

**ITEM 1**

**Town of Kittery  
Planning Board Meeting  
March 9, 2023**

**ITEM 1 - 28 Wyman Avenue — Final Plan Review, Cluster Residential Subdivision**

Action: continue review or approve plan: Pursuant to Title 30-A M.R.S.A. §4401-4408 *Municipal Subdivision Law* and §16.8.10.H, *Cluster Residential Development* of the Town of Kittery Land Use and Development Code, owner Lusitano, LLC requests approval for a cluster residential development proposing three (3) single-family residences as a condominium on real property with an address of 28 Wyman Avenue (Tax Map 16, Lot 148) located in the Residential-Urban (R-U) Zone.

**PROJECT TRACKING**

REQ'D	ACTION	COMMENTS	STATUS
YES	Sketch Plan Acceptance/Approval	June 9, 2022, September 8, 2022, October 13, 2022 November 17, 2022 and accepted/approved on January 12, 2023	Approved
NO	Site Visit	June 28, 2022	Held
YES	Preliminary Plan Review Completeness/Acceptance	N/A	N/A
NO	Public Hearing	October 13, 2022	Held, Continued
YES	Public Hearing	November 17, 2022	Held, Closed
YES	Preliminary Plan Approval	N/A	N/A
YES	Final Plan Review and Decision	Possible on March 9, 2023	TBD

**Project Summary:**

The property at 28 Wyman (Map 16, Lot 148) currently has a boarding house and a garage/barn located on it. The lot is 82,839 sf (1.9 acres) in size and is located in the Residential-Urban Zone (R-U). A wetland spreads along the northern portion of the property. The property fronts Wyman Avenue in two places but neither has sufficient frontage (100 continuous feet required) so the lot is legally non-conforming as regards street frontage. A residential neighborhood surrounds the property.

The Board first reviewed this project in January 2022 as a preliminary site plan review. The project was reclassified to a minor subdivision (per State statute and Title 16, a subdivision includes anything that creates residential units that do not share a common wall) and the Board reviewed it as a cluster subdivision on June 9<sup>th</sup> and visited the site on June 28<sup>th</sup>. Kittery permits cluster residential development and makes a conventional subdivision a special exception so the applicant is offering the plans as a cluster residential development that also is a condominium – meaning that the three residential units will share the one lot.

# ITEM 1

There are only two stages to a minor subdivision review – sketch and final. This means that most important aspects of the plan get worked out during sketch, rather than preliminary plan as is the case with major subdivisions of five or more lots. The Board held public hearings to gather evidence for this application on October 13 and November 17, 2022. On January 12, 2023 the Board accepted the sketch plan. The packets for these meetings can be reviewed at:

- [Planning-Board-Meeting-January 12, 2023 | Kittery ME](#)
- [Planning Board for November 17th 2022 | Kittery ME](#)
- [Planning Board Meeting - October 13, 2022 | Kittery ME](#)

The Board is now reviewing the final plan. The Applicant has made changes based on CMA’s peer review letter dated January 10<sup>th</sup> (included in the packet). A full plan set has been submitted. Staff has the following comments:

- The Applicant should submit a street naming application for the new road.
- One or two other species of street trees along with the red maples (suggested cultivar ‘October Glory’ or equivalent), should be proposed in order to provide resilience to species-specific pests and diseases.
- The Applicant’s plan proposes 8-inch pipes for the stormwater system since that size met the stormwater conveyance needs of the site according to analysis and planned to request a waiver. DPW staff reviewed the plans and prefer that 12-inch pipe which meets the Town’s standards be used in view of present and future increased precipitation events. The Applicant agreed to do so. This modification to the plan will be a condition of approval should the Board decide to move forward with approval.
- Submission requirements for final plan appear to be met.
- CMA will be reviewing the plans and providing comments for this plan set but the report will likely not make it into the Board’s packet for the March 9<sup>th</sup> meeting. Should the Board decide to move forward with approval, the Board may choose to task staff with ensuring any further comments from CMA are addressed before the Board Chair or Vice-Chair signs the plans.

## **Staff Recommendations:**

The Board may continue to review the plan or approve the plan with conditions. If approved, the Board will find the Findings of Fact for this application in the packet.

Staff find the plans and supporting documents substantially compliant with the applicable standards and requirements and recommend approving the plan with conditions.

## **Recommended Motions:**

***Motion to approve the final plan*** by Lusitano, LLC for a cluster residential development proposing three (3) single-family residences as a condominium on real property with an address of 28 Wyman Avenue (Tax Map 16, Lot 148) located in the Residential-Urban (R-U) Zone ***[with the condition that all 8-inch stormwater pipes shown on the plans be replaced with 12-inch stormwater pipes on all applicable plan sheets ...]***.

***Motion to continue the final plan*** by Lusitano, LLC for a cluster residential development proposing three (3) single-family residences as a condominium on real property with an address of 28 Wyman Avenue (Tax Map 16, Lot 148) located in the Residential-Urban (R-U) Zone.

**KITTERY PLANNING BOARD**  
**FINDINGS OF FACT -**  
**for**  
**28 Wyman Avenue**  
**Minor Cluster Subdivision Plan**

**M 16 L 148**  
**Unapproved**

Note: This approval by the Planning Board constitutes an agreement between the Town and the Developer incorporating the Development plan and supporting documentation, the Findings of Fact, and all waivers and/or conditions approved and required by the Planning Board.

**WHEREAS:** owner Lusitano, LLC requests approval for a cluster residential development proposing three (3) single-family residences as a condominium on real property with an address of 28 Wyman Avenue (Tax Map 16, Lot 148) located in the Residential-Urban (R-U) Zone

Hereinafter the “Development”.

Pursuant to the Plan Review meetings conducted by the Planning Board as duly noted in the Plan Review Notes dated 03/09/2023;

Sketch Plan Review	Approved	1/12/23
Site Visit	Held	6/28/22
Public Hearing	Held	10/13/22
Final Plan Approval	Granted	3/09/23

and pursuant to the Project Application and Plan and other documents considered to be a part of the approval by the Planning Board in this finding consist of the following and as noted in the Plan Review Notes dated 3/09/2023 (Hereinafter the “Plan”).

1. Final Plan Review Documents, Altus Engineering, Inc. letter dated February 9, 2023
2. Wyman Hill Subdivision Plans, Altus Engineering, Inc. dated February 9, 2023
3. Turning Movement Exhibit, Altus Engineering, Inc. dated November 3, 2022
4. Standard Boundary Survey & Existing Conditions Plan, Easterly Surveying Inc., dated July 9, 2021

**NOW THEREFORE**, based on the entire record before the Planning Board as and pursuant to the applicable standards in the Land Use and Development Code, the Planning Board makes the following factual findings as required by Section 16.10.8.3.D. and as recorded below:

**FINDINGS OF FACT**

Action by the Board shall be based upon findings of fact which certify or waive compliance with all the required standards of this title, and which certify that the development satisfies the following requirements:

**A. Development Conforms to Local Ordinances.**

**Standard:** *The proposed development conforms to a duly adopted comprehensive plan as per adopted provisions in the Town Code, zoning ordinance, subdivision regulation or ordinance, development plan or land use plan, if any. In making this determination, the municipal reviewing authority may interpret these ordinances and plans.*

**Finding:** The proposed development conforms to Title 16, Article XI Cluster Residential Development, Section 16.8.11.

**Conclusion:** This standard appears to be met.

Vote of \_\_in favor \_\_against\_\_ abstaining

<b>B. Freshwater Wetlands Identified.</b>	
<b>Standard:</b> <i>All freshwater wetlands within the project area have been identified on any maps submitted as part of the application, regardless of the size of these wetlands.</i>	
<b>Finding:</b> The wetlands boundaries have been delineated/flagged by Michael Mariano, certified soil scientist, and depicted on the subdivision plans. Joseph Noel, certified wetland scientist, conducted a vernal pool survey in April 2022 . The vernal pool did not meet Maine’s significant vernal pool specifications. No wetlands will be impacted by the development.	
<b>Conclusion:</b> This standard appears to be met.	
Vote of <u>  </u> in favor <u>  </u> against <u>  </u> abstaining	
<b>C. River, Stream or Brook Identified.</b>	
<b>Standard:</b> <i>Any river, stream or brook within or abutting the proposed project area has been identified on any maps submitted as part of the application. For purposes of this section, “river, stream or brook” has the same meaning as in 38 M.R.S. §480-B, Subsection 9.</i>	
<b>Finding:</b> No rivers, streams or brooks were identified on any maps submitted.	
<b>Conclusion:</b> This standard appears to be met.	
Vote of <u>  </u> in favor <u>  </u> against <u>  </u> abstaining	
<b>D. Water Supply Sufficient.</b> {and}	
<i>The proposed development has sufficient water available for the reasonably foreseeable needs of the development.</i>	
<b>E. Municipal Water Supply Available.</b>	
<i>Standard The proposed development will not cause an unreasonable burden on an existing water supply, if one is to be used.</i>	
<b>Finding:</b> The proposed development is being serviced by an existing 6-inch municipal water main on Wyman Avenue with a 2-inch live tap proposed along the new travel way to the three new buildings. The applicant submitted a letter from the Kittery Water District, dated September 30, 2022, indicating that it will be capable of servicing this project.	
<b>Conclusion:</b> This standard appears to be met.	
Vote of <u>  </u> in favor <u>  </u> against <u>  </u> abstaining	
<b>F. Sewage Disposal Adequate.</b>	
<b>Standard:</b> <i>The proposed development will provide for adequate sewage waste disposal and will not cause an unreasonable burden on municipal services if they are utilized.</i>	
<b>Finding:</b> The proposed development will use municipal wastewater services. A letter from the Kittery Sewer Department’s Supervisor dated October 4, 2022, was submitted , stating the Town’s facilities have the capacity to service the three new single-family houses.	
The sewer fees for each new unit are \$3,000 plus a \$3,000 entrance fee for connecting the private sewer line that is used by all three units per Sheet C-5 to public sewer at the street. There is also a \$15 charge for the	



sewer application permit.
<b>Conclusion:</b> This standard appears to be met.
Vote of <u>  </u> in favor <u>  </u> against <u>  </u> abstaining
<b>G. Municipal Solid Waste Disposal Available.</b>
<i>Standard: The proposed development will not cause an unreasonable burden on the municipality's ability to dispose of solid waste, if municipal services are to be used.</i>
<b>Finding:</b> The proposed development does not require any changes to municipal solid waste services.
<b>Conclusion:</b> This standard appears to be met.
Vote of <u>  </u> in favor <u>  </u> against <u>  </u> abstaining
<b>H. Water Body Quality and Shoreline Protected.</b>
<i>Standard: Whenever situated entirely or partially within two hundred fifty (250) feet of any wetland, the proposed development will not adversely affect the quality of that body of water or unreasonably affect the shoreline of that body of water.</i>
<b>Finding:</b> The three proposed single-family buildings are set back 107.7 feet from the wetland. A 50-foot wetland buffer will be demarcated with markers and a vernal pool sign will be installed.
<b>Conclusion:</b> This standard appears to be met.
Vote of <u>  </u> in favor <u>  </u> against <u>  </u> abstaining
<b>I. Groundwater Protected.</b>
<i>Standard: The proposed development will not, alone or in conjunction with existing activities, adversely affect the quality or quantity of groundwater.</i>
<b>Finding:</b> The three proposed single-family buildings do not appear to adversely impact the quality or quantity of the groundwater.
<b>Conclusion:</b> This standard appears to be met.
Vote of <u>  </u> in favor <u>  </u> against <u>  </u> abstaining
<b>J. Flood Areas Identified and Development Conditioned.</b>
<b>Standard:</b> All flood-prone areas within the project area have been identified on maps submitted as part of the application based on the Federal Emergency Management Agency's Flood Boundary and Floodway Maps and Flood Insurance Rate Maps, and information presented by the applicant. If the proposed development, or any part of it, is in such an area, the applicant must determine the one hundred (100) year flood elevation and flood hazard boundaries within the project area. The proposed plan must include a condition of plan approval requiring that principal structures in the development will be constructed with their lowest floor, including the basement, at least one foot above the one hundred (100) year flood elevation.
<b>Finding:</b> No flood hazard zones were identified to be located on the property.

<b>Conclusion:</b> This standard appears to be met.
Vote of <u>  </u> in favor <u>  </u> against <u>  </u> abstaining
<b>K. Stormwater Managed.</b>
<b>Standard:</b> <i>Stormwater Managed. The proposed development will provide for adequate stormwater management</i>
<b>Finding:</b> The design was prepared by Altus Engineering, Inc. and reviewed by CMA Engineers, Town peer-review engineer. CMA reported that the applicant has prepared a complete stormwater design and associated analysis and the proposed development meets the requirements of the Title 16.
Stormwater from impervious and disturbed areas on the site will be directed to and treated by a grassed underdrain soil filter BMP designed to remove pollutants and suspended sediments prior to releasing the water. <b>Conclusion:</b> This standard appears to be met.
Vote of <u>  </u> in favor <u>  </u> against <u>  </u> abstaining
<b>L. Erosion Controlled.</b>
<b>Standard:</b> <i>The proposed development will not cause unreasonable soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy condition results.</i>
The Contractor shall follow MDEP best management practices for erosion and sediment control (silt fencing, silt sacks, etc.), and CMA Engineers will be notified to observe application during construction.
<b>Finding:</b> There are erosion control measures shown in the plans. Best management practices for erosion control will be reviewed as part of the MDEP <i>Stormwater Law License</i> permit.
<b>Conclusion:</b> This standard appears to be met.
Vote of <u>  </u> in favor <u>  </u> against <u>  </u> abstaining
<b>M. Traffic Managed.</b>
<b>Standard:</b> <i>The proposed development will:</i> <ol style="list-style-type: none"> <li>1. <i>Not cause unreasonable highway or public road congestion or unsafe conditions with respect to the use of the highways or public roads existing or proposed; and</i></li> <li>2. <i>Provide adequate traffic circulation, both on-site and off-site.</i></li> </ol>
<b>Finding:</b> Because the proposed development is three single-family houses, replacing a boarding house, with private roadway access, any impacts to the public roads will be minimal. On-site traffic circulation includes a private road which ends in a hammerhead for turnaround ability.
<b>Conclusion:</b> This standard appears to be met.
Vote of <u>  </u> in favor <u>  </u> against <u>  </u> abstaining
<b>N. Water and Air Pollution Minimized.</b>
<b>Standard:</b> <i>The proposed development will not result in undue water or air pollution. In making this determination, the following must be considered:</i> <ol style="list-style-type: none"> <li>1. <i>Elevation of the land above sea level and its relation to the floodplains;</i></li> <li>2. <i>Nature of soils and sub-soils and their ability to adequately support waste disposal;</i></li> <li>3. <i>Slope of the land and its effect on effluents;</i></li> </ol>

<p>4. Availability of streams for disposal of effluents;</p> <p>5. Applicable state and local health and water resource rules and regulations; and</p> <p>6. Safe transportation, disposal and storage of hazardous materials.</p>	
<p><b>Finding:</b></p> <ol style="list-style-type: none"> <li>1. No floodplains are located at or near the property.</li> <li>2. The development will utilize public sewer.</li> <li>3. See 2 above.</li> <li>4. All effluent will be managed by the public sewer system.</li> <li>5. No DEP permits are required.</li> <li>6. Not applicable</li> </ol>	
<p><b>Conclusion:</b> This standard appears to be met.</p>	
<p style="text-align: right;">Vote of <u>  </u> in favor <u>  </u> against <u>  </u> abstaining</p>	
<p><b>O. Aesthetic, Cultural and Natural Values Protected.</b></p>	
<p><b>Standard:</b> <i>The proposed development will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, significant wildlife habitat identified by the department of inland fisheries and wildlife or the municipality, or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline.</i></p>	
<p><b>Finding:</b> The proposed development will create .96 acres of protected common open space, encompassing 50% of the total site. There is one vernal pool on the parcel which is buffered by a 50-foot no-cut, no-disturb area that will be demarcated on the site.</p>	
<p><b>Conclusion:</b> This standard appears to be met.</p>	
<p style="text-align: right;">Vote of <u>  </u> in favor <u>  </u> against <u>  </u> abstaining</p>	
<p><b>P. Developer Financially and Technically Capable.</b></p>	
<p><b>Standard:</b> <i>Developer is financially and technically capable to meet the standards of this section.</i></p>	
<p><b>Finding:</b> The developer will provide an inspection escrow in an amount suitable to cover the costs of on-site inspection by the Peer Review Engineer to ensure the proposed development is constructed according to the approved plan.</p>	
<p><b>Conclusion:</b> This standard appears to be met.</p>	
<p style="text-align: right;">Vote of <u>  </u> in favor <u>  </u> against <u>  </u> abstaining</p>	

**NOW THEREFORE** the Kittery Planning Board adopts each of the foregoing Findings of Fact and based on these Findings determines the proposed Development will have no significant detrimental impact, and the Kittery Planning Board hereby grants final approval for the Development at the above referenced property, including any waivers granted or conditions as noted.

Conditions of Approval (to be included as notes on the final plan in addition to the existing notes):

1. No changes, erasures, modifications or revisions may be made to any Planning Board approved final plan. (Title 16.10.9.1.2)
2. Applicant/contractor will follow Maine DEP *Best Management Practices* for all work associated with

site and building construction to ensure adequate erosion control and slope stabilization.

3. Prior to the commencement of grading and/or construction within a building envelope, as shown on the Plan, the owner and/or developer must stake all corners of the envelope. These markers must remain in place until the Code Enforcement Officer determines construction is completed and there is no danger of damage to areas that are, per Planning Board approval, to remain undisturbed.
4. All Notices to Applicant contained in the Findings of Fact (dated: 03/09/2023).

Conditions of Approval (Not to be included as notes on the final plan):

5. Change all plan sheets that show 8-inch stormwater pipes to 12-inch stormwater pipes.
6. Incorporate any other plan revisions on the final plan as recommended by Staff, Planning Board, or Peer Review Engineer, and submit for Staff review prior to presentation of final plan for endorsement
7. The Home Owners Association (HOA) document must be reviewed and found satisfactory by the Town Attorney prior to the final plan being signed by the Chair.
8. Provide the additional documents and/or responses to all CMA comments prior to presentation of final plan.

Notices to Applicant: (not to be included on the final plan)

1. Prior to the release of the signed plans, the applicant must pay all outstanding fees associated with review, including, but not limited to, Town Attorney fees, peer review, newspaper advertisements and abutter notification.
2. State law requires all subdivision and shoreland development plans, and any plans receiving waivers or variances, be recorded at the York County Registry of Deeds within 90 days of the final approval.
3. Three (3) paper copies of the final plan and any and all related state/federal permits or legal documents that may be required, must be submitted to the Town Planning Department. Date of Planning Board approval shall be included on the final plan in the Signature Block.
4. The owner and/or developer, in an amount and form acceptable to the Town Manager, must file with the municipal treasurer an instrument to cover the cost of all infrastructure and right-of-way improvements and site erosion and stormwater stabilization, including inspection fees for same.
5. This approval by the Town Planning Board constitutes an agreement between the Town and the Developer, incorporating the Plan and supporting documentation, the Findings of Fact, and any Conditions of Approval.

The Planning Board authorizes the Planning Board Chair, or Vice Chair, to sign the Final Plan and the Findings of Fact upon confirmation of compliance with any conditions of approval.

**Vote of in favor against abstaining**

APPROVED BY THE KITTELY PLANNING BOARD ON March 9, 2023

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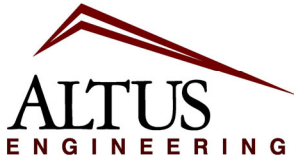
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Dutch Dunkelberger, Planning Board Chair

Appeal:

Per Title 16.6.2.A - An aggrieved party with legal standing may appeal a final decision of the Planning Board to the

York County Superior Court in accordance with Maine Rules of Civil Procedures Section 80B, within forty-five (45) days from the date the decision by the Planning Board was rendered.



**Civil  
Site Planning  
Environmental  
Engineering**

133 Court Street  
Portsmouth, NH  
03801-4413

February 9, 2023

Kittery Planning Board  
200 Rogers Road  
Kittery, Maine 03904

**Re: Peer Review of Subdivision Application  
Wyman Hill  
28 Wyman Avenue  
Kittery, Maine**

Dear Members of the Board,

Altus Engineering, Inc. (Altus) is in receipt of CMA Engineers review letter dated January 10, 2023. We offer the following in response to their comments:

Existing Conditions Plan –

- An explanation for the asterisks has been added to the table.
- All available utility information has been added to the plan.
- Rim and invert data has been added to the plan.

Sheet C-2 –

- We have attached a turning movement analysis of a fire truck negotiating the turnaround as a separate exhibit, Sheet EXH-1.

Sheet C-3 –

- SMH and cleanout elevations have been added to the profile.
- We have adjusted the profile to show the existing sewer main.

Sheet C-4 –

- Existing main materials and sizes have been added to the plan.
- Existing service materials and sizes have been added to the plan.

- Invert data for SMH #'s 1 and 2 (renumbered from SMH #4 and SMH #5) have been added to the plan.
- CMA is correct, the existing sewer main in Wyman Ave. is approximately 6' below the stub at the property line. We have added additional info to this sheet as well as the profile on Sheet C-4 to further detail the installation. It is anticipated that the existing 4" sewer service will be replaced by the new 6" in the same configuration that is currently in the field.

Sheet C-5 –

- The sentence in question has been corrected to strike the repeated phrase.

We hope that the above information and attached data satisfies your concerns. If you have any questions or require additional information, please contact us and we will get you what you need right away. Thank you for your time and consideration.

Sincerely,

**ALTUS ENGINEERING**



Erik B. Saari  
Vice President

ebs/5235.01-LTR-CMA-020923

Enclosures

# WYMAN HILL

28 WYMAN AVENUE  
KITTERY, MAINE

Assessor's Parcel 16, Lot 148

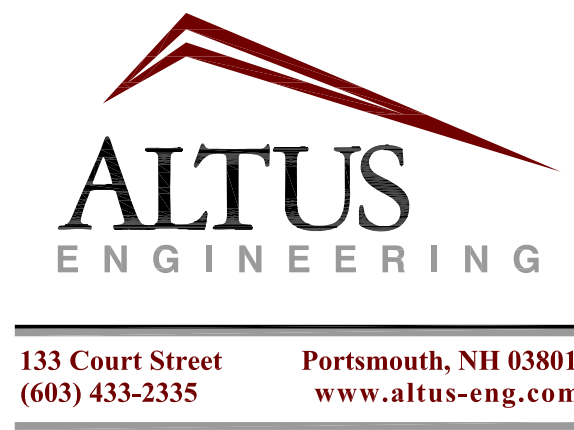
Plan Issue Date:

June 21, 2022	Planning Board Submission
August 11, 2022	P.B. Re-Submission
September 14, 2022	P.B. Re-Submission
November 3, 2022	P.B. Re-Submission
February 9, 2023	P.B. Re-Submission

*Owner/Applicant:*

LUSITANO, LLC  
c/o JIM HIGGINS  
119 KINGS HIGHWAY NO.  
ELIOT, MAINE 03903  
(617) 501-6149

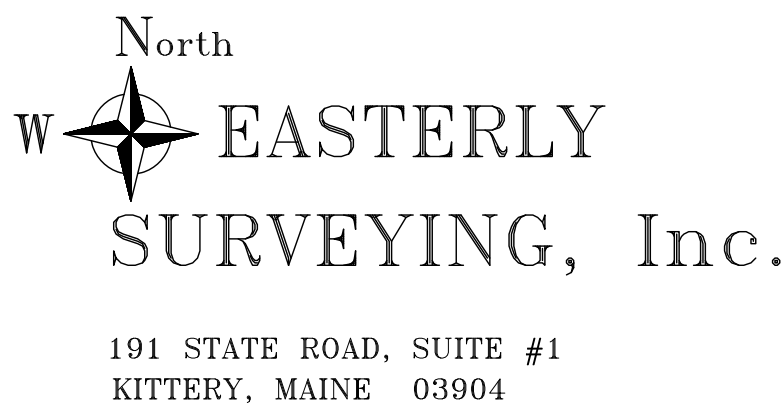
*Civil Engineer:*



*Architect:*

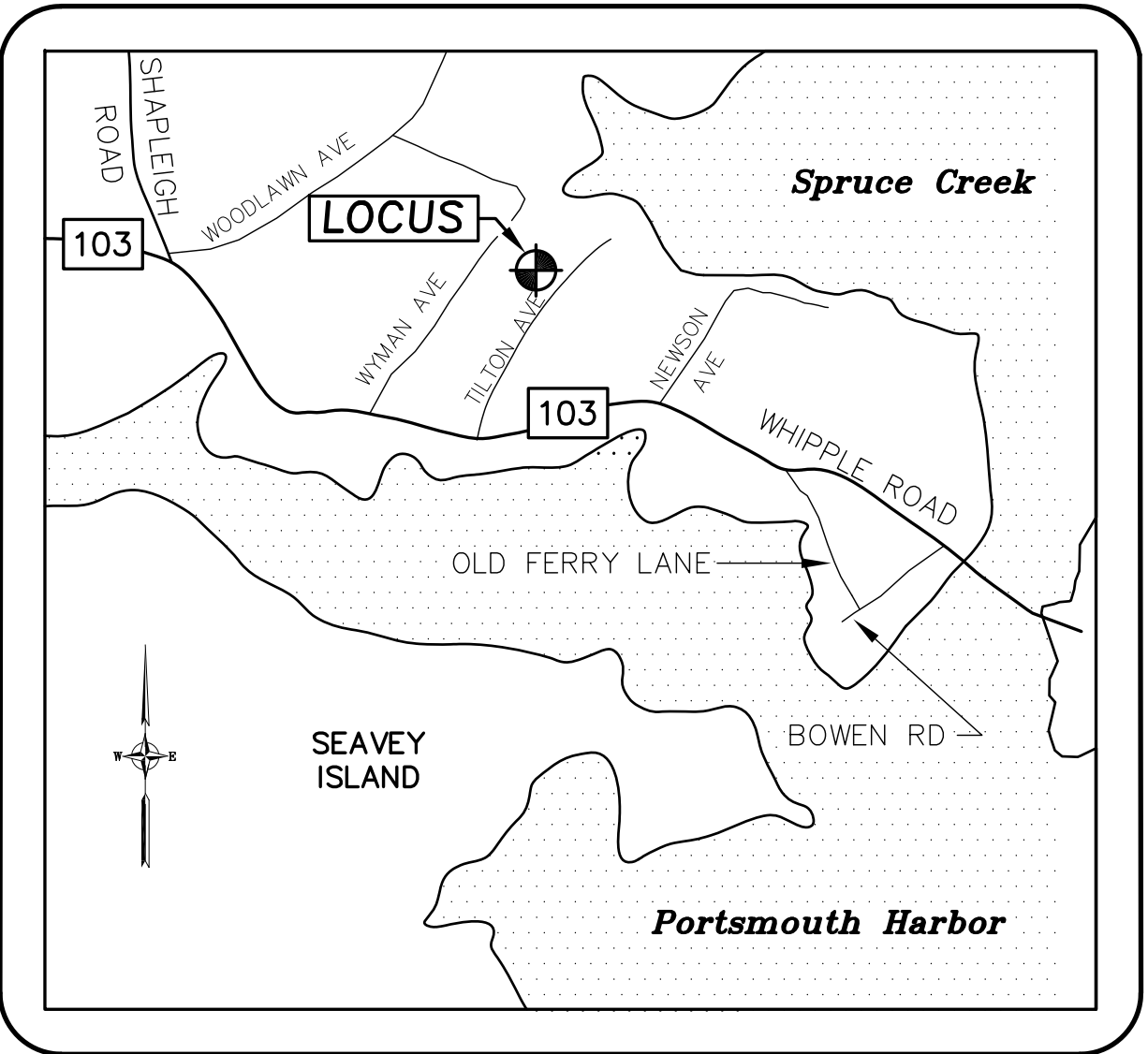
HIGGINS + DESIGN  
119 Kings Highway North  
Eliot, ME 03903  
(617) 501-6149  
jimhiggins05@comcast.net

*Surveyor:*



*Soils/Wetlands Scientist:*

MICHAEL MARIANO, CSS  
75 Prospect Street  
Somersworth, NH 03878  
(603) 692-4457

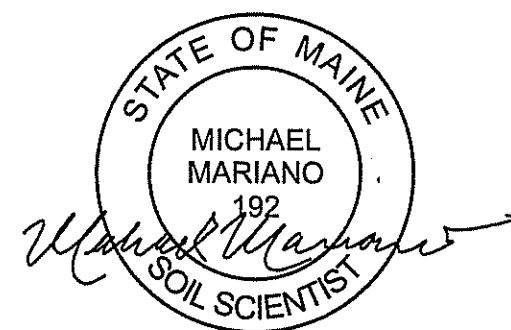


LOCUS NOT TO SCALE

*Sheet Index*  
*Title*

	<i>Sheet No.:</i>	<i>Rev.</i>	<i>Date</i>
Existing Conditions Plan	1 of 1	A	10/31/22
Demolition Plan	C-1	1	11/03/22
Condominium Site Plan	C-2	5	11/03/22
Plan & Profile and Access Drive	C-3	1	02/09/23
Grading & Stormwater Management Plan	C-4	4	11/03/22
Utility Plan	C-5	4	02/09/23
Detail Sheet	C-6	3	02/09/23
Detail Sheet	C-7	3	11/03/22
Detail Sheet	C-8	3	11/03/22
Detail Sheet	C-9	2	11/03/22
Layout Plans	A01	0	11/22/21
Elevations	A02	0	11/22/21
Elevations	A03	0	11/22/21





#### WETLAND NOTE:

THE WETLANDS SHOWN ON THIS PLAN WERE DELINEATED BY MICHAEL MARIANO, MAINE LICENSED SOIL SCIENTIST #192 IN AUGUST 2017 IN ACCORDANCE WITH THE 1987 US ARMY CORPS OF ENGINEERS WETLAND DELINEATION MANUAL AND THE 2012 REGIONAL SUPPLEMENT, NORTHCENTRAL AND NORTHEAST REGION, VERSION 2.0. HYDRIC SOILS WERE IDENTIFIED USING FIELD INDICATORS FOR IDENTIFYING HYDRIC SOILS IN NEW ENGLAND, VERSION 3. A ROUTINE DETERMINATION, AS DESCRIBED IN THE MANUAL, WAS PERFORMED.

#### ZONING DATA PER KITTERY ZONING ORDINANCE (LAST AMENDED JANUARY 11, 2021 - SEE NOTE #6):

BASE ZONE: Residential-Urban (R-U)

#### REQUIREMENTS:

MINIMUM LAND AREA	20,000 Sq Ft
PER DWELLING UNIT:	20,000 Sq Ft
MINIMUM LOT SIZE:	100 Ft
MINIMUM STREET FRONTAGE:	30 Ft
MINIMUM FRONT YARD:	20%
MAXIMUM BUILDING COVERAGE:	15 Ft*
MINIMUM REAR AND SIDE YARDS:	35 Ft**
MAXIMUM BUILDING HEIGHT:	

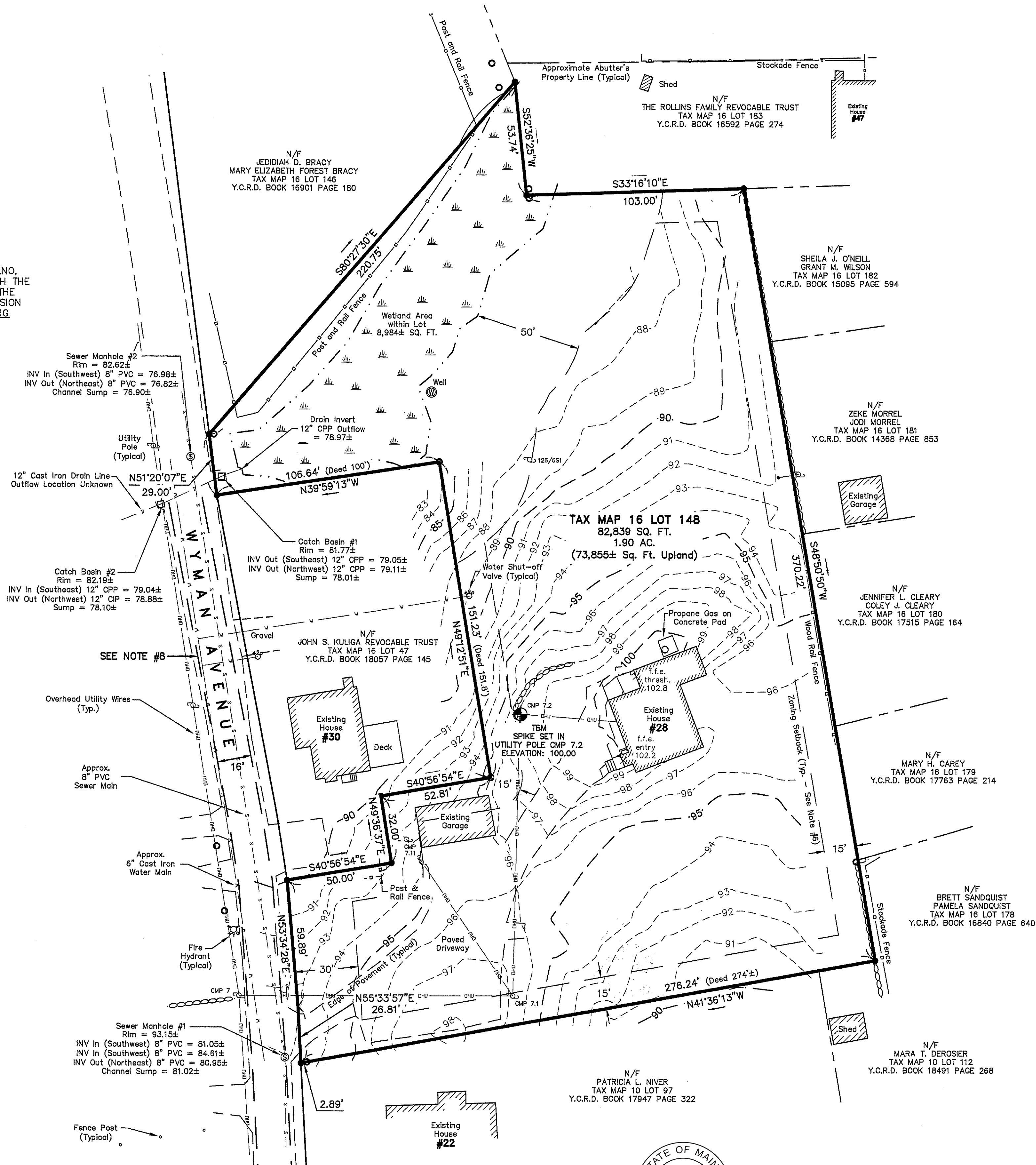
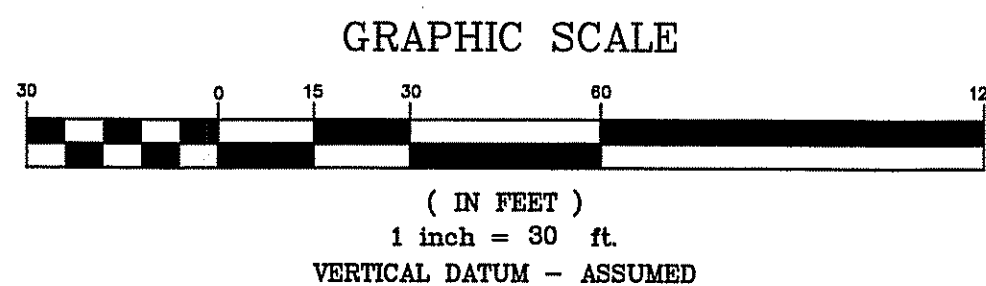
\* BUILDINGS HIGHER THAN 40 ACTUAL FEET MUST HAVE SIDE AND REAR YARDS NOT LESS THAN 50% OF BUILDING HEIGHT.  
\*\* MINIMUM DISTANCE BETWEEN PRINCIPAL BUILDINGS ON THE SAME LOT IS THE HEIGHT EQUIVALENT TO THE TALLER BUILDING.

#### BUILDING COVERAGE CALCULATION:

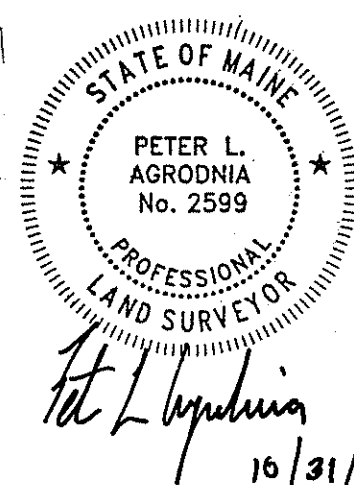
LOT AREA:	82,839 SQ. FT.
HOUSE:	1,635± SQ. FT.
GARAGE:	678± SQ. FT.
TOTAL:	2,313± SQ. FT. (2.8%)

#### MONUMENTATION LEGEND:

- MONUMENT FOUND PER PLAN REFERENCE #1
- IRON ROD WITH CAP #1322 SET PER PLAN REFERENCE #1



Wetlands were delineated by Michael Mariano, Maine Licensed Soil Scientist #192 in August 2017 in accordance with the 1987 US Army Corps of Engineers Wetland Delineation Manual and the 2012 Regional Supplement, Northcentral and Northeast Region, Version 2.0. Hydric soils were identified using Field Indicators for Identifying Hydric Soils in New England, Version 3. A routine determination, as described in the Manual, was performed.



#### PURPOSE OF PLAN:

THE PURPOSE OF THIS PLAN IS TO SHOW EXISTING CONDITIONS FOR DESIGN PURPOSES. THIS PLAN IS NOT A STANDARD BOUNDARY SURVEY AND IS NOT INTENDED TO BE RECORDED, USED FOR CONVEYANCE, OR ANY OTHER TITLE PURPOSE.

#### EXISTING CONDITIONS PLAN

FOR PROPERTY AT  
28 Wyman Avenue  
Kittery, York County, Maine  
OWNED BY  
Lusitano, LLC  
Attn: Jim Higgins  
119 Kings Highway No., Eliot, ME 03903

North  
W EASTERLY  
SURVEYING, Inc.

SURVEYORS IN N.H. & MAINE 191 STATE ROAD, SUITE #1  
(207) 439-6333 KITTERY, MAINE 03904

SCALE:	PROJECT NO.	DATE:	SHEET:	DRAWN BY:	CHECKED BY:
1" = 30'	08610	7/9/21	1 OF 1	A.H.P.	P.L.A.
DRAWING No:	08610_EXISTING_CONDITIONS				
FIELD BOOK No:	Kittery #40				

Tax Map 16 Lot 148

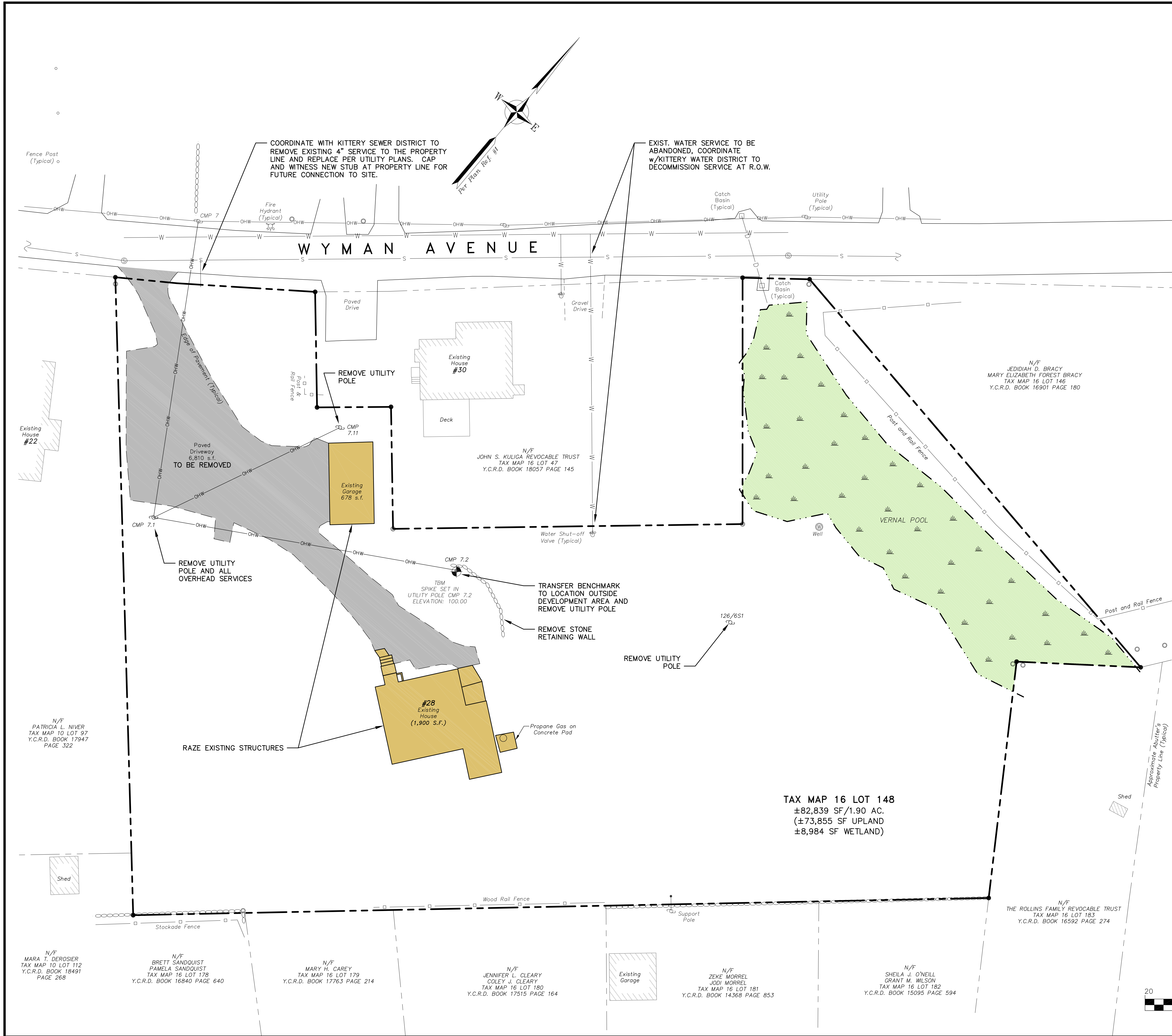
#### PLAN REFERENCES:

- "STANDARD BOUNDARY SURVEY FOR PROPERTY AT 28 WYMAN AVENUE, KITTERY, YORK COUNTY, MAINE OWNED BY HARRY A. & PATRICIA J. HANNIGAN", PREPARED BY NORTH EASTERLY SURVEYING INC., DATED APRIL 14, 2008, AND RECORDED AT THE Y.C.R.D. AS PLAN BOOK 329 PAGE 7.
- "LAND OF MATTAWAMKEAG REALTY CO., LOCATED IN KITTERY, MAINE," BY JOHN W. DURGIN CIVIL ENGINEERS DATED JUNE 10, 1941 AND RECORDED AT Y.C.R.D. PLAN BOOK 16 PAGES 31 & 32.
- "PLAN OF PARCEL OF LOTS ON PROPERTY OF HARRY N. WYMAN IN KITTERY, YORK COUNTY, MAINE" PREPARED BY C.S. GERRISH, CE, DATED DECEMBER 8, 1938, Y.C.R.D. BOOK 17 PAGE 7.
- "STANDARD BOUNDARY SURVEY FOR PROPERTY AT 44 TILTON AVENUE, YORK COUNTY, KITTERY, MAINE OWNED BY CANDACE J. DELISIO" PREPARED BY NORTH EASTERLY SURVEYING, INC., DATED SEPTEMBER 12, 2002.
- "STANDARD BOUNDARY SURVEY FOR PROPERTY AT 49 TILTON AVENUE, KITTERY, YORK COUNTY, MAINE OWNED BY SARA GALLANT GRASTY" PREPARED BY NORTH EASTERLY SURVEYING, INC., DATED JANUARY 9, 2008, RECORDED Y.C.R.D. BOOK 328 PAGE 15.

#### NOTES:

- OWNERS OF RECORD:  
TAX MAP 16 LOT 148  
LUSITANO, LLC  
Y.C.R.D. BOOK 17499 PAGE 681  
DATED FEBRUARY 23, 2007
- TOTAL EXISTING PARCEL AREA:  
TAX MAP 16 LOT 148  
1.90 Acres
- BASIS OF BEARING IS PER PLAN REFERENCE #1.
- APPROXIMATE ABUTTER'S LINES SHOWN HEREON ARE FOR REFERENCE PURPOSES ONLY AND SHALL NOT BE RELIED UPON AS BOUNDARY INFORMATION.
- EASEMENTS OR OTHER UNWRITTEN RIGHTS MAY EXIST THAT ENCUMBER OR BENEFIT THE PROPERTY NOT SHOWN HEREON.
- ZONING INFORMATION AND SETBACKS SHOWN HEREON ARE FOR REFERENCE PURPOSES. CONFIRM CURRENT ZONING REQUIREMENTS WITH THE TOWN OF KITTERY PRIOR TO DESIGN OR CONSTRUCTION.
- THE BOUNDARY SHOWN HEREON IS PER PLAN REFERENCE #1.
- ABUTTING DEEDS CALL FOR A "16-FOOT WIDE PASSAGEWAY" WHERE WYMAN AVENUE EXISTS. A 30-FOOT WIDE RIGHT OF WAY (AS SHOWN ON ABUTTING PLANS) WAS ASSUMED FOR THE BOUNDARY SHOWN HEREON, REFERENCE IS MADE TO PLAN REFERENCE #1.





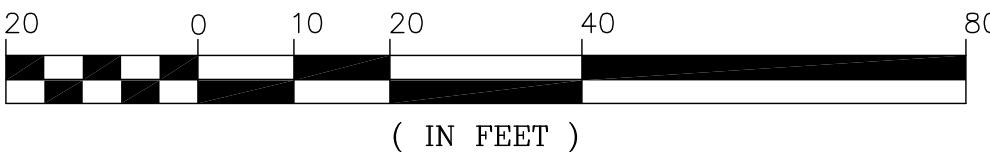
DEMOLITION NOTES

1. CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES SCHEDULED TO REMAIN.
2. ALL MATERIALS SCHEDULED FOR DEMOLITION OR REMOVAL ON PRIVATE PROPERTY SHALL BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE SPECIFIED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TIMELY NOTIFICATION OF ALL PARTIES, CORPORATIONS, COMPANIES, INDIVIDUALS AND STATE AND LOCAL AUTHORITIES OWNING AND/OR HAVING JURISDICTION OVER ANY UTILITIES RUNNING TO, THROUGH OR ACROSS AREAS TO BE DISTURBED BY DEMOLITION AND/OR CONSTRUCTION ACTIVITIES WHETHER OR NOT SAID UTILITIES ARE SUBJECT TO DEMOLITION, RELOCATION, MODIFICATION AND/OR CONSTRUCTION.
4. AT NO TIME SHALL ANY UTILITY SERVICE OR VEHICULAR ACCESS TO ADJOINING PROPERTIES BE COMPLETELY INTERRUPTED UNLESS A FULL SHUTDOWN IS COORDINATED WITH ALL AFFECTED PARTIES AND UTILITY PROVIDER(S).
5. ALL UTILITY DISCONNECTIONS/DEMOLITIONS/RELOCATIONS SHALL BE COORDINATED BETWEEN THE CONTRACTOR, ALL APPROPRIATE UTILITY COMPANIES, KITTERY WATER DISTRICT, KITTERY SEWER DISTRICT, KITTERY PUBLIC WORKS AND ADJOINING PROPERTY OWNERS AS NECESSARY. UNLESS OTHERWISE SPECIFIED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELATED EXCAVATION, TRENCHING AND BACKFILLING.
6. SEE EROSION CONTROL PLANS FOR PERIMETER EROSION AND SEDIMENT CONTROL MEASURES THAT SHALL BE IN PLACE PRIOR TO DEMOLITION ACTIVITIES.
7. ALL MATERIAL SCHEDULED TO BE REMOVED SHALL BE LEGALLY DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS/CODES.
8. CONTRACTOR TO CONTACT KITTERY WATER DISTRICT (KWD) AND KITTERY SEWER DISTRICT (KSD) A MINIMUM OF TWO WEEKS PRIOR TO ANY DEMOLITION TO COORDINATE ALL WORK CONCERNING DISCONNECTION/DEMOLITION OF ANY PROPOSED WATER AND SEWER LINE IMPROVEMENTS.
9. ALL WATER AND SEWER DISCONNECTIONS SHALL CONFORM TO KSD AND KWD STANDARDS.
10. NO BURNING SHALL BE PERMITTED PER LOCAL REGULATIONS.
11. HAZARDOUS MATERIALS ENCOUNTERED DURING DEMOLITION AND CONSTRUCTION ACTIVITIES SHALL BE ABATED IN STRICT ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL REGULATIONS.
12. THIS PLAN IS INTENDED TO PROVIDE MINIMUM GUIDELINES FOR THE DEMOLITION OF EXISTING SITE FEATURES. UNLESS OTHERWISE NOTED TO REMAIN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL BUILDINGS, PAVEMENT, CONCRETE, CURBING, SIGNS, POLES, UTILITIES, FENCES, VEGETATION AND OTHER EXISTING FEATURES AS NECESSARY TO FULLY CONSTRUCT THE PROJECT.

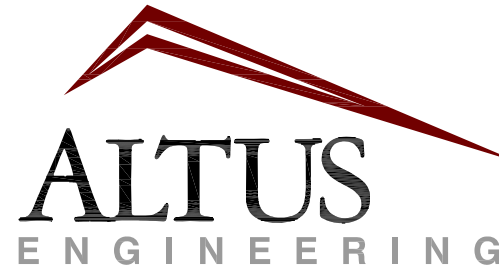
LEGEND:

- |     |                                       |
|-----|---------------------------------------|
| --- | PROPERTY LINE                         |
| --- | PROPOSED PRIVATE ROW                  |
| --- | WETLAND BOUNDARY                      |
| --- | EXISTING 10FT CONTOUR                 |
| --- | EXISTING 1FT CONTOUR                  |
| --- | PROPOSED 1FT CONTOUR                  |
| --- | PROPOSED SPOT GRADE                   |
| --- | PROPOSED METAL FLARED END SECTION     |
| --- | PROPOSED CLEANOUT                     |
| --- | PROPOSED YARD DRAIN                   |
| --- | PROPOSED DRAIN W/MFES                 |
| --- | PROPOSED PERFORATED UNDERDRAIN        |
| --- | PROPOSED SEWER LINE AND MANHOLE       |
| --- | PROPOSED WATER LINE AND SHUTOFF VALVE |
| --- | PROPOSED UNDERGROUND UTILITY LINES    |
| --- | PROPOSED OVERHEAD UTILITY LINES       |

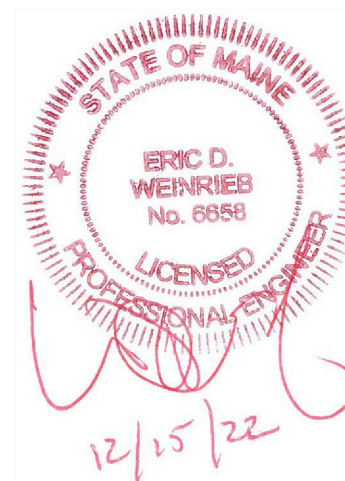
GRAPHIC SCALE



ENGINEER:



133 Court Street  
(603) 433-2335  
Portsmouth, NH 03801  
www.altus-eng.com



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ISSUED FOR:

APPROVAL

ISSUE DATE:

NOVEMBER 3, 2022

REVISIONS

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EBS	12/22/21
1	GENERAL REVISIONS	EBS	11/03/22

DRAWN BY: \_\_\_\_\_ RMB

APPROVED BY: \_\_\_\_\_ EBS

DRAWING FILE: \_\_\_\_\_ 5235CONDO.DWG

SCALE:

(24"x36") 1" = 20'  
(11"x17") N.T.S.

OWNER/APPLICANT:

LUSITANO, LLC

JIM HIGGINS

119 KINGS HIGHWAY NO.

ELIOT, MAINE 03903

PROJECT:

WYMAN HILL

TAX MAP 16, LOT 148

28 WYMAN AVENUE

KITTERY, MAINE

TITLE:

DEMOLITION

PLAN

SHEET NUMBER:

C - 1

PS235



CHAIR	DATE
OWNER	DATE
APPLICANT	DATE



1. DESIGN INTENT – THIS PLAN SET IS INTENDED TO DEPICT A (3) SINGLE-UNIT DETACHED CONDOMINIUM PLAN WITH SHARED RIGHT OF WAY AND COMMON DRIVE.
2. PLAN REFERENCE: "EXISTING CONDITIONS PLAN FOR PROPERTY AT 28 WYMAN AVENUE, KITTERY, MAINE" BY NORTH EASTERLY SURVEYING, INC., DATED PRELIMINARY JULY 7, 2021.
3. LOT AREA: ±82,839 S.F. (±1.90 ACRES) EXISTING
4. ZONE: RESIDENTIAL USE (R-U)
5. DIMENSIONAL REQUIREMENTS –

	REQUIRED	PROVIDED
MINIMUM LOT AREA PER UNIT	20,000 S.F.	>20,000 S.F. MIN.
ROAD FRONTAGE	100 FT.	86.89 FT. MIN.
FRONT YARD	30 FT.	>30 FT. MIN.
SIDE YARD	15 FT.	>15 FT. MIN.
REAR YARD	15 FT.	>15 FT. MIN.
BUILDING COVERAGE	20% MAX.	
EXISTING		2.8%
PROPOSED		5.7%
WETLANDS SETBACK (< 1 ACRE)		
BUILDING	50 FT.	>100 FT.
DRIVEWAY (FROM TOE)	10 FT.	> 10 FT.
6. DENSITY/NET RESIDENTIAL AREA CALCULATIONS:

TOTAL LOT AREA	1.90 AC.
LESS WETLANDS	= 0.21 AC.
LESS RIGHT OF WAY	= 0.16 AC.
NET RESIDENTIAL AREA =	1.53 AC.
NUMBER OF DWELLING UNITS PERMITTED	
(1.53 AC × 43,560 SF/AC ÷ 20,000 S.F./UNIT) =	3.33 UNITS
NUMBER OF DWELLING UNITS PROPOSED =	3 UNITS
7. OPEN SPACE CALCULATIONS:

50% TOTAL LOT AREA AND 30% NET RES. AREA REQUIRED	
TOTAL LOT AREA: 1.90 AC. × 50% = 0.95 AC. REQUIRED	
NET RES. AREA: 1.53 AC. × 30% = 0.46 AC. REQUIRED	
TOTAL LOT AREA =	1.90 AC.
LESS ROW	= 0.16 AC.
LESS LIMITED COMMON AREA	= 0.73 AC.
LESS DRIVEWAY AREA	= 0.05 AC.
OPEN SPACE PROVIDED =	0.96 AC.
(50% OF TOTAL LOT, 62% OF NET RES. AREA)	
OPEN SPACE, RESERVED:	0.00 AC.
OPEN SPACE, COMMON:	0.96 AC.
OPEN SPACE, PUBLIC:	0.00 AC.
8. WETLANDS WERE DELINEATED BY MIKE MARIANO IN 2017.
9. A VERNAL POOL SURVEY CONDUCTED BY JOSEPH W. NOEL ION APRIL 2022, DETERMINED THAT THE VERNAL POOL WAS NON-SIGNIFICANT UNDER NDEP CRITERIA.
10. AREA OF DISTURBANCE LESS THAN 43,560 SF, NOI AND SWPPP INSPECTIONS ARE NOT REQUIRED.
11. SNOW SHALL BE STORED AT THE EDGE OF PAVEMENT AND IN AREAS SHOWN.
12. ALL CONSTRUCTION SHALL MEET THE MINIMUM STANDARDS OF THE TOWN OF KITTERY & MEDOT'S STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION, LATEST EDITIONS. THE MORE STRINGENT SPECIFICATION SHALL GOVERN.
13. CLEAN AND COAT VERTICAL FACE OF EXISTING PAVEMENT AT SAWCUT LINES WITH RS-1 IMMEDIATELY PRIOR TO PLACING NEW BITUMINOUS CONCRETE.
14. BUILDING AREA SHOWN IS BASED ON FOOTPRINT MEASURED TO THE EDGE OF FOUNDATIONS AND/OR SLABS. ACTUAL INTERIOR SPACE WILL DIFFER.
15. WAIVER OF THE KITTERY LAND USE AND DEVELOPMENT CODE 10.711.C(3)(g) REQUIRED TO ALLOW DRAINAGE PIPES TO BE LESS THAN 12" IN DIAMETER.
16. NO FERTILIZERS SHALL BE PERMITTED TO BE USED IN THE WETLAND BUFFER.
17. COORDINATE w/ THE TOWN OF KITTERY FOR WETLAND BUFFER AND VERNAL POOL SIGNAGE.

ISSUED FOR:

APPROVAL

ISSUE DATE:

NOVEMBER 3, 2022

REVISIONS			
NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EBS	12/22/05
1	ADD PRIVATE R.O.W.	EBS	05/19/06
2	REV. PER PLANNING BOARD	EBS	06/21/06
3	ADD TURN AROUND	EBS	08/11/06
4	REV. PER REVIEW	EBS	09/14/06
5	GENERAL REVISIONS	EBS	11/03/06

DRAWN BY: \_\_\_\_\_ RMB

APPROVED BY: \_\_\_\_\_ EBS

DRAWING FILE: 5235CONDO.DWG

SCALE:  
(24"x36") 1" = 20'  
(11"x17") N.T.S.

OWNER/APPLICANT:

LUSITANO, LLC  
JIM HIGGINS  
119 KINGS HIGHWAY NO.  
ELIOT, MAINE 03903

PROJECT:  
WYMAN HILL

TAX MAP 16, LOT 148

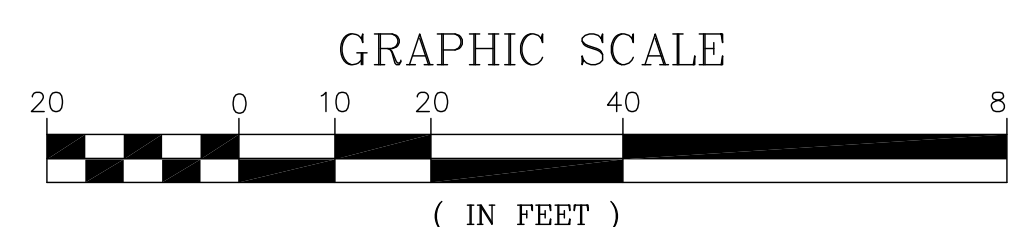
28 WYMAN AVENUE  
KITTERY, MAINE

TITLE: \_\_\_\_\_

## CONDOMINIUM SITE PLAN

SHEET NUMBER:

C - 2

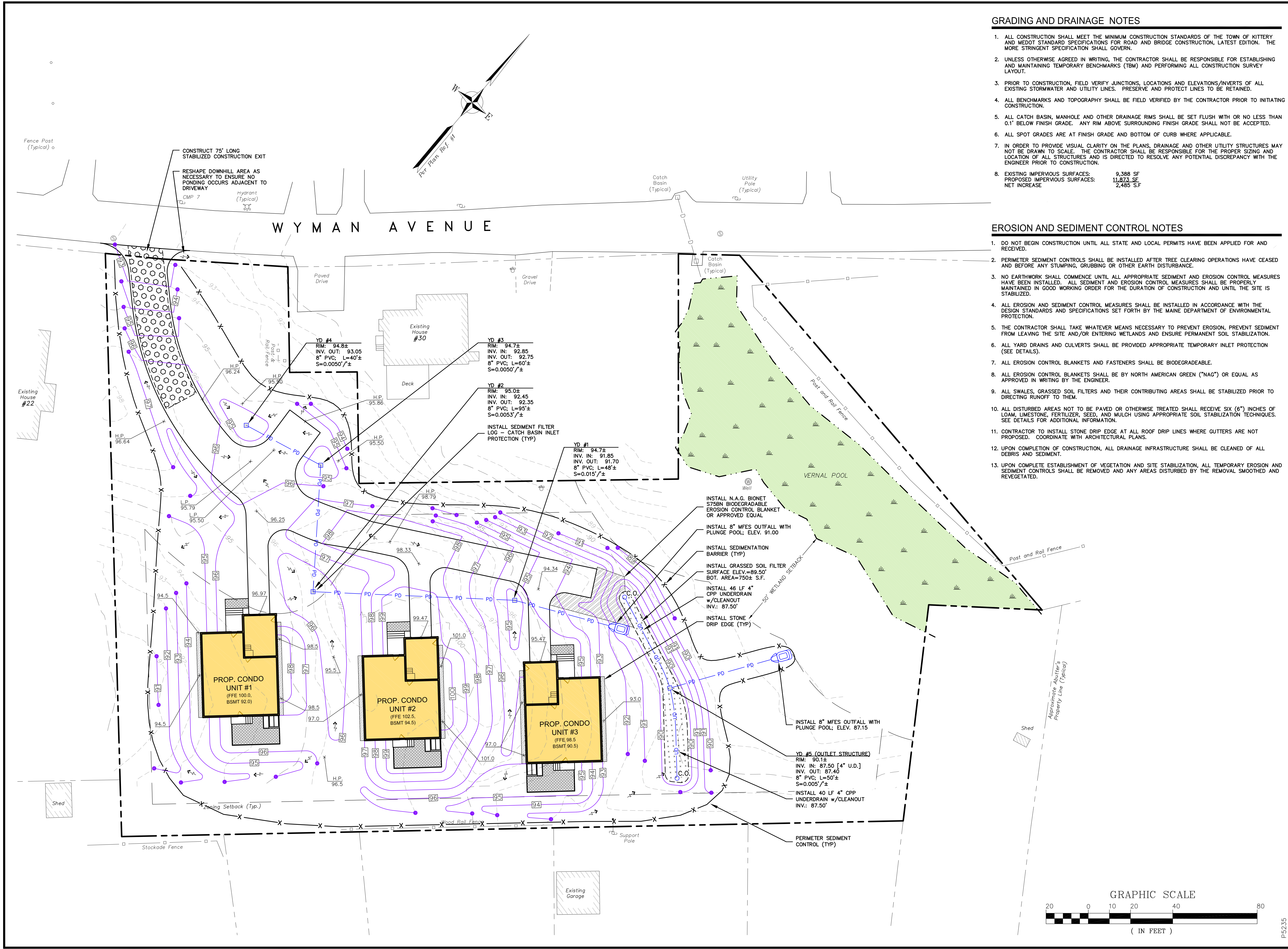


0507E









- ### GRADING AND DRAINAGE NOTES
- ALL CONSTRUCTION SHALL MEET THE MINIMUM CONSTRUCTION STANDARDS OF THE TOWN OF KITTERY AND MEDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. THE MORE STRINGENT SPECIFICATION SHALL GOVERN.
  - UNLESS OTHERWISE AGREED IN WRITING, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING TEMPORARY BENCHMARKS (TBM) AND PERFORMING ALL CONSTRUCTION SURVEY LAYOUT.
  - PRIOR TO CONSTRUCTION, FIELD VERIFY JUNCTIONS, LOCATIONS AND ELEVATIONS/INVERTS OF ALL EXISTING STORMWATER AND UTILITY LINES. PRESERVE AND PROTECT LINES TO BE RETAINED.
  - ALL BENCHMARKS AND TOPOGRAPHY SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO INITIATING CONSTRUCTION.
  - ALL CATCH BASIN, MANHOLE AND OTHER DRAINAGE RIMS SHALL BE SET FLUSH WITH OR NO LESS THAN 0.1' BELOW FINISH GRADE. ANY RIM ABOVE SURROUNDING FINISH GRADE SHALL NOT BE ACCEPTED.
  - ALL SPOT GRADES ARE AT FINISH GRADE AND BOTTOM OF CURB WHERE APPLICABLE.
  - IN ORDER TO PROVIDE VISUAL CLARITY ON THE PLANS, DRAINAGE AND OTHER UTILITY STRUCTURES MAY NOT BE DRAWN TO SCALE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER SIZING AND LOCATION OF ALL STRUCTURES AND IS DIRECTED TO RESOLVE ANY POTENTIAL DISCREPANCY WITH THE ENGINEER PRIOR TO CONSTRUCTION.
  - EXISTING IMPERVIOUS SURFACES: 9,388 SF  
PROPOSED IMPERVIOUS SURFACES: 11,873 SF  
NET INCREASE: 2,485 SF

- ### EROSION AND SEDIMENT CONTROL NOTES
- DO NOT BEGIN CONSTRUCTION UNTIL ALL STATE AND LOCAL PERMITS HAVE BEEN APPLIED FOR AND RECEIVED.
  - PERIMETER SEDIMENT CONTROLS SHALL BE INSTALLED AFTER TREE CLEARING OPERATIONS HAVE CEASED AND BEFORE ANY STUMPING, GRUBBING OR OTHER EARTH DISTURBANCE.
  - NO EARTHWORK SHALL COMMENCE UNTIL ALL APPROPRIATE SEDIMENT AND EROSION CONTROL MEASURES HAVE BEEN INSTALLED. ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE PROPERLY MAINTAINED IN GOOD WORKING ORDER FOR THE DURATION OF CONSTRUCTION AND UNTIL THE SITE IS STABILIZED.
  - ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE DESIGN STANDARDS AND SPECIFICATIONS SET FORTH BY THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
  - THE CONTRACTOR SHALL TAKE WHATEVER MEANS NECESSARY TO PREVENT EROSION, PREVENT SEDIMENT FROM LEAVING THE SITE AND/OR ENTERING WETLANDS AND ENSURE PERMANENT SOIL STABILIZATION.
  - ALL YARD DRAINS AND CULVERTS SHALL BE PROVIDED APPROPRIATE TEMPORARY INLET PROTECTION (SEE DETAILS).
  - ALL EROSION CONTROL BLANKETS AND FASTENERS SHALL BE BIODEGRADABLE.
  - ALL EROSION CONTROL BLANKETS SHALL BE BY NORTH AMERICAN GREEN ("NAG") OR EQUAL AS APPROVED IN WRITING BY THE ENGINEER.
  - ALL SWALES, GRASSED SOIL FILTERS AND THEIR CONTRIBUTING AREAS SHALL BE STABILIZED PRIOR TO DIRECTING RUNOFF TO THEM.
  - ALL DISTURBED AREAS NOT TO BE PAVED OR OTHERWISE TREATED SHALL RECEIVE SIX (6") INCHES OF LOAM, LIMESTONE, FERTILIZER, SEED, AND MULCH USING APPROPRIATE SOIL STABILIZATION TECHNIQUES. SEE DETAILS FOR ADDITIONAL INFORMATION.
  - CONTRACTOR TO INSTALL STONE DRIP EDGE AT ALL ROOF DRIP LINES WHERE GUTTERS ARE NOT PROPOSED. COORDINATE WITH ARCHITECTURAL PLANS.
  - UPON COMPLETION OF CONSTRUCTION, ALL DRAINAGE INFRASTRUCTURE SHALL BE CLEANED OF ALL DEBRIS AND SEDIMENT.
  - UPON COMPLETE ESTABLISHMENT OF VEGETATION AND SITE STABILIZATION, ALL TEMPORARY EROSION AND SEDIMENT CONTROLS SHALL BE REMOVED AND ANY AREAS DISTURBED BY THE REMOVAL SMOOTHED AND REVEGETATED.

**ENGINEER:**  
  
133 Court Street  
(603) 433-2335  
Portsmouth, NH 03801  
www.altus-eng.com

**THIS DRAWING HAS NOT BEEN RELEASED FOR CONSTRUCTION**  
ISSUED FOR: **APPROVAL**  
ISSUE DATE: **NOVEMBER 3, 2022**

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EBS	12/22/21
1	REV. PER PLANNING BOARD	EBS	06/21/22
2	ADD TURN AROUND	EBS	08/16/22
3	REV. PER REVIEW	EBS	09/14/22
4	GENERAL REVISIONS	EBS	11/03/22

DRAWN BY: \_\_\_\_\_ RMB  
APPROVED BY: \_\_\_\_\_ EBS  
DRAWING FILE: \_\_\_\_\_ 5235CONDO.DWG

SCALE:  
(24"x36") 1" = 20'  
(11"x17") N.T.S.

OWNER/APPLICANT:  
  
LUSITANO, LLC  
JIM HIGGINS  
119 KINGS HIGHWAY NO.  
ELIOT, MAINE 03903

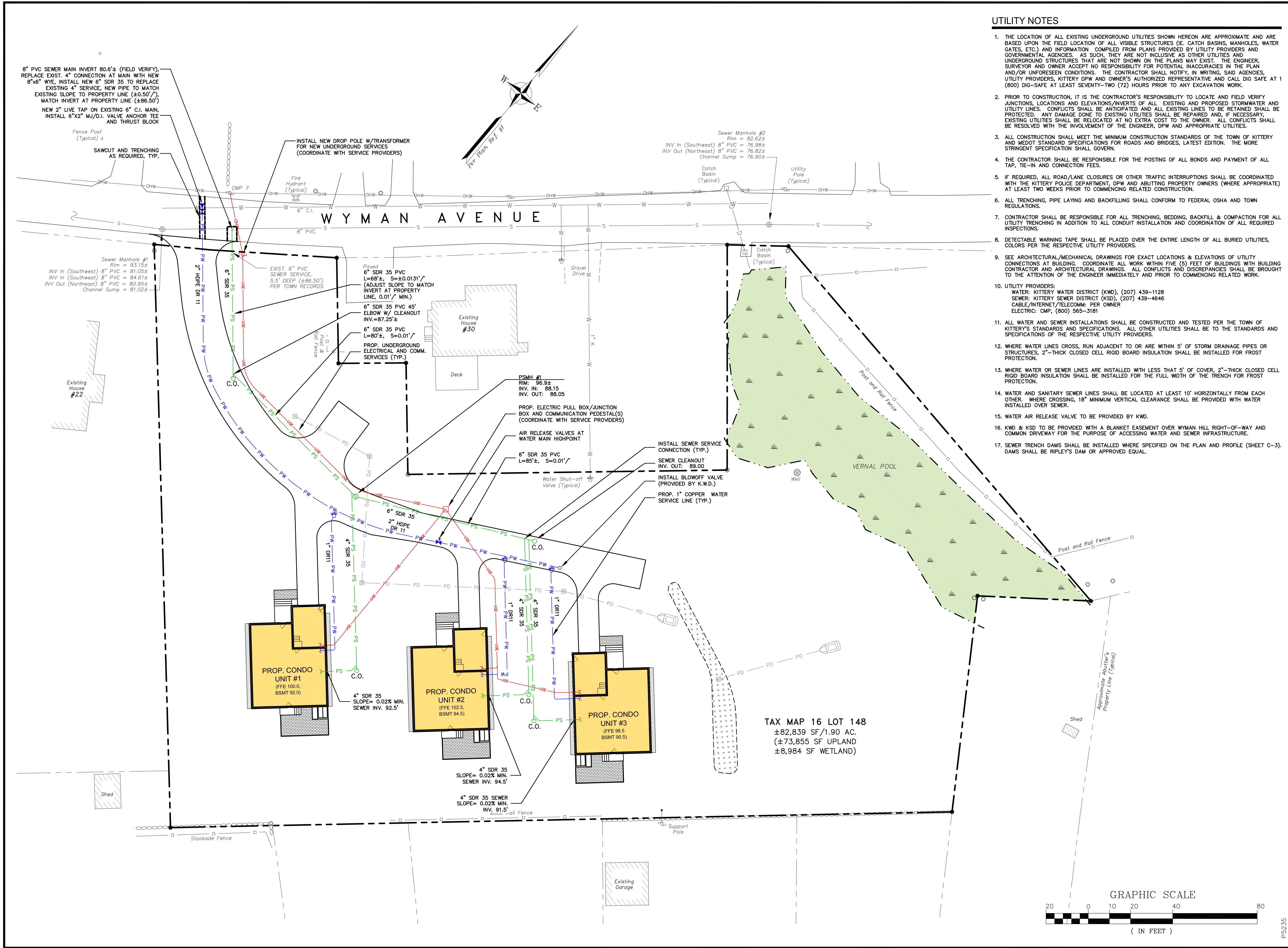
PROJECT:  
**WYMAN HILL**  
  
TAX MAP 16, LOT 148  
  
28 WYMAN AVENUE  
KITTERY, MAINE

TITLE:  
**GRADING & STORMWATER MANAGEMENT PLAN**

SHEET NUMBER:  
**C - 4**

PS235





UTILITY NOTES

1. THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE AND ARE BASED UPON THE FIELD LOCATION OF ALL VISIBLE STRUCTURES (IE. CATCH BASINS, MANHOLES, WATER GATES, ETC.) AND INFORMATION COMPILED FROM PLANS PROVIDED BY UTILITY PROVIDERS AND GOVERNMENTAL AGENCIES. AS SUCH, THEY ARE NOT INCLUSIVE AS OTHER UTILITIES AND UNDERGROUND STRUCTURES THAT ARE NOT SHOWN ON THE PLANS MAY EXIST. THE ENGINEER, SURVEYOR AND OWNER ACCEPT NO RESPONSIBILITY FOR POTENTIAL INACCURACIES IN THE PLAN AND/OR UNFORESEEN CONDITIONS. THE CONTRACTOR SHALL NOTIFY, IN WRITING, SAID AGENCIES, UTILITY PROVIDERS, KITTERY DPW AND OWNER'S AUTHORIZED REPRESENTATIVE AND CALL DIG SAFE AT 1 (800) DIG-SAFE AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO ANY EXCAVATION WORK.
2. PRIOR TO CONSTRUCTION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND FIELD VERIFY JUNCTIONS, LOCATIONS AND ELEVATIONS/INVERTS OF ALL EXISTING AND PROPOSED STORMWATER AND UTILITY LINES. CONFLICTS SHALL BE ANTICIPATED AND ALL EXISTING LINES TO BE RETAINED SHALL BE PROTECTED. ANY DAMAGE DONE TO EXISTING UTILITIES SHALL BE REPAIRED AND, IF NECESSARY, EXISTING UTILITIES SHALL BE RELOCATED AT NO EXTRA COST TO THE OWNER. ALL CONFLICTS SHALL BE RESOLVED WITH THE INVOLVEMENT OF THE ENGINEER, DPW AND APPROPRIATE UTILITIES.
3. ALL CONSTRUCTION SHALL MEET THE MINIMUM CONSTRUCTION STANDARDS OF THE TOWN OF KITTERY AND MDOT STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES, LATEST EDITION. THE MORE STRINGENT SPECIFICATION SHALL GOVERN.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE POSTING OF ALL BONDS AND PAYMENT OF ALL TAP, TIE-IN AND CONNECTION FEES.
5. IF REQUIRED, ALL ROAD/LANE CLOSURES OR OTHER TRAFFIC INTERRUPTIONS SHALL BE COORDINATED WITH THE KITTERY POLICE DEPARTMENT, DPW AND ABUTTING PROPERTY OWNERS (WHERE APPROPRIATE) AT LEAST TWO WEEKS PRIOR TO COMMENCING RELATED CONSTRUCTION.
6. ALL TRENCHING, PIPE LAYING AND BACKFILLING SHALL CONFORM TO FEDERAL OSHA AND TOWN REGULATIONS.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRENCHING, BEDDING, BACKFILL & COMPACTION FOR ALL UTILITY TRENCHING IN ADDITION TO ALL CONDUIT INSTALLATION AND COORDINATION OF ALL REQUIRED INSPECTIONS.
8. DETECTABLE WARNING TAPE SHALL BE PLACED OVER THE ENTIRE LENGTH OF ALL BURIED UTILITIES, COLORS PER THE RESPECTIVE UTILITY PROVIDERS.
9. SEE ARCHITECTURAL/MECHANICAL DRAWINGS FOR EXACT LOCATIONS & ELEVATIONS OF UTILITY CONNECTIONS AT BUILDING. COORDINATE ALL WORK WITHIN FIVE (5) FEET OF BUILDINGS WITH BUILDING CONTRACTOR AND ARCHITECTURAL DRAWINGS. ALL CONFLICTS AND DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY AND PRIOR TO COMMENCING RELATED WORK.
10. UTILITY PROVIDERS:  
WATER: KITTERY WATER DISTRICT (KWD), (207) 439-1128  
SEWER: KITTERY SEWER DISTRICT (KSD), (207) 439-4646  
CABLE/INTERNET/TELECOMM: PER OWNER  
ELECTRIC: CMP, (800) 565-3181
11. ALL WATER AND SEWER INSTALLATIONS SHALL BE CONSTRUCTED AND TESTED PER THE TOWN OF KITTERY'S STANDARDS AND SPECIFICATIONS. ALL OTHER UTILITIES SHALL BE TO THE STANDARDS AND SPECIFICATIONS OF THE RESPECTIVE UTILITY PROVIDERS.
12. WHERE WATER LINES CROSS, RUN ADJACENT TO OR ARE WITHIN 5' OF STORM DRAINAGE PIPES OR STRUCTURES, 2"-THICK CLOSED CELL RIGID BOARD INSULATION SHALL BE INSTALLED FOR FROST PROTECTION.
13. WHERE WATER OR SEWER LINES ARE INSTALLED WITH LESS THAT 5' OF COVER, 2"-THICK CLOSED CELL RIGID BOARD INSULATION SHALL BE INSTALLED FOR THE FULL WIDTH OF THE TRENCH FOR FROST PROTECTION.
14. WATER AND SANITARY SEWER LINES SHALL BE LOCATED AT LEAST 10' HORIZONTALLY FROM EACH OTHER. WHERE CROSSING, 18" MINIMUM VERTICAL CLEARANCE SHALL BE PROVIDED WITH WATER INSTALLED OVER SEWER.
15. WATER AIR RELEASE VALVE TO BE PROVIDED BY KWD.
16. KWD & KSD TO BE PROVIDED WITH A BLANKET EASEMENT OVER WYMAN HILL RIGHT-OF-WAY AND COMMON DRIVEWAY FOR THE PURPOSE OF ACCESSING WATER AND SEWER INFRASTRUCTURE.
17. SEWER TRENCH DAMS SHALL BE INSTALLED WHERE SPECIFIED ON THE PLAN AND PROFILE (SHEET C-3). DAMS SHALL BE RIPLEY'S DAM OR APPROVED EQUAL.

ENGINEER:  
  
133 Court Street  
(603) 433-2335  
Portsmouth, NH 03801  
www.altus-eng.com

THIS DRAWING HAS NOT BEEN RELEASED FOR CONSTRUCTION  
ISSUED FOR:  
APPROVAL  
ISSUE DATE:  
FEBRUARY 9, 2023

REVISIONS  
NO. DESCRIPTION BY DATE  
0 INITIAL SUBMISSION EBS 12/22/21  
1 REV. PER PLANNING BOARD EBS 06/21/22  
2 ADD TURN AROUND EBS 08/11/22  
3 GENERAL REVISIONS EBS 11/03/22  
4 REV. SEWER CONNECTION EBS 02/09/23

DRAWN BY: \_\_\_\_\_ RMB  
APPROVED BY: \_\_\_\_\_ EBS  
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119 KINGS HIGHWAY NO.  
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WYMAN HILL  
TAX MAP 16, LOT 148  
28 WYMAN AVENUE  
KITTERY, MAINE

TITLE:  
UTILITY PLAN

SHEET NUMBER:  
C - 5



PROJECT NAME AND LOCATION

Wyman Hill  
Map 16 Lot 148  
Kittery, Maine

Latitude: 043° 05' 16" N  
Longitude: 070° 43' 45" W

DESCRIPTION

The project consists of a three (3) single-family detached condominium units with shared right-of-way and drive. The project will be completed in a single phase.

DISTURBED AREA

The total area to be disturbed is approximately 0.8 acres for constructing new driveway and dwelling units (including lot development). Prior to lot clearing and soil disturbance, sedimentation barrier shall be installed to prevent sediment leaving the lot.

SEQUENCE OF MAJOR ACTIVITIES

1. Install temporary erosion control measures including perimeter controls as noted on the plan. All temporary erosion control measures shall be maintained in good working condition for the duration of the project.
2. Clear and grub wooded area; strip and stockpile loam. Stockpiles shall be temporarily stabilized with hay bales mulch and surrounded by a hay bale or silt fence barrier until material is removed and final grading is complete.
3. Shut off and terminate existing services; demolish existing structures and pavement.
4. Construct ditches and stabilize prior to directing flow to them.
5. Construct drainage structures, swales & road base materials.
6. Ditches and swales with grades over 5% shall have sides and bottom reinforced with excelsior matting.
7. Shape site to desired grades
8. Loam (6" min) and seed all disturbed areas not paved or otherwise stabilized.
9. Install landscaping.
10. When all construction activity is complete and site is stabilized, remove all temporary erosion control measures and any sediment that has been trapped by these devices.

NAME OF RECEIVING WATER

Unnamed wetlands complex and open drainage systems to tidal waters of Spruce Creek.

TEMPORARY EROSION AND SEDIMENT CONTROLS AND STABILIZATION PRACTICES

All work shall be in accordance with state and local permits. Installation or construction of erosion control measures shall conform to the practices described in the "2014 Revision to the 2003 Maine Erosion and Sediment Control Field Guide for Contractors, published by the Maine Department of Environmental Protection.

Minimum erosion control measures will need to be implemented and the contractor will be responsible to maintain all components of the erosion control plan until the site is fully stabilized. However, based on site and weather conditions during construction, additional erosion control measures may need to be implemented. All areas of instability and erosion must be repaired immediately during construction and need to be maintained until the site is fully stabilized or vegetation is established. A construction log must be maintained for the erosion and sedimentation control inspections and maintenance.

As indicated in the sequence of Major Activities, perimeter controls shall be installed prior to commencing any clearing or grading of the site. Structural controls shall be installed concurrently with the applicable activity. Once construction activity ceases permanently in an area, silt fences and hay bale barriers and any earth/dikes will be removed once permanent measures are established.

During construction, runoff will be diverted around the site with stabilized channels where possible. Sheet runoff from the site will be filtered through hay bale barriers, stone check dams, and/or silt fences. All storm drain inlets shall be provided with inlet filters or stone check dams. Stone rip rap shall be provided at the outlets of drain pipes and culverts where shown on the drawings.

Temporary and permanent vegetation and mulching is an integral component of the erosion and sedimentation control plan. All areas shall be inspected and maintained until desired vegetative cover is established. These control measures are essential to erosion prevention and also reduce costly rework of graded and sloped areas.

Temporary vegetation shall be maintained in these areas until permanent seeding is applied. Additionally, erosion sedimentation measures shall be maintained until permanent vegetation is established.

INSTALLATION, MAINTENANCE AND INSPECTION PROCEDURES FOR TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES

- A. GENERAL
  1. Perimeter controls shall be installed prior to earth moving operations.
  2. The smallest practical portion of the site will be denuded at one time and no more than be mulched in one day. All disturbed areas must be stabilized by temporary measures within 5 days of initial disturbance and stabilized by permanent measures immediately after final grading.
  3. Sediment barriers shall be installed downgradient of stockpiles and diversion swales installed upgradient of stockpiles to prevent movement of soil.
  4. Built-up sediment shall be removed from silt fence or other barriers when it has reached one-third the height of the tubular barrier or bale, or when "bulges" occur in silt fence.
  4. All diversion dikes shall be inspected and any breaches promptly repaired.
  5. Temporary seeding and planting shall be inspected for bare spots, washouts, and unhealthy growth.
  6. The owner's authorized engineer shall inspect the site on a periodic basis to review compliance with the plans.
  7. All ditches and swales shall be stabilized prior to directing runoff to them. All diversion dikes will be inspected and any breaches promptly repaired.
  8. Temporary water diversion (swales, basins, etc.) shall be used as necessary until areas are stabilized.
  9. Ponds and swales shall be installed early on in the construction sequence (before rough grading site).
  10. All cut and fill slopes shall be seeded/loamed within 72 hours of achieving finished grade.
  11. An area shall be considered stable if one of the following has occurred:
    - a. Base coarse gravels have been installed in areas to be paved;
    - b. A minimum of 90% vegetated growth as been established;
    - c. A minimum of 3 inches of non-erosive material such as stone of riprap has been installed; or
    - d. Erosion control blankets have been properly installed.

MULCHING

- Application
- \* In sensitive areas (within 100 ft of streams, wetlands and in lake watersheds) temporary mulch shall be applied within 7 days of exposing soil or prior to any storm event.
  - \* Areas, which have been temporarily or permanently seeded, shall be mulched immediately following seeding.
  - \* Areas which cannot be seeded within the growing season shall be mulched for over-winter protection and the area should be seeded at the beginning of the growing season.
  - \* Mulch anchoring should be used on slopes greater than 5% in late fall (post September 15), and over-winter (September 15 – April 15).

Type of Mulch

Hay or Straw Mulches  
Organic mulches, including hay and straw, shall be air-dried, free of undesirable seeds and coarse materials. Application rate shall be 2 bales (70–90 pounds) per 1000 sq. ft. or 1.5 to 2 tons (90–100 bales) per acre to cover 75 to 90 % of the ground surface. Hay mulch subject to wind blowing shall be anchored via: netting; peg and twine or tracking.

Erosion Control Mix

Erosion control mix shall consist primarily of organic material and shall include any of the following: shredded bark, stump grindings, composted bark or other acceptable products based on a similar raw source. Wood or bark chips, ground construction debris or reprocessed wood products shall not be acceptable as the organic component of the mix. It can be used as a stand-alone reinforcement:

- \* On slopes 2 horizontal to 1 vertical or less.
- \* At the bottom of steep perimeter slopes exceeding 100 feet in length;
- \* Below culvert outlet aprons; and
- \* Around catch basins and closed storm systems.

Other reinforcement BMPs (i.e. riprap) should be used:

- \* On slopes with groundwater seepage;
- \* At low points with concentrated flows and in gullies;
- \* At the bottom of steep perimeter slopes exceeding 100 feet in length;
- \* Below culvert outlet aprons; and
- \* Around catch basins and closed storm systems.

Composition

Erosion control mix shall contain a well-graded mixture of particle sizes and may contain rocks less than 4" in diameter. Erosion control mix must be free of refuse, physical contaminants, and material toxic to plant growth. The mix composition shall meet the following standards:

- \* The organic matter content shall be between 80 and 100%, dry weight basis.
- \* Particle size by weight shall be 100% passing a 6" screen and a minimum of 70%, maximum of 85%, passing a 0.75" screen.
- \* The organic portion needs to be fibrous and elongated.
- \* Large portions of silts, clays or fine sands are not acceptable in the mix.

Installation

- \* Erosion control mix shall not be used on slopes steeper than 2:1.
  - \* On slopes of 3:1 or less; 2 inches plus an additional 1/2 inch per 20 feet of slope up to 100 feet.
  - \* On slopes between 3:1 and 2:1, 4 inch plus an additional 1/2 inch per 20 feet of slope up to 100 feet.
- The thickness of the mulch at the bottom of the slope needs to be:
- |                |            |                            |
|----------------|------------|----------------------------|
| <20' of slope  | <3:1 slope | slopes between 3:1 and 2:1 |
| <20' of slope  | 2.0"       | 4.0"                       |
| <60' of slope  | 3.0"       | 5.0"                       |
| <100' of slope | 4.0"       | 6.0"                       |
- \* It shall be placed evenly and must provide 100% coverage with the soil totally invisible.

Any required repairs shall be made immediately, with additional erosion control mix placed on top of the mulch to reach the recommended thickness. When the mix is decomposed, clogged with sediment, eroded or ineffective, it shall be replaced or repaired. Erosion control mix mulch shall be left in place. If the mulch needs to be removed spread it out into the landscape.

Maintenance

All mulches must be inspected periodically, in particular after rainstorms, to check for rill erosion. If less than 90% of the soil surface is covered by mulch, additional mulch shall be immediately applied. Nets shall be inspected after rain events for dislocation or failure. If washouts or breakage occur, re-install the nets as necessary after repairing damage to the slope. Inspections shall take place until grasses are firmly established (95% soil surface covered with grass). Where mulch is used in conjunction with ornamental plantings, inspect periodically throughout the year to determine if mulch is maintaining coverage of the soil surface. Repair as needed.

TEMPORARY VEGETATION

Considerations

- \* Proper seedbed preparation and the use of quality seed are important in this practice just as in permanent seeding. Failure to carefully follow sound agronomic recommendations will often result in an inadequate stand of vegetation that provides little or no erosion control.
- \* Nutrients and pesticides used to establish and maintain a vegetation cover shall be managed to protect the surface and ground water quality.
- \* Temporary seeding shall be used extensively in sensitive areas (ponds and lake watersheds, steep slopes, streambanks, etc.).
- \* Late fall seeding may fail and cause water quality deterioration in spring runoff events, thus other measures such as mulching shall be implemented.

Specifications

Seedbed Preparation

Apply limestone and fertilizer according to soil test recommendations. If soil testing is not feasible on small or variable sites, or where timing is critical, fertilizer may be applied at the rate of 600 pounds per acre or 13.8 pounds per 1,000 square feet of 10–10–10 (N–P2O5–K2O) or equivalent. Apply limestone (equivalent to 50 percent calcium plus magnesium oxide) at a rate of 3 tons per acre (138 lb. per 1,000 square feet).

Seeding

- \* Select seed from recommendations in enclosed table.
- \* Where the soil has been compacted by construction operations, loosen soil to a depth of 2 inches before applying fertilizer, lime and seed.
- \* Apply seed uniformly by hand, cyclone seeder, drill, cultipacker type seeder or hydroseeder (slurry including seed and fertilizer). Hydroseeding that includes mulch may be left on soil surface. Seeding rates must be increased 10% when hydroseeding.

Mulching

Apply mulch over seeded area according to the TEMPORARY MULCHING BMP.

Maintenance

Temporary seeding shall be periodically inspected. At a minimum, 95% of the soil surface should be covered by vegetation. If any evidence of erosion or sedimentation is apparent, repairs shall be made and other temporary measures used in the interim (mulch, filter barriers, check dams, etc.).

Temporary Seeding Rates and Dates				
Seed	Lb./Ac	Seeding Depth	Recommended Seeding Dates	Remarks
Winter Rye	112 (2.0 bu)	1–1.5 in	8/15–10/1	Good for fall seeding. Select a hardy species, such as Arrostook Rye.
Oats	80 (2.5 bu)	1–1.5 in	4/1–7/1 8/15–9/15	Best for spring seeding. Early fall seeding will die when winter weather moved in, but mulch will provide protection.
Annual Ryegrass	40	.25 in	4/1–7/1	Grows quickly but is of short duration. Use where appearance is important. With mulch, seeding may be done throughout growing season.
Sudongrass	40 (1.0 bu)	.5–1 in	5/15–8/15	Good growth during hot summer periods.
Perennial	40 (2.0 bu)	.25 in	8/15–9/15	Good cover, longer lasting than Annual Ryegrass. Mulching will allow seeding throughout growing season. Refer to TEMPORARY MULCHING BMP PERMANENT VEGETATION BMP.
Temporary mulch with or and/or without dormant seeding			10/1–4/1	

SEDIMENT BARRIERS

Tubular Sediment Barrier

- a. To be provided by an approved manufacturer or supplier;
- b. Installed per manufacturer's specifications;
- c. Barrier shall be removed when they have served their useful purpose but not before the upslope areas has been permanently stabilized.

Organic Filter Berm See detail

Installation

- \* Sediment barriers shall be installed along the down gradient side of proposed ground disturbance areas prior to any construction activities.
- \* The barrier must be placed along a relatively level contour.

Maintenance

- \* Hay bale barriers, silt fences and filter berms shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. They shall be repaired immediately if there are any signs of erosion or sedimentation below them. If there are signs of undercutting at the center or the edges of the barrier, or impounding of large volumes of water behind them, sediment barriers shall be replaced with a temporary check dam.
- \* Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier still is necessary, the fabric shall be replaced promptly.
- \* Sediment deposits should be removed when deposits reach approximately one third (1/3) the height of the barrier.
- \* Filter berms should be reshaped as needed.
- \* Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed or removed to conform to the existing grade, prepared and seeded.
- \* Additional stone may have to be added to the construction stabilized entrance, rock barriers, stone lined swales, etc., periodically to maintain proper function of the erosion control structure.

PERMANENT SEEDING

1. Bedding – stones larger than 1 1/4", trash, rocks, and other debris that will interfere with seeding and future maintenance of the area should be removed. Where feasible, the soil should be tilled to a depth of 6" to prepare a seedbed and mix fertilizer (refer to Landscape Drawings and Specifications) into the soil.
2. Fertilizer (refer to Landscape Drawings and Specifications) – lime and fertilizer should be applied evenly over the area prior to or at the time of seeding and incorporated into the soil. Kinds and amounts of lime and fertilizer should be based on an evaluation of soil tests.
3. Seed Mixture (See Landscape Drawings for additional information):
  - 3.1. Lawn seed mix shall be a fresh, clean new seed crop. The Contractor shall furnish a dealer's guaranteed statement of the composition of the mixture and the percentage of purity and germination of each variety.
  - 3.2. Seed mixture shall conform to landscape specifications
4. Sodding – sodding is done where it is desirable to rapidly establish cover on a disturbed area. Sodding on area may be substituted for permanent seeding procedures anywhere on site. Bed preparation, fertilizing, and placement of sod shall be performed according to the S.C.S. Handbook. Sodding is recommended for steep sloped areas, areas immediately adjacent to sensitive water courses, easily erodible soils (fine sand/silt), etc.

DEWATERING

A dewatering plan shall be implemented to address excavation de-watering following heavy rainfall events or where the excavation may intercept the groundwater table during construction. The collected water needs treatment and a discharge point that will not cause downgradient erosion and offsite sedimentation or within a resource.

All dewatering discharge locations shall be located on relatively flat ground at least 75' from streams and 25' from wetlands. The contractor shall utilize dirtbags, erosion control mix berms, or similar methods for filtration of dewatering and shall conform to the Maine Erosion and Sediment Control BMPs.

MONITORING SCHEDULE

The contractor shall be 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, immediately following any significant rainfall, and at least once a week, a visual inspection will be made of all erosion and sedimentation controls as follows:

1. Silt fence shall be inspected and repaired. Sediment trapped behind these barriers shall be excavated when it reaches a depth of 6" and redistributed to areas undergoing final grading.
2. Construction entrance shall be visually inspected and repaired as needed. Any areas subject to rutting shall be stabilized immediately. If the voids of the construction entrance become filled with mud, more crushed stone shall be added as needed. The public roadway shall be swept should mud be deposited/tracked onto them.

STANDARDS FOR STABILIZING SITES FOR THE WINTER

The following standards and methodologies shall be used for stabilizing the site during the winter construction period:

1. Standard for the timely stabilization of disturbed slopes (any area having a grade greater than 25%) – the contractor will seed and mulch all slopes to be vegetated by September 15th. If the contractor fails to stabilize any slope to be vegetated by September 15th, then the contractor will take one of the following actions to stabilize the slope for late fall and winter:
  - A. **Stabilize the soil with temporary vegetation and erosion control mats:** by October 1st the contractor will seed the disturbed slope with winter rye at a rate of 3 pounds per 1000 square feet and then install erosion control mats or anchored hay mulch over the seeding. The contractor will monitor growth of the rye over the next 30 days.
  - B. **Stabilize the slope with wood-waste compost:** the contractor will place a six-inch layer of wood-waste compost on the slope by November 15th. The contractor will not use wood-waste compost to stabilize slopes having grades greater than 50% (2h:1v) or having groundwater seeps on the slope face.
  - C. **Stabilize the slope with stone riprap:** the contractor will place a layer of stone riprap on the slope by November 15th. The development's owner will hire a registered professional engineer to determine the stone size needed for stability on the slope and to design a filter layer for underneath the riprap.
2. Standard for the timely stabilization of disturbed soils – by September 15th the contractor will seed and mulch all disturbed soils on the site. If the contractor fails to stabilize these soils by this date, then the contractor will take on of the following actions to stabilize the soil for late fall and winter:
  - A. **Stabilize the soil with temporary vegetation:** by October 1st the contractor will seed the disturbed soil with winter rye at a seeding rate of 3 pounds per 1000 square feet, lightly mulch the seeded soil with hay or straw at 75 pounds per 1000 square feet, and anchor the mulch with plastic netting. The contractor will monitor growth of the rye over the next 30 days. If the rye fails to grow at least three inches or fails to cover at least 75% of the disturbed soil before November 1, then the contractor will mulch the area for winter.
  - B. **Stabilize the soil with sod:** the contractor will stabilize the disturbed soil with properly installed sod by October 1st. proper installation includes the contractor pinning the sod onto the soil with wire pins, rolling the sod to guarantee contact between the sod and underlying soil, and watering the sod to promote root growth into the disturbed soil.
  - C. **Stabilize the soil with mulch:** by November 15th the contractor will mulch the disturbed soil by spreading hay or straw at a rate of at least 150 pounds per 1000 square feet on the area so that no soil is visible through the mulch. Immediately after applying the mulch, the contractor will anchor the mulch with netting or other method to prevent wind from moving the mulch off the disturbed soil.

Winter inspections shall be performed after, each rainfall, snowstorm or thawing and at least once a week. All areas within 75 feet of a protected natural resource must be protected with a double row of sediment barrier.

EROSION CONTROL REMOVAL

An area is considered stable if it is paved or if 90% growth of planted seeds is established. once an area is considered stable, the erosion control measures can be removed as follows:

1. **Silt Fence:** Silt fence shall be disposed of legally and properly off-site. All sediment trapped behind these controls shall be distributed to an area undergoing final grading or removed and relocated off-site.
2. **Stabilized Construction Entrance:** The stabilized construction entrance shall be removed once the compacted roadway base in in place. Stone and sediment from the construction entrance shall be redistributed to an area undergoing grading or removed and relocated offsite.
3. **Miscellaneous:** Once all the trapped sediments have been removed from the temporary sedimentation devices the disturbed areas must be regraded in an aesthetic manner to conform to the surrounding topography. Once graded these disturbed areas must be loamed (if necessary), fertilized, seeded and mulched in accordance with the rates previously stated.

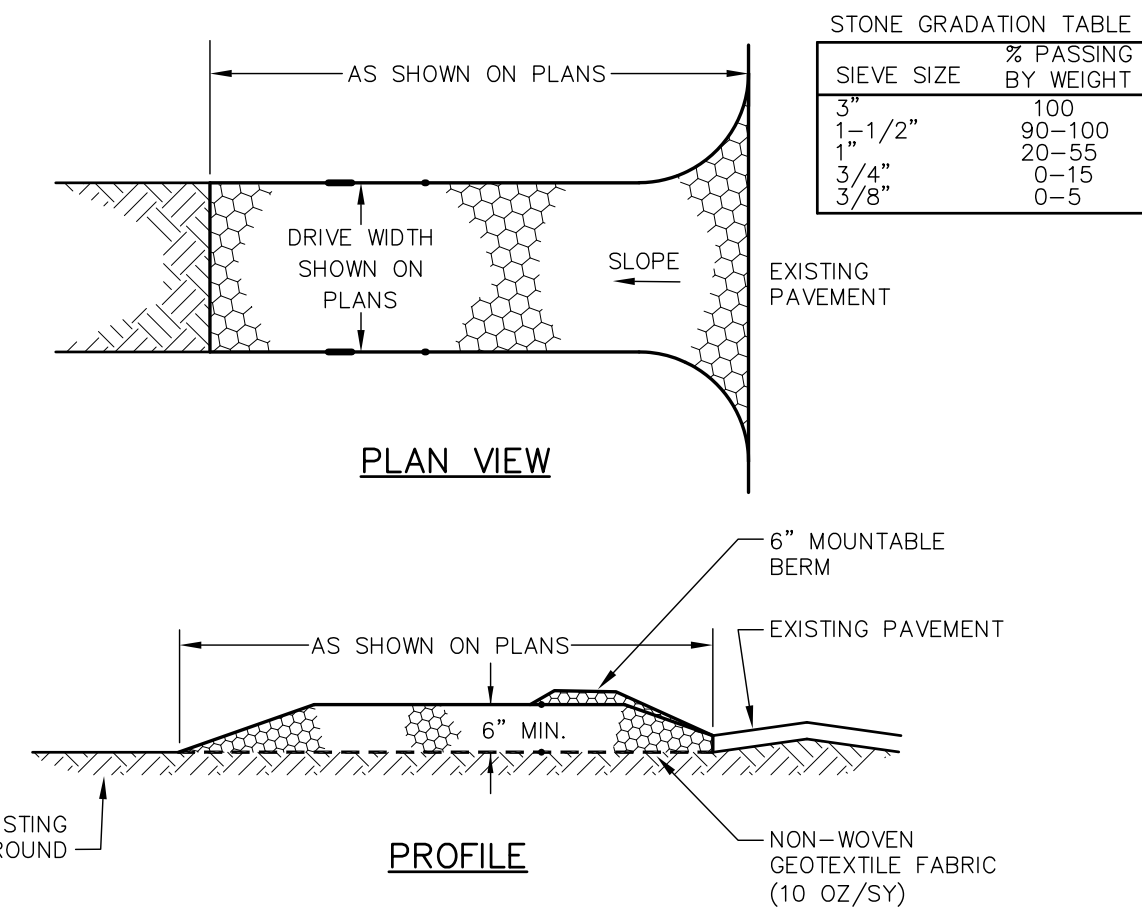
The above erosion controls must be removed within 30 days of final stabilization of the site. Conformance with this plan and following these practices will result in a project that complies with the state regulations and the standards of the natural resources protection act, and will protect water quality in areas downstream from the project.

INSPECTION AND MAINTENANCE

1. All sediment control measures shall be inspected at least once each week and following any storm event of 0.5 inches or greater for the duration of construction and until the site is fully stabilized. An inspection report shall be made after each inspection by a qualified inspector engaged by the Owner. The qualified inspector shall be a Professional Engineer licensed in Maine or be a Certified Professional in Erosion and Sediment Control approved by the Owner.
2. All measures shall be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours and completed within 72 hours.
3. Inspection and maintenance requirements: Inspect disturbed and impervious areas, erosion and stormwater control measures, areas used for storage that are exposed to precipitation, and locations where vehicles enter or exit the site. Inspect these areas at least once a week as well as before and after a 0.5 inches or greater storm event and prior to completion of permanent stabilization measures. A person with knowledge of erosion and stormwater control, including the standards in the MCGP and any departmental companion document to the MCGP, must conduct the inspection. This person must be identified in the inspection log. If best management practices (BMPs) need to be modified or if additional BMPs are necessary, implementation must be completed within 7 calendar days and prior to any storm event (rainfall). All measures must be maintained in effective operating condition until areas are permanently stabilized.
4. Inspection Log (report): A log (report) must be kept summarizing the scope of the inspection, name(s) and qualifications for the person making the inspection, the date(s) of the inspection, and major observations relating to operation of erosion and sedimentation controls and pollution prevention measures. Major observations must include BMPs that need maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and location(s) where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the inspection log the correct action taken and when it was taken. The log must be made accessible to the department staff and a copy must be provided upon request. The permittee shall retain a copy of the log for a period of at least three years from the completion of the permanent stabilization.

HOUSEKEEPING

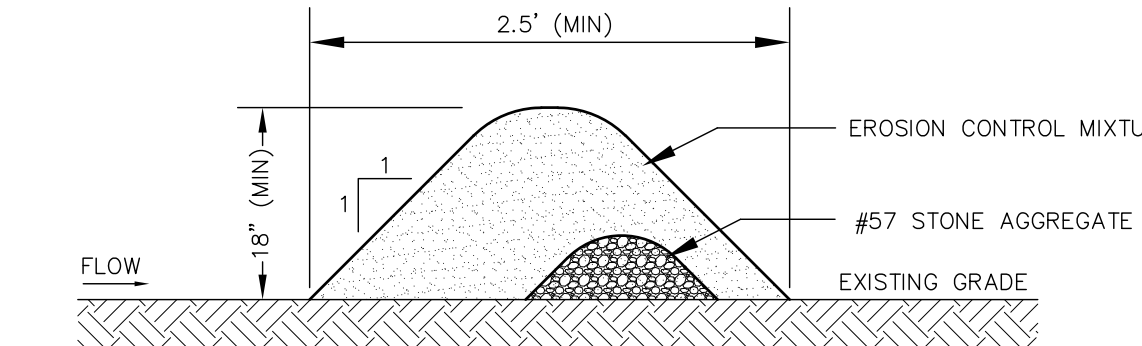
1. Spill prevention: Controls must be used to prevent pollutants from construction and waste materials stored onsite, including storage practices to minimize exposure of the materials to stormwater and appropriate spill prevention, containment, and response planning implementation. The contractor and owners need to take care with construction and waste materials such that contaminants do not enter the stormwater. The storage of materials such as paint, petroleum products, cleaning agents and the like are to be stored in watertight containers. The use of the products should be in accordance with manufacturer recommendations. When fueling equipment, including snowblowers and lawnmowers, have oil absorbent pads available below the fueling. Refueling of small engines by the owner should occur in the garage or on a paved surface. Any spill or release of toxic or



CONSTRUCTION SPECIFICATIONS

1. **STONE SIZE** – MEDOT STANDARD STONE SIZE #4 – SECTION 703 OF MEDOT STANDARD.
2. **LENGTH** – DETAILED ON PLANS (50 FOOT MINIMUM).
3. **THICKNESS** – SIX (6) INCHES (MINIMUM).
4. **WIDTH** – FULL DRIVE WIDTH UNLESS OTHERWISE SPECIFIED.
5. **FILTER FABRIC** – MIRAFI 600X OR EQUAL APPROVED BY ENGINEER.
6. **SURFACE WATER CONTROL** – ALL SURFACE WATER THAT IS FLOWING TO OR DIVERTED TOWARD THE CONSTRUCTION ENTRANCE SHALL BE PIPED BENEATH THE ENTRANCE. IF PIPING IS IMPRACTICAL, A BERM WITH 5:1 SLOPES THAT CAN BE CROSSED BY VEHICLES MAY BE SUBSTITUTED FOR THE PIPE.
7. **MAINTENANCE** – THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS WILL REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE OR ADDITIONAL LENGTH AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.
8. **WHEELS** SHALL BE CLEANED TO REMOVE MUD PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. STABILIZED CONSTRUCTION EXITS SHALL BE INSTALLED AT ALL ENTRANCES TO PUBLIC RIGHTS-OF-WAY, AT LOCATIONS SHOWN ON THE PLANS, AND/OR WHERE AS DIRECTED BY THE ENGINEER.

STABILIZED CONSTRUCTION EXIT NOT TO SCALE

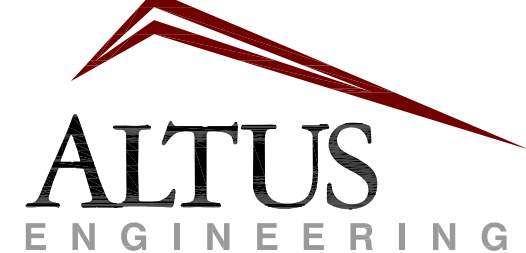


NOTES

1. ORGANIC FILTER BERMS MAY BE UTILIZED IN LIEU OF SILT FENCE OR OTHER SEDIMENT BARRIERS.
2. THE EROSION CONTROL MIXTURE USED IN FILTER BERMS SHALL BE A WELL-GRADED MIX OF PARTICLE SIZES THAT MAY CONTAIN ROCKS LESS THAN 4" IN DIAMETER, STUMP GRINDINGS, SHREDDED OR COMPOSTED BARK, AND/OR ACCEPTABLE MANUFACTURED PRODUCTS AND SHALL BE FREE OF REFUSE, PHYSICAL CONTAMINANTS AND MATERIAL TOXIC TO PLANT GROWTH. EROSION CONTROL MIXTURE SHALL MEET THE FOLLOWING STANDARDS:
  - a) THE ORGANIC CONTENT SHALL BE 80–100% OF DRY WEIGHT.
  - b) PARTICLE SIZE BY WEIGHT SHALL BE 100% PASSING A 6" SCREEN, AND 70–85% PASSING A 0.75" SCREEN.
  - c) THE ORGANIC PORTION SHALL BE FIBROUS AND ELONGATED.
  - d) LARGE PORTIONS OF SILTS, CLAYS, OR FINE SANDS SHALL NOT BE INCLUDED IN THE MIXTURE.
  - e) SOLUBLE SALTS CONTENT SHALL BE >4.0mmhos/cm.
  - f) THE pH SHALL BE BETWEEN 5.0 AND 8.0.
3. ORGANIC FILTER BERMS SHALL BE INSTALLED ALONG A RELATIVELY LEVEL CONTOUR. IT MAY BE NECESSARY TO CUT TALL GRASSES OR WOODY VEGETATION TO AVOID CREATING VOIDS AND BRIDGES THAT WOULD ENABLE FINES TO WASH UNDER THE BERM.
4. ON SLOPES LESS THAN 5% OR AT THE BOTTOM OF SLOPES NO STEEPER THAN 3:1 AND UP TO 20' LONG, THE BERM SHALL BE A MINIMUM OF 12" HIGH (AS MEASURED ON THE UPHILL SIDE) AND A MINIMUM OF 36" WIDE. ON LONGER AND/OR STEEPER SLOPES, THE BERM SHALL BE TALLER AND WIDER TO ACCOMMODATE THE POTENTIAL FOR ADDITIONAL RUNOFF (MAXIMUM HEIGHT SHALL NOT EXCEED 2').
5. FROZEN GROUND, OUTCROPS OF BEDROCK, AND VERY ROOTED FORESTED AREAS PRESENT THE MOST PRACTICAL AND EFFECTIVE LOCATIONS FOR ORGANIC FILTER BERMS. OTHER BMP'S SHOULD BE USED AT LOW POINTS OF GROUND, BELOW CULVERT OUTLET APRONS, AROUND CATCH BASINS, AND AT THE BOTTOM OF STEEP PERIMETER SLOPES THAT HAVE A LARGE CONTRIBUTING AREA.
6. SEDIMENT SHALL BE REMOVED FROM BEHIND THE FILTER BERMS WHEN IT HAS ACCUMULATED TO ONE HALF THE ORIGINAL HEIGHT OF THE BERM.
7. ORGANIC FILTER BERMS MAY BE LEFT IN PLACE ONCE THE SITE IS STABILIZED PROVIDED ANY SEDIMENT DEPOSITS TRAPPED BY THEM ARE REMOVED AND DISPOSED OF PROPERLY.
8. FILTER BERMS ARE PROHIBITED AT THE BASE OF SLOPES STEEPER THAN 8% OR WHERE THERE IS FLOWING WATER WITHOUT THE SUPPORT OF ADDITIONAL MEASURES SUCH AS SILTENCE.

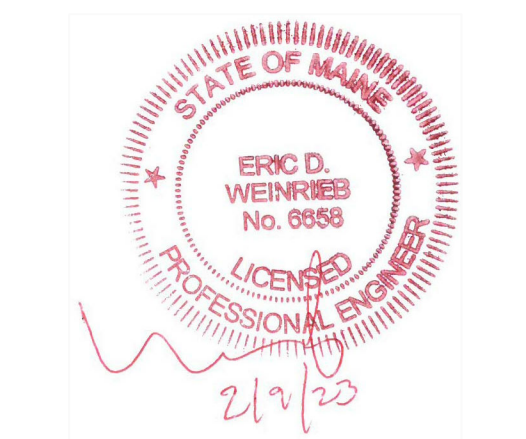
ORGANIC FILTER BERM NOT TO SCALE

ENGINEER:



133 Court Street  
(603) 433-2335

Portsmouth, NH 03801  
www.altus-eng.com



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ISSUED FOR:

APPROVAL

ISSUE DATE:

FEBRUARY 9, 2023

REVISIONS

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EBS	12/22/21
1	GENERAL REVISIONS	EBS	08/11/22
2	MODIFIED SHEET NO.	EBS	11/03/22
3	MODIFIED TEMP. E&S PRAC.	EBS	02/09/23

DRAWN BY: \_\_\_\_\_ RMB

APPROVED BY: \_\_\_\_\_ EBS

DRAWING FILE: \_\_\_\_\_ 5235DETAILS.DWG

SCALE:

NOT TO SCALE

OWNER/APPLICANT:

LUSITANO, LLC  
JIM HIGGINS  
119 KINGS HIGHWAY NO.  
ELIOT, MAINE 03903

PROJECT:

WYMAN HILL

TAX MAP 16, LOT 148

28 WYMAN AVENUE  
KITTERY, MAINE

TITLE:

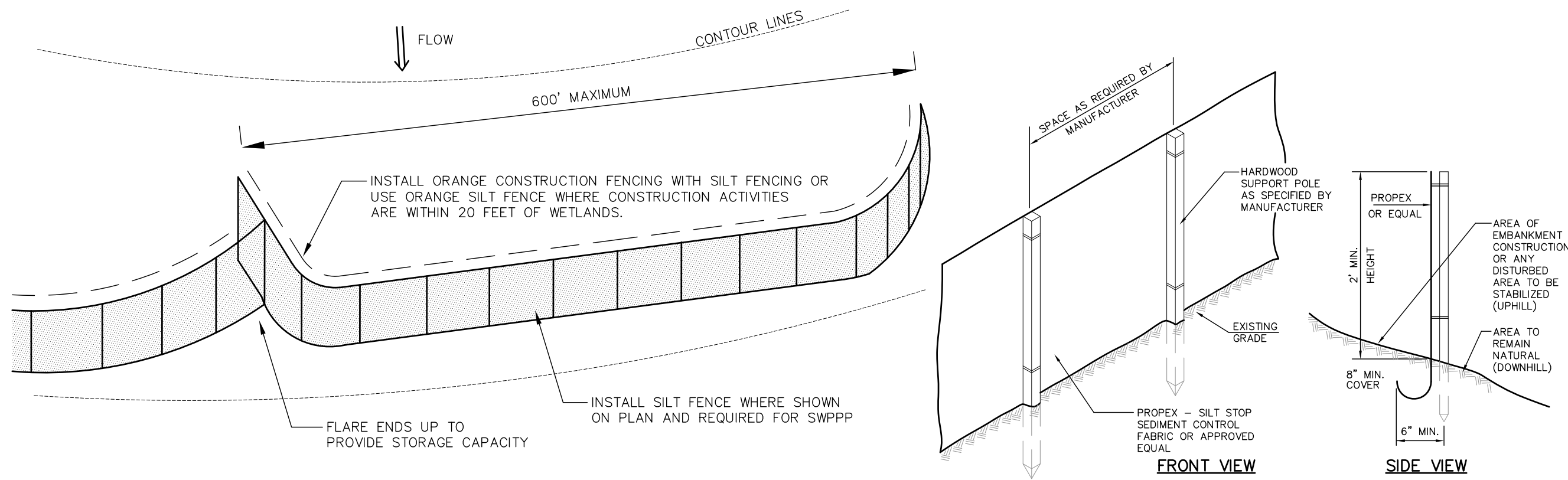
DETAIL SHEET

SHEET NUMBER:

C - 6

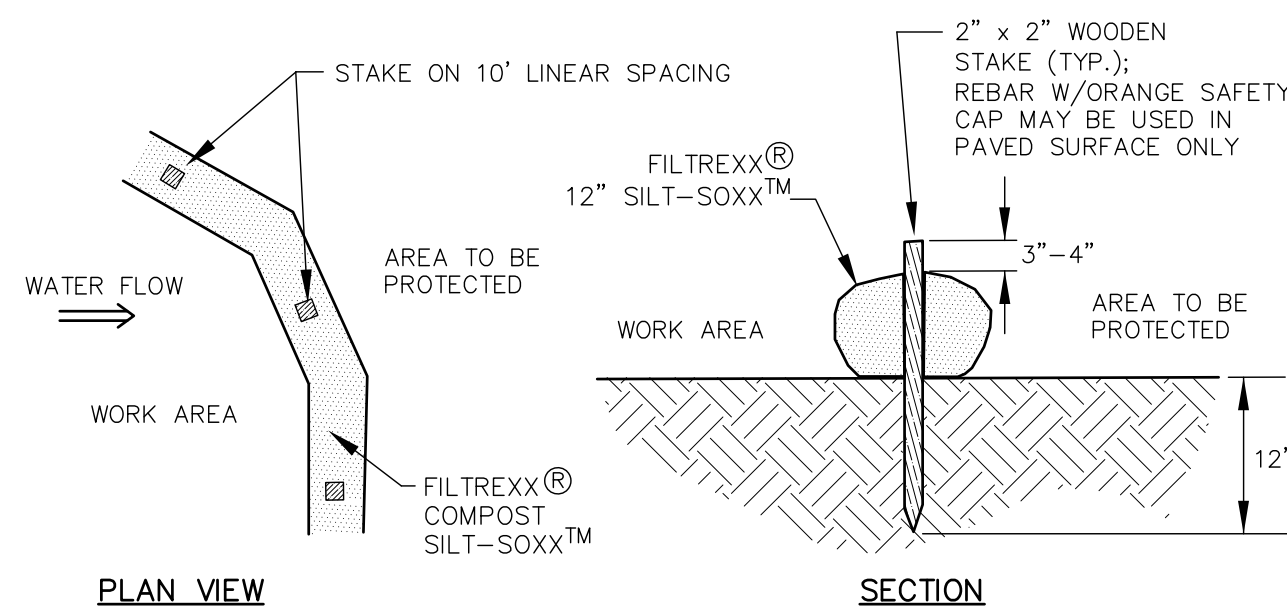
P5235





SILT AND ORANGE CONSTRUCTION FENCE LAYOUT DETAIL

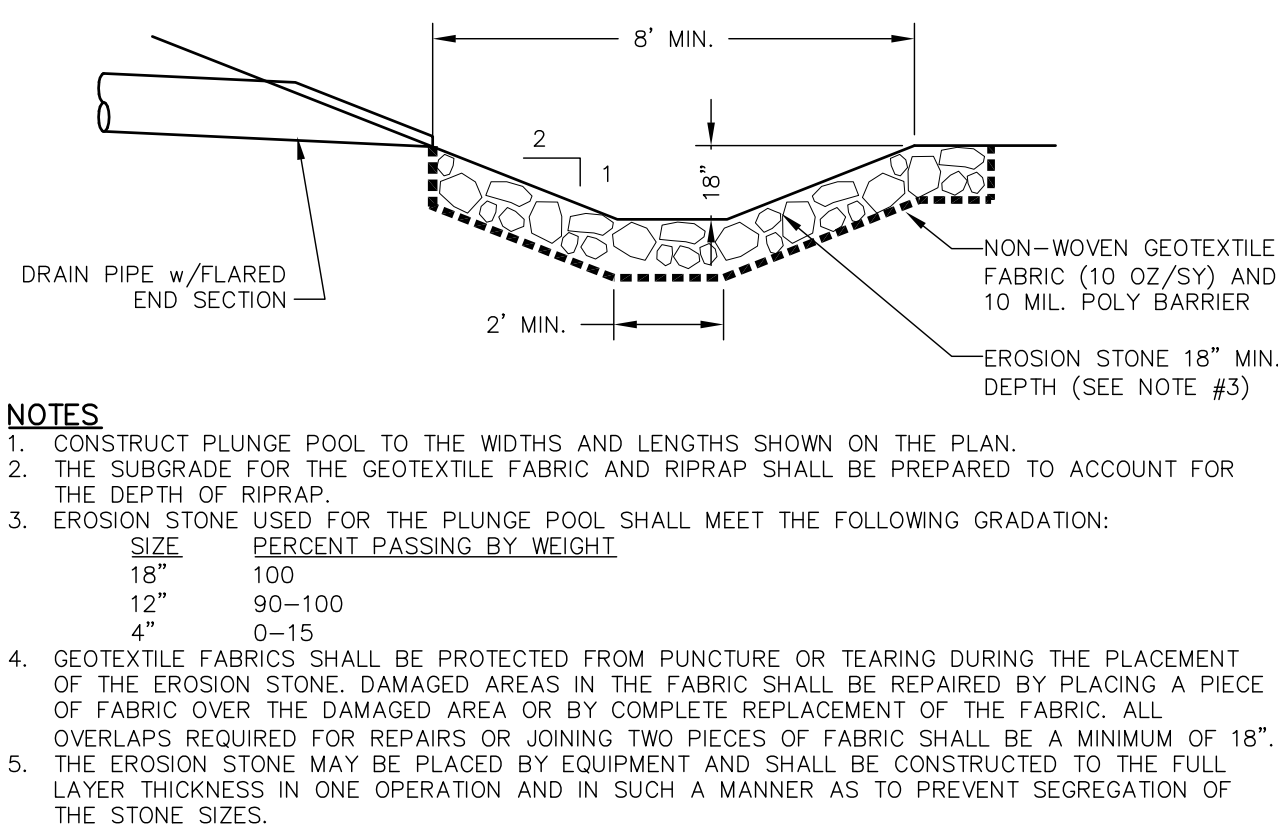
NOT TO SCALE



- NOTES:**
1. SILT-SOXX MAY BE USED IN PLACE OF SILT FENCE OR OTHER SEDIMENT BARRIERS.
  2. ALL MATERIAL TO MEET FILTREXX SPECIFICATIONS.
  3. SILT-SOXX COMPOST/SOIL/ROCK/SEED FILL MATERIAL SHALL BE ADJUSTED AS NECESSARY TO MEET THE REQUIREMENTS OF THE SPECIFIC APPLICATION.
  4. ALL SEDIMENT TRAPPED BY SILT-SOXX SHALL BE DISPOSED OF PROPERLY.

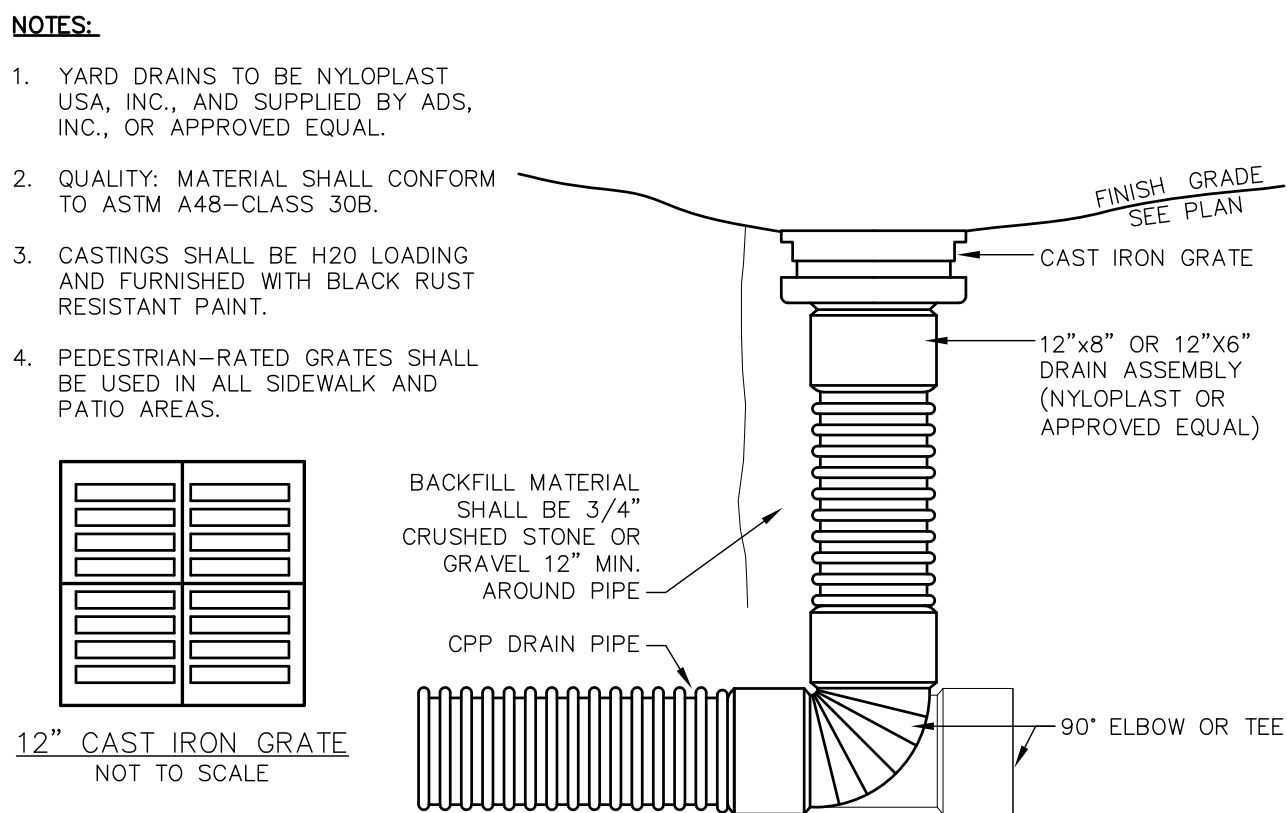
TUBULAR SEDIMENT BARRIER

NOT TO SCALE



PLUNGE POOL

NOT TO SCALE



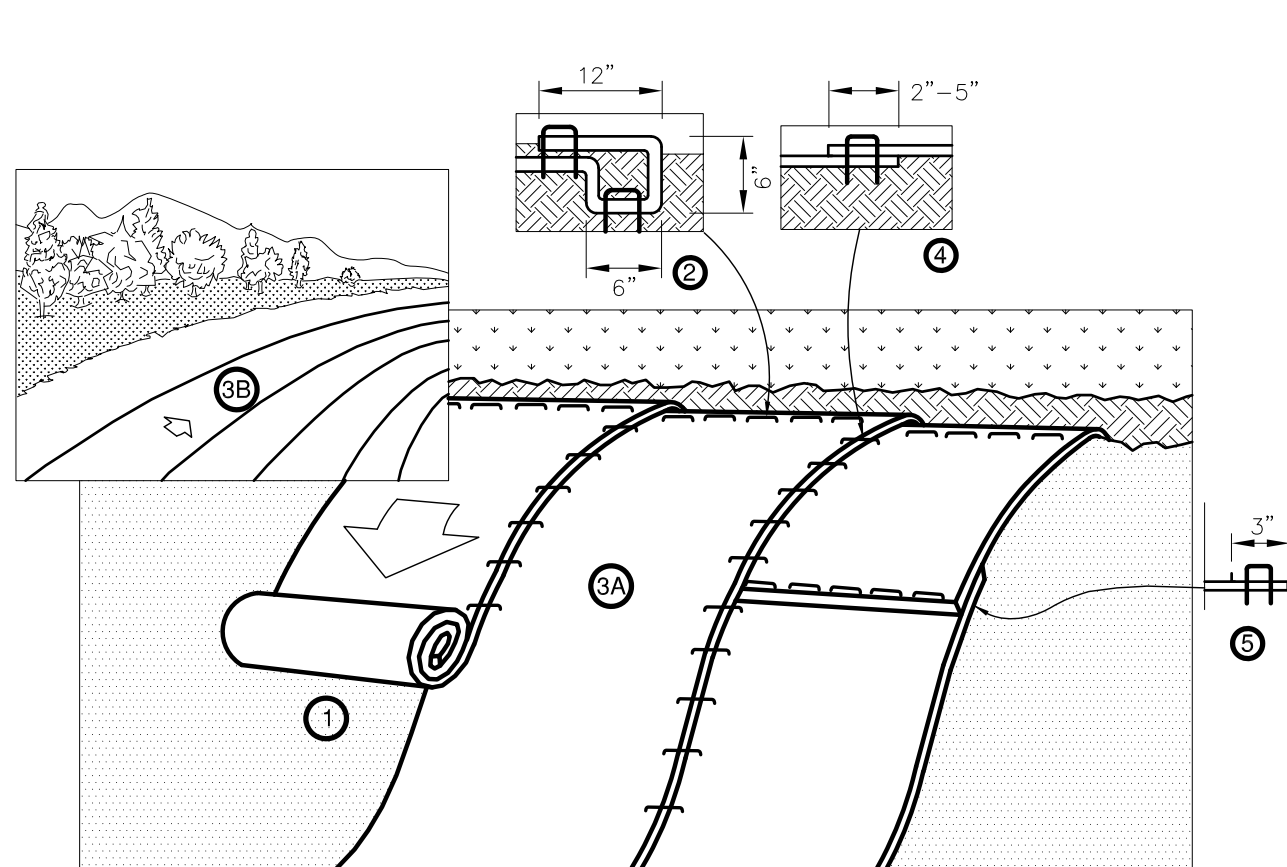
YARD DRAIN (YD)

NOT TO SCALE

- NOTES**
1. THE FOUNDATION AREA OF THE SWALE SHALL BE CLEARED AND GRUBBED OF ALL TREES, BRUSH, STUMPS, AND OTHER OBJECTIONABLE MATERIAL.
  2. THE SWALE SHALL BE EXCAVATED OR SHAPED TO LINE, GRADE AND CROSS SECTION AS REQUIRED TO MEET THE DESIGN CRITERIA AND BE FREE OF IRREGULARITIES.
  3. EARTH FILLS REQUIRED TO MEET SUBGRADE REQUIREMENTS BECAUSE OF OVER EXCAVATION OR TOPOGRAPHY SHALL BE COMPACTED TO THE SAME DENSITY AS THE SURROUNDING SOIL TO PREVENT UNEQUAL SETTLEMENT THAT COULD CAUSE DAMAGE TO THE COMPLETED SWALE.
  4. VEGETATION SHALL BE ESTABLISHED IN THE SWALE OR AN EROSION CONTROL MATTING INSTALLED PRIOR TO DIRECTING STORMWATER TO IT.
  5. MAINTENANCE OF THE VEGETATION IS EXTREMELY IMPORTANT IN ORDER TO PREVENT RILLING, EROSION, AND FAILURE OF THE SWALE. MOWING SHALL BE DONE FREQUENTLY ENOUGH TO CONTROL ENCROACHMENT OF WEEDS AND WOODY VEGETATION AND TO KEEP GRASSES IN A VIGOROUS CONDITION. THE VEGETATION SHALL NOT BE MOWED TOO CLOSELY SO AS TO REDUCE THE EROSION RESISTANCE IN THE SWALE.
  6. THE SWALE SHOULD BE INSPECTED PERIODICALLY AND AFTER ANY STORM GREATER THAN 0.5" OF RAINFALL IN 24 HOURS TO DETERMINE ITS CONDITION. RILLS AND DAMAGED AREAS SHOULD BE PROMPTLY REPAIRED AND REVEGETATED AS NECESSARY TO PREVENT FURTHER DETERIORATION.

VEGETATED SWALE

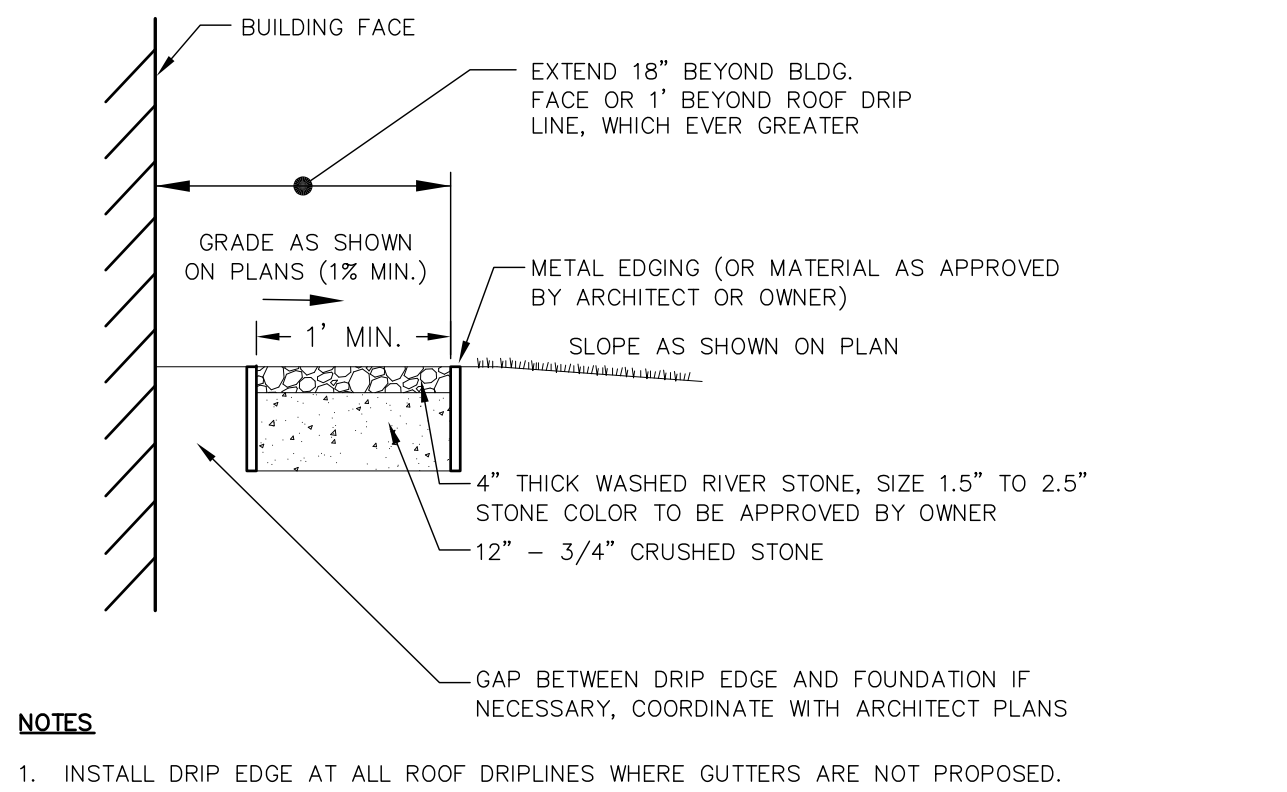
NOT TO SCALE



- NOTES**
1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.
  2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" DEEP BY 6" WIDE TRENCH WITH APPROXIMATELY 12" OF BLANKET EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" PORTION OF BLANKET BACK OVER SEED AND COMPACTED SOIL. SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE BLANKET.
  3. ROLL THE BLANKETS (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE. BLANKETS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL BLANKETS MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE.
  4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2"-5" OVERLAP DEPENDING ON BLANKET TYPE. TO ENSURE PROPER SEAM ALIGNMENT, PLACE THE EDGE OF THE OVERLAPPING BLANKET (BLANKET BEING INSTALLED ON TOP) EVEN WITH THE COLORED SEAM STITCH ON THE PREVIOUSLY INSTALLED BLANKET.
  5. CONSECUTIVE BLANKETS SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART ACROSS ENTIRE BLANKET WIDTH. NOTE: IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" MAY BE NECESSARY TO PROPERLY SECURE THE BLANKETS.

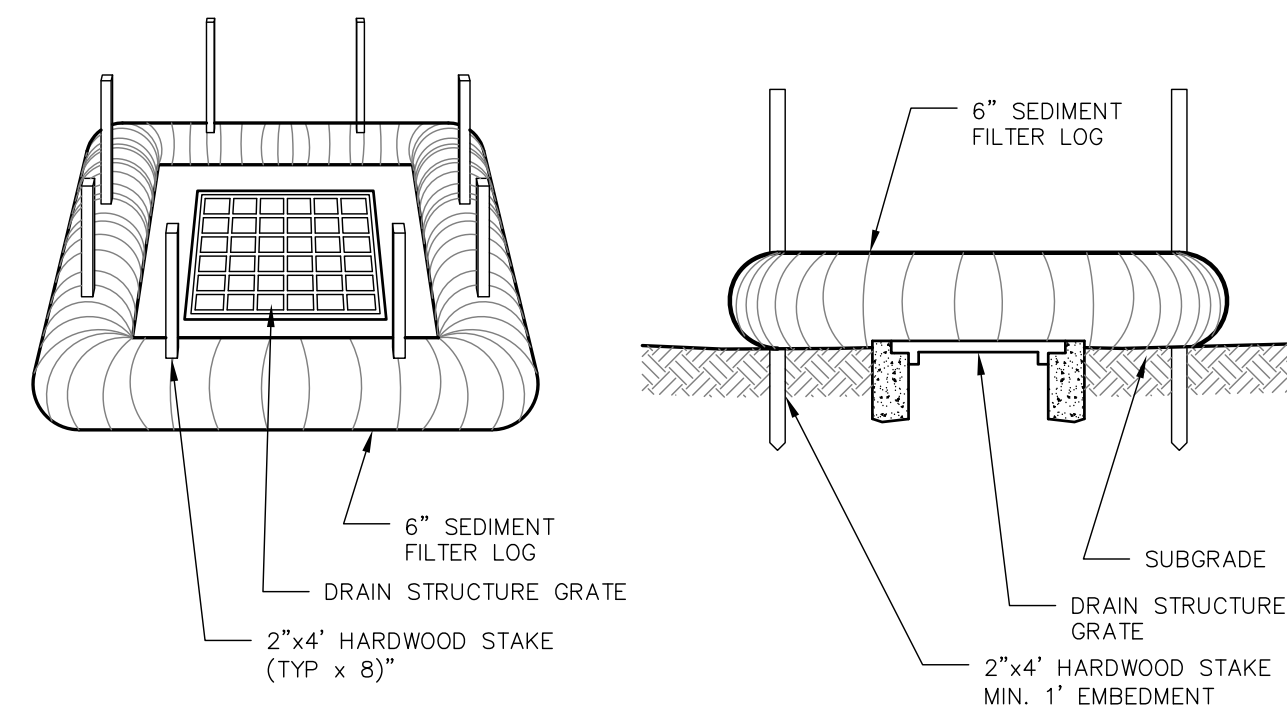
EROSION CONTROL BLANKET - SLOPE

NOT TO SCALE



DRIP EDGE DETAIL

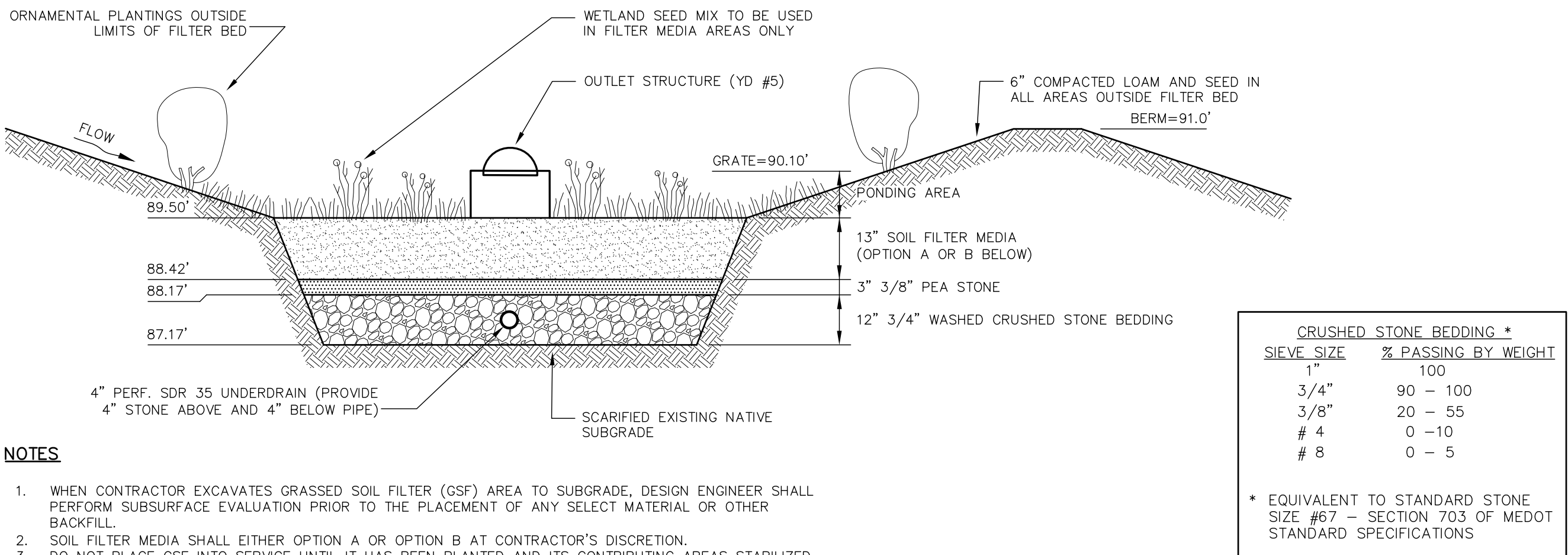
NOT TO SCALE



SEDIMENT FILTER LOG -

CATCH BASIN INLET PROTECTION

NOT TO SCALE



- NOTES**
1. WHEN CONTRACTOR EXCAVATES GRASSED SOIL FILTER (GSF) AREA TO SUBGRADE, DESIGN ENGINEER SHALL PERFORM SUBSURFACE EVALUATION PRIOR TO THE PLACEMENT OF ANY SELECT MATERIAL OR OTHER BACKFILL.
  2. SOIL FILTER MEDIA SHALL EITHER OPTION A OR OPTION B AT CONTRACTOR'S DISCRETION.
  3. DO NOT PLACE GSF INTO SERVICE UNTIL IT HAS BEEN PLANTED AND ITS CONTRIBUTING AREAS STABILIZED.
  4. DO NOT DISCHARGE SEDIMENT-LADEN WATERS FROM CONSTRUCTION ACTIVITIES TO THE GSF DURING ANY STAGE OF CONSTRUCTION.
  5. DO NOT TRAFFIC EXPOSED SURFACES OF GSF WITH CONSTRUCTION EQUIPMENT. IF FEASIBLE, PERFORM EXCAVATION ACTIVITIES WITH EQUIPMENT POSITIONED OUTSIDE THE LIMITS OF THE BASIN.

**MAINTENANCE REQUIREMENTS**

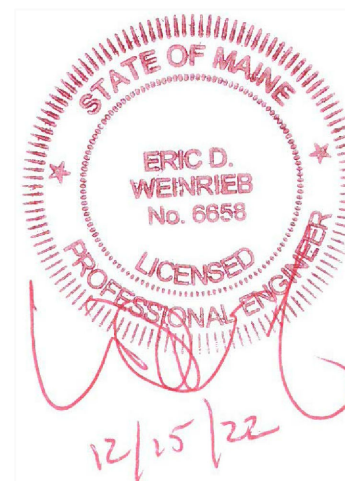
- SYSTEMS SHOULD BE INSPECTED AT LEAST TWICE ANNUALLY, AND FOLLOWING ANY RAINFALL EXCEEDING 2.5 INCHES IN A 24-HOUR PERIOD, WITH MAINTENANCE OR REHABILITATION CONDUCTED AS WARRANTED BY SUCH INSPECTION.
- PRETREATMENT MEASURES SHOULD BE INSPECTED AT LEAST TWICE ANNUALLY, AND CLEARED OF ACCUMULATED SEDIMENT AS WARRANTED BY INSPECTION, BUT NO LESS THAN ONCE ANNUALLY.
- AT LEAST ONCE ANNUALLY, SYSTEM SHOULD BE INSPECTED FOR DRAWDOWN TIME. IF GSF DOES NOT DRAIN WITHIN 72-HOURS FOLLOWING A RAINFALL EVENT, THEN A QUALIFIED PROFESSIONAL SHOULD ASSESS THE CONDITION OF THE FACILITY TO DETERMINE MEASURES REQUIRED TO RESTORE FILTRATION FUNCTION OR INFILTRATION FUNCTION (AS APPLICABLE), INCLUDING BUT NOT LIMITED TO REMOVAL OF ACCUMULATED SEDIMENTS OR RECONSTRUCTION OF THE FILTER MEDIA.
- VEGETATION SHOULD BE INSPECTED AT LEAST ANNUALLY, AND MAINTAINED IN HEALTHY CONDITION, INCLUDING, PRUNING, REMOVAL, AND REPLACEMENT OF DEAD OR DISEASED VEGETATION, AND REMOVAL OF INVASIVE SPECIES.

**DESIGN REFERENCES**

- UNH STORMWATER CENTER
- EPA (1999A)
- MAINE STORMWATER MANAGEMENT DESIGN MANUAL, VOLUME 3, MAY 2016 AS AMENDED.

TYPICAL GRASSED SOIL FILTER (GSF)

NOT TO SCALE



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NOVEMBER 3, 2022

REVISIONS		BY	DATE
NO. DESCRIPTION			
0 INITIAL SUBMISSION		EBS	12/22/21
1 REV. GUSF DETAIL		EBS	08/11/22
2 REV. PER REVIEW		EBS	09/14/22
3 MODIFIED SHEET NO.		EBS	11/03/22

DRAWN BY: \_\_\_\_\_ RMB

APPROVED BY: \_\_\_\_\_ EBS

DRAWING FILE: \_\_\_\_\_ 5235DETAILS.DWG

SCALE:

NOT TO SCALE

OWNER/APPLICANT:

LUSITANO, LLC

JIM HIGGINS

119 KINGS HIGHWAY NO.

ELIOT, MAINE 03903

PROJECT:

WYMAN HILL

TAX MAP 16, LOT 148

28 WYMAN AVENUE  
KITTERY, MAINE

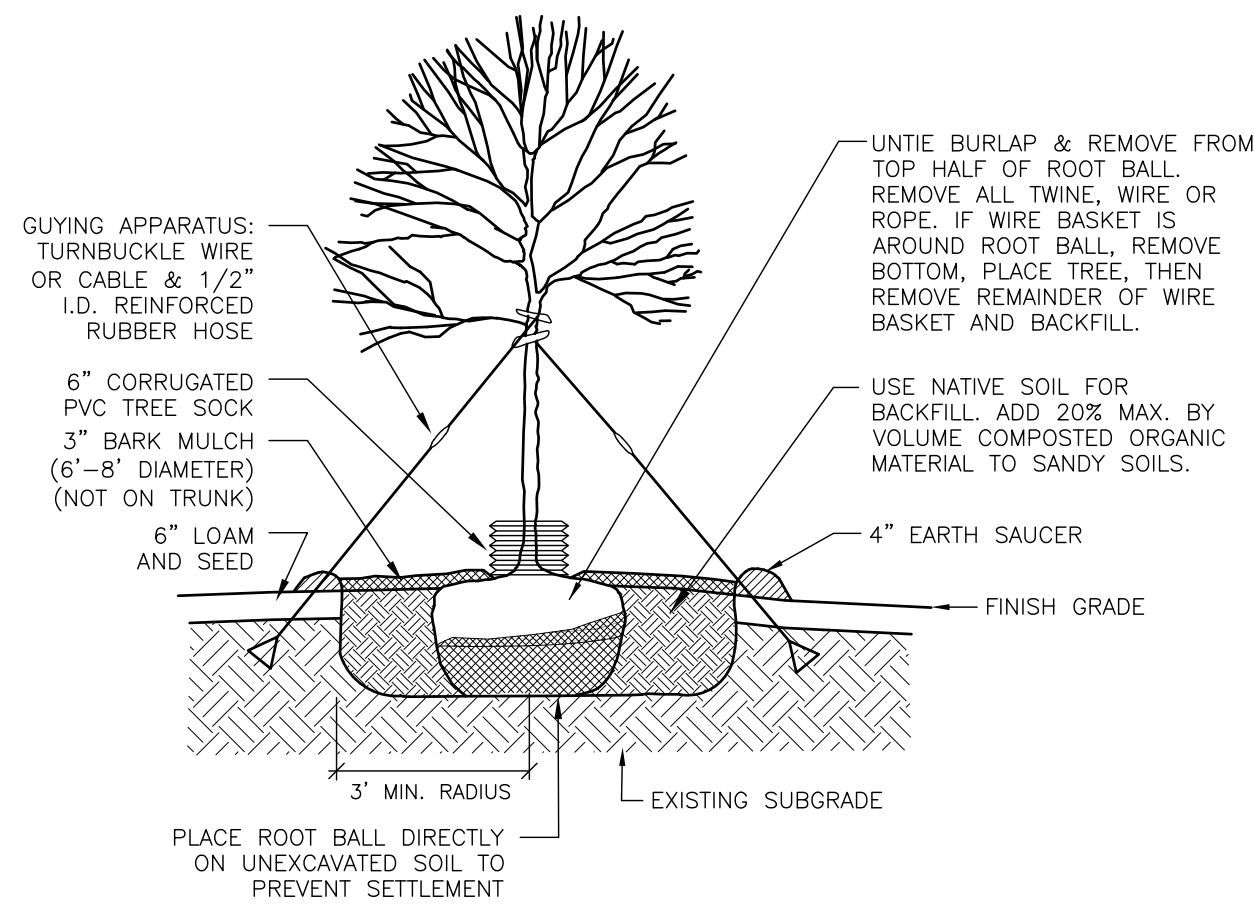
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DETAIL SHEET

SHEET NUMBER:

C - 7



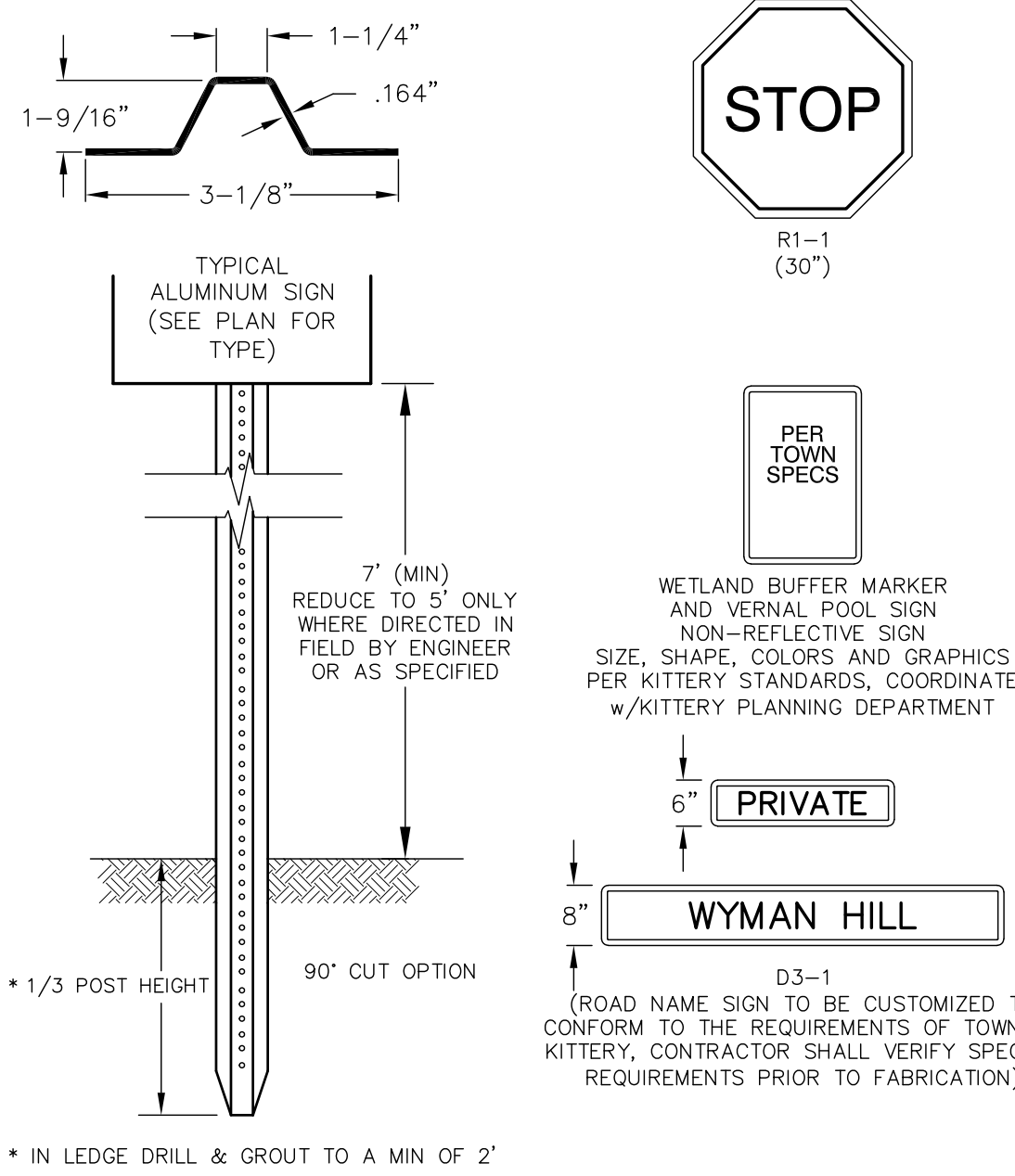


NOTES:

1. PLANT TREE SUCH THAT TOP OF ROOT BALL IS FLUSH WITH GRADE (1" - 2" HIGHER IN SLOW DRAINING SOIL). TRUNK FLARE MUST BE VISIBLE AT THE TOP OF THE ROOT BALL.
2. THREE FLAGGED GUY WIRES TO BE EQUALLY SPACED ABOUT TREE. WOODEN STAKES (24" LENGTH) MAY BE SUBSTITUTED FOR METAL ANCHORS. EITHER OPTION SHALL BE DRIVEN OUTSIDE THE ROOT BALL, PREFERABLY IN UNEXCAVATED SOIL AND REMOVED AT THE END OF THE FIRST GROWING SEASON OR WHEN TREE IS STABILIZED.
3. COORDINATE PRUNING WITH LANDSCAPE ARCHITECT WHEN POSSIBLE. DO NOT HEAVILY PRUNE THE TREE AT PLANTING. DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN. PRUNING OF DEAD OR BROKEN BRANCHES OR CO-DOMINANT LEADERS IS PERMITTED.

DECIDUOUS TREE PLANTING

NOT TO SCALE

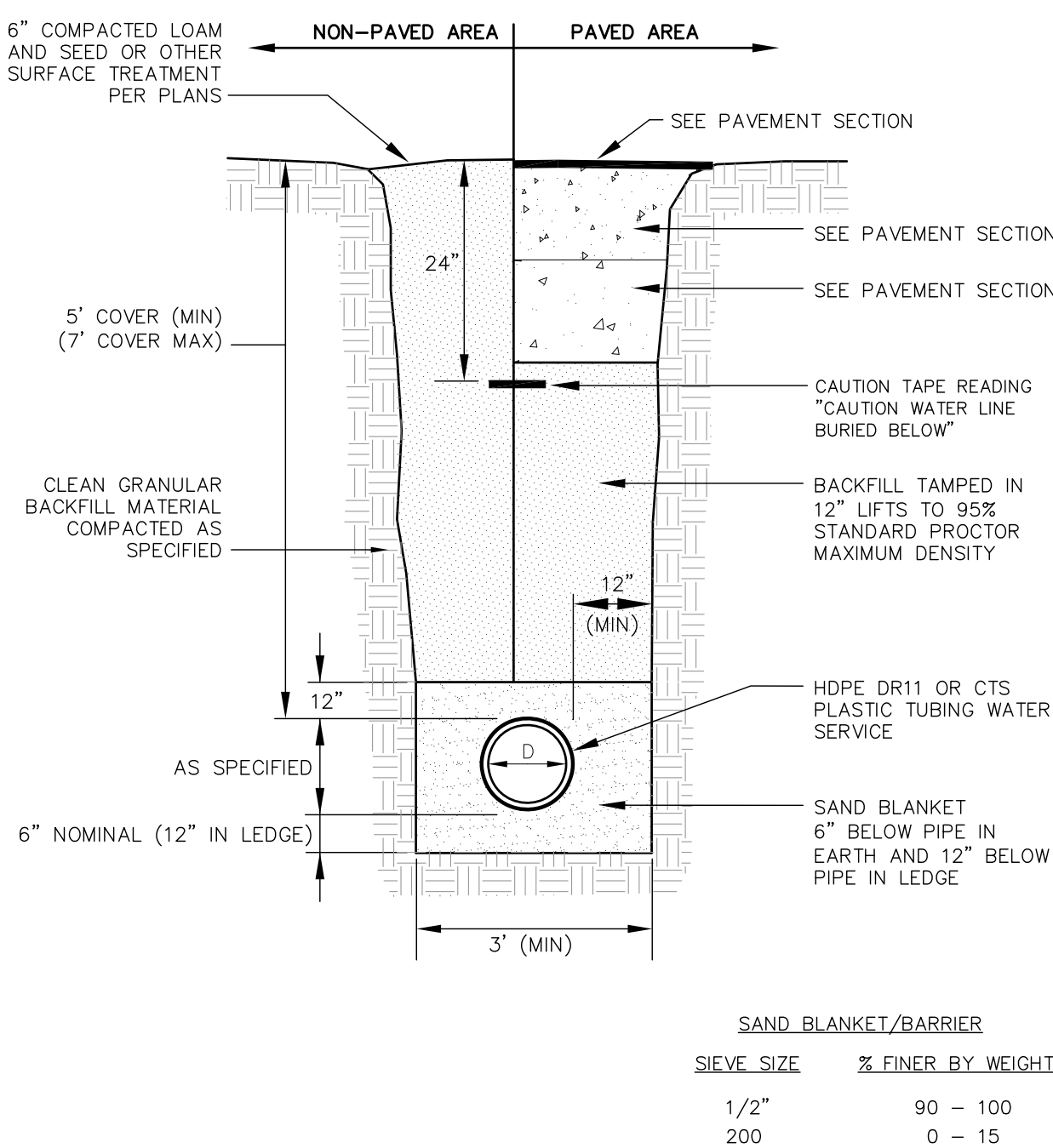


NOTES:

1. ALL SIGNS SHALL MEET THE REQUIREMENTS OF AND BE INSTALLED AS INDICATED IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.

SIGN DETAILS

NOT TO SCALE

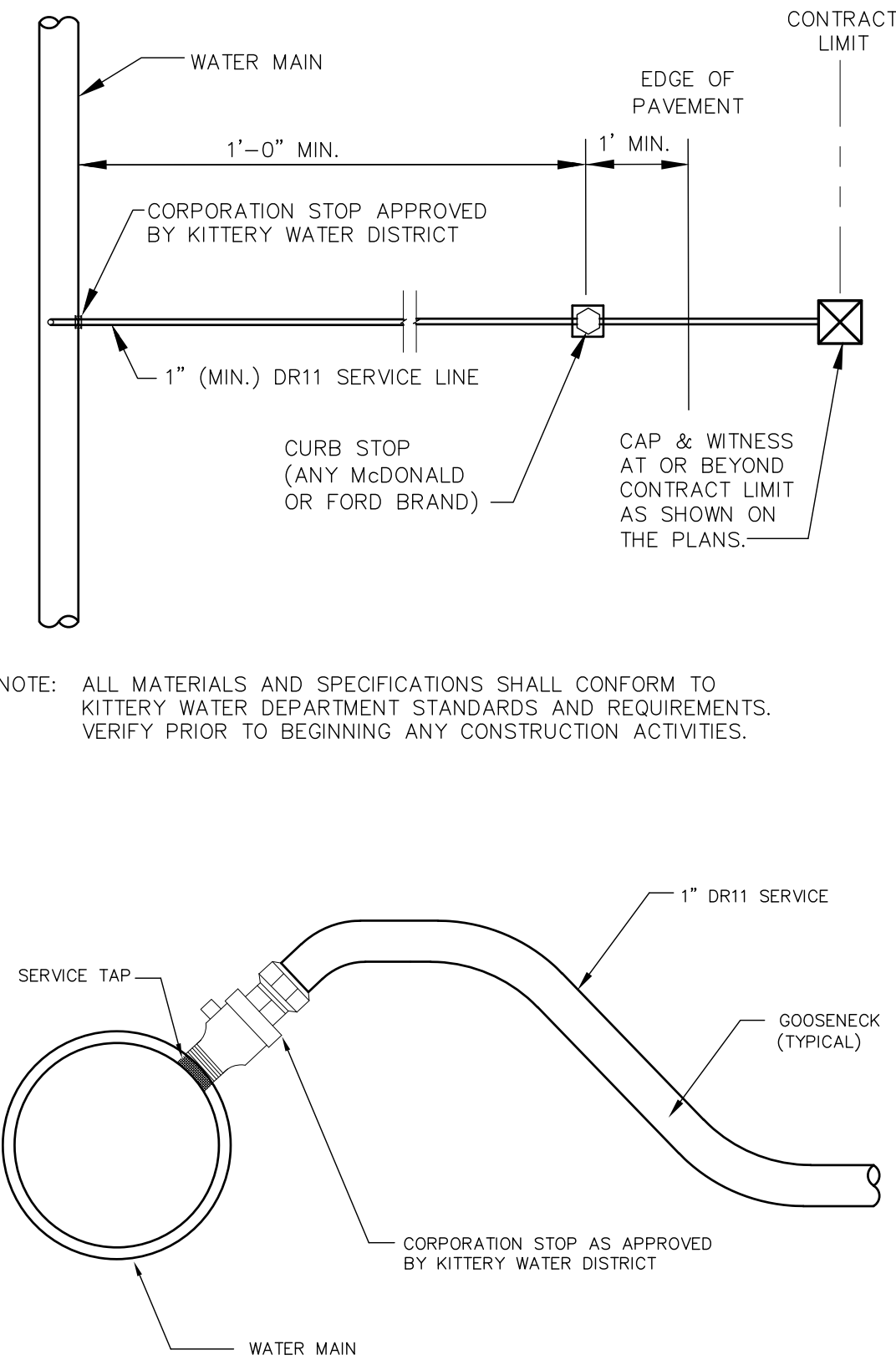


NOTES:

1. BACKFILL MATERIAL BELOW PAVED OR CONCRETE AREAS, BEDDING MATERIAL, AND SAND BLANKET SHALL BE COMPACTED TO NOT LESS THAN 95% OF AASHTO T 99, METHOD C. SUITABLE BACKFILL MATERIAL BELOW LOAM AREAS SHALL BE COMPACTED TO NOT LESS THAN 90% OF AASHTO T 99, METHOD C.
2. ALL TRENCHING AND BACKFILL SHALL CONFORM WITH THE STANDARDS OF THE KITTERY WATER DISTRICT.

WATER MAIN TRENCH

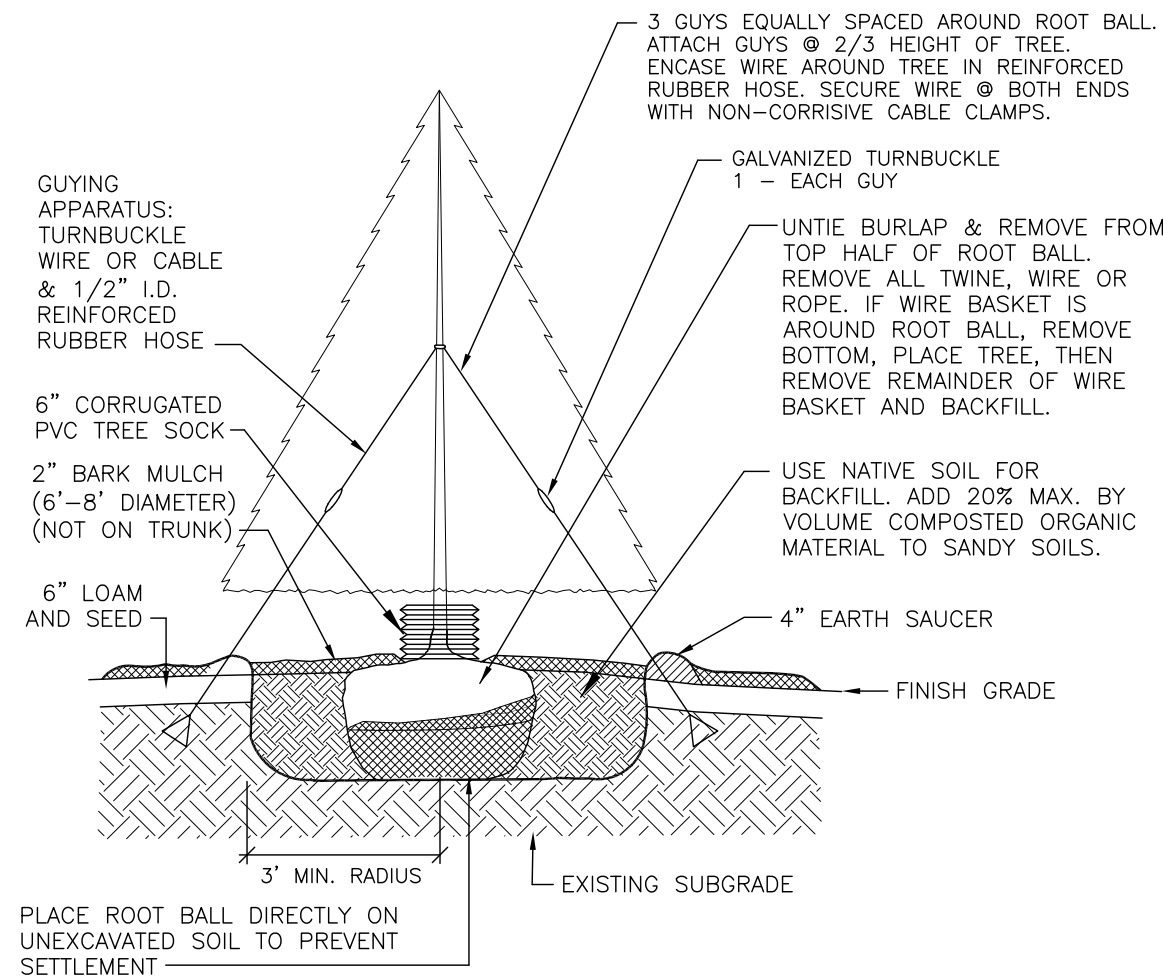
NOT TO SCALE



NOTE: ALL MATERIALS AND SPECIFICATIONS SHALL CONFORM TO KITTERY WATER DEPARTMENT STANDARDS AND REQUIREMENTS. VERIFY PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES.

WATER SERVICE CONNECTION

NOT TO SCALE

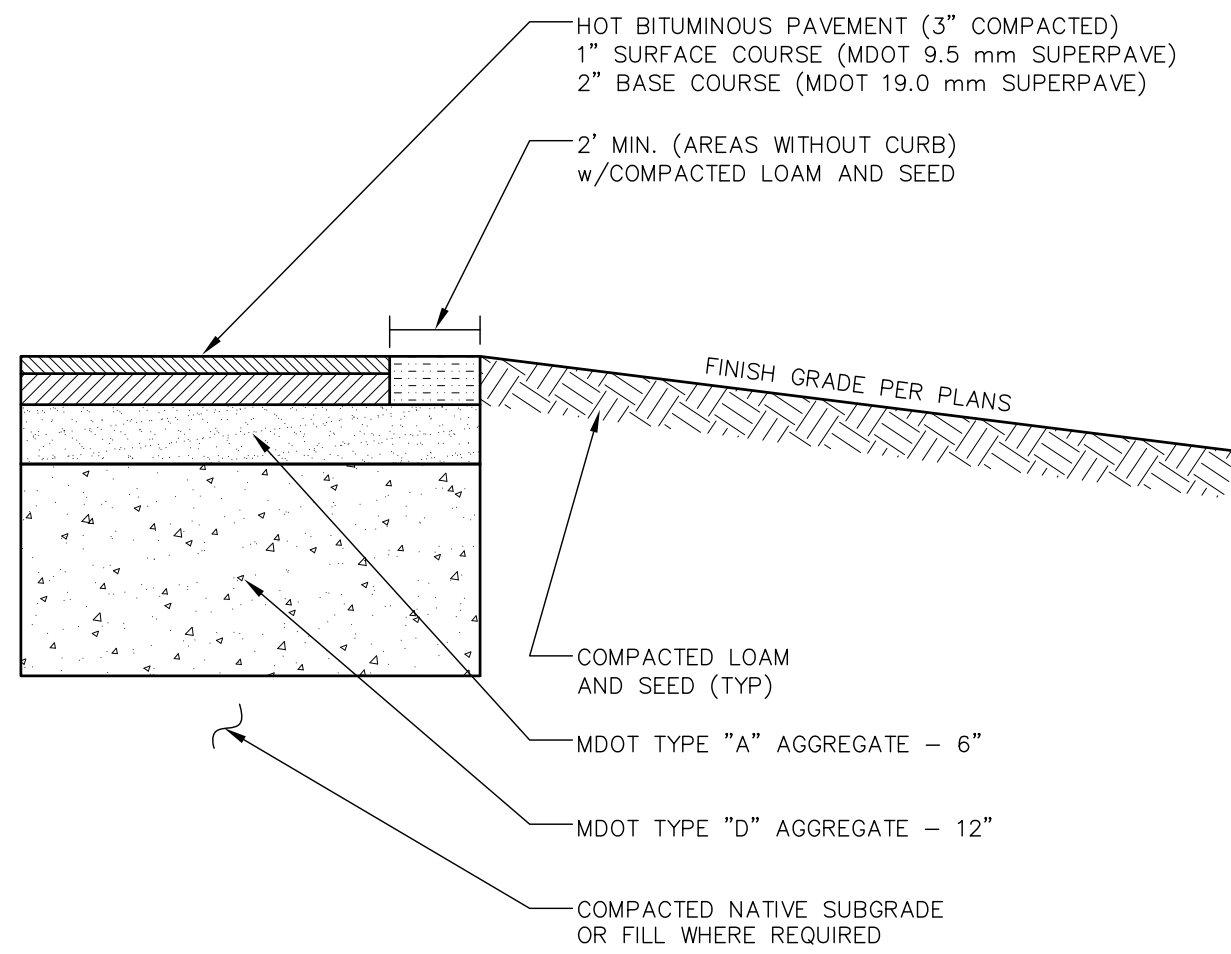


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3. COORDINATE PRUNING WITH LANDSCAPE ARCHITECT WHEN POSSIBLE. DO NOT HEAVILY PRUNE THE TREE AT PLANTING. DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN. PRUNING OF DEAD OR BROKEN BRANCHES OR CO-DOMINANT LEADERS IS PERMITTED.

EVERGREEN TREE PLANTING

NOT TO SCALE

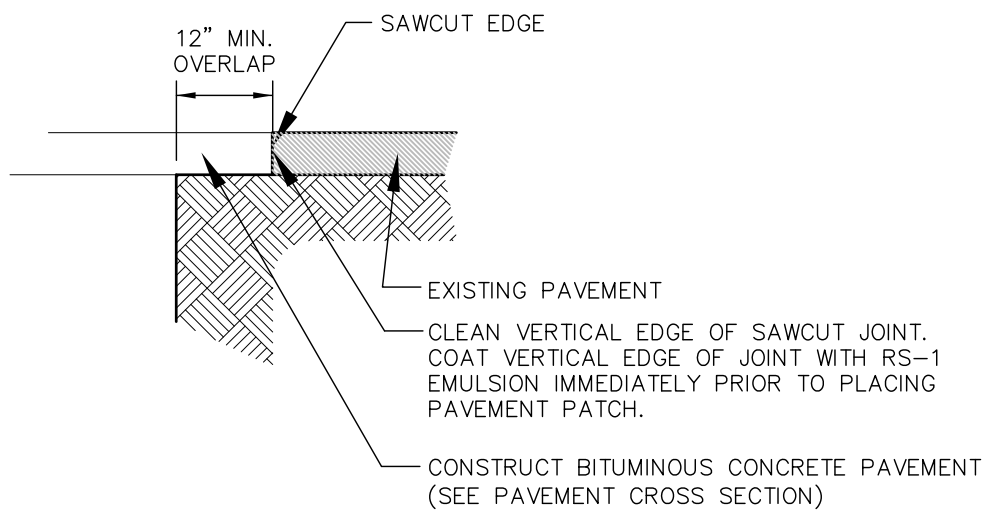


NOTES FOR STANDARD AND HEAVY DUTY ASPHALT PAVEMENT

1. ALL EXISTING FILL, BURIED ORGANIC MATTER, CLAY, LOAM, MUCK, AND/OR OTHER QUESTIONABLE MATERIAL SHALL BE REMOVED FROM BELOW ALL PAVEMENT, SHOULDERS AND UNDERGROUND PIPING/UTILITIES TO AT LEAST 2' FINISH GRADE.
2. SUBGRADE SHALL BE PROOFROLLED A MINIMUM OF 6 PASSES WITH A 10-TON VIBRATORY COMPACTOR OPERATING AT PEAK RATED FREQUENCY OR BY MEANS APPROVED BY THE ENGINEER.
3. FILL BELOW PAVEMENT GRADES SHALL BE GRANULAR BORROW COMPACTED PER DOT REQUIREMENTS.
4. SITEWORK CONTRACTOR SHALL COORDINATE GEOTECHNICAL ENGINEERING INSPECTIONS WITH THE CONSTRUCTION MANAGER PRIOR TO PLACING GRAVELS.
5. TACK COAT SHALL BE APPLIED BETWEEN SUCCESSIVE LIFTS OF ASPHALT.
6. THE BITUMINOUS PAVEMENT SHALL BE COMPACTED TO 95 PERCENT OF ITS THEORETICAL MAXIMUM DENSITY AS DETERMINED BY ASTM D-2041. THE BASE AND SUBBASE MATERIALS SHOULD BE COMPACTED TO AT LEAST 95 PERCENT OF THEIR MAXIMUM DRY DENSITIES AS DETERMINED BY ASTM D-1557.

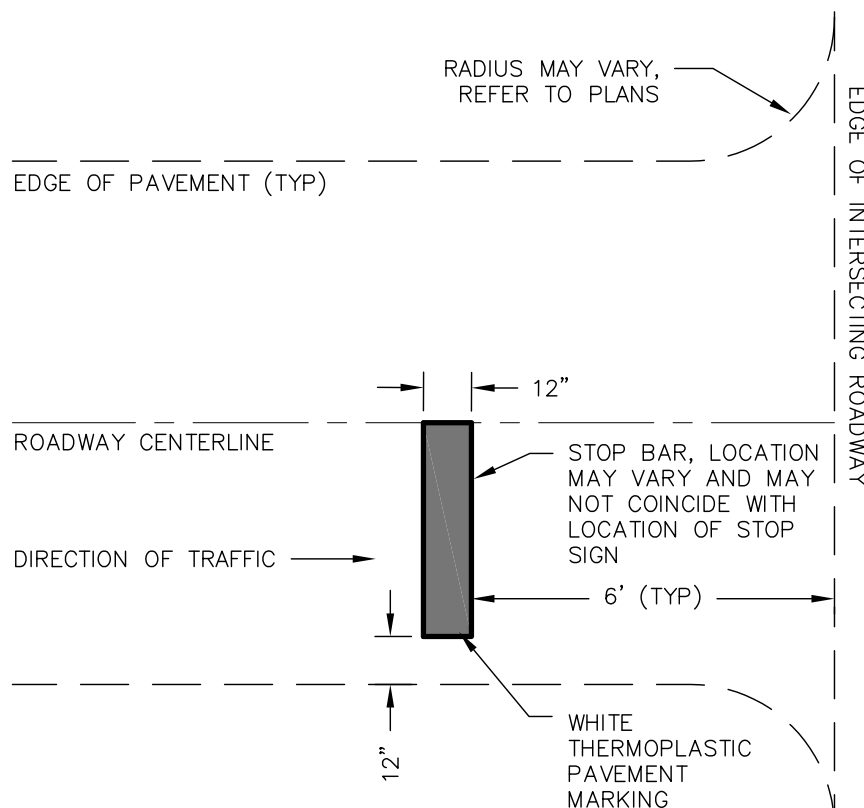
STANDARD DUTY ASPHALT PAVEMENT

NOT TO SCALE



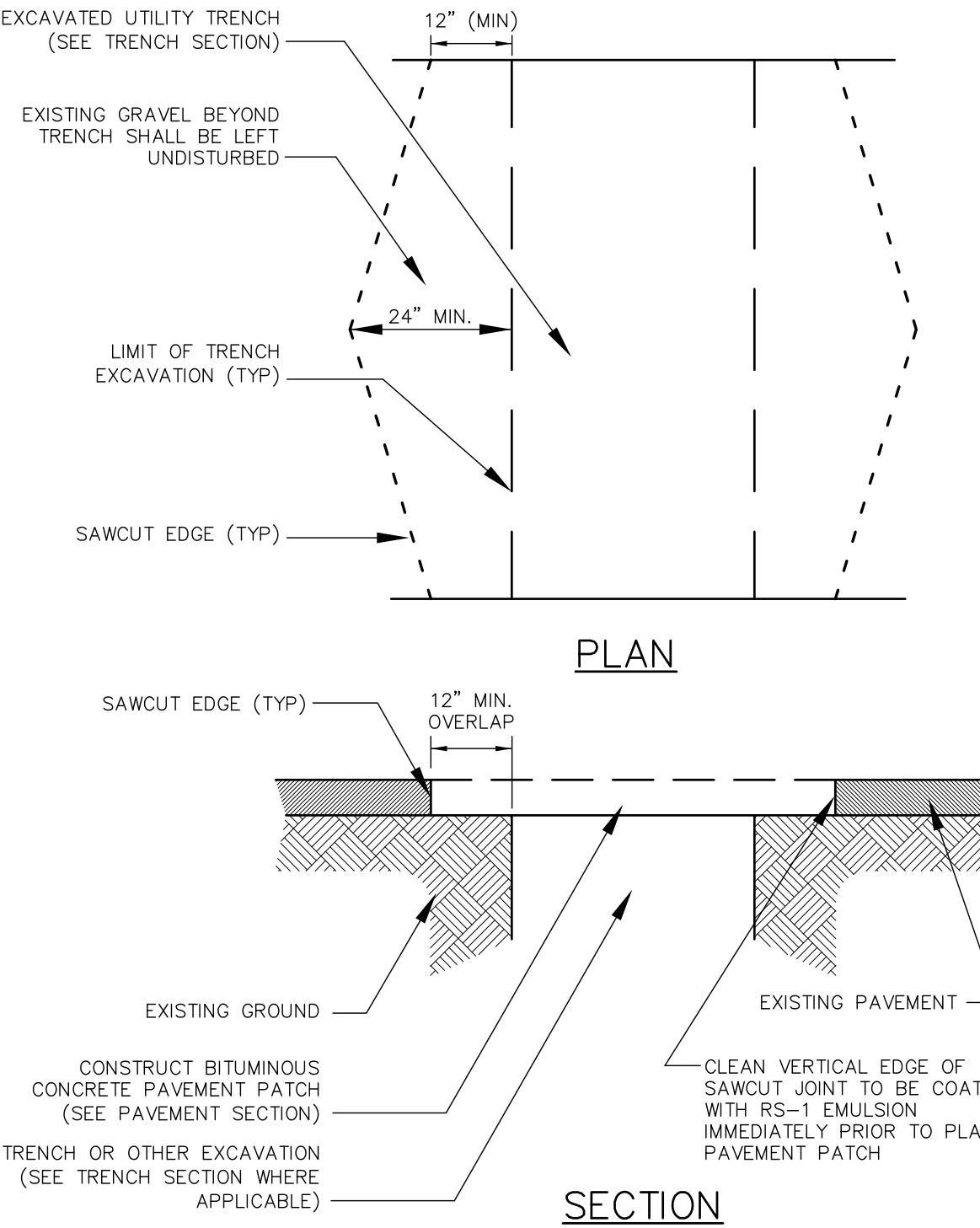
TYPICAL PAVEMENT SAWCUT

NOT TO SCALE



STOP BAR

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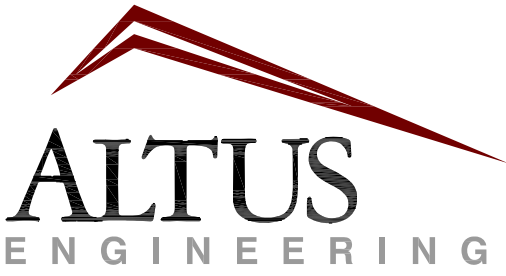
NOTES:

1. MACHINE CUT EXISTING PAVEMENT.
2. ALL TEMPORARY, DAMAGED OR DEFECTIVE PAVEMENT SHALL BE REMOVED PRIOR TO PLACEMENT OF PERMANENT TRENCH REPAIRS.
3. DIAMOND PATCHES, SHALL BE REQUIRED FOR ALL TRENCHES CROSSING ROADWAY. DIAMOND PATCHES SHALL MEET MEDOT REQUIREMENTS.

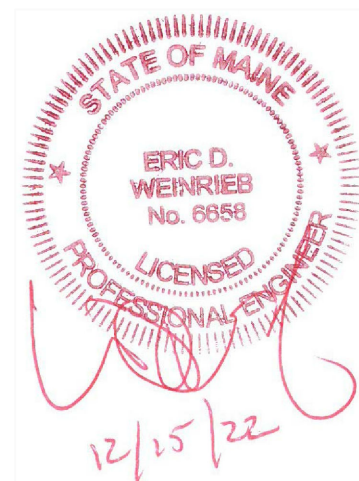
TYPICAL TRENCH PATCH

NOT TO SCALE

ENGINEER:



133 Court Street  
(603) 433-2335  
Portsmouth, NH 03801  
www.altus-eng.com



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0	INITIAL SUBMISSION	EBS	12/22/21
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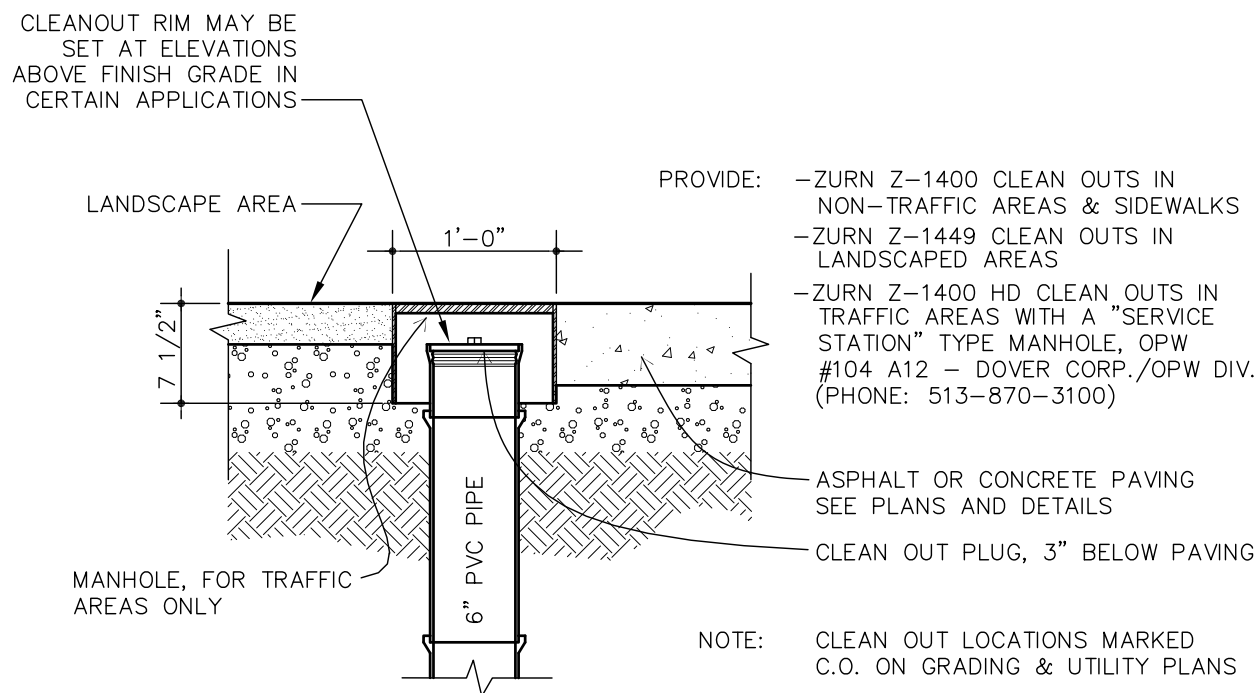
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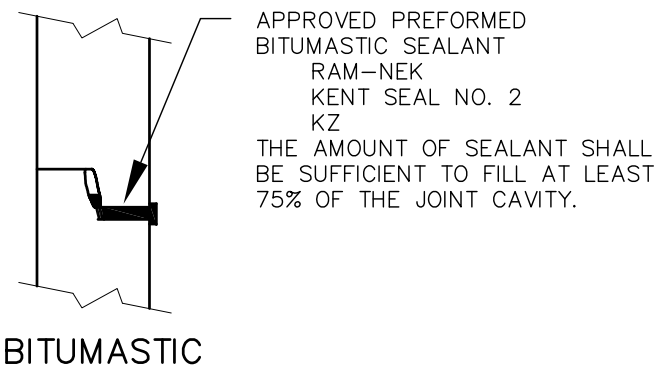
C - 8





CLEANOUT

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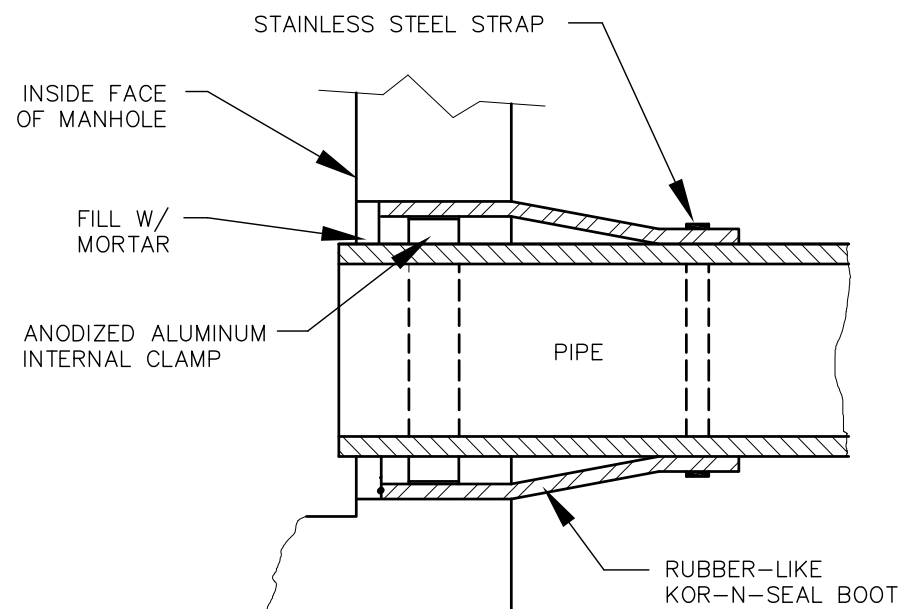


BITUMASTIC

NOTE: ALL GASKETS, SEALANTS, MORTAR, ETC. SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.

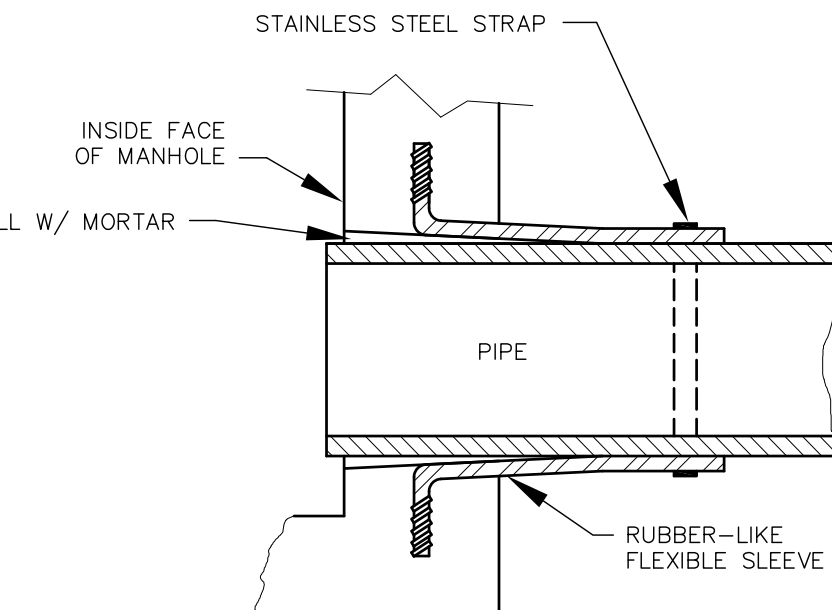
SEWER MANHOLE DETAIL B

NOT TO SCALE



KOR-N-SEAL JOINT SLEEVE  
(OR EQUAL)

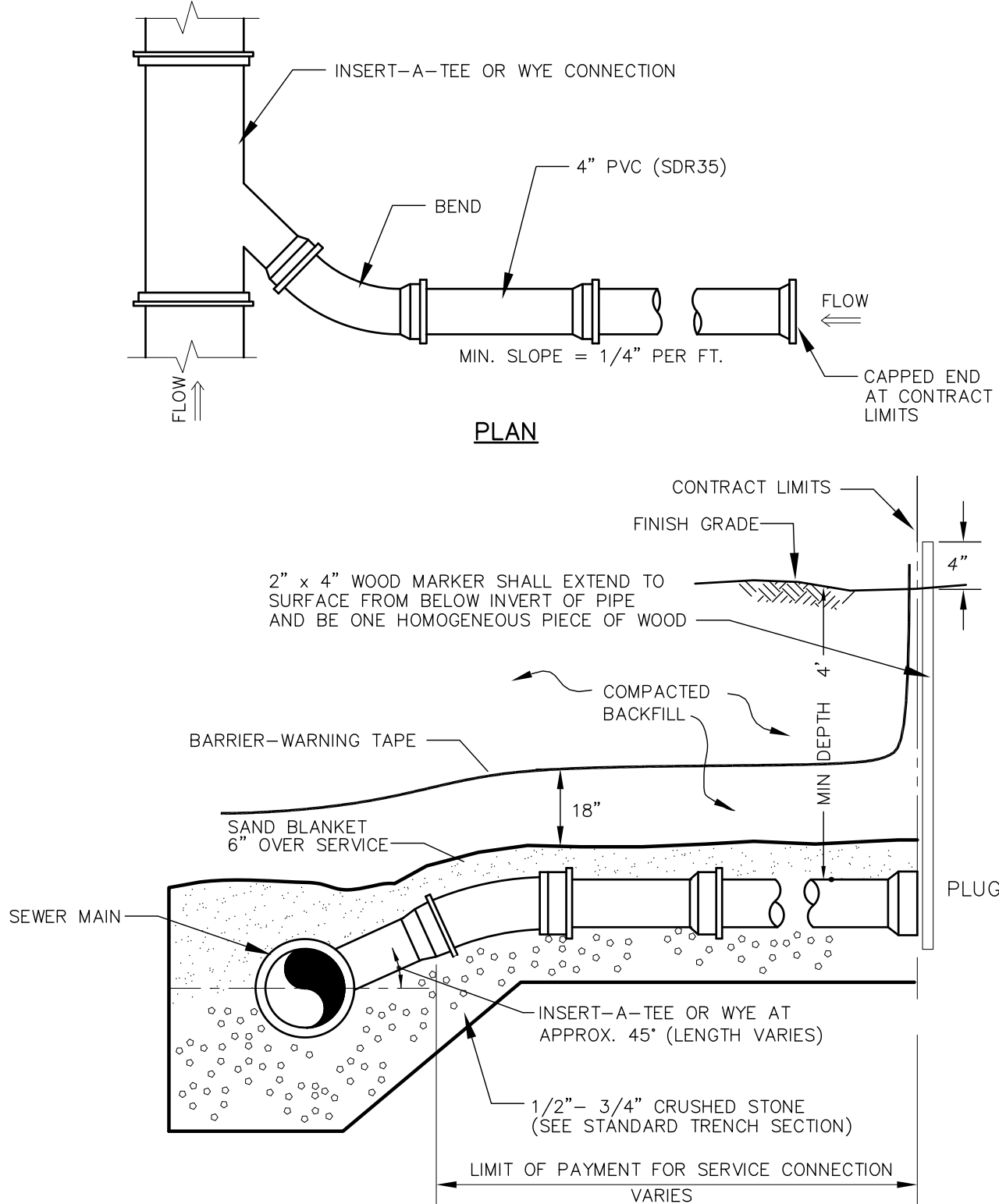
NOTE: ALL GASKETS, SEALANTS, MORTAR, ETC. SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.



LOCK-JOINT FLEXIBLE MANHOLE SLEEVE  
(OR EQUAL)

SEWER MANHOLE DETAIL A

NOT TO SCALE



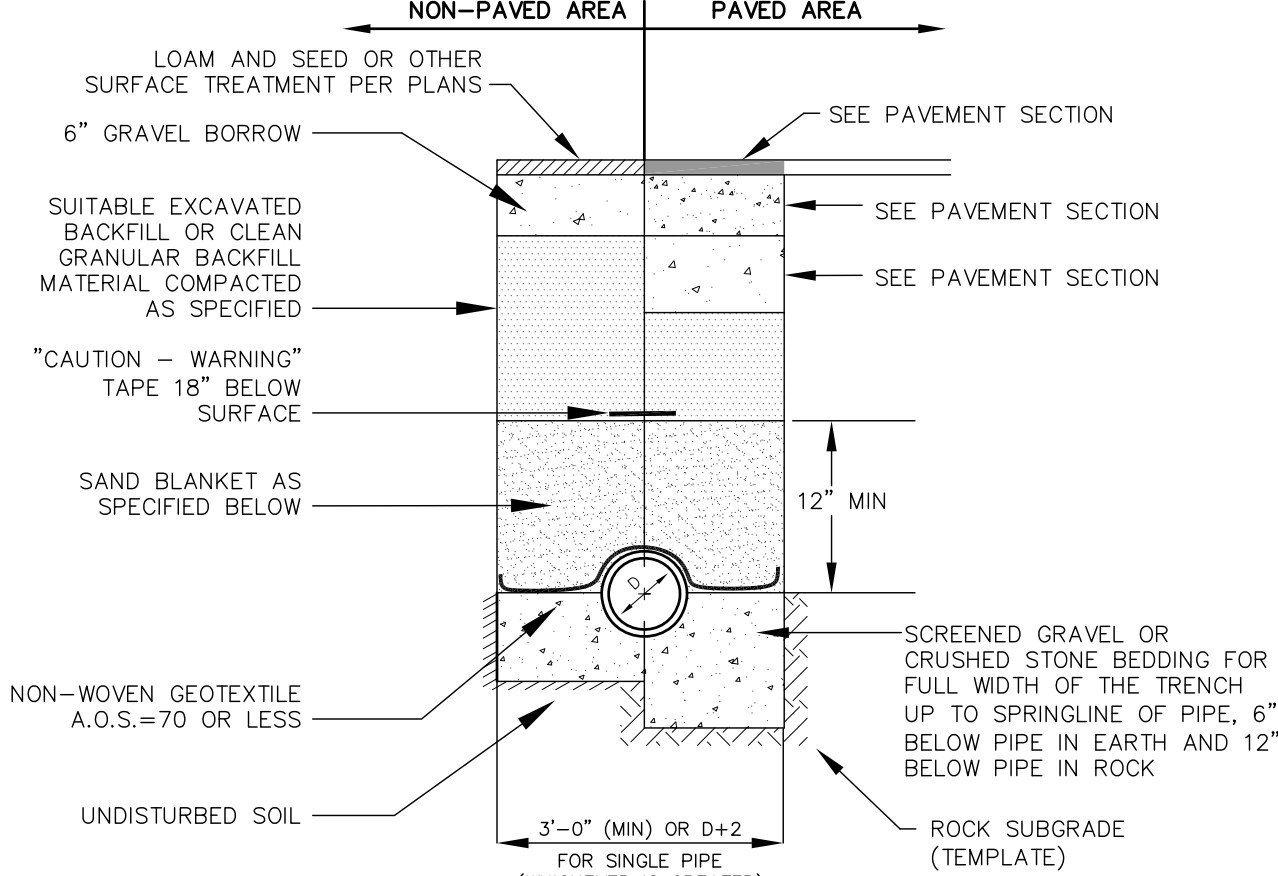
PLAN

ELEVATION

NOTE: SERVICE CONNECTION SHALL BE INSTALLED BELOW WATER MAIN WHERE POSSIBLE.

SEWER SERVICE CONNECTION

NOT TO SCALE



NOTES

- BACKFILL MATERIAL BELOW PAVED OR CONCRETE AREAS, BEDDING MATERIAL, AND SAND BLANKET SHALL BE COMPACTED TO NOT LESS THAN 95% OF AASHTO T 99, METHOD C. SUITABLE BACKFILL MATERIAL BELOW LOAM AREAS SHALL BE COMPACTED TO NOT LESS THAN 90% OF AASHTO T 99, METHOD C.
- INSULATE GRAVITY SEWER AND FORCEMAINS WHERE THERE IS LESS THAN 5'-0" OF COVER WITH 2" THICK CLOSED CELL RIGID BOARD INSULATION, 18" ON EACH SIDE OF PIPE.
- MAINTAIN 12" MINIMUM HORIZONTAL SEPARATION AND WIDEN TRENCH ACCORDINGLY IF MULTIPLE PIPES ARE IN TRENCH.

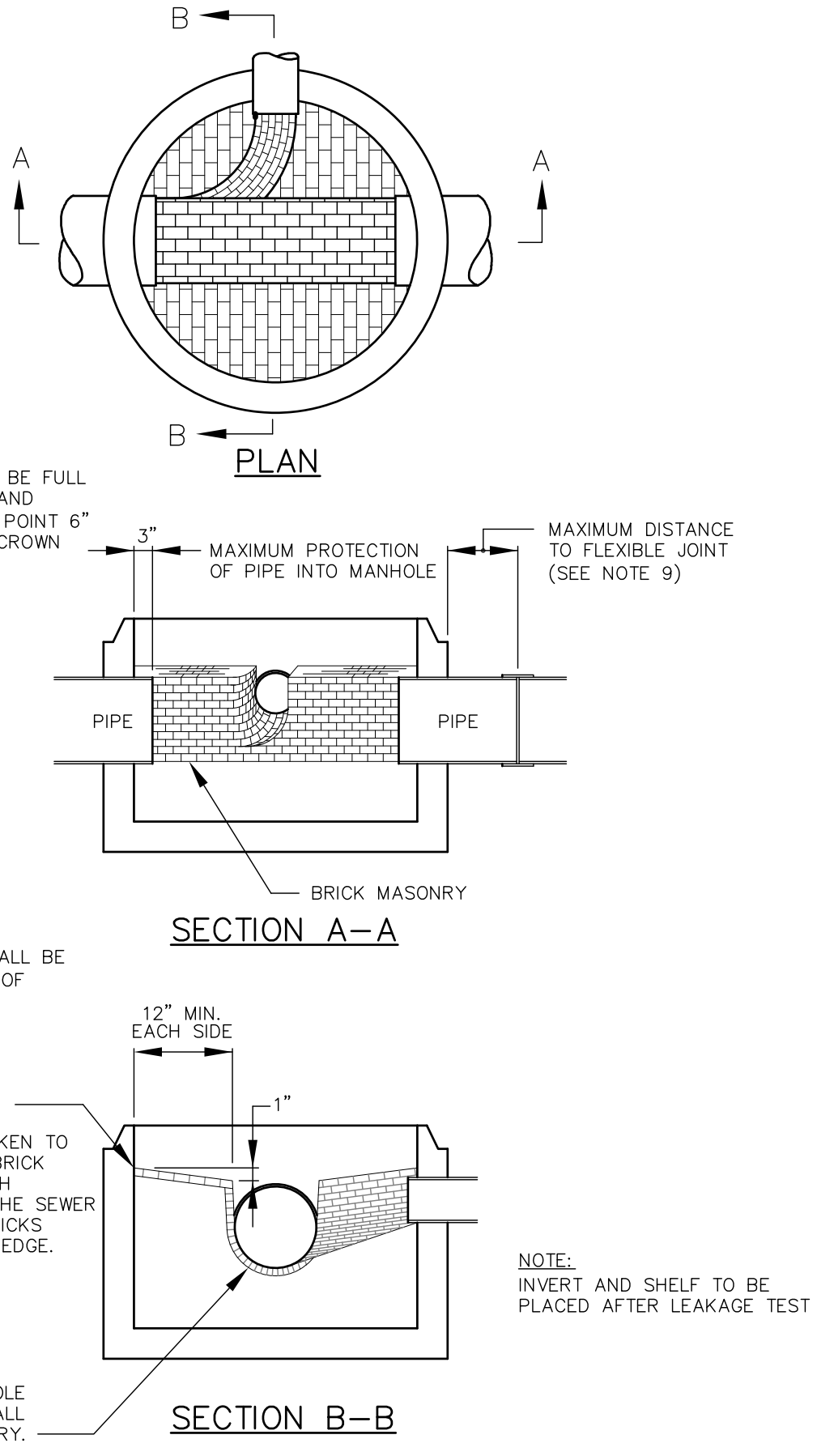
SAND BLANKET/BARRIER		SCREENED GRAVEL OR CRUSHED STONE BEDDING	
SIEVE SIZE	% FINER BY WEIGHT	SIEVE SIZE	% PASSING BY WEIGHT
1/2"	90 - 100	1"	100
200	0 - 15	3/4"	90 - 100
		3/8"	20 - 55
		# 4	0 - 10
		# 8	0 - 5

DRAINAGE & SEWER TRENCH

NOT TO SCALE

MANHOLE NOTES:

- IT IS THE INTENTION OF THE MAINE DEP THAT THE MANHOLE, INCLUDING ALL COMPONENT PARTS, HAVE ADEQUATE SPACE, STRENGTH AND LEAKPROOF QUALITIES CONSIDERED NECESSARY BY THE COMMISSION FOR THE INTENDED SERVICE. SPACE REQUIREMENTS AND CONFIGURATIONS, SHALL BE AS SHOWN ON THE DRAWING. MANHOLES MAY BE AN ASSEMBLY OF PRECAST SECTIONS, WITH OR WITHOUT STEEL REINFORCEMENT, WITH ADEQUATE JOINTING, OR CONCRETE CAST MONOLITHICALLY IN PLACE WITH OR WITHOUT REINFORCEMENT IN ANY APPROVED MANHOLE. THE COMPLETE STRUCTURE SHALL BE OF SUCH MATERIAL AND QUALITY AS TO WITHSTAND LOADS OF 8 TONS (H=20 LOADING) WITHOUT FAILURE AND PREVENT LEAKAGE IN EXCESS OF ONE GALLON PER DAY PER VERTICAL FOOT OF MAN-HOLE CONTINUOUSLY FOR THE LIFE OF THE STRUCTURE, A PERIOD GENERALLY IN EXCESS OF 25 YEARS IS TO BE UNDERSTOOD IN BOTH CASES.
- BARRELS AND CONE SECTIONS SHALL BE PRECAST REINFORCED.
- PRECAST CONCRETE BARREL SECTIONS, CONES AND BASES SHALL CONFORM TO ASTM C478.
- LEAKAGE TEST SHALL BE PERFORMED IN ACCORDANCE WITH THE TOWN'S STANDARD SPECIFICATIONS AND WITH MAINE DEP 10-144 CMR 241.
- INVERTS AND SHELVES MANHOLES SHALL HAVE A BRICK PAVED SHELF AND INVERT CONSTRUCTED TO CONFORM TO THE SIZE OF PIPE AND FLOW AT CHANGES IN DIRECTION. THE INVERTS SHALL BE LAID OUT IN CURVES, OF THE LONGEST RADIUS POSSIBLE TANGENT TO THE CENTER LINE OF THE SEWER PIPES. SHELVES SHALL BE CONSTRUCTED TO THE ELEVATION OF THE HIGHEST PIPE CROWN AND SLOPE TO DRAIN TOWARD THE FLOWING THROUGH CHANNEL. UNDERLAYMENT OF INVERT AND SHELF SHALL CONSIST OF BRICK MASONRY. BRICK MASONRY SHALL CONFORM WITH ASTM C32.
- MORTAR MORTAR USED FOR MANHOLE CONSTRUCTION SHALL CONFORM WITH MAINE DEP 10-144 CMR 241.
- FRAMES AND COVERS MANHOLE FRAMES AND COVERS SHALL CONFORM WITH ASTM A48/48M, BE OF HEAVY DUTY DESIGN AND PROVIDE A 30-INCH CLEAR OPENING. A 3-INCH (MINIMUM HEIGHT) LETTER "S" FOR SEWERS OR "D" FOR DRAINS SHALL BE PLAINLY CAST INTO THE CENTER OF EACH COVER.
- BEDDING SCREENED GRAVEL AND/OR CRUSHED STONE FREE FROM CLAY, LOAM, ORGANIC MATTER AND MEETING ASTM C33.  
100% PASSING 1 INCH SCREEN 0-10% PASSING #4 SIEVE  
90-100% PASSING 3/4 INCH SCREEN 0-5% PASSING #8 SIEVE  
20- 55% PASSING 3/8 INCH SCREEN  
WHERE ORDERED BY THE ENGINEER TO STABILIZE THE BASE, SCREENED GRAVEL OR CRUSHED STONE 1-1/2" TO 1/2" SHALL BE USED.
- CONCRETE FOR DROP SUPPORT SHALL CONFORM TO THE REQUIREMENT FOR CLASS A (3000 LBS.) CONCRETE OF THE MAINE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AS FOLLOWS:  
CEMENT 6.0 BAGS PER CUBIC YARD  
WATER 5.75 GALLONS PER BAG CEMENT  
MAXIMUM SIZE OF AGGREGATE 1 INCH 9.
- FLEXIBLE JOINT A FLEXIBLE JOINT SHALL BE PROVIDED WITHIN THE FOLLOWING DISTANCES:  
PVC PIPE - 60"  
RCP & CI PIPE - ALL SIZES - 48"  
AC & VC PIPE - UP THROUGH 12" DIAMETER - 18"  
AC & VC PIPE - LARGER THAN 12" DIAMETER - 36"
- SHALLOW MANHOLE IN LIEU OF A CONE SECTION, WHEN MANHOLE DEPTH IS LESS THAN 6 FEET, A REINFORCED CONCRETE SLAB COVER MAY BE USED HAVING AN ECCENTRIC ENTRANCE OPENING AND CAPABLE OF SUPPORTING H=20 LOADS.



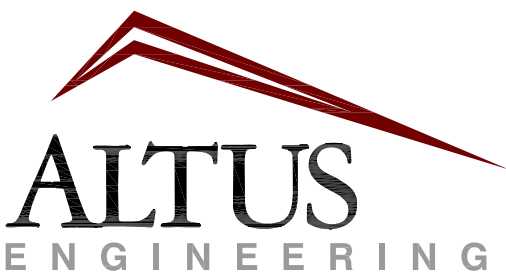
SECTION A-A

SECTION B-B

SEWER MANHOLE

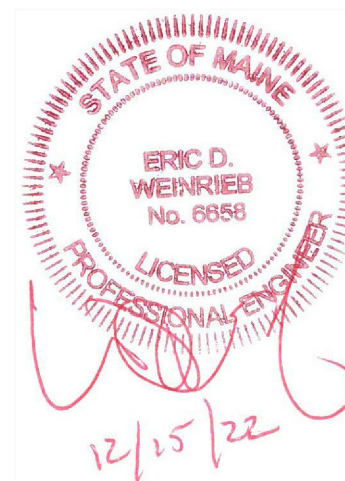
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REVISIONS

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EB	12/22/21
1	GENERAL REVISION	EB	08/11/22
2	MODIFIED SHEET NO.	EB	11/03/22

DRAWN BY:

RMB

APPROVED BY:

EB

DRAWING FILE:

5235DETAILS.DWG

SCALE:

NOT TO SCALE

OWNER/APPLICANT:

LUSITANO, LLC

JIM HIGGINS

119 KINGS HIGHWAY NO.

ELIOT, MAINE 03903

PROJECT:

WYMAN HILL

TAX MAP 16, LOT 148

28 WYMAN AVENUE

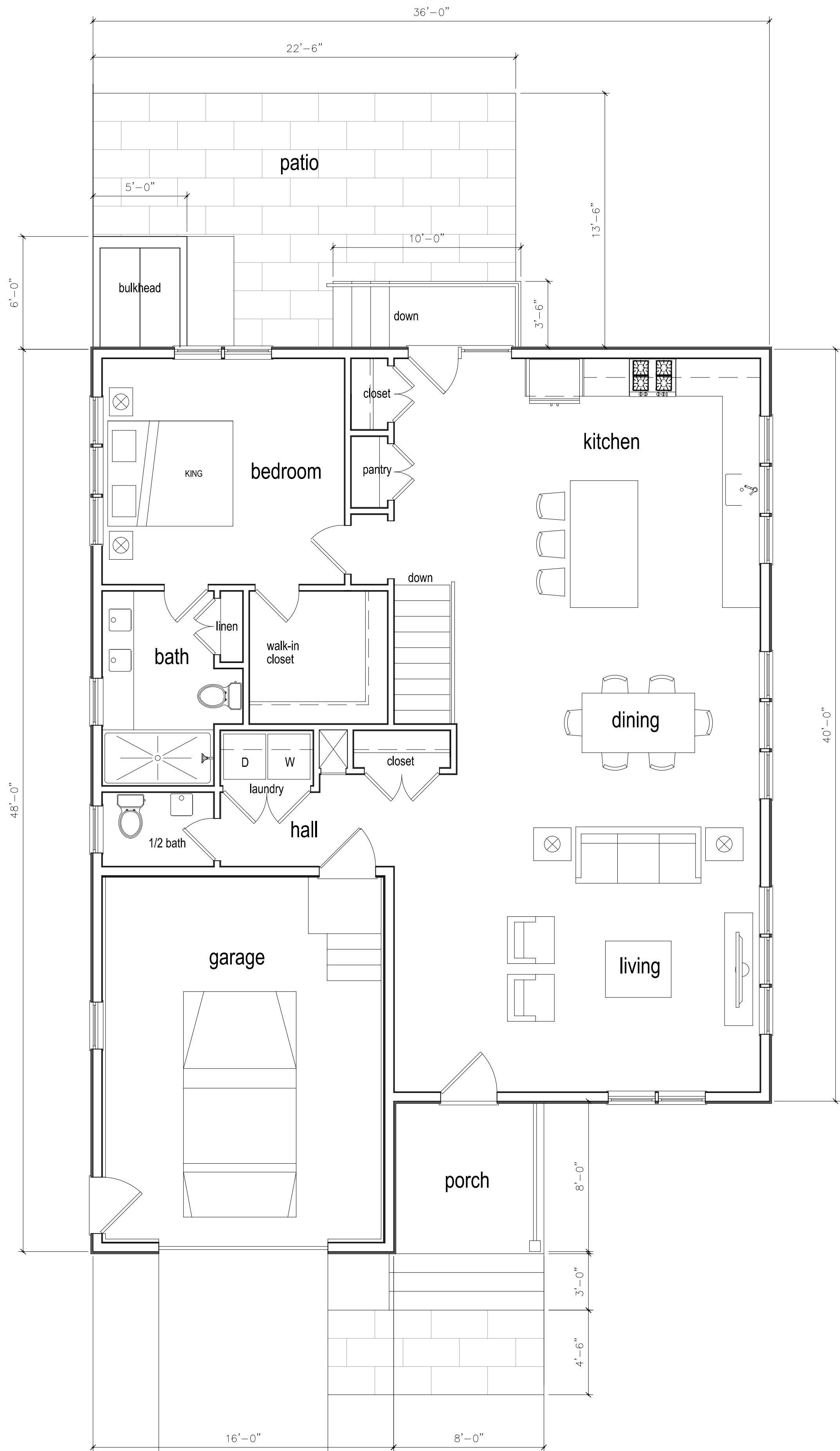
KITTERY, MAINE

TITLE:

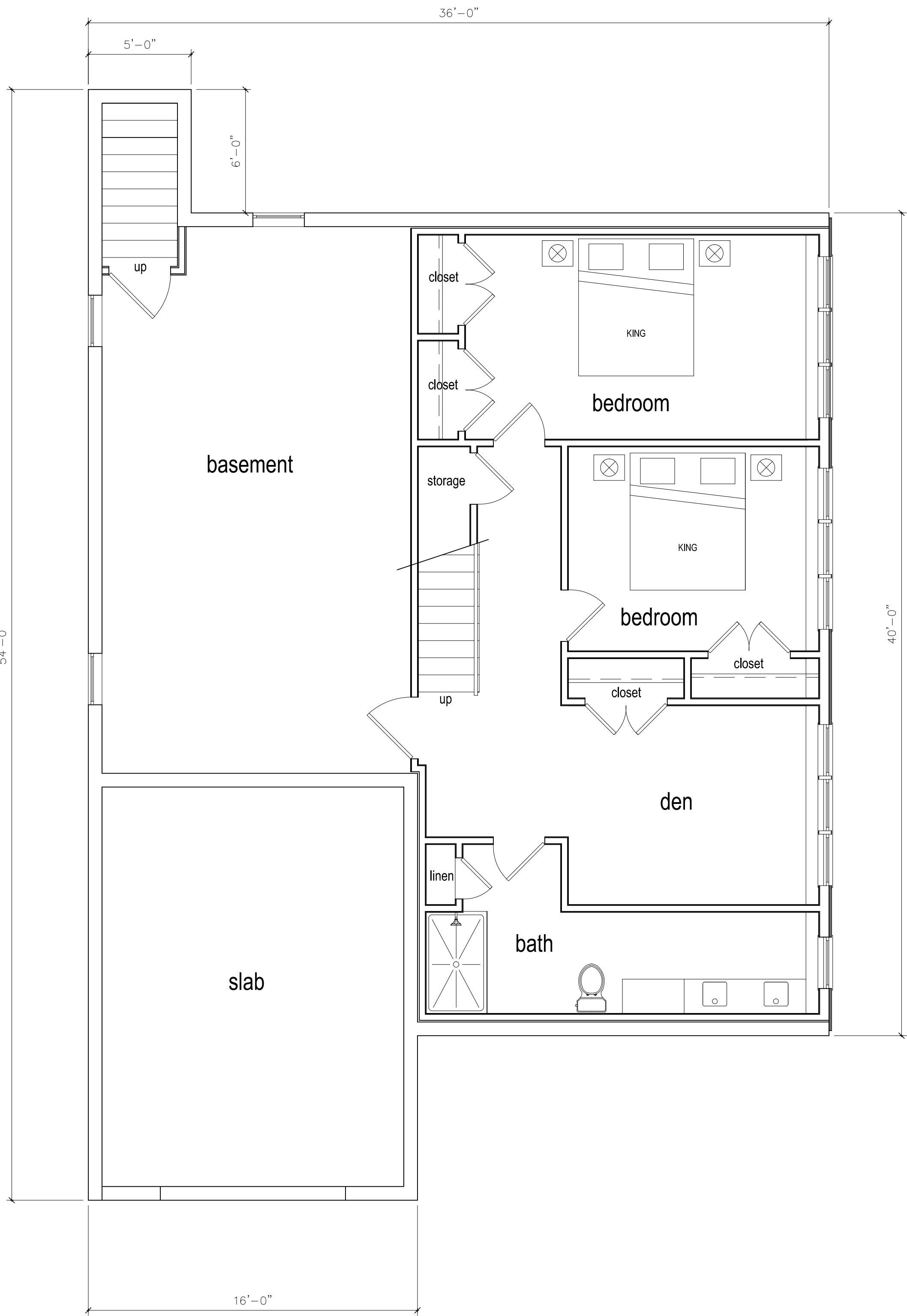
DETAIL SHEET

SHEET NUMBER:

C - 9



PROPOSED 1ST FLOOR  
(Living Space: 1177 sq. ft.)



PROPOSED LOWER LEVEL  
(Living Space: 729 sq. ft.)

revisions

Wyman  
Hill

Residential Unit

28 Wyman Avenue  
Kittery Maine

architectural designer

HIGGINS + DESIGN

119 Kings Highway North  
Eliot, ME 03903  
Tel 617.501.6149  
jimhiggins05@comcast.net

Proposed  
Residential Unit

LAYOUT PLANS

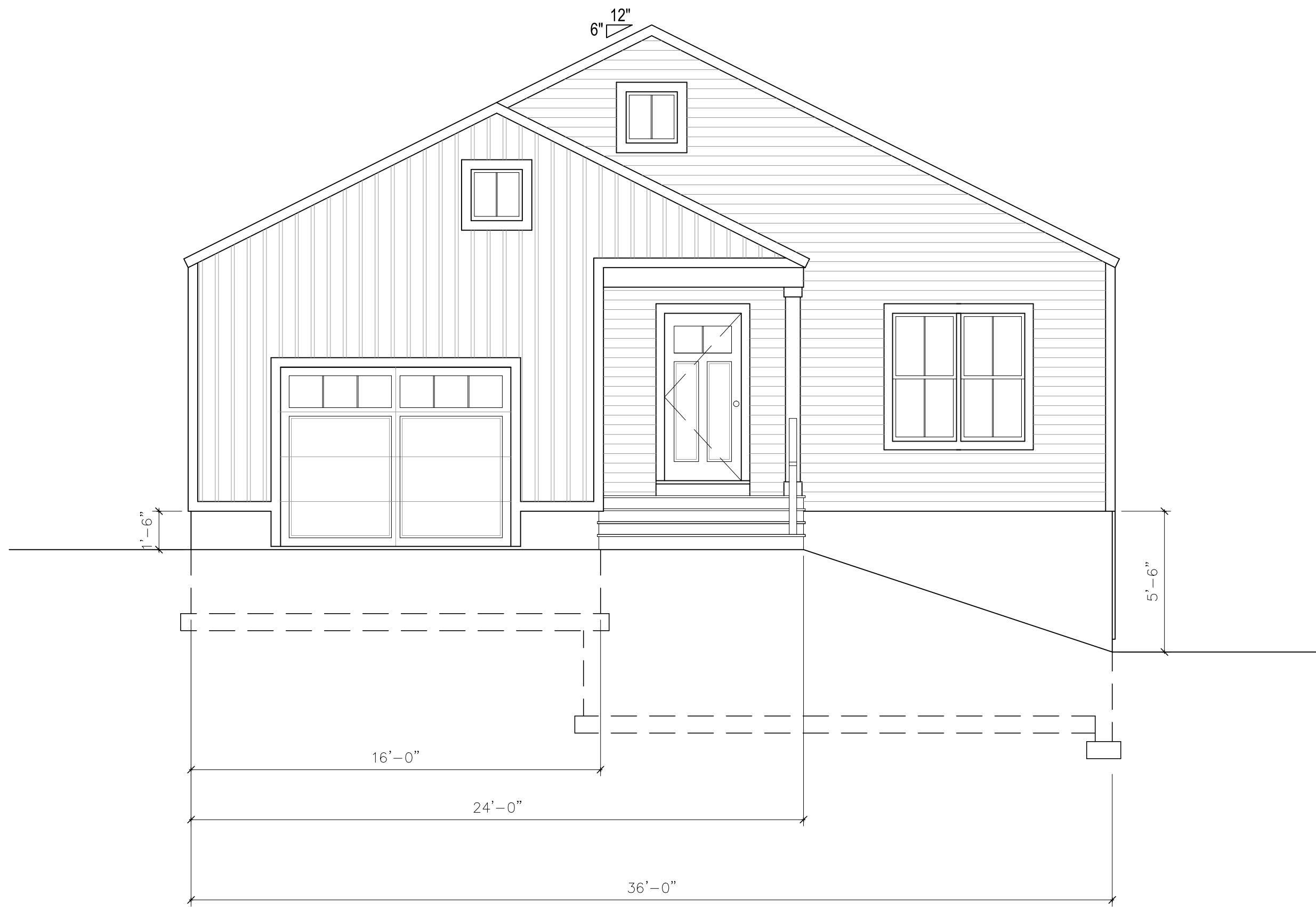
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date  
November 22, 2021

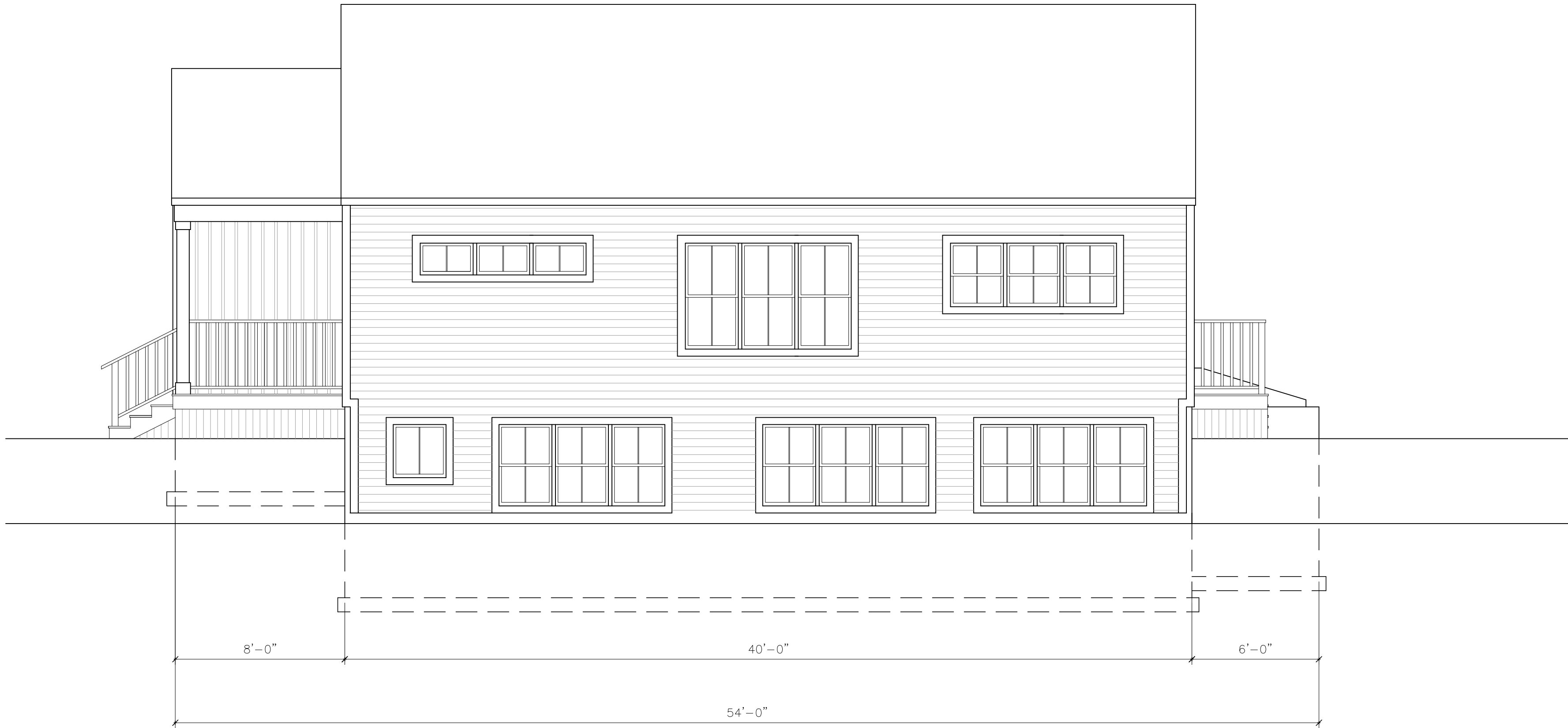
project  
Kittery01

A01





FRONT ELEVATION



RIGHT SIDE ELEVATION

revisions

Wyman  
Hill

Residential Unit

28 Wyman Avenue  
Kittery Maine

architectural designer

HIGGINS + DESIGN

119 Kings Highway North  
Eliot, ME 03903  
Tel 617.501.6149  
jimhiggins05@comcast.net

Proposed  
Residential Unit

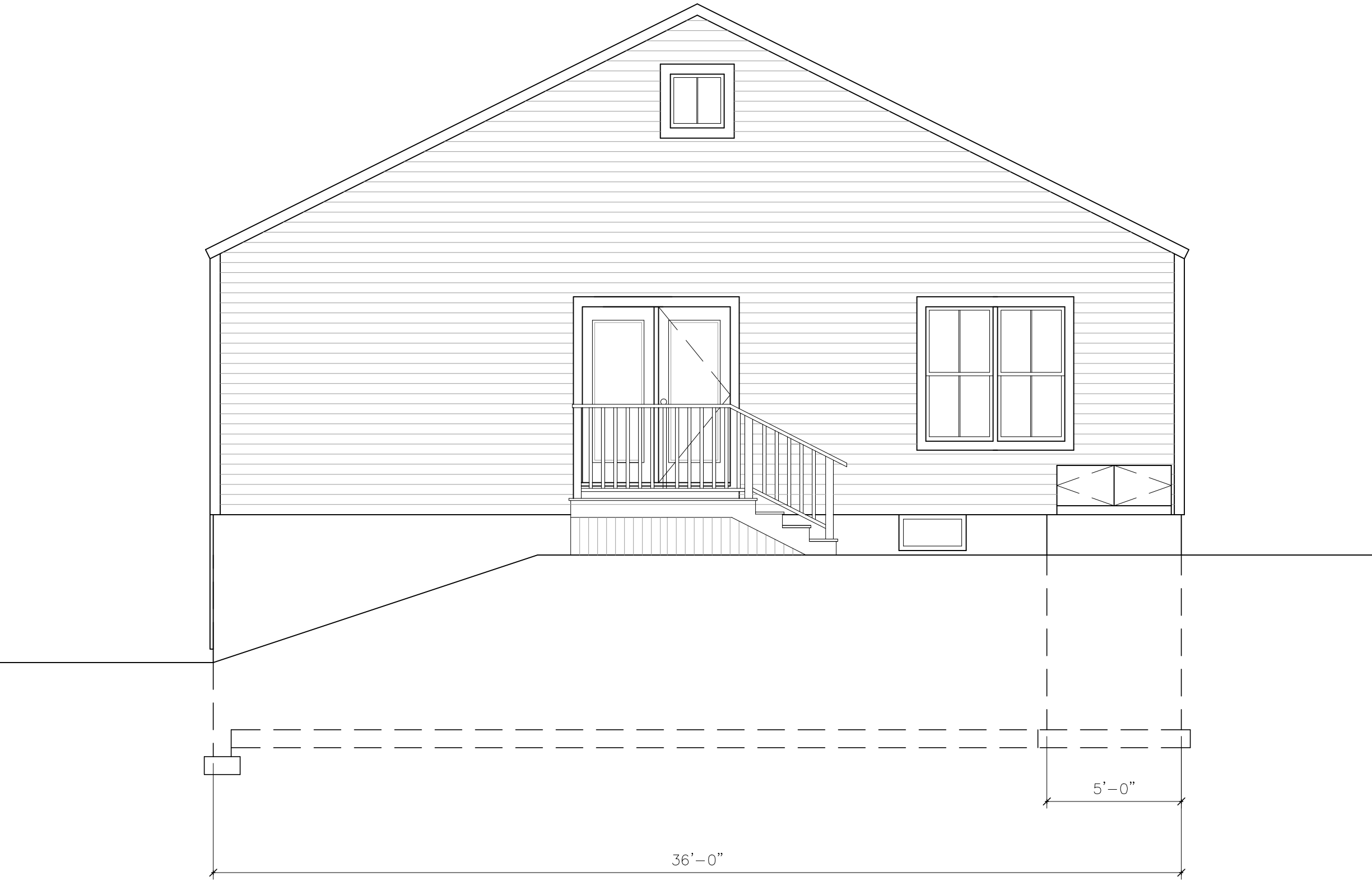
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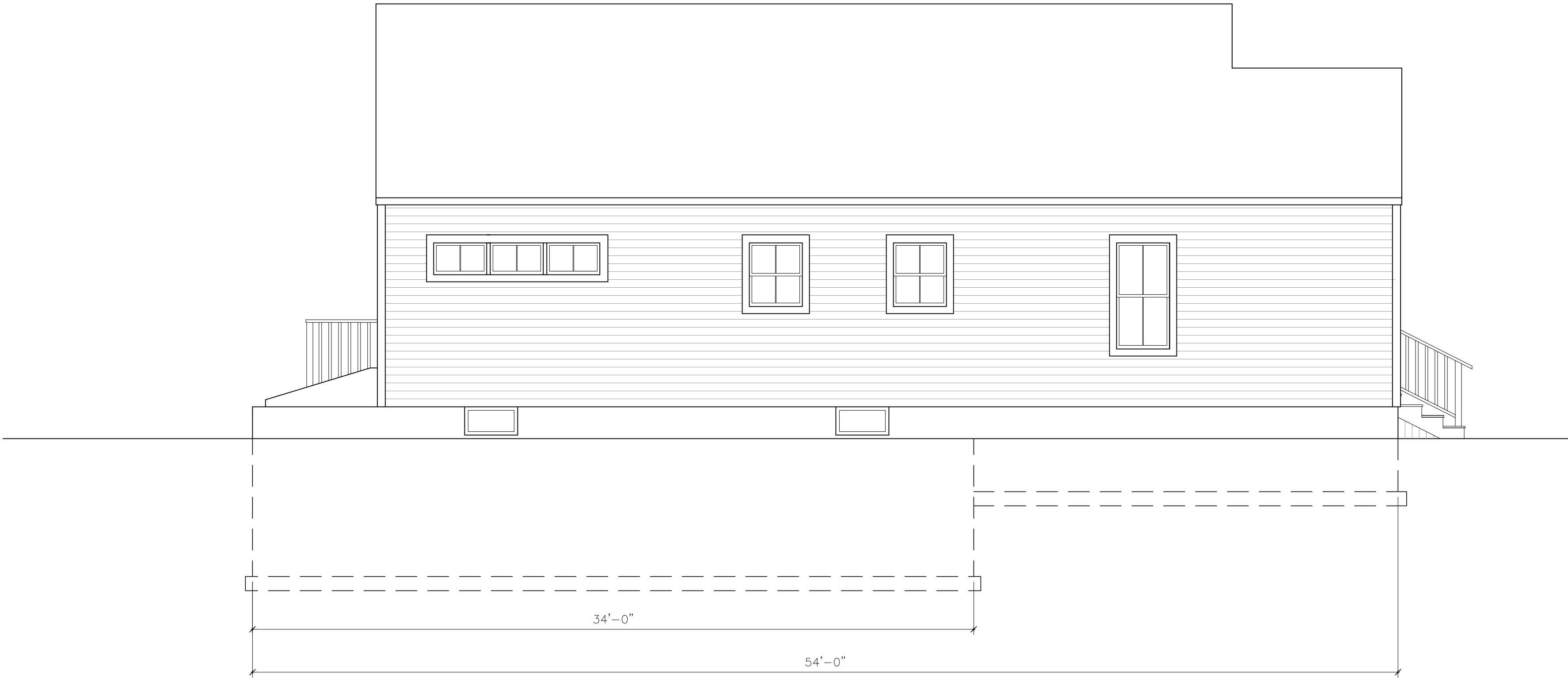
date  
November 22, 2021

project  
Kittery01

A02



BACK ELEVATION



LEFT SIDE ELEVATION

revisions	
1	12-5-16 Kitchen Layout, Exterior Door Revisions

Wyman Hill

Residential Unit

28 Wyman Avenue  
Kittery Maine

architectural designer

HIGGINS + DESIGN

119 Kings Highway North  
Eliot, ME 03903  
Tel 617.501.6149  
jimhiggins05@comcast.net

Proposed  
Residential Unit

ELEVATIONS

scale
1/4" = 1'-0"
date
November 22, 2021
project
Kittery01

A03



# TOWN OF KITTERY ~ MAINE

## PLANNING OFFICE

200 Rogers Road, Kittery, Maine 03904

PHONE: (207) 475-1323

Fax: (207) 439-6806

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

### APPLICATION: REQUEST FOR WAIVER

**THIS REVIEW PROCESS REQUIRES APPROVAL FROM BOTH THE TOWN PLANNER AND THE CODE ENFORCEMENT OFFICER**

<b>PROPERTY DESCRIPTION</b>	Parcel ID	Map	16	Lot	147	Zone Base Overlay	R-U	Total Land Area	1.90 acres
	Physical Address: 28 Wyman Avenue								

<b>PROPERTY OWNER'S INFORMATION</b>	Name	Lusitano, LLC	Mailing Address	119 Kings Highway North Eliot, Maine 03903
	Phone	(617) 501-6149		
	Fax			
	Email	xxx		

<b>APPLICANT'S AGENT INFORMATION</b>	Name	Erik Saari	Name of Business	Altus Engineering
	Phone	(603) 433-2335	Mailing Address	133 Court Street Portsmouth, NH 03801
	Fax			
	Email	esaari@altus-eng.com		

<b>DESCRIPTION</b>	<b>Ordinance Section</b>	<b>Describe why this request is being made.</b>
	***EXAMPLE*** 16.32.560 (B)- OFFSTREET PARKING.	***EXAMPLE*** Requesting a waiver of this ordinance since the proposed professional offices have a written agreement with the abutting Church owned property to share parking.
	16.7.11.C.(3)(a) - Drainage pipe sizes	Per our stormwater analysis, the required 12" minimum pipe size is not necessary to adequately convey runoff through the project site. As this is not intended to become a public storm drain, we feel that the waiver is warranted as the larger pipe size is not required for the system to function properly.

**I certify that, to the best of my knowledge, the information provided in this application is true and correct and will not deviate from the plans submitted without notifying the Kittery Planning Department of any changes.**

<b>Applicant's Signature:</b>	See attached Letter of Authorization	<b>Owner's Signature:</b>	See attached Letter of Authorization
<b>Date:</b>	11/17/22	<b>Date:</b>	11/17/22

## Sight Distance Photos



Sight Distance Looking Left



Sight Distance Looking Right



# **DRAINAGE ANALYSIS**

**FOR**

**Wyman Hill**

**28 Wyman Avenue  
Kittery, ME**

**Tax Map 16, Lot 148**

August 11, 2022

**Revised November 3, 2022**

*Prepared For:*

**Lusitano, LLC**

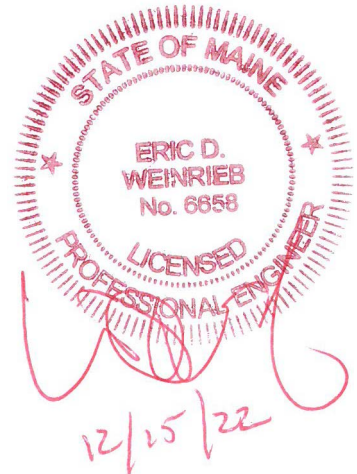
**Jim Higgins**

119 Kings Highway North  
Elliot, ME 03903

*Prepared By:*

**ALTUS ENGINEERING**

133 Court Street  
Portsmouth, NH 03801  
Phone: (603) 433-2335





# Table of Contents

Section 1	Narrative
	Project Description
	Site Overview
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	Proposed Site Design
	Calculation Methods
	Disclaimer
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	Conclusions
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	Aerial Photo
Section 3	Drainage Analysis, Pre-Development
Section 4	Drainage Analysis, Post-Development
Section 5	Precipitation Table
Section 6	NRCS Soils Report
Section 7	Stormwater Operations and Maintenance Plan
Section 8	Watershed Plans
	Pre-Development Watershed Plan
	Post-Development Watershed Plan

# Section 1

## Narrative

## **PROJECT DESCRIPTION**

The property at 28 Wyman Avenue currently hosts a residential dwelling used as a boarding house primarily with open lawn except for a small section of wooded wetland on the north perimeter. The application contemplates the construction of three single-family detached houses together with associated site improvements.

The stormwater management system proposed will include a grassed underdrained soil filter to reduce peak flows and treat runoff from the site's impervious areas prior to leaving the site.

### ***Site Soils***

The Natural Resources Conservation Service (NRCS) classifies the site soils as Lyman loam (Ln) with a hydrological soil group (HSG) designation of D.

### ***Pre-Development (Existing Conditions)***

The Pre-Development Watershed Plan (Sheet WS-1) reflects the current conditions of the site which include the existing building and parking areas. The current site can be divided into two (2) subcatchments which discharge to the east and west property lines.

### ***Post-Development (Proposed Conditions)***

The proposed project will construct three (3) new residential units, a new drainage system and associated site improvements.

As shown on the attached Post-Development Watershed Plan (Sheet WS-2), the site was divided into six (6) subcatchment areas in the post-development conditions. The same points of analysis that were used in the Pre-Development model (POA #'s 1 and 2) were used for comparison of the Pre- and Post-development conditions.

## **CALCULATION METHODS**

The drainage study was completed using the USDA SCS TR-20 Method within the HydroCAD Stormwater Modeling System. Reservoir routing was performed with the Dynamic Storage Indication method with automated calculation of tailwater conditions. A Type III 24-hour rainfall distribution was utilized in analyzing the data for the 2, 10 and 25 year - 24-hour storm events using rainfall data provided by Maine DEP. Infiltration rates through biofilter media were set at 2.5 in/hr with a phase-in depth of 0.01'.

## ***Disclaimer***

Altus Engineering, Inc. notes that stormwater modeling is limited in its capacity to precisely predict peak rates of runoff and flood elevations. Results should not be considered to represent actual storm events due to the number of variables and assumptions involved in the modeling effort. Surface roughness coefficients (n), entrance loss coefficients (ke), velocity factors (kv) and times of concentration (Tc) are based on subjective field observations and engineering judgment using available data. For design purposes, curve numbers (Cn) describe the average conditions. However, curve numbers will vary from storm to storm depending on the antecedent runoff conditions (ARC) including saturation and frozen ground. Also, higher water elevations than predicted by modeling could occur if drainage channels, closed drain systems or culverts are not maintained and/or become blocked by debris before and/or during a storm event as this will impact flow capacity of the structures. Structures should be re-evaluated if future changes occur within relevant drainage areas in order to assess any required design modifications.

## ***Drainage Analysis***

A complete summary of the drainage model is included in the appendix of this report. The following table compares pre- and post-development peak rates at the Point of Analysis identified on the plans for the 2 and 25-year storm events:

**Stormwater Modeling Summary**  
**Peak Q (cfs) for Type III 24-Hour Storm Events**

	<b>2-Yr Storm (3.21 inch)</b>	<b>10-Yr Storm (4.87inch)</b>	<b>25-Yr Storm (6.17 inch)</b>
<b>POA #1 (West Property Line)</b>			
Pre	0.78	1.50	2.08
Post	0.57	1.09	1.52
<b>Change</b>	<b>-0.21</b>	<b>-0.41</b>	<b>-0.56</b>
<b>POA #2 (East Property Line)</b>			
Pre	2.30	4.51	6.30
Post	2.11	3.86	5.18
<b>Change</b>	<b>-0.19</b>	<b>-0.65</b>	<b>-1.12</b>

As the above table demonstrates, the proposed peak rates of runoff will be decreased from the existing conditions for all analyzed storm events.

## CONCLUSION

This proposed roadway and site development will have minimal adverse effect on abutting properties and infrastructure as a result of stormwater runoff or siltation. Post-construction peak rates of runoff from the site will be lower than the existing conditions for all analyzed storm events. The new stormwater management system will also provide appropriate treatment to runoff from 100% of the proposed impervious surfaces from the site. Appropriate steps will be taken to properly mitigate erosion and sedimentation using temporary and permanent Best Management Practices for sediment and erosion control, including a grassed underdrain soil filter and roofline drip strips.

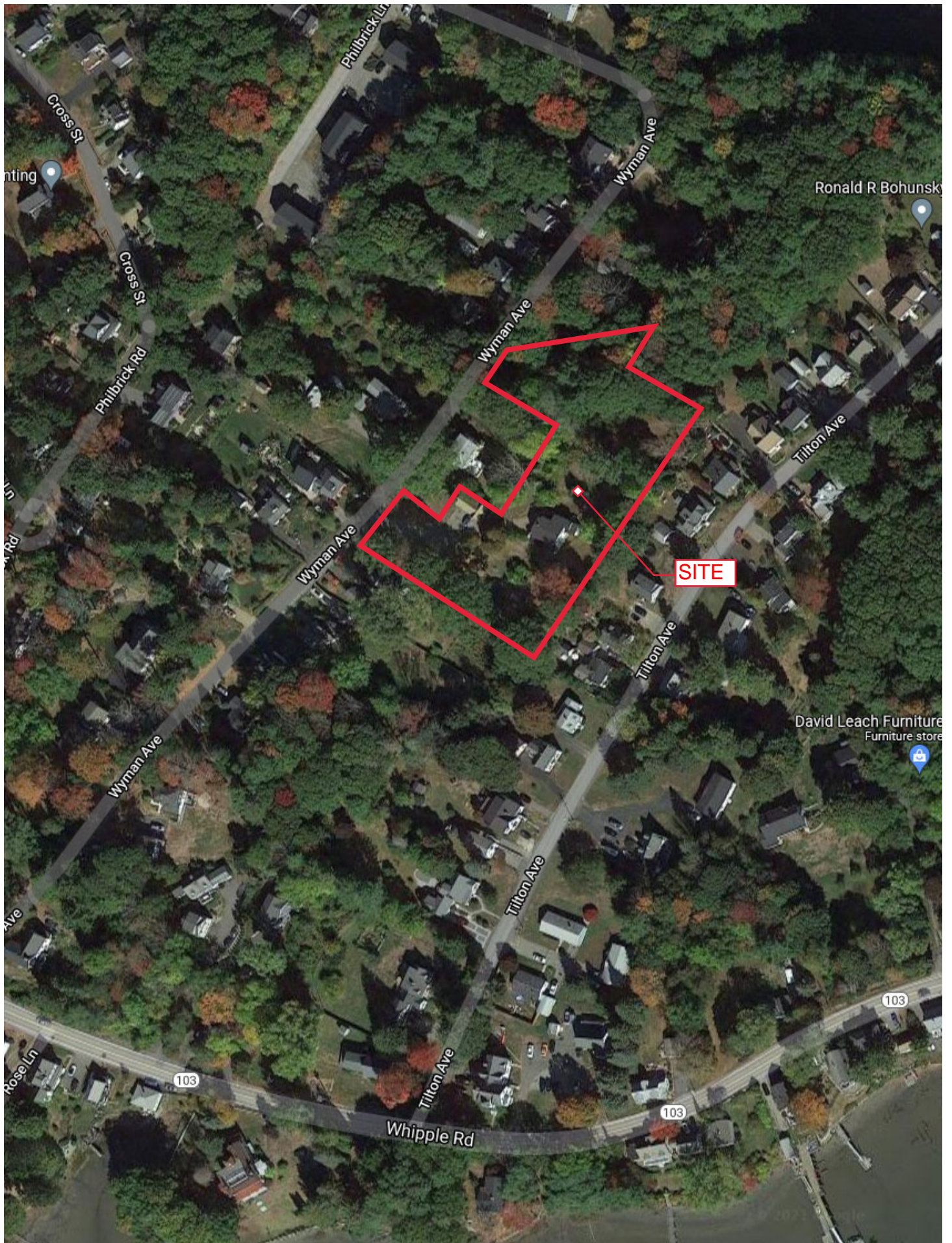
## Section 2

### USGS Map and Aerial Photo











## Section 3

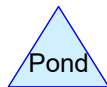
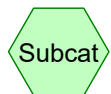
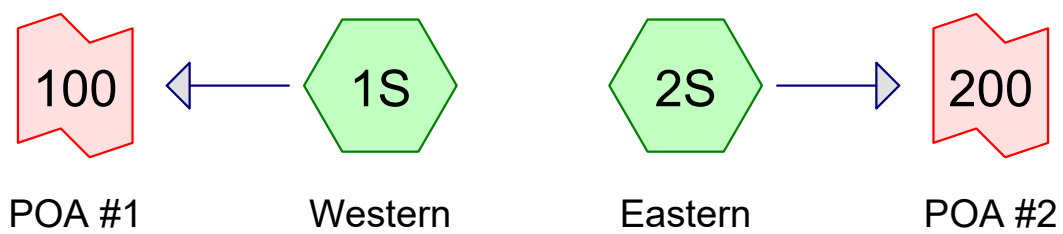
# Drainage Calculations

Pre-Development

2-Year, 24-Hour Summary

10-Year, 24-Hour Complete

25-Year, 24-Hour Summary



**5235-Pre-DS***Type III 24-hr 2-yr Rainfall=3.21"*

Prepared by Altus Engineering, Inc.

Printed 12/14/2022

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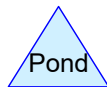
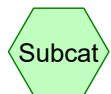
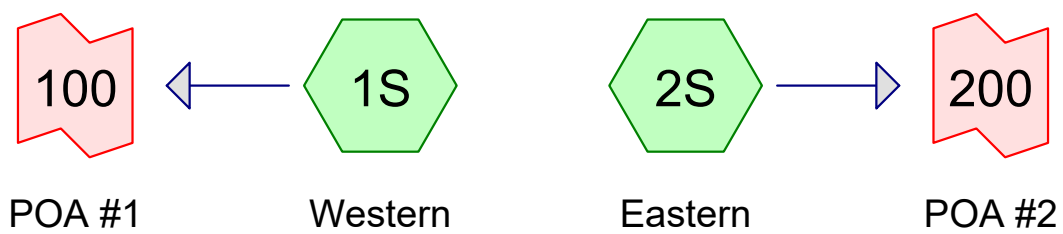
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Time span=0.00-24.00 hrs, dt=0.05 hrs, 481 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment1S: Western**Runoff Area=19,290 sf 8.52% Impervious Runoff Depth>1.54"  
Flow Length=115' Tc=6.0 min CN=82 Runoff=0.78 cfs 0.057 af**Subcatchment2S: Eastern**Runoff Area=63,549 sf 12.10% Impervious Runoff Depth>1.47"  
Flow Length=340' Tc=8.1 min CN=81 Runoff=2.30 cfs 0.179 af**Link 100: POA #1**Inflow=0.78 cfs 0.057 af  
Primary=0.78 cfs 0.057 af**Link 200: POA #2**Inflow=2.30 cfs 0.179 af  
Primary=2.30 cfs 0.179 af**Total Runoff Area = 1.902 ac Runoff Volume = 0.236 af Average Runoff Depth = 1.49"**  
**88.73% Pervious = 1.687 ac 11.27% Impervious = 0.214 ac**



**5235-Pre-DS**

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**Area Listing (all nodes)**

Area (acres)	CN	Description (subcatchment-numbers)
1.022	80	>75% Grass cover, Good, HSG D (1S, 2S)
0.214	98	Paved parking, HSG D (1S, 2S)
0.666	77	Woods, Good, HSG D (2S)
<b>1.902</b>	<b>81</b>	<b>TOTAL AREA</b>

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**Soil Listing (all nodes)**

Area (acres)	Soil Group	Subcatchment Numbers
0.000	HSG A	
0.000	HSG B	
0.000	HSG C	
1.902	HSG D	1S, 2S
0.000	Other	
<b>1.902</b>		<b>TOTAL AREA</b>



**5235-Pre-DS**

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*Type III 24-hr 10-yr Rainfall=4.87"*

Printed 12/14/2022

Time span=0.00-24.00 hrs, dt=0.05 hrs, 481 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment1S: Western**Runoff Area=19,290 sf 8.52% Impervious Runoff Depth>2.96"  
Flow Length=115' Tc=6.0 min CN=82 Runoff=1.50 cfs 0.109 af**Subcatchment2S: Eastern**Runoff Area=63,549 sf 12.10% Impervious Runoff Depth>2.87"  
Flow Length=340' Tc=8.1 min CN=81 Runoff=4.51 cfs 0.349 af**Link 100: POA #1**Inflow=1.50 cfs 0.109 af  
Primary=1.50 cfs 0.109 af**Link 200: POA #2**Inflow=4.51 cfs 0.349 af  
Primary=4.51 cfs 0.349 af**Total Runoff Area = 1.902 ac Runoff Volume = 0.458 af Average Runoff Depth = 2.89"**  
**88.73% Pervious = 1.687 ac 11.27% Impervious = 0.214 ac**

**5235-Pre-DS**

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Type III 24-hr 10-yr Rainfall=4.87"

Printed 12/14/2022

**Summary for Subcatchment 1S: Western**

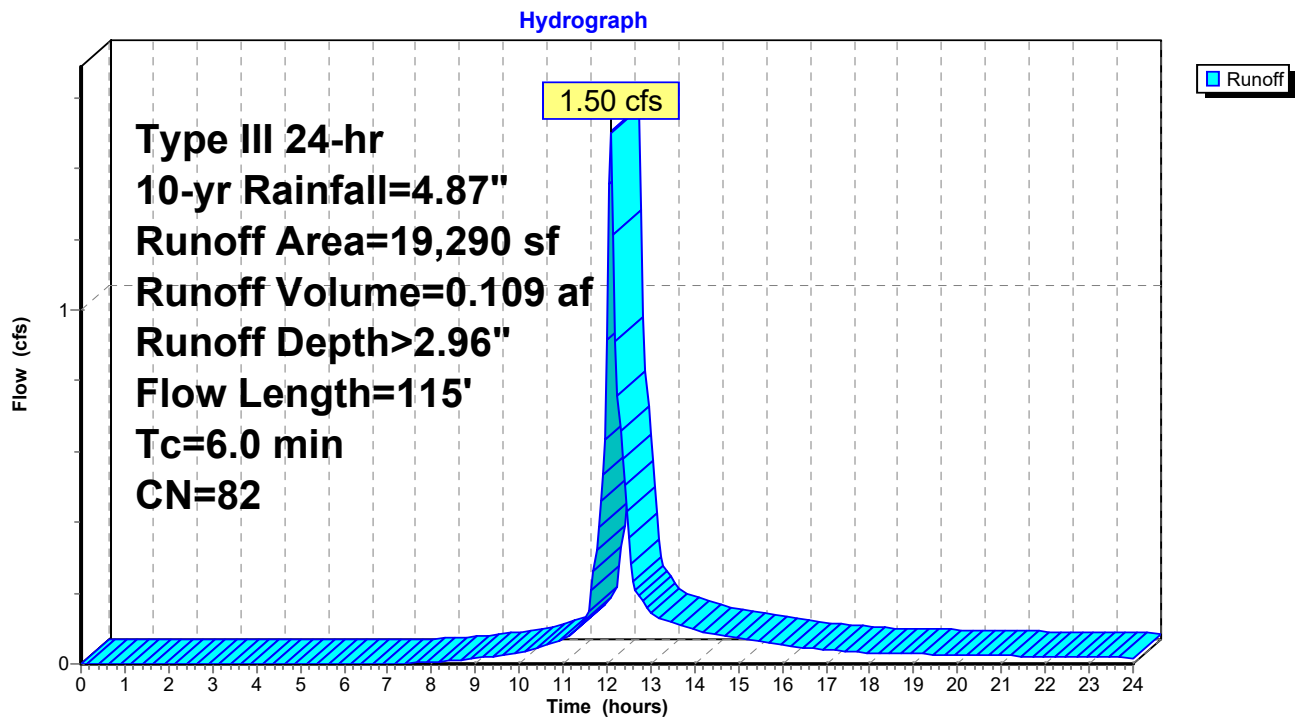
Runoff = 1.50 cfs @ 12.09 hrs, Volume= 0.109 af, Depth&gt; 2.96"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
Type III 24-hr 10-yr Rainfall=4.87"

Area (sf)	CN	Description
1,644	98	Paved parking, HSG D
17,646	80	>75% Grass cover, Good, HSG D
19,290	82	Weighted Average
17,646		91.48% Pervious Area
1,644		8.52% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.9	50	0.0500	0.21		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 3.21"
0.3	65	0.0600	3.67		<b>Shallow Concentrated Flow,</b> Grassed Waterway Kv= 15.0 fps
4.2	115	Total, Increased to minimum Tc = 6.0 min			

**Subcatchment 1S: Western**

**5235-Pre-DS**

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Type III 24-hr 10-yr Rainfall=4.87"

Printed 12/14/2022

**Summary for Subcatchment 2S: Eastern**

Runoff = 4.51 cfs @ 12.12 hrs, Volume= 0.349 af, Depth&gt; 2.87"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs  
Type III 24-hr 10-yr Rainfall=4.87"

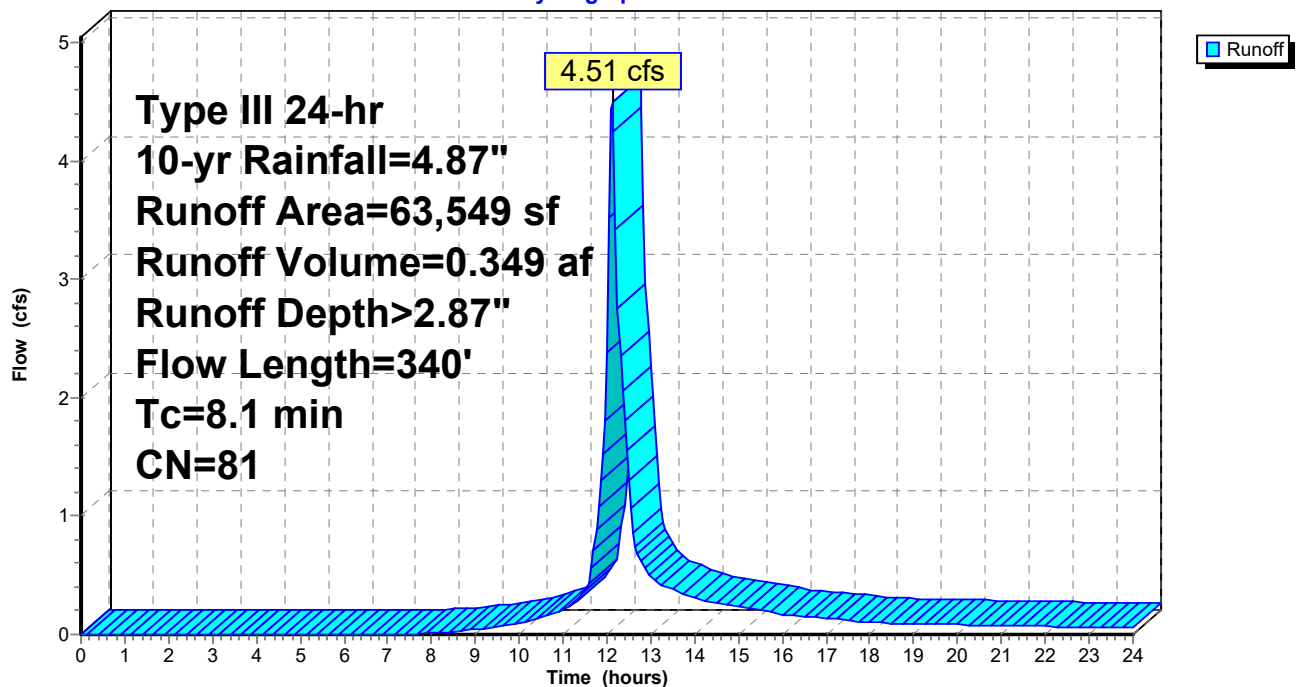
Area (sf)	CN	Description
7,688	98	Paved parking, HSG D
26,861	80	>75% Grass cover, Good, HSG D
29,000	77	Woods, Good, HSG D
63,549	81	Weighted Average
55,861		87.90% Pervious Area
7,688		12.10% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
4.8	50	0.0300	0.17		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 3.21"
0.5	90	0.0450	3.18		<b>Shallow Concentrated Flow,</b> Grassed Waterway Kv= 15.0 fps
2.8	200	0.0550	1.17		<b>Shallow Concentrated Flow,</b> Woodland Kv= 5.0 fps
8.1	340	Total			

**Subcatchment 2S: Eastern**

Hydrograph



## 5235-Pre-DS

Prepared by Altus Engineering, Inc.

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Type III 24-hr 10-yr Rainfall=4.87"

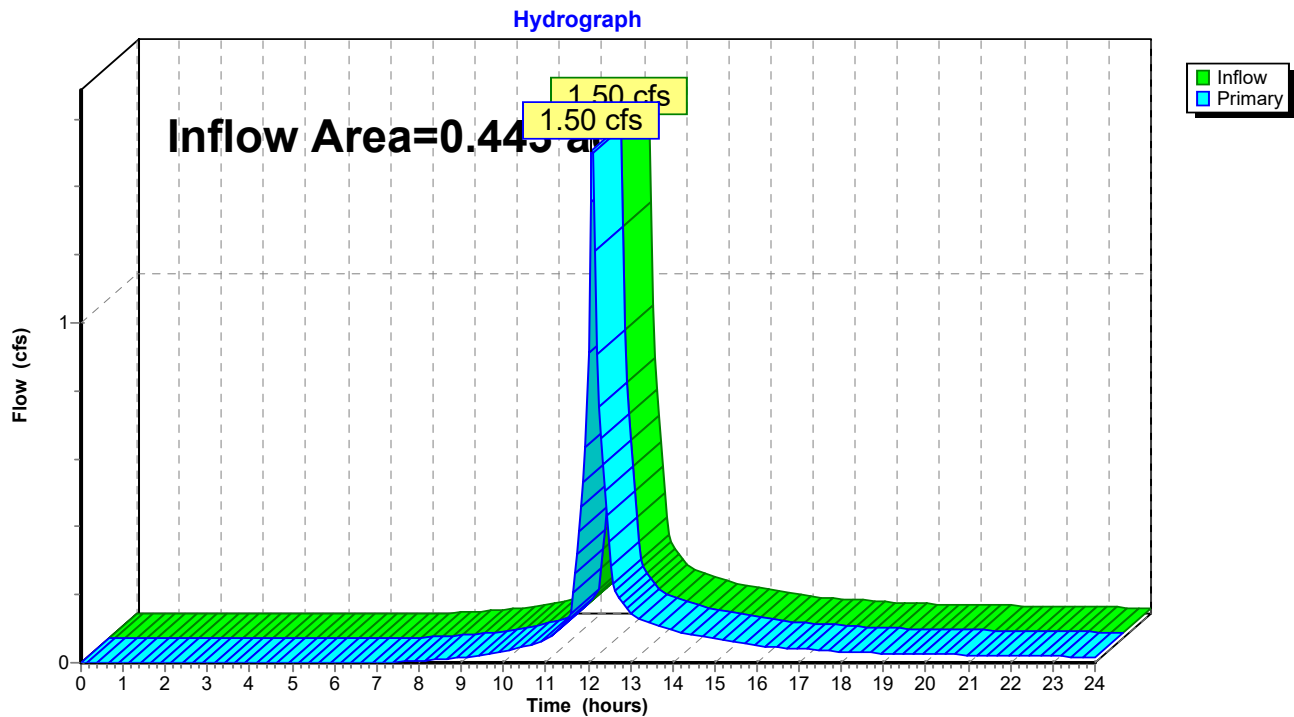
Printed 12/14/2022

### Summary for Link 100: POA #1

Inflow Area = 0.443 ac, 8.52% Impervious, Inflow Depth > 2.96" for 10-yr event  
Inflow = 1.50 cfs @ 12.09 hrs, Volume= 0.109 af  
Primary = 1.50 cfs @ 12.09 hrs, Volume= 0.109 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs

### Link 100: POA #1



## 5235-Pre-DS

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Type III 24-hr 10-yr Rainfall=4.87"

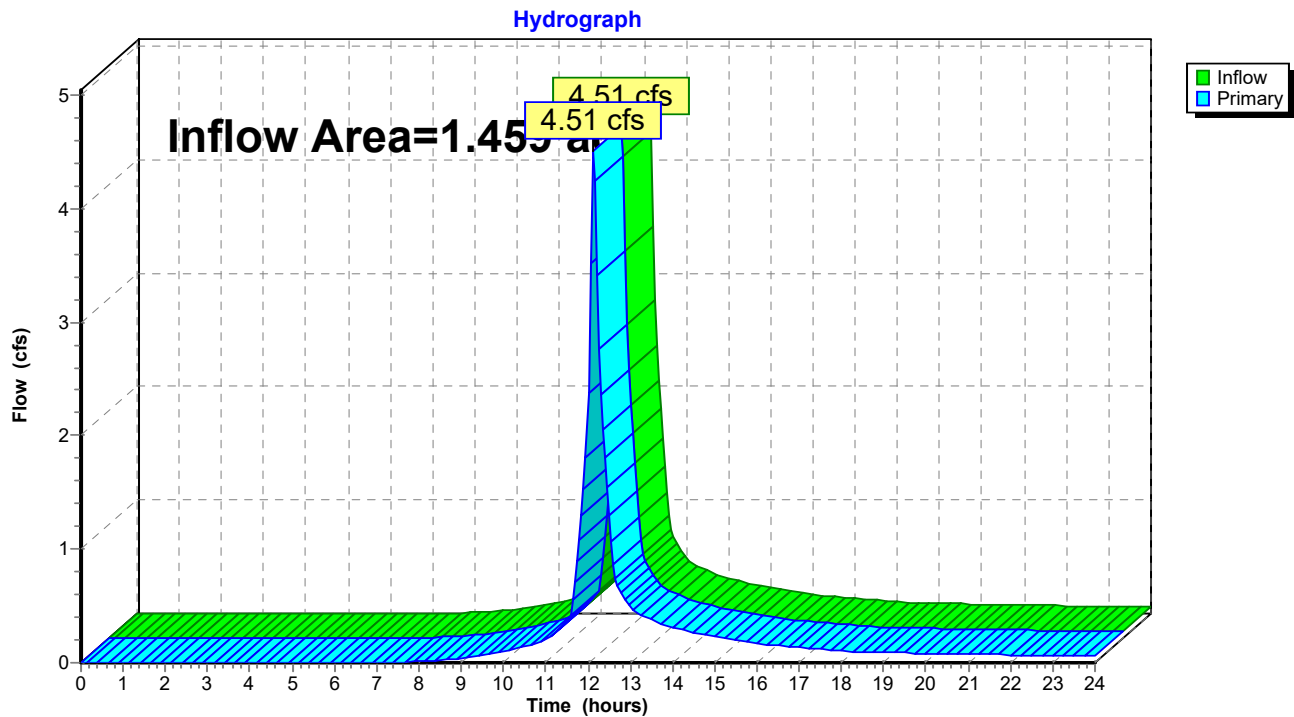
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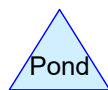
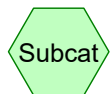
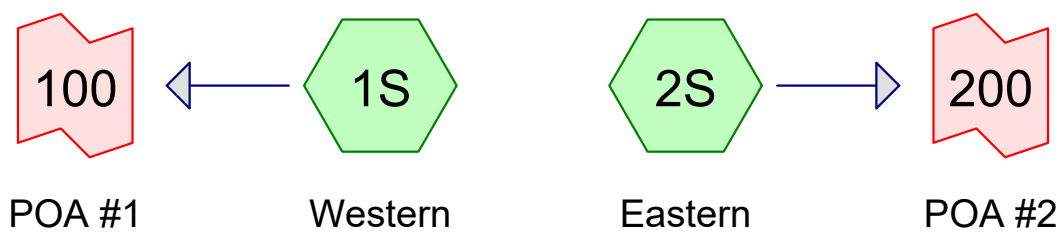
### Summary for Link 200: POA #2

Inflow Area = 1.459 ac, 12.10% Impervious, Inflow Depth > 2.87" for 10-yr event  
Inflow = 4.51 cfs @ 12.12 hrs, Volume= 0.349 af  
Primary = 4.51 cfs @ 12.12 hrs, Volume= 0.349 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-24.00 hrs, dt= 0.05 hrs

### Link 200: POA #2







**5235-Pre-DS**

Prepared by Altus Engineering, Inc.

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*Type III 24-hr 25-yr Rainfall=6.17"*

Printed 12/14/2022

Time span=0.00-24.00 hrs, dt=0.05 hrs, 481 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

**Subcatchment1S: Western**Runoff Area=19,290 sf 8.52% Impervious Runoff Depth>4.14"  
Flow Length=115' Tc=6.0 min CN=82 Runoff=2.08 cfs 0.153 af**Subcatchment2S: Eastern**Runoff Area=63,549 sf 12.10% Impervious Runoff Depth>4.03"  
Flow Length=340' Tc=8.1 min CN=81 Runoff=6.30 cfs 0.490 af**Link 100: POA #1**Inflow=2.08 cfs 0.153 af  
Primary=2.08 cfs 0.153 af**Link 200: POA #2**Inflow=6.30 cfs 0.490 af  
Primary=6.30 cfs 0.490 af**Total Runoff Area = 1.902 ac Runoff Volume = 0.643 af Average Runoff Depth = 4.06"**  
**88.73% Pervious = 1.687 ac 11.27% Impervious = 0.214 ac**

## Section 4

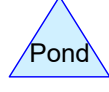
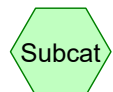
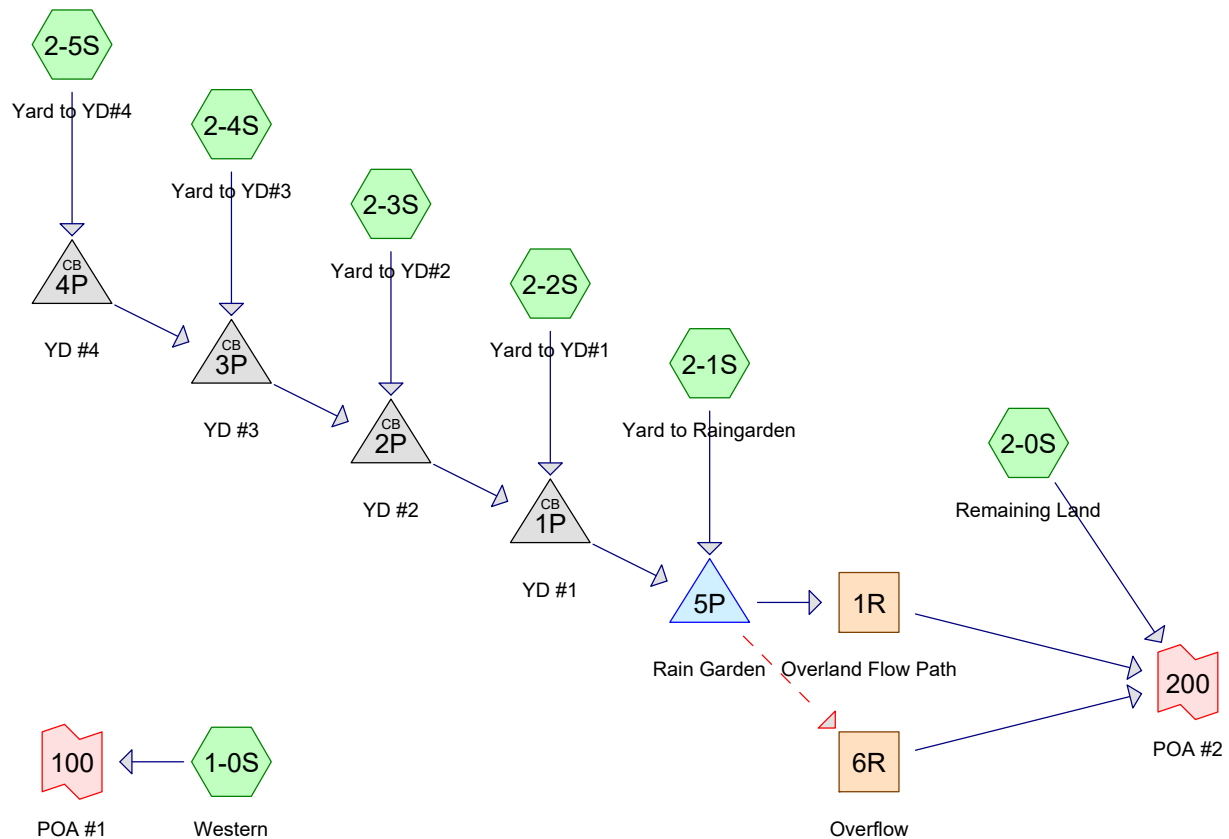
# Drainage Calculations

Post-Development

2-Year, 24-Hour Summary

10-Year, 24-Hour Complete

25-Year, 24-Hour Summary



**5235-Post-DS**

Prepared by Altus Engineering, Inc.

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Type III 24-hr 2-yr Rainfall=3.21"

Printed 12/14/2022

Time span=0.00-24.00 hrs, dt=0.01 hrs, 2401 points  
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

<b>Subcatchment 1-0S: Western</b>	Runoff Area=13,733 sf 10.10% Impervious Runoff Depth>1.54" Flow Length=130' Tc=6.0 min CN=82 Runoff=0.57 cfs 0.041 af
<b>Subcatchment 2-0S: Remaining Land</b>	Runoff Area=40,156 sf 3.80% Impervious Runoff Depth>1.34" Flow Length=180' Tc=9.8 min CN=79 Runoff=1.26 cfs 0.103 af
<b>Subcatchment 2-1S: Yard to Raingarden</b>	Runoff Area=12,575 sf 22.86% Impervious Runoff Depth>1.69" Flow Length=180' Slope=0.0400 '/' Tc=6.0 min CN=84 Runoff=0.57 cfs 0.041 af
<b>Subcatchment 2-2S: Yard to YD#1</b>	Runoff Area=5,903 sf 39.84% Impervious Runoff Depth>1.92" Flow Length=80' Tc=6.0 min CN=87 Runoff=0.31 cfs 0.022 af
<b>Subcatchment 2-3S: Yard to YD#2</b>	Runoff Area=6,167 sf 28.36% Impervious Runoff Depth>1.76" Flow Length=50' Tc=6.0 min CN=85 Runoff=0.29 cfs 0.021 af
<b>Subcatchment 2-4S: Yard to YD#3</b>	Runoff Area=822 sf 38.44% Impervious Runoff Depth>1.92" Flow Length=50' Slope=0.0200 '/' Tc=6.0 min CN=87 Runoff=0.04 cfs 0.003 af
<b>Subcatchment 2-5S: Yard to YD#4</b>	Runoff Area=3,483 sf 73.90% Impervious Runoff Depth>2.45" Flow Length=50' Slope=0.0200 '/' Tc=6.0 min CN=93 Runoff=0.22 cfs 0.016 af
<b>Reach 1R: Overland Flow Path</b>	Avg. Flow Depth=0.20' Max Vel=2.62 fps Inflow=0.91 cfs 0.086 af n=0.035 L=120.0' S=0.0583 '/' Capacity=29.93 cfs Outflow=0.91 cfs 0.086 af
<b>Reach 6R: Overflow</b>	Avg. Flow Depth=0.00' Max Vel=0.00 fps Inflow=0.00 cfs 0.000 af n=0.035 L=175.0' S=0.0571 '/' Capacity=29.62 cfs Outflow=0.00 cfs 0.000 af
<b>Pond 1P: YD #1</b>	Peak Elev=92.30' Inflow=0.86 cfs 0.062 af 8.0" Round Culvert n=0.010 L=48.0' S=0.0146 '/' Outflow=0.86 cfs 0.062 af
<b>Pond 2P: YD #2</b>	Peak Elev=92.82' Inflow=0.56 cfs 0.040 af 8.0" Round Culvert n=0.010 L=95.0' S=0.0053 '/' Outflow=0.56 cfs 0.040 af
<b>Pond 3P: YD #3</b>	Peak Elev=93.06' Inflow=0.27 cfs 0.019 af 8.0" Round Culvert n=0.010 L=60.0' S=0.0050 '/' Outflow=0.27 cfs 0.019 af
<b>Pond 4P: YD #4</b>	Peak Elev=93.34' Inflow=0.22 cfs 0.016 af 8.0" Round Culvert n=0.010 L=40.0' S=0.0050 '/' Outflow=0.22 cfs 0.016 af
<b>Pond 5P: Rain Garden</b>	Peak Elev=90.36' Storage=1,391 cf Inflow=1.44 cfs 0.103 af Primary=0.91 cfs 0.086 af Secondary=0.00 cfs 0.000 af Outflow=0.91 cfs 0.086 af
<b>Link 100: POA #1</b>	Inflow=0.57 cfs 0.041 af Primary=0.57 cfs 0.041 af
<b>Link 200: POA #2</b>	Inflow=2.11 cfs 0.189 af Primary=2.11 cfs 0.189 af

**5235-Post-DS***Type III 24-hr 2-yr Rainfall=3.21"*

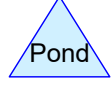
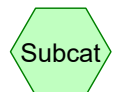
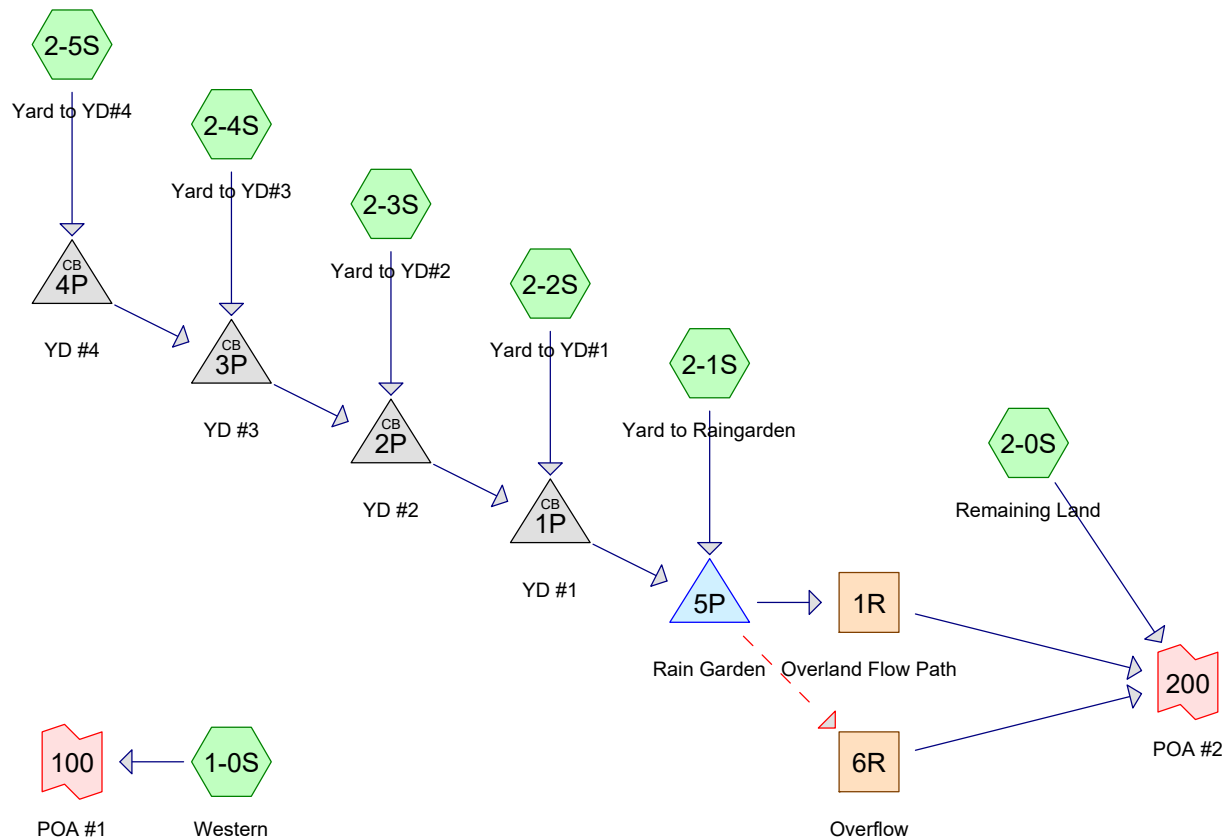
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**Total Runoff Area = 1.902 ac   Runoff Volume = 0.246 af   Average Runoff Depth = 1.55"**  
**84.58% Pervious = 1.608 ac   15.42% Impervious = 0.293 ac**



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**Area Listing (all nodes)**

Area (acres)	CN	Description (subcatchment-numbers)
0.943	80	>75% Grass cover, Good, HSG D (1-0S, 2-0S, 2-1S, 2-2S, 2-3S, 2-4S, 2-5S)
0.293	98	Paved parking, HSG D (1-0S, 2-0S, 2-1S, 2-2S, 2-3S, 2-4S, 2-5S)
0.666	77	Woods, Good, HSG D (2-0S)
<b>1.902</b>	<b>82</b>	<b>TOTAL AREA</b>



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**Soil Listing (all nodes)**

Area (acres)	Soil Group	Subcatchment Numbers
0.000	HSG A	
0.000	HSG B	
0.000	HSG C	
1.902	HSG D	1-0S, 2-0S, 2-1S, 2-2S, 2-3S, 2-4S, 2-5S
0.000	Other	
<b>1.902</b>		<b>TOTAL AREA</b>

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Type III 24-hr 10-yr Rainfall=4.87"

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Time span=0.00-24.00 hrs, dt=0.01 hrs, 2401 points  
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

<b>Subcatchment 1-0S: Western</b>	Runoff Area=13,733 sf 10.10% Impervious Runoff Depth>2.96" Flow Length=130' Tc=6.0 min CN=82 Runoff=1.09 cfs 0.078 af
<b>Subcatchment 2-0S: Remaining Land</b>	Runoff Area=40,156 sf 3.80% Impervious Runoff Depth>2.68" Flow Length=180' Tc=9.8 min CN=79 Runoff=2.56 cfs 0.206 af
<b>Subcatchment 2-1S: Yard to Raingarden</b>	Runoff Area=12,575 sf 22.86% Impervious Runoff Depth>3.15" Flow Length=180' Slope=0.0400 '/' Tc=6.0 min CN=84 Runoff=1.06 cfs 0.076 af
<b>Subcatchment 2-2S: Yard to YD#1</b>	Runoff Area=5,903 sf 39.84% Impervious Runoff Depth>3.44" Flow Length=80' Tc=6.0 min CN=87 Runoff=0.54 cfs 0.039 af
<b>Subcatchment 2-3S: Yard to YD#2</b>	Runoff Area=6,167 sf 28.36% Impervious Runoff Depth>3.24" Flow Length=50' Tc=6.0 min CN=85 Runoff=0.53 cfs 0.038 af
<b>Subcatchment 2-4S: Yard to YD#3</b>	Runoff Area=822 sf 38.44% Impervious Runoff Depth>3.44" Flow Length=50' Slope=0.0200 '/' Tc=6.0 min CN=87 Runoff=0.07 cfs 0.005 af
<b>Subcatchment 2-5S: Yard to YD#4</b>	Runoff Area=3,483 sf 73.90% Impervious Runoff Depth>4.07" Flow Length=50' Slope=0.0200 '/' Tc=6.0 min CN=93 Runoff=0.36 cfs 0.027 af
<b>Reach 1R: Overland Flow Path</b>	Avg. Flow Depth=0.24' Max Vel=2.98 fps Inflow=1.39 cfs 0.165 af n=0.035 L=120.0' S=0.0583 '/' Capacity=29.93 cfs Outflow=1.39 cfs 0.165 af
<b>Reach 6R: Overflow</b>	Avg. Flow Depth=0.00' Max Vel=0.00 fps Inflow=0.00 cfs 0.000 af n=0.035 L=175.0' S=0.0571 '/' Capacity=29.62 cfs Outflow=0.00 cfs 0.000 af
<b>Pond 1P: YD #1</b>	Peak Elev=92.84' Inflow=1.51 cfs 0.110 af 8.0" Round Culvert n=0.010 L=48.0' S=0.0146 '/' Outflow=1.51 cfs 0.110 af
<b>Pond 2P: YD #2</b>	Peak Elev=93.04' Inflow=0.97 cfs 0.071 af 8.0" Round Culvert n=0.010 L=95.0' S=0.0053 '/' Outflow=0.97 cfs 0.071 af
<b>Pond 3P: YD #3</b>	Peak Elev=93.17' Inflow=0.43 cfs 0.033 af 8.0" Round Culvert n=0.010 L=60.0' S=0.0050 '/' Outflow=0.43 cfs 0.033 af
<b>Pond 4P: YD #4</b>	Peak Elev=93.43' Inflow=0.36 cfs 0.027 af 8.0" Round Culvert n=0.010 L=40.0' S=0.0050 '/' Outflow=0.36 cfs 0.027 af
<b>Pond 5P: Rain Garden</b>	Peak Elev=90.71' Storage=2,051 cf Inflow=2.57 cfs 0.185 af Primary=1.39 cfs 0.165 af Secondary=0.00 cfs 0.000 af Outflow=1.39 cfs 0.165 af
<b>Link 100: POA #1</b>	Inflow=1.09 cfs 0.078 af Primary=1.09 cfs 0.078 af
<b>Link 200: POA #2</b>	Inflow=3.86 cfs 0.371 af Primary=3.86 cfs 0.371 af

**5235-Post-DS***Type III 24-hr 10-yr Rainfall=4.87"*

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**Total Runoff Area = 1.902 ac   Runoff Volume = 0.469 af   Average Runoff Depth = 2.96"**  
**84.58% Pervious = 1.608 ac   15.42% Impervious = 0.293 ac**

**5235-Post-DS**

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Type III 24-hr 10-yr Rainfall=4.87"

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**Summary for Subcatchment 1-0S: Western**

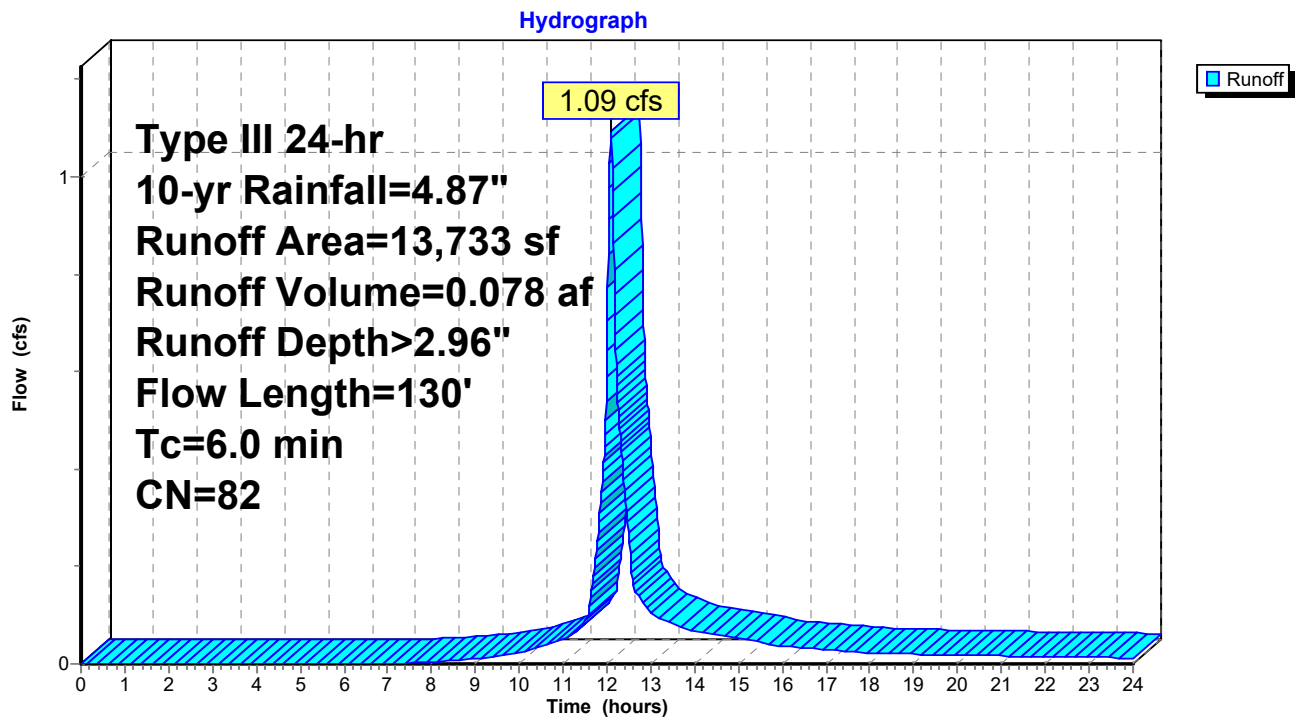
Runoff = 1.09 cfs @ 12.09 hrs, Volume= 0.078 af, Depth&gt; 2.96"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs  
Type III 24-hr 10-yr Rainfall=4.87"

Area (sf)	CN	Description
1,387	98	Paved parking, HSG D
12,346	80	>75% Grass cover, Good, HSG D
13,733	82	Weighted Average
12,346		89.90% Pervious Area
1,387		10.10% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.9	50	0.0500	0.21		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 3.21"
0.4	80	0.0600	3.67		<b>Shallow Concentrated Flow,</b> Grassed Waterway Kv= 15.0 fps
4.3	130	Total, Increased to minimum Tc = 6.0 min			

**Subcatchment 1-0S: Western**

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Type III 24-hr 10-yr Rainfall=4.87"

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**Summary for Subcatchment 2-0S: Remaining Land**

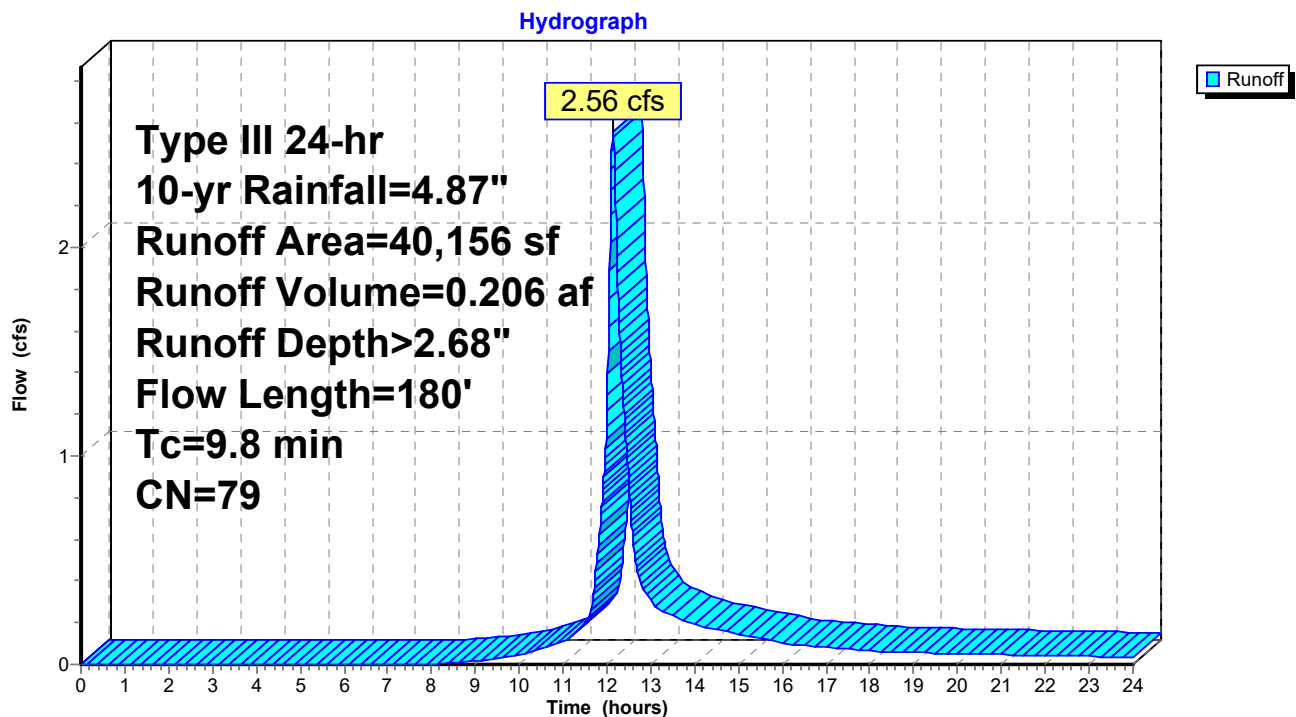
Runoff = 2.56 cfs @ 12.14 hrs, Volume= 0.206 af, Depth&gt; 2.68"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs  
Type III 24-hr 10-yr Rainfall=4.87"

Area (sf)	CN	Description
1,524	98	Paved parking, HSG D
9,632	80	>75% Grass cover, Good, HSG D
29,000	77	Woods, Good, HSG D
40,156	79	Weighted Average
38,632		96.20% Pervious Area
1,524		3.80% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
8.2	60	0.0800	0.12		<b>Sheet Flow,</b> Woods: Light underbrush n= 0.400 P2= 3.21"
1.6	120	0.0630	1.25		<b>Shallow Concentrated Flow,</b> Woodland Kv= 5.0 fps
9.8	180	Total			

**Subcatchment 2-0S: Remaining Land**

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Type III 24-hr 10-yr Rainfall=4.87"

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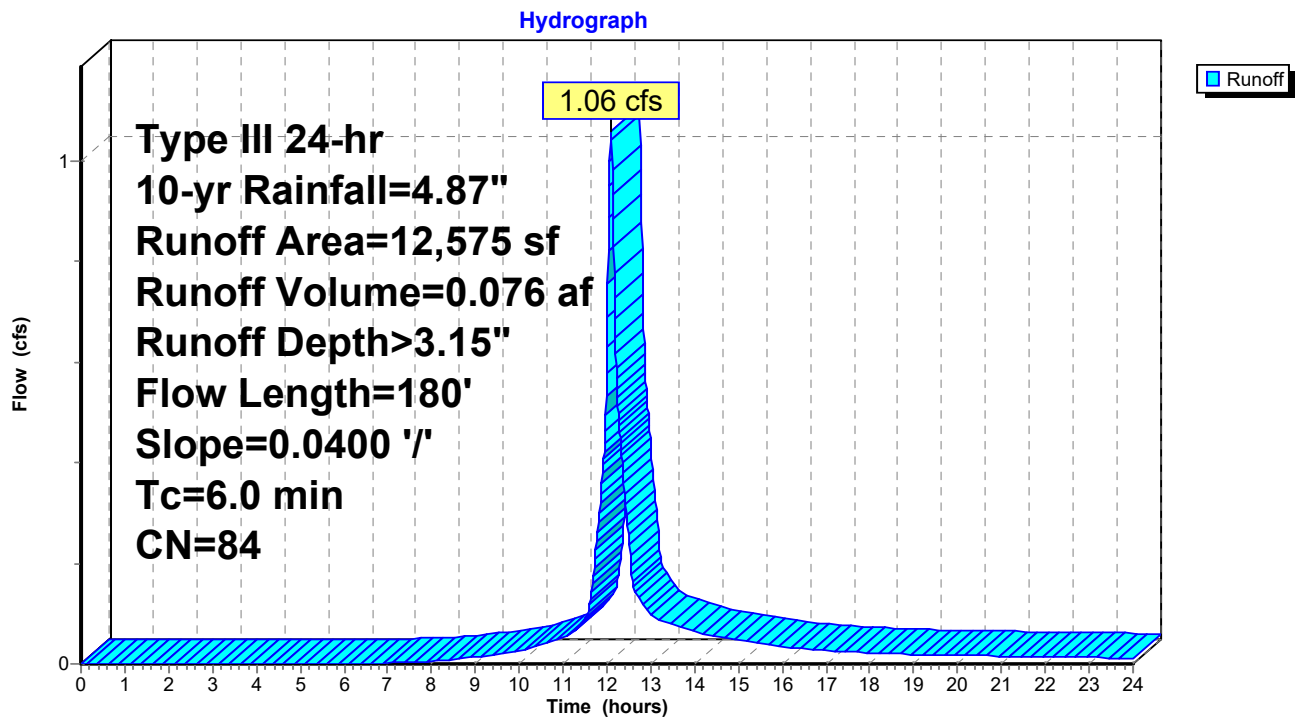
**Summary for Subcatchment 2-1S: Yard to Raingarden**

Runoff = 1.06 cfs @ 12.09 hrs, Volume= 0.076 af, Depth&gt; 3.15"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs  
Type III 24-hr 10-yr Rainfall=4.87"

Area (sf)	CN	Description
2,875	98	Paved parking, HSG D
9,700	80	>75% Grass cover, Good, HSG D
12,575	84	Weighted Average
9,700		77.14% Pervious Area
2,875		22.86% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.3	60	0.0400	3.00		<b>Shallow Concentrated Flow,</b> Grassed Waterway Kv= 15.0 fps
0.7	120	0.0400	3.00		<b>Shallow Concentrated Flow,</b> Grassed Waterway Kv= 15.0 fps
1.0	180	Total, Increased to minimum Tc = 6.0 min			

**Subcatchment 2-1S: Yard to Raingarden**

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Type III 24-hr 10-yr Rainfall=4.87"

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**Summary for Subcatchment 2-2S: Yard to YD#1**

Runoff = 0.54 cfs @ 12.09 hrs, Volume= 0.039 af, Depth&gt; 3.44"

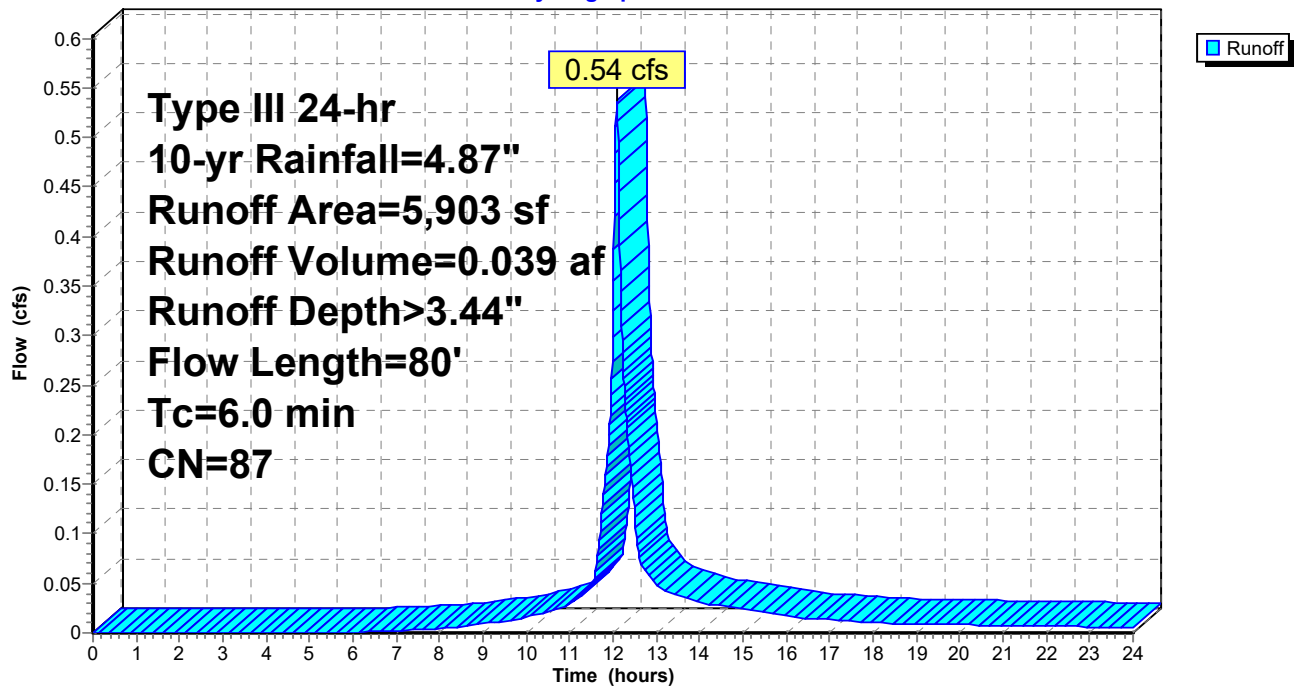
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs  
Type III 24-hr 10-yr Rainfall=4.87"

Area (sf)	CN	Description
2,352	98	Paved parking, HSG D
3,551	80	>75% Grass cover, Good, HSG D
5,903	87	Weighted Average
3,551		60.16% Pervious Area
2,352		39.84% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.6	30	0.1600	0.31		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 3.21"
0.8	50	0.0050	1.06		<b>Shallow Concentrated Flow,</b> Grassed Waterway Kv= 15.0 fps
2.4	80	Total, Increased to minimum Tc = 6.0 min			

**Subcatchment 2-2S: Yard to YD#1**

Hydrograph



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Type III 24-hr 10-yr Rainfall=4.87"

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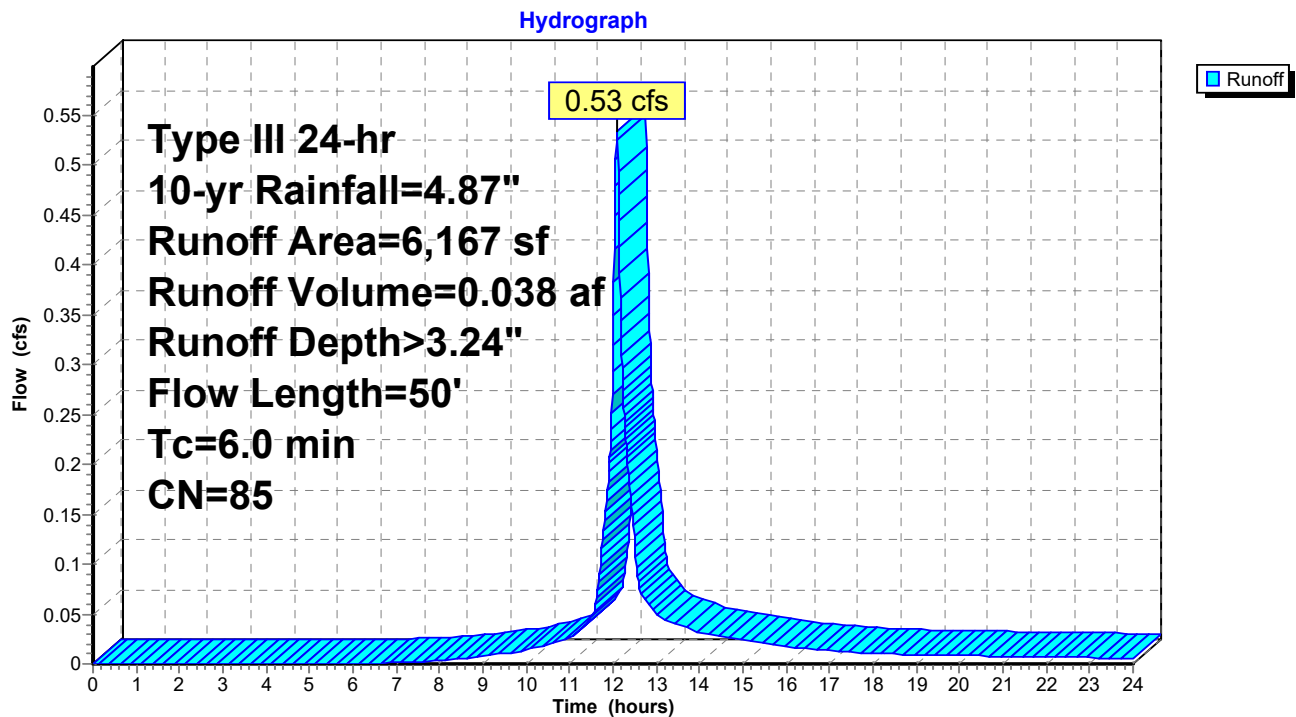
**Summary for Subcatchment 2-3S: Yard to YD#2**

Runoff = 0.53 cfs @ 12.09 hrs, Volume= 0.038 af, Depth&gt; 3.24"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs  
Type III 24-hr 10-yr Rainfall=4.87"

Area (sf)	CN	Description
1,749	98	Paved parking, HSG D
4,418	80	>75% Grass cover, Good, HSG D
6,167	85	Weighted Average
4,418		71.64% Pervious Area
1,749		28.36% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.4	25	0.1500	0.29		<b>Sheet Flow,</b> Grass: Short n= 0.150 P2= 3.21"
0.4	25	0.0050	1.06		<b>Shallow Concentrated Flow,</b> Grassed Waterway Kv= 15.0 fps
1.8	50	Total, Increased to minimum Tc = 6.0 min			

**Subcatchment 2-3S: Yard to YD#2**



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Type III 24-hr 10-yr Rainfall=4.87"

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**Summary for Subcatchment 2-4S: Yard to YD#3**

Runoff = 0.07 cfs @ 12.09 hrs, Volume= 0.005 af, Depth&gt; 3.44"

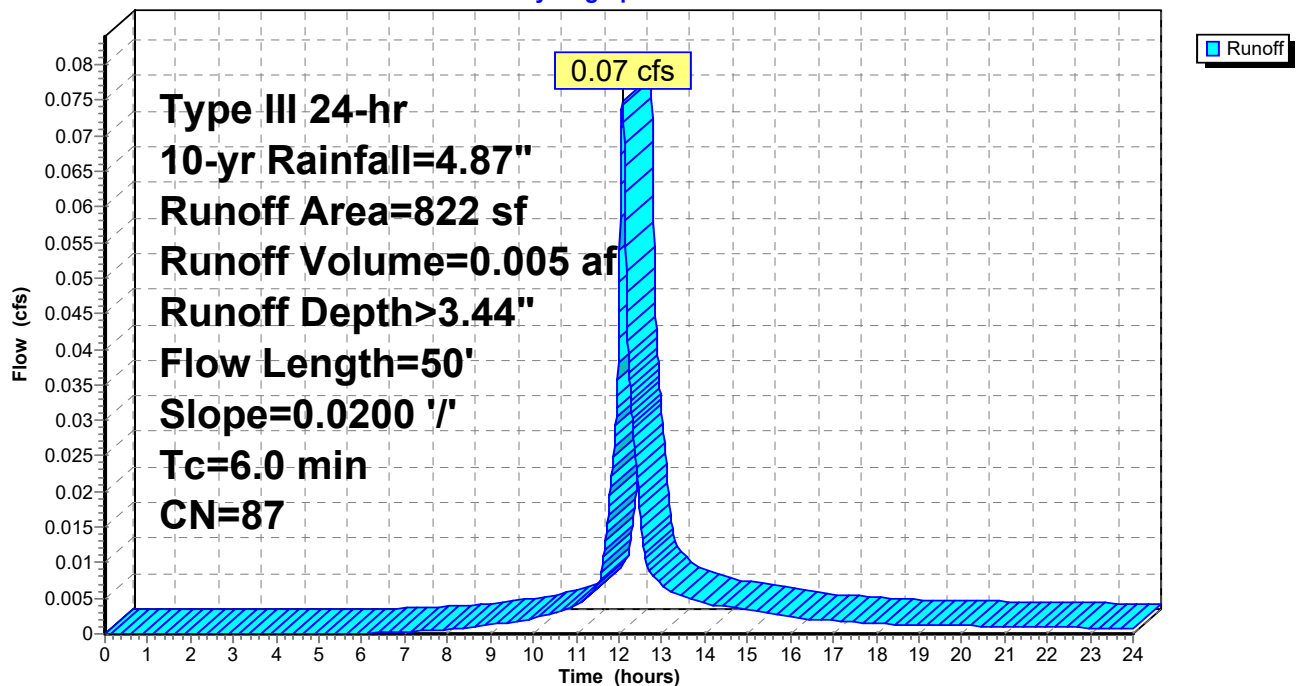
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs  
Type III 24-hr 10-yr Rainfall=4.87"

Area (sf)	CN	Description
316	98	Paved parking, HSG D
506	80	>75% Grass cover, Good, HSG D
822	87	Weighted Average
506		61.56% Pervious Area
316		38.44% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.20		<b>Sheet Flow,</b> Smooth surfaces n= 0.011 P2= 3.21"
0.7	50	Total, Increased to minimum Tc = 6.0 min			

**Subcatchment 2-4S: Yard to YD#3**

Hydrograph



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Type III 24-hr 10-yr Rainfall=4.87"

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**Summary for Subcatchment 2-5S: Yard to YD#4**

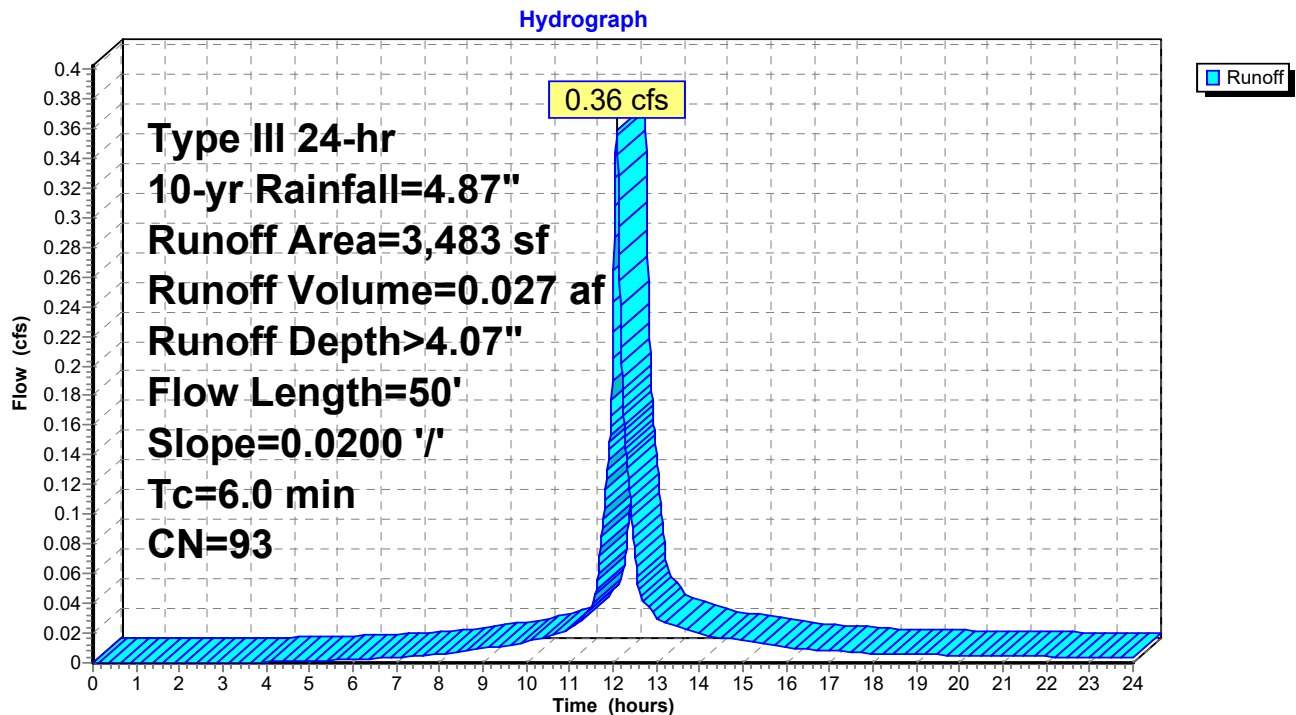
Runoff = 0.36 cfs @ 12.08 hrs, Volume= 0.027 af, Depth&gt; 4.07"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs  
Type III 24-hr 10-yr Rainfall=4.87"

Area (sf)	CN	Description
2,574	98	Paved parking, HSG D
909	80	>75% Grass cover, Good, HSG D
3,483	93	Weighted Average
909		26.10% Pervious Area
2,574		73.90% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.20		<b>Sheet Flow,</b> Smooth surfaces n= 0.011 P2= 3.21"
0.7	50	Total, Increased to minimum Tc = 6.0 min			

**Subcatchment 2-5S: Yard to YD#4**

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Type III 24-hr 10-yr Rainfall=4.87"

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### Summary for Reach 1R: Overland Flow Path

Inflow Area = 0.665 ac, 34.08% Impervious, Inflow Depth > 2.98" for 10-yr event  
Inflow = 1.39 cfs @ 12.21 hrs, Volume= 0.165 af  
Outflow = 1.39 cfs @ 12.23 hrs, Volume= 0.165 af, Atten= 0%, Lag= 1.2 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs

Max. Velocity= 2.98 fps, Min. Travel Time= 0.7 min

Avg. Velocity = 1.24 fps, Avg. Travel Time= 1.6 min

Peak Storage= 56 cf @ 12.22 hrs

Average Depth at Peak Storage= 0.24'

Bank-Full Depth= 1.00' Flow Area= 4.0 sf, Capacity= 29.93 cfs

6.00' x 1.00' deep Parabolic Channel, n= 0.035 Earth, dense weeds

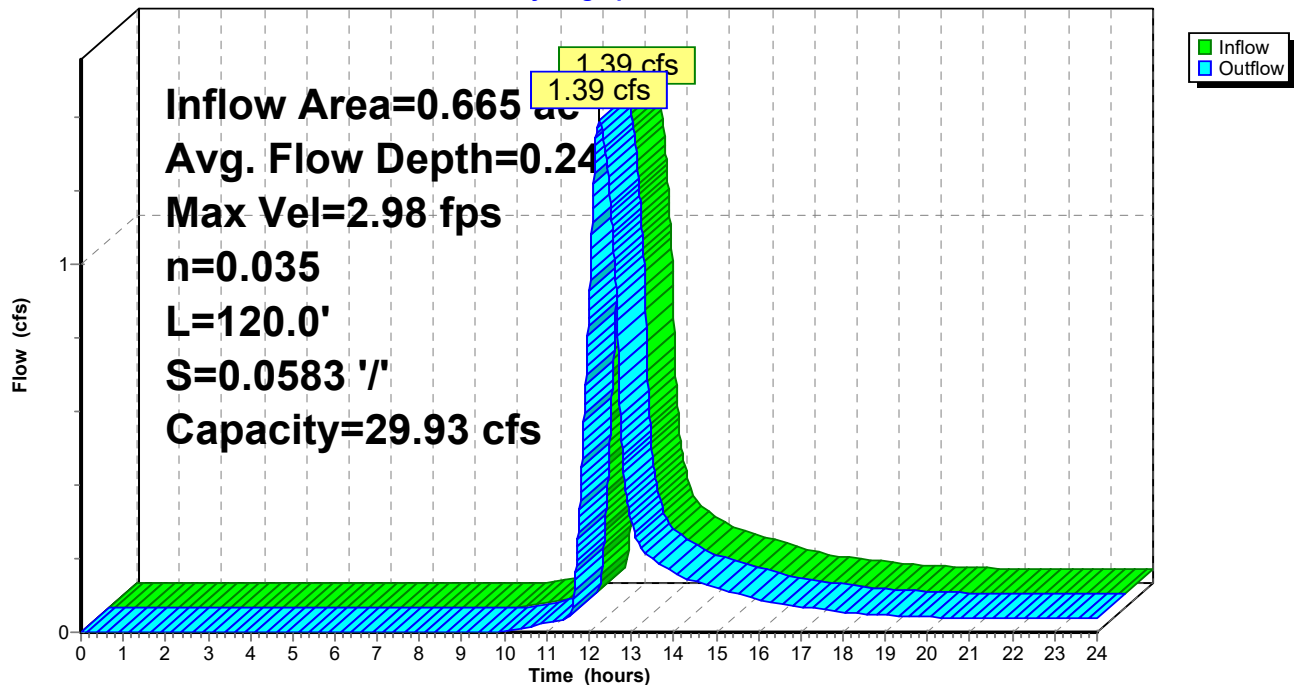
Length= 120.0' Slope= 0.0583 1'

Inlet Invert= 87.00', Outlet Invert= 80.00'



### Reach 1R: Overland Flow Path

Hydrograph



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Type III 24-hr 10-yr Rainfall=4.87"

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### Summary for Reach 6R: Overflow

Inflow = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af  
Outflow = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs

Max. Velocity= 0.00 fps, Min. Travel Time= 0.0 min

Avg. Velocity = 0.00 fps, Avg. Travel Time= 0.0 min

Peak Storage= 0 cf @ 0.00 hrs

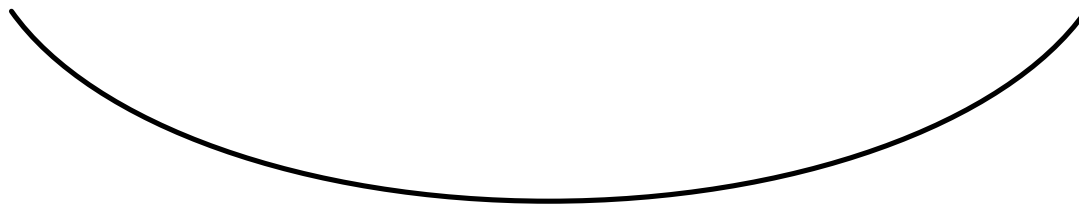
Average Depth at Peak Storage= 0.00'

Bank-Full Depth= 1.00' Flow Area= 4.0 sf, Capacity= 29.62 cfs

6.00' x 1.00' deep Parabolic Channel, n= 0.035 Earth, dense weeds

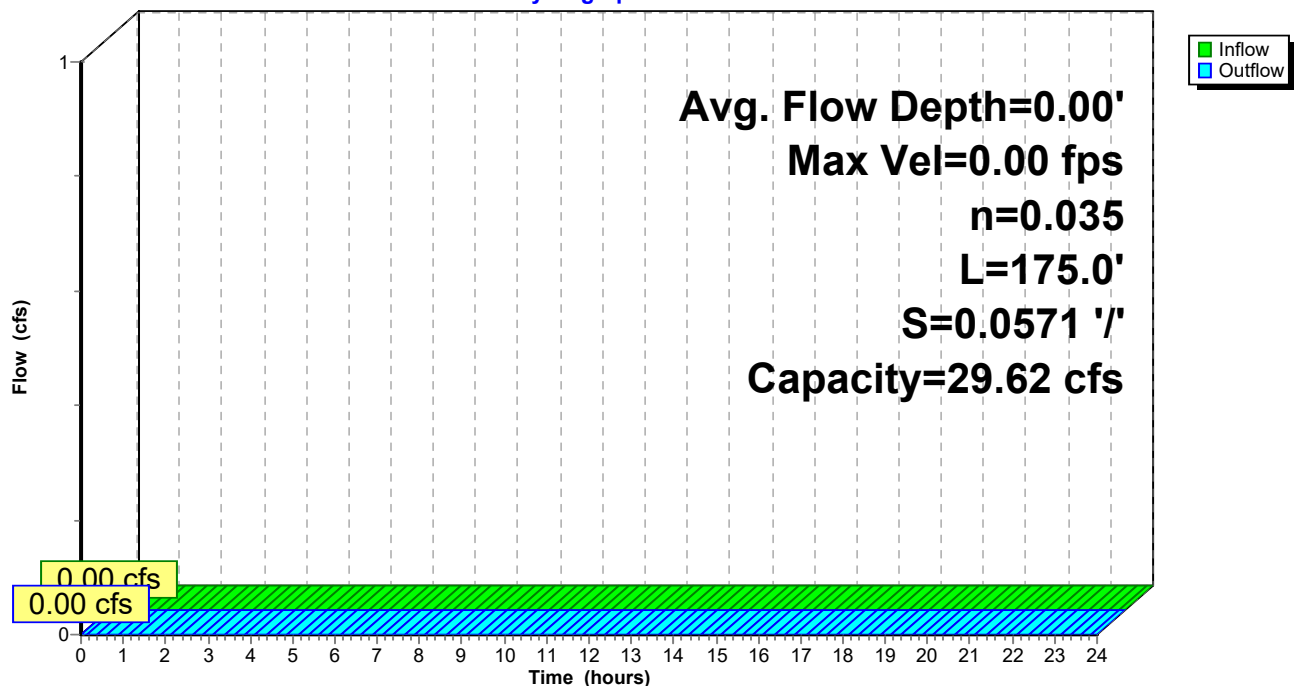
Length= 175.0' Slope= 0.0571 1'

Inlet Invert= 90.00', Outlet Invert= 80.00'



### Reach 6R: Overflow

#### Hydrograph



**5235-Post-DS**

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Type III 24-hr 10-yr Rainfall=4.87"

Printed 12/14/2022

**Summary for Pond 1P: YD #1**

Inflow Area = 0.376 ac, 42.69% Impervious, Inflow Depth > 3.50" for 10-yr event  
Inflow = 1.51 cfs @ 12.09 hrs, Volume= 0.110 af  
Outflow = 1.51 cfs @ 12.09 hrs, Volume= 0.110 af, Atten= 0%, Lag= 0.0 min  
Primary = 1.51 cfs @ 12.09 hrs, Volume= 0.110 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs

Peak Elev= 92.84' @ 12.09 hrs

Flood Elev= 94.70'

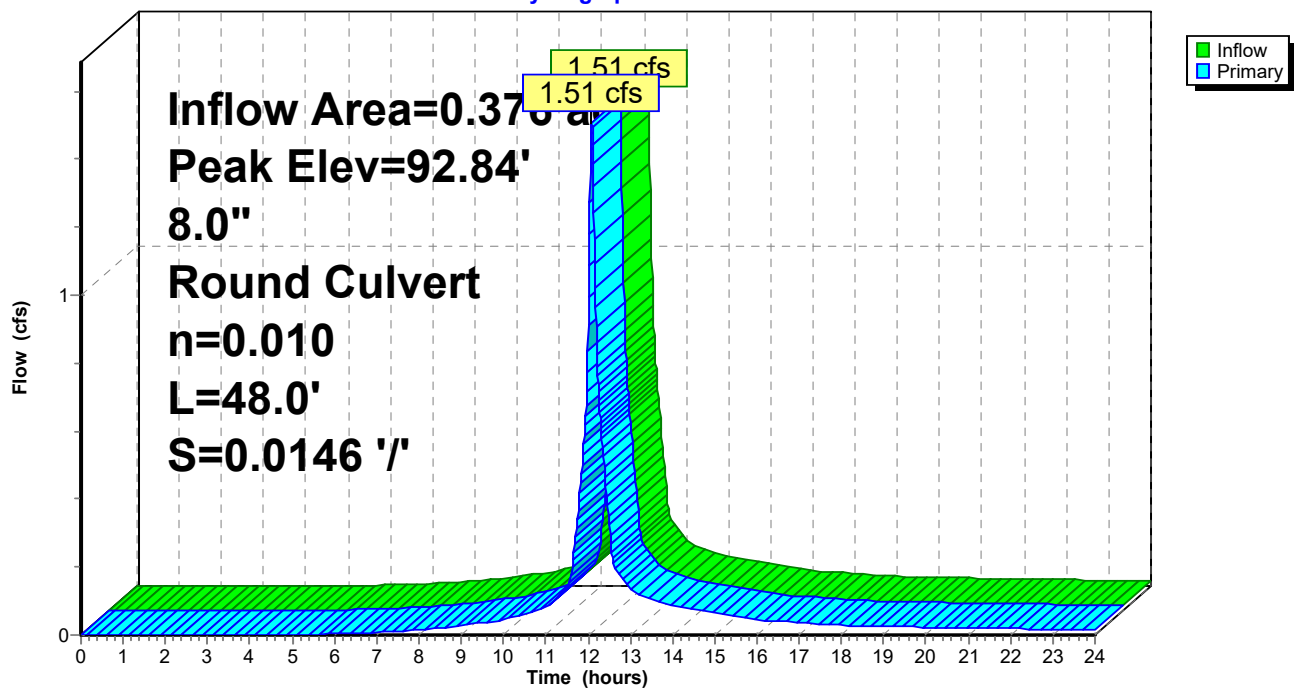
Device	Routing	Invert	Outlet Devices
#1	Primary	91.70'	<b>8.0" Round Culvert</b> L= 48.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 91.70' / 91.00' S= 0.0146 '/' Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 0.35 sf

**Primary OutFlow** Max=1.50 cfs @ 12.09 hrs HW=92.83' (Free Discharge)

1=Culvert (Inlet Controls 1.50 cfs @ 4.31 fps)

**Pond 1P: YD #1**

Hydrograph



**5235-Post-DS**

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Type III 24-hr 10-yr Rainfall=4.87"

Printed 12/14/2022

**Summary for Pond 2P: YD #2**

Inflow Area = 0.240 ac, 44.30% Impervious, Inflow Depth > 3.53" for 10-yr event  
Inflow = 0.97 cfs @ 12.09 hrs, Volume= 0.071 af  
Outflow = 0.97 cfs @ 12.09 hrs, Volume= 0.071 af, Atten= 0%, Lag= 0.0 min  
Primary = 0.97 cfs @ 12.09 hrs, Volume= 0.071 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs

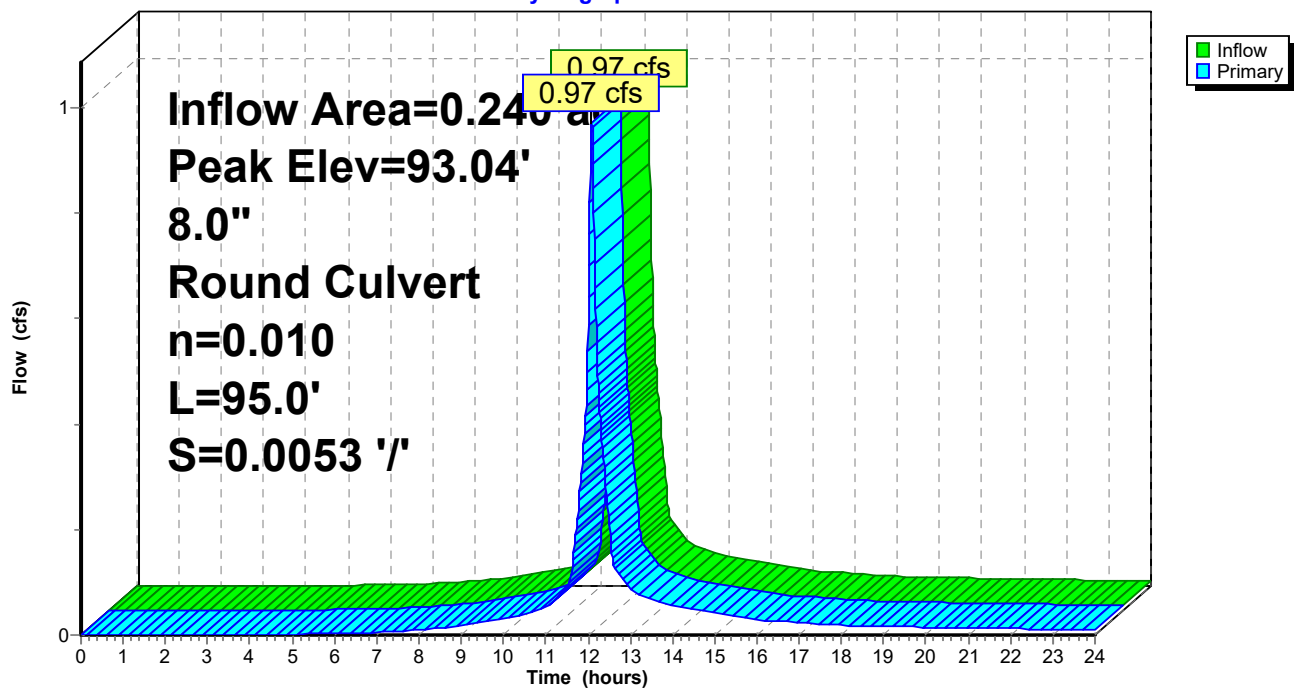
Peak Elev= 93.04' @ 12.09 hrs

Flood Elev= 95.70'

Device	Routing	Invert	Outlet Devices
#1	Primary	92.35'	<b>8.0" Round Culvert</b> L= 95.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 92.35' / 91.85' S= 0.0053 '/' Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 0.35 sf

**Primary OutFlow** Max=0.97 cfs @ 12.09 hrs HW=93.03' (Free Discharge)

1=Culvert (Barrel Controls 0.97 cfs @ 3.35 fps)

**Pond 2P: YD #2****Hydrograph**

**5235-Post-DS**

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Type III 24-hr 10-yr Rainfall=4.87"

Printed 12/14/2022

**Summary for Pond 3P: YD #3**

Inflow Area = 0.099 ac, 67.13% Impervious, Inflow Depth > 3.95" for 10-yr event  
 Inflow = 0.43 cfs @ 12.08 hrs, Volume= 0.033 af  
 Outflow = 0.43 cfs @ 12.08 hrs, Volume= 0.033 af, Atten= 0%, Lag= 0.0 min  
 Primary = 0.43 cfs @ 12.08 hrs, Volume= 0.033 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs

Peak Elev= 93.17' @ 12.08 hrs

Flood Elev= 94.80'

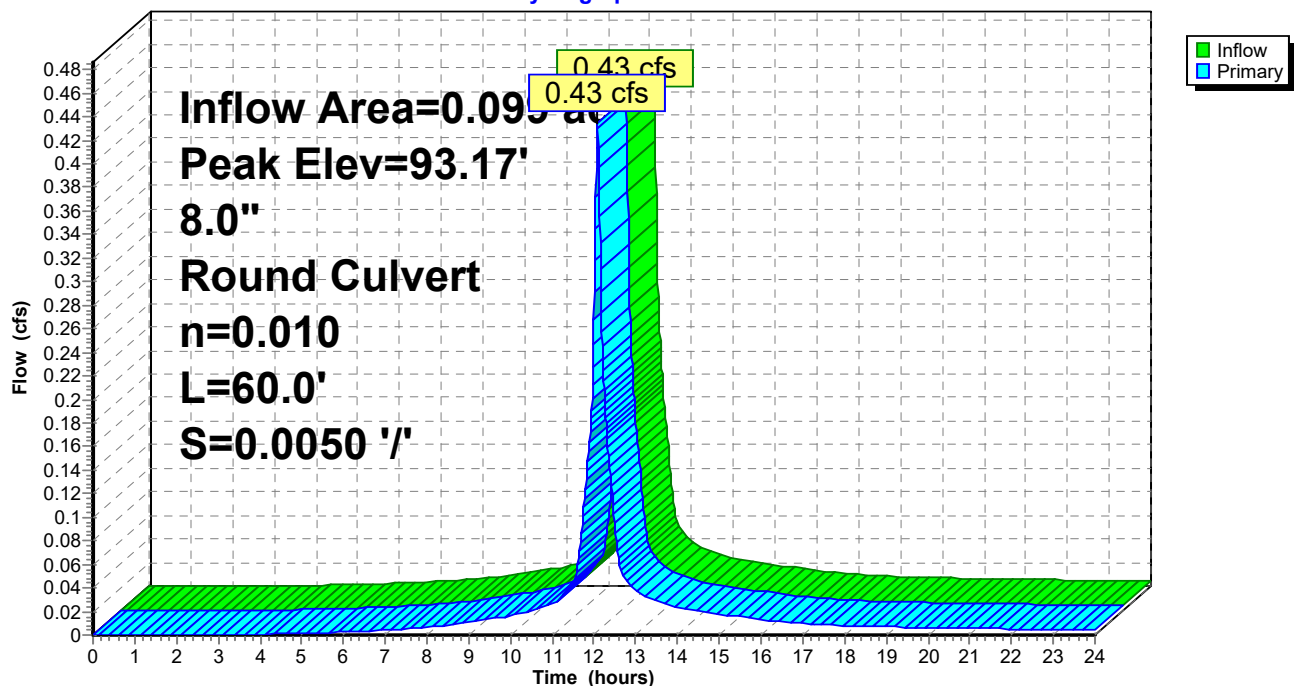
Device	Routing	Invert	Outlet Devices
#1	Primary	92.75'	<b>8.0" Round Culvert</b> L= 60.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 92.75' / 92.45' S= 0.0050 '/' Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 0.35 sf

Primary OutFlow Max=0.43 cfs @ 12.08 hrs HW=93.16' (Free Discharge)

1=Culvert (Barrel Controls 0.43 cfs @ 2.71 fps)

**Pond 3P: YD #3**

Hydrograph



**5235-Post-DS**

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Type III 24-hr 10-yr Rainfall=4.87"

Printed 12/14/2022

**Summary for Pond 4P: YD #4**

Inflow Area = 0.080 ac, 73.90% Impervious, Inflow Depth > 4.07" for 10-yr event  
 Inflow = 0.36 cfs @ 12.08 hrs, Volume= 0.027 af  
 Outflow = 0.36 cfs @ 12.08 hrs, Volume= 0.027 af, Atten= 0%, Lag= 0.0 min  
 Primary = 0.36 cfs @ 12.08 hrs, Volume= 0.027 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs

Peak Elev= 93.43' @ 12.08 hrs

Flood Elev= 94.80'

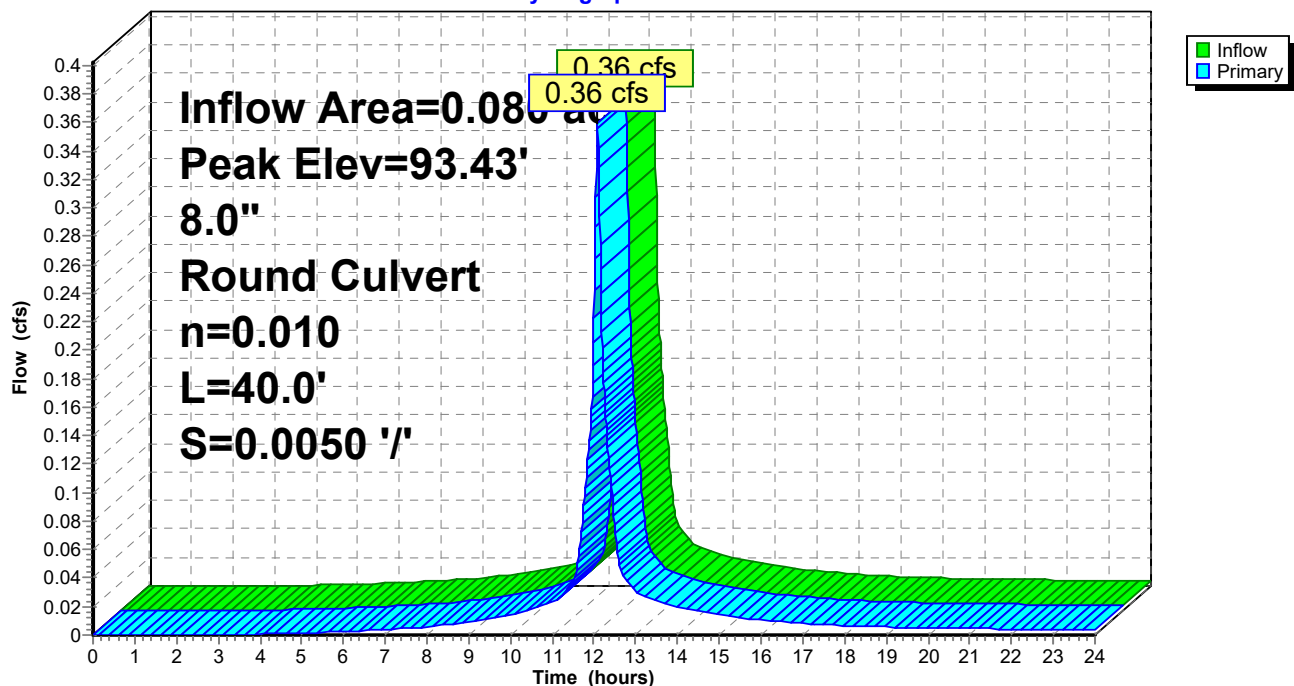
Device	Routing	Invert	Outlet Devices
#1	Primary	93.05'	<b>8.0" Round Culvert</b> L= 40.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 93.05' / 92.85' S= 0.0050 '/ Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 0.35 sf

**Primary OutFlow** Max=0.36 cfs @ 12.08 hrs HW=93.43' (Free Discharge)

1=Culvert (Barrel Controls 0.36 cfs @ 2.53 fps)

**Pond 4P: YD #4**

Hydrograph





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Type III 24-hr 10-yr Rainfall=4.87"

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**Summary for Pond 5P: Rain Garden**

Inflow Area = 0.665 ac, 34.08% Impervious, Inflow Depth > 3.35" for 10-yr event  
 Inflow = 2.57 cfs @ 12.09 hrs, Volume= 0.185 af  
 Outflow = 1.39 cfs @ 12.21 hrs, Volume= 0.165 af, Atten= 46%, Lag= 7.7 min  
 Primary = 1.39 cfs @ 12.21 hrs, Volume= 0.165 af  
 Secondary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs  
 Peak Elev= 90.71' @ 12.21 hrs Surf.Area= 2,059 sf Storage= 2,051 cf

Plug-Flow detention time= 93.8 min calculated for 0.165 af (89% of inflow)  
 Center-of-Mass det. time= 41.9 min ( 845.2 - 803.3 )

Volume	Invert	Avail.Storage	Storage Description
#1	87.50'	2,682 cf	<b>Custom Stage Data (Prismatic)</b> Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
87.50	751	0.0	0	0
88.17	751	40.0	201	201
88.42	751	40.0	75	276
89.50	751	5.0	41	317
90.00	1,317	100.0	517	834
90.30	1,670	100.0	448	1,282
91.00	2,330	100.0	1,400	2,682

Device	Routing	Invert	Outlet Devices
#1	Primary	87.50'	<b>8.0" Round Culvert</b> L= 50.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 87.50' / 87.25' S= 0.0050 ' / Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 0.35 sf
#2	Device 1	87.50'	<b>4.0" Vert. Orifice/Grate</b> C= 0.600
#3	Device 2	89.50'	<b>2.500 in/hr Exfiltration over Surface area above 89.50'</b> Excluded Surface area = 751 sf Phase-In= 0.01'
#4	Device 1	90.10'	<b>8.0" Horiz. Orifice/Grate</b> C= 0.600 Limited to weir flow at low heads
#5	Secondary	91.00'	<b>90.0' long x 3.0' breadth Broad-Crested Rectangular Weir</b> Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 Coef. (English) 2.44 2.58 2.68 2.67 2.65 2.64 2.64 2.68 2.68 2.72 2.81 2.92 2.97 3.07 3.32

**Primary OutFlow** Max=1.39 cfs @ 12.21 hrs HW=90.71' (Free Discharge)

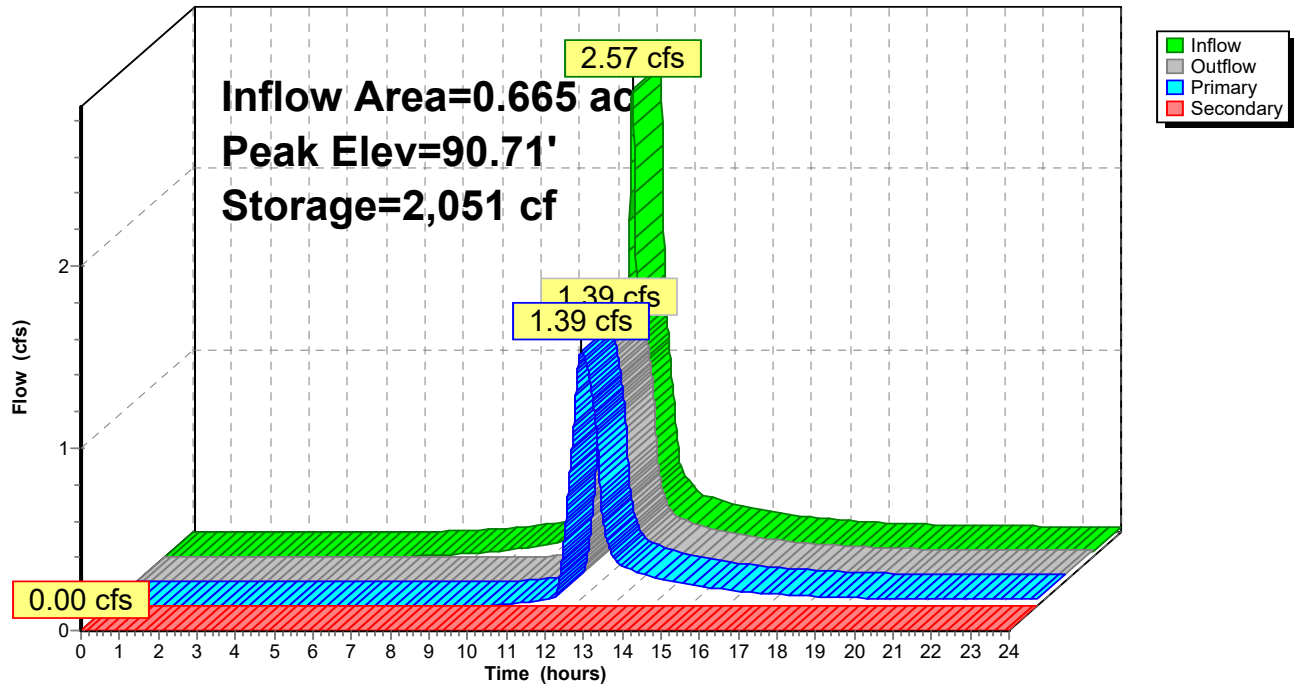
1=Culvert (Passes 1.39 cfs of 2.66 cfs potential flow)  
 2=Orifice/Grate (Passes 0.08 cfs of 0.73 cfs potential flow)  
 3=Exfiltration (Exfiltration Controls 0.08 cfs)  
 4=Orifice/Grate (Orifice Controls 1.32 cfs @ 3.77 fps)

**Secondary OutFlow** Max=0.00 cfs @ 0.00 hrs HW=87.50' (Free Discharge)

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

## Pond 5P: Rain Garden

Hydrograph



## 5235-Post-DS

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Type III 24-hr 10-yr Rainfall=4.87"

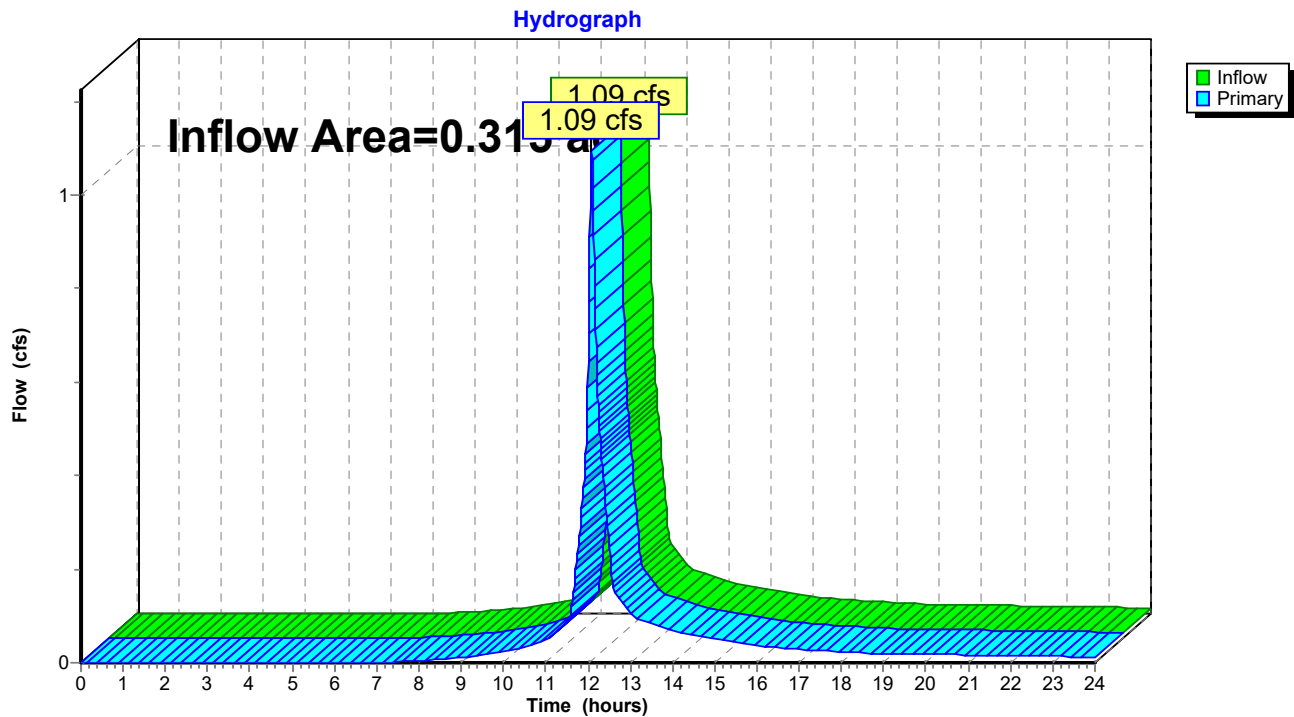
Printed 12/14/2022

### Summary for Link 100: POA #1

Inflow Area = 0.315 ac, 10.10% Impervious, Inflow Depth > 2.96" for 10-yr event  
Inflow = 1.09 cfs @ 12.09 hrs, Volume= 0.078 af  
Primary = 1.09 cfs @ 12.09 hrs, Volume= 0.078 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs

### Link 100: POA #1



## 5235-Post-DS

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Type III 24-hr 10-yr Rainfall=4.87"

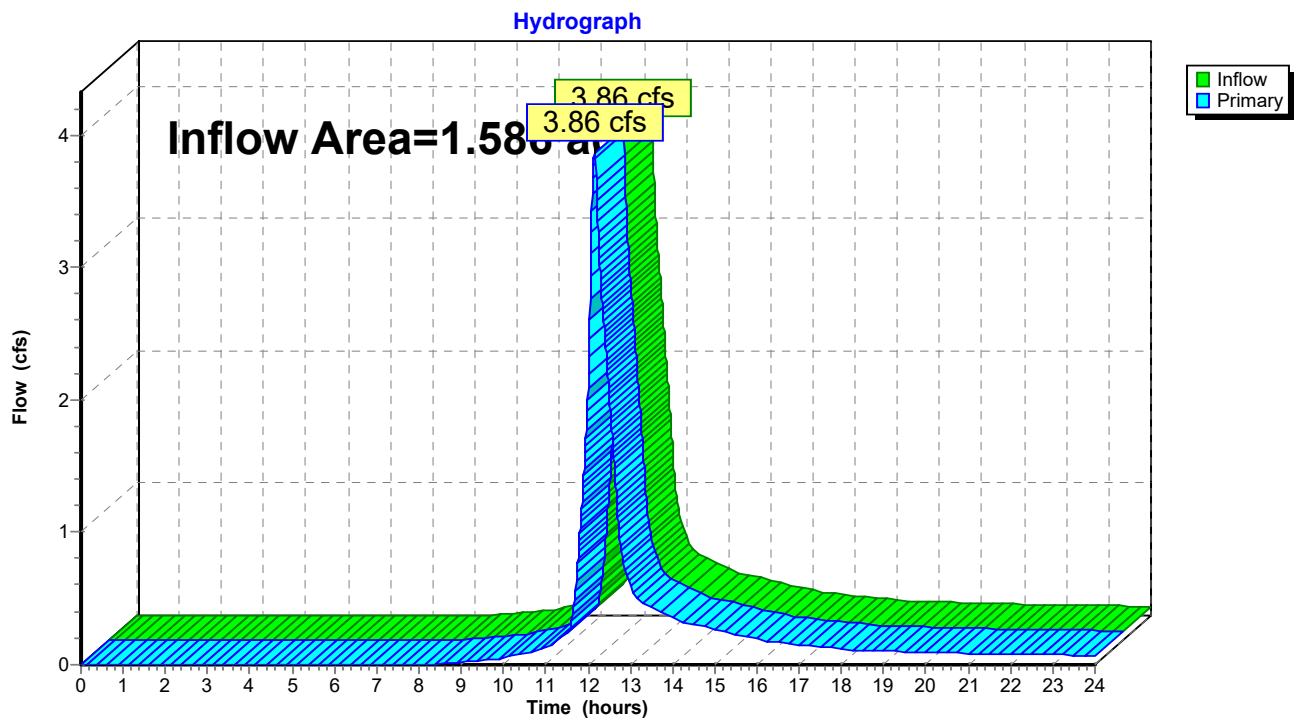
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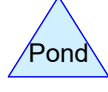
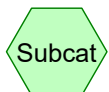
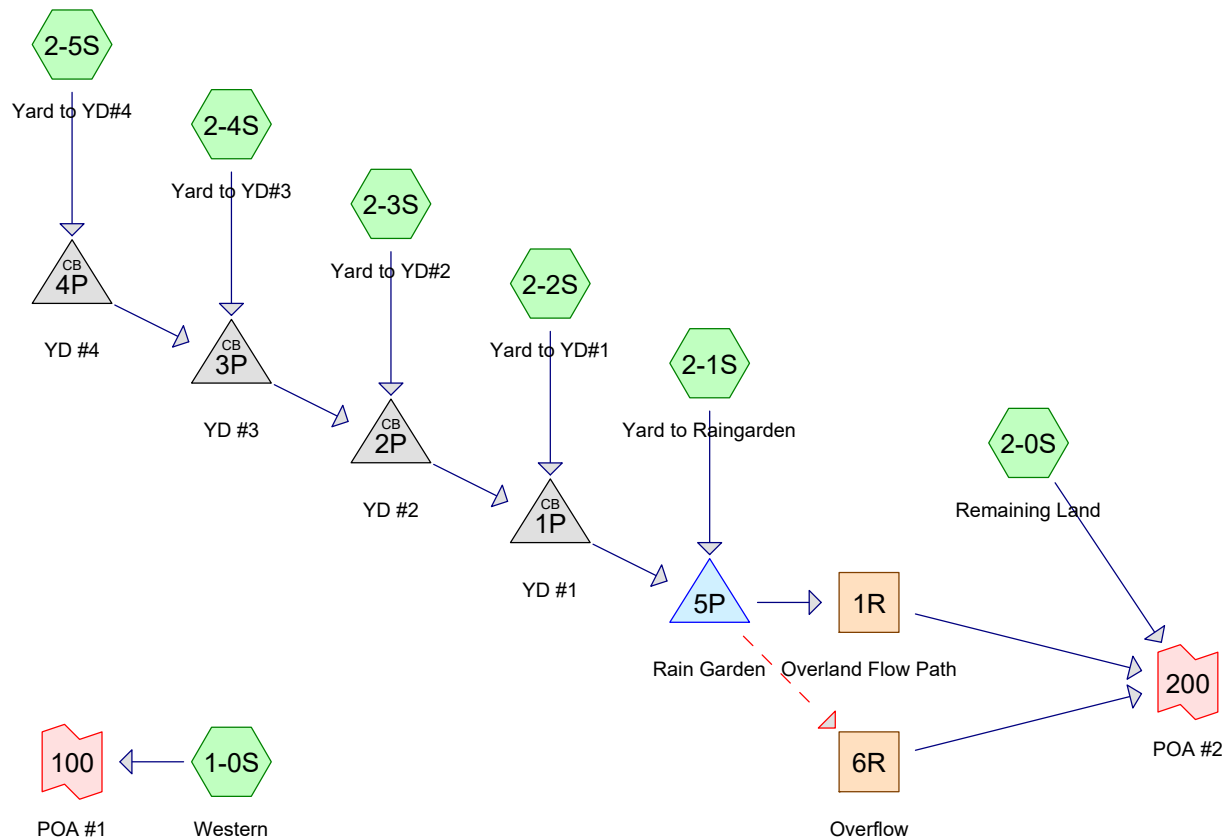
### Summary for Link 200: POA #2

Inflow Area = 1.586 ac, 16.48% Impervious, Inflow Depth > 2.81" for 10-yr event  
Inflow = 3.86 cfs @ 12.15 hrs, Volume= 0.371 af  
Primary = 3.86 cfs @ 12.15 hrs, Volume= 0.371 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-24.00 hrs, dt= 0.01 hrs

### Link 200: POA #2





**5235-Post-DS**

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*Type III 24-hr 25-yr Rainfall=6.17"*

Printed 12/14/2022

Time span=0.00-24.00 hrs, dt=0.01 hrs, 2401 points  
 Runoff by SCS TR-20 method, UH=SCS, Weighted-CN  
 Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

<b>Subcatchment 1-0S: Western</b>	Runoff Area=13,733 sf 10.10% Impervious Runoff Depth>4.14" Flow Length=130' Tc=6.0 min CN=82 Runoff=1.52 cfs 0.109 af
<b>Subcatchment 2-0S: Remaining Land</b>	Runoff Area=40,156 sf 3.80% Impervious Runoff Depth>3.82" Flow Length=180' Tc=9.8 min CN=79 Runoff=3.63 cfs 0.294 af
<b>Subcatchment 2-1S: Yard to Raingarden</b>	Runoff Area=12,575 sf 22.86% Impervious Runoff Depth>4.35" Flow Length=180' Slope=0.0400 '/' Tc=6.0 min CN=84 Runoff=1.45 cfs 0.105 af
<b>Subcatchment 2-2S: Yard to YD#1</b>	Runoff Area=5,903 sf 39.84% Impervious Runoff Depth>4.68" Flow Length=80' Tc=6.0 min CN=87 Runoff=0.72 cfs 0.053 af
<b>Subcatchment 2-3S: Yard to YD#2</b>	Runoff Area=6,167 sf 28.36% Impervious Runoff Depth>4.46" Flow Length=50' Tc=6.0 min CN=85 Runoff=0.73 cfs 0.053 af
<b>Subcatchment 2-4S: Yard to YD#3</b>	Runoff Area=822 sf 38.44% Impervious Runoff Depth>4.68" Flow Length=50' Slope=0.0200 '/' Tc=6.0 min CN=87 Runoff=0.10 cfs 0.007 af
<b>Subcatchment 2-5S: Yard to YD#4</b>	Runoff Area=3,483 sf 73.90% Impervious Runoff Depth>5.35" Flow Length=50' Slope=0.0200 '/' Tc=6.0 min CN=93 Runoff=0.46 cfs 0.036 af
<b>Reach 1R: Overland Flow Path</b>	Avg. Flow Depth=0.26' Max Vel=3.15 fps Inflow=1.67 cfs 0.231 af n=0.035 L=120.0' S=0.0583 '/' Capacity=29.93 cfs Outflow=1.67 cfs 0.231 af
<b>Reach 6R: Overflow</b>	Avg. Flow Depth=0.00' Max Vel=0.00 fps Inflow=0.00 cfs 0.000 af n=0.035 L=175.0' S=0.0571 '/' Capacity=29.62 cfs Outflow=0.00 cfs 0.000 af
<b>Pond 1P: YD #1</b>	Peak Elev=93.47' Inflow=2.01 cfs 0.148 af 8.0" Round Culvert n=0.010 L=48.0' S=0.0146 '/' Outflow=2.01 cfs 0.148 af
<b>Pond 2P: YD #2</b>	Peak Elev=93.48' Inflow=1.29 cfs 0.096 af 8.0" Round Culvert n=0.010 L=95.0' S=0.0053 '/' Outflow=1.29 cfs 0.096 af
<b>Pond 3P: YD #3</b>	Peak Elev=93.24' Inflow=0.57 cfs 0.043 af 8.0" Round Culvert n=0.010 L=60.0' S=0.0050 '/' Outflow=0.57 cfs 0.043 af
<b>Pond 4P: YD #4</b>	Peak Elev=93.49' Inflow=0.46 cfs 0.036 af 8.0" Round Culvert n=0.010 L=40.0' S=0.0050 '/' Outflow=0.46 cfs 0.036 af
<b>Pond 5P: Rain Garden</b>	Peak Elev=90.98' Storage=2,634 cf Inflow=3.46 cfs 0.253 af Primary=1.67 cfs 0.231 af Secondary=0.00 cfs 0.000 af Outflow=1.67 cfs 0.231 af
<b>Link 100: POA #1</b>	Inflow=1.52 cfs 0.109 af Primary=1.52 cfs 0.109 af
<b>Link 200: POA #2</b>	Inflow=5.18 cfs 0.525 af Primary=5.18 cfs 0.525 af

**5235-Post-DS***Type III 24-hr 25-yr Rainfall=6.17"*

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**Total Runoff Area = 1.902 ac   Runoff Volume = 0.656 af   Average Runoff Depth = 4.14"**  
**84.58% Pervious = 1.608 ac   15.42% Impervious = 0.293 ac**

## Section 5

# Precipitation Table



# Extreme Precipitation Tables

## Northeast Regional Climate Center

Data represents point estimates calculated from partial duration series. All precipitation amounts are displayed in inches.

<b>Smoothing</b>	Yes
<b>State</b>	New Hampshire
<b>Location</b>	Kittery
<b>Longitude</b>	70.763 degrees West
<b>Latitude</b>	43.072 degrees North
<b>Elevation</b>	0 feet
<b>Date/Time</b>	Wed, 14 Dec 2022 16:40:49 -0500

## Extreme Precipitation Estimates

	5min	10min	15min	30min	60min	120min		1hr	2hr	3hr	6hr	12hr	24hr	48hr		1day	2day	4day	7day	10day	
<b>1yr</b>	0.26	0.40	0.50	0.65	0.81	1.04	<b>1yr</b>	0.70	0.98	1.21	1.56	2.03	2.66	2.92	<b>1yr</b>	2.35	2.81	3.22	3.94	4.55	<b>1yr</b>
<b>2yr</b>	0.32	0.50	0.62	0.81	1.02	1.30	<b>2yr</b>	0.88	1.18	1.52	1.94	2.49	3.21	3.57	<b>2yr</b>	2.84	3.43	3.94	4.68	5.33	<b>2yr</b>
<b>5yr</b>	0.37	0.58	0.73	0.98	1.25	1.61	<b>5yr</b>	1.08	1.47	1.89	2.43	3.14	4.07	4.58	<b>5yr</b>	3.60	4.40	5.04	5.94	6.70	<b>5yr</b>
<b>10yr</b>	0.41	0.65	0.82	1.12	1.45	1.89	<b>10yr</b>	1.25	1.73	2.23	2.89	3.75	4.87	5.53	<b>10yr</b>	4.31	5.32	6.09	7.11	7.98	<b>10yr</b>
<b>25yr</b>	0.48	0.76	0.97	1.34	1.77	2.34	<b>25yr</b>	1.53	2.14	2.78	3.63	4.74	6.17	7.10	<b>25yr</b>	5.46	6.83	7.80	9.03	10.05	<b>25yr</b>
<b>50yr</b>	0.54	0.86	1.10	1.54	2.07	2.76	<b>50yr</b>	1.79	2.53	3.29	4.32	5.66	7.39	8.58	<b>50yr</b>	6.54	8.25	9.42	10.81	11.98	<b>50yr</b>
<b>100yr</b>	0.60	0.97	1.25	1.77	2.42	3.26	<b>100yr</b>	2.09	2.98	3.90	5.16	6.77	8.85	10.38	<b>100yr</b>	7.83	9.98	11.38	12.96	14.27	<b>100yr</b>
<b>200yr</b>	0.67	1.10	1.43	2.05	2.82	3.83	<b>200yr</b>	2.44	3.52	4.62	6.13	8.08	10.61	12.55	<b>200yr</b>	9.39	12.07	13.76	15.55	17.02	<b>200yr</b>
<b>500yr</b>	0.80	1.31	1.71	2.48	3.48	4.76	<b>500yr</b>	3.00	4.38	5.76	7.70	10.22	13.48	16.14	<b>500yr</b>	11.93	15.52	17.67	19.78	21.49	<b>500yr</b>

## Lower Confidence Limits

	5min	10min	15min	30min	60min	120min		1hr	2hr	3hr	6hr	12hr	24hr	48hr		1day	2day	4day	7day	10day	
<b>1yr</b>	0.23	0.36	0.44	0.59	0.72	0.88	<b>1yr</b>	0.63	0.86	0.92	1.33	1.68	2.24	2.49	<b>1yr</b>	1.98	2.40	2.87	3.18	3.90	<b>1yr</b>
<b>2yr</b>	0.31	0.49	0.60	0.81	1.00	1.19	<b>2yr</b>	0.86	1.16	1.37	1.82	2.34	3.06	3.45	<b>2yr</b>	2.71	3.32	3.82	4.55	5.08	<b>2yr</b>
<b>5yr</b>	0.35	0.54	0.67	0.92	1.17	1.40	<b>5yr</b>	1.01	1.37	1.61	2.12	2.73	3.79	4.19	<b>5yr</b>	3.35	4.03	4.72	5.53	6.24	<b>5yr</b>
<b>10yr</b>	0.39	0.59	0.73	1.03	1.33	1.60	<b>10yr</b>	1.14	1.56	1.80	2.39	3.06	4.37	4.86	<b>10yr</b>	3.87	4.67	5.44	6.41	7.20	<b>10yr</b>
<b>25yr</b>	0.44	0.67	0.83	1.19	1.56	1.90	<b>25yr</b>	1.35	1.86	2.10	2.75	3.53	4.72	5.89	<b>25yr</b>	4.18	5.66	6.65	7.79	8.68	<b>25yr</b>
<b>50yr</b>	0.48	0.73	0.91	1.31	1.76	2.17	<b>50yr</b>	1.52	2.12	2.35	3.07	3.93	5.33	6.80	<b>50yr</b>	4.72	6.54	7.72	9.04	10.02	<b>50yr</b>
<b>100yr</b>	0.54	0.81	1.01	1.47	2.01	2.47	<b>100yr</b>	1.73	2.41	2.63	3.41	4.35	6.00	7.85	<b>100yr</b>	5.31	7.55	8.98	10.51	11.56	<b>100yr</b>
<b>200yr</b>	0.59	0.89	1.13	1.63	2.28	2.81	<b>200yr</b>	1.96	2.75	2.93	3.78	4.79	6.72	9.06	<b>200yr</b>	5.95	8.71	10.42	12.22	13.37	<b>200yr</b>
<b>500yr</b>	0.68	1.02	1.31	1.90	2.71	3.36	<b>500yr</b>	2.34	3.29	3.41	4.31	5.45	7.82	10.94	<b>500yr</b>	6.92	10.52	12.69	14.96	16.19	<b>500yr</b>

## Upper Confidence Limits

	5min	10min	15min	30min	60min	120min		1hr	2hr	3hr	6hr	12hr	24hr	48hr		1day	2day	4day	7day	10day	
<b>1yr</b>	0.28	0.44	0.54	0.72	0.89	1.08	<b>1yr</b>	0.77	1.06	1.26	1.74	2.21	2.98	3.16	<b>1yr</b>	2.64	3.04	3.58	4.37	5.04	<b>1yr</b>
<b>2yr</b>	0.34	0.52	0.64	0.86	1.07	1.27	<b>2yr</b>	0.92	1.24	1.48	1.96	2.51	3.42	3.70	<b>2yr</b>	3.03	3.56	4.09	4.84	5.63	<b>2yr</b>
<b>5yr</b>	0.40	0.62	0.77	1.05	1.34	1.62	<b>5yr</b>	1.15	1.58	1.88	2.53	3.25	4.34	4.96	<b>5yr</b>	3.84	4.77	5.38	6.37	7.16	<b>5yr</b>
<b>10yr</b>	0.47	0.72	0.89	1.25	1.61	1.98	<b>10yr</b>	1.39	1.93	2.28	3.11	3.95	5.34	6.20	<b>10yr</b>	4.72	5.96	6.82	7.84	8.75	<b>10yr</b>
<b>25yr</b>	0.58	0.88	1.09	1.56	2.05	2.57	<b>25yr</b>	1.77	2.51	2.95	4.07	5.15	7.78	8.34	<b>25yr</b>	6.88	8.02	9.15	10.34	11.41	<b>25yr</b>
<b>50yr</b>	0.67	1.02	1.27	1.83	2.46	3.13	<b>50yr</b>	2.12	3.06	3.60	5.00	6.32	9.74	10.46	<b>50yr</b>	8.62	10.06	11.44	12.72	13.96	<b>50yr</b>
<b>100yr</b>	0.79	1.19	1.49	2.16	2.96	3.81	<b>100yr</b>	2.55	3.72	4.37	6.16	7.76	12.18	13.10	<b>100yr</b>	10.78	12.60	14.31	15.69	17.09	<b>100yr</b>
<b>200yr</b>	0.92	1.39	1.76	2.55	3.56	4.65	<b>200yr</b>	3.07	4.55	5.34	7.58	9.54	15.28	16.44	<b>200yr</b>	13.53	15.81	17.92	19.35	20.92	<b>200yr</b>
<b>500yr</b>	1.15	1.71	2.19	3.19	4.53	6.04	<b>500yr</b>	3.91	5.90	6.93	10.02	12.56	20.65	22.20	<b>500yr</b>	18.27	21.34	24.13	25.51	27.34	<b>500yr</b>

## Section 6

# NRCS Soil Survey



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 York County, Maine



September 27, 2021

# Preface

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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](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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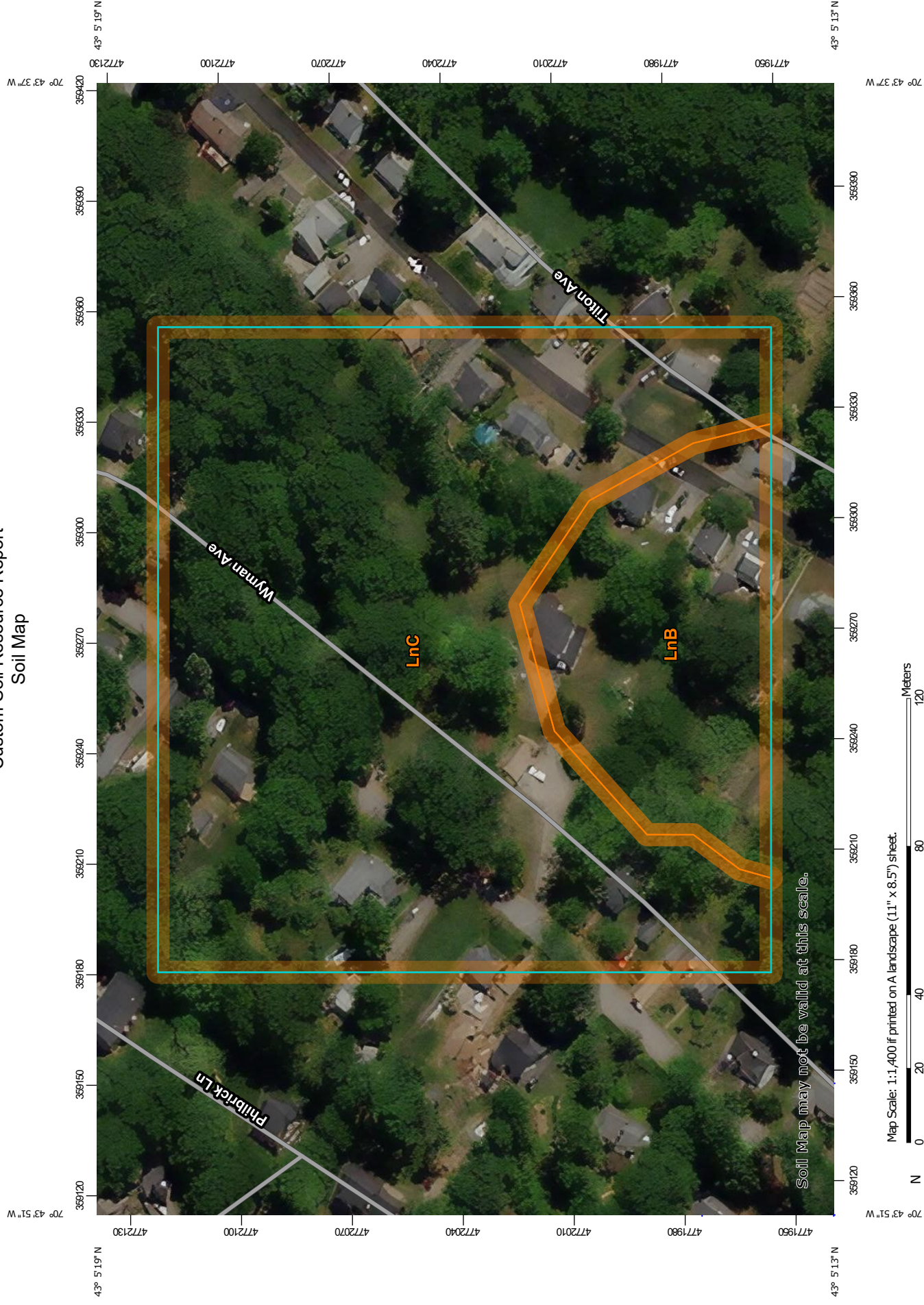
# Soil Map

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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



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 1:20,000.

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: York County, Maine  
Survey Area Data: Version 19, May 29, 2020

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—Sep 9, 2017

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
LnB	Lyman loam, 3 to 8 percent slopes, rocky	1.5	20.2%
LnC	Lyman loam, 8 to 15 percent slopes, rocky	5.8	79.8%
<b>Totals for Area of Interest</b>		<b>7.2</b>	<b>100.0%</b>

## 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.

## York County, Maine

### LnB—Lyman loam, 3 to 8 percent slopes, rocky

#### Map Unit Setting

*National map unit symbol:* 2trq7

*Elevation:* 0 to 520 feet

*Mean annual precipitation:* 36 to 65 inches

*Mean annual air temperature:* 36 to 52 degrees F

*Frost-free period:* 60 to 160 days

*Farmland classification:* Farmland of statewide importance

#### Map Unit Composition

*Lyman, rocky, and similar soils:* 86 percent

*Minor components:* 14 percent

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

#### Description of Lyman, Rocky

##### Setting

*Landform:* Mountains, hills

*Landform position (two-dimensional):* Shoulder, summit, backslope

*Landform position (three-dimensional):* Mountaintop, mountainbase, crest, side slope

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Parent material:* Loamy supraglacial till derived from granite and gneiss and/or loamy supraglacial till derived from phyllite and/or loamy supraglacial till derived from mica schist

##### Typical profile

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

*A - 1 to 3 inches:* loam

*E - 3 to 5 inches:* fine sandy loam

*Bhs - 5 to 7 inches:* loam

*Bs1 - 7 to 11 inches:* loam

*Bs2 - 11 to 18 inches:* channery loam

*R - 18 to 28 inches:* bedrock

##### Properties and qualities

*Slope:* 3 to 8 percent

*Depth to restrictive feature:* 11 to 24 inches to lithic bedrock

*Drainage class:* Somewhat excessively drained

*Capacity of the most limiting layer to transmit water (Ksat):* Very low to high (0.00 to 14.03 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Available water supply, 0 to 60 inches:* Low (about 3.4 inches)

##### Interpretive groups

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 2s

*Hydrologic Soil Group:* D

*Hydric soil rating:* No

**Minor Components**

**Tunbridge, rocky**

*Percent of map unit:* 6 percent

*Landform:* Hills, mountains

*Landform position (two-dimensional):* Backslope, summit, shoulder

*Landform position (three-dimensional):* Mountaintop, mountainbase, side slope, crest

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Hydric soil rating:* No

**Skerry, rocky**

*Percent of map unit:* 5 percent

*Landform:* Hills, mountains

*Landform position (two-dimensional):* Footslope, backslope

*Landform position (three-dimensional):* Mountaintop, mountainbase, crest, side slope

*Microfeatures of landform position:* Closed depressions, closed depressions

*Down-slope shape:* Concave

*Across-slope shape:* Concave

*Hydric soil rating:* No

**Hermon, rocky**

*Percent of map unit:* 2 percent

*Landform:* Hills, mountains

*Landform position (two-dimensional):* Backslope, summit, shoulder

*Landform position (three-dimensional):* Mountaintop, mountainbase, side slope, crest

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Hydric soil rating:* No

**Brayton, rocky**

*Percent of map unit:* 1 percent

*Landform:* Hills, mountains

*Landform position (two-dimensional):* Toeslope, footslope

*Landform position (three-dimensional):* Mountaintop, mountainbase, crest, side slope

*Microfeatures of landform position:* Closed depressions, closed depressions

*Down-slope shape:* Concave

*Across-slope shape:* Concave

*Hydric soil rating:* Yes

**LnC—Lyman loam, 8 to 15 percent slopes, rocky**

**Map Unit Setting**

*National map unit symbol:* 2trq9

*Elevation:* 0 to 690 feet

*Mean annual precipitation:* 36 to 65 inches



## Custom Soil Resource Report

*Mean annual air temperature:* 36 to 52 degrees F

*Frost-free period:* 60 to 160 days

*Farmland classification:* Not prime farmland

### Map Unit Composition

*Lyman, rocky, and similar soils:* 86 percent

*Minor components:* 14 percent

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

### Description of Lyman, Rocky

#### Setting

*Landform:* Hills, mountains

*Landform position (two-dimensional):* Shoulder, summit, backslope

*Landform position (three-dimensional):* Mountaintop, mountainbase, mountainflank, crest, side slope

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Parent material:* Loamy supraglacial till derived from granite and gneiss and/or loamy supraglacial till derived from phyllite and/or loamy supraglacial till derived from mica schist

#### Typical profile

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

*A - 1 to 3 inches:* loam

*E - 3 to 5 inches:* fine sandy loam

*Bhs - 5 to 7 inches:* loam

*Bs1 - 7 to 11 inches:* loam

*Bs2 - 11 to 18 inches:* channery loam

*R - 18 to 28 inches:* bedrock

#### Properties and qualities

*Slope:* 8 to 15 percent

*Depth to restrictive feature:* 11 to 24 inches to lithic bedrock

*Drainage class:* Somewhat excessively drained

*Capacity of the most limiting layer to transmit water (Ksat):* Very low to high (0.00 to 14.03 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Available water supply, 0 to 60 inches:* Low (about 3.4 inches)

#### Interpretive groups

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 3e

*Hydrologic Soil Group:* D

*Hydric soil rating:* No

### Minor Components

#### Tunbridge, rocky

*Percent of map unit:* 6 percent

*Landform:* Mountains, hills

*Landform position (two-dimensional):* Backslope, summit, shoulder

*Landform position (three-dimensional):* Mountaintop, mountainbase, mountainflank, side slope, crest

*Down-slope shape:* Convex

## Custom Soil Resource Report

*Across-slope shape:* Convex

*Hydric soil rating:* No

### **Skerry, rocky**

*Percent of map unit:* 5 percent

*Landform:* Hills, mountains

*Landform position (two-dimensional):* Footslope, backslope

*Landform position (three-dimensional):* Mountaintop, mountainbase, mountainflank, crest, side slope

*Microfeatures of landform position:* Closed depressions, closed depressions, open depressions, open depressions

*Down-slope shape:* Concave

*Across-slope shape:* Concave

*Hydric soil rating:* No

### **Hermion, rocky**

*Percent of map unit:* 2 percent

*Landform:* Hills, mountains

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

*Landform position (three-dimensional):* Mountaintop, mountainbase, mountainflank, side slope, crest

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Hydric soil rating:* No

### **Brayton, rocky**

*Percent of map unit:* 1 percent

*Landform:* Hills, mountains

*Landform position (two-dimensional):* Toeslope, footslope

*Landform position (three-dimensional):* Mountaintop, mountainbase, mountainflank, crest, side slope

*Microfeatures of landform position:* Open depressions, open depressions, closed depressions, closed depressions

*Down-slope shape:* Concave

*Across-slope shape:* Concave

*Hydric soil rating:* Yes



## Section 7

# Stormwater Operations & Maintenance Plan

# STORMWATER INSPECTION AND MAINTENANCE MANUAL

## Wyman Hill Kittery Assessor's Map 16, Lot 148

### OWNER AT TIME OF APPROVAL:

Lusitano, LLC  
119 King's Highway North  
Elliot, Maine 03903

Proper inspection, maintenance, and repair are key elements in maintaining a successful stormwater management program on a developed property. Routine inspections ensure permit compliance and reduce the potential for deterioration of infrastructure or reduced water quality. Inspections should also be carried out after any rainfall of 1" or more. Qualified inspectors shall be Professional Engineers licensed in the State of Maine or Certified Professionals in Erosion and Sediment Control. The following responsible parties shall be in charge of managing the stormwater facilities:

### **RESPONSIBLE PARTIES:**

<b>Owner:</b>	<u>Lusitano, LLC</u>	<u>(617) 501-6149</u>
	Name	Company Phone

<b>Inspection:</b>	<u>Lusitano, LLC</u>	<u>(617) 501-6149</u>
	Name	Company Phone

<b>Maintenance:</b>	<u>Lusitano, LLC</u>	<u>(617) 501-6149</u>
	Name	Company Phone

### **NOTES:**

***Inspection and maintenance responsibilities shall transfer to any future property owner(s).***

***This manual shall be updated as needed to reflect any changes related to any transfer of ownership and/or any delegation of inspection and maintenance responsibilities to any entity other than those listed above.***

## **GRASSED UNDERDRAINED SOIL FILTERS**

---

Underdrain soil filters control stormwater quality by capturing and retaining runoff and passing it through a filter bed comprised of a specific media. The basin shall be inspected semi-annually and following major storm events for evidence of erosion, clogging or of bypass conditions.

### *Maintenance*

- *Drainage:* The filter should within 24 to 48 hours following a one-inch storm or greater. If the system drains too fast, adjust the outlet release valve opening to regulate the outflow.
- *Sediment Removal:* Sediment and plant debris should be removed from the pretreatment structure at least annually.
- *Mowing:* If mowing is desired, only hand-held string trimmers or push-mowers are allowed on the filter (no tractor) and the grass bed should be mowed no more than 2 times per growing season to maintain grass heights of no less than 6 inches.
- *Fertilization:* Fertilization of the underdrained filter area should be avoided unless absolutely necessary to establish vegetation.
- *Weeding:* Weeding to control unwanted or invasive plants if necessary.
- *Grass cover:* Maintaining a healthy cover of grass will minimize clogging with fine sediments. If ponding exceeds 48 hours, the top of the filter bed should be rototilled to reestablish the soil's filtration capacity.
- *Soil Filter Replacement:* The top several inches of the filter can be replaced with fresh material if water is ponding for more than 72 hours, or the basin can be rototilled, seeded and mulched. Once the filter is mature, adding new material (a 1-inch to 2-inch cover of mature compost) can compensate for subsidence.

## **CULVERTS AND DRAINAGE PIPES**

---

*Function* – Culverts and drainage pipes convey stormwater away from buildings, walkways, and parking areas and to surface waters or closed drainage systems.

### *Maintenance*

- Culverts and drainage pipes shall be inspected semi-annually, or more often as needed, for accumulation of debris and structural integrity. Leaves and other debris shall be removed from the inlet and outlet to insure the functionality of drainage structures. Debris shall be disposed of on site where it will not concentrate back at the drainage structures or at a solid waste disposal facility.
- Riprap Areas - Culvert outlets and inlets shall be inspected during annual maintenance and operations for erosion and scour. If scour or erosion is identified, the owner shall take appropriate means to prevent further erosion.

## **YARD DRAINS**

---

*Function* – Yard drains collect stormwater, primarily from paved surfaces, landscape areas and roofs.

### *Maintenance*

- Remove leaves and debris from structure grates on an as-needed basis.
- Sumps shall be inspected and cleaned annually and any removed sediment and debris shall be disposed of at a solid waste disposal facility.

## **LANDSCAPED AREAS - FERTILIZER MANAGEMENT**

---

*Function* – Fertilizer management involves controlling the rate, timing and method of fertilizer application so that the nutrients are taken up by the plants thereby reducing the chance of polluting the surface and ground waters. Fertilizer management can be effective in reducing the amounts of phosphorus and nitrogen in runoff from landscaped areas, particularly lawns.

### *Maintenance*

- Have the soil tested by your landscaper or local Soil Conservation Service for nutrient requirements and follow the recommendations.
- Do not apply fertilizer to frozen ground.
- Clean up any fertilizer spills.
- Do not allow fertilizer to be broadcast into water bodies.
- When fertilizing a lawn, water thoroughly, but do not create a situation where water runs off the surface of the lawn.

## **LANDSCAPED AREAS - LITTER CONTROL**

---

*Function* – Landscaped areas tend to filter debris and contaminants that may block drainage systems and pollute the surface and ground waters.

### *Maintenance*

- Litter Control and lawn maintenance involves removing litter such as trash, leaves, lawn clippings, pet wastes, oil and chemicals from streets, parking lots, and lawns before materials are transported into surface waters.
- Litter control shall be implemented as part of the grounds maintenance program.

## **VEGETATIVE SWALES**

---

*Function* – Vegetative swales filter sediment from stormwater, promote infiltration, and the uptake of contaminants. They are designed to treat runoff and dispose of it safely into the natural drainage system.

### *Maintenance*

- Timely maintenance is important to keep a swale in good working condition. Mowing of grassed swales shall be monthly to keep the vegetation in vigorous condition. The cut vegetation shall be removed to prevent the decaying organic litter from adding pollutants to the discharge from the swale.
- Fertilizing shall be bi-annual or as recommended from soil testing.
- Inspect swales following significant rainfall events.
- Woody vegetation shall not be allowed to become established in the swales or rock riprap outlet protection and if present shall be removed.
- Accumulated debris disrupts flow and leads to clogging and erosion. Remove debris and litter as necessary.
- Inspect for eroded areas. Determine cause of erosion and correct deficiency as required. Monitor repaired areas.

## **RIP RAP OUTLETS, PLUNGE POOLS, SWALES, LEVEL SPREADERS AND BUFFERS**

---

*Function* – Rip rap outlets and plunge pools slow the velocity of runoff, minimizing erosion and maximizing the treatment capabilities of associated buffers. Vegetated buffers, either forested or meadow, slow runoff which promotes and reduces peak rates of runoff. The reduced velocities and the presence of vegetation encourage the filtration of sediment and the limited bio-uptake of nutrients.

### *Maintenance*

- Inspect riprap, level spreaders and buffers at least annually for signs of erosion, sediment buildup, or vegetation loss.
- Inspect level for signs of condensed flows. Level spreader and rip rap shall be maintained to disperse flows evenly over level spreader.
- If a meadow buffer, provide periodic mowing as needed to maintain a healthy stand of herbaceous vegetation.
- If a forested buffer, then the buffer should be maintained in an undisturbed condition, unless erosion occurs.
- If erosion of the buffer (forested or meadow) occurs, eroded areas should be repaired and replanted with vegetation similar to the remaining buffer. Corrective action should include eliminating the source of the erosion problem and may require retrofit or reconstruction of the level spreader.
- Remove debris and accumulated sediment and dispose of properly.

## **DRIP STRIPS**

---

*Function* – Drip strips are to provide erosion control of surface where impervious surfaces meet non-impervious surfaces, such as building or roadway edges. They also can provide for the infiltration and treatment of runoff and are particularly effective for roof-generated stormwater.

### *Maintenance*

Drip strips should be inspected annually for erosion, rutting, and migration of stone. Any areas experiencing erosion shall be properly maintained by replacing or adding additional stone to the area of concern.

## **GENERAL CLEAN UP**

---

- Upon completion of the project, the contractor shall remove all temporary stormwater structures (i.e., temporary stone check dams, silt fence, temporary diversion swales, catch basin inlet filter, etc.). Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform to the existing grade, prepared, and seeded. Remove any sediment in catch basins and clean drain pipes that may have accumulated during construction.
- Once in operation, all paved areas of the site should be swept at least once annually at the end of winter/early spring prior to significant spring rains.

## **MUNICIPAL REPORTING**

---

The Owner shall retain a qualified post-construction stormwater inspector to inspect the site's stormwater infrastructure. By July 1 of each year, said inspector shall provide a completed and signed certification to the Town's Code Enforcement Officer that the inspection has been completed. The notification shall include a determination of the ongoing maintenance and functionality of the infrastructure, describe any deficiencies, and outline any necessary corrective action taken or recommended to the Owner.

## **APPENDIX**

---

- A. Stormwater System Operations and Maintenance Report
- B. Site Grading and Drainage Plan

## STORM WATER SYSTEM OPERATION AND MAINTENANCE REPORT

General Information		
<b>Project Name</b>		
<b>Owner</b>		
<b>Inspector's Name(s)</b>		
<b>Inspector's Contact Information</b>		
<b>Date of Inspection</b>	<b>Start Time:</b>	<b>End Time:</b>
<b>Type of Inspection:</b> <input type="checkbox"/> Annual Report <input type="checkbox"/> Post-storm event <input type="checkbox"/> Due to a discharge of significant amounts of sediment		
<b>Notes:</b>		

General Site Questions and Discharges of Significant Amounts of Sediment			
Subject		Status	Notes
<i>A discharge of significant amounts of sediment may be indicated by (but is not limited to) observations of the following. Note whether any are observed during this inspection:</i>			
<i>Notes/ Action taken:</i>			
1	Do the current site conditions reflect the attached site plan?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2	Is the site permanently stabilized, temporary erosion and sediment controls are removed, and stormwater discharges from construction activity are eliminated?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3	Is there evidence of the discharge of significant amounts of sediment to surface waters, or conveyance systems leading to surface waters?	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Permit Coverage and Plans				
#	BMP/Facility	Inspected	Corrective Action Needed and Notes	Date Corrected
	Grassed Underdrained Soil Filter	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Yard Drains	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Drainage Pipes	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Plunge Pool	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Vegetated Areas	<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		
		<input type="checkbox"/> Yes <input type="checkbox"/> No		



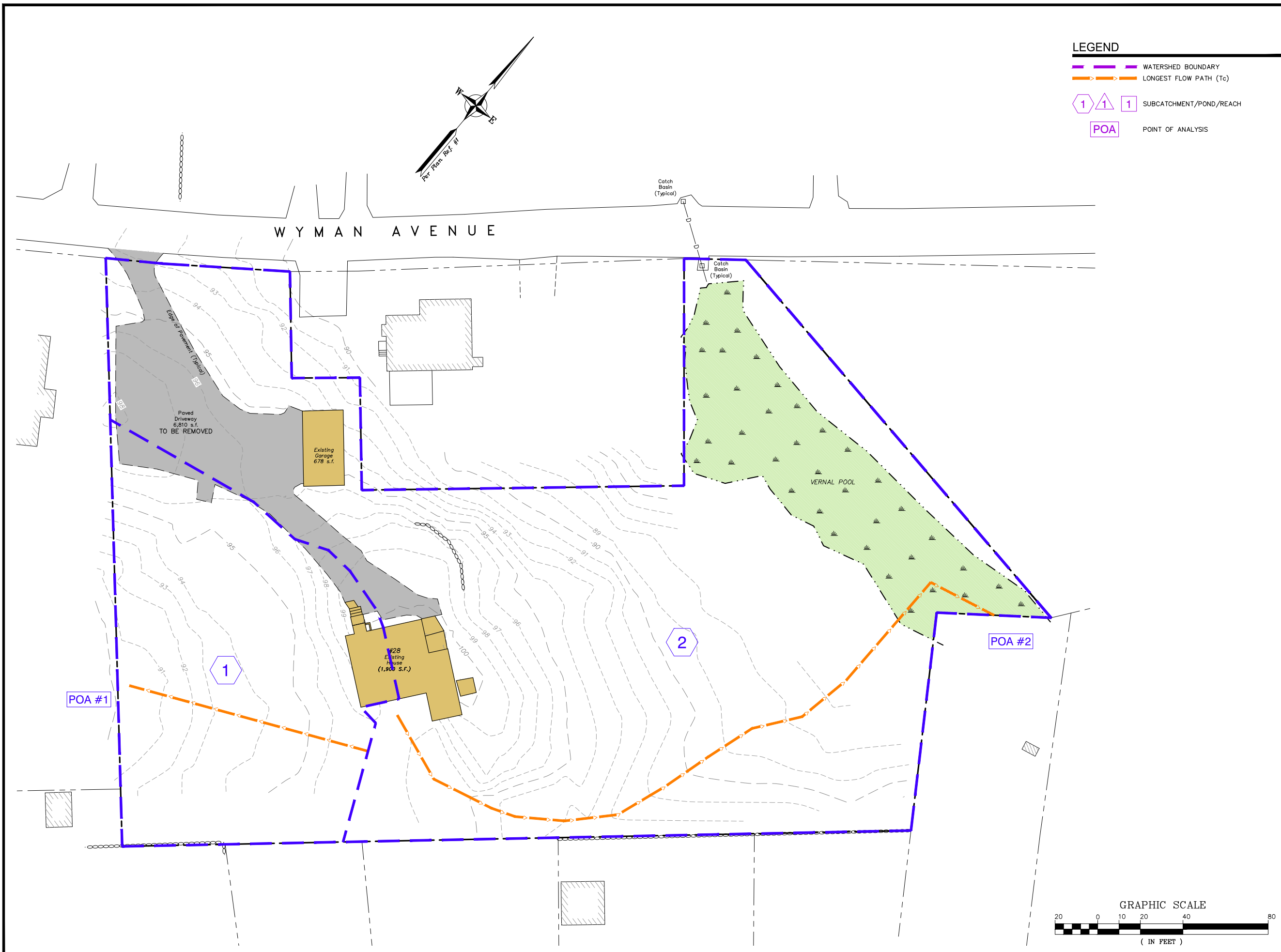


## Section 8

### Watershed Plans

Pre-Development Drainage Area Plan

Post-Development Drainage Area Plan



ENGINEER:

**ALTUS**  
ENGINEERING

133 Court Street  
(603) 433-2335

Portsmouth, NH 03801  
www.altus-eng.com

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THIS DRAWING HAS NOT BEEN  
RELEASED FOR CONSTRUCTION

ISSUED FOR: APPROVAL

ISSUE DATE: NOVEMBER 3, 2022

REVISIONS

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EBS	08/11/22
1	TOWN COMMENTS	EBS	11/03/22

DRAWN BY: RMB

APPROVED BY: EBS

DRAWING FILE: 5235CONDO.DWG

SCALE:  
(24"x36") 1" = 20'  
(11"x17") N.T.S.

OWNER/APPLICANT:

LUSITANO, LLC

JIM HIGGINS

119 KINGS HIGHWAY NO.

ELIOT, MAINE 03903

PROJECT:

WYMAN HILL

TAX MAP 16, LOT 148

28 WYMAN AVENUE  
KITTERY, MAINE

TITLE:

PRE-DEVELOPMENT  
WATERSHED PLAN

SHEET NUMBER:

DS - 1

P5235



ENGINEER:

**ALTUS**  
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JIM HIGGINS

119 KINGS HIGHWAY NO.

ELIOT, MAINE 03903

PROJECT:

WYMAN HILL

TAX MAP 16, LOT 148

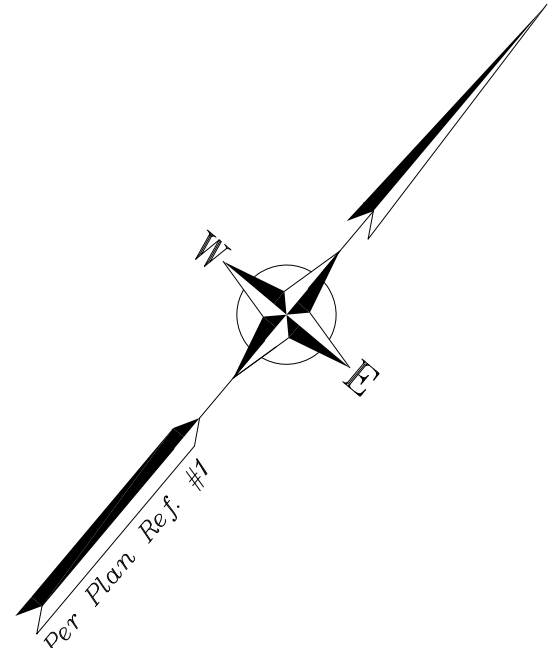
28 WYMAN AVENUE  
KITTERY, MAINE

TITLE:

POST-DEVELOPMENT  
WATERSHED PLAN

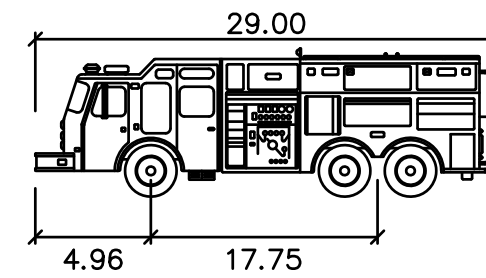
SHEET NUMBER:

DS - 2



TURNING MOVEMENT NOTES

1. THE GRAPHIC VEHICLE PROFILE SHOULD NOT BE CONSIDERED A COMPLETELY ACCURATE VISUAL DEPICTION OF THE DESIGN VEHICLE AND IS ONLY INTENDED TO CONVEY A GENERIC REPRESENTATION OF IT'S GENERAL APPEARANCE.
2. THIS PLAN IS INTENDED TO DEMONSTRATE THAT THE PROJECT AS DESIGNED SHOULD BE ABLE TO ADEQUATELY ACCOMMODATE ANY FIRE APPARATUS UP TO AND INCLUDING THIS DESIGN VEHICLE.
3. DESIGN VEHICLE PROFILE:

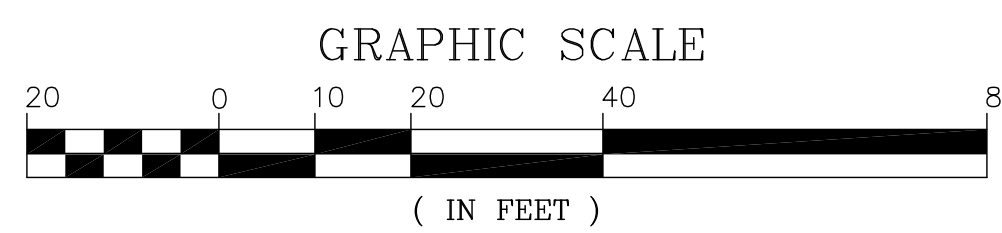


29' Fire Engine

	feet
Width	: 8.00
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 44.0

LEGEND

- FRONT TRACK
- REAR TRACK
- VEHICLE BODY/OVERHANG



ENGINEER:

**ALTUS**  
ENGINEERING

133 Court Street    Portsmouth, NH 03801  
(603) 433-2335    www.altus-eng.com

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ISSUED FOR: APPROVAL

ISSUE DATE: NOVEMBER 3, 2022

REVISIONS

NO.	DESCRIPTION	BY	DATE
0	INITIAL SUBMISSION	EBS	11/03/22

DRAWN BY: \_\_\_\_\_ RMB  
APPROVED BY: \_\_\_\_\_ EBS  
DRAWING FILE: 5235CONDO.DWG

SCALE:  
(24"x36") 1" = 20'  
(11"x17") N.T.S.

OWNER/APPLICANT:

LUSITANO, LLC  
JIM HIGGINS  
119 KINGS HIGHWAY NO.  
ELIOT, MAINE 03903

PROJECT:

**WYMAN HILL**

**TAX MAP 16, LOT 148**

28 WYMAN AVENUE  
KITTERY, MAINE

TITLE:

**TURNING MOVEMENT EXHIBIT**

SHEET NUMBER:

**EXH-1**

P5235

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## DEED OF SALE BY PERSONAL REPRESENTATIVE

---

KNOW ALL MEN BY THESE PRESENTS

That LINDA L. THERIAULT of Eliot, County of York and State of Maine, duly appointed and acting Personal Representative of the Estate of HARRY JOSEPH HANNIGAN a/k/a HARRY J. HANNIGAN, deceased, who died testate, as shown by the probate records of the County of York, Maine, Docket No. 2015-0936, and having given notice to each person succeeding to an interest in the real property described below at least ten (10) days prior to the sale, by the power conferred by the Probate Code, and every other power, for consideration paid, grants to LUSITANO LLC, a Maine Limited Liability Company, % Rui Monteiro-Claro with a mailing address of 119 Kings Highway North, Eliot, ME 03903, all the right, title and interest of the Estate in and to the following described real estate, together with the buildings thereon, situate in Kittery, County of York and State of Maine and bounded as follows:

SEE Exhibit A attached hereto and made a part hereof.

Maine R.E. Transfer Tax Paid

BEING the same premises conveyed by Amelia M. Hannigan to Harry J. Hannigan and Patricia A. Hannigan as joint tenants by Deed dated August 4, 1986 and recorded in the York County Registry of Deeds, Book 3961, Page 42. The said Patricia A. Hannigan predeceased her husband, leaving Harry J. Hannigan the surviving joint tenant.

WITNESS my hand and seal this 20th day of June, 2017.

Donna M. Reynolds  
Witness

Linda L. Theriault P.R.  
Linda L. Theriault  
Personal Representative  
of the Estate of  
Harry Joseph Hannigan  
a/k/a Harry J. Hannigan

STATE OF MAINE  
YORK, ss.

June 20, 2017

Then personally appeared the above-named LINDA L. THERIAULT in her said capacity as Personal Representative of the Estate of Harry Joseph Hannigan a/k/a Harry J. Hannigan and acknowledged the foregoing instrument to be her free act and deed,

Before me,

Donna M. Reynolds  
Donna M. Reynolds, Notary Public  
My commission expires 6/30/22



28 Wyman Avenue  
Kittery, Maine  
Kittery Map 16, Lot 148

EXHIBIT A

A certain lot or parcel of land with the existing house and garage and all other improvements located thereon, depicted as "TAX MAP 16, Lot 148, 82,839 square feet, 1.90 acres", on plan entitled, "Standard Boundary Survey for Property at 28 Wyman Avenue, Kittery, York County, Maine owned by Harry A. & Patricia J. Hannigan, 28 Wyman Avenue, Kittery, ME 03904," prepared by Easterly Surveying, Inc., 191 State Road, Suite #1, Kittery, Maine 03904, dated 4/3/08 and recorded in the York County Registry of Deeds on April 15, 2008 in Plan Book 329 at Page 7.



**BYLAWS**  
of  
**Wyman Hill Condominium Association**  
**28 Wyman Avenue, Kittery, Maine**

**ARTICLE 1**  
**INTRODUCTORY PROVISIONS**

**Section 1.1. Applicability.** These Bylaws ("Bylaws") shall relate solely to the property called **Wyman Hill Condominium**, located at 28 Wyman Hill, Kittery, Maine (the "**Property**"), more fully described in the Declaration of Condominium dated \_\_\_\_\_, 202\_\_, and the Plat and Plan referenced therein (collectively, the "**Declaration**"), recorded in the York County Registry of Deeds.

**Section 1.2. Definitions.** The capitalized terms used herein without definition shall have the same definitions as such terms have in the Declaration and the Maine Condominium Act, 33 M.R.S.A. §§1601-101 et seq. (the "Condominium Act" or "Act"). Unless otherwise provided, in the event of inconsistencies in definitions among the Declaration and the Condominium Act, the Declaration shall control.

**Section 1.3. Compliance.** Pursuant to the provisions of the Condominium Act, every Owner and all persons entitled to occupy a Unit shall comply with these Bylaws.

**Section 1.4. Name and Office.** The name of the Condominium is the "**Wyman Hill Condominium**" (the "**Condominium**"). The address of the Condominium is 28 Wyman Avenue, Kittery, Maine. The name of the Condominium association is "Wyman Hill Condominium Association" (the "**Association**") and its address is 28 Wyman Avenue, Kittery, Maine 03904. The office of the Condominium and the Association and the Executive Board shall be located at the Property or at such other place as may be designated from time to time by the Executive Board.

**Section 1.5. Incorporation of Statutory Law.** Except as expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of any applicable statute of the State of Maine.

**ARTICLE 2**  
**THE ASSOCIATION**

**Section 2.1. Membership.** The Association is a Maine nonprofit, non-stock corporation, all the members of which are the owners of Condominium Units in the Property (28 Wyman Avenue, Kittery, Maine). The Declarant, being the initial owner of all Units, initially shall constitute all of the members of the Association. A person shall automatically become a member of the Association at the time they record the legal title instrument (i.e. the deed) to their Unit in the York County Registry of Deeds, and they shall continue to be a member so long as they continue to hold title to such Unit. An Owner shall not be permitted to resign from membership in the Association prior to the time when they transfer title to their Unit to another. No membership may be transferred in any way except as appurtenant to the transfer of title to the Unit to which that membership pertains. Transfer of membership shall be automatic upon recordation of transfer of title, but the Association may treat the prior Owner as the member for all purposes until satisfactory evidence of the recording of the instrument transferring title shall be presented to the Secretary of the Executive Board. The date of recordation of an instrument of conveyance in the York County Registry of Deeds shall be determinative of all disputes concerning the date of transfer of title to any Unit



or Units. A mortgage conveyance of any Unit, however, shall not operate to transfer membership until the mortgage is foreclosed or the Unit sold in lieu of foreclosure.

**Section 2.2. Meetings.** Meetings of the Association shall be conducted in accordance with the following:

(a) Annual Meetings.

(1) Owners shall hold Annual Meetings for the purposes stated in Section 2.2. (a) (2) hereof (the “Annual Meeting”). The **Annual Meeting of the Owners shall be held on the first Saturday in the month of June of each year**, unless otherwise determined by the Association, and shall take place at the Property or at such locations as may be determined by the Association.

(2) The purpose of the Annual Meeting of the Association shall be to elect the members of the Executive Board unless the Executive Board is under the period of Declarant control pursuant to Section 12.1 of the Declaration, or unless such action is being taken pursuant to the provisions of Section 2.2. (b) hereof or Section 3.5. hereof, and to conduct such other business as may be required or permitted by law, the Declaration or these Bylaws to be done by a vote of Owners. The Treasurer of the Executive Board shall present at each Annual Meeting a financial report of the receipts and Common Expenses for the Association’s immediately preceding fiscal year, itemized receipts and expenditures, the allocation thereof to each Owner, and any changes expected for the present fiscal year. A copy of such financial report shall be sent to each Owner not less than five (5) days prior to the Annual Meeting.

(b) Special Meetings.

(1) The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon petition signed and presented to the Secretary by Owners entitled to cast at least fifty percent (50%) of the votes in the Association. The notice of any special meeting shall state the time, the place and purpose thereof. Such meetings shall be held within forty-five (45) days after receipt by the President of said resolution or petition; provided, however, if the purpose includes the consideration of the rejection of a capital expenditure pursuant to Section 5.8. hereof, such meeting shall be held within fifteen (15) days after receipt by the President of said resolution or petition. No business shall be transacted at a special meeting except as stated in the notice.

(2) Within sixty (60) days after the date of which all members of the Executive Board must resign pursuant to Section 12.1 of the Declaration, a special meeting of the Association shall be held at which all of the members of the Executive Board shall resign, and the Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect successor members of the Executive Board to act in the place of those resigning, subject to the terms of said Section 12.1 of the Declaration. The initial three (3) Board members shall be elected as a slate of candidates agreed upon by a majority of the Owners present at the meeting. One Board member shall be elected to a term of three (3) years, one shall be elected to a term of two (2) years and one shall be elected to a term on one (1) year. Thereafter, successor Board members shall be elected to a term of three (3) years.

(c) Notice. Notices to Owners of meetings of the Association or any meetings of the Executive Board that require Owner notification pursuant to the express terms of these Bylaws (subject to the notice terms of Section 3.3. (e) hereof which shall otherwise control) shall be delivered either: (1) by hand; (2) by prepaid U.S. mail to the mailing address designated in writing by the Owner to the Managing Agent or, in the absence of a Managing Agent, the Executive Board; or (3) by verifiable electronic mail to an address designated in writing for such purpose by the Owner to the Managing Agent or, in the absence of a Managing Agent, the Executive Board. If a notice sent to Owners pursuant to the foregoing sentence

includes an item on the proposed agenda that would require the approval of Eligible Mortgage Holders pursuant to Section 15.2 of the Declaration, a copy of such notice will also be sent to the Eligible Mortgage Holders. All such notices shall be delivered to all Owners (and Eligible Mortgage Holders, if applicable) not less than ten (10) nor more than sixty (60) days in advance of the date of the meeting to which the notice relates and shall state the date, time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws. The Secretary of the Executive Board shall cause all such notices to be delivered as aforesaid. Notice sent by mail shall be deemed to have been delivered on the second day after the date of mailing, in the case of notices by mail or electronic mail, or the date of deposit in the Owner's (or if applicable, in the Eligible Mortgage Holder's) mailbox in the case of hand delivery. No subject may be dealt with at any Annual Meeting or special meeting of the Association, unless the notice for such meeting stated that such subject would be discussed at such meeting.

(d) Quorum. Except as set forth below, the presence in person or by proxy of Owners to which at least **fifty one percent (51%)** of the total votes in the Association are allocated at the commencement of a meeting shall constitute a quorum at that meeting of the Association. If a quorum is not present, Owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than forty-eight (48) hours after the time for which the original meeting was called. If a meeting is adjourned, the quorum at such second meeting shall be deemed present throughout any meeting of the Association if Owners to which at least **fifty one percent (51%)** of the total votes in the Association are allocated are present in person or by proxy at the beginning of the meeting.

(e) Voting.

(i) Each Unit shall vote in accordance with **Exhibit B** attached to the Declaration, and each Owner shall be entitled to cast the such vote allocated to his Unit as set forth in the Declaration. When the ownership of a Unit is in more than one person, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. If more than one person owning such Unit is present, than such vote shall be cast only in accordance with the majority in interest of the Owners pursuant to Section 1603-110 of the Condominium Act. There shall be deemed to be majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. Subject to the requirement of the Condominium Act, wherever the approval or disapproval of an Owner is required by the Condominium Act, the Declaration or these Bylaws, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Unit at any meeting of the Association.

(ii) Except where a greater number is required by the Condominium Act, the Declaration or by these Bylaws, a majority vote of those present, in person or by proxy, at a duly convened meeting, with a quorum, is required to adopt decisions at any meeting of the Association. In all elections for Executive Board members, each Owner shall be entitled to cast for each vacancy to be filled at such election the number of votes allocated to the Unit or Units owned by such Owner. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected. If the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Unit owned by the Association may be cast. There shall be no cumulative or class voting or splitting of votes.

(iii) Notwithstanding anything to the contrary herein, during the period of Declarant control pursuant to Section 12.1 of the Declaration, the Annual Meetings and any Special Meetings of the Members shall be held only for the purpose of ratifying the budget, and no other matters shall be voted upon by Members during such period.

(f) Proxies. A vote may be cast in person or by proxy. If a Unit is owned by more than one person, each Owner of the Unit may vote through a duly executed proxy. Such proxy may be granted by any Owner only in favor of another Owner, the holder of a mortgage on a Unit or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only by actual receipt by the person presiding over the meeting of written notice of revocation from the grantor of the proxy. No proxy shall be valid for a period in excess of two years after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice.

(g) Actions of Association without a Meeting. Any action required or permitted to be taken by a vote of the Association may be taken without a meeting if all Owners shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the proceedings of the Association.

(h) Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a Minute Book all resolutions adopted at the meeting as well as keep a record of all transactions occurring at the meeting. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or these Bylaws, unless the application of such rules are waived before the start of any such meeting by a majority vote of all Owners present for such meeting. All votes shall be tallied by tellers appointed by the President.

**Section 2.3. Copies of Association Documents.** The Association shall have current copies of the Declaration, these Bylaws, the Rules and Regulations and any other rules concerning the Property as well as its own books, records and financial statements available for inspection by Owners. These documents shall be available during normal business hours.

### **ARTICLE 3** **EXECUTIVE BOARD**

**Section 3.1. Composition.** The affairs of the Association shall be governed by the Executive Board. The Executive Board shall consist of a minimum of **three (3)** and a maximum of **five (5)** members, as determined by the majority vote of the Owners from time to time. The Executive Board members shall be natural persons, and at least a majority of whom must be Unit Owners or spouses or domestic partners of Unit Owners, or in the case of an Owner that is a corporation, limited liability company, partnership, trust or estate, the appointed officer or agent thereof.

**Section 3.2. Election and Term of Office.**

(a) At the Annual Meeting of the Association, subject to Section 12.1 of the Declaration, the election of members of the Executive Board whose terms have expired shall be held. The term of office of any Executive Board member to be elected (except as may be set forth in Section 2.2. (b) (2), and Section 3.5. hereof) shall be fixed at one (1) year. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself or herself.

(b) Persons qualified to be members of the Executive Board may be nominated for election only as follows:

(1) Any Owner may submit to the Secretary at least thirty (30) days before the meeting at which the election is to be held a nominating petition signed by at least one Owner, together with the statement that the person nominated is willing to serve on the Executive Board and a biographical sketch of the nominee. The Secretary shall mail or hand deliver copies of the submitted items to every Owner together with the notice of such meeting; and

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

**Section 3.3. Meetings.** Meetings of the Executive Board shall be conducted in accordance with the following:

(a) **Time and Location.** The Executive Board shall hold an annual meeting within ten (10) days following the Annual Meeting of the Association for the purpose of electing officers, as more fully set forth in Article 4 hereof, and for any other purpose which may be required or permitted by law, the Declaration or these Bylaws to be done by a vote of the Executive Board. The Executive Board shall hold meetings at the call of the President or upon request to the President by at least a majority of the members of the Executive Board; provided however that:

(1) In any event, the Executive Board shall meet at least one (1) time each fiscal year (in addition to the annual meeting of the Executive Board), unless all members of the Executive Board shall waive such requirements as to a particular meeting or meetings;

(2) The first such Executive Board meeting shall be held promptly after the date on which the Declaration is recorded;

(3) There shall be a meeting of the Executive Board on or before the first day of the eleventh month of each fiscal year for the purpose of adopting the budget of the Association for the next following fiscal year of the Association; and

(4) The President shall call any Executive Board meeting requested by a majority of the members of the Executive Board for a date occurring not less than five (5) nor more than twenty (20) days after the receipt of such request.

The President shall designate the time and location of Executive Board meetings. No business shall be transacted at Executive Board meetings other than as specified in the notice thereof.

(b) **Notice.** Not less than forty-eight (48) hours prior to the time of any Executive Board meeting, a written notice stating the date, time and place of such meeting shall be delivered, in the same manner provided in Section 2.2(c) for Association meeting notices, to each Executive Board member at the address given to the Executive Board by such Executive Board member for such purpose. Any Executive Board member may waive notice of a meeting or consent to any action of the Executive Board without a meeting. An Executive Board member's attendance at a meeting in person or by telephone shall constitute his waiver of notice of such meeting.

(c) **Quorum of the Executive Board.** At all meetings of the Executive Board a **majority** of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute a decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at

which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

(d) Voting. Each Executive Board member shall be entitled to cast one vote. A vote of the majority of the members of the Executive Board present at any meeting at which a quorum is present shall bind the Executive Board for all purposes unless otherwise provided in the Declaration or these Bylaws.

(e) Organization, Notice, Attendance of Owners. Executive Board meetings may be held under such reasonable rules consistent with these Bylaws as the Executive Board may determine. The Executive Board is hereby entitled to promulgate such rules. Owners shall have the right to attend but not participate in meetings of the Executive Board in accordance with Section 1603-108 of the Condominium Act. In accordance with said Section 1603-108 of the Condominium Act, the Executive Board shall give timely notice reasonably calculated to inform Unit Owners of the date, time and place of and topics proposed to be discussed at meetings of the Executive Board. The notice may be given by a posting in a prominent place in the Common Elements or elsewhere, by e-mail or by other means, but actual notice need not be delivered to each Unit Owner. Failure of a Unit Owner to receive notice does not invalidate any action taken by the Executive Board at the meeting. Unit Owners have the right to attend meetings of the Executive Board, subject to reasonable rules established by the Executive Board. The Executive Board may restrict or prohibit attendance by Unit Owners and others during executive sessions. An executive session may be held only to: (a) Consult with the Association's attorney concerning legal matters; (b) Discuss existing or potential litigation or mediation, arbitration or administrative proceedings; (c) Discuss labor or personnel matters; (d) Discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the association at a disadvantage; or (e) Prevent public knowledge of the matter to be discussed if the Executive Board determines that public knowledge would violate the privacy of any person. A final vote or action may not be taken during an executive session.

(f) Conduct of Meetings. The President shall preside over all meetings of the Executive Board and the Secretary shall keep a Minute Book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meeting of the Executive Board if and to the extent such Rules are not in conflict with the Declaration or these Bylaws, unless the application of such rules are waived before the start of any such meeting by the majority of Executive Board members present at such meeting.

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

**Section 3.4. Resignation and Removal.** Except with respect to members designated by Declarant, at any regular or special meeting of the Association duly called, any one or more of the members of the Executive Board may be removed with or without cause by Owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by an Owner shall be given at least ten (10) days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon

transfer of title to his Unit. The Declarant shall have the right to remove and replace any and all members appointed by the Declarant at any time and from time to time until the required resignation date specified in Section 12.1 of the Declaration.

**Section 3.5. Vacancies.** Any vacancy or vacancies on the Executive Board, whether caused by resignation, removal, death, adjudication of, incompetency, or an increase in size of the Executive Board, shall be filled by the Executive Board with an interim appointee who shall serve until the next Annual Meeting of the Association at which time such vacancy may be filled by a majority vote of the Owners voting in person or by proxy at any one time at a duly convened meeting at which a quorum is present (more than 50 % of quorum), provided, however, that the Declarant shall have the right to fill any vacancy created by the resignation, death, or adjudication of, incompetency of a member who had been appointed by the Declarant and had not been elected by the Owners. If the vacancy results from removal by the Association, the election of a new member or members may be held at the same meeting where such removal takes place and notice of a petition for removal shall be considered notice of an election to fill each vacancy so caused. The vote of Owners to which more than fifty percent (50%) of the votes present at such meeting in person or by proxy (more than 50% of Quorum) shall cause the postponement of the election to a later date, but if such vacancy is not filled within sixty (60) days after it occurs, the Executive Board shall promptly thereafter elect a replacement.

**Section 3.6. Compensation.** No member of the Executive Board shall receive compensation for performing his duties as a member of the Executive Board unless such compensation is expressly authorized or approved by a vote of Owners to which more than fifty percent (50%) of the votes in the Association are allocated, at any Annual or special meeting of the Association. Executive Board Members shall be entitled to reimbursement for all reasonable expenses they incur in carrying out their duties.

**Section 3.7. Validity of Contracts with Interested Executive Board Members.** No contract or other transaction between the Association and one or more of its Executive Board members or between the Association and any corporation, firm or association in which one or more of the Executive Board members are directors or officers, or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board and is noted in the minutes thereof, and the Executive Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Executive Board Member or members; or

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

**Section 3.8. Inclusion of Interested Executive Board Members in a Quorum.** Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 3.7. hereof.

**Section 3.9. Powers of the Executive Board.**

(a) Enumeration. The Executive Board shall have all of the powers and duties granted by the Condominium Act and the laws governing nonprofit corporations or both.

(b) Limitation. Nothing in this Section or elsewhere in these Bylaws shall be considered to grant to the Executive Board or to the officers of the Association any powers or duties which, by law, are possessed by Owners. Unless otherwise provided herein or in the Condominium Act or in the Declaration, the Executive Board, unless under the period of Declarant control pursuant to Section 12.1 of the Declaration, shall comply with the instructions of Owners to which more than two-thirds (2/3) of the votes in the Association are allocated present in person or by proxy, as expressed in the resolution duly adopted at any Annual or special meeting of the Owners.

(c) Delegation of Powers; Managing Agent. The Executive Board may employ for the Condominium a Managing Agent at a compensation established by the Executive Board. The Managing Agent shall perform such duties and services as the Executive Board shall authorize, including, but not limited to all of the duties listed in the Declaration and these Bylaws; provided, however, where a Managing Agent does not have the power to act under the Declaration or these Bylaws, the Managing Agent may act as an advisor or in an advisory capacity to the Executive Board. The Executive Board may delegate to the Managing Agent all of the powers granted to the Executive Board by the Condominium Act, the Declaration and these Bylaws other than the following powers: (i) to adopt an annual budget and any amendment thereto or to assess Common Expenses; (ii) to designate repeal or amend rules and regulations; (iii) to designate signatories on Association bank accounts; (iv) to borrow money on behalf of the Association; (v) to acquire mortgages on Units; and (vi) to assign Common Elements as Limited Common Elements. Any contract with the Managing Agent must provide that it shall be cancelable by either party without cause and without a termination fee upon not less than sixty (60) days nor more than ninety (90) days written notice and shall be cancelable by the Executive Board with cause upon not less than thirty (30) days written notice. Any such contract negotiated by the Declarant shall meet all requirements of this Section 3.9. (c) for contracts negotiated by the Association and shall not exceed one year but may be renewed upon consent of the Association.

## **ARTICLE 4**

### **OFFICERS**

**Section 4.1. Election.** Subject to Article 12 of the Declaration, at the first meeting of the Executive Board, and at every Annual Meeting of the Executive Board thereafter the Executive Board members, if a quorum is present, shall elect Executive Board officers of the Association for the following year, such officers to serve for a one year term and until their respective successors are elected. The officers to be elected are: President, Secretary, Treasurer and such other officers as the Executive Board shall determine. Each officer may serve an unlimited number of terms so long as such member or officer continues to be reelected to the Executive Board. Any member may hold two offices simultaneously, except that the President shall not hold any other office.

**Section 4.2. Duties.** The duties of the officers shall be as follows:

(a) President. The President shall be the chief executive officer of the Association and the chairperson of the Executive Board. The President shall be responsible for implementing the decisions of the Executive Board and in that capacity shall direct, supervise, coordinate and have general control over the affairs of the Association and the Executive Board, subject to the limitations of the laws of the State of Maine, the Condominium Documents and the actions of the Executive Board. The President shall have the power to sign checks and other documents on behalf of the Association and the Executive Board, or both, with or without the signatures of any other officers as may be determined by the Executive Board. The President shall preside at all meetings of either body at which he is in attendance and shall be a member of

all committees. If the President is absent from such meetings the senior officer of the Association present at such meeting shall preside, and in the absence of any officer, the body holding the meeting shall elect a person to preside. If the Executive Board so provides, the President also shall have any or all of the powers and duties ordinarily attributable to the chief executive officer of a corporation domiciled in Maine.

(b) Secretary. Unless otherwise determined by the Executive Board, the Secretary shall keep or cause to be kept all records (or copies thereof if the original documents are not available to the Association) of the Association and the Executive Board shall have the authority to affix the seal of the Association to any documents requiring such seal. The Secretary shall give or cause to be given all notices as required by law, the Declaration or these Bylaws, shall take and keep or cause to be taken and kept minutes of all meetings of the Association, the Executive Board and all committees, and shall take and keep or cause to be taken and kept at the Association's office a record of the names and addresses of all Owners as well as copies of the Declaration, the Plat and Plan, these Bylaws and the Rules and Regulations, all of which shall be available at the office of the Association for inspection by Owners or prospective Owners during normal business hours and for distribution to them at such reasonable charges (if any) as may be set from time to time by the Executive Board. The Secretary shall keep or cause to be kept the register of Eligible Mortgage Holders. The Secretary shall also perform all duties and have such other powers as are ordinarily attributable to the Secretary of a corporation domiciled in Maine.

(c) Treasurer. Unless otherwise determined by the Executive Board, the Treasurer shall have the charge and custody of, and be responsible for, all funds and securities of the Association, shall deposit or cause to be deposited all such funds in depositories as the Executive Board may direct, shall keep or cause to be kept correct and complete accounts and records of all financial transactions of the Association and the Executive Board and shall submit or cause to be submitted to the Executive Board and the Association such reports thereof as the Condominium Act, the Declaration, the Executive Board, or these Bylaws may from time to time require. Such records shall include, without limitation, chronological listings of all receipts and expenditures on account of the Common Elements, Limited Common Elements, and each Unit, the amount of each assessment for Common Expenses and expenses accessible to individual Units, if any, and the amount paid and the amounts due on such assessments. Such records shall specify and itemize the maintenance, repair and replacement expenses relating to the Common Elements and the Limited Common Elements and any other expenses incurred by the Association. The foregoing financial records shall be kept at the Association's office and shall be available there for inspection by Owners or prospective Owners during normal business hours. The Treasurer shall, upon request, provide any person who shall have entered into a written agreement to purchase a Unit with a written statement of the information required to be provided by the Association pursuant to Sections 1603-116 (h) and 1604-108 (b) of the Condominium Act. The Treasurer shall also perform such duties and have such powers as are ordinarily attributable to the Treasurer of a corporation domiciled in Maine. The Executive Board may grant to the Treasurer the power to sign checks on behalf of the Association, with or without the signatures of any other officers, subject to any terms or limitations as may be determined by the Executive Board in its discretion.

**Section 4.3. Compensation.** The officers of the Executive Board shall serve without compensation for their services in such capacity unless such compensation is expressly authorized or approved by a vote of Owners to which more than fifty percent (50%) of the votes in the Association are allocated to any Annual or special meeting of the Association. Officers of the Executive Board shall be entitled to reimbursement for all reasonable expenses they incur in carrying out their duties.

**Section 4.4. Resignation and Removal.** Any officer may resign at any time by written notice to the Executive Board, such resignation to become effective at the next Executive Board meeting. Any officer who ceases to be a member of the Executive Board for any reason also shall be deemed to have resigned or been removed, ipso facto, from any Executive Board office he may have held. Any officer may be removed from his office at any time by a majority vote of the Executive Board whenever in the judgment



of the Executive Board members the interests of the Association will be best served thereby, or by the vote of the Association with or without cause, in the same manner as set forth for the removal of Executive Board members in Section 3.4. hereof.

**Section 4.5. Vacancies.** Vacancies caused by resignation or removal of officers or the creation of new officers may be filled by a majority vote of the Executive Board members, if the vacancy resulted from action of the Executive Board. If, however, the vacancy resulted from action by the Association, such vacancy shall be filled in the same manner as set forth in Section 3.5. hereof for filling Executive Board vacancies.

## **ARTICLE 5**

### **COMMON EXPENSES; BUDGETS**

**Section 5.1. Fiscal Year.** The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board; provided, however, that the first fiscal year shall begin upon the recordation of the Declaration and end on December 31 of the same year.

**Section 5.2. Preparation and Approval of Budget.**

(a) **Adoption.** At least sixty (60) days before the beginning date of each fiscal year, but not more than one hundred and eighty (180) days before such date, the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements, Limited Common Elements, and Limited Common Property, in accordance with Article 14 of the Declaration; and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses or Limited Common Expenses by the Condominium Act, the Declaration, these Bylaws or a resolution of the Association and which will be required during the ensuing fiscal year for management and administrative expenses; the amount of such reserves as shall be reasonably established by the Executive Board including operating contingency reserves for expenses both unanticipated and extraordinary and reserves for periodic maintenance, repair and replacement of the Common Elements, Limited Common Elements, and Limited Common Property; and such other expenses of the Association as may be approved by the Executive Board including operating deficiencies, if any, for prior periods.

(b) **Summary of Budget.** Within thirty (30) days after the adoption of the budget as set forth above, the Executive Board shall provide a summary of the budget to the Owners in a reasonably itemized form (together with a copy of such budget) that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Owner's assessments for Common Expenses of the Association.

(c) **Ratification of Budget.** The Executive Board shall set and notice a date for a meeting of the Owners to consider ratification of such budget not less than fourteen (14) days nor more than thirty (30) days after mailing of such budget and summary. The meeting set by the Board for such ratification may coincide with the annual meeting as described in Section 2.2 (a). Unless at that meeting a majority of all the Owners reject such budget, such budget is ratified, whether or not a quorum is present. In the event such proposed budget is rejected, the budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board.

(d) **Reasonable Efforts.** The Executive Board, shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.

**Section 5.3. Assessment and Payment of Common Expenses.**

(a) **Common Expenses.** The Executive Board shall calculate the Assessments for Common Expenses against each Unit by multiplying the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Executive Board for the fiscal year in question by the Percentage Interest of each Unit, as such Percentage Interests are defined in the Declaration. Such assessments shall be due and payable in accordance with the Rules and Regulations of the Condominium and, in any event, prior to an Owner's occupancy of his or her Unit Interest and shall be a lien against each Owner's Unit Interest as provided in the Condominium Act or in the Declaration. Assessments not paid on the date when due shall be subject to late interest at a rate of up to eighteen percent (18%) per annum as determined by the Executive Board.

Within ninety (90) days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Owner and to each record holder of a first mortgage or a Land Installment Contract on a Unit who has registered an address with the Secretary and requested to receive the accounting, an itemized accounting of the Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Common Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Owners in equal shares and shall be payable as a Special Assessment, in such manner as the Executive Board may determine.

(b) **Reserves.** Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against reserves for working capital, operations, contingencies, and replacements. If the reserves are deemed to be inadequate for any reason, including non-payment of any Owner's assessments, the Executive Board may at any time levy further assessments for Common Expenses which shall be assessed against the Owners or in accordance with their Percentage Interests and shall be payable as a special assessment, in such manner as the Executive Board may determine.

**Section 5.4. Further Assessments.** The Executive Board shall serve notice on all Owners of any further assessments or special assessments pursuant to Sections 5.3(a), or 5.3(b) or otherwise as permitted or required by the Condominium Act, the Declaration and these Bylaws by a statement in writing giving the amount and reasons therefor, and such further assessments, unless otherwise specified in the notice, shall become effective ten (10) days after the delivery of such notice of further assessments. All Owners so assessed shall be obligated to pay the amount of such further assessments. Such assessments shall be a lien as of the effective date set forth in the preceding Sections 5.3(a) and 5.3(b). Special Assessments shall be approved by the Association in accordance with Section 1603-103(g) of the Act and shall be due and payable in the manner and on the date set forth in the notice thereof.

**Section 5.5. Initial Budget.** At or prior to the time assessment of Common Expenses commences, the Executive Board shall adopt the budget, as described in this Article 5, for the period commencing on the date of the recording of the Declaration in the York County Registry of Deeds and ending on the last day of the fiscal year during which such commencement date occurs. Assessments shall be levied and become a lien against the Owners during such period as is provided in Section 5.3. above.

**Section 5.6. Effect of Failure to Prepare or Adopt Budget.** The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Owner shall continue to pay each Assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

**Section 5.7. Accounts.** All sums collected by the Executive Board with respect to assessments against the Owners or from any other source may be commingled into a single fund, except that the portion of the assessment allocated to property taxes, for both real and personal property, shall be deposited and maintained in an escrow account pursuant to 33 M.R.S.A. §593(5). All books and records of the Association shall be kept in accordance with good and accepted accounting practices. The Association shall make a financial statement for the preceding fiscal year available to any holder, insurer or guarantor of a first Mortgage secured by a Unit who submits a written request therefor to the Association.

**Section 5.8. Limitations on Expenditures and Borrowing.** Anything herein to the contrary notwithstanding, the Association, by a unanimous vote of all Units in the Association, may reject any capital expenditure or borrowing approved by the Executive Board, within thirty (30) days after approval by the Executive Board; provided, however, that this Section shall not apply to the Executive Board so long as a majority of its members are appointed by the Declarant pursuant to Section 10.1 of the Declaration.

**Section 5.9. Statement of Common Expenses.** The Executive Board shall promptly provide any Owner, contract purchaser or proposed Mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses and Limited Common Expenses, if any, due from such Owner. The Executive Board may impose a reasonable charge for the preparation of such statement to cover the cost of its preparation, to the extent permitted by the Condominium Act.

## **ARTICLE 6**

### **REPAIR OR RECONSTRUCTION**

**Section 6.1. Restoration of Property Out of Common Expense Fund.** Damage to or destruction of the Common Elements shall be promptly repaired and restored by the Association in accordance with the provisions of Article 7 of the Declaration, Sections 1603-113 (e) and (h) of the Condominium Act, as the same may be amended from time to time. The Executive Board shall be responsible for accomplishing the full repair or reconstruction, which shall be paid out of the Common Expense fund. The disbursement of funds for such repair or reconstruction shall, at the option of the Executive Board, be made only as the work progresses upon approval of a qualified architect who shall have furnished a description satisfactory to the Executive Board of the costs involved and the services and materials to be furnished by the contractors, subcontractors and materialmen. Owners may apply the proceeds from their individual property insurance policies, if any, to the share of such Common Expenses as may be assessed to them. The Executive Board shall be responsible for restoring the Property only to substantially the same condition as it was immediately prior to the damage. If any physical changes are made to any restored Common Elements, or any combination of them, which renders inaccurate the Plat and Plan then of record, the Executive Board shall record amended Plat and Plan showing such changes.

## **ARTICLE 7**

### **AMENDMENTS TO BYLAWS; NOTICE RIGHTS OF MORTGAGE HOLDERS, INSURERS, GUARANTORS**

**Section 7.1. General Requirements for Amendment of Bylaws; Consent of Declarant or Mortgage Holders; Amendments of a Material Nature; Curative Amendments to Bylaws.**

(a) Except as otherwise provided in any one or more of these Bylaws, the Declaration or the Condominium Act, these Bylaws may not be amended during Declarant's Period of Declarant Control (as defined in the Declaration) unless the Declarant consents to said amendment. If the Declarant consents, or otherwise after the Declarant's Period of Declarant Control has expired, the Bylaws may be amended by the vote of the Owners entitled to cast a majority of the votes in the Association, cast in person or by proxy at a meeting duly held in accordance with the provisions of these Bylaws.

Provided further, however, that if such amendment shall make any change which would have a material effect upon any reserved Declarant Rights, Special Declarant Rights, or other reserved rights or easements that may be retained by the Declarant under the Declaration after the termination of the Period of Declarant Control, such amendment shall require the written joinder of the Declarant; and further provided that no amendment seeking (i) to abandon, encumber, sell or transfer any portion of the Common Elements, or (ii) to abandon or terminate the condominium form of ownership of the Property except as otherwise provided in the Declaration, shall be effective without the prior written approval of all Eligible Mortgage Holders and all holders of Land Installment Contracts encumbering the Units.

(b) Notwithstanding the foregoing, amendments of a material nature must be approved by Owners entitled to cast at least sixty-seven percent (67%) of the total allocated votes in the Association and by Eligible Mortgage Holders representing at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders. A change to any of the following, except where such change may be affected by the Declarant, would be considered material:

- i. voting rights;
- ii. assessments, assessment liens, or subordination of assessment liens;
- iii. reserves for maintenance, repair and replacement of Common Elements;
- iv. responsibility for maintenance and repairs;
- v. reallocation of interests in the Common or Limited Common Elements, or rights to their use;
- vi. boundaries of any Unit;
- vii. convertibility of Units into Common Elements or Common Elements into Units;
- viii. expansion or contraction of the Condominium; or the addition, annexation or withdrawal of property to or from the Condominium;
- ix. insurance;
- x. leasing of Units;
- xi. imposition of any restrictions on an Owner's right to sell or transfer his or her Unit;
- xii. a decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgage Holder;
- xiii. restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;
- xiv. any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- xv. any provisions that expressly benefit holders, insurers or guarantors of mortgages on the Units.

If the amendment is not of such a material nature, such as the correction of a technical error or the clarification of a statement, the approval of an Eligible Mortgage Holder may be assumed when that Eligible Mortgage Holder has failed to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made.

**Section 7.2. Amendments to the Declaration and Bylaws.** The Declaration and Bylaws may be amended pursuant to the provisions of the Condominium Act, the Declaration and these Bylaws. The President is empowered to prepare and execute any amendments to the Declaration and Bylaws on behalf of the Association and the Secretary or any Assistant Secretary is empowered to attest, seal with the Association's corporate seal and record at the York County Registry of Deeds any such amendments on behalf of the Association.

**Section 7.3. Notice Rights of Mortgage Holders, Insurers, Guarantors.**

(a) **Notice.** The Association shall send timely prior written notice by prepaid United States mail to holders, insurers, and guarantors of the mortgage on any Unit of the following matters:

(i) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage;

(ii) any sixty (60) day delinquency in the payment of assessments or other charges owed by the Owner of any Unit securing the mortgage;

(iii) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and

(iv) any proposed action that requires the consent of fifty one percent (51%) of the Eligible Mortgage Holders.

(b) **Request for Notice Required.** To receive the written notice provided in this Section 7.3, the mortgage holder, insurer, or guarantor shall send a written request for this information to the Association, stating both its name and address and the Unit number or address of the Unit on which it holds, insures, or guarantees the mortgage.

## **ARTICLE 8**

### **GENERAL PROVISIONS**

**Section 8.1. Severability.** The provisions of these Bylaws shall be deemed independent and severable and the invalidity, partial invalidity or unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision or portion thereof unless the deletion of such invalid or unenforceable provision shall destroy the uniform plan for development and operation of the Property which the Declaration and these Bylaws are intended to create.

**Section 8.2. Conflicts.** The Acts and the Declaration shall control in the event of any conflict between the provisions thereof and the provisions of these Bylaws. The Act, the Declaration and these Bylaws shall control in the case of any conflict between the provisions thereof and the provisions of the Rules and Regulations.

**Section 8.3. Notices.** All notices or other communications required or permitted under these Bylaws shall be in writing and shall be deemed to have been given when personally delivered or on the second business day after the day on which mailed by regular U.S. mail, postage prepaid (or otherwise as the Condominium Act may permit), (a) if to an Owner at the single address which the Owner shall designate in writing and file with the Managing Agent, or Secretary if no Managing Agent, or, if no such address is designated, at the address of the Unit of such Owner, or (b) if to the Association, the Executive Board or to the Managing Agent, at the principal office of the Association and to the Managing Agent or at such other address as shall be designated by notice in writing to the Owners pursuant to this Section. If a Unit is owned by more than one person, each such person who so designates a single address in writing to the Managing Agent, or Secretary if no Managing Agent, shall be entitled to receive all notices hereunder.

**Section 8.4. Headings.** The headings preceding the various Sections of these Bylaws and any Table of Contents are intended solely for the convenience of readers of the Bylaws and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

**Section 8.5. Gender.** The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

**Section 8.6 Disputes Among Owners.** Any dispute among or between Owners concerning any Condominium business, the Condominium Documents as defined in the Declaration, or these Bylaws shall be resolved through binding arbitration or mediation as provided in Section 12.2(a) of the Declaration.

## **ARTICLE 9**

### **CORPORATE SEAL**

**Section 9.1. Seal.** The form of the seal of the Association shall contain the name of the Association and the State of Maine.

## DECLARATION OF CONDOMINIUM

### Wyman Hill Condominium Kittery, Maine

#### ARTICLE 1 SUBMISSION

**Section 1.1.** Submission of Property. Lusitano LLC, a Maine limited liability company ("**Declarant**"), owner in fee simple of the land described in Exhibit A annexed hereto, located at 28 Wyman Avenue, Town of Kittery, York County, Maine (the "**Land**"), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereunto belonging (the "**Property**") to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act ("**Condominium Act**" or "**Act**") and hereby creates with respect to the Property a condominium, to be known as the "Wyman Hill Condominium" (the "**Condominium**"). The Property is also shown on the plan entitled Wyman Hill - Condominium Site Plan, prepared by Altus Engineering, Inc. and North Easterly Surveying, Inc. dated < >, and recorded in the York County Registry of Deeds in Condominium File \_\_\_\_\_, Page \_\_\_\_\_ (hereinafter the "**Plat**" or "**Plan**" or "**Plat and Plan**").

**Section 1.2.** Name and Address of Condominium. The name of the Condominium shall be the "**Wyman Hill Condominium.**" The address of the Condominium is 28 Wyman Avenue, Kittery, Maine. The name of the unit owners association is the "**Wyman Hill Condominium Association**" (the "**Association**") and its address is 28 Wyman Avenue, Kittery, Maine 03904.

**Section 1.3.** Description of Condominium Development. The Condominium consists of the Land described in the above referenced Exhibit A and the condominium buildings consisting of three (3) Units (the "**Units**") as identified on the Plat and Plan.

#### ARTICLE 2 DEFINITIONS

**Section 2.1.** Terms Defined in the Act. Capitalized terms are defined herein or in the Plat and Plan, otherwise they shall have the meanings specified or used in the Condominium Act. In the case of conflict between the meanings specified or used in the Act, those meanings specified or used in the Condominium Act shall control.

**Section 2.2.** Terms Specifically Defined in this Declaration. In addition to the terms hereinabove defined, the following terms shall have the following meanings in this Declaration, the Bylaws, and Plat and Plan:

(a) "Assessment" means the Owner's share of the anticipated Common Expenses, allocated by Percentage Interest, for the Association's fiscal year as reflected in the budget adopted by the Executive Board for such year.

(b) "Assignable Common Element" means a Limited Common Element, such as a parking space, that may be assigned to a specific Unit Owner by the Executive Board.

(c) "Association" means the unit owners' association of the Condominium, which is known as "Wyman Hill Condominium Association".

(d) "Buildings" (or in the singular, a "Building") means any residential, service or recreational structure or other improvement now or hereafter constructed on the Property.

(e) "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to Section 1603-106 of the Condominium Act, as such document may be amended from time to time. The initial set of Bylaws are attached at Exhibit C. Any amendment of the Bylaws shall not be effective until adopted in accordance with the provisions thereof and recorded at the York County Registry of Deeds.

(f) "Common Elements" (or in the singular, a "Common Element") means those parts of the Property other than the Units as described either in the Condominium Act as being Common Elements or described herein as being Common Elements.

(g) "Common Expenses" means expenditures made by or financial liabilities of the Association together with any allocations to reserves.

(h) "Condominium" means the Condominium described in Section 1.1 above.

(i) "Condominium Documents" means the Declaration, Plat and Plan, Bylaws, and Rules and Regulations.

(j) "Declarant" for purposes of this Declaration means the Association.

(k) "Declaration" means this document, as the same may be amended from time to time.

(l) "Eligible Mortgage Holder" means the holder of a recorded first mortgage on a Unit, or the holder of a recorded or unrecorded Land Installment Contract, which has delivered written notice to the association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefor, which notice shall state the mortgagee's name and address, the Unit Owner's name and address, and the identifying number of the Unit, and shall state that the mortgage is a recorded first mortgage. Such notice shall be deemed to have been given reasonably prior to the proposed actions described in Section 15.2 if sent at the time notice thereof is given to the Unit Owners.

(m) "Executive Board" means the Executive Board of the Association. The terms executive Board and Board of Directors shall be interchangeable.

(n) "Insurance Trust Agreement" means that certain agreement, if any, between the Association and the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Section 16.3 hereof.

(o) "Insurance Trustee" means the entity responsible for the management and disbursement of insurance proceeds pursuant to the Insurance Trust Agreement, if any.

(p) "Land Installment Contract" means a contract under which the an Owner agrees to sell or otherwise convey a Unit or other real property interest in a Unit or any portion thereof to a buyer and that buyer agrees to pay the purchase price in subsequent payments and the Owner retains title to the Unit as security for the buyer's obligation under the Contract. The Owner may assign its rights under the Contract to any third party.



(q) "Limited Common Elements" (or in the singular, a "Limited Common Element") means those parts of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units, as described either in the Condominium Act as being Limited Common Elements or described herein or in the Condominium Documents as being Limited Common Elements. In the event of any discrepancy between the Condominium Act and Condominium Documents, the terms of the Condominium Documents shall control with respect to Limited Common Elements.

(r) "Limited Common Expenses" mean: (a) the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element which shall be assessed in accordance with Section 14.2, or as otherwise provided, against the Unit(s) to which that Limited Common Element is assigned, as more particularly set forth in Section 14.2; and (b) the Common Expenses benefiting fewer than all the Units, including without limitation expenses for services benefitting fewer than all the Units, which shall be assessed exclusively against the Unit(s) benefited as permitted by to Section 1603-115(c) of the Condominium Act and as more particularly set forth in Section 14.2.

(s) "Manager" or "Managing Agent" means the agent of the management company appointed by the Association to manage the Condominium.

(t) "Mortgagee" means the holder of any recorded mortgage encumbering one or more of the Units or the holder of a recorded or unrecorded Land Installment Contract.

(u) "Owner" means the record owner or owners of a Unit but does not include a person or entity having an interest in a Unit solely as security for an obligation.

(v) "Percentage Interest" means the undivided interest in the Common Elements appurtenant to a Unit, as set forth on Exhibit B attached hereto, as the same may be amended from time to time.

(w) "Property" means the Property described in Section 1.1 above.

(x) "Plat and Plan" means the Plat and Plan as defined in Section 1.1 above, which is recorded in the York County Registry of Deeds, and as such may be amended from time to time.

(y) "Record" means to record in the York County Registry of Deeds.

(z) "Rules and Regulations" means such rules and regulations as are promulgated by the Executive Board from time to time with respect to the use of all or any portion of the Property.

(aa) "Special Assessment" means an Owner's share of any assessment made by the Executive Board in addition to the Assessment.

(bb) "Unit" means a physical portion of the Condominium created by this Declaration or any amendment thereto and designated for separate ownership or occupancy, the boundaries of which are described in Article 3.

**Section 2.3.** Provisions of the Condominium Act. The provisions of the Condominium Act shall apply to and govern the operation and governance of the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Condominium Documents.

### **ARTICLE 3** **UNIT BOUNDARIES**

**Section 3.1. Units.** This Declaration creates three (3) residential condominium units on the Land as identified on the Plan and on the schedule attached hereto as **Exhibit B**. The maximum number of units is three (3) Units. The attached **Exhibit B** lists of all Units, their identifying numbers, common element interest, common expense liability and percentage vote appurtenant to each Unit.

**Section 3.2. Unit Boundaries.** The boundary lines of each Unit are as shown on the Plat and Plan and shall conform with unit boundaries as described in the Act to the extent not described below:

(1) Horizontal or Upper and Lower Boundaries of each Unit shall be the following boundaries extended to the vertical (perimetric) boundaries: (a) Upper Boundary: the plane of the exterior, outer finished surface of the building comprising a unit; and (b) Lower Boundary: the horizontal, lower outer surface of the foundation or slab of the Unit; and

(2) Vertical (perimetric) Boundaries shall be the exterior, outer finished surface of the exterior walls, windows, and foundations bounding the Unit extended to intersections with each other and with the horizontal boundaries. Any awnings, window boxes, doorsteps, stoops, decks, porches, balconies, patios, chimneys, and flues designed to serve a single unit but which are located outside a Unit's boundaries are Limited Common Elements allocated exclusively to that Unit.

**Section 3.3. Relocation of Unit Boundaries.** Relocation of boundaries between Units will be permitted subject to compliance with the provisions therefor in Section 1602-112 of the Condominium Act and subject to compliance with any conditions, restrictions or requirements imposed by the Executive Board. The cost for preparation and recordation of any documents required for the relocation of boundaries between Units shall be chargeable to the Units involved as a Special Assessment. Subdivision of Units is not permitted.

#### **ARTICLE 4**

#### **DESCRIPTION AND ALLOCATION OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND LIMITED COMMON PROPERTY**

**Section 4.1. Description of Common Elements.** Common Elements shall consist of all of the Property except the individual Units, and shall include (a) the land, lawns, trees, any vegetated areas, signage, any common paved areas, walkways, or driveways as identified on the Plat and Plan, and any common facilities or storage buildings, (b) any pipes, ducts, electrical and communications wiring and conduits, public and private utility lines, sanitary sewer and sewer lines to each Unit and any sewer pump stations, water lines and distribution to each Unit, storm and unit drainage systems, (c) any exterior lighting, fixtures, and other improvements located outside of the Unit boundaries, and (d) any easements as set forth in **Exhibit A** that benefit the Property; and in addition, all other parts of the Property necessary and convenient to its existence, maintenance and safety, normally in common use as defined in the Condominium Act, except such parts of the Property as may be specifically excepted or reserved herein or in any exhibit attached hereto. Each Owner shall have the right to use the Common Elements in common with all other Owners, as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective Owners and guests, tenants, and other authorized occupants, licensees, and visitors of the Owner. The use of the Common Elements and the rights of the Owners with respect thereto shall be subject to and governed by the provisions of the Act and Condominium Documents.

**Section 4.2. Description of Limited Common Elements.** Limited Common Elements shall mean those portions of the Buildings defined as such pursuant to the Condominium Act and located outside of the Unit boundaries or as otherwise identified and designated as Limited Common Elements on the Plat and Plan, or by Section 4.3 hereof. Those portions of the Limited Common Elements serving only the Unit above, below, or adjacent to such Limited Common Element, as the case may be, are Limited Common Elements allocated exclusively to the Unit that they serve. Additionally, notwithstanding the terms of Section 4.1 above, those portions of the Common Elements serving only one Unit and which are located in any Limited

Common Element area allocated to a specific Unit as shown on the Plat and Plan, are Limited Common Elements allocated exclusively to such Unit.

**Section 4.3.** Specified Limited Common Elements. Without limitation, the following portions of the Buildings or the Property are hereby designated as Limited Common Elements: shutters, awnings, window boxes, any individual unit mailboxes, doorsteps, stoops, steps, porches, balconies, patios, decks, driveways, light posts, exterior propane tanks and related lines, and other fixtures designed to serve a single unit but located outside a Unit's boundaries are Limited Common Elements allocated exclusively to that unit. Furthermore, certain specified Limited Common Elements are allocated to particular Units as may be designated on the Plat and Plan.

**Section 4.4.** Parking. Vehicle parking areas and spaces at the Condominium are as shown on the Plat and Plan, consisting of garages that are part of the Unit and Unit driveway parking areas branching off from the area identified on the Plan as "Paved Common Driveway" that are allocated as Limited Common Elements to the adjacent Units. Parking within the "Paved Common Driveway" is prohibited except with Executive Board approval.

**Section 4.5.** Locations of Common and Limited Common Elements. The locations of the Common Elements and Limited Common Elements are shown on the Plat and Plan. Pursuant to Section 1602-102(4) of the Condominium Act, a shutter, awning, window box, doorstep, stoop, balcony, porch, deck, or patio, if any, shown or existing adjacent to a Unit is a Limited Common Element appurtenant to that Unit.

**Section 4.6.** Assignable Common Elements. The Executive Board shall have the power in its discretion from time to time to grant revocable licenses in designated Common Elements to the Association or to any Owners and to establish reasonable conditions and a reasonable charge to such Owners for the use and maintenance thereof. Such designation by the Executive Board shall not be construed as a sale or disposition of the Common Elements.

## **ARTICLE 5**

### **MAINTENANCE RESPONSIBILITIES**

**Section 5.1.** Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units shall be maintained and repaired by the Owners and the Common Elements shall be maintained and repaired by the Association in accordance with the provisions of Section 1603-107 of the Act, except as expressly set forth to the contrary herein.

**Section 5.2.** Maintenance of Limited Common Elements. The maintenance, repair and replacement of Limited Common Elements created, if any, shall be the responsibility of and at the expense of the Unit Owner to which the Limited Common Elements are allocated.

**Section 5.3.** Maintenance of Common Elements. The Association, or the Managing Agent of the Association in accordance with Article 7, shall be responsible for the maintenance, repair and replacement of all of the Common Elements, the cost of which shall be charged to the unit Owners as a Common Expense except as otherwise provided herein with regard to Limited Common Elements, and provided, however, if in the opinion of the Executive Board such expense was necessitated or caused by the act, omission, or negligence of a unit Owner, the responsible Owner shall be liable for such costs and expenses which may be assessed to such Owner as determined by the executive Board. The Kittery Planning Board has approved the subdivision and site plans for this Condominium subject to certain erosion controls and stormwater drainage improvements, restrictions, covenants and best management practices as more particularly set forth on the project plans on file with the Town of Kittery Planning Department and as set forth in the Stormwater Inspection and Monitoring Manual submitted with Declarant's site plan/subdivision

application. During the Declarant Control Period, Declarant shall be responsible for installation, inspection and monitoring of the stormwater drainage system and undertaking all actions necessary to comply with said restrictions, covenants and best management practices. After the Declarant Control Period expires, the Association shall be responsible for maintaining the Stormwater Inspection and Monitoring Manual and for overall compliance with said stormwater drainage tasks, restrictions, covenants and best management practices.

**Section 5.4.** Maintenance of Unit. Each unit Owner shall keep and maintain his or her Unit including the building, equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or non-structural, exterior or interior, ordinary or extraordinary, which may at any time be necessary to maintain the good appearance and condition of his or her Unit. In addition, each unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or neglect to make any of the maintenance or repairs required by this Article. Each unit Owner shall perform his or her responsibility in such manner as shall not unreasonably disturb or interfere with the other unit Owners. No work shall be undertaken without all necessary State and local permits and approvals, and copies of all such permits and approvals shall be given to the Association.

**Section 5.5.** Liability of Owner. Each unit Owner shall be liable for, and the Association shall have a lien against his Unit for, the expense of maintenance, repair, or replacement of any portion of another Unit or the Common Elements, including Limited Common Elements, of another Unit caused by such unit Owner's act, neglect, or carelessness or by that of any member of such unit Owner's family, or such unit Owner's guests, employees, agents, lessees, or their pets, and the Association shall have the right to cure, correct, maintain, repair or replace any damage or disrepair resulting from such act of neglect or carelessness. The Association shall also have the right to perform maintenance required of a unit Owner under Section 5.2, but not performed by the unit Owner and the unit Owner shall be liable for and the Association shall have a lien against the Unit for the expense of such maintenance. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such unit Owner.

## **ARTICLE 6**

### **ALLOCATION OF PERCENTAGE INTERESTS, COMMON EXPENSES**

### **AND VOTING RIGHTS**

**Section 6.1.** Percentage Interests. The attached Exhibit B lists of all Units by their identifying number and the Percentage Interest appurtenant to each Unit within each such Unit, and describes the formula by which such Percentage Interest is determined.

**Section 6.2.** Common Expenses. The liability of each Unit for the Common Expenses of the Condominium shall be the same percentage share as the Percentage Interest described in Section 6.1 above, and as such shall be determined by the same formula by which the Percentage Interest is determined.

**Section 6.3.** Allocation of Owners' Voting Rights. Each Owner of a Unit shall be entitled to vote a percentage interest equal to the Percentage Interest described in Section 6.1 above. If a Unit is owned by more than one person or entity, the voting interest shall not be divided and the vote for the Unit shall be cast by only one of the Owners as determined by a majority of the Owners of such Unit.

**Section 6.3.** Notice of Meetings. Notices of meetings for the Owners of the Association shall be made in accordance with the Act and may include, as provided in Section 1603-108, notification sent by electronic means to any address of an Owner, including an e-mail address, specifically designated by the Unit Owner for such purpose.

## **ARTICLE 7**

### **MANAGEMENT**

**Section 7.1. Managing Agent.** The Association shall have the right to employ a professional experienced property management firm to act as Managing Agent to oversee the daily operation of the Condominium in accordance with the provisions of the Act and the Declaration, including the maintenance, repair and replacement of the Common Elements including, but not limited to, the Limited Common Elements. The cost of the provision of such services shall be a Common Expense, subject to the terms of Section 14.2 and Section 2.2(r); provided, however, that no agreement for such professional management of the Condominium may exceed a term of three (3) years but may be renewed upon consent of the Association. Such agreement shall be cancelable by either party without cause and without a termination fee upon not less than sixty (60) days nor more than ninety (90) days written notice and shall be cancelable by the Executive Board with cause upon not less than thirty (30) days written notice.

## **ARTICLE 8**

### **EASEMENTS**

**Section 8.1. Additional Easements.** In addition to the easements provided for by the Act, the following easements are hereby created:

(a) The Units and Common Elements shall be, and hereby are, made subject to easements in favor of the Association and other Owners, appropriate utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created by this Section 8.1(a) shall include, without limitation, the right of the Association and any Owner or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits, and equipment and ducts and vents over, under, through along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 8.1(a), any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of such Unit or so as not to materially or unreasonably interfere with the use, occupancy, or quiet enjoyment of the Unit by its occupants. With respect to any utility lines or equipment serving only the Condominium and located upon the Common Elements, the Executive Board shall have the right and power to dedicate and convey title to the same to any private or public utility company. The Executive Board shall also have the right and power to convey permits, licenses and easements over the Common Elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company. In addition, the Executive Board shall have the right to grant permits, licenses and easements over the Common Elements for the building and, maintenance of roads, for the protection of the natural, scenic and open space values of the Property, and for other purposes necessary for the proper operation the Condominium.

(b) The Common Elements (other than the Limited Common Elements) shall be, and hereby are made, subject to an easement in favor of the Owners and their invitees, employees, tenants and servants, the Association and the agents and employees of the Association for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such charges as the Executive Board may from time to time prescribe; provided that nothing contained herein shall create any access easement in favor of Owners with respect to such portions of the Common Elements which are not needed in order to gain access to one or more Units and as to which the Executive Board may from time to time determine it to be necessary or desirable to limit or control access by Owners or the occupants of Units, or both, including, by way of illustration and not limitation, machinery and equipment rooms, and any management agent's office.

(c) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements, and Property (including, but not limited to the Limited Common Elements and Property).

(d) The Common Elements (including, but not limited to, the Limited Common Elements) shall be and hereby are made subject to the following easements in favor of the Units benefited:

(1) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are part of or exclusively serve a single Unit and which pass across or through a portion of the Common Elements;

(2) For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles and the like which are located in a portion of the Common Elements; provided that the installation, repair, maintenance, use, removal or replacement of such fixtures, receptacles and the like does not unreasonably interfere with the common use of any part of the Common Elements or impair or structurally weaken the Buildings;

(e) To the extent necessary, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit, the Common Elements and the Limited Common Elements, if any.

(f) The Units and the Limited Common Elements are hereby made subject to the following easements:

(1) In favor of the Association and its agents, employees and independent contractors, (i) for inspection of the Limited Common Elements in order to verify the performance by Owners of all items of maintenance and repair for which they are responsible, (ii) for inspection, maintenance, repair and replacement of the Common Elements and Property or the Limited Common Elements and Property, (iii) for correction of emergency conditions in one or more Common Elements or Limited Common Elements, or both, or casualties to the Common Elements and Property, the Limited Common Elements and Property, and (iv) to do any other work reasonably necessary for the proper maintenance of the Condominium, it being understood and agreed that the Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with an Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this subsection and the following subsection or both;

(2) In favor of the Owner benefited thereby and the Association and its agents, employees and independent contractors, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, telegraph or other communication systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Units.

(g) If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the Condominium results either in the Common Elements encroaching on any Unit, or in any Unit encroaching on the Common Elements or on any other Unit, a valid easement shall exist during the period of the encroachment for the encroachment and for the maintenance thereof.

(h) All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the Property, including by way of illustration but not limitation the Units and the Common Elements, and (except as expressly may be otherwise provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.

**Section 8.3.** Additional Easements, Covenants, Restrictions. The Property is also subject to any easements and restrictions as shown on the Plat and Plan or otherwise referenced in the attached Exhibit A.

## **ARTICLE 9**

### **RESTRICTIONS ON USE, SALE AND LEASE OF UNITS AND/OR UNITS**

**Section 9.1.** The following restrictions shall apply to the use of the Condominium:

(a) Residential Use Restrictions. The Units and Common Elements are restricted to residential use. The Units may not be used for any other purposes by the Owner or any future Owner. No present or future owner of any Unit shall permit his Unit to be used or occupied for any purpose other than as a single-family residence, and no Unit shall be used for transient occupation, hotel, short term rental, or commercial purposes.

(b) Obstruction of Common Elements. No Owner may obstruct the Common Elements in any way.

(c) Quiet Enjoyment. No Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit. The Property is to be maintained in a clean and sanitary condition.

(d) Fire Hazards. No Unit shall be used, occupied or kept in a manner that in any way increases the fire insurance premiums for the Property without the prior written permission of the Executive Board.

(e) Signs. Subject to the terms of Section 1603-106(c) of the Act, no Owner may erect any sign on or in his Unit or any Limited Common Element which is visible from outside the Unit or from the Common Elements, without in each instance having obtained the prior consent of the Executive Board.

(f) Pets and Animals. No animals, except as common household pets in accordance with the Rules and Regulations, shall be kept or maintained at the Condominium, nor shall common household pets be kept, bred, or maintained for commercial purposes on the Property. Owners are responsible for immediate clean-up of pet waste. The Board of Directors may make further provisions in the Rules for the control and regulation of household pets in the Condominium. The owner of a unit where a pet is kept or maintained shall be responsible and may be assessed by the Board of Directors for all damages to the Property and for injury to other Owners resulting from the maintenance or conduct of said pet, and any costs incurred by the Association in enforcing the Rules prescribed or to be prescribed by the Board of Directors for the control and regulation of pets in the Condominium, and each such owner shall be deemed to indemnify and hold harmless the Association and other Owners against such loss or liability resulting from said pet.

(g) Rules and Regulations. The Executive Board shall promulgate reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property. Copies of the then current Rules and Regulations and any amendments thereto shall be

furnished to all Owners by the Association promptly after the adoption of such Rules and Regulations and any amendments thereto.

(h) Alterations to Units. Each Unit Owner shall have the right to alter, remodel, or renovate the interior or exterior of his or her Unit, in the Owner's discretion and without the approval of the Association; provided, however, that any such construction or alterations shall be performed in accordance with applicable laws, ordinances, and regulations.

(i) Structural Additions. If an Owner elects by written notification to the Board, but without the approval of the Board except as otherwise set forth herein, the Limited Common Elements adjacent to the Owner's Unit may be thereby subjected to an easement in favor of such Unit for: (1) the installation, construction and use of a patio, deck, building addition, storage shed or outbuilding, or other structural improvement (the "**Structural Addition**") within such Limited Common Element area shown on the Plan, if any, which Structural Addition shall become a Limited Common Element of such Unit upon substantial completion thereof, together with any related improvements appurtenant thereto, and (2) ingress and egress for the purpose of access to and the use and enjoyment of such Structural Addition and the maintenance and repair thereof; subject, however, to the following: (i) The Owner of such Unit shall be strictly liable for any resulting damage to the other Units, the Common Elements, any Limited Common Elements, or the Property; (ii) the Owner shall preserve and maintain the structural integrity, the mechanical and utility systems of the Condominium, and the support of all portions of the Property and Common Elements, as may be reasonably required by the Board; and (iii) the Owner shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements, and shall maintain property and liability insurance and builder's risk insurance as reasonably required by the Association with respect to such Structural Addition. The Owner and the Owner's respective heirs, mortgagees or assigns, may at any time revoke such election by written notice to the Board, and thereafter may remove the Structural Addition, at all times preserving the structural integrity, the mechanical and utility systems and support of all portions of the Common Elements. Nothing contained herein shall be deemed to merge or otherwise affect the separate identity, configuration or the boundaries of said Unit boundaries.

(j) Labor, Mechanic's Liens. No Owner shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon except in the manner set forth in subparagraph (h) and (i) above. Each Owner shall indemnify and hold the other Owners of his Unit harmless against any loss, damage or claim arising out of his breach of the provisions of this Section 9.1, including but not limited to the costs of removing any unauthorized improvements, any repairing and restoring the Property to substantially its condition prior to such alteration, remodeling, renovation or repair and the cost of removing, bonding, defending or paying any mechanic's or materialmen's liens.

**Section 9.2. Lease of Units.** An Owner may lease his or her unit, provided, however, that (a) any lease of a Unit must be in writing, (b) the term of any lease shall not be less than six (6) months, (c) there shall be no lease of a Unit or part of a Unit for transient occupation or hotel purposes, and (d) the Executive Board may further prescribe by resolution a form of lease or specific provisions to be included in any lease of a Unit owned by a party, and thereafter no Owner shall execute a lease of his or her Unit that is not in compliance with such resolution. The written lease of any Unit must: (1) require the lessee to comply with this Declaration, the Bylaws and any rules and regulations of the Association; (2) provide that failure to comply therewith constitutes a default under the lease; and (3) provide that the Association has the power, but not the obligation, to terminate the lease and to bring summary proceedings to evict the tenant in the name of the lessor thereunder if any violation of this Declaration, the Bylaws and any rules and regulations is not cured within sixty (60) days of prior written notice to the tenant or such additional time as is necessary provided that the tenant promptly commences cure and diligently pursues cure to completion. If the lessor fails to, and the Association must, evict a tenant for failure to cure, all costs of lease termination and eviction incurred by the Association shall be charged to lessor. Notwithstanding the contents of any lease, the rights



of any tenant of a Unit shall be subject to, and each such tenant shall be bound by, the covenants and restrictions set forth in the Declaration, Bylaws and Rules and Regulations, and default thereunder shall constitute a default under the lease. Each unit Owner, promptly following the execution of any lease of a unit, shall forward a conformed copy thereof to the Association.

**Section 9.3. Time Share Ownership Prohibited.** No ownership interest in any Unit shall or may be subdivided to permit "time sharing" or any other devices to effect interval ownership. For the purposes of this subsection, such devices shall be deemed to include, without limitation, the use of corporations, partnerships and tenancies in common in which four or more persons not members of a single household have acquired by means other than inheritance, devise or operation of law, a direct or indirect, equitable or legal, right to occupy or arrangement, formal or informal regarding occupancy of the same unit.

**Section 9.4. Compliance with Erosion Control and Stormwater Drainage Restrictions, Covenants and Best Management Practices.** No Unit owner shall undertake any act that violates the erosion control and stormwater drainage restrictions and covenants imposed on the Condominium Property by the Kittery Planning Board or the best management practices adopted by the Declarant for monitoring and maintaining the same, all as more particularly described and set forth in the Plan notes recorded at the York County Registry of Deeds in Condominium File \_\_\_\_\_, Page \_\_\_\_\_. To aid in protecting Spruce Creek, the use or application of fertilizers in or near the wetland buffer areas is strictly limited to USDA-approved organic fertilizers and requires prior written consent of the Executive Board, which use may be denied on reasonable grounds or approved with conditions. Furthermore, the use of pesticides on the Property is restricted to use on uplands and only USDA-approved organic pesticides may be used. Pesticides are expressly prohibited from use or application within the wetland buffer areas. Use of pesticides anywhere on the Property, excluding the interior of Units, requires prior written consent of the Executive Board, which use may be denied on reasonable grounds or approved with conditions.

## **ARTICLE 10**

### **DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS**

**Section 10.1. General Development Rights.** In addition to the easement rights reserved in Article 8, the Declarant reserves to itself and for the benefit of its successors and assigns the right:

(a) Until the construction, marketing and sale of all Units is completed, to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

(b) Until the construction, marketing and sale of all Units is completed, to use the Common Elements for ingress and egress, for the repair and construction of Units and Common Elements including the movement and temporary storage of construction materials and equipment, and for the installation of signs and lighting for sales and promotional purposes;

(c) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created under this Declaration, to subdivide or convert Units into Common Elements, to withdraw Units or real estate from the Condominium and any and all other Development Rights as are now allowed or in the future may be allowed by the Condominium Act. The locations and dimensions of the land subject to withdrawal if any are shown on the Plat and Plan. No land may be withdrawn from the Condominium if a Unit has been legally located on such land unless the Owner and any Eligible Mortgage Holder of the Unit have consented. No easement rights may be withdrawn in connection with such withdrawn land across any existing Unit unless the Owner and any Eligible Mortgage Holder of the Unit have consented. Once such land and associated easements have been withdrawn, they shall not longer by

subject to the terms of this Declaration or any of the covenants and restrictions set forth herein. Any withdrawal of land must be structured so that the balance of the Condominium complies with applicable zoning and subdivision ordinance requirements. Declarant reserves the right to withdraw portions of said land at different times and in separate portions with boundaries other than those depicted on the Plat and Plan and in such order as it deems appropriate, provided, however, that land other than that depicted on the Plat and Plan shall not be withdrawn. Otherwise no consent of the Association, any Unit owners or the Association is required. Once such land has been withdrawn it shall be released from all terms, covenants and restrictions set forth in this Declaration, and it may be developed and used in any manner permitted by local land use ordinances and regulations as they may vary; and

(d) Until the construction, marketing and sale of all Units is completed, to complete all improvements shown on the Plat and Plan, to relocate any improvements shown on the Plat and Plan, construct additional Common Element improvements on any part of the Property, to exercise the Development Rights set forth herein, to maintain models and sales offices and to exercise the easements as set forth in Article 8 hereof, to appoint or remove any officer or Executive Board member during any period of Declarant control of the Association and any and all other Special Declarant Rights as are now allowed or in the future may be allowed by the Condominium Act. The real estate subject to these Development Rights and Special Declarant Rights is all of the Property, except those portions lying within the boundaries of declared Units and upon which declared Units are located.

(e) Appoint and remove members of the Board of Directors and Officers of the Association in accordance with Section 12.1.

**Section 10.2. Exercise of Rights.** The exercise of the Development Rights and Special Declarant Rights reserved herein shall be in accordance with and governed by the provisions of the Condominium Act, including without limitation Section 1602-110 of the Act. A copy of all amendments to this Declaration prepared by Declarant shall be forwarded to Eligible Mortgage Holders upon request. Further, in accordance with Section 1602-109(f) of the Condominium Act, the Declarant will either record new Plat and Plan or record an affidavit that the Plat and Plan previously recorded conform to the requirements of the Act.

**Section 10.3. Amendment.** This Article 10 shall not be amended without the written consent of the Declarant duly recorded in the York County Registry of Deeds.

## **ARTICLE 11**

### **UNITS SUBJECT TO CONDOMINIUM DOCUMENTS, EMINENT DOMAIN**

**Section 11.1. Applicability of Condominium Documents.** Each present and future Owner, tenant, occupant and Mortgagee of a Unit therein shall be subject to and shall comply with the provisions of the Act, and with the covenants, conditions and restrictions as set forth in the Condominium Documents and the deed to such Unit; provided that nothing contained herein shall impose upon any tenant of a Unit or Mortgagee any obligation which the Act or one or more of such documents, or both, make applicable only to Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit therein, or the entering into of a lease or the entering into occupancy of any Unit therein shall constitute an agreement that the provisions of the Act and the covenants, conditions and restrictions set forth in the Condominium Documents and the deed to such Unit therein are accepted and ratified by such grantee, Mortgagee or tenant. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, contract or lease thereof. The Association and any aggrieved Owner shall have a right of action against

Owners who fail to comply with the provisions of the Condominium Documents, the Act, or with decisions made by the Association or the Executive Board. Aggrieved Owners shall have similar rights of action against the Association.

**Section 11.2. Eminent Domain.** Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, provided, however, that the Association shall officially, represent the Owners in such proceedings. In any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest therein and any award for such damages shall be payable to the Association for the benefit of the Owners and Mortgagees. Notwithstanding the foregoing, if the Association elects to distribute such award of damages to the Owners, any amount payable to an Owner shall be paid instead to the Owner's Mortgagee upon the written request of such Mortgagee to an officer of the Executive Board.

## **ARTICLE 12**

### **EXECUTIVE BOARD OF THE ASSOCIATION**

#### **Section 12.1. Members.**

(a) The initial Executive Board shall consist of three (3) members. The members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Declarant during the Period of Declarant Control (defined below) without the necessity of obtaining resignations. The Declarant-appointed members of the Executive Board, which may include the Declarant, shall be replaced with Owners in accordance with the provisions of paragraph (b) of this Section 12.1. Thereafter, the number of Executive Board members shall be set at three (3), or as may be otherwise stated by the Association Bylaws and Articles of Incorporation, as the same may be amended. Members of the Executive Board shall be elected in accordance with the Association Bylaws. The Executive Board shall possess all of the duties and powers granted to the Executive Board by the Act and as more particularly set forth in the Bylaws. As required by the Condominium Act at least a majority of the Executive Board members must be Unit Owners or a spouse or domestic partner of a Unit Owner, or in the case of a unit owner which is a corporation, limited liability company, partnership, trust or estate, a designated agent thereof, but otherwise Executive Board members need not be Unit Owners.

(b) Not later than the earlier of (i) sixty (60) days after the conveyance of 75% of the Units to Owners other than the Declarant or (ii) seven (7) years following conveyance of the first Unit to an Owner other than the Declarant (the “**Period of Declarant Control**”), all members of the Executive Board appointed by the Declarant shall resign and the Owners (including the Declarant to the extent of any Units owned by the Declarant at that time) shall elect new members of the Executive Board in accordance with the Bylaws. After the Period of Declarant Control, each Unit Owner shall have the right, which may be waived by such Unit Owner, to appoint one member of the Executive Board, and any remaining Executive Board members not appointed by an Owner shall be elected by the Owners in accordance with the Bylaws.

(c) The Executive Board shall possess all of the duties; and powers granted to the Executive Board by the Act.

#### **Section 12.2. Disputes.**

(a) (a) Regarding Owners, Condominium, and Condominium Documents. Subject to Section 12.2(b), in the event of any dispute or disagreement between any Owners relating to the Property, or any questions of interpretation or application of the provisions of the Condominium Documents, the determination thereof by the Executive Board shall be final and binding on each and all such Owners. Notwithstanding the foregoing, any deadlock among the Owners or Executive Board shall be submitted to

mediation, and if unsuccessful in resolving the dispute or disagreement, to binding arbitration in accordance with the Maine Uniform Arbitration Act, as amended, which mediation and arbitration sessions shall take place in Kittery, Maine unless otherwise agreed. The duty to mediate and/or arbitrate shall not be construed to prohibit injunctive relief. Indeed, an Owner or the Executive Board may seek injunctive relief before invoking mediation and/or arbitration if necessary to preserve the status quo or prevent irreparable damage or injury. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Section 12.2. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

(b) Disputes with Declarant. In any dispute between one or more unit Owners and the Declarant regarding the Common Elements, the Board of Directors shall act for the unit Owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the unit owners. All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any unit owners on the other hand, arising out of or relating to, a unit, the common elements, the limited common elements, this Declaration, the Bylaws, or the deed to any unit or the breach thereof, or the course of dealing between any unit owner, the Association and the Declarant, except for claims which have been waived by the acceptance of a deed, shall be decided by binding arbitration in accordance with the Maine Uniform Arbitration Act as amended unless the parties mutually agree otherwise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be delivered in writing to the other parties. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or other principals of law and equity.

**Section 12.3.** Abating and Enjoining Violations by Owners. The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the Bylaws or the breach of any provision of this Declaration or the Act by any Owner or tenant of such Owner, shall give the Executive Board the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either by law or in equity, the continuance of any such breach.

## **ARTICLE 13**

### **LIMITATION OF LIABILITY**

**Section 13.1.** Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

(a) Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

(b) Shall not be liable to the Owners or any mortgagees as a result of the performance of the Executive Board members' duties for any mistakes of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

(c) Shall have no personal liability in contract to an Owner, any mortgagee, or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

(d) Shall not be liable to an Owner, or such Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

(e) Shall have no personal liability in tort to an Owner, any mortgagee, or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

(f) Shall have no personal liability arising out of the use, misuse or condition of the Buildings, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

**Section 13.2. Indemnification.** Each member of the Executive Board in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties or any other standard imposed by the Condominium Act; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Owners set forth in this Section 13.2 shall be paid by the Association on behalf of the Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Owners or otherwise.

**Section 13.3. Joint and Several Liability of Owners and Lessees.** Each Owner shall be jointly and severally liable with any tenants of the Unit owned by such Owner for all liabilities arising out of the ownership, occupancy, use, misuse, or condition of any Unit or any portion of the Common Elements or Limited Common Elements.

**Section 13.4. Defense of Claims.** Complaints filed in any State or Federal court brought against the Association, the Executive Board or the officers, employees or agents thereof their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Owners and the holders of any mortgages and such complaints shall be defended by the Association. The Owners and the holders of mortgages shall have no right to participate other than through the Association in such defense. Complaints of a nature specified in Section 13.3 hereof against one or more but less than all Owners shall be defended by such Owners who are defendants themselves and such Owners shall promptly give written notice of the institution of any such suit to the association and to the holders of any mortgages encumbering such Units.

## **ARTICLE 14**

### **ASSESSMENTS: LIABILITY OF OWNERS**

**Section 14.1. Power to Assess.** The Association, acting through the Executive Board in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sums necessary and adequate to provide for the Common Expenses, if any, including, but not limited to such amounts as are necessary for the maintenance, repair and replacement of the Common Elements and Limited Common Elements by the Association, such amounts as are necessary for uncollectible Assessments, budget deficits; such reserves as are hereinafter described, and such additional reserves as the Executive Board shall deem necessary or prudent, and such other expenses as are specifically provided for in the Condominium Act, this Declaration, or other Condominium Documents. Executive Board shall adopt a budget setting forth the Common Expenses of the Association for each fiscal year, as provided in the Bylaws of the Association, which budget shall be ratified by the Owners in accordance with Section 1603-103 of the Act. Regular assessments may be billed by the Association on a monthly or quarterly basis, as determined by the Association. The Association shall establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements, Limited Common Elements and Limited Common Property for which the Association is responsible which are anticipated to require replacement, repair or maintenance on a periodic basis, and to cover any deductible amount for insurance policies maintained by the Association. The reserve fund shall be funded as a part of the Common Expenses.

**Section 14.2. Allocated Assessments for Limited Common Expenses, Common Expenses.** The Association, acting through the Executive Board in accordance with the Bylaws and in accordance with Section 1603-115(c) of the Condominium Act, may assess Limited Common Expenses and Common Expenses as follows: (i) Limited Common Expenses Benefitting Single Unit: If a Limited Common Expense only benefits a single Unit, that Limited Common Expense shall be assessed solely against the Unit benefited, as the Executive Board may determine; (ii) Limited Common Expenses Benefitting Multiple Units: If a Limited Common Expense benefits more than a single Unit but fewer than all the Units, that Limited Common Expense shall be assessed exclusively against the Units benefited in equal proportion between such Units, or, at the election of the Executive Board, in proportion to the relative Common Expense liabilities of such Units as between themselves, as the Executive Board may periodically determine; (iii) Common Expenses Benefitting Single Unit: If a Common Expense only benefits a single Unit, including without limitation any Common Expenses for services benefitting a single Unit, that Common Expense shall be assessed solely against the Unit benefited, as the Executive Board may determine; and (iv) Common Expenses Benefitting Multiple Units: If a Common Expense benefits more than a single Unit but fewer than all the Units, including without limitation any Common Expenses for services benefitting more than a single Unit but fewer than all the Units, that Common Expense shall be assessed exclusively against the Units benefited in equal proportion between such Units, or, at the election of the Executive Board, in proportion to the relative Common Expense liabilities of such Units as between themselves, as the Executive Board may periodically determine.

**Section 14.3. Special Assessments.** If the cash requirement estimated at the beginning of any fiscal year shall prove to be insufficient to cover the actual Common Expenses for such fiscal year for any reason (including by way of illustration and not limitation, any Owner's non-payment of his Assessment or municipal assessments not yet assessed), the Executive Board shall have the power, at any time it deems necessary and proper, to levy one or more Special Assessments against each Owner in accordance with the Act. Special Assessments shall be approved by the Association in accordance with Section 1603-103(g) of the Act and shall be due and payable in the manner and on the date set forth in the notice thereof.

**Section 14.4. Payment of Assessments.** Each Owner shall pay all Assessments levied by the Association. Liability for such assessments shall be determined in accordance with the Percentage Interests described herein. Penalties and default interest for delinquent assessments may be levied by the Association to the maximum extent allowed by the Condominium Act and by Maine law, including without limitation the application of default interest at a rate of eighteen percent (18%) per annum. Except as otherwise provided



herein, any specific penalties for delinquent assessments shall be set forth in the Rules and Regulations of the Condominium.

**Section 14.5. Failure to Fix New Assessments.** If the Executive Board shall fail to fix new Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Owners shall continue to pay the same sums they were paying for such Assessments during the fiscal year just ended and such sum shall be deemed to be the new Assessments for the succeeding fiscal year. If the Executive Board shall change the Assessment at a later date, the difference between the new Assessment, if greater, and the previous year's Assessment up to the effective date of the new Assessment shall be treated as if it were a Special Assessment under Section 14.2 hereof; thereafter each Owner shall pay the new Assessment. In the event the new Assessment is less than the previous year's Assessment, in the sole discretion of the Executive Board, the excess either shall be refunded to the Owners, credited against future Assessments or retained by the Association for reserves.

**Section 14.6. Exemption by Waiver.** No Owner may exempt himself from liability for the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

**Section 14.7. Personal Liability of Owners.** All sums assessed by the Association as an Assessment, Special Assessment or Assessment for Limited Common Expenses shall constitute the personal liability of the Owner of the Unit so assessed and also, until fully paid, shall constitute a lien against such Unit pursuant to Section 1603-116 of the Condominium Act. The Association shall take action for failure to pay any assessment or other charges pursuant to Section 1603-116 of the Condominium Act, as determined by the Executive Board. The delinquent Owner shall be obligated to pay (a) all expenses of the Executive Board, including reasonable attorneys' fees and costs, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, (b) interest on any delinquent amounts owed, which interest may be assessed by the Executive Board at a rate of up to eighteen percent (18%) per annum, as determined by the Executive Board, and (c) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

**Section 14.8. Liability of Purchaser of Unit for Unpaid Assessments.** Upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall not be personally liable with the grantor thereof for all unpaid Assessments for Common Expenses, special assessments, Limited Common Expenses, which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, unless such grantee agrees to assume the obligation therefor. However, a lien against the Unit so purchased for Assessments imposed pursuant to this Declaration or the Act shall not be affected by such sale, conveyance or other transfer.

**Section 14.9. Subordination of Certain Charges.** Any Assessments or any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to Section 1603-102 of the Condominium Act or otherwise shall be subordinate to any first mortgage lien recorded before the due date of the Assessment or the due date of the first installment payable on the Assessment.

**Section 14.10. Surplus.** The Budget of the Association shall set forth general Common Expenses. Any amounts accumulated from assessments for Common Expenses in excess of the amount required for actual Common Expenses and reserves for future Common Expenses, unless otherwise directed by the Executive Board, in its sole discretion, shall be credited to each Owner, such credit to be applied to the next Assessments of Common Expenses due from said Owners under the current fiscal year's budget, and thereafter until exhausted, or retained by the Association for reserves.

**Section 14.11. Assignment of Future Income, Loans.** The Association, acting through the Executive Board, may assign its right to future income, including the right to receive common expense assessments, as allowed by Section 1603-104(14) of the Act.

## **ARTICLE 15**

### **RIGHTS OF MORTGAGEES, CONTRACT HOLDERS, INSURERS AND GUARANTORS**

**Section 15.1. Subject to Declaration.** Whether or not it expressly so states, any mortgage which constitutes a lien against a Unit and an obligation secured thereby shall provide generally that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, the Declaration, the Plat and Plan and any Rules and Regulations.

**Section 15.2. Rights of Eligible Mortgage Holders.** (a) The Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of the following proposed actions:

- (1) The termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;
  - (2) A change in the allocated interest of a Unit or Unit, a change in the boundaries of a Unit or a subdivision of a Unit;
  - (3) The merger or consolidation of the Condominium with another condominium;
  - (4) The conveyance or subjection to a security interest of any portion of the Common Elements;
  - (5) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under, Section 1603-113(a) of the Condominium Act, or of any condemnation proceeds, for purposes other than the repair or restoration of the damaged property;
  - (6) The adoption of any proposed budget by the Executive Board and of the date of the scheduled Owners' meeting to consider ratification thereof. A summary of the proposed budget shall accompany this notice;
  - (7) Any default in the performance or payment by an Owner of any obligations under the Declaration, including, without limitation, default in the payment of Common Expense liabilities;
- (b) In the event of any proposed actions described in subsection (a), paragraphs (1), (2), (3), (4), or (5) hereinabove, an Eligible Mortgage Holder shall have the right, but not the obligation, in place of the Owner to cast the votes allocated to that Unit or give or withhold any consent required of the Owner for such action by delivering written notice to the Association with a copy to the Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Owner from exercising such right. In the event of any default described in subsection (a), paragraph (7), the Eligible, Mortgage Holder shall have the right, but not the obligation, to cure such default.

(c) In addition, an Eligible Mortgage Holder or its representative shall have the right to attend Association and Executive Board meetings for the purposes of discussing the matters described in subsection (a), paragraphs (1) through (6).

**Section 15.3. Liability for Use and Charges.** Any first Mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six

months of the unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the unit by the Mortgagee except to the extent otherwise provided for in the Act and except to the extent that such Mortgagee is liable as an Owner for the payment of such unpaid assessment or charge that is assessed against the Mortgagee as a result of all Owners being reassessed for the aggregate amount of such deficiency. If the Association's lien priority includes costs of collecting unpaid dues, the Mortgagee will be liable for any fees or costs related to the collection of the unpaid dues.

**Section 15.4. Condemnation Rights.** No provision of this Declaration shall give an Owner, or any other party, priority over any rights of the Mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation award for loss to or a taking of one or more Units and/or Common Elements.

**Section 15.5. Books and Records.** Any Mortgagee shall have the right exercisable by written notice to the Executive Board, to examine the books and records of the Association and to require that it be provided with a copy of each annual report of the Association and other financial data of the Association reasonably requested by such Mortgagee.

## **ARTICLE 16** **INSURANCE**

**Section 16.1. Types and Amounts.** The Association shall maintain as a Common Expense and to the extent reasonably available, the following types and amounts of insurance:

(a) Property insurance insuring against all risks of direct physical loss normally covered by the standard extended coverage endorsement and commonly insured against, including those covered by the standard "all risk" endorsement, or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Owners and their Mortgagees, if any, in each case complying with the applicable requirements of Section 16.2 hereof. The insurance maintained by the Association shall cover the Property, including, but not limited to, all Common Elements and Property and, subject to Section 16.2 below, the Limited Common Elements. The amount of any such hazard insurance obtained pursuant to this paragraph (a) shall be equal to one hundred percent (100%) of the current replacement cost of the insured property, at the time the insurance is purchased and at each renewal date without deduction for depreciation, exclusive of items normally excluded from coverage. Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount not to exceed a maximum deductible as may be adopted by the Executive Board. Funds to cover this deductible amount shall be included in the Association's reserve fund. The named insured under the policy shall be **Wyman Hill Condominium Association**, for the use and benefit of the individual owners, or a specified authorized representative of the Association, including but not limited to any Insurance Trustee, and the Association or its representative, as the case may be, shall be designated to represent the Owners in any proceedings, negotiations or settlements under such policy. The "loss payable" clause of such policy shall show the Association or the, Insurance Trustee, if any, as a trustee for each Owner and each Mortgagee of a Unit. Such policy shall also contain a standard mortgage clause naming separately the Mortgagees of the Units, their successors and assigns. If the Executive Board fails within sixty (60) days after the date of an insured loss to initiate a claim for damages recoverable under the policy or policies obtained pursuant to this paragraph (a), any Mortgagee may initiate such a claim on behalf of the Association.

(b) Comprehensive Liability Insurance, including medical payments insurance, complying with the requirements of Section 16.2 hereof, insuring the Owners, in their capacity as Owners and Association members and any managing agent retained by the Association, against any liability to the public or to other Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Common Elements, Limited Common Elements, and any other areas under the supervision of the

Association and any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent, coverage which precludes the insurer from denying the claim of an Owner because of the negligent acts of the Association or another Owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the Common Elements and Limited Common Elements, any liability resulting from lawsuits related to employment contracts in which the Association is a party, water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects. The amount of such liability insurance shall be at least \$1,000,000.00 for bodily injury and property damage for any single occurrence. The scope and amount of coverage of all liability insurance policies shall be reviewed at least once each year by the Executive Board and may be changed in its discretion provided that such policies shall continue to comply with the requirements of this Section and Section 16.2 hereof. To the extent reasonably available, Mortgagees shall be named, upon their written request, as additional insureds under the Association's liability policy or policies.

(c) Such worker's compensation insurance as applicable laws may require.

(d) Insurance to satisfy the indemnification obligation of the Association and all Owners set out in Section 13.2 hereof if and to the extent available, including but not limited to insurance coverage commonly referred to as "Directors and Officers Insurance."

(e) If at any time it is determined that all or any part of the project's improvements are within a special flood hazard area, a master or blanket policy of flood insurance covering the Property, including but not limited to, all Common Elements and Limited Common Elements and property, the Units and all improvements, fixtures and appliances contained within the Unit or the value thereof, and building service equipment and common equipment, fixtures, personal property and supplies owned by the Association, but excluding any improvements or appliances subsequently added by a Owner and all other personal property of the Owner. The amount of any such flood insurance obtained pursuant to this paragraph (e) shall be equal to the lesser of one hundred percent (100%) of the insurable value of the property insured or the maximum coverage available under the appropriate National Flood Insurance Administration program. Such flood insurance policy may, at the option of the Association, contain a "deductible" provision in an amount as determined by the Executive Board. Funds to cover this amount shall be included in the Association reserve fund.

**Section 16.2. Required Provisions.** Insurance obtained by the Association shall be in accordance with the following provisions:

(a) All policies shall be written with a company authorized to do business in the State of Maine and, for the hazard insurance policy described in Section 16.1(a) hereof, such company must hold a general policy holder's rating of at least "A" by Best's Insurance Reports, or by an equivalent rating bureau should Best's Insurance Reports cease to be issued.

(b) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Executive Board or its authorized representative.

(c) Each Owner shall obtain additional unit owner's insurance at the Owner's expense insuring the Owner's Unit, and also the Limited Common Elements allocated to the Owner's Unit to the extent permitted by the Condominium Act; provided, however, that: (1) such policies shall not be invalidated by the waivers of subrogation required to be contained in policies required by this Declaration; and (2) no Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.

(d) Any Owner who obtains individual insurance policies covering any portion of the Property other than personal property belonging to such owner shall be required, upon request of the Executive Board, to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.

(e) With respect to the insurance policies described in subsection (a) and (b) of Section 16.1 issued to the Association, and covering all or any part of the Property, the Association shall cause such policies to provide that: (1) Each Owner is an insured person under such policies with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association; (2) The insurer waives its right to subrogation under the policy against any Owner or members of his household; (3) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association will void such policies or be a condition to recovery under such policies or prejudice the coverage under such policies in any way; (4) If at the time of a loss under such policies there is other insurance in the name of a Owner covering the same risk covered by the policy, the Association's policy provides primary insurance; (5) The liability of the insurer shall not be affected by, and the insurer shall not claim, any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Owner; (6) The insurer shall be relieved from no liability for loss occurring while the hazard to the Property is increased, whether or not within the knowledge or control of the Executive Board, or because of any breach of warranty or condition or any other act or neglect by the Executive Board or any Owner or any other person under either of them; (7) Such policies may not be cancelled nor may coverage thereunder be substantially changed (whether or not requested by the Executive Board) except by the insurer giving at least thirty (30) days prior written notice thereof to the Executive Board, the Insurance Trustee, if any, Owners, and every other party in interest who shall have requested such notice of the insurer; and (8) The insurer will recognize any Insurance Trust Agreement entered into by the Association.

**Section 16.3. Insurance Trustee and Power of Attorney.** Notwithstanding any of the provisions and requirements of this Article relating to property or liability insurance, the Executive Board may designate as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (hereinafter referred to as the "Insurance Trustee"), who shall have the exclusive authority to negotiate losses under any policy, providing such property or liability insurance.

**Section 16.4. Repair of Damage or Destruction to Condominium.** The repair or replacement of any damaged or destroyed portion of the Condominium shall be done in accordance with and governed by the provisions of Sections 1603-113(e) and (h) of the Condominium Act.

**Section 16.5. Additional Insurance.** Nothing in this Declaration shall be construed to limit the authority of the Executive Board to obtain additional insurance that it deems advisable.

## **ARTICLE 17**

### **ASSIGNABILITY OF DECLARANT'S RIGHTS**

The Declarant may assign any or all of its rights or privileges reserved or established by this Declaration or the Act in accordance with the provisions of the applicable Act.

## **ARTICLE 18**

### **AMENDMENT OF DECLARATION**

Pursuant to Section 1602-117 of the Condominium Act and except as provided herein for amendments which may be executed by the Declarant, the Association or by certain Owners, this Declaration may be amended only by vote or agreement of owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. In addition, approval of amendments of a material nature must be obtained from Eligible Mortgage Holders representing at least 51% of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following would be considered as material:

- (a) reallocation of interests in the Common or Limited Common Elements, or rights to their use;
- (b) boundaries of any Unit;
- (c) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents; or
- (d) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs.

If the amendment is not of such a material nature, such as the correction of a technical error or the clarification of a statement, the approval of an Eligible Mortgage Holder may be assumed when that eligible Mortgage Holder has failed to submit response to any written proposal for an amendment within thirty (30) days after the proposal is made.

## **ARTICLE 19**

### **TERMINATION**

The Condominium may be terminated only by agreement of the Owners of Units to which eighty percent (80%) of the votes in the Association are allocated; provided, however, that if the Condominium is being terminated for reasons other than substantial destruction or condemnation of the Condominium, the termination of the Condominium must also be approved by Eligible Mortgage Holders of Units to which at least sixty-seven percent (67%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders are allocated. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Condominium Act.

## **ARTICLE 20**

### **ATTORNEY IN FACT**

Each Owner by his acceptance of the deed or other conveyance vesting in him a Unit does hereby constitute and appoint the Managing Agent acting from time to time with full power of substitution, as his true and lawful attorney in his name, place and stead to enter into all agreements which the Managing Agent is authorized to enter into pursuant to the terms of this Declaration and which the Managing Agent in its discretion may believe are necessary and proper to carry out the agent's responsibilities and duties. Each Owner stipulates and agrees that the Power of Attorney created by this Article 20 is coupled with an interest. The action of the Managing Agent in settling any claim for damage to any personal property shall be binding upon each Owner in the absence of fraud or clear mistake.

## **ARTICLE 21**

### **GENERAL PROVISIONS**

**Section 21.1. Headings.** The headings used in this Declaration and the table of contents are inserted solely as a matter of convenience for the readers of this Declaration and shall not be relied upon or used in construing the effect or meaning of any of the provisions of this Declaration.

**Section 21.2. Severability.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the



validity or enforceability of any other provision or portion hereof unless such deletions shall destroy the uniform plan of development and operation of the Condominium which this Declaration is intended to create.

**Section 21.3. Applicable Law.** This Declaration shall be governed and construed according to the laws of the State of Maine.

**Section 21.4. Interpretation.** The provisions of this Declaration shall be liberally construed in order to effect Declarant's desire to create a uniform plan for development and operation of the Condominium.

**Section 21.5. Effective Date.** This Declaration shall become effective when it and the Plat and Plan have been recorded.

**Section 21.6. Notices.** Unless otherwise provided by the Condominium Documents, all notices and other communications required or permitted to be given under or in connection with this Declaration shall be in writing and shall be deemed given when delivered in person or on the third business day after the day on which mailed by regular U.S. mail, postage prepaid, addressed to the address maintained in the register of current addresses established by the Association.

**Section 21.7. Exhibits.** All exhibits attached to this Declaration are hereby made a part of this Declaration.

**Section 21.8. Pronouns.** Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

IN WITNESS WHEREOF, Lusitano LLC has caused this Declaration of Condominium to be signed in its corporate name by James Higgins, its Member/Manager, thereunto duly authorized, this \_\_\_\_\_ day of the month of \_\_\_\_\_, 2023.

SIGNED, SEALED AND DELIVERED  
In the presence of:

**Lusitano LLC**

\_\_\_\_\_

By \_\_\_\_\_  
James Higgins  
Its: Member/Manager

STATE OF MAINE  
YORK, ss.

January \_\_, 202\_\_

Then personally appeared James Higgins, Member/Manager of Lusitano LLC and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said limited liability company.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

Printed Name:\_\_\_\_\_

Commission Expires:\_\_\_\_\_

## **EXHIBIT A**

### **DECLARATION OF CONDOMINIUM**

#### **FOR**

#### **WYMAN HILL CONDOMINIUM**

#### **LEGAL DESCRIPTION**

A certain lot or parcel of land with the improvements thereon, depicted as “**TAX MAP 16, Lot 148, 82,839 square feet, 1.90 acres**”, on plan entitled, “**Standard Boundary Survey for Property at 28 Wyman Avenue, Kittery, York County, Maine owned by Harry A. & Patricia J. Hannigan, 28 Wyman Avenue, Kittery, ME 03904,**” prepared by North Easterly Surveying, Inc., 191 State Road, Suite #1, Kittery, Maine 03904, dated April 3, 2008 and recorded in the York County Registry of Deeds on April 15, 2008 in Plan Book 329 at Page 7.



## **EXHIBIT B**

### **DECLARATION OF CONDOMINIUM**

#### **FOR**

#### **WYMAN HILL CONDOMINIUM**

#### **PERCENTAGE INTERESTS IN COMMON ELEMENTS AND PERCENTAGE OF COMMON EXPENSE LIABILITY**

<u>UNIT #</u>	Unit Percentage <u>Interest</u>	<u>Vote</u>
1	33 1/3%	1
2	33 1/3%	1
3	33 1/3%	1

A Unit's Percentage Interest and percentage of Common Expense liability shall be determined by dividing 100 by the number of Units.

**EXHIBIT C**  
**BYLAWS**  
**FOR**  
**WYMAN HILL CONDOMINIUM ASSOCIATION**

# **EXHIBIT D**

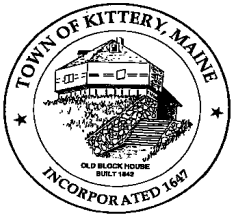
**PLAT**

**(Reduced to 8.5" x 11" - Not to Scale)**

**FOR**

**WYMAN HILL CONDOMINIUM**





# TOWN OF KITTERY, MAINE

SEWER DEPARTMENT

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 439-4646 Fax: (207) 439-2799

Eric Saari  
28 Wyman Ave.  
Kittery, ME 03904

October 4, 2022

RE: Sewer Availability

Eric,

This letter is to confirm that there is sanitary sewer service available for this project located at 28 Wyman Ave. The sewer system (piping and pumping stations) and the treatment facility has the capacity and ability to handle the increased flow.

All sewer related fees are due at the time a sewer permit is issued.

If you have further questions or concerns, please contact me.

Sincerely Yours

*Timothy Babkirk*

Timothy Babkirk  
Superintendent of Sewer Services  
Town of Kittery  
200 Rogers Rd  
Kittery ME 03904  
1-207-439-4646  
tbabkirk@kitteryme.org

**esaari@altus-eng.com**

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**From:** Timothy Babkirk <TBabkirk@kitteryme.org>  
**Sent:** Thursday, October 6, 2022 11:03 AM  
**To:** esaari@altus-eng.com  
**Subject:** RE: 5235 - Kittery - 28 Wyman Ave. - Sewer Will Serve

**Flag Status:** Flagged

Hi Erik,

If this is staying private I'm ok with you using cleanouts, but if for any reason this ends up being town owned and maintained I would require manholes as it's the only way I can get our equipment in to do inspections or repairs in the future.

Thank You  
Tim

Timothy Babkirk  
Superintendent  
Of Sewer Services  
Town of Kittery  
200 Rogers Road  
Kittery, Maine 03904  
[tbabkirk@kitteryme.org](mailto:tbabkirk@kitteryme.org)  
(207) 439-4646

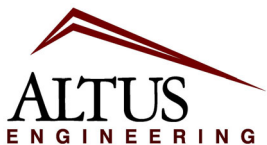
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**From:** esaari@altus-eng.com <esaari@altus-eng.com>  
**Sent:** Thursday, October 6, 2022 10:59 AM  
**To:** Timothy Babkirk <TBabkirk@kitteryme.org>  
**Subject:** RE: 5235 - Kittery - 28 Wyman Ave. - Sewer Will Serve

This is supposed to be private. CMA made the same comment. I'd rather do the cleanouts if possible, but you're the boss on this one!

Thank you,  
Erik

**Erik Saari**  
**Vice President**



**Altus Engineering**  
133 Court Street  
Portsmouth, NH 03801  
(603) 433-2335

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**From:** Timothy Babkirk <[TBabkirk@kitteryme.org](mailto:TBabkirk@kitteryme.org)>  
**Sent:** Tuesday, October 4, 2022 8:07 AM  
**To:** [esaari@altus-eng.com](mailto:esaari@altus-eng.com)  
**Subject:** RE: 5235 - Kittery - 28 Wyman Ave. - Sewer Will Serve

Hi Eric,  
Cleanouts vs manholes, is this all being done as a private system or is this going to be a town road when it's done?

Thank You  
Tim

Timothy Babkirk  
Superintendent  
Of Sewer Services  
Town of Kittery  
200 Rogers Road  
Kittery, Maine 03904  
[tbabkirk@kitteryme.org](mailto:tbabkirk@kitteryme.org)  
(207) 439-4646

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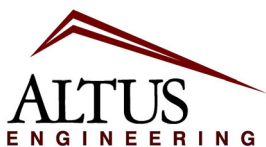
**From:** [esaari@altus-eng.com](mailto:esaari@altus-eng.com) <[esaari@altus-eng.com](mailto:esaari@altus-eng.com)>  
**Sent:** Friday, September 30, 2022 10:31 AM  
**To:** Timothy Babkirk <[TBabkirk@kitteryme.org](mailto:TBabkirk@kitteryme.org)>  
**Subject:** 5235 - Kittery - 28 Wyman Ave. - Sewer Will Serve

Hi Tim,

Not sure if you've seen this one yet or not, but CMA is asking that we get a will-serve letter out of the sewer department. Is that something you can put together for us? We'd greatly appreciate it. Also, if you've got time, would you mind taking a look at our sewer layout? CMA is saying they want manholes at every change in direction plus another one at the top end of the run. We approached this from the standpoint that it was only serving three units so it wasn't really a main extension. Obviously cleanouts would be the easier (and cheaper!) option. We'll obviously do it whatever way you want, so just let us know and we'll revise the plans as needed.

Thank you,  
Erik

**Erik Saari**  
**Vice President**



**Altus Engineering**  
133 Court Street  
Portsmouth, NH 03801