

April 24, 2017

Ms. Carla Nixon
Town Planner
Town of Cumberland
290 Tuttle Road
Cumberland ME 04021

Subject: West Cumberland Multiplex Units
Final Subdivision and Site Plan Submission

Gorrill Palmer is pleased to submit documents and updated plans as part of our response to comments, and as necessary for Final Subdivision and Site Plan Approval for the above referenced project. The project received preliminary approval on November 15, 2016. Updated purchase and sale addenda are included in Attachment 6. Please note that Condo Units 2 and 3 have switched unit numbers. The multiplex is now Condo Unit #2. An updated lighting plan has also been included, which takes into account the approved lighting locations for the Phase I office building.

Outstanding comments are addressed below. Comments were received from the Town's Peer Reviewer (Sevee & Maher Engineers, Inc.), the Town Manager, William Shane, yourself and during the public hearing. For ease of review, comments are broken up by reviewer and each comment has been repeated below followed by our response.

A. Sevee & Maher Comments

Comments from Dan Diffin of Sevee & Maher Engineers, Inc. were made in emails on October 7, 2016 and November 9, 2016. For ease of review, comments have been repeated below followed by our response.

Comment 1- *GP Comment 1 addresses concerns for adequate cover on the storm drain pipes from CB2 to the sediment forebays on the north portion of the site. Based on the revised grading plan provided, it appears there may be sections of the pipe that will have little to no cover. SME recommends the grading be updated to provide adequate cover over the storm drains.*

Response- The plans have been revised including providing adequate cover and other minor adjustments to the stormdrain system; an updated grading plan is attached.

Comment 2- *A request for "Ability to Serve" to The Portland Water District (PWD) dated September 23, 2016 was submitted prior to the September 27, 2016 submittal. The applicant will forward when received.*

Response- An ability to serve letter from Portland Water District was forwarded on to the Town Planner on October 26, 2016 and is included in this package.

Comment 3- *SME has reviewed the septic system design and information relating to groundwater flow. See Attachment A for a detailed summary of this review.*

Response- Mark Cenci has provided a response to the comments from Sevee & Maher which is included in this package.



Comment 4- *Please see Attachment A for additional comments on groundwater impacts.*

Response- Mark Cenci has provided a response to the comments from Sevee & Maher which is included in this package.

Comment 5- *I. The submittal indicated that a letter of financial capacity was to be submitted under separate cover.*

Response- A letter of financial capacity will be submitted to the Town under separate cover by the Applicant.

Comment 6- *Approvals for a Stormwater Management Permit from the Maine DEP or Driveway Entrance permits from the Maine DOT.*

Response- The MDOT Driveway Entrance Permit was forwarded to the Town Planner on December 5, 2016 and is included in this package. The DEP Stormwater Permit Amendment will be forwarded upon receipt.

B. Town Manager Comments

Comments from William Shane were made in an email on October 19, 2016. For ease of review, each comment has been repeated below followed by our response.

Comment 7- *Tammy lane must stay with apartments – should show some type of entrance for pedestrians and bicyclists to the property from Tammy Lane – Please forward marked up plan for Pedestrian Trails system so I can get an opinion from the Lands & Conservation Commission on private versus public.*

Response- A plan marked up to show a potential connection between Tammy Lane and the on-site trail system was submitted to the Town on October 25, 2016 for review and feedback. Based on abutter concerns, the trail has been removed from the proposed site plan.

Comment 8- *Public improvements will include water line, road entrance off RT 100 for 35 feet, all landscaping including fencing, lighting, and all drainage. Expect \$10k for E&S control for the duration of project until all vegetation in place. Please provide a cost estimate for these improvements.*

Response- An opinion of cost for the performance guarantee is attached.

Comment 9- *Need Updated Financial Capacity letter*

Response- A letter of financial capacity will be submitted to the Town under separate cover by the Applicant.

C. Town Planner Review

Comments from Carla Nixon were made in an email on October 19, 2016. For ease of review, each comment has been repeated below followed by our response.

Comment 10- *Update the letter of financial capacity if possible as it relates to the multiplex development only, but if you can get one for the rest of the project, that would be great.*

Response- A letter of financial capacity will be submitted to the Town under separate cover by the Applicant.



Comment 11- *Get letter from Mark Cenci stating his view on the septic capacity of the site based on the soils. Have test pits been done? This will help show evidence of no adverse effect on the aquifer.*

Response- Test pits have been done and a **Groundwater Impact Assessment by Mr. Cenci** was included in **Attachment 12** of the application submitted in **September 2016**. **Mr. Cenci's** report states that the proposed development meets the standards of the **Town's Subdivision Ordinance**, with regard to groundwater quality. **Mark Cenci** has provided a response to the comments from **Sevee & Maher** which is included in this package.

Comment 12- *Provide draft condo docs so that the town attorney can review them prior to final approval.*

Response- Draft condominium documents are included in this package.

Comment 13- *Submit a revised landscape plan if ready.*

Response- An updated landscape plan is included in this package.

Comment 14- *In your cover letter, describe the meeting held with abutters and any changes that have been made as a result of that meeting.*

Response- A meeting was held with abutters on **January 17, 2017**. **Meeting Notes** are included in this package. As a result of the meeting, the walking trail was removed from the proposed plan.

Comment 15- *Written comments addressing Dan Diffin's review.*

Response- **Mark Cenci** has provided a response to comments from **Sevee & Maher** which is included in this package.

Comments from Carla Nixon were made in an email on October 13, 2016. For ease of review, each comment has been repeated below followed by our response.

Comment 16- *The groundwater impact assessment states that an aeration system is required to meet the Town's nitrate-nitrogen limit of .5 mg/liter. How will maintenance of this system be provided for?*

Response- Maintenance of the aeration tanks will be through the **Homeowner's Association**. A licensed maintenance company will be contracted to perform the work. Additional details are provided in the draft condominium documents.

Comment 17- *Amended MDOT Entrance Permit needed*

Response- The amended **MDOT Entrance Permit** was forwarded on **December 5, 2016** and is included in this package.

Comment 18- *PWD Ability to Serve letter needed.*

Response- The ability to serve letter from the **PWD** was forwarded on **October 26, 2016** and is included in this package.

Comment 19- *Amended MDEP Stormwater Permit needed.*

Response- The amended **MDEP Stormwater Permit** will be forwarded upon receipt.

Comment 20- *A 25' easement along the frontage of Route 100 to the Town of Cumberland is required for possible landscape, sidewalk or lighting improvements in the future.*



Response- An easement is shown on the plans and will be granted to the Town along Route 100 for improvements in the future.

Comment 21- Evidence of financial capacity.

Response- A letter of financial capacity will be submitted to the Town under separate cover by the Applicant.

Comment 22- Will the trail be accessible to the public?

Response- Based on comments from abutters, the trail has been removed.

Comment 23- Evergreen trees proposed as buffer to Tammy Lane and Southerly abutters are white pines. These lose their lower branches over time. Replace with an alternative evergreen such as spruce or hemlock. Also mix in these types of trees along with the white pines in the area between the multiplex units and the front portion of the site bordering the parking and manufacturing facility. Also, consider adding a berm in this location to provide further buffering and separation between the commercial and residential uses on the site.

Response- An updated landscape plan is included in this package.

Comment 24- Provide evidence of no adverse impact within the Aquifer Protection Area.

Response- Mark Cenci has provided a response to the comments from Sevee & Maher which is included in this package. A Groundwater Impact Assessment by Mr. Cenci was included in Attachment 12 of the application submitted in September 2016. Mr. Cenci's report states that the proposed development meets the standards of the Town's Subdivision Ordinance, with regard to groundwater quality.

Comment 25- Provide full size building elevations with dimensions of buildings and materials and colors of siding and roofing

Response- Supplemental building elevations are included in this package.

Comment 26- Provide signage plan for site and sign detail sheet.

Response- Additional site signage and details are provided on the plan set.

Comment 27- Town Engineer's comments to be addressed.

Response- Mark Cenci has provided a response to the comments from Sevee & Maher which is included in this package.

Department Head Comments:

Dan Small, Fire Chief:

Comment 28- Key boxes, as approved by the fire department, shall be provided for each occupancy.

Response- Key boxes will be provided and a note has been added to the plan.

Comment 29- It is recommended but not required that monitored fire alarm systems be provided in each building.

Response- The Owner has taken this comment under advisement, and at this time does not anticipate each building having a monitored fire alarm system.



Comment 30- *Although not required due to the occupancies being constructed with fire sprinkler protection, a municipal fire hydrant is suggested to be located at the intersection of the project's access drive and Route 100. The closest hydrant to Building E is over 1,500 feet.*

Response- A hydrant has been added at the intersection of the project access drive and Route 100.

D. Public Hearing

Comment 31- *Are there property line encroachments with the abutting Skillin property?*

Response- It appears one of the Skillin greenhouses encroach on the Phase 3 area. The property issue between the two parties has no impact on Phase 2, and would be resolved prior to Phase 3.

Conclusion

The Applicant respectfully requests that the Planning Board consider granting final approval of this site and subdivision plan application, contingent on receipt of the MDEP permit.

SUBMISSION CHECKLIST

Item	Location
Subdivision Checklist	Attachment 1
Portland Water District Ability to Serve	Attachment 2
MDOT Driveway Entrance Permit	Attachment 3
Neighborhood Meeting Notes	Attachment 4
Performance Guarantee Opinion of Cost	Attachment 5
Title, Right and Interest	Attachment 6
Draft Condominium Documents	Attachment 7
Groundwater Impact Response from Mark Cenci	Attachment 8
Updated Title Right or Interest	Attachment 9
Building Elevations	Attachment 10

Should you have any questions or require additional information, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Alton Palmer'.

Alton Palmer, PE
Principal

A handwritten signature in blue ink, appearing to read 'Christi Holmes'.

Christi Holmes, E.I.
Design Engineer

Enc.

CC: Mr. Jim Schmidt, Grun Development

AMP/cehU:\3071 Allen Farms Redevelopment Rt 100 Cumberland\P Applications\Local\Phase 2 Multiplex Final Site and Sub Submission 2017-04 for Final Approval\0_4-17-2017 Cover Letter Final Approval.doc

	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		
1"=100' scale for general plan			
1"=40' scale for construction of required improvements	Yes	Plan Set	
Traffic Info?	Yes	Attachment 5 of 9-27-16 Submittal	
Capacity to Serve letters?	Yes	Attachment 2	
Financial and Technical Capacity (Sec.14)	Yes	Financial Capacity- under separate cover Technical Capacity- Cover Letter dated 9-27-16	

Sewer user permits required? Status?	N/A		
Deed restrictions, if any, describe	No		
Cover Sheet:			
Proposed subd. name & name of municipality	Yes	Attachment 7	
Name & address of record owner, subdivider, and designer of preliminary plan	Yes	Plan Set- Cover Sheet	
Location Map:			
▪ Scale 1"=1000'	Yes	Plan Set- Cover Sheet	
▪ Shows area 1000' from property lines	Yes		
▪ All existing subdivisions	N/A		
Approximate tract lines of adjacent parcels	Yes	Plan Set- Boundary Survey	
Approximate tract lines of parcels directly across street	Yes	Plan Set- Boundary Survey	
<i>Location</i> of existing & proposed streets, easements, lot lines & bldg. lines of proposed subd. & adjacent properties.	Yes	Plan Set- Boundary Survey	
Existing Conditions Plan			
Existing buildings	Yes	Plan Set- Boundary Survey	
Watercourses	N/A		
Legend	Yes	Plan Set- Boundary Survey	
Wetlands	N/A		
existing physical features (trees 10" diameter or more.Stone walls	Yes	Plan Set- Boundary Survey	
Trail System?	N/A		
Subdivision Plan:			
Date of plan submission, true north & graphic scale	Yes	Plan Set	

Net residential acreage calculations	N/A		
Legend	Yes	Plan Set- C001	
Trail (connecting?)	N/A		
Widths of existing/proposed streets, easements & bldg. lines	Yes	Plan Set- Boundary Survey and C100	
Names of existing/proposed streets, easements & bldg. lines	Yes	Plan Set	
Boundaries & designations of zoning districts, parks, public spaces	N/A		
Outline of proposed subd. w/ street system	Yes	Plan Set- C100	
Future probable street system of remaining portion of tract.	N/A		
Opportunities for Connecting Road(s) (13.2D)	Yes	Plan Set- C100	
Space & setback of district	Yes	Plan Set- C100	
Classification of road	N/A		
Width of road(s)	Yes	Plan Set- C102	
Drainage type (open, closed, mix)	Mix		
Type of byway provided (8.4D)	Freewalk		
Names of adj. subdivisions	N/A		
Names of owners of record of adjacent acreage	Yes	Plan Set- Boundary Survey	
Any zoning districts boundaries affecting subd.	N/A		
Location & size of existing or proposed sewers, water mains, culverts, hydrants and drains on property	Yes	Plan Set- C101, C102, C103, C104	
Connections w/existing sewer or water systems	Yes	Plan Set- C101	
Private water supply shown	N/A		
Private septic shown	Yes	Plan Set- C102	
Hydro-geologic study	Yes	Attachment 12 of 9-27-16 Submittal	

(option for Board)			
Test pit locations	Yes	Plan Set- C102	
Well locations	None proposed		
Signature & lic. # of site evaluator	Yes	Attachment 12 of 9-27-16 Submittal	
Existing streets: location, name(s), widths w/in and abutting	Yes	Plan Set- Boundary Survey	
Proposed streets: location, name(s), widths w/in and abutting	Yes	Plan Set- C102	
The above for any highways, easements, bldg. lines, alleys, parks, other open spaces w/in and abutting	Yes	Plan Set	
Grades & street profiles of all streets, sidewalks or other public ways proposed	N/A		
2' contour lines	Yes	Plan Set- C103, and C104	
High intensity soil survey by cert. soil scientist	No	Attachment 14 of 9-27-16 Submittal	Medium Intensity Soil Survey
Soil boundaries & names superimposed on plot plan	Yes	Plan Set- C100	
Deed reference & map of survey of tract boundary by reg. land surveyor tied to established reference points	Yes	Plan Set- Boundary Survey	
Surface drainage or stormwater mgmt plan w/profiles & cross sections by a P.E. showing prelim. design and conveyances	Yes	Plan Set C103, C104 Attachment 6 of 9-27-16 Submittal	
Proposed lot lines w/ dimensions and suggested bldg. locations.	Yes	Plan Set- C100	
Location of temp. markers in field	N/A		
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	Yes	Plan Set- Lighting Plan	
Landscaping and grading plan including natural features to be preserved	Yes	Plan Set- L102	

Survey stamped by P.E.	Yes	Plan Set- Boundary Survey	
Soil surveys w/# of soil scientist		Attachment 14 of 9-27-16 Submittal	Medium Intensity Soil Survey
Septic plan w/ # of prof. site evaluator	Yes	Plan Set- C102 Attachment 8 of 9-27-16 Submittal	
Geological evals w/ reg. geologists number	Yes	Attachment 8 of 9-27-16 Submittal	
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	Plan Set- C100	
Any part of parcel in a shoreland zone?	No		
Flood Map Number and rating?	Yes	Attachment 11 of 9-27-16 Submittal	
Stormwater Report?	Yes	Attachment 6 of 9-27-16 Submittal	
Rivers, ponds, wetlands?	No		
Historic, archeological features?	No	Attachment 10 of 9-27-16 Submittal	
Solid waste disposal?	Private		
Required Notes on Plan:			
Fire Department notes	Yes		
Clearing limits note	Yes		
<i>Re: approval limit of 90 days before recording or null p. 10</i>	Yes		
Final Plan Submissions:	<i>See Appendix D</i>		
Actual field survey of boundary lines w/ monumentation shown	Yes	Plan Set- C100 and Boundary Survey	
Assessor's approval of street names and assignment of lot numbers.	N/A		
Designation of all open spaces w/ notes on ownership	N/A		
Copies of declarations, agreements or other documents showing the manner in which open space or easements are to	N/A		

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	Yes	Plan Set- C100	
Evidence of Outside Agency Approvals		Awaiting DEP Stormwater Amendment Approval	

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.)*

Amendment to Stormwater Permit

US Army Corps of Engineers:

N/A

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

Amendment to Entrance Permit

Maine Department of Inland Fisheries and Wildlife:

N/A

Other: (List)



Portland Water District

F R O M S E B A G O L A K E T O C A S C O B A Y

October 26, 2016

Gorill-Palmer
707 Sable Oaks Drive Suite 30
South Portland ME 04106

Attn: Christi Holmes
Re: Allen Farms Phase 2 - Cumberland
Ability to Serve with PWD Water

Dear Ms. Holmes:

The Portland Water District has received your request for an Ability to Serve Determination for the noted site submitted on September 23, 2016 . Based on the information provided per plans submitted to PWD dated 9/27/16, we can confirm that the District will be able to serve the proposed project as further described in this letter.

Conditions of Service

The following conditions of service apply:

- The proposed 4" service for the domestic water supply and dedicated 4" service fire protection have been approved pending the submittal of a fixture count. The 4" domestic service will require a meter pit. The meter pit should be located on private property within 10-20 feet of the property line at Gray Road.
- The existing services at this site that will no longer be used as a result of the development must be retired per PWD standards(SV23202712 and SV23202710). This includes shutting the corporation valve and cutting the pipe from the water main.
- The Water District has received and approved a set of plans entitled West Cumberland Retail and Multiplex Units, 197 Gray Road, Cumberland, Maine 04021 prepared by Gorriell Palmer as revised September 27, 2016 with respect to water infrastructure configuration. Any future changes to the water infrastructure plans must be reviewed and approved by the District prior to construction.

Existing Site Service

According to District records, the project site does currently have existing water service. A 2-inch diameter HPDE water service line and 1-inch copper service provides water service to this site. Please refer to the "Conditions of Service" section of this letter for requirements related to the use of this service.



Water System Characteristics

According to District records, there is an 16-inch diameter ductile iron water main on the east side of Gray Road, a 16" ductile iron water main on the south side of Skillin Road and a public fire hydrant located 350 feet from the site. Recent flow data is not available in this area. The most recent static pressure reading was 50 psi on February 1, 2016.

Public Fire Protection

The installation of new public hydrants to be accepted into the District water system will most likely be required. It is your responsibility to contact the Cumberland Fire Department to ensure that this project is adequately served by existing and/or proposed hydrants.

Domestic Water Needs

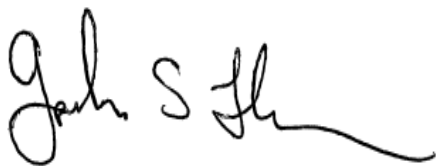
The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of your proposed project.

Private Fire Protection Water Needs

You have indicated that this project will require water service to provide private fire protection to the site. Please note that the District does not guarantee any quantity of water or pressure through a fire protection service. Please share these results with your sprinkler system designer so that they can design the fire protection system to best fit the noted conditions. If the data is out of date or insufficient for their needs, please contact MEANS to request a hydrant flow test and we will work with you to get more complete data.

If the District can be of further assistance in this matter, please let us know.

Sincerely,
Portland Water District

A handwritten signature in black ink, appearing to read "Gordon S. Johnson", with a long, sweeping horizontal line extending to the right.

Gordon S. Johnson
Engineering Services Manager



Maine Department of Transportation

Paul R. LePage
Governor

Driveway/Entrance Permit

David Bernhardt, P.E.,
Commissioner

Permit Number: 17180 - Entrance ID: 1

LOCATION

OWNER
Name: James Burgess
Address: 35 West Custogo Point
Yarmouth, ME 04096
Telephone: (207)632-1992

Route: 0100X, Gray Road
Municipality: Cumberland
County: Cumberland
Tax Map: U20 Lot Number: 73
Culvert Size: inches
Culvert Type: N/R
Culvert Length: feet
Date of Permit: October 31, 2016
Approved Entrance Width: 36 feet

Date Printed: December 01, 2016

In accordance with rules promulgated under 23 M.R.S.A., Chapter 13, Subchapter I, Section 704, the Maine Department of Transportation (MaineDOT) approves a permit and grants permission to perform the necessary grading to construct, in accordance with sketch or attached plan, **an Entrance to Commercial/industrial and multi-family residential units** at a point **143 feet South** from **Highland Avenue**, subject to the Chapter 299 Highway Driveway and Entrance Rules, standard conditions and special conditions (if any) listed below.

Conditions of Approval:

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

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

G - THE ENTRANCE SHALL BE LOCATED AT GPS COORDINATES: 43.817510N, -70.314140W.

S - The entrance shall be constructed as shown on the plan titled "Master / Subdivision Plan, West Cumberland Multiplex Units" for Grun Development, LLC, drawn by Gorrill Palmer and signed/stamped 9/27/16.

S - In the town of Cumberland on the easterly side of Route 100 / Gray Road, approximately 143 feet southerly of Highland Avenue and approximately 91 feet southerly of utility pole 25.

Approved by: Anthony Fontaine Date: 12-01-2016

NEIGHBORHOOD MEETING NOTES

Project: West Cumberland Multiplex Units
Client: Grun Development, LLC
GP Project No: 3071
Date/Location of Meeting: January 17, 2017; Cumberland Council Chambers
GP Personnel: Al Palmer, Christi Holmes
Attendees: see sign in sheet (available upon request)

Distribution: Grun Development, Town of Cumberland, File

Summary of Discussions

Al Palmer gave an overview of the project and where it currently stands in the permitting phase. Major topics of concern during the meeting are summarized below, with responses given at the meeting in bold, and responses based upon further dialogue with the developer in bold and italics.

- Is there adequate space for stormwater and septic for Phase 3 (retail)? Terry Skillin has a well approximately 120'-150' away. **Yes there is adequate room for stormwater treatment and septic.**
- Status of existing fence abutting Kristine Grant's property? **The existing fence would be removed; no new fence is proposed. A landscaped berm 2'-4' high with landscaping is proposed.**
- Concerned over whether the units will be dog-friendly. **Undecided at this time.**
- Concerned regarding screening of the residential buildings.
 - Requested fencing, berm and landscaping. ***The Developer has elected not to add a fence. Additional plantings have been added.***
- Neighbors do not like the proposed trail. Concerned with people parking on Tammy Lane to access the trail. Concerned with trespassers and liability of people going to the gravel pit pond. ***The proposed trail system has been removed.***
- Concerned about mixing residential among commercial. Concerned about trespassers, and apartment residents complaining about noise from abutting commercial developments. ***Residential and commercial are mixed uses permitted in the VCC Overlay zone. Additional landscaping and buffering have been added to aid in transitioning the commercial and residential uses.***
- Concerned over demographic of renters. **Apartments are anticipated to be market rate.**
- Concerned over effect on gravel pit pond. ***The stormwater design is in accordance with Town and Maine Department of Environmental Protection water quality treatment requirements.***
- Concerned on maintenance fees for Condo Unit #4. **None**

Al Palmer offered one on one meetings with any abutters who wanted to meet at the project site. ***No follow up meetings have been requested.***

Job Number: 3071
 Project Location: West Cumberland Multiplex Units
 Comments:
 Date: 2/27/2017

References: Basis of Performance Guarantee: Site Plan Permitting Set dated 2/2017
 MaineDOT 2015 Unit Prices

Calculated By: CEH
 Checked By: LRB

Assumptions: Basis of Design - Plans 2/2017

Notes: Costs include road entrance for 35 feet, water line, landscaping, lighting
 and drainage per Town Manager email dated 10/19/2016

Item	Item Description	Unit	Quantity	Unit Price	Amount
	COMMON EXCAVATION	CY	156	\$ 10.00	\$ 1,560.00
	AGGREGATE SUBBASE GRAVEL	CY	133	\$ 34.00	\$ 4,522.00
	BITUMINOUS PAVEMENT	TON	44	\$ 100.00	\$ 4,400.00
	4' DIA. CATCH BASIN	EA	5	\$ 3,833.00	\$ 19,165.00
	4' MANHOLE	EA	1	\$ 4,293.00	\$ 4,293.00
	18" STORMDRAIN	LF	561	\$ 84.00	\$ 47,124.00
	15" STORMDRAIN	LF	385	\$ 65.00	\$ 25,025.00
	15" CULVERT	LF	60	\$ 65.00	\$ 3,900.00
	RIPRAP - CULVERTS, VEG SPILLWAY AND OUTLET	CY	95	\$ 73.00	\$ 6,935.00
	VEGETATED UNDERDRAIN	SF	6000	\$ 8.00	\$ 48,000.00
	6' OUTLET CONTROL STRUCTURE	EA	1	\$ 10,000.00	\$ 10,000.00
	LIGHTING	EA	12	\$ 2,100.00	\$ 25,200.00
	SECONDARY ELECTRIC- LIGHTING	LF	700	\$ 12.00	\$ 8,400.00
	8" TAPPING SLEEVE AND VALVE	EA	2	\$ 6,200.00	\$ 12,400.00
	8" X 4" REDUCER	EA	1	\$ 480.00	\$ 480.00
	METER PIT	EA	1	\$ 4,700.00	\$ 4,700.00
	4" FIRE SERVICE AND 4" DOMESTIC SERVICE IN SAME TRENCH	LF	825	\$ 90.00	\$ 74,250.00
	6" FIRE SERVICE	LF	7	\$ 77.00	\$ 500.50
	6" GATE VALVE	EA	1	\$ 1,650.00	\$ 1,650.00
	8" GATE VALVE	EA	1	\$ 2,000.00	\$ 2,000.00
	HYDRANT	EA	1	\$ 4,639.00	\$ 4,639.00
	LOAM, SEED, & MULCH	UN	261	\$ 200.00	\$ 52,200.00
	TEMP. SOIL EROS. AND WATER POLL. CONTR/DUST CONTROL	LS	1	\$ 10,000.00	\$ 10,000.00
	LANDSCAPING	LS	1	\$ 122,175.00	\$ 122,175.00
				TOTAL	\$ 493,518.00

Addendum 3 to Agreement

Addendum to contract dated September 18, 2015

between Dennis R. Allen, Patricia A. Benoit Allen (hereinafter "Seller")

and Green Sip Construction, LLC (hereinafter "Buyer")

property 197 Gray Road, Cumberland,

This contract is subject to the following:

Closing date extended to on or before April 30, 2017 as requested by the DEP
Financing changed from Conventional Financing to Owner Financing.

Buyer Broker Migs Eaton appointed by Keller Williams Realty waiving her
commission. The selling price to be reduced by the amount of commission 3.5%
previously agreed upon by MLS. The listing broker will receive the listing
commission of 3.5% of the selling price as agreed upon by seller.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection
with sale/purchase of property.

[Signature] 12-30-2016
Buyer Date
Green Sip Construction, LLC

Buyer Date

Dennis R. Allen 12-30-2016
Seller Date
Dennis R. Allen

Patricia A. Benoit Allen 12/30/16
Seller Date
Patricia A. Benoit Allen

Addendum 1 to Agreement

Addendum to contract dated October 12, 2015

between James Burgess (hereinafter "Seller")

and Green Sip Construction LLC (hereinafter "Buyer")

property 195 Gray Road, Cumberland,

Buyer and seller agree to an extension of the closing to be April 30 2017 on or before this date. Until the date of closing the buyer will pay \$900.00 a month to James Burgess starting May 1, 2016. This will be prorated when the closing takes place.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

[Signature] 02-30-2016
Buyer
Green Sip Construction LLC

[Signature] 8-31-16
Seller
James Burgess

Buyer Date

Seller Date

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE**

This Declaration is made by **GRUN DEVELOPMENT LLC**, of Portland, Maine (hereinafter "Declarant"), as the owner in fee simple of the real estate described herein.

1. **PROPERTY:** Declarant hereby submits the real estate situated in Cumberland, Maine, hereinafter described in Exhibit A attached hereto and made a part hereof, together with the buildings and improvements already thereon and those buildings and improvements to be put thereon in the future as described more particularly hereinafter (collectively the "Property") to the provisions of the Chapter 31 of Title 33 Maine Revised Statutes Annotated, as it may be amended, known as the Maine Condominium Act (the "Act"). The Property is subject to and shall have the benefit of all easements, rights of way and matters affecting title described or referred to in Exhibit A or in the survey to which reference is hereinafter made.

The plat of the land submitted to the provisions of the Act entitled "Condominium Plat, Mill Run Condominium," Cumberland, Maine, prepared by Gorrill Palmer, and dated ____, 2017, is recorded in the Cumberland County Registry of Deeds in Plan Book ____, Page _____. (the "Plat").

2. **CREATION OF UNITS:** Declarant hereby creates four (4) units (individually the "Unit" and collectively the "Units"). The location, boundaries and identifying number of the Units are shown on the Plat referred to in Section 1 hereof.

3. **LOCATION AND DIMENSIONS OF UNITS:** The proposed location and dimensions of each Unit are subject to change by the Declarant until such time as each Unit is legally created, and such improvements need not be built or may be built with configurations and locations different than those shown on the Plat, as further appears below. The maintenance, repair, and upkeep of each Unit shall be the sole responsibility of the Owner and not of the Condominium Association. Unit owners shall have the sole responsibility to maintain their own structures, landscaping, mowing, and plowing driveway, at their own expense.

(a) **DESCRIPTION OF UNITS:** "Unit" means a part of the Property designated for separate ownership or occupancy which has Limited Common Elements and Common Elements. For each Unit created from time to time pursuant to this Declaration, the identification number and approximate area are shown on the Plat and Plans of the Property as amended from time to time. Each Unit includes all structures and interior and exterior partitions, doors and stairways wholly within the Unit. In addition, each Unit Owner has an unrestricted, perpetual right of ingress and egress to his or her Unit, which automatically transfers with a transfer of title to the Unit. Any conveyance, encumbrance, judicial sale, or other transfer (whether voluntary or involuntary) of an interest in the Common Elements shall be void unless the Unit to which that Common Element interest is allocated is also transferred.

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE**

(b) **UNIT BOUNDARIES:** The boundaries of each Unit subsequently created under this Declaration shall be shown on the Plat and Plans. Relocation of boundaries between Units is permitted by amendment to the Declaration in compliance with the provisions of the Condominium Act.

4. **COMMON ELEMENTS:** Each Unit will be conveyed together with its respective undivided interest in the common elements as hereinafter set forth and will have the benefit of the right to use the common elements in common with others entitled thereto as provided by the bylaws (the "Bylaws") adopted by the Mill Run Condominium Association (the "Association") and any rules and regulations adopted by the Association. A copy of the Bylaws initially adopted by the Association is attached hereto as Exhibit C.

The common elements consist of all portions of the Property other than the Units. Common elements shall also include those parts of the Property described in the Act or the Plat and Plans as being common elements. Common elements shall include, but not be limited to, limited common elements.

The access road, including utilities, from Route 100 and the Stormwater Detention System, as set forth on the Plat are the Common Elements.

The stormwater infrastructure is a Common Element, and the Association is required to oversee the maintenance, inspection, reporting and improvements in compliance with Town of Cumberland's Stormwater Management Ordinance pursuant to the Maintenance of Stormwater Facilities, attached hereto as Exhibit D.

The septic system and aerations units are a Common Element, and the Association is required to maintain the system in accordance with the manufacturer's recommendations.

5. **LIMITED COMMON ELEMENTS:** Generally all remaining portions of the Common Elements appurtenant to each unit are allocated to each Unit in accordance with the boundaries as set forth in the Plat and Plans. Each Unit owner shall be solely responsible for all maintenance, repair and upkeep thereof in good condition. Limited common elements shall also include those parts of the Property described in the Act or the Plat and Plans as being limited common elements. A Unit owner shall have no maintenance responsibility with respect to the limited common elements appurtenant to another Unit. The Association shall not be liable for the maintenance, repair or upkeep of a Unit or limited common element. Limited Common Elements are depicted on the Plan and consist of the following:

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE**

(a) For each Unit, the lot consisting of an exterior lawn and driveway area assigned as Limited Common Elements on the Plat, if any;

(b) Water, sewer or other utility lines, water heaters, electrical circuit breaker boxes and other fixtures designed to serve a single Unit but which are not a defined part of the Unit are Limited Common Elements allocated exclusively to that Unit;

(c) The portions of the Property shown on the Plat or as described as Limited Common Elements pursuant to Section 1602-102(2) and (4) of the Condominium Act.

(d) The allocation of Limited Common Elements cannot be altered except in compliance with the Condominium Act, and with the written consent of the Owners and Mortgagees of record of the Units affected by the reallocation of Limited Common Elements.

6. **FRACTION OF COMMON ELEMENT INTERESTS, VOTING RIGHTS AND COMMON EXPENSE LIABILITIES:** The percentage of undivided interests in the common elements, and the percentage of voting rights and common expense liabilities allocated to each Unit is set forth on Exhibit B. No percentage of undivided interest allocated to any Unit shall be altered except upon the unanimous vote of all Unit owners and their Eligible Mortgage Holders as defined in Paragraph 20 (e).

7. **POTENTIAL FOR EXPANSION FOR UNITS:** Each Unit Owner may add to existing buildings, or construct new buildings, within each Unit as permitted by the Town of Cumberland's Zoning Ordinance.

8. **PARKING:** Each Unit may provide parking as permitted by Town Ordinance and as shown on the Plat.

9. **ENCROACHMENTS:** If any portion of the common elements, or of any other Unit encroaches at any time upon any Unit or upon any portion of the common elements, as a result of minor variations or relocation during construction, settling of the buildings, alteration or repair to the common elements made by or with the consent of the executive board of the Association (the "Executive Board"), repair or restoration of a Unit or the building after damages by fire or other casualty, or as a result of condemnation or other eminent domain proceedings, an easement shall exist for the encroachment and for its maintenance so long as the buildings or building stand.

10. **EASEMENTS:**

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE**

(a) The Units and common elements (including the limited common elements) shall be, and hereby are, made subject to perpetual easements in favor of the utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property including the Units. The easements created by this Section 10(a) shall include, without limitation, rights to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains from pipes, sewer and drain lines, drainage ditches and pump stations, telephone poles, wires and equipment, television equipment and facilities (cable or otherwise), poles, wires, conduits, and equipment inducts and vents over, under, through, along and on the Units, limited common elements and common elements. With respect to any utility lines or equipment serving only the Condominium and located upon the common elements (including any limited common elements allocated to any on Unit), the Executive board shall have the right and power to dedicate, convey an easement to any private or public utility company. The Executive Board shall also have the right and power to convey permits, licenses and easements over the common elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company. In addition, the Executive Board shall have the right to grant permits, licenses and easements over the common elements (including any limited common element allocated to any one Unit) for purposes necessary for the proper operation of the Condominium.

(b) The common elements (including any limited common element allocated to any one Unit) are subject to an easement in favor of the Association and the agents and employees of the Association for the access, egress and ingress over, through and across each portion thereof for the operation of the Condominium, pursuant to such requirements and subject to such charges as the Executive Board may from time to time prescribe. Every Unit owner shall have an unrestricted right of ingress to such owner's Unit.

(c) The common elements (including any limited common element allocated to any one Unit) shall be, and hereby are made, subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the common elements. The Association may in its sole discretion grant easements to Unit Owners for the erection of improvements in the limited common areas appurtenant to a unit owner.

(d) The Units and the limited common elements are hereby made subject to an easement in favor of the Association and its agents, employees and independent contractors for:

(i) inspection of the Units and limited common elements in order to verify the performance by Unit owners of all items of maintenance and repair for which they are responsible;

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE**

(ii) installation, inspection, maintenance, repair, and replacement of the common elements situated in or accessible from such Units or limited common elements or both;

(iii) correction of emergency conditions in one or more Units or limited common elements, or both, or casualties to the common elements, the limited common elements and/or the Units; and

All easements, rights and restrictions described and mentioned in the Declaration are easements appurtenant, running with the land and the Property, and (except as expressly may be otherwise provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.

(e) Declarant reserves a Special Declarant Right and easement for the construction of the Units, common elements, limited common elements and other improvements of the Condominium, to enter the Property for the purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units, common elements or limited common elements. This easement shall include, without limitation, the right of vehicular and pedestrian access, the right to park motor vehicles and to engage in construction activities, including the movement and storage of building materials and equipment. This easement also expressly includes the right to cut and remove any trees, bushes, or shrubbery, to grade and remove the soil, to install and remove any temporary siltation fence or to take any other action reasonably necessary to achieve this purpose. Declarant further reserves an easement in the Units, common elements and limited common elements pursuant to Section 1602-116 of the Act for the purpose of discharging Declarant's obligations and exercising the Special Declarant Right reserved pursuant to this Declaration or on the Plat and Plans.

(f) Declarant reserves an easement on, over and under those portions of the common elements and limited common elements, not located within a building, for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The reservation of this right does not and shall not result in the imposition of an obligation.

(g) Declarant further reserves an easement to connect with and to make use of utility lines, wires, pipes and conduits located on the Property for construction purposes on the Property (Declarant shall be responsible for the cost on any services), and to use the common elements for access and construction activities, and for the storage of construction materials and equipment used in the completion of the Units, limited common elements and common elements.

(h) Declarant shall have the right, until Declarant has conveyed all of the units in the

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE**

Condominium, to grant and reserve easements and right-of-way through, under, over, and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public water, sewer, drainage, gas, electricity, telephone and other utilities.

(i) The easements reserved by Declarant in Sections 10(e), 10(f), 10(g), and 10(h) shall continue until Declarant has conveyed all of the Units in the Condominium. These Sections shall not be amended without the written consent of Declarant.

11. EMINENT DOMAIN:

(a) If a Unit is acquired by eminent domain, or if a part of a Unit is acquired by eminent domain leaving the Unit owner with a remnant that may not practically or lawfully be used for any purpose permitted by this Declaration, any award therefor shall be paid to the Unit owner as compensation for such Unit and its percentage interest, whether or not any percentage of undivided interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire percentage of undivided interest, votes in the Association, and common expense liability shall be re-allocated to the remaining Units in proportion to the relative interests, votes and liabilities of those Units before the taking, and the Association shall promptly prepare, execute and record an amendment to this Declaration reflecting the allocations. Any remnant of a Unit remaining after part of a Unit is taken, as determined under this Section 11(a), shall be thereafter a limited common element, subject to the provisions of Section 5 herein.

(b) Except as provided in Section 11(a) above, if part of a Unit is acquired by eminent domain, any award therefore shall be paid to the Unit owner as compensation for the reduction in value of the Unit. That Unit's allocation of common element interests and common expense liability and voting rights shall remain unchanged.

(c) If a part of the common elements is acquired by eminent domain, the Association shall represent the Unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority, and the award shall be paid to the Association for the use and benefit of the Unit owners and their mortgagees as their interests may appear. The Association shall divide any portion of the award not used for any restoration or repair of the remaining common elements among the Unit owners in proportions to their relative percentages of undivided interests before the taking, but the portion of the award attributable to the acquisition of a limited common element must be paid to the owner of the Unit to which that limited common element was allocated at the time of acquisition.

(d) A court decree regarding any such taking shall be recorded in the Cumberland Country Registry of Deeds.

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE**

(e) Nothing in this Declaration, the Bylaws or any rules or regulations adopted by the Executive Board shall be deemed to give the Unit owner or any other party priority over any rights of a first mortgagee of a Unit pursuant to its mortgage documents in the case of a distribution to such Unit owner of condemnation awards for the taking of Units and/or common elements.

12. RESTRICTIONS ON USE AND OCCUPANCY

(a) The Unit 2 is restricted to private multi-family residential use, including residential activities engaged in by Unit owners, members of the Unit owners, immediate family and the guests and other authorized occupants, licensees and visitors of the Unit owners. These Units may not be used for professional, business, commercial, industrial or manufacturing purposes, or primarily for storage. Units 1 and 3 may be used for activities as allowed by the Town of Cumberland's Zoning Ordinance. Unit 4 will not be developed.

(b) No Unit owner may carry on any practice, or permit any practice to be carried on, that unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. Each Unit owner shall maintain its Unit and the appurtenant Limited Common Elements in a clean and sanitary condition.

(c) No Unit shall be used, occupied or kept in a manner that in any way would be deemed hazardous and/or result in an increase in the fire insurance premiums for a Unit beyond the standard rates for a dwelling in a multi-family structure, without the prior written permission of the Board of Directors.

(d) No Unit shall erect signs except as permitted by Town Ordinance.

(e) A Unit owner shall be responsible for the cleanliness of any Limited Common Element serving such Unit, at the expense of such Unit owner.

(f) Each Unit owner shall comply strictly with the Bylaws and with the Rules and Regulations adopted and amended from time to time by the Board of Directors and with the covenants, conditions and restrictions set forth in this Declaration or in the deed to a Unit. Failure to so comply shall be grounds for an action to recover damages or for injunctive relief or both maintainable by the Association or any aggrieved Unit owner, with attorney fees to be awarded to the prevailing party.

13. COMMON EXPENSES: Each Unit owner shall pay to the Association, or its authorized representative, monthly, his proportionate share of the budgeted expenses of the Association. Each Unit's proportionate share of common expense is described in Section 6 herein. Payment thereof shall be in equal monthly amounts and subject to annual review and adjustment. In

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE**

the event of the failure of a Unit owner to pay such proportionate share when due, the amount thereof together with interest at the rate of eighteen percent (18%) per annum or such other rate as may be established by the Association, such late fees as may be established by the Association, costs and reasonable attorney's fees shall constitute a lien on the interest of such Unit owner, as provided by the Act; provided, however, that such lien shall be subordinate to the lien of all recorded first mortgages on the interest of such Unit owner, and the foreclosure of such mortgages, sale or transfer pursuant to foreclosure or transfer to the first mortgagee in lieu of foreclosure shall extinguish a subordinate lien for common charges. The entire unpaid share of the common expenses or assessments by the Association chargeable to such Unit, that become due prior to the foreclosure, shall become common expenses collectible from all owners of a Unit. Such foreclosure shall not release the delinquent Unit owners from personal liability to the Association for unpaid common expenses.

14. **MAINTENANCE:** Each Unit owner shall furnish and be responsible for, at such owner's expense, all the maintenance, repairs and replacements within and upon such owner's Unit and the limited common elements allocated to such Unit.

15. **ASSOCIATION OF UNIT OWNERS:** The Association shall be the governing body for the Unit owners with respect to the administration of the Property as provided by the Act, this Declaration and the Bylaws. The Association shall elect officers as provided in the Bylaws.

Each Unit owner and/or owners shall be a member of the Association. Membership shall be appurtenant to the Units, and the transfer of title to a Unit shall automatically transfer the regular membership appurtenant to that Unit to the transferee or transferees. A transfer pursuant to a mortgage, however, shall not transfer membership until foreclosure or a transfer to a mortgage in lieu of foreclosure.

The provisions of this Declaration and the Bylaws and the rights and obligations established thereby shall be deemed to be covenants, running with the land, so long as the Property remains subject to the provisions of the Act and shall inure to the benefit of and be binding upon each and all of the Unit owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Unit or any interest therein, or any ownership interest in the Property whatsoever, the person to whom such Unit or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Act, this Declaration, and the Bylaws.

In any voluntary conveyance of a Unit, it shall be the duty of the seller to furnish the buyer with a copy of this Declaration, the Association Bylaws and rules and regulations as they may from time to time be amended. The Declarant or the Association shall make available to Unit owners, prospective purchasers, lenders and the holders, insurers and guarantors of the first mortgage on any

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE**

Unit, current copies of the Declaration, Bylaws and other rules and regulations governing the Condominium, and other books, records and financial statements of the Association. This requirement may be satisfied by making the documents available for inspection upon request during normal business hours or under other reasonable circumstances. If copies are requested, the Declarant or Association may, but shall not be obligated to, make them available at a reasonable charge.

16. **EXECUTIVE BOARD POWERS:** Except as otherwise provided in Section 1603-103(b) of the Act, the Executive Board may act on behalf of the Association, shall have all of the powers necessary for the administration of the affairs of the Association. An Executive Board composed of no less than three (3) and no more than five (5) natural persons shall govern the affairs of the Association. Prior to the Transition Election provided for by subparagraph 16(a), the Executive Board shall be composed of three (3) natural persons. "Declarant Control Period" means the entire time period which extends from the date of the recording of this Declaration until the earlier of (a) five (5) years following the conveyance of the first Unit to a Purchaser or (b) sixty (60) days after the conveyance to Purchasers of seventy-five percent (75%) of the Units. The Declarant shall have the right during the Declarant Control Period to appoint, remove and replace from time to time any and all members of the Executive Board, and officers of the Association, without the necessity of obtaining resignations. The appointees of the Declarant need not be Unit Owners. After the Transition Election, at least a majority of the members of the Executive Board shall be Unit Owners or spouses of Unit Owners, or in the case of a Unit Owner which is a corporation, partnership, trust or estate, a designated agent thereof. The transition from Declarant-appointed members of the Executive Board to Unit Owners other than the Declarant shall occur as follows:

(a) No later than the earlier of (1) sixty (60) days after the conveyance to Purchasers of seventy-five percent (75%) of the Units, or (2) five (5) years following conveyance of the first Unit to a Purchaser, or at such earlier date as the Declarant in its sole discretion shall specify, the Transition Meeting of the Association and Transition Election shall be held at which all of the members of the Executive Board and officers of the Association appointed by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect no fewer than three (3) and not more than five (5) successor members of the Executive Board to act in the place and stead of those resigning.

(b) The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the Declarant Control Period, but in that event it may require, for the duration of the Declarant Control Period, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before such actions can become effective.

17. **NOTICE:** The Clerk of the Association shall cause notice of all meetings of

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE**

members and of all proposed actions requiring vote or approval of a specified percentage of Unit owners and/or mortgagees to be sent in writing by U.S. Mail, postage prepaid or to be personally delivered, to all Unit owners and all eligible mortgage holders at the address filed with the Clerk by said owners and mortgage holders not less than five (5) days and not more than twenty-five (25) days prior to the proposed meeting or action. Such notice shall be deemed to be given when so delivered in person or on the second business day following such mailing. Such notice may, however, set a later deadline for any proposed action, if such longer period of time is deemed necessary to obtain the required number of written approvals. Notice of meetings shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration and Bylaws, any budget changes and any proposal to remove a director or officer.

18. SEPARATE TAXATION AND UTILITIES: It is understood that real estate taxes are to be separately taxed to each Unit owner for such owner's Unit and the corresponding percentage of ownership in the common elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit owner, but are taxed on the Property as a whole, then each Unit owner shall pay a proportionate share thereof in accordance with such owner's relative percentage of ownership interest in the common elements.

Each Unit owner shall pay for such owner's telephone, electricity, and other utilities that are separately metered or billed to each user by the respective utility company. Except as may otherwise be provided in Section 5 herein, utilities that are not separately metered or billed shall be treated as part of the common expense and Unit owners shall take reasonable steps to conserve such utilities.

19. INSURANCE AND RELATED MATTERS:

With respect to each Unit and the limited common elements appurtenant thereto, each Unit owner shall maintain insurance against loss or damage by fire and such other hazards as are covered under Standard Extended Coverage Provisions and all other perils customarily covered for similar types of properties, including those covered by the standard "all risk" endorsement, for an amount sufficient to avoid the application of any co-insurance provision. The proceeds of such insurance shall be used for the reconstruction of the Units and limited common elements or shall be otherwise disposed of in accordance with the provisions of this Declaration of the Act; and the policies shall contain the standard mortgage clause, provided, however, that the rights of the mortgagee of a Unit under any standard mortgage clause endorsement to such policies shall be subject to the provisions in the Act with respect to the application of insurance proceeds to the reconstruction of the Units. Each Unit owner shall indemnify and save harmless the Association from any liability, claim, loss, damage, expense, action or cause of action relating to or out of such owner's respective Unit and its appurtenant limited common elements.

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE**

20. MORTGAGE PROVISIONS:

(a) The Unit owner who mortgages his Unit shall notify the Executive Board of the name and address of his mortgagee and shall, upon request, file a conformed copy of the mortgage with the Executive Board.

(b) The Executive Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report to it any then unpaid common charges due from, or any other default by, the owner of the mortgaged Unit.

(c) The Executive Board, when giving notice to a Unit owner of a default in paying common charges or other violation of the provisions of this Declaration, the Bylaws or any rules and regulations, shall send a copy of such notice within thirty (30) days after the occurrence of such default to each holder of a mortgage covering such Unit whose name and address has previously been furnished to the Executive Board.

(d) Each mortgagee of a Unit shall be permitted to examine the books, accounts and records of the Association at reasonable times on business days and to require annual reports and other financial data of the Association. If no audited financial statement is available, any holder of a mortgage on any Unit shall be allowed to have an audited statement prepared at its own expense.

(e) Notwithstanding anything to the contrary elsewhere contained in this Declaration or the Bylaws, the following provisions shall govern Eligible Mortgage Holders as defined in Sec 1602-119(b) of the Act:

(i) Any Eligible Mortgagee Holder of a Unit in the condominium will, upon request, be entitled to inspect the books and records of the Association during normal business hours.

(ii) No provision of this Declaration or of the Bylaws shall be deemed or construed to give a Unit Owner, or any other party, priority over any rights of an Eligible Mortgage Holder of Units pursuant to their mortgages in the case of a distribution to Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or common elements.

(iii) An Eligible Mortgage Holder of a Unit shall be entitled to prompt written notification from the Executive Board of:

(1.) any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration and/or the Bylaws that is not cured

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE**

within thirty (30) days,

(2.) any event of substantial destruction to, or condemnation or governmental taking of, such Unit or any portion of the common elements appurtenant thereto,

(3.) any lapse or modification of insurance or fidelity bond coverages,

(4.) any proposed amendment under Section 22 of this Declaration and

(5.) any proposed action that entitles an eligible mortgage holder to notice under Section 1602-119(b) of the Act.

(f) Any first mortgagee of a Unit who obtains title to the Unit pursuant to the remedies provided in the mortgage, or through foreclosure of the mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against such Unit that accrue prior to the acquisition of title to such Unit by the mortgagees, but such expenses or assessments shall become common expenses collectible from all of the owners of such Unit.

21. **ARBITRATION:** In the event there is a disagreement amount the Unit Owners, Eligible Mortgage Holders, the Executive Board or any of the interested parties herein that threatens the harmonious operation of the Condominium, such issue or issues shall be submitted to arbitration as set forth below. In the event of any dispute, the Unit Owners shall make good faith effort to resolve it. In order to minimize both the costs of and time for dispute resolution in all disputes, the Unit Owners agree that if any of them believes that others have not complied with the terms of this Declaration, By-laws, Rules and Regulations or any other aspects affecting the well-being of the Association, such dispute will be resolved by binding arbitration.

The objecting party shall notify the other Unit Owners and request a meeting within five (5) days in Cumberland, Maine (or any other mutually agreed-upon place) to resolve such dispute. If the dispute is not resolved at such a meeting, either party may request that the matter be resolved through resolution according to the following procedure.

The objecting party shall submit the dispute within ten (10) days (Submission Date) following the said meeting to an attorney or other expert with experience in condominium dispute resolution and belonging to the American Arbitration Association. The objecting party shall notify the other Unit Owners of its selection of an arbitrator, and if not acceptable to the other Unit Owners, the other Unit Owners shall notify the objecting party of their selection of an arbitrator. The two arbitrators selected shall select a third arbitrator (the Arbitrator) who shall solely hear the

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE**

dispute.

Any materials or written arguments which either party deems important to the resolution of the dispute, shall be submitted to the Arbitrator. The dispute shall be heard as quickly as possible by the Arbitrator. The Arbitrator shall allocate the costs of the dispute resolution process (including but not limited to the attorneys and witness fees of each party and the costs of the Arbitrator) between the parties as it deems fair and equitable. The decision of the Arbitrator shall be binding upon all of the parties and shall be enforceable in the courts of the State of Maine.

In the event that the Arbitrator shall be unable or unwilling to accept the dispute resolution at the time of the dispute as of the Submission Date, the parties shall use Arbitrator selection process outlined above to find a successor.

The term "days" as used herein shall exclude any Saturday, Sunday, and legal holiday. Any failure by either party to follow the process set forth above may serve as the basis for an adverse ruling by the Arbitrator unless the Arbitrator shall determine that such failure was due to extraordinary circumstances beyond the control of the failing party.

22. **AMENDING THE DECLARATION:** Except to the extent expressly permitted or required by the Act, this Declaration may be amended by a vote or by written approval of the Unit of owners of Units to which at least seventy-five percent (75%) of the votes in the association are allocated and written approval from eligible mortgage holders, as defined in the Act, representing at least seventy-five percent (75%) of the votes allocated to Units that are subject to eligible first mortgages.

23. **NAME AND ADDRESS:** The name of the Condominium is the Mill Run Condominium, and the Condominium is located at 197 Gray Road, Cumberland, Maine. The mailing address of Mill Run Condominium Association shall be 110 Marginal Way, Suite 193, Portland, ME 04101.

24. **APPLICABLE LAW; INTERPRETATION; SEVERABILITY:** This Declaration shall be governed by and construed in accordance with the laws of the State of Maine. In the event of any conflict or discrepancy between this Declaration, the Bylaws and the Plat and Plans, this Declaration shall govern. If any provision of this Declaration, the Bylaws or any rules and regulations are in conflict with any applicable laws, including the Act, then such laws shall govern and such invalid provision shall be of no force and effect, but the validity of the remainder of this Declaration, the Bylaws and any such rules and regulations shall not be affected thereby and shall remain in full force and effect as if such invalid provision had not been included.

The captions herein are inserted for convenience and reference and do not limit, alter or

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE**

define the terms of this Declaration. All exhibits attached to this Declaration are hereby made a part hereof.

25. **REMEDIES; WAIVER:** All rights, remedies and privileges granted to the Declarant, the Association or a Unit owner pursuant to the terms of this Declaration, the Bylaws and any rules and regulations shall be deemed to be cumulative to any other right or remedy under said documents or afforded by law or equity, and may be exercised concurrently, independently or successively. Any forbearance in exercising any right or remedy hereunder or otherwise available by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.

26. **EFFECTIVE DATE:** This Declaration shall become effective when it and the Plat has been recorded.

IN WITNESS WHEREOF, Grun Development LLC, has caused this instrument to be executed this ____ day of February, 2017.

Grun Development LLC

Witness

By: _____
Marlene Eaton, Member/Manager

STATE OF MAINE
CUMBERLAND, SS.

February ____, 2017

Then personally appeared the above-named Marlene Eaton, Member/Manager of Grun Development LLC, as aforesaid, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the fee act and deed of the limited liability company.

Before me,

Attorney at Law/Notary Public

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT A
LEGAL DESCRIPTION**

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT B
FRACTION OF COMMON ELEMENTS**

Unit	Description	Acres	Square Feet	Condo Fee Allocations Percentage
One	Office / Industrial	1.93	84,070.80	25.597%
Two	Four Plex Project	4.19	182,516.40	55.570%
Three	Allen's Farm	1.42	61,855.20	18.833%
Four	Tammy Lane	0.94	40,946.40	
Common Area A	Common Drive	0.47	20,473.20	
Common Area B	Storm Water Basin	0.63	27,442.80	
Total		9.58	417,304.80	100.000%
Basis of Condo Allocations		7.54		

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

**ARTICLE I
Introductory Provisions**

1.1. Name. The name of this Association is Mill Run Condominium (the "Association"). The address is 197 Gray Road, Gray, Maine. These By-Laws have been adopted as required by Section 1603-106 of the Act to govern this Unit Owner's Association of the Condominium (hereinafter called the "Association").

1.2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof.

1.3. Office. The principal office of the Association and the Executive Board shall be located at 110 Marginal Way, Suite 193, Portland, ME 04101 or at such other location as the Executive Board may designate from time to time.

1.4. Corporation Law. Except as otherwise expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of the Maine Nonprofit Corporation Act, Title 13-B of the Maine Revised Statutes of 1964, as amended (the "Nonprofit Corporation Act") and the "Board of Directors" described therein shall be referred to herein and in the Declaration as the "Executive Board."

1.5. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in said Declaration to which these By-Laws pertain or, if not defined therein, the meanings specified or used for such terms in the Act.

**ARTICLE II
The Association**

2.1. Composition, Powers and Duties. The composition, powers and duties of the Association are as set forth in the Declaration.

2.2. Nontransferability of Interests. Except as provided herein or in the Declaration, membership shall not be transferable. The membership of each Unit Owner shall terminate upon a sale, transfer or other disposition, other than by mortgage, of the ownership interest of such Unit Owner in the Property, accomplished in accordance with the provisions of the Declaration, and thereupon the membership and any interest in the Reserve Fund and other common funds shall automatically transfer to and be vested in the next Owner or Owners succeeding to such ownership interest.

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

2.3. Meetings of Members. Meetings of the membership shall be held at the principal office of the Association or at such other place as may be specified in the notice of the meeting.

2.4. Annual Meetings. The annual meeting of the members shall be held each year on or about the last Tuesday of the month of October. In the event that the day for which an annual meeting is scheduled is a legal holiday, then the meeting shall be held on the first day thereafter which is not a legal holiday. At such meetings there shall be elected by ballot of the members an Executive Board in accordance with the provisions of Article III. The members shall also transact such other business as may properly come before them.

2.5. Special Meetings. The President shall call a Special Meeting of the Association if so directed by resolution of the Executive Board or upon the written request of one (1) Unit owner presented to the Clerk. The notice of any Special Meeting shall state the time, the place and purpose thereof. Such meetings shall be held within thirty (30) days after receipt by the President of said resolution or written request; provided, however, if the purpose included the consideration of the rejection of a capital expenditure pursuant to Section 5.9 herein, such meeting shall be held within fifteen (15) days after receipt by the President of said resolution or written request.

2.6. Notice of Meeting. It shall be the duty of the Secretary, or upon his failure or neglect then of any other officer, to give notice of each annual or special meeting, the time and place of the meeting, and the items on the agenda for that meeting, including the general nature of any proposed amendment to the Declaration or these By-Laws, any budget changes and any proposal to remove a member of the Executive Board or officer, to each member of record including the Declarant as long as it is the Owner of record of a Unit and to each Eligible Mortgage Holder. With respect to any annual or special meeting such notice shall be so mailed at least ten (10) days but no more than forty-five (45) days prior to the date so set for the meeting.

2.7. Quorum. The presence, either in person or by proxy, of the Owners of the Units to which are allocated at least All of the Votes in the Association shall be requisite for and shall constitute a quorum for the transaction of business at all meetings of members.

2.8. Adjournment of Meetings. If at any meeting of members a quorum shall not be in attendance, those members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time at which the original meeting was called.

2.9. Votes in Association. The Vote in the Association allocated to each Unit is listed on Schedule B of the Declaration.

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

2.10.Voting. Voting shall be in accordance with Section 1603-110 of the Act and the Declaration, including, but not limited to, Section 1603-110(b). If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the members to cast the votes allocated to such Unit or Units.

2.11.Majority Vote Required. Unless by express provisions of the Act, these By-Laws or the Declaration a different vote is required, each question presented at a meeting shall be determined by a vote of a majority of Unit Owners. As used in these By-Laws, the term "majority of Unit Owners" shall mean the Unit Owners of those Units to which are allocated more than fifty percent (50%) of the total authorized Votes allocated to all of the Units that are present in person or by proxy and voting in any meeting of the Association at which a quorum is present as determined in accordance with Paragraph 2.7.

2.12.Informal Action. Any action required or permitted to be taken at any meeting of the members may be taken without a meeting if a written consent thereto is signed by all the members. The Secretary shall file such written consent with the records of the meetings of the members and such consent shall be treated as a unanimous vote of members for all purposes.

2.13.Order of Business. The order of business at all meetings of the members shall be as follows:

- (a) Roll call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting for approval of same;
- (d) Reports of Executive Board or of officers or of the manager;
- (e) Reports of committees, if any;
- (f) Election of inspectors of elections (when so required);
- (g) Election of members of the Board of Directors (when so required);
- (h) Unfinished business;
- (i) New Business.

At all meetings of the Association or of the Executive Board, Robert's Rules of Order, as then amended, shall be followed, except in the event of conflict in which these By-Laws or the Declaration, as the case may be, shall prevail.

**ARTICLE III
Executive Board**

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

3.1. Number and Qualification. The affairs of the Association shall be governed by an Executive Board composed of three (3) persons. During the period of Declarant control, as provided in the Declaration, the Executive Board shall be composed of three (3) persons who shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The appointees of the Declarant need not be Unit Owners. After the end of the period of Declarant control, the Executive Board shall be composed of three (3) individuals, as the Board may determine from time to time. A majority of the Executive Board shall be a Unit Owners. In the case of a Unit Owner which is a corporation, partnership, trust or estate, a designated agent who is a shareholder, partner or beneficiary thereof may be appointed as a member of the Executive Board. A Unit Owner must be current in the payment of all condominium and parking fees to be elected (or have its agent elected) to the Executive Board.

3.2. Election and Term of Office. The members of the Executive Board shall be elected as follows:

3.2.1. At the annual meetings of the Association, subject to Paragraph 16 of the Declaration, the election of members of the Executive Board shall be held. The term of office of each Executive Board member shall be fixed at four (4) years, so that after the Declarant Control Period ends, one-half (2) of the Executive Board may be replaced at each annual meeting. Each member of the Executive Board shall hold office until earlier to occur of the election of his or her respective successor, or his or her death, adjudication of incompetency, removal or resignation. An Executive Board member may be elected to succeed himself or herself for an unlimited number of terms.

3.2.2. Persons qualified to be members of the Executive Board may be nominated for election only as follows:

3.2.2.a. Any Unit Owner may submit to the Secretary at least thirty (30) days before the meeting at which the election is to be held a nomination petition signed by Unit Owners owning at least two (2) Units and a statement that the person nominated is willing to serve on the Executive Board. The Secretary shall mail or hand deliver the submitted items to every Unit Owner along with the notice of such meeting;

3.2.2.b. Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Executive Board for which no more than one (1) person has been nominated by petition.

3.3. Powers and Duties. The Executive Board shall have the powers and duties necessary for the administration of the affairs of the Association and shall have all powers and duties referred

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

to in the Declaration and the Act.

3.4. Delegation of Powers; Managing Agent. The Executive Board may employ for the Condominium a "Managing Agent" or "Manager" at a compensation established by the Executive Board. The managing agent shall perform such duties and services as the Executive Board shall authorize, including but not limited to, all of the duties listed in the Act, the Declaration and these By-Laws; provided, however, where a Managing Agent does not have the power to act under the Act, the Declaration or these By-Laws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Managing Agent all of the powers granted to the Executive Board by the Act, the Declaration and these By-Laws other than the following powers:

3.4.1. To adopt the annual budget and any amendment thereto or to assess any Common Expenses;

3.4.2. To adopt, repeal or amend rules and regulations of the Association;

3.4.3. To designate signatories on Association bank accounts;

3.4.4. To borrow money on behalf of the Association;

3.4.5. To acquire and mortgage Units;

3.4.6. To allocate Limited Common Elements.

Any employment contract between the Managing Agent and the Association must provide that it may be terminated with cause on no more than thirty (30) days' written notice and without cause on no more than ninety (90) days' written notice.

3.5. Removal and Resignation of Members of the Executive Board. Except with respect to members designated by Declarant during the Declarant Control Period, at any regular or special meeting of the Association duly called, any one or more of the members of the Executive Board may be removed with or without cause by Unit Owners entitled to cast at least two-thirds (2/3) of all the votes in the Association, and a successor may then and there be elected to fill the vacancy thus created. A Board member may be removed by vote of a majority of the other Board members if said Board member is not current in the payment of condominium and parking fees. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten (10) days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A Board member may resign by submitting his or her resignation in writing to the President or Secretary of the Executive Board.

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

3.6. Vacancies. Except as set forth in Paragraph 3.1. with respect to members appointed by Declarant, vacancies in the Executive Board caused by reason other than the removal of a member by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced and until a successor shall be elected at the next annual meeting of the Association at which such seat is to be filled upon expiration of the term of his predecessor. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term.

3.7. Organizational Meeting. The first meeting of the Executive Board following each annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Executive Board shall have been elected, and no notice shall be necessary to the newly elected members of the Executive Board in order legally to constitute such meeting, if a majority of the Executive Board members shall be present at such meeting. The Secretary shall give notice of such meeting to each Eligible Mortgage Holder in the manner provided in the Declaration for service of notice upon Eligible Mortgage Holders at least five (5) days before such meeting.

3.8. Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members, but such meetings shall be held at least once every four (4) months during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member and Eligible Mortgage Holder by the Secretary in the manner provided in the Declaration for service of notice upon Unit Owners and Eligible Mortgage Holders, at least ten (10) business days prior to the day named for such meeting.

3.9. Special Meetings. Special meetings of the Executive Board may be called by the President on at least three (3) business days' notice by the Secretary to each member and Eligible Mortgage Holder, given by mail, telegraph or hand delivery, securing a receipt therefor, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of a member of the Executive Board.

3.10. Waiver of Notice. Any member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting unless the sole purpose of the member's attendance is to protest the holding of the meeting. If all members are present at any

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

3.11.Quorum of the Executive Board. At all meetings of the Executive Board one-half of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other.

3.12.Compensation. No member of the Executive Board shall receive any compensation from the Association for acting as such, but may be reimbursed for any expenses incurred in the performance of his duties.

3.13.Conduct of Meetings. The President shall preside at all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and recording of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Executive Board if and to the extent not in conflict with the Declaration, these By-Laws or the Act.

3.14.Action Without Meeting. Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Executive Board shall individually or collectively consent in writing to such action. Any such person's written consent shall be filed with the minutes of the proceedings of the Executive Board.

3.15. Validity of Contracts with Interested Executive Board Members. No contract or other transaction between the Association and one or more of its Executive Board members or between the Association and any corporation, firm or association in which one or more of the Executive Board members are directors or officers, or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

3.15.1 The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board and is noted in the minutes thereof, and the Executive Board authorized, approves or ratifies the contract or transaction in good faith by

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

a vote sufficient for the purpose without counting the vote or votes of such Executive Board member or members, or

3.15.2 The contract or transaction is made in good faith and not unconscionable to the Association at the time it is authorized, approved or ratified.

3.16. Inclusion of Interested Executive Board Members in a Quorum. Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 3.15 herein.

**ARTICLE IV
Officers**

4.1. Designation and Election. The principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board at the annual meeting of such Board. The Executive Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. The President shall be a Unit Owner and a member of the Executive Board. Any other officers may, but need not, be Unit Owners or members of the Executive Board. An officer other than the President may hold more than one office.

4.2. Removal of Officers. Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.

4.3. President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board, shall represent and cast votes on behalf of the Association at meetings of the Association, and have all of the general powers and duties which are incident to the office of President of a nonprofit corporation organized under the laws of the State of Maine including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall cease holding such office at such time as he ceases to be a member of the Executive Board.

4.4. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

direct, maintain a register setting forth the place to which all notices to Unit Owners and Eligible Mortgage Holders, hereunder and pursuant to the Declaration, shall be delivered and, in general, perform all the duties incident to the office of secretary of a nonprofit corporation organized under the laws of the State of Maine. The Secretary shall, within ten (10) days after receipt of request, provide any person, or cause to be provided to any person, entitled thereto at the expense of the person requesting it a written statement or certification of the information required to be provided by the Association pursuant to Sections 1603-116(h) and 1604-108(b) of the Act and Paragraph 5.2.2.

4.5. Treasurer. The Treasurer shall have the responsibility for the safekeeping of Association funds and securities; keeping full and accurate financial records and books of account showing all receipts and disbursements; the preparation of all required financial data; providing to the Secretary the financial and budgetary information necessary for the Secretary to provide the certifications required by Paragraph 4.4; the deposit of all monies in the name of the Executive Board, the Association or the managing agent, in such depositories as may from time to time be designated by the Executive Board; and, in general, all the duties incident to the office of Treasurer of a nonprofit corporation organized under the laws of the State of Maine.

4.6. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Five Hundred Dollars (\$500.00) shall be executed by the President or the Secretary and the Treasurer of the Association. All such instruments for expenditures or obligations of Five Hundred Dollars (\$500.00) or less may be executed by any one officer of the Association or such other person or employee as the Executive Board may designate in writing.

4.7. Compensation of Officers. No officer who is also a member of the Executive Board shall receive any compensation from the Association for acting as such officer, but may be reimbursed for any out-of-pocket expenses incurred in performing his duties; provided, however, the Secretary and Treasurer may be compensated for their services if the Executive Board determines such compensation to be appropriate.

**ARTICLE V
Operation of the Property**

5.1. Fiscal Year. The fiscal year of the Association shall begin on such date as shall be established by the Executive Board, except for the first fiscal year of the Association which shall begin at the date of incorporation of the Association. The commencement date of the fiscal year so established shall be subject to change by the Executive Board.

5.2. Preparation and Approval of Budget.

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

5.2.1. On or before ninety (90) days before the beginning of the fiscal year for which a Common Expense assessment is made, the Executive Board shall adopt an annual budget for the Association containing an estimate for the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Association to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Condominium Documents or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. The budget shall include such amounts as the Executive Board shall consider necessary to provide working capital, a general operating reserve fund for replacements, capital improvements, and other items which cannot be expected to occur on a regular basis. The budget shall also reflect the separate assessment of Limited Common Expenses.

5.2.2. On or before sixty (60) days before the beginning of the fiscal year for which a Common Expense assessment is made, the Executive Board shall make such budget available for inspection during business hours by any Unit Owner or Mortgagee at the Property and the Secretary shall provide to the Unit Owners and Eligible Mortgage Holders a summary of that budget in reasonably itemized form setting forth the separate amount of the Common Expenses and Limited Common Expenses and shall set a date for a special meeting of the Unit Owners and Eligible Mortgage Holders to consider ratification of such budget not less than fourteen (14) days nor more than thirty (30) days after mailing of such summary of budget accompanied by notice of the special meeting to each Unit Owner and Eligible Mortgage Holder. Unless at the meeting a majority in voting interest of all the Unit Owners reject the proposed budget or revised budget, that budget is ratified irrespective of whether a quorum is present at said meeting. In the event such budget shall be rejected at the meeting, the budget last ratified with respect to the period covered by the proposed budget shall be continued as the budget for the Condominium until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board upon the same conditions as are provided in the subparagraph with respect to the original budget.

5.2.3. Subject to subparagraph 5.2.2., the budget adopted pursuant to this Paragraph shall constitute the basis for determining each Unit Owner's assessments for Common Expenses and Limited Common Expenses and shall automatically take effect at the beginning of the fiscal year for which it is adopted.

5.3. Assessment of Common Expenses. Assessments shall be made no later than thirty (30) days after the budget is adopted except that the first assessment shall be made no later than sixty (60) days after the first conveyance of a Unit to a Purchaser.

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

5.4. End of Fiscal Year. Within ninety (90) days after the end of each fiscal year for which a Common Expense assessment was made, the Executive Board shall prepare and deliver to all Unit Owners and Eligible Mortgage Holders, and to each Mortgagee requesting in writing the same, an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amount collected pursuant to the budget adopted by the Executive Board for such fiscal year.

5.5. Reserves. The Executive Board shall build up and maintain a reasonable reserves for working capital including a general operating reserve fund for current Common Expenses (the "Working Capital Fund") and a reserve fund for contingencies, replacements, capital improvements and other items which cannot be expected to occur on a regular basis (the "Reserve Fund"). However, nothing contained herein shall limit, preclude or impair the establishment of additional funds by the Association so long as the amount credited to, and debited from, any such additional funds are designated for specified purposes authorized by the Condominium Documents. The Working Capital Fund, Reserve Fund and such other funds shall be conclusively deemed to be common funds of the Association and shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America. Neither the Executive Board nor the Treasurer shall commingle in the books and records of the Association any amounts deposited into the Reserve Fund, the Working Capital Fund or such other funds. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are deemed by the Executive Board to be inadequate for any reason, including nonpayment of any Unit Owner's assessment, the Executive Board may at any time levy a further assessment which, depending on whether the reserve is for the benefit of all the Units or fewer than all the Units, shall be assessed against all the Unit Owners according to their respective Common Expense Liabilities or only against the Unit Owners benefitted according to their respective Common Expense Liabilities as between themselves, and which may be payable in a lump sum or in installments as the Board may determine.

5.6. Further Assessments. Subject to Paragraph 5.10., the Executive Board shall give notice to all Unit Owners and Eligible Mortgage Holders of any further assessments on Unit Owners for Common Expenses or Limited Common Expenses accompanied by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, and subject to Paragraph 5.9., become effective with the next monthly payment which is due after the delivery of such notice of further assessment. All Unit Owners so notified shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installment, the amount of such assessment.

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

In addition, the Association shall have the right to levy reasonable fines for violations of the Declaration, these By-Laws and the Rules and Regulations of the Association, and may charge a Unit Owner legal fees and costs related to the enforcement of the provisions of the Declaration, By-Laws and Rules and Regulations.

5.7. Initial Capital Payment. The Declarant, as the agent of the Executive Board, will collect from each initial Purchaser at the time of settlement an "initial capital payment" (and not as a credit against the Purchaser's liability for Common Expenses) equivalent to twice the estimated monthly assessment for Common Expenses and Limited Common Expenses, if any, for such Purchaser's Unit. The Declarant will deliver the funds so collected to the Executive Board to provide the necessary working capital for the Association unless the Declarant has previously made the "initial capital payment" with respect to said Unit, in which case the Purchaser must reimburse the Declarant for such "initial capital payment" to the Association, which the Association shall credit to the account of the Unit Owner who is such Purchaser of a Unit from Declarant. Such funds may be used for certain prepaid items, initial equipment, supplies, organizational costs and other start-up costs, and for such other purposes as the Executive Board may determine. The Declarant must pay the "initial capital payment" to the Association for unsold Units in each portion or phase of the Condominium created by the Declaration no later than sixty (60) days after the first Unit in that portion or phase of the Condominium shall be conveyed to a Purchaser so that the "initial capital payment" shall be made for every Unit in that phase or portion within sixty (60) days after the first Unit in that phase or portion is conveyed to a Purchaser.

5.8. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever it shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

5.9. Rejection of Budget; Limitation of Expenditures. In the event of a rejection of a proposed budget, the Executive Board shall prepare a revised budget, which such revised budget shall be subject to the same procedures as set forth above for the original proposed budget.

5.10. Limitations on Expenditures. The power of the Executive Board to expend funds, incur expenses or borrow money on behalf of the Association is subject to the requirement that the consent of the Owners of Units to which are allocated at least two-thirds (2/3) of the Votes in the Association shall be required to borrow any sum in excess of One Thousand Dollars (\$1,000.00) and to expend

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

funds or incur expenses that it is reasonably anticipated will cause the aggregate amount of all expenses in the budget (including reserves) to be exceeded by more than ten percent (10%) of such aggregate amount after taking into account any projected increases in income.

5.11.Accounts; Audits. All sums collected by the Executive Board with respect to assessments against the Unit Owners or from any other source may be commingled in a single fund or held for each Unit Owner in accordance with his respective Common Expense Liability notwithstanding Paragraph 5.5. All books and records of the Association shall be kept under the direction of the Treasurer or the Manager and in accordance with customary accounting principles and practices.

5.12.Payment Obligations. Each Unit Owner shall pay to the Association or its authorized representative on the first day of each month, or on such other date that the Association may determine in writing, (1) one-twelfth (1/12) of the Common Expenses including Limited Common Expenses, assessed on an annual basis against his Unit in the proportions required in Paragraph 6 of the Declaration and (2) all special assessments, any other sums duly levied against the Unit pursuant to the Declaration, these By-Laws or the Act. If for any reason the Association shall revise the annual budget of the Association in accordance with these By-Laws, and subject to Paragraph 5.10., whereby the Common Expenses or any component thereof may be increased, then commencing on the first day of the first month subsequent to the adoption of such revised budget each Unit Owner shall pay to the Association or its authorized representative one twelfth (1/12) of any such revised annual Common Expenses including Limited Common Expenses assessed against his Unit in the proportions required in Paragraph 6 of the Declaration.

5.13.Interest; Acceleration. Monthly condominium assessments shall be due on the first day of each month. If any such assessments are not paid by the 10th day of the month, a late fee of the greater of \$10 or four percent (4%) of the amount due will be charged. Interest shall be imposed after the 10th day of the month on the principal amount unpaid from the date when due until paid at a rate of 18% per annum. If any Unit Owner is more than fifteen (15) days delinquent, a letter shall be sent to that Unit Owner giving said Unit Owner ten (10) days' notice prior to the institution of any collection proceedings or other legal proceedings.

5.14.Liens for Assessments. The total annual assessment levied against each Unit for Commons Expenses including Limited Common Expenses, special assessments, and any other sums duly levied against the Unit pursuant to the Declaration, these By-Laws or the Maine Condominium act, including all interest thereon and charges for late payment thereof and legal fees and other costs of collection thereof, and fines, penalties and fees as provided in the Declaration or these By-Laws shall, until fully paid, constitute a lien against the Unit in favor of the Association as provided in Section 1603-116 of the Maine Condominium Act. Such lien shall, with respect to annual assessments and revised annual assessments, be effective on the first day of each fiscal year of the

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

Association with respect to the full amount of the annual assessments or revised annual assessments.

With respect to special assessments and other sums duly levied including interest, charges for late payments, legal fees, costs of collection, fines, penalties and fees, such lien shall be effective on the first day of the next month which begins more than ten (10) days after delivery to the Unit Owner of notice of such special assessment or levy. Such lien is prior to all other liens and encumbrances on a Unit except (1) liens and encumbrances recorded before the recordation of the Declaration, (b) a first Mortgage recorded before or after the date which the assessment sought to be enforced becomes delinquent, and (c) liens for real estate taxes and other governmental assessments or charges against the Units, provided, however, that such lien is not subject to the provisions of 14 M.R.S.A. Section 4651 and 18-A M.R.S.A. Section 2-201 et seq., as they or their equivalents may be amended or modified from time to time.

**ARTICLE VI
Insurance**

6.1. Policies. The Association shall maintain insurance in accordance with Section 1603-113 of the Act. In addition to the foregoing, policies purchased by the Association shall provide the following:

6.1.1. Hazard Insurance. The blanket policy purchased by the Association shall cover all of the Property, including Common and Limited Common Elements and including fixtures, building service equipment, and common personal property and supplies belonging to the Association. Such policy shall also cover fixtures, equipment and other personal property inside individual Units, whether or not part of the Common Elements. Such policy shall cover one hundred percent (100%) of the then current replacement cost of all property, including individual Units. Such policy shall include the following endorsements: (a) Agreed amount and inflation guard; (b) Construction code endorsements; and (c) Steam Boiler Coverage Endorsement providing at least Fifty Thousand Dollars (\$50,000.00) coverage for each accident, if applicable. Such policy shall provide for the recognition of any Insurance Trust Agreement. Such policy shall show the following as named insured: "Mill Run Condominium Association," for the use and benefit of the individual Units Owners and must also name as a named insured any holder of a first mortgage, "its successors and assigns." Unit owners shall insure the unit owner's personal property, the unit owner's real property as defined by the Declaration and for liability within their own units.

6.1.2. Flood Insurance. If any part of the Property is in a flood hazard area as defined by the Federal Emergency Management Agency, the Association shall maintain a master or blanket flood insurance policy. Such policy shall cover all buildings and other property, real or personal,

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

located within the flood area. The amount of such insurance shall be equal to at least the lesser of (a) one hundred percent (100%) of the then current replacement cost of all property in the flood area, or (b) the maximum coverage available for the property under the National Flood Insurance Program.

6.1.3. Liability Insurance. Liability insurance required under the Act shall also include all areas under supervision of the Association, including commercial spaces owned by the Association even if leased to others. Such policies shall be in an amount of at least Five Hundred Thousand Dollars (\$500,000.00), or in such amount as the Federal National Mortgage Association may require. Such policy shall also include coverage for any legal liability related to employment contracts in which the Association is a party.

6.2. Insurance Trustee. The Executive Board of the Association is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each Mortgagee and Eligible Mortgage Holder and for each owner of any other interest in the Property for the purpose of purchasing and maintaining the insurance described herein, the collection and appropriate disposition of the proceeds thereof with any bank or trust company authorized to do business in the State of Maine as trustee for all Unit Owners and their Mortgagees as their respective interests may appear (the "Insurance Trustee"), to hold any insurance proceeds in trust for disbursement as provided in Paragraph 6.3., the negotiation of losses and execution of releases of liability, and the execution of all documents and the performance of all other acts necessary to accomplish such purposes.

6.3. Losses; Adjustment and Payment; Insurance Trustee. Any loss covered by the insurance policies described in Paragraph 6.1. shall be adjusted with the Association by its Executive Board, but the insurance proceeds for said loss shall be payable to the Insurance Trustee designated for that purpose as provided in subparagraph 6.2., or otherwise to the Association, and not to any Mortgagee. The Insurance Trustee or the Association shall hold any insurance proceeds in trust for Unit Owners, Mortgagees and other lien holders as their interests may appear. Subject to the provisions of Paragraph 6.2. and subparagraph 7.2.3., the proceeds shall be disbursed first for the repair or restoration of the damage to the Property, and Unit Owners, Mortgagees and other lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged Common Elements and Units have been repaired or restored, the decision has been made not to repair or restore the damage as provided in Paragraph 7.1., or the Condominium is terminated.

6.4. Memoranda, Cancellation, Additional Required Provisions. All insurers that shall issue an insurance policy or policies under this Article shall issue certificates or memoranda of insurance to the Association and, upon request, to any Unit Owners or Mortgagee. No such insurer issuing a

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

policy may cancel (including cancellation for non-payment of premium), substantially modify or refuse to renew such policy or policies until twenty (20) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, the managing agent, each Unit Owner and each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

**ARTICLE VII
Repair and Reconstruction after Fire or Other Casualty**

7.1. When Repair and Reconstruction are Required. In the event of damage to or destruction of all or any part of the Property as a result of fire, other casualty or the exercise of the power of eminent domain, the Executive Board on behalf of the Association shall promptly arrange for and supervise the prompt repair, replacement and restoration thereof. Such repair or restoration shall be substantially in accordance with this Declaration, the Plats and Plans and the original plans and specifications therefore unless (a) the Condominium is terminated, or (b) repair, replacement or restoration would be illegal under any state or local health, safety, land-use or environmental statute, code or ordinance, or (c) eighty percent (80%) of the Unit Owners and the Eligible Mortgage Holders holding Mortgages on Units to which are allocated at least fifty-one percent (51%) of the Votes in the Association vote not to repair, restore or replace the damaged or destroyed Property, and such decision is approved by every Owner of a Unit or assigned or allocated Limited Common Element, which will not be repaired, replaced or restored, and by all Eligible Mortgage Holders of all Mortgages thereon.

7.2. Procedure for Reconstruction and Repair. If repair, replacement or restoration shall be required pursuant to Paragraph 7.1.:

7.2.1. Cost Estimates. The Executive Board shall promptly obtain reliable and detailed estimates of the cost of repairing and restoring such portion substantially in accordance with this Declaration, the Plats and Plans and original building plans and specifications therefore unless other action is approved by at least sixty-seven percent (67%) in voting interest of the Unit Owners and the Eligible Mortgage Holders holding Mortgages on Units which are allocated at least fifty-one percent (51%) of voting interest in the Association. Such costs may also include professional fees and premiums for such bonds as the Insurance Trustee may determine to be necessary.

7.2.2. Assessments. If the net proceeds of insurance, if any, are not sufficient to defray such estimated costs of reconstruction, repair, replacement and reconstruction, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

for replacement funds, and any such excess costs shall be deemed a Common Expense, and a special assessment therefor shall be levied by the Association.

7.2.3. Construction Fund and Disbursement. The proceeds of insurance collected on account of the casualty, and the sums received by the Association from collections of assessments against Unit Owners pursuant to subparagraph 7.2.2. on account of such casualty or taking, shall constitute a construction fund which shall be held in trust by the Insurance Trustee or Association as provided in Paragraph 6.2. and disbursed in payment of the costs of reconstruction and repair in a manner which would normally be used by any prudent financial institution advancing construction funds. Any holder of a first mortgage shall have the right to inspect building plans, construction schedules and contractors.

7.3. Damage or Destruction; No Repair or Replacement. If the entire Condominium is not repaired or replaced:

7.3.1. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium as determined by the Executive Board or Architect;

7.3.2. The insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners and Mortgagees of those Units, as their insurable interests may appear, and the Owners and Mortgagees of the Units to which those Limited Common Elements were assigned or allocated, as their insurable interests may appear; and

7.3.3. The remainder of the proceeds shall be distributed to all the Unit Owners and Mortgagees, as their insurable interests may appear, in proportion to their respective Common Element Interests or the Common Element Interests subject to their respective Mortgages.

7.3.4. If the Unit Owners and their Mortgagees vote not to rebuild any Unit, that Unit's entire Allocated Interest shall be automatically reallocated upon said vote as if the Unit had been condemned, and the Association shall prepare, execute and record an amendment to this Declaration reflecting the reallocations. Notwithstanding any provision of this Article VII to the contrary, Section 1602-118 of the Act governs the distribution of insurance proceeds if the Condominium is terminated.

7.4. Mortgagee Priority. No provision of the Condominium Documents shall be deemed or construed to give a Unit Owner, or any other person, priority over the rights of any Eligible Mortgage Holder pursuant to its Mortgage in the case of a distribution to Unit Owners of insurance

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

proceeds or condemnation awards for losses to or a taking of Units, Common Elements, or both.

**ARTICLE VIII
Records of Information**

8.1. Title. Every Unit Owner shall promptly cause to be duly recorded the deed, lease, assignment, or other conveyance to him of his Unit or other evidence of his title thereto and file such evidence of his title with the Executive Board through the Secretary or Manager. The Secretary shall maintain such information in the record of ownership of the Association.

8.2. Availability of Information. The Association shall make available at the Condominium to Unit Owners, lenders and the holders, insurers and guarantors of the first Mortgage on any Unit, for inspection at the Property, current copies of the Declaration, these By-laws and the rules and regulations governing the Property and other books, records and financial statements of the Association. The Association shall also make available to Eligible Mortgage Holders, Eligible Insurers, Unit Owners and prospective purchasers at the cost of the person requesting the same current copies of the Declaration, these By-Laws and the rules and regulations governing the Property.

**ARTICLE IX
Amendments**

9.1 General Requirements; Consent of Declarant or Holders of Mortgages; Curative Amendments to Bylaws. Except as otherwise provided in any one or more of these Bylaws, the Declaration or the Act, these Bylaws may be amended by the approval of a majority of the aggregate votes in the Association, cast by Unit owners in person or by proxy at a duly convened meeting at which a quorum is present; provided, however that no amendment seeking (i) to abandon, partition, subdivide, encumber, sell or transfer any portion of the Common Elements, or (ii) to abandon or terminate the condominium form of ownership of the Property, except as otherwise provided in the Declaration, shall be effective without the prior written approval of all eligible mortgage holders. Notwithstanding the foregoing, amendments of a material nature must be approved by Unit owners entitled to cast at least seventy-five percent (75%) of the aggregate votes in the Association and by eligible mortgage holders representing at least seventy-five percent (75%) of the votes of Units subject to mortgages held by eligible mortgage holders. A change to any of the following would be considered material:

- (a) voting rights;

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

- (b) assessments, assessment liens, or subordination of assessment liens;
- (c) reserves for maintenance, repair and replacement of Common Elements;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the Common or Limited Common Elements, or rights to their use;
- (f) boundaries of any Unit;
- (g) convertibility of Units into Common Elements or vice versa;(h) expansion or contraction of the Condominium; or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;
- (j) leasing of Units;
- (k) restriction of a Unit owner's right to sell or transfer the owner's Unit;
- (l) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the condominium documents;
- (m) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (n) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

9.1.2 Additionally, if any amendment is of a non-material nature, or in the judgment of the Executive Board, is necessary to cure any ambiguity or to correct or supplement any provision of these Bylaws that is defective, missing or inconsistent with any other provision herein, or with the Act or the Declaration, the approval of an eligible mortgage holder may be assumed when such a mortgage holder fails to submit a written response to any written proposal for an amendment within thirty (30) days after the proposal is made, and the Executive Board, acting through the President, may effect an appropriate amendment without the approval of the Unit owners.

9.2. Amendments to the Declaration. The Declaration may be amended pursuant to the provisions of the Act and the Declaration. The President is empowered to prepare and execute any amendments to the Declaration on behalf of the Association and the Clerk is empowered to attest, seal with the Association's corporate seal and record any such amendments on behalf of the Association.

**ARTICLE X
Corporate Seal**

10.1. Seal. The Association may have a seal in circular form having within its circumference

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

the words:

Mill Run Condominium
2017
MAINE

**ARTICLE XI
Notices**

11.1. To Unit Owners. All notices, demands, bills, statements or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be deemed to have been duly given if delivered personally securing a receipt therefor, or sent by United States mail, postage prepaid, or if such notifications are of a default or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Unit Owner at the address which the Unit Owner shall designate in writing and file with the Secretary of the Association, or if no such address is so designated, the address of the Unit of which such Unit Owner is the record owner thereof.

11.2. To the Association. All notices, demands, statements or other communications affecting the Condominium given by the Unit Owner to the Association shall be in writing and shall be deemed to have been duly given to the Association if delivered personally securing a receipt therefor, or sent by United States mail, postage prepaid, return receipt requested, addressed to the Association at the principal office of the managing agent, or if there shall be no managing agent, then to the Secretary of the Association at the address of the Unit of which the Secretary is the record Unit Owner thereof.

11.3. To Eligible Mortgage Holder, etc. All notices demands, statements or other communications affecting the Condominium given by the Association to any Eligible Mortgage Holder and Eligible Insurer shall be in writing and shall be deemed to have been duly given by the Association if delivered personally securing a receipt therefor, or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to Paragraph 18(a) of the Declaration and to the Eligible Insurer at the address provided.

**ARTICLE XII
Miscellaneous**

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT C
CONDOMINIUM BYLAWS**

12.1. Remedies Cumulative. All rights, remedies and privileges granted to the Executive Board or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party hereunder or by any instruments or documents incorporated herein by reference or at law or in equity.

12.2. Captions. The headings in these By-Laws are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. Any tables of contents or indices attached to these By-Laws are for purposes of reference and convenience only and shall neither limit nor otherwise affect the meaning hereof nor be deemed as part of these By-Laws. References in these By-Laws to Articles, Paragraphs, Subparagraphs and Schedules without references to the document in which they are contained are references to these By-Laws. Schedules are attached to and are an integral part of these By-Laws. Any Exhibits are attached to these By-Laws for purposes of identification only and shall not be deemed as part of these By-Laws.

12.3. Gender, Number, Etc. The use of the singular number in these By-Laws shall be deemed to include the plural, the plural the singular, and the use of any one gender shall be deemed applicable to all genders.

12. 4. Severability. The invalidity of any provisions of these By-Laws shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder o these By-Laws, and in such event, all of the other provisions of these By-Laws shall continue in full force and effect as if such invalid provisions had never been included herein.

THE END

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT D
STORMWATER MANAGEMENT PLAN**

Maintenance of Stormwater Facilities

The stormwater facilities will be maintained by the Applicant, Green SIP Construction, Inc. or their assigned heirs. The contract documents will require the contractor to designate a person responsible for maintenance of the sedimentation control features during construction as required by the Erosion Control Report. Long-term operation/maintenance recommended for the stormwater facilities is presented below.

The responsible party may contract with such professionals, as may be necessary in order to comply with this provision and may rely on the advice of such professionals in carrying out its duty hereunder, provided, that the following operation and maintenance procedures are hereby established as a minimum for compliance with this section. A maintenance log of the inspections shall be kept by the responsible party.

Inspection and Maintenance Frequency and Corrective Measures:

The following areas, facilities, and measures will be inspected and the identified deficiencies will be corrected. Clean-out must include the removal and legal disposal of any accumulated sediments and debris.

Catch Basins:

Inspect catch basins 2 times per year (preferably in Spring and Fall) to observe that the catch basins are working in their intended fashion and that they are free of debris. Clean structures when sediment depths reach 12" from invert of outlet. If the basin outlet is designed with a hood to trap floatable materials (i.e. Snout), check to ensure watertight seal is working. At a minimum, remove floating debris and hydrocarbons at the time of the inspection.

Culverts:

Inspect culverts 2 times per year (preferably in Spring and Fall) to observe that the culverts are working in their intended fashion and that they are free of debris. Remove any obstructions to flow; remove accumulated sediments and debris at the inlet, at the outlet, and within the conduit and repair any erosion damage at the culvert's inlet and outlet.

Vegetated Areas:

Inspect slopes and embankments early in the growing season to identify active or potential erosion problems. Replant bare areas or areas with sparse growth. Where rill erosion is evident, armor the area with an appropriate lining or divert the erosive flows to on-site areas able to withstand the concentrated flows. The facilities will be inspected after major storms and any identified deficiencies will be corrected.

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT D
STORMWATER MANAGEMENT PLAN**

Roadways and Parking Surfaces: Clear accumulations of winter sand in parking lots and along roadways at least once a year, preferably in the spring. Accumulations on pavement may be removed by pavement sweeping. Accumulations of sand along road shoulders may be removed by grading excess sand to the pavement edge and removing it manually or by a front-end loader. Repair potholes and other roadway obstructions and hazards. Plowing and sanding of paved areas shall be performed as necessary to maintain vehicular traffic safety.

Inlet/Outlet Control Structures:

Inspect structures and piping 2 times per year (preferably in Spring and Fall) to ensure that the structures are working in their intended fashion and that they are free of debris. Remove any obstructions to flow; remove accumulated sediments and debris within the structure.

Stormdrain Outlets:

Inspect outlets 2 times per year (preferably in Spring and Fall) to ensure that the outlets are working in their intended fashion and that they are free of debris. Remove any obstructions to flow; remove accumulated sediments and debris at the outlet and within the conduit. Repair any erosion damage at the stormdrain outlet.

Soil Filter – Grassed Underdrained Soil Filter:

Inspect all upstream pre-treatment measures 2 times per year (preferably in Spring and Fall) for sediment and floatables accumulation. Remove and dispose of any sediments or debris.

Surface (Underdrain Pond, Swale or Bio-Filter):

The soil filters shall be inspected within the first three months after construction; thereafter the filters shall be inspected 2 times per year (preferably in Spring and Fall) to ensure that the filter is draining within 24 to 48 hours of a rain event equivalent to 1" or more.

Adjustments shall be made to the outlet valve, by opening or closing valve, to ensure that the grassed underdrain soil filter drains within 24 to 48 hours. Failure to drain in 72 hours will require part or all of the soil filter media to be removed and replaced with new material meeting the soil filter gradation. The facilities shall be inspected after major storms and any identified deficiencies shall be corrected. Harvesting and weeding of excessive growth shall be performed as needed. Inspect for unwanted or invasive plants and remove as necessary.

Ditches, Swales and other Open Stormwater Channels:

Inspect 2 times per year (preferably in Spring and Fall) to ensure they are working in their intended fashion and that they are free of sediment and debris. Remove any obstructions to flow, including accumulated sediments and debris and vegetated growth. Repair any erosion of the ditch lining. Vegetated ditches will be mowed at least annually or otherwise maintained to control the growth of woody vegetation and maintain flow capacity. Any

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT D
STORMWATER MANAGEMENT PLAN**

woody vegetation growing through riprap linings must also be removed. Repair any slumping side slopes as soon as practicable. If the ditch has a riprap lining, replace riprap on areas where any underlying filter fabric or underdrain gravel is showing through the stone or where stones have dislodged. Correct any erosion of the channel bottom or sideslopes. The facilities shall be inspected after major storms and any identified deficiencies shall be corrected.

Recertification

As part of the Stormwater Permit, the applicant is required to meet the standards in Appendix B of the Chapter 500 Rules. Appendix B states that a project must submit a certification of the following to the department within three months of the expiration of each five-year interval from the date of issuance of the permit.

- i. Identification and repair of erosion problems. All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.
- ii. Inspection and repair of stormwater control system. All aspects of the stormwater control system have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the system, or portions of the system.
- iii. Maintenance. The erosion and stormwater maintenance plan for the site is being implemented as written, or modifications to the plan have been submitted to and approved by the department, and the maintenance log is being maintained.

Housekeeping

The following procedures are hereby established as a minimum for compliance with this section. For further information on the procedures listed below, refer to MDEP Chapter 500 rules – Appendix C.

Spill Prevention:

Appropriate spill prevention, containment, and response planning/implementation shall be used to prevent pollutants from being discharged from materials on site.

Groundwater Protection:

During construction, hazardous materials with the potential to contaminate groundwater shall not be stored or handled in areas of the site which drain to an infiltration area.

Fugitive Sediment and Dust:

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT D
STORMWATER MANAGEMENT PLAN**

Appropriate measures shall be taken to ensure that activities do not result in noticeable erosion of the soils and water and/or calcium chloride shall be used to ensure that activities do not result in fugitive dust emissions during or after construction.

Debris and Other Materials:

Litter, construction debris, and chemicals exposed to stormwater must be prevented from becoming a pollutant source.

Trench or Foundation De-watering:

Water collected through the process of trenching and/or de-watering must be removed from the ponded area, and must be spread through natural wooded buffers or other areas that are specifically designed to collect the maximum amount of sediment possible.

Non-stormwater Discharges:

Identify and prevent contamination by non-stormwater discharges.

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT D
STORMWATER MANAGEMENT PLAN**

STORMWATER POLLUTION PREVENTION PLAN

INSPECTION REPORT

PROJECT INFORMATION

Project Name: West Cumberland Multiplex Units

Address: Route 100
 Cumberland, Maine

CONTRACTOR/SUBCONTRACTOR INFORMATION

Inspector Name: _____

Firm: _____

Title: _____

Qualifications: _____

INSPECTION SUMMARY

Date of Inspection: _____

Major Observations: _____

THE FACILITY IS IN COMPLIANCE WITH THE STORMWATER POLLUTION PREVENTION
PLAN WITH THE FOLLOWING EXCEPTIONS:

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT D
STORMWATER MANAGEMENT PLAN**

ACTIONS NECESSARY TO BRING FACILITY INTO COMPLIANCE:

REQUIRED MODIFICATIONS TO STORMWATER POLLUTION PREVENTION PLAN
(MUST BE IMPLEMENTED WITHIN 7 DAYS OF INSPECTION):

CERTIFICATION STATEMENT:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the systems, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

Signature

Typed Name

**DECLARATION OF CONDOMINIUM
MILL RUN CONDOMINIUM
CUMBERLAND, MAINE
EXHIBIT D
STORMWATER MANAGEMENT PLAN**

Title

Date



**Response to Hydrogeologic Review
of Sevee & Maher Engineers, Inc
West Cumberland Multiplex Units,
Route 100, Cumberland**

Date: February 27, 2017

To: Christi Holmes, Design Engineer
Gorrill Palmer
707 Sable Oaks Drive, Suite 30
South Portland, ME 04106

RE: Response to Attachment A of Sevee & Maher Peer Review

Christi:

I reviewed the comments submitted by Andrew Gobeil, C.G., L.S.E., of Sevee & Maher and found them to be constructive. There are seven bulleted items in the review, to which I will reply in numerical order.

- 1) The submittal did not depict the nitrate plumes on Drawings C100 and C102. This information is now provided to you. The orientation of the plumes is N 50 E (true) and the plumes are less than 300 feet in length.
- 2) Additional test pits were dug by excavator on February 23, 2017. Eleven test pits were dug and soil logs are attached. One of the purposes of digging more soil test pits was to better delineate the extent of shallow bedrock conditions on the property. My interpretation of the extent of the shallow (i.e. less than 5 feet below ground surface) bedrock conditions on the property can be depicted on a plan sheet with the plumes.

The presence of a minor bedrock knob, whose outcrop pattern matches the depiction of Hollis (HsE) on the soil map, and which extends onto the subject property as a shelf covered by a thin deposit of sands and sandy loam, is not of sufficient hydrologic influence to alter the area-wide movement of groundwater to the northeast. The groundwater flow direction is estimated as N 50 E (true), as depicted on the detail of the Significant Aquifers Map.

That being said, the presence of shallow bedrock in the vicinity of any wastewater disposal system could affect the flow of the plume on a local scale. Therefore, all wastewater disposal areas are now located away from the presence of shallow bedrock, as determined by the test pits.

- 3) Each housing unit will be served by an advanced treatment unit, comprised of an aerating treatment tank anterior to the standard 1000 gallon septic tank. The addition of the aerating treatment tank satisfies the requirement in the *Rules* for increased tank capacities.
- 4) The 200 foot plume length was calculated for a disposal field of 720 gallons per day. Because the five disposal areas are in close proximity, it does make sense to model the behavior of the aggregate plume, to see if added disposal systems increase the plume size. To do this a single system 48' x 100' was modeled using the same parameters. This would be the worst case scenario, as the five actual wastewater systems are not as closely packed as a 48' x 100' system.

The concentration curve is attached, and indicates the 5 mg/liter level would be attained in 250 to 300 feet from the disposal area. The disposal areas are located to maintain that setback from the far side of Tammy Lane, which is the property extent.

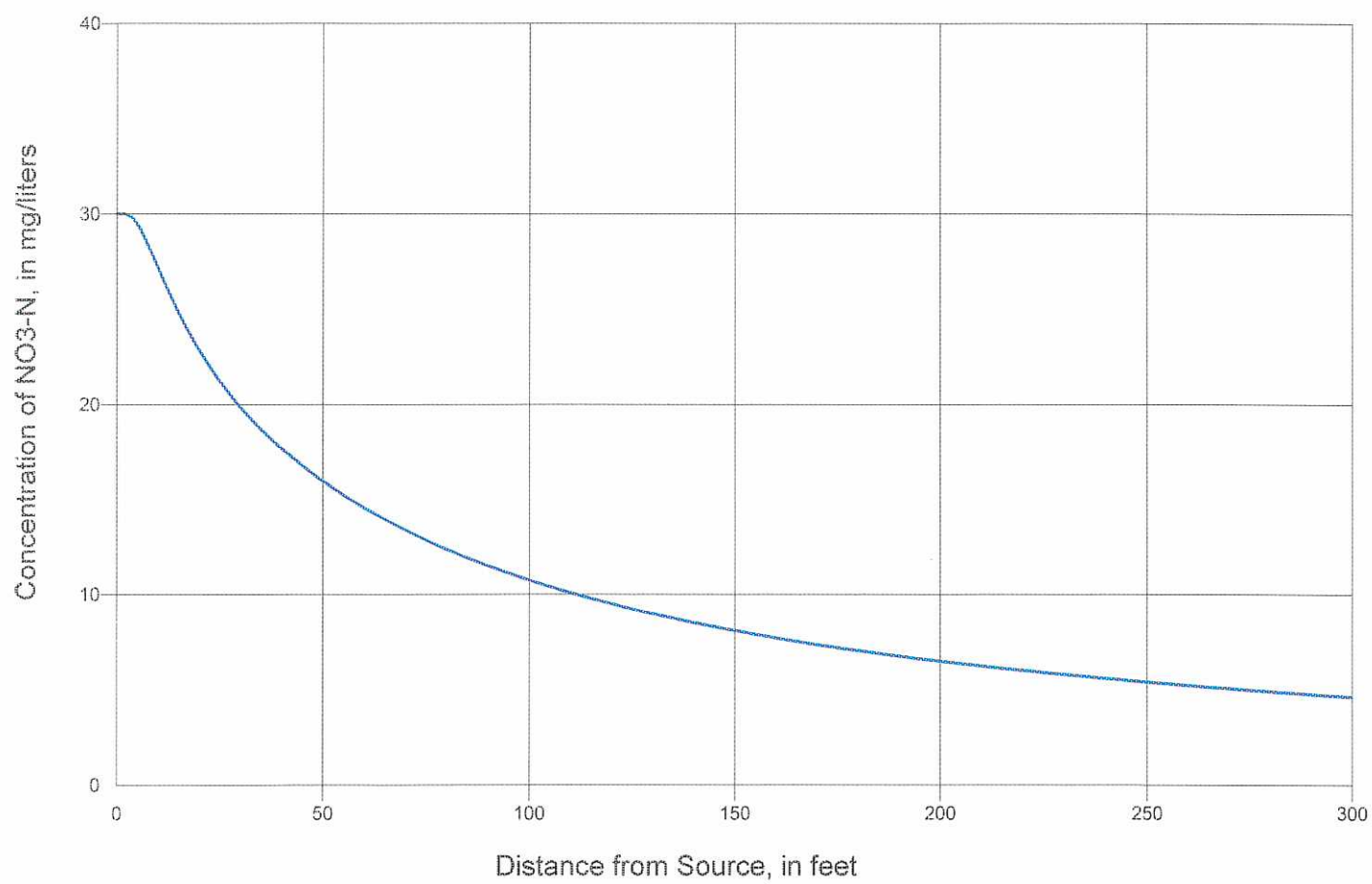
- 5) The proximity of the five wastewater disposal areas does require that each disposal area maintain the setbacks required of an Engineered System, according to the Rules. However, the systems are not otherwise regarded as an Engineered System, as there are no shared components between systems. I take the setback requirement to apply to the disposal areas, and not the standard septic and aeration tanks (from building foundations, for example).
- 6) The additional test pits dug February 23, 2017 were done, in part, to ensure that a representative soil profile and condition log was obtained for each of the five wastewater disposal areas. These added test pits (TP-18 through 28), are depicted on the plans.
- 7) There are no water wells within 300 feet of any of the five wastewater disposal areas. There are two wells serving two residences on Tammy Lane. Both were located by GPS and exceed the 300 foot setback, as required under the Engineered System setback rules.

Please contact me as soon as possible if you have questions or concerns.



Mark Cenci, C.G., L.S.E.

NO₃-N Plume from 48' x 100' System



Mark Cenci Geologic, Inc.

93 Mill Road • North Yarmouth, Maine 04097
Cell: 207.329.3524 • mark@markcenci.com
www.markcenci.com

CERTIFIED GEOLOGIST/LICENSED SITE EVALUATOR



ALLEN FARM RE-DEVELOPMENT, RT 100 CUMBERLAND 2-23-17

Observation Hole # TP-26 ☒ Test Pit ☐ Boring

Depth of organic horizon above mineral soil _____"

Texture	Consistency	Color	Mottling
0	SANDY LO. FLIABLE	DARK BRN	
6			
12		BROWN	
18	PEBBLY		
24	SAND		
30			
36			
42			
48			

Soil Profile 5 Classification AIII Slope _____ Limiting Factor 43 ☐ Groundwater ☐ Restrictive Layer ☒ Bedrock ☐ Pit Depth

Observation Hole # TP-27 ☒ Test Pit ☐ Boring

Depth of organic horizon above mineral soil _____"

Texture	Consistency	Color	Mottling
0			
6	SANDY	DARK	
12	LOAM	FLIABLE BROWN	
18			
24			
30	MEDIUM		NO BEDROCK
36	SAND	LOOSE BROWN	TO
42			-8'
48			

Soil Profile 5 Classification B Slope _____ Limiting Factor - ☐ Groundwater ☐ Restrictive Layer ☐ Bedrock ☐ Pit Depth

Observation Hole # TP-28 ☒ Test Pit ☐ Boring

Depth of organic horizon above mineral soil _____"

Texture	Consistency	Color	Mottling
0	SANDY LOAM	FLIABLE DARK BROWN	
6			
12	GRAVELLY		
18	SAND	BROWN	
24			
30	COARSE		NONE
36	SAND		TO
42			-72"
48			

Soil Profile 5 Classification B Slope _____ Limiting Factor - ☐ Groundwater ☐ Restrictive Layer ☐ Bedrock ☐ Pit Depth

Observation Hole # _____ ☐ Test Pit ☐ Boring

Depth of organic horizon above mineral soil _____"

Texture	Consistency	Color	Mottling
0			
6			
12			
18			
24			
30			
36			
42			
48			

Soil Profile _____ Classification _____ Slope _____ Limiting Factor _____ ☐ Groundwater ☐ Restrictive Layer ☐ Bedrock ☐ Pit Depth

Site Evaluator Signature

SE #

Date

262

2-27-17



ALLEN FARM RE-DEVELOPMENT RT 100 CUMBERLAND 2-23-17

Observation Hole # TP-18 ☒ Test Pit ☐ Boring
" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0 SANDY LOAM	FRIABLE	DARK BRN.	
6 COARSE		RED	
12 SAND		BROWN	
18 MEDIUM			
24 SAND	LOOSE	BROWN	
30			
36 FINE			NONE TO -60"
42 SAND			
48			
Soil Profile <u>5</u>	Classification Condition <u>B</u>	Slope Percent	Limiting Factor Depth <u>-</u>
<input type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth			

Observation Hole # TP-19 ☒ Test Pit ☐ Boring
" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0 SANDY LOAM	FRIABLE	DK. BRN.	
6			
12 GRAVELLY		RED TO	
18 COARSE		YELLOW	
24 SAND	LOOSE	BROWN	
30		TO	
36		BROWN	
42			NONE TO -60"
48 MED SAND			
Soil Profile <u>5</u>	Classification Condition <u>B</u>	Slope Percent	Limiting Factor Depth <u>-</u>
<input type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth			

Observation Hole # TP-20 ☒ Test Pit ☐ Boring
" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0 LOAMY SAND	FRIABLE	DARK BROWN	
6 PEBBLY		RED	
12 SAND		TO	
18		YELLOW	
24 COARSE	LOOSE	TO	
30 SAND		BROWN	
36			NONE TO -63"
42 MEDIUM			
48 SAND			
Soil Profile <u>5</u>	Classification Condition <u>B</u>	Slope Percent	Limiting Factor Depth <u>-</u>
<input type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth			

Observation Hole # TP-21 ☒ Test Pit ☐ Boring
" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0 SANDY LOAM	FRIABLE	DARK BROWN	
6 GRAVELLY		RED	
12 COARSE		BROWN	
18 SAND		TO	
24 PEBBLY	LOOSE	BROWN	
30 COARSE			NONE TO -64"
36 SAND			
42 MEDIUM			
48 TO COARSE SAND			
Soil Profile <u>5</u>	Classification Condition <u>B</u>	Slope Percent	Limiting Factor Depth <u>-</u>
<input type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth			

Site Evaluator Signature

SE #

Date

262

2-27-17



ALLEN FARM REDEVELOPMENT RT 100 CUMBERLAND 2-23-17

Observation Hole # TP-22 ☒ Test Pit ☐ Boring
" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0			
6	SAND/LOAM	DARK BROWN	
12	FRIABLE		
18			
24	PEBBLY COARSE	BROWN	
30			
36	SAND		
42			NONE TO -60"
48			
Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth
5	B		—
			<input type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth

Observation Hole # TP-23 ☒ Test Pit ☐ Boring
" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0			
6	SAND/LOAM	DARK BROWN	
12			
18	PEBBLY COARSE	LOOSE BROWN	
24	SAND		
30	X		X
36	BEDROCK		
42			
48			
Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth
5	ATII		26
			<input type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input checked="" type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth

Observation Hole # TP-24 ☒ Test Pit ☐ Boring
" Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0			
6	SAND/LOAM	DARK BROWN	
12			
18	PEBBLY		
24	COARSE	LOOSE BROWN	
30	SAND		
36			
42	X		X
48	BEDROCK		
Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth
5	ATII		38
			<input type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input checked="" type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth

Observation Hole # TP-25 ☒ Test Pit ☐ Boring
" Depth of organic horizon above mineral soil

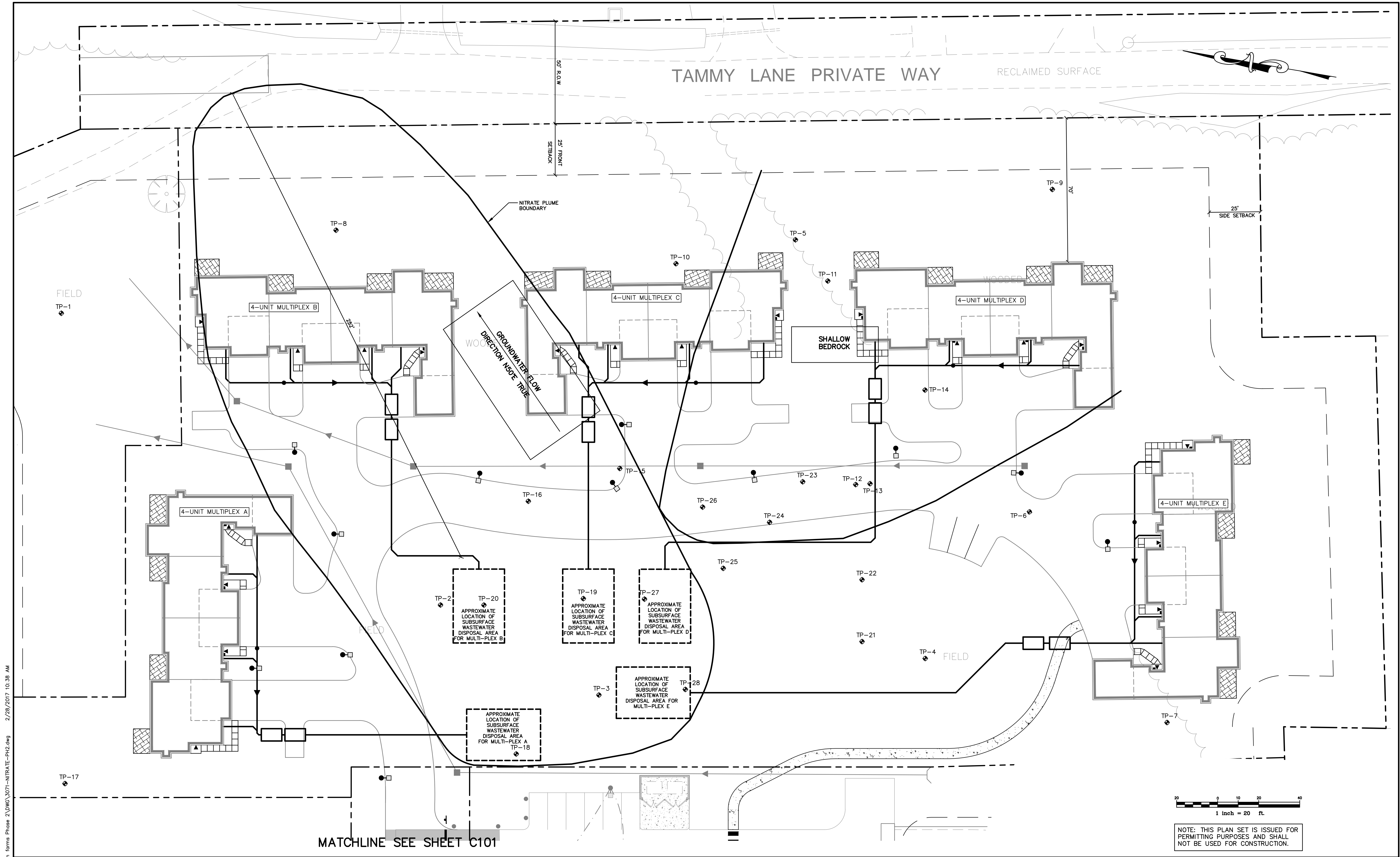
Texture	Consistency	Color	Mottling
0			
6	SAND/LOAM	DARK BROWN	
12	GRAVELLY SAND	RED BROWN	
18			
24	PEBBLY SAND	LOOSE BROWN	
30			
36	MEDIUM SAND		
42			NO BEDROCK TO -72"
48			
Soil Profile	Classification Condition	Slope Percent	Limiting Factor Depth
5	B		—
			<input type="checkbox"/> Groundwater <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth

Site Evaluator Signature

SE #

Date

262 2-27-17



C:\CAD WORKING\3071-Alien Forms Phase 2\DWG\3071-NITRATE-PH2.dwg 2/28/2017 10:38 AM

Rev.	Date	Revision
2	10/25/16	RESPONSE TO COMMENTS
1	9/27/16	TOWN RESUBMISSION

Issued For	Date	By
FINAL SITE AND SUBMISSION REVIEW	2/28/17	AMP
SITE PLAN AND SUBDIVISION REVIEW	5/31/16	DER

Design: CEH	Draft: CG	Date: JULY 2016
Checked: AMP	Scale: 1"=20'	Job No.: 3071
File Name: 3071-NITRATE-PH2.dwg		
This plan shall not be modified without written permission from Gorrill Palmer. Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to Gorrill Palmer.		



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207.772.2515

Drawing Name:	Nitrate Plume By Mark Cenci
Project:	West Cumberland Multiplex Units 197 Gray Road, Cumberland, Maine 04021
Client:	Grun Development, LLC/Green SIP Construction, Inc. 110 Marginal Way, Suite 110, Portland, Maine 04101

Drawing No.	N1
-------------	----

20 0 10 20 40
1 inch = 20 ft.

NOTE: THIS PLAN SET IS ISSUED FOR PERMITTING PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.

MAINE REAL ESTATE TAX PAID

Dennis R. Allen and Patricia Benoit-Allen, both of 12 Allen's Court Way in the Town of Cumberland, County of Cumberland and State of Maine, as joint tenants, for consideration paid, grant, convey and forever quitclaim to **Green SIP Construction, Inc.** of Cumberland, County of Cumberland and State of Maine, whose mailing address is 110 Marginal Way, Suite 110, Portland, Maine 04101, with quitclaim covenant, certain lots or parcels of land situated in the Town of Cumberland, County of Cumberland and State of Maine, more particularly bounded and described on Exhibit A hereto.

Being a portion of the premises conveyed to Grantors herein by deed of Dennis R. Allen and recorded in Book 24390, Page 265.

IN WITNESS WHEREOF, the said **Dennis R. Allen and Patricia Benoit-Allen** have caused this instrument to be sealed as their free act and deed this 18th day of April, 2017.

Karen J M Herrick
WITNESS

By: Dennis R Allen
Dennis R. Allen

Karen J M Herrick
WITNESS

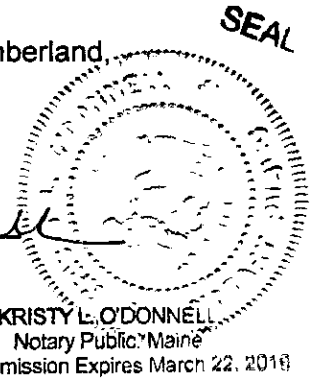
By: Patricia Benoit Allen
Patricia Benoit-Allen

STATE OF MAINE
COUNTY OF CUMBERLAND

April 18, 2017

Personally appeared before me the above-named **Dennis R. Allen** of Cumberland, Maine and acknowledged the above-instrument to be his free act and deed.

Kristy L O'Donnell
Notary Public/Attorney-at-Law

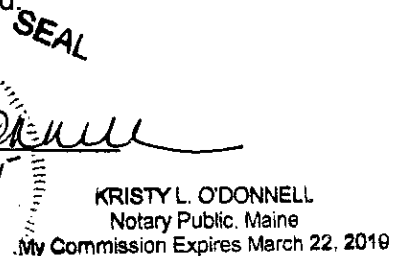


STATE OF MAINE
COUNTY OF CUMBERLAND

April 18, 2017

Personally appeared before me the above-named **Patricia Benoit-Allen** of Cumberland, Maine and acknowledged the above-instrument to be her free act and deed.

Kristy L O'Donnell
Notary Public/Attorney-at-Law



PURCHASE AND SALE AGREEMENT - LAND ONLY

("days" means business days unless otherwise noted, see paragraph 20)

Offer Date April 24, 2017

Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Grun Development LLC

Green Sip Construction Inc.

("Buyer") and
("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. 22 for explanation) the property situated in municipality of Cumberland, County of Cumberland, State of Maine, located at 197 Gray Road and described in deed(s) recorded at said County's Registry of Deeds Book(s) 33956, Page(s) 21.

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

4. ESCROW AGENT/ACCEPTANCE: na ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until na (date) ☐ AM ☐ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

5. 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 May 26, 2017 (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.

6. 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.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) na. 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.

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

Revised 2017

Page 1 of 4 - P&S-LO

Buyer(s) Initials

mhe

Seller(s) Initials

JS

Keller Williams Realty, 50 Sewall Street, 2nd Floor Portland, ME 04102
Phone: (207)879-9800

Fax: Marlene Eaton

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Grun Development

CONTINGENCY	YES	NO	FULL RESOLUTION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
4. LOCAL PERMITS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
12. REGISTERED FARMLAND Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
14. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
15. TAX STATUS* Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
16. BUILD PACKAGE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
17. OTHER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____

*If the land 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

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property in order to undertake the above investigations. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void 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 or other condition specified herein is unsatisfactory to Buyer, 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. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

11. 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:
- Buyer's obligation to close is subject to Buyer obtaining a Conventional loan of 100.000 % of the purchase price, at an interest rate not to exceed Prev. Rate % and amortized over a period of 30 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.
 - 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 10 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.
 - 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.
 - 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 10 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.
 - Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$ none toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
 - Buyer's ability to obtain financing ☐ is ☒ is not subject to the sale of another property. See addendum ☐ Yes ☒ No.
 - 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.

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

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

_____() 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.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

14. 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.

15. 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.

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

17. 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.

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

19. 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.

20. 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.

21. **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 entire 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.

22. **OTHER CONDITIONS:**

23. **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 Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

24. **ADDENDA:** ☐ Yes Explain: _____ ☒ No

Buyer's Mailing address is _____

Marlene Eaton

4-24-17
DATE

BUYER _____ BUYER _____ DATE _____

Grun Development 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 _____

[Signature]

SELLER Green Sip Construction Inc. _____ DATE _____ SELLER _____ 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.

SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____

EXTENSION:

The time for the performance of this Agreement is extended until _____ DATE _____

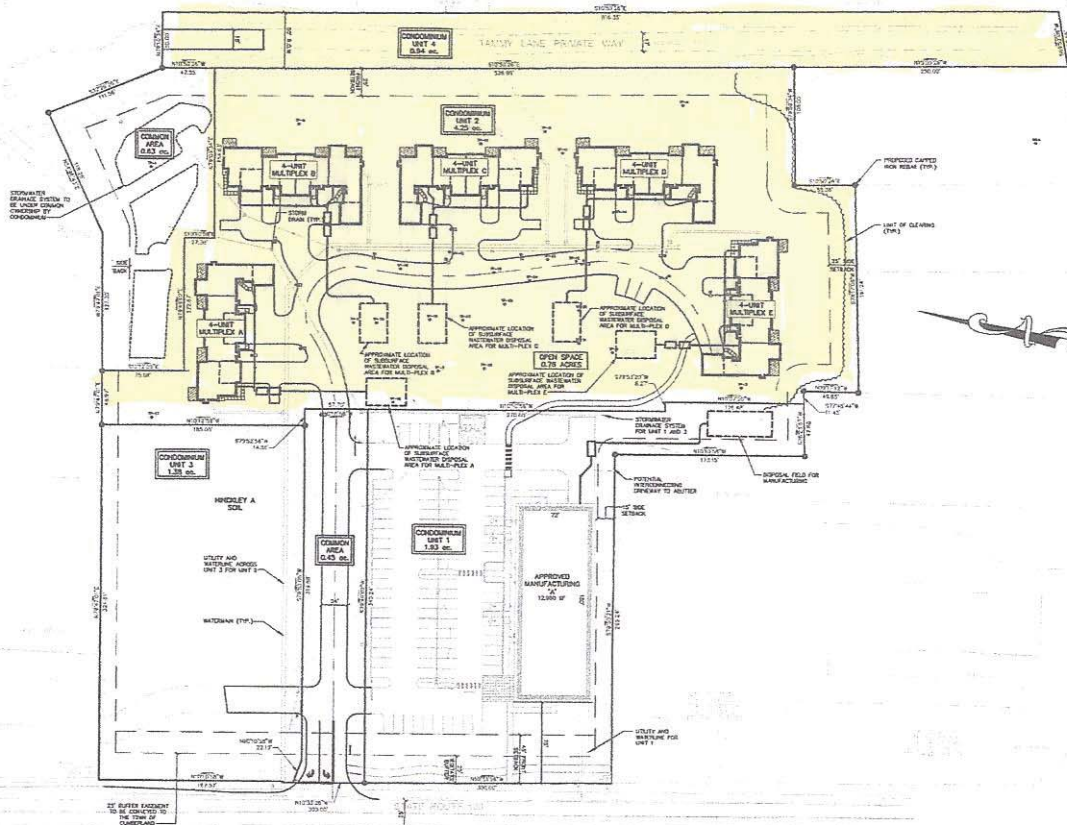
SELLER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ BUYER _____ DATE _____



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SITE DATA			
FORM: ONE MULTIPLEX UNIT	RECEIVED	PROPOSED	
DATE: 03/01/2017			
REVISION	REVISION	REVISION	
MULTIPLEX (BY UNIT)			
(1.5 BY UNIT)	30	37	

SPACE AND BULK STANDARDS			
TYPE: NOT VOUCHER	RECEIVED	PROPOSED	
MIN. LOT SIZE	5 ACRES	5.5 ACRES	
MIN. LOT AREA PER CHANGING UNIT	8,000 SF	10,000 SF	
BUILDING SETBACKS			
FRONT	10'	10'	
REAR	10'	10'	
SIDE	10'	10'	
MULTIPLEX BUILDING SETBACKS			
FRONT	10'	10'	
REAR	10'	10'	
SIDE	10'	10'	
REAR	10'	10'	
REAR	10'	10'	
FRONT	10'	10'	
REAR	10'	10'	
OPEN SPACE	10'	10'	

NOTES:
 APPROVAL OF THE SUBDIVISION PLAN SHALL BE GIVEN BY THE BOARD OF SUPERVISORS OF THE TOWN OF CUMBERLAND, MAINE. APPROVAL.

APPROVAL OF THE PLANNING BOARD OF CUMBERLAND, MAINE	
DATE:	DATE:
DATE:	DATE:
DATE:	DATE:
DATE:	DATE:

STATE OF MAINE, CUMBERLAND, SS			
REGISTRY OF DEEDS			
RECEIVED	DATE:	DATE:	DATE:
DATE:	DATE:	DATE:	DATE:
DATE:	DATE:	DATE:	DATE:
DATE:	DATE:	DATE:	DATE:

1 inch = 40' 0"

NOTE: THIS PLAN SET IS ISSUED FOR PERMITTING PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.



Rev.	Date	Revision
1	03/01/2017	ISSUED FOR PERMITTING PURPOSES
2	03/01/2017	ISSUED FOR PERMITTING PURPOSES

Rev.	Date	Revision
1	03/01/2017	ISSUED FOR PERMITTING PURPOSES
2	03/01/2017	ISSUED FOR PERMITTING PURPOSES

Rev.	Date	Revision
1	03/01/2017	ISSUED FOR PERMITTING PURPOSES
2	03/01/2017	ISSUED FOR PERMITTING PURPOSES

GORRILL PALMER
 Relationships, Responsiveness, Results.
 www.gorripalmer.com
 207.772.2315

Updated Master/Subdivision Plan	
Project:	West Cumberland Multiplex Units
Location:	197 Gray Road, Cumberland, Maine 04021
Client:	Green Development, LLC/Green SIP Construction, Inc.
	110 Marginal Way, Suite 110, Portland, Maine 04101

Drawing No.	C100
-------------	------

Exhibit A

PARCEL ONE:

A certain lot or parcel of land with the buildings thereon located on the Easterly side of Gray Road a.k.a. Route 100 in the Town of Cumberland, County of Cumberland and State of Maine being more particularly described as follows:

Beginning at the Northwestern corner of land now or formerly of Dennis R. Allen (18, 103/210) on the assumed Easterly side line of Gray Road;

Thence N 04°40'33" E along the assumed Easterly side line of the said Gray Road 167.57 feet to a point marked with a 5/8" capped rebar (#1328) set in the ground;

Thence S 85° 21'28" E across land of the Grantors 460.00 feet to a point marked with a 5/8" capped rebar (#1328) set in the ground;

Thence S 04°40'33" W continuing across land of the Grantors 467.84 feet to a point;

Thence N 85°19'27" W to the Northeasterly corner of and along the Northerly boundary of land now or formerly of Ronald W. Copp Sr. (17,829/265) a distance of 360.00 feet to the Southeasterly corner of land now or formerly of Dennis R. Allen (18,103/210);

Thence N 04°40'33" E along the Easterly boundary of land of the said Allen (18,572/185) a distance of 100.00 feet to a point on the Southerly boundary of other land of Dennis R. Allen (18,103/210);

Thence S 85°19'27" E along the Southerly boundary of land of the said Allen 100.00 feet to the Southerly corner of land of the said Allen;

Thence N 04°40'33" E along the Easterly boundary of land of the said Allen 200.00 feet to the Northeasterly corner of land of the said Allen;

Thence N 85°19'22" W along the Northerly boundary of land of the said Allen 200.00 feet to the point of beginning.

Containing 3.79 acres

All bearings are referenced to Magnetic North.

Exhibit A

PARCEL TWO:

Another certain lot or parcel of land situated off the Easterly side of Route 100 in the Town of Cumberland, County of Cumberland and State of Maine being more particularly described as follows:

Beginning at an iron pipe found set in the ground on the Northerly side line of the Skillin Road at the Southeasterly corner of land now or formerly of Farris (8931/110);

Thence N 04°01'06" E along land of the said Farris 250.00 feet to a 5/8" capped rebar set in the ground;

Thence N 85°58'54" W continuing along land of the said Farris 108.00 feet to a 5/8" capped rebar set in the ground;

Thence S 04°01'06" W continuing along land of the said Farris 55.36 feet to an iron pipe found set in the ground at the Northeasterly corner of land now or formerly of Cox (14,946/132);

Thence N 86°51'20" W along land of the said Cox and land now or formerly of Espeaignette (15,423/109) a distance of 191.24 feet to a 5/8" capped rebar set in the ground on the Easterly side line of land now or formerly of Wetzel (9162/274);

Thence N 05°34'19" E along land of the said Wetzel 49.85 feet to a 5/8" capped rebar set in the ground;

Thence N 86°51'20" W continuing along land of said Wetzel 59.13 feet to a 5/8" capped rebar set in the ground at land now or formerly of Ronald W. Copp, Sr. (17,829/265);

Thence N 04°40'33" E along land of the said Copp 173.15 feet to land of the Grantor;

Thence S 85°19'27" E along land of the Grantor 160.00 feet to a point;

Thence N 04°40'33" E continuing along land of the Grantor 467.84 feet to the Northeasterly corner of land of Grantor;

Thence S 85°21'28" E across land of the Grantor 40.88 feet to a point;

Thence N 69°38'14" E continuing across land of the Grantor 218.23 feet to the Northwesterly corner of other land now or formerly of the Grantor;

Thence S 04°01'06" W along the said other land of the Grantor and land now or formerly of Merrill 961.35 feet to the said sideline of the Skillin Road;

Thence S 84°43'40" W along the said side line of Skillin Road 50.66 feet to the point of beginning.

Containing 4.86 acres.

All bearings are Magnetic of the year 2000.

Subject to the rights of others in and to the use of Tammy Land, so-called, as shown as "Tammy Lane" on plan entitled "Standard Boundary Survey on Route 100 in Cumberland, Maine for Phillip Allen", prepared by Wayne T. Wood & Co. dated September 2004, and to be recorded at the Cumberland County Registry of Deeds.

Received
Recorded Register of Deeds
Apr 20, 2017 03:45:50P
Cumberland County
Nancy A. Lane

Addendum 2 to Agreement

Addendum to contract dated October 12, 2015

between James Burgess (hereinafter "Seller")

and Green Sip Construction ~~INC~~ (hereinafter "Buyer")

property 195 Gray Road, Cumberland,

Buyer and seller agree to an extension of the closing to be May 26, 2017 on or before this date. Until the date of closing the buyer will pay \$900.00 a month to James Burgess starting May 1, 2016. This will be prorated when the closing takes place.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

[Signature] 4-25-2017
Buyer Date
Green Sip Construction ~~INC~~.

[Signature] 4-25-17
Seller Date
James Burgess

Buyer Date

Seller Date

THIS INFORMATION IS PROVIDED TO OUR CUSTOMERS AS A SERVICE OF MAINE RESIDENTIAL DESIGN. CUSTOMERS SHOULD APPRECIATE, HOWEVER, THAT THIS INFORMATION IS NOT THE PRODUCT OF ANY ARCHITECT, NEITHER MAINE RESIDENTIAL DESIGN OR ANY OF ITS EMPLOYEES. ARCHITECTS WITHIN THE STATE OF MAINE AND CUSTOMERS MAY WANT TO CONSULT WITH AN ARCHITECT BEFORE TAKING FINAL ACTION WITH REGARD TO ANY BUILDING OR STRUCTURE. CUSTOMERS SHOULD ALSO APPRECIATE THAT BY PROVIDING YOU WITH THIS INFORMATION MAINE RESIDENTIAL DESIGN DOES NOT GUARANTEE THE SOUNDNESS OR SUITABILITY OF THE INFORMATION FOR ANY PURPOSE OF THE CUSTOMER.



BACK ELEVATION

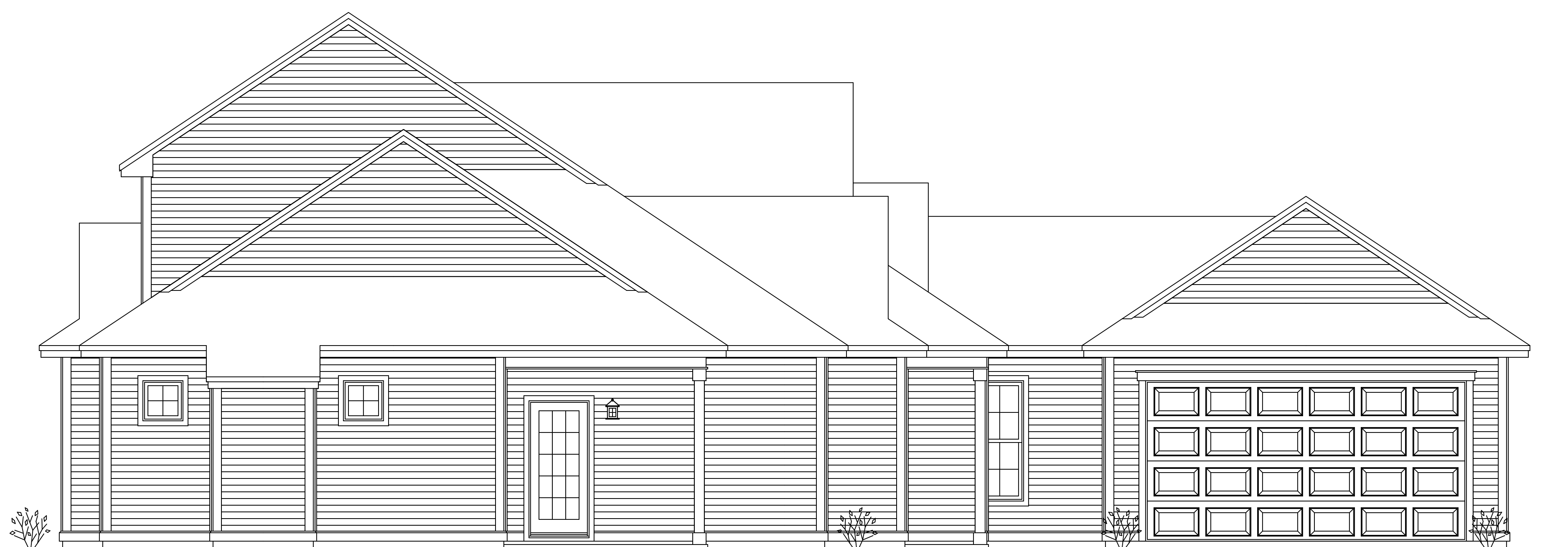


FRONT ELEVATION



MAINE RESIDENTIAL DESIGN		FILE NAME
CASCO, ME. 207-627-3362		
JOB: GRON DEVELOPMENT LLC	SCALE: 1/4"=1'-0"	DATE: 10/12/2016
DISCUSSION: QUADPLEX PRELIM. VER 2	DRAWN BY: MEJ	APPROVED:

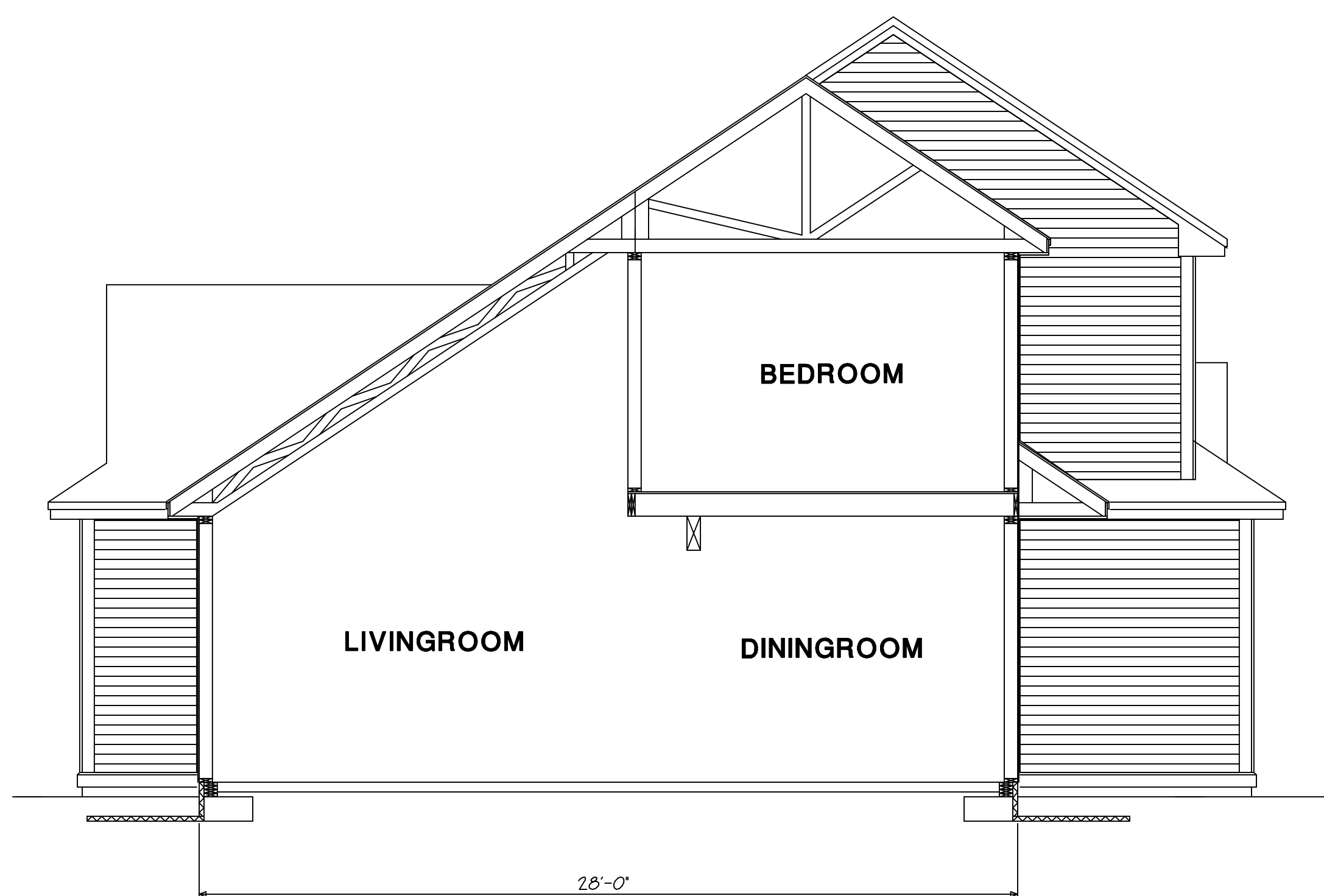
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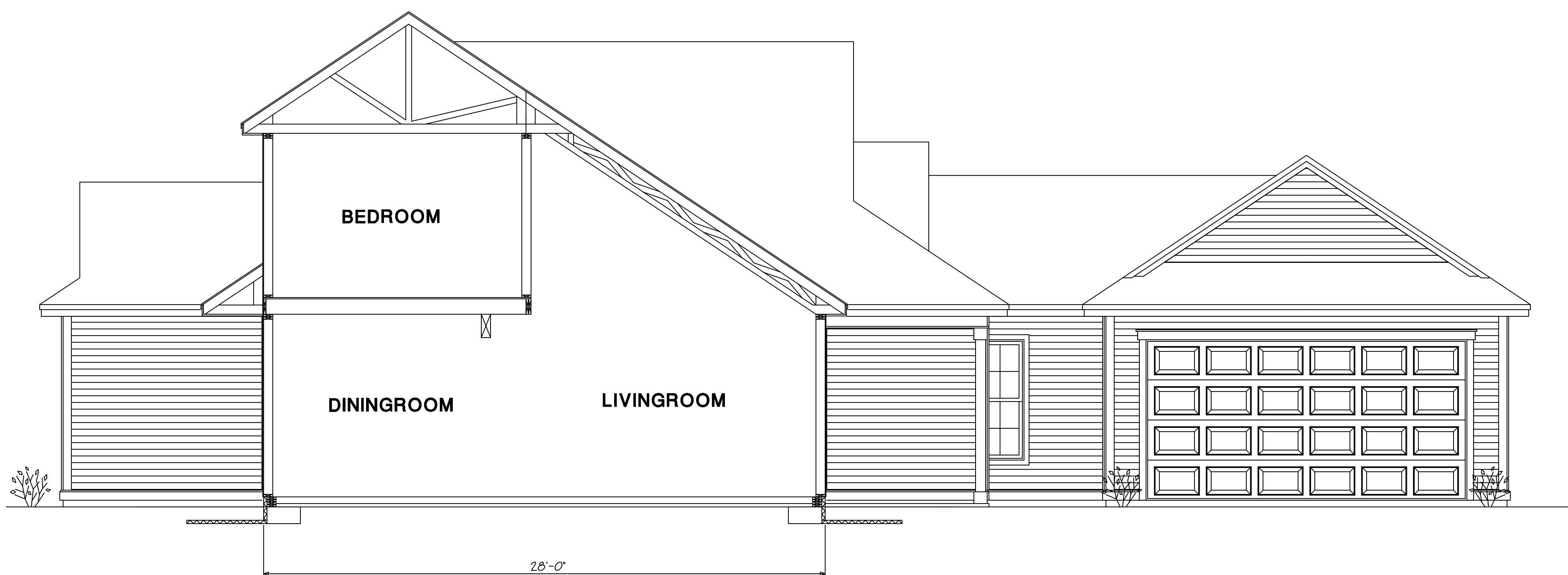
RIGHT ELEVATION



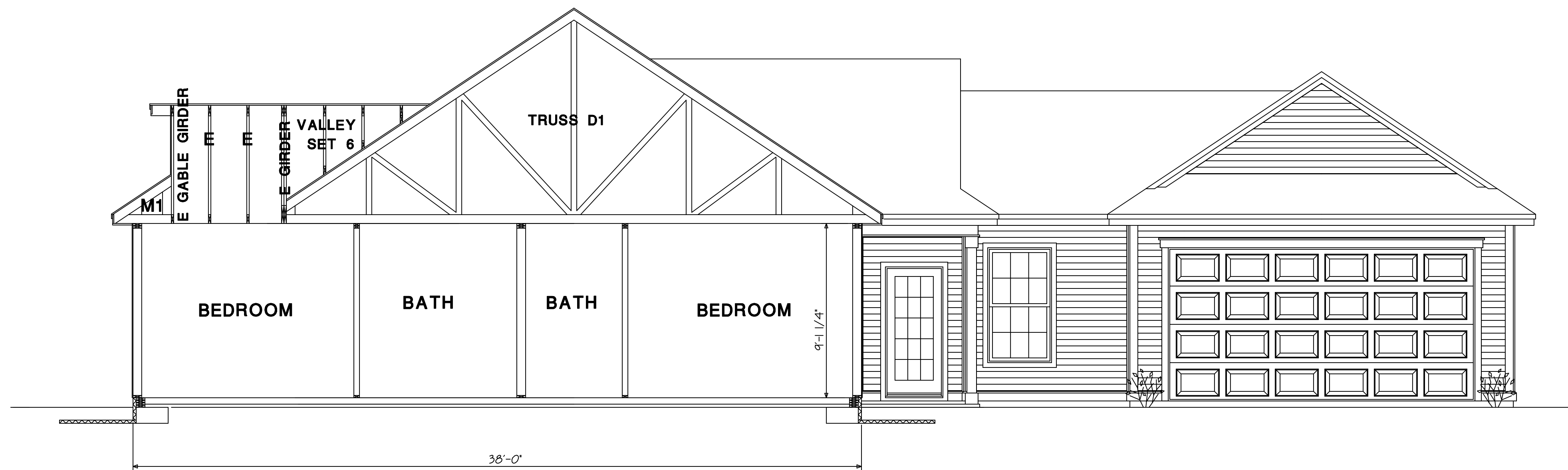
LEFT ELEVATION



SECTION C-C



SECTION C-C

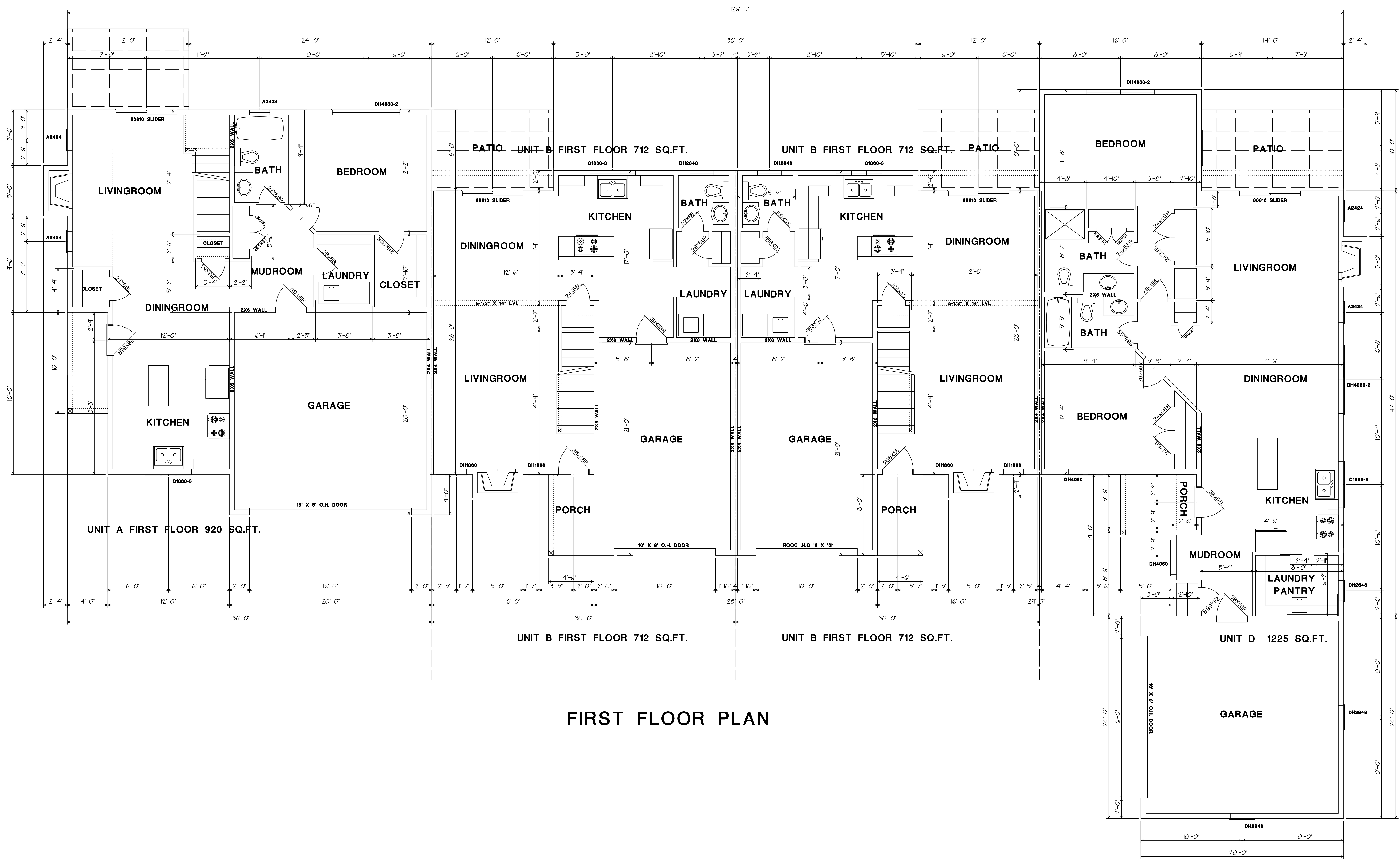


SECTION D-D



MAINE RESIDENTIAL DESIGN		FILE NAME
CASCO, ME. 207-627-3362		
JOB: GRON DEVELOPMENT LLC	SCALE: 1/4"=1'-0"	DATE: 10/12/2016
DISCRIPTION: QUADPLEX PRELIM. VER 2	DRAWN BY:MEJ	APPROVED:

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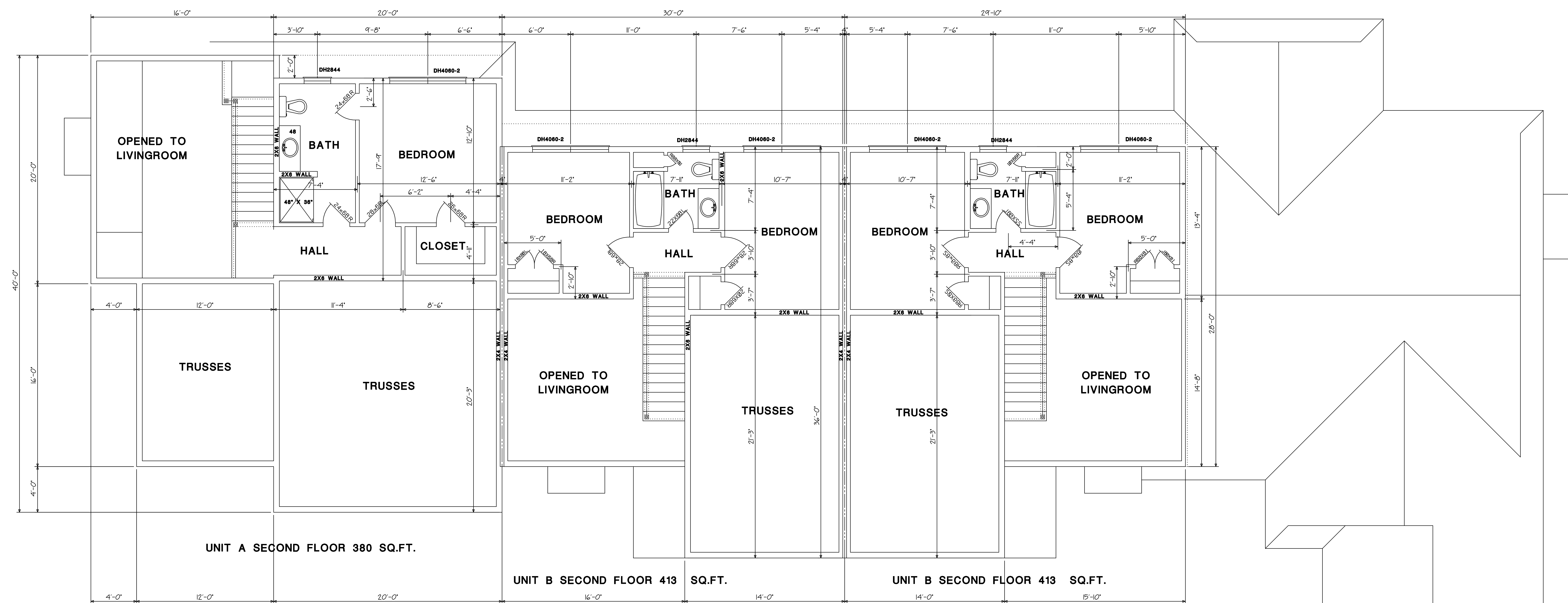


FIRST FLOOR PLAN



MAINE RESIDENTIAL DESIGN		FILE NAME
CASCO, ME. 207-627-3362		
JOB:	GRON DEVELOPMENT LLC	SCALE: 1/4"=1'-0"
DISCRIPTION:	QUADPLEX PRELIM. VER 2	DATE: 10/12/2016
		DRAWN BY:MEJ
		APPROVED:

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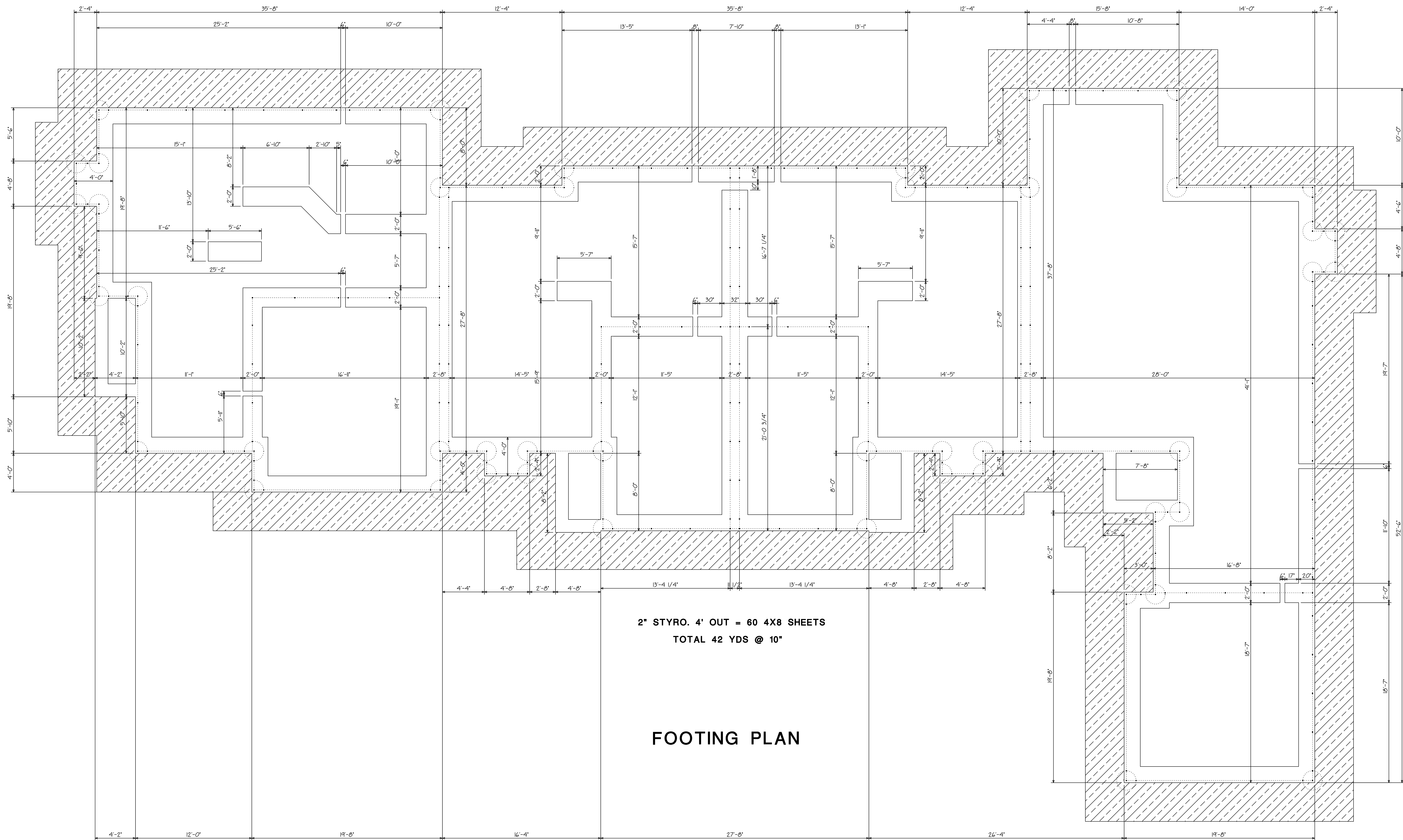


SECOND FLOOR PLAN



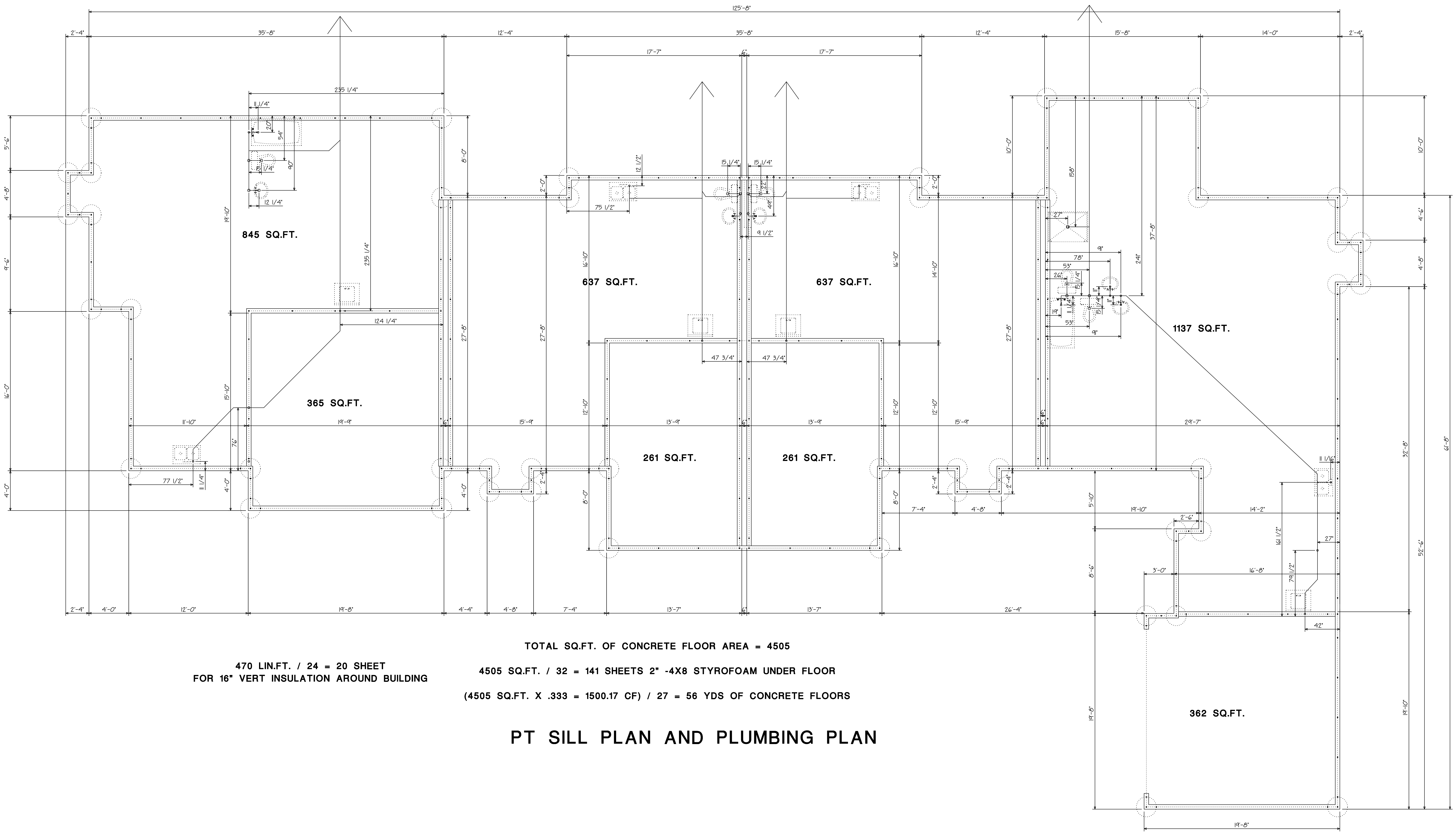
MAINE RESIDENTIAL DESIGN		FILE NAME
CASCO, ME. 207-627-3362		
JOB: GRON DEVELOPMENT LLC	SCALE: 1/4"=1'-0"	DATE: 10/12/2016
DISCRIPTION: QUADPLEX PRELIM. VER 2	DRAWN BY: MEJ	APPROVED:

THIS INFORMATION IS PROVIDED TO OUR CUSTOMERS AS A SERVICE OF MAINE RESIDENTIAL DESIGN. CUSTOMERS SHOULD APPRECIATE HOWEVER THAT THIS INFORMATION IS NOT THE PRODUCT OF ANY ARCHITECT, NEITHER MAINE RESIDENTIAL DESIGN OR ANY OF ITS EMPLOYEES ARE REGISTERED ARCHITECTS WITH THE STATE OF MAINE AND CUSTOMERS MAY WANT TO CONSULT WITH AN ARCHITECT BEFORE TAKING FINAL ACTION WITH REGARD TO ANY BUILDING OR STRUCTURE. CUSTOMERS SHOULD ALSO APPRECIATE THAT BY PROVIDING YOU WITH THIS INFORMATION MAINE RESIDENTIAL DESIGN DOES NOT GUARANTEE THE SOUNDNESS OR SUITABILITY OF THE INFORMATION FOR ANY PURPOSE OF THE CUSTOMER.



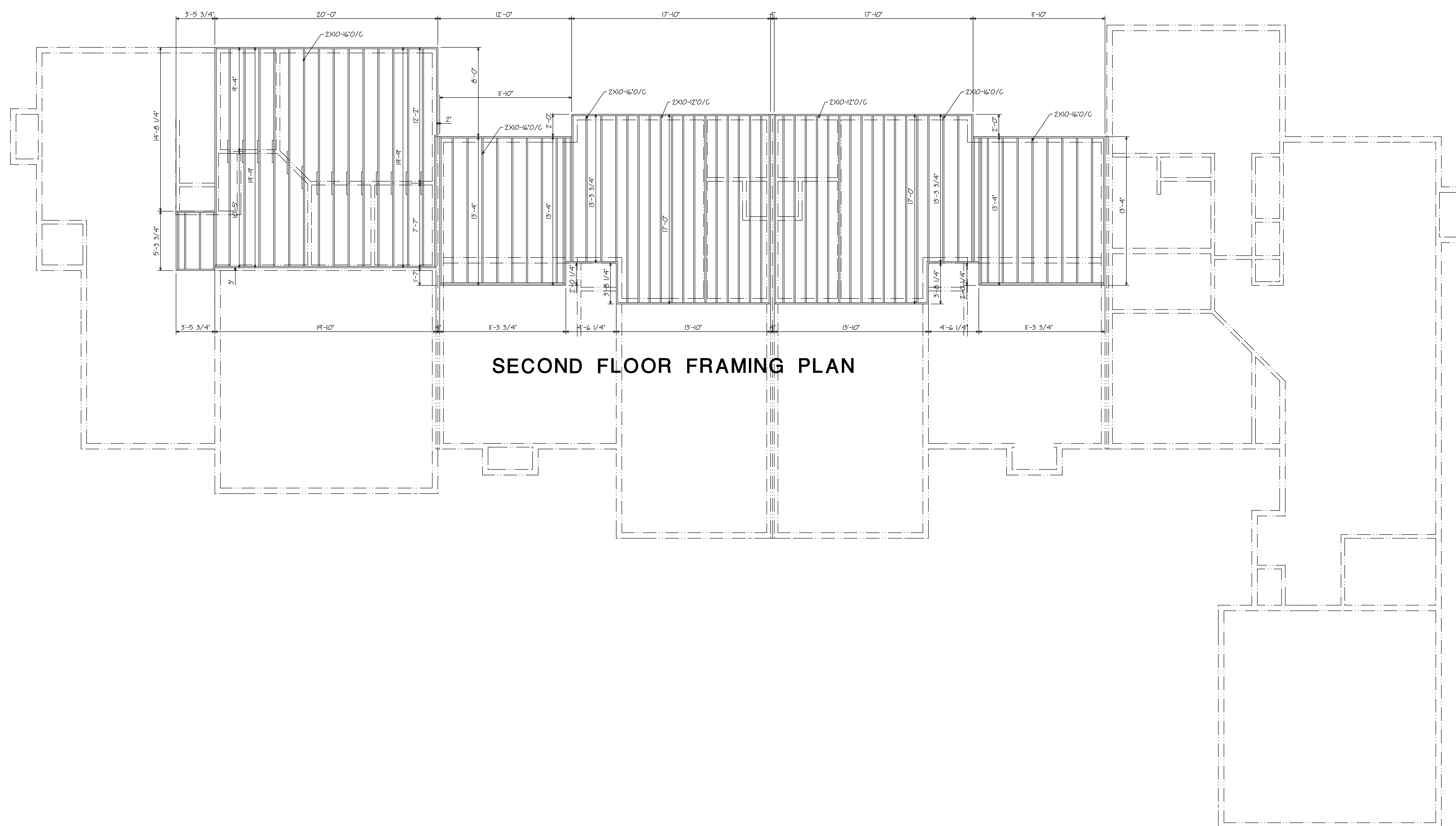
MAINE RESIDENTIAL DESIGN		FILE NAME
CASCO, ME. 207-627-3382		
JOB:	GRON DEVELOPMENT LLC	SCALE: 1/4"=1'-0"
DISCUSSION:	QUADPLEX PRELIM. VER 2	DATE: 10/18/2016
		DRAWN BY:MEJ
		APPROVED:

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MAINE RESIDENTIAL DESIGN		FILE NAME
CASCO, ME. 207-627-3362		
JOB: GRON DEVELOPMENT LLC	SCALE: 1/4"=1'-0"	
DISCUSSION: QUADPLEX PRELIM. VER 2	DATE: 10/12/2016	
	DRAWN BY:MEJ	
	APPROVED:	

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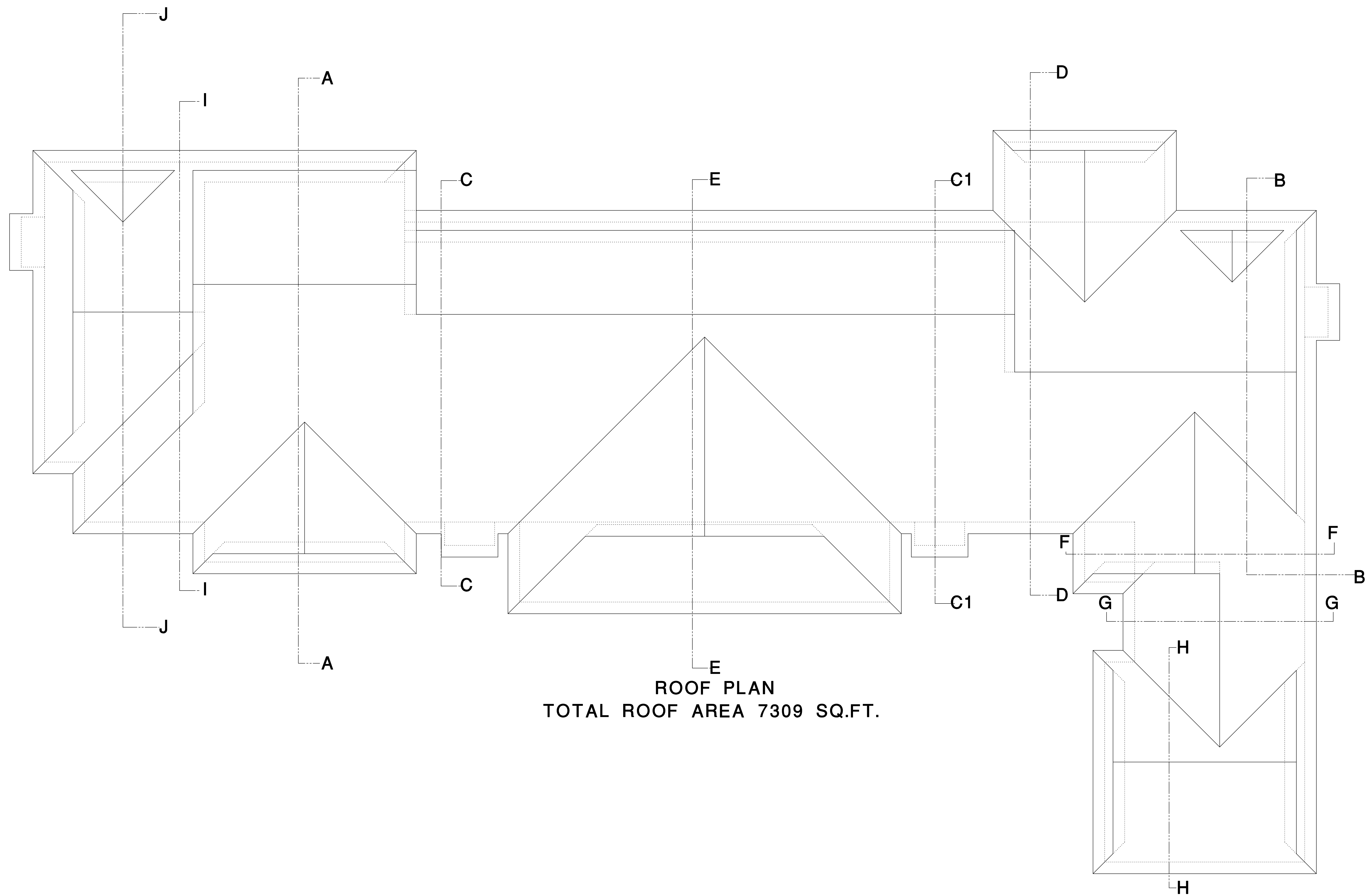


SECOND FLOOR FRAMING PLAN



MAINE RESIDENTIAL DESIGN	FILE NAME
CASCO, ME. 207-627-3362	
JOB: GRON DEVELOPMENT LLC	SCALE: 1/4"=1'-0" DATE: 10/12/2011
DISCUSSION: QUADPLEX PRELIM. VER 2	DRAWN BY: ME APPROVED:

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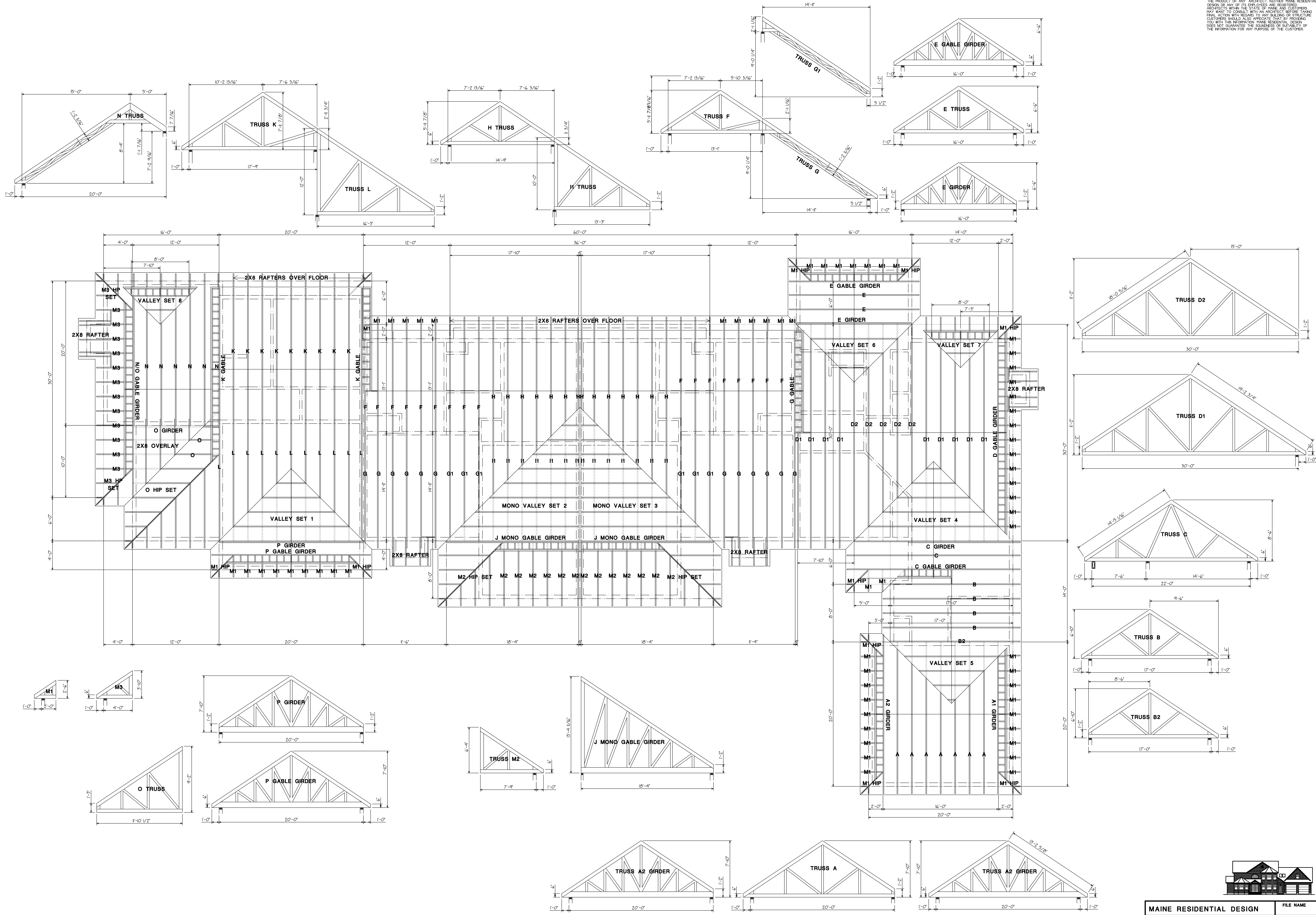


ROOF PLAN
TOTAL ROOF AREA 7309 SQ.FT.



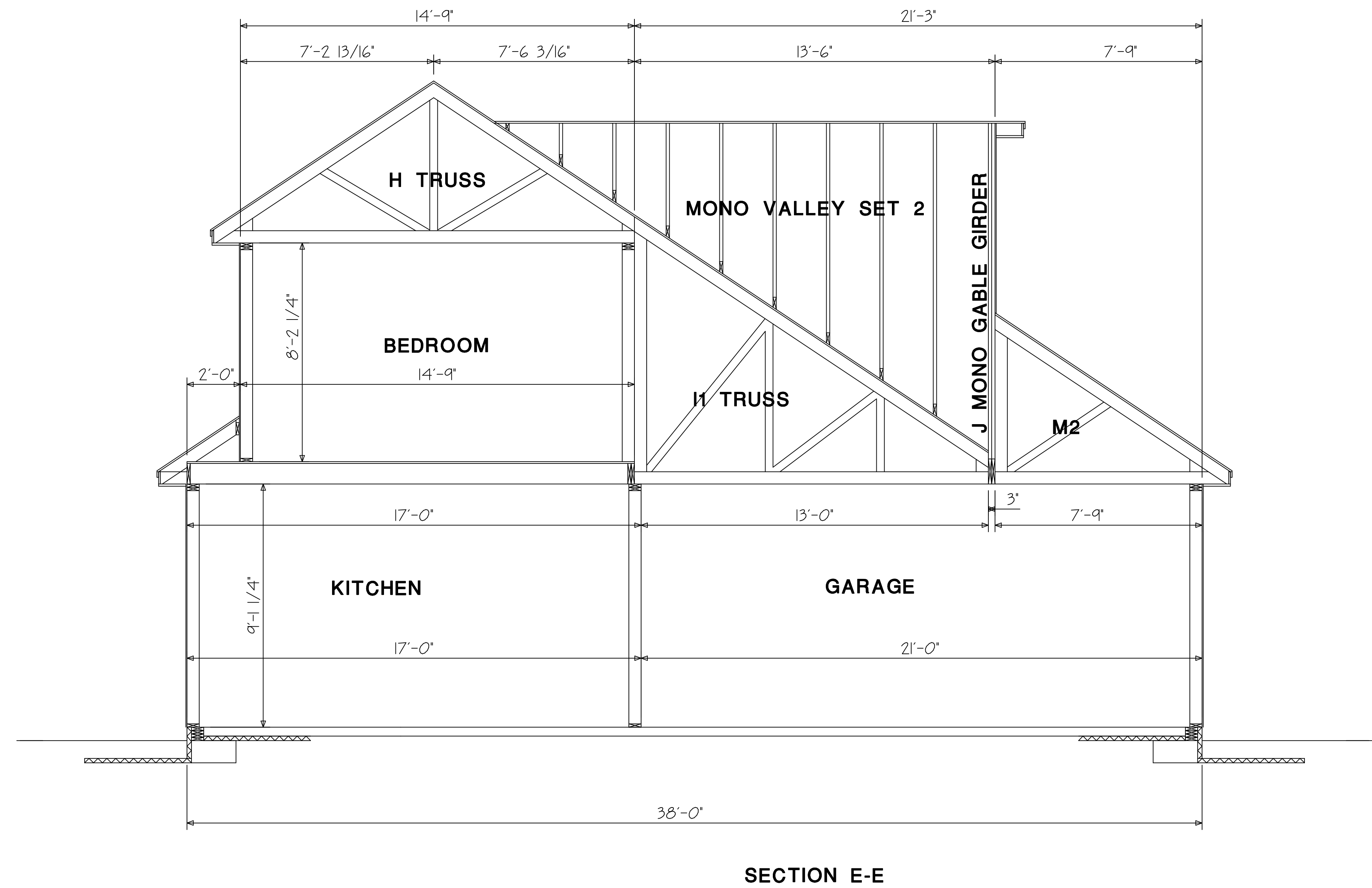
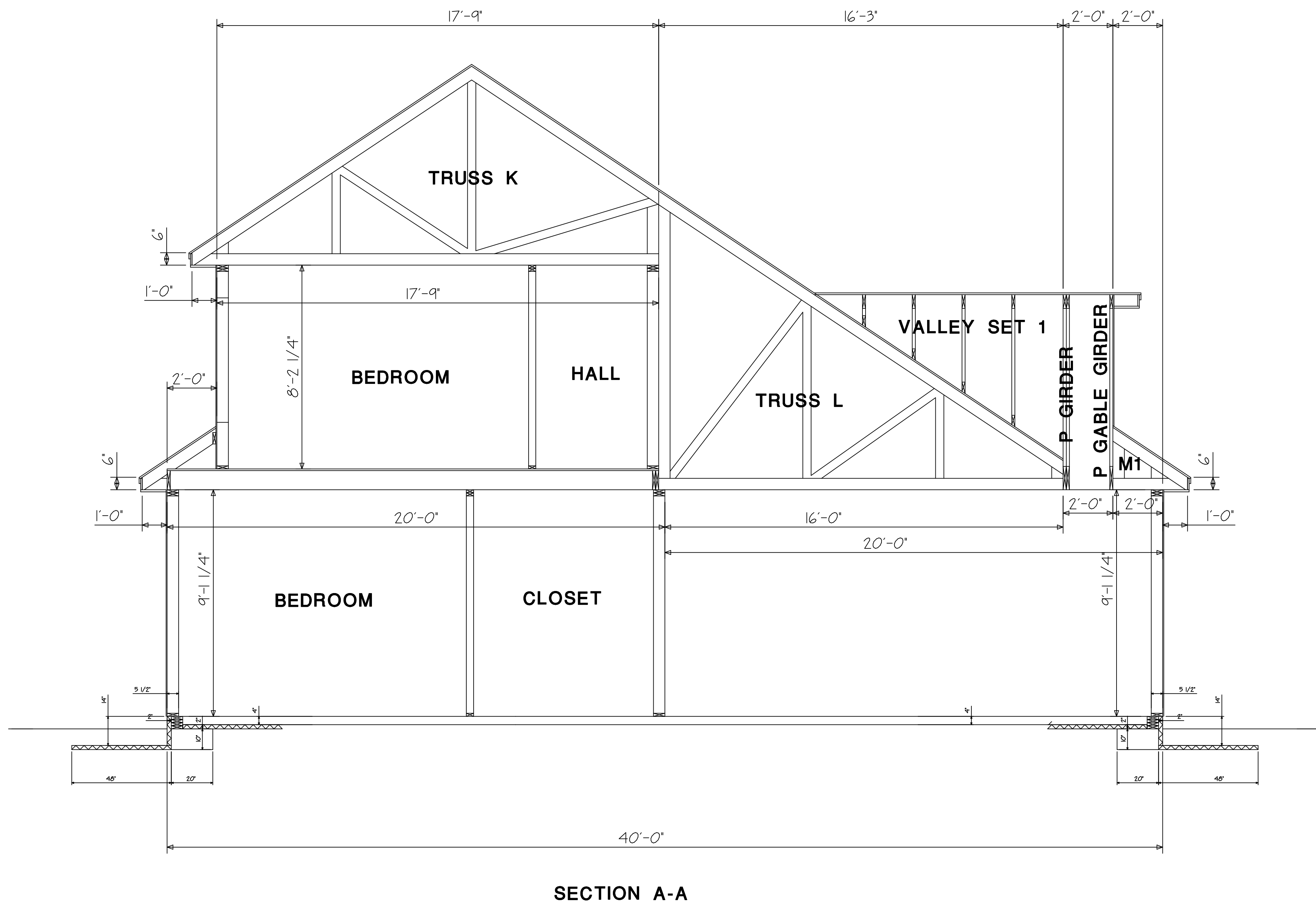
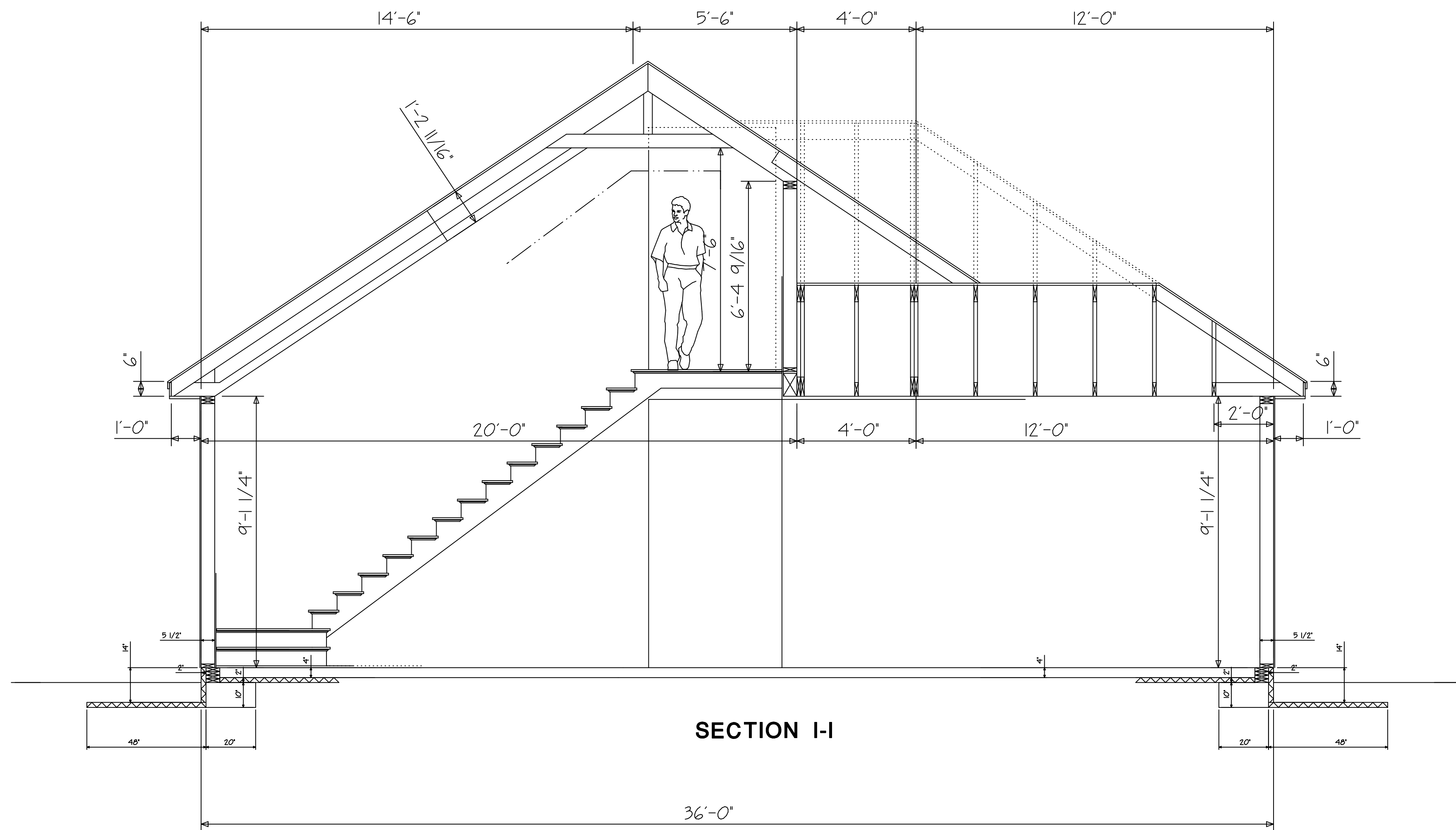
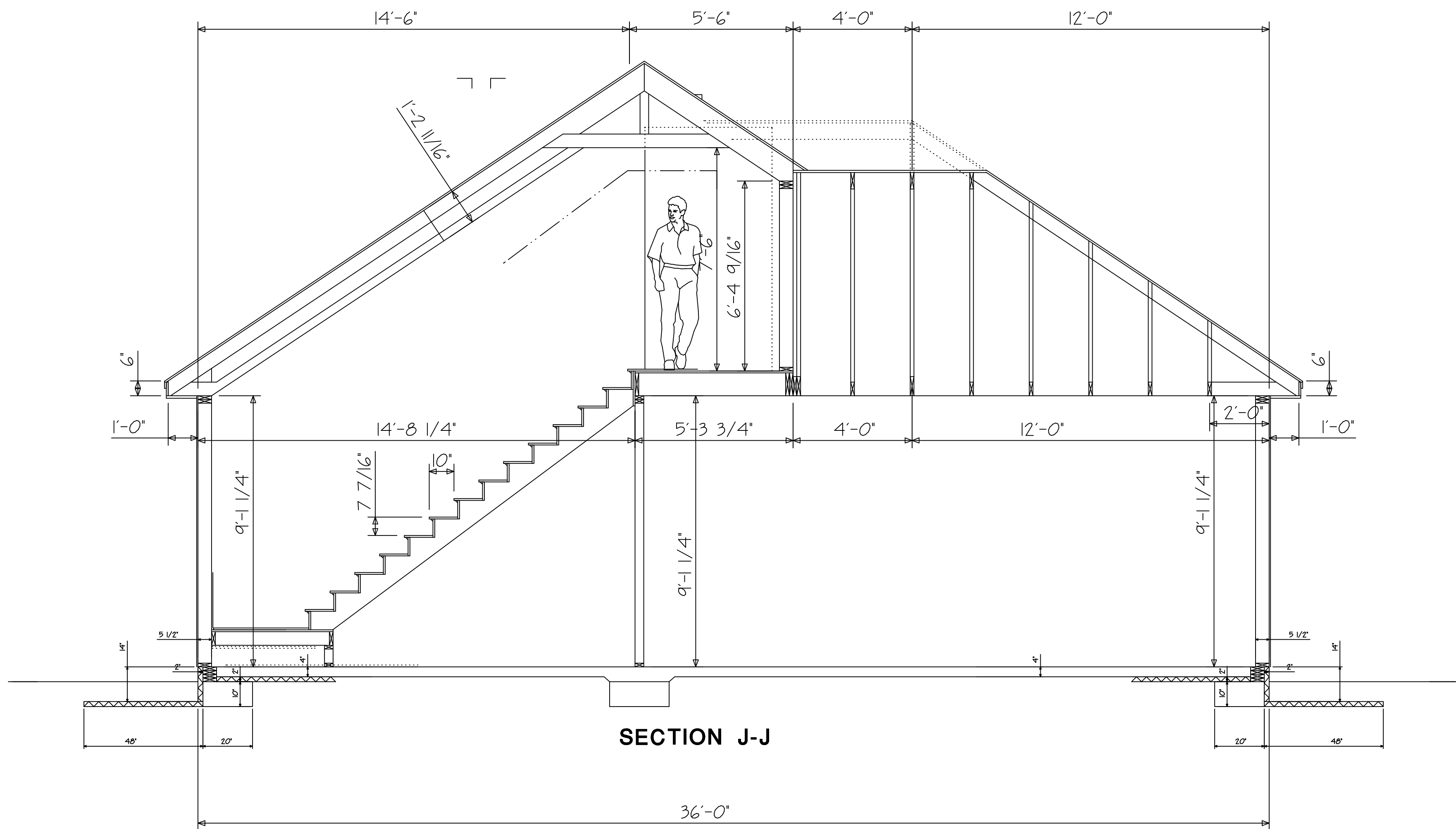
MAINE RESIDENTIAL DESIGN		FILE NAME
CASCO, ME. 207-627-3362		
JOB: GRON DEVELOPMENT LLC	SCALE: 1/4"=1'-0"	DATE: 10/12/2016
DISCRIPTION: QUADPLEX PRELIM. VER 2	DRAWN BY:MEJ	APPROVED:

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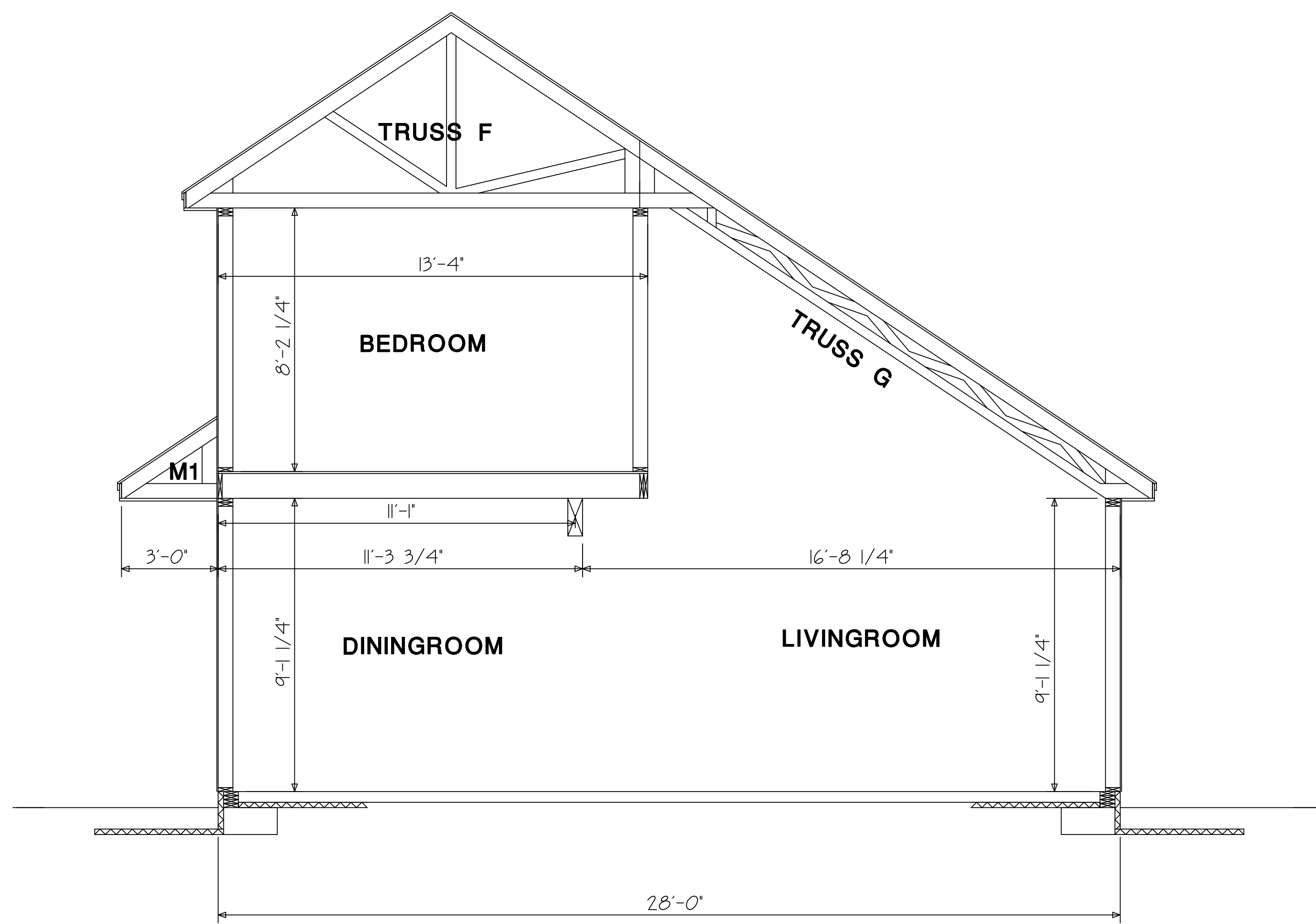
MAINE RESIDENTIAL DESIGN		FILE NAME
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JOB:	GRON DEVELOPMENT LLC	SCALE: 1/4"=1'-0"
DISCRIPTION:	QUADPLEX PRELIM. VER 2	DATE: 10/12/2016
		DRAWN BY:MEJ
		APPROVED:

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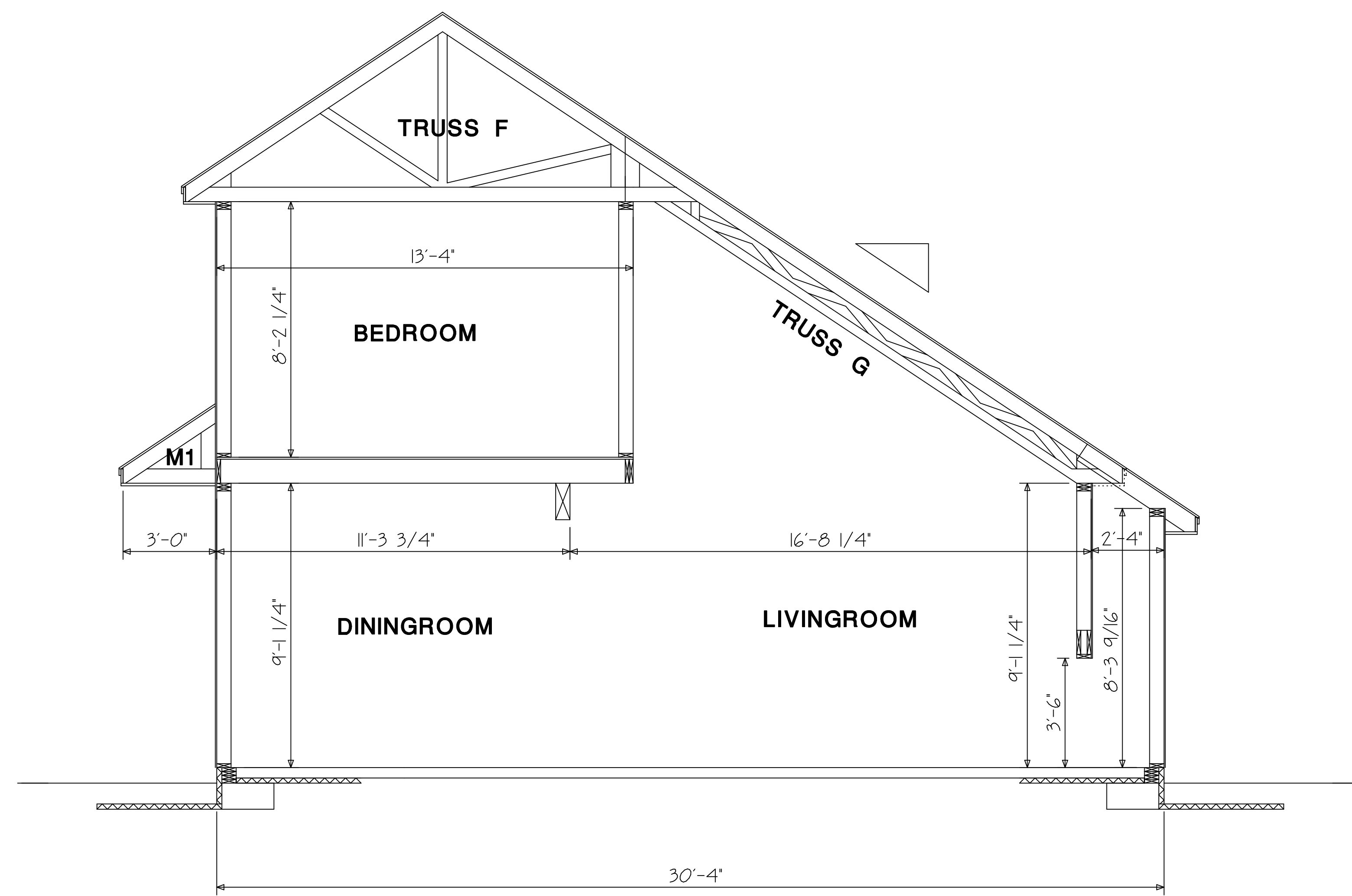


MAINE RESIDENTIAL DESIGN		FILE NAME
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JOB:	GRON DEVELOPMENT LLC	SCALE: 3/8"=1'-0"
DISCRIPTION:	QUADPLEX PRELIM. VER 2	DATE: 10/18/2016
		DRAWN BY: MEJ
		APPROVED:

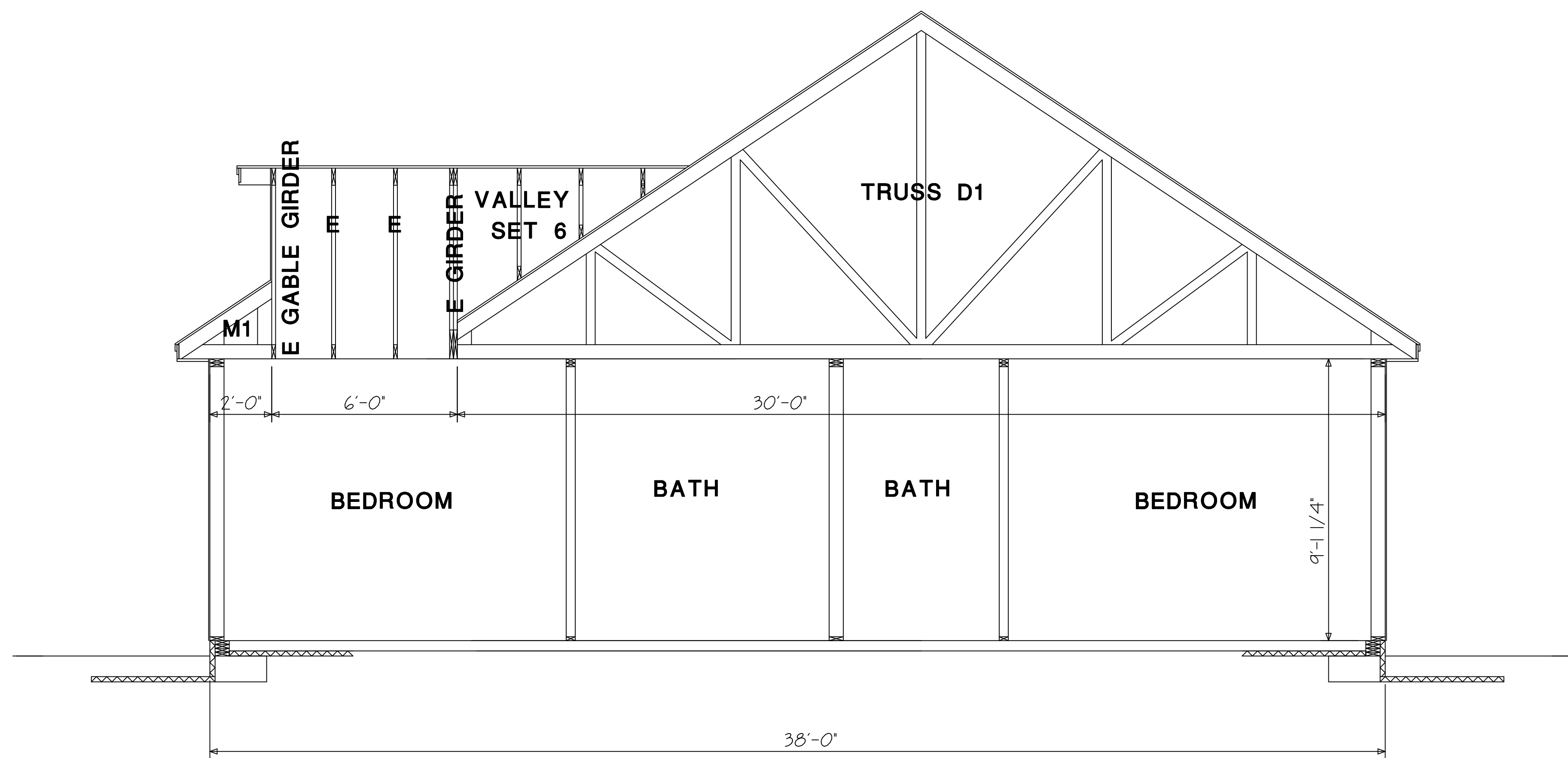
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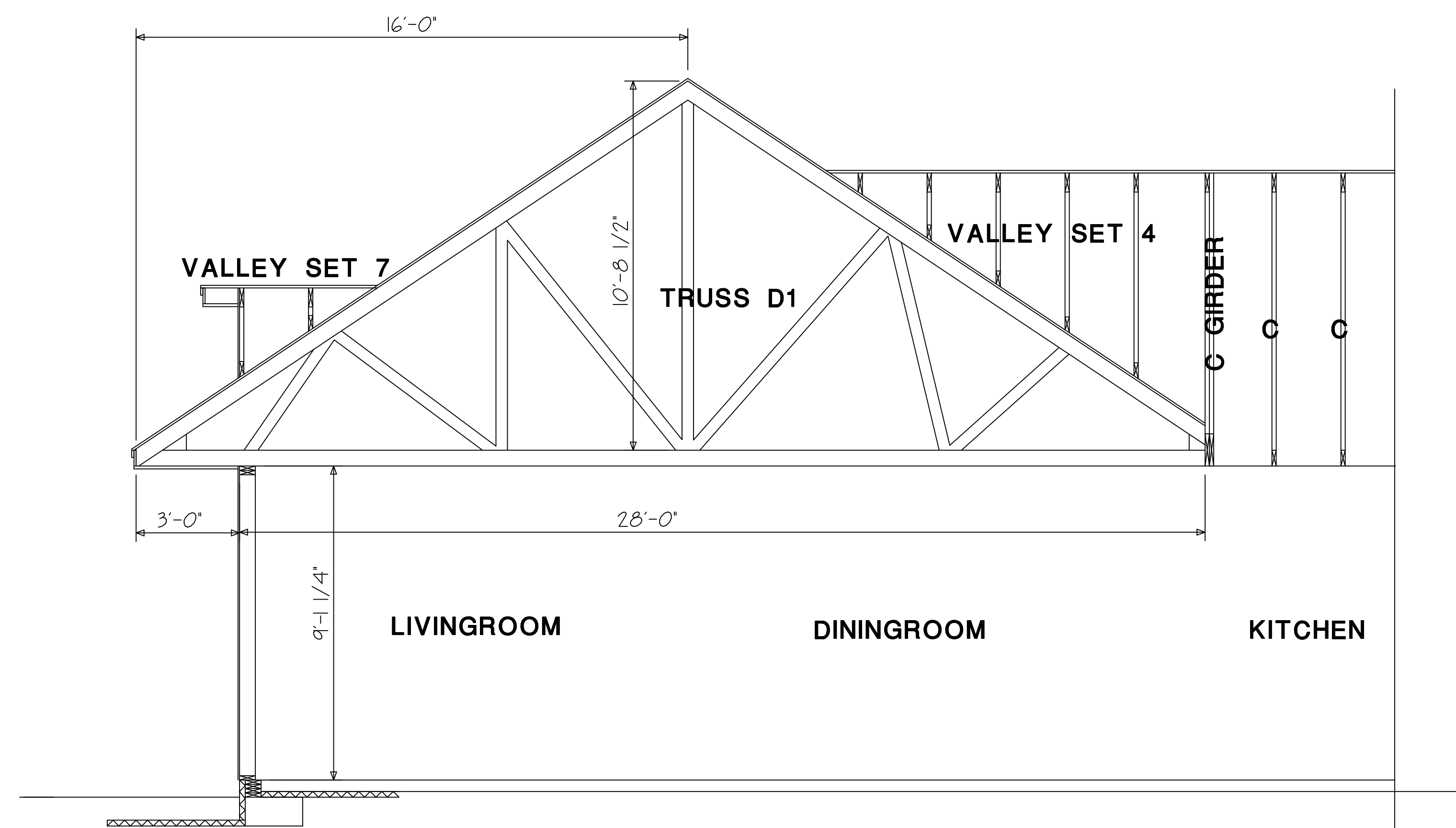
SECTION C-C



SECTION C1-C1



SECTION D-D

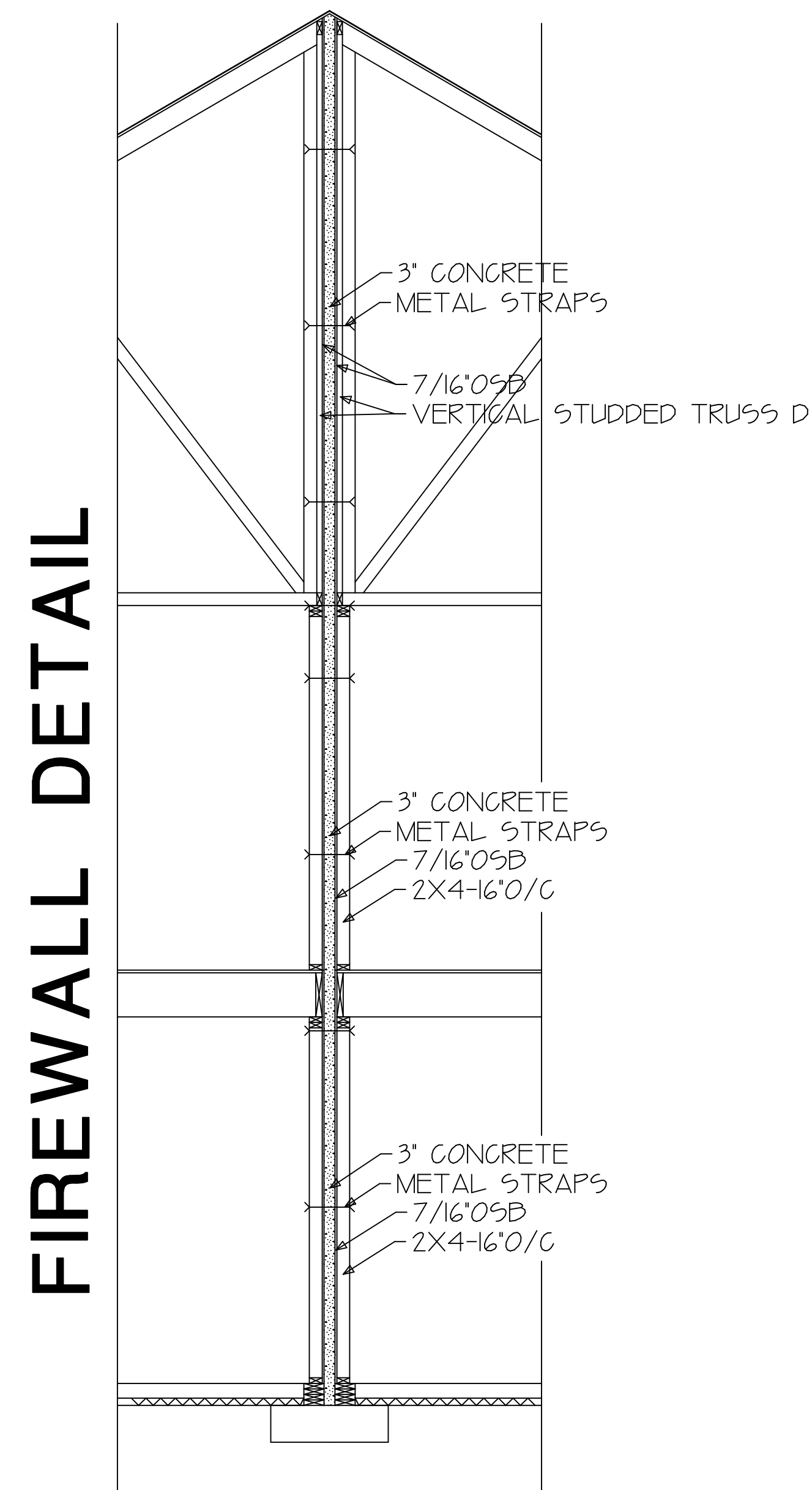
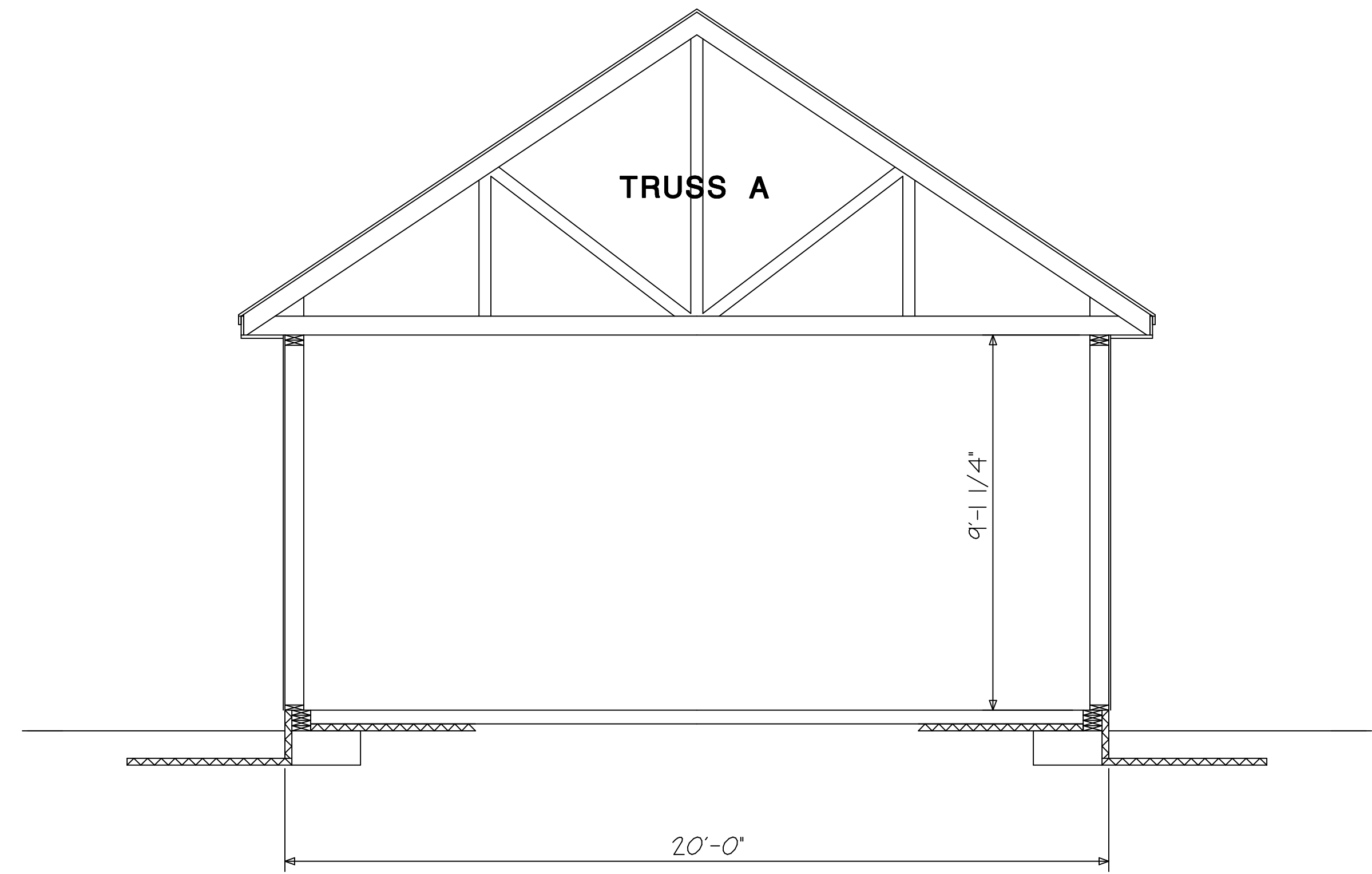
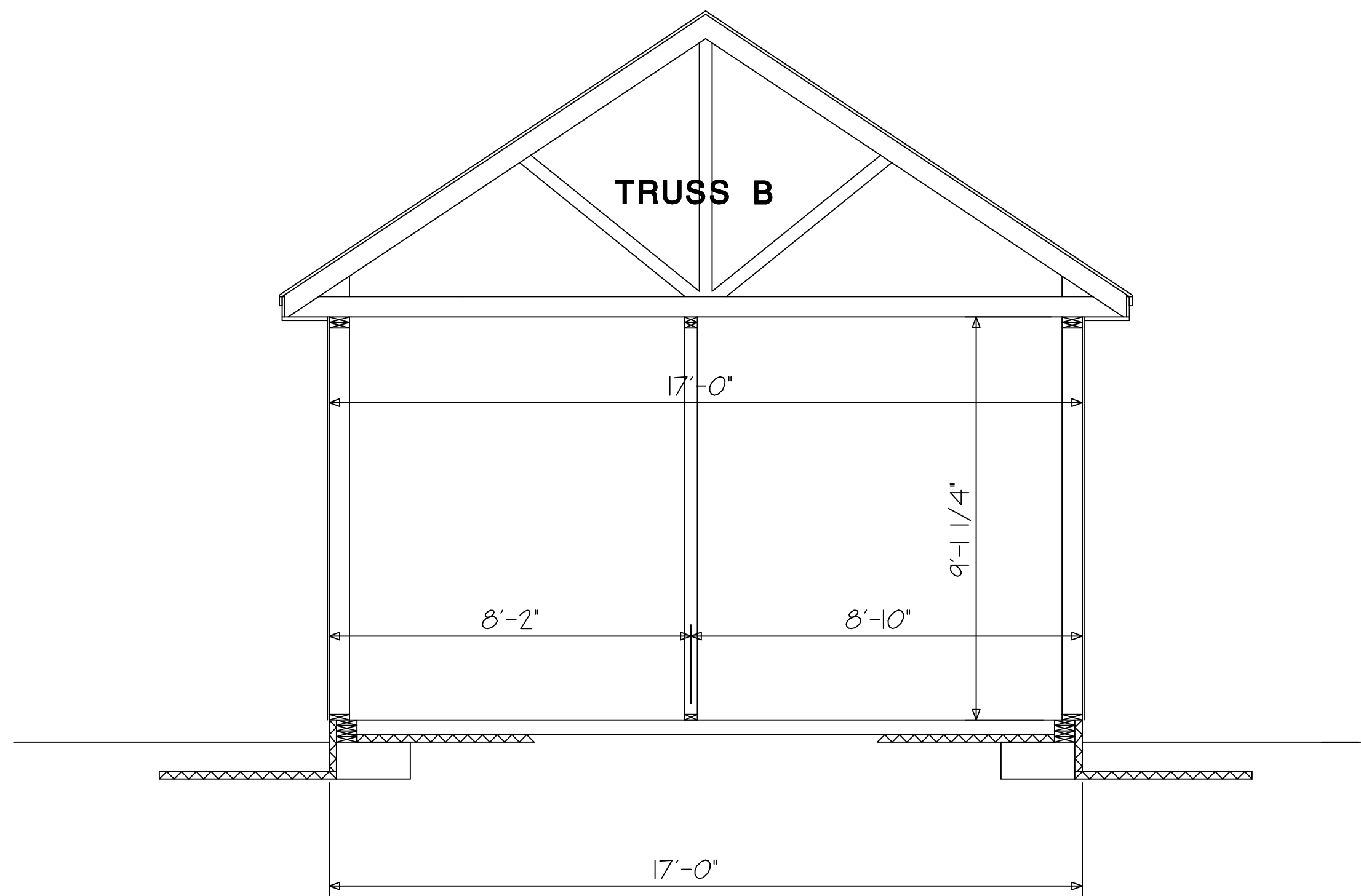
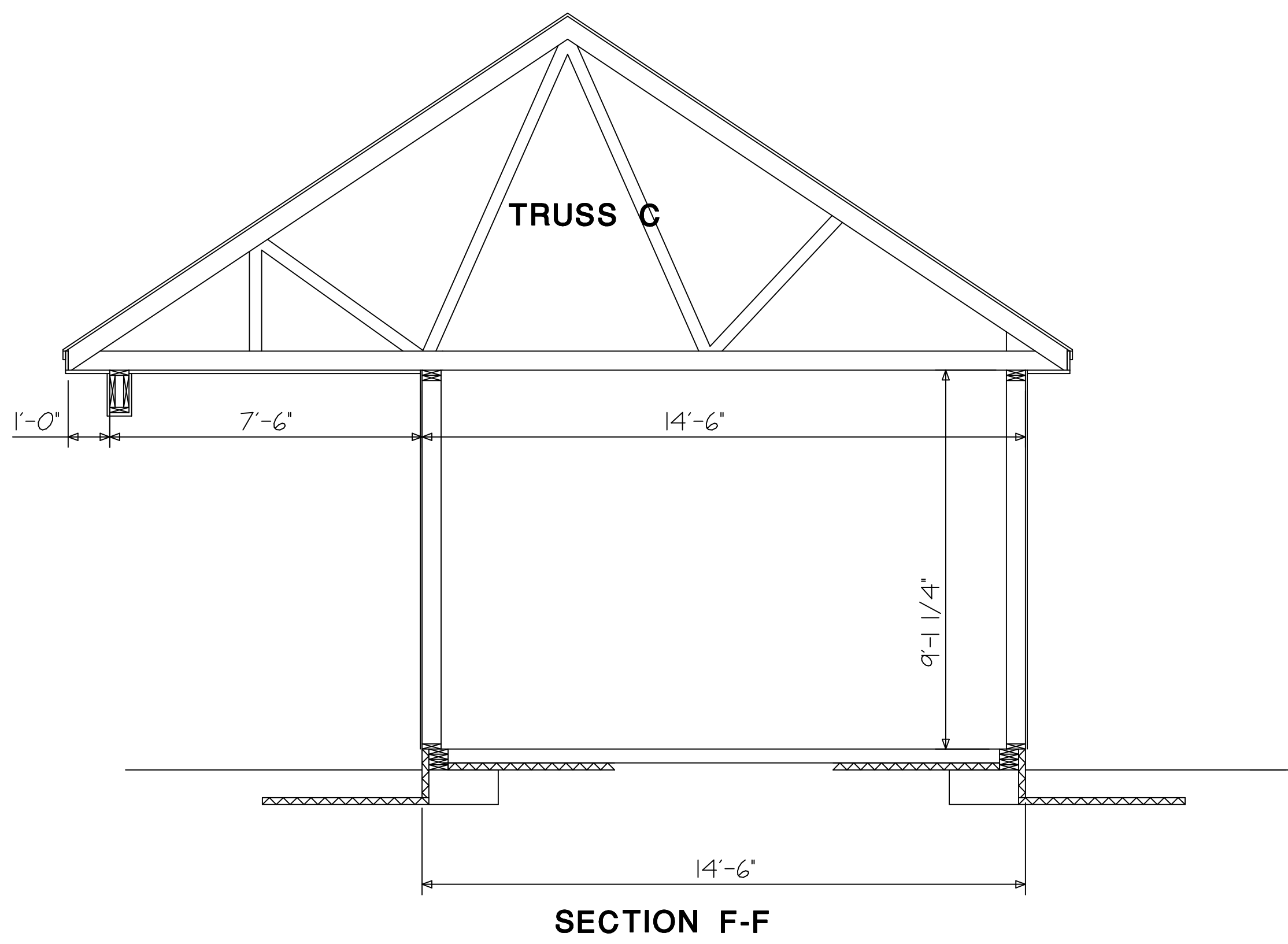


SECTION B-B



MAINE RESIDENTIAL DESIGN		FILE NAME
CASCO, ME. 207-627-3362		
JOB:	GRON DEVELOPMENT LLC	SCALE: 3/8"=1'-0"
DISCUSSION:	QUADPLEX PRELIM. VER 2	DATE: 10/18/2016
		DRAWN BY: MEJ
		APPROVED:

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MAINE RESIDENTIAL DESIGN		FILE NAME
CASCO, ME. 207-627-3362		
JOB:	GRON DEVELOPMENT LLC	SCALE: 3/8"=1'-0"
DISCUSSION:	QUADPLEX PRELIM. VER 2	DATE: 10/18/2016
		DRAWN BY:MEJ
		APPROVED:

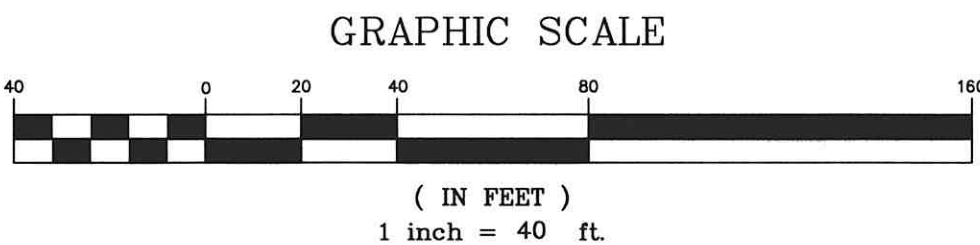
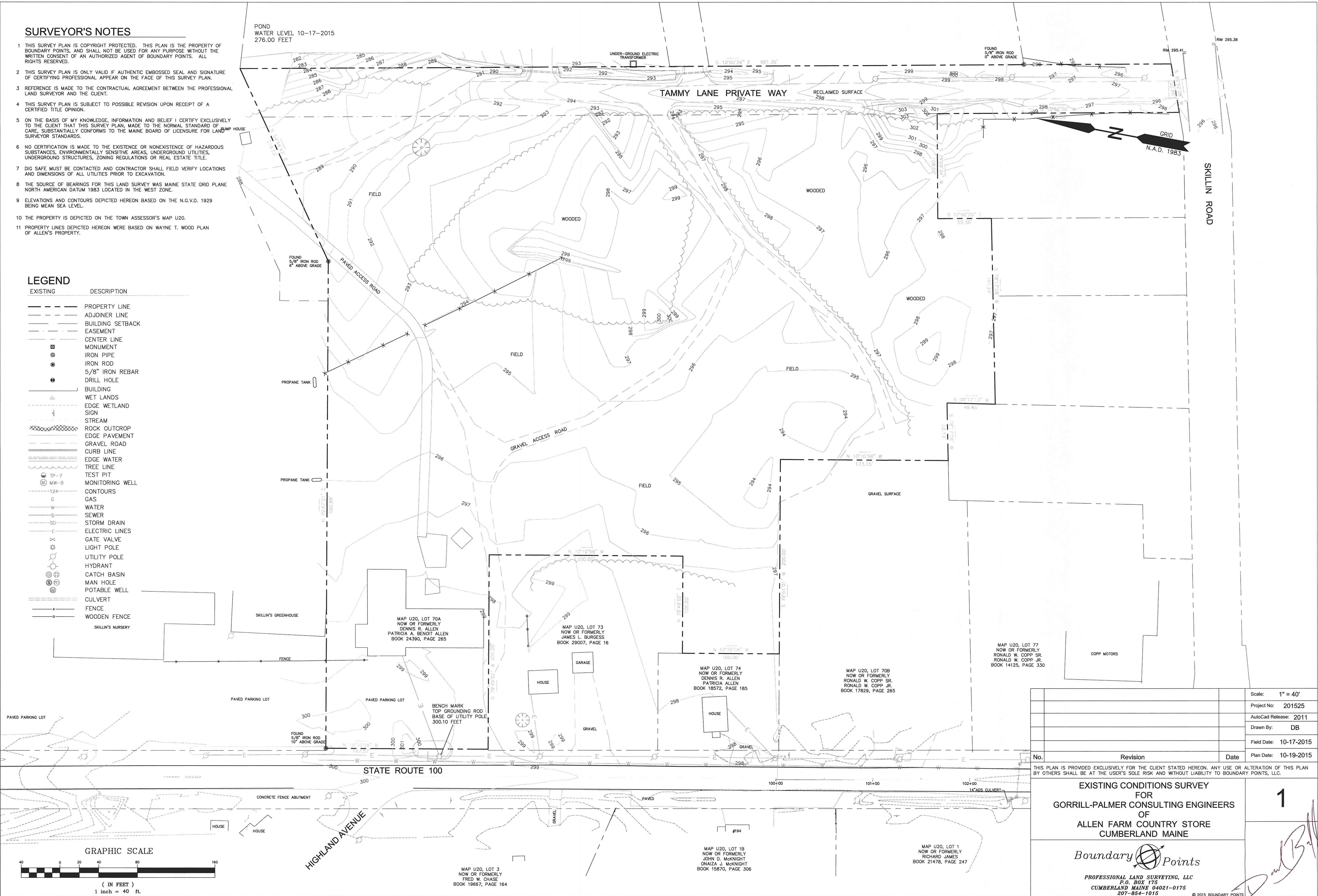
SURVEYOR'S NOTES

- 1 THIS SURVEY PLAN IS COPYRIGHT PROTECTED. THIS PLAN IS THE PROPERTY OF BOUNDARY POINTS, AND SHALL NOT BE USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF BOUNDARY POINTS. ALL RIGHTS RESERVED.
- 2 THIS SURVEY PLAN IS ONLY VALID IF AUTHENTIC EMBOSSED SEAL AND SIGNATURE OF CERTIFYING PROFESSIONAL APPEAR ON THE FACE OF THIS SURVEY PLAN.
- 3 REFERENCE IS MADE TO THE CONTRACTUAL AGREEMENT BETWEEN THE PROFESSIONAL LAND SURVEYOR AND THE CLIENT.
- 4 THIS SURVEY PLAN IS SUBJECT TO POSSIBLE REVISION UPON RECEIPT OF A CERTIFIED TITLE OPINION.
- 5 ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF I CERTIFY EXCLUSIVELY TO THE CLIENT THAT THIS SURVEY PLAN, MADE TO THE NORMAL STANDARD OF CARE, SUBSTANTIALLY CONFORMS TO THE MAINE BOARD OF LICENSURE FOR LAND SURVEYOR STANDARDS.
- 6 NO CERTIFICATION IS MADE TO THE EXISTENCE OR NONEXISTENCE OF HAZARDOUS SUBSTANCES, ENVIRONMENTALLY SENSITIVE AREAS, UNDERGROUND UTILITIES, UNDERGROUND STRUCTURES, ZONING REGULATIONS OR REAL ESTATE TITLE.
- 7 DIG SAFE MUST BE CONTACTED AND CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND DIMENSIONS OF ALL UTILITIES PRIOR TO EXCAVATION.
- 8 THE SOURCE OF BEARINGS FOR THIS LAND SURVEY WAS MAINE STATE GRID PLANE NORTH AMERICAN DATUM 1983 LOCATED IN THE WEST ZONE.
- 9 ELEVATIONS AND CONTOURS DEPICTED HEREON BASED ON THE N.G.V.D. 1929 BEING MEAN SEA LEVEL.
- 10 THE PROPERTY IS DEPICTED ON THE TOWN ASSESSOR'S MAP U20.
- 11 PROPERTY LINES DEPICTED HEREON WERE BASED ON WAYNE T. WOOD PLAN OF ALLEN'S PROPERTY.

LEGEND

EXISTING	DESCRIPTION
---	PROPERTY LINE
---	ADJOINER LINE
---	BUILDING SETBACK
---	EASEMENT
---	CENTER LINE
■	MONUMENT
●	IRON PIPE
⊙	IRON ROD
⊕	5/8" IRON REBAR
⊗	DRILL HOLE
▭	BUILDING
▭	WET LANDS
▭	EDGE WETLAND SIGN
▭	STREAM
▭	ROCK OUTCROP
▭	EDGE PAVEMENT
▭	GRAVEL ROAD
▭	CURB LINE
▭	EDGE WATER
▭	TREE LINE
⊙	TEST PIT
⊙	MONITORING WELL
---	CONTOURS
G	GAS
W	WATER
S	SEWER
SD	STORM DRAIN
E	ELECTRIC LINES
⊕	GATE VALVE
⊕	LIGHT POLE
⊕	UTILITY POLE
⊕	HYDRANT
⊕	CATCH BASIN
⊕	MAN HOLE
⊕	POTABLE WELL
---	CULVERT
x	FENCE
▭	WOODEN FENCE
---	SKILLIN'S NURSERY

POND
WATER LEVEL 10-17-2015
276.00 FEET



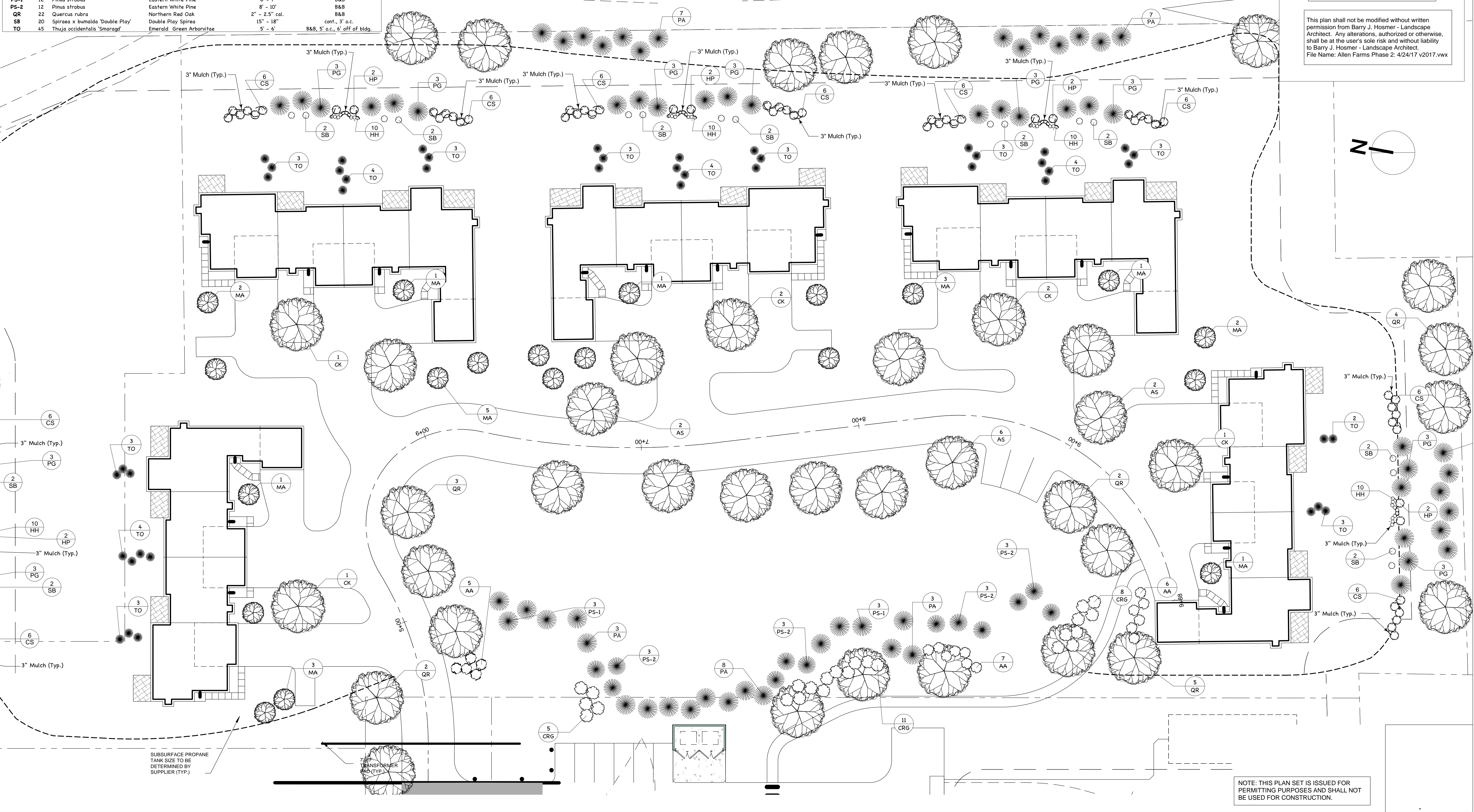
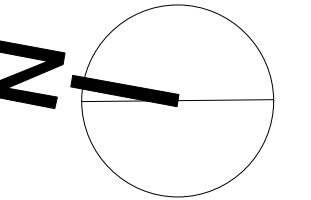
No.	Revision	Date	Scale: 1" = 40'
			Project No: 201525
			AutoCad Release: 2011
			Drawn By: DB
			Field Date: 10-17-2015
			Plan Date: 10-19-2015
THIS PLAN IS PROVIDED EXCLUSIVELY FOR THE CLIENT STATED HEREON. ANY USE OR ALTERATION OF THIS PLAN BY OTHERS SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO BOUNDARY POINTS, LLC.			
EXISTING CONDITIONS SURVEY FOR GORRILL-PALMER CONSULTING ENGINEERS OF ALLEN FARM COUNTRY STORE CUMBERLAND MAINE			1
Boundary Points			
PROFESSIONAL LAND SURVEYING, LLC P.O. BOX 175 CUMBERLAND MAINE 04021-0175 207-854-1015			
© 2015, BOUNDARY POINTS			

Plant Species List

ID	Qty	Latin Name	Common Name	Scheduled Size	Remarks
AA	18	Amelanchier alnifolia 'Regent'	Regent Saskatoon Serviceberry	2'-3'	cont., 5' o.c.
AS	10	Acer saccharum 'Legacy'	Sugar Maple 'Legacy'	2.5" - 3" cal.	B&B
CK	7	Cladostis kentukea	American Yellowwood	2.5" - 3" cal.	B&B
CRG	24	Cornus racemosa	Gray Dogwood	2'-3'	cont., 6' o.c.
CS	60	Cornus stolonifera 'Farrow'	Arctic Fire Red Twig Dogwood	18" - 24"	cont., 4' o.c.
HH	50	Hemerocallis x 'Happy Returns'	Happy Returns Dwarf Daylily	2 gal.	24" o.c.
HP	10	Hydrangea paniculata 'Bobo'	Bobo Hydrangea	18" - 24"	cont., 4' o.c.
MA	20	Malus x 'Adirondack'	Adirondack Crabapple	2.5" - 3" cal.	B&B
PA	28	Picea abies	Norway Spruce	6' - 7'	B&B
PG	30	Picea glauca	White Spruce	12' - 14'	B&B
PS-1	12	Pinus strobus	Eastern White Pine	6' - 7'	B&B
PS-2	12	Pinus strobus	Eastern White Pine	8' - 10'	B&B
QR	22	Quercus rubra	Northern Red Oak	2" - 2.5" cal.	B&B
SB	20	Spiraea x bumalda 'Double Play'	Double Play Spiraea	15" - 18"	cont., 3' o.c.
TO	45	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	5' - 6'	B&B, 5' o.c., 6' off of bldg.

Landscape Plan Prepared By:
Barry J. Hosmer ASLA
Land Planning - Landscape
Architecture
196 Whitney Avenue
Portland, Maine 04102
207-874-0248

This plan shall not be modified without written
permission from Barry J. Hosmer - Landscape
Architect. Any alterations, authorized or otherwise,
shall be at the user's sole risk and without liability
to Barry J. Hosmer - Landscape Architect.
File Name: Allen Farms Phase 2: 4/24/17 v2017.vwx



1	9/27/16	TOWN RESUBMISSION
Rev.	Date	Revision

FINAL SITE PLAN AND SUBDIVISION REVIEW	4/25/17	BJH
SITE PLAN AND SUBDIVISION REVIEW	5/31/16	BJH
Issued For	Date	By

Design: BJH Draft: CG Date: JULY 2016
Checked: BJH Scale: 1"=20' Job No.: 3071
File Name: acad-3071-SP-PH2.dwg
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Drawing Name:	Multiplex Landscape Plan
Project:	West Cumberland Multiplex Units 197 Gray Road, Cumberland, Maine 04021
Client:	Grun Development LLC 110 Marginal Way, Suite 110, Portland, Maine 04101

Drawing No.
L102

NOTE: THIS PLAN SET IS ISSUED FOR
PERMITTING PURPOSES AND SHALL NOT
BE USED FOR CONSTRUCTION.

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WEST CUMBERLAND MULTIPLEX UNITS CUMBERLAND, MAINE

PREPARED BY:



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LOCATION MAP
N.T.S.

LEGEND

EXISTING	DESCRIPTION	PROPOSED
	BUILDING	
	RIGHT OF WAY	
	PROPERTY LINE	
	BUILDING SETBACK	
	ZONE LINE	
	WETLAND BOUNDARY	
	GUIDE RAIL	
	EDGE OF PAVEMENT	
	EDGE OF GRAVEL DRIVE	
	GRADING CONTOUR LINE	
	SPOT ELEVATION	
	TREELINE	
	TREES & HEDGES	
	POLE WITH LIGHT FIXTURE(S)	
	UTILITY POLE	
	FREESTANDING SIGN	
	PAINTED DIRECTIONAL TRAFFIC ARROW	
	OVERHEAD ELECTRIC/TELEPHONE	
	UNDERGROUND ELECTRIC/TELEPHONE	
	WATER LINE	
	STORM DRAIN LINE	
	CULVERT	
	HYDRANT	
	WATER GATE VALVE	
	WATER SHUT OFF VALVE	
	MANHOLE	
	CATCH BASIN	
	TEST PIT	
	IRON ROD (SET)	
	IRON ROD (FOUND)	
	MONUMENT	
	RIPRAP	
	SILT FENCE - PERIMETER	
	STONE SEDIMENT BARRIER	
	FENCE	
	WELL	

GENERAL NOTES

GENERAL NOTES

1. TOPOGRAPHIC DATA AND EXISTING CONDITIONS WAS PREPARED BY BOUNDARY POINTS OF CUMBERLAND, MAINE ON OCTOBER 19, 2015.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR THE ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AND DIG SAFE AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
3. MAINTENANCE OF EROSION CONTROL MEASURES IS OF PARAMOUNT IMPORTANCE TO THE OWNER AND THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY ON-SITE INSPECTIONS OF THE OWNER, THE TOWN OF CUMBERLAND OR THEIR REPRESENTATIVES AT NO ADDITIONAL COST TO THE OWNER.
4. ALL MATERIAL SCHEDULES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY. THE CONTRACTOR SHALL PREPARE HIS OWN MATERIAL SCHEDULES BASED UPON HIS PLAN REVIEW. ALL SCHEDULES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO ORDERING MATERIALS OR PERFORMING WORK.
5. ALL MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO MAINE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, AND/OR TOWN OF CUMBERLAND SPECIFICATIONS.

PERMITTING NOTES

1. THIS PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF A SITE PLAN APPROVAL FROM THE TOWN OF CUMBERLAND. THE CONSTRUCTION WILL BE COVERED BY THE TOWN OF CUMBERLAND ZONING ORDINANCE WHICH IS AVAILABLE FOR VIEWING AT THE OFFICE OF THE ENGINEER OR THE MUNICIPAL OFFICE.
2. THE PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF A STORMWATER PERMIT FROM THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
3. THE CONTRACTOR SHALL REVIEW THE ABOVE REFERENCED PERMITS PRIOR TO SUBMITTING A BID FOR THIS PROJECT, AND INCLUDE COSTS AS NECESSARY TO COMPLY WITH THE CONDITIONS OF THESE PERMITS.

LAYOUT NOTES

1. ALL DIMENSIONING, UNLESS NOTED OTHERWISE, IS TO THE FACE OF CURB.
2. OFFSETS TO CATCH BASINS AND MANHOLES ARE TO THE CENTER OF THE FRAME.
3. PIPE LENGTH EQUALS THE CENTER TO CENTER DISTANCES BETWEEN CATCH BASINS AND/OR MANHOLES MINUS ONE-HALF OF THE DIAMETER OF EACH CATCH BASIN.
4. PROPERTY LINE AND R.O.W. MONUMENTS SHALL NOT BE DISTURBED BY CONSTRUCTION. IF DISTURBED, THEY SHALL BE RESET TO THEIR ORIGINAL LOCATIONS AT THE CONTRACTOR'S EXPENSE, BY A MAINE LICENSED LAND SURVEYOR.
5. PROPOSED RIGHT OF WAY MONUMENTS AND PROPERTY LINE PINS SHALL BE INSTALLED UNDER THE DIRECTION OF A MAINE LICENSED LAND SURVEYOR.
6. CURB RADII UNLESS OTHERWISE NOTED ON THE PLAN SHALL BE A MINIMUM OF 3'.

UTILITY NOTES

1. ALL WATER UTILITY MATERIALS AND INSTALLATION METHODS SHALL CONFORM TO PORTLAND WATER DISTRICT STANDARDS. ALL WATER DISTRIBUTION PIPING SHALL BE CLASS 52 DUCTILE IRON PIPE, DOUBLE CEMENT LINED AND BITUMINOUS COATED CONFORMING TO AWWA/ANSI C104/A21.4. DISINFECTION OF WATER LINES SHALL CONFORM TO AWWA STANDARD C651, LATEST REVISION.
2. THE LOCATION OF THE PROPOSED UNDERGROUND ELECTRICAL SERVICE IS APPROXIMATE AND THE CONTRACTOR SHALL COORDINATE THE EXACT LOCATION WITH CENTRAL MAINE POWER COMPANY.
3. THRUST BLOCKS OR LOCKING RETAINER GLANDS SHALL BE PLACED ON THE WATER DISTRIBUTION LINES AT ALL BENDS, TEES, VALVES, CHANGES IN DIRECTION, ETC. THE THRUST BLOCKS OR LOCKING RETAINER GLANDS SHALL MEET THE REQUIREMENTS OF THE PORTLAND WATER DISTRICT STANDARDS.
4. TEST PITS AT ALL UTILITY CROSSINGS SHALL BE COMPLETED TWO WEEKS IN ADVANCE OF THE START OF CONSTRUCTION OR ORDERING OF MATERIALS. TEST PIT INFORMATION SHALL BE PROMPTLY PROVIDED TO ENGINEER FOR REVIEW.

GRADING AND DRAINAGE NOTES

1. UNLESS OTHERWISE NOTED, ALL STORM DRAIN PIPE SHALL BE IN ACCORDANCE WITH MDOT SPECIFICATIONS SECTION 603-- PIPE CULVERTS AND STORM DRAINS, LATEST REVISION WITH THE EXCEPTION THAT THE ONLY ACCEPTABLE TYPES OF PIPE ARE AS FOLLOWS:
REINFORCED CONCRETE PIPE, CLASS III
POLYVINYL-CHLORIDE (PVC) PIPE
SMOOTH BORE POLYETHYLENE - ADS OR HANCOR
2. TOPSOIL STRIPPED IN AREAS OF CONSTRUCTION THAT IS SUITABLE FOR REUSE AS LOAM SHALL BE STOCKPILED ON SITE AT A LOCATION TO BE DESIGNATED BY THE OWNER. UNSUITABLE SOIL SHALL BE SEPARATED, REMOVED AND DISPOSED OF AT AN APPROVED DISPOSAL LOCATION OFF SITE.
3. THE CONTRACTOR SHALL ANTICIPATE THAT GROUNDWATER WILL BE ENCOUNTERED DURING CONSTRUCTION AND SHALL INCLUDE SUFFICIENT COSTS WITHIN THEIR BID TO PROVIDE DEWATERING AS NECESSARY. NO SEPARATE PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR DEWATERING.

EROSION CONTROL NOTES

1. LAND DISTURBING ACTIVITIES SHALL BE ACCOMPLISHED IN A MANNER AND SEQUENCE THAT CAUSES THE LEAST PRACTICAL DISTURBANCE OF THE SITE.
2. PRIOR TO BEGINNING ANY CLEARING/LAND DISTURBING ACTIVITIES, THE CONTRACTOR SHALL INSTALL THE PERIMETER SILT FENCES AND THE CONSTRUCTION ENTRANCE.
3. ALL GROUND AREAS DISTURBED FOR CONSTRUCTION WILL BE GRADED, LOAMED AND SEEDED AS SOON AS POSSIBLE. PERMANENT SEED MIXTURE SHALL CONFORM TO THE SEEDING PLAN CONTAINED IN THE EROSION CONTROL NOTES INCLUDED ON SHEET C404.
4. SILT FENCES SHALL BE INSPECTED, REPAIRED AND CLEANED AS NOTED IN THE EROSION CONTROL NOTES.
5. THE CONTRACTOR SHALL REPAIR AND ADD STONE TO THE CONSTRUCTION ENTRANCE AS IT BECOMES SATURATED WITH MUD TO ENSURE THAT IT WORKS AS PLANNED DURING CONSTRUCTION.
6. SILT REMOVED FROM AROUND INLETS AND BEHIND THE SILT FENCES SHALL BE PLACED ON A TOPSOIL STOCKPILE AND MIXED INTO IT FOR LATER USE IN LANDSCAPING OPERATIONS.
7. EROSION CONTROL NOTES ACCOMPANY THIS PLAN SET AND ARE CONTAINED ON DRAWING C404 OF THIS PLAN SET.
8. THE MAINTENANCE SCHEDULE FOR THE CATCH BASIN SEDIMENT SUMPS IS CONTAINED IN THE EROSION CONTROL NOTES INCLUDED ON SHEET C404.
9. THE CONTRACTOR IS CAUTIONED THAT FAILURE TO COMPLY WITH THE SEQUENCE OF CONSTRUCTION, EROSION/SEDIMENT CONTROL PLAN, AND OTHER PERMIT REQUIREMENTS BASED UPON ANY THIRD PARTY REVIEW (ie MDEP) MAY RESULT IN MONETARY PENALTIES. THE CONTRACTOR SHALL BE ASSESSED ALL SUCH PENALTIES AT NO COST TO THE OWNER OR PERMITTEE.
10. ALL NON-PAVED AREAS DISTURBED DURING CONSTRUCTION SHALL BE LOAMED AND SEEDED, UNLESS OTHERWISE DIRECTED BY THE OWNER.
11. ALL DISTURBED AREAS ARE TO RECEIVE A MINIMUM OF 4" OF TOPSOIL PRIOR TO PERMANENT SEEDING.

UTILITIES

WATER:

PORTLAND WATER DISTRICT
225 DOUGLASS STREET
PORTLAND, MAINE 04102
(207) 761-8300
CONTACT: JAY ARNOLD

ELECTRIC:

CENTRAL MAINE POWER
162 CANCO ROAD
PORTLAND, MAINE 04103
(207) 828-2882
CONTACT: JAMIE COUGH

TELEPHONE:

VERIZON
5 DAVIS FARM ROAD
PORTLAND, MAINE 04103
(207) 797-1842
CONTACT: DEBBIE MURPHY

CABLE:

TIME WARNER CABLE
118 JOHNSON ROAD
PORTLAND, MAINE 04102
(207) 253-2222

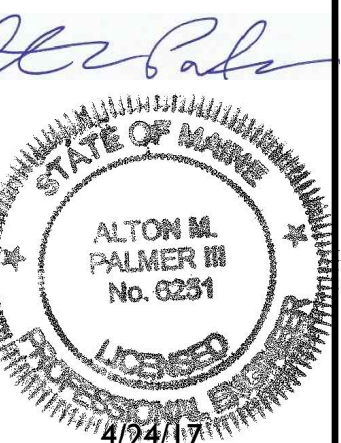
INDEX

C001	COVER SHEET, GENERAL NOTES, & LEGEND
—	SURVEY
C100	MASTER PLAN
C101	LAYOUT AND UTILITY PLAN
C102	LAYOUT AND UTILITY PLAN
C103	OVERALL GRADING, DRAINAGE & EROSION CONTROL PLAN
C104	GRADING, DRAINAGE & EROSION CONTROL PLAN
C105	GRADING, DRAINAGE & EROSION CONTROL PLAN
C401	MISCELLANEOUS DETAILS
C402	MISCELLANEOUS DETAILS
C403	FILTER PLAN AND DETAILS
C404	EROSION CONTROL DETAILS
C405	EROSION CONTROL NOTES
L102	LANDSCAPING PLAN & DETAILS
—	LIGHTING PLAN

PERMITS

TYPE OF PERMIT	GOVERNING BODY	STATUS
STORMWATER PERMIT AMENDMENT	MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION 312 CANCO ROAD PORTLAND, ME 04103 (207) 822-6300	SUBMITTED: MARCH 2017
SITE PLAN AND SUBDIVISION APPLICATION	TOWN OF CUMBERLAND PLANNING DEPARTMENT 290 TUTTLE ROAD CUMBERLAND, MAINE 04021 (207) 829-5559	SUBMITTED: MAY 2016 RESUBMISSION: SEPT. 2016
ENTRANCE PERMIT	MAINE DEPARTMENT OF TRANSPORTATION P.O. BOX 358 SCARBOROUGH, ME 04070 (207) 885-7000	RECEIVED: NOVEMBER 2016

NOTE: THIS PLAN SET IS ISSUED FOR PERMITTING PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.



U:\3071 Alien Farms Redevelopment Rt 100 Cumberland\2 - CAD\DWG\PHASE 2\3071-COVER-PH2.dwg 4/24/2017 2:36 PM

Rev.	Date	Revision
2	10/25/16	RESPONSE TO COMMENTS
1	9/27/16	TOWN RESUBMISSION

Design:	Draft:	Date:
CEH	CG	APRIL 2017
Checked: AMP	Scale: NTS	Job No.: 3071
File Name: 3071-COVER-PH2.dwg		
FINAL SITE PLAN AND SUBDIVISION REVIEW	4/24/17	AMP
MDEP STORMWATER AMENDMENT	2/28/17	AMP
SITE PLAN AND SUBDIVISION REVIEW	5/31/16	DER
Issued For	Date	By

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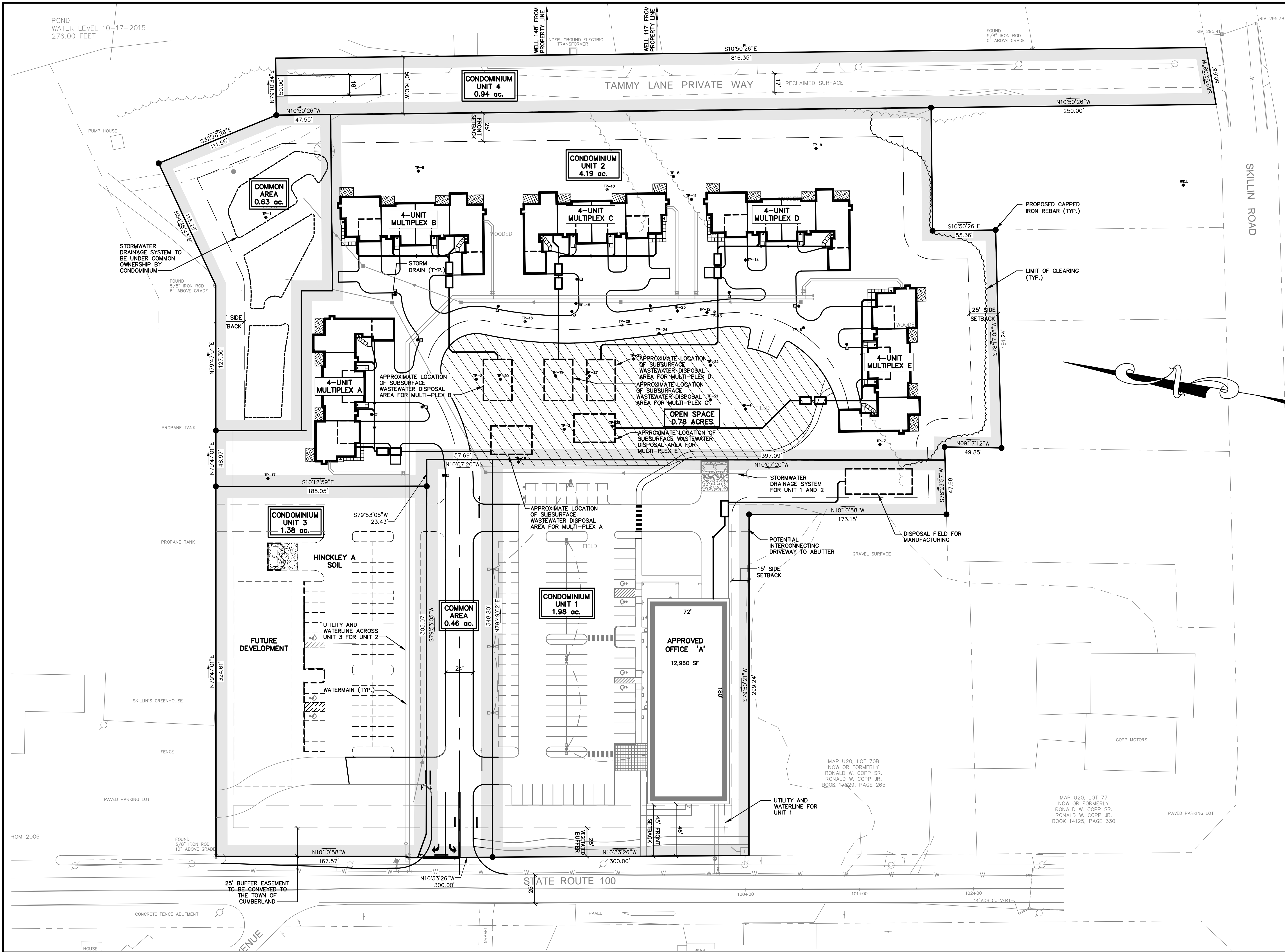


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Drawing Name:	Cover Sheet, General Notes, and Legend
Project:	West Cumberland Multiplex Units 197 Gray Road, Cumberland, Maine 04021
Client:	Grun Development, LLC/Green SIP Construction, Inc. 110 Marginal Way, Suite 110, Portland, Maine 04101

Drawing No.	C001
-------------	------

U:\3071 Allen Farms Redevelopment Rt 100 Cumberland\Z - CAD\DWG\PHASE 2\3071-Master-condo-PH2.dwg 4/24/2017 2:37 PM



SITE DATA		
ZONE: VCC MULTIPLEX OVERLAY		
SITE AREA	9.6 ACRES	
PARKING	REQUIRED	PROVIDED
MULTIPLEX (20 UNITS) (1.5 SP/UNIT)	30	37

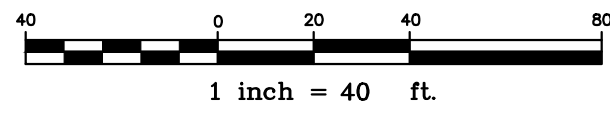
SPACE AND BULK STANDARDS		
ZONE: VCC MULTIPLEX OVERLAY	REQUIRED	PROVIDED
MIN. LOT SIZE	5 ACRES	9.6 ACRES
MIN. LOT AREA PER DWELLING UNIT	8,000 SF	10,800 SF
BUILDING SETBACKS		
FRONT	45'	>45'
SIDE	15'	>15'
REAR	50'	>50'
MULTIPLEX BUILDING SETBACKS		
FRONT	25'	>25'
SIDE	25'	>25'
REAR	50'	N/A
VEGETATED BUFFERS		
FRONT	25'	>25'
REAR	25'	>25'
OPEN SPACE	10%	>10%

NOTES:
APPROVAL OF THIS SUBDIVISION PLAN SHALL BECOME NULL AND VOID IF NOT FILED FOR RECORDING WITHIN 90 DAYS OF FINAL PLAN APPROVAL.

APPROVAL OF THE PLANNING BOARD OF CUMBERLAND, MAINE	
CHAIR	DATE: _____
	DATE: _____
	DATE: _____
	DATE: _____
	DATE: _____
	DATE: _____

STATE OF MAINE, CUMBERLAND, ss
REGISTRY OF DEEDS

RECEIVED _____
at _____ h _____ m _____ M and recorded in
Plan Book _____, Page _____
Attest: _____ REGISTER



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Rev.	Date	Revision
2	10/25/16	RESPONSE TO COMMENTS
1	9/27/16	TOWN RESUBMISSION

Design:	Draft:	Date:
CEH	CG	APRIL 2017
Checked: AMP	Scale: 1"=40'	Job No.: 3071
File Name: 3071-Master-condo-PH2.dwg		
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MDEP STORMWATER AMENDMENT	2/28/17	AMP
SITE PLAN AND SUBDIVISION REVIEW	5/31/16	DER
Issued For	Date	By

Design: CEH	Draft: CG	Date: APRIL 2017
Checked: AMP	Scale: 1"=40'	Job No.: 3071
File Name: 3071-Master-condo-PH2.dwg		
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MDEP STORMWATER AMENDMENT	2/28/17	AMP
SITE PLAN AND SUBDIVISION REVIEW	5/31/16	DER
Issued For	Date	By

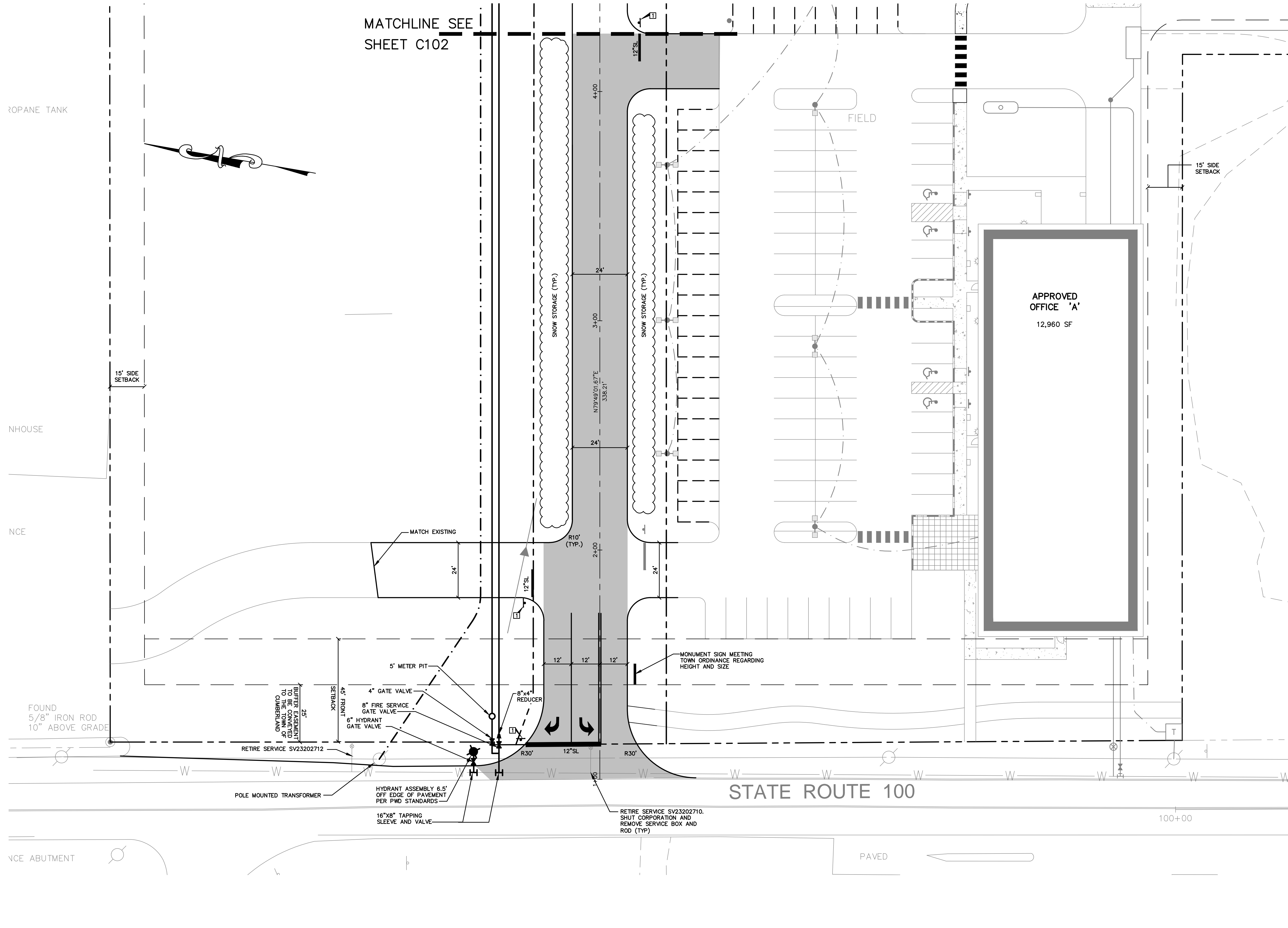


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Drawing Name:	Updated Master/Subdivision Plan
Project:	West Cumberland Multiplex Units 197 Gray Road, Cumberland, Maine 04021
Client:	Grun Development, LLC/Green SIP Construction, Inc. 110 Marginal Way, Suite 110, Portland, Maine 04101

Drawing No.
C100

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SITE DATA			
ZONE: VCC MULTIPLEX OVERLAY			
SITE AREA	9.6 ACRES		
PARKING	REQUIRED	PROVIDED	
MULTIPLEX (20 UNITS) (1.5 SP/UNIT)	30	37	

SPACE AND BULK STANDARDS		
ZONE: VCC MULTIPLEX OVERLAY	REQUIRED	PROVIDED
MIN. LOT SIZE	5 ACRES	9.6 ACRES
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BUILDING SETBACKS		
FRONT	45'	>45'
SIDE	15'	>15'
REAR	50'	>50'
MULTIPLEX BUILDING SETBACKS		
FRONT	25'	>25'
SIDE	25'	>25'
REAR	50'	N/A
VEGETATED BUFFERS		
FRONT	25'	>25'
REAR	25'	>25'
OPEN SPACE	10%	10%

PAVEMENT LEGEND
ALL PAVEMENT SHALL BE STANDARD DUTY EXCEPT AS FOLLOWS:
HEAVY DUTY BITUMINOUS CONCRETE

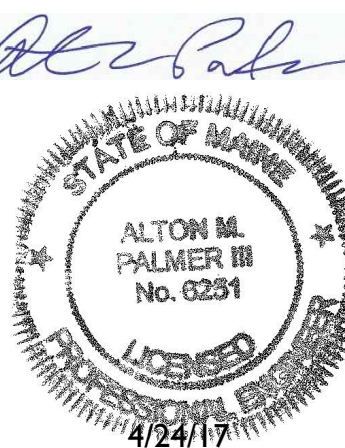
STRIPING LEGEND
SIGNAGE, STRIPING AND PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) REGARDING SIZE, INSTALLATION, LOCATION & REFLECTIVITY.
12"SL - 12" WIDTH STOP LINE

SIGN LEGEND
R1-1 30"x 30"

NOTES:
1. ENTRANCE PERMIT AMENDMENT REQUIRED FROM MAINE DOT.

20 0 10 20 40
1 inch = 20 ft.

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Rev.	Date	Revision
2	10/25/16	RESPONSE TO COMMENTS
1	9/27/16	TOWN RESUBMISSION

Issued For	Date	By
FINAL SITE PLAN AND SUBDIVISION REVIEW	4/24/17	AMP
MDEP STORMWATER AMENDMENT	2/28/17	AMP
SITE PLAN AND SUBDIVISION REVIEW	5/31/16	DER

Design: CEH	Draft: CG	Date: APRIL 2017
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File Name: 3071-SP-PH2.dwg		
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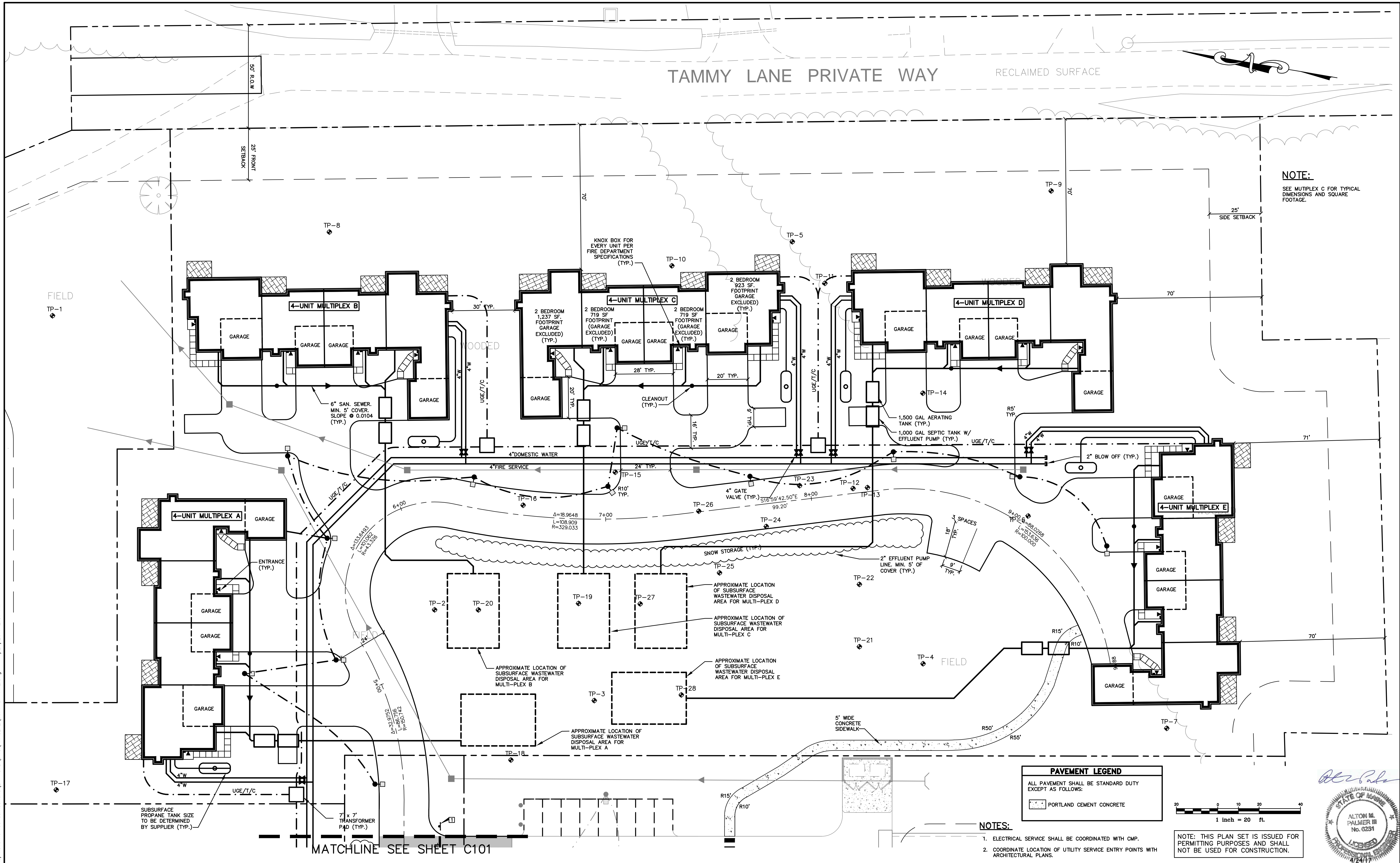


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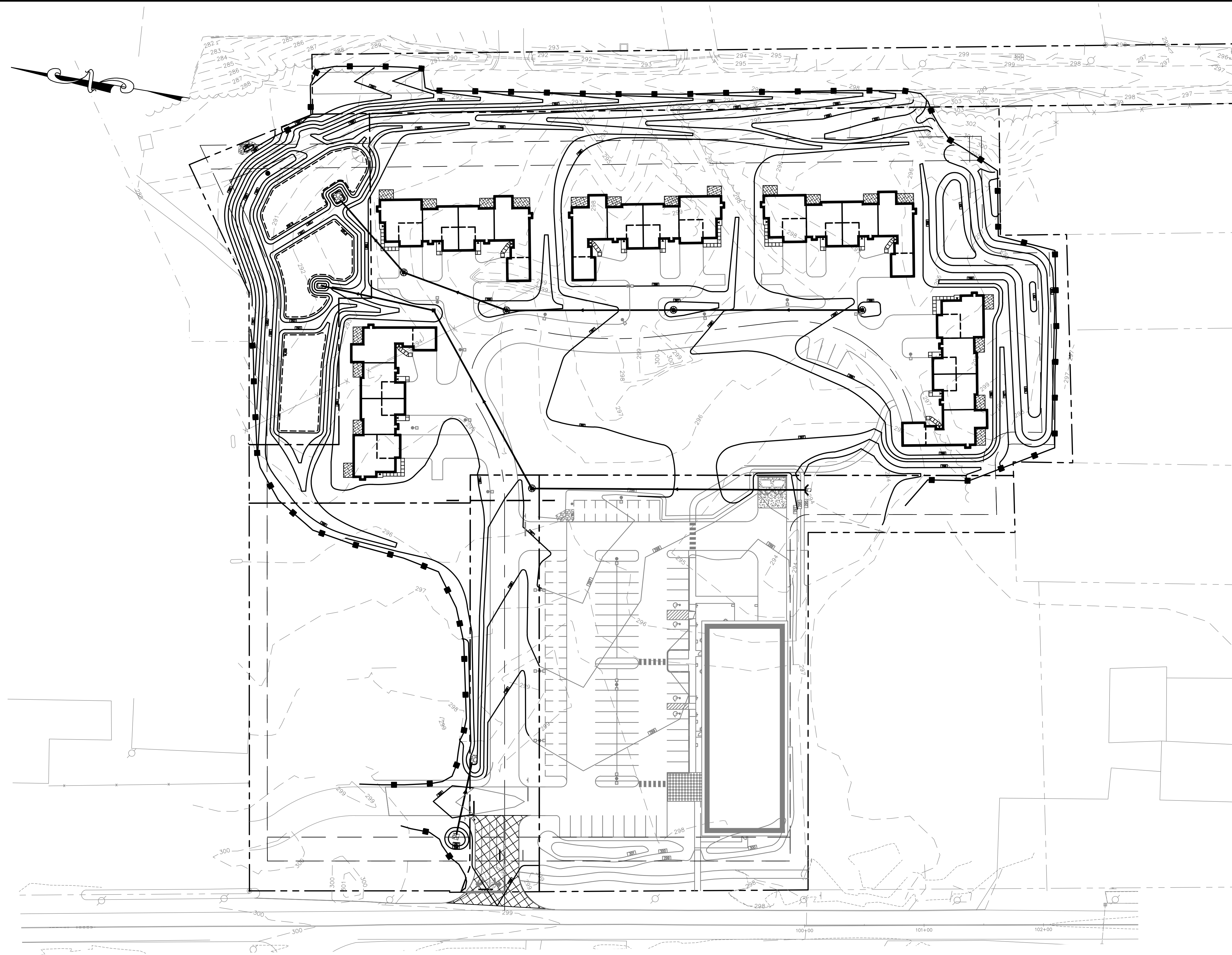
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Project:	West Cumberland Multiplex Units 197 Gray Road, Cumberland, Maine 04021
Client:	Grun Development, LLC/Green SIP Construction, Inc. 110 Marginal Way, Suite 110, Portland, Maine 04101

Drawing No.
C101

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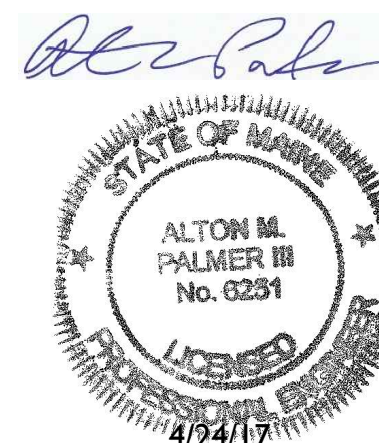


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1 inch = 40 ft.

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2	10/25/16	RESPONSE TO COMMENTS
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Design: CEH	Draft: CG	Date: APRIL 2017
Checked: AMP	Scale: 1"=40'	Job No.: 3071
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FINAL SITE PLAN AND SUBDIVISION REVIEW	4/24/17	AMP
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SITE PLAN AND SUBDIVISION REVIEW	5/31/16	DER
Issued For	Date	By

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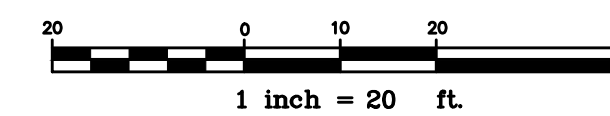
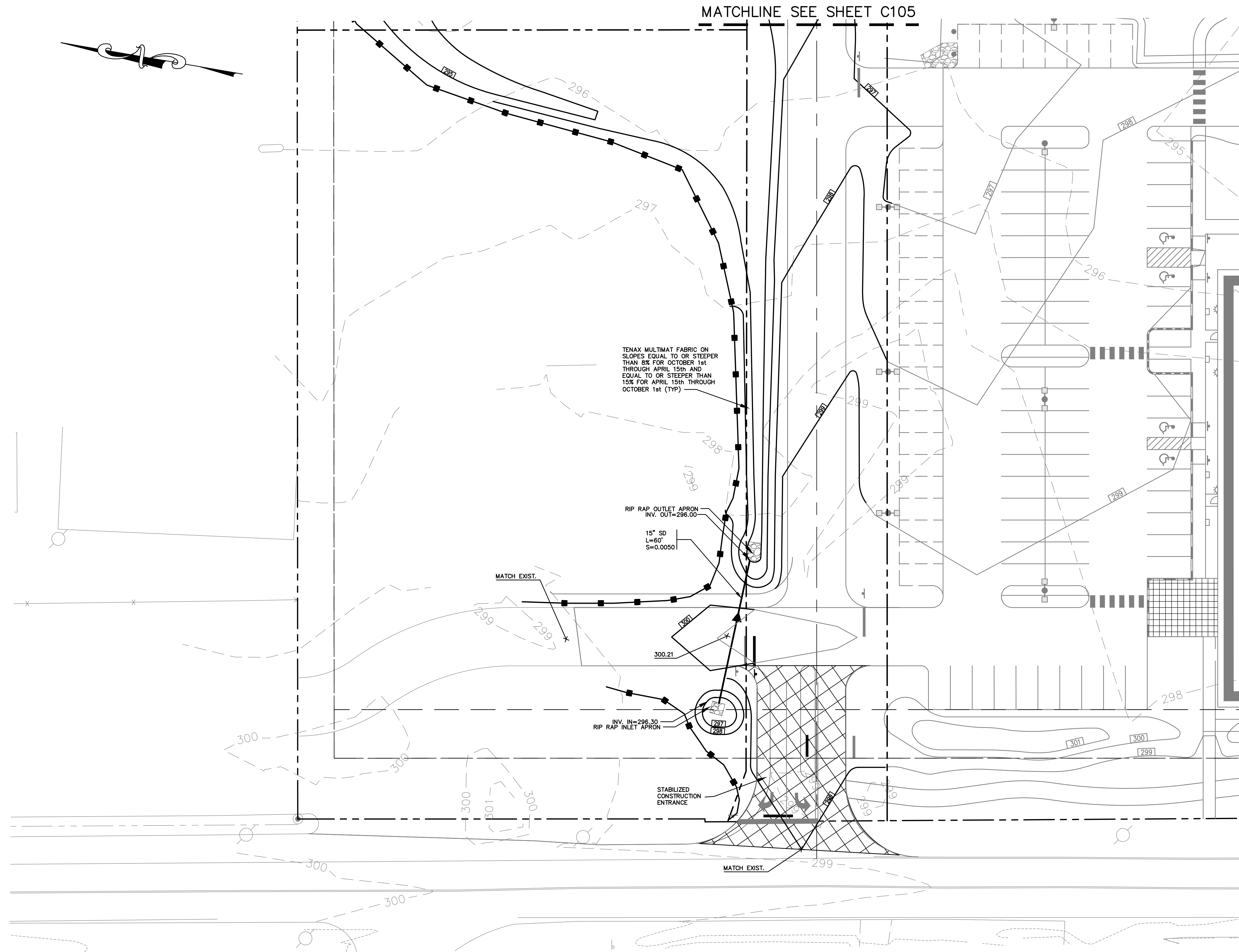


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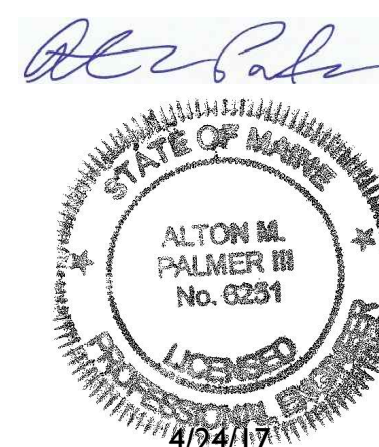
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Project:	West Cumberland Multiplex Units 197 Gray Road, Cumberland, Maine 04021
Client:	Grun Development, LLC/Green SIP Construction, Inc. 110 Marginal Way, Suite 110, Portland, Maine 04101

Drawing No.
C103

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1	9/27/16	TOWN RESUBMISSION

Design: CEH	Draft: CG	Date: APRIL 2017
Checked: AMP	Scale: 1"=20'	Job No.: 3071
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FINAL SITE PLAN AND SUBDIVISION REVIEW	4/24/17	AMP
MDEP STORMWATER AMENDMENT	2/28/17	AMP
SITE PLAN AND SUBDIVISION REVIEW	5/31/16	DER
Issued For	Date	By

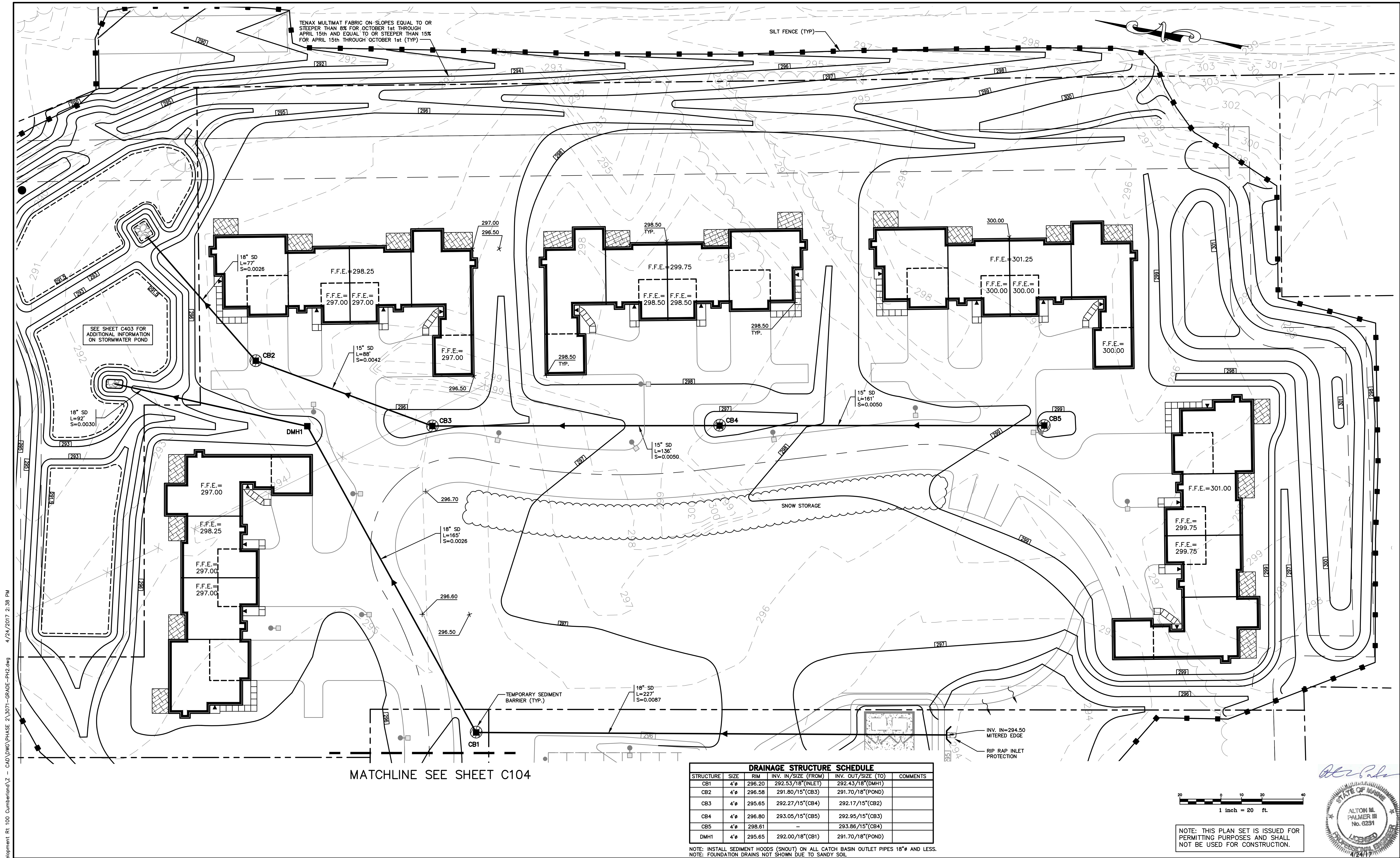
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Drawing Name:	Grading, Drainage & Erosion Control Plan
Project:	West Cumberland Multiplex Units 197 Gray Road, Cumberland, Maine 04021
Client:	Grun Development, LLC/Green SIP Construction, Inc. 110 Marginal Way, Suite 110, Portland, Maine 04101

Drawing No.	C104
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Rev.	Date	Revision
2	10/25/16	RESPONSE TO COMMENTS
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Issued For	Revision	Date	By
FINAL SITE PLAN AND SUBDIVISION REVIEW	4/24/17	AMP	
MDEP STORMWATER AMENDMENT	2/28/17	AMP	
SITE PLAN AND SUBDIVISION REVIEW	5/31/16	DER	

Design: CEH	Draft: CG	Date: APRIL 2017
Checked: AMP	Scale: 1"=20'	Job No.: 3071
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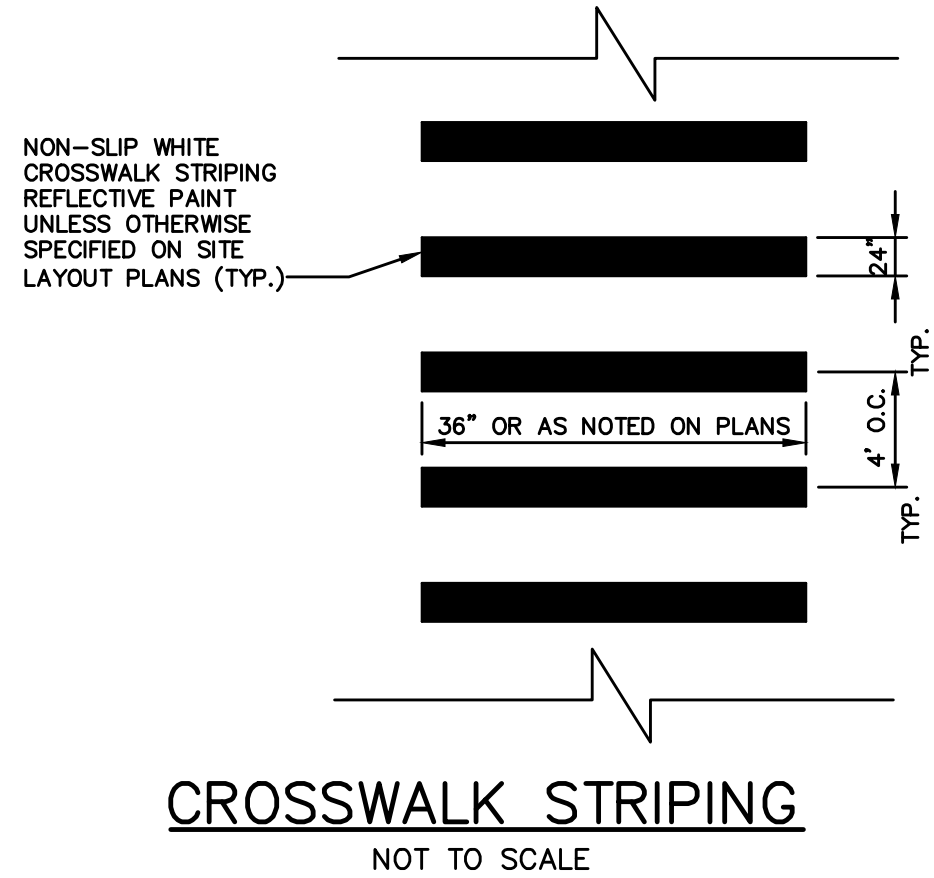


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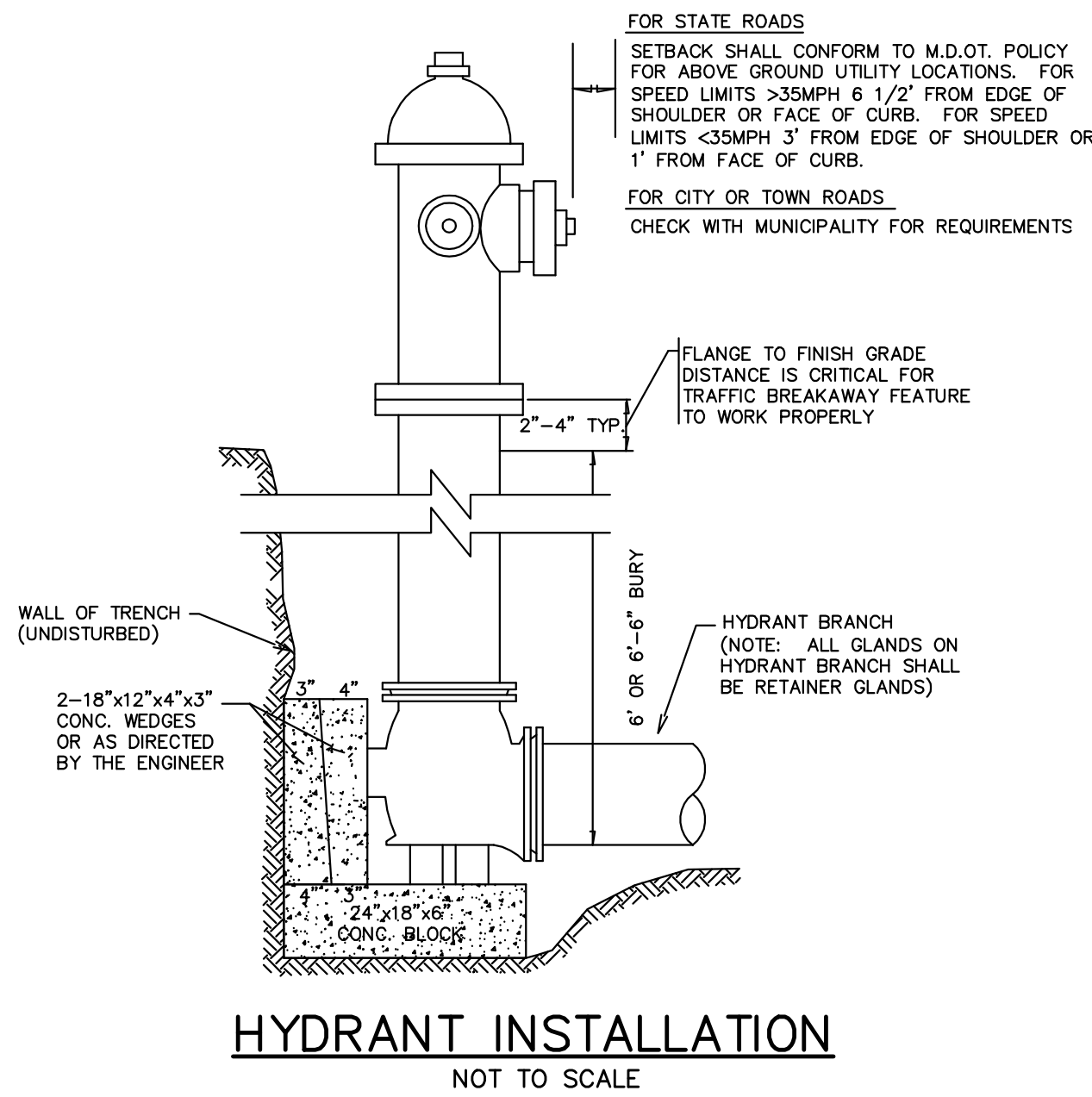
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Project:	West Cumberland Multiplex Units 197 Gray Road, Cumberland, Maine 04021
Client:	Grun Development, LLC/Green SIP Construction, Inc. 110 Marginal Way, Suite 110, Portland, Maine 04101

Drawing No.	C105
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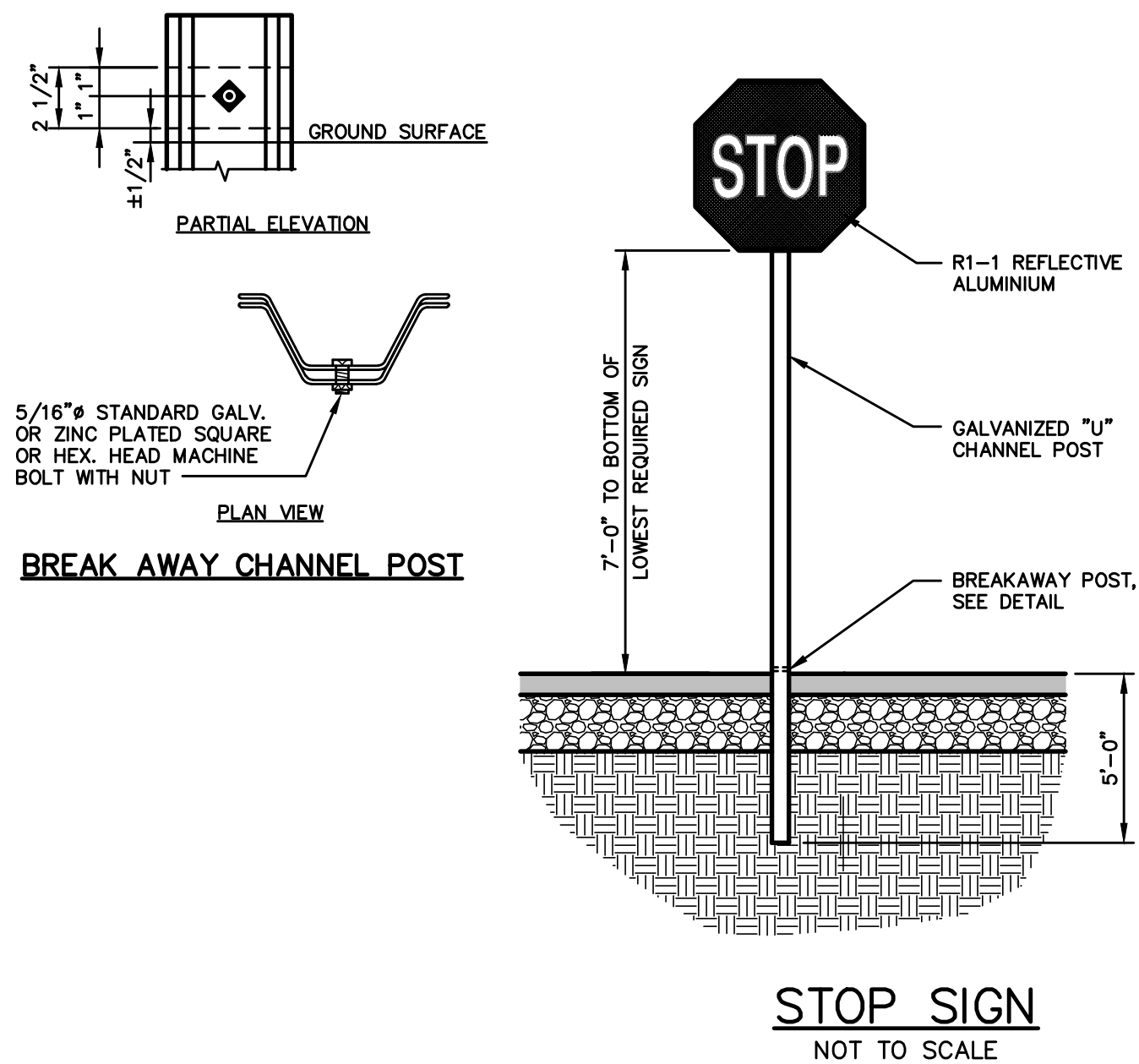
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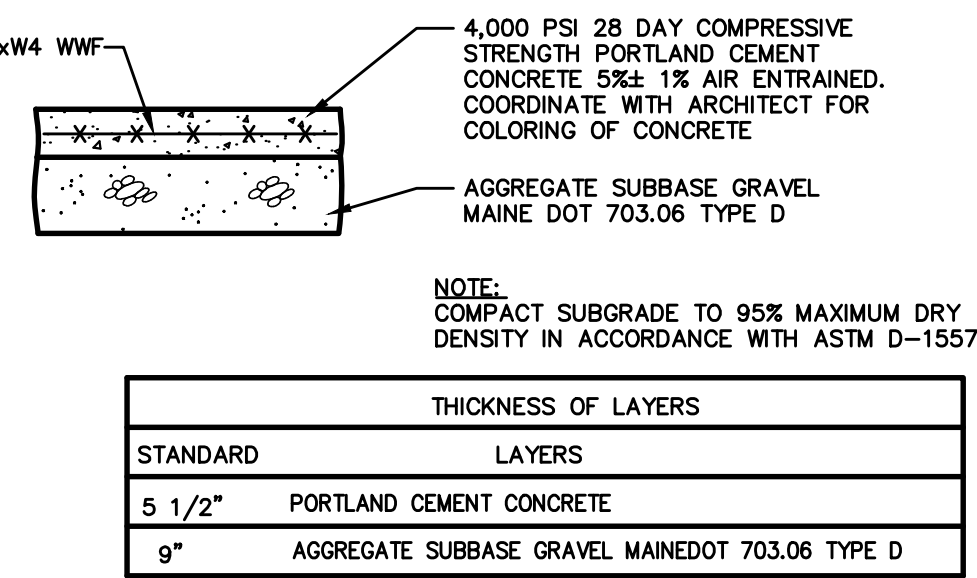
CROSSWALK STRIPING
NOT TO SCALE



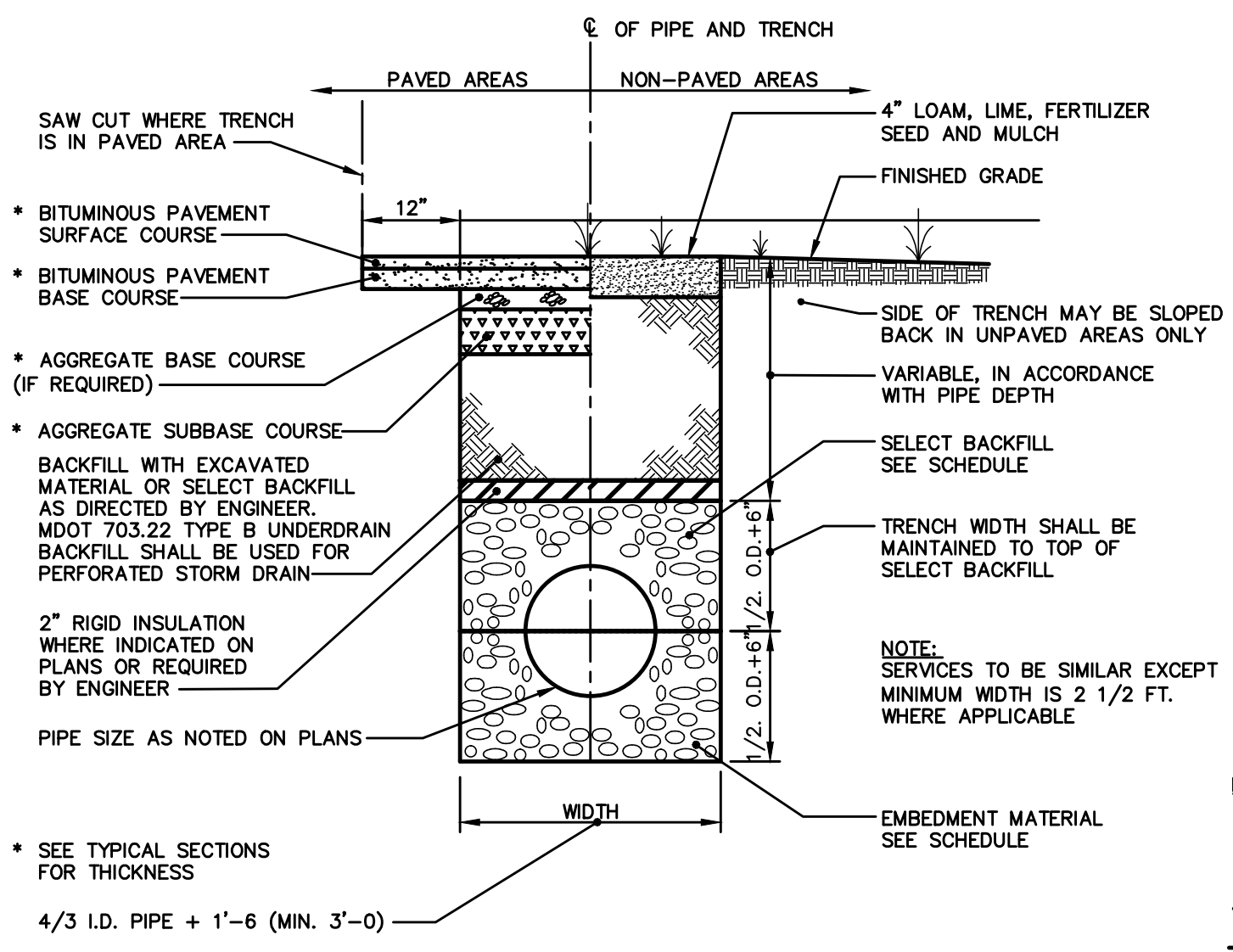
HYDRANT INSTALLATION
NOT TO SCALE



PORTLAND CEMENT CONCRETE SECTION
NOT TO SCALE



NOTE:
WHERE NON-FROST SUSCEPTIBLE SOILS (I.E. LESS THAN 10% PASSING THE NO. 200 SIEVE) ARE FOUND NOT TO BE PRESENT BENEATH THE BOTTOM OF THE PAVEMENT SECTION, THEN THESE SOILS SHOULD BE REPLACED WITH NON-FROST SUSCEPTIBLE SOILS TO A MINIMUM DEPTH OF 18 INCHES BELOW DESIGN SOIL SUBGRADE.



SCHEDULE OF TRENCH BACKFILL		
TYPE OF PIPE	EMBEDMENT MATERIAL	SELECT BACKFILL
CMP DUCTILE IRON RCP	MDOT 703.22 TYPE B UD BACKFILL	MDOT 703.22 TYPE B UD BACKFILL
PVC-SDR 35 HDPE	MDOT 703.22 TYPE C 3/4" CRUSHED STONE	MDOT 703.22 TYPE B UD BACKFILL
PERFORATED PVC-SDR35 HDPE	MDOT 703.22 TYPE C 3/4" CRUSHED STONE	MDOT 703.22 TYPE C 3/4" CRUSHED STONE

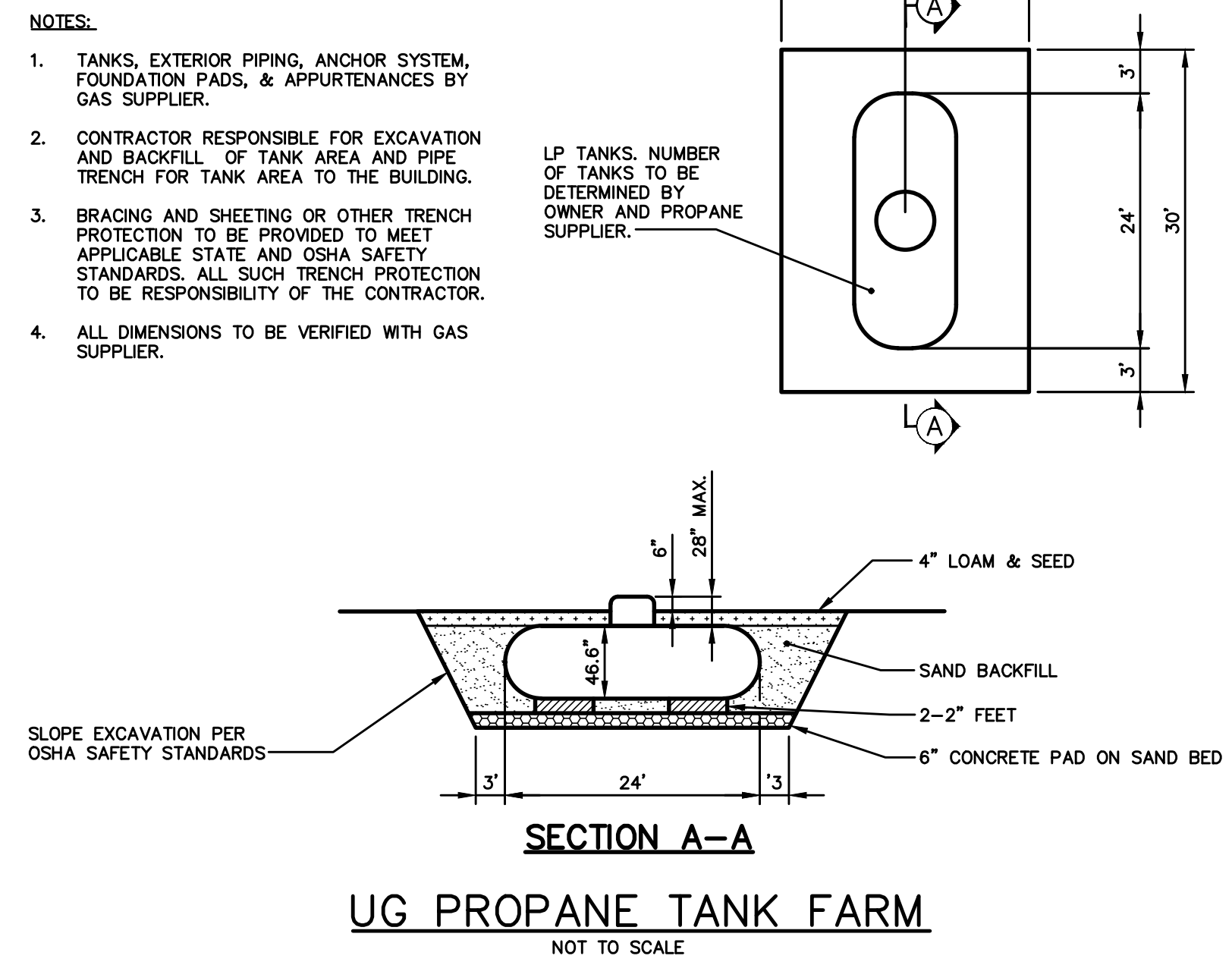
NOTE:

- BRACING AND SHEETING OR OTHER TRENCH PROTECTION TO BE PROVIDED TO MEET APPLICABLE STATE AND O.S.H.A. SAFETY STANDARDS. ALL SUCH TRENCH PROTECTION TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
- INSTALL WARNING TAPE DIRECTLY ABOVE UTILITIES, 12" BELOW FINISH GRADE.

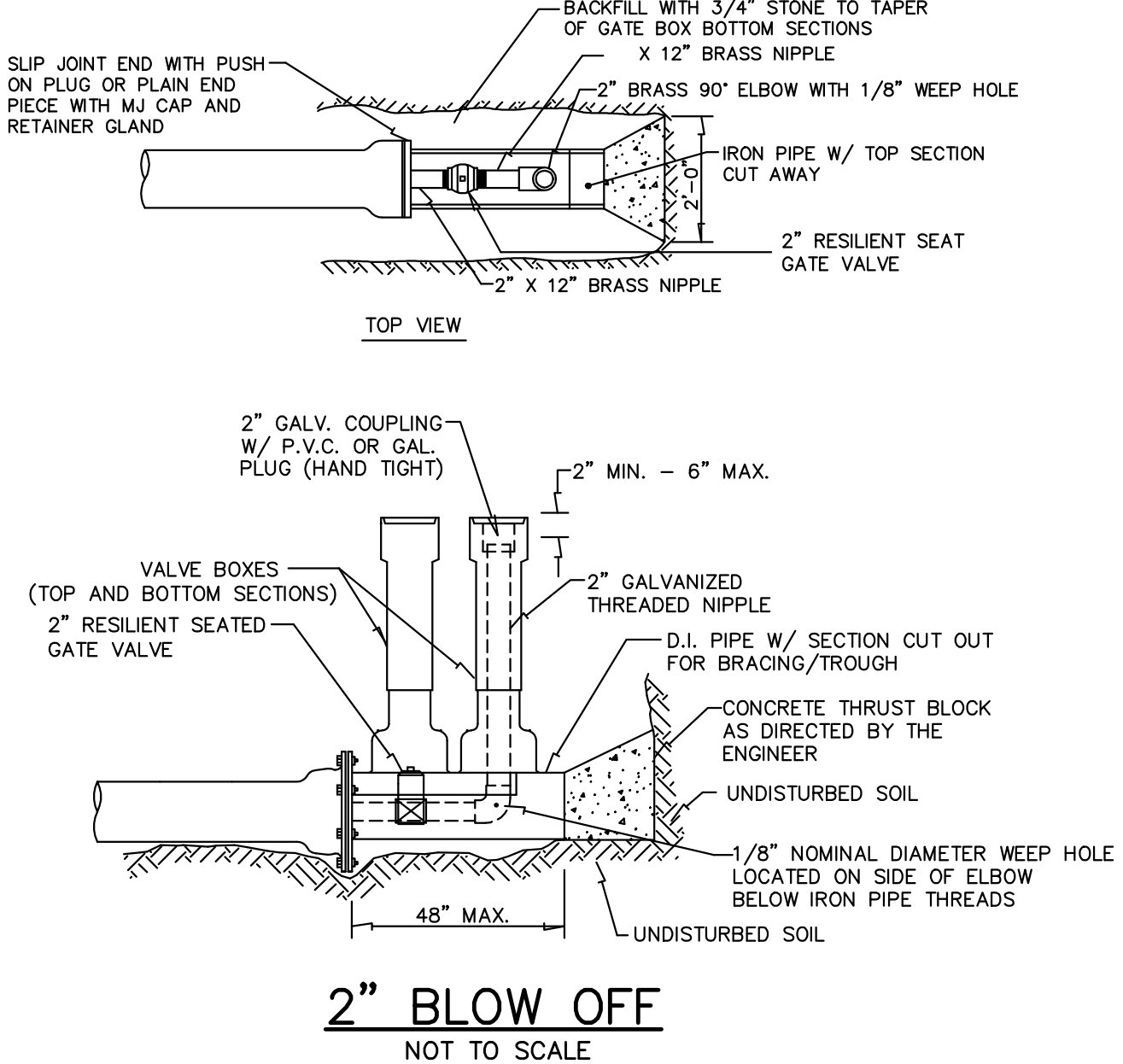
MINIMUM COVER	PIPE	(1) COVER BETWEEN 2" AND 3" SHALL INCLUDE 4" RIGID INSULATION. COVER BETWEEN 3" AND 4" SHALL INCLUDE 2" RIGID INSULATION.
2'-0"	DRAIN (1)	
5'-5"	WATER	
5'-0"	SEWER	

TRENCH SECTION

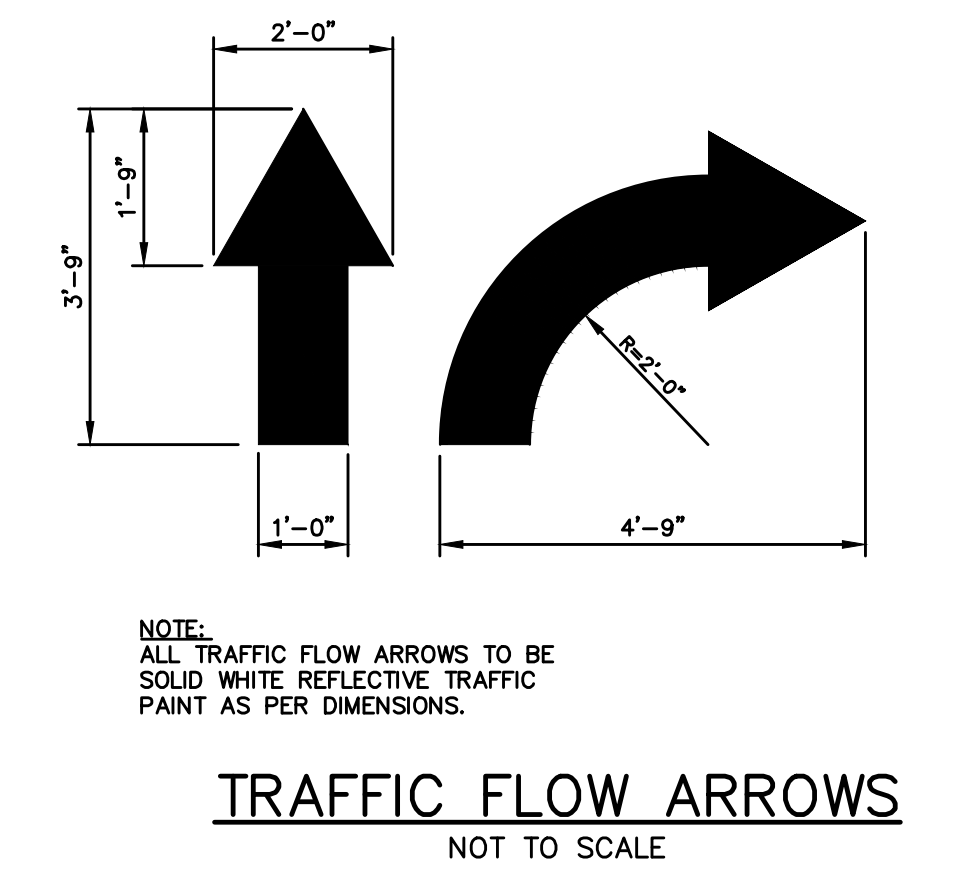
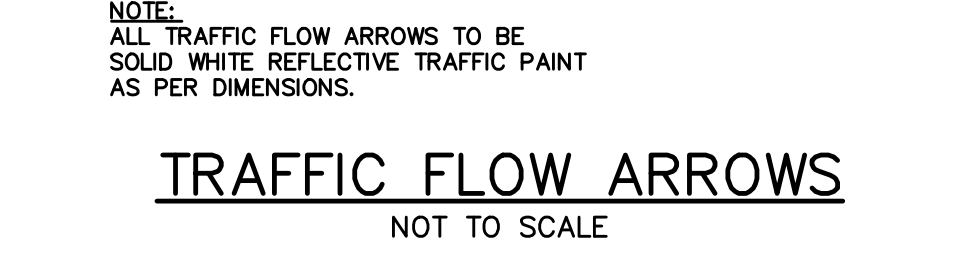
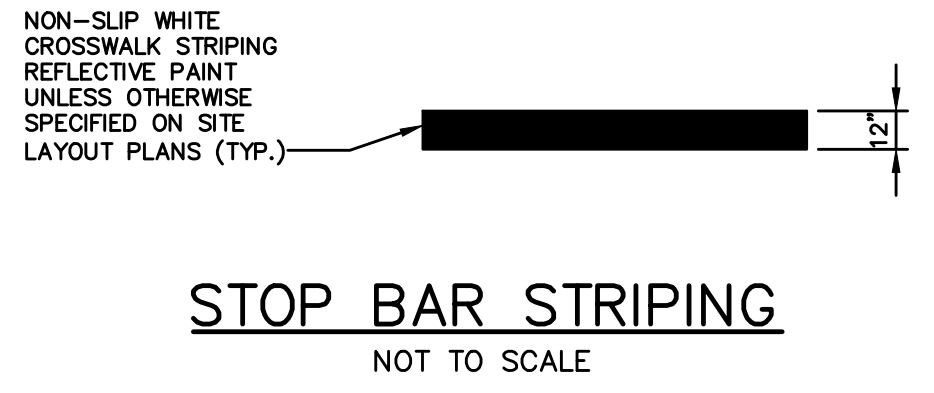
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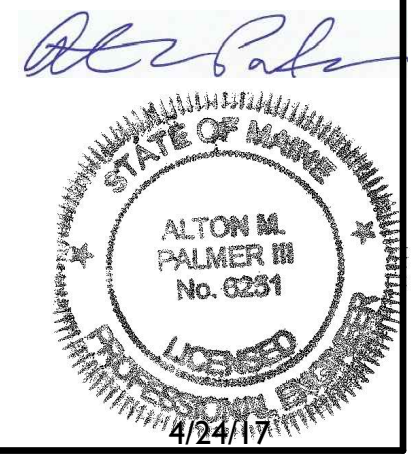
UG PROPANE TANK FARM
NOT TO SCALE



2" BLOW OFF
NOT TO SCALE



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SITE PLAN AND SUBDIVISION REVIEW	5/31/16	DER

Design: CEH	Draft: CG	Date: APRIL 2017
Checked: AMP	Scale: NTS	Job No.: 3071
File Name: 3071-DETAIL-PH2.dwg		

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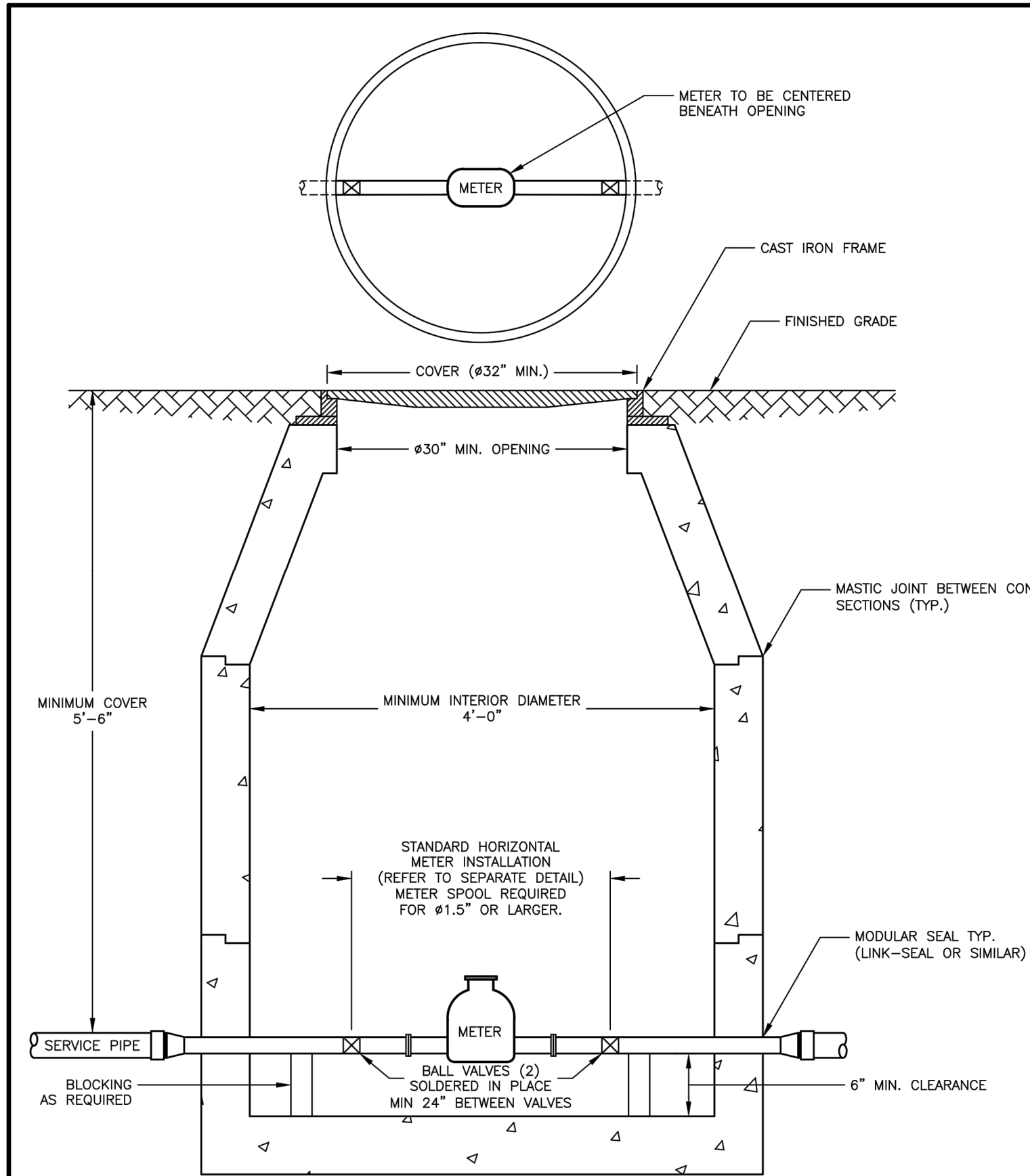


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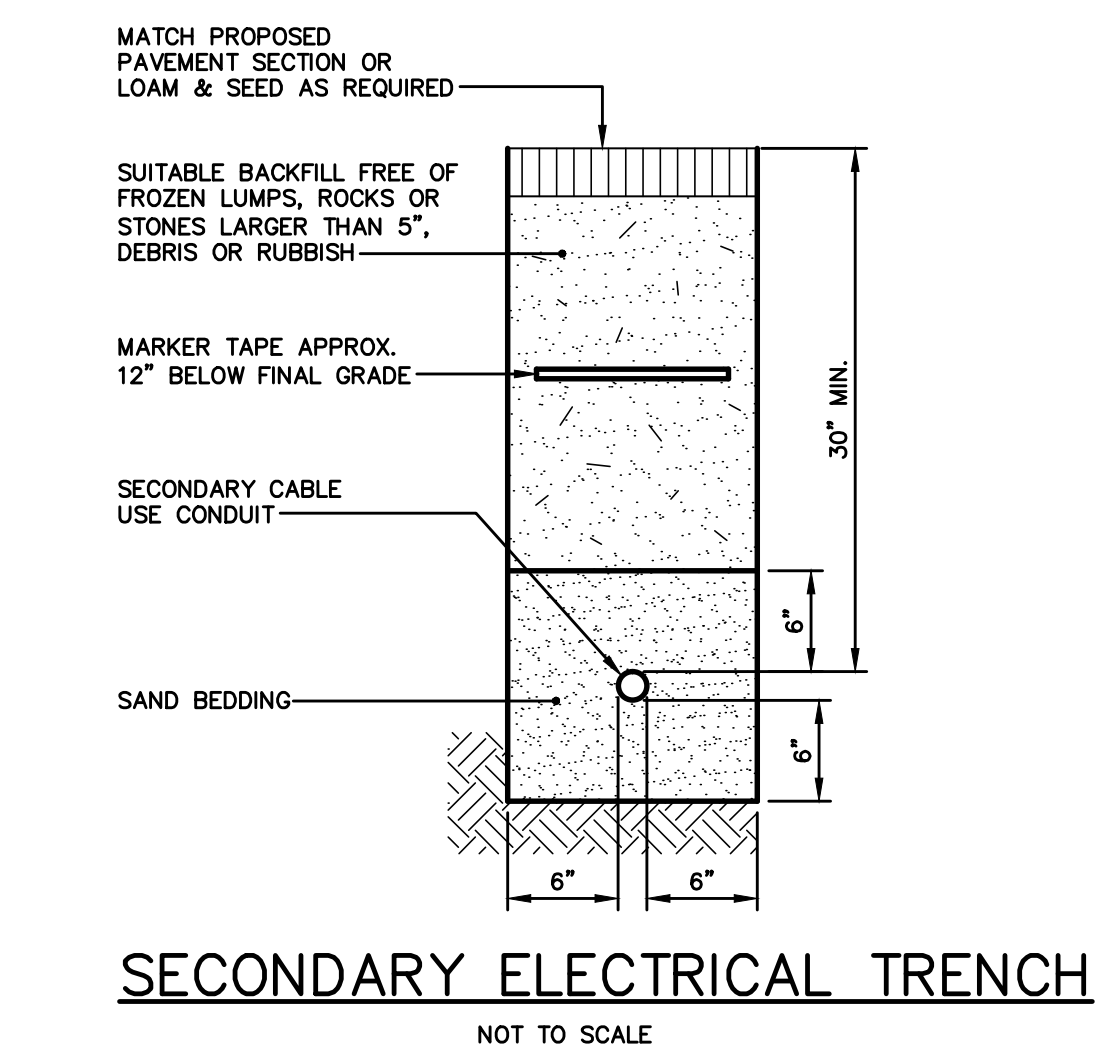
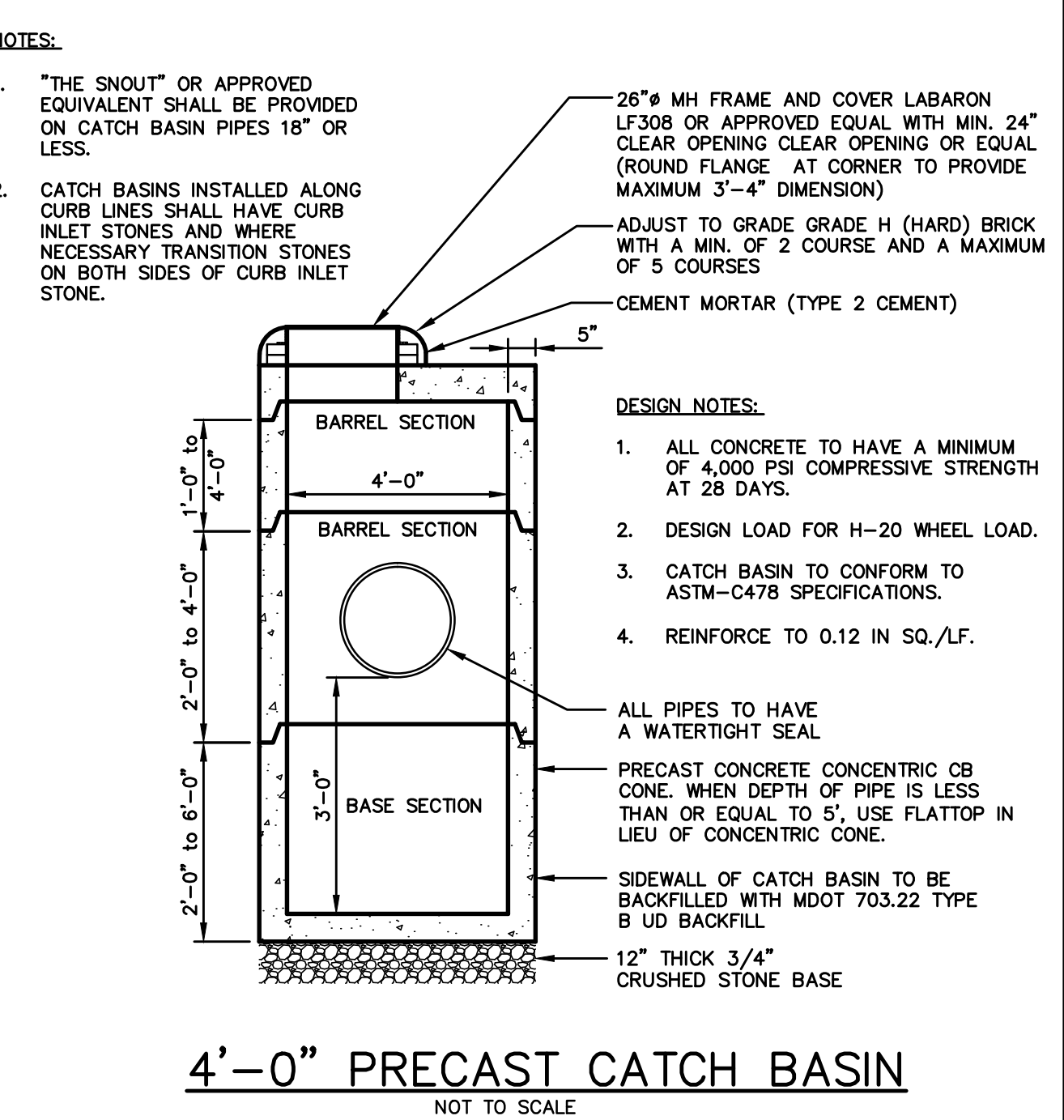
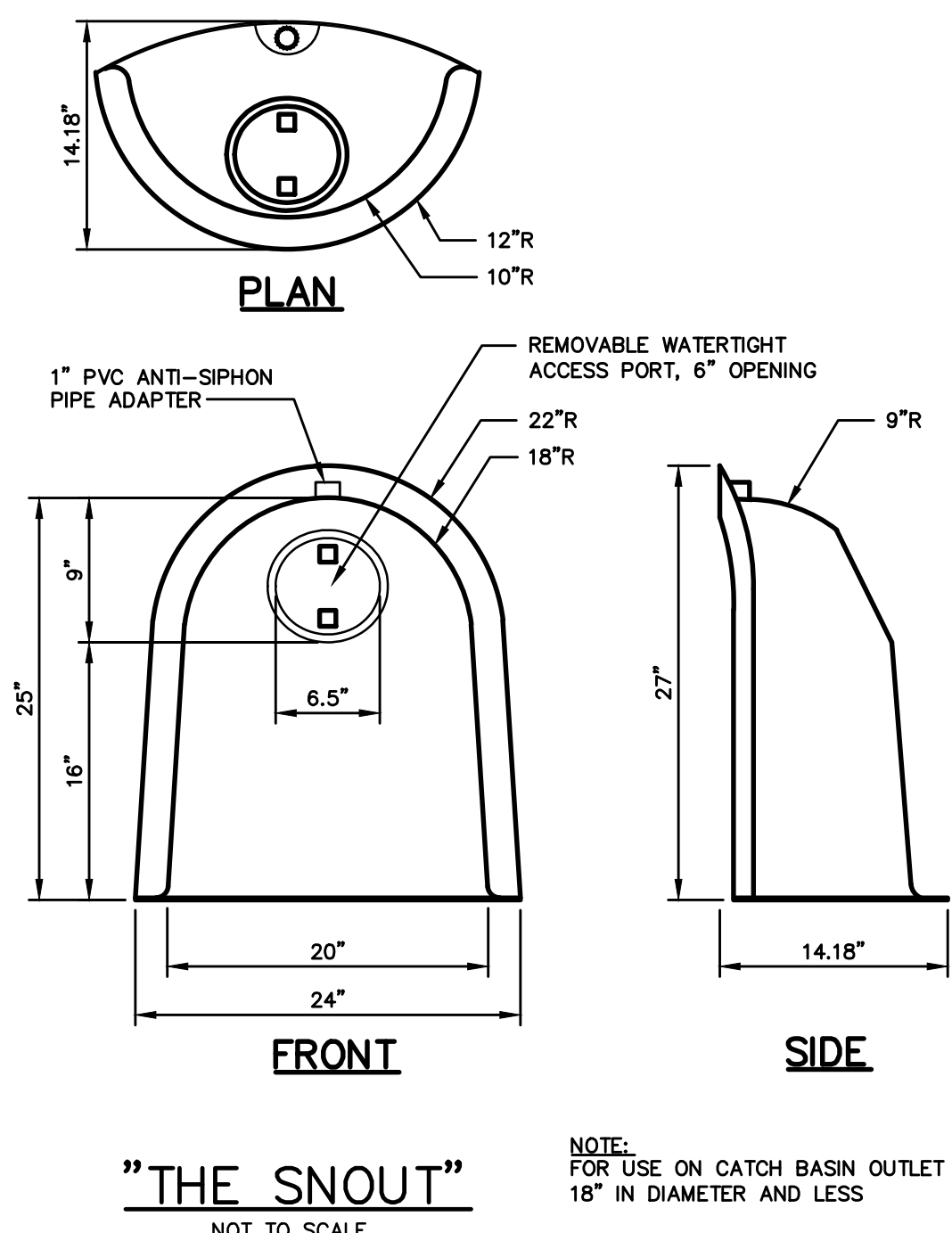
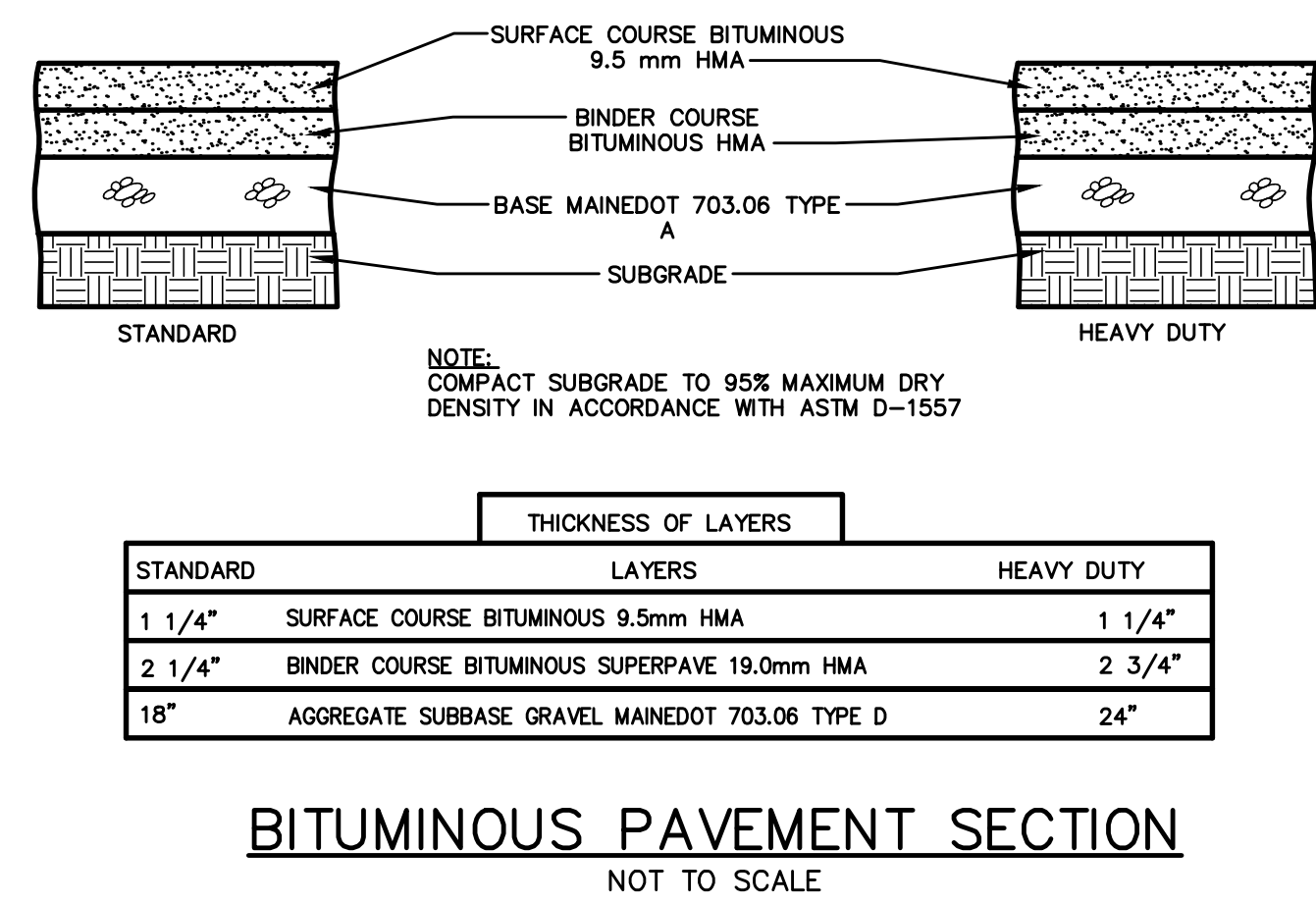
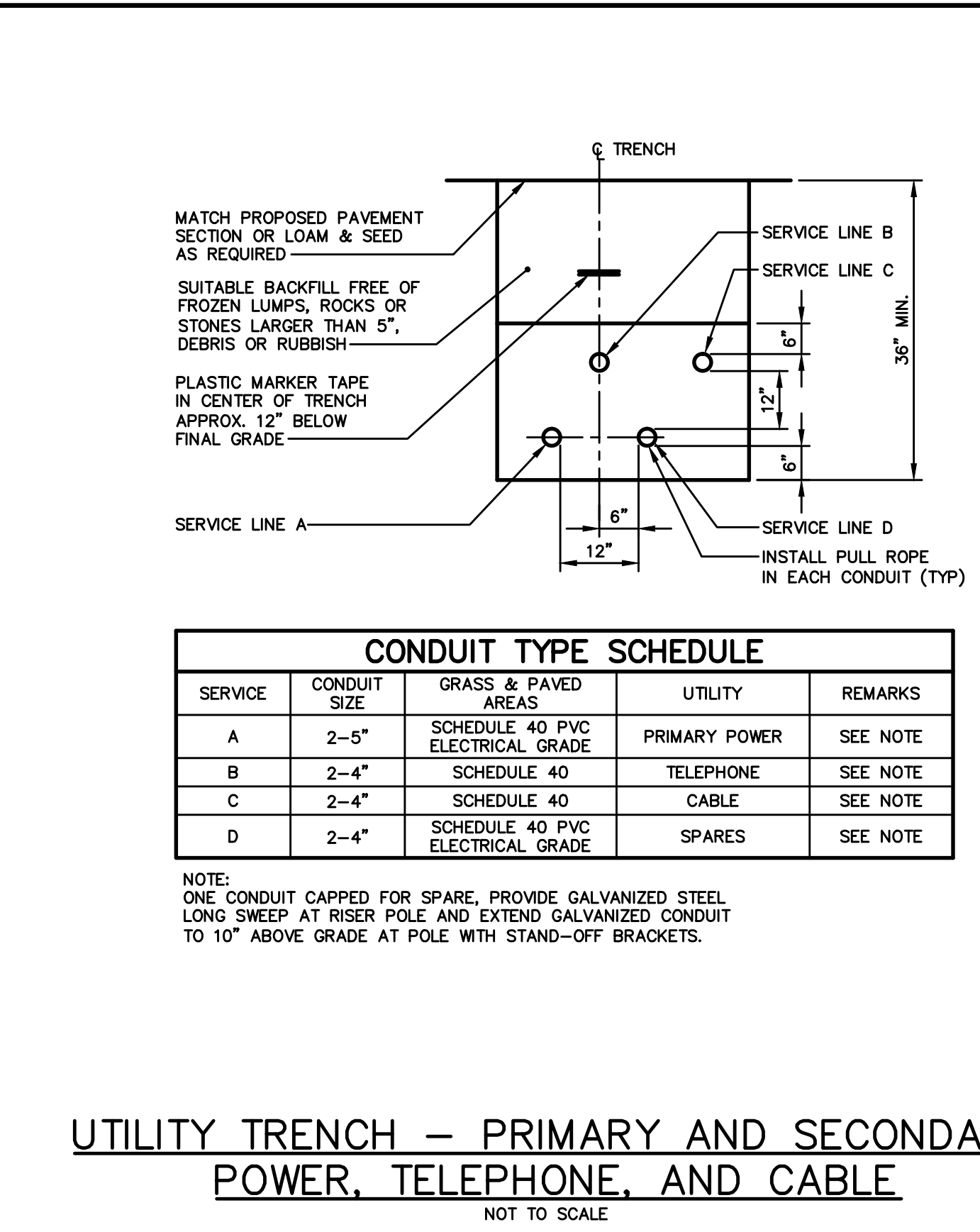
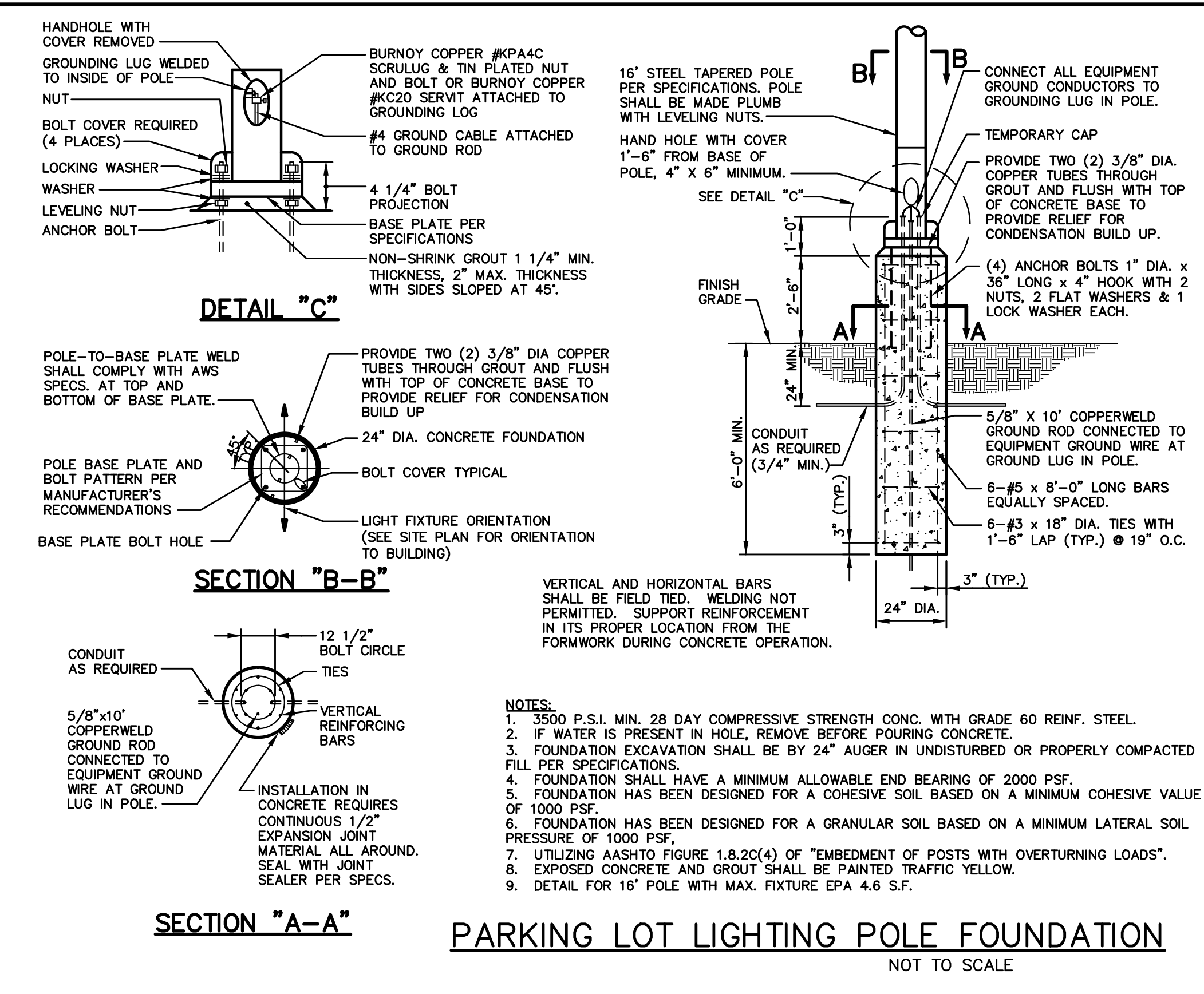
Drawing Name:	
Project:	Miscellaneous Details West Cumberland Multiplex Units 197 Gray Road, Cumberland, Maine 04021
Client:	Grun Development, LLC/Green SIP Construction, Inc. 110 Marginal Way, Suite 110, Portland, Maine 04101

Drawing No.
C401

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- METER PIT AND COVER NOTES**
1. THE METER PIT SHALL BE SUPPLIED AND INSTALLED BY THE CUSTOMER AND LOCATED ON PRIVATE PROPERTY BETWEEN 10' AND 20' FROM THE PROPERTY LINE.
 2. THE METER PIT SHALL BE MADE OF PRECAST CONCRETE OF SUFFICIENT SIZE TO PROVIDE 5.5' MINIMUM GROUND COVER FROM FINISHED GRADE TO THE TOP OF THE SERVICE PIPE. ANY SEAMS BETWEEN CONCRETE SECTIONS SHALL BE SEALED WITH MASTIC JOINT. ALL OPENINGS IN THE CONCRETE FOR SERVICE PIPING SHALL BE SEALED WITH A MODULAR SEAL (LINK-SEAL OR SIMILAR).
 3. THE INTERIOR OF THE METER PIT SHALL BE A MINIMUM OF 4' IN DIAMETER, AND THE METER PIT OPENING SHALL BE A MINIMUM OF 30" IN DIAMETER WITH A CAST IRON FRAME. THE METER PIT COVER SHALL BE CAST IRON, 32" MINIMUM IN DIAMETER, AND BE EITHER PERMANENTLY LABELED "WATER" OR HAVE NO LABEL. ANY STEEL PLATE MATERIAL SHALL BE COATED WITH A RUST INHIBITOR PAINT.
 4. WALL-MOUNTED LADDER RUNGS SHALL NOT BE INSTALLED WITHIN METER PIT.
 5. ALL PIPING INSIDE AND EXTENDING THROUGH THE METER PIT SHALL BE MADE OF COPPER, WITH A MINIMUM OF 6" CLEARANCE FROM THE METER PIT FLOOR. BLOCKING SHALL BE INSTALLED AS REQUIRED TO SUPPORT THE PIPE.
 6. CUSTOMER SHALL ENSURE THE METER PIT AND COVER ARE PROPERLY RATED FOR TRAFFIC LOAD, IF APPLICABLE.
- METER NOTES**
7. ONLY PWD PERSONNEL ARE AUTHORIZED TO INSTALL WATER METERS. PWD PERSONNEL ARE ADDITIONALLY AUTHORIZED TO OPERATE METER VALVES AS NEEDED FOR INSTALLATION AND MAINTENANCE.
 8. PWD WILL SUPPLY THE WATER METER. ALL OTHER FITTINGS, INCLUDING A METER RESETTER FOR 1" OR SMALLER METERS, SHALL BE SUPPLIED AND INSTALLED BY CUSTOMER.
 9. FOR 1.5" AND 2" METERS, CUSTOMER SHALL INSTALL A FLANGED METER SPOOL PIECE, SUPPLIED BY PWD AT NO ADDITIONAL CHARGE, PRIOR TO METER SET. THE METER SPOOL WILL BE MADE AVAILABLE FOR CUSTOMER PICKUP AT PWD CUSTOMER SERVICE, 225 DOUGLASS STREET, PORTLAND DURING NORMAL BUSINESS HOURS.
 10. CUSTOMER WILL INSTALL TWO BALL VALVES AT LEAST 24" APART FOR METER INSTALLATION, ALLOWING FOR THE WATER METER TO BE CENTERED UNDER THE METER PIT OPENING. THE BALL VALVES SHALL BE SOLDERED IN PLACE.
 11. THE METER PIT MAY HOUSE UP TO TWO 5/8", 3/4" OR 1" METERS WITH PRIOR APPROVAL FROM PWD.
- METER PIT**
NOT TO SCALE



Rev.	Date	Revision
1	9/27/16	TOWN RESUBMISSION
2	10/25/16	RESPONSE TO COMMENTS

Issued For	Date	By
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MDEP STORMWATER AMENDMENT	2/28/17	AMP
SITE PLAN AND SUBDIVISION REVIEW	5/31/16	DER

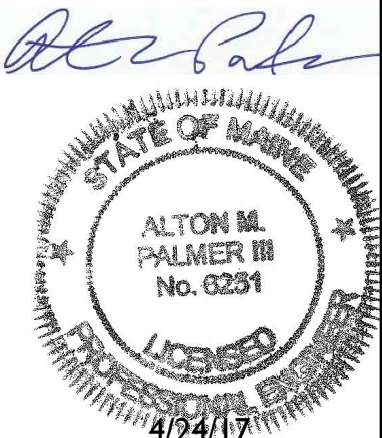
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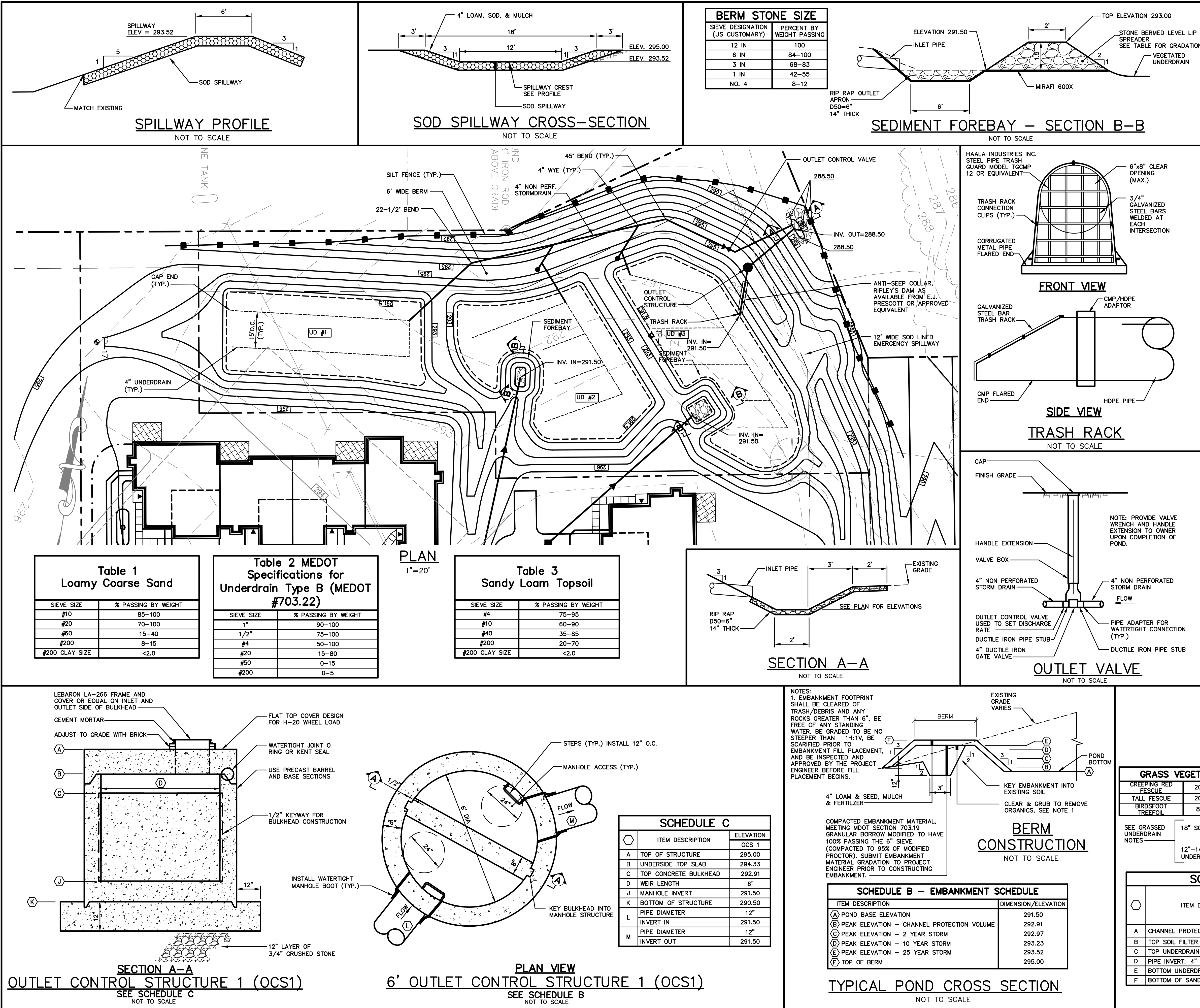
Drawing Name:	Miscellaneous Details
Project:	West Cumberland Multiplex Units 197 Gray Road, Cumberland, Maine 04021
Client:	Grun Development, LLC/Green SIP Construction, Inc. 110 Marginal Way, Suite 110, Portland, Maine 04101

Drawing No.	C402
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1	9/27/16	TOWN RESUBMISSION	
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MDEP STORMWATER AMENDMENT	2/28/17	AMP	
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Issued For	Date	By	

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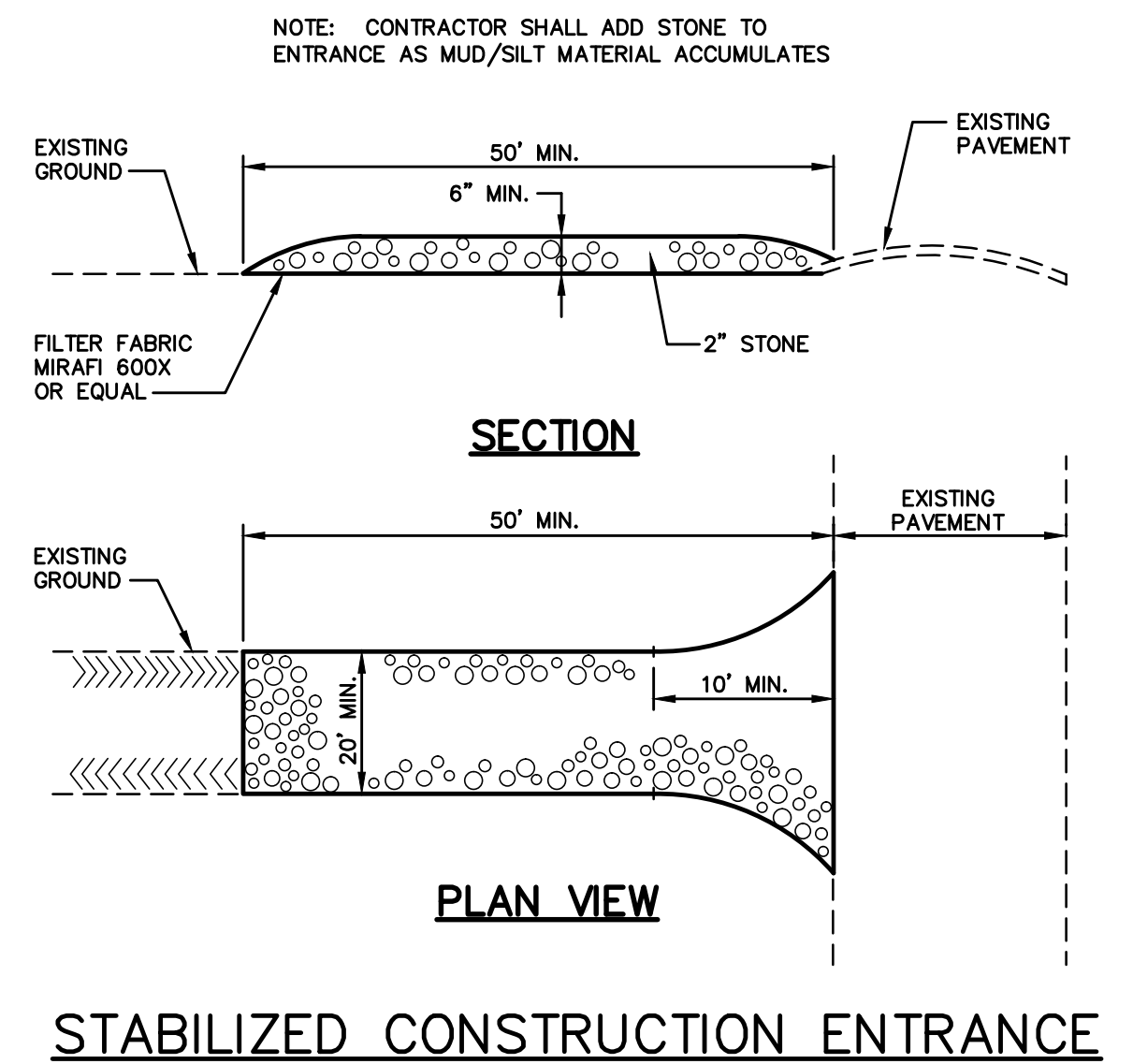
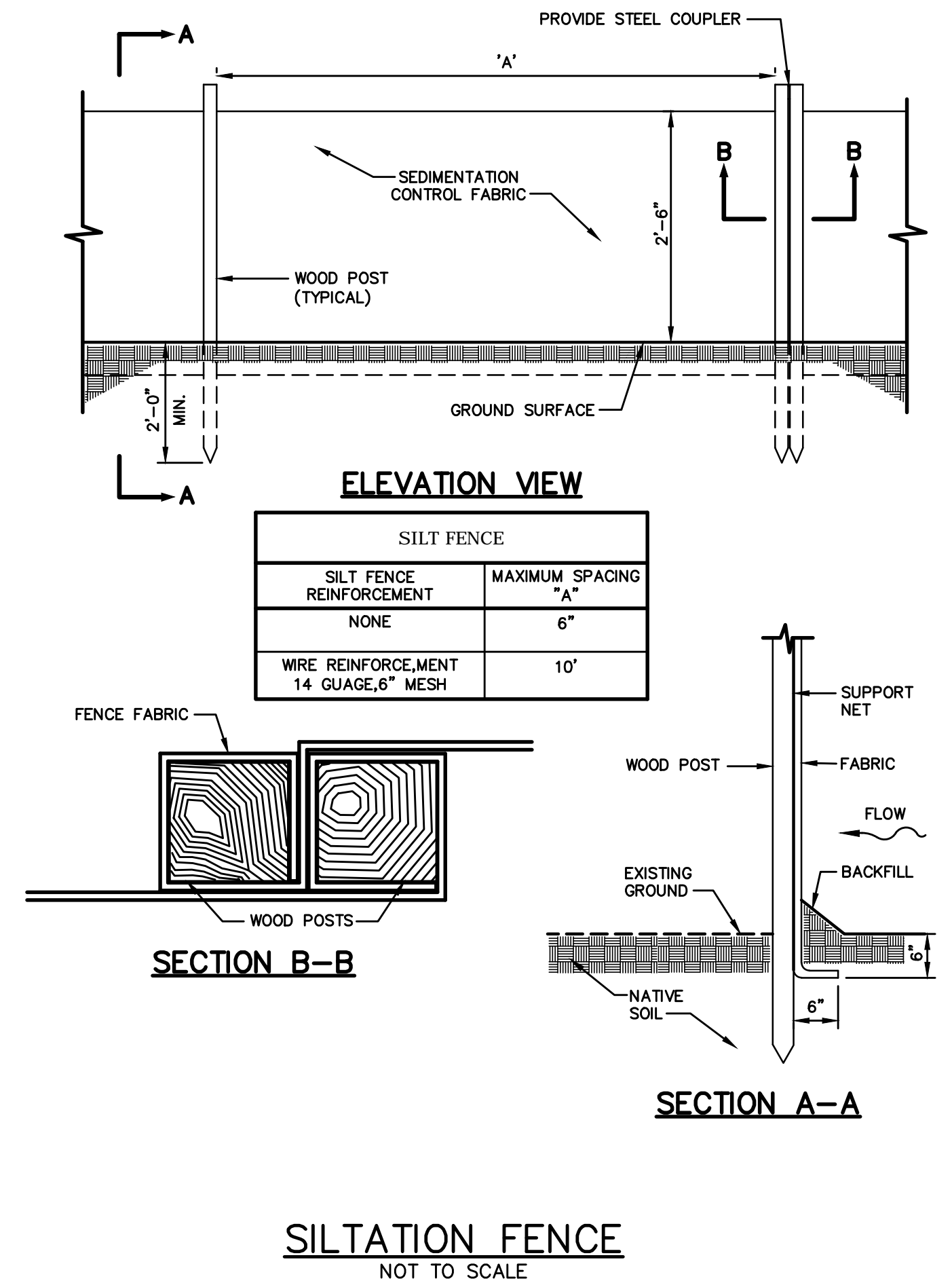
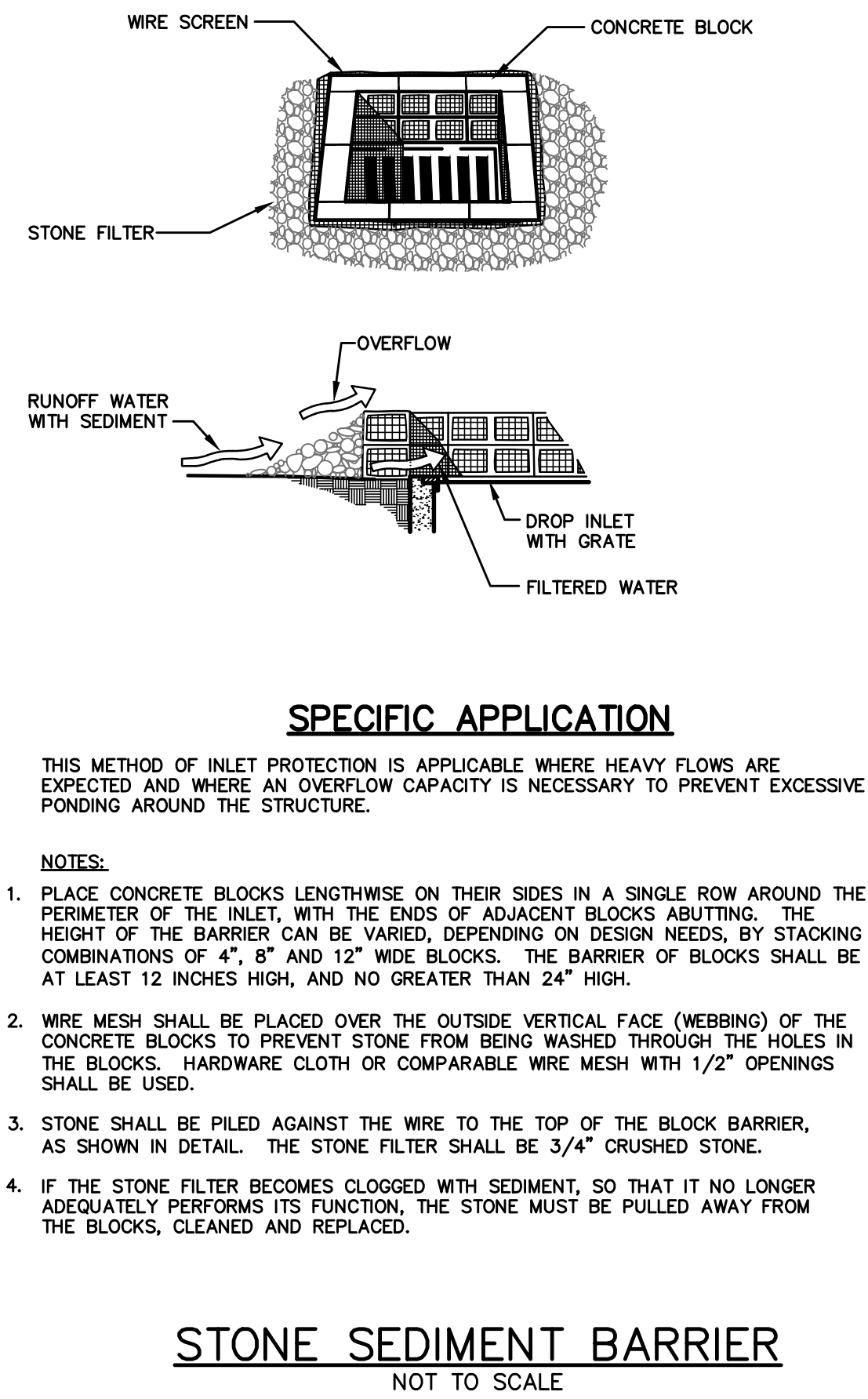
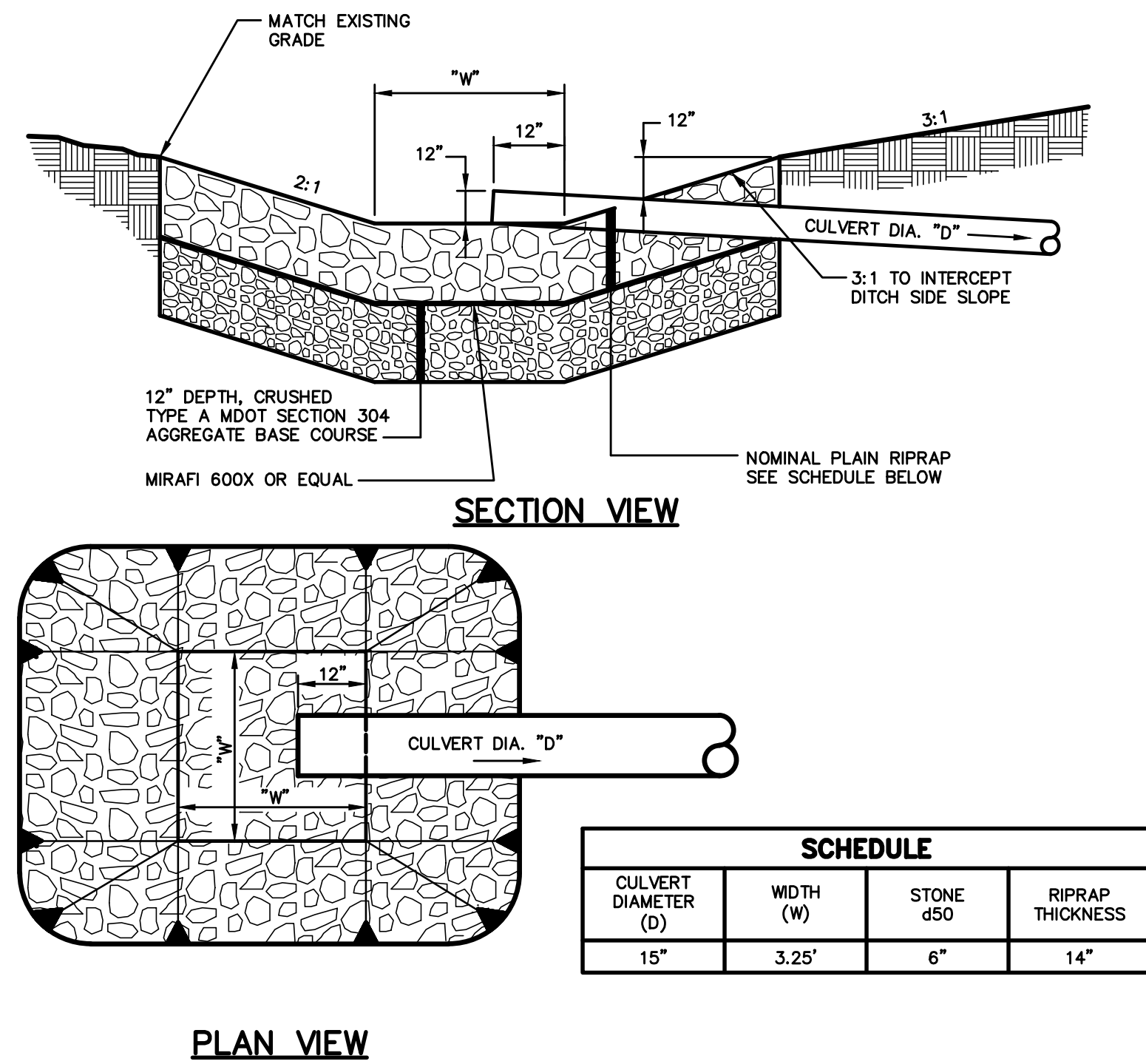
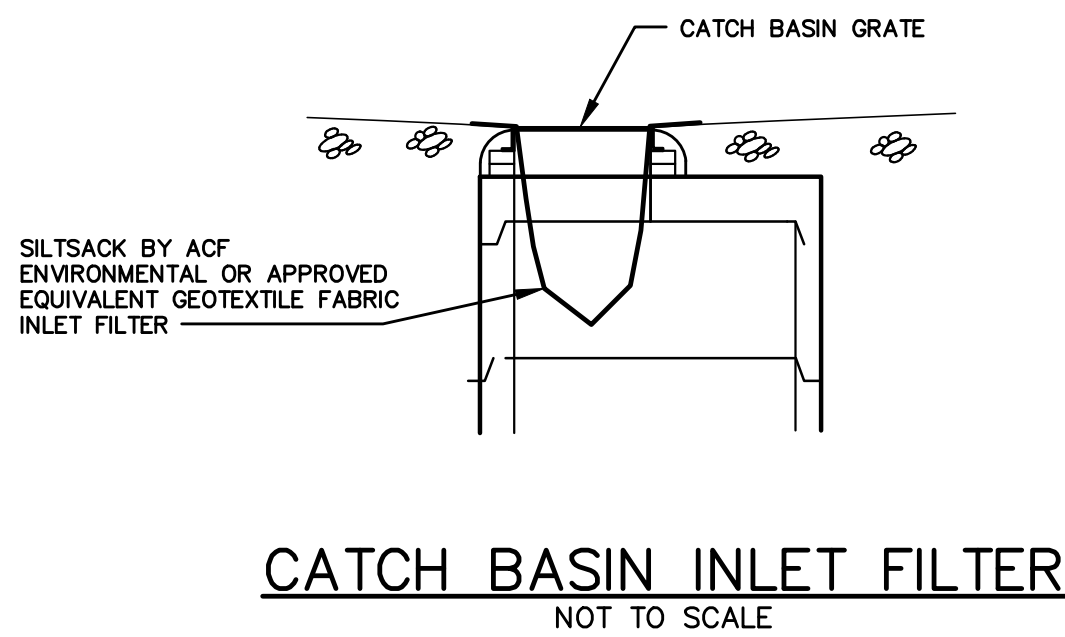
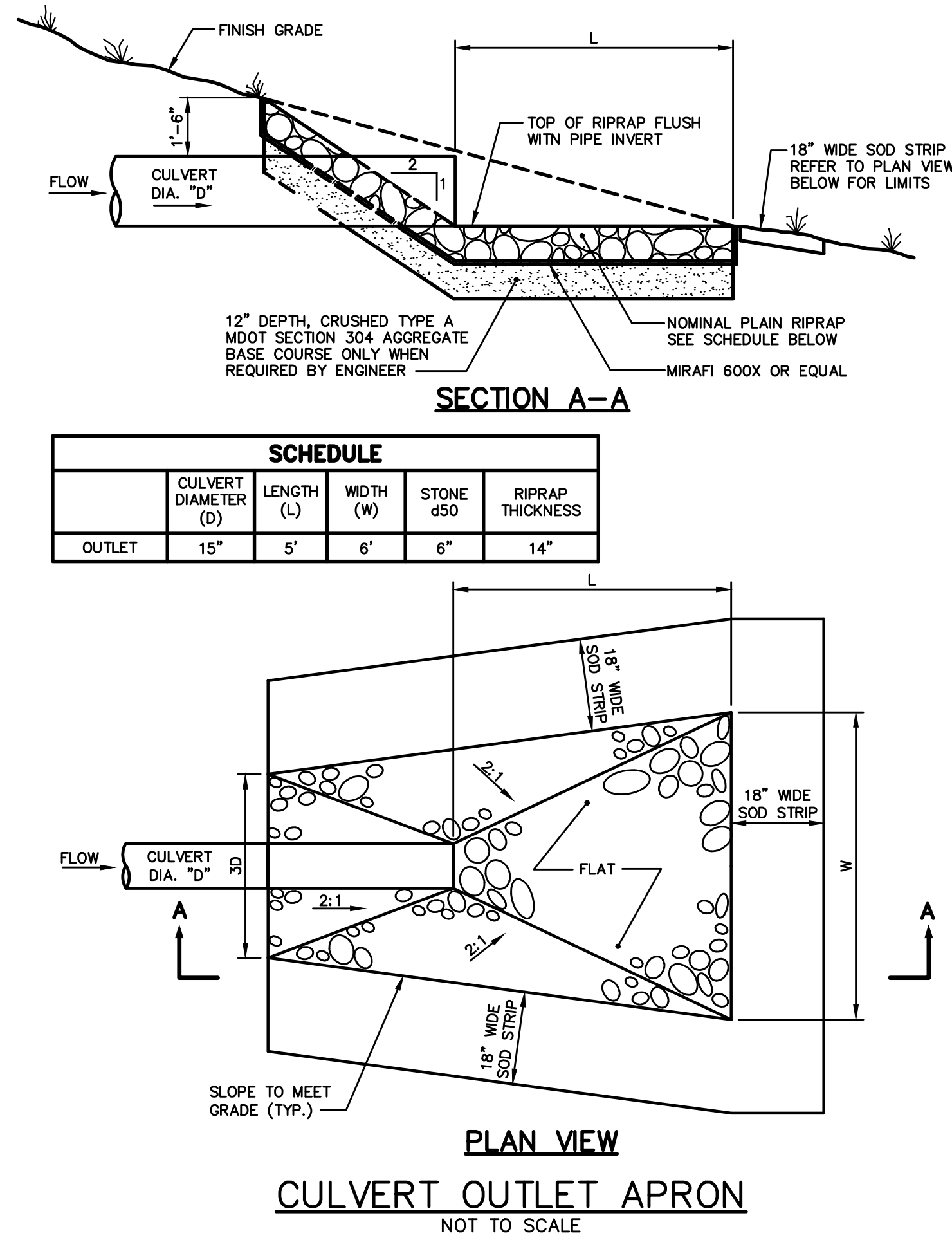


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Drawing Name:	Pond Details
Project:	West Cumberland Multiplex Units 197 Gray Road, Cumberland, Maine 04021
Client:	Grun Development, LLC/Green SIP Construction, Inc. 110 Marginal Way, Suite 110, Portland, Maine 04101

Drawing No.
C403

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CEH	CG	APRIL 2017
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MDEP STORMWATER AMENDMENT	2/28/17	AMP
SITE PLAN AND SUBDIVISION REVIEW	5/31/16	DER
Issued For	Date	By

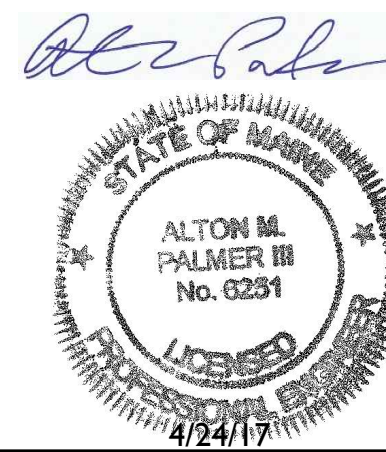
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Drawing Name:	Erosion Control Details
Project:	West Cumberland Multiplex Units 197 Gray Road, Cumberland, Maine 04021
Client:	Grun Development, LLC/Green SIP Construction, Inc. 110 Marginal Way, Suite 110, Portland, Maine 04101

Drawing No.	C404
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1.3.5 EROSION CONTROL MEASURES AND SITE STABILIZATION

THE PRIMARY EMPHASIS OF THE EROSION/SEDIMENTATION CONTROL PLAN, WHICH WILL BE IMPLEMENTED FOR THIS PROJECT, IS AS FOLLOWS:

- DEVELOPMENT OF A CAREFUL CONSTRUCTION SEQUENCE.
- RAPID REVEGETATION OF DENUDED AREAS TO MINIMIZE THE PERIOD OF SOIL EXPOSURE.
- RAPID STABILIZATION OF DRAINAGE PATHS TO AVOID RILL AND GULLY EROSION.
- THE USE OF ON-SITE MEASURES TO CAPTURE SEDIMENT (HAY BALES/ STONE CHECK DAMS/SILT FENCE, ETC.)

THE FOLLOWING TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL DEVICES WILL BE IMPLEMENTED AS PART OF THE SITE DEVELOPMENT. THESE DEVICES SHALL BE INSTALLED AS INDICATED ON THE PLANS OR AS DESCRIBED WITHIN THIS REPORT. FOR FURTHER REFERENCE, SEE THE LATEST EDITION OF THE MAINE EROSION AND SEDIMENT CONTROL PRACTICES FIELD GUIDE FOR CONSTRUCTORS.

A. DEWATERING

WATER FROM CONSTRUCTION TRENCH DEWATERING SHALL PASS FIRST THROUGH A FILTER BAG OR SECONDARY CONTAINMENT STRUCTURE (E.G. HAY BALE LINED POOL) PRIOR TO DISCHARGE. THE DISCHARGE SITE SHALL BE SELECTED TO AVOID FLOODING, ICEING, AND SEDIMENT DISCHARGES TO A PROTECTED RESOURCE. IN NO CASE SHALL THE FILTER BAG OR CONTAINMENT STRUCTURE BE LOCATED WITHIN 50 FEET OF A PROTECTED NATURAL RESOURCE.

B. INSPECTION AND MONITORING

MAINTENANCE MEASURES SHALL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION SEASON. AFTER EACH RAINFALL, SNOW STORM OR PERIOD OF THAWING AND RUNOFF, THE SITE CONTRACTOR SHALL PERFORM A VISUAL INSPECTION OF ALL INSTALLED EROSION CONTROL MEASURES AND PERFORM REPAIRS AS NEEDED TO INSURE THEIR CONTINUOUS FUNCTION. FOLLOWING THE TEMPORARY AND/OR FINAL SEEDING AND MULCHING, THE CONTRACTOR SHALL IN THE SPRING INSPECT AND REPAIR ANY DAMAGES AND/OR UNESTABLISHED SPOTS. ESTABLISHED VEGETATIVE COVER MEANS A MINIMUM OF 90% OF AREAS VEGETATED WITH VIGOROUS GROWTH.

C. TEMPORARY EROSION CONTROL MEASURES

THE FOLLOWING MEASURES ARE PLANNED AS TEMPORARY EROSION/SEDIMENTATION CONTROL MEASURES DURING CONSTRUCTION:

1. A CRUSHED STONE-STABILIZED CONSTRUCTION ENTRANCE SHALL BE PLACED AT THE APPROVED ACCESS DRIVE OFF ROUTE 100.
2. SILTATION FENCING OR WOOD WASTE COMPOST BERMS SHALL BE INSTALLED DOWNSTREAM OF ANY DISTURBED AREAS TO TRAP RUNOFF - BORNE SEDIMENTS UNTIL GRASS AREAS ARE REVEGETATED. THE SILT FENCE AND/OR WOOD WASTE COMPOST BERMS SHALL BE INSTALLED PER THE DETAILS PROVIDED IN THIS PACKAGE AND INSPECTED AT LEAST ONCE A WEEK AND BEFORE AND IMMEDIATELY AFTER A STORM EVENT OF 0.5 INCHES OR GREATER, AND AT LEAST DAILY DURING PROLONGED RAINFALL. REPAIRS SHALL BE MADE IF THERE ARE ANY SIGNS OF EROSION OR SEDIMENTATION BELOW THE FENCE OR BERM LINE. IF THERE ARE SIGNS OF UNDERCUTTING AT THE CENTER OR THE EDGES, OR IMPOUNDING OF LARGE VOLUMES OF WATER BEHIND THE FENCE OR BERM, THE BARRIER SHALL BE REPLACED WITH A STONE CHECK DAM. WOOD WASTE COMPOST BERMS ARE NOT TO BE USED ADJACENT TO WETLAND AREAS THAT ARE NOT TO BE DISTURBED.
3. STRAW OR HAY MULCH INCLUDING HYDROSEEDING IS INTENDED TO PROVIDE COVER FOR DENUDED OR SEEDED AREAS UNTIL REVEGETATION IS ESTABLISHED. MULCH PLACED BETWEEN APRIL 15TH AND OCTOBER 15TH ON SLOPES OF LESS THAN 15 PERCENT SHALL BE ANCHORED BY APPLYING WATER; MULCH PLACED ON SLOPES OF EQUAL TO OR STEEPER THAN 15 PERCENT SHALL BE COVERED BY A FABRIC NETTING AND ANCHORED WITH STAPLES IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION. FABRIC NETTING AND STAPLES SHALL BE USED ON DISTURBED AREAS WITHIN 50' OF LAKES, STREAMS, AND WETLANDS REGARDLESS OF THE UPSTREAM SLOPE. MULCH PLACED BETWEEN OCTOBER 15TH AND APRIL 15TH ON SLOPES EQUAL TO OR STEEPER THAN 8 PERCENT SHALL BE COVERED WITH A FABRIC NETTING AND ANCHORED WITH STAPLES IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. SLOPES STEEPER THAN 3:1 AND EQUAL TO OR FLATTER THAN 2:1, WHICH ARE TO BE REVEGETATED, SHALL RECEIVE GRASS BLANKETS BY AMERICAN EXCEL OR EQUAL. SLOPES STEEPER THAN 2:1 SHALL RECEIVE RIPRAP AS NOTED ON THE PLANS. THE MULCH APPLICATION RATE FOR BOTH TEMPORARY AND PERMANENT SEEDING IS 75 LBS PER 1000 SF AS IDENTIFIED IN ATTACHMENT A OF THIS SECTION. MULCH SHALL NOT BE PLACED OVER SNOW.

4. TEMPORARY STOCKPILES OF STUMPS, GRUBBINGS, OR COMMON EXCAVATION WILL BE PROTECTED AS FOLLOWS:
 - a) TEMPORARY STOCKPILES SHALL NOT BE LOCATED WITHIN 50 FEET OF ANY WETLANDS WHICH WILL NOT BE DISTURBED AND SHALL BE LOCATED AWAY FROM DRAINAGE SWALES.
 - b) STOCKPILES SHALL BE STABILIZED WITHIN 7 DAYS BY EITHER TEMPORARILY SEEDING THE STOCKPILE BY A HYDROSEED METHOD CONTAINING AN EMULSIFIED MULCH TACKIFIER OR BY COVERING THE STOCKPILE WITH MULCH, SUCH AS HAY, STRAW, OR EROSION CONTROL MIX.
 - c) STOCKPILES SHALL BE SURROUNDED BY SEDIMENTATION BARRIER AT THE TIME OF FORMATION.
5. ALL DENUDED AREAS THAT ARE WITHIN 50 FEET OF AN UNDISTURBED WETLAND, WHICH HAVE BEEN ROUGH GRADED AND ARE NOT LOCATED WITHIN A BUILDING PAD, PARKING AREA, OR ACCESS DRIVE SUBBASE AREA, SHALL RECEIVE MULCH OR EROSION CONTROL MESH FABRIC WITHIN 48 HOURS OF INITIAL DISTURBANCE OF SOIL. ALL AREAS WITHIN 100 FEET OF AN UNDISTURBED WETLAND SHALL BE MULCHED PRIOR TO ANY PREDICTED RAIN EVENT REGARDLESS OF THE 48 HOUR WINDOW. IN OTHER AREAS, THE TIME PERIOD MAY BE EXTENDED TO 7 DAYS.

6. FOR WORK, WHICH IS CONDUCTED BETWEEN OCTOBER 15TH AND APRIL 15TH OF ANY CALENDAR YEAR, ALL DENUDED AREAS, SHALL BE COVERED WITH HAY MULCH OR EROSION CONTROL MIX, APPLIED AT TWICE THE NORMAL APPLICATION RATE AND ANCHORED WITH A FABRIC NETTING. THE TIME PERIOD FOR APPLYING MULCH SHALL BE LIMITED TO 2 DAYS FOR ALL AREAS.
7. ROUTE 100 SHALL BE SWEEP TO CONTROL MUD AND DUST AS NECESSARY.
8. DURING GRUBBING OPERATIONS STONE CHECK DAMS SHALL BE INSTALLED AT ANY EVIDENT CONCENTRATED FLOW DISCHARGE POINTS AND AS DIRECTED ON THE EROSION CONTROL PLANS.

9. SILT FENCING WITH A MINIMUM STAKE SPACING OF 6 FEET SHALL BE USED, UNLESS THE FENCE IS SUPPORTED BY WIRE FENCE REINFORCEMENT OF MINIMUM 14 GAUGE AND WITH A MAXIMUM MESH SPACING OF 6 INCHES, IN WHICH CASE STAKES MAY BE SPACED A MAXIMUM OF 10 FEET APART. THE BOTTOM OF THE FENCE SHALL BE ANCHORED.
10. WOOD WASTE COMPOST/BARK BERMS MAY BE USED IN LIEU OF SILTATION FENCING. BERMS SHALL BE REMOVED AND SPREAD IN A LAYER NOT TO EXCEED 3" THICK ONCE UPSTREAM AREAS ARE COMPLETED AND A 90% CATCH OF VEGETATION IS ATTAINED.
11. WATER AND/OR CALCIUM CHLORIDE SHALL BE FURNISHED AND APPLIED IN ACCORDANCE WITH MDOT SPECIFICATIONS - SECTION 637 - DUST CONTROL.
12. LOAM AND SEED IS INTENDED TO SERVE, AS THE PRIMARY PERMANENT REVEGETATIVE MEASURE FOR ALL DENUDED AREAS NOT PROVIDED WITH OTHER EROSION CONTROL MEASURES, SUCH AS RIPRAP. APPLICATION RATES ARE PROVIDED IN ATTACHMENT A OF THIS SECTION. SEEDING SHALL NOT OCCUR OVER SNOW.

D. PERMANENT EROSION CONTROL MEASURES

THE FOLLOWING PERMANENT EROSION CONTROL MEASURES HAVE BEEN DESIGNED AS PART OF THE EROSION/SEDIMENTATION CONTROL PLAN:

1. ALL AREAS DISTURBED DURING CONSTRUCTION, BUT NOT SUBJECT TO OTHER RESTORATION (PAVING, RIPRAP, ETC.) WILL BE LOADED, LINED, FERTILIZED, MULCHED, AND FABRIC NETTING, ANCHORED WITH STAPLES. SHALL BE PLACED OVER THE MULCH IN AREAS AS NOTED IN TEMPORARY EROSION CONTROL MEASURES PARAGRAPH 3 OF THIS REPORT. ALL AREAS WITHIN 50 FEET OF AN UNDISTURBED WETLAND SHALL BE MULCHED PRIOR TO ANY PREDICTED RAIN EVENT REGARDLESS OF THE 48 HOUR WINDOW. NATIVE TOPSOIL SHALL BE STOCKPILED AND REUSED FOR FINAL RESTORATION WHEN IT IS OF SUFFICIENT QUALITY.
2. ALL STORM DRAIN PIPE OUTLETS SHALL HAVE RIPRAP APRONS AT THEIR OUTLET TO PROTECT THE OUTLET AND RECEIVING CHANNEL FROM SCOUR AND DETRIORATION. INSTALLATION DETAILS ARE PROVIDED IN THE PLAN SET. THE APRONS SHALL BE INSTALLED AND STABILIZED TO THE EXTENT PRACTICABLE PRIOR TO DIRECTING RUNOFF TO THE TRIBUTARY PIPE OR CULVERT.

1.4 IMPLEMENTATION SCHEDULE

THE FOLLOWING CONSTRUCTION SEQUENCE SHALL BE REQUIRED TO INSURE THE EFFECTIVENESS OF THE EROSION AND SEDIMENTATION CONTROL MEASURES ARE OPTIMIZED:

IT IS ANTICIPATED THAT CONSTRUCTION OF THE PROJECT WILL COMMENCE IN FALL OF 2017 AND BE COMPLETED BY FALL OF 2018.

NOTE: FOR ALL GRADING ACTIVITIES, THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION NOT TO OVEREXPOSE THE SITE, WHICH SHALL BE ACCOMPLISHED BY LIMITING THE DISTURBED AREA.

1. INSTALL STABILIZED CONSTRUCTION ENTRANCE AT THE ACCESS DRIVE.
2. INSTALL PERIMETER SILT FENCE AND/OR WOOD WASTE BERMS PRIOR TO COMMENCEMENT OF DEMOLITION.
3. PERFORM DEMOLITION OF EXISTING SITE ELEMENTS.
4. FOUNDATION PREPARATION AREA SHALL BE EXCAVATED FOR INSTALLATION OF THE BUILDING FOUNDATIONS. BUILDING WORK WILL BE ON GOING THROUGH THE REMAINDER OF THE PROJECT.
5. COMMENCE INSTALLATION OF DRAINAGE APPURTENANCES.
6. COMMENCE EARTHWORK FOR GRASSED UNDERDRAIN SOIL FILTER.
7. COMMENCE EARTHWORK AND GRADING TO SUBGRADE.
8. COMMENCE INSTALLATION OF WATER LINES.
9. COMMENCE INSTALLATION OF SEPTIC SYSTEM.
10. CONTINUE EARTHWORK AND GRADING TO SUBGRADE AS NECESSARY FOR CONSTRUCTION.
11. COMPLETE INSTALLATION OF UNDERGROUND UTILITIES TO WITHIN 5' OF THE BUILDINGS.
12. INSTALL LIGHT POLE FOUNDATIONS AND LIGHT POLES.
13. COMPLETE REMAINING EARTHWORK OPERATIONS.
14. COMPLETE INSTALLATION OF DRAINAGE APPURTENANCES.
15. INSTALL SUB-BASE AND BASE GRAVEL WITHIN PARKING FIELDS, WALKWAYS, AND ALL DRIVEWAYS.
16. INSTALL CONCRETE SIDEWALK.
17. INSTALL BASE COURSE PAVING FOR ACCESS DRIVE AND PARKING AREA AS WELL AS CONCRETE SURFACES.

18. LOAM, LIME, FERTILIZE, SEED AND MULCH DISTURBED AREAS AND COMPLETE ALL LANDSCAPING.
 19. INSTALL SURFACE COURSE PAVING FOR ACCESS DRIVE AND PARKING AREAS. STRIPE PER PLAN.
 20. ONCE THE SITE IS STABILIZED AND A 90% CATCH OF VEGETATION HAS BEEN OBTAINED, REMOVE ALL TEMPORARY EROSION CONTROL MEASURES.
 21. TOUCH UP LOAM AND SEED.
- NOTE: ALL DENUDED AREAS NOT SUBJECT TO FINAL PAVING, RIPRAP, OR GRAVEL SHALL BE REVEGETATED.

PRIOR TO CONSTRUCTION OF THE PROJECT, THE CONTRACTOR SHALL SUBMIT TO THE OWNER A SCHEDULE FOR THE COMPLETION OF THE WORK, WHICH WILL SATISFY THE FOLLOWING CRITERIA:

1. THE ABOVE CONSTRUCTION SEQUENCE SHOULD GENERALLY BE COMPLETED IN THE SPECIFIED ORDER; HOWEVER, SEVERAL SEPARATE ITEMS MAY BE CONSTRUCTED SIMULTANEOUSLY. WORK MUST ALSO BE SCHEDULED OR PHASED TO REDUCE THE EXTENT OF THE EXPOSED AREAS AS SPECIFIED BELOW. THE INTENT OF THIS SEQUENCE IS TO PROVIDE FOR EROSION CONTROL AND TO HAVE STRUCTURAL MEASURES SUCH AS SILT FENCE AND CONSTRUCTION ENTRANCES IN PLACE BEFORE LARGE AREAS OF LAND ARE DENUDED.
2. THE WORK SHALL BE CONDUCTED IN SECTIONS WHICH SHALL:
 - a) LIMIT THE AMOUNT OF EXPOSED AREA TO THOSE AREAS IN WHICH WORK IS EXPECTED TO BE UNDERTAKEN DURING THE PROCEEDING 30 DAYS.
 - b) REVEGETATE DISTURBED AREAS AS RAPIDLY AS POSSIBLE. ALL AREAS SHALL BE PERMANENTLY STABILIZED WITHIN 7 DAYS OF FINAL GRADING OR BEFORE A STORM EVENT, OR TEMPORARILY STABILIZED WITHIN 48 HOURS OF INITIAL DISTURBANCE OF SOIL FOR AREAS WITHIN 50 FEET OF AN UNDISTURBED WETLAND AND 7 DAYS FOR ALL OTHER AREAS. AREAS WITHIN 50 FEET OF AN UNDISTURBED WETLAND SHALL BE MULCHED PRIOR TO ANY PREDICTED RAIN EVENT REGARDLESS OF THE 48 HOUR WINDOW.
 - c) INCORPORATE PLANNED INLETS AND DRAINAGE SYSTEM AS EARLY AS POSSIBLE INTO THE CONSTRUCTION PHASE. THE DITCHES SHALL BE IMMEDIATELY LINED OR REVEGETATED AS SOON AS THEIR INSTALLATION IS COMPLETE.

1.5 EROSION, SEDIMENTATION AND STABILIZATION CONTROL PLAN

THE EROSION CONTROL INFORMATION IS INCLUDED IN THE PLAN SET.

1.6 DETAILS AND SPECIFICATIONS

THE EROSION CONTROL DETAILS AND SPECIFICATIONS ARE INCLUDED IN THE PLAN SET.

1.7 WINTER STABILIZATION PLAN

THE WINTER CONSTRUCTION PERIOD IS FROM NOVEMBER 1 THROUGH APRIL 15. IF THE CONSTRUCTION SITE IS NOT STABILIZED WITH PAVEMENT, A ROAD GRADING, BASE, 75% MATURE VEGETATION COVER OR RIPRAP BY NOVEMBER 15 THEN THE SITE NEEDS TO BE PROTECTED WITH OVER-WINTER STABILIZATION. AN AREA CONSIDERED OPEN IS ANY AREA NOT STABILIZED WITH PAVEMENT; VEGETATION, MULCHING, EROSION CONTROL MATS, RIPRAP OR GRAVEL BASE ON A ROAD.

WINTER EXCAVATION AND EARTHWORK SHALL BE COMPLETED SUCH THAT ANY AREA LEFT EXPOSED CAN BE CONTROLLED BY THE CONTRACTOR. LIMIT THE EXPOSED AREA TO THOSE AREAS IN WHICH WORK IS EXPECTED TO BE UNDER TAKEN DURING THE PROCEEDING 15 DAYS AND THAT CAN BE MULCHED IN ONE DAY PRIOR TO ANY SNOW EVENT.

ALL AREAS SHALL BE CONSIDERED TO BE DENUDED UNTIL THE SUBBASE GRAVEL IS INSTALLED IN ROADWAY/PARKING AREAS OR THE AREAS OF FUTURE LOAM AND SEED HAVE BEEN LOADED, SEEDED AND MULCHED. HAY AND STRAW MULCH RATE SHALL BE A MINIMUM OF 150 LBS./1,000 S.F. (3 TONS/ACRE) AND SHALL BE PROPERLY ANCHORED.

THE CONTRACTOR SHALL INSTALL ANY ADDED MEASURES WHICH MAY BE NECESSARY TO CONTROL EROSION/SEDIMENTATION FROM THE SITE DEPENDANT UPON THE SITE AND WEATHER CONDITION OF EARTHWORK OPERATIONS. ANY ADDITIONAL AREAS SHALL NOT BEGIN UNTIL THE EXPOSED SOIL SURFACE ON THE AREA BEING WORKED HAS BEEN STABILIZED, IN ORDER TO MINIMIZE AREAS WITHOUT EROSION CONTROL PROTECTION.

1. SOIL STOCKPILES
STOCKPILES OF SOIL OR SUBSOIL SHALL BE MULCHED FOR OVER WINTER PROTECTION WITH HAY OR STRAW AT TWICE THE NORMAL RATE OF 150 LBS./1,000 S.F. (3 TONS/ACRE) AND THE TOP LAYER OF WOODWASTE EROSION CONTROL MIX THIS SHALL BE DONE WITHIN 24 HOURS OF STOCKING AND RE-ESTABLISHED PRIOR TO ANY RAINFALL OR SNOWFALL. ANY SOIL STOCKPILE SHALL NOT BE PLACED (EVEN COVERED WITH HAY OR STRAW) WITHIN 50 FEET FROM ANY NATURAL RESOURCES.

2. NATURAL RESOURCE PROTECTION
ANY AREAS WITHIN 50 FEET FROM ANY NATURAL RESOURCES, IF NOT STABILIZED WITH A MINIMUM OF 75% MATURE VEGETATION CATCH, SHALL BE MULCHED BY DECEMBER 1 AND ANCHORED WITH PLASTIC NETTING OR PROTECTED WITH EROSION CONTROL MATS. DURING WINTER CONSTRUCTION, A DOUBLE LINE OF SEDIMENT BARRIERS (I.E. SILT FENCE BACKED WITH HAY BALES OR EROSION CONTROL MIX) SHALL BE PLACED BETWEEN ANY NATURAL RESOURCE AND THE DISTURBED AREA. PROJECTS CROSSING THE NATURAL RESOURCE SHALL BE PROTECTED A MINIMUM DISTANCE OF 50 FEET ON EITHER SIDE FROM THE RESOURCE. EXISTING PROJECTS NOT STABILIZED BY DECEMBER 1 SHALL BE PROTECTED WITH THE SECOND LINE OF SEDIMENT BARRIER TO ENSURE FUNCTIONALITY DURING THE SPRING THAW AND RAINS.

3. SEDIMENT BARRIERS
DURING FROZEN CONDITIONS, SEDIMENT BARRIERS SHALL CONSIST OF WOODWASTE FILTER BERMS AS FROZEN SOIL PREVENTS THE PROPER INSTALLATION OF HAY BALES AND SEDIMENT SILT FENCES.

4. MULCHING
AN AREA SHALL BE CONSIDERED DENUDED UNTIL AREAS OF FUTURE LOAM AND SEED HAVE BEEN LOADED, SEEDED AND MULCHED. HAY AND STRAW MULCH SHALL BE APPLIED AT A RATE OF 150 LB. PER 1,000 SQUARE FEET OR 3 TONS/ACRE (TWICE THE NORMAL ACCEPTED RATE OF 75-LBS./1,000 S.F. OR 1.5 TONS/ACRE) AND SHALL BE PROPERLY ANCHORED. MULCH SHALL NOT BE SPREAD ON TOP OF SNOW. THE SNOW SHALL BE REMOVED DOWN TO A ONE-INCH DEPTH OR LESS PRIOR TO APPLICATION. AFTER EACH DAY OF FINAL GRADING, THE AREA SHALL BE PROPERLY STABILIZED WITH ANCHORED HAY OR STRAW OR EROSION CONTROL MATTING. AN AREA SHALL BE CONSIDERED TO HAVE BEEN STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED WITH STRAW OR HAY AT A RATE OF 150 LB. PER 1,000 SQUARE FEET (3 TONS/ACRE) AND ADEQUATELY ANCHORED THAT GROUND SURFACE IS NOT VISIBLE THOUGH THE MULCH.

BETWEEN THE DATES OF NOVEMBER 1 AND APRIL 15, ALL MULCH SHALL BE ANCHORED BY PEG LINE, MULCH NETTING, ASPHALT EMULSION CHEMICAL, OR WOOD CELLULOSE FIBER. WHEN GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH THEN COVER IT SUFFICIENT. AFTER NOVEMBER 1ST, MULCH AND ANCHORING OF ALL BARE SOIL SHALL OCCUR AT THE END OF EACH FINAL GRADING WORKDAY.

5. MULCHING ON SLOPES AND DITCHES
SLOPES SHALL NOT BE LEFT EXPOSED FOR ANY EXTENDED TIME OF WORK SUSPENSION UNLESS FULLY MULCHED AND ANCHORED WITH PEG AND NETTING OR WITH EROSION CONTROL BLANKETS. MULCHING SHALL BE APPLIED AT A RATE OF 230 LBS./1,000 S.F. ON ALL SLOPES GREATER THAN 8%.

MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WAYS WITH A SLOPE GREATER THAN 3% FOR SLOPES EXPOSED TO DIRECT WINDS AND FOR ALL OTHER SLOPES GREATER THAN 8%. EROSION CONTROL BLANKETS SHALL BE USED IN LIEU OF MULCH IN ALL DRAINAGE WAYS WITH A SLOPE GREATER THAN 8%. EROSION CONTROL MIX CAN BE USED TO SUBSTITUTE EROSION CONTROL BLANKETS ON ALL SLOPES EXCEPT DITCHES.

6. SEEDING
BETWEEN THE DATES OF OCTOBER 15 AND APRIL 1ST, LOAM OR SEED WILL NOT BE REQUIRED. DURING PERIODS OF ABOVE FREEZING TEMPERATURES FINISHED AREAS SHALL BE FINE GRADED AND EITHER PROTECTED WITH MULCH OR TEMPORARILY SEEDED AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT CAN BE APPLIED. IF THE DATE IS AFTER NOVEMBER 1ST AND IF THE EXPOSED AREA HAS BEEN LOADED, FINAL GRADED WITH A UNIFORM SURFACE, THEN THE AREA MAY BE DORMANT SEEDED AT A RATE OF 3 TIMES HIGHER THAN SPECIFIED FOR PERMANENT SEED AND THEN MULCHED. DORMANT SEEDING MAY BE SELECTED TO BE PLACED PRIOR TO THE PLACEMENT OF MULCH AND FABRIC NETTING ANCHORED WITH STAPLES. IF DORMANT SEEDING IS USED FOR THE SITE, ALL DISTURBED AREAS SHALL RECEIVE 4" OF LOAM AND SEED AT AN APPLICATION RATE OF 5 LBS./1,000 S.F.. ALL AREAS SEEDED DURING THE WINTER SHALL BE INSPECTED IN THE SPRING FOR ADEQUATE CATCH. ALL AREAS INSUFFICIENTLY VEGETATED (LESS THAN 75% CATCH) SHALL BE REVEGETATED BY REPLACING LOAM, SEED AND MULCH. IF DORMANT SEEDING IS NOT USED FOR THE SITE, ALL DISTURBED AREAS SHALL BE REVEGETATED IN THE SPRING.

STANDARDS FOR TIMELY STABILIZATION OF CONSTRUCTION SITES DURING WINTER

1. STANDARD FOR THE TIMELY STABILIZATION OF DITCHES AND CHANNELS --- THE APPLICANT SHALL CONSTRUCT AND STABILIZE ALL STONE-LINED DITCHES AND CHANNELS ON THE SITE BY NOVEMBER 15. IF THE APPLICANT FAILS TO STABILIZE AND STABILIZE ALL GRASS-LINED DITCHES AND CHANNELS ON THE SITE BY SEPTEMBER 1. IF THE APPLICANT FAILS TO STABILIZE A DITCH OR CHANNEL TO BE GRASS-LINED BY SEPTEMBER 1, THEN THE APPLICANT WILL TAKE ONE OF THE FOLLOWING ACTIONS TO STABILIZE THE DITCH FOR LATE FALL AND WINTER.

INSTALL A SOIL LINING IN THE DITCH --- THE APPLICANT SHALL LINE THE DITCH WITH PROPERLY INSTALLED SOD BY OCTOBER 1. PROPER INSTALLATION INCLUDES THE APPLICANT PINNING THE SOD ONTO THE SOIL WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL, AND ANCHORING THE SOD WITH JUTE OR PLASTIC MESH TO PREVENT THE SOD STRIPS FROM SLOUGHING DURING FLOW CONDITIONS.

INSTALL A STONE LINING IN THE DITCH --- THE APPLICANT SHALL LINE THE DITCH WITH STONE RIPRAP BY NOVEMBER 15. THE APPLICANT SHALL HIRE A REGISTERED PROFESSIONAL ENGINEER TO DETERMINE THE STONE SIZE AND LINING THICKNESS NEEDED TO WITHSTAND THE ANTICIPATED FLOW VELOCITIES AND FLOW DEPTHS WITHIN THE DITCH. IF NECESSARY, THE APPLICANT SHALL REGRADE THE DITCH PRIOR TO PLACING THE STONE LINING SO TO PREVENT THE STONE LINING FROM REDUCING THE DITCH'S CROSS-SECTIONAL AREA.

2. STANDARD FOR THE TIMELY STABILIZATION OF DISTURBED SLOPES --- THE APPLICANT SHALL CONSTRUCT AND STABILIZE STONE-COVERED SLOPES BY NOVEMBER 15. THE APPLICANT SHALL SEED AND MULCH ALL SLOPES TO BE VEGETATED BY SEPTEMBER 1. THE DEPARTMENT SHALL CONSIDER ANY AREA HAVING A GRADE GREATER THAN 15% TO BE A SLOPE. IF THE APPLICANT FAILS TO STABILIZE ANY SLOPE TO BE VEGETATED BY SEPTEMBER 1, THEN THE APPLICANT SHALL TAKE ONE OF THE FOLLOWING ACTIONS TO STABILIZE THE SLOPE FOR LATE FALL AND WINTER.

STABILIZE THE SOIL WITH TEMPORARY VEGETATION AND EROSION CONTROL MATS --- BY SEPTEMBER 1 THE APPLICANT SHALL SEED THE DISTURBED SLOPE WITH WINTER RYE AT A SEEDING RATE OF 3 POUNDS PER 1,000 SQUARE FEET AND APPLY EROSION CONTROL MATS OVER THE MULCHED SLOPE. THE APPLICANT SHALL MONITOR GROWTH OF THE RYE OVER THE NEXT 30 DAYS. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR COVER AT LEAST 75% OF THE DISTURBED SLOPE BY NOVEMBER 1, THEN THE APPLICANT SHALL COVER THE SLOPE WITH A LAYER OF WOODWASTE COMPOST AS DESCRIBED IN ITEM II.B OF THIS STANDARD OR WITH STONE RIPRAP AS DESCRIBED IN ITEM IV OF THIS STANDARD.

STABILIZE THE SLOPE WITH SOD --- THE APPLICANT SHALL STABILIZE THE DISTURBED SLOPE WITH PROPERLY INSTALLED SOD BY SEPTEMBER 1. PROPER INSTALLATION INCLUDES THE APPLICANT PINNING THE SOD ONTO THE SLOPE WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL. THE APPLICANT SHALL NOT USE LATE-SEASON SOD INSTALLATION TO STABILIZE SLOPES HAVING A GRADE GREATER THAN 33% (3H:1V).

STABILIZE THE SLOPE WITH WOODWASTE COMPOST --- THE APPLICANT SHALL PLACE A SIX-INCH LAYER OF WOODWASTE COMPOST ON THE SLOPE BY NOVEMBER 15. PRIOR TO PLACING THE WOODWASTE COMPOST, THE APPLICANT SHALL REMOVE ANY SNOW ACCUMULATION ON THE DISTURBED SLOPE. THE APPLICANT SHALL NOT USE WOODWASTE COMPOST TO STABILIZE SLOPES HAVING GRADES GREATER THAN 50% (2H:1V) OR HAVING GROUNDWATER SEEPS ON THE SLOPE FACE.

STABILIZE THE SLOPE WITH STONE RIPRAP --- THE APPLICANT SHALL PLACE A LAYER OF STONE RIPRAP ON THE SLOPE BY NOVEMBER 15. THE APPLICANT SHALL HIRE A REGISTERED PROFESSIONAL ENGINEER TO DETERMINE THE STONE SIZE NEEDED FOR STABILITY AND TO DESIGN A FILTER LAYER FOR UNDERNEATH THE RIPRAP.

3. STANDARD FOR THE TIMELY STABILIZATION OF DISTURBED SOILS --- BY SEPTEMBER 15 THE APPLICANT SHALL SEED AND MULCH ALL DISTURBED SOILS ON AREAS HAVING A SLOPE LESS THAN 15%. IF THE APPLICANT FAILS TO STABILIZE THESE SOILS BY THIS DATE, THEN THE APPLICANT SHALL TAKE ONE OF THE FOLLOWING ACTIONS TO STABILIZE THE SOIL FOR LATE FALL AND WINTER.

STABILIZE THE SOIL WITH TEMPORARY VEGETATION --- BY SEPTEMBER 1 THE APPLICANT SHALL SEED THE DISTURBED SOIL WITH WINTER RYE AT A SEEDING RATE OF 3 POUNDS PER 1000 SQUARE FEET, LIGHTLY MULCH THE SEEDED SOIL WITH HAY OR STRAW AT 75 POUNDS PER 1000 SQUARE FEET, AND ANCHOR THE MULCH WITH PLASTIC NETTING. THE APPLICANT SHALL MONITOR GROWTH OF THE RYE OVER THE NEXT 30 DAYS. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR COVER AT LEAST 75% OF THE DISTURBED SOIL BEFORE NOVEMBER 1, THEN THE APPLICANT SHALL MULCH THE AREA FOR OVER-WINTER PROTECTION AS DESCRIBED BELOW.

STABILIZE THE SOIL WITH SOD --- THE APPLICANT SHALL STABILIZE THE DISTURBED SOIL WITH PROPERLY INSTALLED SOD BY SEPTEMBER 15. PROPER INSTALLATION INCLUDES THE APPLICANT PINNING THE SOD ONTO THE SOIL WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL.

STABILIZE THE SOIL WITH MULCH --- BY NOVEMBER 15 THE APPLICANT SHALL MULCH THE DISTURBED SOIL BY SPREADING HAY OR STRAW AT A RATE OF AT LEAST 150 POUNDS PER 1000 SQUARE FEET ON THE AREA SO THAT NO SOIL IS VISIBLE THROUGH THE MULCH. PRIOR TO APPLYING THE MULCH, THE APPLICANT SHALL REMOVE ANY SNOW ACCUMULATION ON THE DISTURBED AREA. IMMEDIATELY AFTER APPLYING THE MULCH, THE APPLICANT WILL ANCHOR THE MULCH WITH PLASTIC NETTING TO PREVENT WIND FROM MOVING THE MULCH OFF THE DISTURBED SOIL.

1.8 MAINTENANCE OF FACILITIES

THE STORMWATER FACILITIES WILL BE MAINTAINED BY THE APPLICANT, GRUN DEVELOPMENT, LLC, OR THEIR ASSIGNED HEIRS. THE CONTRACT DOCUMENTS WILL REQUIRE THE CONTRACTOR TO DESIGNATE A PERSON RESPONSIBLE FOR MAINTENANCE OF THE SEDIMENTATION CONTROL FEATURES DURING CONSTRUCTION AS REQUIRED BY THE EROSION CONTROL REPORT. LONG-TERM OPERATION/MAINTENANCE RECOMMENDED FOR THE STORMWATER FACILITIES IS PRESENTED BELOW.

THE RESPONSIBLE PARTY MAY CONTRACT WITH SUCH PROFESSIONALS, AS MAY BE NECESSARY IN ORDER TO COMPLY WITH THIS PROVISION AND MAY RELY ON THE ADVICE OF SUCH PROFESSIONALS IN CARRYING OUT ITS DUTY HEREUNDER, PROVIDED, THAT THE FOLLOWING OPERATION AND MAINTENANCE PROCEDURES ARE HEREBY ESTABLISHED AS A MINIMUM FOR COMPLIANCE WITH THIS SECTION. A MAINTENANCE LOG OF THE INSPECTIONS SHALL BE KEPT BY THE RESPONSIBLE PARTY.

INSPECTION AND MAINTENANCE FREQUENCY AND CORRECTIVE MEASURES:
THE FOLLOWING ARE FACILITIES, AND MEASURES WILL BE INSPECTED AND THE IDENTIFIED DEFICIENCIES WILL BE CORRECTED. CLEAN-OUT MUST INCLUDE THE REMOVAL AND LEGAL DISPOSAL OF ANY ACCUMULATED SEDIMENTS AND DEBRIS.

CATCH BASINS:

INSPECT CATCH BASINS 2 TIMES PER YEAR (PREFERABLY IN SPRING AND FALL) TO ENSURE THAT THE CATCH BASINS ARE WORKING IN THEIR INTENDED FASHION AND THAT THEY ARE FREE OF DEBRIS. CLEAR STRUCTURES WHEN SEDIMENT DEPTHS REACH 12" FROM INVERT OF OUTLET. IF THE BASIN OUTLET IS DESIGNED WITH A HOOD TO TRAP FLOATABLE MATERIALS (I.E. SNOUT), CHECK TO ENSURE WATERIGHT SEAL IS WORKING. AT A MINIMUM, REMOVE FLOATING DEBRIS AND HYDROCARBONS AT THE TIME OF THE INSPECTION.

CULVERTS:

INSPECT CULVERTS 2 TIMES PER YEAR (PREFERABLY IN SPRING AND FALL) TO ENSURE THAT THE CULVERTS ARE WORKING IN THEIR INTENDED FASHION AND THAT THEY ARE FREE OF DEBRIS. REMOVE ANY OBSTRUCTIONS TO FLOW; REMOVE ACCUMULATED SEDIMENTS AND DEBRIS AT THE INLET, AT THE OUTLET, AND WITHIN THE CONDUIT AND REPAIR ANY EROSION DAMAGE AT THE CULVERT'S INLET AND OUTLET.

VEGETATED AREAS:

INSPECT SLOPES AND EMBANKMENTS EARLY IN THE GROWING SEASON TO IDENTIFY ACTIVE OR POTENTIAL EROSION PROBLEMS. REPLANT BARE AREAS OR AREAS WITH SPARSE GROWTH. WHERE RILL EROSION IS EVIDENT, ARMOR THE AREA WITH AN APPROPRIATE LINING OR INVERT THE EROSION FLOWS TO ON-SITE AREAS ABLE TO WITHSTAND THE CONCENTRATED FLOWS. THE FACILITIES WILL BE INSPECTED AFTER MAJOR STORMS AND ANY IDENTIFIED DEFICIENCIES WILL BE CORRECTED.

ROADWAYS AND PARKING SURFACES: CLEAR ACCUMULATIONS OF WINTER SAND IN PARKING LOTS AND ALONG ROADWAYS AT LEAST ONCE A YEAR. PREVENTING SAND ACCUMULATION ON PAVEMENT MAY BE REMOVED BY PAVEMENT SEEDING. ACCUMULATIONS OF SAND ALONG ROAD SHOULDERS MAY BE REMOVED BY GRADING EXCESS SAND TO THE PAVEMENT EDGE AND REMOVING IT MANUALLY OR BY A FRONT-END LOADER. REPAIR POTHOLES AND OTHER ROADWAY OBSTRUCTIONS AND HAZARDS. PLOWING AND SANDING OF PAVED AREAS SHALL BE PERFORMED AS NECESSARY TO MAINTAIN VEHICULAR TRAFFIC SAFETY.

INLET/OUTLET CONTROL STRUCTURES:

INSPECT STRUCTURES AND PIPING 2 TIMES PER YEAR (PREFERABLY IN SPRING AND FALL) TO ENSURE THAT THE STRUCTURES ARE WORKING IN THEIR INTENDED FASHION AND THAT THEY ARE FREE OF DEBRIS. REMOVE ANY OBSTRUCTIONS TO FLOW; REMOVE ACCUMULATED SEDIMENTS AND DEBRIS WITHIN THE STRUCTURE.

STORMDRAIN OUTLETS:

INSPECT 2 TIMES PER YEAR (PREFERABLY IN SPRING AND FALL) TO ENSURE THAT THE OUTLETS ARE WORKING IN THEIR INTENDED FASHION AND THAT THEY ARE FREE OF DEBRIS. REMOVE ANY OBSTRUCTIONS TO FLOW; REMOVE ACCUMULATED SEDIMENTS AND DEBRIS AT THE OUTLET AND WITHIN THE CONDUIT REPAIR ANY EROSION DAMAGE AT THE STORMDRAIN OUTLET.

SOIL FILTER - GRASSED UNDERDRAINED SOIL FILTER:

INSPECT ALL UPSTREAM PRE-TREATMENT MEASURES 2 TIMES PER YEAR (PREFERABLY IN SPRING AND FALL) FOR SEDIMENT AND FLOATABLES ACCUMULATION. REMOVE AND DISPOSE OF ANY SEDIMENTS OR DEBRIS.

SURFACE (UNDERDRAIN POND, SWALE OR BIO-FILTER):
THE SOIL FILTERS SHALL BE INSPECTED WITHIN THE FIRST THREE MONTHS AFTER CONSTRUCTION; THEREAFTER THE FILTERS SHALL BE INSPECTED 2 TIMES PER YEAR (PREFERABLY IN SPRING AND FALL) TO ENSURE THAT THE FILTER IS DRAINING WITHIN 24 TO 48 HOURS OF A RAIN EVENT EQUIVALENT TO 1" OR MORE. ADJUSTMENTS SHALL BE MADE TO THE OUTLET VALVE, BY OPENING OR CLOSING VALVE, TO ENSURE THAT THE GRASSED UNDERDRAIN POND OR SWALE DRAINS WITHIN 24 TO 48 HOURS. FAILURE TO DRAIN IN 72 HOURS WILL REQUIRE PART OR ALL OF THE SOIL FILTER MEDIA TO BE REMOVED AND REPLACED WITH NEW MATERIAL MEETING THE SOIL FILTER GRADATION. THE FACILITIES SHALL BE INSPECTED AFTER MAJOR STORMS AND ANY IDENTIFIED DEFICIENCIES SHALL BE CORRECTED. HARVESTING AND WEEDING OF EXCESSIVE GROWTH SHALL BE PERFORMED AS NEEDED. INSPECT FOR UNWANTED OR INVASIVE PLANTS AND REMOVE AS NECESSARY.

DITCHES, SWALES AND OTHER OPEN STORMWATER CHANNELS:

INSPECT 2 TIMES PER YEAR (PREFERABLY IN SPRING AND FALL) TO ENSURE THEY ARE WORKING IN THEIR INTENDED FASHION AND THAT THEY ARE FREE OF SEDIMENT AND DEBRIS. REMOVE ANY OBSTRUCTIONS TO FLOW, INCLUDING ACCUMULATED SEDIMENTS AND DEBRIS AND VEGETATED GROWTH. REPAIR ANY EROSION OF THE DITCH LINING. VEGETATED DITCHES WILL BE MOWED AT LEAST ANNUALLY OR OTHERWISE MAINTAINED TO CONTROL THE GROWTH OF WOODY VEGETATION AND MAINTAIN FLOW CAPACITY. ANY WOODY VEGETATION GROWING THROUGH RIPRAP LININGS MUST ALSO BE REMOVED. REPAIR ANY SLUMPING SIDE SLOPES AS SOON AS PRACTICABLE. IF THE DITCH HAS A RIPRAP LINING, REPLACE RIPRAP ON AREAS WHERE ANY UNDERLYING FILTER FABRIC OR UNDERDRAIN GRATE IS SHOWING THROUGH THE STONE OR WHERE STONES HAVE DISLODGED. CORRECT ANY EROSION OF THE CHANNEL'S BOTTOM OR SIDESLOPES. THE FACILITIES SHALL BE INSPECTED AFTER MAJOR STORMS AND ANY IDENTIFIED DEFICIENCIES SHALL BE CORRECTED.

RECERTIFICATION

AS PART OF THE STORMWATER PERMIT, THE APPLICANT IS REQUIRED TO MEET THE STANDARDS IN APPENDIX B OF THE CHAPTER 500 RULES. APPENDIX B STATES THAT A PROJECT MUST SUBMIT A CERTIFICATION OF THE FOLLOWING TO THE DEPARTMENT WITHIN THREE MONTHS OF THE EXPIRATION OF EACH FIVE-YEAR INTERVAL FROM THE DATE OF ISSUANCE OF THE PERMIT.

- (a) IDENTIFICATION AND REPAIR OF EROSION PROBLEMS. ALL AREAS OF THE PROJECT SITE HAVE BEEN INSPECTED FOR AREAS OF EROSION, AND APPROPRIATE STEPS HAVE BEEN TAKEN TO PERMANENTLY STABILIZE THESE AREAS.
- (b) INSPECTION AND REPAIR OF STORMWATER CONTROL SYSTEM. ALL ASPECTS OF THE STORMWATER CONTROL SYSTEM HAVE BEEN INSPECTED FOR DAMAGE, WEAR, AND MALFUNCTION, AND APPROPRIATE STEPS HAVE BEEN TAKEN TO REPAIR OR REPLACE THE SYSTEM, OR PORTIONS OF THE SYSTEM.
- (c) MAINTENANCE. THE EROSION AND STORMWATER MAINTENANCE PLAN FOR THE SITE IS BEING IMPLEMENTED AS WRITTEN, OR MODIFICATIONS TO THE PLAN HAVE BEEN SUBMITTED TO AND APPROVED BY THE DEPARTMENT, AND THE MAINTENANCE LOG IS BEING MAINTAINED.

HOUSEKEEPING

THE FOLLOWING PROCEDURES ARE HEREBY ESTABLISHED AS A MINIMUM FOR COMPLIANCE WITH THIS SECTION. FOR FURTHER INFORMATION ON THE PROCEDURES LISTED BELOW, REFER TO MDT CHAPTER 500 RULES - APPENDIX C.

SPILL PREVENTION:
APPROPRIATE SPILL PREVENTION, CONTAINMENT, AND RESPONSE PLANNING/IMPLEMENTATION SHALL BE USED TO PREVENT POLLUTANTS FROM BEING DISCHARGED FROM MATERIALS ON SITE.

GROUNDWATER PROTECTION:
DURING CONSTRUCTION, DANGEROUS MATERIALS WITH THE POTENTIAL TO CONTAMINATE GROUNDWATER SHALL NOT BE STORED OR HANDLED IN AREAS OF THE SITE WHICH DRAIN TO AN INFILTRATION AREA.

FUGITIVE SEDIMENT AND DUST:
APPROPRIATE MEASURES SHALL BE TAKEN TO ENSURE THAT ACTIVITIES DO NOT RESULT IN NOTICEABLE EROSION OF THE SOILS AND WATER AND/OR CALCIUM CHLORIDE SHALL BE USED TO ENSURE THAT ACTIVITIES DO NOT RESULT IN FUGITIVE DUST EMISSIONS DURING OR AFTER CONSTRUCTION.

DEBRIS AND OTHER MATERIALS:
LITTER, CONSTRUCTION DEBRIS, AND CHEMICALS EXPOSED TO STORMWATER MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE.

TRENCH OR FOUNDATION DE-WATERING:
WATER COLLECTED THROUGH THE PROCESS OF TRENCHING AND/OR DE-WATERING MUST BE REMOVED FROM THE PONDED AREA, AND MUST BE SPREAD THROUGH NATURAL WOODED BUFFERS OR OTHER AREAS THAT ARE SPECIFICALLY DESIGNED TO COLLECT THE MAXIMUM AMOUNT OF SEDIMENT POSSIBLE.

NON-STORMWATER DISCHARGES:
IDENTIFY AND PREVENT CONTAMINATION BY NON-STORMWATER DISCHARGES.

PROJECT: WEST CUMBERLAND MULTIPLEX UNITS

SITE LOCATION: CUMBERLAND, ME

X PERMANENT SEEDING

TEMPORARY SE



Calc Zone #3	+	0.7 fc	6.5 fc	0.0 fc	N/A	N/A
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EHL16 LED

Data is considered accurate as of the revision date shown.
Antique Street Lamps reserves the right to modify specifications without notice.