

**Town of Kittery
Planning Board Meeting
December 14, 2017**

Wood Island Life Saving Station – Shoreland Development Plan - Sketch Plan Review

Action: Accept or deny application; approve or deny plan: Owner, Town of Kittery, and Applicant, Wood Island Life Saving Station Association, requests consideration of the reconstruction of the existing historic building, marine seawalls and railway to be used as a museum located on Wood Island, Tax Map 51 Lot 14, in the Residential – Rural Conservation (R-RLC) and the Shoreland and Resource Protection Overlay (OZ-SL-250’ / OZ-RP) zones.

PROJECT TRACKING

REQ'D	ACTION	COMMENTS	STATUS
NO	Sketch Plan	September 28, 2017, continued to October 26, 2017	APPROVED
NO	Site Visit	October 18, 2017	HELD
YES	Shoreland Development Plan Review Completeness/Acceptance	Scheduled for December 14, 2017	PENDING
NO	Public Hearing		TBD
YES	Shoreland Development Plan Review Plan Approval	Scheduled for December 14, 2017	PENDING
<p><u>Applicant: Plan Review Notes reflect comments and recommendations regarding applicability of Town Land Use Development Code, and standard planning and development practices. Only the PB makes final decisions on code compliance and approves, approves with conditions or denies final plans. Prior to the signing of the approved Plan any Conditions of Approval related to the Findings of Fact along with waivers and variances (by the BOA) must be placed on the Final Plan and, when applicable, recorded at the York County Registry of Deeds. PLACE THE MAP AND LOT NUMBER IN 1/4" HIGH LETTERS AT LOWER RIGHT BORDER OF ALL PLAN SHEETS. As per Section 16.4.4.13 - Grading/Construction Final Plan Required. - Grading or construction of roads, grading of land or lots, or construction of buildings is prohibited until the original copy of the approved final plan endorsed has been duly recorded in the York County registry of deeds when applicable.</u></p>			

Background

In July of 2016 the Town entered into a repair & maintenance agreement, and a concession agreement (submitted by the applicant and attached) with the Wood Island Life Saving Station Association (WILSA) to provide for a marine museum facility and related services, as described in the attached agreement. In 2016 through 2017 the existing life saving station underwent rehabilitation of its exterior and remediation of hazardous material, the latter funded by an EPA brownfield grant and supplemental funds through the state’s Department of Economic Community Development revolving fund program. In October of 2016 year WILSA obtained approval from the Port Authority for the reconstruction of the existing marine railway and the construction of a new pier, approval extended by one year. WILSA has recently confirmed assistance from the Maine National Guard to reconstruct the seawalls in 2018 and the spring of 2019 as part of their training exercises. The reconstruction of the marine railway is also planned for spring of 2019. WILSSA’s sketch plan was submitted and approved by the Planning Board following a site visit in the fall of 2017.

UPDATE: The review comments that follow have been updated where highlighted.

Staff Review

The plan includes the information required under 16.10.7.2 as may be applicable to the project. With the use of an aerial map the plan depicts the location of the existing life saving station and the seawalls. Delineated in yellow are the proposed pier and marine railway, limits of proposed rock fill associated with the new seawalls, proposed sanitary disposal field, proposed ADA walkway and vegetation to remain.

Staff has the following comments:

1. Wood Island is in the Shoreland and Resource Protection Overlay zones, and is in the Residential –Rural Conservation Base zone.

2. The proposed development (above the highest annual tide) must be reviewed and approved by the Planning Board per 16.10.3.2 (Other Development Review) and 16.10.3.4 (Shoreland Development Review).
3. **Land Use.** The proposed use is a marine museum and recreational area open to the public. *Public recreation* is permitted in the Resource Protection (RP) Overlay Zone, 16.3.2.19.B.6. *Museum* is not defined in the ordinance and only is referenced in the Business Park zone. The Wood Island Life Saving Station, however, is a historic building and it is not uncommon to have a public recreational area include museums and interpretation of the historic structures and sites.

Staff spoke to the state shoreland zoning coordinator with regard to permitted use designations. Mr. Morse emphasized that ultimately it is the Planning Board's decision as to interpreting the code and determining the land use designation, though he considered *museum* more aligned with *institutional* rather than *public recreation*. He added that the MDEP would likely support a zone change of this area from OZ-RP to simply OZ-SL-250 (Shoreland Overlay Zone) allowing for institutional uses if the Board determined that was more appropriate. The RP zone aims to include predominantly undeveloped areas where development would have adverse effects, while Wood Island has a history of development and can be appropriately regulated in a less restrictive zone.

There is a docents program listed in the concession agreement. It is not clear if there is an expectation for docents to live on the island within the facility or not. Dwellings are not permitted in the RP zone, however, single family dwellings are allowed as a special exception. Regarding the latter, it is not likely all the conditions identified 16.8.28.1 can be met.

If the resource protection overlay zone remains in place for Wood Island (no amendment to the map considered and approved) the applicant must demonstrate the provision for a docent to be housed on the island is not considered a dwelling. The applicant's attorney should provide a rationale as to how the definition of *dwelling unit* (in the *Shoreland and Resource Protection Overlay Zones*) as part of the shoreland development plan application.

UPDATE: Upon further review of the documentation related to the use of the site, specifically the **Concession Agreement with the Town of Kittery** Sections 2.D.3, 8, 12, and 19; it is clear that the docent program is in fact a direct accessory use for the museum. The docent, per the concession agreement is required to provide support services including security for the museum work, to sell merchandise or food/beverages, undertake routine cleaning and maintenance of the Premises, collect admissions fees and rental fees. Converting the space to strictly a dwelling unit without docent duties (residential, or short-term rental) is inconsistent with the concession agreement and would result in termination of the agreement.

4. The existing structure is listed by the Maine Historic Preservation Commission (MHPC) as being eligible for listing on the National Register of Historic Places and is listed on the state's historic resource inventory. This is one of the criteria in the definition for *historic structure* in 16.2.2.
5. For shoreland development review, 16.10.10.2.D.6 requires the Board to make a positive finding on protecting archeological and historic resources. The recent efforts in stabilizing the existing building and the proposed development includes close coordination with the MHPC. In addition, as a requirement for the National Maritime Heritage grant WILSA received, there is a preservation easement granted to MHPC to ensure that the historic value of the premises will not be destroyed or impaired.
6. It appears all existing structures are nonconforming since they are located within the required 100-foot setback from the Highest Annual Tide (HAT) elevation, in which the entire island is included. Though there are no plans to expand the building footprint as allowed in 16.7.3.3.2, expansion would not be allowed since such expansions would extend closer to the protected resource in all directions, making the building more nonconforming.
7. New structures, other than functionally water-dependent uses (as defined in 16.2.2), are not allowed in the 100-foot required setback. The reconstructed marine railway and the reconstructed seawalls are a functionally water-dependent uses, and therefore are allowed within the setback. It is not

clear if the portion of the proposed pier above the HAT is eligible, though clearly necessary to negotiate from and to the pier and the building. It does not appear the Port Authority discussed this portion of the pier as “convenience of access” that they can approve per 16.11.1.B. Minutes are attached from the Port Authority’s public hearing and approval of the pier for reference. The pedestrian walkway will provide handicap access to the museum. The walkway and the drill pole are considered new structures and are not allowed, unless a variance is granted by the Board of Appeals (BOA). Staff asked the state shoreland zoning coordinator if historic preservation designation has any applicability as to the provision 16.7.3.3.3, and Mr. Morse stated no and explained the structure would need to be remaining today to in order to have legal non-conforming status, which the provision pertains to. **UPDATE:** Mr. Morse has clarified that as this is a public building/public recreation facility, handicap access must be provided. He believes the walkway should be allowed as a variance. The applicant has indicated they will seek BOA approval for the ADA walkway. The applicant anticipates filing their application to the BOA for their January 9th meeting.

8. The proposal includes the reconstruction of a former shed. Per 16.7.3.3.3 *Nonconforming Structure Reconstruction* there is an 18-month window to reconstruct structures that are within the setback and have more than 50% of the market value removed. ~~The shed appears not to meet the standards and would not be allowed to be reconstructed without a variance from the BOA.~~ Staff asked the state shoreland zoning coordinator if historic preservation designation has any applicability as to the provision 16.7.3.3.3, and Mr. Morse stated no and explained the structure would need to be remaining today to in order to have legal non-conforming status, which the provision pertains to. **UPDATE:** The determination that the shed was not eligible to be reconstructed within the 18-month window was found to be in error. The shed may be rebuilt within the 18-month window; which expires January 31, 2018. The applicant will be required to obtain Planning Board approval for the project and to record the plans prior to January 31, 2018 in order to receive a building permit to reconstruct the shed. Otherwise the applicant will be required to seek a BOA variance.
9. For shoreland development review, 16.10.10.2.D.6 requires the Board to make a positive finding on the adequate disposal of all wastewater. The Code Enforcement Officer has received a subsurface wastewater system application and has forwarded it to appropriate state agencies for their review. **UPDATE:**The applicant has provided the subsurface wastewater disposal system information and the approval from the Department of Health and Human Services in their submittal for the Board’s review.
10. The devegetated area, as defined in 16.2.2, appears to be extensive, especially when considering the island is predominantly non-vegetated with exposed ledge. In addition, when considering 16.9.2.2 any trees or large shrubs cannot be removed since it appears that more than 25 percent of the island has been cleared. The proposed rock fill will need to be located in a manner not to replace any existing vegetation.
11. It appears there are no parking requirements for *public recreation* per the table in 16.8.9.4.D. Though the proposed development includes elements of a *water-oriented recreational facility* with a mooring and slips, the facility is on an island and therefore not directly accessible by motor vehicles, unlike a marina on the mainland. The Board, under 16.8.9.4.C has the authority to determine parking requirements for those areas not specifically addressed in the table.
12. WILSA obtained a MDEP Natural Resources Protection Act (NRPA) permit in late 2015 that is attached for your reference.

Recommendations:

With consideration of the above Staff comments, the proposed development appears to be in general conformance with the standards of Title 16.

Staff recommends that the Board decide whether to hold a public hearing on January 11th and based on that decision if no public hearing is set to be held, approve the final plan with any conditions.

Action

Move to schedule a public hearing on the Shoreland Development Plan dated September 7, 2017 from owner Town of Kittery and applicant Wood Island Life Saving Station Association for Wood Island (Tax Map 51 Lot 14) in the Residential-Rural Conservation and Resource Protection and Shoreland Overlay Zones for January 11, 2018

or

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Move to approve with conditions the Shoreland Development Plan dated September 7, 2017 from owner Town of Kittery and applicant Wood Island Life Saving Station Association for Wood Island (Tax Map 51 Lot 14) in the Residential-Rural Conservation and Resource Protection and Shoreland Overlay Zones, upon the review and voting in the affirmative on the Findings of Fact. M51 L14

**Kittery Planning Board
Findings of Fact
For Wood Island
Shoreland Development Plan Review**

UNAPPROVED

WHEREAS: Owner, Town of Kittery, and Applicant, Wood Island Life Saving Station Association, requests consideration of the reconstruction of the existing historic building marine seawalls and railway to be used as a museum located on Wood Island, Tax Map 51 Lot 14 in the Residential-Rural Conservation and Shoreland and Resource Protection Overlay Zones, hereinafter the “Development” and Pursuant to the Plan Review meetings conducted by the Planning Board as noted in the plan review notes prepared for 12/14/2017

Shoreland Development Plan Review	12/14/2017	HELD
Site Walk	10/18/2017	HELD
Shoreland Development Plan Approval	12/14/2017	PENDING

And pursuant to the application and plan and other documents considered to be a part of a plan review decision by the Planning Board in this Finding of Fact consisting of the following (hereinafter the “Plan”):

1. Shoreland Development Plan Application, dated 11/9/17
2. Shoreland Development Plan, Tighe & Bond, 9/7/17, revised 11/20/2017.
3. Site Plan, Tighe & Bond, 9/7/2017
4. Concession Agreement, Town of Kittery and WILSSA, dated 7/26/2016.

NOW THEREFORE, based on the entire record before the Planning Board and pursuant to the applicable standards in the Land Use and Development Code, the Planning Board makes the following factual findings and conclusions:

**FINDINGS OF FACT
Chapter 16.3 LAND USE ZONE REGULATIONS**

16.3.2.17.D Shoreland Overlay Zone

1.d The total footprints of the areas devegetated for structures, parking lots and other impervious surfaces, must not exceed twenty (20) percent of the lot area, including existing development, except in the following zones...

Findings: This property is an island with previously existing structures. There are no parking lots.

Conclusion: The requirement appears to be met.

Vote: ___ in favor ___ against ___ abstaining

Chapter 16.7 GENERAL DEVELOPMENT REQUIREMENTS

Article III Nonconformance

16.7.3.1 Prohibitions and Allowances

A. Except as otherwise provided in this Article, a nonconforming condition must not be permitted to become more nonconforming

Finding: No non-conforming condition is proposed as the docent quarters is an accessory use to the Life Saving Station.

Conclusion The requirement appears to be met.:

Vote: ___ in favor ___ against ___ abstaining

16.7.3.3.2 Nonconforming Structure Repair and/or Expansion

E. In addition to the standards in the above subsections 16.7.3.3.2.A-D, the expansion of nonconforming structures located in the Shoreland or Resource Protection Overlay Zone must meet the following:

1. Wherever a new, enlarged, or replacement foundation is constructed under a nonconforming structure the structure and new foundation must be placed such that setback requirements are met to the greatest practical extent as determined by the Planning Board, basing its decision on the criteria specified in Title 16.7.3.3.1.B, Nonconforming Structure Relocation.

2. Expansion of any portion of a structure that is located within 25 feet of the normal high-water line of a water body, tributary stream, or upland edge of a coastal or freshwater wetland is prohibited.

3. Notwithstanding Title 16.7.3.3.2.E.2 above, if a legally existing nonconforming principal structure is entirely located less than 25-feet from the normal high-water line of a waterbody, tributary stream, or upland edge of a coastal or freshwater wetland, that structure may be expanded as follows,

a. the maximum total footprint for the principal structure may not be expanded to a size greater than 800 square feet or 30% larger than the footprint that existed on January 1, 1989, whichever is greater. The maximum height of the principal structure may not be made greater than 15 feet or the height of the existing structure, whichever is greater. Roof slope must not be less than an 8:12 pitch.

4. Expansion of an accessory structure that is located closer to the normal high-water line of a water body, tributary stream, or upland edge of a coastal or freshwater wetland than the principal structure is prohibited, even if the expansion will not increase nonconformity with the water body, tributary stream or coastal or freshwater wetland setback requirement. All other legally existing nonconforming principal and accessory structures that do not meet the water body, tributary stream, or coastal or freshwater wetland setback requirements may be expanded or altered as follows:

a. For structures located less than 100 feet from the normal high-water line of a water body, tributary stream, or upland edge of a coastal or freshwater wetland, the maximum combined total footprint for all

structures may not be expanded to a size greater than 1,000 square feet, or 30% larger than the footprint that existed on January 1, 1989, whichever is greater. The maximum height of any structure may not be made greater than 20 feet, or the height of the existing structure, whichever is greater. Roof slope must not be less than an 8:12 pitch.

b. For structures that are located within the Resource Protection Overlay Zone, the maximum combined total footprint for all structures may not be expanded to a size greater than 1,500 square feet, or 30% larger than the footprint that existed at the time the Resource Protection Overlay Zone was established, whichever is greater. The maximum height of any structure may not be greater than 25 feet, or the height of the existing structure, whichever is greater, except that any portion of those structures located less than 100 feet from the normal high water line of a waterbody, tributary stream, or upland edge of a coastal or freshwater wetland must meet the footprint, roof pitch and height limits in 16.7.3.3.2.E.4.a, above.

Finding: No non-conforming structures are being expanded as the shed previously existed but requires rebuilding.

Conclusion: The requirement appears to be met.:

Vote: ___ in favor ___ against ___ abstaining

16.7.3.3.3 Nonconforming structure reconstruction

A. In the Shoreland or Resource Protection Overlay Zone(s), any nonconforming structure which is located less than the required setback from a water body, tributary stream, or coastal or freshwater wetland and which is removed, damaged or destroyed, by any cause, by more than 50% of the market value of the structure before such damage, destruction or removal, may be reconstructed or replaced provided that a permit is obtained within eighteen (18) months of the date of said damage, destruction, or removal, and provided that such reconstruction or replacement is in compliance with the water body, tributary stream or coastal or freshwater wetland setback requirement to the greatest practical extent as determined by the Planning Board. In determining whether the structure reconstruction meets the setback to the greatest practical extent the Planning Board must consider, in addition to the criteria in Section 16.7.3.3.1,B Nonconforming Structure Relocation, the physical condition and type of foundation present, if any.

B. In the Shoreland or Resource Protection Overlay Zone(s), any nonconforming structure which is located less than the required setback from a water body, tributary stream, or coastal or freshwater wetland and removed, damaged or destroyed by any cause by 50% or less of the market value of the structure before such damage, destruction or removal, may be reconstructed in-place if a permit is obtained from the Code Enforcement Officer within twelve (12) months of the established date of damage or destruction.

C. Outside of the Shoreland or Resource Protection Overlay Zone(s), any nonconforming structure which is removed, damaged or destroyed by any cause may be restored or reconstructed in-place if a permit is obtained from the Code Enforcement Officer within eighteen (18) months of the date of said removal, damage or destruction. Such restoration or reconstruction must not make the structure more nonconforming than the prior nonconforming structure.

D. Nothing in this section prevents the demolition of the remains of any structure damaged or destroyed. Application for a demolition permit for any structure that has been partially damaged or destroyed must be made to the Code Enforcement Officer.

E. In the Shoreland or Resource Protection Overlay Zone(s), if the total footprint of the original structure can be reconstructed beyond the required setback area, no portion of the reconstructed structure may be reconstructed at less than the setback requirement for a new structure. If the reconstructed or replacement structure is less than the required setback, it may not be any larger than the original structure, except as allowed in Title 16.7.3.3.2, Nonconforming Structure Repair and Expansion.

F. When it is necessary to remove vegetation to reconstruct a structure, vegetation will be replanted in accordance with Section 16.7.3.3.1.C, Nonconforming Structure Relocation.

G. Except where expressly permitted in this code, in no case may a structure be reconstructed or replaced so as to increase its non-conformity.

Finding: The shed is being reconstructed on its original footprint.

Conclusion: The requirement appears to be met.:

Vote: ___ in favor ___ against ___ abstaining

Chapter 10 DEVELOPMENT PLAN APPLICATION AND REVIEW

Article 10 Shoreland Development Review

16.10.10.2 Procedure for Administering Permits

D. An application will be approved or approved with conditions if the reviewing authority makes a positive finding based on the information presented. It must be demonstrated the proposed use will:

1. Maintain safe and healthful conditions;

Finding: The proposed development as represented in the plans and application does not appear to have an adverse impact.

Conclusion: This requirement appears to be met

Vote: ___ in favor ___ against ___ abstaining

2. Not result in water pollution, erosion or sedimentation to surface waters;

Finding: Maine DEP Best Management practices will be followed for erosion and sedimentation control during site preparation and building construction to avoid impact on adjacent surface waters. An existing eroded slope will be revegetated.

Conclusion: This requirement appears to be met

Vote: ___ in favor ___ against ___ abstaining

<p><i>3. Adequately provide for the disposal of all wastewater;</i></p> <p>Finding: The proposed development does not increase the impact on the existing wastewater disposal system.</p> <p>Conclusion: This requirement appears to be met.</p>
<p style="text-align: right;">Vote: ___ in favor ___ against ___ abstaining</p>
<p><i>4. Not have an adverse impact on spawning grounds, fish, aquatic life, bird or other wildlife habitat;</i></p> <p>Finding: The proposed development does not appear to have an adverse impact.</p> <p>Conclusion: This requirement appears to be met.</p>
<p style="text-align: right;">Vote: ___ in favor ___ against ___ abstaining</p>
<p><i>5. Conserve shore cover and visual, as well as actual points of access to inland and coastal waters;</i></p> <p>Finding: Shore cover is not adversely impacted</p> <p>Conclusion: This requirement appears to be met.</p>
<p style="text-align: right;">Vote: ___ in favor ___ against ___ abstaining</p>
<p><i>6. Protect archaeological and historic resources;</i></p> <p>Finding: The island's structures are considered historic and are being preserved.</p> <p>Conclusion: This requirement appears to be met.</p>
<p style="text-align: right;">Vote: ___ in favor ___ against ___ abstaining</p>
<p><i>7. Not adversely affect existing commercial fishing or maritime activities in a commercial fisheries/maritime activities district;</i></p> <p>Finding: The proposed development does not adversely impact existing commercial fishing or maritime activities.</p> <p>Conclusion: This requirement appears to be met.</p>
<p style="text-align: right;">Vote: ___ in favor ___ against ___ abstaining</p>
<p><i>8. Avoid problems associated with floodplain development and use;</i></p> <p>Finding: The property is designated Zone C by FEMA Flood Zone standards and is defined as an area of minimal flood hazard. The proposed development does not appear to have an impact on a floodplain or flood-prone area.</p> <p>Conclusion: This requirement appears to be met.</p>
<p style="text-align: right;">Vote: ___ in favor ___ against ___ abstaining</p>
<p><i>9. Is in conformance with the provisions of this code;</i></p> <p>Finding: The proposed development complies with the applicable standards of Title 16.</p>

Conclusion: This requirement appears to be met.
Vote: ___ in favor ___ against ___ abstaining
<i>10. Be recorded with the York county Registry of Deeds.</i>
Finding: A plan suitable for recording will be prepared.
Conclusion: As stated in the Notices to Applicant contained herein, shoreland Development plans must be recorded with the York County Registry of Deeds within 90 days of approval prior to the issuance of a building permit.
Vote: ___ in favor ___ against ___ abstaining

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.

Waivers: None

Conditions of Approval (to be depicted on final plan to be recorded):

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. With the exception of the vegetation identified on the plan for removal, no vegetation will be removed without prior approval by the Code Enforcement Officer or the Shoreland Resource Officer. Efforts to protect existing vegetation must be in place prior to grading or construction.
4. Prior to the commencement of onsite construction, areas to remain undisturbed must be clearly marked with stakes and caution tape. All stakes, caution tape, silt fences, and other materials used during construction must remain until all onsite work is completed. Prior to removal, written permission to remove such materials must be given by the Code Enforcement Officer.
5. All Notices to Applicant contained herein (Findings of Fact dated 12/14/2017).

Conditions of Approval (not to be depicted on final plan):

6. Incorporate any plan revisions, including the removal of the proposed new “replacement path water access”, on the final plan as recommended by Staff, Planning Board or Peer Review Engineer, and submit for Staff review prior to presentation on final Mylar.

The Planning Board authorizes the Planning Board Chair, or Vice Chair, to sign the Final Plan and the Findings of Fact upon confirmation of required plan changes.

Vote: ___ in favor ___ against ___ abstaining

APPROVED BY THE KITTERY PLANNING BOARD ON 12/14/2017

Ann Grinnell, Planning Board Chair

Notices to Applicant:

1. Incorporate any plan revisions on the final plan as required by Planning Board and submit for Staff review prior to presentation of final mylar.
2. Prior to the release of the signed plans, the applicant must pay all outstanding fees associated with the permitting, including, but not limited to, Town Attorney fees, peer review, newspaper advertisements and abutter notification.
3. One (1) mylar copy 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 for signing. Date of Planning Board approval shall be included on the final plan in the Signature Block. After the signed plan is recorded with the York County Registry of Deeds, a mylar copy of the signed original must be submitted to the Town Planning Department.
4. This approval by the Town Planning Board constitutes an agreement between the Town and the Developer, incorporating as elements the Development Plan and supporting documentation, the Findings of Fact, and any Conditions of Approval.

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.



November 22, 2017

Dear Members of the Kittery Planning Board:

Please find attached the complete Shoreland Development Plan Application for Wood Island Life Saving Station submitted by the Wood Island Life Saving Station Association (WILSSA) the agent for the property owner, the Town of Kittery.

All of Wood Island Eligible for National Register of Historic Places:

Wood Island Station was found to be eligible for the National Register of Historic Places in April of 2015. This means it is a “historic structure” in Kittery Town Code. It is currently listed on the Maine Historic Resources Inventory that the 4/21/15 letter from the State of Maine Historic Preservation Commission confirms “provides the same protection as if it were already listed in the National Register”. This letter is included in the attachments to this application.

What is more, all of the buildings and structures found on Wood Island are included in this designation, not just the Station itself. The sea walls, the marine railway, and the historic shed are all included. They are all “historic structures”.

A National Register designation is rare. Only seven properties in Kittery Pt. are so designated. Being a historic structure is meaningful in Kittery Code. This application has been submitted to the State of Maine Historic Preservation Commission for their review and comment as is required by 16.9.2.5.

Wood Island Has a Preservation Agreement:

When WILSSA received \$200,000 from the National Park Service Maritime Heritage program in 2015 for the first phase of the restoration of the Station, a condition of that funding was the creation of a Preservation Agreement between the property owner, The Town of Kittery, and the Maine Historic Preservation Commission. That Agreement was approved by Kittery Town Council on August 10, 2015 and has become part of the deed of the property. It is included in the attachments to this application.

It mandated ongoing maintenance for the exterior of the buildings for a period of 20 years. It also provided the Maine Historic Preservation Commission comprehensive oversight authority, far beyond the usual National Register property, for review and approval of all improvements to Wood Island, for the interior and the exterior. An

example of this oversight authority can be found in the scope of work for the EPA Brownfields clean up process for Wood Island Station. That scope of work was reviewed and approved in advance by the Maine Historic Preservation Commission.

Reconstruction of Historic Tool Shed:

When the former Town Planner wrote his notes (Oct 19, 2017) he did not understand that the historic tool shed was included in the scope of work for the hazardous materials remediation and he did not know when the shed was removed.

The hazardous materials work was carried out by the Town of Kittery (not WILSSA) during the summer of 2016 and the shed was removed in late July. See the attached letter from EnviroVantage (Oct 26, 2017), the contractor hired by Kittery to perform the remediation, confirming both that the shed was included in the scope of work and the time frame for the shed's removal.


Subsequently, an email exchange between WILSSA and the former Town Planner (with copy to the Town Code Enforcement Officer, Assistant Planner, file, WILSSA's attorney, WILSSA's consultant) on October 26 confirmed that the former Town Planner had reviewed the letter from EnviroVantage and had changed his opinion found in the notes and believed that the historic shed's building permit can be obtained with permission of the Planning Board (rather than with a variance from the Board of Appeals) previous to the end of January 2018. This refers to the 18-month timeframe allowed for pulling a building permit after a structure is removed in 16.7.3.3.A.

"I spoke to Bob (Marchi – Kittery Code Enforcement Officer) and his expectation to meet the 18 month window in 16.7.3.3.A would be issuing a building permit no later than 1/31/2018. He cannot condition the permit on planning board approval, so board approval prior to 1/31/2018 is required to rebuild the shed without a variance from the BOA."

WILSSA, therefore, requests that the Kittery Planning Board act on this portion of the application previous to the end of January 2018 and approve the reconstruction of the historic tool shed.

The former Town Planner also asked in his notes that this application include confirmation that the proposal meets the shoreland development requirements, specifically the eight standards in 16.10.10.2.D as well as conformance to applicable design and performance standards in 16.8 and 16.9. WILSSA has reviewed these sections of code and believe that this proposal meets those requirements.

Sincerely,


Sam Reid
President

SHORELAND DEVELOPMENT PLAN APPLICATION



TOWN OF KITTERY
Planning & Development Department
 200 Rogers Road, Kittery, ME 03904
 Telephone: 207-475-1323 Fax: 207-439-6806

MAP ___ LOT ___
DATE: _____
FEE: \$ <u>200.00</u>
ASA*: _____

PROPERTY DESCRIPTION	Physical Address			
	Base Zone		Overlay Zone (s)	
OWNER INFORMATION	Name			Mailing Address
	Phone			
	Email			
AGENT INFORMATION	Name			Company
	Phone			Mailing Address
	Email			
	Fax			
APPLICANT INFORMATION	Name			Mailing Address
	Phone			
	Email			

PROJECT DESCRIPTION	<p><u>Existing Use:</u></p>
	<p><u>Proposed Use (describe in detail):</u></p>

PROJECT DESCRIPTION	Please describe any construction constraints (wetlands, shoreland overlay zone, flood plain, non-conformance, etc.)

I certify I have provided, to the best of my knowledge, information requested for this application that is true and correct and I will not deviate from the Plan submitted without notifying the Planning and Development Department of any changes.

Applicant's Signature:	<hr/>	Owner's Signature:	<hr/>
Date:	<hr/>	Date:	<hr/>

**Applicant Service Accounts: Fees to pay other direct costs necessary to complete the application process, not including application fees. Title 3, Chapter 3.3.*

MINIMUM PLAN SUBMITTAL REQUIREMENTS	
<input type="checkbox"/> 15 Copies of this Application Form, all supporting documents, and the Development Plan and Vicinity Map 12 plan copies may be half-size (11"x17") and 3 must be full-size (24"x36")	
Shoreland Development Plan format and content:	
<p>A) Paper Size; no less than 11" X 17" or greater than 24" X 36"</p> <p>B) Plan Scale</p> <input type="checkbox"/> Under 10 acres: no greater than 1" = 30' <input type="checkbox"/> 10 + acres: 1" = 50' <p>C) Title Block</p> <input type="checkbox"/> Title: Shoreland Development Plan <input type="checkbox"/> Applicant's name and address <input type="checkbox"/> Name of preparer of plan with professional information <input type="checkbox"/> Parcel's Kittery tax map identification (map – lot) in bottom right corner <input type="checkbox"/> Vicinity Map or aerial photo showing geographic features 5,000 feet around the site. <p>D) Signature Block</p> <input type="checkbox"/> Area for signature by Planning Board Chair and Date of Planning Board Approval	

Development Plan must include the following existing and proposed information:	
<p>Existing:</p> <input type="checkbox"/> Land Use Zones and boundaries <input type="checkbox"/> Topographic map (optional) <input type="checkbox"/> Wetlands and flood plains <input type="checkbox"/> Water bodies and water courses <input type="checkbox"/> Parcel area <input type="checkbox"/> Lot dimensions <input type="checkbox"/> Utilities (Sewer/septic, water, electric, phone) <input type="checkbox"/> Streets, driveways and rights-of-way <input type="checkbox"/> Structures <input type="checkbox"/> Distance from structure to water body and property lines <input type="checkbox"/> Floor area, volume, devegetated area, and building coverage	<p>Proposed: (Plan must show the lightened existing topography under the proposed project plan for comparison.)</p> <input type="checkbox"/> Recreation areas and open space <input type="checkbox"/> Setback lines and building envelopes <input type="checkbox"/> Lot dimensions <input type="checkbox"/> Utilities (Sewer/septic, water, electric, phone) <input type="checkbox"/> Streets, driveways and rights-of-way <input type="checkbox"/> Structures <input type="checkbox"/> Floor area, volume, devegetated area, and building coverage <p>Distance to:</p> <input type="checkbox"/> Nearest driveways and intersections <input type="checkbox"/> Nearest fire hydrant <input type="checkbox"/> Nearest significant water body; ocean, wetland, stream

Expansion/Construction Analysis within the Shoreland Overlay Zone¹
(see Table 16.9)

Size of water body or wetland: <500 sf <501 sf-1 acre >1 acre

Structure distance from water body: _____ feet

STRUCTURE	Existing	Proposed	% Increase*	
SF (Area)	sf	sf	%	
CF (Volume)	cf	cf	%	
Construction:	New: <input type="checkbox"/> Demo/Rebuild: <input type="checkbox"/> Maintenance/repair: <input type="checkbox"/>			Value: \$
*Total increase in area and/or volume may not exceed 30% for any new construction since 1/1/1989.				

PARCEL DE-VEGETATION	% Allowed*	Existing SF	Proposed SF	% Proposed*
Lot Size (sf)	%	sf	sf	%
*See underlying zone standards for de-vegetated area percent allowed within a Shoreland Overlay.				

BUILDING COVERAGE	% Allowed*	Existing SF	Proposed SF	% Proposed*
Lot Size (sf)	%	sf	sf	%
*See underlying zone standards for building coverage percent allowed.				

¹Calculations for area, volume, and de-vegetated areas must be included on the final plan and certified by a State of Maine registered architect, landscape architect, engineer, or land surveyor.

PROJECT DESCRIPTION	Please describe any construction constraints (wetlands, shoreland overlay zone, flood plain, non-conformance, etc.)	
	The project is entirely within the shoreland overlay zone.	
I certify I have provided, to the best of my knowledge, information requested for this application that is true and correct and I will not deviate from the Plan submitted without notifying the Planning and Development Department of any changes.		
Applicant's Signature:		Owner's Signature:
Date:	11/20/17	Date:
		11/20/17

*Applicant Service Accounts: Fees to pay other direct costs necessary to complete the application process, not including application fees. Title 3, Chapter 3.3.

MINIMUM PLAN SUBMITTAL REQUIREMENTS	
<input checked="" type="checkbox"/>	15 Copies of this Application Form, all supporting documents, and the Development Plan and Vicinity Map 12 plan copies may be half-size (11"x17") and 3 must be full-size (24"x36")
Shoreland Development Plan format and content:	
A) Paper Size; no less than 11" X 17" or greater than 24" X 36"	
B) Plan Scale	
<input checked="" type="checkbox"/> Under 10 acres: no greater than 1" = 30'	
<input type="checkbox"/> 10 + acres: 1" = 50'	
C) Title Block	
<input checked="" type="checkbox"/> Title: Shoreland Development Plan	
<input checked="" type="checkbox"/> Applicant's name and address	
<input checked="" type="checkbox"/> Name of preparer of plan with professional information	
<input checked="" type="checkbox"/> Parcel's Kittery tax map identification (map – lot) in bottom right corner	
<input checked="" type="checkbox"/> Vicinity Map or aerial photo showing geographic features 5,000 feet around the site.	
D) Signature Block	
<input checked="" type="checkbox"/> Area for signature by Planning Board Chair and Date of Planning Board Approval	

Development Plan must include the following existing and proposed information:	
Existing: <input checked="" type="checkbox"/> Land Use Zones and boundaries <input type="checkbox"/> Topographic map (optional) <input checked="" type="checkbox"/> Wetlands and flood plains <input checked="" type="checkbox"/> Water bodies and water courses <input checked="" type="checkbox"/> Parcel area <input checked="" type="checkbox"/> Lot dimensions <input type="checkbox"/> Utilities (Sewer/septic, water, electric, phone) <input type="checkbox"/> Streets, driveways and rights-of-way <input checked="" type="checkbox"/> Structures <input checked="" type="checkbox"/> Distance from structure to water body and property lines <input checked="" type="checkbox"/> Floor area, volume, devegetated area, and building coverage	Proposed: (Plan must show the lightened existing topography under the proposed project plan for comparison.) <input checked="" type="checkbox"/> Recreation areas and open space <input checked="" type="checkbox"/> Setback lines and building envelopes <input checked="" type="checkbox"/> Lot dimensions <input checked="" type="checkbox"/> Utilities (Sewer/septic, water, electric, phone) <input type="checkbox"/> Streets, driveways and rights-of-way <input checked="" type="checkbox"/> Structures <input checked="" type="checkbox"/> Floor area, volume, devegetated area, and building coverage Distance to: <input type="checkbox"/> Nearest driveways and intersections <input type="checkbox"/> Nearest fire hydrant <input checked="" type="checkbox"/> Nearest significant water body; ocean, wetland, stream

Attachments for Shoreland Plan Wood Island Life Saving Station

- 1) Repair Agreement. 7 26 17
- 2) Concession Agreement. 7 26 17
- 3) Kittery Port Authority approval for pier and marine railway. 9 12 17
- 4) Quit Claim Deed. 2 27 73
- 5) Preservation Covenant, ME Historic Preservation Comm. 8 10 15
- 6) US Army Corps of Engineers permit for pier, marine railway. 12 23 15
- 7) Approved subsurface wastewater disposal system variance, State of Maine, Dept of Health and Human Services. 9 29 17
- 8) Approved Replacement System Variance Request, HHE 204, State of Maine, Dept of Health and Human Services. 9 29 17
- 9) Construction permit, Maine Office of the Fire Marshall. 9 7 17
- 10) Natural Resources Protection Act approval, Maine Department of Environmental Protection, 12 15
- 11) National Register of Historic Places eligibility letter, State of Maine, Historic Preservation Commission. 4 21 15
- 12) Envirovantage letter confirming historic shed was included in remediation scope of work and removed in late July 2016. 10 26 17
- 13) Certificate of Completion, US EPA / Maine DEP, confirming that historic shed was included in clean up and was to be rebuilt. 2 28 17
- 14) "Notes" of former Kittery Town Planner, Chris DiMateo, regarding the Wood Island sketch plan review. 10 126 17
- 15) Sketch Plan Review Application (9 7 17) and Sketch Plan (9 5 17) approved by Kittery Planning Board on 10 26 17.

WOOD ISLAND LIFE SAVING STATION REPAIR and MAINTENANCE AGREEMENT

This REPAIR and MAINTENANCE AGREEMENT, hereinafter referred to as "AGREEMENT" is made and entered into this 26th day of July, 2016 by and between the Town of Kittery, hereinafter referred to as the "TOWN", and the Wood Island Life Saving Station Association, a non-profit corporation based in Kittery Point, Maine, hereinafter called the "WILSSA", collectively called "PARTIES."

WITNESSETH:

Whereas, the TOWN owns certain land, a historic lifesaving STATION and appurtenances totaling 1.25 acres, obtained by the TOWN from the United States of America, known as Wood Island Life Saving Station, and deeded to the TOWN February 27, 1973, found in Book 1985, Page 201, of the York County Registry of Deeds hereinafter referred to as the "PREMISES". A copy of said quitclaim deed is attached and hereinafter referred to as Exhibit A; and

Whereas, Condition No. 1 of said deed sets forth that "the property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application submitted by the Grantee on the 25th day of October, 1972 and amended the 27th day of November 1972, which program and plan may be further amended from time to time at the request of either the Grantor or Grantee with the written recommendation and advice of the other party, and such amendments shall be added to and become a part of the original application;" and

Whereas, such program of utilization referenced above includes a statement that "the island would be used by boaters in the Piscataqua River as a place to stop for cookouts, picnics, etc. In addition, depending on the condition of present buildings it would also be maintained as a point of interest or historic site;" and

Whereas, Condition No. 3 of said deed provides that "The property will not be sold, leased, assigned or otherwise dispose of except to another local Governmental agency..." "However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is provided in writing by the Secretary of the Interior "; and

Whereas, the TOWN and WILSSA use the term STRUCTURES to mean hereinafter the STATION (main building), shed, marine railway, pier, floats, moorings, seawalls, and wreck pole; and

Whereas, WILSSA desires to repair or construct the STRUCTURES, maintain them and use them as a Maritime Museum for the enjoyment of the public; and

Whereas, the TOWN proposes to allow the WILSSA to repair or construct the STRUCTURES, maintain them and use them as a Maritime Museum for the enjoyment of the public; and

Whereas, the TOWN and WILSSA contracts for Cleanup & Exterior Rehabilitation of the Wood Island Life Saving Station, Kittery, Maine, were executed on May 17, 2016, and incorporated herein by reference, as highlighted at Exhibit C (excerpts); and, planned work for pier, marine railway, and seawall project, drawings, specifications and permit documents, are prepared and also incorporated by reference herein (Exhibit D); and

Whereas, the TOWN and WILSSA have finalized a concession agreement, as approved by the National Park Service, that specifies the conditions under which the restored STRUCTURES will be operated for the use and enjoyment of the public by WILSSA; and

Whereas, TOWN and the Maine State Historic Preservation Office have executed a 20 year Preservation Agreement as required by the \$200,000 National Maritime Heritage grant which has been approved by National Park Service that specifies the conditions under which the restored exterior of the STATION will be maintained; and

Whereas, the legislature of the State of Maine has passed into law an appropriation for \$200,000 in funding to match the National Maritime Heritage grant and to be used for the exterior repairs of the building as soon as the hazardous materials abatement has been completed; and

Whereas, WILSSA desires to seek additional private, foundation, corporate, state and federal funding or assistance to satisfy the financing of the repairs, construction, maintenance and operation of the STRUCTURES and the TOWN agrees to promptly review, make comments to, and make its best effort to support applications for funding or assistance by WILSSA, or apply for such funds or assistance itself on behalf of WILSSA , with the expressed condition that TOWN will not pay for any funding with the exception of the hazardous materials abatement funding; and

Whereas, the TOWN agrees to allow WILSSA to create a protocol for recognizing donors and volunteers to this project; and

Whereas, WILSSA and the TOWN agree that a nomination for National Register of Historic Places is appropriate and fitting for the historic STATION that is eligible for such listing and the TOWN agrees not to object to such a nomination and to support it; and

Whereas, nothing in this agreement may restrict the public's access to Wood Island itself for recreational purposes year round, with the exception of areas inside designated construction sites or the maritime museum.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants and agreements as hereinafter set forth, WILSSA agrees to undertake the repair, construction and maintenance of the STRUCTURES and the TOWN agrees to allow WILSSA to repair or construct and maintain the STRUCTURES subject to all the terms and conditions of this AGREEMENT.

1. Exclusive Authority to Repair and Construct Structures

The TOWN does hereby allow WILSSA to repair or construct the STRUCTURES. The TOWN agrees not to award contracts or work to any other individual or entity, including itself, during the term of this AGREEMENT regarding the STRUCTURES, including, but not limited to, their repair, maintenance or use and the design, scheduling and execution of same without the written approval of WILSSA.

2. Improvements to Inure to the TOWN

Improvements to the STRUCTURES as undertaken, worked on and completed by WILSSA become the sole property of the TOWN.

3. Term

This AGREEMENT is effective immediately. This AGREEMENT will expire upon issue of a certificate of occupancy by the TOWN for the STATION for operation as a Museum, or 20 years after the effective date of this AGREEMENT, if no such certificate of occupancy has been secured by WILSSA, whichever occurs later. The effective date of a Concession Agreement between the TOWN and WILSSA will be the date of issuance of the said certificate of occupancy.

4. Payments, Fees and Royalties

There will be no fee or tax paid by WILSSA to the TOWN for this AGREEMENT or for any matters covered by this AGREEMENT. In addition, the TOWN will impose no other costs of any kind upon WILSSA or the PREMISES during the term of this AGREEMENT including, but not limited to, real estate property taxes or special assessments.

No funds raised by WILSSA will become the property of the TOWN except in accordance with Article 17 or 18 of this Agreement. WILSSA may create and retain any royalties or payments for the use of images and descriptions of the STATION or its activities related to repairing, maintaining or operating the STATION.

5. WILSSA's and TOWN's Records and Documents / Annual Report of Activities

With respect to all matters covered by this AGREEMENT, WILSSA's records and documents are subject at reasonable times to inspection, review or audit by the TOWN. With respect to all matters covered by this AGREEMENT, the TOWN's records and documents are subject at reasonable times to inspection, review or audit by WILSSA. WILSSA must provide to the TOWN a regular report of activities on an annual basis due no later than the execution date of this AGREEMENT. This report must include milestones reached, approximate contract and volunteer hours expended, funds raised, funds expended, and forward looking estimates of the tasks ahead. TOWN may use this report as it wishes, including using it in whole or in part to satisfy any reporting requirements regarding Wood Island with the National Park Service.

6. Licenses and Permits

All necessary licenses and/or permits to undertake repairs to or construction of the STRUCTURES must be obtained by WILSSA from the appropriate TOWN, State, and Federal offices. Any licenses, leases, preservation agreements, or permits, that require the owner of the property, rather than WILSSA, to be the applicant or signatory will be prepared by WILSSA in consultation with the TOWN and approved by the TOWN promptly. All fees for TOWN licenses, leases and/or permits and inspections will be waived for work authorized by this AGREEMENT. Consent for the issuance of any TOWN permits or permissions must not be unreasonably withheld.

7. Financial Security Package

In order to ensure the satisfactory performance and completion of any repairs or construction of the STRUCTURES greater than \$10,000, WILSSA must establish a financial security package in an amount of not less than the projected total costs of the repairs or construction as reflected in the building permit(s) before undertaking any repairs or construction of the STRUCTURES. The financial security package may include an irrevocable letter of credit (LOC) with a Maine licensed bank or other comparable security or contract such as a federal grant agreement or a state appropriation with a relevant oversight agency or in-kind contributions that have supporting documentation confirming the donation. The specific amount, financial institution, form and terms of the LOC or other comparable security or contract or in-kind donation to fund the repairs or construction must be approved by the Kittery Town Manager for only the purpose of assuring that the financial security package meets the intent of this requirement.

8. Repair

WILSSA will select, arrange, design, schedule and supervise any and all aspects of the restoration of the STRUCTURES including all construction and finish work as reflected in the Contract Documents for Cleanup & Exterior Rehabilitation of the Wood Island Life Saving Station, Kittery, Maine, executed on May 17, 2016, and incorporated herein by reference and highlighted in Exhibit C, "SOW Wood Island - Excerpts"; and, Exhibit D, "Drawings, specifications, and permit documents, for pier, marine railway and seawall projects"; and other such drawings, specifications and permit documents as may be created by WILSSA for other STRUCTURES in the future. TOWN will secure WILSSA's concurrence in terms of planning, timing, phasing, design, budgeting, approach, and vendor selection regarding the hazardous materials abatement.

9. Inspection of Structures

WILSSA shall allow the Code Enforcement Officer, or designee, and the TOWN's public safety personnel, and/or the Secretary of the Interior's designated representative, National Park Service, and the State Historic Preservation Officer or duly authorized representatives at any and all reasonable times to inspect any facility operated under this Agreement.

10. Other Terms and Conditions

A. Indemnity and Limitation of Liability

1) WILSSA hereby agrees to indemnify, defend and hold harmless the TOWN and its respective officers, officials, agents, employees, members of boards and committees, with respect to the equipment, work and materials that WILSSA or its subcontractors, employees, agents or representatives have agreed to perform and supply under this AGREEMENT from and against all expenses, losses and claims, demands, payments, suits, actions, liabilities, recoveries, and judgments of any nature and description, other than as a result of the sole negligence of the TOWN, including reasonable attorney's fees, resulting from claims arising out of or related to any act or omission of WILSSA, its agents, employees, contractors, representatives for service or materials provided, in the work and materials that WILSSA has agreed to perform and supply under this AGREEMENT, or by reason of any suit or claim for royalties, license fees, or infringement of copyright or patent rights arising, or alleged to have risen, from WILSSA's performance under this AGREEMENT. This obligation to indemnify, defend and hold harmless does not waive any defense, immunity or limitation of liability which may be available to the TOWN, its officers, agents, or employees under the Maine Tort Claims Act pursuant to 14 M.R.S. §8101 et. seq.

2) In the event of the commencement of any action against the TOWN, or its respective officers, officials, agents, employees, or members of boards and committees which is within the scope of this indemnification, the TOWN will give notice thereof to WILSSA within fifteen business days after the TOWN is formally noticed in any such action, and, after consultation with the TOWN, WILSSA will have the right to select and furnish counsel for the defense of any such action, at no cost or expense to the TOWN.

3) The TOWN's failure to give timely notice to WILSSA of the commencement of any such action does not relieve WILSSA of its obligations under this section unless such failure to give timely notice causes actual prejudice to WILSSA's ability to defend any such claim. Except for settlements involving only the payment of money, no settlement which creates an obligation for the TOWN of any such action, or any claim therein, may be made by WILSSA or by counsel selected by WILSSA without the approval of the TOWN, which approval may not be unreasonably withheld.

4) The extent of WILSSA's indemnification and hold harmless is not limited by the requirements for liability insurance under this AGREEMENT.

B. Force Majeure

WILSSA is not liable for any loss or damage due to failure or delay in performance under this AGREEMENT resulting from any unusual or unavoidable cause beyond WILSSA's reasonable control such as, but not limited to: acts of God; acts or omissions of civil or military authority; fires; floods; epidemics; quarantine restrictions; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; sabotage; unusual delay in transportation.

11. Insurance

A. Coverage and Limits

Once construction begins on the STRUCTURES and thereafter, WILSSA shall at its sole expense maintain insurance per the specifications and minimum limits set forth herein.

1) Commercial General Liability on an occurrence, as opposed to claims made, basis with general aggregate limit applicable per project and per location.

Each occurrence limit:.....\$1,000,000.00
General aggregate limit:.....\$2,000,000.00

Products/Completed operations aggregate limit:.....\$2,000,000.00

An additional insured provision is to apply to the TOWN and its respective officers, officials, agents, and employees on a primary, non-contributory basis.

2) Automobile liability for owned, hired, and non-owned autos with combined single limit each accident of \$1,000,000. An additional insured, or designated insured, provision is to apply to the TOWN and its respective officers, officials, agents, and employees.

3) If there are any employees, workers' compensation insurance to comply with the requirements of Maine statute, plus employers' liability for:

Each Accident:.....\$100,000.00

Each Employee (disease):.....\$100,000.00

Policy Limit (disease):.....\$500,000.00

4) If required by Federal Statute, coverage to comply with the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950) and/or Merchant Marine Act, 1920 (46 USC Section 688) commonly referenced as the "Jones Act".

5) All policies required by this AGREEMENT are to be provided by a company, or companies, admitted to conduct business in the State of Maine. All policies shall be so written that the Kittery Town Manager will be notified of cancellation at least ten (10) days prior to the effective date of such cancellation. A certificate of insurance from WILSSA's insurance carrier showing at least the coverage and limits of liability specified above and the inception and expiration dates shall be filed with the Town Manager at least seven (7) calendar days before operations are begun.

6) WILSSA agrees to require that any written Agreements between WILSSA and any of its service or material provider(s) will require the same provisions, coverages, and limits as in this Article 11. WILSSA shall obtain an endorsement to its Commercial General Liability policy to cover WILSSA's obligations under this Article.

7) The TOWN will use its best effort to include WILSSA as an insured party in any agreement with the Abatement Contractor.

12. Amendment to AGREEMENT

This AGREEMENT contains all the terms and conditions between the parties, and no alteration, amendment, or addition to this agreement is valid unless in writing and signed by the WILSSA and a majority vote of the full Town Council.

13. Governing Law

This AGREEMENT is governed and interpreted by Maine law.

14. Liens

WILSSA shall keep the PREMISES free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by WILSSA during the term of this AGREEMENT or any extension or renewal thereof.

15. Waiver

Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of said party's rights hereunder. No waiver by either party at any time, expressed or implied, of any breach of any provision of this AGREEMENT may be deemed a waiver of breach of any other provision of this AGREEMENT or a consent to any subsequent breach of the same or any other provision.

If any action by either party requires the consent and approval of the other party, the other party's consent to or approval of such action on any one occasion may not be deemed to be a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Agreement, upon any breach, are distinct, separate and cumulative and may not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, may be deemed to be an exclusion of any other.

16. Dispute Resolution

Any dispute between the parties arising out of or relating to this AGREEMENT must be resolved in accordance with this Article. Any party may give written notice of a dispute arising out of or related to this Agreement to the other party in person or by certified mail, return receipt requested. The parties must attempt to resolve the matter through informal communication or negotiation for a period of thirty (30) days from the date of receipt of notice by the last party to receive notice. If the dispute has not been resolved within thirty (30) days, either party may serve written notice on the other party of a request for mediation.

If the parties mutually agree to mediation, the mediation must be conducted in Maine by a mediator mutually agreeable to the parties, must not exceed one full day or two half days in length, and must be completed within forty-five (45) days from the date of receipt of notice of a request for mediation by the last party to receive notice. In the event that the parties are unable to agree on a mediator within thirty (30) days, or to resolve the dispute through mediation within 45 days, the dispute may be submitted to arbitration with the written concurrence of both PARTIES in accordance with the procedures of the Maine Uniform Arbitration Act, 14 M.R.S. §5927 et seq. Nothing in this provision precludes either party from seeking all available legal or equitable remedies following mediation if it is held and arbitration is not agreed to by both PARTIES.

17. Termination by TOWN/ WILSSA for Cause

A. TOWN may terminate this AGREEMENT if WILSSA:

- 1) Fails to provide timely reports of activities to the TOWN as required by this AGREEMENT.
- 2) Is in substantial breach of this AGREEMENT.
- 3) This AGREEMENT may also be terminated by the TOWN in the event that WILSSA ceases to be an active, nonprofit corporation registered to do business under the laws of the State of Maine.

When any of the above conditions exist, the TOWN may, without prejudice to any other rights or remedies of the TOWN and after giving WILSSA thirty (30) days written notice to remedy above condition and the condition has not been remedied within 30 days of such notice, terminate this AGREEMENT and may:

- 4) Take possession of all improvements made by WILSSA;
- 5) Maintain the work by whatever reasonable method TOWN may deem expedient using funds available through an Irrevocable Letter Of Credit or other comparable security as referred to in Article 7; or

B. WILSSA may terminate this AGREEMENT if the TOWN:

- 1) Is in substantial breach of this AGREEMENT.

When any of the above conditions exist, WILSSA may, without prejudice to any other remedies or WILSSA and after giving the TOWN thirty (30) days written notice to remedy the above condition and the condition has not been remedied within 30 days of such notice, terminate the AGREEMENT without penalty and may revoke the Letter of Credit or other comparable security.

18. Voluntary Termination

If there is significant damage to the STRUCTURES from fire (including arson), flood, lightning, wind, wave or any act of God beyond the WILSSA's control during the course of this AGREEMENT, WILSSA will estimate the cost of the damage. If those costs exceeded 75% of the cost of replacement of any one of the STRUCTURES so damaged or portion thereof that WILSSA is unable or unwilling to repair at their own expense, WILSSA reserves the right to terminate this contract without penalty.

If, in the event of damage to the STRUCTURES as described above, the TOWN will inquire of WILSSA if WILSSA intends to exercise its right of voluntary termination. WILSSA will answer such an inquiry from the TOWN, when notified, within sixty 60 days and if planning to repair the damage at its own expense will provide a plan of work with timetable to complete the repairs. The TOWN will accept the plan of work and timetable under the same terms and conditions as are in this AGREEMENT and WILSSA shall then implement the plan.

If WILSSA chooses voluntarily to terminate this AGREEMENT for the reasons stated, any funds available in the Letter of Credit or other comparable security must be released to the TOWN to be used to help remedy the damage and maintain the property. Any funds remaining from the Letter of Credit or other comparable security after a remedy of the damages and maintenance of the property must be returned to WILSSA.

19. Maintenance of Structures:

At the completion of the repairs of the exterior of the STATION and continuing throughout the duration of this AGREEMENT, WILSSA must, at its own expense and at no cost or expense to the TOWN, maintain the STRUCTURES in a safe and orderly manner.

A 20-year Agreement describing maintenance and related conditions for the exterior of the STATION (Exhibit B, "Preservation Agreement") has been approved by the designee of the National Park Service and entered into by the TOWN as Grantor and the State of Maine as Grantee. That Agreement allows for TOWN to seek other parties to pay for the maintenance costs of the Agreement. WILSSA shall maintain the property in accordance with that Agreement on behalf of TOWN.

20. Acknowledgement: Deed Terms and Conditions

This AGREEMENT and the obligations of the parties hereto are subject to the terms and conditions set forth in the deed from the United States of America to the TOWN, dated February 27, 1973, and recorded in the York County Registry of Deeds at Book 1985 Page # 201, and the current Program of Utilization referenced in this AGREEMENT.

Violations of the said terms and conditions may be grounds for reversion to the United States of America, at its discretion and termination of this Agreement. WILSSA-owned personal and real property improvements associated with the real property, may be subject to seizure, without compensation, by the USA.

21. Assignment

WILSSA may not assign or otherwise transfer in any other way to any party or individual its rights, duties or obligations under this AGREEMENT, either in whole or in part without the prior written consent of the majority vote of the full Town Council.

22. Notice

Any notice required or permitted to be given by either party hereto to the other is deemed to have been duly given when delivered personally or otherwise actually received after mailing by certified mail, return receipt requested, or by reputable overnight courier or by facsimile (with confirmation of receipt), addressed as follows:

To TOWN:	To WILSSA:
TOWN MANAGER	WOOD ISLAND LIFE SAVING STATION ASSOC
200 ROGERS ROAD	P.O. BOX 11
KITTERY, ME 03904	KITTERY POINT, ME 03905

Any notice related to the requirements of Section 106 of National Historic Preservation Act of 1966 (NHPA) (16 USC §470f) or 36 CFR Part 800, "Protection of Historic Properties", must also be given to the State Historic Program Office: Maine Historic Preservation Commission, 55 Capitol Street, 65 State House Station, Augusta, Maine 04333

Other addresses may be established as the parties hereto may designate by written notice to the other party and delivered in accordance with the provisions of this article.

23. Rescission and Supersession

The "Repair, Maintenance and Use" Agreement between TOWN and WILSSA, dated January 25th, 2016, and all amendments thereto are superseded and rescinded as from the effective date of this AGREEMENT.

24. Severability of Provisions

If any provision or any portion thereof contained in this AGREEMENT is held unconstitutional, invalid or unenforceable by a court of jurisdiction, the remainder of this AGREEMENT shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the TOWN has authorized its Town Manager representing the TOWN to sign this AGREEMENT and WILSSA has approved the AGREEMENT and signed as of the date first noted above.

WITNESS:

Maryann Blain

KITTERY, MAINE (OWNER)

BY: Carol M. Granfield

INTERIM TOWN MANAGER
200 ROGERS ROAD
KITTERY, ME 03904

[Name][Title][Address] [Town, State, Zip Code]

WITNESS:

Harv Estu

WOOD ISLAND LIFE SAVING STATION ASSOCIATION

BY: Samuel J. Reo

President, Po Box 11
Kitty Pt. ME 03905

[Name][Title][Address] [Town, State, Zip Code]

- EXHIBIT A. Quitclaim Deed
- EXHIBIT B. Preservation Agreement

EXHIBIT C. Scope of Work – Excerpts

EXHIBIT D. Wood_Island_MDEP-USACE_Permits - Excerpts

CONCESSION AGREEMENT
between the
TOWN OF KITTERY, MAINE
and the

WOOD ISLAND LIFE SAVING STATION ASSOCIATION

This Concession Agreement (the AGREEMENT) is made this 26th day of July, 2016 by and between the Town of Kittery, a municipal corporation of the State of Maine, with its office at Town Hall, 200 Rogers Road, Kittery ME, 03904, hereinafter referred to as "TOWN", and the Wood Island Life Saving Station Association, a non-profit corporation with a mailing address at PO Box 11, Kittery Point, ME, 03905, hereinafter referred to as "WILSSA", collectively as the "PARTIES".

RECITALS

Whereas, the TOWN owns certain land totaling approximately 1.25 acres with an historic lifesaving station and appurtenances thereon, known as Wood Island Life Saving Station, obtained by the TOWN from the United States of America (hereinafter referred to as the "USA"), as surplus property, hereinafter referred to as the "PREMISES", and deeded to the TOWN on February 27, 1973. Said quitclaim deed is found in Book 1985, Page 201, of the York County Registry of Deeds a copy of which is attached hereto and incorporated herein by this reference, and hereinafter referred to as Exhibit A; and

Whereas, the TOWN and WILSSA desire to provide a Marine Museum facility and related services as described in Section 2 of this AGREEMENT on a portion of Wood Island for the use and benefit of the general public; and

Whereas, the TOWN and WILSSA use the term STRUCTURES to mean hereinafter the STATION (main building), shed, marine railway, pier, floats, moorings, seawalls, and wreck pole; and

Whereas, the PARTIES will have abated hazardous materials on the property; restored the main building exterior; and repaired/constructed STRUCTURES as reflected in a separate "REPAIR and MAINTENANCE AGREEMENT", acknowledged herewith as successfully accomplished as of issue of a certificate of occupancy by the TOWN for the STATION; and, intend to maintain them and use them for the enjoyment of the public as a Maritime Museum; and

Whereas, a covenant of said deed (Condition No. 1) sets forth that "the property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application submitted by the Grantee (TOWN) on the 25th day of October 1972, and amended the 27th day of November 1972, which program and plan may be further amended from time to time at the request of either the Grantor (USA) or Grantee with the written recommendation and advice of the other party, and such amendments shall be added to and become a part of the original application;" and

Whereas, such program of utilization referenced above includes a statement that "the island would be used by boaters in the Piscataqua River as a place to stop for cookouts, picnics, etc. In addition, depending on the condition of present buildings it would also be maintained as a point of interest or historic site;" and

Whereas, the PARTIES desire to specify the conditions under which the PREMISES will be used for the enjoyment of the public as a park and Maritime Museum, and to allow WILSSA to raise funds for the expenses of the maintenance, repair, operation of the STRUCTURES and the costs of operating the Maritime Museum and other costs; and

Whereas, the primary purposes of the Maritime Museum established by WILSSA are the preservation of historical artifacts; the presentation of historical information; and, the offering of demonstrations and interactive exhibits of the maritime heritage of the Wood Island Life Saving Station to the public; and

Whereas, the TOWN is satisfied that provision of additional services and facilities at the Wood Island Life Savings Station by WILSSA is in the TOWN's and the public's best interest; and

Whereas, a covenant of the deed (Condition No. 3) states "The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreation purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee (TOWN) from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreement is obtained in writing from the Secretary of the Interior"; and

Whereas, the National Park Service Federal Lands to Parks Program is the designated representative of the Secretary of the Interior for the approval of this concession agreement.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises, covenants, and agreements, as hereinafter set forth, the TOWN agrees to allow WILSSA to provide a Maritime Museum, services and facilities, hereinafter to be mentioned, upon a portion of the real property described in Exhibit A, and located on the TOWN's property at Wood Island in Kittery, Maine. Such Maritime Museum open to the public as stipulated below.

1. Location:

The TOWN does hereby agree to allow WILSSA the use of the Wood Island Life Saving Station and STRUCTURES which are a portion of the property described in Exhibit A. The remaining PREMISES of Wood Island may also be used by WILSSA for the purposes stated herein, but must remain open for public recreational use at all times at no cost as described, following.

2. Use of Premises:

WILSSA shall use, occupy, and maintain, the portions of PREMISES herein identified in a businesslike, careful, clean and non-hazardous manner for the sole purpose of a Maritime Museum in strict accordance with all terms and provisions imposed by the Department of the Interior as set forth in Exhibit A. Written approval by the TOWN and written concurrence by the Secretary of the Interior or delegated representative, National Park Service, is required for other proposed use, in conjunction with, or in addition to, those specified herein.

A. Use Compliance:

All uses undertaken by WILSSA pursuant to this AGREEMENT must comply with local land use ordinances, as well all local, state, and federal permits and regulations. WILSSA shall promptly execute and comply in all material respects with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state, and local governments having jurisdiction over said PREMISES for the correction, prevention, and abatement of pollution and use of the PREMISES during the term of this AGREEMENT and any renewal thereof.

B. Right of Use:

The TOWN acknowledges that this AGREEMENT is exclusive to WILSSA and may not contract with

any other individual or entity, including the Town, for any purpose contained herein, during the term of this AGREEMENT.

C. Free Public Access for Recreation:

The PARTIES agree that the PREMISES must be used as a Maritime Museum with access to the public and for recreational purposes. Nothing in this AGREEMENT may restrict the public's access to Wood Island itself for recreational purposes year round, even when the Museum is not in operation and/or during off-season with the exception of areas inside designated construction sites or the Museum. No fee will be charged for public recreational use of the PREMISES except as described in Section 6, below.

D. Use Purposes, Programs and Activities:

WILSSA may use the PREMISES only for the following:

1. A museum will occupy the first floor, the observation tower and portions of the property, depicting the history of Wood Island, specifically the roles of the US Life Saving Service from 1908 to 1915; the US Coast Guard from 1916 to 1941 and 1945 to 1948; and, the US Navy from 1941 to 1945.
2. Demonstrations of lifesaving operations; displays of lifesaving equipment and implements and demonstrations of their use, methods and types of lifesaving and lifesaving architecture nationwide; and, interior furnishings that replicate what life was like in the STATION for the surfmen who served there.
3. A docents program will be designed and operated by WILSSA for individuals to stay at the STATION and provide support services such as security for the Museum or work to sell merchandise or food / beverages, undertake routine cleaning and maintenance of the PREMISES, open and close the STATION or pier, collect rental or admissions fees or docking / mooring fees, or attend orientation programs to be able to provide a variety of high quality information on the historic STATION for the enjoyment of the visiting public.
4. Space to support the Museum for ancillary use may be provided on the second floor with limited public access. The tower is intended to be accessible to the public as much as is safe and practical. The basement is to be used for mechanical and service functions and may have no public access. The shed is expected to offer a handicapped accessible bathroom and storage space for a generator.
5. The pier will provide public access to Wood Island, subject to the terms of this agreement such as is found at Section 6. Limitations on tie-up times will allow access for more vessels to the Island. The ability to close and lock the pier when the Museum is not open will provide for additional security.
6. Mooring(s) will be available to the public subject to the terms of this agreement.
7. The marine railway will be available for public demonstrations of launching and retrieving rescue craft, displaying of boats, and for storage of floats when the Museum is not open. Below the high tide area is expected to be slippery and unsafe and will be closed to the public.
8. Seawalls will be used to protect the PREMISES from high tides and storms. The area immediately behind the seawalls may contain underground tanks to be used as part of utility systems. The public will be warned to stay off of the seawalls for safety sake because of their height.
9. Other programs, activities, and events, related to, or in furtherance of, the purposes of the Museum consistent with the provisions of this AGREEMENT.

E. Restrictions on Use and Activities:

During and throughout the term of this AGREEMENT, the use, occupancy, and activities, of WILSSA, all persons holding by or through WILSSA; and, all persons who come upon the PREMISES with the consent of the WILSSA, are restricted as follows:

1. Permitted use. No part of the PREMISES may be used for any purpose other than as described in this AGREEMENT.
2. Hazardous use. No part of the PREMISES may be used or occupied for any purpose that may constitute hazardous exposure to fire, explosion, or toxic or radioactive emission or contamination.

F. Environmental Protection:

All activities on the PREMISES and all uses to which any part of the PREMISES is put by WILSSA, must comply in all material respects with federal, state and local environmental protection statutes, laws, rules and regulations, subject to WILSSA's right to contest the applicability thereof, during which contest WILSSA may not be deemed in non-compliance. WILSSA must not discharge, nor permit or suffer to be discharged, on or into the ground any substance that may endanger or pollute the groundwater supply in any material respect.

3. Personal Property:

No personal property is provided by the TOWN for this AGREEMENT. Any and all personal property of every kind and nature whatsoever, whether or not attached to or installed in any building, structure, or other improvement which WILSSA places in, upon, or about the PREMISES during the term hereof may be removed therefrom in accordance with Section 14 below, prior to the expiration of the term of this AGREEMENT and remain the personal property of WILSSA.

4. Term:

This AGREEMENT is effective from the date a certificate of occupancy for use of the STATION for an initial term of twenty (20) years, thence forward, is issued to WILSSA by the TOWN, which is to be attached hereto and incorporated by this reference; or the expiration of the National Maritime Heritage Grant Program Preservation Agreement, 08/10/15 (Exhibit B), whichever is sooner.

5. Renewal:

WILSSA has an option to renew this AGREEMENT for four (4) five-year (5-yr) terms upon conditions to be mutually agreed upon at that time. Should conditions be otherwise unchanged, the renewal is automatic upon WILSSA's notice to the Town of its intent to exercise its option to renew the AGREEMENT ninety (90) days prior to expiration. Any AGREEMENT reached by the TOWN and WILSSA for renewal of this AGREEMENT is subject to the written approval of the Secretary of the Interior or delegated representative, National Park Service, if any significant changes to the AGREEMENT are included.

6. Concession payments:

A. Rent and Fees:

WILSSA shall pay no rent for the use of the PREMISES. In addition, no other costs or fees or taxes of any kind may be levied upon WILSSA by the TOWN for its use of the PREMISES, including, but not limited to, real estate property taxes or special assessments. This is not intended to include any sales or income taxes or fees that may be required pursuant to state or federal law.

B. Retention of Earnings:

WILSSA may retain any and all income from any fees or any other income from any activities conducted by WILSSA pursuant to the terms of this AGREEMENT. Those fees and income include, but are not limited to, admission fees, docent fees, rental fees, docking/mooring fees, merchandise sales, ancillary food and beverage sales, and royalties. Which fees may be set from time to time by WILSSA, with concurrence by the Town Manager that such are reasonably nondiscriminatory and comparable to fees charged at similar facilities in the area.

7. WILSSA's Records and Documents:

With respect to all matters covered by this AGREEMENT, WILSSA's records and documents are subject at all times to inspection review or audit by the TOWN. WILSSA will supply the TOWN any documentation that may be needed by the TOWN to file required compliance reports to the Secretary of the Interior or delegated representative, National Park Service.

8. Operations and Maintenance:

The STRUCTURES, being primarily supported by volunteers, may be open seasonally to the public for such periods (months, days and hours) as determined in the sole discretion of WILSSA, but are intended to be open from Memorial Day through Labor Day of any year covered by this AGREEMENT. The terms of the 20-year Preservation Agreement (Exhibit B), continue in effect throughout the duration of this AGREEMENT and any renewal term as may be reflected therein, except as it may expire. In the event WILSSA ceases to operate the Maritime Museum, WILSSA shall continue to maintain the lifesaving structure, in the manner described in the preservation agreement, solely at WILSSA expense. The TOWN incurs no obligation for any financial support to operations and maintenance of the Maritime Museum, its appurtenances, or activities.

9. Licenses and Permits:

All necessary licenses and permits to operate this concession must be obtained from the appropriate offices before operation may begin. All licenses are subject to Code of Enforcement for safety, health and fire inspections.

10. Operating Expenses and Utilities:

WILSSA is responsible for the payment of utilities, as well as the costs associated with installation/upgrade of systems that are required by building codes and local ordinances relating to safety, health and fire. These systems must meet all local, state, and federal requirements.

11. Non-discrimination:

The TOWN and WILSSA agree to comply with all Federal and State laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the previously described property, including, but not limited to:

- All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d-1), which prohibits discrimination on the basis of race, color, or national origin;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 et seq.), which prohibits discrimination on the basis of age;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicap;

- The Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151), which requires facilities located on the property to be accessible to the physically handicapped; and
- The Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

12. Historic Property Provisions:

The subject property is deemed to be historic (Exhibit C, “Determination of Eligibility”) and WILSSA will adequately ensure the preservation of the historic property per the 20-year Preservation Agreement (Exhibit B) entered into by TOWN as Grantor and the State of Maine as Grantee to maintain the exterior of the building.

Also in accordance with that Preservation Agreement, any proposed construction, alteration, remodeling, changes of color or surfacing or any other change that would affect the structural integrity, appearance, cultural use, or archeological value of the property requires express prior written approval of the State of Maine through the Director of the Maine Historic Preservation Commission; and, will be in compliance with the Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures. WILSSA must submit any proposed changes to the property to the TOWN simultaneously to its submittal for approval to the Director of the Maine Historic Preservation Commission.

13. Alterations and Improvements:

WILSSA may not make alterations or improvements to the PREMISES without written consent of the cognizant entity representing the TOWN (e.g. Code Enforcement Office; Port Authority, Planning Board) in accordance with local ordinance. Such written consent will not be unreasonably withheld or delayed.

If structural changes are required, WILSSA shall arrange for and supervise all necessary construction work and be responsible for all costs associated with providing the changes. All construction work must comply with the Historic Properties section of this AGREEMENT.

14. Disposition of Real-Personal Property:

Ownership and disposition of all real property on the PREMISES reside with the TOWN, subject to the provisions of Section 23, below. WILSSA acknowledges that the STRUCTURES and property are subject to the possibility of reversion with improvements without compensation by the USA should there be a material breach of noncompliance by the TOWN or WILSSA for not adhering to covenants and agreements contained within Exhibit A.

Any and all personal property of every kind and nature whatsoever, whether or not attached to or installed in any building, structure, or other improvement which WILSSA places in, upon, or about the PREMISES during the term hereof may be removed therefrom prior to the expiration of the term of this AGREEMENT and remain the personal property of WILSSA.

Machines, trade fixtures, and similar installations, which are installed in any building, structure, or other improvement on the PREMISES, are not deemed to be part of the realty even though such installations are attached to the floors, walls, or roof, of any building or structure or to outside pavements, so long as such installation can be removed without structural damage to any building, structure, or other improvement on the PREMISES; provided, however, that if the removal of any such installation damages any part of the building, structure, other improvement, pavements or PREMISES, WILSSA shall repair such damage and restore said building, structure, other improvement, pavements or PREMISES to the same condition as originally existed upon the issuance of a certificate of occupancy, ordinary and usual wear and tear

excepted.

15. Maintenance and Repair:

During and throughout the term of this AGREEMENT, WILSSA shall, at its sole cost and expense, and at no cost or expense to the TOWN, maintain the STRUCTURES in good condition. A 20-year Preservation Agreement describing maintenance and related conditions for the exterior of the STATION (Exhibit B) as approved by the National Park Service and entered into by TOWN as Grantor and the State of Maine as Grantee, allows for TOWN to seek other parties to pay for the maintenance costs of the STATION exterior. WILSSA shall maintain the exterior of the STATION in accordance with that agreement on behalf of the TOWN. WILSSA must perform such repairs that become necessary from time to time during the term of this AGREEMENT and any renewals hereof as set forth herein

16. Inspection of Concession Areas:

WILSSA shall allow public safety officials representing the TOWN; the Secretary of the Interior's designated representative, National Park Service; and/or, the Maine State Historic Preservation Officer, or duly authorized representatives, at any and all reasonable times to inspect any facility operated under this AGREEMENT.

17. Indemnity and Liability:

A. Indemnity.

1. WILSSA hereby expressly agrees to indemnify, save, and hold harmless, the TOWN and its respective officers, officials, agents, employees, members of boards and committees, with respect to the equipment, work and materials that WILSSA or its subcontractors, employees, agents or representatives have agreed to perform and supply under this AGREEMENT from and against all expenses, losses and claims, demands, payments, suits, actions, liabilities, recoveries, and judgments of any nature and description, other than as a result of the sole negligence of the TOWN, including reasonable attorney's fees, resulting from claims arising out of or related to any act or omission of WILSSA, its agents, employees, contractors, representatives for service or materials provided, in the work and materials that WILSSA has agreed to perform and supply under this AGREEMENT. This obligation to indemnify, defend and hold harmless does not waive any defense, immunity or limitation of liability which may be available to the TOWN, its officers, agents, or employees under the Maine Tort Claims Act pursuant to 14 M.R.S. §8101 et. seq.
2. In the event of the commencement of any action against the TOWN, or its respective officers, officials, agents, employees, or members of boards and committees which is within the scope of this indemnification, the TOWN will give notice thereof to WILSSA within fifteen business days after the TOWN is formally noticed in any such action, and, after consultation with TOWN, WILSSA will have the right to select and furnish counsel for the defense of any such action, at no cost or expense to the TOWN.
3. The TOWN'S failure to give timely notice to WILSSA of the commencement of any such action does not relieve WILSSA of its obligations under this section unless such failure to give timely notice causes actual prejudice to WILSSA's ability to defend any such claim. Except for settlements involving only the payment of money, no settlement which creates an obligation for the TOWN of any such action, or any claim therein, may be made by WILSSA or by counsel selected by WILSSA, without the approval of the TOWN, which approval may not be unreasonably withheld.
4. The extent of WILSSA's indemnification and hold harmless is not limited by the requirements for liability insurance under this Agreement.

5. The provisions of this Article survive the termination of this AGREEMENT.

B. Force Majeure

WILSSA is not liable for any loss or damage due to failure or delay in performance under this AGREEMENT resulting from any unusual or unavoidable cause beyond WILSSA’s reasonable control including, but not limited to: acts of God; acts or omissions of civil or military authority; fires; floods; epidemics; quarantine restrictions; unusually severe weather; strikes or other labor disputes; embargoes; wars; political strife; riots; sabotage; or unusual delay in transportation.

18. Insurance:

WILSSA shall, at its own expense, provide such public liability insurance that will protect WILSSA and the TOWN from all claims for damages to property and persons, including death, and particularly the use of products prepared, and/or sold, which may arise in the operation of the activities conducted under this Agreement or anyone directly or indirectly employed by WILSSA. During the term of this AGREEMENT WILSSA shall maintain insurance per the specifications and minimum limits set forth herein:

a. Commercial General Liability on an occurrence, as opposed to claims made, basis with general aggregate limit applicable per project and per location.

Each occurrence limit:\$1,000,000.00
General aggregate limit:\$2,000,000.00
Products/Completed operations aggregate limit:\$2,000,000.00

b. An additional insured provision is to apply to the TOWN and its respective officers, officials, agents, and employees on a primary, non-contributory basis.

c. Automobile liability for owned, hired, and non-owned autos with combined single limit each accident of \$1,000,000. An additional insured, or designated insured, provision is to apply to the TOWN and its respective officers, officials, agents, and employees.

d. If there are any employees, workers' compensation insurance to comply with the requirements of Maine statute, plus employers' liability for:

Each Accident:\$100,000.00
Each Employee (disease):\$100,000.00
Policy Limit (disease):\$500,000.00

f. If required by Federal Statute, coverage to comply with the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950) and/or Merchant Marine Act, 1920 (46 USC Section 688) commonly referenced as the "Jones Act".

g. All policies required by this AGREEMENT are to be provided by a company, or companies, admitted to conduct business in the State of Maine. All policies shall be so written that the Kittery Town Manager will be notified of cancellation at least ten (10) days prior to the effective date of such cancellation. A certificate of insurance from WILSSA’s insurance carrier showing at least the coverage and limits of liability specified above and the inception and expiration dates must be filed with the Town Manager at least seven (7) calendar days before operations are begun.

h. WILSSA agrees to require that any written Agreements between WILSSA and any of its service or material provider(s) will require the same provisions, coverages, and limits as in this Article 18. WILSSA shall obtain an endorsement to its Commercial General Liability policy to cover WILSSA's obligations under this Article.

19. Assignment and Subletting:

WILSSA shall not assign this Agreement or any interest therein, nor let or sublet the said PREMISES or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person. Said let or underlet is grounds for termination of this AGREEMENT by the TOWN or possible reversion by the USA. This provision does not preclude WILSSA from contracting with other vendors, to assist in operating the STATION, such as the docent program, or charter boat operators to transport visitors to and from Wood Island.

20. Amendment to Concession Agreement:

This AGREEMENT contains all the terms and conditions between the parties, and no alteration, amendment, or addition is valid unless in writing and signed by WILSSA and approved by a majority vote of the full Kittery Town Council, with written concurrence by the Secretary of the Interior or designee.

21. Laws and Regulations:

WILSSA is aware of and agrees that it will use the PREMISES so as to conform with deeded environmental and usage controls and not violate any laws, regulations and /or requirements of the United States of America and/or State of Maine and/or any ordinance, rule or regulation of the TOWN now or hereafter made, relating to the use of the PREMISES. This AGREEMENT is also governed and interpreted by Maine law.

22. Signage:

WILSSA shall place no sign or advertisement upon any location of the property unless prior written approval has been granted in accordance with TOWN ordinance and the TOWN has the right, without first notifying WILSSA, to remove at the expense of WILSSA, any sign or signs that may be erected without prior approval.

23. Surrender; Waste:

WILSSA agrees that upon expiration of this AGREEMENT or earlier termination thereof, it shall surrender the PREMISES to the TOWN in as good or better condition as they were in at the time of execution of this document, ordinary wear excepted. WILSSA further agrees that it shall permit no waste nor suffer the same to be committed, nor injure nor misuse the PREMISES.

24. Liens:

WILSSA shall keep the PREMISES free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by WILSSA during the term of this AGREEMENT, or any extension or renewal thereof.

25. Waiver:

Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, is not deemed to be a waiver by said party of any of said party's rights hereunder. No waiver by either party at any time, expressed or implied, of any breach of any provision of this AGREEMENT may be deemed a waiver of breach of any other provision of this AGREEMENT or a consent to any subsequent breach of the same or any other provision. If any action by either party requires the consent and approval of the other party, the other party's consent to or approval of such action on any one occasion may not be deemed to be a consent to or approval of said action on any subsequent occasion.

Any and all rights and remedies which either party may have under this AGREEMENT, upon any breach,

are distinct, separate, and cumulative, and may not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, may be deemed to be an exclusion of any other.

26. Termination:

A. TOWN may terminate this AGREEMENT:

This AGREEMENT terminates automatically upon the occurrence of any of the following events:

1. With unilateral termination upon 30 days written notice for cause and specifying the date of termination.
2. If WILSSA fails to comply with any of the material terms and conditions of this AGREEMENT.
3. Upon expiration of the term of this Agreement or any renewal thereof.
4. If WILSSA ceases to be an active, functioning nonprofit corporation registered to do business under the laws of the State of Maine.
5. "Cause" in this agreement means:
 - (i) an intentional act of fraud, embezzlement, theft or any other material violation of law that occurs during or in the course of WILSSA performance under this agreement;
 - (ii) intentional damage to the TOWN's assets;
 - (iii) intentional engagement in any activity which would constitute a breach of WILSSA's duty of loyalty or of its obligations under this agreement;
 - (iv) the willful and continued failure to substantially perform the duties of this agreement; or
 - (v) willful conduct by WILSSA that is demonstrably and materially injurious to the TOWN, monetarily or otherwise.

For purposes of this paragraph, an act, or a failure to act, is not deemed willful or intentional, as those terms are defined herein, unless it is done, or omitted to be done, by WILSSA in bad faith or without a reasonable belief that the action or omission was in the best interest of the TOWN.

B. WILSSA may terminate this AGREEMENT:

1. If the TOWN fails to comply with any of the material terms and conditions of this AGREEMENT.
2. Upon expiration of the term of this Agreement or any renewal thereof.

C. Voluntary Termination

If there is significant damage to the STRUCTURES from fire (including arson), flood, lightning, wind, wave or any act of God beyond the WILSSA's control during the course of this AGREEMENT, WILSSA will estimate the cost of the damage. If those costs exceeded 75% of the cost of replacement of any one of the STRUCTURES so damaged, or portion thereof, that WILSSA is unable or unwilling to repair at its own expense, WILSSA reserves the right to terminate this contract without penalty.

In the event of damage to the structures as described above, the TOWN will inquire of WILSSA if it intends to exercise its right of voluntary termination. WILSSA will answer such an inquiry from the TOWN, when notified, within sixty 60 days; and, if planning to repair the damage at its own expense will provide a plan of work with timetable to complete the repairs. The TOWN will accept the plan of work and timetable under the same terms and conditions as are in this AGREEMENT and WILSSA shall then implement the plan.

D. Notice and Cure

Notwithstanding the foregoing, it is a condition precedent to the TOWN's or WILSSA's right to terminate this agreement for "cause", without prejudice to any other rights or remedies of the PARTIES:

- (i) the party seeking termination shall first have given the other party written notice stating with specificity the reason for the termination ("breach"); and
- (ii) if such breach is susceptible of cure or remedy, a period of thirty (30) days from and after the giving of such notice elapses without the breaching party having effectively cured or remedied such breach during such 30-day period, unless such breach cannot be cured or remedied within thirty (30) days, in which case the period for remedy or cure is to be extended for a reasonable time (not to exceed an additional thirty (30) days) provided the breaching party has made and continues to make a diligent effort to effect such a remedy or cure.

27. Acknowledgement:

This AGREEMENT and the obligations of the parties hereto are subject to the terms and conditions set forth in the Deed from the USA to the TOWN, dated the 27th day of February, 1973, and recorded at York County Registry of Deeds/Clerks Office at Book 1985, page 201; and, the current Program of Utilization which governs the use of the PREMISES. Violations of the said terms and conditions may be grounds for reversion to the United States of America, at its discretion, and termination of this Agreement. WILSSA-owned personal and real property improvements associated with the real property, may be subject to seizure, without compensation, by the USA.

28. (M) Notice:

Any notice is required to be given under the terms of this License, such notice must be in writing and either hand delivered or mailed by certified mail, return receipt requested:

To TOWN:	To WILSSA:
TOWN MANAGER	WOOD ISLAND LIFE SAVING STATION ASSOC
200 ROGERS ROAD	P.O. BOX 11
KITTERY, ME 03904	KITTERY POINT, ME 03905

or to such other addresses as WILSSA or TOWN designate for themselves in the same manner.

Any notice related to the requirements of Section 106 of National Historic Preservation Act of 1966 (NHPA) (16 USC. §470f), or 36 CFR Part 800, "Protection of Historic Properties", must also be given to the State Historic Program Office: Maine Historic Preservation Commission, 55 Capitol Street, 65 State House Station, Augusta, Maine 04333

29. Other Terms and Conditions

A. Dispute Resolution

Any dispute between the parties arising out of or relating to this AGREEMENT must be resolved in accordance with this Article. Any party may give written notice of a dispute arising out of or related to this Agreement to the other party in person or by certified mail, return receipt requested. The parties must attempt to resolve the matter through informal communication or negotiation for a period of thirty (30) days from the date of receipt of notice by the last party to receive notice. If the dispute has not been resolved within thirty (30) days, either party may serve written notice on the other party of a request for mediation. If the parties mutually agree to mediation, the mediation must be conducted in Maine by a mediator mutually agreeable to the parties, must not exceed one full day or two half days in length, and must be completed within forty-five (45) days from the date of receipt of notice of a request for mediation

by the last party to receive notice.

In the event that the parties are unable to agree on a mediator within thirty (30) days, or to resolve the dispute through mediation within 45 days, the dispute may be submitted to arbitration with the written concurrence of both PARTIES in accordance with the procedures of the Maine Uniform Arbitration Act, 14 M.R.S. §5927 et seq. Nothing in this provision precludes either party from seeking all available legal or equitable remedies following mediation if it is held and arbitration is not agreed to by both PARTIES.

B. Rescission & Supersession

The Agreement between the TOWN and WILSSA, dated January 25th, 2016, is superseded and rescinded as from the effective date of this AGREEMENT.

This Agreement represents the entire and integrated Agreement between the PARTIES and supersedes all prior negotiations, representations, or Agreements either written or verbal. This AGREEMENT may be amended only by a written modification in accordance with Section 20, above.

C. Severability of Provisions

If any provision or any portion thereof contained in this AGREEMENT is held unconstitutional, invalid or unenforceable by a court of jurisdiction, the remainder of this AGREEMENT shall be deemed severable, shall not be affected, and shall remain in full force and effect.

D. Captions:

The captions to the paragraphs herein are for convenience only and are not to be deemed inclusive; the Concession Agreement must be interpreted based upon its entire context.

IN WITNESS WHEREOF, the municipal officers of the Town of Kittery have authorized its Town Manager representing the TOWN to sign this AGREEMENT and WILSSA has approved the AGREEMENT and signed as of the date first noted above.

WITNESS:

Maryam Seave

KITTERY, MAINE (OWNER)

BY: Carol M. Chamfield

INTERIM TOWN MANAGER
200 ROGERS ROAD

KITTERY, ME 03904
[Name][Title][Address] [Town, State, Zip Code]

WITNESS:

Haes Estin

WOOD ISLAND LIFE SAVING STATION
ASSOCIATION

BY: Janet J. Rejo

Pres. Int, PO Box 11

Kittery Pt. ME 03905
[Name][Title][Address] [Town, State, Zip Code]

EXHIBIT A: 1973 Quitclaim Deed - Wood Island, Book 1985, Page 201 - §1, 2, 14

EXHIBIT B: National Maritime Heritage Grant Program Preservation Agreement, 08/10/15 - §4, 12, 15, 29B

**EXHIBIT C: Historic Registry Determination of Eligibility - §12
UPON ISSUE: CERTIFICATE OF OCCUPANCY**



**KITTERY PORT AUTHORITY
TOWN HALL
200 ROGERS RD.
KITTERY, ME 03904**

Phone: 207-439-0452 ext 301
Email: kpa@kitteryme.org
www.kittery.org

September 12, 2017

Town of Kittery
WILLSA Wood Island
200 Rogers Road
Kittery ME 03904

Dear Town of Kittery,

Your request for an extension of your approval for a Pier and Marine Railway on Wood Island was heard and approved at the August 3, 2017 regular meeting of the Kittery Port Authority (7/0/0). Your approval from the Kittery Port Authority will be extended for one (1) year and will now expire on October 10, 2018. Below is a description of your original approval.

Replace an existing pile and timber marine railway that consists of railway tracks that emerge from the garage and extend approximately 61 feet to a seawall (proposed to be constructed), and extend 175' feet beyond the seawall to approximately 68' beyond the mean low water line. The supports of the marine railway consist of 13 timber frames and three 12'x12' rock filled timber cribs. The application also includes an 8' wide pile and timber pier that begins at the main entrance of the lifesaving station and continues approximately 61 feet over a seawall (proposed to be constructed) and then extending an additional 122', with an attached 4' x 80' ADA compliant ramp to a 10' x 48' line of bottomed moored floats. The application is also to include one mooring to aid in docking of larger vessels. (Site plan dated Aug 31, 2015 rev Oct 30, 2015 and the site work plan dated Aug, 31, 2015.)

This is your letter to proceed from the Kittery Port Authority. A copy has been provided to the Code Enforcement Officer. This approval is contingent on the approval of any other governing bodies that may be required before building commences.

Respectfully,

Kelly L. Philbrook

Kittery Port Authority Chair

cc: Code Enforcement Officer
Town Planner
File

1 QUITCLAIM DEED COPY

2 The UNITED STATES OF AMERICA, acting by and through the Regional Director, Northeast Region,
3 Bureau of Outdoor Recreation with offices at 1421, Cherry Street, Philadelphia, Pennsylvania, pursuant
4 to authority delegated by the Secretary of the Interior, and as authorized by the Federal Property and
5 Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public
6 law 91-485. (84 Stat. 1084), and regulations and orders promulgated thereunder (hereinafter referred
7 to as Grantor), for and in consideration of the use and maintenance of the property herein conveyed for
8 public park and public recreation purposes in perpetuity by the Town of Kittery, Maine (hereinafter
9 referred to as Grantee) does hereby remise release, and quitclaim to Grantee, its successors and assigns,
10 subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter set forth, all
11 right, title and interest of the Grantor in and to all that tract or parcel of land known as Wood Island,
12 situated near the mouth of the Piscataqua River, County of York, State of Maine.

13 The property herein conveyed contains 1.25 acres, more or less, and was formerly known as the Old
14 Portsmouth Harbor Lifeboat Station, U-Me-449A, under the administrative jurisdiction of the
15 Department of Transportation, an agency of the United States Government.

16 TOGETHER WITH the appurtenances, the buildings and improvements thereon, and all the estate
17 and rights of the Grantor in and to said premises

18 SUBJECT TO any and all outstanding reservations, easements and rights-of-way, recorded and
19 unrecorded, for public roads, railroads, pipelines, drainage ditches, sewer mains and lines, and
20 public utilities affecting the property herein conveyed.

21 TO HAVE AND TO HOLD the above premises, subject to the easements, reservations, exceptions,
22 restrictions, conditions, and covenants herein enumerated and set forth, unto the Grantee, its
23 successors and assigns, forever.

24 There are excepted from this conveyance and reserved to the Grantor, all oil, gas, and other minerals in,
25 under, and upon the lands herein conveyed, together with the right to enter upon the land for the
26 purpose of mining and removing the same.

27 Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as
28 amended, and applicable rules, regulations and orders promulgated thereunder, the General Services
29 Administration determined the property to be surplus to the needs of the United States of America and
30 assigned the property to the Department of the Interior for conveyance to the Town of Kittery Maine.

31 It is understood and agreed by and between the Grantor and Grantee, and Grantee, by acceptance of
32 this deed does acknowledge that it fully understands the terms and conditions set forth herein and does
33 further covenant and agree for itself, and its successors and assigns, forever, as follows:

34 1. The property shall be used and maintained for the public purposes for which it was conveyed in
35 perpetuity as set forth in the program of utilization and plan contained in the application submitted by
36 Grantee on the 25th day of October, 1972, as amended the 27th day of November, 1972, which
37 program and plan may be further amended from time to time at the request of either the Grantor or

38 Grantee, With the written concurrence of the other party and such amendments shall be added to and
39 become a part of the original application.

40 2. The Grantee shall within 6 months of the date of this deed erect and maintain a permanent sign or
41 marker near the point of principal access to the conveyed area indicating that the Property is-park or
42 recreational area and has been acquired from .the Federal Government for use by the general public.

43 3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible
44 governmental agency that the Secretary of the Interior agrees in writing can assure the continued use
45 and maintenance of the property' for public park or public recreational purposes subject to the same
46 terms and conditions in the original instrument of conveyance However, nothing in this provision shall
47 preclude the Grantee from providing related recreational facilities and services compatible with the
48 approved application, through concession agreements entered-into with third parties, provided prior
49 concurrence to such agreements is obtained in writing from the Secretary of the Interior.

50 4. From the date of this conveyance, the Grantee, its successors and assigns, shall sub it biennial reports
51 to the Secretary of the Interior, setting forth the use made of the property during the preceding two-
52 year period, and other pertinent data establishing its continuous use for the purposes set forth above,
53 for ten consecutive reports and as further determined by the Secretary of the Interior.

54 5. If at any time the United States of America shall determine that the premises herein conveyed, or any
55 part thereof, are needed for the national defense, all right, title and interest in and to said premises, or
56 part thereof determined to be necessary to such national defense, shall revert to and become the
57 property of the United States of America.

58 6. As part of the consideration for this deed, the Grantee covenants and agrees for itself, its successors
59 and assigns, that

60 (1) the program for, or in connection with, which this deed is made will be conducted in compliance
61 with; and the Grantee, its successors and assigns, will comply with all requirements imposed by or
62 pursuant to the regulations of the Department of the Interior as in effect on the date of this deed (43
63 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964;

64 (2) this covenant shall be subject in all respects to the provisions of said regulations;

65 (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may
66 be necessary to effectuate this covenant;

67 (4) the United States shall have the right to seek judicial enforcement of this covenant;

68 (5) the Grantee, its successors and assigns, will

69 (a) obtain from each other person (any legal entity) who through contractual or other arrangements
70 with the Grantee, its successors or assigns, is authorized to provide services or benefits under said
71 program, a written agreement pursuant to Which such other persons shall; With respect to the services
72 or benefits Which he is authorized to provide, undertake for himself, the same obligations as those
73 imposed upon the Grantee, its successors and assigns; by this covenant, and

74 (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this
75 covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical
76 classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and
77 equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the
78 Grantee, its successors and assigns.

79 7. In the event there is a breach of any of the conditions and covenants herein contained by the
80 Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its
81 successors and assigns, to perform said conditions and covenants, or otherwise, all right, title, and
82 interest in and to the said premises shall revert to and become the property of the Grantor at its option,
83 which in addition to all other remedies for such breach shall have the right of entry upon said premises
84 and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and
85 in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided,
86 however, that the failure of the Secretary of the Interior to require in any one or more instances
87 complete performance of any of the conditions or covenants shall not be construed as a waiver or
88 relinquishment of such future performance, but the obligation of the Grantee, its successors and
89 assigns, with respect to such future performance shall continue in full force and effect:

90 IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its
91 behalf this the 27th day of February 1973.

Aug 10. 7:40 PM
2015

**NATIONAL MARITIME HERITAGE GRANT PROGRAM
PRESERVATION AGREEMENT**

THIS CONVEYANCE is made this ____ day of ____, 2015 pursuant to 33 MRSA §§ 1551-1555 by and between the Town of Kittery, having its location at 200 Rogers Road, Kittery, Maine, hereinafter sometimes called the Grantor, and the State of Maine through the Director of the Maine Historic Preservation Commission, hereinafter sometimes called the Grantee.

WITNESSETH

WHEREAS THE Grantor is owner of certain premises known as the Wood Island Life Saving Station, Wood Island, Kittery, York County, Maine, which premises is eligible to be listed in the National Register of Historic Places (National Register) under the National Historic Preservation Act of 1966 (P.L. 89665, 16 U.S.C. § 470a, *et. seq.*); and

WHEREAS THE sum of \$200,000 in grant-in-aid financial assistance from the National Park Service of the United States Department of the Interior has been granted to the Wood Island Life Saving Station Association (WILSSA) for the purpose of preserving the Wood Island Life Saving Station, a building that is important culturally, historically, and/or architecturally; and

WHEREAS THIS preservation easement is granted as a condition of the eligibility of WILSSA for the financial assistance from the National Park Service of the United States Department of the Interior appropriated from the National Maritime Heritage grant program; and

WHEREAS THE State of Maine through the Director of the Maine Historic Preservation Commission is presently responsible for precluding any activity or omission at the premises which would destroy or impair its value to the public as an historic place; and

WHEREAS THE Grantor is willing to grant to the State of Maine the preservation interest as hereinafter expressed for the purpose of insuring that the value of the premises for such purposes will not be destroyed or impaired.

NOW THEREFORE in consideration of the sum of One Dollar and other valuable consideration paid to the Grantor, the receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and convey, with covenant of warranty, to the State of Maine a preservation interest in the following described lots or parcel of land, with the buildings and improvements thereon (the real property together with the buildings and improvements thereon and the fixtures attached thereto and the appurtenances thereof, being hereinafter collectively referred to as the "Property") located in Kittery, York County, Maine and described in the York County Registry of Deeds, Book __, Page ____.

The preservation interest herein granted shall be of the nature and character hereinafter expressed and shall be binding upon the Grantor; its successors and assigns.

The Property is comprised of grounds, collateral or appurtenant improvements, and the Wood Island Life Saving Station building (hereinafter referred to as the "Building").

In order to make more certain the full extent of Grantor's obligations and the restrictions on the Property, and in order to document the nature and condition of the Property, including significant interior elements in spatial context, a list of character-defining materials, features, and spaces is incorporated as Exhibit "A" at the end of this agreement. To complement Exhibit "A", Grantor personnel have compiled a photographic record, including photographer's affidavit, black and white photographs and negatives, or electronic image files saved as high resolution images, photograph logs, and a keyed location map. The Grantor agrees that the nature and condition of the Property on the date of execution of this easement is accurately documented by the architectural drawings and photographic record, which shall be maintained for the life of this easement in the Grantee's conservation easement file for the Property.

The foregoing description of the Property may be amended, replaced, or elaborated upon in more detail, and a description of the style, landscaping and similar particulars of the grounds, and any collateral or appurtenant improvements on the Property may be added, by an instrument in writing, signed by both parties hereto, making reference to this Preservation Agreement and filed of record in the York County Registry of Deeds. If and when such an instrument is placed of record, it shall be deemed to be a part of this Preservation Agreement as if set out herein.

For the purpose of preserving and protecting the Property, including its significance and value to the public as an historic place, the Grantor does hereby covenant and agree, on behalf of itself, its successors and assigns with the Grantee, its successors and assigns, to the following for a period of twenty (20) years beginning September 30, 2017 or when the exterior of the Building is restored, whichever comes first:

1. The Grantor agrees to assume the cost of continued maintenance and repair of the exterior of the Building, in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties* (see 36 CFR Part 68), so as to preserve the architectural and historical integrity of the Building as documented by the Final Project Report at the conclusion of the grant period. Nothing in this agreement shall prohibit the Grantor from seeking financial assistance from any source available to him.
2. No construction, alteration, remodeling, changes of color or surfacing, or any other thing shall be undertaken or permitted to be undertaken on the Property which would affect the structural integrity, the appearance, the cultural use, or archaeological value of the Property without the express prior written approval of the State of Maine through the Director of the Maine Historic Preservation Commission, or any successor agency.
3. Grantee, its agents and designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether or not the terms and conditions of this Preservation Agreement are being complied with.
4. Grantor agrees to permit public access to view the grant-assisted work no less than 12 days a year on an equitably spaced basis, weather permitting. The Grantor is not required to provide boat access. Nothing in this agreement will prohibit a reasonable nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

5. In the event that the Property or any significant part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, the Grantor shall notify the Grantee in writing within 14 calendar days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Property and to protect public safety, shall be undertaken by the Grantor without the Grantee's prior written approval indicating that the proposed work will meet the Standards. The Grantee shall give its written approval, if any, of any proposed work within 60 days of receiving the request from the Grantor. If after reviewing the condition of the Property, the Grantee determines that the features, materials, appearance, workmanship, and environment (or setting) which made the Property significant, as documented by the Final Project Report as the conclusion of the grant period, have been lost or irreparably damaged, the Grantee will then notify the Grantor that the agreement is null and void. If the damage or destruction that results in the Property losing its significance is deliberately caused by the gross negligence or other actions of the Grantor or successor owner, then the Grantee will initiate requisite legal action to recover, at a minimum, the Federal grant funds applied to the Property which will then be returned to the U.S. Government.
6. The Grantor has agreed to comply with the Maine Human Rights Act (5 MRSA §§ 4551 *et seq.*).
7. The Grantor has agreed to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794). These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified disabled persons shall be made in consultation with the Grantee.
8. If the Grantor fails to observe or if the Grantor violates any covenant, agreement, or provision contained herein, then the Grantee shall in addition to all other remedies available at law or in equity, have the right to enforce this Preservation Agreement, including each of its provisions, by specific performance or injunctive relief.
9. The Preservation Agreement set forth herein is intended by the parties hereto to preserve the historic integrity of the Property pursuant to the provisions of 33 MRSA §§ 1551-1555, or other provisions of law that may be applicable.
10. This Preservation Agreement provides the Grantee with additional legal rights and does not supercede or replace any pre-existing legal obligations of the Grantor or legal rights of the Grantee.
11. The Preservation Agreement set forth herein shall be binding upon and shall inure to the benefit of the Grantor and the Grantee and their respective successors and assigns. **TO HAVE AND TO HOLD** the aforegranted and bargained Easement with all the privileges

and appurtenances thereof to the said State of Maine through the Director of the Maine Historic Preservation Commission, its successors and assigns, to its and their use and behoof for a period of twenty (20) years.

12. SEVERABILITY CLAUSE

It is understood and agreed by the parties hereto that if any part, term, or provision of this agreement is held to be illegal by the courts, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, the Town of Kittery, signed by

Jeffrey D. Thomson, Jeffrey Pelletier, Charles Denault, Russell White,
Judy Spiller, and Kenneth F. Lemont, its officers
duly authorized and have hereunto set hand and seal for the purpose set forth above, all as of the
day and year first written above.

TOWN OF KITTERY

By See list of signatures
on the next page signed
in the wrong place.

Then personally appeared the above named Jeffrey D. Thomson, Jeffrey Pelletier,
Charles Denault, Russell White, Judy Spiller and Kenneth F. Lemont, of
the Town of Kittery, and acknowledged the foregoing instrument to be their free act and deed in
said capacity and the free act and deed of the Town of Kittery, Kittery, Maine.

Before me,

Maryann Flace 8/10/15
Notary Public Date
Exp. 4/11/2022

STATE OF MAINE

By Evan S. Fitzpatrick

Name: Earle G. Shettleworth, Jr.

Title: Director

Then personally appeared the above named Earle G. Shettleworth, Jr.,
of the Maine Historic Preservation Commission, and acknowledged the foregoing instrument to
be his free act and deed.

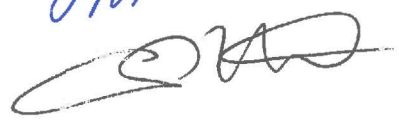
Before me,

Claudette Coyne 9/2/15
Notary Public Date

6-1 vote

8/10/15

Jeff D. Thomson



CRK



Kenneth F. Remont



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
696 VIRGINIA ROAD
CONCORD, MASSACHUSETTS 01742-2751

MAINE GENERAL PERMIT (GP)
AUTHORIZATION LETTER AND SCREENING SUMMARY

Wood Island Life Saving Station Association
P.O. Box 11
Kittery Point, Maine 03905

CORPS PERMIT # NAE-2015-00072 amendment
CORPS GP ID# 15-009 & 15-462
STATE ID# L-26596-4E-A-N

DESCRIPTION OF WORK:

Department of the Army permit NAE-2015-00072 authorized the placing fill in 1,254 SF (0.028 acres) of intertidal area in conjunction with repairing the existing seawalls with a new concrete face and cap including placing 330 CY's of rock fill behind the South Seawall and 720 CY's of rock fill behind the North Seawall to stabilize the seawalls and prevent future erosion. The work also includes reconstruction of the deteriorated 11.4' x 105' pile and timber marine railway in kind within the original footprint on Wood Island Kittery Point, Maine as shown on the attached plans entitled Seawall Repairs Wood Island Kittery, Maine, York County, Portsmouth Harbor by Waterfront Engineers LLC" in 7 sheets dated Sept 10, 2014. The permit is hereby amended to include **DESCRIPTION OF WORK CONTINUED**

LAT/LONG COORDINATES : 43.06361° N 70.69770° W USGS QUAD: ME-Kittery

I. CORPS DETERMINATION:

Based on our review of the information you provided, we have determined that your project will have only minimal individual and cumulative impacts on waters and wetlands of the United States. **Your work is therefore authorized by the U.S. Army Corps of Engineers under the enclosed Federal Permit, the Maine General Permit (GP).** Accordingly, we do not plan to take any further action on this project.

You must perform the activity authorized herein in compliance with all the terms and conditions of the GP [including any attached Additional Conditions and any conditions placed on the State 401 Water Quality Certification including any required mitigation]. Please review the enclosed GP carefully, including the GP conditions beginning on page 5, to familiarize yourself with its contents. You are responsible for complying with all of the GP requirements; therefore you should be certain that whoever does the work fully understands all of the conditions. You may wish to discuss the conditions of this authorization with your contractor to ensure the contractor can accomplish the work in a manner that conforms to all requirements.

If you change the plans or construction methods for work within our jurisdiction, please contact us immediately to discuss modification of this authorization. This office must approve any changes before you undertake them.

Condition 38 of the GP (page 16) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the GP on October 13, 2020. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 13, 2021.

This authorization presumes the work shown on your plans noted above is in waters of the U.S. Should you desire to appeal our jurisdiction, please submit a request for an approved jurisdictional determination in writing to the undersigned.

No work may be started unless and until all other required local, State and Federal licenses and permits have been obtained. **This includes but is not limited to a Flood Hazard Development Permit issued by the town if necessary.**

II. STATE ACTIONS: PENDING [], ISSUED [], DENIED [] DATE _____

APPLICATION TYPE: PBR: , TIER 1: , TIER 2: , TIER 3: , LURC: DMR LEASE: NA:

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: 12/17/2015 LEVEL OF REVIEW: CATEGORY 1: CATEGORY 2:

AUTHORITY (Based on a review of plans and/or State/Federal applications): SEC 10 , 404 10/404 , 103

EXCLUSIONS: The exclusionary criteria identified in the general permit do not apply to this project.

FEDERAL RESOURCE AGENCY OBJECTIONS: EPA NO , USF&WS NO , NMFS NO

If you have any questions on this matter, please contact my staff at 207-623-8367 at our Manchester, Maine Project Office. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at <http://per2.nwp.usace.army.mil/survey.html>

Rodney A. Howe
RODNEY A. HOWE
SENIOR PROJECT MANAGER
MAINE PROJECT OFFICE

ANK J. DEL GIUDICE 12-23-2015
ANK J. DEL GIUDICE DATE
CHIEF, PERMITS & ENFORCEMENT BRANCH
REGULATORY DIVISION

CONTINUED DESCRIPTION OF WORK

The construction of an 8' x 122' pile and timber pier with an attached 8' x 80' ADA ramp leading to a 10' x 48' line of bottom moored floats extending northwest off Wood Island adjacent to the west side of the marine railway in the Piscataqua River Kittery, Maine as shown on the attached plans entitled Wood Island Kittery, Maine Portsmouth Harbor by Tighe & Bond in 2 sheets dated August 31, 2015 revised October 30, 2015.

See Attached Conditions:



**US Army Corps
of Engineers®**
New England District

**PLEASE NOTE THE FOLLOWING ADDITIONAL CONDITIONS FOR
DEPARTMENT OF THE ARMY
GENERAL PERMIT
NO. NAE-2015-02298**

1. The permittee shall assure that a copy of this permit is at the work site whenever work is being performed and that all personnel performing work at the site of the work authorized by this permit are fully aware of the terms and conditions of the permit. This permit, including its drawings and any appendices and other attachments, shall be made a part of any and all contracts and sub-contracts for work which affects areas of Corps of Engineers' jurisdiction at the site of the work authorized by this permit. This shall be done by including the entire permit in the specifications for the work. If the permit is issued after construction specifications but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. The term "entire permit" includes permit amendments. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions of the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps of Engineers jurisdiction.
2. The permittee must still obtain any other Federal, State, or local permits as required by law before beginning work. This includes but is not limited to a Flood Hazard Development Permit issued by the town if necessary.
3. This authorization requires you to 1) notify us before beginning work so we may inspect the project, and 2) submit a Compliance Certification Form. You must complete and return the enclosed Work Start Notification Form(s) to this office at least two weeks before the anticipated starting date. You must complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work and any required mitigation (but not mitigation monitoring, which requires separate submittals).
4. Please note General Condition 13. Heavy Equipment in Wetlands on page 10 and General Condition 14. Temporary Fill on page 10 & 11 of the attached Programmatic General Permit.
5. Please note General Condition 44 Bank Stabilization on page 17 and appendix A activity (1) Category 2, (2) Fill, and (3). Work conducted in the intertidal zone must be conducted in-the-dry during low water, or between Nov.8 – Apr. 9 on page 4 of the attached Programmatic General Permit
6. Please note appendix A activity (3) Structures, Floats and Lifts, Category 2, (5) Standard Pile Driving Conditions, Piles must be installed in-the-dry during low water, or in-water between Nov.8 – Apr. 9 on page 29 of the attached Programmatic General Permit

APPLICATION FOR A NATURAL RESOURCES PROTECTION ACT PERMIT

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

1. Name of Applicant: Wood Island Life Saving Station Association		5. Name of Agent: Waterfront Engineers LLC													
2. Applicant's Mailing Address: P.O. Box 11 Kittery Point, ME 03905		6. Agent's Mailing Address: 3 Linda Lane, Stratham, NH 03885													
3. Applicant's Daytime Phone #:		7. Agent's Daytime Phone #: 603-772-3706													
4. Applicant's Email Address (Required from either applicant or agent):		8. Agent's Email Address: dmellor@waterfrontengineers.com													
9. Location of Activity: (Nearest Road, Street, Rt.#) Wood Island, offshore Kittery Pt		10. Town: Kittery	11. County: York												
12. Type of Resource: (Check all that apply) <input type="checkbox"/> River, stream or brook <input type="checkbox"/> Great Pond <input checked="" type="checkbox"/> Coastal Wetland <input type="checkbox"/> Freshwater Wetland <input type="checkbox"/> Wetland Special Significance <input type="checkbox"/> Significant Wildlife Habitat <input type="checkbox"/> Fragile Mountain		13. Name of Resource: Tidal zone													
		14. Amount of Impact: (Sq.Ft.)	Fill: 1,254 SF below HATL Dredging/Veg Removal/Other: Railway posts 12 SF												
15. Type of Wetland: (Check all that apply) <input type="checkbox"/> Forested <input type="checkbox"/> Scrub Shrub <input type="checkbox"/> Emergent <input type="checkbox"/> Wet Meadow <input type="checkbox"/> Peatland <input type="checkbox"/> Open Water <input type="checkbox"/> Other _____		<p align="center">FOR FRESHWATER WETLANDS</p> <table border="1"> <thead> <tr> <th>Tier 1</th> <th>Tier 2</th> <th>Tier 3</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> 0 - 4,999 sq ft</td> <td><input type="checkbox"/> 15,000 - 43,560 sq. ft.</td> <td><input type="checkbox"/> > 43,560 sq. ft. or smaller than 43,560 sq. ft., not eligible for Tier 1</td> </tr> <tr> <td><input type="checkbox"/> 5,000-9,999 sq ft</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> 10,000-14,999 sq ft</td> <td></td> <td></td> </tr> </tbody> </table>		Tier 1	Tier 2	Tier 3	<input type="checkbox"/> 0 - 4,999 sq ft	<input type="checkbox"/> 15,000 - 43,560 sq. ft.	<input type="checkbox"/> > 43,560 sq. ft. or smaller than 43,560 sq. ft., not eligible for Tier 1	<input type="checkbox"/> 5,000-9,999 sq ft			<input type="checkbox"/> 10,000-14,999 sq ft		
Tier 1	Tier 2	Tier 3													
<input type="checkbox"/> 0 - 4,999 sq ft	<input type="checkbox"/> 15,000 - 43,560 sq. ft.	<input type="checkbox"/> > 43,560 sq. ft. or smaller than 43,560 sq. ft., not eligible for Tier 1													
<input type="checkbox"/> 5,000-9,999 sq ft															
<input type="checkbox"/> 10,000-14,999 sq ft															
16. Brief Activity Description: Restore eroded backfill behind existing seawalls using rock fill, repair seawalls, repair/replace timber marine railway. See drawings															
17. Size of Lot or Parcel & UTM Locations: <input type="checkbox"/> no lot square feet, or <input type="checkbox"/> _____ acres		UTM Northing: 4769307mN UTM Easting: 361771mE													
18. Title, Right or Interest: <input type="checkbox"/> own <input type="checkbox"/> lease <input type="checkbox"/> purchase option <input checked="" type="checkbox"/> written agreement															
19. Deed Reference Numbers: Book#: _____ Page: _____		20. Map and Lot Numbers: Map #: none Lot #: none													
21. DEP Staff Previously Contacted: Bob Green		22. Part of a larger project: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No After-the-Fact: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
23. Resubmission of Application?: <input type="checkbox"/> Yes → <input checked="" type="checkbox"/> No		If yes, previous application # _____ Previous project manager: _____													
24. Written Notice of Violation?: <input type="checkbox"/> Yes → <input checked="" type="checkbox"/> No		If yes, name of DEP enforcement staff involved: _____ 25. Previous Wetland Alteration: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No													
26. Detailed Directions to the Project Site: Off Fort Foster, Gerrish Island - need boat															
27. TIER 1		TIER 2/3 AND INDIVIDUAL PERMITS													
<input type="checkbox"/> Title, right or interest documentation <input type="checkbox"/> Topographic Map <input type="checkbox"/> Narrative Project Description <input type="checkbox"/> Plan or Drawing (8 1/2" x 11") <input type="checkbox"/> Photos of Area <input type="checkbox"/> Statement of Avoidance & Minimization <input type="checkbox"/> Statement/Copy of cover letter to MHPC		<input type="checkbox"/> Title, right or interest documentation <input type="checkbox"/> Topographic Map <input type="checkbox"/> Copy of Public Notice/Public Information Meeting Documentation <input type="checkbox"/> Wetlands Delineation Report (Attachment 1) that contains the information listed under Site Conditions <input type="checkbox"/> Alternatives Analysis (Attachment 2) including description of how wetland impacts were Avoided/Minimized <input type="checkbox"/> Erosion Control/Construction Plan <input type="checkbox"/> Functional Assessment (Attachment 3), if required <input type="checkbox"/> Compensation Plan (Attachment 4), if required <input type="checkbox"/> Appendix A and others, if required <input type="checkbox"/> Statement/Copy of cover letter to MHPC <input type="checkbox"/> Description of Previously Mined Peatland, if required													
28. FEES Amount Enclosed:															
CERTIFICATIONS AND SIGNATURES LOCATED ON PAGE 2															

IMPORTANT: IF THE SIGNATURE BELOW IS NOT THE APPLICANT'S SIGNATURE, ATTACH LETTER OF AGENT AUTHORIZATION SIGNED BY THE APPLICANT.

By signing below the applicant (or authorized agent), certifies that he or she has read and understood the following :

DEP SIGNATORY REQUIREMENT

PRIVACY ACT STATEMENT

Authority: 33 USC 401, Section 10; 1413, Section 404. Principal Purpose: These laws require permits authorizing activities in or affecting navigable waters of the United States, the discharge of dredged or fill material into waters of the United States, and the transportation of dredged material for the purpose of dumping it into ocean waters. Disclosure: Disclosure of requested information is voluntary. If information is not provided, however, the permit application cannot be processed nor a permit be issued.

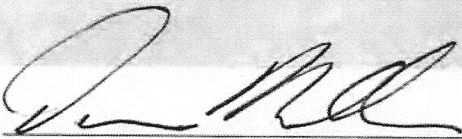
CORPS SIGNATORY REQUIREMENT

USC Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry shall be fined not more than \$10,000 or imprisoned not more than five years or both. I authorize the Corps to enter the property that is subject to this application, at reasonable hours, including buildings, structures or conveyances on the property, to determine the accuracy of any information provided herein.

DEP SIGNATORY REQUIREMENT

"I certify under penalty of law that I have personally examined the information submitted in this document and all attachments thereto and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the information is true, accurate, and complete. I authorize the Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to determine the accuracy of any information provided herein. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Further, I hereby authorize the DEP to send me an electronically signed decision on the license I am applying for with this application by emailing the decision to the address located on the front page of this application (see #4 for the applicant and #8 for the agent)."

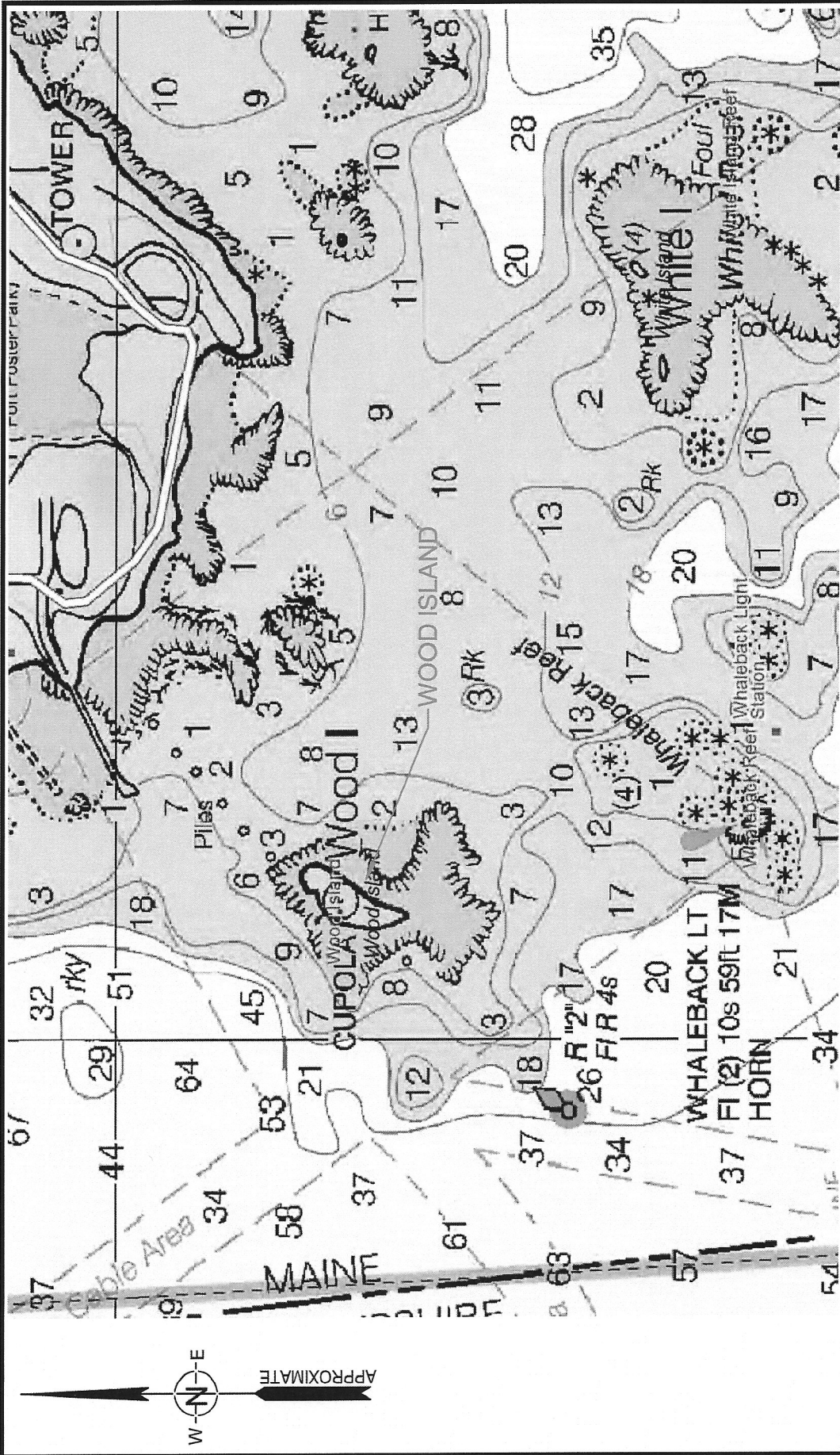


Date: 1-2-15

SIGNATURE OF AGENT/APPLICANT

NOTE: Any changes in activity plans must be submitted to the DEP and the Corps in writing and must be approved by both agencies prior to implementation. Failure to do so may result in enforcement action and/or the removal of the unapproved changes to the activity.

(pink)



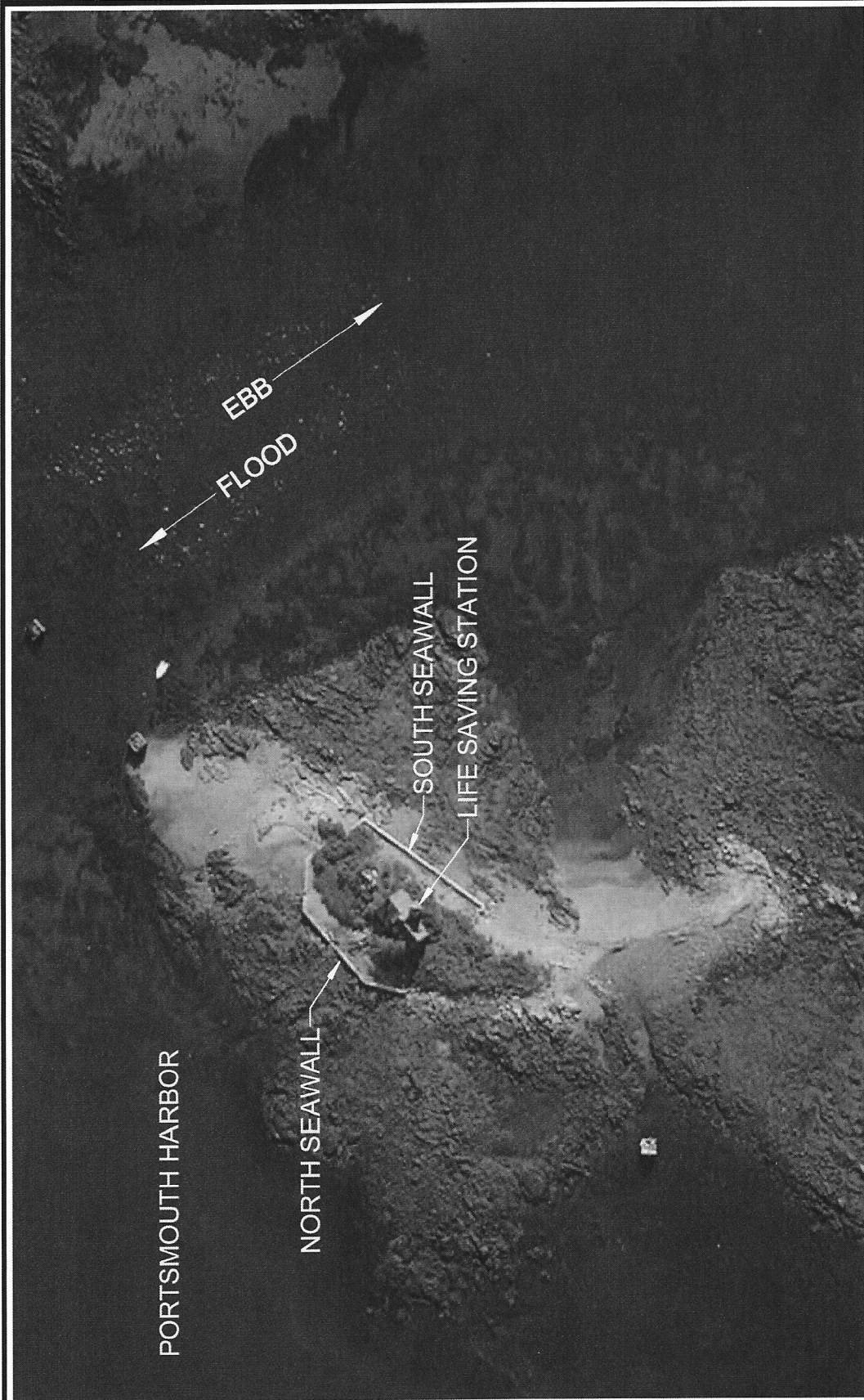
VICINITY MAP

Wood Island Life Saving
 Station Association
 PO Box 11
 Kittery Point, ME 03905
 JULY 22, 2014

SEAWALL REPAIRS
 WOOD ISLAND
 KITTERY, MAINE
 YORK COUNTY
 PORTSMOUTH HARBOR

**WATERFRONT ENGINEERS
 LLC**
 3 LINDA LANE
 STRATHAM, NH 03885
 (603) 772-3706
www.waterfrontengineers.com

FIGURE 1



REFERENCE: MAINE GIS 2010 LOW WATER SERIES

SITE PHOTO

WATERFRONT ENGINEERS
LLC

3 LINDA LANE
STRATHAM, NH 03885
(603) 772-3706

www.waterfrontengineers.com

SEAWALL REPAIRS
WOOD ISLAND

KITTERY, MAINE
YORK COUNTY

PORTSMOUTH HARBOR

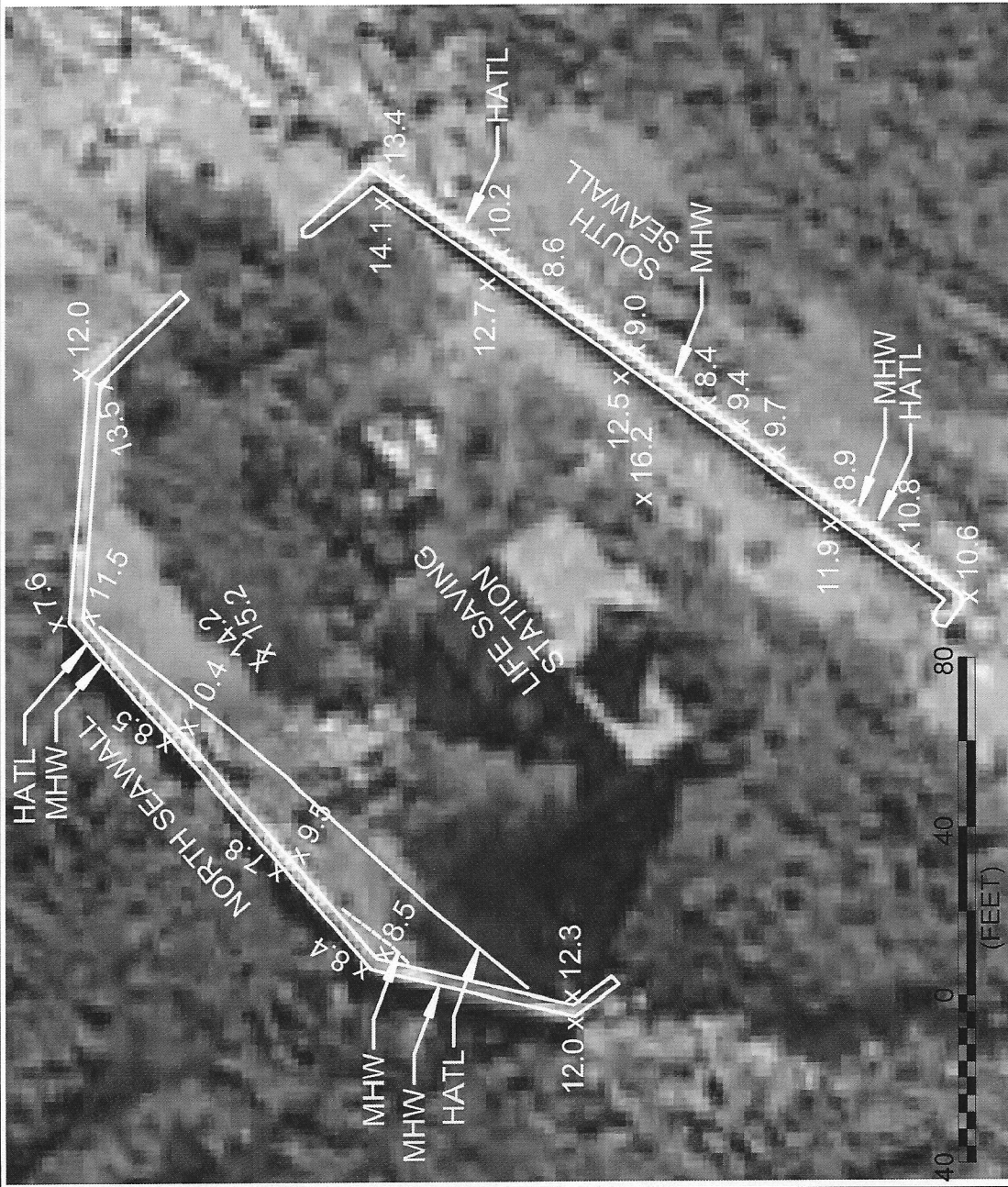
Wood Island Life Saving
Station Association
PO Box 11
Kittery Point, ME 03905

JULY 22, 2014

FIGURE 2

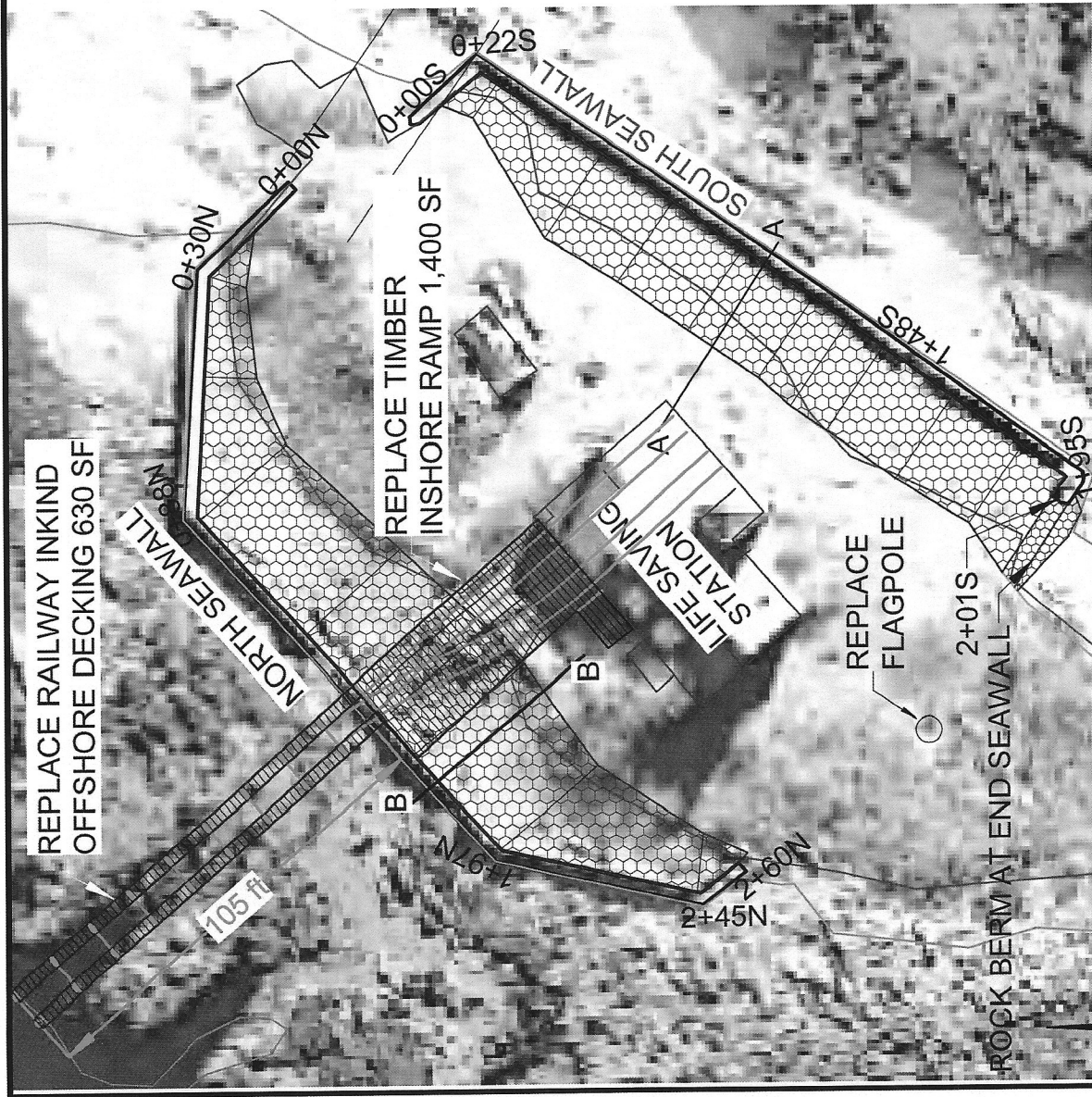
NOTES:

1. ELEVATIONS IN FEET RELATIVE TO AN APPROXIMATE MLLW DATUM BASED ON OBSERVED TIDE LEVEL EQUATED TO RECORDED TIDE LEVEL AT FORT POINT NOAA TIDE STATION.
2. FIELD SURVEY CONDUCTED 9-21-12 USING TAPES AND AUTO LEVEL.




EXISTING CONDITIONS PLAN

<p>SEAWALL REPAIRS WOOD ISLAND</p>	<p>WOOD ISLAND Life Saving Station Association PO Box 11 Kittery Point, ME 03905 JULY 22, 2014</p>
<p>WATERFRONT ENGINEERS LLC</p> <p>3 LINDA LANE STRATHAM, NH 03885 (603) 772-3706 www.waterfrontengineers.com</p>	<p>KITTERY, MAINE YORK COUNTY</p> <p>PORTSMOUTH HARBOR</p> <p>FIGURE 3</p>



LEGEND

 PROPOSED ROCK FILL

 PROPOSED TIMBER DECKING

NOTES:

1. SEAWALL STATIONING IN FEET STARTING FROM THE EASTERN END OF EACH WALL.
2. ROCK FILL REPAIRS TO BE LOCATED INSHORE FROM EACH SEAWALL TO MATCH EXISTING GRADES AT THE EDGE OF VEGETATION.
3. FEMA FLOOD ZONES ARE NOT MAPPED FOR WOOD IS. COMPARISONS WITH FLOOD ZONES AT ADJACENT GERRISH IS. INDICATE THE 100 YR VELOCITY ZONES ARE LIKELY ABOVE THE TOP OF SEAWALLS. ISLAND OBSERVATION DO SUGGEST STORM WAVES OVERTOP THESE SEAWALLS AND CAUSE EROSION.



SITE PLAN

REFERENCE:
USGS 12-31-2006

WATERFRONT ENGINEERS
LLC

3 LINDA LANE
STRATHAM, NH 03885
(603) 772-3706
www.waterfrontengineers.com



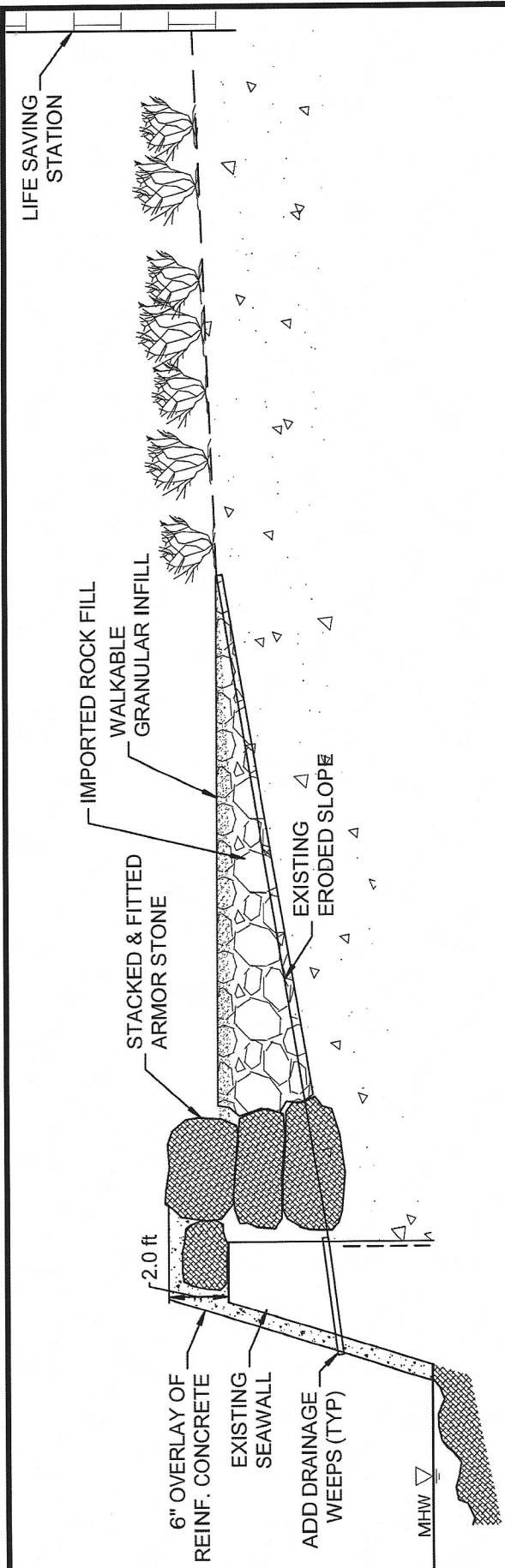
SEAWALL REPAIRS
WOOD ISLAND

KITTERY, MAINE
YORK COUNTY

PORTSMOUTH HARBOR

Wood Island Life Saving
Station Association
PO Box 11
Kittery Point, ME 03905
DEC. 5, 2014

FIGURE 4



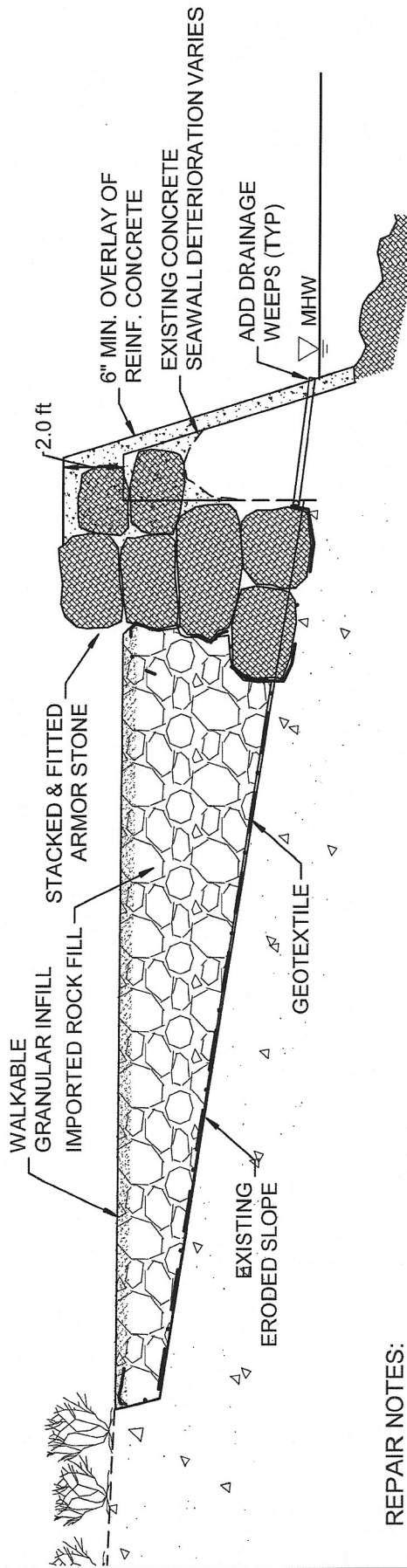
REPAIR NOTES:

1. PATCH VOIDS IN SEAWALL AS NECESSARY OR FEASIBLE.
2. ADD DRAINAGE WEEPS INTO WALL AS NEEDED TO ENSURE ADEQUATE BACKFILL DRAINAGE.
3. STACK AND FIT LARGEST AVAILABLE STONE BEHIND EXISTING SEAWALL TO BE SELF-SUPPORTING WITHOUT BEARING ON THE SEAWALL. THE SOUTH SEAWALL WILL BE A PRIORITY AREA FOR THE LARGEST STONES IF LARGE STONE SUPPLY IS LIMITED. CONNECT CAP STONES TOGETHER WITH STEEL CRAP IRONS (STONE STAPLES).
4. ADD NEW STONE BACKFILL (WELL GRADED) AND INFILL WITH GRAVEL/ROCK FINES TO MAKE A FINISHED GROUND SURFACE SUITABLE FOR PEDESTRIAN USE.
5. IF BUDGET ALLOWS, ADD 6" THICK REINFORCED CONCRETE OVERLAY TO FACE AND CAP OF SEAWALL WITH DOWELS INTO BEDROCK AT TOE, INTO EXISTING SEAWALL, AND INTO CAP STONES.



SECTION A-A SOUTH SEAWALL

<p>SEAWALL REPAIRS WOOD ISLAND</p>	<p>Wood Island Life Saving Station Association PO Box 11 Kittery Point, ME 03905</p>
<p>WATERFRONT ENGINEERS LLC</p> <p>3 LINDA LANE STRATHAM, NH 03885 (603) 772-3706 www.waterfrontengineers.com</p>	<p>SEPT 10, 2014</p> <p>FIGURE 5</p>



REPAIR NOTES:

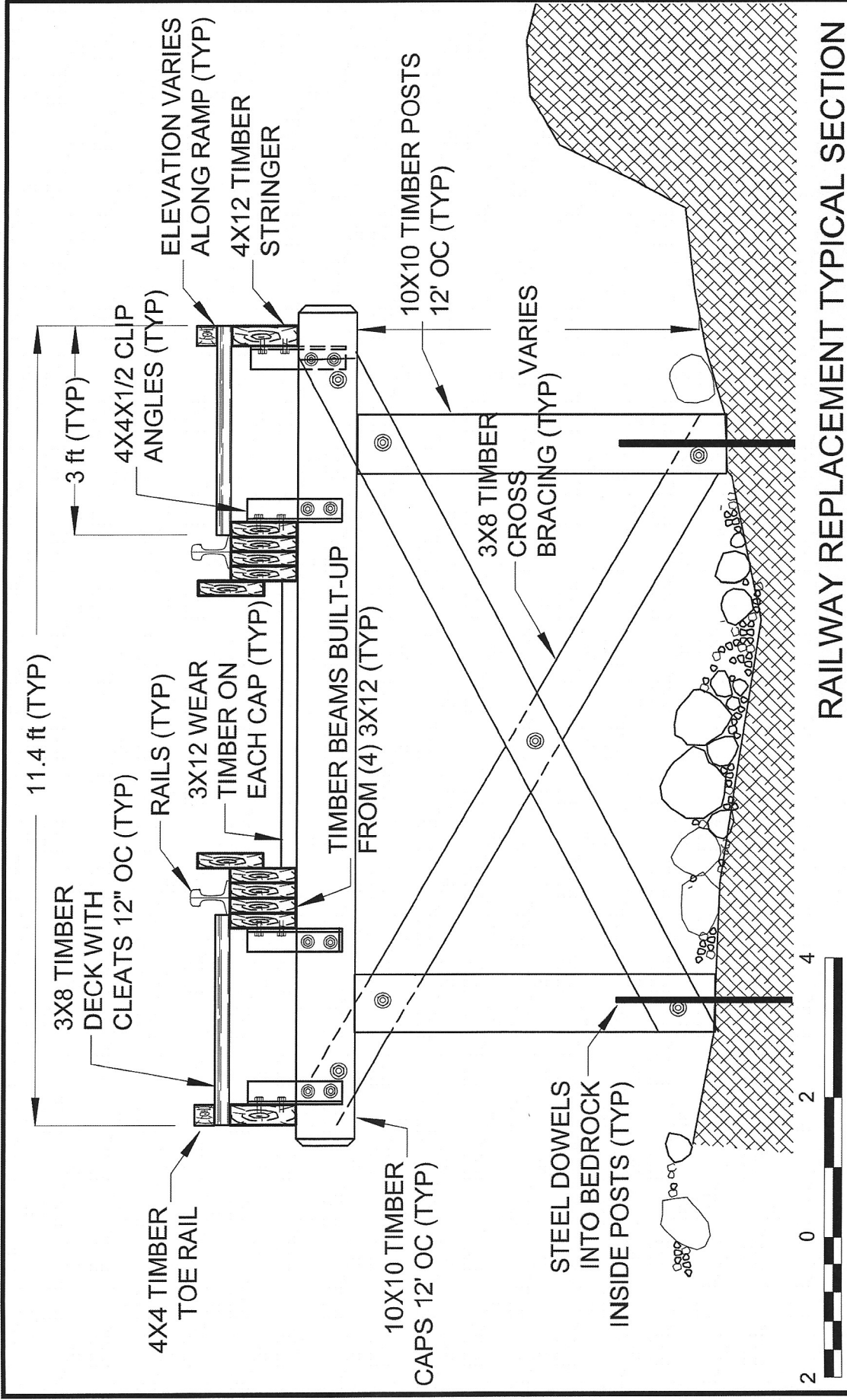
1. PATCH VOIDS & DETERIORATION IN SEAWALL AS NECESSARY OR FEASIBLE.
2. ADD DRAINAGE WEEPS INTO WALL AS NEEDED TO ENSURE ADEQUATE BACKFILL DRAINAGE.
3. STACK AND FIT LARGEST AVAILABLE STONE BEHIND EXISTING SEAWALL TO BE SELF-SUPPORTING WITHOUT BEARING ON THE SEAWALL. THE SOUTH SEAWALL WILL BE A PRIORITY AREA FOR THE LARGEST STONES IF LARGE STONE SUPPLY IS LIMITED. CONNECT CAP STONES TOGETHER WITH STEEL CRAP IRONS (STONE STAPLES).
4. ADD NEW STONE BACKFILL (WELL GRADED) AND INFILL WITH GRAVEL/ROCK FINES TO MAKE A FINISHED GROUND SURFACE SUITABLE FOR PEDESTRIAN USE.
5. IF BUDGET ALLOWS, ADD 6" THICK REINFORCED CONCRETE OVERLAY TO FACE AND CAP OF SEAWALL WITH DOWELS INTO BEDROCK AT TOE, INTO EXISTING SEAWALL, AND INTO CAP STONES.



(FEET)

SECTION B-B NORTH SEAWALL

<p>WATERFRONT ENGINEERS LLC</p> <p>3 LINDA LANE STRATHAM, NH 03885 (603) 772-3706</p> <p>www.waterfrontengineers.com</p>	<p>SEAWALL REPAIRS WOOD ISLAND</p> <p>KITTERY, MAINE YORK COUNTY</p> <p>PORTSMOUTH HARBOR</p>	<p>Wood Island Life Saving Station Association PO Box 11 Kittery Point, ME 03905</p> <p>SEPT 10, 2014</p> <p>FIGURE 6</p>
--	---	---



RAILWAY REPLACEMENT TYPICAL SECTION

Wood Island Life Saving Station Association
 PO Box 11
 Kittery Point, ME 03905
 DEC 5, 2014

SEAWALL REPAIRS WOOD ISLAND
 KITTERY, MAINE YORK COUNTY
 PORTSMOUTH HARBOR

WATERFRONT ENGINEERS LLC
 3 LINDA LANE
 STRATHAM, NH 03885
 (603) 772-3706
 www.waterfrontengineers.com



FIGURE 7

- NOTES:
1. REFERENCE PHOTO: MAINE GIS SYSTEM, 2010, LOW TIDE SERIES.
 2. ISLAND VEGETATION LINES MEASURED IN SEPT., 2012 ARE SIMILAR TO VEGETATION EXTENT TRACED AS SHOWN.
 3. ELEVATIONS IN FEET TAKEN SEPT. 2013 BY AUTO LEVEL TO APPROXIMATE MEAN LOWER LOW WATER OBSERVED AND BASED ON NOAA PORT POINT TIDE GAUGE RECORDED WATER LEVEL AT CORRESPONDING TIMES. TIDE LINES INTERPOLATED FROM GAUGE TO PHOTO. APPROXIMATE MEAN LOWER LOW WATER (MLLW) ON LEADLINE SOUNDING USING APPROX. TIDE MEASURE OFFSETS NOV. 2014. MHW = 9.0', HATL = 11.4'.



SITE PLAN

Wood Island Life Saving Station Association
 PO Box 11
 WOOD ISLAND, ME 03865
 AUG 31, 2015
 BELMONT, MA
 BELMONT, MA

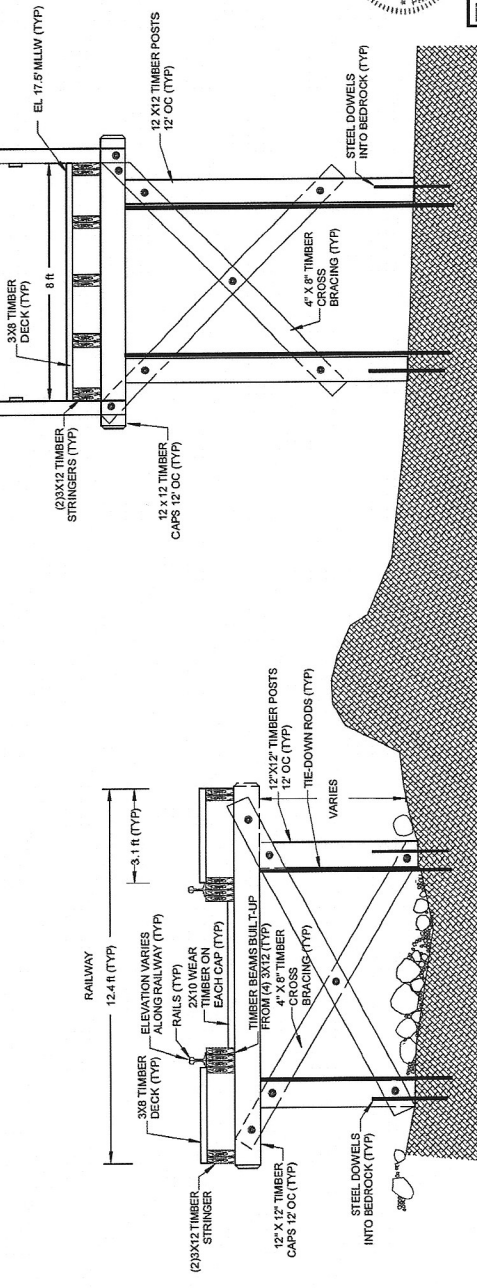
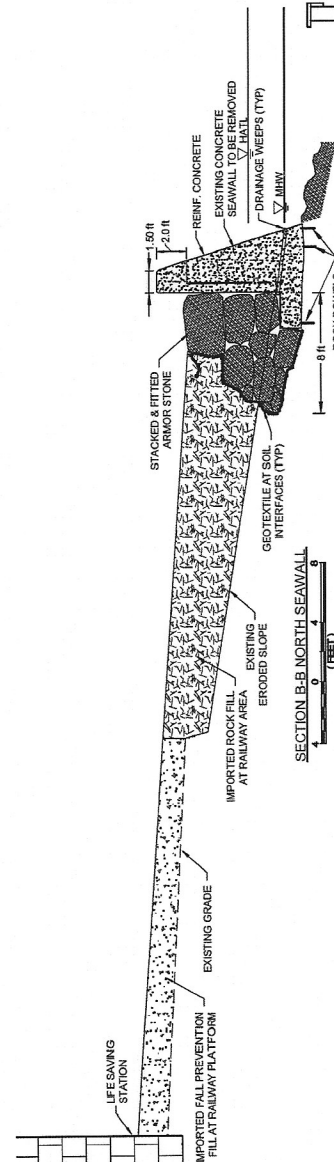
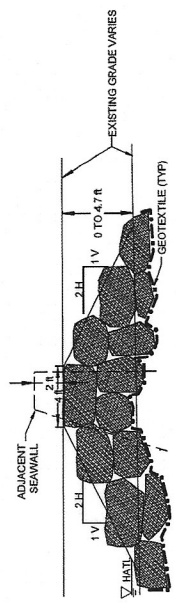
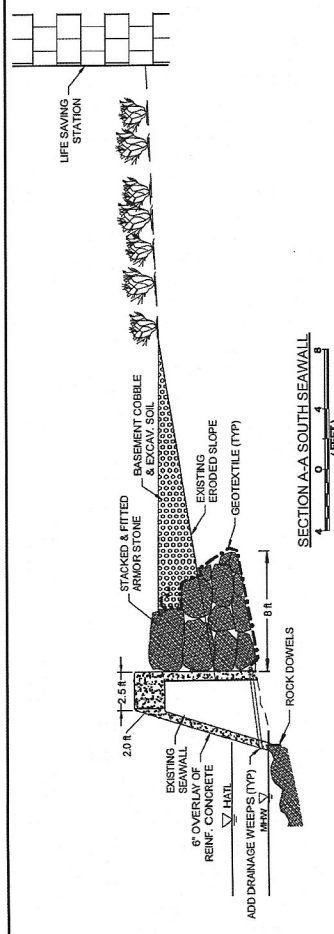
Tighe & Bond
 www.tigheandbond.com

WOOD ISLAND
 WINTER, MAINE
 YORK COUNTY
 PORTSMOUTH HARBOR

FIGURE 1



FOR PERMITTING ONLY, NOT FOR CONSTRUCTION



Tighe & Bond
www.tigheandbond.com

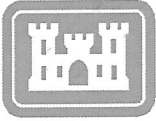
SITE WORK DETAILS
Wood Island Life Saving Station Renovation
PO Box 11
Kittery Point, ME 03905
AUG 31, 2015

WOOD ISLAND
KITTERY, MAINE
YORK COUNTY
PORTSMOUTH HARBOR

STATE OF MAINE
Professional Seal
No. 10000
Exp. 12/31/18
TIGHE & BOND
10000

FIGURE 2

FOR PERMITTING ONLY, NOT FOR CONSTRUCTION



**US Army Corps
of Engineers** ®
New England District

WORK-START NOTIFICATION FORM
(Minimum Notice: Two weeks before work begins)

 * MAIL TO: U.S. Army Corps of Engineers, New England District *
 * Policy Analysis/Technical Support Branch *
 * Regulatory Division *
 * 696 Virginia Road *
 * Concord, Massachusetts 01742-2751 *

Corps of Engineers Permit No. NAE-2015-00072 amendment was issued to Wood Island Life Saving Station Association. The permit authorized the permittee to place fill in 1,254 SF (0.028 acres) of intertidal area in conjunction with repairing the existing seawalls with a new concrete face and cap including placing 330 CY's of rock fill behind the South Seawall and 720 CY's of rock fill behind the North Seawall to stabilize the seawalls and prevent future erosion. The work also includes reconstruction of the deteriorated 11.4' x 105' pile and timber marine railway in kind within the original footprint. The work also includes the construction of an 8' x 122' pile and timber pier with an attached 8' x 80' ADA ramp leading to a 10' x 48' line of bottom moored floats extending northwest off Wood Island adjacent to the west side of the marine railway in the Piscataqua River Kittery, Maine. The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

PLEASE PRINT OR TYPE

Name of Person/Firm: _____

Business Address: _____

Telephone Numbers: () _____ () _____

Proposed Work Dates: Start _____ Finish _____

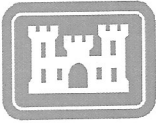
Permittee's Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

FOR USE BY THE CORPS OF ENGINEERS

PM: Howe **Submittals Required:** _____

Inspection Recommendation: _____



(Minimum Notice: Permittee must sign and return notification within one month of the completion of work.)

US Army Corps of Engineers
New England District

COMPLIANCE CERTIFICATION FORM

USACE Project Number: NAE-2015-00072 amendment

Name of Permittee: _____

Permit Issuance Date: _____

Please sign this certification and return it to the following address upon completion of the activity and any mitigation required by the permit. You must submit this after the mitigation is complete, but not the mitigation monitoring, which requires separate submittals.

* MAIL TO: U.S. Army Corps of Engineers, New England District *
* Policy Analysis/Technical Support Branch *
* Regulatory Division *
* 696 Virginia Road *
* Concord, Massachusetts 01742-2751 *

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit was completed in accordance with the terms and conditions of the above referenced permit, and any required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

Printed Name

Date of Work Completion

() _____

() _____

Telephone Number

Telephone Number



Paul R. LePage, Governor Ricker Hamilton, Acting Commissioner

Tel. (207) 287-5672

Drinking Water Program

Department of Health and Human Services
Commissioner's Office
221 State Street
11 State House Station
Augusta, Maine 04333-0011
Tel.: (207) 287-3707; Fax: (207) 287-3005
TTY Users: Dial 711 (Maine Relay)

Fax (207) 287-4172

September 29, 2017

Wood Island Life Saving Station Association
Attn.: Samuel Reid
P. O. Box 11
Kittery Point, ME 03905

Subject: Approval, Replacement System Variance Request, Wood Island Life Saving Station Association Property, Wood Island, Kittery

Dear Mr. Reid:

We have completed our review of an HHE-200 Form dated 07/28/2017 by Michael Deyling, S.E. for the subject property. You are proposing to install a system to serve a museum comprising the Wood Island Life Saving Station. The museum is presently served by an overboard discharge.

Hereafter, the following terms apply:

“Rules” refers to the Maine Subsurface Wastewater Disposal Rules, CMR 241;

“Staff” and “Department” refer collectively to the administrative and technical staff of the Maine Department of Health and Human Services, Center for Disease Control and Prevention, Division of Environmental and Community Health;

“Site Evaluator” refers collectively to the licensed designer of the subject system, his staff, and his representatives unless otherwise specified; and

“Applicant” refers collectively to the owner(s) of the subject property and her or his authorized agent(s) unless otherwise specified.

Findings

1. Variance Request

The proposed design requires a variance to the Rules to install a disposal field set back 25 feet from the normal high water mark of the Atlantic Ocean.

2. System Design

Design Flow

The design flow is 250 gallons per day (gpd), based upon Table 4C of the Rules (not Table 501.2 as noted in the design).

Treatment Tank

The design includes a Busse GT microfiltration wastewater treatment system.

Disposal Area

The proposed disposal area consists of a 10 foot by 25 foot stone bed.

3. Site Description

Lot Size

The property is approximately one acre in size.

Soil Conditions

The proposed location of the disposal field is presently a beach and rubble, which will be replaced with a reconstructed seawall. The proposed seawall would be backfilled with fill meeting the specifications of the Rules.

4. Local Review

Local Plumbing Inspector Recommendation

Pursuant to 30-A MRS § 4214 local jurisdictions have primary authority and responsibility for enforcing rules adopted by the Department governing the installation and inspection of subsurface wastewater disposal systems. This is achieved through the appointment of Local Plumbing Inspector (LPI) pursuant to 22 MRS § 42 (3-B).

Robert Marchi, LPI recommends approval of the proposal pursuant to 30-A MRS § 4214.

5. Department Review

Department Authority

Pursuant to 22 MRS § 42 (3) the Department shall adopt minimum rules relating to subsurface sewage disposal systems. These rules may regulate the location of water supply wells to provide minimum separation distances from subsurface sewage disposal systems. The department may require a deed covenant or deed restriction when determined necessary.

Pursuant to 22 MRS § 42 (3-A) the Department shall adopt rules providing for professional qualification and competence, ethical standards, licensing and relicensing and revocation of licenses of persons to evaluate soils for the purpose of designing subsurface wastewater disposal systems.

Pursuant to 30-A MRS § 4212 the Department is responsible for ensuring the proper administration of the subsurface wastewater disposal rules and permitting processes by municipalities. The Department shall assist municipalities in complying with this subchapter and with § 3428.

Pursuant to Section 7.B.7 of the Rules adopted pursuant to 22 MRS § 42 (3), the Department may approve a variance, deny it, or approve it with conditions. The disposition of the variance request will be in writing and state the specifications and conditions of any approval or the reasons for denial. The conditions may include deed covenants, inspections and mandatory installation of a holding tank if the system fails in the future. The disposition of the variance request comprises authorization for the LPI to issue a permit for the subject system design, if approved; or prohibition for the LPI to issue a permit for the subject system design, if denied.

Department Responsibility

It is the primary responsibility of the Department to protect public health and the environment from biological and chemical contamination. Such contamination may result if improperly treated wastewater is released either onto the surface of the ground or into the ground or surface water from an on-site collection, storage, or treatment system. This is accomplished by promulgation and enforcement of the Rules. The Rules must be interpreted so as to assure the proper treatment and installation of subsurface systems for the disposal of wastewater. The intent of these Rules is to ensure public safety, health, and welfare, insofar as they are affected by the installation and maintenance of subsurface wastewater disposal systems.

6. Rules

Pursuant to Section 2.A.8 of the Rules, when there are practical difficulties involved in carrying out the provisions of these Rules, the Department may vary or modify such provisions, upon a variance request by the applicant. Variances may be granted, provided that the intent of these Rules is observed and public health, safety, and welfare are assured. The variance request for modifications and the final decision the Department must be in writing and officially recorded with the variance application in the permanent records of the jurisdiction.

7. Policy

Policy SSW-002-2017, "*Policy Regarding the Department's Review of Variance Requests and the use of Advanced Treatment or Advanced Tertiary Treatment on Marginal or Failing Sites*" sets forth the criteria by which the Department shall review variance requests for failing sites.

Among other criteria, approval of variances for marginal or failing sites pursuant to this policy shall require the following.

For systems proposed outside the Shoreland Zone:

- Verification by the Site Evaluator that no reasonable alternative exists; and
- Advanced treatment is included in the design; and
- The Department after evaluating the proposed design makes a determination that no unreasonable risks to public health or the environment shall result.

For systems proposed inside the Shoreland Zone:

- Verification by the Site Evaluator that no reasonable alternative exists; and
- Advanced tertiary treatment is included in the design, and
- A maintenance contract that ensures the advanced tertiary treatment system is inspected and serviced as recommended by the manufacturer; and
- The Department after evaluating the proposed design makes a determination that no unreasonable risks to public health or the environment shall result.

8. Conclusions

On the basis of the foregoing findings, analysis, and conclusions as well as consideration of the Department's statutory and regulatory responsibilities, the Staff approves the applicant's request for a variance to the Rules, to install the subsurface wastewater disposal system design dated 07/28/2017. This approval constitutes Department approval to the LPI issue a permit as set forth in the Rules to install the system subject to the following conditions.

1. The applicant must secure all necessary approvals from all state and local officials, including water districts if applicable, prior to commencing installation. This approval in no manner compels approval by any other agency or party.
2. Construction must not commence until the owner has obtained the necessary subsurface plumbing permit from the Local Plumbing Inspector (LPI).
3. The applicant must enter into a maintenance agreement with a company qualified to inspect and service the proposed treatment system for a minimum of five (5) years, and provide a copy of such agreement to the LPI. Failure to properly maintain the system resulting in system malfunction or substandard performance may void this approval.
4. Modifications to the system required to remedy issues which arise due to a lack of proper maintenance require Department approval.
5. Expansions or changes in use of the structure served by the proposed system as defined by the Rules are not allowed without prior Department approval.

6. A copy of this approval signed below by the applicant, the variance request form HHE-204, the design application form HHE-200 and the attached deed covenant must be filed with the deed for the property at the appropriate registry of deeds.
7. The structure to be served by the disposal system as described in the attached application and variance request, by virtue of this approval, does not currently and will not in the future qualify for "replacement criteria" as found in the Rules for use of other than a advanced tertiary treatment. Properly functioning advanced tertiary treatment will always be required as a condition of occupancy and use for the structure served by the system, absent connection to a municipal or other offsite sewage collection and treatment system, due to the 25 foot setback of the disposal field from the normal high water mark.
8. The applicant must acknowledge by signature below that she or he has read this approval and all conditions and understands that this approval and the occupation and use of the structure to be served by the subsurface wastewater disposal system proposed is contingent on the installation and proper functioning of the (advanced or advanced tertiary) treatment system included with the design and that should the (advanced or advanced tertiary) treatment system fail or otherwise malfunction the structure may be deemed uninhabitable until the failure or malfunction is remedied to the satisfaction of the municipality and the Department. The applicant must provide a signed copy of this approval to the LPI.

Applicant Signature: _____ Date: _____

9. By accepting this approval and the associated plumbing permit, and recording the associated deed covenant, the owner agrees to comply fully with the conditions of approval and the Subsurface Wastewater Disposal Rules.

Because installation and owner maintenance has a significant effect upon the working order of onsite sewage disposal systems, including their components, the Division makes no representation or guarantee as to the efficiency and/or operation of the system.

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

Sincerely,

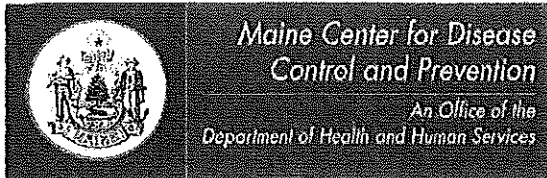


James A. Jacobsen, Environmental Specialist IV
Division of Environmental Health
Drinking Water Program
Engineering Review Team
e-mail: james.jacobsen@maine.gov

/jaj

Enc: Deed Covenant

xc: File
Robert Marchi, LPI via e-mail
Michael Deyling, SE via e-mail



Department of Health and Human Services
Maine Center for Disease Control and Prevention
286 Water Street
11 State House Station
Augusta, Maine 04333-0011
Tel: (207) 287-5672
Fax: (207) 287-4172; TTY: 1-800-606-0215

SUBSURFACE WASTEWATER DISPOSAL SYSTEM VARIANCE REQUEST

This form must accompany an application (HHE-200 Form) for any subsurface wastewater disposal system which requires a variance to provisions of the Subsurface Wastewater Disposal Rules. The Local Plumbing Inspector must not issue a permit for the installation of a subsurface wastewater disposal system requiring a variance from the Department of Health and Human Services until approval has been received from the Department.

GENERAL INFORMATION	Town of <u>KITTERY POINT, MAINE</u>
Applicant's Name: <u>Wood Island Life Saving Station Association</u> Tel. No.: <u>202-257-8431</u>	
System's Location: <u>Wood Island</u>	
Applicant's Address: <u>PO Box 11, Kittery Point, Maine</u> Zip Code <u>03905</u>	
e-mail address: <u>Samuel Reid <sam.reid@me.com></u>	

The subsurface wastewater disposal system design for the subject property requires a replacement system variance first time system variance to the Subsurface Wastewater Disposal Rules. This variance requires local approval local and state approval.

SPECIFIC VARIANCE REQUESTED (To be filled in by Site Evaluator. Use additional sheets if needed.)	SECTION OF RULE
1. Variance to 25 feet from mean high water line. System is replacing an overboard discharge and will incorporate a Busse membrane filtration pretreatment system.	Table 8A
SITE EVALUATOR	
When a property is found to be unsuitable for subsurface wastewater disposal by a licensed Site Evaluator, the Evaluator shall so inform the property owner. If the property owner, after exploring all other alternatives, wishes to request a variance to the Rules, and the Evaluator in his professional opinion feels the variance request is justified and the site limitations can be overcome, he shall document the soil and site conditions on the Application. The Evaluator shall list the specific variances necessary plus describe below the proposed system design and function. The Evaluator shall further describe how the specific site limitations are to be overcome, and provide any other support documentation as required prior to consideration by the Department. Attach a separate sheet if necessary.	
I, <u>Michel Deyling</u> , S.E., certify that a variance to the Rules is necessary since a system cannot be installed which will completely satisfy all the Rule requirements. In my judgment, the proposed system design on the attached Application is the best alternative available; enhances the potential of the site for subsurface wastewater disposal; and that the system should function properly.	
<u>Michel Deyling</u> SIGNATURE OF SITE EVALUATOR	<u>7/28/2017</u> DATE

PROPERTY OWNER
I, <u>Samuel Reid</u> , am the applicant for the subject property. I understand that the installation on the Application is not in total compliance with the Rules. Should the proposed system malfunction, I release all concerned provided they have performed their duties in a reasonable and proper manner, and I will promptly notify the Local Plumbing Inspector and make any corrections required by the Rules. By signing the variance request form, I acknowledge permission for representatives of the Department to enter onto the property to perform such duties as may be necessary to evaluate the variance request.
<u>Samuel Reid</u> <input checked="" type="checkbox"/> SIGNATURE OF OWNER <input type="checkbox"/> AGENT FOR THE OWNER
<u>7/28/2017</u> DATE

RECEIVED
SEP 20 2017

LOCAL PLUMBING INSPECTOR - Approval at local level

The local plumbing inspector shall review all variance requests prior to rendering a decision.

I, _____, the undersigned, have visited the above property and find that the variance request submitted by the applicant does not conform with certain provisions of the wastewater disposal rules. The variance request submitted by the applicant is the best alternative for a subsurface wastewater disposal system on this property. The proposed system (does does not) conflict with any provisions controlling subsurface wastewater disposal in the shoreland zone. Therefore, I (do do not) approve the requested variance. I (will will not) issue a permit for the system's installation as proposed by the application.

LPI Signature

Date

LOCAL PLUMBING INSPECTOR - Referral to the Department

The local plumbing inspector shall review all variance requests prior to forwarding to the Division of Environmental Health.

I, Robert Musoli, the undersigned, have visited the above property and find that the variance request submitted by the applicant does not conform with certain provisions of the wastewater disposal rules. The variance request submitted by the applicant is the best alternative for a subsurface wastewater disposal system on this property. The proposed system (does does not) conflict with any provisions controlling subsurface wastewater disposal in the shoreland zone. Therefore, I (do do not) recommend the issuance of a permit for the system's installation as proposed by the application.

R Musoli
LPI Signature

9/20/17
Date

FOR USE BY THE DEPARTMENT ONLY

The Department has reviewed the variance(s) and (does does not) give its approval. Any additional requirements, recommendations, or reasons for the Variance denial, are given in the attached letter.

James A. Jacobson
SIGNATURE OF THE DEPARTMENT

09/29/17
DATE

- Notes: 1. Variances for soil conditions may be approved at the local level as long as the total point assessment is at least the minimum allowed. (See Section 7.B.4 of the Subsurface Wastewater Disposal Rules for Municipal Review.)
2. Variances for other than soil conditions or soil conditions beyond the limit of the LPI's authority are to be submitted to the Department for review. (See Section 7.B.3 for Department Review.) The LPI's signature is required on these variance requests prior to sending them to the Department.

SOIL, SITE AND ENGINEERING FACTORS FOR FIRST TIME SYSTEM VARIANCE ASSESSMENT WITH LIMITING SOIL DRAINAGE CONDITIONS (SEE TABLES 7C THROUGH 7M).

	CHARACTERISTIC	POINT ASSESSMENT
Soil Profile		
Depth to Groundwater/Restrictive Layer		
Terrain		
Size of Property		
Waterbody Setback		
Water Supply		
Type of Development		
Disposal Area Adjustment		
Vertical Separation Distance		
Additional Treatment		
TOTAL POINT ASSESSMENT:		

Minimum Points (Check One): Outside Shoreland Zone-50 Inside Shoreland Zone-65 Subdivision-65



STATE OF MAINE - DEPARTMENT OF PUBLIC SAFETY
OFFICE OF STATE FIRE MARSHAL
45 COMMERCE DR STE 1
AUGUSTA, ME 04333-0001

Construction Permit

No. 24928

In accordance with the provisions of M.R.S.A. Title 25, Chapter 317, Sec. 317 and Title 5, Section 4594-F, permission is hereby granted to construct or alter the following referenced building according to the plans hitherto filed with the Commissioner and now approved. No departure from application form/plans shall be made without prior approval in writing. Nothing herein shall excuse the holder of this permit for failure to comply with local ordinances, zoning laws, or other pertinent legal restrictions.

Each permit issued shall be displayed at the site of construction.

Building: WOOD ISLAND LIFE SAVING STATION
Location: WOOD ISLAND, KITTERY POINT, ME 03905
Owner: TOWN OF KITTERY
Owner Address: WOOD ISLAND LIFE SAVING STATION ASSOCIATION, PO BOX 11, KITTERY POINT, ME 03905-0011

Occupancy Type: Assembly Class <300
Secondary Use:
Use Layout: Mixed Use
No Sprinkler System
No Fire Alarm System
Barrier Free
Construction Mode: Renovation
Unprotected Wood Frame: Type V (000)
Final Number of Stories: 4

Permit Date: 09/07/2017

Expiration Date: 03/06/2018

COMMISSIONER OF PUBLIC SAFETY

Copy 1 - Owner



STATE OF MAINE - DEPARTMENT OF PUBLIC SAFETY
OFFICE OF STATE FIRE MARSHAL
45 COMMERCE DR STE 1
AUGUSTA, ME 04333-0001

Construction Permit

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Each permit issued shall be displayed at the site of construction.

Building: WOOD ISLAND LIFE SAVING STATION
Location: WOOD ISLAND, KITTEERY POINT, ME 03905
Owner: TOWN OF KITTEERY
Owner Address: WOOD ISLAND LIFE SAVING STATION ASSOCIATION, PO BOX 11, KITTEERY POINT, ME 03905-0011

Occupancy Type: Assembly Class <300
Secondary Use:
Use Layout: Mixed Use
No Sprinkler System
No Fire Alarm System
Barrier Free
Construction Mode: Renovation
Unprotected Wood Frame: Type V (000)
Final Number of Stories: 4

Permit Date: 09/07/2017

Expiration Date: 03/06/2018

COMMISSIONER OF PUBLIC SAFETY



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



PAUL R. LEPAGE
GOVERNOR

AVERY T. DAY
ACTING COMMISSIONER

December 2015

Sam Reid
Wood Island Life Saving Station Association
P.O. Box 11
Kittery Point, ME 03905

RE: Natural Resources Protection Act Application, Kittery
DEP #L-26596-4E-A-N/L-26596-TW-B-N/ L-26596-4P-C-N

Dear Mr. Reid:

Please find enclosed a signed copy of your Department of Environmental Protection land use permit. You will note that the permit includes a description of your project, findings of fact that relate to the approval criteria the Department used in evaluating your project, and conditions that are based on those findings and the particulars of your project. Please take several moments to read your permit carefully, paying particular attention to the conditions of the approval. The Department reviews every application thoroughly and strives to formulate reasonable conditions of approval within the context of the Department's environmental laws. You will also find attached some materials that describe the Department's appeal procedures for your information.

If you have any questions about the permit please contact me at (207) 615-6426 or at christine.woodruff@maine.gov.

Sincerely,

Christine Woodruff, Project Manager
Bureau of Land Resources

pc: File



DEPARTMENT ORDER

IN THE MATTER OF

WOOD ISLAND LIFE SAVING	) NATURAL RESOURCES PROTECTION ACT
STATION ASSOCIATION	) COASTAL WETLAND ALTERATION
Kittery, York County	) SIGNIFICANT WILDLIFE HABITAT
MARINE RAILWAY, PIER, SEAWALLS	) WATER QUALITY CERTIFICATION
L-26596-4E-A-N (approval))
L-26596-TW-B-N (approval))
L-26596-4P-C-N (approval)	) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act, the Department of Environmental Protection has considered the application of WOOD ISLAND LIFE SAVING STATION ASSOCIATION with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. Summary: The applicant proposes to construct a replica marine railway in a coastal wetland to launch lifesaving boats from the garage of the life saving station where they are stored into the water as part of the restoration of the lifesaving station. The marine railway consists of two sets of railway tracks that emerge from the garage and then converge to one track approximately 58 feet from the garage, go over a seawall proposed to be reconstructed, and extend 175 feet beyond the seawall to about 68 feet beyond the mean low water line so that boats can be launched at low tide. The supports of the marine rail consist of 13 timber frames and three 12-foot by 12-foot rock-filled timber cribs secured to the ledge with steel dowels and tie down rods. Timber caps that are 12.4 feet wide will rest on the two timber supports, and stringers between the timber caps support two rails inside with two 3.1-foot wide decks on the outside.

The applicant also proposes to repair, or replace and expand two existing seawalls in the coastal wetland that are in disrepair. The north wall, which is below the highest annual tide, will be removed and replaced in its existing location with a reinforced concrete wall that will be two feet higher than the existing wall with drainage weeps at the toe. The wall will be lengthened on both ends to prevent material from washing out from around the ends when the wall is overtopped by ocean waves. Stacked and fitted armor stones will be placed landward of the wall to help maintain the stability of the wall during storm conditions. Additional rock fill will be added landward of the armor stones for additional stability of the wall and for the safety of visitors to the island when they walk around to view the marine railway area. The south wall, which has the highest annual tide line at its seaward face, will be overlaid with six inches of reinforced concrete on both faces and be increased in height by two feet. The south seawall will also have stacked and fitted armor stone landward of the wall. The south wall project includes removing cobble that

was washed into the basement of the building by storm waves and placing the cobble landward of the seawall. A rock berm will be added to the west end of the south wall to prevent the cobble from washing around the end of the wall when the wall is overtopped by waves. All armor stone and rock fill for the project will be sourced from the mainland with the exception of the cobble from the basement.

The project includes a six-foot wide timber mat pathway around the building to provide a handicap-accessible route around the building.

The applicant also proposes to construct a pier on the northwest side of the island. The purpose of the project is to allow tour boats approximately 60 to 65 feet long to provide transportation service to the island for the public to visit this historic site. The proposed eight-foot wide pile-supported pier will start at the existing lifesaving station building and extend approximately 54 feet over the proposed fill and seawall, and then extend an additional 112 feet further into the coastal wetland. The applicant proposes a four-foot wide by 80-foot long seasonal ramp for handicap accessibility and two, ten-foot wide by 24-foot long seasonal floats to accommodate the larger boats bringing groups of people to the island. The ramp will be stored on the pier in the off season. The floats will be stored on the marine railway; if it is found that winter storm conditions are too severe for this storage, then an alternate upland storage location will be investigated.

The project is shown on a set of drawings, the first of which is titled "Site Plan, Wood Island, Kittery, Maine" prepared by Tighe & Bond, and dated August 15, 2015 with a most recent revision date on any of the plans of October 15, 2015. The project site is located on Wood Island in the Town of Kittery.

B. Current Use of the Site: The site is a 1.5-acre island with approximately a quarter of an acre that is occupied by upland vegetation and a dilapidated historic life saving station. The upland vegetation consists of scrubby brush and small tree growth. The upland appears to be frequently overwashed by ocean waves based on the large amount of lobster trap remnants and the layer of cobbles that cover the upland area. There are remnants of the old marine railway at the site; there is weathered rail, and concrete and wooden supports in the upland and rail remnants and iron rods protruding from the ledge in the intertidal area. The upper intertidal area is a mix of bare ledge and cobble. The existing north seawall on the harbor side of the island is in the upper intertidal area and has been repaired with shotcrete; some parts have fallen down and other parts are standing but damaged. The south seawall on the open ocean side of the island is in the uppermost intertidal area, has been repaired with shotcrete, and is mostly intact with some failures of the shotcrete. The rest of the island is bare ledge with a mix of cobble, gravel and sand. Wood Island was deeded to the town in 1973 and the applicant has a signed agreement with the town titled "Wood Island Life Saving Station Repair Agreement", signed in October 2013, allowing the restoration, repair and maintenance of the site.

2. EXISTING SCENIC, AESTHETIC, RECREATIONAL OR NAVIGATIONAL USES:

In accordance with Chapter 315, Assessing and Mitigating Impacts to Scenic and Aesthetic Uses, the applicant submitted a copy of the Department's Visual Evaluation Field Survey Checklist as Appendix A to the application along with a description of the property and the proposed project. The applicant also submitted several photographs of the proposed project site including aerial and historic photographs of the project site. Department staff visited the project site on March 31, 2015.

The proposed project is located on the Atlantic Ocean, which is a scenic resource visited by the general public, in part, for the use, observation, enjoyment and appreciation of its natural and cultural visual qualities. The applicant has limited the construction of the marine railway to a replica of the previously existing railway and has limited the increase in height of the seawalls to that necessary to reduce damage to the historic structure and to account for sea level rise. These measures will help to reduce the visibility of the changes in the historic structures from the scenic resource. The applicant has limited the size of the proposed pier to that necessary to provide handicap access to the island. The existing seawalls are concrete and the seaward side of the walls will be repaired with concrete to be compatible with the existing seawall materials. The marine railway will replace the dilapidated remains of the existing marine railway in the upland and will be placed between two sections of seawall in the upper intertidal area and two ledge outcroppings in the lower intertidal area so the proposed marine railway will not be visually prominent unless viewed from the northwest side at low tide. The existing building will continue to be the spatially dominant feature on the island.

The proposed project was evaluated using the Department's Visual Impact Assessment Matrix and was found to have an acceptable potential visual impact rating. Based on the information submitted in the application, the visual impact rating, and the site visit, the Department determined that the location and scale of the proposed activity is compatible with the existing visual quality and landscape characteristics found within the viewshed of the scenic resource in the project area.

The Department did not identify any issues involving existing recreational and navigational uses.

The Department finds that the proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational or navigational uses of the protected natural resource.

3. SOIL EROSION:

The seawalls will be repaired with concrete, armor stone and rock fill. The armor stone and rock fill has been sized to be resistant to movement by any waves that overwash the wall. The applicant proposes to schedule construction of the project during low tide conditions so that no construction is conducted in the water. The repair of the north wall will protect an eroding shoreline near where the existing wall has recently failed. The

marine railway will be secured to concrete supports in the upland and upper intertidal area and pinned to wooden supports and ledge in the lower intertidal area. The pier will be constructed with wooden pilings pinned to ledge. These types of construction are not expected to result in significant soil disturbance.

The Department finds that the activity will not cause unreasonable erosion of soil or sediment nor unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.

4. HABITAT CONSIDERATIONS:

The Department of Marine Resources (DMR) stated that the proposed project should not cause any significant adverse impact to marine resources.

The Maine Department of Inland Fisheries and Wildlife (MDIFW) reviewed the proposed project and visited the site on March 31, 2015. MDIFW stated that the coastal wetland portion of the project is mapped as Tidal Waterfowl and Wading Bird Habitat, which is Significant Wildlife Habitat as defined under the Natural Resources Protection ACT (NRPA) Chapter 335. MDIFW stated that minimal impacts to wildlife are anticipated from this project.

The Department finds that the activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine or marine fisheries or other aquatic life.

5. WATER QUALITY CONSIDERATIONS:

The applicant proposes to use lumber treated with chromated copper arsenate (CCA) or other pressure-treated lumber to construct the marine railway and the pier. To protect water quality, all pressure-treated lumber must be cured on dry land in a manner that exposes all surfaces to the air for 21 days prior to the start of construction.

Provided that all pressure-treated lumber is cured as described above, the Department finds that the proposed project will not violate any state water quality law, including those governing the classification of the State's waters.

6. WETLANDS AND WATERBODIES PROTECTION RULES:

The protected natural resource is a coastal wetland surrounding Wood Island. The upper intertidal area is sand, gravel, and small bare cobble. The mid and lower intertidal area is ledge and large cobble with some Rockweed, Sea lettuce, Irish moss, periwinkles and small barnacles.

The applicant proposes to directly alter 1,104 square feet of coastal wetland to reconstruct the north seawall and to add stone fill on the landward side. The applicant proposes to

directly alter 450 square feet of coastal wetland for the marine railway's supports posts and three rock and timber cribs and approximately 953 square feet of indirect impact to coastal wetland as a result of shading impacts from the decking and rails of the marine railway. The applicant proposes to directly alter 20 square feet of coastal wetland to construct the support posts for the pier, and approximately 1,696 square feet of indirect impacts to coastal wetland as a result of shading from the pier, ramp, and float. The total direct impacts for the proposed project are 1,574 square feet and the total indirect impacts are 2,649 square feet.

The Wetland and Waterbodies Protection Rules, 06-096 CMR 310, interpret and elaborate on the Natural Resources Protection Act (NRPA) criteria for obtaining a permit. The rules guide the Department in its determination of whether a project's impacts would be unreasonable. A proposed project would generally be found to be unreasonable if it would cause a loss in wetland area, functions and values and there is a practicable alternative to the project that would be less damaging to the environment. Each application for a NRPA permit that involves a coastal wetland alteration must provide an analysis of alternatives in order to demonstrate that a practicable alternative does not exist.

A. Avoidance. No activity may be permitted if there is a practicable alternative to the project that would be less damaging to the environment. The applicant submitted an alternatives analysis for the proposed project completed by Waterfront Engineers and dated January 2015. The purpose of the project is to improve the seawalls to provide additional protection from waves for the lifesaving station building to be restored, to build a replica of the previously existing marine railway as part of the restoration of the life saving station, and to construct a pier for access to the island by recreational and commercial boats including tour boats.

The applicant examined alternatives to the repair and expansion of the seawalls and the placement of stone fill materials landward of them. The applicant found that the waves overtop the seawalls and push cobble into the basement of the building and also cause water and rock damage to the building. The no action alternative was found to be unacceptable because it would allow further damage and eventual loss of the historic building. Repair of the existing seawalls with just shotcrete was rejected because the past repairs completed with shotcrete proved to be expensive and to have a short service life. Replacement of the existing seawalls was evaluated with both cast in place and precast concrete options but was determined to be prohibitively expensive. The proposed wall construction with rock fill inshore of the wall was selected because of the cost and the protection it would provide to the building.

The applicant is proposing to construct a working marine railway to a close replica of the previously existing marine railway based on the project plans found in the historic archives. Alternatives were considered and rejected because they would not meet the project purpose of reconstructing an accurate replica of the original marine railway.

The applicant examined alternatives to the proposed pier system for public access to the island but determined that access to the island for recreational and commercial boats, including tour boats up to 65 feet long, would require a pier so that the access would be safe. Taking no action and not constructing a pier would require landing small boats on the beach, which would not be acceptable for providing access for the tour boats nor provide handicap accessibility. The applicant determined that in order to meet the project purpose, some impact to the coastal wetland could not be avoided.

B. Minimal Alteration. The amount of coastal wetland to be altered must be kept to the minimum amount necessary for meeting the overall purpose of the project. The applicant minimized wetland impacts for rehabilitating the south seawall by limiting the amount of reinforced concrete overlay to six inches wide on the side of the wall that is coastal wetland. The applicant has minimized wetland impacts for the north seawall by limiting the rock fill to the area between the seawall and the building to protect the building and prevent seawall failure during extreme weather conditions.

The applicant has minimized the wetland impacts from the pier system by using a long ramp in order to minimize the length of the pier. The pier design minimizes direct wetland impacts by using widely spaced support posts. The float and the pier are the minimum length and width necessary for providing handicap access and safely landing passengers the volume of passengers anticipated. Additionally, the ramp and float are to be in place only seasonally.

The applicant has minimized the wetland impacts from the marine railway by using the original design which elevates the rail system up on timber posts where possible and only uses crib supports on the seaward end of the rail system where they are necessary to withstand wave action.

C. Compensation. In accordance with Chapter 310 Section 5(C)(6)(b), compensation is required to achieve the goal of no net loss of coastal wetland functions and values since the project will result in over 500 square feet of fill in the resource, which is the threshold over which compensation is generally required.

The rocky intertidal area has varying benthic life density with very low density near the seawalls. Rockweed density increases in the mid tidal zone and trends to Irish moss and periwinkle habitat in the lower tidal zone. The rockweed is a common Maine intertidal algae that is commonly harvested for a wide variety of uses. The subtidal zone is predominantly bedrock with traces of rockweed, kelp, coralline algae, some unidentified red seaweed, sea lettuce, encrusting sponge, and a few periwinkles. The deeper subtidal bedrock contains some kelp, unidentified red seaweed, sea lettuce, trace coralline algae, and a few periwinkles. No eelgrass was observed in the project area.

To compensate for lost functions and values of the coastal wetland, the applicant proposes to make a contribution into the In-Lieu Fee (ILF) program of the Maine Natural Resource Conservation Program (MNRCP) in the amount of \$12,843. Prior to the start of construction, the applicant must submit a payment in the amount of \$12,843, payable

to “Treasurer, State of Maine”, and directed to the attention of the ILF Program Administrator at 17 State House Station, Augusta, Maine 04333.

The Department finds that the applicant has avoided and minimized coastal wetland impacts to the greatest extent practicable, and that the proposed project represents the least environmentally damaging alternative that meets the overall purpose of the project provided that, prior to project construction, the applicant submits the ILF payment as described above.

7. OTHER CONSIDERATIONS:

The Department did not identify any other issues involving existing scenic, aesthetic, or navigational uses, soil erosion, habitat or fisheries, the natural transfer of soil, natural flow of water, water quality, or flooding.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 480-A et seq. and Section 401 of the Federal Water Pollution Control Act:

- A. The proposed activity will not unreasonably interfere with existing scenic, aesthetic, recreational, or navigational uses.
- B. The proposed activity will not cause unreasonable erosion of soil or sediment.
- C. The proposed activity will not unreasonably inhibit the natural transfer of soil from the terrestrial to the marine or freshwater environment.
- D. The proposed activity will not unreasonably harm any significant wildlife habitat, freshwater wetland plant habitat, threatened or endangered plant habitat, aquatic or adjacent upland habitat, travel corridor, freshwater, estuarine, or marine fisheries or other aquatic life provided that, prior to construction, the applicant makes a contribution to the In-Lieu Fee (ILF) program as described in Finding 6.
- E. The proposed activity will not unreasonably interfere with the natural flow of any surface or subsurface waters.
- F. The proposed activity will not violate any state water quality law including those governing the classifications of the State's waters provided that all pressure-treated lumber is cured as described in Finding 5.
- G. The proposed activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties.
- H. The proposed activity is not on or adjacent to a sand dune.

- I. The proposed activity is not on an outstanding river segment as noted in Title 38 M.R.S.A. Section 480-P.


THEREFORE, the Department APPROVES the above noted application of WOOD ISLAND LIFE SAVING STATION ASSOCIATION to alter coastal wetland and Significant Wildlife Habitat to construct a timber marine railway, repair and enlarge seawalls, and construct a pier, ramp and float as described herein, SUBJECT TO THE ATTACHED CONDITIONS, and all applicable standards and regulations:

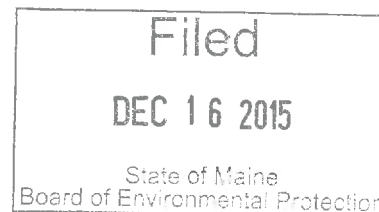
1. Standard Conditions of Approval, a copy attached.
2. The applicant shall take all necessary measures to ensure that its activities or those of its agents do not result in measurable erosion of soil on the site during the construction of the project covered by this approval.
3. Severability. The invalidity or unenforceability of any provision, or part thereof, of this License shall not affect the remainder of the provision or any other provisions. This License shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
4. All pressure-treated lumber shall be cured on dry land in a manner that exposes all surfaces to the air for 21 days prior to the start of construction.
5. Prior to the start of construction, the applicant shall submit a payment in the amount of \$12,843, payable to "Treasurer, State of Maine", and directed to the attention of the ILF Program Administrator at 17 State House Station, Augusta, Maine 04333.

THIS APPROVAL DOES NOT CONSTITUTE OR SUBSTITUTE FOR ANY OTHER REQUIRED STATE, FEDERAL OR LOCAL APPROVALS NOR DOES IT VERIFY COMPLIANCE WITH ANY APPLICABLE SHORELAND ZONING ORDINANCES.

DONE AND DATED IN AUGUSTA, MAINE, THIS 16TH DAY OF DECEMBER, 2015.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: 
For: Avery T. Day, Acting Commissioner



PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

CGW/L26596ANBNCN/ATS# 79959, 78820, 79957



Natural Resources Protection Act (NRPA) Standard Conditions

THE FOLLOWING STANDARD CONDITIONS SHALL APPLY TO ALL PERMITS GRANTED UNDER THE NATURAL RESOURCE PROTECTION ACT, 38 M.R.S.A. § 480-A ET SEQ., UNLESS OTHERWISE SPECIFICALLY STATED IN THE PERMIT.

- A. Approval of Variations From Plans. The granting of this permit is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from these plans, proposals, and supporting documents is subject to review and approval prior to implementation.
- B. Compliance With All Applicable Laws. The applicant shall secure and comply with all applicable federal, state, and local licenses, permits, authorizations, conditions, agreements, and orders prior to or during construction and operation, as appropriate.
- C. Erosion Control. The applicant shall take all necessary measures to ensure that his activities or those of his agents do not result in measurable erosion of soils on the site during the construction and operation of the project covered by this Approval.
- D. Compliance With Conditions. Should the project be found, at any time, not to be in compliance with any of the Conditions of this Approval, or should the applicant construct or operate this development in any way other the specified in the Application or Supporting Documents, as modified by the Conditions of this Approval, then the terms of this Approval shall be considered to have been violated.
- E. Time frame for approvals. If construction or operation of the activity is not begun within four years, this permit shall lapse and the applicant shall reapply to the Board for a new permit. The applicant may not begin construction or operation of the activity until a new permit is granted. Reapplications for permits may include information submitted in the initial application by reference. This approval, if construction is begun within the four-year time frame, is valid for seven years. If construction is not completed within the seven-year time frame, the applicant must reapply for, and receive, approval prior to continuing construction.
- F. No Construction Equipment Below High Water. No construction equipment used in the undertaking of an approved activity is allowed below the mean high water line unless otherwise specified by this permit.
- G. Permit Included In Contract Bids. A copy of this permit must be included in or attached to all contract bid specifications for the approved activity.
- H. Permit Shown To Contractor. Work done by a contractor pursuant to this permit shall not begin before the contractor has been shown by the applicant a copy of this permit.

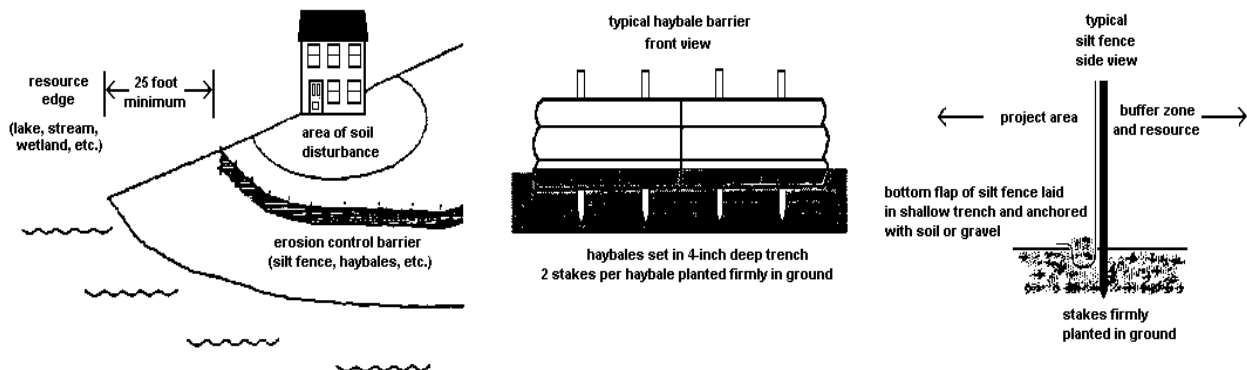


STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
 17 STATE HOUSE STATION, AUGUSTA, MAINE 04333

Erosion Control for Homeowners

Before Construction

1. If you have hired a contractor, make sure you discuss your permit with them. Talk about what measures they plan to take to control erosion. Everybody involved should understand what the resource is, and where it is located. Most people can identify the edge of a lake or river. However, the edges of wetlands are often not so obvious. Your contractor may be the person actually pushing dirt around, but you are both responsible for complying with the permit.
2. Call around to find where erosion control materials are available. Chances are your contractor has these materials already on hand. You probably will need silt fence, hay bales, wooden stakes, grass seed (or conservation mix), and perhaps filter fabric. Places to check for these items include farm & feed supply stores, garden & lawn suppliers, and landscaping companies. It is not always easy to find hay or straw during late winter and early spring. It also may be more expensive during those times of year. Plan ahead -- buy a supply early and keep it under a tarp.
3. Before any soil is disturbed, make sure an erosion control barrier has been installed. The barrier can be either a silt fence, a row of staked hay bales, or both. Use the drawings below as a guide for correct installation and placement. The barrier should be placed as close as possible to the soil-disturbance activity.
4. If a contractor is installing the erosion control barrier, double check it as a precaution. Erosion control barriers should be installed "on the contour", meaning at the same level or elevation across the land slope, whenever possible. This keeps stormwater from flowing to the lowest point along the barrier where it can build up and overflow or destroy the barrier.



During Construction

1. Use lots of hay or straw mulch on disturbed soil. The idea behind mulch is to prevent rain from striking the soil directly. It is the force of raindrops hitting the bare ground that makes the soil begin to move downslope with the runoff water, and cause erosion. More than 90% of erosion is prevented by keeping the soil covered.
2. Inspect your erosion control barriers frequently. This is especially important after a rainfall. If there is muddy water leaving the project site, then your erosion controls are not working as intended. You or your contractor then need to figure out what can be done to prevent more soil from getting past the barrier.

3. Keep your erosion control barrier up and maintained until you get a good and healthy growth of grass and the area is permanently stabilized.

After Construction

1. After your project is finished, seed the area. Note that all ground covers are not equal. For example, a mix of creeping red fescue and Kentucky bluegrass is a good choice for lawns and other high-maintenance areas. But this same seed mix is a poor selection for stabilizing a road shoulder or a cut bank that you don't intend to mow. Your contractor may have experience with different seed mixes, or you might contact a seed supplier for advice.
2. Do not spread grass seed after September 15. There is the likelihood that germinating seedlings could be killed by a frost before they have a chance to become established. Instead, mulch the area with a thick layer of hay or straw. In the spring, rake off the mulch and then seed the area. Don't forget to mulch again to hold in moisture and prevent the seed from washing away or being eaten by birds or other animals.
3. Keep your erosion control barrier up and maintained until you get a good and healthy growth of grass and the area is permanently stabilized.

Why Control Erosion?

To Protect Water Quality

When soil erodes into protected resources such as streams, rivers, wetlands, and lakes, it has many bad effects. Eroding soil particles carry phosphorus to the water. An excess of phosphorus can lead to explosions of algae growth in lakes and ponds called blooms. The water will look green and can have green slime in it. If you are near a lake or pond, this is not pleasant for swimming, and when the soil settles out on the bottom, it smothers fish eggs and small animals eaten by fish. There many other effects as well, which are all bad.

To Protect the Soil

It has taken thousands of years for our soil to develop. Its usefulness is evident all around us, from sustaining forests and growing our garden vegetables, to even treating our septic wastewater! We cannot afford to waste this valuable resource.

To Save Money (\$\$)

Replacing topsoil or gravel washed off your property can be expensive. You end up paying twice because State and local governments wind up spending your tax dollars to dig out ditches and storm drains that have become choked with sediment from soil erosion.



DEP INFORMATION SHEET

Appealing a Department Licensing Decision

Dated: March 2012

Contact: (207) 287-2811

SUMMARY

There are two methods available to an aggrieved person seeking to appeal a licensing decision made by the Department of Environmental Protection's ("DEP") Commissioner: (1) in an administrative process before the Board of Environmental Protection ("Board"); or (2) in a judicial process before Maine's Superior Court. An aggrieved person seeking review of a licensing decision over which the Board had original jurisdiction may seek judicial review in Maine's Superior Court.

A judicial appeal of final action by the Commissioner or the Board regarding an application for an expedited wind energy development (35-A M.R.S.A. § 3451(4)) or a general permit for an offshore wind energy demonstration project (38 M.R.S.A. § 480-HH(1)) or a general permit for a tidal energy demonstration project (38 M.R.S.A. § 636-A) must be taken to the Supreme Judicial Court sitting as the Law Court.

This INFORMATION SHEET, in conjunction with a review of the statutory and regulatory provisions referred to herein, can help a person to understand his or her rights and obligations in filing an administrative or judicial appeal.

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

The laws concerning the DEP's *Organization and Powers*, 38 M.R.S.A. §§ 341-D(4) & 346, the *Maine Administrative Procedure Act*, 5 M.R.S.A. § 11001, and the DEP's *Rules Concerning the Processing of Applications and Other Administrative Matters* ("Chapter 2"), 06-096 CMR 2 (April 1, 2003).

HOW LONG YOU HAVE TO SUBMIT AN APPEAL TO THE BOARD

The Board must receive a written appeal within 30 days of the date on which the Commissioner's decision was filed with the Board. Appeals filed after 30 calendar days of the date on which the Commissioner's decision was filed with the Board will be rejected.

HOW TO SUBMIT AN APPEAL TO THE BOARD

Signed original appeal documents must be sent to: Chair, Board of Environmental Protection, c/o Department of Environmental Protection, 17 State House Station, Augusta, ME 04333-0017; faxes are acceptable for purposes of meeting the deadline when followed by the Board's receipt of mailed original documents within five (5) working days. Receipt on a particular day must be by 5:00 PM at DEP's offices in Augusta; materials received after 5:00 PM are not considered received until the following day. The person appealing a licensing decision must also send the DEP's Commissioner a copy of the appeal documents and if the person appealing is not the applicant in the license proceeding at issue the applicant must also be sent a copy of the appeal documents. All of the information listed in the next section must be submitted at the time the appeal is filed. Only the extraordinary circumstances described at the end of that section will justify evidence not in the DEP's record at the time of decision being added to the record for consideration by the Board as part of an appeal.

WHAT YOUR APPEAL PAPERWORK MUST CONTAIN

Appeal materials must contain the following information at the time submitted:

1. *Aggrieved Status.* The appeal must explain how the person filing the appeal has standing to maintain an appeal. This requires an explanation of how the person filing the appeal may suffer a particularized injury as a result of the Commissioner's decision.
2. *The findings, conclusions or conditions objected to or believed to be in error.* Specific references and facts regarding the appellant's issues with the decision must be provided in the notice of appeal.
3. *The basis of the objections or challenge.* If possible, specific regulations, statutes or other facts should be referenced. This may include citing omissions of relevant requirements, and errors believed to have been made in interpretations, conclusions, and relevant requirements.
4. *The remedy sought.* This can range from reversal of the Commissioner's decision on the license or permit to changes in specific permit conditions.
5. *All the matters to be contested.* The Board will limit its consideration to those arguments specifically raised in the written notice of appeal.
6. *Request for hearing.* The Board will hear presentations on appeals at its regularly scheduled meetings, unless a public hearing on the appeal is requested and granted. A request for public hearing on an appeal must be filed as part of the notice of appeal.
7. *New or additional evidence to be offered.* The Board may allow new or additional evidence, referred to as supplemental evidence, to be considered by the Board in an appeal only when the evidence is relevant and material and that the person seeking to add information to the record can show due diligence in bringing the evidence to the DEP's attention at the earliest possible time in the licensing process or that the evidence itself is newly discovered and could not have been presented earlier in the process. Specific requirements for additional evidence are found in Chapter 2.

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with all relevant material in the DEP record.* A license application file is public information, subject to any applicable statutory exceptions, made easily accessible by DEP. Upon request, the DEP will make the material available during normal working hours, provide space to review the file, and provide opportunity for photocopying materials. There is a charge for copies or copying services.
2. *Be familiar with the regulations and laws under which the application was processed, and the procedural rules governing your appeal.* DEP staff will provide this information on request and answer questions regarding applicable requirements.
3. *The filing of an appeal does not operate as a stay to any decision.* If a license has been granted and it has been appealed the license normally remains in effect pending the processing of the appeal. A license holder may proceed with a project pending the outcome of an appeal but the license holder runs the risk of the decision being reversed or modified as a result of the appeal.

WHAT TO EXPECT ONCE YOU FILE A TIMELY APPEAL WITH THE BOARD

The Board will formally acknowledge receipt of an appeal, including the name of the DEP project manager assigned to the specific appeal. The notice of appeal, any materials accepted by the Board Chair as supplementary evidence, and any materials submitted in response to the appeal will be sent to Board members with a recommendation from DEP staff. Persons filing appeals and interested persons are notified in advance of the date set for Board consideration of an appeal or request for public hearing. With or without holding a public hearing, the Board may affirm, amend, or reverse a Commissioner decision or remand the matter to the Commissioner for further proceedings. The Board will notify the appellant, a license holder, and interested persons of its decision.

II. JUDICIAL APPEALS

Maine law generally allows aggrieved persons to appeal final Commissioner or Board licensing decisions to Maine's Superior Court, see 38 M.R.S.A. § 346(1); 06-096 CMR 2; 5 M.R.S.A. § 11001; & M.R. Civ. P 80C. A party's appeal must be filed with the Superior Court within 30 days of receipt of notice of the Board's or the Commissioner's decision. For any other person, an appeal must be filed within 40 days of the date the decision was rendered. Failure to file a timely appeal will result in the Board's or the Commissioner's decision becoming final.

An appeal to court of a license decision regarding an expedited wind energy development, a general permit for an offshore wind energy demonstration project, or a general permit for a tidal energy demonstration project may only be taken directly to the Maine Supreme Judicial Court. See 38 M.R.S.A. § 346(4).

Maine's Administrative Procedure Act, DEP statutes governing a particular matter, and the Maine Rules of Civil Procedure must be consulted for the substantive and procedural details applicable to judicial appeals.

ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal process, for administrative appeals contact the Board's Executive Analyst at (207) 287-2452 or for judicial appeals contact the court clerk's office in which your appeal will be filed.

Note: The DEP provides this INFORMATION SHEET for general guidance only; it is not intended for use as a legal reference. Maine law governs an appellant's rights.



MAINE HISTORIC PRESERVATION COMMISSION
55 CAPITOL STREET
65 STATE HOUSE STATION
AUGUSTA, MAINE
04333

PAUL R. LEPAGE
GOVERNOR

21 April 2015

EARLE G. SHETTLEWORTH, JR.
DIRECTOR

Sam Reid
Wood Island Life Saving Station Association
P.O. Box 11
Kittery Point Maine 03905

Dear Mr. Reid:

Thank you for submitting the National Register Eligibility Assessment form, photographs and other information pertaining to the Wood Island Life Saving Station in Kittery, Maine. These have been carefully examined by our staff.

I am pleased to say that in our judgment, based on the information and photographs submitted to date, this property is eligible for nomination to the National Register of Historic Places. The Station is eligible under Criterion A, Maritime History, for its association with the Life Saving Service and the Coast Guard between 1907-1941 and 1945-1948. Of particular importance is the presence of the marine railway – a feature that survives only rarely in association with these stations. The historic value of this structure helps to balance out the deteriorated conditions that had previously prevented the Commission from finding this property eligible. In addition, we feel that the Station meets National Register Criteria A in the area of Military History, for the key role it played in the defense of Portsmouth Harbor between 1941 and 1945. Taken together, the events associated with this Station have had a significant impact on the broad patterns of local history.

All nominations, before being sent to Washington for final approval, must first be presented to our Commission for approval at one of their quarterly meetings. We will schedule this nomination for presentation once a final draft of the nomination has been received and approved by this office. Once you have identified who will prepare your nomination please have them contact me at (207) 287-2132 or christi.mitchell@maine.gov to discuss scheduling and submission requirements.

In the meantime, the property will be included in the Maine Historic Resources Inventory which will provide the same protection as if it were already listed in the National Register. Please do not hesitate to contact me if you have any questions.

Sincerely,

Christi A. Mitchell

Architectural Historian

Enc.



October 26, 2017

To Whom It May Concern:

Envirovantage was pleased to be the hazardous materials contractor selected by Kittery Maine for the clean up of the Wood Island Life Saving Station in the summer of 2016.

The historic shed building referred to as the "tool shed" was included in the scope of work for that remediation as it was identified in the Hazardous Materials Inventory as including asbestos siding paper which exceeded the allowable health standards.

The shed was removed from the property in late July 2016 and the hazardous materials were disposed of in a qualified landfill as required by State and Federal regulation.

Sincerely,

Scott Knightly,
President



Asbestos • Lead • Mold • PCB's • Demolition • Duct Cleaning

Corporate Office: 629 Calef Highway (Rt. 125), Epping, NH 03042 | **Maine Office:** Stroudwater Street, Westbrook, ME

Toll Free: 800-640-5323 (p) 603-679-9682 (f) 603-679-9685



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION AUGUSTA, MAINE



DEPARTMENT ORDER

BK 17438 PGS 703 - 707 03/20/2017 02:02:51 PM
INSTR # 2017010427 DEBRA ANDERSON
RECEIVED YORK SS REGISTER OF DEEDS

IN THE MATTER OF

TOWN OF KITTERY	)	COMMISSIONER'S CERTIFICATION
ATTN: CHRIS DIMATTEO	)	OF COMPLETION OF REMEDIAL
200 ROGERS ROAD EXTENSION	)	ACTIONS UNDER A VOLUNTARY
KITTERY, ME 03904	)	RESPONSE ACTION PLAN
)	
WOOD ISLAND LIFE SAVING)	
STATION ASSOCIATION)	
ATTN: SAM REID)	
P.O. BOX 11)	
KITTERTY POINT, ME 03905)	

JURISDICTION

This certification of completion of a Voluntary Response Action Plan is made pursuant to the authority vested in the Commissioner of the Maine Department of Environmental Protection ("Department") or the Commissioner's delegee under the *Voluntary Response Action Program* law, 38 M.R.S. § 343-E (1993).

FINDINGS OF FACT

1. The covered property is a 1.25 acre island, named Wood Island, located in Portsmouth Harbor approximately ¼ mile off the coast of Kittery, referred to as "Wood Island Lifesaving Station" in the Department's Voluntary Response Action Program ("VRAP") records, described in **Book 1985, Page 201** at the York County Registry of Deeds, and generally depicted in the figure included as Attachment A to this letter ("Site").
2. In the 1800's, the Site was used by the US Navy as a barracks and quarantine area and, in 1907, the US Coast Guard constructed two buildings and a marine railway to support the island's use as a lifesaving station. The Site was vacant from 1948 until 2016, when the main Site building was renovated for planned future use as a museum and tourist destination and the second smaller Site building was demolished, but is expected to be rebuilt, as further described below. The Site is not served by any utilities at this time.
3. On August 16, 2016, the Town of Kittery ("Applicant"), as applicant to the VRAP, and the Wood Island Life Saving Station Association, as co-applicant to the VRAP ("Co-applicant"), submitted an application to the VRAP to receive the protections provided by 38 M.R.S. § 343-E.

5 PGS -> Shames + McEachern
292 Corporate Dr Ste 2
Portsmouth, NH 03801

TOWN OF KITTERY	)	COMMISSIONER'S CERTIFICATION
ATTN: CHRIS DIMATTEO	)	OF COMPLETION OF REMEDIAL
200 ROGERS ROAD EXTENSION	)	ACTIONS UNDER A VOLUNTARY
KITTERY, ME 03904	)	RESPONSE ACTION PLAN
)	

4. DEP staff has reviewed the following reports and supporting documents for the Site (hereinafter, collectively referred to as the "Reports"):
 - "Phase I Environmental Site Assessment, Former US Coast Guard Lifesaving Station, Wood Island, Kittery, Maine", Ransom Environmental Consultants, Inc., March 8, 2010;
 - "Hazardous Materials Inventory, Former United States Life Saving Station, Wood Island, Kittery, Maine", Ransom Environmental Consultants, Inc., September 8, 2010;
 - "Analysis of Brownfields Cleanup Alternatives & Conceptual Remedial Action Plan, Wood Island Life Saving Station, Wood Island, Kittery, Maine, Rev. 1", Ransom Consulting, Inc., March 23, 2016;
 - VRAP Application, Wood Island Lifesaving Station, August 16, 2016; and
 - "Voluntary Response Action Program Closure Report, Cleanup of the Wood Island Life Saving Station, Wood Island, Kittery, Maine, Rev. 1", Ransom Consulting, Inc., February 22, 2017.

5. The Department approved of the following remedial approach, which was subsequently implemented in 2016 and is documented in the Reports. Two petroleum underground storage tanks ("USTs") and 1.65 tons of associated petroleum impacted soil were removed and disposed of (Department UST Registration #22042). Low levels of petroleum related compounds were detected in excavation confirmation samples; however, the concentrations were well below the park user and leaching to groundwater exposure scenarios in the Department's Remediation Guidelines for Petroleum Contaminated Sites in Maine, revised May 23, 2014. Lead-based paint, asbestos, and bird guano were also abated and/or stabilized in the Site buildings.

6. Groundwater samples were not collected at the Site; however, based on the information in the Reports, it is not expected that historical UST discharges are impacting Site groundwater. Also, due to the Site's island location, very little fresh groundwater is likely present, making it unlikely that a groundwater well will be installed in the future. As a precautionary measure, the Department does not recommend that Site groundwater is used as a source of drinking water without first testing for general potability and petroleum related compounds.

7. No recognized environmental conditions, other than those described in the Reports, were reported to the Department in the Applicant's VRAP application. Based on the remedial actions, the property is appropriate for unconditional use.

TOWN OF KITTERY	)	COMMISSIONER'S CERTIFICATION
ATTN: CHRIS DIMATTEO	)	OF COMPLETION OF REMEDIAL
200 ROGERS ROAD EXTENSION	)	ACTIONS UNDER A VOLUNTARY
KITTERY, ME 03904	)	RESPONSE ACTION PLAN
)	

CONCLUSIONS

1. The Applicant and Co-applicant have submitted a VRAP application for the Site to the Commissioner pursuant to 38 M.R.S. § 343-E.
2. Remedial actions at the Site addressing the contamination described in the Reports have been completed to the Commissioner's satisfaction.
3. Provided the Applicant and Co-applicant, and their successors and/or assigns comply with the conditions of this certification, the response actions that have been completed and the activities associated with the continued use of the Site will not cause, contribute, or exacerbate releases, or threatened releases, if they exist at the Site and are not required to be removed under the VRAP.

THEREFORE, pursuant to 38 M.R.S. § 343-E(5), David E. Burns, Director, Bureau of Remediation & Waste Management of the Maine Department of Environmental Protection certifies, subject to the conditions set forth below, that remedial actions have been completed at the Site. Upon issuance of this CERTIFICATE, the VRAP Applicant and Co-applicant, their successors, assigns and/or affiliates, and the persons qualified for protection under 38 M.R.S. § 343-E(6) are entitled to protection from liability to the extent provided by 38 M.R.S. § 343-E, except that the protection from liability conferred by the VRAP is not granted to or assignable to any person, entity, or government agency that caused or is otherwise responsible for a release of petroleum, hazardous wastes, or hazardous substances at the Site. This protection from liability will be limited to the matters addressed by and identified by the Reports, including the extent and concentration of existing contamination by petroleum and/or hazardous constituents described in the Reports, and is subject to the qualifications and conditions set forth in this certificate and in 38 M.R.S. § 343-E. VRAP liability protections under 38 M.R.S. § 343-E do not limit the Department's enforcement authorities for non-compliance with other laws administered by the Department, including, but not limited to, lead abatement and asbestos regulations.

Given the age of the building and the documented remaining presence of limited amounts of asbestos containing material ("ACM") and lead-based paint, the building located at the Site must be assessed for the presence of ACM and lead-based paint prior to demolition or renovation. These materials must be handled, abated, removed, or disposed of in accordance with all applicable regulations. For more information please contact the Department's Asbestos Hazard Prevention Program staff at (207) 287-7688.

TOWN OF KITTEERY
ATTN: CHRIS DIMATTEO
200 ROGERS ROAD EXTENSION
KITTEERY, ME 03904

) COMMISSIONER'S CERTIFICATION
) OF COMPLETION OF REMEDIAL
) ACTIONS UNDER A VOLUNTARY
) RESPONSE ACTION PLAN
)

CONDITIONS

- 1. A copy of this certificate shall be recorded at the York County Registry of Deeds. A copy of the recorded document must be supplied to the Department's VRAP within thirty (30) days of being recorded.

DONE AND DATED AT AUGUSTA, MAINE, THIS 28th DAY OF FEBRUARY 2017.
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: David E. Burns
David E. Burns, Director
Bureau of Remediation & Waste Management

STATE OF MAINE
KENNEBEC, ss.,

February 28th, 2017

Then personally appeared the above-named David E. Burns in his position as Director of the Bureau of Remediation & Waste Management of the Maine Department of Environmental Protection and duly authorized delegee for the Commissioner, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of the Department of Environmental Protection.

Before me,

Laura L. Gay
Notary Public

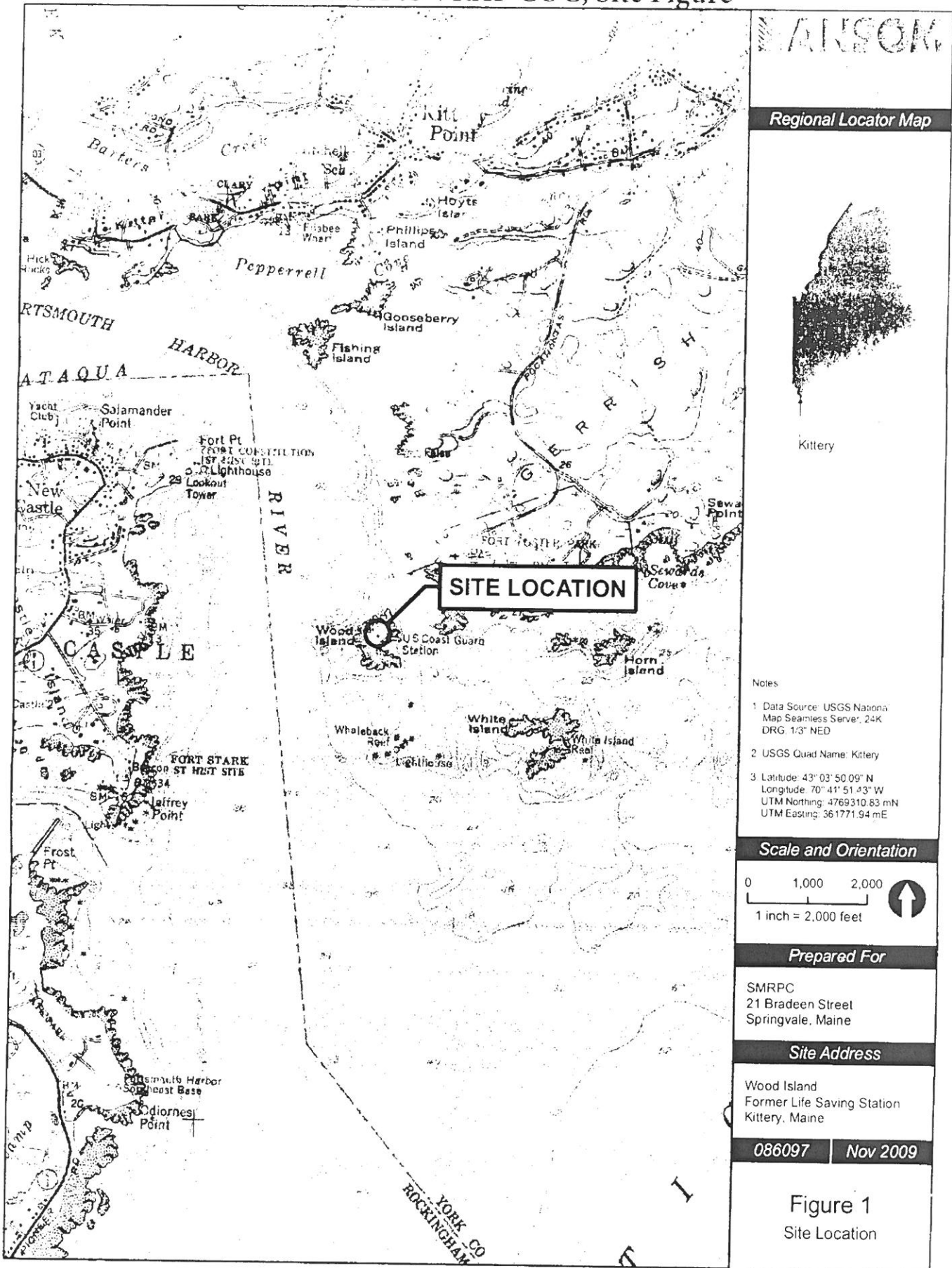
Laura L. Gay
(Print Name)

9/24/2027
My commission expires

SEAL

This order was prepared by Chris Redmond, Bureau of Remediation & Waste Management.

Attachment A to VRAP COC, Site Figure



**Town of Kittery
 Planning Board Meeting
 October 26, 2017**

Wood Island Life Saving Station – Shoreland Development Plan - Sketch Plan Review

Action: Review concept. Owner, Town of Kittery, and Applicant, Wood Island Life Saving Station Association, requests consideration of the reconstruction of the existing historic building, marine seawalls and railway to be used as a museum located on Wood Island, Tax Map 51 Lot 14, in the Residential – Rural Conservation (R-RLC) and the Shoreland and Resource Protection Overlay (OZ-SL-250’ / OZ-RP) zones.

PROJECT TRACKING

REQ'D	ACTION	COMMENTS	STATUS
NO	Sketch Plan	Scheduled for September 28, 2017, continued to 10/26/17	PENDING
NO	Site Visit	Scheduled for October 18, 2017	HELD
YES	Shoreland Development Plan Review Completeness/Acceptance		TBD
NO	Public Hearing		TBD
YES	Shoreland Development Plan Review Plan Approval		TBD

Applicant: Prior to the signing of the approved Plan any **Conditions of Approval related to the Findings of Fact along with waivers and variances (by the BOA) must be placed on the Final Plan and, when applicable, recorded at the York County Registry of Deeds. PLACE THE MAP AND LOT NUMBER IN 1/4" HIGH LETTERS AT LOWER RIGHT BORDER OF ALL PLAN SHEETS.** As per Section 16.4.4.13 - Grading/Construction Final Plan Required. - Grading or construction of roads, grading of land or lots, or construction of buildings is prohibited until the original copy of the approved final plan endorsed has been duly recorded in the York County registry of deeds when applicable.

Background

In July of last year the Town entered into a concession agreement (submitted by the applicant and attached) with the Wood Island Life Saving Station Association (WILSA) to provide for a marine museum facility and related services, as described in the attached agreement. Last summer the existing life saving station underwent rehabilitation of its exterior and remediation of hazardous material, the latter funded by an EPA brownfield grant and supplemental funds through the state’s Department of Economic Community Development revolving fund program. In October of last year WILSA obtained approval from the Port Authority for the reconstruction of the existing marine railway and the construction of a new pier, approval extended by one year. WILSA has recently confirmed assistance from the Maine National Guard to reconstruct the seawalls next summer and the spring of 2019 as part of their training exercises. The reconstruction of the marine railway is also planned for spring of 2019. WILSA submitted a sketch plan to provide an opportunity for the Board to become familiar with the project and the progress to date and schedule a site visit before amenable weather ends. Subsequent to this review they plan to submit a shoreland development plan that identifies conformance with the specific requirements including the devegetated area restrictions.

UPDATE: Board members visited the site and had an opportunity to see firsthand the erosion adjacent to the degraded seawall and marine rail, the vegetative areas and the progress made to restoration of the Life Saving Station. The review comments that follow have been updated where highlighted.

Staff Review

The sketch plan includes most of the information required under 16.10.4.2.2 with the exception of a high intensity Class A soil survey, which is likely not necessary for proposed development. With the use of an aerial map the plan depicts the location of the existing life saving station and the seawalls. Delineated in

yellow is the proposed pier and marine railway, limits of proposed rock fill associated with the new seawalls, proposed sanitary disposal field, proposed ADA walkway and vegetation to remain.

Staff has the following comments:

1. Wood Island is in the Shoreland and Resource Protection Overlay zones, and is in the Residential –Rural Conservation Base zone.
2. The proposed development (above the highest annual tide) must be reviewed and approved by the Planning Board per 16.10.3.2 (Other Development Review) and 16.10.3.4 (Shoreland Development Review).
3. Land Use. The proposed use is a marine museum and recreational area open to the public. *Public recreation* is permitted in the Resource Protection (RP) Overlay Zone, 16.3.2.19.B.6. *Museum* is not defined in the ordinance and only is referenced in the Business Park zone. The Wood Island Life Saving Station, however, is a historic building and it is not uncommon to have a public recreational area include museums and interpretation of the historic structures and sites.

Staff spoke to the state shoreland zoning coordinator with regard to permitted use designations. Mr. Morse emphasized that ultimately it is the Planning Board's decision as to interpreting the code and determining the land use designation, though he considered *museum* more aligned with *institutional* rather than *public recreation*. He added that the MDEP would likely support a zone change of this area from OZ-RP to simply OZ-SL-250 (Shoreland Overlay Zone) allowing for institutional uses if the Board determined that was more appropriate. The RP zone aims to include predominantly undeveloped areas where development would have adverse effects, while Wood Island has a history of development and can be appropriately regulated in a less restrictive zone.

There is a docents program listed in the concession agreement. It is not clear if there is an expectation for docents to live on the island within the facility or not. Dwellings are not permitted in the RP zone, however, single family dwellings are allowed as a special exception. Regarding the latter, it is not likely all the conditions identified 16.8.28.1 can be met.

UPDATE: If the resource protection overlay zone remains in place for Wood Island (no amendment to the map considered and approved) the applicant must demonstrate the provision for a docent to be housed on the island is not considered a dwelling. The applicant's attorney should provide a rationale as to how the definition of *dwelling unit (in the Shoreland and Resource Protection Overlay Zones)* as part of the shoreland development plan application.

4. The existing structure is listed by the Maine Historic Preservation Commission (MHPC) as being eligible for listing on the National Register of Historic Places and is listed on the state's historic resource inventory. This is one of the criteria in the definition for *historic structure* in 16.2.2.
5. For shoreland development review, 16.10.10.2.D.6 requires the Board to make a positive finding on protecting archeological and historic resources. The recent efforts in stabilizing the existing building and the proposed development includes close coordination with the MHPC. In addition, as a requirement for the National Maritime Heritage grant WILSA received, there is a preservation easement granted to MHPC to insure that the historic value of the premises will not be destroyed or impaired.
6. It appears all existing structures are nonconforming since they are located within the required 100-foot setback from the Highest Annual Tide (HAT) elevation, in which the entire island is included. Though there are no plans to expand the building footprint as allowed in 16.7.3.3.2, expansion would not be allowed since such expansions would extend closer to the protected resource in all directions, making the building more nonconforming.

7. New structures, other than functionally water-dependent uses (as defined in 16.2.2), are not allowed in the 100-foot required setback. The reconstructed marine railway and the reconstructed seawalls are a functionally water-dependent uses, and therefore are allowed within the setback. It is not clear if the portion of the proposed pier above the HAT is eligible, though clearly necessary to negotiate from and to the pier and the building. It does not appear the Port Authority discussed this portion of the pier as “convenience of access” that they can approve per 16.11.1.B. Minutes are attached from the Port Authority’s public hearing and approval of the pier for reference. The pedestrian walkway and the drill pole are considered new structures and are not allowed, unless a variance is granted by the Board of Appeals (BOA).
8. The proposal includes the reconstruction of a former shed. Per 16.7.3.3.3 *Nonconforming Structure Reconstruction* there is an 18-month window to reconstruct structures that are within the setback and have more than 50% of the market value removed. The shed appears not to meet the standards and would not be allowed to be reconstructed without a variance from the BOA. **UPDATE:** Staff asked the state shoreland zoning coordinator if historic preservation designation has any applicability as to the provision 16.7.3.3.3, and Mr. Morse stated no and explained the structure would need to be remaining today to in order to have legal non-conforming status, which the provision pertains to.
9. For shoreland development review, 16.10.10.2.D.6 requires the Board to make a positive finding on the adequate disposal of all wastewater. The Code Enforcement Officer has received a subsurface wastewater system application and has forwarded it to appropriate state agencies for their review. **UPDATE:** The applicant should provide the subsurface wastewater disposal system information in their upcoming shoreland development plan application submittal for the Board’s review.
10. The devegetated area, as defined in 16.2.2, appears to be extensive, especially when considering the island is predominantly non-vegetated with exposed ledge. In addition, when considering 16.9.2.2 any trees or large shrubs cannot be removed since it appears that more than 25 percent of the island has been cleared. The proposed rock fill will need to be located in a manner not to replace any existing vegetation.
11. It appears there are no parking requirements for *public recreation* per the table in 16.8.9.4.D. Though the proposed development includes elements of a *water-oriented recreational facility* with a mooring and slips, the facility is on an island and therefore not directly accessible by motor vehicles, unlike a marina on the mainland. The Board, under 16.8.9.4.C has the authority to determine parking requirements for those areas not specifically addressed in the table.
12. WILSA obtained a MDEP Natural Resources Protection Act (NRPA) permit in late 2015 that is attached for your reference.
13. As part of the shoreland development plan review application, a scaled plan with applicable information outlined in 16.10.5.2.B and suitable for recording at the York County Registry of Deeds needs to be prepared and include the following:
 - a) Identify the HAT on the entire parcel and determine the lot/parcel area (total land area above the HAT) to be used in determining devegetated area coverage. The town has some LIDAR contour data that the applicant may be able to use to supplement in preparing the site plan.
 - b) Devegetated areas. Existing and proposed devegetated areas need to be identified on the plan and demonstrate that no more than 20% of the lot/parcel is devegetated per 16.3.2.17.D.1.d, or no more than exists if the area currently exceeds the standard.
 - c) Delineate the location of the principal building and seawalls on the plan.

- d) The application needs to address how the proposed development meets the shoreland development requirements, specifically the eight standards in 16.10.10.2.D as well as conformance to applicable design and performance standards in 16.8 and 16.9.

Recommendation

The sketch plan review is an opportunity to consider a concept and make specific suggestions to the applicant. The sketch plan application appears sufficiently complete. The Board should determine if they concur with staff comments and discuss, along with any additional comments they may have, with the applicant, especially the use designation. If the Board does not concur with the proposed use can be considered *public recreation*, then an amendment to the zoning map would be required. The Board should identify what additional information, if any, they need before considering approving the concept.

UPDATE: If the Board has comments in addition to staff's plan review notes they should provide their feedback and input so the applicant can address them in the submission of the shoreland development plan application.

And if the Board needs no additional information prior to the applicant preparing and submitting a shoreland development plan suitable for board review and recording at the York County Registry of Deeds, the Board may consider...

Move to approve with consideration of staff plan review notes and board member comments, the concept plan presented by applicant, Wood Island Life Saving Station Association, Wood Island, Tax Map 51 Lot 14, in the Residential – Rural Conservation (R-RC) and the Shoreland and Resource Protection Overlay (OZ-SL-250' / OZ-RP) zones

229 The following changes to the proposed document were agreed upon:

- 230 • Lines 147 - 151 will be taken out;
- 231 • Keep the number of guest rooms to 12 with no more than 30;
- 232 • Line 125 - take out “reasonably”;
- 233 • Addition under number 5 prohibiting destroying a structure for parking lots in certain
- 234 areas. agreement that the addition to a new number 5
- 235 • Line 129 - use and/or in place of “or”.
- 236 • Line 678 - add would have a manager available 24/7.

237

238 **Mr. Dunkelberger moved to continue the adoption of the proposed amendments to Title 16**
239 **regarding Inns within sections: 16.2.2 Definitions and 16.3.215 Mixed Use Kittery Foreside**
240 **Zone, to November 9, 2017 and make a final decision at that meeting.**

241 **Mr. Alessi seconded the motion.**

242

243 **The motion carried 5-1-0.**

244

245 **Item 2- Wood Island Life Savings Station - Shoreland Development Plan - Sketch Plan**
246 **Review**

247 Action: Accept or deny application: approve or deny concept plan. Owner, Town of Kittery,
248 and Applicant, Wood Island Life Saving Station Association (WILSA), requests consideration of
249 the reconstruction of the existing Historic building marine seawalls and railway to be used as a
250 museum located on Wood Island, Tax Map 51, Lot 14, in the Residential - Rural Conservation
251 (R-RC) and the Shoreland and Resource Protection Overlay (OZ-SL-250'/OZ-RP) zones. Agent
252 is Sam Reid, WILSA and Tristan Donovan, Tighe & Bond.

253

254 Chair Grinnell explained in 2009 she worked to negotiate the agreement with WILSA and was
255 on the Wood Island Advisory Committee. The group was disbanded and she feels she can
256 review this item objectively. The Board agreed.

257

258 Sam Reid thanked the Town for helping with their application. He reported the Maine National
259 Guard is planning to come this spring with 50 men and women to help with the project for 30
260 days. Mr. Reid introduced the team who included members of their Board of Directors, Butch
261 Rickey, project manager, Jim White, videographer, Duncan Malore and Tristen Donovan from
262 Tighe & Bond, Attorney Alan Shepherd and Captain Doan and Captain Howard of the National
263 Guard.

264

265 Mr. Reid gave a history of the island and the creation of WILSA. He pointed out the concession
266 agreements that are included in the board packet and gave an update on the project.

267

268 A waiver for the high intensity class A soil survey will be submitted because there is adequate
269 information about the soil for the septic system. The subservice wastewater system will be
270 explained in future documents.

271

272 The following staff comments were addressed:

273

- 274 • The Board decided the museum be designated as public recreation.

- 275 • Comment 3 - Contract specifies a docent program be created which would allow for
276 volunteers and visitors to spend the night and only occur during the summer season. The
277 purpose is to help and is free labor. There is no dwelling only an accommodation for the
278 docent program. This will be further looked at.
- 279 • Comment 7 - The applicant will go to the Board of Appeals for a variance for the
280 pedestrian walk and drill pole. Mr. Reid explained the drill pole is a tradition of the U. S.
281 Lifesaving Service.
- 282 • Comment 8 - The applicant will go to the Board of Appeals for a variance for the shed,
283 which the applicant pointed out, is part of the historic designation of the whole site.
- 284 • Comment 10 - The upland edge of the proposed rockfill will be marked for the site walk.
- 285 • Comment 11 - the applicant is working with the charter boat companies from Portsmouth
286 to cut down on parking.

287

288 Mr. Dunkelberger asked the National Guard present if the volunteering comes out of their
289 training budget. Capt. Doan and Capt. Howard replied it will come out from their state AT
290 funds. Mr. Dunkelberger asked because funds are stretched due to disasters. He urged Mr. Reid
291 to have a plan B.

292

293 Earldean Wells asked if is there is a mitigation plan for wetland impacts and do they require a
294 stormwater plan. Mr. Reid responded they have the Maine DEP permit for a mitigation plan and
295 there is no requirement for a stormwater plan.

296

297 **Mr. Dunkelberger moved to accept the sketch plan application dated September 7, 2017**
298 **from owner, Town of Kittery, and Applicant, Wood Island Life Saving Station Association**
299 **for the reconstruction of the existing building as a museum located on Wood Island, Tax**
300 **Map 51, Lot 14, in the Residential - Rural Conservation (R-RC) and the Shoreland and**
301 **Resource Protection Overlay (OZ-SL-250'/OZ-RP) zones.**

302 **Mr. Alessi seconded the motion.**

303

304 **The motion carried 6-0-0.**

305

306 **Vice Chair Kalmar move to continue the sketch plan presented by applicant, Wood island**
307 **Life Savings Station Association, Wood Island, Tax Map 51, Lot 14, in the Residential -**
308 **Rural Conservation (R-RC) and the Shoreland and Resource Protection Overlay (OZ-SL-**
309 **250'/OZ-RP) zones, not to exceed 90 days and schedule a site walk for October 18th at 4:30**
310 **p.m.**

311 **Mr. Dunkelberger seconded the motion.**

312

313 **The motion carried 6-0-0.**

314

315 **ITEM 3 - Board Member Updates**

316

317 Vice Chair Kalmar reported the KOSAC (Kittery Open Space Advisory Committee) will have
318 the product of the business park discussion soon.

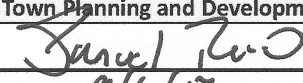
319

320 **ITEM 4 - Town Planner Items**

TOWN OF KITTERY MAINE
TOWN PLANNING AND DEVELOPMENT DEPARTMENT

200 Rogers Road, Kittery, Maine 03904
 Phone: (207) 475-1323
 Fax: (207) 439-6806
www.kittery.org

APPLICATION: SITE OR SUBDIVISION-SKETCH PLAN REVIEW

Application Fee:		<input type="checkbox"/> \$200.00		Amount Paid:\$		Date: 9/7/2017	
PROPERTY DESCRIPTION	Parcel ID	Map	51	Zone(s)-Base:	R-RL	Total Land Area	0.8 Acres
	Lot	14	Overlay:	OZ-RP & OZ-SL-250'	MS4	___ YES <input checked="" type="checkbox"/> NO	
	Physical Address	Wood Island					
PROPERTY OWNER'S INFORMATION	Name	Kendra Amaral, Town Manager			Mailing Address	Town of Kittery 200 Rogers Road Kittery, ME 03904	
	Phone	(207) 475-1309					
	Fax						
	Email	kamaral@kitteryme.org					
APPLICANT'S AGENT INFORMATION	Name	Sam Reid			Name of Business	Wood Island Life Saving Station Association	
	Phone	(202) 257-8431			Mailing Address	P.O Box 11 Kittery Point, ME 03905	
	Fax						
	Email	sam.reid@me.com					
PROJECT DESCRIPTION	<i>See reverse side regarding information to be provided.</i>						
	Existing Land Use(s):						
	Public Facility						
	Proposed Land Use(s) and Development:						
	Public Facility						
	Please describe any construction constraints (wetlands, shoreland overlay zone, flood plain, non-conformance, etc.)						
	The project involves the repair/reconstruction of the existing life saving station building, shed and wreck pole, the reconstruction of the two seawalls on the site, the reconstruction of the marine railway, and the construction of a new pier, gangway and float system. Also included in the project is the installation of the associated utilities including power, sanitary, and water.						
	The entirety of the island is within the shoreland overlay zone and the resource protection overlay zone.						
	This project is in accordance with the agreement between the Applicant and the Town of Kittery, dated July 26, 2016 called "Repair and Maintenance Agreement".						
	I certify, to the best of my knowledge, this application information is true and correct and I will not deviate from the Plan submitted without notifying the Town Planning and Development Department of any changes.						
Applicant's Signature:				Owner's Signature:			
Date:	9/6/17			Date:			

Project: _____
 Fixture Type: _____
 Location: _____
 Contact: _____

BELL

Wall mounted • Wet location listed



P5676-13630K9

Description:

The one-light wall lantern from the Belle LED Collection features nautical undertones and a cage reminiscent of industrial spaces that is ideal for both interior and exterior settings. This fixture is available in convertible ceiling/pendant and wall mount options.

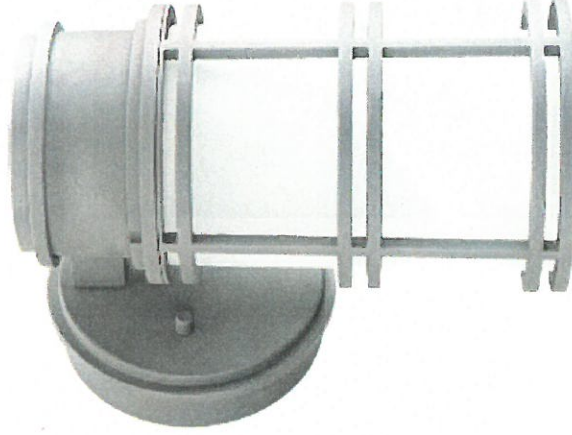
Specifications:

- Textured Graphite (-136) (powdercoat)
- Aluminum construction
- Etched glass diffuser
- Dimmable (See Dimming Notes)
- Back plate covers a standard 4" hexagonal recessed outlet box
- Mounting strap for outlet box included
- 6" of wire supplied
- ENERGY STAR® qualified

Performance:

Number of Modules	1
Input Power	9w
Input Voltage	120 V
Input Frequency	60 Hz
Lumens/LPW	623/69.2 (LM-79)
CCT	3000 K
CRI	90
Life (hours)	60,000 (L70/TM-21)
EMI/RFI	FCC Title 47, Part 15, Class B
Min. Start Temp	-30
Max. Operating Temp	30 °C
Warranty	5 year warranty
Labels	cCSAus Wet location listed ENERGY STAR® qualified

Images:

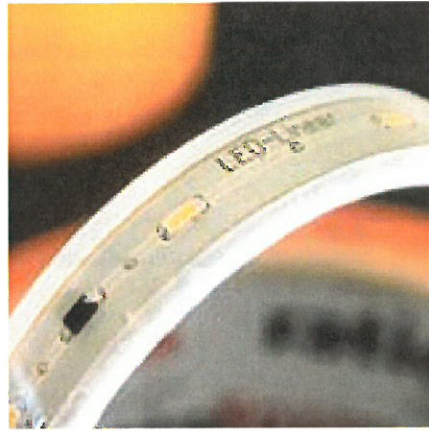
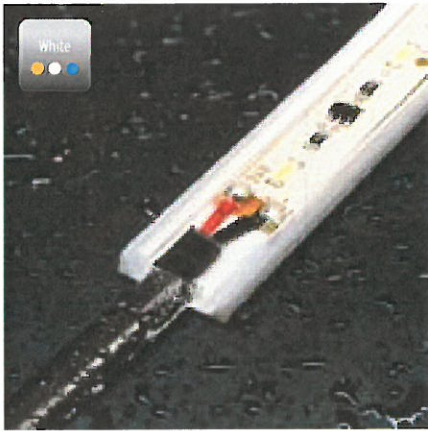


Dimensions:

Width: 5-1/2"
 Height: 10-5/8"
 Depth: 7-3/8"
 H/CTR: 3" (facing up)



VarioLED™ Flex ECO LD White IP67



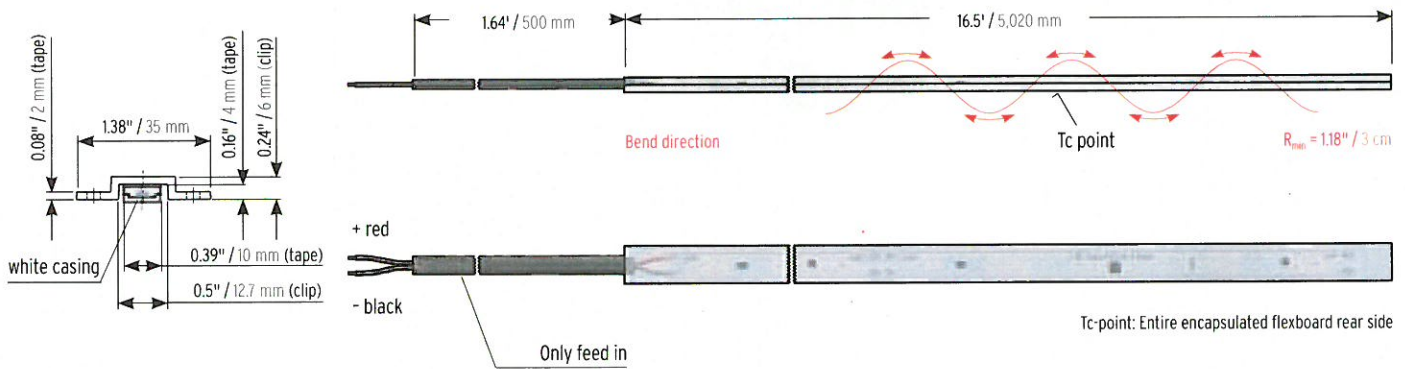
Project name _____

Fixture type _____ Phase _____

Specifier _____ Date _____

- ▶ up to 3.7 W/ft / 12 W/m
- ▶ up to 249 lm/ft / 820 lm/m
- ▶ One Bin Only: 3 MacAdam
- ▶ up to CRI 85

Dimensions & available lengths



Electrical & output data

Step length	4.9\"/>
Voltage	24 Volt (23 V _{min} , 25 V _{max})
Temperature ²	T _{Cmin} = -13°F / -25°C, T _{Cmax} = 158°F / 70°C
Storage temperature	T _{Smin} = -22°F / -30°C, T _{Smax} = 185°F / 85°C
Ambient temperature	T _{Amin} = -13°F / -25°C, T _{Amax} (Table below)
CRI	85
Ra	20

VarioLED™ Flex HYDRA	LD4	LD12
Power (W/ft / W/m) ¹	1.5 / 5	3.7 / 12
Efficacy (lm/W) ¹ @ W850	64	68
max. serial run length (ft / m)	16.4 / 5	13.1 / 4
Current	1 A/25 mA per Step	2.08 A/65 mA per Step
max. ambient temperature (T _{Amax})	122°F / 50°C	113°F / 45°C

Color temperature LED tape used	Final color temperature delivered for finished fixture	LD4 (low output)		LD12 (high output)	
		lumen/foot (lm/ft) ¹ lumen/meter (lm/m) ¹			
W822 2200 K	2700 K	87 / 290	225 / 740		
W827 2700 K	3300 K	87 / 290	228 / 750		
W830 3000 K	3700 K	87 / 290	231 / 760		
W835 3500 K	4200 K	90 / 300	237 / 780		
W840 4000 K	5800 K	93 / 310	246 / 810		
W850 5000 K	9300 K	97 / 320	249 / 820		

ONE BIN ONLY

UV protected

Lifetime
L80/B10 > 60,000 h

Resistant to solvents

LM 79 compliant

Saltwater resistant

LM 80 compliant

Temporary immersion protection

¹ The given data are typical values. Due to tolerances of the production process and the electrical components, values for light output and electrical power can vary up to 10%.

² The position of the Tc-point is marked on each step of the LED strip. The Tc-point should be measured in thermal equilibrium according to IEC EN 60598-1.

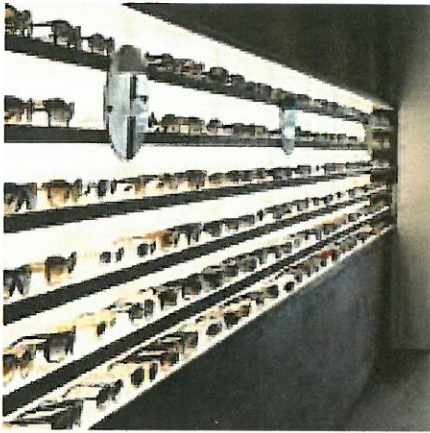
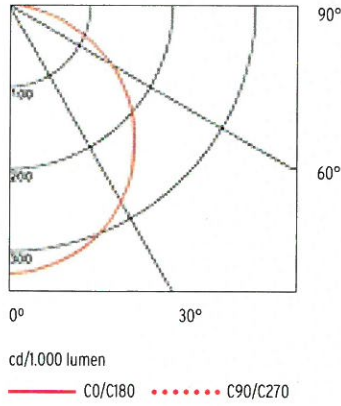


Photo: Alejo Baqué



Water & UV resistant flexible linear LED luminaire in polyurethane encapsulation with white casing. 24 V, flexible LED strip with reflective, white surface and a step measurement of 4.9". High quality Japanese LED's with 120° beam angle. Very good color reproduction up to CRI 85 guarantees constant color temperature and light quality at a lifetime of >60,000 hrs (L80/B10). Reel to Reel produced flexible circuit board material with LED Linear™ Tj Away® Technology for optimal heat management. Constant light output and extended lifetime thanks to an integrated circuit (IC) regulation. Protected against electrostatic discharge +/- 2,000 V. Engineered in Germany.

Please click here to configure your light line online

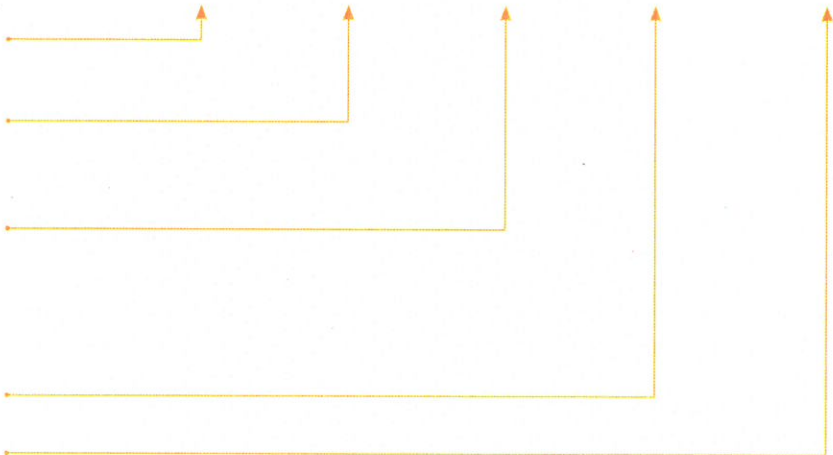
Order code

VarioLED™ Flex ECO LD White IP67

Your order code	VarioLED Flex ECO	LD__	W8	__	5020	IP67
Order code example	VarioLED Flex ECO	LD4	W8	27	5020	IP67

Variant

LD4	LD4	
LD12	LD12	
Color rendering		
> 80	8	
Final CCT delivered for finished fixture	Color temperature LED tape used	
2700 K	2200 K	22
3300 K	2700 K	27
3700 K	3000 K	30
4200 K	3500 K	35
5800 K	4000 K	40
9300 K	5000 K	50
Length		
L = 16.5' (5,020 mm)	5020	
Ingress protection		
IP67	IP67	



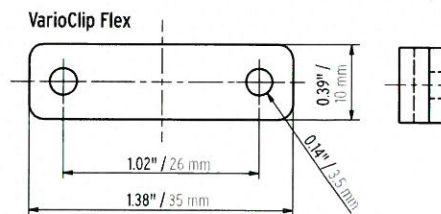
Please choose your accessories

Mounting

- VarioClip Flex 0.5" / 12.7 mm Clear (Set of 50)
- 3M Adhesive tape

Art.-#

- 13000115
- 182000046

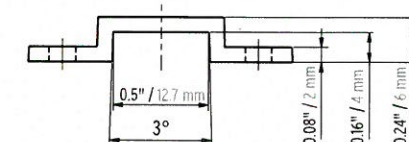


Recommended driver

- MEAN WELL HLG-100H-24A

Recommended control

- EldoLED LINEARdrive DC 180D



For further driver options including **LUTRON** [click here.](#)

DATE	PROJECT	FIRM	TYPE
------	---------	------	------

RISE IS A SYSTEM OF BEAUTIFULLY DESIGNED OUTDOOR RATED LUMINAIRES THAT PROVIDE EFFICIENT AND POWERFUL LIGHT USING THE LATEST IN LED TECHNOLOGY. RISE F080 SINGLE IS A POWERFUL AND COMPACT LED LIGHT FIXTURE, DELIVERING UP TO 745 LUMENS, THAT CAN BE USED IN SPOT, ACCENT, LANDSCAPE AND FLOODLIGHT APPLICATIONS. ITS UNIQUE MACRO™ LOCK FEATURE ALLOWS FOR FULL 180 DEGREE TILT AND 360 DEGREE PAN AIMABILITY USING ONLY ONE TWIST.

FEATURES :

- POWERFUL CBCP
- ONLY 5° LASER SPOT
- EXTREMELY COMPACT
- POWERFUL OUTPUT 300-745LMS
- MACRO™ LOCK - 180° TILT AND 360° PAN
- 11 UNIQUE BEAM ANGLES
- MULTIVOLT (110V-277V)
- 8 CCTS: 2200K THROUGH 6500K
- 80+ AND 90+ CRI
- DIMMABLE TO 5%
- IP66 RATED



FIXTURE MODEL	FIXTURE CONFIG.	POWER/LUMEN OUTPUT*	CCT/COLOR	CRI	BEAM ANGLE	FINISHES	ACCESSORIES	WIRING AND MOUNTING
F080	1S							
F080	1S - Single Head	LO - Low Output MO - Medium Output HO - High Output	22 - 2200K 25 - 2500K 27 - 2700K 30 - 3000K 35 - 3500K 40 - 4000K 50 - 5000K 65 - 6500K RD - Red GR - Green BL - Blue AM - Amber	8 - 80 9 - 90+ X - For RD, GR, BL, AM *90 CRI not available in 2200K, 2500K, 5000K, and 6500K	05 - Laser Spot (5°) 10 - Very Narrow Spot (10°) 15 - Narrow Spot (15°) 20 - Spot (20°) 40 - Flood (40°) 60 - Wide Flood (60°) 80 - Very Wide Flood (80°) E1 - Elliptical 1 (15°x60°) E2 - Elliptical 2 (30°x60°) E3 - Elliptical 3 (60°x15°) E4 - Elliptical 4 (60°x30°)	K - Black Z - Bronze S - Silver W - White C - Custom* *Select color at pantone.com	X - No Accessory H - Half Snoot F - Full Snoot C - Custom Will ship as X if not specified	A - 19" Flying Leads - Internal Cable IC; Bottom Exit; 1/2" NPT ; UL/CE Rated B* - 10' External Cable Side Exit; Surface Mount ; UL/CE Rated C* - 10' External Cable Bottom Exit; Surface Mount - 1/2" NPT ; UL/CE Rated Will ship as A if not specified

EXAMPLE: F080-1S-LO-22-8-05-S-X-A

*See Photometry Chart for Lumen Data

PERFORMANCE	WATTS	POWER	LUMEN OUTPUT	OPTIC	EFFICACY	CBCP
	4	Low Output	309	5°	77	21,991
	7.5	Medium Output	531	5°	71	37,824
	11.5	High Output	745	5°	65	53,048

ALL LUMEN DATA IS FROM 4000K 80CRI FIXTURES. PLEASE SEE PHOTOMETRY SPEC SHEET FOR ADDITIONAL LUMEN DATA.

COLOR RENDERING INDEX	80+, 90+
COLOR CONSISTENCY	3-STEP MACADAM ELLIPSE

LUMEN DEPRECIATION / RATED LIFE	WATTS	L70 @ 25C	L70 @ 50C	L90 @ 25C	L90 @ 50C
HIGH	>60,500*	>36,3000*	>60,500*	>31,700*	
	>(181,000)**	>(109,000)**	>(69,800)**		

* ENERGY STAR REPORTED TESTING HOURS TO DATE. CALCULATIONS FOR LED FIXTURES ARE BASED ON MEASUREMENTS THAT COMPLY WITH IES LM-80 TESTING PROCEDURES AND IES TM-21 CALCULATOR
** ESTIMATED HOURS

NOTE: Information on this Spec Sheet is subject to change, please visit ecosenselighting.com/raise for the most updated information.

ECOSENSE LIGHTING INC.
837 NORTH SPRING STREET
SUITE 103
LOS ANGELES, CA 90012

P • 310.496.6255
F • 310.496.6256
T • 855.632.6736
855.6.ECOSEN

SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE. VISIT ECOSENSELIGHTING.COM FOR THE MOST CURRENT SPECIFICATIONS. FOR A LIST OF PATENTS VISIT ECOSENSELIGHTING.COM/IP-PORTFOLIO/
©2017 ECOSENSE LIGHTING INC. ALL RIGHTS RESERVED. ECOSENSE, THE ECOSENSE LOGO, TROV, TROV AND ECOSPEC ARE REGISTERED TRADEMARKS OF ECOSENSE LIGHTING INC.
RISE™, SLIM COVE™, FREEDOM TO CREATE™, MACRO™, FLIP-TO-FLAT™ ARE TRADEMARKS OF ECOSENSE LIGHTING INC.

DATE	PROJECT	FIRM	TYPE	
ELECTRICAL	WATTAGE POWER FACTOR THD OPERATING VOLTAGE DRIVER STARTUP TEMPERATURE OPERATING TEMPERATURE STORAGE TEMPERATURE	LOW OUTPUT = 4W; MEDIUM OUTPUT = 7.5W; HIGH OUTPUT = 11.5W >0.9 for 120V (HO, MO, LO), 230V (HO, MO), 277V (HO) <0.2 for 120V (HO, MO, LO), 230V (HO, MO), 277V (HO) MULTIVOLT: 110-277VAC, 50/60 Hz INTEGRAL TO FIXTURE; DE-RATED POWER AND SYNCHRONOUS START-UP AT FULL BRIGHTNESS -40° F TO 122° F (-40° C TO 50° C) -40° F TO 122° F (-40° C TO 50° C) -40° F TO 176° F (-40° C TO 80° C)		
CONTROL	DIMMING	110-277VAC, ELV TYPE, REVERSE PHASE, TRAILING EDGE		
PHYSICAL	DIMENSIONS HOUSING/LENS WEIGHT ENVIRONMENT MOUNTING OPTIONS WIRING TOOLS WIND LOAD (EPA) CORROSION RESISTANT	W 2.49" x H 8.13" x L 6.97" ; (63.33mm x 206.45mm x 177.05mm) EXTRUDED ALUMINUM; UV STABILIZED POLYCARBONATE; STAINLESS STEEL FASTENERS 1.25LBS / 0.56KG OUTDOOR • UL CERTIFIED FOR WET LOCATIONS IP66 IMPACT RATED TO IK10 MEETS 3G ANSI C136.31 VIBRATION STANDARD FOR BRIDGE APPLICATIONS A - FLYING LEADS - INTERNAL CABLE IC; BOTTOM EXIT; 1/2" NPT ; UL/ CE RATED B - EXTERNAL CABLE SIDE EXIT; SURFACE MOUNT ; UL/CE RATED C - EXTERNAL CABLE BOTTOM EXIT; 1/2" NPT ; UL/CE RATED LENGTH OF FLYING LEADS 19" (482.6mm) LENGTH OF EXTERNAL CABLE 10' (3.05m) 2.5mm HEX KEY AND PHILLIPS #0 SCREWDRIVER FOR INTERCHANGEABLE LENS + SNOOTS 4mm HEX KEY FOR AIMING 5mm HEX KEY FOR MAIN TILT ARM EFFECTIVE PROJECTED AREA 0.14ft² RISE HAS A HIGH-PERFORMING, CORROSION-RESISTANT FINISH THAT USES HIGH DURABILITY TRIGLYCIDYL ISOCYANURATE (TGIC) POWDER COATINGS SPECIFICALLY DESIGNED FOR EXTERIOR AND WEATHER EXPOSURE. THIS FINISH IS TESTED AGAINST THE MOST SEVERE SPECIFICATIONS, PROVIDING SIGNIFICANT RESISTANCE TO COLOR CHANGE.		

FIXTURE RATING & CERTIFICATIONS CE, UL CERTIFIED
RoHS COMPLIANT, IK10



LIMITED WARRANTY 5 YEARS

0-10V CONTROL OPTIONS

100-120VAC / 277VAC Linear Dimming Control Module 0-10V - Plenum Rated LDCM-PL-120-277-010V-GR
 All products come standard with ELV dimming capabilities. 0-10V Control options required for operation at 0-10V.

OPTIONAL ACCESSORIES

Snoots
 Half Snoot, Color Finish (K=Black, Z=Bronze, S=Silver, W=White, C=Custom) F080-H-(K,Z,S,W,C)
 Full Snoot, Color Finish (K=Black, Z=Bronze, S=Silver, W=White, C=Custom) F080-F-(K,Z,S,W,C)

Interchangeable Lens
 5 Degree F080-LENS-05
 10 Degree F080-LENS-10
 15 Degree F080-LENS-15
 20 Degree F080-LENS-20
 40 Degree F080-LENS-40
 60 Degree F080-LENS-60
 80 Degree F080-LENS-80
 15x60 or 60x15 Degree F080-LENS-E1E3
 30x60 or 60x30 Degree F080-LENS-E2E4
 Full Set of Beam Angle Lens Degree (5, 10, 15, 20, 40, 60, 80, 15x60 or 60x15, 30x60 or 60x30) F080-LENS-FULLSET

Canopy Plate
 RISE Canopy Plate (K=Black, Z=Bronze, S=Silver, W=White, C=Custom) RISE-CANOPY-04-(K,Z,S,W,C)

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DATE	PROJECT	FIRM	TYPE
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Color Filters

Red	F080-FILTER-RED
Blue	F080-FILTER-BLUE
Green	F080-FILTER-GREEN
Amber	F080-FILTER-AMBER

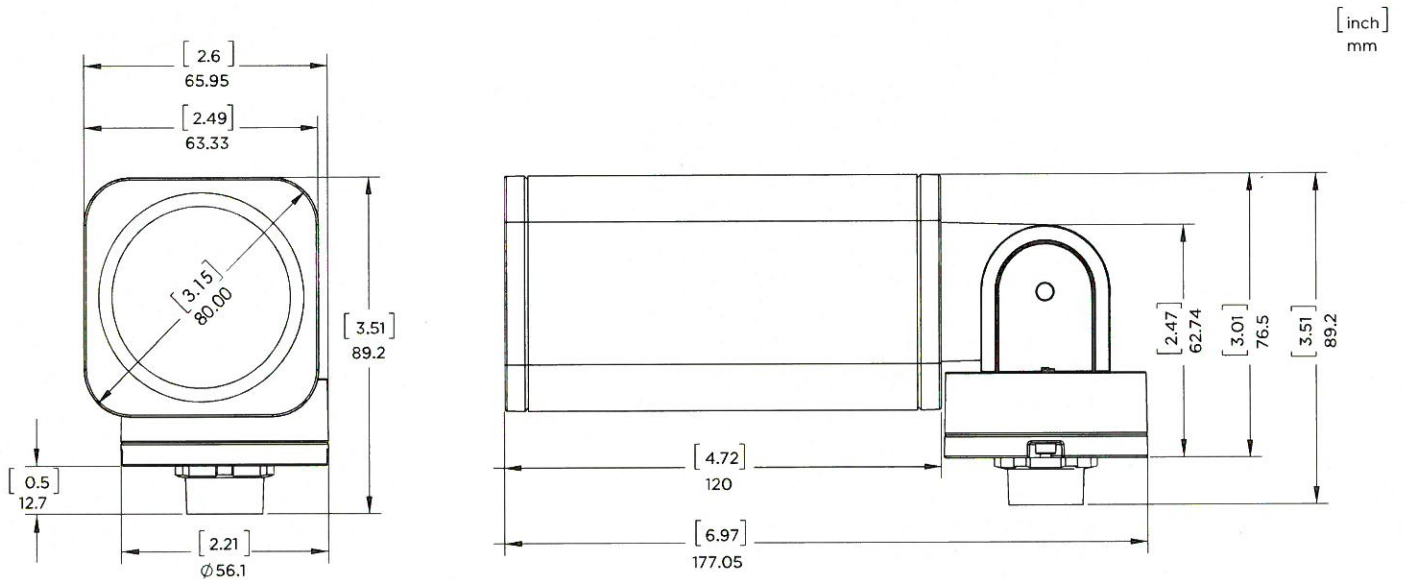
F080 Wall Mount Arm (for use only with Wiring Option C - External Cable Bottom Exit)

Wall Mount Arm, 6 inch, Color Finish (K=Black, S=Silver, C=Custom)	F080-WMA-06-(K,S,C)
Wall Mount Arm, 12 inch, Color Finish (K=Black, S=Silver, C=Custom)	F080-WMA-12-(K,S,C)
Wall Mount Arm, 18 inch, Color Finish (K=Black, S=Silver, C=Custom)	F080-WMA-18-(K,S,C)
Wall Mount Arm, 24 inch, Color Finish (K=Black, S=Silver, C=Custom)	F080-WMA-24-(K,S,C)

Ground Stake (for use only with Wiring Option A and C Only- 1/2" NPT, not for use with multi-fixture units)

Landscape Stake, 12in (for use with F080 Single Head only, not for use with multi-fixture units)	F080-LS-1S-STK-12
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DIMENSIONS



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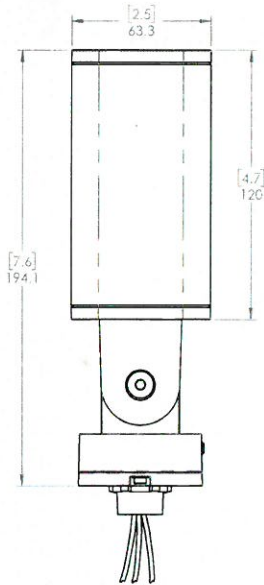
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DATE	PROJECT	FIRM	TYFF
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WIRING GUIDE

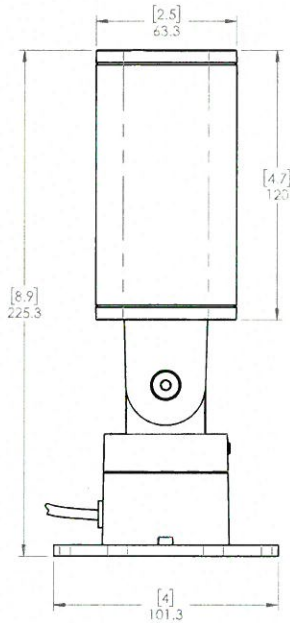
RISE is an interior and exterior rated (IP66) fixture that is available in three different wiring options:

Flying Leads - Internal Cable
(UL + CE Rated)



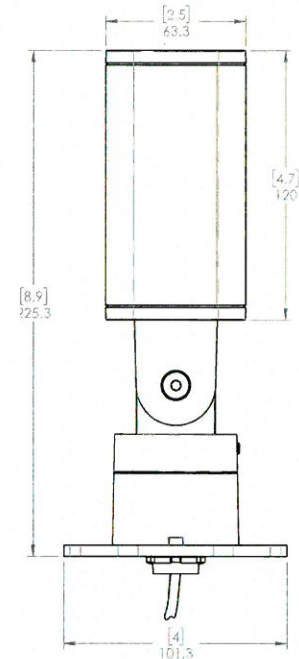
- For use with standard junction boxes
- 1/2" NPT Taper, Cable Length is 19"
- Compatible with EcoSense Canopy junction Box Cover
- 18 AWG Stranded Copper Cable - 3 Conductors

External Cable Side Exit
(UL + CE Rated)



- For use when external, exterior rated cable is required to run to remote junction box or mains
- Cable exits the side of the base
- Comes with a Surface Mount Plate, for mounting direct to surface
- Cable Length is 10' (3.05m)

External Cable Bottom Exit
(UL + CE Rated)



- For use when external, exterior rated cable is required to run to remote junction box or mains
- Cable exits the bottom for use with various accessories such as Wall Mount Arm and Ground Stake
- 1/2" NPT taper for mounting
- Comes with a Surface Mount Plate, for mounting direct to surface
- Cable Length is 10' (3.05m)

NOTE: Information on this Spec Sheet is subject to change, please visit ecosenselighting.com/raise for the most updated information.

DATE	PROJECT	FIRM	TYPE
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THE L50 INCLUDES PATENTED OPTICAL DESIGN THAT DELIVERS THE WIDEST RANGE OF BEAM ANGLE OPTIONS FOR PRECISE COVE, WALL GRAZING, WALL WASHING OR LINE OF LIGHT APPLICATIONS. EXCLUSIVE FLIP TO FLAT™ HINGE DESIGN PROVIDES FLEXIBILITY WHEN MANAGING SMALL COVE DETAILS. TRÖV OFFERS SMOOTH, FLICKER FREE DIMMING DOWN TO 0%.

FEATURES :

- DIM TO 0%, ELV REVERSE PHASE
- 24 BEAM ANGLES
- MULTI-VOLT
- FLIP TO FLAT™
- 6 CCT OPTIONS
- 80+ AND 90+ CRI OPTIONS
- IP54 INTERIOR AND IP66 EXTERIOR OPTIONS



MODEL/ SIZE	INTERIOR/ EXTERIOR	LENGTH	POWER	CCT	CRI	VOLTAGE	OPTICS
L50	I E	12" 48"	02	WHITE CCT	80	MULT (120-277V)	GRAZING 9 x 9 9 x 17 9 x 29 9 x 59 15 x 15 15 x 23 15 x 35 15 x 65 COVE 120** Asym LINE OF LIGHT LOL
			04		90*		
			06	22	Blank For Color		
			08	27			
			10	30			
			12	35			
			40	40			
50	50						
				MONO COLOR GR**** BL AM RD***			WASHING 25 x 25 25 x 33 25 x 45 25 x 75 39 x 9 55 x 25 40 x 40 40 x 48 40 x 60 40 x 90 45 x 15 70 x 40 70 x 70

EXAMPLE: L50-I-48-10-27-90-MULT-15x65 *90 CRI not available in 2200K or 5000K **120 is only available with Exterior option. See L35 spec sheet for interior cove options. ***Red is not available in 12W or 10W. ****Green is not available in 12W.

PERFORMANCE	WATTS	OPTIC	LUMEN OUTPUT	EFFICACY
	2W	9° x 29°	110 lm/LF (361 lm/m)	55 lm/W
	4W	9° x 29°	302 lm/LF (1037 lm/m)	76 lm/W
	6W	9° x 29°	482 lm/LF (1614 lm/m)	80 lm/W
	8W	9° x 29°	675 lm/LF (2224 lm/m)	84 lm/W
	10W	9° x 29°	785 lm/LF (2644 lm/m)	79 lm/W
	12W	9° x 29°	923 lm/LF (3109 lm/m)	77 lm/W

ALL LUMEN DATA IS FROM 4000K 80CRI FIXTURES. PLEASE SEE PHOTOMETRY SPEC SHEET FOR ADDITIONAL LUMEN DATA.

COLOR RENDERING INDEX	80+, 90+				
COLOR CONSISTENCY	2-STEP MACADAM ELLIPSE				
LUMEN DEPRECIATION / RATED LIFE	WATTS	L70 @ 25C	L70 @ 50C	L90 @ 25C	L90 @ 50C
	2W-12W	>150,000	>70,000	>50,000	>25,000

* CALCULATIONS FOR LED FIXTURES ARE BASED ON MEASUREMENTS THAT COMPLY WITH IES LM-80 TESTING PROCEDURES AND IES TM-21 CALCULATOR

ELECTRICAL	POWER CONSUMPTION	2W/LF (6.6W/M); 4W/LF (13.2W/M); 6W/LF (19.8W/M); 8W/LF (26.4W/M); 10W/LF (33W/M); 12W/FL (39.6W/M) * 3W/LF (9.9W/M) at 220V -277V																																																																
	MAX FIXTURE RUN LENGTH	<table border="1"> <thead> <tr> <th rowspan="2">Volts</th> <th colspan="2">2W/LF</th> <th colspan="2">4W/LF</th> <th colspan="2">6W/LF</th> <th colspan="2">8W/LF</th> <th colspan="2">10W/LF</th> <th colspan="2">12W/LF</th> </tr> <tr> <th>Max Run all 1'</th> <th>Max Run all 4'</th> <th>Max Run all 1'</th> <th>Max Run all 4'</th> <th>Max Run all 1'</th> <th>Max Run all 4'</th> <th>Max Run all 1'</th> <th>Max Run all 4'</th> <th>Max Run all 1'</th> <th>Max Run all 4'</th> <th>Max Run all 1'</th> <th>Max Run all 4'</th> </tr> </thead> <tbody> <tr> <td>120</td> <td>214</td> <td>214</td> <td>186</td> <td>186</td> <td>152</td> <td>152</td> <td>114</td> <td>114</td> <td>91</td> <td>91</td> <td>76</td> <td>76</td> </tr> <tr> <td>220</td> <td>374</td> <td>392</td> <td>340</td> <td>340</td> <td>277</td> <td>277</td> <td>209</td> <td>209</td> <td>95</td> <td>167</td> <td>95</td> <td>139</td> </tr> <tr> <td>277</td> <td>374</td> <td>494</td> <td>374</td> <td>428</td> <td>349</td> <td>349</td> <td>263</td> <td>263</td> <td>95</td> <td>190</td> <td>95</td> <td>175</td> </tr> </tbody> </table>	Volts	2W/LF		4W/LF		6W/LF		8W/LF		10W/LF		12W/LF		Max Run all 1'	Max Run all 4'	Max Run all 1'	Max Run all 4'	Max Run all 1'	Max Run all 4'	Max Run all 1'	Max Run all 4'	Max Run all 1'	Max Run all 4'	Max Run all 1'	Max Run all 4'	120	214	214	186	186	152	152	114	114	91	91	76	76	220	374	392	340	340	277	277	209	209	95	167	95	139	277	374	494	374	428	349	349	263	263	95	190	95	175
Volts	2W/LF			4W/LF		6W/LF		8W/LF		10W/LF		12W/LF																																																						
	Max Run all 1'	Max Run all 4'	Max Run all 1'	Max Run all 4'	Max Run all 1'	Max Run all 4'	Max Run all 1'	Max Run all 4'	Max Run all 1'	Max Run all 4'	Max Run all 1'	Max Run all 4'																																																						
120	214	214	186	186	152	152	114	114	91	91	76	76																																																						
220	374	392	340	340	277	277	209	209	95	167	95	139																																																						
277	374	494	374	428	349	349	263	263	95	190	95	175																																																						
	POWER FACTOR	4W, 6W, 8W, 10W, 12W >0.9, 2W <0.9																																																																
	OPERATING VOLTAGE	MULTIVOLT: 110-277VAC, 50/60 Hz																																																																
	DRIVER	INTEGRAL TO FIXTURE; DE-RATED POWER AND SYNCHRONOUS START-UP AT FULL BRIGHTNESS																																																																
	STARTUP TEMPERATURE	-40°F TO 122°F (-40°C TO 50°C)																																																																
	OPERATING TEMPERATURE	-40°F TO 122°F (-40°C TO 50°C)																																																																
	STORAGE TEMPERATURE	-40°F TO 176°F (-40°C TO 80°C)																																																																

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CONTROL	DIMMING	110-277VAC, ELV TYPE 0.07%-100%, REVERSE PHASE, TRAILING EDGE
PHYSICAL	DIMENSIONS	W 1.6" x H 2" x L 12"/48" ; (41.6mm x 50.5mm x 304.7mm/1201mm)
	HOUSING /LENS	EXTRUDED ALUMINUM; UV STABILIZED POLYCARBONATE; STAINLESS STEEL FASTENERS; PLASTIC ENDCAPS RUBBER OVERMOLD FOR CABLE ASSEMBLY
	WEIGHT	1.52LBS / 0.69KG (1FT) ; 4.95LBS / 2.25KG (4FT)
	CONNECTORS	INTEGRAL MALE/ FEMALE CONNECTORS
	ENVIRONMENT	INDOOR • ETL CERTIFIED FOR DRY/DAMP LOCATIONS IP54 OUTDOOR • ETL CERTIFIED FOR WET LOCATIONS IP66 IMPACT RATED TO IK10
	BEAM ANGLE	GRAZING, WASHING, COVE, ASYMMETRIC, LINE OF LIGHT
	MOUNTING OPTIONS	INTEGRAL MOUNTING AND ADJUSTABLE AIMING FROM 0°-180° IN 15° INCREMENTS

FIXTURE RATING & CERTIFICATIONS	CE, ETL CERTIFIED ROHS COMPLIANT ENERGY STAR COMPLIANT DLC COMPLIANT RCM CERTIFIED	    
--	--	--

LIMITED WARRANTY 5 YEARS

WIRING OPTIONS (MVOLT): 110-277VAC

Power Cable Assembly, TROV, Leader/Jumper, 10 foot.....	CBL-3P-L-UNV-10*
Power Cable Assembly, TROV, Leader/Jumper, 50 foot.....	CBL-3P-L-UNV-50*
Power Cable Assembly, TROV, Jumper, 5 foot.....	CBL-3P-L-UNV-05**
Power Cable Assembly, TROV, Jumper, 1 foot	CBL-3P-L-UNV-01**
Power Cable Assembly, TROV, Male and Female terminator caps.....	CBL-3P-L-UNV-CAPS

*Two (2) terminators are included with the 10' and 50' power cable. One Leader need per circuit/fixture run. Cables are not plenum rated.
** If using the 5' or 1' power cable assembly as a leader to power a run one set of CBL-3P-L-UNV-CAPS will also be need per cable.

0-10V CONTROL OPTIONS
100-120VAC / 277VAC Linear Dimming Control Module 0-10V - Plenum Rated LDCM-PL-120-277-010V-GR
All products come standard with ELV dimming capabilities. 0-10V Control options required for operation at 0-10V.

OPTIONAL ACCESSORIES

Mounting

Mounting Track and Clips Set, 48 Inch Track, 8 Clips.....	MNT-L-TRKCLIP-48	.....48" track and clips set will work with one 48" fixture or four 12" fixtures.
Mounting Track and Clips Set, 12 Inch Track, 2 Clips.....	MNT-L-TRKCLIP-12	.....12" track will not work with 48" fixtures.
Mounting Track Clip, TROV, Set of 2.....	MNT-L-CLIP	.....Clips needed = 12" fixtures need 1 set of 2 and 48" fixture needs 2 sets of 2.
90 Degree L bracket, TROV, Set of 2.....	MNT-L-LBKT	.....L-Brackets needed = 12" fixtures need 1 set of 2 and 48" fixture needs 1 set of 2.
Angle Locking Clip, TROV, Pack of 10.....	MNT-L-ANGLOCK	.....Angle Locks needed = 12" fixtures need 1 and 48" fixtures need 2. (Included with fixtures)
Mounting, Fine Adjustment Bracket, TROV.....	MNT-L-FAB	.....Fine Adjustment Brackets needed = 12" fixtures need 1 and 48" fixtures need 2. *Fine Adjustment Bracket is highly recommended for Grazing Optics.
Mounting, Fine Adjustment L-Bracket, TROV.....	MNT-L-LFAB	.....Fine Adjustment L-Brackets needed = 12" fixtures need 1 and 48" fixtures need 2. *Fine Adjustment L-Bracket is recommended for Asymetric Optics when aiming is needed.

Snap-on Lenses

Snap-on Lens, Frosted, 12 inch, L50.....	LENS-L50-FROST-12	Snap-on Lenses need = One 12" lens is needed per 12" fixture and one 48" lens is needed per 48" fixture. Snap on Lenses will not work with the asymmetric fixture. Clear lenses can be used to hold colored filters to customize the output color of any TROV fixture, except the ASYM. Color filters supplied by others.
Snap-on Lens, Frosted, 48 inch, L50.....	LENS-L50-FROST-48	
Snap-on Lens, Clear, 12 inch, L50.....	LENS-L50-CLEAR-12	
Snap-on Lens, Clear, 48 inch, L50.....	LENS-L50-CLEAR-48	

Wall Mount Arm

Wall Mount Arm, 6 inch, TROV.....	WMA-L-CA-06	Wall Mount Arms needed = For individual fixture installations two arms and one end set will be needed per fixture. For continuous run installation one endset will be needed per run. Each end set contains one left and one right end plate. One joining set will be needed per joint. One arm per fixture will be need plus one extra arm to complete the run. For example: A 10ft run made with two 4ft and two 1ft fixtures will contain; 1 x WMA-L-END, 3 x WMA-L-JNR, and 5 x WMA-L-CA-12. Leader cables are not included with wall mount arms, end sets, or joiners sets.
Wall Mount Arm, 12 inch, TROV.....	WMA-L-CA-12	
Wall Mount Arm, 18 inch, TROV.....	WMA-L-CA-18	
Wall Mount Arm, 24 inch, TROV.....	WMA-L-CA-24	
Wall Mount Arm End Plate Set, TROV, Includes Left and Right.....	WMA-L-END	
Wall Mount Arm Joiner Plate, TROV.....	WMA-L-JNR	

Louvers

Louver, Asymmetric, 12 inch, L50.....	LV-L50-ASYM-12	Louvers Needed = One 12" louver is needed per 12" fixture and one 48" louver is needed per 48" fixture. 48" louver is made up of four 12" louvers. Louvers cannot be used with the asymmetric fixture
Louver, Asymmetric, 48 inch, L50.....	LV-L50-ASYM-48	
Louver, Symmetric, 12 inch, L50.....	LV-L50-SYM-12	
Louver, Symmetric, 48 inch, L50.....	LV-L50-SYM-48	
Louver, Honeycomb, 12 inch, L50.....	LV-L50-HCOMB-12	
Louver, Honeycomb, 48 inch, L50.....	LV-L50-HCOMB-48	

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OPTIONAL ACCESSORIES

Masking Plates

- Masking Plate, 3 inch high, 12 inch, L50 & L35 MP-L50-3H-12
- Masking Plate, 3 inch high, 48 inch, L50 & L35 MP-L50-3H-48

Masking Plates needed = One 12" lens is needed per 12" fixture and one 48" lens is needed per 48" fixture.

Landscape Stake

- Landscape Stake, 6 inch, TROV, Set of 2 LS-L-STK-06
- Landscape Stake, 12 inch, TROV, Set of 2 LS-L-STK-12
- Landscape Stake, 18 inch, TROV, Set of 2 LS-L-STK-18

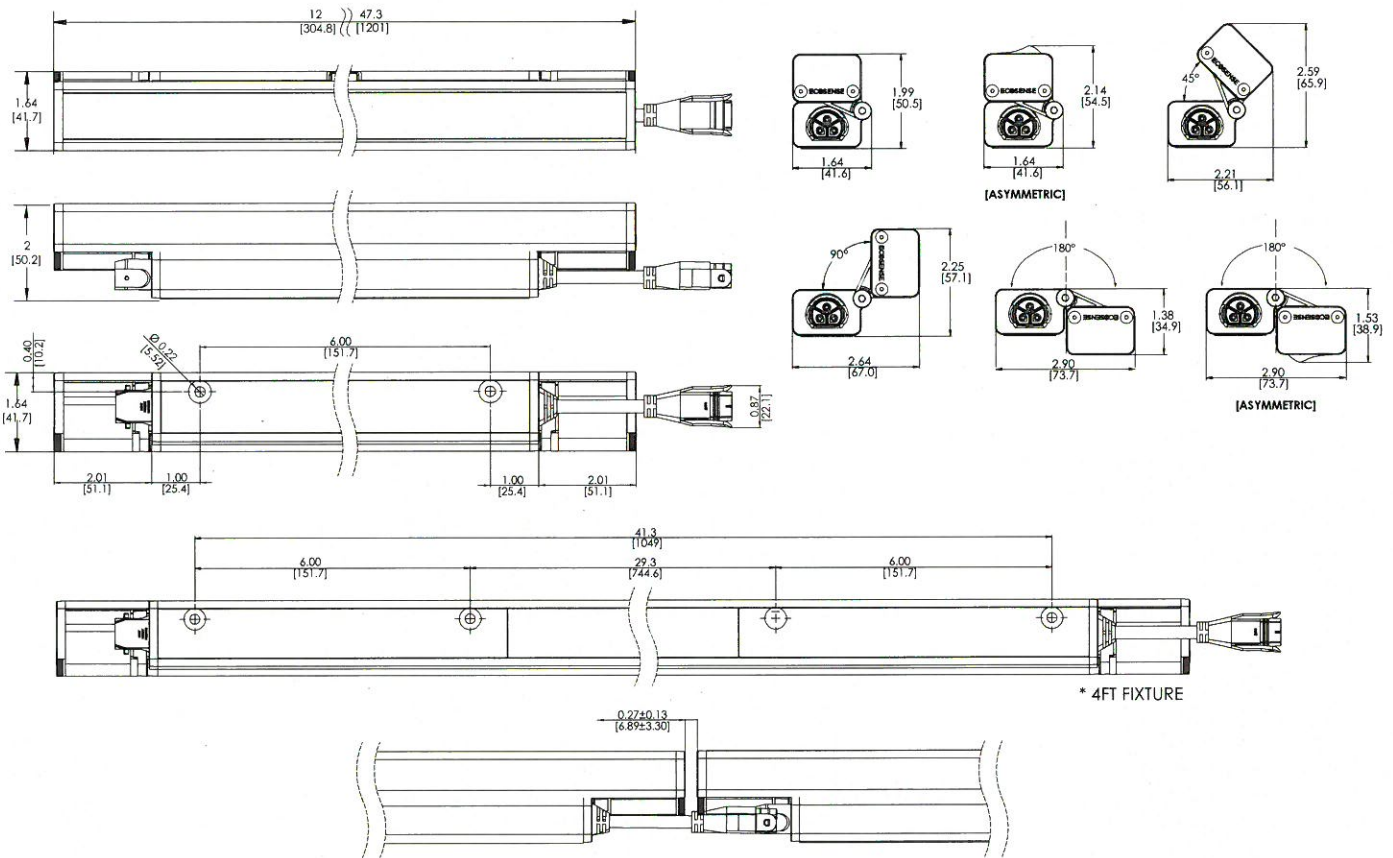
Landscape Stakes needed = 12" and 48" fixtures both need one set of 2.

Wire Box

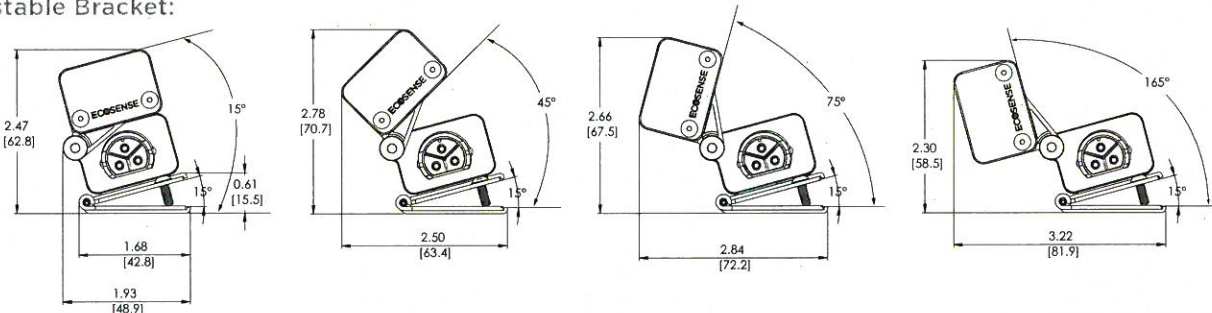
- Conduit Connection, Wire Box, TROV, Interior Only, L50 CC-L-WIREBOX

Wire box can be used instead of a leader cable to start a run. 1/2" conduit fitting can attach directly to the box on one end and the fixture to the other.

DIMENSIONS + MOUNTING



Fine Adjustable Bracket:



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RISE IS A SYSTEM OF BEAUTIFULLY DESIGNED OUTDOOR RATED LUMINAIRES THAT PROVIDE EFFICIENT AND POWERFUL LIGHT USING THE LATEST IN LED TECHNOLOGY. RISE F170 SINGLE IS A POWERFUL AND COMPACT LED LIGHT FIXTURE, DELIVERING UP TO 2900 LUMENS, THAT CAN BE USED IN SPOT, ACCENT, LANDSCAPE AND FLOODLIGHT APPLICATIONS. ITS UNIQUE MACRO™ LOCK FEATURE ALLOWS FOR FULL 180 DEGREE TILT AND 360 DEGREE PAN AIMABILITY USING ONLY ONE TOOL.

FEATURES :

- ONLY 5° LASER SPOT
- STRONGEST CBCP IN MARKET
- POWERFUL OUTPUT 1200-2900LMS
- MACRO™ LOCK - 180° TILT AND 360° PAN
- 11 UNIQUE BEAM ANGLES
- MULTIVOLT (110-277V)
- 8 CCTS: 2200K THROUGH 6500K
- 80+ AND 90+ CRI
- DIMMABLE TO 5%
- IP66 RATED



FIXTURE MODEL	FIXTURE CONFIG.	POWER/LUMEN OUTPUT*	CCT/COLOR	CRI	BEAM ANGLE	FINISHES	ACCESSORIES	WIRING AND MOUNTING
F080	1S							
F170	1S - Single Head	LO - Low Output MO - Medium Output HO - High Output	22 - 2200K 25 - 2500K 27 - 2700K 30 - 3000K 35 - 3500K 40 - 4000K 50 - 5000K 65 - 6500K RD - Red GR - Green BL - Blue AM - Amber	8 - 80 9 - 90+ X - For RD, GR, BL, AM *90 CRI not available in 2200K, 2500K, 5000K, and 6500K	05 - Laser Spot (5°) 10 - Very Narrow Spot (10°) 15 - Narrow Spot (15°) 20 - Spot (20°) 40 - Flood (40°) 60 - Wide Flood (60°) 80 - Very Wide Flood (80°) E1 - Elliptical 1 (15°x60°) E2 - Elliptical 2 (30°x60°) E3 - Elliptical 3 (60°x15°) E4 - Elliptical 4 (60°x30°)	K - Black Z - Bronze S - Silver W - White C - Custom* *Select color at pantone.com	X - No Accessory H - Half Snoot F - Full Snoot C - Custom Will ship as X if not specified	A - 19" Flying Leads - Internal Cable IC; Bottom Exit; 1/2" NPT ; UL/CE Rated B* - 10' External Cable Side Exit; Surface Mount ; UL/CE Rated C* - 10' External Cable Bottom Exit; Surface Mount - 1/2" NPT ; UL/CE Rated Will ship as A if not specified

EXAMPLE: F170-1S-LO-22-8-05-S-X-A

*See Photometry Chart for Lumen Data

PERFORMANCE	WATTS	POWER	LUMEN OUTPUT	OPTIC	EFFICACY	CBCP
	13	Low Output	1321	5°	102	76,168
	25	Medium Output	2239	5°	90	129,065
	38	High Output	2907	5°	77	167,560

ALL LUMEN DATA IS FROM 4000K 80CRI FIXTURES. PLEASE SEE PHOTOMETRY SPEC SHEET FOR ADDITIONAL LUMEN DATA.

COLOR RENDERING INDEX 80+, 90+
COLOR CONSISTENCY 3-STEP MACADAM ELLIPSE

LUMEN DEPRECIATION / RATED LIFE	WATTS	L70 @ 25C	L70 @ 50C	L90 @ 25C	L90 @ 50C
HIGH	>60,500*	>36,3000*	>60,500*	>31,700*	
	>(181,000)**	>(109,000)**	>(69,800)**		

* ENERGY STAR REPORTED TESTING HOURS TO DATE. CALCULATIONS FOR LED FIXTURES ARE BASED ON MEASUREMENTS THAT COMPLY WITH IES LM-80 TESTING PROCEDURES AND IES TM-21 CALCULATOR
 ** ESTIMATED HOURS

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 LOS ANGELES, CA 90012

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DATE	PROJECT	FIRM	TYPE
ELECTRICAL	WATTAGE POWER FACTOR THD OPERATING VOLTAGE DRIVER STARTUP TEMPERATURE OPERATING TEMPERATURE STORAGE TEMPERATURE	LOW OUTPUT = 13W; MEDIUM OUTPUT = 25W; HIGH OUTPUT = 38W >0.9 for 120V (HO, MO, LO), 230V (HO, MO), 277V (HO) <0.2 for 120V (HO, MO, LO), 230V (HO, MO), 277V (HO) MULTIVOLT: 110-277VAC, 50/60 Hz INTEGRAL TO FIXTURE; DE-RATED POWER AND SYNCHRONOUS START-UP AT FULL BRIGHTNESS -40° F TO 122° F (-40° C TO 50° C) -40° F TO 122° F (-40° C TO 50° C) -40° F TO 176° F (-40° C TO 80° C)	
CONTROL	DIMMING	110-277VAC, ELV TYPE, REVERSE PHASE, TRAILING EDGE	
PHYSICAL	DIMENSIONS HOUSING/LENS WEIGHT ENVIRONMENT MOUNTING OPTIONS WIRING TOOLS WIND LOAD (EPA) CORROSION RESISTANT	W 5.2" x H 12.07" x L 10.24" ; (131.98mm x 306.65mm x 260.01mm) EXTRUDED ALUMINUM; UV STABILIZED POLYCARBONATE; STAINLESS STEEL FASTENERS 8.5LBS / 3.85KG OUTDOOR • UL CERTIFIED FOR WET LOCATIONS IP66 IMPACT RATED TO IK10 MEETS 3G ANSI C136.31 VIBRATION STANDARD FOR BRIDGE APPLICATIONS A - FLYING LEADS - INTERNAL CABLE IC; BOTTOM EXIT; 1/2" NPT ; UL/ CE RATED B - EXTERNAL CABLE SIDE EXIT; SURFACE MOUNT ; UL/CE RATED C - EXTERNAL CABLE BOTTOM EXIT; 1/2" NPT ; UL/CE RATED LENGTH OF FLYING LEADS 19" (482.6mm) LENGTH OF EXTERNAL CABLE 10' (3.05m) 2.5mm HEX KEY AND PHILLIPS #0 SCREWDRIVER FOR INTERCHANGEABLE LENS + SNOOTS 4mm HEX KEY FOR AIMING 5mm HEX KEY FOR MAIN TILT ARM EFFECTIVE PROJECTED AREA 0.30ft ² RISE HAS A HIGH-PERFORMING, CORROSION-RESISTANT FINISH THAT USES HIGH DURABILITY TRIGLYCIDYL ISOCYANURATE (TGIC) POWDER COATINGS SPECIFICALLY DESIGNED FOR EXTERIOR AND WEATHER EXPOSURE. THIS FINISH IS TESTED AGAINST THE MOST SEVERE SPECIFICATIONS, PROVIDING SIGNIFICANT RESISTANCE TO COLOR CHANGE.	

FIXTURE RATING & CERTIFICATIONS **CE, UL CERTIFIED**
RoHS COMPLIANT, IK10



LIMITED WARRANTY **5 YEARS**

0-10V CONTROL OPTIONS

100-120VAC / 277VAC Linear Dimming Control Module 0-10V - Plenum Rated LDCM-PL-120-277-010V-GR
 All products come standard with ELV dimming capabilities. 0-10V Control options required for operation at 0-10V.

OPTIONAL ACCESSORIES

Snoots
 Half Snoot, Color Finish (K=Black, Z=Bronze, S=Silver, W=White, C=Custom) F170-H-(K,Z,S,W,C)
 Full Snoot, Color Finish (K=Black, Z=Bronze, S=Silver, W=White, C=Custom) F170-F-(K,Z,S,W,C)

Interchangeable Lens

5 Degree	F170-LENS-05
10 Degree	F170-LENS-10
15 Degree	F170-LENS-15
20 Degree	F170-LENS-20
40 Degree	F170-LENS-40
60 Degree	F170-LENS-60
80 Degree	F170-LENS-80
15x60 or 60x15 Degree	F170-LENS-E1E3
30x60 or 60x30 Degree	F170-LENS-E2E4
Full Set of Beam Angle Lens Degree (5, 10, 15, 20, 40, 60, 80, 15x60 or 60x15, 30x60 or 60x30)	F170-LENS-FULLSET

Canopy Plate
 RISE Canopy Plate (K=Black, Z=Bronze, S=Silver, W=White, C=Custom) RISE-CANOPY-04-(K,Z,S,W,C)

NOTE: Information on this Spec Sheet is subject to change, please visit ecosenselighting.com/raise for the most updated information.

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DATE	PROJECT	FIRM	TYPE
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Color Filters

Red	F170-FILTER-RED
Blue	F170-FILTER-BLUE
Green	F170-FILTER-GREEN
Amber	F170-FILTER-AMBER

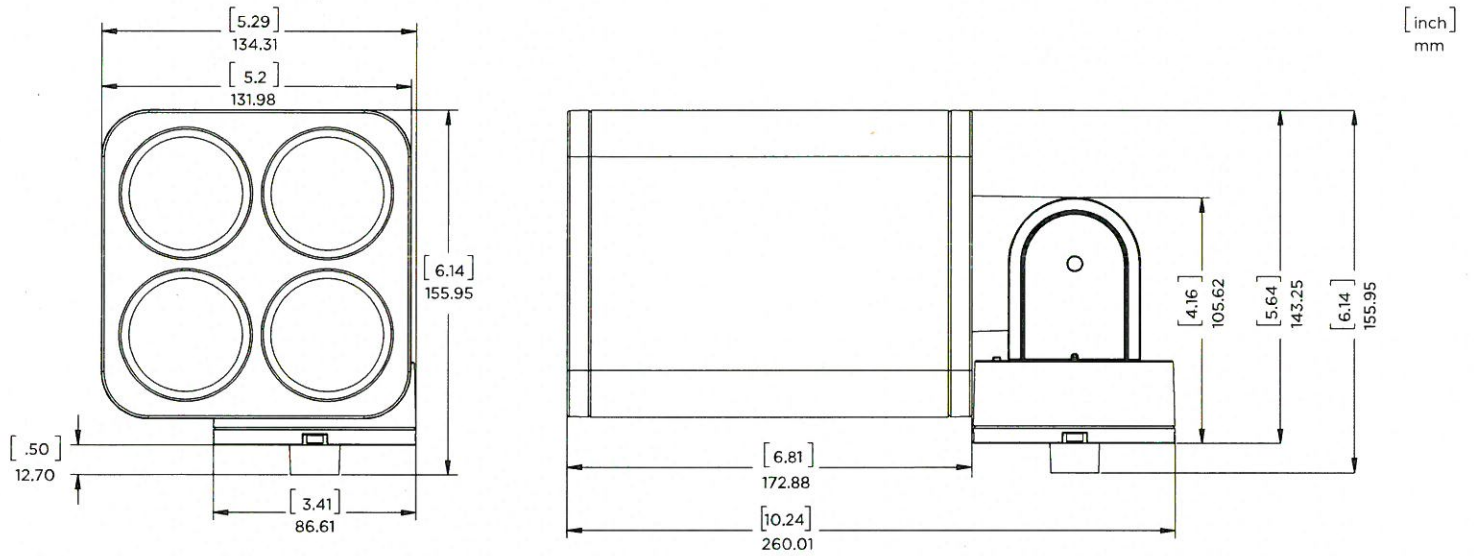
F170 Wall Mount Arm (for use only with Wiring Option A and C Only- 1/2" NPT, not for use with multi-fixture units)

Wall Mount Arm, 6 inch, Color Finish (K=Black, S=Silver, C=Custom)	F170-WMA-06-(K,S,C)
Wall Mount Arm, 12 inch, Color Finish (K=Black, S=Silver, C=Custom)	F170-WMA-12-(K,S,C)
Wall Mount Arm, 18 inch, Color Finish (K=Black, S=Silver, C=Custom)	F170-WMA-18-(K,S,C)
Wall Mount Arm, 24 inch, Color Finish (K=Black, S=Silver, C=Custom)	F170-WMA-24-(K,S,C)

Ground Stake (for use only with Wiring Option A and C Only- 1/2" NPT, not for use with multi-fixture units)

Landscape Stake, 12in	F170-LS-1S-STK-12
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DIMENSIONS



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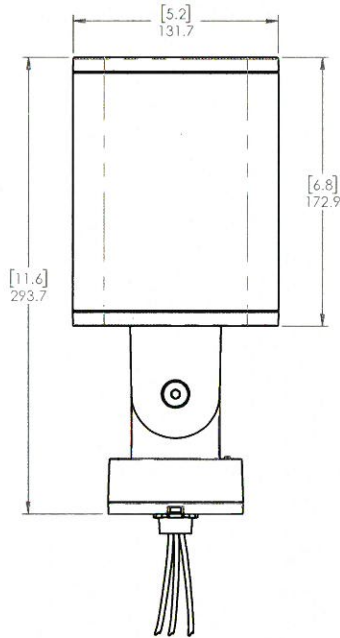
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DATE	PROJECT	FIRM	TYPE
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WIRING GUIDE

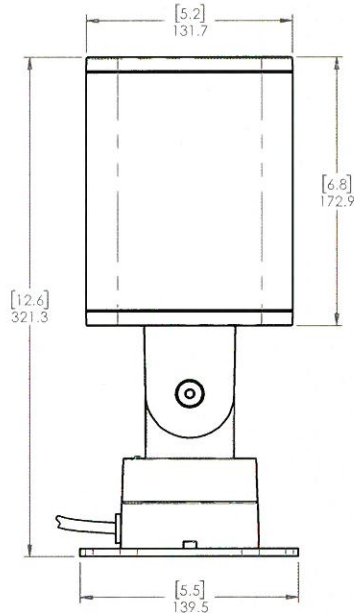
RISE is an exterior rated (IP66) fixture that is available in three different wiring options:

Flying Leads - Internal Cable (UL + CE Rated)



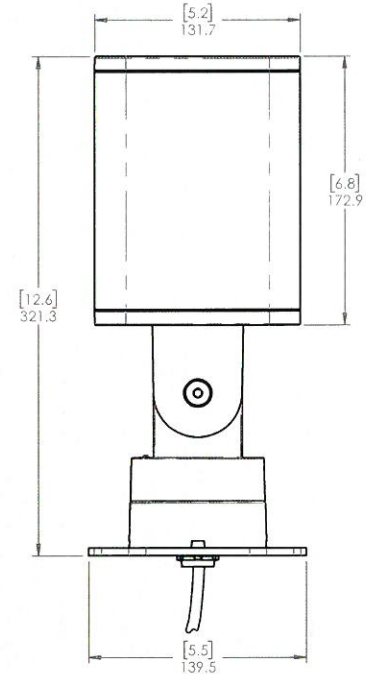
- For use with standard junction boxes
- 1/2" NPT Taper, Cable Length is 19"
- Compatible with EcoSense Canopy Junction Box Cover
- 18 AWG Stranded Copper Cable - 3 Conductors

External Cable Side Exit (UL + CE Rated)



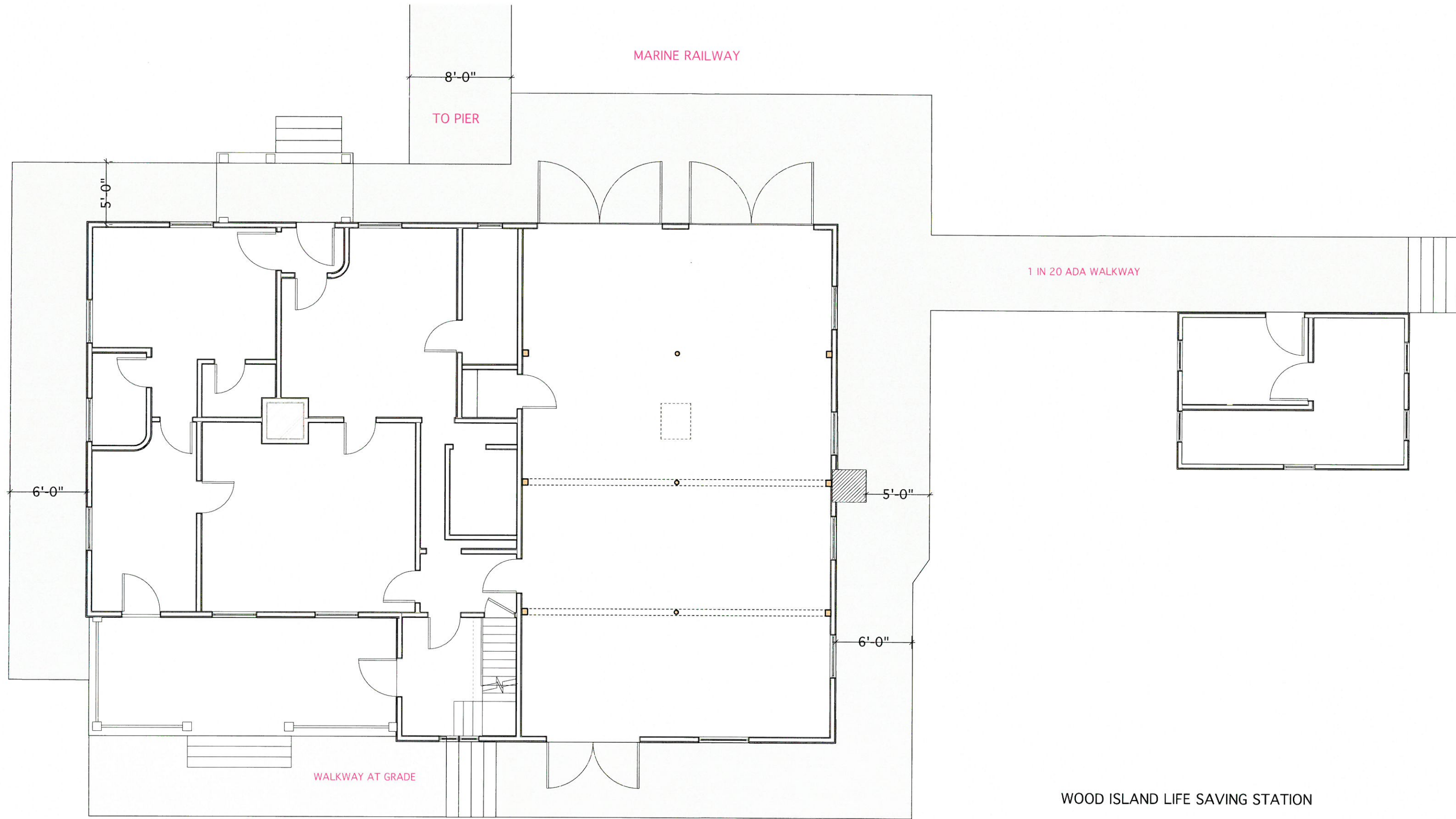
- For use when external, exterior rated cable is required to run to remote junction box or mains
- Cable exits the side of the base
- Comes with a Surface Mount Plate, for mounting direct to surface
- Cable Length is 10' (3.05m)

External Cable Bottom Exit (UL + CE Rated)



- For use when external, exterior rated cable is required to run to remote junction box or mains
- Cable exits the bottom for use with various accessories such as Wall Mount Arm and Ground Stake
- 1/2" NPT taper for mounting
- Comes with a Surface Mount Plate, for mounting direct to surface
- Cable Length is 10' (3.05m)

NOTE: Information on this Spec Sheet is subject to change, please visit ecosenselighting.com/rise for the most updated information.



SITE AT BUILDING

NOV. 21, 2017

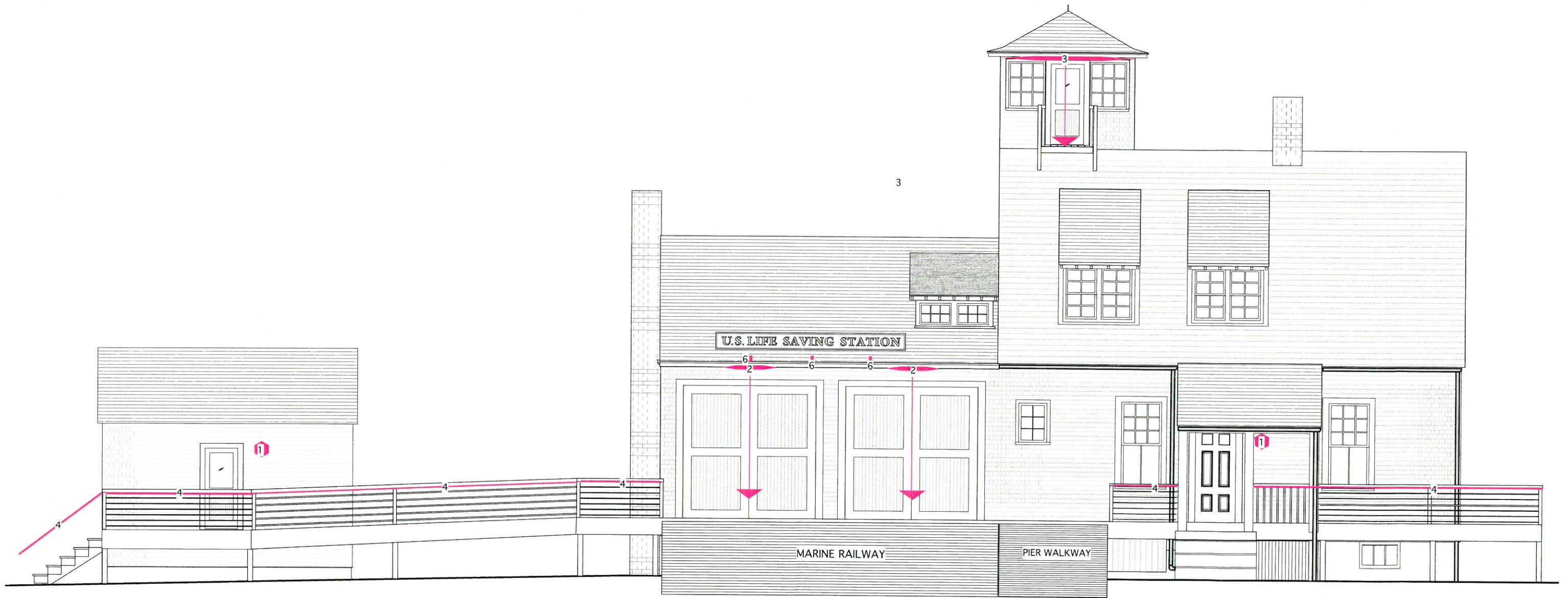
WOOD ISLAND LIFE SAVING STATION

PROPOSED SITE IMPROVEMENTS

OWNER/APPLICANT: TOWN OF KITTERY

AGENT: WOOD ISLAND LIFE SAVING STATION ASSOCIATION

KITTERY, MAINE
MAP 51, LOT 14



NORTH

NOV. 21, 2017

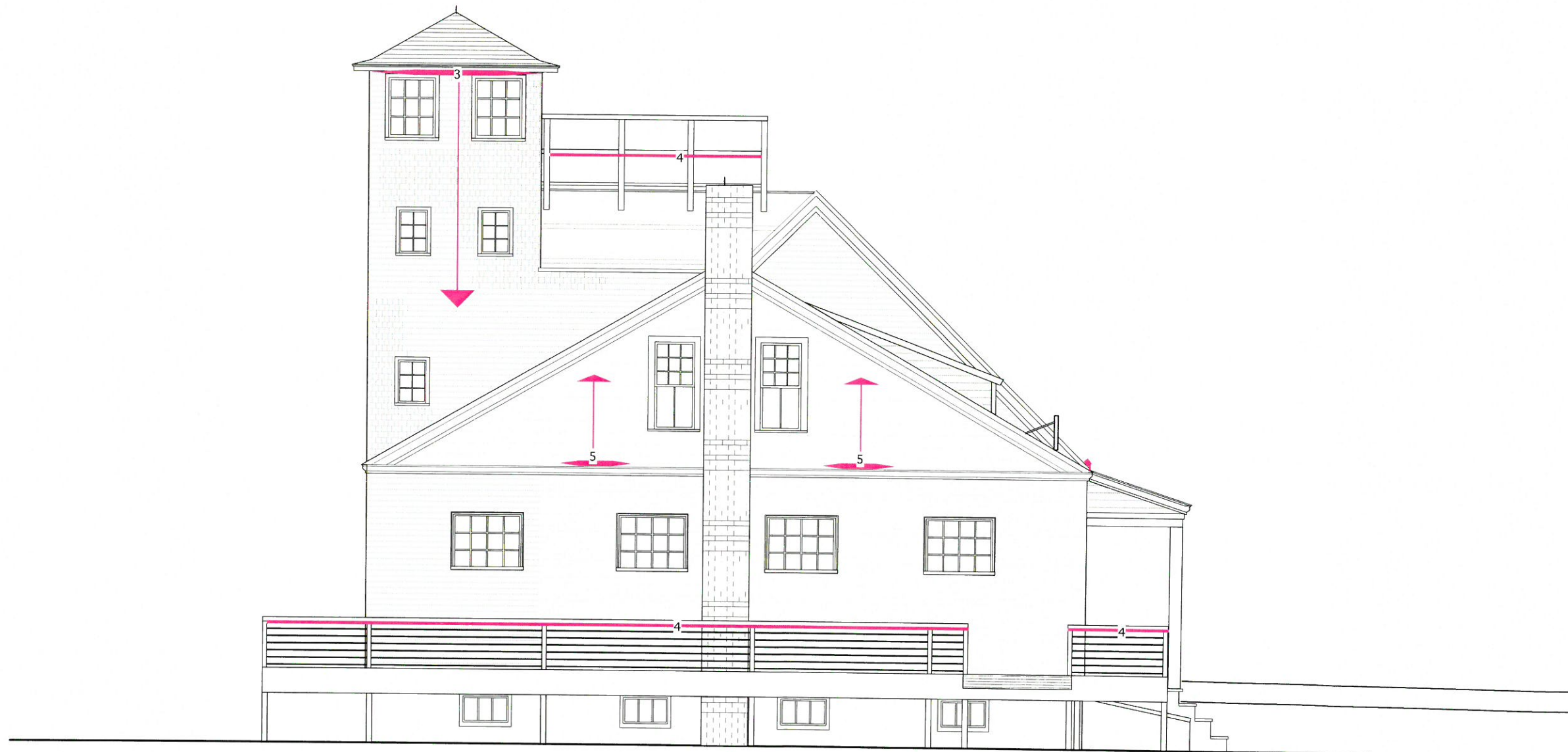
WOOD ISLAND LIFE SAVING STATION

PROPOSED SITE IMPROVEMENTS

OWNER/APPLICANT: TOWN OF KITTELY

AGENT: WOOD ISLAND LIFE SAVING STATION ASSOCIATION

KITTELY, MAINE
MAP 51, LOT 14



EAST

NOV. 21, 2017

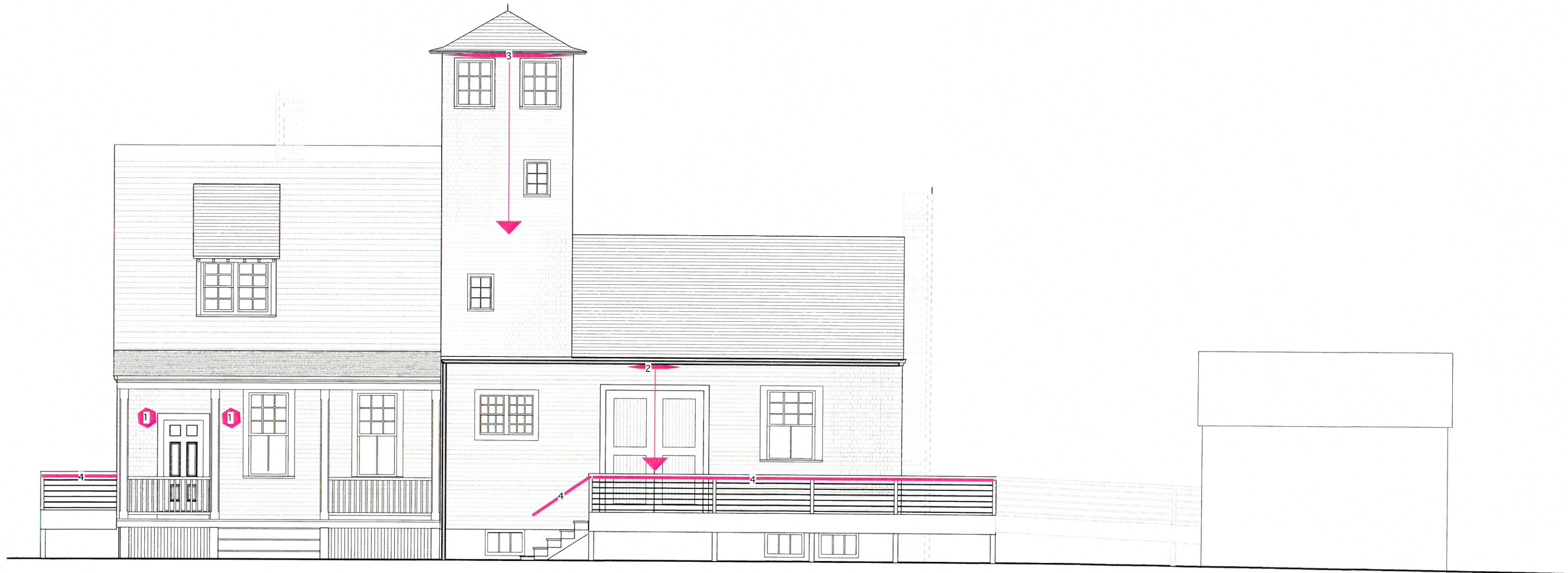
WOOD ISLAND LIFE SAVING STATION

PROPOSED SITE IMPROVEMENTS

OWNER/APPLICANT: TOWN OF KITTERY

AGENT: WOOD ISLAND LIFE SAVING STATION ASSOCIATION

KITTERY, MAINE
MAP 51, LOT 14



SOUTH

NOV. 21, 2017

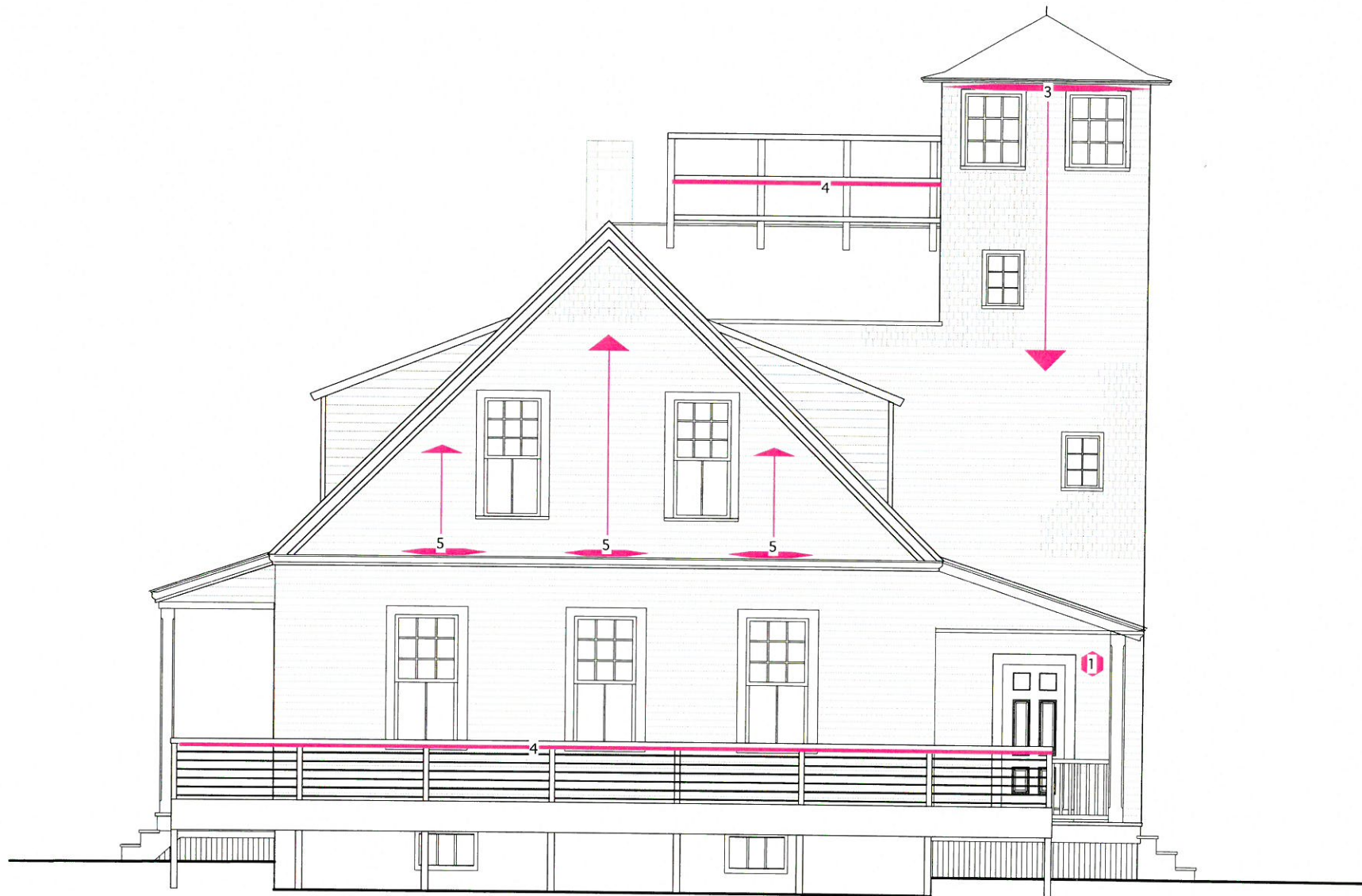
WOOD ISLAND LIFE SAVING STATION

PROPOSED SITE IMPROVEMENTS

OWNER/APPLICANT: TOWN OF KITTERY

AGENT: WOOD ISLAND LIFE SAVING STATION ASSOCIATION

KITTERY, MAINE
MAP 51, LOT 14



WEST

NOV. 21, 2017

WOOD ISLAND LIFE SAVING STATION

PROPOSED SITE IMPROVEMENTS

OWNER/APPLICANT: TOWN OF KITTERY

AGENT: WOOD ISLAND LIFE SAVING STATION ASSOCIATION

KITTERY, MAINE
MAP 51, LOT 14