



Town of Brunswick, Maine

PLANNING BOARD

85 UNION STREET, BRUNSWICK, ME 04011

**PLANNING BOARD AGENDA
BRUNSWICK TOWN HALL
85 UNION STREET
TUESDAY, SEPTEMBER 22, 2020, 7:00 P.M.
~~-REVISED-~~**

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) PRIOR TO THE MEETING OR THEY MAY PROVIDE LIVE COMMENT VIA ZOOM TELEPHONE AT: +1 (929) 205 6099;
MEETING ID: 824 3642 8671; PASSWORD: 662414**

- 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 #20-035 Admiral Fitch Avenue Office Buildings:** The Planning Board will review and take action on a **Sketch Plan Major Development Review** application submitted by Sitelines, PA on behalf of Priority One Capital Partners to construct a two (2) story 20,000 square foot office building and a one (1) story 10,000 square foot office building on Admiral Fitch Avenue (Map 40, Lots 76 and 84) located within the **Growth Management 7 (GM7) Zoning District.**
- 3. Case #20-036 RPRCA Subdivision:** The Planning Board will review take action on a **Sketch / Final Plan Major Development Review** subdivision application submitted by Sitelines, PA on behalf of RPRCA, LLC to create three (3) lots on Christina Drive at Map 10, Lot 19. The subject parcel is located within the **Rural Farm & Forest (RF) Zoning District.**

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.

4. **Case #20-037 SCS Bowdoin Solar Project:** The Planning Board will review and take action on a **Sketch Plan Major Development Review** application submitted by TRC Companies on behalf of SCS Harpswell 012903 Brunswick, LLC to construct a solar array at Map 40, Lot 90. The subject parcel is located within the **Growth College 4 (GC4) Zoning District** and contains the **Shoreland Protection Overlay (SPO) Zoning District** and **Flood Protection Overlay (FPO)**.
5. **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.**
6. **Other Business**
7. **Approval of Minutes**
8. **Adjourn**

* **Case #20-028 was tabled by the Planning Board on September 10, 2020**

** **Case #20-031 was tabled by the Planning Board on September 10, 2020**

PLANNING BOARD
Major Development Review
DRAFT Findings of Fact
Review Date: September 22, 2020

Project Name: Brunswick Landing Village, Phase II
Project Location: Brunswick Landing Venture Subdivision
Tax Map: Map 40, Lots 131 and 138
Zoning District: GR1
CDP: Brunswick Landing Housing Common Development Plan
Case Number: 20-028
Applicant: Brunswick Landing Condominiums, LLC
74 Neptune Drive
Brunswick, ME 04011

Authorized Representative: Sitelines PA
c/o Curt Neufeld, PE,
119 Purinton Road, Suite A
Brunswick, ME 04011

Staff reviewed the application and has determined it is complete.

Approved Motion 1: That the Final Subdivision Plan is deemed complete.

PROJECT HISTORY

The Planning Board approved the Major Development Review application for “Brunswick Landing Venture Subdivision” in Case #17-045 and an associated Common Development Plan (CDP) in Case #17-046. The CDP was amended in Case #19-049 to allow single story buildings. The approved subdivision involved the creation of 10 new residential lots for one (1) and two (2) family multitenant housing. Activity associated with the subdivision only included the reuse of existing housing and associated infrastructure and did not propose any new construction activity at that time. Subsequently in Case #18-011, the Planning Board approved an amendment to the Brunswick Landing Venture subdivision to adjust lot coverage and associated density calculations for reduced parcel area from the creation of the public right-of-way associated with the approved Cooks Corner connector road (Case #17-051).

In June 2018, the Planning Board approved the creation of 40 new residential condominium units in lots 8 and 9 of the Brunswick Landing Venture Subdivision in Case #18-013. The proposed development included new driveway entrances, parking, landscaping, utility connections, parking areas for 12 new condominium buildings. Three (3) new condominium buildings were approved on Anchor Drive; two (2) new condominium buildings on Independence Drive; and seven (7) new condominium buildings on Intrepid Street. A driveway entrance for a future pump

station was to be constructed on Intrepid Street across from Building 21 and 22, so-called.

In April 2020, the Planning Board approved plans for the development of Lots 8 and 9 that superseded the approved 40-unit condominium development in Case #18-013. The approval included eight (8) single dwelling unit lots on Anchor Drive and Forestal Drive and associated development area.

PROJECT SUMMARY

Staff review is based on the Major Development Review application for, “Brunswick Landing Village Phase II” dated August 4, 2020. Additional supporting information regarding the anticipated building dimensions for the proposed lots is provided in a memorandum entitled, “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” dated September 4, 2020.

The proposed development includes the creation of 36 lots for single dwelling unit houses. The proposed development will adhere to the approved Common Development Plan (CDP) for the Brunswick Landing Venture Subdivision. The Staff Review Committee (SRC) reviewed the proposal on August 12, 2020. The SRC meeting notes are provide in the Planning Board’s packet.

The Planning Board hosted a workshop to consider the proposal on August 25, 2020. Members of the public were allowed to provide comments The September 4th memo is the only addendum to the application and supporting information provided for the Planning Board’s workshop packet.

The applicant requests the following waivers in accordance with Section 5.2.9.M of the Brunswick Zoning Ordinance:

1. Profile underground facilities – *The applicant will coordinate with the MRRRA and the Sewer and Water Districts regarding utility plans and installation. During SRC, representative staff indicated the plan waivers are acceptable. Based on these supporting facts, the staff recommends approving the requested waiver.*
2. Location of trees >10” – *The site plan depicts existing tree canopy areas generally. All associated clearing is shown on the plan. The applicant will limit clearing to the extent necessary for the proposed development areas. Additionally, the applicant proposes to provide new landscaped areas with trees and other woody vegetation in conformance with the approved Common Development Plan. Based on these supporting facts, the staff recommends approving the requested waiver.*

Review Standards from Section 4.2 of the Town of Brunswick Zoning Ordinance

4.1 Applicability of Property Development Standards

The subject property is located within the GR1 Zoning District. The Brunswick Landing Venture subdivision contains the Shoreland Protection Overlay (SPO); however, the proposed development does not occur within the SPO. The more restrictive standards of the SPO do not apply within the proposed development area.

The Brunswick Landing Master Homeowners Association and amendment documents were provided to the Planning Board during previous reviews of the Brunswick Landing Ventures Subdivision. The applicant does not propose to amend these documents. *The Board finds that the provisions of Section 4.1 are satisfied.*

4.2 Dimensional and Density Standards

The plan entitled, "Site Development Plan" prepared by Sitelines on Plan Sheet C4, dated August 8, 2020 indicates the proposed subdivision of Lot 1 and 8 of the Brunswick Landing Venture Subdivision meets the required dimensional and density limits for the GR1 Zoning District and the approved CDP. *The Board finds that the provisions of Section 4.2 are satisfied.*

4.3 Natural and Historic Areas

- 4.3.1 Mapping of Natural and Historic Areas Requirements. Freshwater wetlands are depicted on the site plans. The Shoreland Protection Overlay (SPO) is depicted on the site plan. All proposed activities will avoid direct impacts to the SPO and wetlands. Based on the information provided, the applicant avoided the associated features important to the natural, scenic, and historic character of the Town or that add to the visual quality of the development to the greatest extent practicable.
- 4.3.2 Pollution. The development will be implemented and monitored in accordance with State and Federal laws governing said lands. The applicant will take into account the actions necessary to comply with the BNAS Land Use Controls Implementation Plan, as amended. The proposed activity is subject to Site Location of Development Act (Site Law) licensing standards which include an evaluation of water and air pollution by technical staff. All stormwater management plans associated with the development will be evaluated by the Maine Department of Environmental Protection (DEP) pursuant the Stormwater Management Law treatment requirements for Urban Impaired Streams. Based on the information provided, the proposed development will not result in undue water or air pollution.
- 4.3.3 Protection of Natural Vegetation. The proposed development is located partly in existing developed land but will result in some removal some trees and other vegetation as shown on the plan. Staff note the constraints of the development area and associated utility connections within the subject parcel were considered by the applicant to maximize the preservation of natural landscape features. The proposed development was not found to occur within or cause harm to land not suitable for development and will not have an undue adverse effect on the area's scenic or natural beauty.

- 4.3.4 Protection of Significant Plant and Animal Habitat. The proposed development is not within the Wildlife Habitat Overlay, and no other mapped significant plant and animal habitats were identified during review. Therefore, the proposed development will not have an undue adverse effect on important plant and animal habitats identified by the Maine Department of Inland Fisheries and Wildlife or Town of Brunswick, or on rare and irreplaceable natural areas, such as rare and exemplary natural communities and rare plant habitat as identified by the Maine Natural Areas Program.
- 4.3.5 Steep Slopes: No steep slopes were identified on the subject parcel.
- 4.3.6 Erosion and Sedimentation. The proposed development is designed in accordance with the Maine Department of Environmental Protection's Best Management Practices (BMPs) to avoid causing unreasonable soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy situation results. An erosion and sedimentation control plan is provided.
- 4.3.7 Groundwater. As noted in subsection 4.3.2, the stormwater management plan is designed to meet the Maine DEP's BMP standards which avoid and minimize impacts to groundwater. Provided the stormwater management plans are approved by the Maine DEP as conditioned at subsection 4.5, the development will not, alone or in conjunction with existing activities, have an undue adverse effect on the quality or quantity of groundwater.
- 4.3.8 Surface waters, Wetlands, and Marine Resources. The plans and reports for stormwater management that were evaluated during review were prepared by qualified professionals. Based on the information provided, the proposed development will have no undue adverse effect on wetlands, waterbodies, and their shorelines within the watershed of the development site.
- 4.3.9 Historic and Archeological Resources. The application indicates the proposed development area was previously disturbed by Department of the Navy activities and no historic or archaeological resources were identified. Based on the available information, the proposed development will have no undue adverse effect on any historic or archeological resources.

The Board finds that the provisions of Section 4.3 are satisfied upon approval of the Site Law permit by Maine DEP.

4.4 Flood Hazard Areas

The proposed development is not located in a Flood Protection Overlay (FPO) District or Flood Hazard Area. *The Board finds subsection 4.4 is not applicable.*

4.5 Basic Municipal Services

The applicant provided evidence that basic municipal services can be provided for the development. Any changes to the existing stormwater management system will be coordinated with MRRA. Stormwater treatment for quantity and quality of existing and proposed development areas within the subject parcels will be to the satisfaction of the Maine DEP which meet or exceed Brunswick's stormwater treatment standards. Solid waste impact fees are not required for each proposed house lot development. *The Board finds that the provisions of Section 4.5 are conditionally*

satisfied provided the stormwater management plans are approved by the Maine DEP pursuant to the state licensing standards described in subsection 4.3.

4.6 Landscaping

The proposed activity includes landscaping plans that conform to the landscaping standards in the approved CDP. As previously approved, the applicant is advised to work with the Town Arborist as planting plans are implemented for the CDP. Trees shall be selected from those listed in the Brunswick Tree Care Ordinance in Section 14-205 of the Brunswick Code of Ordinances or as determined acceptable by the Town Arborist for the landscaping plans and to the satisfaction of the Director of Planning and Development. The proposed landscaping will enhance the proposed structures, parking areas, and other site improvements and minimizes the development's effect on abutting properties. Existing topography and vegetation is maintained where practical. *The Board finds that the provisions of Section 4.6 are conditionally satisfied provided trees are selected from those listed in the Brunswick Tree Care Ordinance in Section 14-205 of the Brunswick Code of Ordinances or as determined acceptable by the Town Arborist for the landscaping plans and to the satisfaction of the Director of Planning and Development.*

4.7 Residential Recreation Requirements

The proposed development is required to pay recreational impact fees for new residential development. The applicant proposes to pay the recreation impact fees per lot. *The Board finds that the provisions of Section 4.7 are conditionally satisfied upon the acceptance of recreational facilities impact fees prior to the development of each house lot.*

4.8 Circulation and Access

The SRC reviewed the proposed layout and made no recommendations for additional traffic review. The proposed development is not anticipated to cause unreasonable congestion or unsafe conditions within the condominium parking lots or on roads currently owned by MRRA. *The Board finds that the provisions of Section 4.8 are satisfied.*

4.9 Parking and Loading

No loading areas are proposed. Driveways that meet Brunswick's parking standards are provided for all proposed residential units. *The Board finds that the provisions of Section 4.9 are satisfied.*

4.10 Lighting

The development area contains existing street lighting and no new street lights are proposed. Each residence is anticipated to have residential scale exterior lighting. *The Board finds that the provisions of Section 4.10 are satisfied.*

4.11 Architectural Compatibility

The applicant provided architectural renderings for the proposed buildings. The proposed design is compatible with other existing residential buildings in the Brunswick Landing Venture subdivision. *The Board finds that the provisions of Section 4.11 are satisfied.*

4.12 Neighborhood Protection Standards

The neighborhood protection standards are not applicable to the proposed residential development. *The Board finds that the neighborhood protection standards in Section 4.12 do not apply to the development.*

4.13 Signs

No signs are proposed at this time. *The Board finds that the provisions of Section 4.13 are not applicable.*

4.14 Performance Standards

No exceedance in Section 4.14 standards is proposed. *The Board finds that the provisions of Section 4.14 are satisfied.*

4.15 Site Feature Maintenance

As previously approved, staff recommend all existing site features are maintained in their existing state or updated in accordance with the CDP. The proposed development contains new site features such as landscaping and stormwater management systems. In accordance with Section 4.15 standards, this finding serves to advise the applicant that site features constructed or installed as required by this development approval must be maintained in good repair, and replaced if damaged or destroyed, or in the case of living materials, if they die or are effectively destroyed after installation. Site feature maintenance will be the responsibility of the landowner. The developer currently owns the subject parcel but intends to transfer all common land to a future homeowner's association. *The Board finds that the provisions of Section 4.15 are satisfied.*

4.16 Financial and Technical Capacity

Engineering and architectural plans were prepared for the applicant by technical consultants. A third-party financial institution provided documentation that the applicant's financial capacity is acceptable. The application demonstrates adequate financial and technical capacity to meet the standards of the proposed development. *The Board finds that the provisions of Section 4.16 are satisfied.*

4.17 Administrative Adjustments / Alternative Equivalent Compliance

No administrative adjustment is proposed by the applicant at this time. *The Board finds that the provisions of Section 4.17 are not applicable.*

DRAFT MOTIONS
CASE #20-028

Motion 2: That the requested waiver for profiles of underground utilities, and locating trees over 10 inches is approved.

Motion 3: That the Final Plan is approved with the following conditions:

1. That the Board's review and approval does hereby refer to these findings of fact, the plans and materials submitted by the applicant and the written and oral comments of the applicant, his representatives, reviewing officials, and members of the public as reflected in the public record. Any changes to the approved plan not called for in these conditions of approval or otherwise approved by the Director of Planning and Development as a minor modification shall require a review and approval in accordance with the Brunswick Zoning Ordinance.
2. That prior to the issuance of a building permit for each house unit, recreation facilities impact fees shall be provided to the satisfaction of the Director of Planning and Development.
3. That prior to the start of construction, the Maine DEP approved Site Law permit shall be provided to the Director of Planning and Development.
4. Prior to the issuance of a building permit, trees shall be selected from those listed in the Brunswick Tree Care Ordinance in Section 14-205 of the Brunswick Code of Ordinances or as determined acceptable by the Town Arborist for the landscaping plans and to the satisfaction of the Director of Planning and Development.

From: [Matt Panfil](#)
To: [Alison Harris](#); [Bill Dana](#); [Charlie Frizzle](#); [Jane Arbuckle](#); [Jared Woolston](#); [Jeff Hutchinson](#); [Julie Erdman](#); [M. Kelly Matzen](#); [Matt Panfil](#); [Rob Burgess](#); [Sally Costello](#); [Sande Updegraph](#); [Tonya Jenusaitis](#)
Subject: Next Meeting Date and Other Information
Date: Monday, September 14, 2020 10:54:50 AM

Good morning:

Please note that the next meeting is ***Tuesday, September 22, 2020***. The Town Attorney advised against having a special meeting for a public hearing where we would be unable to meet the required notification deadlines (newspaper ad would not have run in time).

Also, there has been a lot of discussion as to how the Zoning Ordinance and potential changes impact development applications (including Brunswick Landing Village Phase II and Jordan Crossing). I've included some information below based on questions we have received about the process in general as well as certain questions pertaining to BLV Phase II:

1. The applicant (BLV Phase II) has requested a waiver from the requirement to provide, "a plan showing all ten (10) inch caliper trees to be removed as a result of the development proposal." They have **NOT** requested a waiver from planting street trees. Their plans indicate one street tree per home (see plans and SRC notes).
2. The Planning Board can make recommendations, but cannot require specific recreation amenities (the Town has opted to use Recreation Facilities Impact Fees in lieu of requiring a certain amount of open space, etc. per development). The applicant has the option of providing recreation space and amenities, but that is subject to Recreation Commission review.
3. We do not have a minimum driveway length in the Zoning Ordinance (I will double check with Ryan B., see Item 4 below for the Town's regulation of driveways). Usually driveway length is determined in part by setbacks and in part by the parking demand. For example, if a proposed single-family home has only a one car garage, their driveway must be long enough to accommodate at least one other parking space (minimum 2 parking spaces for dwelling units with more than 2 bedrooms).
4. Driveway length and width is regulated by the Town Engineer and the Municipal Code of Ordinances Chapter 14 – Streets, Sidewalks, and Other Public Places.
5. The Zoning Ordinance's parking standards require a minimum of two parking spaces for every dwelling unit with two or more bedrooms. Page 6 of the August 4, 2020 cover letter provided by Sitelines (BLV Phase II) states that two garage and two driveway parking spaces have been provided for each unit. It could be considered redundant, but the Planning Board may ask the applicant to go on the record stating there will be at least four (two garage and two driveway) parking spaces if meeting parking demand is a concern.
6. Vesting means that the applicant has reached a point in the development review process that

they now have the right to the development of a property based on the specific plan submitted. It means that these rights cannot be altered or denied by retroactive legislation. The Zoning Ordinance states that a proposal is vested once an application is determined to be complete by the Review Authority (I would have to check with Kristin for this specific instance as it is unclear to me if this means when staff determines it to be complete to move forward on the development review schedule or when the Planning Board passes a motion that the application is complete). A suggestion for the proposed development review timeline text amendments was to make it clear vesting begins when staff determines the application is complete.

7. As a follow-up to Item 6 above, vesting essentially means that the Planning Board **CANNOT** change the rules after the application has been submitted. Again, I would need to check with the Town Attorney before saying anything with 100% confidence, but I can say our practice has been once we receive an application and have begun the development review process, we will use whatever code was in place at the time of submission. To be honest, changing the zoning after a submission to render the application nonconforming is not a recommended practice as it raises legal questions pertaining to the legitimacy and predictability of our Zoning Ordinance and raises ethical questions for us planners.
8. An applicant can withdraw their application at any time, pending amendments or not.
9. Section 4.15.1 of the Zoning Ordinance is fairly clear that the site maintenance provision applies only to what is required by the approval and cannot be expanded to elements outside the scope of the specific application. If for example a parking lot is new construction that was required to meet the Zoning Ordinance or other standards as part of the approval process, then yes, it applies.

Remember, please DO NOT REPLY ALL on this email, but feel free to contact me directly with any questions or concerns.

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

www.brunswickme.org

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](#)

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
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From: Christopher Watkinson <cwatkinson@brunswickme.org>
Sent: Tuesday, August 25, 2020 2:09 PM
To: Matt Panfil <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

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
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From: Christopher Watkinson <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>

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:

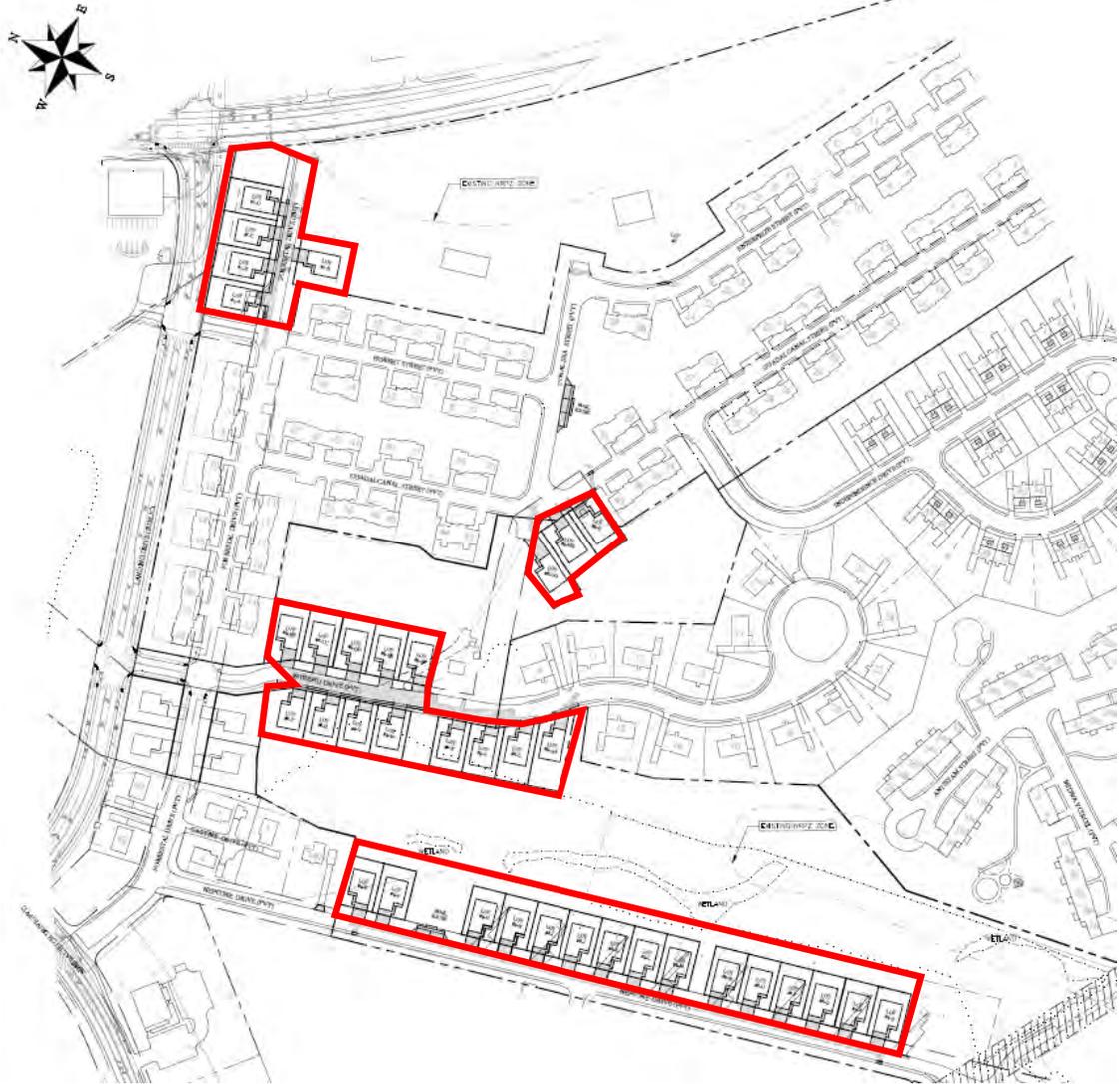
- A. What is being proposed is compliant with the Zoning Ordinance for density of units, and

<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*

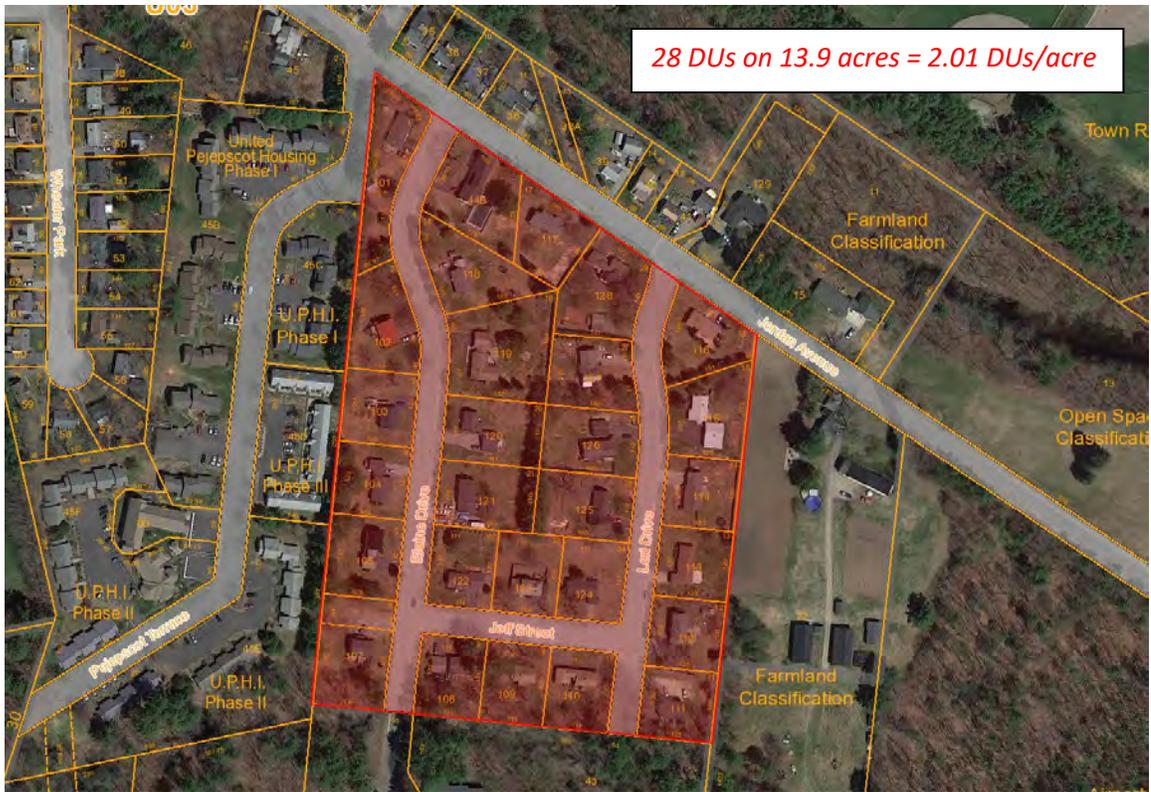


Please note that this is proposed as an open space development and there is flexibility on some of the dimensional standards such as lot area in exchange for providing land for conservation. The Town actively encourages this type of development through open space density bonuses (although the applicant 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.

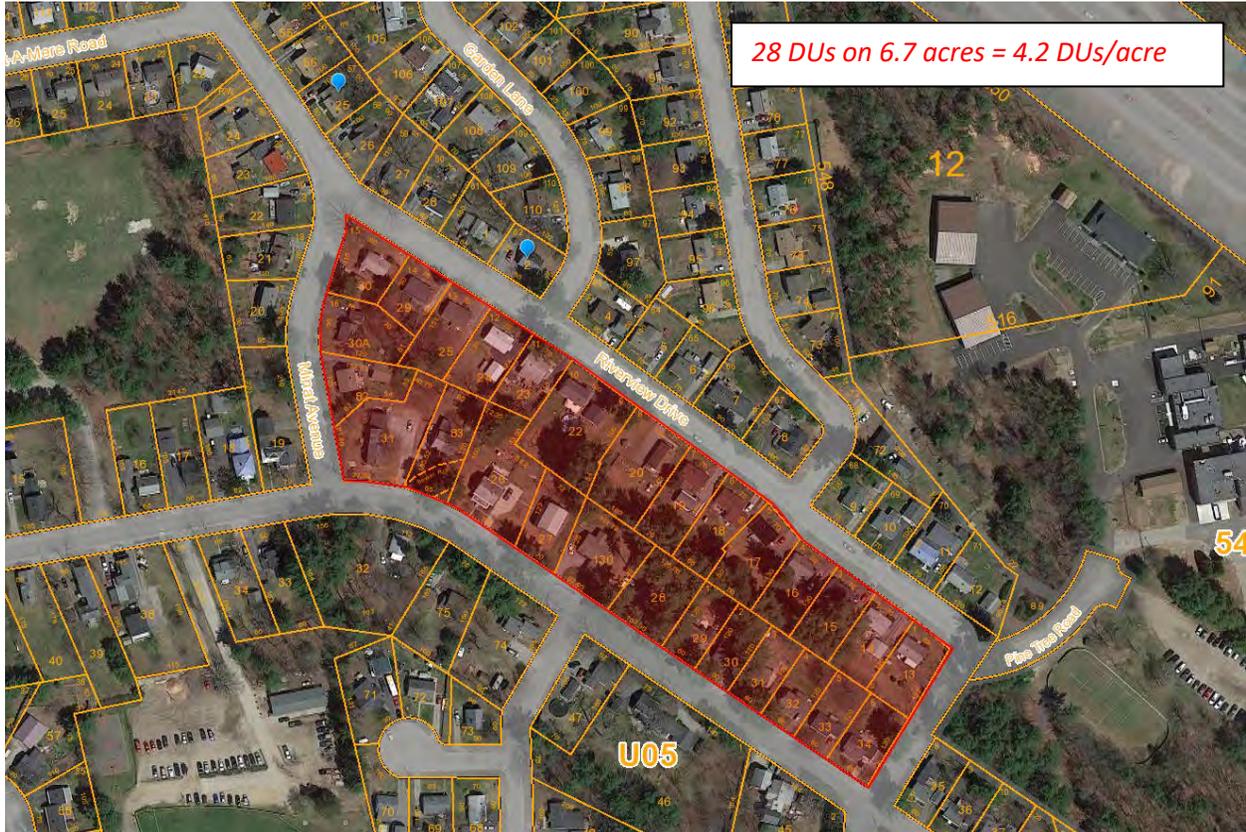


b. Wheeler Park Neighborhood, Southwest of Jordan Crossing:



c.

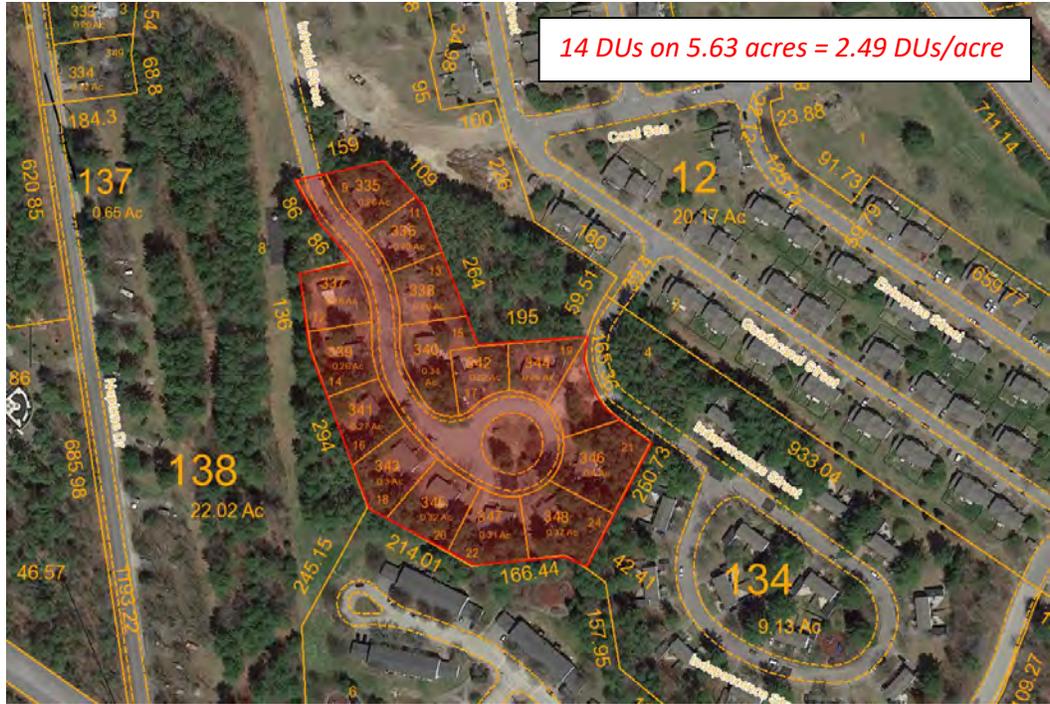
d. Jordan Ave. / Riverview Drive Block:



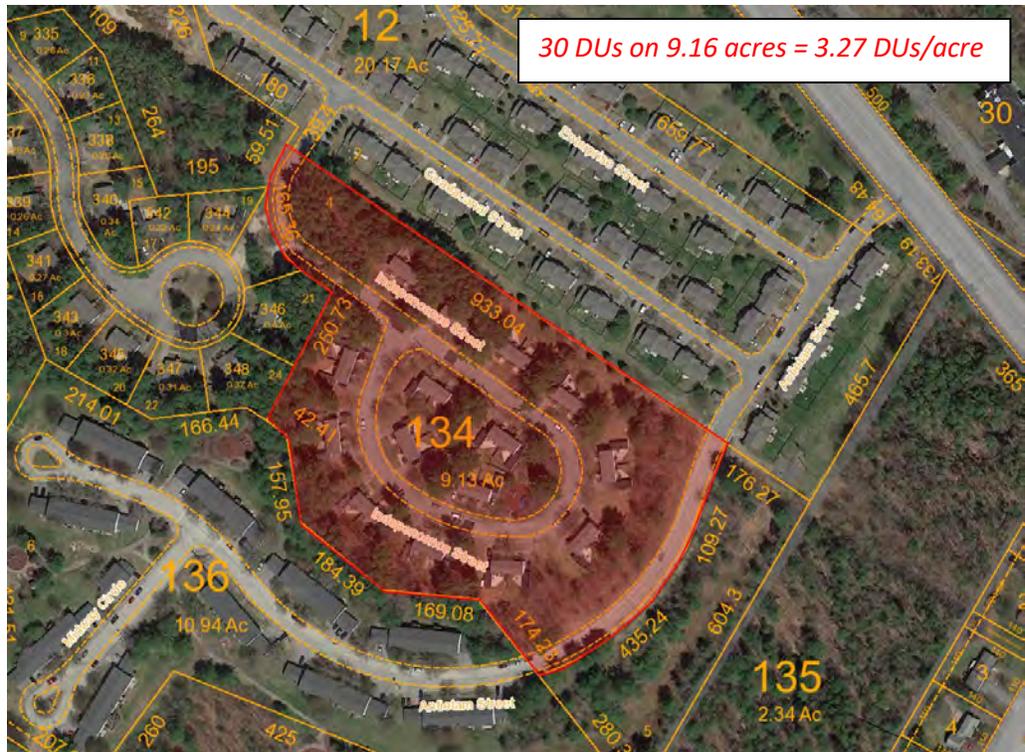
Please note that the three study areas do not appear to have any site restrictions such as wetlands that would reduce their developable site area. Also, there are not any neighborhoods to the immediate south or east of Jordan Acres due to the Aircraft Approach Overlay Zone.

2. BRUNSWICK LANDING VILLAGE PHASE II:

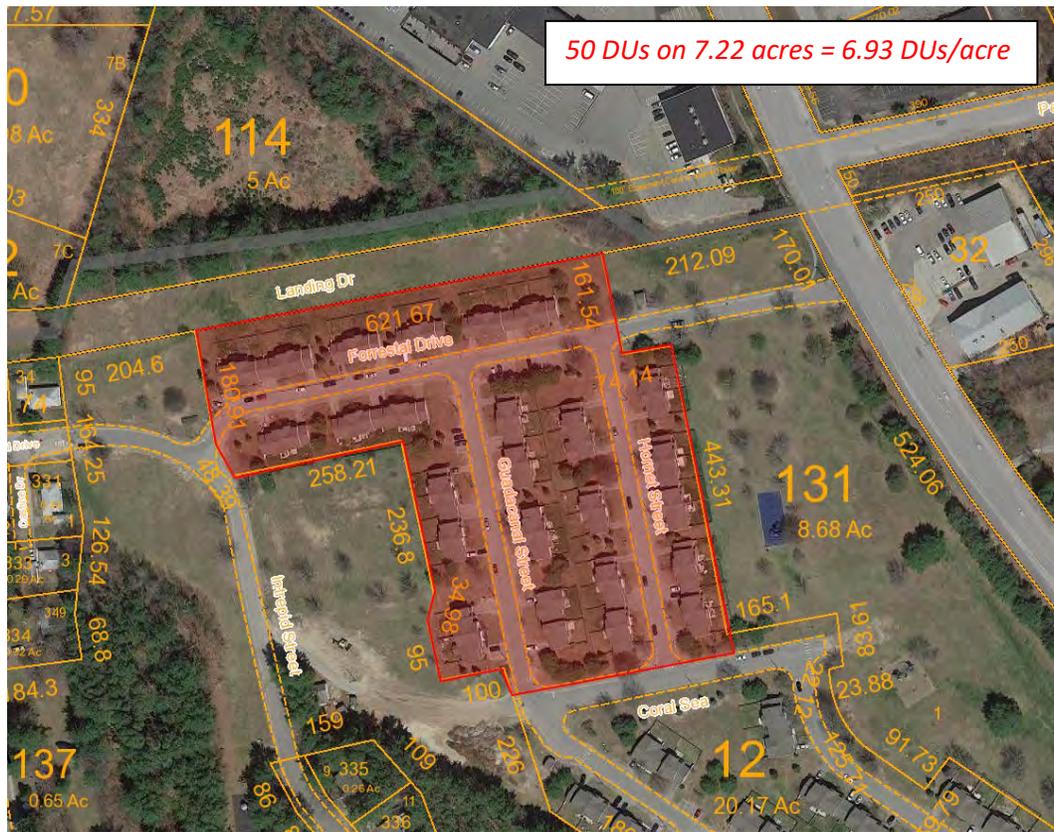
a. Intrepid Street:



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

Thank you!

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

Sent from my iPhone

Begin forwarded message:

From: Denise Lynch <lynchdenise52@yahoo.com>
Date: August 26, 2020 at 11:11:12 AM EDT
To: Christopher Watkinson <cwatkinson@brunswickme.org>, Matt Panfil <mpanfil@brunswickme.org>, Darren Wallach <darrenwallach@hotmail.com>, Mark Sturgeon <mgsturgeon@gmail.com>, 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 37th 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 25th.

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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Attachment C	Abutting Property Owners
Attachment D	Photographs
Attachment E	Supporting Documents
Attachment F	Supporting Graphics
Attachment G	Wetlands
Attachment H	Architecture
Attachment I	Subdivision Plan



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

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 the 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.

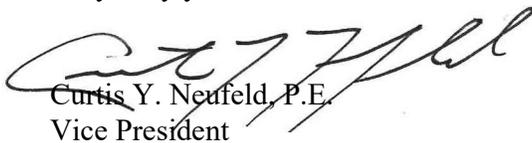
The design team, led by Sitelines, PA, has extensive experience (since 1989) planning, designing, and gaining approvals for commercial projects throughout the state, including multiple projects located in the Town of Brunswick.

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.

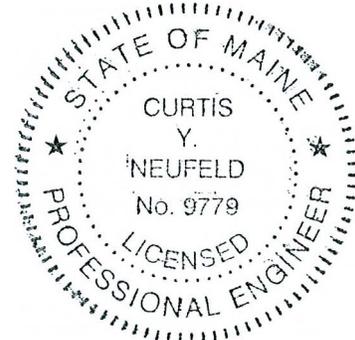
We look forward to presenting the project to the Planning Board at their August 25, 2020 meeting for review and approval. Should you have any questions, please call or contact me at cneufeld@sitelinespa.com.

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**):

- Minor Development Review**
- Major Development Review: **Sketch Plan**
- Major Development Review: **Final Plan**
- Major Development Review: **Streamlined Final Plan**

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?

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

13. Brief description of proposed use/subdivision: _____

14. Describe specific physical improvements to be done: _____

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
General	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			
Survey, Topography, & Existing Conditions	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			
Survey, Topography, & Existing Conditions	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
Infrastructure - Proposed	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.			
Infrastructure - Proposed	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			
Proposed Development Plan	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
Proposed Development Plan	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

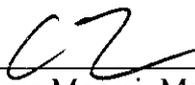
fences depicted on the Plan, to the extent that the fences extend beyond the boundary lines, and to use and enjoy the area contained within those fences for ordinary recreational purposes.

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 1st day of ~~October~~ Nov., 2018.

Witness:

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



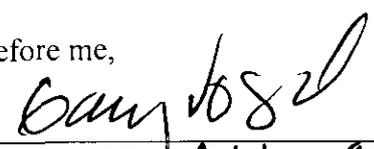
By: 
_____ Cross Mocerri, Manager

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



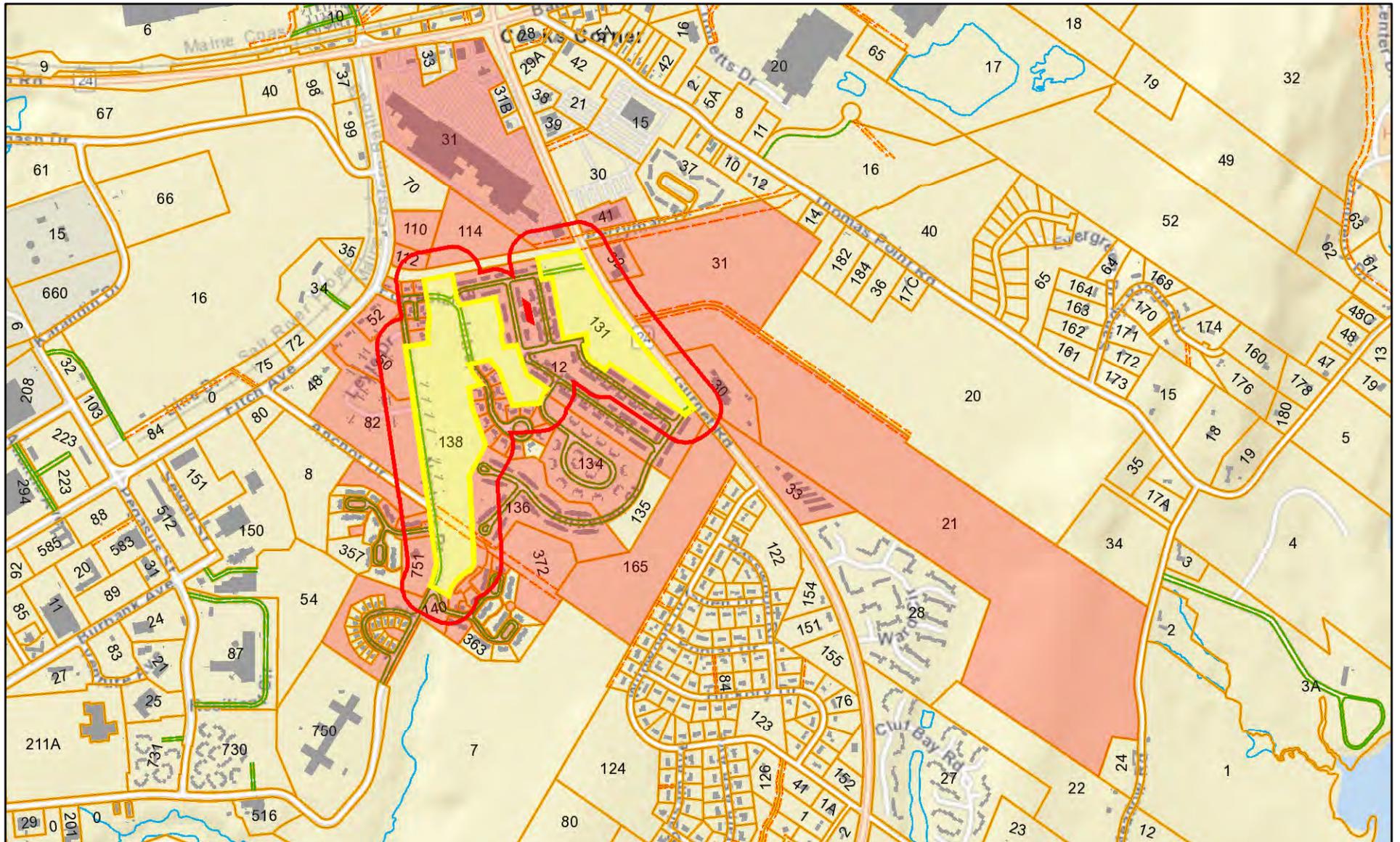
200 Ft. Abutters Map

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



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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 Forrestral (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 Forrestal 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
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

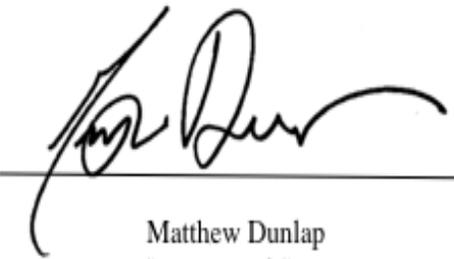
State of Maine



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.



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.



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

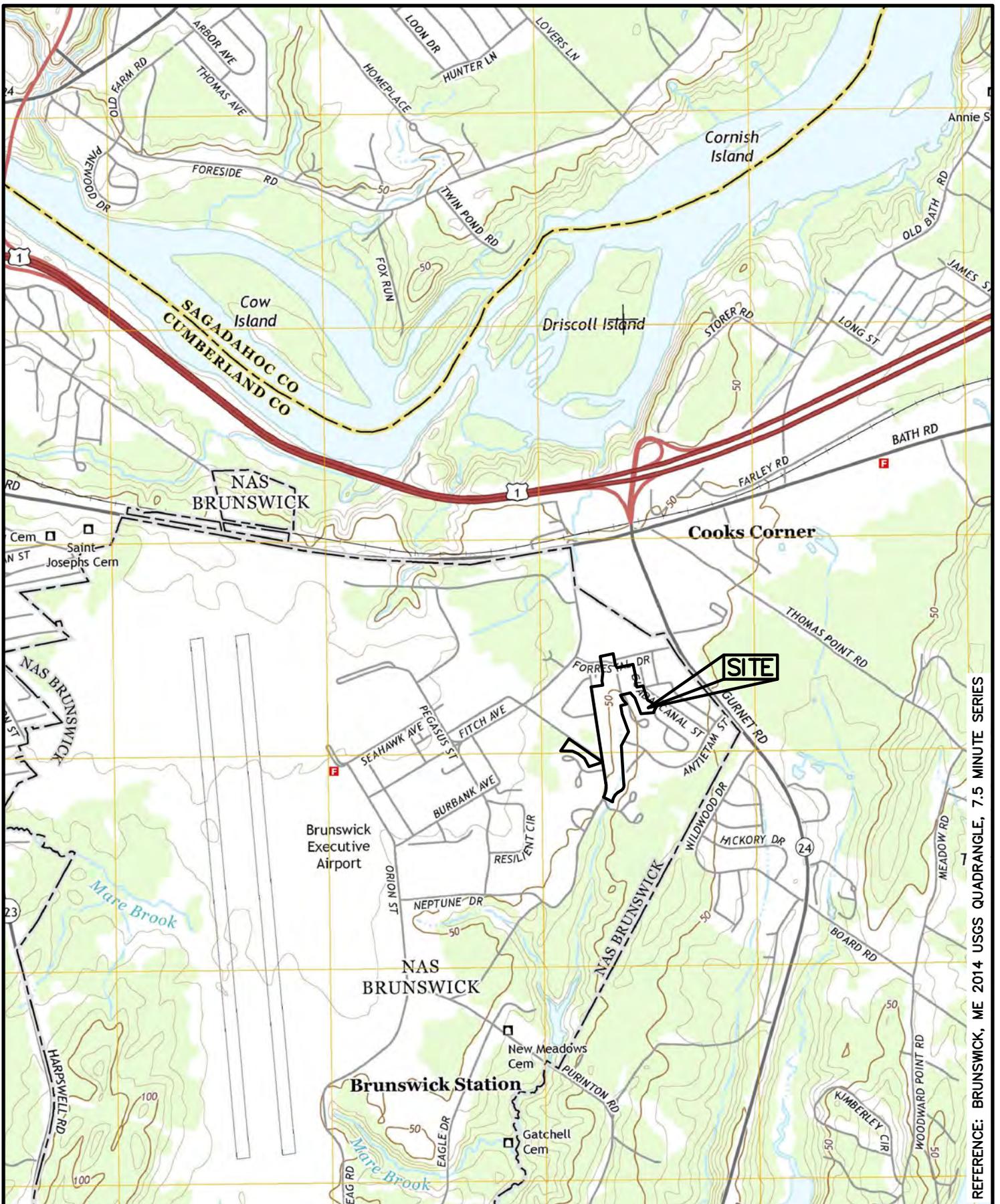
Matthew Dunlap
Secretary of State

Additional Addresses

Legal Name	Title	Name	Charter #	Status
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.



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

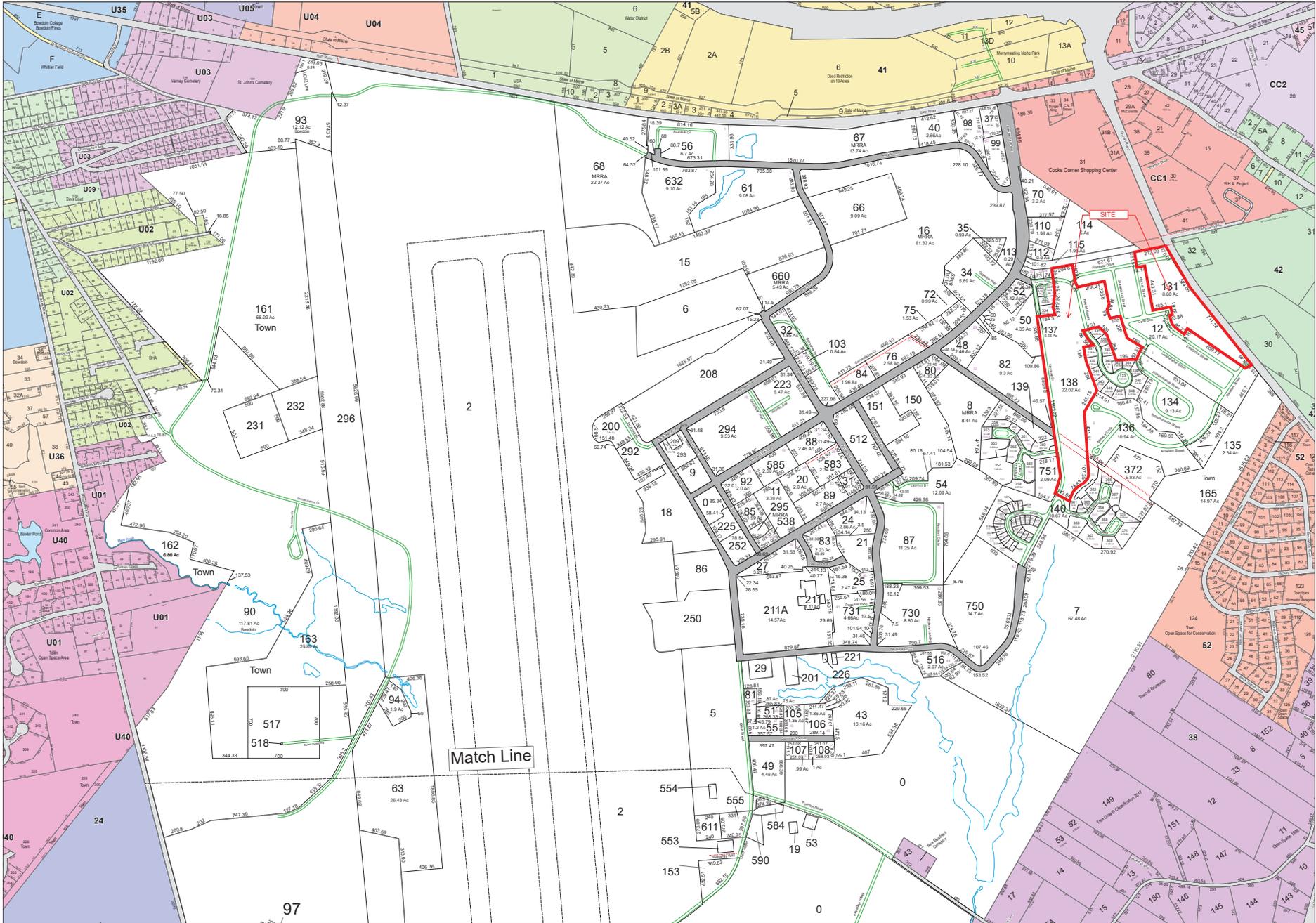
Revised To: April 1, 2019

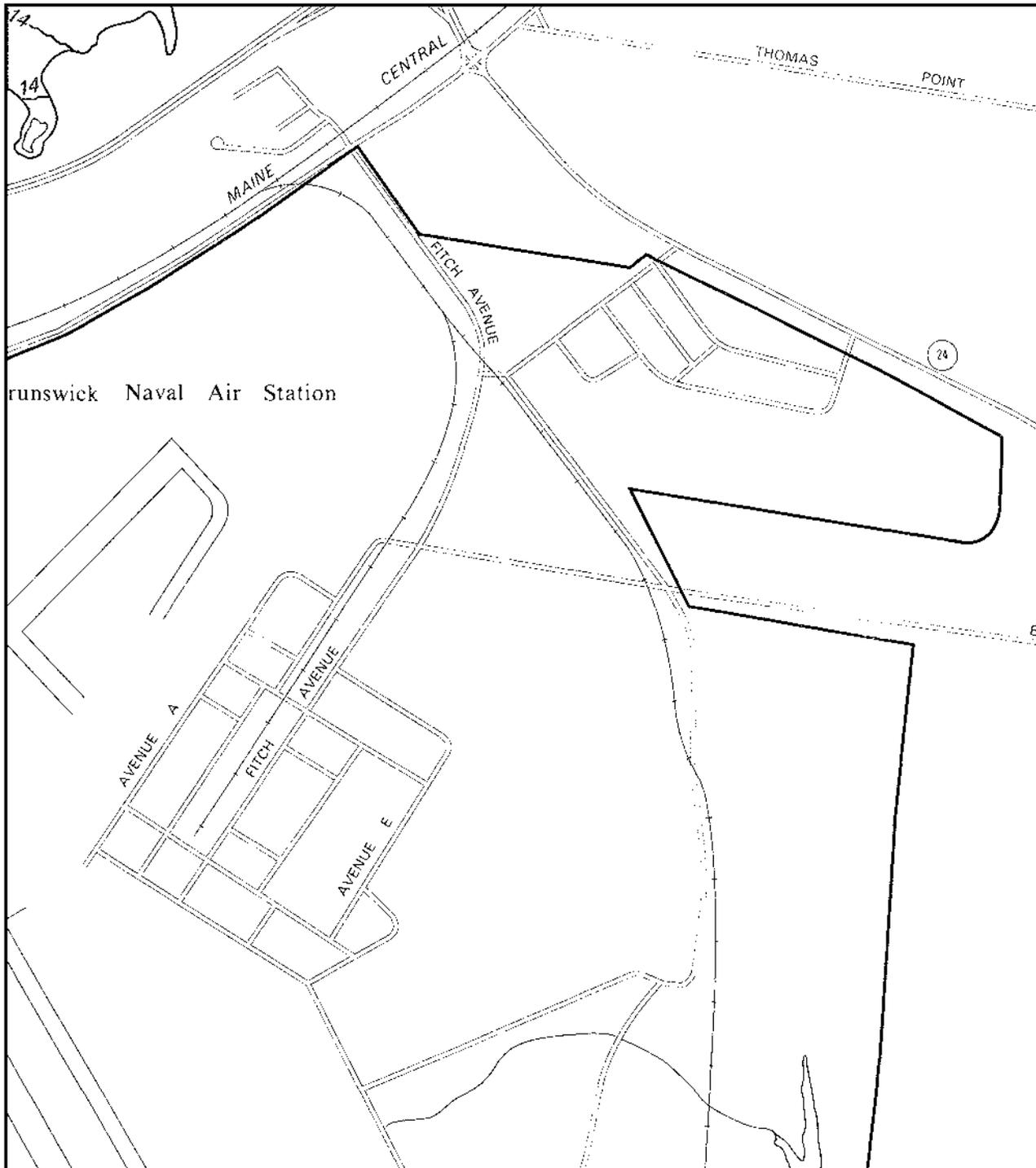
Maps Prepared by:
Town of Brunswick

Revised and Reprinted By:



MAP
40-1





APPROXIMATE SCALE



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

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 projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84



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%
Totals for Area of Interest		125.6	100.0%

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

Cumberland County, Maine

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 3 inches, dark-brown (10YR 4/3) fine sandy loam; weak, fine, granular structure; very friable; many roots; medium acid; abrupt, smooth boundary.
- B21—3 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 pedis; 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 pedis; 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	(¹)	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	(¹)	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	(¹)	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

		TEST PIT LOG		Test Pit #	TP-1
		Project: Brunswick Landing Forrestal 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	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					

		TEST PIT LOG		Test Pit #	TP-2
		Project: Brunswick Landing 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					

		TEST PIT LOG		Test Pit #	TP-3
		Project: Brunswick Landing Forrestal 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	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					

		TEST PIT LOG		Test Pit #	TP-4
		Project: Brunswick Landing 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					
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					

		TEST PIT LOG		Test Pit #	TP-5
Contractor:		Project:		Project #:	
Equipment:		Brunswick Landing		Groundwater:	
Staff:		Coral Sea St at Guadalcanal St.			
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	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					

		TEST PIT LOG		Test Pit #	TP-6
		Project: Brunswick Landing Intrepid St		Project #:	
				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	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					

		TEST PIT LOG		Test Pit #	TP-7
		Project: Brunswick Landing 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					

		TEST PIT LOG		Test Pit #	TP-8
		Project: Brunswick Landing 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					

		TEST PIT LOG		Test Pit #	TP-9
		Project: Brunswick Landing 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 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					

		TEST PIT LOG		Test Pit #	TP-10
		Project: Brunswick Landing 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					

		TEST PIT LOG		Test Pit #	TP-11
		Project: Brunswick Landing 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			

		TEST PIT LOG		Test Pit #	TP-12
		Project: Brunswick Landing 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)	DESCRIPTION				
	ENGINEERING		GEOLOGIC/GENERAL		
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					

		TEST PIT LOG		Test Pit #	TP-13
		Project: Brunswick Landing 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				

		TEST PIT LOG		Test Pit #	TP-14
		Project: Brunswick Landing 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)	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					

		TEST PIT LOG		Test Pit #	TP-15
		Project: Brunswick Landing 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



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



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

CLIENT:
PROJECT:

SITELINES
BRUNSWICK LANDING



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

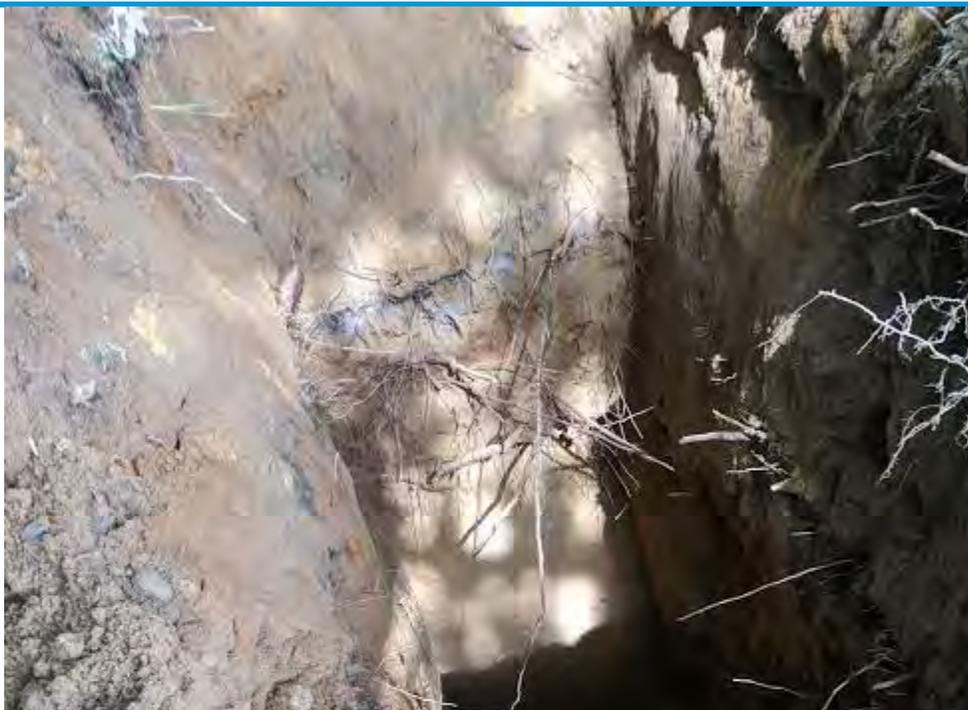


Photo No. 8

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

	Photo No. 9
	Photo Date: June 9, 2020
	Site Location: Test Pit 15 off Intrepid St
	Description: 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.
	Photo By: MAD

	Photo No.
	Photo Date:
	Site Location:
	Description:
	Photo By:



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

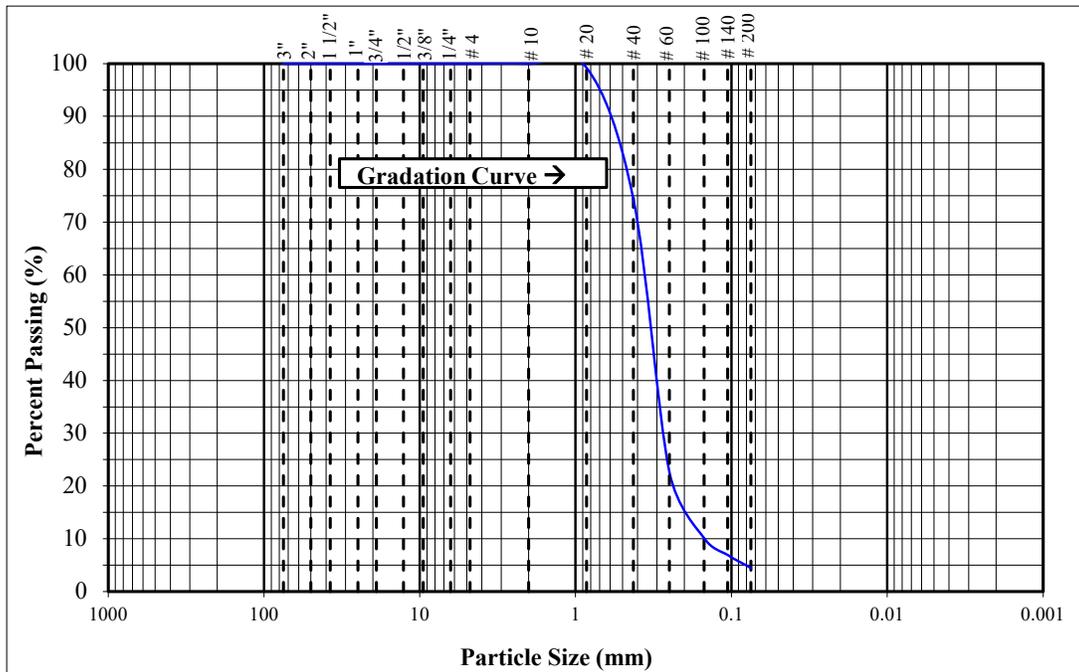
PROJECT #: 20199
 EXPLORATION #: TP-2
 SAMPLE #: S-1
 SAMPLE DEPTH: 1' - 3'
 TEST DATE: 7/16/2020

TEST PROCEDURE

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

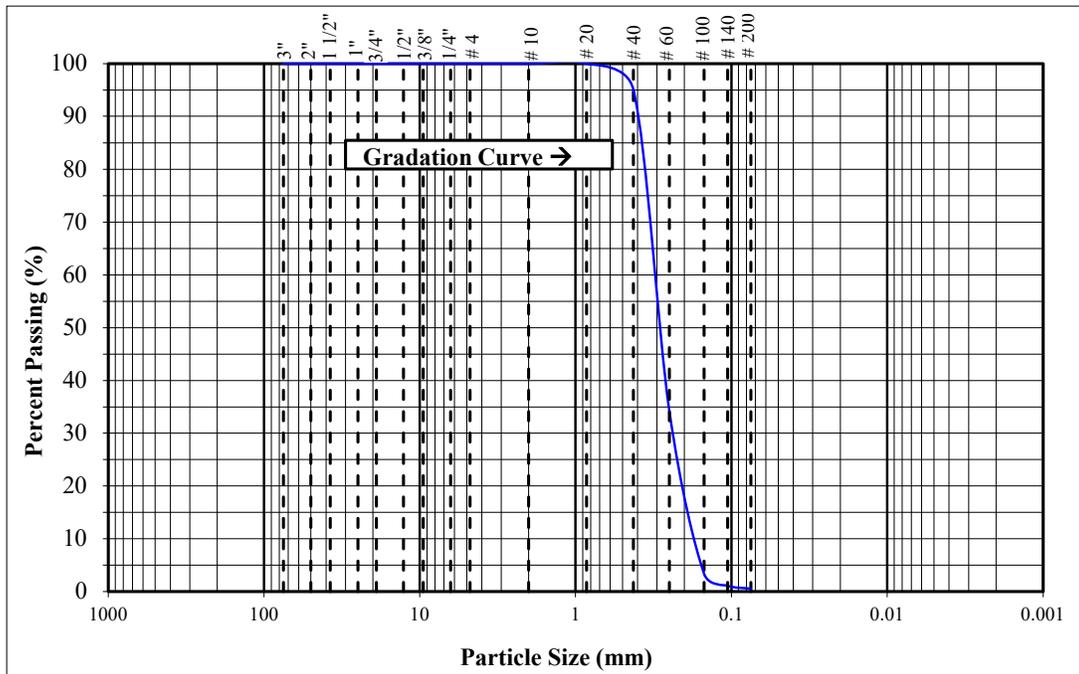
PROJECT #: 20199
 EXPLORATION #: TP-3
 SAMPLE #: S-1
 SAMPLE DEPTH: 2.5'
 TEST DATE: 7/16/2020

TEST PROCEDURE

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

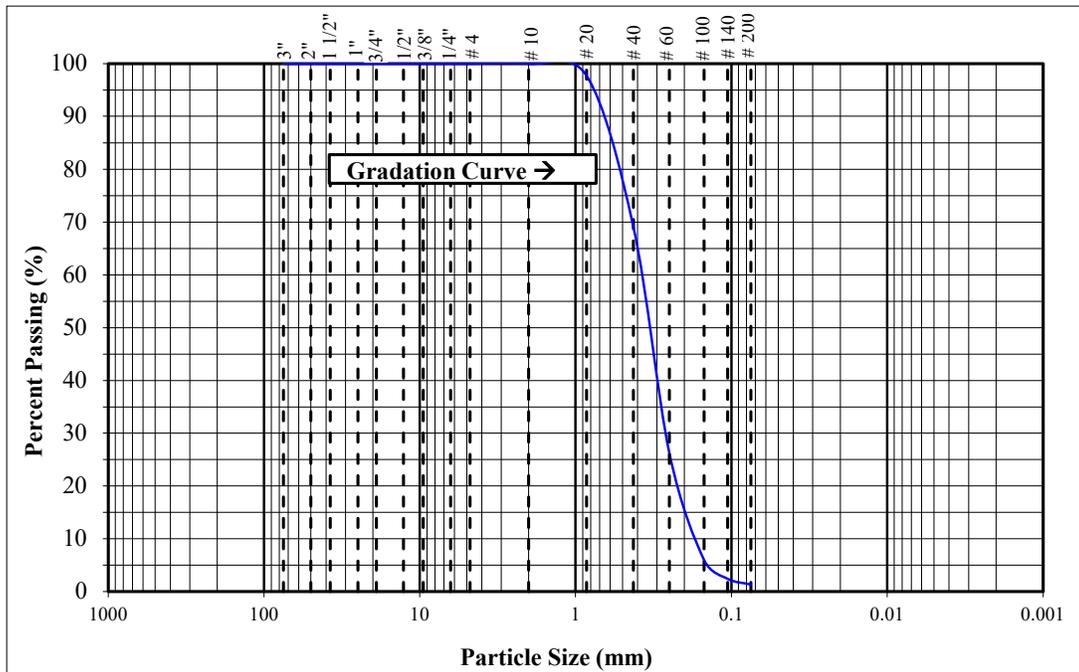
PROJECT #: 20199
 EXPLORATION #: TP-4
 SAMPLE #: S-1
 SAMPLE DEPTH: 3'
 TEST DATE: 7/16/2020

TEST PROCEDURE

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

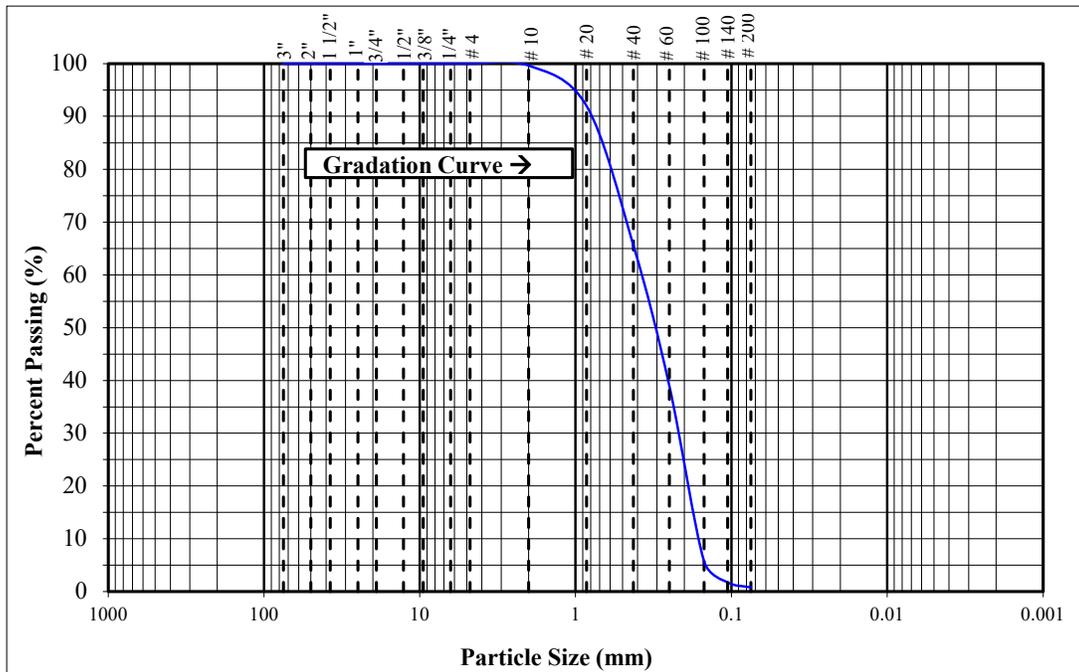
PROJECT #: 20199
 EXPLORATION #: TP-5
 SAMPLE #: S-1
 SAMPLE DEPTH: 3' - 3.5'
 TEST DATE: 7/16/2020

TEST PROCEDURE

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

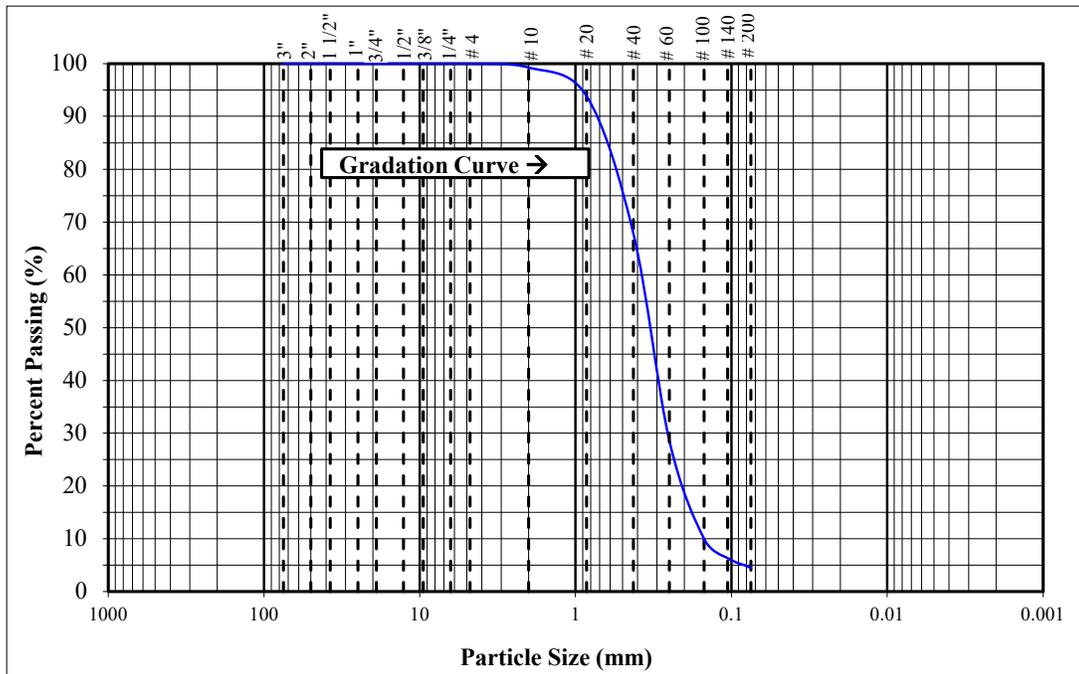
PROJECT #: 20199
 EXPLORATION #: TP-6
 SAMPLE #: S-1
 SAMPLE DEPTH: 1.5' - 2.5'
 TEST DATE: 7/16/2020

TEST PROCEDURE

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

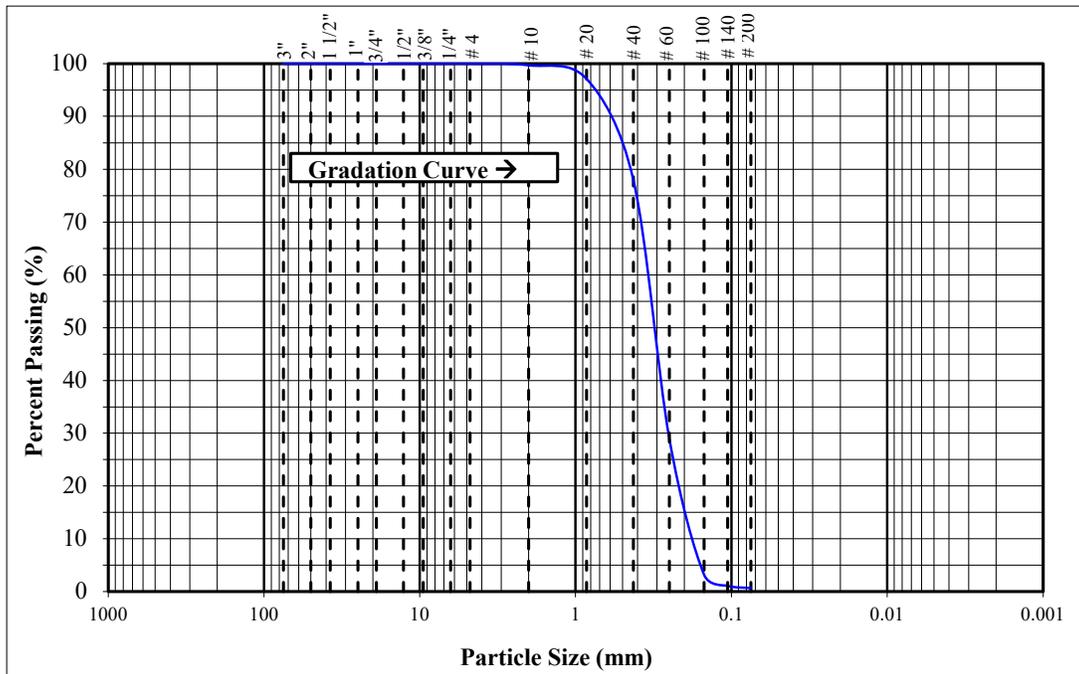
PROJECT #: 20199
 EXPLORATION #: TP-7
 SAMPLE #: S-1
 SAMPLE DEPTH: 2.5' - 3'
 TEST DATE: 7/16/2020

TEST PROCEDURE

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

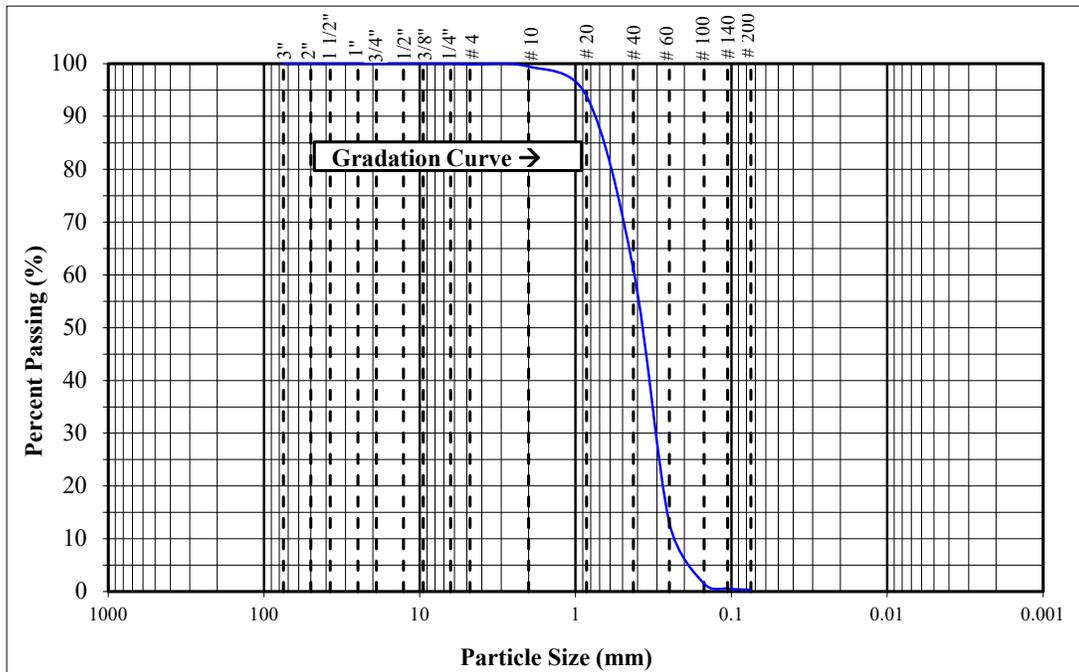
PROJECT #: 20199
 EXPLORATION #: TP-9
 SAMPLE #: S-1
 SAMPLE DEPTH: 2'
 TEST DATE: 7/16/2020

TEST PROCEDURE

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

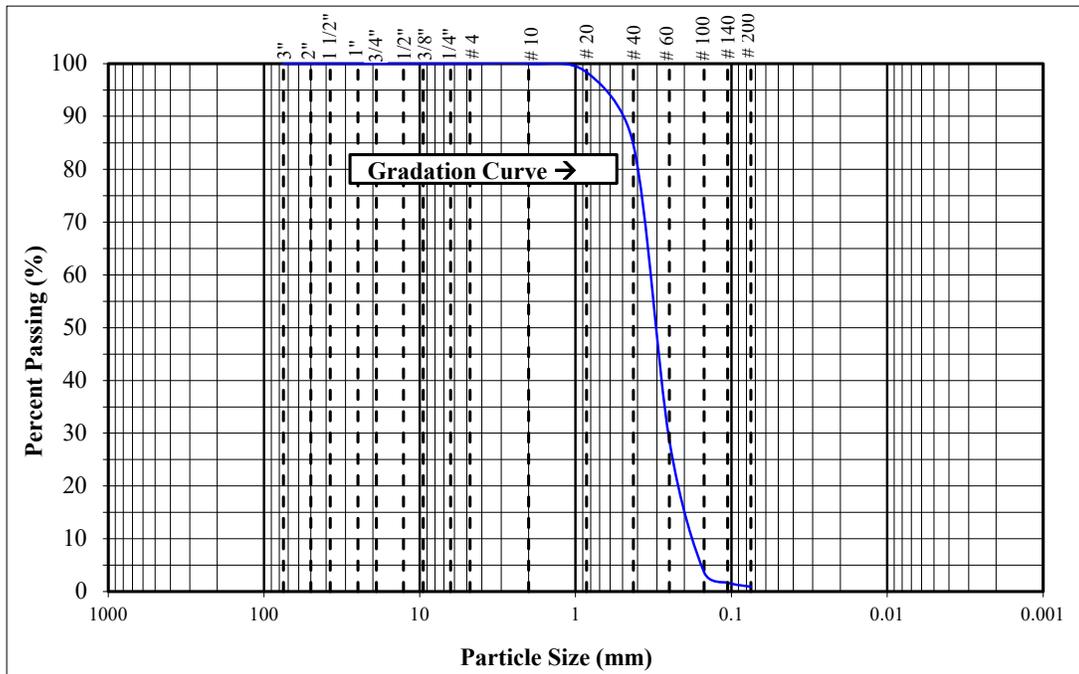
PROJECT #: 20199
 EXPLORATION #: TP-10
 SAMPLE #: S-1
 SAMPLE DEPTH: 2' - 3'
 TEST DATE: 7/16/2020

TEST PROCEDURE

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

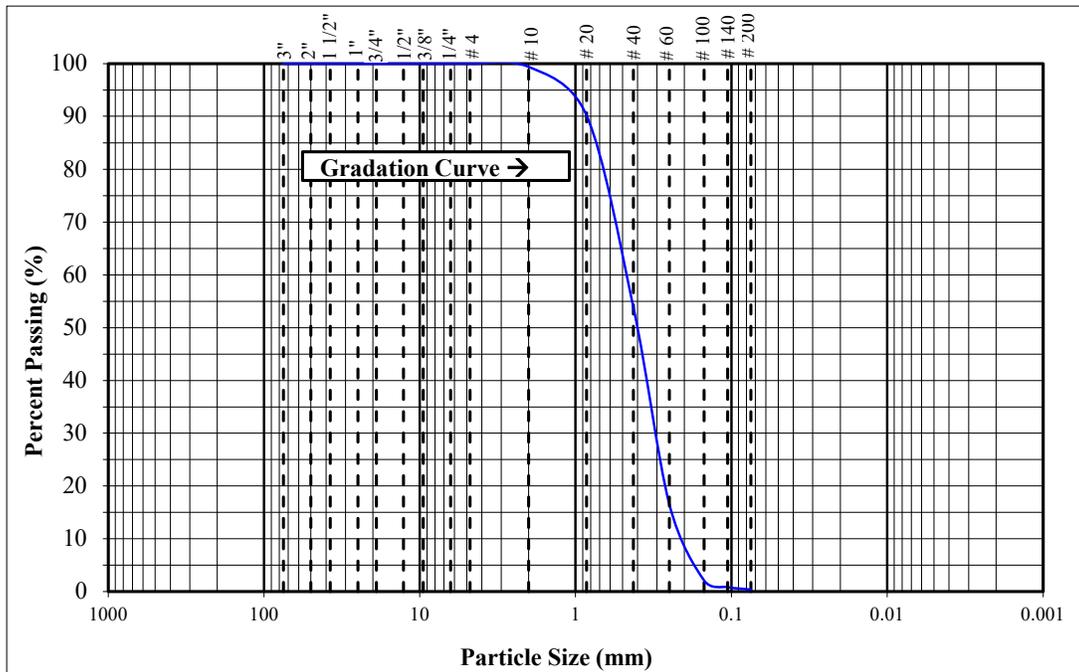
PROJECT #: 20199
 EXPLORATION #: TP-11
 SAMPLE #: S-1
 SAMPLE DEPTH: 4'
 TEST DATE: 7/16/2020

TEST PROCEDURE

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

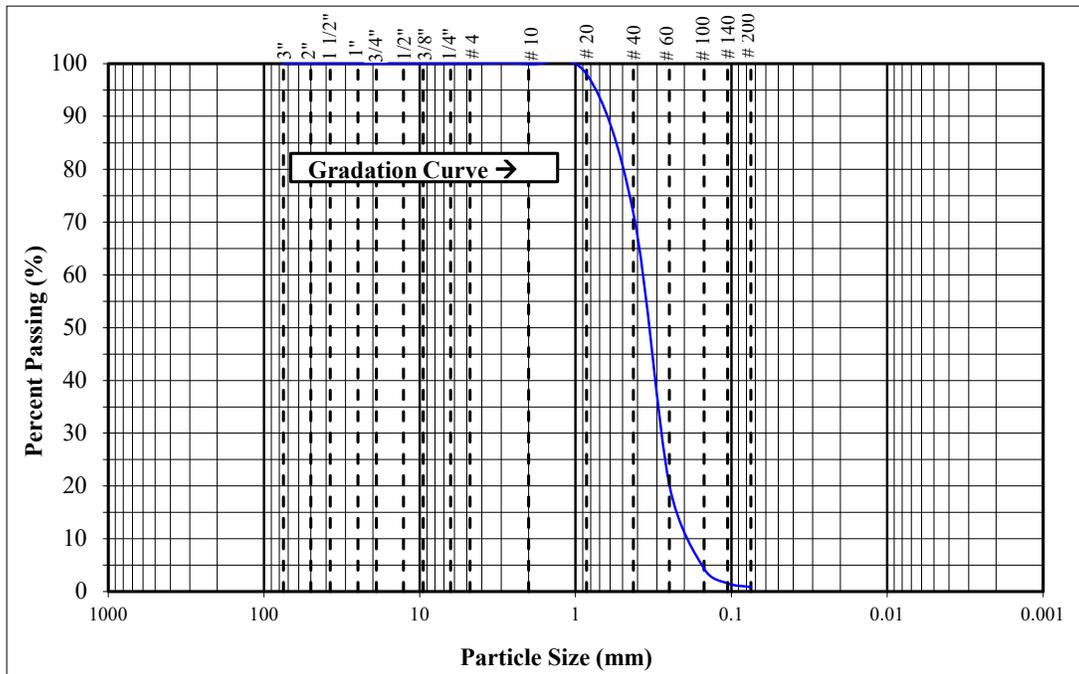
PROJECT #: 20199
 EXPLORATION #: TP-12
 SAMPLE #: S-1
 SAMPLE DEPTH: 4'
 TEST DATE: 7/16/2020

TEST PROCEDURE

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

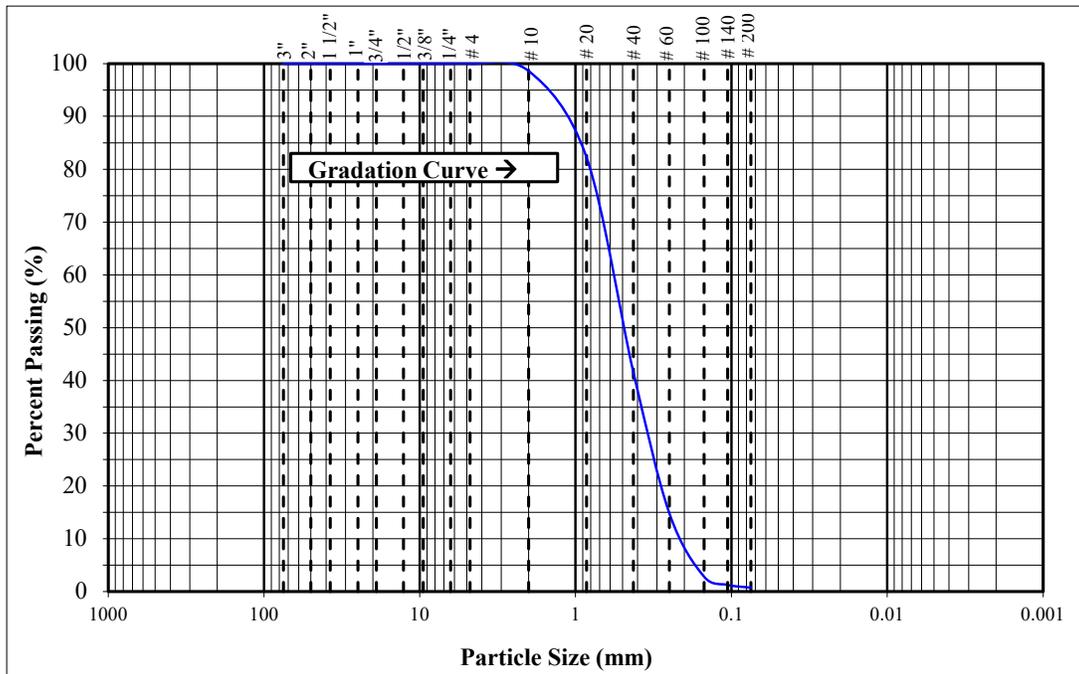
PROJECT #: 20199
 EXPLORATION #: TP-13
 SAMPLE #: S-1
 SAMPLE DEPTH: 4.5'
 TEST DATE: 7/16/2020

TEST PROCEDURE

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

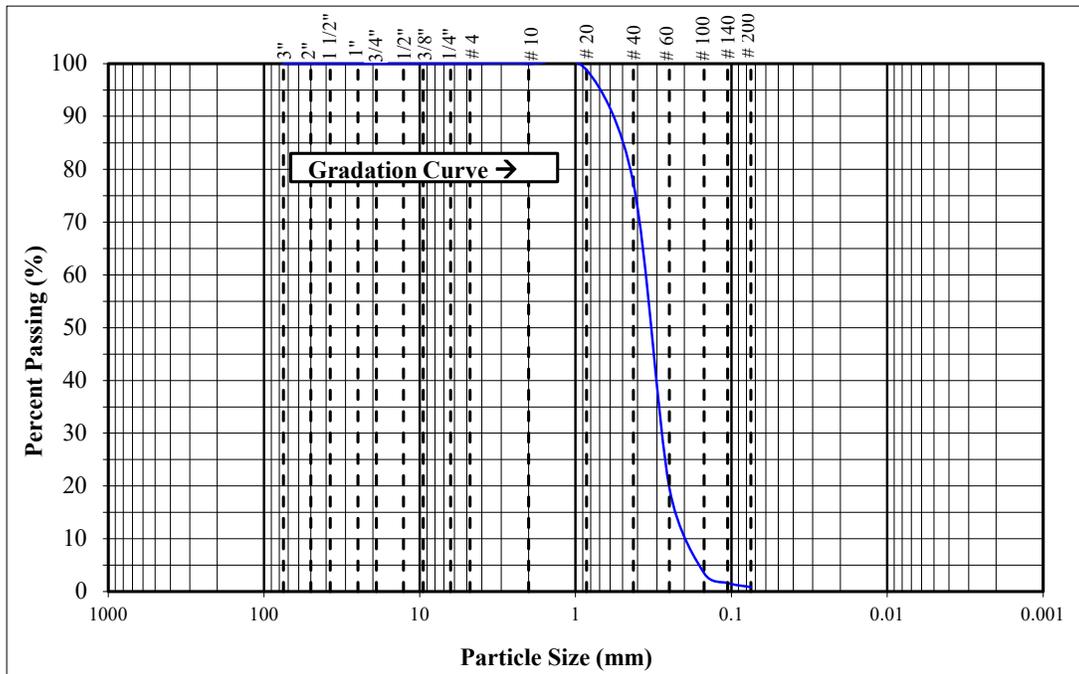
PROJECT #: 20199
 EXPLORATION #: TP-14
 SAMPLE #: S-1
 SAMPLE DEPTH: Unknown
 TEST DATE: 7/16/2020

TEST PROCEDURE

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

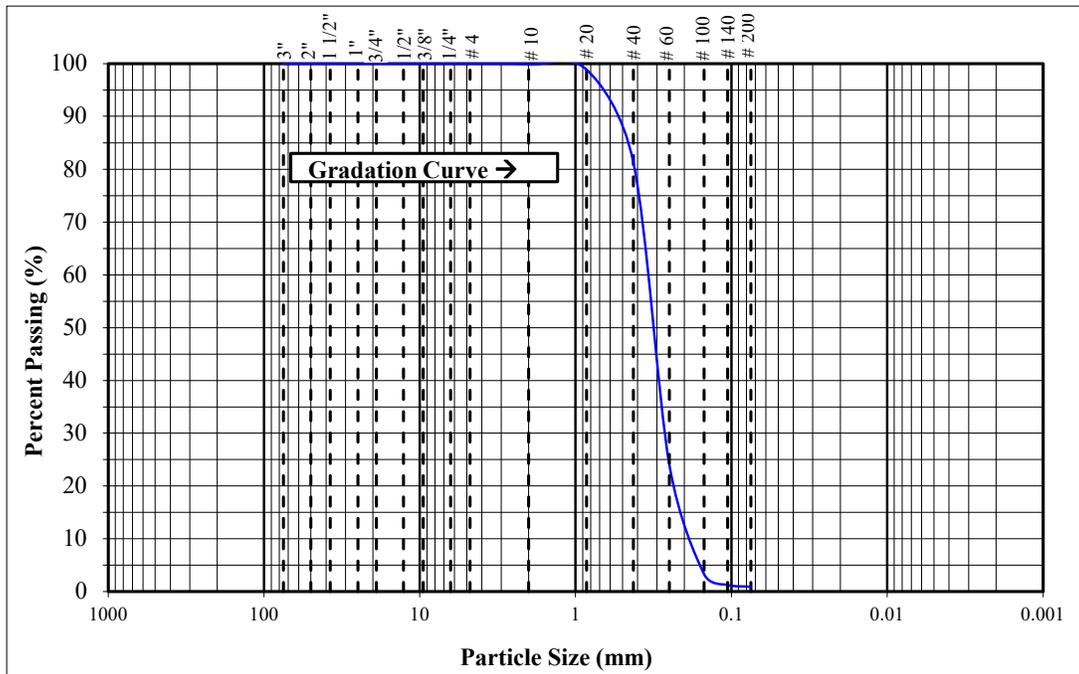
PROJECT #: 20199
 EXPLORATION #: TP-15
 SAMPLE #: S-1
 SAMPLE DEPTH: 4' - 5'
 TEST DATE: 7/20/2020

TEST PROCEDURE

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



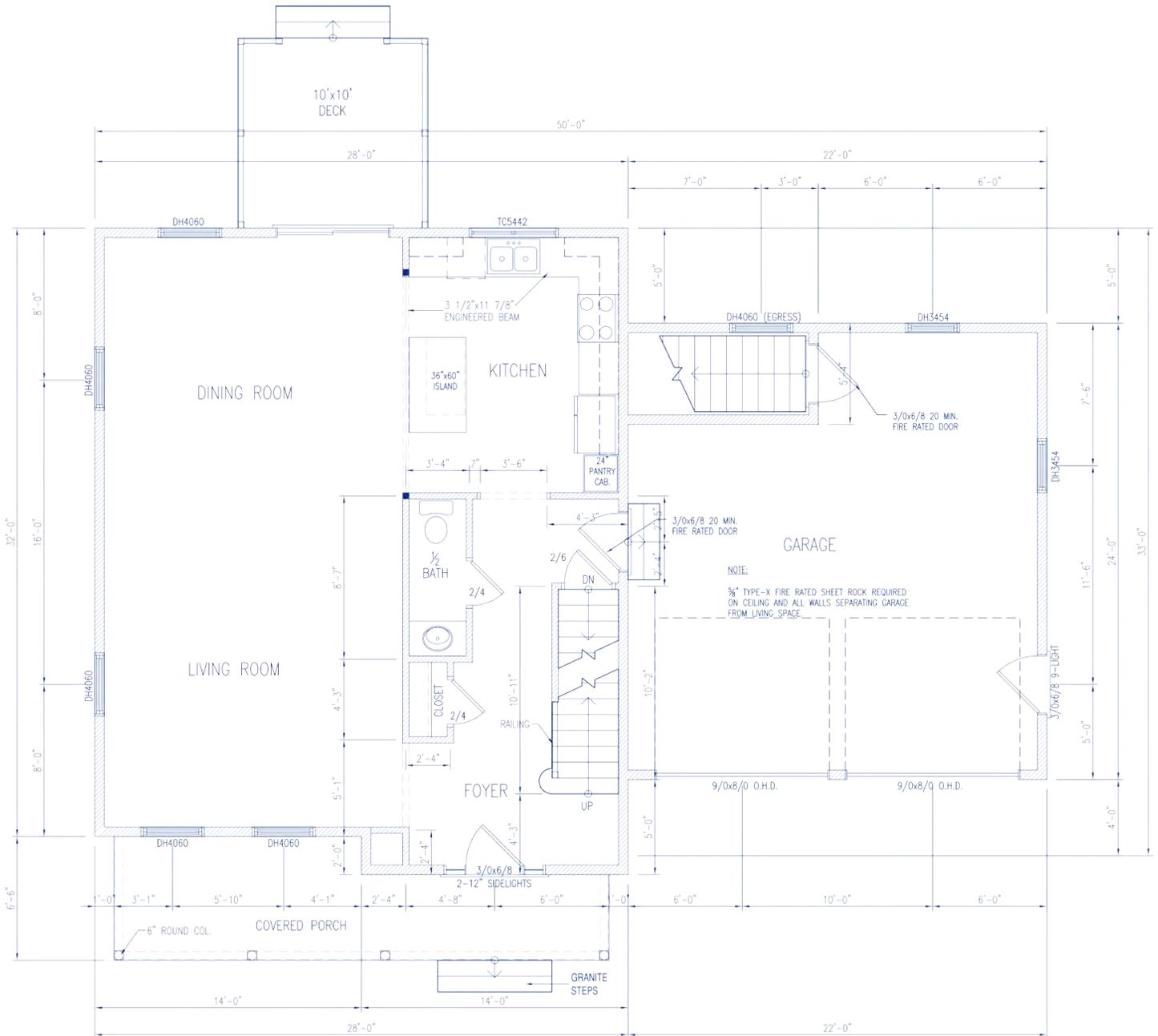
David – Left



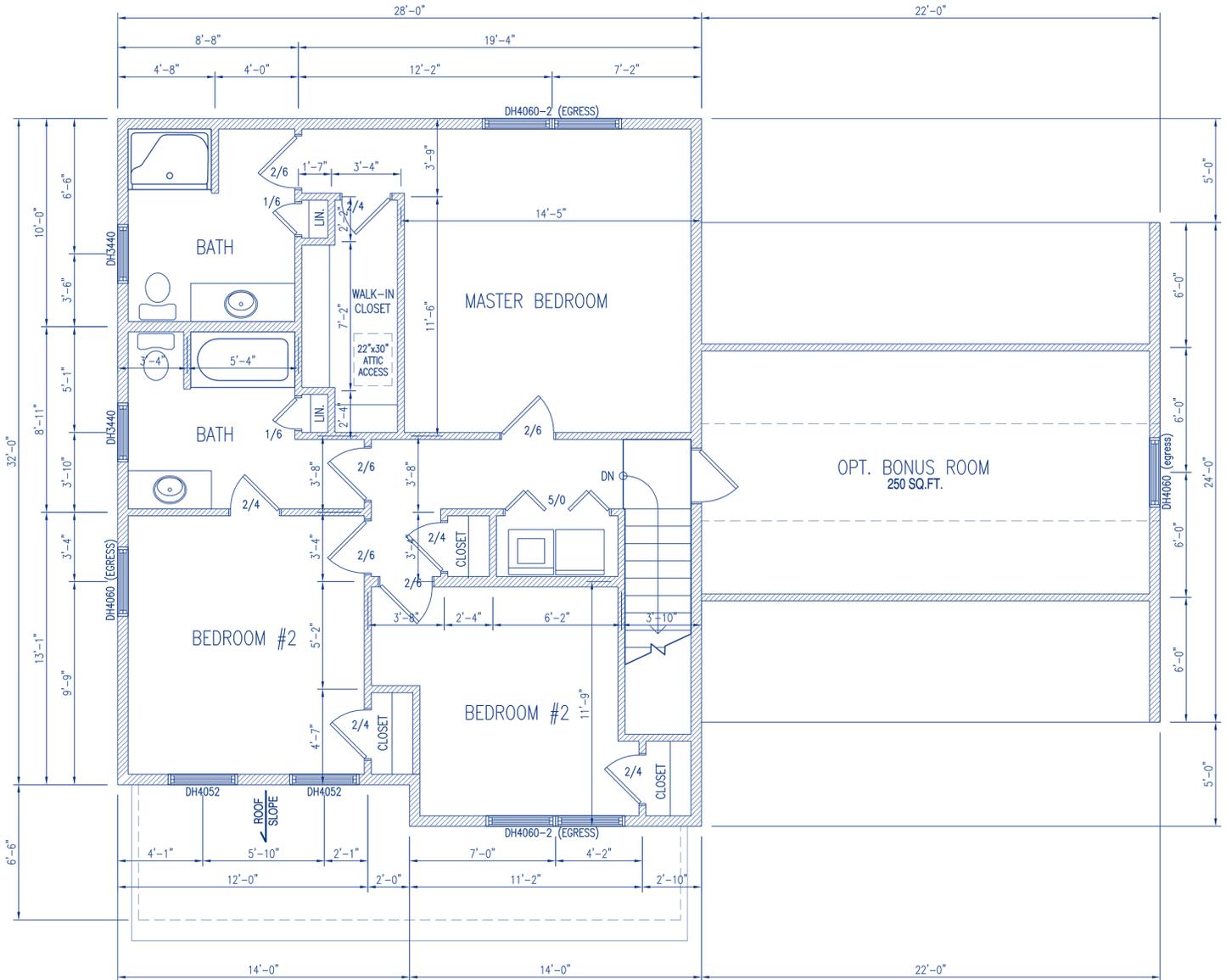
David – Right



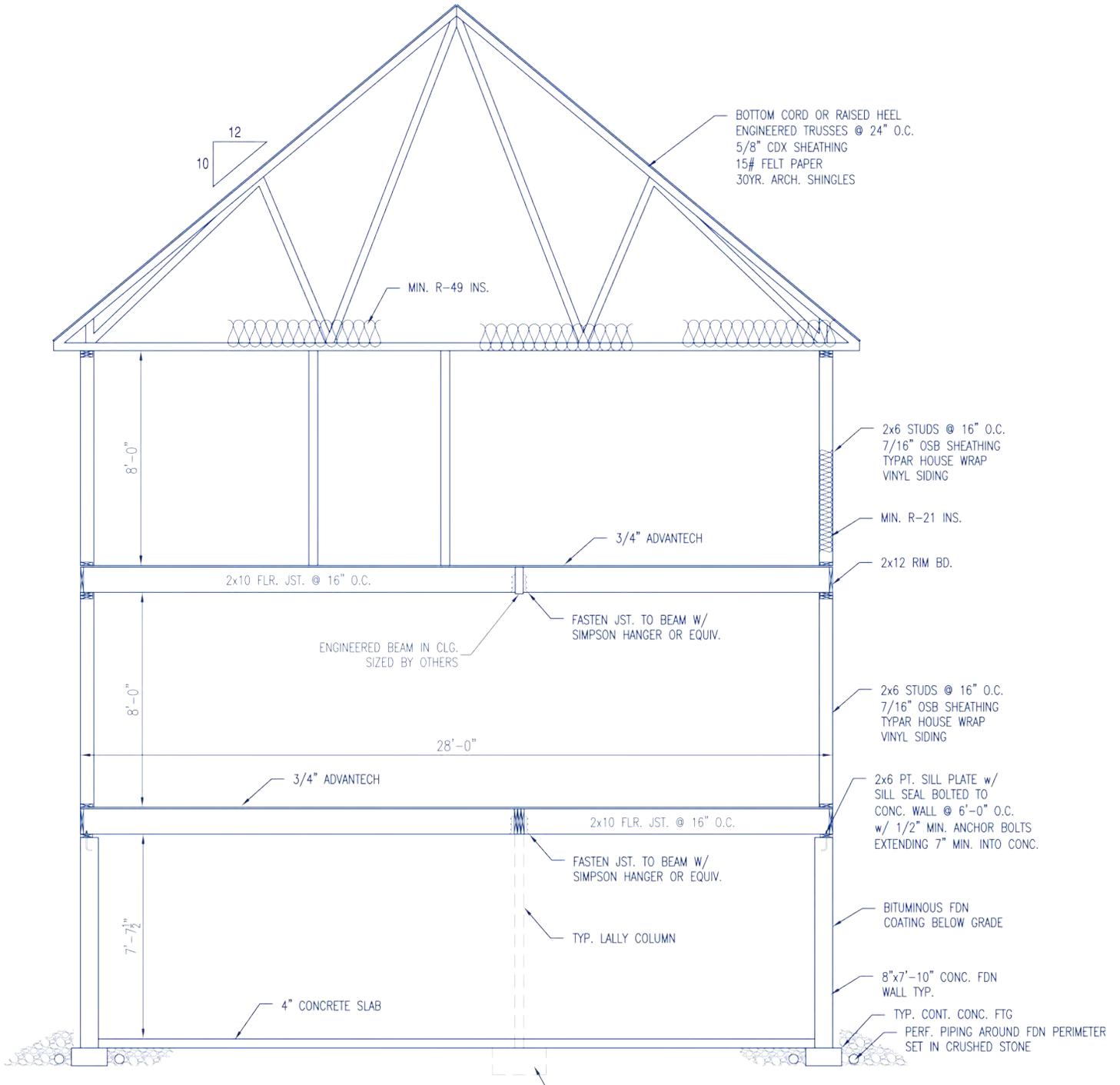
David – First Floor Plan



David – Second Floor Plan



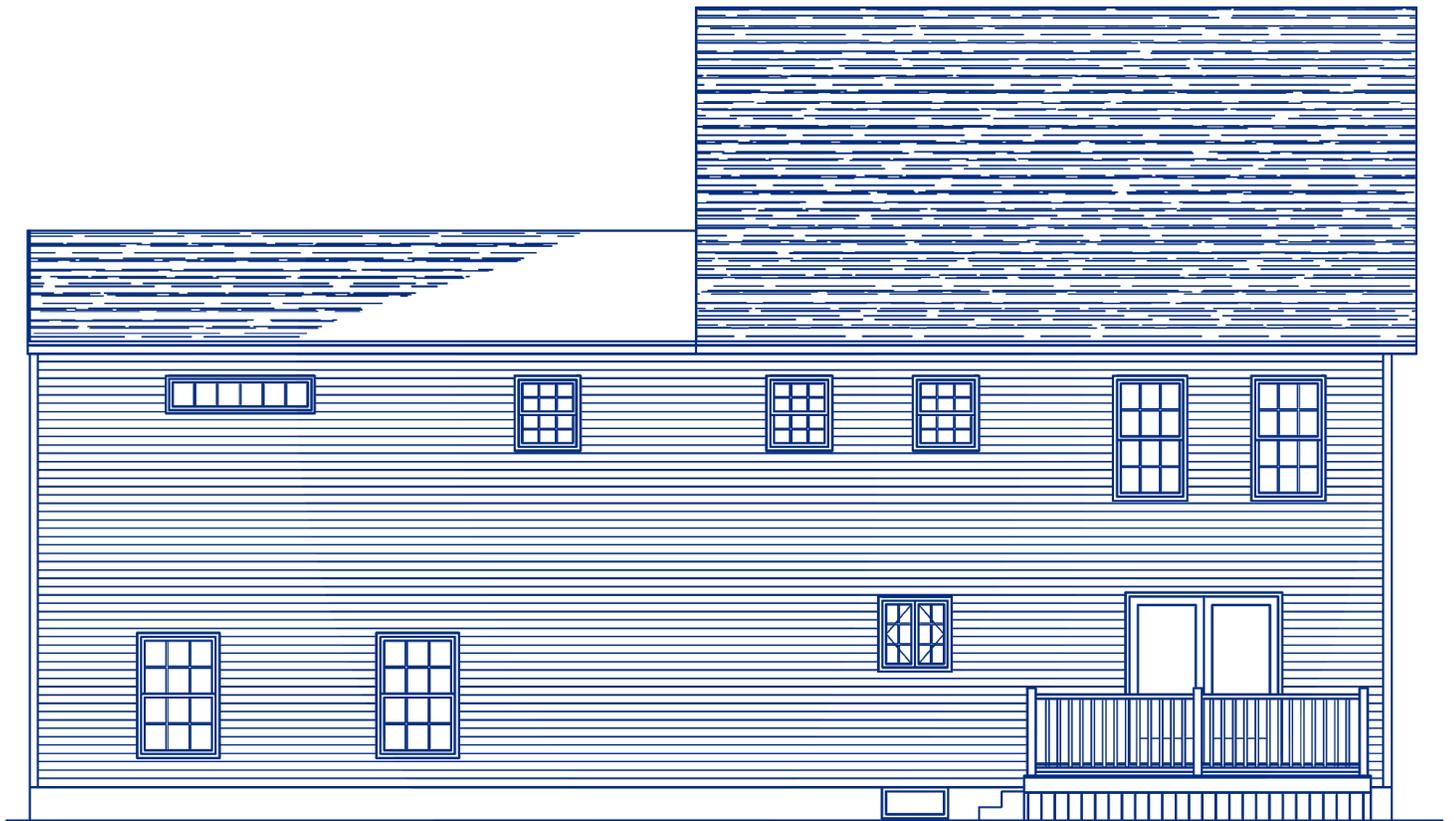
David-Cross Section



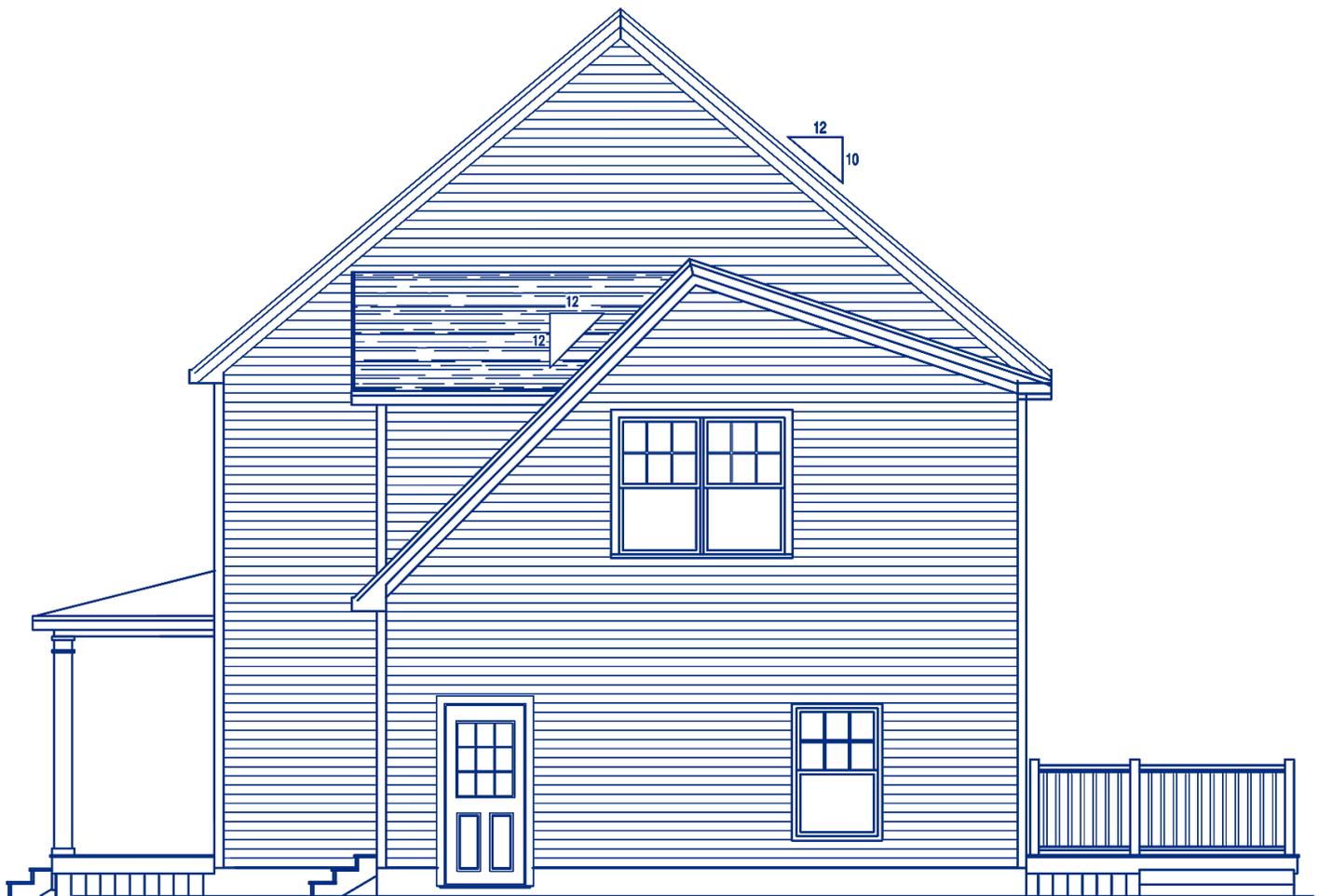
Jackman (2376 Sq ft) – Front



Jackman – Rear



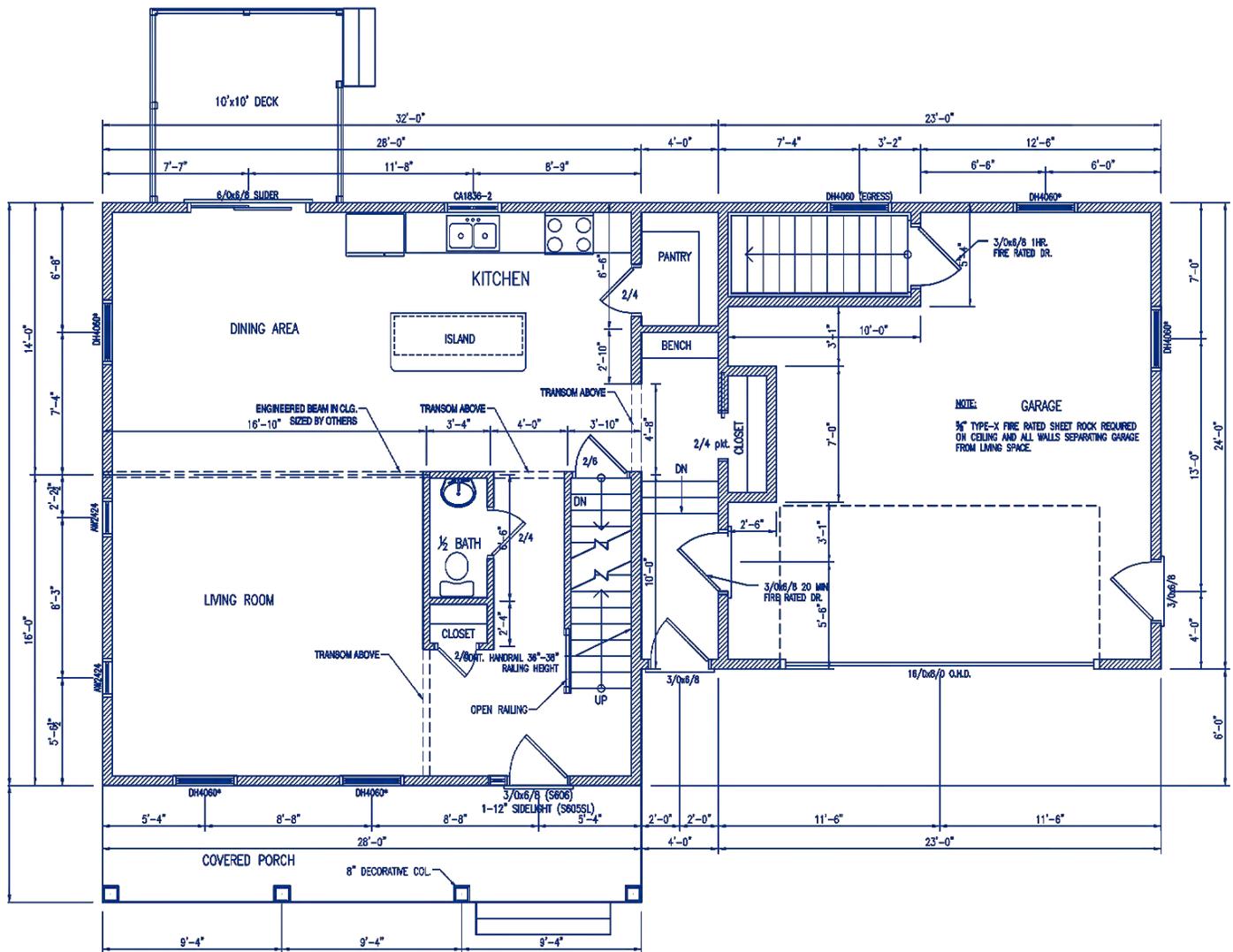
Jackman – Left



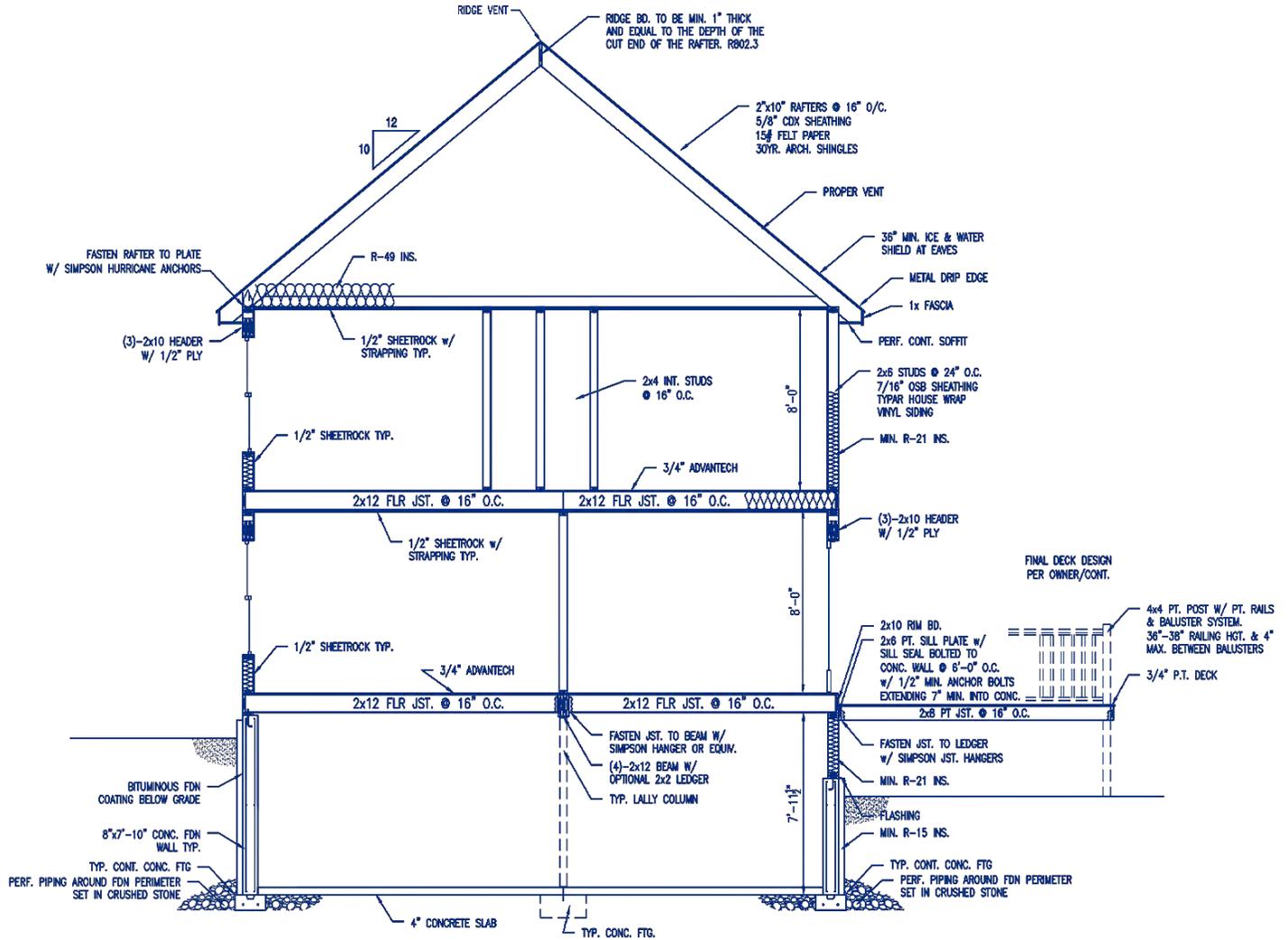
Jackman – Right



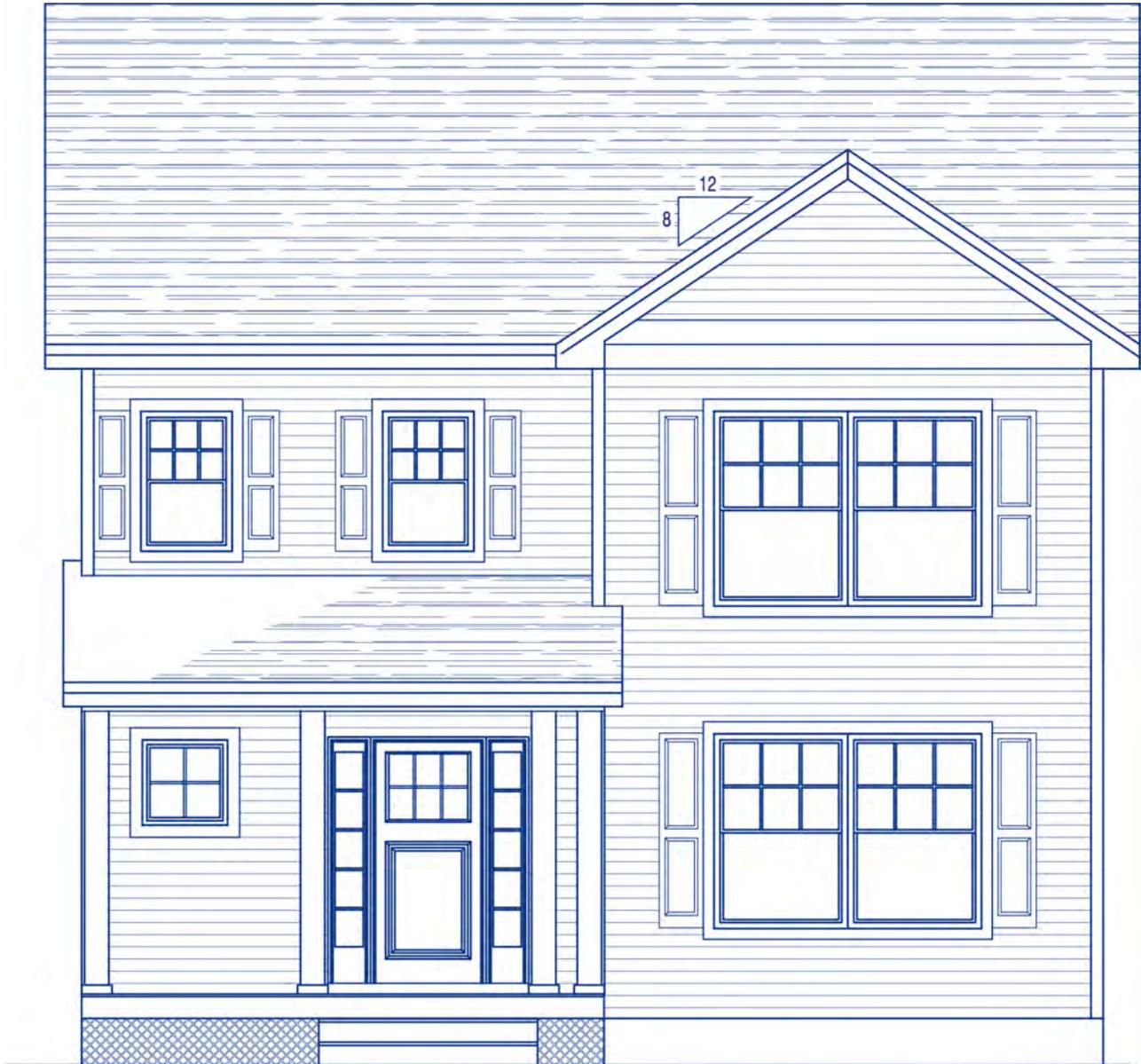
Jackman – First Floor Plan



Jackman – Cross Section



The Linwood (1,372 sq ft) – Front



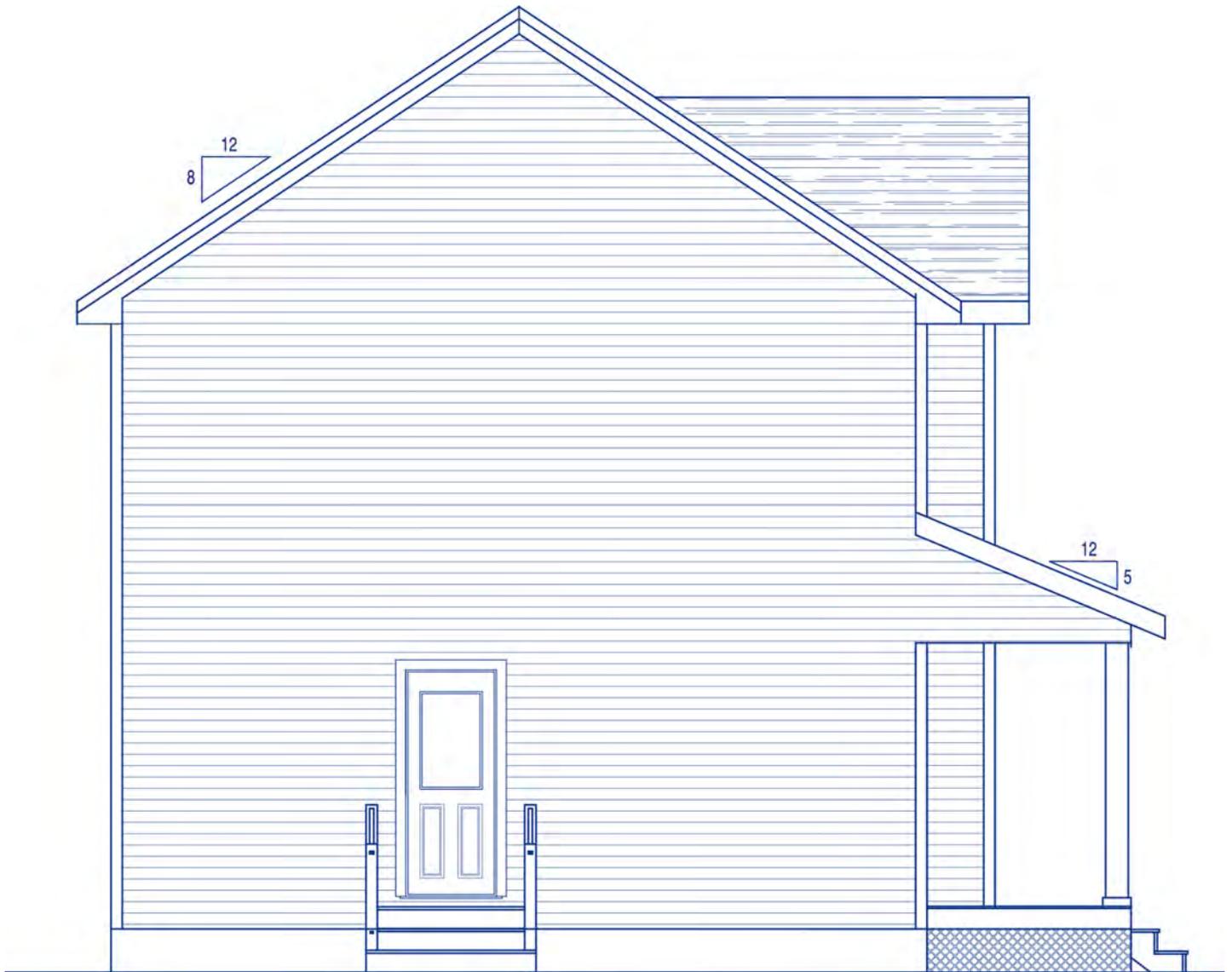
The Linwood – Rear



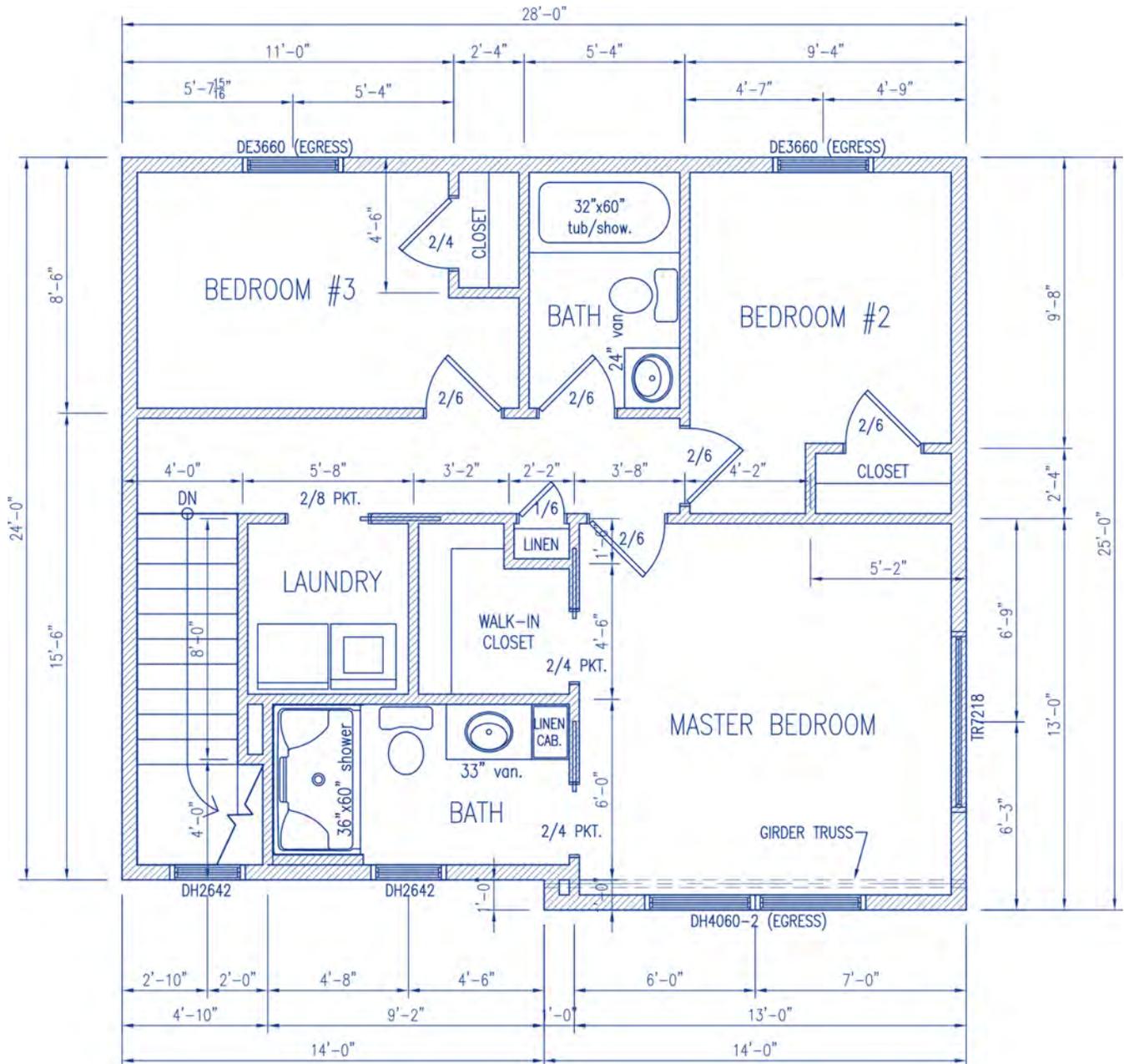
The Linwood – Left



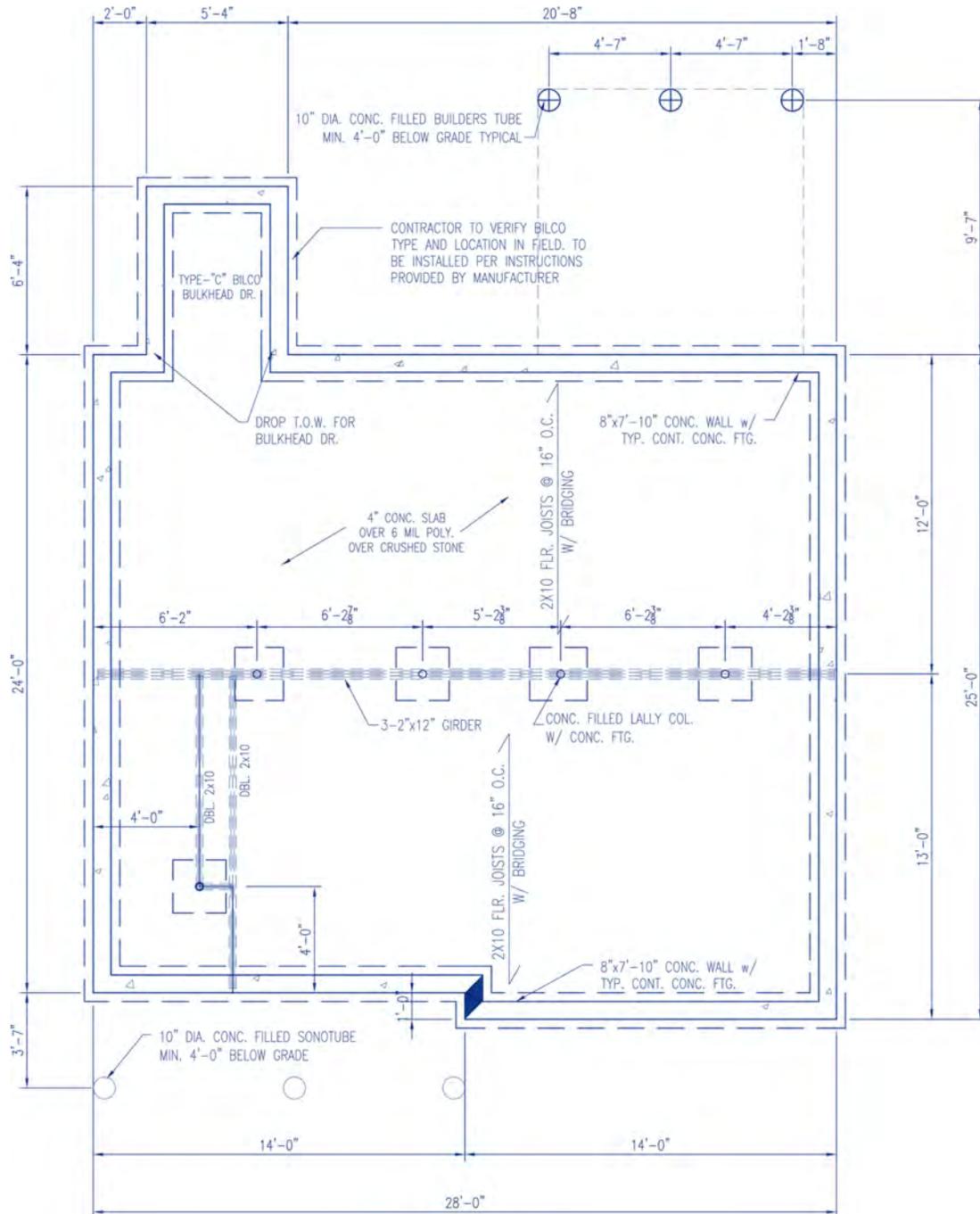
The Linwood – Right



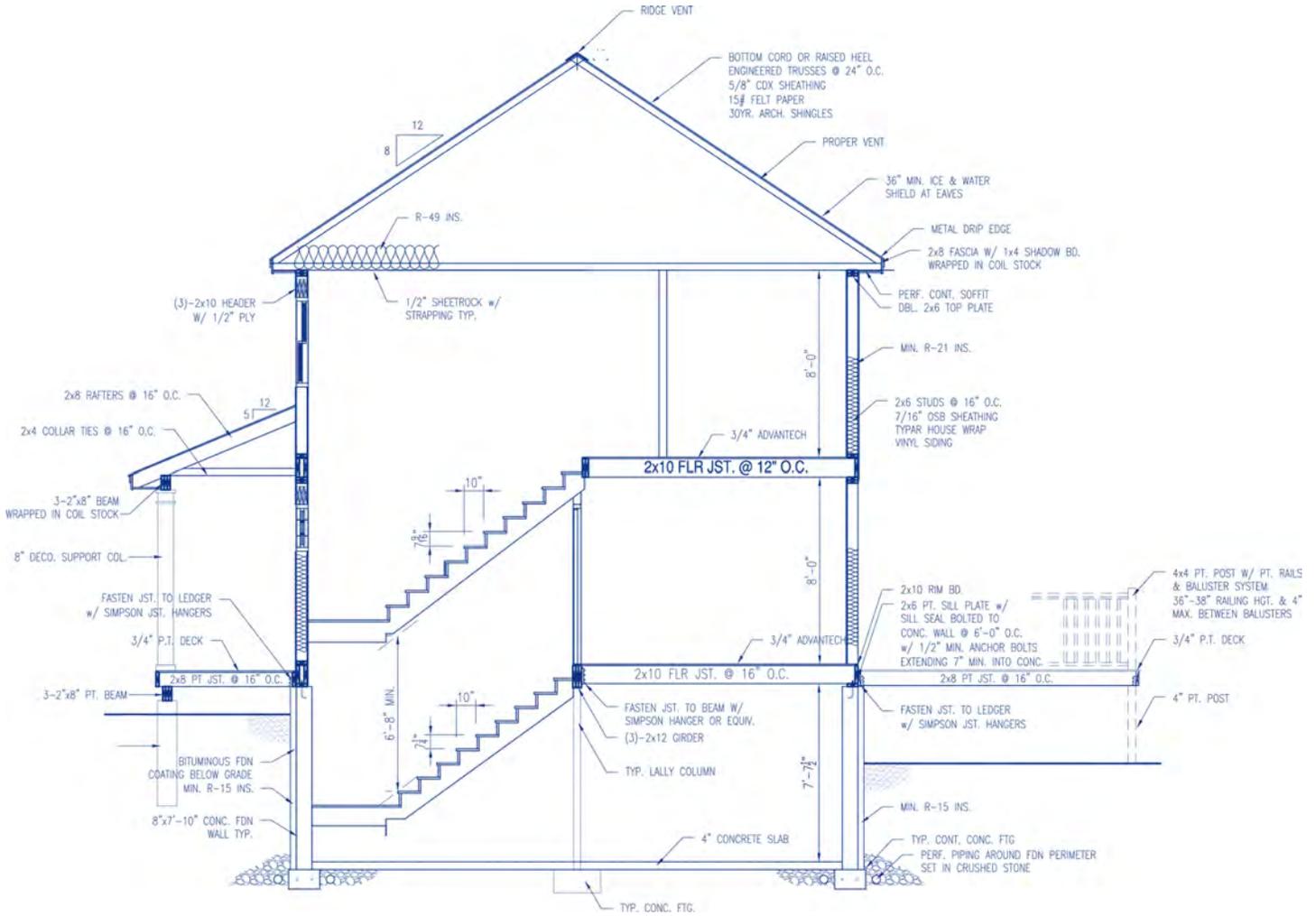
The Linwood – Second Floor Plan



The Linwood – Foundation Plan



The Linwood – Cross-section



The Ari (1644 Sq ft) - Front



The Ari – Rear



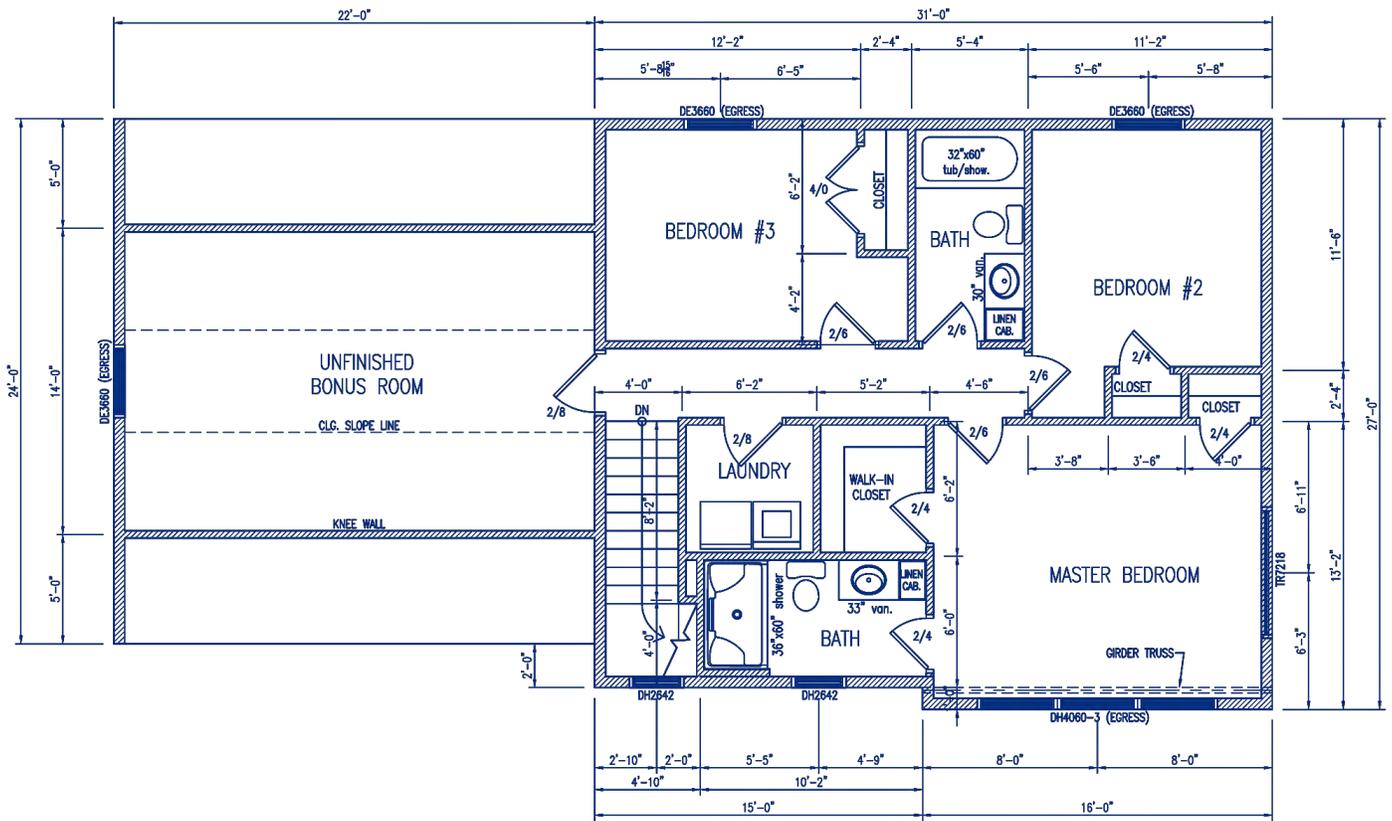
The Ari – Left



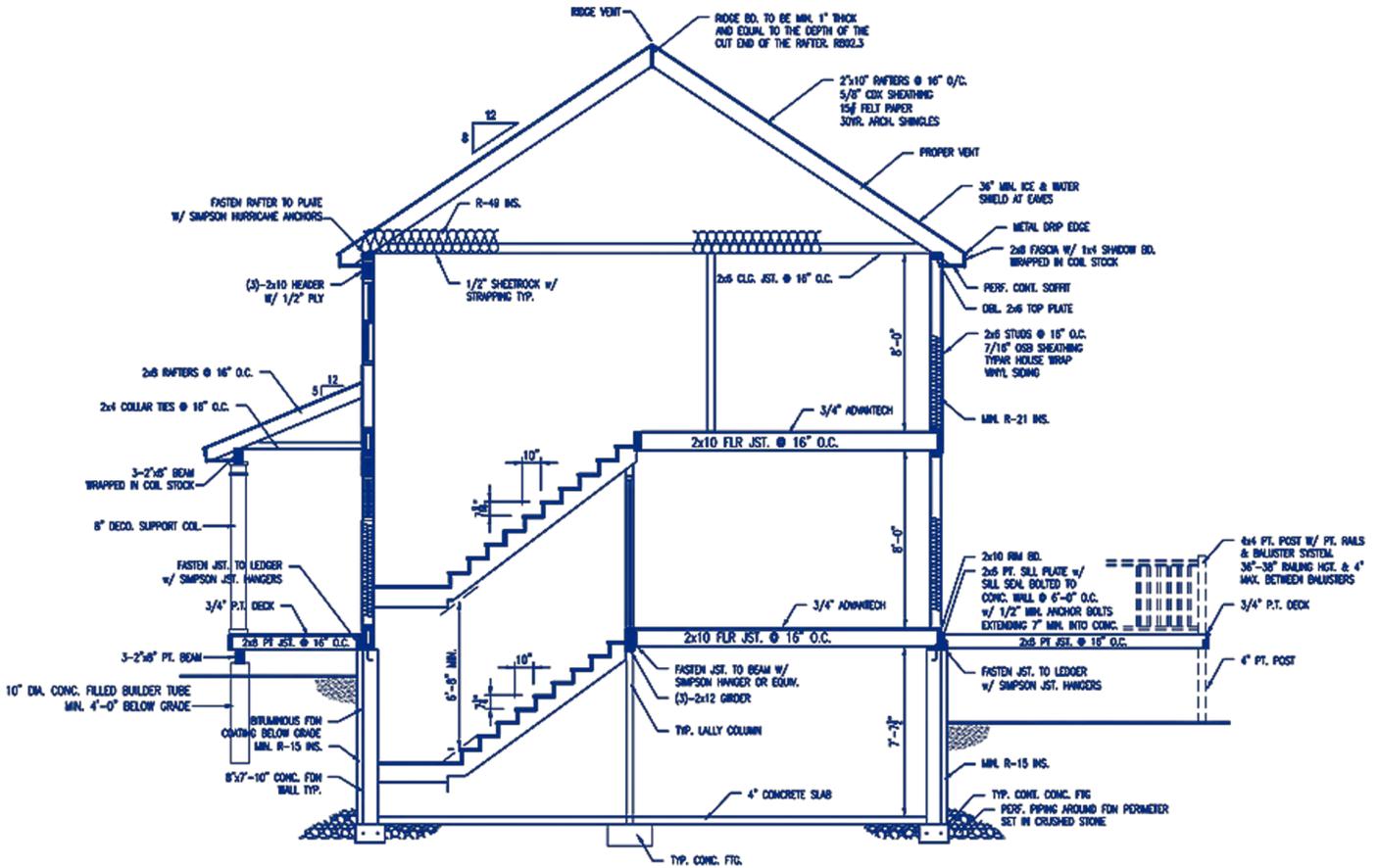
The Ari – Right



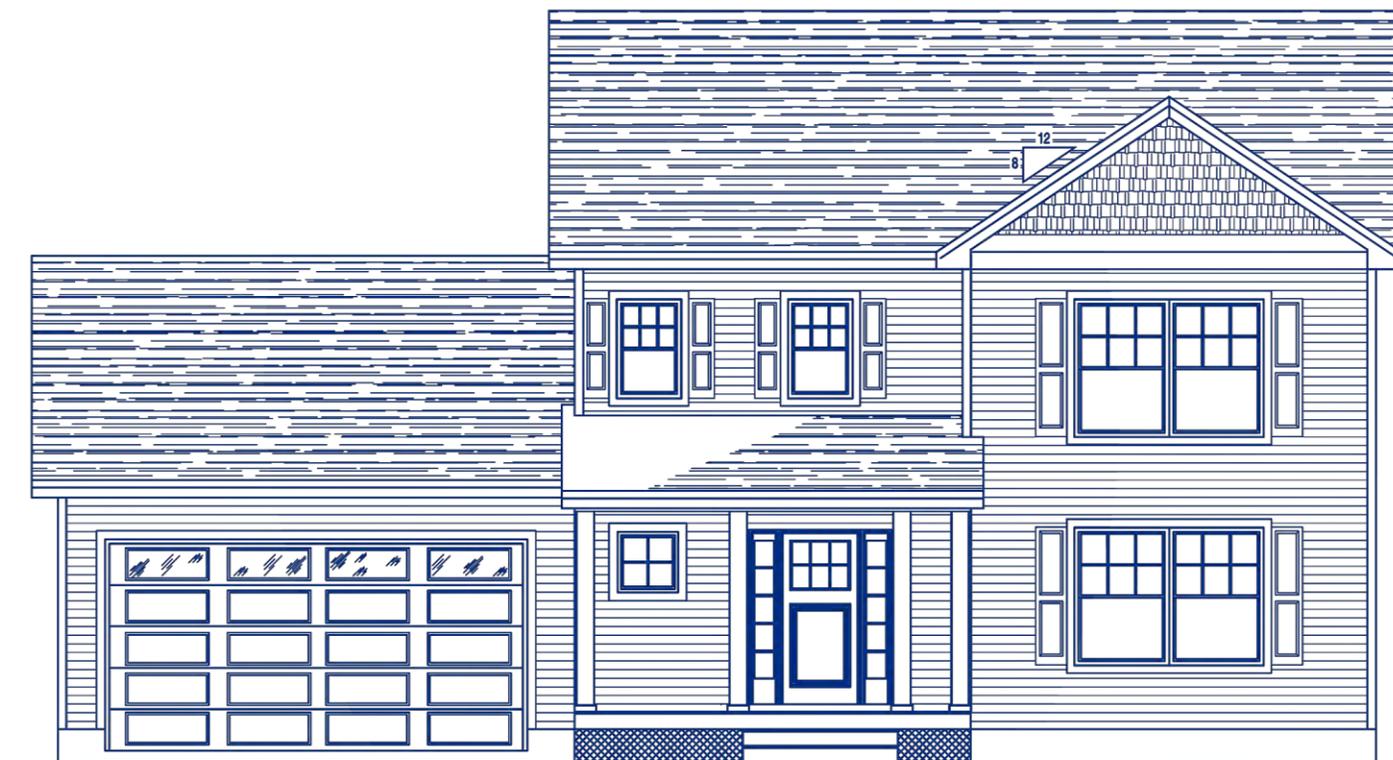
The Ari – Second Floor Plan



The Ari – Cross-Section



Holly (1422 Sq ft) – Front



Holly – Rear



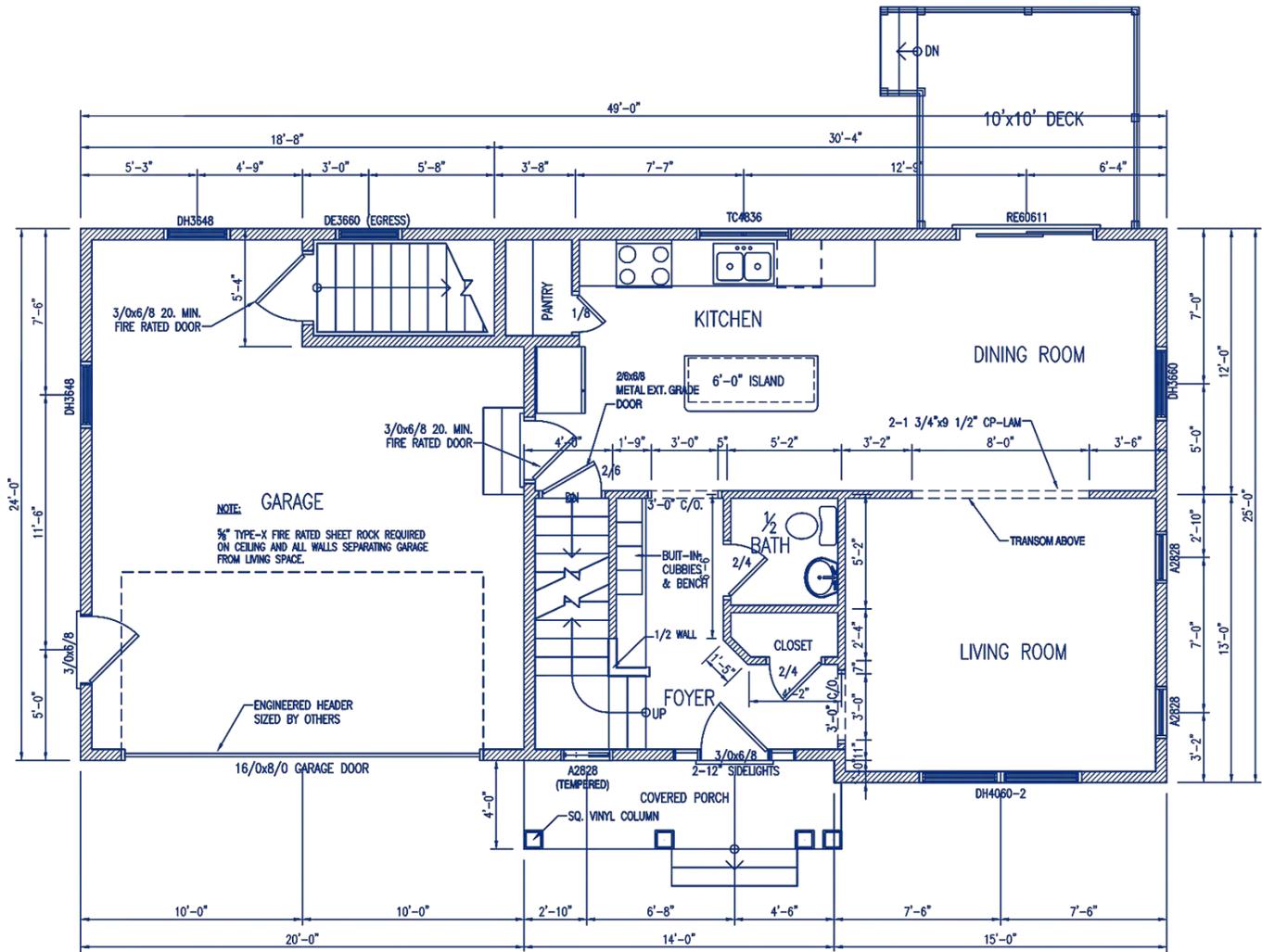
Holly – Left



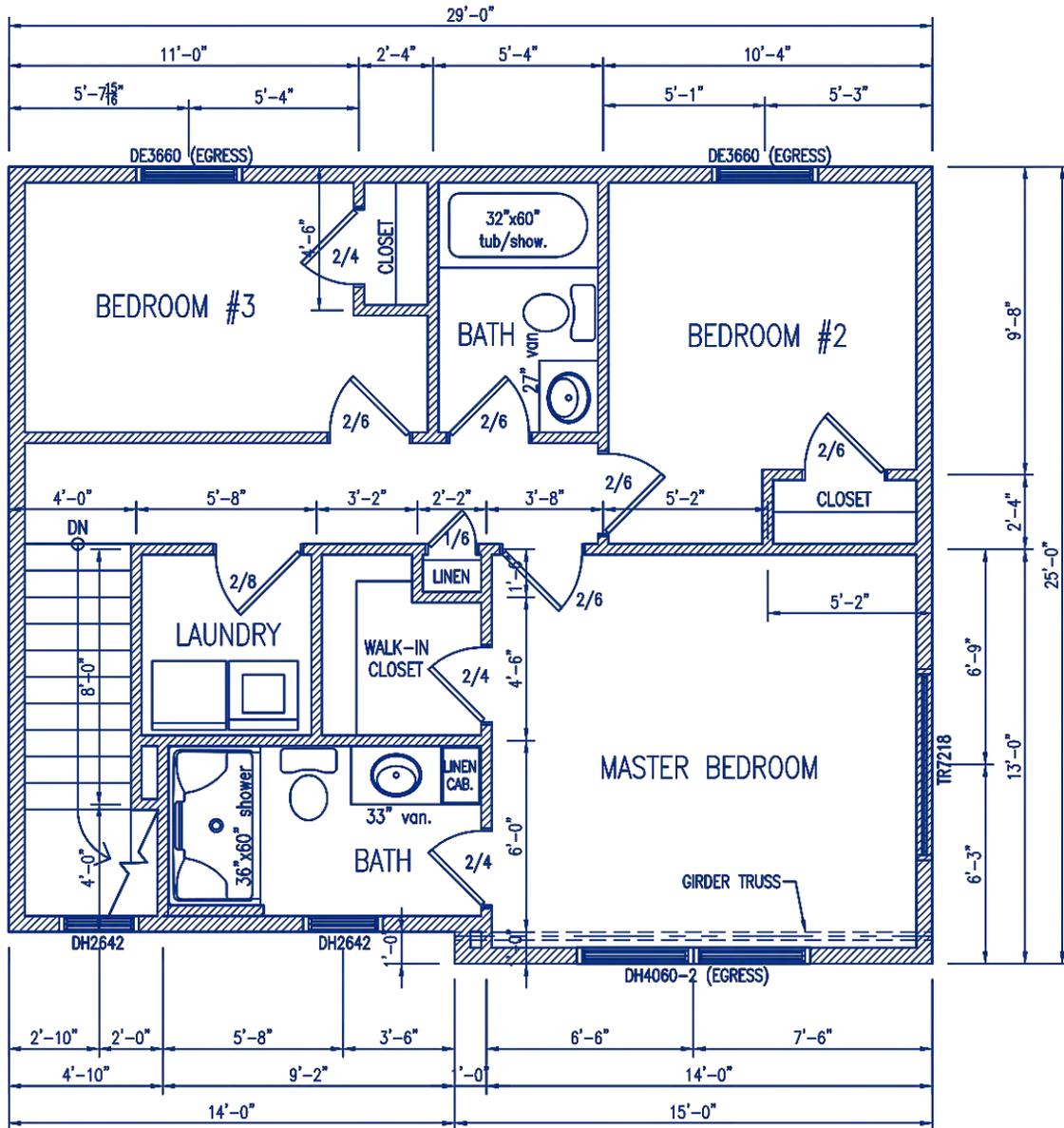
Holly – Right



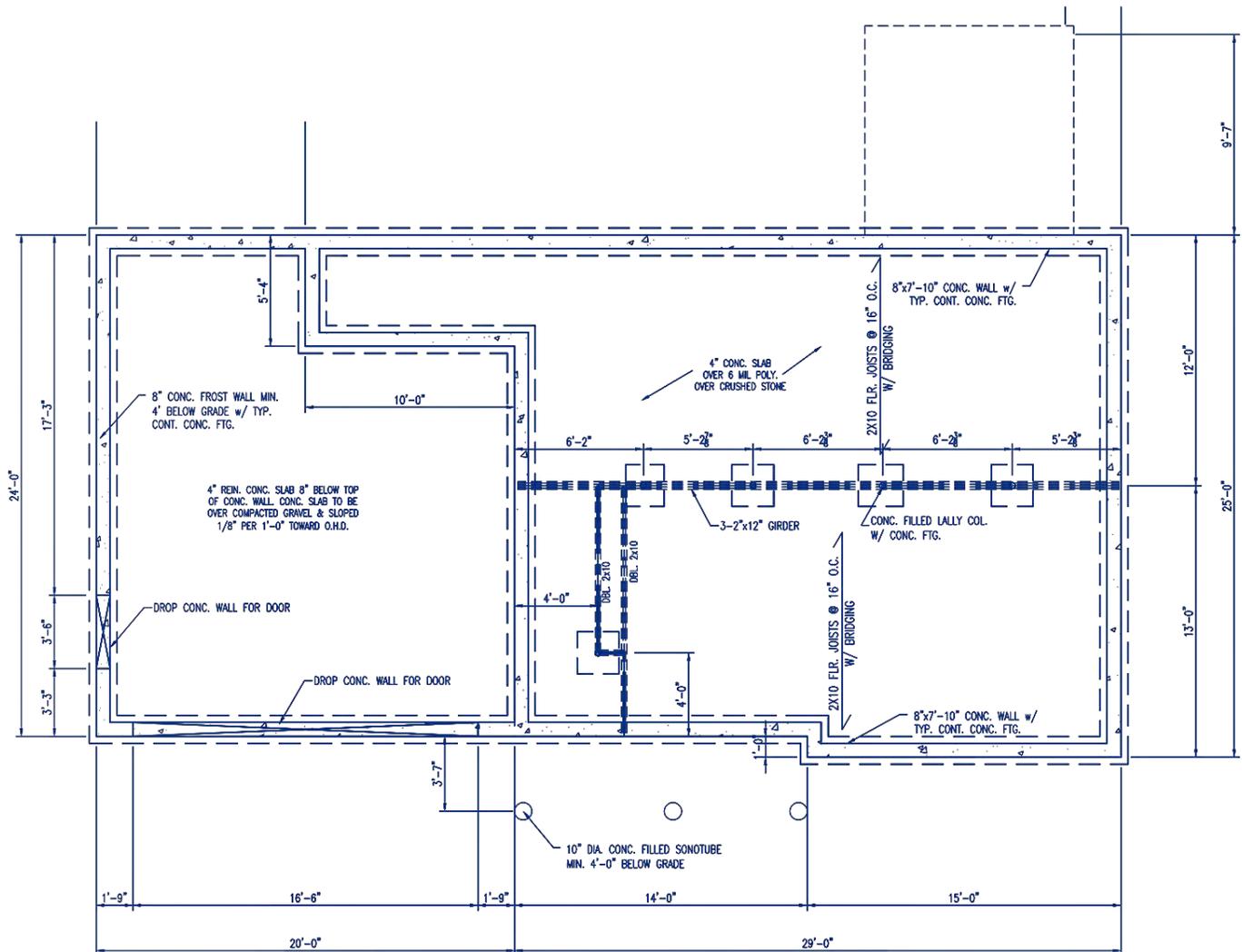
Holly – First Floor Plan



Holly – Second Floor Plan



Holly – First Floor Plan



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

2020. THIS DRAWING IS THE PROPERTY AND INSTRUMENT OF SITELINES P.A. NO MODIFICATIONS OR CHANGES MAY BE MADE TO THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITELINES P.A. ANY MODIFICATION, CHANGE OR USE OF THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITELINES P.A. IS PROHIBITED AND IS AT THE USER'S RISK.

GENERAL NOTES:

- DRAWINGS ARE BASED ON BOUNDARY AND TOPOGRAPHIC SURVEY INFORMATION FROM MULTIPLE SOURCES BY SITELINES, P.A.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR THE ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION HAS NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVES AND IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL CALL THE APPROPRIATE UTILITY COMPANY AND DIG SAFE (1-800-DIG-SAFE) AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IN AREAS OF POTENTIAL CONFLICTS TEST PITS SHALL BE REQUIRED TO VERIFY EXISTING UTILITY LOCATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
- RIM ELEVATIONS OF PROPOSED SANITARY SEWER MANHOLES AND ASSOCIATED STRUCTURES ARE APPROXIMATE. FINAL ELEVATIONS ARE TO BE SET FLUSH AND CONSISTENT WITH THE GRADING PLANS. ADJUST ALL OTHER RIM ELEVATIONS OF MANHOLES, WATER GATES, GAS GATES AND OTHER UTILITIES TO FINISH GRADE WITHIN LIMITS OF WORK.
- THE LOCATION, SIZE, DEPTH, AND SPECIFICATIONS FOR CONSTRUCTION OF PROPOSED PRIVATE UTILITY SERVICES SHALL BE INSTALLED ACCORDING TO THE REQUIREMENTS PROVIDED BY, AND APPROVED BY THE RESPECTIVE UTILITY COMPANY (GAS, TELEPHONE, ELECTRIC, CABLE AND FIRE ALARM). FINAL DESIGN LOADS AND LOCATIONS TO BE COORDINATED WITH CONSTRUCTION MANAGER AND ARCHITECT.
- THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION, SIZE, INVERTS AND TYPES OF EXISTING PIPES AT ALL PROPOSED POINTS OF CONNECTION PRIOR TO ORDERING MATERIALS. WHERE AN EXISTING UTILITY IS FOUND TO CONFLICT WITH THE PROPOSED WORK, THE LOCATIONS, ELEVATION, AND SIZE OF THE UTILITY SHALL BE ACCURATELY DETERMINED WITHOUT DELAY BY THE CONTRACTOR, AND THE INFORMATION FURNISHED IN WRITING TO THE CONSTRUCTION MANAGER REPRESENTATIVE FOR THE RESOLUTION OF THE CONFLICT.
- THE CONTRACTOR SHALL VERIFY ALL CRITICAL DIMENSIONS AND GRADES BEFORE WORK BEGINS. CONTRACTOR SHALL CONFIRM LOCATION AND DEPTH ALL UTILITY LINE CROSSINGS WITH TEST PITS PRIOR TO BEGINNING WORK. CONFLICTS SHALL BE REPORTED IN WRITING TO CONSTRUCTION MANAGER FOR RESOLUTION OF THE CONFLICT.
- ALL AREAS OUTSIDE THE LIMIT OF WORK THAT ARE DISTURBED SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE. ALL AREAS DISTURBED DURING CONSTRUCTION NOT COVERED WITH BUILDINGS, STRUCTURES, OR PAVEMENT SHALL RECEIVE 4 INCHES OF LOAM AND SEED.
- THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS AND SHALL BE RESPONSIBLE FOR PAYING ANY FEES FOR ANY POLE RELOCATION AND FOR THE ALTERATION OR ADJUSTMENT OF GAS, ELECTRIC, TELEPHONE, CABLE, FIRE ALARM AND ANY OTHER PRIVATE UTILITIES BY THE UTILITY COMPANIES.
- UPON AWARD OF CONTRACT, CONTRACTOR SHALL MAKE ALL NECESSARY CONSTRUCTION NOTIFICATIONS AND APPLY FOR AND OBTAIN ALL NECESSARY PERMITS, PAY ALL FEES AND POST ALL BONDS ASSOCIATED WITH THE WORK INDICATED ON THE DRAWINGS AND AS SPECIFIED.
- ALL PROPERTY MONUMENTATION DISTURBED DURING CONSTRUCTION SHALL BE RESET TO THEIR ORIGINAL LOCATION BY A MAINE REGISTERED LICENSED PROFESSIONAL LAND SURVEYOR (PLS) AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL PREPARE AN AS-BUILT PLAN SURVEY SHOWING LOCATIONS OF ALL SURFACE FEATURES AND SUBSURFACE UTILITY SYSTEMS INCLUDING THE LOCATION TYPE, SIZE AND INVERTS.
- THE CONTRACTOR SHALL INSTALL ALL EROSION CONTROL MEASURES PRIOR TO EARTHWORK OPERATION AND MAINTAIN ALL EROSION CONTROL MEASURES AND SEEDED EMBANKMENTS DURING CONSTRUCTION. EROSION CONTROL SHALL BE REMOVED ONLY UPON THE ESTABLISHMENT OF ALL LANDSCAPED AREAS. ALL WORK SHALL BE IN COMPLIANCE WITH THE ENVIRONMENTAL QUALITY HANDBOOK FOR EROSION AND SEDIMENT CONTROL, LATEST EDITION, AS ADOPTED BY THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
- THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR SITE SECURITY AND JOB SAFETY. ALL CONSTRUCTION ACTIVITY SHALL BE IN ACCORDANCE WITH OSHA STANDARDS AND LOCAL REQUIREMENTS.
- ALL MATERIALS AND CONSTRUCTION METHODS USED WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO ALL LOCAL MUNICIPAL STANDARDS AND MAINE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.
- THE CONTRACTOR IS REQUIRED TO CONTROL DUST DURING CONSTRUCTION. EXPOSED SOIL AREAS SHALL BE SPRAYED WITH WATER AS NEEDED TO CONTROL DUST EMISSIONS. COVER EXPOSED SOIL AREAS AS QUICKLY AS PRACTICAL TO PREVENT WINDS FROM GENERATING DUST.
- ALL HANDICAP ACCESSIBLE PARKING SPACES, RAMPS AND SIDEWALKS SHALL BE CONSTRUCTED IN CONFORMANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA).
- ALL SITE SIGNAGE AND PAVEMENT MARKINGS SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
- THE CONTRACTOR SHALL ANTICIPATE THAT GROUNDWATER WILL BE ENCOUNTERED DURING CONSTRUCTION AND SHALL INCLUDE SUFFICIENT COSTS WITHIN THEIR BID TO PROVIDE DEWATERING AS NECESSARY. NO SEPARATE PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR DEWATERING.
- ALL MATERIALS SHALL BE NEW AND PROVIDED BY THE CONTRACTOR.

LAYOUT NOTES:

- ALL DIMENSIONING, UNLESS NOTED OTHERWISE, IS TO THE FACE OF CURB OR FOUNDATION.
- OFFSETS TO CATCH BASINS AND MANHOLES ARE TO THE CENTER OF THE FRAME.
- PIPE LENGTH EQUALS THE CENTER TO CENTER DISTANCES BETWEEN CATCH BASINS AND/OR MANHOLES MINUS ONE HALF THE DIAMETER OF EACH CATCH BASIN OR MANHOLE.
- BOUNDARY INFORMATION ON LAYOUT PLAN IS FOR REFERENCE ONLY, REFER TO CERTIFIED BOUNDARY PLANS FOR BOUNDARY INFORMATION.

GRADING AND DRAINAGE NOTES:

- UNLESS OTHERWISE NOTED, ALL STORM DRAIN PIPE SHALL BE IN ACCORDANCE WITH MDOT SPECIFICATIONS SECTION 603. PIPE CULVERTS AND STORM DRAINS, LATEST REVISION WITH THE EXCEPTION THAT THE ONLY ACCEPTABLE TYPES OF PIPE ARE AS FOLLOWS:
 POLYVINYL CHLORIDE PIPE (PVC) SDR 35
 SMOOTH BORE POLYETHYLENE PIPE - HDPE N-12 ADS OR SDR 35
- TOPSOIL STRIPPED IN AREAS OF CONSTRUCTION THAT IS SUITABLE FOR REUSE AS LOAM SHALL BE STOCKPILED ON SITE AT A LOCATION TO BE DESIGNATED BY OWNER. UNSUITABLE SOIL SHALL BE SEPARATED, REMOVED AND DISPOSED OF AT AN APPROVED DISPOSAL LOCATION OFF SITE.
- THE CONTRACTOR SHALL ANTICIPATE THAT GROUNDWATER WILL BE ENCOUNTERED DURING CONSTRUCTION AND SHALL INCLUDE SUFFICIENT COSTS WITHIN THEIR BID TO PROVIDE DEWATERING AS NECESSARY. NO SEPARATE PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR DEWATERING.

PERMITTING REQUIREMENTS:

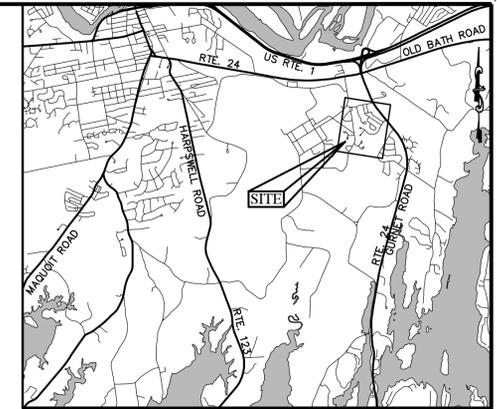
AGENCY:	PERMIT:	STATUS:
TOWN OF BRUNSWICK	SITE PLAN APPROVAL BUILDING	PENDING (BY CONTRACTOR)
MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION	SITE LOCATION OF DEVELOPMENT ACT PERMIT AMENDMENT (L-20116-87-L-A)	PENDING

CALL DIG SAFE UTILITY LOCATION
1-888-344-7233
 STATE LAW REQUIRES ADVANCE NOTICE OF AT LEAST 3 BUSINESS DAYS BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND UTILITIES

BRUNSWICK LANDING VILLAGE, PHASE II

BRUNSWICK LANDING, BRUNSWICK, MAINE

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



LOCATION MAP NOT TO SCALE

UTILITY CONTACTS

CODE ENFORCEMENT

JEFF HUTCHINSON
 TOWN OF BRUNSWICK
 28 FEDERAL STREET
 BRUNSWICK, MAINE 04011
 207-725-6651

ELECTRIC SERVICE

CENTRAL MAINE POWER
 280 BATH ROAD
 BRUNSWICK, MAINE 04011
 207-721-8054

TELEPHONE SERVICE

FAIRPOINT
 BATH ROAD (P.O. BOX 360)
 BRUNSWICK, MAINE 04011
 207-442-8018

CABLE SERVICE

COMCAST CONSTRUCTION OFFICE
 336 BATH ROAD
 BRUNSWICK, MAINE, 04011
 207-729-6660

WATER SERVICE

BRUNSWICK-TOPSHAM WATER DISTRICT
 ALAN FRASIER, P.E., GENERAL MANAGER
 BOX 580
 BRUNSWICK, MAINE 04011
 207-729-9956

SANITARY SEWER

BRUNSWICK SEWER DISTRICT
 LEONARD BLANCHETTE, GENERAL MANAGER
 10 PINE TREE ROAD
 BRUNSWICK, MAINE 04011
 207-729-0148

PUBLIC WORKS DEPARTMENT

JAY ASTLE, PUBLIC WORKS DIRECTOR
 9 INDUSTRY ROAD
 BRUNSWICK, MAINE 04011
 207-725-6654

BRUNSWICK FIRE DEPARTMENT

KENNETH BRILLANT, FIRE CHIEF
 21 TOWN HALL PLACE
 BRUNSWICK, MAINE 04011
 207-725-5541

PROJECT TEAM

CIVIL ENGINEER

SITELINES P.A.
 ATTN: CURTIS Y. NEUFELD, P.E.
 119 PURINTON ROAD, SUITE A
 BRUNSWICK, MAINE 04011
 207-725-1200
 WWW.SITELINESPA.COM

SURVEYOR

SITELINES P.A.
 ATTN: KEVIN CLARK, PLS
 119 PURINTON ROAD, SUITE A
 BRUNSWICK, MAINE 04011
 207-725-1200
 WWW.SITELINESPA.COM

BUILDER

GRAIVER HOMES, INC.
 ATTN: LONI GRAIVER
 207-329-7355
 WWW.GRAIVERHOMES.COM

EXISTING	LEGEND	PROPOSED
●	IRON MARKER FOUND	○
	5/8" REBAR TOPPED WITH AN ALUMINUM CAP READING "BRUCE W. MARTINSON - PLS 2137" TO BE SET	
	GRANITE MONUMENT SET	□
	CATCH BASIN	⊕
	SEWER MANHOLE	⊕
	FIRE HYDRANT	⊕
	WATER GATE VALVE	⊕
	WATER SHUT-OFF	⊕
	BLOW-OFF/CLEAN-OUT	⊕
	UTILITY POLE	●
— OHE — (OVERHEAD UTILITY LINE)	UTILITY LINE	— UCE — (OVERHEAD UTILITY LINE)
	PROPERTY LINE EASEMENTS	---
	SETBACK/BUFFER	---
	SOILS BOUNDARY	---
	WETLAND BOUNDARY	---
	STREAM	—
	CULVERT	—
	CURB	—
	EDGE OF PAVEMENT	—
	ROAD CENTERLINE	—
	BUILDING	—
	STORM DRAIN(SEE PLAN FOR SIZE)	— 12"SD —
	SEWER LINE(SEE PLAN FOR SIZE)	— 6"S —
	WATER LINE(SEE PLAN FOR SIZE)	— 8"W —
	UNDERDRAIN(SEE PLAN FOR SIZE)	—
	SLOPE ARROW	— -1.5% —
	CONTOURS	— 1000 —
	TEMPORARY INLET PROTECTION	—
	CLEARING LIMIT	—
	TREE LINE	—
	SEDIMENT BARRIER	— SB —
	RIPRAP	—
	CONSTRUCTION ENTRANCE	—
	PROPOSED PAVEMENT	—
	SPOT GRADE	— T100.50 / B100.00 —

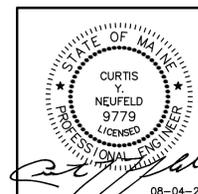
SHEET INDEX		
SHEET #	SHEET TITLE:	SCALE:
C1	COVER SHEET	NTS
C2	EXISTING CONDITION AND DEMOLITION PLAN	1" = 100'
C3	OVERALL SITE PLAN	1" = 100'
C4	SITE DEVELOPMENT PLAN	1" = 40'
C5	UTILITY PLAN	1" = 40'
C6	UTILITY PLAN	1" = 40'
C7	EROSION CONTROL PLAN	1" = 50'
C8	SITE DEVELOPMENT DETAILS, SHEET 1 OF 2	NTS
C9	SITE DEVELOPMENT DETAILS, SHEET 2 OF 2	NTS
C10	STORMWATER DETAILS	NTS
C11	EROSION CONTROL NOTES	NTS
1 OF 2	SUBDIVISION AMENDMENT #5	1" = 100'
2 OF 2	SUBDIVISION AMENDMENT #5	1" = 100'

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

TITLE: **COVER SHEET**

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

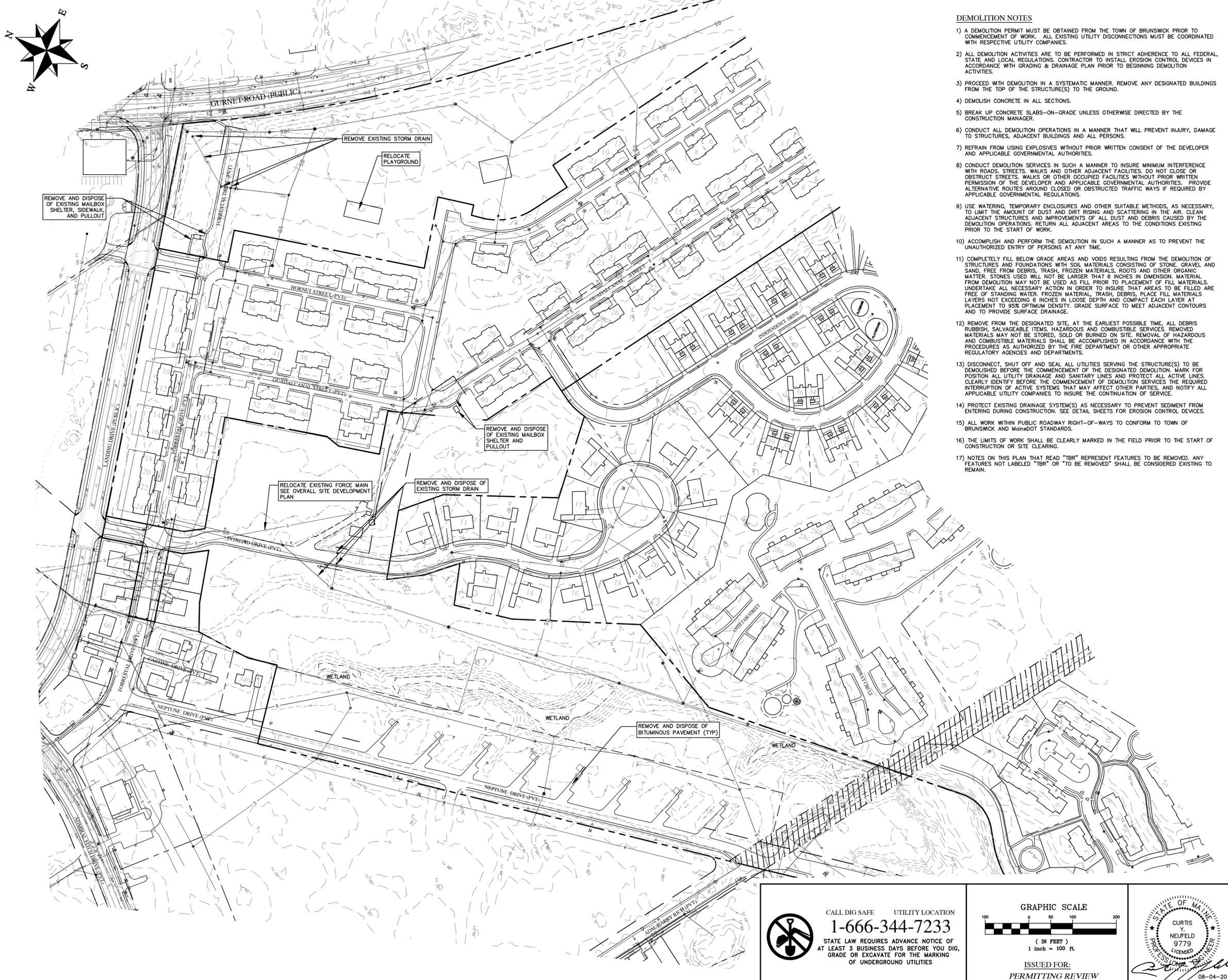
PREPARED FOR: **BRUNSWICK LANDING CONDOMINIUMS, LLC
 74 NEPTUNE DRIVE, BRUNSWICK ME 04011**



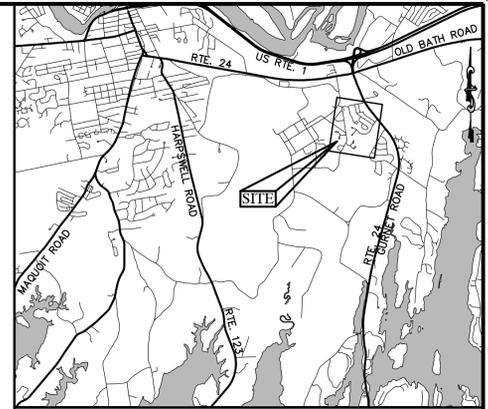
SITELINES
 119 PURINTON ROAD, SUITE A
 BRUNSWICK, MAINE 04011
 207.725.1200
CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS

FIELD WK: MC/CH	SCALE: NTS	SHEET:
DRN BY: RPL	JOB #: 3230.06	C1
CH'D BY: CYN	MAP/LOT: 40 / 131 & 138	
DATE: 03-20-2020	FILE: 3230.06 COV-DET	

X:\LAND PROJECTS\2020\08\HELLOS BRUNSWICK DESIGN PHASE (ID\616220) 08 SITE.DWG, EX COND-DEM, 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 PROHIBITED, AND 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 OR OTHER OCCUPIED 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" = 5000'

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

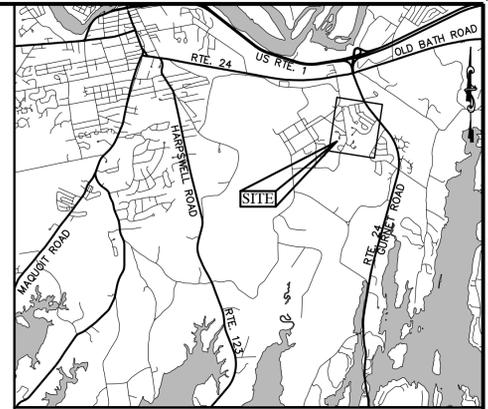
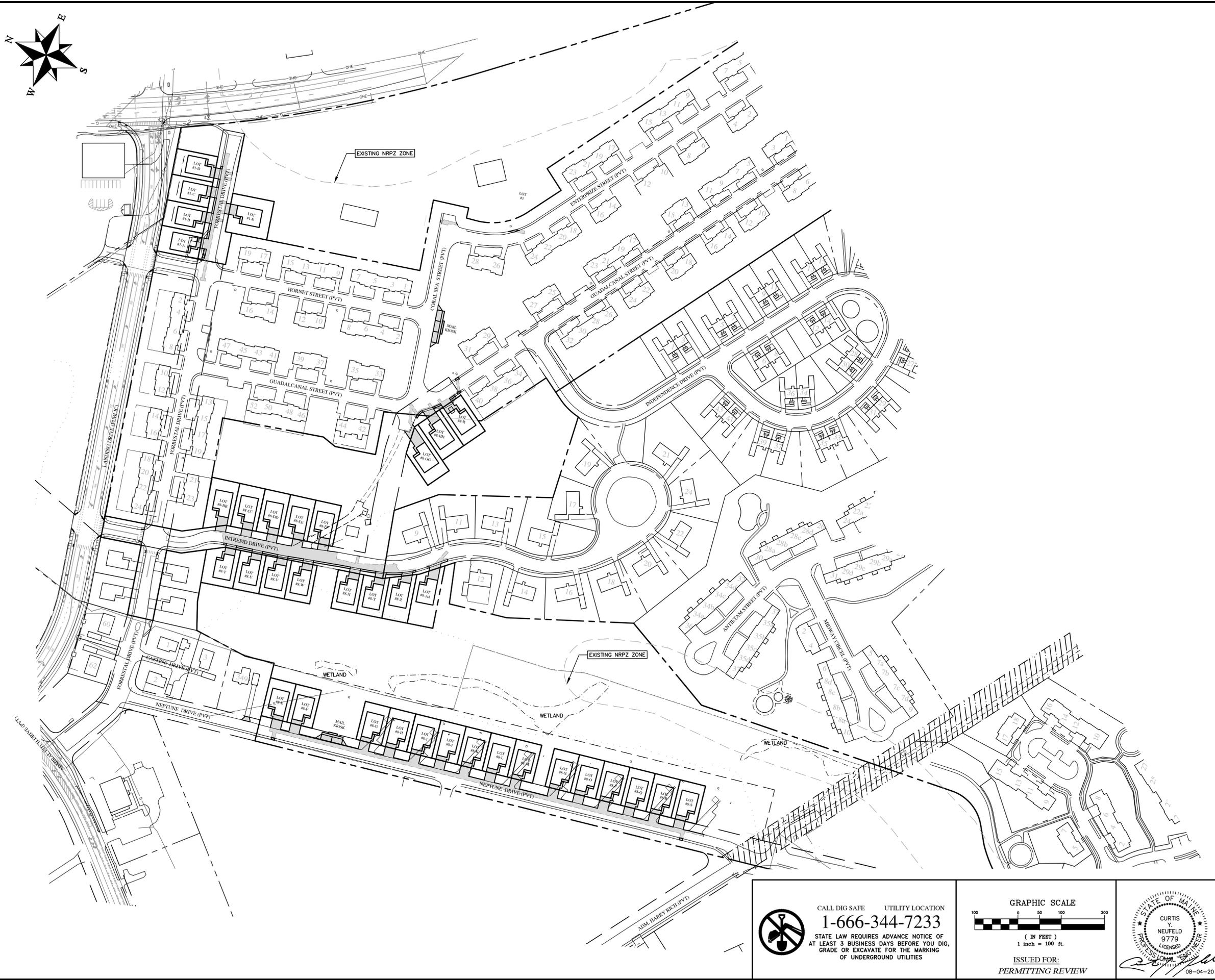
GRAPHIC SCALE
 0 50 100 200
 (IN FEET)
 1 inch = 100 ft.
 ISSUED FOR:
PERMITTING REVIEW

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	C2
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. 13200. THIS DRAWING IS THE PROPERTY AND INSTRUMENT OF SITES LINES PA. NO MODIFICATIONS OR CHANGES MAY BE MADE TO THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITES LINES PA. ANY MODIFICATION, CHANGE OR USE OF THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITES LINES 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 SITES LINES 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**

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

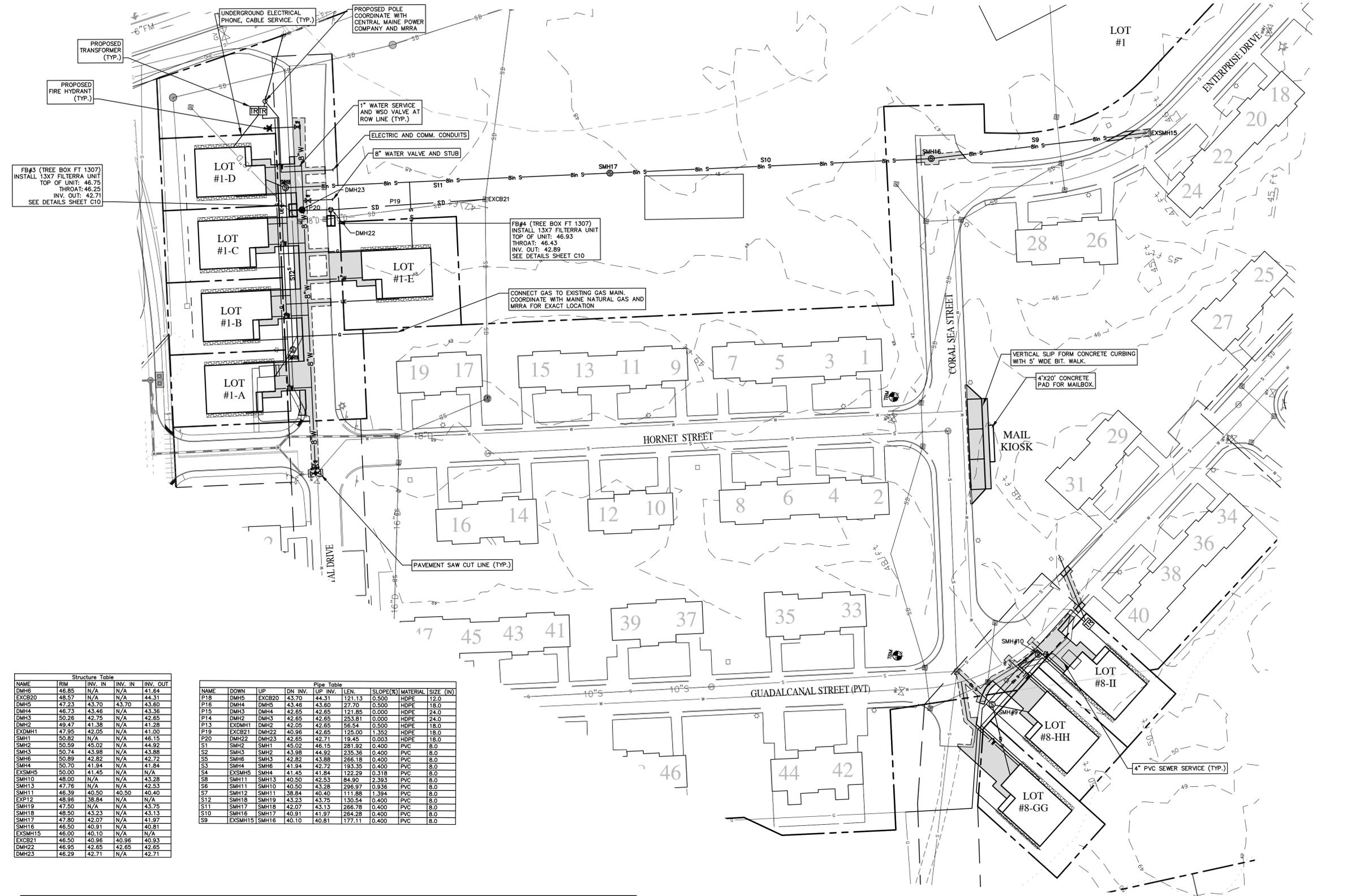
GRAPHIC SCALE
 0 50 100 200
 (IN FEET)
 1 inch = 100 ft.
 ISSUED FOR:
 PERMITTING REVIEW

STATE OF MAINE
 CURTIS Y. NEUFELD
 9779
 LICENSED PROFESSIONAL SURVEYOR
 08-04-20

SITES LINES
 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	C3
CHD BY: CYN	MAP/LOT: 40 / 131 & 138	
DATE: 03-20-2020	FILE: 3230.06-SITE	

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. IN THE EVENT OF A DISCREPANCY BETWEEN THIS DRAWING AND ANY OTHER DRAWING, THIS DRAWING SHALL PREVAIL.



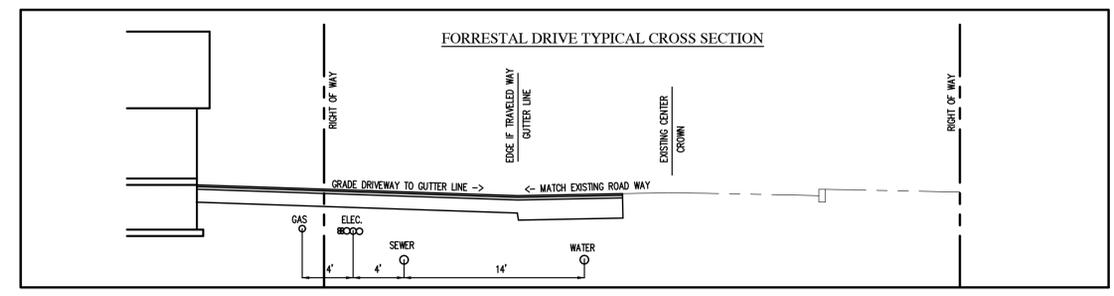
- UTILITY NOTES:**
1. ALL TERMINATIONS AND CONNECTIONS OF SERVICES SHALL BE IN COMPLIANCE WITH REQUIREMENTS OF THE UTILITY DISTRICT. ALL BACKFILLING AND COMPACTION OF WATER AND SEWER LINE TRENCHES SHALL BE AS APPROVED BY THE LOCAL UTILITY DISTRICT.
 2. THE CONTRACTOR SHALL CONTACT DIGSAFE (888-344-7233) 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.

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
EXPI2	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

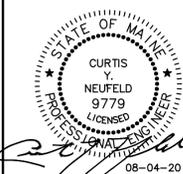
Pipe Table

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
S3	SMH6	SMH3	42.82	43.88	266.18	0.400	PVC	8.0
S4	SMH4	SMH6	41.94	42.72	193.35	0.400	PVC	8.0
S5	EXSMH5	SMH4	41.45	41.84	122.29	0.318	PVC	8.0
S6	SMH11	SMH13	40.50	42.53	84.90	2.393	PVC	8.0
S7	SMH11	SMH10	40.50	43.28	296.87	0.936	PVC	8.0
S8	SMH12	SMH11	38.84	40.40	111.88	1.394	PVC	8.0
S9	SMH19	SMH18	43.23	43.75	130.54	0.400	PVC	8.0
S10	SMH17	SMH18	42.07	43.13	266.78	0.400	PVC	8.0
S11	SMH16	SMH17	40.91	41.97	264.28	0.400	PVC	8.0
S12	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



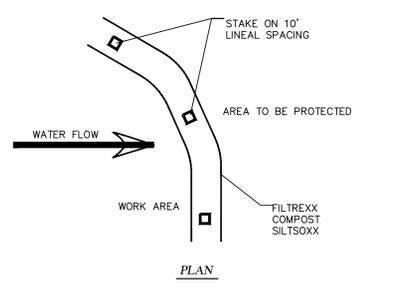
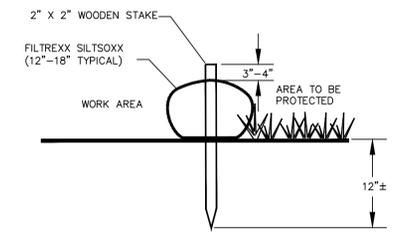
1. 08-04-20 SUBMITTED TO TOWN OF BRUNSWICK FOR APPROVAL CYN

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

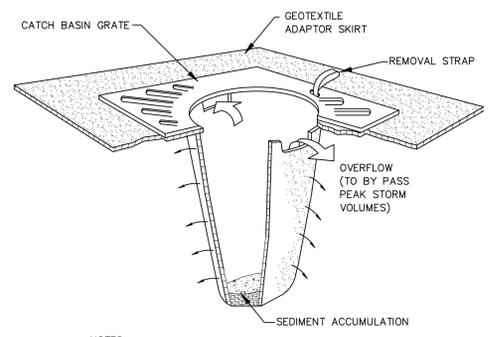
SITELINES
 119 PURINTON ROAD, SUITE A
 BRUNSWICK, MAINE 04011
 207.725.1200
CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS

FIELD WK: MC/CH	SCALE: 1" = 40'	SHEET:
DRN BY: RPL	JOB #: 3230.06	C6
CHD BY: CYN	MAP/LOT: 40 / 131 & 138	
DATE: 03-20-2020	FILE: 3230.06-SITE	

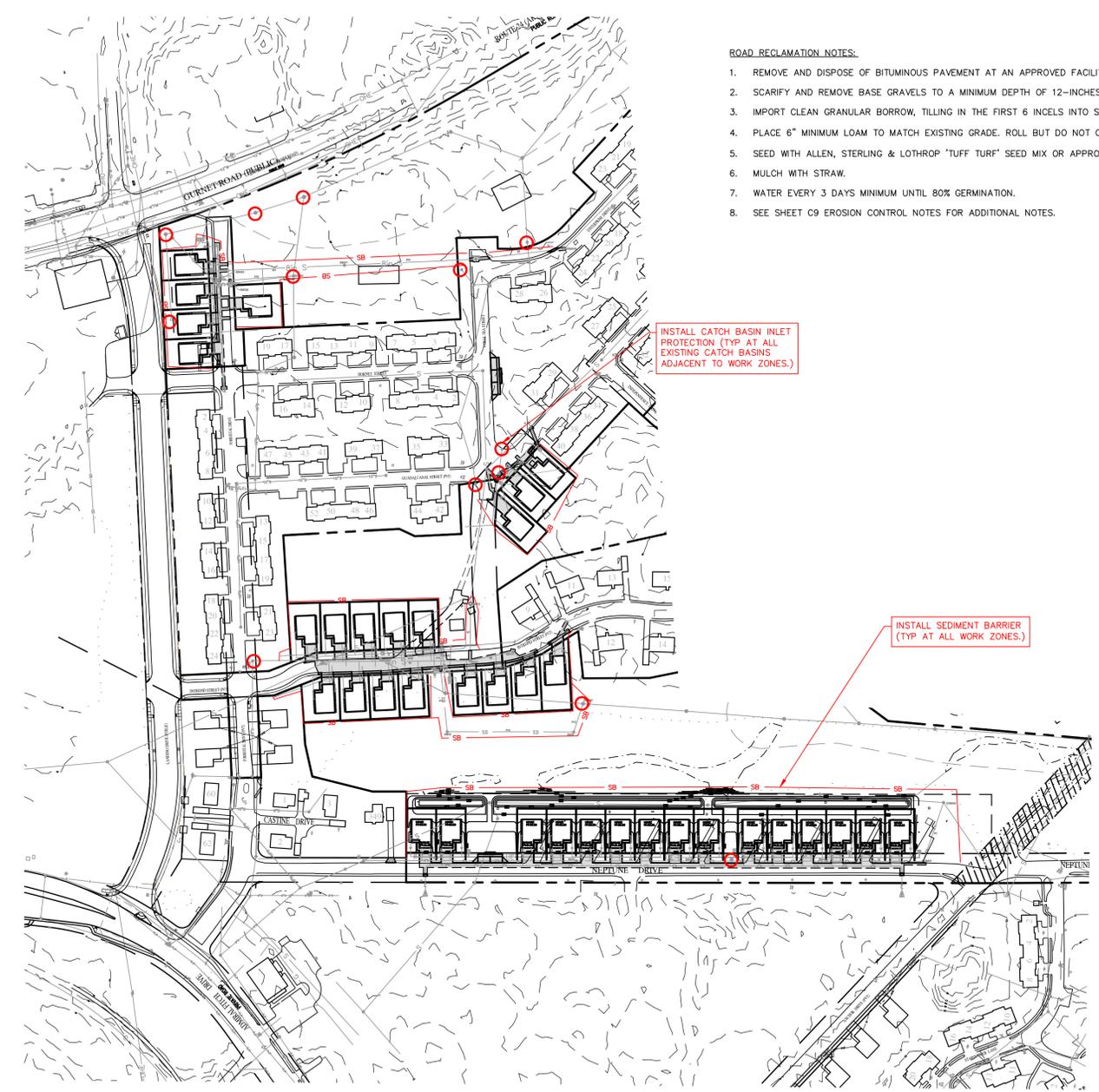
1. ALL MATERIALS TO MEET FILTREXX SPECIFICATIONS
 2. SILT SOCKS COMPOST/SOIL/ROCK/SEED FILL TO MEET APPLICATION REQUIREMENTS
 3. SILT SOCKS DEPICTED IS FOR MINIMUM SLOPES. GREATER SLOPES MAY REQUIRE LARGER SOCKS PER THE ENGINEER.
 4. COMPOST MATERIAL TO BE DISPERSED ON SITE, AS DETERMINED BY ENGINEER.
 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.)

- LEGEND**
- CATCH BASIN INLET PROTECTION
 - SB — SEDIMENT BARRIER

- 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.

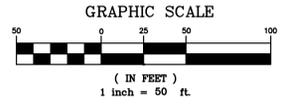
PROGRESS PRINT
 THIS PLAN IS ISSUED FOR REVIEW AND INFORMATION PURPOSES ONLY. THIS PLAN IS SUBJECT TO CHANGE AND IS NOT FOR PRICING OR CONSTRUCTION. PRICING BASED ON THIS PLAN IS NOT BINDING UNLESS SIGNED BY BOTH CONTRACTOR AND OWNER.

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

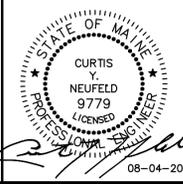
TITLE:	EROSION CONTROL PLAN	
PROJECT:	BRUNSWICK LANDING VILLAGE PHASE II BRUNSWICK LANDING, BRUNSWICK, MAINE	
PREPARED FOR:	BRUNSWICK LANDING CONDOMINIUMS, LLC 74 NEPTUNE DRIVE, BRUNSWICK ME 04011	



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



ISSUED FOR:
PERMUTTING REVIEW

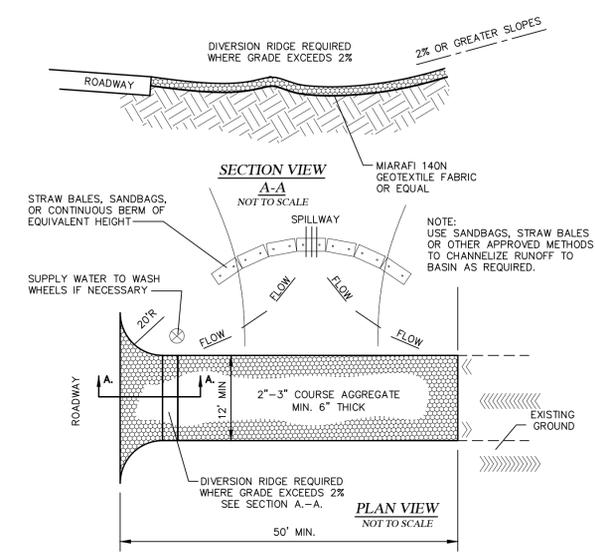


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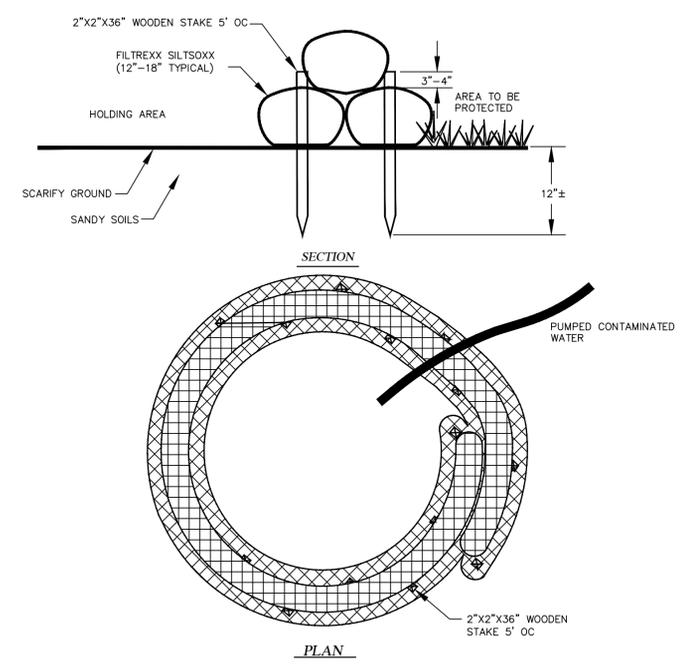
FIELD WK: MC/CH	SCALE: 1"=50'	C7
DRN BY: RPL	JOB #: 3230.06	
CHD BY: CYN	MAP/LOT: 40 / 138 & 139	
DATE: 03-20-2020	FILE: 3230.06 SITE	

A FILTREXX SILT SOCKS DETAIL "SEDIMENT BARRIER OPTION"
 N.T.S.

B TEMPORARY INLET PROTECTION DETAIL
 N.T.S.



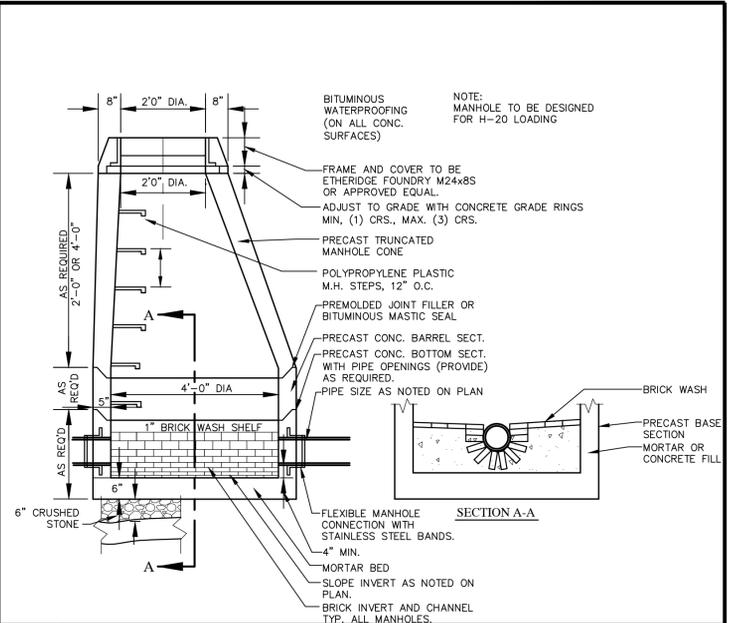
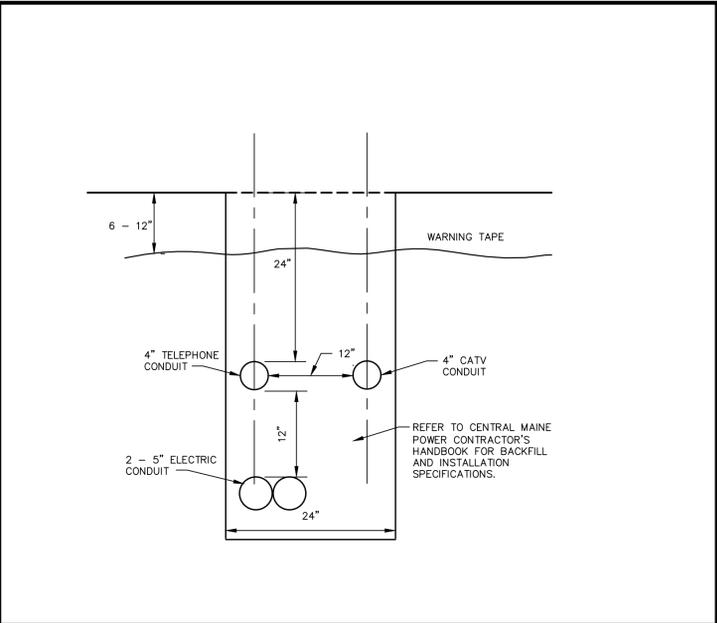
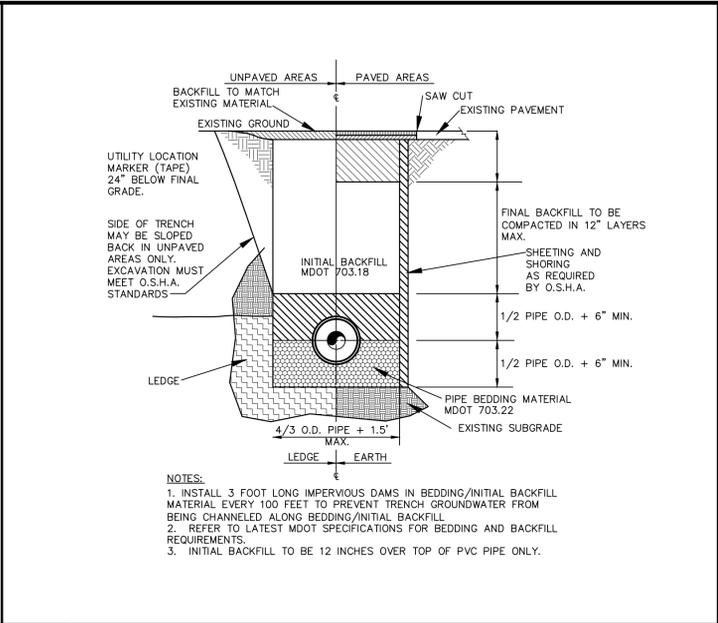
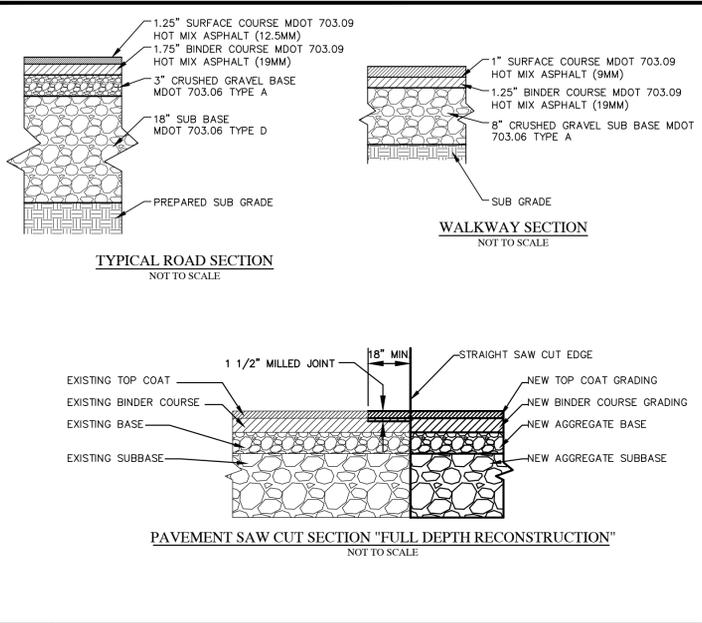
- NOTE:**
1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR, AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
 2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC 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.



D SEDIMENT TRAP DETAIL
 N.T.S.

C STABILIZED CONSTRUCTION ENTRANCE
 N.T.S.

15200. THIS DRAWING IS THE PROPERTY AND INSTRUMENT OF SITE LINES PA, INC. NO REPRODUCTION OR CHANGES MAY BE MADE TO THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITE LINES PA, INC. ANY MODIFICATION, CHANGE OR USE OF THIS DRAWING WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITE LINES PA, INC. IS PROHIBITED.

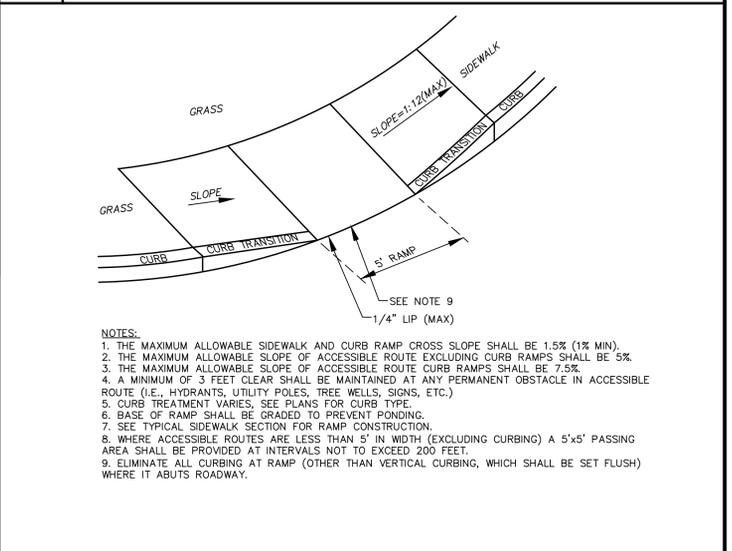
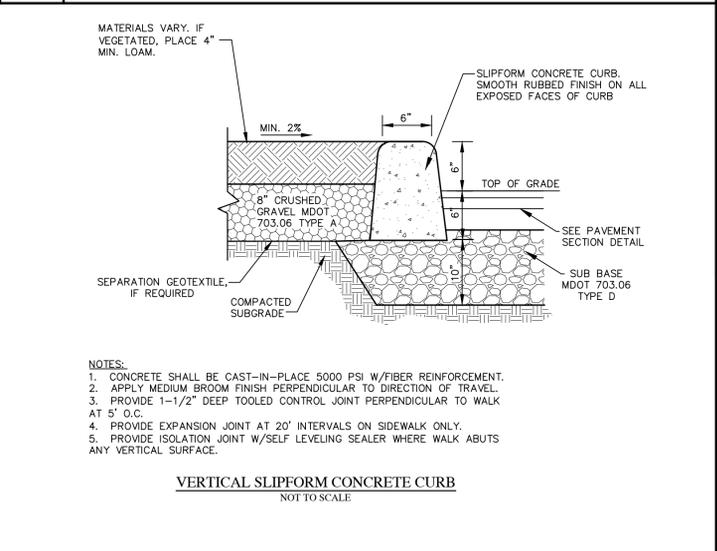
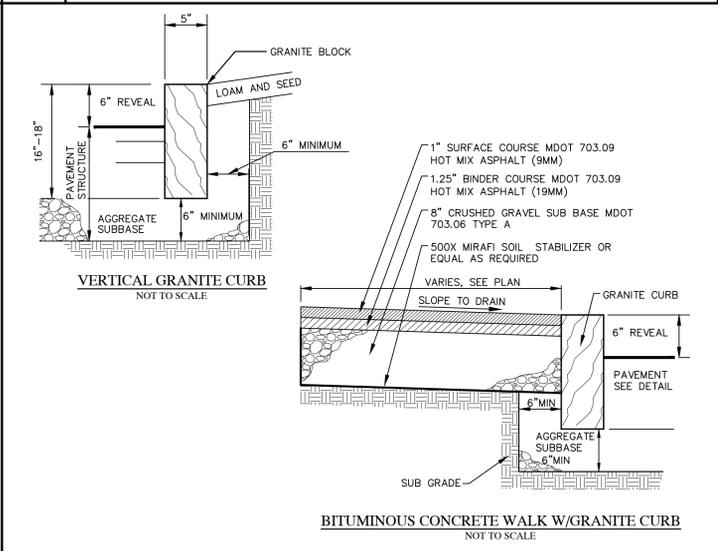
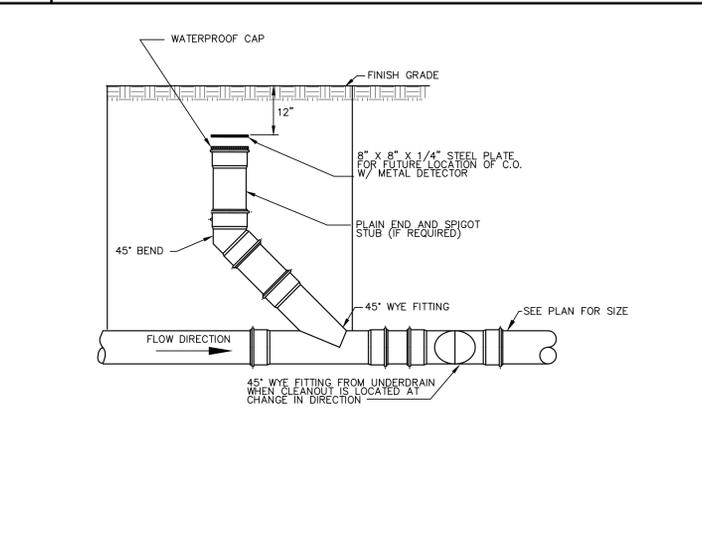


A PAVEMENT SECTIONS
N.T.S.

B TYPICAL PIPE TRENCH DETAIL
N.T.S.

C UTILITY TRENCH
N.T.S.

D SANITARY SEWER DETAIL
N.T.S.



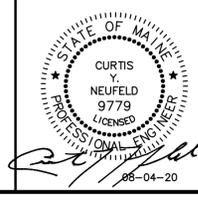
E SEWER CLEAN OUT DETAIL
N.T.S.

F CURBING DETAILS
N.T.S.

G TIP DOWN SIDEWALK RAMP
N.T.S.

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

TITLE:	SITE DEVELOPMENT DETAILS SHEET 1 OF 2	
PROJECT:	BRUNSWICK LANDING VILLAGE PHASE II BRUNSWICK LANDING, BRUNSWICK, MAINE	
OWNER:	BRUNSWICK LANDING CONDOMINIUMS, LLC 74 NEPTUNE DRIVE, BRUNSWICK ME 04011	



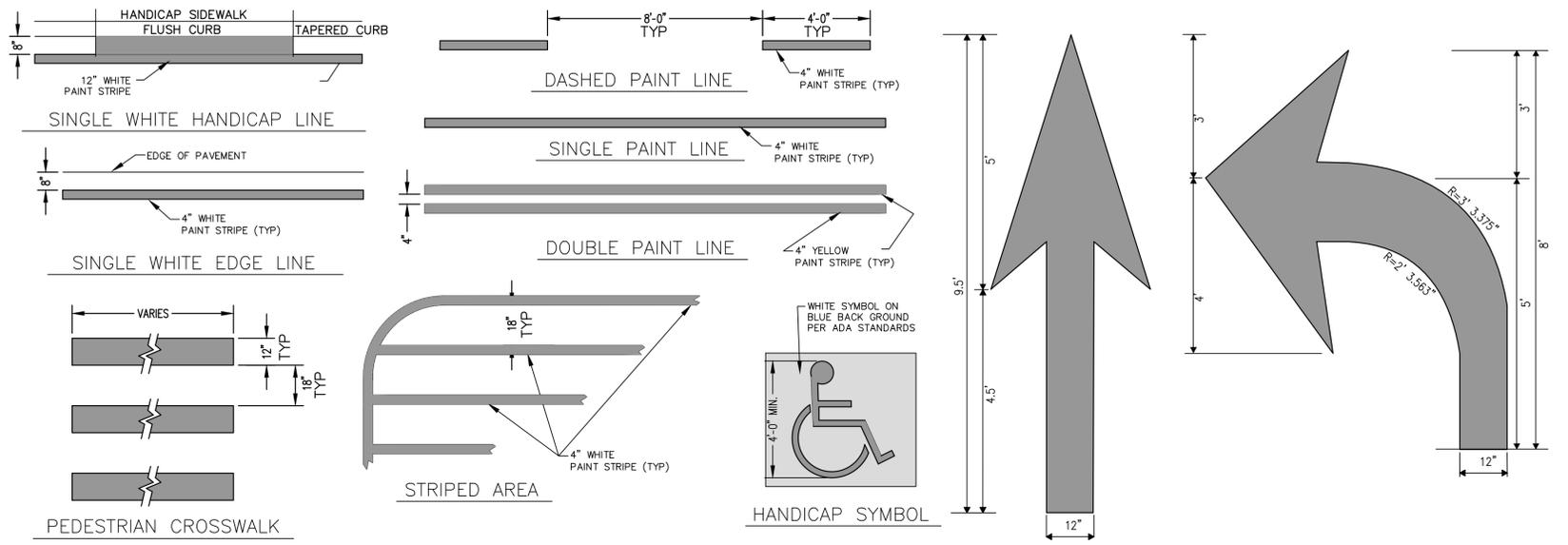
SITELINES
 119 PURINTON ROAD, SUITE A
 BRUNSWICK, MAINE 04011
 207.725.1200
CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS

FIELD WK: MC/CH	SCALE: NTS	SHEET:
DRN BY: RPL	JOB #: 3230.06	C8
CHD BY: CYN	MAP/PLOT: 40/131 & 138	
DATE: 03-20-2020	FILE: 3230.06 COV-DET	

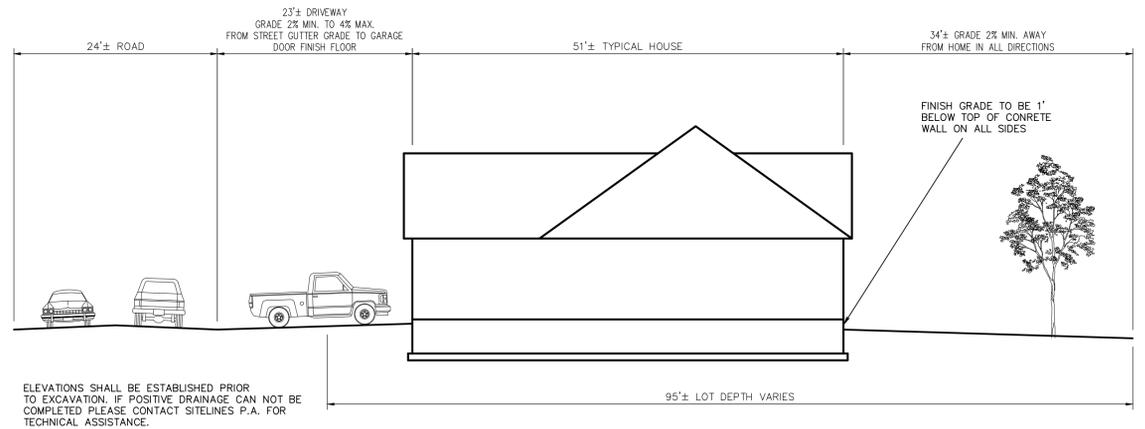
PERMITTING REVIEW

08-04-20

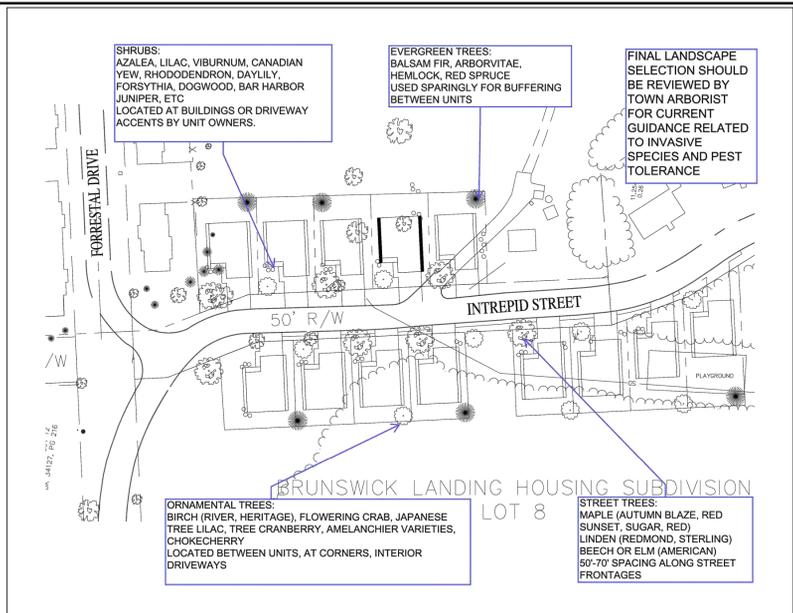
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A PAVEMENT MARKINGS
N.T.S.



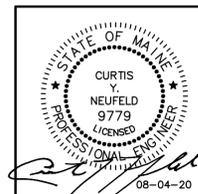
B TYPICAL LOT GRADING DETAIL
N.T.S.



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	



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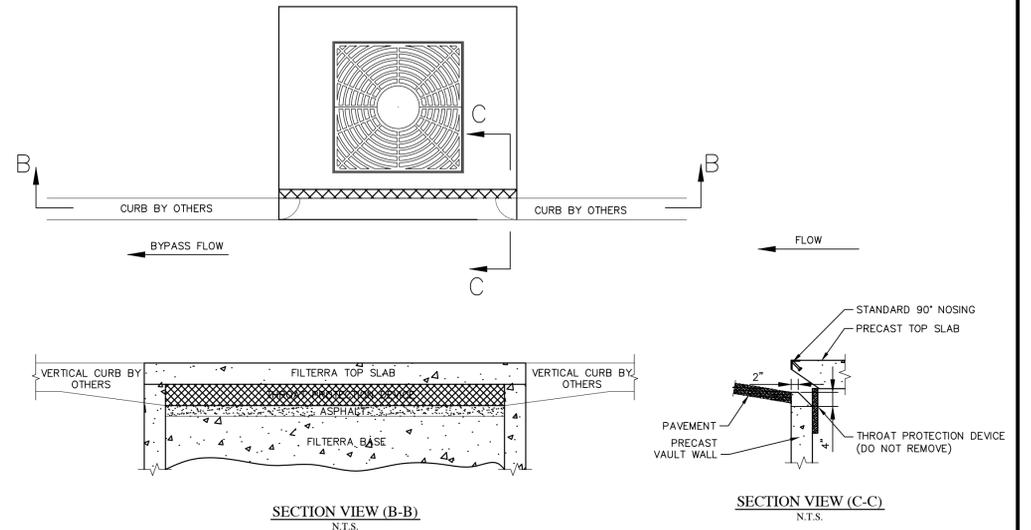
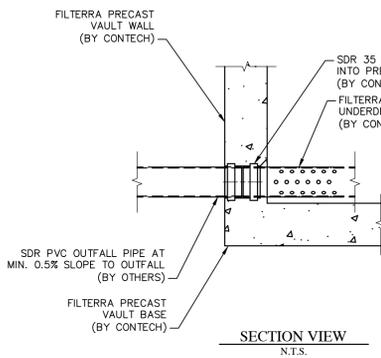
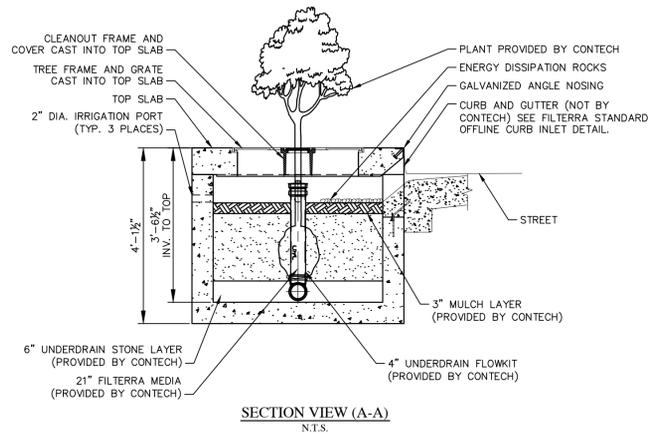
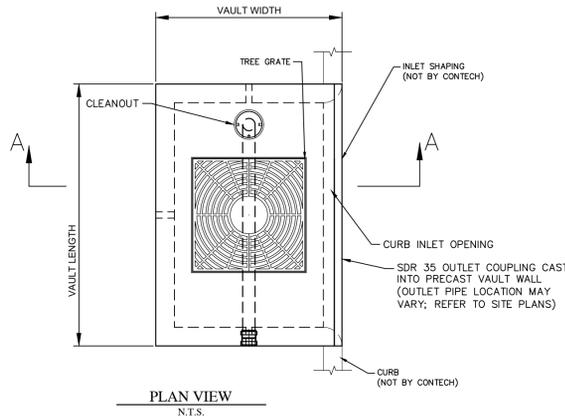
FIELD WK: MC/CH	SCALE: NTS	SHEET:
DRN BY: RPL	JOB #: 3230.06	C9
CHD BY: CYN	MAP/PLOT: 40 / 131 & 138	
DATE: 03-20-2020	FILE: 3230.06 COV-DET	

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

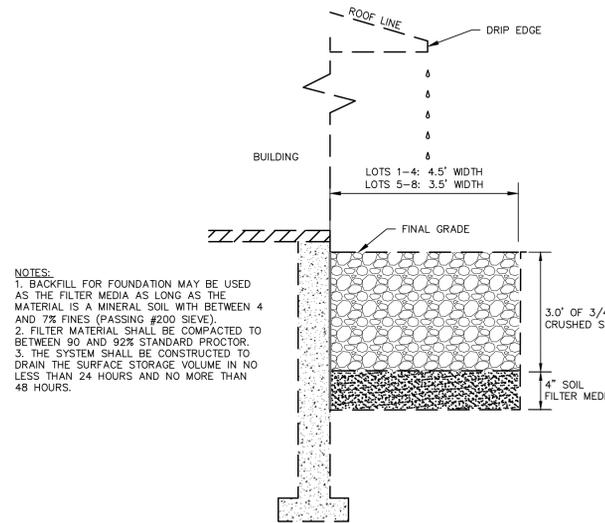
SYSTEM MUST BE INSTALLED UNDER CONTECH SUPERVISION. FOR INSTALLATION QUESTIONS, CONTACT CONTECH (207-892-0348)



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.

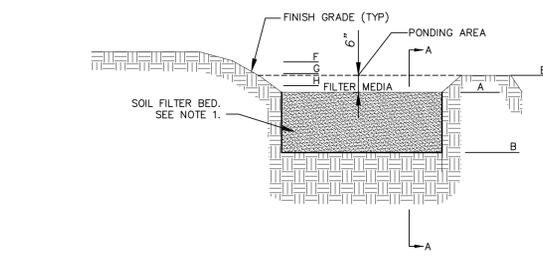
ROOF DRIPLINE FILTRATION CONSTRUCTION INSPECTIONS: AT A MINIMUM, THE PROFESSIONAL ENGINEER'S INSPECTION WILL OCCUR AFTER FOUNDATION SOIL PREPARATION BUT PRIOR TO PLACEMENT OF THE GEOTEXTILE LINING, AFTER THE FOUNDATION DRAIN PIPE IS INSTALLED BUT NOT YET BACKFILLED, AFTER THE PIPE BEDDING GRAVEL IS PLACED 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:

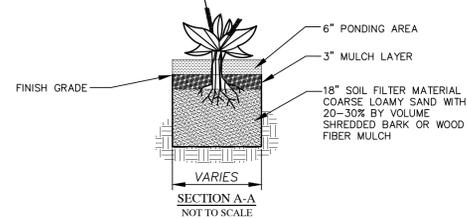
SIEVE SIZE	% PASSING BY WEIGHT
3	100
#200	4-7

D ROOF DRIPLINE FILTER DETAIL
N.T.S.



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.

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



CONSTRUCTION OVERSIGHT:

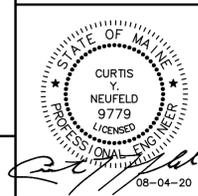
- THE APPLICANT WILL RETAIN THE SERVICES OF A PROFESSIONAL ENGINEER TO INSPECT THE CONSTRUCTION AND STABILIZATION OF ALL STORMWATER MANAGEMENT STRUCTURES TO BE BUILT AS PART OF THE PROJECT. IF NECESSARY, THE INSPECTING ENGINEER WILL INTERPRET THE CONSTRUCTION PLANS FOR THE CONTRACTOR.
- ONCE ALL STORMWATER 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

08-04-20

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EROSION AND SEDIMENTATION NOTES:

1. CONTRACTOR SHALL REFER TO THE FOLLOWING REFERENCES FOR THE DESIGN AND INSTALLATION OF TEMPORARY AND PERMANENT EROSION AND SEDIMENTATION CONTROL PRACTICES:
 - 2016 REVISION TO THE 2003 MAINE EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES MANUAL FOR DESIGNERS AND ENGINEERS
 - 2014 REVISION TO THE 2003 MAINE EROSION AND SEDIMENT CONTROL FIELD GUIDE FOR CONTRACTORS

GENERAL EROSION AND SEDIMENTATION CONTROL PRACTICES:

EROSION/SEDIMENTATION CONTROL DEVICES:

THE FOLLOWING EROSION SEDIMENTATION CONTROL DEVICES ARE PROPOSED FOR CONSTRUCTION ON THIS PROJECT. INSTALL THESE DEVICES AS INDICATED ON THE PLANS.

1. SEDIMENT BARRIER: PRIOR TO THE START OF CONSTRUCTION, SILT SOXX OR APPROVED EQUAL WILL BE INSTALLED ALONG THE DOWN GRADING EDGES OF DISTURBED AREAS TO TRAP RUNOFF BORNE SEDIMENTS UNTIL THE SITE IS STABILIZED. THE STANDARD FOR STABILIZED IS 90% COVERAGE OF SEEDED AREAS. IN AREAS WHERE STORMWATER DISCHARGES THE SEDIMENT BARRIER WILL BE REINFORCED WITH HAY BALES TO HELP MAINTAIN THE INTEGRITY OF THE SEDIMENT BARRIER AND TO PROVIDE ADDITIONAL TREATMENT.
2. HAY BALES: HAY BALES TO BE PLACED IN LOW FLOW DRAINAGE SWALES AND PATHS TO TRAP SEDIMENTS AND REDUCE RUNOFF VELOCITIES. DO NOT PLACE HAY BALES IN FLOWING WATER OR STREAMS.
3. RIPRAP: PROVIDE RIPRAP IN AREAS WHERE CULVERTS DISCHARGE OR AS SHOWN ON THE PLANS.
4. LOAM, SEED, & MULCH: ALL DISTURBED AREAS, WHICH ARE NOT OTHERWISE TREATED, SHALL RECEIVE PERMANENT SEEDING AND MULCH TO STABILIZE THE DISTURBED AREAS. THE DISTURBED AREAS WILL BE REVEGETATED WITHIN 5 DAYS OF FINAL GRADING. SEEDING REQUIREMENTS ARE PROVIDED AT THE END OF THIS SPECIFICATION.
5. STRAW AND HAY MULCH: USED TO COVER DENUDED AREAS UNTIL PERMANENT SEED OR EROSION CONTROL MEASURES ARE IN PLACE. MULCH BY ITSELF CAN BE USED ON SLOPES LESS THAN 15% IN SUMMER AND 8% IN WINTER. JUTE MESH IS TO BE USED OVER MULCH ONLY.
6. IN LIEU OF MULCH, USE EROSION CONTROL BLANKET (EQUAL TO NORTH AMERICAN GREEN SC150) TO STABILIZE AREAS OF CONCENTRATED FLOW AND DRAINAGE WAYS.
7. STABILIZED CONSTRUCTION ENTRANCE: PRIOR TO THE START OF CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE WILL BE INSTALLED AND UTILIZED FOR CONTRACTOR ACCESS. TRACKED MUD OR SEDIMENT SHALL BE REMOVED PRIOR TO THE NEXT STORM EVENT.

TEMPORARY EROSION/SEDIMENTATION CONTROL MEASURES:

PROVIDE THE FOLLOWING TEMPORARY EROSION/SEDIMENTATION CONTROL MEASURES PRIOR TO THE START OF CONSTRUCTION OF THE DEVELOPMENT:

1. SEDIMENT BARRIER ALONG THE DOWNGRADIENT SIDE OF THE PARKING AREAS AND OF ALL FILL SECTIONS. THE SEDIMENT BARRIER SHALL BE INSTALLED PRIOR TO THE START OF THE CONSTRUCTION AND WILL REMAIN IN PLACE UNTIL THE SITE IS 90% REVEGETATED.
2. HAY BALES PLACED AT KEY LOCATIONS TO SUPPLEMENT THE SEDIMENT BARRIER.
3. PROTECT TEMPORARY STOCKPILES OF STUMPS, GRUBBINGS, OR COMMON EXCAVATION AS FOLLOWS:
 - A. SOIL STOCKPILE SIDE SLOPES SHALL NOT EXCEED 2:1.
 - B. AVOID PLACING TEMPORARY STOCKPILES IN AREAS WITH SLOPES OVER 10 PERCENT, OR NEAR DRAINAGE SWALES.
 - C. STABILIZE STOCKPILES WITHIN 7 DAYS BY TEMPORARILY SEEDING WITH A HYDROSEED METHOD CONTAINING AN EMULSIFIED MULCH TACKIFIER OR BY COVERING THE STOCKPILE WITH MULCH.
 - D. SURROUND STOCKPILE SOIL WITH SEDIMENT BARRIER AT BASE OF PILE.
 - E. STORMWATER SHOULD BE PREVENTED FROM RUNNING ONTO STOCKPILES.
4. ALL DENUDED AREAS WHICH HAVE BEEN ROUGH GRADED AND ARE NOT LOCATED WITHIN THE BUILDING PAD, OR PARKING AND DRIVEWAY SUBBASE AREA SHALL BE SEED WITHIN 30 DAYS OF INITIAL EROSION OF SOIL OR WITHIN 7 DAYS AFTER COMPLETING THE ROUGH GRADING OPERATIONS. IN THE EVENT THE CONTRACTOR COMPLETES FINAL GRADING AND INSTALLATION OF LOAM AND SO WITHIN THE TIME PERIODS PRESENTED ABOVE, INSTALLATION OF MULCH AND NETTING, WHERE APPLICABLE, IS NOT REQUIRED. AT ANY TIME, THE DENUDED AREA WILL NOT EXCEED THAT WHICH CAN BE MULCHED IN ONE DAY.
5. IF WORK IS CONDUCTED BETWEEN OCTOBER 15 AND APRIL 15, ALL DENUDED AREAS ARE TO BE COVERED WITH HAY MULCH, APPLIED AT TWICE THE NORMAL APPLICATION RATE, AND ANCHORED WITH FABRIC NETTING. THE PERIOD BETWEEN FINAL GRADING AND MULCHING SHALL BE REDUCED TO A 15 DAY MAXIMUM.
6. TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED ONCE THE SITE HAS BEEN STABILIZED OR IN AREAS WHERE PERMANENT EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
7. WHENEVER PRACTICABLE, NO DISTURBANCE ACTIVITIES SHOULD TAKE PLACE WITHIN 50 FEET OF ANY WETLAND. IF DISTURBANCE ACTIVITIES TAKE PLACE BETWEEN 30 FEET AND 50 FEET OF ANY WETLAND, AND STORMWATER DISCHARGES THROUGH THE DISTURBED AREAS TOWARD THE WETLAND, PERMITTER EROSION CONTROL MEASURES MUST BE DOUBLED. IF DISTURBANCE ACTIVITIES TAKE PLACE LESS THAN 30 FEET FROM ANY PROTECTED NATURAL RESOURCE, AND STORMWATER DISCHARGES THROUGH THE DISTURBED AREAS TOWARD THE PROTECTED NATURAL RESOURCE, PERMITTER EROSION CONTROL MEASURES MUST BE DOUBLED AND DISTURBED AREAS MUST BE TEMPORARILY OR PERMANENTLY STABILIZED WITHIN 7 DAYS.
8. AREAS WITHIN 75 FT OF A WETLAND WILL BE STABILIZED WITHIN 48 HOURS OF INITIAL DISTURBANCE OF THE SOIL OR PRIOR TO ANY STORM EVENT, WHICHEVER COMES FIRST.
9. ALL AREAS WITHIN 75 FEET OF A WETLAND MUST BE PROTECTED WITH A DOUBLE ROW OF SEDIMENT BARRIERS DURING WINTER CONSTRUCTION (NOVEMBER 1 THROUGH APRIL 15).
10. TEMPORARY SEDIMENT BASINS MAY BE INSTALLED DOWNGRADIENT OF THE DISTURBED AREAS. THESE BASINS MUST BE DESIGNED TO PROVIDE STORAGE FOR EITHER THE CALCULATED RUNOFF FROM A 2-YEAR, 24-HOUR STORM OR PROVIDE FOR 3,600 CUBIC FEET OF CAPACITY PER ACRE DRAINING TO THE BASIN. OUTLET STRUCTURES MUST DISCHARGE WATER FROM THE SURFACE OF THE BASIN WHENEVER POSSIBLE. EROSION CONTROL AND VELOCITY DISSIPATION DEVICES MUST BE USED IF THE DISCHARGING WATERS ARE LIKELY TO CREATE EROSION. ACCUMULATED SEDIMENT MUST BE REMOVED AS NEEDED FROM THE BASIN TO MAINTAIN AT LEAST 1/2 OF THE DESIGN CAPACITY OF THE BASIN.
11. EXCAVATION AND EARTHWORK SHALL BE COMPLETED SUCH THAT NO MORE THAN 1 ACRE OF THE SITE IS WITHOUT STABILIZATION AT ANY ONE TIME. AT ANY TIME, THE DENUDED AREA WILL NOT EXCEED THAT WHICH CAN BE MULCHED IN ONE DAY.

PERMANENT EROSION CONTROL MEASURES:

THE FOLLOWING PERMANENT CONTROL MEASURES ARE REQUIRED BY THIS EROSION/SEDIMENTATION CONTROL PLAN:

1. ALL AREAS DISTURBED DURING CONSTRUCTION, BUT NOT SUBJECT TO OTHER RESTORATION (PAVING, RIPRAP, ETC.), WILL BE LOAMED, LIMED, FERTILIZED AND SEEDED. NATIVE TOPSOIL SHALL BE STOCKPILED AND REUSED FOR FINAL RESTORATION WHEN IT IS OF SUFFICIENT QUALITY.
2. SLOPES GREATER THAN 2:1 WILL RECEIVE RIPRAP. (NONE ANTICIPATED)

POST-CONSTRUCTION REVEGETATION:

THE FOLLOWING GENERAL PRACTICES WILL BE USED TO PREVENT EROSION AS SOON AS AN AREA IS READY TO UNDERGO FINAL GRADING.

1. A MINIMUM OF 6" OF LOAM WILL BE SPREAD OVER DISTURBED AREAS AND GRADED TO A UNIFORM DEPTH AND NATURAL APPEARANCE, OR STONE WILL BE PLACED ON SLOPES TO STABILIZE SURFACES.
2. IF FINAL GRADING IS REACHED DURING THE NORMAL GROWING SEASON (4/15 TO 9/15), PERMANENT SEEDING WILL BE DONE AS SPECIFIED BELOW. PRIOR TO SEEDING, LIMESTONE SHALL BE APPLIED AT A RATE OF 138 LBS/1000 SQ. FT. AND 10:20:20 FERTILIZER AT A RATE OF 18.4 LBS/1000 SQ.FT WILL BE APPLIED. BROADCAST SEEDING AT THE FOLLOWING RATES:

LAWNS SHALL BE: ALLEN, STERLING & LATHROP "TUFFTURF", 70% DIAMOND TALL FESCUE, 20% PLEASURE OLUS PERENNIAL RYEGRASS, 10% BARON KENTUCKY BLUEGRASS. SEEDING RATE SHALL BE 7-LBS./1,000 SQ. FT.

SWALES SHALL BE: WILDFLOWER MEADOW (SEED) FESTUCA OVINA SHEEP FESCUE; SOW AT A RATE OF 12 OZ. PER 1,000 SQ.FT. TRIFOLIUM REPENS WHITE CLOVER; SOW AT A RATE OF 1/2 OZ.PER 1,000 SQ.FT. (FLOWERS) ACHILLEA MILLEFOLIUM YARROW, AQUILEGIA CANADENSIS COLUMBINE, ASCLEPIAS TUBEROSA BUTTERFLY MILKWEEED, ASTER NOVAE-ANGLIAE NEW-ENGLAND ASTER, BAPTISIA AUSTRALIS WILD INDIGO, BOLTONIA ASTEROIDS FALSE ASTER, CHRYSANTHEMUM LEUCANTHEMUM OXEYE DAISY, DIGITALIS PURPUREA FOXGLOVE, ECHINACEA PURPUREA PURPLE CONEFLOWER, LUPINUS PERENNIS LUPINE, MONARDA FISTULOSA BERGAMOT, PAPAVER ORIENTALE ORIENTAL POPY, RUDBECKIA HIRTA BLACK-EYED SUSAN, SALVIA OFFICINALIS SAGE; SOW AT A RATE OF 1/3 OZ. EACH PER 1,000 SQ.FT. OR 4 OZ. PER 1,000 SQ.FT. IN COMBINATION

3. AN AREA SHALL BE MULCHED IMMEDIATELY AFTER IS HAS BEEN SEEDDED. MULCHING SHALL CONSIST OF HAY MULCH, HYDRO-MULCH, JUTE NET OVER MULCH, PRE-MANUFACTURED EROSION MATS OR ANY SUITABLE SUBSTITUTE DEEMED ACCEPTABLE BY THE DESIGNER.
 - A. HAY MULCH SHALL BE APPLIED AT THE RATE OF 2 TONS PER ACRE. HAY MULCH SHALL BE SECURED BY EITHER: (NOTE: SOIL SHALL NOT BE VISIBLE)
 - I. BEING DRIVEN OVER BY TRACKED CONSTRUCTION EQUIPMENT ON GRADES OF 5% AND LESS.
 - II. BLANKETED BY TACKED PHOTODEGRADABLE/BIODEGRADABLE NETTING, OR WITH SPRAY, ON GRADES GREATER THAN 5%.
 - III. SEE NOTE 6, GENERAL NOTES, AND NOTE 8, WINTER CONSTRUCTION.
 - B. HYDRO-MULCH SHALL CONSIST OF A MIXTURE OF EITHER ASPHALT, WOOD FIBER OR PAPER FIBER AND WATER SPRAYED OVER A SEEDDED AREA. HYDRO-MULCH SHALL NOT BE USED BETWEEN 9/15 AND 4/15.

4. CONSTRUCTION SHALL BE PLANNED TO ELIMINATE THE NEED FOR SEEDING BETWEEN SEPTEMBER 15 AND APRIL 15. SHOULD SEEDING BE NECESSARY BETWEEN SEPTEMBER 15 AND APRIL 15 THE FOLLOWING PROCEDURE SHALL BE FOLLOWED. ALSO REFER TO NOTE 9 OF WINTER CONSTRUCTION.
 - A. ONLY UNFROZEN LOAM SHALL BE USED.
 - B. LOAMING, SEEDING AND MULCHING WILL NOT BE DONE OVER SNOW OR ICE COVER. IF SNOW EXISTS, IT MUST BE REMOVED PRIOR TO PLACEMENT OF SEED.
 - C. WHERE PERMANENT SEEDING IS NECESSARY, ANNUAL WINTER RYE (1.2 LBS/1000 SQ.FT) SHALL BE ADDED TO THE PREVIOUSLY NOTED AREAS.
 - D. WHERE TEMPORARY SEEDING IS REQUIRED, ANNUAL WINTER RYE (2.6 LBS/1000 SQ. FT.) SHALL BE SOWN INSTEAD OF THE PREVIOUSLY NOTED SEEDING RATE.
 - E. FERTILIZING, SEEDING AND MULCHING SHALL BE APPLIED TO LOAM THE DAY THE LOAM IS SPREAD BY MACHINERY.
 - F. ALTERNATIVE HAY MULCH SHALL BE SECURED WITH PHOTODEGRADABLE/BIODEGRADABLE NETTING. TRACKING BY MACHINERY ALONE WILL NOT SUFFICE.
5. FOLLOWING FINAL SEEDING, THE SITE WILL BE INSPECTED EVERY 30 DAYS UNTIL 85% COVER HAS BEEN ESTABLISHED. RESEEDING WILL BE CARRIED OUT BY THE CONTRACTOR WITHIN 10 DAYS OF NOTIFICATION BY THE ENGINEER THAT THE EXISTING CATCH IS INADEQUATE.

MONITORING SCHEDULE:

THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING, MONITORING, MAINTAINING, REPAIRING, REPLACING AND REMOVING ALL OF THE EROSION AND SEDIMENTATION CONTROLS OR APPOINTING A QUALIFIED SUBCONTRACTOR TO DO SO. MAINTENANCE MEASURES WILL BE APPLIED AS NEEDED DURING THE ENTIRE CONSTRUCTION CYCLE. AFTER EACH RAINFALL, A VISUAL INSPECTION WILL BE MADE OF ALL EROSION AND SEDIMENTATION CONTROLS AS FOLLOWS:

1. HAY BALE BARRIERS, SEDIMENT BARRIER, AND STONE CHECK DAMS SHALL BE INSPECTED AND REPAIRED ONCE A WEEK OR IMMEDIATELY FOLLOWING ANY SIGNIFICANT RAINFALL. SEDIMENT TRAPPED BEHIND THESE BARRIERS SHALL BE EXCAVATED WHEN IT REACHES A DEPTH OF 6" AND REDISTRIBUTED TO AREAS UNDERGOING FINAL GRADING. SHOULD THE HAY BALE BARRIERS PROVE TO BE INEFFECTIVE, THE CONTRACTOR SHALL INSTALL SEDIMENT BARRIER BEHIND THE HAY BALES.
2. VISUALLY INSPECT RIPRAP ONCE A WEEK OR AFTER EACH SIGNIFICANT RAINFALL AND REPAIR AS NEEDED. REMOVE SEDIMENT TRAPPED BEHIND THESE DEVICES ONCE IT ATTAINS A DEPTH EQUAL TO 1/2 THE HEIGHT OF THE DAM OR RISER. DISTRIBUTE REMOVED SEDIMENT OFF-SITE OR TO AN AREA UNDERGOING FINAL GRADING.
3. REVEGETATION OF DISTURBED AREAS WITHIN 25' OF DRAINAGE-COURSE/STREAM WILL BE SEEDD WITH THE "MEADOW AREA MIX" AND INSPECTED ON A WEEKLY BASIS OR AFTER EACH SIGNIFICANT RAINFALL AND RESEEDD AS NEEDED. EXPOSED AREAS WILL BE RESEEDD AS NEEDED UNTIL THE AREA HAS OBTAINED 100% GROWTH RATE. PROVIDE PERMANENT RIPRAP FOR SLOPES IN EXCESS OF 3:1 AND WITHIN 25' OF DRAINAGE COURSE.

HOUSEKEEPING:

FROM THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, CHAPTER 500, APPENDIX C.

1. SPILL PREVENTION. CONTROLS MUST BE USED TO PREVENT POLLUTANTS FROM CONSTRUCTION AND WASTE MATERIALS STORED ON SITE TO ENTER STORMWATER, WHICH INCLUDES STORAGE PRACTICES TO MINIMIZE EXPOSURE OF THE MATERIALS TO STORMWATER. THE SITE CONTRACTOR MUST DEVELOP, AND IMPLEMENT AS NECESSARY, APPROPRIATE SPILL PREVENTION, CONTAINMENT, AND RESPONSE PLANNING MEASURES.

NOTE: ANY SPILL OR RELEASE OF TOXIC OR HAZARDOUS SUBSTANCES MUST BE REPORTED TO THE DEPARTMENT. FOR OIL SPILLS, CALL 1-800-482-0777 WHICH IS AVAILABLE 24 HOURS A DAY. FOR SPILLS OF TOXIC OR HAZARDOUS MATERIAL, CALL 1-800-452-4664 WHICH IS AVAILABLE 24 HOURS A DAY. FOR MORE INFORMATION, VISIT THE DEPARTMENT'S WEBSITE AT : [HTTP://WWW.MAINE.GOV/DEP/SPILLS/EMERGSPILLSRESP/](http://www.maine.gov/dep/spills/emergspillsresp/)

2. GROUNDWATER PROTECTION. DURING CONSTRUCTION, LIQUID PETROLEUM PRODUCTS AND OTHER HAZARDOUS MATERIALS WITH THE POTENTIAL TO CONTAMINATE GROUNDWATER MAY NOT BE STORED OR HANDLED IN AREAS OF THE SITE DRAINING TO AN INFILTRATION AREA. AN "INFILTRATION AREA" IS ANY AREA OF THE SITE THAT BY DESIGN OR AS A RESULT OF SOILS, TOPOGRAPHY AND OTHER RELEVANT FACTORS ACCUMULATES RUNOFF THAT INFILTRATES INTO THE SOIL, DIKES, BERMS, SUMPS, AND OTHER FORMS OF SECONDARY CONTAMINATION THAT PREVENT DISCHARGE TO GROUNDWATER MAY BE USED TO ISOLATE PORTIONS OF THE SITE FOR THE PURPOSES OF STORAGE AND HANDLING OF THESE MATERIALS. ANY PROJECT PROPOSING INFILTRATION OF STORMWATER MUST PROVIDE ADEQUATE PRE-TREATMENT OF STORMWATER PRIOR TO DISCHARGE OF STORMWATER TO THE INFILTRATION AREA, OR PROVIDE FOR TREATMENT WITHIN THE INFILTRATION AREA, IN ORDER TO PREVENT THE ACCUMULATION OF FINES, REDUCTION IN INFILTRATION RATE, AND CONSEQUENT FLOODING AND DESTABILIZATION.

NOTE: LACK OF APPROPRIATE POLLUTANT REMOVAL BEST MANAGEMENT PRACTICES (BMPs) MAY RESULT IN VIOLATIONS OF THE GROUNDWATER QUALITY STANDARD ESTABLISHED BY 38 M.R.S.A. §465-C(1).

3. FUGITIVE SEDIMENT AND DUST. ACTIONS MUST BE TAKEN TO ENSURE THAT ACTIVITIES DO NOT RESULT IN NOTICEABLE EROSION OF SOILS OR FUGITIVE DUST EMISSIONS DURING OR AFTER CONSTRUCTION. OIL MAY NOT BE USED FOR DUST CONTROL, BUT OTHER WATER ADDITIVES MAY BE CONSIDERED AS NEEDED. A STABILIZED CONSTRUCTION ENTRANCE (SCE) SHALL BE INSTALLED AT THE END OF THE EXIST PAVED ACCESS TO THE SITE TO MINIMIZE TRACKING OF MUD AND SEDIMENT. IF OFF-SITE TRACKING OCCURS, PUBLIC ROADS SHOULD BE KEPT CLEAN AND FREE OF MUD AND SEDIMENT. PRIOR TO SIGNIFICANT STORM EVENTS, OPERATIONS DURING DRY MONTHS, THAT EXPERIENCE FUGITIVE DUST PROBLEMS, SHOULD WET DOWN UNPAVED ACCESS ROADS ONCE A WEEK OR MORE FREQUENTLY AS NEEDED WITH A WATER ADDITIVE TO SUPPRESS FUGITIVE SEDIMENT AND DUST.

4. DEBRIS AND OTHER MATERIALS. MINIMIZE THE EXPOSURE OF CONSTRUCTION DEBRIS, BUILDING AND LANDSCAPING MATERIALS, TRASH, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, SANITARY WASTE AND OTHER MATERIALS TO PRECIPITATION AND STORMWATER RUNOFF. THESE MATERIALS MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE.

5. EXCAVATION DE-WATERING. EXCAVATION DE-WATERING IS THE REMOVAL OF WATER FROM TRENCHES, FOUNDATIONS, COPPER DAMS, PONDS, AND OTHER AREAS WITHIN THE CONSTRUCTION AREA THAT RETAIN WATER AFTER EXCAVATION. IN MOST CASES THE COLLECTED WATER IS HEAVILY SILTED AND HINDERS CORRECT AND SAFE CONSTRUCTION PRACTICES. THE COLLECTED WATER REMOVED FROM THE PONDED AREA, EITHER THROUGH GRAVITY OR PUMPING, MUST BE SPREAD THROUGH NATURAL WOODDED BUFFERS OR REMOVED TO AREAS THAT ARE SPECIFICALLY DESIGNED TO COLLECT THE MAXIMUM AMOUNT OF SEDIMENT POSSIBLE, LIKE A COFFERDAM SEDIMENTATION BASIN. AVOID ALLOWING THE WATER TO FLOW OVER DISTURBED AREAS OF THE SITE. EQUIVALENT MEASURES MAY BE TAKEN IF APPROVED BY THE DEPARTMENT.

EXCAVATION DEWATERING IS ANTICIPATED FOR THIS PROJECT. SHOULD IT BE NECESSARY, THE COLLECTED WATER REMOVED FROM THE PONDED AREA, EITHER THROUGH GRAVITY OR PUMPING, MUST BE REMOVED TO AREAS THAT ARE SPECIFICALLY DESIGNED TO COLLECT THE MAXIMUM AMOUNT OF SEDIMENT POSSIBLE, LIKE A SEDIMENT TRAP (SEE DETAIL THIS SHEET), DIRT BAG, OR SEDIMENTATION BASIN. A DEWATERING DISCHARGE PLAN SHALL BE SUBMITTED TO THE OWNER'S REPRESENTATIVE FOR APPROVAL.

6. AUTHORIZED NON-STORMWATER DISCHARGES. IDENTIFY AND PREVENT CONTAMINATION BY NON-STORMWATER DISCHARGES. WHERE ALLOWED NON-STORMWATER DISCHARGES EXIST, THEY MUST BE IDENTIFIED AND STEPS SHOULD BE TAKEN TO ENSURE THE IMPLEMENTATION OF APPROPRIATE POLLUTION PREVENTION MEASURES FOR THE NON-STORMWATER COMPONENT(S) OF THE DISCHARGE. AUTHORIZED NON-STORMWATER DISCHARGES ARE:

- (a) DISCHARGES FROM FIREFIGHTING ACTIVITY;
- (b) FIRE HYDRANT FLUSHINGS
- (c) VEHICLE WASHWATER IF DETERGENTS ARE NOT USED AND WASHING IS LIMITED TO THE EXTERIOR OF VEHICLES (ENGINE, UNDERCARRIAGE AND TRANSMISSION WASHING IS PROHIBITED);
- (d) DUST CONTROL RUNOFF IN ACCORDANCE WITH PERMIT CONDITIONS AND CHAPTER 500 APPENDIX (C)(3);
- (e) ROUTINE EXTERNAL BUILDING WASHDOWN, NOT INCLUDING SURFACE PAINT REMOVAL, THAT DOES NOT INVOLVE DETERGENTS;
- (f) PAVEMENT WASHWATER (WHERE SPILLS/LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE NOT OCCURRED, UNLESS ALL SPILLED MATERIAL HAD BEEN REMOVED) IF DETERGENTS ARE NOT USED;
- (g) UNCONTAMINATED AIR CONDITIONING OR COMPRESSOR CONDENSATE;
- (h) UNCONTAMINATED GROUNDWATER OR SPRING WATER;
- (i) FOUNDATION OR FOOTER DRAIN-WATER WHERE FLOWS ARE NOT CONTAMINATED;
- (j) UNCONTAMINATED EXCAVATION DEWATERING (SEE REQUIREMENTS IN APPENDIX C(5));
- (k) POTABLE WATER SOURCES INCLUDING WATERLINE FLUSHINGS; AND
- (l) LANDSCAPE IRRIGATION.

7. UNAUTHORIZED NON-STORMWATER DISCHARGES. THE DEPARTMENT'S APPROVAL UNDER CHAPTER 500 DOES NOT AUTHORIZE A DISCHARGE THAT IS MIXED WITH NON-STORMWATER OTHER THAN THOSE DISCHARGES IN COMPLIANCE WITH APPENDIX C (6). SPECIFICALLY, THE DEPARTMENT'S APPROVAL DOES NOT AUTHORIZE DISCHARGES OF THE FOLLOWING:

- (a) WASTEWATER FROM THE WASHOUT OR CLEANOUT OF CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS OR OTHER CONSTRUCTION MATERIALS;
- (b) FUELS, OILS OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE;
- (c) SOAPS, SOLVENTS, OR DETERGENTS USED IN VEHICLE AND EQUIPMENT WASHING; AND
- (d) TOXIC OR HAZARDOUS SUBSTANCES FROM A SPILL OR OTHER RELEASE.

CONSTRUCTION PHASE:

THE FOLLOWING GENERAL PRACTICES WILL BE USED TO PREVENT EROSION DURING CONSTRUCTION OF THIS PROJECT.

1. INSTALL STABILIZED CONSTRUCTION ENTRANCE AND MAINTAIN UNTIL SITE IS PAVED.
2. ONLY THOSE AREAS NECESSARY FOR CONSTRUCTION WILL BE DISTURBED.
3. PRIOR TO THE START OF CONSTRUCTION, SEDIMENT BARRIER WILL BE INSTALLED ACROSS THE SLOPE(S), ON THE CONTOUR, AT OR JUST BELOW THE LIMITS OF CLEARING OR GRUBBING, AND/OR JUST ABOVE ANY ADJACENT TRAVELED WAY TO PROTECT IT FROM CONSTRUCTION-RELATED EROSION.
4. CLEAR AND GRUB WORK SITE AS NEEDED TO EXECUTE PLANS USING CAUTION NOT TO OVER EXPOSE THE SITE.

5. STORMWATER MANAGEMENT SYSTEM WILL BE INSTALLED PRIOR TO CONSTRUCTION OF SITE ELEMENTS THAT DISCHARGE TO THESE SYSTEMS. NO STORMWATER SHALL BE DIRECTED TO THE BIORETENTION FILTERS UNTIL THE SITE IS COMPLETELY STABILIZED. TEMPORARY INFILTRATION BASINS SHALL BE INSTALLED TO COLLECT ANY INFILTRATE ANY STORMWATER RUNOFF FROM THE SITE DURING CONSTRUCTION AND PRIOR TO STABILIZATION.
6. DISTURBED AREAS WILL BE PERMANENTLY STABILIZED WITHIN 15 DAYS OF FINAL GRADING, OR TEMPORARILY STABILIZED WITHIN 30 DAYS OF THE INITIAL DISTURBANCES OF SOILS. DISTURBED AREAS WILL BE STABILIZED BEFORE STORMS. LOAM WILL BE SAVED FOR LATER USE WHERE POSSIBLE. EXCESS SOIL MATERIALS WILL BE USED AS FILL OR REMOVED FROM SITE TO AN APPROVED LOCATION.
7. AT A MINIMUM, THE EROSION CONTROL MEASURES SHALL BE REVIEWED AND REPAIRED ONCE A WEEK OR IMMEDIATELY FOLLOWING ANY SIGNIFICANT RAINFALL OR SNOWMELT. SEDIMENT TRAPPED BEHIND THESE BARRIERS SHALL BE EXCAVATED WHEN IT REACHES A DEPTH OF 6 INCHES AND BE DISCARDED ON THE SITE. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED AS INDICATED ON THE DRAWINGS.
8. LOAM, LIME, FERTILIZE, SEED, AND MULCH LANDSCAPED AND OTHER DISTURBED AREAS.
9. ONCE THE SITE IS STABILIZED AND A 90% CATCH OF VEGETATION HAS BEEN OBTAINED, REMOVE ALL TEMPORARY EROSION CONTROL MEASURES.
10. TOUCH UP LOAM AND SEED.

NOTE: ALL DENUDED AREAS NOT SUBJECT TO FINAL PAVING, RIPRAP OR GRAVEL SHALL BE REVEGETATED.

EROSION CONTROL DURING WINTER CONSTRUCTION:

1. WINTER CONSTRUCTION PERIOD: NOVEMBER 1 THROUGH APRIL 15.
2. WINTER EXCAVATION AND EARTHWORK SHALL BE COMPLETED SUCH THAT NO MORE THAN ONE (1) ACRE OF THE SITE IS WITHOUT STABILIZATION AT ANY ONE TIME.
3. EXPOSED AREA SHALL BE LIMITED TO THOSE AREAS TO BE MULCHED IN ONE DAY. AT THE END OF EACH WORK WEEK NO AREAS MAY BE LEFT UNSTABILIZED OVER THE WEEKEND.
4. CONTINUATION OF EARTHWORK OPERATIONS ON ADDITIONAL AREAS SHALL NOT BEGIN UNTIL THE EXPOSED SOIL SURFACE ON THE AREA BEING WORKED HAS BEEN STABILIZED, SUCH THAT NO LARGER AREA OF THE SITE IS WITHOUT EROSION CONTROL PROTECTION AS LISTED IN ITEM 2 ABOVE.
5. AN AREA SHALL BE CONSIDERED TO HAVE BEEN STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED WITH STRAW OR HAY AT A RATE OF 150 LB. PER 1000 S.F. (WITH OR WITHOUT SEEDING) OR DORMANT SEEDD, MULCHED AND ANCHORED SUCH THAT SOIL SURFACE IS NOT VISIBLE THROUGH THE MULCH. NOTE: AN AREA IS ALSO CONSIDERED STABLE IF SODDED, COVERED WITH GRAVEL (PARKING LOTS) OR STRUCTURAL SAND.
6. BETWEEN THE DATES OF OCTOBER 15 AND APRIL 1, LOAM OR SEED WILL NOT BE REQUIRED. DURING PERIODS OF ABOVE FREEZING TEMPERATURES THE SLOPES SHALL BE FINE GRADED AND EITHER PROTECTED WITH MULCH OR TEMPORARILY SEEDD AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT CAN BE APPLIED. IF THE DATE IS AFTER NOVEMBER 1 AND IF THE EXPOSED AREA HAS BEEN LOAMED, FINAL GRADED WITH A UNIFORM SURFACE, THEN THE AREA MAY BE DORMANT SEEDD AT A RATE OF 3 TIMES HIGHER THAN SPECIFIED FOR PERMANENT SEED AND THEN MULCHED. IF CONSTRUCTION CONTINUES DURING FREEZING WEATHER, ALL EXPOSED AREAS SHALL BE CONTINUOUSLY GRADED BEFORE FREEZING AND THE SURFACE TEMPORARILY PROTECTED FROM EROSION BY THE APPLICATION OF MULCH. SLOPES SHALL NOT BE LEFT UNEXPOSED OVER THE WINTER OR ANY OTHER EXTENDED TIME OF WORK SUSPENSION UNLESS TREATED IN THE ABOVE MANNER. UNTIL SUCH TIME AS WEATHER CONDITIONS ALLOW, DITCHES TO BE FINISHED WITH THE PERMANENT SURFACE TREATMENT. EROSION SHALL BE CONTROLLED BY THE INSTALLATION OF BALES OF HAY, SEDIMENT BARRIER OR STONE CHECK DAMS IN ACCORDANCE WITH THE STANDARD DETAILS SHOWN ON THE DESIGN DRAWINGS. NOTE: DORMANT SEEDING SHOULD NOT BE ATTEMPTED UNLESS SOIL TEMPERATURE REMAINS BELOW 50 DEGREES AND DAY TIME TEMPERATURES REMAIN IN THE 30'S.
7. MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WAYS, SLOPES GREATER THAN 3% FOR SLOPES EXPOSED TO DIRECT WINDS AND FOR ALL OTHER SLOPES GREATER THAN 8%. VEGETATED DRAINAGE SWALES SHALL BE LINED WITH STRAW-COCOONUT EROSION CONTROL BLANKET (NORTH AMERICAN GREEN SC150 OR APPROVED EQUAL).
8. BETWEEN THE DATES OF OCTOBER 15 TO NOVEMBER 1, WINTER RYE IS RECOMMENDED FOR STABILIZATION. AFTER NOVEMBER 1, WINTER RYE IS NOT EFFECTIVE. AROUND NOVEMBER 15 OR LATER, ONCE TEMPERATURES OF THE AIR AND SOIL PERMIT, DORMANT SEEDING IS EFFECTIVE.
9. IN THE EVENT OF SNOWFALL (FRESH OR CUMULATIVE) GREATER THAN 1 INCH DURING WINTER CONSTRUCTION PERIOD ALL SNOW SHALL BE REMOVED FROM THE AREAS OF SEEDING AND MULCHING PRIOR TO PLACEMENT.
10. ALL AREAS WITHIN 75 FEET OF A PROTECTED NATURAL RESOURCE MUST BE PROTECTED WITH A DOUBLE ROW OF SEDIMENT BARRIERS.

SITE INSPECTION AND MAINTENANCE:

1. WEEKLY INSPECTIONS, AS WELL AS ROUTINE INSPECTIONS FOLLOWING EACH RAINFALL, SNOWSTORM, OR THAWING, SHALL BE CONDUCTED BY THE GENERAL CONTRACTOR OF ALL TEMPORARY AND PERMANENT EROSION CONTROL DEVICES UNTIL FINAL ACCEPTANCE OF THE PROJECT (90% GRASS CATCH). NECESSARY REPAIRS SHALL BE MADE TO CORRECT UNDERMINING OR DETERIORATION. FINAL ACCEPTANCE SHALL INCLUDE A SITE INSPECTION TO VERIFY THE STABILITY OF ALL DISTURBED AREAS AND SLOPES. UNTIL FINAL INSPECTION, ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL IMMEDIATELY BE CLEANED, AND REPAIRED BY THE GENERAL CONTRACTOR AS REQUIRED. DISPOSAL OF ALL TEMPORARY EROSION AND CONTROL DEVICES SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

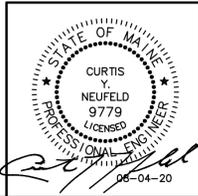
IT IS RECOMMENDED THAT THE OWNER HIRE THE SERVICES OF THE DESIGN ENGINEER TO PROVIDE COMPLIANCE INSPECTIONS (DURING ACTIVE CONSTRUCTION) RELATIVE TO IMPLEMENTATION OF THE STORMWATER AND EROSION CONTROL PLANS. SUCH INSPECTIONS SHOULD BE LIMITED TO ONCE A WEEK OR AS NECESSARY AND BE REPORTABLE TO THE OWNER, TOWN AND DEP.

DURING WINTER CONSTRUCTION, THE EROSION CONTROL MEASURES SHALL BE INSPECTED AFTER EACH RAINFALL, SNOWSTORM, OR THAWING, AND A MINIMUM OF ONCE PER WEEK.

2. SHORT-TERM SEDIMENTATION MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CLEAN OUT ALL SWALES AND STRUCTURES PRIOR TO TURNING PROJECT OVER.
3. LONG-TERM PROVISIONS FOR PERMANENT MAINTENANCE OF ALL EROSION AND SEDIMENTATION CONTROL DEVICES AFTER ACCEPTANCE OF THE PROJECT SHALL BE THE RESPONSIBILITY OF THE OWNER.

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

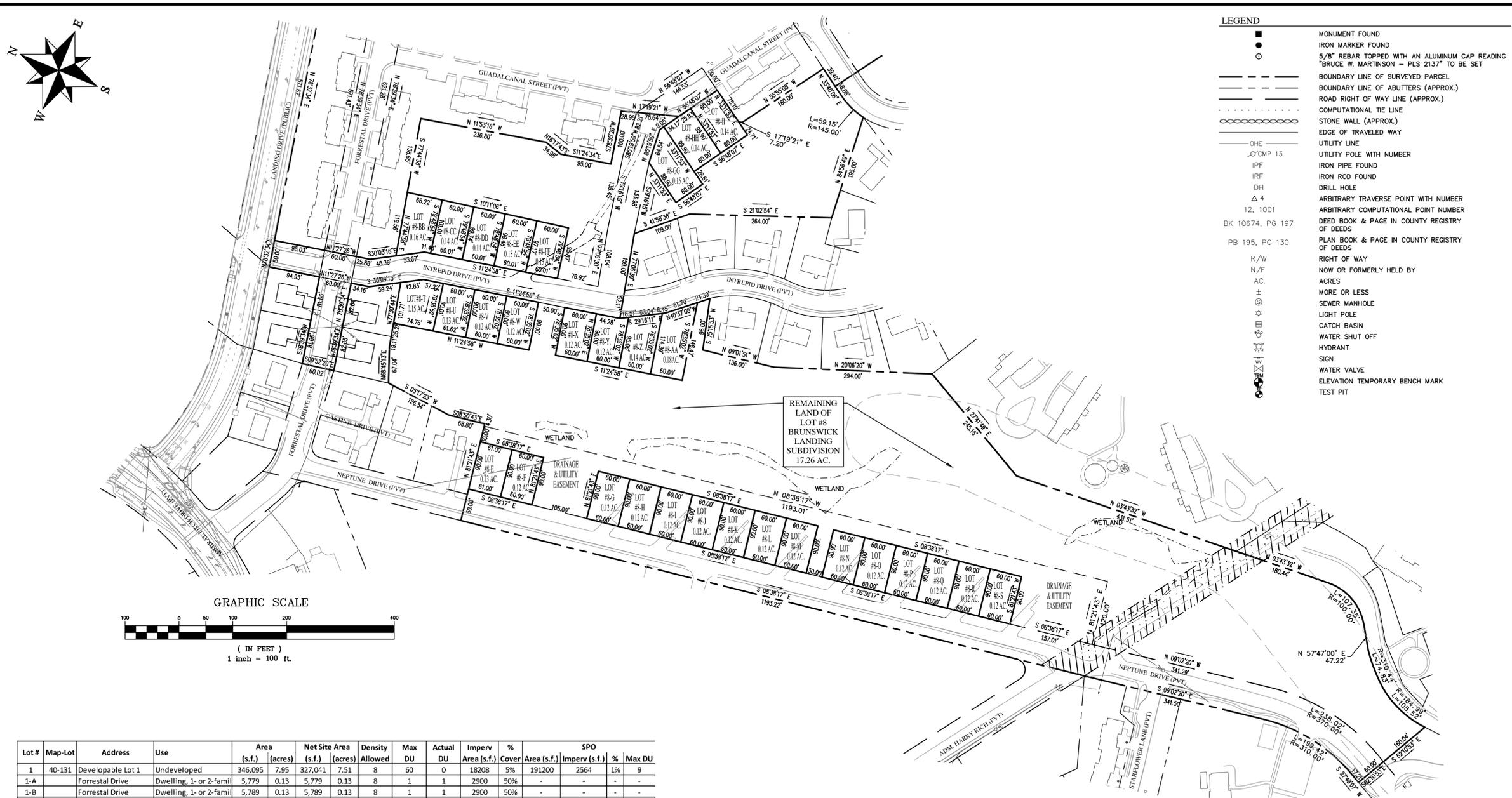
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PROJECT:	BRUNSWICK LANDING VILLAGE PHASE II BRUNSWICK LANDING, BRUNSWICK, MAINE	
OWNER:	BRUNSWICK LANDING CONDOMINIUMS, LLC 74 NEPTUNE DRIVE, BRUNSWICK ME 04011	



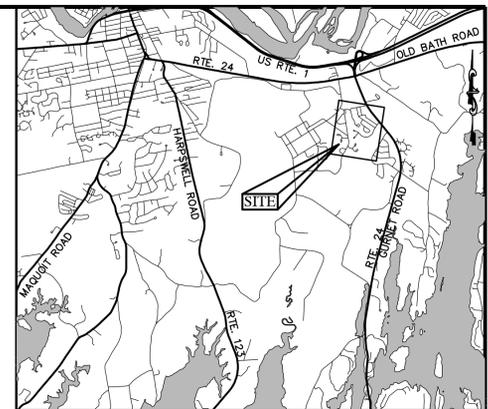
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CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS		
FIELD WK: MC/CH	SCALE: NTS	SHEET:
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CHD BY: CYN	MAP/PLOT: 40 / 131 & 138	
DATE: 03-20-2020	FILE: 3230.06 COV-DET	

PERMITTING REVIEW

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■	MONUMENT FOUND
●	IRON MARKER FOUND
○	5/8" REBAR TOPPED WITH AN ALUMINUM CAP READING "BRUCE W. MARTINSON - PLS 2137" TO BE SET
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· · · · ·	COMPUTATIONAL TIE LINE
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—○—○—	EDGE OF TRAVELED WAY
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—○—○—	UTILITY POLE WITH NUMBER
—○—○—	IRON PIPE FOUND
—○—○—	IRON ROD FOUND
—○—○—	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
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.
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LOT 8: TAX MAP 40, LOT 138
LOT 9: TAX MAP 40, LOT 139
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WETLANDS DELINEATED BY ATLANTIC ENVIRONMENTAL, BATH, ME.
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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 (s.f.)	(acres)	Net Site Area (s.f.)	(acres)	Density Allowed	Max DU	Actual DU	Imperv Area (s.f.)	% Cover	SPO 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 _____

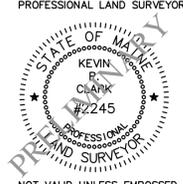
ATTESTED: _____ REGISTER

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



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**

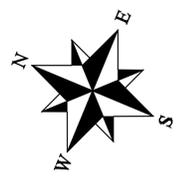
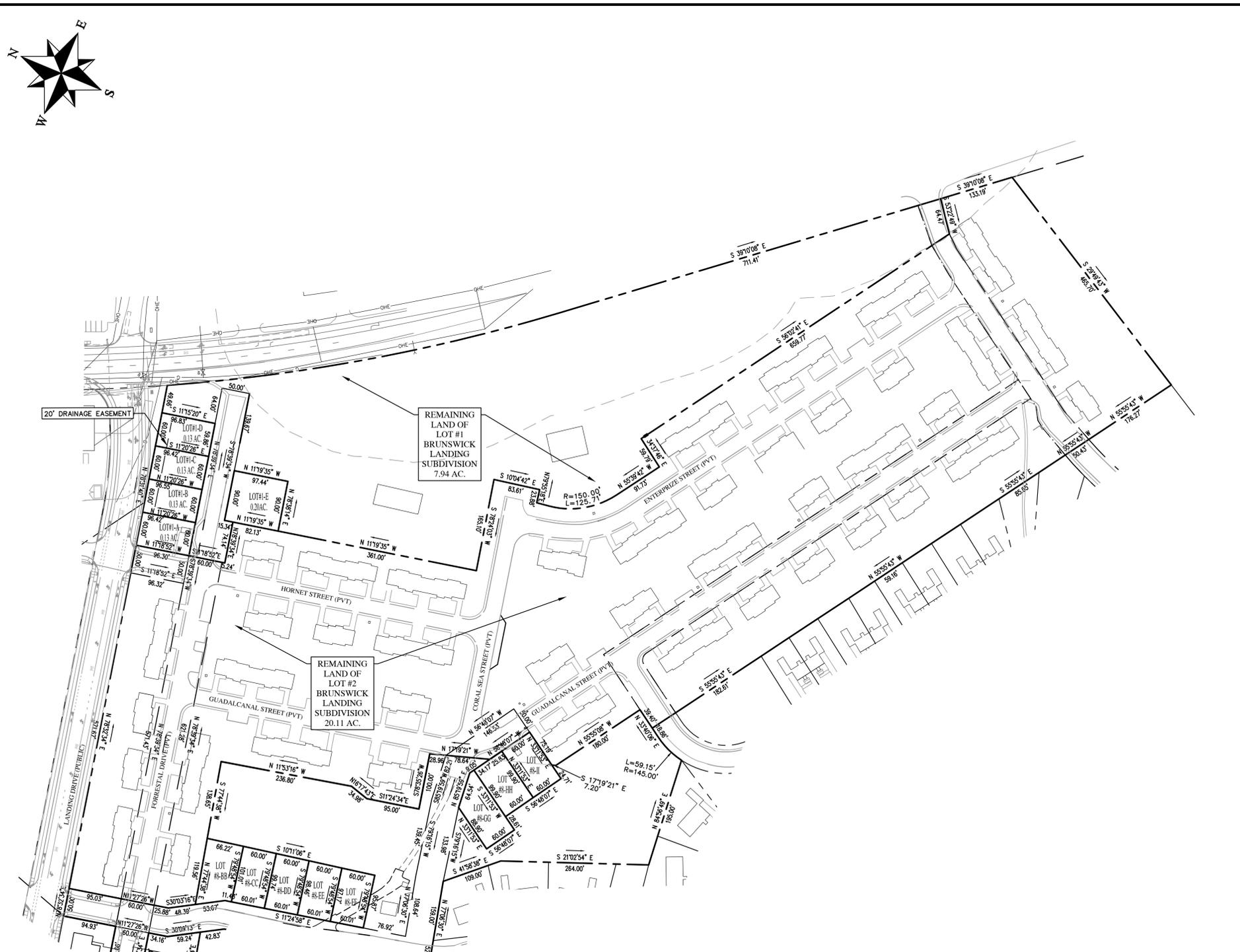
RECORD OWNER: **BRUNSWICK LANDING CONDOMINIUMS, LLC
74 NEPTUNE DRIVE, BRUNSWICK ME 04011**

SITELINES
119 PURINTON ROAD, SUITE A
BRUNSWICK, MAINE 04011
207.725.1200

CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS

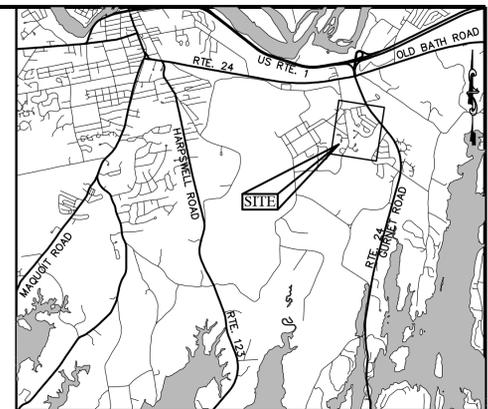
FIELD WK: MC/CH	SCALE: 1" = 100'	SHEET:
DRN BY: RPL	JOB #: 3230.06	1 of 2
CHD BY: CYN	MAP/LOT: 40 / 131 & 138	
DATE: 03-20-2020	FILE: 3230.06-SITE	

X:\LAND PROJECTS\2020-08 HELIOS BRUNSWICK DESIGN PHASE (IND03020).06 SITE LANDING - SUBDIVISION AMEND 5_3116102020 2:47:30 PM - C:\COURT 03/20/2020 10:51:16 AM



LEGEND

■	MONUMENT FOUND
●	IRON MARKER FOUND
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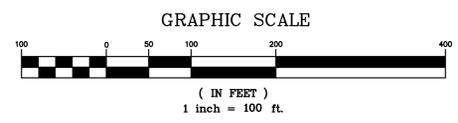
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LOT 9: TAX MAP 40, LOT 139

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- 6. ORDINANCE STANDARDS:**
- ZONE: GR1 (GROWTH RESIDENTIAL 1)
- MINIMUM LOT SIZE: 0.0 ACRES
- DIMENSION REQUIREMENTS:**
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 - 2.) YARD DEPTHS
 - A) FRONT = 0'
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 - C) SIDE = 0'
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MAXIMUM BUILDING HEIGHT = 50'
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MAXIMUM IMPERVIOUS SURFACE COVERAGE = 45%
MAXIMUM BUILDING FOOTPRINT PER STRUCTURE = 20,000 S.F.



CUMBERLAND
COUNTY REGISTRY OF DEEDS:

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AT _____ HRS _____ MIN _____ M, AND

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KEVIN P. CLARK, PLS #2245



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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**

FIELD WK: MC/CH	SCALES: 1" = 100'	SHEET:
DRN BY: RPL	JOB #: 3230.06	2 of 2
CH'D BY: CYN	MAP/LOT: 40/131 & 138	
DATE: 03-20-2020	FILE:	



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

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.















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

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

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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report this email as spam.



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.

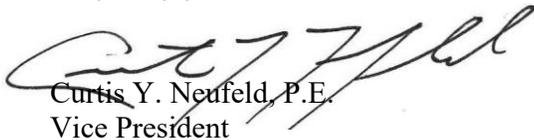
The developer has also considered the comments regarding the size of the houses on the proposed lots and has provided additional models that are available for buyers to consider. The houses available have widths from 28 feet to 55 feet and footprints from as low as 700 s.f. to 2,112 s.f. The additional 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.

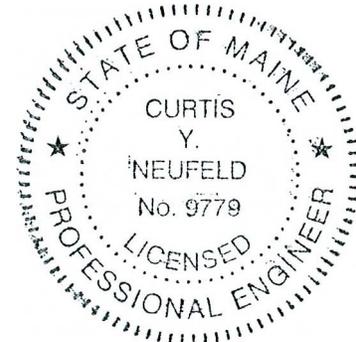
SITELINES • CIVIL ENGINEERS • LAND SURVEYORS
119 Purinton Road, Suite A, Brunswick Landing, Brunswick, ME 04011
207-725-1200 • www.sitelinespa.com

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.

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



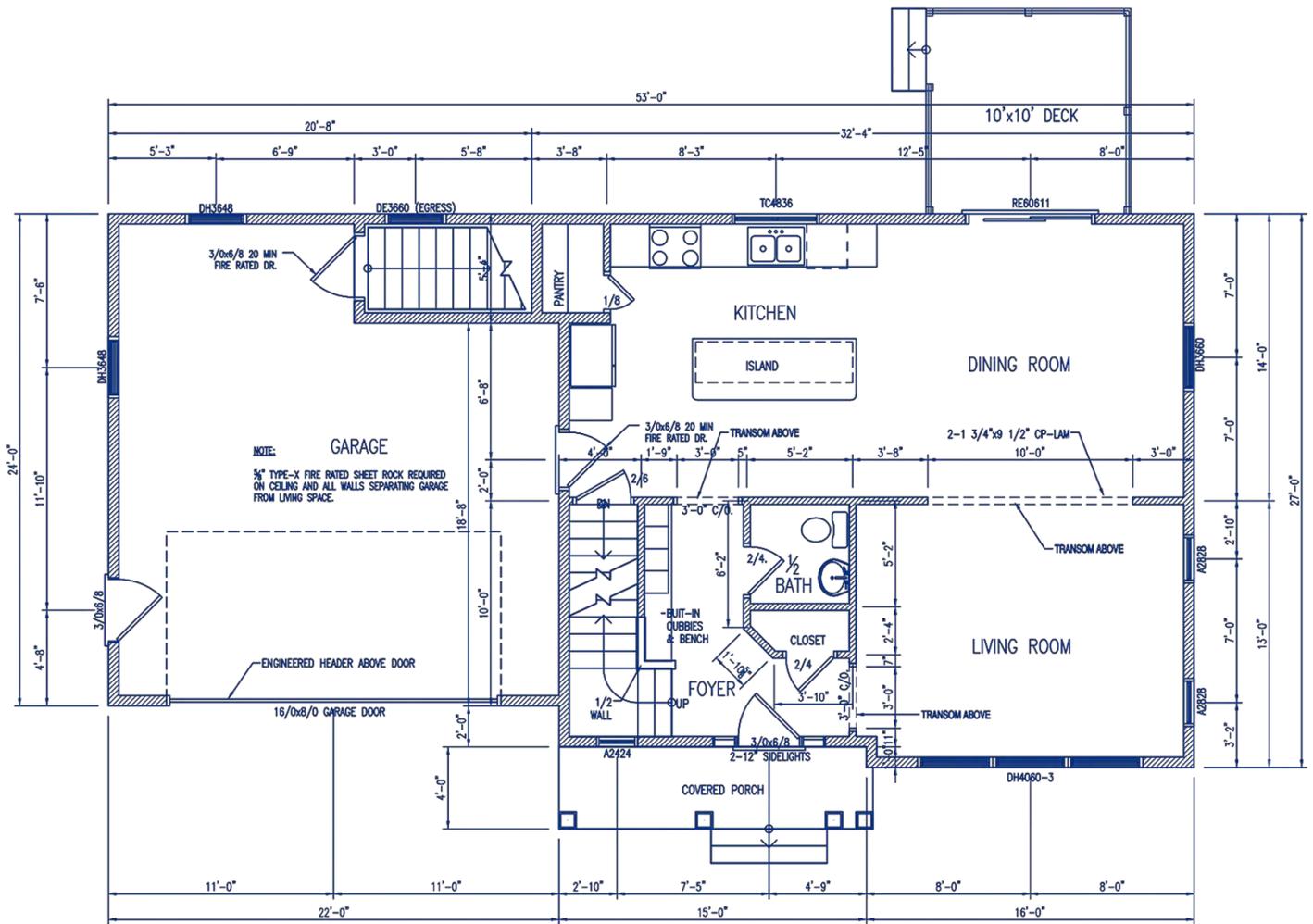
The Ari – Left



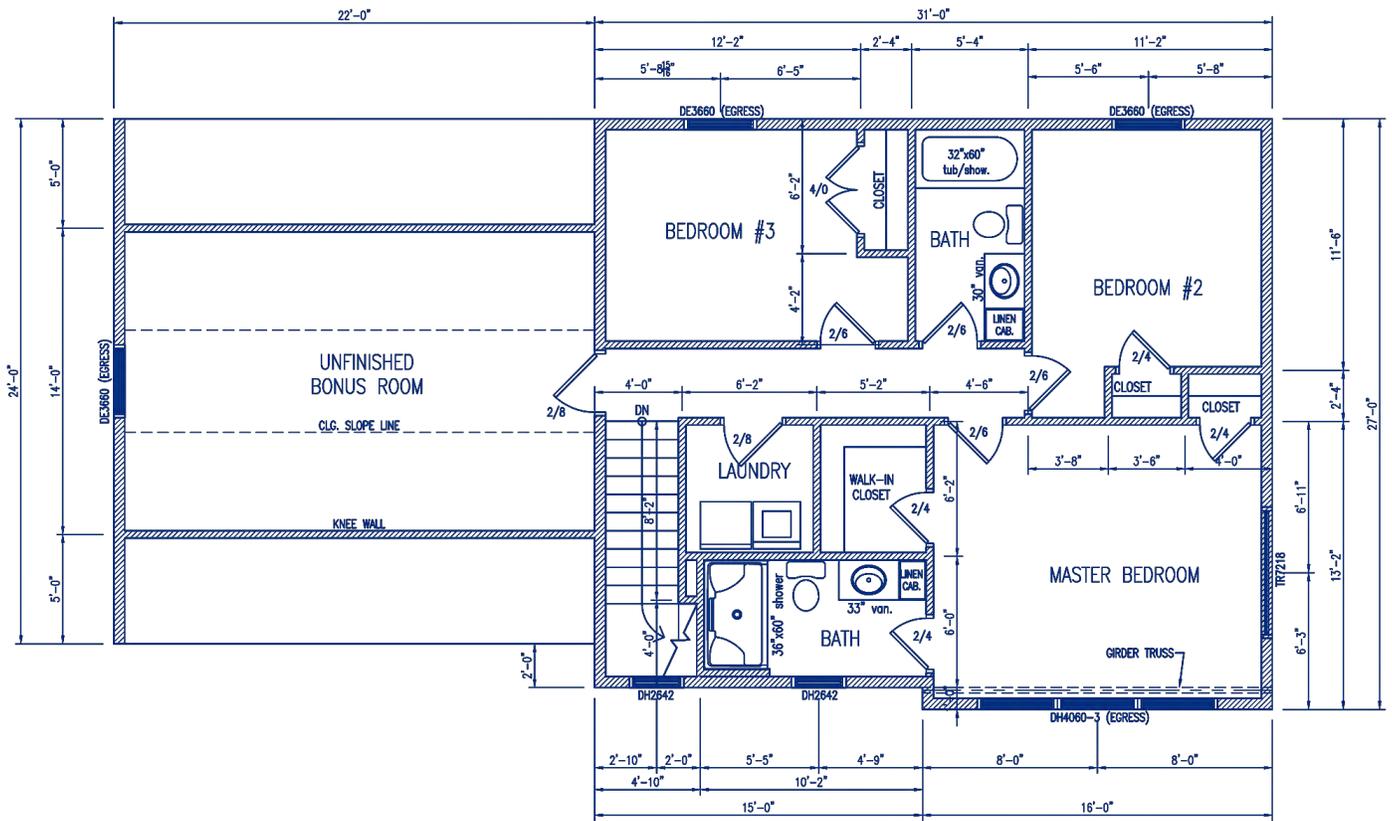
The Ari – Right



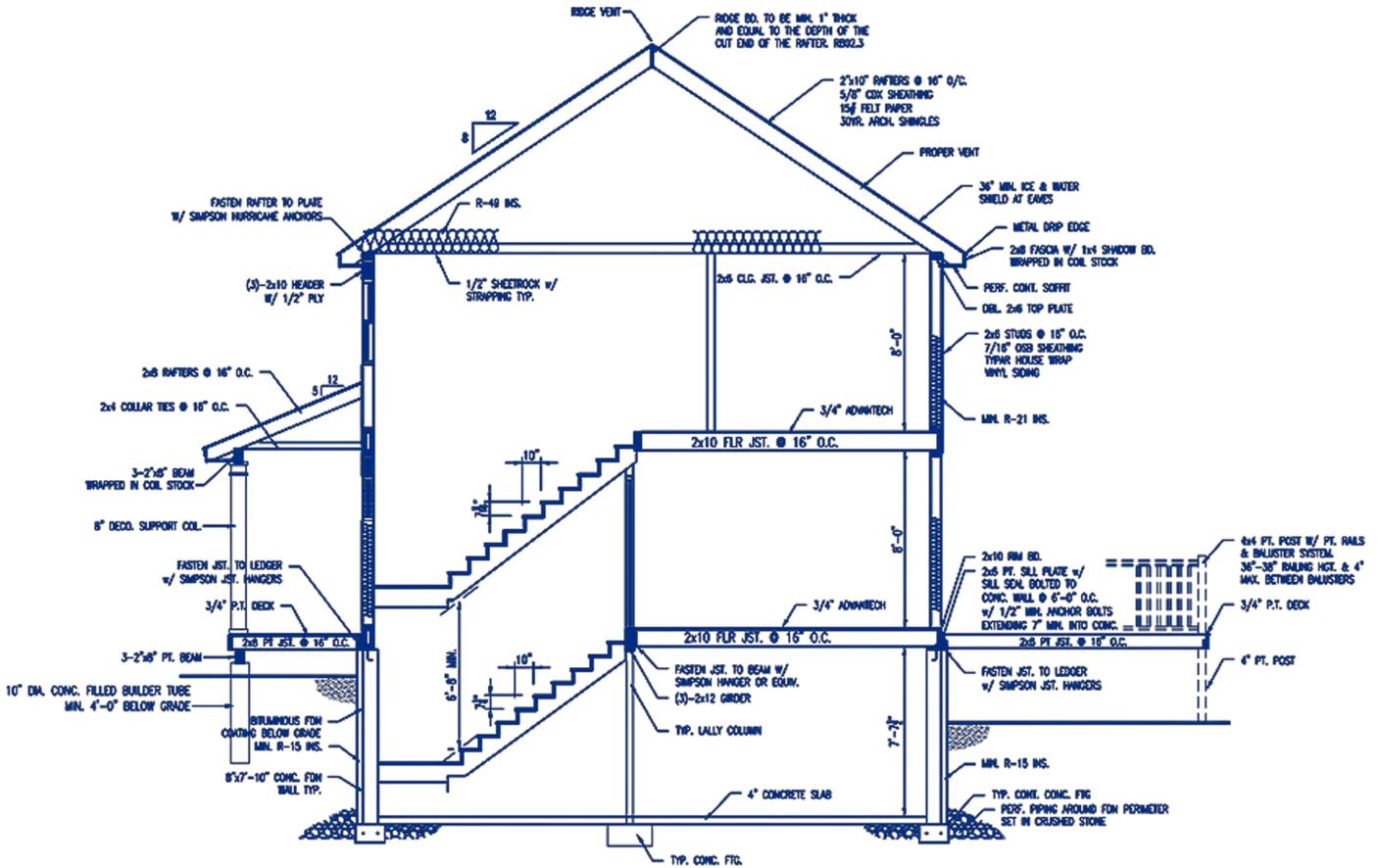
The Ari – First Floor Plan



The Ari – Second Floor Plan



The Ari – Cross-Section



David (1848 Sq ft) – Front



David - Rear



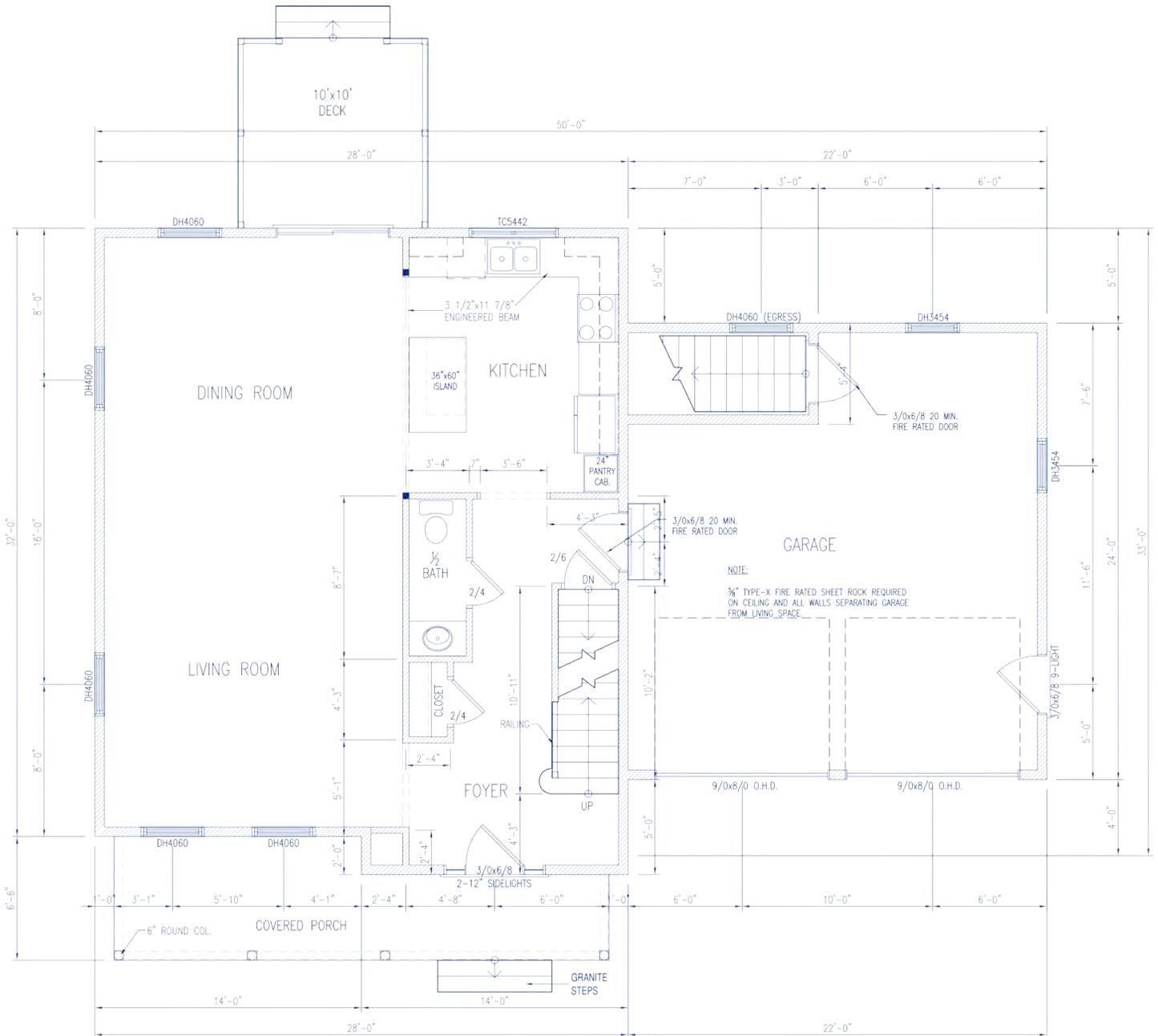
David – Left



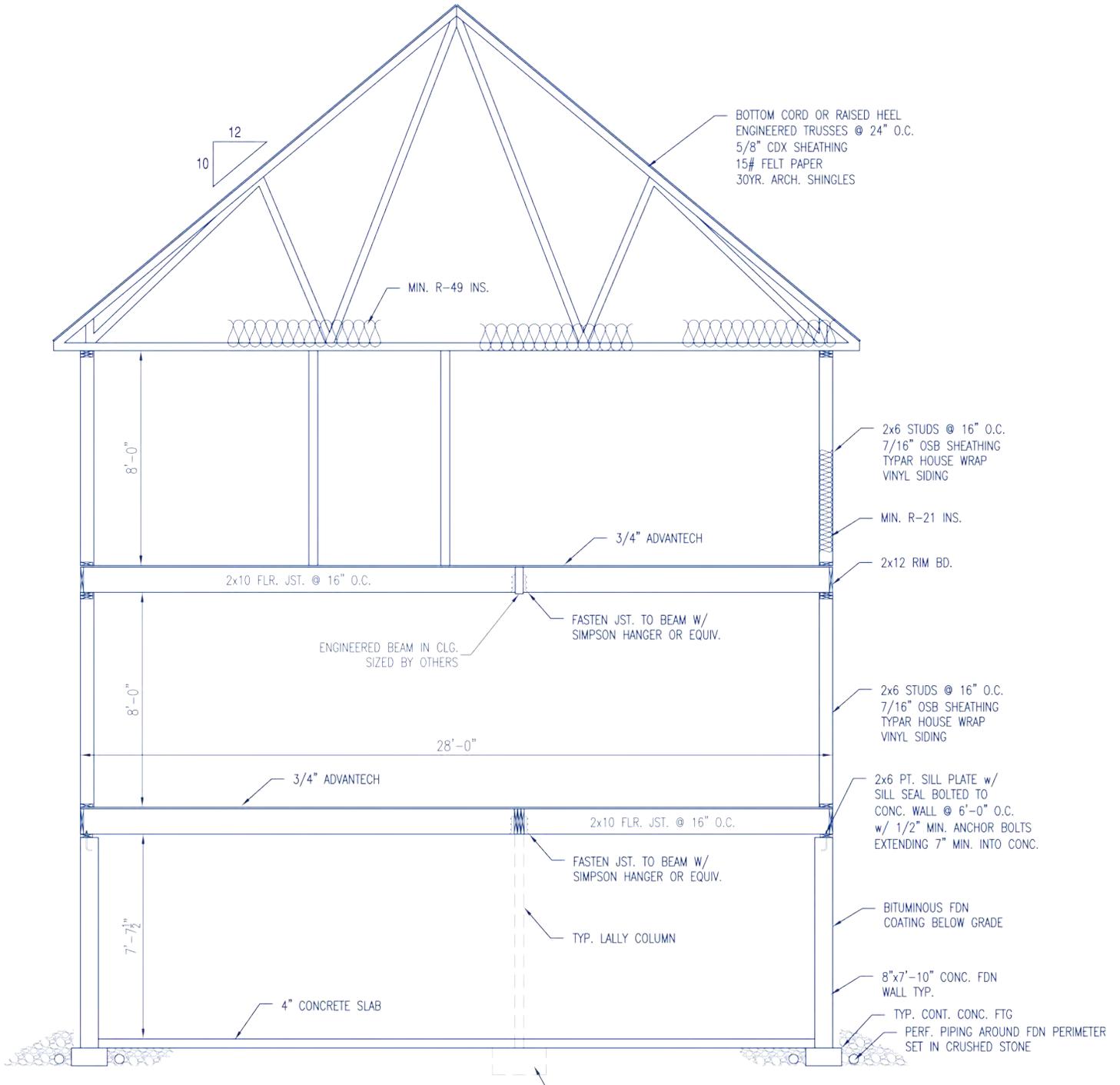
David – Right



David – First Floor Plan



David-Cross Section



Holly (1422 Sq ft) – Front



Holly – Rear



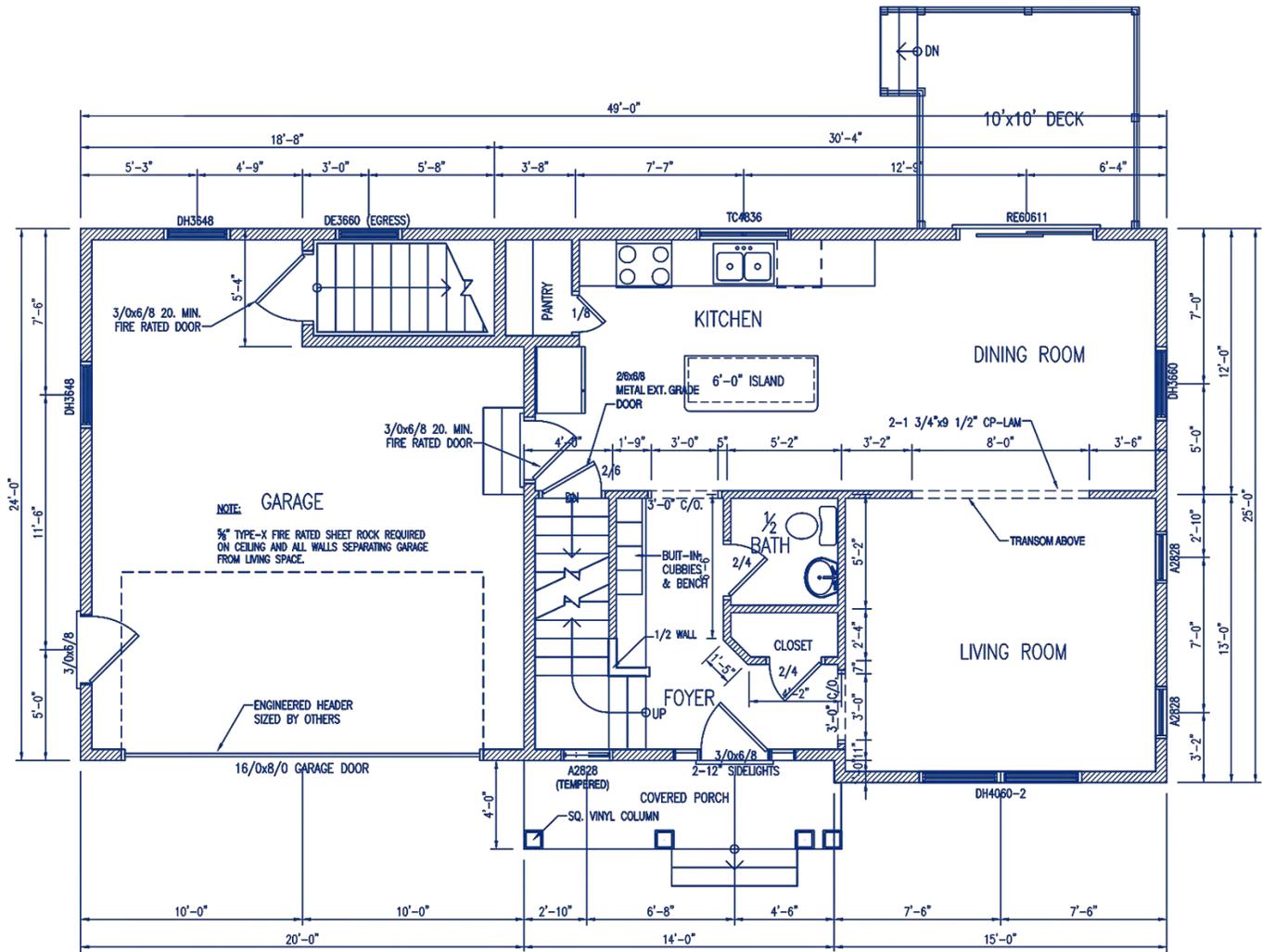
Holly – Left



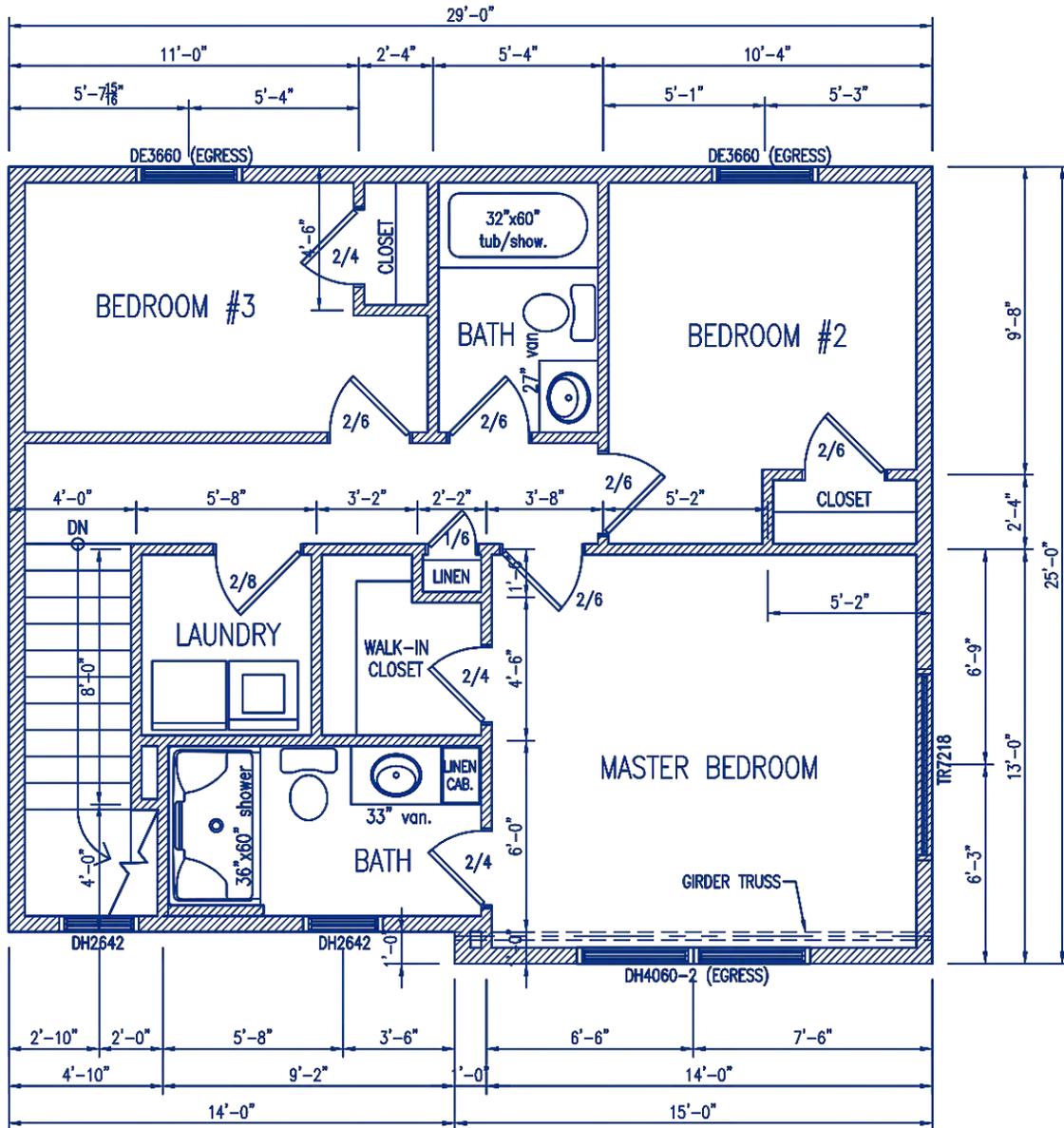
Holly – Right



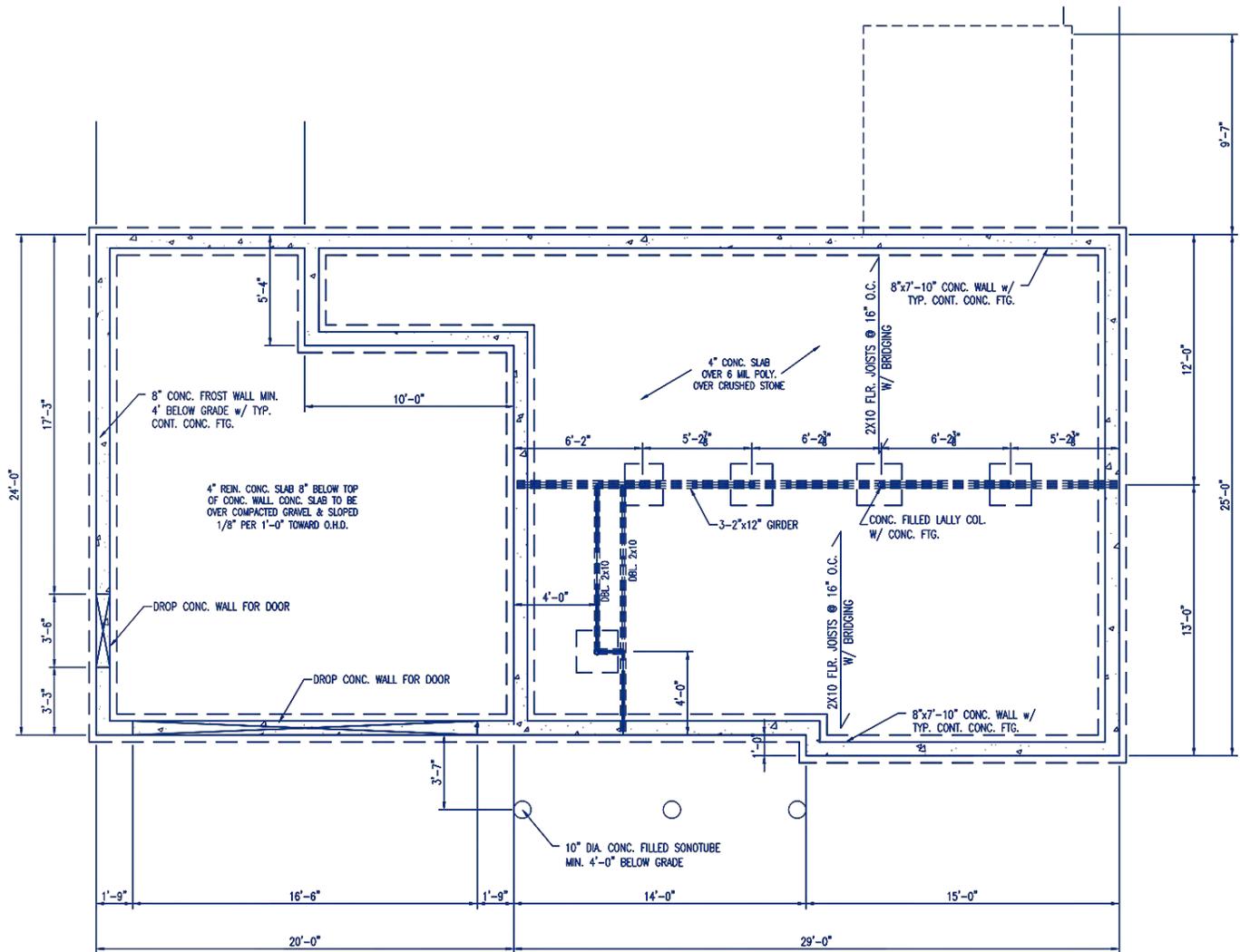
Holly – First Floor Plan



Holly – Second Floor Plan



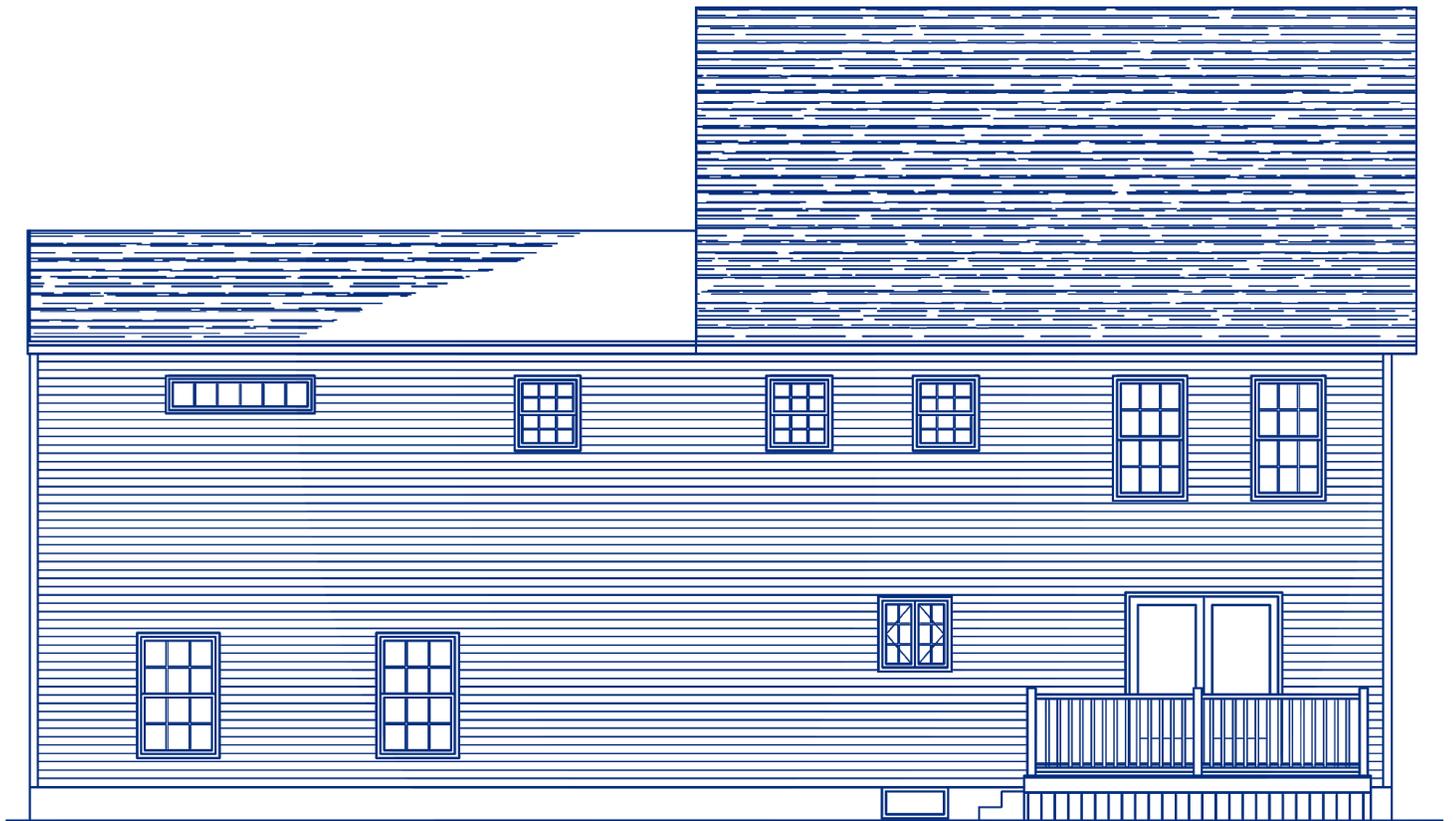
Holly – First Floor Plan



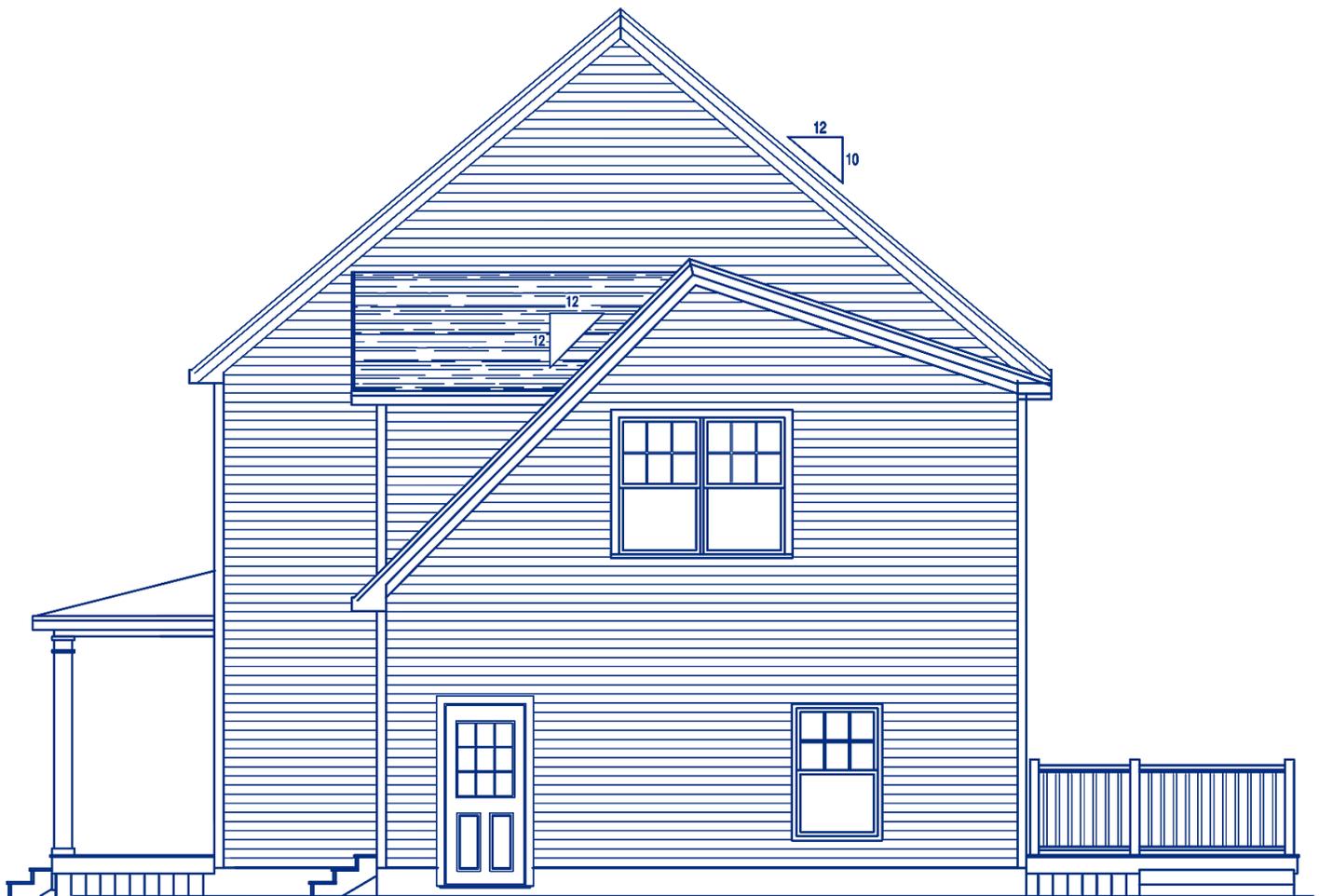
Jackman (2376 Sq ft) – Front



Jackman – Rear



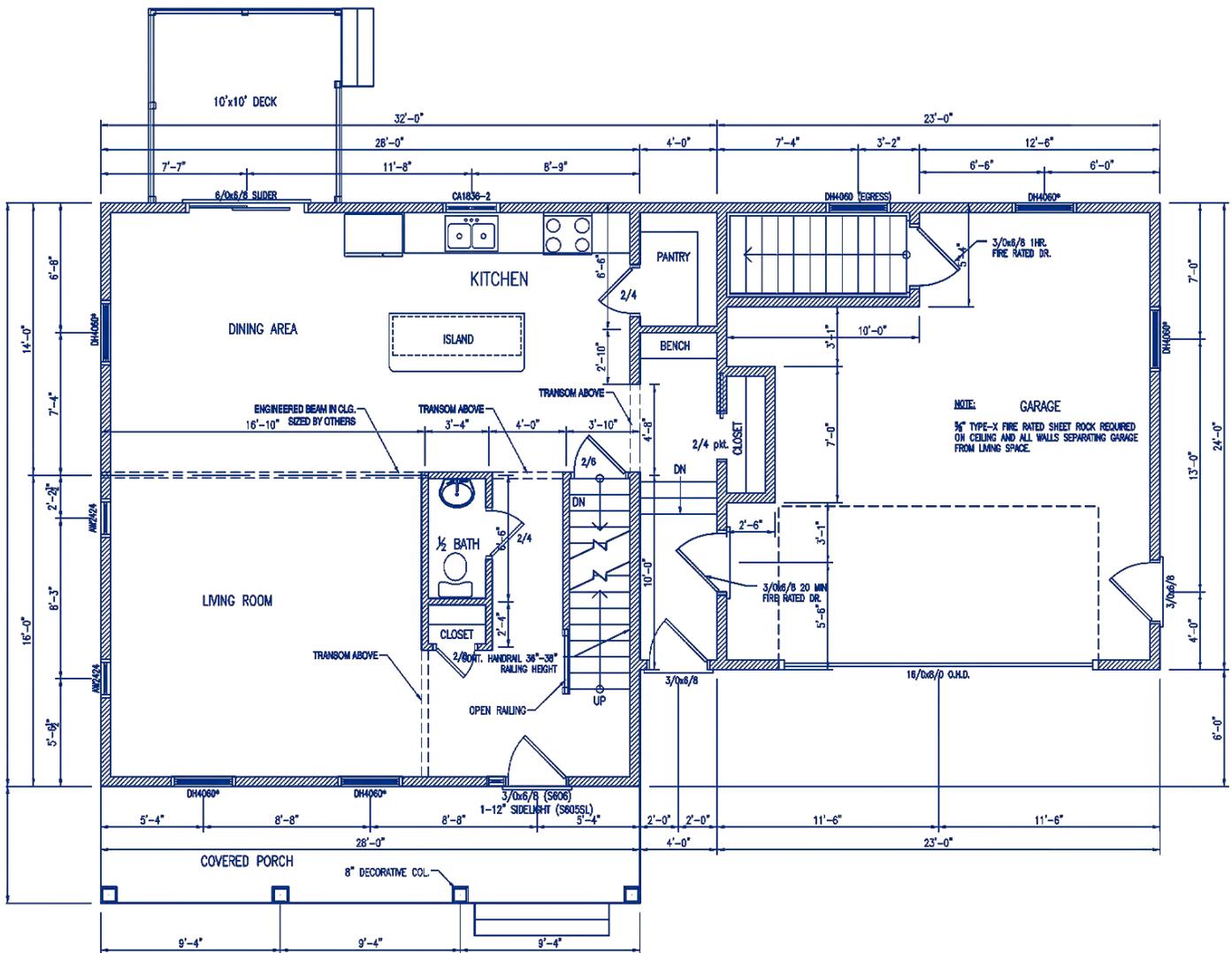
Jackman – Left



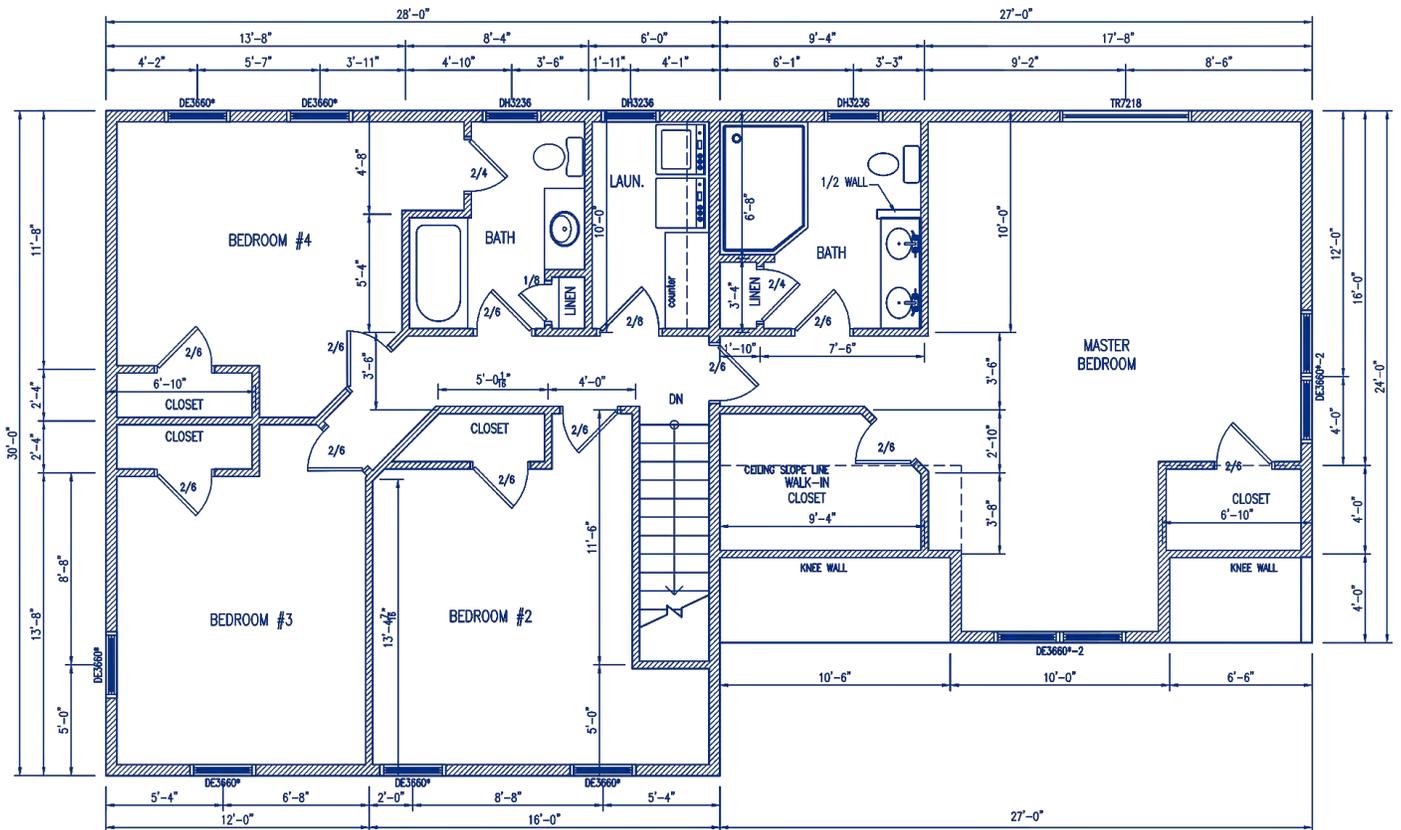
Jackman – Right



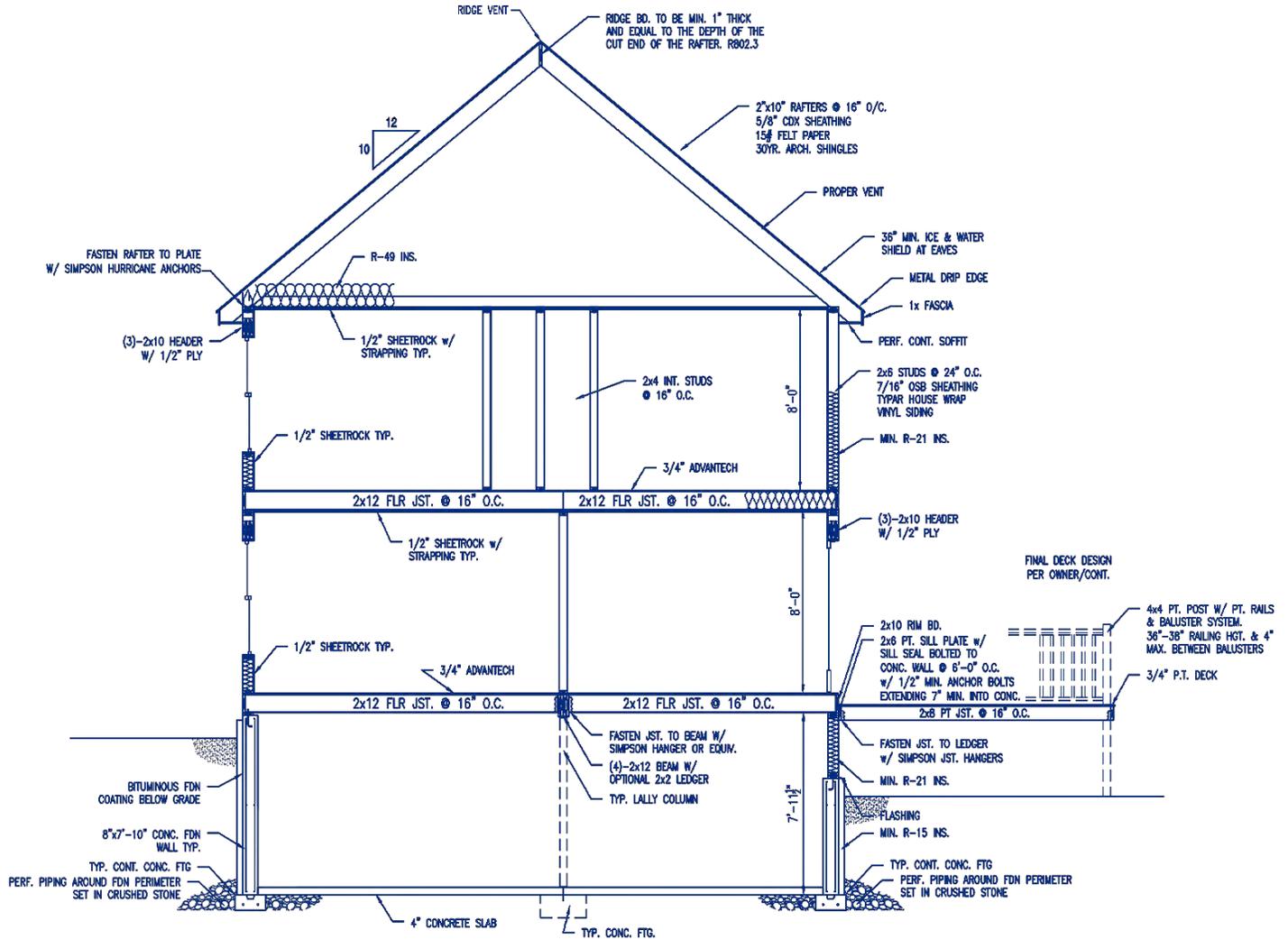
Jackman – First Floor Plan



Jackman – Second Floor Plan



Jackman – Cross Section



Jasper (2263 Sq ft) – Front



Jasper – Rear



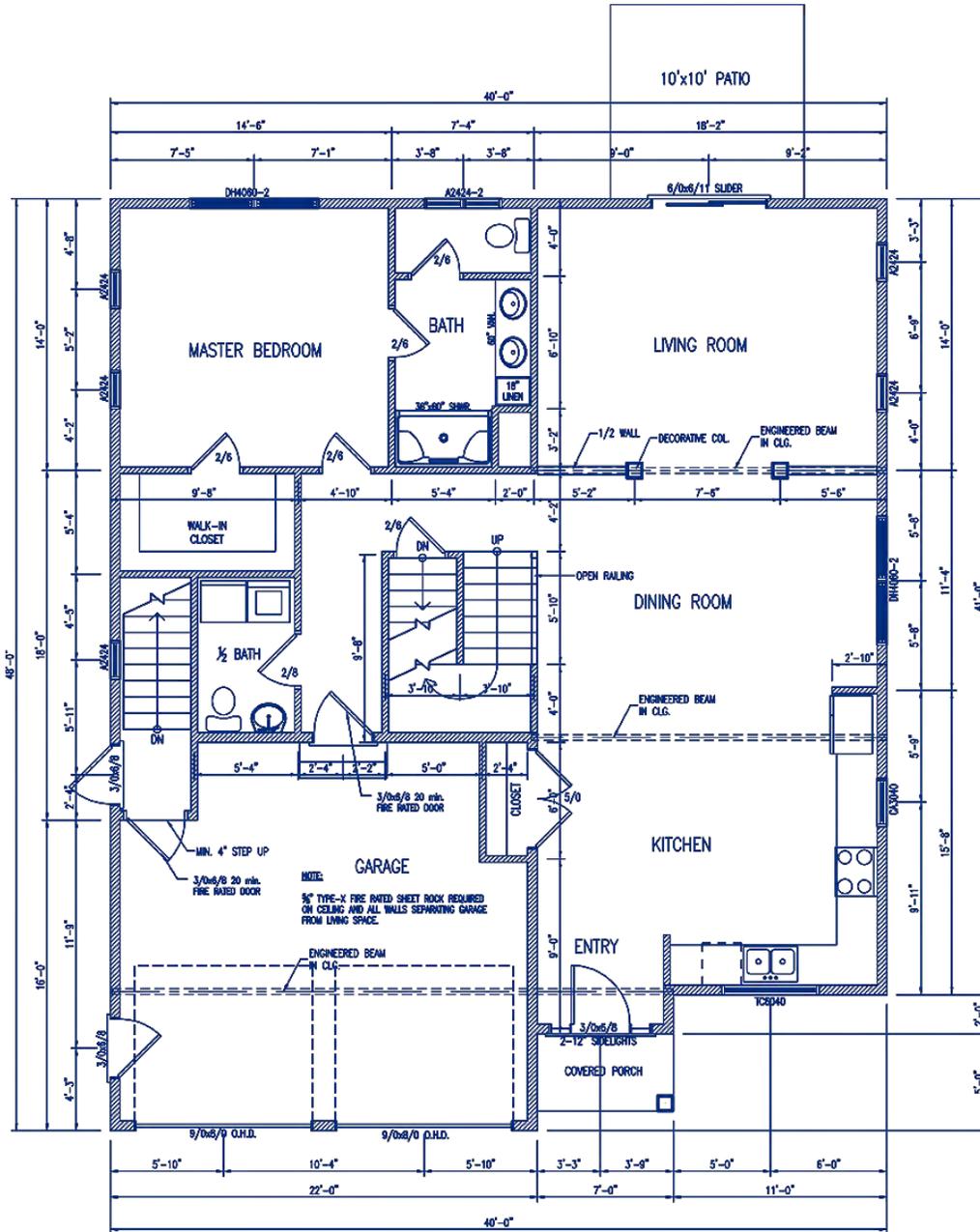
Jasper – Left



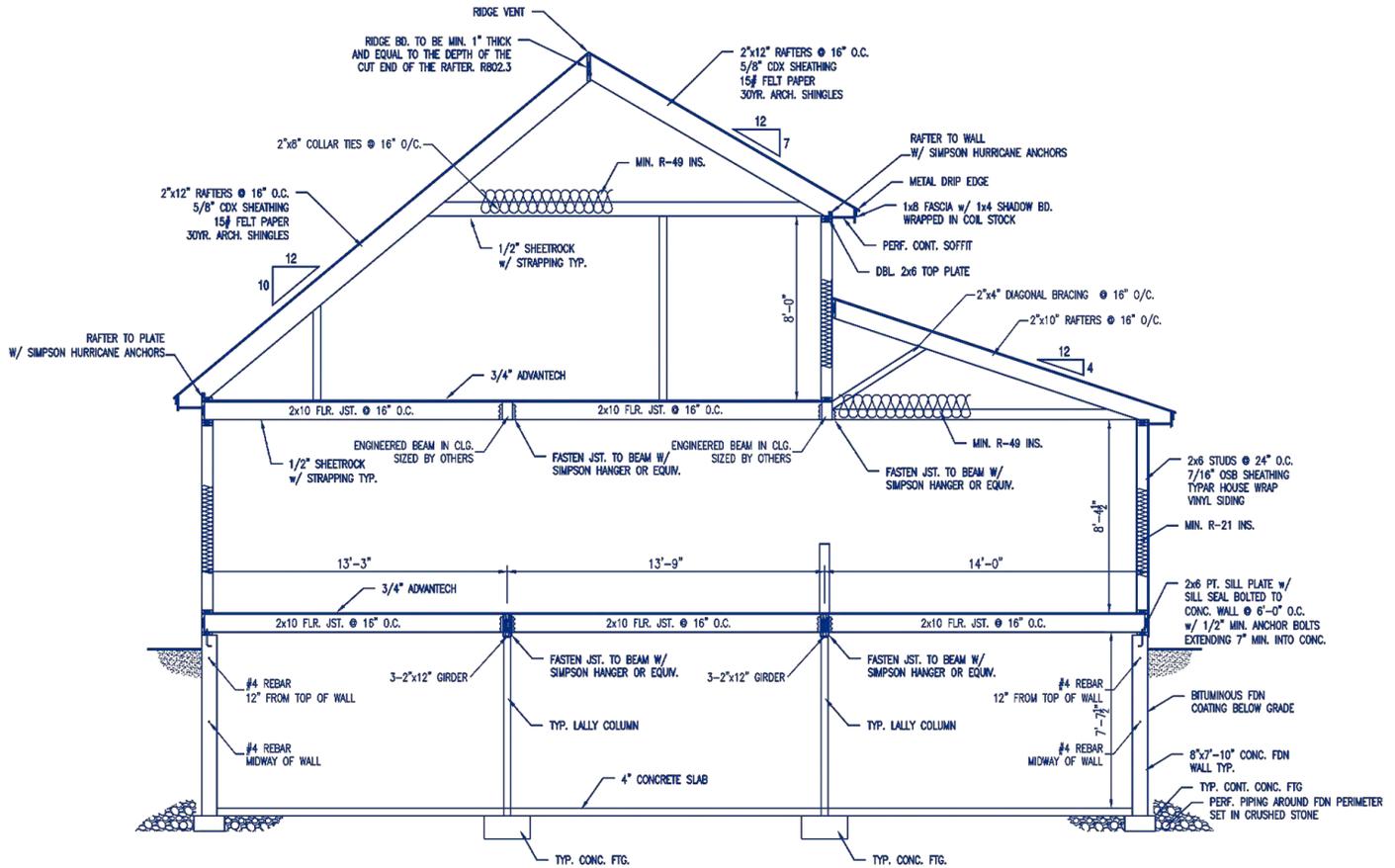
Jasper – Right



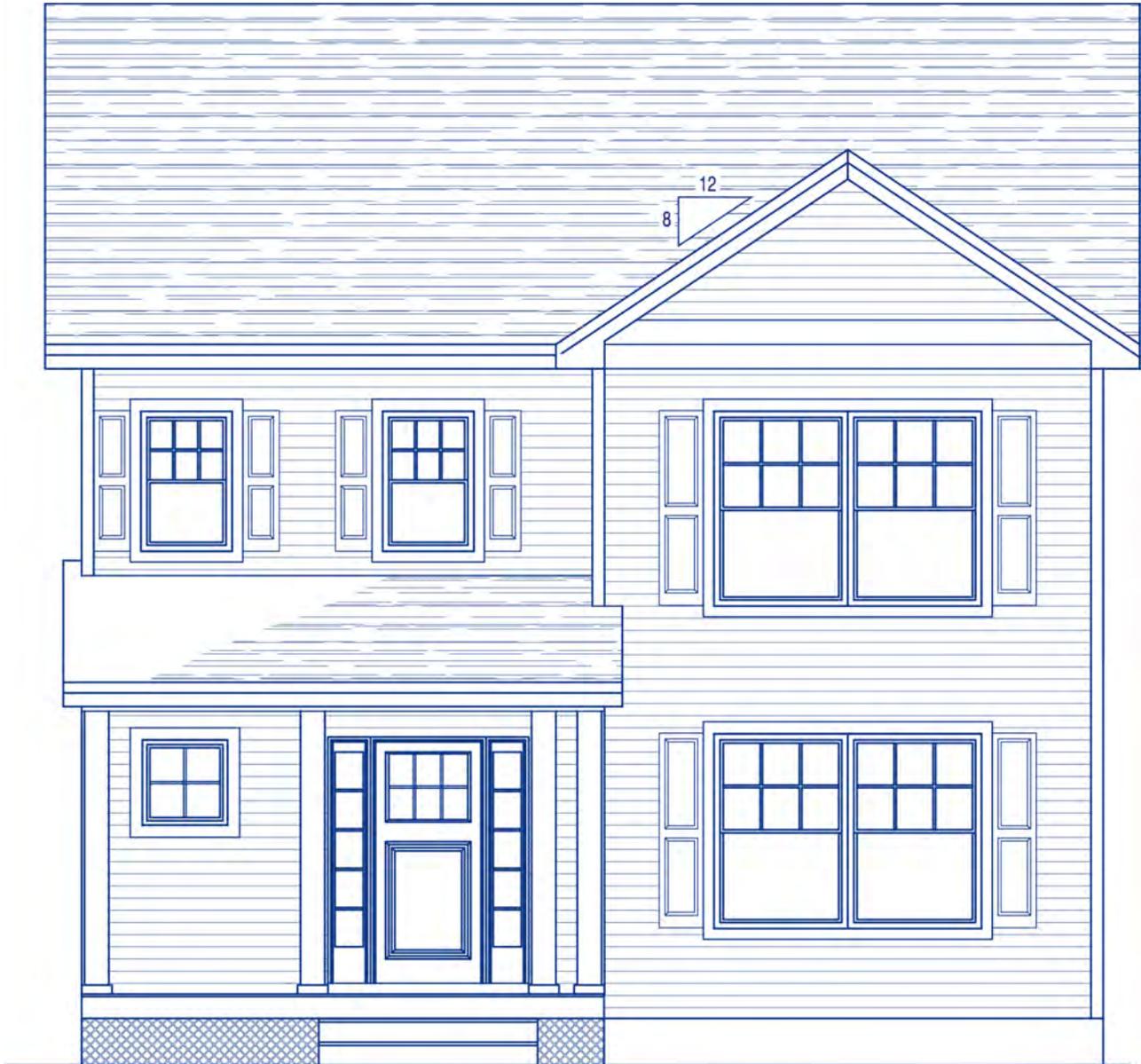
Jasper – First Floor Plan



Jasper – Cross Section



The Linwood (1,372 sq ft) – Front



The Linwood – Rear



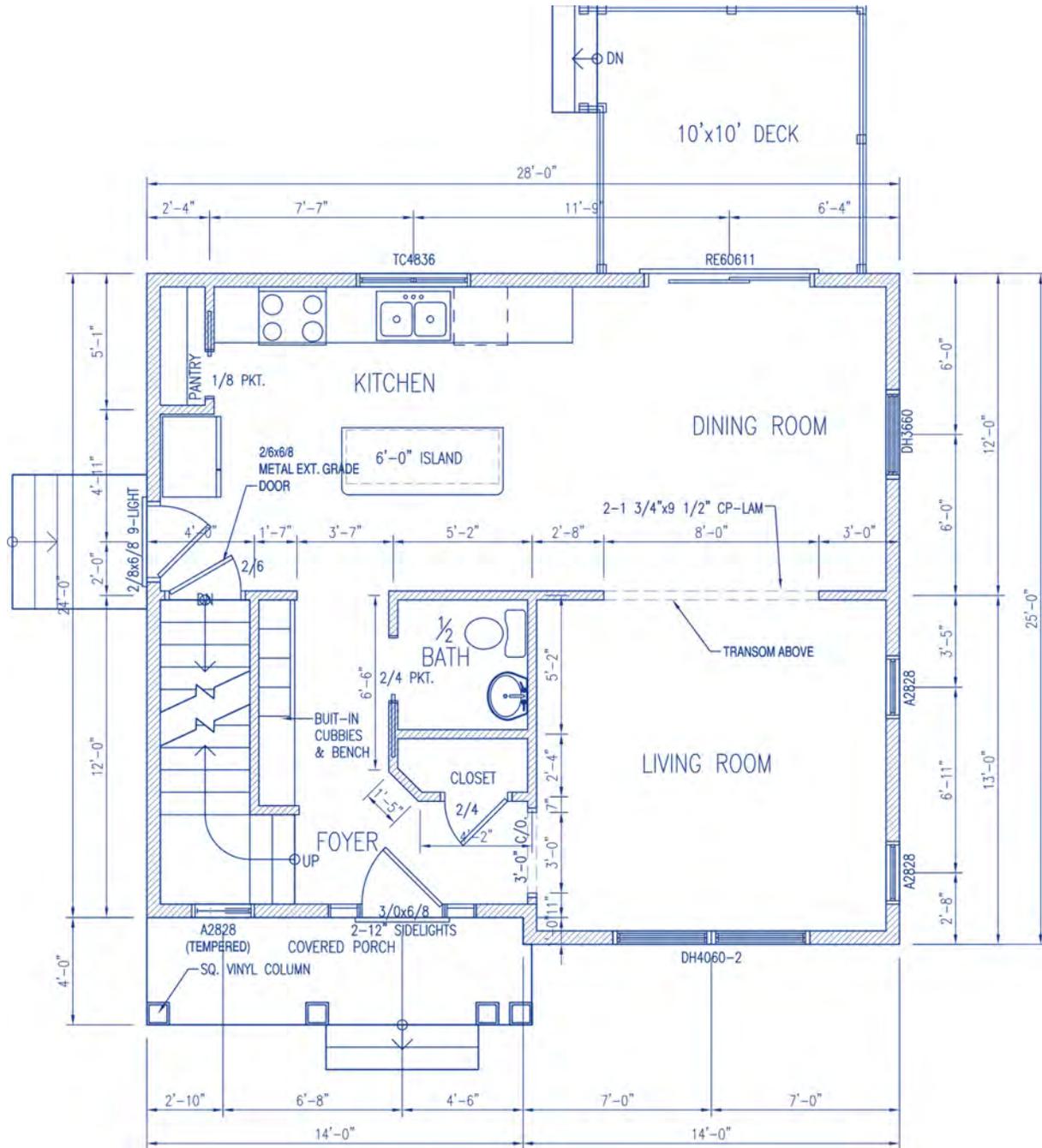
The Linwood – Left



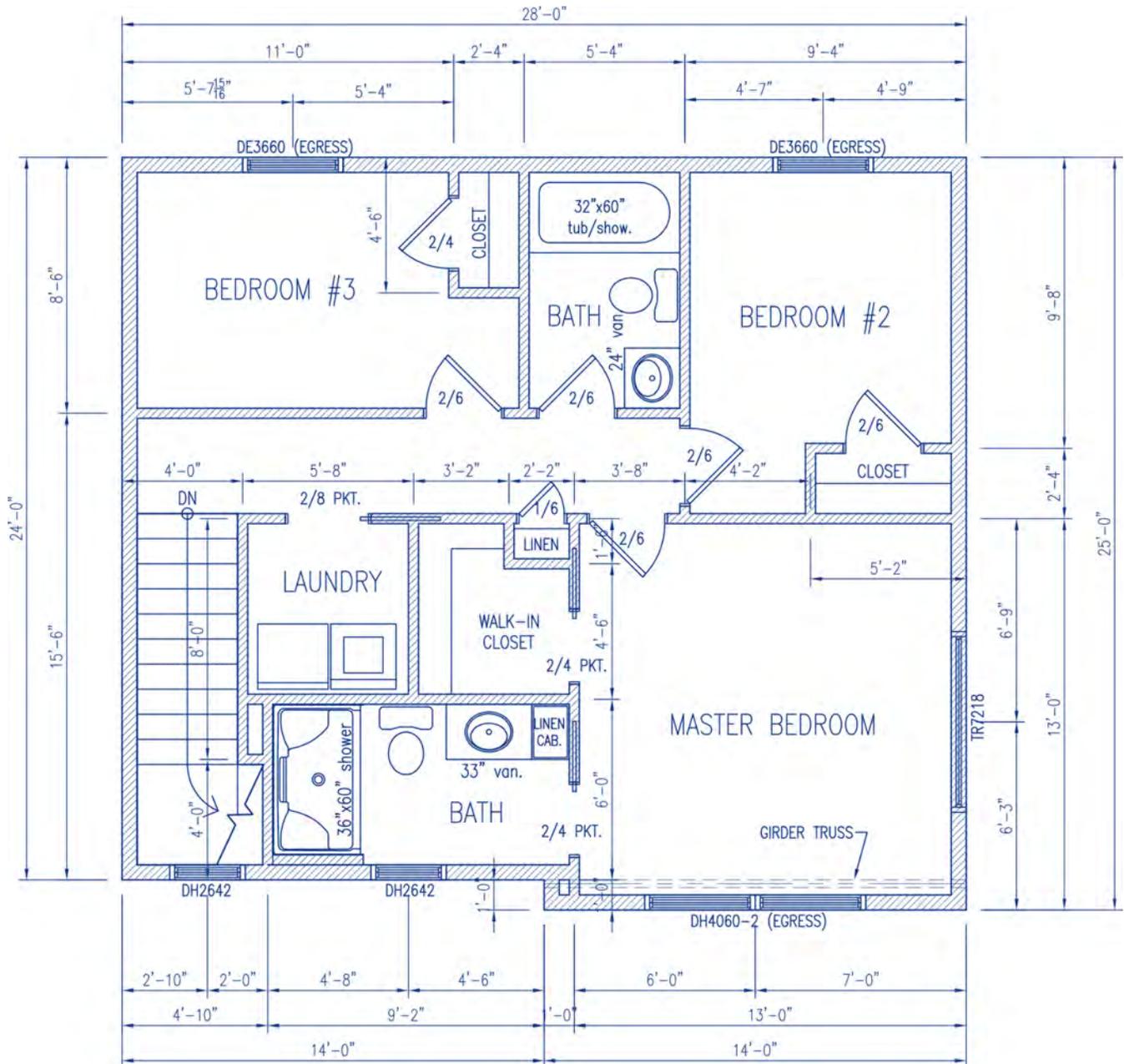
The Linwood – Right



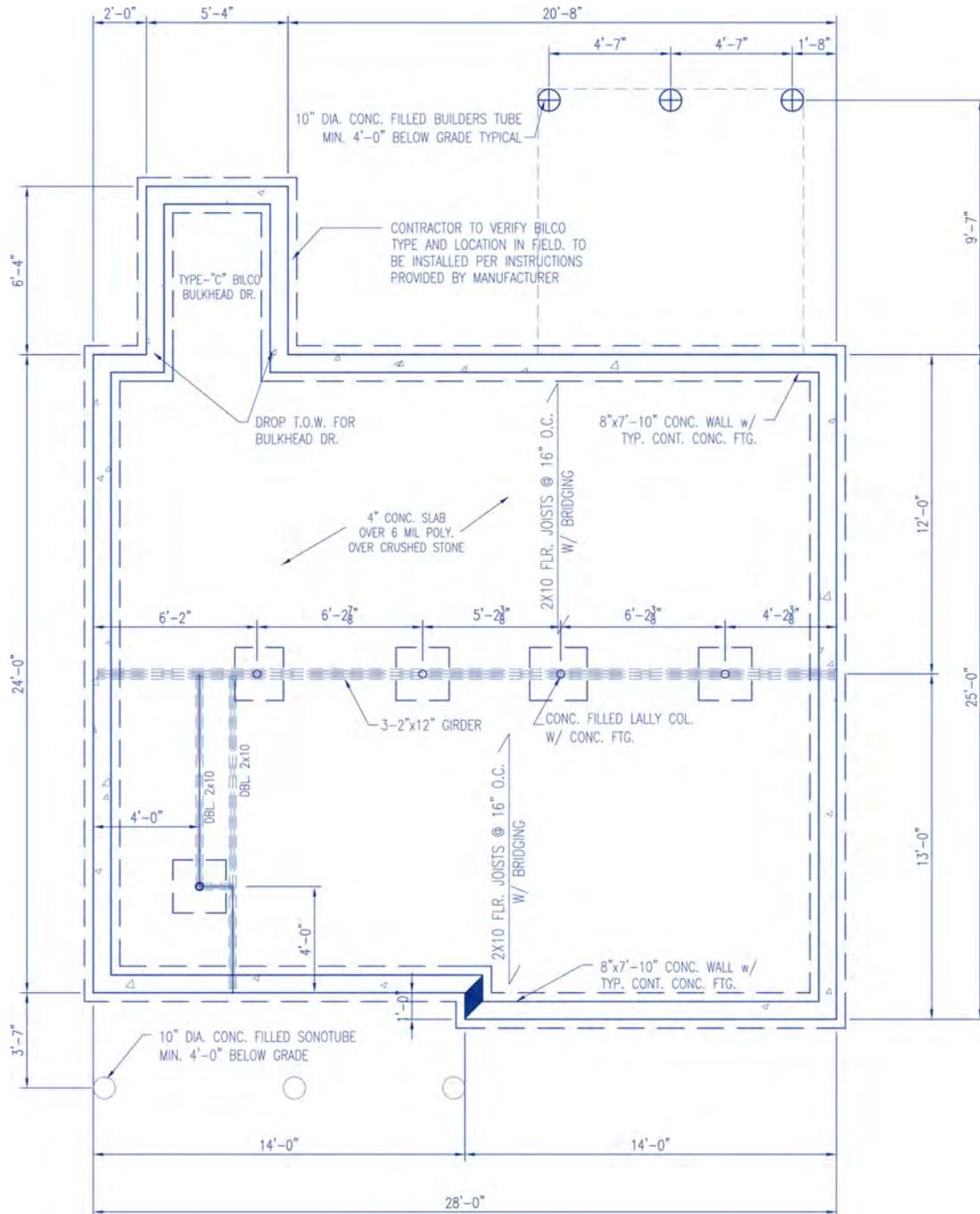
The Linwood – First Floor Plan



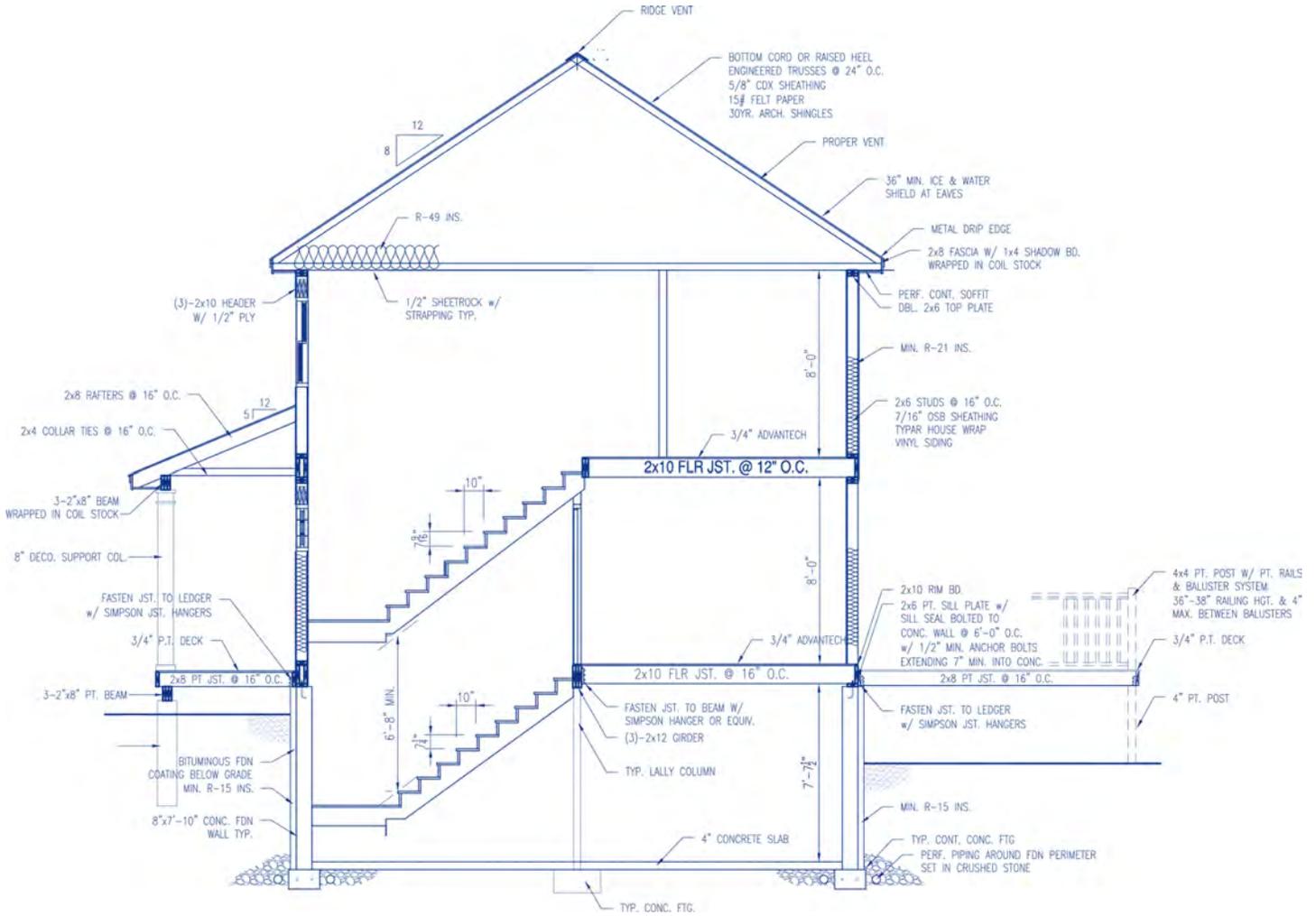
The Linwood – Second Floor Plan



The Linwood – Foundation Plan



The Linwood – Cross-section



The Nancy (1,454 sq ft) – Front



The Nancy – Rear



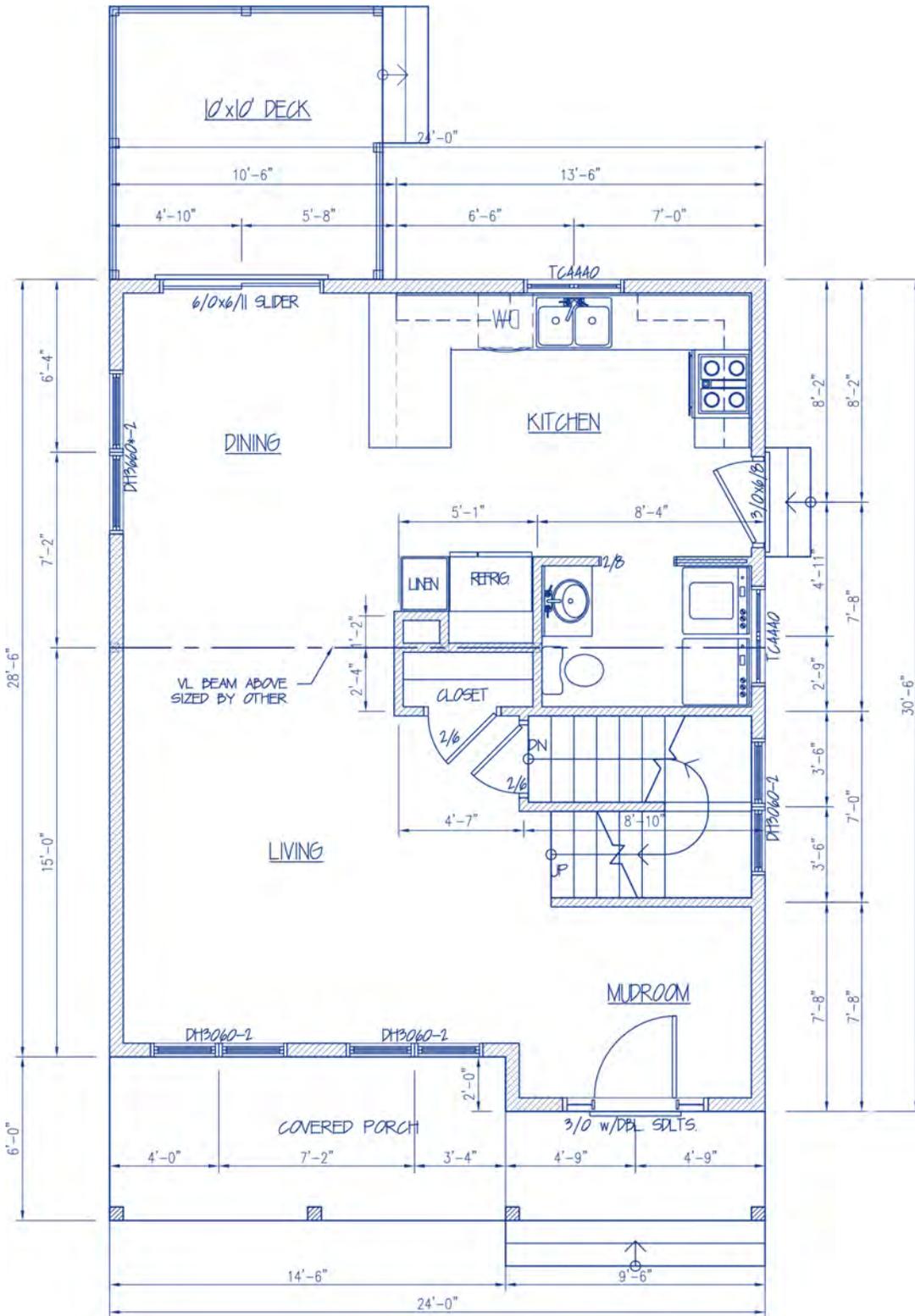
The Nancy – Left



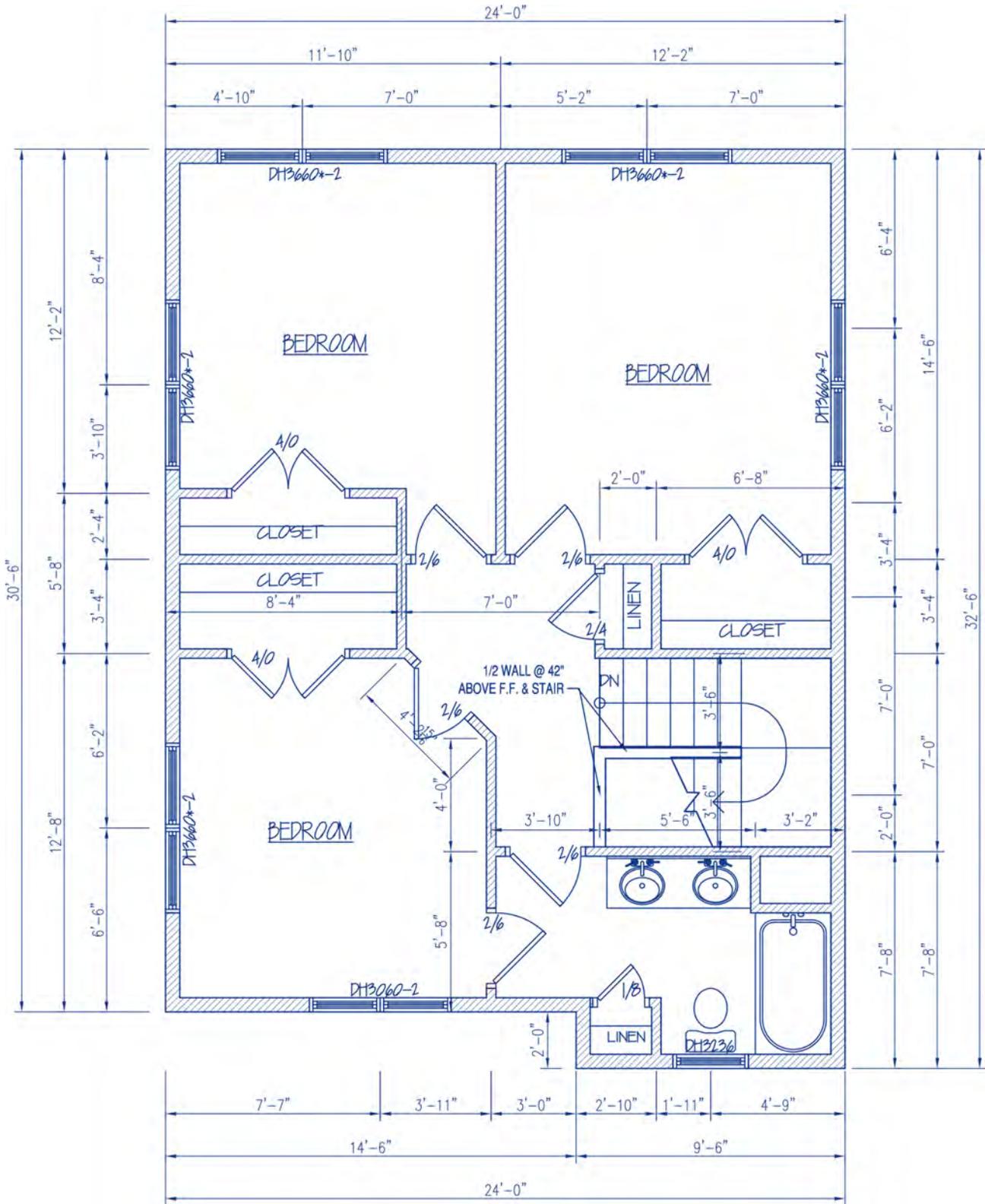
The Nancy – Right



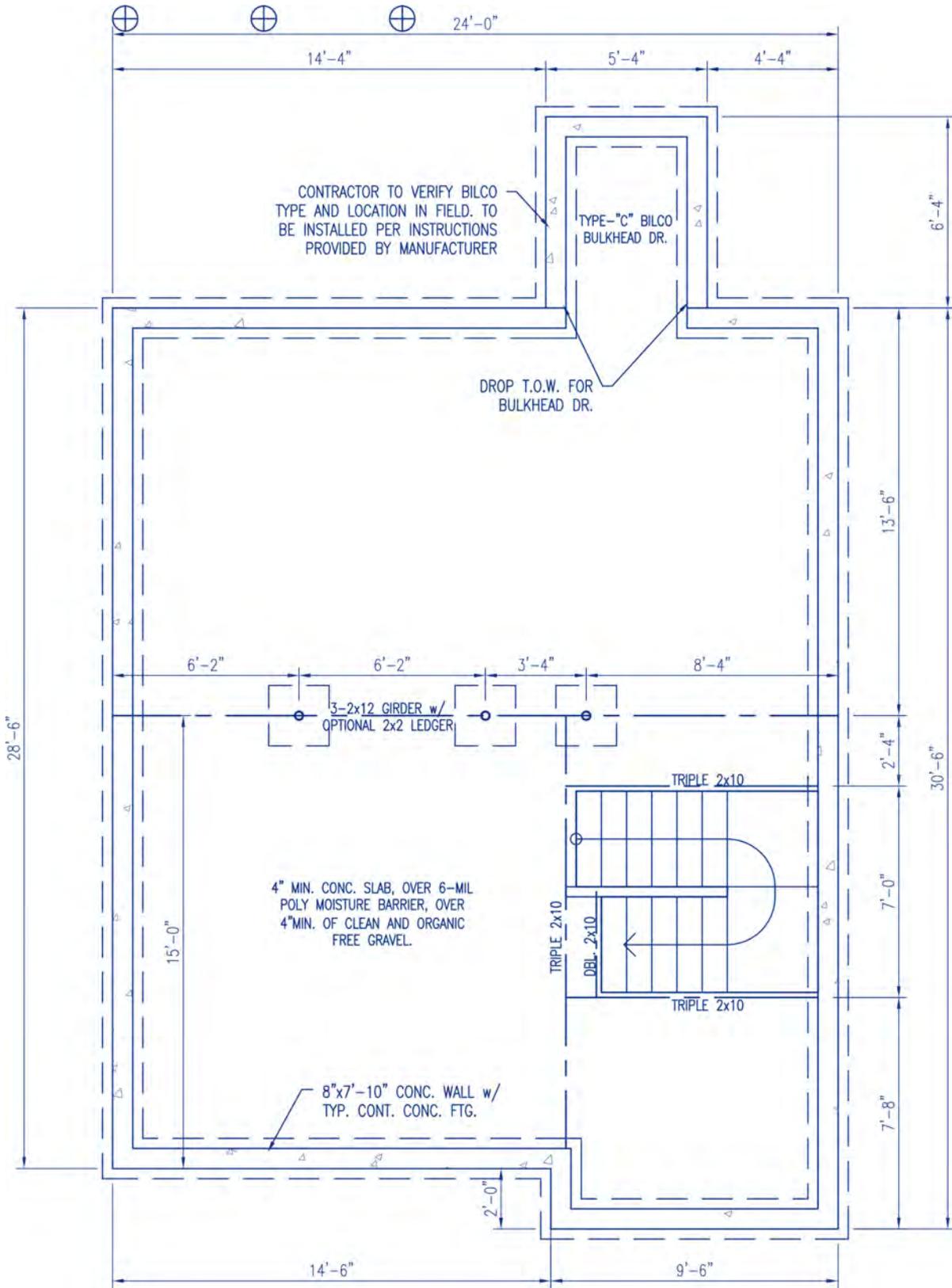
The Nancy – First Floor Plan



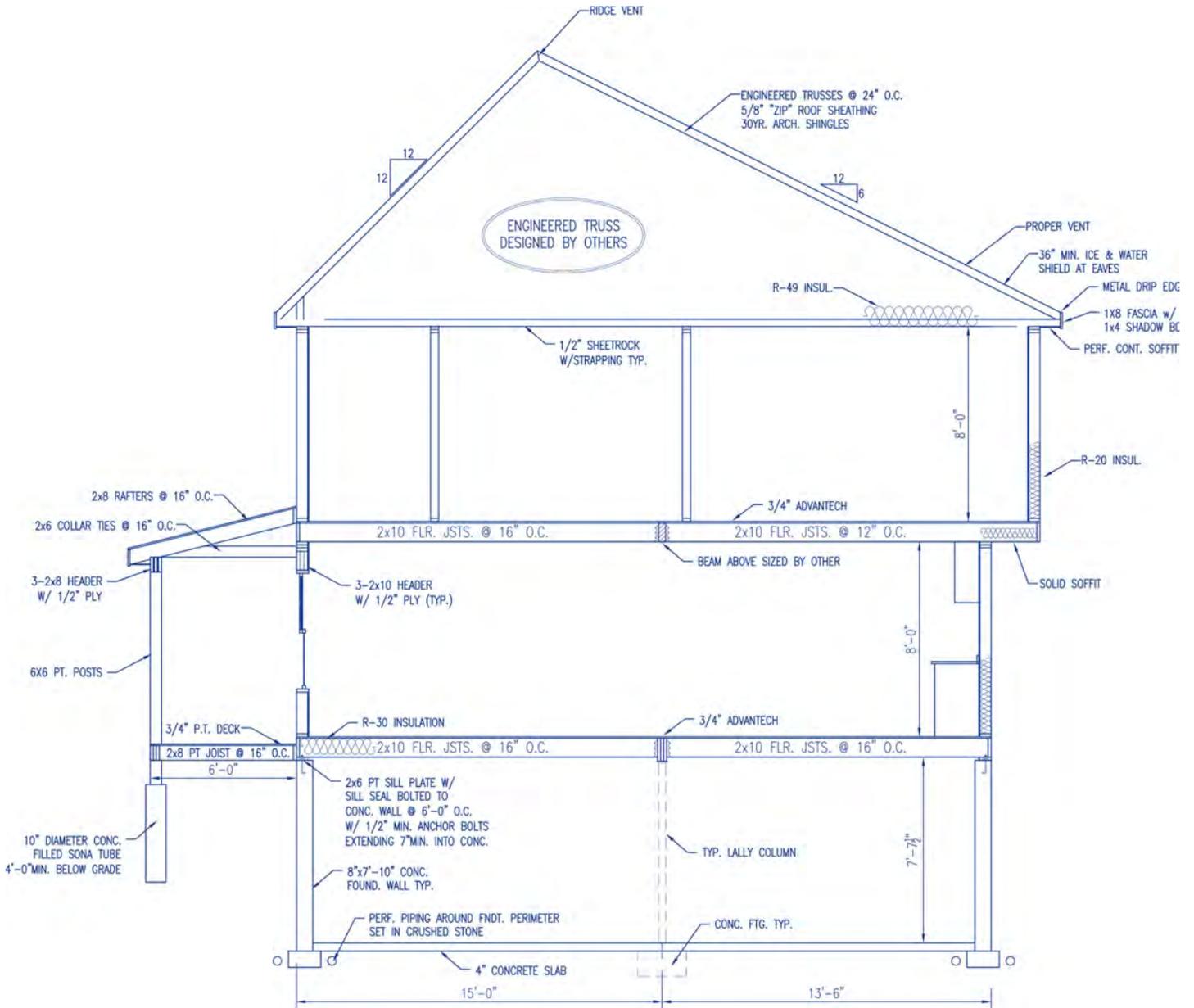
The Nancy – Second Floor Plan



The Nancy – Foundation Plan



The Nancy – Cross-section



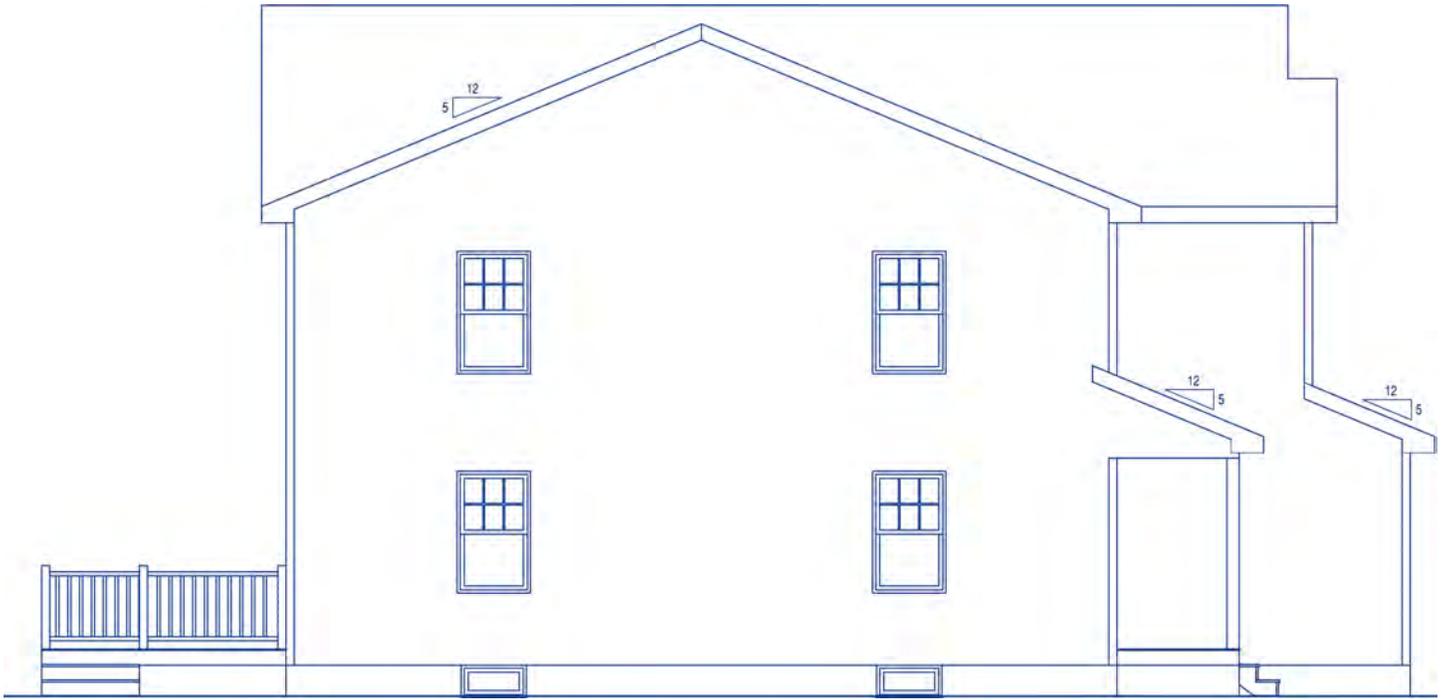
The Shannon (1,750 sq ft) – Front



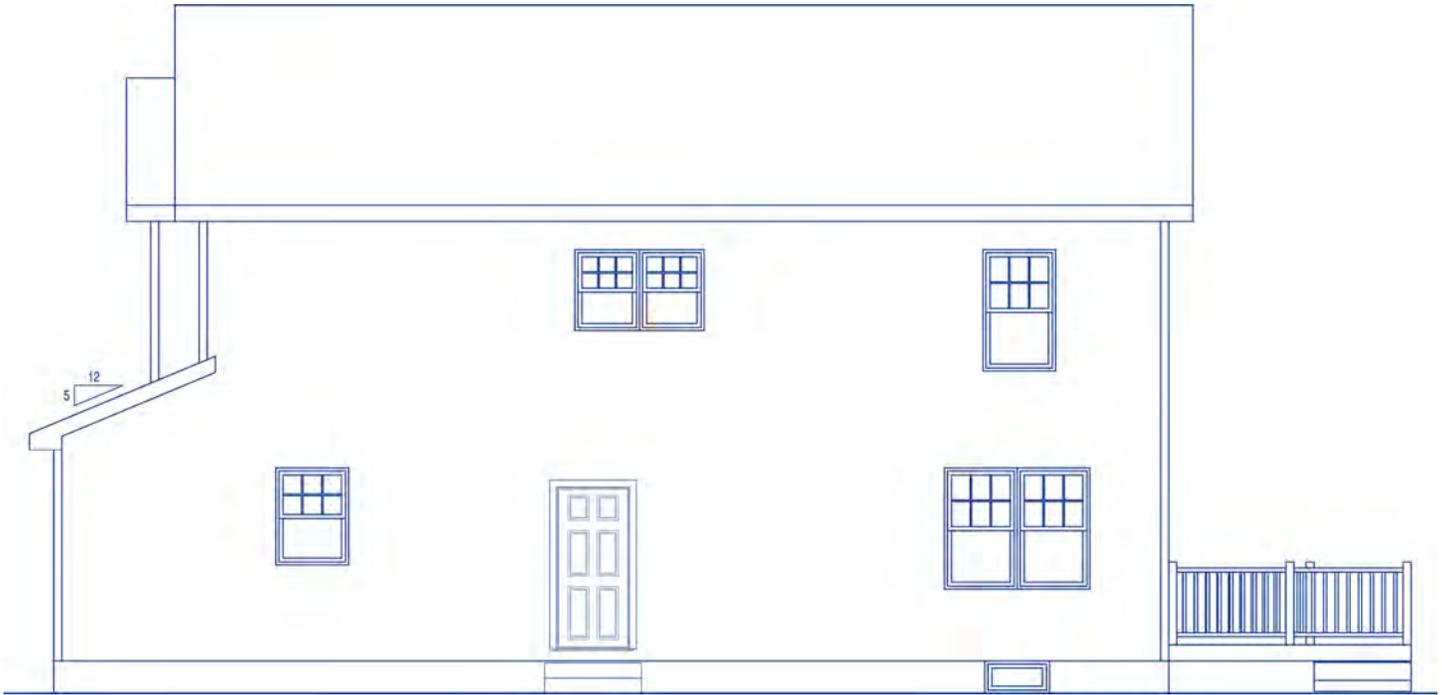
The Shannon – Rear



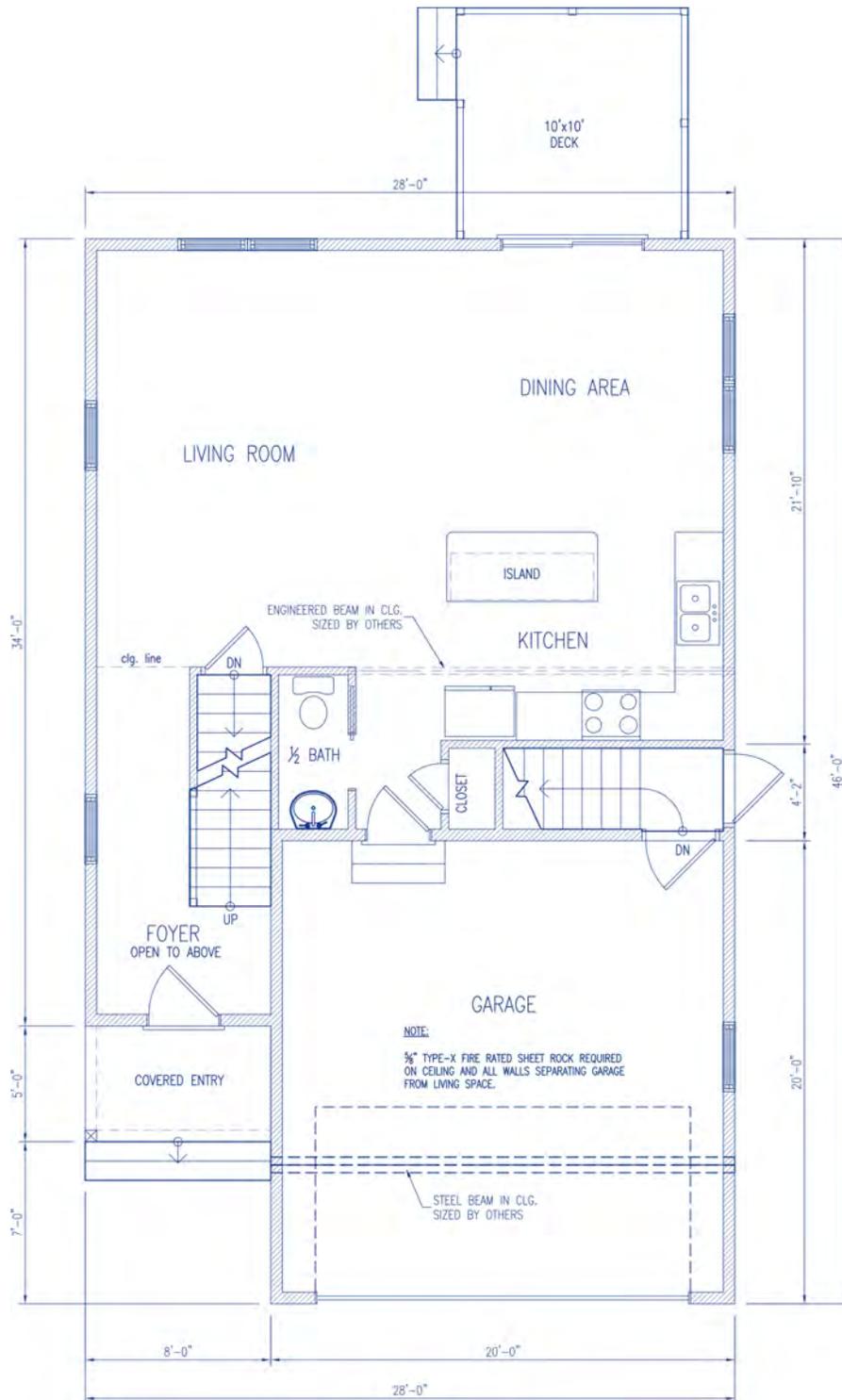
The Shannon – Left



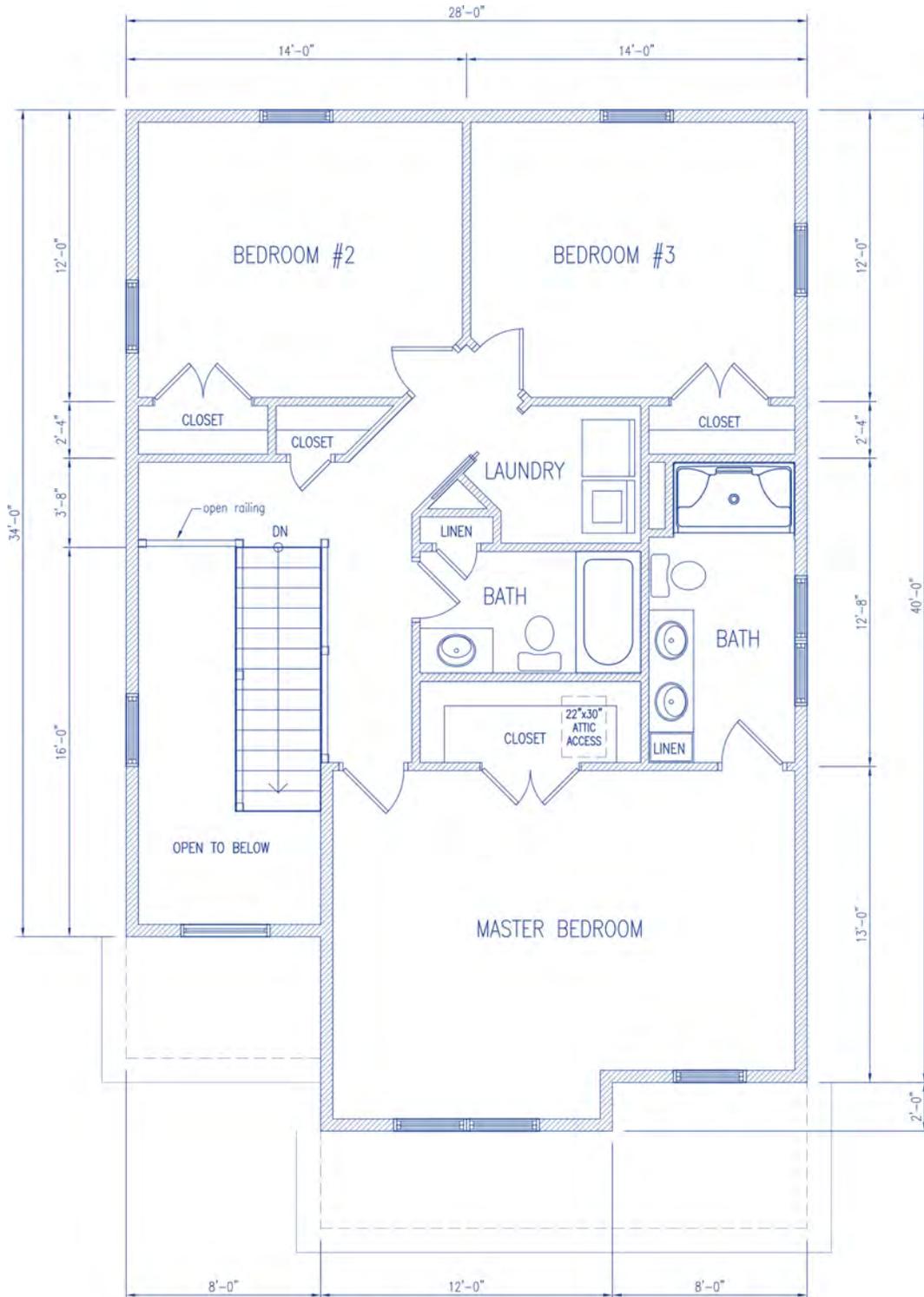
The Shannon – Right



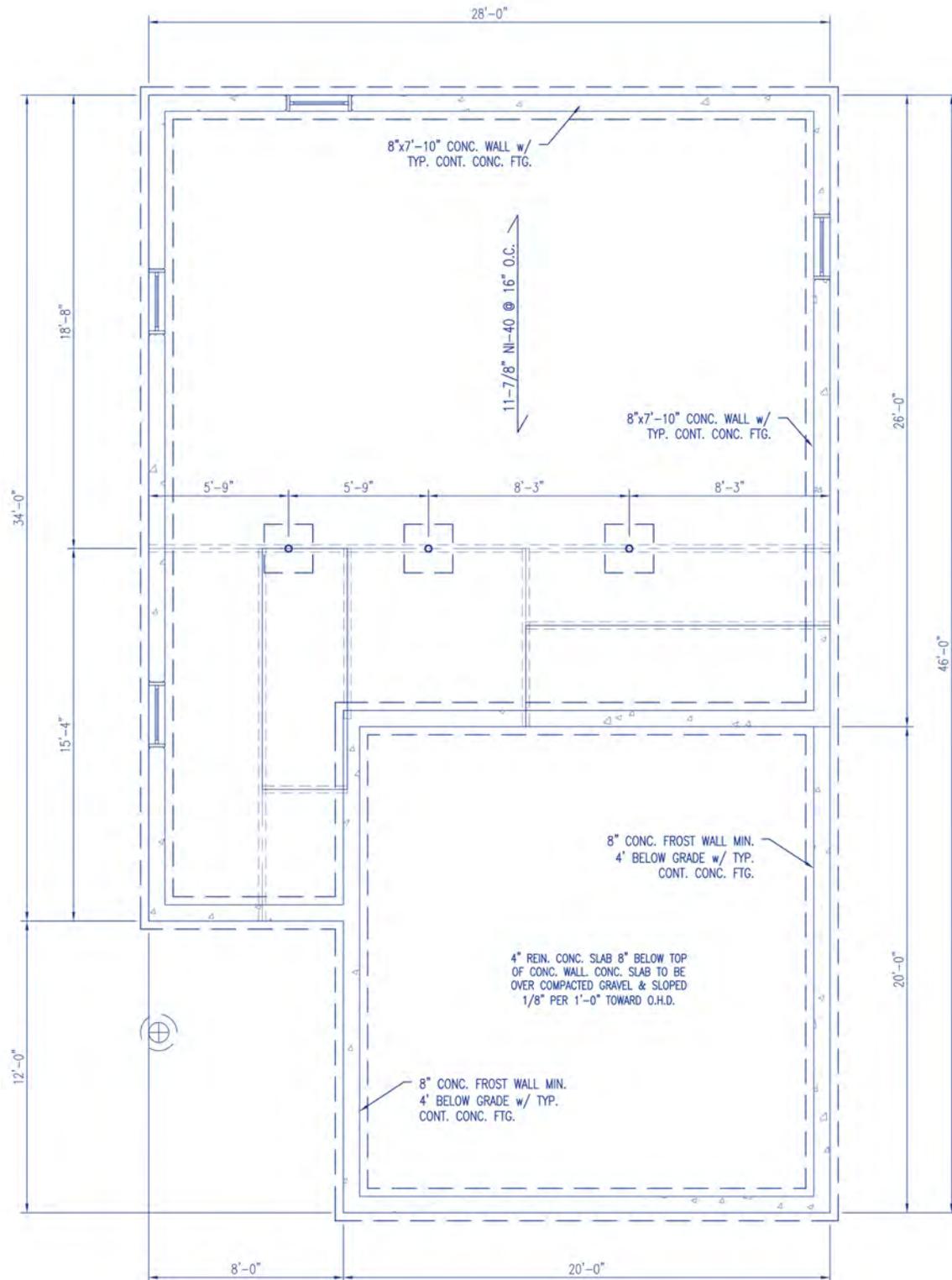
The Shannon – First Floor Plan



The Shannon – Second Floor Plan



The Shannon – Foundation Plan



The Suzie (1,338 sq ft)– Front



The Suzie – Rear



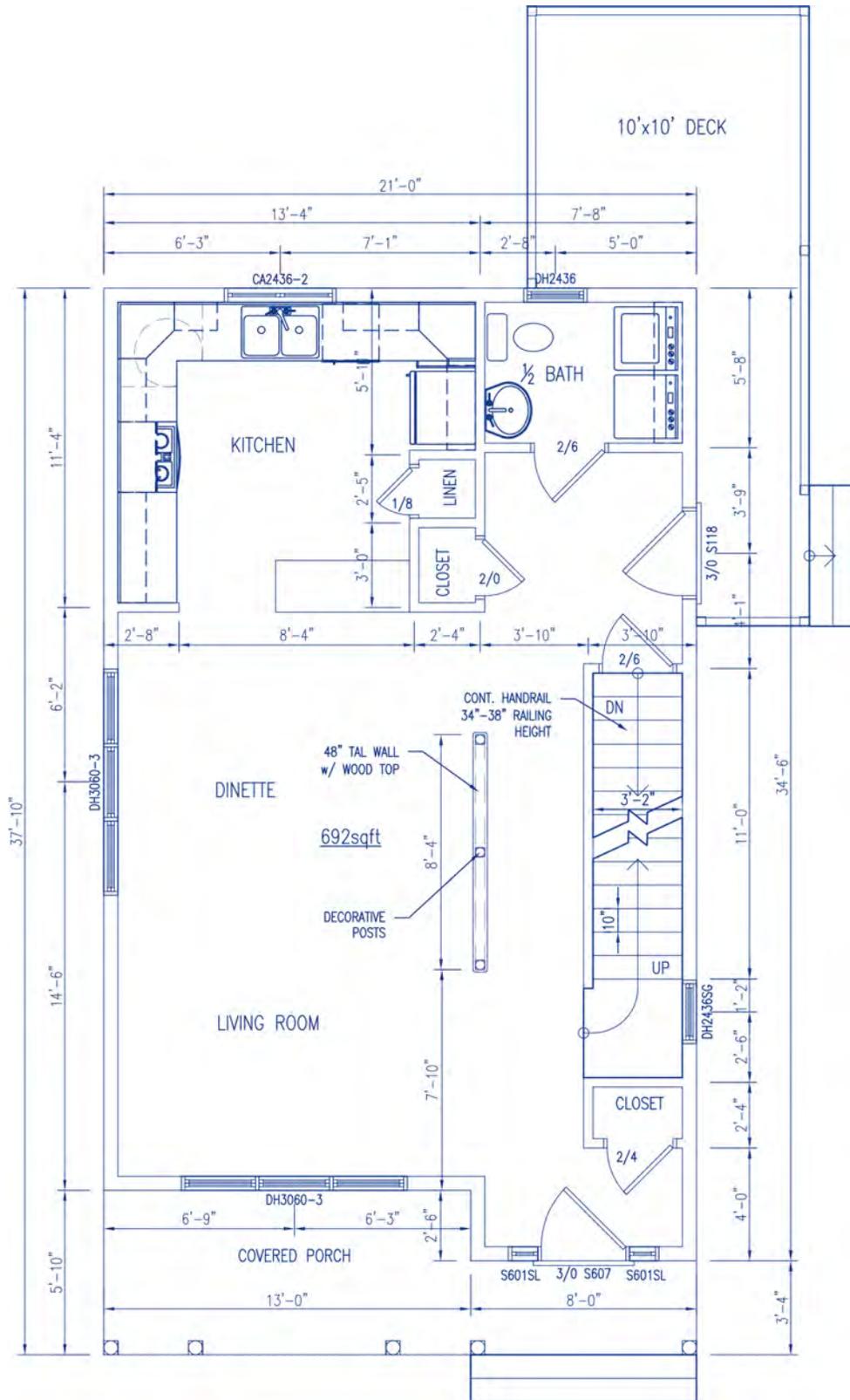
The Suzie – Left



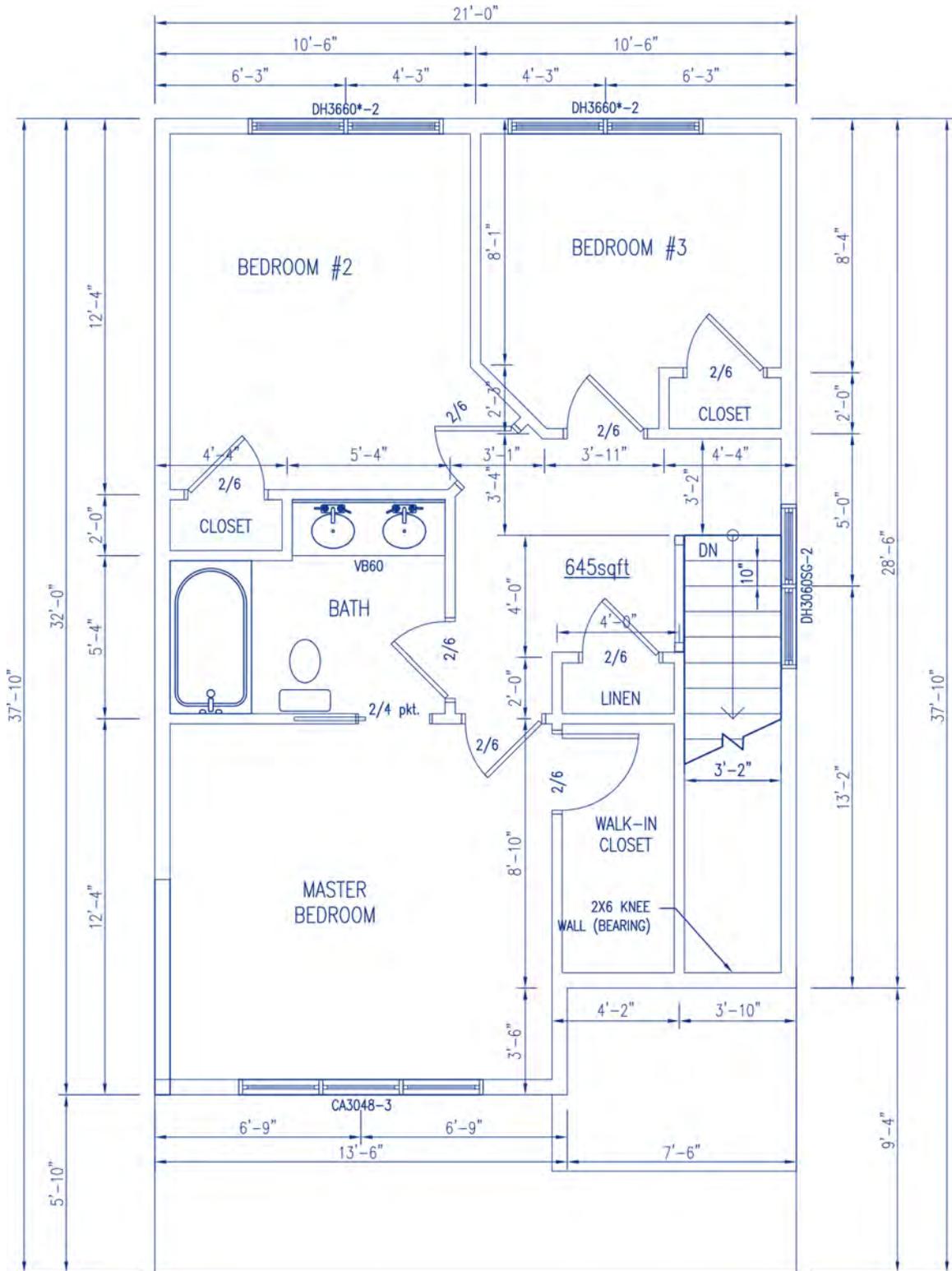
The Suzie – Right



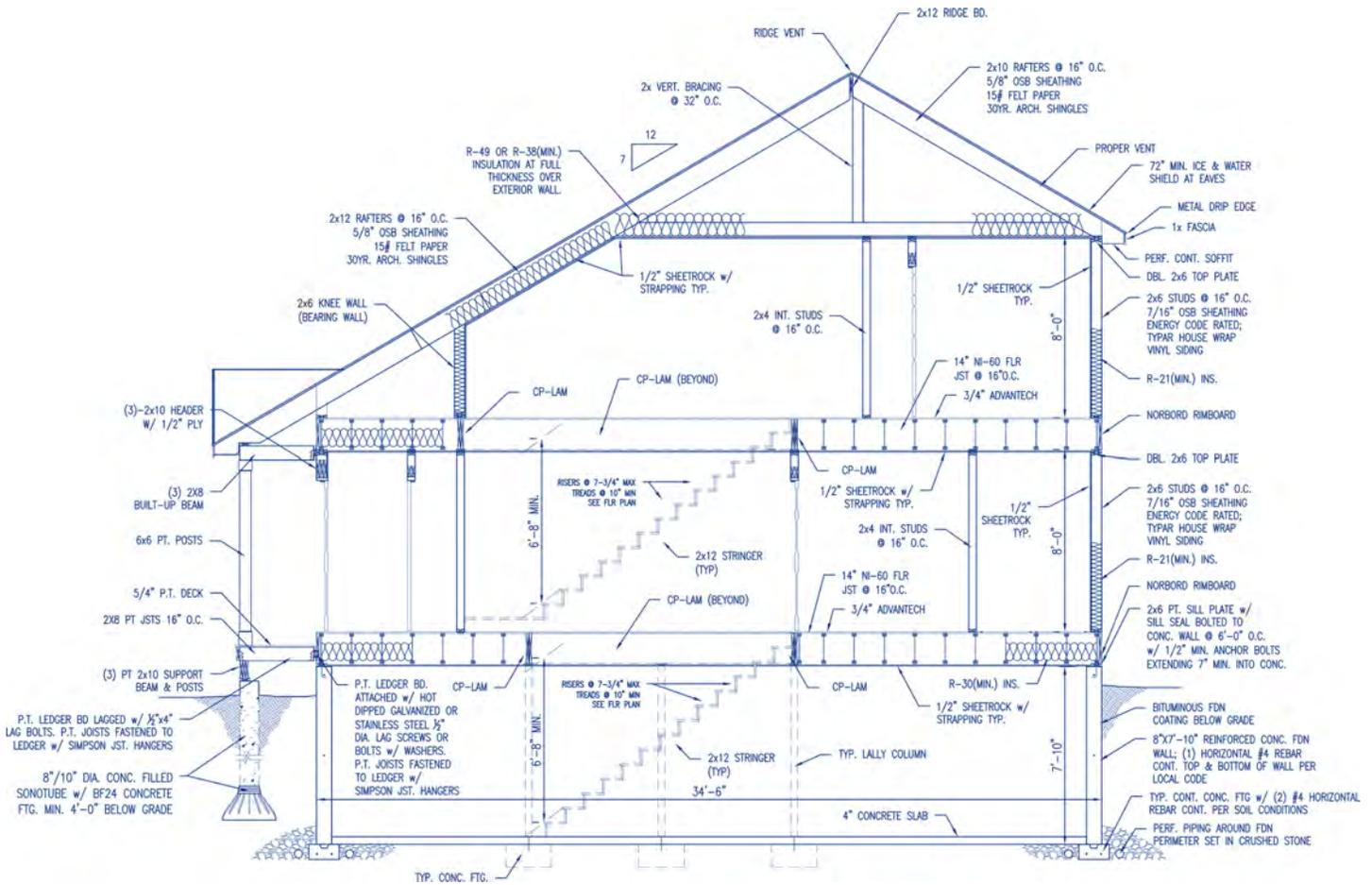
The Suzie – First Floor Plan



The Suzie – Second Floor Plan



The Suzie – Cross-section



The Tami (1,467 sq ft) – Front



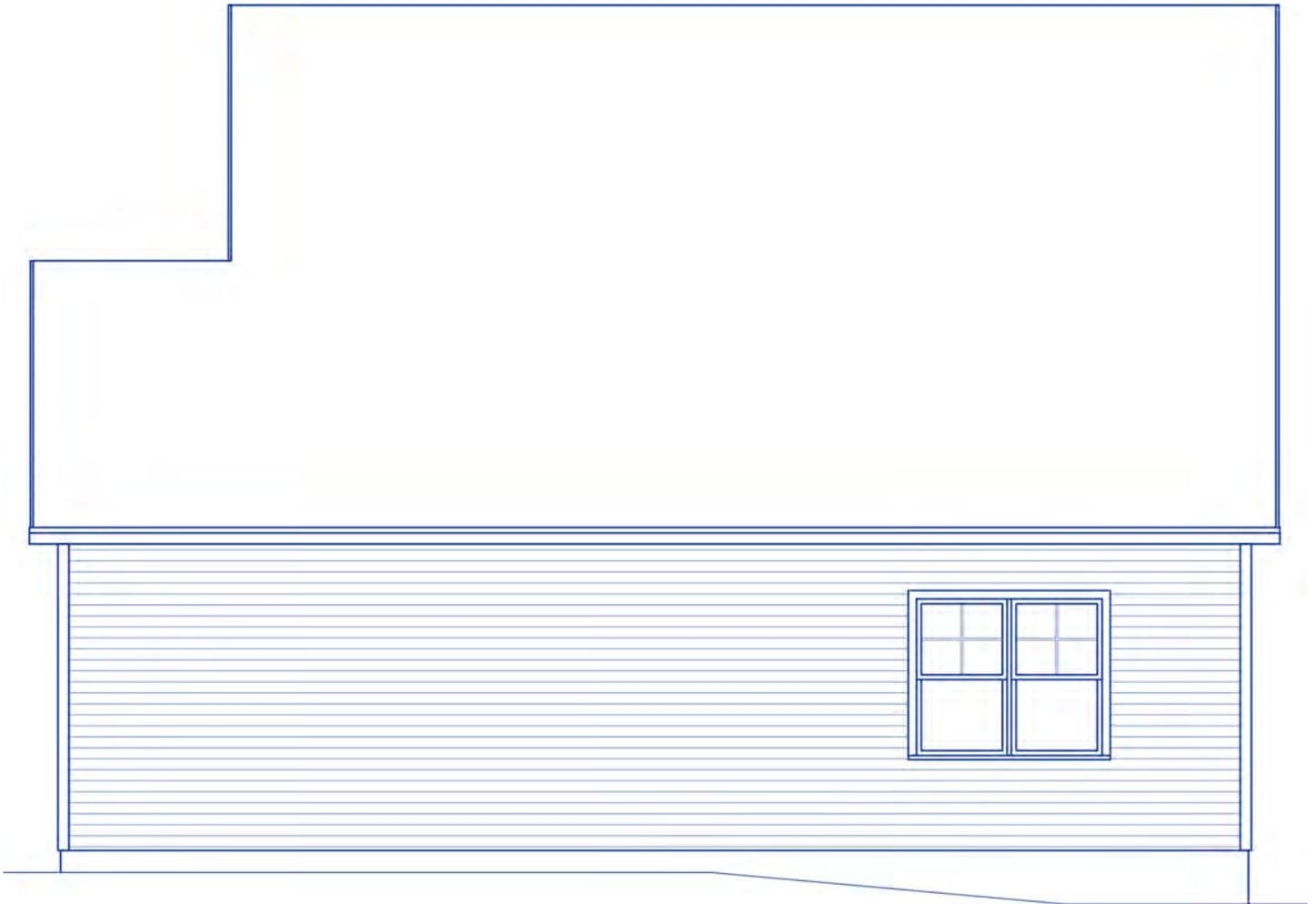
The Tami – Rear



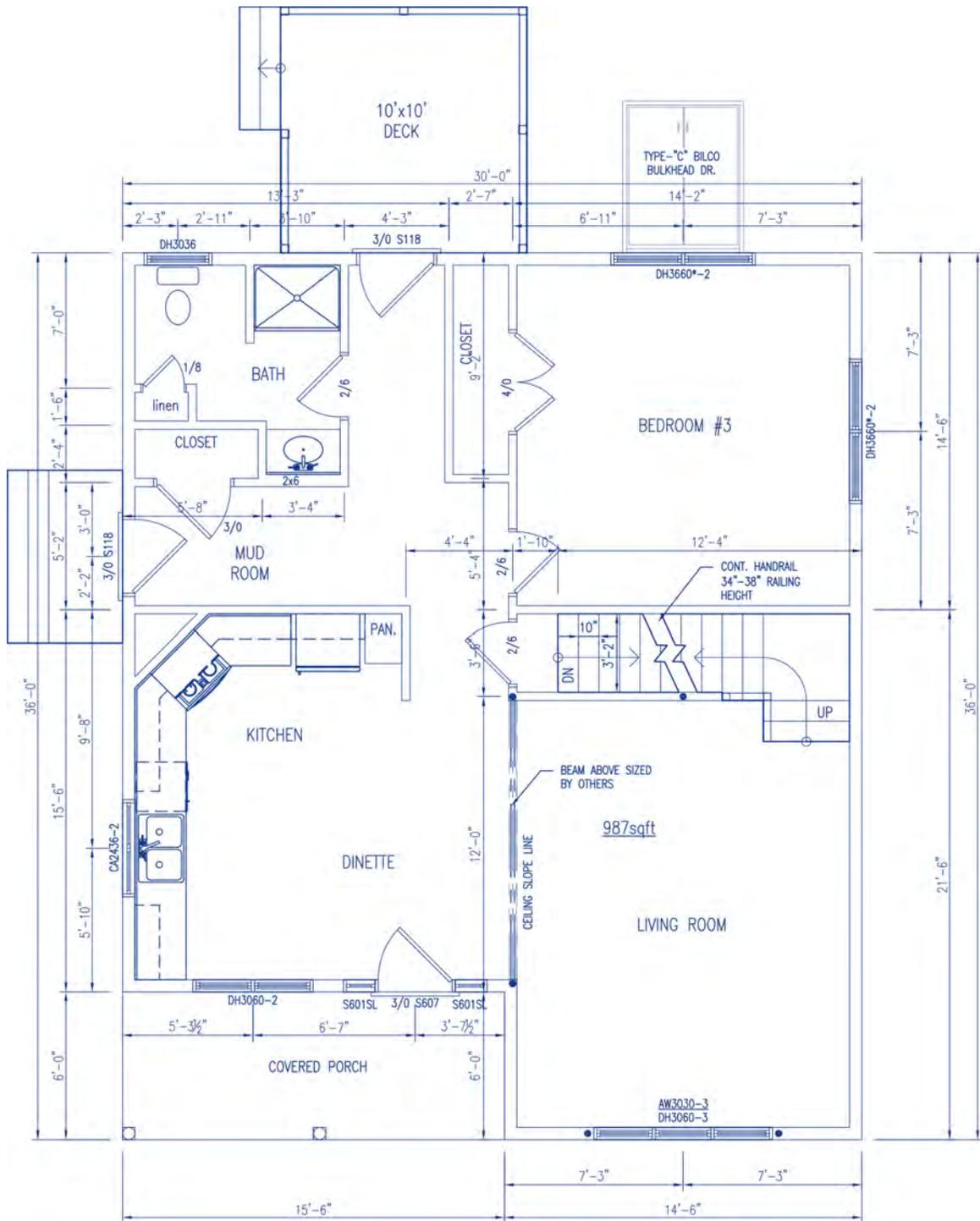
The Tami – Left



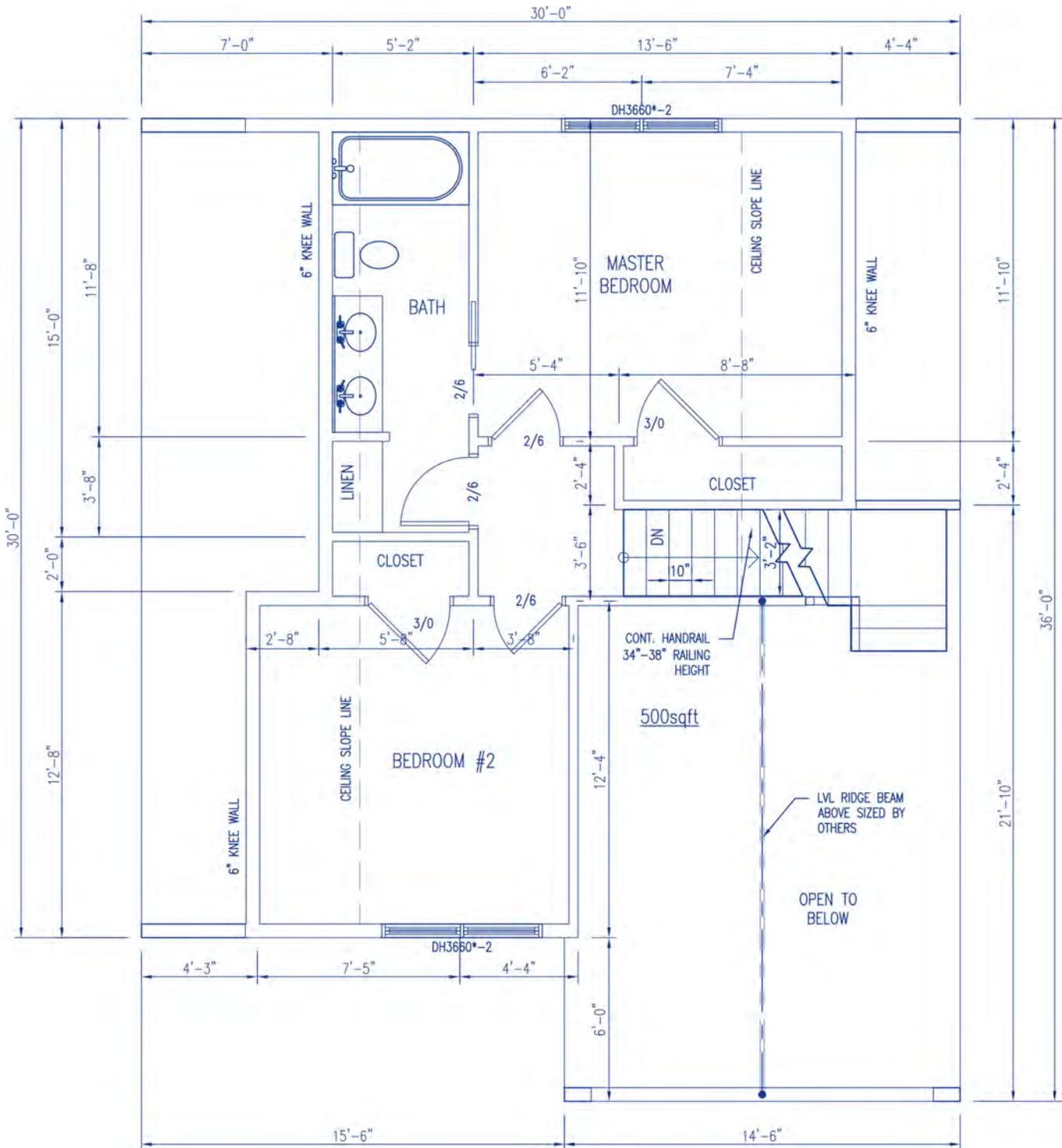
The Tami – Right



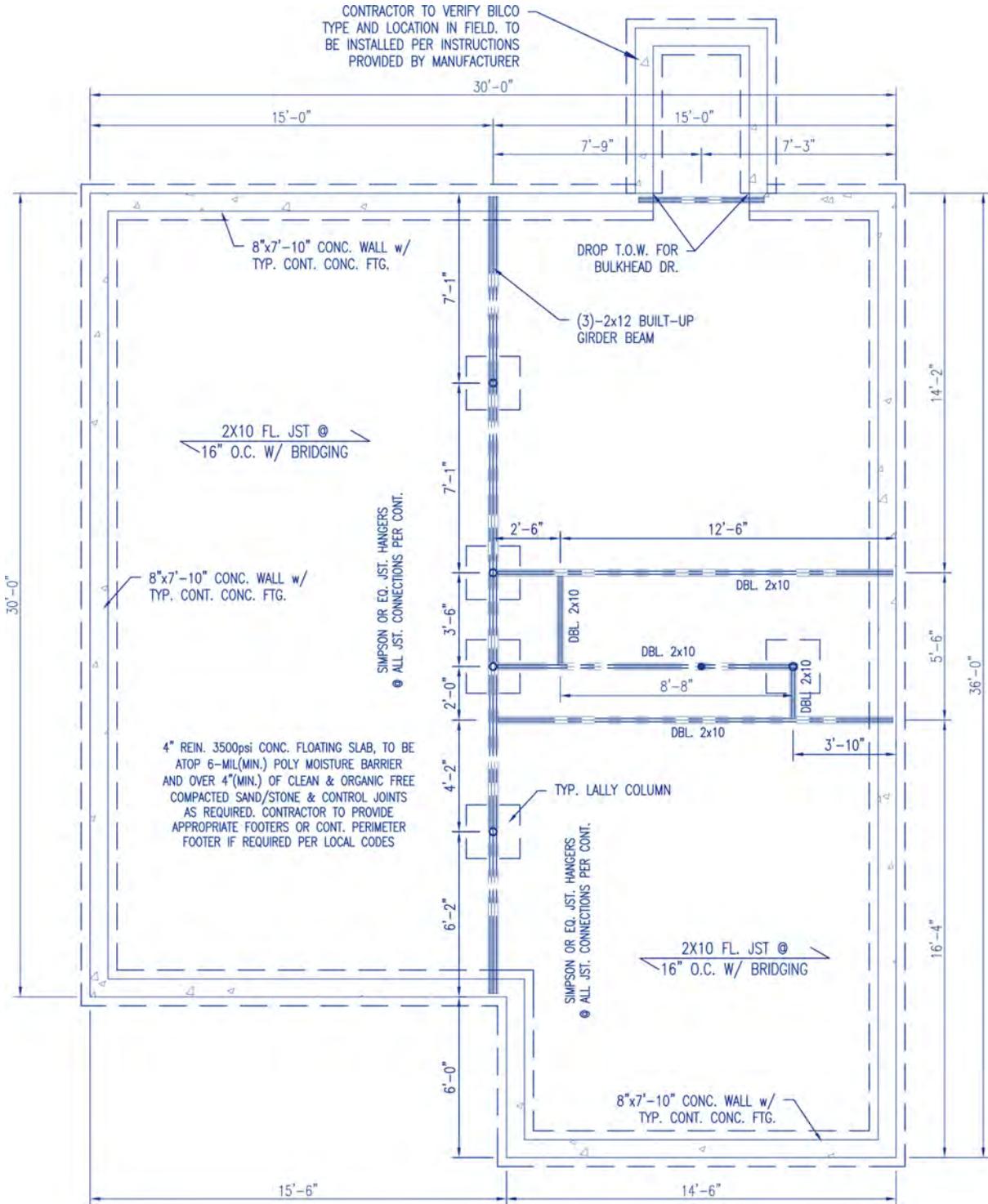
The Tami – First Floor Plan



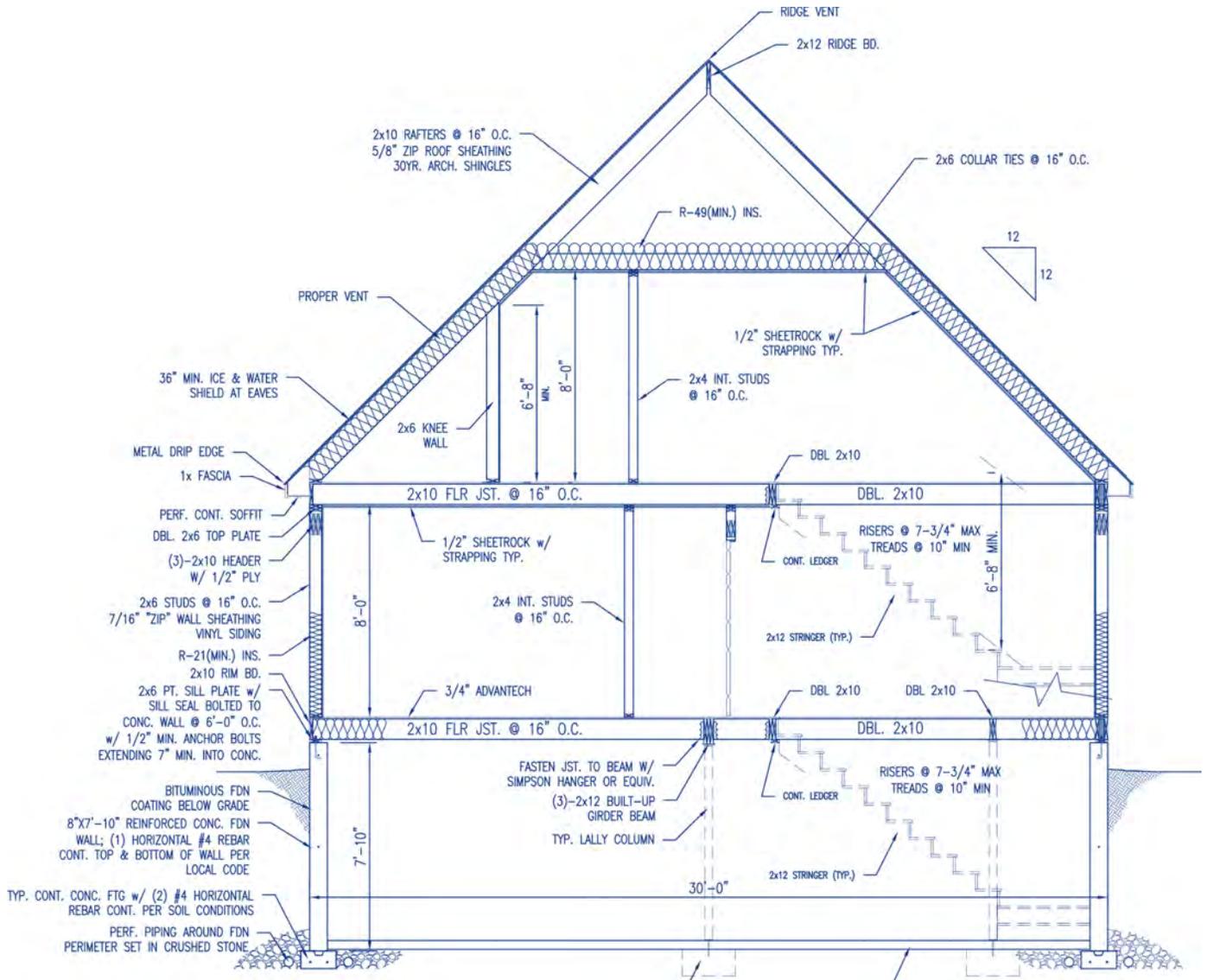
The Tami – Second Floor Plan



The Tami – Foundation Plan



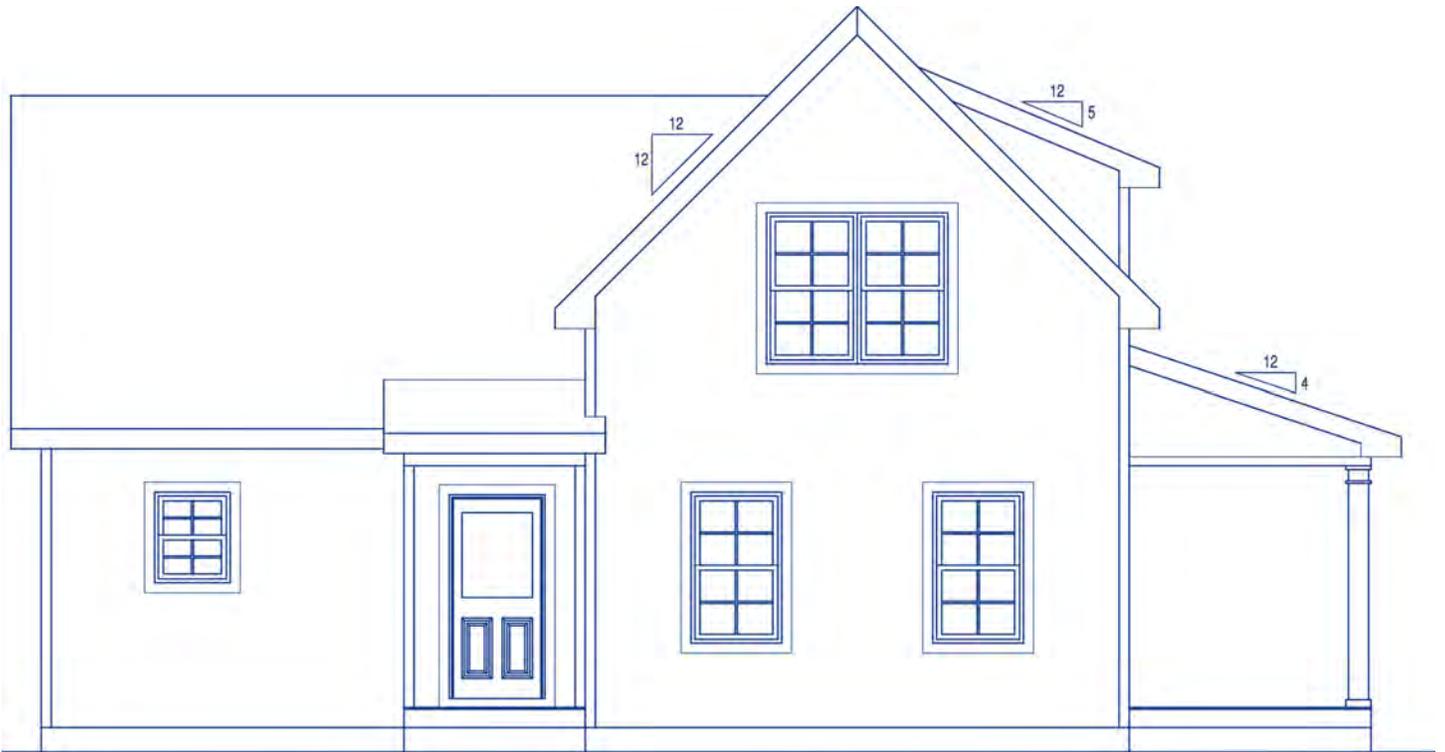
The Tami – Cross-section



The Terri (1,467 sq ft) – Front



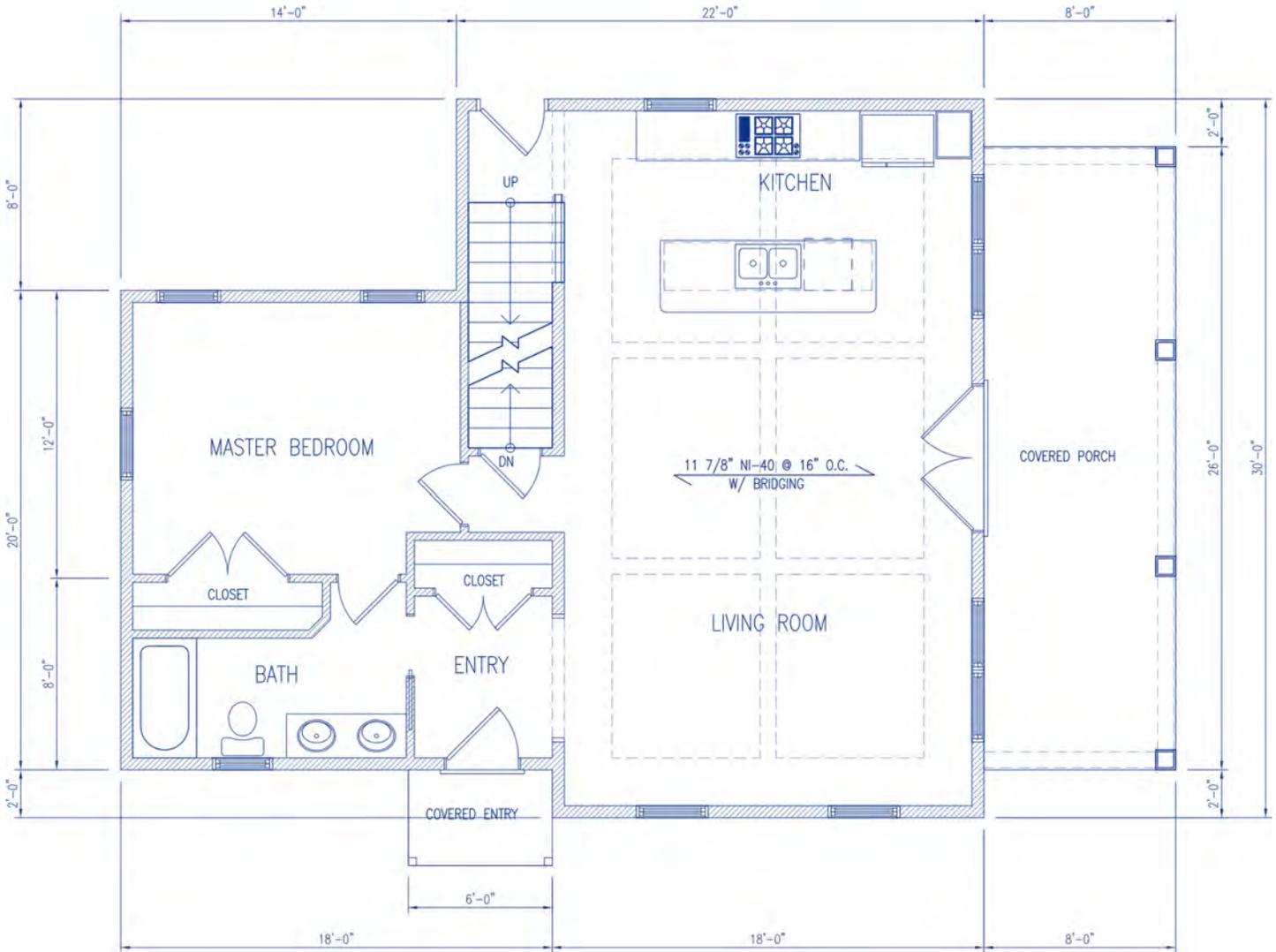
The Terri – Left



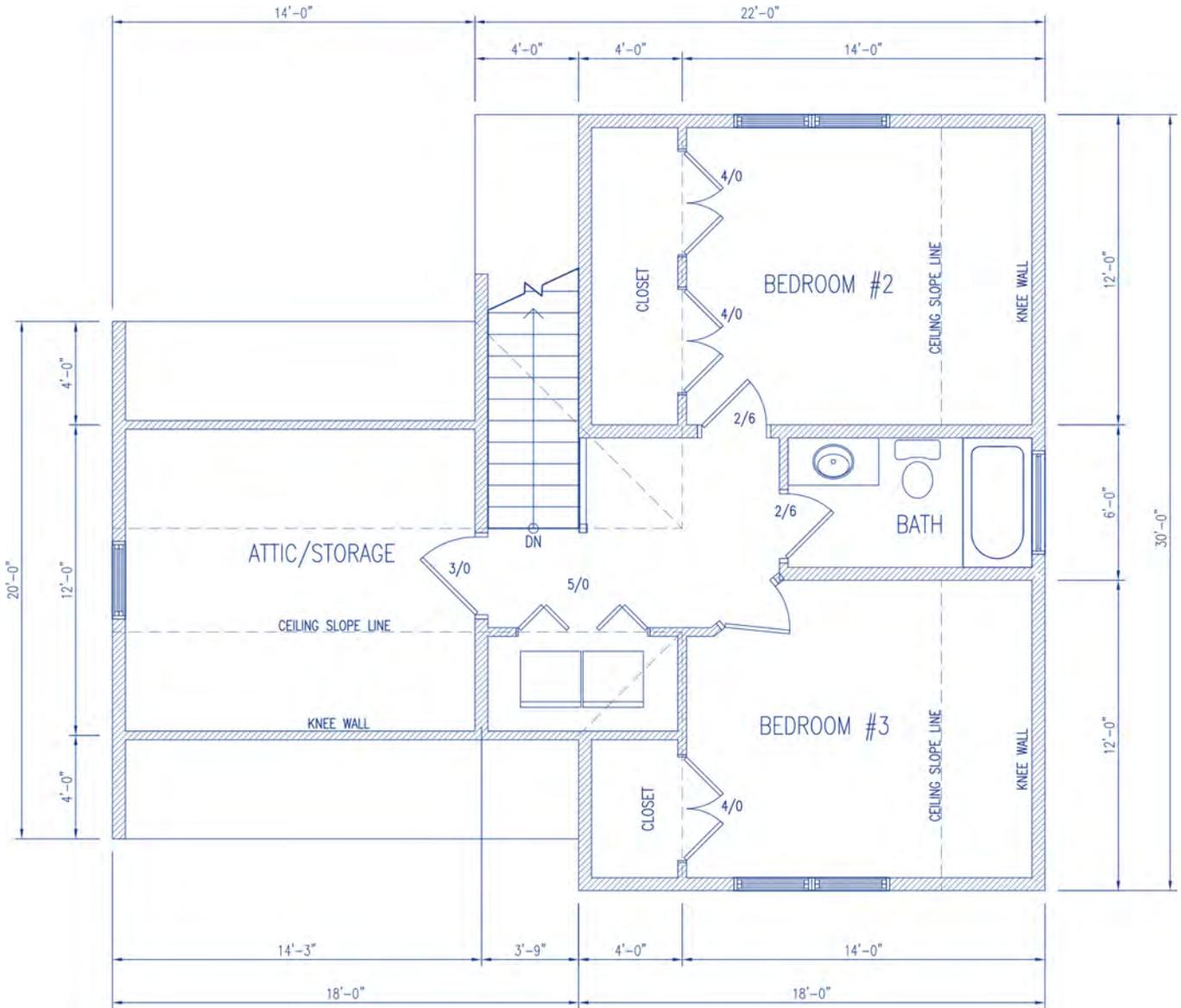
The Terri – Right



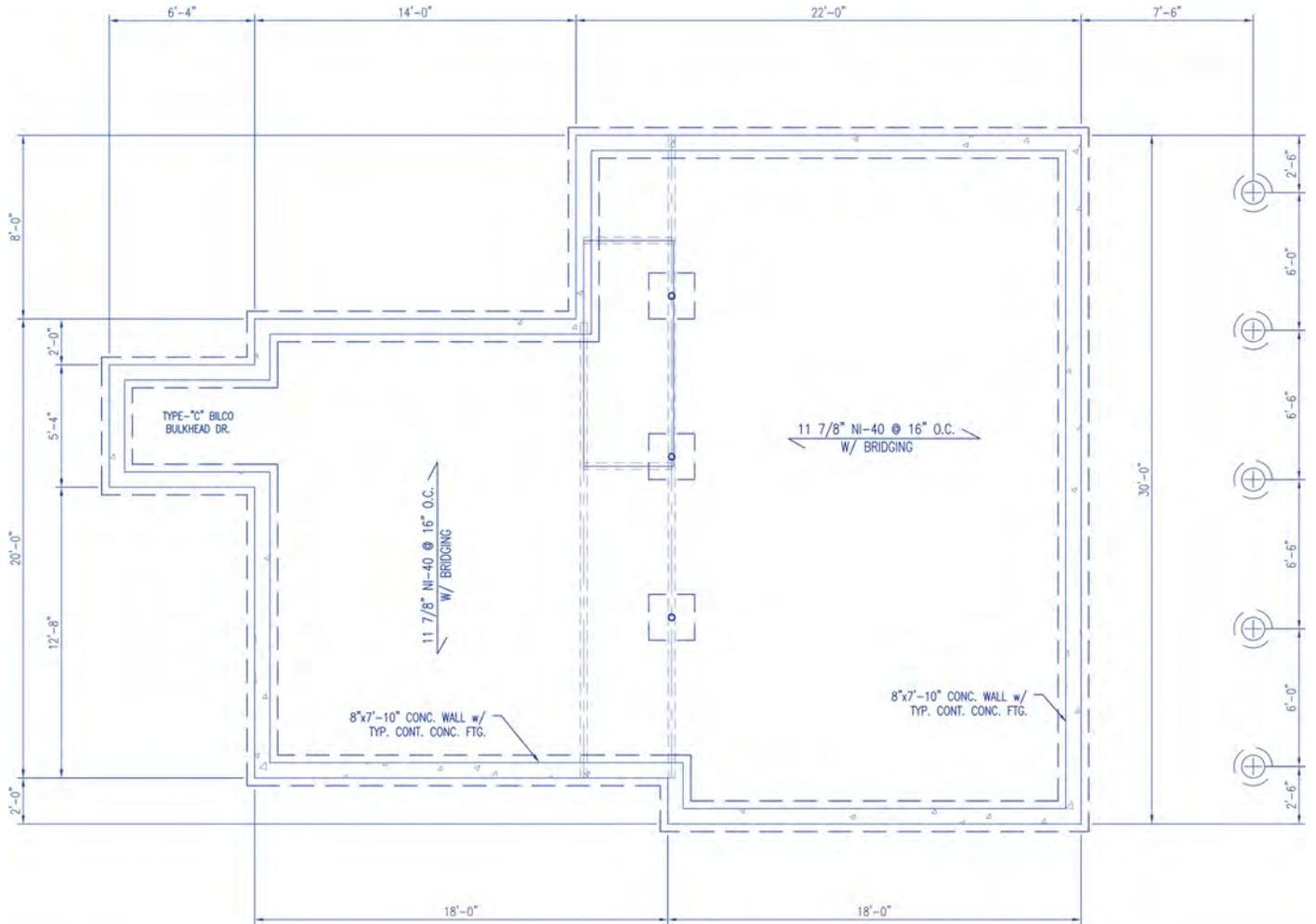
The Terri – First Floor Plan



The Terri – Second Floor Plan



The Terri – Foundation Plan





TOWN OF BRUNSWICK, MAINE

INCORPORATED 1739

DEPARTMENT OF PLANNING AND DEVELOPMENT
85 UNION STREET
BRUNSWICK, ME 04011

MATT PANFIL, AICP CUD
DIRECTOR OF PLANNING & DEVELOPMENT

PHONE: 207-725-6660
FAX: 207-725-6663

MEMORANDUM

TO: The Planning Board
FROM: Jared Woolston, AICP
DATE: September 18, 2020
RE: Sketch Plan Review: Two (2) Office Buildings (Case 20-035)

**DRAFT MOTIONS
SKETCH PLAN – MAJOR DEVELOPMENT REVIEW
OFFICE BUILDINGS
CASE # 20-035**

Staff has reviewed the Sketch Plan application and determined that it is complete.

DRAFT Motion 1. That the Board deems the Sketch Plan to be complete.

A Sketch Plan of the proposed development was prepared by Sitalines for Priority Leasing, LLC on Plan Sheet 1 entitled, “Site Development Plan” dated May 20, 2019 and most recently revised on August 18, 2020. The proposed development includes two (2) 20,000 square foot buildings on Admiral Fitch Avenue and 172 parking spaces in new parking lots and along Line Drive. Staff note Line Drive is labeled “Constellation Dr” on Brunswick’s public GIS (digital) map.

The proposed developing will incorporate the existing off-road sidewalk adjacent to Line Drive into the development. Landscaping is advised along the perimeter of the development site and within the parking lot to the extent feasible. The applicant was advised to review the parking lot landscaping standards and anticipated snow removal needs to determine if administrative adjustments would be proposed at the time of final plan review.

The subject parcel is identified on the Brunswick Assessors Maps as Map 40, Lot 84 and Lot 76 and is within the **GM7 (Growth Mixed Use 7) Zoning District**, the Brunswick Landing Common Development Plan (CDP), and the Brunswick Landing Subdivision. The Sketch Plan indicates a new lot will be created between the new buildings. The proposed lot creation will

08/26/20

STAFF REVIEW COMMITTEE NOTES

Staff present: Jay Astle, Public Works Director; Matt Panfil, Director of Planning and Development; Rob Pontau, Assistant General Manager, Brunswick Sewer District; 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.

Applicants Present:

Joseph Marden, Sitelines, PA (Admiral Fitch Office Buildings)

Public Present:

1. **Case #20-035 Admiral Fitch Avenue Office Buildings:** The Staff Review Committee will review and make a recommendation to the Planning Board on a **Sketch Plan Major Development Review** application submitted by Sitelines, PA on behalf of Priority One Capital Partners to construct a two (2) story 20,000 square foot office building and a one (1) story 10,000 square foot office building on Admiral Fitch Avenue (Map 40, Lots 76 and 84) located within the **Growth Management 7 (GM7) Zoning District**.

Joseph Marden: This will be two office buildings with 10,000 square-foot footprint each. One will be two stories, one will be one story. One thing that was wrong on the plan: it says the required parking is 175 spots, but it's 75 I believe. We have 172 spots currently, which is over parked, but that is because one of our tenants had a requirement for 120 parking spaces. Gas, water and electric are around the building. Sewer will have to be extended from Sewell 100-150 feet. One building will gravity drain, the other will likely pump. There are two separate access ways off Admiral Fitch to the buildings which are separate properties. There is also parking located on Line Drive, owned by the property owner. Stormwater will most likely be chambers, might do surface treatment as well.

Julie Erdman: I don't have anything besides noting the parking discrepancies.

Matt Panfil: I think the design is in the right direction. I know Ryan Barnes had suggested putting the parking towards the intersection to the east. He's not here, and I forget his reasoning. I don't remember agreeing with that, but that's fine. I was hoping it was overparked because there would be additional space added. I would make it clear to Planning Board that the overparking is tenant demands because they have discussed parking limits etc. in the past.

Dennis Wilson: Is there intent to save any of the trees on the property?

Joe Marden: I haven't looked at that too much. There is development on the whole property. If there are street trees along the roads we would look to save those. I believe there is a patch of trees in the east corner that we could look to save.

Dennis Wilson: I would ask that the street trees be consistent with the rest of the street.

Jay Astle: I did not have anything.

Jeff Emerson: I don't have anything.

Rob Pontau: Have you confirmed grades out there with extending the sewer?

Joe: Yes, we found that gravity could work for at least one of the buildings on the site. The question is if that will extend across the site to both buildings, but we will probably need at least one pump on that.

Rob Pontau: That's going to have to be a public extension. I think we are about 6.5 feet deep there so it should work. The pump station that is out there is being upgraded this fall, so that's good. Let's talk more outside this meeting.

Chief Stewart: No comments.

Taylor Burns: No comments.

Matt Panfil: A couple things: the application looks like the font got messed up on the property cards and abutters list. Ryan Barnes had one comment shared via email that I can read. The applicants traffic engineer should review the existing and proposed crosswalks and make recommendations to MRRA on what upgrades or placement changes they will need.

require an amendment to the Brunswick Landing Subdivision and the Brunswick Landing Common Development Plan (CDP).

The Staff Review Committee (SRC) reviewed the proposed sketch plan on August 26, 2020. The SRC advised the development will comply with all applicable dimensional standards within the GM7 Zoning District and the CDP. Notes from the SRC meeting are provided in the packet.

Motion 2. That the Board approves the Sketch Plan.

MAJOR DEVELOPMENT REVIEW SKETCH APPLICATION

OFFICE BUILDINGS

ADMIRAL FITCH AVENUE



August 18, 2020

Prepared For

PRIORITY ONE CAPITAL PARTNERS

2 Main Street
Topsham, Maine 04086

Prepared By



119 Purinton Road, Suite A, Brunswick Landing, Brunswick, ME 04011
207-725-1200 ▪ www.sitelinespa.com

Office Buildings
Major Development Review – Sketch Application
Admiral Fitch Avenue

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Attachment A	Application Form & Agent Authorization
Attachment B	Right, Title, & Interest
Attachment C	Abutting Property Owners
Attachment D	Supporting Correspondence
Attachment E	Supporting Graphics
Attachment F	Financial Capacity
Attachment G	Photographs
Attachment H	Site Plans



August 18, 2020

2504.16-7

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

**RE: Sketch Plan Application
Office Buildings - Brunswick Landing Lots 11 & 12
Admiral Fitch Avenue, Brunswick
Tax Map 40, Lots 76 & 84**

Dear Jared:

On behalf Priority One Capital Partners, LLC, Sitelines PA is pleased to submit the enclosed Sketch Plan Application, drawings, and supporting materials for the development of two (2) office buildings with associated parking, infrastructure, and landscaping to be located at Brunswick Landing Lots 11 and 12. This letter is intended to summarize the project in order to facilitate the review process.

PROPERTY

Priority One Capital Partners, LLC owns the parcels of land currently identified on Tax Map 40 as Lots 76 and 84. The combined parcels contain a total of 4.54 acres. The properties are in the Growth Mixed-Use 7 (GM7) Zoning district in which office buildings are a permitted use. The lots along Admiral Fitch Avenue are also subject to the Common Development Plan for Brunswick Landing. There is a parking lot on the parcels with two curb cuts off Admiral Fitch Avenue. There is a sidewalk on Admiral Fitch Ave. and a pedestrian trail crosses the parcels. Line drive, a private road, traverses the west and north sides of the parcel. This road is owned by Priority One Capital Partners. There are currently no buildings on the site.

PROJECT DESCRIPTION

The proposed project consists of the construction of two (2) office buildings, associated parking, infrastructure, and landscaping. A total of 172 parking spaces will be provided for the buildings, eight (8) of which are ADA compliant. The site will be accessed via an existing curb-cut and a new curb-cut both located on Admiral Fitch Avenue. The project will comply with the Common Development Plan (CDP) Standards previously approved for the lots along Admiral Fitch Avenue. It is anticipated that this project will generate more than 100 passenger car equivalent (PCE) trips during peak hour of traffic generation, so a Traffic Movement Permit from the Maine Department of Transportation (MaineDOT) will be required. Since less than three (3) acres of new impervious area will be constructed, the project will require a Stormwater Management Law Permit from the Maine Department of Environmental Protection (MDEP).

The design will be reviewed by the Navy and DEP with regard to the monitoring wells on-site. However, there are no restrictions for office uses identified in the Finding of Suitability to Transfer

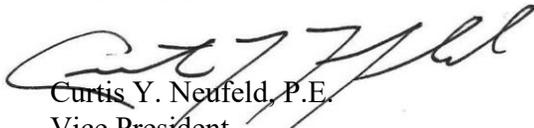
SITELINES • CIVIL ENGINEERS • LAND SURVEYORS
119 Purinton Road, Suite A, Brunswick Landing, Brunswick, ME 04011
207-725-1200 • www.sitelinespa.com

(FOST) report. The design will maintain the pedestrian trail, which is part of the Brunswick Landing Trail System.

Water, sewer, electric, and natural gas utilities are available to the parcel and preliminary contact has been made with the respective utility providers. Water will be provided from the existing water main in Admiral Fitch Avenue. Sewer will be served by the Brunswick Sewer District using existing sewer mains, although the extension of the main will be necessary.

We look forward to presenting the project to the Planning Board at their September 8, 2020 meeting to obtain their feedback prior to final design. Should you have any questions, please call or contact me at cneufeld@sitelinespa.com.

Very truly yours,



Curtis Y. Neufeld, P.E.
Vice President

SEAL

Enclosures

cc: Jim Howard, Priority One Capital Partners, LLC
Steve Levesque, Midcoast Regional Redevelopment Authority



Office Buildings
Major Development Review – Sketch Application
Admiral Fitch Avenue

Attachment A
Application Form & Checklists

A

A completed copy of the Site Plan Review Sketch Application Form and the Checklist are enclosed. A letter from the applicant authorizing Sitelines, PA to act as their agent is also enclosed.

Application Form & Checklist

**DEVELOPMENT REVIEW
APPLICATION**

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

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Minor Development Review

Major Development Review: **Sketch Plan**

Major Development Review: **Final Plan**

Major Development Review: **Streamlined Final Plan**

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?

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

13. Brief description of proposed use/subdivision: _____

14. Describe specific physical improvements to be done: _____

Owner Signature:

Applicant Signature (*if different*):

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 SKETCH PLAN APPLICATION SUBMITTAL		Sketch Plan
General	Application form and fee	
	Name of development	
	Existing zoning district and overlay designations	
	Location map	
	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	
	Draft performance guarantee or conditional agreement	
Survey, Topography, & Existing Conditions	Scale, date, north point, and area	
	Existing easements associated with the development	
	Existing locations of sidewalks	
	Approximate locations of dedicated public open space, areas protected by conservation easements and recreation areas	
	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	
Proposed Development Plan	Number of lots if a subdivision	

Office Buildings
Major Development Review – Sketch Application
Admiral Fitch Avenue

Attachment B
Right, Title, & Interest

Copies of the current deeds are included with this attachment.

B

Right, Title, & Interest

QUITCLAIM DEED WITH COVENANT
(Maine Statutory Short Form)

MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY, a body corporate and politic and a public instrumentality of the State of Maine, with a mailing address of 15 Terminal Road, Suite 200, Brunswick, Maine 04011 ("GRANTOR"), for consideration paid, grants to PRIORITY ONE CAPITAL PARTNERS, LLC, a Maine limited liability company, with a mailing address of 2 Main Street, Topsham, Maine 04086, ("GRANTEE"), With Quitclaim Covenant, the premises, together with any buildings located thereon, situated in the Town of Brunswick, County of Cumberland, and State of Maine, more particularly described as follows:

See attached Exhibit A, (the "Property"), together with the perpetual rights and easements described on the attached Exhibit B, all of which is conveyed subject to certain terms, restrictions, easements, notices, reservations, conditions and covenants as referenced on the attached Exhibit C.

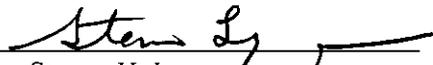
Being a portion of the property conveyed to Grantor by Quitclaim Deed of the United States of America, acting by and through the Secretary of the Navy, Base Closure Program Management Office Northeast, Philadelphia, PA ("Government") dated September 20, 2012 and recorded in the Cumberland County Registry of Deeds in Book 30069, Page 1 (the "Government Source Deed").

IN WITNESS WHEREOF, Midcoast Regional Redevelopment Authority has caused this instrument to be executed by Steven H. Levesque, its Executive Director, hereunto duly authorized, as of the 29th day of December, 2015.

WITNESS:

MIDCOAST REGIONAL REDEVELOPMENT
AUTHORITY



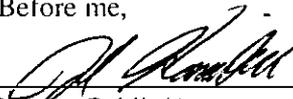

By: Steven H. Levesque
Its: Executive Director

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

December 29, 2015

Then personally appeared the above-named Steven H. Levesque, Executive Director of Midcoast Regional Redevelopment Authority, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Midcoast Regional Redevelopment Authority.

Before me,



Notary Public/Attorney at Law
John S. Kaminski
Print name

My commission expires _____

MAINE REAL ESTATE TAX PAID

IN WITNESS WHEREOF, Priority One Capital Partners, LLC has caused this instrument to be executed by James G. Howard, Its Manager, hereunto duly authorized, as of the 29 day of December, 2015, evidencing its acceptance thereof and its agreement to be bound by all the terms and provisions thereof.

PRIORITY ONE CAPITAL PARTNERS, LLC

By:


Name: James G. Howard
Title: Manager

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

December 29, 2015

Then personally appeared the above-named James G. Howard, Manager of Priority One Capital Partners, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Priority One Capital Partners, LLC.

Before me


Notary Public/Attorney at Law

Print name

John Moncure
Attorney At Law

My commission expires

Bar #655

Exhibit A

**Lot 11
Brunswick Landing Subdivision-Phase 1**

A certain lot or parcel of land located on the northwesterly side of Admiral Fitch Avenue in the Town of Brunswick, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the northerly corner of Lot 12 as shown on plans entitled "Amendment of Subdivision Plan Brunswick Landing Subdivision-Phase 1" made by Wright-Pierce dated June 11, 2014, recorded in the Cumberland County Registry of Deeds in Plan Book 214, Pages 247 through 253 and remaining land now or formerly of Midcoast Regional Redevelopment Authority as described in a deed recorded in said Registry in Book 30069, Page 001. Thence:

- 1) N 58°40'01" E by said land of Midcoast Regional Redevelopment Authority a distance of Four Hundred Ninety and 30/100 (490.30) feet to a point at the westerly corner of Lot 10 as shown on said plan;
- 2) S 57°39'56" E by said Lot 10 a distance of Two Hundred Thirty-One and 42/100 (231.42) feet to a point on the northwesterly sideline of Admiral Fitch Avenue;
- 3) Southwesterly by said Admiral Fitch Avenue, following a non-tangent curve to the right having a radius of Two Thousand Five Hundred and 00/100 (2500.00) feet, an arc distance of Forty-Eight and 70/100 (48.70) feet to a point, said point being located S 58°06'32" W a distance of Forty-Eight and 70/100 (48.70) feet from the last described point;
- 4) S 58°40'01" W by said Admiral Fitch Avenue a distance of Five Hundred Forty-Three and 49/100 (543.49) feet to a point at the easterly corner of said Lot 12;
- 5) N 31°32'42" W by said Lot 12 a distance of Two Hundred Seven and 89/100 (207.89) feet to the point of beginning.

The above described parcel contains 2.58 acres, more or less, and being shown as Lot 11 on plans entitled "Amendment of Subdivision Plan Brunswick Landing Subdivision-Phase 1" made by Wright-Pierce dated June 11, 2014, recorded in the Cumberland County Registry of Deeds in Plan Book 214, Pages 247 through 253. The above described parcel is subject to a Thirty (30) foot right of way as shown on said plan.

**Lot 12
Brunswick Landing Subdivision-Phase 1**

A certain lot or parcel of land located on the northwesterly side of Admiral Fitch Avenue in the Town of Brunswick, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the northwesterly sideline of Admiral Fitch Avenue at the southerly corner of Lot 11 as shown on plans entitled "Amendment of Subdivision Plan Brunswick Landing Subdivision-Phase 1" made by Wright-Pierce dated June 11, 2014, recorded in the Cumberland County Registry of Deeds in Plan Book 214, Pages 247 through 253. Thence:

- 1) S 58°40'01" W by Admiral Fitch Avenue a distance of Four Hundred Eight and 40/100 (408.40) feet to a point at land now or formerly of United States of America;
- 2) N 32°37'04" W by said land of United States of America a distance of Two Hundred Seven and 94/100 (207.94) feet to a point and land now or formerly of Midcoast Regional Redevelopment Authority as described in a deed recorded in said Registry in Book 30069, Page 001;
- 3) N58°40'01" E by said land of Midcoast Regional Redevelopment Authority a distance of Four Hundred Twelve and 29/100 (412.29) feet to a point at the westerly corner of said Lot 11;
- 4) S 31°32'42" E by said Lot 11 a distance of Two Hundred Seven and 89/100 (207.89) feet to the point of beginning.

The above described parcel contains 1.96 acres, more or less, and being shown as Lot 12 on plans entitled "Amendment of Subdivision Plan Brunswick Landing Subdivision-Phase 1" made by Wright-Pierce dated June 11, 2014, recorded in the Cumberland County Registry of Deeds in Plan Book 214, Pages 247 through 253. The above described parcel is subject to a Thirty (30) foot right of way as shown on said plan.

Exhibit B

The GRANTOR hereby grants to the GRANTEE (a) perpetual rights and easements for pedestrian and vehicular access to and from the Property, as described on Exhibit A to this Quitclaim Deed with Covenant (hereinafter sometimes referred to as the "Property"), for the benefit of the GRANTEE, the GRANTEE's agents, employees, guests, and invitees and for the general public, (b) and perpetual rights and easements for the installation, maintenance, repair and replacement of stormwater facilities and of utilities including, but not limited to, sewer lines, power lines, water lines, telephone lines, cable television lines and other communication and data lines, above and below ground, to serve the Property, said perpetual rights and easements hereinabove described to be over, upon, under and through that portion of the GRANTOR's property in Brunswick, Cumberland County, Maine, upon which are situated the existing roads and sidewalks and the presently existing stormwater facilities and presently existing utility facilities serving the Property. GRANTEE shall have the right to enter upon the GRANTOR's Property for purposes of exercising its rights hereunder. Notwithstanding the foregoing, the GRANTOR shall have the right to relocate and/or discontinue any of said roads, sidewalks, presently existing stormwater facilities and presently existing utility facilities so long as any such relocation or discontinuance does not result in the GRANTEE's receiving less than comparable vehicular and pedestrian access or stormwater or utility services, and provided that the activities involved in constructing or making any such relocation shall not unreasonably interfere with the Grantee's and Grantee's agent's, employees', guests', and invitees' use of the Property.

By acceptance of this Quitclaim Deed with Covenant, the GRANTEE agrees for itself and its successors and assigns to properly and professionally undertake all work permitted hereunder within the above-described areas only with the prior written consent of the GRANTOR or the GRANTOR's successors and assigns which consent shall not be unreasonably withheld, conditioned or delayed, at the GRANTEE's sole cost and expense and, following the completion of any such work within such areas and the disturbance of the such areas including, but not limited to, all landscaping and improvements therein, or any land adjacent thereto, to restore such areas and land adjacent thereto to their condition prior to the undertaking of such work. Such work shall be undertaken by the GRANTEE in such reasonable manner so as to minimize the disruption of the activities of the GRANTOR and its successors and assigns on the MRRRA Properties, as hereinafter defined. Nothing herein shall be deemed to waive the obligations of the GRANTOR to maintain and repair in a commercially reasonable manner any electrical distribution infrastructure and water and sewer lines owned by the GRANTOR that provide service to the Property. In addition, GRANTOR agrees, for itself, and its successors and assigns, to maintain in a commercially reasonable manner all roads, sidewalks (including without limitation snowplowing and winter salting/sanding of such roads and sidewalks) and storm drains located on the premises owned by the GRANTOR regarding which GRANTEE has been granted perpetual rights and easements above.

The above-described perpetual rights and easements shall be binding upon the GRANTOR and shall inure to the benefit of the GRANTEE, its successors and assigns.

Exhibit C

The Property, rights and easements herein conveyed as described in Exhibits A and B are subject to terms, restrictions, easements, reservations, covenants and conditions set forth as follows:

1. Government Restrictions. All terms, notices, restrictions, easements, reservations, covenants and conditions set forth in the Government Source Deed, which terms, restrictions, easements, reservations, covenants and conditions shall run with the land in perpetuity. As required in the Government Source Deed, specific reference is made to certain, but not all, covenants, particularly being:

- (a) Covenant Regarding Archeological Matters set forth in that certain Quitclaim Deed of the Government as follows: Quitclaim Deed dated September 20, 2012 and recorded in the Cumberland County Registry of Deeds in Book 30069, Page 1 on Pages 9-10, Subsection XXI(a);
- (b) Covenant Regarding Historic Preservation set forth in those certain Quitclaim Deed of the Government as follows: Quitclaim Deed dated September 20, 2012 and recorded in the Cumberland County Registry of Deeds in Book 30069, Page 1 on Pages 10-12, Subsection XXI(b).

By acceptance of this Quitclaim Deed with Covenant, GRANTEE herein assumes all obligations under such terms, restrictions, easements, reservations, covenants and conditions. And GRANTEE herein agrees that the terms, restrictions, easements, reservations, covenants and conditions referenced in this Quitclaim Deed with Covenant shall be expressly referenced in any subsequent deed or other legal instrument which GRANTEE divests itself of either the fee simple title or any other lesser estate in the Property or any portion thereof with the provision that any such subsequent transferee assumes all the obligations imposed upon the GRANTEE by the provision of this Quitclaim Deed with Covenant.

2. Utilities and Infrastructure. The GRANTOR hereby reserves ownership of all utility infrastructure, lines and equipment located above and below ground in the premises conveyed to the GRANTEE by this Quitclaim Deed with Covenant, except for the following which are hereby conveyed to the GRANTEE:

(a) Electric lines and equipment and infrastructure servicing any building situated on the Property, but only starting from the point immediately following the last transformer in the service line and running to the point of entry to such building.

(b) All electrical lines and equipment and infrastructure and any other components of the electrical distribution system located within the boundaries of the Property other than those to be removed by GRANTOR pursuant to a First Amendment to Purchase and Sale Agreement Between Midcoast Regional Redevelopment Authority and Priority One Capital Partners, LLC for Lots 11 & 12 of near or even date herewith (the "Equipment to be Removed"). GRANTOR and GRANTEE agree that all of the Equipment to be Removed shall be and remain the personal property of GRANTOR. GRANTOR agrees that upon the request of GRANTEE following the completion of the removal of the Equipment to be Removed, GRANTOR shall furnish to GRANTEE a certificate to that effect suitable for recording in the Cumberland County Registry of Deeds.

(c) Water and sewer lines and equipment directly serving any building presently located on the Property, but only starting from the edge of the street beneath which the main water and sewer lines are buried and running to the point of entry to such building.

Notwithstanding the foregoing, the GRANTOR and GRANTEE intend that the GRANTOR shall retain ownership of all so-called "trunk lines" providing water and sewer service wherever such "trunk lines" may be situated.

All utility infrastructure, lines and equipment conveyed to GRANTEE by this Quitclaim Deed with Covenant are conveyed (a) "as-is, where is, with all faults"; GRANTOR has not made and does not make any representation or warranty of any nature as to the physical condition or operation thereof and (b) subject to any previously existing rights of others therein, including without limitation the rights to use any utility poles or replacements thereof for other utility equipment.

In addition to the rights reserved above, the GRANTOR hereby reserves perpetual rights and easements for the access to, installation, maintenance, repair, removal and replacement of the utility infrastructure, lines and equipment hereinabove described over, under and through the Property. The GRANTOR agrees for itself and its successors and assigns to properly and professionally undertake all work permitted with respect to such utility infrastructure, lines and equipment at its sole cost and expense and, following the completion of any such work and the disturbance of the GRANTEE's property including, but not limited to, all landscaping and improvements therein, or any land adjacent thereto, to restore such areas and land adjacent thereto to their condition prior to the undertaking of such work. Such work shall be undertaken by the GRANTOR in such reasonable manner so as to minimize the disruption of the activities of the GRANTEE and its successors and assigns on the Property.

In addition to the rights reserved above, the GRANTOR hereby grants to the GRANTEE perpetual rights and easements for the access to, installation, maintenance, repair and replacement of the utility infrastructure, lines and equipment hereinabove described over, under and through the GRANTOR's property. The GRANTEE agrees for itself and its successors and assigns to properly and professionally undertake all work permitted with respect to such utility infrastructure, lines and equipment only with the prior written consent of the GRANTOR or the GRANTOR's successors and assigns which consent shall not be unreasonably withheld, conditioned or delayed, at the GRANTEE's sole cost and expense and, following the completion of any such work and the disturbance of the GRANTOR's property including, but not limited to, all landscaping and improvements therein, or any land adjacent thereto, to restore such areas and land adjacent thereto to their condition prior to the undertaking of such work. Such work shall be undertaken by the GRANTEE in such reasonable manner so as to minimize the disruption of the activities of the GRANTOR and its successors and assigns on the MRRRA Properties.

3. Recreational Trail. Reserved to GRANTOR (for the benefit of GRANTOR, its invitees and the general public) is the perpetual right and easement to enter at any and all times upon the existing recreational trail on the Property, for general recreational purposes, including, without limitation, walking, hiking, bicycling, skiing, snowshoeing on designated paths, nature observation and study, and any other similar activities determined appropriate by the GRANTOR, provided, however, that no perpetual right or easement is reserved for the use of said parcel by motorized vehicles except (a) in emergency circumstances, (b) by motorized

wheelchairs or similar devices for the disabled or (c) for purpose of maintenance or repair. GRANTEE shall have the right to relocate such trail on the Property at the GRANTEE'S expense, subject to the advance written consent of GRANTOR which shall not be unreasonably withheld, conditioned or delayed. GRANTOR shall be obligated to remove rubbish, debris, animal waste and similar matter from the recreational trail. If GRANTOR shall fail to remove the same from the trail, then following fifteen days' written notice from GRANTEE to GRANTOR of GRANTOR's failure, GRANTEE may enforce its rights hereunder against GRANTOR which may include self-help and shall be entitled to its actual costs plus reasonable attorneys' fees in connection with such enforcement.

GRANTOR and GRANTEE acknowledge that (a) GRANTOR was established as a body corporate and politic and a public instrumentality of the State of Maine and is entrusted, pursuant to 5 M.R.S.A. section 13083-G with acquiring and managing the properties within the geographic boundaries of the former Brunswick Naval Air Station ("BNAS") and (b) the GRANTOR has acquired certain portions of the property formerly comprising BNAS from the Government pursuant to the Government Source Deed and otherwise, and expects to acquire additional portions of the former BNAS from the Government (the portions of the former BNAS now owned by the GRANTOR together with those portions of the former BNAS to be subsequently acquired by the GRANTOR being collectively referred to herein as the "MRRRA Properties").

The rights and easements hereinabove reserved and the terms and conditions hereof shall be binding upon and shall inure to the benefit of the GRANTOR, its successors and assigns, and shall be appurtenant to the MRRRA Properties.

Received
Recorded Register of Deeds
Dec 30, 2015 10:11:12A
Cumberland County
Nancy A. Lane

Office Buildings
Major Development Review – Sketch Application
Admiral Fitch Avenue

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

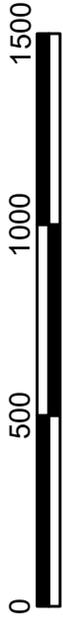
Abutting Property Owners



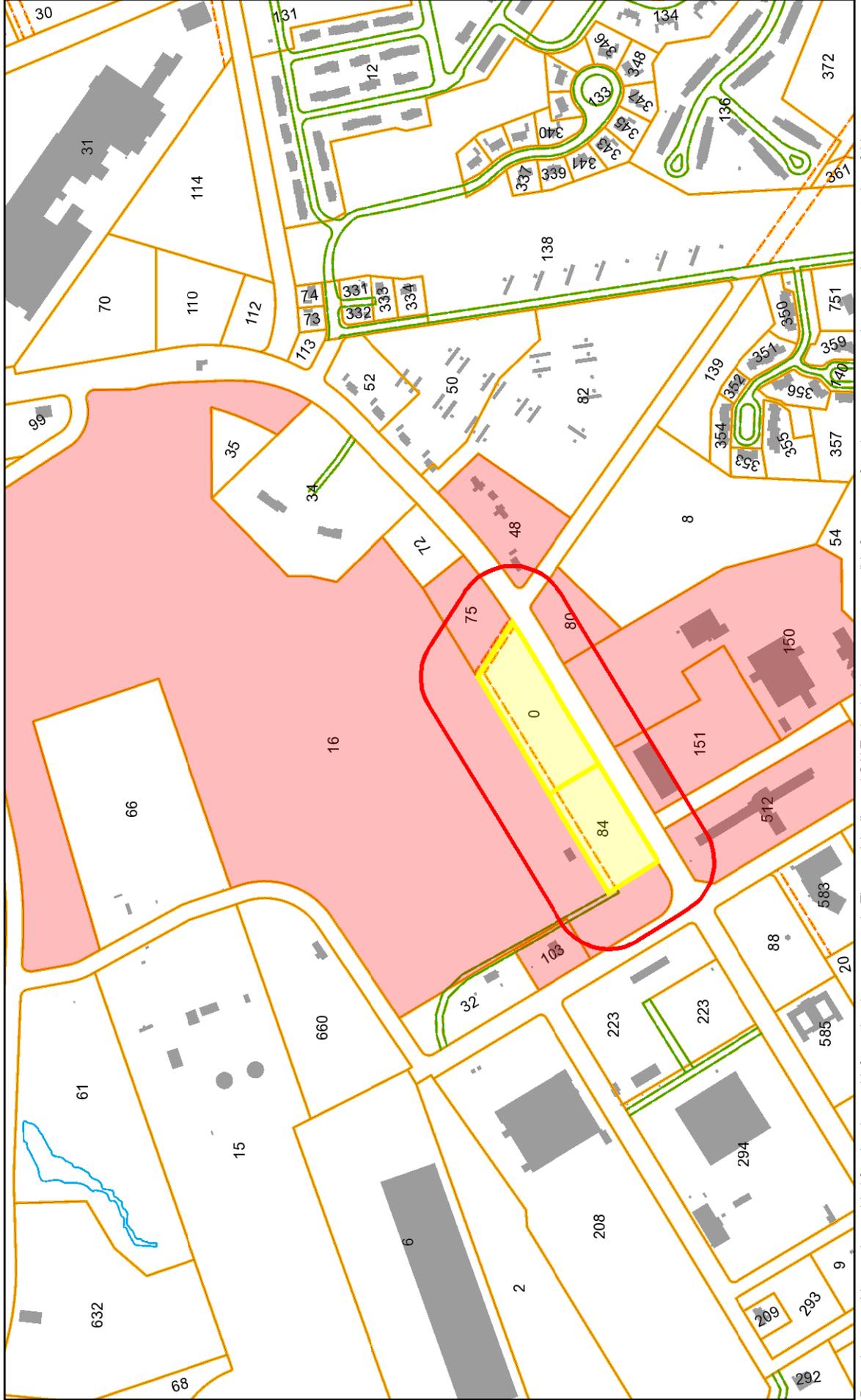
200 Ft. Abutters Map

Brunswick, ME

1 inch = 500 Feet



July 1, 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 01, 2020

Subject Properties:

Parcel Number: 40-76	Mailing Address: PRIORITY ONE CAPITAL PARTNERS LLC
CAMA Number: 40-76	
Property Address: 0 ADMIRAL FITCH AVE	2 MAIN ST TOPSHAM, ME 04086

Parcel Number: 40-84	Mailing Address: PRIORITY ONE CAPITAL PARTNERS LLC
CAMA Number: 40-84	
Property Address: 0 ADMIRAL FITCH AVE	2 MAIN ST TOPSHAM, ME 04086

Abutters:

Parcel Number: 40-103	Mailing Address: 14 WILLEY ROAD LLC
CAMA Number: 40-103	P O BOX 295
Property Address: 25 PEGASUS ST	CASCO, ME 04015

Parcel Number: 40-150	Mailing Address: SOUTHERN MAINE COMMUNITY COLLEGE
CAMA Number: 40-150	29 SEWALL ST
Property Address: 19 SEWALL ST	BRUNSWICK, ME 04011

Parcel Number: 40-150	Mailing Address: SOUTHERN MAINE COMMUNITY COLLEGE
CAMA Number: 40-150-1	29 SEWALL ST
Property Address: 29 SEWALL ST	BRUNSWICK, ME 04011

Parcel Number: 40-150	Mailing Address: SOUTHERN MAINE COMMUNITY COLLEGE
CAMA Number: 40-150-2	29 SEWALL ST
Property Address: 1 BURBANK AVE	BRUNSWICK, ME 04011

Parcel Number: 40-151	Mailing Address: SOUTHERN MAINE COMMUNITY COLLEGE
CAMA Number: 40-151	29 SEWALL ST
Property Address: 141 ADMIRAL FITCH AVE	BRUNSWICK, ME 04011

Parcel Number: 40-16	Mailing Address: MIDCOAST REG REDEVELOPMENT AUTHORITY
CAMA Number: 40-16	15 TERMINAL RD SUITE 200
Property Address: 0 ALLAGASH DR	BRUNSWICK, ME 04011

Parcel Number: 40-48	Mailing Address: PRIORITY HOUSING LLC
CAMA Number: 40-48	2 MAIN ST
Property Address: 93 ADMIRAL FITCH AVE	TOPSHAM, ME 04086

Parcel Number: 40-512	Mailing Address: SOUTHERN MAINE COMMUNITY COLLEGE
CAMA Number: 40-512	29 SEWALL ST
Property Address: 12 SEWALL ST	BRUNSWICK, ME 04011

Parcel Number: 40-75	Mailing Address: MIDCOAST REG REDEVELOPMENT AUTHORITY
CAMA Number: 40-75	15 TERMINAL RD SUITE 200
Property Address: 0 ADMIRAL FITCH AVE	BRUNSWICK, ME 04011



www.cai-tech.com

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200 foot Abutters List Report

Brunswick, ME

July 01, 2020

Parcel Number: 40-80
CAMA Number: 40-80
Property Address: 0 ADMIRAL FITCH AVE

Mailing Address: ANCHOR PROPERTY HOLDINGS, LLC
2 MAIN ST
TOPSHAM, ME 04086



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7/1/2020

Page 2 of 2

Office Buildings
Major Development Review – Sketch Application
Admiral Fitch Avenue

Attachment D
Supporting Documents

D

This attachment includes supporting correspondence from state agencies and local utility districts, as well as cut-sheets for the lighting fixtures.

Supporting Documents

Property Card: 0 ADMIRAL FITCH AVE

Town of Brunswick, ME



Parcel Information	
Parcel ID: 40-76 Vision ID: 102136 Owner: PRIORITY ONE CAPITAL PARTNERS LLC Co-Owner: Mailing Address: 2 MAIN ST TOPSHAM, ME 04086	Map: 040 Lot: 076 Sub: Type: Use Description: Com Develop Land Land Area in Acres:
Sale History	Assessed Value
Book/Page: Sale Date: 12/29/2015 Sale Price: \$223,000	Land: \$122,400 Buildings: \$0 Total: \$122,400 Exemptions: \$
Building Photograph	
NO PHOTO AVAILABLE	



www.cai-tech.com

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Property Card: 0 ADMIRAL FITCH AVE

Town of Brunswick, ME



Parcel Information

Parcel ID: 40-84 Vision ID: 102139 Owner: PRIORITY ONE CAPITAL PARTNERS LLC Co-Owner: Mailing Address: 2 MAIN ST TOPSHAM, ME 04086	Map: 040 Lot: 084 Sub: Type: Use Description: Com Develop Land Land Area in Acres:
--	---

Sale History	Assessed Value
--------------	----------------

Book/Page: Sale Date: 12/29/2015 Sale Price: \$223,000	Land: \$118,500 Buildings: \$0 Total: \$118,500 Exemptions: \$
---	---

Building Photograph

NO PHOTO
AVAILABLE



www.cai-tech.com

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VIPER S

OPTICS

STRIKE

SMALL VIPER LUMINAIRE

Cat.#	
Job	Type



Approvals

SPECIFICATIONS

Intended Use:

The Beacon Viper luminaire is available with a wide choice of different LED Wattage configurations and optical distributions designed to replace HID lighting up to 400W MH or HPS.

Construction:

- Manufactured with die cast aluminum.
- Coated with a polyester finish that meets ASTM B117 corrosion test requirements and ASTM D522 cracking and loss of adhesion test requirements.
- External hardware is corrosion resistant.
- One piece optical cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel.
- Cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one piece optical system.
- Two-piece silicone and micro-cellular polyurethane foam gasket ensures a weather-proof seal around each individual LED.

Electrical:

- 100V through 277V, 50 Hz to 60 Hz (UNV), or 347V or 480V input.
- Power factor is $\geq .90$ at full load.
- Dimming drivers are standard, but CD must be selected in options to obtain external wiring leads for dimming controls
- Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is certified by UL for use at 600VAC at 90°C or higher.
- Plug disconnects are certified by UL for use at 600 VAC, 13A or higher. 13A rating applies to primary (AC) side only.
- Fixture electrical compartment shall contain all LED driver components
- Surge protection - 20kA.
- Optional 7-pin ANSI C136.41-2013 twist-lock photo control receptacle available. Compatible with ANSI C136.41 external wireless control devices.
- Lifeshield™ Circuit - protects luminaire from excessive temperature. The device shall activate at a specific, factory-preset temperature, and progressively reduce power over a finite temperature range. Operation shall be smooth and undetectable to the eye. Thermal circuit is designed to "fail on", allowing the luminaire to revert to full power in the event of an interruption of its power supply, or faulty wiring connection to the drivers. The device shall be able to co-exist with other 0-10V control devices (occupancy sensors, external dimmers, etc.).

Installation:

- Mounting options for horizontal arm, vertical tenon or traditional arm mounting available. Mounting hardware included.

Finish:

- IFS polyester powder-coat electrostatically applied and thermocured. IFS finish consists of a five stage pretreatment regimen with a polymer primer sealer and top coated with a thermoset super TGIC polyester powder coat finish.
- The finish meets the AAMA 2604 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pounds.

Certifications/Ratings:

- Certified to UL 1598, UL 8750 and CSA C22.2 No.250.0
- IDA approved
- This product is approved by the Florida Fish and Wildlife Conservation Commission. Separate spec available at: <http://www.beaconproducts.com/products/vipersmall>

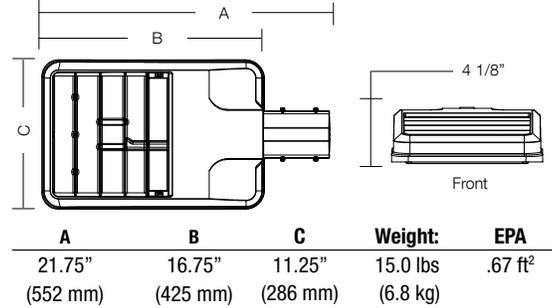
Warranty:

Five year limited warranty for more information visit: www.hubbellighting.com/resources/warranty

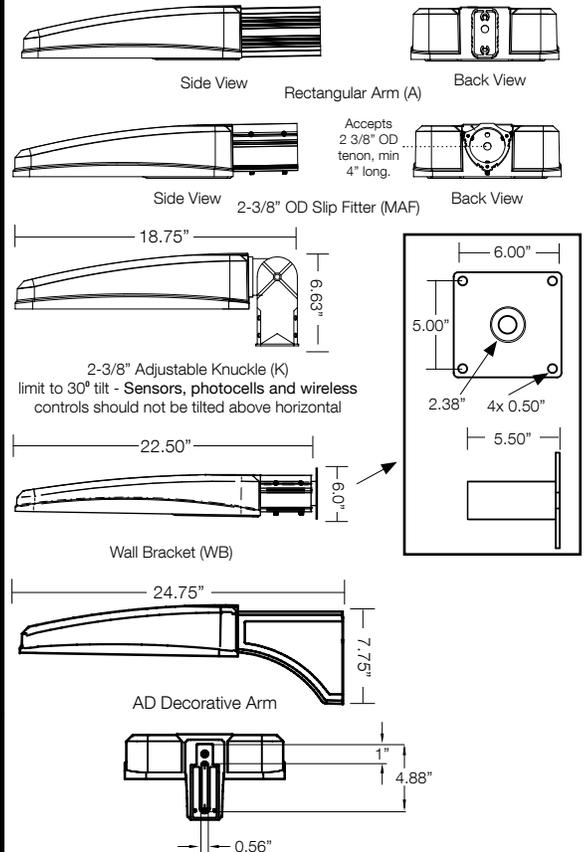
PRODUCT IMAGE(S)



DIMENSIONS



MOUNTING OPTIONS



CERTIFICATIONS/LISTINGS



*3000K and warmer CCTs only



Beacon Products • 2041 58th Avenue Circle East Bradenton, FL 34203 • Phone: 864.678.1000

Due to our continued efforts to improve our products, product specifications are subject to change without notice.

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ORDERING INFORMATION ORDERING EXAMPLE: VPS/24L-45/AM/4W/UNV/A/DBT/BC

SERIES	LED ENGINE	CCT	ROTATION	VOLTAGE	COLOR	OPTIONS
VPS Viper	24L-45 45W, LED array 36L-65 65W, LED array 48L-85 80W, LED array 60L-105 105W, LED array	AM Amber DISTRIBUTION FR Type 1/Front Row 2 Type 2 3 Type 3 4F (formerly 4) Type 4 4W Type 4 Wide 5QM Type 5QM 5R Type 5R (rectangular) 5W Type 5W (round wide) TC Tennis Court	Leave blank for no rotation L ¹ Optic rotation left R ¹ Optic rotation right	UNV 120-277V 120 120V 208 208V 240 240V 277 277V 347 347V 480 480V	BLT Black Matte Textured BLS Black Gloss Smooth DBT Dark Bronze Matte Textured DBS Dark Bronze Gloss Smooth GTT Graphite Matte Textured LGS Light Grey Gloss Smooth PSS Platinum Silver Smooth WHT White Matte Textured WHS White Gloss Smooth VGT Verde Green Textured COLOR OPTION CC Custom Color	CD Continuous Dimming F Fusing BSP Bird Spikes BC Backshield (available for FR, 2, 3, 4, 4W Optics) TB Terminal Block

CONTROL OPTIONS

- 7PR** 7-Pin Receptacle only (shorting cap, photo control, or wireless control provided by others)
- 7PR-SC** 7-Pin Receptacle w/Shorting Cap
- 7PR-TL** 7-Pin Receptacle w/Twist Lock photo control

HOUSE SIDE SHIELD ACCESSORIES

- HSS/VP-S/90-FB/XXX** 90° shield front or back
- HSS/VP-S/90-LR/XXX** 90° shield left or right
- HSS/VP-S/270-FB/XXX** 270° shield front or back
- HSS/VP-S/270-LR/XXX** 270° shield left or right
- HSS/VP-S/360/XXX** Full shield

(Replace XXX with notation for desired finish color)
 (Refer to page 5 for shield images)

MOUNTING

- A** Rectangular Arm (formerly RA) for square or round pole
- MAF** Mast Arm Fitter (formerly SF2) for 2-3/8" OD horizontal arm
- K** Knuckle (formerly PK2) limit to 45° tilt or 2-3/8" OD horizontal arm or vertical tenon
- WB** Wall Bracket
- AD** Universal Arm for square pole
- AD3** Universal Arm for 2.4"-4.1" round pole
- AD4** Universal Arm for 4.2"-5.3" round pole
- AD5** Universal Arm for 5.5"-5.9" round pole
- AD6** Universal Arm for 6.0"-6.5" round pole

MOUNTING ACCESSORIES

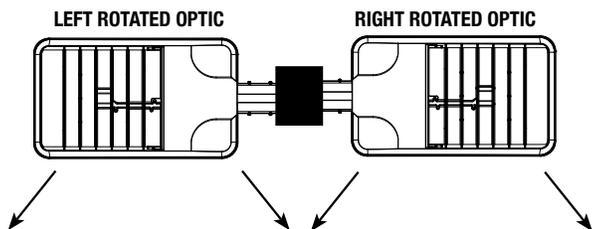
- VPL-AD-RPA3** 2.4"-4.1" Round Pole Adapter for AD arm
- VPL-AD-RPA4** 4.2"-5.3" Round Pole Adapter for AD arm
- VPL-AD-RPA5** 5.5"-5.9" Round Pole Adapter for AD arm
- VPL-AD-RPA6** 6.0"-6.5" Round Pole Adapter for AD arm

¹ Only available with 1A, 2, 3, 4, 4W and 5R distributions

PRECOMMISSIONED SITESYNC ORDERING INFORMATION: When ordering a fixture with the SiteSync lighting control option, additional information will be required to complete the order. The SiteSync Commissioning Form or alternate schedule information must be completed. This form includes Project location, Group information, and Operating schedules. For more detailed information please visit www.hubbell-automation.com/products/sitesync/ or contact Hubbell Lighting tech support at 864-678-1000.

SiteSync fixtures with Motion control (SWPM) require the mounting height of the fixture for selection of the lens.

Examples: VPS/24L-55/4K7/3/UNV/A/DBT/SWP/ SiteSync only
 VPS/24L-55/4K7/3/UNV/A/DBT/SWPM-40F/ SiteSync with Motion Control



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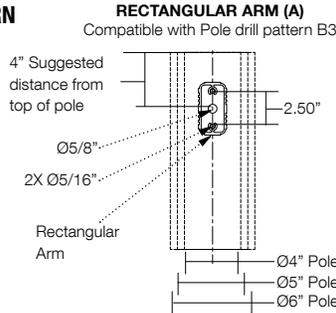


PERFORMANCE DATA

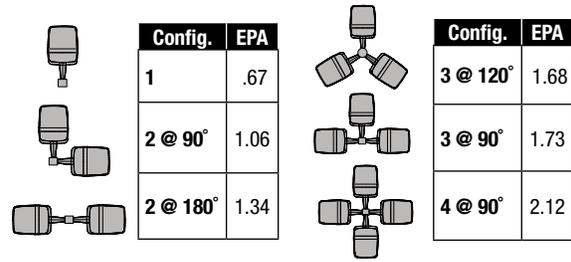
# LED'S	SYSTEM WATTS	DISTRIBUTION TYPE	AMB amber 590nm (std.)						
			LUMENS	LPW ¹	B	U	G		
24	45W	FR	1238	28	0	0	0		
		2	1194	27	0	0	0		
		3	1171	26	0	0	1		
		4	1152	26	0	0	0		
		4W	1127	25	0	0	1		
		5QM	1173	26	1	0	0		
		5R	1181	26	1	0	1		
		5W	1260	28	1	0	0		
		TC	1204	27	0	0	0		
		36	65W	FR	1857	29	0	0	0
2	1791			28	0	0	0		
3	1757			27	0	0	1		
4	1728			27	0	0	1		
4W	1690			26	0	0	1		
5QM	1759			27	1	0	0		
5R	1771			27	1	0	1		
5W	1726			27	1	0	0		
48	85W			FR	2476	29	0	0	0
				2	2389	28	1	0	1
		3	2343	28	0	0	1		
		4	2304	27	0	0	1		
		4W	2254	27	0	0	1		
		5QM	2346	28	1	0	0		
		5R	2362	28	1	0	1		
		5W	2301	27	2	0	1		
		TC	2408	28	0	0	0		
		60	105W	FR	3095	29	1	0	0
2	2986			28	1	0	1		
3	2927			27	1	0	2		
4	2880			27	0	0	1		
4W	2817			26	0	0	1		
5QM	2933			27	1	0	0		
5R	2953			28	2	0	2		
5W	2879			27	2	0	1		
TC	3011			28	0	0	1		

# LED'S	SYSTEM WATTS	DISTRIBUTION TYPE	AMB amber 590nm (std.)						
			LUMENS	LPW ¹	B	U	G		
24	45W	FR-BC	1064	24	0	0	0		
		2-BC	880	20	0	0	0		
		3-BC	802	18	0	0	0		
		4-BC	887	20	0	0	0		
		4W-BC	2014	45	0	0	1		
		TC-BC	930	21	0	0	0		
		36	65W	FR-BC	1596	25	0	0	0
2-BC	1320			20	0	0	0		
3-BC	1202			18	0	0	0		
4-BC	1330			20	0	0	0		
4W-BC	2014			31	0	0	1		
48	85W	TC-BC	1396	21	0	0	0		
		FR-BC	2128	25	0	0	0		
		2-BC	1761	21	0	0	0		
		3-BC	1603	19	0	0	1		
		4-BC	1774	21	0	0	1		
		4W-BC	1450	17	0	0	0		
		TC-BC	1861	22	0	0	0		
		5R	2362	28	1	0	1		
		60	105W	FR-BC	2661	25	0	0	0
				2-BC	2201	21	0	0	0
3-BC	2004			19	0	0	1		
4-BC	2217			21	0	0	1		
4W-BC	1813			17	0	0	1		
TC-BC	2326			22	0	0	0		
5R	2953			28	2	0	2		

DRILL PATTERN



EPA

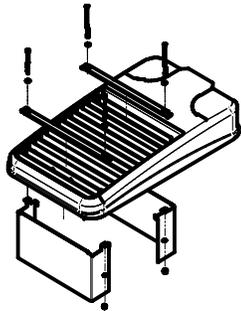


TENON TOP POLE BRACKET ACCESSORIES (Order Separately)

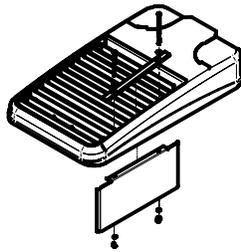
(2 3/8" OD tenon)

Catalog Number	Description
SETAVP-XX	Square tenon adapter (4 at 90°) for A - Rectangular Arm mounting option only
RETAVP-XX	Round tenon adapter (4 at 90°) for A - Rectangular Arm mounting option only
TETAVP-XX	Hexagonal tenon adapter (4 at 90°) for A - Rectangular Arm mounting option only
SETA2XX	Square tenon adapter (4 at 90°) for AD - Universal Arm mounting option only
RETA2XX	Round tenon adapter (4 at 90°) for AD3 - Universal Arm mounting option only
TETA2XX	Hexagonal tenon adapter (3 at 120°) for AD - Universal Arm mounting option only

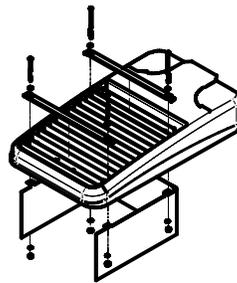
HOUSE SIDE SHIELD FIELD INSTALL ACCESSORIES



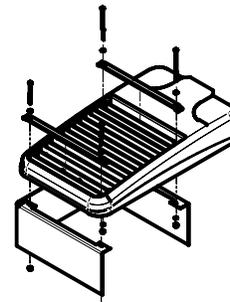
HSS/VP-S/90-FB/XXX
90° shield front or back
(2 shields shown)



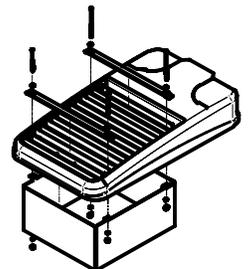
HSS/VP-S/90-LR/XXX
90° shield left or right
(1 shield shown in left orientation)



HSS/VP-S/270-FB/XXX
270° shield front or back
(1 shield shown in back orientation)

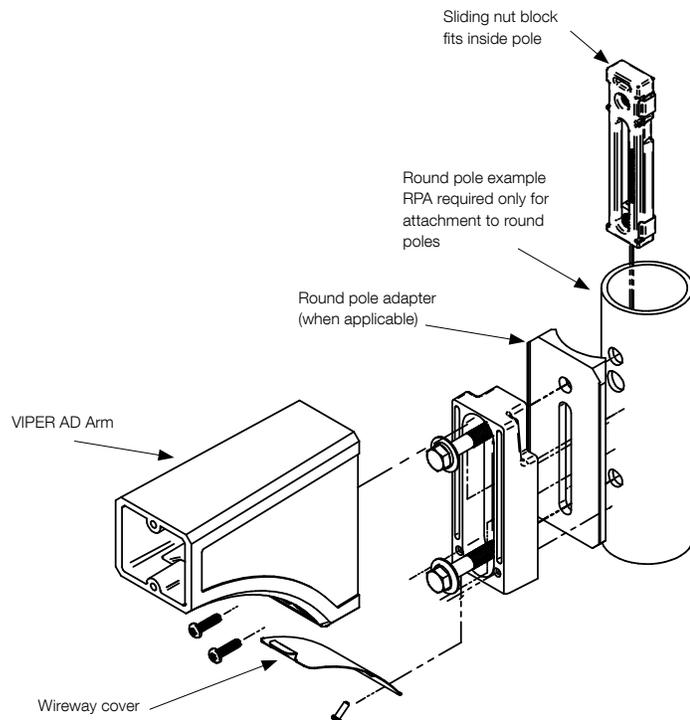


HSS/VP-S/270-LR/XXX
270° shield left or right
(1 shield shown in right orientation)



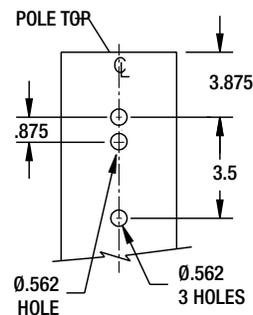
HSS/VP-S/360/XXX
Full shield (1 shield shown)

AD ARM MOUNTING INSTRUCTIONS



DECORATIVE ARM (AD)

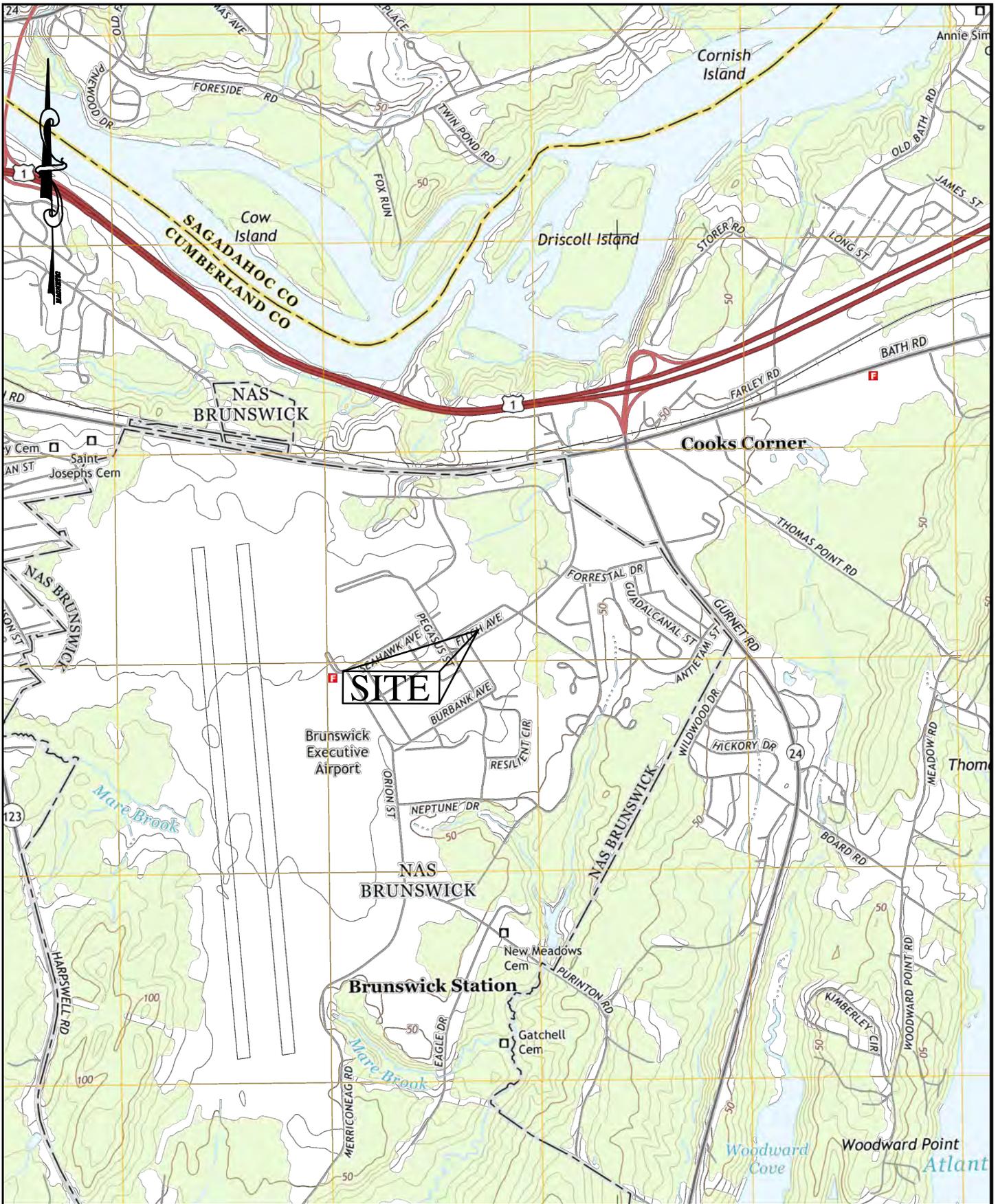
Compatible with pole drill pattern S2



Attachment E **Supporting Graphics**

E

This attachment includes supporting materials and graphics for this application. This includes an excerpt of the applicable USGS 7.5 minute quadrangle map, an excerpt of the FEMA flood rate insurance map (FIRM), a reduced size copy of the tax map, a NRCS soils map, and an excerpt of the applicable sand and gravel aquifer map.



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

USGS LOCATION MAP
 PRIORITY ONE CAPITAL PARTNERS, LLC
 LOTS 11 & 12 – BRUNSWICK LANDING
 ADMIRAL FITCH AVENUE

DATE: 07-07-20
 SCALE: 1" = 2000'
 JOB: 2504.16
 FILE: 2504.16 USGS

SHEET: 1 OF 1



Legend

- Lines_Other
- Other Road
- Hydrography Line
- ROW Property Access
- Town Boundary
- Other Lot Boundary
- ▭ Parcels_Lines
- ▭ Public Road
- ▭ Private Road
- ▭ ROW
- ▭ Water

Disclaimer: This information is provided as a reasonably accurate point of reference. The Town of Brunswick shall not be held responsible for any errors or omissions, or for any consequences arising from the use of this data. The accuracy of this data is not guaranteed. Copyright Town of Brunswick.

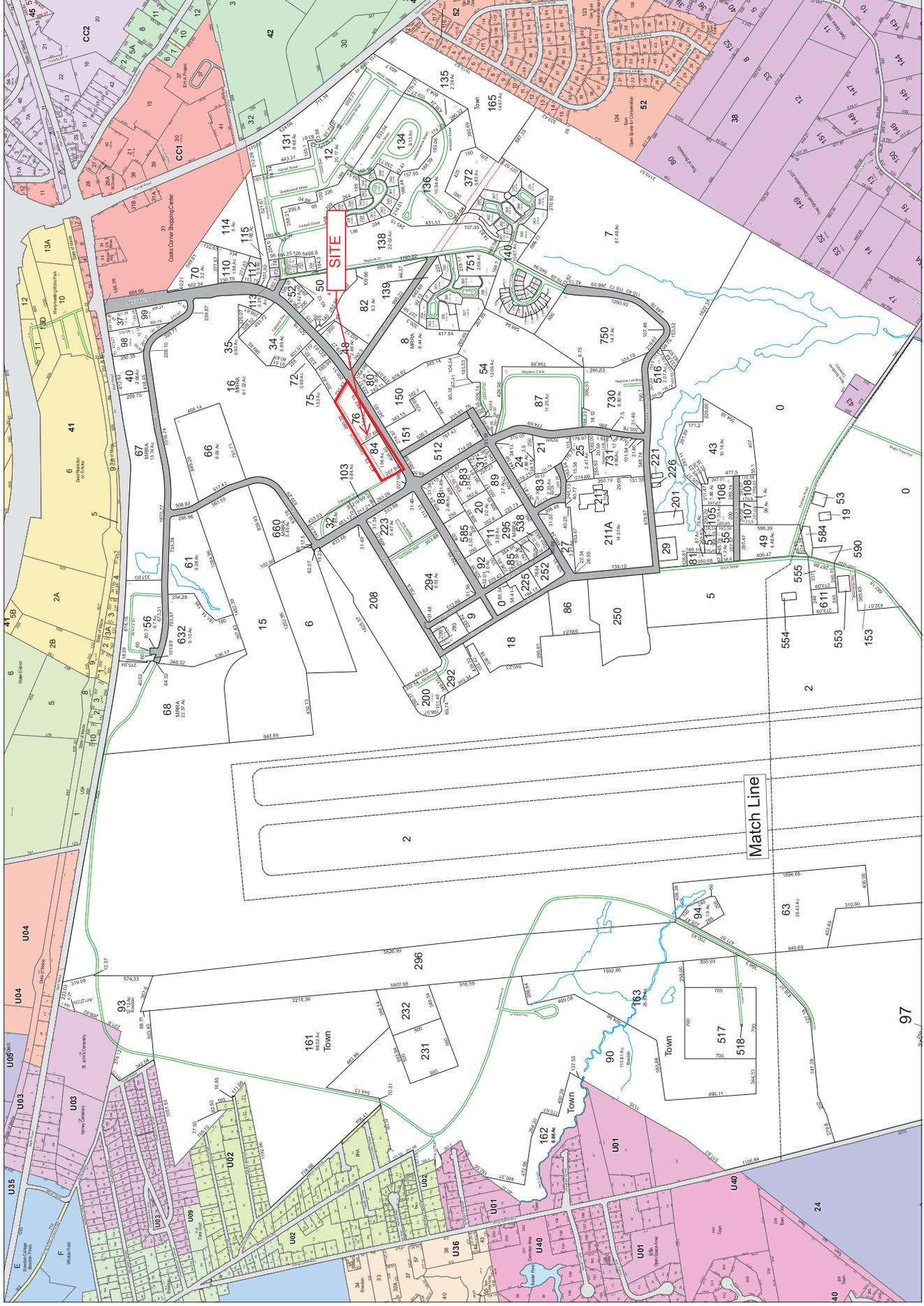


1 inch = 400 feet

Revised To: April 1, 2019

Maps Prepared by:
Town of Brunswick

Revised and Reprinted By:





United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Cumberland County and Part of Oxford County, Maine



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



Soil Map may not be valid at this scale.

Map Scale: 1:1,660 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 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

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features

Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 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 17, Jun 5, 2020

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

Date(s) aerial images were photographed: Jun 7, 2019—Jul 2, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

MAP LEGEND

MAP INFORMATION

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
Md	Made land	4.5	99.9%
WmB	Windsor loamy sand, 0 to 8 percent slopes	0.0	0.1%
Totals for Area of Interest		4.5	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however,

Custom Soil Resource Report

onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Cumberland County and Part of Oxford County, Maine

Md—Made land

Map Unit Setting

National map unit symbol: blj8
Elevation: 10 to 1,800 feet
Mean annual precipitation: 30 to 50 inches
Mean annual air temperature: 37 to 46 degrees F
Frost-free period: 90 to 160 days
Farmland classification: Not prime farmland

Map Unit Composition

Made land: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Made Land

Setting

Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear

Typical profile

H1 - 0 to 65 inches: variable

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 8s
Hydric soil rating: No

Minor Components

Buxton

Percent of map unit: 3 percent
Landform: Coastal plains
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Scantic

Percent of map unit: 3 percent
Landform: Coastal plains
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: Yes

Belgrade

Percent of map unit: 3 percent
Landform: Lakebeds

Custom Soil Resource Report

Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Deerfield

Percent of map unit: 2 percent
Landform: Outwash terraces
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: No

Au gres

Percent of map unit: 2 percent
Landform: Outwash terraces
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Tread
Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: Yes

Hollis

Percent of map unit: 2 percent
Landform: Till plains
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Rise
Down-slope shape: Convex
Across-slope shape: Convex
Hydric soil rating: No

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
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Windsor

Setting

Landform: Deltas, outwash plains, dunes, outwash terraces

Landform position (three-dimensional): Riser, tread

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

Minor Components

Hinckley

Percent of map unit: 5 percent

Landform: Outwash plains, eskers, deltas, kames

Landform position (two-dimensional): Summit, shoulder, backslope

Landform position (three-dimensional): Nose slope, side slope, crest, head slope, rise

Down-slope shape: Convex

Across-slope shape: Linear, convex

Hydric soil rating: No

Agawam

Percent of map unit: 5 percent

Landform: Kames, moraines, outwash terraces, kame terraces, outwash plains

Landform position (two-dimensional): Footslope, summit, backslope, shoulder

Landform position (three-dimensional): Side slope, crest, tread, riser, rise

Down-slope shape: Convex

Across-slope shape: Convex

Hydric soil rating: No

Custom Soil Resource Report

Deerfield

Percent of map unit: 5 percent

Landform: Outwash plains, deltas, terraces

Landform position (two-dimensional): Footslope

Landform position (three-dimensional): Tread, talf

Down-slope shape: Linear

Across-slope shape: Linear

Hydric soil rating: No

Office Buildings
Major Development Review – Sketch Application
Admiral Fitch Avenue

Attachment F
Financial and Technical Capability

This attachment includes a Certificate of Good Standing from the Department of the Secretary of the State.



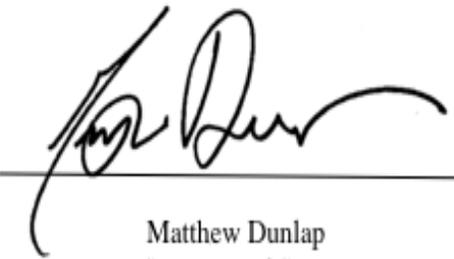
State of Maine



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 seventh day of July 2020.



Matthew Dunlap
Secretary of State

Additional Addresses

Legal Name	Title	Name	Charter #	Status
PRIORITY ONE CAPITAL PARTNERS, LLC	Registered Agent		20091074DC	GOOD STANDING
Home Office Address (of foreign entity)		Other Mailing Address		

Office Buildings
Major Development Review – Sketch Application
Admiral Fitch Avenue

Attachment G **Photographs**

Photographs of the project area are included for reference.

G

Photographs

Office Buildings
Major Development Review – Sketch Application
Admiral Fitch Avenue

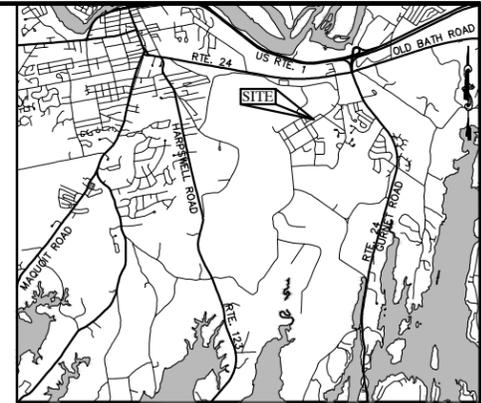
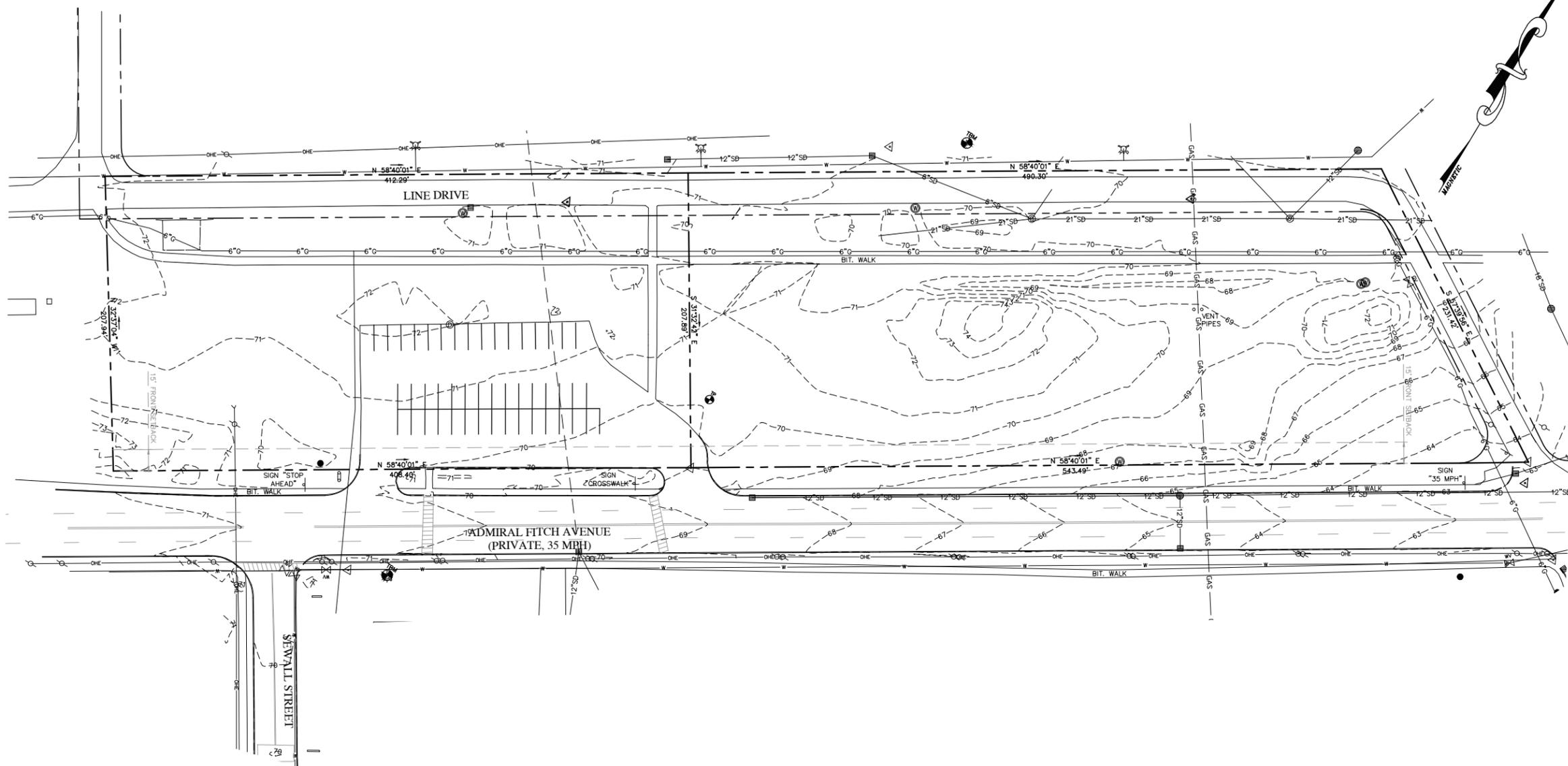
Attachment H **Site Plans**

H

The project site plans are included for review as a separate plan set of full site documents.

Site Plans

2020. THE PLANES IS THE PROPERTY AND INSTRUMENT OF SURVEY OF SITES LINES, INC. NO INFORMATION OR CHANGES MAY BE MADE TO THIS PLAN WITHOUT THE EXPRESS WRITTEN PERMISSION OF SITES LINES, INC. IN BRUNSWICK, MAINE.



LOCATION MAP
SCALE: 1" = 5000'

- GENERAL NOTES:**
- TITLE REFERENCE FOR SURVEYED PARCEL:
BK 32828, PG 86
 - PLAN REFERENCES:
a) FINAL SUBDIVISION PLAN, BRUNSWICK LANDING SUBDIVISION - PHASE 1, BRUNSWICK, MAINE, BY BRIAN SMITH SURVEYING INC. RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEED AS BOOK 180 PAGE 66 AMENDED BOOK 191 PAGE 29.
b) PLAN ENTITLED "AMENDED SUBDIVISION PLAN, OF WILWOOD ROUTE 24 BRUNSWICK, MAINE" BY BRIAN SMITH SURVEYING INC. RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEED AS BOOK 180 PAGE 66 AMENDED BOOK 191 PAGE 29.
c) PLAN ENTITLED "PLAN OF FOST PARCEL EDC-7 NEPTUNE STREET, BRUNSWICK, MAINE" MADE FOR WRIGHT-PERCE MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY BY TITCOMB ASSOCIATES DATED 10-27-2011
d) PLAN ENTITLED "PLAN OF FOST PARCEL EDC-HSG-MAIN-A & C FIRST STREET, BRUNSWICK, MAINE" MADE FOR WRIGHT-PERCE MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY BY TITCOMB ASSOCIATES DATED 09-28-2011
 - AREA INFORMATION:
LOT 76 = 2.58 ACRES
LOT 84 = 1.96 ACRES
TOTAL = 4.54 ACRES
 - TAX MAP REFERENCE:
TAX MAP 40, LOT 76
TAX MAP 40, LOT 84
 - BASIS OF BEARINGS:
BEARINGS PER PLAN REFERENCE "B".
 - FLOOD ZONE INFORMATION:
PARCEL IS LOCATED WITHIN ZONE C (AREAS OF MINIMAL FLOODING) OF THE FLOOD INSURANCE RATE MAPS FOR CUMBERLAND COUNTY, MAINE. THE PROJECT IS LOCATED ON PANEL 15 OF 35 (COMMUNITY PANEL 230042 0015 B, EFF. DATE JANUARY 3, 1986)

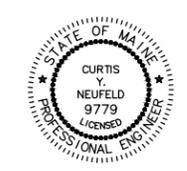
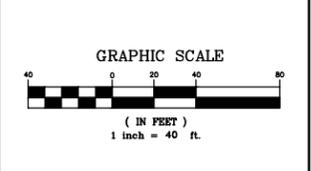
- UTILITY NOTES:**
- INFORMATION REGARDING THE LOCATION OF EXISTING UNDERGROUND UTILITIES IS A COMPILATION OF THAT FOUND IN THE FIELD AND THAT SHOWN ON A PREVIOUS PLANS, AND SHALL NOT BE CONSIDERED AN AS-BUILT PLAN. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFYING UTILITY LOCATIONS PRIOR TO COMMENCING WORK. NOTIFY ENGINEER OF ANY DISCREPANCY BETWEEN UTILITIES AS SHOWN AND AS FOUND. CONTRACTOR SHALL NOTIFY DIG-SAFE (1-888-344-7233) PRIOR TO EXCAVATION.

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 ADJUTTERS (APPROX.)
---	ROAD RIGHT OF WAY LINE (APPROX.)
.....	COMPUTATIONAL TIE LINE
○-○-○-○-○	STONE WALL (APPROX.)
---	EDGE OF TRAVELED WAY
—O—	UTILITY LINE
—O—CMP 13	UTILITY POLE WITH NUMBER
—IPF	IRON PIPE FOUND
—IRF	IRON ROD FOUND
—DH	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
—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
—H	HYDRANT
—S	SIGN
—V	WATER VALVE
—E	ELEVATION TEMPORARY BENCH MARK
—P	TEST PIT

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.

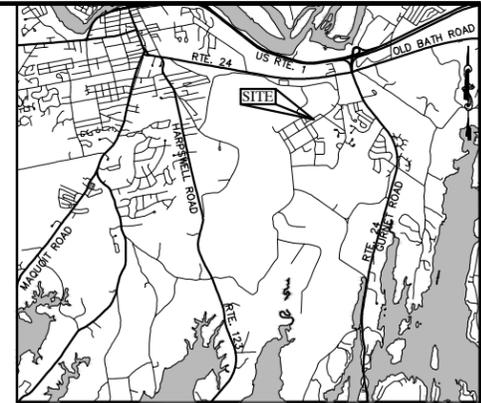
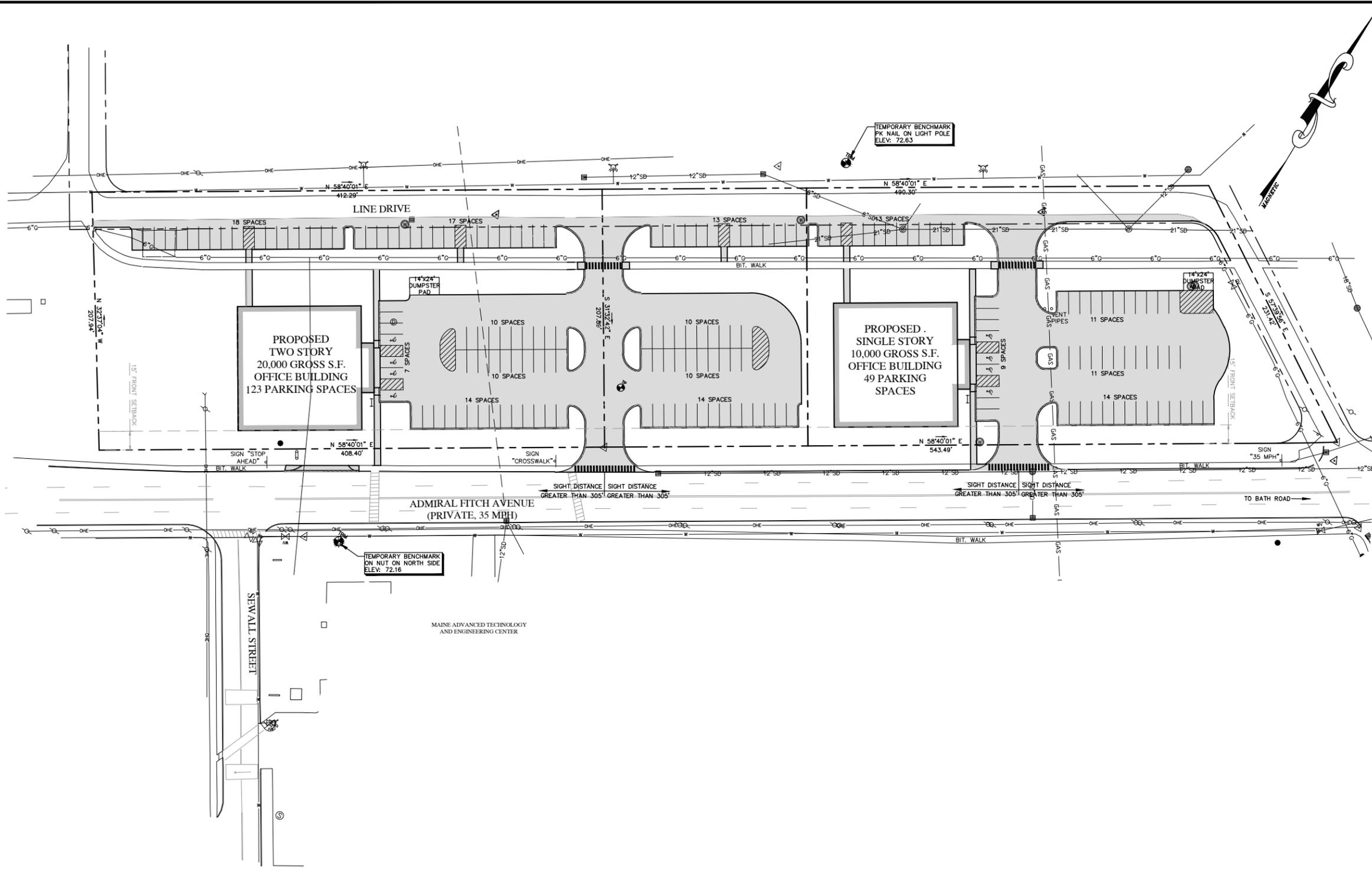
CALL DIG SAFE UTILITY LOCATION
1-888-344-7233
STATE LAW REQUIRES ADVANCE NOTICE OF AT LEAST 3 BUSINESS DAYS BEFORE YOU DIG, GRADE OR EXCAVATE FOR THE MARKING OF UNDERGROUND UTILITIES



1 08-18-20 SUBMITTED TO TOWN FOR SKETCH PLAN REVIEW		
TITLE: EXISTING CONDITIONS PLAN		
PROJECT: PROPOSED OFFICE BUILDING ADMIRAL FITCH AVENUE, BRUNSWICK, ME		
OWNER: PRIORITY LEASING, LLC 2 MAIN STREET, TOPSHAM, ME 04086		
 SITELINES 119 PURINTON ROAD, SUITE A BRUNSWICK, MAINE 04011 207.725.1200 CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS		
FIELD WK: MC/CH	SCALE: 1" = 20'	SHEET:
DRN BY: RPL	JOB #: 2504.16	C2
CHD BY: CYN	MAP/LOT: 40/76&84	
DATE: 05-20-19	FILE: 2504.16-SITE	

© 2019, THE PLANES & THE PROPERTY AND INSTRUMENT OF SURVEY PA, HAS INCORPORATED OR CHANGED MAY BE MADE TO THE PLANES WITHOUT THE EXPRESS WRITTEN PERMISSION OF SURVEYOR PA, IS NECESSARY, AND IS AT THE USER'S RISK.

X:\LAND PROJECTS\2019\19\19\0000\OFFICE\DWG\2504.16 SITE, 01/19/2020 10:33:38 AM, HOUAN ROBINSON



- GENERAL NOTES:**
- PLAN REFERENCE(S):**
 - a) "FINAL SUBDIVISION PLAN, BRUNSWICK LANDING SUBDIVISION - PHASE 1, BRUNSWICK LANDING, BRUNSWICK, CUMBERLAND COUNTY, MAINE" REVISED 3/11/13; RECORDED IN PLAN BOOK 213 PAGES 79 THROUGH 85
 - b) PLAN ENTITLED "AMENDED SUBDIVISION PLAN OF WILDWOOD ROUTE 24 BRUNSWICK, MAINE" BY BRIAN SMITH SURVEYING INC. RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEED AS BOOK 180 PAGE 66 AMENDED BOOK 191 PAGE 29.
 - c) PLAN ENTITLED "PLAN OF FOST PARCEL EDC-7 NEPTUNE STREET, BRUNSWICK, MAINE" MADE FOR WRIGHT-PIERCE MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY BY TITCOMB ASSOCIATES DATED 10-27-2011
 - d) PLAN ENTITLED "PLAN OF FOST PARCEL EDC-HSG-MAIN-A & C FIRST STREET, BRUNSWICK, MAINE" MADE FOR WRIGHT-PIERCE MIDCOAST REGIONAL REDEVELOPMENT AUTHORITY BY TITCOMB ASSOCIATES DATED 09-28-2011
 - AREA INFORMATION:**
 - LOT 76 = 2.58 ACRES
 - LOT 84 = 1.86 ACRES
 - TOTAL = 4.54 ACRES
 - TAX MAP REFERENCE:**
 - MAP 40 LOT 76 & 84
 - BASIS OF BEARINGS:**
 - BEARINGS ARE PER PLAN REFERENCE "B".
 - ZONING STANDARDS:**
 - GROWTH MIXED-USE 7 (GM7)
 - ELEVATION DATUM:**
 - REFER TO SITE PLAN.
 - FLOOD ZONE INFORMATION:**
 - PARCEL IS LOCATED WITHIN ZONE C (AREAS OF MINIMAL FLOODING) OF THE FLOOD INSURANCE RATE MAPS FOR CUMBERLAND COUNTY, MAINE. THE PROJECT IS LOCATED ON PANEL 15 OF 35 (COMMUNITY PANEL 2300420015B, EFF. DATE JANUARY 3, 1986)
 - WETLANDS:**
 - THERE ARE NO WETLANDS LOCATED ON THE PARCEL.
 - IMPERVIOUS AREA:**
 - EXISTING IMPERVIOUS AREA: 45,719 S.F. (1.05 AC)
 - PROPOSED IMPERVIOUS AREA: 123,412 S.F. (2.83 AC)
 - NET CHANGE IN IMPERVIOUS AREA: +77,693 S.F. (1.78 AC)

GROWTH MIXED-USE 7 ZONING DISTRICT (GM7) & BRUNSWICK LANDING CDP		
ZONING STANDARD	REQUIRED	PROPOSED
MIN. LOT SIZE:	7,000 S.F.	197,837 S.F.
MIN. LOT WIDTH:	N/A	207± L.F.
YARD DEPTH:		
FRONT:	15' MIN	15'
REAR:	NONE	70'
SIDE:	NONE	21'
MIN./MAX. HEIGHT:	1 STORY / 4 STORIES OR 50'	1 STORY / 2 STORIES
MAX. FOOTPRINT:	20,000 S.F. PER STRUCTURE	20,000 S.F.
IMPERVIOUS COVERAGE	100%	62.4
PARKING REQUIRED	1 PER 400 S.F. (OFFICE) = 175	172

1 08-18-20 SUBMITTED TO TOWN FOR SKETCH PLAN REVIEW

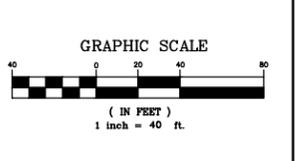
TITLE: SITE DEVELOPMENT PLAN

PROJECT: PROPOSED OFFICE BUILDING
ADMIRAL FITCH AVENUE, BRUNSWICK, ME

OWNER: PRIORITY LEASING, LLC
2 MAIN STREET, TOPSHAM, ME 04086

PROGRESS PRINT
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SITELINES
 119 PURINTON ROAD, SUITE A
 BRUNSWICK, MAINE 04011
 207.725.1200
CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS

FIELD WK: MC/CH	SCALE: 1" = 40'	SHEET:
DRN BY: RPL	JOB #: 2504.16	C3
CHD BY: CYN	MAP/LOT: 40/76&84	
DATE: 05-20-19	FILE: 2504.16-SITE	

08-18-20

09/02/20

STAFF REVIEW COMMITTEE NOTES

Staff present: Jay Astle, Public Works Director; Matt Panfil, Director of Planning and Development; Taylor Burns, Director of Assessing; Scott Stewart, Police Chief; Dennis Wilson, Town Arborist; Julie Erdman, Codes Enforcement Officer.

Applicants Present:

Kevin Clark, Sitelines (RPRCA Subdivision); Patty Labbe, Owner (RPRCA Subdivision); John Simoneau, TRC Companies (Solar Field); Rennie Friedman, Sol Systems (Solar Field); Jeff Barrant, Sol Systems (Solar Field).

Public Present: None

1. **Case #20-036 RPRCA Subdivision:** The Staff Review Committee will review and make a recommendation to the Planning Board on a **Sketch / Final Plan Major Development Review** subdivision application submitted by Sitelines, PA on behalf of RPRCA, LLC to create three (3) lots on Christina Drive at Map 10, Lot 19. The subject parcel is located within the **Rural Farm & Forest (RF) Zoning District**.

Kevin Clark: I'm here with Patty Labbe the owner of the RPRCA subdivision. So, this is off Christina Drive, a subdivision that was begun in the 1990s. The road maintenance agreement has been in place since 2000. The existing lots have all been sold to relatives or conveyed over time, so it did not constitute a subdivision review. Last year, Patty conveyed a parcel, lot 10, to her daughter who constructed a home. Patty would like to divide the two remaining parcels. Therefore, we are requesting a three-lot subdivision. We looked at the density and we meet the density of 2 acres per lot. The road has already been in place for 20 years. Two lots are on the existing road. Lot 11 would need an extension of the road to gain legal frontage. They all have test pits that have been serviced by a well contractor.

Jared Woolston: I looked at the tax assessors' map to try to make sense of the proposals and the lot line shifts. It looks like there's been some transfer between Lot 8 and the adjacent parcel to the west.

Kevin Clark: Yeah there was 0.41 acres that was conveyed from other property that Patty owns to that lot, just to give it a little more area because there is a right-of-way that runs through the property to access the back lot. There's a small triangular parcel that was conveyed to the neighbor, Viner, that actually provides them with frontage on the road in two places. Their lot extends from the northerly to the southernly portion of Christina Drive. There is also another proposed 50 ft strip to go to Patty's daughter's lot to give it more buffering from the other lot.

Jared Woolston: The triangle piece: why is the triangle going to the other parcel instead of just removing the lot line between the two.

Kevin Clark: Oh, at the point it hadn't been conveyed in the deed yet, but I can lighten that line because it will become one rectangular-ish lot.

Jared Woolston: So, you aren't creating one tiny nonconforming lot?

Kevin Clark: No, it would be conveyed to that neighbor. It's an advance to an abutter, so it would be exempt.

Jared Woolston: Ok, and I had the same question about Lot 8. It looks like there still is a line there. Will you delete that?

Kevin Clark: The intent is, sure thing.

Jared Woolston: The other thing I was confused about, it shows Lots 2 and 4 on Margaret Miller's piece? It's only one lot.

Kevin Clark: It was conveyed in two separate parcels that were shown as two separate lots on a previous survey. But they are combined into one now.

Jared Woolston: So, should it just be one lot then?

Kevin Clark: I can show it as just one lot.

Jared Woolston: I only ask because the legal documents you have for common space goes through all these lots and it was kinda confusing.

Julie Erdman: I don't have anything.

Matt Panfil: Nothing here.

Chief Stewart: I have nothing.

Jay Astle: I have nothing, the road is going to be owned by the homeowners' association.

Kevin Clark: Yes, that is correct.

Jared Woolston: Ryan Barnes had some comments on that, I'll read them into the record. "1. A waiver has been requested about the curb radii on the existing road. No changes are proposed to the existing road. Evidence should be provided to show that the road met current standards at the time it was built." I'd advise you to work with Ryan on that one. "2. Solid waste impact fees are not required for the project. 3. The private road does not meet current Brunswick road standards and therefore is to remain a private road maintained by the HOA."

Dennis Wilson: I've got nothing.

Taylor Burns: No comments.

Jared Woolston: Our mapping shows a stream going through some of these lots. In some of these maps you include wetlands. Did you not find any streams in there?

Kevin Clark: We had Kevin Forrester walk out there, and he did not find any streams, only sort of drainage areas.

Jared Woolston: Cool, that's all from me and we have no members of the public here to comment.

- 2. Case #20-037 SCS Bowdoin Solar Project:** The Staff Review Committee will review and make a recommendation to the Planning Board on a **Sketch Plan Major Development Review** application submitted by TRC Companies on behalf of SCS Harpswell 012903 Brunswick, LLC to construct a solar array at Map 40, Lot 90. The subject parcel is located within the **Growth College 4 (GC4) Zoning District** and contains the **Shoreland Protection Overlay (SPO) Zoning District** and **Flood Protection Overlay (FPO)**.

Jared Woolston: I noted that the application you provided did not mention those overlays. You might want to update the application to say that the parcel contains those overlays, but the project area is not within those overlays. The other comment I had was that this is a Sketch Plan application not a Final Plan. We will ask you for a lot more details on the final plan. We had some discussion for the potential for a site walk. It would be good to bring that up at Planning Board. I didn't know if you had any potential dates for that. For Final Plan, I wanted to know if you had any more details about impacts to the S-1 plant community there. There's some language in the ordinance that allows you to propose a project in a significant plant community or natural area that is protected provided you include some mitigation strategies. In Sketch, we are only looking at dimensional standards, but in Final we'd like to look at timing of development and plans for maintenance after completion. There are some observations of birds that use this area even though you didn't see any when you did your build investigation. Maybe some timing during construction would be good. Ryan Barnes had one comment: "The utility corridor that is used for Bickford Street should be relocated to utilize the same access corridor that is being considered to be used by MRRRA for the Tower to avoid additional impacts to abutters. That sounds a little vague. I can try to shed some light on that comment, but I imagine those of you that know what's happening with MRRRA's access on that side of the Base probably know what he's talking about. My final comment for this is that because it's a Sketch Plan, the Board should be focused on dimensional requirements. I did not see it clearly laid out how this project meets the dimensional requirements, so that would be good to add that. We talked about this in the meeting, this lot is so large that the impervious surface will just be a drop in the bucket, but it should be on the plan.

Julie Erdman: I agree, the dimensional standards should be on the plan.

Matt Panfil: I got a comment via email from a local member of the public, Gwen Austin: "Seeing that it appears there will be a utility easement at the end of Bickford Avenue. Will this be open to car travel? Seeing that Bickford Avenue is currently a dead-end street, it could negatively affect the character of the neighborhood." Any clarification on that. That's all from me.

John Simoneau: I think we are creating a utility corridor not an access road at that location.

Dennis Wilson: I've got nothing.

Jay Astle: Could you talk about the level of maintenance needed there? Can you characterize the amount of time you have maintenance contractors working on the current solar field?

John Simoneau: On the current solar field, we have a provider come a couple times a year to test the invertors. Our ground crew comes twice in the summer to mow and trim growth. With the larger facility, we would need to develop a vegetation management plan to work around the sand plains. That is still in the works.

Rennie Friedman: That's the same general plan that we will have here. A couple of regularly planned trips per year for general management and a couple of additional trips to manage grass. We are looking to do a pollinator habitat incorporating some of the sandplain. So only a handful of trips per year.

Jay Astle: Just to characterize that line of question, the perimeter road handles a significant amount of bike and ped traffic and I wanted to underscore the importance of that and minimizing conflict between bicyclists and pedestrians. We have talked a lot with MRRRA about putting in an access road to the Tower. The likely location is the Hamilton and Garrison corner. If you could locate any utility stuff over there to minimize disruptions to neighbors that would be ideal.

Taylor Burns: No comment (technical difficulty).

Chief Stewart: I was gonna stress what Jay brought up, that was a concern of mine.

Jared Woolston: Anything else you wanted to cover?

John Simoneau: I was hoping to see someone from the Fire Department to confirm we didn't need some sort of fire protection. I'll contact them.

Jared Woolston: Yes, you do not need a fire protection plan in Sketch, but will for Final.

Meeting Adjourned.

PLANNING BOARD
Major Development Review
DRAFT Findings of Fact
Review Date: September 22, 2020

Project Name: RPRCA Subdivision
Project Location: Christina Drive
Tax Map: Map 10, Lot 19
Zoning District: RF
Case Number: 20-036
Applicant: RPRCA, LLC
44 Christina Drive
Brunswick, ME 04011

Authorized Representative: Sitelines PA
c/o Kevin Clark, PLS
119 Purinton Road, Suite A
Brunswick, ME 04011

Staff reviewed the application and has determined it is complete.

DRAFT Motion 1: That the Final Subdivision Plan is deemed complete.

PROJECT SUMMARY

Staff review is based on the Major Development Review application for, “RPRCA Subdivision” dated August 18, 2020. The proposed development includes the creation three (3) lots within an established residential neighborhood and a homeowner’s agreement for common land (the pond) and the existing access road, Christina Drive within the area of the existing neighborhood. The Staff Review Committee (SRC) reviewed the proposal on August 12, 2020. The SRC meeting notes are provide in the Planning Board’s packet.

The proposed three (3) lot division of land for sale or lease to the general public will occur within 5 years and is therefore subject to Maine’s subdivision law. Lot 10 was created and sold in 2019. Thus, the creation of Lot 8 and Lot 11 in the year 2020 will result in three (3) lots within 5 years. The applicant revised the subdivision plans to clarify the lots that are numbered on the plan are indicated in the draft road and common land agreement documentation but only the three (3) proposed lots are the subject of subdivision law (and local ordinance) review.

The applicant requests the following waivers in accordance with Section 5.2.9.M of the Brunswick Zoning Ordinance:

1. 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. *The applicant proposes to use Christina Drive for access to the proposed subdivision which is an existing road. The Town Engineer advised the applicant must demonstrate that Christina Drive was built to private road standards at the time the road was constructed (approximately 20 years ago). Staff understand the applicant has attempted to document the road construction specification to address the Town Engineer's request but is unable to produce these records at the time of Planning Board review on September 22, 2020.*

Staff advise conditional approval of the requested waiver provided documentation is provided to the Town Engineer regarding compliant road construction and any needed upgrades to the road within the existing right-of-way for Christina Drive are to the satisfaction of the Town Engineer and the Director of Planning and Development.

2. Profile underground facilities – *No underground facilities serve the proposed development. The staff recommend approving the requested waiver.*
3. Location of trees >10” – *The applicant provided an aerial photo that indicates the location of forested areas and tree cover. No additional information regarding tree location is advised. Based on the available information, the staff recommends approving the requested waiver.*
4. Stormwater Management Plans – *No changes are proposed to the existing road. The future lot development is not proposed at the time of subdivision review. Staff will advise the applicant to use proper erosion and sedimentation controls for any needed improvements for the road that may be required by the Town Engineer in order to accommodate the requested waiver for existing road condition plans.*

Review Standards from Section 4.2 of the Town of Brunswick Zoning Ordinance

4.1 Applicability of Property Development Standards

The subject property is located within the Rural Farm and Forest (RF) Zoning District. The proposed development complies with standards set forth in this Chapter. *The Board finds that the provisions of Section 4.1 are satisfied.*

4.2 Dimensional and Density Standards

The plan entitled, “Subdivision Plan of Land of RPRCA, LLC” prepared by Sitelines dated August 27, 2020 indicates the proposed subdivision meets the required dimensional and density limits for the RF Zoning District. *The Board finds that the provisions of Section 4.2 are satisfied.*

4.3 Natural and Historic Areas

- 4.3.1 Mapping of Natural and Historic Areas Requirements. Freshwater wetlands are depicted on the site plans. All proposed activities will avoid direct impacts to the SPO and wetlands. Based on the information provided, the applicant avoided the associated features important to the natural, scenic, and

- historic character of the Town or that add to the visual quality of the development to the greatest extent practicable.
- 4.3.2 Pollution. The proposed development is limited to single dwelling unit scale development. Based on the information provided, the proposed development will not result in undue water or air pollution.
 - 4.3.3 Protection of Natural Vegetation. The proposed development is located partly in existing developed land but may result in some removal some trees and other vegetation within the proposed lots. Staff note the constraints of the development area and the anticipated driveway entrances to Christina Drive will maximize the preservation of natural landscape features. The proposed development was not found to occur within or cause harm to land not suitable for development and will not have an undue adverse effect on the area's scenic or natural beauty.
 - 4.3.4 Protection of Significant Plant and Animal Habitat. The proposed development is not within the Wildlife Habitat Overlay, and no other mapped significant plant and animal habitats were identified during review. Therefore, the proposed development will not have an undue adverse effect on important plant and animal habitats identified by the Maine Department of Inland Fisheries and Wildlife or Town of Brunswick, or on rare and irreplaceable natural areas, such as rare and exemplary natural communities and rare plant habitat as identified by the Maine Natural Areas Program.
 - 4.3.5 Steep Slopes: No steep slopes were identified on the subject parcel.
 - 4.3.6 Erosion and Sedimentation. The proposed development is designed in accordance with the Maine Department of Environmental Protection's Best Management Practices (BMPs) to avoid causing unreasonable soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy situation results. An erosion and sedimentation control plan is provided.
 - 4.3.7 Groundwater. The proposal is for two (2) new residences and driving water wells. A map of area groundwater wells is provided in the application which indicates the development will not, alone or in conjunction with existing activities, have an undue adverse effect on the quality or quantity of groundwater.
 - 4.3.8 Surface waters, Wetlands, and Marine Resources. Based on the information provided, the proposed development will have no undue adverse effect on wetlands, waterbodies, and their shorelines within the watershed of the development site.
 - 4.3.9 Historic and Archeological Resources. No historic or archaeological resources were identified. Based on the available information, the proposed development will have no undue adverse effect on any historic or archeological resources.

The Board finds that the provisions of Section 4.3 are satisfied.

4.4 Flood Hazard Areas

The proposed development is not located in a Flood Protection Overlay (FPO) District or Flood Hazard Area. *The Board finds subsection 4.4 is not applicable.*

4.5 Basic Municipal Services

The applicant provided evidence that basic municipal services can be provided for the development. Solid waste impact fees are not required for each proposed house lot development. *The Board finds that the provisions of Section 4.5 are satisfied.*

4.6 Landscaping

The proposed development is within an existing neighborhood and will contain a small pond and vegetated area as common land with the access road, Christina Drive. The proposed development minimizes the development's effect on abutting properties. Existing topography and vegetation is maintained where practical. *The Board finds that the provisions of Section 4.6 are satisfied.*

4.7 Residential Recreation Requirements

The proposed development is required to pay recreational impact fees for new residential development. The applicant proposes to pay the recreation impact fees per lot. *The Board finds that the provisions of Section 4.7 are conditionally satisfied upon the acceptance of recreational facilities impact fees prior to the development of each house lot.*

4.8 Circulation and Access

The SRC reviewed the proposed layout and made no recommendations for additional traffic review. *The Board finds that the provisions of Section 4.8 are satisfied.*

4.9 Parking and Loading

No loading areas are proposed. *The Board finds that the provisions of Section 4.9 are satisfied.*

4.10 Lighting

The development area contains existing street lighting and no new street lights are proposed. Each residence is anticipated to have residential scale exterior lighting. *The Board finds that the provisions of Section 4.10 are satisfied.*

4.11 Architectural Compatibility

The applicant did not provide architectural renderings for the proposed buildings. Staff will review the residences at the time of building permit submission. *The Board finds that the provisions of Section 4.11 are satisfied.*

4.12 Neighborhood Protection Standards

The neighborhood protection standards are not applicable to the proposed residential development. *The Board finds that the neighborhood protection standards in Section 4.12 do not apply to the development.*

4.13 Signs

No signs are proposed at this time. *The Board finds that the provisions of Section 4.13 are not applicable.*

4.14 Performance Standards

No exceedance in Section 4.14 standards is proposed. *The Board finds that the provisions of Section 4.14 are satisfied.*

4.15 Site Feature Maintenance

The proposed development contains no new site features. The existing road will be maintained by the owners of 11 lots adjacent to Christina Drive. In accordance with Section 4.15 standards, this finding serves to advise the applicant that to the extent site features are constructed or installed as required by this development approval must be maintained in good repair, and replaced if damaged or destroyed, or in the case of living materials, if they die or are effectively destroyed after installation. Site feature maintenance will be the responsibility of the landowner. The developer currently owns the subject parcel but intends to transfer all common land to a future homeowner’s association. *The Board finds that the provisions of Section 4.15 are satisfied.*

4.16 Financial and Technical Capacity

Engineering and architectural plans were prepared for the applicant by technical consultants at the expense of the applicant. No additional construction is anticipated which would necessitate further review of financial capacity. The application demonstrates adequate financial and technical capacity to meet the standards of the proposed development. *The Board finds that the provisions of Section 4.16 are satisfied.*

4.17 Administrative Adjustments / Alternative Equivalent Compliance

No administrative adjustment is proposed by the applicant at this time. *The Board finds that the provisions of Section 4.17 are not applicable.*

**DRAFT MOTIONS
CASE #20-028**

Motion 2: That the requested waiver for profiles of existing roads and underground utilities, and locating trees over 10 inches is conditionally approved:

1. Provided prior to the sale of Lot 8 or Lot 11, documentation that Christina Drive was constructed to the applicable private road standards at the time of construction is provided to the Town Engineer and any needed upgrades to the road within the existing right-of-way for Christina Drive are planned and constructed to the satisfaction of the Town Engineer and the Director of Planning and Development.

Motion 3: That the Final Plan is approved with the following conditions:

1. That the Board's review and approval does hereby refer to these findings of fact, the plans and materials submitted by the applicant and the written and oral comments of the applicant, his representatives, reviewing officials, and members of the public as reflected in the public record. Any changes to the approved plan not called for in these conditions of approval or otherwise approved by the Director of Planning and Development as a minor modification shall require a review and approval in accordance with the Brunswick Zoning Ordinance.
2. That prior to the issuance of a building permit for each house unit, recreation facilities impact fees shall be provided to the satisfaction of the Director of Planning and Development.

**MAJOR DEVELOPMENT REVIEW
FINAL APPLICATION**

SUBDIVISION APPLICATION

RPRCA SUBDIVISION
BRUNSWICK, MAINE

August 18, 2020

Prepared For

RPRCA, LLC
44 Christina Drive
Brunswick, Maine 04011

Prepared By



119 Purinton Road, Suite A, Brunswick Landing, Brunswick, ME 04011
207-725-1200 ▪ www.sitelinespa.com



August 18, 2020

3956-7

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

**RE: Major Development Review Final Application
RPRCA Subdivision Application
Tax Map 10, Lots 19 & 19A**

Dear Jared:

On behalf of RPRCA, LLC, Sitelines, PA is pleased to submit the enclosed Major Development Review Final Application, Subdivision Plan and supporting materials for a Subdivision of the land of RPRCA, LLC at 0 Christina Drive (Tax Map 10, Lots 19 & 19A).

PROPERTY

RPRCA, LLC owns the parcel of land identified as 0 Christina Drive (Tax Map 10, Lot 19). RPRCA, LLC conveyed a parcel to Amber & Michael Cuevas in May of 2019 (Tax Map 10, Lot 19A), as well as a second adjacent strip of land in July 2020 (copies of deeds enclosed); this property is identified as Lot 10 on the enclosed RPRCA subdivision plan. Although exempt from subdivision review at the time of its conveyance, this lot must now be counted as the first lot towards the cumulative three lots, as RPRCA, LLC intends to subdivide two additional residential lots from the remaining property identified as Tax Map 10, Lot 19. RPRCA, LLC also conveyed a small parcel to an abutting landowner, Sally and Timothy Viner, this parcel is exempt from subdivision review.

SITE DESIGN

The remaining RPRCA, LLC property contains 11.35 acres. The proposed division will include Lot 8 (2.42 acres) and Lot 11 (2.31 acres). The remaining land of RPRCA, LLC will include the existing 50' private right-of-way name Christina Drive (2.81 acres) which provides frontage to all previous lots conveyed and other lands that will all be transferred to the new Homeowners Association. The road has been previously constructed and is subject to an existing road maintenance agreement (enclosed). A new Homeowners Association (draft document enclosed) will take over ownership of the roadway and association area (4.00 acres), including the existing man-made pond. The road will provide frontage for proposed Lot 8 and an extension of the right-of-way will provide frontage for proposed Lot 11.

The property is located in the Rural Farm and Forest (RF) Zone in which "Dwelling, 1- or 2-family" is a permitted use. The property does not fall within the Wildlife Habitat Corridor of the Wildlife Protection Overlay. The RF Zone permits a maximum density of 1 dwelling per 2-acres. The

SITELINES • CIVIL ENGINEERS • LAND SURVEYORS
119 Purinton Road, Suite A, Brunswick Landing, Brunswick, ME 04011
207-725-1200 • www.sitelinespa.com

Density Calculations included on the Subdivision Plan indicate that this project satisfies this requirement for Lots 8, 10, and 11 and the proposed Association area.

The new lots will be served by an individual private wells and private subsurface wastewater disposal systems. A new driveway extension, electric service, and data services will be extended along the proposed right-of-way extension for Lot 11 and will be the responsibility of the future landowner. Wetlands have been reviewed by Atlantic Environmental and none were identified other than the existing man-made pond located on the proposed Association area.

WAIVERS

Based on the specifics of the project, the applicant will request waivers for the following application items:

- Profile, cross-section dimensions, curve radii of existing streets. No changes are proposed to the existing public or private roads.
- Profiles of underground facilities.
- Location of all existing trees over 10-inches in diameter. Existing trees will be preserved as possible outside of the existing and proposed clearing limits.
- Stormwater Management Plan – the existing infrastructure, Christina Drive is already constructed, only construction on individual lots will occur and is subject to Erosion and Sediment Control Standards.

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 subdivision is in compliance with the standards set forth in Chapter 4 – Property Development Standards.

4.2 DIMENSIONAL AND DENSITY STANDARDS

The property is located in the Rural Farm and Forest (RF) Zone in which “Dwelling, 1- or 2-family” is a permitted use. The property does not fall within the Wildlife Habitat Corridor of the Wildlife Protection Overlay. The RF Zone permits a maximum density of 1 dwelling per 2-acres. The Density Calculations included on the Subdivision Plan indicate that this project satisfies this requirement for Lots 8, 10, and 11 and the proposed Association area. The minimum frontage and lot requirements are met for the proposed lots.

4.3 NATURAL AND HISTORIC AREAS

4.3.1 Lots 8 and 11 are located within and adjacent to an existing residential neighborhood. There are no known existing features on Lots 8 or 11 that would be considered of scenic or historic character.

4.3.2 The proposed residential subdivision will not result in undue water or air pollution. The project is not located within a flood plain, soils are suitable for development and subsurface wastewater disposal.

4.3.3 The project is not located within a Scenic Area.

4.3.4 The project is not located within the WPO District nor any known habitat 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 fence 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. The new site will be serviced by a private well and private subsurface wastewater disposal system. Providing that the septic system is installed and maintained as designed, no undue adverse effect on the quality or quantity of groundwater will occur as a result of this project.

4.3.8 The site primarily drains via overland flow toward the southeast and south. Drainage boundaries will remain as in the existing condition. Any potential site improvements to Lots 8 and 11 will be done in accordance with the limitations of the zone and the Zoning Ordinance, including the maximum impervious surface coverage of 20% of the lot area. The proposed residential lots will have no adverse impact on the adjacent properties.

4.3.9 There are no known historic or archeological resources associated with this project.

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 10 of 35 (Community Panel 230042-0010-B, Effective January 3, 1986). An excerpt of the applicable FIRM is enclosed.

4.5 BASIC AND MUNICIPAL SERVICES

4.5.1 Public sewer is not available. The proposed lots will be serviced by an individual subsurface wastewater disposal system. Passing test pits were observed on the lots by Albert Frick Associates, Inc. (Test Pit Logs attached).

4.5.2 Public water is not available. The proposed lot will be serviced by private well. After reviewing the Maine Well Database, there appears to be adequate groundwater available in the



surrounding area. As shown on the enclosed map, there are existing wells in the surrounding area that provide flow rates ranging from 0.4± gpm to 30± gpm. As is typical in most areas, well flow rates can vary greatly, and are not typically impacted by surrounding development unless density is increased substantially over a long period of time. The proposed development is meeting the density requirements of the Zoning District and is not anticipated to adversely impact the existing groundwater in the surrounding areas.

4.5.3 Solid waste shall be collected by curbside pickup, consistent with the existing housing. Solid Waste Impact Fee is calculated at a rate of \$258.56 (based on 1 ton/year/unit) for each of the new residential lot, which we request be paid prior to the issuance of building permits.

4.5.4 Proposed lots will utilize the existing Christina Drive easement for access. The site primarily drains via overland flow to the south and southeast. No improvements are proposed at this time.

4.6 LANDSCAPING REQUIREMENTS

The proposed lot will be developed and landscaped by individual lot owners and no landscaping requirements are proposed.

4.7 RESIDENTIAL RECREATION REQUIREMENTS

The landowner will pay the recreation impact fees as required for Lots 8 and 11, which we request be paid prior to the issuance of building permits, based on the number of bedrooms for any housing proposed.

4.8 CIRCULATION AND ACCESS

4.8.1 The proposed residential lots will not cause unreasonable congestion or unsafe conditions on highways or public roads, either existing or proposed, 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 The proposed lot will utilize the existing Christina Drive. No new curb cuts are proposed along and public ways. There is adequate sight distance at the existing curb cut. Please see the enclosed Road Maintenance/Easement Agreement.

4.8.3 The pedestrian and bicycle access is ample in this existing rural residential neighborhood.

4.9 PARKING AND LOADING

4.9.1 Parking will be provided at each house in accordance with the minimums required by the Zoning Ordinance.

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 lot. 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

New lighting is not proposed at this time. It is anticipated that the new homes will have residential scale lighting at garages and driveways. The residential scale lighting will not adversely impact road safety or adjacent properties and uses.

4.11 ARCHITECTURAL COMPATIBILITY

The subdivision and new residential buildings will be compatible with the architectural surroundings. See the proposed Homeowners Association.

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 new lots will be compatible with neighboring residential areas.

4.13 SIGNS

No 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.

4.14.1.C No activities will be conducted that exceed the Maximum Equivalent Sound Level (50 dBA day and 40 dBA night in Rural Area districts).

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 be in compliance of Section 4.10.

4.15 SITE MAINTENANCE

Site maintenance will be managed by the Homeowners Association in compliance with the Road Maintenance Agreement, proposed Declaration of Covenants, Conditions and Restrictions and the Brunswick Zoning Ordinance standards.



4.16 FINANCIAL AND TECHNICAL CAPACITY

RPRCA, LLC owns the parcel and improvements located thereon. Site improvements will be constructed by future lot owners on the proposed lots. RPRCA, LLC has adequate funds to complete the limited expenses associated with the preparation and approval of this proposal. No additional construction is proposed at this time.

The design team, led by Sitelines, PA, has extensive experience (since 1989) planning, designing, and gaining approvals for residential and commercial development 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 September 8, 2020 meeting to review and approval. Should you have any questions, please call or contact me at kclark@sitelinespa.com.

Very truly yours,

Kevin P. Clark

Kevin P. Clark, PLS
President

Enclosures

cc: Patricia A Labbe, RPRCA, LLC
Michael & Amber Cuevas



Attachment A
Application Form & Checklists

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**):

- Minor Development Review**
- Major Development Review: **Sketch Plan**
- Major Development Review: **Final Plan**
- Major Development Review: **Streamlined Final Plan**

2. Project Name: RPRCA SUBDIVISION

3. Project Applicant

Name: RPRC, LLC
Address: 44 Christina Drive
Brunswick, ME 04011
Phone Number: 207-522-2359
Email: rpralabbe@comcast.net

4. Project Owner (if different than applicant)

Name: _____
Address: _____

Phone Number: _____
Email: _____

5. Authorized Representative

Name: Kevin Clark, PLS - Sitelines, PA
Address: 199 Purinton Road, Suite A
Brunswick, ME 04011
Phone Number: 207-725-1200
Email: kclark@sitelinespa.com

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. Sitelines, PA
- 2. Atlantic Environmental, Inc.
- 3. Albert Frick Associates, Inc.

7. Physical location of property: Christina Drive

8. Lot Size: 11.32 Acres

9. Zoning District: Rural Farm and Forest (RF)

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?

Owner of Record

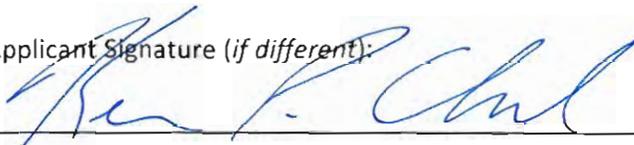
12. Assessor's Tax Map 10 Lot Number 19 of subject property.

13. Brief description of proposed use/subdivision: _____
Residential Subdivision - See Cover Letter for More Details

14. Describe specific physical improvements to be done: _____
See Cover Letter for More Details

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:
(Waiver); (Pending); (Submitted) or (Not applicable)

Final Plan
Streamlined
Minor

		Final Plan	Streamlined	Minor
General	Application form and fee	X	--	--
	Name of development	X	--	--
	Existing zoning district and overlay designations	X	--	--
	Location map	X	--	--
	Names of current owner(s) of subject parcel and abutting parcels	X	--	--
	Names of engineer and surveyor; and professional registration numbers of those who prepared the plan	X	--	--
	Location of features, natural and artificial, such as water bodies, wetlands, streams, important habitats, vegetation, railroads, ditches and buildings	X	--	--
	Documentation of Right, Title and Interest	X	--	--
	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	X	--	--
	Draft performance guarantee or conditional agreement	N/A	--	--
Survey, Topography, & Existing Conditions	Scale, date, north point, and area	X	--	--
	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	X	--	--
	Boundaries of all lots and tracts with accurate distances and bearings, locations of all permanent monuments property identified as existing or proposed	X	--	--
	Existing easements associated with the development	X	--	--
	Location of existing utilities; water, sewer, electrical lines, and profiles of underground facilities	N/A	--	--
Survey, Topography, & Existing Conditions	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	X	--	--
	Topography with contour intervals of not more than two (2) feet	X	--	--
	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.	X	--	--
	Existing locations of sidewalks	N/A	--	--
	A delineation of wetlands, floodplains, important habitats, and other environmentally sensitive areas	X	--	--
	Approximate locations of dedicated public open space, areas protected by conservation easements and recreation areas	N/A	--	--

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

Please mark box with one of the following:
(Waiver); (Pending); (Submitted) or (Not applicable)

**Final Plan
Streamlined
Minor**

		Final Plan	Streamlined	Minor
Infrastructure - Proposed	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	W	--	--
	Proposed easements associated with the development	X	--	--
	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	N/A	--	--
	Location of proposed utilities; water, sewer, electrical lines, and profiles of underground facilities. Tentative locations of private wells.	X	--	--
	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	X	--	--
	Proposed locations, widths and profiles of sidewalks	N/A	--	--
	Locations and dimensions of proposed vehicular and bicycle parking areas, including proposed shared parking arrangement if applicable.	N/A	--	--
Infrastructure - Proposed	Grading, erosion control, and landscaping plan; proposed finished grades, slopes, swells, and ground cover or other means of stabilization	N/A	--	--
	Storm water management plan for the proposed project prepared by a professional engineer	W	--	--
	The size and proposed location of water supply and sewage disposal systems	X	--	--
	Where a septic system is to be used, evidence of soil suitability	X	--	--
	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	N/A	--	--
	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	N/A	--	--
	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	N/A	--	--
Proposed Development Plan	Lighting plan showing details of all proposed lighting and the location of that lighting in relation to the site	N/A	--	--
	Reference to special conditions stipulated by the Review Authority	N/A	--	--
	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.	X	--	--
	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.	X	--	--
	Building envelopes showing acceptable locations for principal and accessory structures, setbacks and impervious coverage	X	--	--

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

Please mark box with one of the following:
(Waiver); (Pending); (Submitted) or (Not applicable)

**Final Plan
Streamlined
Minor**

		Final Plan	Streamlined	Minor
Proposed Development Plan	Disclosure of any required permits or, if a permit has already been granted, a copy of that permit	N/A	--	--
	A statement from the General Manager of the Brunswick and Topsham Water District regarding the proposed development if located within an Aquifer Protection Zone	N/A	--	--
	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	N/A	--	--
	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	N/A	--	--
	A circulation plan describing all pedestrian and vehicle traffic flow on surrounding road systems	N/A	--	--
	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	N/A	--	--
	Number of lots if a subdivision	X	--	--
	A plan showing all ten (10) inch caliper trees to be removed as a result of the development proposal	W	--	--
	All applicable materials necessary for the Review Authority to review the proposal in accordance with the criteria of Chapter 5.	X	--	--
	Any additional studies required by the Review Authority	N/A	--	--



July 31, 2020

3956

Patty Labbe
RPRCA, LLC
44 Christina Drive
Brunswick, Maine 04011

**Re: Designation of Agent Authorization for Subdivision
Christina Drive, Brunswick, Maine
Tax Map 10, Lot 19**

Dear Patty:

As required by various approval agencies, please indicate by signing below that Sitelines, PA is authorized to act as agent for RPRCA, LLC for the specific purpose of preparation and submission of local and state permitting applications on your behalf for the proposed subdivision on the lot at Tax Map 10, Lot 19 on Christina Drive in Brunswick, Maine.

Sincerely,

Kevin P. Clark

Kevin P. Clark, PLS
President

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

Patricia Labbe (for RPRCA, LLC)

7/31/2020
Date

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 seventeenth day of August 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
RPRCA, LLC	Registered Agent	STODDARD L. SMITH	20062066DC	GOOD STANDING
Home Office Address (of foreign entity)		Other Mailing Address		

Attachment B
Right, Title, & Interest

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

B

Right, Title, & Interest

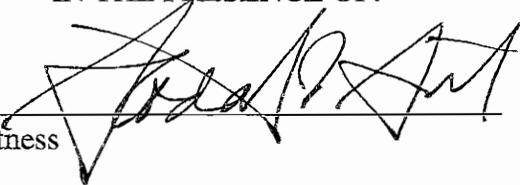
WARRANTY DEED
(Maine Statutory Short Form)

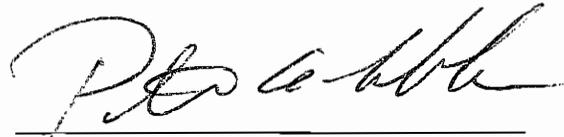
KNOWN ALL PERSONS BY THESE PRESENTS, that I, **PATRICIA A. LABBE**, of Brunswick, County of Cumberland and State of Maine, for consideration paid, GRANT to **RPRCA, LLC**, a Maine limited liability company with a principal place of business located at 421 Durham Road, Brunswick, Maine 04011, with WARRANTY COVENANTS, the land in Brunswick, County of Cumberland and State of Maine, described as follows:

SEE ATTACHED EXHIBIT A

WITNESS, my hand and seal this 13th day of February, 2006.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness 


PATRICIA A. LABBE

STATE OF MAINE
Cumberland, ss.

February 13, 2006

Then personally appeared the above named PATRICIA A. LABBE and acknowledged the foregoing instrument to be her free act and deed.

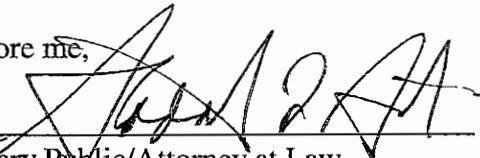
Before me, 
Notary Public/Attorney at Law

EXHIBIT AParcel I

A CERTAIN LOT or parcel of land, situated in Brunswick, in the County of Cumberland and State of Maine, bounded easterly by the road leading from Brunswick Village to Southwest Bend by the Friends' Meeting House, about sixty rods; southerly by a passageway two rods wide along land now or formerly of Jemima Coombs, eighty rods; westerly by land now or formerly of Joseph Stimpson, about sixty rods, to a stake and stones on the southerly line of land formerly of Josiah Lunt; thence easterly on the southerly line of said Lunt's land, eighty-eight rods, to said road. It being the same premises described in a deed from Francis Messier to Zepherine Fournier, dated November 21, 1903, recorded in Cumberland County Registry of Deeds and to which said deed and the record thereof reference is hereby made for a further and more particular description of said premises.

EXCEPTING from the above described premises the following conveyances:

1. Premises conveyed to Brent L. Dudley and Virginia L. Dudley by deed dated September 15, 1988 and recorded in Book 8476, at Page 242 of the Cumberland County Registry of Deeds (being the premises now or formerly of Margaret Miller as described in deed dated September 16, 1994 and recorded in Book 11631, at Page 299 of said Registry);
2. Premises reserved by Raymond M. Labbe in his deed to Raymond M. Labbe et al, dated June 7, 1989 and recorded in Book 8820, at Page 336 of said Registry of Deeds (being the premises now of Patricia Labbe as described in a deed dated February 4, 2004 and recorded in Book 20849, at Page 153, and the premises now or formerly of Alan and Danna Fields as described in a deed dated December 15, 2000, and recorded in Book 15913, at Page 38);
3. Premises conveyed to Joseph N. Day et al by deed dated December 21, 1994 and recorded in Book 11762, at Page 14 of said Registry of Deeds;
4. Premises conveyed to Raymond J. Bisson et al by deed dated July 15, 1998 and recorded in Book 14219, at Page 164 of said Registry of Deeds;
5. Premises conveyed to Margaret Miller by deed dated June 26, 2000 and recorded in Book 15562, at Page 258 of said Registry of Deeds;
6. Premises conveyed to William D. McDugal et al by deed dated April 27, 2001 and recorded in Book 16478, at Page 131 of said Registry of Deeds.

Reference is made to a plan, entitled Preliminary Concept Plan of Division of Land of Raymond, Peter & Paul Labbe, Durham Road, Brunswick, Maine, dated January 10, 2001 prepared by Dirigo Land Services, Inc.

Being a portion of the premises conveyed to Peter Labbe, Paul Labbe and Raymond M. Labbe by deed of Raymond M. Labbe, June 7, 1989 and recorded in the Cumberland County Registry of Deeds in Book 8820, at Page 335.

Reference is also made to a release deed from Raymond J. Bisson et al to Raymond M. Labbe et als, dated November 24, 1998 and recorded in book 14385, at Page 105 of said Registry of Deeds.

ALSO CONVEYING the fee in the fifty (50) foot wide foot roadway known as Christina Drive, SUBJECT to easements, for ingress and ingress and the placement of utilities, given to various lot owners abutting said Drive.

The property conveyed herein is subject to the terms and conditions of a road maintenance agreement, dated April 26, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15447, at Page 198, which the Grantee hereby assumes and agrees to perform.

Any lot subsequently divided off from the premises conveyed herein is further subject to the following covenants and restrictions:

A. Each lot shall be used for single family residential purposes exclusively. No duplex residence, garage apartment, or apartment house shall be erected or placed on any lot. No trade, business, profession or commercial trade of any nature shall be conducted on any lot unless it:

1. Is conducted within the residence located on the lot;
2. Has no employees other than the lot owner or their successors in title; and
3. Is not advertised on the lot except that the lot owner shall be permitted to use one directional sign not larger than 150 square inches of surface area.

B. No trailers, mobile homes, tents or temporary dwellings of any size shall be placed, erected or maintained on any lot.

C. The area of any dwelling on any lot, exclusive of porches, breezeways and garage shall not be less than 1,500 square feet.

EXCEPTING from the above described premises the following two parcels: (1.) property conveyed from Patricia A. Labbe, Personal Representative of the Estate of Raymond M. Labbe for the benefit of Amber Lynn Labbe dated March 7, 2005 recorded in the Cumberland County Registry of Deeds in Book 22848, Page 277. (2.) property conveyed by Patricia A. Labbe, Personal Representative of the Estate of Raymond M. Labbe for the benefit of Raymond M. Labbe, Jr., dated March 7, 2005, recorded in the Cumberland County Registry of Deeds in Book 22848, Page 279.

Meaning and intending to convey the same premises as described in a deed dated December 17, 2004 from Peter L. Labbe and Paul E. Labbe to Patricia Labbe, Personal Representative of the Estate of Raymond M. Labbe recorded in said Registry of Deeds in Book 22178, Page 224.

Parcel II

A CERTAIN LOT or parcel of land with the buildings and improvements thereon, situated on the westerly side of the Lisbon Falls Road, in Brunswick, in the County of Cumberland and State of Maine and further described as Lot 2 as shown on "Final Plan of Ray Labbe Lots (Labco Realty Trust), Lisbon Road, Brunswick" and recorded in the Cumberland County Registry of Deeds in Plan Book 150, Page 15.

Being the same premises conveyed to the P.P.R. Labbe by quit claim deed from Maine State Housing Authority, dated July 29, 2002 and recorded in the Cumberland County Registry of Deeds in Book 17983, at Page 336.

Parcel III

ALSO TWO CERTAIN LOTS OR PARCELS of land, with the buildings and improvements thereon, situated in Brunswick, in the County of Cumberland and State of Maine, bounded and described as follows:

Parcel 1: Beginning at the intersection of the northerly right of way line of the Old Portland Road (Plan Book 19, Page 48) and a stream marking the easterly line of land conveyed by Raymond L. Labbe to Paul and Holly Labbe; thence N 75° E, 210 feet along said northerly right of way line of the Old Portland Road to a large stone; thence N 14° W, 192 feet along land conveyed by Helen Grant Courville to Raymond L. Labbe by deed found in Book 6280, Page 164 of the Cumberland County Registry of Deeds, to a point; thence S 75° W, 101 feet by land now or formerly of David Campbell to a point in said stream; thence southerly, about 185 feet along said stream to the point of beginning, containing 0.6 acres.

Parcel 2: Beginning at a stone found N 75° E, 210 feet along the northerly right of way line of the Old Portland Road (see Plan Book 19, Page 48) from the southeast corner of land of Paul and Holly Labbe; thence N 75° E, 270 feet along said northerly right of way line of the Old Portland Road to the southwest corner of land of Peter and Judy Labbe; thence N 35° W, 285 feet along said land of Peter and Judy Labbe to a corner in an old wire fence; thence S 52° W, 206 feet along said wire fence marking the southerly line of land now or formerly of David Campbell to a point which is N 75° E, 101 feet from the northeast corner of land of said Paul and Holly Labbe; thence S 14° E, 192 feet to the point of beginning, containing 1.4 acres.

Being the same premises conveyed to P.P.R. Labbe by Joan M. Higgins by deed dated August 14, 1994 and recorded in the Cumberland County Registry of Deeds in Book 11627, at Page 37.

Meaning and intending to convey the same premises as described in a deed dated December 17, 2004 from P.P.R. Labbe to Patricia A. Labbe, Personal Representative of the Estate of Raymond M. Labbe recorded in said Registry of Deeds in Book 22178, Page 222.

Meaning and intending to convey the same premises as described in a deed dated June 16, 2005 from the Estate of Raymond M. Labbe to Patricia A. Labbe recorded in said Registry of Deeds in Book 22853, Page 177.

Received
Recorded Register of Deeds
Feb 15, 2006 01:42:37P
Cumberland County
John B O'Brien

9966
23678
50

WARRANTY DEED
(Maine Statutory Short Form)

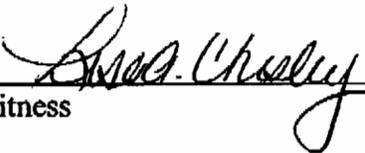
DLN: 1001940067255

KNOW ALL PERSONS BY THESE PRESENTS, that, **PATRICIA A. LABBE**, of Brunswick, Maine, for consideration paid, GRANT to **RPRCA, LLC** a Maine limited liability company, whose mailing address is 44 Christina Drive, Brunswick, Maine 04011, with WARRANTY COVENANTS, the land situated in Brunswick, County of Cumberland and State of Maine, described as follows:

SEE ATTACHED EXHIBIT A

WITNESS my hand and seal this 8th day of August, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Witness

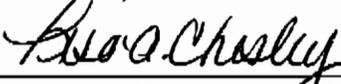


Patricia A. Labbe

STATE OF MAINE
Cumberland, ss.

August 8, 2019

Then personally appeared the above named Patricia A. Labbe in her said capacity and acknowledged the foregoing instrument to be her free act and deed.

Before me,


Notary Public/~~Attorney at Law~~

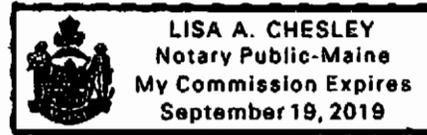


Exhibit A

A certain parcel of land located southwesterly of the southwesterly side of Durham Road in the Town of Brunswick, County of Cumberland, State of Maine, and being more particularly described as follows:

BEGINNING at a granite monument found at the most easterly corner of land now or formerly of Mary Pierce as described in Book 10527, Page 113, and also at the most southerly corner of Lot 7 on a plan entitled "Plan Depicting Division of Land of Raymond, Peter & Paul Labbe" dated August 27, 2002, and revised through February 18, 2005, by Dirigo Land Services, Inc.

THENCE S 31° 32' 40" E along the southwesterly line of Lot 8 on said plan a distance of 307.73 feet to the southerly corner of said Lot 8, on the northwesterly side of 50 foot wide strip of land of the Grantor, which runs between said Lot 8 and Lot 9 on said plan;

THENCE S 50° 48' 53" W along remaining land of the Grantor a distance of 59.02 feet to a survey pin to be set;

THENCE N 31° 32' 40" W along said other land a distance of 307.73 feet to the southeasterly line of said land of Mary Pierce;

THENCE N 50° 48' 53" E along said land of Pierce a distance of 59.19 feet to the granite monument found at the **POINT OF BEGINNING**.

Containing 18,000 sq. ft. ±

This parcel shall be further subject to the following covenants and restrictions:

A. the parcel shall be used for single family residential purposes exclusively. No duplex residence, garage apartment, or apartment house shall be erected or placed on any lot. No trade, business, profession or commercial trade of any nature shall be conducted on any lot unless it:

1. Is conducted within the residence located on the lot;
2. Has no employees other than the lot owner or their successors in title; and
3. Is not advertised on the lot except that the lot owner shall be permitted to use one directional sign not larger than 150 square inches of surface area.

B. No trailers, mobile homes, tents or temporary dwellings of any size shall be placed, erected or maintained on any lot.

C. The area of any dwelling on any lot, exclusive of porches, breezeways and garage shall not be less than 1,500 square feet.

WARRANTY DEED
(Maine Statutory Short Form)

DLN: 1002040102702

KNOW ALL PERSONS BY THESE PRESENTS, that, **RPRCA, LLC**, a Maine limited liability company with a principal place of business located in Brunswick, Maine, for consideration paid, in accordance with 30-A M. R. S. A. §4401(4. D-4A), GRANT to **AMBER L. CUEVAS (f/k/a AMBER L. LABBE) and MICHAEL M. CUEVAS**, whose mailing address is 72 Christina Drive, Brunswick, Maine 04011, as joint tenants, with WARRANTY COVENANTS, the land situated in Brunswick, County of Cumberland and State of Maine, described as follows:

SEE ATTACHED EXHIBIT A

WITNESS my hand and seal this 16th day of July, 2020.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Witness

RPRCA, LLC

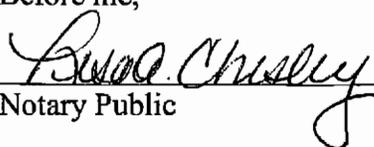

Patricia A. Labbe,
Sole Member

STATE OF MAINE
Cumberland, ss.

July 16, 2020

Then personally appeared the above-named Patricia A. Labbe in her said capacity and acknowledged the foregoing instrument to be her free act and deed.



Before me,


Notary Public

EXHIBIT A

A certain parcel of land located on Christina Drive, southwesterly of Durham Road in the Town of Brunswick, County of Cumberland, State of Maine, and being more particularly described as follows:

BEGINNING at a survey pin set on the southeasterly side of a private 50 foot wide right-of-way known as Christina Drive, which runs southwesterly and then southeasterly from said Durham Road, said pin being at the northerly Corner of Lot 10 as described in a deed to Michael & Amber Cuevas, recorded at the Cumberland County Registry of Deeds in Book 35633, Page 140;

THENCE S 31° 40' 32" E along the northeasterly line of said Lot 10, a distance of 299.31 feet to a survey pin set on the northwesterly line of land now or formerly of Patricia Labbe as described in a deed recorded at said Registry in Book 31932, Page 38;

THENCE N 51° 18' 42" E along said land of Labbe, a distance of 50.38 feet to a survey pin set;

THENCE N 31° 40' 32" W, a distance of 285.97 feet to a survey pin set at an angle point of said Christina Drive;

THENCE S 66° 30' 37" W along the southeasterly right-of-way line of said Christina Drive a distance of 50.51 feet to the **POINT OF BEGINNING.**

Containing 14,632 sq. ft. or 0.34 ac. ±

TOGETHER WITH a right-of-way for all purposes, to be shared with other lot owners on said plan, and with the Grantor, her heirs and assigns, forever, over the 50 foot wide right-of-way known as Christina Drive as shown on said plan.

All survey pins set are 5/8" rebar with an aluminum cap bearing the name Martinson and PLS 2137.

The property is subject to the terms of the Road Maintenance Agreement dated April 26, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15447, Page 198. Grantee agrees to be subject to all the terms and conditions of the Road Maintenance Agreement.

Any lot subsequently divided off from the premises conveyed herein is further subject to the following covenants and restrictions:

A. Each lot shall be used for single family residential purposes exclusively. No duplex residence, garage apartment, or apartment house shall be erected or placed on any lot. No trade, business, profession or commercial trade of any nature shall be conducted on any lot unless it:

1. Is conducted within the residence located on the lot;
2. Has no employees other than the lot owner or their successors in title; and
3. Is not advertised on the lot except that the lot owner shall be permitted to use one directional sign not larger than 150 square inches of surface area.

B. No trailers, mobile homes, tents or temporary dwellings of any size shall be placed, erected or maintained on any lot.

C. The area of any dwelling on any lot, exclusive of porches, breezeways and garage shall not be less than 1,500 square feet.

Meaning and intending to convey a portion of the property described in a deed dated June 7, 1989 from Raymond M. Labbe to Raymond M. Labbe, Peter L. Labbe and Paul E. Labbe recorded in said Registry of Deeds in Book 8820, Page 335 and later conveyed in a deed dated February 13, 2006 from Patricia A. Labbe to RPRCA, LLC recorded in said Registry of Deeds in Book 23678, Page 46 with the excepted parcels as noted in said deed. Patricia A. Labbe was and currently is the sole member of RPRCA, LLC. The transfer is exempt under subdivision rule 30-A MRS §4401(4) (D-4) since Grantee is the daughter of the sole member of the Grantor/LLC.

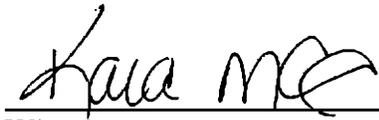
WARRANTY DEED
(Maine Statutory Short Form)

KNOW ALL PERSONS BY THESE PRESENTS, that, **RPRCA, LLC**, a Maine limited liability company with a principal place of business located in Brunswick, Maine, for consideration paid, in accordance with 30-A M. R. S. A. §4401(4. D-4A), GRANT to **AMBER L. CUEVAS (f/k/a AMBER L. LABBE)** and **MICHAEL M. CUEVAS**, whose mailing address is 20819 Oak Preserve Dr., Humble, Texas 77346, as joint tenants, with **WARRANTY COVENANTS**, the land situated in Brunswick, County of Cumberland and State of Maine, described as follows:

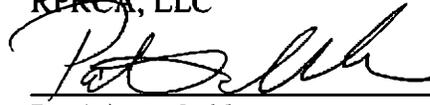
SEE ATTACHED EXHIBIT A

WITNESS my hand and seal this 9th day of May, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Witness

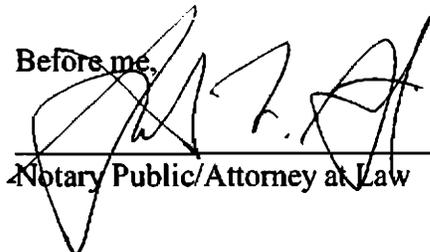
RPRCA, LLC


Patricia A. Labbe,
Sole Member

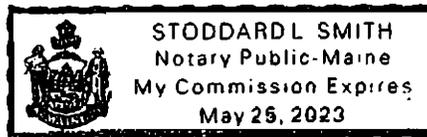
STATE OF MAINE
Cumberland, ss.

May 9, 2019

Then personally appeared the above named Patricia A. Labbe in her said capacity and acknowledged the foregoing instrument to be her free act and deed.

Before me,


Notary Public/Attorney at Law



MAINE REAL ESTATE TAX-Paid

Sitelines #2016
Lot 10

Exhibit A

**Description of Land to be Conveyed
on Christina Drive
Brunswick, Maine**

A certain parcel of land located on Christina Drive, southwesterly of Durham Road in the Town of Brunswick, County of Cumberland, State of Maine, and being more particularly described as follows:

BEGINNING at a survey pin set on the southerly side of a private 50 foot wide right-of-way known as Christina Drive, which runs southwesterly and then southeasterly from said Durham Road, said pin being at the common corner of Lots 8, 9, and 10 on a plan entitled "Plan Depicting Division of Land of Raymond, Peter & Paul Labbe" dated August 27, 2002, and revised through February 18, 2005, by Dirigo Land Services, Inc.;

THENCE S 15° 40' 27" E along said Lot 9 a distance of 411.11 feet to a survey pin to be set on the northwesterly line of land now or formerly of Nathan Bisson as described in a deed in the Registry of Deeds for said County in Book 33172, Page 217;

THENCE N 51° 18' 42" E along said land of Bisson a distance of 384.35 feet to a survey pin to be set at the most southerly corner of said Lot 11;

THENCE N 31° 40' 32" W along the southwesterly line of said Lot 11 a distance of 299.31 feet to a survey pin set at the terminus of said Christina Drive;

THENCE S 66° 30' 37" W along the southeasterly right-of-way line of said Christina Drive a distance of 86.91 feet to a survey pin set, thence continuing S 66° 30' 37" W along said line of Christina Drive a distance of 130.92 feet to a survey pin set at a point of curvature;

THENCE westerly along said line of said Drive, and following a curve to the right having a radius of 150.00 feet, an arc distance of 55.83 feet to the survey pin at the **POINT OF BEGINNING.**

Containing 111,655 sq. ft. or 2.56 ac. ±

TOGETHER WITH a right-of-way for all purposes, to be shared with other lot owners on said plan, and with the Grantor, her heirs and assigns, forever, over the 50 foot wide right-of-way known as Christina Drive as shown on said plan.

All survey pins set are 5/8" rebar with an aluminum cap bearing the name Martinson and PLS 2137.

The property is subject to the terms of the Road Maintenance Agreement dated April 26, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15447, Page 198. Grantee agrees to be subject to all the terms and conditions of the Road Maintenance Agreement.

ALSO HEREBY CONVEYING a right-of-way for all purposes over the 50 foot wide right-of-way known as Christina Drive as shown on said plan. Grantee agrees to be solely responsible for damages to the road due to the utilization of heavy machinery on the road during the construction of Grantee's residence.

Any lot subsequently divided off from the premises conveyed herein is further subject to the following covenants and restrictions:

A. Each lot shall be used for single family residential purposes exclusively. No duplex residence, garage apartment, or apartment house shall be erected or placed on any lot. No trade, business, profession or commercial trade of any nature shall be conducted on any lot unless it:

1. Is conducted within the residence located on the lot;
2. Has no employees other than the lot owner or their successors in title; and
3. Is not advertised on the lot except that the lot owner shall be permitted to use one directional sign not larger than 150 square inches of surface area.

B. No trailers, mobile homes, tents or temporary dwellings of any size shall be placed, erected or maintained on any lot.

C. The area of any dwelling on any lot, exclusive of porches, breezeways and garage shall not be less than 1,500 square feet.

The property described in a deed dated June 7, 1989 from Raymond M. Labbe to Raymond M. Labbe, Peter L. Labbe and Paul E. Labbe recorded in said Registry of Deeds in Book 8820, Page 335 is the same property as described in a deed dated February 13, 2006 from Patricia A. Labbe to RPRCA, LLC recorded in said Registry of Deeds in Book 23678, Page 46 with the excepted parcels as noted in said deed. Patricia A. Labbe was and currently is the sole member of RPRCA, LLC. The transfer is exempt under subdivision rule 30-A MRS §4401(4) (D-4) since Grantee is the daughter of the sole member of the Grantor/LLC.

MAINE REAL ESTATE TAX-Paid

SPACE ABOVE THIS LINE FOR RECORDING INFORMATION

QUITCLAIM DEED WITH COVENANT

(Maine Statutory Short Form)

DLN: 1002040096442

KNOW ALL PERSONS BY THESE PRESENTS, that **RPRCA, LLC**, a Maine limited liability company with principal place of business in Brunswick, Cumberland County, Maine, for consideration paid, grants to **Sally M. Viner and Timothy William Viner**, whose mailing address is 33 Christina Drive, Brunswick, ME 04011, with quitclaim covenant, as joint tenants, the real estate situated in Brunswick, Cumberland County, Maine, more particularly described as follows:

SEE ATTACHED EXHIBIT A

WITNESS my hand and seal in my capacity as Sole Member of RPRCA, LLC this 29th day of May, 2020.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]

Witness

RPRCA, LLC
[Signature]

By Patricia A. Labbe
Its Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND, ss

May 29, 2020

Then personally appeared the above named Patricia A. Labbe in her capacity as Sole Member of RPRCA, LLC and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of RPRCA, LLC.

Before me,
[Signature]

Notary Public/Attorney at Law

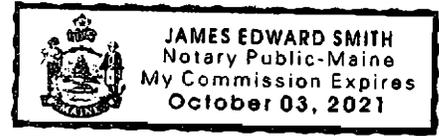


EXHIBIT A

A certain parcel of land located on Christina Drive, southwesterly of Durham Road in the Town of Brunswick, County of Cumberland, State of Maine, and being more particularly described as follows:

BEGINNING at the southerly most corner of land now or formerly of Timothy & Sally Viner as described in a deed in the Registry of Deeds for said County in Book 33339, Page 20;

THENCE S 23° 29' 23" E, a distance of 20.85 feet to a point on the northwesterly side of a private 50 foot wide right-of-way known as Christina Drive, which runs southwesterly, southeasterly, and then northeasterly from said Durham Road, shown on a plan entitled "Plan Depicting Division of Land of Raymond, Peter & Paul Labbe" dated August 27, 2002, and revised through February 18, 2005, by Dirigo Land Services, Inc.;

THENCE N 66° 30' 37" E along the northwesterly line of said Christina Drive, a distance of 106.03 feet to an angle point;

THENCE N 23° 29' 23" W along said Christina Drive, a distance of 30.18 feet to an angle point;

THENCE N 66° 30' 37" E along said Christina Drive, a distance of 50.00 feet to an angle point;

THENCE S 23° 29' 23" E along said Christina Drive, a distance of 30.18 feet to an angle point;

THENCE N 66° 30' 37" E along said Christina Drive, a distance of 36.89 feet to an angle point;

THENCE N 09° 44' 34" W, a distance of 155.95 feet to a survey pin found at the easterly most corner of land of said Viner;

THENCE S 36° 54' 50" W along the southeasterly line of land of said Viner, a distance of 264.49 feet to the **POINT OF BEGINNING.**

Containing 15,501 sq. ft. or 0.36 ac. ±

All survey pins set are 5/8" rebar with an aluminum cap bearing the name Martinson and PLS 2137.

For source of title reference is made to deed of Patricia A. Labbe to RPRCA, LLC dated February 13, 2006 and recorded in the Cumberland County Registry of Deeds in Book 23678, Page 46.

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



Christina Drive 200' Abutters

Brunswick, ME

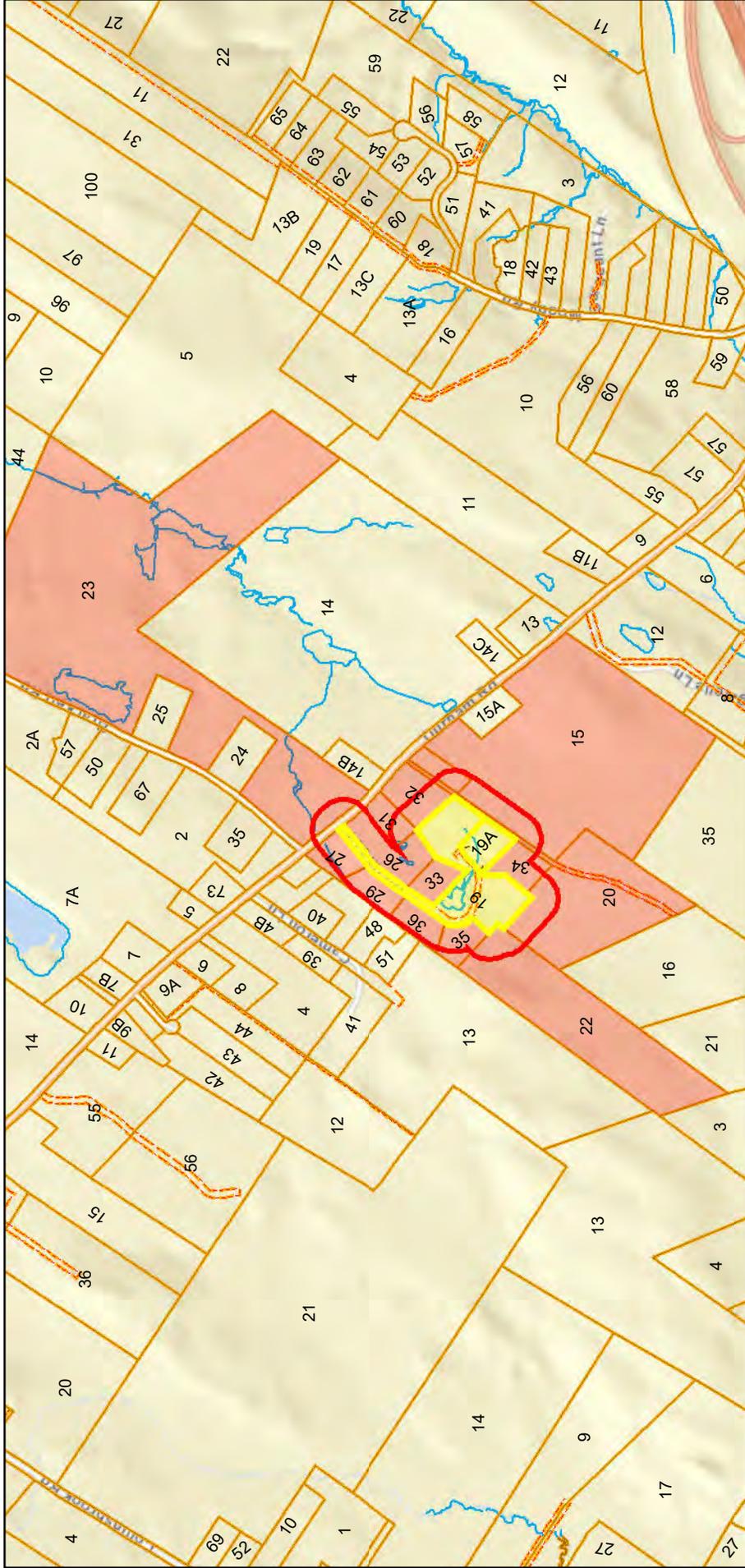


Precision Mapping. Geospatial Solutions.

1 inch = 1200 Feet



August 18, 2020



	ROW Property Access		Other Lot Boundary
	Other Lot Boundary		Parcels_Lines
	Parcels_Lines		Hydrography Line
	ROW Property Access		

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
August 18, 2020

Subject Properties:

Parcel Number: 10-19
CAMA Number: 10-19
Property Address: 0 CHRISTINA DR

Mailing Address: RPRCA LLC
44 CHRISTINA DR
BRUNSWICK, ME 04011

Parcel Number: 10-19A
CAMA Number: 10-19A
Property Address: 72 CHRISTINA DR

Mailing Address: CUEVAS, AMBER L CUEVAS, MICHAEL M
20819 OAK PRESERVE DR
HUMBLE, TX 77346

Abutters:

Parcel Number: 10-15
CAMA Number: 10-15
Property Address: 331 DURHAM RD

Mailing Address: BISSON, NATHAN
331 DURHAM RD
BRUNSWICK, ME 04011

Parcel Number: 10-15B
CAMA Number: 10-15B
Property Address: 0 DURHAM RD

Mailing Address: BISSON, RAYMOND J & CAROL J JT
381 DURHAM RD
BRUNSWICK, ME 04011

Parcel Number: 10-20
CAMA Number: 10-20
Property Address: 0 DURHAM RD

Mailing Address: LABBE, PATRICIA A
44 CHRISTINA DR
BRUNSWICK, ME 04011

Parcel Number: 10-22
CAMA Number: 10-22
Property Address: 0 DURHAM RD

Mailing Address: PIERCE, MARY
PO BX 236
BOOTHBAY HARBOR, ME 04538

Parcel Number: 10-23
CAMA Number: 10-23
Property Address: 94 BRACKETT RD

Mailing Address: LIBBY, BONNIE G & LEMIEUX, CYNTHIA
A T/C
56 BRACKETT RD
BRUNSWICK, ME 04011

Parcel Number: 10-26
CAMA Number: 10-26
Property Address: 409 DURHAM RD

Mailing Address: MILLER, MARGARET W
409 DURHAM RD
BRUNSWICK, ME 04011-7256

Parcel Number: 10-27
CAMA Number: 10-27
Property Address: 421 DURHAM RD

Mailing Address: LABBE, RAYMOND M JR & KATHARINE M
JT
421 DURHAM RD
BRUNSWICK, ME 04011

Parcel Number: 10-29
CAMA Number: 10-29
Property Address: 22 CHRISTINA DR

Mailing Address: RUSSELL, ERIC R & STACEY L A JT
22 CHRISTINA DR
BRUNSWICK, ME 04011

Parcel Number: 10-31
CAMA Number: 10-31
Property Address: 395 DURHAM RD

Mailing Address: DAY, JOSEPH N & BRENDA R JT
395 DURHAM RD
BRUNSWICK, ME 04011



www.cai-tech.com

Data shown on this report 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 report.



200 foot Abutters List Report

Brunswick, ME
August 18, 2020

Parcel Number: 10-32
CAMA Number: 10-32
Property Address: 381 DURHAM RD

Mailing Address: BISSON, CAROL J
381 DURHAM RD
BRUNSWICK, ME 04011

Parcel Number: 10-33
CAMA Number: 10-33
Property Address: 33 CHRISTINA DR

Mailing Address: VINER, TIMOTHY WILLIAM & SALLY M JT
33 CHRISTINA DR
BRUNSWICK, ME 04011

Parcel Number: 10-34
CAMA Number: 10-34
Property Address: 64 CHRISTINA DR

Mailing Address: MCKENNEY, DANIEL MCKENNEY,
JANET
64 CHRISTINA DR
BRUNSWICK, ME 04011

Parcel Number: 10-35
CAMA Number: 10-35
Property Address: 44 CHRISTINA DR

Mailing Address: LABBE, PATRICIA A & CORMIER, MARK
A JT
44 CHRISTINA DR
BRUNSWICK, ME 04011

Parcel Number: 10-36
CAMA Number: 10-36
Property Address: 36 CHRISTINA DR

Mailing Address: WALTON, ROBERT J & KRISTIN T JT
36 CHRISTINA DR
BRUNSWICK, ME 04011



www.cai-tech.com

Data shown on this report 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 report.

Attachment D
Supporting Documents

Copies of relevant documents pertaining to the project are enclosed.



ROAD MAINTENANCE AGREEMENT

AGREEMENT made this 26 day of April, 2000, by and among **RAYMOND M. LABBE** and **PATRICIA A. LABBE**, husband and wife, **PETER L. LABBE** and **PAUL E. LABBE**, all of Brunswick, in the County of Cumberland and State of Maine, hereinafter sometimes referred to as **LABBES**, and **MARGARET MILLER**, hereinafter sometimes referred to as **MILLER**, of said Brunswick, Maine.

WHEREAS, the **LABBES** own the fee in a certain 50 foot wide right of way which provides access from the Durham Road to a certain lot owned by **MILLER** and other land of the **LABBES**; and

WHEREAS, **MARGARET MILLER** is purchasing yet another lot to be accessed over said right of way; and

WHEREAS, the **LABBES** may further divide the parcel originally conveyed to them by Raymond M. Labbe by deed dated June 7, 1989 and recorded in the Cumberland County Registry of Deeds in Book 8820, at Page 335, so that a total of nine (9) lots could be created therefrom; and

WHEREAS, all of the parties hereto desire that a clear understanding as to the maintenance of this right of way be established.

NOW THEREFORE, the parties hereto agree as follows:

1. The initial construction of the right of way and the determination of its location shall be the responsibility of the **LABBES**.
2. Each lot owner using the right of way as access to a lot, the remaining land of the **LABBES** shall be counted as one lot and any lot subsequently divided off from the remaining land of the **LABBES** shall be counted as one lot, shall be equally responsible for the maintenance of said right of way and its subsequent improvements. Subsequent improvements are those changes made in the right of way following its initial construction by the **LABBES**. These improvements must be approved by 75% of the lot owners.
3. A lot owner's responsibility for maintenance and improvements, and a lot owners right to vote on matters relating to improvements shall begin at the time a lot owner commences construction of improvements on his or her lot.
4. Normal maintenance will include grading, adding gravel, filling pot holes, ditching, etc. Winter maintenance will include snowplowing and sanding for icy conditions.
5. At all times, if one of the parties to this agreement, his or her guest or invitee, causes damage to the road beyond normal wear and tear, the party shall be responsible for restoring the road to its condition prior to the damage.
6. The parties to this agreement, and their heirs and assigns, have the right and standing to enforce this agreement. Should any party fail to pay his or her portion of the maintenance bill, the party will also be liable for reasonable attorney's fees and costs of collection.
7. This agreement shall run with the land and shall be binding upon and inure to the benefit of the successors in interest to the parties hereto, including any purchaser of a lot subdivided from the parcel owned by the **LABBES**. The parties shall reference this agreement in all subsequent deeds.

IN WITNESS WHEREOF, the parties to this agreement, have hereunto set our hands and seals on the day and year first above written.

In the Presence Of

Mania J. Labbe
for all

Raymond M. Labbe
Raymond M. Labbe

Patricia A. Labbe
Patricia A. Labbe

Peter L. Labbe
Peter L. Labbe

Paul E. Labbe
Paul E. Labbe

Margaret W. Miller
Margaret Miller

STATE OF MAINE, Cumberland, ss.

April 26, 2000

Personally appeared the above named RAYMOND M. LABBE and MARGARET MILLER acknowledged the foregoing instrument to be their free act and deed. Before me,

Robert J. Walton, Notary Public
Name: ROBERT J. WALTON Attorney at Law
My Comm. Expires:

MY COMMISSION EXPIRES 3/13/2002

SEAL

RECEIVED
RECORDED REGISTRY OF DEED:

2000 MAY -2 AM 11:44

CUMBERLAND COUNTY
John B. O'Brien

CHRISTINA DRIVE HOMEOWNERS ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter "Declaration") is made this ___ day of _____, 2019, by all of the owners of the lots set forth on the subdivision plan entitled "_____" approved by the Town of Brunswick Planning Board on _____ and recorded in the Cumberland County Registry of Deeds at Plan Book ___, Page ___ (the "Plan").

RECITALS

WHEREAS, ownership of the lots on the Plan as of the date of this Declaration is vested as follows:

- **Lot 1** owned by Raymond and Katherine Labbe by virtue of deed recorded in said Registry in Book 30117, Page 280;
- **Lot 2** owned by Margaret Miller by virtue of deed recorded in said Registry in Book 11631, Page 299;
- **Lot 3** owned by Eric and Stacey Russell by virtue of deed recorded in said Registry in Book 31400, Page 307;
- **Lot 4** owned by Margaret Miller by virtue of deed recorded in said Registry in Book 15562, Page 258;
- **Lot 5** owned by Robert and Kristin Walton by virtue of deed recorded in said Registry in Book 26671, Page 343;
- **Lot 6** owned by Timothy and Sally Viner by virtue of deed recorded in said Registry in Book 33339, Page 20;
- **Lot 7** owned by Patricia A. Labbe and Mark Cormier by virtue of deed recorded in said Registry in Book 31254, Page 190;
- **Lot 8** owned by RPRCA, LLC by virtue of deed recorded in said Registry in Book ___, Page _____;
- **Lot 9** owned by Daniel and Janet McKenney by virtue of deed recorded in said Registry in Book 31596, Page 134;
- **Lot 10** owned by Michael and Amber Cuevas by virtue of deed recorded in said Registry in Book 35633, Page 140;
- **Lot 11** owned by RPRCA, LLC by virtue of deed recorded in said Registry in Book ___, Page _____;

WHEREAS, the Common Areas, including Christina Drive and the Pond Area as depicted on the Plan and defined herein, were conveyed to Christina Drive Homeowners Association, a Maine non-profit corporation (the "Association"), in a certain deed of even or near date to be recorded in said Registry;

WHEREAS, it is the parties' intent that this Declaration shall control in the event there is a conflict between this Declaration and the Road Maintenance Agreement, as defined herein, as it burdens and encumbers the Lots;

WHEREAS, the parties acknowledge and understand that lot 9 on the Plan shall remain subject to the covenants, conditions and obligations set forth in the Road Maintenance Agreement, and shall not be entitled to membership rights and benefits unless admitted as an additional member as provided herein; and

WHEREAS, the undersigned, being the current owners of the Lots set forth on the Plan, in order to more completely establish and define their mutual and beneficial rights, protective covenants, conditions and restrictions as it relates to their respective Lots and the Common Areas as defined herein, desire to enter into this Declaration.

NOW THEREFORE, the undersigned hereby declare that all of the Real Estate shown on said Plan shall be held, sold and conveyed subject to the terms of this Declaration for the purposes of protecting the value and desirability of the Lots, and the Association is formed, contemporaneously herewith, for the purposes of improving, maintaining and repairing "Christina Drive" which serves each Lot. The rights and obligations hereunder shall run with the Real Estate and shall be binding on all parties having any right, title, or interest in the described Real Estate or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner hereof. All rights hereunder may be enforced by the Association and Owners as provided herein.

1. Definitions.

"Association" shall mean and refer to CHRISTINA DRIVE HOMEOWNERS ASSOCIATION, a non-profit corporation organized under the laws of the State of Maine, its successors and assigns.

"Bylaws" shall mean and refer to the bylaws of Christina Drive Homeowners Association.

"Christina Drive" shall mean that certain private road owned by the Association and depicted on the Plan.

"Common Areas" shall mean the private road known as Christina Drive and the Pond Area as depicted on the Plan, together with any improvements thereon, owned by the Association for the common use and enjoyment of the Owners.

"Lot" shall mean and refer to any lot of residential land shown upon the Plan, with the exception of the Common Areas and Lot 9.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to a Lot, including contract sellers, but excluding mortgage holders and others having such interest merely as security for the performance of an obligation.

“Plan” shall mean and refer to the subdivision plan entitled “_____” approved by the Town of Brunswick Planning Board on _____ and recorded in the Cumberland County Registry of Deeds at Plan Book ____, Page ____.

“Pond Area” shall mean that certain parcel of land together with the improvements thereon, and encompassing a man-made pond, owned by the Association and depicted on the Plan.

“Real Estate” shall mean and refer to the Lots and Common Areas portrayed on the above referenced Plan.

“Road Maintenance Agreement” shall mean and refer to the Road Maintenance Agreement dated April 26, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15447, Page 198.

2. Association. The Association is organized and existing for the purpose of improving, repairing and maintaining the Common Areas for the benefit of the Lot Owners.

3. Members. Lot Owners shall be members of the Association, and membership in the Association shall be limited to Lot Owners. Membership shall be appurtenant to and may not be severed from ownership.

4. Owner’s Easements. Each Owner shall have a right and easement of use and enjoyment in and to the Common Areas, including the total length of Christina Drive, which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to dedicate or transfer all or a part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3 of the members has been recorded. Each Lot Owner covenants that he or she shall not obstruct, hinder or interfere, or permit the obstruction, hindrance or interference of, the free and uninterrupted use of and access to the Common Areas by all Lot Owners, and their families, tenants or guests.

5. Gravel Easement in Gross. Patricia A. Labbe and Mark Cormier, as joint tenants, shall have a separate easement in gross, burdening the Pond Area, to make surface alterations as necessary on the Pond Area for the purpose of extracting and removing gravel from the Pond Area for their use and sole benefit. This easement shall include all rights as are incident or necessary to the extraction and removal of gravel from the Pond Area. Patricia A. Labbe and/or Mark Cormier shall bear all costs associated with the exercise of their easement rights under this paragraph. Patricia A. Labbe and/or Mark Cormier shall promptly repair any damage to the Pond Area caused by the exercise of their easement rights hereunder, and shall promptly restore such property to as good or better condition as existed prior to the gravel extraction/removal activities. The easement under this paragraph 5 is non-assignable, and personal and exclusive to Patricia A. Labbe and Mark Cormier as joint tenants. The easement rights shall automatically be extinguished upon the death of the survivor of Patricia A. Labbe and Mark Cormier.

6. Assessments. Each Lot Owner shall pay to the Association the assessments as established by the Association. Assessments shall be apportioned equally, on a per Lot basis, and used to achieve the objectives of the Association, including maintenance of the Common Areas; promotion of the recreation, health, safety and welfare of the residents in using the Common Areas; and obtaining insurance as required by the Association Bylaws. The Board of Directors shall establish the date or dates on which the assessments shall be due, or if no due date is specified shall be due and payable no later than 15 days after being ratified and/or approved.

a. Annual Assessments. Simultaneously with notice of the annual meeting of the Association, the Board of Directors shall cause a proposed budget to be delivered to the Owners. The budget shall include the anticipated costs and expenses of maintaining the Common Areas, the cost of maintaining the Association as a nonprofit association in good standing under the laws of the State of Maine, the costs of administration and enforcement of this Declaration, real estate taxes or assessments levied against the Common Areas (if any), future reserves, and comprehensive policy(ies) of insurance. The proposed budget, but excluding any portion of the budget constituting a “special assessment”, as described below, shall be deemed ratified and approved at the annual meeting unless rejected at that time by a vote of greater than 75% of the membership who are voting in person or by proxy. Annual assessments shall be established by the Board of Directors based upon the budget of the Association.

b. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any capital improvements or reconstruction of the Common Areas. Each Lot Owner agrees to pay such additional assessments as may be authorized. Any such special assessment shall require a 3/4 vote of the membership who are voting in person or by proxy at a meeting duly called for that purpose.

c. Vacant Lots and New Construction. Notwithstanding the foregoing, an Owner of a vacant Lot shall not be assessed and shall have no obligation to pay any assessments under this Declaration until the year in which such Owner begins excavation for or begins construction of a residence or other structure on the property, at which time such Owner shall be responsible for his or her full assessment for that calendar year. An additional fee shall be assessed to such Owner for the purpose of covering actual costs incurred to repair damage to Christina Drive caused by heavy equipment utilized by an Owner in the course of the construction on the property.

7. Covenant for Assessments. The Owner of each Lot is deemed to covenant and agree to pay to the Association: (1) annual assessments and (2) special assessments duly ratified and approved as provided herein. If any assessment is not paid on the date when due, such assessment together with interest, costs, and reasonable attorney’s fees incurred by the Association and/or other Lot Owners in any proceedings brought to collect such unpaid assessment, shall be a

charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made, which lien may be enforced in any manner provided for the foreclosure of mortgages or liens under Maine law. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association and/or any Lot Owner may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot for which the assessment was made. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or by abandonment of his Lot.

8. Maintenance. Upkeep and maintenance of the Common Areas shall include the following minimum activities, which shall constitute a portion of the annual assessments established by the Board:

- a. Christina Drive shall be maintained year-round in passable condition, including plowing, sanding and such other maintenance as may be deemed appropriate by the Board. All maintenance and upkeep shall be by competitive bid unless a non-competitive price is accepted by vote of the majority of the Owners voting in person or by proxy at a meeting duly called for the purpose of voting on the budget of the Association.
- b. All ditching, culverts and similar storm water mechanisms shall be kept open and free for the flow of water.
- c. Periodic resurfacing (in whole or in part) of Christina Drive shall be performed, as deemed appropriate by the Board and in accordance with the Association Bylaws. The surface of Christina Drive shall be maintained as a gravel road unless otherwise agreed to by a 3/4 vote of the Owners.
- d. Washouts, potholes and other damages caused by erosion and/or ordinary wear and tear shall be promptly repaired, provided that shall not be construed to obligate the Association to repair any damages caused by an Owner or that Owner's invitees.

9. Repairs. Each Owner shall repair or cause to be repaired, at his or her own expense, any damages caused by said Owner or Owner's invitees, to the Common Areas which exceeds ordinary wear and tear which would occur through usage for ordinary family and residential purposes.

10. Enforcement. The provisions of this Declaration have been adopted for the benefit of the Owners of the Lots on the Plan. Therefore, the violation or attempted violation of any covenant or restriction in the Declaration is hereby declared a nuisance which may be remedied by any appropriate legal proceeding, whether at law or in equity. If any Owner shall attempt to violate or permit any violation of any of the covenants, restrictions or reservations described above, any Owner of a Lot and/or the Association may commence proceedings at law or in equity either to recover damages or other awards, or both.

If a final judgment is rendered against an Owner, the Owner shall pay all reasonable attorneys' fees and costs incurred in prosecution of said claims. Proceedings may be maintained against a violator of any provision of this Declaration irrespective of the waiver of any prior violation or attempted violation by the same or other Owners. The failure to enforce any of the provisions of this Declaration on one occasion shall in no event be deemed to be a waiver of the right to do so thereafter as to the original breach or a breach subsequent thereto. By acceptance of a deed to a parcel subject to the provisions of this Declaration, an Owner covenants and agrees to abide by such provisions.

11. Additional Members. Additional members may be admitted to the Association upon an affirmative vote of the Board of Directors and payment of the following: (1) assessment due hereunder and attributable to such new member's lot for the calendar year in which the new member is admitted; (2) an additional one-time fee as determined by the Board of Directors; and (3) all professional fees (legal, survey, etc.) incurred by the Association to amend this Declaration and update the Plan to reflect the admission of the new member and otherwise ensure compliance with Maine law. Notwithstanding the foregoing, any lots forming all or a portion of land owned now or formerly by Patricia Labbe and described in deed recorded in Book 31932, Page 38 ("back lots") shall be admitted to the Association as additional members irrespective of any Board vote upon the payment of the assessment and fees outlined herein. The owner of the back lots shall be responsible for all construction costs associated with extending Christina Drive as it currently exists to said back lots. The parties acknowledge that additional members admitted in accordance with this paragraph shall have all rights afforded members under this Declaration, and the use of the Common Areas by additional members so admitted shall not constitute an over burdening of the parties' easement rights hereunder. The parties acknowledge that any extension of Christina Drive constructed in accordance with this paragraph shall form a portion of the Common Areas and shall be subject to the covenants, conditions and restrictions of this Declaration.

12. Amendment and Termination. The covenants, conditions and restrictions of this Declaration shall run with and bind the land unless terminated by the affirmative vote of 3/4 of the Association members entitled to vote. This Declaration may be amended by the affirmative vote of 3/4 of the Association members entitled to vote, except that the gravel easement rights in paragraph 5 may not be terminated without the written consent of Patricia A. Labbe and Mark Cormier, or the survivor of them. Any duly adopted amendment of this Declaration shall be signed by at least 3/4 of the Lot Owners, and take effect upon recording in the Cumberland County Registry of Deeds.

13. Severability. If any portion of this Declaration, or its application to any person or circumstance, is invalid or unenforceable, then the remainder of the Declaration or the application of such provision to the other persons or circumstances shall not be affected thereby.

14. Recording. This Declaration shall be duly recorded in the Cumberland County Registry of Deeds.

15. Gender and Number. All references in this Declaration to the masculine gender shall be deemed to include the feminine and neuter; and references to the singular shall be deemed to include the plural (and vice versa), unless the context otherwise requires.

WITNESS our hands and seals on _____, 2019.

Lot 1 Owners

Witness

Raymond Labbe

Witness

Katherine Labbe

Lot 2 & 4 Owner

Witness

Margaret Miller

Lot 3 Owners

Witness

Eric Russell

Witness

Stacey Russell

Lot 5 Owners

Witness

Robert Walton

Witness

Kristin Walton

Lot 6 Owners

Witness

Timothy Viner

Witness

Sally Viner

Lot 7 Owners

Witness

Patricia A. Labbe

Witness

Mark Cormier

Lots 8 & 11 Owner
RPRCA, LLC

Witness

By Patricia A. Labbe
Its Sole Member

Lot 10 Owners

Witness

Michael Cuevas

Witness

Amber Cuevas

STATE OF MAINE
CUMBERLAND, ss.

_____, 2019

Personally appeared the above-named Patricia A. Labbe and acknowledged the above instrument to be her free act and deed.

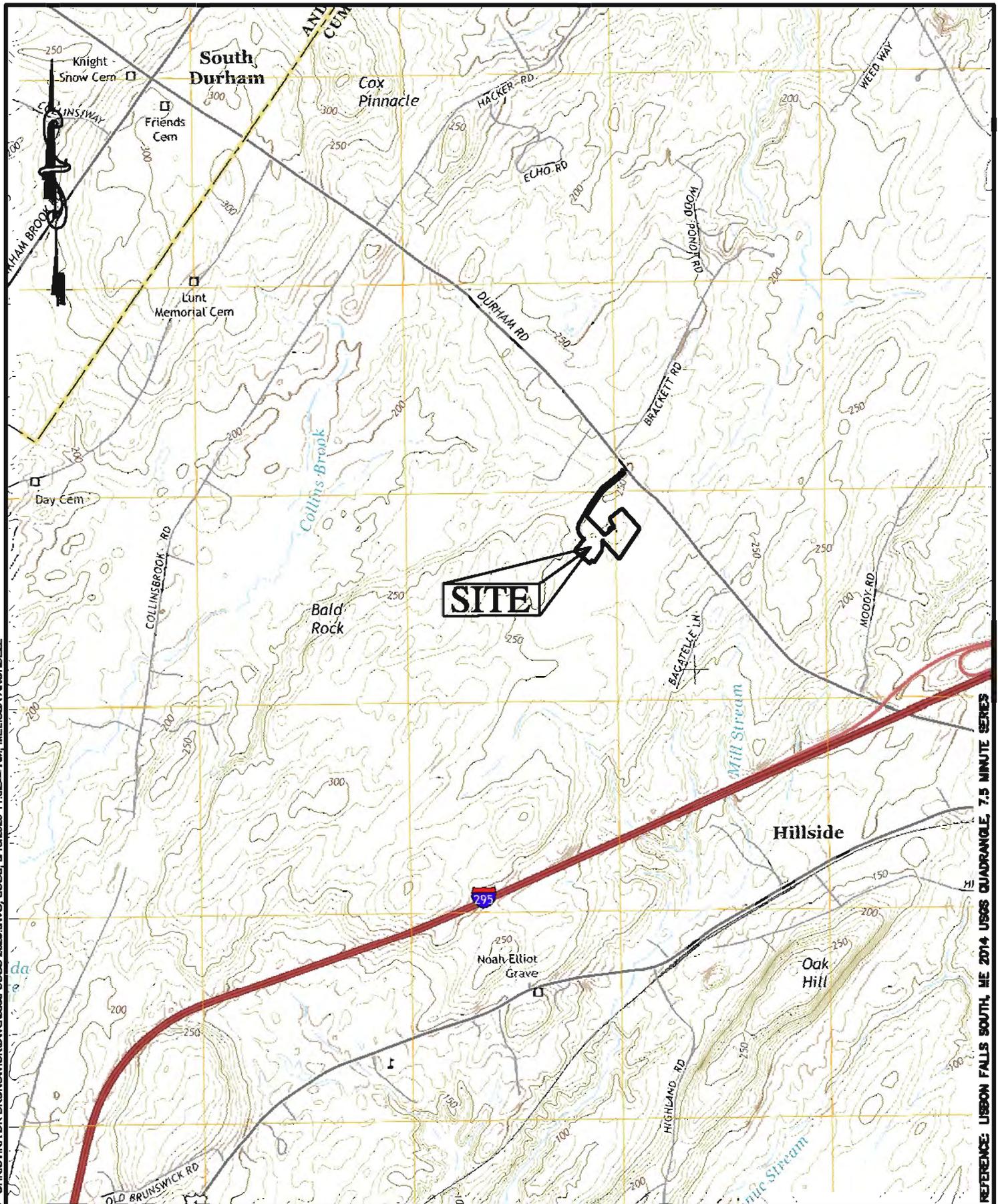
Before me,

Notary Public/Attorney-at-Law

Attachment E **Supporting Graphics**

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

LAND PROJECTS/2016 - CHRISTINA DR BRUNSWICK.DWG/3956-USGS-2020.DWG, USGS, 8/18/2020 11:02:32 AM, MELISSA ARCHIBELL



REFERENCE: US80N FALLS SOUTH, 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 MAP

RPRCA SUBDIVISION
 CHRISTINA DRIVE
 BRUNSWICK, MAINE 04011

DATE: 08-18-20

SCALE: 1" = 2000'

JOB: 3956

FILE: 3956-USGS-2020



Christina Drive Zoning Map

Brunswick, ME



1 inch = 600 Feet



August 18, 2020



RF

	Buildings		SPO-SP (Stream Protection Subdistrict)		Rural Farm and Forest, RF
	RoadPolygons		SPO (Shoreland Protection Overlay)		
	APO 3		Special Flood Hazard Area (FEMA)		
	SPO-RP (Wetlands H-M Value)		Wildlife Habitat Block		

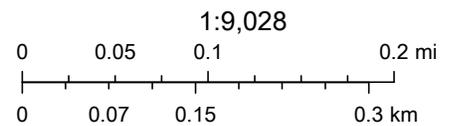
Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

Maine Well Database



12/6/2019, 1:44:30 PM

Well Depth (ft)	●	400.1 - 500
	●	500.1 - 600
	●	600.1 - 800
	●	300.1 - 400



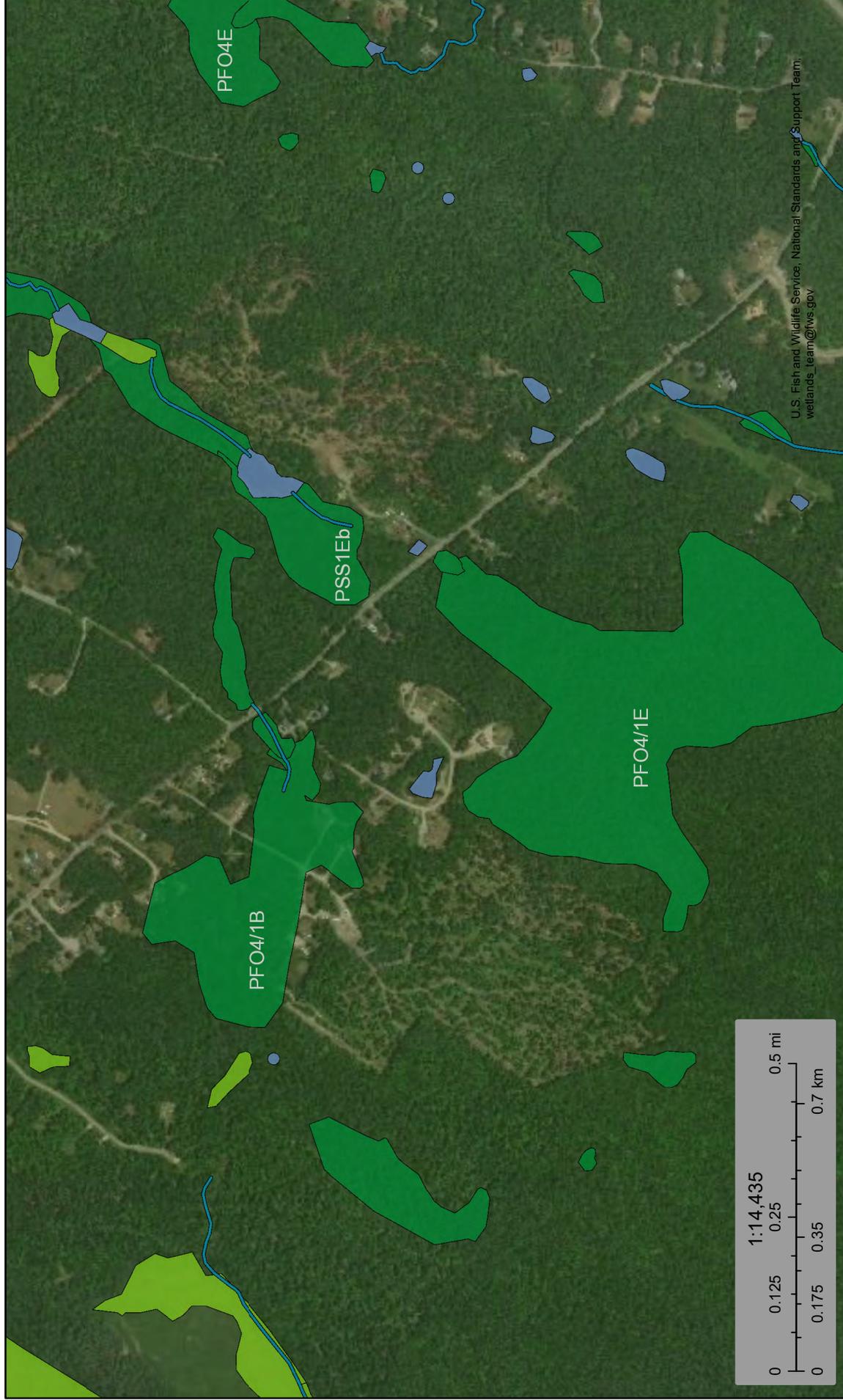
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



U.S. Fish and Wildlife Service

National Wetlands Inventory

Christina Drive Wetland Inventory



U.S. Fish and Wildlife Service, National Standards and Support Team, wetlands_team@fws.gov

September 3, 2019

Wetlands

-  Estuarine and Marine Deepwater
-  Estuarine and Marine Wetland
-  Freshwater Emergent Wetland
-  Freshwater Forested/Shrub Wetland
-  Freshwater Pond
-  Lake
-  Other
-  Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

TOWN OF
BRUNSWICK, MAINE
CUMBERLAND COUNTY

PANEL 10 OF 35
(SEE MAP INDEX FOR PANELS NOT PRINTED)

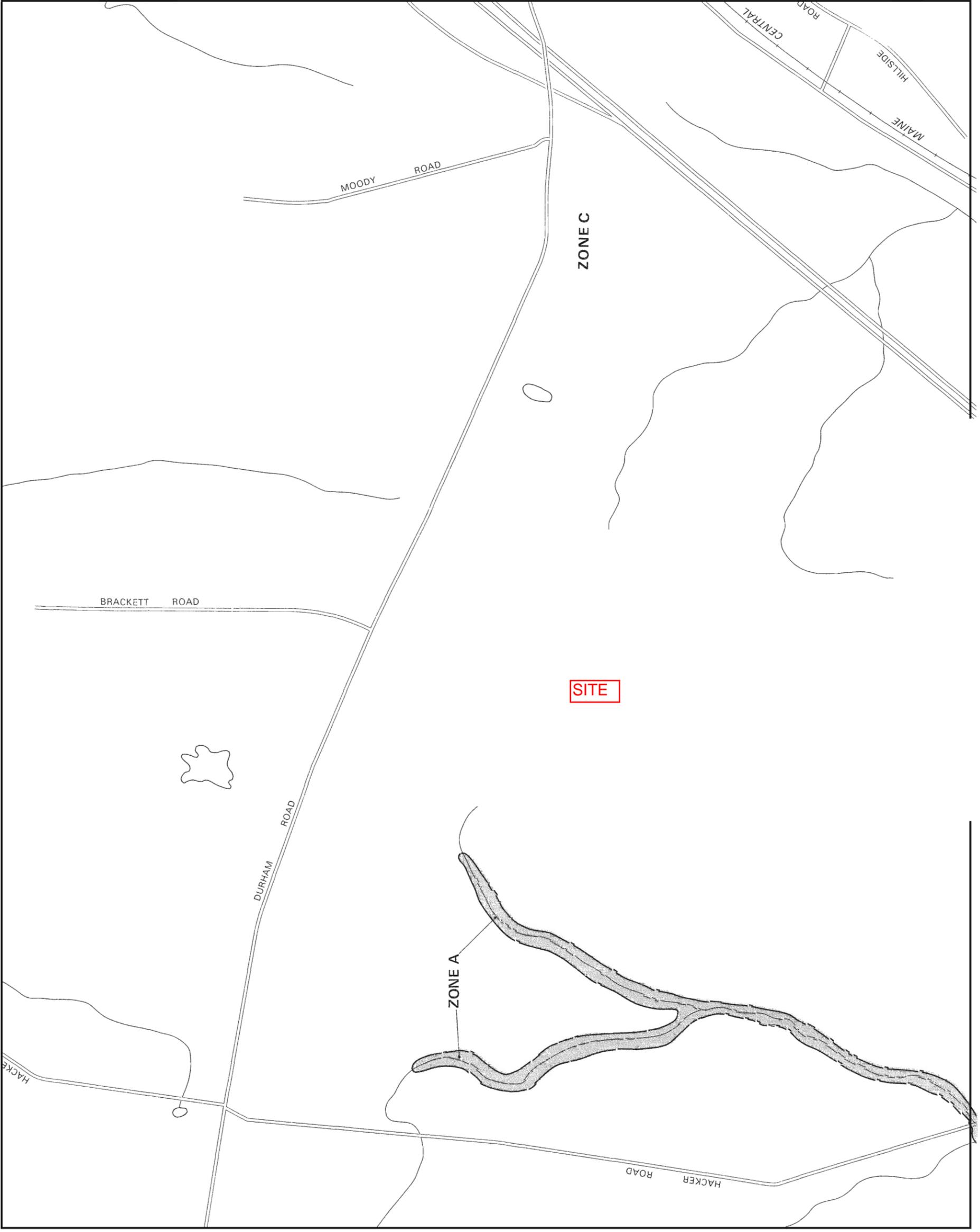
COMMUNITY-PANEL NUMBER
230042 0010 B

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



Attachment F
Soils

F

Copies of Test Pit data is provided for reference.

Soils



Albert Frick Associates, Inc.
Environmental Consultants
380B Main Street Gorham, ME 04038
T: (207) 839-5563 F: (207) 839-5564
www.albertfrick.com info@albertfrick.com

Brady Frick, LSE, President
Albert Frick, CSS, LSE
Christopher Coppi, CWS, LSE
Bryan Jordan, LSE
Matthew Logan, LSE
Jamie Latorre, Office Manager

August 29, 2019

Patricia Labbe
44 Christina Drive
Brunswick, ME 04011

Re: Preliminary Soil Testing, Christina Drive (Lot 8, 10, & 11), Brunswick

Dear Patricia:

We performed preliminary soil testing on the above-referenced property on August 28, 2019. The purpose of this investigation was to determine the suitability on Lots 8, 10, & 11 for on-site subsurface wastewater disposal.

The soil is suitable in the area of TP-1, TP-1A, TP-2, TP-100, TP-101, & TP-102, as defined by the State of Maine Subsurface Wastewater Disposal Rules. See Sitelines survey plan for test pit locations. Attached are the soil profile descriptions.

A subsurface wastewater disposal system design (HHE-200 form) was completed for Lot 8. Septic designs will be needed on Lots 10 & 11 in order to obtain permits to install the systems once the building locations, building sizes, and site development is conceptualized.

Please contact me if you have any questions or additional matters for discussion.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Brady Frick', written in a cursive style.

Brady Frick, LSE

Enc. Soil Profile Logs

HHE-200 form (Lot 8)

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Human Services
Division of Health Engineering

Town, City, Plantation
BRUNSWICK

Street, Road Subdivision
CHRISTINA DRIVE

Owner's Name
PATRICIA LABBE

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole TP 1A Test Pit Boring
" Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW MINERAL SOIL SURFACE (inches)	Texture	Consistency	Color	Mottling
0	SANDY		DARK	
	LOAM		BROWN	
	LOAMY		DARK YELLOWISH	
10	SAND	FRIABLE	BROWN	
			LIGHT	
20	GRAVELLY FINE & MEDIUM SAND		OLIVE BROWN	
				FEW, DISTINCT
30			OLIVE BROWN	COMMON DISTINCT
		FIRM		
40	LOAMY FINE SAND & SILT			
50				

Soil Classification Profile <u>7</u>	Soil Classification Condition <u>C</u>	Slope <u> </u> %	Limiting Factor <u>24"</u>	<input checked="" type="checkbox"/> Ground Water
				<input type="checkbox"/> Restrictive Layer
				<input type="checkbox"/> Bedrock
				<input type="checkbox"/> Pit Depth

Observation Hole TP 2 Test Pit Boring
" Depth of Organic Horizon Above Mineral Soil

FILL PLACED PRIOR TO 1995 PER OWNER

DEPTH BELOW MINERAL SOIL SURFACE (inches)	Texture	Consistency	Color	Mottling
0			DARK	
			BROWN	
10	SANDY			
	LOAM			
		FRIABLE	VARIABLE BROWN & YELLOWISH	
20			BROWN	
				NONE EVIDENT
30				
40				
50				

Soil Classification Profile <u>12</u>	Soil Classification Condition <u>C</u>	Slope <u> </u> %	Limiting Factor <u>42"</u>	<input type="checkbox"/> Ground Water
				<input type="checkbox"/> Restrictive Layer
				<input type="checkbox"/> Bedrock
				<input checked="" type="checkbox"/> Pit Depth

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole TP 100 Test Pit Boring
" Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW MINERAL SOIL SURFACE (inches)	Texture	Consistency	Color	Mottling
0			DARK	
			BROWN	
10	LOAMY SAND	FRIABLE	LIGHT YELLOWISH BROWN	
20			YELLOWISH BROWN	
	GRAVELLY COARSE SAND	FIRM		
30				
40				
50				

Soil Classification Profile <u>5/7</u>	Soil Classification Condition <u>C</u>	Slope <u> </u> %	Limiting Factor <u>18"</u>	<input type="checkbox"/> Ground Water
				<input checked="" type="checkbox"/> Restrictive Layer
				<input type="checkbox"/> Bedrock
				<input type="checkbox"/> Pit Depth

Observation Hole TP 101 Test Pit Boring
" Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW MINERAL SOIL SURFACE (inches)	Texture	Consistency	Color	Mottling
0			DARK	
	LOAMY SAND		BROWN	
10		FRIABLE		
	GRAVELLY COARSE SAND		YELLOWISH BROWN	
20		FIRM		
30				
40				
50				

Soil Classification Profile <u>5/7</u>	Soil Classification Condition <u>C</u>	Slope <u> </u> %	Limiting Factor <u>15"</u>	<input type="checkbox"/> Ground Water
				<input checked="" type="checkbox"/> Restrictive Layer
				<input type="checkbox"/> Bedrock
				<input type="checkbox"/> Pit Depth

B. A. RA

Site Evaluator Signature

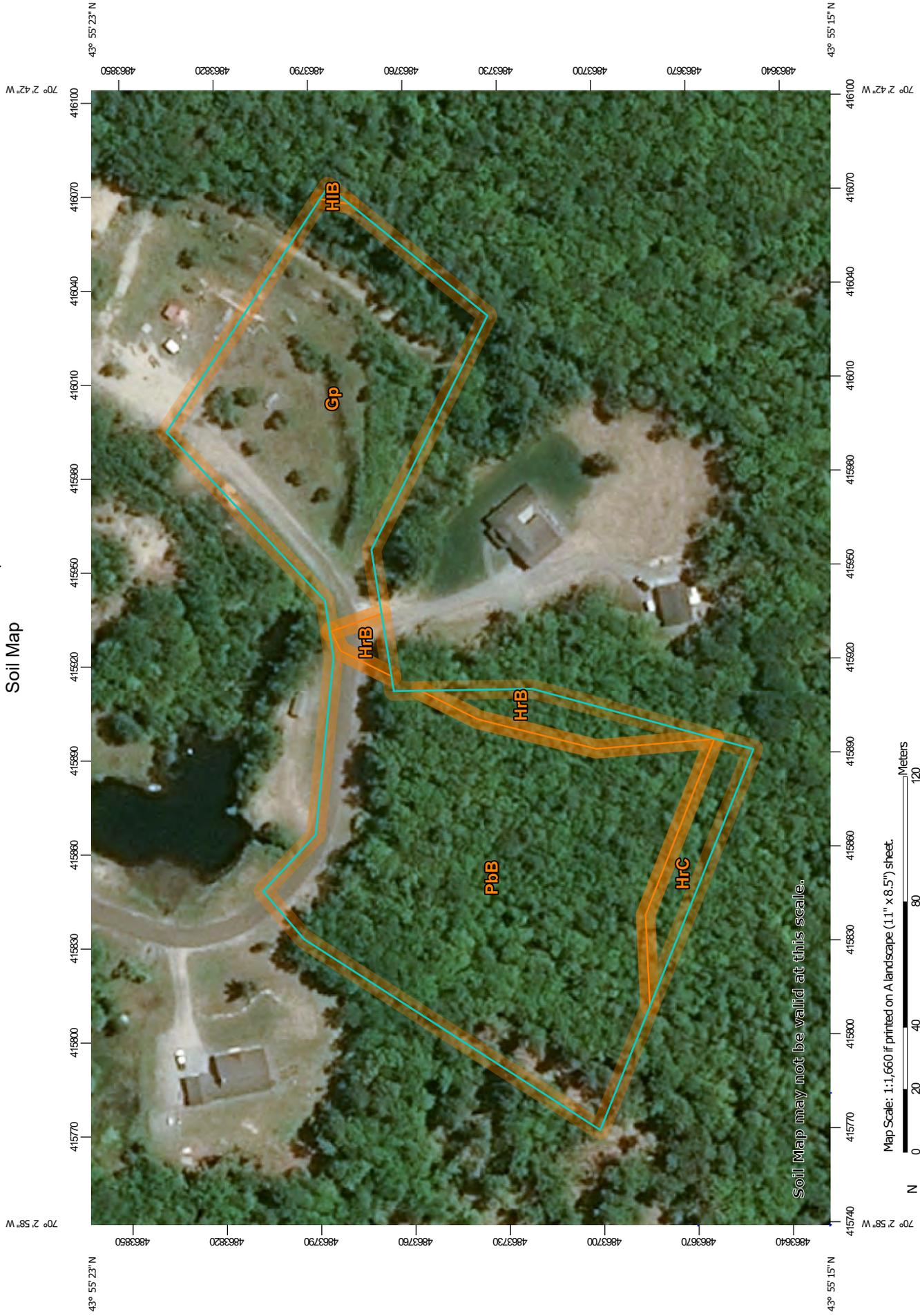
352

SE *

8/29/19

Date

Custom Soil Resource Report Soil Map



Soil Map may not be valid at this scale.

MAP LEGEND

- Area of Interest (AOI)**
 -  Area of Interest (AOI)
- Soils**
 -  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

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 15, Sep 6, 2018

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

Date(s) aerial images were photographed: Jun 7, 2019—Jul 2, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

Map Unit Legend

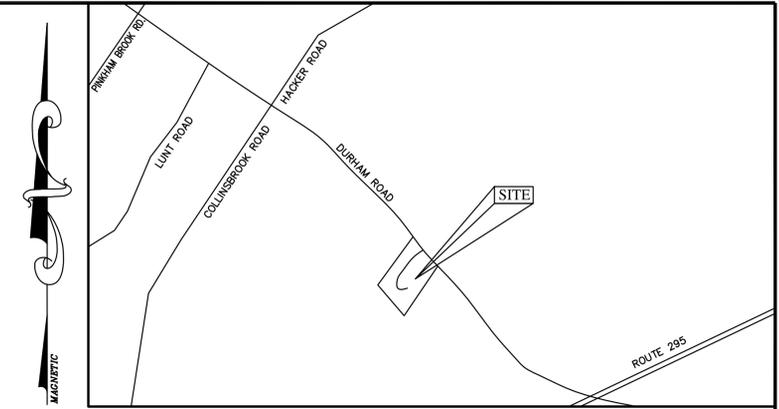
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Gp	Gravel pits	1.8	34.2%
HIB	Hinckley loamy sand, 3 to 8 percent slopes	0.0	0.1%
HrB	Lyman-Tunbridge complex, 0 to 8 percent slopes, rocky	0.3	4.9%
HrC	Lyman-Tunbridge complex, 8 to 15 percent slopes, rocky	0.2	4.4%
PbB	Paxton fine sandy loam, 3 to 8 percent slopes	3.0	56.4%
Totals for Area of Interest		5.2	100.0%

Attachment G
Subdivision Plans



The project Subdivision Plans are included for review.

CURVE TABLE			LINE TABLE		
CURVE	LENGTH	RADIUS	LINE	BEARING	DISTANCE
C1	48.96'	550.00'	L1	N 52°37'18" E	32.85'
C2	44.50'	500.00'	L2	N 52°37'18" E	32.85'
C3	42.88'	150.00'	L3	N 52°37'18" E	48.82'
C4	57.17'	200.00'	L4	N 66°30'37" E	38.01'
C5	47.50'	30.64'	L5	N 22°11'49" W	30.18'
C6	43.23'	190.00'	L6	N 67°48'11" E	50.00'
C7	50.70'	190.00'	L7	N 22°11'49" W	30.18'
C8	10.59'	150.00'	L8	S 22°11'49" E	48.88'
C9	51.77'	150.00'	L9	S 31°32'40" E	50.03'
C10	55.83'	150.00'	L10	S 31°32'40" E	50.45'
			L11	N 66°30'37" E	36.89'
			L12	N 23°29'23" W	30.18'
			L13	N 66°30'37" E	50.00'
			L14	N 23°29'23" W	30.18'
			L15	S 23°29'23" E	50.00'
			L16	N 66°30'37" E	24.90'



- NOTES:**
- TITLE REFERENCE FOR SURVEYED PARCEL:
BK 23678, PG 46
BK 8820, PG 335
SEE ALSO DEEDS BETWEEN LABBES AND WILLIAMS/BISSON
 - PLAN REFERENCES:
a) "STANDARD BOUNDARY SURVEY - LAND OF RAYMOND M. LABBE, PETER L. LABBE, AND PAUL E. LABBE", REVISED THROUGH MARCH 17, 1998, BY BRIAN SMITH SURVEYING, INC.
b) "STANDARD BOUNDARY SURVEY OF LAND OWNED BY MABEL E. WILLIAMS", DATED FEBRUARY 9, 1991, BY GARY RANDALL, PLS.
 - AREA INFORMATION:
SEE INDIVIDUAL PARCELS AT LEFT.
 - TAX MAP REFERENCE:
MAP 10, LOT 19
 - BASIS OF BEARINGS:
BEARINGS ARE MAGNETIC AND ARE BASED ON THE PLAN IN NOTE
 - ROAD INFORMATION:
DURHAM ROAD R/W IS BASED ON PLAN IN NOTE 2(a) ABOVE.
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 - SPECIAL NOTE:
TWO PREVIOUS CONVEYANCES (LOTS 4 & 6 HEREON) REFERRED TO PLANS BY THIS PREPARER TO BE RECORDED. THIS PLAN CONTAINS ALL ELEMENTS OF BOTH OF THOSE PREVIOUS PLANS WHICH WERE NEVER RECORDED.
 - PRIVATE ROAD:
THE PRIVATE ROAD AS DESIGNED ON THIS SUBDIVISION DOES NOT MEET CURRENT STANDARDS FOR ACCEPTANCE AS A BRUNSWICK TOWN WAY AND IS INTENDED TO REMAIN A PRIVATE ROAD MAINTAINED BY A PROPERTY OWNERS' ASSOCIATION.

ZONING:

RURAL FARM AND FOREST (RF)
MIN. LOT AREA 2 AC
MAX. DENSITY 1 DU PER 2 AC.
MIN. LOT WIDTH 150 FEET
MIN. FRONT SETBACK 25 FEET
MIN. SIDE SETBACK 30 FEET
MIN. REAR SETBACK 30 FEET
MAX. IMPERVIOUS 20%
MAX. BUILDING HEIGHT 40 FEET

DENSITY CALCULATIONS:

AREAS:			
LOT 8:	105,280 S.F.	2.42 AC.	
LOT 10:	114,397 S.F.	2.63 AC.	
LOT 11:	100,510 S.F.	2.31 AC.	
ASSOCIATION:	174,166 S.F.	4.00 AC.	
TOTAL:	494,453 S.F.	11.35 AC.	

SUBTRACTIONS:

POND/WETLAND:	42,146 S.F.	0.97 AC.
CHRISTINA DRIVE:	104,472 S.F.	2.40 AC.
R/W (LOT 8):	17,815 S.F.	0.41 AC.
TOTAL:	-164,433 S.F.	-3.77 AC.

NET SITE AREA: 330,020 S.F. 7.58 AC.
7.58 AC./2.00 AC. = 3.79; 3 LOTS PERMITTED

**APPROVAL
TOWN OF BRUNSWICK PLANNING BOARD**

DATE: _____

CHAIRMAN: _____

THIS PLAN RECEIVED APPROVAL WITH CONDITIONS, FROM THE BRUNSWICK PLANNING BOARD ON OCTOBER 28, 2003. THE COMPLETE TEXT OF THE CONDITIONS OF APPROVAL ARE TO BE RECORDED IN THE CUMBERLAND REGISTRY OF DEEDS.

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.

STATE OF MAINE
BRUCE W. MARTINSON
#2137
PROFESSIONAL LAND SURVEYOR

DATE: _____

BRUCE W. MARTINSON, PLS #2137

NOT VALID UNLESS EMBOSSED HERE

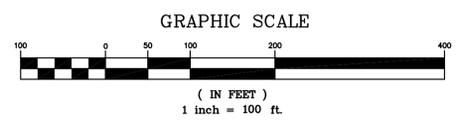
**CUMBERLAND
COUNTY REGISTRY OF DEEDS:**

RECEIVED _____

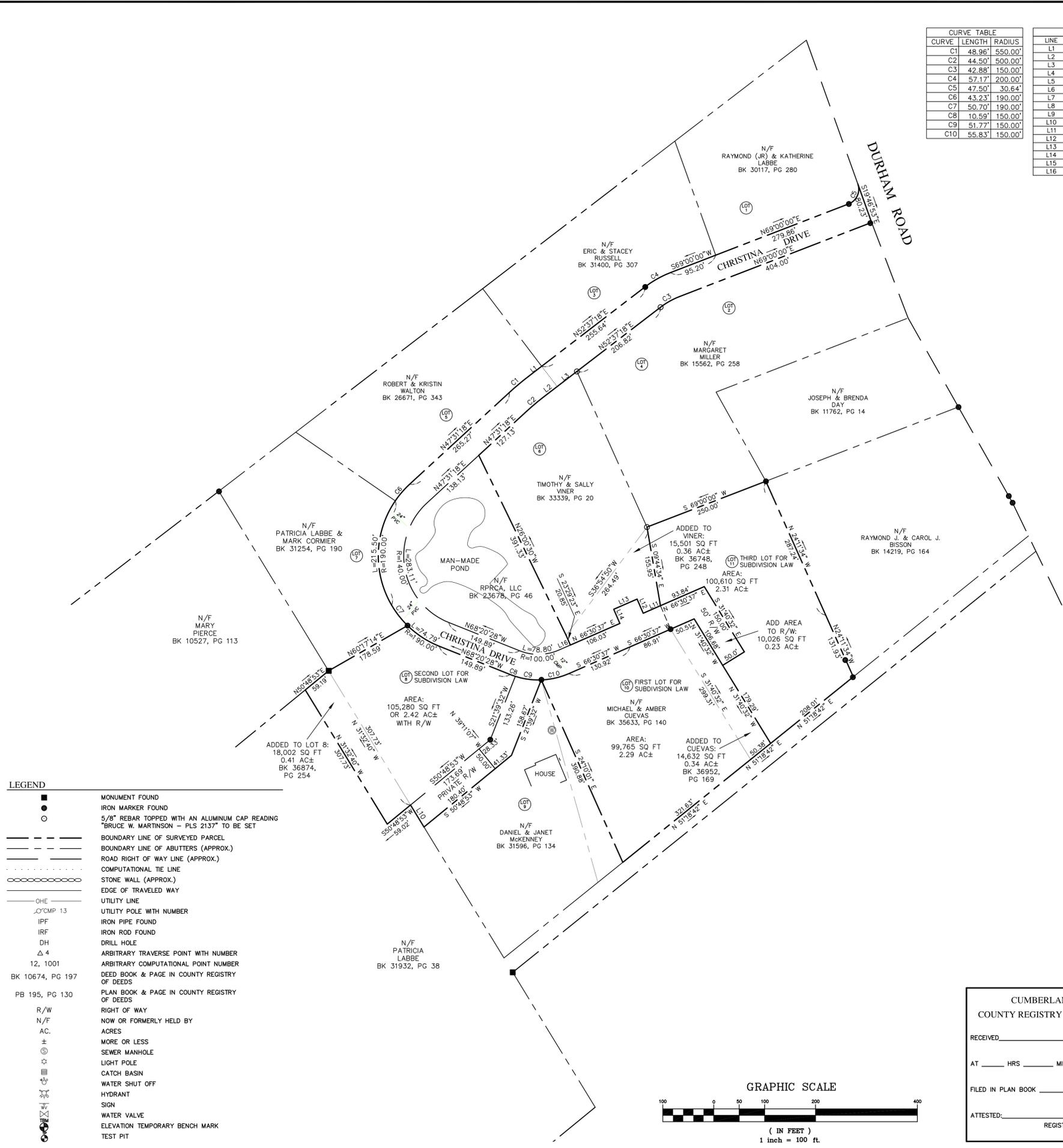
AT _____ HRS _____ MIN _____ M. AND _____

FILED IN PLAN BOOK _____ PAGE _____

ATTESTED: _____ REGISTER

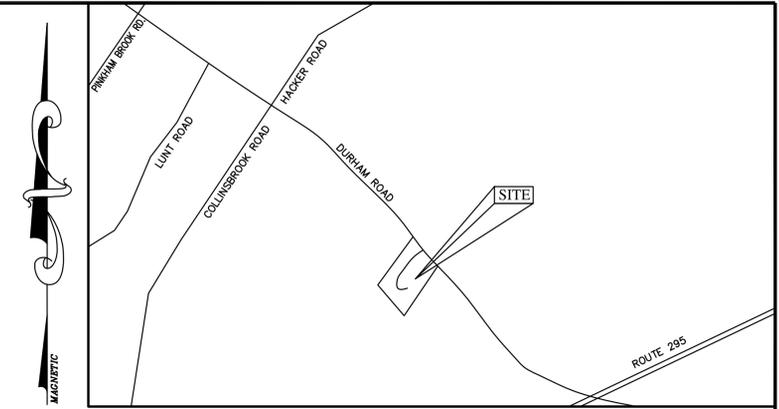


- LEGEND**
- MONUMENT FOUND
 - IRON MARKER FOUND
 - 5/8" REBAR TIPPED WITH AN ALUMINUM CAP READING "BRUCE W. MARTINSON - PLS 2137" TO BE SET
 - BOUNDARY LINE OF SURVEYED PARCEL
 - - - BOUNDARY LINE OF ABUTTERS (APPROX.)
 - · - · - ROAD RIGHT OF WAY LINE (APPROX.)
 - COMPUTATIONAL TIE LINE
 - ○ ○ ○ ○ STONE WALL (APPROX.)
 - OHE — EDGE OF TRAVELED WAY
 - OHE — UTILITY LINE
 - COMP 13 UTILITY POLE WITH NUMBER
 - IPF IRON PIPE FOUND
 - IRF IRON ROD FOUND
 - DH 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
 - PB 195, PG 130 PLAN BOOK & PAGE IN COUNTY REGISTRY OF DEEDS
 - R/W RIGHT OF WAY
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 - AC. ACRES
 - ± MORE OR LESS
 - ⊕ SEWER MANHOLE
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 - ⊕ WATER SHUT OFF
 - ⊕ HYDRANT
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 MAX. DENSITY 1 DU PER 2 AC.
 MIN. LOT WIDTH 150 FEET
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 7.58 AC./2.00 AC. = 3.79; 3 LOTS PERMITTED

TOPOGRAPHIC PLAN

SUBDIVISION PLAN OF LAND OF RPRCA, LLC

PROPERTY ADDRESS
 44 CHRISTINA DRIVE, BRUNSWICK, ME 04011

OWNER OF RECORD ADDRESS
 44 CHRISTINA DRIVE, BRUNSWICK, ME 04011

SITELINES
 119 PURINTON ROAD, SUITE A
 BRUNSWICK, MAINE 04011
 207.725.1200
CIVIL ENGINEERS • PLANNERS • LAND SURVEYORS

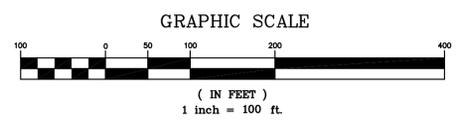
FIELD WK: BM,MC,CR,CH	SCALE: 1" = 100'	SHEET:
DRN BY: BWM	JOB #: 2016	
CH'D BY: BWM	MAP/LOT: 10/19	
DATE: 08-27-2019	FILE: 3956	

SURVEYOR'S CERTIFICATION:

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DATE _____
 BRUCE W. MARTINSON, PLS #2137

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 - ○ WATER SHUT OFF
 - ○ HYDRANT
 - ○ SIGN
 - ○ WATER VALVE
 - ○ ELEVATION TEMPORARY BENCH MARK
 - ○ TEST PIT





TOWN OF BRUNSWICK, MAINE

INCORPORATED 1739

DEPARTMENT OF PLANNING AND DEVELOPMENT
85 UNION STREET
BRUNSWICK, ME 04011

MATT PANFIL, AICP CUD
DIRECTOR OF PLANNING & DEVELOPMENT

PHONE: 207-725-6660
FAX: 207-725-6663

MEMORANDUM

TO: The Planning Board
FROM: Jared Woolston, AICP
DATE: September 18, 2020
RE: Sketch Plan Review: Solar Farm (Case 20-037)

DRAFT MOTIONS
SKETCH PLAN – MAJOR DEVELOPMENT REVIEW
SOLAR FARM
CASE # 20-037

Staff has reviewed the Sketch Plan application and determined that it is complete.

DRAFT Motion 1. That the Board deems the Sketch Plan to be complete.

A Sketch Plan of the proposed development was prepared by TRC Companies for SCS Harpswell 012903 Brunswick, LLC on Plan Sheet C-200 entitled, “SOL SYSTEMS – BOWDOIN COLLEGE SOLAR PROPOSED SOLAR ARRAY SAMUEL ADAMS DR, BRUNSWICK, ME” dated September 2020. The proposed development includes approximately 20 acres of new solar array for a renewable energy generation use.

The subject parcel is identified on the Brunswick Assessors Maps as Map 40, Lot 90 and is within the **GC4 (Growth College Use 4) Zoning District**. The parcel contains the Shoreland Protection Overlay (SPO) and various underlying subdistricts within the SPO-Stream Protection Subdistrict (SPO-SP), and the Flood Protection Overlay (FPO) for a 100-year flood zone associated with Mare Brook, a stream that traverses the property. The proposed development is not within any overlay zoning district.

The Staff Review Committee (SRC) reviewed the proposed sketch plan on September 9, 2020. The SRC advised the development will comply with all applicable dimensional standards within the GCM Zoning District. The applicant was advised to relocate the proposed power line

connection to minimize neighborhood impacts from an anticipated road connection depicted on the Reuse Master Plan for Brunswick Landing. The applicant included the alternate connection for Planning Board review and consideration. Staff advised the applicant to avoid and minimize impacts to the rare plant community of Pitch Pine forest (Maine Natural Areas Program, S3 plant community), the critically imperiled Lowbush Blueberry Sandplain Grassland (S1 Plant Community) or plant types, and any state identified significant or sensitive bird habitat within the project site. The applicant consulted with regulators and resource specialists for advice on mitigating project impacts and will advise the Planning Board on their review. Staff advised the applicant to pay special attention to Section 4.3.4 in the zoning ordinance at the time of final plan review. Notes from the SRC meeting are provided in the packet.

Motion 2. That the Board approves the Sketch Plan.



650 Suffolk St., Suite 200
Lowell, MA 01854

T 978.970.5600
TRCcompanies.com

August 21, 2020

Mr. Matt Panfil, Director
Brunswick Planning Department
85 Union Street
Brunswick, ME 04011

**Re: Bowdoin College Solar Farm – 14 Transmitter Drive
SCS Harpswell 012903 Brunswick, LLC
Major Development Review – Sketch Plan Filing**

Dear Mr. Panfil:

On behalf of SCS Harpswell 012903 Brunswick, LLC, TRC is filing a Major Development Review Sketch Plan application for an approximately 6.4 MW-DC ground mounted solar project on the west side of the Brunswick Executive Airport on Parcel # 40-90 in the Growth College 4 zoning district.

The Project will provide clean, needed, renewable electricity to Maine and brings Bowdoin closer to its goal of offsetting the College's electricity use with 100 percent Maine-based renewable energy. Attached for your review, please find:

- Attachment 1 – Sketch Plan Application
- Attachment 2 – Application Fee
- Attachment 3 – Sketch Plan - Existing & Proposed Conditions
- Attachment 4 – Project Narrative
- Attachment 5 – Supporting Figures
- Attachment 6 – License Agreement (Documentation of Right, Title and Interest)

We very much appreciate your review of this sketch plan so we can incorporate your comments into the subsequent Major Development Review filing. Please call me if you should have any questions at 978-753-3823 or email at JBrandt@trccompanies.com.

Sincerely,
TRC Environmental Corporation

A handwritten signature in black ink that reads "Jeff Brandt". The signature is written in a cursive, flowing style.

H. Jeffrey Brandt
Senior Project Manager

Attachment 1
Sketch Plan Application



Town of Brunswick, Maine

INCORPORATED 1739

DEPARTMENT OF PLANNING AND DEVELOPMENT

85 UNION STREET

BRUNSWICK, MAINE 04011-1583

TELEPHONE 207-725-6660

FAX 207-725-6663

BRUNSWICK PLANNING BOARD DEVELOPMENT REVIEW PACKET

This Packet Includes:

- I. Summary of Development Review Applicability and Process
 - II. Minor Development Review Application Form
- III. Sketch Plan Major Development Review Application Form
- IV. Final Plan Major Development Review Application Form
 - V. Streamlined Final Plan Review Application Form

Note that this review process summary and the submission checklist are provided only as a ready reference for your convenience. For a complete reading of the provisions governing development review in Brunswick, the applicant must refer to the Brunswick Zoning Ordinance, copies of, which are available for a fee from the Department of Planning and Development.

PURPOSE

The purpose of Development Review for site plans and subdivisions is to ensure that the development of land occurs in a manner that conforms to the Brunswick Zoning Ordinance (Zoning Ordinance) and reasonably protects public facilities, the natural environment and neighboring uses. Development review includes subdivision and site plan reviews. Applicants are advised that a building, electrical or plumbing permit may be required in addition to Development Review. For further information, contact the Town Planner, Department of Planning and Development at 207-725-6660.

DEVELOPMENT REVIEW CATEGORIES AND THRESHOLDS

Development review applications are classified into “Minor”, “Major” and “Streamlined Major” review. Major Reviews are conducted by the Planning Board, and Minor Reviews are conducted by the Staff Review Committee. **Development review thresholds and procedures are detailed in Section 5.2.9 of the Brunswick Zoning Ordinance.** Briefly;

Minor Plan: For developments of lesser scale, the plan includes the final drawings on which the applicant’s subdivision or site plan is presented to the Staff Review Committee for approval and which, if approved, would be recorded at the Cumberland County Registry of Deeds.

Major Review Components:

Sketch Plan: Includes conceptual maps, renderings and supportive data describing the project proposed by the applicant for initial Staff Review Committee review and recommendation to the Planning Board, followed by the review and action by the Planning Board.

Final Plan: Includes the final drawings on which the applicant’s subdivision or site plan is first presented to the Staff Review Committee for review and recommendation to the Planning Board, followed by review and action by the Planning Board.

Streamlined Major Plan: If the proposed development is located within the Brunswick Growth Area, as delineated on the Town’s Official Zoning Map, an applicant has the option to submit a Streamlined Major Plan for Planning Board review and approval. A staff-level pre-application meeting is required prior to the application being submitted.

REVIEW PROCESS AND TIMEFRAME

Development Review shall be conducted in accordance with the Development Review Time and Processing Requirements in Table 5.2.9.1 of the Zoning Ordinance and provided below. All time limits are expressed in calendar days. In cases where the date prescribed in this Table is a legal holiday, all deadlines shall apply to the previous working day.

Table 5.2.9.I: Development Review Time and Processing Requirements

Timing	Minor Development Review (Staff Review Committee)	Standard Major Development Review (Planning Board)	Streamlined Major Development Review (Planning Board)
No less than 21 days prior to Review Authority Meeting		Deadline for filing one (1) copy of application for Planning Board consideration.	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 Staff Review Committee consideration. Staff confirms that application is complete within three (3) working days and completes abutter notification in accordance with Subsection 5.1.3.B(1). The applicant then supplies 12 copies of all application materials and one (1) electronic copy.	Within five (5) working days, 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.	Deadline for filing one (1) copy of application for Planning Board consideration. ¹ 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.	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 5.2.9.O and shall issue a draft set of conditions of approval, if any. This material shall be mailed, emailed, faxed, or hand delivered to the Staff Review Committee and the applicant.	The Director shall issue preliminary Findings of Fact based on Subsection 5.2.9.O 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 Director shall issue preliminary Findings of Fact based on Subsection 5.2.9.O 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.
No more than seven (7) days after decision by Review Authority	The Staff Review Committee shall transmit its written decision and Findings of Fact to the applicant.		

Table 5.2.9.1: Development Review Time and Processing Requirements			
Timing	Minor Development Review (Staff Review Committee)	Standard Major Development Review (Planning Board)	Streamlined Major Development Review (Planning Board)
No more than 30 days after decision by Review Authority if Public Hearing held, or no more than 60 days if no public hearing is held.		The Planning Board shall transmit its written decision and Findings of Fact to the applicant.	The Planning Board shall transmit its written decision and Findings of Fact to the applicant.
No more than 30 days after application is deemed complete by staff.	The Review Authority shall consider an application unless postponement is requested or agreed to by applicant.		
NOTES: 1. If application lacks any required submittal materials, the streamlined process shall be terminated and the application shall revert back to the Major Development Review process.			

Flowcharts illustrating specific review procedures for each development review category are attached.

APPLICABLE FEES

Application Fees

The following application fees shall be paid for any project undergoing development review. For projects that meet the public hearing threshold or projects for which the Planning Board schedules a public hearing an additional \$250.00 fee will be assessed to cover the costs of advertising.

Minor Development Review:

- \$200.00

Major Subdivision:

SKETCH PLAN: \$125 per lot proposed
 FINAL PLAN: \$175 per lot proposed

Major Site Plan:

- SKETCH PLAN:
- For projects with new building construction of more than 2,500 square feet the cost equals the total amount of square footage for all buildings multiplied by \$0.05.
 - For all other developments the fee is \$200.00.
- FINAL PLAN:
- For projects with new building construction of more than 2,500 square feet the cost equals the total amount of square footage for all buildings multiplied by \$0.12.
 - For all other developments the fee is \$200.00.

Impact Fees

Impact fees may apply depending upon the type of proposed development and will be determined during the development review process.

**DEVELOPMENT REVIEW
APPLICATION**

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

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

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?

The applicant, SCS Harpswell 012903 Brunswick, LLC, will design, construct, own and operate the ground mounted photovoltaic solar project on the property owned by Bowdoin College.

12. Assessor's Tax Map 40 Lot Number 90 of subject property.

13. Brief description of proposed use/subdivision: _____

The proposed Project is an approximately 6.4 MW-DC ground mounted photovoltaic solar project on land adjacent to west side of the Brunswick Executive Airport. The facility will produce clean needed renewable electricity and will be interconnected with the electric grid via an interconnection line at Bickford Street.

14. Describe specific physical improvements to be done: _____

Physical improvements include clearing and grading where required, construction of a perimeter security fence, installation of the racking structures and solar panels, underground electrical conduits, and interconnection improvements. The facility will use existing private roads located on the west side of the airport to access the array.

Owner Signature:

John C Simoneau Assoc. Director Capital Projects

Applicant Signature (if different):

DocuSigned by:
Rennie Friedman
BF80F12E0E70401...

Rennie Friedman

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 SKETCH PLAN APPLICATION SUBMITTAL

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

Sketch Plan

General	Application form and fee	
	Name of development	
	Existing zoning district and overlay designations	
	Location map	
	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	
	Draft performance guarantee or conditional agreement	
Survey, Topography, & Existing Conditions	Scale, date, north point, and area	
	Existing easements associated with the development	
	Existing locations of sidewalks	
	Approximate locations of dedicated public open space, areas protected by conservation easements and recreation areas	
	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.	
Proposed Development Plan	Number of lots if a subdivision	

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
General	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			
Survey, Topography, & Existing Conditions	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			
Survey, Topography, & Existing Conditions	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
Infrastructure - Proposed	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.			
Infrastructure - Proposed	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			
Proposed Development Plan	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			

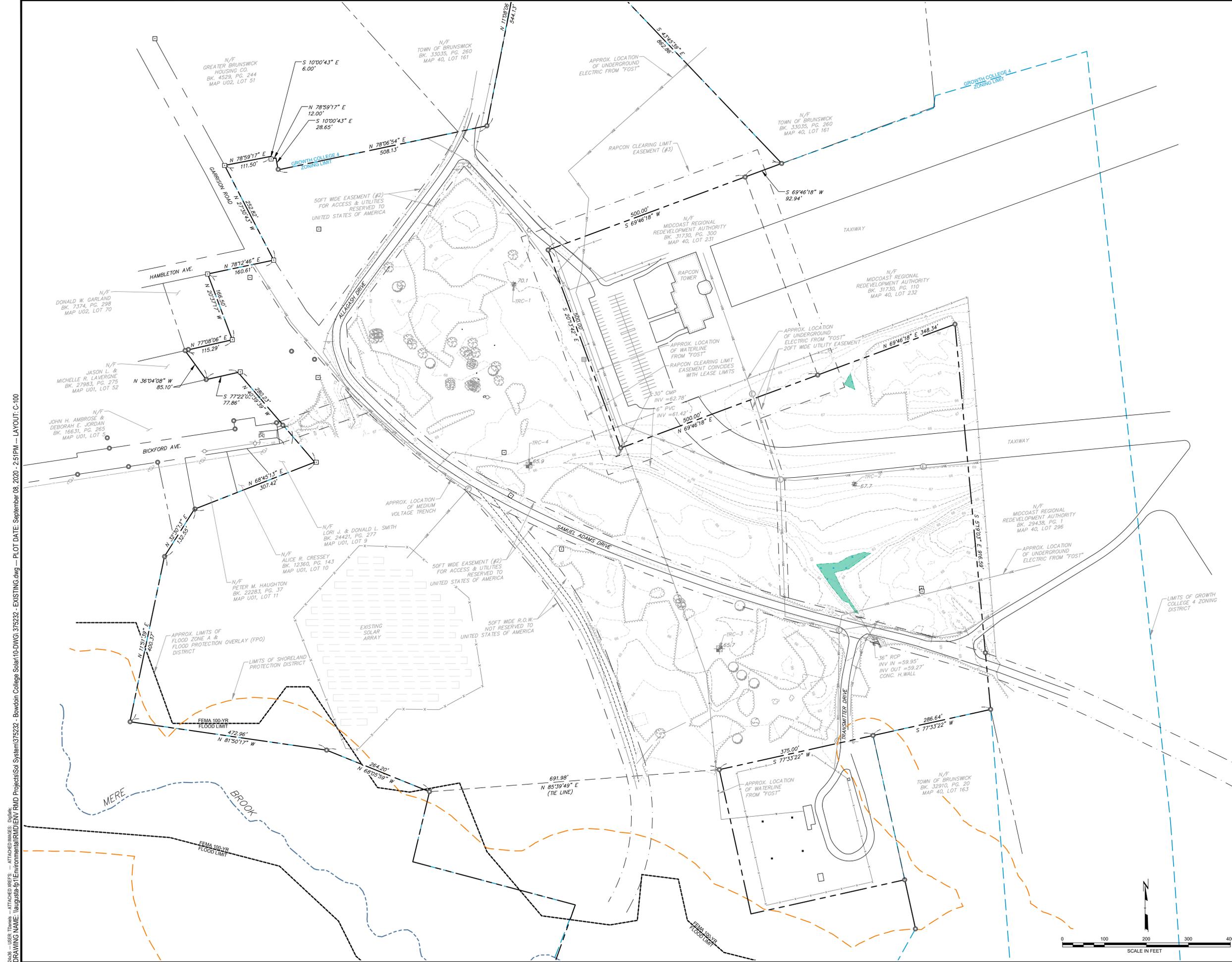
REQUIREMENTS FOR FINAL PLAN, STREAMLINED REVIEW & MINOR REVIEW APPLICATION SUBMITTAL

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

		Final Plan	Streamlined	Minor
Proposed Development Plan	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			

Attachment 2
Application Fee

Attachment 3
Sketch Plan - Existing & Proposed Conditions



- ### LEGEND
- SURVEYED PROPERTY BOUNDARY
 - APPROXIMATE ABUTTING PROPERTY BOUNDARY
 - RIGHT-OF-WAY LINE
 - TIE LINE
 - EASEMENT
 - MONUMENT
 - IRON PIPE/ROD
 - ▲ SURVEY CONTROL
 - ⊕ TRC-1 GEOTECHNICAL BORING LOCATION & ID
 - EXISTING EDGE OF PAVEMENT/CONCRETE
 - EXISTING EDGE OF GRAVEL
 - EXISTING FENCE
 - EXISTING OVERHEAD ELECTRIC & POLES
 - EXISTING UNDERGROUND ELECTRIC & MANHOLE
 - EXISTING WATERLINE
 - EXISTING GAS LINE
 - EXISTING STORMDRAIN
 - EXISTING CONIFER TREE
 - EXISTING DECIDUOUS TREE
 - ▭ EXISTING BUILDING
 - 70 EXISTING MAJOR CONTOUR
 - 68 EXISTING MINOR CONTOUR
 - x 69.7 EXISTING SPOT ELEVATION
 - EXISTING TREES AND/OR BRUSH
 - DELINEATED WETLAND
 - LIMIT OF FEMA 100-YR FLOODPLAIN & FPO DISTRICT
 - LIMIT OF SHORELAND PROTECTION OVERLAY DISTRICT
 - LIMIT OF COLLEGE GROWTH 4 ZONING DISTRICT

- ### NOTES
- PLAN REFERENCES:
 - "ALTANSIPS LAND TITLE SURVEY - BOWDOIN SOLAR ARRAY LEASE AREA, SAMUEL ADAMS DRIVE, BRUNSWICK, ME 04011" PREPARED BY NORTHERN SURVEY ENGINEERING, LLC DATED JUNE 29, 2020, PROJECT NO. 20029.
 - "BOUNDARY SURVEY - BRUNSWICK NAVAL AIR STATION PROPERTY" PREPARED FOR THE DEPARTMENT OF THE NAVY, NORTHERN DIVISION BY SEBAGO TECHNICS, JOB NO. 96278, SHEETS 1-10 RECORDED IN PLAN BOOK 197, PAGES 457-466.
 - BOUNDARY PLAN 2 - WEST SIDE PARCEL SURVEYS & BOUNDARY PLAN 3 - WEST PARCEL SURVEY PREPARED FOR BOWDOIN COLLEGE & THE TOWN OF BRUNSWICK BY SITELINES, PA. SHEETS C4 & C5 DATED JULY 9, 2010 AND LAST REVISED MARCH 14, 2013. PLANS NOT RECORDED.
 - BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON ON-THE-GROUND FIELD SURVEY COMPLETED BY NORTHERN SURVEY ENGINEERING, LLC IN MAY, 2020. THE PROJECT HORIZONTAL DATUM IS MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE, 1882+AD83, US SURVEY FEET. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (MAVD88), BASED ON GPS OBSERVATIONS.
 - UTILITY INFORMATION DEPICTED IS COMPILED USING PHYSICAL SURFACE EVIDENCE LOCATED IN THE FIELD IN CONJUNCTION WITH ANY RECORD INFORMATION AVAILABLE AT THE TIME OF THE FIELD SURVEY COMPLETED BY NORTHERN SURVEY ENGINEERING, LLC IN MAY OF 2020, AND MAY NOT NECESSARILY REPRESENT ALL EXISTING UTILITIES. THEREFORE ALL UTILITY LOCATIONS SHOULD BE CONSIDERED AS APPROXIMATE AND BE VERIFIED BY THE CONTRACTOR. DIGSAFE SHALL BE NOTIFIED A MINIMUM OF 72-HOURS PRIOR TO COMMENCING ANY EXCAVATION. FULL UTILITY COORDINATION WITH NON-MEMBER UTILITIES AND USE OF GROUND-PENETRATING-RADAR TO LOCATE UTILITIES SHOULD BE PERFORMED AS NECESSARY.
 - WETLAND DELINEATION WAS PERFORMED BY TRC IN APRIL OF 2020 AND LOCATED USING MAPPING GRADE GPS UNITS.

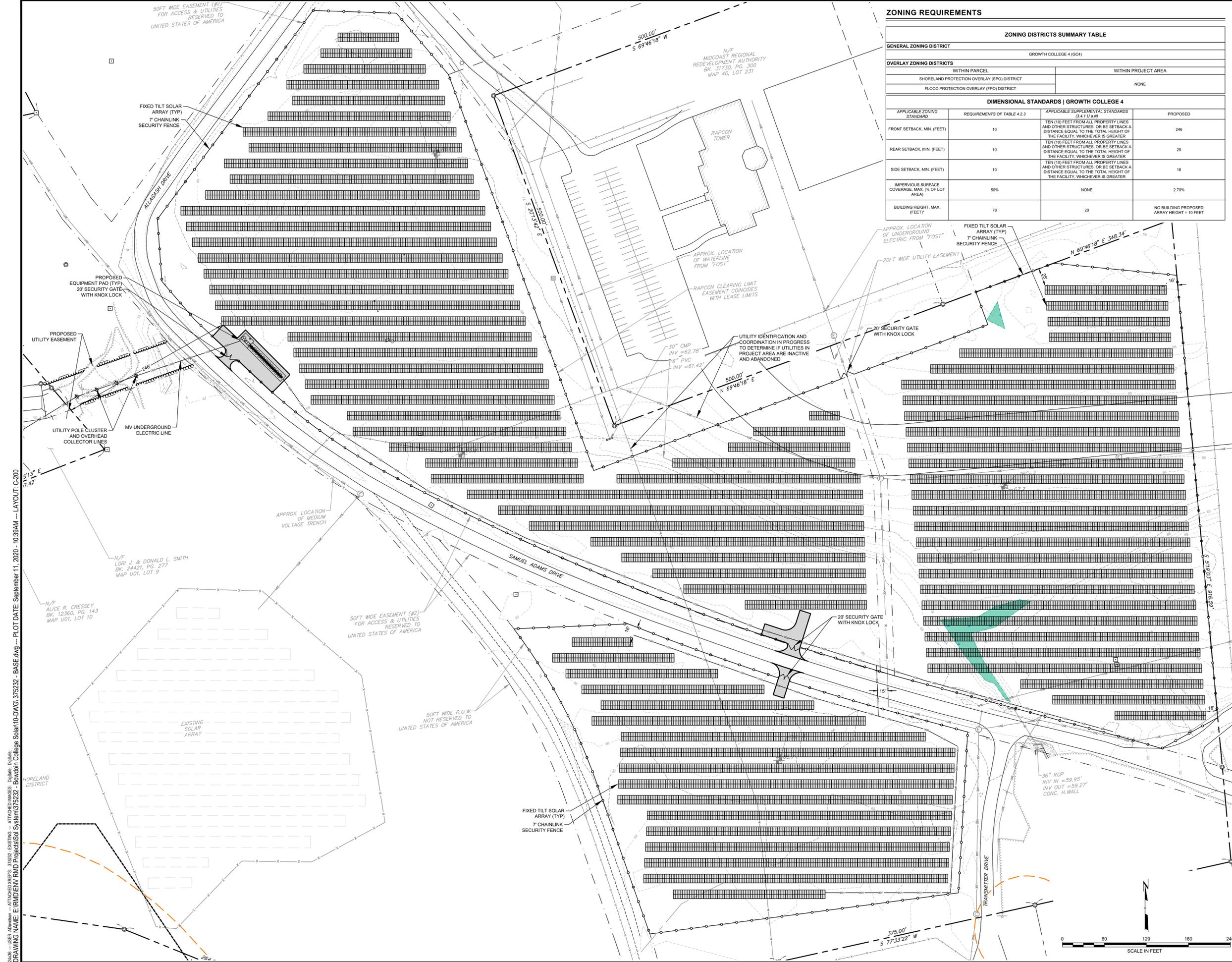
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NOT FOR CONSTRUCTION



SEAL:	PROFESSIONAL ENGINEER:		
	DATE:		
		REVISION	APPD.
PROJECT:	SOL SYSTEMS - BOWDOIN COLLEGE SOLAR PROPOSED SOLAR ARRAY SAMUEL ADAMS DR, BRUNSWICK, ME		
TITLE:	SKETCH PLAN: EXISTING CONDITIONS		
DRAWN BY:	TRC/TND	PROJ. NO.:	375232
CHECKED BY:	ASW		
APPROVED BY:	TND		C-100
DATE:	AUGUST 2020		
		14 Gabriel Drive Augusta, ME 04330 Phone: 207.620.3800 www.trcsolutions.com	
FILE NO.:	375232 - EXISTING.dwg		

2408 - USER: TNDM - ATTACHED: REFERS - ATTACHED: IMAGES - DWSK
 DRAWING NAME: I:\Augusta-1\Environmental\RM\DWG\ENY RMD Projects\Sol System\375232 - Existing.dwg -- PLOT DATE: September 08, 2020 - 2:51PM -- LAYOUT: C-100
 Version: 2017-02-21





ZONING REQUIREMENTS

ZONING DISTRICTS SUMMARY TABLE			
GENERAL ZONING DISTRICT		GROWTH COLLEGE 4 (GC4)	
OVERLAY ZONING DISTRICTS			
WITHIN PARCEL		WITHIN PROJECT AREA	
SHORELAND PROTECTION OVERLAY (SPO) DISTRICT		NONE	
FLOOD PROTECTION OVERLAY (FPO) DISTRICT		NONE	
DIMENSIONAL STANDARDS | GROWTH COLLEGE 4			
APPLICABLE ZONING STANDARD	REQUIREMENTS OF TABLE 4.2.3	APPLICABLE SUPPLEMENTAL STANDARDS (S.4.1.4.A.1)	PROPOSED
FRONT SETBACK, MIN. (FEET)	10	TEN (10) FEET FROM ALL PROPERTY LINES AND OTHER STRUCTURES, OR BE SETBACK A DISTANCE EQUAL TO THE TOTAL HEIGHT OF THE FACILITY, WHICHEVER IS GREATER	246
REAR SETBACK, MIN. (FEET)	10	TEN (10) FEET FROM ALL PROPERTY LINES AND OTHER STRUCTURES, OR BE SETBACK A DISTANCE EQUAL TO THE TOTAL HEIGHT OF THE FACILITY, WHICHEVER IS GREATER	25
SIDE SETBACK, MIN. (FEET)	10	TEN (10) FEET FROM ALL PROPERTY LINES AND OTHER STRUCTURES, OR BE SETBACK A DISTANCE EQUAL TO THE TOTAL HEIGHT OF THE FACILITY, WHICHEVER IS GREATER	16
IMPERVIOUS SURFACE COVERAGE, MAX. (% OF LOT AREA)	50%	NONE	2.70%
BUILDING HEIGHT, MAX. (FEET)	70	20	NO BUILDING PROPOSED ARRAY HEIGHT = 10 FEET

LEGEND

- SURVEYED PROPERTY BOUNDARY
- APPROXIMATE ABUTTING PROPERTY BOUNDARY
- RIGHT-OF-WAY LINE
- TIE LINE
- EASEMENT
- MONUMENT
- IRON PIPE/ROD
- SURVEY CONTROL
- TRC-1 GEOTECHNICAL BORING LOCATION & ID
- EXISTING EDGE OF PAVEMENT/CONCRETE
- EXISTING EDGE OF GRAVEL
- EXISTING FENCE
- EXISTING OVERHEAD ELECTRIC & POLES
- EXISTING UNDERGROUND ELECTRIC & MANHOLE
- EXISTING WATERLINE
- EXISTING GAS LINE
- EXISTING STORMDRAIN
- EXISTING CONIFER TREE
- EXISTING DECIDUOUS TREE
- EXISTING BUILDING
- 70 EXISTING MAJOR CONTOUR
- 68 EXISTING MINOR CONTOUR
- EXISTING SPOT ELEVATION
- EXISTING TREES AND/OR BRUSH
- DELINEATED WETLAND
- LIMIT OF FEMA 100-YR FLOODPLAIN & FPO DISTRICT
- LIMIT OF SHORELAND PROTECTION OVERLAY DISTRICT
- PROPOSED GRAVEL ACCESS/PAD
- 602 PROPOSED MINOR CONTOUR
- 600 PROPOSED MAJOR CONTOUR
- PROPOSED TREE LINE
- PROPOSED CHAIN LINK FENCE
- PROPOSED OVERHEAD ELECTRIC LINE AND POLE
- PROPOSED MV UNDERGROUND ELECTRIC LINE
- PROPOSED FIXED-TILT ARRAY RACKING

NOTES

- BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON ON-THE-GROUND FIELD SURVEY COMPLETED BY NORTHERN SURVEY ENGINEERING, LLC IN MAY, 2020. THE PROJECT HORIZONTAL DATUM IS MAINE STATE PLANE COORDINATE SYSTEM, WEST ZONE, 1882+AD83, US SURVEY FEET. ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (MAVD88), BASED ON GPS OBSERVATIONS.
- UTILITY INFORMATION DEPICTED IS COMPILED USING PHYSICAL SURFACE EVIDENCE LOCATED IN THE FIELD IN CONJUNCTION WITH ANY RECORD INFORMATION AVAILABLE AT THE TIME OF THE FIELD SURVEY COMPLETED BY NORTHERN SURVEY ENGINEERING, LLC IN MAY OF 2020, AND MAY NOT NECESSARILY REPRESENT ALL EXISTING UTILITIES. THEREFORE ALL UTILITY LOCATIONS SHOULD BE CONSIDERED AS APPROXIMATE AND BE VERIFIED BY THE CONTRACTOR. DIGSAFE SHALL BE NOTIFIED A MINIMUM OF 72-HOURS PRIOR TO COMMENCING ANY EXCAVATION. FULL UTILITY COORDINATION WITH NON-MEMBER UTILITIES AND USE OF GROUND-PENETRATING-RADAR TO LOCATE UTILITIES SHOULD BE PERFORMED AS NECESSARY.
- WETLAND DELINEATION WAS PERFORMED BY TRC IN APRIL OF 2020 AND LOCATED USING MAPPING GRADE GPS UNITS.

PERMITTING
NOT FOR CONSTRUCTION



SEAL:		PROFESSIONAL ENGINEER:	
DATE:			
NO.	BY	DATE	REVISION
PROJECT: SOL SYSTEMS - BOWDOIN COLLEGE SOLAR PROPOSED SOLAR ARRAY SAMUEL ADAMS DR, BRUNSWICK, ME			
TITLE: SKETCH PLAN: PROPOSED DEVELOPMENT			
DRAWN BY:	TRC/TND	PROJ. NO.:	375232
CHECKED BY:	ASW		
APPROVED BY:	TND		C-200
DATE:	SEPTEMBER 2020		
		14 Gabriel Drive Augusta, ME 04330 Phone: 207.620.3800 www.trcsolutions.com	
FILE NO.:		375232 - BASE.dwg	

2426 - USER:ADW/epj - ATTACHED:RES: 375232 - EXISTING - ATTACHED:IMAGES: Dwg:DWG
 DRAWING NAME: E:\RMD\ENV RMD Projects\Sol System\375232 - Bowdoin College Solar\10-DWG\375232 - BASE.dwg --- PLOT DATE: September 11, 2020 - 10:39AM --- LAYOUT: C-200
 Version: 2017-02-21

Attachment 4 Project Narrative

Project Narrative

Location: 14 Transmitter Drive
Parcel # 40-90
Zoning District: GC4

PROJECT DESCRIPTION

The proposed Project is an approximately 6.4 MW-DC ground mounted photovoltaic solar project located on land formally occupied by the Brunswick Naval Air Station and now owned by Bowdoin College. The proposed development site is adjacent to west side of the Brunswick Executive Airport on Parcel # 40-90 (Brunswick Tax Map) in the Growth College 4 zoning district. The Project area will occupy about 19 acres of the 114.80 acre lot. The area abuts the former Navy air traffic control tower. A portion of the proposed Project area had been developed and used by the Navy for an obstacle training course and those structures were removed from the site in 2015. There is an existing solar array, constructed in 2014, located on 3 acres on the same lot to the south of the proposed Project site. The remaining acreage is mostly undeveloped.

The Applicant, SCS Harpswell 012903 Brunswick, LLC (“SCS”), will construct, install, own and operate the solar electric generating system. Physical improvements include clearing and grading where required, construction of a perimeter security fence, installation of racking structures, solar panels, underground electrical conduits, necessary switchgear, and interconnection improvements. The system will be comprised of approximately 17,000 solar panel modules mounted on a racking structure supported by steel piles. Design of the racking structures and panels will meet the applicable dimensional and density standards (height, setbacks, impervious coverage) of the Brunswick Zoning Ordinance. The solar installation will connect with the electric grid via an interconnection line to CMP poles at Bickford Street. A draft site plan showing the proposed configuration is included with this application.

This partnership between SCS and Bowdoin creates a Project that provides clean, needed, renewable electricity in Maine. The Project also brings Bowdoin closer to its goal of offsetting the College's electricity use with 100 percent Maine-based renewable energy and supports Bowdoin's ongoing commitment to reduce the College's carbon footprint.

Summary of Construction Procedures

Construction work will include installation of erosion and sediment control features (staked silt fence and or staked strawbales) on the perimeter of site and along identified wetland edges where needed to ensure sediments from disturbed areas are not transported into wetlands or offsite during construction. After sediment control features are installed, the land will be cleared of woody vegetation, graded where necessary, and then the security fence, pile supports, racking structure, panels, underground conduits and switchgear will be installed. The site will be stabilized and reseeded as soon as possible after disturbance. Detailed construction

procedures, erosion and sedimentation control features and mitigation measures to minimize impacts to environmental resources will be provided as part of the Final Plan Major Development Review filing, inclusive of feedback provided on this Sketch Plan filing.

Stormwater

Stormwater will be controlled to ensure compliance with Maine's Stormwater Management Standards and Section 4.5.4 – Stormwater Management of the Brunswick Zoning Ordinance. The Project's design will be completed to ensure that the existing stormwater management conveyances and downgradient abutting properties will not be adversely affected by the proposed development. SCS will be filing for a Stormwater Permit by Rule and will provide further information to the Town on the Project's stormwater design to support the development application. As currently proposed, the Project will result in less than 0.25-acres of new impervious area; however, if proposed impervious area is equal to or exceeds 0.25-acres than stormwater treatment will be provided in accordance with Table 4.5.4.C of Brunswick's Zoning Ordinance. Proposed impervious surfaces will be limited to small concrete equipment pads and gravel access drives associated with each of the sub-array areas. In general, the site is moderately sloped and existing topography is within slope tolerances of array racking, meaning that only minimal localized grading will be needed. The geotechnical investigation performed in the Project area revealed site soils are primarily well-draining sands to a depth of approximately 14 feet below ground surface. Given the soils are sandy (e.g. site contains Deerfield loamy fine sand, 3 to 8 percent slopes (Moderately well drained) and Windsor loamy sand, 0 to 8 percent slopes (Excessively drained)), rainfall will be absorbed into the soils. Finally, the site itself will be reseeded and covered with vegetation, with very little impervious areas added and thus we do not expect significant challenges developing a design that meets applicable stormwater standards. TRC will provide a written stormwater management plan with supporting calculations and technical details as needed to ensure stormwater is addressed adequately. The site is not located in a Floodplain and as such there are no issues with floodplain storage or applicable construction requirements for building in a floodplain.

Consultation with Maine Natural Areas Program and the Maine Inland Fish and Wildlife Program

On behalf of SCS, TRC consulted the Maine Natural Areas Program (MNAP) and the Maine Department of Inland Fisheries and Wildlife (MDIFW) to search their records for the presence of rare or unique botanical features, and information for known locations of Endangered or Threatened (T&E), and Special Concern species; designated Essential and Significant Wildlife Habitats; and inland fisheries habitat concerns, respectively. MNAP identified the Project area as being within a mapped and rare natural community with an occurrence of a State Endangered rare plant, and the MDIFW identified the potential for two rare songbirds. MDIFW also noted the potential presence of state-listed bat species, and potential Significant Vernal Pools and Streams.

MDIFW

With respect to the rare song bird potential, per the recommendation of MDIFW, we conducted a study to assess the presence of the State Threatened Upland Sandpiper (*Bartramia longicauda*) and the State Endangered Grasshopper Sparrow (*Ammodramus savannarum*). The avian assessment was conducted in June 2020, in accordance with a scope provided by MDIFW and found no state-listed T&E species on site. The study found two species of Special Concern: Prairie Warbler (*Setophaga discolor*) and Eastern Towhee (*Pipilo erythrophthalmus*), using open grassland/shrubby areas, and one Black-and-White Warbler (*Mniotilta varia*), also Special Concern, was documented using forest/forest edges.

While no formal survey was conducted, bats were not observed on site and TRC field scientists surveyed for areas of rock talus or piles greater than 1000 square feet (e.g. bat rock nesting sites), as recommended by the MDIFW, and found none. In addition, during the field surveys by TRC wetland scientists, no vernal pools were identified, and no streams were identified.

MNAP

According to MNAP, a large portion of the site includes area mapped as the rare natural community *Sandplain Grassland* (Little Bluestem – Blueberry Sandplain Grassland) which is rated as quality “C”, or “fair”, with “A” being excellent, and “B” being good. In addition, an occurrence of the State Endangered rare plant Clothed Sedge is mapped on the MNAP database. TRC met with MNAP on June 22, 2020 on site, and conducted a site walk of the Project area to assess the presence of Clothed Sedge. While MNAP did not confirm the presence of Clothed Sedge, they did identify three possible areas of a potential rare plant that is currently being confirmed by MNAP. TRC is awaiting confirmation from MNAP, regarding positive species identification, and subsequent recommendations on habitat and rare plant impact minimization.

Other Natural Resources

Regarding other natural features, the Project Survey Area was once part of an active Naval Air Base and remnants of its previous use remain on the site including fencing and a runway strip in the north part of the Project site. Approximately 8.7 acres of the site will require clearing and grubbing with instances of isolated tree removal throughout the remainder of the array area. The wooded areas of the site are primarily white pine (*Pinus strobus*) with a mix of secondary species. Other species present include quaking aspen (*Populus tremuloides*), northern red oak (*Quercus rubra*), red maple (*Acer rubrum*), and gray birch (*Betula populifolia*). There are also a small number of pitch pine (*Pinus rigida*) located on the south east side of northern most Project Survey Area, just south of the old section of runway. Please note that this is not a Pitch Pine natural community identified by MNAP.

The site has two small wetland pockets. Given the small size of the site, one of these wetland areas will be impacted to provide necessary space for generating capacity to keep the Project economically viable. We expect total wetlands impacts on the Project to be less than 4300 SF

and thus a state wetlands permit will not be required. SCS will obtain the required wetland approvals, which will include authorization from the U.S. Army Corps of Engineers under the Clean Water Act. No vernal pools or streams were identified on site.

Zoning

The site is located on land zoned as "Growth College 4" (GC4) under Section 2.13(D) of the Brunswick Zoning Ordinance. The Growth College 4 (GC4) District:

"provides for the redevelopment of lands on the west side of the former Brunswick Naval Air Station (BNAS) conveyed to Bowdoin College. The District is intended to accommodate residential and non-residential college-related uses consistent with the BNAS Reuse Master Plan and conveyance documents. Supplemental neighborhood protection standards are in place to increase compatibility with residential uses near and adjacent to the District."

Renewable energy generating facilities as a principle use (which includes solar facilities) are "permitted" under the ordinance per Section 3.2 Permitted Use Table for Growth Area Zoning Districts subject to conditions at 3.4.1.U.

The requirements of Section 3.4.1.U for large scale solar projects are provided below followed by information on compliance with these requirements:

Maximum Height: Ground mounted large-scale solar energy collection facilities shall not exceed 20 feet in height, measured from the ground level to the highest point of the facility.

The maximum height of the solar arrays is 8 feet.

Setbacks: Ground-mounted large-scale solar energy collection facilities shall be located a minimum of ten (10) feet from all property lines and other structures, or be setback a distance equal to the total height of the facility, whichever is greater. Additional setbacks may be required to mitigate visual and functional impacts.

The facility will have a 10 foot setback from the fence line, which is located on the property line in some areas and offset in others. The distance to the closest residential structure is approximately 230 feet to the west.

Ground mounted large-scale solar energy collection facilities shall be screened from view from each abutting public right-of-way in accordance with Subsection 4.6.4 (Landscaping Buffers). All ancillary structures shall comply with all applicable zoning district dimensional standards.

The facility is screened from residential areas to the west via a natural forested buffer and should not require landscaping or other additional screening methods.

Site lighting shall comply with Sections 4.10 (Outdoor Lighting) and 4.12 (Neighborhood Protection).

No lighting is proposed.

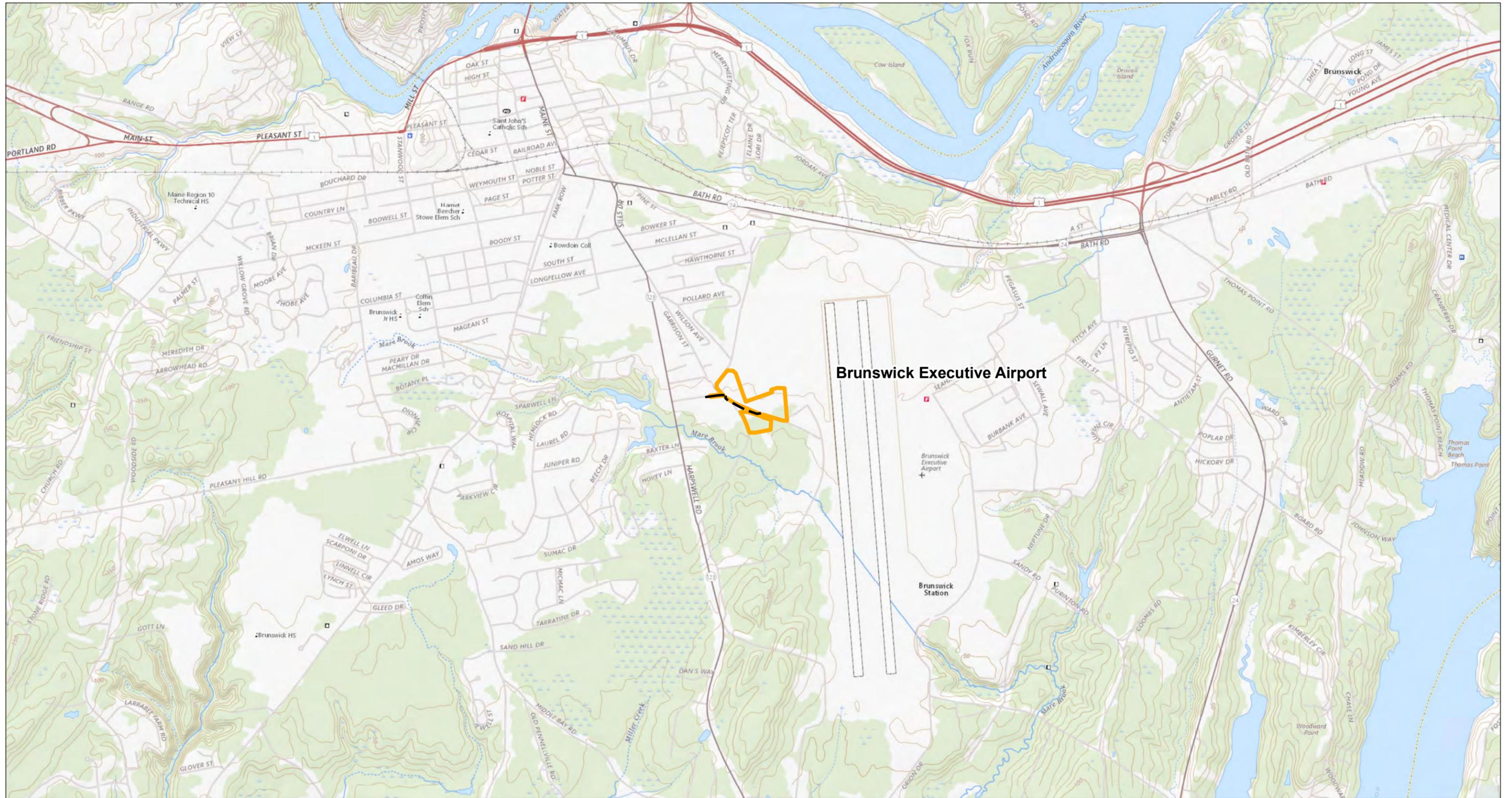
Compliance with Setbacks

The facility layout complies with required setbacks for solar arrays in growth areas per the zoning code, which states: *Setbacks: Ground-mounted large-scale solar energy collection facilities shall be located a minimum of ten (10) feet from all property lines and other structures, or be setback a distance equal to the total height of the facility, whichever is greater.* The maximum height of the panels will be around 8 feet, meaning that the 10 foot setback will govern.

Visual Impacts and Noise

The site is separated from residential areas by a forested buffer, which, along with the very low height of the facility (approximately 8 feet high), will minimize visual impacts. The electrical equipment will generate very low levels of noise during daytime hours. Such noise should not be audible from residences in the area. No water and sewer are proposed at the site. Once constructed, the Project will have no impact on utilities or other public services of the Town of Brunswick, cause no traffic, noise, and result in minimal environmental impacts.

Attachment 5 Supporting Figures

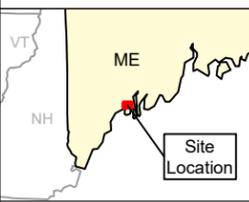
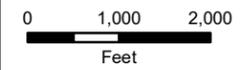


- Proposed Overhead Wire
- Proposed Underground Wire
- Proposed Project Area

**PROJECT FEATURE LOCATIONS ARE ESTIMATED
SEE ENGINEERING DRAWINGS FOR EXACT LOCATIONS**

DRAFT

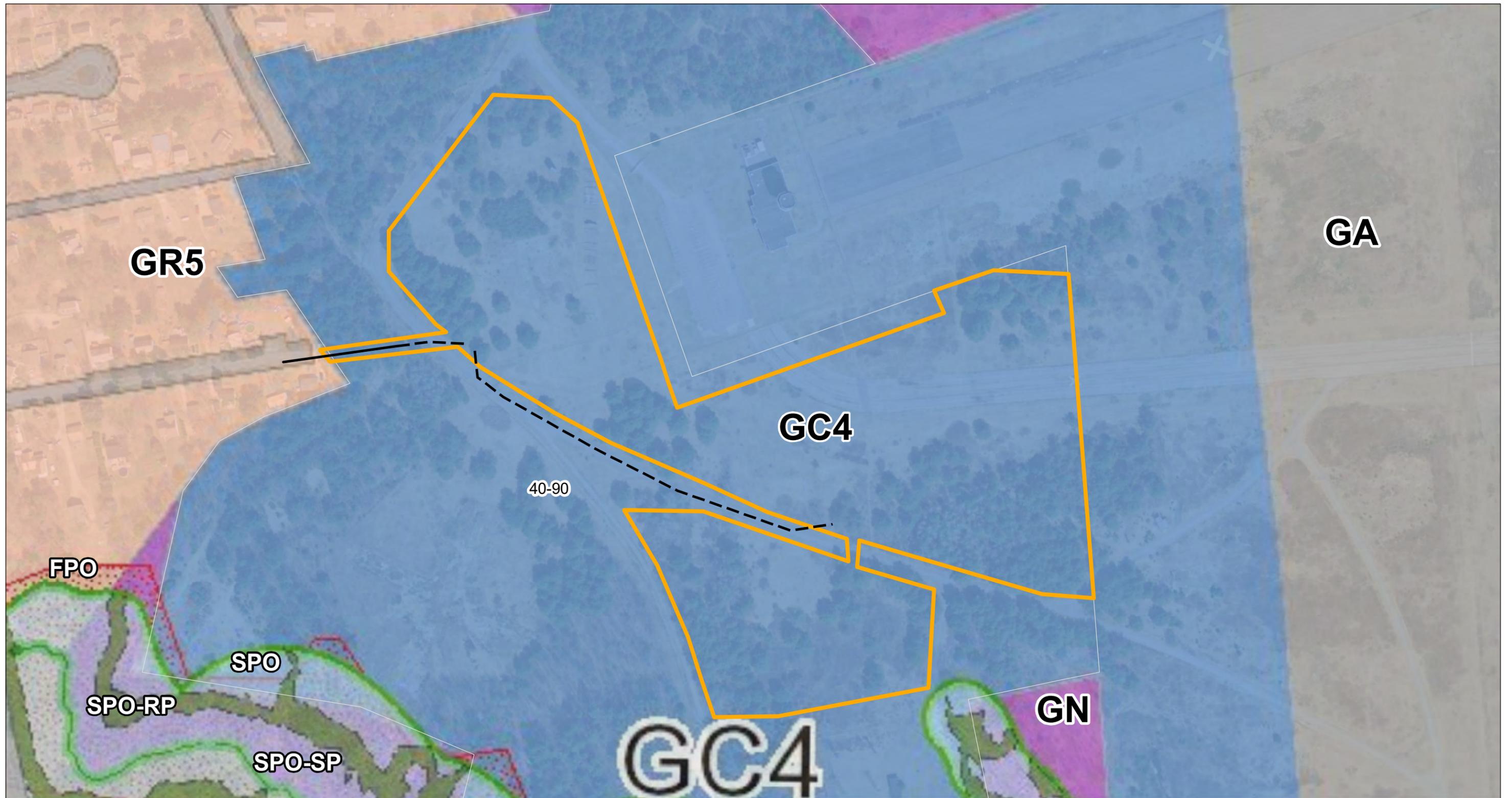
Data Sources: SOL Systems, MaineGIS
Base Map: TNM/USGS TOPO



Wannalancit Mills
650 Suffolk Street
Lowell, MA 01854
(978) 970-5600

**USGS MAP
BOWDOIN COLLEGE
BRUNSWICK, ME**

FIGURE 1 FEB 2020

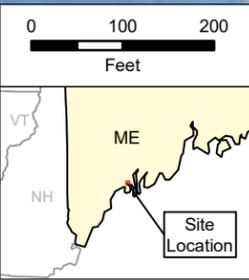


- Proposed Overhead Wire
- - - Proposed Underground Wire
- ▭ Proposed Project Area
- ▭ Parcels
- ▭ Special Flood Hazard Area (FEMA)
- ▭ SPO-SP (Stream Protection Subdistrict)
- ▭ SPO-SP (Shoreland Protection Overlay)
- ▭ SPO-RP (2 Acre, 20% Steep Slope)
- ▭ Growth College 4, GC4
- ▭ Growth Residential 5, GR5
- ▭ Growth Natural Resources, GN

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**PROJECT FEATURE LOCATIONS ARE ESTIMATED
SEE ENGINEERING DRAWINGS FOR EXACT LOCATIONS**

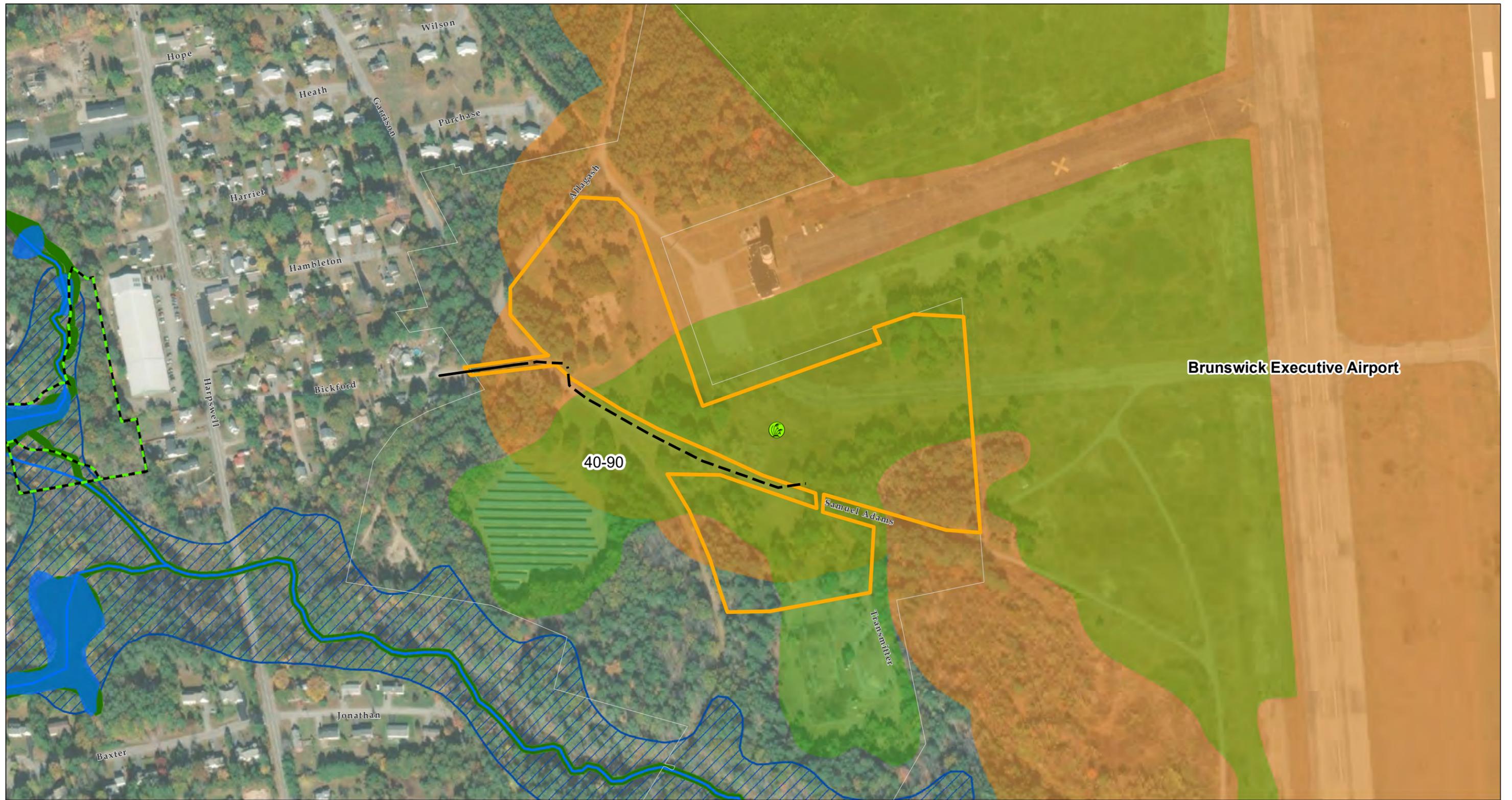
Data Sources: SOL Systems, MaineGIS
Base Map: ESRI Aerial (Clarity)



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**ZONING
BOWDOIN COLLEGE
BRUNSWICK, ME**

FIGURE 2 FEB 2020

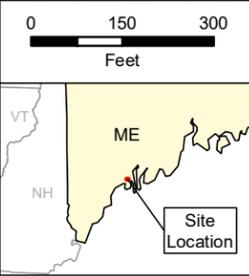


- | | | | |
|---------------------------------|----------------------|---|------------------------------------|
| — Proposed Overhead Wire | ■ NHD Waterbody | Not in Map Extent | ■ Hazardous Waste Remediation Site |
| - - - Proposed Underground Wire | ■ NWI | ■ PIPL/LETE Habitat | ● Vernal Pool |
| ▭ Proposed Project Area | ▨ Flood Zone | ■ aquifers | |
| ▭ Parcels | ▭ Conservation Land | ▭ Significant Vernal Pool | |
| ■ Maine RTE Wildlife | ▭ Stream (NHD) | ▭ Deer Wintering Area | |
| ■ Sandplain Grassland | ● State Listed Plant | ▭ National Register of Historic Places Polygons | |
| | | ● National Register of Historic Places Points | |

DRAFT

**PROJECT FEATURE LOCATIONS ARE ESTIMATED
SEE ENGINEERING DRAWINGS FOR EXACT LOCATIONS**

Data Sources: SOL Systems, MaineGIS
Base Map: ESRI Aerial (Clarity)



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**ENVIRONMENTAL RESOURCES
BOWDOIN COLLEGE
BRUNSWICK, ME**

FIGURE 2 | JULY 2020

Attachment 6
License Agreement (Documentation of Right, Title and Interest)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "**License Agreement**") is made and entered into this 12 day of June, 2020, (the "**Effective Date**") by and between Bowdoin College, a Maine non-profit corporation, whose address is 5600 College Station, Brunswick ME 04011-8447 ("**Licensor**"), and SCS Harpswell 012903 Brunswick, LLC, a Delaware limited liability company, whose address is 1101 Connecticut Avenue, 2nd Floor, Washington, DC 20036 ("**Licensee**"). In this License Agreement, Licensor and Licensee are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

- A. Licensor is the owner of certain real property located in the Town of Brunswick, County of Cumberland, State of Maine, located approximately as shown on Exhibit A attached to this License Agreement and incorporated herein by reference ("**Premises**"), and being a portion of the land conveyed to Licensor by Quitclaim Deed from the United States of America, acting through the Secretary of Education dated April 11, 2013 and recorded in the Cumberland County Registry of Deeds in Book 30633, Page 53 (the "**USA Deed**").
- B. Licensor and Licensee have entered into a certain Net Energy Billing Credits Agreement dated the Effective Date between Licensee as Seller and Licensor as Buyer (the "**Agreement**") under which Licensee is selling to Licensor net energy billing credits generated by the System described below. The Agreement is for a term beginning on the Effective Date and ending on the twenty (20) year anniversary of the Commercial Operations Date (as defined therein) (such term, as it may be extended or earlier terminated, the "**Agreement Term**"). Capitalized words used but not defined herein shall have the meanings given to such terms in the Agreement.
- C. Pursuant to the Agreement, subject to certain contingencies, Licensee will construct and install on the Premises a photovoltaic electric generating system consisting of racking foundations, racking systems, solar panel modules and related wiring, conduits, combiner boxes, fuses, transformers, monitoring equipment and any storm water management structures that may be required by the applicable governmental permits and approvals, all as shown on final design plans to be submitted to and approved by Licensor in accordance with the terms of this License Agreement (collectively, the "**System**") and such above ground and underground generator lead transmission line(s) as may be necessary to connect the System to the Central Maine Power Company distribution system at a point of interconnection located on Harpswell Road (the "**Generator Lead Line**"). The land on which the Generator Lead Line is located that is a part of the Licensor's land described in the USA Deed shall be deemed to be included in the Premises.
- D. The parties acknowledge that the location of the System and Generator Lead Line shown on Exhibit A attached to this License Agreement, as well as access to same over existing roads, are subject to changes that may be proposed by either Party or required in connection with the obtaining of System Permits, or with Licensee's review of encumbrances affecting the Premises, which changes shall be shown on final design plans to be submitted to and approved by Licensor in accordance with the terms of this License Agreement. After the System and the Generator Lead Line have been installed pursuant to such final design

plans, the Premises shall consist of the land areas occupied thereby and all other portions of the land described in the USA Deed shall not be encumbered by this License Agreement, except for the right of Licensee to use certain roads thereon in common with Licensor and others for the purpose of access to the Premises.

Licensor and Licensee agree as follows:

1. **Grant of License.** Licensor hereby grants to Licensee a non-exclusive license over the Premises (the “**License**”) pursuant to which Licensee, its agents, employees and contractors shall have access to, on, over, under and across the Premises for the purposes of (a) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System and the portion of the Generator Lead Line located on land owned by Licensor; (b) performing all of Licensee’s obligations and enforcing all of Licensee’s rights set forth in the Agreement; and (c) unobstructed access to the sunlight available to the Premises. Without waiving any rights of Licensee to complete its review of encumbrances affecting the Premises in connection with Licensee’s efforts to obtain all third party approvals and agreements necessary to successfully finance and commence installation of the System to Licensee’s reasonable satisfaction in accordance with the Agreement and this License Agreement, Licensee acknowledges that this License is granted subject to the following prior encumbrances (collectively, the “**Prior Encumbrances**”):
 - i. Agreement Granting Reciprocal Easements for Ingress and Egress, General Access and Utility Service” between Midcoast Regional Redevelopment Authority (“**MRRA**”) and the United States of America, acting by and through the Secretary of the Navy, dated March 28, 2011 and recorded in Cumberland County Registry of Deeds in Book 28607, Page 205 (the “**Reciprocal Easement**”);
 - ii. Easement rights of MRRA under the Reciprocal Easement with respect to the electric, water and sewer utility systems that were transferred to MRRA by the United States of America, as such systems have been or may be modified from time to time;
 - iii. Easements reserved by the United States of America as set forth in Paragraph 4 c), Paragraph 4 f), and Paragraph 4 g) of the USA Deed and including the rights of Maine Natural Gas Corporation or its successors to maintain the underground gas line that is located within a portion of Easement #2 described in said Paragraph 4 g) of the USA Deed;
 - iv. Condition Subsequent (5) as set forth in Paragraph 6 of the USA Deed;
 - v. Covenants regarding environmental matters, groundwater use restriction, asbestos, groundwater monitoring wells, historic preservations and archeological matters, FAA clearance of proposed construction and other matters as set forth in Paragraphs 21 through 31 of the USA Deed; and
 - vi. Access Agreement among Licensor, MRRA and the Town of Brunswick, Maine dated March 27, 2013 and recorded in Cumberland County Registry of Deeds in Book 30633, Page 94 (as it may be amended from time to time, the “**Access Agreement**”).

Licensee will not do anything on the Premises or other portions of the land described in the USA Deed that may result in a violation of any of the Prior Encumbrances or interfere with the rights of any other parties thereunder. Licensee will provide any information and take any actions that may be requested by Licensor in connection with the observance or performance of the obligations of Licensor under any of the Prior Encumbrances.

Licensor understands that unobstructed access to sunlight (“**Insolation**”) is essential to Licensee’s performance of its obligations under the Agreement and a material term of this License Agreement. Licensor shall not in any way cause and, where possible, shall not in any way permit any material interference with the System’s Insolation. If Licensor becomes aware of any activity or condition that could materially diminish the Insolation of the System, Licensor shall promptly notify Licensee and shall cooperate with Licensee in preserving the System’s existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Licensee, that such injury may not be adequately compensated by an award of money damages, and that Licensee is entitled to seek specific enforcement of this Section 1 against Licensor.

2. **Term.** The License shall be for a term beginning on the Effective Date and ending simultaneously with the end of the Agreement Term (the “**License Term**”). If Licensee is obligated to remove the System and restore the Premises pursuant to Section 8 hereof, the License Term shall be extended for up to ninety (90) days after the end of the Agreement Term for the sole purpose of allowing Licensee to enter the Premises to perform its obligations under said Section 8.

- 
4. **Taxes.** Licensee shall either pay or reimburse Licensor for any personal property or real property taxes levied or assessed on the System or the Generator Lead Line. If Licensor is assessed any personal or real property taxes related to the existence of the System the Generator Lead Line at the Premises, Licensor shall immediately notify Licensee. Licensee and Licensor shall cooperate in contesting any such assessment; provided, however, that Licensor shall pay such taxes to avoid any penalties or interest on such taxes, subject to reimbursement by Licensee. If, after resolution of the matter, such tax is imposed upon Licensor related to the improvement of real property resulting from the existence of the System at the Premises, Licensee shall reimburse Licensor for such tax without delay.

5. **Permits and Approvals.** Licensee, with Licensor's reasonable cooperation, shall use commercially reasonable efforts, at its sole cost and expense, to obtain any zoning, land use and building permits required to construct, install and operate the System and the Generator Lead Line (collectively the "**System Permits**"). Licensee shall provide Licensor with copies of any applications or requests for such permits and approvals prior to submitting such applications or requests to the affected entity and shall not submit such applications or requests without the consent of Licensor, which consent shall not be unreasonably withheld or delayed. Licensor shall cooperate with Licensee's reasonable requests to assist Licensee in obtaining such permits and approvals. Prior to the time that all System Permits have been issued that are necessary for construction of the System, and Licensee has provided written notice to Licensor that Licensee is proceeding with commencement of construction of the System, the right of Licensee to enter upon the Premises and the scope of the License granted hereunder shall be limited to the purposes of extracting soil samples, performing geotechnical tests, performing environmental assessments, surveying the Premises, and conducting such other tests, studies, inspections as may be required in connection with the applications for the System Permits and to prepare for the construction of the System. In the event that the License Term ends prior to the construction the System, the Premises shall be returned to its original condition prior to any such tests or inspections.

6. **System Construction, Repair and Maintenance.** Promptly after all System Permits have been issued Licensee shall undertake and diligently pursue commercially reasonable efforts to construct and install the System and the Generator Lead Line at the Premises in compliance with the System Permits and all Applicable Legal Requirements, including OSHA guidelines. During the License Term, Licensee will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Licensor's negligence, willful misconduct or breach of this License Agreement or the Agreement. Licensee shall enter into contracts with financially strong contractors that are experienced with similar projects to perform such construction work (and also the System removal work described below, where applicable) on behalf of the Licensee, and shall provide Licensor with the names of all such contractors. Licensor shall provide Licensee with a copy of any rules relating to the use of the roads under the Access Agreement and Licensee shall cause its contractors to comply with such rules. Licensee shall provide Licensor a copy of any rules and restrictions relating to the access to the portions of the Premises that are within any fences installed by Licensee and Licensor shall ensure employees, contractors and affiliates of Licensor comply with such rules and restrictions to ensure the health and safety of any individual accessing the site and quiet enjoyment of Licensee.

7. **Liens and Payment of Contractors and Suppliers.** Licensee shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Licensee under this License Agreement or the Agreement and shall keep the Premises free and clear of any liens related to such charges. Licensee shall indemnify Licensor for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Premises in connection with such charges; provided, however, that Licensee shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable

assurances of payment that either remove such lien from title to the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Premises.

8. **Removal of System.** Upon the expiration or earlier termination of the Agreement Term, if the Licensor has not purchased the System from Licensee pursuant to Section 3.6 of the Agreement, Licensee shall, at its expense, remove all of its tangible property comprising the System from the Premises on a mutually convenient date, but in no event later than ninety (90) days after the expiration of the Agreement Term. Excluding ordinary wear and tear, Licensee shall restore the Premises to its original condition including the removal of System mounting pads or other support structures and other removal or restoration actions as may be required by the System Permits. All such removal work shall be done in compliance with the System Permits and all Applicable Legal Requirements, including OSHA guidelines and any applicable permits or government approvals. Licensee shall leave the Premises in neat and clean order. If Licensee fails to remove or commence substantial efforts to remove the System by such agreed upon date, Licensor shall have the right, at its option, to remove the System and restore the Premises to its original condition (other than ordinary wear and tear) at Licensee's cost. The removal and restoration obligations of the Licensee under this paragraph shall be secured by one or more of forms of security described below which shall be in an aggregate amount equal to 120% of the estimated removal costs as set forth in a written estimate from an engineering or contracting firm selected by Licensee and approved by Licensor, acting reasonably (the "**Security Amount**"). Such written estimate and such security shall be provided to Licensor no later than twenty four (24) months prior to the scheduled end of the term of the Agreement, or if the Agreement is terminated prior to such date, within thirty (30) days after notice of such termination (the "**Security Due Date**"). If Licensee fails to provide such written estimate when required then Licensor may engage an engineering or contracting firm to provide such estimate which will be used to determine the Security Amount. If any applicable governmental authority requires removal security for removal of the System pursuant to any applicable permit or government approval (a "**Governmental Decommissioning Bond Obligation**"), then, (x) Licensee shall comply with such obligations at no additional cost to Licensor, (y) Licensee shall take commercially reasonable efforts to make Licensor an additional named insured or named beneficiary thereunder, provided such governmental entity consents to such designation, to secure Licensee's System removal obligations as set forth in this License Agreement, and (z) the amount of such Governmental Decommissioning Bond Obligation shall be counted as providing some or all of the Security Amount required hereunder. To the extent that the amount of any applicable Governmental Decommissioning Bond Obligation is less than the Security Amount, Licensee shall deliver to Licensor, on or before the Security Due Date, such additional security in the form of a cash security deposit or an additional decommissioning bond naming Licensor an additional named insured or named beneficiary thereunder in form reasonably satisfactory to Licensor (a "**Decommissioning Bond**") in the amount needed so that the aggregate amount of such cash security deposit, Decommissioning Bond and Governmental Decommissioning Bond Obligation shall equal the Security Amount. Licensor shall have the right to apply any such cash security deposit and/or exercise its rights under any such bond to the extent that Licensee shall have

otherwise failed to perform its obligations hereunder. The Decommissioning Bond and any cash security deposit or any unapplied balance thereof, shall be returned to Licensee within two (2) months after the removal and restoration work has been completed, provided that if Licensor purchases the System such that Licensee does not have any removal obligations under this Section 8 then the Decommissioning Bond or any cash security deposit held by Licensor shall be returned simultaneously with the closing of the purchase of the System.

9. **Risk of Loss and Casualty Damage.** Licensee shall have the risk of loss of the System and any underground wires including the Generator Lead Line by reason, casualty, vandalism, aviation accident or any other cause other than by Licensor's gross negligence or willful misconduct, it being acknowledged that Licensor has no obligation to provide any form of security services related to the Premises and that it is Licensee's sole determination as to whether to install fencing or other security systems relating thereto. If the System is damaged or destroyed Licensee shall promptly make commercially reasonable efforts to repair and restore the System to its pre-existing condition; *provided, however,* that if more than fifty percent (50%) of the System is destroyed eighteen (18) years after the Commercial Operations Date or thereafter, Licensee shall not be required to restore the System, but may instead terminate this License Agreement and the Agreement, unless Licensor agrees (A) to pay for the amount by which the cost of such restoration of the System exceeds the proceeds of insurance as required under Section 10 or (B) to purchase the System "AS-IS" at the then present fair market value of the System in such condition, determined as provided in Section 3.7 of the Agreement. If Licensee has the right to terminate under the prior sentence but decides not to exercise such right then Licensor may elect to so terminate this License Agreement and the Agreement if Licensee does not restore the System. If Licensee terminates the Agreement pursuant to this provision, its notice of termination shall be accompanied by the bond or cash security deposit needed to provide the Security Amount pursuant to Section 8 above if not previously provided.
10. **Insurance Coverage.** At all times during the License Term, Licensee and Licensor shall maintain the following insurance:

Licensee's Insurance. Licensee shall maintain (i) property insurance on the System and any underground wires including the Generator Lead Line for the replacement cost thereof, (ii) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (iii) to the extent that Licensee has employees, employer's liability insurance with coverage of at least \$1,000,000 each accident/ \$1,000,000 disease-each employee/ \$1,000,000 disease-policy limit, (iv) to the extent that Licensee has employees, workers' compensation insurance as required by law, (v) commercial auto liability with coverage of at least \$1,000,000 per occurrence for owned (if any), hired or non-owned vehicles, and (vi) umbrella or excess liability insurance with limits of not less than \$5,000,000.

Licensor's Insurance. Licensor shall maintain commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the Party not providing the insurance thirty (30) days (ten (10) days in the event of non-payment of premiums) written notice before the insurance is cancelled, or terminated, (ii) be written on an occurrence basis, (iii) name the other Party as an additional insured on a primary and non-contributing basis, and (iv) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other Party. Upon the other Party's request each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this License Agreement. Unless and to the extent that a claim is covered by an indemnity set forth in this License Agreement, each Party shall be responsible for the payment of its own deductibles.

Licensee shall also require that all contractors retained by Licensee for performing work on or in the vicinity of the Premises to maintain commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, commercial auto insurance with coverage of at least \$1,000,000 per occurrence for owned (if any), hired or non-owned vehicles, and workers' compensation insurance as required by law.

11. **Ownership of System.** Throughout the License Term, Licensee or its applicable investors shall be the legal and beneficial owner of the System at all times, and the System shall remain the personal property of Licensee or its applicable investors and shall not attach to or be deemed a part of, or fixture to, the Premises. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code and Licensee shall have the right to grant security interests in or otherwise transfer its personal property that is a part of the System in connection with the financing of the costs of the System, in accordance with Article X of the Agreement. Licensor shall have no ownership or other interest in the System, other than its rights to purchase the System under Section 3.6 of the Agreement or under Section 9 hereof. The System may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered by Licensor, but Licensor shall have the right to take any such actions (subject to this License) with respect to the Premises and the other land described in the USA Deed.
12. **Indemnification.** Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "**Indemnified Parties**"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from any third party actions from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of or default by, the Indemnifying Party (or its contractors, agents or employees) in connection with this License Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the

Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a “**Claim**”), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys’ fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 12 unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 12 for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party. The provisions of this Section 12 shall survive termination of this License Agreement. This Section 12 however, shall not apply to liability arising from any form of Hazardous Substances or other environmental contamination, such matters being addressed exclusively by Section 13.

13. **Hazardous Substances**. Licensee shall not use, dispose of or release Hazardous Substances on the Premises or nearby land owned by Licensor and shall operate, maintain and remove the System in full compliance with all Applicable Legal Requirements relating to Hazardous Substances. Licensee shall indemnify, defend and hold harmless all of Licensor Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above or below the Premises of any Hazardous Substance to the extent deposited, spilled or otherwise caused by Licensee or any of its contractors or agents. Licensor shall indemnify, defend and hold harmless all of Licensee’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above or below the Premises of any Hazardous Substance to the extent deposited, spilled or otherwise caused by Licensor or any of its contractors or agents after the date of recording of the USA Deed. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises or any deposit, spill or release of any Hazardous Substance and shall cooperate in connection with any actions by the United States government pursuant to paragraph 23 of the USA Deed.

“**Hazardous Substance**” means any chemical, waste or other substance (a) which now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety or welfare, (b) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (d) the storage, use,

handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (e) for which remediation or cleanup is required by any Governmental Authority. The provisions of this Section 13 shall survive termination of this License Agreement.

14. **Assignment.** This License Agreement may not be assigned in whole or in part by Licensee without the prior written consent of Licensor except that such consent shall not be required in connection with an assignment of this License Agreement or transfer of title to the System to the same party to which the Agreement is being assigned pursuant to Article X of the Agreement; provided however, that any assigning Licensee shall not be released from liability hereunder as a result of any such assignment permitted hereunder. Licensee may not assign this License Agreement except in connection with a simultaneous assignment to the same person of its interest in the Agreement made in accordance with the terms set forth in Article X of the Agreement, *mutatis mutandis*.

15. **Default and Remedies.** The definition of Event of Default set forth in Section 8.1 of the Agreement is hereby incorporated herein. Any termination of the Agreement as a result of an Event of Default shall also terminate this License Agreement, subject to Licensee's right to enter the Premises for up to 90 days thereafter for the sole purpose of performing its removal and restoration obligations as set forth in Section 8 above. The provisions of Article IX of the Agreement shall also be applicable to remedies under this License Agreement. If Licensee fails to perform any of its obligations as provided under this License Agreement and such default in performance continues for more than thirty (30) days after written notice by Licensor to Licensee without cure or commencement and diligent pursuit of such cure by Licensee, Licensor may, at its option, without waiving any claim for damages or its right to terminate based on such default, at any time thereafter cure such default for the account of Licensee, acting reasonably, and any amount reasonably paid by Licensor or any contractual liability reasonably incurred by Licensor in curing such default shall be deemed paid or incurred for the account of Licensee and Licensee shall reimburse Licensor therefor, which reimbursement shall be due within fifteen (15) days after each written notice describing in detail the applicable reimbursement amount together with such supporting documentation as Licensee may reasonably request. In addition to any other remedies, if Licensor fails to receive the Annual License Fee or any reimbursement or other payment due from Licensee hereunder within thirty (30) days after delivery of its written notice to Licensee stating the same is due, Licensor shall have the right to offset such amount against payments due from Licensor to Licensee under the Agreement.

16. **General Provisions.** This License Agreement may be modified only by a writing signed by both Parties. This License Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Maine without regard to principles of conflicts of law. If any provision of this License Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this License Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits

of applicable law. This License Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same License Agreement; additionally, signatures transmitted electronically, including in .pdf format, shall be legal and binding and shall have the same full force and effect as if an original counterpart of this License Agreement had been delivered. The captions or headings in this License Agreement are strictly for convenience and shall not be considered in interpreting this License Agreement. This License Agreement, together with its exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof. This License Agreement shall not be deemed to modify, alter or amend in any way the provisions of the Agreement. In the event of any conflict between the terms of this License Agreement and the Agreement, the terms of the Agreement shall control. This License Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns.

17. **Representations and Warranties.**

(i) **Licensor's Representations and Warranties:** In order to induce Licensee to enter into this License Agreement, Licensor covenants, represents and warrants, as of the Effective Date and throughout the License Term, as follows: (a) Licensor is solvent and is the sole and exclusive owner of the Premises, subject to the Prior Encumbrances, and has full authority to enter into, execute, deliver and perform this License, and is not in default of any mortgage, deed of trust or other similar lien affecting the Premises, (b) Licensor has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Premises or any part thereof in lieu of condemnation, (c) during the six (6) month period preceding the Effective Date, Licensor has not performed and has not caused to be performed any work on the Premises that could give rise to any mechanic's or materialmen's liens, (d) excluding the Prior Encumbrances, there are no unrecorded easements or agreements affecting the Premises that might prevent or adversely affect the quiet enjoyment of the Premises by Licensee, (e) each individual executing this License on behalf of the Licensor is duly authorized to execute and deliver this License on behalf of Licensor and that this License is binding upon the Licensor, enforceable against Licensor in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally), and (f) Licensor has obtained all third party consents (including the consent of any partners, shareholders, members, managers, lenders and tenants) necessary to execute and deliver this License.

(ii) **Licensee's Representations and Warranties:** In order to induce Licensor to enter into this License Agreement, Licensee covenants, represents and warrants, as of the Effective Date and throughout the License Term, as follows: (a) Licensee is solvent and has full authority to enter into, execute, deliver and perform this License, (b) each individual executing this License on behalf of the Licensee is duly authorized to execute and deliver this License on behalf of Licensee and that this License is binding upon the Licensee, enforceable against Licensee in accordance with its terms (except as may be

limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally), and (c) Licensee has obtained all third party consents (including the consent of any partners, shareholders, members, managers, lenders and tenants) necessary to execute and deliver this License.

18. **Miscellaneous.**

(i) **Notices.** All notices and other formal communications which a Party may give to the other under or in connection with this License Agreement shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt, and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested, and shall be sent to the following addresses:

If to Licensee:

SCS Harpswell 012903 Brunswick, LLC
Attn: General Counsel, Sol Customer Solutions, LLC
1101 Connecticut Avenue, 2nd Floor
Washington, DC 20036

If to Licensor:

Bowdoin College
Attn: Treasurer
5600 College Station
Brunswick, ME 04011-8447

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

(ii) **Dispute Resolution.** The dispute resolution procedures of Section 12.5 of the Agreement shall be the exclusive mechanism to resolve disputes arising under this License Agreement, *mutatis mutandis*.

(iii) **Memorandum of License.** At the request of Licensee, Licensor shall execute a Memorandum of License, which shall be in recordable form and in compliance with applicable law, which Licensee may, at its sole cost and expense, record with the appropriate land registry or recorder's office.

(iv) **Further Assurances.** From time to time and at any time at and after the execution of this License Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of this License Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this License Agreement. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

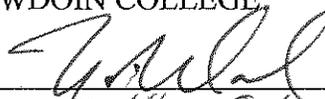
(v) Good Faith. All rights, duties and obligations established by this License Agreement shall be exercised in good faith and in a commercially reasonable manner.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the Effective Date.

LICENSOR

BOWDOIN COLLEGE

By: 
Name: Matthew Orlando
Title: S. VP for Finance and
Admin. & Treasurer

LICENSEE

SCS HARPSWELL 012903 BRUNSWICK, LLC

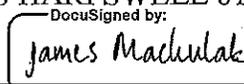
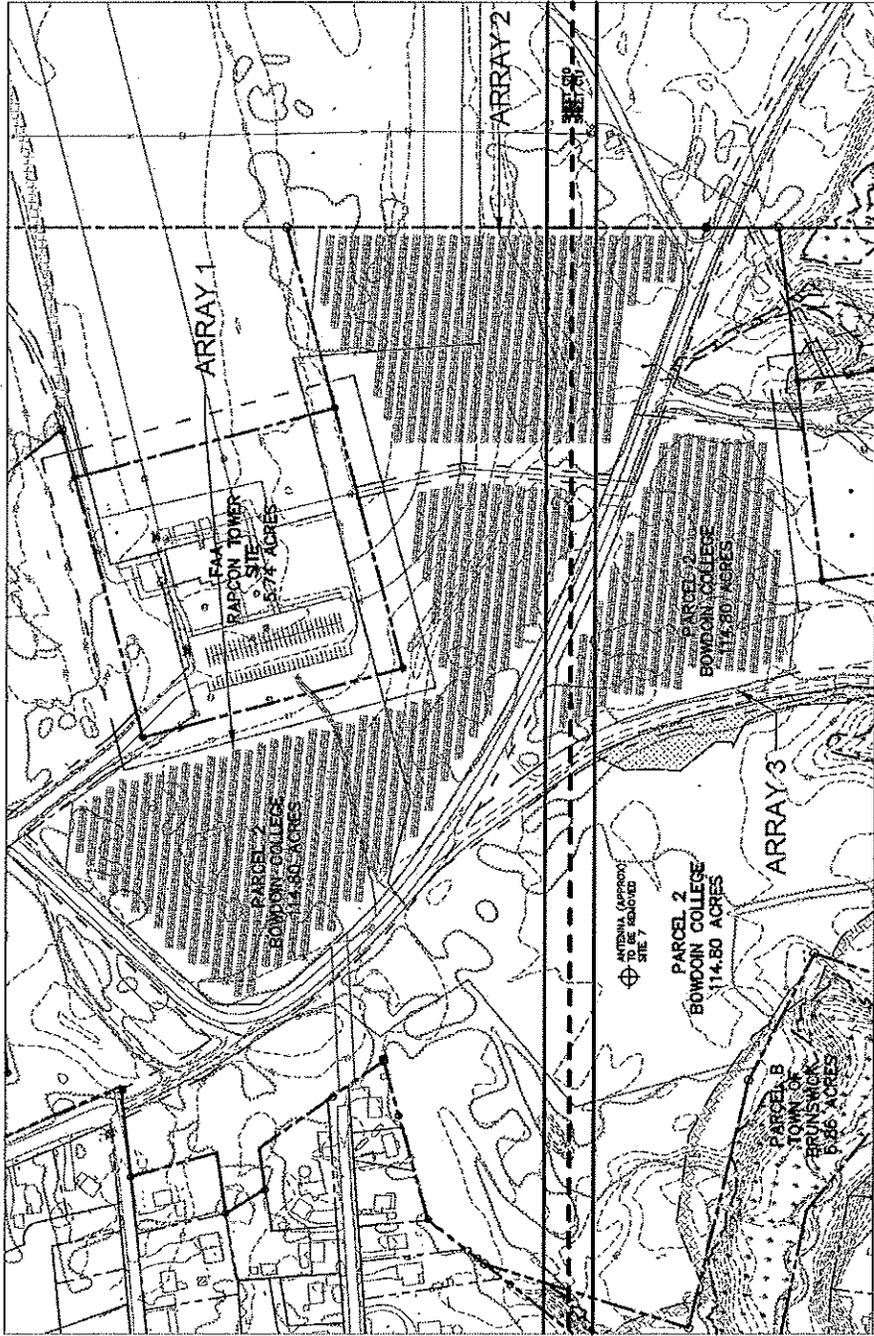
DocuSigned by:
By: 
Name: James Machulak
Title: Authorized signatory

Exhibit A
To License Agreement

Description of Premises

Certain real property located in the Town of Brunswick, County of Cumberland, State of Maine located approximately as shown on the attached plan.



LEGEND

- PROPERTY LINE
- BOUNDARY LINE OF ADJACENTS (APPROX.)
- EXISTING LINE
- ROAD RIGHT OF WAY LINE (APPROX.)
- WETLANDS
- NATURAL RESOURCE PROTECTION ZONE (NRPZ)
- EXISTING DRIVEWAYS
- EXISTING AND MAINTENANCE ROADS
- SEWERAGE
- EXISTING CRASSES
- EXISTING FENCE LINE
- ADJACENT PROTECTION ZONE (APZ)

SYSTEM SUMMARY

ARRAY	MODULE QUANTITY	APPROXIMATE SYSTEM SIZE (MW/DC)
1	8,164	9,920.68
2	5,408	2,800.96
3	3,692	1,386.04
TOTAL	17,264	6,387.68

CONCEPT LEASE BOUNDARY INDICATED IN RED
ESTIMATED LEASED AREA: 19.32 ACRES
ESTIMATED DEVELOPED AREA: 16.79 ACRES

NO.	TYPE	DATE	BY

SOL SYSTEMS
Sol Systems, LLC
1101 Connecticut Avenue NW
2nd Floor
Washington, DC 200036

BOWDOIN COLLEGE
FIXED TILT GROUND MOUNTED SOLAR PV - 20 ACRES
CONCEPT SITE PLAN
PRELIMINARY AND NOT FOR CONSTRUCTION

DESIGNED BY:	J.L.C.
DRAWN BY:	J.L.C.
CHECKED BY:	
APPROVED BY:	
SCALE:	1" = 200'
DATE:	JANUARY 31, 2009

Town of Brunswick, Maine

DEPARTMENT OF PLANNING AND DEVELOPMENT

MEMORANDUM

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)

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.

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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 ¹	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 ² 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 ³ & PLANNING BOARD MEETING: 7:00 PM PROJECT DAY 21	25	26	27	28
29	30	¹ THE 4:30 DEADLINE IS NOT ESTABLISHED WITHIN ZONING ORDINANCE, BUT IS AN ONGOING PRACTICE. ² ONCE NOTIFIED OF COMPLETENESS, THE APPLICANT IS TO PROVIDE 12 COPIES OF ALL APPLICATION MATERIALS AND ONE (1) ELECTRONIC COPY FOR SRC DISTRIBUTION. ³ 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 Error! Reference source not found. 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

New Text in **Bold Underline**
 Deleted Text in ~~Strikethrough~~

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 ²	<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 ³ 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>	Project Day 15 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 ⁴	<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"> 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. 2. One (1) copy of application required. 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. 4. The applicant shall supply nine (9) copies of the revised plans and one (1) electronic version for Planning Board Distribution. 				
Month 2						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		<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>	Project Day 35 Planning Board Meeting: 7:00 PM ⁵	<ol style="list-style-type: none"> 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. 			

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--- TABLE 5.2.9.J IS ALL NEW TEXT ---

Table 5.2.9.J: Development Review Time and Processing Requirements for Streamlined Major Development Review Time and Processing Requirements						
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 ¹ Staff Confirms Application is Complete ²	<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>	<i>Project Day 15</i> SRC Meeting: 10:00 AM ³	<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>	<i>Project Day 21</i> Planning Board Meeting: 7:00 PM ⁴				
<ol style="list-style-type: none"> 1. One (1) copy of application required. 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. 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. 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. 						

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

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.*****

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
f. (207) 725-6663
mpanfil@brunswickme.org
www.brunswickme.org

This E-Mail may contain information that is privileged, confidential and / or exempt from discovery or disclosure under applicable law. Unintended transmission shall not constitute waiver of the attorney-client or any other privilege. If you are not the intended recipient of this communication, and have received it in error, please do not distribute it and notify me immediately by E-mail at kcollins@preti.com or via telephone at 207.623.5300 and delete the original message. Unless expressly stated in this e-mail, nothing in this message or any attachment should be construed as a digital or electronic signature or as a legal opinion.

PLANNING BOARD
Major Development Review
DRAFT Findings of Fact
Review Date: September 22, 2020

Project Name: Brunswick Landing Village, Phase II
Project Location: Brunswick Landing Venture Subdivision
Tax Map: Map 40, Lots 131 and 138
Zoning District: GR1
CDP: Brunswick Landing Housing Common Development Plan
Case Number: 20-028
Applicant: Brunswick Landing Condominiums, LLC
74 Neptune Drive
Brunswick, ME 04011

Authorized Representative: Sitelines PA
c/o Curt Neufeld, PE,
119 Purinton Road, Suite A
Brunswick, ME 04011

Staff reviewed the application and has determined it is complete.

Approved Motion 1: That the Final Subdivision Plan is deemed complete.

PROJECT HISTORY

The Planning Board approved the Major Development Review application for “Brunswick Landing Venture Subdivision” in Case #17-045 and an associated Common Development Plan (CDP) in Case #17-046. The CDP was amended in Case #19-049 to allow single story buildings. The approved subdivision involved the creation of 10 new residential lots for one (1) and two (2) family multitenant housing. Activity associated with the subdivision only included the reuse of existing housing and associated infrastructure and did not propose any new construction activity at that time. Subsequently in Case #18-011, the Planning Board approved an amendment to the Brunswick Landing Venture subdivision to adjust lot coverage and associated density calculations for reduced parcel area from the creation of the public right-of-way associated with the approved Cooks Corner connector road (Case #17-051).

In June 2018, the Planning Board approved the creation of 40 new residential condominium units in lots 8 and 9 of the Brunswick Landing Venture Subdivision in Case #18-013. The proposed development included new driveway entrances, parking, landscaping, utility connections, parking areas for 12 new condominium buildings. Three (3) new condominium buildings were approved on Anchor Drive; two (2) new condominium buildings on Independence Drive; and seven (7) new condominium buildings on Intrepid Street. A driveway entrance for a future pump

station was to be constructed on Intrepid Street across from Building 21 and 22, so-called.

In April 2020, the Planning Board approved plans for the development of Lots 8 and 9 that superseded the approved 40-unit condominium development in Case #18-013. The approval included eight (8) single dwelling unit lots on Anchor Drive and Forrestal Drive and associated development area.

PROJECT SUMMARY

Staff review is based on the Major Development Review application for, “Brunswick Landing Village Phase II” dated August 4, 2020. Additional supporting information regarding the anticipated building dimensions for the proposed lots is provided in a memorandum entitled, “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” dated September 4, 2020.

The proposed development includes the creation of 36 lots for single dwelling unit houses. The proposed development will adhere to the approved Common Development Plan (CDP) for the Brunswick Landing Venture Subdivision. The Staff Review Committee (SRC) reviewed the proposal on August 12, 2020. The SRC meeting notes are provided in the Planning Board’s packet.

The Planning Board hosted a workshop to consider the proposal on August 25, 2020. Members of the public were allowed to provide comments. The September 4th memo is the only addendum to the application and supporting information provided for the Planning Board’s workshop packet.

The applicant requests the following waivers in accordance with Section 5.2.9.M of the Brunswick Zoning Ordinance:

1. Profile underground facilities – *The applicant will coordinate with the MRRRA and the Sewer and Water Districts regarding utility plans and installation. [The Brunswick Sewer District \(BSD\) indicated the sewer system has capacity to serve the project and requested a condition of approval for willingness to accept sewer from the project pursuant to subsection 4.5. The staff recommends approving the requested waiver based on the information provided in the application and subject to a condition of approval for the sewer system to conform to all standards of the BSD.](#)*
2. Location of trees >10” – *The site plan depicts existing tree canopy areas generally. All associated clearing is shown on the plan. The applicant will limit clearing to the extent necessary for the proposed development areas. Additionally, the applicant proposes to provide new landscaped areas with trees and other woody vegetation in conformance with the approved Common Development Plan. Based on these supporting facts, the staff recommends approving the requested waiver.*

Review Standards from Section 4.2 of the Town of Brunswick Zoning Ordinance

4.1 Applicability of Property Development Standards

The subject property is located within the GR1 Zoning District. The Brunswick Landing Venture subdivision contains the Shoreland Protection Overlay (SPO); however, the proposed development does not occur within the SPO. The more restrictive standards of the SPO do not apply within the proposed development area.

The Brunswick Landing Master Homeowners Association and amendment documents were provided to the Planning Board during previous reviews of the Brunswick Landing Ventures Subdivision. The applicant does not propose to amend these documents. *The Board finds that the provisions of Section 4.1 are satisfied.*

4.2 Dimensional and Density Standards

The plan entitled, "Site Development Plan" prepared by Sitelines on Plan Sheet C4, dated August 8, 2020 indicates the proposed subdivision of Lot 1 and 8 of the Brunswick Landing Venture Subdivision meets the required dimensional and density limits for the GR1 Zoning District and the approved CDP. *The Board finds that the provisions of Section 4.2 are satisfied.*

4.3 Natural and Historic Areas

- 4.3.1 Mapping of Natural and Historic Areas Requirements. Freshwater wetlands are depicted on the site plans. The Shoreland Protection Overlay (SPO) is depicted on the site plan. All proposed activities will avoid direct impacts to the SPO and wetlands. Based on the information provided, the applicant avoided the associated features important to the natural, scenic, and historic character of the Town or that add to the visual quality of the development to the greatest extent practicable.
- 4.3.2 Pollution. The development will be implemented and monitored in accordance with State and Federal laws governing said lands. The applicant will take into account the actions necessary to comply with the BNAS Land Use Controls Implementation Plan, as amended. The proposed activity is subject to Site Location of Development Act (Site Law) licensing standards which include an evaluation of water and air pollution by technical staff. All stormwater management plans associated with the development will be evaluated by the Maine Department of Environmental Protection (DEP) pursuant the Stormwater Management Law treatment requirements for Urban Impaired Streams. Based on the information provided, the proposed development will not result in undue water or air pollution.
- 4.3.3 Protection of Natural Vegetation. The proposed development is located partly in existing developed land but will result in some removal some trees and other vegetation as shown on the plan. Staff note the constraints of the development area and associated utility connections within the subject parcel were considered by the applicant to maximize the preservation of natural landscape features. The proposed development was not found to occur within

or cause harm to land not suitable for development and will not have an undue adverse effect on the area's scenic or natural beauty.

- 4.3.4 Protection of Significant Plant and Animal Habitat. The proposed development is not within the Wildlife Habitat Overlay, and no other mapped significant plant and animal habitats were identified during review. Therefore, the proposed development will not have an undue adverse effect on important plant and animal habitats identified by the Maine Department of Inland Fisheries and Wildlife or Town of Brunswick, or on rare and irreplaceable natural areas, such as rare and exemplary natural communities and rare plant habitat as identified by the Maine Natural Areas Program.
- 4.3.5 Steep Slopes: No steep slopes were identified on the subject parcel.
- 4.3.6 Erosion and Sedimentation. The proposed development is designed in accordance with the Maine Department of Environmental Protection's Best Management Practices (BMPs) to avoid causing unreasonable soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy situation results. An erosion and sedimentation control plan is provided.
- 4.3.7 Groundwater. As noted in subsection 4.3.2, the stormwater management plan is designed to meet the Maine DEP's BMP standards which avoid and minimize impacts to groundwater. Provided the stormwater management plans are approved by the Maine DEP as conditioned at subsection 4.5, the development will not, alone or in conjunction with existing activities, have an undue adverse effect on the quality or quantity of groundwater.
- 4.3.8 Surface waters, Wetlands, and Marine Resources. The plans and reports for stormwater management that were evaluated during review were prepared by qualified professionals. Based on the information provided, the proposed development will have no undue adverse effect on wetlands, waterbodies, and their shorelines within the watershed of the development site.
- 4.3.9 Historic and Archeological Resources. The application indicates the proposed development area was previously disturbed by Department of the Navy activities and no historic or archaeological resources were identified. Based on the available information, the proposed development will have no undue adverse effect on any historic or archeological resources.

The Board finds that the provisions of Section 4.3 are satisfied upon approval of the Site Law permit by Maine DEP.

4.4 Flood Hazard Areas

The proposed development is not located in a Flood Protection Overlay (FPO) District or Flood Hazard Area. *The Board finds subsection 4.4 is not applicable.*

4.5 Basic Municipal Services

The applicant provided evidence that basic municipal services can be provided for the development. [The Brunswick Sewer District \(BSD\) indicated the sewer system has the capacity to accept flows from the proposed dwellings provided certain upgrades to the system are made. Staff note the specific standard in the zoning ordinance at 4.5.1.B\(3\) requires the development's sewerage system to conform to all standards of](#)

the Brunswick Sewer District. The BSD advised the Planning Board to include a condition of approval that:

“Prior to issuance of a building permit, the applicant will resolve with the Brunswick Sewer District the necessary work, schedule, and payment for the needed upgrades at the Woodland and Mariner Stations. Once a resolution is agreed upon, a performance guarantee acceptable to the Brunswick Sewer District Board of Trustees will be provided. Upon agreement, work on the new sewer mains for the proposed houses could be started per the approved plans, and may be completed prior to or in parallel with the pump station improvements. No sewer connections can be made until completion of the pump station upgrades, or written permission from Brunswick Sewer District stating otherwise.”

The draft findings of fact were revised to include the recommended condition of approval on September 21, 2020. Any changes to the existing stormwater management system will be coordinated with MRRA. Stormwater treatment for quantity and quality of existing and proposed development areas within the subject parcels will be to the satisfaction of the Maine DEP which meet or exceed Brunswick’s stormwater treatment standards. Solid waste impact fees are not required for each proposed house lot development. *The Board finds that the provisions of Section 4.5 are conditionally satisfied provided the stormwater management plans are approved by the Maine DEP pursuant to the state licensing standards described in subsection 4.3 and that the sewerage system conforms to the standards of the Brunswick Sewer District and is approved by the BSD.*

4.6 Landscaping

The proposed activity includes landscaping plans that conform to the landscaping standards in the approved CDP. As previously approved, the applicant is advised to work with the Town Arborist as planting plans are implemented for the CDP. Trees shall be selected from those listed in the Brunswick Tree Care Ordinance in Section 14-205 of the Brunswick Code of Ordinances or as determined acceptable by the Town Arborist for the landscaping plans and to the satisfaction of the Director of Planning and Development. The proposed landscaping will enhance the proposed structures, parking areas, and other site improvements and minimizes the development’s effect on abutting properties. Existing topography and vegetation are maintained where practical. *The Board finds that the provisions of Section 4.6 are conditionally satisfied provided trees are selected from those listed in the Brunswick Tree Care Ordinance in Section 14-205 of the Brunswick Code of Ordinances or as determined acceptable by the Town Arborist for the landscaping plans and to the satisfaction of the Director of Planning and Development.*

4.7 Residential Recreation Requirements

The proposed development is required to pay recreational impact fees for new residential development. The applicant proposes to pay the recreation impact fees per lot. *The Board finds that the provisions of Section 4.7 are conditionally satisfied*

upon the acceptance of recreational facilities impact fees prior to the development of each house lot.

4.8 Circulation and Access

The SRC reviewed the proposed layout and made no recommendations for additional traffic review. The proposed development is not anticipated to cause unreasonable congestion or unsafe conditions within the condominium parking lots or on roads currently owned by MRRRA. *The Board finds that the provisions of Section 4.8 are satisfied.*

4.9 Parking and Loading

No loading areas are proposed. Driveways that meet Brunswick’s parking standards are provided for all proposed residential units. *The Board finds that the provisions of Section 4.9 are satisfied.*

4.10 Lighting

The development area contains existing street lighting and no new streetlights are proposed. Each residence is anticipated to have residential scale exterior lighting. *The Board finds that the provisions of Section 4.10 are satisfied.*

4.11 Architectural Compatibility

The applicant provided architectural renderings for the proposed buildings. The proposed design is compatible with other existing residential buildings in the Brunswick Landing Venture subdivision. *The Board finds that the provisions of Section 4.11 are satisfied.*

4.12 Neighborhood Protection Standards

The neighborhood protection standards are not applicable to the proposed residential development. *The Board finds that the neighborhood protection standards in Section 4.12 do not apply to the development.*

4.13 Signs

No signs are proposed at this time. *The Board finds that the provisions of Section 4.13 are not applicable.*

4.14 Performance Standards

No exceedance in Section 4.14 standards is proposed. *The Board finds that the provisions of Section 4.14 are satisfied.*

4.15 Site Feature Maintenance

As previously approved, staff recommend all existing site features are maintained in their existing state or updated in accordance with the CDP. The proposed development contains new site features such as landscaping and stormwater management systems. In accordance with Section 4.15 standards, this finding serves to advise the applicant that site features constructed or installed as required by this

development approval must be maintained in good repair, and replaced if damaged or destroyed, or in the case of living materials, if they die or are effectively destroyed after installation. Site feature maintenance will be the responsibility of the landowner. The developer currently owns the subject parcel but intends to transfer all common land to a future homeowner's association. *The Board finds that the provisions of Section 4.15 are satisfied.*

4.16 Financial and Technical Capacity

Engineering and architectural plans were prepared for the applicant by technical consultants. A third-party financial institution provided documentation that the applicant's financial capacity is acceptable. The application demonstrates adequate financial and technical capacity to meet the standards of the proposed development. *The Board finds that the provisions of Section 4.16 are satisfied.*

4.17 Administrative Adjustments / Alternative Equivalent Compliance

No administrative adjustment is proposed by the applicant at this time. *The Board finds that the provisions of Section 4.17 are not applicable.*

**DRAFT MOTIONS
CASE #20-028**

Motion 2: That the requested waiver for profiles of underground utilities, and locating trees over 10 inches is approved.

Motion 3: That the Final Plan is approved with the following conditions:

1. That the Board's review and approval does hereby refer to these findings of fact, the plans and materials submitted by the applicant and the written and oral comments of the applicant, his representatives, reviewing officials, and members of the public as reflected in the public record. Any changes to the approved plan not called for in these conditions of approval or otherwise approved by the Director of Planning and Development as a minor modification shall require a review and approval in accordance with the Brunswick Zoning Ordinance.

2. That prior to the issuance of a building permit for each house unit, recreation facilities impact fees shall be provided to the satisfaction of the Director of Planning and Development.
3. That prior to the start of construction, the Maine DEP approved Site Law permit shall be provided to the Director of Planning and Development.
4. Prior to the issuance of a building permit, trees shall be selected from those listed in the Brunswick Tree Care Ordinance in Section 14-205 of the Brunswick Code of Ordinances or as determined acceptable by the Town Arborist for the landscaping plans and to the satisfaction of the Director of Planning and Development.
5. Prior to issuance of a building permit, the applicant will resolve with the Brunswick Sewer District the necessary work, schedule, and payment for the needed upgrades at the Woodland and Mariner Stations. Once a resolution is agreed upon, a performance guarantee acceptable to the Brunswick Sewer District Board of Trustees will be provided. Upon agreement, work on the new sewer mains for the proposed houses could be started per the approved plans, and may be completed prior to or in parallel with the pump station improvements. No sewer connections can be made until completion of the pump station upgrades, or written permission from Brunswick Sewer District stating otherwise.

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August 4, 2020

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

Re: Brunswick Landing Village Phases 2 and 3 Willingness and Capacity to Serve.

Dear Curt,

Per our previous correspondence, Brunswick Sewer district (BSD) has identified capacity and equipment deficiencies at the pump stations identified as the Woodland Station (BNA-9 on our GIS, off Starflower) and Mariner Station (BNA-1 on our GIS, off Intrepid) that must be overcome before the Brunswick Sewer District can accept additional sewerage from the proposed Brunswick landing Village Phase II project. These improvements were detailed in a letter to you dated, June 4, 2020. Based on discussions with the Brunswick Landing Condominium, LLC, a request has been sent to the Brunswick Sewer District Board of Trustees to consider using the connection fees from the project to cover some or all of the costs pump station upgrades. The request is still being deliberated by the BSD Board of Trustees.

Recognizing Brunswick Landing Condominiums, LLC, is interested in advancing approvals through the Town of Brunswick, the Brunswick Sewer District would endorse a condition of approval that states:

Prior to issuance of a building permit, the applicant will resolve with the Brunswick Sewer District the necessary work, schedule, and payment for the needed upgrades at the Woodland and Mariner Stations. Once a resolution is agreed upon, a performance guarantee acceptable to the Brunswick Sewer District Board of Trustees will be provided. Upon agreement, work on the new sewer mains for the proposed houses could be started, per the approved plans, and may be completed prior to or in parallel with the pump station improvements. No sewer connections can be made until completion of the pump station upgrades, or written permission from Brunswick Sewer District stating otherwise.

If this is acceptable to your client, Town of Brunswick Staff and Planning Board, this is acceptable to the District so that further approvals and necessary financing may be facilitated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert A. Pontau Jr.', written over a light gray dotted background.

Robert A. Pontau Jr, PE
Assistant General Manager



10 PINE TREE ROAD
BRUNSWICK, MAINE 04011

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Robert A. Pontau, Jr., P.E., Asst. General Manager
Lorraine M. Caron, Finance Manager

August 11, 2020

Town of Brunswick
Planning Department
Municipal Office Building
85 Union Street
Brunswick, Maine 04011

Attn: Jared Woolston, Town Planner

Re: Draft & Final Plan Review
Brunswick Landing Village-Phase II

Dear Jared:

We have reviewed the sketch plan and final plan application packages for the above-referenced development. The project consists of 36 single-family homes which are to be served by municipal sanitary sewer on Neptune Drive, Forrestal Drive, Intrepid Street, and Guadalcanal Street within Brunswick Landing.

While Brunswick Landing Condominiums, LLC is the project applicant, Graiver Homes, Inc. intends to purchase and develop the lots post permitting process. All approval conditions noted herein apply to project applicant and project developer.

Review of District line facilities serving the area, we find that reserve capacity is sufficient to serve the project. The project is approved for construction as proposed, contingent on the following conditions being met by the developer.

1. Project mainline sanitary sewer located in the right-of-ways will be owned, operated, and maintained by the Brunswick Sewer District. Individual sanitary sewer service lines will be privately owned and maintained, in accordance with provisions of District Rules & Regulations.
2. District approval is based on information provided by the developer and presumed to be correct.

3. Each residence when constructed will require a sanitary sewer entrance permit to connect to District facilities. Connection will be subject to the District Entrance Charge Program. Current fee is \$2,147 per residential unit.
4. All sewer-related construction will be performed to District standards.
5. All sanitary sewer construction will comply with provisions of the Maine State Plumbing Code.
6. Design and construction of project sanitary sewers will **exclude all** non-sanitary surface, sub-surface, and rain waters.
7. Developer will certify that any and all project roof drains, foundation drains, surface drains, and/or basement sump pumps are not discharged to the public sanitary sewer system.
8. Prior to construction, the developer will provide the District with two additional sets of final utility design plans. Following construction, the developer will provide the District with a complete set of sanitary sewer record drawings in a digital format specified by the District.
9. Representatives of the project developer and contractors and sub-contractors for sewer-related construction will participate in a pre-construction conference on site prior to undertaking the work.
10. All sanitary sewer-related construction will be inspected in progress by District personnel. Notice by the developer in advance of construction is required. Cost of District inspection will be borne by the Developer.
11. Connection of proposed sanitary sewer to existing facilities, including possible replacement of sub-standard existing facilities, will be constructed in accordance with District standards. Relocation of existing mainline gravity or force mains will occur within the rights-of-ways.
12. Horizontal clearance between utility infrastructures will be sufficient to allow future utility maintenance operations without disturbance to adjacent utility infrastructure.
13. All gravity sewer construction will be low-pressure-air and deflection tested after trench backfill and compaction and prior to connection to building sewers.
14. All costs incidental to installation of the proposed sanitary sewer, both mainline extension and service line, will be borne by the Developer.
15. If required, connection of proposed mainline sanitary sewer to existing will occur in a new maintenance structure constructed by the project.

16. Connection to sanitary maintenance holes will be accomplished using core-bored openings and flexible pipe boots to obtain watertight connections. New flows will be introduced into existing flow by constructing a smooth transition to existing invert channel and apron.
17. Magnetic locator tape will be installed at a depth of 18 to 24 inches below subgrade along the centerline of all installed sanitary sewer pipe.
18. Sanitary sewer service pipe from the mainline sanitary sewer to the right-of-way line will have a minimum 6-inch diameter and connected at the mainline with wye connections. No Tees are allowed.
19. Minimum cover over insulated sanitary sewer pipe is 4.0 vertical feet.
20. District facilities are not to be opened, entered, worked on, excavated or backfilled without prior authorization from, and attendance of, District personnel.

Please feel free to call if you have questions or need additional information.

Yours,

BRUNSWICK SEWER DISTRICT



Leonard Blanchette
General Manager

copy: Curtis Y. Neufeld, P.E., Sitelines
Robert A. Pontau, Jr. P.E., Brunswick Sewer District
Wesley D. Wharff, Brunswick Sewer District
Loni Graiver, Graiver Homes, Inc.