



## Town of Brunswick, Maine

### PLANNING BOARD

85 UNION STREET, BRUNSWICK, ME 04011

### PLANNING BOARD AGENDA BRUNSWICK TOWN HALL 85 UNION STREET THURSDAY, SEPTEMBER 10, 2020, 7:00 P.M.

**THIS MEETING IS BEING CONDUCTED VIA ELECTRONIC DEVICES WITH PLANNING BOARD MEMBERS PARTICIPATING FROM REMOTE LOCATIONS.**

**THERE IS NO OPPORTUNITY FOR THE PUBLIC TO VIEW THIS MEETING IN PERSON.**

**THE PUBLIC CAN VIEW OR LISTEN TO THE MEETING ON TV3 (CHANNEL 3 ON COMCAST) OR VIA LIVE STREAM FROM THE TOWN'S WEBSITE: <http://tv3hd.brunswickme.org/CablecastPublicSite/watch/1?channel=1>**

**THE PUBLIC MAY PROVIDE COMMENT VIA EMAIL ([mpanfil@brunswickme.org](mailto:mpanfil@brunswickme.org)) PRIOR TO THE MEETING OR THEY MAY PROVIDE LIVE COMMENT VIA ZOOM TELEPHONE AT: +1 (929) 205 6099;  
MEETING ID: 881 2013 1736; PASSWORD: fK7zQa**

- 1. Case #20-028 Brunswick Landing Village Phase II:** The Planning Board will host a **PUBLIC HEARING** and review and take action on a **Sketch / Final Plan Major Development Review** subdivision amendment application submitted by Sitelines, PA on behalf of Brunswick Landing Condominiums, LLC to amend the Brunswick Landing Venture Subdivision (Case # 18-013) to create a total of 36 new single-family residential lots. The subject parcel is Map 40, Lots 131 and 138 located within the **Growth Residential 1 (GR1) Zoning District** and contains the **Shoreland Protection Overlay – Stream Protection (SPO-SP) Subdistrict**.\*
- 2. Case #20-031 Zoning Amendment, Development Review Timeline:** The Planning Board will hold a **PUBLIC HEARING** to review and provide a recommendation to the Town Council on a **Zoning Ordinance Text Amendment** to the development review time requirements as established in Sections 5.1.4 and 5.2.9 of the Town of Brunswick Zoning Ordinance. *This item was tabled by the Planning Board on August 25, 2020*
- 3. Other Business**
- 4. Approval of Minutes**
- 5. Adjourn**

**\*The previous abutter notification for Case #20-028 was incorrectly dated September 1, 2020.**

*This agenda is mailed to owners of property within 200 feet of proposed development sites and 300 feet for Conditional Use or Special Use Permits. Please call the Brunswick Department of Planning and Development (725-6660) with questions or comments. Individuals needing auxiliary aids for effective communications please call 725-6659 or TDD 725-5521. This meeting will be televised.*

Due to its length, Planning Board members were advised at their August 25, 2020 meeting to keep the packet, including SRC notes, for Case #20-028 Brunswick Landing Village Phase II. Those documents are provided again in the digital packet available at <https://www.brunswickme.org/AgendaCenter>, but if a new hard copy is required please contact Town staff at 725-6660 or [mpanfil@brunswickme.org](mailto:mpanfil@brunswickme.org).

Thank you,

Matt

**From:** [Matt Panfil](#)  
**To:** [Planning Department](#)  
**Bcc:** ["Curtis Neufeld"](#)  
**Subject:** FW: Brunswick Landing Village workshop, case #20-028  
**Date:** Tuesday, August 25, 2020 3:30:00 PM  
**Attachments:** [Reponse to Councilor Watkinson\\_081820.pdf](#)

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Good afternoon:

Public comment from Councilor Watkinson is in the below email. Please note that the attachment are responses I provided to Councilor Watkinson in a previous email.

Thank you,

Matt Panfil, AICP CUD, LEED AP BD+C  
Director of Planning and Development  
Town of Brunswick  
85 Union Street  
Brunswick, ME 04011

p. (207) 725-6660, ext. 4020  
f. (207) 725-6663  
[mpanfil@brunswickme.org](mailto:mpanfil@brunswickme.org)  
[www.brunswickme.org](http://www.brunswickme.org)

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**From:** Christopher Watkinson <[cwatkinson@brunswickme.org](mailto:cwatkinson@brunswickme.org)>  
**Sent:** Tuesday, August 25, 2020 2:09 PM  
**To:** Matt Panfil <[mpanfil@brunswickme.org](mailto:mpanfil@brunswickme.org)>  
**Subject:** Brunswick Landing Village workshop, case #20-028

Hello Matt,

Thank you again for your responses to my questions, attached here to this email. I don't know of a direct way to contact the Planning Board, so please submit the below comments to the Planning Board for tonight's Workshop on Brunswick Landing Village, Phase II, case #20-028.

To Brunswick Planning Board:

In recent weeks I've had several conversations with a number of my constituents living on Intrepid Drive, in the immediate vicinity of the proposed Brunswick Landing Village Phase II development. To be clear, I don't believe there are any complaints with the developments

planned on Neptune Drive or at the northeast end of the property, I believe on Forestal Drive. However residents of Intrepid have raised a number of concerns about the proposed units that run along their street, and I would like to add my voice to their concerns.

Specifically, the concern is that the units planned on Intrepid have some marked differences that are not in fitting with the existing neighborhood on Intrepid, and although the applicant may be in compliance with the Zoning Ordinance requirements for development, I would request the Planning Board reflect on whether the Zoning Ordinance requirements themselves may be flawed and worth revisiting before proceeding with approval of the proposed development.

It is my understanding that the property setbacks of the proposed development are significantly different from the existing houses already in place on Intrepid Drive. As I understand it, the proposed units would only be set back five feet from property lines (totaling 10 feet between units). This is much less than the existing properties already on the street, which in my estimation looks more like 10 foot setbacks (totaling about 20 feet between homes).

I'm not sure if any members of the Planning Board have walked the property, but I have. I've visited the neighborhood with charming homes, sheltered with mature tree growth and open spaces for children to play, and I believe cramming 14 lots additional lots with homes with such different setbacks from the existing neighborhood will dramatically change the character of this neighborhood.

I understand the applicant is in compliance with the Zoning Ordinance, and I support the intention of the Growth District and believe that more housing stock in Brunswick is needed. However, the Zoning Ordinance was rewritten only a few years ago, and since that time it has been common for the Planning Board and the Town Council to encounter situations when putting the text into practice, unforeseen outcomes that go against the intention of the Zoning have spurred on further revisions so that it may be better put to use for our community.

Recent examples of this were adjusting acceptable setbacks from slopes near waterways, and adjusting language in the permitted use criteria in the Growth Industrial district. If indeed the current Zoning Ordinance does not hold residential development in this Growth district to have the same property setbacks as that of existing houses that are immediate abutters, I submit that this is yet another example of erroneous standards in the Zoning Ordinance with unforeseen impact on existing properties and homeowners.

I urge the Planning Board to pause the approval process for Brunswick Landing Village case #20-028, consider the language of the Zoning Ordinance as it pertains to this development,

and review if the language can be adjusted or revised to better preserve the intention of the Ordinance and the character of the communities it will impact. If the Board is of the opinion that the language need be altered, please consult with the Town Council so we may review the language and amend the Zoning Ordinance if appropriate.

Thank you for your time,

Chris Watkinson

Chris Watkinson  
Town Councilor, District 5  
85 Union Street  
Brunswick, ME 04011-2418  
Cell: 207-844-4199

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**From:** Matt Panfil  
**Sent:** Tuesday, August 18, 2020 1:08 PM  
**To:** Christopher Watkinson  
**Cc:** John Eldridge  
**Subject:** RE: Two developments

Councilor Watkinson:

I've attached responses to your questions in a pdf file.

Thank you,

Matt Panfil, AICP CUD, LEED AP BD+C  
Director of Planning and Development  
Town of Brunswick  
85 Union Street  
Brunswick, ME 04011

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[www.brunswickme.org](http://www.brunswickme.org)

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**From:** Christopher Watkinson <[cwatkinson@brunswickme.org](mailto:cwatkinson@brunswickme.org)>

**PLEASE NOTE THAT THIS COMMUNICATION INCLUDED DISCUSSION ABOUT A SEPARATE PROJECT, JORDAN CROSSING. PLEASE DISREGARD THE JORDAN CROSSING COMMENTS FOR THE PURPOSES OF THIS REVIEW.**

**Sent:** Monday, August 17, 2020 3:04 PM

**To:** Matt Panfil <[mpanfil@brunswickme.org](mailto:mpanfil@brunswickme.org)>

**Subject:** Two developments

Hi Matt,

I write you today about not one but actually TWO housing developments planned in District 5 that separate groups of constituents have contacted me with concern. I believe they are named:

1. Jordan Crossing, located at the east end of Jordan Ave, and;
2. Brunswick Landing Village (phase II)

I know both are in different stages of the application process and have their own unique circumstances, but both groups of abutters feel strongly that the density of the proposed developments are not in fitting with the general area. From what I understand there are no objections to either site being developed for housing, but the density of units is cause for alarm.

Can you tell me for both developments, if:

- A. What is being proposed is compliant with the Zoning Ordinance for density of units, and
- B. How the number of units per acre compares with abutters and immediate neighbors?

Sorry, I've tried going back through PB agendas and minutes, as well as the Staff Review Committee minutes, and it's a bit of needle-in-haystack trying to find that information.

Jordan Crossing: The implications on foot/bike traffic along Jordan Ave for families traveling to/from the Furbish school is alarming, as there is no sidewalk where the Jordan Crossing development is being proposed. From the minutes of a meeting in July, it looked like there was some discussion of natural screening to be added along the roadway to disguise the sideways houses that don't face Jordan Ave, has that been fully adopted into the plan?

Brunswick Landing Village: I have real misgivings about the utility capability of the site to accommodate such a large number of new units. Is the Developer paying impact fees associated with his development to offset costs when sewer, water, or electrical infrastructure fails?

In the original Base Reuse Master Plan, there was much discussion about the housing on Brunswick Landing (then still BNAS) to be used for affordable/workforce housing needs of the

community, but it doesn't appear the developer has been held to that standard. Does the Town of Brunswick have any purview to hold MRRRA or the private developers that now own the property to honor that original vision that was declared back in 2008?

Let me know your thoughts when you have a moment please, Thanks,  
Chris

Chris Watkinson  
Town Councilor, District 5  
85 Union Street  
Brunswick, ME 04011-2418  
Cell: 207-844-4199

**PLEASE NOTE THAT THIS COMMUNICATION INCLUDED DISCUSSION ABOUT A SEPARATE PROJECT, JORDAN CROSSING. PLEASE DISREGARD THE JORDAN CROSSING COMMENTS FOR THE PURPOSES OF THIS REVIEW.**

Hi Matt,

I write you today about not one but actually TWO housing developments planned in District 5 that separate groups of constituents have contacted me with concern. I believe they are named:

- 1. Jordan Crossing, located at the east end of Jordan Ave, and;
- 2. Brunswick Landing Village (phase II)

*FYI – A third housing development, Brunswick Landing Apartments, was recently approved by the Planning Board at their July 28, 2020 meeting. The Brunswick Landing Apartments are 108 units located off Captain’s Way.*

I know both are in different stages of the application process and have their own unique circumstances,

*The Planning Board granted Sketch Plan approval for Jordan Crossing at their July 14, 2020 meeting. The applicant has yet to submit for Final Plan approval.*

*Final approval for Brunswick Landing Village Phase II is on the Planning Board agenda for Tuesday, August 25, 2020.*

but both groups of abutters feel strongly that the density of the proposed developments are not in fitting with the general area. From what I understand there are no objections to either site being developed for housing, but the density of units is cause for alarm.

Can you tell me for both developments, if:

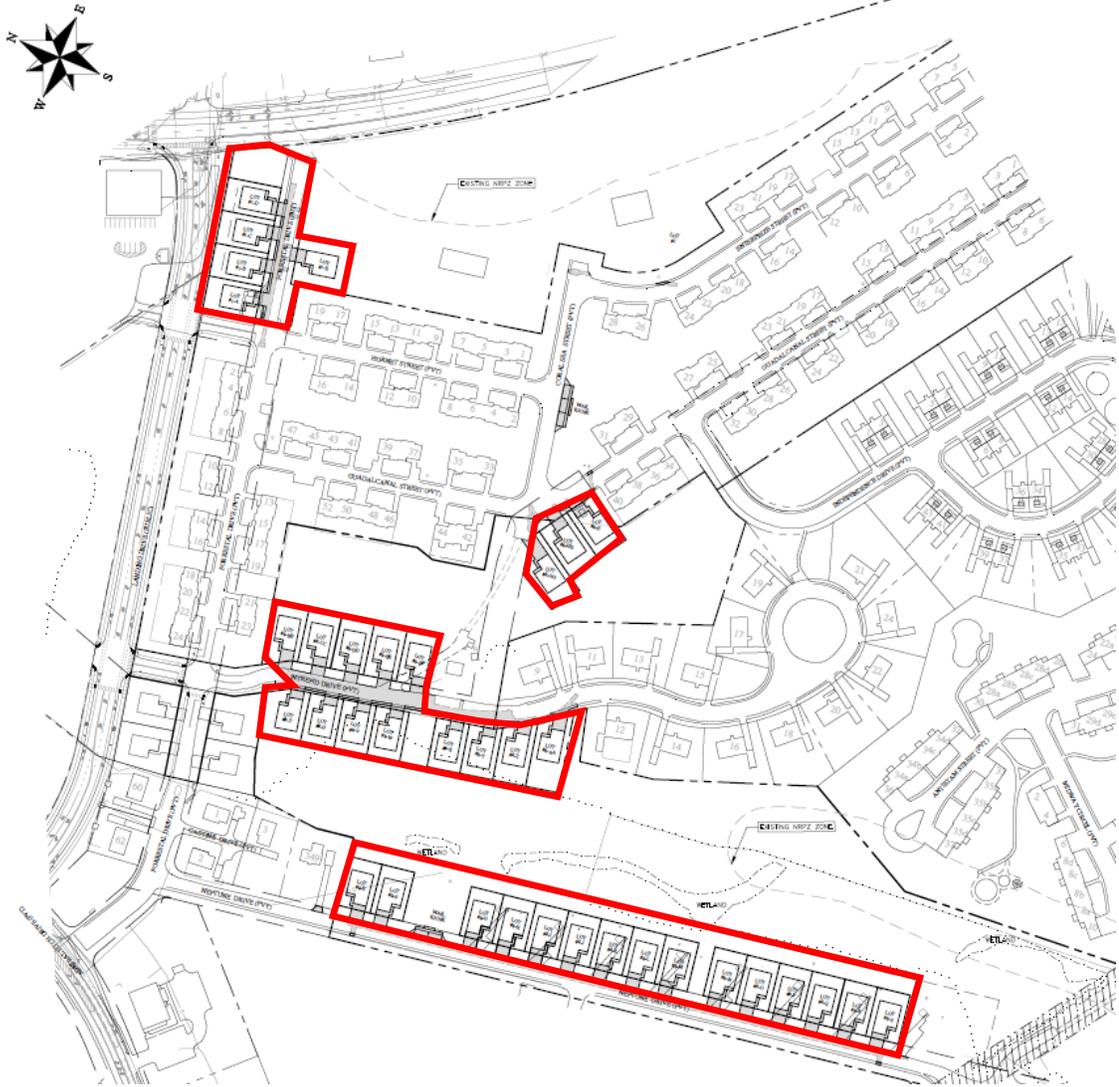
- A. What is being proposed is compliant with the Zoning Ordinance for density of units, and

<u>Project</u>	<u>Zoning District Allowable DUs/acre</u>	<u>Proposed DUs/acre</u>
Jordan Crossing	GM5 – 6 DUs/acre	5.46 DUs/acre*



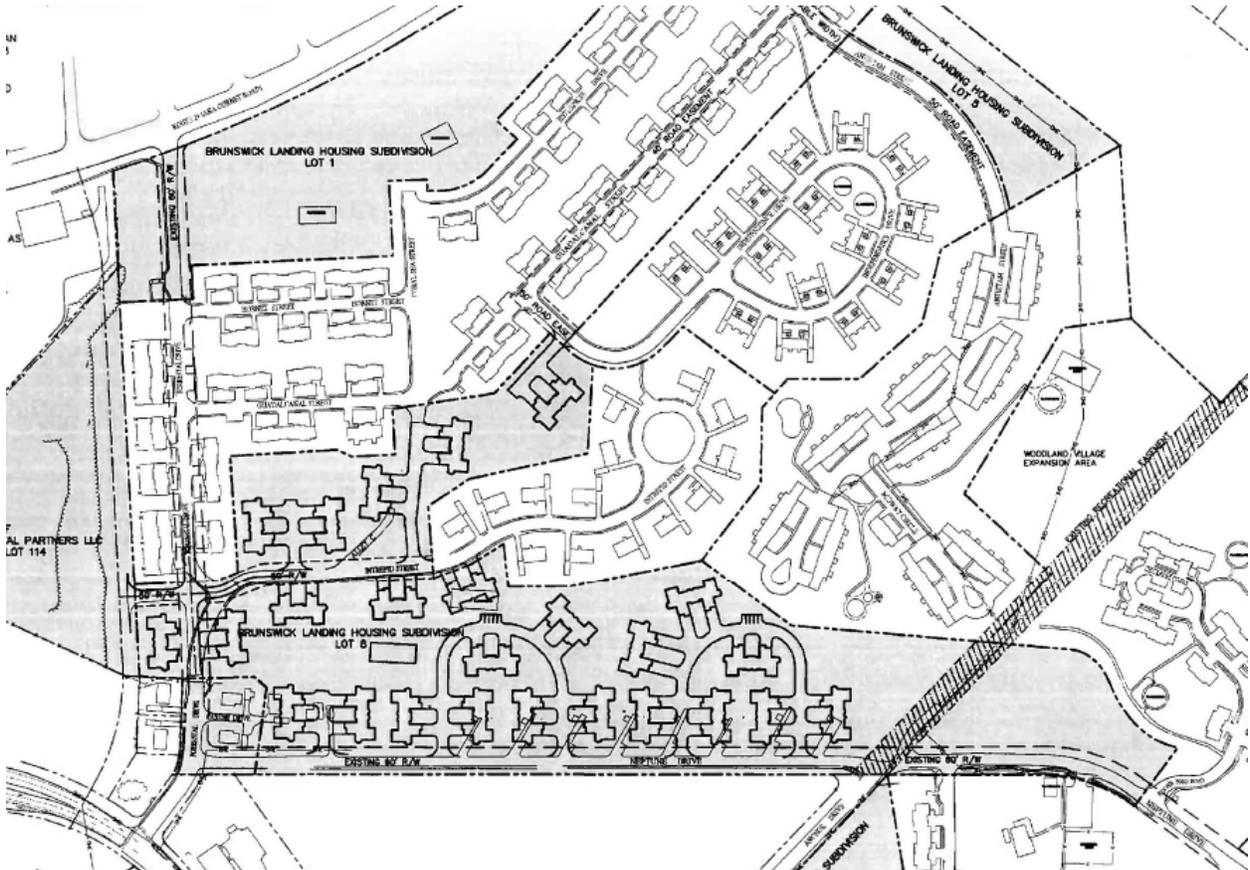
Please note that this is proposed as an open space development and there is flexibility on some of the dimensional standards such as lot area in exchange for providing land for conservation. The Town actively encourages this type of development through open space density bonuses (although the applicant did not use the bonus in this case).

<u>Project</u>	<u>Zoning District Allowable DUs/acre</u>	<u>Proposed DUs/acre</u>
Brunswick Landing Village Phase II	GR1 – 8 DUs/acre	1.51 DUs/acre*



\* Please note that Brunswick Landing Village Phase II is located within a previously approved Common Development Plan (CDP) and this proposal is an amendment to the original subdivision that allowed 40 townhouse-style dwelling units distributed amongst 12 buildings. The density numbers are somewhat misleading because some parcels contribute more open space than others.

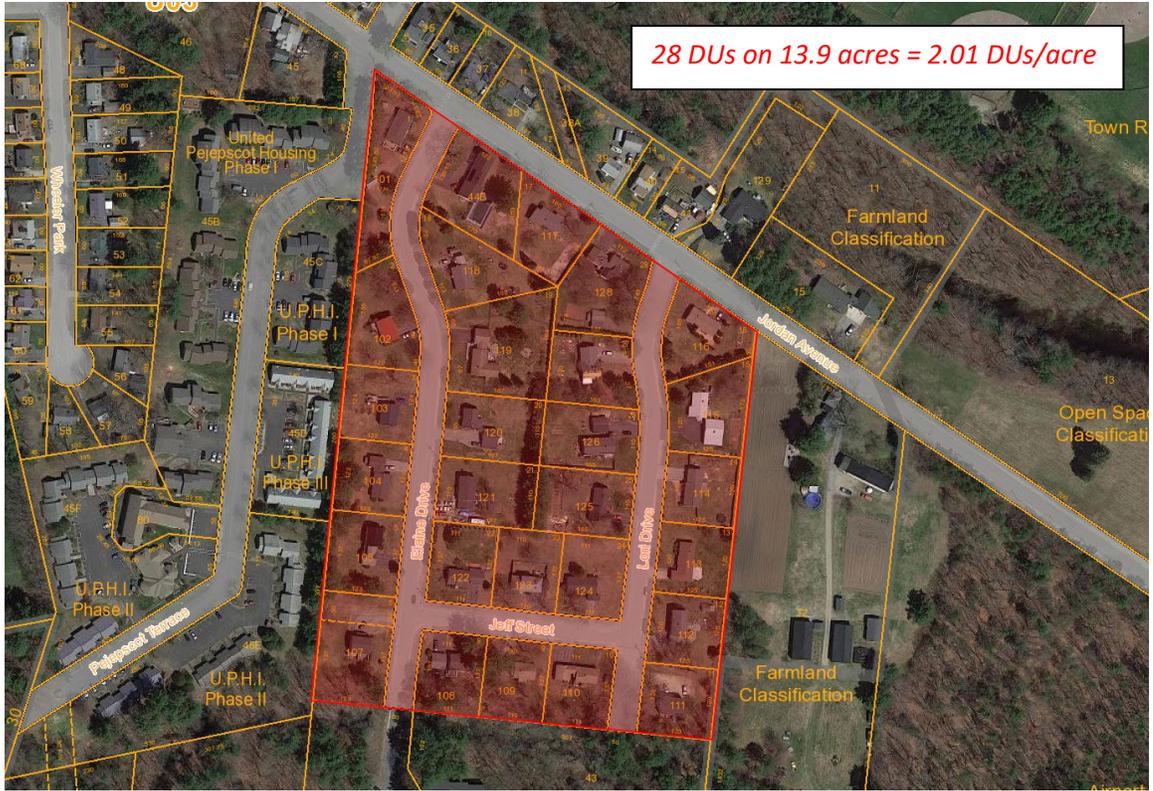
**PREVIOUSLY APPROVED PLAN**



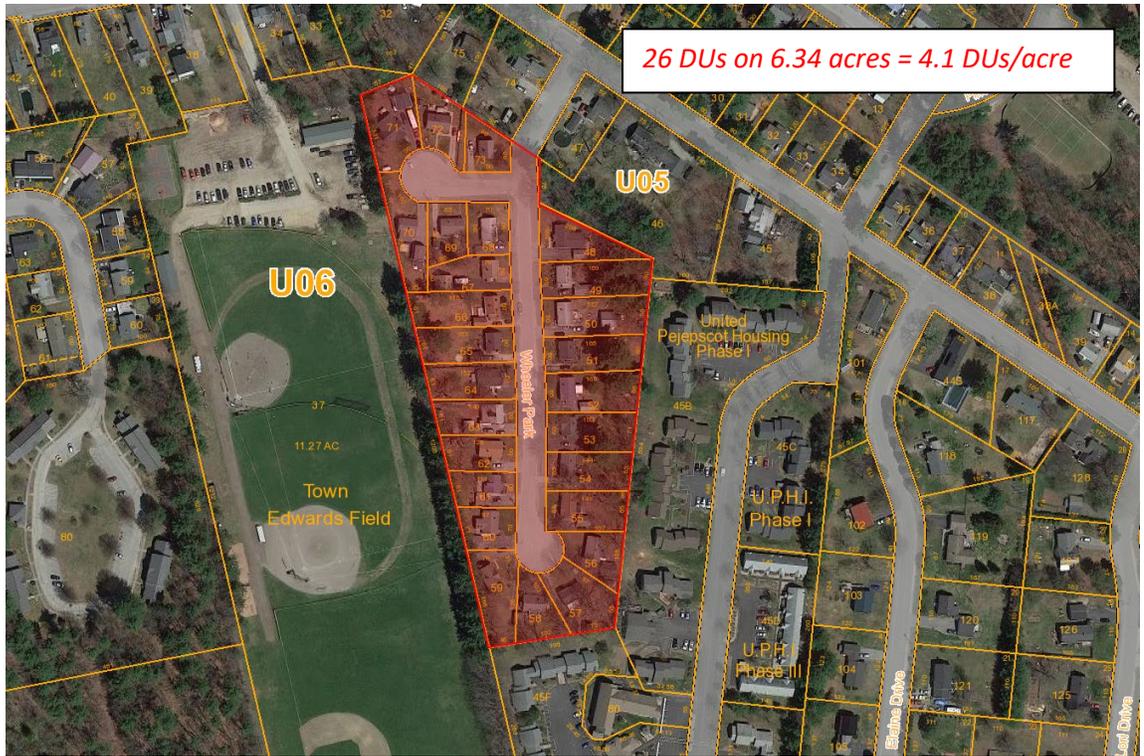
B. How the number of units per acre compares with abutters and immediate neighbors?

**1. JORDAN CROSSING:**

*a. Elaine Dr. / Jeff St. / Lori Dr. Neighborhood, Southwest of Jordan Crossing:*

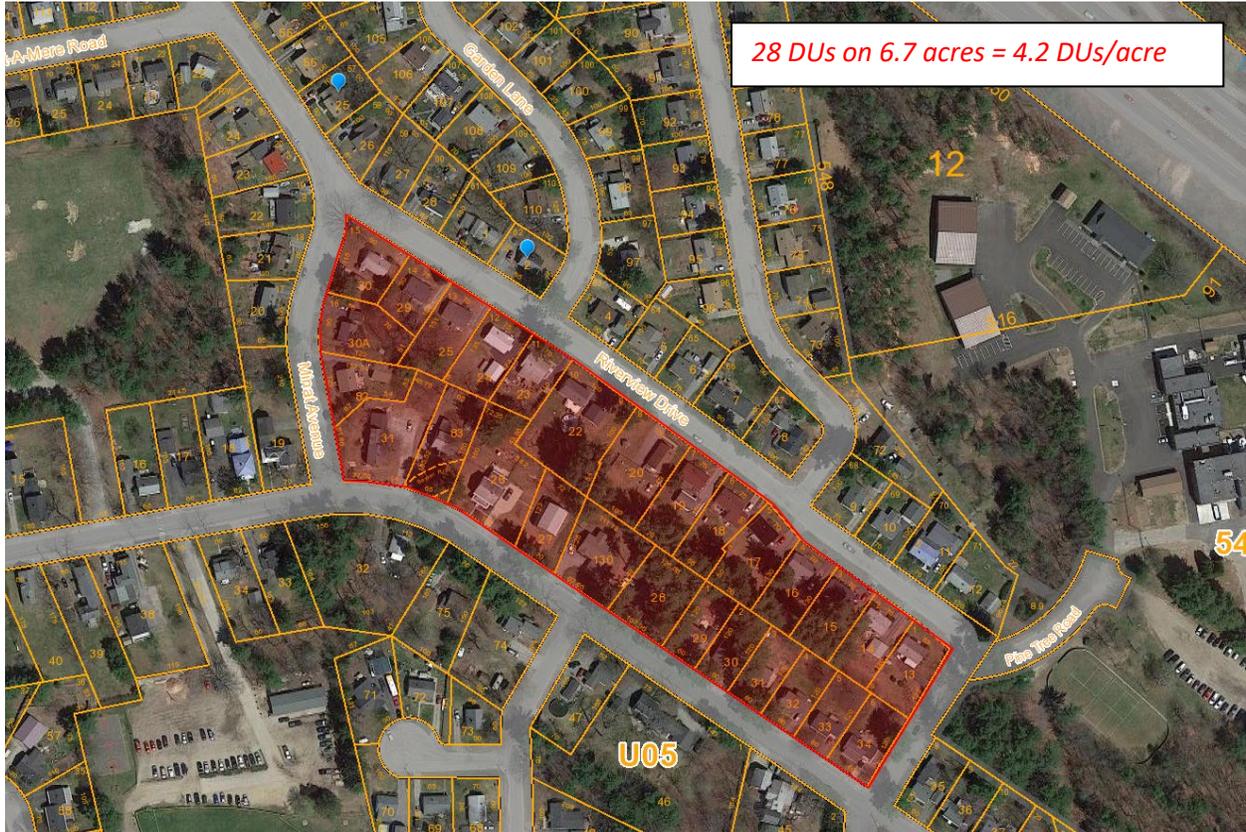


*b. Wheeler Park Neighborhood, Southwest of Jordan Crossing:*



*c.*

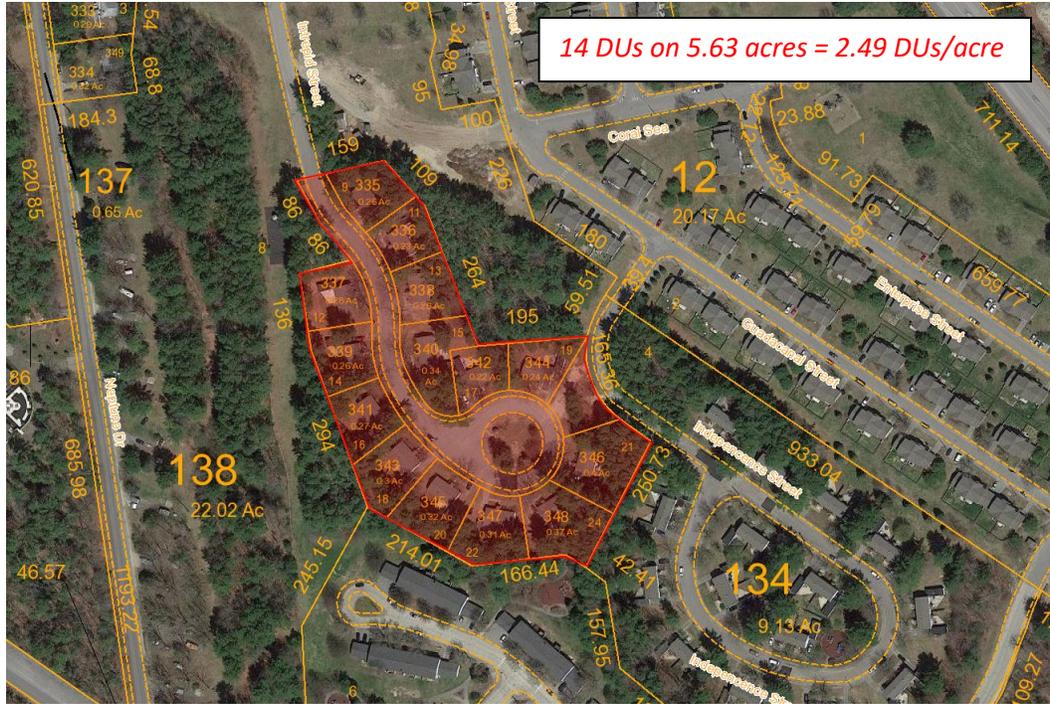
d. Jordan Ave. / Riverview Drive Block:



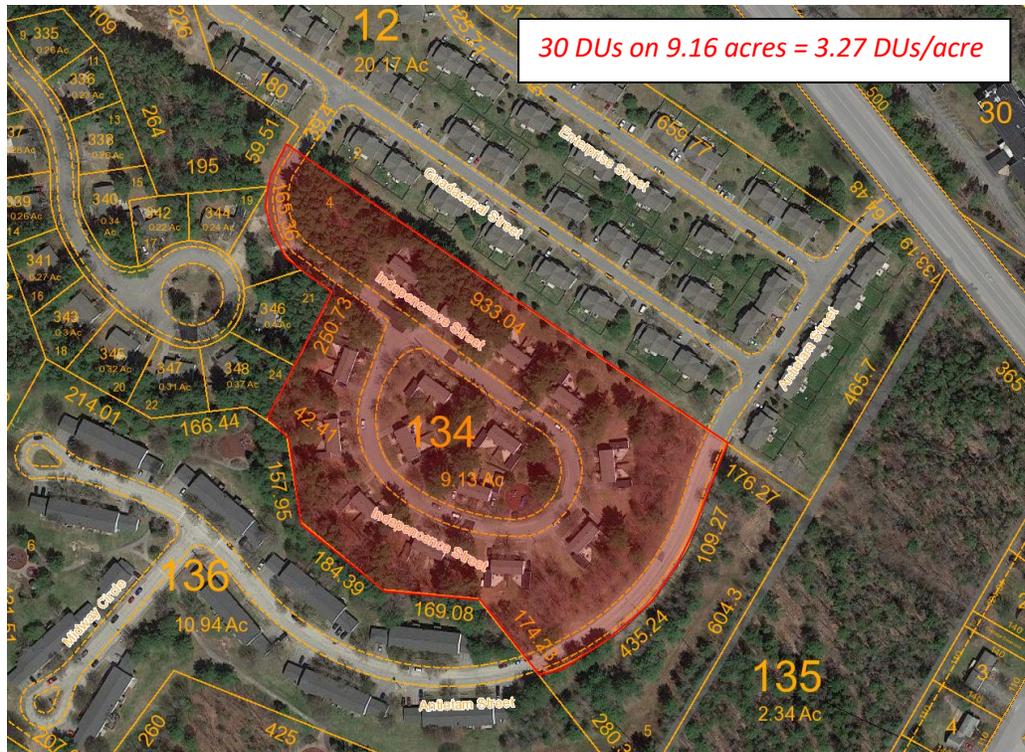
*Please note that the three study areas do not appear to have any site restrictions such as wetlands that would reduce their developable site area. Also, there are not any neighborhoods to the immediate south or east of Jordan Acres due to the Aircraft Approach Overlay Zone.*

**2. BRUNSWICK LANDING VILLAGE PHASE II:**

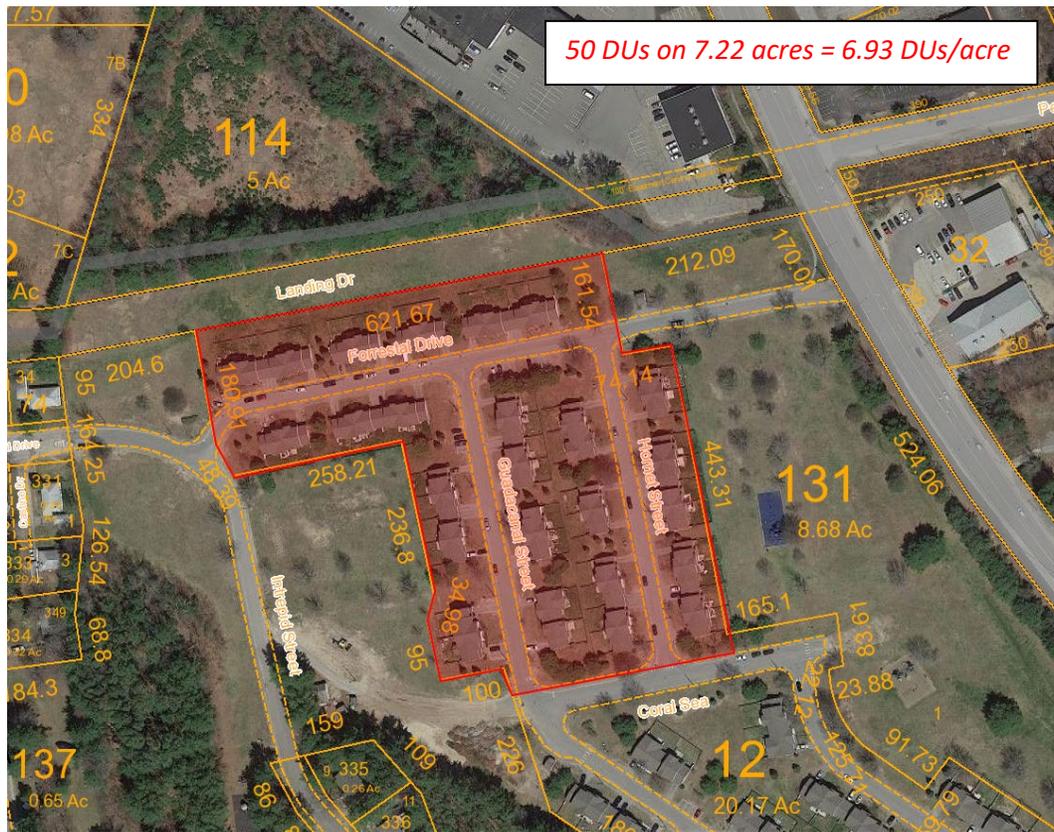
**a. Intrepid Street:**



**b. Independence Street:**



c. Forrestal Dr. / Guadalcanal St. / Hornet St. Neighborhood:



Sorry, I've tried going back through PB agendas and minutes, as well as the Staff Review Committee minutes, and it's a bit of needle-in-haystack trying to find that information.

Jordan Crossing: The implications on foot/bike traffic along Jordan Ave for families traveling to/from the Furbish school is alarming, as there is no sidewalk where the Jordan Crossing development is being proposed. From the minutes of a meeting in July, it looked like there was some discussion of natural screening to be added along the roadway to disguise the sideways houses that don't face Jordan Ave, has that been fully adopted into the plan?

*At SRC and Planning Board, the developer was encouraged to provide sidewalks, but they are not required by Code. As the project has only received Sketch approval and have not yet submitted for Final Plan approval, we do not know yet if they have incorporated them into their final design. The same goes for the screening.*

Brunswick Landing Village: I have real misgivings about the utility capability of the site to accommodate such a large number of new units. Is the Developer paying impact fees associated with his development to offset costs when sewer, water, or electrical infrastructure fails?

*Brunswick Landing Village Phase II has submitted to DEP for stormwater system approval (many projects are approved on the condition that they receive this approval as it takes much longer than the Town's development review process). Neither the Town nor DEP collects a stormwater impact fee.*

*MARRA has given their approval for connection to the private water system and a portion of the site connects to Brunswick-Topsham Water District which has also reviewed and approved the project. There is no impact fee associated with the water connections.*

*Brunswick Sewer District has approved the sewer extensions from existing utilities in Forrestal Dr., Neptune Dr., and Guadalcanal St. The applicant is required to pay \$2,045 per flow unit (\$73,620 total).*

*Maine Natural Gas also stated that they have capacity to serve the development.*

*Finally, the applicant must pay the \$1,670 per lot (\$60,120 total) recreation impact fee.*

In the original Base Reuse Master Plan, there was much discussion about the housing on Brunswick Landing (then still BNAS) to be used for affordable/workforce housing needs of the community, but it doesn't appear the developer has been held to that standard. Does the Town of Brunswick have any purview to hold MARRA or the private developers that now own the property to honor that original vision that was declared back in 2008?

*Although the Base Reuse Master Plan advocates for affordable/workforce housing, it does not contain regulations requiring such. Much like the Comprehensive Plan it is more aspirational than regulatory in nature. Instead, standards that would help achieve the objectives of the Base Reuse Master Plan would be implemented through the Town's Zoning Map and Ordinance. The Town does not have any requirements for affordable housing such as inclusionary zoning or commercial linkage. Instead, the Town offers a density bonus for affordable housing. To my knowledge, no developer has yet taken advantage of the density bonus and it is perhaps time to reevaluate it if it is not providing any results.*

Let me know your thoughts when you have a moment please, Thanks,

Chris

Chris Watkinson  
Town Councilor, District 5  
85 Union Street  
Brunswick, ME 04011-2418  
Cell: 207-844-4199

**From:** [Susan Vertrees](#)  
**To:** [Denise Lynch](#)  
**Cc:** [Christopher Watkinson](#); [Darren Wallach](#); [Mark Sturgeon](#); [Matt Panfil](#)  
**Subject:** Re: CORRECTED email: Current homes being built at Intrepid and Forrestal Streets  
**Date:** Wednesday, August 26, 2020 11:26:58 AM

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Thank you!

On Wed, Aug 26, 2020 at 11:18 AM Denise Lynch <[lynchdenise52@yahoo.com](mailto:lynchdenise52@yahoo.com)> wrote:

Sent from my iPhone

Begin forwarded message:

**From:** Denise Lynch <[lynchdenise52@yahoo.com](mailto:lynchdenise52@yahoo.com)>  
**Date:** August 26, 2020 at 11:11:12 AM EDT  
**To:** Christopher Watkinson <[cwatkinson@brunswickme.org](mailto:cwatkinson@brunswickme.org)>, Matt Panfil <[mpanfil@brunswickme.org](mailto:mpanfil@brunswickme.org)>, Darren Wallach <[darrenwallach@hotmail.com](mailto:darrenwallach@hotmail.com)>, Mark Sturgeon <[mgsturgeon@gmail.com](mailto:mgsturgeon@gmail.com)>, [cmorgan68@gmail.com](mailto:cmorgan68@gmail.com)  
**Subject: Current homes being built at Intrepid and Forrestal Streets**

Chris, Mark and Town Planning Board,  
Last night on August 25 During the workshop which the public was invited to you heard quite a few negative comments regarding the size of lots being proposed by the builder as well as the various home sizes that will be built on those small lots. The picture attached to this email represents the four homes on similar small lots currently in progress at the corner of Intrepid Street and Forrestal Streets.

As you can see these homes are large and built on very tiny lots with very little space in between the homes. This is exactly what we are concerned about as residents of Intrepid Street.

We all live on a quarter acre or more and as a Mark Sturgeon pointed out the frontage of our homes exceeds 90 feet. The homes proposed by the builder would take up pretty much the entire lot and would not be conducive to streamlining with the rest of the existing homes on intrepid built back in the late 50s early 60s.

At the first meeting where we heard Kurt from Sitelines also brought up 2 other things. There was a pending waiver to plant trees in between the homes. I believe that waiver was to allow him a "hall pass" not to plant trees in between the homes. Please vote NO. We need trees and other landscaping!

The other issue which was brought up was renumbering the current homes on

Intrepid and installing a mail kiosk where we would have to pick up our mail daily instead of having it delivered to our homes. This is a big issue with the residence and it would make us feel and appear like we're living in a condo setting. Please vote NO kiosk!

We bought on Intrepid Street for the quality of life that it allows. They are beautiful trees and public walkways and open spaces that we as residents enjoy and the rest of the public enjoys when they are playing on our playgrounds or walking on the streets.

We bought on Intrepid Street for the quality of life that it allows. They are beautiful trees and public walkways and open spaces that we as residents enjoy and the rest of the public enjoys when they are playing on our playgrounds or walking on the streets.

As you can also see the driveways in this picture are very short and shallow. The red truck in this picture pretty much takes up half the street. I bring this to your attention because it concerns me that if the 15+ house is being proposed to be added on Intrepid I'll need an extra space to park a car intrepid Street will become a parking lot. I fear for the safety of the kids riding their bikes, skateboarding, and the public walking their dogs are pushing baby carriages.

The current playground is a huge issue. Moving it behind 12 or 14 Intrepid Street is not an option as far as I'm concerned. There is a huge open space where the current piles of sand and dirt are. Why not put it there conveniently for all of the residents to enjoy.

Moving it further down behind 12 and 14 or 16 Intrepid around all those trees and not lit could be dangerous for young children using it. I am suggesting it be placed in a more public open area where the current sand piles are. That way more young children and young families could have access and it would be out in the open.

Please share my concerns and my photos with the town planning board. Thank you,  
Denise Lynch



| Sent from my iPhone

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08/12/20

## STAFF REVIEW COMMITTEE NOTES

**Staff present:** Jay Astle, Public Works Director; Matt Panfil, Director of Planning and Development; TC Schofield, Brunswick-Topsham Water District; Lennett Blanchard, General Manager, Brunswick Sewer District; Ryan Barnes, Town Engineer; Jeff Emerson, Deputy Fire Chief; Scott Stewart, Police Chief; Taylor Burns, Director of Assessing; Dennis Wilson, Town Arborist; Julie Erdman, Planning Technician/Interim Codes Enforcement Officer; Mike Pindell, Codes Enforcement Officer.

### **Applicants Present:**

Ben Sturtevant, Midcoast Regional Development Authority (BL Village); Curt Neufield, Sitelines (BL Village); Drew Preston, Brunswick Landing Condominiums (BL Village); Steve Levesque, MRRA; Matt Ward, WBRC (Fire Station).

**Public Present:** Nate Philbrick, Mark Sturgeon, Amy Torrey, Darren Wallach, Denise Lynch

- 1. Case #20-028 Brunswick Landing Village Phase II:** The Staff Review Committee will review and make a recommendation to the Planning Board on a **Sketch / Final Plan Major Development Review** subdivision amendment application submitted by Sitelines, PA on behalf of Brunswick Landing Condominiums, LLC to amend the Brunswick Landing Venture Subdivision (Case # 18-013) to create a total of 37 new single-family residential lots on Map 40, Lots 131 and located within the **Growth Residential 1 (GR1) Zoning District** and contains the **Shoreland Protection Overlay – Stream Protection (SPO-SP) Subdistrict**.

**Matt Panfil:** The SRC documents show 37 lots instead of 36, but there will be 37 lots.

**Curt Neufield:** This is Phase II of the housing development that began with 8 houses built on Admiral Harry Rich. This phase will include 36 lots with 14 houses on Neptune Drive, 13 houses on Intrepid Drive, and 3 on Guadalcanal, and 5 more on Forrestal Drive. The 37<sup>th</sup> lot was clipped by a shoreland overlay and will not be included in this plan; however, that issue will be resolved with the Town Council. We have had meetings with utilities providers and MRRA, and the project will be reviewed with the Department of Environmental Protection. The sheets provide more detail on the layout of the houses. I know some of the public who have joined us are from Intrepid. This is the largest and most conceptual plan; each house will be different and the driveways will be in different locations. I want the public and staff to understand that there will be a variety of houses, some will be single-story, some will be two-story.

Most of Intrepid will be rebuilt in this area with new water treatment systems that are currently missing, providing better drainage. There will be kiosks constructed for the mail for these houses. Most of the terrain is pretty flat so the houses will be built up two or three feet so the driveways will slope up and there will be a couple steps to the front door. It is anticipated that the houses on Neptune would have basements, and most of the rest would not.

I apologize for any confusion of the playground removal. The playground will need to be moved for construction, but we intend to rebuild the playground in a new location. We understand that off of Intrepid is the preferred location for the playground, but there are alternative areas that could be considered.

**Matt Panfil:** In regards to the waivers, there is the tree caliper waiver, there is also a requested waiver for the utility profiles. We will make recommendations for waivers on both. I know there are some references to one-story homes, they weren't included in any of the elevations. Those would be helpful to MRRA since they are

reviewing design. I am obligated to give the reminder that any ground disturbance, construction requires permits from the Navy. Will this be a new HOA or will this be amended into the existing HOA?

**Curt Neufield:** To the best of my understanding they will be under the umbrella of the Brunswick Landing Condominiums, but there will be HOAs for the different neighborhoods. The umbrella HOA is responsible for much of the maintenance: playground, stormwater treatment and roadway maintenance.

**Drew:** The master association is geared towards the common elements. The roads are private and will be maintained by this association in addition to mowing and the upkeep of 13 playgrounds.

**Matt Panfil:** Reminder: at Planning Board level, at Brunswick Landing and with Brunswick Venture, they have often been a bit confused over title and who's requesting what, which LLC. Make sure everything is matching and clear to avoid that issue at Planning Board. For the Comprehensive Plan, do you know approximately how many housing units were demolished around 2004-2005?

**Curt Neufield:** I knew that number a couple of years ago. It was about 150, I believe.

**Drew Preston:** I believe Crooker had that number because they had installed services there.

**Curt:** I will include that in a revised narrative for the Planning Board.

**Drew Preston:** When we built the town homes condominiums, the impervious surface was significantly less than what was previously there.

**Matt Panfil:** For the public's information, what are the major differences between the 2018 development and the current project proposal?

**Drew Preston:** The major difference is the number of single-family homes that we are proposing is significantly less than the number of units constructed in 2018.

**Julie Erdman:** I had a concern with lot size. I know there is no minimum lot size, but you still need to meet density standards. To meet density standards, you need an eighth of an acre in lot size, and there are 19 lots they come a bit shy of that lot size. An eighth of an acre is 5,445 square feet.

**Curt Neufield:** Ok, which lots in particular?

**Julie Erdman:** Well you had this break down on one of your plans here that shows a bunch of lots at 5,400 square feet for the net site area and one at 5,440. That was all I had.

**Curt Neufield:** Ok, so you are asking us to separate those lots back up.

**Ryan Barnes:** How many units will it be after the three phases of development?

**Curt Neufield:** 84.

**Ryan Barnes:** Ok with 84 units, you are getting close to needing a traffic movement permit. I am not exactly sure the numbers off the top of my head but it is something to keep in mind. You have no landscaping plan, but there was pretty resilient landscaping done for the Landing Drive behind these houses, and we would hope to see something similar to that buffering the remaining portions for this development. It would be nice to keep the same nature throughout the street.

**Curt Neufield:** There was an overall landscape plan that shows trees in the front of the houses.

**Ryan Barnes:** I am more concerned with the back of the houses and the view from the Landing Drive. How are you going to get the 18 inches of separation required for three ground water and roof drainage?

**Curt Neufield:** The roof drains will be starting above grade. And the infiltration systems in the rear do have overflow catch basins and there is a channel in the back. There is an exception in the DEP that allows that area to be reduced and no underdrain required under certain circumstances which this meets.

**Ryan Barnes:** But it would still be required to have an 18-inch separation from the ground water table. That would require raising the properties two feet. That would be a pretty steep driveway.

**Curt Neufield:** The foundations will sit up which will provide the necessary separation.

**Ryan Barnes:** I know the water table is very high out there, and the fact that none of these are being designed with foundation drains or sumps is concerning. For the ones that have basements at least.

**Dennis Wilson:** From your master landscape plan, it is just showing one street tree per house. It just shows Intrepid, but is that your plan for all the houses?

**Curt Neufield:** Yes.

**Dennis Wilson:** And it is showing tree vaults in the front, where are those going to be placed?

**Curt Neufield:** There's only four of them proposed with the drainage systems. Those will be separate from the street tree.

**Ryan Barnes:** We have recently have issues with the trees put in the infiltrerras, so having Dennis review that might be a good idea too.

**Dennis Wilson:** That was why I was asking, because some of the trees on your list would not work for the infiltrerras.

**TC Schofield:** The lots on Forrestal, near Gurnet will be connected to our system. There's no pipe at all in that part of Forrestal, but we do have a stub from Gurnet and a stub from Landing Drive. The rest of the lots will be connected to the MRRRA system.

**Curt Neufield:** There was a stub on the extension of Intrepid, when might that take over the system from MRRRA.

**TC Schofield:** I think that is newer pipe but we would need the documentation to see that we were not taking on a system not up to our standards to a developer's benefit.

**Len Blanchard:** For lots 8E and 8F on Neptune it looks like there is a sewer line that is going to go underneath the buildings, I assume that that will be relocated?

**Curt Neufield:** Yes it will.

**Len Blanchard:** You are going to put all the main lines into the ROW? I think you noted between 8F and 8G there would be a ROW for the sewer, we will need an easement for that. Will some of those houses be on just a slab? Would the one's with foundations have sump pumps? Sump pumps do not discharge to the sanitary

sewer, we will need that certified by the developer in the letter. We will want each house to have its own water meter. For the ones that MRRA will be servicing, we will need water meters on each individual building. While we do not own the waste water pump systems associated with the project, we have concerns with their operational capacity and flows. We are not sure how that will be dealt with during this project. We cannot dictate because they are owned by MRRA, but we want that concern on the record.

**Curt Neufield:** They will all have at least a frost wall. And there will presumably be sump pumps. That is how we have been doing it with the water meters. We have had a lot of conversations concerning the pump stations and this project. It is understood that the Landing and Woodland pump stations need some upgrades. We have reviewed the letter from Wright Pierce that identified those. We have discussed with Rob Pontau the possibility of using impact fees from the project to fund those upgrades. I know that that is in the works but has not been decided on. We have discussed tying building occupancy to those upgrades to ensure the improvements happen while continuing movement on the project.

**Drew Preston:** The pump stations are owned by MRRA, but those residents that own those homes will benefit from the upgrades that will be made. The sewer connection fees are significant. The upgrades will be done in the short term because an assessment may occur if those facilities were to fail.

**Len Blanchard:** You all need to understand that the question is before my board, and they may say no because it's a legal question whether or not the district can put money into facilities they do not own.

**Drew Preston:** BSD does not own them because they do not meet their standards. The upgrades would be done to BSD standards, then BSD could take them over.

**Len Blanchard:** That's right, but I don't want to leave the misimpression that the district will pay for all the upgrades. That is still a question in the Board's minds. Usually we would have the entrance fees and assess you for all upgrades, it's a plus plus, not one to pay for the other. On this project we are not considering that, so we will see where it goes.

**Drew Preston:** If those pump stations were to fail today there would be an assessment made to the homeowners using those systems. So any new upgrades benefit the current and future residents.

**Len Blanchard:** It is ultimately up to MRRA if they want to continue development without upgrades.

**Matt Panfil:** We will continue this discussion with Jared, Rob etc. to phrase that conditional approval.

**Jay Astle:** Can you describe what will happen at the dead-end of Forrestal? A turn-around? Will there be shared driveways between houses? I thought you said some would not. The roads are privately owned by the master association, could I get a phone number for that contact? I often get calls about plowing and potholes on those roads and don't know where to send it to.

**Curt Neufield:** We weren't planning on it but could add it. All houses will have driveways, some will not have garages.

**Drew Preston:** The roads are managed by Foreside Management; I will send you that contact after the meeting.

**Chief Stewart:** No comments.

**Jeff Emerson:** Thanks for clearing up the driveway? I am assuming these are all served by hydrants. What is the distance from the hydrants? 500 feet?

**Curt Neufield:** I don't think any are outside of 500 feet. There are many hydrants, but I will take a look at that.

**Taylor Burns:** If all of these go in, it will instigate some address restructuring. We are out of numbers for Intrepid, Forrestal, and Guadalcanal.

**Ben Sturtevant:** I will let the utilities department know about the sewer pump comments.

#### Public Comment

**Mark Sturgeon:** We would like to see the relocation of the playground included in the plans, would that be in the final plan?

**Drew Preston:** As part of the master plan for the housing association there will always be 13 playgrounds and basketball courts to serve all of the residents of the community. We may modify and upgrade equipment or relocated a playground, but we will never remove and not replace a playground.

**Mark Sturgeon:** What about that in regards to the toddler playground that was removed? Is that being replaced?

**Drew Preston:** Some of that had become a safety issue, we are working on a replacement.

**Mark Sturgeon:** The lack of representation from the residents on the association in regards to that decision is less than desirable. But we will get to the association later. The areas that aren't shown as developed, are they being designated as open space to prevent further development?

**Curt Neufield:** There is a Phase III with more houses to be developed, but those have not been designated. Currently all the land is considered association land. It will be somewhat market driven in terms of the timing. There is an interest in maintaining areas for recreation.

**Mark Sturgeon:** The residents do currently use the open spaces for recreation, and while I believe the area should be developed, we hope to see some land preserved as open space. The lot sizes meet the bare minimum for density in the area, but in the letter you mention being compatible with the existing neighborhoods. But the lot sizes you have now are far from that. Proposed lots have 60 ft of road frontage, currently single-family homes have an average of 90 feet of road frontage. The proposal will result in houses with 10 to 5 feet of space between them. At that you might as well go back to the condo plan. I don't think putting those lots on a 60-foot minimum width will match with the neighborhood.

**Curt Neufield:** The houses on the plan do fill up the parcel because we have to address a worst-case scenario. Not all of the houses will be that wide. This is the approach they want to take, and there is a demand for housing. Not everyone wants that kind of yardage. So I hear what your saying, but I don't think it will be much different from the duplexes out there.

**Mark Sturgeon:** The houses that are going in now are 80-feet wide and feel tight, so I think even with house-size variation, it would be very tight.

**Amy Torrey:** I live at 17 Intrepid and many of my concerns were already touched on by Mark. I would like to preface this by saying I'm 100% behind development on Brunswick Landing and in Cooks Corner; however, I have concerns with the type of development. The lot size also seems small and not in keeping with what the market around here wants. The town homes and condominiums on Brunswick Landing sat on the

market while the larger lot, single-family homes sold quickly. I think that is because it feels like a neighborhood with community. I would like to see homes being development that brings in people with a community-mindset, not people who are more short-term buyers. One of my biggest concerns was the water and sewer issues. I am concerned about the additional use on those systems. Already there are issues with water pressure. I also feel if there was existing knowledge of faults in the system it should have been disclosed in HOA documents when we all went under contract. Can you speak to that?

**Matt Panfil:** I would like to avoid HOA questions because those do not have to do with the Town and are between the HOA and the residents.

**Drew Preston:** This is a MRRA issue and not the HOA. The decision to improve those systems comes from MRRA and not the HOA.

**Amy Torrey:** OK. Another point: the decision to have mail kiosks makes it feel like more like condos than single family homes. There was no mention of additional lighting. We currently only have one working streetlight, for safety and aesthetics we would like to see additional lighting. I do have concerns about the additional traffic to the neighborhood and would like to see signage noting that Intrepid is a cul-du-sac and not a through street.

**Drew Preston:** We used to see a lot more traffic before the construction of Brunswick Landing Drive; the through street has reduced traffic loads considerably.

**Curt Neufield:** Your point is taken though Amy about the road signage.

**Amy Torrey:** I am excited about the development, but I do what to make sure the integrity and quality is there.

**Darren Wallach:** I have concerns about the common land around Intrepid Street where kids play, people cross-country ski, and walk dogs. The Navy used to use it for recreation, celebrations. Intrepid Woods has eight different tree species, and eight different wildflower species. I have small children and don't want to lose the land after already losing the toddler playground. I am not concerned about the development in other areas, but I don't want to lose the open land that I moved here for. I would like to see just a small piece, like an acre, set aside for recreation.

**Curt Neufield:** I hear your comment. However, it was zoned for 8 units per acre, and the development was desired in this location. But appreciate your feedback.

**Denise Lynch:** I live at 12 Intrepid. I don't Neptune being developed, I find it to be undeveloped as it is. I came as a military wife, and we did use the common land for squadron parties. I am disappointed with the loss of the common land. I am concerned with the congestion the proposed housing would bring to Intrepid. My big concern is the traffic on this street. The moving of the playground away from Intrepid concerns me, and the loss of our summertime recreation. Please keep the lot size conducive to what a young family would want. I am worried about the loss of the trees adjacent to 12 Intrepid.

**Curt Neufield:** I appreciate your feedback. However, the plans are pretty solidified by now.

**Denise Lynch:** You will have a lot of upset people with the development. I am upset. Will the house lots on Neptune be this tiny?

**Curt Neufield:** Again, this plan is consistent with what the MRRA Base reuse envisioned for density. There are a lot of business out here that need housing for their employees.

**Steve Levesque:** Curt was correct, when we did the reuse plan, the community wanted infill into the neighborhoods. I can reinforce that that was the intention of the plan. There was a traffic impact study done as part of that and that is available online with the reuse plan if people want to view that.

**Matt Panfil:** I did get an email that I will read into the record from Susan Vertrees: “the lots sizes are too small; the community areas will be destroyed under the current plan.” I would like to note at this point that the question of land being community-used and community owned. This land is community used, but not community owned. The Town can only review deeded property, and right now the applicant has the deed to the property. “3. What are the development plans for the wetlands behind our houses? The traffic calculations don’t take into account the additional apartments on Captain’s Way.” We review by project, and there was a traffic study done for that project. “The additional developments in Cooks Corner will add to congestion and wait times at lights. 5. The Landing itself is a historic, scenic, and natural site and the new development does not respect the historic significance of the Base as a place of defense of our country.” There are designated scenic areas as part of the Town’s open space plan, and the Base is not one of them. Natural areas are also designated by in part by the State’s Natural Areas Program, this is not designated. There are no historic regulations on any of these properties. “It would seem that the purchase and sale agreement between Brunswick Landing Condominiums and Gravier Homes is already a done deal. This is disturbing because we had no chance to comment on this.” If that was a done deal that is on the applicant. They need Planning Board Approval for the project, so please don’t think that is a done deal yet.

Does anyone have anyone have any objections on the waiver of documentation of trees over a ten-inch caliper? It is somewhat of a common waiver.

**Curt Neufield:** In this instance, the housing lots, due to their size have no room to preserve trees, therefore we are requesting the waiver. As you can see on this image, in the 90s all of this are was developed where the sand piles are.

**Darren Wallach:** I object to the waiver, there are concerns about the destruction of trees.

**Matt Panfil:** Any objects to the utilities waiver?

**Len Blanchard:** No objections.

**TC Schofield:** no objections.

- 2. Case #20-029 Midcoast Humane Conditional Use Permit – Kennel:** The Staff Review Committee will review and make a recommendation to the Planning Board on a **Change of Use Permit / Conditional Use Permit** application submitted by Sitelines, PA on behalf of Midcoast Humane to convert an approximately 24,000 square foot building from a call center to a kennel and office use located at 5 Industrial Parkway (Map 17, Lot 43) and within the **Growth Industrial (GI) Zoning District**.

**Matt Panfil:** Sitelines submitted a Minor Modification application when this should have been a Major Development Review. That said we will consider the conditional use. If staff thinks there is enough in the packet to make a Major Development Review recommendation then it may make Planning Board on August 25<sup>th</sup>.

**Curt Neufield:** The intent is to reutilize the building and take out a third of the parking area to create an outdoor area for the dogs. I know that the area is completely overparked for the previous call center. They will

**MAJOR DEVELOPMENT REVIEW  
FINAL SUBDIVISION AMENDMENT  
APPLICATION**

**BRUNSWICK LANDING VILLAGE  
PHASE II**

BRUNSWICK LANDING  
BRUNSWICK, MAINE

August 4, 2020

Prepared For

**BRUNSWICK LANDING CONDOMINIUMS, LLC**

74 Neptune Drive  
Brunswick, Maine 04011

Prepared By



Final Subdivision Amendment Application  
Brunswick Landing Village, Phase II  
Lots 1 & 8 – Brunswick Landing Housing Subdivision

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August 4, 2020

3230.06-7

Jared Woolston, Planner  
Town of Brunswick  
85 Union Street  
Brunswick, Maine 04011

**RE: Major Development Review  
Final Subdivision Amendment Application  
BRUNSWICK LANDING VILLAGE, PHASE II  
LOTS 1 & 8 – BRUNSWICK LANDING HOUSING SUBDIVISION  
BRUNSWICK, MAINE  
Tax Map 40, Lots 131 & 138**

Dear Jared:

On behalf of Brunswick Landing Condominiums, LLC, Sitelines PA is pleased to submit the enclosed Major Development Review Final Application, drawings, and supporting materials for a Subdivision Amendment to the Brunswick Landing Housing Subdivision for Lots 1 & 8 located in Brunswick Landing. The original subdivision was approved by the Planning Board on August 7, 2018. This application includes the development of 36 single-family residential lots on Neptune Drive, Forrestal Drive, Intrepid Street, and Guadalcanal Street in Brunswick. This letter is intended to summarize the project in order to facilitate the review process. The fee in the amount of \$6,300 is enclosed.

Since the project was recently before the Planning Board for Phase I, we request this be noticed and presented to the Planning Board for both Sketch and Final approval the August 25, 2020 meeting.

#### **PROPERTY**

Brunswick Landing Condominiums, LLC owns the parcels of land currently identified on Tax Map 40, Lots 131 & 138 on the Town of Brunswick Tax Assessors Map and are also known as Lots 1 and 8 of the Brunswick Landing Housing Subdivision, as amended. A copy of the deed is enclosed. Lot 8 encompasses 22.02 acres and Lot 1 encompasses 1.83 acres; both are mostly undeveloped. In the existing condition, the project site on Lot 8 includes a portion of Forrestal Drive and grassed areas. In the existing condition, the project site on Lot 1 is undeveloped and wooded. The properties are in the Growth Residential 1 (GR1) Zoning district, in which residential dwellings, 1- or 2-family and multifamily are Permitted Uses. The properties are subject to the Brunswick Landing Housing Common Development Plan (CDP), as amended.

#### **PROJECT HISTORY**

The areas of Lot 1 and Lot 8 were developed prior to 1960 as part of the family housing for U.S. Navy personnel station at the former naval air station. Aging housing on the site was demolished around 2004 and the current housing, Mariner Landing, constructed adjacent to the site before 2006.

**SITELINES • CIVIL ENGINEERS • LAND SURVEYORS**  
**119 Purinton Road, Suite A, Brunswick Landing, Brunswick, ME 04011**  
**207-725-1200 • [www.sitelinespa.com](http://www.sitelinespa.com)**

A proposal for the construction of 40 new dwelling units in twelve (12) buildings on and in the area of Lot 8 and Lot 9 received Town and State approvals in 2018. The proposal included multifamily housing construction along with the necessary parking lots, utility extensions, and stormwater management. A proposal for eight (8) single-family lots from Lot 8 and Lot 9, in the area of the much larger, previously approved design of 2018, was approved in April 2020. The current proposal for Phase II is 36 single-family lots, and partially within the area of the much larger, previously approved design in 2018.

### **PROJECT DESCRIPTION**

The proposed project consists of construction of 36 new single-family lots, along with associated utility extensions, stormwater management, and erosion control. The proposed lots have frontage on Neptune Drive, Forrestal Drive, Intrepid Street, or Guadalcanal Street.

Sanitary sewer and water service will be extended to the new lots from existing utilities. Private water owned by Midcoast Regional Redevelopment Authority (MRRRA) within Forrestal Drive, Intrepid Street, and Guadalcanal Street are adjacent to the new lots. Public sewer will be extended from existing utilities in Forrestal Drive, Neptune Drive and Guadalcanal Street and nearby to Intrepid Street. Electric will be extended from existing utilities within adjacent rights-of-way. Natural gas exists throughout the area with services installed to the rear of most existing buildings. Maine Natural Gas (MNG) has reviewed the previous proposal and stated they had capacity to serve it. Communications utilities are installed underground throughout the existing housing, which will be extended underground as appropriate.

The project will comply with the Common Development Plan Standards of the Brunswick Landing Housing CDP as amended, specifically with regard to impervious coverage and building height.

The applicant is proposing to construct Roof Dripline Filter BMPs at each of the new single-family houses, sized to detain up to the 25-year storm event without overtopping. The applicant is also proposing to replace existing catch basins with Filterra Tree Box Filter BMPs on Intrepid Drive and Forrestal Street for the benefit of stormwater quality, and an infiltration basin to the rear of the proposed lots on Neptune Drive.

The project requires a Maine Department of Environmental Protection (MDEP) Site Location of Development Permit Amendment and is currently being reviewed.

Graiver Homes, Inc. intends to purchase the 36 lots after the permitting process is complete. The homes and site improvements will be completed by Graiver Homes.

Based on the specifics of the project, the **Applicant requests waivers** for *the existing location, size, profile, and cross section of sanitary sewers and plan showing all then (10) inch caliper trees to be removed as a result of the development proposal.*

## **REVIEW STANDARDS**

To facilitate your review of our proposal, the following issues are summarized in accordance with *CHAPTER 4 – PROPERTY DEVELOPMENT STANDARDS* of the Ordinance:

### *4.1 APPLICABILITY OF PROPERTY DEVELOPMENT STANDARDS*

The proposed development is in compliance with the standards set forth in Chapter 4 – Property Development Standards

### *4.2 DIMENSIONAL AND DENSITY STANDARDS*

The proposed development is in the Growth Residential 1 (GR1) Zoning district and complies with the Dimensional and Density Standards for Growth Area Zoning Districts. The site is not subject to any Overlay Zones. The Rural Area Dimensional and Density Standards do not apply. The proposed parcels are subject to the Brunswick Landing Housing Common Development Plan standards, as amended.

The GR1 Zone has no front, side or rear setbacks, no maximum lot area, a minimum lot width of 40 feet, a 50-foot maximum building height, a 20,000 square-foot maximum building footprint per structure, and no building frontage requirements. The Brunswick Landing Housing Common Development Plan as amended imposes a 1-story or 15-foot minimum building height and a 54% maximum impervious standard.

The Net Site Area, as calculated in accordance with 4.2.5.A, is the full area of land minus the wetlands and street rights-of-way. The property has no steep slopes; water bodies; endangered or threatened species habitat; rare and endangered natural communities; waterfowl and wading bird habitat; shorebird nesting, feeding, and staging areas; significant vernal pool habitat; or seabird nesting islands as determined by resources in the Maine GIS Data Catalog and Maine DEP GIS website. The Net Site Area is shown on the approved subdivision plan, as amended. A copy of the amended subdivision plan is included with this submission.

The project is neither an Open Space Development nor an Affordable Housing Development; bonus development density does not apply. The proposed improvements are located outside of the Shoreland Protection Overlay (SPO) District.

### *4.3 NATURAL AND HISTORIC AREAS*

4.3.1 There are no known existing features where the lots are proposed that would be considered of natural, scenic, or historic character to the Town. The areas proposed for new housing have previously been developed and were occupied by housing or Navy personnel until 2004. Wetlands, as delineated by Atlantic Environmental, LLC, have been shown on the enclosed plan and the report enclosed.

4.3.2 The project will not result in undue water or air pollution and will comply with the BNAS Land Use Controls Implementation Plan, as amended.

4.3.3 The project is not located within a designated Scenic Area.



4.3.4 The project area does not include any areas of important plant and animal habitats or rare and irreplaceable natural areas.

4.3.5 There are no steep slopes or embankments greater than 25%, as defined by the ordinance, located on the property.

4.3.6 The disturbed areas of the site will be isolated through the use of silt sock and other measures to minimize the transport of sediment from the site. The project has been designed to incorporate Best Management Practices as outlined in the Maine Erosion and Sediment Control BMPs as published by the Maine Department of Environmental Control, current edition. Specific provisions for permanent and temporary erosion control features have been provided in the construction drawings. The contractor will be bound to meet the performance standards of the BMPs including erosion control, stabilization, maintenance, and inspection requirements.

4.3.7 The project will not extract groundwater for operations. All homes constructed on the new single-family lots will connect to the existing public sewer system. The buildings will utilize roof dripline filter BMPs to encourage stormwater infiltration and an infiltration basin and Filterra Tree Box Filters are proposed for stormwater quality. No undue adverse effect on the quality or quantity of groundwater will occur as a result of this project.

4.3.8 The site currently drains primarily via overland flow towards catch basins located in the roads. Some of the area drains overland to a drainageway adjacent to Gurnet Road and ultimately to Harpswell Cove. Some of the area drains to the drainageway easterly of Neptune Drive, which includes a small area of wetland, and ultimately to the Urban Impaired Mere Brook. The project has been designed to include stormwater treatment BMPs to remove pollutants from the roofs and portions of new and existing paved areas. There will not be an undue adverse impact on the water quality of the receiving waters.

There are no known freshwater or coastal wetlands, water bodies or shorelines located on the parcels. The development will not have any undue adverse impact on the small wetland area.

4.3.9 There are no historic or archeological resources associated with this project. The location of the proposed buildings has been previously disturbed by housing for the Navy. The proposed housing will have no undue adverse effect on any historic or archeological resource.

#### *4.4 FLOOD HAZARD AREAS*

The development is not in the Flood Protection Overlay (FPO) District. The project area is in Zone C (Areas of Minimal Flooding) of the Flood Insurance Rate Maps (FIRMs) for Cumberland County, Maine. The project area is located on Panel 15 of 35 (Community Panel 230042-0015-B, Effective June 3, 1986). An excerpt of the applicable FIRM is enclosed.



#### *4.5 BASIC AND MUNICIPAL SERVICES*

4.5.1 The site is serviced by the public sewer system. Services will be extended to the new lots from existing facilities. A letter from the Brunswick Sewer District (BSD) certifying both the willingness to accept and capacity to serve the proposed project is enclosed with this application. However, two pump stations will need to be upgraded or replaced.

The homes on each of the 36 new single-family lots will be subject to the BSD's entrance charge program, which includes applying for an entrance permit and paying an entrance charge which will be determined at the time the permit is applied for. The sewer impact fee will be based on the entrance charge which is calculated to be \$ 2,045 per flow unit, or \$73,620 for all 36 lots.

4.5.2 The site is serviced by the Brunswick & Topsham Water District public water system and the private water system owned by MRRA. New water services will be extended from the existing MRRA water mains in Forrestal Drive, Intrepid Street, and Guadalcanal Street and a new main in Neptune Drive. A letter from the Brunswick & Topsham Water District certifying its capacity to serve is enclosed with this application.

4.5.3 Solid waste shall be collected by curbside pickup, consistent with the existing housing. Each unit is estimated to generate 1-ton of solid waste per year, which is the typical rate for single-family homes.

4.5.4 By utilizing the existing roads as much as possible, the construction of new impervious area is minimized. The project will be reviewed by the Maine Department of Environmental Protection (DEP) for compliance with Chapter 500 Standards. The stormwater management plan includes collecting and treating roof runoff in roof dripline filter BMPs and directing runoff from the new driveways of all lots, except the three at the intersection of Coral Sea and Guadalcanal, to Filterra Tree Box treatment BMPs. An erosion and sediment control plan will limit disturbance of and transport of soil from the areas designated for construction. A copy of the application to DEP has been submitted to the Town of Brunswick under separate cover.

#### *4.6 LANDSCAPING REQUIREMENTS*

The existing housing areas have landscaping for each unit. A master landscape plan developed and approved as part of the common development plan will serve as the guide for plantings. The plan includes street trees and ornamental trees and shrubs at each unit, and evergreen trees to visually buffer units from each other at selected locations. Perennial planting beds will be at the option and discretion of the unit owners. A wooded buffer will be maintained between the new lots on Anchor Drive and the existing development of Woodland Village. Landscape maintenance will be managed by individual lot owners.

#### *4.7 RESIDENTIAL RECREATION REQUIREMENTS*

Brunswick Landing Condominiums, LLC will pay the recreation impact fees as required. It is requested to allow the fees to be paid per lot as developed, based on the number of bedrooms proposed for each of the new single-family lots. There are existing playgrounds and trails available to

residents of the existing and proposed housing, including close proximity to Brunswick recreational facilities.

Based on three-bedroom single-family homes, the recreation impact fee is estimated as \$1,670 per lot, or \$60,120 for all 36 lots.

#### *4.8 CIRCULATION AND ACCESS*

4.8.1 The average traffic generation for the 36 proposed single-family lots will be significantly less than 100 new peak hour trips threshold for a Maine DOP Traffic Movement Permit and does not trip any traffic permitting thresholds. The development will not cause unreasonable congestion or unsafe conditions on highways or public roads and the traffic associated with the development shall maintain the existing Level of Service on any public road within 200 feet of any existing or proposed curb cut.

4.8.2 Existing private roads service the housing area. The proposed lots will be accessed from the existing roads. There is adequate sight distance at the proposed lots.

4.8.3 Pedestrian access is ample with sidewalks throughout the housing area. Bicycle access is available from nearby public roads, and within the development is safe due to the low volumes of traffic.

4.8.4 The proposed development will comply with the Americans with Disabilities Act.

4.8.5 There is no shoreline associated with the proposed development.

#### *4.9 PARKING AND LOADING*

4.9.1 Two (2) garage spaces and two (2) driveway parking spaces have been provided for each unit, which exceeds the minimums required by the ordinance. Visitor parking is available in the driveways and on-street parking.

4.9.2 This standard is not applicable as there are no parking areas of 10 or more spaces.

4.9.3 Parking is provided at each unit. No common parking areas are proposed.

4.9.4 No parking alternatives are proposed.

4.9.5 Off-street loading is not applicable for this residential development.

#### *4.10 LIGHTING*

No new lighting is proposed at this time. The new houses developed on the single-family lots will have residential scale lighting. The lighting will be limited through the use of motion detectors and photo cells.

#### *4.11 ARCHITECTURAL COMPATIBILITY*

The 36 new single-family lots will be developed by Graiver Homes, LLC. The options for homes have been developed by the builder and include the Linwood, the Ari, the Jackman, and the Holly. Elevations and floor plans have been provided for reference. Like many of the surrounding established neighborhoods, the buildings will vary in size yet retain an appropriate small scale. Buildings will be one or two stories with pitched rooflines.

#### *4.12 NEIGHBORHOOD PROTECTION STANDARDS*

As the project is not located within a Growth Mixed Use zoning district, this section is not applicable. In any event, the project will be compatible with neighboring residential areas.

#### *4.13 SIGNS*

No new signage is proposed.

#### *4.14 PERFORMANCE STANDARDS*

4.14.1.B Any construction activities will occur between the hours of 7 am and 7 pm, or sunset, whichever occurs earlier.

4.14.1.C No activities will be conducted that exceed the Maximum Equivalent Sound Level (55 dBA day and 45 dBA night in GR1 zone).

4.14.1.D No activities will be conducted that generate smoke, dust or particulate emissions.

4.14.1.E No activities will be conducted that generate dust, fly ash, dirt, fumes, vapors or gasses that could cause injury to human, animal or vegetable health.

4.14.1.F No activities will be conducted that generate odors.

4.14.1.G No activities will be conducted that generate heat or recurring vibrations.

4.14.1.H No more than two unregistered or unlicensed motor vehicles will be stored outside.

4.14.1.I No motor vehicles or watercraft will be stored within the required setbacks.

4.14.1.J All existing and new outdoor residential lighting will comply of Section 4.10.

#### *4.15 SITE MAINTENANCE*

A master homeowners association is in place that will be responsible for maintaining common infrastructure including roads, sidewalks, and stormwater treatment BMPs. The lot maintenance will be managed by the individual lot owners.

*4.16 FINANCIAL AND TECHNICAL CAPACITY*

Brunswick Landing Condominiums, LLC, owns the parcels and a copy of the deed is enclosed with this application. Graiver Homes, Inc. intends to purchase the 36 lots once permitted and complete the improvements; a copy of the purchase and sale agreement is also enclosed. A letter from Gorham Savings Bank is enclosed affirming the financial capacity of Graiver Homes to complete the project. In addition, copies of the Certificates of Good Standing from the Secretary of State for Brunswick Landing Condominiums, LLC and Graiver Homes, Inc. have been enclosed with this application.

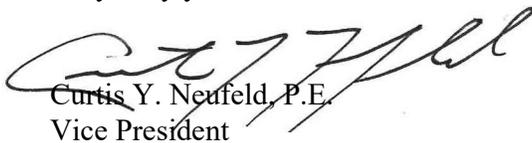
The design team, led by Sitalines, PA, has extensive experience (since 1989) planning, designing, and gaining approvals for commercial projects throughout the state, including multiple projects located in the Town of Brunswick.

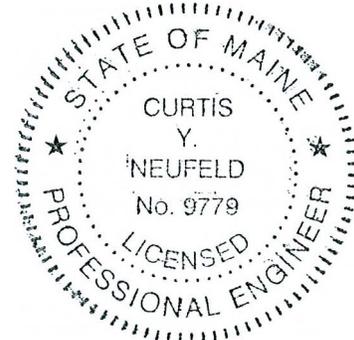
*4.17 ADMINISTRATIVE ADJUSTMENTS / ALTERNATIVE EQUIVALENT COMPLIANCE*

The project has been designed in accordance with the Town of Brunswick Zoning Ordinance to the greatest extent practicable. No Administrative Adjustments are requested, other than those waivers requested elsewhere in this letter.

We look forward to presenting the project to the Planning Board at their August 25, 2020 meeting for review and approval. Should you have any questions, please call or contact me at [cneufeld@sitalinespa.com](mailto:cneufeld@sitalinespa.com).

Very truly yours,

  
Curtis Y. Neufeld, P.E.  
Vice President



Enclosures

cc: Drew Preston, Brunswick Landing Condominiums, LLC  
Steve Levesque, MRRA  
Loni Graiver, Graiver Homes, Inc.



Final Subdivision Amendment Application  
Brunswick Landing Village, Phase II  
Lots 1 & 8 – Brunswick Landing Housing Subdivision

**Attachment A**  
**Application Form & Checklist**

A completed copy of the Major Development Review Final Application Form and the Checklist are enclosed.

A

Application Form & Checklist

**DEVELOPMENT REVIEW  
APPLICATION**

1. Development Review application type (refer to **Appendix D**):

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | <b>Minor Development Review</b>                         |
| <input type="checkbox"/> | Major Development Review: <b>Sketch Plan</b>            |
| <input type="checkbox"/> | Major Development Review: <b>Final Plan</b>             |
| <input type="checkbox"/> | Major Development Review: <b>Streamlined Final Plan</b> |

2. Project Name: \_\_\_\_\_

3. Project Applicant

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

4. Project Owner (if different than applicant)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

5. Authorized Representative

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

6. List of Design Consultants. Indicate the registration number, address and phone number, email for any additional project engineers, surveyors, architects, landscape architects or planners:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

7. Physical location of property: \_\_\_\_\_

8. Lot Size: \_\_\_\_\_

9. Zoning District: \_\_\_\_\_

10. Overlay Zoning District(s): \_\_\_\_\_

11. Indicate the interest of the applicant in the property and abutting property. For example, is the applicant the owner of the property and abutting property? If not, who owns the property subject to this application?

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12. Assessor's Tax Map \_\_\_\_\_ Lot Number \_\_\_\_\_ of subject property.

13. Brief description of proposed use/subdivision: \_\_\_\_\_

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14. Describe specific physical improvements to be done: \_\_\_\_\_

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Owner Signature:

---

Applicant Signature (if different):

 \_\_\_\_\_  
(AGENT)

#### **DEVELOPMENT REVIEW APPLICATION REQUIREMENTS**

The submission requirements contained in **Appendix D** of the Brunswick Zoning Ordinance (attached in checklist format for each application category) shall apply to all Minor Development, Major Development, and Streamlined Major Development Review unless a waiver is granted. Proposed development applications shall be submitted to the Director of Planning and Development.

For each item listed in Appendix D the applicant shall either submit the requested information or request a waiver from the information requirement pursuant to Subsection 5.2.9.M of the Zoning Ordinance.

**REQUIREMENTS FOR FINAL PLAN, STREAMLINED REVIEW & MINOR REVIEW APPLICATION SUBMITTAL**

Please mark box with one of the following:  
**“W”** (Waiver); **“P”** (Pending); **“X”** (Submitted) or **“N/A”** (Not applicable)

		Final Plan	Streamlined	Minor
<b>General</b>	Application form and fee			
	Name of development			
	Existing zoning district and overlay designations			
	Location map			
	Names of current owner(s) of subject parcel and abutting parcels			
	Names of engineer and surveyor; and professional registration numbers of those who prepared the plan			
	Location of features, natural and artificial, such as water bodies, wetlands, streams, important habitats, vegetation, railroads, ditches and buildings			
	Documentation of Right, Title and Interest			
	Drafts of legal documents appropriate to the application, including: deeds, easements, conservation easements, deed restrictions or covenants, home/property owners association declarations and by-laws, and such other agreements or documents as are necessary to show the manner in which common areas will be owned, maintained, and protected			
	Draft performance guarantee or conditional agreement			
<b>Survey, Topography, &amp; Existing Conditions</b>	Scale, date, north point, and area			
	A survey submitted (stamped for final plan submittal) by a professional surveyor with a current license by the State of Maine Board of Licensure for Professional Surveyors			
	Boundaries of all lots and tracts with accurate distances and bearings, locations of all permanent monuments property identified as existing or proposed			
	Existing easements associated with the development			
	Location of existing utilities; water, sewer, electrical lines, and profiles of underground facilities			
<b>Survey, Topography, &amp; Existing Conditions</b>	Existing location, size, profile and cross section of sanitary sewers; description, plan and location of other means of sewage disposal with evidence of soil suitability			
	Topography with contour intervals of not more than two (2) feet			
	A Medium Intensity Soil Survey, available from the Cumberland County Soil and water Conservation District,. The Planning Board may require a Class A (high intensity) Soil Survey, prepared in accordance with the standards of the Maine Association of Professional Soil Scientists, if issues of water quality, wetlands or other natural constraints are noted.			
	Existing locations of sidewalks			
	A delineation of wetlands, floodplains, important habitats, and other environmentally sensitive areas			
	Approximate locations of dedicated public open space, areas protected by conservation easements and recreation areas			

**REQUIREMENTS FOR FINAL PLAN, STREAMLINED REVIEW & MINOR REVIEW APPLICATION SUBMITTAL**

Please mark box with one of the following:  
**“W” (Waiver); “P” (Pending); “X” (Submitted) or “N/A” (Not applicable)**

Final Plan

Streamlined

Minor

		Final Plan	Streamlined	Minor
<b>Infrastructure - Proposed</b>	Name, location, width of paving and rights-of-way, profile, cross-section dimensions, curve radii of existing and proposed streets; profiles of center-lines of proposed streets, at a horizontal scale of one (1) inch = 50 feet and vertical scale of one (1) = five (5) feet, with all evaluations referred to in U.S.G.S. datum			
	Proposed easements associated with the development			
	Kind, location, profile and cross-section of all proposed drainage facilities, both within and connections to the proposed development, and a storm-water management plan in accordance with Section			
	Location of proposed utilities; water, sewer, electrical lines, and profiles of underground facilities. Tentative locations of private wells.			
	Proposed location, size, profile and cross section of sanitary sewers; description, plan and location of other means of sewage disposal with evidence of soil suitability			
	Proposed locations, widths and profiles of sidewalks			
	Locations and dimensions of proposed vehicular and bicycle parking areas, including proposed shared parking arrangement if applicable.			
<b>Infrastructure - Proposed</b>	Grading, erosion control, and landscaping plan; proposed finished grades, slopes, swells, and ground cover or other means of stabilization			
	Storm water management plan for the proposed project prepared by a professional engineer			
	The size and proposed location of water supply and sewage disposal systems			
	Where a septic system is to be used, evidence of soil suitability			
	A statement from the General Manager of the Brunswick Sewer District as to conditions under which the Sewer District will provide public sewer and approval of the proposed sanitary sewer infrastructure			
	A statement from the Fire Chief recommending the number, size and location of hydrants, available pressure levels, road layout and street and project name, and any other fire protection measures to be taken			
	A statement from the General Manager of the Brunswick and Topsham Water District as to conditions under which public water will be provided and approval of the proposed water distribution infrastructure			
<b>Proposed Development Plan</b>	Lighting plan showing details of all proposed lighting and the location of that lighting in relation to the site			
	Reference to special conditions stipulated by the Review Authority			
	Proposed ownership and approximate location and dimensions of open spaces for conservation and recreation. Dedicated public open specs, areas protected by conservation easements, and existing and proposed open spaces or recreation areas and potential connectivity to adjoining open space.			
	When applicable, a table indicating the maximum number of lots permitted based upon the applicable dimensional requirements, the number of lots proposed, and the number of lots permitted to be further subdivided.			
	Building envelopes showing acceptable locations for principal and accessory structures, setbacks and impervious coverage			

**REQUIREMENTS FOR FINAL PLAN, STREAMLINED REVIEW & MINOR REVIEW APPLICATION SUBMITTAL**

Please mark box with one of the following:  
**“W”** (Waiver); **“P”** (Pending); **“X”** (Submitted) or **“N/A”** (Not applicable)

		Final Plan	Streamlined	Minor
<b>Proposed Development Plan</b>	Disclosure of any required permits or, if a permit has already been granted, a copy of that permit			
	A statement from the General Manager of the Brunswick and Topsham Water District regarding the proposed development if located within an Aquifer Protection Zone			
	A plan of all new construction, expansion and/or redevelopment of existing facilities, including type, size, footprint, floor layout, setback, elevation of first floor slab, storage and loading areas			
	An elevation view of all sides of each building proposed indicating height, color, bulk, surface treatment, signage and other features as may be required by specific design standards			
	A circulation plan describing all pedestrian and vehicle traffic flow on surrounding road systems			
	A site landscaping plan indicating grade change, vegetation to be preserved, new plantings used to stabilize areas of cut and fill, screening, the size, locations and purpose and type of vegetation			
	Number of lots if a subdivision			
	A plan showing all ten (10) inch caliper trees to be removed as a result of the development proposal			
	All applicable materials necessary for the Review Authority to review the proposal in accordance with the criteria of Chapter 5.			
	Any additional studies required by the Review Authority			



August 1, 2020

3230.06

Mr. Andrew Preston  
Brunswick Landing Venture, LLC  
74 Neptune Drive  
Brunswick, Maine 04011  
<via email>

**Re: Letter of Agent Authorization  
Brunswick Landing Village, Phase 2  
Tax Map 40 Lot 131 & 138**

Dear Drew:

As required by various approval agencies, please indicate by signing below that Sitelines, PA is authorized to act as agent for Brunswick Landing Venture, LLC for the specific purpose of preparation and submission of local and state permitting applications on your behalf for the subdivision of Tax Map 40, Lots 131 and 138 in Brunswick, Maine.

Sincerely,

Curtis Y. Neufeld, P.E.  
Vice President

The undersigned hereby gives Sitelines, PA the authority to act as agent for Brunswick Landing Venture, LLC for the specific purpose of preparation and submission of local and state permitting applications for the project specifically identified above.

Andrew Preston

Date

8/4/2020

Final Subdivision Amendment Application  
Brunswick Landing Village, Phase II  
Lots 1 & 8 – Brunswick Landing Housing Subdivision

**Attachment B**  
**Right, Title, & Interest**

A copy of the current deed is included with this attachment.

**B**

Right, Title, & Interest

**QUITCLAIM DEED WITH COVENANT**

**BRUNSWICK LANDING VENTURE, LLC**, a Delaware Limited Liability Company with a mailing address at 74 Neptune Drive, Brunswick, Maine 04011, grants to **BRUNSWICK LANDING CONDOMINIUMS, LLC**, a Maine Limited Liability Company with a mailing address at 74 Neptune Drive, Brunswick, Maine 04011, with **Quitclaim Covenant**, the premises, together with any buildings thereon, situated in Brunswick, County of Cumberland, and State of Maine, being identified as follows: (1) Lots 1 (Developable Lot 1 (DL-1)) and 8 (Developable Lot 3 (DL-3)) as set forth on a plan entitled "Subdivision Amendment Brunswick Landing Housing" prepared by Sitelines, PA, and recorded in the said Registry in Plan Book 218, Page 294; and (2) Lot 9 (Developable Lot 4 (DL-4)) as set forth on a plan entitled "Subdivision Amcndment 3 Woodland Village- Lots 9 & 10," prepared by Sitelines, PA, dated September 27, 2018, and recorded in the Cumberland County Registry of Deeds at Plan Book 218, Page 434-436.

Being a portion of the property conveyed to Brunswick Landing Venture, LLC by deed of Affordable Mid Coast Housing, LLC dated June 30, 2017 and recorded in the Cumberland County Registry of Deeds in Book 34127, Page 216.

The Property is conveyed together with and subject to the following:

(1) The terms of a Declaration of Covenants, Conditions and Restrictions dated October 31, 2018, and to be recorded herewith in the Cumberland County Registry of Deeds, and together with and subject to all matters referenced therein.

(2) Easements for the maintenance (including the right to replace and repair) of the

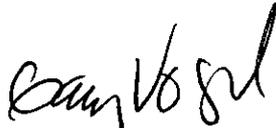
MAINE REAL ESTATE TAX PAID

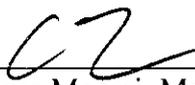
fences depicted on the Plan, to the extent that the fences extend beyond the boundary lines, and to use and enjoy the area contained within those fences for ordinary recreational purposes.

In Witness Whereof, Brunswick Landing Venture, LLC has caused this instrument to be executed by Cross Mocerri, in his capacity as Manager of Presidium Brunswick Manager, LLC, which is Manager of Shipyard Ventures, LLC, the sole Member of Brunswick Landing Venture, LLC, hereunto duly authorized, as of the 1<sup>st</sup> day of ~~October~~ Nov., 2018.

Witness:

Brunswick Landing Venture, LLC  
By: Shipyard Ventures, LLC, Member  
By: Presidium Brunswick Manager, LLC,  
Manager

  
\_\_\_\_\_

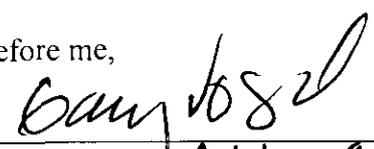
By:   
\_\_\_\_\_ Cross Mocerri, Manager

STATE OF MAINE  
COUNTY OF CUMBERLAND

October ~~30~~, 2018

Then personally appeared the above-named Cross Mocerri, Manager of Presidium Brunswick Manager, LLC, which is Manager of Shipyard Ventures, LLC, the sole Member of Brunswick Landing Venture, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said entity.

Before me,

  
Notary Public Attorney at Law  
Print Name: Gary D. Vogel  
My Commission Expires: N/A

Received  
Recorded Register of Deeds  
Nov 01, 2018 12:07:14P  
Cumberland County  
Nancy A. Lane

**AGREEMENT FOR THE PURCHASE AND SALE OF REAL ESTATE**

AGREEMENT (“Agreement”) made and entered into this 27th day of April, 2020 (the “Effective Date”), by and between **BRUNSWICK LANDING CONDOMINIUMS, LLC**, a Maine limited liability company (“Seller”), and **GRAIVER HOMES, INC.**, a Maine corporation (“Buyer,” and together with the Seller, the “Parties”).

WITNESSETH

1. PURCHASE AND SALE. Seller agrees to sell and Buyer agrees to buy, on the terms and conditions hereinafter set forth, the following:

(a) Real Property. Certain real estate consisting of up to 35 municipally approved lots identified as being part of “Phase Two” (each a “Lot,” and collectively referred to as the “Lots” or the “Real Property”), on the plan entitled “Concept Plan- Total” prepared by Sitalines, P.A., that is attached hereto as Exhibit A and incorporated herein by reference (the “Concept Plan”), as the same may be modified as required by the Town of Brunswick in order to obtain the Approvals, as the same are hereinafter defined. The Real Property consists of a portion of the property conveyed to Seller by deed of Brunswick Landing Venture, LLC, dated November 1, 2018 and recorded in the Cumberland County Registry of Deeds in Book 35259, Page 187, and is further identified as being a portion of Lots 1 and 8, all as shown on the Subdivision Plan – Brunswick Landing Housing prepared for Brunswick Landing Venture by Sitalines, PA, dated October 11, 2017 and approved by the Town of Brunswick Planning Board on October 18, 2017 and recorded in the Cumberland County Registry of Deeds in Plan Book 218, Page 10 (the “Subdivision Plan”).

(b) Development Materials. All development and investigation reports, information and data owned, held by or under the reasonable control of Seller with respect to the development of the Property, including without limitation all land use, environmental and geotechnical investigations, survey work, title insurance policies, plans, drawings specifications, agreements and drawings relating to the Property, together with the rights to use of the same (the “Development Materials”), all without representation or warranty.

(c) Governmental Approvals. All permits and approvals issued by the Town of Brunswick, Maine to Seller or to its affiliate, Brunswick Landing Venture, LLC, for the amendment of the Subdivision Plan to allow for the conveyance of the Real Property as separate lots in accordance with the Concept Plan, including any required state of Maine Department of Environmental Protection approvals required in connection with the amendment of the Subdivision Plan (collectively, the “Approvals”) (the Real Property, the Development Materials and the Approvals are hereinafter collectively referred to as the “Property”).

2. PURCHASE PRICE. The purchase price for each Lot shall be [REDACTED] Dollars [REDACTED] (each a “Lot Purchase Price”), subject to adjustment as provided herein, payable as follows:

(a) Deposit. The sum of [REDACTED] shall be paid as a deposit within three (3) business days of the execution hereof (the "Deposit"), and shall be credited to the Lot Purchase Price at the first Closing, as the same is hereinafter defined, and otherwise applied in accordance with the terms of this Agreement. One-half of the Deposit in the amount of [REDACTED] be paid at the time of execution of this Agreement to Sitelines, P.A., to be used by Sitelines to fund the Seller's obligation of the cost of obtaining the Approvals and the balance of the Deposit, shall be paid to Drummond Woodsum to be held to fund additional Seller expenses of development and of obtaining the Approvals. Notwithstanding that the Deposit may be utilized by Seller to pay expenses associated with the Development and the cost of obtaining the Approvals for Phase II, the Deposit remains subject to the terms of this Agreement, including the provisions requiring return of the Deposit to Buyer under certain circumstances as set forth herein. In the event that Seller becomes obligated to return the Deposit to Buyer under the terms of this Agreement, the Seller shall have a period of up to fifteen (15) days to return the Deposit to Buyer, following a demand by Buyer and Buyer's entitlement to a return of the Deposit as set forth herein; and

(b) Site Work Credit. Buyer agrees to fund when due to Seller's contractors, the cost of the performance of site and other infrastructure work (the "Infrastructure Work") that is the obligation of Seller as set forth herein., For amounts that Buyer funds for such Infrastructure Work, Buyer shall receive a credit at each subsequent Closing on the purchase of the Lots, such credit being equal to the amount of the lesser of (i) the sum of \$ [REDACTED] times the number of Lots purchased; or (ii) the unreimbursed balance of amounts that Buyer has funded for the cost of the Infrastructure Work. The credit, to the extent that such costs have been previously funded by Buyer, and not previously reimbursed, shall be applied to the amounts due Seller at each Closing on the purchase of the Lots. At each Closing where the credit is applied, Buyer shall fund the balance of the Lot Purchase Price, over the amount of the credit, plus closing costs payable by Buyer. Buyer's obligation to fund the cost of the Infrastructure Work is subject to the following conditions:

- i. Buyer has approved the contracts to be entered into by Seller for the Infrastructure Work that is Seller's obligation hereunder, with Buyer to pay the site work and other contractors performing such work upon the terms and conditions set forth in such contracts. Such contracts shall contain a requirement that the Infrastructure Work be sufficiently complete so that Buyer can obtain certificates of occupancy for the first five (5) homes to be constructed on the Lots, provided that Buyer's work on the new homes is sufficiently complete, within 120 days from the date that the Infrastructure Work contractor commences the Infrastructure Work. This requirement will be deemed satisfied so long as the Infrastructure Work is sufficiently complete to enable the issuance of certificates of occupancy within such time period. Seller is not providing assurances that the Town of Brunswick will be able to issue certificates of occupancy within 120 days of the issuance of a building permit, only that the stage of completion of the Infrastructure Work will not be a reason for a delay in the issuance of certificates of occupancy for homes that Buyer has sufficiently completed. If the Infrastructure Work is to be performed in phases as groups of Lots are to be sold and developed, as

agreed to by Buyer and Seller, Buyer and Seller agree that Seller may enter into separate Infrastructure Work contracts for each phase, and with a credit to Buyer for subsequent purchases of Lots in later groupings, against amounts Buyer has funded that have not yet been reimbursed.

- ii. A condition of Buyer's agreement fund the payments due under the Infrastructure Work contracts is that Buyer shall be entitled to obtain building permits for each of the Lots in first grouping of Lots acquired by Buyer as of the Closing on the Buyer's purchase of such Lots, and that the site and infrastructure work is to be completed in time to enable Buyer to obtain certificates of occupancy for such Lots within 120 days from the date a building permit is obtained for such Lots.
- iii. If Buyer has agreed to fund the payments due under the Infrastructure Work contracts, Buyer shall pay Infrastructure Work contractors timely in accordance with the Infrastructure Work contract requirements, and agrees to indemnify and hold Seller harmless from and against any claims or mechanic's lien claims resulting from failure of Buyer to pay such contractors or suppliers to the extent that Buyer has agreed to fund.

(c) Cash at Closing. Buyer may elect to purchase the Lots in a grouping of not less than five (5) Lots for the initial Closing, and of not less than one (1) Lot per month thereafter, which may be aggregated into 3 per calendar quarter, with the number and identification of the Lots to be purchased at each Closing to be mutually agreed upon between Buyer and Seller. At the first Closing, the balance of the Lot Purchase Price for the number of Lots being acquired by Buyer at such Closing, after application of the Deposit and the credit for site and infrastructure work to be funded by Buyer as set forth in subsection (b) above, shall be paid to Seller at Closing in immediately available funds by law firm or title company client trust account check or by wire transfer in accordance with wiring instructions provided by Seller, subject to adjustments and prorations as provided herein. Thereafter, at each subsequent Closing, Buyer shall pay Seller in immediately available funds by law firm or title company client trust account check or by wire transfer in accordance with wiring instructions provided by Seller, subject to adjustments and prorations as provided herein.

### 3. PRE-CLOSING OBLIGATIONS OF SELLER.

(a) Seller shall be responsible for obtaining the Approvals and shall obtain the Approvals prior to the Closing. Buyer shall have the right to approve the subdivision plan before it is submitted to the Town of Brunswick for approval and Seller agrees to make the subdivision plan available for Buyer's review and approval prior to such submittal. Buyer's approval shall not be unreasonably withheld or delayed. Seller shall be responsible for procuring all engineering and surveying necessary to obtain the Approvals and for payment of all costs for such engineering, surveying and Approvals together with any legal expense associated with obtaining the Approvals. Buyer acknowledges and agrees that the Deposit shall be immediately available to Seller for payment of costs incurred in connection with Seller's fulfillment of its obligations under this subsection (a).

(b) Seller shall deliver the Lots at Closing with water, sewer, electricity and, if requested by Buyer, natural gas, stubbed to each of the Lots.

(c) Seller shall be responsible for the cost of construction of any infrastructure or public improvements required as a condition of the Approvals, including all storm water structures, provided, however, that in the event that the estimated cost to be incurred by Seller for the Approvals, for the Infrastructure Work and for the other Seller obligations set forth herein exceed seventy percent (70%) of the aggregate gross sales price of all of the lots that may be acquired hereunder, then Seller shall not be obligated to sell the Lots to Buyer for the purchase price set forth herein, and Seller and Buyer may mutually agree upon an increase to the Purchase Price, or an increase to the Purchase Price of certain of the Lots, to cover the cost of such Seller obligations. In the event that Buyer and Seller cannot agree upon such additional cost to be paid by Buyer, Buyer or Seller may terminate this Agreement, and the Deposit shall be returned to Buyer.

(d) In the event that Buyer elects to construct any of the required Seller improvements as set forth in this Section 3, as Buyer and Seller may mutually agree, Buyer shall be entitled to a credit at closing, for the cost of such improvements to be constructed by Buyer allocated to the lots to be purchased by Buyer at each Closing.

(e) Should Seller be unable to fulfill its obligations under this Section 3, Buyer shall be entitled to a return of the Deposit. Upon such return, this Agreement shall terminate and neither party shall have any further rights or obligations hereunder.

4. CLOSINGS. As set forth above, Buyer may elect to purchase the Lots in groupings of not less than one (1) Lot, with the number and identification of the Lots to be purchased at each Closing to be mutually agreed upon between Buyer and Seller. The closings on the sales of each Lot (each a "Closing" and collectively the "Closings") shall take place on such date and at such place and time as the Parties shall mutually agree in advance, but in no event prior to the date on which Seller has obtained the Approvals as required by the terms of this Agreement. Seller agrees to provide prompt written notice of its receipt of the Approvals. It is agreed that time is of the essence of this Agreement. Notwithstanding the foregoing, Buyer and Seller agree that the Closings shall occur not later than the following schedule of Closing Milestones, each of which follow the receipt of the Approvals.

#### CLOSING MILESTONES:

a. The Closing on the first group of Lots containing not less than five (5) Lots shall occur not later than sixty (60) days following the receipt of all of the Approvals.

b. The Closing on the remainder of Lots shall be not less than one (1) Lot per month, and shall occur on a consecutive monthly basis with the first month occurring not later than thirty (30) days following the Closing on the first group of Lots. The one (1) Lot per month obligation may be aggregated into 3 Lots per calendar quarter, so that a Closing does not have to take place each month, so long as not less than three (3) Lots are purchased by Buyer each calendar quarter.

Nothing set forth herein shall preclude the Buyer and Seller from agreeing to closing on purchases of lots sooner than the dates for the Closing Milestones set forth above.

**BUYER TERMINATION OPTION:** After Buyer has purchased not less than five (5) Lots in excess of the Lots conveyed to Buyer with a credit for all infrastructure and site work costs for Phase II of the Real Property that were funded by Buyer, Buyer shall have the right to elect to terminate this Agreement with respect to the purchase of any further Lots, by providing written notice of termination to Seller. Termination of this Agreement shall occur twenty (20) days following receipt of such termination notice, unless Buyer and Seller mutually agree upon terms upon which Buyer agrees to rescind the termination notice, with such terms to be documented in an amendment to this Agreement. Notwithstanding such termination, Buyer shall be obligated to fulfill any required conditions associated with the sale or development of the Lots, other than those that are the responsibility of Seller hereunder. Upon such termination, Buyer shall transfer to Seller, any plans, studies, reports, surveys, tests (collectively, the "Studies") related to any of the Lots not yet purchased by Buyer, without cost or expense to Seller, and Buyer shall assure that all such contractors and professionals rendering service to Buyer in connection with the Studies have been paid in full and Buyer hereby indemnifies and holds Seller and the Property harmless from any claims for payment, including any mechanic's lien claims associated with nonpayment of any of the Studies.

**SELLER TERMINATION OPTION:** In the event that the Buyer fails to meet the Closing Milestones following the Closing and following the purchase of the initial grouping of not less than five (5) Lots, of not less than one (1) Lot per month, Seller shall have the option of terminating this Agreement by providing written notice of Termination to Buyer. Termination of this Agreement shall occur twenty (20) days following receipt of such termination notice, unless Buyer and Seller mutually agree upon terms upon which Seller agrees to rescind the termination notice, with such terms to be documented in an amendment to this Agreement. Notwithstanding such termination, Buyer shall be obligated to fulfill any required conditions associated with the sale or development of the Lots, other than those that are the responsibility of Seller hereunder. Upon such termination, Buyer shall transfer to Seller, any plans, studies, reports, surveys, tests (collectively, the "Studies") related to any of the Lots not yet purchased by Buyer, without cost or expense to Seller, and Buyer shall assure that all such contractors and professionals rendering service to Buyer in connection with the Studies have been paid in full and Buyer hereby indemnifies and holds Seller and the Property harmless from any claims for payment, including any mechanic's lien claims associated with nonpayment of any of the Studies.

5. **CONVEYANCE.** Each of the Lots is to be conveyed from the Seller to the Buyer at the Closings by a good and sufficient Quitclaim Deed with Covenant (each a "Deed" and collectively the "Deeds"), conveying a good and clear record and marketable title to the same, subject only to the following matters (all of which are hereinafter collectively referred to as "Permitted Exceptions"): (i) all title exceptions set forth on the title insurance policy or commitment attached hereto (or to be attached by the date of the receipt of the Approvals) as Exhibit B (other than those mortgages or other encumbrances associated with Seller's financing described in such title insurance policy that Seller has discharged from the Real Property); (ii) the real estate taxes not due and payable as of the Closing; (iii) any state of facts that an

accurate survey of the Property would disclose, provided such state of facts does not materially and adversely affect the present use or marketability of the Property; (iv) zoning and land use matters, which do not materially detract from the value or use of the Property; (v) the standard printed exceptions set forth in the current ALTA owner's title insurance policy form; (vi) the easements, covenants and conditions contained in the Declaration of the Brunswick Landing Master Homeowners Association (the "Master Declaration"); (vii) the Storm Water Easement and Maintenance Agreement to be negotiated by the Parties prior to the first Closing in accordance with Section 14 hereof; and (viii) any title or survey defects waived or deemed to be waived by Buyer pursuant to Section 6. In accordance with the terms of the Master Declaration, each purchaser of a Lot will be obligated to pay an assessment to the Brunswick Landing Master Homeowners Association (the "Master Association") to cover the use, maintenance and repair of the roads within the residential areas of Brunswick Landing covered by the Master Declaration. In addition, each Lot owner will be obligated to pay water and sewer charges to the Master Association, based on the actual water use by each Lot as determined by submeters to be installed for each Lot by Buyer, which Buyer agrees to install at its expense.

The Development Materials and the Approvals associated with each Lot shall be transferred by Bill of Sale and Assignment at each Closing. Seller agrees to obtain consents from any professionals that created the Development Materials to the extent necessary to transfer the Development Materials to Seller. Seller agrees to take such further actions as may be required by any governmental agency to enable the transfer of the Approvals. Full possession of each Lot free of all tenants and occupants shall be delivered at Closings.

At the Closings, and in addition to any other documents referred to in this Agreement to be delivered to Buyer, Seller shall execute, acknowledge as necessary and deliver the following documents and such other documents as Buyer's attorneys may reasonably require to complete the transactions contemplated herein:

(i) Transfer Documents. The Deed and a Maine Real Estate Transfer Tax Declaration of Value;

(ii) Title Affidavits. Such customary certificates, affidavits or indemnity agreements may be typically required to obtain a title insurance policy;

(iii) Non-foreign Person Affidavit. If applicable, such affidavits and certificates as Buyer shall deem necessary to relieve Buyer of any obligation to deduct and withhold any portion of the purchase price pursuant to §1445 of the Internal Revenue Code;

(iv) Maine Resident Affidavit. If applicable, such affidavits and certificates as Buyer shall deem necessary to relieve Buyer of any obligation to deduct and withhold any portion of the purchase price pursuant to 36 M.R.S.A. §5250-A;

(v) Underground Oil Storage Tank Certification. A written notice certifying either (i) to the best of the Seller's knowledge, there is no underground oil storage facility located on the Real Property to the best of Seller's knowledge, or (ii) pursuant to 38 M.R.S.A. §563(6), if there is such a facility on the Real Property, that the facility exists and shall disclose its

registration number or numbers, the exact location of the facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the Maine Board of Environmental Protection; and

(vi) Authority/Other Documents. Such other documents as are customarily delivered by Sellers to Buyers of real property in the State of Maine.

6. TITLE. Within thirty (30) days of the Effective Date of this Agreement, Buyer shall examine title to the Real Property (the "Title Period"). If Buyer is not satisfied, in its sole discretion, with the results of its title review for any reason except the Permitted Exceptions, then Buyer shall have the right, by notice given to Seller on or before 5:00 P.M. (EST) on 1st day following the expiration of the Title Period, to either (i) terminate this Agreement or (ii) specify those matters in title that are not acceptable to Buyer ("Title Defect Notice"). If Buyer elects to terminate this Agreement on or before said deadline, then this Agreement shall be deemed terminated as of the date on which Seller receives such notice, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. If Buyer elects to give Seller the Title Defect Notice on or before said deadline, then Seller shall notify Buyer, within five (5) business days after Seller's receipt of the Title Defect Notice, whether Seller will attempt to cure such title defects. In the event Buyer fails to give Seller said termination notice or the Title Defect Notice on or before said deadline, then Buyer shall be deemed to have accepted all title defects, if any, existing as of the Title Date, and thereafter the same shall be deemed Permitted Exceptions for all purposes of this Agreement.

In connection with any defect in title that arises after the Title Date, Buyer shall notify Seller of such defect in title on or before the Closing. If Buyer notifies Seller of any such title defect on or before said deadline, then Seller shall notify Buyer, within five (5) business days after receipt of Buyer's notice of title defects, whether Seller will attempt to cure such title defects. In the event Buyer fails to give Seller notice of such defect in title on or before said deadline, then Buyer shall be deemed to have accepted such title defect, and thereafter the same shall be deemed Permitted Exceptions for all purposes of this Agreement.

Notwithstanding anything to the contrary contained in this Agreement, Buyer agrees that Seller shall have no obligation to remove any title defects or to incur any cost or expense in connection therewith other than to remove (i) any mortgage or other monetary lien affecting the Property that secures Seller's obligation to pay a monetary amount, (ii) any monetary lien recorded after the Title Date that resulted from Seller's failure to pay any amount due and payable by Seller, and (iii) any real estate tax or assessment liens affecting the Property. With respect to the title defects described in clauses (i), (ii), and (iii) Seller agrees to remove the same, or cause the same to be insured against, on or before the Closing; and Buyer acknowledges and agrees that Seller may use any portion of the Purchase Price to satisfy the same. With respect to any other title or survey defect, if Seller does not agree to attempt to cure such title defects by notice given to Buyer on or before the expiration of said five (5) business day period, Buyer shall have the right, by notice given to Seller within ten (10) business days after the earlier to occur of the expiration of said five (5) business day period or Buyer's receipt of Seller's notice, either to waive the defect and close title without abatement or reduction of the Purchase Price, or terminate this Agreement. If Seller agrees to attempt to cure such title

defect, then Seller shall have sixty (60) days after Seller's receipt of Title Defect Notice or notice of title or survey defect, whichever is applicable, to remove the same. Seller agrees to use commercially reasonable efforts to remove such title defect within said sixty (60) day period. In the event Seller has not removed such title defect within said sixty (60) day period, then Buyer shall have the right, by notice given to Seller within five (5) business days after the expiration of said sixty (60) day period, either to waive the defect and close title without abatement or reduction of the Purchase Price, or terminate this Agreement. If Buyer elects to terminate this Agreement, then this Agreement shall be deemed terminated as of the date on which Seller receives such notice, the Escrow Agent shall return the Deposit, without interest, to Buyer, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. Buyer acknowledges and agrees that if Buyer elects to terminate this Agreement, Seller shall not be liable to Buyer for any costs, expenses or damages (consequential or otherwise) incurred by Buyer in connection with this Agreement.

The parties acknowledge and agree that the Closings shall be postponed by the number of days required to allow the parties to respond within the aforesaid time periods and, if applicable, to allow Seller to attempt to cure such title or Survey defects; provided, however, such postponement shall not exceed an aggregate of ninety (90) days.

#### 7. DUE DILIGENCE; BUYER CONTINGENCIES.

Following the Effective Date, Seller agrees to promptly deliver physical or electronic copies of Development Materials, but to be delivered no later than five (5) days from the Effective Date. Seller hereby consents to Buyer obtaining, at the expense of Buyer, subsequent ongoing services and information from Seller's consultants who developed the Development Materials prior to Closing.

For a period of thirty (30) days from the date that all of the Approvals are received for the subdivision of the Property (the "Contingency Date"), Buyer's obligations under this Agreement are subject to any and all inspections, surveys and investigations (the "Investigations") of the Property satisfactory to Buyer for the purpose of determining the suitability of the Property for its intended development thereof and Buyer's acceptance of any conditions required to be performed by Buyer in connection with the Approvals (the Investigations are hereinafter sometimes collectively referred to as the "Contingencies"). Buyer agrees to conduct its Investigations in good faith and with due diligence, at its sole cost and expense. Buyer and its agents and invitees shall have the right to enter, survey, inspect and investigate surface and subsurface soil conditions, provided that the Property is reasonably restored following such entry and upon further written request of Seller arising in those situations when the Buyer or its contractors, consultants, engineers or representatives enter upon the premises for an extended period of time, Buyer agrees to provide evidence of insurance against standard perils to include liability for personal injuries and property damage, identifying the Seller as an additionally-named insured.

Within fifteen (15) business days from the receipt of all of the Approvals and notification to Buyer of the same, Buyer shall request bids or quotes from suitable contractors for the site work to be performed by Buyer for the development of homes on each of the Lots. Buyer shall have a period extending to the later of the Contingency Date or fifteen (15) days

following receipt of the bids or quotes to determine whether Buyer elects to terminate this Agreement and to notify Seller in writing of Buyer's election to terminate. If Buyer elects to terminate this Agreement as aforesaid, Buyer shall be entitled to receive a return of the Deposit, and neither party shall have any further rights or obligations hereunder. Nothing set forth herein shall preclude Buyer and Seller from renegotiating any of the terms hereof in the event that the cost of such site work is unacceptable to Buyer, following notification to Seller of Buyer's decision to terminate.

Upon request by the Seller, the Buyer shall promptly provide Seller with a complete and true copy of any written or electronic report, finding or study by any engineer, inspector or consultant that the Buyer engages to investigate the Contingencies. If requested by Seller, Buyer shall separately identify in writing and written notice to the Seller of any defect or areas of concern and provide the Seller an opportunity to remedy said defects or concerns at Seller's cost.

If (i) Seller in its sole discretion declines to remedy any such defect or area of concern or if the Seller is unable to remedy any such defect or concern after being given a reasonable opportunity to do so on or before the Contingency Date, or (ii) the result of any Investigation or other condition otherwise remains unsatisfactory to the Buyer, then Buyer may terminate this Agreement by notice to Seller sent on or before the expiration of Contingency Period, and the Deposit shall then be returned to the Buyer.

If Buyer does not notify Seller that the Contingencies are unsatisfactory by the Contingency Date the Contingencies are deemed to have been 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.

8. SELLER CONTINGENCIES. The obligation of Seller to close hereunder is conditional upon (a) Seller having received approval of its Managers and of the managers of Brunswick Landing Venture, LLC within five (5) days of the Effective Date hereof; (b) Seller's receipt of the Approvals, with such conditions as are acceptable to Seller, with Seller to have a period of five (5) business days of the receipt of the final Approvals; and (c) that the estimated cost of fulfillment of Seller's pre-closing obligations set forth in Section 3 not exceeding an amount equal to seventy percent (70%) of the aggregate purchase price of all of the Lots approved by the Town of Brunswick for Phase II of the Brunswick Venture Condominiums property as set forth on the Concept Plan attached hereto as Exhibit A. Seller shall have a period of five (5) business days following the receipt of the Approvals to request bids or quotes from suitable contractors for the work to be performed by Seller as set forth in Section 3 hereof and shall have a period of five (5) days following receipt of the bids or quotes to determine whether Seller elects to terminate this Agreement and to notify Buyer in writing of Seller's election to terminate. If Seller elects to terminate this Agreement as aforesaid, Buyer shall be entitled to receive a return of the Deposit, and neither party shall have any further rights or obligations hereunder. Nothing set forth herein shall preclude Buyer and Seller from renegotiating any of the terms hereof in the event that the cost of such work is unacceptable to Seller, following notification to Buyer of Seller's election to terminate.

9. PROPERTY CONDITION. Until delivery of possession of each Lot from Seller to Buyer, risk of loss or damage to each Lot by fire or otherwise shall be borne by Seller.

10. DEFAULT. Should Seller fail to fulfill Seller's obligations hereunder and fail to cure such default within ten (10) days' written notice from Buyer to Seller, Buyer may elect to terminate this Agreement, or to pursue all available legal and equitable remedies, including specific performance, provided Buyer is not in default hereunder.

Should Buyer fail to fulfill Buyer's obligations hereunder and fail to cure such default within ten (10) days' written notice from Seller to Buyer, Seller, shall be entitled to pursue all available legal and equitable remedies, including specific performance, provided Seller is not in default hereunder.

Notwithstanding the foregoing, Buyer and Seller each agree that they shall not commence any action against each other resulting from an alleged breach of this agreement without first attempting in good faith to resolve such dispute through mediation to be conducted in Portland Maine by a mediator mutually agreed upon by Buyer and Seller.

11. SELLER'S WARRANTIES AND REPRESENTATIONS. Except as otherwise set forth in this Agreement, Seller makes no representations or warranties either expressed or implied as the condition of the Real Property, including, without limitation, compliance with any laws, rules or regulations pertaining to building codes, zoning, environmental or hazardous waste. Buyer takes the Property AS IS, WHERE IS, WITH ALL FAULTS and without recourse. Seller has made no verbal representations concerning the condition of the Property and if any such statements have been made either before or after the date of this contract they are not intended to be relied upon by Buyer. No agent of Seller is authorized to make any representations concerning the condition of the Property.

Provided however that notwithstanding the foregoing, Seller warrants and represents as of the date of execution by Seller of this Agreement and as of each date through and including the Closings that:

(a) There is no litigation, liens, judgments, violations, or proceedings pending or to the best of Seller's knowledge threatened against or relating to the Property;

(b) There is no pending, or to the best of Seller's knowledge, threatened material action or proceeding (including, but not limited to, any condemnation or eminent domain action or proceeding) before any court, governmental agency or arbitrator relating to or arising out of the ownership of the Property or any portion thereof, or which may adversely affect Seller's ability to perform this Agreement;

(c) No work has been performed or is in progress at, and no materials have been furnished to, the Property or any portion thereof which may give rise to mechanic's, materialmen's or other liens against the Property or any portion thereof which have not been paid or will not be paid by Seller when due post-Closing, excluding work initiated or authorized by Buyer or required to be performed by Buyer under this Agreement; and

(d) Except for the approvals of Seller's Managers as described in Section 8 of this Agreement, the execution, delivery and performance of this Agreement is within Seller's power.

(e) During its ownership of the Real Property, Seller has not deposited any hazardous or toxic wastes, substances, matters or materials, including but not limited to any material defined as hazardous or toxic from time to time by applicable state, local and federal law, either on the Real Property or any adjacent property in violation of law nor is Seller aware of any claims by any governmental agencies that it has done so.

In the event that material changes occur as to any warranties and representations set forth in this Agreement of which Seller has knowledge, Seller will promptly disclose same to Buyer at the earlier of (i) three (3) business days or (ii) Closing.

12. BROKERAGE. Buyer and Seller represent and warrant to each other that they were not introduced to each other or induced to enter into this transaction by any real estate broker other than Michael Rogers of the Bean Group (the "Broker") who represents the Buyer. The Broker's commission shall be equal to 2% of each Lot Purchase Price and shall be due at each Closing and paid by Seller. Buyer and Seller agree to indemnify and hold the other harmless of and from all loss, cost, damage or expense sustained by the other as a result of any claims for a broker's fee arising on account of its breach of the representation and warranty in this Section 12. The foregoing indemnity shall include all legal fees and costs incurred in defense against any such claim. The provisions of this Section 12 shall survive Closing.

13. ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.

a. All real estate taxes, assessments, rentals, road maintenance charges, utilities, and other expenses related to the operation and maintenance of the Property shall be prorated and reconciled as of each of the Closings.

b. The Maine real estate transfer tax shall be paid by Seller and Buyer in accordance with 36 M.R.S.A. §4641-A.

c. All title examination charges and title insurance premiums shall be paid by Buyer.

d. The recording fee for the Deed shall be paid by Buyer.

e. Each party shall otherwise be responsible for its own costs and charges (including, without limitation, legal and other charges).

14. STORM WATER EASEMENT AND MAINTENANCE AGREEMENT. Prior to the date of the public hearing on the amendment to the Seller's subdivision plan by the Town of Brunswick, the Parties shall agree upon the form of an agreement for the shared use and maintenance of a storm water drainage and maintenance system (the "Storm Water Easement and Maintenance Agreement") to serve the Lots and the remaining property of the Seller or its affiliates as may be required by the Approvals or as may otherwise be necessary for the

development of the Real Property and the remaining property of the Seller or its affiliates (the "System"). The Storm Water Easement and Maintenance Agreement shall be upon terms that are reasonably acceptable to both Parties and shall provide for the shared cost of installing and maintaining the System in proportion to the Parties anticipated use thereof. If the Parties are unable to reach agreement on the terms of the Storm Water Easement and Maintenance Agreement prior to the date of the public hearing on the amendment to the Seller's subdivision plan by the Town of Brunswick, either Seller or Buyer may terminate this Agreement. Upon such termination, Buyer shall be entitled to receive a return of the Deposit, and neither party shall have any further rights or obligations hereunder. The Parties agree to negotiate the terms of the Storm Water Easement and Maintenance Agreement in good faith. Each of the Lots shall be conveyed at Closing subject to the Storm Water Easement and Maintenance Agreement. Seller agrees to provide notice to Buyer of the date of the public hearing on the Seller's subdivision plan amendment once Seller is notified of such date by the Town of Brunswick.

15. GENERAL.

(a) This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. Buyer may assign this Agreement and all rights hereunder without the prior written consent of Seller only to an affiliate of Buyer, no later than five (5) days prior to any Closing. Any such assignment shall not relieve Buyer of any liability under this Agreement from and after such assignment.

(b) Any notice relating in any way to this Agreement (except the extension notice referred to in Section 6(b)) shall be in writing and shall be sent by (i) registered or certified mail, return receipt requested, (ii) overnights delivery by a nationally recognized courier, or (iii) hand delivery obtaining a receipt therefor, addressed as follows:

To Seller: Brunswick Landing Condominium, LLC  
74 Neptune Drive  
Brunswick, Maine 04011  
Attn: Christopher Rhoades

with a copy to

Gary D. Vogel, Esq.  
Drummond Woodsum  
84 Marginal Way  
Portland, Maine 04101

To Buyer: Graiver Homes, Inc.  
40 Farm Gate Road  
Falmouth, Maine 04105  
Attn: Loni Graiver, President

with a copy to:

Nicholas J. Morrill, Esq.  
Jensen Baird Gardner & Henry  
Ten Free Street  
Portland, Maine 04101

and such notice shall be deemed delivered three days after when so posted by certified mail, the next business day in the case of notice by overnight courier and the business day when delivered in the case of notice by hand delivery. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

(c) All headings in this Agreement are for convenience of reference only and are of no independent legal significance.

(d) This Agreement may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach, and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

(e) Any and all prior and contemporaneous discussions, undertakings, agreements (including without limitation any prior Agreements previously executed by the parties hereto) and understandings of the parties are superseded by and merged in this Agreement, which alone fully and completely expresses their entire agreement.

(f) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. This Agreement may be transmitted between the parties by facsimile machine and signatures appearing on faxed or emailed instruments shall be treated as original signatures. Both a faxed or emailed Agreement containing either original or faxed or emailed signatures of all parties, and multiple counterparts of the same Agreement each containing separate original or faxed or emailed signatures of the parties, shall be binding on them.

(a) If any term or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which this Agreement is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b) All covenants, terms, conditions, warranties and representations contained in this Agreement to be performed following the Closings on the sale of the Real Property to Buyer shall survive the Closings and the delivery of the deed to the Buyer.

(h) It is expressly understood and agreed that time is of the essence in respect of this Agreement.

(i) This Agreement shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

(j) EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF SELLER AND BUYER HEREUNDER, SELLER'S OR BUYER'S OWNERSHIP OR USE OF THE PROPERTY, AND/OR ANY CLAIMS OF INJURY OR DAMAGE RELATED TO THE PROPERTY.

(k) Except as otherwise specifically provided herein or in any closing document, the acceptance of the Deed by the recordation thereof shall be deemed to be a full and complete performance and discharge of every agreement and obligation of the Seller herein contained, except those that survive the Closing by their express terms.

(l) After the Closings, Seller and Buyer shall cooperate with one another at reasonable times and on reasonable conditions and shall execute and deliver such instruments and documents as may be necessary in order fully to carry out the intent and purposes of the transactions contemplated hereby. Except for such instruments and documents as the parties are obligated to deliver by the terms of this Agreement, such cooperation shall be without additional cost or liability. The provisions of this section shall survive the Closings.

[Signatures on following page]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed under seal as of the dates indicated below.

**SELLER:**  
BRUNSWICK LANDING  
CONDOMINIUMS, LLC  
a Maine limited liability company

BY: Presidium Brunswick Condo Holdings,  
LLC, a Texas limited liability company, its  
Manager

By: Presidium Brunswick Condo, LLC,  
a Texas limited liability company,  
its Manager

By: Mocerri Investments, LP,  
a Texas limited partnership  
its Manager

By: Cross Mocerri  
Cross Mocerri, Its Manager

\_\_\_\_\_  
Witness

**BUYER:**  
GRAIVER HOMES, INC.

Loni Graiver

\_\_\_\_\_  
By: Loni Graiver  
Its: President

\_\_\_\_\_  
Witness

Final Subdivision Amendment Application  
Brunswick Landing Village, Phase II  
Lots 1 & 8 – Brunswick Landing Housing Subdivision

**Attachment C**  
**Abutting Property Owners**

A copy of the abutters map and a list of abutting property owners are included in this attachment for reference.

C

Abutting Property Owners



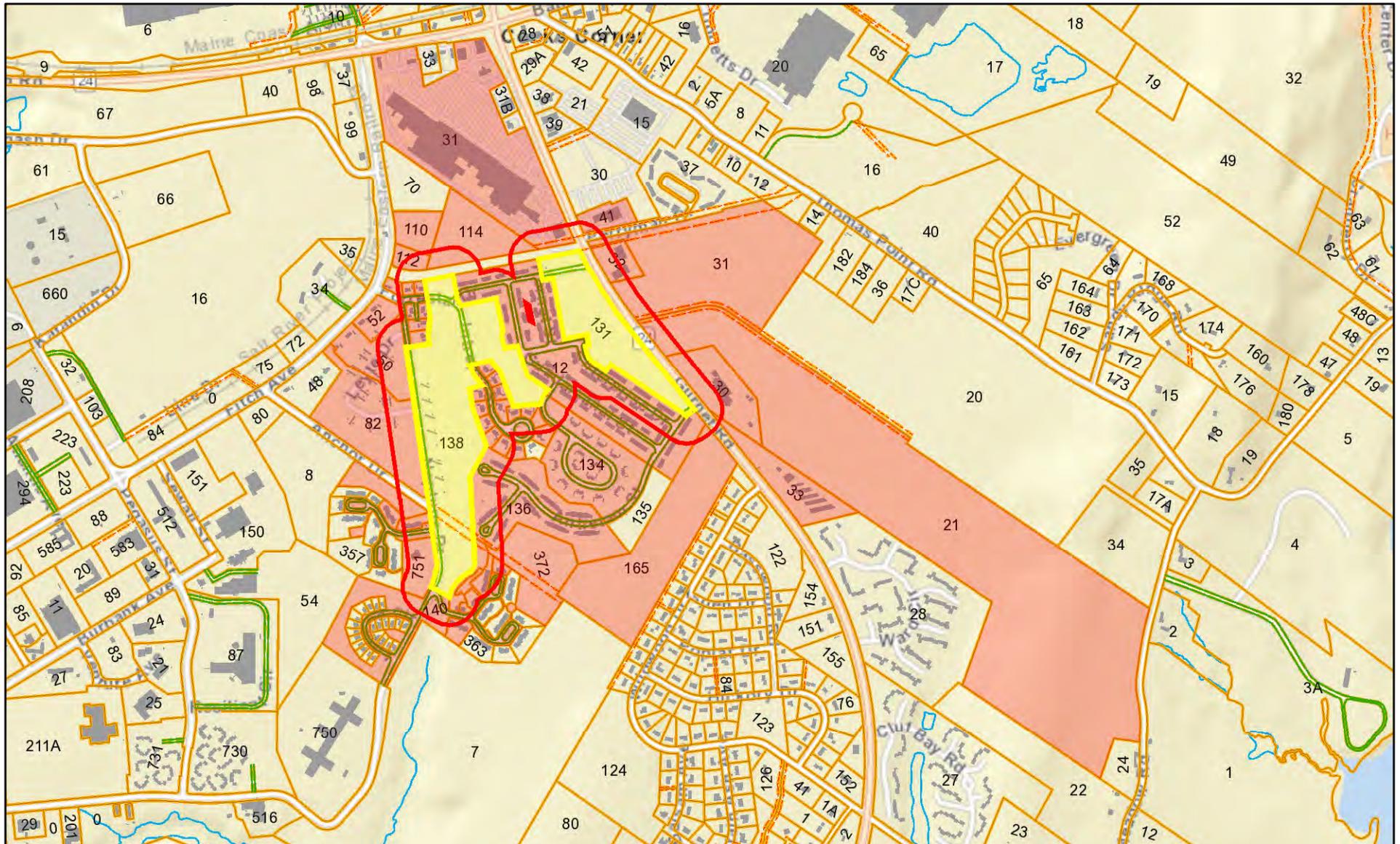
# 200 Ft. Abutters Map

Brunswick, ME

1 inch = 1000 Feet



July 15, 2020



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



# 200 foot Abutters List Report

Brunswick, ME  
July 15, 2020

## Subject Properties:

Parcel Number: 40-131	Mailing Address: BRUNSWICK LANDING CONDOMINIUMS LLC
CAMA Number: 40-131	74 NEPTUNE DR
Property Address: 0 GURNET RD	BRUNSWICK, ME 04011

Parcel Number: 40-138	Mailing Address: BRUNSWICK LANDING CONDOMINIUMS LLC
CAMA Number: 40-138	74 NEPTUNE DR
Property Address: 0 NEPTUNE DR	BRUNSWICK, ME 04011

## Abutters:

Parcel Number: 40-110	Mailing Address: PRIORITY ONE CAPITAL PARTNERS, LLC
CAMA Number: 40-110	2 MAIN ST
Property Address: 0 ADMIRAL FITCH AVE	TOPSHAM, ME 04086

Parcel Number: 40-112	Mailing Address: PRIORITY ONE CAPITAL PARTNERS, LLC
CAMA Number: 40-112	2 MAIN ST
Property Address: 0 ADMIRAL FITCH AVE	TOPSHAM, ME 04086

Parcel Number: 40-113	Mailing Address: PRIORITY ONE CAPITAL PARTNERS LLC
CAMA Number: 40-113	2 MAIN ST
Property Address: 0 ADMIRAL FITCH AVE	TOPSHAM, ME 04086

Parcel Number: 40-114	Mailing Address: PRIORITY ONE CAPITAL PARTNERS LLC
CAMA Number: 40-114	2 MAIN ST
Property Address: 0 FORESTAL DR	TOPSHAM, ME 04086

Parcel Number: 40-12	Mailing Address: BRUNSWICK LANDING VENTURE LLC
CAMA Number: 40-12	74 NEPTUNE DR
Property Address: 0 GUADALCANAL ST	BRUNSWICK, ME 04011

Parcel Number: 40-134	Mailing Address: BRUNSWICK LANDING VENTURE LLC
CAMA Number: 40-134	74 NEPTUNE DR
Property Address: 0 INDEPENDENCE DR	BRUNSWICK, ME 04011

Parcel Number: 40-136	Mailing Address: BRUNSWICK LANDING VENTURE LLC
CAMA Number: 40-136	74 NEPTUNE DR
Property Address: 0 MIDWAY CIR	BRUNSWICK, ME 04011

Parcel Number: 40-137	Mailing Address: SHIPYARD VENTURES LLC
CAMA Number: 40-137	74 NEPTUNE DR
Property Address: 0 CASTINE DR	BRUNSWICK, ME 04011

Parcel Number: 40-139	Mailing Address: BRUNSWICK LANDING CONDOMINIUMS LLC
CAMA Number: 40-139	74 NEPTUNE DR
Property Address: 0 ADMIRAL HARRY RICH DR	BRUNSWICK, ME 04011



www.cai-tech.com

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# 200 foot Abutters List Report

Brunswick, ME

July 15, 2020

Parcel Number: 40-140  
CAMA Number: 40-140  
Property Address: 0 BEAVER POND RD

Mailing Address: SHIPYARD VENTURES LLC  
74 NEPTUNE DR  
BRUNSWICK, ME 04011

Parcel Number: 40-165  
CAMA Number: 40-165  
Property Address: 0 GURNET RD

Mailing Address: BRUNSWICK, TOWN OF  
85 UNION ST  
BRUNSWICK, ME 04011

Parcel Number: 40-331  
CAMA Number: 40-331  
Property Address: 1 CASTINE DR

Mailing Address: WALKER, GEORGIA F  
1 CASTINE DR  
BRUNSWICK, ME 04011

Parcel Number: 40-332  
CAMA Number: 40-332  
Property Address: 2 CASTINE DR

Mailing Address: KAMINSKI, MICHAEL ANTHONY  
2 CASTINE DR  
BRUNSWICK, ME 04011

Parcel Number: 40-333  
CAMA Number: 40-333  
Property Address: 3 CASTINE DR

Mailing Address: HORDEMANN, ARNO & HORDEMANN,  
SALLY C (JT)  
3 CASTINE DR  
BRUNSWICK, ME 04011

Parcel Number: 40-334  
CAMA Number: 40-334  
Property Address: 9 NEPTUNE DR

Mailing Address: QUATTROPANI, STEPHEN  
9 NEPTUNE DR  
BRUNSWICK, ME 04011

Parcel Number: 40-335  
CAMA Number: 40-335  
Property Address: 9 INTREPID ST

Mailing Address: GRIFFIN, PAUL B  
9 INTREPID ST  
BRUNSWICK, ME 04011

Parcel Number: 40-336  
CAMA Number: 40-336  
Property Address: 11 INTREPID ST

Mailing Address: SHIPYARD VENTURES LLC  
ATTN: COLLIN M & BRITTANY N  
CROWTHER 11 INTREPID ST  
BRUNSWICK, ME 04011

Parcel Number: 40-337  
CAMA Number: 40-337  
Property Address: 12 INTREPID ST

Mailing Address: LYNCH, DENISE  
12 INTREPID ST  
BRUNSWICK, ME 04011

Parcel Number: 40-338  
CAMA Number: 40-338  
Property Address: 13 INTREPID ST

Mailing Address: WALLACH, JOHN M & WALLACH,  
AURELIE D  
31 GRANITE POINT RD  
BIDDEFORD, ME 04005

Parcel Number: 40-339  
CAMA Number: 40-339  
Property Address: 14 INTREPID ST

Mailing Address: VERTREES, SUSAN  
14 INTREPID ST  
BRUNSWICK, ME 04011

Parcel Number: 40-340  
CAMA Number: 40-340  
Property Address: 15 INTREPID ST

Mailing Address: SHIPYARD VENTURES LLC  
74 NEPTUNE DRIVE  
BRUNSWICK, ME 04011



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# 200 foot Abutters List Report

Brunswick, ME

July 15, 2020

Parcel Number: 40-341  
CAMA Number: 40-341  
Property Address: 16 INTREPID ST

Mailing Address: LATHAN, THOMAS W & DIANNE P (JT)  
16 INTREPID ST  
BRUNSWICK, ME 04011

Parcel Number: 40-342  
CAMA Number: 40-342  
Property Address: 17 INTREPID ST

Mailing Address: TORREY, AMY A  
17 INTREPID ST  
BRUNSWICK, ME 04011

Parcel Number: 40-343  
CAMA Number: 40-343  
Property Address: 18 INTREPID ST

Mailing Address: HARMON, ELIZABETH H  
18 INTREPID ST  
BRUNSWICK, ME 04011

Parcel Number: 40-344  
CAMA Number: 40-344  
Property Address: 19 INTREPID ST

Mailing Address: STURGEON, MARK G & ERIN (JT)  
PO BOX 1051  
BRUNSWICK, ME 04011

Parcel Number: 40-345  
CAMA Number: 40-345  
Property Address: 20 INTREPID ST

Mailing Address: PASHKE, MONA J  
20 INTREPID ST  
BRUNSWICK, ME 04011

Parcel Number: 40-346  
CAMA Number: 40-346  
Property Address: 21 INTREPID ST

Mailing Address: MCLAUGHLIN, DAVID B MCLAUGHLIN,  
HELEN S (JT)  
21 INTREPID ST  
BRUNSWICK, ME 04011

Parcel Number: 40-347  
CAMA Number: 40-347  
Property Address: 22 INTREPID ST

Mailing Address: HEWEY, RUSSELL & NEAMTU, RAFAEL -  
MARIAN (JT)  
22 INTREPID ST  
BRUNSWICK, ME 04011

Parcel Number: 40-350  
CAMA Number: 40-350  
Property Address: 0 STARFLOWER LN

Mailing Address: BRUNSWICK LANDING VENTURE LLC  
74 NEPTUNE DR  
BRUNSWICK, ME 04011

Parcel Number: 40-351  
CAMA Number: 40-351  
Property Address: 0 STARFLOWER LN

Mailing Address: BRUNSWICK LANDING VENTURE LLC  
74 NEPTUNE DR  
BRUNSWICK, ME 04011

Parcel Number: 40-360  
CAMA Number: 40-360  
Property Address: 0 BEAVER POND RD

Mailing Address: WOODLAND VILLAGE LLC  
74 NEPTUNE DR  
BRUNSWICK, ME 04011

Parcel Number: 40-361  
CAMA Number: 40-361  
Property Address: 1 BEAVER POND RD

Mailing Address: WOODLAND VILLAGE LLC  
74 NEPTUNE DR  
BRUNSWICK, ME 04011

Parcel Number: 40-362  
CAMA Number: 40-362  
Property Address: CHICKADEE CIR

Mailing Address: WOODLAND VILLAGE LLC  
74 NEPTUNE DR  
BRUNSWICK, ME 04011



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# 200 foot Abutters List Report

Brunswick, ME

July 15, 2020

Parcel Number: 40-362 CAMA Number: 40-362-1 Property Address: 9 CHICKADEE CIR	Mailing Address: WOODLAND VILLAGE LLC 74 NEPTUNE DR BRUNSWICK, ME 04011
Parcel Number: 40-362 CAMA Number: 40-362-2 Property Address: 11 CHICKADEE CIR	Mailing Address: WOODLAND VILLAGE LLC 74 NEPTUNE DR BRUNSWICK, ME 04011
Parcel Number: 40-362 CAMA Number: 40-362-3 Property Address: 13 CHICKADEE CIR	Mailing Address: WOODLAND VILLAGE LLC 74 NEPTUNE DR BRUNSWICK, ME 04011
Parcel Number: 40-362 CAMA Number: 40-362-4 Property Address: 15 CHICKADEE CIR	Mailing Address: FARRINGTON, HUGH FARRINGTON, BETSEY (JT) 335 FORESIDE RD FALMOUTH, ME 04105
Parcel Number: 40-365 CAMA Number: 40-365 Property Address: 0 CHICKADEE CIR	Mailing Address: WOODLAND VILLAGE LLC 74 NEPTUNE DR BRUNSWICK, ME 04011
Parcel Number: 40-366 CAMA Number: 40-366 Property Address: 0 CHICKADEE CIR	Mailing Address: WOODLAND VILLAGE LLC 74 NEPTUNE DR BRUNSWICK, ME 04011
Parcel Number: 40-372 CAMA Number: 40-372 Property Address: 0 BEAVER POND RD	Mailing Address: WOODLAND VILLAGE LLC 74 NEPTUNE DR BRUNSWICK, ME 04011
Parcel Number: 40-373 CAMA Number: 40-373 Property Address: 3 BEAVER POND RD	Mailing Address: WOODLAND VILLAGE LLC 74 NEPTUNE DR BRUNSWICK, ME 04011
Parcel Number: 40-50 CAMA Number: 40-50 Property Address: 0 ADMIRAL FITCH AVE	Mailing Address: PINE TREE LAND HOLDING CO LLC C/O THE NORTHBRIDGE COMPANIES 71 THIRD AVE BURLINGTON, MA 01803
Parcel Number: 40-52 CAMA Number: 40-52 Property Address: 73 ADMIRAL FITCH AVE	Mailing Address: PRIORITY REAL ESTATE GROUP LLC 2 MAIN ST TOPSHAM, ME 04086
Parcel Number: 40-73 CAMA Number: 40-73 Property Address: 62 FORRESTAL DR	Mailing Address: CHAYER, WILLIAM P, JR 62 FORRESTAL DR BRUNSWICK, ME 04011
Parcel Number: 40-74 CAMA Number: 40-74 Property Address: 60 FORRESTAL DR	Mailing Address: NICHOLS, ETHAN L 60 FORRESTAL DR BRUNSWICK, ME 04011



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# 200 foot Abutters List Report

Brunswick, ME

July 15, 2020

Parcel Number: 40-751  
CAMA Number: 40-751  
Property Address: 74 NEPTUNE DR

Mailing Address: BRUNSWICK LANDING VENTURE LLC  
74 NEPTUNE DR  
BRUNSWICK, ME 04011

Parcel Number: 40-82  
CAMA Number: 40-82  
Property Address: 89 ADMIRAL FITCH AVE

Mailing Address: NORTHBRIDGE AVITA BRUNSWICK II  
LLC  
71 THIRD AVE  
BURLINGTON, MA 01803

Parcel Number: 42-21  
CAMA Number: 42-21  
Property Address: 0 MEADOW RD

Mailing Address: DODGE, WILLIAM S TRUSTEE WILLIAM  
S DODGE REV TRUST  
8447 MIDNIGHT PASS RD  
SARASOTA, FL 34242-2965

Parcel Number: 42-30  
CAMA Number: 42-30  
Property Address: 71 GURNET RD

Mailing Address: GIRI BRUNSWICK LLC C/O PARKWOOD  
INN  
71 GURNET RD  
BRUNSWICK, ME 04011

Parcel Number: 42-31  
CAMA Number: 42-31  
Property Address: 0 GURNET RD

Mailing Address: MAINE GRAVEL SERVICES INC  
PO BOX 17856  
PORTLAND, ME 04112

Parcel Number: 42-32  
CAMA Number: 42-32  
Property Address: 35 GURNET RD

Mailing Address: GAGNE, LEONCE A  
PO BOX 217  
TOPSHAM, ME 04086

Parcel Number: 42-33  
CAMA Number: 42-33-1  
Property Address: 91 GURNET RD

Mailing Address: THREE-C SAC SELF STORAGE LP  
207 E CLARENDON  
PHOENIX, AZ 85012

Parcel Number: 42-33  
CAMA Number: 42-33-2  
Property Address: 83 GURNET RD

Mailing Address: NO NE TELEPHONE OPERATIONS LLC  
C/O FAIRPOINT  
ATTN: ROY DRUKKER 770 ELM ST  
MANCHESTER, NH 03101

Parcel Number: CC1-31  
CAMA Number: CC1-31  
Property Address: 8 GURNET RD

Mailing Address: BRUNSWICK MZL LLC C/O KATZ  
PROPERTIES LLC  
254 W 31ST ST, 4TH FLR  
NEW YORK, NY 10001

Parcel Number: CC1-41  
CAMA Number: CC1-41  
Property Address: 31 GURNET RD

Mailing Address: W G LLC  
PO BX 1534  
WATERVILLE, ME 04903



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7/15/2020

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Final Subdivision Amendment Application  
Brunswick Landing Village, Phase II  
Lots 1 & 8 – Brunswick Landing Housing Subdivision

**Attachment D**  
**Photographs**

Photographs of the existing conditions of the project site are enclosed.

D

Photographs



**Photograph 1: Looking South on Neptune Drive (looking south). Proposed houses to be on left.**



**Photograph 2: Looking North at Neptune Drive / Forrestal Avenue**



**Photograph 3: Looking North on Intrepid toward Forrestal. Phase 1 houses being built beyond.**



**Photograph 4: Proposed building location at Guadalcanal and Coral Sea (looking south).**



**Photograph 5: Existing Single-Family House at Neptune & Forrestal**



**Photograph 6: Proposed housing location on west side of Intrepid (looking south).**



**Photograph 7: Proposed housing location on east side of Intrepid (looking north).**



**Photograph 8: Proposed housing location at east end of Forrestal (looking west from end).**



**Photograph 9 Proposed housing location at east end of Forrestal (looking east from intersection).**



**Photograph 10 Proposed housing locations on Neptune (looking south).**



**Photograph 11: Proposed housing locations on Neptune (looking south).**



**Photograph 12: Phase 1 Houses nearing completion on Adm. Harry Rich**



**Photograph 13: Existing Brunswick Gardens Housing at end of Intrepid. Note similarity to proposed single-story homes.**



**Photograph 14: Looking West on Forrester Drive (Mariner Landing)**



**Photograph 15: Intersection of Hornet St. and Forrestal Drive (Mariner Landing)**

Final Subdivision Amendment Application  
Brunswick Landing Village, Phase II  
Lots 1 & 8 – Brunswick Landing Housing Subdivision

**Attachment E**  
**Supporting Documents**

Copies of relevant correspondence and documents pertaining to the project are enclosed.

E

Supporting Documents



3/30/2020

**Re: Letter of Assurance of Utilities**

To Whom It May Concern,

Please let this letter serve as confirmation that the utility services provided by the Midcoast Regional Redevelopment Authority (MRRA) are sufficient to serve the locations at Brunswick Landing in Brunswick, Maine as noted below:

MRRA-owned electricity, water, and stormwater utilities serve the locations of proposed Lots #9A, 9B, 9C, and 9D on Adm. Harry Rich Avenue (Anchor Drive) and Lots# 8A, 8B, 8C and 8D on Forrestal Drive; with the exception of electricity on Forrestal Drive. MRRA currently does not have electrical infrastructure serving the proposed lots on Forrestal Drive, but electrical service could be extended to serve those lots.

Stormwater design and connections would have to be coordinated with MRRA's contracted engineering firm, Wright-Pierce.

While the sewer pump stations are currently still owned by MRRA, all gravity sewer lines are owned by Brunswick Sewer District and any sewer design and construction work will have to be coordinated with both BSD and MRRA.

Feel free to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Woodie Bartley".

**Woodie Bartley, CEM**  
Utilities Manager  
**Midcoast Regional Redevelopment Authority**  
[woodieb@mrta.us](mailto:woodieb@mrta.us)  
Office: 207.607.4189





June 4, 2020

Curtis Y. Neufeld, Vice President  
Sitelines PA  
119 Purington Road  
Brunswick, ME 04011

Re: Brunswick Landing Village Phases 2 and 3  
Subject: Willingness and Capacity To Serve Concern

Dear Curt,

Thank you for sending along the drawing of Brunswick Landing Village Phases 2 and 3. As I noted earlier, the plan for the layout and pipe routing looks good. Once you have determined grades please forward those plans along for review.

One issue that has come up and will need to be resolved before willingness and capacity to serve letters can be issued, is the condition of pump stations that are affected by the development. The two stations are known as the Woodland Station (BNA-9 on our GIS, off Starflower) and Mariner Station (BNA-1 on our GIS, off Intrepid). Both stations need significant upgrades before any additional flow can be added to the system. The stations were built by the Navy and designed for the existing facilities. Currently the Midcoast Regional Redevelopment Authority (MRRA) owns the stations and the BSD manages them through a contract. Because the final effluent ends up in the BSD system and we manage the stations for MRRA, BSD has authority over the willingness and capacity to serve.

At a minimum, the following upgrades are needed at the Woodland Station:

- Electrical – install a new electrical service with a meter, appropriate service equipment, manual transfer switch and receptacle for connection to a portable generator (backup to new on-site generator).
- Wet well – install new explosion-proof junction boxes on top of the wet well and remove the existing junction boxes, install safety grate on hatch, demolish the existing control panel and supports after new controls are installed.
- New precast concrete valve pit – install a 6-foot diameter structure with 4-inch diameter piping and valves for each pump.

- Force main bypass connection – install a bypass connection in existing force main to allow bypass pumping during installation of new valve pit and connection to existing piping.
- Pump Controls – install new pump control panel with an intrinsically safe relay (ISR) panel, Missions M-800 RTU for alarms notification, new VFDs for phase conversion, new ultrasonic level sensor and backup floats.
- Install new aluminum backboard for electrical and control panels, installed a minimum of five (5) horizontal feet from the wet well to meet current codes. Install an LED light fixture on the backboard to provide area lighting.
- Site work – complete site work to accommodate new valve pit and relocation of electrical/controls backboard.

At a minimum, the following upgrades are needed at the Mariner Station:

- Wet well – Install a new wet well with a minimum 8' diameter.
- New precast concrete valve pit – install a 6-foot diameter structure with 4-inch diameter piping and valves for each pump.
- Force main bypass connection – install a bypass connection in existing force main to allow bypass pumping during installation of new valve pit and connection to existing piping.
- Pumps – Install new pumps after confirming size to handle additional flows.
- Pump Controls – install new pump control panel with an intrinsically safe relay (ISR) panel, Missions M-800 RTU for alarms notification, new VFDs for phase conversion, new ultrasonic level sensor and backup floats.
- Confirm generator building meets codes, bring to code or alternatively, install new aluminum backboard for electrical and control panels, installed a minimum of five (5) horizontal feet from the wet well to meet current codes. Install an LED light fixture on the backboard to provide area lighting.
- Site work – complete site work to accommodate new valve pit and relocation of electrical/controls backboard.

In addition to the upgrades outlined above, once you have completed your design I will need to know anticipated increases in flow for each station. I will have our engineer check current run times of the stations and wetwell capacities to determine if the Woodland station can handle the additional flow as is and what the necessary wetwell size for the Mariner station should be. If adequately sized, the pumps and wetwell may be reused at the Woodland station.



It is not the goal of the District to inhibit growth and development of our community. Unfortunately, when BNAS closed, both the District and MRRA were left with the responsibility of upgrading utilities to meet our standards and the needs of the community. It is our responsibility to make sure the utilities, and the pump stations in particular, are improved before any additional demands are put on the antiquated system.

As always, we are willing to work with the developer to find cost saving and innovative solutions. We are happy to discuss the current design and pump station issues further and to consider design alternatives. Please contact me if you would like to discuss further. Please understand that the upgrades to the Woodland and Mariner Pump Stations necessitated by the proposed development will be a condition of final project approval.

Sincerely,  
BRUNSWICK SEWER DISTRICT

A handwritten signature in black ink, appearing to read 'Rob Pontau', written in a cursive style.

Robert A. Pontau Jr, PE  
Assistant General Manager



August 4, 2020

Jared Woolston, Planner  
Department of Planning & Development  
Town of Brunswick  
85 Union Street  
Brunswick, ME 04011

RE: Gravier Homes, Inc. – Brunswick Landing Condominiums Phase II

Dear Mr. Woolston,

Gravier Homes, Inc maintains a loan and deposit relationship with Gorham Savings Bank. As of the writing of this letter, Gravier Homes has available funds on hand in excess of the estimated project cost of \$1,300,000. Gravier Homes, Inc. has a proven track record of residential home construction and the Bank is comfortable with their development experience and financial capacity to see the Project through to a successful completion. As this project draws closer to the construction phase, we will be happy to provide an updated letter, if needed.

If you should need further information or clarification, please contact me at 222-1492.

Sincerely,

A handwritten signature in black ink, appearing to read "Karl Suchecki".

Karl Suchecki  
Executive Vice President

# State of Maine



## Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and that the paper to which this is attached is a true copy from the records of this Department.

*In testimony whereof*, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this eighteenth day of March 2020.



A handwritten signature in black ink, appearing to read 'Matthew Dunlap', written over a horizontal line.

Matthew Dunlap  
Secretary of State

### Additional Addresses

Legal Name	Title	Name	Charter #	Status
BRUNSWICK LANDING CONDOMINIUMS, LLC	Registered Agent		20183917DC	GOOD STANDING
Home Office Address (of foreign entity )		Other Mailing Address		

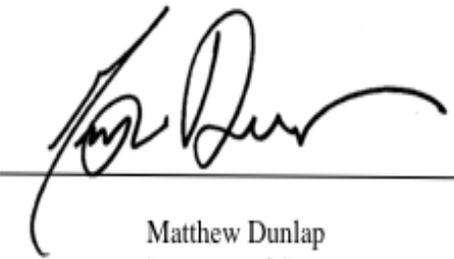
# State of Maine



## Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and that the paper to which this is attached is a true copy from the records of this Department.

*In testimony whereof*, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this eighteenth day of March 2020.



Matthew Dunlap  
Secretary of State

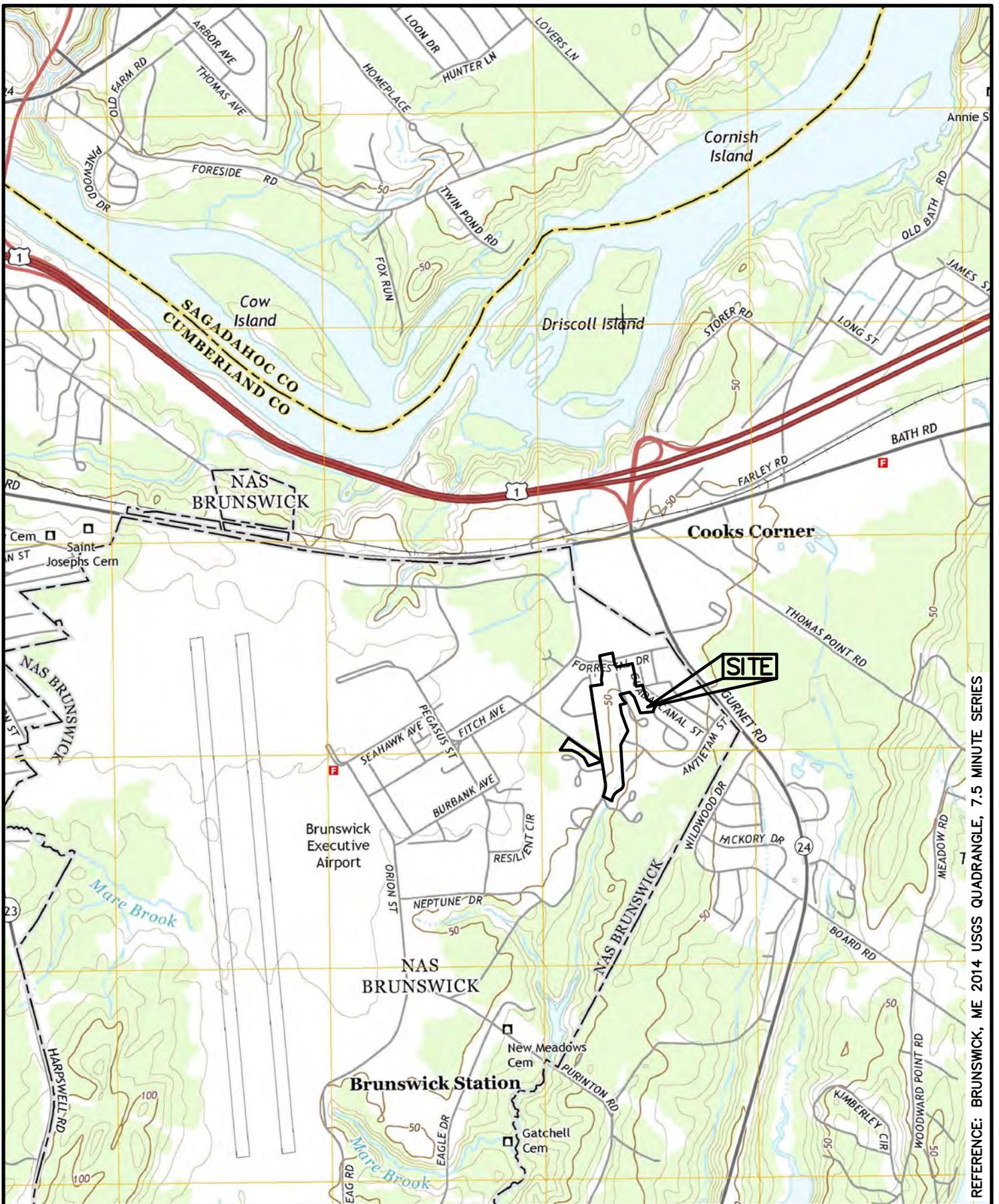
### Additional Addresses

Legal Name	Title	Name	Charter #	Status
GRAIVER HOMES, INC.	Clerk	NICHOLAS J. MORRILL	20160648 D	GOOD STANDING
Home Office Address (of foreign entity )	Other Mailing Address		Address in Maine	
	TEN FREE STREET PORTLAND, ME 04101			

## **Attachment F** **Supporting Graphics**

This attachment includes supporting materials and graphics for the application. This includes an excerpt of the applicable USGS 7.5 minute quadrangle map. An excerpt of the FEMA flood rate insurance map (FIRM) and reduced size copies of the zoning map and tax maps are provided for reference.

F



REFERENCE: BRUNSWICK, ME 2014 USGS QUADRANGLE, 7.5 MINUTE SERIES

SHEET: 1 OF 1

**SITELINES**  
 119 PURINTON ROAD, SUITE A  
 BRUNSWICK, ME 04011  
 207.725.1200  
**CIVIL ENGINEERS • LAND SURVEYORS**

**USGS LOCATION MAP**  
 BRUNSWICK LANDING VILLAGE  
 BRUNSWICK LANDING CONDOMINIUMS, LLC  
 ANCHOR & FORRESTAL, BRUNSWICK, ME

DATE: 02-11-20
SCALE: 1"=2000'±
JOB: 3230.03
FILE: 3230.03-USGS

Town of  
**BRUNSWICK**  
Maine



**Legend**

- Lines\_Other
- Other Road
- Hydrography Line
- ROW Property Access
- Town Boundary
- Other Lot Boundary
- Parcels\_Lines
- Public Road
- Private Road
- ROW
- Water

Disclaimer:  
The information is provided as a reasonably accurate point of reference, but is not guaranteed and is not to be used for conveyances. The Town of Brunswick shall not be held responsible for the accuracy or misuse of this data. Copyright Town of Brunswick.



1 inch = 400 feet

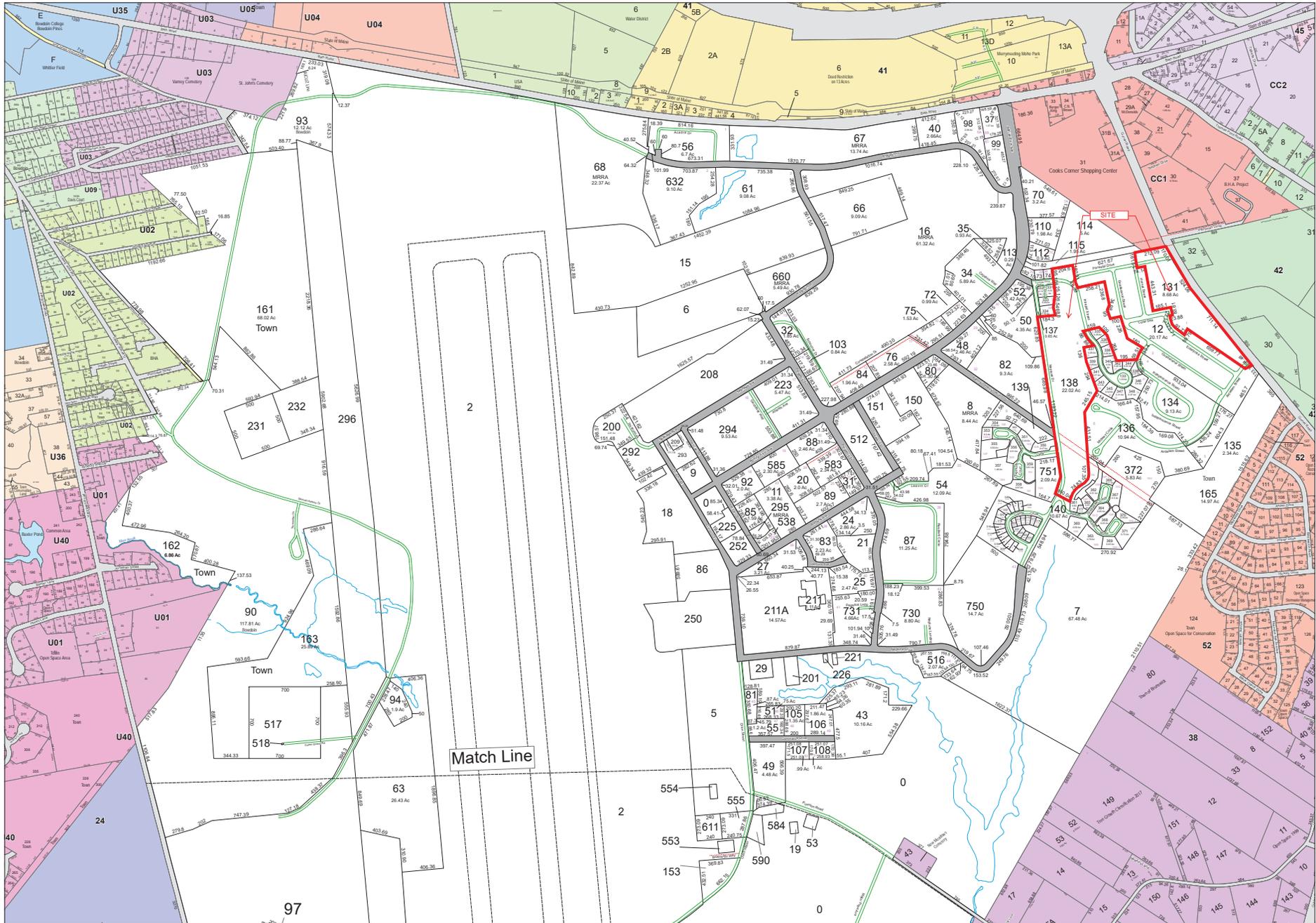
Revised To: April 1, 2019

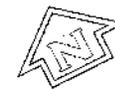
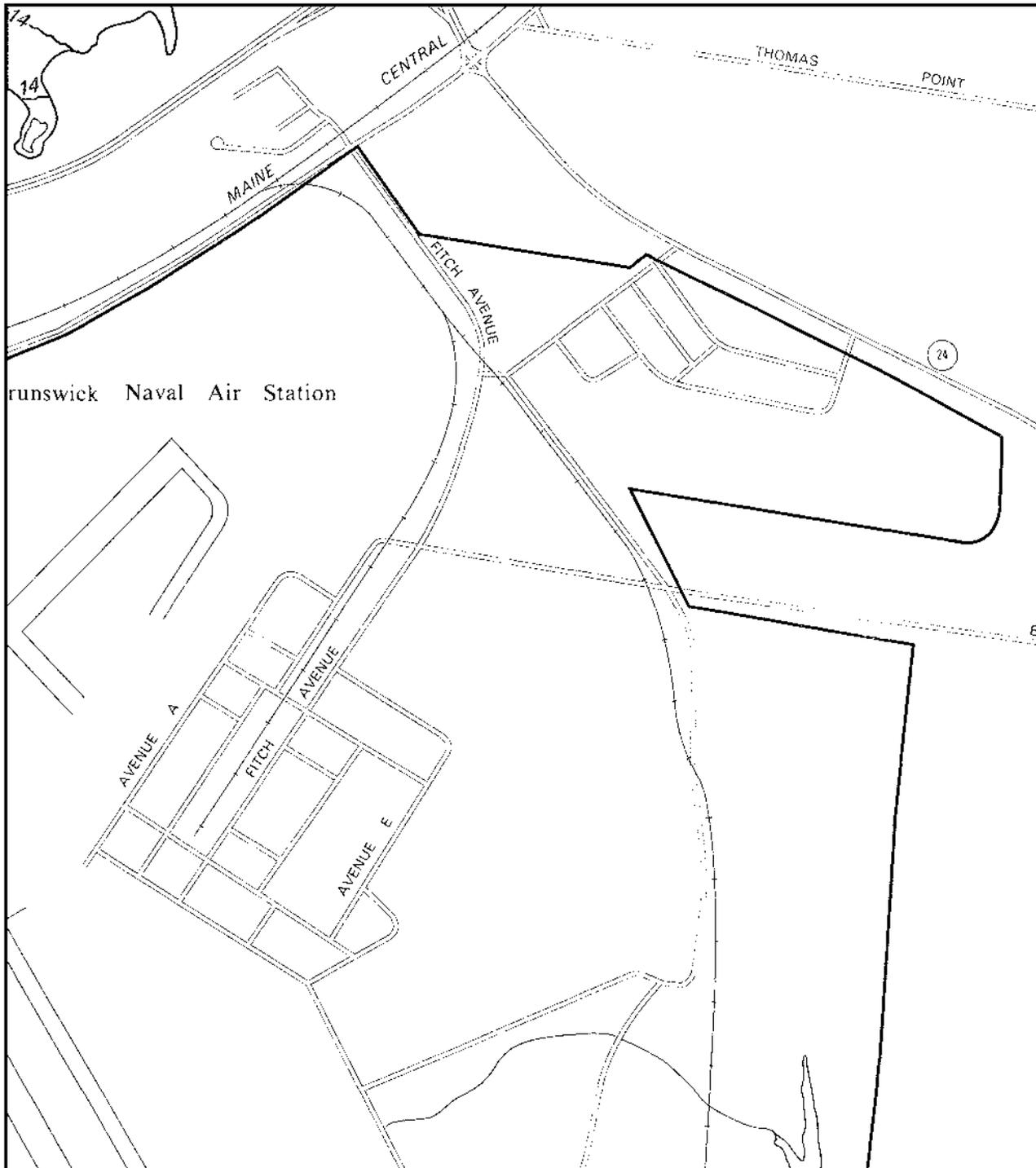
Maps Prepared by:  
Town of Brunswick

Revised and Reprinted By:



**MAP**  
**40-1**





APPROXIMATE SCALE

1000 0 1000 FEET

NATIONAL FLOOD INSURANCE PROGRAM

**FIRM**  
FLOOD INSURANCE RATE MAP

TOWN OF  
**BRUNSWICK, MAINE**  
CUMBERLAND COUNTY

PANEL 15 OF 35  
(SEE MAP INDEX FOR PANELS NOT PRINTED)

**COMMUNITY-PANEL NUMBER**  
230042 0015 B

**EFFECTIVE DATE:**  
JANUARY 3, 1986



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at [www.msc.fema.gov](http://www.msc.fema.gov)



# Zoning Map

Brunswick, ME

1 inch = 500 Feet



July 15, 2020



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Soil Map—Cumberland County and Part of Oxford County, Maine



Map Scale: 1:6,930 if printed on A portrait (8.5" x 11") sheet.



## MAP LEGEND

- Area of Interest (AOI)
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points
- Special Point Features**
  - Blowout
  - Borrow Pit
  - Clay Spot
  - Closed Depression
  - Gravel Pit
  - Gravelly Spot
  - Landfill
  - Lava Flow
  - Marsh or swamp
  - Mine or Quarry
  - Miscellaneous Water
  - Perennial Water
  - Rock Outcrop
  - Saline Spot
  - Sandy Spot
  - Severely Eroded Spot
  - Sinkhole
  - Slide or Slip
  - Sodic Spot
- Water Features**
  - Streams and Canals
- Transportation**
  - Rails
  - Interstate Highways
  - US Routes
  - Major Roads
  - Local Roads
- Background**
  - Aerial Photography
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Cumberland County and Part of Oxford County, Maine

Survey Area Data: Version 13, Sep 11, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 31, 2009—Oct 13, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Au	Au Gres loamy sand	1.3	1.0%
DeB	Deerfield loamy sand, 3 to 8 percent slopes	19.6	15.6%
Wa	Walpole fine sandy loam	29.6	23.6%
WmB	Windsor loamy sand, 0 to 8 percent slopes	74.5	59.3%
WmC	Windsor loamy sand, 8 to 15 percent slopes	0.5	0.4%
<b>Totals for Area of Interest</b>		<b>125.6</b>	<b>100.0%</b>

## Cumberland County and Part of Oxford County, Maine

### Wa—Walpole fine sandy loam

#### Map Unit Composition

*Walpole and similar soils: 85 percent*

*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Walpole

##### Setting

*Landform: Outwash plains*

*Landform position (two-dimensional): Toeslope*

*Landform position (three-dimensional): Talf*

*Down-slope shape: Linear*

*Across-slope shape: Linear*

*Parent material: Sandy glaciofluvial deposits*

##### Typical profile

*H1 - 0 to 8 inches: fine sandy loam*

*H2 - 8 to 20 inches: fine sandy loam*

*H3 - 20 to 65 inches: gravelly loamy sand*

##### Properties and qualities

*Slope: 0 to 3 percent*

*Depth to restrictive feature: More than 80 inches*

*Natural drainage class: Poorly drained*

*Capacity of the most limiting layer to transmit water (Ksat): High  
(2.00 to 6.00 in/hr)*

*Depth to water table: About 0 to 18 inches*

*Frequency of flooding: None*

*Frequency of ponding: None*

*Available water storage in profile: Low (about 5.7 inches)*

##### Interpretive groups

*Land capability classification (irrigated): None specified*

*Land capability classification (nonirrigated): 4w*

*Hydrologic Soil Group: A/D*

*Hydric soil rating: Yes*

## Data Source Information

Soil Survey Area: Cumberland County and Part of Oxford County, Maine

Survey Area Data: Version 13, Sep 11, 2017

## Cumberland County and Part of Oxford County, Maine

### WmB—Windsor loamy sand, 0 to 8 percent slopes

#### Map Unit Setting

*National map unit symbol:* 2w2x2

*Elevation:* 0 to 1,410 feet

*Mean annual precipitation:* 36 to 71 inches

*Mean annual air temperature:* 39 to 55 degrees F

*Frost-free period:* 140 to 240 days

*Farmland classification:* Farmland of statewide importance

#### Map Unit Composition

*Windsor and similar soils:* 85 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Windsor

##### Setting

*Landform:* Outwash plains, outwash terraces, deltas, dunes

*Landform position (three-dimensional):* Tread, riser

*Down-slope shape:* Linear, convex

*Across-slope shape:* Linear, convex

*Parent material:* Loose sandy glaciofluvial deposits derived from granite and/or loose sandy glaciofluvial deposits derived from schist and/or loose sandy glaciofluvial deposits derived from gneiss

##### Typical profile

*Oe - 0 to 1 inches:* moderately decomposed plant material

*A - 1 to 3 inches:* loamy sand

*Bw - 3 to 25 inches:* loamy sand

*C - 25 to 65 inches:* sand

##### Properties and qualities

*Slope:* 0 to 8 percent

*Depth to restrictive feature:* More than 80 inches

*Natural drainage class:* Excessively drained

*Runoff class:* Low

*Capacity of the most limiting layer to transmit water (Ksat):*

Moderately high to very high (1.42 to 99.90 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Salinity, maximum in profile:* Nonsaline (0.0 to 1.9 mmhos/cm)

*Available water storage in profile:* Low (about 4.5 inches)

##### Interpretive groups

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 2s

*Hydrologic Soil Group:* A

*Hydric soil rating:* No

## **Data Source Information**

Soil Survey Area: Cumberland County and Part of Oxford County, Maine  
Survey Area Data: Version 13, Sep 11, 2017

Final Subdivision Amendment Application  
Brunswick Landing Village, Phase II  
Lots 1 & 8 – Brunswick Landing Housing Subdivision

**Attachment G**  
**Wetlands**

A copy of the wetlands report for the site from Atlantic Environmental has been enclosed for your reference.

G

Wetlands



August 31, 2017

Ms. Melissa Archbell, PE  
Sitelines, PA  
8 Cumberland Street  
Brunswick, ME 04011

Re: Project Number #3230 - Wetland Delineation, Brunswick Landing, Map 40, Portion of Lot 12 in Brunswick, Maine.

Dear Ms. Archbell,

At your request, Atlantic Environmental, LLC. (AE) completed a Wetland Delineation of a identified as DL-2 on the plan sheet titled, "Schematic Subdivision Plan Brunswick Landing Housing. The wetland delineation was performed on August 8, 2017 with a follow-up visit on August 25, 2017 and August 29, 2017 and was done in accordance with the U.S. Army Corps of Engineers, Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Regions (Version 2.0). All wetlands were flagged with pink, numbered flagging and located with GPS (Global Positioning System) by AE staff on the dates of the delineation. Three wetland areas were identified and are labeled as Wetland One (W1), Wetland Two (W2), and Wetland Three (W3).

### **Site Description**

The project area is located along Neptune Drive and to the rear of the Brunswick Garden subdivision in the Town of Brunswick, Maine. The project area is primarily undeveloped; there is a drainage ditch that extends from a culvert off Neptune Drive and extends within a portion of the project area. The on-site topography is a relatively flat area that contains wooded uplands and forested wetlands. According to the U.S. Department of Agriculture, *Soil Survey of Cumberland County and Part of Oxford County, Maine*, there is one (1) soil type mapped within the project area - Windsor Loamy Sand (WmB), an excessively drained soil type.

### **Description of Wetlands**

#### **Wetland One (W1)**

The canopy layer of W1 is dominated by Red Maple (*Acer rubrum*). The shrub layer is dominated by the same species in addition to Jewelweed (*Impatiens capensis*) and Narrowleaf Cattails (*Typha angustifolia*). The herbaceous layer includes Sensitive Fern (*Onoclea sensibilis*), and Sedges (*Carex spp.*). The adjacent uplands are dominated by White pine (*Pinus strobus*), Red Oak (*Quercus rubra*), Bracken Fern (*Pteridium aquilinum*), and Raspberry (*Rubus idaeus*). Soils within the wetland were identified as hydric within the upper ten (10)

inches of the soil profile with a value or three (3) or less and a chroma of two (2) or less. The primary hydrology indicators include water stained leaves (B9) and saturation (A3).

### **Wetland Two (W2)**

The canopy layer of W2 is dominated by Red Maple (*Acer rubrum*). The shrub layer is dominated by the same species in addition to Jewelweed (*Impatiens capensis*). The herbaceous layer includes Sensitive Fern (*Onoclea sensibilis*), and Sedges (*Carex spp.*). The adjacent uplands are dominated by White pine (*Pinus strobus*), Red Oak (*Quercus rubra*), and Bracken Fern (*Pteridium aquilinum*). Soils within the wetland were identified as hydric within the upper ten (10) inch soil profile with a value or three (3) or less and a chroma of two (2) or less. The primary hydrology indicators include water stained leaves (B9) and saturation (A3).

### **Wetland Three (W3)**

The canopy layer of W3 is dominated by Red Maple (*Acer rubrum*). The shrub layer is dominated by the same species in addition to Jewelweed (*Impatiens capensis*). The herbaceous layer includes Sensitive Fern (*Onoclea sensibilis*), and Sedges (*Carex spp.*). The adjacent uplands are dominated by White pine (*Pinus strobus*), Red Oak (*Quercus rubra*), and Bracken Fern (*Pteridium aquilinum*). Soils within the wetland were identified as hydric within the upper ten (10) inch soil profile with a value or three (3) or less and a chroma of two (2) or less. The primary hydrology indicators include water stained leaves (B9) and saturation (A3).

### **STATE AND FEDERAL REGULATORY REVIEW-**

All wetlands are regulated by Maine Department of Environmental Protection (DEP) under the Natural Resources Protection Act (NRPA) and by the U.S. Army Corps of Engineers (Corps) under the Programmatic General Permit (PGP). The DEP also defines specific types of wetlands as Wetlands of Special Significance (WOSS) if they meet the specific criteria of Section 4 of Chapter 310 of the NRPA. Based on AE's assessment of the wetlands, the wetlands do not meet the definition of a WOSS. Under the NRPA, Section 480-Q, wetland impacts less than 4,300 sq. ft. do not require a permit from the DEP. If the proposed project alters more than this amount, AE suggests that impacts to these wetlands and/or the associated buffers should be reviewed by the U.S. Army Corps of Engineers and the Maine Department of Environmental Protection before any soil disturbance onsite.

### **TOWN OF BRUNSWICK-**

The Town of Brunswick regulates Freshwater Wetlands as, "a freshwater swamp, marsh, bog, or similar area other than a forested wetland which is:

A. Of ten or more contiguous acres; or of less than ten contiguous acres and adjacent to a surface water body, excluding any river or stream, such that in a natural state, the combined surface area is in excess of ten acres; and

B. Inundated or saturated by surface or ground water at a frequency and for a duration sufficient to support, and that under normal circumstances does support, a prevalence of wetland vegetation typically adapted for life in saturated soils. Freshwater wetlands may contain small stream channels or inclusions of land that do not conform to the criteria of this definition.

All three wetlands are forested wetlands less the 10 acres in size and therefore do not meet the Town's definition as a freshwater wetlands; however, AE suggests you contact the Town of Brunswick Planning Department prior to any soil disturbance onsite.

Thank you for the opportunity to work with you on this project. Should you have any additional questions, please do not hesitate to contact me at 207-837-2199 or via email at tim@atlanticensviromaine.com.

Sincerely,  
Atlantic Environmental LLC.



Timothy A. Forrester, Owner  
PWS #1933



**Photograph One. View of drainage ditch that begins at culvert under Neptune Drive. Photographer: Lisa Vickers Atlantic Environmental, LLC. Date: August 8, 2017.**



**Photograph Two. Additional view of drainage ditch that begins at culvert under Neptune Drive. Photographer: Lisa Vickers Atlantic Environmental, LLC. Date: August 8, 2017.**



**Photograph Three. View of W1 and dominant vegetation. Photographer: Lisa Vickers Atlantic Environmental, LLC. Date: August 8, 2017.**



**Photograph Four. View of W1 and dominant vegetation. Photographer: Lisa Vickers Atlantic Environmental, LLC.  
Date: August 8, 2017.**



**Photograph Five. View of W2 and dominant vegetation. Photographer: Lisa Vickers Atlantic Environmental, LLC.  
Date: August 29, 2017.**

June 19, 2020

Curtis Neufeld  
Sitelines, PA  
119 Purinton Road  
Brunswick, Maine 04011

## **RE: Test Pit Excavations, Brunswick Landing in Brunswick, Maine**

Mr. Neufeld:

At your request, a total of 15 test pits were excavated at 4 general areas within a residential development known as Brunswick Landing in Brunswick, Maine. Four test pits were excavated off of Forrestal Drive, one near the intersection of Coral Sea Street and Guadalcanal street, six off of Intrepid Street and 4 off of Neptune Drive. Test Pit locations are shown on Figures 1 through 4 included in Attachment 1.

The purposes of the test pit excavations were to classify soil types, identify depth to groundwater and determine the depth to seasonal high groundwater levels based on the occurrence of mottling observed in the test pits.

### **DATE OF INVESTIGATION**

June 9, 2020. Weather conditions were partly cloudy with a temperature of about 65 degrees. Excavations were completed on vacant Lots within the development. Prior to completing excavations, locations were marked and cleared by Dig Safe.

### **METHOD OF INVESTIGATION**

Test pits were excavated using a Takeuchi TB-135 rubber tracked mini-excavator. Test pits were excavated to depths between 5.5 feet and 7 feet below ground surface (bgs). After soils were visually classified, a representative sample was collected from 13 of the 15 test pits for potential future laboratory analysis. The test pits were backfilled to existing grade with excavated material and compacted with the excavator bucket.

### **METHOD OF GROUND CONTROL**

Visual observation and estimated distances to nearby landmarks (roadways, treelines, structures, etc.) were used to estimate boring locations. The approximate locations of the borings are shown on the Figures included in Attachment 1. A pin flag with the test pit number was placed at each location following completion of backfilling.

## BACKGROUND

A review of the United States Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) soil survey data indicates that the majority of the Brunswick Landing development is within the Deerfield Soil Series. Portions of the investigation area along Neptune Drive are mapped as being in the Walpole Soil Series, although due to the scale of NRCS mapping, the boundary between Deerfield and Walpole Soils should be considered approximate.

General soil descriptions contained in the Cumberland County Soil Survey (1974) for both the Deerfield and Walpole Series indicate deep soils with a 6 to 24-inch thick loamy sand surface stratum underlain by a sandy substratum. Topography is flat to gently sloping with relatively high water tables. The substratum is characterized as having “very rapid” permeability with permeability rates of greater than 6.3 inches per hour.

Soil descriptions from the 1974 USDA Soil Survey are included in Attachment 2.

## TEST PIT FINDINGS

Soil conditions were similar to the descriptions contained in the 1974 Soil Survey and generally consistent at all 4 investigation areas. However, surface stratum varied in composition at several test pit locations. In particular, fill materials consisting of rocks, gravel, asphalt and crushed stone were encountered at test pit locations 7 (Intrepid St.) and test pits 12-15 off of Neptune Drive. Thickness of Fill materials was greatest along Neptune Drive where up to 2 feet of Fill was common. Construction debris consisting of bricks, siding and crushed stone was encountered at test pit 8 off of Intrepid Drive.

A gray silt with very thin fine sand seams was encountered at a depth of 3.5 (TP-2) and 5 feet bgs (TP-3) off of Forrestal Drive and a depth of 6.5 feet in test pit 15 off of Neptune Drive. This laminated Silt was not encountered in other test pits.

Mottling (evidence of seasonal-high water table) was observed within the sand substratum at each test pit location at depths ranging from 2.5 to 5 feet bgs. Groundwater seepage was present at most test pit locations at depths of 3.5 to 6 feet bgs. Depths to mottling and groundwater seepage were greater at areas of slightly higher topographic elevations within investigation areas. Iron streaking in the upper portion of the sand substratum was common likely due to infiltration through overlying topsoil and fill materials. A notable cemented horizon was observed in the sand substratum at test pit 15 that likely is associated with the relatively thick surface fill encountered at this location.

Gradual transitions from the tan colored sand substratum to an underlying gray sand appears to occur due to increasing moisture content rather than a geologic depositional change. No significant compositional change was observed between the tan and gray sand.

Bedrock was not encountered in any of the test pits.

Individual test pit logs are included in Attachment 3 and a photolog of representative test pits is included in Attachment 4.

## CONCLUSIONS

Soil substratum encountered in the test pits excavated as part of this investigation are consistent with the descriptions of the Deerfield and Walpole soil series. Surface soil stratum varied significantly in investigation areas and would be attributable to the historic development as air base housing and now residential housing. Many test pits encountered reworked and disturbed loamy sand as well as fill materials typical of construction projects.

Infiltration rates in the sand substratum would be expected to be high, although constrained by the depth to seasonal high water tables at individual locations.

If you have any questions concerning this letter, please feel free to contact me.

Sincerely,



Michael A. Deyling, C.G., LSE  
Certified Geologist, Licensed Site Evaluator

Attachments



## **ATTACHMENT 1**

### **TEST PIT LOCATION FIGURES**

FIGURE 1 FORRESTAL DRIVE TEST PIT LOCATIONS

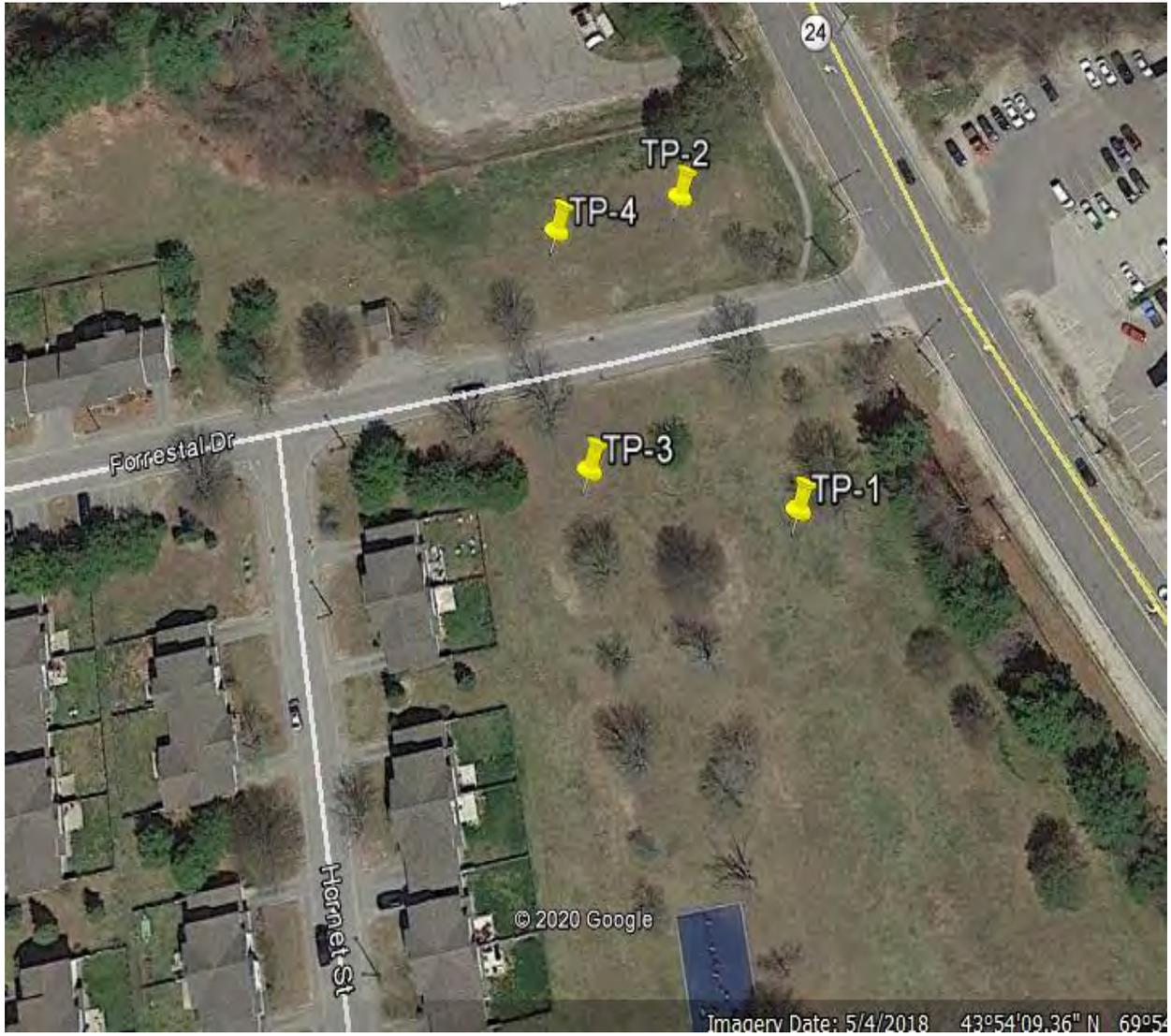


FIGURE 2 CORAL SEA TEST PIT LOCATION



FIGURE 3 INTREPID STREET TEST PIT LOCATIONS



FIGURE 4 NEPTUNE DRIVE TEST PIT LOCATIONS



**ATTACHMENT 2**

**NRCS SOIL DESCRIPTIONS**

# SOIL SURVEY

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## **Cumberland County, Maine**

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UNITED STATES DEPARTMENT OF AGRICULTURE  
• Soil Conservation Service  
In cooperation with  
MAINE AGRICULTURAL EXPERIMENT STATION  
Issued August 1974

and hilly areas. Depth to bedrock is about 16 inches, but the profile otherwise is similar to the one described as representative of the series. Runoff is medium to rapid, and available water capacity is low. Included in mapping are small areas of Hermon and Peru soils. Also included are a few areas that have stones on the surface.

This Canaan soil can be used as permanent pasture and woodland. For woodland use white pine and white spruce are suitable for planting, but seedling mortality is severe. Also, equipment limitations are moderate because of many rock outcrops, and susceptibility to windthrow is moderate because of shallowness to bedrock. Limitations are severe on this soil for community and recreational uses because of the shallowness to bedrock, many rock outcrops, and steepness of slope. Capability unit VIe-1; woodland group 4x1; wildlife group 8.

Canaan very rocky sandy loam, 20 to 60 percent slopes (CeE).—This soil is on the lower part of the slopes of small mountains and hills. Except that depth to bedrock is about 14 inches, its profile is similar to the one described as representative of the series. Runoff is very rapid. Included in mapping are small areas that have stones on the surface. Also included are areas that have a few rock outcrops and areas that have many rock outcrops.

This Canaan soil can be used as woodland, wildlife habitat, scenic vistas, and ski areas. For woodland use white pine and white spruce are suitable for planting, but seedling mortality is severe, and equipment limitations are severe because of rock outcrops and steepness of slope. Also, the hazard of windthrow is moderate because of shallowness to bedrock, and the hazard of erosion is moderate. Limitations are severe on this soil for community and recreational uses because of shallowness to bedrock, rock outcrops, and steepness of slope, except in places where steep areas are used for skiing. Capability unit VIIe-1; woodland group 4x2; wildlife group 8.

## Coastal Beaches

Coastal beaches (Ck) consists of postglacial river or glacial outwash deposits of rounded sand or pebbles, or of both, that have been reworked by the action of ocean waves. In places cobblestones, large boulders, and stones are in these areas. This mapping unit is south of Portland. The vegetation consists of wild saltgrass and of a few stands of stunted pine and spruce.

Permeability is very rapid in Coastal beaches. This land type is subject to tidal flooding, and has a fluctuating water table. It is not suited to crops and trees. This unit is useful mainly as swimming areas and as scenic vistas. Capability unit VIIIe-5; woodland group, not suited to growing trees for commercial purposes; wildlife group 13.

## Cut and Fill Land

Cut and fill land (Cu) consists of excavated soil material and bedrock at highway, airport, and building sites that have been redistributed in adjacent areas to depths of from 2 to 15 feet. The material consists of sandy,

clayey, silty, cobbly, and gravelly sediment separately or in various combinations.

Because of the variability of the material of cut and fill land at any one location, onsite investigation is needed to determine the suitability of this land type for a particular use. Capability unit, unclassified; woodland group, needs onsite investigation; wildlife group, needs onsite investigation.

## Deerfield Series

The Deerfield series consists of deep, moderately well drained, nearly level to gently sloping, coarse-textured soils. These soils formed in sands of glacial outwash origin. They are on terraces in the central and coastal parts of the county.

A representative profile of a Deerfield soil in a cultivated area has a surface layer of brown loamy sand 10 inches thick. The upper 5 inches of the subsoil is yellowish-brown, friable loamy sand, and the lower 9 inches is light olive-brown, loose unstratified sand that has strong-brown mottles. The substratum, at a depth of 24 inches, is olive, loose unstratified sand that has strong-brown and reddish-brown mottles.

A water table is at a depth of 1 to 2½ feet in spring and during periods of heavy precipitation. Depth to bedrock is 5 feet or more. Permeability is very rapid, but the seasonal high water table affects internal drainage for critical periods. These soils have low available water capacity.

Most of the acreage of Deerfield soils is cultivated but many areas are wooded. Common species are white pine, spruce, balsam fir, gray birch, beech, red maple, and sugar maple.

Representative profile of Deerfield loamy sand, 0 to 3 percent slopes, 0.25 mile east of the junction of Ash Swamp Road and Hearn Road on north side of road in Scarborough Township:

- Ap—0 to 10 inches, brown (10YR 4/3) loamy sand; weak, fine, granular structure; friable when moist; many roots; strongly acid; abrupt, smooth boundary.
- B21—10 to 15 inches, yellowish-brown (10YR 5/6) loamy sand; weak, fine, granular structure; friable when moist; common roots; strongly acid; clear, wavy boundary.
- B22—15 to 24 inches, light olive-brown (2.5Y 5/4) unstratified sand; common, medium, distinct, strong-brown (7.5YR 5/8) mottles; single grain; loose when moist; a few roots; strongly acid; clear, wavy boundary.
- C—24 to 60 inches, olive (5Y 5/3) unstratified sand; many, medium, distinct to prominent, strong-brown (7.5YR 5/6) and reddish-brown (5YR 4/8) mottles; single grain; loose when moist; strongly acid.

The solum ranges from 15 to 30 inches in thickness, and depth to mottling in the solum ranges from 15 to 30 inches. Reaction ranges from strongly acid to medium acid in the solum and in the C horizon.

The Ap horizon is brown (10YR 4/3) or very dark grayish brown (10YR 3/2) and ranges from loamy sand to fine sandy loam. In undisturbed areas an A1 horizon is thinner than the Ap horizon, but it is similar in texture and in color. In undisturbed areas the B21 horizon is somewhat thicker than is indicated above. The B horizon ranges from loamy sand to sand and from friable to loose. The C horizon is olive (5Y 5/3) or dark gray (5Y 4/1) and ranges from loamy sand to coarse sand.

Associated with the Deerfield soils in the landscape are the Au Gres, Saugatuck, Scarboro, Sebago, and Windsor soils.

Deerfield soils are similar to these soils, but Au Gres and Saugatuck soils are somewhat poorly drained, and Windsor soils are excessively drained. Deerfield soils lack the ortstein layer that is present in Saugatuck soils. Deerfield soils are mineral soils, but Sebago soils are organic soils.

**Deerfield loamy sand, 0 to 3 percent slopes (DeA).—**This soil has the profile described as representative of the series. It is on terraces. Included in mapping are small areas of Hinckley, Walpole, and Windsor soils. Also included are small areas of soils that have a finer textured substratum.

Runoff is slow. Available water capacity is low, though moisture generally is ample for most of the growing season because of a seasonal high water table. Late in summer the water table is lower, and this soil becomes droughty in places.

This Deerfield soil is suited to hay, pasture, row crops, and woodland. Wetness in spring is a concern of management. This soil does not respond well to fertilizer. For woodland use white pine and red pine are suitable for planting. Limitations are moderate to severe on this soil for community and recreational uses because of seasonal wetness and a seasonal high water table. Capability unit IIIw-5; woodland group 4c1; wildlife group 2.

**Deerfield loamy sand, 3 to 8 percent slopes (DeB).—**This soil is on terraces. Included in mapping are small areas of Hinckley, Walpole, and Windsor soils. Also included are small areas of soils that have a fine-textured substratum.

Runoff is slow. Available water capacity is low, though moisture generally is ample for most of the growing season because of a seasonal high water table. In late summer the water table is lower, and this soil becomes droughty in places.

This Deerfield soil can be used for hay, pasture, row crops, or woodland. Wetness in spring is a concern of management. The soil does not respond well to fertilizer. For woodland use white pine and red pine are suitable for planting. Limitations are moderate to severe on this soil for community and recreational uses because of seasonal wetness and a seasonal high water table. Capability unit IIIw-5; woodland group 4c1; wildlife group 2.

## Dune Land

Dune land (Du) consists of deposits of fine and medium sand of glacial outwash and eolian origin. Slopes are short and undulating to steep. These deposits have not developed a profile because of shifting sands, a lack of vegetation, and biotic activity. Included in mapping are small areas of excessively drained Windsor loamy sands.

Dune land has severe or very severe limitations for farming and for woodland, community, and recreational uses. Capability unit VIIIc-3; woodland group 6s1; wildlife group 13.

## Elmwood Series

The Elmwood series consists of deep, nearly level to undulating, moderately well drained soils. These soils formed in moderately coarse textured sediment of glacio-

fluvial origin that overlies fine textured and moderately fine textured sediment of marine and lacustrine origin. These soils are on terraces adjacent to streams and rivers in the central lowland and in the coastal areas.

A representative profile of an Elmwood soil in a cultivated area has a surface layer of dark-brown fine sandy loam 8 inches thick. Below the surface layer is 7 inches of yellowish-brown, friable sandy loam, which overlies 7 inches of light olive-brown sandy loam that has strong-brown mottles. At a depth of 22 inches is 3 inches of light olive-gray, massive sandy loam that has dark yellowish-brown mottles. This layer is underlain by 7 inches of pale-olive, firm sandy clay loam that has yellowish-brown mottles. The substratum, at a depth of 32 inches, is olive, firm silty clay loam.

The water table is at a depth of 1 to 2½ feet in spring and during periods of heavy precipitation. Depth to bedrock is 5 feet or more.

Most areas of these soils are used for farming, but a few areas are wooded. The stands consists mainly of red pine, white pine, and northern hardwoods.

Representative profile of Elmwood fine sandy loam, 0 to 8 percent slopes, 0.3 mile north of the York County and Cumberland County line on the east side of U.S. Highway No. 1 in Scarborough Township:

- Ap-0 to 8 inches, dark-brown (10YR 4/8) fine sandy loam; weak, fine, granular structure; very friable; many roots; medium acid; abrupt, smooth boundary.
- B21-8 to 15 inches, yellowish-brown (10YR 5/6) sandy loam; weak, very fine, granular structure; friable; common roots; medium acid; clear, wavy boundary.
- B22-15 to 22 inches, light olive-brown (2.5Y 5/6) sandy loam; common, medium, distinct, strong-brown (7.5YR 5/8) mottles; massive; friable; a few roots; medium acid; clear, wavy boundary.
- A'2-22 to 25 inches, light olive-gray (5Y 6/2) sandy loam; common, medium, distinct, dark yellowish-brown (10YR 4/4) mottles; massive; friable; medium acid; abrupt, wavy boundary.
- IIB'2-25 to 32 inches, pale olive (5Y 6/8) sandy clay loam; common, medium, distinct, yellowish-brown (10YR 5/8) mottles; moderate, fine, subangular blocky structure; firm; a few clay or silt coatings on vertical faces of peds and a very few on horizontal faces; thin silt and clay coatings in channels and pores; slightly acid; clear, wavy boundary.
- IIC-32 to 60 inches, olive (5Y 4/3) silty clay loam; moderate, medium to thick, platy structure; firm; manganese stains on horizontal and vertical faces of peds; thin discontinuous coatings of fine silt on all faces of peds; faces are greenish-gray (6GY 6/1); slightly acid to neutral.

The solum ranges from 19 to 28 inches in thickness. Reaction ranges from strongly acid to slightly acid in the solum and from slightly acid to neutral in the C horizon.

The Ap horizon ranges from fine sandy loam to loam or sandy loam. The B21 and B22 horizons range from fine sandy loam to sandy loam. In the B21 horizon hue is 7.5YR, 10YR, or 2.5Y; value ranges from 3 to 5; and chroma ranges from 3 to 6. The IIB'2 horizon is sandy clay loam, silty clay loam, silty clay, or clay loam.

Associated with Elmwood soils in the landscape are Burton, Melrose, Scantic, Suffield, Swanton, and Whately soils. Elmwood soils are moderately well drained, Swanton soils are somewhat poorly drained to poorly drained, and Whately soils are very poorly drained. Elmwood soils are moderately coarse textured to a depth of about 24 inches and moderately fine and fine textured below. They are coarser textured in the upper part than Burton, Suffield, and Scantic soils, which are medium textured throughout.

line and 1,000 feet east of Sligo Road in Yarmouth Township:

- Ap—0 to 9 inches, dark grayish-brown (10YR 4/2) fine sandy loam; moderate, fine, granular structure; friable when moist; many roots; strongly acid; abrupt, smooth boundary.
- A2g—9 to 14 inches, light olive-gray (5Y 6/2) fine sandy loam; common, medium, distinct, light olive-brown (2.5Y 5/6) mottles; weak, very fine, granular structure; friable when moist; many roots; strongly acid; abrupt, wavy boundary.
- B21g—14 to 19 inches, olive-gray (5Y 5/2) fine sandy loam; many, coarse, distinct, light olive-brown (2.5Y 5/6) mottles; weak, very fine, granular structure; friable when moist; strongly acid; clear, wavy boundary.
- B22g—19 to 28 inches, olive (5Y 5/4) fine sandy loam; common, coarse, distinct, yellowish-brown (10YR 5/8) mottles; moderate, medium, subangular blocky structure; friable when moist; strongly acid; clear, wavy boundary.
- A'2g—28 to 32 inches, light olive-gray (5Y 6/2) fine sandy loam; common, coarse, distinct, yellowish-brown (10YR 5/8) mottles; weak, thin, platy structure; friable when moist; strongly acid; abrupt, wavy boundary.
- IIB'g—32 to 45 inches, olive (5Y 5/3) silty clay; common, medium, distinct, olive-brown (2.5Y 4/4) mottles; weak, medium, platy structure; firm when moist; a few silt films and black stains on faces of pedis; slightly acid; clear, wavy boundary.
- IICg—45 to 60 inches, olive (5Y 4/3) silty clay; common, medium, distinct, light olive-brown (2.5Y 5/4) mottles; weak, thick, platy structure; firm when moist; a few silt films and black stains on faces of pedis; neutral.

The moderately coarse textured material ranges from 18 to 40 inches in thickness. Reaction ranges from strongly acid to medium acid in the moderately coarse textured material and from medium acid to neutral in the finer textured material.

In the Ap horizon hue is 10YR or 7.5YR, value is 2 to 4, and chroma is 1 or 2. In undisturbed areas an A1 horizon is similar in color and in texture to the Ap horizon, but it is thinner. In the B2g horizons hue ranges from 10YR to 5Y, value ranges from 8 to 5, and chroma ranges from 1 to 4. The B2g horizons range from fine sandy loam to sandy loam.

Associated with Swanton soils in the landscape are Elmwood, Melrose, and Whately soils. Swanton soils are similar to these soils, but Melrose soils are well drained, Elmwood soils are moderately well drained, and Whately soils are very poorly drained.

**Swanton fine sandy loam (Sz).**—This is the only Swanton soil mapped in the county. It is in depressional areas. Included in mapping are small areas of Elmwood, Scantic, and Whately soils.

Permeability is moderate to moderately rapid above the fine-textured material and very slow within it. Runoff is slow, and available water capacity is high. This soil is wet throughout the year, and it receives large quantities of runoff from surrounding soils when it rains.

This Swanton soil can be used for row crops, hay and pasture, and as woodland if drainage is provided. Locating suitable drainage outlets is a concern of management. For woodland use, white pine and white spruce are suitable for planting, but seedling mortality is severe. In addition, equipment limitations are severe because of wetness, and the windthrow hazard is severe because the roots of most plants are restricted to the zone above the water table. This soil has very severe limitations for most community uses, principally because of a high water table. It also has very severe limitations for all recreational uses, principally because of excess wetness and a high water

table. This soil is well suited to habitat for wetland wildlife and to small ponds. Capability unit IIIw-8; woodland group 5w1; wildlife group 3.

## Tidal Marsh

Tidal marsh (Tm) is adjacent to the coast, mostly in the Dunstan marshes (Scarboro) and near Cousins River (Yarmouth). The areas are nearly level. This land type has an organic surface layer that extends to a depth of about 2 feet. Below this layer, to a depth of 5 feet or more, are layers of grayish-brown silt, clay, and sand that vary in thickness. Vegetation consists mainly of grasses that can tolerate salt.

Runoff is slow on this land type. Tidal marsh is subject to flooding daily by tidal water. It is not suitable for farming because of a high concentration of salt. Tidal marsh is useful mainly as feeding and breeding areas for birds and other wildlife. Capability unit VIIIw-99; woodland group, not suited to growing trees for commercial purposes; wildlife group 14.

## Walpole Series

The Walpole series consists of deep, nearly level, poorly drained to somewhat poorly drained, moderately coarse textured to coarse textured soils. These soils formed in glacial outwash sediment. They are in lowland areas adjacent to eskers (horsebacks) in the central, northern, and western parts of the county.

A representative profile of a Walpole soil in a cultivated area has a surface layer of very dark grayish-brown fine sandy loam 8 inches thick. The subsoil is 12 inches of light brownish-gray, friable fine sandy loam that has strong-brown and light olive-gray mottles in the upper part and brownish-yellow mottles in the lower part. The substratum, at a depth of 20 inches, is light yellowish-brown to olive-gray, friable to loose loamy sand and gravelly loamy sand that has strong-brown and dark-brown mottles.

A water table is at a depth of 1 foot in spring and during periods of heavy precipitation. Depth to bedrock is 5 feet or more.

Many areas of Walpole soils are wooded, but a few areas are used for farming. Common species are American elm, red maple, white pine, eastern hemlock, balsam fir, and white spruce.

Representative profile of Walpole fine sandy loam, 1 mile south on U.S. Highway No. 302 from the junction with Methodist Road and 100 feet east of the road in Westbrook Township:

- Ap—0 to 8 inches, very dark grayish-brown (10YR 3/2) fine sandy loam; moderate, medium, granular structure; friable when moist; many roots; strongly acid; abrupt, wavy boundary.
- B21—8 to 14 inches, light brownish-gray (10YR 6/2) fine sandy loam; common, fine, distinct, strong-brown (7.5YR 5/6) and light olive-gray (5Y 6/2) mottles; weak, medium, granular structure; friable when moist; common roots; strongly acid; abrupt, wavy boundary.
- B22—14 to 20 inches, light brownish-gray (2.5Y 6/2) fine sandy loam; many, fine, distinct, brownish-yellow (10YR 6/3) mottles; weak, fine, granular structure; friable when moist; very few roots; strongly acid; clear, wavy boundary.

**IIC1**—20 to 26 inches, light yellowish-brown (2.5Y 6/4) loamy sand; many, coarse, distinct, strong-brown (7.5YR 5/6) mottles; weak, fine, granular structure; friable when moist; strongly acid; clear, wavy boundary.

**IIC2**—26 to 60 inches, olive-gray (5Y 5/2) gravelly loamy sand; common, coarse, prominent, dark-brown (7.5YR 4/4) mottles; single grain; loose when moist; 20 percent gravel; strongly acid.

The solum ranges from 18 to 28 inches in thickness. The content of coarse fragments in the solum ranges from 0 to 20 percent, but it is as much as 40 percent in the IIC horizons.

The Ap horizon, as well as its gravelly analogs, ranges from fine sandy loam to sandy loam. In undisturbed areas an A1 horizon that is similar in color and texture to the Ap horizon is present, but it is slightly thinner. The B21 horizon is slightly thicker in undisturbed areas. In the B2 horizons hue is 10YR or 2.5Y, value ranges from 4 to 6, and chroma is 2 or less. The B2 horizons, as well as their gravelly analogs, range from fine sandy loam to sandy loam in texture. In the IIC horizons hue ranges from 10YR to 5Y, value ranges from 4 to 6, and chroma ranges from 1 to 6. The IIC horizons, as well as their gravelly analogs, range from sand to loamy sand in texture.

Associated with Walpole soils in the landscape are the Deerfield, Hineckley, Scarboro, and Sebago soils. Walpole soils are similar to these soils, but Hineckley soils are excessively drained, Deerfield soils are moderately well drained, and Scarboro soils are very poorly drained. Sebago soils formed in deep organic deposits.

**Walpole fine sandy loam (Wc)**.—This is the only Walpole soil mapped in the county. It is in low-lying areas adjacent to eskers (horsebacks). Included in mapping are small areas of Deerfield and Scarboro soils.

This soil is wet throughout the year. Runoff is slow. Permeability is moderately rapid in the subsoil and rapid in the substratum. Internal drainage is affected by a high water table.

This Walpole soil can be used for row crops, pasture, and hay if artificial drainage is provided. It can also be used as woodland. White pine, white spruce, and white cedar are suitable for planting, but seedling mortality is severe. In addition, equipment limitations are severe because of wetness, and the windthrow hazard is severe because of a shallow root zone. This soil has severe or very severe limitations for all community and recreational uses, principally because of a high water table. It is well suited to habitat for wetland wildlife. Capability unit IIIw-5; woodland group 4w1; wildlife group 3.

## Whately Series

The Whately series consists of deep, nearly level, very poorly drained soils. These soils formed in moderately coarse textured sediment of glaciofluvial origin over fine-textured sediment of marine and lacustrine origin. They are in depressions in the coastal part of the county.

A representative profile of a Whately soil in an uncultivated area has an organic mat of very dark grayish brown, 2 inches thick, over a surface layer of very dark grayish-brown fine sandy loam, 7 inches thick, that contains a few gray spots. This layer is underlain by 12 inches of gray, loose sandy loam that has light olive-brown mottles. The upper 7 inches of the subsoil is gray, firm silty clay loam that has light brown mottles. The lower 12 inches of the subsoil is olive-gray, firm silty clay that has yellowish-brown mottles. The substratum, at a depth of 38 inches, is olive-gray, firm clay that has light olive-brown mottles.

A water table is at a depth of 1 foot throughout the year. Depth to bedrock is 5 feet or more.

Nearly all areas of Whately soils are in unproductive woodland and brush. Common species are speckled alder, red maple, American elm, and sedges and wetland brush.

Representative profile of Whately fine sandy loam, along State Route 114 across from Scarboro High School in Scarborough Township:

**O2**—2 inches to 0, very dark grayish-brown (10YR 3/2) decomposed organic material; very strongly acid; abrupt, smooth boundary.

**A1**—0 to 7 inches, very dark grayish-brown (10YR 3/2) fine sandy loam; a few gray (10YR 5/1) spots; weak, fine, granular structure; friable when moist; many roots; medium acid; abrupt, smooth boundary.

**A2g**—7 to 19 inches, gray (5Y 5/1) sandy loam; common, fine, distinct, light olive-brown (2.5Y 5/4) mottles in the lower part; single grain; loose when moist; common roots; medium acid; abrupt, wavy boundary.

**IIB21g**—19 to 26 inches, gray (10YR 5/1) silty clay loam; many, medium, distinct, light-brown (7.5YR 6/4) mottles; weak, medium, subangular blocky structure; firm when in place, friable when moved; a few roots; slightly acid.

**IIB22g**—26 to 38 inches, olive-gray (5Y 5/2) silty clay; many, medium, distinct, yellowish-brown (10YR 5/8) mottles; moderate, medium, subangular blocky structure; firm when in place, friable when moved; a few silt films on faces of peds; slightly acid; clear, wavy boundary.

**IICg**—38 to 60 inches, olive-gray (5Y 5/2) clay; common, medium, distinct, light olive-brown (2.5Y 5/4) mottles; massive; firm when moist; a few silt films on faces of peds; neutral.

The moderately coarse textured materials range from 18 to 40 inches in thickness. Reaction ranges from medium acid to slightly acid in the moderately coarse textured material and from slightly acid to neutral in the fine-textured material.

In the A1 horizon hue ranges from 10YR to 5Y, value ranges from 3 to 5, and chroma is 1 or 2. In the IIBg horizons hue ranges from 10YR to 5Y, value ranges from 4 to 6, and chroma is 1 or 2. The IICg horizon ranges from silty clay loam to clay in texture.

Associated with Whately soils in the landscape are Elmwood, Melrose, and Swanton soils. Whately soils are similar to these soils, but Melrose soils are well drained, Elmwood soils are moderately well drained, and Swanton soils are poorly drained to somewhat poorly drained.

**Whately fine sandy loam (Wg)**.—This is the only Whately soil mapped in the county. It is in depressional areas. Included in mapping are small areas of Sebago and Swanton soils. Also included are small areas of soils that are finer textured at a depth of more than 48 inches.

Permeability is moderate to moderately rapid above the fine-textured material and very slow within it. Runoff is very slow, and available water capacity is high. This soil is wet throughout the year, and it receives large quantities of runoff from surrounding soils when it rains.

This Whately soil can be used for limited hay and pasture if drainage is provided. Locating suitable drainage outlets is a concern of management. This soil is too wet for row crops, even if drainage is provided. It is not suited to trees. Limitations are very severe for almost all community uses, principally because of a high water table. Limitations are very severe for most recreational uses, principally because of excess surface water frequently throughout the year, as well as a high water table. This soil is well suited to habitat for wetland wildlife and to small ponds. Capability unit Vw-8; woodland

TABLE 6.—Estimated engineering

Soil series and map symbols	Depth to—		Depth from surface (typical profile)	Classification		
	Bedrock	Seasonal high water table		USDA texture	Unified	AASHTO
Biddesford: Bo.....	Feet >5	Feet 0-1	Feet 0-4	Silt loam.....	ML, CL, OL, CH	A-4, A-6, A-7
			4-33	Silty clay.....	CL, CH	A-7
			33-60	Silty clay loam.....	CL, CH	A-6, A-7
Buxton: BuB, BuC2.....	>5	1-2½	0-12	Silt loam.....	ML, CL	A-4, A-6, A-7
			12-60	Silty clay.....	MH, CL	A-6, A-7
Canaan: CaB, CaC, CeB, CeC, CeE.....	1-1½	( <sup>1</sup> )	0-12	Sandy loam.....	SM	A-2
			12-18	Gravelly sandy loam.....	SM	A-1, A-2
			18	Granite.		
Deerfield: DeA, DeB.....	>5	1-2½	0-15	Loamy sand.....	SM, SP-SM	A-2, A-3, A-4
			15-60	Sand.....	SP, SM, SP-SM	A-1, A-2, A-3
Elmwood: EmB.....	>5	1-2½	0-8	Fine sandy loam.....	SM	A-2, A-4
			8-25	Sandy loam.....	SM	A-2, A-4
			25-60	Silty clay loam.....	ML, CL	A-6
Hartland: HfB, HfC2, HfD2.....	>5	3-5	0-23	Silt loam.....	ML, ML-CL	A-4
			23-29	Very fine sandy loam.....	ML, ML-CL	A-4
			29-60	Loamy very fine sand and silt.	ML, ML-CL	A-4
Hermon: HgB, HgC, HgD, HhB, HhC, HhD, HhE, HhE.	>5	3-5	0-5	Sandy loam.....	SM	A-2, A-4
			5-15	Gravelly sandy loam.....	SM, GM	A-1, A-2
			15-60	Gravelly loamy sand.....	SM, GM, SP- SM, GP- GM	A-1, A-2
*Hinokley: Hib, Hic, Hid, HnB, HnC, HnD. For Suffield part of HnB, HnC, and HnD, see Suffield series.	>5	>5	0-10	Gravelly sandy loam.....	SM, ML	A-1, A-2, A-4
			10-19	Gravelly loamy sand.....	SM, GM, GP-GM	A-1, A-2
			19-60	Very gravelly sand.....	GP-GM, GP, SP, SP-SM	A-1
Hollis: HrB, HrC, HrD, HsB, HsC, HsE.	1-1½	( <sup>1</sup> )	0-8	Fine sandy loam.....	SM, ML	A-2, A-4
			8-18	Fine sandy loam.....	SM, ML	A-2, A-4
			18	Schist bedrock.		
*Limerick: Ls..... For Saco part, see Saco series.	>5	0-1	0-21	Silt loam.....	ML, OL, OH	A-4
			21-60	Silt loam.....	ML	A-4
Lyman: LyB, LyC, LzB, LzC, LzE.....	1-1½	( <sup>1</sup> )	0-8	Fine sandy loam.....	SM, ML	A-2, A-4
			8-16	Sandy loam.....	SM, ML, ML-CL	A-2, A-4
			16	Schist bedrock.		
Melrose: MeC.....	>5	>5	0-23	Fine sandy loam.....	SM, ML	A-2, A-4
			23-60	Silty clay.....	MH, CL	A-7
Merrimac: MkB, MkC.....	>5	>5	0-16	Fine sandy loam.....	SM, ML	A-2, A-4
			16-24	Gravelly sandy loam.....	SM	A-1, A-2
			24-60	Very gravelly sand.....	SP, GP	A-1
Ondawa: On.....	>5	>3	0-9	Fine sandy loam.....	SM, ML	A-2, A-4
			9-30	Fine sandy loam.....	SM, ML	A-2, A-4
			30-60	Loamy fine sand, sand.....	SM, ML	A-2, A-4
Paxton: PbB, PbC, PbD, PfB, PfC, PfD.	>5	>3	0-20	Fine sandy loam.....	SM, ML, SM-SC	A-2, A-4
			20-60	Fine sandy loam (fragipan).	SM, ML, SM-SC	A-2, A-4

See footnotes at end of table.

properties of the soils—Continued

Coarse fraction (greater than 3 inches)	Percentage passing sieve—				Permeability	Available water capacity	Reaction	Shrink-swell potential
	No. 4 (4.7 mm.)	No. 10 (2.0 mm.)	No. 40 (0.42 mm.)	No. 200 (0.074 mm.)				
Percent 0	100	100	100	80-100	Inches per hour 0.20-0.63	Inches per inch of soil 0.12-0.30	pH 5.6-6.5	Low or moderate.
0	100	100	100	95-100	<0.20	0.09-0.17	5.6-7.8	Low or moderate.
0	100	100	100	85-100	<0.20	0.09-0.18	6.6-7.8	Low or moderate.
0	100	100	95-100	80-90	0.20-2.0	0.18-0.25	5.0-6.5	Low or moderate.
0	100	100	95-100	80-100	0.06-0.63	0.13-0.25	5.1-6.5	Low or moderate.
5-10	75-90	70-80	65-75	15-35	2.0-6.3	0.10-0.12	4.5-5.5	Low.
0-15	65-95	55-90	40-70	15-35	2.0-6.3	0.14-0.18	4.5-6.0	Low.
0	95-100	80-100	65-90	5-45	2.0-6.3	0.07-0.25	5.1-5.5	Low.
0	95-100	80-100	40-95	0-30	>6.3	0.01-0.13	5.1-6.0	Low.
0	100	95-100	90-100	35-45	0.63-6.3	0.11-0.25	5.1-6.5	Low.
0	100	95-100	90-100	25-35	2.0-6.3	0.09-0.18	5.1-6.5	Low.
0	100	100	95-100	85-100	<0.20	0.10-0.18	6.1-7.3	Low or moderate.
0	100	100	95-100	70-95	0.63-2.0	0.12-0.30	5.1-6.0	Low.
0	100	100	95-100	65-90	0.63-2.0	0.10-0.26	5.1-6.0	Low.
0	100	100	95-100	65-90	0.02-6.3	0.10-0.26	5.6-7.3	Low.
0-20	70-95	65-85	50-75	20-40	>6.3	0.05-0.20	4.5-5.5	Low.
0-20	50-80	40-70	25-60	15-30	>6.3	0.02-0.14	4.5-5.5	Low.
5-30	45-80	40-70	15-50	0-30	>6.3	0.01-0.10	4.5-5.5	Low.
0-35	70-95	60-90	30-85	15-55	>6.3	0.03-0.23	4.0-6.5	Low.
0-35	60-90	50-80	25-75	10-30	>6.3	0.01-0.11	4.0-6.5	Low.
10-40	30-70	20-60	10-50	0-10	>6.3	0.01-0.06	4.0-6.5	Low.
0-15	85-95	80-95	65-80	30-65	2.0-6.3	0.10-0.24	4.5-5.5	Low.
0-15	75-90	65-80	50-65	20-55	2.0-6.3	0.06-0.18	4.5-5.5	Low.
0	100	95-100	90-100	75-95	0.63-2.0	0.16-0.30	5.6-7.3	Low.
0	100	95-100	80-95	55-95	0.63-2.0	0.14-0.26	5.6-7.3	Low.
0-20	65-95	60-90	50-75	30-55	0.63-6.3	0.14-0.23	4.5-5.5	Low.
0-20	65-95	55-90	45-85	25-70	0.63-6.3	0.05-0.23	4.5-6.0	Low.
0	100	95-100	70-100	25-70	0.63-6.3	0.08-0.18	5.1-6.0	Low.
0	100	100	95-100	85-100	<0.20	0.11-0.18	5.1-7.3	Low or moderate.
0-5	80-100	75-95	60-95	30-65	2.0-6.3	0.07-0.20	4.5-6.0	Low.
0-5	65-95	60-90	40-85	20-35	2.0-6.3	0.03-0.15	4.5-6.0	Low.
10-40	40-85	35-80	5-45	0-10	>6.3	0.01-0.06	4.5-6.0	Low.
0	100	95-100	80-100	30-80	2.0-6.3	0.11-0.30	5.1-6.0	Low.
0	100	95-100	80-90	20-60	2.0-6.3	0.09-0.18	5.1-6.0	Low.
0	85-100	80-100	70-85	10-60	2.0-6.3	0.01-0.13	5.1-6.0	Low.
0-20	70-95	65-90	55-85	25-65	0.63-2.0	0.06-0.25	5.1-6.0	Low.
5-15	70-90	60-85	55-75	15-60	<0.63	0.03-0.12	5.1-6.0	Low.

**ATTACHMENT 3**

**TEST PIT EXCAVATION LOGS**

		<b>TEST PIT LOG</b>		Test Pit #	<b>TP-1</b>
		Project: <b>Brunswick Landing</b> Forrestal Drive		Project #:	
		Ground Surface Elevation: NA		Groundwater:	
Contractor: Mike Deyling		Reference: Ground surface			
Equipment: Takeuchi TB-135		Date: 6/9/2020		Weather: partly cloudy, 65 degrees	
Staff: Mike Deyling					
Depth (ft)	DESCRIPTION				
	ENGINEERING		GEOLOGIC/GENERAL		
0.5	TOPSOIL DARK BROWN, LOAMY SAND SOME SILT				
1.0					
1.5					
2.0					
2.5					
3.0	BLACK ORGANIC SAND SEAM POSSIBLE ORIGINAL NATIVE SOIL				
3.5	ORANGE/BROWN, LOOSE MEDIUM SAND IRON STAINING (STREAKING) COMMON TRANSITIONS TO MOIST GRAY SAND AT 3.5'				
4.0	MOTTLING PRESENT AT 4' BELOW GROUND SURFACE (BGS)				
4.5	SEEPAGE (FREE WATER) PRESENT AT 4.5' BGS				
5.0					
5.5					
6.0	BOTTOM OF TEST PT AT 6' BGS				
6.5	SAMPLE COLLECTED AT 4' BGS				
7.0					
7.5					
8.0					
8.5					
9.0					
9.5					
10.0					

		<b>TEST PIT LOG</b>		Test Pit #	<b>TP-2</b>
		Project: <b>Brunswick Landing</b> Forrestal Drive		Project #:	
		Ground Surface Elevation: NA		Groundwater:	
Contractor: Mike Deyling		Reference: Ground surface			
Equipment: Takeuchi TB-135		Date: 6/9/2020		Weather: partly cloudy, 65 degrees	
Staff: Mike Deyling					
Depth (ft)	DESCRIPTION				
	ENGINEERING		GEOLOGIC/GENERAL		
0.5	TOPSOIL - LOAMY SAND				
1.0	TAN, LOOSE MEDIUM GR SAND (DRY)				
1.5	TRANSITIONS TO LIGHT GRAY MEDIUM SAND AT 3' BGS (MOIST)				
2.0					
2.5					
3.0					
3.5					
4.0	GRAY, FIRM SILT WITH THIN (<1/8") FINE SAND LAMINATIONS				
4.5	MOTTLING AT 4' BGS				
5.0	SATURATED (FREE WATER SEEPAGE) AT 5' BGS				
5.5					
6.0	BOTTOM OF TEST PT AT 6' BGS				
6.5	SAMPLE COLLECTED FROM 1-3' BGS				
7.0					
7.5					
8.0					
8.5					
9.0					
9.5					
10.0					

		<b>TEST PIT LOG</b>		Test Pit #	<b>TP-3</b>
		Project: <b>Brunswick Landing</b> Forrestal Drive		Project #:	
		Ground Surface Elevation: NA		Groundwater:	
Contractor: Mike Deyling		Reference: Ground surface			
Equipment: Takeuchi TB-135		Date: 6/9/2020		Weather: partly cloudy, 65 degrees	
Staff: Mike Deyling					
Depth (ft)	<b>DESCRIPTION</b>				
	<b>ENGINEERING</b>		<b>GEOLOGIC/GENERAL</b>		
0.5	TOPSOIL - LOAMY SAND TREE ROOTS COMMON				
1.0					
1.5	LT GRAY SAND (GLEY HORIZON) TO ORANGE/BROWN SAND				
2.0	TAN, LOOSE MEDIUM GR SAND (DRY) TRANSITIONS TO LIGHT GRAY MEDIUM SAND AT 3' BGS (MOIST)				
2.5					
3.0					
3.5					
4.0	MOTTLING AT 4' BGS				
4.5	SATURATED (FREE WATER SEEPAGE) AT 4.5' BGS				
5.0					
5.5	GRAY, FIRM SILT WITH THIN (<1/8") FINE SAND LAMINATIONS				
6.0					
6.5	BOTTOM OF TEST PT AT 6' BGS				
7.0					
7.5	SAMPLE COLLECTED FROM 2-3' BGS				
8.0					
8.5					
9.0					
9.5					
10.0					

		<b>TEST PIT LOG</b>		Test Pit #	<b>TP-4</b>
		Project: <b>Brunswick Landing</b> Forrestal Drive		Project #:	
		Ground Surface Elevation: NA		Groundwater:	
Contractor:	Mike Deyling				
Equipment:	Takeuchi TB-135	Reference:	Ground surface		
Staff:	Mike Deyling	Date:	6/9/2020	Weather:	partly cloudy, 65 degrees
Depth (ft)	DESCRIPTION				
	ENGINEERING	GEOLOGIC/GENERAL			
0.5		TOPSOIL - LOAMY SAND			
1.0		.....			
1.5					
2.0		TAN, LOOSE MEDIUM GR SAND (DRY)			
2.5		TRANSITIONS TO LIGHT GRAY MEDIUM SAND AT 4' BGS (MOIST)			
3.0		MINOR CEMENTATION AT 2.5' BGS			
3.5		ROOTLETS COMMON TO 3' BGS			
4.0					
4.5		MOTTLING AT 3.5' BGS			
5.0		SATURATED (FREE WATER SEEPAGE) AT 5' BGS			
5.5					
6.0					
6.5		BOTTOM OF TEST PT AT 6.5' BGS			
7.0					
7.5		SAMPLE COLLECTED FROM 3' BGS			
8.0					
8.5					
9.0					
9.5					
10.0					

		<b>TEST PIT LOG</b>		Test Pit #	<b>TP-5</b>
Contractor:		Mike Deyling		Project #:	
Equipment:		Takeuchi TB-135		Groundwater:	
Staff:		Mike Deyling		Date: 6/9/2020	
		Ground Surface Elevation:		NA	
		Reference:		Ground surface	
		Weather:		partly cloudy, 65 degrees	
Depth (ft)	DESCRIPTION				
	ENGINEERING		GEOLOGIC/GENERAL		
0.5	TOPSOIL - DARK BROWN LOAMY SAND				
1.0					
1.5					
2.0	TAN, LOOSE MEDIUM GR SAND (DRY)				
2.5	TRANSITIONS TO LIGHT GRAY MEDIUM SAND AT 5' BGS (MOIST)				
3.0	IRON STREAKING COMMON TO 4' BGS				
3.5					
4.0					
4.5	MOTTLING AT 4.5' BGS				
5.0					
5.5	TRANSITION TO GRAY MED GR. SAND (MOIST)				
6.0					
6.5	SATURATED (FREE WATER SEEPAGE) AT 6' BGS				
7.0	BOTTOM OF TEST PT AT 7' BGS				
7.5	SAMPLE COLLECTED FROM 3-3.5' BGS				
8.0					
8.5					
9.0					
9.5					
10.0					

		<b>TEST PIT LOG</b>		Test Pit #	<b>TP-6</b>
		Project: <b>Brunswick Landing</b> Intrepid St		Project #:	
		Ground Surface Elevation: NA		Groundwater:	
Contractor: Mike Deyling		Reference: Ground surface			
Equipment: Takeuchi TB-135		Date: 6/9/2020		Weather: partly cloudy, 65 degrees	
Staff: Mike Deyling					
Depth (ft)	DESCRIPTION				
	ENGINEERING		GEOLOGIC/GENERAL		
0.5	TOPSOIL - DARK BROWN LOAMY SAND				
1.0	TAN, LOOSE MEDIUM GR SAND (DRY) IRON STREAKING COMMON TO 3' BGS ROOTS AND ROOTLETS COMON TO 3' BGS				
1.5					
2.0					
2.5					
3.0	MOTTLING AT 3' BGS				
3.5	TRANSITIONS TO LIGHT GRAY MEDIUM SAND AT 3' BGS (MOIST)				
4.0					
4.5					
5.0	SATURATED (FREE WATER SEEPAGE) AT 4.5' BGS (RAPID INFLOW)				
5.5					
6.0					
6.5	BOTTOM OF TEST PT AT 6' BGS				
7.0					
7.5	SAMPLE COLLECTED FROM 1.5-2.5' BGS				
8.0					
8.5					
9.0					
9.5					
10.0					

		<b>TEST PIT LOG</b>		Test Pit #	<b>TP-7</b>
		Project: <b>Brunswick Landing</b> Intrepid St		Project #:	
		Ground Surface Elevation: NA		Groundwater:	
Contractor: Mike Deyling		Reference: Ground surface			
Equipment: Takeuchi TB-135		Date: 6/9/2020		Weather: partly cloudy, 65 degrees	
Staff: Mike Deyling					
Depth (ft)	DESCRIPTION				
	ENGINEERING		GEOLOGIC/GENERAL		
0.5			FILL, DARK BROWN GRAVEL, ROCKS AND SILT		
1.0			ORANGE BROWN, LOOSE, MED GR SAND TO		
1.5			TAN, LOOSE MEDIUM GR SAND (DRY) IRON STREAKING COMMON TO 3' BGS		
2.0					
2.5			MOTTLING AT 2.5' BGS		
3.0					
3.5					
4.0			TRANSITIONS TO LIGHT GRAY MEDIUM SAND AT 4' BGS (MOIST)		
4.5			SATURATED (FREE WATER SEEPAGE) AT 4.5' BGS		
5.0					
5.5			BOTTOM OF TEST PT AT 5.5' BGS		
6.0					
6.5					
7.0					
7.5			SAMPLE COLLECTED FROM 2.5-3.0' BGS		
8.0					
8.5					
9.0					
9.5					
10.0					

		<b>TEST PIT LOG</b>		Test Pit #	<b>TP-8</b>
		Project: <b>Brunswick Landing</b> Intrepid St		Project #:	
		Ground Surface Elevation: NA		Groundwater:	
Contractor: Mike Deyling		Reference: Ground surface			
Equipment: Takeuchi TB-135		Date: 6/9/2020		Weather: partly cloudy, 65 degrees	
Staff: Mike Deyling					
Depth (ft)	DESCRIPTION				
	ENGINEERING		GEOLOGIC/GENERAL		
0.5	FILL, CONSTRUCTION DEBRIS				
1.0					
1.5					
2.0					
2.5	ORANGE BROWN, LOOSE, MED GR SAND TO TAN MED GR SAND (DRY) IRON STREAKING COMMON				
3.0	MOTTLING AT 2.5' BGS				
3.5	TRANSITIONS TO LIGHT GRAY MEDIUM SAND AT 3' BGS (MOIST)				
4.0	SATURATED (FREE WATER SEEPAGE) AT 3.5' BGS				
4.5					
5.0					
5.5	BOTTOM OF TEST PT AT 5.5' BGS				
6.0					
6.5					
7.0					
7.5	NO SAMPLE COLLECTED				
8.0					
8.5					
9.0					
9.5					
10.0					

		<b>TEST PIT LOG</b>		Test Pit #	<b>TP-9</b>
		Project: <b>Brunswick Landing</b> Intrepid St		Project #:	
		Ground Surface Elevation: NA		Groundwater:	
Contractor: Mike Deyling		Reference: Ground surface			
Equipment: Takeuchi TB-135		Date: 6/9/2020	Weather: partly cloudy, 65 degrees		
Staff: Mike Deyling					
Depth (ft)	<b>DESCRIPTION</b>				
	<b>ENGINEERING</b>		<b>GEOLOGIC/GENERAL</b>		
0.5			TOPSOIL - DARK BROWN SANDY LOAM		
1.0			ORANGE BROWN, LOOSE, MED GR SAND TO TAN MED GR SAND (DRY) IRON STREAKING COMMON		
1.5					
2.0			MOTTLING AT 2.0' BGS		
2.5			TRANSITIONS TO LIGHT GRAY MEDIUM SAND AT 2.5' BGS (MOIST) SATURATED (FREE WATER SEEPAGE) AT 3' BGS		
3.0					
3.5					
4.0					
4.5					
5.0			BOTTOM OF TEST PT AT 5' BGS		
5.5					
6.0			SAMPLE COLLECTED AT 2' BGS		
6.5					
7.0					
7.5					
8.0					
8.5					
9.0					
9.5					
10.0					

		<b>TEST PIT LOG</b>		Test Pit #	<b>TP-10</b>
		Project: <b>Brunswick Landing</b> Intrepid St		Project #:	
		Ground Surface Elevation: NA		Groundwater:	
Contractor:	Mike Deyling				
Equipment:	Takeuchi TB-135	Reference:	Ground surface		
Staff:	Mike Deyling	Date:	6/9/2020	Weather:	partly cloudy, 65 degrees
Depth (ft)	DESCRIPTION				
	ENGINEERING	GEOLOGIC/GENERAL			
0.5		TOPSOIL - DARK BROWN SANDY LOAM			
1.0					
1.5					
2.0		ORANGE BROWN, LOOSE, MED GR SAND TO TAN MED GR SAND (DRY) IRON STREAKING COMMON			
2.5		MOTTLING AT 2.5' BGS			
3.0					
3.5		TRANSITIONS TO LIGHT GRAY MEDIUM SAND AT 3' BGS (MOIST)			
4.0		SATURATED (FREE WATER SEEPAGE) AT 3.5' BGS			
4.5					
5.0					
5.5		BOTTOM OF TEST PT AT 5.5' BGS			
6.0		SAMPLE COLLECTED AT 2-3' BGS			
6.5					
7.0					
7.5					
8.0					
8.5					
9.0					
9.5					
10.0					

		<b>TEST PIT LOG</b>		Test Pit #	<b>TP-11</b>
		Project: <b>Brunswick Landing</b> Intrepid St - near playground		Project #:	
		Ground Surface Elevation: NA		Groundwater:	
Contractor:	Mike Deyling				
Equipment:	Takeuchi TB-135	Reference:	Ground surface		
Staff:	Mike Deyling	Date:	6/9/2020	Weather:	partly cloudy, 65 degrees
Depth (ft)	DESCRIPTION				
	ENGINEERING	GEOLOGIC/GENERAL			
0.5		TOPSOIL - DARK BROWN SANDY LOAM			
1.0		.....			
1.5		LT GRAY, GLEY HORIZON			
		.....			
		OR/BR MED LOOSE SAND			
2.0		.....			
2.5		TAN, LOOSE, MEDIUM GR SAND (DRY)			
3.0		.....			
3.5		.....			
4.0		.....			
4.5		.....			
5.0		.....			
5.5		MOTTLING AT 5' BGS			
6.0		BOTTOM OF TEST PT AT 6' BGS			
6.5		NO FREE WATER OBSERVED IN PIT			
7.0		.....			
7.5		.....			
8.0		.....			
8.5		.....			
9.0		.....			
9.5		.....			
10.0		.....			
		SAMPLE COLLECTED AT 4' BGS			

		<b>TEST PIT LOG</b>		Test Pit #	<b>TP-12</b>
		Project: <b>Brunswick Landing</b> Neptune Drive		Project #:	
		Ground Surface Elevation: NA		Groundwater:	
Contractor:	Mike Deyling				
Equipment:	Takeuchi TB-135	Reference:	Ground surface		
Staff:	Mike Deyling	Date:	6/9/2020	Weather:	partly cloudy, 65 degrees
Depth (ft)	<b>DESCRIPTION</b>				
	<b>ENGINEERING</b>		<b>GEOLOGIC/GENERAL</b>		
0.5	DISTURBED TOPSOIL AND FILL ROCKS COMMON, ROOTS AND ROOTLETS COMMON				
1.0					
1.5	ORANGE/BROWN LOOSE, MED GR SAND IRON STREAKS, ROOTS COMMON				
2.0					
2.5	TAN, LOOSE, MEDIUM GR SAND (DRY)				
3.0					
3.5					
4.0					
4.5					
5.0	MOTTLING AT 5' BGS				
5.5					
6.0	SATURATED (FREE WATER SEEPAGE) AT 6' BGS				
6.5	BOTTOM OF TEST PT AT 6.5' BGS				
7.0					
7.5	SAMPLE COLLECTED AT 4' BGS				
8.0					
8.5					
9.0					
9.5					
10.0					

		<b>TEST PIT LOG</b>		Test Pit #	<b>TP-13</b>
		Project: <b>Brunswick Landing</b> Neptune Drive		Project #:	
		Ground Surface Elevation: NA		Groundwater:	
Contractor: Mike Deyling		Ground Surface Elevation: NA			
Equipment: Takeuchi TB-135		Reference: Ground surface			
Staff: Mike Deyling		Date: 6/9/2020	Weather: partly cloudy, 65 degrees		
Depth (ft)	DESCRIPTION				
	ENGINEERING		GEOLOGIC/GENERAL		
0.5	DISTURBED TOPSOIL AND GRAVEL FILL ROCKS COMMON, ROOTS AND ROOTLETS COMMON				
1.0					
1.5					
2.0					
2.5	..... 6" THICK BLACK ORGANIC HORIZON, POSSIBLE NATIVE SOIL SURFACE, ROOTS COMMON .....				
3.0	TAN, LOOSE, MEDIUM GR SAND (DRY)				
3.5					
4.0					
4.5					
5.0					
5.5	FAINT MOTTLING AT 5.5' BGS				
6.0	SOIL IS MOIST AT 6'				
6.5	NO FREE WATER SEEPAGE OBSERVED				
7.0	BOTTOM OF TEST PT AT 6.0' BGS				
7.5					
8.0					
8.5					
9.0					
9.5					
10.0	SAMPLE COLLECTED AT 4.5' BGS				

		<b>TEST PIT LOG</b>		Test Pit #	<b>TP-14</b>
		Project: <b>Brunswick Landing</b> Neptune Drive		Project #:	
		Ground Surface Elevation: NA		Groundwater:	
Contractor: Mike Deyling		Reference: Ground surface			
Equipment: Takeuchi TB-135		Date: 6/9/2020		Weather: partly cloudy, 65 degrees	
Staff: Mike Deyling					
Depth (ft)	DESCRIPTION				
	ENGINEERING		GEOLOGIC/GENERAL		
0.5	FILL, ROCKS, GRAVEL, LARGE PIECES OF ASPHALT				
1.0					
1.5					
2.0					
2.5	TAN, LOOSE, MEDIUM GR SAND (DRY) IRON STREAKING				
3.0					
3.5					
4.0					
4.5					
5.0	MOTTLING AT 4.5- 5' BGS				
5.5					
6.0					
6.5	SATURATED (FREE WATER SEEPAGE) AT 5.5' BGS BOTTOM OF TEST PT AT 6' BGS				
7.0					
7.5					
8.0	NO SAMPLE COLLECTED				
8.5					
9.0					
9.5					
10.0					

		<b>TEST PIT LOG</b>		Test Pit #	<b>TP-15</b>
		Project: <b>Brunswick Landing</b> Neptune Drive		Project #:	
		Ground Surface Elevation: NA		Groundwater:	
Contractor: Mike Deyling		Reference: Ground surface			
Equipment: Takeuchi TB-135		Date: 6/9/2020		Weather: partly cloudy, 65 degrees	
Staff: Mike Deyling					
Depth (ft)	DESCRIPTION				
	ENGINEERING		GEOLOGIC/GENERAL		
0.5	FILL, ROCKS, GRAVEL				
1.0					
1.5					
2.0					
2.5	ORANGE/BROWN, DENSE SAND HEAVY IRON STREAKING				
3.0	ROOTS COMMON TO 3.5' BGS				
3.5					
4.0					
4.5	MOTTLING AT 4.5' BGS CEMENTATION COMMON FROM 4-5.5' BGS				
5.0					
5.5	SATURATED (FREE WATER SEEPAGE) AT 5.5' BGS				
6.0					
6.5	GRAY, FIRM SILT (SATURATED)				
7.0	BOTTOM OF TEST PT AT 7' BGS				
7.5	SAMPLE COLLECTED 4-5' BGS				
8.0					
8.5					
9.0					
9.5					
10.0					

**ATTACHMENT 4**

**TEST PIT PHOTOLOG**

**CLIENT:**  
**PROJECT:**

**SITELINES**  
**BRUNSWICK LANDING**



**Photo No. 1**

**Photo Date:**  
June 9, 2020

**Site Location:**  
Test Pit 2 off Forrestal Drive

**Description:**  
Thin topsoil layer underlain by loose, tan medium grained Sand. Iron streaking common in Sand. Silt with very thin sand laminations at 3.5' below ground surface (bgs)

**Photo By:** MAD



**Photo No. 2**

**Photo Date:**  
June 9, 2020

**Site Location:**  
Test Pit 4 off Forrestal Drive

**Description:**  
Similar sequence to TP-2. However, silt not encountered in this test pit. Water seepage observed at approx. 5' bgs.

**Photo By:** MAD

**CLIENT:**  
**PROJECT:**

**SITELINES**  
**BRUNSWICK LANDING**



**Photo No. 3**

**Photo Date:**  
June 9, 2020

**Site Location:**  
Test Pit 5 near  
intersection of Coral  
Sea St and  
Guadalcanal St.

**Description:**  
Topsoil layer underlain  
by loose, tan medium  
grained Sand. Iron  
streaking common in  
Sand. Color change to  
gray caused by  
increased moisture  
content Seepage @ 6'

**Photo By:** MAD



**Photo No. 4**

**Photo Date:**  
June 9, 2020

**Site Location:**  
Test Pit 6 off Intrepid St

**Description:**  
Tan sand with iron  
streaking transitions to  
gray sand with rapid  
water seepage inflow at  
4.5' bgs

**Photo By:** MAD



<b>Photo No.</b> 5
<b>Photo Date:</b> June 9, 2020
<b>Site Location:</b> Test Pit 8 off Intrepid St
<b>Description:</b> Tan to gray sand iron streaking common. Water seepage at 3.5' bgs.
<b>Photo By:</b> MAD



<b>Photo No.</b> 6
<b>Photo Date:</b> June 9, 2020
<b>Site Location:</b> Test Pit 10 off Intrepid St
<b>Description:</b> Tan sand with iron streaking transitions to gray sand with water seepage at 3.5' bgs
<b>Photo By:</b> MAD



**Photo No. 7**

**Photo Date:**  
June 9, 2020

**Site Location:**  
Test Pit 11 off Intrepid St

**Description:**  
Thin topsoil, gley layer (lt. gray) to orange brown medium grain sand to loose tan med sand, No water seepage to 6' bgs (bottom of pit)

**Photo By:** MAD



**Photo No. 8**

**Photo Date:**  
June 9, 2020

**Site Location:**  
Test Pit 13 off Neptune Drive

**Description:**  
Top 2 ft contains Fill consisting of silt, topsoil, rocks and gravel. Possible original surface at 2". Loose tan med grain sand to 6' bgs. No water seepage observed

**Photo By:** MAD

**CLIENT:**  
**PROJECT:**

**SITELINES**  
**BRUNSWICK LANDING**



<b>Photo No.</b> 9
<b>Photo Date:</b> June 9, 2020
<b>Site Location:</b> Test Pit 15 off Intrepid St
<b>Description:</b> Fill underlain by heavily stained orange/brown sand. Cemented seams between 4.5 and 5.5' bgs. Silt encountered at 6.5 bgs. Water seepage at 5.5' bgs.
<b>Photo By:</b> MAD



<b>Photo No.</b>
<b>Photo Date:</b>
<b>Site Location:</b>
<b>Description:</b>
<b>Photo By:</b>



**GRAIN SIZE ANALYSIS - ASTM D6913**

PROJECT NAME: Brunswick Landing  
 PROJECT LOCATION: Forrestal Drive, Brunswick, Maine  
 CLIENT: Sitelines PA  
 TECHNICIAN: Colleen Sullivan  
 SOIL DESCRIPTION: Medium-fine SAND, trace Silt, SP

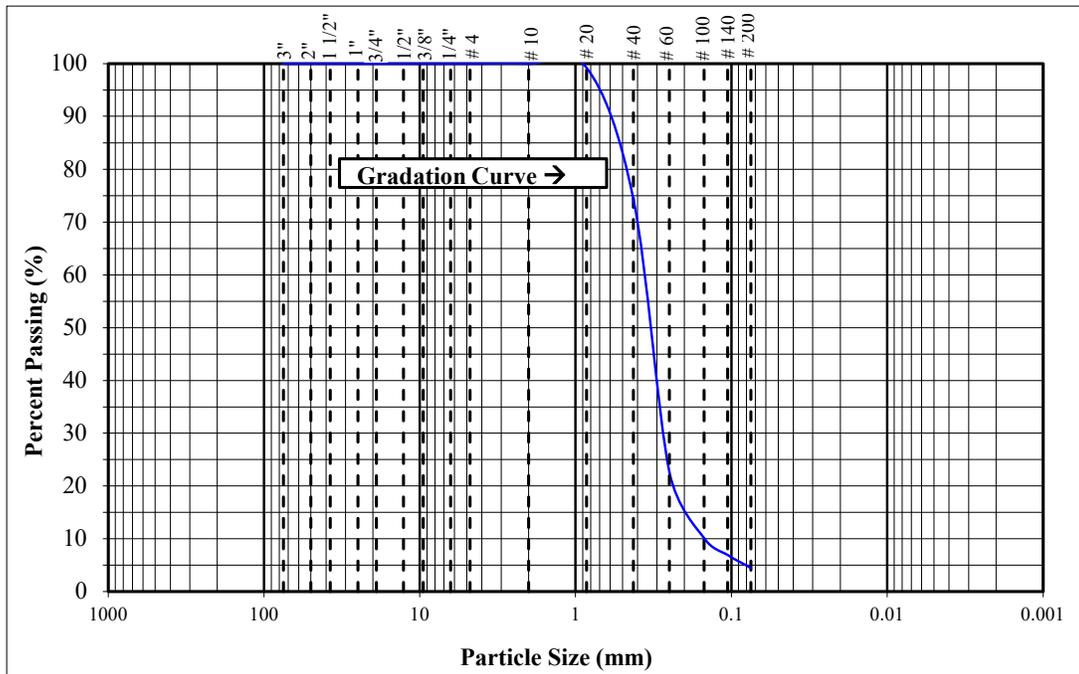
PROJECT #: 20199  
 EXPLORATION #: TP-2  
 SAMPLE #: S-1  
 SAMPLE DEPTH: 1' - 3'  
 TEST DATE: 7/16/2020

**TEST PROCEDURE**

<b>Sample Source:</b> Test Pit	<b>Sieve Stack:</b> Single	<b>Specimen Procedure:</b> Moist
<b>Test Method:</b> Method B	<b>Separating Sieve(s):</b> N/A	<b>Dispersion Type:</b> Tap Water

**DATA**

<u>STANDARD SIEVE</u> DESIGNATION (mm)	<u>ALTERNATIVE SIEVE</u> DESIGNATION (in)	<u>PERCENT</u> PASSING (%)
75	(3 in)	100.0
50	(2 in)	100.0
37.5	(1-1/2 in)	100.0
25.0	(1 in)	100.0
19.0	(3/4 in)	100.0
12.7	(1/2 in)	100.0
9.5	(3/8 in)	100.0
6.35	(1/4 in)	100.0
4.75	(No. 4)	100.0
2.00	(No. 10)	100.0
0.850	(No. 20)	99.2
0.425	(No. 40)	74.3
0.250	(No. 60)	22.7
0.150	(No. 100)	10.1
0.106	(No. 140)	6.9
0.075	(No. 200)	4.4



REMARKS: Moisture Content = 4.8%



**GRAIN SIZE ANALYSIS - ASTM D6913**

PROJECT NAME: Brunswick Landing  
 PROJECT LOCATION: Forrestal Drive, Brunswick, Maine  
 CLIENT: Sitelines PA  
 TECHNICIAN: Colleen Sullivan  
 SOIL DESCRIPTION: Fine Sand, trace Silt, SP

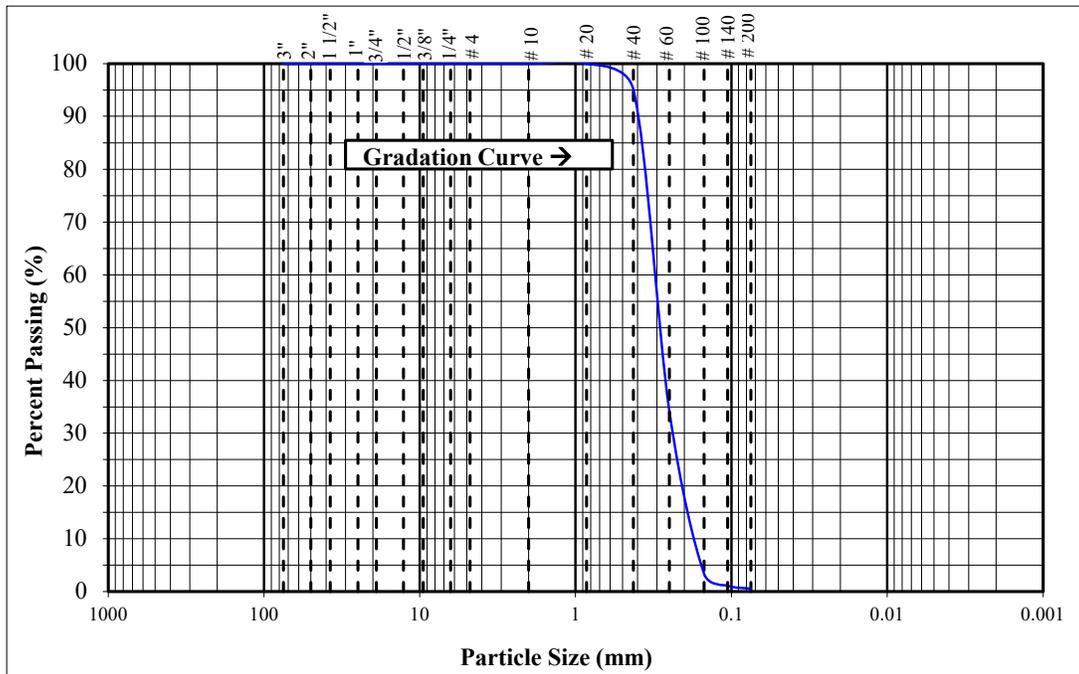
PROJECT #: 20199  
 EXPLORATION #: TP-3  
 SAMPLE #: S-1  
 SAMPLE DEPTH: 2.5'  
 TEST DATE: 7/16/2020

**TEST PROCEDURE**

<b>Sample Source:</b> Test Pit	<b>Sieve Stack:</b> Single	<b>Specimen Procedure:</b> Moist
<b>Test Method:</b> Method B	<b>Separating Sieve(s):</b> N/A	<b>Dispersion Type:</b> Tap Water

**DATA**

<u>STANDARD SIEVE</u> DESIGNATION (mm)	<u>ALTERNATIVE SIEVE</u> DESIGNATION (in)	<u>PERCENT</u> PASSING (%)
75	(3 in)	100.0
50	(2 in)	100.0
37.5	(1-1/2 in)	100.0
25.0	(1 in)	100.0
19.0	(3/4 in)	100.0
12.7	(1/2 in)	100.0
9.5	(3/8 in)	100.0
6.35	(1/4 in)	100.0
4.75	(No. 4)	100.0
2.00	(No. 10)	100.0
0.850	(No. 20)	100.0
0.425	(No. 40)	95.0
0.250	(No. 60)	34.2
0.150	(No. 100)	3.3
0.106	(No. 140)	1.1
0.075	(No. 200)	0.5



REMARKS: Moisture Content = 8.4%



### GRAIN SIZE ANALYSIS - ASTM D6913

PROJECT NAME: Brunswick Landing  
 PROJECT LOCATION: Forrestal Drive, Brunswick, Maine  
 CLIENT: Sitelines PA  
 TECHNICIAN: Colleen Sullivan  
 SOIL DESCRIPTION: Medium-fine SAND, trace Silt, SP

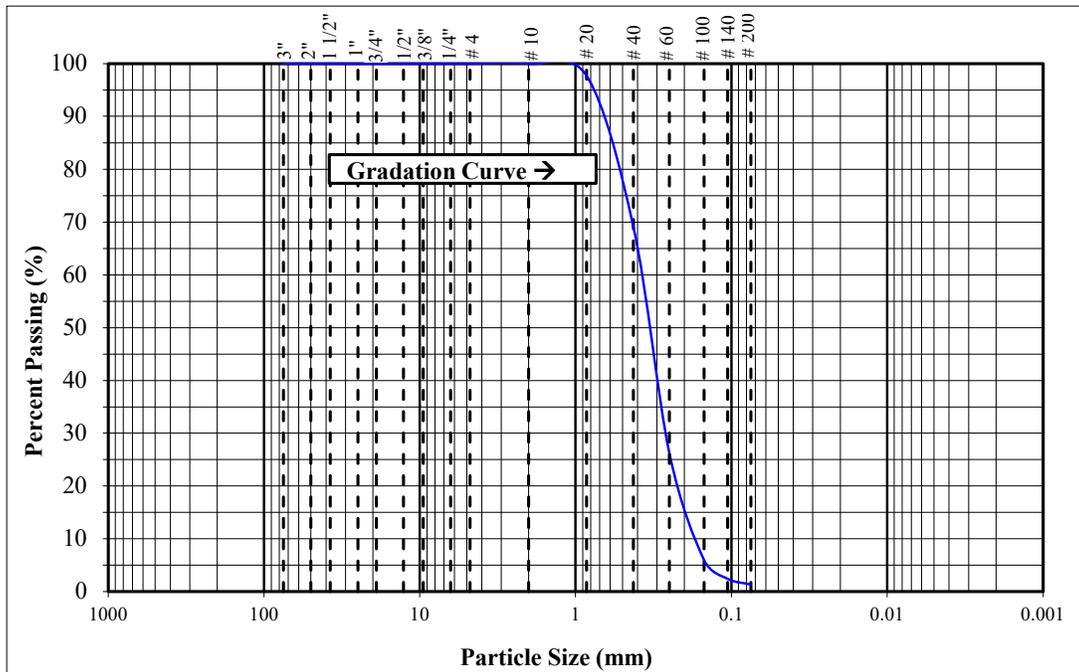
PROJECT #: 20199  
 EXPLORATION #: TP-4  
 SAMPLE #: S-1  
 SAMPLE DEPTH: 3'  
 TEST DATE: 7/16/2020

### TEST PROCEDURE

<b>Sample Source:</b> Test Pit	<b>Sieve Stack:</b> Single	<b>Specimen Procedure:</b> Moist
<b>Test Method:</b> Method B	<b>Separating Sieve(s):</b> N/A	<b>Dispersion Type:</b> Tap Water

### DATA

<u>STANDARD SIEVE</u> DESIGNATION (mm)	<u>ALTERNATIVE SIEVE</u> DESIGNATION (in)	<u>PERCENT</u> PASSING (%)
75	(3 in)	100.0
50	(2 in)	100.0
37.5	(1-1/2 in)	100.0
25.0	(1 in)	100.0
19.0	(3/4 in)	100.0
12.7	(1/2 in)	100.0
9.5	(3/8 in)	100.0
6.35	(1/4 in)	100.0
4.75	(No. 4)	100.0
2.00	(No. 10)	100.0
0.850	(No. 20)	97.7
0.425	(No. 40)	69.1
0.250	(No. 60)	26.2
0.150	(No. 100)	6.0
0.106	(No. 140)	2.4
0.075	(No. 200)	1.3



REMARKS: Moisture Content = 6.8%



**GRAIN SIZE ANALYSIS - ASTM D6913**

PROJECT NAME: Brunswick Landing  
 PROJECT LOCATION: Forrestal Drive, Brunswick, Maine  
 CLIENT: Sitelines PA  
 TECHNICIAN: Erika Stewart, P.E.  
 SOIL DESCRIPTION: Medium-fine SAND, trace Silt, SP

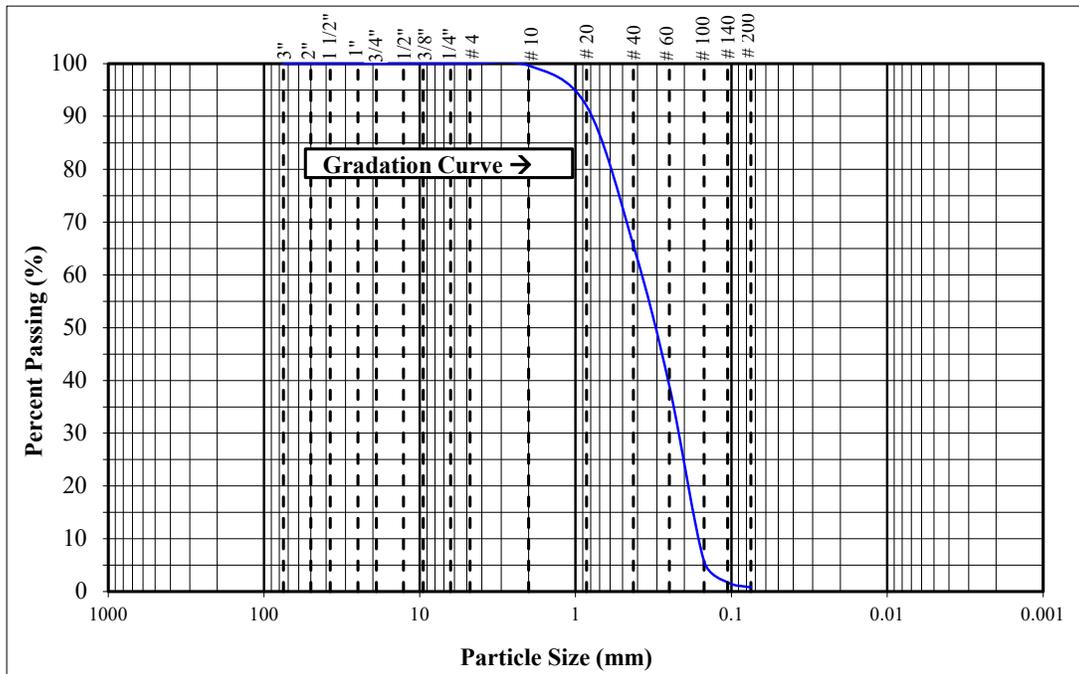
PROJECT #: 20199  
 EXPLORATION #: TP-5  
 SAMPLE #: S-1  
 SAMPLE DEPTH: 3' - 3.5'  
 TEST DATE: 7/16/2020

**TEST PROCEDURE**

<b>Sample Source:</b> Test Pit	<b>Sieve Stack:</b> Single	<b>Specimen Procedure:</b> Moist
<b>Test Method:</b> Method B	<b>Separating Sieve(s):</b> N/A	<b>Dispersion Type:</b> Tap Water

**DATA**

<u>STANDARD SIEVE</u> DESIGNATION (mm)	<u>ALTERNATIVE SIEVE</u> DESIGNATION (in)	<u>PERCENT</u> PASSING (%)
75	(3 in)	100.0
50	(2 in)	100.0
37.5	(1-1/2 in)	100.0
25.0	(1 in)	100.0
19.0	(3/4 in)	100.0
12.7	(1/2 in)	100.0
9.5	(3/8 in)	100.0
6.35	(1/4 in)	100.0
4.75	(No. 4)	100.0
2.00	(No. 10)	99.6
0.850	(No. 20)	92.0
0.425	(No. 40)	65.6
0.250	(No. 60)	39.0
0.150	(No. 100)	5.7
0.106	(No. 140)	1.7
0.075	(No. 200)	0.8



REMARKS: Moisture Content = 4.1%



**GRAIN SIZE ANALYSIS - ASTM D6913**

PROJECT NAME: Brunswick Landing  
 PROJECT LOCATION: Forrestal Drive, Brunswick, Maine  
 CLIENT: Sitelines PA  
 TECHNICIAN: Erika Stewart, P.E.  
 SOIL DESCRIPTION: Medium-fine SAND, trace Silt, SP

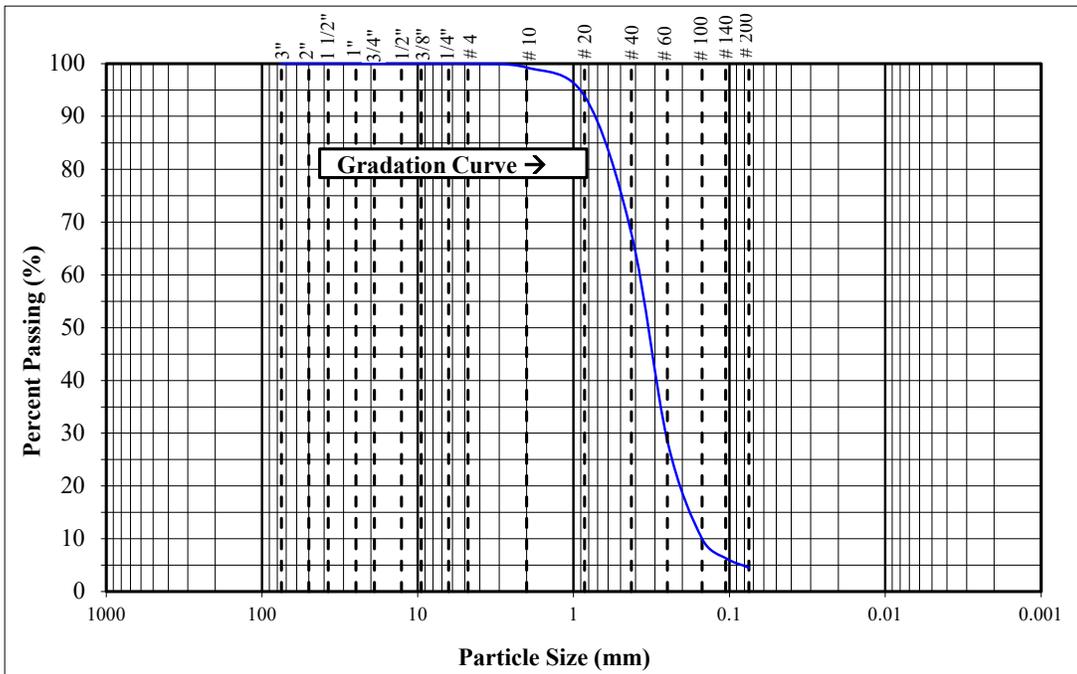
PROJECT #: 20199  
 EXPLORATION #: TP-6  
 SAMPLE #: S-1  
 SAMPLE DEPTH: 1.5' - 2.5'  
 TEST DATE: 7/16/2020

**TEST PROCEDURE**

<b>Sample Source:</b> Test Pit	<b>Sieve Stack:</b> Single	<b>Specimen Procedure:</b> Moist
<b>Test Method:</b> Method B	<b>Separating Sieve(s):</b> N/A	<b>Dispersion Type:</b> Tap Water

**DATA**

<u>STANDARD SIEVE</u> DESIGNATION (mm)	<u>ALTERNATIVE SIEVE</u> DESIGNATION (in)	<u>PERCENT</u> PASSING (%)
75	(3 in)	100.0
50	(2 in)	100.0
37.5	(1-1/2 in)	100.0
25.0	(1 in)	100.0
19.0	(3/4 in)	100.0
12.7	(1/2 in)	100.0
9.5	(3/8 in)	100.0
6.35	(1/4 in)	100.0
4.75	(No. 4)	100.0
2.00	(No. 10)	99.3
0.850	(No. 20)	93.8
0.425	(No. 40)	67.8
0.250	(No. 60)	28.6
0.150	(No. 100)	10.0
0.106	(No. 140)	6.3
0.075	(No. 200)	4.5



REMARKS: Moisture Content = 8.3%



**GRAIN SIZE ANALYSIS - ASTM D6913**

PROJECT NAME: Brunswick Landing  
 PROJECT LOCATION: Forrestal Drive, Brunswick, Maine  
 CLIENT: Sitelines PA  
 TECHNICIAN: Erika Stewart, P.E.  
 SOIL DESCRIPTION: Medium-fine SAND, trace Silt, SP

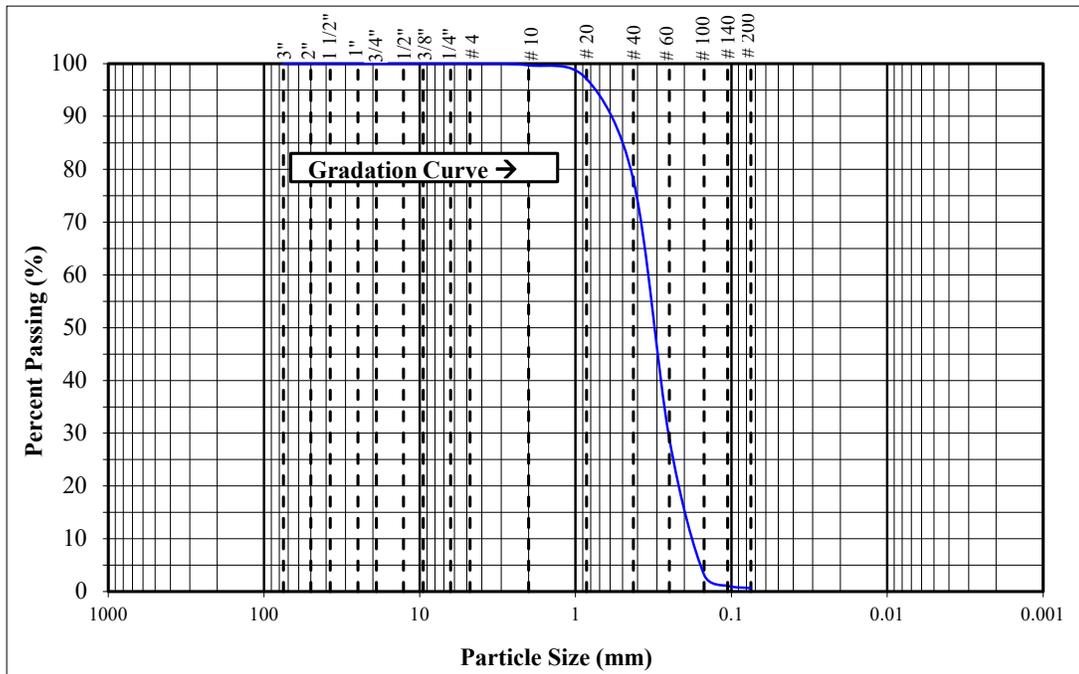
PROJECT #: 20199  
 EXPLORATION #: TP-7  
 SAMPLE #: S-1  
 SAMPLE DEPTH: 2.5' - 3'  
 TEST DATE: 7/16/2020

**TEST PROCEDURE**

<b>Sample Source:</b> Test Pit	<b>Sieve Stack:</b> Single	<b>Specimen Procedure:</b> Moist
<b>Test Method:</b> Method B	<b>Separating Sieve(s):</b> N/A	<b>Dispersion Type:</b> Tap Water

**DATA**

<u>STANDARD SIEVE</u> DESIGNATION (mm)	<u>ALTERNATIVE SIEVE</u> DESIGNATION (in)	<u>PERCENT</u> PASSING (%)
75	(3 in)	100.0
50	(2 in)	100.0
37.5	(1-1/2 in)	100.0
25.0	(1 in)	100.0
19.0	(3/4 in)	100.0
12.7	(1/2 in)	100.0
9.5	(3/8 in)	100.0
6.35	(1/4 in)	100.0
4.75	(No. 4)	100.0
2.00	(No. 10)	99.7
0.850	(No. 20)	97.1
0.425	(No. 40)	77.9
0.250	(No. 60)	28.9
0.150	(No. 100)	3.2
0.106	(No. 140)	1.1
0.075	(No. 200)	0.6



REMARKS: Moisture Content = 3.4%



**GRAIN SIZE ANALYSIS - ASTM D6913**

PROJECT NAME: Brunswick Landing  
 PROJECT LOCATION: Forrestal Drive, Brunswick, Maine  
 CLIENT: Sitelines PA  
 TECHNICIAN: Colleen Sullivan  
 SOIL DESCRIPTION: Medium-fine SAND, trace Silt, SP

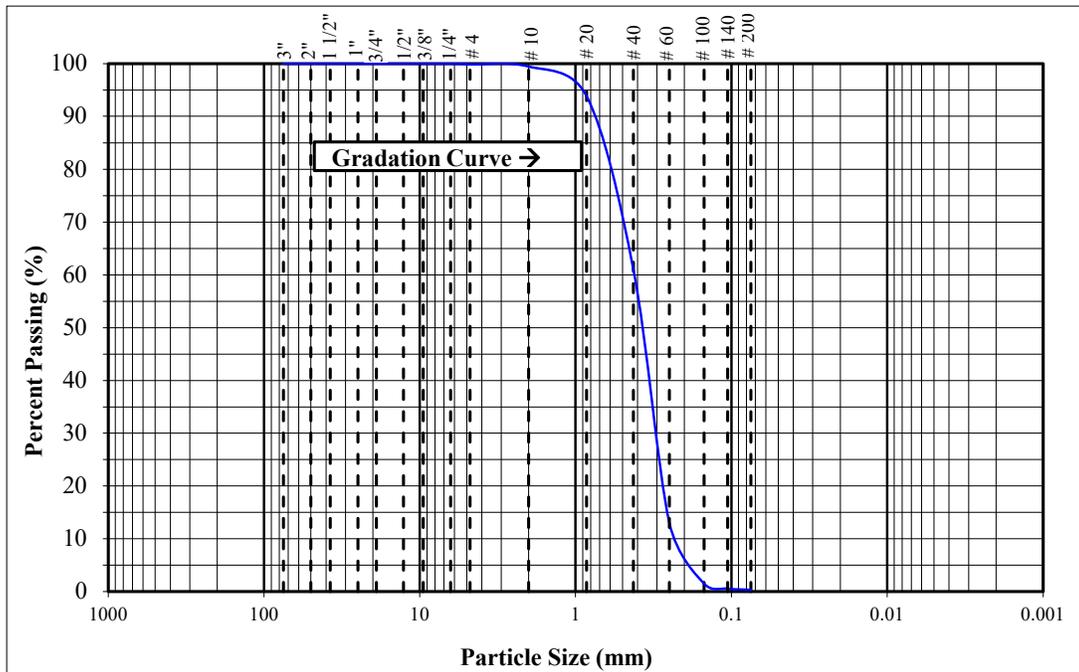
PROJECT #: 20199  
 EXPLORATION #: TP-9  
 SAMPLE #: S-1  
 SAMPLE DEPTH: 2'  
 TEST DATE: 7/16/2020

**TEST PROCEDURE**

<b>Sample Source:</b> Test Pit	<b>Sieve Stack:</b> Single	<b>Specimen Procedure:</b> Moist
<b>Test Method:</b> Method B	<b>Separating Sieve(s):</b> N/A	<b>Dispersion Type:</b> Tap Water

**DATA**

<u>STANDARD SIEVE</u> DESIGNATION (mm)	<u>ALTERNATIVE SIEVE</u> DESIGNATION (in)	<u>PERCENT</u> PASSING (%)
75	(3 in)	100.0
50	(2 in)	100.0
37.5	(1-1/2 in)	100.0
25.0	(1 in)	100.0
19.0	(3/4 in)	100.0
12.7	(1/2 in)	100.0
9.5	(3/8 in)	100.0
6.35	(1/4 in)	100.0
4.75	(No. 4)	99.9
2.00	(No. 10)	99.5
0.850	(No. 20)	93.9
0.425	(No. 40)	61.0
0.250	(No. 60)	13.0
0.150	(No. 100)	1.5
0.106	(No. 140)	0.6
0.075	(No. 200)	0.3



REMARKS: Moisture Content = 6.5%



**GRAIN SIZE ANALYSIS - ASTM D6913**

PROJECT NAME: Brunswick Landing  
 PROJECT LOCATION: Forrestal Drive, Brunswick, Maine  
 CLIENT: Sitelines PA  
 TECHNICIAN: Erika Stewart, P.E.  
 SOIL DESCRIPTION: Medium-fine SAND, trace Silt, SP

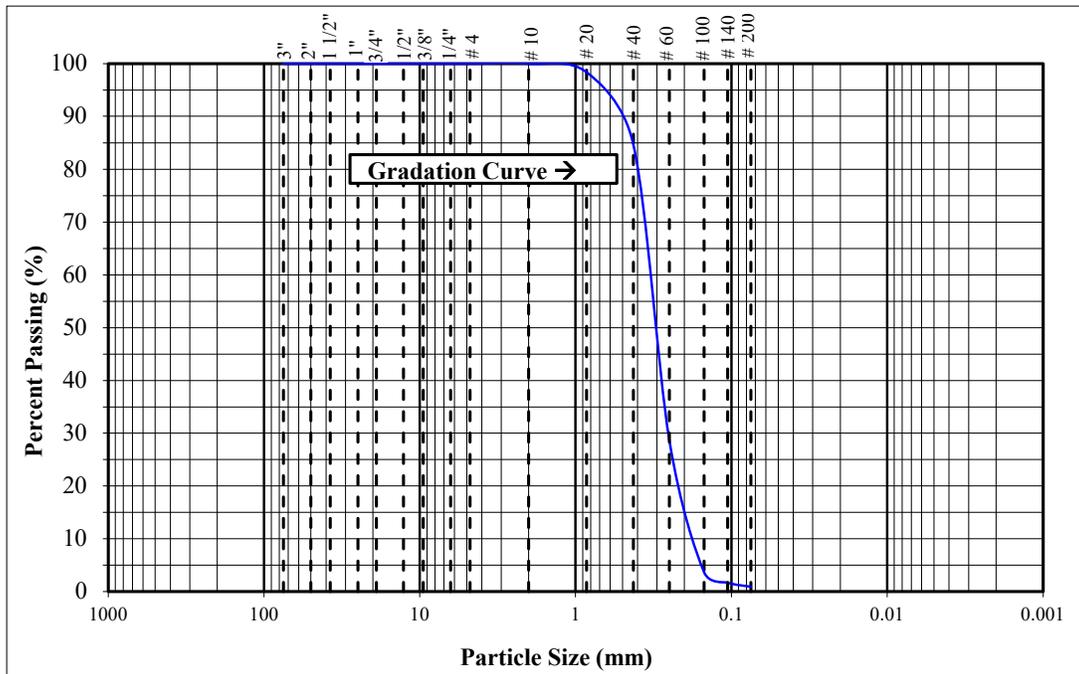
PROJECT #: 20199  
 EXPLORATION #: TP-10  
 SAMPLE #: S-1  
 SAMPLE DEPTH: 2' - 3'  
 TEST DATE: 7/16/2020

**TEST PROCEDURE**

<b>Sample Source:</b> Test Pit	<b>Sieve Stack:</b> Single	<b>Specimen Procedure:</b> Moist
<b>Test Method:</b> Method B	<b>Separating Sieve(s):</b> N/A	<b>Dispersion Type:</b> Tap Water

**DATA**

<u>STANDARD SIEVE</u> DESIGNATION (mm)	<u>ALTERNATIVE SIEVE</u> DESIGNATION (in)	<u>PERCENT</u> PASSING (%)
75	(3 in)	100.0
50	(2 in)	100.0
37.5	(1-1/2 in)	100.0
25.0	(1 in)	100.0
19.0	(3/4 in)	100.0
12.7	(1/2 in)	100.0
9.5	(3/8 in)	100.0
6.35	(1/4 in)	100.0
4.75	(No. 4)	100.0
2.00	(No. 10)	100.0
0.850	(No. 20)	98.4
0.425	(No. 40)	84.7
0.250	(No. 60)	28.6
0.150	(No. 100)	3.7
0.106	(No. 140)	1.7
0.075	(No. 200)	0.9



REMARKS: Moisture Content = 9.5%



**GRAIN SIZE ANALYSIS - ASTM D6913**

PROJECT NAME: Brunswick Landing  
 PROJECT LOCATION: Forrestal Drive, Brunswick, Maine  
 CLIENT: Sitelines PA  
 TECHNICIAN: Erika Stewart, P.E.  
 SOIL DESCRIPTION: Medium-fine SAND, trace Silt, SP

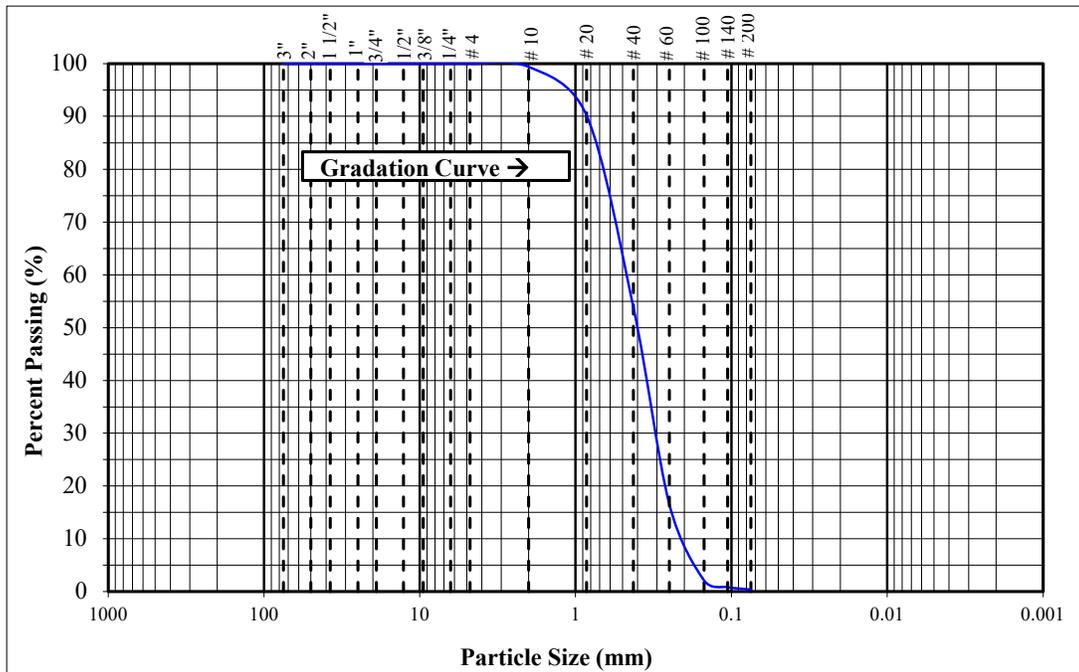
PROJECT #: 20199  
 EXPLORATION #: TP-11  
 SAMPLE #: S-1  
 SAMPLE DEPTH: 4'  
 TEST DATE: 7/16/2020

**TEST PROCEDURE**

<b>Sample Source:</b> Test Pit	<b>Sieve Stack:</b> Single	<b>Specimen Procedure:</b> Moist
<b>Test Method:</b> Method B	<b>Separating Sieve(s):</b> N/A	<b>Dispersion Type:</b> Tap Water

**DATA**

<u>STANDARD SIEVE</u> DESIGNATION (mm)	<u>ALTERNATIVE SIEVE</u> DESIGNATION (in)	<u>PERCENT</u> PASSING (%)
75	(3 in)	100.0
50	(2 in)	100.0
37.5	(1-1/2 in)	100.0
25.0	(1 in)	100.0
19.0	(3/4 in)	100.0
12.7	(1/2 in)	100.0
9.5	(3/8 in)	100.0
6.35	(1/4 in)	100.0
4.75	(No. 4)	100.0
2.00	(No. 10)	99.4
0.850	(No. 20)	90.2
0.425	(No. 40)	53.8
0.250	(No. 60)	16.5
0.150	(No. 100)	2.1
0.106	(No. 140)	0.8
0.075	(No. 200)	0.4



REMARKS: Moisture Content = 12%



**GRAIN SIZE ANALYSIS - ASTM D6913**

PROJECT NAME: Brunswick Landing  
 PROJECT LOCATION: Forrestal Drive, Brunswick, Maine  
 CLIENT: Sitelines PA  
 TECHNICIAN: Colleen Sullivan  
 SOIL DESCRIPTION: Medium-fine SAND, trace Silt, SP

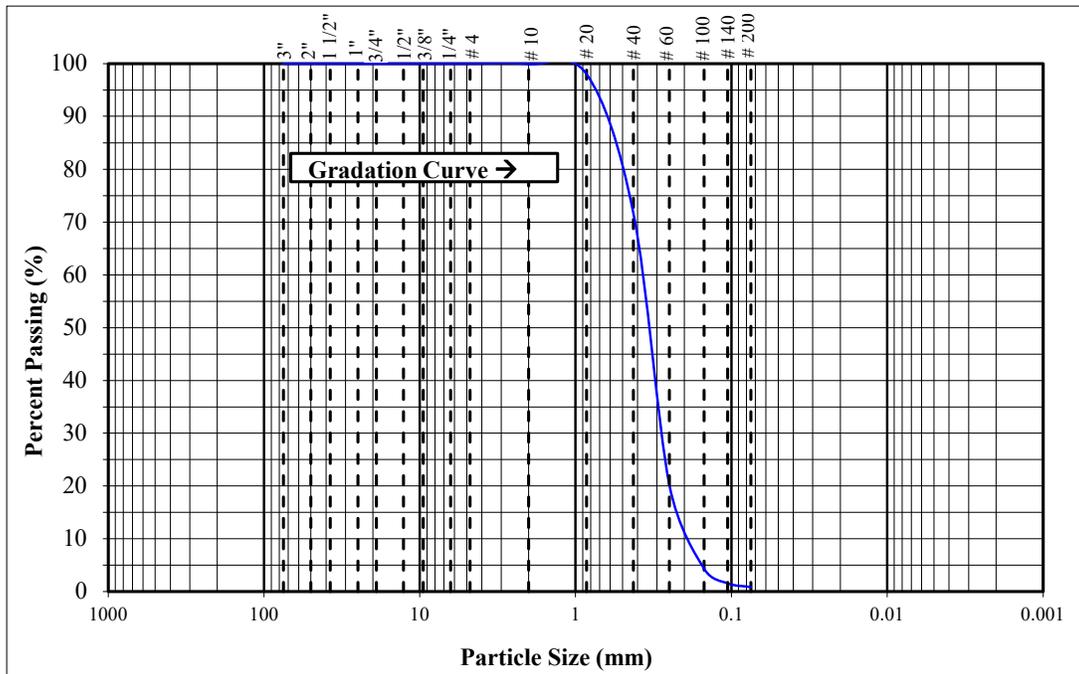
PROJECT #: 20199  
 EXPLORATION #: TP-12  
 SAMPLE #: S-1  
 SAMPLE DEPTH: 4'  
 TEST DATE: 7/16/2020

**TEST PROCEDURE**

<b>Sample Source:</b> Test Pit	<b>Sieve Stack:</b> Single	<b>Specimen Procedure:</b> Moist
<b>Test Method:</b> Method B	<b>Separating Sieve(s):</b> N/A	<b>Dispersion Type:</b> Tap Water

**DATA**

<u>STANDARD SIEVE</u> DESIGNATION (mm)	<u>ALTERNATIVE SIEVE</u> DESIGNATION (in)	<u>PERCENT</u> PASSING (%)
75	(3 in)	100.0
50	(2 in)	100.0
37.5	(1-1/2 in)	100.0
25.0	(1 in)	100.0
19.0	(3/4 in)	100.0
12.7	(1/2 in)	100.0
9.5	(3/8 in)	100.0
6.35	(1/4 in)	100.0
4.75	(No. 4)	100.0
2.00	(No. 10)	99.9
0.850	(No. 20)	98.0
0.425	(No. 40)	71.7
0.250	(No. 60)	20.2
0.150	(No. 100)	4.3
0.106	(No. 140)	1.5
0.075	(No. 200)	0.8



REMARKS: Moisture Content = 5.4%



**GRAIN SIZE ANALYSIS - ASTM D6913**

PROJECT NAME: Brunswick Landing  
 PROJECT LOCATION: Forrestal Drive, Brunswick, Maine  
 CLIENT: Sitelines PA  
 TECHNICIAN: Colleen Sullivan  
 SOIL DESCRIPTION: Medium-fine SAND, trace Silt, SP

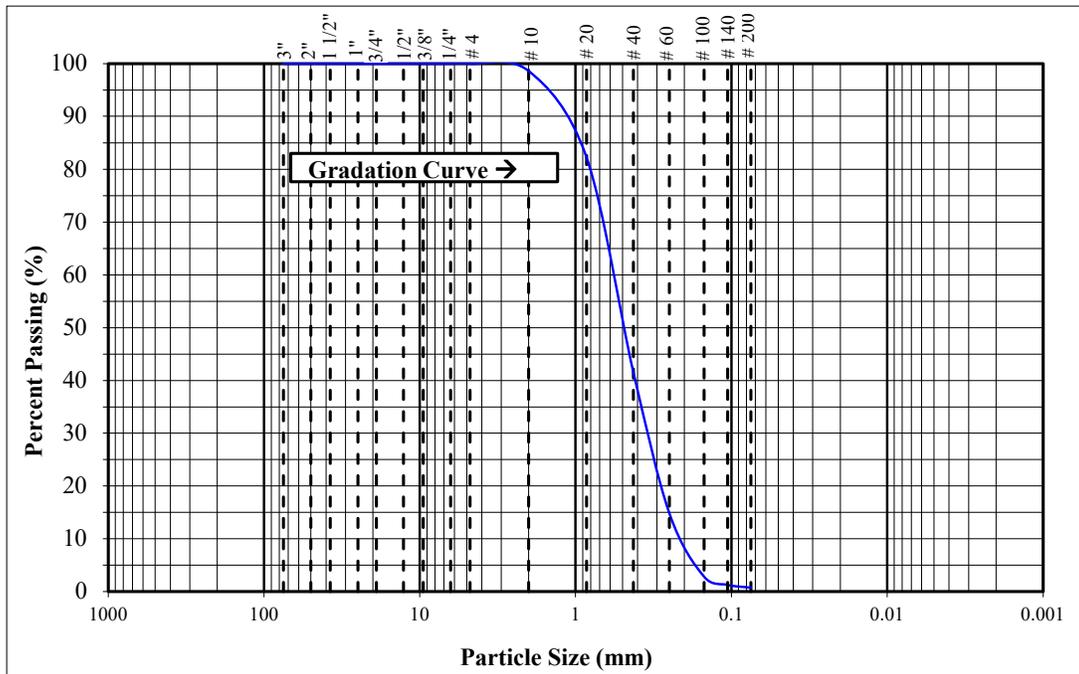
PROJECT #: 20199  
 EXPLORATION #: TP-13  
 SAMPLE #: S-1  
 SAMPLE DEPTH: 4.5'  
 TEST DATE: 7/16/2020

**TEST PROCEDURE**

<b>Sample Source:</b> Test Pit	<b>Sieve Stack:</b> Single	<b>Specimen Procedure:</b> Moist
<b>Test Method:</b> Method B	<b>Separating Sieve(s):</b> N/A	<b>Dispersion Type:</b> Tap Water

**DATA**

<u>STANDARD SIEVE</u> DESIGNATION (mm)	<u>ALTERNATIVE SIEVE</u> DESIGNATION (in)	<u>PERCENT</u> PASSING (%)
75	(3 in)	100.0
50	(2 in)	100.0
37.5	(1-1/2 in)	100.0
25.0	(1 in)	100.0
19.0	(3/4 in)	100.0
12.7	(1/2 in)	100.0
9.5	(3/8 in)	100.0
6.35	(1/4 in)	100.0
4.75	(No. 4)	100.0
2.00	(No. 10)	98.6
0.850	(No. 20)	82.2
0.425	(No. 40)	41.5
0.250	(No. 60)	14.8
0.150	(No. 100)	2.8
0.106	(No. 140)	1.3
0.075	(No. 200)	0.7



REMARKS: Moisture Content = 5.9%



**GRAIN SIZE ANALYSIS - ASTM D6913**

PROJECT NAME: Brunswick Landing  
 PROJECT LOCATION: Forrestal Drive, Brunswick, Maine  
 CLIENT: Sitelines PA  
 TECHNICIAN: Erika Stewart, P.E.  
 SOIL DESCRIPTION: Medium-fine SAND, trace Silt, SP

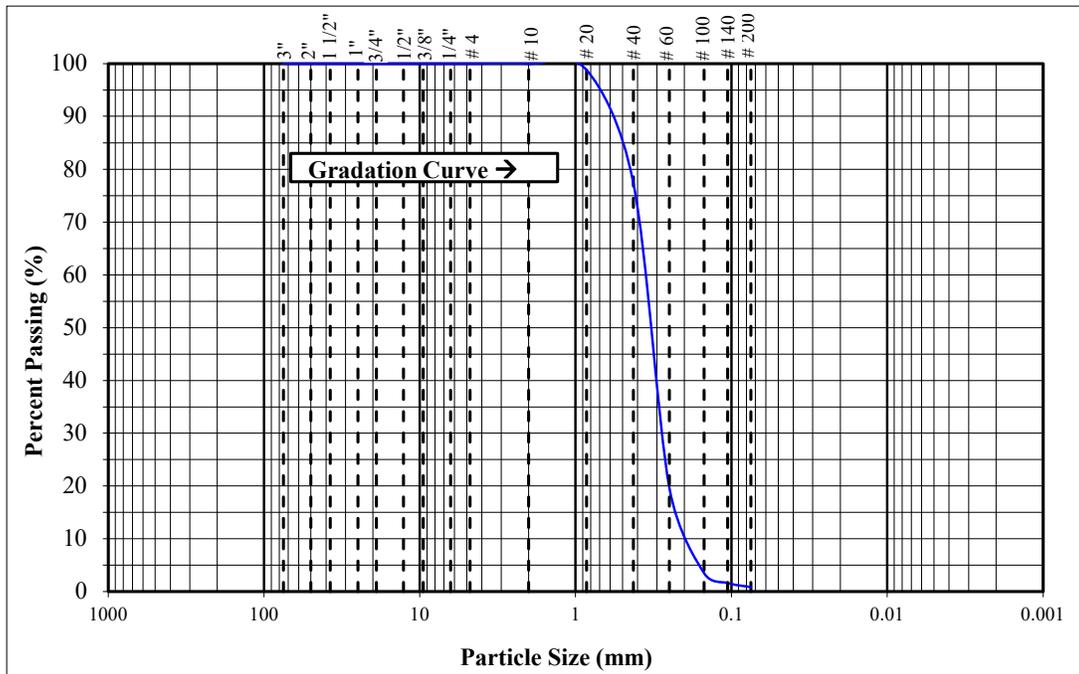
PROJECT #: 20199  
 EXPLORATION #: TP-14  
 SAMPLE #: S-1  
 SAMPLE DEPTH: Unknown  
 TEST DATE: 7/16/2020

**TEST PROCEDURE**

<b>Sample Source:</b> Test Pit	<b>Sieve Stack:</b> Single	<b>Specimen Procedure:</b> Moist
<b>Test Method:</b> Method B	<b>Separating Sieve(s):</b> N/A	<b>Dispersion Type:</b> Tap Water

**DATA**

<u>STANDARD SIEVE</u> DESIGNATION (mm)	<u>ALTERNATIVE SIEVE</u> DESIGNATION (in)	<u>PERCENT</u> PASSING (%)
75	(3 in)	100.0
50	(2 in)	100.0
37.5	(1-1/2 in)	100.0
25.0	(1 in)	100.0
19.0	(3/4 in)	100.0
12.7	(1/2 in)	100.0
9.5	(3/8 in)	100.0
6.35	(1/4 in)	100.0
4.75	(No. 4)	100.0
2.00	(No. 10)	100.0
0.850	(No. 20)	98.8
0.425	(No. 40)	77.4
0.250	(No. 60)	19.6
0.150	(No. 100)	3.5
0.106	(No. 140)	1.6
0.075	(No. 200)	0.8



REMARKS: Moisture Content = 13.8%



**GRAIN SIZE ANALYSIS - ASTM D6913**

PROJECT NAME: Brunswick Landing  
 PROJECT LOCATION: Forrestal Drive, Brunswick, Maine  
 CLIENT: Sitelines PA  
 TECHNICIAN: Erika Stewart, P.E.  
 SOIL DESCRIPTION: Medium-fine SAND, trace Silt, SP

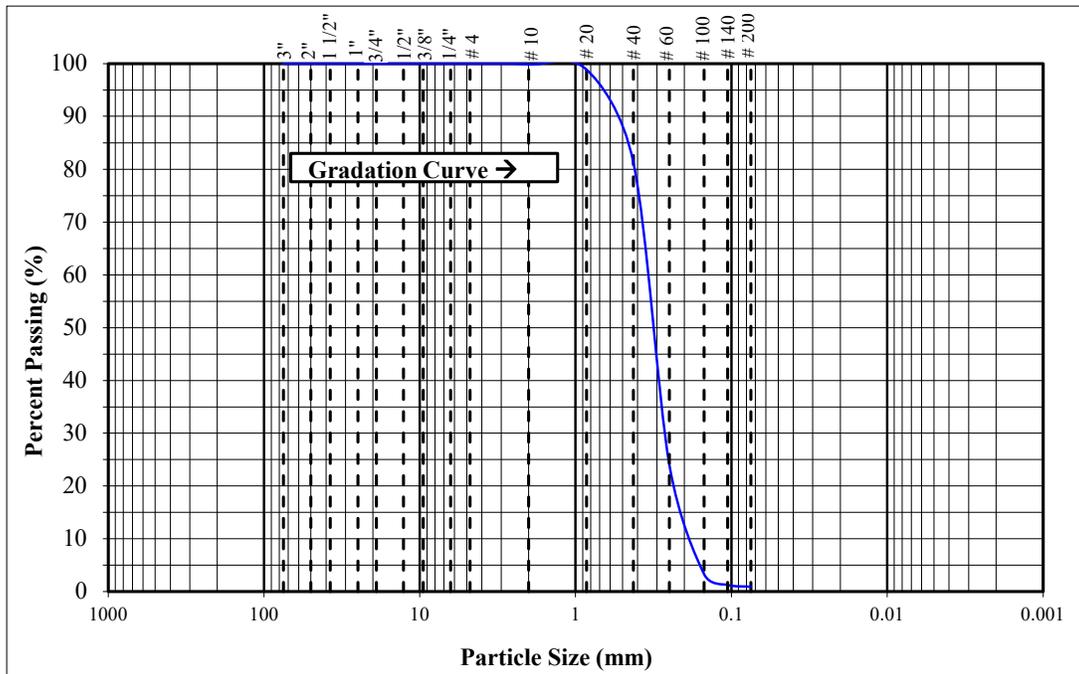
PROJECT #: 20199  
 EXPLORATION #: TP-15  
 SAMPLE #: S-1  
 SAMPLE DEPTH: 4' - 5'  
 TEST DATE: 7/20/2020

**TEST PROCEDURE**

<b>Sample Source:</b> Test Pit	<b>Sieve Stack:</b> Single	<b>Specimen Procedure:</b> Air Dry
<b>Test Method:</b> Method B	<b>Separating Sieve(s):</b> N/A	<b>Dispersion Type:</b> Tap Water

**DATA**

<u>STANDARD SIEVE</u> DESIGNATION (mm)	<u>ALTERNATIVE SIEVE</u> DESIGNATION (in)	<u>PERCENT</u> PASSING (%)
75	(3 in)	100.0
50	(2 in)	100.0
37.5	(1-1/2 in)	100.0
25.0	(1 in)	100.0
19.0	(3/4 in)	100.0
12.7	(1/2 in)	100.0
9.5	(3/8 in)	100.0
6.35	(1/4 in)	100.0
4.75	(No. 4)	100.0
2.00	(No. 10)	99.9
0.850	(No. 20)	98.9
0.425	(No. 40)	81.3
0.250	(No. 60)	24.0
0.150	(No. 100)	3.3
0.106	(No. 140)	1.2
0.075	(No. 200)	0.9



REMARKS: Moisture Content = 22.6%

Final Subdivision Amendment Application  
Brunswick Landing Village, Phase II  
Lots 1 & 8 – Brunswick Landing Housing Subdivision

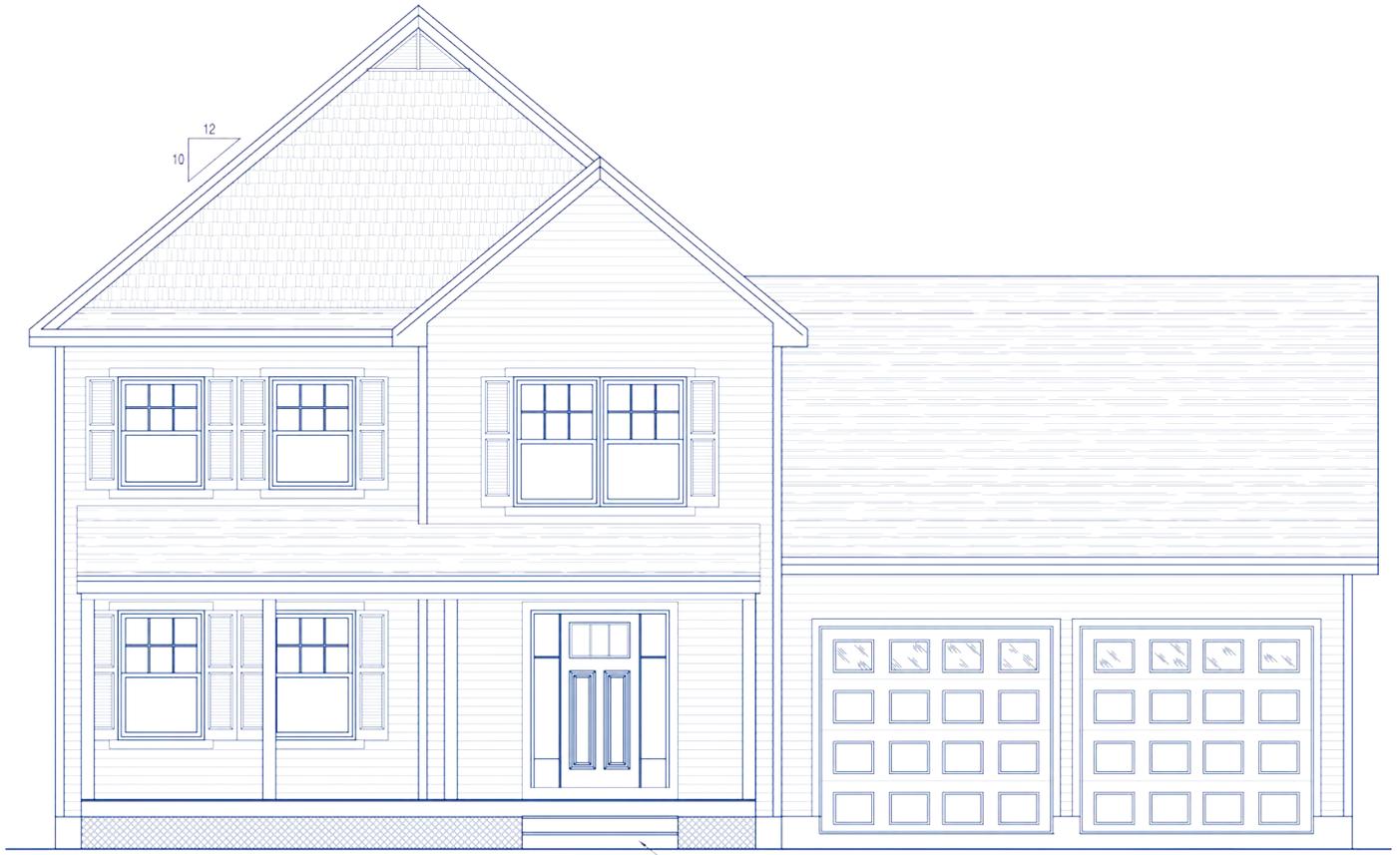
**Attachment H**  
**Architecture**

Copies of the elevations and floor plans are enclosed for reference.

H

Architecture

David (1848 Sq ft) – Front



David - Rear



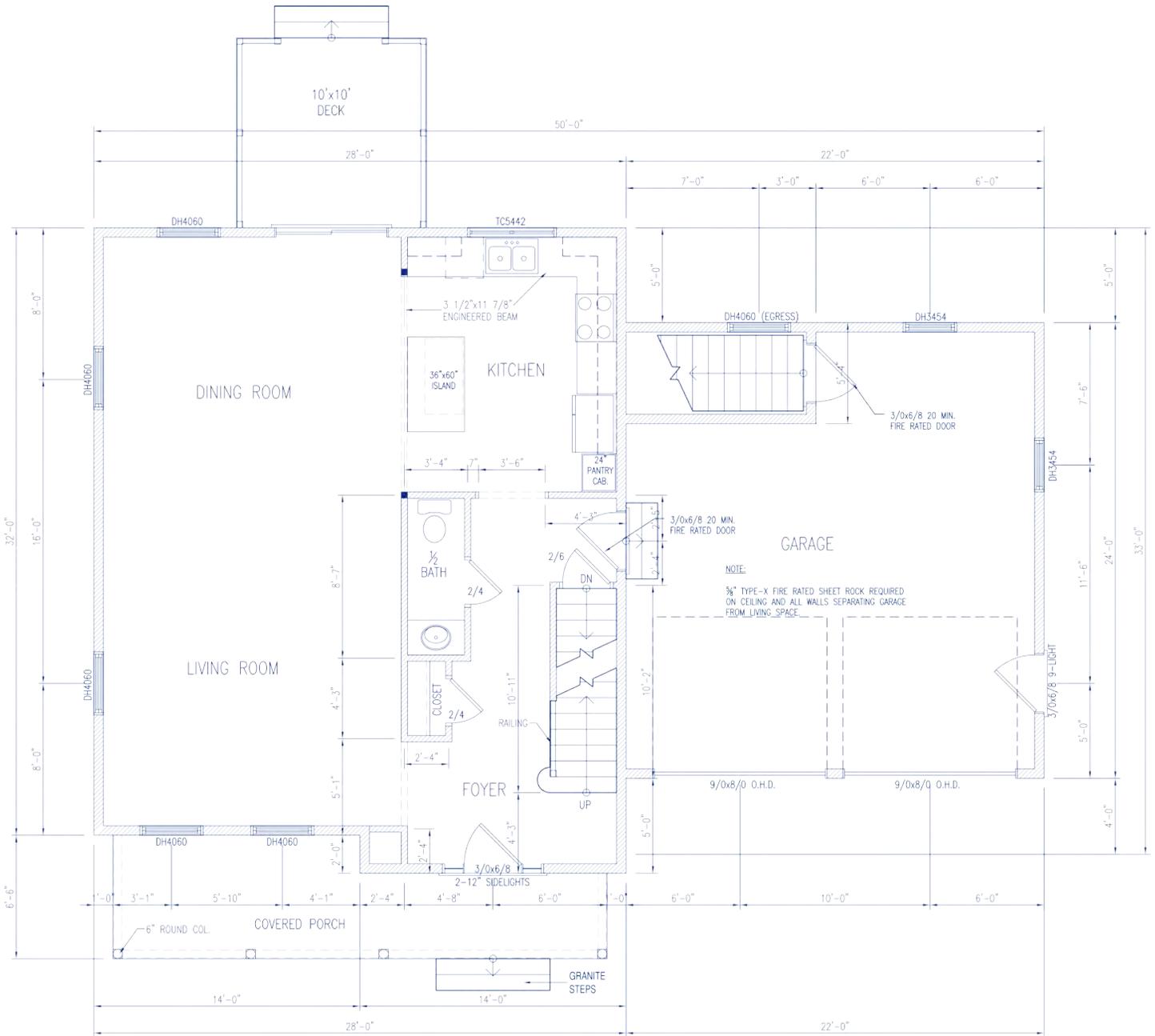
David – Left



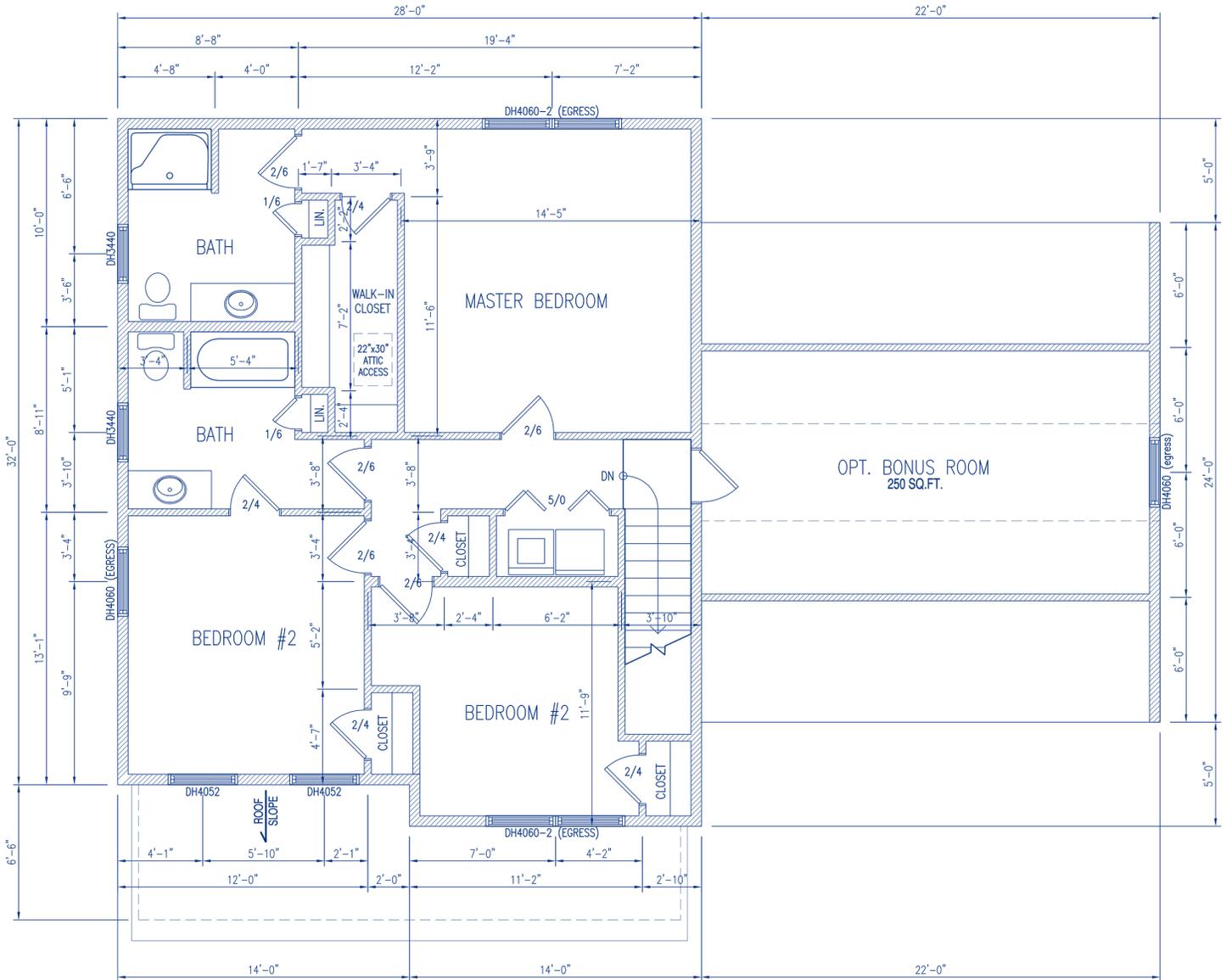
David – Right



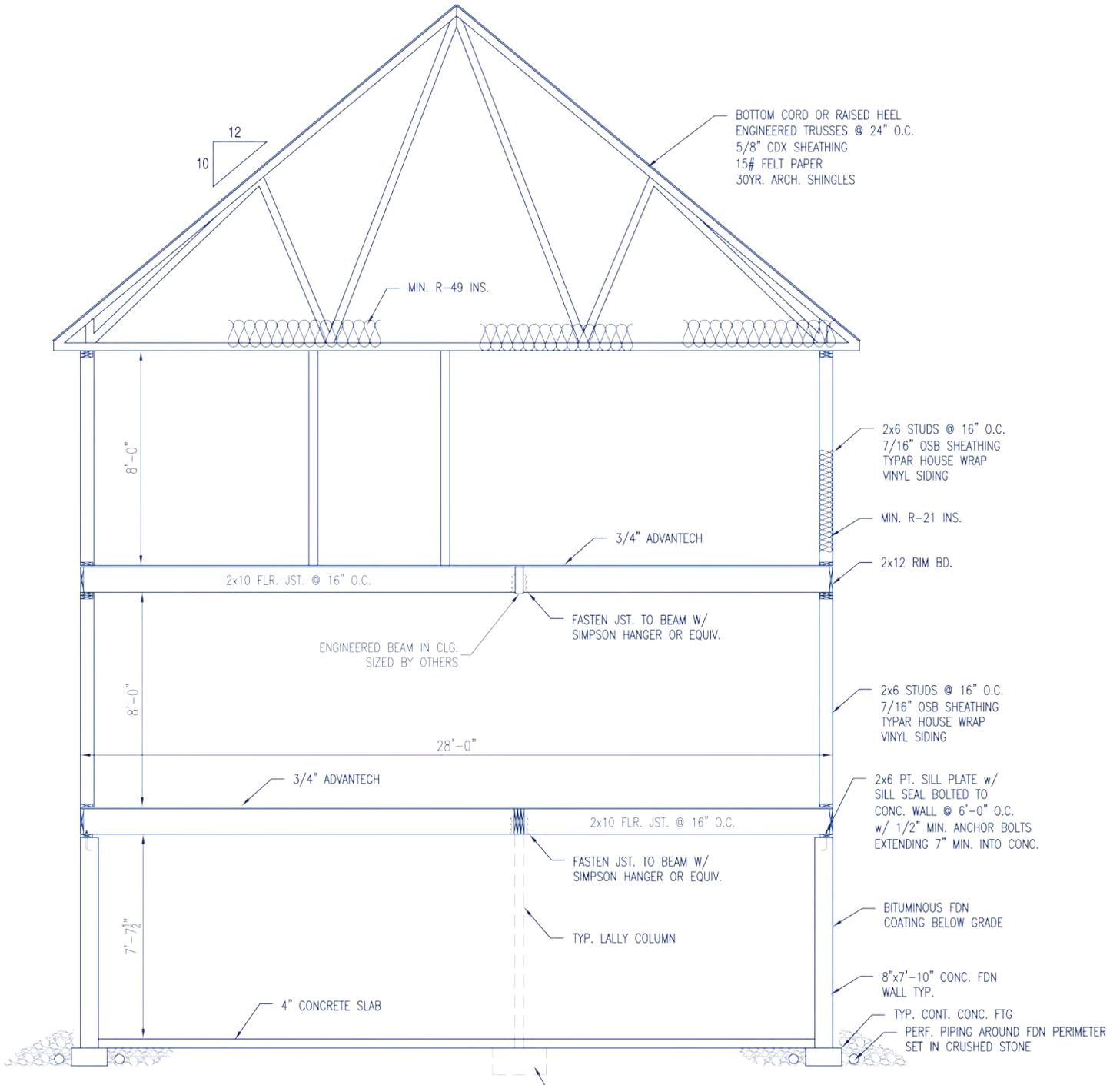
David – First Floor Plan



David – Second Floor Plan



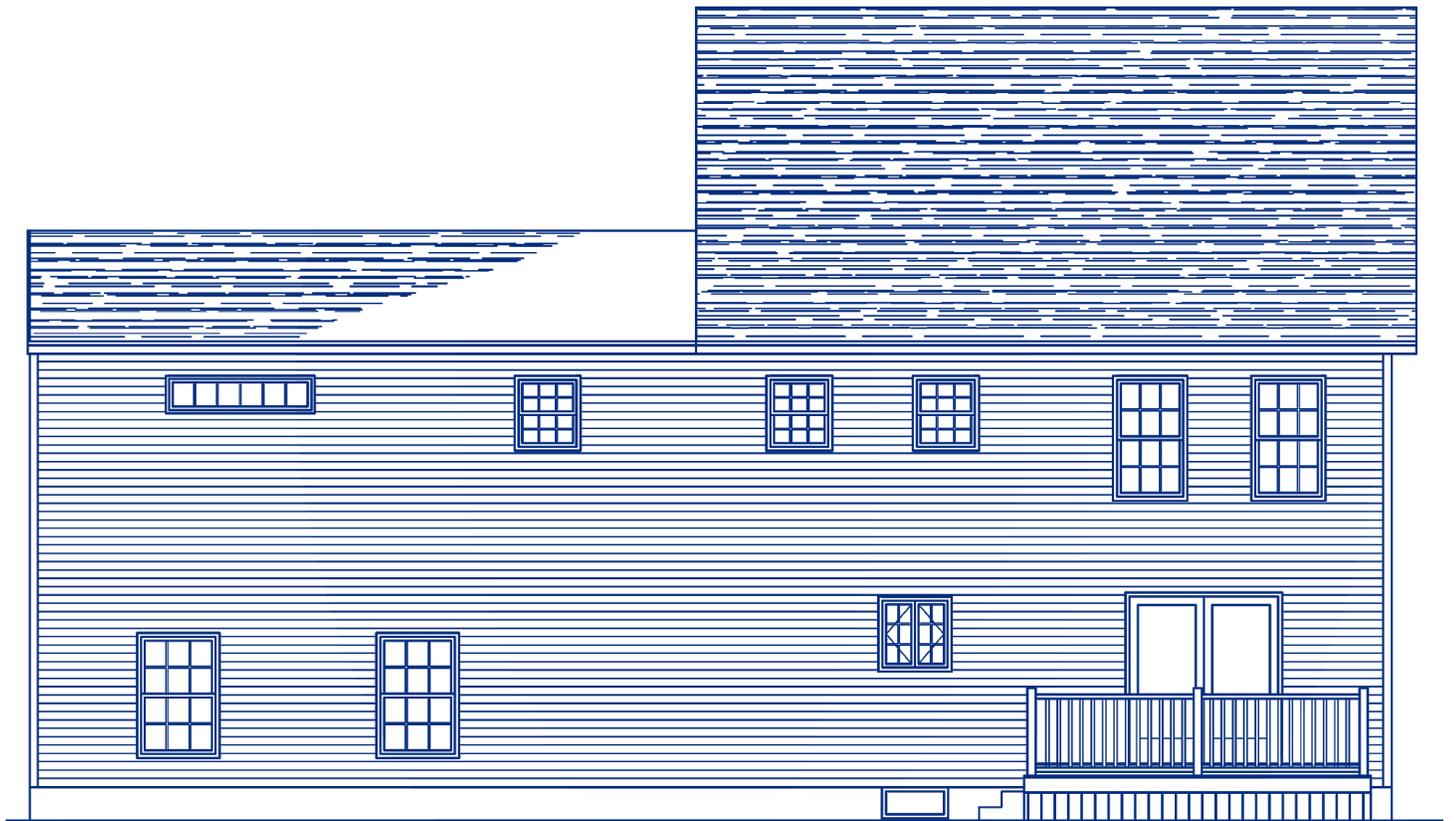
David-Cross Section



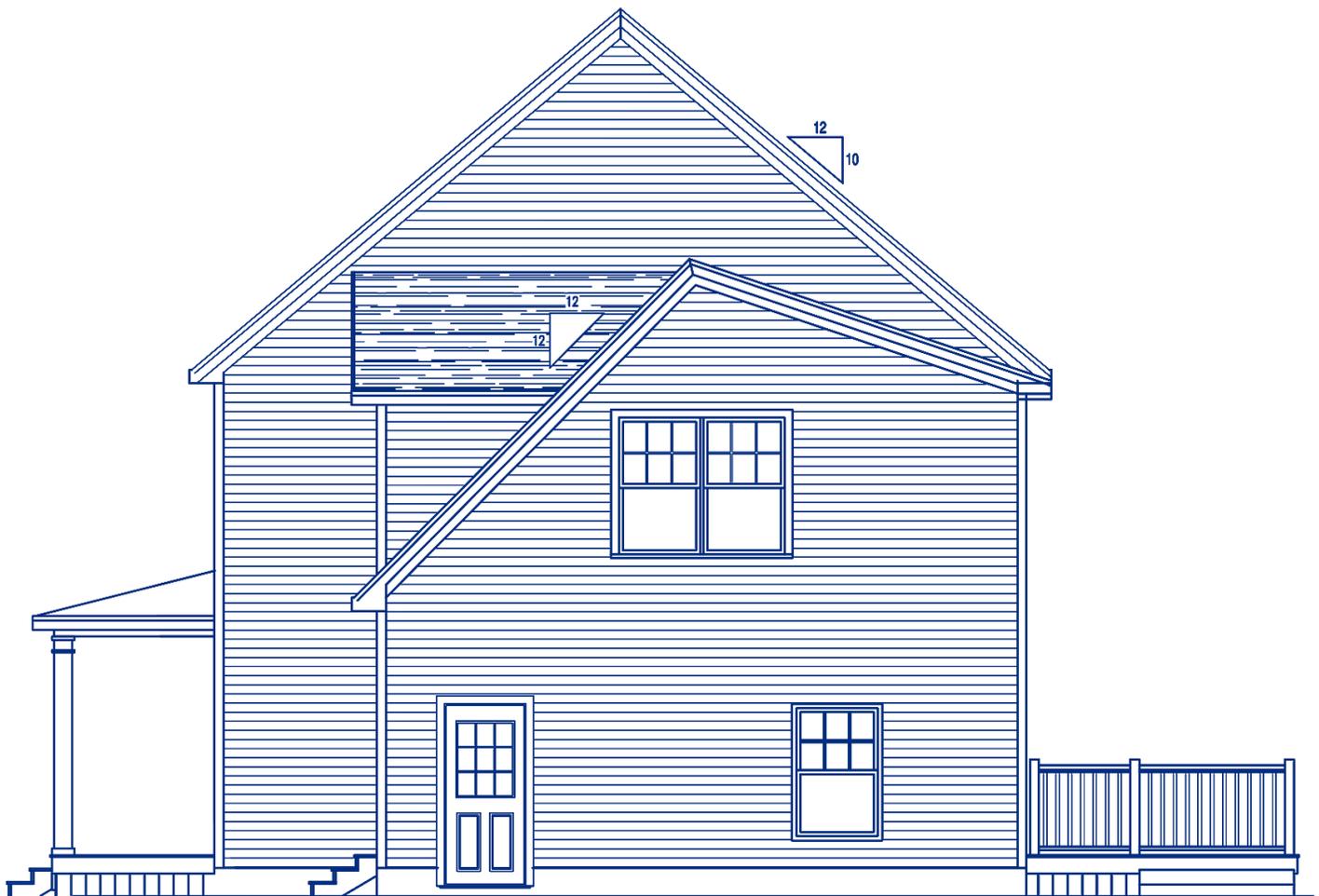
Jackman (2376 Sq ft) – Front



Jackman – Rear



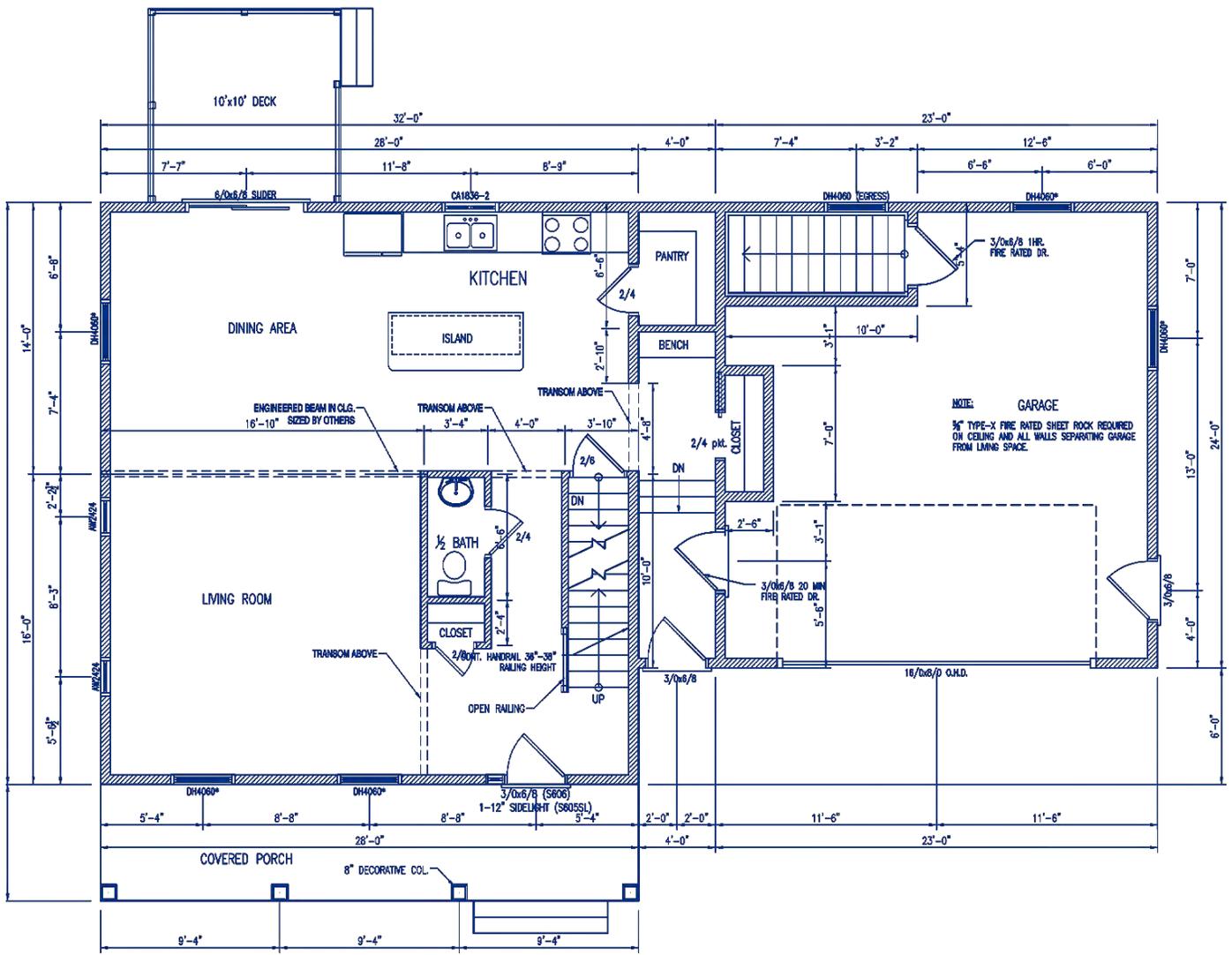
Jackman – Left



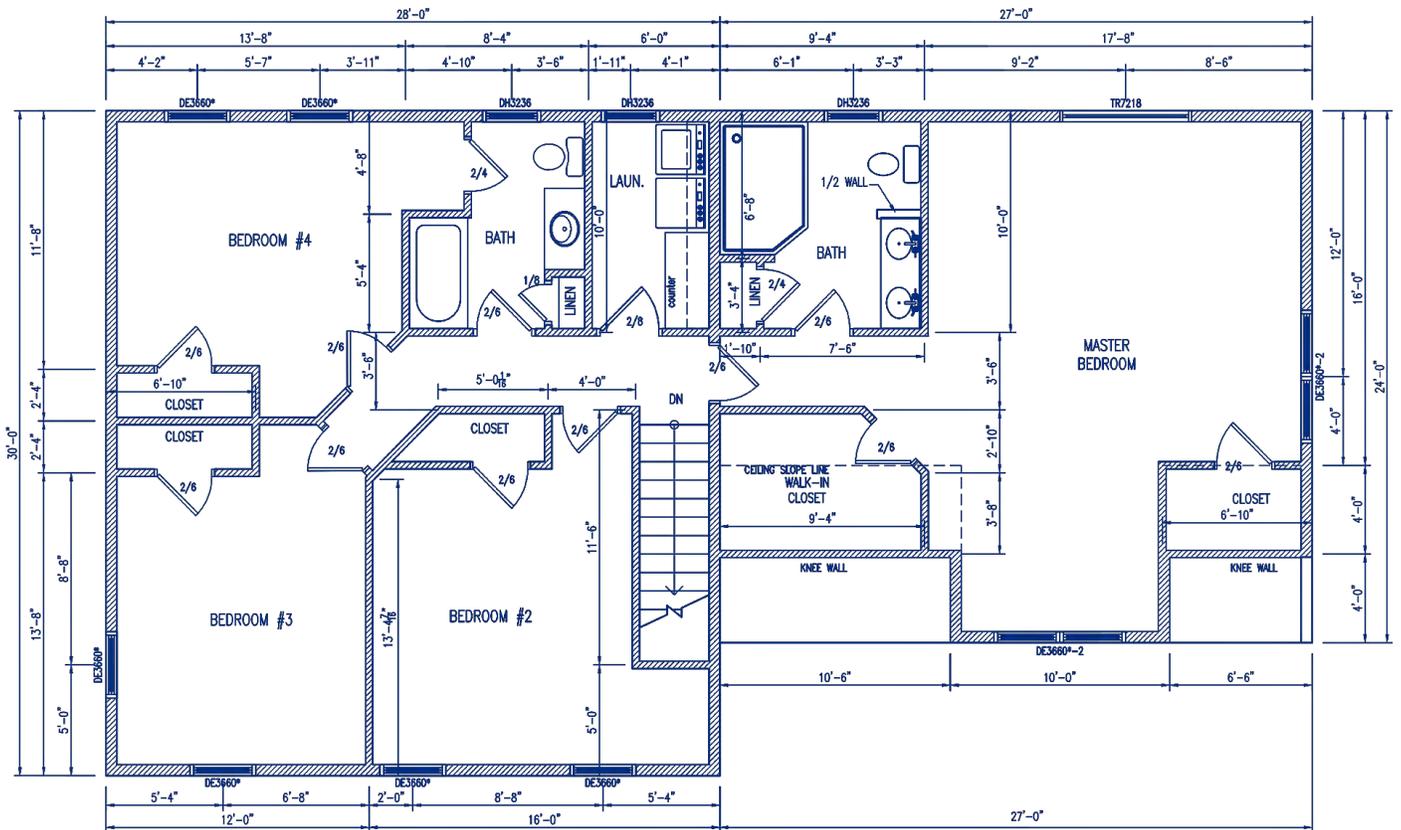
Jackman – Right



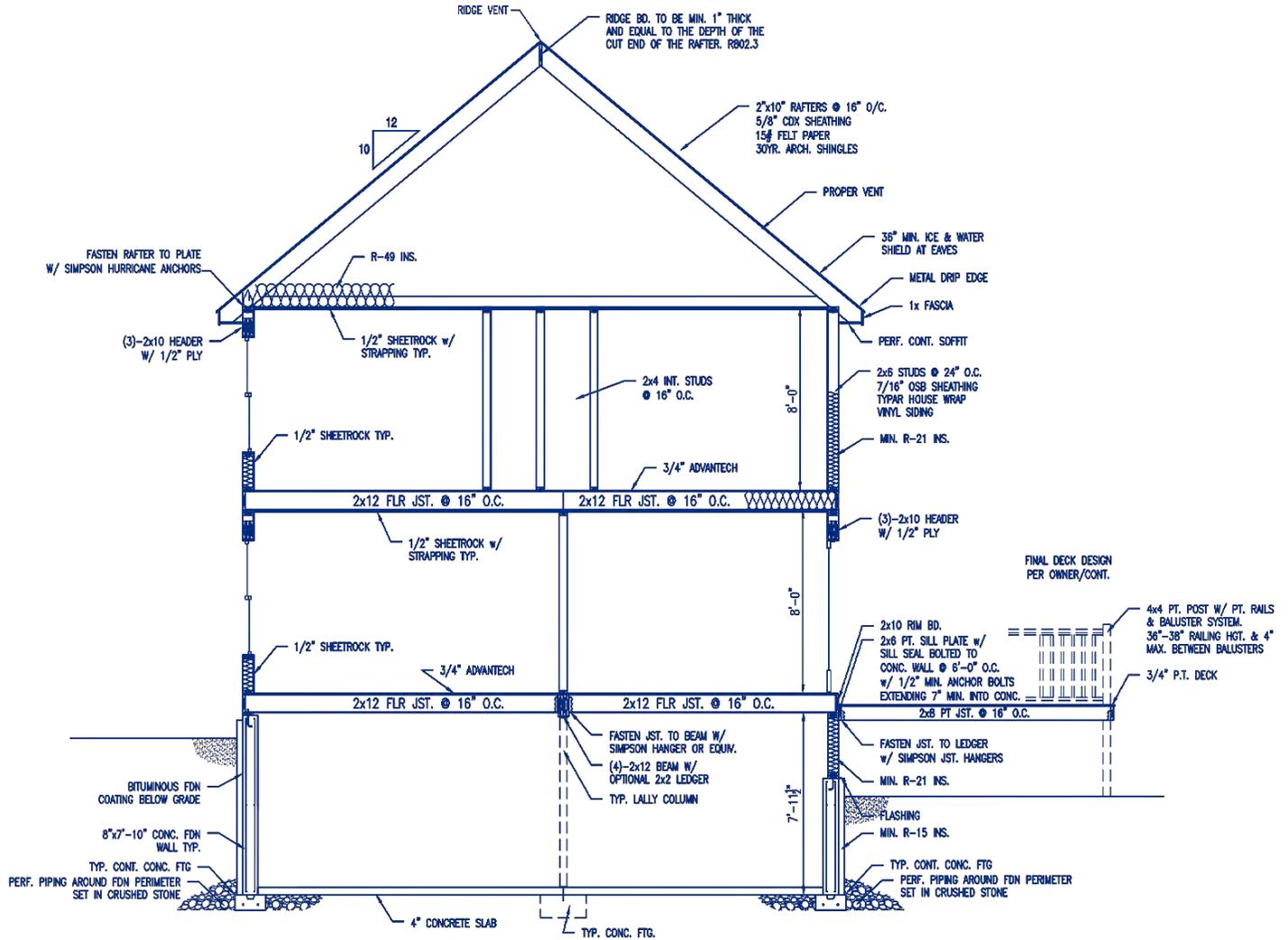
# Jackman – First Floor Plan



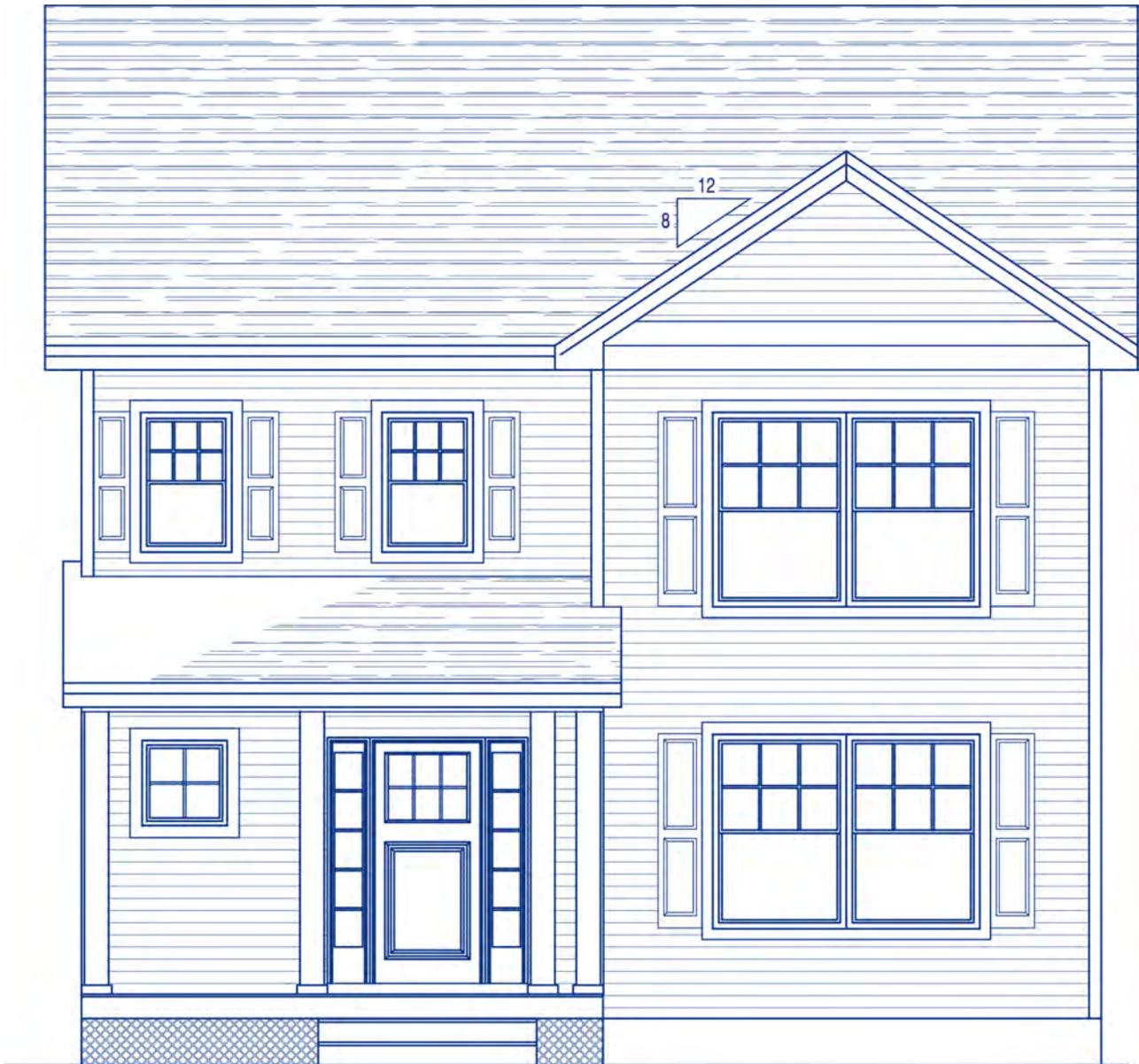
Jackman – Second Floor Plan



Jackman – Cross Section



The Linwood (1,372 sq ft) – Front



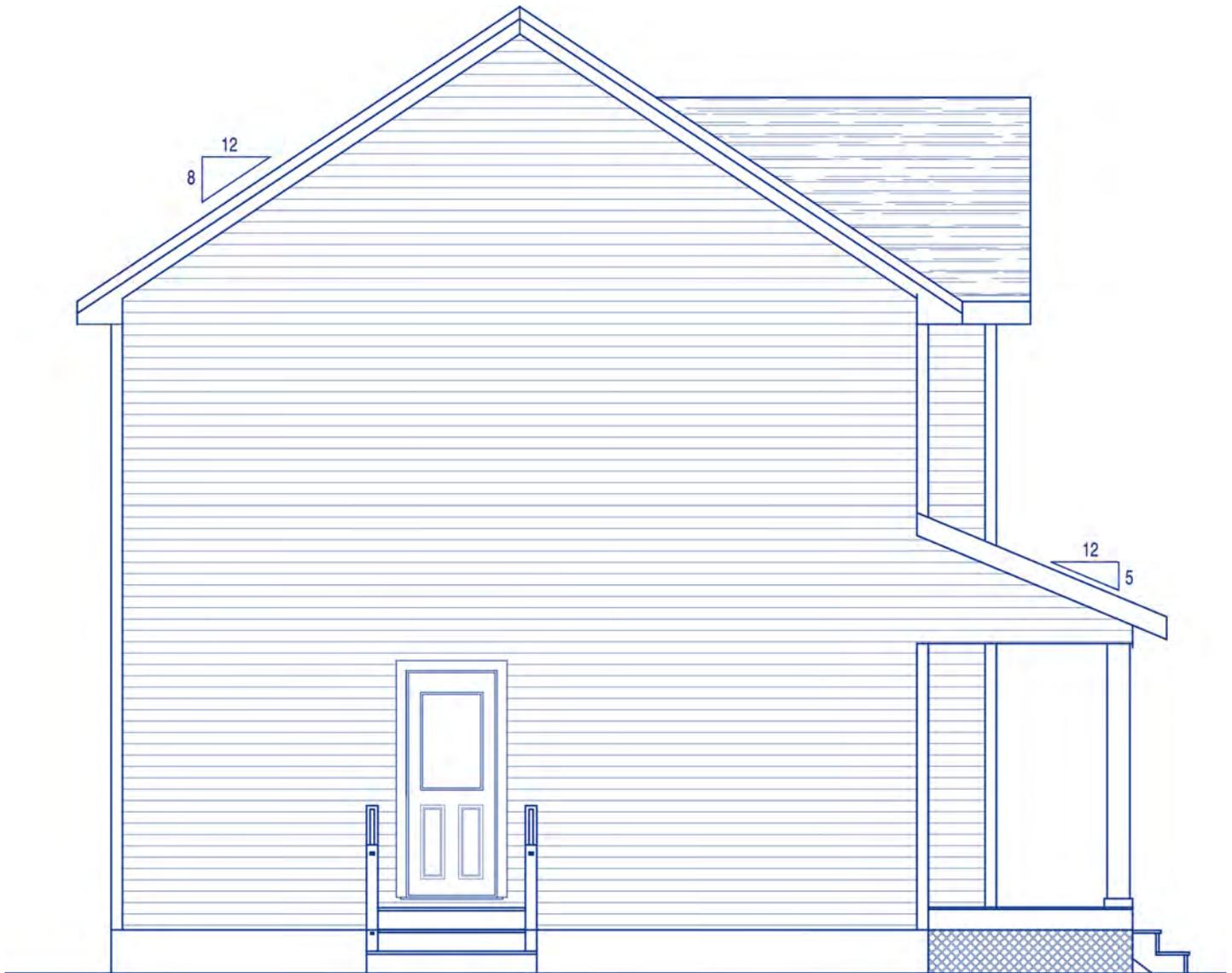
The Linwood – Rear



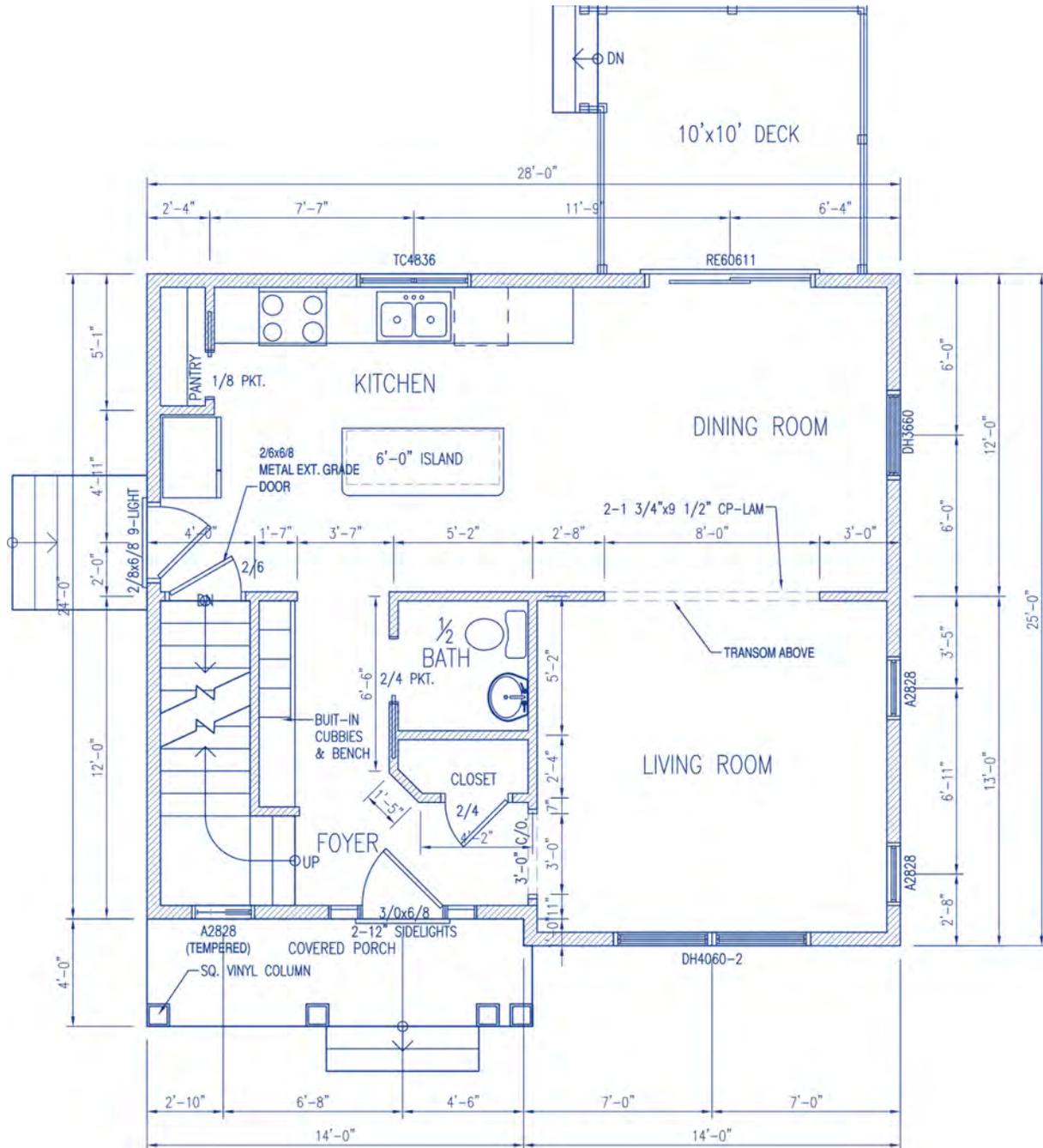
The Linwood – Left



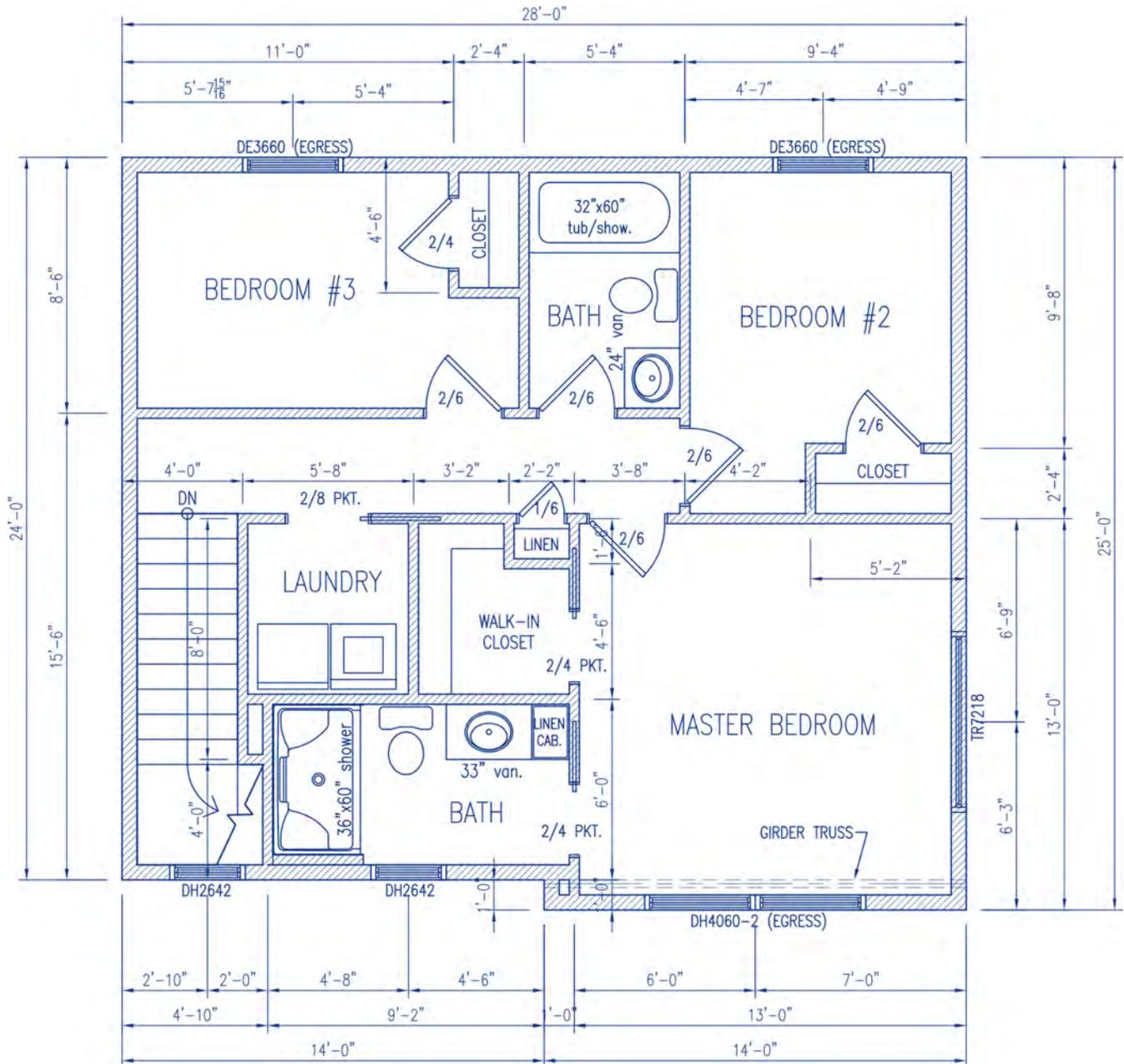
The Linwood – Right



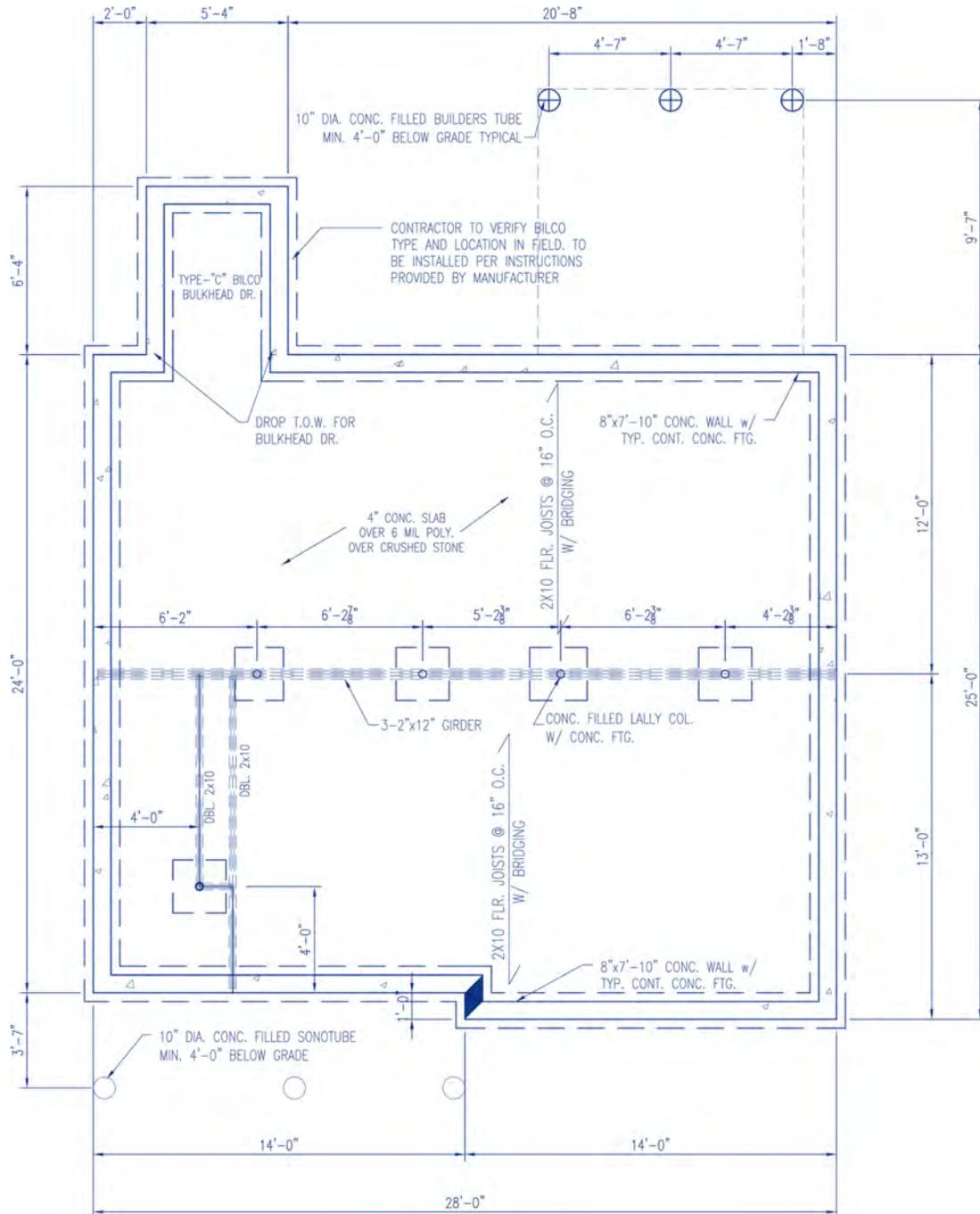
The Linwood – First Floor Plan



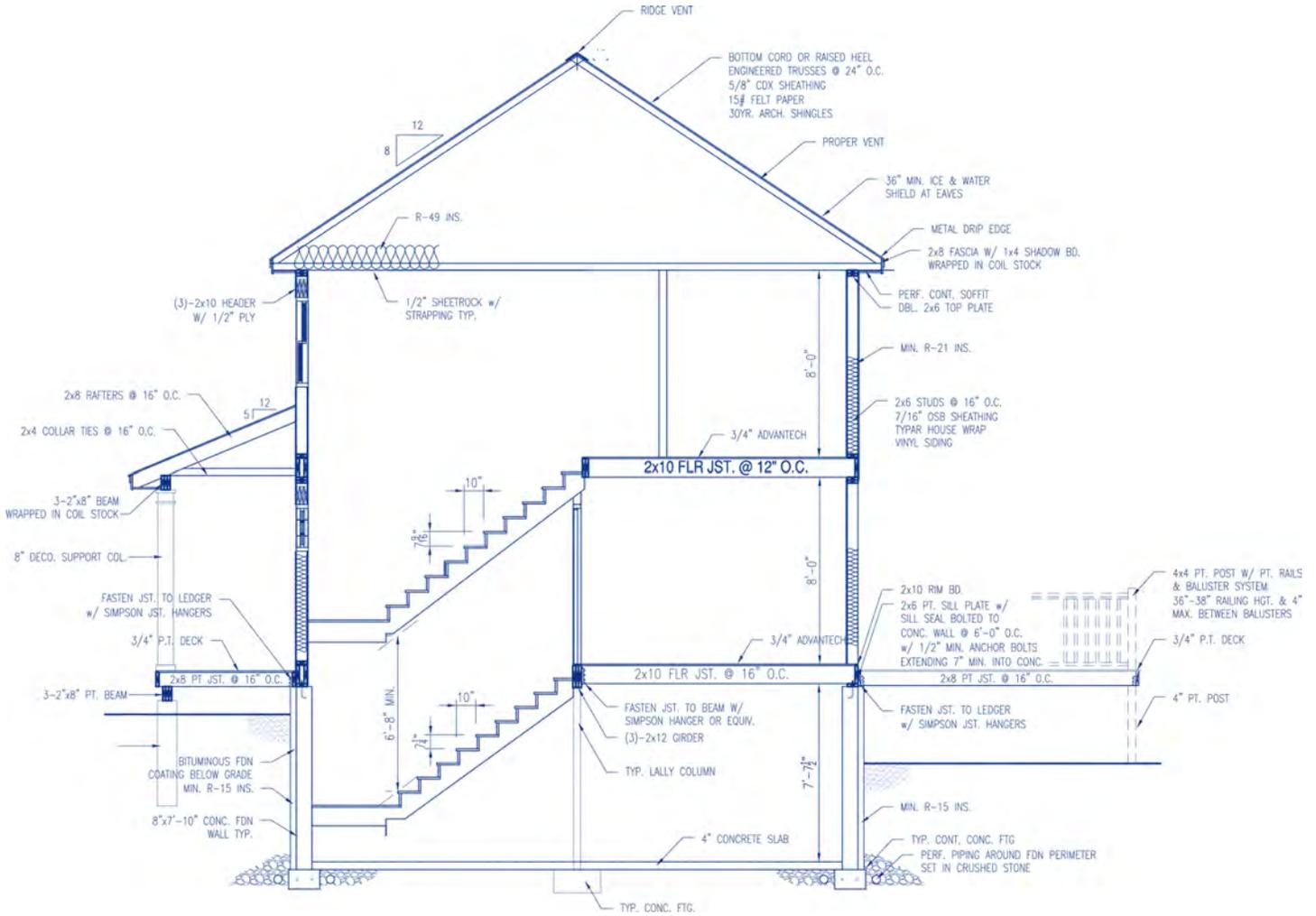
The Linwood – Second Floor Plan



The Linwood – Foundation Plan



## The Linwood – Cross-section



The Ari (1644 Sq ft) - Front



The Ari – Rear



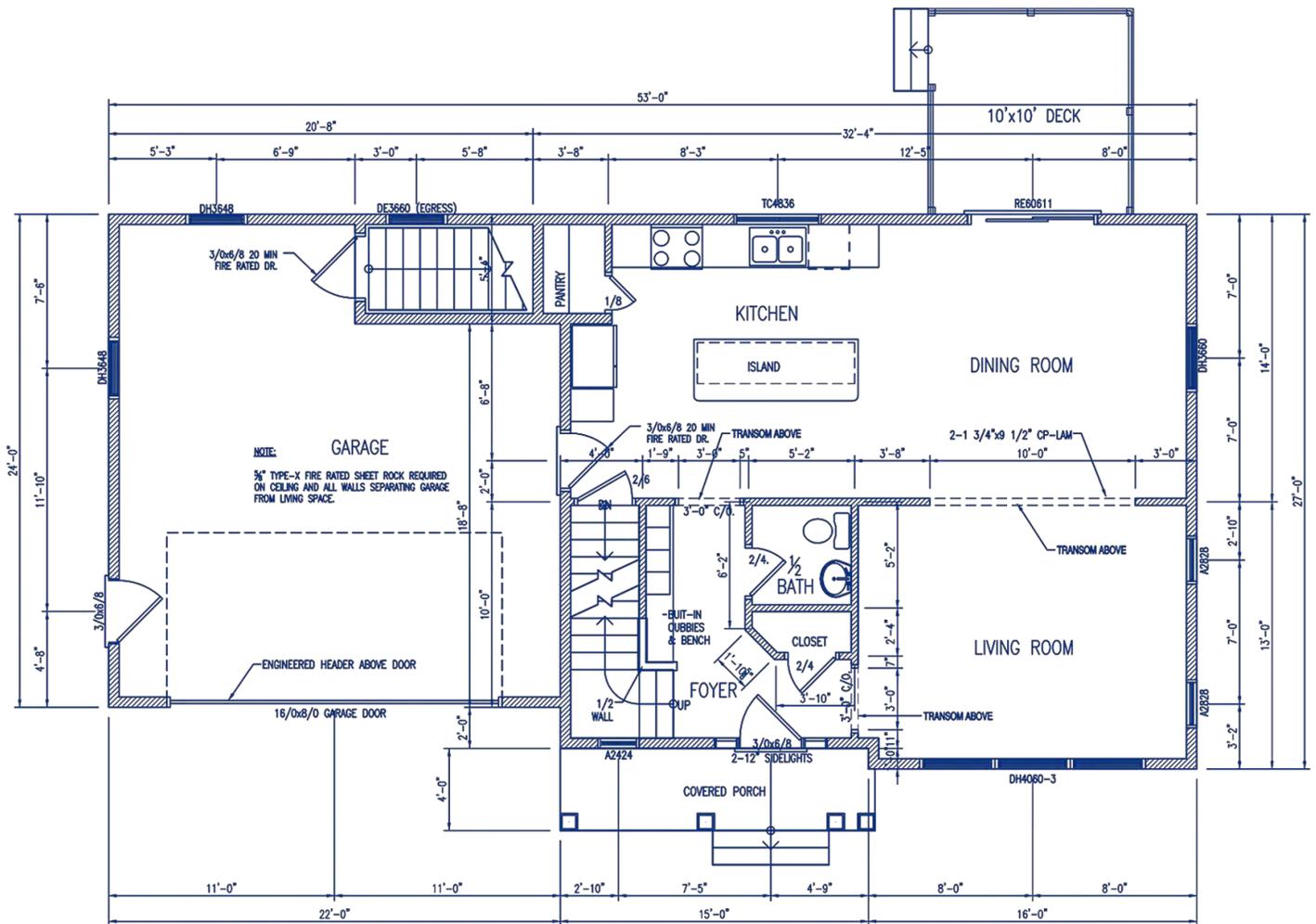
The Ari – Left



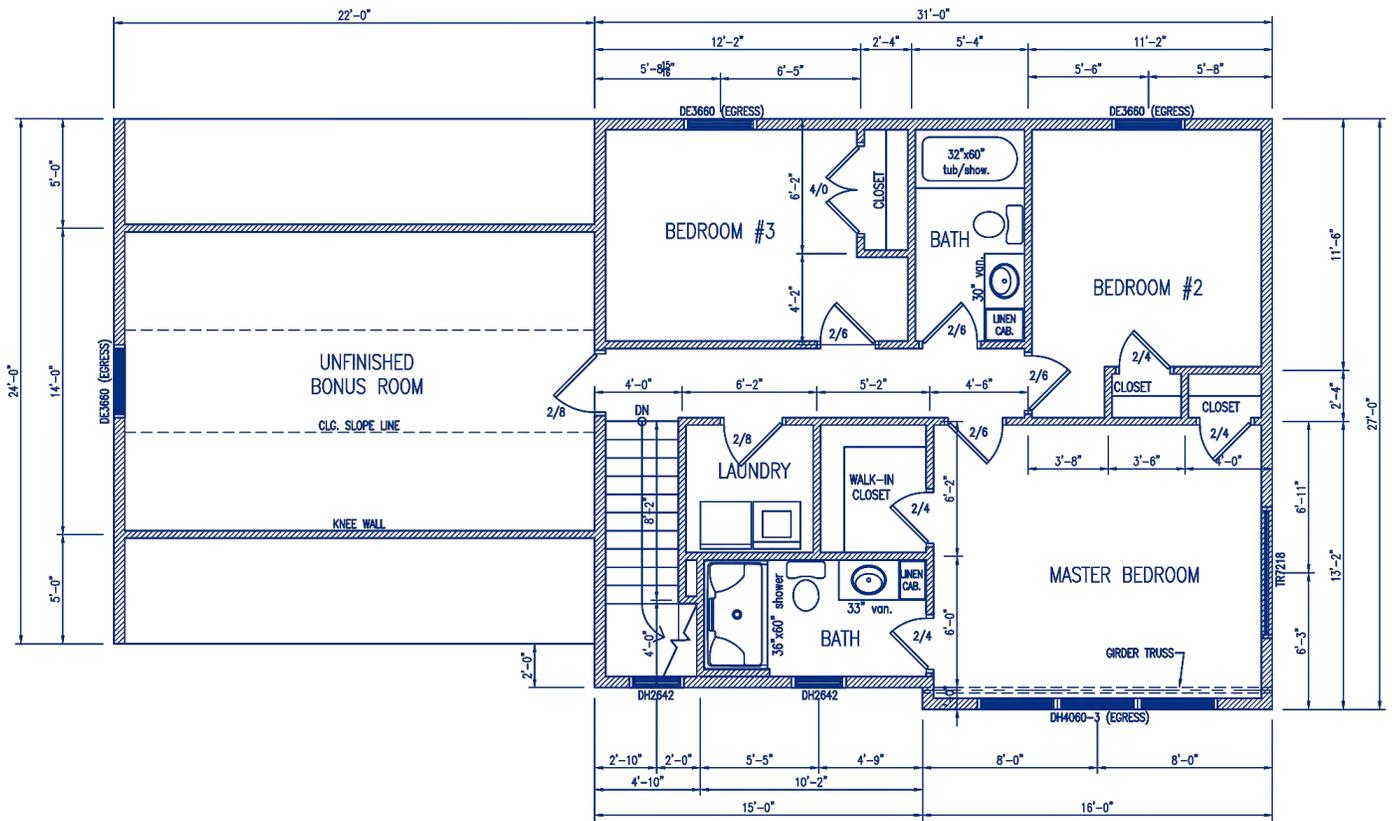
The Ari – Right



The Ari – First Floor Plan

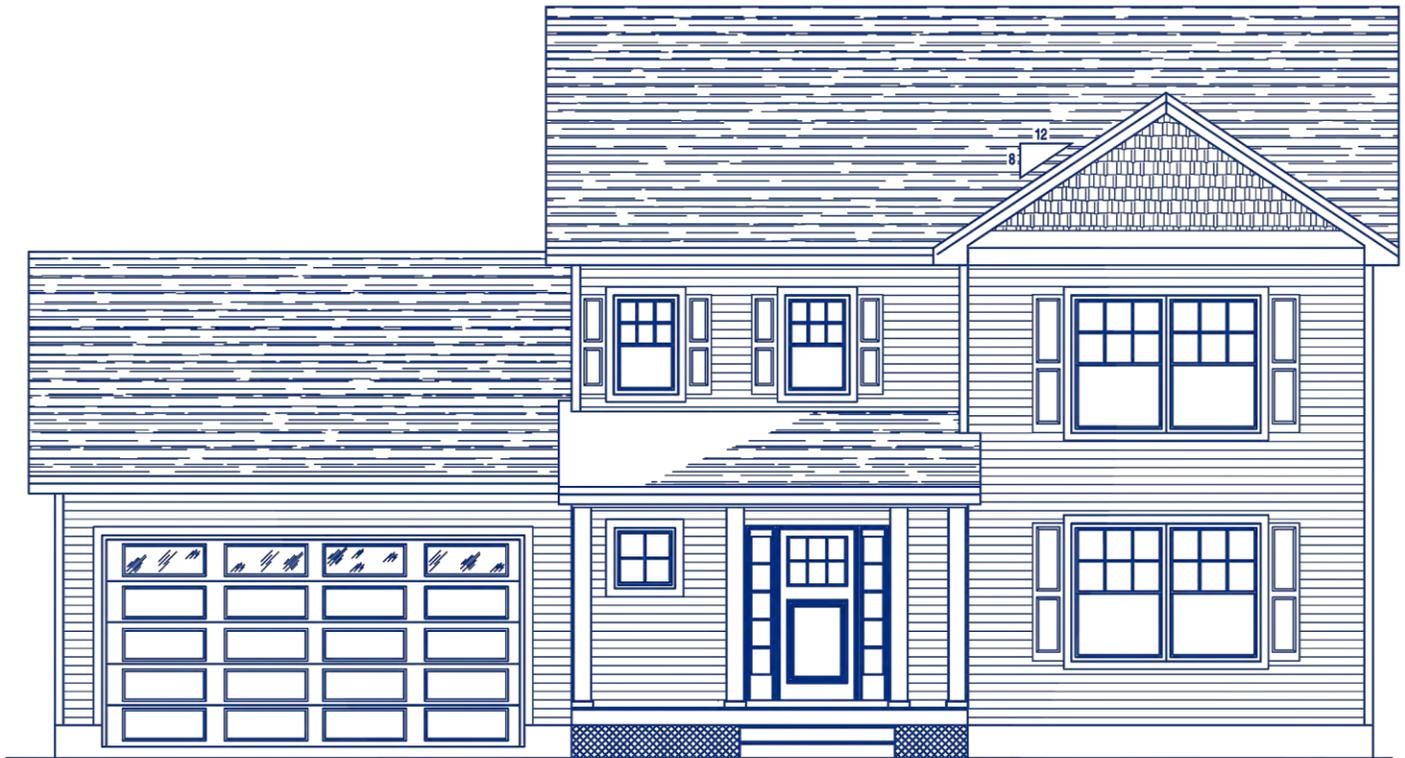


The Ari – Second Floor Plan





Holly (1422 Sq ft) – Front



Holly – Rear



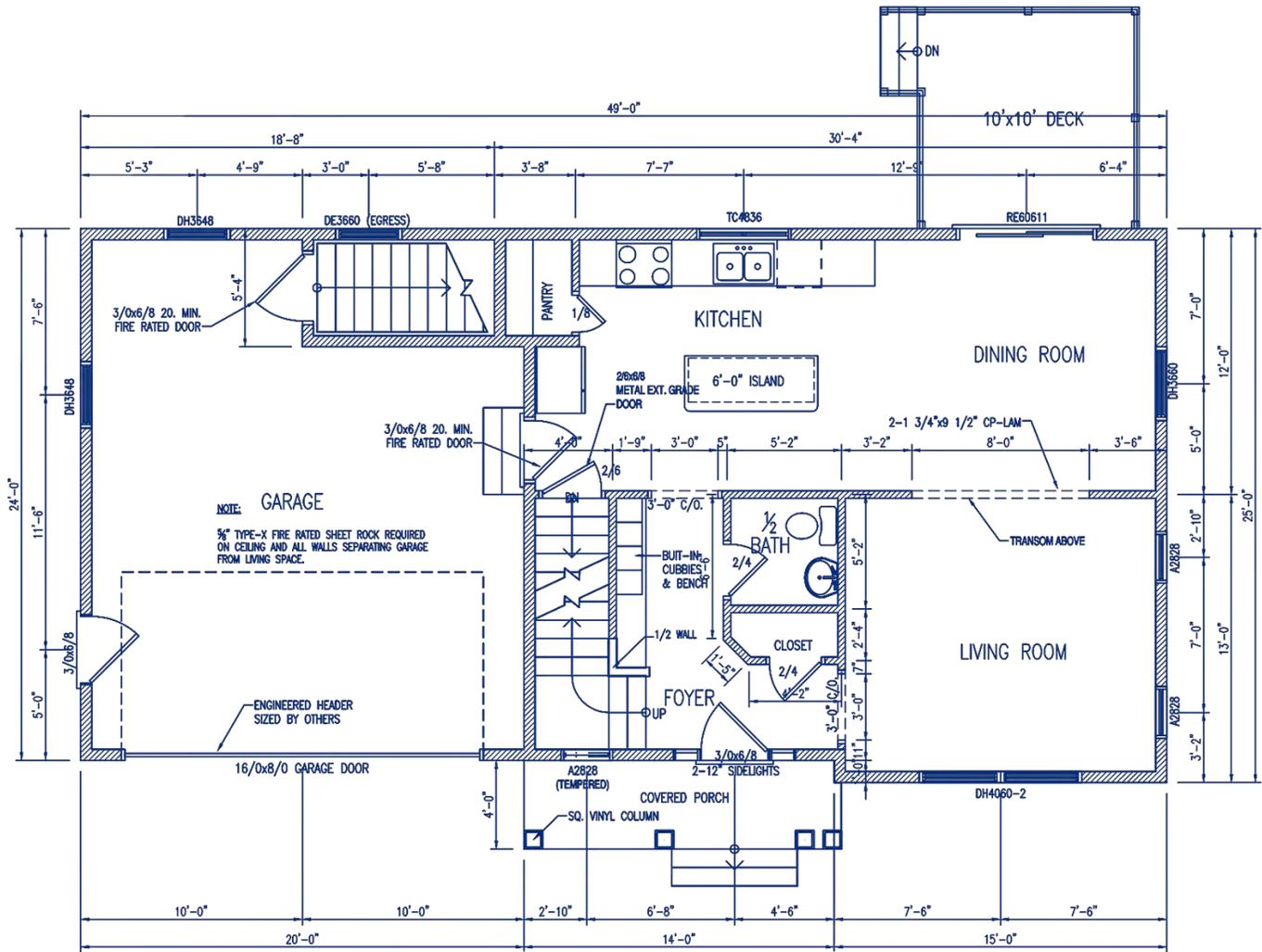
Holly – Left



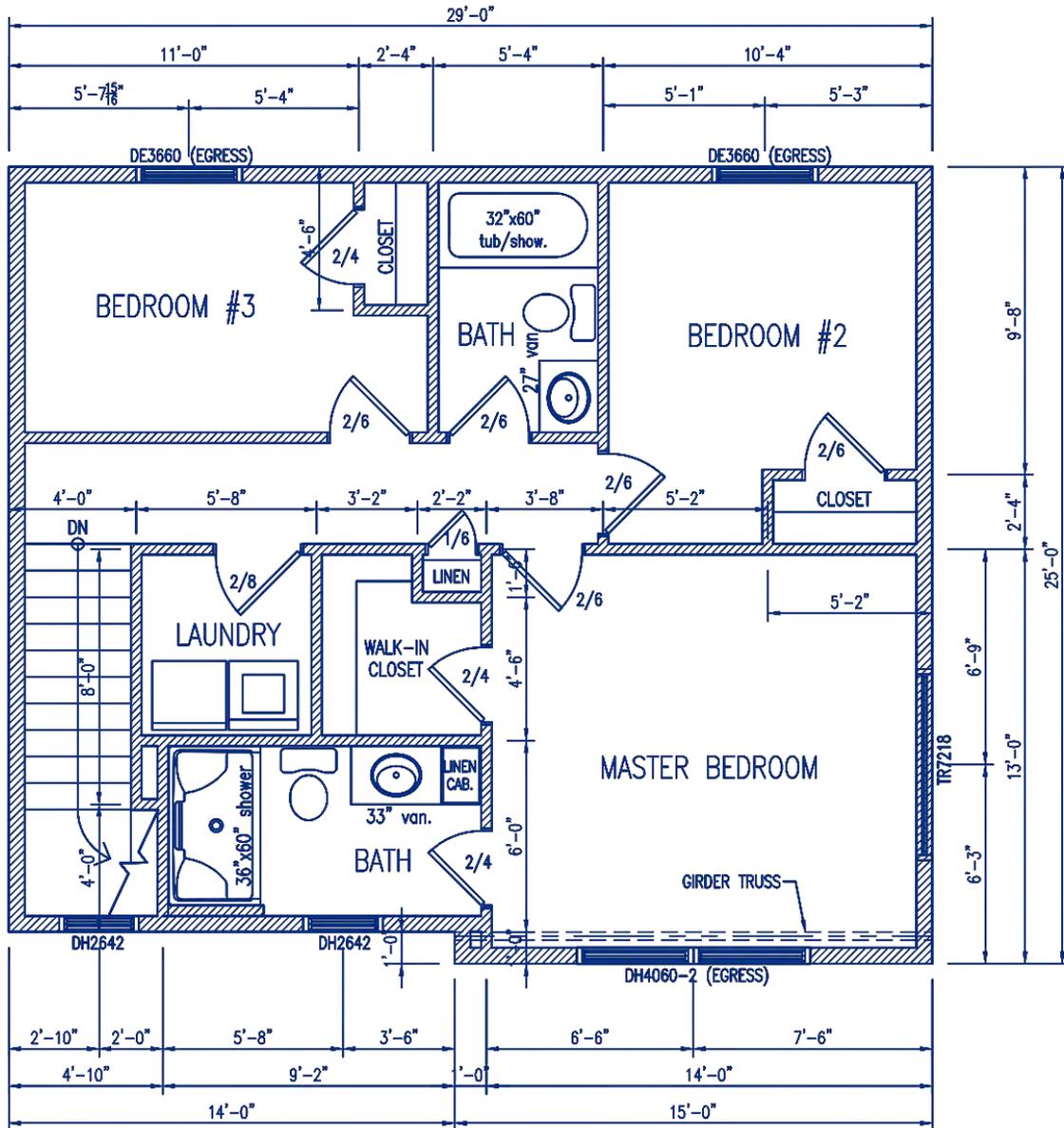
Holly – Right



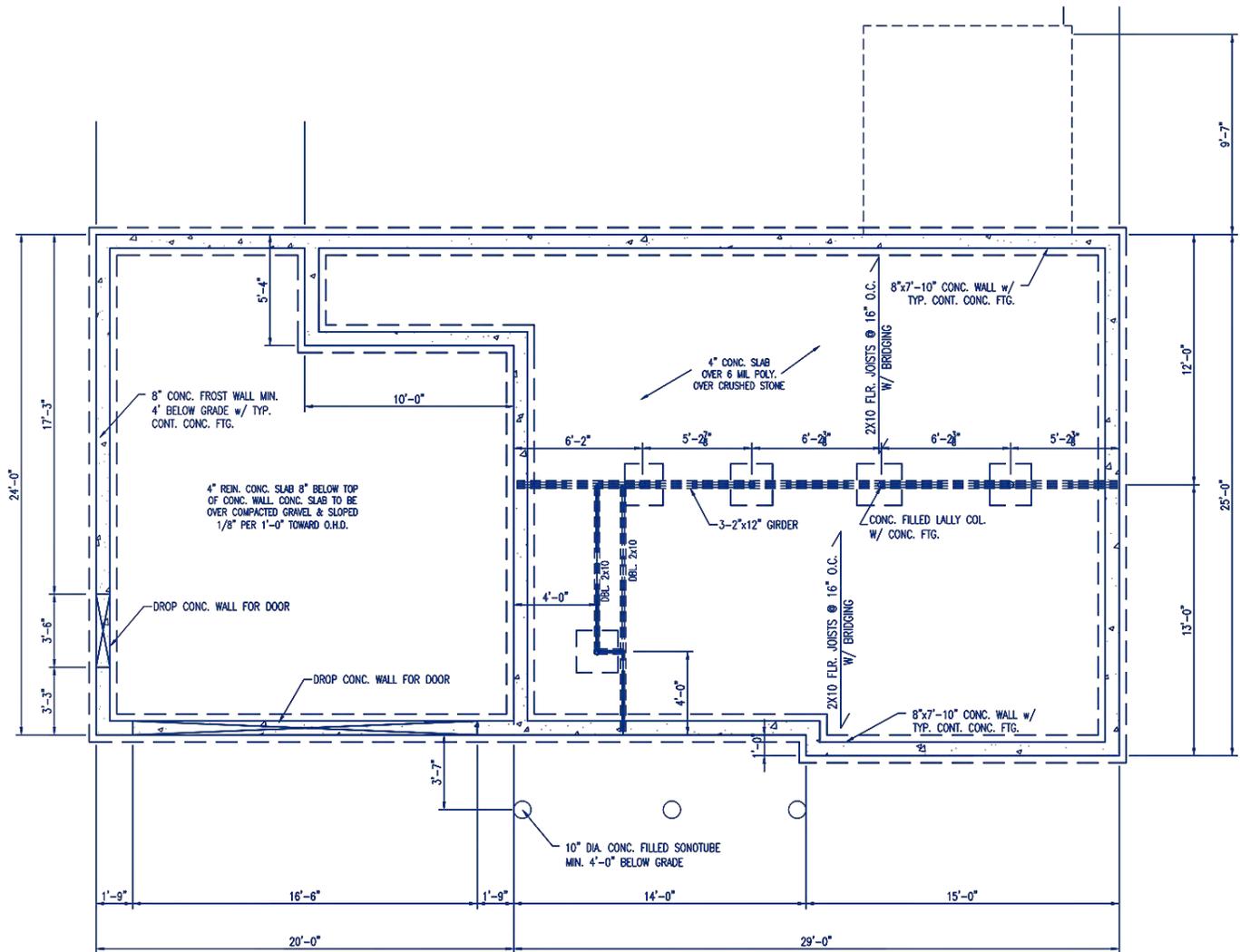
Holly – First Floor Plan



Holly – Second Floor Plan



Holly – First Floor Plan



Final Subdivision Amendment Application  
Brunswick Landing Village, Phase II  
Lots 1 & 8 – Brunswick Landing Housing Subdivision

**Attachment I**  
**Subdivision Plan**

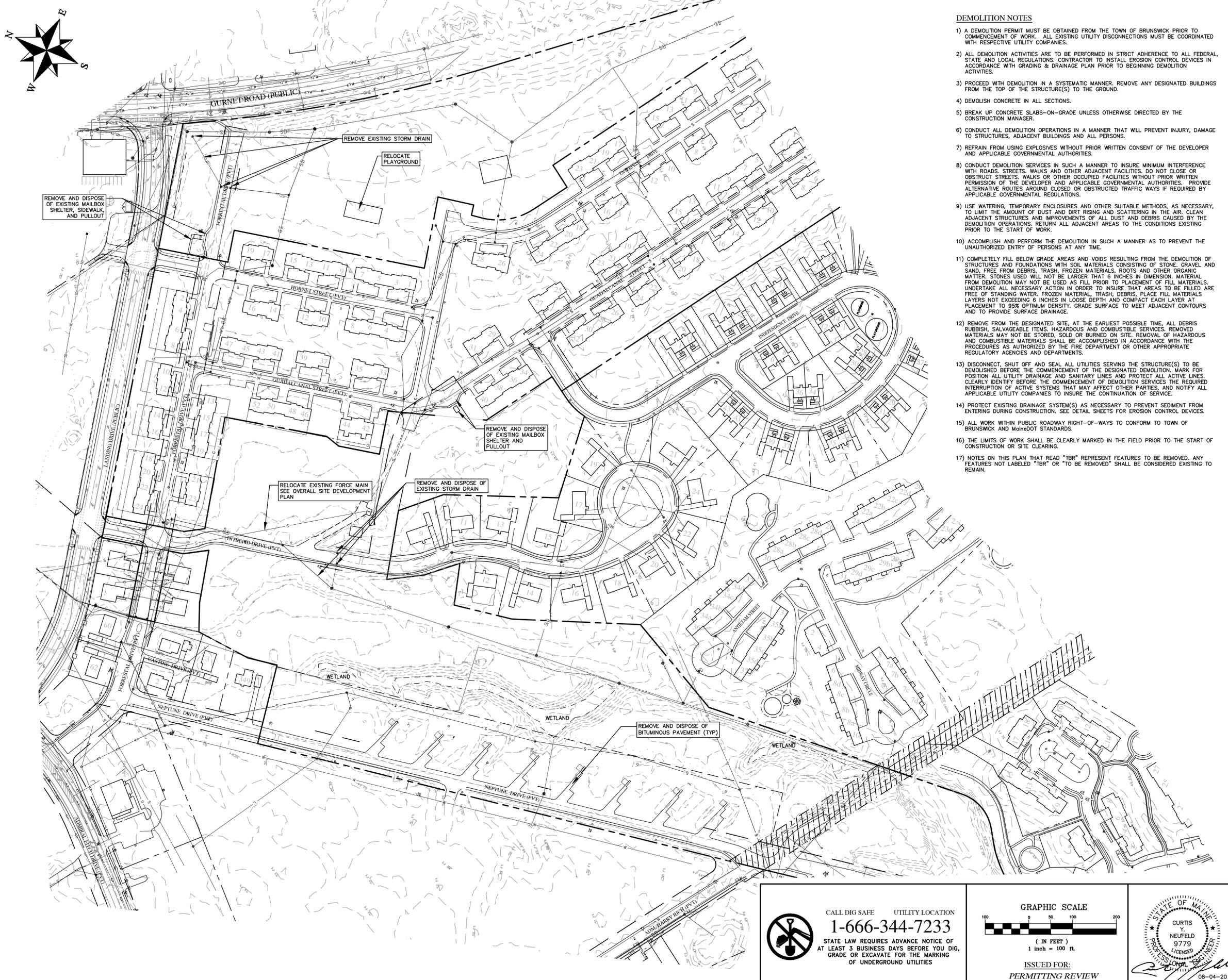


The Subdivision Plan Amendment and plan set are included for review as a separate plan set of full-size documents.

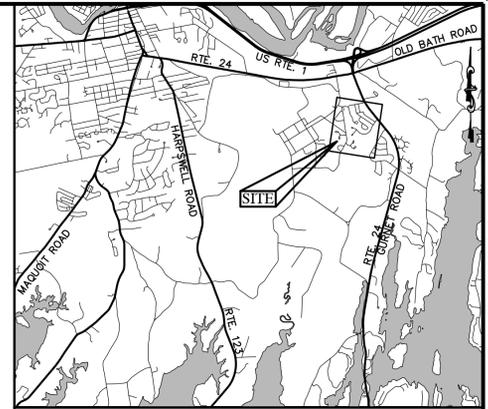
Subdivision Plan



X:\LAND PROJECTS\2020\08\HELLOS BRUNSWICK DESIGN PHASE (ID\08\2020\08 SITE\DWG. EX COND-DEM).DWG, 3/16/2020 2:47:30 PM, CURT  
 10/2020. THIS DRAWING IS THE PROPERTY AND INSTRUMENT OF SITELINE PA. NO MODIFICATIONS OR CHANGES MAY BE MADE TO THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITELINE PA. ANY MODIFICATION, CHANGE OR USE OF THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITELINE PA. IS AT THE USER'S RISK.



- DEMOLITION NOTES**
- 1) A DEMOLITION PERMIT MUST BE OBTAINED FROM THE TOWN OF BRUNSWICK PRIOR TO COMMENCEMENT OF WORK. ALL EXISTING UTILITY DISCONNECTIONS MUST BE COORDINATED WITH RESPECTIVE UTILITY COMPANIES.
  - 2) ALL DEMOLITION ACTIVITIES ARE TO BE PERFORMED IN STRICT ADHERENCE TO ALL FEDERAL, STATE, AND LOCAL REGULATIONS. CONTRACTOR TO INSTALL EROSION CONTROL DEVICES IN ACCORDANCE WITH GRADING & DRAINAGE PLAN PRIOR TO BEGINNING DEMOLITION ACTIVITIES.
  - 3) PROCEED WITH DEMOLITION IN A SYSTEMATIC MANNER. REMOVE ANY DESIGNATED BUILDINGS FROM THE TOP OF THE STRUCTURE(S) TO THE GROUND.
  - 4) DEMOLISH CONCRETE IN ALL SECTIONS.
  - 5) BREAK UP CONCRETE SLABS-ON-GRADE UNLESS OTHERWISE DIRECTED BY THE CONSTRUCTION MANAGER.
  - 6) CONDUCT ALL DEMOLITION OPERATIONS IN A MANNER THAT WILL PREVENT INJURY, DAMAGE TO STRUCTURES, ADJACENT BUILDINGS AND ALL PERSONS.
  - 7) REFRAIN FROM USING EXPLOSIVES WITHOUT PRIOR WRITTEN CONSENT OF THE DEVELOPER AND APPLICABLE GOVERNMENTAL AUTHORITIES.
  - 8) CONDUCT DEMOLITION SERVICES IN SUCH A MANNER TO INSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS AND OTHER ADJACENT FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED FACILITIES WITHOUT PRIOR WRITTEN PERMISSION OF THE DEVELOPER AND APPLICABLE GOVERNMENTAL AUTHORITIES. PROVIDE ALTERNATIVE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFIC WAYS IF REQUIRED BY APPLICABLE GOVERNMENTAL REGULATIONS.
  - 9) USE WATERING, TEMPORARY ENCLOSURES AND OTHER SUITABLE METHODS, AS NECESSARY, TO LIMIT THE AMOUNT OF DUST AND DIRT RISING AND SCATTERING IN THE AIR. CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF ALL DUST AND DEBRIS CAUSED BY THE DEMOLITION OPERATIONS. RETURN ALL ADJACENT AREAS TO THE CONDITIONS EXISTING PRIOR TO THE START OF WORK.
  - 10) ACCOMPLISH AND PERFORM THE DEMOLITION IN SUCH A MANNER AS TO PREVENT THE UNAUTHORIZED ENTRY OF PERSONS AT ANY TIME.
  - 11) COMPLETELY FILL BELOW GRADE AREAS AND VOIDS RESULTING FROM THE DEMOLITION OF STRUCTURES AND FOUNDATIONS WITH SOIL MATERIALS CONSISTING OF STONE, GRAVEL AND SAND, FREE FROM DEBRIS, TRASH, FROZEN MATERIALS, ROOTS AND OTHER ORGANIC MATTER. STONES USED WILL NOT BE LARGER THAN 6 INCHES IN DIMENSION. MATERIAL FROM DEMOLITION MAY NOT BE USED AS FILL PRIOR TO PLACEMENT OF FILL MATERIALS. UNDERTAKE ALL NECESSARY ACTION IN ORDER TO INSURE THAT AREAS TO BE FILLED ARE FREE OF STANDING WATER, FROZEN MATERIAL, TRASH, DEBRIS. PLACE FILL MATERIALS LAYERS NOT EXCEEDING 6 INCHES IN LOOSE DEPTH AND COMPACT EACH LAYER AT PLACEMENT TO 95% OPTIMUM DENSITY. GRADE SURFACE TO MEET ADJACENT CONTOURS AND TO PROVIDE SURFACE DRAINAGE.
  - 12) REMOVE FROM THE DESIGNATED SITE, AT THE EARLIEST POSSIBLE TIME, ALL DEBRIS RUBBISH, SALVAGEABLE ITEMS, HAZARDOUS AND COMBUSTIBLE SERVICES. REMOVED MATERIALS MAY NOT BE STORED, SOLD OR BURNED ON SITE. REMOVAL OF HAZARDOUS AND COMBUSTIBLE MATERIALS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE PROCEDURES AS AUTHORIZED BY THE FIRE DEPARTMENT OR OTHER APPROPRIATE REGULATORY AGENCIES AND DEPARTMENTS.
  - 13) DISCONNECT, SHUT OFF AND SEAL ALL UTILITIES SERVING THE STRUCTURE(S) TO BE DEMOLISHED BEFORE THE COMMENCEMENT OF THE DESIGNATED DEMOLITION. MARK FOR POSITION ALL UTILITY DRAINAGE AND SANITARY LINES AND PROTECT ALL ACTIVE LINES. CLEARLY IDENTIFY BEFORE THE COMMENCEMENT OF DEMOLITION SERVICES THE REQUIRED INTERRUPTION OF ACTIVE SYSTEMS THAT MAY AFFECT OTHER PARTIES, AND NOTIFY ALL APPLICABLE UTILITY COMPANIES TO INSURE THE CONTINUATION OF SERVICE.
  - 14) PROTECT EXISTING DRAINAGE SYSTEM(S) AS NECESSARY TO PREVENT SEDIMENT FROM ENTERING DURING CONSTRUCTION. SEE DETAIL SHEETS FOR EROSION CONTROL DEVICES.
  - 15) ALL WORK WITHIN PUBLIC ROADWAY RIGHT-OF-WAYS TO CONFORM TO TOWN OF BRUNSWICK AND MOINEDOT STANDARDS.
  - 16) THE LIMITS OF WORK SHALL BE CLEARLY MARKED IN THE FIELD PRIOR TO THE START OF CONSTRUCTION OR SITE CLEARING.
  - 17) NOTES ON THIS PLAN THAT READ "TBR" REPRESENT FEATURES TO BE REMOVED. ANY FEATURES NOT LABELED "TBR" OR "TO BE REMOVED" SHALL BE CONSIDERED EXISTING TO REMAIN.



LOCATION MAP  
SCALE: 1" = 500'

1. 08-04-20 SUBMITTED TO TOWN OF BRUNSWICK FOR APPROVAL CYN

TITLE: **EXISTING CONDITIONS AND DEMOLITION PLAN**

PROJECT: **BRUNSWICK LANDING VILLAGE PHASE II  
BRUNSWICK LANDING, BRUNSWICK, MAINE**

PREPARED FOR: **BRUNSWICK LANDING CONDOMINIUMS, LLC  
74 NEPTUNE DRIVE, BRUNSWICK ME 04011**

CALL DIG SAFE UTILITY LOCATION  
**1-666-344-7233**  
 STATE LAW REQUIRES ADVANCE NOTICE OF AT LEAST 3 BUSINESS DAYS BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND UTILITIES

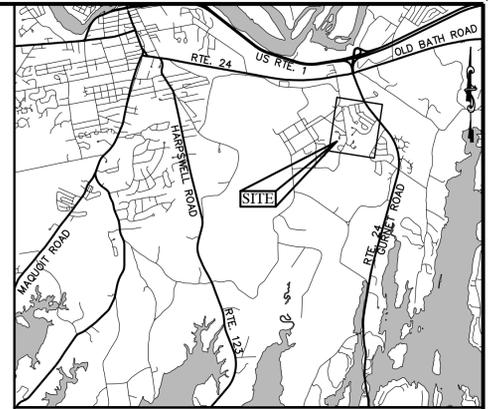
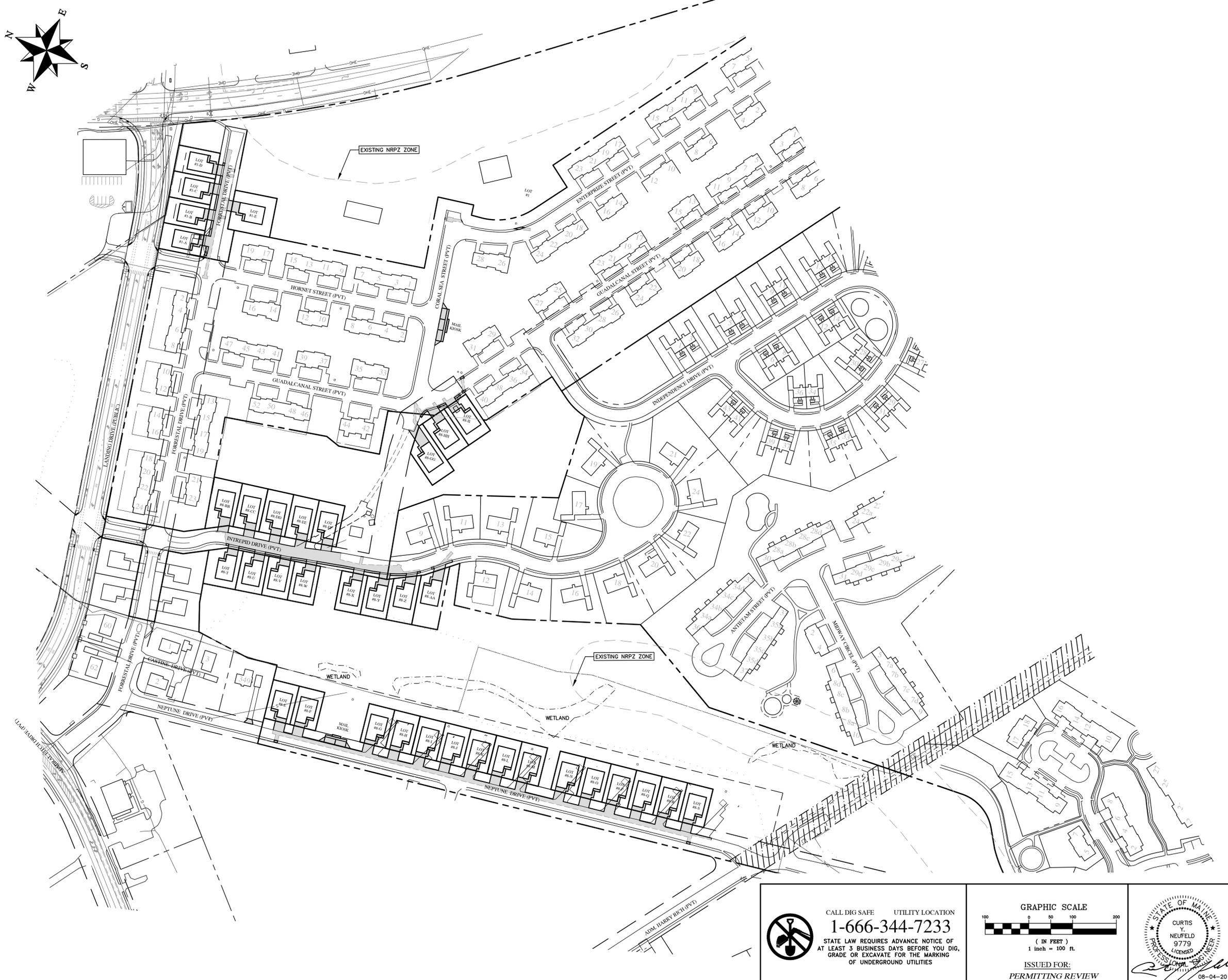
GRAPHIC SCALE  
 0 50 100 200  
 ( IN FEET )  
 1 inch = 100 ft.  
 ISSUED FOR:  
**PERMITTING REVIEW**

STATE OF MAINE  
 CURTIS Y. NEUFELD  
 9779  
 PROFESSIONAL ENGINEER  
 08-04-20

**SITELINES**  
 119 PURINTON ROAD, SUITE A  
 BRUNSWICK, MAINE 04011  
 207.725.1200  
**CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS**

FIELD WK: MC/CH	SCALE: 1" = 100'	SHEET:
DRN BY: RPL	JOB #: 3230.06	<b>C2</b>
CHD BY: CYN	MAP/LOT: 40 / 138 & 139	
DATE: 03-20-2020	FILE: 3230.03-SITE	

X:\LAND PROJECTS\2020\08\HELLOS BRUNSWICK DESIGN PHASE II\DWG\2020.08 SITE.DWG, CO. OVERALL SITE, 07/16/2020 2:47:30 PM, CURT. 1:00. THIS DRAWING IS THE PROPERTY AND INSTRUMENT OF SITES PA. NO MODIFICATIONS OR CHANGES MAY BE MADE TO THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITES PA. ANY MODIFICATION, CHANGE OR USE OF THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITES PA IS UNLAWFUL AND IS AT THE USER'S RISK.



LOCATION MAP  
SCALE: 1" = 5000'

**PLAN REFERENCE:**  
 o) "ALTA/NSPS LAND TITLE SURVEY OF LAND OF MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK LANDING, BRUNSWICK MAINE" PREPARED FOR HELLOS SERVICES, BY SITESLINE PA ON JUNE 29, 2017.

**GENERAL NOTES:**  
 1. AREA OF EXISTING LOTS = 115.82 AC.  
 2. ORDINANCE STANDARDS:  
 ZONE: GR1 (GROWTH RESIDENTIAL 1)  
 MINIMUM LOT SIZE: 0.0 ACRES  
 DIMENSION REQUIREMENTS:  
 1.) MINIMUM LOT WIDTH: 40'  
 2.) YARD DEPTHS  
 A) FRONT = 0'  
 B) REAR = 0'  
 C) SIDE = 0'  
 3.) MINIMUM BUILDING HEIGHT = 24'  
 MAXIMUM BUILDING HEIGHT = 50'  
 MAXIMUM DENSITY = 8 UNITS PER ACRE  
 MAXIMUM IMPERVIOUS SURFACE COVERAGE = 45%  
 MAXIMUM BUILDING FOOTPRINT PER STRUCTURE = 20,000 S.F.  
 3. TAX MAP REFERENCE:  
 LOT 8: TAX MAP 40, LOT 138  
 LOT 9: TAX MAP 40, LOT 139  
 4. WETLANDS:  
 WETLANDS DELINEATED BY ATLANTIC ENVIRONMENTAL, BATH, ME.

1. 08-04-20 SUBMITTED TO TOWN OF BRUNSWICK FOR APPROVAL CYN

TITLE: **OVERALL SITE PLAN**

PROJECT: **BRUNSWICK LANDING VILLAGE PHASE II  
BRUNSWICK LANDING, BRUNSWICK, MAINE**

PREPARED FOR: **BRUNSWICK LANDING CONDOMINIUMS, LLC  
74 NEPTUNE DRIVE, BRUNSWICK ME 04011**

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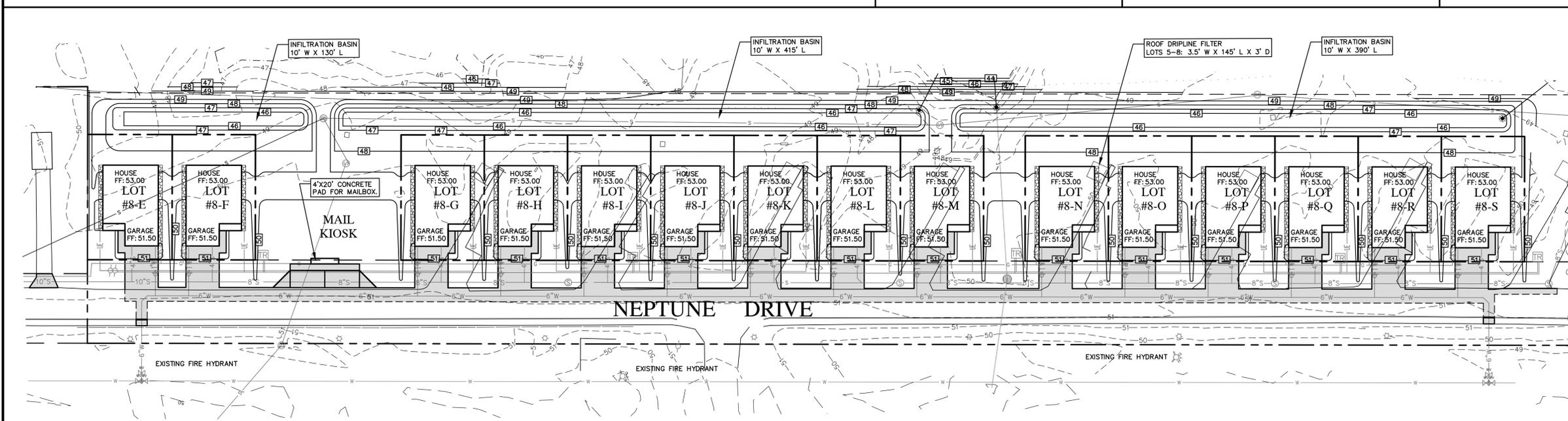
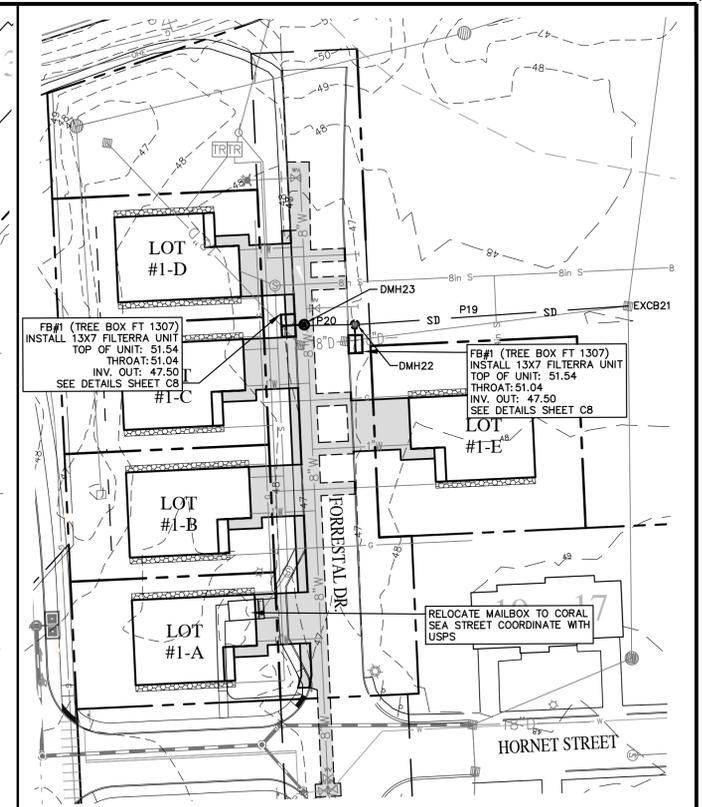
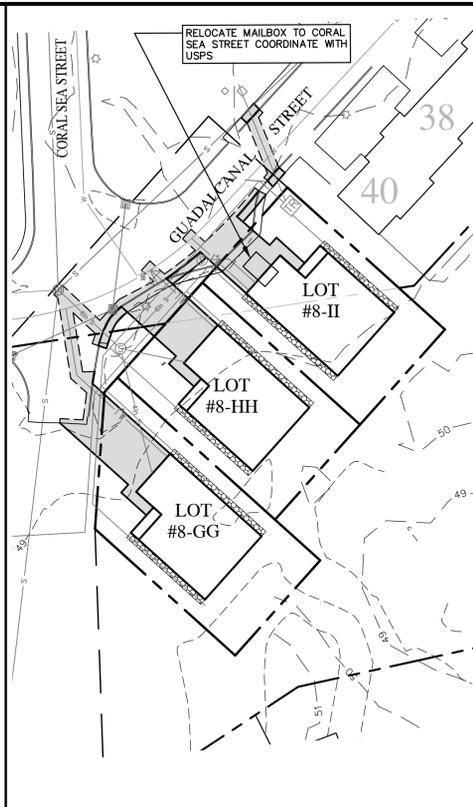
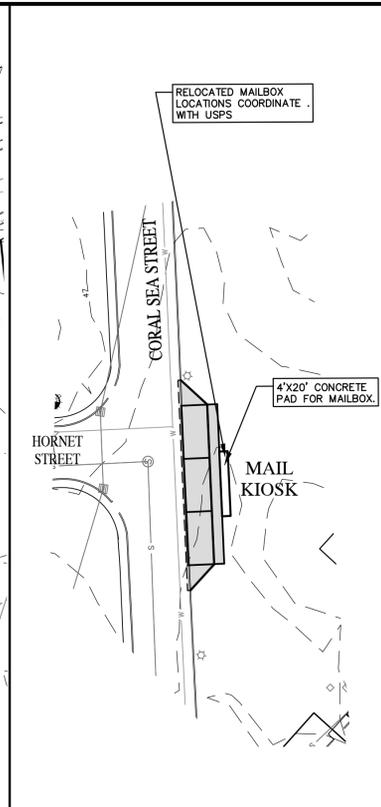
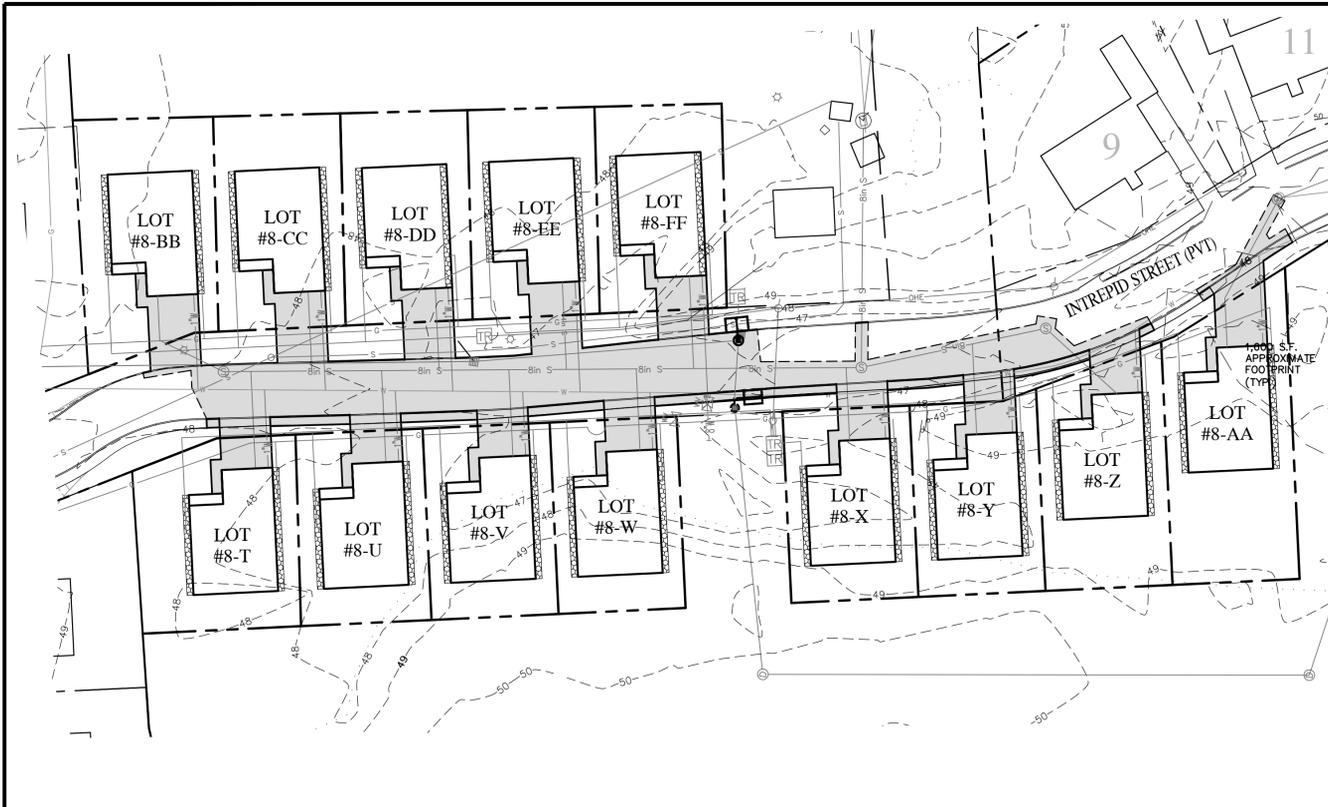
GRAPHIC SCALE  
 0 50 100 200  
 ( IN FEET )  
 1 inch = 100 ft.  
 ISSUED FOR:  
 PERMITTING REVIEW

STATE OF MAINE  
 CURTIS Y. NEUFELD  
 9779  
 LICENSED PROFESSIONAL SURVEYOR  
 08-04-20

**SITESLINES**  
 119 PURINTON ROAD, SUITE A  
 BRUNSWICK, MAINE 04011  
 207.725.1200  
**CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS**

FIELD WK: MC/CH	SCALE: 1" = 100'	<b>C3</b>
DRN BY: RPL	JOB #: 3230.06	
CHD BY: CYN	MAP/LOT: 40 / 131 & 138	
DATE: 03-20-2020	FILE: 3230.06-SITE	

03/20/2020 10:48:06 AM HELIOS BRUNSWICK DESIGN PHASE II (REVISED) 06 SITE PLAN, CA SITE, 3/16/2020 2:47:30 PM, CURT



**LAYOUT NOTES:**

- ALL DIMENSIONING, UNLESS NOTED OTHERWISE, IS TO THE FACE OF CURB OR FOUNDATION.
- BOUNDARY INFORMATION ON LAYOUT PLAN IS FOR REFERENCE ONLY. REFER TO CERTIFIED BOUNDARY PLANS FOR BOUNDARY INFORMATION.

GROWTH RESIDENTIAL 1 ZONING DISTRICT (GR1) & BLV CDP		
ZONING STANDARD	REQUIRED	PROPOSED
MIN. LOT SIZE:	N/A	
MIN. LOT WIDTH:	40'	61.66
YARD DEPTH:		
FRONT:	0'	0'+
REAR:	0'	0'+
SIDE:	0'	0'+
MIN/MAX. HEIGHT:	1-4 STORIES	1 STORY
MAX. FOOTPRINT:	20,000 S.F.	1,600 S.F.
MAX. IMPERVIOUS COVERAGE:	55%	<55%
PARKING REQUIRED	2 PER D.U. = 16 SPACES	16 SPACES

- GRADING AND DRAINAGE NOTES:**
- THE CONTRACTOR SHALL PHASE GRADING EFFORTS SUCH THAT TOTAL SITE DISTURBANCE IS MINIMIZED. TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO GRADING EFFORTS OR WITHOUT DELAY UPON THEIR COMPLETION, DEPENDENT UPON THE SITUATION.
  - ALL FILL SLOPES SHALL BE A MINIMUM OF 3:1 HORIZONTAL TO VERTICAL UNLESS OTHERWISE NOTED OR DIRECTED.
  - THE LIMITS OF DISTURBANCE SHALL GENERALLY BE THE MINIMAL EXTENT NECESSARY ONLY TO PERFORM THE GRADING EFFORTS SHOWN ON THE DRAWINGS. SPECIAL CARE SHALL BE TAKEN TO AVOID DISTURBANCE OF OBJECTS AND AREAS NOT SPECIFICALLY IDENTIFIED FOR MODIFICATION OR REMOVAL.
  - ALL DISTURBED AREAS SHALL BE LOAMED AND SEEDED IN ACCORDANCE WITH THE DRAWINGS, UNLESS INTENDED FOR OTHER SURFACE COVER.
  - STORM DRAINS SHALL BE CONSTRUCTED CONCURRENTLY WITH GRADING EFFORTS TO PROVIDE ADEQUATE CONVEYANCE FOR ANY SITE RUNOFF CONDITIONS.
  - WHERE FINAL GRADING HAS BEEN COMPLETED, SURFACE RESTORATION FOR DISTURBED AREAS WILL BE COMPLETED AS SOON AS PRACTICABLE. FOR VEGETATIVE AREAS, VEGETATION WILL BE PROGRESSIVELY ESTABLISHED.
  - UNLESS OTHERWISE NOTED, ALL STORM DRAIN PIPE SHALL BE IN ACCORDANCE WITH MDOT SPECIFICATIONS SECTION 603. PIPE CULVERTS AND STORM DRAINS, LATEST REVISION WITH ACCEPTABLE TYPES OF PIPE ARE AS FOLLOWS:  
SMOOTH BORE POLYETHYLENE PIPE - HDPE N-12 ADS
  - BENCHMARK INFORMATION: SEE PLAN
  - THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL DRAINAGE STRUCTURES AND PIPING PRIOR TO ORDERING.
  - RIM ELEVATIONS OF PROPOSED DRAINAGE STRUCTURES ARE APPROXIMATE. FINAL ELEVATIONS ARE TO BE SET FLUSH AND CONSISTENT WITH THE GRADING PLANS.
  - TRANSITIONS BETWEEN SLOPES ARE TO BE GENERALLY GRADUAL AND RESULT IN A SMOOTH, ROUNDED APPEARANCE.

SEE UTILITY SHEETS FOR DRAINAGE STRUCTURE DATA

CALL DIG SAFE UTILITY LOCATION

**1-666-344-7233**

STATE LAW REQUIRES ADVANCE NOTICE OF AT LEAST 3 BUSINESS DAYS BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND UTILITIES

GRAPHIC SCALE

( IN FEET )  
1 inch = 40 ft.

ISSUED FOR:  
PERMITTING REVIEW

1. 08-04-20 SUBMITTED TO TOWN OF BRUNSWICK FOR APPROVAL CYN

TITLE: **SITE DEVELOPMENT PLAN**

PROJECT: **BRUNSWICK LANDING VILLAGE PHASE II  
BRUNSWICK LANDING, BRUNSWICK, MAINE**

PREPARED FOR: **BRUNSWICK LANDING CONDOMINIUMS, LLC  
74 NEPTUNE DRIVE, BRUNSWICK ME 04011**

**SITELINES**  
119 PURINTON ROAD, SUITE A  
BRUNSWICK, MAINE 04011  
207.725.1200

CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS

FIELD WK: MC/CH

DRN BY: RPL

CHD BY: CYN

DATE: 03-20-2020

SCALE: 1" = 40'

JOB #: 3230.06

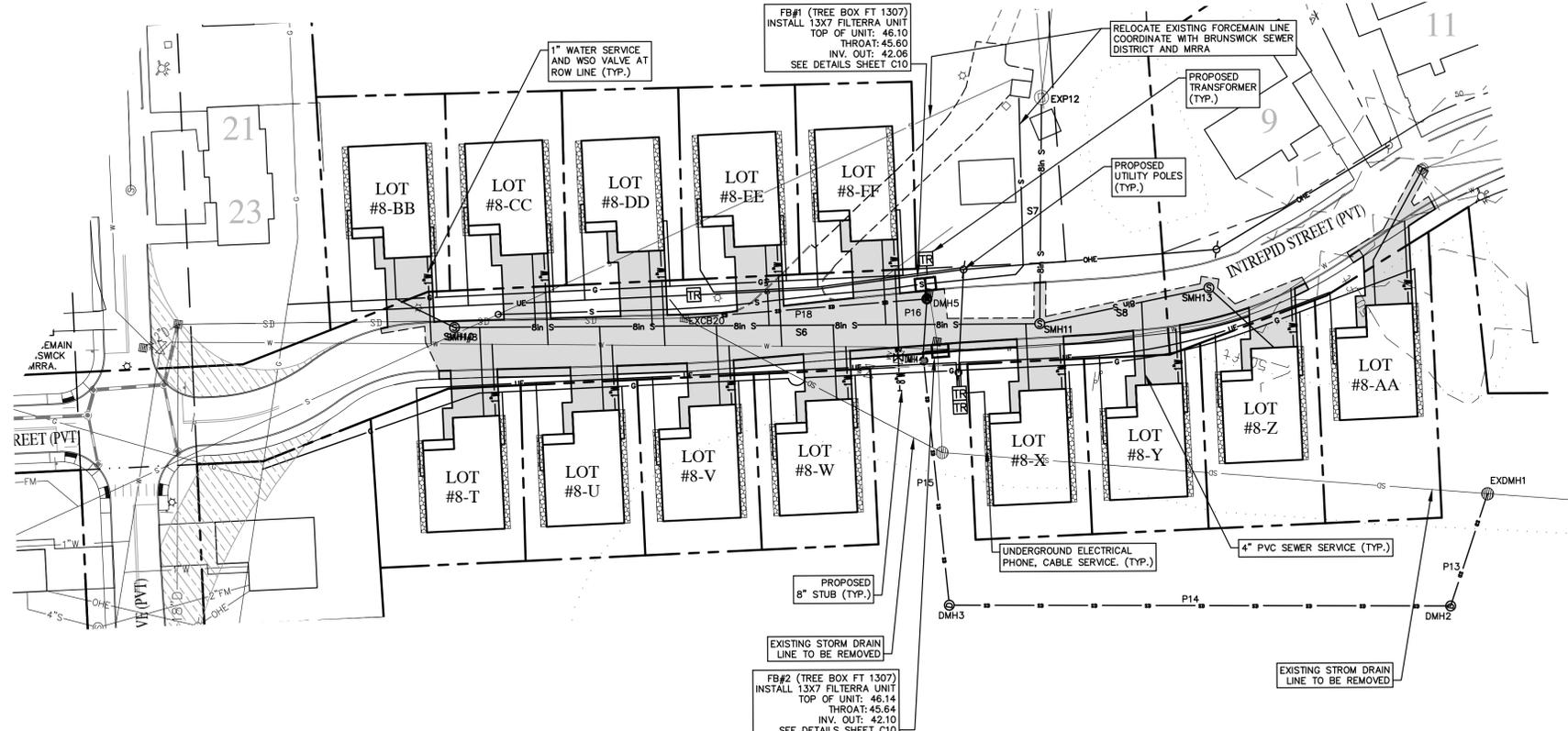
MAP/LOT: 40 / 131 & 138

FILE: 3230.06 SITE

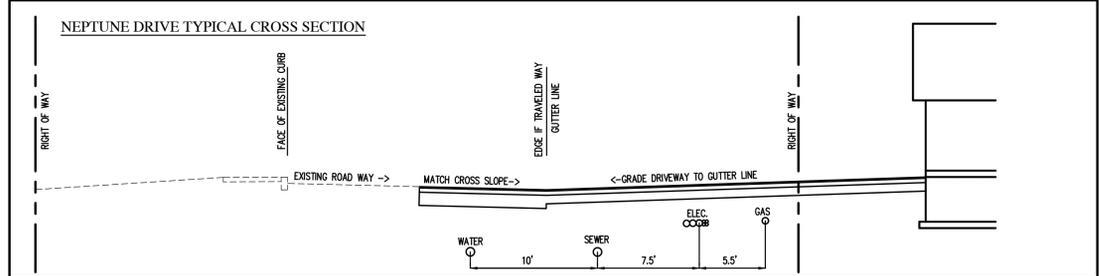
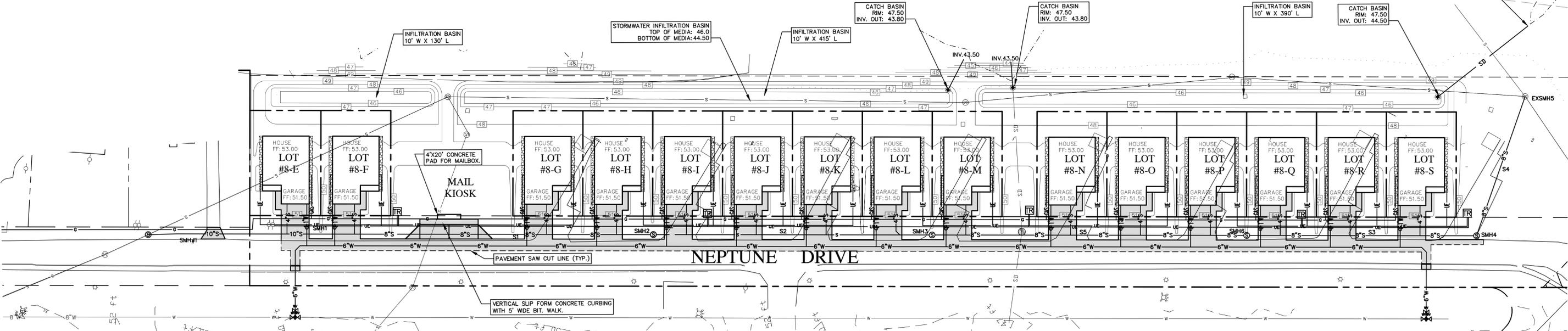
SHEET:

**C4**

1. ALL TERMINATIONS AND CONNECTIONS OF SERVICES SHALL BE IN COMPLIANCE WITH REQUIREMENTS OF THE UTILITY DISTRICT. ALL BACKFILLING AND COMPACTION OF WATER AND SEWER LINE TRENCHES SHALL BE AS APPROVED BY THE LOCAL UTILITY DISTRICT.



- UTILITY NOTES:**
1. ALL TERMINATIONS AND CONNECTIONS OF SERVICES SHALL BE IN COMPLIANCE WITH REQUIREMENTS OF THE UTILITY DISTRICT. ALL BACKFILLING AND COMPACTION OF WATER AND SEWER LINE TRENCHES SHALL BE AS APPROVED BY THE LOCAL UTILITY DISTRICT.
  2. THE CONTRACTOR SHALL CONTACT DIGSAFE (888-344-7233) PRIOR TO COMMENCING EXCAVATION.
  3. THE BASIS FOR PROJECT LAYOUT AND FOR CONSTRUCTION ELEVATIONS IS THE BASELINE AND BENCHMARK EXISTING ON THE SITE AND SHOWN ON THE DRAWINGS.
  4. THE CONTRACTOR SHALL CONFIRM HORIZONTAL AND VERTICAL CONTROL BEFORE BEGINNING WORK.
  5. SEE PLUMBING AND ELECTRICAL PLANS FOR LOCATION AND INVERTS OF SLEEVES IN FOUNDATIONS.
  6. ELECTRIC SERVICE SHALL BE INSTALLED IN CONDUIT UNDER PAVEMENT AND CONCRETE.
  7. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL SEWER, WATER, ELECTRICAL, AND SANITARY CONDUIT, MANHOLES, TRANSFORMERS, AND FITTINGS FOR APPROVAL.
  8. CONTRACTOR SHALL VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.
  9. DUCTILE IRON PIPE SHALL MEET THE REQUIREMENTS OF AWWA C150 AND C151, CLASS 52, AND HAVE PUSH ON OR FLANGED JOINTS AS REQUIRED. FITTINGS SHALL HAVE MECHANICAL JOINTS WITH RETAINER GLANDS.
  10. SANITARY SEWER PIPE AND FITTINGS SHALL BE SDR-35 PVC.
  11. INSTALL 2" RIGID STYROFOAM INSULATION OVER SANITARY SEWER IN AREAS WHERE THERE IS LESS THAN 4' OF COVER.
  12. CONNECTIONS AT MANHOLES/CATCH BASINS SHALL HAVE A FLEXIBLE BOOT CAST ONTO THE BARREL AND SECURED WITH STAINLESS STEEL BANDS.
  13. SEE SHEET C7-C8 FOR GRADING, DRAINAGE, STORM DRAIN DATA & EROSION CONTROL MEASURES.
  14. BUILDING FOOTPRINT SHOWN IS NOT FOR FOUNDATION LAYOUT. REFER TO STRUCTURAL/ARCHITECTURAL DRAWINGS.
  15. ALL PIPING MATERIAL TO THE BALL VALVE SHALL BE 1" OR 2" TYPE K COPPER AND ALL CONTROL VALVES SHALL BE LOCATED WITHIN THE EASEMENT AREA.
  16. ALL DOMESTIC WATER SERVICES ON THE BUILDING SIDE OF THE CONTROL VALVE SHALL BE EITHER 2" TYPE K COPPER OR 2" CTS PE RATED AT 200 PSI. IF THE PE IS USED, AN 8 GAUGE WIRE SHALL BE ATTACHED TO THE PIPE WITH ONE END BROUGHT ALONGSIDE THE CURB BOX FOR LOCATING PURPOSES.
  17. ANY CURB BOXES LOCATED WITHIN PAVEMENT SHALL BE INSTALLED INSIDE A GATE BOX TOP.
  18. ALL MATERIALS SHOWN SHALL BE NEW AND FURNISHED BY CONTRACTOR AS PART OF CONTRACT WORK. ONLY ITEMS SPECIFICALLY IDENTIFIED TO BE SALVAGED MAY BE RE-USED WITHOUT PRIOR WRITTEN PERMISSION.



NAME	RIM	INV. IN	INV. OUT
DMH6	48.85	N/A	41.64
EXCB20	48.57	N/A	44.31
DMH5	47.23	43.70	43.60
DMH4	46.73	43.46	43.36
DMH3	50.26	42.75	42.65
DMH2	49.47	41.38	41.28
EXDMH1	47.95	42.05	41.00
SMH1	50.82	N/A	46.15
SMH2	50.59	43.02	44.92
SMH3	50.74	43.98	43.88
SMH6	50.89	42.82	42.72
SMH4	50.70	41.94	41.84
EXSMH5	50.00	41.45	N/A
SMH10	48.00	N/A	43.28
SMH13	47.76	N/A	42.53
SMH11	46.39	40.50	40.40
EXP12	48.96	38.84	N/A
SMH19	47.50	N/A	43.75
SMH18	48.50	43.23	43.13
SMH17	47.80	42.07	41.97
SMH16	48.50	43.91	40.81
EXSMH15	48.00	40.10	N/A
EXCB21	46.50	40.96	40.93
DMH22	46.95	42.65	42.65
DMH23	46.29	42.71	42.71

NAME	DOWN	UP	DN INV.	UP INV.	LEN.	SLOPE(%)	MATERIAL	SIZE (IN)
P18	DMH5	EXCB20	43.70	44.31	121.13	0.500	HDPE	12.0
P16	DMH4	DMH5	43.46	43.60	27.70	0.500	HDPE	18.0
P15	DMH3	DMH4	42.65	42.65	121.85	0.000	HDPE	24.0
P14	DMH2	DMH3	42.65	42.65	253.81	0.000	HDPE	24.0
P13	EXDMH1	DMH2	42.05	42.65	56.54	0.500	HDPE	18.0
P19	EXCB21	DMH22	40.96	42.65	125.00	1.352	HDPE	18.0
P20	DMH22	DMH23	42.65	42.71	19.45	0.003	HDPE	18.0
S1	SMH2	SMH1	43.02	46.15	281.92	0.400	PVC	8.0
S2	SMH3	SMH2	43.98	44.92	235.36	0.400	PVC	8.0
S5	SMH6	SMH3	42.82	43.88	266.18	0.400	PVC	8.0
S3	SMH4	SMH6	41.94	42.72	193.35	0.400	PVC	8.0
S4	EXSMH5	SMH4	41.45	41.84	122.29	0.318	PVC	8.0
S8	SMH11	SMH13	40.50	42.53	84.90	2.393	PVC	8.0
S6	SMH11	SMH10	40.50	43.28	296.97	0.936	PVC	8.0
S7	SMH12	SMH11	38.84	40.40	111.86	1.394	PVC	8.0
S12	SMH18	SMH19	43.23	43.75	130.54	0.400	PVC	8.0
S11	SMH17	SMH18	42.07	43.13	266.78	0.400	PVC	8.0
S10	SMH16	SMH17	40.91	41.97	264.28	0.400	PVC	8.0
S9	EXSMH15	SMH16	40.10	40.81	177.11	0.400	PVC	8.0

1. 08-04-20 SUBMITTED TO TOWN OF BRUNSWICK FOR APPROVAL CYN

TITLE: **UTILITY PLAN**

PROJECT: **BRUNSWICK LANDING VILLAGE PHASE II  
BRUNSWICK LANDING, BRUNSWICK, MAINE**

PREPARED FOR: **BRUNSWICK LANDING CONDOMINIUMS, LLC  
74 NEPTUNE DRIVE, BRUNSWICK ME 04011**

DATE: 03-20-2020

SCALE: 1" = 40'

JOB #: 3230.06

MAP/PLOT: 40 / 138 & 139

FILE: 3230.03-SITE

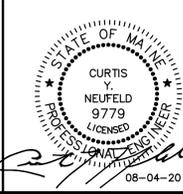
SHEET: **C5**

CALL DIG SAFE UTILITY LOCATION  
**1-666-344-7233**

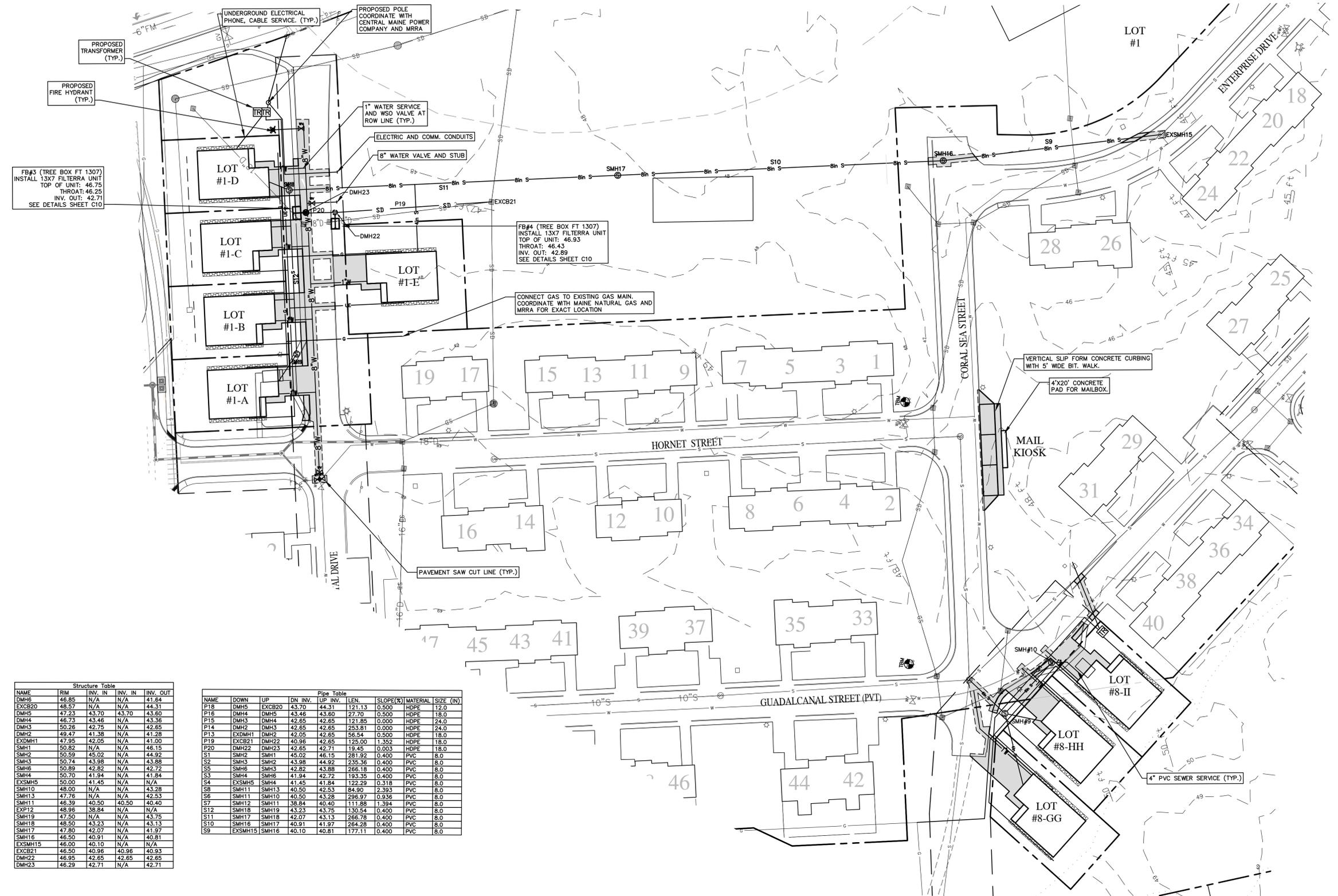
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GRAPHIC SCALE  
1" = 40 FT

ISSUED FOR:  
PERMITTING REVIEW



10000. THIS DRAWING IS THE PROPERTY AND INSTRUMENT OF SITES LINES, INC. NO MODIFICATIONS OR CHANGES MAY BE MADE TO THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITES LINES, INC. AND AS AT THE USER'S RISK.



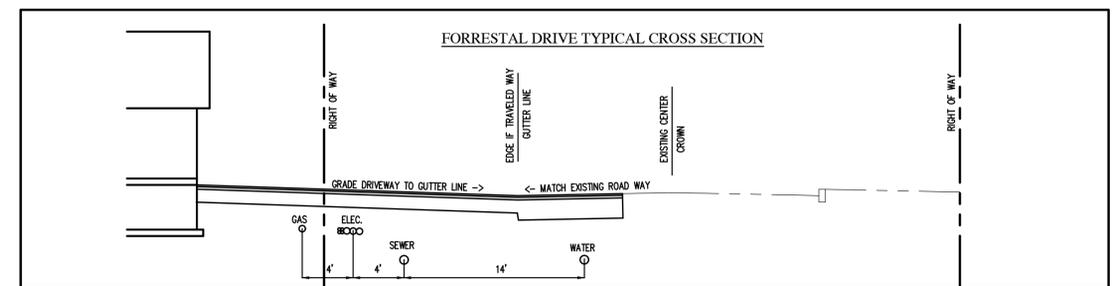
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**Structure Table**

NAME	R/W	INV. IN	INV. IN	INV. OUT
DMH6	48.85	N/A	N/A	41.64
EXCB20	48.57	N/A	N/A	44.31
DMH5	47.23	43.70	43.70	43.60
DMH4	46.75	43.46	N/A	43.36
DMH3	50.26	42.75	N/A	42.65
DMH2	49.47	41.38	N/A	41.28
EXDMH1	47.95	42.05	N/A	41.00
SMH1	50.82	N/A	N/A	46.15
SMH2	50.59	45.02	N/A	44.92
SMH3	50.74	43.98	N/A	43.88
SMH6	50.89	42.82	N/A	42.72
SMH4	50.70	41.94	N/A	41.84
EXSMH5	50.00	41.45	N/A	N/A
SMH10	48.00	N/A	N/A	43.28
SMH13	47.76	N/A	N/A	42.53
SMH11	46.39	40.50	40.50	40.40
EXP12	48.96	38.84	N/A	N/A
SMH19	47.50	N/A	N/A	43.75
SMH18	48.50	43.23	N/A	43.13
SMH17	47.80	42.07	N/A	41.97
SMH16	46.50	40.91	N/A	40.81
EXSMH15	46.00	40.10	N/A	N/A
EXCB21	46.50	40.96	40.96	40.93
DMH22	46.95	42.65	42.65	42.65
DMH23	46.29	42.71	N/A	42.71

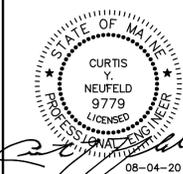
**Pipe Table**

NAME	DOWN	UP	DN INV.	UP INV.	LEN.	SLOPE(S)	MATERIAL	SIZE (IN)
P18	DMH5	EXCB20	43.70	44.31	121.13	0.500	HDPE	12.0
P16	DMH4	DMH5	43.46	43.60	27.70	0.500	HDPE	18.0
P15	DMH3	DMH4	42.65	42.65	121.85	0.000	HDPE	24.0
P14	DMH2	DMH3	42.65	42.65	123.81	0.000	HDPE	24.0
P13	EXDMH1	DMH2	42.05	42.65	56.54	0.500	HDPE	18.0
P19	EXCB21	DMH22	40.96	42.65	125.00	1.352	HDPE	18.0
P20	DMH22	DMH23	42.65	42.71	19.45	0.003	HDPE	18.0
S1	SMH2	SMH1	45.02	46.15	281.92	0.400	PVC	8.0
S2	SMH3	SMH2	43.98	44.92	235.36	0.400	PVC	8.0
S5	SMH6	SMH3	42.82	43.88	266.18	0.400	PVC	8.0
S3	SMH4	SMH6	41.94	42.72	193.35	0.400	PVC	8.0
S4	EXSMH5	SMH4	41.45	41.84	122.29	0.318	PVC	8.0
S8	SMH11	SMH13	40.50	42.53	84.90	2.393	PVC	8.0
S6	SMH11	SMH10	40.50	43.28	296.87	0.936	PVC	8.0
S7	SMH12	SMH11	38.84	40.40	111.88	1.394	PVC	8.0
S12	SMH19	SMH19	43.23	43.75	130.54	0.400	PVC	8.0
S11	SMH17	SMH18	42.07	43.13	266.78	0.400	PVC	8.0
S10	SMH16	SMH17	40.91	41.97	264.28	0.400	PVC	8.0
S9	EXSMH15	SMH16	40.10	40.81	177.11	0.400	PVC	8.0



CALL DIG SAFE UTILITY LOCATION  
**1-666-344-7233**  
 STATE LAW REQUIRES ADVANCE NOTICE OF AT LEAST 3 BUSINESS DAYS BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND UTILITIES

**GRAPHIC SCALE**  
 ( IN FEET )  
 1 inch = 40 ft.  
 ISSUED FOR:  
 PERMITTING REVIEW



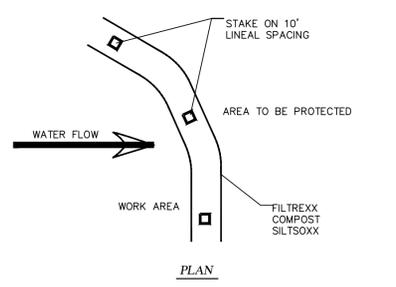
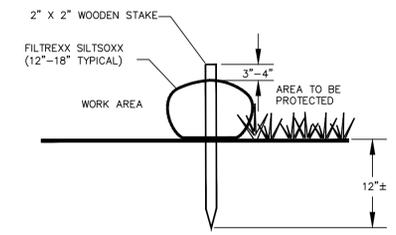
1. 08-04-20 SUBMITTED TO TOWN OF BRUNSWICK FOR APPROVAL CYN

**TITLE:** UTILITY PLAN  
**PROJECT:** BRUNSWICK LANDING VILLAGE PHASE II  
 BRUNSWICK LANDING, BRUNSWICK, MAINE  
**PREPARED FOR:** BRUNSWICK LANDING CONDOMINIUMS, LLC  
 74 NEPTUNE DRIVE, BRUNSWICK ME 04011

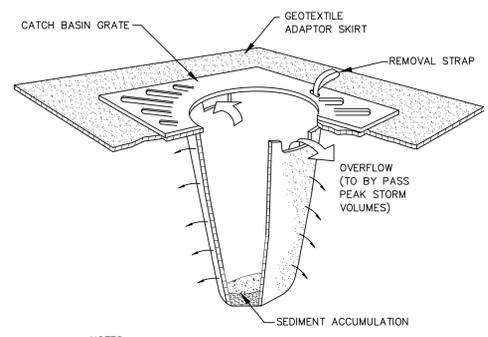
**SITELINES**  
 119 PURINTON ROAD, SUITE A  
 BRUNSWICK, MAINE 04011  
 207.725.1200  
**CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS**

FIELD WK: MC/CH	SCALE: 1" = 40'	<b>C6</b>
DRN BY: RPL	JOB #: 3230.06	
CHD BY: CYN	MAP/LOT: 40 / 131 & 138	
DATE: 03-20-2020	FILE: 3230.06-SITE	

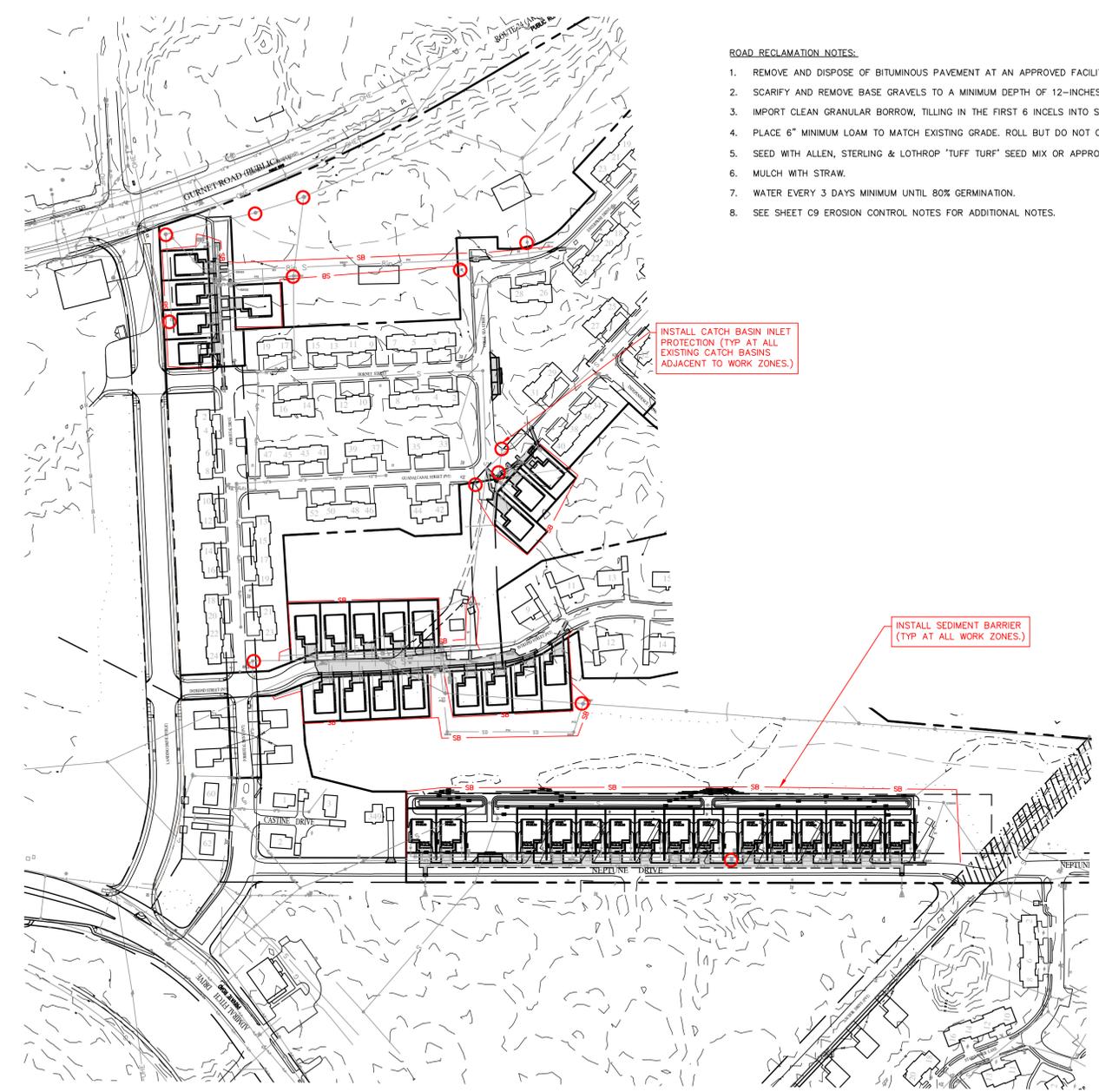
1. ALL MATERIALS TO MEET FILTREXX SPECIFICATIONS  
 2. SILT SOCKS COMPOST/SOIL/ROCK/SEED FILL TO MEET APPLICATION REQUIREMENTS  
 3. SILT SOCKS DEPICTED IS FOR MINIMUM SLOPES. GREATER SLOPES MAY REQUIRE LARGER SOCKS PER THE ENGINEER.  
 4. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.  
 5. SILT FENCE MAY BE USED IN LIEU.



- NOTES:**
1. ALL MATERIALS TO MEET FILTREXX SPECIFICATIONS
  2. SILT SOCKS COMPOST/SOIL/ROCK/SEED FILL TO MEET APPLICATION REQUIREMENTS
  3. SILT SOCKS DEPICTED IS FOR MINIMUM SLOPES. GREATER SLOPES MAY REQUIRE LARGER SOCKS PER THE ENGINEER.
  4. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.
  5. SILT FENCE MAY BE USED IN LIEU.



- NOTES:**
1. CATCH BASIN PROTECTION TO BE "SILTSAK" (BY ACF ENVIRONMENTAL) OR "STREAM GUARD" (BY FOSS ENVIRONMENTAL SERVICES).
  2. INSERT TO BE EMPTIED IN AN APPROVED MANNER WHEN IT IS 1/2 FULL OF SEDIMENT.
  3. INSPECT INSERT AFTER ALL RAINFALL EVENTS, REPAIR AND MAINTAIN AS REQUIRED.



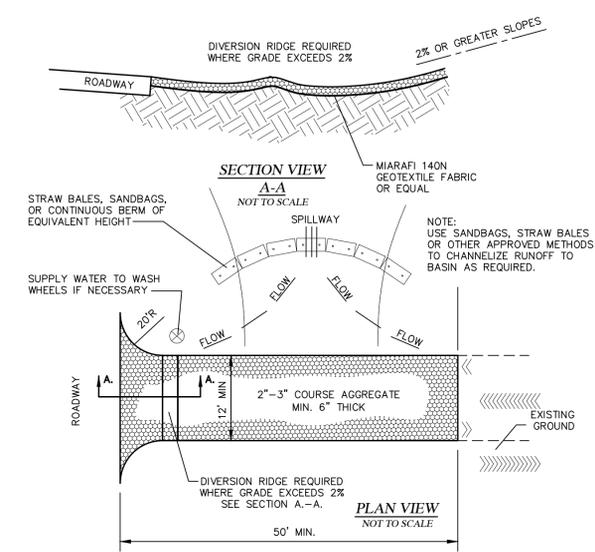
- ROAD RECLAMATION NOTES:**
1. REMOVE AND DISPOSE OF BITUMINOUS PAVEMENT AT AN APPROVED FACILITY.
  2. SCARIFY AND REMOVE BASE GRAVELS TO A MINIMUM DEPTH OF 12-INCHES BELOW GRADE.
  3. IMPORT CLEAN GRANULAR BORROW, TILLING IN THE FIRST 6 INCHES INTO SUBGRADE.
  4. PLACE 6" MINIMUM LOAM TO MATCH EXISTING GRADE. ROLL BUT DO NOT COMPACT.
  5. SEED WITH ALLEN, STERLING & LOTHROP 'TUFF TURF' SEED MIX OR APPROVED EQUAL.
  6. MULCH WITH STRAW.
  7. WATER EVERY 3 DAYS MINIMUM UNTIL BOX GERMINATION.
  8. SEE SHEET C9 EROSION CONTROL NOTES FOR ADDITIONAL NOTES.

INSTALL CATCH BASIN INLET PROTECTION (TYP AT ALL EXISTING CATCH BASINS ADJACENT TO WORK ZONES.)

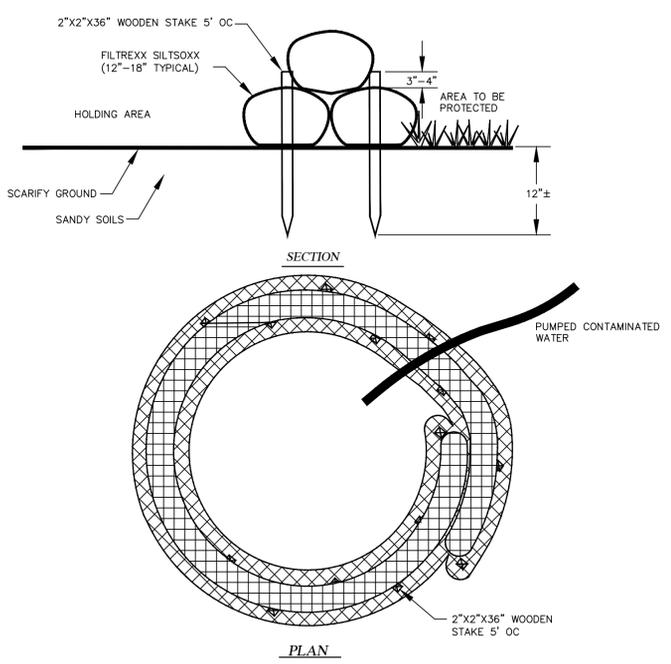
INSTALL SEDIMENT BARRIER (TYP AT ALL WORK ZONES.)

**A** FILTREXX SILT SOCKS DETAIL "SEDIMENT BARRIER OPTION" N.T.S.

**B** TEMPORARY INLET PROTECTION DETAIL N.T.S.



- NOTE:**
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR, AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
  2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAYS.
  3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR BASIN.
  4. TRACKED MUD OR SEDIMENT SHALL BE REMOVED PRIOR TO THE NEXT STORM EVENT. "REMOVED" SHALL MEAN VACUUM SWEEPING, MECHANICAL BROOM/SWEEPING SEDIMENT INTO DITCHES OR STRUCTURES IS NOT ACCEPTABLE.



- EROSION & SEDIMENT CONTROL (ESC) NOTES:**
1. ESC BMPs SHALL BE INSTALLED PRIOR TO START OF WORK.
  2. CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO PROTECT DISTURBED AREAS AND REVIEW BMPs PRIOR TO FORECAST PRECIPITATION OF MORE THAN 0.5 INCHES.
  3. CONTRACTOR TO SWEEP EXISTING PAVED ACCESS AS NEEDED TO REMOVE TRACKED SOILS.
  4. CONTRACTOR SHALL KEEP THE WRITTEN STORMWATER MANAGEMENT INSPECTION AND MAINTENANCE PLAN ON SITE.
  5. SEE ADDITIONAL NOTES ON SHEET C10, EROSION CONTROL NOTES.

**PROGRESS PRINT**  
 THIS PLAN IS ISSUED FOR REVIEW AND INFORMATION PURPOSES ONLY. THIS PLAN IS SUBJECT TO CHANGE AND IS NOT FOR PRICING OR CONSTRUCTION. PRICING BASED ON THIS PLAN IS NOT BINDING UNLESS SIGNED BY BOTH CONTRACTOR AND OWNER.

1. 08-04-20 SUBMITTED TO TOWN OF BRUNSWICK FOR APPROVAL CYN

TITLE:	EROSION CONTROL PLAN	
PROJECT:	BRUNSWICK LANDING VILLAGE PHASE II BRUNSWICK LANDING, BRUNSWICK, MAINE	
PREPARED FOR:	BRUNSWICK LANDING CONDOMINIUMS, LLC 74 NEPTUNE DRIVE, BRUNSWICK ME 04011	

**C** STABILIZED CONSTRUCTION ENTRANCE N.T.S.

**D** SEDIMENT TRAP DETAIL N.T.S.

CALL DIG SAFE UTILITY LOCATION  
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 STATE LAW REQUIRES ADVANCE NOTICE OF AT LEAST 3 BUSINESS DAYS BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND UTILITIES

**GRAPHIC SCALE**  
 0 25 50 100  
 ( IN FEET )  
 1 inch = 50 ft.  
 ISSUED FOR:  
 PEERREVIEWING REVIEW

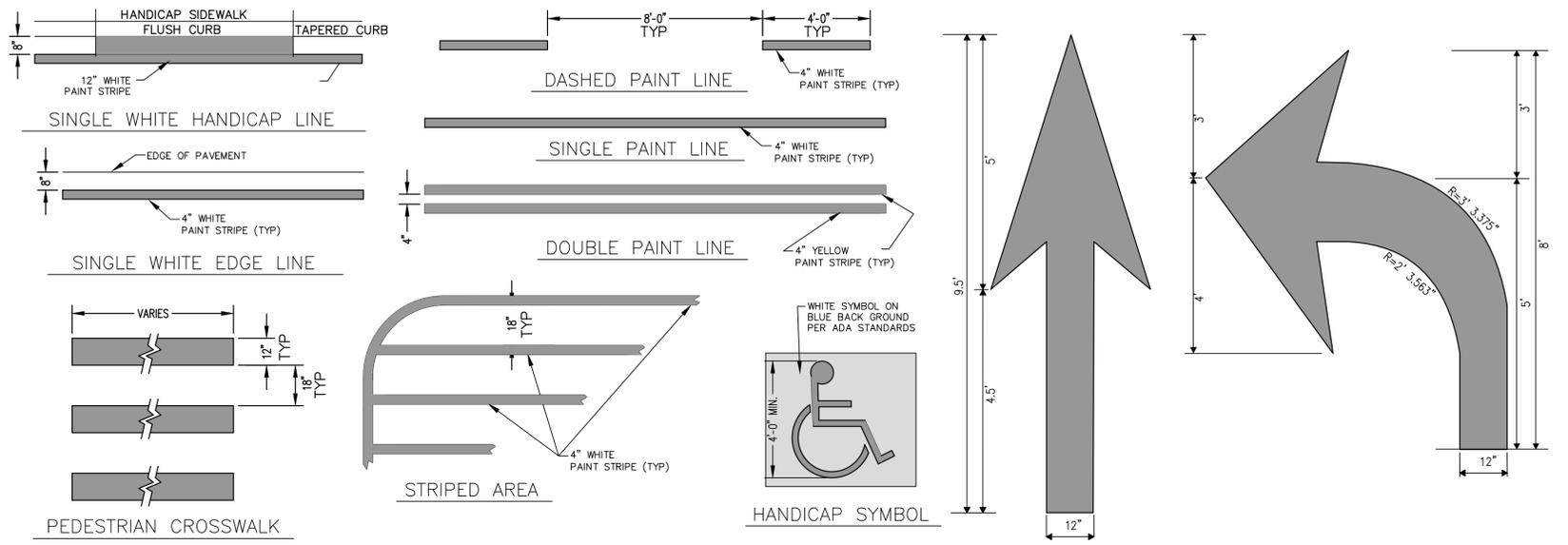
STATE OF MAINE  
 CURTIS Y. NEUFELD  
 9779  
 PROFESSIONAL ENGINEER  
 08-04-20

**SITELINES**  
 119 PURINTON ROAD, SUITE A  
 BRUNSWICK, MAINE 04011  
 207.725.1200  
**CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS**

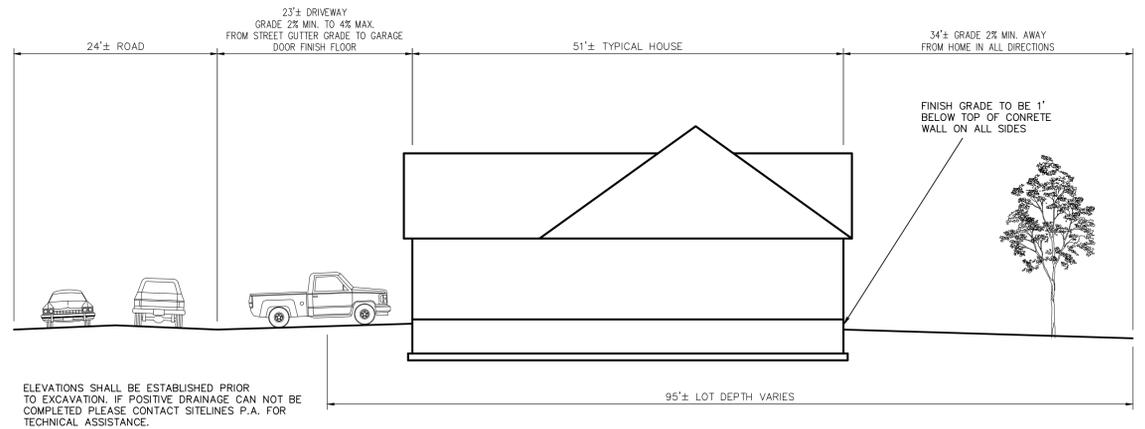
FIELD WK: MC/CH	SCALE: 1"=50'	<b>C7</b>
DRN BY: RPL	JOB #: 3230.06	
CHD BY: CYN	MAP/LOT: 40 / 138 & 139	
DATE: 03-20-2020	FILE: 3230.06 SITE	



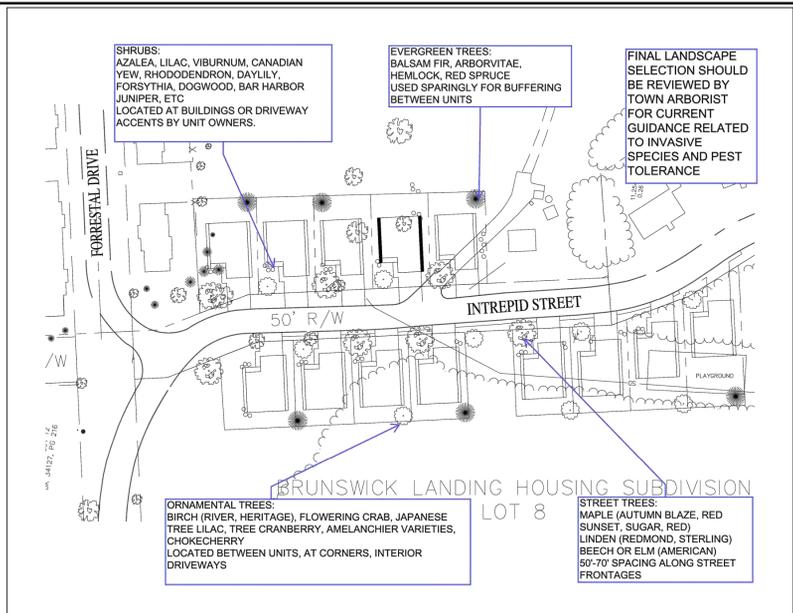
1. 08-04-20 SUBMITTED TO TOWN OF BRUNSWICK FOR APPROVAL CYN  
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**A** PAVEMENT MARKINGS  
N.T.S.



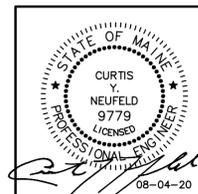
**B** TYPICAL LOT GRADING DETAIL  
N.T.S.



**C** MASTER LANDSCAPE CONCEPT  
N.T.S.

1. 08-04-20 SUBMITTED TO TOWN OF BRUNSWICK FOR APPROVAL CYN

TITLE:	SITE DEVELOPMENT DETAILS SHEET 2 OF 2	
PROJECT:	BRUNSWICK LANDING VILLAGE PHASE II BRUNSWICK LANDING, BRUNSWICK, MAINE	
OWNER:	BRUNSWICK LANDING CONDOMINIUMS, LLC 74 NEPTUNE DRIVE, BRUNSWICK ME 04011	



**SITELINES**  
119 PURINTON ROAD, SUITE A  
BRUNSWICK, MAINE 04011  
207.725.1200  
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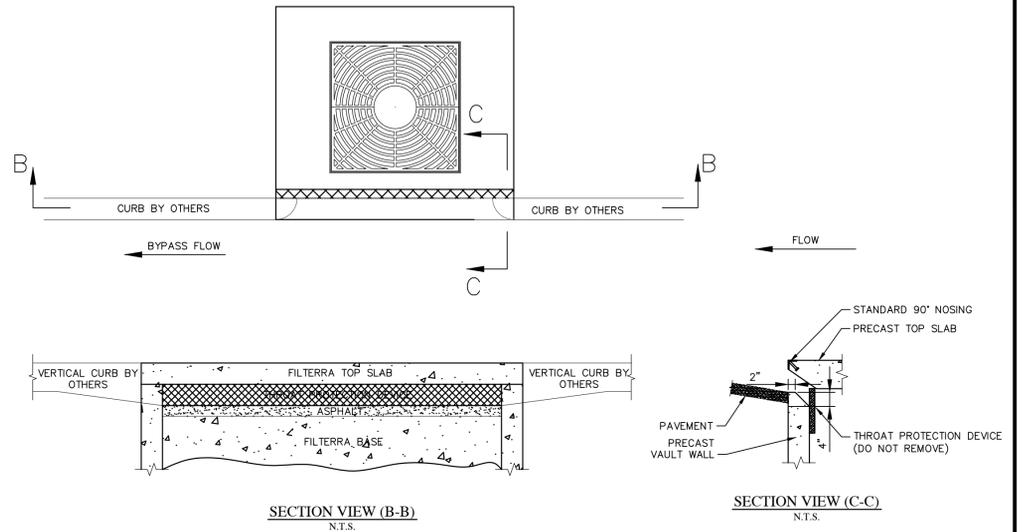
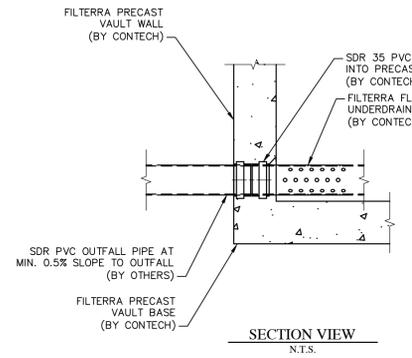
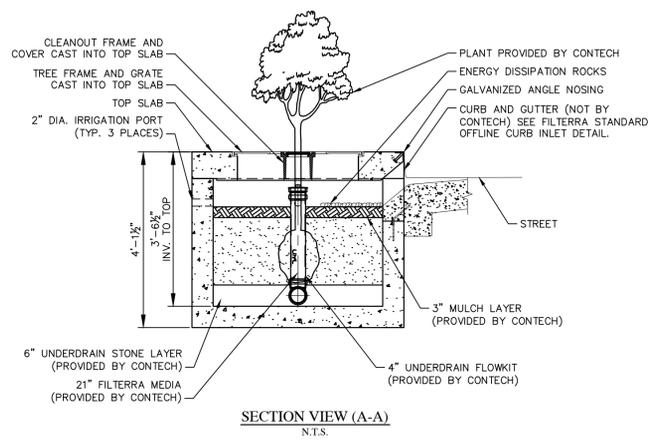
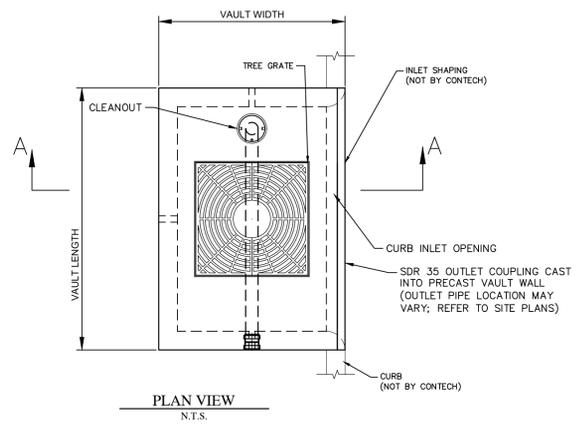
FIELD WK: MC/CH	SCALE: NTS	SHEET:
DRN BY: RPL	JOB #: 3230.06	<b>C9</b>
CHD BY: CYN	MAP/PLOT: 40 / 131 & 138	
DATE: 03-20-2020	FILE: 3230.06 COV-DET	

PERMITTING REVIEW

FT LONG SIDE INLET CONFIGURATION				
DESIGNATION	SIZE	LENGTH	WIDTH	OUTLET PIPE TREE GRATE QTY & SIZE
FT1307	13 x 7	13'-0"	7'-0"	6" SDR 35 (2) 4" x 4"

INTERNAL PIPE CONFIGURATION MAY VARY DEPENDING UPON OUTLET LOCATION

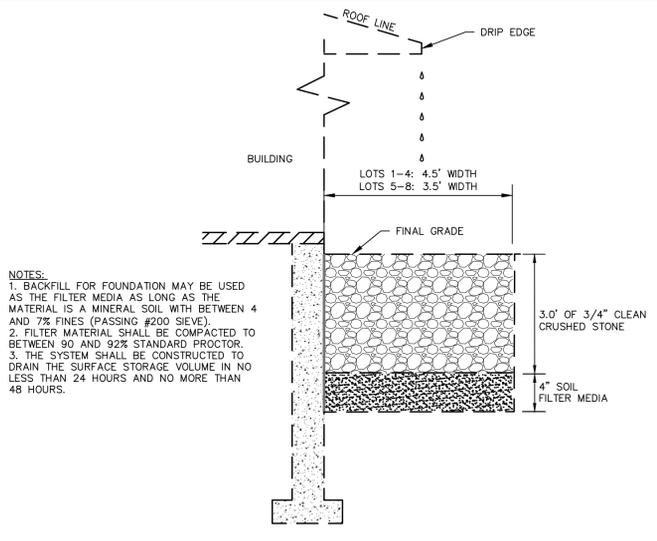
SYSTEM MUST BE INSTALLED UNDER CONTECH SUPERVISION. FOR INSTALLATION QUESTIONS, CONTACT CONTECH (207-892-0348)



**A** FILTERRA OFF-LINE CURB INLET CONFIGURATION  
N.T.S.

**B** FILTERRA OUTFALL PIPE CONNECTION  
N.T.S.

**C** FILTERRA MODIFIED THROAT OPENING  
N.T.S.



**CONSTRUCTION OVERSIGHT:**  
THE APPLICANT WILL RETAIN THE SERVICES OF A PROFESSIONAL ENGINEER TO INSPECT THE CONSTRUCTION AND STABILIZATION OF ALL STORMWATER MANAGEMENT STRUCTURES TO BE BUILT AS PART OF THE PROJECT. IF NECESSARY, THE INSPECTING ENGINEER WILL INTERPRET THE CONSTRUCTION PLANS FOR THE CONTRACTOR. ONCE ALL STORMWATER MANAGEMENT STRUCTURES ARE CONSTRUCTED AND STABILIZED, THE INSPECTING ENGINEER WILL NOTIFY THE DEPARTMENT IN WRITING WITHIN 30 DAYS TO STATE THAT THE STRUCTURES HAVE BEEN COMPLETED. ACCOMPANYING THE ENGINEER'S NOTIFICATION MUST BE A COPY OF THE TEST RESULTS FOR ANY SOIL FILL, AGGREGATE, OR MULCH MATERIALS USED IN THE CONSTRUCTION OF THE STORMWATER MANAGEMENT STRUCTURES AND A LOG OF THE ENGINEER'S INSPECTIONS GIVING THE DATE OF EACH INSPECTION, THE TIME OF EACH INSPECTION, AND THE ITEMS INSPECTED ON EACH VISIT.

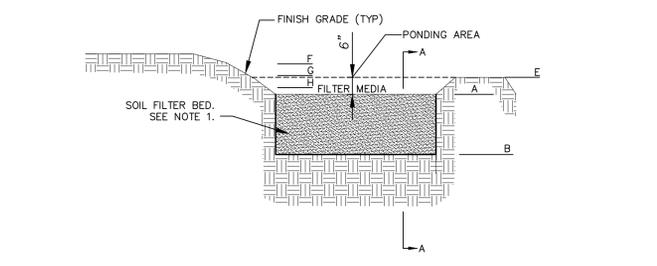
**ROOF DRIPLINE FILTRATION CONSTRUCTION INSPECTIONS:** AT A MINIMUM, THE PROFESSIONAL ENGINEER'S INSPECTION WILL OCCUR AFTER FOUNDATION SOIL PREPARATION BUT PRIOR TO PLACEMENT OF THE GEOTEXTILE LINING, AFTER THE FOUNDATION DRAIN PIPE IS INSTALLED BUT NOT YET BACKFILLED, AFTER THE PIPE BEDDING GRAVEL IS PLACED BUT PRIOR TO THE PLACEMENT OF THE GRAVEL FILTER MEDIA, AFTER THE GRAVEL FILTER MEDIA HAS BEEN PLACED BUT PRIOR TO INSTALLING THE CRUSHED STONE SURFACE LAYER, AND AFTER THE SURFACE CRUSHED STONE SURFACE LAYER IS INSTALLED.

**TESTING AND SUBMITTALS:** THE GRAVEL FILTER MEDIA IN THE ROOF DRIPLINE FILTRATION BMP MUST BE CONFIRMED AS SUITABLE BY TESTING. THE CONTRACTOR SHALL IDENTIFY THE SOURCE OF THESE GRAVELS AND OBTAIN SAMPLES FOR TESTING. ALL TESTING MUST BE DONE BY A CERTIFIED LABORATORY. ALL RESULTS OF FIELD AND LABORATORY TESTING SHALL BE SUBMITTED TO THE PROJECT ENGINEER FOR CONFIRMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE COMPLETION OF THE FOLLOWING SAMPLING AND TESTING BEFORE THE GRAVEL IS PLACED AS PART OF THE DRIPLINE FILTER'S CONSTRUCTION.

• OBTAIN A SAMPLE OF THE GRAVEL FILTER MEDIA. THE SAMPLE MUST BE A COMPOSITE OF THREE DIFFERENT LOCATIONS (GRABS) FROM THE GRAVEL STOCKPILE. THE SAMPLE SIZE REQUIRED WILL BE DETERMINED BY THE TESTING LABORATORY. PERFORM A SIEVE ANALYSIS CONFORMING TO ASTM C136 (STANDARD TEST METHOD FOR SIEVE ANALYSIS OF FINE AND COARSE AGGREGATES 1996A) OF THE SAND FILTER MEDIA SHOWING IT MEETS THE FOLLOWING GRADATION:

SIEVE SIZE	% PASSING BY WEIGHT
3	100
#200	4-7

**D** ROOF DRIPLINE FILTER DETAIL  
N.T.S.



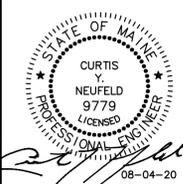
ELEVATION TABLE	
	BASIN
A - TOP OF BED	46.00
B - TOP OF BEDDING	44.50
E - OVERFLOW BERM	47.50
F - 25YR WATER SURFACE ELEVATION	TBD
G - 10YR WATER SURFACE ELEVATION	TBD
H - 2YR WATER SURFACE ELEVATION	TBD

**NOTES:**  
1. THE SOIL FILTER BED SHALL CONSIST OF A SILTY SAND SOIL OR SOIL MIXTURE COMBINED WITH 20% TO 25% BY VOLUME (NO LESS THAN 10% BY DRY WEIGHT) OF A MODERATELY FINE SHREDDED BARK OR WOOD FIBER MULCH. THE RESULTING MIXTURE SHALL HAVE MORE THAN 8% PASSING THE 200 SIEVE AND A CLAY CONTENT OF LESS THAN 2%.  
2. THE FILTER MEDIA SHALL BE PLANTED WITH PLANTS THAT ARE TOLERANT OF WELL DRAINED SOILS AND FREQUENT INUNDATION. NATIVE PLANTS SHALL BE CHOSEN FOR THEIR TOLERANCE OF WELL DRAINED MOISTURE FLUCTUATION, POLLUTANT LOADING, LIGHT AMOUNT, TEMPERATURE, AND PH. THE PLANTS SPACING SHALL BE NO MORE THAN 18 INCHES TO 3 FEET ON CENTER. FULL PLANT COVER SHALL BE ACHIEVED WITHIN THE FIRST YEAR FROM CONSTRUCTION.  
3. THE CONTRACTOR SHALL NOT ACCESS, PRE-LOAD, OR DISTURB THE AREAS PROPOSED FOR INFILTRATION DURING CONSTRUCTION.

**E** BIORETENTION FILTER DETAIL  
N.T.S.

**CONSTRUCTION OVERSIGHT:**

- THE APPLICANT WILL RETAIN THE SERVICES OF A PROFESSIONAL ENGINEER TO INSPECT THE CONSTRUCTION AND STABILIZATION OF ALL STORMWATER MANAGEMENT STRUCTURES TO BE BUILT AS PART OF THE PROJECT. IF NECESSARY, THE INSPECTING ENGINEER WILL INTERPRET THE CONSTRUCTION PLANS FOR THE CONTRACTOR.
- ONCE ALL STORMWATER MANAGEMENT STRUCTURES ARE CONSTRUCTED AND STABILIZED, THE INSPECTING ENGINEER WILL NOTIFY THE DEPARTMENT IN WRITING WITHIN 30 DAYS TO STATE THAT THE STRUCTURES HAVE BEEN COMPLETED.
- ACCOMPANYING THE ENGINEER'S NOTIFICATION MUST BE A COPY OF THE TEST RESULTS FOR ANY SOIL FILL, AGGREGATE, OR MULCH MATERIALS USED IN THE CONSTRUCTION OF THE STORMWATER MANAGEMENT STRUCTURES AND A LOG OF THE ENGINEER'S INSPECTIONS GIVING THE DATE OF EACH INSPECTION, THE TIME OF EACH INSPECTION, AND THE ITEMS INSPECTED ON EACH VISIT.
- CONSTRUCTION SEQUENCE: THE SOIL FILTER MEDIA AND VEGETATION MUST NOT BE INSTALLED UNTIL THE AREA THAT DRAINS TO THE FILTER HAS BEEN PERMANENTLY STABILIZED WITH PAVEMENT OR OTHER STRUCTURE. 90% VEGETATION COVER, OR OTHER PERMANENT STABILIZATION UNLESS THE RUNOFF FROM THE CONTRIBUTING DRAINAGE AREA IS DIVERTED AROUND THE FILTER UNTIL STABILIZATION IS COMPLETED.
- COMPACTION OF SOIL FILTER: FILTER SOIL MEDIA MUST BE COMPACTED TO BETWEEN 90% AND 92% STANDARD PROCTOR. THE BED SHOULD BE INSTALLED IN AT LEAST 2 LIFTS OF 9 INCHES TO PREVENT POCKETS OF LOOSE MEDIA.
- CONSTRUCTION OVERSIGHT: INSPECTION BY A PROFESSIONAL ENGINEER WILL OCCUR AT A MINIMUM:
  - AFTER THE PRELIMINARY CONSTRUCTION OF THE FILTER GRADES BUT NOT BACKFILLED,
  - AFTER THE DRAINAGE LAYER IS CONSTRUCTED AND PRIOR TO THE INSTALLATION OF THE FILTER MEDIA,
  - AFTER THE FILTER MEDIA HAS BEEN INSTALLED AND SEEDING. BIO-RETENTION CELLS MUST BE STABILIZED PER THE PROVIDED PLANTING SCHEME AND DENSITY FOR THE CANOPY COVERAGE OF 30 AND 50%.
  - AFTER ONE YEAR TO INSPECT HEALTH OF THE VEGETATION AND MAKE CORRECTIONS, AND
  - ALL THE MATERIAL USED FOR THE CONSTRUCTION OF THE FILTER BASIN MUST BE CONFIRMED AS SUITABLE BY THE DESIGN ENGINEER. TESTING MUST BE DONE BY A CERTIFIED LABORATORY TO SHOW THAT THEY ARE PASSING DEP SPECIFICATIONS.
- TESTING AND SUBMITTALS: THE CONTRACTOR SHALL IDENTIFY THE LOCATION OF THE SOURCE OF EACH COMPONENT OF THE FILTER MEDIA. ALL RESULTS OF FIELD AND LABORATORY TESTING SHALL BE SUBMITTED TO THE PROJECT ENGINEER FOR CONFIRMATION. THE CONTRACTOR SHALL:
  - SELECT SAMPLES FOR SAMPLING OF EACH TYPE OF MATERIAL TO BE BLENDED FOR THE MIXED FILTER MEDIA. SAMPLES MUST BE A COMPOSITE OF THREE DIFFERENT LOCATIONS (GRABS) FROM THE STOCKPILE OR PIT FACE. SAMPLE SIZE REQUIRED WILL BE DETERMINED BY THE TESTING LABORATORY.
  - PERFORM A SIEVE ANALYSIS CONFORMING TO ASTM C136 (STANDARD TEST METHOD FOR SIEVE ANALYSIS OF FINE AND COARSE AGGREGATES 1996A) ON EACH TYPE OF THE SAMPLE MATERIAL. THE RESULTING SOIL FILTER MEDIA MIXTURE MUST HAVE 8% TO 12% BY WEIGHT PASSING THE #200 SIEVE. A CLAY CONTENT OF LESS THAN 2% (DETERMINED HYDROMETER GRAIN SIZE ANALYSIS) AND HAVE 10% DRY WEIGHT OF ORGANIC MATTER.
  - PERFORM A PERMEABILITY TEST ON THE SOIL FILTER MEDIA MIXTURE CONFORMING TO ASTM D2434 WITH THE MIXTURE COMPACTED TO 90-92% OF MAXIMUM DRY DENSITY BASED ON ASTM D698.



1. 08-04-20 SUBMITTED TO TOWN OF BRUNSWICK FOR APPROVAL CYN

TITLE: **STORMWATER DETAILS**

PROJECT: **BRUNSWICK LANDING VILLAGE PHASE II  
BRUNSWICK LANDING, BRUNSWICK, MAINE**

OWNER: **BRUNSWICK LANDING CONDOMINIUMS, LLC  
74 NEPTUNE DRIVE, BRUNSWICK ME 04011**

**SITELINES**  
119 PURINTON ROAD, SUITE A  
BRUNSWICK, MAINE 04011  
207.725.1200  
CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS

FIELD WK: MC/CH SCALE: NTS SHEET: **C10**

DRN BY: RPL JOB #: 3230.06

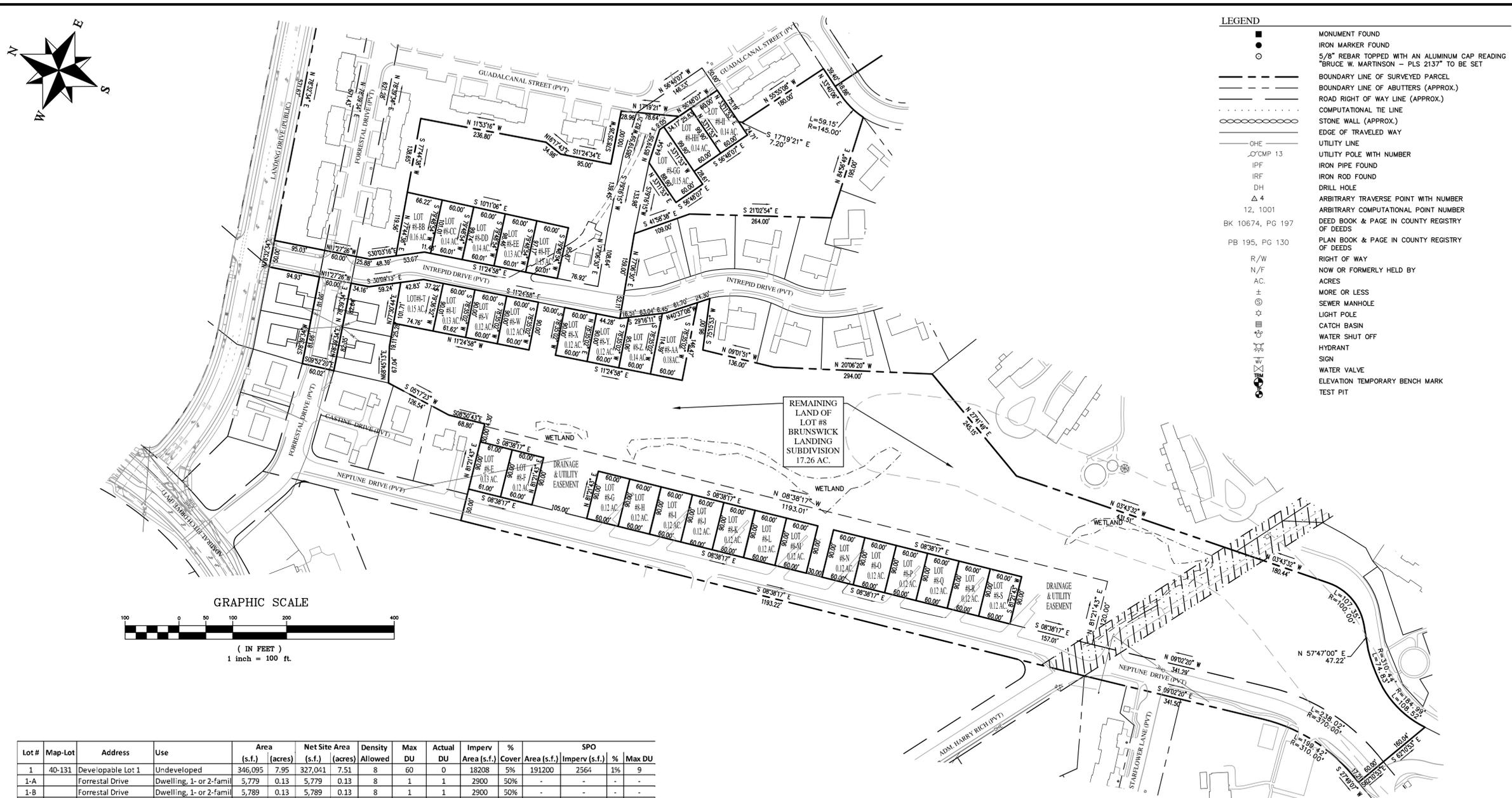
CHD BY: CYN MAP/PLOT: 40/131 & 138

DATE: 03-20-2020 FILE: 3230.06 COV-DET

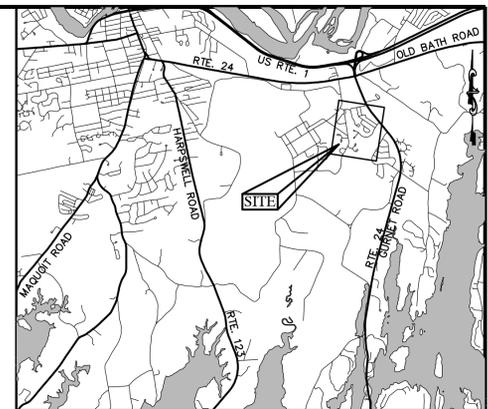
PERMITTING REVIEW



X:\LAND PROJECTS\2020\08 HELIOS BRUNSWICK DESIGN PHASE\INDOCS\2020.08 SITE.DWG - SUBDIVISION AMEND 5 (1) 3/16/2020 2:47:20 PM - CURT



LEGEND	
■	MONUMENT FOUND
●	IRON MARKER FOUND
○	5/8" REBAR TOPPED WITH AN ALUMINUM CAP READING "BRUCE W. MARTINSON - PLS 2137" TO BE SET
---	BOUNDARY LINE OF SURVEYED PARCEL
- - - -	BOUNDARY LINE OF ADJUTERS (APPROX.)
- · - · -	ROAD RIGHT OF WAY LINE (APPROX.)
· · · · ·	COMPUTATIONAL TIE LINE
⊖	STONE WALL (APPROX.)
⊖	EDGE OF TRAVELED WAY
—○—	UTILITY LINE
—○—	UTILITY POLE WITH NUMBER
—○—	IRON PIPE FOUND
—○—	IRON ROD FOUND
⊖	DRILL HOLE
Δ 4	ARBITRARY TRAVERSE POINT WITH NUMBER
12, 1001	ARBITRARY COMPUTATIONAL POINT NUMBER
BK 10674, PG 197	DEED BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
PB 195, PG 130	PLAN BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
R/W	RIGHT OF WAY
N/F	NOW OR FORMERLY HELD BY
AC.	ACRES
±	MORE OR LESS
⊖	SEWER MANHOLE
⊖	LIGHT POLE
⊖	CATCH BASIN
⊖	WATER SHUT OFF
⊖	HYDRANT
⊖	SIGN
⊖	WATER VALVE
⊖	ELEVATION TEMPORARY BENCH MARK
⊖	TEST PIT



LOCATION MAP  
SCALE: 1" = 5000'

- PLAN REFERENCE:**
- "ALTA/NSPS LAND TITLE SURVEY OF LAND OF MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR HELIOS SERVICES, BY SITELINES PA ON JUNE 29, 2017.
  - "SUBDIVISION AMENDMENT BRUNSWICK LANDING HOUSING, MULTI-UNIT MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR BRUNSWICK LANDING VENTURE, BY SITELINES PA ON OCTOBER 11, 2017 RECORDED IN BOOK: 218 PAGE 294
  - "SUBDIVISION AMENDMENT 2, WOODLAND VILLAGE - LOT 10, MULTI-UNIT RESIDENTIAL PROPERTIES, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR BRUNSWICK LANDING VENTURE, BY SITELINES PA ON OCTOBER 11, 2017
  - "SUBDIVISION AMENDMENT 3, WOODLAND VILLAGE - LOT 9 & 10, STARFLOWER LANE & CHIPMUNK COURT, BRUNSWICK, LANDING, BRUNSWICK MAINE" PREPARED FOR BRUNSWICK LANDING VENTURE, SHEET 2 OF 3 BY SITELINES PA REVISED ON SEPTEMBER 19, 2018
- 3. TAX MAP REFERENCE:**  
LOT 8: TAX MAP 40, LOT 138  
LOT 9: TAX MAP 40, LOT 139
- 4. WETLANDS:**  
WETLANDS DELINEATED BY ATLANTIC ENVIRONMENTAL, BATH, ME.
- 5. SUBDIVISION NOTE:**  
THE BRUNSWICK GARDENS SINGLE-FAMILY RESIDENTIAL LOTS ARE EXEMPT FROM STATE AND LOCAL SUBDIVISION LAWS. PURSUANT TO 30-A M.R.S.A. §4401(4)(E), THE DIVISION OF A TRACT OR PARCEL OF LAND INTO THREE OR MORE LOTS AND UPON EACH OF WHICH LOTS PERMANENT DWELLING STRUCTURES LEGALLY EXISTED BEFORE SEPTEMBER 23, 1971 IS NOT A SUBDIVISION. BASED ON INFORMATION IN THE TOWN ASSESSOR'S RECORDS, THE BRUNSWICK GARDENS HOMES WERE CONSTRUCTED IN 1959. AS A RESULT, NO SUBDIVISION REVIEW IS REQUIRED. SEE ALSO LEGAL OPINION OF COUNSEL OF THE TOWN OF BRUNSWICK, MAINE, DATED AUGUST 14, 2008 ON FILE WITH THE DIRECTOR OF PLANNING AND DEVELOPMENT FOR THE TOWN OF BRUNSWICK, MAINE. IN ADDITION, THE CODE ENFORCEMENT OFFICER OF THE TOWN OF BRUNSWICK, MAINE, HAS CONCLUDED THAT RECORDING OF THIS PLAN DOES NOT REQUIRE AN AMENDMENT OF THE SUBDIVISION PLAN RECORDED IN PLAN BOOK 218, PAGE 294 REFERENCED ABOVE, WHICH DIVIDED CERTAIN NEIGHBORHOODS INTO SEPARATE LOTS, AS SUCH SUBDIVISION PLAN DID NOT IN ANY WAY ALTER THE EXISTING EXEMPT STATUS OF THE BRUNSWICK GARDEN HOMES, OR ALTER ANY OF THE LOT LINES CREATED IN THE PLAN IN PLAN BOOK 218, PAGE 294. SEE LETTER FROM THE TOWN CODE ENFORCEMENT OFFICER DATED DECEMBER 5, 2018 ON FILE WITH THE DIRECTOR OF PLANNING AND DEVELOPMENT OF THE TOWN OF BRUNSWICK.
- 6. ORDINANCE STANDARDS:**  
ZONE: GR1 (GROWTH RESIDENTIAL 1)  
MINIMUM LOT SIZE: 0.0 ACRES  
DIMENSION REQUIREMENTS:  
1.) MINIMUM LOT WIDTH: 40'  
2.) YARD DEPTHS  
A) FRONT = 0'  
B) REAR = 0'  
C) SIDE 0'  
3.) MINIMUM BUILDING HEIGHT = 15'  
MAXIMUM BUILDING HEIGHT = 50'  
MAXIMUM DENSITY = 8 UNITS PER ACRE  
MAXIMUM IMPERVIOUS SURFACE COVERAGE = 45%  
MAXIMUM BUILDING FOOTPRINT PER STRUCTURE = 20,000 S.F.

Lot #	Map-Lot	Address	Use	Area		Net Site Area		Density Allowed	Max DU	Actual DU	Imperv Area (s.f.)	% Cover	SPO			
				(s.f.)	(acres)	(s.f.)	(acres)						Area (s.f.)	Imperv (s.f.)	%	Max DU
1	40-131	Developable Lot 1	Undeveloped	346,095	7.95	327,041	7.51	8	60	0	18208	5%	191200	2564	1%	9
1-A		Forrestral Drive	Dwelling, 1- or 2-famil	5,779	0.13	5,779	0.13	8	1	1	2900	50%	-	-	-	-
1-B		Forrestral Drive	Dwelling, 1- or 2-famil	5,789	0.13	5,789	0.13	8	1	1	2900	50%	-	-	-	-
1-C		Forrestral Drive	Dwelling, 1- or 2-famil	5,797	0.13	5,797	0.13	8	1	1	2900	50%	-	-	-	-
1-D		Forrestral Drive	Dwelling, 1- or 2-famil	5,799	0.13	5,799	0.13	8	1	1	2900	50%	-	-	-	-
1-E		Forrestral Drive	Dwelling, 1- or 2-famil	8,771	0.20	8,771	0.20	8	2	1	2900	33%	-	-	-	-
2	40-12	Mariner Landing	Dwellings, multifamil	875,575	20.10	761,400	17.48	8	140	126	211120	24%	4800	300	6%	22
8	40-138	Developable Lot 4	Undeveloped	751,872	17.26	564,789	12.97	8	104	0	98283	13%	134400	2000	1%	19
8-E		Neptune Drive	Dwelling, 1- or 2-famil	5,490	0.13	5,490	0.13	8	1	1	2900	53%	-	-	-	-
8-F		Neptune Drive	Dwelling, 1- or 2-famil	5,400	0.12	5,400	0.12	8	1	1	2900	54%	-	-	-	-
8-G		Neptune Drive	Dwelling, 1- or 2-famil	5,400	0.12	5,400	0.12	8	1	1	2900	54%	-	-	-	-
8-H		Neptune Drive	Dwelling, 1- or 2-famil	5,400	0.12	5,400	0.12	8	1	1	2900	54%	-	-	-	-
8-I		Neptune Drive	Dwelling, 1- or 2-famil	5,400	0.12	5,400	0.12	8	1	1	2900	54%	-	-	-	-
8-J		Neptune Drive	Dwelling, 1- or 2-famil	5,400	0.12	5,400	0.12	8	1	1	2900	54%	-	-	-	-
8-K		Neptune Drive	Dwelling, 1- or 2-famil	5,400	0.12	5,400	0.12	8	1	1	2900	54%	-	-	-	-
8-L		Neptune Drive	Dwelling, 1- or 2-famil	5,400	0.12	5,400	0.12	8	1	1	2900	54%	-	-	-	-
8-M		Neptune Drive	Dwelling, 1- or 2-famil	5,400	0.12	5,400	0.12	8	1	1	2900	54%	-	-	-	-
8-N		Neptune Drive	Dwelling, 1- or 2-famil	5,400	0.12	5,400	0.12	8	1	1	2900	54%	-	-	-	-
8-O		Neptune Drive	Dwelling, 1- or 2-famil	5,400	0.12	5,400	0.12	8	1	1	2900	54%	-	-	-	-
8-P		Neptune Drive	Dwelling, 1- or 2-famil	5,400	0.12	5,400	0.12	8	1	1	2900	54%	-	-	-	-
8-Q		Neptune Drive	Dwelling, 1- or 2-famil	5,400	0.12	5,400	0.12	8	1	1	2900	54%	-	-	-	-
8-R		Neptune Drive	Dwelling, 1- or 2-famil	5,400	0.12	5,400	0.12	8	1	1	2900	54%	-	-	-	-
8-S		Neptune Drive	Dwelling, 1- or 2-famil	5,400	0.12	5,400	0.12	8	1	1	2900	54%	-	-	-	-
8-T		Intrepid Street	Dwelling, 1- or 2-famil	6,600	0.15	6,600	0.15	8	1	1	2900	44%	-	-	-	-
8-U		Intrepid Street	Dwelling, 1- or 2-famil	5,473	0.13	5,473	0.13	8	1	1	2900	53%	-	-	-	-
8-V		Intrepid Street	Dwelling, 1- or 2-famil	5,400	0.12	5,400	0.12	8	1	1	2900	54%	-	-	-	-
8-W		Intrepid Street	Dwelling, 1- or 2-famil	5,400	0.12	5,400	0.12	8	1	1	2900	54%	-	-	-	-
8-X		Intrepid Street	Dwelling, 1- or 2-famil	5,400	0.12	5,400	0.12	8	1	1	2900	54%	-	-	-	-
8-Y		Intrepid Street	Dwelling, 1- or 2-famil	5,440	0.12	5,440	0.12	8	1	1	2900	53%	-	-	-	-
8-Z		Intrepid Street	Dwelling, 1- or 2-famil	6,284	0.14	6,284	0.14	8	1	1	2900	46%	-	-	-	-
8-AA		Intrepid Street	Dwelling, 1- or 2-famil	7,787	0.18	7,787	0.18	8	1	1	2900	37%	-	-	-	-
8-BB		Intrepid Street	Dwelling, 1- or 2-famil	6,984	0.16	6,984	0.16	8	1	1	2900	42%	-	-	-	-
8-CC		Intrepid Street	Dwelling, 1- or 2-famil	6,021	0.14	6,021	0.14	8	1	1	2900	48%	-	-	-	-
8-DD		Intrepid Street	Dwelling, 1- or 2-famil	5,943	0.14	5,943	0.14	8	1	1	2900	49%	-	-	-	-
8-EE		Intrepid Street	Dwelling, 1- or 2-famil	5,866	0.13	5,866	0.13	8	1	1	2900	49%	-	-	-	-
8-FF		Intrepid Street	Dwelling, 1- or 2-famil	5,789	0.13	5,789	0.13	8	1	1	2900	50%	-	-	-	-
8-GG		Guadalcanal Street	Dwelling, 1- or 2-famil	6,702	0.15	6,702	0.15	8	1	1	2900	43%	-	-	-	-
8-HH		Guadalcanal Street	Dwelling, 1- or 2-famil	5,994	0.14	5,994	0.14	8	1	1	2900	48%	-	-	-	-
8-II		Guadalcanal Street	Dwelling, 1- or 2-famil	5,994	0.14	5,994	0.14	8	1	1	2900	48%	-	-	-	-

CUMBERLAND  
COUNTY REGISTRY OF DEEDS:

RECEIVED \_\_\_\_\_

AT \_\_\_\_\_ HRS \_\_\_\_\_ MIN \_\_\_\_\_ M, AND

FILED IN PLAN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

ATTESTED: \_\_\_\_\_ REGISTER

SURVEYOR'S CERTIFICATION:

THE PREPARER HEREBY CERTIFIES THAT THIS SURVEY HAS BEEN UNDERTAKEN IN CONFORMANCE WITH THE RULES SET FORTH BY THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, DATED APRIL 1, 2001, FOR A BOUNDARY SURVEY.

DATE \_\_\_\_\_

KEVIN P. CLARK, PLS #2245

NOT VALID WITHOUT REVIEW

1. 08-04-20 SUBMITTED TO TOWN OF BRUNSWICK FOR APPROVAL CYN

TITLE: **SUBDIVISION AMENDMENT #5  
BRUNSWICK LANDING HOUSING**

PROJECT: **BRUNSWICK LANDING VILLAGE PHASE II  
BRUNSWICK LANDING, BRUNSWICK, MAINE**

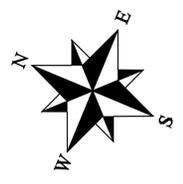
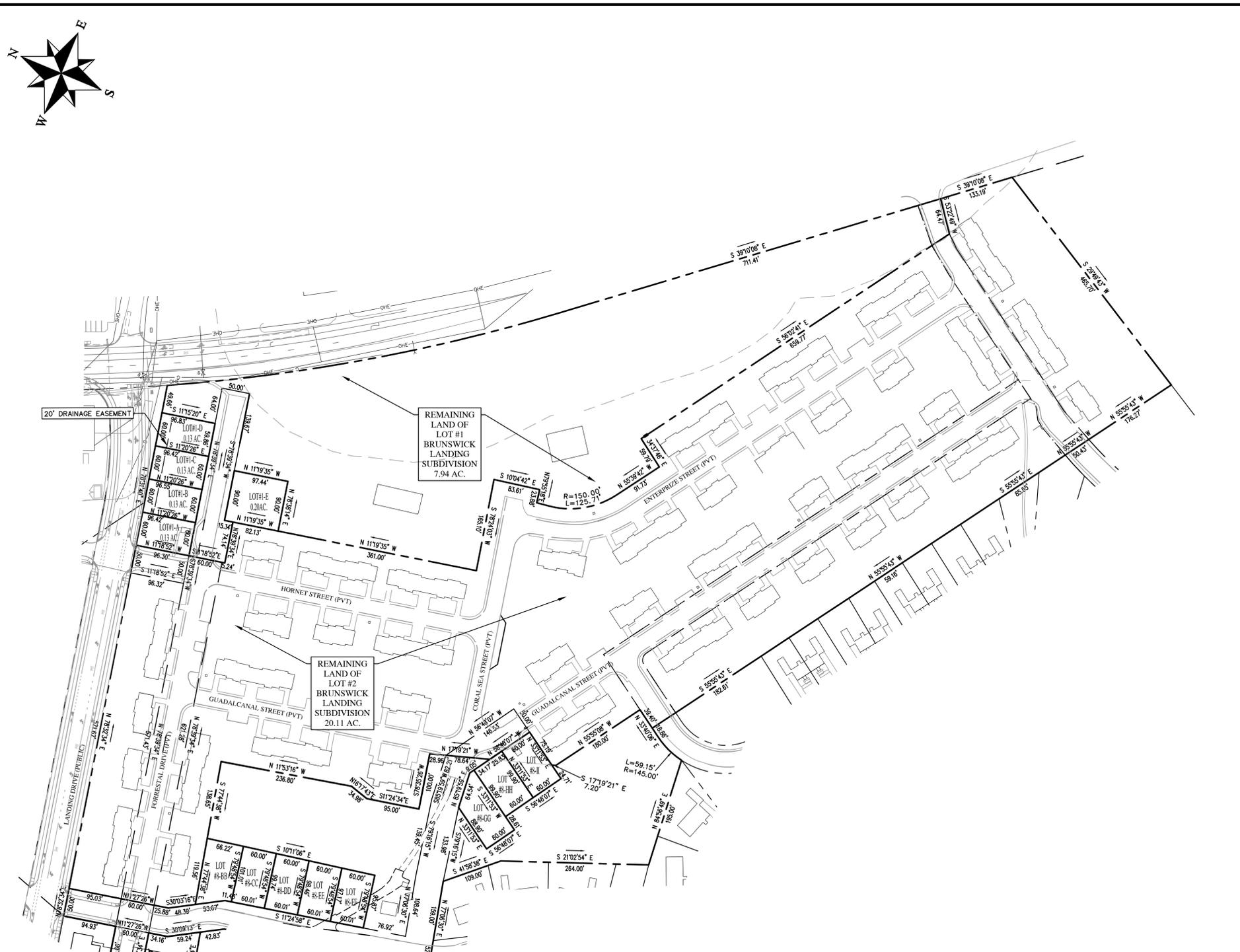
RECORD OWNER: **BRUNSWICK LANDING CONDOMINIUMS, LLC  
74 NEPTUNE DRIVE, BRUNSWICK ME 04011**

**SITELINES**  
119 PURINTON ROAD, SUITE A  
BRUNSWICK, MAINE 04011  
207.725.1200

CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS

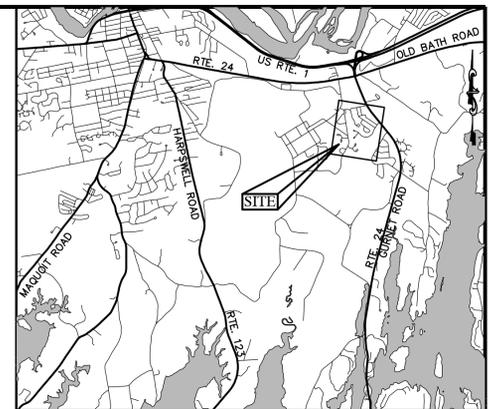
FIELD WK: MC/CH	SCALE: 1" = 100'	SHEET:
DRN BY: RPL	JOB #: 3230.06	1 of 2
CHD BY: CYN	MAP/LOT: 40 / 131 & 138	
DATE: 03-20-2020	FILE: 3230.06-SITE	

X:\LAND PROJECTS\2020-08 HELIOS BRUNSWICK DESIGN PHASE (IND03020).08 SITE.DWG - SUBDIVISION AMEND 5, 01/16/2020 2:47:30 PM, CJRT



**LEGEND**

■	MONUMENT FOUND
●	IRON MARKER FOUND
○	5/8" REBAR TOPPED WITH AN ALUMINUM CAP READING "BRUCE W. MARTINSON - PLS 2137" TO BE SET
---	BOUNDARY LINE OF SURVEYED PARCEL
- - -	BOUNDARY LINE OF ABUTTERS (APPROX.)
---	ROAD RIGHT OF WAY LINE (APPROX.)
---	COMPUTATIONAL TIE LINE
---	STONE WALL (APPROX.)
---	EDGE OF TRAVELED WAY
---	UTILITY LINE
---	UTILITY POLE WITH NUMBER
---	IRON PIPE FOUND
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---	DRILL HOLE
△ 4	ARBITRARY TRAVERSE POINT WITH NUMBER
△ 12, 1001	ARBITRARY COMPUTATIONAL POINT NUMBER
BK 10674, PG 197	DEED BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
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⊙	TEST PIT



LOCATION MAP  
SCALE: 1" = 5000'

**PLAN REFERENCE:**

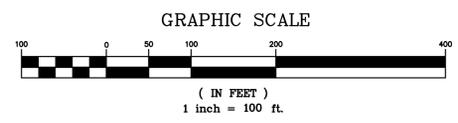
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**3. TAX MAP REFERENCE:**  
LOT 8: TAX MAP 40, LOT 138  
LOT 9: TAX MAP 40, LOT 139

**4. WETLANDS:**  
WETLANDS DELINEATED BY ATLANTIC ENVIRONMENTAL, BATH, ME.

**5. SUBDIVISION NOTE:**  
THE BRUNSWICK GARDENS SINGLE-FAMILY RESIDENTIAL LOTS ARE EXEMPT FROM STATE AND LOCAL SUBDIVISION LAWS. PURSUANT TO 30-A M.R.S.A. §4401(4)(E), THE DIVISION OF A TRACT OR PARCEL OF LAND INTO THREE OR MORE LOTS AND UPON EACH OF WHICH LOTS PERMANENT DWELLING STRUCTURES LEGALLY EXISTED BEFORE SEPTEMBER 23, 1971 IS NOT A SUBDIVISION. BASED ON INFORMATION IN THE TOWN ASSESSOR'S RECORDS, THE BRUNSWICK GARDENS HOMES WERE CONSTRUCTED IN 1959. AS A RESULT, NO SUBDIVISION REVIEW IS REQUIRED. SEE ALSO LEGAL OPINION OF COUNSEL OF THE TOWN OF BRUNSWICK, MAINE, DATED AUGUST 14, 2008 ON FILE WITH THE DIRECTOR OF PLANNING AND DEVELOPMENT FOR THE TOWN OF BRUNSWICK, MAINE. IN ADDITION, THE CODE ENFORCEMENT OFFICER OF THE TOWN OF BRUNSWICK HAS CONCLUDED THAT RECORDING OF THIS PLAN DOES NOT REQUIRE AN AMENDMENT OF THE SUBDIVISION PLAN RECORDED IN PLAN BOOK 218, PAGE 294 REFERENCED ABOVE, WHICH DIVIDED CERTAIN NEIGHBORHOODS INTO SEPARATE LOTS, AS SUCH SUBDIVISION PLAN DID NOT IN ANY WAY ALTER THE EXISTING EXEMPT STATUS OF THE BRUNSWICK GARDEN HOMES, OR ALTER ANY OF THE LOT LINES CREATED IN THE PLAN IN PLAN BOOK 218, PAGE 294. SEE LETTER FROM THE TOWN CODE ENFORCEMENT OFFICER DATED DECEMBER 5, 2018 ON FILE WITH THE DIRECTOR OF PLANNING AND DEVELOPMENT OF THE TOWN OF BRUNSWICK.

**6. ORDINANCE STANDARDS:**  
ZONE: GR1 (GROWTH RESIDENTIAL 1)  
MINIMUM LOT SIZE: 0.0 ACRES  
DIMENSION REQUIREMENTS:  
1.) MINIMUM LOT WIDTH: 40'  
2.) YARD DEPTHS  
A) FRONT = 0'  
B) REAR = 0'  
C) SIDE = 0'  
3.) MINIMUM BUILDING HEIGHT = 15'  
MAXIMUM BUILDING HEIGHT = 50'  
MAXIMUM DENSITY = 8 UNITS PER ACRE  
MAXIMUM IMPERVIOUS SURFACE COVERAGE = 45%  
MAXIMUM BUILDING FOOTPRINT PER STRUCTURE = 20,000 S.F.



CUMBERLAND  
COUNTY REGISTRY OF DEEDS:

RECEIVED \_\_\_\_\_

AT \_\_\_\_\_ HRS \_\_\_\_\_ MIN \_\_\_\_\_ M, AND

FILED IN PLAN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

ATTESTED: \_\_\_\_\_ REGISTER

**SURVEYOR'S CERTIFICATION:**

THE PREPARER HEREBY CERTIFIES THAT THIS SURVEY HAS BEEN UNDERTAKEN IN CONFORMANCE WITH THE RULES SET FORTH BY THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, DATED APRIL 1, 2001, FOR A BOUNDARY SURVEY.

DATE \_\_\_\_\_

KEVIN P. CLARK, PLS #2245



1. 08-04-20 SUBMITTED TO TOWN OF BRUNSWICK FOR APPROVAL CYN	
TITLE: <b>SUBDIVISION AMENDMENT #5 BRUNSWICK LANDING HOUSING</b>	
PROJECT: <b>BRUNSWICK LANDING VILLAGE PHASE II BRUNSWICK LANDING, BRUNSWICK, MAINE</b>	
RECORD OWNER: <b>BRUNSWICK LANDING CONDOMINIUMS, LLC 74 NEPTUNE DRIVE, BRUNSWICK ME 04011</b>	
<b>SITELINES</b> 119 PURINTON ROAD, SUITE A BRUNSWICK, MAINE 04011 207.725.1200	
<b>CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS</b>	
FIELD WK: MC/CH	SCALE: 1" = 100'
DRN BY: RPL	JOB #: 3230.06
CH'D BY: CYN	MAP/LOT: 40 / 131 & 138
DATE: 03-20-2020	FILE:
<b>2 of 2</b>	

**From:** [Darren Wallach](#)  
**To:** [Matt Panfil](#); [Daniel Ankeles](#)  
**Subject:** Development of 20+houses on Intrepid St.  
**Date:** Saturday, August 8, 2020 4:05:20 PM

---

Dear Mr. Panfill and Councilman Ankeles,

I live at 13 Intrepid St. with my wife and son. I would like to give my input about Brunswick Landing's new proposal to build many units of housing on and around our street. Julie Erdman has been helpful with our concerns as abutters thus far.

1. The houses proposed off Intrepid St. on both sides are on **\*common land**. That is- they have been used continuously and openly for over twenty years as trails and recreation area and should not be built on as private land to be lost to public use forever. Denise Lynch (12 Intrepid St.) and other Navy Personnel who lived here while it was BNAS can attest to this. People have walked, played games, cross country skied, biked and had get togethers on the grassy area and trees on both sides of Intrepid street for at least 30 years.

\*ME statute 812 Acquisition of rights-of-way and easements by adverse possession.

2. "Intrepid woods" (behind houses 9,11,13,15, 17) is an intact highly diverse mature white pine& spruce grove with a maple/cherry understory. I have found 8 species of wildflowers and 8 species of trees here thus far.

Intrepid woods is set amongst over a hundred of units of housing and a major mall to the north. This small open space of less than an acre should be saved for children and adults alike. I would also argue that it is part of the common land as it has been walked on continuously for over twenty years with no impediments.

3, Neighbors are concerned about the playground being taken away next to Intrepid #12. We have three families with children age 0-3 and Brunswick Landing ripped down the toddler playground next to the age 5-12 playground without warning in June and threw it on a dump truck. This was very disappointing to many of us.

Thanks very much for listening.

Sincerely,  
Darren Wallach  
13 Intrepid St.  
Brunswick, ME

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**From:** [Susan Vertrees](#)  
**To:** [Amy Torrey](#); [Cindy McLaughlin](#); [Darren Wallach](#); [Mark Sturgeon](#); [denise lynch](#); [Matt Panfil](#)  
**Subject:** Development on Intrepid St.  
**Date:** Tuesday, August 11, 2020 5:45:42 PM

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Dear Mr. Panfill,

I have the following deep concerns regarding the proposed development of Intrepid Street.

1. The lot sizes are too small and create a cramped, congested space which detracts from the existing neighborhood.
2. Apparently, based on the site plans, any open community areas will be destroyed. People frequently use the open areas for their recreational activities. In this time of Covid-19, it is important for people to have space to safely gather.
3. What are the development plans for the wetlands behind our homes?
4. Your plan indicates “the average traffic generation for the “36 proposed single-family lots will be significantly less than 100 new peak hour trips threshold...The development will not cause any unreasonable congestion or unsafe conditions on highways or public roads and the traffic associated with the development shall maintain the existing Level of Service on any public road within 200 feet of any existing or proposed curb cut.” To separate out the “36 proposed single-family lots” and not take into consideration the 108 unit apartment complex on Captains Way, which apparently has been approved, is disingenuous, at best. The increase in traffic due to the “36 proposed single-family lots,” the apartments, the development at Cooks Corner, particularly Hannafords being built will significantly increase traffic in our area. The traffic light at Admiral Fitch and Old Bath Road is a long wait (I have waited almost 2 minutes at the light) and increased population wanting to leave the area will increase congestion. People already use Landing Dr. as a easy path from 24 to Admiral Fitch. More congestion to come, particularly with the easy access to the Cooks Corner shopping area from Landing Dr.  
Your plan also indicates, in section 4.8.3 “pedestrian access is ample with sidewalks throughout the housing area. Bicycle access is available from nearby public roads, and within the development is safe due to the low volumes of traffic.” As noted above, this proposal ignores the overall increase in traffic due to the combined development plans.
5. Section 4.3.1 indicates “There are no known existing features where the lots are proposed that would be considered of natural, scenic or historic character to the Town. The Landing itself is an historic site that was deemed vital to the safety of the people of America. And, what, in your plan, is considered development, was actually a means to provide for our service people. The new plans do not maintain the integrity of the history of the base.
6. Section 4.16 indicates “Brunswick Landing Condominiums, LLC owns the parcels and a copy of the deed is enclosed with this application. Graiver Homes, Inc. intends to purchase the 36 lots once permitted and complete the improvements; a copy of the purchase and sales agreement is also enclosed.” It would seem by this statement, this proposal is considered a done deal. That is disturbing. We were given less than a week’s notice to present our objections/concerns. This leaves us at a great disadvantage.

Thank you for your consideration of my comments.

Sincerely,  
Susan Vertrees  
14 Intrepid St, Brunswick, ME 04011

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**From:** [Lynch, Denise](#)  
**To:** [Matt Panfil](#)  
**Cc:** ["darrenwallach@hotmail.com"](mailto:darrenwallach@hotmail.com)  
**Subject:** Brunswick Landing & proposed building more homes on Intrepid Street areas  
**Date:** Tuesday, August 11, 2020 2:03:28 PM

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Hello Matt,

Thank you for the notice of the Staff Review Committee hearing tomorrow at 10am. I plan to call in and participate as a concerned resident and neighbor to others on Intrepid Street/Circle worried about losing right of way land that we have walked, played on, cross-country skied on, snowshoed on. Like many others you have most likely heard from, I am worried that the additional homes will interfere with the quality of life we all bought our homes for and what I enjoyed for 30+ years as a navy family.

Intrepid is currently quiet and conducive to safe walks with strollers, bike rides and dog walking. I would like to offer my concerns but also my support for building additional homes along Neptune Drive:

1. This Navy development was carefully planned for its residents back in the late 50's. The residential areas offered playgrounds, fields, walk areas and trails through wooded areas for residents to enjoy. These areas were used by many, me and my family being included, since the early 1990's upon first being stationed to Squadron 8 and in the years that followed, Squadron's 10, 26 and lastly the WING Operations who controlled all the Navy Squadrons at this base until it closed. I have lived and used the playgrounds, trails and all the common areas while being stationed at Naval Air Station Brunswick.
2. The field that is currently a dumping ground for sand and dirt was formerly a soccer / kick ball / volleyball area where families would gather to celebrate pre and post deployment gatherings which now families use to play, hold birthday parties or meet up for dogs to play.
3. Our residents are walking, playing and biking safely on our roads and trails. The addition of a potential 37 homes in the field and along the narrow area leading up to 12 Intrepid will perhaps add 70 more vehicles (2 per household is norm) to the daily traffic to the narrow roads. There are young people skateboarding and riding their bikes and more traffic could potentially harm them.
4. Removing trees for these additional homes is a given and you will be removing the shade and natural habitat of the many birds and animals. Deer and wild turkey can be seen some mornings so construction would not only be disruptive to our residents but to the animals that live here.

5. Young and old have moved in. This is a blended community and the removal of the playground on Intrepid Street would be one less shaded, clean area for young families who bring their children to daily to play. (On Intrepid Street alone we have 3 young families with children under 4 years of age. But regardless, many residents drive over, park in the shade the trees offer and enjoy this playground because it's clean and most importantly, shaded for their activity.)
6. Building on Neptune Drive makes sense. This street was primarily used for a temporarily storage area for boats, trailers, cars, and motorcycles when residents and active duty needed to safely store their vehicles. Some because they did not have room near their duplexes or apartments and some because they deployed for 6 months at a time. The military also used the other side of the street for personal fitness and I remember the new trails, fitness stations and basketball court being built there. Neptune makes perfect sense for the proposed single family homes which will add security for those walking or running there.
7. The drainage on lower Intrepid (close to the rotting trees and new construction of 4 homes) is compromised. During the late fall and winter these drains on both side of the street clogged and flooded. I fell a few times while out for a walk with my dog. I mention this because more construction will could clog the drains even more.

I hope you will take my concerns into consideration and allow the residents' voices to be heard tomorrow in order to protect the quality of life our already loaded community is enjoying. Thank you,

*Denise*

Denise Lynch  
Intrepid Resident  
(207) 751-1464

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# Town of Brunswick, Maine

## DEPARTMENT OF PLANNING AND DEVELOPMENT

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### MEMORANDUM

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**TO:** Planning Board

**FROM:** Matt Panfil, AICP CUD, Director of Planning & Development

**DATE:** September 10, 2020

**SUBJECT:** Public Hearing – Zoning Ordinance Update – Standard Major Development Review and Common Development Plan Review Time Requirements (Continued from August 25, 2020)

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#### I. INTRODUCTION:

##### July 28, 2020 Workshop:

The Planning Board held a workshop on July 28, 2020 to review potential Zoning Ordinance text amendments pertaining to various subsections of *Section 5.2.9 – Development Review*. The purpose of the proposed text amendments is to extend the timeline for standard Major Development Review, both Sketch Plan and Final Plan, and Common Development Plan (CDP) review from three (3) weeks to five (5) weeks.

The Planning Board expressed support for the concept and provided the following comments:

1. They would prefer to receive their packets further in advance than the current general practice of Friday afternoons.
2. They do not want to receive revisions or other necessary documentation between receipt of their packet and the meeting. Applicants shall be advised that any materials submitted after packets have been distributed to the Planning Board may result in their application being tabled until the next regularly scheduled meeting.
3. Development review timelines should eventually be removed from the Zoning Ordinance and established in a separate document such as Planning Board bylaws (to be developed).
4. Meeting packets should be made available for pickup at Planning Board members' convenience. Staff indicated that during the COVID-19 pandemic they will continue to hand deliver packets until the police station can resume their pickup service.

##### August 25, 2020 Public Hearing:

The Planning Board held a public hearing on August 25, 2020. There was no public comment at the public hearing. However, Charlie Frizzle, Planning Board Chair, asked staff to consider editing

*Section 5.1.4 – Determination of Completeness by Staff* to allow staff to determine an application’s completeness to satisfy the legal vesting requirements. Chair Frizzle stated that it would be more equitable if the applicant knew from staff the application was complete early in the process rather than towards the end during the Planning Board meeting. Staff stated their concern that determination of completeness by staff may prohibit the Planning Board from requesting additional information to assist in the decision-making process as *Appendix D – Summary of Application Requirements* of the Zoning Ordinance allows for the Review Authority to request, “any additional studies.” Therefore, if the Review Authority for completeness was transferred to staff, the Planning Board may no longer be able to make such requests.

Staff stated that they would contact the Town Attorney for clarity on the requirements and to determine if there was a way to implement this suggestion. A response from the Town Attorney is included as Attachment A. In summary, the Town Attorney suggests that it is possible to allow staff or the Staff Review Committee (SRC) to make a preliminary completeness determination that includes a statement that the date shall count as the vested rights date, but that the Planning Board has the right to request additional information before proceeding with Findings of Fact.

Finally, in preparation of the proposed amendments, staff discovered that the existing development review time and processing requirements for Streamlined Major Development Review, as established within *Table 5.2.9.I: Development Review Time and Processing Requirements*, are impossible to administer based on conflicts between the intent of the streamlined process to be completed within 14 days of the application being submitted and the proposed deadlines contained in the language of the table.

## **II. EXISTING TIMELINES FOR STANDARD MAJOR DEVELOPMENT REVIEW AND CDP REVIEW**

Figure 1 below illustrates the standard Major Development Review process as established in *Table 5.2.9.I: Development Review Time and Processing Requirements*. Dates and deadlines established by the table are labelled in blue text whereas the Department of Planning and Development target dates are labelled in gray text.

Upon reviewing the deadlines established within the table it is apparent that the Major Development Review process is compressed in such a manner that the Town of Brunswick Staff Review Committee (SRC) may only have a few hours to review plans prior to their meeting and Department of Planning and Development staff may have little to no time to review an applicant’s revised plans prior to the Planning Board meeting. This schedule leaves little time to conduct a thorough review, resulting in poor internal customer service to other Town staff and reducing the quality of the review and potentially the overall quality of the project. Furthermore, the applicant has little predictability as to how their revisions will be received by Town staff and the Planning Board.

--- continued next page ---

Figure 1 – Existing Major Development Review and CDP Review Illustrated Timeline

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3 SUBMISSION DEADLINE: 4:30 PM <sup>1</sup>	4 PROJECT DAY 1	5 PROJECT DAY 2	6 STAFF TARGET TO DETERMINE COMPLETENESS & DISTRIBUTE SRC PACKETS PROJECT DAY 3	7 PROJECT DAY 4
8 PROJECT DAY 5	9 PROJECT DAY 6	10 ZONING ORDINANCE DEADLINE FOR DETERMINATION OF COMPLETENESS & STAFF TO SEND OWNER NOTICES <sup>2</sup> PROJECT DAY 7	11 STAFF TARGET FOR SRC MEETING: 10:00 AM PROJECT DAY 8	12 PROJECT DAY 9	13 PROJECT DAY 10	14 PROJECT DAY 11
15 PROJECT DAY 12	16 IF PUBLIC HEARING, DEADLINE FOR FIRST NOTICE TO PAPER: 12:00 PM TARGET FOR APPLICANT TO DELIVER SRC REVISIONS PROJECT DAY 13	17 ZONING ORDINANCE DEADLINE FOR SRC MEETING TO OCCUR PROJECT DAY 14	18 PROJECT DAY 15	19 STAFF TARGET FOR AGENDA & PACKET TO BE POSTED & DELIVERED TO PLANNING BOARD: 6:00 PM PROJECT DAY 16	20 ZONING ORDINANCE DEADLINE FOR SECOND NOTICE TO PAPER: 12:00 PM & DRAFT FINDINGS OF FACT TO PLANNING BOARD PROJECT DAY 17	21 PROJECT DAY 18
22 PROJECT DAY 19	23 PROJECT DAY 20	24 ZONING ORDINANCE DEADLINE FOR SRC REVISIONS FROM APPLICANT <sup>3</sup> & PLANNING BOARD MEETING: 7:00 PM PROJECT DAY 21	25	26	27	28
29	30	<sup>1</sup> THE 4:30 DEADLINE IS NOT ESTABLISHED WITHIN ZONING ORDINANCE, BUT IS AN ONGOING PRACTICE. <sup>2</sup> ONCE NOTIFIED OF COMPLETENESS, THE APPLICANT IS TO PROVIDE 12 COPIES OF ALL APPLICATION MATERIALS AND ONE (1) ELECTRONIC COPY FOR SRC DISTRIBUTION. <sup>3</sup> THE APPLICANT SHALL SUPPLY NINE (9) COPIES OF THE REVISED PLANS AND ONE (1) ELECTRONIC VERSION FOR PLANNING BOARD DISTRIBUTION.				

The proposed amendments extend the review timeline by two (2) weeks, providing the following advantages:

1. SRC members have one (1) full week review the application. SRC members will have time to conduct a more thorough review and an increased ability to communicate with the applicant prior to the meeting. This additional time may help to resolve any potential issues at the very beginning of the review process when an applicant has not expended as much time and financial resources on the project.
2. Applicant will have up to nine (9) days to revise plans and documents based on feedback provided by the SRC and/or the public.
3. The Department of Planning and Development will have additional time to prepare minutes, SRC notes, and other exhibits to ensure prompt delivery of meeting materials to Planning Board members.

### III. EXISTING TIMELINES FOR STREAMLINED MAJOR DEVELOPMENT REVIEW

Figure 2 is a modification of *Table 5.2.9.I: Development Review Time and Processing Requirements* and depicts the important dates and deadlines established for Streamlined Major Development Review:

Figure 2 – Existing Streamlined Major Development Review Timeline

Timing	Streamlined Major Development Review (Planning Board)
No less than 21 days prior to Review Authority Meeting	No less than 21 days prior to Planning Board consideration, applicant shall meet with Department staff to discuss application.
No less than 14 days prior to Review Authority meeting	Deadline for filing one (1) copy of application for Planning Board consideration. Staff confirms that application is complete and all owners of property per Subsection 5.1.3.B(1) are notified of the Staff Review Committee and Planning Board meetings. The applicant then supplies 12 copies of all application materials and one (1) electronic copy for Staff Review Committee distribution.
No less than seven (7) days prior to Review Authority meeting	The application shall be brought before the Staff Review Committee for comments and recommendation. Within five (5) days following the Staff Review Committee meeting, the applicant shall supply nine (9) copies of the revised plans and one (1) electronic version for distribution to Planning Board. If a Public Hearing is required, the first of two (2) required notices shall appear in a newspaper of general circulation no less than seven (7) days prior to the hearing.
No less than three (3) days prior to Review Authority meeting	The Director shall issue preliminary Findings of Fact based on Subsection <b>Error! Reference source not found.</b> and shall issue a draft set of conditions of approval, if any. This material shall be mailed, emailed, faxed or hand delivered to the Planning Board and the applicant.

The issues with this timeline include:

1. One (1) copy of an application must be submitted, reviewed for completeness, and then, if determined to be complete, 12 additional copies of the application must be submitted within the same day. Town staff may not always be able to review for completeness and send SRC and Planning Board notices in less than one (1) day.
2. The SRC meeting cannot be scheduled the day after the application submission deadline as notices would not be received in time and SRC members would have no time to review the application. Therefore, the SRC must be scheduled for the Wednesday that is eight (8) days after the submission deadline. Allowing the applicant five (5) days after the SRC meeting to make revisions means that an applicant would have up until the time of the Planning Board meeting to revise their plans. Staff would be unable to issue draft Findings of Fact or even review the revisions based on this timeline.

#### IV. PROPOSED TEXT AMENDMENTS

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New Text in <b><u>Bold Underline</u></b>
Deleted Text in <del>Strikethrough</del>

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##### 5.1.4. Determination of Completeness by Staff

- B. An application is complete when an application form and all plan requirements or waiver requests have been submitted to the Director. For Development Review applications, within ~~five (5)~~ **four (4)** working days of receiving an application, the Director, or designee, shall determine whether the application is complete. If the application is not complete, the Director shall notify the applicant in writing and request the additional information required. The applicant shall submit the additional information as soon as possible and the procedure in this paragraph shall be repeated until the application is complete.

##### 5.2.9. Development Review

## H. Common Development Plan

### (2) Designation Approval Process

- a. An application requesting a development to be designated as a Common Development Plan shall be submitted ~~21~~ **35** days prior to the Planning Board meeting and shall be accompanied by the materials set forth in Appendix D: Submission Requirements.

## I. Development Review Time Requirements

**--- TABLE 5.2.9.I IS REPLACED WITH ALL NEW TEXT ---**

Table 5.2.9.I: Development Review Time and Processing Requirements for Minor Development Review (Staff Review Committee (SRC)) and Standard Major Development Review (Planning Board)						
Month 1						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		<i>Project Day 0</i>  Submission Deadline for Minor or Major Development Review <sup>2</sup>	<i>Project Day 1</i>	<i>Project Day 2</i>	<i>Project Day 3</i>  Mail Agenda and Abutting Owner Notifications per Subsection 5.1.3.B(1)	<i>Project Day 4</i>
<i>Project Day 5</i>	<i>Project Day 6</i>  Staff Confirms Application is Complete	<i>Project Day 7</i>	<i>Project Day 8</i>  Deadline for Applicant to Supply Copies for SRC: 12:00 PM <sup>3</sup>  SRC Packet Distribution Deadline: 4:30 PM	<i>Project Day 9</i>	<i>Project Day 10</i>  If Minor Development Review, Director shall provide draft Findings of Fact to SRC.	<i>Project Day 11</i>
<i>Project Day 12</i>	<i>Project Day 13</i>	<i>Project Day 14</i>	<b><i>Project Day 15</i></b>  SRC Meeting: 10:00 AM	<i>Project Day 16</i>	<i>Project Day 17</i>	<i>Project Day 18</i>
<i>Project Day 19</i>	<i>Project Day 20</i>	<i>Project Day 21</i>	<i>Project Day 22</i>  If Minor Development Review, the SRC shall provide its written-decision and Findings of Fact to the applicant.	<i>Project Day 23</i>	<i>Project Day 24</i>  Application Revision Submission Deadline: 3:00 PM <sup>4</sup>	<i>Project Day 25</i>

<i>Project Day 26</i>	<i>Project Day 27</i>  If Public Hearing Required, Deadline for First Notice in Newspaper: 12:00 PM	<ol style="list-style-type: none"> <li>1. The Review Authority shall consider an application no more than 30 days after application is deemed complete by staff unless postponement is requested or agreed to by applicant.</li> <li>2. One (1) copy of application required.</li> <li>3. Once notified of completeness, the applicant is to provide twelve (12) copies of all application materials and one (1) electronic copy for SRC distribution. If not received by deadline, immediately mail notice of cancellation to abutting owners.</li> <li>4. The applicant shall supply nine (9) copies of the revised plans and one (1) electronic version for Planning Board Distribution.</li> </ol>				
<b>Month 2</b>						
<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
		<i>Project Day 28</i>	<i>Project Day 29</i>	<i>Project Day 30</i>  Agenda and Packet (Including Draft Findings of Fact) Posted to Website and Delivered to Planning Board: 6:00 PM	<i>Project Day 31</i>  If Public Hearing Required, Deadline for Second Notice in Newspaper: 12:00 PM	<i>Project Day 32</i>
<i>Project Day 33</i>	<i>Project Day 34</i>	<b>Project Day 35</b>  Planning Board Meeting: 7:00 PM <sup>5</sup>	<ol style="list-style-type: none"> <li>5. The Planning Board shall transmit its written decisions and Findings of Fact to the applicant no more than 30 days after decision if Public Hearing held, or no more than 60 days if no public hearing is held.</li> </ol>			

--- continued next page ---

**--- TABLE 5.2.9.J IS ALL NEW TEXT ---**

<b>Table 5.2.9.J: Development Review Time and Processing Requirements for Streamlined Major Development Review Time and Processing Requirements</b>						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		<i>Project Day 0</i>  Deadline for Applicant to Meet with Department staff to Discuss Application	<i>Project Day 1</i>	<i>Project Day 2</i>	<i>Project Day 3</i>	<i>Project Day 4</i>
<i>Project Day 5</i>	<i>Project Day 6</i>	<i>Project Day 7</i>  Submission Deadline for Streamlined Major Development Review <sup>1</sup>  Staff Confirms Application is Complete <sup>2</sup>	<i>Project Day 8</i>  Mail SRC and Planning Board Owner Notifications per Subsection 5.1.3.B(1)	<i>Project Day 9</i>	<i>Project Day 10</i>  SRC Packet Distribution Deadline	<i>Project Day 11</i>
<i>Project Day 12</i>	<i>Project Day 13</i>  If Public Hearing Required, Deadline for First Notice in Newspaper: 12:00 PM	<i>Project Day 14</i>	<b><i>Project Day 15</i></b>  SRC Meeting: 10:00 AM <sup>3</sup>	<i>Project Day 16</i>  Agenda and Packet (Including Draft Findings of Fact) Posted to Website and Delivered to Planning Board: 6:00 PM	<i>Project Day 17</i>  If Public Hearing Required, Deadline for Second Notice in Newspaper: 12:00 PM	<i>Project Day 18</i>
<i>Project Day 19</i>	<i>Project Day 20</i>	<b><i>Project Day 21</i></b>  Planning Board Meeting: 7:00 PM <sup>4</sup>				
<ol style="list-style-type: none"> <li>1. One (1) copy of application required.</li> <li>2. If application is determined to be complete, the applicant is to provide eighteen (18) copies of all application materials and one (1) electronic copy for SRC and Planning Board distribution. If application is determined to be incomplete the streamlined process shall be terminated, and the application shall revert to the Major Development Review process.</li> <li>3. If the SRC requires revisions to the application materials, the streamlined process shall be terminated, and owner notifications of a new Planning Board meeting date shall be sent, as necessary.</li> <li>4. The Planning Board shall transmit its written decisions and Findings of Fact to the applicant no more than 30 days after decision if Public Hearing held, or no more than 60 days if no public hearing is held.</li> </ol>						

## K. Town Processing of Development Review Applications

### (2) Determination by Staff of Completeness of Application

Within ~~five (5)~~ **four (4)** working days of receiving a Major or Minor Development Review application ~~or within three (3) working days of receiving a Minor Development Review application~~, the Director shall make a determination\* **recommendation to the Planning Board** whether the application is complete in accordance with Subsection 5.1.4. If the application is for a Streamlined Major Development Review and the application is incomplete, the streamlined review process is terminated and the application is treated as an application for Major Development Review. If an item is missing from the application and no applicable waiver request has been submitted, the Director shall notify the applicant in writing that the application is considered incomplete and request the additional required information. The applicant shall submit the additional information and the procedure in this paragraph shall be repeated until the application is complete.

*\* Leave the term determination in the first sentence if the Planning Board elects to defer Review Authority of application completeness to Town staff or the SRC. If the Planning Board chooses to allow staff or the SRC the ability to determine completeness to the point of legally vesting they should make a recommendation for the preferred entity, Director or SRC, to determine completeness and Section 5.2.9.P.(6) will need to be amended as follows:*

## P. Post Approval Provisions

### (6) Vesting

b. Development approvals shall be fully vested from the date the application is determined to be complete by the **Director / Staff Review Committee** ~~Review Authority~~ until the expiration of such approval. After such expiration, the applicant shall have no rights to develop according to the expired Final Plan and shall be subject to any adopted amendments to this Ordinance. **Once fully vested, the Planning Board may still require additional studies as contained in Appendix D: Summary of Development Application Requirements.**

## V. ACTION REQUESTED

Pursuant to Section 5.2.11 – Ordinance Text or Map Amendment of the Zoning Ordinance:

C. *The Planning Board shall prepare a written recommendation to the Town Council. In making its recommendation, the Board shall review whether the requested amendment is compatible with the Planning Area (as listed in Appendix A) in which the zoning district is located and Brunswick 2008 Comprehensive Plan, as amended. The written recommendation shall include draft zoning language and/or draft zoning map change.*

**From:** [Collins, Kristin M.](#)  
**To:** [Matt Panfil](#)  
**Cc:** [Jared Woolston](#)  
**Subject:** RE: Determination of Completeness  
**Date:** Friday, September 4, 2020 11:56:21 AM

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Hi, Matt. There is completeness for the purpose of vesting, and there is completeness for the purpose of delineating when substantive review may start. I have seen ordinances that give a staff review committee the ability to make a preliminary completeness determination and say that for the purposes of any further amendments to the ordinance, that date shall count as the vested rights date. There's no real harm in doing that because I think after a certain amount of staff review the developer has a decent claim that they're protected against ordinance changes. However, you would want to make sure the ordinance is still clear that the PB has the right to request additional documentation before proceeding with findings.

**Kristin M. Collins**  
Attorney  
**PretiFlaherty**

---

**From:** Matt Panfil <mpanfil@brunswickme.org>  
**Sent:** Friday, September 4, 2020 9:22 AM  
**To:** Collins, Kristin M. <KCollins@preti.com>  
**Cc:** Jared Woolston <jwoolston@brunswickme.org>  
**Subject:** Determination of Completeness

**Note: \*\*\* This email originated from outside of Preti. Please do not click on any links or open attachments unless you can verify the sender and content.\*\*\***

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Kristin:

We are working on a zoning ordinance text amendment to allow for a 5-week development review timeline rather than the existing 3-week timeline. Chair Frizzle suggested that we see if there is any possible way that the zoning ordinance can be amended to require staff to make a final determination of completeness to satisfy legal vesting requirements early in the review process rather than having the Planning Board determine completeness toward the end of the review process. This made me initially uncomfortable primarily because it would seem to take away the Planning Board's right to request additional studies, plans, etc. I believe this was even brought up during ZORC and you recommended against it, but I promised I would ask. Thoughts?

Thank you,

Matt Panfil, AICP CUD, LEED AP BD+C  
Director of Planning and Development  
Town of Brunswick  
85 Union Street  
Brunswick, ME 04011

p. (207) 725-6660, ext. 4020  
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[mpanfil@brunswickme.org](mailto:mpanfil@brunswickme.org)  
[www.brunswickme.org](http://www.brunswickme.org)

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September 4, 2020

3230.06-7

Mr. Jared Woolston, Planner  
Town of Brunswick  
85 Union Street  
Brunswick, Maine 04011

**RE: Major Development Review  
Final Subdivision Amendment Application, Supplemental Information  
BRUNSWICK LANDING VILLAGE, PHASE II  
LOTS 1 & 8 – BRUNSWICK LANDING HOUSING SUBDIVISION  
BRUNSWICK, MAINE  
Tax Map 40, Lots 131 & 138**

Dear Jared:

This letter provides additional information about the application for the Brunswick Landing Village, Phase II subdivision based on comments from the Town of Brunswick staff and members of the public at the Staff Review Committee meeting.

As presented with at the last Planning Board meeting, the area where the lots are proposed has been envisioned to be developed as moderate density housing (up to 8 units per acre) since the zoning was first established after the closure of the former naval air station. The dimensional requirements have changed from a minimum lot size of 4,000 s.f. to no minimum lot size with a minimum lot width of 40 feet. As designed, the lots have a minimum lot area of approximately 1/8 acres and each has a frontage (width) of 60 feet or greater. The lots meet or exceed the minimum dimensional standards of the zone.

The developer has considered the input from the residents to increase the lot sizes and has determined to keep the layout as proposed. This is based on a few considerations, including the zoning, BNAS Reuse Master Plan, infrastructure costs, and the number of units in the previously approved condominiums. As mentioned at the previous meeting, the layout represents several iterations of lot layouts and was chosen as the one that balances the density and dimensional standard with the market interest in housing.

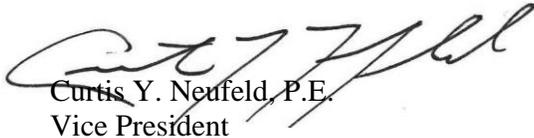
The developer has also considered the comments regarding the size of the houses on the proposed lots and has provided additional models that are available for buyers to consider. The houses available have widths from 28 feet to 55 feet and footprints from as low as 700 s.f. to 2,112 s.f. The additional floor plans are enclosed for your information. The general dimensions are presented in the following table. The selection of homes will be determined as buyers come forward and are not a performance standard.

**SITELINES • CIVIL ENGINEERS • LAND SURVEYORS**  
**119 Purinton Road, Suite A, Brunswick Landing, Brunswick, ME 04011**  
**207-725-1200 • [www.sitelinespa.com](http://www.sitelinespa.com)**

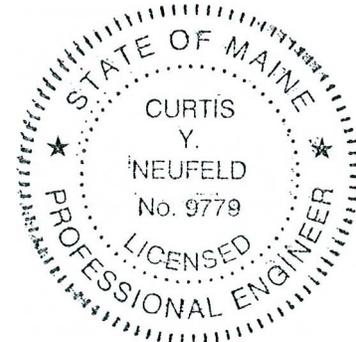
Model	Width	Depth	Footprint
Ari	53	27	1431
David	50	38	1900
Holly	29	25	725
Jackman	55	32	1760
Jasper	40	48	1920
Linwood	28	25	700
Maxwell	44	48	2112
Nancy	24	30	720
Shannon	28	46	1288
Suzie	21	38	798
Tami	30	36	1080
Terri	44	30	1320
Average	37	35	1313

We look forward to presenting the project to the Planning Board at their September 10, 2020 meeting for review and approval. Should you have any questions, please call or contact me at [cneufeld@sitelinespa.com](mailto:cneufeld@sitelinespa.com).

Very truly yours,



Curtis Y. Neufeld, P.E.  
Vice President



Enclosures

cc: Drew Preston, Brunswick Landing Condominiums,  
Loni Graiver, Graiver Homes, Inc.



**The Ari (1644 Sq ft) - Front**



**The Ari – Rear**



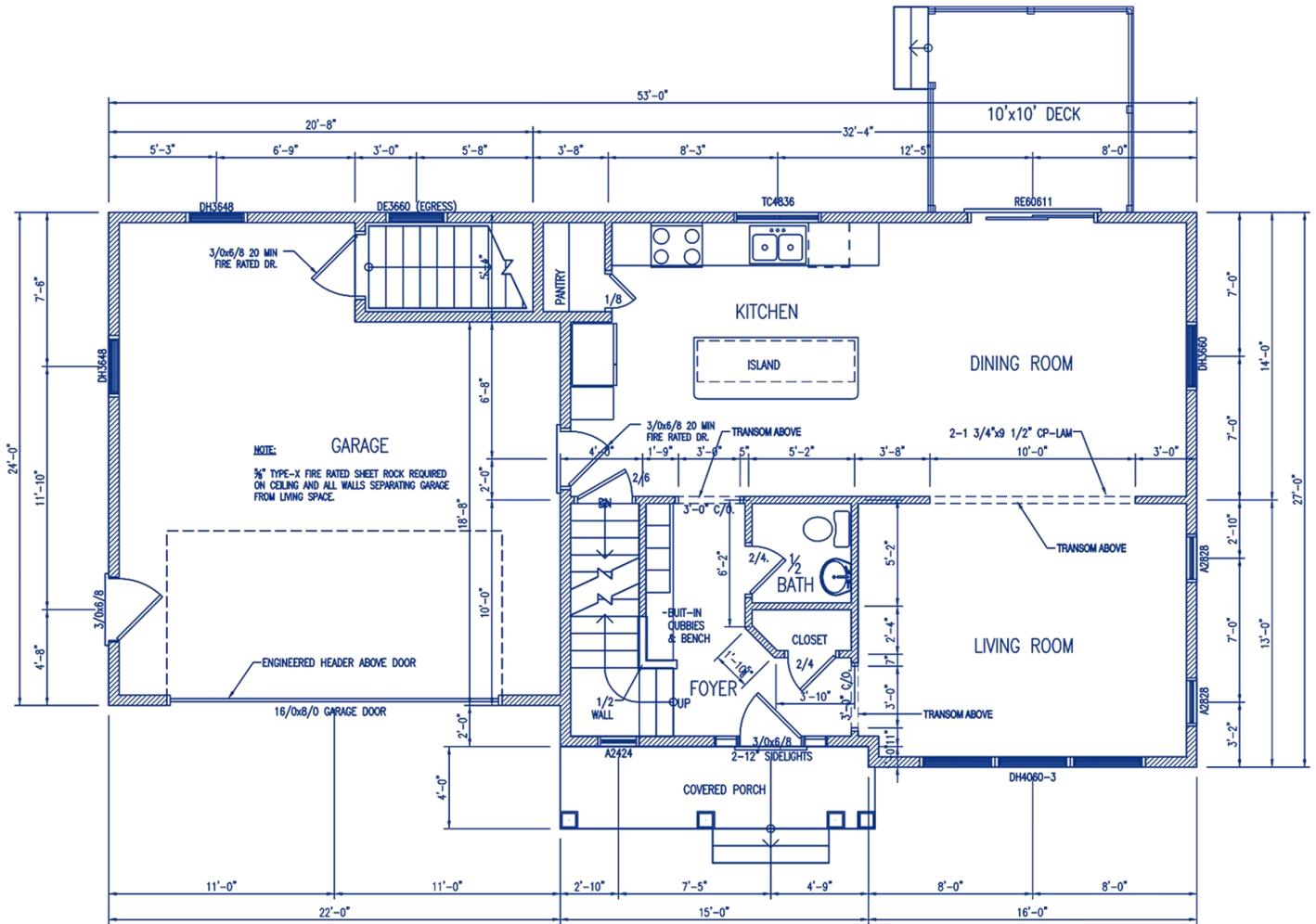
**The Ari – Left**



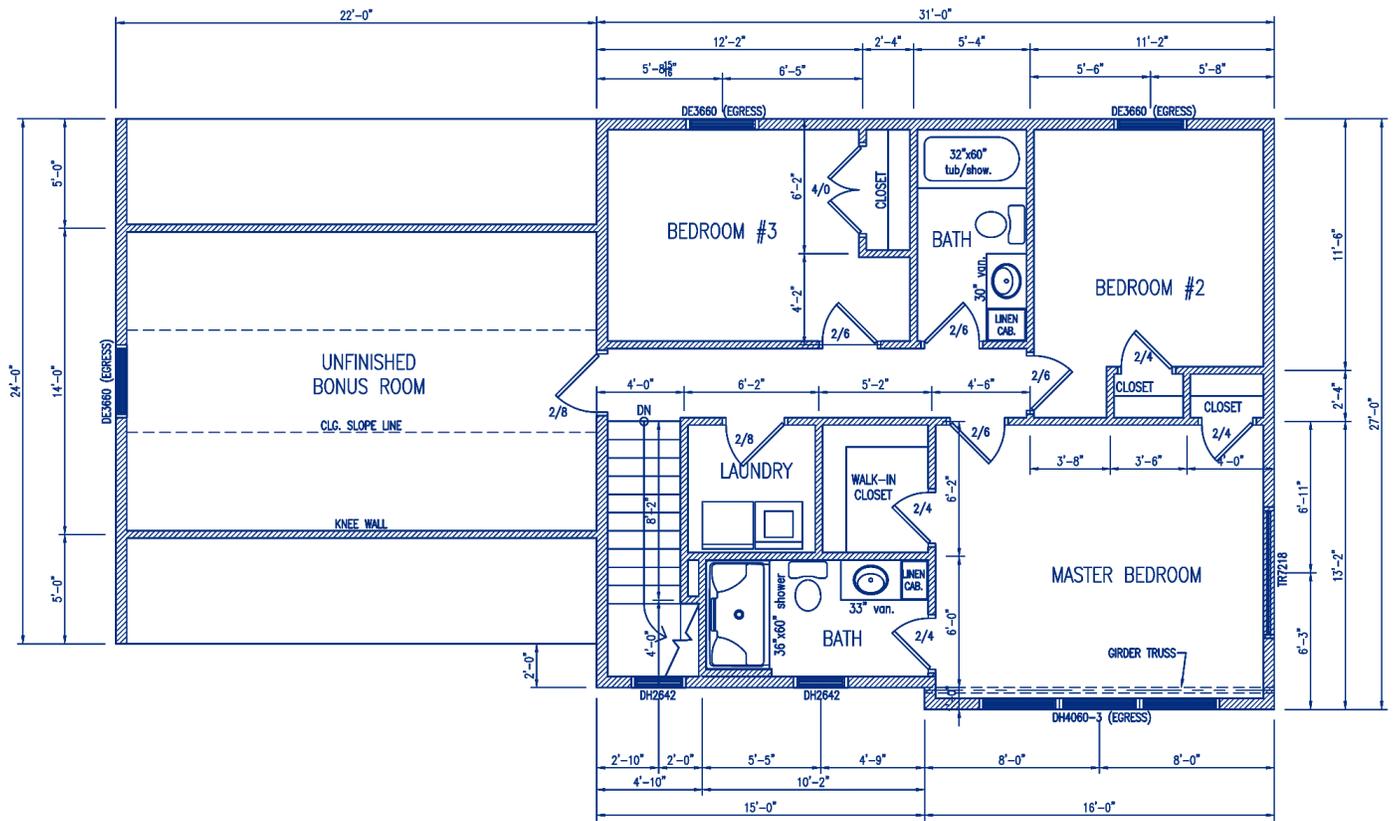
**The Ari – Right**



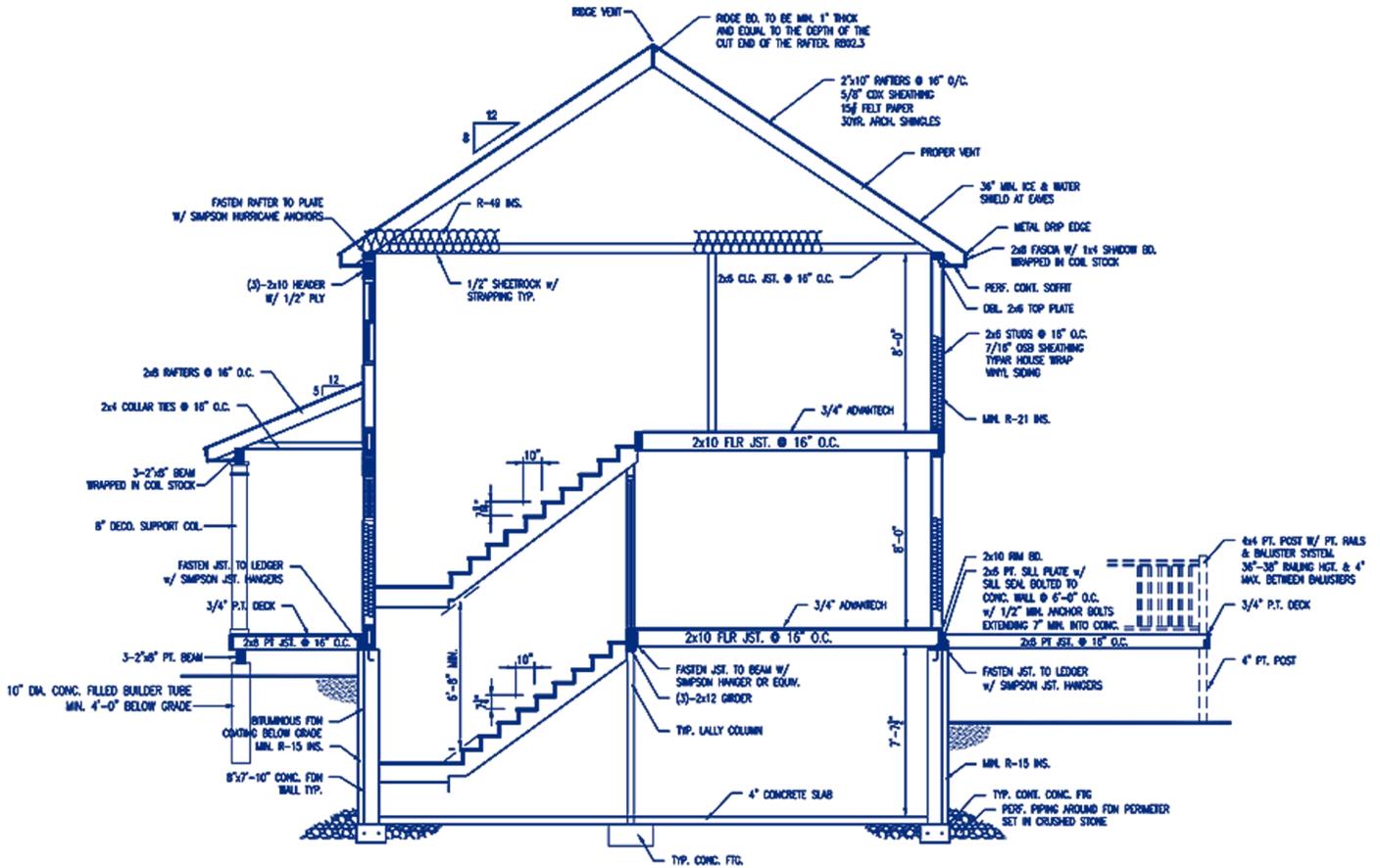
The Ari – First Floor Plan



The Ari – Second Floor Plan



The Ari – Cross-Section



**David (1848 Sq ft) – Front**



**David - Rear**



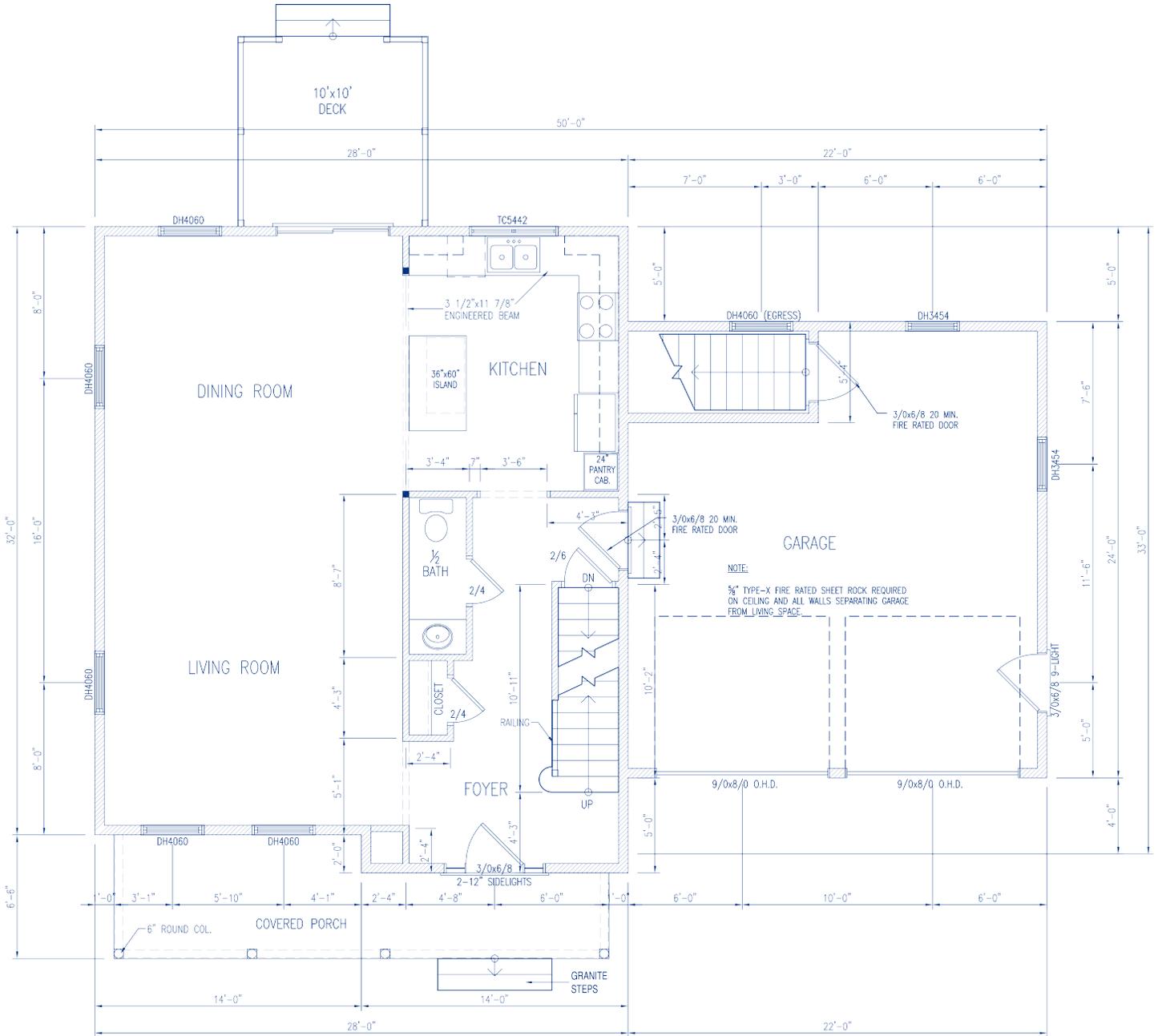
**David – Left**



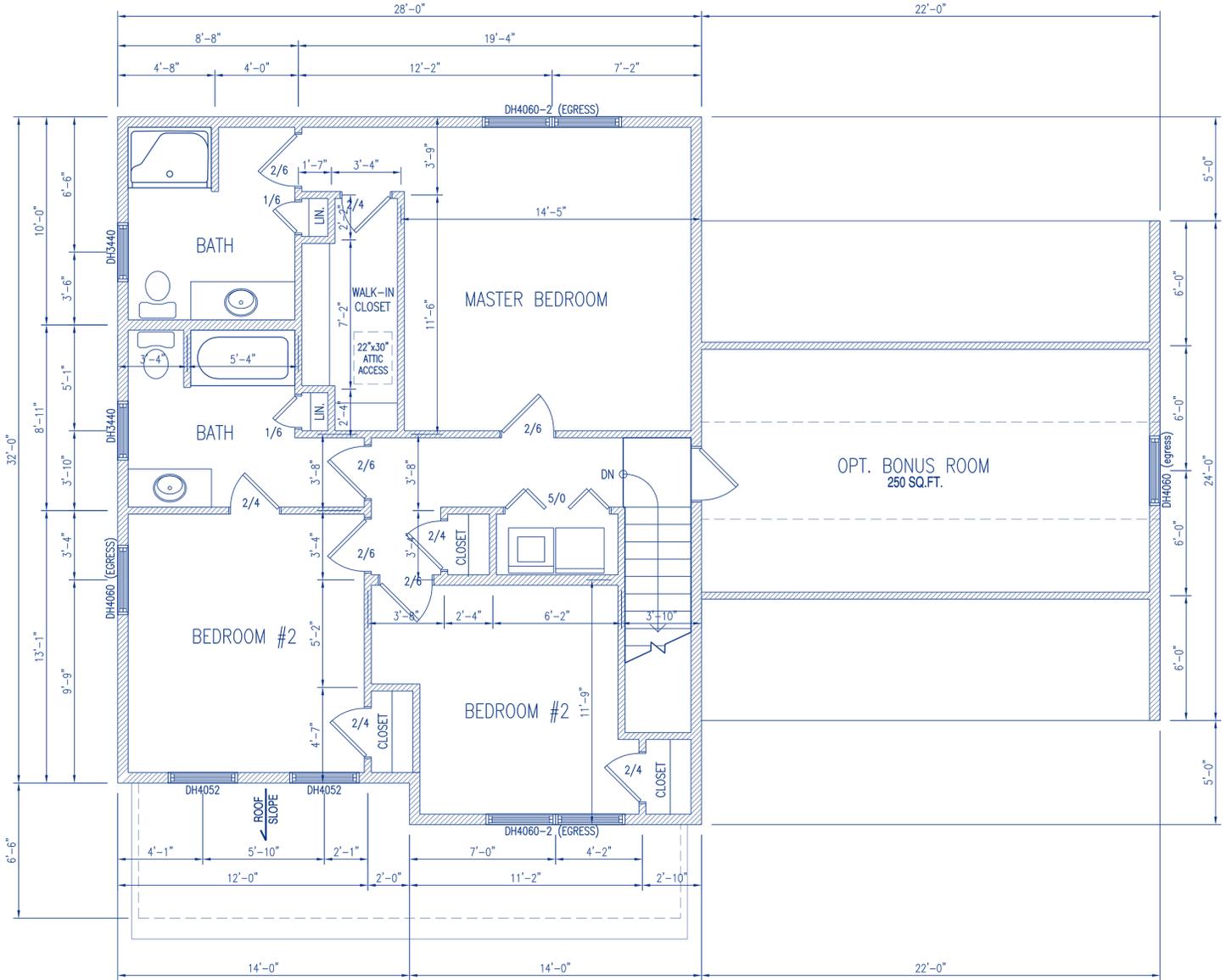
David – Right



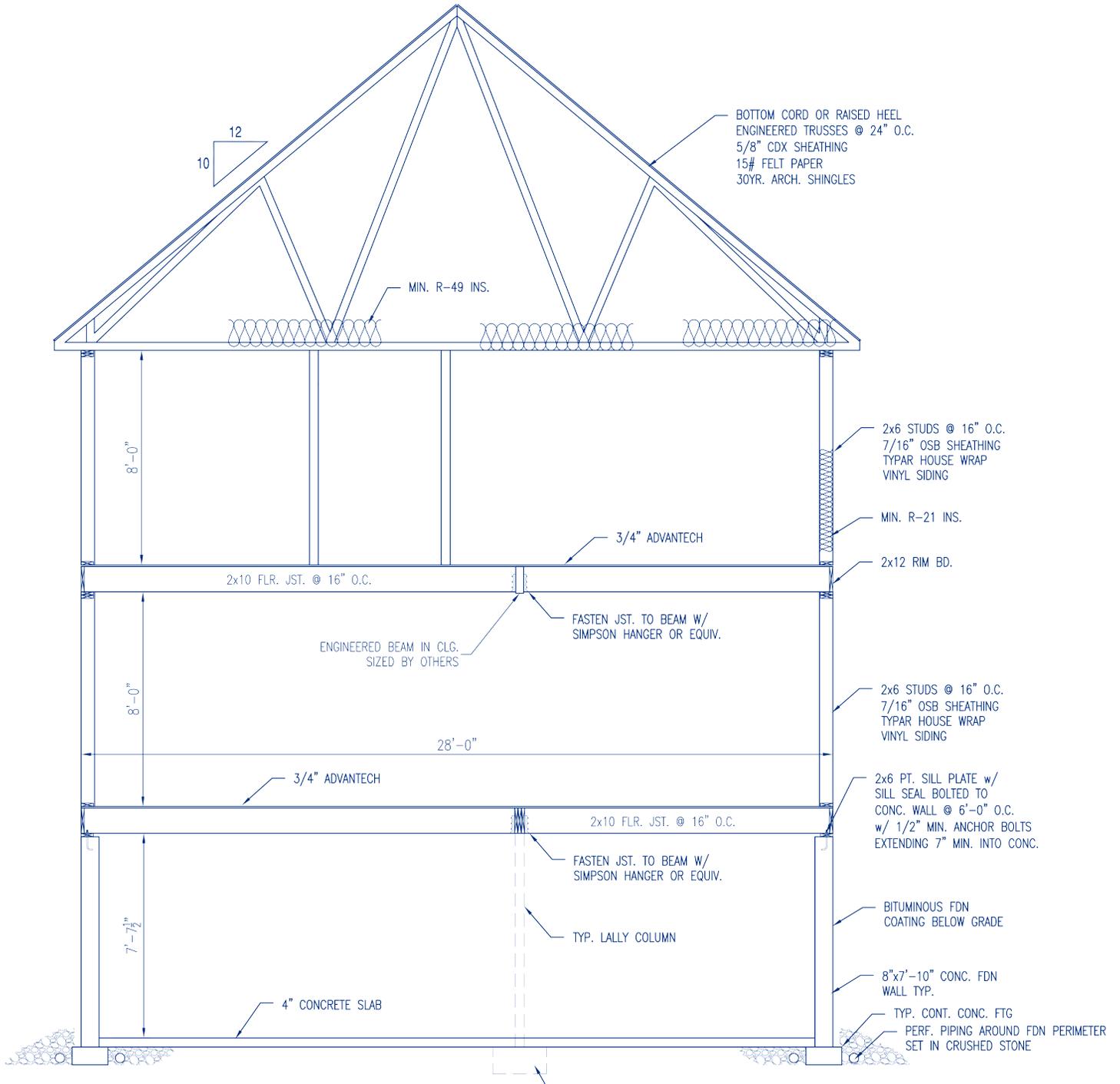
David – First Floor Plan



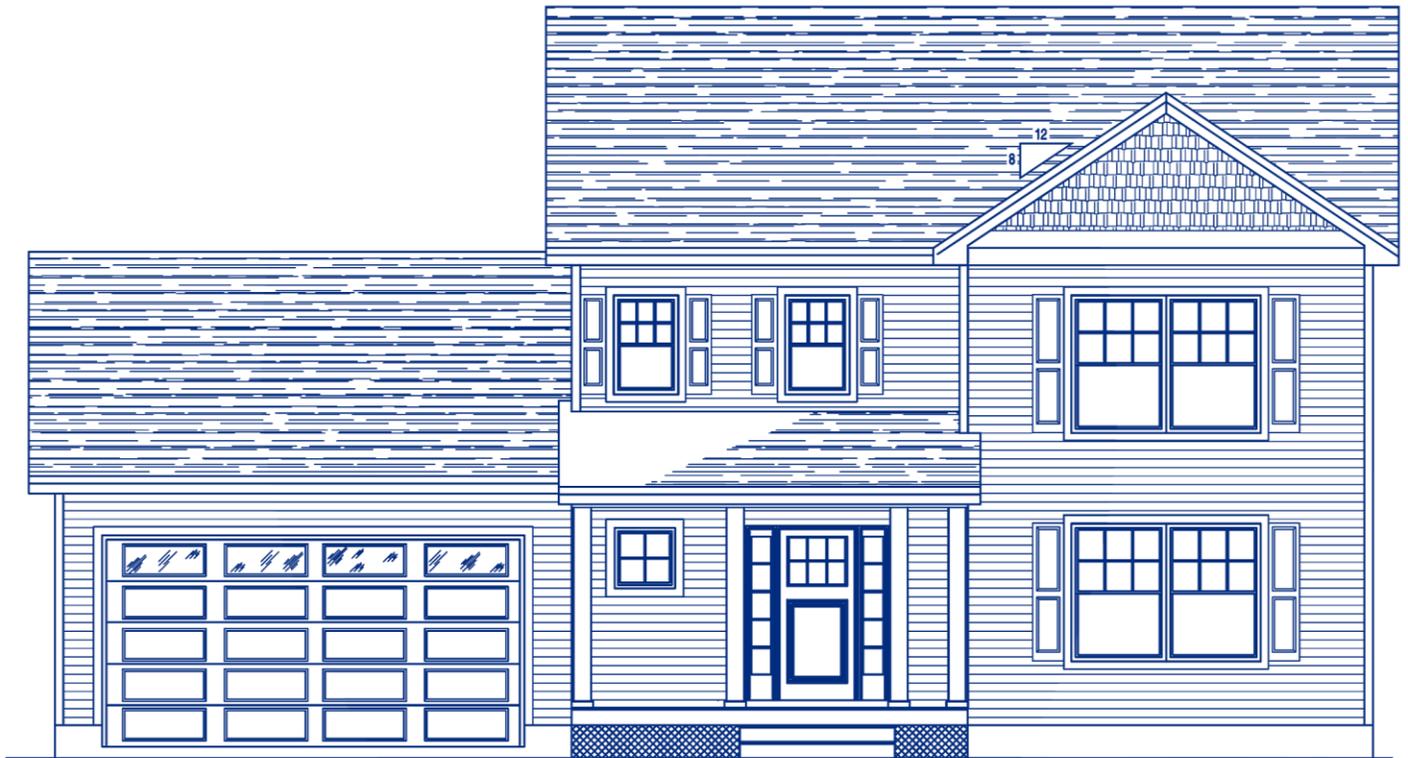
David – Second Floor Plan



David-Cross Section



**Holly (1422 Sq ft) – Front**



**Holly – Rear**



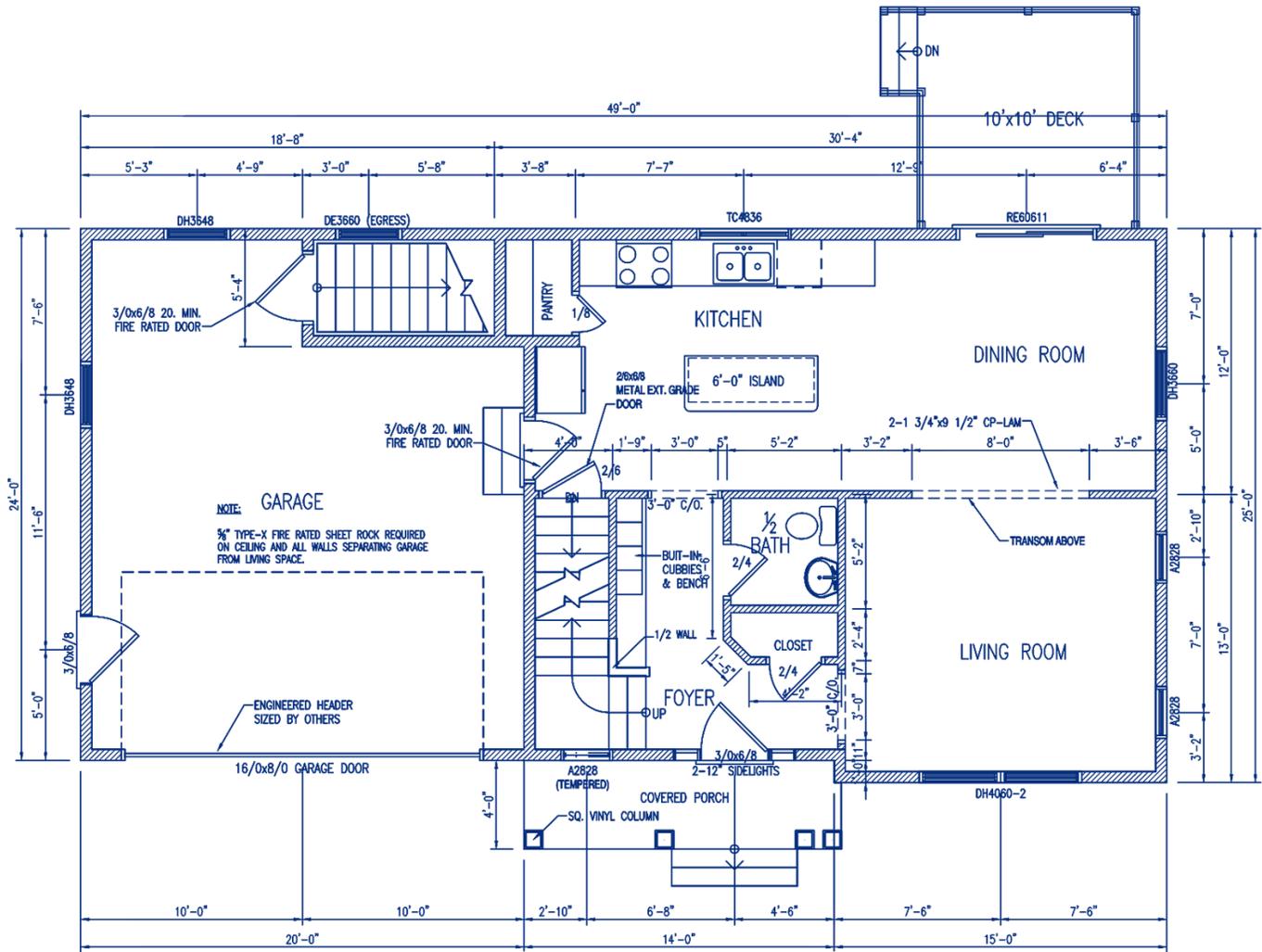
Holly – Left



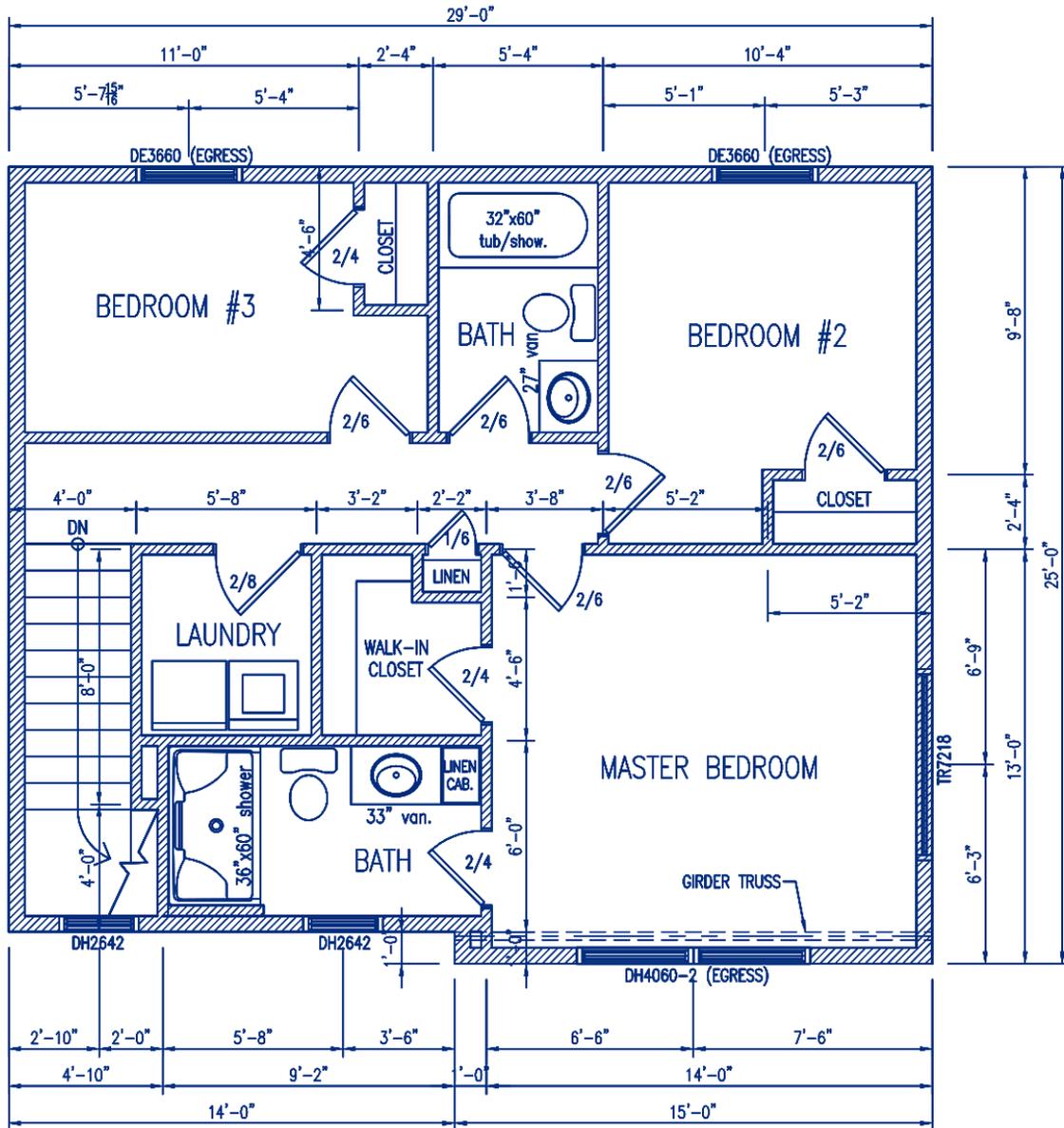
Holly – Right



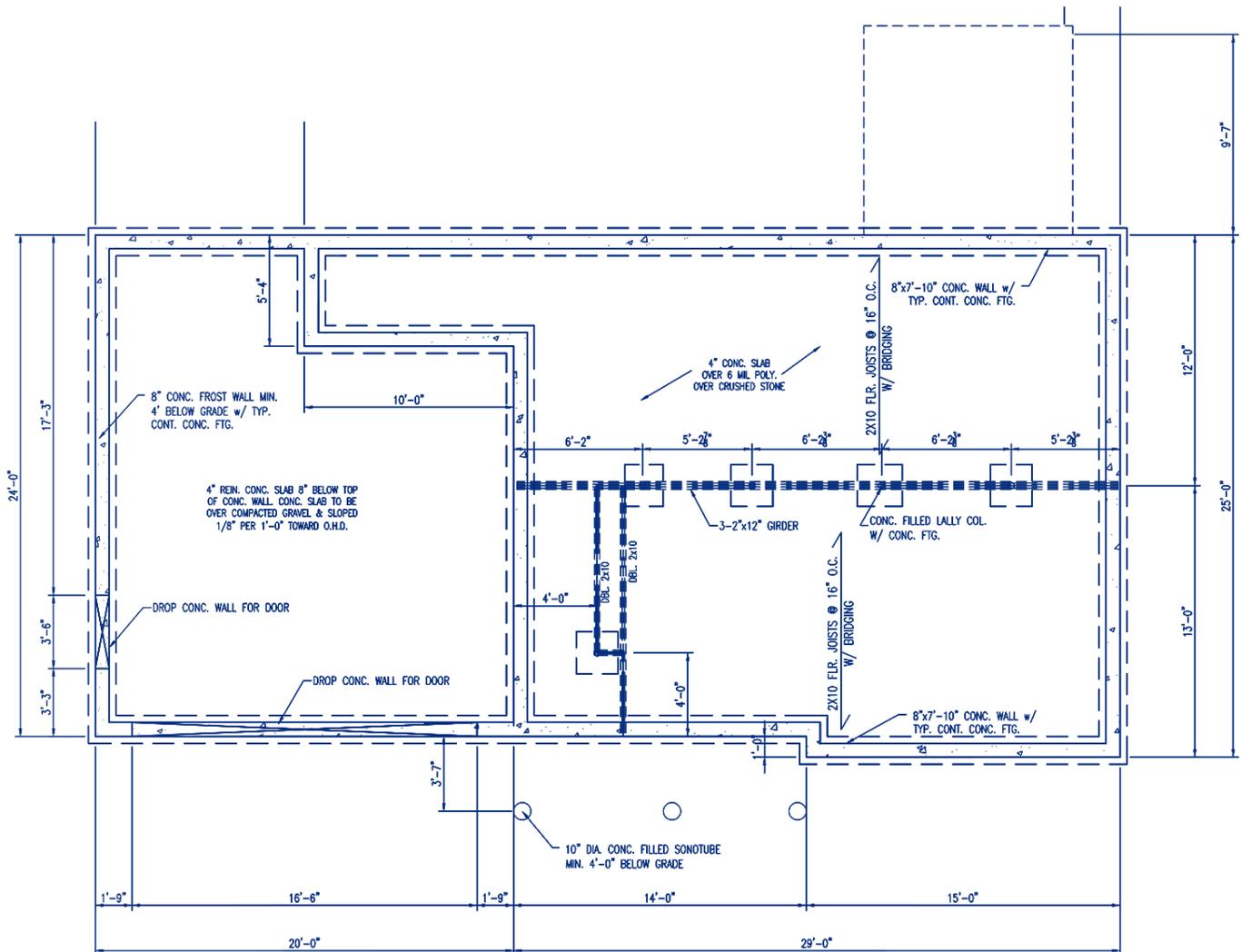
Holly – First Floor Plan



Holly – Second Floor Plan



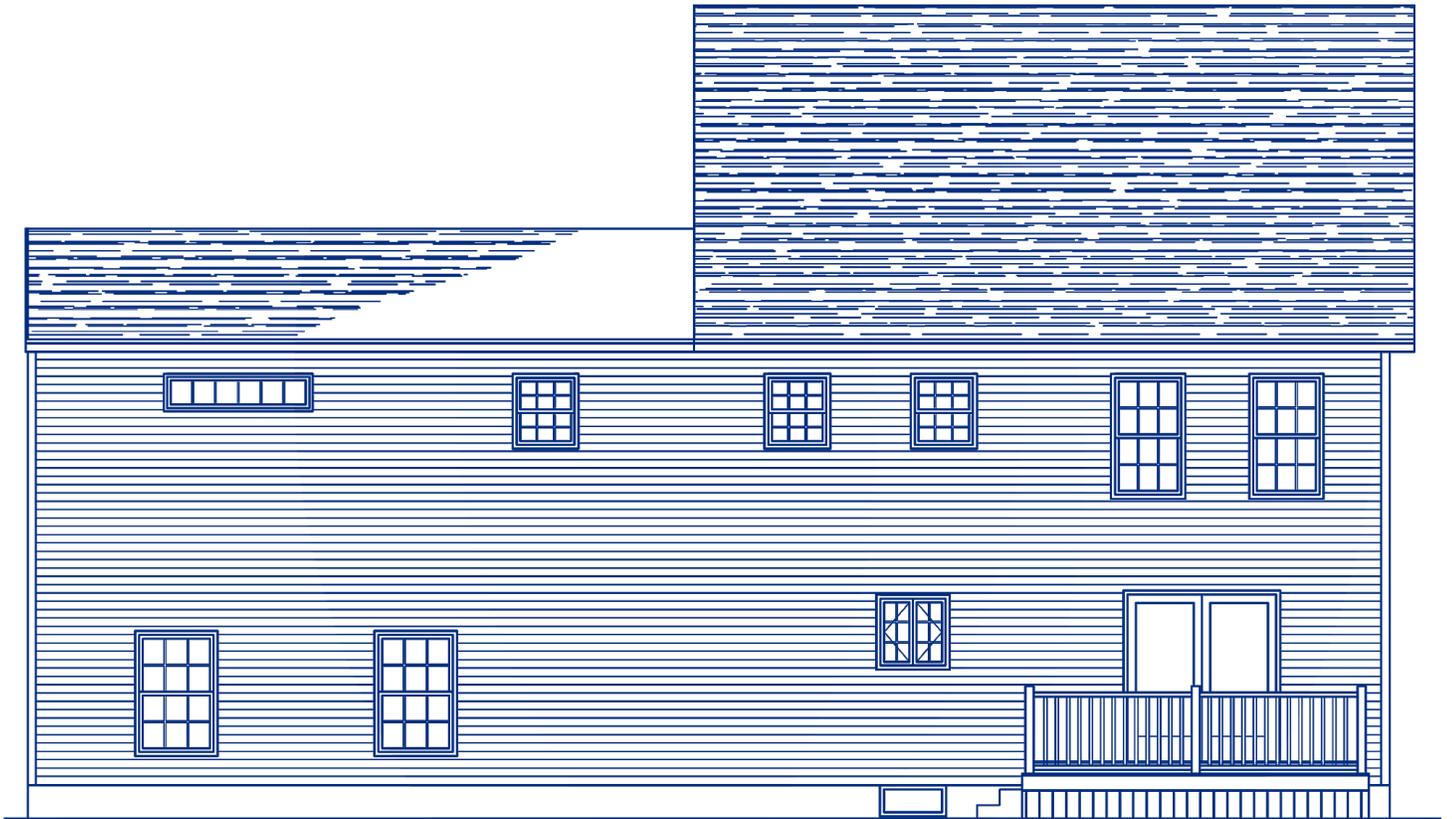
Holly – First Floor Plan



**Jackman (2376 Sq ft) – Front**



**Jackman – Rear**



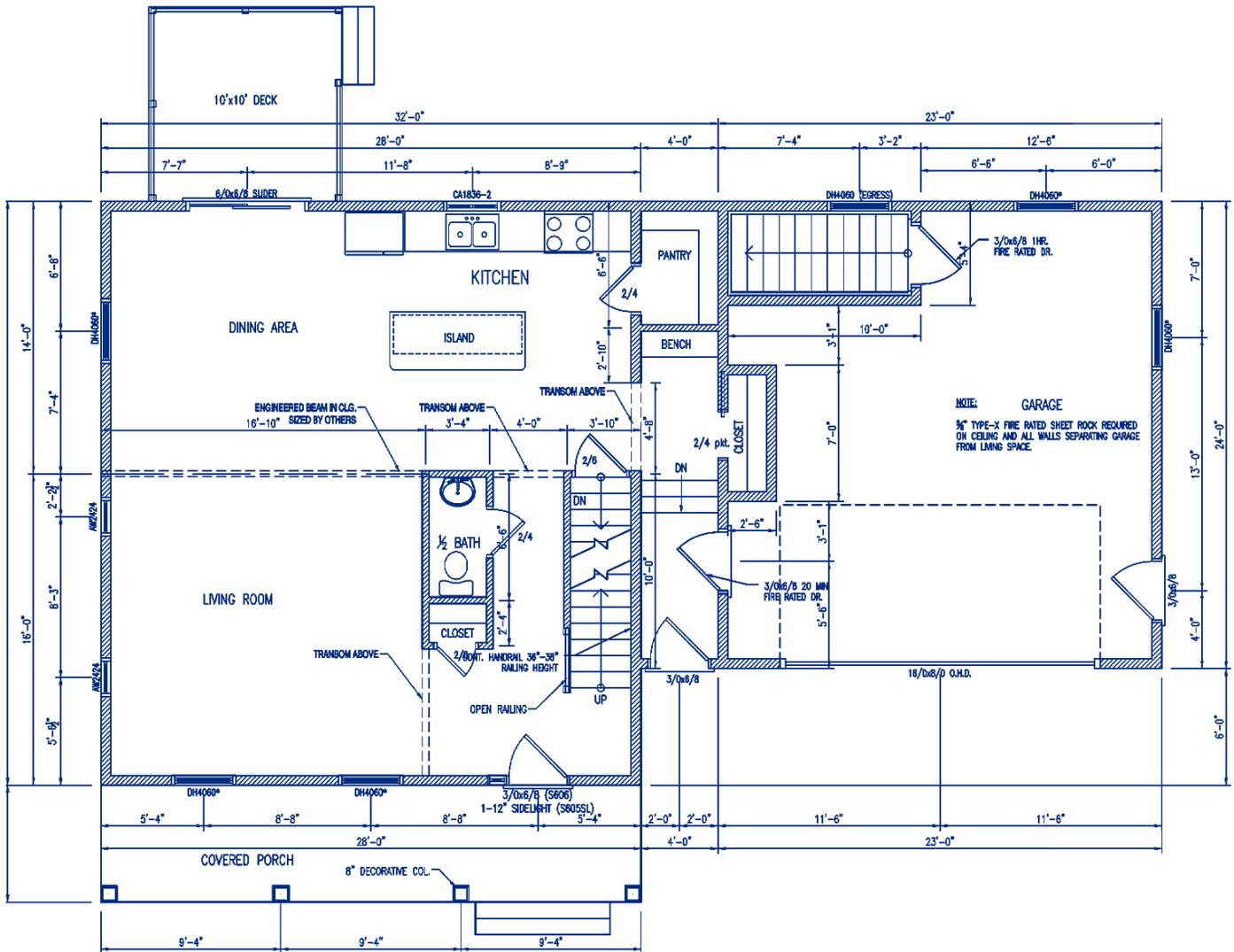
Jackman – Left



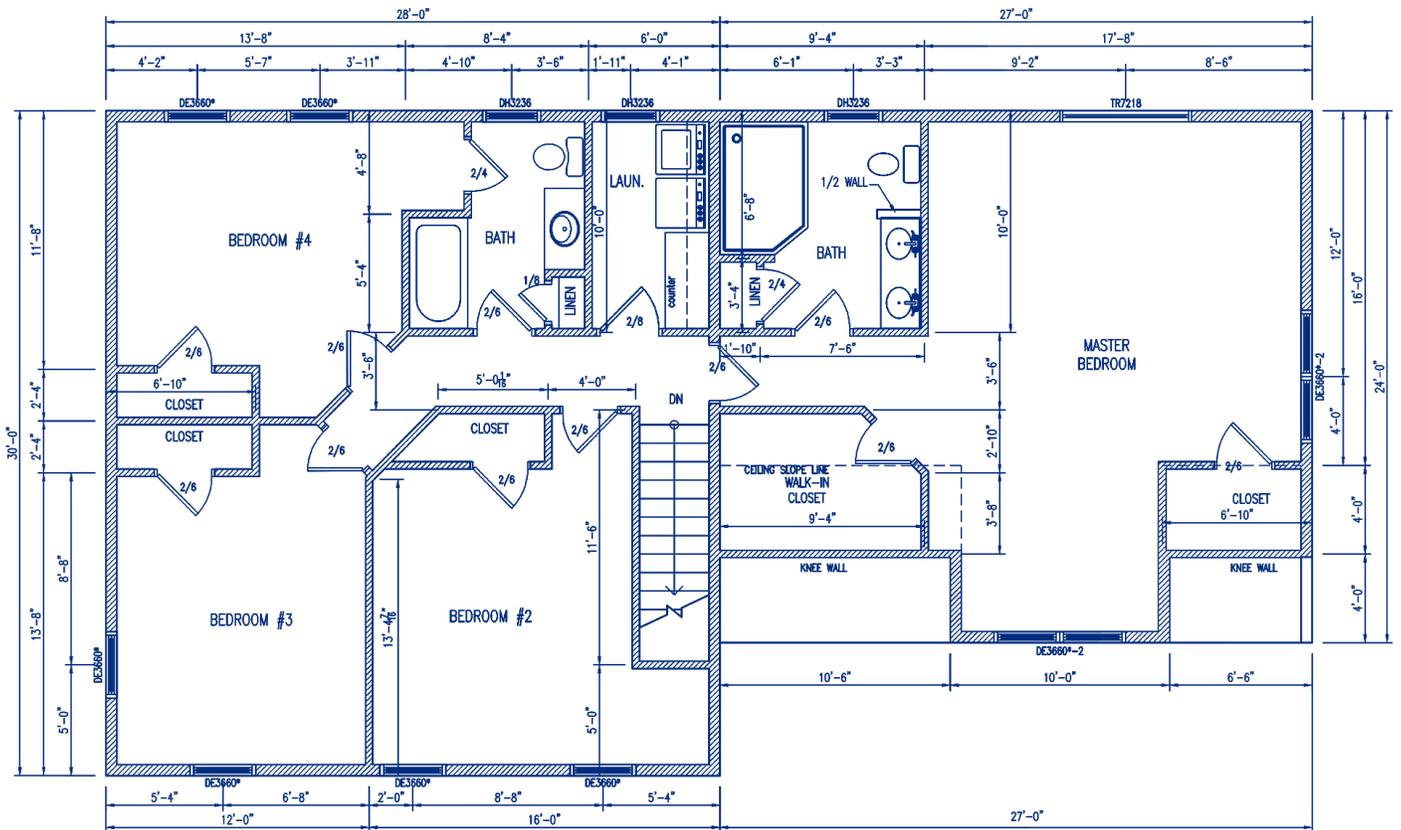
**Jackman – Right**



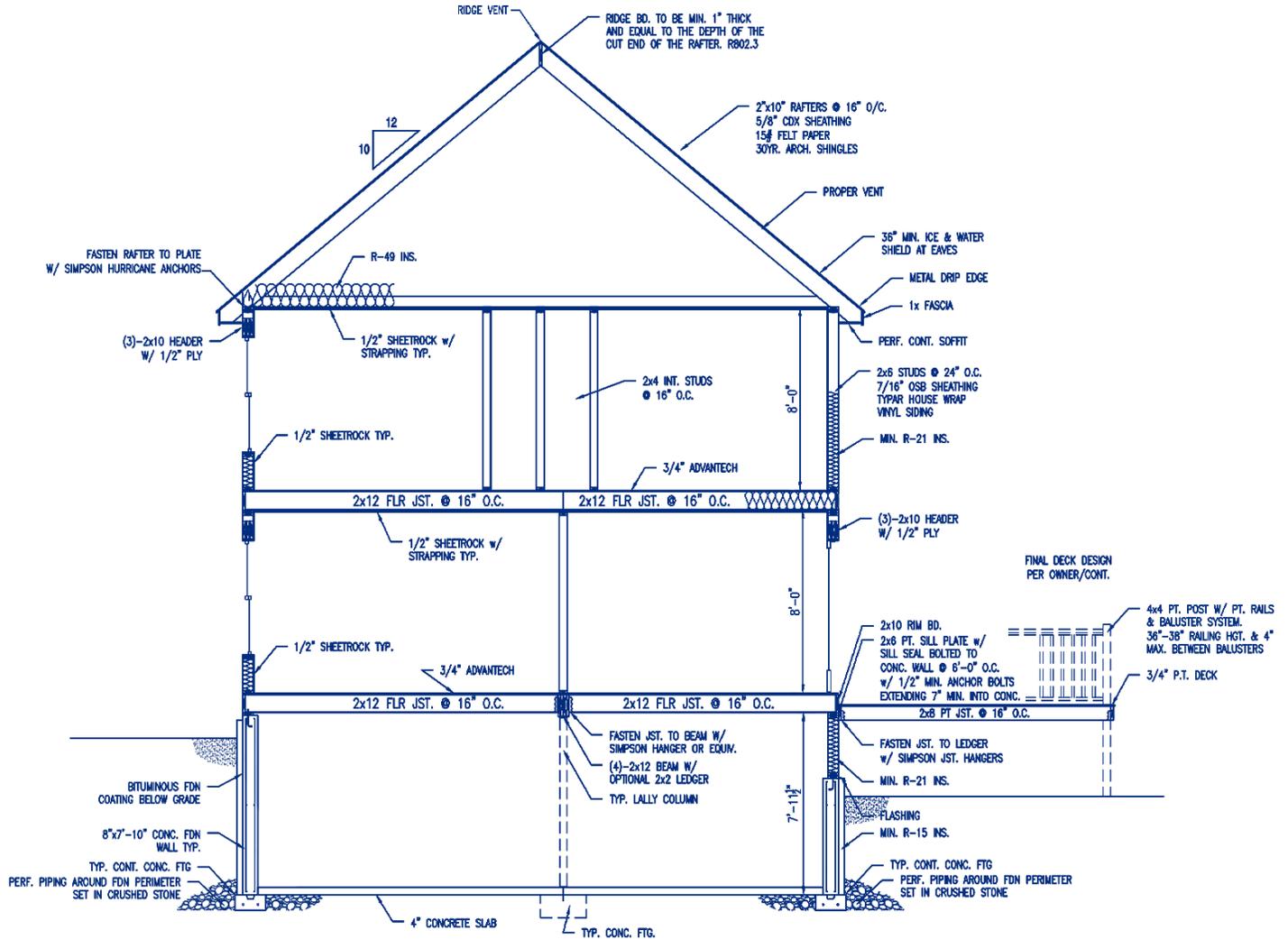
Jackman – First Floor Plan



Jackman – Second Floor Plan



## Jackman – Cross Section



Jasper (2263 Sq ft) – Front



Jasper – Rear



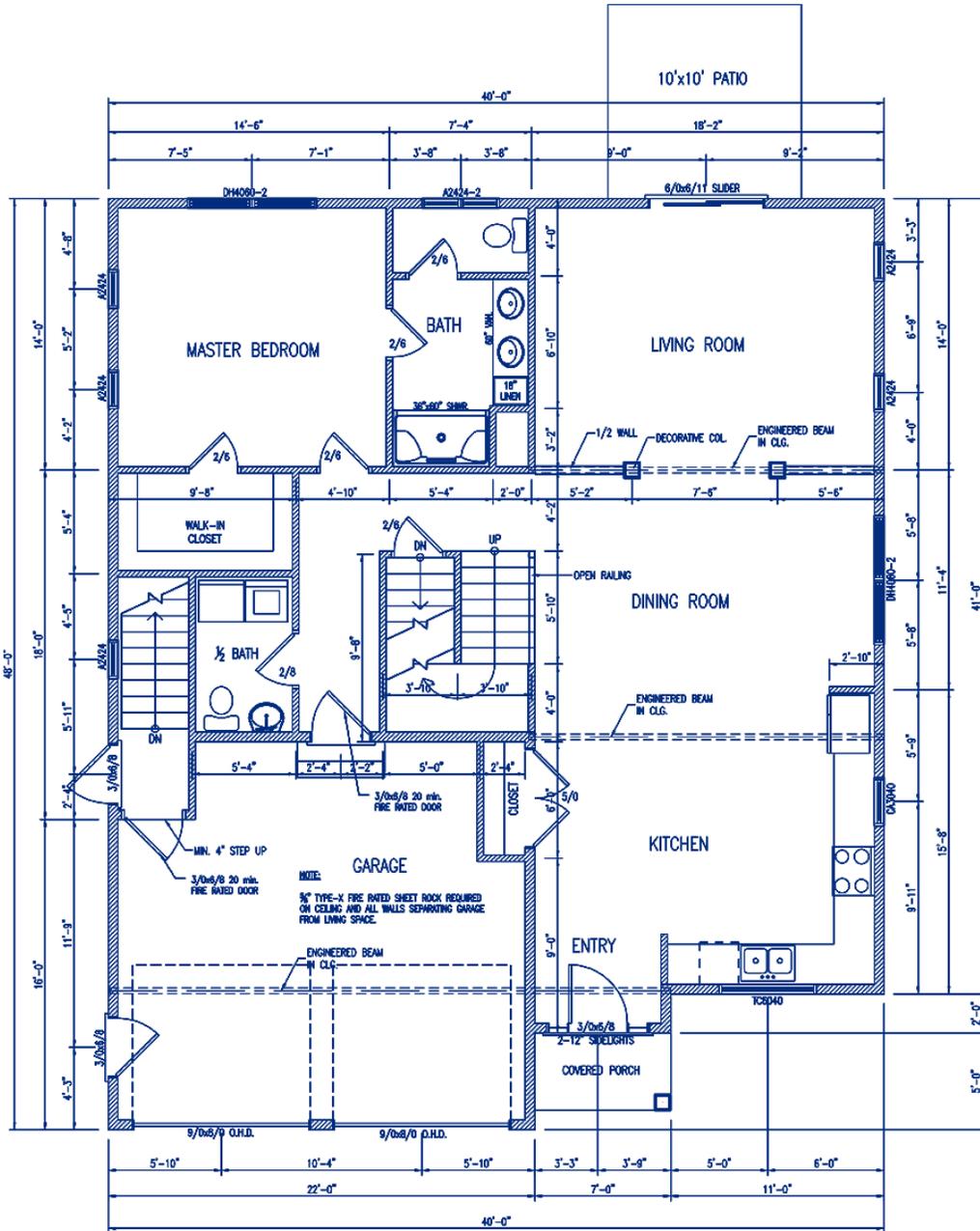
Jasper – Left



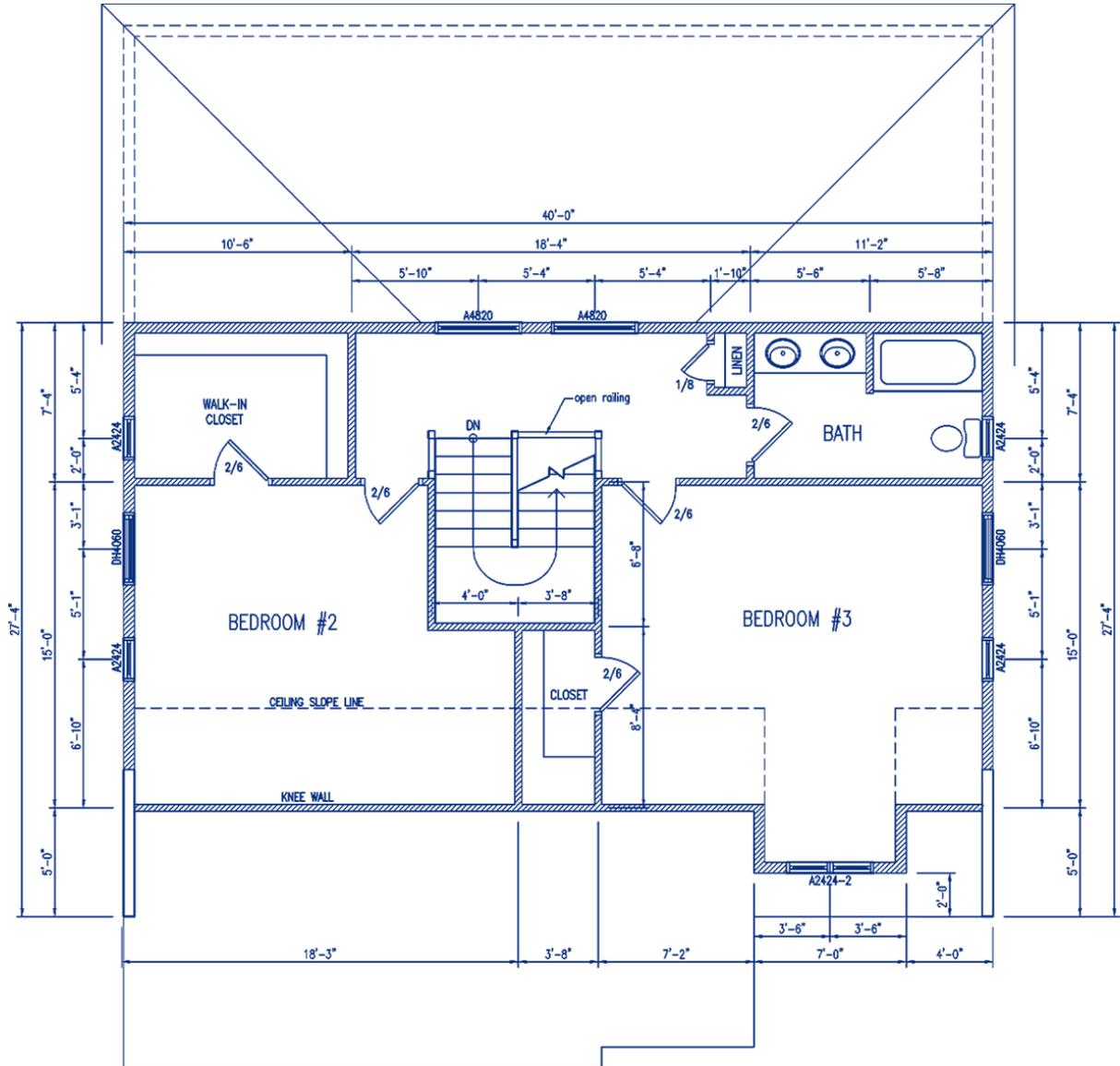
Jasper – Right



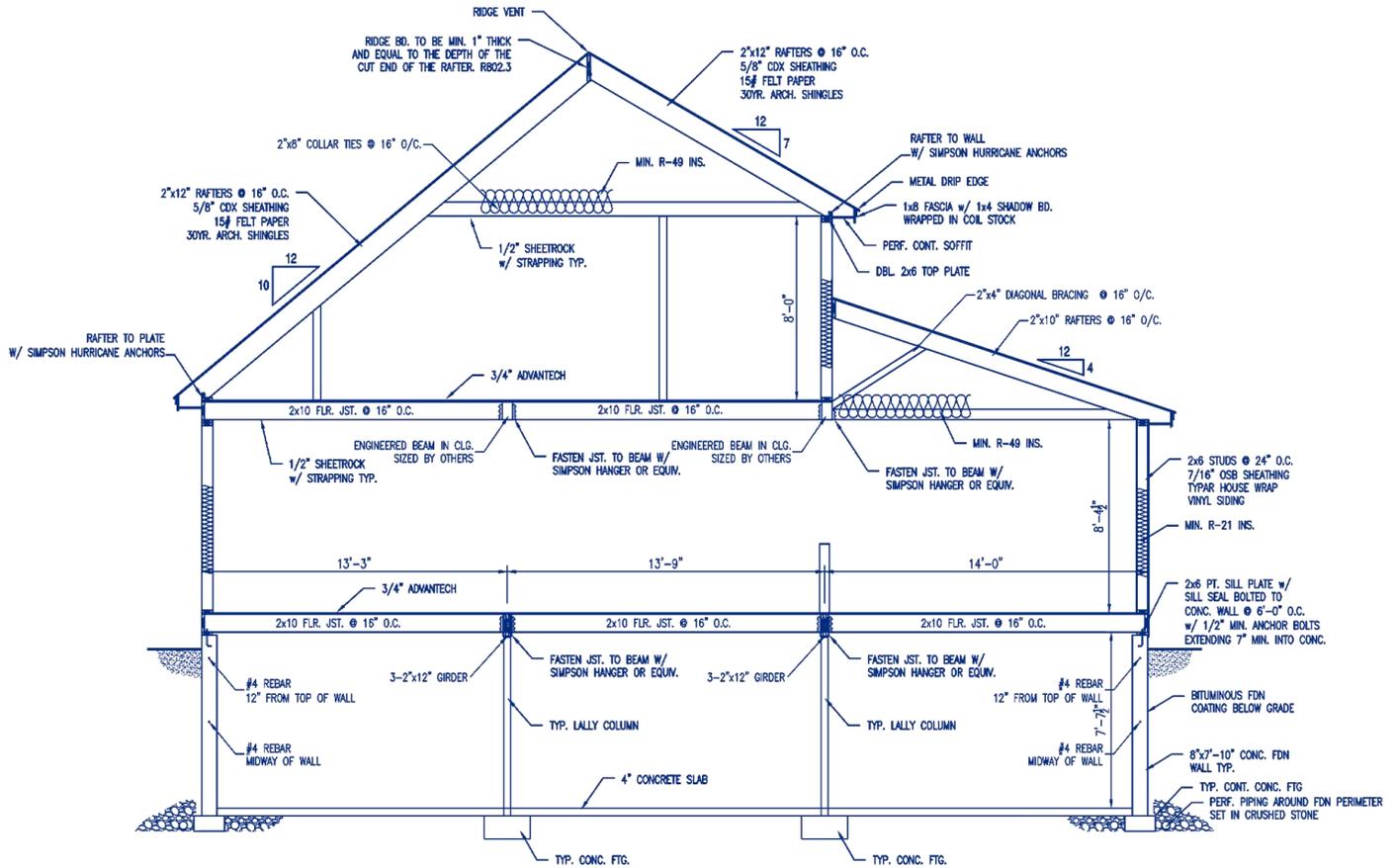
Jasper – First Floor Plan



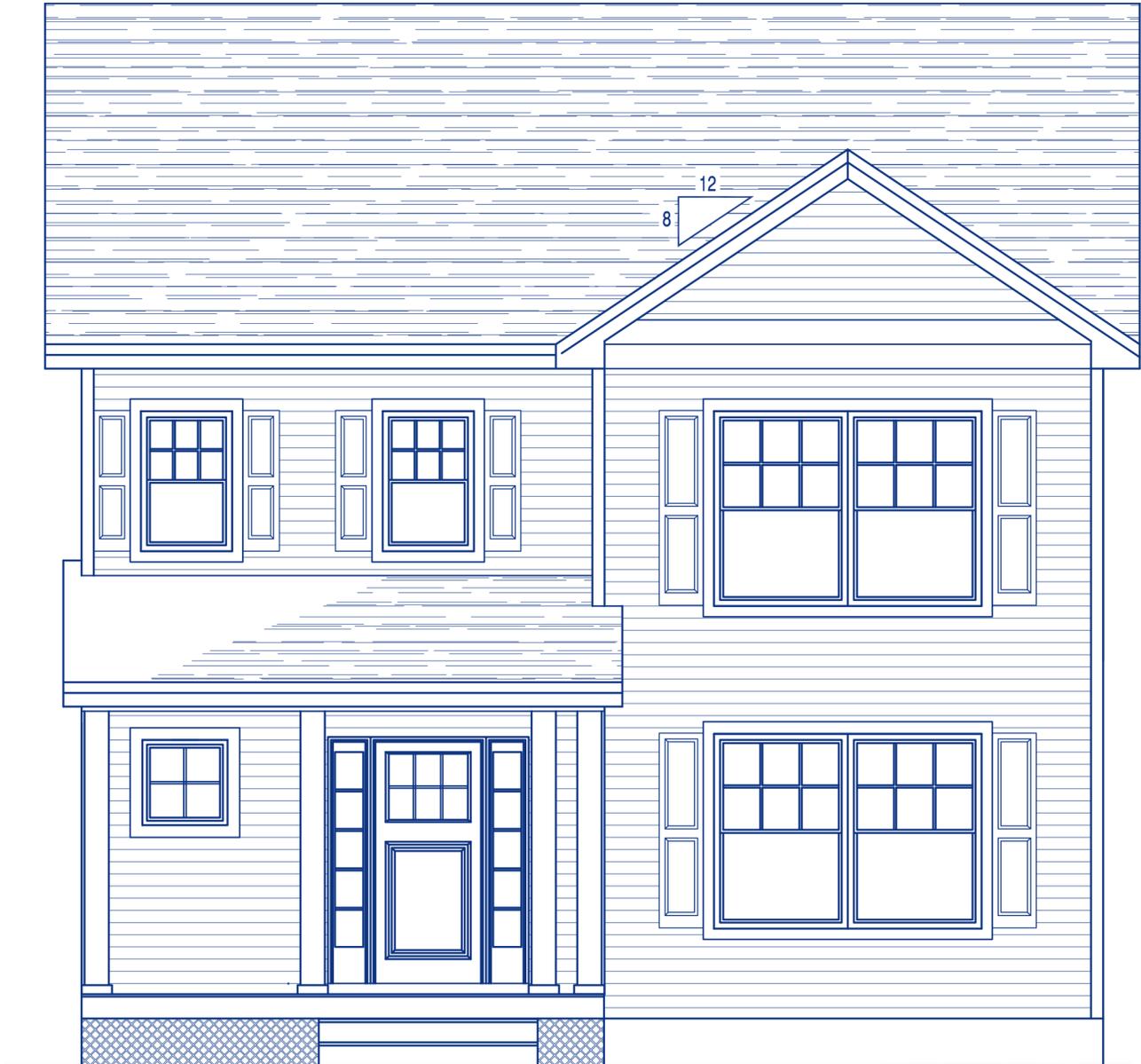
Jasper – Second Floor Plan



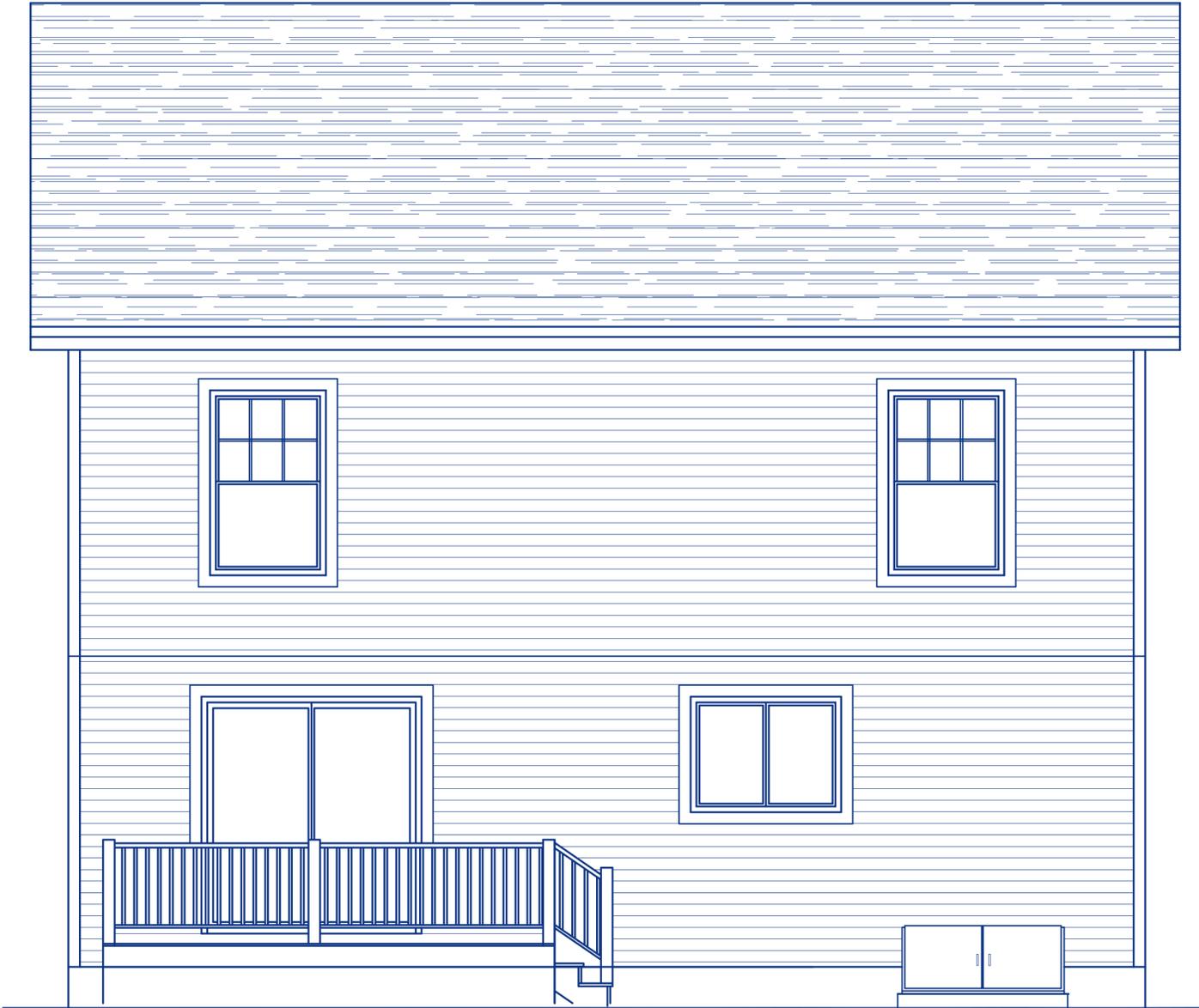
## Jasper – Cross Section



**The Linwood (1,372 sq ft) – Front**



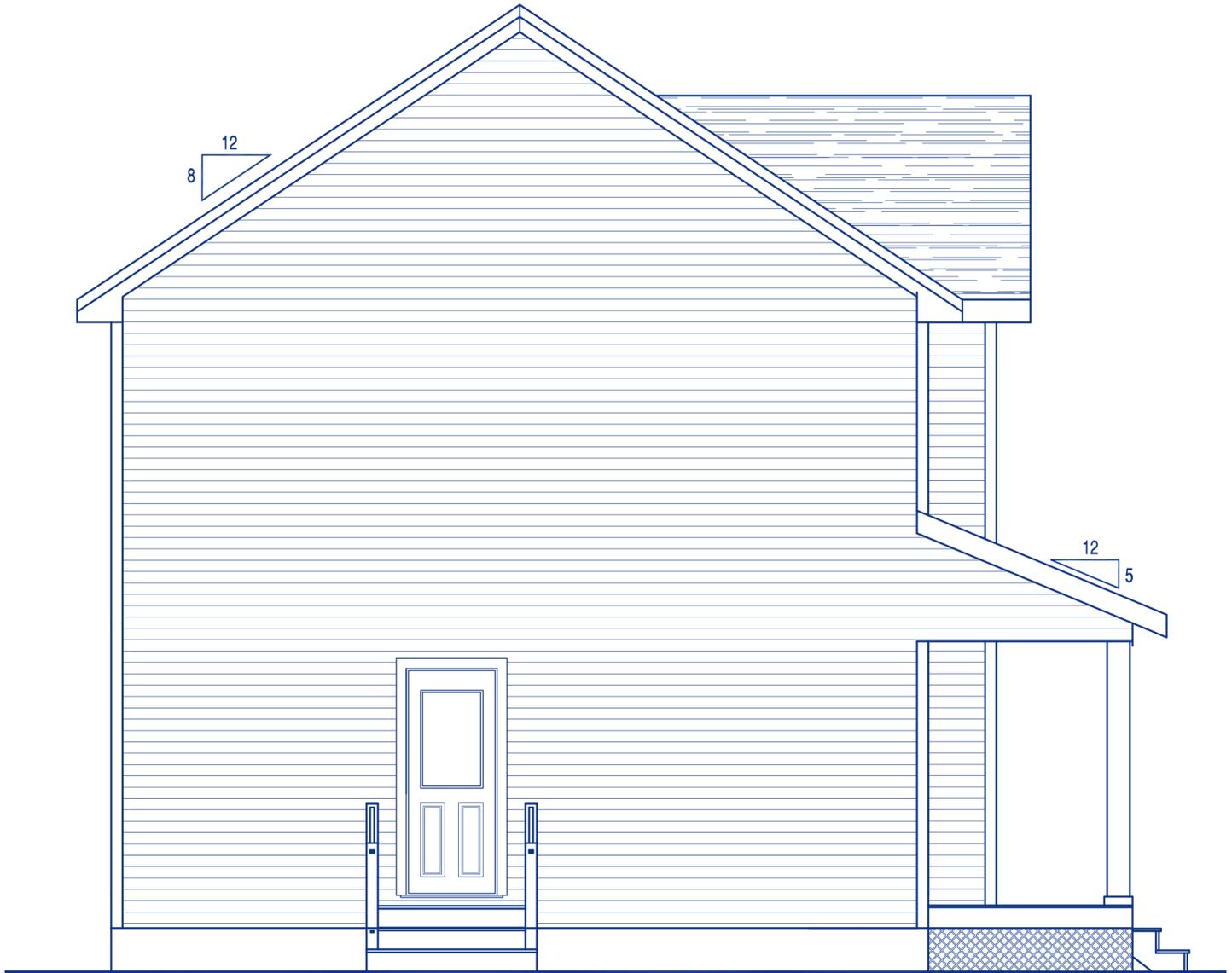
**The Linwood – Rear**



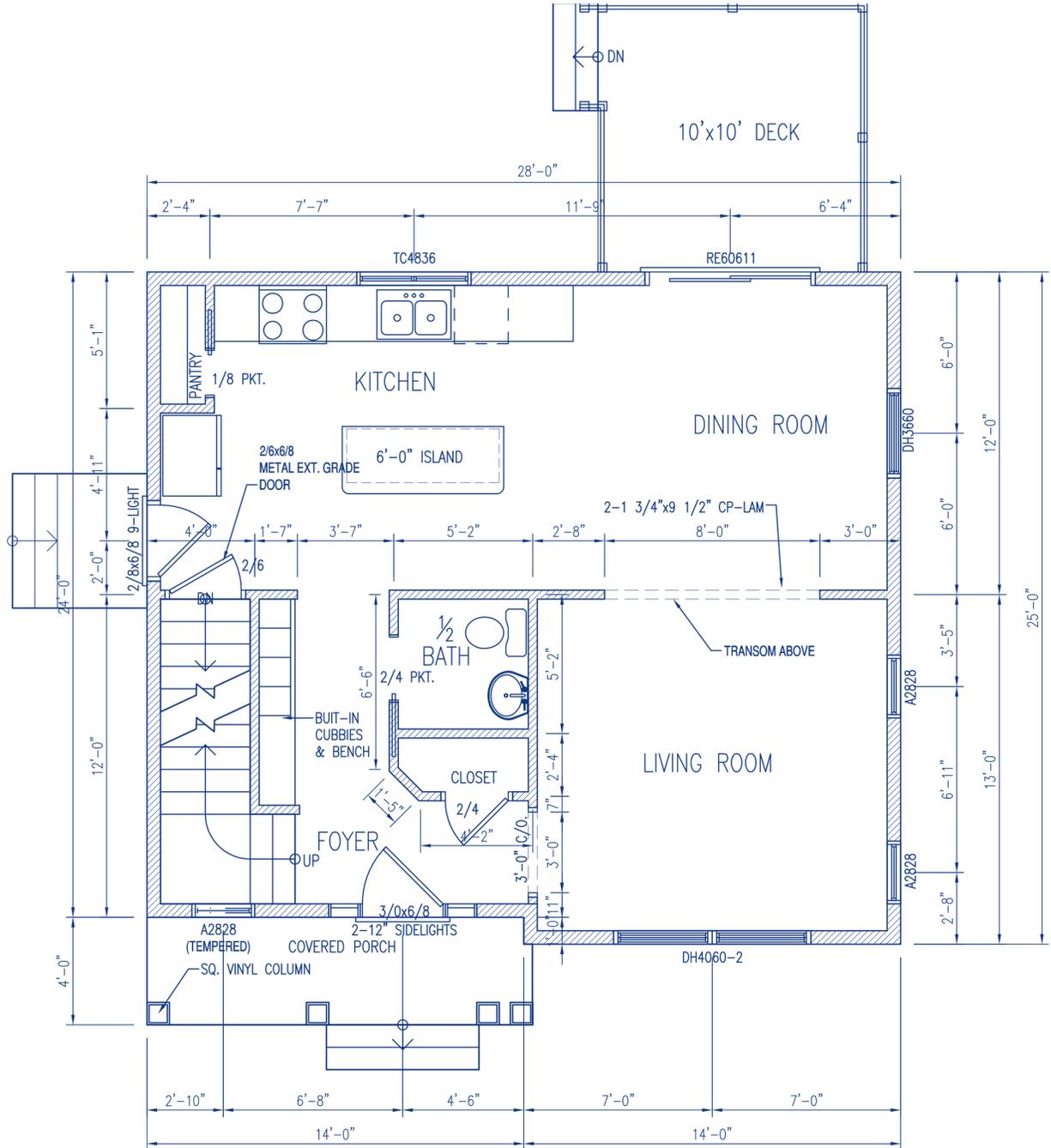
**The Linwood – Left**



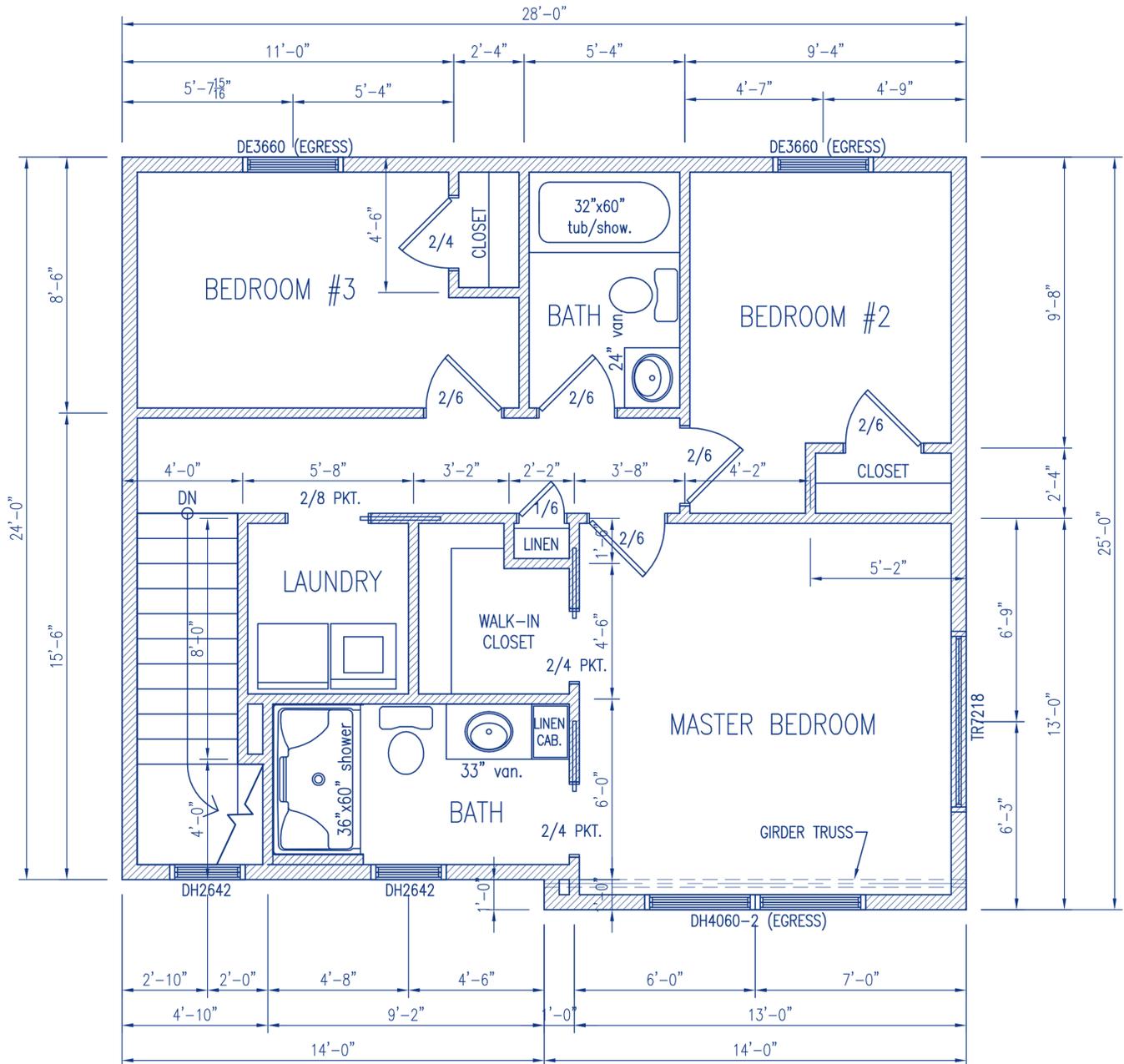
**The Linwood – Right**



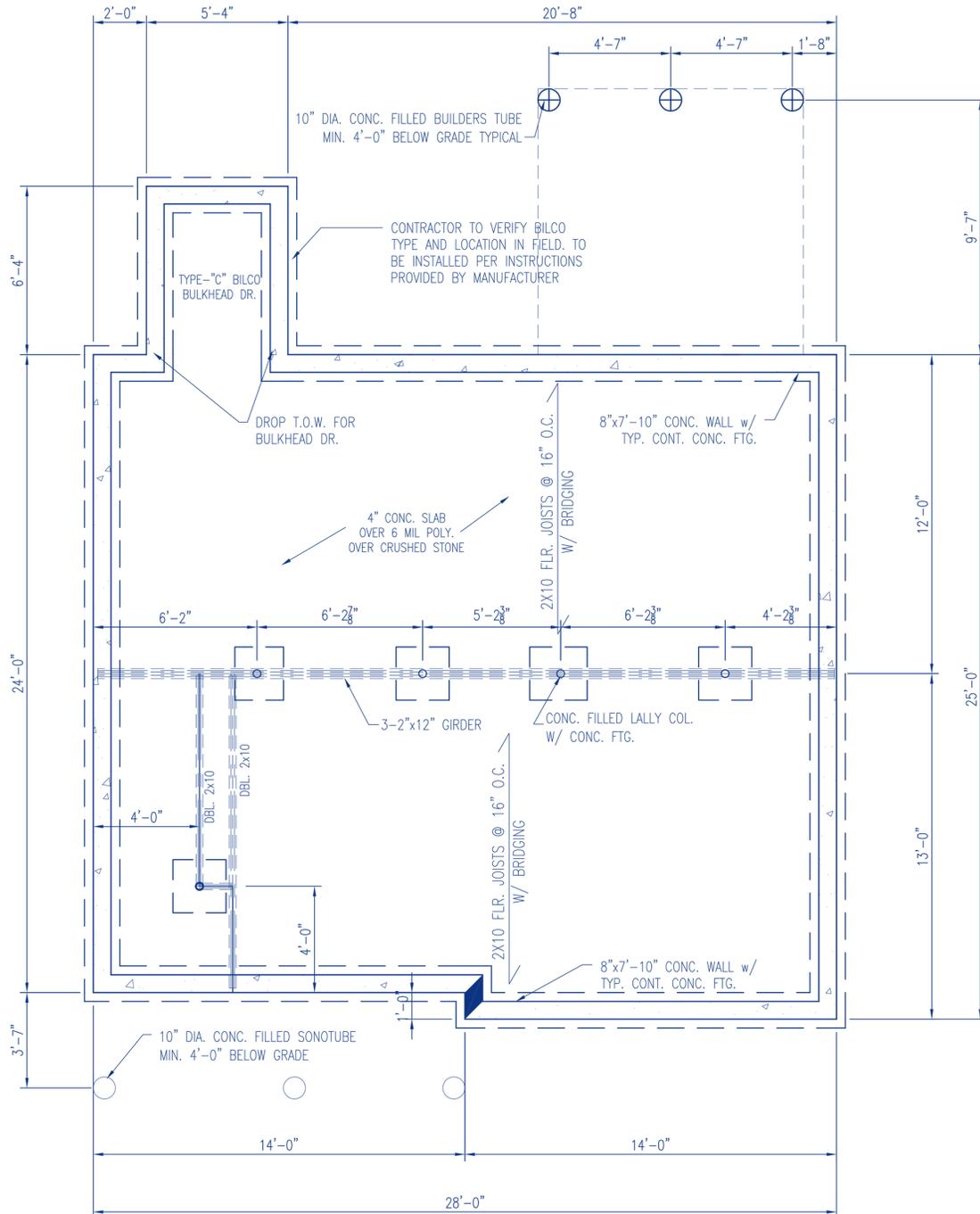
**The Linwood – First Floor Plan**



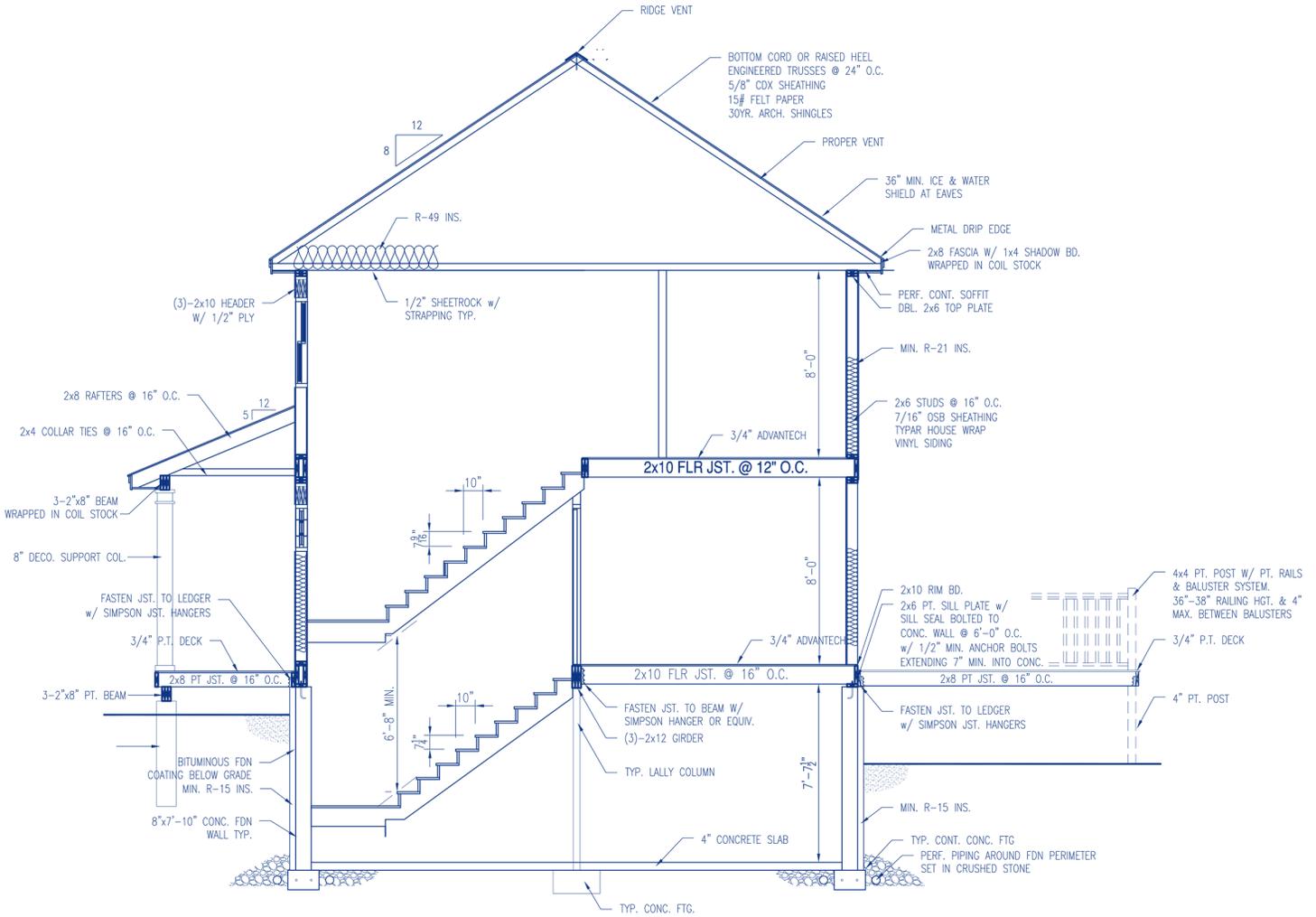
**The Linwood – Second Floor Plan**



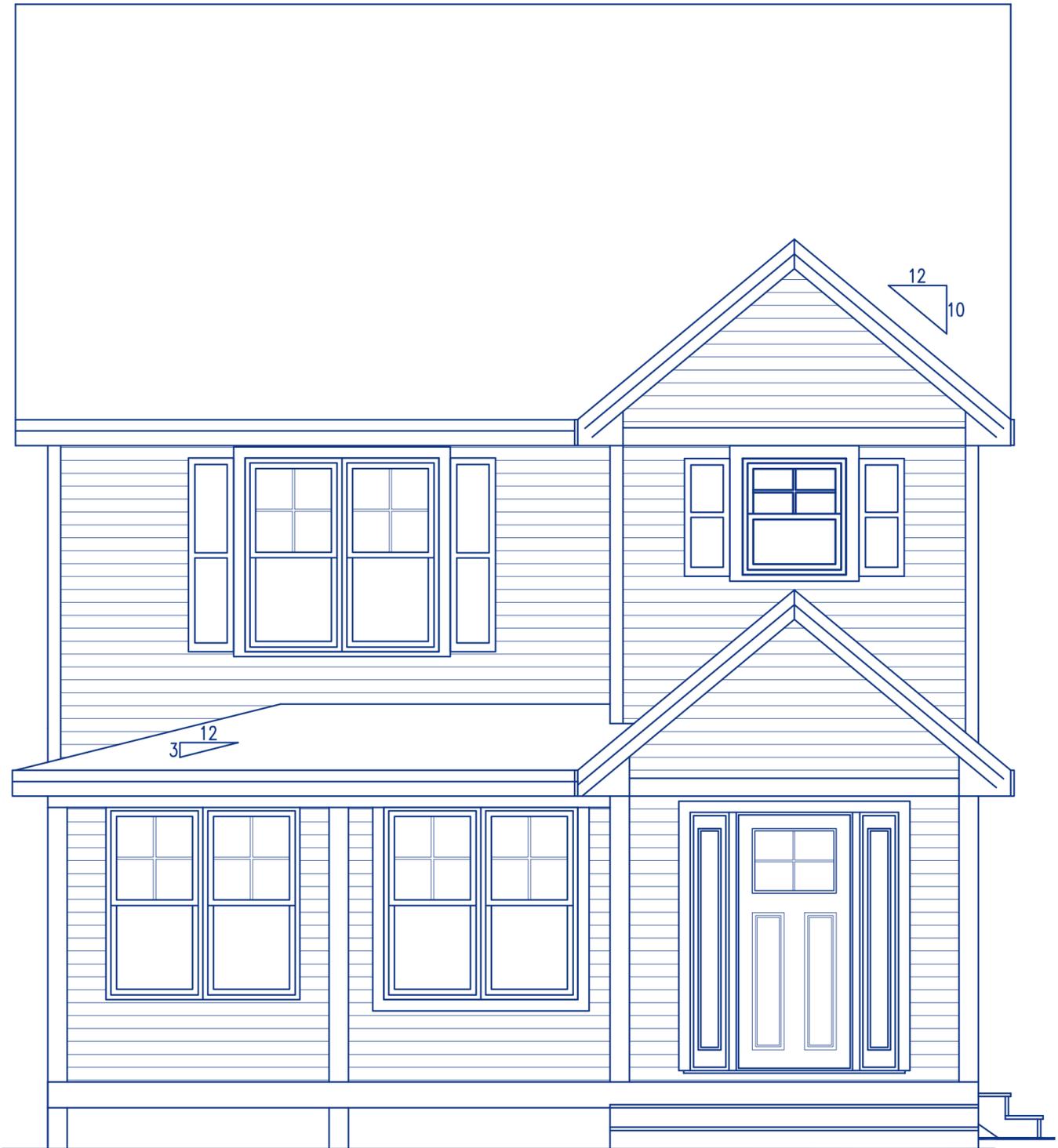
**The Linwood – Foundation Plan**



**The Linwood – Cross-section**



**The Nancy (1,454 sq ft) – Front**



**The Nancy – Rear**



**The Nancy – Left**

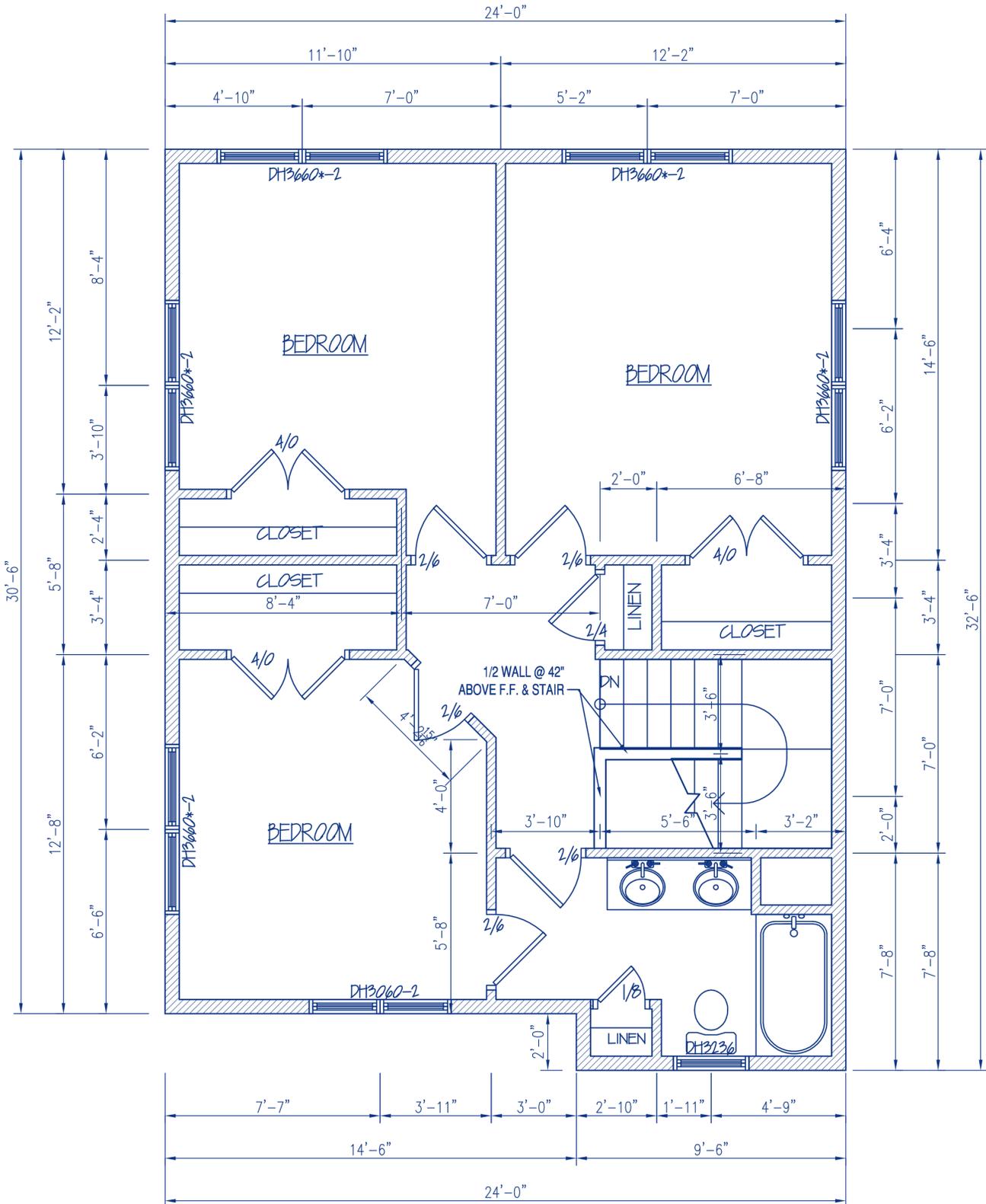


**The Nancy – Right**

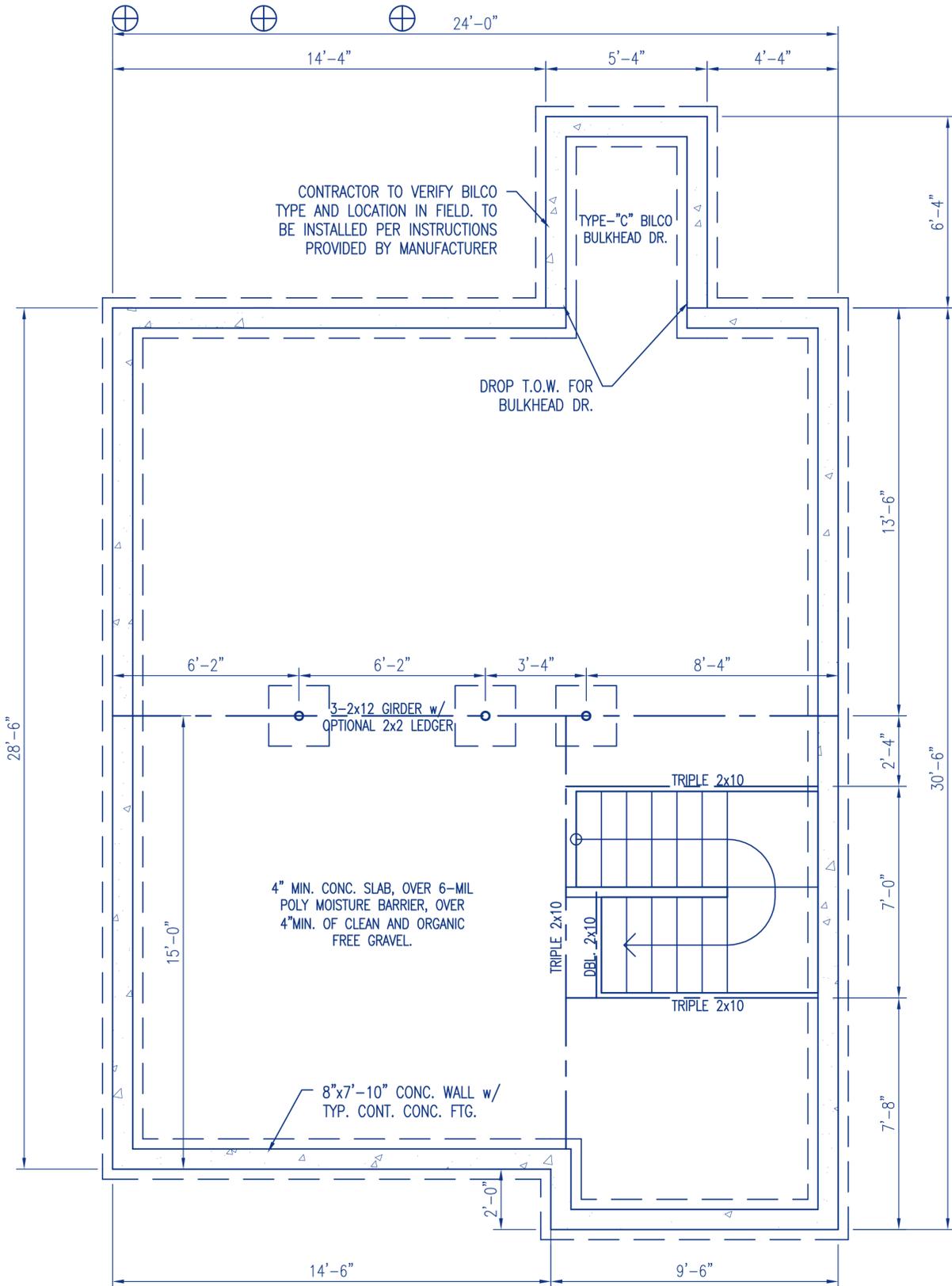




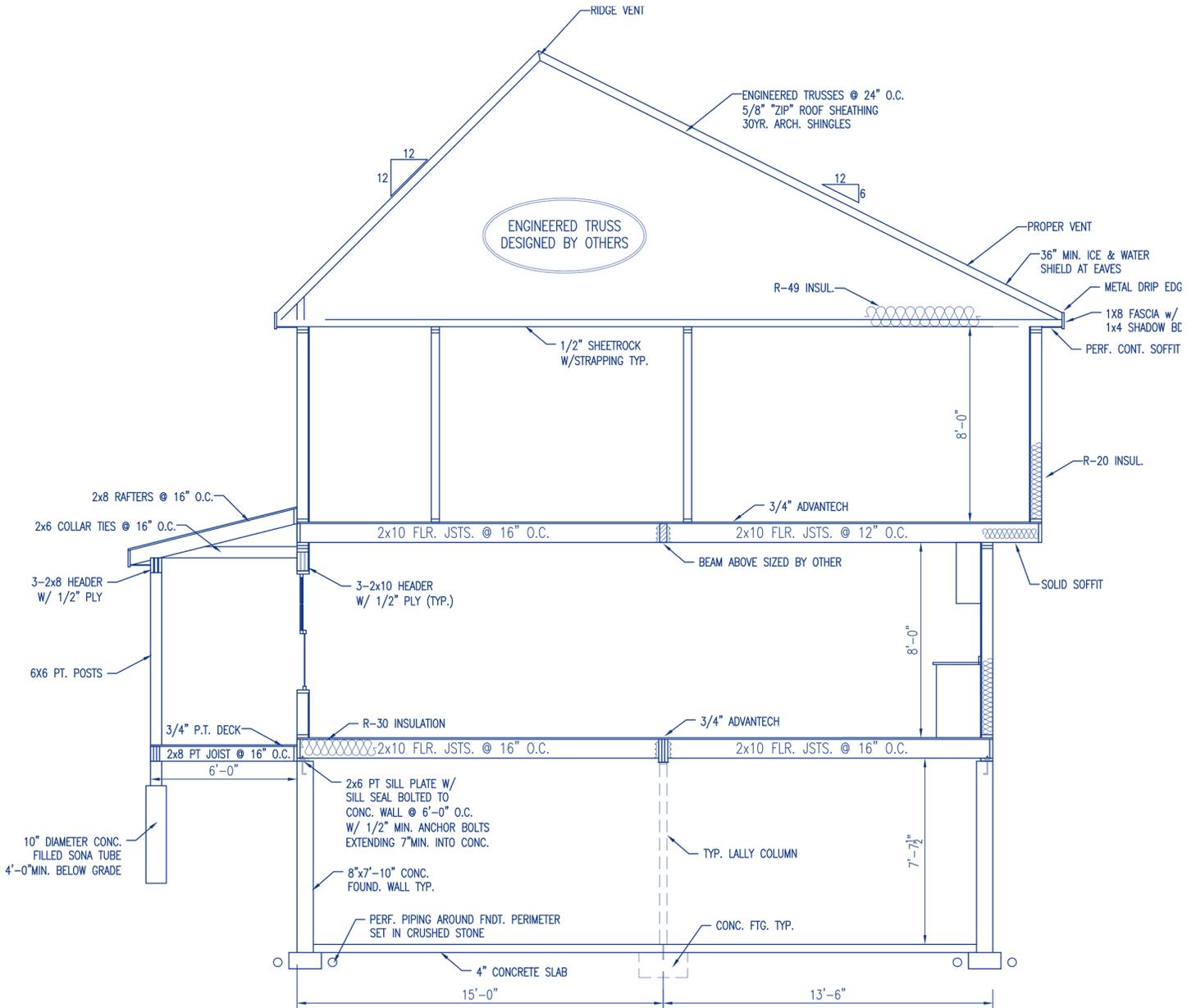
The Nancy – Second Floor Plan



**The Nancy – Foundation Plan**



The Nancy – Cross-section



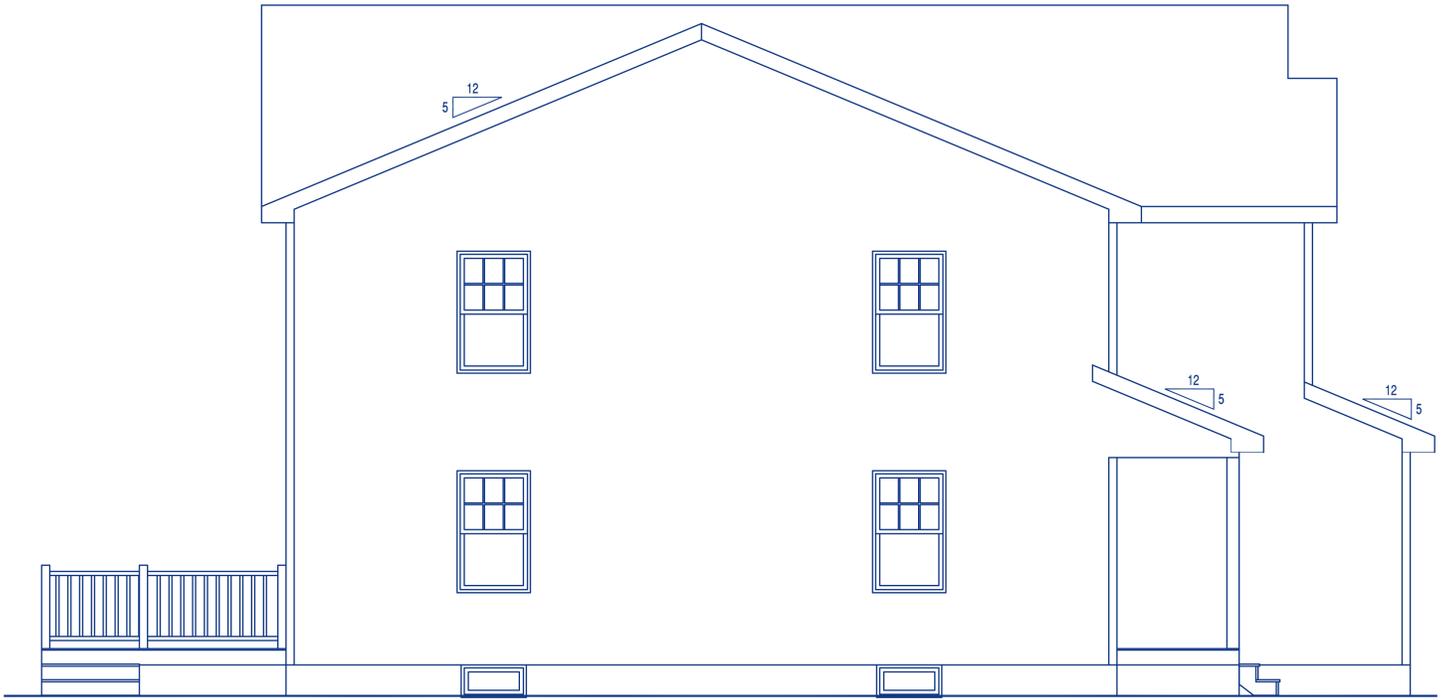
**The Shannon (1,750 sq ft) – Front**



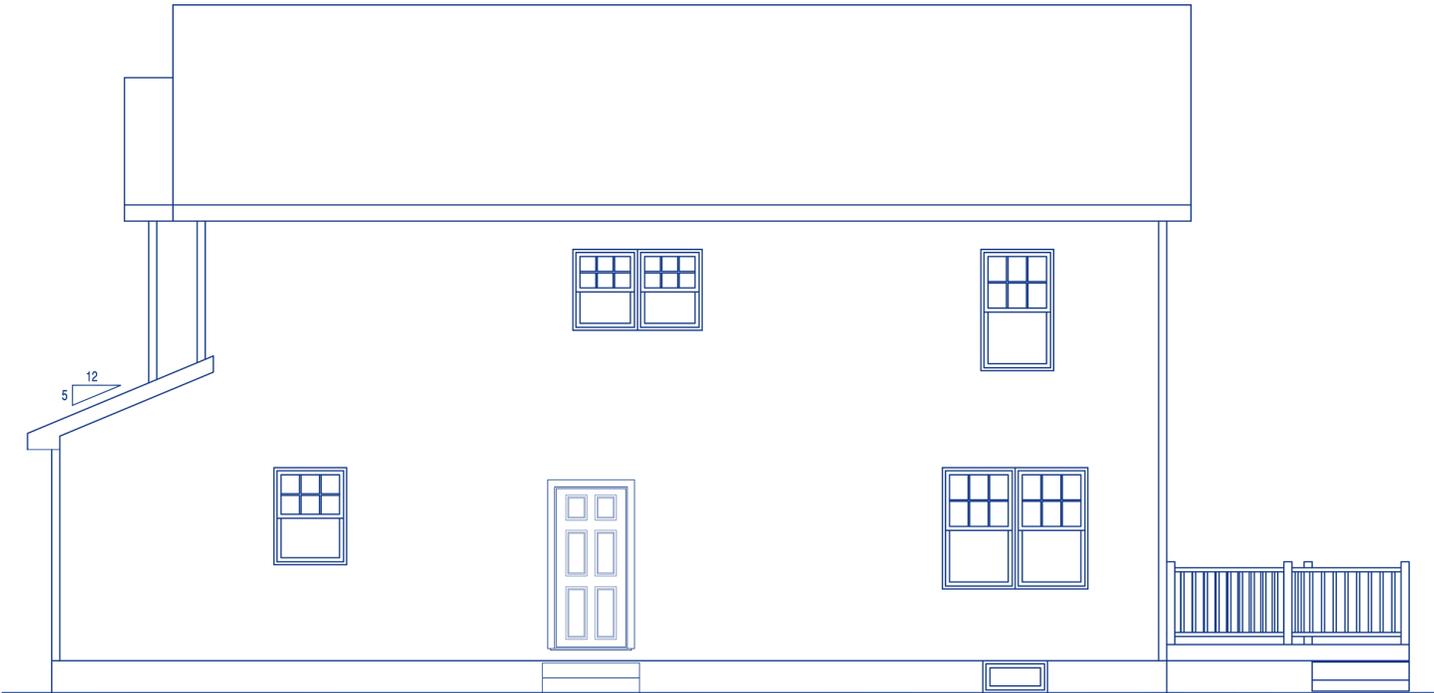
**The Shannon – Rear**



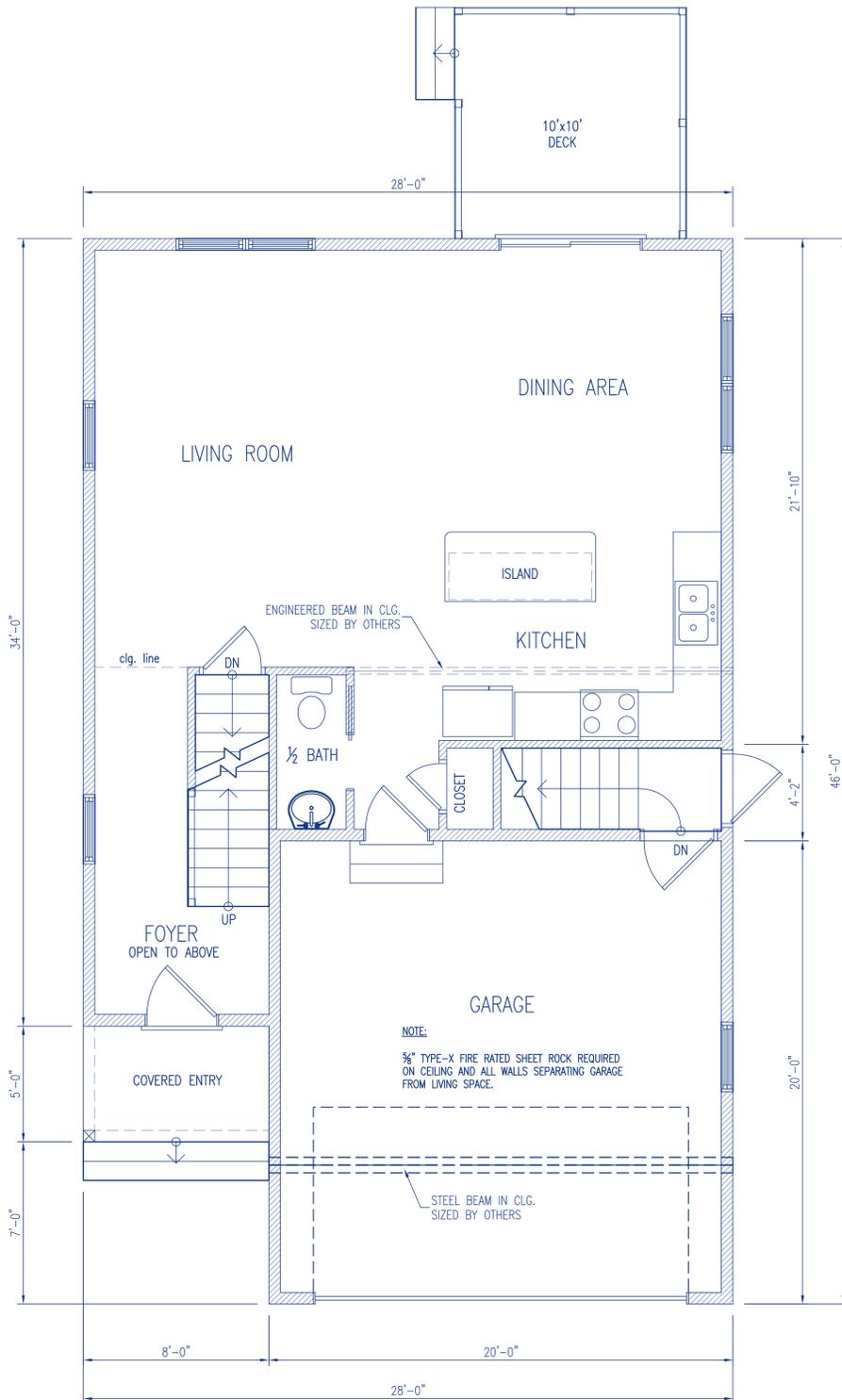
**The Shannon – Left**



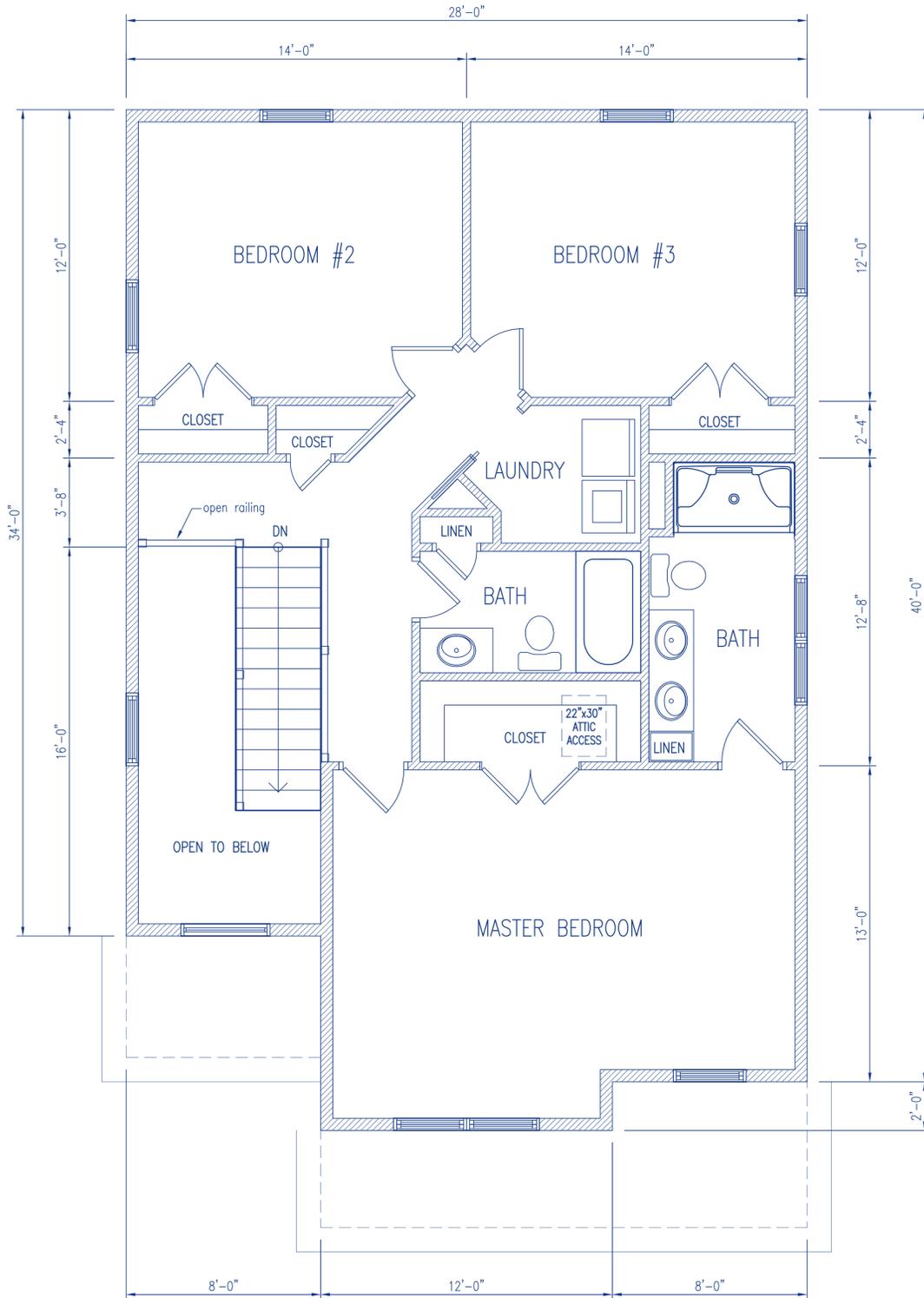
**The Shannon – Right**



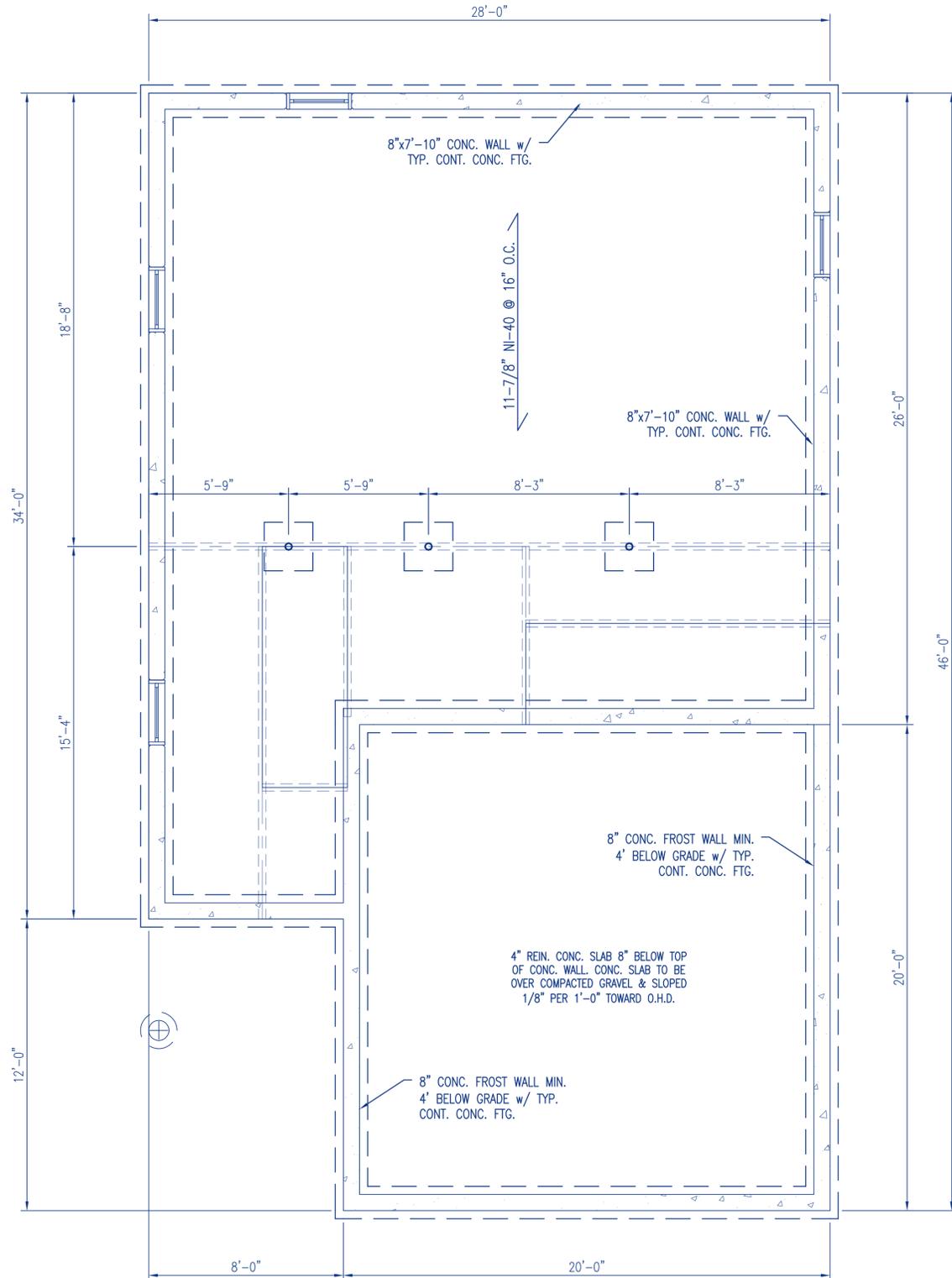
The Shannon – First Floor Plan



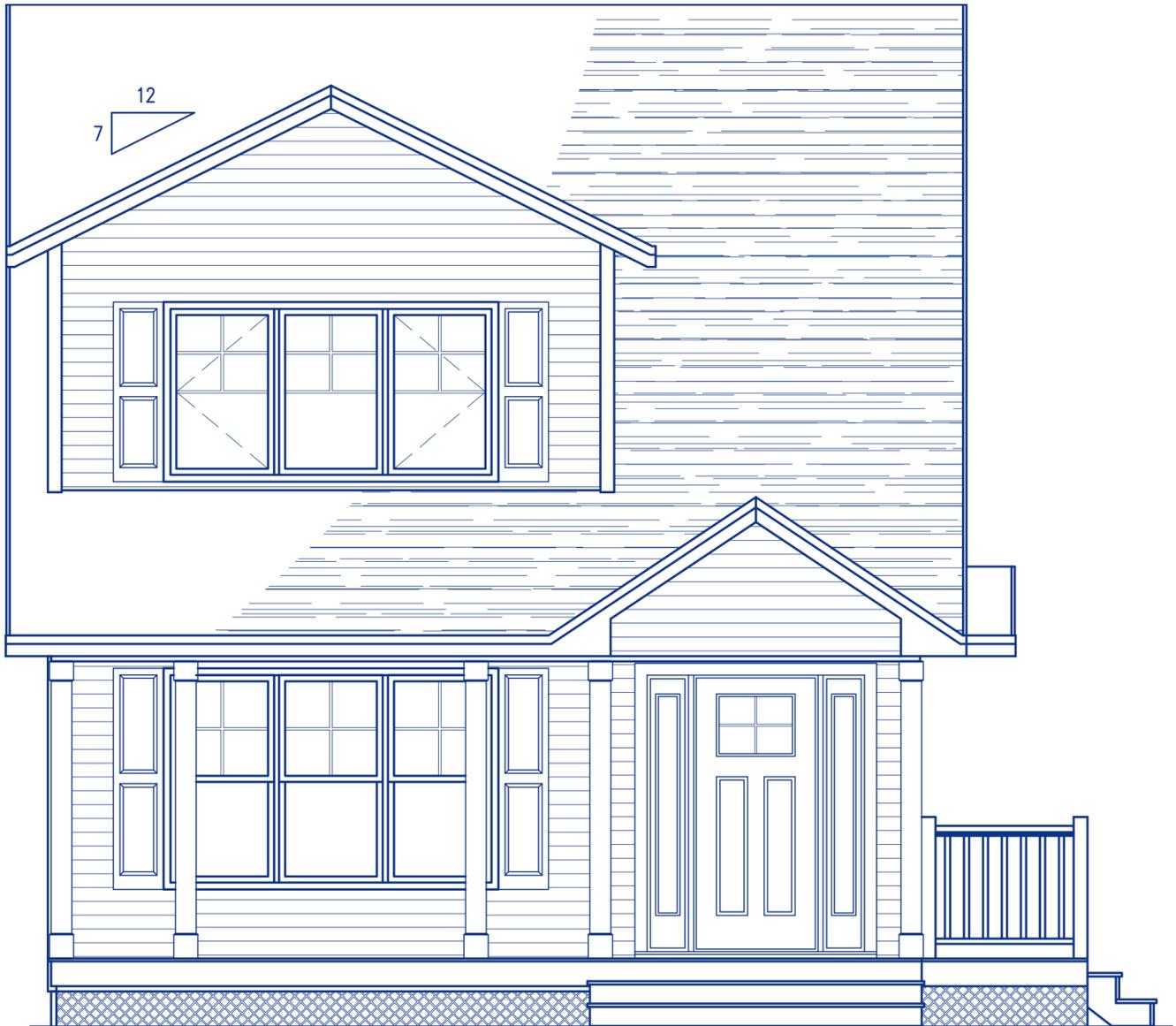
The Shannon – Second Floor Plan



The Shannon – Foundation Plan



**The Suzie (1,338 sq ft) – Front**



**The Suzie – Rear**



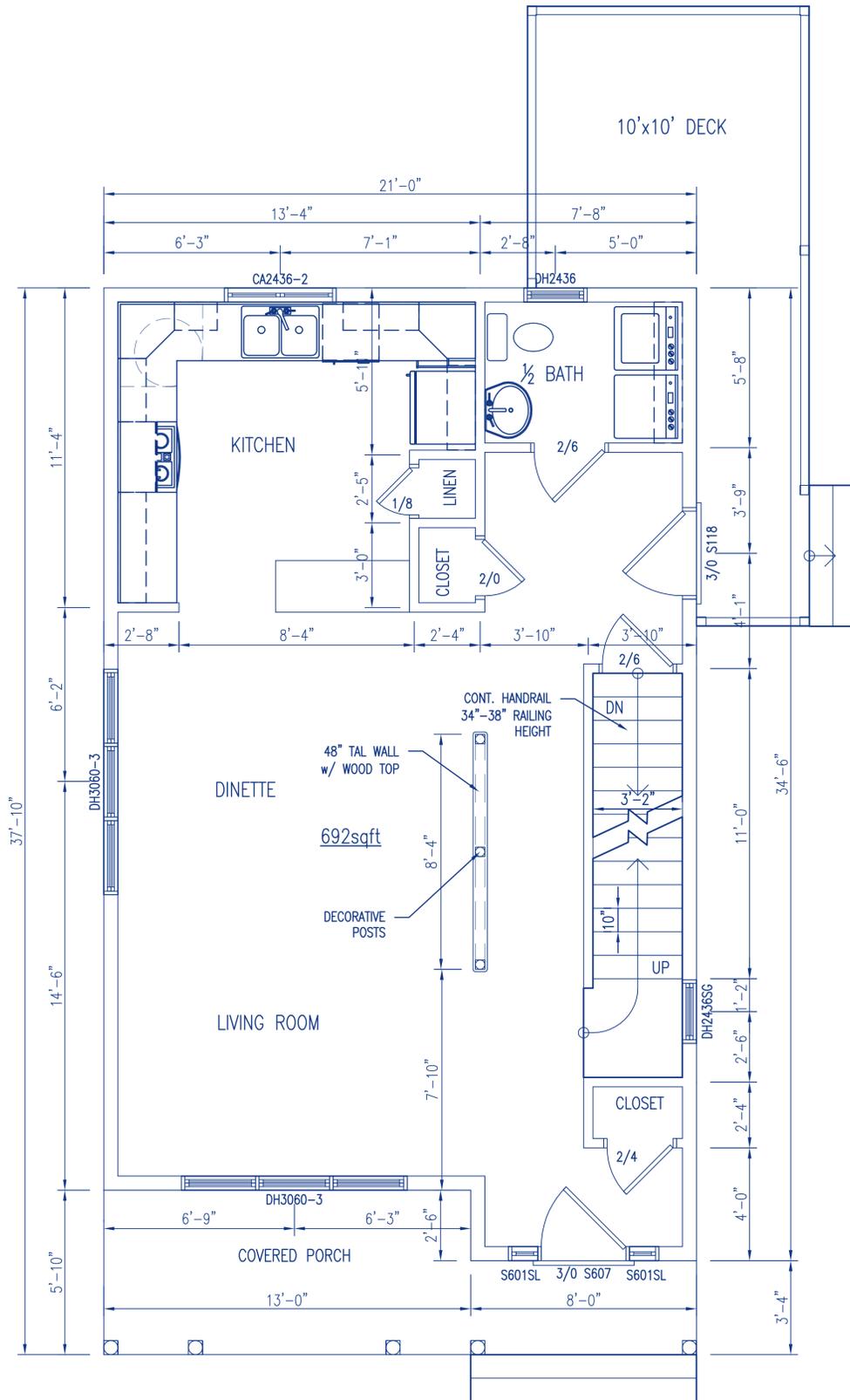
**The Suzie – Left**



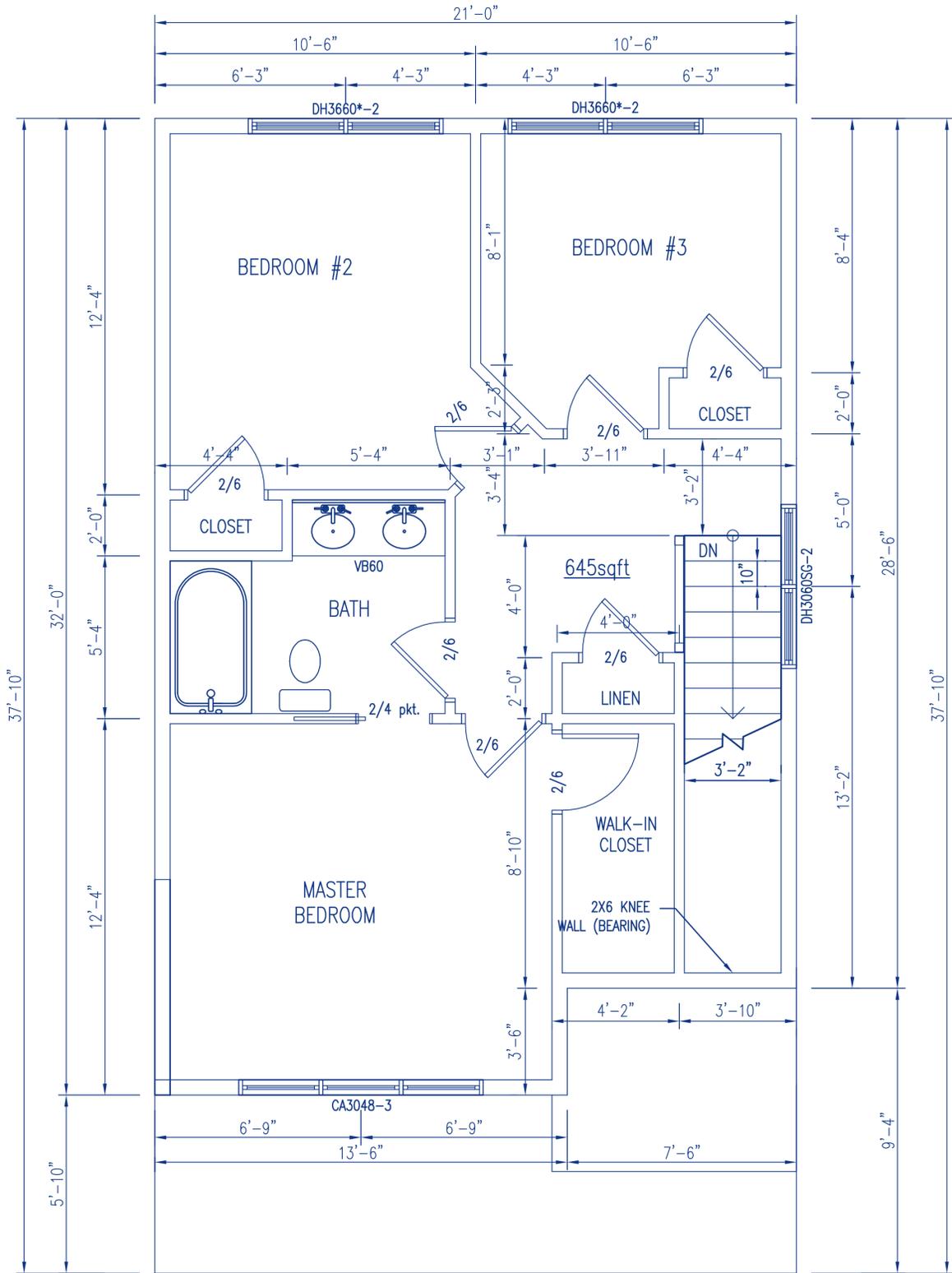
**The Suzie – Right**



The Suzie – First Floor Plan

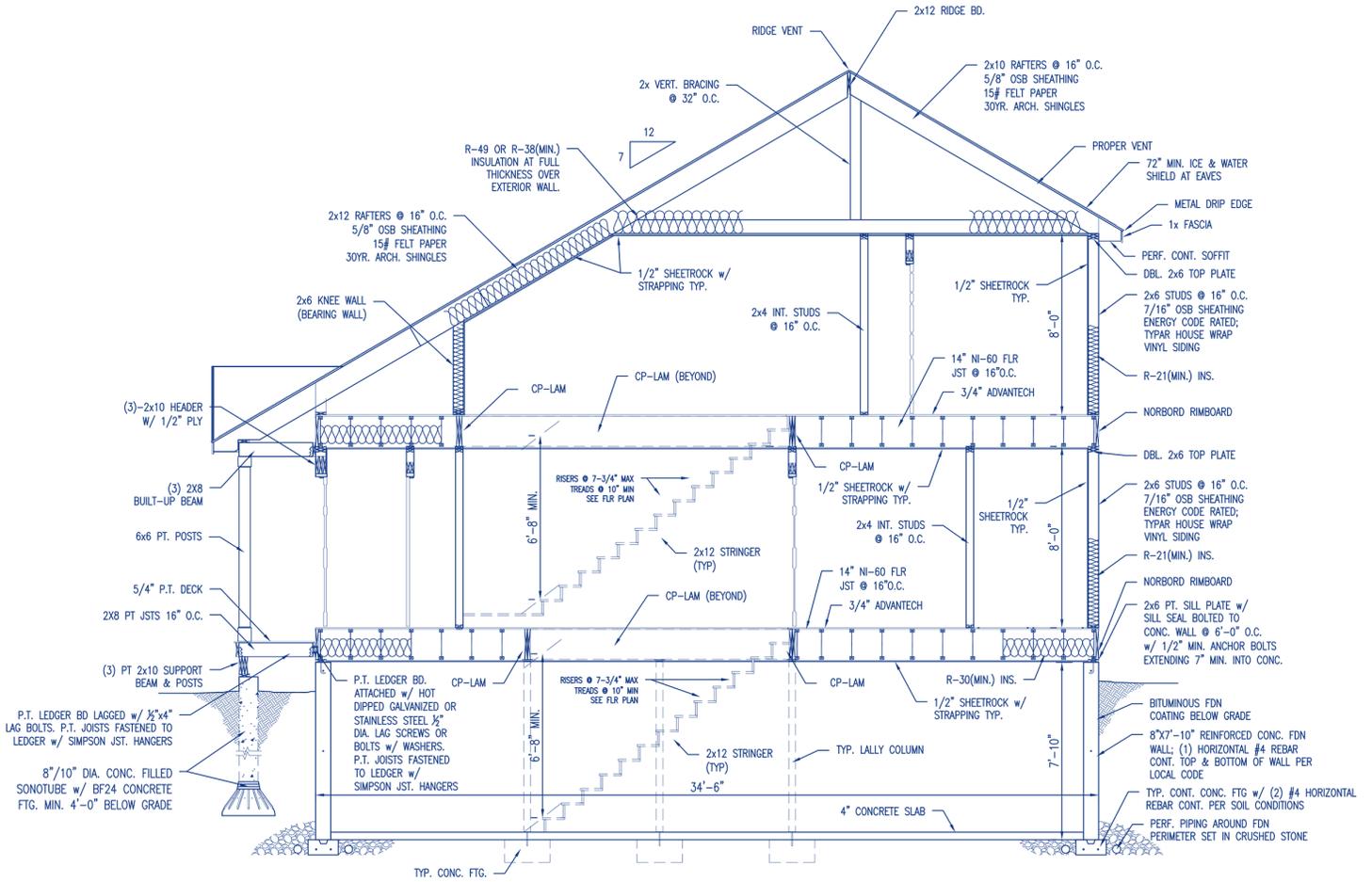


The Suzie – Second Floor Plan





## The Suzie – Cross-section



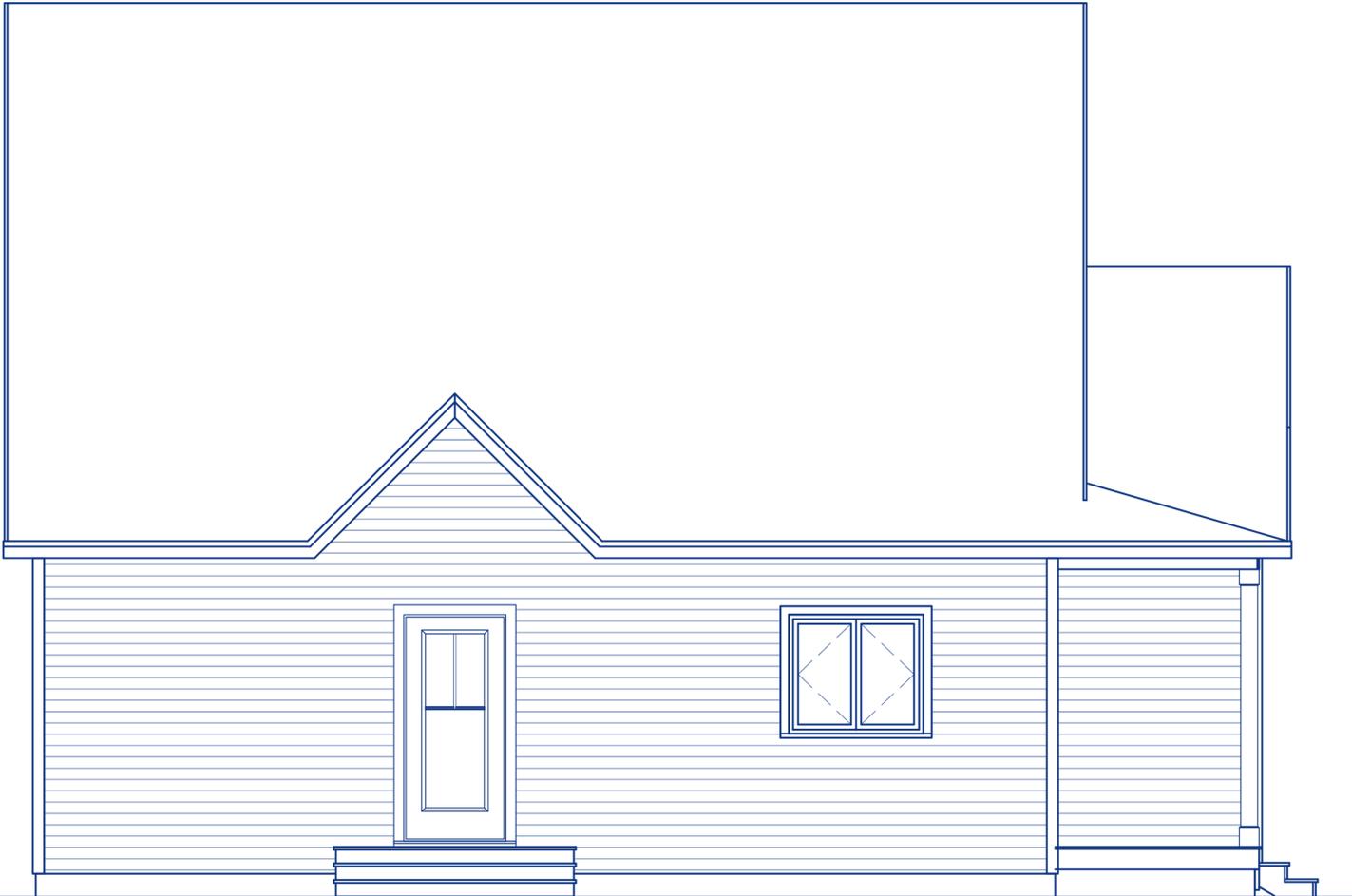
**The Tami (1,467 sq ft) – Front**



**The Tami – Rear**



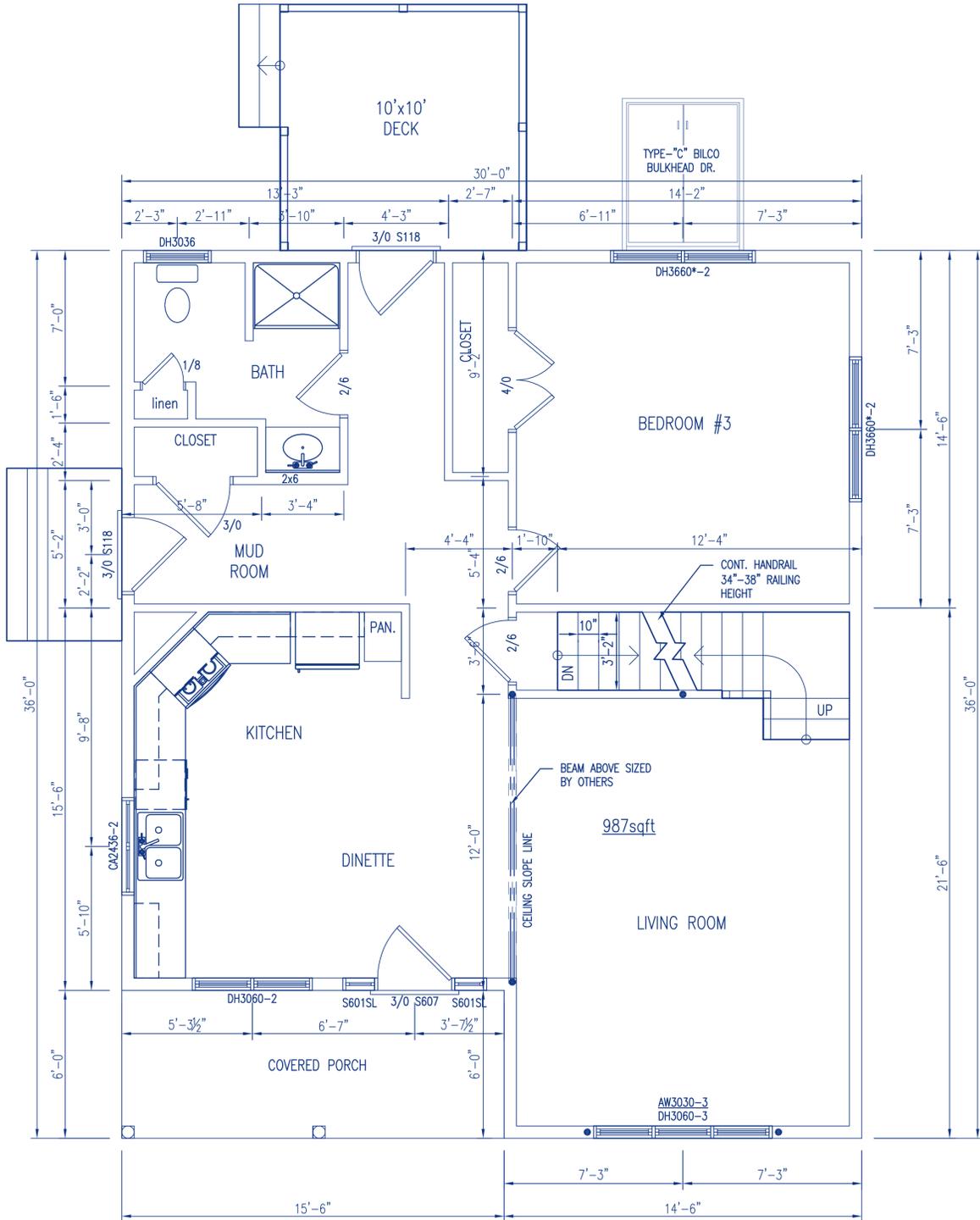
**The Tami – Left**



**The Tami – Right**

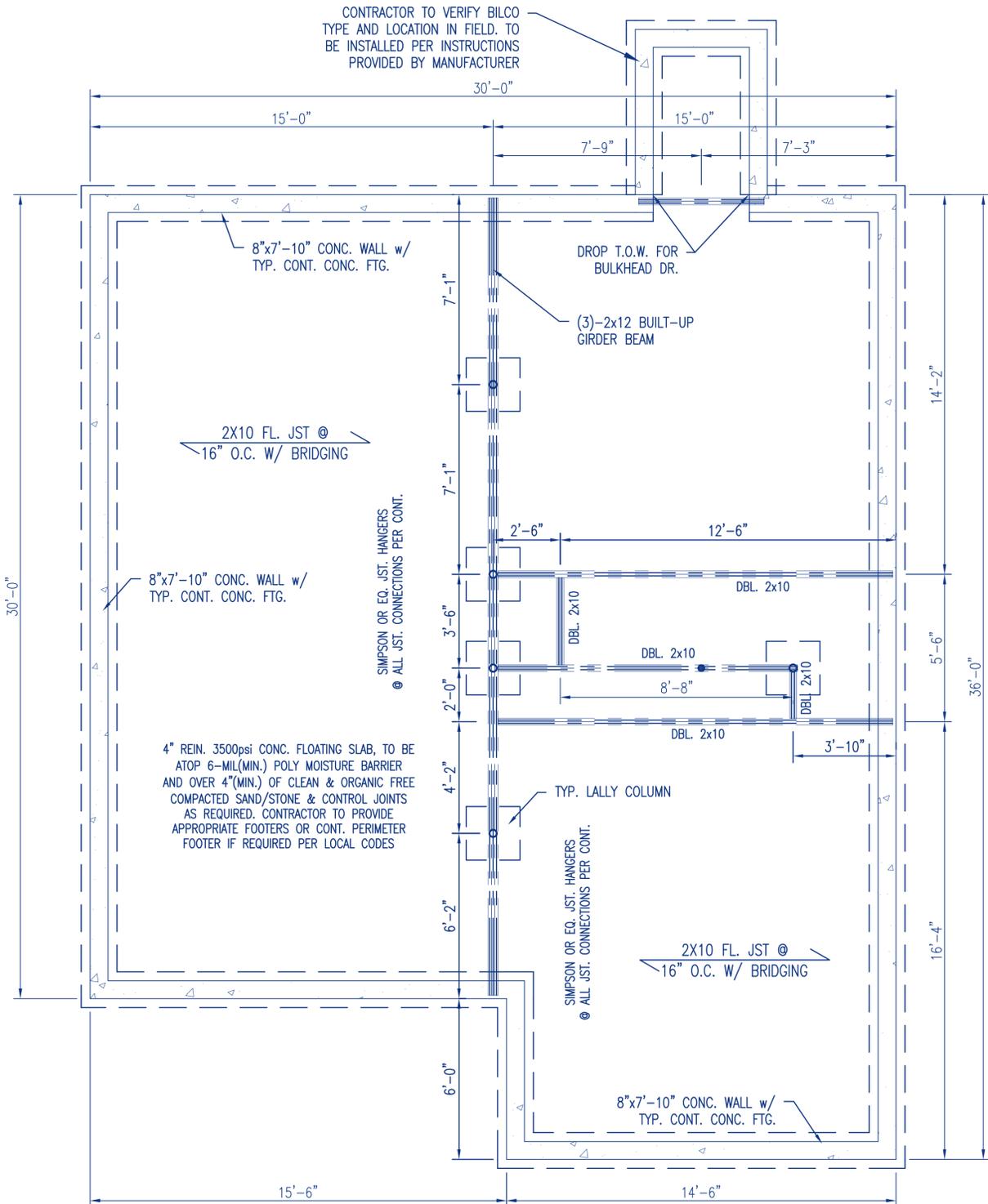


The Tami – First Floor Plan

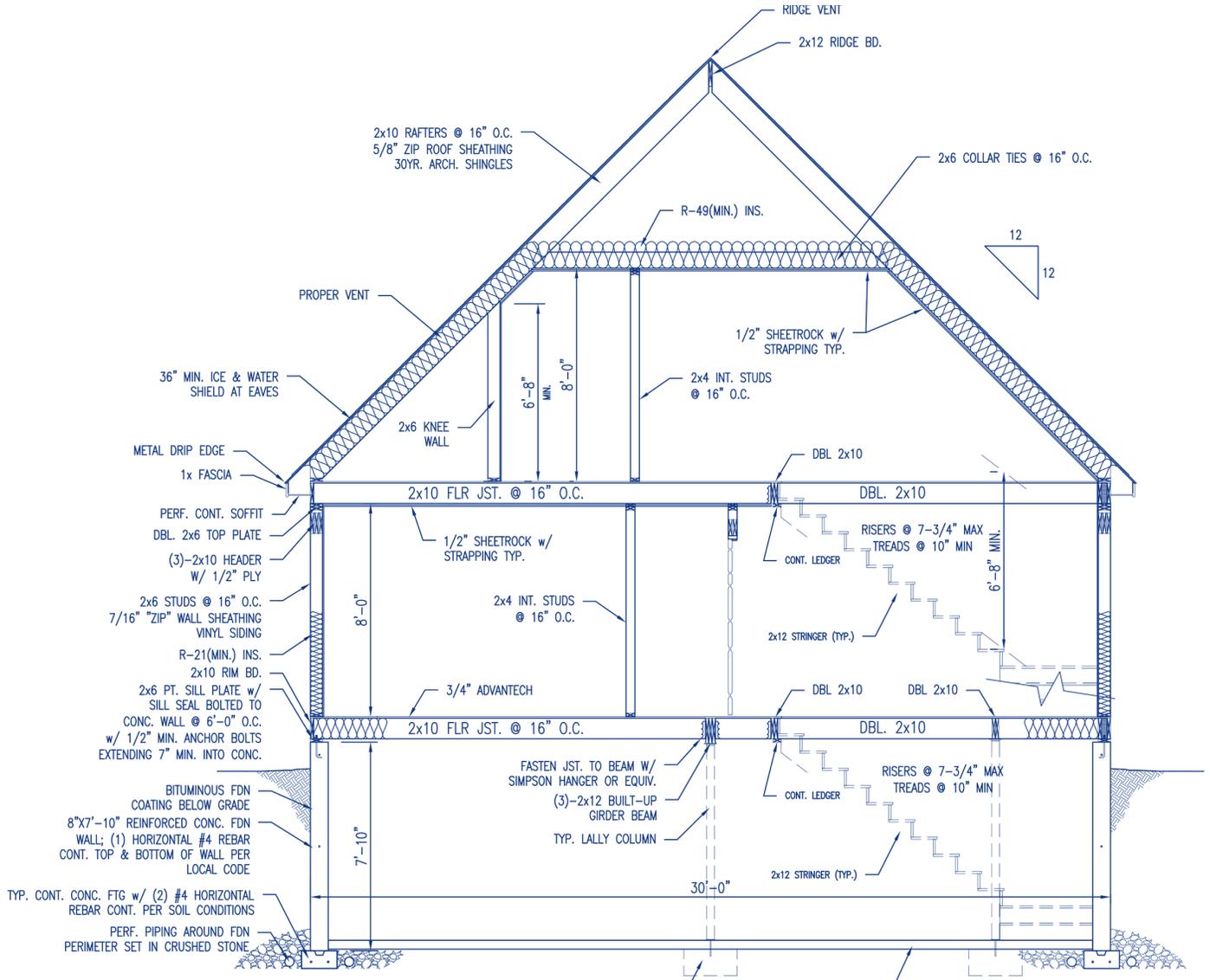




The Tami – Foundation Plan



The Tami – Cross-section



**The Terri (1,467 sq ft) – Front**



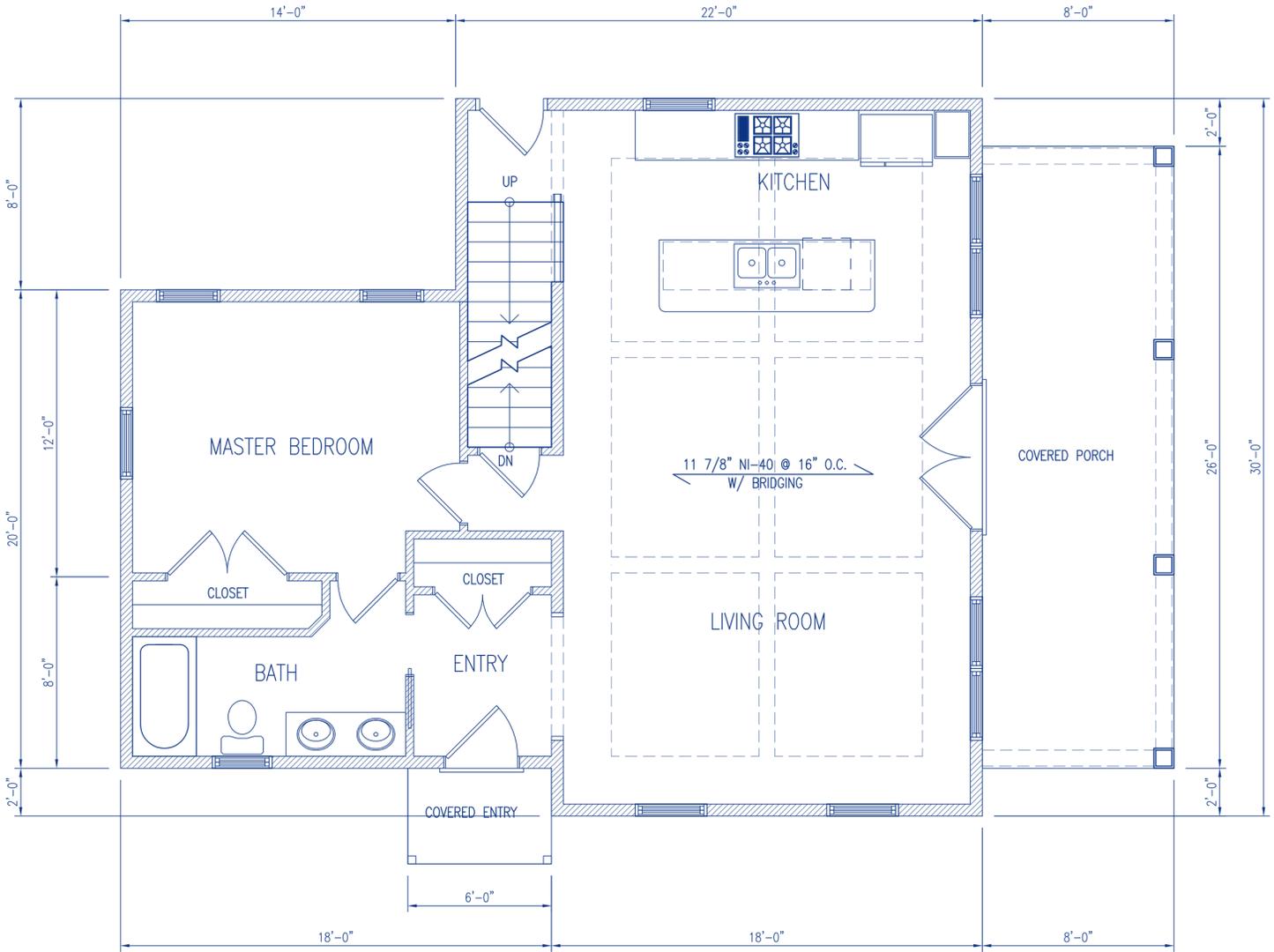
**The Terri – Left**



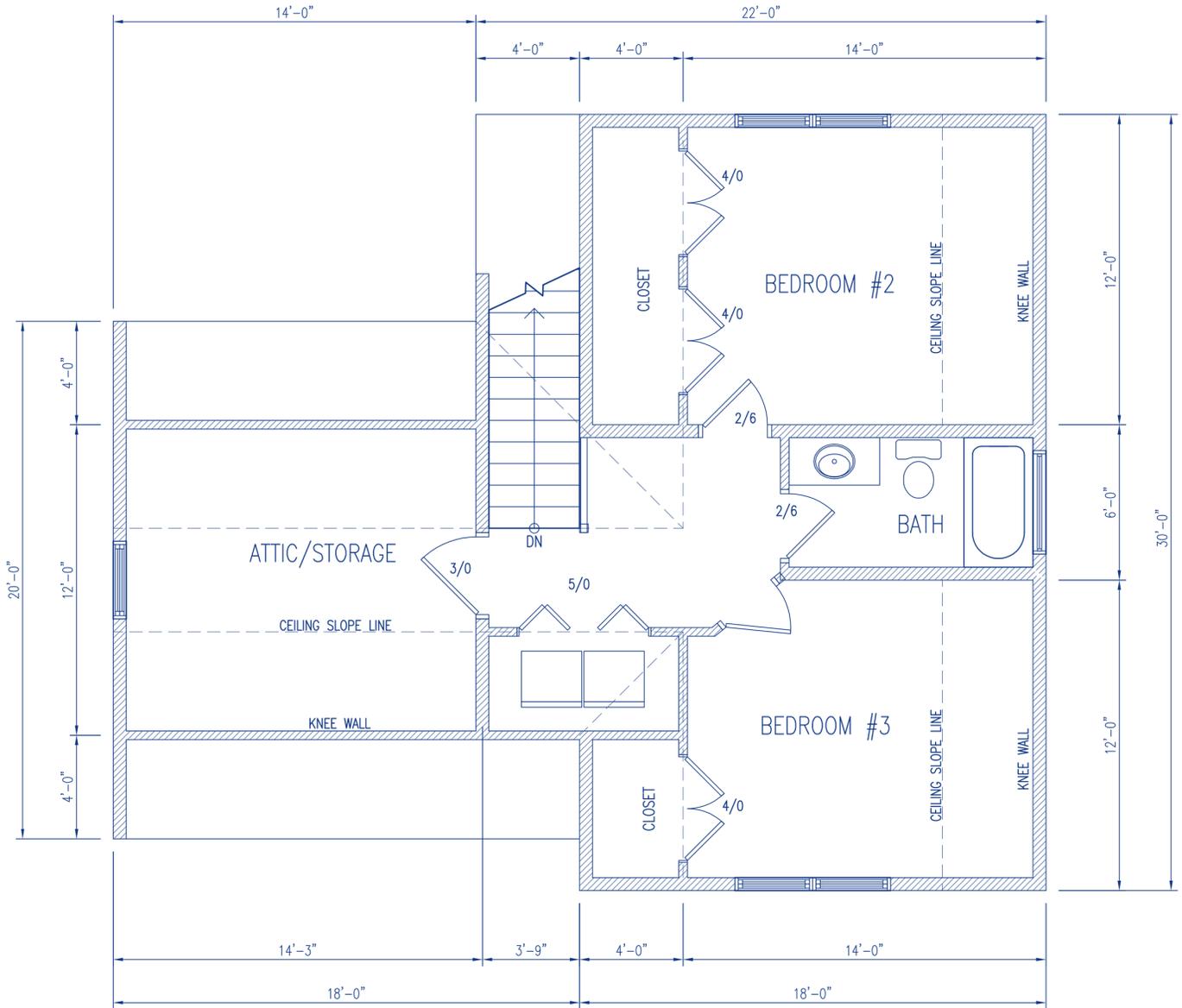
**The Terri – Right**



### The Terri – First Floor Plan



The Terri – Second Floor Plan



### The Terri – Foundation Plan

