

SOLAR WAY SUBDIVISION
CUMBERLAND, MAINE

MAJOR SUBDIVISION APPLICATION

SUBMITTED TO
TOWN OF CUMBERLAND

March 28, 2017

Prepared By:



28 VANNAH AVE. PORTLAND, ME. 04103
Tel: 207.781.5242 Fax: 207.781.4245

SOLAR WAY SUBDIVISION

CUMBERLAND, MAINE

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SECTION 1: DEVELOPMENT DESCRIPTION

The site currently has two homes on 24.8 acres. It will add 3 additional homes. It will use a 750' gravel road for access.

It has two stream crossings, requiring a permit from DEP under the NRPA Standards.

The project will have the following construction schedule.

- | | | |
|----|-----------------------------|-----------------------|
| 1. | Permit Approvals | April 2017 |
| 2. | Road & Utility Construction | June to November 2017 |
| 3. | Lot sales | 2017-2018 |

Construction Drawings List

Drawing #	Description
	Cover Sheet
C1.0	Existing Condition Plan
C1.1	Subdivision Plan
C1.2	Site Plan
C1.3	Net Residential Acreage Plan
C1.4	Conventional Lot Layout
C2.0	Plan & Profile w/ Erosion Control - Solar Way
C3.0	Erosion Control Notes & Details
C4.0	Site Details
D1.0	Drainage Analysis, Existing Condition
D2.0	Drainage Analysis, Developed Condition
	Plan of Property-Cullenberg Land Survey Drawing

SECTION 2: TITLE, RIGHT, OR INTEREST

Attached is the following:

1. Agent Certificate
2. Agent Authorization
3. Good Standing
4. Purchase & Sales Agreement
5. Deed for the parcel

SECTION 3: FINANCIAL CAPACITY / TECHNICAL ABILITY

See attached Financial Capacity Letter. Below is the Technical Ability.

Civil Engineer

Pinkham & Greer Civil Engineers
28 Vannah Avenue
Portland, ME 04103

Surveyor

Maine Survey Consultants, Inc.
PO Box 485
Harrison, ME 04040

Soils Scientist

Mark Hampton Associates
PO Box 1931
Portland, ME 04104-1931

Hydro Geologist

Sweet Associates
155 Gray Rd
Falmouth, ME 04105

SECTION 4: DEP NRPA PBR APPLICATION

Attached is the DEP NRPA PRB Application.

SECTION 5: WILDLIFE AND FISHERIES RESOURCES / NATURAL AREAS

Attached is a Report from US Fish and Wildlife Service and a Letter from the State Department of Agriculture, Conservation & Forestry.

SECTION 6: HISTORIC RESOURCES

Attached is a letter from the Maine Historic Preservation Commission.

SECTION 7: STORMWATER MANAGEMENT REPORT

Attached is a Stormwater Management Report.

SECTION 8: WATER SUPPLY

This project will be serviced by private wells. Attached is a report by Sweet Associates.

SECTION 9: WASTEWATER DISPOSAL

This project will be serviced by private septic systems. See Section 12-Soils for test pit information. See attached email from Glenn Angell stating soils are suitable for septic by DHHS.

SECTION 10: MAINTENANCE OF COMMON FACILITIES OR PROPERTY

The common property and road will be maintained by the homeowner. The roads are being constructed to Town Standards for a private way. Attached is the Declaration of Protective Covenants, Reservations, Restrictions, and Easements of Solar Way Homeowners Association document for the maintenance of the facilities and the open space.

SECTION 11: SOLID WASTE

This project will have public trash collection. Demolition and construction debris will go to EcoMaine in Portland.

Construction waste is estimated at 60cy per unit or 180cy.

The stumps and grubblings will be ground up for erosion control.

Domestic waste will be 2.2 lbs per person per day.

Total weight will be 5 tons per year.

SECTION 12: SOILS

Attached is the soils evaluation.

SECTION 13: WETLANDS

Attached is a wetland delineation letter by Mark Hampton Associates, Inc.

SECTION 14: TRAIL INFORMATION

Attached is trail information.

SECTION 15: YURT PERMIT

Attached is the Yurt Permit.

File: 16158

PINKHAM & GREER
CIVIL ENGINEERS

28 VANNAH AVE. PORTLAND, ME. 04103
Tel: 207.781.5242 Fax: 207.781.4245

March 28, 2017

Ms. Carla Nixon
Town of Cumberland
290 Tuttle Rd
Cumberland, ME 04021

RE: FINAL SUBMITTAL, SOLAR WAY SUBDIVISION

Dear Carla,

We have repackaged the application for Solar Way Subdivision. The road has been redesigned to provide a 25 foot buffer along the stream. This allows this project to qualify for a Permit-By-Rule Stream Crossing from DEP. We expect that permit to be issued prior to the April Planning Board Meeting. We hope to receive final approval from the Board.

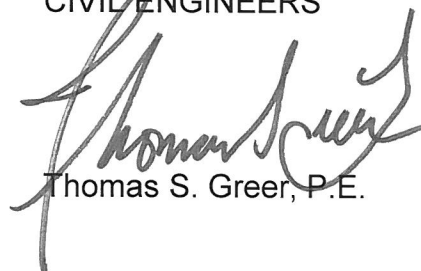
We have added some trees at the existing entrance to Solar Way. The culvert will be removed and a small mound added to provide some screening and ensure the entrance is not used.

We are very appreciative of the Board's efforts to make sure the procedures are followed and we have a solid approval. In asking for preliminary and final approval in one meeting we believe it follows previous Board procedures.

Thank you very much for your consideration of our application.

Sincerely,

PINKHAM & GREER,
CIVIL ENGINEERS



Thomas S. Greer, P.E.

cc: Patrice Miller, File

Enclosures
TSG/rjs

CUMBERLAND CODE

Appendix A
Planning Board Application

Map: R04
Lot: 24

1. **APPLICANT:**

Name: Live Life Maine, LLC Telephone: 207.749.8117
Address: 1 Solar Way Cell: _____
Cumberland, ME 04021 Fax: _____
E-mail: 3chomespatrice@gmail.com
Interest in property: Owns
Interest in abutting properties, if any: No

2. **OWNER:**

Name: Live Life Maine, LLC Telephone: 207.749.8117
Address: 1 Solar Way Cell: _____
Cumberland, ME 04021 Fax: _____
E-mail: 3chomespatrice@gmail.com

3. **APPLICANT'S ARCHITECT, LANDSCAPE ARCHITECT, ENGINEER, PLANNER OR SURVEYOR:**

Name: Pinkham & Greer, Thomas S. Greer P.E. Telephone: 207.781.5242
Address: 28 Vannah Ave Cell: _____
Portland, ME 04103 Fax: 207.781.4245
E-mail: tgreer@pinkhamandgreer.com
(If more than one, please attach name and contact information for each.)

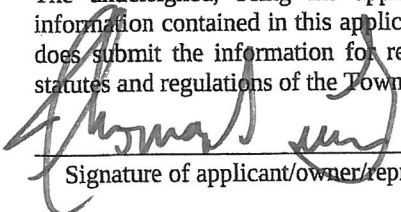
4. **PROJECT:**

Name of project: Solar Way Subdivision
Address of site: 34 Hillside Avenue
Project data: Book: _____ Map: R04
Page: _____ Lot: 24
Zoning district: RR1 Number of dwellings: 5
Overlay district: _____ Number of buildings: _____
Size of site: 24.84 Ac. Number of lots: 5
Minor subdivision _____ Minor site plan _____
Major subdivision X Major site plan _____
Other: _____

5. **OTHER INFORMATION:**

- a) Is Board of Adjustment and Appeals approval required? No
b) Are any ordinance waivers requested? Yes X No
(If 'Yes' attach a list of waivers and reasons for their request.)
c) Application fee per Town ordinance: \$2,100.00 (paid)
d) This application form and all accompanying materials must be submitted to the Town Planner at least 21 days prior to the meeting at which it is to be considered by the Planning Board.

The undersigned, being the applicant, owner or legally authorized representative, states that all information contained in this application is true and correct to the best of his/her knowledge and hereby does submit the information for review by the Town and in accordance with applicable ordinances, statutes and regulations of the Town, state and federal governments.


Signature of applicant/owner/representative

3/28/17
Date

Live Life Maine, LLC
1 Solar Way
Cumberland, ME 04021
(207) 749-8117

February 8, 2017

To Whom It May Concern

This letter is to inform you that Thomas S. Greer and his associates of Pinkham & Greer Civil Engineers in Portland are hereby authorized to represent me throughout the approval process of 34 Hillside Avenue (Solar Way), Cumberland, Maine.

This includes representing me with the Town of Cumberland and the Department of Environmental Protection as well as any other State or local agencies who may become involved in the process.

Should you have any questions or concerns, please feel free to contact me.

Sincerely,



Patrice Miller

Town of Cumberland
Major Subdivision Submission Checklist

BASED ON APPENDIX D

MAJOR SUBDIVISION SUBMISSION REQUIREMENTS

Subdivision Name

Solar Way Subdivision

Applicant's Name Live Life Maine, LLC Date _____

3/28/17

Per Section 4.1 *General Procedures*, please note: *The Code Enforcement Officer will first determine if the project will be classified as a major or minor subdivision. Classification will determine submission requirements.*

YOU MUST REVIEW THE PROPOSED PLAN WITH THE CODE ENFORCEMENT OFFICER AND TOWN PLANNER PRIOR SUBMITTING APPLICATION TO RECEIVE THE APPROPRIATE CLASSIFICATION.

Major subdivision X Minor Subdivision _____

The following is intended to provide a summary of the submission requirements for subdivision review and for the provision of evidence for Findings of Fact. For precise requirements, please refer to the Town of Cumberland Subdivision Ordinance.

THE TOWN PLANNER SHALL DETERMINE IF THE APPLICATION COMPLETE OR INCOMPLETE. ONLY COMPLETE APPLICATIONS SHALL BE REVIEWED BY THE PLANNING BOARD.

Waivers: Please make a check in the *Waiver Request* column for any requested waivers. Attach a separate sheet citing the Subdivision Ordinance section number, description, and reason for request. (Section 15.1)

Specify below the location of information,
i.e., plan #, narrative, binder section...

	Yes or No	Location of Information?	Waiver Requested?
General Submissions:			
15 copies of plans and materials. All sheet sized to be 24" x 36"	Yes	(2) 24x36 (13) 11x17	
1"=100' scale for general plan	No	C1.0, C1.1, C1.4	
1"=40' scale for construction of required improvements	Yes	C2.0, C1.2	
Traffic Info?	n/a		
Capacity to Serve letters?	n/a		
Financial and Technical Capacity (Sec.14)	Yes	Application, Section 3	

Sewer user permits required? Status?	n/a		
Deed restrictions, if any, describe	No		
Cover Sheet:			
Proposed subd. name & name of municipality	Yes	Cover Sheet	
Name & address of record owner, subdivider, and designer of preliminary plan	Yes	Cover Sheet	
Location Map:			
▪ Scale 1"=1000'	No 1"=600'	Cover Sheet	
▪ Shows area 1000' from property lines	Yes	Cover Sheet	
▪ All existing subdivisions	Yes	Cover Sheet	
Approximate tract lines of adjacent parcels	Yes	C1.0	
Approximate tract lines of parcels directly across street	Yes	C1.0	
Location of existing & proposed streets, easements, lot lines & bldg. lines of proposed subd. & adjacent properties.	Yes	C1.1, C1.2, C1.3, C1.4 C2.0	
Existing Conditions Plan			
Existing buildings	Yes	C1.0	
Watercourses	Yes	C1.0	
Legend	Yes	C1.0	
Wetlands	Yes	C1.0	
existing physical features (trees 10" diameter or more.Stone walls	Yes		
Trail System?	Yes	C1.1, C1.3	
Subdivision Plan:			
Date of plan submission, true north & graphic scale	Yes	C1.1	

Net residential acreage calculations	Yes	C1.1	
Legend	Yes	C1.1	
Trail (connecting?)	Yes	C1.1	
<i>Widths</i> of existing/proposed streets, easements & bldg. lines	Yes	C1.1	
<i>Names</i> of existing/proposed streets, easements & bldg. lines	Yes	C1.1	
Boundaries & designations of zoning districts, parks, public spaces	Yes	C1.1	
Outline of proposed subd. w/ street system	Yes	C1.1	
Future probable street system of remaining portion of tract.	N/A		
Opportunities for Connecting Road(s) (13.2D)	NO		
Space & setback of district	Yes	C1.1	
Classification of road	Yes	C1.2	
Width of road(s)	Yes	C1.2	
Drainage type (open, closed, mix)	Yes	C1.1, C1.2, D2.0	
Type of byway provided (8.4D)	No		
Names of adj. subdivisions	Yes	C1.0, C1.1	
Names of owners of record of adjacent acreage	Yes	C1.0	
Any zoning districts boundaries affecting subd.	Yes		
Location & size of existing or proposed sewers, water mains, culverts, hydrants and drains on property	Yes	C1.0, C1.1, C1.2, C2.0, D1.0, D2.0	
Connections w/existing sewer or water systems	N/A		
Private water supply shown	Yes	C1.1, C1.2	
Private septic shown	Yes	C1.1, C1.2	
Hydro-geologic study	Yes	Application, Section 8	

(option for Board)			
Test pit locations	Yes	C1.0, C1.1, C1.2, C2.0	
Well locations	Yes	C1.0, C1.1, C1.2, C2.0	
Signature & lic. # of site evaluator	N/A		
Existing streets: location, name(s), widths w/in and abutting	Yes	C1.0	
Proposed streets: location, name(s), widths w/in and abutting	Yes	C1.0	
The above for any highways, easements, bldg. lines, alleys, parks, other open spaces w/in and abutting	Yes	Cover Sheet	
Grades & street profiles of all streets, sidewalks or other public ways proposed	Yes	C2.0	
2' contour lines	Yes	C1.0, C1.2, C2.0, D1.0, D2.0	
High intensity soil survey by cert. soil scientist	Yes	C1.0, Application Section 12	
Soil boundaries & names superimposed on plot plan	Yes	C1.0	
Deed reference & map of survey of tract boundary by reg. land surveyor tied to established reference points	Yes	C1.0	
Surface drainage or stormwater mgmt plan w/profiles & cross sections by a P.E. showing prelim. design and conveyances	Yes		
Proposed lot lines w/ dimensions and suggested bldg. locations.	Yes	C1.1, C1.2, C2.0	
Location of temp. markers in field			
All parcels proposed to be dedicated to public use and conditions of such.	N/A		
Location of all natural features or site elements to be preserved	N/A		
Street lighting details			
Landscaping and grading plan including natural features to be preserved			

Survey stamped by P.E.	No	to be Stamped after Final	Approval
Soil surveys w/# of soil scientist			
Septic plan w/ # of prof. site evaluator	N/A		
Geological evals w/ reg. geologists number	N/A		
Architect's seal	N/A		
For Rt. One: 75' undisturbed buffer applicable to all buildings, structures, parking areas, drainage facilities and uses.	N/A		
Open Space?	Yes	C1.1	
Any part of parcel in a shoreland zone?	No		
Flood Map Number and rating?	No		
Stormwater Report?	Yes	Application Section 7	
Rivers, ponds, wetlands?	Yes	All Sheets	
Historic, archeological features?	No	Application Section 6	
Solid waste disposal?	Yes	Application Section 11	
Required Notes on Plan:			
Fire Department notes			
Clearing limits note			
<i>Re: approval limit of 90 days before recording or null p. 10</i>			
Final Plan Submissions:	<i>See Appendix D</i>		
Actual field survey of boundary lines w/ monumentation shown			
Assessor's approval of street names and assignment of lot numbers.			
Designation of all open spaces w/ notes on ownership			
Copies of declarations, agreements or other documents showing the manner in which open space or easements are to			

be held and maintained.			
Written offer for any conveyance to the Town of open space or easements along with written evidence that the Council is willing to accept such offer			
Evidence of Outside Agency Approvals			

As per Section 7.2 - REVIEW AND APPROVAL BY OTHER AGENCIES:

- A. Where review and approval of any subdivisions or site plan by any other governmental agency is required, such approval shall be submitted to the Planning Board in writing prior to the submission of the Final Plan.*

Please list below all outside agency approvals that are required for this subdivision.

Maine Department of Environmental Protection: *List type of permit(s) required (e.g., SLODA, NRPA (tier type?), Maine Construction General Permit, etc.)*

NRPA

US Army Corps of Engineers:

Part of NRPA

Maine Department of Transportation: *List type of permit(s) required.*

N/A

Maine Department of Inland Fisheries and Wildlife:

N/A

Other: (List)

CUMBERLAND CODE

**Appendix H
Application Checklist
Major Subdivision – Preliminary Plan Review**

Subdivision name Solar Way Subdivision

Applicant name Live Life Maine, LLC

Owner name Live Life Maine, LLC

	Check When Satisfactory		Indicate Date When Satisfactory
	Applicant	CEO	Planning Bd.
1. 10 copies of final plan and accompanying materials	<u>x</u>	<u></u>	<u></u>
2. Location map	<u>x</u>	<u></u>	<u></u>
3. Name of subdivision	<u>x</u>	<u></u>	<u></u>
4. Date	<u>x</u>	<u></u>	<u></u>
5. Scale	<u>x</u>	<u></u>	<u></u>
6. North arrow	<u>x</u>	<u></u>	<u></u>
7. Topography (contour intervals)	<u>x</u>	<u></u>	<u></u>
8. Name of owner	<u>x</u>	<u></u>	<u></u>
9. Name of engineer, land surveyor, architect or planner	<u>x</u>	<u></u>	<u></u>
10. Name of adjoining property owners or subdivision	<u>x</u>	<u></u>	<u></u>
11. Dimensions and bearings or angles of all property boundary lines	<u>x</u>	<u></u>	<u></u>
12. Name, location and width of adjacent streets	<u>x</u>	<u></u>	<u></u>
13. Location and sizes of existing utilities and width of easements	<u>n/a</u>	<u></u>	<u></u>
14. Location and size of rock outcrops, streams, swamps, other pertinent features, buildings, trees, etc.	<u>x</u>	<u></u>	<u></u>

SUBDIVISION OF LAND

15. Existing deed restrictions	n/a		
16. Zoning district	x		
17. Proposed street layout (conformity with Official Map and Comprehensive Plan)	x		
18. Right-of-way location width	x		
19. Pavement width	x		
20. Street names	x		
21. Street elevations	x		
22. Street grades	x		
23. Sidewalks	n/a		
24. Off-street parking (if applicable)	n/a		
25. Storm sewers, catch basins and culverts	x		
26. Landscaping	n/a		
27. Erosion control	x		
28. Streetlighting standards	n/a		
29. Street signs	x		
30. Water supply system	x		
31. Fire hydrants	n/a		
32. Sanitary sewage system	x		
33. Dimensions and area of lots	x		
34. Soil characteristics	x		
35. Location of temporary monuments	n/a		
36. Location of permanent monuments	x		
37. Location and size of proposed utilities and easements	x		

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38. Location of nonutility easements	<u>n/a</u>	<u> </u>	<u> </u>
39. Proposed restrictive covenants	<u>x</u>	<u> </u>	<u> </u>
40. Proposed parks, playgrounds and other public areas	<u>n/a</u>	<u> </u>	<u> </u>

To the Applicant:

If you are requesting a waiver from a particular requirement or you do not feel that the requirement is applicable to your proposed project, place an asterisk (*) in the space and explain your reasons in the space below or on attached sheets.

SUBDIVISION OF LAND

Appendix I Application Checklist Major Subdivision – Final Plan Review

Proposed subdivision name Solar Way Subdivision

Applicant name Live Life Maine, LLC

Owner name Live Life Maine, LLC

	Check When Satisfactory		Indicate Date When Satisfactory
	Applicant	CEO	Planning Bd.
1. 10 copies of final plan and accompanying materials	<u>X</u>	<u></u>	<u></u>
2. Title	<u>X</u>	<u></u>	<u></u>
3. Scale	<u>X</u>	<u></u>	<u></u>
4. North arrow	<u>X</u>	<u></u>	<u></u>
5. Date of plan	<u>X</u>	<u></u>	<u></u>
6. Name, address and signature of owner	<u>X</u>	<u></u>	<u></u>
7. Name, address and signature of subdivider	<u>X</u>	<u></u>	<u></u>
8. Name, address and signature of licensed engineer, land surveyor, architect or planner	<u>X</u>	<u></u>	<u></u>
9. Names of adjoining property owners or subdivisions	<u>X</u>	<u></u>	<u></u>
10. Check for conformity with preliminary plan	<u>X</u>	<u></u>	<u></u>
11. Dimensions and bearings of property being subdivided	<u>X</u>	<u></u>	<u></u>
12. Location, names and widths of existing and proposed streets	<u>X</u>	<u></u>	<u></u>
13. Location and names of existing and proposed parks, playgrounds and other public areas	<u>X</u>	<u></u>	<u></u>

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14. Lot lines and accurate dimensions and bearings or angles	x		
15. Lot areas	x		
16. Building setback lines	x		
17. Curve data	x		
18. Location, description and size of all monuments	x		
19. Certification by agencies as required			
20. Restrictive covenants	x		
21. Street plans and profiles	x		
22. Typical cross sections of street pavements, including curbs and gutters, sidewalks, manholes and catch basins	x		
23. Landscaping	n/a		
24. Plan and profiles showing location, size and invert elevations of existing and proposed sanitary sewers and storm sewers	x		
25. Plan and profiles showing location and size of all waterlines, gas lines, and other underground utilities and structures	x		

To the Applicant:

If you are requesting a waiver from a particular requirement or you do not feel that the requirement is applicable to your proposed project, please place an asterisk (*) in the space and explain your reasons in the space below or on attached sheets.

Town of Yarmouth

14/15/A
Diane & Alan Blanchard
169 Greely Rd
Cumberland, ME. 04021

14/14 14/33
Central Maine Power Company
70 Farm View Drive
New Gloucester, ME. 04260

SOLAR WAY SUBDIVISION

CUMBERLAND, MAINE

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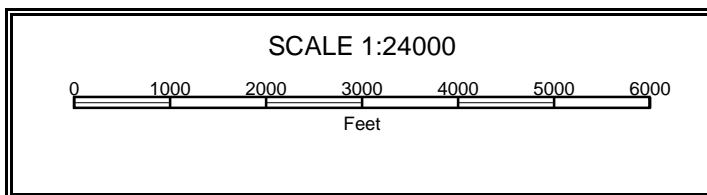
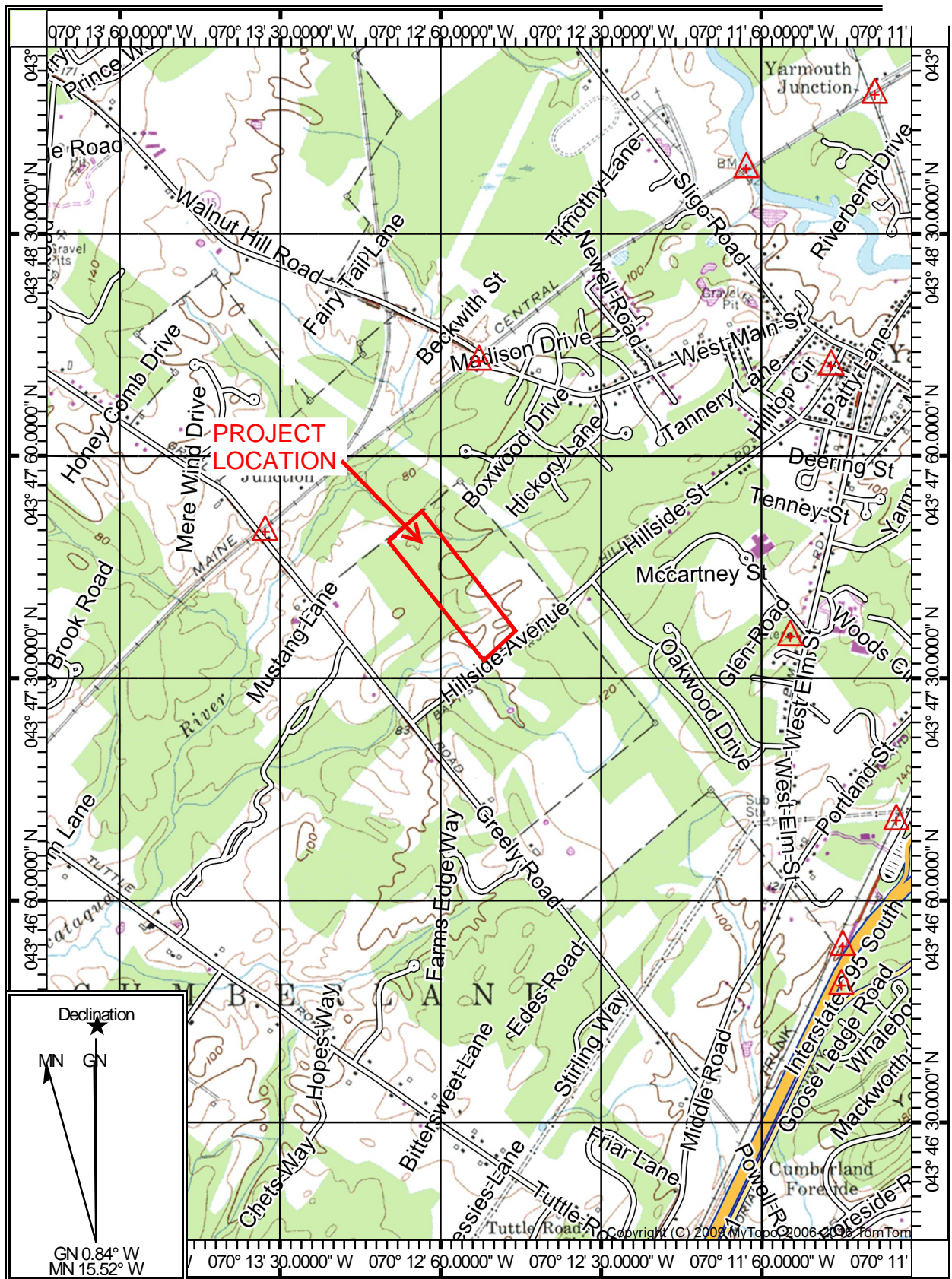
It has two stream crossings, requiring a permit from DEP under the NRPA Standards.

The project will have the following construction schedule.

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| 1. | Permit Approvals | April 2017 |
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	Plan of Property-Cullenberg Land Survey Drawing



34 Hillside Drive, Cumberland
File: 16158

SECTION 2: TITLE, RIGHT, OR INTEREST

Attached is the following:

1. Agent Certificate
2. Agent Authorization
3. Good Standing
4. Purchase & Sales Agreement
5. Deed for the parcel

Samuel M. Sherry, Esq.

Transactions, Litigation and Collection Since 1992

P. O. Box 7875
Portland, ME 04112-7875

Sam@FineAttorney.com
Board Certified - Creditors Rights Law

Telephone: (207) 799-8485
Facsimile: (207) 482-0018

AGENT'S CERTIFICATE

1. The undersigned Registered Agent of Live Life Maine, LLC (the "Company") hereby certifies that as of January 5, 2017 the following are true and correct:

1. The Company was organized on August 3, 2015 and is in good standing with the Office of the Secretary of State for the State of Maine.

2. The Company's Members are as follows:

Mellissa R. Richter	50%
Patrice Miller	50%

3. The officers of the Company are as follows:

REGISTERED AGENT: Samuel M. Sherry

4. Pursuant to the Operating Agreement, either Member is able to execute agreements on the Company's behalf if duly authorized by the Company.

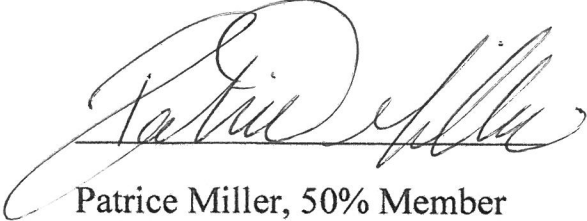
IN WITNESS WHEREOF, I have executed my name as Registered Agent of the above-named Company this 5th of January, 2017



Samuel M. Sherry, Registered Agent

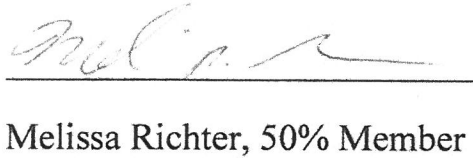
Agent Authorization

We Patrice Miller and Melissa Richter authorized agents of Live Life Maine LLC. Herby authorize Patrice Miller to act as Authorized agent and sign on behalf of Live Life Maine LLC. for all documents required by the town of Cumberland for subdivision approval of land located at 34 Hillside Road in Cumberland Maine.



Patrice Miller, 50% Member

9.1.16
Date



Melissa Richter, 50% Member

9/1/16
Date



MAINE

Department of the Secretary of State

Bureau of Corporations, Elections and Commissions

Corporate Name Search

Information Summary

Subscriber activity report

This record contains information from the CEC database and is accurate as of: Wed Nov 23 2016 08:39:28. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
LIVE LIFE MAINE, LLC	20160400DC	LIMITED LIABILITY COMPANY (DOMESTIC)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
08/03/2015	N/A	MAINE

Other Names (A=Assumed ; F=Former)

LIVE SOLAR MAINE, LLC	A
-----------------------	---

Clerk/Registered Agent

SAMUEL M. SHERRY
PO BOX 7875

PORTLAND, ME 04112 7875

PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 23)

November 1, 2016
Offer Date

10-1, 2017 Effective Date
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Live Life Maine LLC

____ ("Buyer") and
Patrice Miller, Melissa Richter ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (☒ all ☐ part of; If "part of" see para. 26 for explanation) the property situated in municipality of Cumberland, County of Cumberland, State of Maine, located at 1 Solar Way and described in deed(s) recorded at said County's Registry of Deeds Book(s) 33281, Page(s) 24.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, landscaping, and --- are included with the sale except for the following: no exceptions

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: no exceptions

4. PERSONAL PROPERTY: The following items of personal property as viewed on -- are included with the sale at no additional cost, in "as is" condition with no warranties: none

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 1.00. Buyer ☒ has delivered; or ☐ will deliver to the Agency within --- days of the Effective Date, a deposit of earnest money in the amount \$ ---. Buyer agrees that an additional deposit of earnest money in the amount of \$ --- will be delivered ---.

If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. ESCROW AGENT/ACCEPTANCE: none ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until --- (date) ☐ AM ☐ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on see item 26 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

Revised 2017

Page 1 of 4 - P&S

Buyer(s) Initials

MC

Seller(s) Initials

Keller Williams Realty, 50 Sewall Street Portland, ME 04102
Melissa Richter

Phone: (207)450-9090 Fax: ---
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

34 Hillside

11. FUEL/UTILITIES/PRORATIONS: Buyer ☐ shall ☒ shall not pay Seller at closing for all fuel in any tanks remaining on the property calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed, if any, shall be determined using the most recently available cash price of the company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) n/a. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

☒ Buyer's obligation to close under this Agreement is not subject to any due diligence investigations. Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

☐ Buyer's obligation to close under this Agreement is subject to Buyer's satisfaction with the results of any due diligence investigations undertaken. Buyer shall have _____ days from the Effective Date of this Agreement to perform such due diligence investigations as Buyer deems necessary which may include, without limitation, any or all of the following:

General Building	Square Footage	Zoning	Survey/MLI	Habitat Review/Waterfowl
Sewage Disposal	Code Conformance	Pests	Lead Paint	Coastal Shoreland Septic
Water Quality	Registered Farmland	Pool	Flood Plain	Energy Audit
Water Quantity	Environmental Scan	Insurance	Chimney	Lot Size/Acreage
Air Quality	Smoke/CO Detectors	Mold	Tax Status*	Arsenic Wood/Water (see par. 13)

All investigations will be done at Buyer's expense by persons chosen by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above investigations. If the result of any investigation is unsatisfactory to Buyer, Buyer may terminate this Agreement by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer.

* If the property is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within _____ days. ☐ Yes ☒ No

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

14. FINANCING: Buyer's obligation to close:

☒ is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.

☐ is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within _____ days. If proof of funds is not provided within such time period, or such proof is unacceptable to Seller, Seller may terminate this Agreement no later than _____ days from receipt or expiration of such time period in which case the earnest money shall be returned to Buyer.

☐ is subject to financing as follows:

a. Buyer's obligation to close is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.

b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.

d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have _____ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

e. Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.

f. Buyer's ability to obtain financing ☐ is ☐ is not subject to the sale of another property. See addendum ☐ Yes ☐ No.

g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

15. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

N/A () of ()
Licensee MLS ID Agency MLS ID
is a ☐ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

N/A () of ()
Licensee MLS ID Agency MLS ID
is a ☐ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

16. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

17. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

19. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

20. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

21. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property ☐ does ☒ does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

22. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

23. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

24. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

25. ADDENDA: Lead Paint - ☐ Yes ☒ No ; Other - ☐ Yes ☒ No Explain: _____

The Property Disclosure Form is not an addendum and not part of this Agreement.

26. OTHER CONDITIONS: This contract is to rejoin the parcel to Parcel B as stated in the above referenced deed and closing is subject to the successful subdivision approval of entire parcel. Closing shall take place at a mutually agreed upon time by all parties

27. GENERAL PROVISIONS:

- A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with the Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

Buyer's Mailing address is _____

_____	10-1-17	_____	10-1-17
BUYER	DATE	BUYER	DATE
Live Life Maine LLC			

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is _____

_____	10-1-17	_____	10-1-17
SELLER Patrice Miller	DATE	SELLER Melissa Richter	DATE

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

_____	DATE	_____	DATE
SELLER		SELLER	

The Buyer hereby accepts the counter offer set forth above.

_____	DATE	_____	DATE
BUYER		BUYER	

EXTENSION

The closing date of this Agreement is extended until _____ DATE

_____	DATE	_____	DATE
SELLER		SELLER	

_____	DATE	_____	DATE
BUYER		BUYER	



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SHORT FORM WARRANTY DEED

Patrice Miller of 34 Hillside Avenue, Cumberland, ME, 04021, FOR CONSIDERATION PAID, grants to **Live Life Maine, LLC**, a limited liability company, with mailing address of P.O. Box 8481, Portland, ME 04104, with WARRANTY COVENANTS, the following described real property located in the Town of Cumberland, County of Cumberland and State of Maine:

A certain lot or parcel of land, being **Parcel B** as shown on a plan entitled "Plan of Property" made for Patrice Miller dated July 8, 2014 by Cullenberg Land Surveying and situated on the northwesterly side of Hillside Avenue, in the Town of Cumberland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at an iron pipe found on the northwesterly sideline of Hillside Avenue at the easterly corner of land now or formerly of Louis V. Leblanc and Marla S. Leblanc as recorded in the Cumberland County of Registry of Deeds in Book 23115, Page 44; thence by following courses and distances:

NORTH 39° 14' 57" WEST along land now or formerly of said Leblanc, land now or formerly of Edward F. Libby, et al, as recorded in said Registry of Deeds in Book 23669, Page 306 and land now or formerly of Alan R. Blanchard and Diane E. Blanchard as recorded in said Registry of Deeds in Book 10644, Page 82, a distance of two thousand, one hundred twelve and 69/100 (2,112.69) feet to an iron pin found; thence

NORTH 53° 38' 25" EAST along land now or formerly of said Blanchard, a distance of five hundred fifty-one and 41/100 (551.41) feet to an iron pin found at land now or formerly of Central Maine Power Company as recorded in said Registry of Deeds in Book 28887, Page 66; thence

SOUTH 37° 09' 10" EAST along land now or formerly of Central Maine Power, a distance of one thousand, three hundred sixteen and 60/100 (1,316.60) feet to an iron pin set at the northerly corner of Parcel A as shown on said plan; thence

SOUTH 53° 48' 15" WEST along Parcel A, a distance of two hundred twenty-six and 56/100 (226.56) feet to an iron pin set; thence

SOUTH 38° 11' 53" EAST along Parcel A, a distance of seven hundred ninety-five and 24/100 (795.24) feet to an iron pin set on the northwesterly sideline of Hillside Avenue; thence

SOUTH 53° 47' 01" WEST along Hillside Avenue, a distance of two hundred sixty-two and 08/100 (262.08) feet to the point of beginning.

Bearings are referenced to grid north.

Excepting and reserving a fifty (50) foot right of way and easement for ingress and egress and all utilities along the southwesterly sideline of Parcel A.

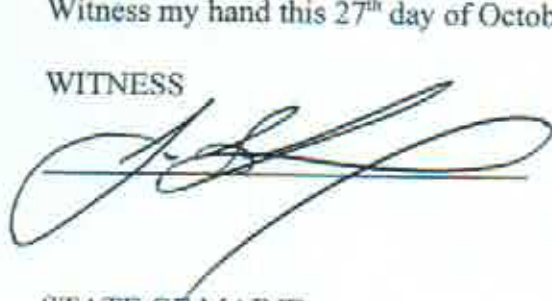
Also excepting **and reserving** a temporary driveway easement until a driveway or roadway is constructed over and the above described fifty (50) foot easement from Parcel A to Hillside Avenue, over the existing gravel driveway southwest of the above described fifty (50) foot right of way. Such easement shall be automatically released upon the construction of the easement described in the previous paragraph.

This conveyance is made subject to any and all easements and appurtenances of record, insofar as the same may affect the subject premises.

Meaning and intending to convey and hereby conveying a portion of the same premises conveyed to the Grantor herein by deed of Daniel E. Keene, Judith M. Keene, Thomas H. Keene and Susan T. Keene dated July 11, 2014 and recorded in the Cumberland County Registry of Deeds in Book 31632, Page 282.

Witness my hand this 27th day of October, 2015.

WITNESS

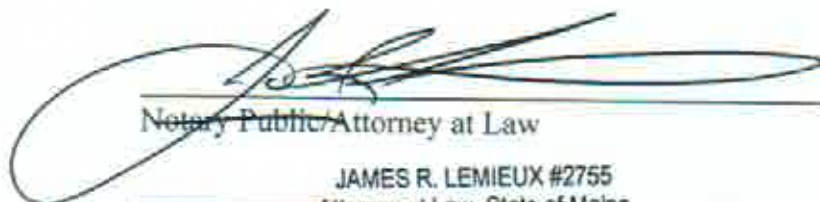

Patrice Miller

STATE OF MAINE
Cumberland, ss.

October 27, 2015

Personally appeared the above named Patrice Miller and acknowledged the foregoing instrument to be her free act and deed.

Before me,


Notary Public/Attorney at Law

JAMES R. LEMIEUX #2755

Attorney at Law, State of Maine

Print Name: James R. Lemieux (Notary Public to take acknowledgements pursuant to 4 M.R.S.A. 1056)

SECTION 3: FINANCIAL CAPACITY / TECHNICAL ABILITY

See attached Financial Capacity Letter. Below is the Technical Ability.

Civil Engineer

Pinkham & Greer Civil Engineers
28 Vannah Avenue
Portland, ME 04103

Surveyor

Maine Survey Consultants, Inc.
PO Box 485
Harrison, ME 04040

Soils Scientist

Mark Hampton Associates
PO Box 1931
Portland, ME 04104-1931

Hydro Geologist

Sweet Associates
155 Gray Rd
Falmouth, ME 04105



Maine Capital Group

We see lending differently

IRREVOCABLE LETTER OF CREDIT

February 6, 2017

Mr. Bill Shane, Town Manager
Town of Cumberland
200 Main Street
Cumberland, Maine 04096

RE: LIVE LIFE MAINE, LLC
State of Maine Charter Number 20163571DC

Letter of Credit: Loan Number L-16-149
Project Name: Solar Way Cumberland, ME 04021

Dear Sir:

MAINE CAPITAL GROUP hereby issues its Irrevocable Letter of Credit for the account of LIVE LIFE MAINE, LLC ("the Developer") in the name of the Town of Cumberland taken together amount of **One Hundred Twenty Thousand and 00/100 (\$120,000.00)**. The Town of Cumberland may draw upon the Letter of Credit by presentation of a sight draft in the event that LIVE LIFE MAINE, LLC fails to complete by February 7, 2018, at the Developer's expense, the work on the road and other public improvements required for the referenced subdivision project, as specified in Schedule A, attached hereto. Said draft shall be accompanied by a written statement that the Developer has failed to complete such work and shall specify the line items which have not been completed. Said draft shall be signed by the Town Manager and bear on its face "Demand for Payment under MAINE CAPITAL GROUP Letter of Credit Number L-16-149"

LIVE LIFE MAINE, LLC will notify the Town of Cumberland for inspections in compliance with the Town's required inspection schedule and obtain its approval in writing as it completes each line item of the road construction and other improvements. The Stated Amount will be reduced as site work is completed and approved by the Town of Cumberland. The Town will notify the Developer and MAINE CAPITAL GROUP of each reduction in writing.

This Letter of Credit will automatically expire at the earliest of February 8, 2018, or when the Town of Cumberland acknowledges in writing to LIVE LIFE MAINE, LLC and MAINE CAPITAL GROUP that the work outlined above has been completed in accordance with the Town of Windham's road specifications and the approved plans for the LIVE LIFE MAINE, LLC Subdivision Project.



Drafts drawn upon this account must be for this Particular subdivision and to complete any work that is outlined above and that was not completed by February 8, 2018 or reasonable restoration of the project site. Furthermore, drafts must be accompanied by itemized estimates showing costs of work to be completed. Drafts must be presented to the **Servicing Department of Maine Capital Group 4 City Center 3rd Floor Portland, ME 04101** before 3:00 P.M. on Friday a normal business day. Any demand for payment hereunder shall not exceed the Stated Amount. In the event that MAINE CAPITAL GROUP fails to honor a request for payment made under this paragraph, MAINE CAPITAL GROUP shall notify the Town in writing of the reason for the dishonor within three business days from the date of the submission of the draft hereunder. Such a dishonor shall not preclude the Town from submitting additional requests for payment in accordance with the terms of this paragraph.

Except as otherwise expressly stated herein, the Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication Number 500, and any subsequent revisions thereof approved by the International Chamber of Commerce (the "Uniform Customs"). This Letter of Credit shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws in effect in the State of Maine.

This Letter of Credit, along with Schedule A attached hereto, sets forth in full the terms of our undertaking and this undertaking shall not in any way be amended or amplified by reference to any document, instrument or agreement referred to herein (except the Uniform Customs) or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any such document, instrument or agreement. This Letter of Credit is not transferable or assignable.

Sincerely,

Shawn P. Lyden

President/

Commercial Loan Officer

Schedule A

Land Survey	1	
General Contractor Fee	1	
Design Fee & Job Start Up	1	
Lot / Road Clearing	1	\$3,000.00
Utilities	1	\$10,000.00
Sewer	1	
Water	1	
Road	1	\$107,000.00
Landscaping	1	
Site Work & Excavation	1	
Foundation Walls	1	

SECTION 4: DEP NRPA PBR APPLICATION

Attached is the DEP NRPA PRB Application.

File: 16158

PINKHAM & GREER
CIVIL ENGINEERS

28 VANNAH AVE. PORTLAND, ME. 04103
Tel: 207.781.5242 Fax: 207.781.4245

March 27, 2017

Ms. Audie Arbo
Maine DEP
312 Canco Rd
Portland, ME 04103

RE: NPRA PERMIT BY RULE, SOLAR WAY SUBDIVISION, CUMBERLAND

Dear Audie,

We have redesigned the access road to the subdivision lots such that it avoids being within 25 feet of the streams. Attached is a revised Permit-By-Rule Application for the two stream crossings.

We have reduced one crossing to 30 feet for the driveway to Lot 4 and located the road crossing further south such that the existing culvert will be removed and a new culvert will be installed.

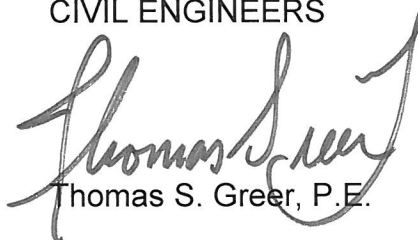
We have required the contractor to install a silt fence along the 25 foot setback line to ensure no encroachment into the buffer.

This permit is predicated on the Town approving the project and the location of the road not in the center of the right-of-way.

Let me know if you have any questions.

Sincerely,

PINKHAM & GREER,
CIVIL ENGINEERS



Thomas S. Greer, P.E.

cc: (1) Carla Nixon, (1) Patrice Miller, (1) File

Enclosures

TSG/rjs

NRPA PERMIT BY RULE NOTIFICATION FORM

(For use with DEP Regulation, Natural Resources Protection Act-Permit by Rule Standards, Chapter 305)

PLEASE TYPE OR PRINT IN **BLACK INK ONLY**

Name of Applicant: (owner)	Live Solar Maine, LLC	Name of Agent:	Thomas S. Greer, P.E.	
Applicant Mailing Address:	1 Solar Way	Agent Phone # (include area code):	207-781-5242	
Town/City:	Cumberland	PROJECT Information Name of Town/City:	Cumberland	
State and Zip code:	ME 04021	Name of Wetland or Waterbody:	Unnamed Stream	
Daytime Phone # (include area code):	207-749-8117	Map #:	R04	Lot #: 24
Detailed Directions to Site:	I-295N, Exit 10, left onto Bucknam Rd, left on US-1N, exit Tuttle Rd, right on to Tuttle Rd, 1st right onto Middle Rd. 2nd left onto Greely rd, right on Hillside Ave. .24 miles on right.			
	UTM Northing: (if known)		UTM Easting: (if known)	
Description of Project:	Construction of two driveways over the stream with utilities.			
Part of a larger project? (check one)→	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	After the Fact? (check one)→	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Check one→ This project <input type="checkbox"/> does (or) <input checked="" type="checkbox"/> does not involve work below mean low water (average low water).

NRPA PERMIT BY RULE (PBR) SECTIONS: (Check at least one)

I am filing notice of my intent to carry out work which meets the requirements for Permit By Rule (PBR) under DEP Rules, Chapter 305. I and my agents, if any, **have read** and will comply with all of the standards in the Sections checked below.

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Sec. (2) Act. Adj. to Protected Natural Res. | <input checked="" type="checkbox"/> Sec. (10) Stream Crossing | <input type="checkbox"/> Sec. (17) Transfers/Permit Extension |
| <input type="checkbox"/> Sec. (3) Intake Pipes | <input type="checkbox"/> Sec. (11) State Transportation Facil. | <input type="checkbox"/> Sec. (18) Maintenance Dredging |
| <input type="checkbox"/> Sec. (4) Replacement of Structures | <input type="checkbox"/> Sec. (12) Restoration of Natural Areas | <input type="checkbox"/> Sec. (19) Activities in/on/over significant vernal pool habitat |
| <input type="checkbox"/> Sec. (5) REPEALED | <input type="checkbox"/> Sec. (13) F&W Creation/Enhance/Water Quality Improvement | <input type="checkbox"/> Sec. (20) Activities located in/on/over high or moderate value inland water-fowl & wading bird habitat or shore-bird feeding & roosting areas |
| <input type="checkbox"/> Sec. (6) Movement of Rocks or Vegetation | <input type="checkbox"/> Sec. (14) REPEALED | |
| <input type="checkbox"/> Sec. (7) Outfall Pipes | <input type="checkbox"/> Sec. (15) Public Boat Ramps | |
| <input type="checkbox"/> Sec. (8) Shoreline stabilization | <input type="checkbox"/> Sec. (16) Coastal Sand Dune Projects | |
| <input type="checkbox"/> Sec. (9) Utility Crossing | | |

NOTIFICATION FORMS CANNOT BE ACCEPTED WITHOUT THE NECESSARY ATTACHMENTS:

- ☒ **Attach** a check for the correct fee, payable to: "Treasurer, State of Maine". The current fee for NRPA PBR Notifications can be found at the Department's website: <http://www.maine.gov/dep/feesched.pdf>
- ☒ **Attach** a U.S.G.S. topo map or Maine Atlas & Gazetteer map with the project site clearly marked.
- ☒ **Attach** Proof of Legal Name if applicant is a corporation, LLC, or other legal entity. Provide a copy of Secretary of State's registration information (available at <http://icrs.informe.org/nei-sos-icrs/ICRS?MainPage=x>). Individuals and municipalities are **not** required to provide any proof of identity,
- ☒ **Attach** photos of the proposed site where activity will take place as required in PBR Sections checked above.
- ☐ **Attach** all other required submissions as outlined in the PBR Sections checked above.

I authorize staff of the Departments of Environmental Protection, Inland Fisheries & Wildlife, and Marine Resources to access the project site for the purpose of determining compliance with the rules. I also understand that **this permit is not valid until approved by the Department or 14 days after receipt by the Department, whichever is less.**

By signing this Notification Form, I represent that the project meets all applicability requirements and standards in the rule and that the applicant has sufficient title, right, or interest in the property where the activity takes place.

Signature of Agent or Applicant:		Date:	3/27/17
----------------------------------	---	-------	---------

Keep a copy as a record of permit. Send the form with attachments via certified mail or hand deliver to the Maine Dept. of Environmental Protection at the appropriate regional office listed below. The DEP will send a copy to the Town Office as evidence of the DEP's receipt of notification. No further authorization by DEP will be issued after receipt of notice. Permits are valid for two years. **Work carried out in violation of any standard is subject to enforcement action.**

AUGUSTA DEP
17 STATE HOUSE STATION
AUGUSTA, ME 04333-0017
(207)287-3901

PORTLAND DEP
312 CANCO ROAD
PORTLAND, ME 04103
(207)822-6300

BANGOR DEP
106 HOGAN ROAD
BANGOR, ME 04401
(207)941-4570

PRESQUE ISLE DEP
1235 CENTRAL DRIVE
PRESQUE ISLE, ME 04769
(207)764-0477

OFFICE USE ONLY	Ck.#		Staff	Staff	
PBR #	FP	Date	Acc. Date	Def. Date	After Photos

Live Life Maine, LLC
1 Solar Way
Cumberland, ME 04021
(207) 749-8117

February 8, 2017

To Whom It May Concern

This letter is to inform you that Thomas S. Greer and his associates of Pinkham & Greer Civil Engineers in Portland are hereby authorized to represent me throughout the approval process of 34 Hillside Avenue (Solar Way), Cumberland, Maine.

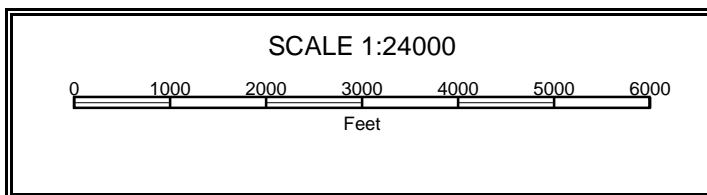
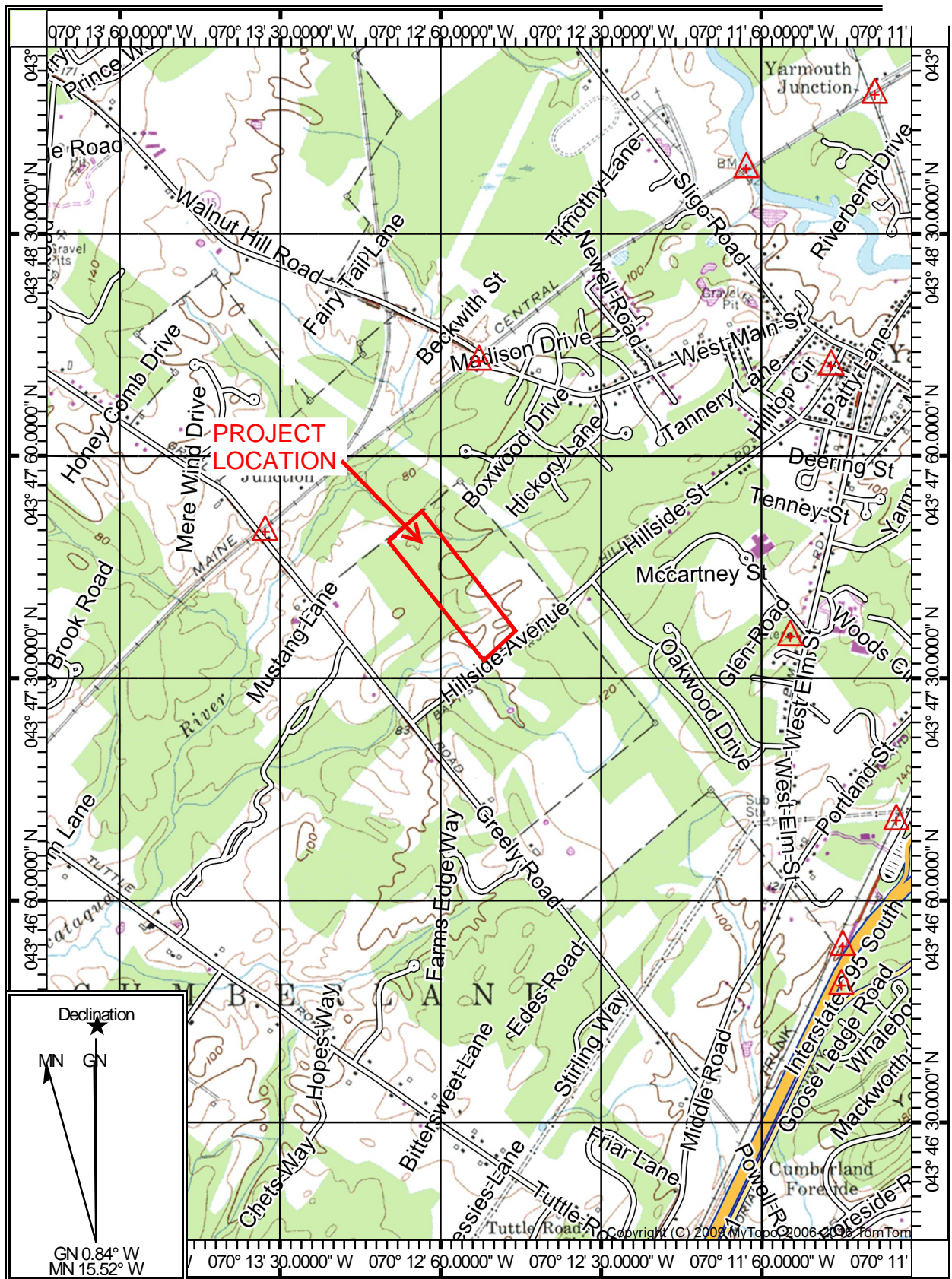
This includes representing me with the Town of Cumberland and the Department of Environmental Protection as well as any other State or local agencies who may become involved in the process.

Should you have any questions or concerns, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrice Miller', with a stylized, flowing script.

Patrice Miller



34 Hillside Drive, Cumberland
File: 16158

Samuel M. Sherry, Esq.

Transactions, Litigation and Collection Since 1992

P. O. Box 7875
Portland, ME 04112-7875

Sam@FineAttorney.com
Board Certified - Creditors Rights Law

Telephone: (207) 799-8485
Facsimile: (207) 482-0018

AGENT'S CERTIFICATE

1. The undersigned Registered Agent of Live Life Maine, LLC (the "Company") hereby certifies that as of January 5, 2017 the following are true and correct:

1. The Company was organized on August 3, 2015 and is in good standing with the Office of the Secretary of State for the State of Maine.

2. The Company's Members are as follows:

Mellissa R. Richter	50%
Patrice Miller	50%

3. The officers of the Company are as follows:

REGISTERED AGENT: Samuel M. Sherry

4. Pursuant to the Operating Agreement, either Member is able to execute agreements on the Company's behalf if duly authorized by the Company.

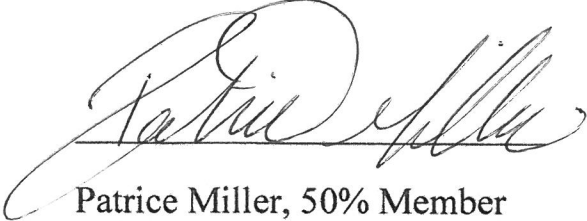
IN WITNESS WHEREOF, I have executed my name as Registered Agent of the above-named Company this 5th of January, 2017



Samuel M. Sherry, Registered Agent

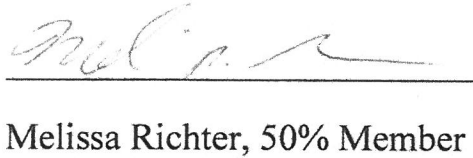
Agent Authorization

We Patrice Miller and Melissa Richter authorized agents of Live Life Maine LLC. Herby authorize Patrice Miller to act as Authorized agent and sign on behalf of Live Life Maine LLC. for all documents required by the town of Cumberland for subdivision approval of land located at 34 Hillside Road in Cumberland Maine.



Patrice Miller, 50% Member

9.1.16
Date



Melissa Richter, 50% Member

9/1/16
Date



MAINE

Department of the Secretary of State

Bureau of Corporations, Elections and Commissions

Corporate Name Search

Information Summary

Subscriber activity report

This record contains information from the CEC database and is accurate as of: Wed Nov 23 2016 08:39:28. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
LIVE LIFE MAINE, LLC	20160400DC	LIMITED LIABILITY COMPANY (DOMESTIC)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
08/03/2015	N/A	MAINE

Other Names (A=Assumed ; F=Former)

LIVE SOLAR MAINE, LLC	A
-----------------------	---

Clerk/Registered Agent

SAMUEL M. SHERRY
PO BOX 7875

PORTLAND, ME 04112 7875

PURCHASE AND SALE AGREEMENT

("days" means business days unless otherwise noted, see paragraph 23)

November 1, 2016
Offer Date

10-1, 2017 Effective Date
Effective Date is defined in Paragraph 23 of this Agreement.

1. PARTIES: This Agreement is made between Live Life Maine LLC

____ ("Buyer") and
Patrice Miller, Melissa Richter ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (☒ all ☐ part of; If "part of" see para. 26 for explanation) the property situated in municipality of Cumberland, County of Cumberland, State of Maine, located at 1 Solar Way and described in deed(s) recorded at said County's Registry of Deeds Book(s) 33281, Page(s) 24.

3. FIXTURES: The Buyer and Seller agree that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, landscaping, and --- are included with the sale except for the following: no exceptions

Seller represents that all mechanical components of fixtures will be operational at the time of closing except: no exceptions

4. PERSONAL PROPERTY: The following items of personal property as viewed on -- are included with the sale at no additional cost, in "as is" condition with no warranties: none

5. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 1.00. Buyer ☒ has delivered; or ☐ will deliver to the Agency within --- days of the Effective Date, a deposit of earnest money in the amount \$ ---. Buyer agrees that an additional deposit of earnest money in the amount of \$ --- will be delivered ---.

If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit(s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

6. ESCROW AGENT/ACCEPTANCE: none ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until --- (date) ☐ AM ☐ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

7. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on see item 26 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

8. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

9. POSSESSION, OCCUPANCY, AND CONDITION: Unless otherwise agreed in writing, possession and occupancy of premises, free of tenants and occupants, shall be given to Buyer immediately at closing. Said premises shall then be broom clean, free of all possessions and debris, and in substantially the same condition as at present, excepting reasonable use and wear. Buyer shall have the right to view the property within 24 hours prior to closing.

10. RISK OF LOSS, DAMAGE, DESTRUCTION AND INSURANCE: Prior to closing, risk of loss, damage, or destruction of premises shall be assumed solely by the Seller. Seller shall keep the premises insured against fire and other extended casualty risks prior to closing. If the premises are damaged or destroyed prior to closing, Buyer may either terminate this Agreement and be refunded the earnest money, or close this transaction and accept the premises "as-is" together with an assignment of the insurance proceeds relating thereto.

Revised 2017

Page 1 of 4 - P&S

Buyer(s) Initials

MC

Seller(s) Initials

Keller Williams Realty, 50 Sewall Street Portland, ME 04102
Melissa Richter

Phone: (207)450-9090 Fax: ---
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

34 Hillside

11. FUEL/UTILITIES/PRORATIONS: Buyer ☐ shall ☒ shall not pay Seller at closing for all fuel in any tanks remaining on the property calculated as of the closing date or such earlier date as required to comply with lender requirements, if any. The amount owed, if any, shall be determined using the most recently available cash price of the company that last delivered the fuel. Metered utilities such as electricity, water and sewer will be paid through the date of closing by Seller. The following items, where applicable, shall be prorated as of the date of closing: collected rent, association fees, (other) n/a. The day of closing is counted as a Seller day. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

12. DUE DILIGENCE: Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real or personal property, or any representations as to compliance with any federal, state or municipal codes, including, but not limited to, fire, life safety, electrical and plumbing. Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

☒ Buyer's obligation to close under this Agreement is not subject to any due diligence investigations. Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

☐ Buyer's obligation to close under this Agreement is subject to Buyer's satisfaction with the results of any due diligence investigations undertaken. Buyer shall have _____ days from the Effective Date of this Agreement to perform such due diligence investigations as Buyer deems necessary which may include, without limitation, any or all of the following:

General Building	Square Footage	Zoning	Survey/MLI	Habitat Review/Waterfowl
Sewage Disposal	Code Conformance	Pests	Lead Paint	Coastal Shoreland Septic
Water Quality	Registered Farmland	Pool	Flood Plain	Energy Audit
Water Quantity	Environmental Scan	Insurance	Chimney	Lot Size/Acreage
Air Quality	Smoke/CO Detectors	Mold	Tax Status*	Arsenic Wood/Water (see par. 13)

All investigations will be done at Buyer's expense by persons chosen by Buyer in Buyer's sole discretion. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property and its systems and fixtures in order to undertake the above investigations. If the result of any investigation is unsatisfactory to Buyer, Buyer may terminate this Agreement by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation is unsatisfactory to Buyer in Buyer's sole discretion, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer.

* If the property is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within _____ days. ☐ Yes ☒ No

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form and the information developed by the Maine Center for Disease Control and Prevention regarding arsenic in private water supplies and arsenic in treated wood.

14. FINANCING: Buyer's obligation to close:

☒ is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.

☐ is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within _____ days. If proof of funds is not provided within such time period, or such proof is unacceptable to Seller, Seller may terminate this Agreement no later than _____ days from receipt or expiration of such time period in which case the earnest money shall be returned to Buyer.

☐ is subject to financing as follows:

a. Buyer's obligation to close is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.

b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.

d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have _____ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.

e. Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.

f. Buyer's ability to obtain financing ☐ is ☐ is not subject to the sale of another property. See addendum ☐ Yes ☐ No.

g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

15. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

N/A () of ()
Licensee MLS ID Agency MLS ID
is a ☐ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

N/A () of ()
Licensee MLS ID Agency MLS ID
is a ☐ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

16. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

17. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

18. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

19. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

20. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts with the same binding effect as if the signatures were on one instrument. Original or faxed or other electronically transmitted signatures are binding.

21. SHORELAND ZONE SEPTIC SYSTEM: Seller represents that the property ☐ does ☒ does not contain a septic system within the Shoreland Zone. If the property does contain a septic system located in the Shoreland Zone, Seller agrees to provide certification at closing indicating whether the system has/has not malfunctioned within 180 calendar days prior to closing.

22. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

23. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

24. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

25. ADDENDA: Lead Paint - ☐ Yes ☒ No ; Other - ☐ Yes ☒ No Explain: _____

The Property Disclosure Form is not an addendum and not part of this Agreement.

26. OTHER CONDITIONS: This contract is to rejoin the parcel to Parcel B as stated in the above referenced deed and closing is subject to the successful subdivision approval of entire parcel. Closing shall take place at a mutually agreed upon time by all parties

27. GENERAL PROVISIONS:

- A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with the Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

Buyer's Mailing address is _____

_____	10-1-17	_____	10-1-17
BUYER	DATE	BUYER	DATE
Live Life Maine LLC			

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is _____

_____	10-1-17	_____	10-1-17
SELLER Patrice Miller	DATE	SELLER Melissa Richter	DATE

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

_____	DATE	_____	DATE
SELLER		SELLER	

The Buyer hereby accepts the counter offer set forth above.

_____	DATE	_____	DATE
BUYER		BUYER	

EXTENSION

The closing date of this Agreement is extended until _____ DATE

_____	DATE	_____	DATE
SELLER		SELLER	

_____	DATE	_____	DATE
BUYER		BUYER	



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SHORT FORM WARRANTY DEED

Patrice Miller of 34 Hillside Avenue, Cumberland, ME, 04021, FOR CONSIDERATION PAID, grants to **Live Life Maine, LLC**, a limited liability company, with mailing address of P.O. Box 8481, Portland, ME 04104, with WARRANTY COVENANTS, the following described real property located in the Town of Cumberland, County of Cumberland and State of Maine:

A certain lot or parcel of land, being **Parcel B** as shown on a plan entitled "Plan of Property" made for Patrice Miller dated July 8, 2014 by Cullenberg Land Surveying and situated on the northwesterly side of Hillside Avenue, in the Town of Cumberland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at an iron pipe found on the northwesterly sideline of Hillside Avenue at the easterly corner of land now or formerly of Louis V. Leblanc and Marla S. Leblanc as recorded in the Cumberland County of Registry of Deeds in Book 23115, Page 44; thence by following courses and distances:

NORTH 39° 14' 57" WEST along land now or formerly of said Leblanc, land now or formerly of Edward F. Libby, et al, as recorded in said Registry of Deeds in Book 23669, Page 306 and land now or formerly of Alan R. Blanchard and Diane E. Blanchard as recorded in said Registry of Deeds in Book 10644, Page 82, a distance of two thousand, one hundred twelve and 69/100 (2,112.69) feet to an iron pin found; thence

NORTH 53° 38' 25" EAST along land now or formerly of said Blanchard, a distance of five hundred fifty-one and 41/100 (551.41) feet to an iron pin found at land now or formerly of Central Maine Power Company as recorded in said Registry of Deeds in Book 28887, Page 66; thence

SOUTH 37° 09' 10" EAST along land now or formerly of Central Maine Power, a distance of one thousand, three hundred sixteen and 60/100 (1,316.60) feet to an iron pin set at the northerly corner of Parcel A as shown on said plan; thence

SOUTH 53° 48' 15" WEST along Parcel A, a distance of two hundred twenty-six and 56/100 (226.56) feet to an iron pin set; thence

SOUTH 38° 11' 53" EAST along Parcel A, a distance of seven hundred ninety-five and 24/100 (795.24) feet to an iron pin set on the northwesterly sideline of Hillside Avenue; thence

SOUTH 53° 47' 01" WEST along Hillside Avenue, a distance of two hundred sixty-two and 08/100 (262.08) feet to the point of beginning.

Bearings are referenced to grid north.

Excepting and reserving a fifty (50) foot right of way and easement for ingress and egress and all utilities along the southwesterly sideline of Parcel A.

Also excepting **and reserving** a temporary driveway easement until a driveway or roadway is constructed over and the above described fifty (50) foot easement from Parcel A to Hillside Avenue, over the existing gravel driveway southwest of the above described fifty (50) foot right of way. Such easement shall be automatically released upon the construction of the easement described in the previous paragraph.

This conveyance is made subject to any and all easements and appurtenances of record, insofar as the same may affect the subject premises.

Meaning and intending to convey and hereby conveying a portion of the same premises conveyed to the Grantor herein by deed of Daniel E. Keene, Judith M. Keene, Thomas H. Keene and Susan T. Keene dated July 11, 2014 and recorded in the Cumberland County Registry of Deeds in Book 31632, Page 282.

Witness my hand this 27th day of October, 2015.

WITNESS



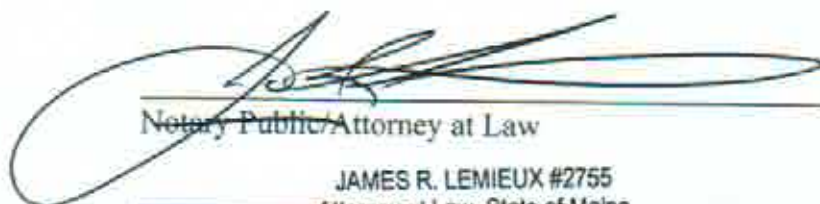
Patrice Miller

STATE OF MAINE
Cumberland, ss.

October 27, 2015

Personally appeared the above named Patrice Miller and acknowledged the foregoing instrument to be her free act and deed.

Before me,



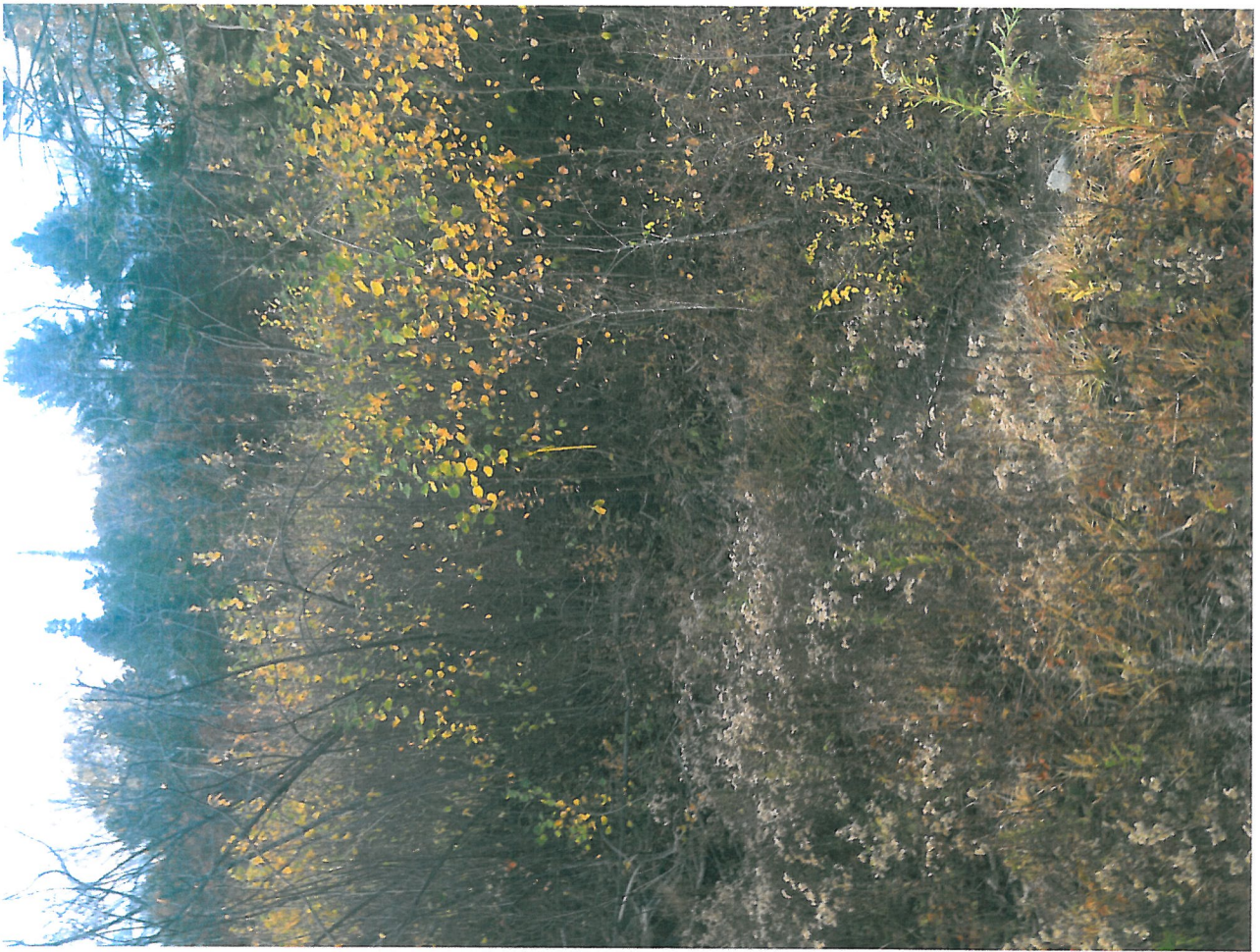
Notary Public/Attorney at Law

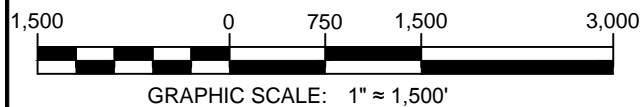
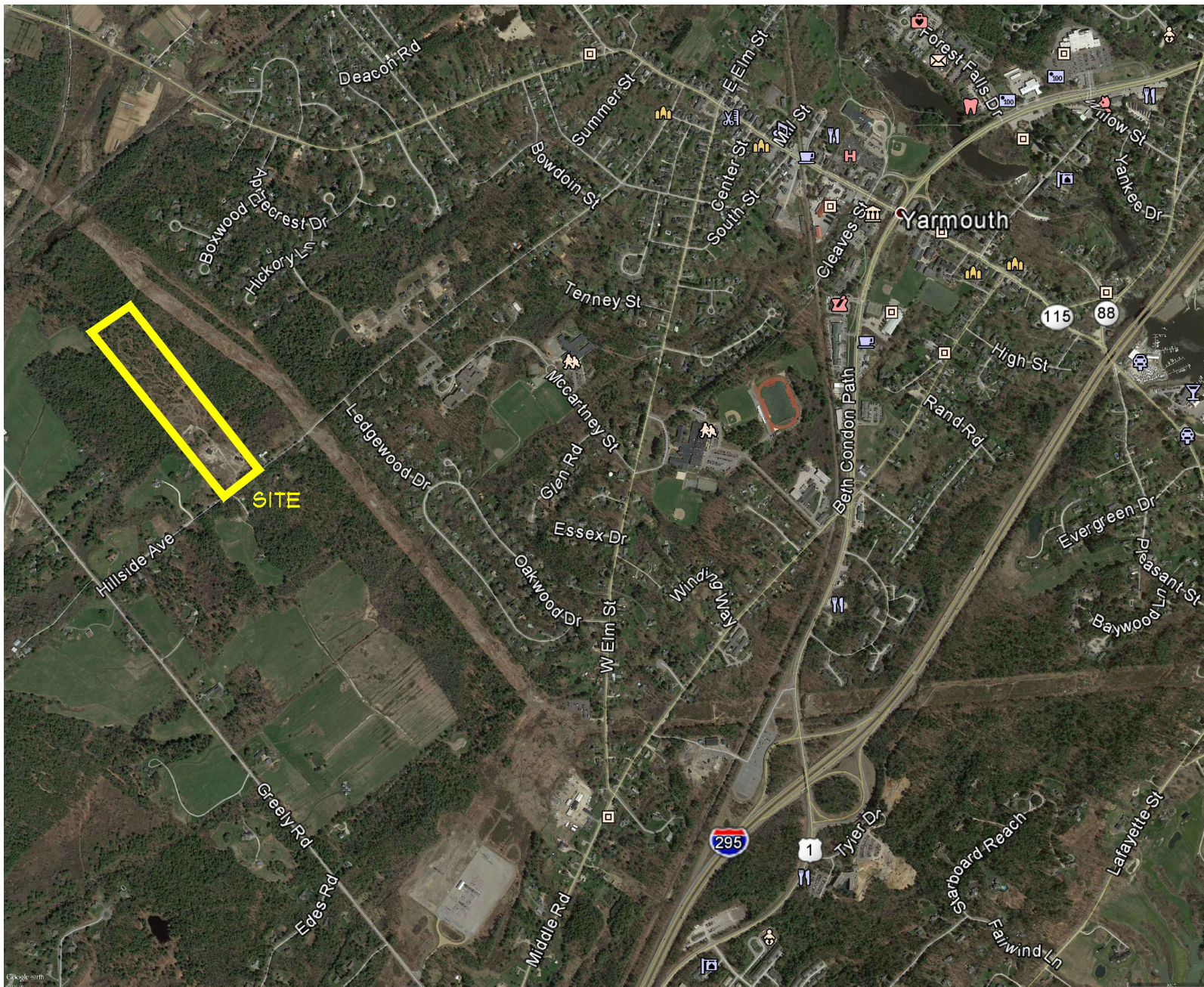
JAMES R. LEMIEUX #2755

Attorney at Law, State of Maine

Print Name: James R. Lemieux (Notary Public to take acknowledgements pursuant to 4 M.R.S.A. 1056)







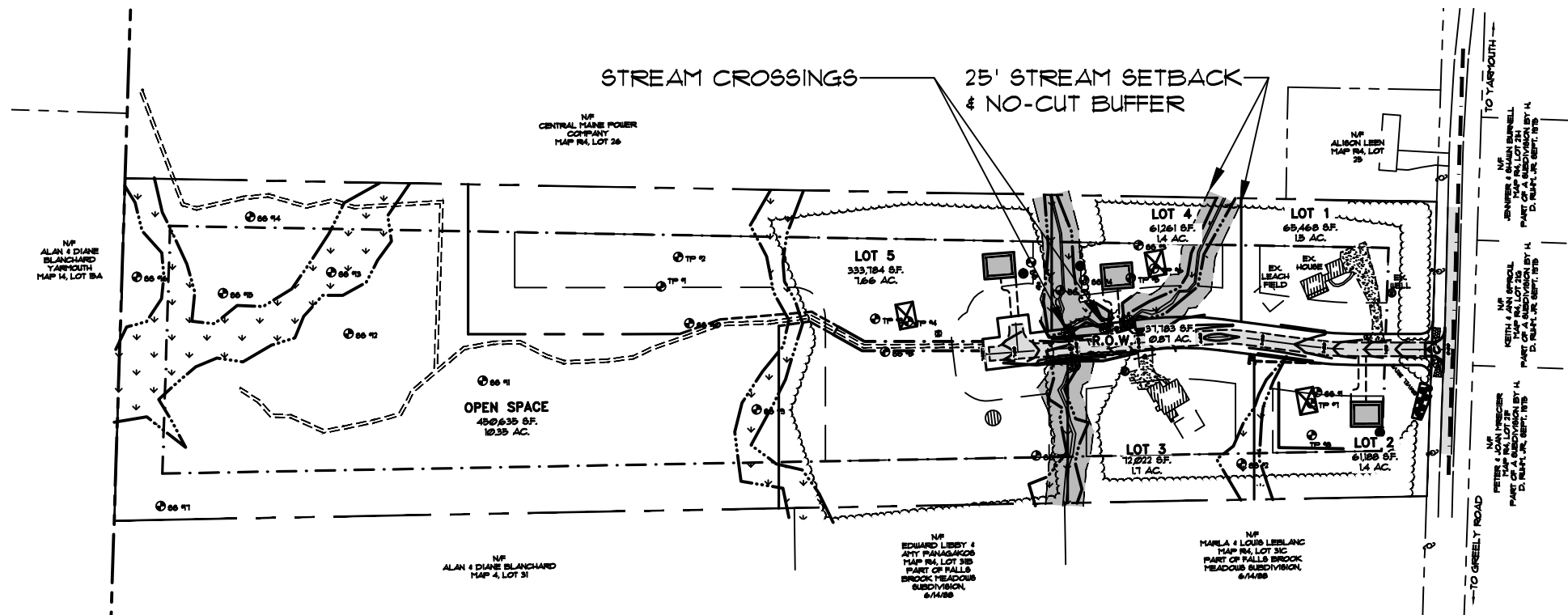
LOCATION PLAN

DATE: DECEMBER 9, 2016

PROJECT: 16158

LIVE SOLAR MAINE, LLC
 1 SOLAR WAY, CUMBERLAND, MAINE
SOLAR WAY SUBDIVISION
 CUMBERLAND COUNTY, MAINE

CSK-1



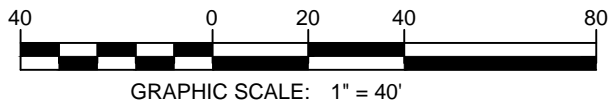
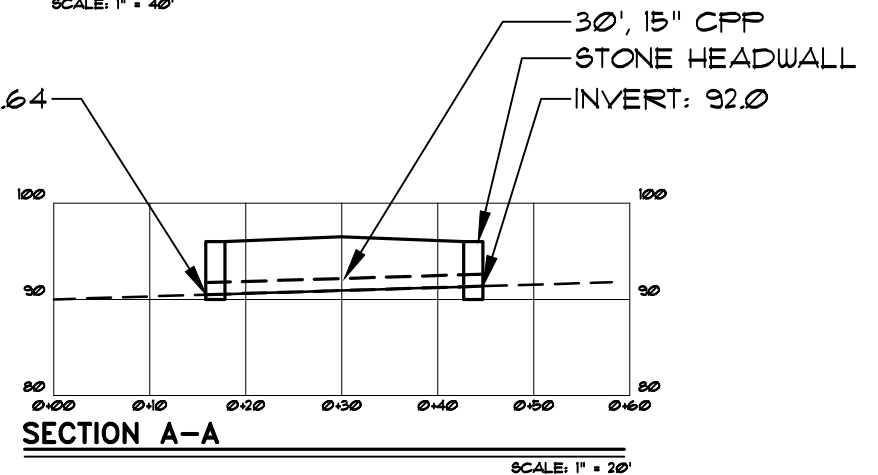
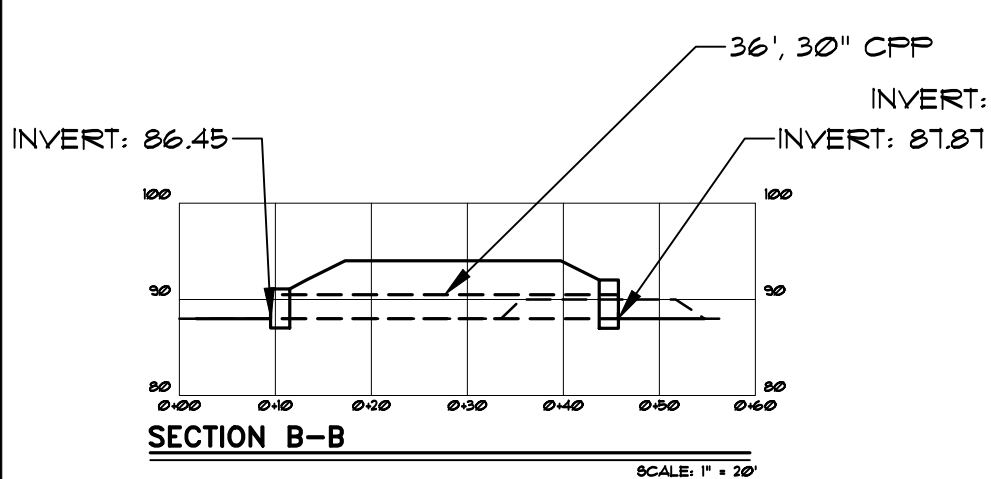
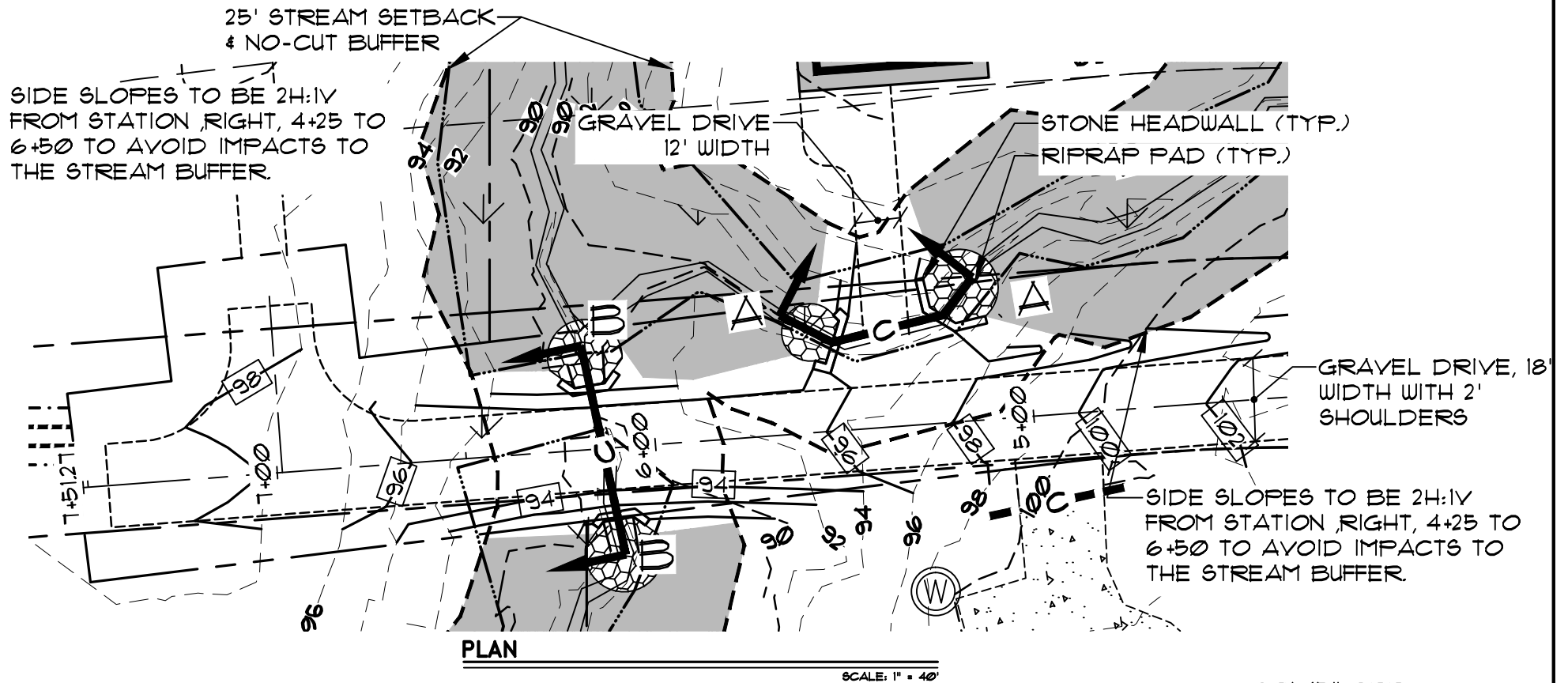
OVERALL PLAN

DATE: MARCH 27, 2017

PROJECT: 16158

LIVE LIFE MAINE, LLC
1 SOLAR WAY, CUMBERLAND, MAINE
SOLAR WAY SUBDIVISION
CUMBERLAND COUNTY, MAINE

CSK-2



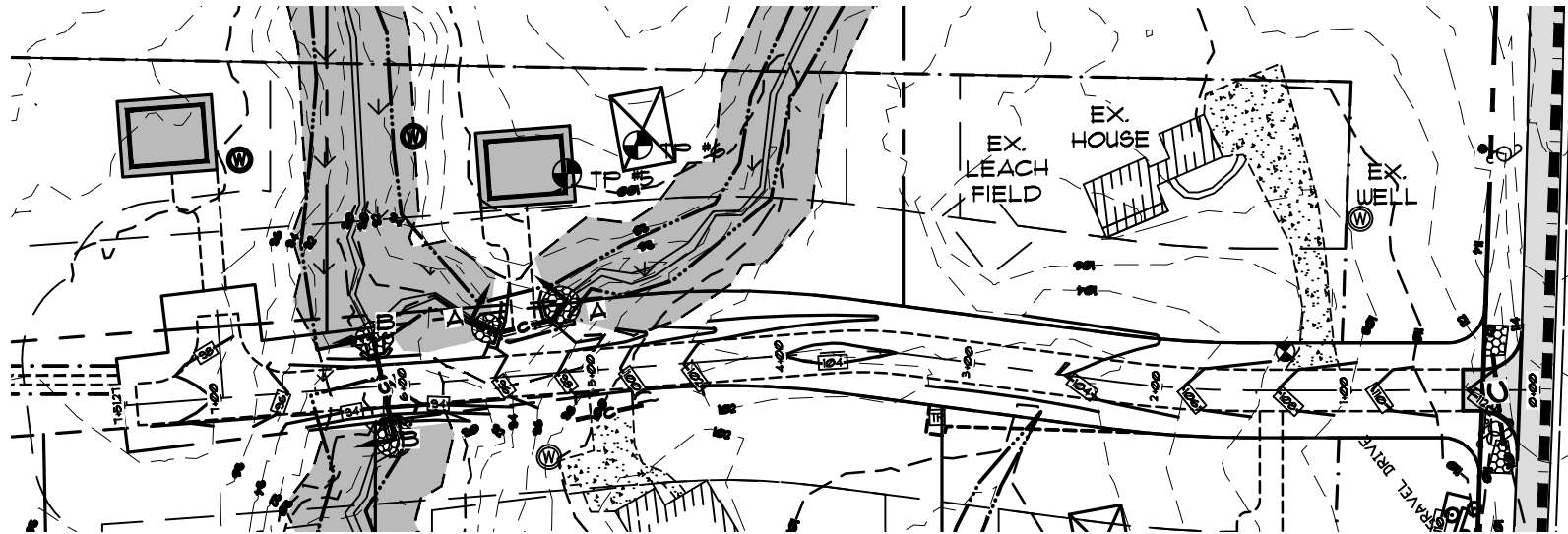
SECTION PLAN & PROFILE

DATE: MARCH 27, 2017

PROJECT: 16158

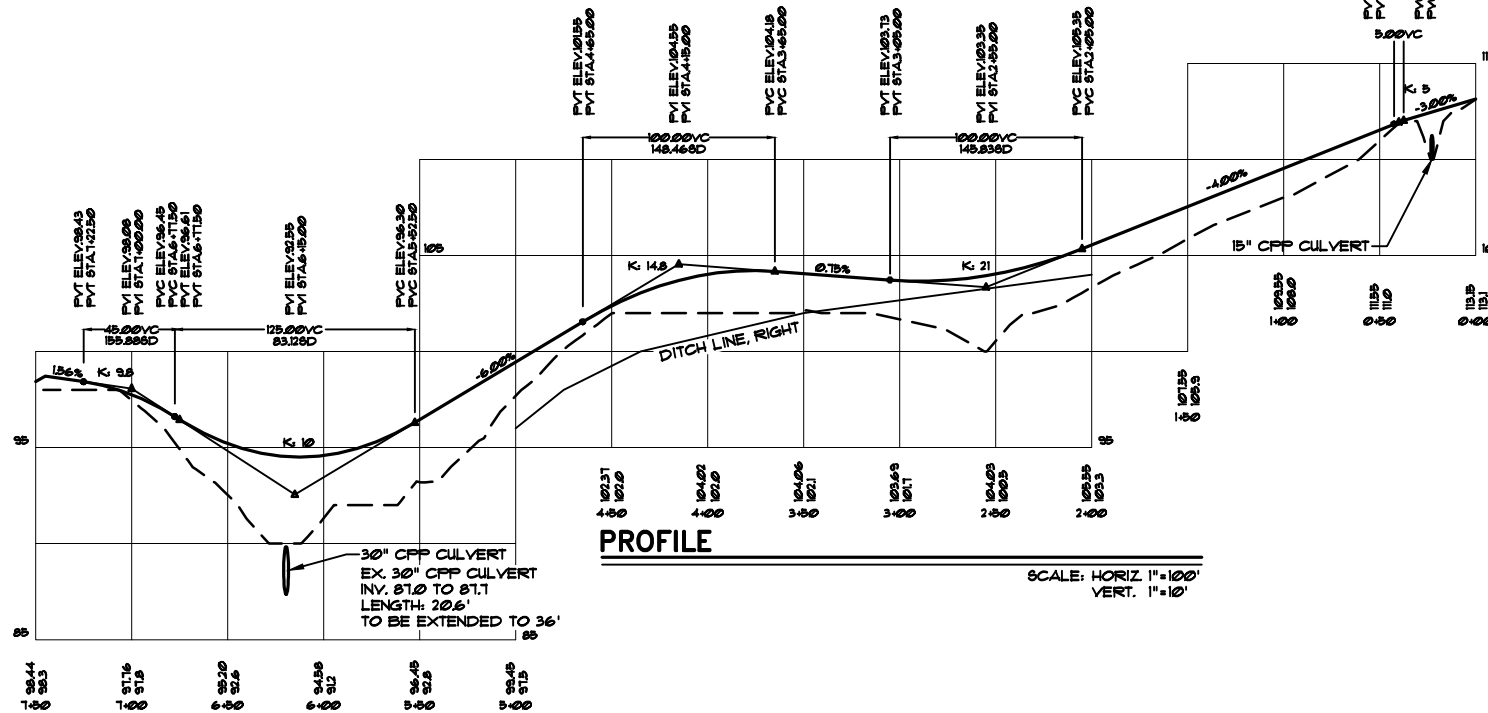
LIVE LIFE MAINE, LLC
1 SOLAR WAY, CUMBERLAND, MAINE
SOLAR WAY SUBDIVISION
CUMBERLAND COUNTY, MAINE

CSK-3



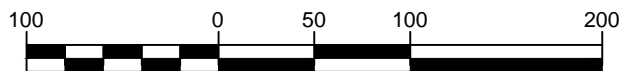
PLAN

SCALE: 1" = 100'



PROFILE

SCALE: HORIZ 1"=100'
VERT. 1"=10'



GRAPHIC SCALE: 1" = 100'

ROAD PLAN & PROFILE

DATE: MARCH 27, 2017

PROJECT: 16158

LIVE LIFE MAINE, LLC

1 SOLAR WAY, CUMBERLAND, MAINE

SOLAR WAY SUBDIVISION

CUMBERLAND COUNTY, MAINE

CSK-4

SECTION 5: WILDLIFE AND FISHERIES RESOURCES / NATURAL AREAS

Attached is a Report from US Fish and Wildlife Service and a Letter from the State Department of Agriculture, Conservation & Forestry.



United States Department of the Interior



FISH AND WILDLIFE SERVICE

Maine Ecological Services Field Office

306 HATCHERY ROAD

EAST ORLAND, ME 04431

PHONE: (207)469-7300 FAX: (207)469-6725

URL: www.fws.gov/mainefieldoffice/index.html

Consultation Code: 05E1ME00-2017-SLI-0086

November 21, 2016

Event Code: 05E1ME00-2017-E-00100

Project Name: Solar Way Subdivision

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies the threatened, endangered, candidate, and proposed species and designated or proposed critical habitat that may occur within the boundary of your proposed project or may be affected by your proposed project. This species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC Web site at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 et seq.), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the Endangered Species Consultation Handbook at:

<http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>

This species list also identifies candidate species under review for listing and those species that the Service considers species of concern. Candidate species have no protection under the Act but are included for consideration because they could be listed prior to completion of your project. Species of concern are those taxa whose conservation status is of concern to the Service (i.e., species previously known as Category 2 candidates), but for which further information is needed.

If a proposed project may affect only candidate species or species of concern, you are not required to prepare a Biological Assessment or biological evaluation or to consult with the Service. However, the Service recommends minimizing effects to these species to prevent future conflicts. Therefore, if early evaluation indicates that a project will affect a candidate species or species of concern, you may wish to request technical assistance from this office to identify appropriate minimization measures.

Please be aware that bald and golden eagles are not protected under the Endangered Species Act but are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 et seq.). Projects affecting these species may require development of an eagle conservation plan:

http://www.fws.gov/windenergy/eagle_guidance.html Information on the location of bald eagle nests in Maine can be found on the Maine Field Office Web site:

<http://www.fws.gov/mainefieldoffice/Project%20review4.html>

Additionally, wind energy projects should follow the wind energy guidelines:

<http://www.fws.gov/windenergy/> for minimizing impacts to migratory birds and bats. Projects may require development of an avian and bat protection plan.

Migratory birds are also a Service trust resource. Under the Migratory Bird Treaty Act, construction activities in grassland, wetland, stream, woodland, and other habitats that would result in the take of migratory birds, eggs, young, or active nests should be avoided. Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g., cellular, digital television, radio, and emergency broadcast) can be found at:

<http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm> and at:

<http://www.towerkill.com>; and at:
<http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html>

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment



United States Department of Interior
Fish and Wildlife Service

Project name: Solar Way Subdivision

Official Species List

Provided by:

Maine Ecological Services Field Office

P. O. BOX A

EAST ORLAND, ME 04431

(207) 469-7300

<http://www.fws.gov/mainefieldoffice/index.html>

Consultation Code: 05E1ME00-2017-SLI-0086

Event Code: 05E1ME00-2017-E-00100

Project Type: ** OTHER **

Project Name: Solar Way Subdivision

Project Description: 34 Hillside Drive, Cumberland
5 lot subdivision

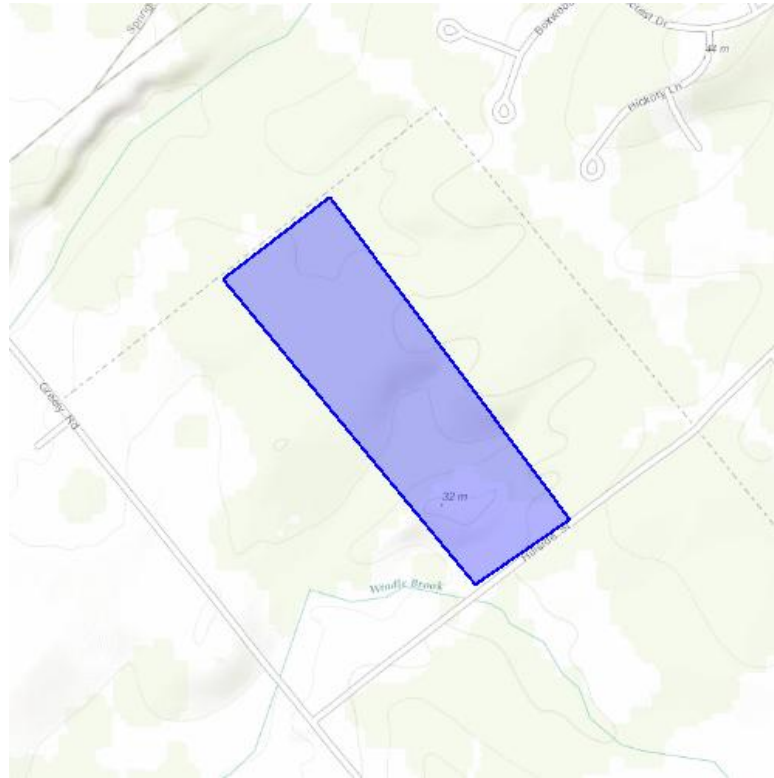
Please Note: The FWS office may have modified the Project Name and/or Project Description, so it may be different from what was submitted in your previous request. If the Consultation Code matches, the FWS considers this to be the same project. Contact the office in the 'Provided by' section of your previous Official Species list if you have any questions or concerns.



United States Department of Interior
Fish and Wildlife Service

Project name: Solar Way Subdivision

Project Location Map:



Project Coordinates: MULTIPOLYGON (((-70.21950244903564 43.79659279607699, -70.21435260772705 43.79210105579768, -70.21242141723633 43.79306138726611, -70.21731376647949 43.79780086170883, -70.21950244903564 43.79659279607699)))

Project Counties: Cumberland, ME



United States Department of Interior
Fish and Wildlife Service

Project name: Solar Way Subdivision

Endangered Species Act Species List

There are a total of 1 threatened or endangered species on your species list. Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species. Critical habitats listed under the **Has Critical Habitat** column may or may not lie within your project area. See the **Critical habitats within your project area** section further below for critical habitat that lies within your project. Please contact the designated FWS office if you have questions.

Mammals	Status	Has Critical Habitat	Condition(s)
Northern long-eared Bat (<i>Myotis septentrionalis</i>) Population: Wherever found	Threatened		



United States Department of Interior
Fish and Wildlife Service

Project name: Solar Way Subdivision

Critical habitats that lie within your project area

There are no critical habitats within your project area.



PAUL R. LePAGE
GOVERNOR

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

WALTER E. WHITCOMB
COMMISSIONER

February 28, 2017

Thomas Greer
Pinkham & Greer
28 Vannah Ave
Portland, ME 04103

Via email: rsawyer@pinkhamandgreer.com

Re: Rare and exemplary botanical features in proximity to: Project #16158, Solar Way Subdivision, Hillside Avenue, Cumberland, Maine

Dear Mr. Greer:

I have searched the Natural Areas Program's Biological and Conservation Data System files in response to your request received February 22, 2017 for information on the presence of rare or unique botanical features documented from the vicinity of the project in Cumberland, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

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

According to the information currently in our Biological and Conservation Data System files, there are no rare botanical features documented specifically within the project area. This lack of data may indicate minimal survey efforts rather than confirm the absence of rare botanical features. You may want to have the site inventoried by a qualified field biologist to ensure that no undocumented rare features are inadvertently harmed.

If a field survey of the project area is conducted, please refer to the enclosed supplemental information regarding rare and exemplary botanical features documented to occur in the vicinity of the project site. The list may include information on features that have been known to occur historically in the area as well as recently field-verified information. While historic records have not been documented in several years, they may persist in the area if suitable habitat exists. The enclosed list identifies features with potential to occur in the area, and it should be considered if you choose to conduct field surveys.

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

MOLLY DOCHERTY, DIRECTOR
MAINE NATURAL AREAS PROGRAM



PHONE: (207) 287-8044
FAX: (207) 287-8040
WWW.MAINE.GOV/DACF/MNAP

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

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

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

Sincerely,



Don Cameron | Ecologist | Maine Natural Areas Program
207-287-8041 | don.s.cameron@maine.gov

Rare and Exemplary Botanical Features within 4 miles of Project: #16158, Solar Way Subdivision, Hillside Avenue, Cumberland, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Adder's Tongue Fern						
	SC	S1	G5	1905-08-10	7	Non-tidal rivershore (non-forested, seasonally wet),Open wetland, not coastal nor rivershore (non-forested, wetland),Old field/roadside (non-forested, wetland or upland)
American Chestnut						
	SC	S4	G4	2001-02-13	2	Hardwood to mixed forest (forest, upland)
Engelmann's Spikerush						
	PE	SH	G4G5Q	1916-08-31	2	Open wetland, not coastal nor rivershore (non-forested, wetland)
Fern-leaved False Foxglove						
	SC	S3	G5	1902-09-02	13	Dry barrens (partly forested, upland),Hardwood to mixed forest (forest, upland)
Great Blue Lobelia						
	PE	SX	G5	1905-09	3	Forested wetland,Non-tidal rivershore (non-forested, seasonally wet)
Horned Pondweed						
	SC	S2	G5	1913-09-13	9	Tidal wetland (non-forested, wetland)
Marsh Milkwort						
	PE	SH	G5T4	1903-08-18	1	Dry barrens (partly forested, upland),Open wetland, not coastal nor rivershore (non-forested, wetland)
Mountain-laurel						
	SC	S2	G5	1985-08-01	13	Conifer forest (forest, upland),Hardwood to mixed forest (forest, upland)
Mountain Honeysuckle						
	E	S2	G5	2009-07-16	12	Dry barrens (partly forested, upland),Hardwood to mixed forest (forest, upland)
Oak - Hickory Forest						
	<null>	S1	G4G5	2014-08-21	5	Hardwood to mixed forest (forest, upland)
Rattlesnake Hawkweed						

Rare and Exemplary Botanical Features within 4 miles of Project: #16158, Solar Way Subdivision, Hillside Avenue, Cumberland, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Salt-hay Saltmarsh	E	S1	G5T4Q	1909-07	1	Dry barrens (partly forested, upland)
	<null>	S3	G5	2009	24	Tidal wetland (non-forested, wetland)
	<null>	S3	G5	2011-09-09	62	Tidal wetland (non-forested, wetland)
Slender Knotweed						
	PE	SH	G5	1902-09-07	1	Dry barrens (partly forested, upland)
Spotted Wintergreen						
	E	S2	G5	2009-07-26	30	Conifer forest (forest, upland),Hardwood to mixed forest (forest, upland)
Upper Floodplain Hardwood Forest						
	<null>	S3	GNR	2010-06-23	20	Forested wetland
Variable Sedge						
	E	S1	G3	1985-07-16	5	Dry barrens (partly forested, upland),Hardwood to mixed forest (forest, upland)
	E	S1	G3	2012-08-09	1	Dry barrens (partly forested, upland),Hardwood to mixed forest (forest, upland)
Water-plantain Spearwort						
	PE	SH	G4	1903-07-29	2	Open water (non-forested, wetland)
Wild Leek						
	SC	S3	G5	2013-04-29	28	Hardwood to mixed forest (forest, upland),Forested wetland

STATE RARITY RANKS

- S1** Critically imperiled in Maine because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extirpation from the State of Maine.
- S2** Imperiled in Maine because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- S3** Rare in Maine (20-100 occurrences).
- S4** Apparently secure in Maine.
- S5** Demonstrably secure in Maine.
- SU** Under consideration for assigning rarity status; more information needed on threats or distribution.
- SNR** Not yet ranked.
- SNA** Rank not applicable.
- S#?** Current occurrence data suggests assigned rank, but lack of survey effort along with amount of potential habitat create uncertainty (e.g. S3?).

Note: **State Rarity Ranks** are determined by the Maine Natural Areas Program for rare plants and rare and exemplary natural communities and ecosystems. The Maine Department of Inland Fisheries and Wildlife determines State Rarity Ranks for animals.

GLOBAL RARITY RANKS

- G1** Critically imperiled globally because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extinction.
- G2** Globally imperiled because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- G3** Globally rare (20-100 occurrences).
- G4** Apparently secure globally.
- G5** Demonstrably secure globally.
- GNR** Not yet ranked.

Note: **Global Ranks** are determined by NatureServe.

STATE LEGAL STATUS

Note: State legal status is according to 5 M.R.S.A. § 13076-13079, which mandates the Department of Conservation to produce and biennially update the official list of Maine's **Endangered** and **Threatened** plants. The list is derived by a technical advisory committee of botanists who use data in the Natural Areas Program's database to recommend status changes to the Department of Conservation.

- E** ENDANGERED; Rare and in danger of being lost from the state in the foreseeable future; or federally listed as Endangered.
- T** THREATENED; Rare and, with further decline, could become endangered; or federally listed as Threatened.

NON-LEGAL STATUS

- SC** SPECIAL CONCERN; Rare in Maine, based on available information, but not sufficiently rare to be considered Threatened or Endangered.
- PE** Potentially Extirpated; Species has not been documented in Maine in past 20 years or loss of last known occurrence has been documented.

ELEMENT OCCURRENCE RANKS - EO RANKS

Element Occurrence ranks are used to describe the quality of a rare plant population or natural community based on three factors:

- **Size**: Size of community or population relative to other known examples in Maine. Community or population's viability, capability to maintain itself.
- **Condition**: For communities, condition includes presence of representative species, maturity of species, and evidence of human-caused disturbance. For plants, factors include species vigor and evidence of human-caused disturbance.
- **Landscape context**: Land uses and/or condition of natural communities surrounding the observed area. Ability of the observed community or population to be protected from effects of adjacent land uses.

These three factors are combined into an overall ranking of the feature of **A**, **B**, **C**, or **D**, where **A** indicates an **excellent** example of the community or population and **D** indicates a **poor** example of the community or population. A rank of **E** indicates that the community or population is **extant** but there is not enough data to assign a quality rank. The Maine Natural Areas Program tracks all occurrences of rare (S1-S3) plants and natural communities as well as A and B ranked common (S4-S5) natural communities.

Note: **Element Occurrence Ranks** are determined by the Maine Natural Areas Program for rare plants and rare and exemplary natural communities and ecosystems. The Maine Department of Inland Fisheries and Wildlife determines Element Occurrence ranks for animals.

Visit our website for more information on rare, threatened, and endangered species!
<http://www.maine.gov/dacf/mnap>

SECTION 6: HISTORIC RESOURCES

Attached is a letter from the Maine Historic Preservation Commission.

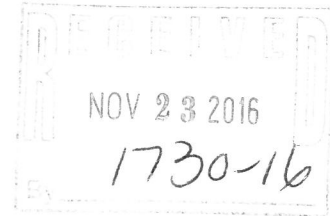
PINKHAM & GREER
CIVIL ENGINEERS

28 VANNAH AVE. PORTLAND, ME. 04103
Tel: 207.781.5242 Fax: 207.781.4245

File: 16158

November 21, 2016

Mr. Kirk F. Mohney
Maine Historic Preservation Commission
55 Capitol Street, 65 State House Station
Augusta, ME, 04333-0065



RE: Solar Way Subdivision

Dear Mr. Mohney:

Enclosed please find material relating to a proposed Residential Subdivision to be located at 34 Hillside Drive in Cumberland. Please review this material and your files and inform us of any impact that this construction may have on historic, archaeological or architectural properties.

Sincerely,

PINKHAM & GREER,
CIVIL ENGINEERS

Thomas S. Greer, P.E.

TSG/rjs

Enclosures

Based on the information submitted, I have concluded that there will be no historic properties affected by the proposed undertaking, as defined by Section 106 of the National Historic Preservation Act. Consequently, pursuant to 36 CFR 800.4(d)(1), no further Section 106 consultation is required unless additional resources are discovered during project implementation pursuant to 36 CFR 800.13.

Kirk F. Mohney,
~~Deputy~~ State Historic Preservation Officer
Maine Historic Preservation Commission

12/1/16
Date

SECTION 7: STORMWATER MANAGEMENT REPORT

Attached is a Stormwater Management Report.

**STORMWATER MANAGEMENT REPORT
SOLAR WAY SUBDIVISION
CUMBERLAND, MAINE**

**November 28, 2016
Revised February 6, 2017**

Project Description:

Solar Way Subdivision will provide housing for 3 additional homes. Currently there are two existing homes on the 24.84 acre property. This project creates a five lot clustered subdivision. The site is located on the southerly side of Hillside Avenue near the Yarmouth-Cumberland town line.

The project will have 750 feet of private road servicing the 5 homes. The power and communication systems will be underground.

Existing Conditions:

The existing site has two fully developed homes. The front of the site is fairly open. It was clear cut not long ago. The rear of the site has some additional forested area. There are tote roads that access the full site.

There are wetlands that transect the site. These are stream based with defined channels, and easily seen on the existing conditions plan sheet C1.0.

The soils on site are buxton, scantic, and limerick-saco based on the Cumberland County Soils Medium Intensity Soils Map. These soils are heavily clay based soils.

Developed Conditions:

The developed conditions converts the existing driveway into a private gravel road 18' wide. The front 4 lots will be approximately 60,000 sq. ft. The last lot will be 7.8 acres. The rear of the parcel will be left undeveloped open space of 10.2 acres.

Drainage:

The existing drainage flows generally from east to west. The drainage basin is approximately 64 acres. The area above the site is partially open space with the power lines and a residential subdivision in the Yarmouth section.

Methodology:

This stormwater analysis was performed using HydroCad Software based on TR-55 modeling conditions. This model requires assumptions as to the land cover, slopes and soils. These are enhanced by the topography mapping, soils mapping, and on-site observations. The flows were determined using a Type III coastal storm and rainfall totals for the 24 hour period for a 1 year storm, 2.6", for a 2 year storm, 3.1", for a 10 year storm, 4.6", and for a 25 year storm, 5.8". These data are published in the manual for Stormwater Management for Maine: Best Management Practices, published by the Maine Department of Environmental Protection.

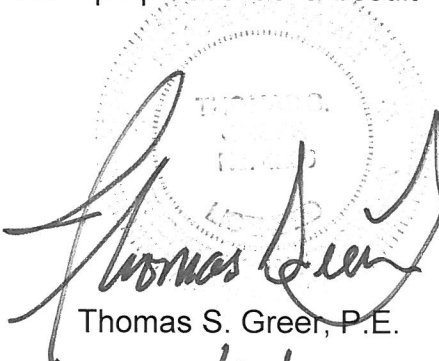
Model:

The hydrocad model was developed using 4 points of analysis corresponding to the swales and streams that cross the site. The peak flows leaving the site are equal to or less than the existing conditions flow. The two steam crossings create a small delay in the peak flows.

TABLE 1 PEAK FLOWS (CFS)								
	Existing				Developed			
POA	2 yr	10 yr	25 yr	100 yr	2 yr	10 yr	25 yr	100 yr
1	2.07	4.54	6.66	11.02	1.82	3.84	5.54	8.98
2	19.55	42.23	61.57	101.33	19.22	38.97	50.85	89.22
3	0.60	1.69	2.70	4.89	0.60	1.69	2.70	4.89
4	2.84	7.47	11.71	20.87	2.84	7.47	11.71	20.87

Conclusions:

This project makes a very light impact on the 24 acre site, with 3 additional homes. There will be a net reduction in peak flows leaving the site. There should be no unreasonable impact on downstream properties as a result of stormwater flows from this site.


Thomas S. Greer, P.E.
2/6/17



NW OF LOT 5, POA #4



LOT 5 AREA, POA #3



MCKEARNEY VILLAGE
& CENTER SITE, POA
#2



ALONG HILLSIDE AVE.
& EX. HOUSE, POA #1



Routing Diagram for 16158-EX. CONDITION 111116
Prepared by Hewlett-Packard Company, Printed 2/6/2017
HydroCAD® 10.00-16 s/n 01454 © 2015 HydroCAD Software Solutions LLC

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: ALONG HILLSIDE AVE. Runoff Area=165,284 sf 1.39% Impervious Runoff Depth>0.90"
Flow Length=878' Tc=39.5 min CN=74 Runoff=2.07 cfs 0.283 af

Subcatchment 2S: MCKEARNEY Runoff Area=2,058,116 sf 3.54% Impervious Runoff Depth>0.93"
Flow Length=2,764' Tc=70.4 min CN=75 Runoff=19.55 cfs 3.676 af

Subcatchment 3S: LOT 5 AREA, POA #3 Runoff Area=87,131 sf 0.00% Impervious Runoff Depth>0.54"
Flow Length=652' Tc=37.1 min CN=66 Runoff=0.60 cfs 0.089 af

Subcatchment 4S: NW OF LOT 5, POA #4 Runoff Area=600,729 sf 0.00% Impervious Runoff Depth>0.60"
Flow Length=2,031' Tc=92.1 min CN=68 Runoff=2.84 cfs 0.686 af

Total Runoff Area = 66.833 ac Runoff Volume = 4.734 af Average Runoff Depth = 0.85"
97.42% Pervious = 65.109 ac 2.58% Impervious = 1.724 ac

16158-EX. CONDITION 111116*Type III 24-hr 10-YEAR Rainfall=4.65"*

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: ALONG HILLSIDE AVE. Runoff Area=165,284 sf 1.39% Impervious Runoff Depth>1.91"
Flow Length=878' Tc=39.5 min CN=74 Runoff=4.54 cfs 0.603 af

Subcatchment 2S: MCKEARNEY Runoff Area=2,058,116 sf 3.54% Impervious Runoff Depth>1.96"
Flow Length=2,764' Tc=70.4 min CN=75 Runoff=42.23 cfs 7.707 af

Subcatchment 3S: LOT 5 AREA, POA #3 Runoff Area=87,131 sf 0.00% Impervious Runoff Depth>1.34"
Flow Length=652' Tc=37.1 min CN=66 Runoff=1.69 cfs 0.224 af

Subcatchment 4S: NW OF LOT 5, POA #4 Runoff Area=600,729 sf 0.00% Impervious Runoff Depth>1.44"
Flow Length=2,031' Tc=92.1 min CN=68 Runoff=7.47 cfs 1.651 af

Total Runoff Area = 66.833 ac Runoff Volume = 10.184 af Average Runoff Depth = 1.83"
97.42% Pervious = 65.109 ac 2.58% Impervious = 1.724 ac

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: ALONG HILLSIDE AVE. Runoff Area=165,284 sf 1.39% Impervious Runoff Depth>2.79"
Flow Length=878' Tc=39.5 min CN=74 Runoff=6.66 cfs 0.882 af

Subcatchment 2S: MCKEARNEY Runoff Area=2,058,116 sf 3.54% Impervious Runoff Depth>2.85"
Flow Length=2,764' Tc=70.4 min CN=75 Runoff=61.57 cfs 11.207 af

Subcatchment 3S: LOT 5 AREA, POA #3 Runoff Area=87,131 sf 0.00% Impervious Runoff Depth>2.10"
Flow Length=652' Tc=37.1 min CN=66 Runoff=2.70 cfs 0.349 af

Subcatchment 4S: NW OF LOT 5, POA #4 Runoff Area=600,729 sf 0.00% Impervious Runoff Depth>2.21"
Flow Length=2,031' Tc=92.1 min CN=68 Runoff=11.71 cfs 2.537 af

Total Runoff Area = 66.833 ac Runoff Volume = 14.976 af Average Runoff Depth = 2.69"
97.42% Pervious = 65.109 ac 2.58% Impervious = 1.724 ac

16158-EX. CONDITION 111116*Type III 24-hr 100-YEAR Rainfall=8.10"*

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: ALONG HILLSIDE AVE. Runoff Area=165,284 sf 1.39% Impervious Runoff Depth>4.65"
Flow Length=878' Tc=39.5 min CN=74 Runoff=11.02 cfs 1.469 af

Subcatchment 2S: MCKEARNEY Runoff Area=2,058,116 sf 3.54% Impervious Runoff Depth>4.71"
Flow Length=2,764' Tc=70.4 min CN=75 Runoff=101.33 cfs 18.545 af

Subcatchment 3S: LOT 5 AREA, POA #3 Runoff Area=87,131 sf 0.00% Impervious Runoff Depth>3.76"
Flow Length=652' Tc=37.1 min CN=66 Runoff=4.89 cfs 0.626 af

Subcatchment 4S: NW OF LOT 5, POA #4 Runoff Area=600,729 sf 0.00% Impervious Runoff Depth>3.89"
Flow Length=2,031' Tc=92.1 min CN=68 Runoff=20.87 cfs 4.473 af

Total Runoff Area = 66.833 ac Runoff Volume = 25.113 af Average Runoff Depth = 4.51"
97.42% Pervious = 65.109 ac 2.58% Impervious = 1.724 ac

16158-EX. CONDITION 111116

Type III 24-hr 25-YEAR Rainfall=5.82"

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Summary for Subcatchment 1S: ALONG HILLSIDE AVE. & EX. HOUSE, POA #1

Runoff = 6.66 cfs @ 12.55 hrs, Volume= 0.882 af, Depth> 2.79"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YEAR Rainfall=5.82"

Area (sf)	CN	Description
27,632	70	Woods, Good, HSG C
5,743	77	Woods, Good, HSG D
15,040	73	Brush, Good, HSG D
38,556	65	Brush, Good, HSG C
47,688	74	>75% Grass cover, Good, HSG C
16,290	80	>75% Grass cover, Good, HSG D
2,303	98	Roofs, HSG C
* 12,032	96	Gravel surface,
165,284	74	Weighted Average
162,981		98.61% Pervious Area
2,303		1.39% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.6	100	0.0400	0.06		Sheet Flow, Woods: Dense underbrush n= 0.800 P2= 3.14"
3.6	248	0.0520	1.14		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
7.3	530	0.0300	1.21		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
39.5	878	Total			

Summary for Subcatchment 2S: MCKEARNEY VILLAGE & CENTER SITE, POA #2

Runoff = 61.57 cfs @ 12.94 hrs, Volume= 11.207 af, Depth> 2.85"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YEAR Rainfall=5.82"

Area (sf)	CN	Description
783,682	77	Woods, Good, HSG D
274,538	70	Woods, Good, HSG C
* 249,967	74	Woods, Good, HSG C/D
455,273	73	Brush, Good, HSG D
212,756	74	>75% Grass cover, Good, HSG C
18,878	98	Roofs, HSG C
9,099	96	Gravel surface, HSG C
53,923	98	Paved parking, HSG C
2,058,116	75	Weighted Average
1,985,315		96.46% Pervious Area
72,801		3.54% Impervious Area

16158-EX. CONDITION 111116

Type III 24-hr 25-YEAR Rainfall=5.82"

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Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
44.0	130	0.0230	0.05		Sheet Flow, Woods: Dense underbrush n= 0.800 P2= 3.14"
22.9	688	0.0100	0.50		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
1.1	519	0.0150	8.16	359.12	Trap/Vee/Rect Channel Flow, Bot.W=7.00' D=4.00' Z= 1.0 '/' Top.W=15.00' n= 0.040 Mountain streams
0.4	294	0.0410	13.49	593.73	Trap/Vee/Rect Channel Flow, Bot.W=7.00' D=4.00' Z= 1.0 '/' Top.W=15.00' n= 0.040 Mountain streams
1.4	759	0.0180	8.94	393.40	Trap/Vee/Rect Channel Flow, Bot.W=7.00' D=4.00' Z= 1.0 '/' Top.W=15.00' n= 0.040 Mountain streams
0.5	264	0.0150	8.16	359.12	Trap/Vee/Rect Channel Flow, Bot.W=7.00' D=4.00' Z= 1.0 '/' Top.W=15.00' n= 0.040 Mountain streams
0.1	110	0.0550	15.63	687.67	Trap/Vee/Rect Channel Flow, Bot.W=7.00' D=4.00' Z= 1.0 '/' Top.W=15.00' n= 0.040 Mountain streams
70.4	2,764	Total			

Summary for Subcatchment 3S: LOT 5 AREA, POA #3

Runoff = 2.70 cfs @ 12.54 hrs, Volume= 0.349 af, Depth> 2.10"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YEAR Rainfall=5.82"

Area (sf)	CN	Description
79,236	65	Brush, Good, HSG C
1,266	96	Gravel surface, HSG C
6,629	70	Woods, Good, HSG C
87,131	66	Weighted Average
87,131		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
30.0	130	0.0150	0.07		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.14"
5.9	415	0.0280	1.17		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
1.2	107	0.0900	1.50		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
37.1	652	Total			

16158-EX. CONDITION 111116

Type III 24-hr 25-YEAR Rainfall=5.82"

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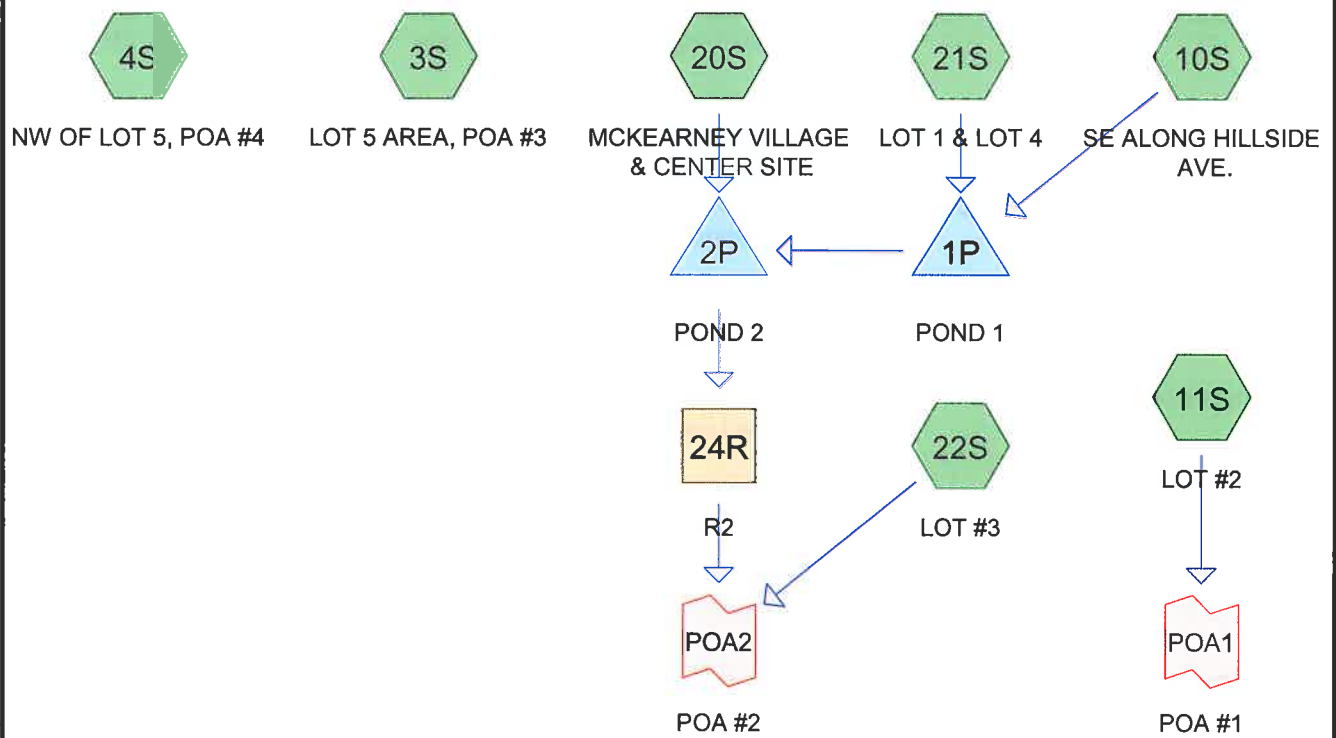
Summary for Subcatchment 4S: NW OF LOT 5, POA #4

Runoff = 11.71 cfs @ 13.25 hrs, Volume= 2.537 af, Depth> 2.21"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YEAR Rainfall=5.82"

Area (sf)	CN	Description
64,570	73	Brush, Good, HSG D
94,451	77	Woods, Good, HSG D
249,002	70	Woods, Good, HSG C
101,853	55	Woods, Good, HSG B
77,820	65	Brush, Good, HSG C
11,812	80	>75% Grass cover, Good, HSG D
1,221	96	Gravel surface, HSG D
600,729	68	Weighted Average
600,729		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
56.1	110	0.0090	0.03		Sheet Flow, Woods: Dense underbrush n= 0.800 P2= 3.14"
32.1	1,397	0.0210	0.72		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
3.9	524	0.0340	2.26	22.63	Trap/Vee/Rect Channel Flow, Bot.W=7.00' D=1.00' Z= 3.0 ' Top.W=13.00' n= 0.100 Heavy timber, flow below branches
92.1	2,031	Total			



Routing Diagram for 16158-DEV. CONDITION 111016
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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 3S: LOT 5 AREA, POA #3 Runoff Area=87,131 sf 0.00% Impervious Runoff Depth>0.54"
Flow Length=652' Tc=37.1 min CN=66 Runoff=0.60 cfs 0.089 af

Subcatchment 4S: NW OF LOT 5, POA #4 Runoff Area=600,729 sf 0.00% Impervious Runoff Depth>0.60"
Flow Length=2,031' Tc=92.1 min CN=68 Runoff=2.84 cfs 0.686 af

Subcatchment 10S: SE ALONG HILLSIDE Runoff Area=67,013 sf 5.93% Impervious Runoff Depth>1.12"
Flow Length=638' Tc=36.2 min CN=78 Runoff=1.12 cfs 0.143 af

Subcatchment 11S: LOT #2 Runoff Area=98,914 sf 2.38% Impervious Runoff Depth>1.01"
Flow Length=322' Tc=22.1 min CN=76 Runoff=1.82 cfs 0.191 af

Subcatchment 20S: MCKEARNEY Runoff Area=1,557,537 sf 4.49% Impervious Runoff Depth>0.93"
Flow Length=2,478' Tc=70.4 min CN=75 Runoff=14.79 cfs 2.782 af

Subcatchment 21S: LOT 1 & LOT 4 Runoff Area=426,493 sf 1.87% Impervious Runoff Depth>0.93"
Flow Length=1,073' Tc=79.1 min CN=75 Runoff=3.78 cfs 0.758 af

Subcatchment 22S: LOT #3 Runoff Area=73,454 sf 2.73% Impervious Runoff Depth>1.01"
Flow Length=177' Tc=15.1 min CN=76 Runoff=1.58 cfs 0.142 af

Reach 24R: R2 Avg. Flow Depth=0.59' Max Vel=2.76 fps Inflow=18.98 cfs 3.679 af
n=0.070 L=237.0' S=0.0422 '/' Capacity=390.24 cfs Outflow=18.95 cfs 3.669 af

Pond 1P: POND 1 Peak Elev=98.13' Storage=656 cf Inflow=4.26 cfs 0.901 af
Outflow=4.24 cfs 0.900 af

Pond 2P: POND 2 Peak Elev=89.61' Storage=1,088 cf Inflow=18.99 cfs 3.682 af
Outflow=18.98 cfs 3.679 af

Link POA1: POA #1 Inflow=1.82 cfs 0.191 af
Primary=1.82 cfs 0.191 af

Link POA2: POA #2 Inflow=19.22 cfs 3.811 af
Primary=19.22 cfs 3.811 af

Total Runoff Area = 66.834 ac Runoff Volume = 4.792 af Average Runoff Depth = 0.86"
97.04% Pervious = 64.853 ac 2.96% Impervious = 1.980 ac

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 3S: LOT 5 AREA, POA #3 Runoff Area=87,131 sf 0.00% Impervious Runoff Depth>1.34"
 Flow Length=652' Tc=37.1 min CN=66 Runoff=1.69 cfs 0.224 af

Subcatchment 4S: NW OF LOT 5, POA #4 Runoff Area=600,729 sf 0.00% Impervious Runoff Depth>1.44"
 Flow Length=2,031' Tc=92.1 min CN=68 Runoff=7.47 cfs 1.651 af

Subcatchment 10S: SE ALONG HILLSIDE Runoff Area=67,013 sf 5.93% Impervious Runoff Depth>2.22"
 Flow Length=638' Tc=36.2 min CN=78 Runoff=2.25 cfs 0.285 af

Subcatchment 11S: LOT #2 Runoff Area=98,914 sf 2.38% Impervious Runoff Depth>2.07"
 Flow Length=322' Tc=22.1 min CN=76 Runoff=3.84 cfs 0.393 af

Subcatchment 20S: MCKEARNEY Runoff Area=1,557,537 sf 4.49% Impervious Runoff Depth>1.96"
 Flow Length=2,478' Tc=70.4 min CN=75 Runoff=31.96 cfs 5.832 af

Subcatchment 21S: LOT 1 & LOT 4 Runoff Area=426,493 sf 1.87% Impervious Runoff Depth>1.95"
 Flow Length=1,073' Tc=79.1 min CN=75 Runoff=8.17 cfs 1.591 af

Subcatchment 22S: LOT #3 Runoff Area=73,454 sf 2.73% Impervious Runoff Depth>2.08"
 Flow Length=177' Tc=15.1 min CN=76 Runoff=3.33 cfs 0.292 af

Reach 24R: R2 Avg. Flow Depth=0.88' Max Vel=3.48 fps Inflow=38.54 cfs 7.702 af
 n=0.070 L=237.0' S=0.0422 ' Capacity=390.24 cfs Outflow=38.51 cfs 7.688 af

Pond 1P: POND 1 Peak Elev=99.63' Storage=4,123 cf Inflow=9.13 cfs 1.876 af
 Outflow=8.36 cfs 1.874 af

Pond 2P: POND 2 Peak Elev=91.61' Storage=6,737 cf Inflow=39.81 cfs 7.706 af
 Outflow=38.54 cfs 7.702 af

Link POA1: POA #1 Inflow=3.84 cfs 0.393 af
 Primary=3.84 cfs 0.393 af

Link POA2: POA #2 Inflow=38.97 cfs 7.980 af
 Primary=38.97 cfs 7.980 af

Total Runoff Area = 66.834 ac Runoff Volume = 10.268 af Average Runoff Depth = 1.84"
97.04% Pervious = 64.853 ac 2.96% Impervious = 1.980 ac

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 3S: LOT 5 AREA, POA #3 Runoff Area=87,131 sf 0.00% Impervious Runoff Depth>2.10"
 Flow Length=652' Tc=37.1 min CN=66 Runoff=2.70 cfs 0.349 af

Subcatchment 4S: NW OF LOT 5, POA #4 Runoff Area=600,729 sf 0.00% Impervious Runoff Depth>2.21"
 Flow Length=2,031' Tc=92.1 min CN=68 Runoff=11.71 cfs 2.537 af

Subcatchment 10S: SE ALONG HILLSIDE Runoff Area=67,013 sf 5.93% Impervious Runoff Depth>3.17"
 Flow Length=638' Tc=36.2 min CN=78 Runoff=3.19 cfs 0.406 af

Subcatchment 11S: LOT #2 Runoff Area=98,914 sf 2.38% Impervious Runoff Depth>2.99"
 Flow Length=322' Tc=22.1 min CN=76 Runoff=5.54 cfs 0.566 af

Subcatchment 20S: MCKEARNEY Runoff Area=1,557,537 sf 4.49% Impervious Runoff Depth>2.85"
 Flow Length=2,478' Tc=70.4 min CN=75 Runoff=46.59 cfs 8.481 af

Subcatchment 21S: LOT 1 & LOT 4 Runoff Area=426,493 sf 1.87% Impervious Runoff Depth>2.84"
 Flow Length=1,073' Tc=79.1 min CN=75 Runoff=11.90 cfs 2.314 af

Subcatchment 22S: LOT #3 Runoff Area=73,454 sf 2.73% Impervious Runoff Depth>3.00"
 Flow Length=177' Tc=15.1 min CN=76 Runoff=4.79 cfs 0.421 af

Reach 24R: R2 Avg. Flow Depth=1.02' Max Vel=3.78 fps Inflow=50.30 cfs 11.194 af
 n=0.070 L=237.0' S=0.0422 ' / Capacity=390.24 cfs Outflow=50.28 cfs 11.176 af

Pond 1P: POND 1 Peak Elev=100.90' Storage=10,992 cf Inflow=13.27 cfs 2.720 af
 Outflow=10.69 cfs 2.717 af

Pond 2P: POND 2 Peak Elev=93.48' Storage=22,487 cf Inflow=56.42 cfs 11.198 af
 Outflow=50.30 cfs 11.194 af

Link POA1: POA #1 Inflow=5.54 cfs 0.566 af
 Primary=5.54 cfs 0.566 af

Link POA2: POA #2 Inflow=50.85 cfs 11.598 af
 Primary=50.85 cfs 11.598 af

Total Runoff Area = 66.834 ac Runoff Volume = 15.076 af Average Runoff Depth = 2.71"
97.04% Pervious = 64.853 ac 2.96% Impervious = 1.980 ac

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 3S: LOT 5 AREA, POA #3 Runoff Area=87,131 sf 0.00% Impervious Runoff Depth>3.76"
Flow Length=652' Tc=37.1 min CN=66 Runoff=4.89 cfs 0.626 af

Subcatchment 4S: NW OF LOT 5, POA #4 Runoff Area=600,729 sf 0.00% Impervious Runoff Depth>3.89"
Flow Length=2,031' Tc=92.1 min CN=68 Runoff=20.87 cfs 4.473 af

Subcatchment 10S: SE ALONG HILLSIDE Runoff Area=67,013 sf 5.93% Impervious Runoff Depth>5.11"
Flow Length=638' Tc=36.2 min CN=78 Runoff=5.08 cfs 0.655 af

Subcatchment 11S: LOT #2 Runoff Area=98,914 sf 2.38% Impervious Runoff Depth>4.90"
Flow Length=322' Tc=22.1 min CN=76 Runoff=8.98 cfs 0.928 af

Subcatchment 20S: MCKEARNEY Runoff Area=1,557,537 sf 4.49% Impervious Runoff Depth>4.71"
Flow Length=2,478' Tc=70.4 min CN=75 Runoff=76.68 cfs 14.034 af

Subcatchment 21S: LOT 1 & LOT 4 Runoff Area=426,493 sf 1.87% Impervious Runoff Depth>4.69"
Flow Length=1,073' Tc=79.1 min CN=75 Runoff=19.52 cfs 3.831 af

Subcatchment 22S: LOT #3 Runoff Area=73,454 sf 2.73% Impervious Runoff Depth>4.91"
Flow Length=177' Tc=15.1 min CN=76 Runoff=7.77 cfs 0.690 af

Reach 24R: R2 Avg. Flow Depth=1.39' Max Vel=4.50 fps Inflow=88.45 cfs 18.509 af
n=0.070 L=237.0' S=0.0422 ' / ' Capacity=390.24 cfs Outflow=88.31 cfs 18.487 af

Pond 1P: POND 1 Peak Elev=101.96' Storage=21,881 cf Inflow=21.75 cfs 4.486 af
Outflow=20.39 cfs 4.481 af

Pond 2P: POND 2 Peak Elev=95.53' Storage=57,120 cf Inflow=93.47 cfs 18.516 af
Outflow=88.45 cfs 18.509 af

Link POA1: POA #1 Inflow=8.98 cfs 0.928 af
Primary=8.98 cfs 0.928 af

Link POA2: POA #2 Inflow=89.22 cfs 19.177 af
Primary=89.22 cfs 19.177 af

Total Runoff Area = 66.834 ac Runoff Volume = 25.236 af Average Runoff Depth = 4.53"
97.04% Pervious = 64.853 ac 2.96% Impervious = 1.980 ac

16158-DEV. CONDITION 111016

Type III 24-hr 25-YEAR Rainfall=5.82"

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Summary for Subcatchment 3S: LOT 5 AREA, POA #3

Runoff = 2.70 cfs @ 12.54 hrs, Volume= 0.349 af, Depth> 2.10"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YEAR Rainfall=5.82"

Area (sf)	CN	Description
79,236	65	Brush, Good, HSG C
1,266	96	Gravel surface, HSG C
6,629	70	Woods, Good, HSG C
87,131	66	Weighted Average
87,131		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
30.0	130	0.0150	0.07		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.14"
5.9	415	0.0280	1.17		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
1.2	107	0.0900	1.50		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
37.1	652	Total			

Summary for Subcatchment 4S: NW OF LOT 5, POA #4

Runoff = 11.71 cfs @ 13.25 hrs, Volume= 2.537 af, Depth> 2.21"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YEAR Rainfall=5.82"

Area (sf)	CN	Description
64,570	73	Brush, Good, HSG D
94,451	77	Woods, Good, HSG D
249,002	70	Woods, Good, HSG C
101,853	55	Woods, Good, HSG B
77,820	65	Brush, Good, HSG C
11,812	80	>75% Grass cover, Good, HSG D
1,221	96	Gravel surface, HSG D
600,729	68	Weighted Average
600,729		100.00% Pervious Area

16158-DEV. CONDITION 111016

Type III 24-hr 25-YEAR Rainfall=5.82"

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Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
56.1	110	0.0090	0.03		Sheet Flow, Woods: Dense underbrush n= 0.800 P2= 3.14"
32.1	1,397	0.0210	0.72		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
3.9	524	0.0340	2.26	22.63	Trap/Vee/Rect Channel Flow, Bot.W=7.00' D=1.00' Z= 3.0 ' Top.W=13.00' n= 0.100 Heavy timber, flow below branches
92.1	2,031	Total			

Summary for Subcatchment 10S: SE ALONG HILLSIDE AVE.

Runoff = 3.19 cfs @ 12.50 hrs, Volume= 0.406 af, Depth> 3.17"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YEAR Rainfall=5.82"

Area (sf)	CN	Description
14,100	70	Woods, Good, HSG C
3,976	98	Paved parking, HSG C
* 34,609	75	>75% Grass cover, Good, HSG C
* 7,045	75	>75% Grass cover, Good, HSG D
7,283	96	Gravel surface, HSG C
67,013	78	Weighted Average
63,037		94.07% Pervious Area
3,976		5.93% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
28.6	100	0.0400	0.06		Sheet Flow, Woods: Dense underbrush n= 0.800 P2= 3.14"
5.7	383	0.0500	1.12		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
0.1	25	0.0100	5.26	6.46	Pipe Channel, 15.0" Round Area= 1.2 sf Perim= 3.9' r= 0.31' n= 0.013 Corrugated PE, smooth interior
1.8	130	0.0310	1.23		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
36.2	638	Total			

Summary for Subcatchment 11S: LOT #2

Runoff = 5.54 cfs @ 12.31 hrs, Volume= 0.566 af, Depth> 2.99"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YEAR Rainfall=5.82"

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Type III 24-hr 25-YEAR Rainfall=5.82"

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Area (sf)	CN	Description
5,743	77	Woods, Good, HSG D
12,538	70	Woods, Good, HSG C
* 50,975	75	>75% Grass cover, Good, HSG C
* 21,996	75	>75% Grass cover, Good, HSG D
2,358	98	Roofs, HSG C
5,304	96	Gravel surface, HSG C
98,914	76	Weighted Average
96,556		97.62% Pervious Area
2,358		2.38% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
18.4	100	0.0300	0.09		Sheet Flow, Woods: Light underbrush n= 0.400 P2= 3.14"
3.7	222	0.0400	1.00		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
22.1	322	Total			

Summary for Subcatchment 20S: MCKEARNEY VILLAGE & CENTER SITE

Runoff = 46.59 cfs @ 12.94 hrs, Volume= 8.481 af, Depth> 2.85"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YEAR Rainfall=5.82"

Area (sf)	CN	Description
550,006	77	Woods, Good, HSG D
205,778	70	Woods, Good, HSG C
* 239,400	74	Woods, Good, HSG C/D
216,390	73	Brush, Good, HSG D
* 213,824	75	>75% Grass cover, Good, HSG C
16,012	98	Roofs, HSG C
6,041	96	Gravel surface, HSG C
53,923	98	Paved parking, HSG C
29,004	55	Woods, Good, HSG B
* 27,159	75	>75% Grass cover, Good, HSG D
1,557,537	75	Weighted Average
1,487,602		95.51% Pervious Area
69,935		4.49% Impervious Area

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Type III 24-hr 25-YEAR Rainfall=5.82"

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Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
44.0	130	0.0230	0.05		Sheet Flow, Woods: Dense underbrush n= 0.800 P2= 3.14"
22.9	688	0.0100	0.50		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
1.1	519	0.0150	8.16	359.12	Trap/Vee/Rect Channel Flow, Bot.W=7.00' D=4.00' Z= 1.0 '/' Top.W=15.00' n= 0.040 Mountain streams
0.4	294	0.0410	13.49	593.73	Trap/Vee/Rect Channel Flow, Bot.W=7.00' D=4.00' Z= 1.0 '/' Top.W=15.00' n= 0.040 Mountain streams
1.8	737	0.0100	6.66	293.22	Trap/Vee/Rect Channel Flow, Bot.W=7.00' D=4.00' Z= 1.0 '/' Top.W=15.00' n= 0.040 Mountain streams
0.2	110	0.0150	8.16	359.12	Trap/Vee/Rect Channel Flow, Bot.W=7.00' D=4.00' Z= 1.0 '/' Top.W=15.00' n= 0.040 Mountain streams
70.4	2,478	Total			

Summary for Subcatchment 21S: LOT 1 & LOT 4

Runoff = 11.90 cfs @ 13.08 hrs, Volume= 2.314 af, Depth> 2.84"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YEAR Rainfall=5.82"

	Area (sf)	CN	Description
	209,417	77	Woods, Good, HSG D
	58,087	70	Woods, Good, HSG C
*	371	74	Woods, Good, HSG C/D
	82,255	73	Brush, Good, HSG D
*	42,096	75	>75% Grass cover, Good, HSG D
*	16,766	75	>75% Grass cover, Good, HSG C
	3,601	98	Roofs, HSG C
	1,730	96	Gravel surface, HSG C
	4,378	98	Paved roads w/curbs & sewers, HSG C
	7,792	65	Brush, Good, HSG C
	426,493	75	Weighted Average
	418,514		98.13% Pervious Area
	7,979		1.87% Impervious Area

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Type III 24-hr 25-YEAR Rainfall=5.82"

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Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
49.8	100	0.0100	0.03		Sheet Flow, Woods: Dense underbrush n= 0.800 P2= 3.14"
4.6	211	0.0230	0.76		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
2.6	213	0.0380	1.36		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
16.8	339	0.0180	0.34		Shallow Concentrated Flow, Forest w/Heavy Litter Kv= 2.5 fps
5.3	210	0.0090	0.66		Shallow Concentrated Flow, Short Grass Pasture Kv= 7.0 fps
79.1	1,073	Total			

Summary for Subcatchment 22S: LOT #3

Runoff = 4.79 cfs @ 12.21 hrs, Volume= 0.421 af, Depth> 3.00"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YEAR Rainfall=5.82"

Area (sf)	CN	Description
8,051	77	Woods, Good, HSG D
15,580	70	Woods, Good, HSG C
* 22,510	75	>75% Grass cover, Good, HSG C
2,008	98	Roofs, HSG C
4,239	96	Gravel surface, HSG C
* 21,066	75	>75% Grass cover, Good, HSG D
73,454	76	Weighted Average
71,446		97.27% Pervious Area
2,008		2.73% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.4	100	0.0200	0.12		Sheet Flow, Grass: Dense n= 0.240 P2= 3.14"
0.2	41	0.3400	2.92		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
0.5	36	0.0550	1.17		Shallow Concentrated Flow, Woodland Kv= 5.0 fps
15.1	177	Total			

Summary for Reach 24R: R2

Inflow Area = 47.085 ac, 3.99% Impervious, Inflow Depth > 2.85" for 25-YEAR event
 Inflow = 50.30 cfs @ 13.27 hrs, Volume= 11.194 af
 Outflow = 50.28 cfs @ 13.30 hrs, Volume= 11.176 af, Atten= 0%, Lag= 1.8 min

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Type III 24-hr 25-YEAR Rainfall=5.82"

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Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 3.78 fps, Min. Travel Time= 1.0 min

Avg. Velocity = 1.95 fps, Avg. Travel Time= 2.0 min

Peak Storage= 3,150 cf @ 13.28 hrs

Average Depth at Peak Storage= 1.02'

Bank-Full Depth= 3.00' Flow Area= 57.0 sf, Capacity= 390.24 cfs

10.00' x 3.00' deep channel, n= 0.070 Sluggish weedy reaches w/pools

Side Slope Z-value= 3.0 '/' Top Width= 28.00'

Length= 237.0' Slope= 0.0422 '/'

Inlet Invert= 90.00', Outlet Invert= 80.00'

**Summary for Pond 1P: POND 1**

Inflow Area = 11.329 ac, 2.42% Impervious, Inflow Depth > 2.88" for 25-YEAR event

Inflow = 13.27 cfs @ 12.99 hrs, Volume= 2.720 af

Outflow = 10.69 cfs @ 13.44 hrs, Volume= 2.717 af, Atten= 19%, Lag= 27.0 min

Primary = 10.69 cfs @ 13.44 hrs, Volume= 2.717 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Peak Elev= 100.90' @ 13.44 hrs Surf.Area= 7,973 sf Storage= 10,992 cf

Plug-Flow detention time= 8.3 min calculated for 2.708 af (100% of inflow)

Center-of-Mass det. time= 7.9 min (851.2 - 843.3)

Volume	Invert	Avail.Storage	Storage Description
#1	97.00'	22,350 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
97.00	141	0	0
98.00	900	521	521
100.00	4,127	5,027	5,548
102.00	12,675	16,802	22,350

Device	Routing	Invert	Outlet Devices
#1	Primary	97.00'	15.0" Round Culvert L= 38.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 97.00' / 96.60' S= 0.0105 '/' Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 1.23 sf
#2	Primary	101.50'	10.0' long x 5.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50

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Type III 24-hr 25-YEAR Rainfall=5.82"

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Coef. (English) 2.34 2.50 2.70 2.68 2.68 2.66 2.65 2.65 2.65
2.65 2.67 2.66 2.68 2.70 2.74 2.79 2.88

Primary OutFlow Max=10.69 cfs @ 13.44 hrs HW=100.90' (Free Discharge)

1=Culvert (Inlet Controls 10.69 cfs @ 8.71 fps)

2=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

Summary for Pond 2P: POND 2

Inflow Area = 47.085 ac, 3.99% Impervious, Inflow Depth > 2.85" for 25-YEAR event
Inflow = 56.42 cfs @ 12.97 hrs, Volume= 11.198 af
Outflow = 50.30 cfs @ 13.27 hrs, Volume= 11.194 af, Atten= 11%, Lag= 17.8 min
Primary = 50.30 cfs @ 13.27 hrs, Volume= 11.194 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 93.48' @ 13.27 hrs Surf.Area= 11,964 sf Storage= 22,487 cf

Plug-Flow detention time= 3.1 min calculated for 11.194 af (100% of inflow)
Center-of-Mass det. time= 3.0 min (847.4 - 844.5)

Volume	Invert	Avail.Storage	Storage Description
#1	87.60'	132,284 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
87.60	64	0	0
90.00	1,200	1,517	1,517
92.00	6,281	7,481	8,998
94.00	13,968	20,249	29,247
96.00	25,236	39,204	68,451
98.00	38,597	63,833	132,284

Device	Routing	Invert	Outlet Devices
#1	Primary	87.70'	30.0" Round Culvert L= 40.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 87.70' / 87.00' S= 0.0175 '/' Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 4.91 sf
#2	Primary	94.50'	10.0' long x 5.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.34 2.50 2.70 2.68 2.68 2.66 2.65 2.65 2.65 2.65 2.67 2.66 2.68 2.70 2.74 2.79 2.88

Primary OutFlow Max=50.28 cfs @ 13.27 hrs HW=93.48' (Free Discharge)

1=Culvert (Inlet Controls 50.28 cfs @ 10.24 fps)

2=Broad-Crested Rectangular Weir (Controls 0.00 cfs)

Summary for Link POA1: POA #1

Inflow Area = 2.271 ac, 2.38% Impervious, Inflow Depth > 2.99" for 25-YEAR event
Inflow = 5.54 cfs @ 12.31 hrs, Volume= 0.566 af
Primary = 5.54 cfs @ 12.31 hrs, Volume= 0.566 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Link POA2: POA #2

Inflow Area = 48.772 ac, 3.95% Impervious, Inflow Depth > 2.85" for 25-YEAR event
Inflow = 50.85 cfs @ 13.29 hrs, Volume= 11.598 af
Primary = 50.85 cfs @ 13.29 hrs, Volume= 11.598 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

**Solar Way Subdivision
CUMBERLAND, MAINE**

**November 28, 2016
Revised February 6, 2017**

**INSPECTION AND MAINTENANCE
OF STORMWATER MANAGEMENT FACILITIES**

Cumberland Foreside Village Owner of Lot 9 will be responsible for the inspection and maintenance of all stormwater management facilities, the establishment of any contract services required to implement the program, and the keeping of records and maintenance log book as described herein. At a minimum, the appropriate and relevant activities for each of the stormwater management facilities should be performed on the prescribed schedule. Periodic inspection and maintenance of these site features and devices is necessary to prevent erosion and remove pollutants from stormwater runoff.

Inspections and Reports:

This project is located in the MS4 section of Town. The Homeowners are required to file an annual report noting the conditions of the site, including erosion issues and drainage related items.

SWALES, DITCHES, CURBS AND PAVED AREAS:

Swales, ditches, curbs and paved areas are easily inspected during a site walk or even a ride-by. Since visual inspection is easy, their condition should be assessed during and/or after significant rainfall events such as thunder showers and periods of heavy or extended rainfall and during periods of significant snowmelt. Any damage or unusual condition such as sedimentation of a ditch, erosion, damaged curb or dying vegetation should be recorded, dated and initialed by the inspector when observed. Even if there is no damage, the inspector should make record of these inspections at least twice annually.

Paved areas should be visually inspected monthly during the winter. The inspector should pay particular attention to the build up of sand around catch basin grates and remove accumulations that block the free flow of surface runoff to the catch basins. The date and initials of the inspector should be recorded on the forms provided as well as a notation of any cleanup effort that was made and the approximate volume of sand that was removed.

**SOLAR WAY SUBDIVISION
CUMBERLAND, MAINE**

INSPECTION / MAINTENANCE LOG

SWALES, DITCHES, CURBS AND PAVED AREAS

I: INSPECTED - C: CLEANED - R: REPAIRED

DATE	INITIALS	ACTION	COMMENT
5/14/15	ABC	I, C	EXAMPLE: Remove sand deposits and debris as necessary.

**STORMWATER MANAGEMENT SYSTEM
MAINTENANCE PROGRAM
SUMMARY CHECKLIST**

Item	Commentary	Frequency			
		Month	Semi-Annual	Annual	Long-Term
Open Swale, Ditches & Inlet Structures	Inspect for debris accumulation, erosion and excessive vegetation. Mow monthly, remove debris, repair and revegetate any area of erosion	X Mow		X	
Pavement	Review for damage and buildup of debris and sand.	X	X Sweep		

HOUSEKEEPNG REPORT

SOLAR WAY SUBDIVISION CUMBERLAND, MAINE

November 28, 2016

Housekeeping:

This project is located in a stream watershed. Protection of the groundwater quality is ensured by having good housekeeping practices and maintenance of the stormwater systems. Spill prevention must be incorporated into the plan. The project should follow the following steps:

1. Building Owners should be made aware of possible groundwater and surface water contamination based on their actions. The spilling of products such as small engine fuel, cleaning products and paints need to be cleaned up. The use of fertilizers and pesticides should be done cautiously and in accordance with manufacturers recommendations.

The maintenance of the landscaping and parking lots should include the sweeping of the parking lots and removal of the materials that may cause dust.

During construction follow the erosion control measures outlined on the plans.

During construction, develop a waste handling program that identified potential contaminates that could be introduced to the aquifer. Follow hazardous waste rules if any items used are considered a hazardous waste. It is critical to the site that uncontrolled releases be prevented.

Oil absorbent pads should be used while refueling equipment.

This site may require dewatering of trenches. During construction, monitor stormwater runoff from the equipment and ground areas to minimize contamination of groundwater.

SECTION 8: WATER SUPPLY

This project will be serviced by private wells. Attached is a report by Sweet Associates.

February 7, 2017

**GROUNDWATER AVAILABILITY
SOLAR WAY SUBDIVISION
HILLSIDE AVENUE, CUMBERLAND**

The following is a review of the proposed Solar Way Subdivision to determine if there is sufficient groundwater available for the proposed five wells in the subdivision without draining wells outside the subdivision. Data for this review included a site plan by Pinkham and Greer Engineers, soil logs by Mark Hampton, CSS, the Maine Geological Survey Water Well Database, and other published geology maps.

The site is underlain by a relatively thin soil layer of primarily silty soils overlying metamorphosed sedimentary rocks. All the wells in the area are bedrock wells and the sedimentary rocks are known for average yields of groundwater. A review of the Water Well Database found one well on the subdivision property at 34 Hillside Avenue. That well shows 12 feet of silty soils overlying bedrock. There is 20 feet of casing and the well is 330 feet deep. The yield is 4 gallons per minute. That yield is more than adequate for a 3 bedroom home. A second well was listed at 37 Hillside Avenue across the road from the development. That well was drilled in 1994 and is 475 feet deep. The yield is 15 gallons per minute.

An analysis was made of the development to determine the predicted groundwater available within the development property and then compared with the amount of groundwater withdrawal expected from the 5 homes. The calculation assumes that only a small percentage of the water landing on the site will actually get into the bedrock fractures and be available for withdrawal by wells. The numbers used in the calculation are attached. The amount of water withdrawal is based on the Maine Plumbing Code which assigns a 90 gallon per day per bedroom use. The results of the calculation show that the volume of water available in the ground for withdrawal in a year is 2,831,994 gallons and the predicted withdrawal need from the 5 houses is 492,750 or only 17% of the available groundwater. These numbers do not take into account the water being returned to the ground through the septic systems which makes the need even smaller.

In summary, there is sufficient water for water wells serving the proposed 5 houses without affecting neighboring wells. It should be kept in mind that the calculations do not take into account extraordinary groundwater withdrawals such as filling a farm pond or watering a large acreage of crops.

Sincerely,

A handwritten signature in cursive script, reading "Richard A. Sweet", written over a horizontal line.

Richard A. Sweet
Certified Geologist #GE100



Groundwater Budget

Groundwater Input

DATA ENTRY	
42	inches of rain per year
24.83	area of land in acres

RESULT	
3,785,582	cubic feet of rain per year
28,319,937	gallon of rain per year
2,831,994	Annual Bedrock Recharge (10%)

Groundwater Export

DATA ENTRY	
5	Number of Houses
3	Number of Bedrooms
90	gpd per bedroom

RESULT	
1,350	Daily Water Use (gallons)
492,750	Yearly Water Use (gallons)

SECTION 9: WASTEWATER DISPOSAL

This project will be serviced by private septic systems. See Section 12-Soils for test pit information. See attached email from Glenn Angell stating soils are suitable for septic by DHHS.

Subject:RE: Solar Way Cumberland

Date:Wed, 18 Jan 2017 20:09:30 +0000

From:Angell, Glenn B <Glenn.B.Angell@maine.gov>

To:Lawson, Brent <Brent.Lawson@maine.gov>, hampfam <mhamptol@maine.rr.com>, William Longley <wlongley@cumberlandmaine.com>

I'm sending this email as a follow-up to our site visit on this property this morning. Brent and I arrived at Solar Way Lane a little after 9 AM. Snow was falling and covered the ground. Mark gave a brief overview of the history of the property, the construction of the two existing houses (one about 3 years ago and the other about 2 years ago). Bill explained that the town had a letter in the lot file dated in the mid-1970's that the lot was not buildable (presumably for subsurface wastewater disposal systems.) We then proceeded to check test pits on each of the proposed three vacant lots.

The first lot we checked was the one closest to the road. This test pit had soils that were loamy to silt loams at the surface with a layer of very fine sands beneath that. Mottling was in the 14 to 15 inch depth range. I would class this as an 8-d.

The second lot we looked at was the back one. This test pit had finer textured soils. Mottling was at a depth of 10-13 inches. Given the textures in the top 15 inches that we looked at I would classify this as a 9-D although it is possible it is a profile 8 beneath that. We didn't look any deeper.

The third lot (the "middle" one) was the last one we looked at. Mottles were found at about 10-11 inches and textures were silt loams. I would class this the same as the back lot (9-D although it could be an 8-D).

In looking at all three test pits, I do not believe that those areas had much, if any, topsoil mined from them. The profiles had classic A horizons that appeared to be the remnants of a plow layer with well developed B horizons beneath them.

Given that these are all Condition D soils, I can see why site evaluators in the 1970's declared these lots as unbuildable. At that time, in order to locate a subsurface wastewater disposal system on a lot, you needed at least 15 inches of soil before encountering mottling. Thus, all three of these proposed lots would not have passed. However, today's Subsurface Rules allow subsurface wastewater disposal systems located OUTSIDE the shoreland zone to be located on lots with mottling as close as 9 inches beneath the surface of the ground. All three meet or exceed that and are thus developable for a subsurface wastewater disposal system.

I trust both of you made it back to your offices safely.

Glenn B. Angell, LSE #137
State Site Evaluator
Division of Environmental and Community Health
Drinking Water Program/Subsurface Wastewater Unit
Tel: (207) 592-2084

Maine Center for Disease Control and Prevention - Preserve ~Promote ~ Protect

SECTION 10: MAINTENANCE OF COMMON FACILITIES OR PROPERTY

The common property and road will be maintained by the homeowner. The roads are being constructed to Town Standards for a private way. Attached is the Declaration of Protective Covenants, Reservations, Restrictions, and Easements of Solar Way Homeowners Association document for the maintenance of the facilities and the open space.

DECLARATION OF PROTECTIVE COVENANTS, RESERVATIONS, RESTRICTIONS, AND EASEMENTS OF SOLAR WAY HOMEOWNERS ASSOCIATION

WITNESS THIS DECLARATION OF PROECTIVE COVENANTS, RESERVATIONS, RESTRICTIONS, AND COMMON EASEMENTS, made this ____ day of ____, 2017, by Live Life Maine, LLC, Patrice Miller & Melissa Richter 1 Solar Way, Cumberland, Maine 04021, hereinafter referred to as the "Declarant."

WHEREAS, Declarant has acquired by deed dated 7/11/14, and recorded in the Cumberland County Registry of Deeds in Book 31632, Page 282, a certain lot or parcel of land situated on Solar Way, in the Town of Cumberland, County of Cumberland, and State of Maine, containing approximately 24.84 acres; and

WHEREAS, Declarant is in the business of developing and selling real estate situated in said Town of Cumberland, which development is known as Solar Way and is more particularly described in a Plan of "Solar Way" made by Pinkham & Greer, dated ____, 2017, approved by the Town of Cumberland Planning Board on ____, 2017, and recorded in the Cumberland County Registry of Deeds in Plan Book ____, Page ____ and

WHEREAS, Declarant desires to provide for the improvement of Solar Way Subdivision in accordance with a harmonious plan for the relative location of residential structure, garages, rights-of-way, easements, roads, common areas, and general land use, all to assure the purchasers of lots in Solar Way Subdivision, their heirs and assigns owning such lots, that the use, benefit, and enjoyment of the individual lots, common amenities, facilities, easements, and roads will not conflict with the harmonious plan; and

WHEREAS, the Declarant desires to create a residential area of Solar Way Subdivision providing for the greatest possible degree of health, safety, environmental beauty, and amenity for the property owners and inhabitants thereof, and to effect the foregoing purposes, desires to subject the property to protective covenants and common easements and to the provisions for a homeowners association for the administration and enforcement of same, the maintenance and improvement of certain common facilities, and the establishment, collection and disbursement of assessments, all as set forth hereinafter, each and all of which are for the benefit of the property and of each lot of the protective covenants and easements hereinafter set forth, maintaining and improving certain rights-of-way and other common facilities, and otherwise carrying out the functions of a homeowners associations and the provisions and objectives of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the property shall be held, occupied, improved, transferred, sold, leased, and conveyed subject to the protective covenants and restrictions, the reservations and exceptions, the common rights and easements, and the provisions of a homeowners association hereinafter set forth, all of which are declared to be in furtherance of a uniform scheme for the development of the property and that said protective covenants, reservations, common easements, and provisions for a homeowners associations are intended to enhance and protect the value and desirability of the property as a whole, to mutually benefit each of the parcels located thereon, to create mutual, equitable servitudes upon each of the parcels in favor of each and all other parcels therein and to create reciprocal rights and privities of contract and estate between all persons acquiring or owning any interest in any portion of the property including Declarant, and Declarant's grantees, successors, administrators, and assigns and shall be deemed to run with the land and be a burden and benefit to and enforceable by all such persons, including

Declarant, and Declarant's grantees, successors, administrators, and assigns, and by the homeowners association.

ARTICLE 1 Definitions

The following words, shall, as used herein, have the following meanings, unless the context plainly requires otherwise:

- a. Road. All roads and ways as shown on the Plan of Solar Way Subdivision.
- b. Association. The homeowners association named Solar Way Homeowners Association, which Declarant has organized as a nonprofit corporation for the purpose of administering and enforcing the protective covenants and easements hereinafter set forth, maintaining and improving certain rights-of-way and other common facilities, and otherwise carrying out the functions of a homeowners association and the provisions and objectives of this Declaration.
- c. Declarant. Live Life Maine, LLC, as aforesaid, and any successor to all Declarant's right, title, and interest in and to the property.
- d. Owner. The record owner, whether one or more persons or entities, of the fee simple title to any lot or parcel, but not including Declarant.
- e. Lot or Parcel. Any one of the numbered lots within the property as shown upon the Plan, which may hereafter be conveyed by Declarant.
- f. Plan. The Plan labeled "Solar Way Subdivision," dated _____, approved by the Planning Board of the Town of Cumberland, Maine, on _____, 2017, and recorded in the Cumberland County Registry of Deeds in Plan Book _____, Page _____.

ARTICLE II Supplement Declarations

This Declaration may be amended from time to time by Supplemental Declarations duly executed by Declarant, or by the Solar Way Homeowners Association, pursuant to a vote of the owners in accordance with the Bylaws of the Solar Way Homeowners Association, and recorded in the Cumberland County Registry of Deeds. No such amendment shall render invalid any use of subdivision land within the property existing in accordance with this Declaration at the time of recording such Supplemental Declaration, and any such amendment shall be reasonably consistent with the uniform scheme of development established by this Declaration.

ARTICLE III Reservations and Exceptions

There is hereby excepted and reserved to the Declarant, for so long as it shall own any portion of the numbered parcels, and thereafter to the Association the following:

- a. Road. A right-of-way for all purposes over, across and through the Road, together with the right to install and maintain utility poles and lines and water and sewer lines and drainage areas adjacent to, within or under the traveled portion of said roads.
- b. Common Areas. The right of access to, across, and through the common areas as shown on the Plan.
- c. Utilities. Declarant reserves the right to grant easements for utility purposes to enter onto any lot within fifteen (15) feet of the road lot line for the purpose of constructing, reconstructing, installing, replacing, and maintaining an underground or an above ground utility therein and to extend, connect to, and use in common any previously installed utility by the lot owner providing that promptly after such entry the surface of the ground shall be restored to substantially the same condition as it was in prior to such entry.
- d. Other. The right to exercise throughout the property any rights or powers hereinafter conferred upon the Association by amended Declaration.

ARTICLE IV Protective Covenants and Restrictions

- a. Residential Use. No parcel shall be improved or used except for single family residential purposes, with no more than one principal residence and improvements accessory thereto. All houses shall be erected with a continuous foundation and shall include a heating system for year-round occupancy.
- b. Road Maintenance. The Declarant shall construct the roadways designated on the Plan in accordance with the Plans and specifications approved by the Planning Board for the Town of Cumberland. Thereafter, the Solar Way Homeowners Association shall have the right, duty, and obligation to maintain the roadways.
- c. Design of Dwelling. The design of residential dwelling and other acceptable buildings, including, but not limited to, materials, colors, textures, building shape, rooflines, window treatment, and site orientation shall be of a character harmonious with the natural beauty of the Solar Way environment.
- d. Maintenance. All parcels, including the common areas, shall be maintained in a neat, attractive manner and kept in good repair. Every domestic water supply system and sewage disposal system shall be kept and maintained in compliance with all federal, state, and local requirements and in compliance with the provisions of this Declaration.
- e. Surface Water. No owner of a lot, his agents, or successors in interest shall alter the natural course of surface water on any lot in a way which would alter the natural flow of such water across any other parcel, unless such alteration is approved by the owners of all parcels affected. This provision shall not be construed to prevent the proper improvements or maintenance of drainage easements shown on said Plan.
- f. Compliance with Stormwater Management Report. The Solar Way Homeowners Association shall comply with the maintenance requirements of the Stormwater Management System in accordance with the Stormwater Management Report approved by the Maine Department of Environmental Protection.

- g. Pesticides. The use of toxic pesticides on lawn or exterior yards is strictly prohibited. Only natural, organic substances to be used for fertilizers that are safe for children/animals.
- h. Trash. Trash, garbage, and other waste shall be kept in sanitary containers where they are not visible from the road or any other parcel. Large single sort recycle containers with covers to be used only on road at weekly pick up.
- i. Tree Maintenance. Any cutting of trees shall be done in compliance with the Plan. This section shall not preclude the removal of diseased or naturally damaged trees. No trees shall be permitted that would cast shadows on solar panels.
- j. Lighting. It is the intent of this Declaration to minimize the amount of outdoor lighting. Any exterior lights in excess of what is necessary for safety purposes and prohibited hereby. The Board of Directors shall be vested with the authority to make the determination as to what lighting may be excessive. No spot or floodlights shall be used to light a large area and motion detectors and other automatic devices used to extinguish lights when they are not needed shall be employed where practical. No halide bulbs, high pressure fixtures or other high intensity light sources, or bulbs of a wattage of more than 150 watts shall be used outside at any time except for temporary use during construction or for special and temporary purpose. Outside lights shall be limited to small house lights and small spotlights that illuminate a small area or highlight a small segment of the house. Exterior lighting should in general direct the light downward and not in the direction of other lots or residences. No exterior colored lights are allowed, except for temporary display as in connection with holiday celebrations and the like, and shall not remain in use or installed in any event for more than 30 days for any particular event, or for more than 60 days total in any calendar year.
- k. Unregistered Motor Vehicles. No unregistered motor vehicles may be kept on any property located in the subdivision except of located in area not visible from other lots or R.O.W.
- l. Tractor Trailers. No tractor trailers may be kept on any property located in the subdivision.
- m. Wood. Cut wood shall be stacked neatly behind or on the side of the residence.
- n. Commercial Use. The lots shall be used only for residential purposes, except for limited commercial use by the owner/occupant providing that such use does not create traffic substantially greater than that of normal residential use and that said use be approved by the appropriate Town official or board.
- o. Nuisances. No owner of a lot shall do or permit to be done any act upon the lot which may be, or is, or may become a nuisance as defined by state or local law, ordinances or regulation.
- p. Signs. No sign of any nature or description shall be displayed or placed upon any part of the premises except for a "For Sale" sign referring only to a lot or residence, or a sign erected by Declarant to identify the subdivision or assign not exceeding one square foot erected by a lot owner to identify his or her or their name.

ARTICLE V
Solar Way Homeowners Association

The owner of each parcel within the property, or his heirs, successors, or assigns, shall automatically, during the period of his ownership and by virtue of said ownership, be a member of the Association so long as he retains title to any parcel on the Plan.

- a. Purposes. The purposes of the Association shall be the operation and maintenance of the roads in the subdivision, common drives and any other common facilities of limited or general use located within the common areas; the administration and enforcement of the protective covenants and easements set forth in this Declaration; the general protection of the property; and the performance of any functions relating to the use, maintenance, or improvement of the property required by this Declaration or which may be approved by vote of the owners.
- b. Bylaws. The Association shall be organized and operated pursuant to the Bylaws of Solar Way Homeowners Association, which Bylaws shall be recorded in the Cumberland County Registry of Deeds, as amended from time to time by the Association. A copy of the Bylaws is attached hereto as Exhibit A.
- c. Voting. Each owner, by virtue of his ownership of a parcel, shall automatically be entitled to the votes as provided for in the Bylaws of the Homeowners Association.
- d. Assessments.
 - i. Each owner shall be assessed by the Association, at least annually, a fee covering his share of the net costs of carrying out the functions and purposes of the Association. The fees shall be computed and collected in accordance with the Bylaws of the Association. The collection of the assessments may be made in advance and limited reserves may be maintained in order to ensure that the purposes and obligations of the Association are carried out in a timely manner.
 - ii. Such assessments as collected by the Association shall include any municipal taxes as charged against the common areas or the roads. Each owner shall pay a share of such tax proportionate to the number of parcels owned by him.
 - iii. Such assessments, together with interest thereon, and cost of collection as provided in said Bylaws shall be charged upon each parcel of the owner against whom each assessment is made. If any assessment is not paid when stated to be due, then such assessment shall become delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the rate of eighteen (18) percent per annum from the due date and any owner or owners, or the Association, may have lien against the lot so assessed which may be enforced in the same manner and with the same force and effect as a mechanics lien filed pursuant to 14 M.R.S.A. et seq. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the courts, together with the costs of the action.
 - iv. Upon the purchase of a lot from the Declarant, a lot owner shall pay the sum of \$_____ as an initial fee to the Homeowners Association.

- e. Road Maintenance Requirements. The roads shall be repaired and maintained to safe and passable standards for two wheel drive vehicles. The roads shall be kept in at least the condition established by the Town of Cumberland pursuant to its approvals of the Solar Way Subdivision. Such plans being on file with the Town of Cumberland.

IN WITNESS WHEREOF, _____ has executed this instrument this _____ day of _____, 2017.

LIVE LIFE MAINE, LLC.

Witness

Patrice Miller

Witness

Melissa Richter

STATE OF MAINE, _____, 2017
Cumberland, ss.

Then personally appeared the above-named Patrice Miller & Melissa Richter and acknowledged the foregoing instrument his free act and deed and the free act and deed of LIVE LIFE MAINE, LLC

Before me,

Notary Public/Attorney at Law
Printed Name:
My Commission Expires

SECTION 11: SOLID WASTE

This project will have public trash collection. Demolition and construction debris will go to EcoMaine in Portland.

Construction waste is estimated at 60cy per unit or 180cy.

The stumps and grubblings will be ground up for erosion control.

Domestic waste will be 2.2 lbs per person per day.

Total weight will be 5 tons per year.

SECTION 12: SOILS

Attached is the soils evaluation.



MARK HAMPTON ASSOCIATES, INC.

SOIL EVALUATION • WETLAND DELINEATIONS • SOIL SURVEYS • WETLAND PERMITTING

4615

October 28, 2016

Mr. Tom Greer
Pinkham & Greer Civil Engineers
28 Vannah Avenue
Portland, ME 04103

Re: Preliminary soil evaluation, Solar Way Cumberland, ME

Dear Tom,

I completed a preliminary soil evaluation on a proposed 5 lot subdivision located on Solar Way off of Hillside Avenue Cumberland, Maine. The parcel is proposed to be developed into 5 single family house lots. There are two homes already occupying two of the lots. The soil evaluation was conducted in accordance with the Maine Subsurface Wastewater Disposal Rules dated August 2015, as amended. I evaluated two hand excavated soil test pits on each proposed lot. The soils found on the parcel are marine laucustrine soils with a limiting factor at approximately 16 to 18 inches. I was able to find suitable soils and area for a septic system on each proposed lot.

The soils as evaluated meet the minimum requirements of the state rules and as such are suitable for the location of a septic system. The disposal bed for a 3 bedroom home would possibly be a 1200 square foot stone bed, 30 feet wide and 40 feet long. In my opinion, there are suitable soils and area on each proposed lot for a septic system. A subsurface wastewater disposal design can be prepared at some future date.

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

Sincerely,

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

SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF
SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name: <u>Solar Way</u>	Applicant Name: <u>Clear Conscience Construction</u>	Project Location (municipality): <u>Cumberland</u>
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Exploration Symbol # TP1 ☒ Test Pit ☐ Boring ☐ Probe
 " Organic horizon thickness _____ Ground surface elev. _____
 " Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	fine sandy loam	friable	dark brown	
10	fine sandy loam	friable	brown	
20	silt clay loam	firm	gray	common & distinct
30				
40				
50				
60				

Soil Details by S.E. B C 2 16 " ☒ Groundwater ☒ Restrictive Layer ☐ Bedrock
 S.S. Profile Condition Percent Depth
 Soil Series/Phase Name: ☐ Hydric ☐ Non-hydric Hydrologic Soil Group

Exploration Symbol # TP2 ☒ Test Pit ☐ Boring ☐ Probe
 " Organic horizon thickness _____ Ground surface elev. _____
 " Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	fine sandy loam	friable	dark brown	
10	fine sandy loam	friable	brown	
20	silt clay loam	firm	gray	common & distinct
30				
40				
50				
60				

Soil Details by S.E. B C 2 16 " ☒ Groundwater ☒ Restrictive Layer ☐ Bedrock
 S.S. Profile Condition Percent Depth
 Soil Series/Phase Name: ☐ Hydric ☐ Non-hydric Hydrologic Soil Group

Exploration Symbol # TP3 ☒ Test Pit ☐ Boring ☐ Probe
 " Organic horizon thickness _____ Ground surface elev. _____
 " Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	fine sandy loam	friable	dark brown	
10	fine sandy loam	friable	brown	
20	silt clay loam	firm	gray	common & distinct
30				
40				
50				
60				

Soil Details by S.E. B C 2 16 " ☒ Groundwater ☒ Restrictive Layer ☐ Bedrock
 S.S. Profile Condition Percent Depth
 Soil Series/Phase Name: ☐ Hydric ☐ Non-hydric Hydrologic Soil Group

Exploration Symbol # TP4 ☒ Test Pit ☐ Boring ☐ Probe
 " Organic horizon thickness _____ Ground surface elev. _____
 " Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	fine sandy loam	friable	dark brown	
10	fine sandy loam	friable	brown	
20	silt clay loam	firm	gray	common & distinct
30				
40				
50				
60				

Soil Details by S.E. B C 2 16 " ☒ Groundwater ☒ Restrictive Layer ☐ Bedrock
 S.S. Profile Condition Percent Depth
 Soil Series/Phase Name: ☐ Hydric ☐ Non-hydric Hydrologic Soil Group

INVESTIGATOR INFORMATION AND SIGNATURE

Signature <u>Mary Hampton</u>	Date <u>10/27/16</u>
Name Printed <u>Mary Hampton</u>	Cert/Lic/Reg. # <u>263/216</u>
<input checked="" type="checkbox"/> Licensed Site Evaluator <input checked="" type="checkbox"/> Certified Soil Scientist <input type="checkbox"/> Certified Geologist <input type="checkbox"/> Professional Engineer	

affix professional seal

SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF
SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name:

Solar Way

Applicant Name:

Clear Conscience Construction

Project Location (municipality):

Cumberland

Exploration Symbol # TP5 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	fine sandy loam	frable	Dark Brown	
10	fine sandy loam	frable	Brown	
20	Silty Clay loam	Fine	Gray	Common Distinct
30				
40				
50				
60				

Soil Details by	Soil Classification		Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock
	Profile	Condition	Percent	Depth	
S.S.	Soil Series/Phase Name:				<input type="checkbox"/> Hydric <input type="checkbox"/> Non-hydric
					Hydrologic Soil Group

Exploration Symbol # TP6 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	fine sandy loam	frable	Dark Brown	
10	fine sandy loam	frable	Brown	
20	Silty Clay loam	Fine	Gray	Common Distinct
30				
40				
50				
60				

Soil Details by	Soil Classification		Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock
	Profile	Condition	Percent	Depth	
S.S.	Soil Series/Phase Name:				<input type="checkbox"/> Hydric <input type="checkbox"/> Non-hydric
					Hydrologic Soil Group

Exploration Symbol # TP7 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	fine sandy loam	frable	Dark Brown	
10	fine sandy loam	frable	Brown	
20	Silty Clay loam	Fine	Gray	Common Distinct
30				
40				
50				
60				

Soil Details by	Soil Classification		Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock
	Profile	Condition	Percent	Depth	
S.S.	Soil Series/Phase Name:				<input type="checkbox"/> Hydric <input type="checkbox"/> Non-hydric
					Hydrologic Soil Group

Exploration Symbol # TP8 ☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	fine sandy loam	frable	Dark Brown	
10	fine sandy loam	frable	Brown	
20	Silty Clay loam	Fine	Gray	Common Distinct
30				
40				
50				
60				

Soil Details by	Soil Classification		Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock
	Profile	Condition	Percent	Depth	
S.S.	Soil Series/Phase Name:				<input type="checkbox"/> Hydric <input type="checkbox"/> Non-hydric
					Hydrologic Soil Group

INVESTIGATOR INFORMATION AND SIGNATURE

Signature

Mark J. Hampton

Date

11/27/16

Name Printed

Mark J. Hampton

Cert/Lic/Reg. #

2631516

Title



Licensed Site Evaluator



Certified Soil Scientist



Certified Geologist



Professional Engineer

affix professional seal



MARK HAMPTON ASSOCIATES, INC.

SOIL EVALUATION • WETLAND DELINEATIONS • SOIL SURVEYS • WETLAND PERMITTING

4615

Solar Way Subdivision
Hillside Avenue
Live Life Maine, LLC
Cumberland, ME

Soil Narrative Report

DATE: Soil Profiles observed on January 11, 2017

BASE MAP: Base plan provided by Pinkham & Greer Civil Engineers
scale 1 inch equals 100 feet and one foot contours.

GROUND CONTROL: Soil survey boundaries located by Mark Hampton Associates,
Inc. for Class B Soil Survey

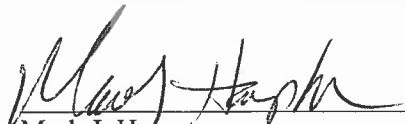
Class B-High Intensity Soil Survey (Minimum Standards)

Mapping units of 1/2 acre or larger.
Scale of 1"= 200 feet or larger.
Up to 25% inclusions in mapping units of which no more than 15% may be dissimilar soils.
Ground Control – test pits located by means of compass, chaining, pacing or taping from known survey control points.
Base Map – 5 foot contour intervals

Provided:

Mapping units of 1/2 acre or larger
Base map scale of 1"= 100 feet.
Up to 25 percent inclusions in mapping units of which no more than 15 percent is dissimilar soils.
Baseline information and test pits located by Mark Hampton Associates, Inc.
Ground topographic survey with 2 foot contours and ground control provided.

The accompanying soil profile descriptions, soil map, and this soil narrative report were done in accordance with the standards adopted by the Maine Association of Professional Soil Scientists, and the Maine Board of Certification of Geologists and Soil Scientists.

 C.S.S. #216, L.S.E. #263 2/2/17
Mark J. Hampton Date





MARK HAMPTON ASSOCIATES, INC.

SOIL EVALUATION • WETLAND DELINEATIONS • SOIL SURVEYS • WETLAND PERMITTING

4615

Solar Way Subdivision
Hillside Avenue
Live Life Maine, LLC
Cumberland, ME

Lamoine
(Aeric Haplaquepts)

SETTING

PARENT MATERIAL: Derived from glaciomarine or glaciolaucustrine sediments
LANDFORM: Coastal lowlands and river valleys
POSITION IN LANDSCAPE: Intermediate positions on landform
SLOPE GRADIENT RANGES: (A) 0-3%, (B) 3-8%, (C) 8-15%, (D) 15-25%

COMPOSITION AND SOIL CHARACTERISTICS

DRAINAGE CLASS: Somewhat poorly drained with a perched watertable from 0.5 to 2.0 feet below the surface at some time from November to June or during periods of heavy precipitation.

TYPICAL PROFILE:

<u>Surface Layer:</u>	Dark Brown, fine sandy loam 0-7"
<u>Subsurface Layer:</u>	Lt. Olive brown silt loam, 7-14"
<u>Subsoil Layer:</u>	Olive silty clay loam, 14-21"
<u>Substratum:</u>	Olive, silty clay loam, 21-65"

HYDROLOGIC GROUP: Group D
SURFACE RUNOFF: Moderate to moderately slow
PERMEABILITY: Slow to very slow
DEPTH TO BEDROCK: Greater than 65 inches
HAZARD TO FLOODING: None

INCLUSIONS (Within Mapping Unit)

CONTRASTING: Buxton, Scantic

USE AND MANAGEMENT

Development: The limiting factor for building site development is wetness due to the presence of a high watertable for a portion of the year. Proper foundation drainage or site modification is recommended.





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SOIL EVALUATION • WETLAND DELINEATIONS • SOIL SURVEYS • WETLAND PERMITTING

4615

Solar Way Subdivision
Hillside Avenue
Live Life Maine, LLC
Cumberland, ME

Scantic
(Aquic Haplorthod)

SETTING

PARENT MATERIAL:	Derived from glaciomarine or glaciolaucustrine sediments
LANDFORM:	Coastal lowlands and river valleys
POSITION IN LANDSCAPE:	Lower positions on landform
SLOPE GRADIENT RANGES:	(A) 3-8%, (B) 3-8%

COMPOSITION AND SOIL CHARACTERISTICS

DRAINAGE CLASS:	Poorly drained with a perched watertable from 0.0 to 1.0 feet below the surface at some time from October to May or during periods of heavy precipitation.	
TYPICAL PROFILE:	<u>Surface Layer:</u>	Dark grayish brown, silt loam 0-9"
	<u>Subsurface Layer:</u>	Olive gray silt loam, 9-16"
	<u>Substratum:</u>	Gray silty clay loam, 16"+
HYDROLOGIC GROUP:	Group D	
SURFACE RUNOFF:	Moderate to moderately slow	
PERMEABILITY:	Slow to very slow	
DEPTH TO BEDROCK:	Greater than 65 inches	
HAZARD TO FLOODING:	None	

INCLUSIONS
(Within Mapping Unit)

CONTRASTING: Lamoine, Buxton

USE AND MANAGEMENT

Development: The limiting factor for building site development is wetness due to the presence of a high watertable for a portion of the year. Proper foundation drainage or site modification is recommended.



SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF
SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name:

Salem Way Subdivision

Applicant Name:

Live Life Maine LLC

Project Location (municipality):

Cumberland

Exploration Symbol # SS1☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness _____ Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy loam	Friable	Dark brown	
10	Sandy loam	Friable	Brown	
20	Silty clay loam	Fine	Gray	Common distinct
30				
40				
50				
60				

Soil Classification		Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater
<u>B</u>	<u>D</u>	<u>4</u>	<u>13</u>	<input checked="" type="checkbox"/> Restrictive Layer
Profile	Condition	Percent	Depth	<input type="checkbox"/> Bedrock
Soil Series/Phase Name: <u>Lanoue SPD</u>				
		<input type="checkbox"/> Hydric	Hydrologic	
		<input checked="" type="checkbox"/> Non-hydric	Soil Group	

Exploration Symbol # SS2☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness _____ Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Silt loam	Friable	Black	
10	Silty clay loam	Fine	Gray	Common distinct
20				
30				
40				
50				
60				

Soil Classification		Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater
<u>B</u>	<u>D</u>	<u>2</u>	<u>6</u>	<input checked="" type="checkbox"/> Restrictive Layer
Profile	Condition	Percent	Depth	<input type="checkbox"/> Bedrock
Soil Series/Phase Name: <u>Scantic PD</u>				
		<input type="checkbox"/> Hydric	Hydrologic	
		<input checked="" type="checkbox"/> Non-hydric	Soil Group	

Exploration Symbol # SS3☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness _____ Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Silt loam	Friable	Dark brown	
10	Silt loam	Friable	Brown	
20	Silty clay loam	Fine	Gray	Common distinct
30				
40				
50				
60				

Soil Classification		Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater
<u>B</u>	<u>D</u>	<u>4</u>	<u>14</u>	<input checked="" type="checkbox"/> Restrictive Layer
Profile	Condition	Percent	Depth	<input type="checkbox"/> Bedrock
Soil Series/Phase Name: <u>Lanoue SPD</u>				
		<input type="checkbox"/> Hydric	Hydrologic	
		<input checked="" type="checkbox"/> Non-hydric	Soil Group	

Exploration Symbol # SS4☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness _____ Ground surface elev. _____

" Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Silt loam	Friable	Dark brown	
10	Silt loam	Friable	Brown	
20	Silty clay loam	Fine	Gray	Common distinct
30				
40				
50				
60				

Soil Classification		Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater
<u>B</u>	<u>D</u>	<u>15</u>	<u>14</u>	<input checked="" type="checkbox"/> Restrictive Layer
Profile	Condition	Percent	Depth	<input type="checkbox"/> Bedrock
Soil Series/Phase Name: <u>Lanoue SPD</u>				
		<input type="checkbox"/> Hydric	Hydrologic	
		<input checked="" type="checkbox"/> Non-hydric	Soil Group	

INVESTIGATOR INFORMATION AND SIGNATURE

Signature

Maurice J. Hampton

Name Printed

MAURICE J. HAMPTON

Title

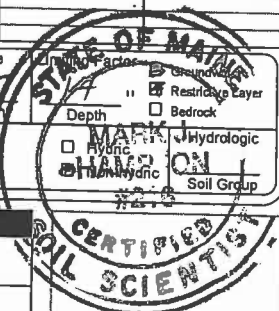
☒ Licensed Site Evaluator☒ Certified Soil Scientist☐ Certified Geologist☐ Professional Engineer

Date

2/2/17

Cert/Lic/Reg. # 263/216

affix professional seal



SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF
SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name:

Solon Way Subdivision

Applicant Name:

Live Life Maine LLC

Project Location (municipality):

Crown Point

Exploration Symbol # SS5 ☒ Test Pit ☐ Boring ☐ Probe
 " Organic horizon thickness _____ Ground surface elev. _____
 " Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Silt loam	Friction	Black	
10	Silty clay loam	Firm	Gray	Common distinct
20				
30				
40				
50				
60				

Soil Classification: E E Slope: 2 Limiting Factor: 6 ☐ Groundwater
 Profile Condition Percent Depth ☐ Restrictive Layer
 Soil Series/Phase Name: Scoutie PD ☐ Hydric ☐ Non-hydric Hydrologic
 Soil Group

Exploration Symbol # SS6 ☒ Test Pit ☐ Boring ☐ Probe
 " Organic horizon thickness _____ Ground surface elev. _____
 " Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Silt loam	Friction	Dark Brown	
10	Silt loam	Friction	Brown	
20	Silty clay loam	Friction	Gray	Common distinct
30				
40				
50				
60				

Soil Classification: E D Slope: 15 Limiting Factor: 12 ☐ Groundwater
 Profile Condition Percent Depth ☐ Restrictive Layer
 Soil Series/Phase Name: Lamotte SPD ☐ Hydric ☐ Non-hydric Hydrologic
 Soil Group

Exploration Symbol # SS7 ☒ Test Pit ☐ Boring ☐ Probe
 " Organic horizon thickness _____ Ground surface elev. _____
 " Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Silt loam	Friction	Dark Brown	
10	Silt loam	Friction	Brown	
20	Silty clay loam	Firm	Gray	Common distinct
30				
40				
50				
60				

Soil Classification: 8 D Slope: 15 Limiting Factor: 10 ☐ Groundwater
 Profile Condition Percent Depth ☐ Restrictive Layer
 Soil Series/Phase Name: Lamotte SPD ☐ Hydric ☐ Non-hydric Hydrologic
 Soil Group

Exploration Symbol # SS8 ☒ Test Pit ☐ Boring ☐ Probe
 " Organic horizon thickness _____ Ground surface elev. _____
 " Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy loam	Friction	Dark Brown	
10	Sandy loam	Friction	Brown	
20	Silty clay loam	Firm	Gray	Common distinct
30				
40				
50				
60				

Soil Classification: 8 D Slope: 2 Limiting Factor: 13 ☐ Groundwater
 Profile Condition Percent Depth ☐ Restrictive Layer
 Soil Series/Phase Name: Lamotte SPD ☐ Hydric ☐ Non-hydric Hydrologic
 Soil Group

INVESTIGATOR INFORMATION AND SIGNATURE

Signature

Mary J. Hampton

Date

2/2/17

Name Printed

Mary J. Hampton

Cert/Lic/Reg. #265/216

Title

☒ Licensed Site Evaluator☒ Certified Soil Scientist☐ Certified Geologist☐ Professional Engineer

SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF
SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name:

Solar Way Subdivision

Applicant Name:

LiveLife Maine LLC

Project Location (municipality):

Cumberland

Exploration Symbol # SS9☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Silt loam	Friable	Black	
10	Silty Clay loam	Firm	Gray	Common
20	loam			Distinct
30				
40				
50				
60				

Soil Details by	Soil Classification		Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock
	Profile	Condition	Percent	Depth	
S.E.	<u>E</u>	<u>E</u>	<u>2</u>	<u>6</u>	
S.S.	Soil Series/Phase Name: <u>Scamtec PD</u>				<input type="checkbox"/> Hydric <input type="checkbox"/> Non-hydric
					Hydrologic Soil Group

Exploration Symbol # SS10☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy loam	Friable	Dark Brown	
10	Sandy loam	Friable	Brown	
20	Silty Clay loam	Firm	Gray	Common pitted
30				
40				
50				
60				

Soil Details by	Soil Classification		Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock
	Profile	Condition	Percent	Depth	
S.E.	<u>E</u>	<u>D</u>	<u>2</u>	<u>13</u>	
S.S.	Soil Series/Phase Name: <u>Lamoine SPD</u>				<input type="checkbox"/> Hydric <input checked="" type="checkbox"/> Non-hydric
					Hydrologic Soil Group

Exploration Symbol # SS11☒ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Sandy loam	Friable	Dark Brown	
10	Sandy loam	Friable	Brown	
20	Silty Clay loam	Firm	Gray	Common Distinct
30				
40				
50				
60				

Soil Details by	Soil Classification		Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock
	Profile	Condition	Percent	Depth	
S.E.	<u>E</u>	<u>D</u>	<u>2</u>	<u>14</u>	
S.S.	Soil Series/Phase Name: <u>Lamoine A</u>				<input type="checkbox"/> Hydric <input checked="" type="checkbox"/> Non-hydric
					Hydrologic Soil Group

Exploration Symbol # SS12☐ Test Pit ☐ Boring ☐ Probe

" Organic horizon thickness Ground surface elev. _____

" Depth of exploration or to refusal

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	Silt loam	Friable	Dark Brown	
10	Silt loam	Friable	Brown	
20	Silty Clay loam	Firm	Gray	Common Distinct
30				
40				
50				
60				

Soil Details by	Soil Classification		Slope	Limiting Factor	<input checked="" type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock
	Profile	Condition	Percent	Depth	
S.E.	<u>E</u>	<u>D</u>	<u>12</u>	<u>10</u>	
S.S.	Soil Series/Phase Name: <u>Lamoine SPD</u>				<input type="checkbox"/> Hydric <input checked="" type="checkbox"/> Non-hydric
					Hydrologic Soil Group

INVESTIGATOR INFORMATION AND SIGNATURE

Signature

MARC J. HANFMAN

Date

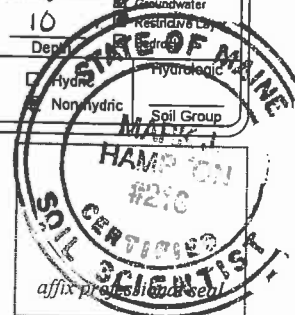
2/2/17

Name Printed

MARC J. HANFMAN

Cert/Lic/Reg. # 263/216

Title

☒ Licensed Site Evaluator☒ Certified Soil Scientist☐ Certified Geologist☐ Professional Engineer

SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF
SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name: <u>Solar Way Subdivision</u>	Applicant Name: <u>Live Life Maine, LLC</u>	Project Location (municipality): <u>Cumhertown</u>
---	--	---

Exploration Symbol # SS17 ☒ Test Pit ☐ Boring ☐ Probe
 " Organic horizon thickness _____ Ground surface elev. _____
 " Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0	<u>Sandy loam</u>	<u>Friable</u>	<u>Dark brown</u>	
10	<u>Sandy loam</u>	<u>Friable</u>	<u>Brown</u>	
20	<u>Silty clay loam</u>	<u>Firm</u>	<u>Gray</u>	<u>Common</u> <u>disturb</u>
30				
40				
50				
60				

Soil Details by S.E. E E 2 13 " ☐ Groundwater
 Profile Condition Percent Depth ☒ Restrictive Layer
 S.S. Soil Series/Phase Name: Laundine SPD ☐ Hydric ☐ Hydrologic
☒ Non-hydric ☐ Soil Group

Exploration Symbol # _____ ☐ Test Pit ☐ Boring ☐ Probe
 " Organic horizon thickness _____ Ground surface elev. _____
 " Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0				
10				
20				
30				
40				
50				
60				

Soil Details by S.E. _____ E 2 13 " ☐ Groundwater
 Profile Condition Percent Depth ☒ Restrictive Layer
 S.S. Soil Series/Phase Name: _____ ☐ Hydric ☐ Hydrologic
☐ Non-hydric ☐ Soil Group

Exploration Symbol # _____ ☐ Test Pit ☐ Boring ☐ Probe
 " Organic horizon thickness _____ Ground surface elev. _____
 " Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0				
10				
20				
30				
40				
50				
60				

Soil Details by S.E. _____ E 2 13 " ☐ Groundwater
 Profile Condition Percent Depth ☒ Restrictive Layer
 S.S. Soil Series/Phase Name: _____ ☐ Hydric ☐ Hydrologic
☐ Non-hydric ☐ Soil Group

Exploration Symbol # _____ ☐ Test Pit ☐ Boring ☐ Probe
 " Organic horizon thickness _____ Ground surface elev. _____
 " Depth of exploration or to refusal _____

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Redox Features
0				
10				
20				
30				
40				
50				
60				

Soil Details by S.E. _____ E 2 13 " ☐ Groundwater
 Profile Condition Percent Depth ☒ Restrictive Layer
 S.S. Soil Series/Phase Name: _____ ☐ Hydric ☐ Hydrologic
☐ Non-hydric ☐ Soil Group

INVESTIGATOR INFORMATION AND SIGNATURE

Signature <u>Marc J. Hampton</u>	Date <u>2/2/17</u>
Name Printed <u>Marc J. Hampton</u>	Cert/Lic/Reg. # <u>203/216</u>
Title <input checked="" type="checkbox"/> Licensed Site Evaluator <input checked="" type="checkbox"/> Certified Soil Scientist <input type="checkbox"/> Certified Geologist <input type="checkbox"/> Professional Engineer	



February 7, 2017

**GROUNDWATER AVAILABILITY
SOLAR WAY SUBDIVISION
HILLSIDE AVENUE, CUMBERLAND**

The following is a review of the proposed Solar Way Subdivision to determine if there is sufficient groundwater available for the proposed five wells in the subdivision without draining wells outside the subdivision. Data for this review included a site plan by Pinkham and Greer Engineers, soil logs by Mark Hampton, CSS, the Maine Geological Survey Water Well Database, and other published geology maps.

The site is underlain by a relatively thin soil layer of primarily silty soils overlying metamorphosed sedimentary rocks. All the wells in the area are bedrock wells and the sedimentary rocks are known for average yields of groundwater. A review of the Water Well Database found one well on the subdivision property at 34 Hillside Avenue. That well shows 12 feet of silty soils overlying bedrock. There is 20 feet of casing and the well is 330 feet deep. The yield is 4 gallons per minute. That yield is more than adequate for a 3 bedroom home. A second well was listed at 37 Hillside Avenue across the road from the development. That well was drilled in 1994 and is 475 feet deep. The yield is 15 gallons per minute.

An analysis was made of the development to determine the predicted groundwater available within the development property and then compared with the amount of groundwater withdrawal expected from the 5 homes. The calculation assumes that only a small percentage of the water landing on the site will actually get into the bedrock fractures and be available for withdrawal by wells. The numbers used in the calculation are attached. The amount of water withdrawal is based on the Maine Plumbing Code which assigns a 90 gallon per day per bedroom use. The results of the calculation show that the volume of water available in the ground for withdrawal in a year is 2,831,994 gallons and the predicted withdrawal need from the 5 houses is 492,750 or only 17% of the available groundwater. These numbers do not take into account the water being returned to the ground through the septic systems which makes the need even smaller.

In summary, there is sufficient water for water wells serving the proposed 5 houses without affecting neighboring wells. It should be kept in mind that the calculations do not take into account extraordinary groundwater withdrawals such as filling a farm pond or watering a large acreage of crops.

Sincerely,

A handwritten signature in cursive script, reading "Richard A. Sweet", written over a horizontal line.

Richard A. Sweet
Certified Geologist #GE100



Groundwater Budget

Groundwater Input

DATA ENTRY	
42	inches of rain per year
24.83	area of land in acres

RESULT	
3,785,582	cubic feet of rain per year
28,319,937	gallon of rain per year
2,831,994	Annual Bedrock Recharge (10%)

Groundwater Export

DATA ENTRY	
5	Number of Houses
3	Number of Bedrooms
90	gpd per bedroom

RESULT	
1,350	Daily Water Use (gallons)
492,750	Yearly Water Use (gallons)

SECTION 13: WETLANDS

Attached is a wetland delineation letter by Mark Hampton Associates, Inc.



MARK HAMPTON ASSOCIATES, INC.

SOIL EVALUATION • WETLAND DELINEATIONS • SOIL SURVEYS • WETLAND PERMITTING

4615

August 23, 2016

Mr. Tom Greer
Pinkham & Greer Civil Engineers
28 Vannah Avenue
Portland, ME 04103

Re: Wetland Delineation, 20+ acre parcel Hillside Avenue Cumberland, ME

Dear Tom,

Today, I completed a wetland delineation on an 20+ acre parcel located on Hillside Avenue Cumberland, ME. The wetland delineation was completed in accordance with the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual for the Northcentral and Northeast Regions dated January 2012. These manuals require the presence of three parameters for a wetland to be present, wetland hydrology, hydrophytic vegetation, and hydric soils.

The wetlands I found on the parcel were flagged with yellow flagging. The flagging was labeled in an alphanumeric sequence. The wetland flags were located by gps equipment capable of locating a point to within three feet. The wetland data has been forwarded to your office. The wetlands found onsite are forested wetlands. The wetlands on the parcel are related to drainage moving across the site from northeast to southwest. The wetlands on the parcel located adjacent to any of the streams will meet the definition of wetlands of special significance as defined by Maine Department of Environmental Protection.

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

Sincerely,

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

SECTION 14: TRAIL INFORMATION

Attached is trail information.

Karyn MacNeill, CPRP
Director

200 Main Street
Yarmouth, Maine 04096

www.yarmouthcommunityservices.org



Jason R. Veilleux
Assistant Director

Phone (207) 846-2406
FAX (207) 846-2421

ycsadmin@yarmouth.me.us

January 24, 2017

Dear future West Side Trail abutter:

As part of our process moving ahead with design and funding for the West Side Trail, Central Maine Power Company (CMP) has requested that we alert each of the abutters and receive confirmation that you have received information about West Side Trail Phase 2 to date. To efficiently meet their request, we are asking that you reply to this letter. Below you will find some information about the trail's progress and upcoming work ahead.

In August 2016, West Side Trail Committee and the Town of Yarmouth contacted each abutter by mail and advertised in the newspapers that a public meeting would be held to discuss aspects of the trail being designed near your residence. That public meeting took place at the Log Cabin on Monday, August 15, 2016. There were several items discussed, as well as a question and answer period for abutters and residents.

The West Side Trail Committee and town staff will be in touch this Spring with additional details and updates including the following topics: anticipated and final route, design of the trail, and timing of construction. **At this time, information has not changed regarding the trail's Phase 2 design.** We are responsibly waiting on the confirmation of funding before taking any additional steps.

While we will provide numerous opportunities to discuss the trail details with residents, we will host at least one additional public meeting before any construction begins.

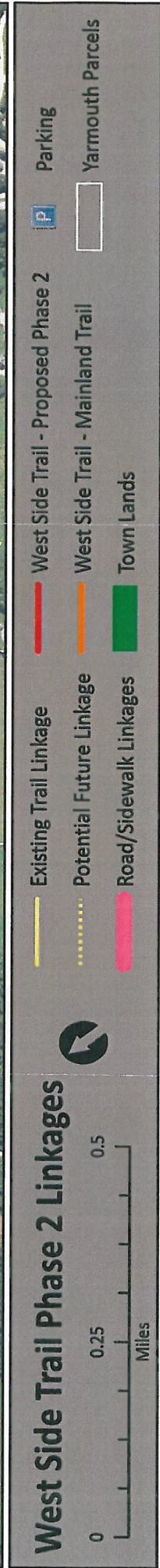
We are excited to extend this trail in Yarmouth. If you have any questions or concerns, please reply to me by email or feel free to reach out to me by phone at (207) 846-2406.

Thank you in advance for being supportive of this process. We are required to report that you received this letter and identify your support of this trail, so please give us a call, email, or a send us a letter.

Regards,

A handwritten signature in cursive script that reads "Karyn".

Karyn MacNeill
Director
Yarmouth Community Services



Karyn Garofoli, CPRP
Director

200 Main Street
Yarmouth, Maine 04096

www.yarmouthcommunityservices.org



Jason R. Veilleux
Assistant Director

Phone (207) 846-2406
FAX (207) 846-2421

info@yarmouthcommunityservices.org

NOTICE OF REQUEST (To Owners of Abutting Property)

Please take notice that the West Side Trail Committee of the Town of Yarmouth is filing a request for a Land Use Permit with Central Maine Power Company (CMP), 83 Edison Drive, Augusta, Maine 04336 for a multi-use trail located in the Town of Yarmouth, along the CMP transmission (power lines) corridor that runs from the Route 295 Exit 15 Park & Ride Facility to the Pan Am railroad tracks just north of the Applewoods Subdivision. Attached is a preliminary trail layout plan for you to see what it may look like. This plan will evolve over time based on your input and review by CMP, Town and State agencies. One short section of the trail passes through the Town of Cumberland and several of the abutting parcels are in Cumberland. We are in communication with town officials and will give all abutters the same consideration during the planning and trail construction process.

The proposed trail represents Phase 2 of the West Side Trail development, a project that was conceived in 1988 as part of the Town's Public Access and Recreation Plan. The Town was granted a license to construct the trail in 1991, began construction of Phase 1 in 2011, and completed it in 2015. The Phase 1 trail extends from Wyman Station at the tip of Cousins Island, to the Tyler Technology facility located on Route One. The 7.8 mile long trail network has been built entirely by volunteers and has been funded by private contributions and grants.

The primary trail uses include hiking, trail running, mountain biking, snowshoeing, cross country skiing, and (most recently) fat-tire mountain biking in winter. The proximity of the Phase 2 trails to Yarmouth schools and village neighborhoods will create a valuable recreational resource that is accessible to a large portion of our Yarmouth population. It will also provide an off-road location for our school teams and physical education programs to safely run and train.

The goal of Phase 2 of the West Side Trail is to create a Universal Access (UA) trail, that would be accessible to individuals with disabilities (e.g., motorized mobility devices). Although it would not be paved, the trail will be wide enough, and the surface firm enough to accommodate these types of devices. Based on our experience building this kind of trail, we anticipate that the terrain will allow us to build most of the new trail to the Universal Access standard.

PUBLIC MEETING

A Public Meeting will be held at 7:00 pm on August 15, 2016 at the Log Cabin located at 196 Main Street in Yarmouth. This meeting will provide you an opportunity to learn more about the project and ask questions of the project team. Our goal is to make contact with every abutter prior to submitting the trail request to CMP. We hope to see you at the meeting.

For additional information please contact: Dan Ostrye, dostrye@maine.rr.com, West Side Trail Coordinator

This Notice of Request will be filed at Central Maine Power Company's Real Estate Department, 83 Edison Drive, Augusta, Maine 04336 on: August 25, 2016

Written comments from any interested person must be sent to Central Maine Power Company's Real Estate Department, 83 Edison Drive, Augusta, Maine 04336, within 15 working days of the filing date of the request to receive consideration.



CENTRAL MAINE POWER

February 21, 2017

Ms. Patrice Miller
Live Life Maine, LLC
1 Solar Way
Cumberland, ME 04021

RE: PUBLIC ACCESS TO CMP LAND

Dear Patrice,

The Central Maine Power's policy for public access to its land is on our website. CMP allows a variety of non-motorized, recreational access as you will find described on the website. Your access across CMP land adjacent to your Solar Way Subdivision for hiking and biking purposes would be acceptable under our policy.

For more information on recreational uses please visit our website at:

<http://www.cmpco.com/UsageAndSafety/LandUse/recreationaluses.html>

Let me know if you have any questions.

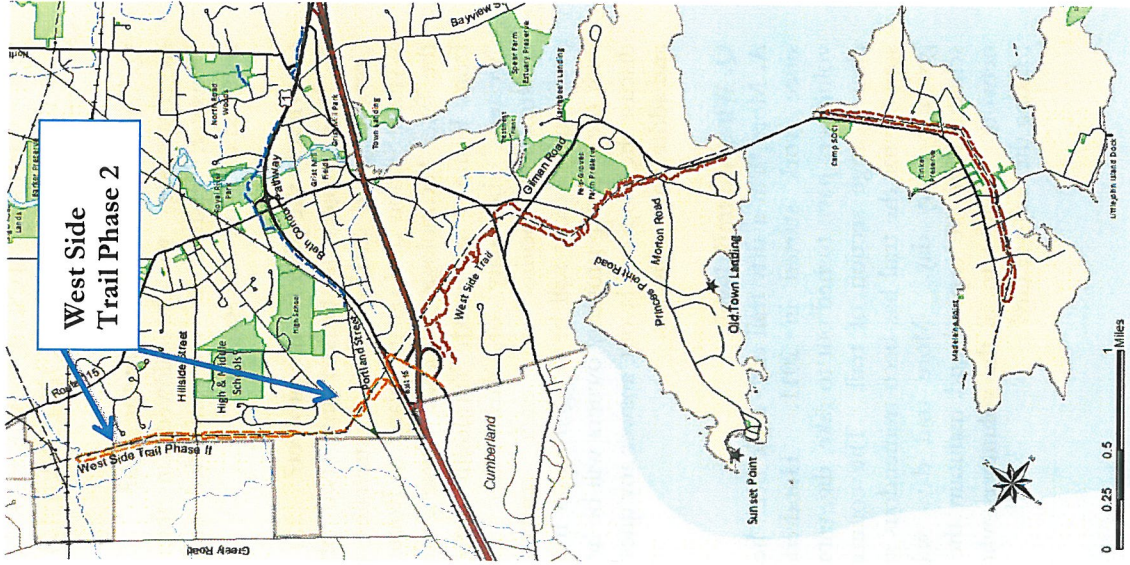
Sincerely,

Central Maine Power Company

Alice Richards, Supervisor
Real Estate Services

83 Edison Drive, Augusta, ME 04336
Telephone 800.750.4000, Fax 207.621.3881
www.cmpco.com





West Side Trail Alignment
Phase 1 (in red) & Phase 2 (in brown)



To Finish the Trail We
Need Your Help:

Volunteer on Trail Days

Contribute to the **West Side Trail Fund**
Contact Yarmouth Community Services or
drop off a check at the Community
Services office made out to the “Town of
Yarmouth” and indicate it is for the West
Side Trail Fund in the memo section.

Like Us on Facebook
facebook.com/YarmouthTrails

*For Updates and Announcements Please join our
email list. <http://tinyurl.com/vstlist>*

For More Information Contact
Dan Ostrye, dostrye@maine.rr.com

YARMOUTH WEST SIDE TRAIL

*Connecting neighborhoods
from Cousins Island to
North Yarmouth*



ABOUT THE TRAIL

The West Side Trail is a multi-use recreational trail that, upon completion, will stretch from the Cousins Island power station to Route 1 and eventually into Cumberland via the CMP power line corridor. This is a grassroots effort made possible by a lease agreement between CMP and the Town of Yarmouth. It is being built by local volunteers and is has been funded through private donations and grants. To date, nearly 8 miles of trail have been built between Route 1 and the southern tip of Cousins Island.

The trail is designed primarily for **hiking, trail running, mountain biking and snow shoeing**. Some areas, depending on the topography, will support cross-country skiing as well. No motorized vehicles will be allowed except for specialized handicap devices, as well as emergency and maintenance vehicles.

Most sections of the Phase 1 trail are “single track” loop trail generally two to three feet wide. Phase 2 trails will be wider to accommodate a wider range of user abilities.



FREQUENTLY ASKED QUESTIONS (GENERAL)

Q. Who is paying for the trail?

A. The trail is **funded primarily through private donations and grants** both in the construction phase and future maintenance. Building Phase 2 to universal access standards may create opportunities for other funding mechanisms.

Q. What will be the environmental impact?

A. One of the primary goals of the trail design is to have as little impact on the environment as possible. The narrow trail design will reduce the amount of soil and vegetation that will need to be altered. It will also have little to no impact on the local wildlife. State of the art design standards will be incorporated, like utilizing switchbacks and bench cuts, to ensure the trail will not contribute to erosion in steeper terrain.

Q. What is a “sustainable trail”?

A. The West Side Trail is being designed using sustainable trail standards. Typically the terrain dictates the best route for the trail by avoiding wet and other high maintenance areas (e.g., open fields) and ensuring the trail is never too steep. A sustain-able trail has as little impact on the landscape as possible and requires minimal ongoing maintenance.

Q. Will hunting be allowed along the trail?

A. The addition of the trail will not affect hunting access along the power line corridor. State and local rules allow shotgun and bow hunting in defined areas, and this will not change. Both hunters and recreational users must exercise good judgment, like wearing blaze orange, and follow all state and town rules during hunting season.

FREQUENTLY ASKED QUESTIONS (CONTINUED)

Q. Will dogs be allowed on the trail?

A. Yes, dogs will be allowed on the trail. However, leashes are recommended and are required on some trail sections.

Q. What is the plan for the project?

A. The project is broken into two phases. Completed in 2015, Phase 1 stretches from Wyman Station on Cousins Island to Route 1 at the Tyler Technologies campus. Phase 2 will run from Route 1 to North Yarmouth along the “western” boundary of Yarmouth. Before construction begins on each segment a preliminary layout will be flagged and a meeting with the abutting property owners will be held to discuss the proposed layout, answer any questions and address any concerns.

Q. What are trail days?

A. More than a fifty trail days have been held in since work started in 2011. Hundreds of volunteers have turned out to rake, dig, trim and clear a large section of trail. The community support for the trail has been tremendous and is growing every day. More trail days will be scheduled as we expand and maintain the trail network. Thanks to all the volunteers who are making the trail a reality!

SECTION 15: YURT PERMIT

Attached is the Yurt Permit.

TOWN OF CUMBERLAND

BUILDING PERMIT

PERMIT NO. 17-008
ISSUE DATE 1/31/2017
FEE AMOUNT \$25.00
TYPE Access. Struct.

MAP/LOT R04 / 24A

CONTRACTOR

NAME LIVE LIFE MAINE LLC

NAME

LOCATION 16 SOLAR WAY

PHONE

BEDROOMS 0

ESTIMATED COST

\$0.00

SCHEDULE OF REQUIRED INSPECTIONS

INSPECTION	DATE	INSPECTOR
FOUNDATION		
PLUMBING ROUGH-IN		
PLUMBING FINAL		
ELECTRICAL SERVICE		
ELECTRICAL ROUGH-IN		
ELECTRICAL FINAL		
FRAMING		
SEPTIC BASE		
SEPTIC FINAL		
FINAL OCC.		

INSPECTION NOTES

CONDITIONS

Yurt for storage and personal use. No overnight sleeping.

* PLEASE NOTE *

NO OCCUPANCY WITHOUT COMPLETED INSPECTION SCHEDULE. THIS IS AN OCCUPANCY PERMIT WHEN ON PURPLE PAPER WITH A FINAL OCC. DATE.

The issuance of this permit does not imply approval by any other agency including: State of Maine Dept. of Environmental Protection, United States Army Corps of Engineers. The obtaining of all permits (including plumbing and electrical) is the responsibility of the owner or authorized agent.

FIVE INSPECTIONS REQUIRED:

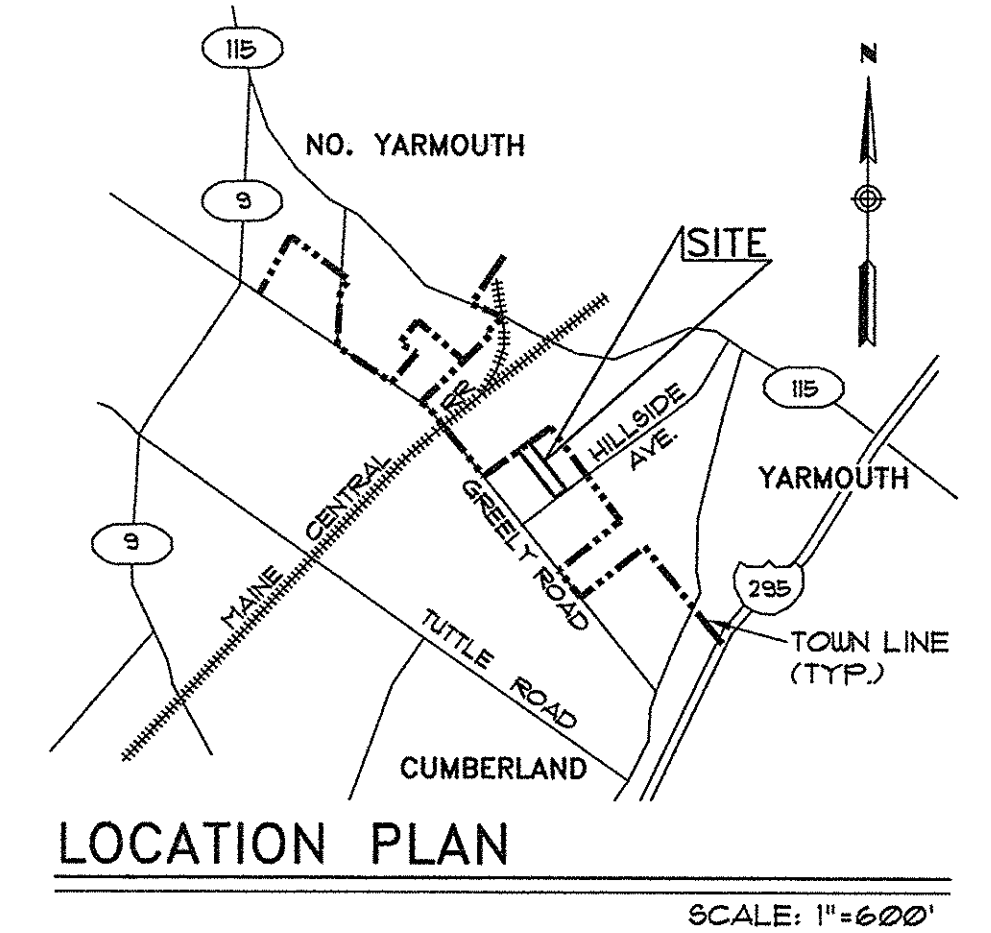
1. FOOTING INSPECTION.
2. FOUNDATION INSPECTION.
3. FRAMING BEFORE INSULATION.
4. INSULATION PRE-SHEETROCK.
5. FINAL INSPECTION (CERTIFICATE OF OCCUPANCY)

APPROVED PLANS MUST BE RETAINED ON JOB AND THIS CARD KEPT POSTED UNTIL FINAL INSPECTION HAS BEEN MADE. WHERE A CERTIFICATE OF OCCUPANCY IS REQUIRED, SUCH BUILDING SHALL NOT BE OCCUPIED UNTIL FINAL INSPECTION HAS BEEN MADE.

WHERE APPLICABLE, SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING AND MECHANICAL INSTALLATIONS.

SOLAR WAY SUBDIVISION

Hillside Ave, Cumberland, Maine



Owner/Applicant

LIVE LIFE MAINE, LLC
1 SOLAR WAY
CUMBERLAND, ME 04021

Developer

LIVE LIFE MAINE, LLC
1 SOLAR WAY
CUMBERLAND, ME 04021

Civil Engineer

PINKHAM & GREER CIVIL ENGINEERS
28 VANNAH AVENUE
PORTLAND, MAINE 04103
207-781-5242

Surveyor

MAINE SURVEY CONSULTANTS, INC.
P.O. BOX 485
HARRISON, ME 04040
207-583-6159

Wetlands Mapping & Soils Scientist

MARK HAMPTON & ASSOCIATES, INC.
P.O. BOX 1931
PORTLAND, MAINE 04104-1931
207-773-8650

Hydrogeologist

DICK SWEET, SWEET ASSOCIATES
135 GRAY ROAD
FALMOUTH, ME 04105
207-797-2110

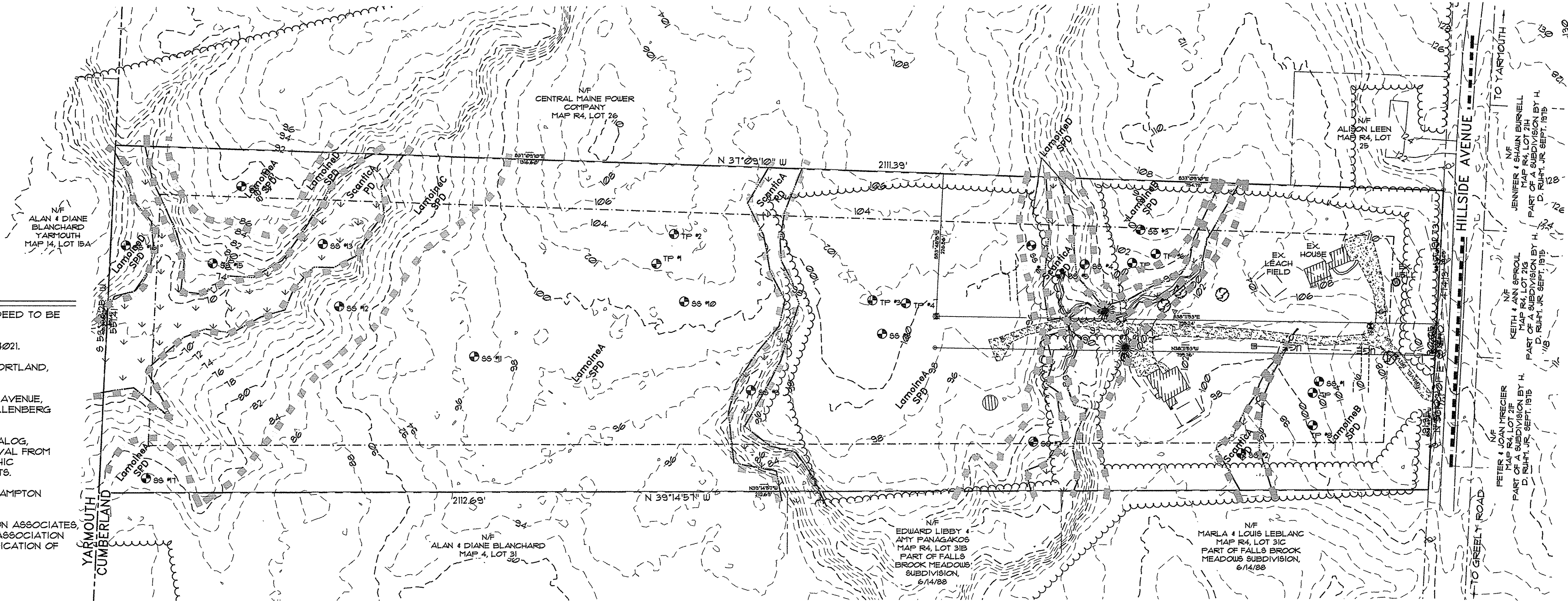
DRAWING LIST

<u>SHEET</u>	<u>TITLE</u>
COVER	COVER
C1.0	EXISTING CONDITION PLAN
C1.1	SUBDIVISION PLAN
C1.2	SITE PLAN
C1.3	NET RESIDENTIAL ACREAGE PLAN
C1.4	CONVENTIONAL LOT LAYOUT
C2.0	PLAN & PROFILE W/ EROSION CONTROL - SOLAR WAY
C3.0	EROSION CONTROL NOTES & DETAILS
C4.0	SITE DETAILS
D1.0	DRAINAGE ANALYSIS, EXISTING CONDITION
D2.0	DRAINAGE ANALYSIS, DEVELOPED CONDITION

CURRENT SUBMITTAL: MARCH 28, 2017
SUBMITTED TO TOWN OF CUMBERLAND

GENERAL NOTES

- OWNER: LIVE LIFE MAINE, LLC, 1 SOLAR WAY, CUMBERLAND, ME 04021. DEED TO BE RECORDED.
- DEVELOPER: LIVE LIFE MAINE, LLC, 1 SOLAR WAY, CUMBERLAND, ME 04021.
- ENGINEER: PINKHAM & GREER CIVIL ENGINEERS, 28 YANNAH AVENUE, PORTLAND, MAINE.
- BOUNDARY INFORMATION TAKEN FROM "PLAN OF PROPERTY HILLSIDE AVENUE, CUMBERLAND, MAINE MADE FOR PATRICE MILLER" JUNE 8, 2014 BY CULLENBERG LAND SURVEYING, 892 OLD DANVILLE ROAD, AUBURN, MAINE.
- TOPOGRAPHY TAKEN FROM STATE OF MAINE OFFICE OF GIS DATA CATALOG, ELEVATION AND DERIVED PRODUCTS, ELEVATION CONTOURS (2' INTERVAL FROM LIDAR), TOWN OF CUMBERLAND. IN THE DEVELOPED AREA TOPOGRAPHIC INFORMATION AND SURVEY LINES DONE BY MAINE SURVEY CONSULTANTS.
- WETLAND MAPPING AND SEPTIC SYSTEM SOILS PROVIDED BY MARK HAMPTON ASSOCIATES, INC., PORTLAND MAINE.
- HIGH INTENSITY SOIL SURVEY HAS BEEN PREPARED BY MARK HAMPTON ASSOCIATES, INC. IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE MAINE ASSOCIATION OF PROFESSIONAL SOIL SCIENTISTS, AND THE MAINE BOARD OF CERTIFICATION OF GEOLOGISTS AND SOIL SCIENTISTS.
- ZONE: RURAL RESIDENTIAL 1 (RRI)
PROPOSED USE: SINGLE FAMILY DETACHED HOUSES
- TAX MAP REFERENCE: MAP R04 /LOT 24.
- TOTAL PARCEL = 24.84 acres
- WAIVERS: NONE.
- CALL DIG-SAFE PRIOR TO COMMENCING WORK, 811 OR 1-888-DIG-SAFE.
- HOUSE LOCATIONS TO BE WITHIN THE SETBACK LINES SHOWN ON THIS PLAN.
- ALL HOUSES SHALL HAVE A NUMBER CLEARLY VISIBLE FROM THE ROAD.
- ALL NEW DWELLINGS IN THIS SUBDIVISION SHALL INCLUDE AN AUTOMATIC FIRE PROTECTION SPRINKLER SYSTEM CONFORMING TO APPLICABLE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARDS AND APPROVED BY THE CUMBERLAND FIRE CHIEF.
- COMMON OPEN SPACE FOR THE HOMEOWNERS IS INCLUDED IN THIS SUBDIVISION AND IS TO BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- AN EASEMENT FOR PRIVATE PEDESTRIAN ACCESS TO THE COMMON OPEN SPACE IS TO BE MAINTAINED OVER LOT 5.
- CONSTRUCTION WILL COMMENCE WITH FINAL APPROVAL AND AS LOTS ARE SOLD.
- LOTS TO BE SERVICED BY INDIVIDUAL SEPTIC SYSTEMS AND WELLS. SEPTIC SYSTEMS MUST BE LOCATED AS SHOWN ON THIS PLAN OR AN ALTERNATE LOCATION APPROVED BY THE TOWN STAFF.
- POWER, TELEPHONE AND CABLE SERVICES ARE TO BE UNDERGROUND FROM AN EXISTING POLE ON HILLSIDE AVENUE.
- THE DEVELOPER WILL BE RESPONSIBLE FOR MAINTAINING THE ROAD, INCLUDING FLOWING, UNTIL SUCH TIME AS THE ROAD IS TAKEN OVER BY THE HOMEOWNERS ASSOCIATION.
- ALL CONSTRUCTION AND SITE ALTERATIONS SHALL BE DONE IN ACCORDANCE WITH THE "MAINE EROSION AND SEDIMENT CONTROL BMPs" PUBLISHED BY THE BUREAU OF LAND AND WATER QUALITY, MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, LATEST EDITION, MAY 2016.
- IRON RODS TO BE SET AT ALL CORNERS OF LOTS BY THE DEVELOPER.
- STREET NAME: SOLAR WAY
- NO CONSTRUCTION OR FILLING OF WETLANDS OTHER THAN THAT SHOWN ON THE PLAN ARE ALLOWED. A NRPA PERMIT IS REQUIRED BY DEP.
- ALL DRIVEWAY ACCESS WILL BE FROM WITHIN THE SUBDIVISION.
- WELLS MUST BE LOCATED OUTSIDE OF THE "WELL EXCLUSION" ZONE SHOWN. WELL CASING MUST EXTEND A MINIMUM OF 15' BELOW THE BEDROCK SURFACE.
- HIGH GROUNDWATER TABLES ARE A CONSIDERATION FOR MAINE SOILS. HOUSES WITH BASEMENTS ARE RECOMMENDED TO HAVE PROPER FOUNDATION DRAINAGE TO ACCOMMODATE THESE CONDITIONS.



LEGEND

- EXISTING**
- PROPERTY LINE
 - BUILDING SETBACK
 - ABUTTERS PROPERTY
 - BUILDING
 - WETLAND LIMIT
 - WETLAND
 - WATERCOURSE
 - ZONING DISTRICT
 - TOWN LINE
 - BENCHMARK
 - BOUND FOUND
 - IRON PIPE FOUND
 - IRON PIPE SET
 - WELL
 - SEPTIC SYSTEM
 - SOILS BOUNDARY
 - TEST PIT
 - TREE

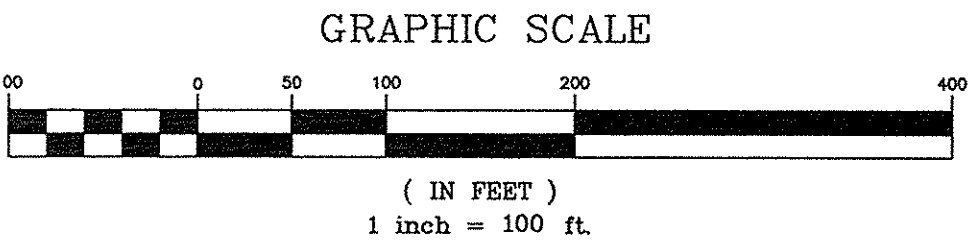
SOILS LEGEND

- DRAINAGE CLASS**
- | | |
|--------------------------|-----|
| EXCESSIVELY WELL DRAINED | EWD |
| WELL DRAINED | WD |
| MODERATELY WELL DRAINED | MWD |
| SOMEWHAT POORLY DRAINED | SPD |
| POORLY DRAINED | PD |
| VERY POORLY DRAINED | VPD |

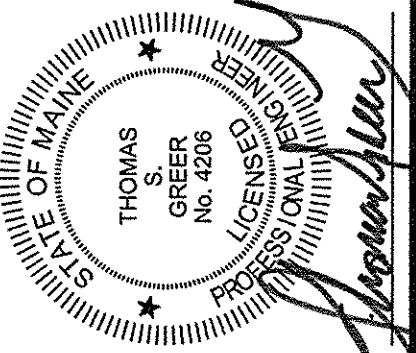
SLOPE DESIGNATION

- | | |
|--------|---|
| 0-3% | A |
| 3-8% | B |
| 8-15% | C |
| 15-25% | D |
| 25% | E |

NOTE: HIGH INTENSITY SOIL SURVEY HAS BEEN PREPARED BY MARK HAMPTON ASSOCIATES, INC. IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE MAINE ASSOCIATION OF PROFESSIONAL SOIL SCIENTISTS, AND THE MAINE BOARD OF CERTIFICATION OF GEOLOGISTS AND SOIL SCIENTISTS.



PINKHAM & GREER
CIVIL ENGINEERS
28 YANNAH AVE. PORTLAND, ME 04103
TEL: 207.761.543 FAX: 207.761.4395



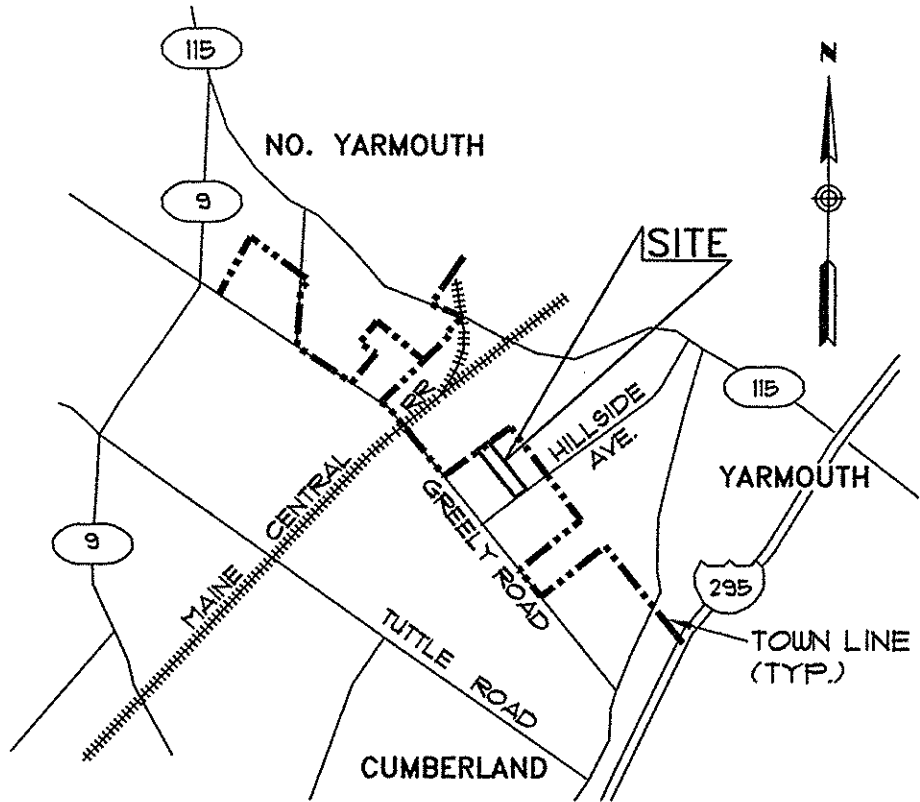
REV.	DATE	DESCRIPTION
2	2/7/17	UPDATED DRAWINGS.
1	12/1/16	UPDATED DRAWINGS.

LIVE LIFE MAINE, LLC
1 SOLAR WAY
CUMBERLAND, ME 04021

SOLAR WAY SUBDIVISION
HILLSIDE AVENUE, CUMBERLAND, MAINE

C1.0

EXISTING CONDITION PLAN

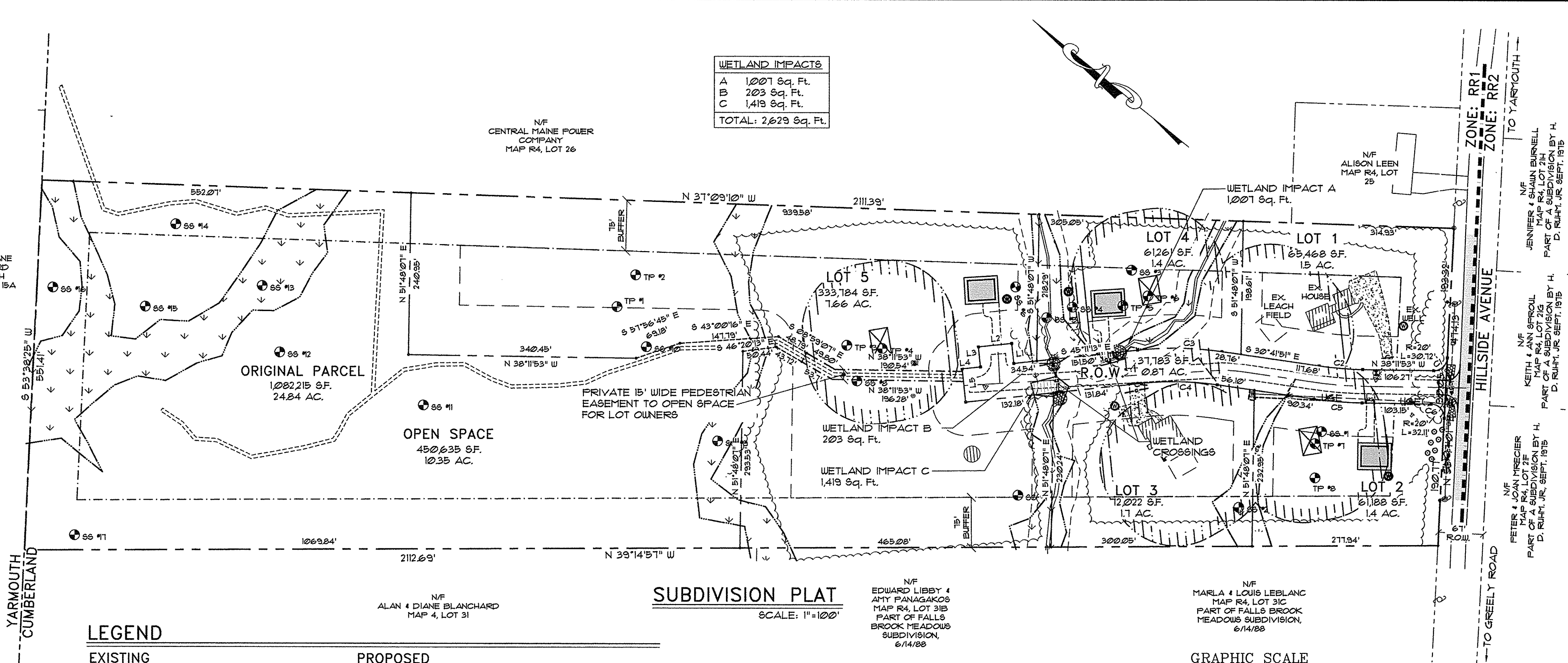


LOCATION PLAN

SCALE: 1"=600'

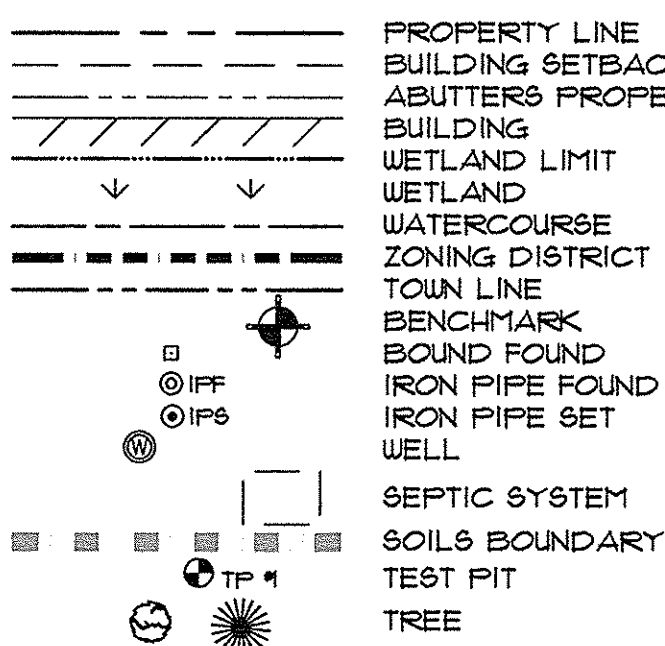
GENERAL NOTES

- OWNER: LIVE LIFE MAINE, LLC, 1 SOLAR WAY, CUMBERLAND, ME 04021. DEED TO BE RECORDED.
- DEVELOPER: LIVE LIFE MAINE, LLC, 1 SOLAR WAY, CUMBERLAND, ME 04021.
- ENGINEER: PINKHAM & GREER CIVIL ENGINEERS, 28 VANNAH AVENUE, PORTLAND, MAINE.
- BOUNDARY INFORMATION TAKEN FROM "PLAN OF PROPERTY HILLSIDE AVENUE, CUMBERLAND, MAINE MADE FOR PATRICE MILLER" JUNE 8, 2014 BY CULLENBERG LAND SURVEYING, 892 OLD DANVILLE ROAD, AUBURN, MAINE.
- TOPOGRAPHY TAKEN FROM STATE OF MAINE OFFICE OF GIS DATA CATALOG, ELEVATION AND DERIVED PRODUCTS, ELEVATION CONTOURS (2' INTERVAL FROM LIDAR), TOWN OF CUMBERLAND, IN THE DEVELOPED AREA TOPOGRAPHIC INFORMATION AND SURVEY LINES DONE BY MAINE SURVEY CONSULTANTS.
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- ZONE: RURAL RESIDENTIAL 1 (RRI) PROPOSED USE: SINGLE FAMILY DETACHED HOUSES
- TAX MAP REFERENCE: MAP R04 /LOT 24.
- TOTAL PARCEL = 24.84 acres
- WAIVERS: NONE.
- CALL DIG-846 PRIOR TO COMMENCING WORK, 811 OR 1-888-DIG-846.
- HOUSE LOCATIONS TO BE WITHIN THE SETBACK LINES SHOWN ON THIS PLAN.
- ALL HOUSES SHALL HAVE A NUMBER CLEARLY VISIBLE FROM THE ROAD.
- ALL NEW DWELLINGS IN THIS SUBDIVISION SHALL INCLUDE AN AUTOMATIC FIRE PROTECTION SPRINKLER SYSTEM CONFORMING TO APPLICABLE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) STANDARDS AND APPROVED BY THE CUMBERLAND FIRE CHIEF.
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- LOTS TO BE SERVICED BY INDIVIDUAL SEPTIC SYSTEMS AND WELLS. SEPTIC SYSTEMS MUST BE LOCATED AS SHOWN ON THIS PLAN OR AN ALTERNATE LOCATION APPROVED BY THE TOWN STAFF.
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- HIGH GROUNDWATER TABLES ARE A CONSIDERATION FOR MAINE SOILS. HOUSES WITH BASEMENTS ARE RECOMMENDED TO HAVE PROPER FOUNDATION DRAINAGE TO ACCOMMODATE THESE CONDITIONS.
- THE OWNER OF LOT 5 RESERVES THE RIGHT TO SUBDIVIDE LOT 5 TO CREATE TWO SINGLE FAMILY HOME LOTS IF THE ZONING CHANGES IN THE FUTURE. THE DIVISION WOULD HAVE TO MEET THE FUTURE ZONING ORDINANCE REQUIREMENTS. NO FURTHER SUBDIVISION OF LOTS 1 TO 4 IS ALLOWED.

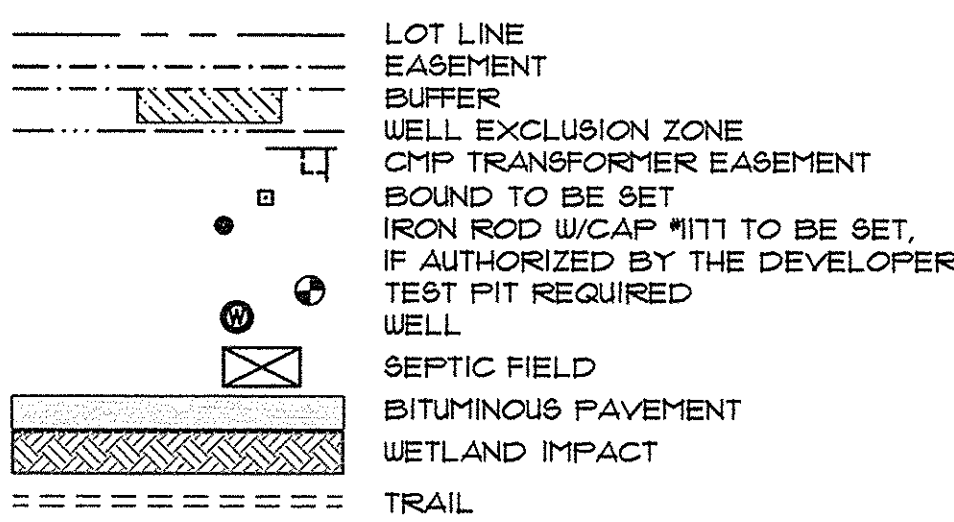


LEGEND

EXISTING



PROPOSED



NET RESIDENTIAL ACREAGE

TOTAL PARCEL:	1,082,215 SQ. FT.
DEDUCTIONS:	
A. PERCENTAGE OF PARCEL FOR ROADS & PARKING, ACTUAL *NOT INCLUDED IN C.	16,043
B. LACK OF ACCESS, ISOLATED OR UNAVAILABLE AREAS	0
C. AREAS DIFFICULT TO DEVELOP	
1. SLOPES OF 20% OR MORE	80,348
2. WETLANDS NOT INCLUDED IN 1.	86,556
3. 100 YEAR FLOODPLAIN	0
D. RIGHT-OF-WAYS OR EASEMENT *NOT INCLUDED IN A. OR C.	23,361
E. RESOURCE PROTECTION DISTRICT	0
TOTAL:	875,907 ± 114,240
	5.03 LOTS

NOTES:

- UTILITY EASEMENT TO BE REESTABLISHED TO THE NEW RIGHT-OF-WAY.
- ACCESS TO THE EXISTING HOUSES TO BE REESTABLISHED TO THE NEW RIGHT-OF-WAY.

ZONE INFORMATION

ZONE: RURAL RESIDENTIAL 1
PERMITTED USE: SINGLE FAMILY DETACHED

SPACE STANDARDS	RRI	CLUSTER
MINIMUM LOT SIZE	4 ACRES	60,000 SF.
MINIMUM STREET FRONTAGE	200 FEET	100 FEET
MINIMUM FRONT YARD	50 FEET	50 FEET
MINIMUM REAR YARD	15 FEET	15 FEET
MINIMUM SIDE YARD	30 FEET *	30 FEET *

* COMBINED WIDTH AT LEAST 75 FEET

RIGHT-OF-WAY LINE TABLE

LINE	BEARING	DISTANCE
L1	S 44°48'47" W	30'
L2	S 45°11'13" E	50'
L3	N 44°48'47" E	30'
L4	S 45°11'13" E	27.64'
L5	N 44°48'47" E	50'

RIGHT-OF-WAY CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	20'	30.72'	27.79'	N 82°12'26" W	88°01'06"
C2	500'	65.45'	65.41'	N 34°26'52" W	7°30'02"
C3	500'	126.44'	126.11'	N 37°56'32" W	14°29'21"
C4	450'	113.8'	113.5'	N 37°56'32" W	14°29'21"
C5	550'	72'	71.95'	N 34°26'52" W	7°30'02"
C6	20'	32.11'	28.77'	N 07°47'34" E	91°58'54"

EXCEPTIONS:

NO DETAILED SURVEY REPORT.

NOTES:

1) THE SEAL AND SIGNATURE OF DELMORE A. MAXFIELD, JR. PLS. ON THIS PLAN IS FOR THE DIMENSIONAL ACCURACY OF THE INTERIOR LOT LINES ONLY. CONFORMANCE OF THE ACTUAL STAKE OUT OF THE PROPOSED LOTS TO THIS PLAN WILL ONLY BE ENCOMPASSED BY SAID SEAL AND SIGNATURE IF PERFORMED UNDER THE DIRECTION OF SAID DELMORE A. MAXFIELD, JR. PLS.

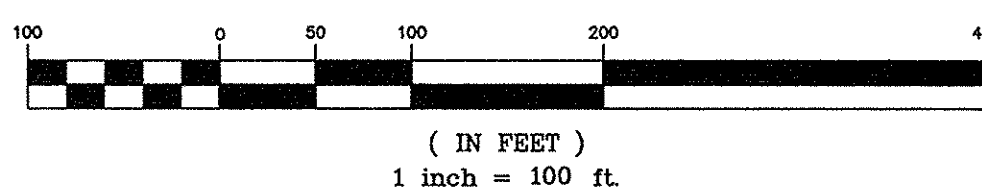
2) THIS SURVEY CONFORMS TO THE CURRENT STANDARDS ADOPTED BY THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS. EXCEPTIONS AS NOTED ABOVE.

3) NOT VALID OR TRUE COPY OF ORIGINAL UNLESS SIGNED AND EMBOSSED BY SURVEYOR.

DATE:

DATE

GRAPHIC SCALE



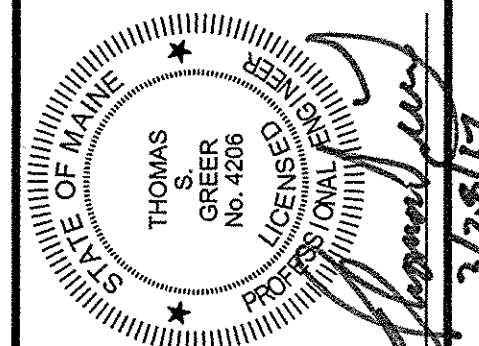
EXISTING LOT LINES & EASEMENTS TO BE VACATED

DRAWINGS INCLUDED IN THIS SUBMITTAL:

COVER		COVER	
C1.0	-	C1.0	-
C1.1	-	C1.1	-
C1.2	-	C1.2	-
C1.3	-	C1.3	-
C1.4	-	C1.4	-
C2.0	-	C2.0	-
C3.0	-	C3.0	-
C4.0	-	C4.0	-
D1.0	-	D1.0	-
D2.0	-	D2.0	-

SUBDIVISION PLAN, APPROVED BY THE TOWN OF CUMBERLAND PLANNING BOARD

PINKHAM & GREER
CIVIL ENGINEERS
28 VANNAH AVE. PORTLAND, ME 04103
TEL: 207.861.5442 FAX: 207.861.4495



REV.	DATE	DESCRIPTION
5	3/28/17	SHIFTED ROAD & ROW TO REDUCE STREAM BUFFER IMPACT
4	2/22/17	ADDED GENERAL NOTE 28
3	2/17/17	UPDATED DRAWINGS.
2	2/17/17	UPDATED DRAWINGS.
1	12/1/16	UPDATED DRAWINGS.

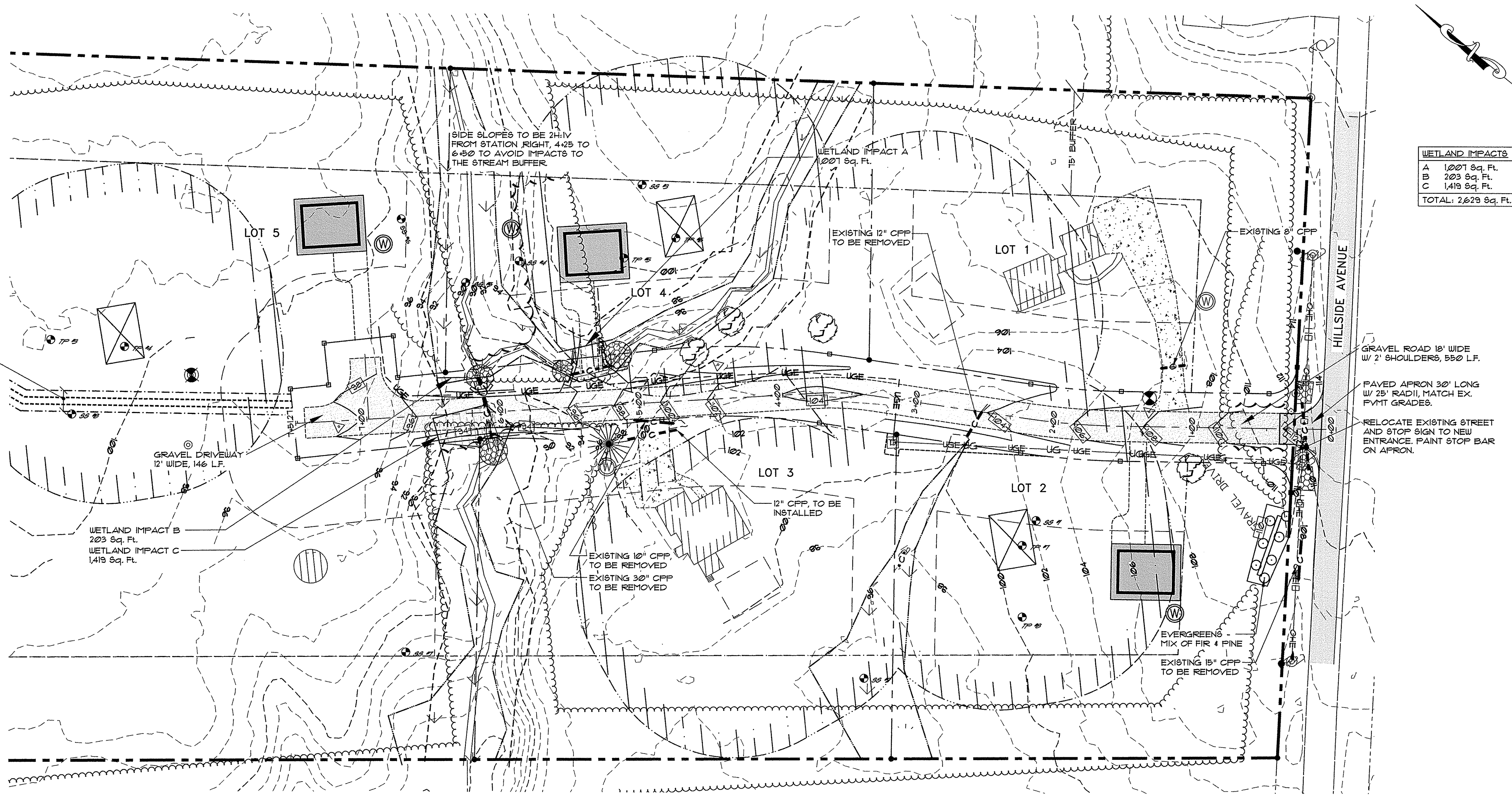
LIVE LIFE MAINE, LLC
1 SOLAR WAY
CUMBERLAND, ME 04021

SOLAR WAY SUBDIVISION
HILLSIDE AVENUE, CUMBERLAND, MAINE

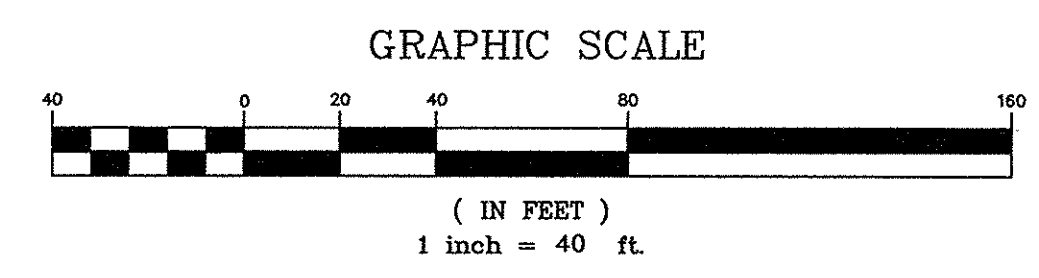
C1.1

MAP/LOT R04 / 24

SUBDIVISION PLAT



WETLAND IMPACTS	
A	1,021 sq. Ft.
B	203 sq. Ft.
C	1,419 sq. Ft.
TOTAL: 2,629 sq. Ft.	



LEGEND

EXISTING	PROPOSED
PROPERTY LINE	LOT LINE
BUILDING SETBACK	EASEMENT
ADJUTERS PROPERTY	BUFFER
EDGE OF PAVEMENT	WELL EXCLUSION ZONE
CONTOURS	CHIP TRANSFORMER EASEMENT
BUILDING CONTOURS	EDGE OF PAVEMENT
EDGE OF GRAVEL	CONTOURS
WETLAND LIMIT	EDGE OF GRAVEL
WETLAND	CLEARING LIMIT
WATERCOURSE	STORMDRAIN
ZONING DISTRICT	CULVERT
TOWN LINE	OVERHEAD UTILITY
STORMDRAIN	UNDERGROUND UTILITY
CULVERT	CENTERLINE
FOUNDATION DRAIN	HOUSE SERVICE, SEWER
OVERHEAD UTILITY	HOUSE SERVICE, WATER
UNDERGROUND UTILITY	SPOT GRADE
SPOT GRADE	TRANSFORMER
UTILITY POLE	BOUND TO BE SET
UTILITY POLE W/ GUY WIRE	IRON PIPE TO BE SET
TREELINE	TEST PIT REQUIRED
BENCHMARK	WELL
BOUND ROUND	SIGN
IRON PIPE FOUND	RIPRAP
IRON PIPE SET	SEPTIC FIELD
WELL	BITUMINOUS PAVEMENT
SLOPES OVER 20%	WETLAND IMPACT
TEST PIT	
TREE	

PINKHAM & GREER
CIVIL ENGINEERS
28 WINDY AVE. PORTLAND, ME 04103
TEL: 207.761.5342 FAX: 207.761.4245

THOMAS S. GREER
16-020
LICENSED PROFESSIONAL ENGINEER
STATE OF MAINE

REV.	DATE	DESCRIPTION
4	3/28/17	SHIFTED ROAD & ROW TO REDUCE STREAM BUFFER IMPACT
3	2/17/17	UPDATED DRAWINGS.
2	2/7/17	UPDATED DRAWINGS.
1	12/1/16	UPDATED DRAWINGS.

LIVE LIFE MAINE, LLC
1 SOLAR WAY
CUMBERLAND, ME 04021

SCALE: AS SHOWN
DATE: NOVEMBER 29, 2016
PROJECT: 16158

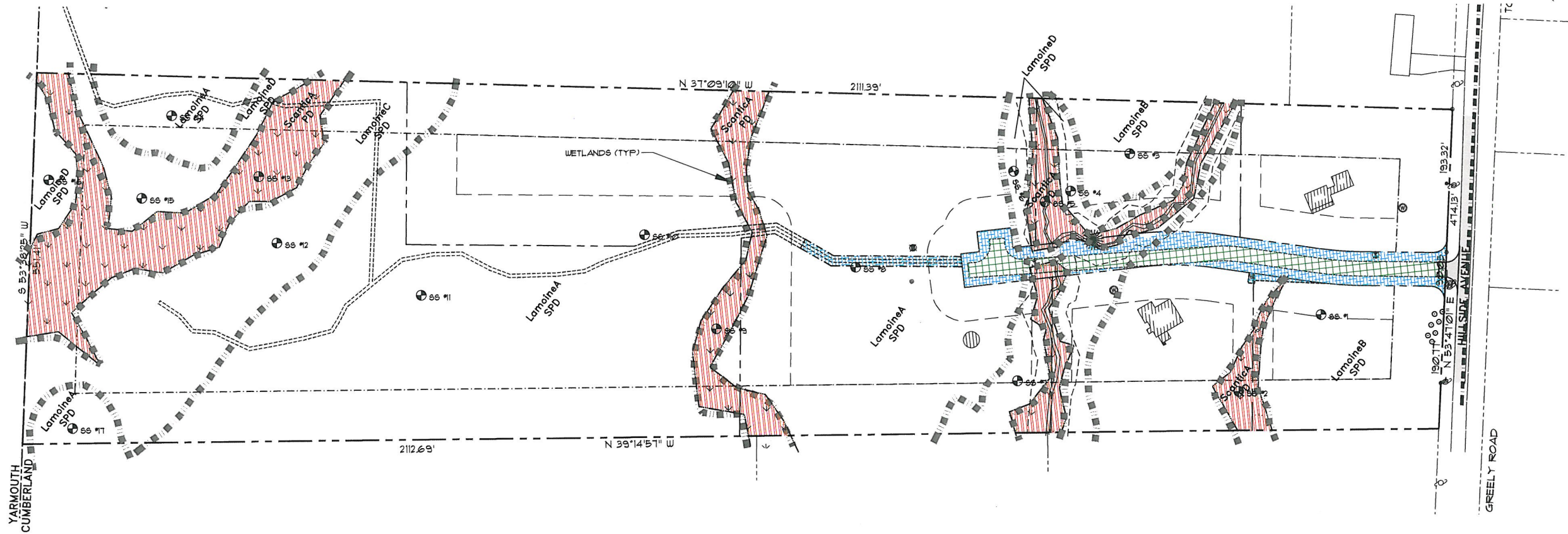
DRN BY: JWG/JDC
DESIGN BY: TSG
CHK BY: DL

SOLAR WAY SUBDIVISION
HILLSIDE AVENUE, CUMBERLAND, MAINE

SITE PLAN

C1.2

MAP/LOT R04/24



LEGEND

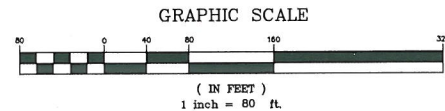
EXISTING	PROPOSED

- NOTES:
1. UTILITY EASEMENT TO BE REESTABLISHED TO THE NEW RIGHT-OF-WAY.
 2. ACCESS TO THE EXISTING HOUSES TO BE REESTABLISHED TO THE NEW RIGHT-OF-WAY.

NET RESIDENTIAL ACREAGE

TOTAL PARCEL:	1,082,215 SQ. FT.
DEDUCTIONS:	
A. PERCENTAGE OF PARCEL FOR ROADS & PARKING, ACTUAL *NOT INCLUDED IN C.	16,043
B. LACK OF ACCESS, ISOLATED OR UNAVAILABLE AREAS	0
C. AREAS DIFFICULT TO DEVELOP	
1. SLOPES IN EXCESS OF 20% SUSTAINED FOR 30,000 SF. OR MORE	0
2. WETLANDS NOT INCLUDED IN I.	114,251
3. 100 YEAR FLOODPLAIN	0
D. RIGHT-OF-WAYS OR EASEMENT *NOT INCLUDED IN A. OR C.	23,361
E. RESOURCE PROTECTION DISTRICT	0
TOTAL:	920,554 + 174,240 533 LOTS

SLOPE %	AREA(SF)
W1	1806.9
W2	8428.5
W3	2951.1
W4	2083.3
W5	874.3
W6	494.1
W7	212
W8	5893.5
W9	198.2
W10	4071.6
W11	8251.6
W12	30.4
W13	15.8
W14	25.4
W15	90.6
W16	371.3
W17	386.8
W18	74.8
W19	371.1
W20	18.2
W21	118.3
W22	215.8
W23	46618.2
W24	1651.1
TOTAL	86556 SQ. FT.



LIVE LIFE MAINE, LLC
1 SOLAR WAY
CUMBERLAND, ME 04021

SOLAR WAY SUBDIVISION
HILLSIDE AVENUE, CUMBERLAND, MAINE

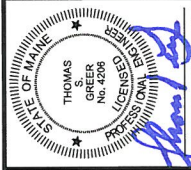
NET RESIDENTIAL ACREAGE PLAN

C1.3

MAP/LOT R04 / 24

SCALE:	AS SHOWN	DRN BY:	JWG/JDC
DATE:	FEBRUARY 7, 2017	DESIGNED BY:	TSG
PROJECT:	16158	CHK BY:	TS6

2	3/28/17	SHIFTED ROAD & ROW TO REDUCE STREAM BUFFER IMPACT
1	2/17/17	UPDATED DRAWINGS.
REV.	DATE	DESCRIPTION



PINKHAM & GREER
CIVIL ENGINEERS
28 VANNAH AVE., PORTLAND, ME 04103
TEL: 207.781.3242 FAX: 207.781.4245

ZONE INFORMATION

ZONE: RURAL RESIDENTIAL 1
PERMITTED USE: SINGLE FAMILY DETACHED

SPACE STANDARDS	RRI	CLUSTER
MINIMUM LOT SIZE	4 ACRES	60,000 S.F.
MINIMUM STREET FRONTAGE	200 FEET	100 FEET
MINIMUM FRONT YARD	50 FEET	50 FEET
MINIMUM REAR YARD	15 FEET	15 FEET
MINIMUM SIDE YARD	30 FEET *	30 FEET *

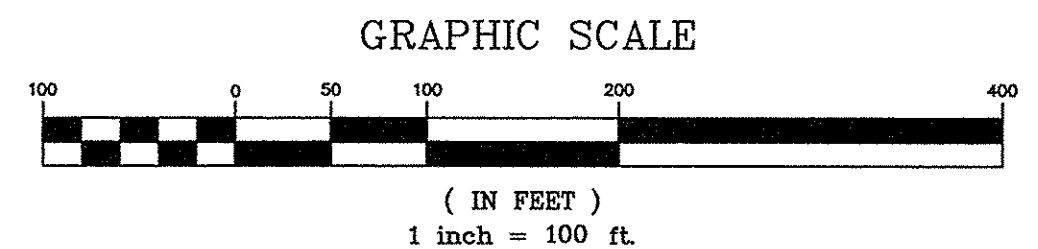
* COMBINED WIDTH AT LEAST 15 FEET

LEGEND

EXISTING	PROPOSED	LOT LINE

CONVENTIONAL LOT LAYOUT

SCALE: 1"=100'



SOLAR WAY SUBDIVISION
HILLSIDE AVENUE, CUMBERLAND, MAINE

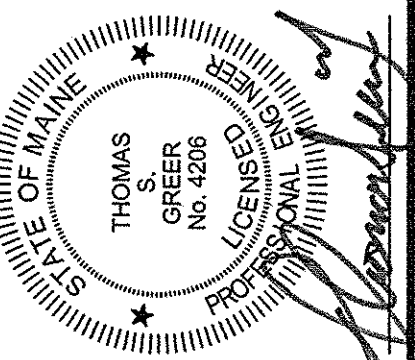
LIVE LIFE MAINE, LLC
1 SOLAR WAY
CUMBERLAND, ME 04021

CONVENTIONAL LOT LAYOUT

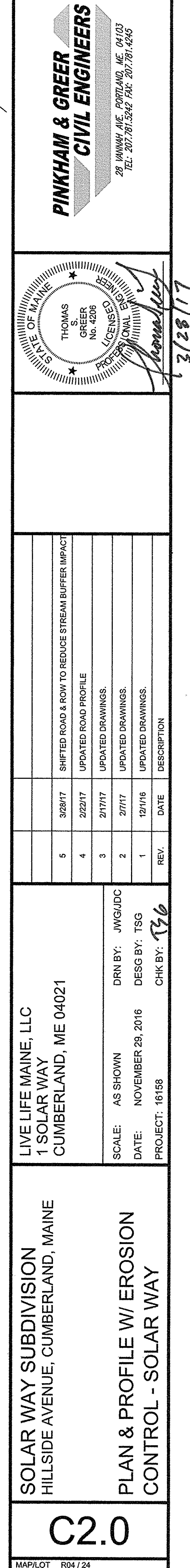
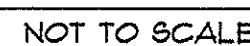
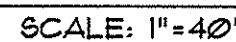
SCALE: AS SHOWN
DATE: FEBRUARY 7, 2017
PROJECT: 16188

DRN BY: JWG/JDC
DESIG BY: TSG
CHK BY: ASG

REV.	DATE	DESCRIPTION
2	3/28/17	UPDATED DRAWINGS.
1	2/17/17	UPDATED DRAWINGS.

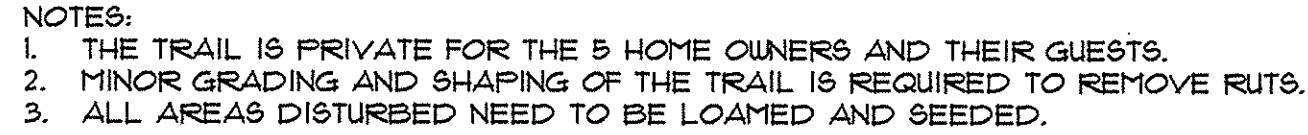


PINKHAM & GREER
CIVIL ENGINEERS
28 WINDHAM AVE. PORTLAND, ME 04103
TEL: 207.761.5542 FAX: 207.761.4545

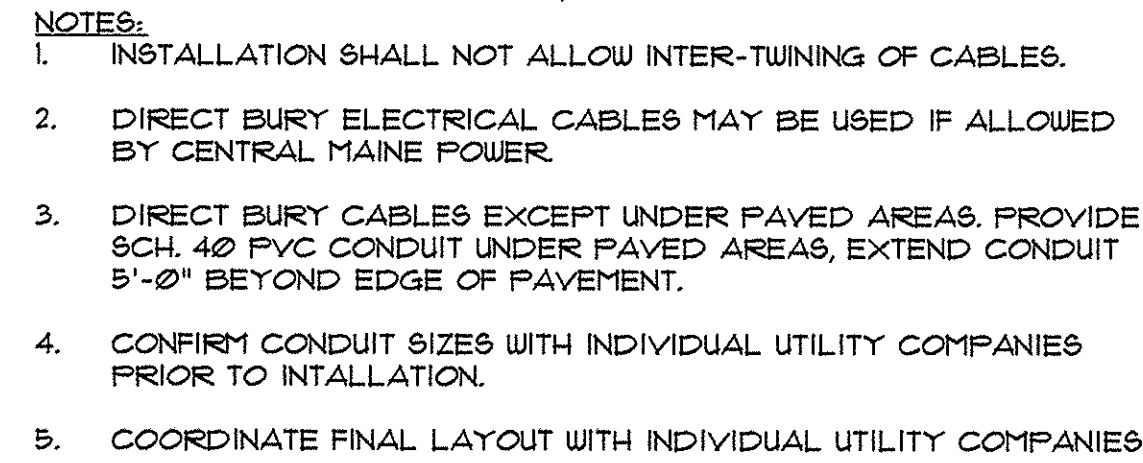


PROPOSED TRAILS SHALL CONFORM TO THE FOLLOWING STANDARDS:

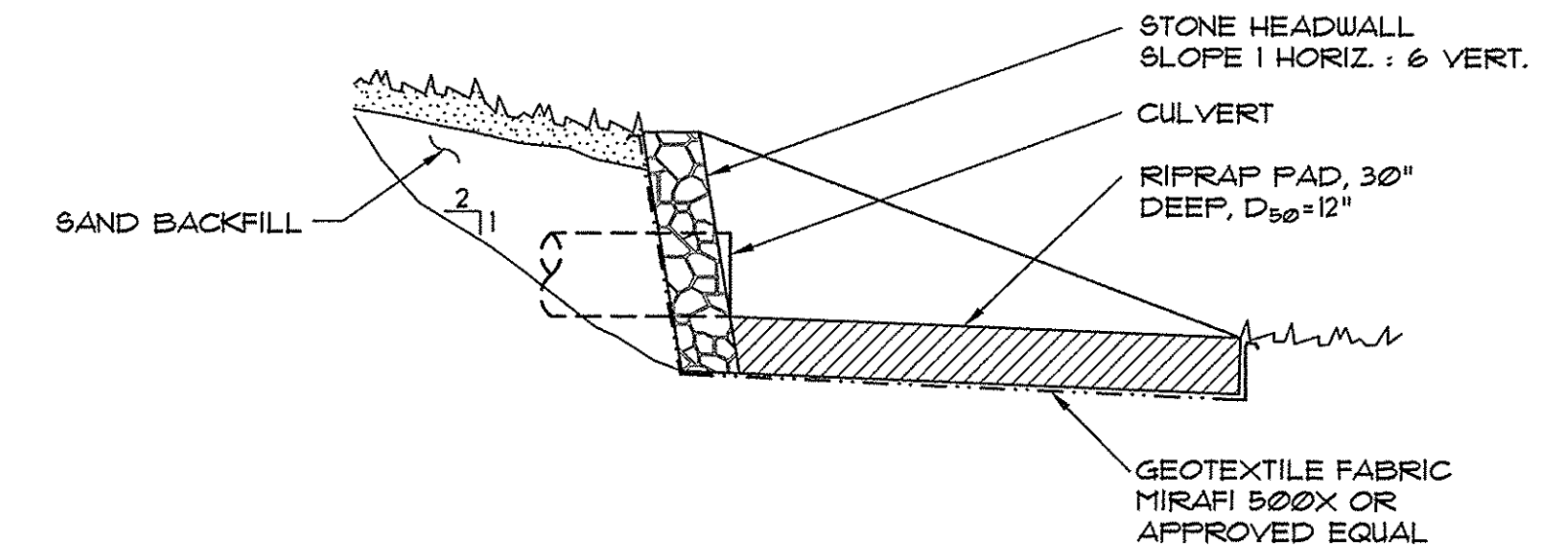
- A. TRAIL IMPROVEMENTS SHALL DEMONSTRATE ADHERENCE TO PRINCIPLES OF QUALITY TRAIL DESIGN.
- B. TRAILS SHALL HAVE A VERTICAL CLEARANCE OF NOT LESS THAN TEN (10) FEET.
- C. THE WIDTH OF THE TRAIL SURFACE MAY VARY DEPENDING UPON TYPE OF USE TO ACCOMMODATE MOTORIZED VEHICLES. IF THE TRAIL WIDTH IS LESS THAN THREE (3) FEET OR GREATER THAN SIX (6) FEET.
- D. NO TRAIL SHALL BE DESIGNED WITH THE INTENT TO ACCOMMODATE MOTORIZED VEHICLES.



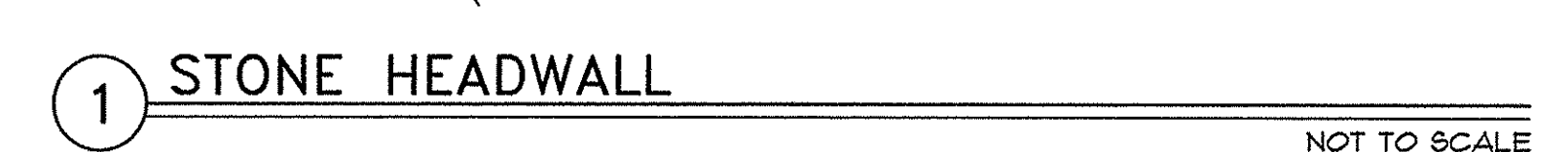
NOT TO SCALE



NOT TO SCALE



(TYP. WITH OR WITHOUT SIDEWALLS)



NOT TO SCALE

[illegible]

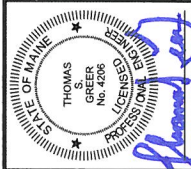
LIVE LIFE MAINE, LLC
1 SOLAR WAY
CUMBERLAND, ME 04021

SCALE: AS SHOWN
DATE: NOVEMBER 29, 2016
PROJECT: 16158
DRN BY: JW/G
DESG BY: TSG
CHK BY: *TSU*

SOLAR WAY SUBDIVISION
HILLSIDE AVENUE, CUMBERLAND, MAINE

SITE DETAILS

C4.0



REV.	DATE	DESCRIPTION
3	2/17/17	UPDATED DRAWINGS.
2	2/17/17	UPDATED DRAWINGS.
1	12/1/16	UPDATED DRAWINGS.

LIVE LIFE MAINE, LLC 1 SOLAR WAY CUMBERLAND, ME 04021	SCALE: AS SHOWN DATE: NOVEMBER 28, 2016 PROJECT: 16158	DRN BY: JWG/JDC DESIGN BY: TSG CHK BY: [Signature]
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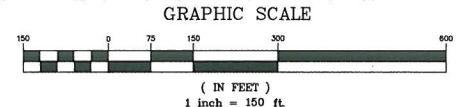
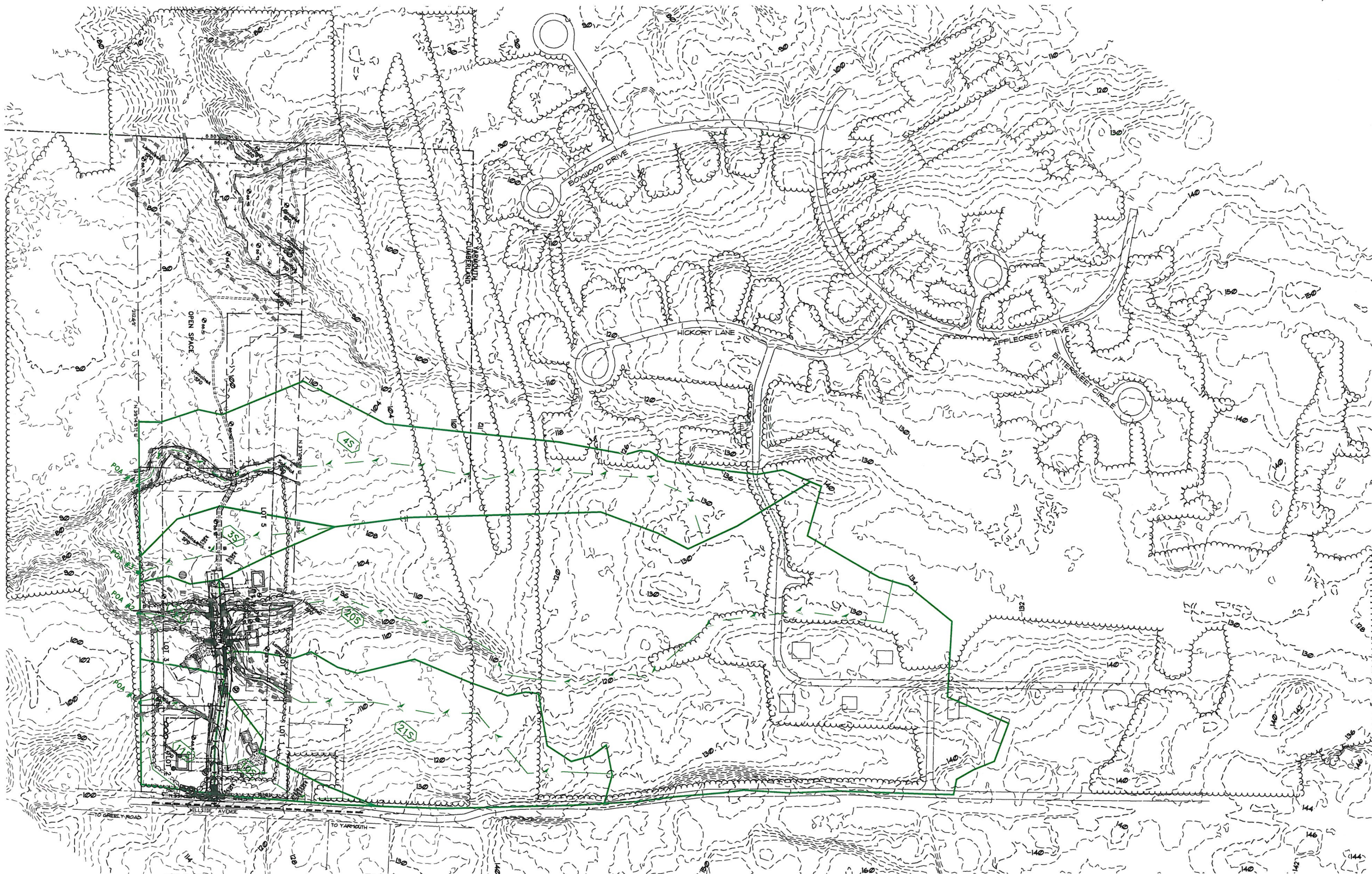
SOLAR WAY SUBDIVISION
HILLSIDE AVENUE, CUMBERLAND, MAINE

DRAINAGE ANALYSIS
EXISTING CONDITION

D1.0

MAP/LOT R04 / 24





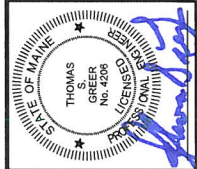
SOLAR WAY SUBDIVISION
HILLSIDE AVENUE, CUMBERLAND, MAINE

LIVE LIFE MAINE, LLC
1 SOLAR WAY
CUMBERLAND, ME 04021

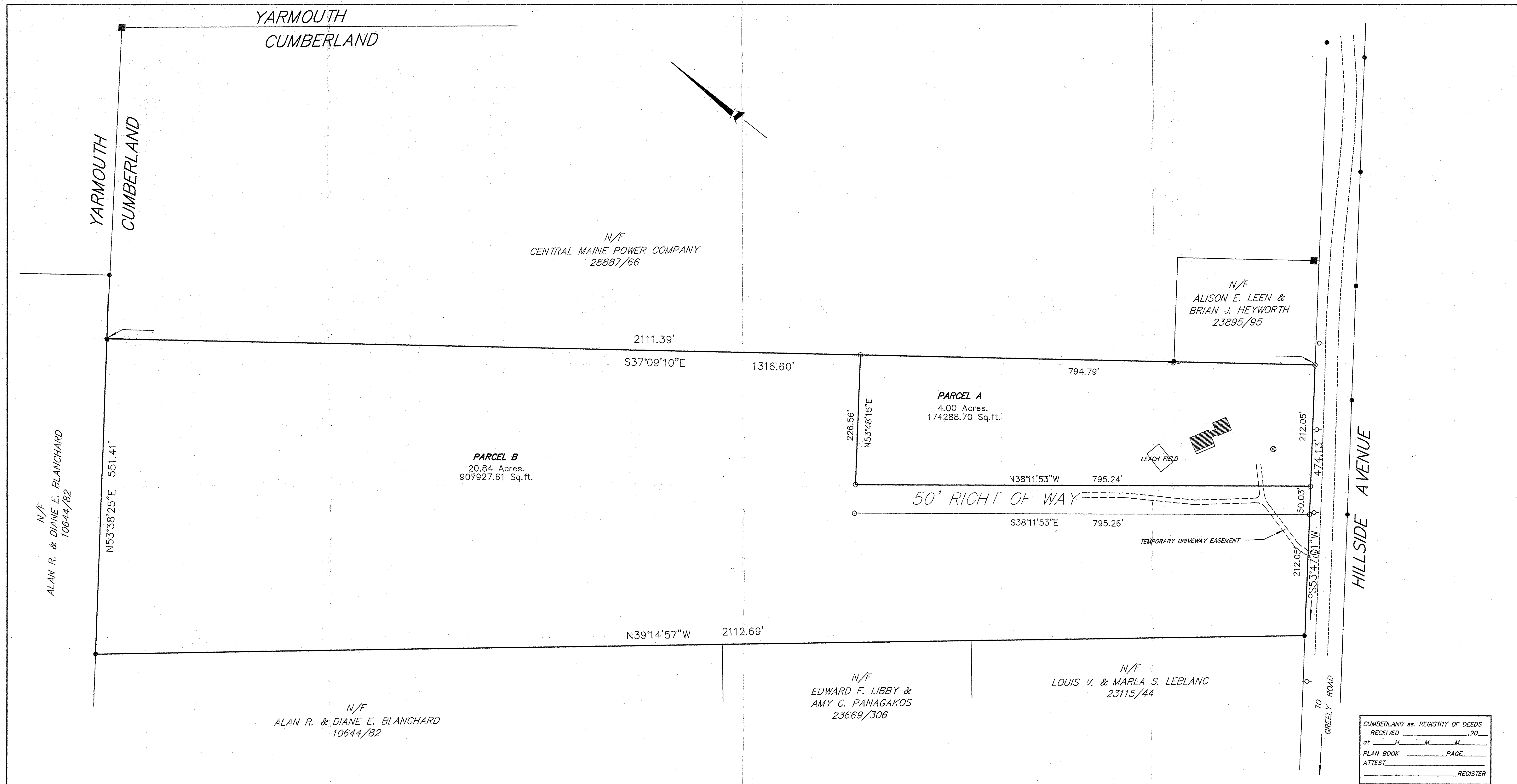
DRAINAGE ANALYSIS
DEVELOPED CONDITION

SCALE:	AS SHOWN	DRN BY:	JWG/JDC
DATE:	NOVEMBER 28, 2016	DES BY:	TSG
PROJECT:	16158	CHK BY:	136

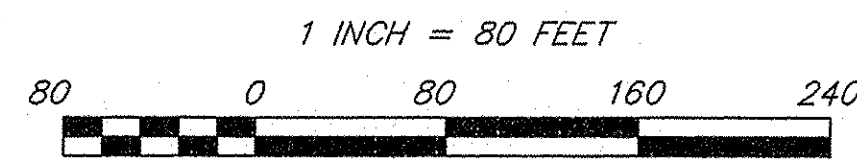
REV.	DATE	DESCRIPTION
1	12/1/16	UPDATED DRAWINGS.
2	2/1/17	UPDATED DRAWINGS.
3	2/1/17	UPDATED DRAWINGS.
4	3/28/17	SHIFTED ROAD & ROW TO REDUCE STREAM BUFFER IMPACT



PINKHAM & GREER
CIVIL ENGINEERS
28 VANNAH AVE. PORTLAND, ME. 04103
TEL. 207.781.3242 FAX. 207.781.2445



CUMBERLAND ss. REGISTRY OF DEEDS	
RECEIVED	20
at	H M
PLAN BOOK	PAGE
ATTEST	REGISTER



REFERENCE

- 1.) BOUNDARY SURVEY MADE FOR CENTRAL MAINE POWER CO. TOOKER & HASKELL PARCELS DATED OCTOBER 26, 2011 BY SACKETT & BRAKE SURVEY, INC..
- 2.) PLAN OF PROPOSED SUBDIVISION ON HILLSIDE AVENUE DATED SEPTEMBER 1975 AS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 110, PAGE 1.
- 3.) PLAN OF FALLS BROOK MEADOWS DATED APRIL 26, 1979 AS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 173, PAGE 47.

NOTES

- 1.) BEARINGS ARE REFERENCED TO GRID NORTH. SEE REFERENCE 1.

ZONE

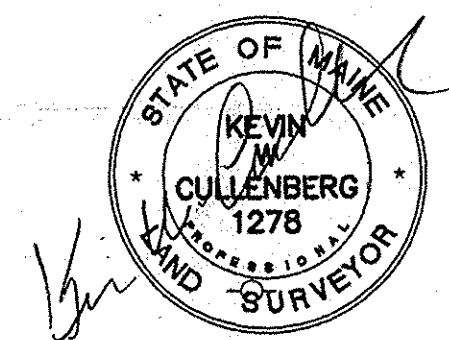
RURAL RESIDENTIAL 1
LOT SIZE - 4 ACRES
SETBACK - FRONT 50 FEET REAR 75 FEET
SIDE 30 FEET COMBINED WIDTH AT LEAST 75 FEET

LEGEND

- ⊕ METAL FENCE POST FOUND
- IRON PIN FOUND
- IRON PIN SET
- MONUMENT FOUND
- N/F NOW OR FORMERLY
- ⊖ UTILITY POLE
- EDGE OF PAVEMENT
- EDGE OF PAVEMENT
- ▨ EXISTING BUILDING
- ⊗ WELL

OWNER OF RECORD

PATRICE MILLER
31632/282



KEVIN W. CULLENBERG PLS 1278

PLAN OF PROPERTY
34 HILLSIDE AVENUE CUMBERLAND, MAINE

MADE FOR
PATRICE MILLER
34 HILLSIDE AVENUE CUMBERLAND, MAINE

JULY 8, 2014
BY
CULLENBERG LAND SURVEYING
892 OLD DANVILLE ROAD
AUBURN, MAINE 04210
(207) 777-1150