

<http://www.bangormaine.gov>



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**From:** Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>

**Sent:** Friday, June 26, 2026 3:14 PM

**To:** Hanscom Bilotta, Brenda <Brenda.hanscombilotta@bangormaine.gov>

**Cc:** Collette, Anja <anja.collette@bangormaine.gov>; Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

**Subject:** Re: Awning proposal

Hi Brenda,

The applicant said they have submitted their building permit application. If it hasn't been received on your end I can follow up and see if she can try submitting again?

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**From:** Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>

**Sent:** Wednesday, June 24, 2026 9:04 AM

**To:** Hanscom Bilotta, Brenda <Brenda.hanscombilotta@bangormaine.gov>; LaBree, Jeff <jeff.labree@bangormaine.gov>

**Cc:** Collette, Anja <anja.collette@bangormaine.gov>; Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

**Subject:** Re: Awning proposal

Okay, thank you for the update!

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**From:** Hanscom Bilotta, Brenda <Brenda.hanscombilotta@bangormaine.gov>

**Sent:** Wednesday, June 24, 2026 9:02 AM

**To:** Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>; Altiero, Matthew <Matthew.Altiero@bangormaine.gov>; LaBree, Jeff <jeff.labree@bangormaine.gov>

**Subject:** Fw: Awning proposal

This is the email I sent to the applicant. We can't approve until we have reviewed the construction documents. I have not heard back from the applicant.

Best Regards,



CITY OF BANGOR

**Brenda Hanscom Bilotta**

***Deputy Director of Code Enforcement***

*Code Enforcement Office*

Phone: 207-992-4224

Fax: 207-992-4196

<http://www.bangormaine.gov>



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**From:** Hanscom Bilotta, Brenda

**Sent:** Wednesday, June 17, 2026 9:14 AM

**To:** palomasgiftsbgr@gmail.com <palomasgiftsbgr@gmail.com>

**Subject:** Awning proposal

Rebeca,

I have received the application for Design Review and Certificate of Appropriateness for the awning. Please submit a Building Permit application with specs for the awning and attachment. The required forms are linked below.

If you have any questions, please feel free to contact me.

<https://www.bangormaine.gov/DocumentCenter/View/293/Code---Building-Permit-Application-PDF?bidId=>

Best Regards,



**CITY OF BANGOR**

**Brenda Hanscom Bilotta**

***Deputy Director of Code Enforcement***

*Code Enforcement Office*

Phone: 207-992-4224

Fax: 207-992-4196

<http://www.bangormaine.gov>



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**Re: Historic Preservation Commission Application - 30 Central St**

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**From** Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>  
**Date** Mon 6/29/2026 4:13 PM  
**To** Rebeca Garcia <palomasgiftsbgr@gmail.com>  
**Cc** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>

Do you know if you and/or the Davinci signs team have another copy or a digital copy, so we could try to re-submit the application in case there was an issue with the mail? After receiving today's mail, the building permit application still has not been received — my apologies!

---

**From:** Rebeca Garcia <palomasgiftsbgr@gmail.com>  
**Sent:** Monday, June 29, 2026 12:44 PM  
**To:** Rienas, Kayleigh <Kayleigh.Rienas@bangormaine.gov>  
**Cc:** Altiero, Matthew <Matthew.Altiero@bangormaine.gov>  
**Subject:** Re: Historic Preservation Commission Application - 30 Central St

**WARNING: EXTERNAL EMAIL** - DOUBLE CHECK THE SENDER'S ADDRESS BEFORE OPENING LINKS OR ATTACHMENTS.

The Davinci signs team helped me submitting it

On Mon, Jun 29, 2026 at 12:42 PM Rebeca Garcia <[palomasgiftsbgr@gmail.com](mailto:palomasgiftsbgr@gmail.com)> wrote:

It was sent by mail last week. It should be there by now 😞

On Mon, Jun 29, 2026 at 12:34 PM Rienas, Kayleigh <[Kayleigh.Rienas@bangormaine.gov](mailto:Kayleigh.Rienas@bangormaine.gov)> wrote:

Hi Rebeca,

Thank you so much for your response. I understand this process is new for you, so if any questions arise, please don't hesitate to reach out!

Could you let me know how you submitted your building permit? Code Enforcement staff have not seen it come in by email or physical mail, and I wanted to make sure it didn't get lost in the process.

Thank you,

Kayleigh Rienas  
**Development Assistant**  
*Community & Economic Development*



[73 Harlow Street](#)  
[Bangor, ME 04401](#)

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**From:** Rebeca Garcia <[palomasgiftsbgr@gmail.com](mailto:palomasgiftsbgr@gmail.com)>  
**Sent:** Wednesday, June 24, 2026 2:43 PM  
**To:** Rienas, Kayleigh <[Kayleigh.Rienas@bangormaine.gov](mailto:Kayleigh.Rienas@bangormaine.gov)>  
**Cc:** Altiero, Matthew <[Matthew.Altiero@bangormaine.gov](mailto:Matthew.Altiero@bangormaine.gov)>; Collette, Anja <[anja.collette@bangormaine.gov](mailto:anja.collette@bangormaine.gov)>  
**Subject:** Re: Historic Preservation Commission Application - 30 Central St

**WARNING: EXTERNAL EMAIL** - DOUBLE CHECK THE SENDER'S ADDRESS BEFORE OPENING LINKS OR ATTACHMENTS.

And I forgot the pictures 🤔

On Wed, Jun 24, 2026 at 2:41 PM Rebeca Garcia <[palomasgiftsbgr@gmail.com](mailto:palomasgiftsbgr@gmail.com)> wrote:

Good afternoon!!!

The plan is to be it the awning under the palomas sign.  
The terracotta color has been gone for 18 months (since I moved the shop to that location)

I already got the permission by the city of Bangor to paint the shop black and it has been painted in the last month. I will attach some pictures.

They didn't really explained the process of the downtown grants well at all and I feel I've been started building my house starting with the roof!! Very frustrating but I'm sure with patience it will work!

No one told me I needed a building permit but that got submitted last Thursday and I've not heard back yet.  
Please bear with me! This is all new to me and pretty overwhelming!

Thanks for everything

Becky

On Wed, Jun 24, 2026 at 1:56 PM Rienas, Kayleigh <[Kayleigh.Rienas@bangormaine.gov](mailto:Kayleigh.Rienas@bangormaine.gov)> wrote:

Hi Rebeca,

We have received the following questions from our Historic Preservation Consultant. Would you be able to provide guidance? You can respond via email or during the meeting your application is discussed at.

- The existing Palomas Gifts sign is located on the sign band. Is the proposed awning being mounted above or below the sign band?
- The graphic rendering with the application seems to show a black storefront. Will the existing terra cotta remain white?

Additionally, you should have received an email on June 17 requesting the submittal of a Building Permit application with the specs for the awning and attachment. Please note that staff is unable to move forward with review until they have received those required forms.

Please reach out if you have any questions!

Best,

Kayleigh Rienas

***Development Assistant***

*Community & Economic Development*



**CITY OF BANGOR**

[73 Harlow Street](#)  
[Bangor, ME 04401](#)

Owner  
CLIFF HOLDINGS, LLC  
LUNDY ELIZABETH J  
BENNETT III CHARLES A  
DELIA LLC  
29 FRANKLIN, LLC  
MIKE CHARLIES, LLC  
207 CAPTIAL, LLC  
WABANAKI PUBLIC HEALTH AND WELLNESS, NPC  
TIERNEY CHRISTOPHER

Owner 2 Owner Address 1  
40 COLUMBIA STREET  
58 FOREST AVENUE  
P O BOX 1314  
36 CENTRAL STREET  
PO BOX 116  
30 N GOULD ST, STE N  
390 HORSEBACK ROAD  
PO BOX 1356  
206 HOLIDAY BOULEVARD

Owner Address 2

BANGOR ME 04401

BANGOR ME 04401

BANGOR ME 04402 1314

BANGOR ME 04401

ORONO ME 04473

SHERIDAN WY 83801

CARMEL ME 04419

BANGOR ME 04402-1356

CENTER MORICHES NY 11934



CITY OF BANGOR

# HISTORIC PRESERVATION COMMISSION

June 30, 2026

## PUBLIC NOTICE

The Historic Preservation Commission of the City of Bangor will hold a hearing in the Council Chambers on the 1st floor of City Hall (73 Harlow Street) on Thursday, July 9th, 2026 at 7 PM to hear the following application:

**The applicant, Rebeca Garcia, requests approval for Certificate of Appropriateness and Design Review at property located at 30 Central Street for the addition of a black and white striped awning to Paloma Gifts storefront. The property is located at Map-Lot 041-066, in the Great Fire Historic District. Applicant: Rebeca Garcia. Owner: Betsy Lundy.**

A full copy of the application can be emailed or mailed to any interested party by emailing a request to [planning@bangormaine.gov](mailto:planning@bangormaine.gov) or calling the office at 207.992.4257. Copies of the application can also be picked up at City Hall. To submit comments in writing, please email comments to [planning@bangormaine.gov](mailto:planning@bangormaine.gov) or mail to 73 Harlow Street before 4 PM, July 8th, 2026. Interested parties can also make an appointment by email or phone to meet with Planning Division staff in person or on Zoom.

The public is welcome to attend the meeting in person or via Zoom. Public comments are allowed over Zoom; however, you must register before 9 AM, July 9th at <https://bangormaine.gov/504/Meeting-Participation>. Zoom details can be found at the city's website under [www.bangormaine.gov/calendar](http://www.bangormaine.gov/calendar). The Planning Board meeting may be streamed live via the City of Bangor's YouTube page; however, comments are not enabled during streaming. Please call our office if you have questions about the process or participation in the hearing process.

Anja Collette, AICP  
Planning Officer  
City of Bangor



**Bangor is rewriting its Land Development Code! For more details and to sign up for updates, visit [www.blueprintbangor.com](http://www.blueprintbangor.com)**

73 HARLOW STREET, BANGOR, ME 04401  
TELEPHONE: (207) 992-4280 FAX: (207) 945-4447  
[WWW.BANGORMAINE.GOV](http://WWW.BANGORMAINE.GOV)



# COMMUNITY & ECONOMIC DEVELOPMENT

CITY OF BANGOR

PLANNING DIVISION

Re: HPC COA DR – 30 Central St – Rebeca Garcia – Notice of Mailing

On June 30, 2026, the Public Notice for 30 Central St – Rebeca Garcia, advising that the Historic Preservation Commission of the City of Bangor will hold a public hearing on Thursday, July 9, 2026, was mailed by the Planning Division.

Kayleigh Rienas

