Town of Windham

Town Offices
8 School Road
Windham, Maine

Meeting Agenda

Planning Board

Monday, August 10, 2026 | **6:00 PM** | **Council Chambers**

Draft Agenda - Subject to Change

Call To Order

PB 26-055

Approval of Minutes - The meeting of July 27, 2026

Public Hearings

After the Planning Board chair opens the public comment period, members of the public may present evidence or statements relevant to the project under consideration. The Planning Board reserves the right to limit testimony to a specific period. Please send written comments by mail or email to PlanningBoard@windhammaine.us.

PB 26-056

#24-31 Turning Leaf Heights - Major Site Plan & Subdivision - Final Plan Review - Turning Leaf Drive - Gateway Development LLC
The application proposes to subdivide the 12.2 acre property into 5 lots with a 1,200-foot extension of Turning Leaf Drive and a 600-foot extension of Drive-In Lane and develop 128 residential dwelling units in 35 buildings consisting of three (3) buildings with 32 units each, and sixteen (16) duplex buildings. All units will be served by public water and public sewer. Subject property is identified as Tax Map: 14; Lot: 9B; Zone: Commercial I (C-1) and Stream Protection (SP) in the Ditch Brook watershed.

Attachments:

24-31_MJR_SUB-SP_FP_APPL_TurningLeafHeights_05-19-2026

24-31_MJR_SUB-SP_FP_PLANS_TurningLeafHeights_05-19-2026

Curbline Alignment- Roosevelt Trail 07-27-2026

PB 26-057

#26-16 LUO Amendment to Article 8 and 9 Creating a Blasting Ordinance and Clarifying Solid Waste Management and Disposal to Align with MeDEP Site Law

The proposed amendments to Chapter 120 of the Land Use Ordinance (LUO) support the Town's Site Law Delegated Review Authority application and address DEP's request for clearer local review standards. The revised amendment package adds blasting review requirements to Article 8, Site Plan Review, and Article 9, Subdivision Review; adds solid waste compliance references to Chapter 192, Solid Waste.

Attachments: 26-16_PB_MEMO_OC_LUO_AMD_BlastingOrdinance-SolidWaste_070926

26-16_ORG-RDLN-CLN_LUO_AMD_BlastingOrdinance-SolidWaste_072226

PB 26-058

#26-17 Amendment to Chapter 185 Shoreland Zoning

The Town is proposing an amendment to Chapter 185 Shoreland Zoning §185-12 Nonconformance, §185-14 Table of Land Uses, and §185-15Q Land Use Standards for Hazard trees, storm-damaged trees, and dead tree removal.

Attachments: 26-17_PB_MEMO_ShorelandZoningAmend_072126

Shoreland Zoning rev 071626

Continuing Business

New Business

Adjournment

Town of Windham

Town Offices
8 School Road
Windham, Maine

Cover Sheet

File Number: PB 26-055

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

In Control: Planning Board **File Type:** Planning Board Document

Approval of Minutes - The meeting of July 27, 2026

Town of Windham

Town Offices
8 School Road
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Cover Sheet

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#24-31 Turning Leaf Heights - Major Site Plan & Subdivision - Final Plan Review - Turning Leaf Drive - Gateway Development LLC
The application proposes to subdivide the 12.2 acre property into 5 lots with a 1,200-foot extension of Turning Leaf Drive and a 600-foot extension of Drive-In Lane and develop 128 residential dwelling units in 35 buildings consisting of three (3) buildings with 32 units each, and sixteen (16) duplex buildings. All units will be served by public water and public sewer. Subject property is identified as Tax Map: 14; Lot: 9B; Zone: Commercial I (C-1) and Stream Protection (SP) in the Ditch Brook watershed.

Final Major Subdivision Application
Final Major Site Plan Application

To the Town of Windham

Turning Leaf Heights

Turning Leaf Drive & Drive In Lane
Windham, Maine

Applicant:
Gateway Development LLC
26 Fieldcrest Road
Windham, ME 04062

Prepared By:
DM Roma Consulting Engineers
PO Box 1116
Windham, ME 04062

DM ROMA
CONSULTING ENGINEERS

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SECTION 1

APPLICATION FORMS & SUBMISSION CHECKLIST

Town of Windham
Planning Department:
8 School Road
Windham, Maine 04062
Tel: (207) 894-5960 ext. 2
Fax: (207) 892-1916 -
www.windhammaine.us

MAJOR SITE PLAN REVIEW APPLICATION

FEES FOR MAJOR SITE PLAN REVIEW	**APPLICATION FEE:** (No Bldg.) (W/Bldg.: $25/1,000 SF up to 5,000 SF) **REVIEW ESCROW: (GFA)** 2,000 SF - 5,000 SF = $2,000 5,000 SF - 15,000 SF = $3,000 15,000 SF - 35,000 SF = $4,000 Over 35,000 SF = $5,000 No Building = $2,000	☐ $1,000.00 ☐ $ 1,375 ☐ $_____ ☐ $_____ ☐ $_____ ☐ $_____ ☐ $_____	**TOTAL AMOUNT PAID:** $_____ DATE: _____ *Office Use:*	
☐ Amended Site Plan – (Each Revision)	AMENDED APPLICATION FEE: AMENDED REVIEW ESCROW:	☐ $350.00 ☐ $250.00		*Office Stamp:*	

PROPERTY DESCRIPTION	Parcel Information:	Map(s):	14	Lot(s):	9-B	Zoning District(s):	C-1	Size of the Parcel in SF: 12 Acres
	Total Disturbance. >1Ac	☒ Y	☐ N	Estimated. Building SF:	60,300 sf	IF NO BUILDING; Estimated SF of Total Development:		
	Physical Address:	0 Turning Leaf Drive				Watershed:	Ditch Brook to Presumpscot River	
PROPERTY OWNER'S INFORMATION	Name:					Name of the Business:	Gateway Development, LLC	
	Phone:					Mailing Address:	26 Fieldcrest Road Windham, ME 04062	
	Fax or Cell:	(207) 310 - 0063						
	Email:	brich@pas-maine.com						
APPLICANT'S INFORMATION (*IF DIFFERENT FROM OWNER*)	Name:	Same as Owner				Name of Business:		
	Phone					Mailing Address:		
	Fax or Cell							
	Email:							
APPLICANT'S AGENT INFORMATION	Name:	Dustin Roma				Name of Business:	DM Roma Consulting Engineers	
	Phone:	(207) 591 - 5055				Mailing Address:	PO Box 1116 Windham, ME 04062	
	Fax or Cell:	(207) 310 - 0506						
	Email:	dustin@dmroma.com						

PROJECT INFORMATION

Existing Land Use ***(Use extra paper, if necessary)*****:**

Generally undeveloped land

Provide a narrative description of the Proposed Project ***(Use extra paper, if necessary)*****:**

Proposed multifamily development consisting of three (3) buildings with 32 units each and sixteen (16) buildings with 2 units each for a total of 128 dwelling units. Approximately 1,900 ft of new roadway to be built as extensions of Turning Leaf Drive and Drive In Lane. All units served by public water and public sewer.

Provide a narrative description of construction constraints (wetlands, shoreland zone, flood plain, non-conformance, etc.):

Portion of property is within the Stream Protection shoreland zone, some areas of steep slopes and an isolated wetland area.

MAJOR SITE PLAN REVIEW APPLICATION REQUIREMENTS

Section 120-811 of the Land Use Ordinance

The submission shall contain five (5) copies of the following information, including full plan sets. Along with one (1) electronic version of the entire submission, unless waiver of a submission requirement is granted, and one (1) complete plan set.

The Major Plan document/map:

A) Plan size: 24" X 36"
B) Plan Scale: No greater 1":100'
C) Title block: Applicant's name, project name, and address

- Name of the preparer of plans with professional information
- Parcel's tax map identification (map and lot) and street address, if available

- Complete application submission deadline: three (3) weeks (21-days) before the desired Planning Board meeting.
  - Five copies of the application and plans
  - Application Payment and Review Escrow
- A pre-submission meeting with the Town staff is required.
- Contact information:
  Windham Planning Department (207) 894-5960, ext. 2
  Steve Puleo, Town Planner sjpuleo@windhammaine.us
  Amanda Lessard, Planning Director allessard@windhammaine.us

APPLICANT/PLANNER'S CHECKLIST FOR MAJOR SITE PLAN REVIEW

SUBMITTALS THAT THE TOWN PLANNER DEEMS SUFFICIENTLY LACKING IN CONTENT WILL NOT BE SCHEDULED FOR PLANNING BOARD REVIEW.

The following checklist includes items generally required for development by the Town of Windham's LAND USE ORDINANCE, Sections 120-811, 120-812, 120-813 & 120-814. Due to projects specifics, the applicant is required to provide a complete and accurate set of plans, reports, and supporting documentation (as listed in the checklist below).

IT IS THE RESPONSIBILITY OF THE APPLICANT TO PRESENT A CLEAR UNDERSTANDING OF THE PROJECT.

Column #1.			Column #2.		
1. Final Plan -Major Site Plan: Submission Requirements	**Applicant**	**Staff**	**Plan Requirements – Existing Conditions (Continued):**	**Applicant**	**Staff**
A. Completed Major Site Plan Application form	☒	☐	vii. Zoning classification(s), including overlay and/or subdistricts, of the property and the location of zoning district boundaries if the property is located in 2 or more districts or abuts a different district	☒	☐
B. Evidence of Payment of application & escrow fees	☒	☐	viii. Bearings and lengths of all property lines of the property to be developed, and the stamp of the surveyor that performed the survey	☒	☐
C. Written information – submitted in a **bounded and tabbed** report			ix. Existing topography of the site at 2-foot contour intervals.	☒	☐
1. A narrative describing the proposed use or activity.	☒	☐	x. Location and size of any existing sewer and water mains, culverts and drains, on-site sewage disposal systems, wells, underground tanks or installations, and power and telephone lines and poles on the property and on abutting streets or land that may serve the development.	☒	☐
2. Name, address, & phone number of record owner, and applicant if different (see Agent Autorotation form).	☒	☐	xi. Location, names, and present widths of existing public and/or private streets and rights-of-way within or adjacent to the proposed development.	☒	☐
3. Names and addresses of all abutting property owners	☒	☐	xii. Location, dimensions, and ground floor elevation of all existing buildings.	☒	☐
4. Documentation demonstrating right, title, or interest in the property	☒	☐	xiii. Location and dimensions of existing driveways, parking and loading areas, walkways, and sidewalks on or adjacent to the site.	☒	☐
5. Copies of existing proposed covenants or deed restrictions.	☒	☐	xiv. Location of intersecting roads or driveways within 200 feet of the site.	☒	☐
6. Copies of existing or proposed easements on the property.	☒	☐	xv. Location of the following		
7. Name, registration number, and seal of the licensed professional who prepared the plan, if applicable.	☒	☐	a. Open drainage courses	☒	☐
8. Evidence of applicant's technical capability to carry out the project.	☒	☐	b. Wetlands	☒	☐
			c. Stone walls	☐	☐
9. Assessment of the adequacy of any existing sewer and water mains, culverts and drains, on-site sewage disposal systems, wells, underground tanks or installations, and power and telephone lines and poles on the property.	☒	☐	d. Graveyards	☐	☐

Continued from Column #1. (Page 2)			Continued from Column #2. (Page 2)		
10. Estimated demands for water and sewage disposal.	X	☐	e. Fences	X	☐
			f. Stands of trees or treeline, and	X	☐
			g. Other important or unique natural areas and site features, including but not limited to, floodplains, deer wintering areas, significant wildlife habitats, fisheries, scenic areas, habitat for rare and endangered plants and animals, unique natural communities and natural areas, sand and gravel aquifers, and historic and/or archaeological resources.	X	☐
11. Provisions for handling all solid wastes, including hazardous and special wastes.	X	☐	xvi. Direction of existing surface water drainage across the site	X	☐
12. Detail sheets of proposed light fixtures.	X	☐	xvii. Location, front view, dimensions, & lighting of exsiting signs.	X	☐
13. Listing of proposed trees or shrubs to be used for landscaping	X	☐			
14. Estimate weekday AM and PM and Saturday peak hours and daily traffic to be generated by the project.	X	☐	xviii. Location & dimensions of existing easements that encumber or benefit the site.	X	☐
15. Description of important or unique natural areas and site features, including floodplains, deer wintering areas, significant wildlife habitats, fisheries, scenic areas, habitat for rare and endangered plants and	X	☐	xix. Location of the nearest fire hydrant, dry hydrant, or other water supply.	X	☐
16. If the project requires a stormwater permit from MaineDEP or if the Planning Board or if the Staff Review Committee determines that such information is required, submit the following.			**E. Plan Requirements - Proposed Development Activity**		
			i. Location and dimensions of all provisions for water supply and wastewater disposal, and evidence of their adequacy for the proposed use, including soils test pit data if on-site sewage disposal is proposed	X	☐
a. stormwater calculations.	X	☐	ii. Grading plan showing the proposed topography of the site at 2-foot contour intervals	X	☐
b. erosion and sedimentation control measures.	X	☐	iii. The direction of proposed surface water drainage across the site and from the site, with an assessment of impacts on downstream properties.	X	☐
c. water quality and/or phosphorous export management provisions.	X	☐	iv. Location and proposed screening of any on-site collection or storage facilities	X	☐
17. If public water or sewerage will be utilized, provide a statement from the utility district regarding the adequacy of water supply in terms of quantity and pressure for both domestic and fire flows, and the capacity of the sewer system to accommodate additional wastewater.	X	☐	v. Location, dimensions, and materials to be used in the construction of proposed driveways, parking, and loading areas, and walkways, and any changes in traffic flow onto or off-site	X	☐
18. Financial Capacity			vi. Proposed landscaping and buffering	X	☐
i. Estimated costs of development and itemize estimated major expenses.	X	☐	vii. Location, dimensions, and ground floor elevation of all buildings or expansions	X	☐
ii. Financing (submit one of the following)			viii. Location, front view, materials, and dimensions of proposed signs together with a method for securing sign	X	☐
a. Letter of commitment to fund	☐	☐	ix. Location and type of exterior lighting. Photometric plan to demonstrate the coverage area of all lighting may be required by the Planning Board.	X	☐
b. Self-financing	☐	☐	x. Location of all utilities, including fire protection systems	X	☐
1. Annual corporate report	☐	☐	xi. Approval block: Provide space on the plan drawing for the following words, "Approved: Town of Windham Planning Board" along with space for signatures and date	X	☐
2. Bank Statement	☐	☐	**2. Major Final Site Plan Requirements as Exhibits to the Application**		
c. Other			a. Narrative and/or plan describing how the proposed development plan relates to the sketch plan.	X	☐
1. Cash equity commitment of 20% of the total cost of development	☐	☐	b. Stormwater drainage and erosion control program shows:		
2. Financial plan for remaining financing.	X	☐	1. The existing and proposed method of handling stormwater runoff	X	☐

Continued from Column #1. (Page 3)		
3. Letter from institution indicating intent to finance.	☒	☐
iii. If a registered corporation a Certificate of Good Standing from:		
- Secretary of State, or	☒	☐
- the statement signed by a corporate officer	☐	☐
19. Technical Capacity (address both).		
i. Prior experience relating to developments in the Town.	☒	☐
ii. Personnel resumes or documents showing experience and qualification of development designers	☒	☐
D. Plan Requirements – Existing Conditions		
i. Location Map adequate to locate project within the municipality	☒	☐
ii. Vicinity Plan. Drawn to a scale of not over 400 feet to the inch, and showing area within 250 feet of the property line, and shall show the following:	☒	☐
a. Approximate location of all property lines and acreage of the parcel(s).	☒	☐
b. Locations, widths, and names of existing, filed, or proposed streets, easements, or building footprints.	☒	☐
c. Location and designations of any public spaces.	☒	☐
d. Outline of the proposed site plan, together with its street system and an indication of the future probable street system of the remaining portion of the tract.	☒	☐
iii. North Arrow identifying Grid North; Magnetic North with the declination between Grid and Magnetic; and whether Magnetic or Grid bearings were used.	☒	☐
iv. Location of all required building setbacks, yards, and buffers.	☒	☐
v. Boundaries of all contiguous property under the total or partial control of the owner or applicant.	☒	☐
vi. Tax map and lot number of the parcel(s) on which the project is located	☒	☐

Continued from Column #2. (Page 3)		
2. The direction of the flow of the runoff, through the use of arrows and a description of the type of flow (e.g., sheet flow, concentrated flow, etc.)	☒	☐
3. Location, elevation, and size of all catch basins, dry wells, drainage ditches, swales, retention basins, and storm sewers	☒	☐
4. Engineering calculations were used to determine drainage requirements based on the 25-year, 24-hour storm frequency.	☒	☐
5. Methods of minimizing erosion and controlling sedimentation during and after construction.	☒	☐
c. A groundwater impact analysis prepared by a groundwater hydrologist for projects involving on-site water supply or sewage disposal facilities with a capacity of 2,000 gallons or more per day	☐	☐
d. Name, registration number, and seal of the Maine Licensed Professional Architect, Engineer, Surveyor, Landscape Architect, and/or similar professional who prepared the plan.	☒	☐
e. A utility plan showing, in addition to provisions for water supply and wastewater disposal, the location and nature of electrical, telephone, cable TV, and any other utility services to be installed on the site.	☒	☐
f. A planting schedule keyed to the site plan indicating the general varieties and sizes of trees, shrubs, and other vegetation to be planted on the site, as well as information of provisions that will be made to retain and protect existing trees, shrubs, and other vegetation.	☒	☐
g. Digital transfer of any site plan data to the town (GIS format)	☒	☐
h. A traffic impact study if the project expansion will generate 50 or more trips during the AM or PM peak hour, or if required by the Planning Board)	☒	☐
PDF\Electronic Submission.	☒	☐

The undersigned *hereby makes an application to the Town of Windham for approval of the proposed project and declares the foregoing to be true and accurate to the best of his/her knowledge.*

Dustin Roma	5-18-26	Dustin Roma - Authorized Agent
APPLICANT OR AGENT'S SIGNATURE	DATE	PLEASE TYPE OR PRINT NAME

Town of Windham
Planning Department:
8 School Road
Windham, Maine 04062
Tel: (207) 894-5960 ext. 2
Fax: (207) 892-1916 -
www.windhammaine.us

MAJOR SUBDIVISION – FINAL PLAN - REVIEW APPLICATION

FEES FOR MAJOR SUBDIVISION FINAL PLAN REVIEW	**APPLICATION FEE:**	☒ $350.00	**AMOUNT PAID:** $_____ DATE: _____	
	AMENDED APPLICATION FEE:	☐ $350.00		
☐ **Amended Major Subdivision Each Lot / Revision**	**REVIEW ESCROW:**	☐ $250.00	*Office Use:*	*Office Stamp:*
	AMENDED REVIEW ESCROW:	☐ $250.00		

PROPERTY DESCRIPTION	**Parcel ID**	**Map(s) #** 14	**Lot(s) #** 9-B	**Zoning District(s)**	C-1	**Total Land Area SF:**	12 Acres
	# Lots/dwelling units:		**Total Distr. >1Ac.** ☐ Y ☐ N			**Est. Road Length(ft):**	1,900 Ft
	Physical Address:	0 Turning Leaf Drive		**Watershed:**	Ditch Brook to Presumpscot River		
PROPERTY OWNER'S INFORMATION	**Name:**			**Name of Business:**	Gateway Development, LLC		
	Phone:			**Mailing Address:**	26 Fieldcrest Road		
	Fax or Cell:	(207) 310 - 0063			Windham, ME 04062		
	Email:	brich@pas-maine.com					
APPLICANT'S INFORMATION (*IF DIFFERENT FROM OWNER*)	**Name:**	Same as Owner		**Name of Business:**			
	Phone:			**Mailing Address:**			
	Fax or Cell:						
	Email:						
APPLICANT'S AGENT INFORMATION	**Name:**	Dustin Roma		**Name of Business:**	DM Roma Consulting Engineers		
	Phone:	(207) 591 - 5055		**Mailing Address:**	PO Box 1116		
	Fax or Cell:	(207) 310 - 0506			Windham, ME 04062		
	Email:	dustin@dmroma.com					

PROJECT INFORMATION

Existing Land Use *(Use extra paper, if necessary)*:

Generally undeveloped land

Provide a narrative description of the Proposed Project *(Use extra paper, if necessary)*:

Proposed multifamily development consisting of three (3) buildings with 32 units each and sixteen (16) buildings with 2 units each for a total of 128 dwelling units. Approximately 1,900 ft of new roadway to be built as extensions of Turning Leaf Drive and Drive In Lane. All units served by public water and public sewer.

Provide a narrative description of construction constraints (wetlands, shoreland zone, flood plain, non-conformance, etc.):

Portion of property is within the Stream Protection zone, some areas of steep slopes and an isolated wetland area.

MAJOR SUBDIVISION - FINAL PLAN - REVIEW APPLICATION REQUIREMENTS

Section 910 of the Land Use Ordinance

The submission shall contain, five (5) copies of the following information, including full plan sets. Along with one (1) electronic version of the entire submission unless a waiver of a submission requirement is granted.

The Major Plan document/map:

A) Plan size: 24" X 36"
B) Plan Scale: No greater 1":100'
C) Title block: Applicant's name and address

- Name of the preparer of plans with professional information
- Parcel's tax map identification (map and lot) and street address, if available

- Complete application submission deadline: three (3) weeks prior to the desired Staff Review Committee meeting.
  - Five copies of the application and plans
  - Application Payment and Review Escrow
- A pre-submission meeting with the Town staff is required.
- Contact information:
  Windham Planning Department (207) 894-5960, ext. 2
  Steve Puleo, Town Planner sjpuleo@windhammaine.us
  Amanda Lessard, Planning Director allessard@windhammaine.us

APPLICANT/PLANNER'S CHECKLIST FOR MAJOR SUBDIVISION REVIEW

SUBMITTALS THAT THE TOWN PLANNER DEEMS SUFFICIENTLY LACKING IN CONTENT WILL NOT BE SCHEDULED FOR PLANNING BOARD REVIEW.

The following checklist includes items generally required for development by the Town of Windham's LAND USE ORDINANCE, Sections 907.B., 910.C., & 911. Due to projects specifics, are required to provide a complete and accurate set of plans, reports, and supporting documentation (as listed in the checklist below).

IT IS THE RESPONSIBILITY OF THE APPLICANT TO PRESENT A CLEAR UNDERSTANDING OF THE PROJECT.

Final Plan - Major Subdivision - Submission Requirements:	Applicant	Staff	B. Mandatory Plan Information	Applicant	Staff
A. Written information – submitted in a bound report.					
1. A fully executed application form.	☒	☐	1. All information presented on the Preliminary Plan, and any amendments suggested or required by the Board.	☒	☐
2. Evidence that the escrow account balance is greater than 25% of the initial Preliminary Plan deposit.	☒	☐	2. Map and lot numbers for all lots as assigned by the Town of Windham Assessing Department.	☒	☐
3. If public open space is to be provided, written offers of cession to the Town of Windham shall be provided.	☐	☐	3. Seal of the Maine Licensed Professional who prepared the plan.	☒	☐
4. If the subdivider reserves title to spaces within the subdivision, provide copies of agreements or other documents.	☐	☐	4. All public open spaces for which offers of cession are made by the subdivider and those spaces to which title is reserved by the subdivider.	☒	☐
5. Copies of any outside agency approvals.	☒	☐	5. Location of all permanent monuments.	☒	☐
6. Statement from the Maine Inland Fisheries & Wildlife that no significant wildlife habitat exists on the site.	☒	☐	**PDF\Electronic Submission.**	☒	☐
7. Digital transfer of subdivision plan data (GIS format).	☒	☐			

The undersigned *hereby makes an application to the Town of Windham for approval of the proposed project and declares the foregoing to be true and accurate to the best of his/her knowledge.*

Dustin Roma 5-18-26 Dustin M Roma - Authorized Agent

APPLICANT OR AGENT'S SIGNATURE DATE PLEASE TYPE OR PRINT THE NAME

SECTION 2

AGENT AUTHORIZATION

June 5, 2023

Re: Agent Authorization

Gateway Development, LLC is the owner of an approximately 12-acre parcel located on Turning Leaf Drive in Windham, Maine. The property is shown as Lot 9B on the Town of Windham assessor's map 14. DM Roma Consulting Engineers has been retained to assist in the preparation of land use permits associated with the development, and is authorized to act as agent for the project.

Sincerely,



Blaine Rich

Gateway Development, LLC

SECTION 3

WAIVER REQUESTS

Section 3 – Waiver Requests

The following waivers were granted by the Town during the Preliminary Subdivision Plan review:

Section 120-911(M)(5)(b)(8): Street Construction Practices to allow for a roadway pavement width of 24 feet and a 5 ft paved sidewalk, with some portions of the roadway having 8 feet of paved on-street parking spaces.

SECTION 4

CERTIFICATE OF CORPORATE GOOD STANDING



Corporate Name Search

Information Summary

Subscriber activity report

This record contains information from the CEC database and is accurate as of: Mon May 18 2026 12:25:28. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
GATEWAY DEVELOPMENT, LLC	20062106DC	LIMITED LIABILITY COMPANY	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
01/11/2006	N/A	MAINE

Other Names **(A=Assumed ; F=Former)**

NONE

Principal Home Office Address

Physical	Mailing
410 POPE ROAD WINDHAM, ME 04062	410 POPE ROAD WINDHAM, ME 04062

Clerk/Registered Agent

Physical	Mailing
GREGORY W. FILES 778 ROOSEVELT TRAIL WINDHAM, ME 04062	GREGORY W. FILES 778 ROOSEVELT TRAIL WINDHAM, ME 04062

New Search

Click on a link to obtain additional information.

List of Filings	View list of filings	
Obtain additional information:		
Certificate of Existence (Good Standing) (more info)	Short Form without amendments ($30.00)	Long Form with amendments ($30.00)

SECTION 5

PROJECT NARRATIVE

Section 5 – Project Narrative

Zoning:	Commercial 1 (C-1)
Acreage:	12.2 Acres
Tax Map/Lot:	Map 14 Lot 9-B
Existing Use:	Undeveloped Land
Proposed Use:	Dwelling, Multi-Family

The proposed project includes the construction of a multifamily development consisting of three (3) buildings with 32 units each and sixteen (16) duplex buildings for a total of 128 dwelling units. The dwellings will be accessed by 1,900 feet of new roadway to be built as extensions of Turning Leaf Drive and Drive In Lane. It is our understanding that the Town desires the new roadways to remain private.

Public water will be extended through the roadways. Some portions of the sewer system are intended to be public infrastructure, and other portions will remain private. The details regarding which components of the sewer system will remain private are contained in a Development Agreement that has been entered into by the Applicant and the Town.

The project requires a Site Location Permit from the Maine Department of Environmental Protection, which was approved in July of 2025 with Permit Order # L-31404-87-A-N. A copy of the permit order is included in Section 16 – Stormwater Management.

The proposed project will generate less than 100 peak hour trip-ends and does not require a Traffic Movement Permit from the Maine Department of Transportation. The project will prohibit vehicles from entering from Turning Leaf Drive, and all vehicles must enter the project through Drive In Lane. Vehicles may exit the project through Drive In Lane or Turning Leaf Drive. The applicant must provide a “built shoulder” on Roosevelt Trail at the Drive In Lane intersection as described in the Traffic Impact Study contained in Section 14.

SECTION 6

NAMES AND ADDRESSES OF ABUTTING PROPERTY OWNERS

Section 6 – Names and Addresses of Abutting Property Owners

Map/Lot	Owner Name	Mailing Address
14/9-1	SMOMS LLC	12 Drive In Ln Windham, ME 04062
14/9-2	Chester G. Rich Trust	26 Fieldcrest Rd Windham, ME 04062
14/9B-4	JLAM Real Estate LLC	61 Spit Brook Rd Nashua, NH 03060
14/9B-12	Baker Brook Farm Creamery, LLC	30 Haskell Rd Windham, ME 04062
14/10D	Kenneth Timmons Diana Timmons	21 Carpenters Way Windham, ME 04062
14/10E	Robert Timmons Margaret Timmons	22 Commons Ave, Box 8 Windham, ME 04062
15B/13	Pike Industries Inc	3 Eastgate Park Rd Belmont, NH 03220
54/44	IRT Properties LLC	15 Taylor Ln Windham, ME 04062

SECTION 7

RIGHT, TITLE OR INTEREST DOCUMENTS

WARRANTY DEED
Maine Statutory Short Form

KNOW ALL MEN BY THESE PRESENTS, That The Rich Family Limited Partnership, a Florida Limited Partnership with a mailing address of 248 NE Edgewater Drive, Stuart, FL 34996 (hereinafter "Grantor"), for consideration paid, grants to Gateway Development, LLC, a limited liability company duly organized and existing under the laws of the State of Maine, with a mailing address of 4 Commons Avenue, Suite 11, Windham, ME 04062, (hereinafter "Grantee"), with WARRANTY COVENANTS, the land in the Town of Windham, County of Cumberland, and State of Maine, described as follows:

MAINE REAL ESTATE TAX PAID

See attached Exhibit A.

Meaning and intending to convey and hereby conveying a portion of the property acquired by the Grantor herein by deed of Evergreen Credit Union dated June 3, 2002, and recorded in the Cumberland County Registry of Deeds in Book 17693, Page 095.

WITNESS my hand and seal this 7th day of the month of March, 2006.

SIGNED, SEALED AND DELIVERED in the presence of:

RICH FAMILY LIMITED PARTNERSHIP
By: RICH FAMILY HOLDINGS, INC.,
its sole General Partner

Witness

By: _____
Donald Rich, its President

State of Maine)
) ss.
Cumberland County)

3/7, 2006

Then personally appeared the above-named Donald Rich, President of Rich Family Holdings, Inc., the General Partner of Rich Family Limited Partnership and acknowledged the foregoing instrument to be its free act and deed.

Before me,

~~Notary Public~~ Atty

Gregory W. Files

Print Name

Exhibit A

Beginning at a iron located on the Northerly sideline of land now or formerly owned by Timmons as described in deed recorded at the Cumberland County Registry of Deeds in book 14966, page 257. Said iron marking the southeast corner of land now or formerly owned by 430 Western Avenue LLC as described in the deed recorded in said Registry in book 19073, page 15;

Thence North 02°-51′-38" east along the land now or formerly owned by 430 Western Avenue LLC and land now or formerly owned by Kennerson Realty Associates LLC as described in the deed recorded in book 12490, page 129 in said Registry, 620.12 feet to a iron at land now or formerly owned by Britewater Realty I, LLC as described in the deed recorded in book 21492, page 97 of said Registry;

Thence North 40°-45′-45" East along land now or formerly owned by Britewater Realty I, LLC, 221.80 feet to a no. 5 rebar at land now or formerly owned by Taylor as described in the deed recorded in book 2048, page 325 in said Registry;

Thence South 38°-24′-13" East along land now or formerly owned by Taylor 46.59 feet to a 20" Pine tree;

Thence South 38°-04′-25" East continuing along land now or formerly owned by Taylor, 468.48 feet to a 20" Oak tree;

Thence South 36°-22′-40" East continuing along land now or formerly owned by Taylor, 498.42 feet to a 12" Oak tree;

Thence South 34°-35′-37" East continuing along land now or formerly owned by Taylor, 119.00 feet to a no. 5 rebar at Ditch Brook;

Thence in a generally southerly direction along Ditch Brook, 370 feet more or less to a iron at land now or formerly owned by Lake Region Commons Green Area as recorded in Plan Book 180, page 42, at the Cumberland County Registry of Deeds, said water course having a tie-line bearing of South 35°-54′-48" West from the previously described no. 5 rebar, 357.67 feet to said iron;

Thence North 77°-59′-59" West along land now or formerly owned by the Lake Region Commons Green Area, 370.15 feet to a iron at land now or formerly owned by Timmons as previously described;

Thence North 11°-56′-05" East along land of Timmons, 300.00 feet to an iron;

Thence North 84°-00′-30" West continuing along land now or formerly owned by Timmons, 348.87 feet to the point of beginning.

Said parcel contains 12.05 acres more or less. Bearings are magnetic of the year 1978.

Parcel being a portion of land previously described in deed book 17693, page 95 Cumberland County Registry of Deeds. Said parcel is subject to easement(s) and/ or right(s)-of-way of record, without limitation, certain rights described in deed book 21433, page 312 Cumberland County Registry of Deeds.

Received
Recorded Register of Deeds
Sep 25,2006 02:30:21P
Cumberland County
John B OBrien

SECTION 8

EXISTING OR PROPOSED EASEMENTS OR COVENANTS

Section 8 – Existing or Proposed Easements or Covenants

The portion of Turning Leaf Drive that leads from River Road to the development parcel is governed by a Road Maintenance Agreement (See attached document recorded in Cumberland County Registry of Deeds Book 20436, Page 224).

A boundary line agreement released private rights in portions of a right-of-way located on the subject parcel and adjacent parcel owned by Baker Brook Farm Creamery, LLC (See attached document recorded in Cumberland County Registry of Deeds Book 41309, Page 45).

Enclosed are draft Condominium Declaration and By-Laws for the proposed development for the Town's review.

Boundary Line Agreement

WHEREAS the parties own adjacent lots in the Town of Windham, County of Cumberland, and State of Maine along Turning Leaf Drive as further described herein; and

WHEREAS the proposed cul-de-sac at the end of Turning Leaf Drive will no longer be built and the parties wish to release any interest they may have in said cul-de-sac to the other party.

NOW THEREFORE, the parties agree as follows:

1. Parties.

A. In this Agreement, "Gateway" means Gateway Development, LLC, a limited liability company organized under the laws of the State of Miane and having an address of 26 Fieldcrest Road, Windham, ME 04062.

B. In this Agreement, "Baker Brook Farm" means Baker Brook Farm Creamery, LLC a limited liability company organized under the laws of the State of Maine and having an address of 30 Haskell Road, Windham ME 04062.

2. Gateway Lot. The Gateway Lot means the land along Turning Leaf Drive in the Town of Windham, County of Cumberland, and State of Maine, more fully described in the deed recorded at the Cumberland County Registry of Deeds in Book 31719, Page 84.

3. Baker Brook Farm Lot. The Baker Brook Farm Lot means the land along Turning Leaf Drive in the Town of Windham, County of Cumberland, and State of Maine, more fully described in the deed recorded at the Cumberland County Registry of Deeds in Book 32517, Page 82.

4. Purpose of Agreement. This Agreement is entered into between the parties to release any rights the parties may hold concerning the previously proposed cul-de-sac that was to be located at the end of said Turning Leaf Drive.

5. Agreement. The parties hereby release to the designated party the following:

A. Gateway releases to Baker Brook Farm any interest it may have in the following described property:

> A certain parcel of land situated at the southerly terminus of Turning Leaf Drive in the Town of Windham, County of Cumberland, State of Maine being bounded and described as follows:

Commencing at the most easterly corner of land now or formerly of JLAM Real Estate LLC as described in a deed recorded in Book 40340 Page 258 in the Cumberland County Registry of Deeds;

Thence N 40° 47' 38" E a distance of 60.82 feet to the westerly sideline of Turning Leaf Drive and the **Point of Beginning**;

Thence northerly, by and along the westerly sideline of Turning Leaf Drive along a curve concave to the right having a radius of 73.00 feet an arc distance of 92.37 feet, said curve having a chord which bears N 13° 46' 35" E a distance of 86.33 feet;

Thence northerly, by and along the westerly sideline of Turning Leaf Drive along a curve concave to the left having a radius of 25.00 feet an arc distance of 39.27 feet, said curve having a chord which bears N 6° 35' 19" E a distance of 35.36 feet;

Thence S 38° 24' 13" E a distance of 60.16 feet;

Thence S 40° 47' 38" W a distance of 94.88 feet to the Point of Beginning.

The parcel contains approximately 3,265 square feet.

Bearings are Magnetic 1978.

Reference is made to a plan entitled "3rd Amended Subdivision Plan of the: Rich Family Limited Partnership Property recorded in Plan Book 213 Page 455 in the Cumberland County Registry of Deeds.

B. Baker Brook Farm releases to Gateway any interest it may have in the following described property:

A certain parcel of land situated at the southerly terminus of Turning Leaf Drive in the Town of Windham, County of Cumberland, State of Maine being bounded and described as follows:

Commencing at the most easterly corner of land now or formerly of JLAM Real Estate LLC as described in a deed recorded in Book 40340 Page 258 in the Cumberland County Registry of Deeds;

Thence N 40° 47' 38" E a distance of 60.82 feet to the westerly sideline of Turning Leaf Drive and the **Point of Beginning**;

Thence N 40° 47' 38" E a distance of 145.78 feet to the northeasterly sideline of Turning Leaf Drive;

Thence S 38° 24' 13" E, by and along the easterly sideline of Turning Leaf Drive, a distance of 47.37 feet;

Thence southerly and westerly by and along the easterly and southerly sideline of Turning Leaf Drive along a curve concave to the right having a radius of 73.00 feet an arc distance of 249.64 feet, said curve having a chord which bears S 59° 33' 57" E a distance of 144.59 feet to the Point of Beginning.

The parcel contains approximately 13,234 square feet.

Bearings are Magnetic 1978.

Reference is made to a plan entitled "3rd Amended Subdivision Plan of the: Rich Family Limited Partnership Property recorded in Plan Book 213 Page 455 in the Cumberland County Registry of Deeds.

6. **Boundary Survey.** This agreement and exchange is based on the "3rd Amended Subdivision Plan of the Rich Family Limited Partnership Property dated October 1, 2013" and recorded at the Cumberland County Registry of Deeds in Plan Book 213, Page 455.

7. The parties shall cause or permit this agreement to be recorded in the Cumberland County Registry of Deeds.

8. The releases agreed upon will be permanent and binding upon the heirs and assigns of the undersigned parties.

IN WITNESS WHEREOF, Blaine Rich, a duly authorized Member of Gateway Development, LLC and Stephen W. O'Brien a duly authorized Member of Baker Brook Farm Creamery, LLC have caused this instrument to be signed this:

27 day of the month of February, 2025

SIGNED, SEALED AND DELIVERED in the presence of:

Witness

Blaine Rich, Member
Gateway Development, LLC

Witness

Stephen W. O'Brien, Member
Baker Brook Farm Creamery, LLC

State of Maine)
Cumberland County)

02/27/25, ~~2024~~

Then personally appeared the above-named Blaine Rich, Member, Gateway Development, LLC and acknowledged the foregoing instrument to be his free act and deed in said capacity.

Before me,

~~Notary Public~~ Attorney

Gregory W. Files ME Bar # 8400

Printed Name of ~~Notary~~ Attorney

State of Maine)
Cumberland County)

02/27/2025, ~~2024~~

Then personally appeared the above-named Stephen W. O'Brien, Member Baker Brook Farm Creamery, LLC and acknowledged the foregoing instrument to be his/her/its free act and deed in said capacity.

Before me,

~~Notary Public~~ Attorney

Gregory W. Files ME Bar # 8400

Printed Name of ~~Notary~~ Attorney

Received
Recorded Register of Deeds
Mar 03,2025 11:04:56A
Cumberland County
Jessica M. Spaulding

DECLARATION OF PRIVATE ROAD MAINTENANCE AGREEMENT FOR TURNING LEAF DRIVE, WINDHAM, MAINE

WITNESS THIS DECLARATION OF PRIVATE ROAD MAINTENANCE AGREEMENT FOR TURNING LEAF DRIVE, WINDHAM, MAINE, made this 21st day of October, 2003, by and between the Rich Family Limited Partnership, a Florida Limited Partnership, and Pamela Saunders (hereinafter referred to as the "Parties"); and

WHEREAS, the Parties own Lots Number Ten (10) and Twelve (12) in a certain Subdivision known as Trading Post Plaza in Sycum Associates Business Park Revision V by Crest Enterprises Ltd., and dated June 25, 1989, and recorded in the Cumberland County Registry of Deeds in Plan Book 179, Page 62; and

WHEREAS, the Windham Planning Board has approved the Sycum Associates Business Park Subdivision Amendment which was recorded on October 9, 2003, in the Cumberland County Registry of Deeds in Plan Book 203, Page 564; and

WHEREAS, the Planning Board has approved an amendment to the subdivision under which a certain Right of Way exists over and across Lot Number Twelve (12) from Route 302 to the proposed entrance to Lot Number Ten (10) said Right of Way is known as Turning Leaf Drive; and

WHEREAS, the Parties desire to set forth the responsibilities and rights to said Right of Way.

NOW THEREFORE, the Parties hereby declare the following:

Right of Way

As depicted on the Plan, one right of way is located within and across Lot Number Twelve (12).

Said right of way shall be maintained by the Parties, their heirs and assigns, either by election of a Road Commissioner as defined in under the Laws of the State of Maine; by creation of a Road Association which shall be responsible for the maintenance of the Easement; or directly by the Owners of the Dominant Estates being responsible for the maintenance of the road collectively and sharing in the cost of such maintenance by dividing the cost equally.

Said maintenance to include, but not be limited to, the following: normal upkeep and maintenance of the roadway; snow and ice removal; repairs of washouts; liability insurance coverage; and maintenance and repair of the street light.

This Road Maintenance Agreement shall run with the land and bind the Parties, their successors, grantees, and assigns, and all parties claiming by, through, or under them. The

Parties, their successors or assigns, the Town of Windham, and each owner or owners of any of the above land from time to time shall have the right, but not the obligation, jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the provisions above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages and the right to collect attorney's fees associated with the need to bring said suit. In no event shall the failure of the Parties, their successors or assigns, and such owners to enforce any of the provisions herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any continuing or subsequent violation.

This Agreement shall cease to become null and void and enforceable at such time that the private road is dedicated and accepted as a Town Road by the Windham Town Council.

Assessments

Assessments and other proper charges associated with the maintenance obligations set forth within this Road Maintenance Agreement that are authorized and billed by the Parties shall be a charge on the lots and shall be a continuing lien upon the lot upon which such assessment is made. If the assessment to a Party is not paid within thirty (30) days after the due date, then said assessment shall become delinquent and shall, together with interest at the rate of one percent (1%) per month, or any portion thereof, costs of collection and reasonable attorneys' fees, become a continuing lien on the lot owned by the delinquent Party which lien shall bind the lot, with the buildings and improvements thereon, as well as the delinquent Party, heiress, devisees, successors, personal representatives and assigns. Said lien for unpaid assessment shall be prior to all of the liens and encumbrances on the lot other than mortgages recorded before the date on which the assessment which is sought to be enforced becomes delinquent and liens for real estate taxes and other governmental/municipal assessments or similar charges against lot. All such charges in addition to being a lien, shall also constitute the personal liability of the owner to the lot so assessed at the time of assessment.

Waiver

No delay or omission on the part of Declarant or any Owner in enforcing the covenants set forth herein shall be construed as a waiver of any right to enforce to seek such remedy or acquiescence in such breach.

Severability

In the event any one or more of the provisions of this Declaration shall be found for any reason by a Court of competent jurisdiction to be unenforceable or null and void, such judgment of decrees shall not in any manner whatsoever affect, modify, change, abrogate or nullify any other provision of this Declaration.

IN WITNESS WHEREOF, the said Rich Family Limited Partnership and Pamela Saunders has caused this **ROAD MAINTENANCE AGREEMENT** to be executed on the date and the year above written.

WITNESS:

Rich Family Limited Partnership
by: Donald L. Rich, President Rich Family Holdings, Inc.
General Partner Rich Family Limited Partnership

State of Maine)
) ss.
Cumberland County)

10/20, 2003

Then personally appeared the above-named Donald L. Rich, President, Rich Family Holdings, Inc. and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public/ Attorney at Law
Gregory W. Files, ME Bar # 8900

Jami L. Gilicos, POA, for Pamela Saunders
(Signature)
Jami L. Gilicos, POA, for Pamela Saunders
Pamela Saunders

State of Maine)
) ss.
Cumberland County)

October 21st, 2003

Then personally appeared the above-named Jami L. Gilicos POA for Pamela Saunders and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Notary Public/ Attorney at Law
PAULA P. SWANTON

PAULA P. SWANTON
NOTARY PUBLIC, STATE OF MAINE
MY COMMISSION EXPIRES MARCH 18, 2010

SEAL

Received
Recorded Register of Deeds
Oct 22,2003 02:03:53P
Cumberland County
John B. O Brien

TURNING LEAF HEIGHTS CONDOMINIUM
DECLARATION OF CONDOMINIUM

ARTICLE 1
SUBMISSION, DEFINED TERMS, NOTICE, USE

Section 1.1. Submission of Property. Declarant, **Gateway Development, LLC**, a Maine limited liability company, with a mailing address of 4 Commons, Suite 12, Windham, Maine 04062 (hereinafter called "Declarant"), owner, in fee simple, of the land described in Exhibit A attached hereto, located in the Town of Windham, County of Cumberland, and State of Maine ("Land"), hereby submits the Land, together with all improvements, easements, rights, and appurtenances thereunto belonging (collectively "Property"), and subject to the matters referred to in Exhibit A and the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, known as the Maine Condominium Act, as amended from time to time, (hereinafter called "Condominium Act" or "Act") and hereby creates with respect to the Property a condominium to be known as **Turning Leaf Heights Condominium** (hereinafter called "Condominium"). The Property is shown on the Plat entitled "Turning Leaf Heights Condominium" dated _____, which Plat and floor Plans are recorded in the Cumberland County Registry of Deeds in Plan Book _____, Pages _____ , said Plat and Plans, as amended from time to time, being herein referred to respectively as "Plats" and "Plans".

Section 1.2. Address of Condominium. The address of the Condominium is ___ Turning Leaf Drive, Windham, Maine. The name of the Owners' Association is the Turning Leaf Heights Unit Owners Association.

Section 1.3. Notices to Unit Owners and Others. All notices hereunder to the Association shall be sent registered or certified mail to the Board of Directors, care of the managing agent, or if there be no managing agent, to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time by notice in writing to all Unit Owners and to all mortgagees of units. All notices to any Unit Owner shall be sent by registered or certified mail to the unit address or to such other address as may have been designated by the respective Unit Owners from time to time, in writing, to the Board of Directors. All notices to mortgagees of units shall be sent by registered or certified mail to their respective addresses, as designated by such mortgagees from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 1.4. Interpretation. In the event of any conflict or discrepancy between the Plats and Plans and this Declaration, this Declaration shall govern.

ARTICLE 2
DEFINITIONS

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

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

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

(b) "*Association*" means the Unit Owners Association of the Condominium, which is known as TURNING LEAF HEIGHTS CONDOMINIUM ASSOCIATION.

(c) "*Association Authority"* The Association is authorized, in its own name and on behalf of all Unit Owners, to exercise all rights and preform all obligations of the Condominium Parcel under the Shared Facilities Declaration, including the power to:

(i) Enter into and administer contracts concerning the Shared Facilities;
(ii) Pay the Condominium Parcel's allocated share of Shared Expenses;
(iii) Collect the same from Unit Owners as common expenses;
(iv) Establish and maintain reserves for the Condominium Parcel's share of Shared Facilities Capital Expenditures;
(v) Enforce easements, maintenance obligations, reimbursement obligations, and indemnity obligations;
(vi) Grant or accept such nonexclusive utility, access, drainage, maintenance, and temporary construction easements as are contemplated by this declaration or the Shared facilities Declaration; and
(vii) Execute certificates, notices, joinders, and no disturbance or recognition instrument reasonably required for administration of the Shared Facilities regime.

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

(e) "*Building or Buildings*" means any structure or other improvement now or hereafter constructed on the Property.

(f) "*Burden and benefit Running with the Land*" The rights and obligations described in this Article and in the Shared Facilities Declaration are intended to be covenants running with the

land and equitable servitudes, shall bind and benefit the Condominium Parcel, each Unit, and all successors and assigns, and shall survive any conveyance of a Unit or any transfer of control of the Association.

(g) "*Bylaws*" means the document having that name and providing for the governance of the Association, pursuant to §1603-106 of the Condominium Act, as such document may be amended from time to time.

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

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

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

(k) "*Condominium Documents*" means the Declaration, Plats and Plans, Bylaws and Rules and Regulations.

(l) "*Condominium Parcel*" means the real estate submitted to this declaration as Phase 1 of the Project.

(m) "*Declarant*" means Gateway Development, LLC, a Maine limited liability company, its successors and assigns.

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

(o) "*Development Rights*" means those rights defined in §1601-103(11) of the Condominium Act, as it may be amended from time to time, including, but not limited to, those rights which the Declarant has reserved to itself, if any, to add real estate to the Condominium, to create Units, Common Elements or Limited Common Elements within the Condominium, to subdivide Units or convert Units into Common Elements, or to withdraw any Real Estate Units or Property from the Condominium.

(p) "*Easements Appurtenant*" without limiting the terms of the Shared Facilities Declaration, each Unit and the Association shall have appurtenant easements, in common with the owners and occupants of the Other Project Parcels and their respective successors, tenants, invitees, agents, contractors, utility providers, emergency responders, and mortgagees, for the pedestrian and vehicular access, ingress, egress, utility installation and service, drainage, snow management, maintenance access, repair access, replacement access, and such other rights as may be reasonably necessary or convenient for the use, operation, maintenance, repair, and replacement of the Shared Facilities.

(q) "*Eligible Mortgage Holder*" means the holder of a recorded first mortgage on the Unit, or the holder of a recorded or unrecorded Land Installment Contract, which has delivered written

notice to the Association by prepaid United States mail, return receipt requested, or by the delivery in hand securing a receipt therefore, which notice shall state the mortgagee's name and address, the Unit Owner's name and address and the identifying number of the Unit and shall state that the mortgage is a recorded first mortgage. Such notice shall be deemed to have been given reasonably prior to the proposed actions described in Article 13 if sent at the time notice thereof is given to the Unit Owner.

(r) "*Insurance Trust Agreement*" means that certain agreement, if any, between the Association the Insurance Trustee providing for the management and disbursement of insurance proceeds in accordance with Article 14 hereof.

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

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

(u) "*Limited Common Expenses*" means (a) the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element which shall be assessed against the Unit to which that Limited Common Element is assigned, in proportion to the relative Common Expense liability as between themselves, as the Board of Directors may periodically defined and (b) the Common Expenses for services benefitting fewer than all of the Units, which are assessed exclusively against the Units benefited in accordance with the use of such service as permitted by §1603-115(c) of the Condominium Act.

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

(w) "*Mortgage*" means the holder of any recorded mortgage encumbering one or more of the Units.

(x) "*Other Project Parcels*" means the real estate now or hereafter identified in the land records as Phase 2 and Phase 3 of the Project, whether improved with apartments, related amenities, parking, utility facilities, support structures, or other lawful improvements.

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

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

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

(bb) "*Plats and Plans*" means the Plats and Plans as defined in Section 1.1 above which are recorded in the Cumberland County Registry of Deeds and as such may be amended from time to time.

(cc) "*Provisions of the Condominium Act"* means the provisions of the Condominium Act shall apply to and govern the operation and governance of the Condominium, except to the extent that contrary provisions, not prohibited by the Condominium Act, are contained in one or more of the Condominium Documents.

(dd) "*Record*" means to record in the Cumberland County Registry of Deeds.

(ee) "*Rules and Regulations*" means such Rules and Regulations as are promulgated by the Declarant or the Board of Directors from time to time with respect to the use of all or any portion of the Property.

(ff) "*Shared Facilities*" means any improvements, facilities, systems, areas, or property interests that serve or benefit the Condominium Parcel and one or more Other Project Parcels, whether located within or outside the Condominium, including without limitation private roads, drives, curb cuts, accessways, sidewalks, parking circulation areas, drainage systems, stormwater facilities, utility corridors and utility lines, water lines, sewer lines, force mains, lift stations, pump stations, grinder systems, treatment or pretreatment equipment, lighting, signage, screening, landscaping, snow-storage areas, mailbox areas, refuse areas, entrance features, and such other facilities as are designated by recorded instrument as Shared Facilities.

(gg) "*Shared Expenses*" means all costs of ownership, operation, inspection, testing, maintenance, repair, replacement, restoration, insurance, reserve funding, management administration, and compliance relating to the Shared Facilities, together with all associated professional fees and enforcement costs.

(hh) "*Shared Facilities Declaration*" means that certain recorded Declaration of Reciprocal Easements, Covenants, Maintenance Obligations and Cost Sharing, as amended from time to time in accordance with its terms, encumbering the Condominium Parcel and the Other Project Parcels.

(ii) "*Subjection to Shared Facilities Declaration*" The Condominium Parcel, each Unit, and the undivided interests appurtenant thereto are and shall remain subject to the Shared Facilities Declaration. All easements, covenants, charges, cost-sharing obligations, maintenance responsibilities, access rights, utility rights, and enforcement rights created by the Shared Facilities Declaration are hereby ratified, incorporated by reference, and made appurtenant to the binding upon each Unit and Unit Owner.

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

(kk) "*Special Declarant Rights*" means those rights as defined in §1601-103(25) of the Condominium Act, as it may be amended from time to time, including, but not limited to, those rights the Declarant has reserved to itself to complete improvements, to maintain sales offices, to use easements through Common Elements for the purpose of making improvements within the Condominium and to appoint or remove any officer of the Association during any period of Declarant Control.

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

ARTICLE 3
RESTRICTIONS ON USE, SALE AND LEASE OF UNITS

Section 3.1. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) Residential Use. The Units and associated limited common elements are restricted to usual and customary residential type use. The Units may not be used for any other purposes by the Owner or any future Owner.

(b) Quiet Enjoyment. No Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit, which creates or results in a hazard or nuisance on the Property, or which creates any unreasonable, noise, smell, or odor, including, but not limited to tobacco smoke, nor shall any use or practice be allowed which is a source of annoyance to guests of any other unit owner or which interferes with the peaceful possession or proper use of the Property. No smoking is permitted.

(c) Unlawful use prohibited. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. Provisions of laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Unit Owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

(d) Alterations. No Unit Owner shall make any structural addition, alteration, or improvement in or to any building nor shall any unit owner paint or otherwise decorate or change the appearance of any portion of the exterior of any building. No portion of the interior of a Unit

that is visible from outside the Unit shall be substantially altered, remodeled or renovated unless such alteration, remodeling or renovation shall be approved by the Board of Directors, and in compliance with all state and local ordinances and laws.

(e) Obstruction of Common Elements. A Unit Owner shall not place or cause to be placed in the Common Elements, other than any areas designated as storage areas, any furniture, packages, or objects of any kind. The Common Elements shall be used for no purpose, other than for normal transit through them, without the prior written consent of the Board of Directors, which consent may be revoked without cause.

(f) Rules and Regulations. Rules and Regulations concerning the use of the Units and the Common Elements and facilities may be promulgated and amended by the Board of Directors with the approval of a majority in interest of the Unit Owners. Copies of such Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective.

(g) Severance of Interest. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to such owner's unit without including therein all interest by the Declaration made appurtenant to the unit, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more such interests, without including all such interest, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of any such appurtenant interest of any unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the unit to which such interest is appurtenant, or as part of a sale, of appurtenant interest of all the units.

(h) Common Expense Payment. No Unit Owner shall convey any Unit unless and until such Unit Owner shall have paid in full to the Board of Directors all unpaid common charges under the Shared Facilities Declaration and any other expenses benefitting the unit owner, but not all units, as a limited common elements, the portion of such expense being the Condominium's share of such sums as assessed equally among the benefitting units assessed by the Board of Directors against such Unit and until such Unit Owner shall have satisfied all unpaid liens against such Unit, except permitted mortgages and mortgages made by Declarant.

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

(j) Signs. No Unit Owner (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign on or in his Unit or any Limited Common Element which is visible from outside his Unit or from the Common Elements, without in each instance having obtained the prior written permission of the Executive Board.

(k) Pets and Animals. No animals, except as common household pets in accordance with the Rules and Regulations, shall be permitted on the property. Owners are responsible for immediate clean-up of pet waste. Unless otherwise permitted by the Board, authorized pets shall not be permitted outside of Units unless they are accompanied by an adult person and carried or leashed. The Board of Directors may make further provisions in the Rules and Regulations for the control and regulation of pets in the Condominium so as to not interfere with the activities of other Units and the quiet enjoyment of the Unit Owners.

Section 3.2. Sale and Lease of Units. Units may be rented as short-term or long-term rentals. All such rentals shall be in writing in a standard form agreement approved by the Executive Board. All such leases shall require the tenant to abide by the Declaration and all Rules and Regulations established by the Executive Board. Notwithstanding the terms of the rental agreement, the Unit owner shall be responsible for payment of all fees and assessments and for compliance with all provision of this Declaration and the Rules and Regulations.

Section 3.3. Time Share Ownership Prohibited. No ownership interest in any Unit shall or may be subdivided to permit "time sharing" or any other devices to affect interval ownership. For the purposes of this subsection, such devices shall be deemed to include, without limitation, the use of corporations, partnerships and tenancies in common in which four or more persons not members of a single household have acquired by means other than inheritance, devise or operation of law, a direct or indirect, equitable or legal, right to occupy or arrangement, formal or informal regarding occupancy of the same unit.

ARTICLE 4
UNIT BOUNDARIES

Section 4.1. Location and Dimensions of Improvements. The location and dimensions of all present and future improvements are depicted on the Plats and Plans.

Section 4.2. Units; Votes; Interests in Common Elements: Shares of Common Element Expenses. The Declarant hereby creates a total of ____ (__) Units on the Land which Units are created hereby. The Declarant reserves the right to create additional Units to a total of _____ (___) Units in ____ (__) buildings all as shown on the Plans. Each Unit created by This Declaration shall be located as shown on the Plans. Exhibit B attached hereby lists for each Unit its identifying number, percentage ownership of this Common Elements and percentage assessment of the Common Element expenses. Each Unit shall be allocated one (1) vote, regardless of the number of owners of such Unit.

Section 4.3. Units; Votes; Interests in Common Elements: Shares of Common Element Expenses. The Declarant hereby creates a total of Thirty two (32) Units on the Land which Units are created hereby. The Declarant reserves the right to create additional __ Units to a total of _____ (___) Units in _____ (__) buildings all as shown on the Plans. Each Unit created by This Declaration shall be located as shown on the Plans. Exhibit B attached hereby lists for each Unit its identifying number, percentage ownership of this Common Elements and percentage assessment of the Common Element expenses. Each Unit shall be allocated one (1) vote, regardless of the number of owners of

such Unit.

(a) The upper and lower (horizontal) boundaries of each level of each Unit shall be the following boundaries extended to the intersection with the vertical (perimeter) boundaries: (i) Upper Boundary: the plane of the lower joist line of the ceiling of each level of the Unit; (ii) Lower Boundary: the horizontal plane of the top surface of the undecorated floor of each level.

(b) The vertical (perimeter) boundaries of each Unit shall be the stud line surface of the walls bounding the Unit and adjacent to either an adjoining Unit or the exterior walls of the Building extended to the intersections with each other and with the upper and lower boundaries.

(c) Each Unit's identifying number is shown on the Plats and Plans and is listed on Exhibit B.

Section 4.4 Relocation of Unit Boundaries and Subdivision of Units. Relocation of Unit Boundaries is permitted subject to compliance with the provisions therefor in §1602-112 of the Condominium Act. Subdivision of Units is not permitted.

ARTICLE 5
COMMON ELEMENTS

Section 5.1. Common Areas. The Common Elements shall consist of all of the Property except the individual Units within the Unit Boundaries, and generally shall include the land (other than the Units), common storage areas, common portion of the water system and pipes serving more than one Unit, sewer lines, electrical wiring and conduits, public and private utility lines, easements as set forth in Exhibit A, if any, for access and utilities, and in addition, all other parts of the property necessary and convenient to its existence, maintenance and safety, and normally in common use as defined in the Condominium Act, except such parts of the property as may be specifically excepted or reserved herein or in any exhibit attached hereto. As provided in §1602-102(2) of the Condominium Act, any wires, ducts, pipes, or other fixtures located within a Unit but serving another Unit or Units are part of the Common Elements. Each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purposes of ingress and egress to and use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such rights shall extend to the Unit Owners and guests, tenants, and other authorized occupants, licensees, and visitors of the Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Condominium Act, this Declaration, and the Bylaws and Rules and Regulations of the Association, as hereinafter described. The locations of the Common Elements to which each Unit has direct access are shown on the Plat. Without limitation, the Common Elements shall specifically include:

(a) Grounds. The land, roadways, parking areas, lawns, trees, any forested areas, Unit driveways, Unit walkways, signage, garage, and any Limited Common Elements or storage buildings;

(b) Systems & Utilities. Sewer pump station within each Unit, sanitary sewer to each Unit, electric distribution to each Unit meter, water distribution to each Unit master valve, storm and groundwater drainage system, water lines servicing more than one Unit (in foundation slab, basement, and exterior walls), sewer lines up to Unit outlet (in foundation slab, basement, and exterior walls), electrical wiring from meter and serving more than one Unit, satellite television dish and wiring serving more than one Unit, laundry piping and valves, life safety equipment (excluding smoke detectors);

(c) Interior Structure & Fixtures. Sheetrock (interior of exterior walls), interior sub flooring (sub floor sheathing and wood, and sub floor concrete); and

(d) Exterior Structure & Fixtures. Roofing (all roof framing and covering), chimneys and flues, exterior walls (framing, insulation, sheathing, and clapboards, including Unit party walls), studs, joists, any load bearing portions of the buildings, shutters, attics (framing, floor, and insulation), foundation walls, all floor slabs, exterior foundation drains, interior foundation drains, privacy fencing, shrubbery, front and rear steps and railings, garage slab floors and attic floors, sun rooms (roofing, walls, foundation), dormers (roofing and walls, but excluding new dormer construction), doors and garage doors.

(e) Other. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided.

Section 5.2. Limited Common Elements. The term "Limited Common Elements" means those portions of the Common Elements where the exclusive use is reserved to one or more, but fewer than all, of the Units in accordance with this Declaration. Limited Common Elements, consist of the following:

(i) For each Unit, an exterior parking space, if any, as shown and assigned on the Plat;

(ii) Water, sewer, septic, or other utility lines, wells, septic tanks, leach fields, water heaters, electrical circuit breaker boxes, wire conduits, bearing walls and other fixtures designed to serve a single Unit but not located within a defined part of the Unit are Limited Commons elements allocated exclusively to that Unit;

(iii) The exterior deck, balcony or patio areas, walks, and the porch areas if any, shown and assigned on the Plats;

(iv) Any door steps, stoops, thresholds, doors and windows and their frames and sills, window boxes and other fixtures designed to serve a single Unit but located outside its boundary, and the chimney, and flue, if any, servicing a Unit;

(v) The air space above a Unit and the land and concrete slab and foundation below a Unit;

(vi) The portions of the Property shown on the Plats or Plans as Limited Common Elements or as described as Limited Common Elements pursuant to §1602-102(2) and (4) of the Condominium Act;

Section 5.3. Common Elements to Remain Undivided. The common element interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include the common element interest, whether or not expressly referred to in the instrument effecting such transfer. The Common Elements shall remain undivided and no action for the partition or division of any part thereof shall be permitted, unless otherwise provided by law and permitted by this Declaration.

Section 5.4. Completion and Alteration of Common Elements by the Declarant. Until completion of all of the Units and expiration of the Special Declarant Rights, the Declarant reserves the right to complete and reasonably alter the Common Elements, including without limitation any equipment, fixtures, and appurtenances, when in the Declarant's sole judgment, it is necessary or desirable to do so.

ARTICLE 6
MAINTENANCE AND RESPONSIBILITIES\

Section 6.1. Maintenance and Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §1603-107 of the Act, except as expressly set forth to the contrary herein.

Section 6.2. Maintenance of Common Elements. The Association shall be responsible for the maintenance, repair and replacement of all of the Common Elements whether located inside or outside of the Units, the cost of which shall be charged to the Unit Owners as a common expense except as otherwise provided in this Section with regard to Limited Common Elements. Such expense will include, at a minimum, the cost of lighting, yard work, trash removal and snow plowing. Any repair or other expenses to the Common Area resulting from the negligence, misuse or neglect of a Unit Owner shall be paid by and chargeable to such Unit Owner. The maintenance, repair and replacement of Common Elements located within a Unit, for which the Unit Owner is not responsible, to the extent required for the functioning of or for connecting utilities to the Property and Units, shall be furnished by the Association as part of the common expenses.

Section 6.3. Maintenance of Unit. Each Unit Owner shall keep and maintain their Unit, including the building, equipment, appliances and appurtenances thereto, in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and other finishing which may at any time be necessary to maintain the good appearance and condition of their Unit. No Unit Owner shall sweep or throw, or permit to be swept or thrown, from their Unit onto the Common Area or onto any other Unit any dirt, debris or other substance. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from such Unit Owner's failure or neglect to make any of the repairs required by this Article. Each Unit Owner shall perform their responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Executive Board or the managing agent any defect or need for repairs for which the Association is responsible. No Unit Owner shall change the exterior color of their Unit nor alter the exterior materials or structure without the written approval of the Board of Directors. All approved exterior work shall be undertaken so as to maintain the general character and quality of the condominium. No work shall be undertaken without all necessary State and local permits and approvals, and copies of all such permits and approvals shall be given to the Association.

Section 6.4. Liability of Owner. Each Unit Owner shall be liable for and the Association shall have a lien against such Unit Owner's Unit for, the expense of maintenance, repair or replacement of any portion of another Unit or the Common Elements, including Limited Common Elements, of another Unit caused by such Unit Owner's neglect or carelessness or by that of any member of such Unit Owner's family, or such Unit Owner's guests, employees, agents, lessees, or their pets, and the Association shall have the right to cure, correct, maintain, repair or replace any damage or disrepair resulting from such Condominium Act of neglect or carelessness. The Association shall also have the right to perform maintenance required of a Unit Owner under this Article 5, but not performed by the Unit Owner and the Unit Owner shall be liable for and the Association shall have a lien against the Unit for the expense of such maintenance. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such Unit Owner.

ARTICLE 7
ALLOCATION OF PERCENTAGE INTERESTS, COMMON EXPENSES AND VOTING RIGHTS

Section 7.1. Percentage Interests. Attached as Exhibit B hereto is a list of all Units by their identifying number and the Percentage Interest appurtenant to each Unit within each such Unit, together with an explanation of the formula by which such Percentage Interest is determined.

Section 7.2. Common Expenses. The liability of each Unit for the Common Expenses of the Condominium shall be the same percentage share as the Percentage Interest set forth on Exhibit B and as such shall be determined by the same formula by which the Percentage Interest is determined.

Section 7.3. Allocation of Owner's Voting Rights. Each Owner of a Unit shall be entitled to vote in accordance with the percentage as described on Exhibit B. If a Unit is owned by more than one person or entity, the voting interest shall not be divided and the vote for the Unit shall be cast by only one of the Owners as determined by a majority of the Owners of such Unit, and as further provided in the Bylaws.

Section 7.4. Special Assessments: Benefited-Burden Principle. In addition to regular common expense assessments, the Association may levy special assessments to fund the Condominium is attributable toa limited common element or to misconduct, negligence, or willful acts of a Unit Owner or Occupant, the Association may allocate that expense in the manner authorized by the Declaration and the Maine Condominium Act, including exclusive assessment against the benefit or responsible Unit or Units.

ARTICLE 8
MANAGEMENT

Section 8.1. Managing Agent. Subject to Section 8.3 below, the Association shall have the right to employ a professional property management firm to act as Managing Agent to oversee the daily operation of the Condominium in accordance with the provisions of the Act and the Declaration; provided, however, that no agreement for such professional management of the Condominium may exceed a term of five (5) years but may be renewed upon consent of the Association. Such agreement shall be cancelable by either party without cause and without a termination fee upon not less than sixty (60) days nor more than ninety (90) days written notice and shall be cancelable by the Executive Board with cause upon not less than thirty (30) days written notice. Any agreement for professional management negotiated by the Declarant shall meet the requirements of this Article 8 for such agreements negotiated by the Association and shall not exceed one (1) year, but may be renewed upon consent of the Association.

Section 8.2. Maintenance Responsibilities. The Managing Agent, or the Association through the Executive Board in the absence of a Managing Agent, shall be responsible for maintenance, repair and replacement of the Common Elements and Common Property including, but not limited to, the Limited Common Elements. The cost of the provision of such services shall be a Common Expense.

Section 8.3. Declarant Right of First Refusal as Managing Agent. The Declarant shall have a right of first refusal to be engaged as the Managing Agent in connection with any such agreement entered into by the Association, to be exercised as follows: (i) upon receipt by the Association of any bona fide offer by a third party Managing Agent to provide such services, the Association shall promptly provide written notice thereof (including all the material terms and conditions of such offer) to the Declarant; (ii) the Declarant shall have 21 days after receiving notification of such offer to accept the terms of such offer and to provide the Association with written notice of such acceptance, and thereafter the Association and the Declarant shall enter into a written agreement upon the terms and conditions as set forth in said notification; (iii) if the Declarant fails to accept the offer within said 21 day period, the Association may, for a period of 90 additional days thereafter, engage any third party Managing Agent upon the same terms and conditions contained in said notification.

ARTICLE 9
EASEMENTS

In addition to the easements created by §1602-114 of the Condominium Act, the following easements are hereby granted and/or reserved as applicable:

Section 9. 1. Utilities, Pipes and Conduits. Each Unit Owner shall have an easement in common with all other Unit Owners to use all pipes, wires, ducts, cables, conduits, public or private utility lines and other Common Elements serving his Unit and located in any of the other Units. Each Unit shall be subject to an easement in favor of all other Unit Owners to use the pipes, ducts, cables, wires, conduits, public or private utility lines and other Common Elements serving such other Units and located in such Unit. The Association and its Board of Directors shall have the right to grant to third parties additional permits, licenses and easements over and through the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

Section 9.2. Ingress, Egress and Regress. Each Unit Owner shall have an easement in common with all other Unit Owners, subject to any Rules and Regulations established by the Board of Directors, to use the entrances, exits, and other Common Elements as a means of ingress, egress and regress to and from the Property and the adjoining road. The Board of Directors shall not and cannot establish any Rules and Regulations depriving any Unit Owner of reasonable ingress, egress and regress to and from his Unit, the Property and Common Elements.

Section 9.3. Condominium Association and Board of Director Access. Declarant reserves in favor of itself, the Association and its Board of Directors, officers, agents and employees, and the managing agent and every other person authorized by the Board of Directors, the irrevocable right and easement to have access to each Unit as provided in §1603-107(a) of the Condominium Act as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements and Limited Common Elements therein or accessible therefrom or the making of any addition or improvements thereto; or to make repairs to any Unit, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit or Units, the Common Elements or the Limited Common Elements; or to abate any violation of law, orders, Rules or Regulations of the Association or of any governmental authorities having jurisdiction thereof. In case of an emergency, such right of entry shall be immediate whether or not the Unit Owner is present at the time.

Section 9.4. Declarant's Easement for Marketing. The Declarant reserves the right, with respect to its marketing of Units, to use the Common Elements and Limited Common Elements for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective purchasers of Units, including the right of such prospective purchasers to park in parking spaces. The Declarant also reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices for this project or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property**;** upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which

may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant.

Section 9.5. Declarant's Easements for Construction. The Declarant reserves the special declarant right and easement, right and privilege without hindrance with respect to the construction of the Units, Common Elements, Limited Common Elements and other improvements of the Condominium, to go upon any and all of the Property for purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements. This easement shall include without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction activities of any nature whatsoever, including the movement and storage of building materials and equipment. Furthermore, the Declarant reserves an easement in the Units and Common Elements pursuant to §1602-116 of the Condominium Act for the purpose of discharging Declarant's obligations and exercising the development rights and other special declarant rights reserved pursuant to this Declaration or on the Plat. In case of emergency, any such entry shall be immediate.

Section 9.6. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within a building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The reservation of this right does not and shall not result in the imposition of an obligation.

Section 9.7. Encroachments. Each Unit shall have an easement to the extent necessary for structural and subjacent support over every other Unit and over the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural and lateral support in favor of every other Unit. If any portion of the Common Elements or Limited Common Elements hereafter encroaches upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, as a result of settling or shifting of the building in which they are located or otherwise than as a result of the purposeful or negligent act or omission of the owner of the encroaching Unit, or of the Association in the case of encroachments by the Common Elements or Limited Common Elements, a valid easement appurtenance to the encroaching Units, Common Elements or Limited Common Elements for the encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist. In the event that any building shall be partially destroyed as a result of fire or other casualty or as a result of a taking by the power of, or in the nature of, eminent domain or by a deed in lieu of condemnation, and then is rebuilt, encroachments of a portion or portions of the Common Elements or Limited Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, due to such rebuilding, shall be permitted, and valid easements appurtenant to the encroaching Units, Common Elements or Limited Common Elements for such encroachments and the maintenance thereof shall exist so long as the building as so rebuilt shall stand.

Section 9.8. Declarant's Right to Connect With Utilities. The Declarant further reserves an easement to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction purposes on the Property, provided that Declarant shall be responsible for the cost of service so used, and to use the Common Elements for ingress and egress and construction

activities and for the storage of construction materials and equipment used in the completion of the Units and Common Elements.

Section 9.9. Declarant's Right to Grant Easements. The Declarant shall have the right to grant and reserve easements and rights-of-way through, under, over and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities until the Declarant has conveyed all Units in the Condominium to Unit Owners other than the Declarant. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this paragraph shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority, to install, lay, maintain, repair, relocate and replace pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), heating systems, ventilation systems, electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements.

Section 9.10. Common Elements Easement in Favor of Unit Owners. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefited:

(a) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.

(b) For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a common element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of any building or impair or structurally weaken any building.

Section 9.11. Record Easement. The Condominium is also subject to the following easements recorded in the Cumberland County Registry of Deeds:

Insert from title

(a)

(b)

(c)

ARTICLE 10
SPECIAL DECLARANT RIGHTS

Declarant reserves the following special Declarant rights for five (5) years from the date hereof, except as may be otherwise stated below:

Section 10.1. Completion. The Declarant reserves the right to complete the improvements indicated on the Plats and Plans and to renovate the buildings within the Unit boundaries.

Section 10.2. Offices and Signs. Declarant reserves the right to maintain one sales or management office or model in not more, or greater in size, than one Unit, which may be located or relocated as determined by Declarant. Declarant may maintain signs on Common Elements advertising the Units or model Units.

Section 10.3. Easement Through Common Elements. Declarant reserves the right to use the Common Elements for ingress and egress and construction activities and for the storage of improvements within the Condominium and for discharging its obligations or exercising special Declarant rights, whether arising under the Condominium Act or reserved in this Declaration.

Section 10.4. Removal of Officers and Board Members. Declarant reserves such rights as are set forth in Article 11 below.

Section 10.5. Transfer of Special Declarant Rights. Declarant reserves the right to transfer from time to time to any one or more transferees any or all reserved special declarant rights in accordance with Section 1603-104 of the Condominium Act.

ARTICLE 11
BOARD OF DIRECTORS (EXECUTIVE BOARD) AND DECLARANT CONTROL PERIOD

Section 11.1. Board of Directors. Subject to the provisions of the Condominium Act, this Declaration or the Bylaws, the Board of Directors shall have the power to act on behalf of the Association. The initial Board of Directors shall consist of 3 persons to be appointed and who may be removed and replaced by Declarant.

Section 11.2. Declarant Control Period. For a period of (7) years from the first conveyance of a Unit to a person other than the Declarant, subject to earlier termination as set forth below, the Declarant shall control the Association (the "Declarant Control Period"). During this period the Declarant or persons designated by him may appoint, remove, and replace the three (3) initial members of the Board provided, however, that these Declarant-appointed members of the Board shall be replaced with Unit Owners, other than the Declarant, no later than the earlier of either

sixty (60) days after Units having seventy-five percent (75%) of the voting rights are conveyed to Owners other than the Declarant, or seven (7) years following the conveyance of the first Unit to an Owner other than the Declarant.

According to the above transition process, the Unit Owners other than the Declarant shall elect a Board of three (3) Unit Owners, all of whom shall be Owners other than the Declarant, one (1) of whom shall be elected for a term of one (1) year, one (1) of whom shall be elected for a term of two (2) years, and one (1) of whom shall be elected for a term of three (3) years. Thereafter, as the terms of the members expire, the Board members shall be elected by the Unit Owners for periods of three (3) years each in accordance with the provisions of the Bylaws.

The Declarant shall establish a working capital fund equal to at least two (2) estimated monthly maintenance fees for each Unit. Any amount paid into this fund shall not be considered as an advance payment of the regular monthly maintenance fee. Each Unit's share of this working capital fund shall be collected at the time of the sale closing of the Unit, and then shall be transferred to the Association for deposit into a segregated fund. Within sixty (60) days after the closing has been held for the first Unit, the Declarant shall pay each unsold Unit's share of the working capital fund to the Association. The Declarant shall then be reimbursed for this payment from the funds collected at closing when the unsold Units are sold.

The Bylaws may further regulate the Board of Directors of the Association, which Bylaws are attached hereto as Exhibit C.

ARTICLE 12
AMENDMENT TO DECLARATION REQUIRED CONSENT

Notwithstanding any lesser amendment standard otherwise stated in this Declaration, no amendment to this Article, and no amendment to any referenced Shared Facilities Declaration insofar as it materially affects the Condominium Parcel, shall be effective unless approved by:

(a) Unit Owners holding at least sixty-seven percent (67%) of the votes in the Association, or such larger percentage as may elsewhere be required by this Declaration or by applicable law;
(b) The consent of the owner of each Other Project Parcel then subject to the Shared Facilities Declaration;
(c) No amendment shall be made to the Declaration during the Declarant Control Period without the prior written consent of the Declarant;
(d) During any period in swhich the Declarant validly holds reserved development rights or special declarant rights affecting the Project, the written consent of the Declarant; and
(e) In addition, no material amendment of the Declaration shall be made without the approval of "eligible mortgage holders", as defined by §1602-119 of the Condominium Act, holding mortgages on Units having at least fifty-one (51) percent of the voting power of owners of Units which are subject to eligible mortgages, and by all mortgagees of Declarant of one or more Units. An amendment shall not be considered material if it is for the purpose of

correcting technical errors, or for clarification only. An eligible mortgage holder who receives a written request to approve amendments which are not material and who does not deliver or mail to the requesting party a negative response within (thirty) days of receipt shall be deemed to have approved such request.

Notwithstanding the foregoing, no amendment shall alter the allocated interests of a Unit, change the uses to which a Unit is restricted, or otherwise take action requiring unanimous consent under 33 M.R.S. § 1602-117 without obtaining such unanimous consent.

ARTICLE 13
MORTGAGEES

Section 13.1. Mortgagee Rights. "Eligible mortgage holders", as defined in the Condominium Act, shall have all rights provided in the Condominium Act.

ARTICLE 14
OPERATION OF THE CONDOMINIUM

Section 14.1. Budget/Assessments. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the Unit Owners to meet the common expenses of the Condominium, and allocate and assess such common charges among the Unit Owners according to their respective percentages of undivided ownership as established by the Declaration, as amended from time to time. The common expenses shall include, among other things, (a) the costs of repairs and maintenance of the Common Elements and Limited Common Elements; (b) parking area maintenance, including plowing, sweeping, repairs, etc.; (c) cost of parking area lighting (d) costs of trash removal; and (e) the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of this Article and the fees and disbursements of the insurance trustee, if any. The common expenses shall also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital for the Condominium, for a general operating reserve, for a reserve fund for replacement and to make up any deficit in the common expenses for any prior year.

The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporation or otherwise, on behalf of all Unit Owners, of any Unit which is to be sold at a foreclosure or other judicial or any other sale. The Board of Directors shall advise all Unit Owners, promptly, in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Directors, as aforesaid, and shall furnish copies of each budget on which such common charges are based to all Unit Owners and to their mortgagees.

Until the Association makes a common expense assessment, the Declarant shall pay all the common expenses. Common expenses shall be assessed, and payable with respect to all Units on the date that the first Unit is sold.

All Unit Owners shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of this Article at such time or times as the Board of Directors shall determine.

No Unit Owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer, or other conveyance by him of such Unit, together with the appurtenant interests. A purchaser of a Unit shall be personally liable for the payment of common charges assessed against such Unit prior to the acquisition by him of such Unit only if that Unit Owner agrees to assume the responsibility for said assessments. A mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for and such Unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale. All Unit assessments shall be the personal responsibility of the Unit Owner to whom they are assessed. The provisions of this paragraph shall be subject to the provisions contained in Section 10.2 herein

The Board of Directors shall assess common charges against the Unit Owners from time to time and at least annually and shall take prompt action to collect any common charge due from any Unit Owner which charge(s) remains unpaid for more than thirty (30) days from the due date for payment thereof. All regular assessments of common expenses shall be payable monthly.

Section 14.2. Default. In the event of default by any Unit Owner in paying to the Board of Directors the common charges as determined by the Board of Directors, such defaulting Unit Owner shall be obligated to pay interest at the rate established by the Board of Directors but not exceeding eighteen (18) percent per annum on such common charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common charges. The Board of Directors shall have the right and duty to attempt to recover such common charges, together with interest thereon and the expenses of the proceeding, including attorneys' fees, in any action to recover the same brought against any such defaulting Unit Owner, or by foreclosure of the lien on such Unit granted by the provisions of the Condominium Act. No such lien shall be prior to the lien of any mortgage on any one or more Units.

In any action brought by the Board of Directors to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the Plaintiff in such foreclosure action shall (subject to the prior right of any mortgagee on any one or more Units) be entitled to the appointment of a receiver to collect the same. The Board of Directors, acting on behalf of all Unit Owners shall have the right to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant thereto, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges ("Assessments") shall be maintainable without foreclosing or waiving the lien securing same.

The Board of Directors shall within ten (10) days provide any Unit Owner making written request, a recordable statement setting forth the amount of unpaid assessments currently levied against the Unit.

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw or any provision of the Declaration shall give the Board of Directors and any Unit Owner or

owners the right, in addition to any other rights set forth in the Bylaws, to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach which action shall be at the cost, including attorneys' fees, of such Unit Owner.

In addition, if the Board of Directors has adopted and published Rules and Regulations governing the use of the Common Elements and the personal conduct of any person in use of said Common Elements who violates those Rules and Regulations, the Board of Directors shall have the right, in addition to any other rights set forth in the Bylaws:

(a) To suspend use of the Common Elements by any such person for violation of such Rules and Regulations for a period not to exceed thirty (30) days for any single violation.

(b) To levy summary charges against a Unit Owner for such violation, in addition to any damages, provided that no summary charges may be levied for more than $50.00 for any one violation, but each day a violation continues after notice, it shall be considered a separate violation. Collection of charges for damages or summary charges may be enforced against the Unit Owner involved as if the charge were a common charge owed by the particular Unit Owner.

Section 14.3. Insurance.

Section 14.3.1. The Unit Owners shall obtain and maintain insurance on the Units and the Board of Directors shall obtain and maintain, to the extent available in accordance with general business practices, insurance on the Condominium Common Elements, together with any fixture, machinery and equipment and all other personal property as may be held and administered by the Board of Directors for the benefit of the Unit Owners covering the interest of the Condominium Association, the Board of Directors and all Unit Owners and their mortgagees as their interest may appear. Additionally, the Board of Directors shall obtain and maintain to the extent reasonably available, liability insurance covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements. The insurance shall be purchased from recognized insurance companies duly licensed to operate in the State of Maine. All insurance coverage and policies shall meet the requirements of the Maine Condominium Act and this Declaration.

Section 14.3.2. The Board of Directors shall obtain master policies of insurance on the Common Elements which shall provide that the loss thereunder shall be paid to the Board of Directors as insurance trustees under this Declaration. Under the said master policies certificates of insurance shall be issued which indicate on their face that they are a part of such master policies of insurance covering the Condominium Common Elements. A certificate of insurance with proper mortgagee endorsements shall be issued to the owner of each Unit and the original thereof shall be delivered to the mortgagee, if there be one or retained by the Unit Owner if there is no mortgagee. The certificate of insurance shall show the relative amount of insurance covering the interest in the Common Elements of the Condominium property. Such master insurance policies and certificates shall contain provisions that the insurance will not be prejudiced by any acts or omissions of individual Unit Owners that are not under the control of the Association, that the insurer waives its right to subrogation as to any claim against the Board of Directors, its agent and employees, Unit Owners,

their respective employees, agents and guests, and of any defense based on the invalidity arising from the acts of the insured, and providing further that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Unit Owners as hereinafter permitted. The original master policy of insurance shall be deposited with the Board of Directors as insurance trustee and a memorandum thereof shall be deposited with any first mortgagee who may require the same. The Board of Directors must acknowledge that the insurance policies and any proceeds thereof will be held In accordance with the terms hereof. The Board of Directors shall pay, for the benefit of the Unit Owners and each Unit mortgagee, the premiums for the insurance hereinafter required to be carried at least thirty (30) days prior to the expiration date of any such policies and will notify each Unit mortgagee of such payment within twenty (20) days after the making thereof.

Section 14.3.4. The Common Elements shall be covered by:

(a) Casualty or physical damage insurance in an amount equal to not less than 100 percent of the full replacement value of the common condominium buildings as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage, containing provisions designed to protect against inflationary increases in value. Such coverage shall afford protection against the following:

(i) Loss or damage by fire, lightning, vandalism and malicious mischief, boiler coverages and other hazards covered by the standard extended coverage endorsement.

(ii) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Condominium buildings, including but not limited to, vandalism, malicious mischief, windstorm and water damage, collapse, boiler and machinery explosion or damage, and such other insurance as the Board of Directors may determine.

The policies providing such coverage shall be primary and shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the approval of the Board of Directors or where in conflict with the terms of this Declaration and the Bylaws, and shall further provide that the coverage thereof shall not be terminated for non-payment of premiums without twenty (20) days' notice to all of the insured including each Unit mortgagee.

(b) Public liability insurance in such amounts, but not less than $1,000,000.00 Bodily Injury and Property Damage for a single occurrence, and in such forms as shall be required by the Board of Directors, including but not limiting the same to water damage, legal liability (including liability resulting from employment contracts to which the Association is a party), hired automobile, non-owned automobile and off-premises employee coverage. Such liability insurance policy shall include severability of interest in its terms or shall contain a specific endorsement to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of another Unit Owner.

(c) Workmen's Compensation insurance to meet the requirements of law.

(d) Fidelity insurance covering those employees of the Board of Directors and those agents and employees hired by the Board of Directors who handle Condominium funds, for an amount at least equal to the sum of three month's assessments on all of the Units, plus the Association's reserve funds. Any such coverage shall name the Association as an obligee.

(e) All policies of insurance shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to all of the insured, including all mortgagees of the Units, and certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered to all Unit Owners and their mortgagees at least thirty (30) days prior to the expiration of the then current policies.

Section 14.3.5. Each Unit Owner shall obtain additional insurance at his own expense affording coverage for his Unit and his personal property and for his personal liability, but all such insurance shall contain the same terms and waiver of subrogation as that referred to in the preceding paragraph (2) hereof. Such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Board of Directors. The insurance shall be in such form and amount as is acceptable to the Board of Directors. The owner shall furnish the Association with proof of such insurance. Proceeds must be used for repair or replacement of a damaged Unit.

Section 140.3.6. Premiums for insurance policies purchased by the Board of Directors shall be paid by it and charged as common expenses.

Section 14.3.7. All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Board of Directors hereinabove set forth shall be paid to it. The Board of Directors shall act as the insurance trustees. In the event that the Board of Directors have not posted surety bonds for the faithful performance of their duties as such managers or if such bonds do not exceed the funds which will come into its hands, and there is a damage to part or all of the Condominium property resulting in a loss, the Board of Directors shall obtain and post a bond for the faithful performance of its duties as insurance trustee in an amount equal to 100 percent of the insurance proceeds payable before it shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees.

Section 14.3.8. Each Unit Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under policies purchased by the Board of Directors

Section 14.3.9. In no event shall any distribution of proceeds be made by the Board of Directors directly to a Unit Owner where there is a mortgagee endorsement on the certificate of insurance. In such event any remittance shall be to the Unit Owner and his mortgagee jointly. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him.

Section 14.4. Repair or Reconstruction After Fire or Other Casualty.

Section 14.4.1. Subject to the prior rights of mortgagees of Declarant under the terms of mortgages held by them on one or more Units and subject to the provisions of this Declaration, in the event of substantially total destruction of the Property as a result of fire or other casualty and, thereafter, if Unit Owners owning an aggregate of eighty (80) percent of the total votes in the Condominium promptly vote not to proceed with repair or restoration, the Property remaining shall be deemed to be owned in common by the Unit Owners, as provided in the Condominium Act.

Section 14.4.2. Subject to the prior rights of mortgagees of Declarant under the terms of mortgages held by them on one or more Units and subject to the provisions of the Declaration, in the event of less than substantially total destruction of the Property as a result of fire or other casualty, or, if the vote against proceeding with repair or restoration, as provided herein, is not sufficient, then in either event the Board of Directors shall arrange for the prompt repair and restoration of the Units (including any damaged Units, and any kitchen or bathroom fixtures initially installed therein by Declarant, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed in the Units), as well as any other buildings, and the Board of Directors or the insurance trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess the Unit Owners for such deficit as part of the common charges.

Section 14.4.3. Repair or restoration must be either substantially in accordance with the architectural and engineering plans and specifications for the original buildings, and shall also include such improvements and fixtures as may have been installed by any particular Unit Owner and as to which payment for such repair or reconstruction is forthcoming, or according to plans and specifications approved by the Board of Directors, by a majority in interest of the Unit Owners and by holders of first mortgages encumbering fifty-one (51) percent of the undivided interest in the Common Elements subject to mortgages, and if the damaged property contains any Units, by all of the owners of the Units therein, and by all mortgagees of Declarant on one or more Units; which approvals shall not be withheld unreasonably.

Section 14.5. Condemnation. Subject to the rights of eligible mortgage holders, in the event of condemnation of any portion of the Common Elements, not affecting the improvements to the Condominium, the proceeds of any condemnation award shall be distributed pro-rata among the Unit Owners in accordance with their respective undivided interests in said elements. In the event of condemnation of improvements, any award relating to Common Elements, including Limited Common Elements shall be divided among the Unit Owners whose Units are served by said Common Elements on a pro-rata basis. Any termination of the condominium by virtue of a condemnation shall be governed by the provisions on termination contained herein. The Board of Directors is appointed duly authorized attorney in fact to act for the Unit Owners in any condemnation proceedings, negotiations, settlements or agreements.

Section 14.6. Termination. Subject to the consent of at least 67 percent of the eligible mortgage holders, the Condominium may be terminated by vote of eighty (80) percent affirmative vote of all Unit Owners, except for termination for casualty loss. Upon termination, all Unit Owners shall hold the Common Elements as equal tenants in common.

ARTICLE 15
LIMITATION OF LIABILITY

Section 15.1. Limited Liability of the Board of Directors. The Board of Directors, and its members in their capacity as members, officers and employees:

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

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

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

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

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

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

Section 15.2. Indemnification. Each member of the Board of Directors in his capacity as a Board of Director member, officer or both, shall be indemnified by the Association against all expenses and

liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Board of Directors, or any settlement of any such proceeding, whether or not he is a Board of Directors member, officer or both at the time such expenses are incurred, except in such cases wherein such Board of Directors member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties or any other standard imposed by the Act; provided, that, in the event of a settlement, this indemnification shall apply only if and when the Board of Directors (with the affected member abstaining if he is then a Board of Directors member) approves such settlement and reimbursement as being in the best interests of the Association. The indemnification by the Unit Owners set forth in this Section 14.2 shall be paid by the Association on behalf of the Unit Owners and shall constitute a common expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Board of Directors member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

Section 15.3. Joint and Several Liability of Unit Owners and Lessees. Each Unit Owner shall be jointly and severally liable with any tenants of the Unit owned by such Unit Owner for all liabilities arising out of the ownership, occupancy, use, misuses or condition of such Unit or any portion of the Common Elements or Limited Common Elements.

Section 15.4. Defense of Claims. Complaints brought against the Association, the Board of Directors or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Board of Directors of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages shall have no right to participate other than through the Association in such defense. Complaints against one or more but less than all Unit Owners shall be defended by such Unit Owners who are defendants themselves and such Unit Owners shall promptly give written notice of the institution of any such suit to the Association and to the holders of any mortgages encumbering such Units.

Section 15.5. Storage; Disclaimer of Bailee Liability. Neither the Board of Directors, the Association nor any Unit Owner of the Declarant shall be considered a bailee of any personal property stored on the Common Elements (including property located in storage areas on the Common Elements, including the Limited Common Elements), whether or not exclusive possession of the particular area is given to a Unit Owner for storage purposes, and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

ARTICLE 16
MISCELLANEOUS

Section 16.1. If any provision of this Declaration, the Bylaws or the Rules and Regulations, or any section, sentence, clause, phrase, or word therein, or the application thereof in any circumstances be judicially held in conflict with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration,

the Bylaws and Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

Section 16.2. Any dispute or disagreement between Unit Owners with respect to interpretation or application of this Declaration or the Bylaws or Rules and Regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

Section 16.3. If any terms, covenant, provision, phrase or other element of this declaration, the Bylaws, any deed to a Unit, or the Rules and Regulations is held to be invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify, or impair in any manner, any other term, covenant or provision, phrase or other element of such documents.

Section 16.4. Any Unit Owner in default in the payment of any amount due the Association or in violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the Rules and Regulations of the Association, which violation continues for thirty (30) days after notice thereof by the Association to the Unit Owner may be prohibited by the Board of Directors from the use and enjoyment of any and all of the Common Elements not essential to access to the Unit, in addition to all other remedies available to the Board of Directors.

Section 16.5. In any dispute between one or more Unit Owners and the Declarant regarding the Common Elements the Board of Directors shall act for the Unit Owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the Unit Owners.

Section 16.6. All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit Owners on the other hand, arising out of or relating to, this Declaration, the Bylaws, or the deed to any Unit or the breach thereof, except for claims which have been waived by the acceptance of a deed, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Section 16.7. Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or other principals of law and equity.

IN WITNESS WHEREOF, Gateway Development, LLC has caused this Declaration to be executed by Blaine Rich, thereunto duly authorized this ___ day of _____, 2026.

WITNESS

_____

DECLARANT
Gateway Development, LLC

_____
By: Blaine Rich
Its:

STATE OF MAINE
Cumberland, ss.

_____ ___, 20__

Then personally appeared the above-named Blaine Rich and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Gateway Development, LLC

Before me,

_____
Notary Public/Attorney at Law
Printed Name:

TURNING LEAF HEIGHTS CONDOMINIUM

LIMITED JOINDER AND AGREEMENT OF MORTGAGEE

_____, a national bank ("Lender") as holder of and Mortgagee and Secured Party under a certain Mortgage, Security Agreement and Financing Statement from _____ ("Borrower") dated _____and recorded in the Cumberland County Registry of Deeds in Book _____, Page _____or otherwise of record covering premises located in the City of _____, County of Cumberland, Maine as described therein (collectively the "Mortgage"), hereby confirms its consent to and joins with Borrower in submitting the land, buildings, improvements and rights appurtenant thereto to the Maine Condominium Act 33 M.R.S.A. Chapter 31 as amended, all as described in the Declaration of _____ Condominium dated _____, 200___ recorded or to be recorded in said Registry of Deeds, and as shown on the condominium plats and plans recorded or to be recorded in said Registry of Deeds identified as follows: Condominium Plat prepared by _____ dated _____ and the Floor Plans of _____ Condominium prepared by _____ dated _____ and all being subject to the lien of the mortgage for the sole and limited purposes of evidencing its consent as mortgage holder and secured party to such additions and actions; PROVIDED, that such joinder and consent shall not be construed to make Lender, its successors and assigns, the Declarant or to impose on it any of the obligations or liabilities of the Declarant under said Declaration, including, without limitation, any obligation or liability of any kind to any purchaser(s) of any units, and Lender makes no warranties or covenants to any person or party as to title, merchantability, fitness for any particular purpose, physical condition or otherwise as to the premises, express or implied. The Mortgage shall otherwise remain in full force and effect.

Lender hereby agrees that in the exercise of its rights as Mortgagee and Secured Party under the aforesaid Mortgage and Security Agreement, the undersigned will recognize the actions taken under said Declaration of Condominium pursuant to the provisions of the Maine Condominium Act.

IN WITNESS WHEREOF, the said _____ BANK has caused this Consent to be signed in its corporate name sealed with its corporate seal this __ day of _____, 198_, by its officer thereunto duly authorized.

WITNESS _____ BANK

_____ _____

By:
Its:

STATE OF MAINE , 20___
CUMBERLAND, ss.

Personally appeared the above named _____ and acknowledged the foregoing instrument to be his free act and deed and his free act and deed in his said capacity and the free act and deed of _____--

Before me,

_____
Notary Public/Attorney at Law
Printed Name:

EXHIBIT A

(legal description)

EXHIBIT B

The unit numbers, percentage of ownership of Common Elements, percentage assessment of Common Element expense, and number of votes in the _____ Condominium Association are as follows:

Unit Number	Votes	Percentage of ownership of common elements and percentage assessment of Common Element expense
1	1	3.125%
2	1	3.125%
3	1	3.125%
4	1	3.125%
5	1	3.125%
6	1	3.125%
7	1	3.125%
8	1	3.125%
9	1	3.125%
10	1	3.125%
11	1	3.125%
12	1	3.125%
13	1	3.125%

14	1	3.125%
15	1	3.125%
16	1	3.125%
17	1	3.125%
18	1	3.125%
19	1	3.125%
20	1	3.125%
21	1	3.125%
22	1	3.125%
23	1	3.125%
24	1	3.125%
25	1	3.125%
26	1	3.125%
27	1	3.125%
28	1	3.125%
29	1	3.125%
30	1	3.125%
31	1	3.125%
32	1	3.125%
TOTAL	32	100.0000%

EXHIBIT C

BYLAWS -

OPTIONAL INSERT-CONDO PHASING:

ARTICLE 6
DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

Declarant reserves to itself all Development Rights and Special Declarant Rights including without limitation the rights as follows for seven (7) years from the date of recording of this Declaration, except as may be otherwise stated below:

Section 6.1 General Development Rights. The Declarant reserves the rights:

a) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to locate in the Common Elements and Units of the Property, even though not depicted on the Plat and Plans, and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of public utility lines, wires, pipes, conduits and facilities servicing or burdening the Property including, but not limited to, water, electric, telephone, cable television, fuel, sewer, and surface and subsurface drainage, provided however that no such easement shall be effective until of record, that no such easements may be granted through Units sold by Declarant to third party who is not a successor Declarant and that the Common Elements shall be promptly restored upon installation and repair;

b) Until the construction, marketing and sale of all Units in completed, including any future Units which may be created hereunder, to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

c) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to use the Common Elements for ingress and egress, for the construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements including without limitation the movement and temporary storage of construction materials and equipment, the right of vehicular and pedestrian access, the right to park motor vehicles, and for the installation of signs and lighting for sales and promotional purposes;

d) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to operate and relocate construction, sales, leasing and management offices, permit prospective tenants, purchasers, lenders, appraisers, and others to visit the offices and use the Common Elements and use unsold Units for construction, sales, leasing and display purposes;

e) Appoint and remove members of the Board of Directors and Officers of the Association in accordance with Article 6 of this Declaration;

f) Until the construction, marketing and sale of all Units is completed (including any future Units which may be created hereunder), to approve of the creation of easements between

adjoining Units or between a Unit and an adjoining limited common element in accordance with this Declaration;

g) Until the expiration of any applicable warranty established by law or agreement, the Declaration, its contractors, agents and employees shall have the right of entry into a Unit to perform warranty-related work, whether for the benefit of that Unit or any other Unit;

h) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to grant easements under Article 4 or as otherwise permitted under this Declaration or in furtherance of the exercise of Declarant's Rights hereunder;

i) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to subdivide or convert Units into Common Elements withdraw, allocate or reallocate as Limited Common Elements all of the parking spaces which may be depicted on the Plat and Plans;

j) Those rights established under this Declaration, including without limitation Section 4.2 hereof; and

k) Those rights established under the Condominium Act.

The Land subject to the Development Rights and Special Declarant Rights is the Land shown on the Plat and Plans, except those portions lying within the boundaries of declared Units and upon which declared Units are located.

The exercise of Development Rights is subject to the applicable land use requirements under the Town/City of _____ land use ordinance and approvals related thereto, including the following:

i. The site plan and subdivision approval by the Town/City of _____ and the recorded subdivision and site plan entitled "_____", by _____ dated _____, and duly recorded in said Registry of Deeds in Plan Book _____, Page _____, as modified or amended, unless any applicable approval or consent is received pursuant to the said Town/City of _____'s Land Use Ordinances to the extent applicable; and

ii. Site Location of Development Order of the State of Maine Department of Environmental Protection dated _____, recorded in said Registry of Deeds in Book _____, Page _____, as modified or amended, unless any applicable approval or consent is received.

Notwithstanding the foregoing nothing shall prevent the Declarant from exercising its Development Rights and special Declarant Rights in conformity with any modification, consents, or approvals pursuant hereto.

Section 6.2 Phasing and Additional Units. Developer reserves the rights, but not the obligation until seven (7) years from the date of the recording of this Declaration:

To create on the Property a total of up to Sixty-one (61) Units, Common Elements and Limited Common Elements appurtenant to such Units on the Land as described in the attached Exhibit A, all pursuant to §1602-110 of the Condominium Act. The said conversion creating any additional Units and Limited Common Elements appurtenant thereto in addition to the Units initially created hereby (and contained in buildings generally identified on the Plats and Plans as "Building 1",) may be composed of up to eight (8) additional buildings known as "Building 2", "Building 3", "Building 4", "Building 5", "Building 6", "Building 7", "Building 8" and "Building 9". The projected location and approximate dimensions of said additional Buildings, the Units contained therein and the limited Common Elements are may be shown on the Plats and Plans (the approximate dimensions of Units _____ are shown on the Plans). Said additional Buildings, Units and Limited Common Elements may not be built with the configurations or in the locations as shown on the Plat and Plans, and the DECLARATION EXPRESSLY RESERVES THE RIGHT TO VARY SUCH BUILDINGS, UNITS, LIMITED COMMON ELEMENTS AND THEIR LOCATIONS in its discretion, subject to the restrictions set forth in Section 6.1 above, including any and all Parking and any allocation of Parking shown on Plan and Plans. Upon the addition of such building phases, which may occur in such stages and in such order as the Declarant determines, they shall be fully integrated into the Condominium as if this Declaration had been originally executed and recorded containing the additional building phases and the allocated interests of the Units in the Common Elements and otherwise shall be reallocated in accordance with the formulas set forth in this Declaration and as more particularly set forth in the amendment adding each said additional building.

All such future additional Units, Common Elements and Limited Common Elements shall be consistent with the initial Units created hereby in terms of the quality of construction, general architectural style and principal materials, provided that the Declarant may substitute construction materials and technique of equal or better quality and, upon the addition thereof to the Condominium need not be substantially completed but at the time of the sale to a third party must be substantially completed. All restrictions in or created by authority of this Declaration affecting the use, quality or alienation of Units shall apply to such additional building phases and Units including, without limitation, the restriction to residential use. Declarant need not add said additional building phases and Units or any said Limited Common Elements to the Condominium and hence said buildings, Units, Common Elements and Limited Common Elements **NEED NOT BE BUILT**. All improvements within a future building phase must be substantially completed upon the addition to the Condominium. The Declarant must exercise its rights hereunder within seven (7) years of the recording of this Declaration.

A) Upon the addition of any such additional Units to the Condominium, the allocated interests of all Units in the Common Elements and otherwise shall be reallocated in accordance with this Declaration and Exhibit D shall be amended accordingly.

B) To exercise any rights under this Section, the Declarant shall prepare, execute and record an amendment to the Declaration pursuant to the Condominium Act, which amendment may include a Plat and Plans as required by the Condominium Act to the extent not previously recorded. Said amendment shall become effective upon recording without the consent of any other person.

Section 6.3 Assignment. All or any part of the rights, powers or reservations of Declarant contained in this Declaration may be assigned by Declarant to any person or entity which will assume the duties and obligations of Declarant related to the rights, powers or reservations assigned. Upon the recording of an assignment of such rights, powers or reservations pursuant to which the assignee assumes the duties and obligations or Declarant related thereto, the assignee shall become a successor Declarant as to such rights, powers or reservations assigned and shall have the same rights and powers and be subject to the same duties and obligations as are given to and assumed by Declarant herein, and Declarant shall be relieved from all liability with respect to the rights, powers, reservations, duties and obligations hereunder which are assumed by the assignee.

Section 6.4 Amendment, Waiver, Etc.

This Article 6, and Article 4 shall not be amended or waived without the consent of the Declarant duly recorded in said Registry of Deeds.

The rights and benefits of ARTICLE 5 and all other rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred in whole or part by recorded instrument specifically referring to this Section and executed by Declarant and its successor or assignee.

The Declarant shall have the right to waive the Development and Special Declarant Rights reserved hereunder in whole or part by a written instrument provided that such waiver shall only be effective upon recording in said Registry of Deeds and such waiver shall be subject to the limitations or §1603-103(d) of the Act regarding Declarant Control of the Association.

BYLAWS
OF THE
TURNING LEAF HEIGHTS
CONDOMINIUM ASSOCIATION

ARTICLE I
Plan of Unit Ownership

Section 1.01. Unit Ownership. The land located at ___ Turning Leaf Drive, Windham, Maine, and known as Turning Leaf Height Condominium in the Town of Windham, County of Cumberland and State of Maine, together with all improvements existing thereon, as described on Exhibit A to the Declaration has been submitted to the provisions of the Maine Condominium Act by Declaration recorded in the Office of the Cumberland County Registry of Deeds and shall be known as the "Turning Leaf Heights Condominium" (hereinafter called the Condominium).

Section 1.02. Applicability of Bylaws. The provisions of these Bylaws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the buildings and all other improvements thereon (including the units, and the Common Elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of the Maine Condominium Act.

Section 1.03. Application. All present and future Unit Owners, mortgagees, lessees and occupants of the units and their employees and any other persons who may use the facilities of the Condominium in any manner are subject to these Bylaws, the Declaration and to the rules and regulations established by the Board of Directors of the Condominium (the "Board of Directors") as hereinafter set forth. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a unit by any of the foregoing persons, other than a mortgagee of Declarant, shall constitute agreement that these Bylaws, the rules and regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified and will be complied with and the acceptance of a deed or conveyance by a mortgagee of Declarant shall constitute agreement that the estate of any such mortgagee in and to any such unit shall be subject to these Bylaws, the rules and regulations and the provisions of the Declaration as they may be amended from time to time. Unless otherwise specifically stated herein, the term "Unit Owner" shall mean Declarant in instances where Declarant has not conveyed by deed a unit and purchasers of units in instances where Declarant has conveyed by deed a unit.

Section 1.04. Office. The principal office of the Condominium Board of Directors and the Board of Directors shall be located at ___ Turning Leaf Drive, Windham, Maine, or at such place as the Board of Directors may designate from time to time.

ARTICLE II
Board of Directors

Section 2.01. Initial Board of Directors. Subject to Section 2.02 below, the affairs of the Condominium shall be governed by a Board of Directors consisting initially of three (3) persons. The members of the initial Board of Directors shall be appointed, removed, and replaced from time to time by Declarant without the necessity of retaining resignations. The Declarant appointed members of the Board of Directors shall be replaced with Unit Owners, other than the Declarant, in accordance with the provisions of Section 2.02.

Section 2.02. Permanent Board. Except as otherwise required by 33 M.R.S.A. §1603-103, the transition from Declarant-appointed members of the Board of Directors to Unit Owners, other than Declarant, shall occur no later than the earlier of either sixty (60) days after Units having seventy-five percent (75%) of the voting rights are conveyed to Owners other than the Declarant, or seven (7) years following the conveyance of the first Unit to an Owner other than the Declarant. Declarant shall call the transitional meeting of Unit Owners pursuant to the provisions of Article III.

The Owners shall elect a Board of three (3) Unit Owners, the majority of whom shall be Owners other than the Declarant, one (1) of whom shall be elected for a term of one (1) year, one (1) of whom shall be elected for a term of two (2) years, and one (1) of whom shall be elected for a term of three (3) years. Thereafter, as the terms of the members expire, the Board members shall be elected by the Unit Owners at the Annual Meeting with each Director elected serving for a term of three (3) years. Incumbent members may be elected to a renewal term.

Section 2.03. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium Board of Directors and shall do all such acts and things except as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the Common Elements.

(b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.

(c) Collection of the common charges from the Unit Owners.

(d) Employment and dismissal of the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and facilities.

(e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property.

(f) Opening of bank accounts on behalf of the Condominium Board of Directors and designating the signatories required therefor.

(g) Purchasing or leasing or otherwise acquiring in the name of the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners, units offered for sale or lease surrendered by their owners to the Association.

(h) Purchasing of units at foreclosures or other judicial sales in the name of the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners.

(i) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with units acquired by, and subleasing units leased by the Association or its designee, corporate or otherwise, on behalf of all Unit Owners.

(j) Organizing corporations to act as designees of the Board of Directors in acquiring title to or leasing of units on behalf of all Unit Owners.

(k) Obtaining of insurance for the Property pursuant to the provisions of Article 9 of the Declaration.

(l) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation of eminent domain proceedings.

Section 2.04. Managing Agent and Manager. The Board of Directors may employ for the Condominium a managing agent or a manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to the duties listed in subdivisions (a), (b), (c), (d), (k), and (1) of Section 2.03. The Board of Directors may delegate to the manager or managing agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in subdivisions (e), (f), (g), (h), (i), and (j) of Section 2.03. Any contract entered into by the Board of Director for management services or any other services to be provided by the Declarant of the Condominium shall not exceed three years in length, and may be terminated at any time by either party, without cause, and without liability for a termination charge, fee or penalty.

Section 2.05. Removal of Members of the Board of Directors. On or after the date seven (7) years from the date of the conveyance of the first unit to an owner other than the Declarant, or upon the sale by the Declarant of seventy-five percent (75%) of the units, whichever shall first occur, and thereafter, at any regular or special meeting of Unit Owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member

of the Board of Directors whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

Section 2.06. Vacancies. Subject to Section 2.02, vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by vote of a majority of the remaining Board members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the members of the Board of Directors present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so replaced and until a successor shall be elected at the next annual meeting of the Unit Owners.

Section 2.07. Organizational Meeting. The first meeting of the members of the Board of Directors following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Unit Owners at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 2.08. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least one (1) such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors, by mail, telephone or telegraph, at least three (3) business days prior to the day named for such meeting.

Section 2.09. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each member of the Board of Directors, given by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Board of Directors.

Section 2.10. Waiver of Notice. Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time, place and purpose thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 2.11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 2.12. Informal Action by Board of Directors. Any action required to be taken at a meeting of the Board of Directors or any other action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the members of the Board of Directors entitled to vote with respect to the subject matter thereof.

Section 2.13. Fidelity Bonds. The Board of Directors must obtain adequate fidelity bonds for all officers and employees of the Condominium Board of Directors handling or responsible for Condominium Board of Directors funds. The premiums on such bonds shall constitute a common expense.

Section 2.14. Compensation. No member of the Board of Directors shall receive any compensation from the Condominium Board of Directors for acting as such.

Section 2.15. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Condominium Board of Directors unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Condominium Board of Directors. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements and facilities bears to the interests of all the Unit Owners in the Common Elements and facilities. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Condominium Board of Directors shall provide that the members of the Board of Directors, or the managing agent or the manager, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all Unit Owners in the Common Elements provided however the failure to so provide will not invalidate such agreement.

Section 2.16. Fiscal Year. The Board of Directors shall establish a fiscal year.

Section 2.17. Committee. The Board of Directors may establish such standing or other committees with such powers and duties as its deems advisable.

ARTICLE III
Unit Owners

Section 3.01. Title to Units. Title to units may be taken in the name of an individual or in the name of two or more individuals, as tenants in common or as joint tenants, or in the name of a corporation, limited liability company, or partnership, or in the name of a fiduciary, or other entity recognized under Maine law as an entity that may hold title to real estate.

Section 3.02. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors; provided that incumbent members may be elected to a renewal term.

Section 3.03. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

Section 3.04. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Directors established after the first meeting at which Unit Owners may vote, upon a petition signed and presented to the Secretary by not less than twenty-five percent (25%) in common interest of Unit Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 3.05. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners at least ten (10) but not more than twenty (20) days prior to such meetings, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at the unit address or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 3.06. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority in common interest of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 3.07. Waiver of Notice. Any Unit Owner may at any time waive notice of any meetings of the Unit Owners in writing, and such waiver shall be deemed equivalent to the giving of such notice.

Section 3.08. Eligibility. Any person who acquires title to a unit shall be a member of the Condominium Unit Owners Association. There shall be one membership for each unit owned within the Condominium. Such membership shall be automatically transferred upon the conveyance of any unit. Until the first meeting at which Unit Owners may vote, the Condominium Board of Directors shall act without vote of the Unit Owners. Thereafter, each Unit Owner shall be entitled to vote.

Section 3.09. Voting. Voting shall be on a one vote per each unit owned basis and the votes to which each Unit Owner is entitled is equal to the number of units owned. A majority of the total votes cast at a meeting at which a quorum is present shall be binding upon all Unit Owners for all purposes except when a higher percentage is required by these Bylaws, the Declaration or by law.

Section 3.10. Votes in the Event of Multiple Ownership of a Unit. If only one (1) of the multiple owners of the unit is present at a meeting of the Board of Directors, such owner shall be entitled to cast the vote allocated to that unit. If more than one (1) of the multiple owners are present, the vote allocated to that unit may be cast only in accordance with the agreement of a majority of interest of the multiple owners and failing such majority agreement, not at all. There is deemed to be a majority agreement when any one of the multiple owners casts the vote allocated to that unit without protest being made promptly to the person presiding over the meeting by any other of the owners of that unit.

Section 3.11. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows, to the extent required:

(a) Roll Call.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Report of Board of Directors.
(f) Report of committees.
(g) Election of members of the Board of Directors.
(h) Unfinished business.
(i) New business.
(j) Adjournment.

Section 3.12 Parliamentary Procedure. At all meetings of the Unit Owners, Robert's Rules of Order, as then amended, shall be followed, except in the event of conflict, these Bylaws or the Articles of Incorporation shall prevail.

Section 3.13 Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the Unit Owners present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that given at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

3.14 Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary at or before the time of each meeting. A Unit Owner may designate any person, who need not be an owner, to act as proxy. The designation of any such proxy shall be made in writing, signed by the Unit Owner, and shall be revocable at any time by written notice to the Secretary by the Unit Owner designating the proxy. If a unit is owned by more than one (1) person, each owner of the unit may vote or register protest at the casting of the unit vote by the other owners of the unit through a duly executed proxy.

3.15 Informal Action of Unit Owners. Any action required to be taken at a meeting of the Unit Owners or any action which may be taken at a meeting of the Unit Owners, may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all the Unit Owners entitled to vote with respect to the subject matter thereof.

3.16. Quorum of Unit Owners. The presence at any meeting of the Association in person or by proxy of unit owners whose aggregate interest in the common elements constitutes more than fifty (50) percent of the total interest in the common elements shall constitute a quorum. At any meeting at which a quorum is present, the affirmative vote of a majority of those present shall decide any question presented to the meeting unless a greater percentage vote is required by law, by the Declaration or by these Bylaws. In the election of Directors, those receiving the greatest number of votes, though less than a majority, shall be elected.

ARTICLE IV
The Officers

Section 4.01 Officers and Qualifications. The principal officers of the Condominium shall be the President, Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint a Vice President, an Assistant Treasurer, and Assistant Secretary and such other officers as in its judgment may be necessary. The officers may be members of the Board of Directors.

Section 4.02. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 4.03. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for that purpose.

Section 4.04. President. The President shall be the chief executive officer of the Board of Directors. He shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a nonprofit corporation organized under the laws of the State of Maine, including, but not limited to, the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 4.05. Vice President. The Vice President, if one is appointed, shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice

President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 4.06. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Unit Owners and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a nonprofit corporation organized under the laws of the State of Maine. The Secretary shall be responsible for certifying the adoption of any amendment to the Declaration and Bylaws, and for filing any amendment to the Declaration in the Cumberland County Registry of Deeds.

Section 4.07. Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of accounts showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Condominium, or the managing agent, in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of Treasurer of a nonprofit corporation organized under the laws of the State of Maine.

Section 4.08. Agreements, Contracts, Deeds, checks, etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Condominium shall be executed by any two officers of the Condominium Board of Directors or by such other person or persons as may be designated by the Board of Directors.

Section 4.09. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V
Operation of the Condominium

Section 5.01. Responsibility of the Board of Directors. The Board of Directors shall be responsible for the operation of the Condominium in accordance with the provisions of the Declaration of these Bylaws.

Section 5.02. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors, the Common Elements and facilities shall require additions, alterations or improvements, costing in excess of $1,000.00, and the making of such additions, alterations, or improvements shall have been approved by a majority vote of the Unit Owners, and by all mortgagees of Declarant of one or more units, which approval shall not be withheld unreasonably, the Board of Directors shall proceed with such additions, alterations, or improvements and shall assess all Unit Owners for the cost thereof as a common charge. Any additions, alterations, or improvements costing $1,000.00 or less may be made by the Board of Directors without approval of the Unit Owners or any mortgagees of units and the costs thereof shall constitute part of the common expenses.

Section 5.03. Additions, Alterations, or Improvements by Unit Owners. No Unit Owners shall make any structural addition, alteration, or improvement in or to any building nor shall be paint or otherwise decorate or change the appearance of any portion of the exterior of any building without the prior written consent thereto of the Board of Directors. The Board of Directors shall answer any request by a Unit Owner for such approval within thirty (30) days after such request and failure to so answer within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. Any application to the city or municipality or to any department or to any other governmental authority for a permit to make an addition, alterations, or improvements in or to any unit shall be executed by the Board of Directors only, but the Board and its members shall not by doing so incur any liability to any contractor, subcontractor or materialman on account of such addition, alterations, or improvements, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 5.03 shall not apply to units owned by Declarant until such units shall have been initially conveyed by Declarant.

Section 5.04. Utility Charges. As to any utility charges, except water and sewer, which are supplied to each unit, each Unit Owner shall be required to pay the bills for said utility charges allocable to his unit. The utility services supplied to the Common Elements and facilities shall be separately billed, and the Board of Directors shall pay all said bills as a common expense.

Section 5.05. Maintenance and Repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the condominium in its entirety or in a part belonging to other owners or detract from the value or appearance of the condominium, including the unit or units in question, and shall be expressly responsible for any damages or liabilities resulting from his failure to do so. If any owner fails to perform such maintenance or repair after reasonable notice from the Association, the Association through its officers or manager shall have the right to enter the unit and perform such maintenance or repair in the name of the owners and shall be entitled to reimbursement from the owner for any expenditures incurred.

(b) All the repairs of internal installations of the unit such as toilets and other internal plumbing fixtures, lights, wiring, telephones, sanitary installations, doors, windows, lamps, and all other accessories belonging to the unit area shall be maintained at the owner's expense, other than the furnishing of water, sewer disposal, and power, through the common water systems, septic system and electric lines.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common elements damaged through his negligence, misuse or neglect.

(d) All other maintenance and repair of the common elements shall be performed at the direction of the manager or the Board of Directors, and shall be a common expense. Vouchers for the payment of maintenance and repair costs shall be approved by the manager or Board of Directors before payment.

Section 5.06. Improvements. The Board of Directors may make improvements to the common elements and assess the cost thereof to all unit owners as a common expense. In addition, if an improvement is requested by one or more unit owners and is in the opinion of the Board, exclusively or substantially exclusively for the benefit of those who requested it, the cost shall be assessed against such owner or owners in such proportion as the Board shall determine as fair and equitable. Nothing contained herein shall prevent the unit owners affected by such improvement from agreeing, in writing, either before or after the assessment is made, to be assessed in different proportions. The Declarant may, at its expense, make such improvements to the common elements as it deems advisable as long as it is an owner, directly or indirectly, of at least one unit or has rights to construct additional buildings within units.

Section 5.07. Use of Units. All units shall be utilized in accordance with the provisions of the Bylaws, Declaration, and any Rules and Regulations. Every unit owner shall pay to the Association promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association for collecting any delinquent assessments or fees against such unit, foreclosing its lien therefor, collecting any penalties imposed hereunder, or enforcing any provisions of the Declaration or these Bylaws against such owner or any occupant of such unit. Upon any violation of the Declaration, Bylaws, or Rules and Regulation, the offending party and the owner (including any owner, tenant, lessee', licensee, guest or invitee of the owner of any unit in which the violation is occurring or has occurred) shall be given ten (10) days written notice by the Board by delivery in hand or by mail of the violation committed and the necessary corrective action that is required, and, if such violation continues beyond the ten (10) day period, the offending party and the owner shall each pay a penalty in the amount of ten (10%) percent of the then monthly assessment of the unit per day to the Association until the violation is corrected. The delivery in hand or mailing of the notice shall constitute the commencement of the ten (10) day period. Any person against whom a penalty is asserted under the preceding paragraph of this section shall be entitled to a hearing before the Board of Directors upon such reasonable notice and in accordance with such reasonable procedures as the Board of Directors may determine, but a request for such a hearing shall not interrupt or stay the time for correcting the violation or the continued penalty assessment.

Section 5.08. Rules and Regulations. In order to assure the peaceful and orderly use and enjoyment of the units and common elements of the condominium, the Association may from time to time adopt, modify, and revoke in whole or in part by a vote of the members present in person or represented by proxy whose aggregate interest in the common elements constitutes seventy-five percent (75%) at any meeting duly called for the purpose, such reasonable rules and regulations, to be called Rules and Regulations, governing the conduct of persons on said project as it may deem necessary, including, but not limited to, methods or procedures for enforcing compliance with the Declaration and Bylaws. Such Rules and Regulations upon adoption, and every amendment, modification, and revocation thereof, shall be delivered promptly to each owner and shall be binding upon all members of the Association and occupants of the property.

ARTICLE VI
Fiscal Management

Section 6.01. Accounting. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within ninety (90) days after the close of each fiscal year, the Association shall furnish its members with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that year.

Section 6.02. Assessments.

(a) Budget. With respect to each fiscal year, the Board shall estimate the amount required by the Association to meet its expense for such year, including but not limited to the following items:

(i) Management and administration expenses;

(ii) The estimated cost of repairs, maintenance and replacement of common elements;

(iii) The cost of such insurance and utilities as may be furnished by the Association;

(iv) The amount of such reserves as may be reasonably established by the Board, including general operating reserves, reserves for contingencies, and reserves for maintenance and replacements; and

(v) Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods. Prior to the sale of the first unit, or within one hundred fifty (150) days thereof, the Declarant shall adopt a budget and make a common expense assessment. This budget shall remain in effect until changed by the adoption of the different budget in accordance with if the procedures hereafter set forth.

(b) Budget Approval. Within thirty (30) days of the commencement of each fiscal year, the Board shall cause an estimated annual budget to be prepared based on its estimations of annual expenses, and copies of such budget shall be furnished to each member. The Board shall call a meeting of the members not less than fourteen (14) nor more than thirty (30) days after such budget is furnished to the members for the purpose of considering ratification of such budget. Unless at that meeting sixty (60%) percent or more of the unit owners vote to reject the budget, the budget shall be deemed ratified, whether or not a quorum is present at the meeting. In the event the budget is rejected, the

budget last ratified by the members shall be continued until such time as the unit owners ratify a subsequent budget proposed by the Board. If the aforesaid budget ratification meeting is not held, ratification shall be voted at the annual meeting.

(c) Budget Assessments. On or before the first day of each month the fiscal year covered by such estimated annual budget, each member shall pay his respective one-twelfth (1/12) of his of his proportionate share of the amount designated in the estimated annual budget as membership assessments. Alternatively, the Board of Directors may, in its discretion, change the assessment payment from monthly to semi-annual, quarterly or annual. Each member's proportionate share of members assessments shall be an amount equal to the total membership assessment multiplied by his respective percentage interest in the common elements provided however, that with respect to certain common elements, the operation, maintenance and replacement costs and reserves may be allocated among the members according to the respective use and benefit of the particular facility to each unit rather than according to the percentage interest of each unit. Until the annual budget for a fiscal year is sent to each member by the Board, the member shall continue to pay that amount which had been established on the basis of the previous estimated annual budget.

(d) Lien for Assessments. If any member shall fail or refuse to make payment of his proportionate share of the common expenses or any other amount payable to the Association when due, the amount thereof shall bear interest at a rate per annum, not exceeding eighteen (18) percent, established from time to time by the Board of Directors and, together with such interest, shall constitute a lien on the unit of such member. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided in the Condominium Act, the Declaration or these Bylaws, or otherwise available at law or in equity for the collection of all unpaid amounts including the right to accelerate payment on the full assessment for the year and, if available, all possessory remedies under the Forcible Entry and Detainer Laws of Maine.

Section 6.03. Revised and Emergency Assessments. If at any time prior to or during the course of any fiscal year the Board shall deem the amount of the membership assessments to be inadequate by reason of a revision in its estimate of either expenses or other income, the Board shall prepare and cause to be delivered to the members a revised estimated annual budget for the balance of such fiscal year and shall call a meeting of the members to ratify such budget in the same manner as for an annual budget. After ratification, assessments shall be determined and paid on the basis of such revision. The Board may, upon finding that an emergency exists which requires immediate assessment of the members, make an emergency assessment for each unit, which shall be due and payable when communicated to the members.

Section 6.04. Declarant. With respect to any units owned by the Declarant, the Declarant shall pay an assessment determined in the same manner as the assessment is determined for all other unit owners.

Section 6.05. Foreclosure of Lien. In any action to foreclose the lien against any owner of a unit, the Association may represent itself through its Manager or Board of Directors in like manner as any mortgagee of real property. The Manager or Board of Directors acting on behalf of the unit owners shall have the power to bid and acquire such unit at a foreclosure sale. The delinquent owner shall be required to pay the Association a reasonable rent for such unit until the sale or foreclosure, together with all costs and reasonable attorney's fees. Suit to recover a money judgment for unpaid common expenses shall be maintainable with all costs and reasonable attorney's fees without foreclosing or waiving the lien securing the same.

Section 6.06. Title. Every unit owner shall promptly cause to be duly recorded in the Cumberland County Registry of Deeds the deed, lease, assignment, or other conveyance to him of his unit or other evidence of his title thereto and file such evidence of his title with the Board of Directors through the manager, and the Secretary shall maintain such information in the records of ownership of the Association.

Section 6.07. Mortgages. Any mortgagee of a unit may file a copy of its mortgage with the Board of Directors through the manager, and the Secretary shall maintain such information in the records of ownership of the Association. After the filing of the mortgage, and upon the request of the mortgagee, the Board of Directors through its manager shall be required to notify the mortgagee of any matters for which notice to eligible mortgage holders is required under the Maine Condominium Act.

Section 6.08. Insurance. The Board of Directors shall obtain and maintain insurance as required by the Condominium Declaration.

Section 6.09. Reconstruction or Repair of Casualty Damage. Except as hereinafter provided, damage to or destruction of the common buildings and units shall be promptly repaired and reconstructed by the Board of Directors, using the proceeds of insurance, if any, on the building for that purpose, and any deficiency for a common building shall constitute common expenses, unless;

(b) The condominium is terminated;

(c) Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

(d) Seventy-five percent (75%) of the unit owners, including every owner of a unit or assigned limited common element which will not be rebuilt, vote not to rebuild.

If the entire condominium is not repaired or replaced:

(b) The insurance proceeds attributable to the damaged common elements shall be used to restore the damaged area to a condition compatible with the remainder of the condominium;

(c) The insurance proceeds attributable to units and limited common elements which are not rebuilt shall be distributed to the owners of those units and the owners of the units to which those limited common elements were allocated or to their respective lien holders as their interests may appear; and

(d) The remainder of the proceeds shall be distributed to all the unit owners or lien holders as their interests may appear in proportion to the common element interests of all the unit owners.

If the unit owners vote not to rebuild any unit, that unit's allocated interests are automatically reallocated upon the vote as if the unit had been condemned and the Association promptly shall prepare, execute and record an amendment to the declaration reflecting the reallocations. Notwithstanding the provisions of this section, §1602-118 of the Maine Condominium Act governs the distribution of the insurance proceeds if the condominium is terminated.

(b) Immediately after a casualty causing damage to property for which the Board of Directors has the responsibility of maintenance and repair, the Board of Directors shall obtain reliable and detailed estimates of cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desire.

(c) The proceeds of insurance collected on account of casualty, and the sums received by the Board of Directors from collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair.

(d) Encroachments upon or in favor of units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by a unit owner upon whose property such encroachment exists. Such encroachments shall be allowed to continue in existence for so long as the building stands.

(e) In the event that there is any surplus of monies in the construction fund after the reconstruction or repair of the casualty damage has been fully completed and all costs paid, such sums may be retained by the Board of Directors as a reserve or may be used in the maintenance and operation of the Condominium property, or, in the discretion of the Board of Directors, it may be distributed to the unit owners and their mortgagees who are the beneficial owners of the fund. The action of the Board of Directors in proceeding to

repair or reconstruct damage shall not constitute a waiver of any rights against a member for committing willful or malicious damage.

ARTICLE VII
Liability of Officers

Section 7.01. Exculpation. No director or officer of the Association shall be liable for acts or defaults of any other office or members or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or gross negligence.

Section 7.02. Indemnification. Every director, officer, and member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been an officer or member of the Association whether or not he continues to be such director, officer or member of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or gross negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law or under the Declaration and shall inure to the benefit of the legal representative of such person.

ARTICLE VIII
Fiscal Year

Section 8.01. Fiscal Year. The fiscal year of the Association shall be such as may from time to time be established by the Board of Directors, but shall be calendar year unless otherwise established.

ARTICLE IX
Miscellaneous

Section 9.01. Notices. Except as otherwise specifically provided in these Bylaws, all notices hereunder shall be sent registered or certified mail to the Board of Directors, care of the managing agent, or if there be no managing agent, to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time by notice in writing to all Unit Owners and to all mortgagees of units. Except as otherwise specifically provided in these Bylaws, all notices to any Unit Owner shall be sent by registered or certified mail to the unit address or to such other address as may have been designated by them from time to time, in writing, to the

Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 9.02. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 9.03. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws, or the intent of any provision thereof.

Section 9.04. Gender. The use of masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 9.05. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur without enforcement.

ARTICLE X
Bylaws

Section 10.01. Amendment. These Bylaws may be amended at any duly called meeting of Unit Owners, provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment; (2) that the amendment shall be approved by Unit Owners holding eighty (80%) percent interest in the aggregate of the individual ownership and (3) that the amendment be approved in writing by the holders of first mortgages encumbering fifty-one (51%) percent of the undivided interest in the Common Elements subject to mortgages and by all mortgagees of Declarant on one or more units. If an amendment to these Bylaws is merely a correction of a technical error or the clarification of a statement, any first mortgage holder provided notice of such amendments shall be deemed to have approved same should said mortgage holder fail to respond within 30 days after having received notice of such amendment. No amendment will affect or impair the validity or priority of Unit Owners and holders of a mortgage encumbering a unit or units nor the validity or priority of any other proper liens, nor any rights or remedies of any mortgagee of Declarant under the terms of any mortgage on any one or more units. No amendment made to these Bylaws shall be contrary to Chapter 6 of Title 13-B of the Maine Revised Statutes.

Section 10.02. Conflict. In the event of any conflict between these Bylaws and the provisions of the Declaration or the Maine Condominium Act, the latter shall govern and apply.

ARTICLE XI
Association Records

Section 11.01. Copies. Upon request, the Association shall make available to all unit owners, lenders and eligible mortgage holders current copies of the Declaration, Bylaws, Rules and Regulations, Association books, records and financial statements. Copies shall be provided for reasonable copying fees not to exceed twenty-five cents ($0.25) per page or the actual costs of photocopying, whichever amount is greater.

SECTION 9

TECHNICAL CAPACITY OF THE APPLICANT

Section 9 – Technical Capacity of the Applicant

Gateway Development LLC is the developer of the project. Blaine Rich is the manager of the company, and he has been involved in the development and management of several properties in Windham including commercial properties on Commons Avenue and commercial Medical facilities located at 582 & 584 Roosevelt Trail .

DM Roma Consulting Engineers has been retained to perform Civil Engineering design and Land Permitting through the Town and State. The Licensed Professional Engineers at DM Roma have been designing land development projects for over 20 years and have extensive experience with Stormwater Management Design, Roadway and Utility engineering, Site grading, Erosion Control design, Engineering of on-site wastewater disposal systems, and regulatory permitting through local municipalities, the Maine Department of Environmental Protection, the Maine Department of Transportation, US Army Corps of Engineers and other affiliated agencies.

Survey, Inc. has been retained to perform Land Surveying services for the project. Bill Shippen is a Licensed Professional Land Surveyor with extensive experience in all aspects of land surveying and subdivision planning.

Mainely Soils LLC has been retained to perform subsurface soil evaluations and wetlands delineation. Alex Finamore is experienced in septic system design, wetland delineation, soils analysis and environmental permitting.

Mark Hampton Associates has been retained to perform soil classification in accordance with the standards required by the State of Maine for High Intensity Soil Surveys. Mark Hampton is a Licensed Soil Scientist and Licensed Site Evaluator in the State of Maine.

Custom Concepts, Inc. Architecture has been retained to provide architectural design of the buildings. Mike Richman is a Licensed Architect and has extensive experience in design and construction of multifamily residential buildings.

SECTION 10

CAPACITY OF EXISTING UTILITIES TO SERVE THE PROJECT

Section 10 – Capacity of Existing Utilities to Serve the Project

Potable Water – The existing 8-inch water main located in Turning Leaf Drive and Drive In Lane will be extended through the new roadway rights-of-way and connected to provide a looped system. The Portland Water District has reviewed our project plans and has provided an Ability to Serve Approval Letter that is contained in Section 18.

Fire Protection Water – The water main extension will include the installation of fire hydrants to provide fire protection water to the project. Sprinkler system water services will be provided to each building.

Electrical Service – Existing underground power is available on Turning Leaf Drive and Drive-In Lane to serve the proposed development. Primary electrical service will be extended through the project underground and will connect to pad-mounted transformers. Secondary electrical service will be installed underground from the transformers to the dwellings.

Wastewater Disposal – The project will connect to the new public sewer system that is currently under construction.

Natural Gas – Natural Gas is available in Turning Leaf Drive, and we have not yet decided if the project will utilize Natural Gas service.

Storm Drainage – The project manages stormwater flow internally with a discharge point at Ditch Brook. We are not proposing to connect into the municipal storm drain collection system.

SECTION 11

SOLID WASTE DISPOSAL

Section 11 – Solid Waste Disposal

Additional tree clearing will be required prior to site construction. Tree stumps will be hauled off site by the site contractor and disposed in accordance with all applicable regulations, or ground on-site to create erosion control mix. Brush will be burned or chipped.

During construction of the buildings, temporary on-site dumpsters will be placed on the property and emptied by a licensed waste hauling company.

On-site dumpsters are proposed in two locations. The dumpsters will be privately maintained and will be available for all residents of the project. We anticipate that the duplex residents will use individual toters for trash removal that will be contracted privately.

We do not anticipate that the project will create any hazardous solid waste that will require special treatment.

SECTION 12

SITE LIGHTING

Section 12 – Site Lighting

Pole-mounted lights will be installed throughout the parking lot areas and at the roadway intersections. Building-mounted lights will be installed near building entrances for security lighting. A lighting photometric plan has been prepared for the project and is attached for reference.

BEACON design . performance . technology

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

VIPER Area/Site

VIPER LUMINAIRE

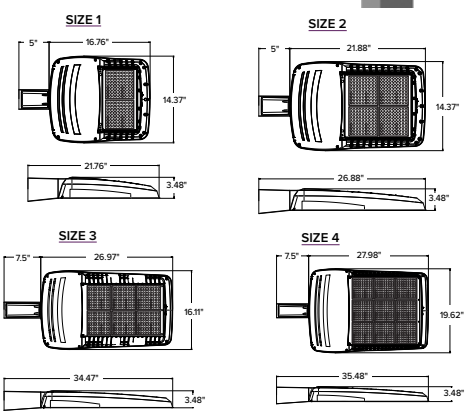
MICRO STRIKE | OPTICS STRIKE



FEATURES

- Low profile LED area/site luminaire with a variety of IES distributions for lighting applications such as auto dealership, retail, commercial, and campus parking lots
- Featuring two different optical technologies, Strike and Micro Strike Optics, which provide the best distribution patterns for retrofit or new construction
- Rated for high vibration applications including bridges and overpasses. All sizes are rated for 1.5G
- Control options including photo control, occupancy sensing, NX Lighting Controls™, LightGRID+ and 7-Pin with networked controls
- New customizable lumen output feature allows for the wattage and lumen output to be customized in the factory to meet whatever specification requirements may entail
- Field interchangeable mounting provides additional flexibility after the fixture has shipped

c UL us IP65 DLC LISTED DLC LISTED PREMIUM ida DARK SKY APPROVED 2016 BAA TAA



CONTROL TECHNOLOGY

NX CONNECT NX WIRED NX WIRELESS LIGHTGRID

SERVICE PROGRAMS

STOCK QS10

SPECIFICATIONS

CONSTRUCTION

- Die-cast housing with hidden vertical heat fins are optimal for heat dissipation while keeping a clean smooth outer surface
- Corrosion resistant, die-cast aluminum housing with 1000 hour powder coat paint finish
- External hardware is corrosion resistant

OPTICS

- Micro Strike Optics (160, 320, 480, or 720 LED counts) maximize uniformity in applications and come standard with mid-power LEDs which evenly illuminate the entire luminous surface area to provide a low glare appearance. Catalog logic found on page 2
- Strike Optics (36, 72, 108, or 162 LED counts) provide best in class distributions and maximum pole spacing in new applications with high powered LEDs. Strike optics are held in place with a polycarbonate bezel to mimic the appearance of the Micro Strike Optics so both solutions can be combined on the same application. Catalog logic found on page 3
- Both optics maximize target zone illumination with minimal losses at the house-side, reducing light trespass issues. Additional backlight control shields and house side shields can be added for further reduction of illumination behind the pole
- One-piece silicone gasket ensures a weatherproof seal
- Zero up-light at 0 degrees of tilt
- Field rotatable optics

INSTALLATION

- Mounting patterns for each arm can be found on page 11
- Optional universal mounting block for ease of installation during retrofit applications. Available as an option (ASQU) or accessory for square and round poles
- All mounting hardware included
- Knuckle arm fitter option available for 2-3/8" OD tenon
- For products with EPA less than 1 mounted to a pole greater that 20ft, a vibration damper is recommended

ELECTRICAL

- Universal 120-277 VAC or 347-480 VAC input voltage, 50/60 Hz
- Ambient operating temperature -40˚C to 40˚C
- Drivers have greater than 90% power factor and less than 20% THD
- LED drivers have output power over-voltage, over-current protection and short circuit protection with auto recovery
- Field replaceable surge protection device provides 20kA protection meeting ANSI/ IEEE C62.41.2 Category C High and Surge Location Category C3; Automatically takes fixture off-line for protection when device is compromised
- Dual Driver option provides 2 drivers within luminaire but only one set of leads exiting the luminaire, where Dual Power Feed provides two drivers which can be wired independently as two sets of leads are extended from the luminaire. Both options cannot be combined

CONTROLS

- Photo control, occupancy sensor programmable controls, and Zigbee wireless controls available for complete on/off and dimming control
- Please consult brand or sales representative when combining control and electrical options as some combinations may not operate as anticipated depending on your application
- 7-pin ANSI C136.41-2013 photocontrol receptacle option available for twist lock photocontrols or wireless control modules (control accessories sold separately)

CONTROLS (CONTINUED)

- 0- 10V Dimming Drivers are standard and dimming leads are extended out of the luminaire unless control options require connection to the dimming leads. Must specify if wiring leads are to be greater than the 6" standard
- NX Lighting Controls™ available with in fixture wireless control module, features dimming and occupancy sensor
- LightGRID+ available with in fixture wireless control module, features dimming and occupancy sensor. Also available in 7-pin configuration

	EPA				
	VP1 (Size 1)	VP2 (Size 2)	VP3 (Size 3)	VP4 (Size 4)	Config.
Single Fixture	0.454	0.555	0.655	0.698	
Two at 180	0.908	1.110	1.310	1.396	
Two at 90	0.583	0.711	0.857	0.948	
Three at 90	1.037	1.266	1.512	1.646	
Three at 120	0.943	1.155	1.392	1.680	
Four at 90	1.166	1.422	1.714	1.896	

CERTIFICATIONS

- DLC® (DesignLights Consortium Qualified), with some Premium Qualified configurations. Not all product variations listed in this document are DLC® qualified. Refer to http://www.designlights.org for the most up-to-date list.
- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations and 40˚C ambient temperatures
- 1.5 G rated for ANSI C136.31 high vibration applications
- Fixture is IP65 rated
- Meets IDA recommendations using 3K CCT configuration at 0 degrees of tilt
- This product meets federal procurement law requirements under the Buy American Act (FAR 52.225-9) and Trade Agreements Act (FAR 52.225-11). See Buy America(n) Solutions (link to https://www.currentlighting.com/resources/america-solutions).

WARRANTY

- 5 year warranty

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All values are design or typical values when measured under laboratory conditions.

BEACON
design . performance . technology

DATE: LOCATION:
TYPE: PROJECT:
CATALOG #:

VIPER Area/Site
VIPER LUMINAIRE

STRIKE OPTIC – ORDERING GUIDE

Example: VP–ST–1–36L-39–3K7–2–UNV–A–BLT

CATALOG #

VP –

Series	Optic Platform	Size	Light Engine	CCT/CRI	Distribution	Optic Rotation	Voltage
VP Viper	**ST** Strike	**1** Size 1	**36L-39** [8] 5500 lumens	**AM** monochromatic amber, 595nm	**FR** Auto Front Row	**BLANK** No Rotation	**UNV** 120-277V
			36L-55 [8] 7500 lumens	**27K8** 2700K, 80 CRI	**2** Type 2	**L** Optic rotation left	**120** 120V
			36L-85 10000 lumens	**3K7** 3000K, 70 CRI	**3** Type 3	**R** Optic rotation right	**208** 208V
			36L-105 12500 lumens	**3K8** 3000K, 80 CRI	**4F** Type 4 Forward		**240** 240V
			36L-120 14000 lumens	**3K9** 3000K, 90 CRI	**4W** Type 4 Wide		**277** 277V
		2 Size 2	**72L-115** 15000 lumens	**35K8** 3500K, 80 CRI	**5QN** Type 5 Square Narrow		**347** 347V
			72L-145 18000 lumens	**4K7** 4000K, 70 CRI	**5QW** Type 5 Square Wide		**480** 480V
			72L-180 21000 lumens	**4K8** 4000K, 80 CRI	**5QM** Type 5 Square Medium		
			72L-210 24000 lumens	**4K9** 4000K, 90 CRI	**5W** Type 5 Wide (Round)		
			72L-240 27000 lumens	**5K7** 5000K, 70 CRI	**5RW** Type 5 Rectangular		
		3 Size 3	**108L-215** [8] 27000 lumens	**5K8** 5000K, 80 CRI	**C** Corner Optic		
			108L-250 30000 lumens		**TC** Tennis Court Optic		
			108L-280 33000 lumens				
			108L-325 36000 lumens				
			108L-365 40000 lumens				
		4 Size 4	**162L-320** 40000 lumens				
			162L-365 [10] 44000 lumens				
			162L-405 48000 lumens				
			162L-445 52000 lumens				
			162L-485 55000 lumens				
			162L-545 [8] 60000 lumens				
			CLO Custom Lumen Output [1]				

–

Mounting	Color	Options
A Arm mount for square pole/flat surface	**BLT** Black Matte Textured	**F** Fusing
A_ Arm mount for round pole [3]	**BLS** Black Gloss Smooth	**E** Battery Backup [1,2,7,8,9]
ASQU Universal arm mount for square pole	**DBT** Dark Bronze Matte Textured	**2PF** Dual Power Feed
A_U Universal arm mount for round pole [3]	**DBS** Dark Bronze Gloss Smooth	**2DR** Dual Driver
AAU Adjustable arm for pole mounting (universal drill pattern)	**GTT** Graphite Matte Textured	**TE** Tooless Entry
AA_U Adjustable arm mount for round pole [3]	**LGS** Light Grey Gloss Smooth	**BC** Backlight Control
ADU Decorative upswept Arm (universal drill pattern)	**LGT** Light Grey Gloss Textured	**TB** Terminal Block
AD_U Decorative upswept arm mount for round pole [3]	**PSS** Platinum Silver Smooth	
MAF Mast arm fitter for 2-3/8" OD horizontal arm	**WHT** White Matte Textured	
K Knuckle	**WHS** White Gloss Smooth	
T Trunnion	**VGT** Verde Green Textured	
WB Wall Bracket, horizontal tenon with MAF	**Color Option**	
WM Wall mount bracket with decorative upswept arm	**CC** Custom Color	
WA Wall mount bracket with adjustable arm		

Network Control Options	
NXWS16F	NX Networked Wireless Enabled Integral NXSMP2-LMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming [1,4,5]
NXWS40F	NX Networked Wireless Enabled Integral NXSMP2-HMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming [1,4,5]
NXW	NX Networked Wireless Radio Module NXRM2 and Bluetooth Programming, without Sensor [4,5]
WIR	LightGRID+ In-Fixture Module [4,5]
WIRSC	LightGRID+ Module and Occupancy Sensor [4,5]
Stand Alone Sensors	
BTS-14F	Bluetooth® Programmable, BTSMP-LMO PIR Occupancy Sensor with Automatic Dimming Photocell and 360° Lens
BTS-40F	Bluetooth® Programmable, BTSMP-HMO PIR Occupancy Sensor with Automatic Dimming® Photocell and 360° Lens
BTSO-12F	Bluetooth® Programmable, BTSMP-OMNI-O PIR Occupancy Sensor with Automatic Dimming Photocell and 360° Lens
7PR	7-Pin Receptacle [4]
7PR-SC	7-Pin Receptacle with shorting cap [4]
3PR	3-Pin twist lock [4]
3PR-SC	3-Pin receptacle with shorting cap [4]
3PR-TL	3-Pin PCR with photocontrol [4]
Programmed Controls	
SCP-_F	Sensor Control Programmable, 8F or 40F [11]
ADD	AutoDim Timer Based Dimming [4]
ADT	AutoDim Time of Day Dimming [4]
Photocontrols	
PC	Button Photocontrol [4,7]

1 – Items with a grey background can be done as a custom order. Contact brand representative for more information
2 – Battery temperature rating -20C to 55C
3 – Replace "_" with "3" for 3.5"-4.13" OD pole, "4" for 4.18"-5.25" OD pole, "5" for 5.5"-6.5" OD pole
4 – Networked Controls cannot be combined with other control options
5 – Not available with 2PF option
6 – Not available with 480V
7 – Not available with 347 or 480V
8 – Not available with Dual Driver option
9 – Only available in Size 1 housing, up to 105 Watts
10 – Some voltage restrictions may apply when combined with controls
11 – At least one SCPREMOTE required to program SCP motion sensor. Must select 8ft or 40ft.

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DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

VIPER Area/Site

VIPER LUMINAIRE

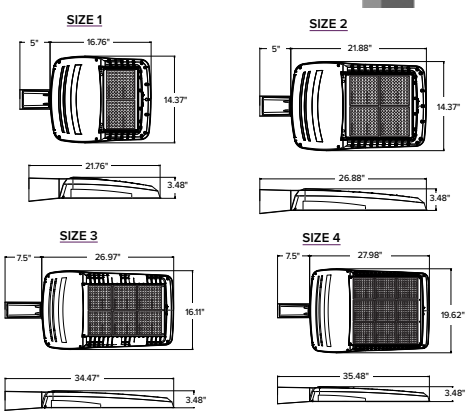
MICRO STRIKE | OPTICS STRIKE



FEATURES

- Low profile LED area/site luminaire with a variety of IES distributions for lighting applications such as auto dealership, retail, commercial, and campus parking lots
- Featuring two different optical technologies, Strike and Micro Strike Optics, which provide the best distribution patterns for retrofit or new construction
- Rated for high vibration applications including bridges and overpasses. All sizes are rated for 1.5G
- Control options including photo control, occupancy sensing, NX Lighting Controls™, LightGRID+ and 7-Pin with networked controls
- New customizable lumen output feature allows for the wattage and lumen output to be customized in the factory to meet whatever specification requirements may entail
- Field interchangeable mounting provides additional flexibility after the fixture has shipped

c UL us IP65 DLC LISTED DLC LISTED PREMIUM ida DARK SKY APPROVED 2016 BAA TAA



CONTROL TECHNOLOGY

CONNECT WIRED WIRELESS LIGHTGRID

SERVICE PROGRAMS

STOCK QS10

SPECIFICATIONS

CONSTRUCTION

- Die-cast housing with hidden vertical heat fins are optimal for heat dissipation while keeping a clean smooth outer surface
- Corrosion resistant, die-cast aluminum housing with 1000 hour powder coat paint finish
- External hardware is corrosion resistant

OPTICS

- Micro Strike Optics (160, 320, 480, or 720 LED counts) maximize uniformity in applications and come standard with mid-power LEDs which evenly illuminate the entire luminous surface area to provide a low glare appearance. Catalog logic found on page 2
- Strike Optics (36, 72, 108, or 162 LED counts) provide best in class distributions and maximum pole spacing in new applications with high powered LEDs. Strike optics are held in place with a polycarbonate bezel to mimic the appearance of the Micro Strike Optics so both solutions can be combined on the same application. Catalog logic found on page 3
- Both optics maximize target zone illumination with minimal losses at the house-side, reducing light trespass issues. Additional backlight control shields and house side shields can be added for further reduction of illumination behind the pole
- One-piece silicone gasket ensures a weatherproof seal
- Zero up-light at 0 degrees of tilt
- Field rotatable optics

INSTALLATION

- Mounting patterns for each arm can be found on page 11
- Optional universal mounting block for ease of installation during retrofit applications. Available as an option (ASQU) or accessory for square and round poles
- All mounting hardware included
- Knuckle arm fitter option available for 2-3/8" OD tenon
- For products with EPA less than 1 mounted to a pole greater that 20ft, a vibration damper is recommended

ELECTRICAL

- Universal 120-277 VAC or 347-480 VAC input voltage, 50/60 Hz
- Ambient operating temperature -40˚C to 40˚C
- Drivers have greater than 90% power factor and less than 20% THD
- LED drivers have output power over-voltage, over-current protection and short circuit protection with auto recovery
- Field replaceable surge protection device provides 20kA protection meeting ANSI/ IEEE C62.41.2 Category C High and Surge Location Category C3; Automatically takes fixture off-line for protection when device is compromised
- Dual Driver option provides 2 drivers within luminaire but only one set of leads exiting the luminaire, where Dual Power Feed provides two drivers which can be wired independently as two sets of leads are extended from the luminaire. Both options cannot be combined

CONTROLS

- Photo control, occupancy sensor programmable controls, and Zigbee wireless controls available for complete on/off and dimming control
- Please consult brand or sales representative when combining control and electrical options as some combinations may not operate as anticipated depending on your application
- 7-pin ANSI C136.41-2013 photocontrol receptacle option available for twist lock photocontrols or wireless control modules (control accessories sold separately)

CONTROLS (CONTINUED)

- 0- 10V Dimming Drivers are standard and dimming leads are extended out of the luminaire unless control options require connection to the dimming leads. Must specify if wiring leads are to be greater than the 6" standard
- NX Lighting Controls™ available with in fixture wireless control module, features dimming and occupancy sensor
- LightGRID+ available with in fixture wireless control module, features dimming and occupancy sensor. Also available in 7-pin configuration

	EPA				
	VP1 (Size 1)	VP2 (Size 2)	VP3 (Size 3)	VP4 (Size 4)	Config.
Single Fixture	0.454	0.555	0.655	0.698	
Two at 180	0.908	1.110	1.310	1.396	
Two at 90	0.583	0.711	0.857	0.948	
Three at 90	1.037	1.266	1.512	1.646	
Three at 120	0.943	1.155	1.392	1.680	
Four at 90	1.166	1.422	1.714	1.896	

CERTIFICATIONS

- DLC® (DesignLights Consortium Qualified), with some Premium Qualified configurations. Not all product variations listed in this document are DLC® qualified. Refer to http://www.designlights.org for the most up-to-date list.
- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations and 40˚C ambient temperatures
- 1.5 G rated for ANSI C136.31 high vibration applications
- Fixture is IP65 rated
- Meets IDA recommendations using 3K CCT configuration at 0 degrees of tilt
- This product meets federal procurement law requirements under the Buy American Act (FAR 52.225-9) and Trade Agreements Act (FAR 52.225-11). See Buy America(n) Solutions (link to https://www.currentlighting.com/resources/america-solutions).

WARRANTY

- 5 year warranty

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DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

VIPER Area/Site

VIPER LUMINAIRE

STRIKE OPTIC – ORDERING GUIDE

Example: VP–ST–1–36L-39–3K7–2–UNV–A–BLT

CATALOG #

VP –

Series	Optic Platform	Size	Light Engine		CCT/CRI		Distribution		Optic Rotation		Voltage	
VP Viper	**ST** Strike	**1** Size 1	**36L-39** [8]	5500 lumens	**AM**	monochromatic amber, 595nm	**FR**	Auto Front Row	**BLANK** No Rotation		**UNV**	120-277V
			36L-55 [8]	7500 lumens	**27K8**	2700K, 80 CRI	**2**	Type 2	**L**	Optic rotation left	**120**	120V
			36L-85	10000 lumens	**3K7**	3000K, 70 CRI	**3**	Type 3	**R**	Optic rotation right	**208**	208V
			36L-105	12500 lumens	**3K8**	3000K, 80 CRI	**4F**	Type 4 Forward			**240**	240V
			36L-120	14000 lumens	**3K9**	3000K, 90 CRI	**4W**	Type 4 Wide			**277**	277V
		2 Size 2	**72L-115**	15000 lumens	**35K8**	3500K, 80 CRI	**5QN**	Type 5 Square Narrow			**347**	347V
			72L-145	18000 lumens	**4K7**	4000K, 70 CRI	**5QW**	Type 5 Square Wide			**480**	480V
			72L-180	21000 lumens	**4K8**	4000K, 80 CRI	**5QM**	Type 5 Square Medium				
			72L-210	24000 lumens	**4K9**	4000K, 90 CRI	**5W**	Type 5 Wide (Round)				
			72L-240	27000 lumens	**5K7**	5000K, 70 CRI	**5RW**	Type 5 Rectangular				
		3 Size 3	**108L-215** [8]	27000 lumens	**5K8**	5000K, 80 CRI	**C**	Corner Optic				
			108L-250	30000 lumens			**TC**	Tennis Court Optic				
			108L-280	33000 lumens								
			108L-325	36000 lumens								
			108L-365	40000 lumens								
		4 Size 4	**162L-320**	40000 lumens								
			162L-365 [10]	44000 lumens								
			162L-405	48000 lumens								
			162L-445	52000 lumens								
			162L-485	55000 lumens								
			162L-545 [8]	60000 lumens								
			CLO	Custom Lumen Output [1]								

Mounting		Color		Options		Network Control Options	
A	Arm mount for square pole/flat surface	**BLT**	Black Matte Textured	**F**	Fusing	**NXWS16F**	NX Networked Wireless Enabled Integral NXSMP2-LMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming [1,4,5]
A_	Arm mount for round pole [3]	**BLS**	Black Gloss Smooth	**E**	Battery Backup [1,2,7,8,9]	**NXWS40F**	NX Networked Wireless Enabled Integral NXSMP2-HMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming [1,4,5]
ASQU	Universal arm mount for square pole	**DBT**	Dark Bronze Matte Textured	**2PF**	Dual Power Feed	**NXW**	NX Networked Wireless Radio Module NXRM2 and Bluetooth Programming, without Sensor [4,5]
A_U	Universal arm mount for round pole [3]	**DBS**	Dark Bronze Gloss Smooth	**2DR**	Dual Driver	**WIR**	LightGRID+ In-Fixture Module [4,5]
AAU	Adjustable arm for pole mounting (universal drill pattern)	**GTT**	Graphite Matte Textured	**TE**	Tooless Entry	**WIRSC**	LightGRID+ Module and Occupancy Sensor [4,5]
AA_U	Adjustable arm mount for round pole [3]	**LGS**	Light Grey Gloss Smooth	**BC**	Backlight Control	**Stand Alone Sensors**	
ADU	Decorative upswept Arm (universal drill pattern)	**LGT**	Light Grey Gloss Textured	**TB**	Terminal Block	**BTS-14F**	Bluetooth® Programmable, BTSMP-LMO PIR Occupancy Sensor with Automatic Dimming Photocell and 360° Lens
AD_U	Decorative upswept arm mount for round pole [3]	**PSS**	Platinum Silver Smooth			**BTS-40F**	Bluetooth® Programmable, BTSMP-HMO PIR Occupancy Sensor with Automatic Dimming® Photocell and 360° Lens
MAF	Mast arm fitter for 2-3/8" OD horizontal arm	**WHT**	White Matte Textured			**BTSO-12F**	Bluetooth® Programmable, BTSMP-OMNI-O PIR Occupancy Sensor with Automatic Dimming Photocell and 360° Lens
K	Knuckle	**WHS**	White Gloss Smooth			**7PR**	7-Pin Receptacle [4]
T	Trunnion	**VGT**	Verde Green Textured			**7PR-SC**	7-Pin Receptacle with shorting cap [4]
WB	Wall Bracket, horizontal tenon with MAF	**Color Option**				**3PR**	3-Pin twist lock [4]
WM	Wall mount bracket with decorative upswept arm	**CC**	Custom Color			**3PR-SC**	3-Pin receptacle with shorting cap [4]
WA	Wall mount bracket with adjustable arm					**3PR-TL**	3-Pin PCR with photocontrol [4]
						Programmed Controls	
						SCP-_F	Sensor Control Programmable, 8F or 40F [11]
						ADD	AutoDim Timer Based Dimming [4]
						ADT	AutoDim Time of Day Dimming [4]
						Photocontrols	
						PC	Button Photocontrol [4,7]

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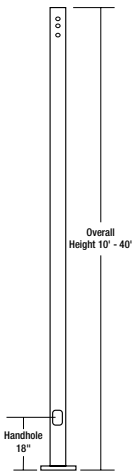
DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

SSS-B Series Poles

SQUARE STRAIGHT STEEL



APPLICATIONS

- Lighting installations for side and top mounting of luminaires with effective projected area (EPA) not exceeding maximum allowable loading of the specified pole in its installed geographic location

CONSTRUCTION

- SHAFT: One-piece straight steel with square cross section, flat sides and minimum 0.23" radius on all corners; Minimum yield of 46,000 psi (ASTM-A500, Grade B); Longitudinal weld seam to appear flush with shaft side wall; Steel base plate with axial bolt circle slots welded flush to pole shaft having minimum yield of 36,000 psi (ASTM A36)
- BASE COVER: Two-piece square aluminum base cover included standard
- POLE CAP: Pole shaft supplied with removable cover when applicable; Tenon and post-top configurations also available
- HAND HOLE: Rectangular 3x5 steel hand hole frame (2.38" x 4.38" opening); Mounting provisions for grounding lug located behind gasketed cover
- ANCHOR BOLTS: Four galvanized anchor bolts provided per pole with minimum yield of 55,000 psi (ASTM F1554). Galvanized hardware with two washers and two nuts per bolt for leveling

  Anchor bolt part numbers: 3/4 x 30 x 3 — TAB-30-M38

  1 x 36 x 4 — TAB-36-M38

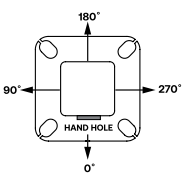
FINISH

- Durable thermoset polyester powder coat paint finish with nominal 3.0 mil thickness
- Powder paint prime applied over “white metal” steel substrate cleaned via mechanical shot blast method
- Decorative finish coat available in multiple standard colors; Custom colors available; RAL number preferable

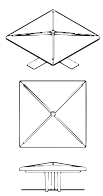
WAREHOUSE ‘STOCKED’ POLES:

- SSSH20-40A-4-HV-DB-RDC, SSSH25-40A-4-HV-DB-RDC and SSSH30-50B-4-HV-DB-RDC
- The HV designation in the above catalog numbers is a combination drill pattern of the Current S2 pattern and the Beacon B3/B4 Viper pattern (rectangular arm mounting)

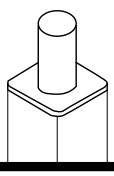
BASE



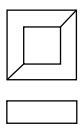
POLE CAP



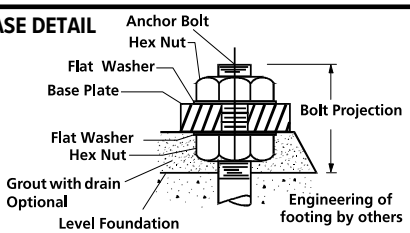
TENON



BASE COVER



BASE DETAIL



ORDERING INFORMATION

Reference page 2 for available configurations

ORDERING EXAMPLE:

SSS -B - 25 - 40 - A/B/C - 2L - B3 - BLT - UL

SERIES

SSS-B Square Straight Steel Pole Beacon

HEIGHT

Reference page 2 Ordering matrix

20

SHAFT

Reference page 2 Ordering matrix

40

THICKNESS

Reference page 2 Ordering matrix

A - .125" Wall
B - .188" Wall
C - .250" Wall

MOUNTING

1 Single arm mount
2 Two fixtures at 180˚
2L Two fixtures at 90˚
3T Three fixtures at 90˚
4 Four fixtures at 90˚
TA Tenon (2.38" OD x 4" Tall)
TB Tenon (2.88" OD x 4" Tall)
TC Tenon (3.5" OD x 6" Tall)
TR[1] Removable Tenon (2.375 x 4.25)
OT Open Top (includes pole cap)

FINISH

BLT Black Matte Textured
BLS Black Gloss Smooth
DBT Dark Bronze Matte Textured
DBS Dark Bronze Gloss Smooth
GTT Graphite Matte Textured
LGT Light Grey Gloss Textured
LGS Light Grey Gloss Smooth
PSS Platinum Silver Smooth
WHT White Matte Textured
WHS White Gloss Smooth
VGT Verde Green Textured

Color Option

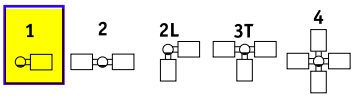
CC Custom Color

OPTIONS

GFI[2] 20 Amp GFCI Receptacle and Cover
EHH[2] Extra Handhole
C05[2] .5” Coupling
C07[2] .75” Coupling
C20[2] 2” Coupling
MPB[2] Mid-pole Luminaire Bracket
VM1[3] 1st mode vibration damper
VM2 2nd mode vibration damper
LAB Less Anchor Bolts
UL UL Certified

MOUNTING ORIENTATION

Denotes handhole location



DRILL PATTERN

B1 Cruzer, “AM” arm
B3 2 bolt (2-½” spacing), Viper “A” arm
S2 2 bolt (3-½” spacing), Viper “AD” arm
UDP Universal Drill Pattern

1 Removable tenon used in conjunction with side arm mounting. First specify desired arm configuration followed by the **“TR”** notation. Example: **SSS-B-25-40-A-1-B1-TR-BBT**
2 Specify option location using logic found on page 2 **(Option Orientation)**
3 VM1 recommended on poles 20' and taller with EPA of less than 1.

ACCESSORIES - Order Separately

Catalog Number	Description
VM2SXX	2nd mode vibration damper

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SSS-B Series Poles

SQUARE STRAIGHT STEEL

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

ORDERING INFORMATION Cont.

Catalog Number	Height		Nominal Shaft Dimensions	Wall Thickness	Bolt Circle (suggested)	Bolt Circle (range)	Bolt Square (range)	Base Plate Square	Anchor bolt size	Bolt Projection	Pole weight
	Feet	Meters									
SSS-B-10-40-A-XX-XX	10	3.0	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	77
SSS-B-12-40-A-XX-XX	12	3.7	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	90
SSS-B-14-40-A-XX-XX	14	4.3	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	103
SSS-B-16-40-A-XX-XX	16	4.9	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	116
SSS-B-18-40-A-XX-XX	18	5.5	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	129
SSS-B-20-40-A-XX-XX	20	6.1	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	142
SSS-B-25-40-A-XX-XX	25	7.6	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	175
SSS-B-14-40-B-XX-XX	14	4.3	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	152
SSS-B-16-40-B-XX-XX	16	4.9	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	171
SSS-B-18-40-B-XX-XX	18	5.5	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	190
SSS-B-20-40-B-XX-XX	20	6.1	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	209
SSS-B-25-40-B-XX-XX	25	7.6	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	257
SSS-B-30-40-B-XX-XX	30	9.1	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	304
SSS-B-16-50-B-XX-XX	16	4.9	5" square	.188"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	219
SSS-B-18-50-B-XX-XX	18	5.5	5" square	.188"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	243
SSS-B-20-50-B-XX-XX	20	6.1	5" square	.188"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	267
SSS-B-25-50-B-XX-XX	25	7.6	5" square	.188"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	327
SSS-B-30-50-B-XX-XX	30	9.1	5" square	.188"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	387
SSS-B-25-50-C-XX-XX	25	7.6	5" square	.25"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	427
SSS-B-30-50-C-XX-XX	30	9.1	5" square	.25"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	507
SSS-B-20-60-B-XX-XX	20	6.1	6" square	.188"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1" x 36" x 4"	4.5	329
SSS-B-25-60-B-XX-XX	25	7.6	6" square	.188"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1" x 36" x 4"	4.5	404
SSS-B-30-60-B-XX-XX	30	9.1	6" square	.188"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1" x 36" x 4"	4.5	479
SSS-B-35-60-B-XX-XX	35	10.7	6" square	.188"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1" x 36" x 4"	4.5	554
SSS-B-40-60-B-XX-XX	40	12.2	6" square	.188"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1" x 36" x 4"	4.5	629

NOTE Factory supplied template must be used when setting anchor bolts. Beacon Products will deny any claim for incorrect anchorage placement resulting from failure to use factory supplied template and anchor bolts.

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PLAN VIEW

NOTES:
1) EXACT MOUNTING DETAILS TO BE DETERMINED AT JOBSITE BY OTHERS.
2) CALCULATIONS MAY or MAY NOT SHOW THE EFFECT OF SHADOWING CAUSED BY BUILDINGS AND OBJECTS WITHIN THE CALCULATED SPACE OR IN THE SITE AREA.
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Calculation Summary					
Label	**Avg**	**Max**	**Min**	**Avg/Min**	**Max/Min**
SITE	0.41	6.2	0.0	N.A.	N.A.
PARK 1	0.94	1.8	0.2	4.70	9.00
PARK 2	1.14	2.0	0.3	3.80	6.67
PARK 3	0.88	2.2	0.2	4.40	11.00

Luminaire Schedule (note fixture catalogue numbers are not complete)						
Type	**Qty**	**Lum. Lumens**	**LLF**	**Lum. Watts**	**Description**	**Mounting Height**
A2	6	9221	0.900	83.6	VP-ST-1-36L-85-3K7-2	20
B4	2	8085	0.900	83.6	TWIN VP-ST-1-36L-85-3K7-4W	20
A4	8	8085	0.900	83.6	VP-1-36L-85-3K7-4W	20

site ltg 10-4-24.AGI

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TITLE

TURNING LEAF HEIGHTS
WINDHAM, ME
SITE LIGHTING LAYOUT

Date:10/4/2024

GENERATED FOR:
GATEWAY DEV
DM ROMA

SCALE NOT TO SCALE

Page 1 of 1

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SECTION 13

SITE LANDSCAPING

Section 13 – Site Landscaping

Proposed landscaping is shown on the Site Plans for each lot, and each plan includes a key identifying the species and number of plantings on each lot. The landscaping plan includes a combination of street trees and decorative plantings around the structures. A substantial natural tree buffer will be maintained on Lot 6 that is adjacent to Ditch Brook.

SECTION 14

VEHICLE TRAFFIC

Barton & Loguidice

TRAFFIC IMPACT STUDY

FOR PROPOSED

TURNING LEAF HEIGHTS

Turning Leaf Drive, Windham, Maine

Prepared For: **DM Roma Consulting Engineers**

Prepared By: **Barton & Loguidice**

Date: **May 15, 2026**

2452.006.001

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Residential Development

Turning Leaf Drive, Windham, Maine

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APPENDIX 18

1 INTRODUCTION

The applicant is proposing the development of 96 multi-family dwelling units and 32 attached townhouse-style dwelling units on Turning Leaf Drive in the Town of Windham. Refer to Image 1A for the project's location. Primary access to the development site will be provided via the unsignalized intersection of US 302 and Drive In Lane. Exit-only access from the site will be provided via the Turning Leaf Drive approach at the signalized US 302 intersection. The developments internal access roadway to Turning Leaf Drive will be designed as a one-way exit-only roadway and will not add any entering trips to Turning Leaf Drive at the US 302 intersection.

The purpose of this traffic impact study is to examine existing traffic conditions in the general vicinity of the development site, estimate the total number of site trips generated by the project, and determine whether the existing transportation system can safely accommodate the added traffic generated by the project.

Image 1A Proposed Development Site



2 EXISTING CONDITIONS

2.1 Existing Development Site

The existing development site is vacant.

2.2 Study Intersections

For the purposes of this study, we have identified the signalized intersection of US 302, River Road, and Turning Leaf Drive, and the unsignalized intersection of US 302 and Drive In Lane as our study intersections. In this study, the intersections will be analyzed during the weekday morning and evening commuter peak hours.

2.3 Existing Traffic Conditions

MaineDOT collected a turning movement count at the intersection of US 302, River Road, and Turning Leaf Drive on Tuesday, July 23, 2024. All traffic entering the intersection was recorded in 15-minute intervals for 24 hours. In this study, we will be analyzing traffic conditions during the commuter AM and PM peak hours. One (1) hour between 7 and 9 AM, and 1 hour between 3 and 6 PM. A review of MaineDOT's count data shows that the commuter peak hours begin at 7:45 AM and 3:30 PM. Peak hour summaries are attached in *Section A of the appendix*.

Turning movement counts were recorded at the intersection of US 302 and Drive In Lane on February 4 and February 5, 2026. All traffic entering the intersection was recorded in 15-minute intervals between the hours of 7 and 9 AM and 3 and 6 PM. A review of the two weekday counts shows that the peak hour traffic volumes entering and exiting Drive In Lane are similar on both days. We have used the AM counts recorded on the 4th and the PM counts recorded on the 5th. The AM and PM peak hours for the Drive In Lane approach begin at 8 AM and 3:30 PM.

In the Traffic Review Memorandum dated 3/3/2026, the peer reviewer suggested that the AM peak hour for Drive In Lane appears to begin around 8:30 AM and continue thereafter. To confirm, we collected a supplemental turning movement count at the intersection of US 302 and Drive In Lane. All traffic entering and exiting the intersection was recorded in 15-minute intervals between 9 AM and 12 PM on March 10, 2026. The turning movement count shows that the overall AM peak hour begins at 10:45 AM. During the 10:45 AM peak hour, 19 cars entered Drive In Lane (13 from the north, 6 from the south) and 14 cars exited Drive In Lane (6 to the south and 8 to the north). The count is attached in *Section A of the appendix*.

Figure 1, attached in *Section A of the appendix*, illustrates the peak hour turning movement counts. At the intersection of US 302 and Drive In Lane, the illustrated turning volumes were recorded on February 5, 2026, and the through volumes were collected on July 23, 2024, at the adjacent intersection of US 302 and River Road, and were transposed to the intersection

We have confirmed that all uses on Drive In Lane were occupied and active at the times of the Drive In Lane turning movement counts.

Between 2024 and 2026, in general, each unit in the Turning Leaf Drive plaza has been occupied. There have been brief periods when renovations were being conducted on an individual unit, and there has been turnover in tenants, both external and internal; however, within this period, there have been no

major vacancies, and the major trip generators, such as the restaurant and the day care, have remained operational.

3 BACKGROUND TRAFFIC

3.1 Seasonal Adjustments

The turning movement counts recorded at the intersection of US 302, River Road, and Turning Leaf Drive were collected during the peak summer month of July, and do not require a seasonal adjustment to reflect the "peak" travel conditions typically found during the summer months.

Drive In Lane is a dead-end roadway that serves 3 commercial uses: a bank, an auto dealer, and a medical facility. The existing trips entering and exiting Drive In Lane are site-generated trips and are not expected to fluctuate seasonally. Accordingly, no seasonal adjustments will be applied to the volumes entering and exiting Drive In Lane.

3.2 Future Traffic Growth

This traffic study has been prepared based on a projected build-out year of 2027. MaineDOT's historic traffic volumes show that within recent history, traffic volumes on US 302 have increased by less than 0.5% annually, and that the volumes on River Road have increased by 2.9% annually. Accordingly, an annual adjustment of 1% will be applied to the US 302 volumes, and an annual adjustment of 2.9% will be applied to the River Road volumes.

Figure 2, attached in *Section A of the appendix,* depicts the 2027 design hour traffic volumes. This figure has been prepared by applying the annual adjustments to the peak hour traffic volumes shown in Figure 1.

3.3 Other Development Traffic

The Town of Windham Planning Department has been contacted and was requested to identify all approved other development projects whose trips may have an impact on the study intersections. The planning department has identified 3 projects whose trips may impact the study area:

- Windham Village Apartments: 172 Residential Units (approved and under construction)
- Franklin Drive Apartments & Hotel: 306 Residential Units and a 120 Room Hotel (In Review)
- Vintage Drive Apartments: 30 Residential Units (Approved and recently completed)

Accordingly, we will include the other development trips generated by the Windham Village Apartments and Vintage Drive Apartments. The trips generated by the Franklin Drive project have been excluded from this study, as the project is under review. The trip generation calculations are provided below:

Table 3A
ITE Trip Generation Calculations

Land Use	**Multifamily Housing (Low-Rise) Not Close to Rail Transit - LUC 220**						
Time Period	**Dwelling Units (X)**	**R^2**	**Fitted Curve Equation/Avg. Rate**	**Trips Generated (T)**	**Distribution Entering / Exiting**	**Enter**	**Exit**
AM Weekday Peak Hour (Street)	172	0.79	0.40	69	24% / 76%	17	52
PM Weekday Peak Hour (Street)	172	0.84	T = .43(X) + 20.55	95	63% / 37%	60	35

Table 3B ITE Trip Generation Calculations						
Land Use	**Multifamily Housing (Low-Rise) Not Close to Rail Transit - LUC 220**					
Time Period	**Dwelling Units**	**Avg. Trip Gen. Rate Trips/Dwelling Units**	**Trips Generated**	**Distribution Entering / Exiting**	**Enter**	**Exit**
AM Weekday Peak Hour (Street)	30	0.40	12	24% / 76%	3	9
PM Weekday Peak Hour (Street)	30	0.51	15	63% / 37%	9	6

3.4 Other Development Trip Assignment

The trips generated by the two other development sites have been assigned through the study intersections following the traffic patterns shown in Figure 1. The Windham Village Apartment trips have been assigned to the study area using MaineDOT's turning movement count that was collected at the intersection of SR 35 and US 302 on July 23, 2024. The other development trip assignment is shown in **Figure 3**, attached in *Section A of the appendix*.

3.5 2027 Pre-Development Traffic

The 2027 pre-development traffic volumes are shown in **Figure 4**, attached in *Section A of the appendix*. The figure has been prepared by combining Figures 2 and 3.

4 PROPOSED CONDITIONS

4.1 Development

The applicant is proposing the development of 96 multi-family dwelling units and 32 attached townhouse-style dwelling units

4.2 Site Access

Primary access to the development site will be provided via the unsignalized intersection of US 302 and Drive In Lane. Exit-only access from the site will be provided via the Turning Leaf Drive approach at the signalized US 302 intersection.

4.3 Proposed Trip Generation

Daily and peak hour site trip generation estimates have been prepared for the proposed development based on the trip generation tables presented in the 11th Edition of the Institute of Transportation Engineers (ITE) *Trip Generation Manual*. The ITE Manual provides numerous land use codes (LUCs) and the volume of site-generated trips produced by each category.

Trip generation calculations for the proposed residential development were prepared using **LUC 220** – Multifamily Housing (Low-Rise) Not Close to Rail Transit and **LUC 215** – Single-Family Attached Housing.

ITE typically provides two methods for calculating peak hour trip generation. The "average rate" method and the "fitted curve equation" method. In this study, we have used the "fitted curve equation" when $R^2 \geq 0.80$, and the "average rate" when $R^2 < 0.80$. The trip generation calculations are provided below in Table 4A and Table 4B:

Table 4A ITE Trip Generation Calculations							
Land Use	**Single-Family Attached Housing - LUC 215**						
Time Period	**Dwelling Units (X)**	**R^2**	**Fitted Curve Equation**	**Trips Generated (T)**	**Distribution Entering / Exiting**	**Enter**	**Exit**
Weekday	32	0.94	T = 7.62(X) - 50.48	193	50% / 50%	97	96
AM Weekday Peak Hour (Street)	32	0.92	T = 0.52(X) - 5.70	11	31% / 69%	3	8
PM Weekday Peak Hour (Street)	32	0.91	T = 0.60(X) - 3.93	15	57% / 43%	9	6
AM Weekday Peak Hour (Generator)	32	0.91	Ln(T) = 0.92Ln(X) - 0.26	19	25% / 75%	5	14
PM Weekday Peak Hour (Generator)	32	0.87	Ln(T) = 0.88Ln(X) + 0.06	22	62% / 38%	14	8
Saturday Peak Hour	32	0.91	Ln(T) = 0.82Ln(X) + 0.43	26	48% / 52%	12	14

Table 4B ITE Trip Generation Calculations							
Land Use	**Multifamily Housing (Low-Rise) Not Close to Rail Transit - LUC 220**						
Time Period	**Dwelling Units (X)**	**R^2**	**Fitted Curve Equation/Avg. Rate**	**Trips Generated (T)**	**Distribution Entering / Exiting**	**Enter**	**Exit**
Weekday	96	0.86	T = 6.41(X) + 75.31	691	50% / 50%	346	345
AM Weekday Peak Hour (Street)	96	0.79	0.40	38	24% / 76%	9	29
PM Weekday Peak Hour (Street)	96	0.84	T = .43(X) + 20.55	62	63% / 37%	39	23
AM Weekday Peak Hour (Generator)	96	0.76	0.47	45	24% / 76%	11	34
PM Weekday Peak Hour (Generator)	96	0.80	T = 0.42(X) + 34.78	75	62% / 38%	47	28
Saturday Peak Hour	96	n/a	0.41	39	50% / 50%	20	19

Table 4C summarizes the total trips generated by the proposed development.

Table 4C ITE Trip Generation Calculations			
Time Period	**Total Trips**	**Enter**	**Exit**
Weekday	884	443	441
AM Weekday Peak Hour (Street)	49	12	37
PM Weekday Peak Hour (Street)	77	48	29
AM Weekday Peak Hour (Generator)	64	16	48
PM Weekday Peak Hour (Generator)	97	61	36
Saturday Peak Hour	65	32	33

Table 4C shows that the proposed residential development is expected to generate a total of 49 trips during the AM peak hour of the adjacent street and 77 trips during the PM peak hour of the adjacent street. During the peak hours of the generator, the proposed development is expected to generate 64 trips in the AM peak hour and a maximum of 97 trips during the PM peak hour. The proposed project is expected to generate 65 trips during the Saturday peak hour. Overall, the project will remain below the 100-trip threshold required to trigger a MaineDOT Traffic Movement Permit.

4.4 Trip Assignment

Traffic generated by the proposed development has been assigned to and from the site based on the existing traffic patterns shown in Figure 1. Our trip assignment assumes the following:

- All entry trips will enter the site via Drive In Lane.
- 70% of trips with destinations on US 302 north of the site will use the Turning Leaf Drive entrance, and the remaining 30% will use the Drive In Lane entrance.
- 60% of trips with destinations on US 302 south of the site will exit via the Turning Leaf Drive entrance. The remaining 40% will exit via the Drive In Lane entrance.
- All trips with destinations on River Road will exit the site via Turning Leaf Drive.

Figure 5, attached in *Section A of the appendix,* illustrates the proposed site trip assignment.

4.5 2027 Post-Development Volumes

The proposed 2027 post-development traffic volumes are illustrated in **Figure 6**, attached in *Section A of the appendix.* The figure was prepared by combining the pre-development traffic volumes shown in Figure 4 with the site trip assignment shown in Figure 5.

5 ANALYSES

5.1 Intersection Sight Distance

Intersection sight distances were recorded from the Turning Leaf Drive approach at the US 302 and River Road intersection and from the Drive In Lane approach at the US 302 intersection, in accordance with the criteria established within the MaineDOT's *Highway Driveway and Entrance Rules* publication, which requires the following minimum sight distance for non-mobility roadways based upon the posted speed limit:

MaineDOT Sight Distance Standards	
Posted Speed Limit	**Minimum Sight Distance**
25 mph	200 feet
30 mph	250 feet
35 mph	**305 feet**
40 mph	360 feet
45 mph	425 feet
50 mph	495 feet

US 302 is posted at 35 mph just south of the Turning Leaf Drive and fronting Drive In Lane, requiring an unobstructed sight distance of 305 feet. In accordance with the *Highway Driveway and Entrance Rules,* sight distance measurements were recorded using the following procedures: "*Sight distance is measured to and from the point on the centerline of the proposed access that is located 10 feet from the edge of traveled way. The height of the hypothetical person's view is considered to be 3½ feet above the pavement and the height of the object being viewed is considered to be 4¼ feet above the pavement.*"
The field measurements recorded from the Turning Leaf Drive looking left onto US 302 indicate that while the sight line is in excess of the requirement (400'+) during the spring, summer, and fall months; however, during the winter, the sight line is frequently blocked by a snow pile in the southeast quadrant

of the intersection. We recommend that snow on the adjoining parcel be stored elsewhere and that the snowbank between the sidewalk and the parking lot be maintained throughout the winter months. The obstruction is shown in Image 5A below.

The field measurements looking directionally onto US 302 from Drive In Lane indicate that the existing sightlines are in excess of the requirements. Looking left and right, we recorded measurements exceeding 500 feet.

Image 5A - Sight Distance – Looking Left



5.2 Crash Analysis

Crash data for the three-year time period (2022-2024) was provided by MaineDOT's Crash Records Section for the section of US 302 between and including the intersections at Tandberg Trail (SR 35) and Drive In Lane. MaineDOT's crash report has been attached in *Section B of the appendix*, and a summary of the intersection is provided below.

Table 5A
2022 - 2024 Crash Summary

#	Location	Total Crashes	Critical Rate Factor
1	US 302 at River Rd	19	0.66
2	US 302 at SR 35	34	0.77
3	US 302 at Drive In Lane	1	0.19
4	US 302 at Turning Leaf Dr	0	0.00
5	River Rd at end of Median (west of US 302)	0	0.00
6	**US 302 btw. Drive In Lane and River Rd**	**15**	**1.27**
7	US 302 btw. River Rd and Turning Leaf Dr	0	0.00
8	**US 302 btw. Turning Leaf Dr and SR 35**	**70**	**1.89**
9	River Rd btw. end of median and US 302	0	0.00

MaineDOT considers any roadway intersection or segment a high crash location if both of the following criteria are met:

- ***8 or more crashes in the most recent three-year period, and***
- ***A Critical Rate Factor greater than or equal to 1.00***

As the data presented in Table 5A shows, there are two high crash locations (HCLs) within the reviewed crash data:

- The section of US 302 between River Road and Drive In Lane
- The section of US 302 between Turning Leaf Drive and SR 35.

The collision diagrams for both HCLs are attached in *Section B of the appendix*. And a review of the diagrams is provided below:

Location #6: During the latest three-year period, the section of US 302 between the intersections of River Road and Drive In Lane experienced 15 crashes. Of these 15 identified crashes, the collision diagram shows that the predominant crash comprises 6 sideswipe crashes on the merge section in the southbound travel lane. There was 1 side-swipe crash on the northbound section. Of the remaining 9 crashes, 3 were angle crashes involving motorists entering and exiting the commercial driveway on the east side of US 302 near the River Road intersections; 4 were rear-end crashes, and 1 was a fatal bicycle crash. The collision diagram shows that the fatal bicycle crash was caused by bicyclist error. The crash occurred on the southbound merge section at the Prompto driveway at 6:34 PM on 10/31/2022.

Potential Mitigation Measures: Per the Town's peer reviewer's request, we have completed an evaluation of the US 302 southbound merge. The "Merge Comparison Plan," attached in *Section B of the appendix*, compares the existing merge layout to MaineDOT's recommended alternating merge layout for a 35 MPH speed limit. The comparison shows that the existing layout does not meet MaineDOT's current recommendations for a 35 MPH merge.

To help mitigate the 6 sideswipe crashes, we suggest that the City evaluate increasing the length of the merge to better meet MaineDOT's current alternating merge layout.

Safety Impact Fee Assessment: In lieu of implementing physical mitigation measures, the Town has requested that a Safety Impact Fee be assessed for the identified location. The fee was calculated utilizing the Highway Safety Manual (HSM) methodology through MaineDOT's approved spreadsheet tools, which are used by MaineDOT to evaluate safety impact fees associated with high crash locations.

Under this methodology, a baseline present worth crash cost is assigned to the roadway segment based on existing roadway conditions. The calculated cost is influenced by numerous factors, including observed crash history, Average Annual Daily Traffic (AADT) volumes and applicable roadway characteristics. The AADT on this section of US 302 is 13,740.

To evaluate the project's contribution to the high crash location, the volume of daily site-generated traffic that is expected to travel through the HCL segment was incorporated into the model. Based on our daily trip assignment, shown in **Figure 7**, attached in *Section A of the appendix*, 439 site-generated trips will travel through the HCL during the typical weekday.

The analysis then compares the existing present worth crash cost ($422,718), based on the current AADT, to the projected crash cost ($429,975), based on the projected AADT with the site trips included. The resulting difference between the two values represents the calculated Safety Impact Fee.

Based on our HSM analysis, the assessed safety impact fee is **$7,258**. Additional information is provided in the spreadsheet *HSM Urban Segment Spreadsheet_ Windham US 302.xlsx*, submitted alongside this memo.

Location #8: A MaineDOT project is underway to help mitigate crashes on the section of US 302 between Turning Leaf Drive and SR 35, which will be adding a center turn lane.

5.3 NCHRP Turn Lane Warrant Analysis

The National Cooperative Highway Research Program (NCHRP) Report 457 provides a process for determining whether projected traffic conditions at an intersection warrant a dedicated left-turn lane or right-turn lane from the major street to the lower-volume roadway or driveway entrance. In this traffic study, we have reviewed the warrants for the left-turn lane and the right-turn lane at the intersection of US 302 and Drive In Lane during the AM and PM commuter peak hours, and the overall AM peak hour, which begins at 10:15 AM.

The NCHRP left-turn lane warrant process uses four traffic inputs in determining if a dedicated left-turn lane is warranted: 1) *posted speed limit*, 2) *advancing volume of traffic*, 3) *opposing volume*, and 4) *percent of left-turns in the advancing volume*. The NCHRP process for the right-turn lane warrant uses the following three traffic inputs in determining if a dedicated right-turn lane is warranted: 1) *vehicle speed*, 2) *advancing volume of traffic*, and 3) *right-turn volume*. US 302 fronting Drive In Lane is posted at 35 MPH.

The NCHRP report stipulates that, where applicable, the traffic volumes used for the analysis represent "*average*" travel conditions. For the **commuter peak hours**, the 2024 through volumes shown in Figure 1 were adjusted to represent 2027 average conditions using MaineDOT's Weekly Group Mean Factors (factor of 0.915) and the 1-year annual adjustment factor of 1.03. The unadjusted turning volumes used within this analysis are shown in Figure 6. The other development traffic volumes shown in Figure 3

were included. For the **10:15 to 11:15 AM peak hour**, the same adjustments were applied to MaineDOT's turning movement count recorded at the intersection of US 302. Turning Leaf Drive and River Road. The background turning volumes used for this analysis were recorded at the intersection on March 11, 2026. ITE's hourly distribution charts show that the site is expected to generate 12 entry trips and 20 exit trips during the 10:15 AM hour. These trips were assigned to the roadway following the existing traffic patterns and the assumptions listed in the *Trip Assignment section*. The 10:15 AM trip assignment at the Drive in Lane Driveway includes 5 NB right-turns, 1 SB left-turn, and 5 SB through trips. These site trips, as well as the other development trips shown in Figure 3, were included in the analysis.

Table 5B summarizes the inputs and outputs of the left-turn lane warrant analysis, and Table 5C summarizes the inputs and outputs of the right-turn lane warrant analysis. The NCHRP calculation sheets have been attached in *Section C of the appendix*.

Table 5B – Drive In Lane at US 302
NCHRP Report 457 Analysis - Left Turn Lane Warrant Summary

Time Period	Advancing Volume (Va)	Opposing Volume (Vo)	Percent Left-Turns	Warrant Met (Yes/No)
AM Peak Hour (Commuter)	686	428	2%	NO
PM Peak Hour (Commuter)	638	783	6%	YES
AM Peak Hour (10:15 to 11:15 AM)	686	522	2%	NO

Table 5C – Drive In Lane at US 302
NCHRP Report 457 Analysis - Right Turn Lane Warrant Summary

Time Period	Advancing Volume	Right-Turn Volume	Warrant Met (Yes/No)
AM Peak Hour (Commuter)	428	9	NO
PM Peak Hour (Commuter)	783	20	NO
AM Peak Hour (10:15 to 11:15 AM)	522	12	NO

The NCHRP warrant analysis indicates that the projected 2027 *"average"* condition post-development traffic volumes warrant a dedicated left-turn lane on the southbound US 302 at the Drive In Lane intersection during the PM peak hour. Our review of the right-turn lane warrant shows that a dedicated right-turn lane is not warranted on US 302 at Drive In Lane.

We also reviewed the left-turn lane warrant for the PM peak hour 2027 no-build condition, and the NCHRP shows that the 2027 pre-development average condition traffic volumes warrant a left-turn lane.

In lieu of a potential spot improvement to add a left-turn lane on US 302 at Drive In Lane, we recommend that the Town consider a project to implement a center two-way left-turn lane in the future.

Following discussions with Town Staff and their Traffic Peer Reviewer, to mitigate the impacts from the project, we recommend that the applicant provide a "built shoulder" on the southbound US 302 approach at Drive In Lane and, if necessary, adjust the curb to create an informal bypass. A "built shoulder" is a shoulder built to the specifications of the travel lane. It would allow vehicles to travel on it without potentially damaging the typically weaker shoulder construction. By implementing this

improvement, the applicant would improve the current condition at the site access, help mitigate the project's impacts, and reduce the amount of roadway construction required for a future two-way center-left-turn lane.

5.4 Capacity Analysis

A capacity analysis of the 2027 pre-development and post-development traffic conditions has been performed for the signalized study intersection (Roosevelt Trail (US 302) at Turning Leaf Drive and River Road) and the unsignalized study intersection (US 302 at Drive In Lane).

Within the capacity analysis, we will review the level of service (LOS) for each lane at the study intersections. LOS is a measurement of the delay experienced by stopped vehicles at an intersection. LOS rankings are similar to the academic grading system, where an "A" is very good with little delay, and an "F" represents very poor conditions. The following chart presents the relationship between delay and LOS for signalized and unsignalized intersections.

Level of Service Criteria for Signalized Intersections		Level of Service Criteria for Unsignalized Intersections	
Level of Service	**Total Control Delay (sec/veh)**	**Level of Service**	**Total Control Delay (sec/veh)**
A	Up to 10.0	A	Up to 10.0
B	10.1 to 20.0	B	10.1 to 15.0
C	20.1 to 35.0	C	15.1 to 25.0
D	35.1 to 55.0	D	25.1 to 35.0
E	55.1 to 80.0	E	35.1 to 50.0
F	Greater Than 80.0	F	Greater Than 50.0

The prior turn-lane warrant analysis shows that a left-turn lane is warranted on US 302 at the Drive In Lane during the PM peak hour. The recommended informal bypass has been included in the post-development analysis. The capacity analysis was performed using Synchro v12 inputs and SimTraffic v12 reporting outputs. The results are based upon 7 SimTraffic runs, averaging 5 runs with the lowest and highest run removed. The SimTraffic reports are included in *Section C of the appendix.*

Table 5D, below, summarizes the results of the analysis completed for the AM and PM peak hour pre- and post-development conditions:

Table 5D Level of Service Summary								
Intersection/Lane	2027 Pre-Development				2027 Post-Development			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
	Delay (sec./veh.)	LOS	Delay (sec./veh.)	LOS	Delay (sec./veh.)	LOS	Delay (sec./veh.)	LOS
1. US 302 at River Road and Turning Leaf Drive (Signalized)								
River Road - EB LT	20.3	C	35.3	D	21.1	C	42.8	D
River Road - EB R	3.1	A	3.3	A	2.9	A	4.0	A
Turning Leaf Dr - WB LTR	15.9	B	19.8	B	18.9	B	21.2	C
US 302 - NB LT	6.4	A	10.0	A	8.3	A	11.7	B
US 302 - NB TR	5.8	A	8.5	A	7.1	A	9.2	A
US 302 - SB LT	11.7	B	18.2	B	14.1	B	20.2	C
US 302 - SB TR	5.4	A	7.9	A	6.5	A	10.2	B
Overall	***10.2***	***B***	***16.8***	***B***	***12.0***	***B***	***19.4***	***B***
2. US 302 at Drive In Lane (Unsignalized)								
Private Drive - EB LTR	11.7	B	19.8	C	12.9	B	6.9	A
Drive In Ln - WB LTR	6.2	A	8.0	A	8.1	A	12.3	B
US 302 - NB LTR	0.7	A	1.1	A	0.7	A	1.6	A
US 302 - SB LTR	1.0	A	0.9	A	-	n/a	-	n/a
US 302 - SB L	-	n/a	-	n/a	3.2	A	6.4	A
US 302 - SB TR	-	n/a	-	n/a	0.8	A	0.9	A
Overall	***0.9***	***A***	***1.1***	***A***	***0.9***	***A***	***1.6***	***A***

1. US 302 at River Road and Turning Leaf Drive:
Table 5D shows that post-development, the average delay is expected to increase slightly in each lane. In the AM peak hour, the increase in average delay will be minimal, increasing by approximately 0 to 3 seconds. A similar condition is observed during the PM peak hour, with minor increases in average delay of approximately 0 to 22 seconds. Overall, post-development, the capacity analysis indicates that each lane will operate satisfactorily, maintaining LOS D or better.

2. US 302 at Drive In Lane:
Table 5D shows that the development of the project has little impact on the unsignalized intersection in both the AM and PM peak hours. The US 302 northbound and southbound lanes will continue to operate at LOS A, and Drive In Lane will operate at LOS B or better. In the capacity analysis, the recommended informal bypass on US 302 at Drive In Lane was modeled with 50 feet of storage. With the storage length included, the capacity analysis reports little delay for the southbound through/right movement, indicating that through vehicles are able to bypass the motorists waiting to turn left into Drive In Lane.

5.5 Vehicle Queue Analysis

In addition to outputting the vehicle delay, SimTraffic also provides vehicle queue reports, which show the expected average queues, 95th percentile queues, and maximum queues for the pre- and post-development traffic conditions. The 95th percentile queues are summarized below, while the average and maximum queues are included in the SimTraffic reports attached in *Section C of the appendix*.

Table 5E 95th Percentile Vehicle Queue Summary					
Intersection/Lane	Storage Length (ft)	2027 Pre-Development		2027 Post-Development	
		AM Peak Hour	PM Peak Hour	AM Peak Hour	PM Peak Hour
		Veh. Queue (ft)	Veh. Queue (ft)	Veh. Queue (ft)	Veh. Queue (ft)
1. US 302 at River Road and Turning Leaf Drive (Signalized)					
River Road - EB LT	-	150	345	153	437
River Road - EB R	100	25	90	19	103
Turning Leaf Dr - WB LTR	-	52	60	71	67
US 302 - NB LT	-	84	132	97	148
US 302 - NB TR	375	74	131	84	153
US 302 - SB LT	-	233	281	272	343
US 302 - SB TR	-	205	239	232	314
2. US 302 at Drive In Lane (Unsignalized)					
Private Drive - EB LTR	-	10	11	13	13
Drive In Ln - WB LTR	-	26	40	39	43
US 302 - NB LTR	-	0	0	0	0
US 302 - SB LTR	-	37	27	-	-
US 302 - SB L	TBD	-	-	30	45
US 302 - SB TR	-	-	-	0	0

1. US 302 at River Road and Turning Leaf Drive:
Table 5E shows slight increases in most vehicle queues at the intersection between post-development and pre-development conditions. However, these increases are relatively minor, generally increasing by approximately 0 to 3 passenger car lengths (assuming a vehicle length of 25').

2. US 302 at Drive In Lane:
At the intersection of US 302 and Drive In Lane, the queueing analysis shows that 95th percentile queues approximately 2 vehicles long are expected on the Drive In Lane approach in the AM and PM peak hours. In the PM peak hour, the 95th percentile queue on the US 302 southbound approach, with the informal bypass lane included, is approximately 45 feet. Overall, the forecast queues are relatively minor and, as shown in the capacity analysis, are not expected to significantly impede traffic operations on US 302.

5.6 Off-Site Improvements

Based on the results of the NCHRP turn lane warrant analysis, B&L recommends that the applicant provide a "built shoulder" on the southbound US 302 approach at Drive In Lane and, if necessary, adjust the curb to create an informal bypass. A "built shoulder" is a shoulder built to the specifications of the travel lane. It would allow vehicles to travel on it without potentially damaging the typically weaker shoulder construction. By implementing this improvement, the applicant would improve the current condition at the site access, help mitigate the project's impacts, and reduce the amount of roadway construction required for a future two-way center-left-turn lane.

At Drive In Lane, the existing width of the southbound travel lane is approximately 13 feet, and the existing width of the southbound shoulder is approximately 6 feet. B&L recommends that the bypass section provide an 11-foot travel lane with a 9-foot shoulder, for a half section of 20 feet. To accommodate this half cross section, widening on the west side of US 302 may be required. The recommended dimensions are summarized below:

- Travel lane width = 11 ft.
- Shoulder width = 9 ft.
- Storage length = 50 ft.
- Extend the built shoulder through the intersection for 60 ft.
- Entry merge taper (25 mph design speed) = 115 ft.
- Exit merge taper (25 mph design speed) = 115 ft.

Centered on Drive In Lane, the recommended dimensions of the built shoulder are 160 feet to the south and 180 feet to the north.

6 CONCLUSIONS & RECOMMENDATIONS

6.1 Proposed Trip Generation

The proposed site trip generation for the development includes 49 trips during the AM peak hour of the adjacent street and 77 trips during the PM peak hour of the adjacent street. During the peak hours of the generator, the proposed development is expected to generate 64 trips in the AM peak hour and a maximum of 97 trips during the PM peak hour. The proposed project is expected to generate 65 trips during the Saturday peak hour. Overall, the proposed development will remain below the 100-trip threshold required to trigger a MaineDOT Traffic Movement Permit.

6.2 Intersection Sight Distance

Intersection sight distances were recorded from the Turning Leaf Drive approach at the US 302 and River Road intersection and from the Drive In Lane approach at the US 302 intersection.

Turning Leaf Dr at US 302 and River Rd: Our measurements, left onto US 302, indicate that while the sight line is in excess of the requirement (400'+) during the spring, summer, and fall months, during the winter, the sight line is frequently blocked by a snow pile in the southeast quadrant of the intersection. We recommend that snow on the adjoining parcel be stored elsewhere and that the snowbank between the sidewalk and the parking lot be maintained throughout the winter months.

Drive In Lane at US 302: The field measurements looking directionally onto US 302 from Drive In Lane indicate that the existing sightlines are in excess of the requirements. Looking left and right, we recorded measurements exceeding 500 feet.

6.3 Crash Analysis

Crash data for the latest three-year time period (2022-2024) was provided by MaineDOT's Crash Records Section for the section of US 302 between the intersections at Drive In Lane and SR 35 (Tandberg Trail). A review of the crash data identified two high crash locations: 1) The section of US 302 between River Road and Drive In Lane, and 2) The section of US 302 between Turning Leaf Drive and SR 35. Further information is provided in *Section 5.2 Crash Analysis*.

We have completed a review of the US 302 southbound Merge section on the southerly side of the signalized intersection at River Road. Our review indicates that the existing merge section does not meet MaineDOT's recommended layout for a 35 MPH alternating merge. To help mitigate the 6 sideswipe crashes on the high crash location #1, we suggest that the Town evaluate increasing the length of the merge to better align with MaineDOT's current alternating merge layout.

In lieu of implementing physical mitigation measures for the high crash location on the section of US 302 between River Road and Drive In Lane, the Town has requested that a Safety Impact Fee be assessed for the identified location. The fee was calculated utilizing the Highway Safety Manual (HSM) methodology through MaineDOT's approved spreadsheet tools, which are used by MaineDOT to evaluate safety impact fees associated with high crash locations.

Based on our HSM analysis, the assessed safety impact fee is **$7,258**. Additional information is provided in Section 5.2

6.4 NCHRP Turn Lane Warrant Analysis

A left-turn lane and right-turn lane warrant analysis was completed for the US 302 approaches at Drive In Lane. The analysis was conducted using the National Cooperative Highway Research Program (NCHRP) Report 457. The analysis shows that the projected 2027 PM peak hour "*average*" pre- and post-development traffic volumes warrant a dedicated left-turn on US 302 at Drive In Lane. However, in lieu of a potential spot improvement to add a left-turn lane on US 302 at Drive In Lane, the Town should consider a project to add a center turn lane along this section of US 302.

Following discussions with Town Staff and their Traffic Peer Reviewer, to mitigate the impacts from the project, we recommend that the applicant provide a "built shoulder" on the southbound US 302 approach at Drive In Lane and, if necessary, adjust the curb to create an informal bypass. A "built shoulder" is a shoulder built to the specifications of the travel lane. It would allow vehicles to travel on it without potentially damaging the typically weaker shoulder construction. By implementing this improvement, the applicant would improve the current condition at the site access, help mitigate the project's impacts, and reduce the amount of roadway construction required for a future two-way center-left-turn lane.

The analysis also shows that a dedicated right-turn lane is not warranted on the northbound US 302 approach at Drive In Lane.

6.5 Capacity Analysis

A capacity analysis was completed for the 2027 pre-development and post-development AM and PM peak hours at the signalized intersection of US 302, River Road, and Turning Leaf Drive, and the unsignalized intersection of US 302 and Drive In Lane.

US 302 at River Road and Turning Leaf Drive:
Table 5D shows that post-development, the average delay is expected to increase slightly in each lane. In the AM peak hour, the increase in average delay will be minimal, increasing by approximately 0 to 3 seconds. A similar condition is observed during the PM peak hour, with minor increases in average delay of approximately 0 to 22 seconds. Overall, post-development, the capacity analysis indicates that each lane will operate satisfactorily, maintaining LOS D or better.

US 302 at Drive In Lane:
Table 5D shows that the development of the project has little impact on the unsignalized intersection in both the AM and PM peak hours. The US 302 northbound and southbound lanes will continue to operate at LOS A, and Drive In Lane will operate at LOS B or better. In the capacity analysis, the recommended informal bypass on US 302 at Drive In Lane was modeled with 50 feet of storage. With the storage length included, the capacity analysis reports no delay for the southbound through/right movement, indicating that through vehicles are able to bypass the motorists waiting to turn left into Drive In Lane.

6.6 Vehicle Queue Analysis

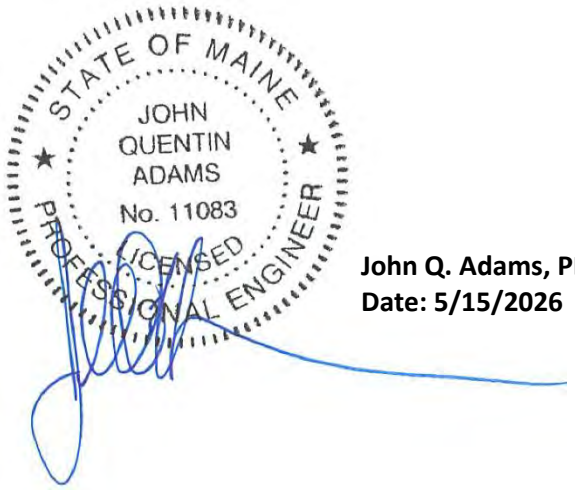
A vehicle queueing analysis was completed for the 2027 pre-development and post-development AM and PM peak hours at the signalized intersection of US 302, River Road, and Turning Leaf Drive, and the unsignalized intersection of US 302 and Drive In Lane.

1. US 302 at River Road and Turning Leaf Drive:
Table 5E shows slight increases in most vehicle queues at the intersection between post-development and pre-development conditions. However, these increases are relatively minor, generally increasing by approximately 0 to 3 passenger car lengths (assuming a vehicle length of 25').

2. US 302 at Drive In Lane:
At the intersection of US 302 and Drive In Lane, the queueing analysis shows that 95th percentile queues approximately 2 vehicles long are expected on the Drive In Lane approach in the AM and PM peak hours. In the PM peak hour, the 95th percentile queue on the US 302 southbound approach, with the informal bypass lane included, is approximately 45 feet. Overall, the forecast queues are relatively minor and, as shown in the capacity analysis, are not expected to significantly impede traffic operations on US 302.

6.7 Off-Site Improvements

Based on the results of the NCHRP turn lane warrant analysis, B&L recommends that the applicant provide a "built shoulder" on the southbound US 302 approach at Drive In Lane and, if necessary, adjust the curb to create an informal bypass. A "built shoulder" is a shoulder built to the specifications of the travel lane. It would allow vehicles to travel on it without potentially damaging the typically weaker shoulder construction. By implementing this improvement, the applicant would improve the current condition at the site access, help mitigate the project's impacts, and reduce the amount of roadway construction required for a future two-way center-left-turn lane. Additional information is provided in *Section 5.6*.



John Q. Adams, PE, PTOE
Date: 5/15/2026

APPENDIX

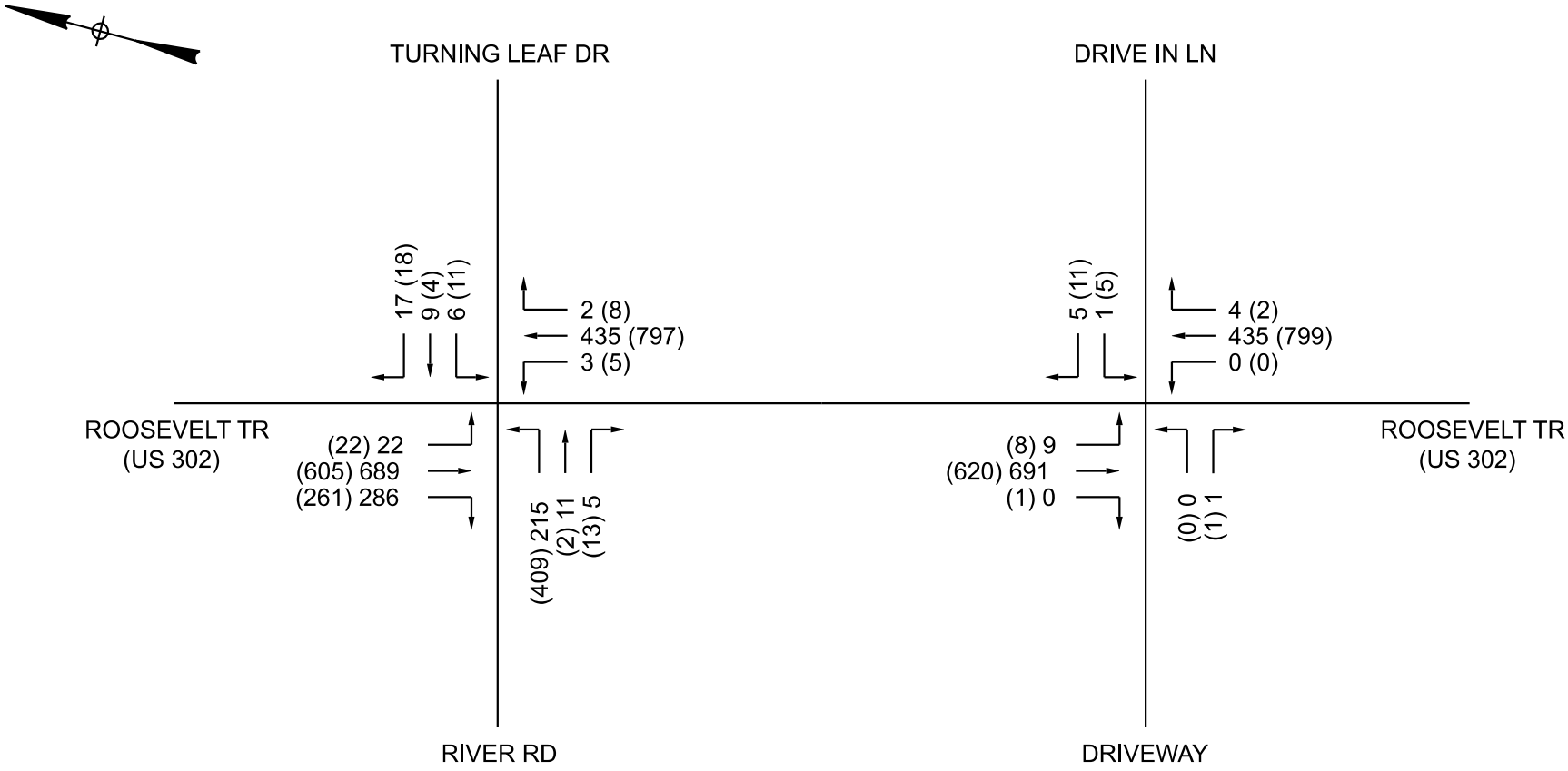
A. TRAFFIC FIGURES & TRAFFIC COUNTS

B. MAINEDOT CRASH REPORT & MERGE ANALYSIS PLAN

C. NCHRP SUMMARY SHEETS & CAPACITY ANALYSIS REPORTS

APPENDIX A

TRAFFIC FIGURES & TRAFFIC COUNTS



UNADJUSTED 2024 TRAFFIC VOLUMES
FIGURE 1

LEGEND:

XX = AM PEAK HOUR

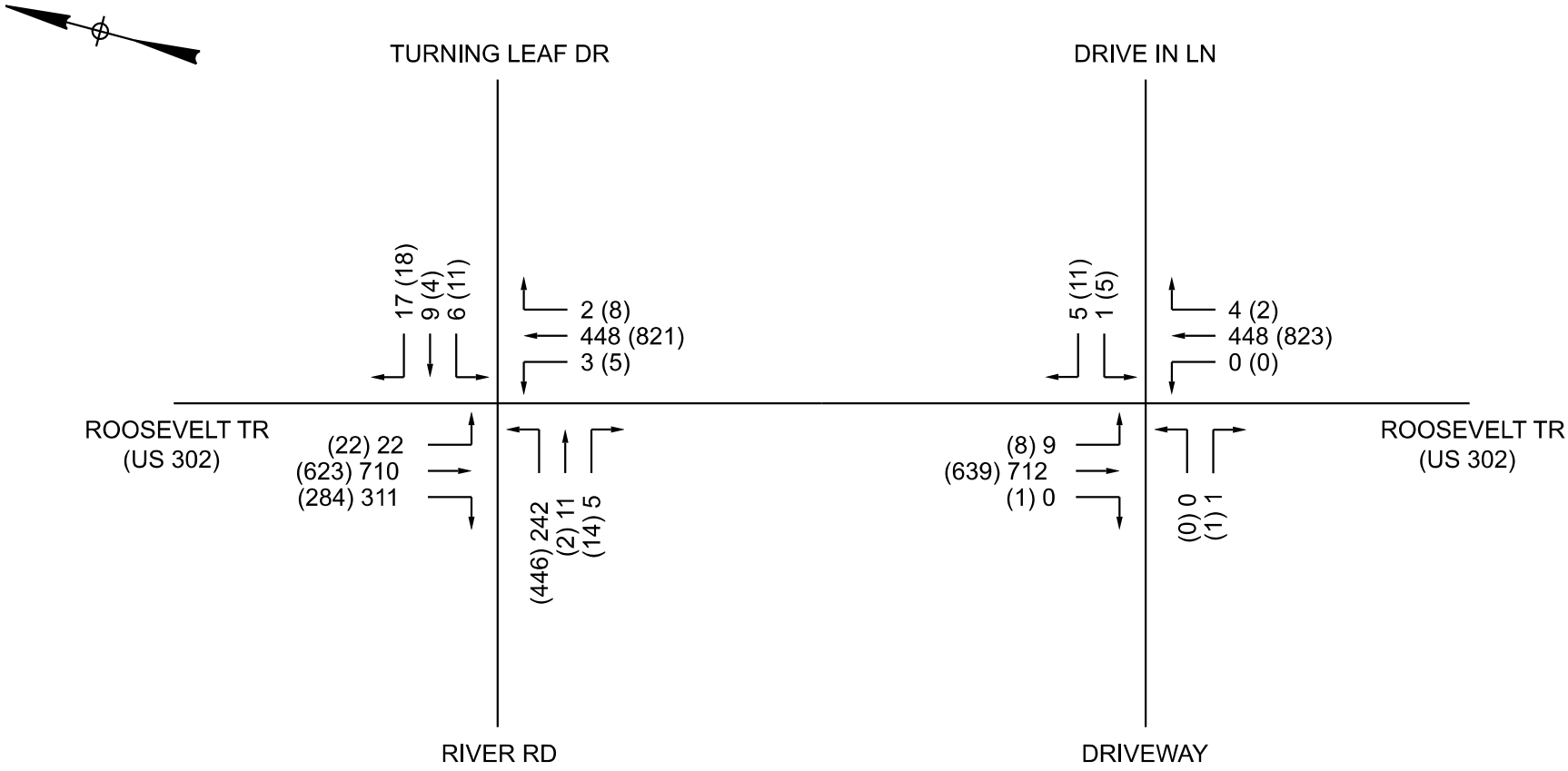
(XX) = PM PEAK HOUR

TURNING LEAF HEIGHTS

TURNING LEAF DR, WINDHAM, ME

2452.006.001 DATE: FEB., 2026

Barton & Loguidice



2027 DESIGN HOUR TRAFFIC VOLUMES
FIGURE 2

LEGEND:

XX = AM PEAK HOUR

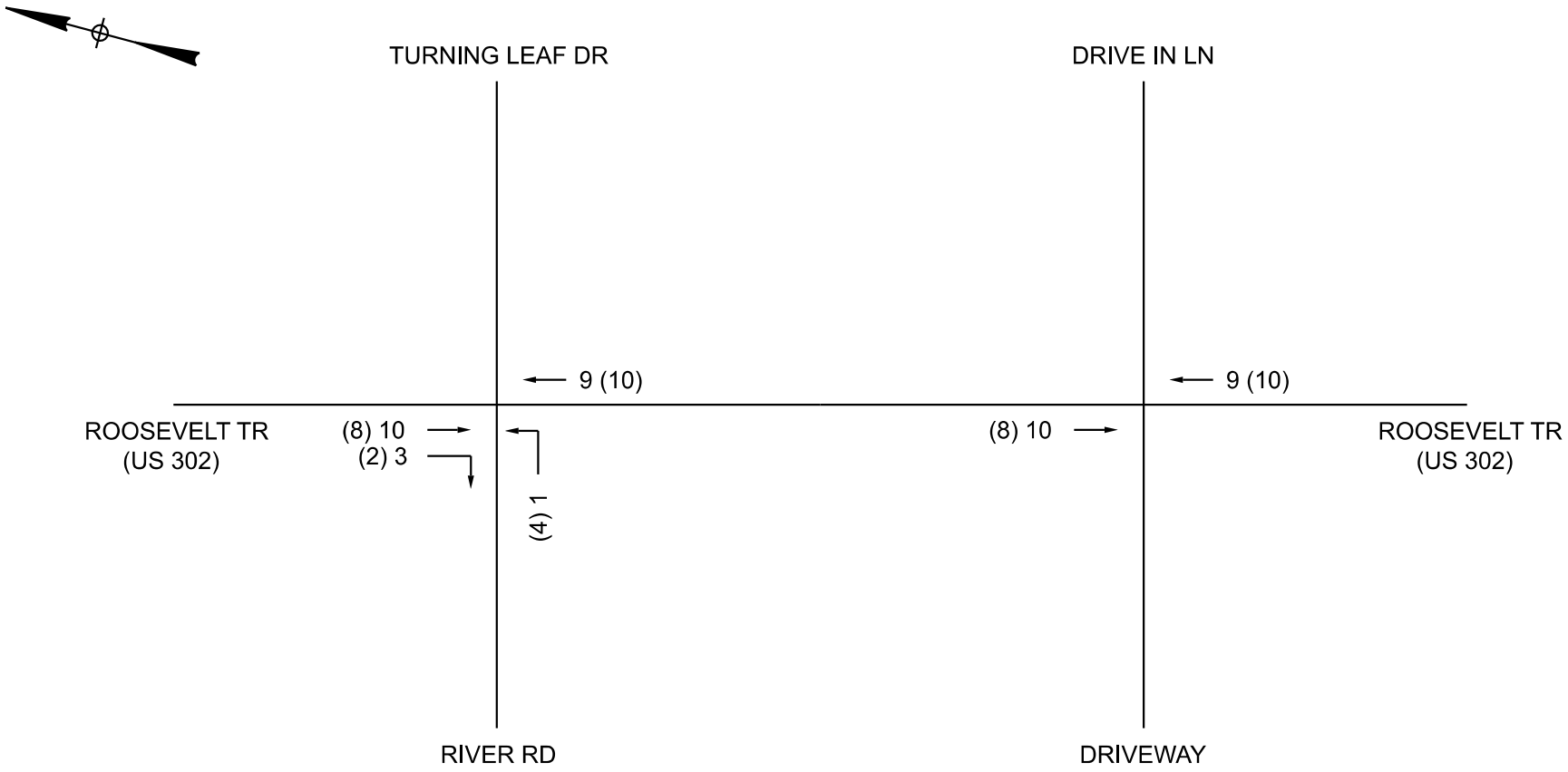
(XX) = PM PEAK HOUR

TURNING LEAF HEIGHTS

TURNING LEAF DR, WINDHAM, ME

2452.006.001 DATE: FEB., 2026

Barton & Loguidice



OTHER DEVELOPMENT TRIP ASSIGNMENT
FIGURE 3

LEGEND:

XX = AM PEAK HOUR

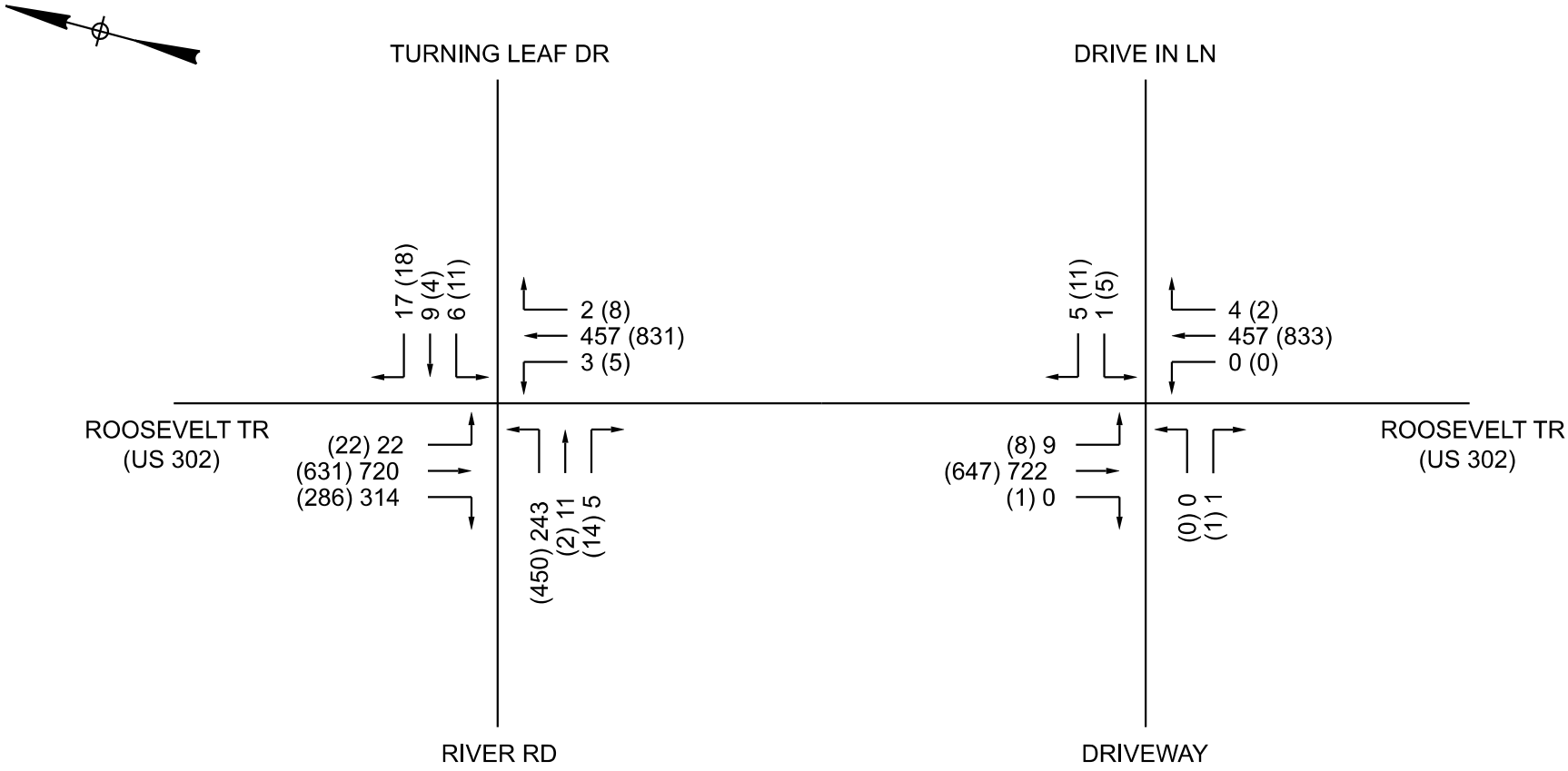
(XX) = PM PEAK HOUR

TURNING LEAF HEIGHTS

TURNING LEAF DR, WINDHAM, ME

2452.006.001 DATE: FEB., 2026

Barton & Loguidice



2027 PRE-DEVELOPMENT TRAFFIC VOLUMES
FIGURE 4

LEGEND:

XX = AM PEAK HOUR

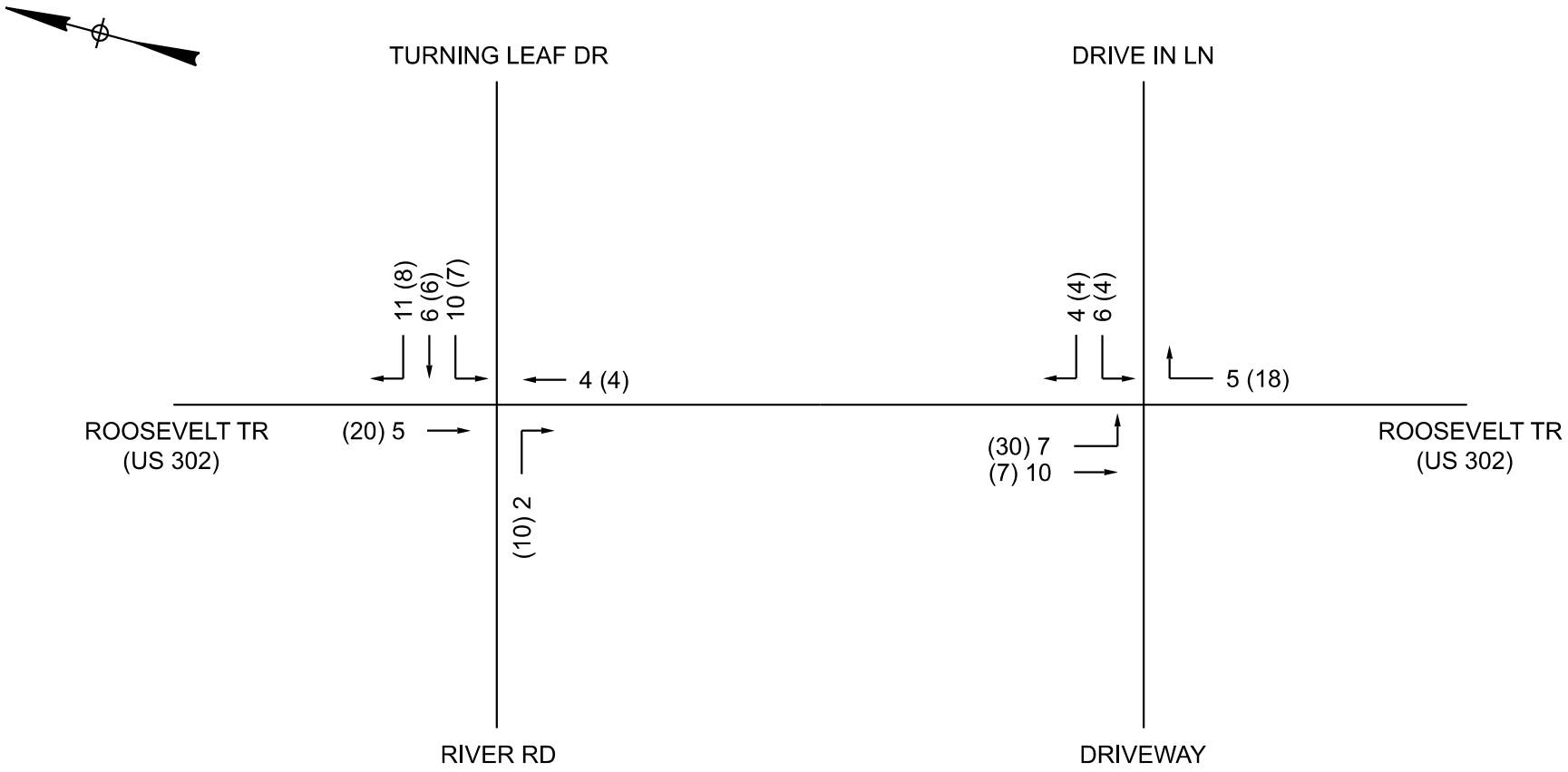
(XX) = PM PEAK HOUR

TURNING LEAF HEIGHTS

TURNING LEAF DR, WINDHAM, ME

2452.006.001 DATE: FEB., 2026

Barton & Loguidice

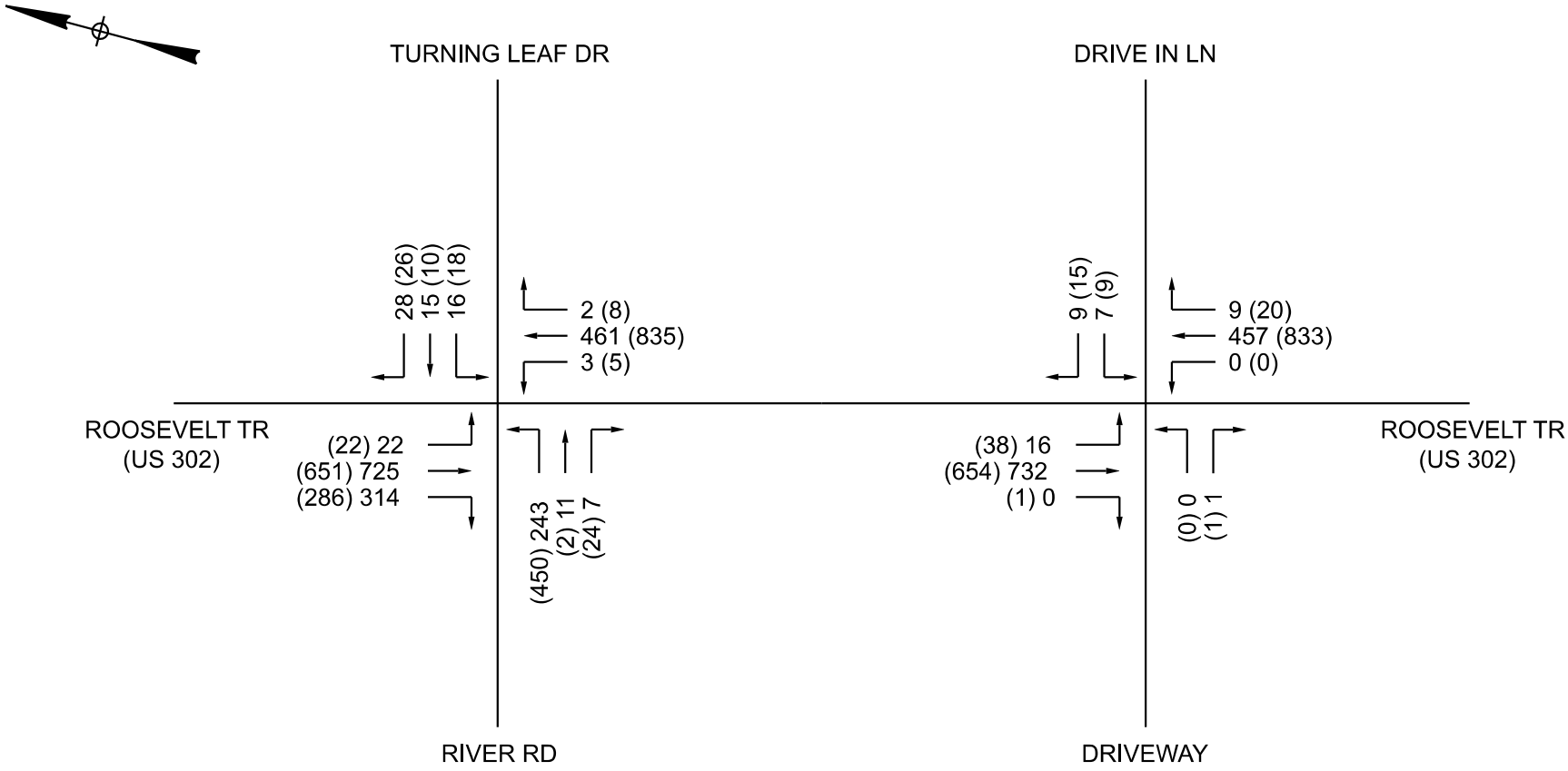


SITE TRIP ASSIGNMENT
FIGURE 5

LEGEND:
XX = AM PEAK HOUR
(XX) = PM PEAK HOUR

TURNING LEAF HEIGHTS
TURNING LEAF DR, WINDHAM, ME
2452.006.001 DATE: FEB., 2026

Barton & Loguidice



2027 POST-DEVELOPMENT TRAFFIC VOLUMES
FIGURE 6

LEGEND:

XX = AM PEAK HOUR

(XX) = PM PEAK HOUR

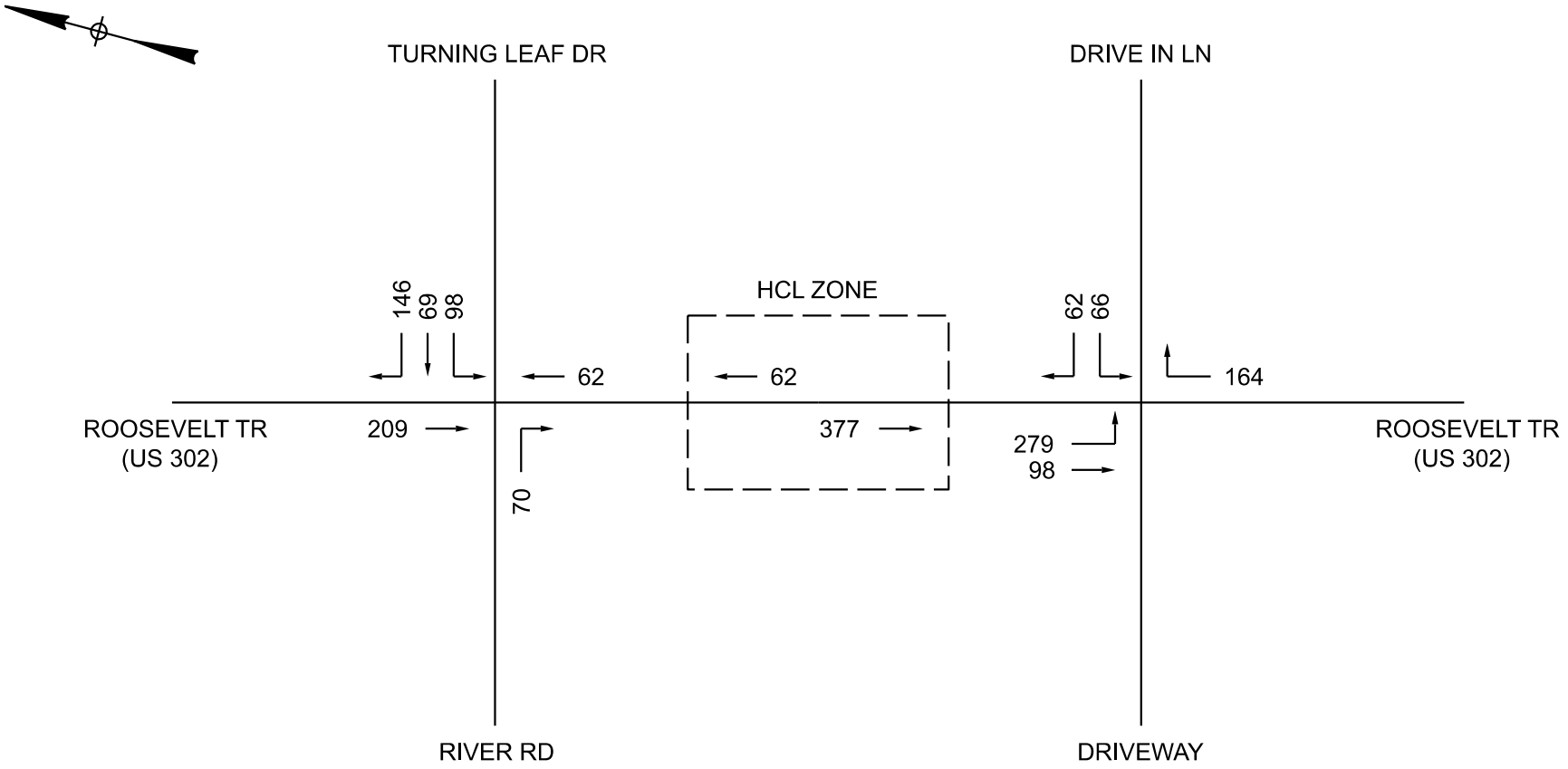
TURNING LEAF HEIGHTS

TURNING LEAF DR, WINDHAM, ME

2452.006.001

DATE: FEB., 2026

Barton & Loguidice



DAILY TRIP ASSIGNMENT
FIGURE 7

TRIP ASSIGNMENT IS BASED ON THE TOTAL DAILY TRAFFIC VOLUMES COLLECTED ON 7/23/2024

TURNING LEAF HEIGHTS
TURNING LEAF DR, WINDHAM, ME
2452.006.001 DATE: FEB., 2026

Barton & Loguidice

SUMMARY	
Project	Barton & Loguidice
Project Code	17016
Site Name	US 302
Intersection Name	Drive In Lane
Legs and Movements	All Processed Legs & Movements
Count Interval	15
Start Time	07:00
End Time	17:45
Location	US 302
Latitude and Longitude	(43.82503, -70.43437)

	START	END	PHF
AM PEAK	**02-04-2026 07:00:00**	**02-04-2026 08:00:00**	**0.98**
PM PEAK	**02-04-2026 16:00:00**	**02-04-2026 17:00:00**	**0.95**
Mid-Day PEAK			
Forced Peak AM			
Forced Peak PM			



Tri-State Traffic Data, Inc.

www.TSTData.com

Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-04-2026

TURNING MOVEMENT DATA

Leg	Driveway							Drive In Lane							US 302							US 302							
Direction	EastBound							WestBound							NorthBound							SouthBound							
Start Time	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Int Total
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	97	1	0	98	0	0	2	197	0	0	199	0	0	297
07:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	107	1	0	108	0	0	5	181	0	0	186	0	0	294
07:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	112	3	0	115	0	0	2	163	0	1	166	0	0	281
07:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	122	2	0	124	0	0	1	169	0	0	170	0	0	294
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	438	7	0	445	0	0	10	710	0	1	721	0	0	1166
08:00	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	128	1	0	129	0	0	2	111	0	0	113	0	0	243
08:15	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	136	2	0	138	0	0	1	168	0	0	169	0	0	308
08:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	93	1	0	94	0	0	1	136	0	0	137	0	0	231
08:45	0	0	1	0	1	0	0	1	0	3	0	4	0	0	0	148	0	0	148	0	0	5	154	0	0	159	0	0	312
Hourly Total	0	0	1	0	1	0	0	1	0	5	0	6	0	0	0	505	4	0	509	0	0	9	569	0	0	578	0	0	1094
15:00	0	0	0	0	0	0	0	0	0	3	0	3	0	0	0	152	1	0	153	0	0	1	133	1	1	136	0	0	292
15:15	0	0	0	0	0	0	0	3	0	1	0	4	0	0	0	170	4	0	174	0	0	2	119	0	1	122	0	0	300
15:30	0	0	0	0	0	0	0	0	0	4	0	4	1	0	0	151	1	0	152	0	0	2	133	0	2	137	0	0	293
15:45	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	180	0	0	180	0	0	0	136	0	0	136	0	0	317
Hourly Total	0	0	0	0	0	0	0	4	0	8	0	12	1	0	0	653	6	0	659	0	0	5	521	1	4	531	0	0	1202
16:00	1	0	0	0	1	0	0	0	0	3	0	3	0	0	2	186	0	0	188	0	0	1	147	0	0	148	0	0	340
16:15	0	0	0	0	0	0	0	0	0	2	0	2	0	0	0	166	0	0	166	0	0	1	153	0	0	154	0	0	322
16:30	0	0	0	0	0	0	0	1	0	2	0	3	0	0	0	176	1	0	177	0	0	2	131	0	0	133	0	0	313
16:45	1	0	0	0	1	0	0	3	0	1	0	4	0	0	0	172	2	0	174	0	0	0	143	0	1	144	0	0	323
Hourly Total	2	0	0	0	2	0	0	4	0	8	0	12	0	0	2	700	3	0	705	0	0	4	574	0	1	579	0	0	1298
17:00	1	0	0	0	1	0	0	0	0	2	0	2	0	0	0	159	1	0	160	0	0	0	173	0	0	173	0	0	336
17:15	2	0	1	0	3	0	0	0	0	1	0	1	0	0	0	162	1	0	163	0	0	0	121	0	0	121	0	0	288
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	151	0	0	151	0	0	0	106	1	0	107	0	0	258
17:45	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	135	0	0	135	0	0	0	115	0	0	115	0	0	251
Hourly Total	4	0	1	0	5	0	0	0	0	3	0	3	0	0	0	607	2	0	609	0	0	0	515	1	0	516	0	0	1133
Grand Total	6	0	2	0	8	0	0	9	0	24	0	33	1	0	2	2903	22	0	2927	0	0	28	2889	2	6	2925	0	0	5893
Approach %	75	0	25	0	100	0	0	27	0	72	0	100	3	0	0	99	0	0	100	0	0	0	98	0	0	99	0	0	400
Total %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	49	0	0	49	0	0	0	49	0	0	49	0	0	100
Motorcycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Motorcycles %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars & Light Goods	6	0	2	0	8	0	0	8	0	22	0	30	0	0	2	2811	20	0	2833	0	0	28	2817	2	6	2853	0	0	5724
Cars & Light Goods	100	0	100	0	0	0	0	88	0	91	0	0	0	0	100	96	90	0	0	0	0	100	97	100	100	0	0	0	97
Single Unit Trucks	0	0	0	0	0	0	0	1	0	2	0	3	0	0	0	65	2	0	67	0	0	0	46	0	0	46	0	0	116
Single Unit Trucks	0	0	0	0	0	0	0	11	0	8	0	0	0	0	0	2	9	0	0	0	0	0	1	0	0	0	0	0	1
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17	0	0	17	0	0	0	8	0	0	8	0	0	25

Tri-State Traffic Data, Inc.

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Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-04-2026

TURNING MOVEMENT DATA

Leg	Driveway							Drive In Lane							US 302							US 302							
Direction	EastBound							WestBound							NorthBound							SouthBound							
Start Time	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Int Total
Articulated Trucks %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	0	10	0	0	0	18	0	0	18	0	0	28
Buses %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle on Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle on Road %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrians %	0	0	0	0	0	0	0	0	0	0	0	0	100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cyclist	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cyclist %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

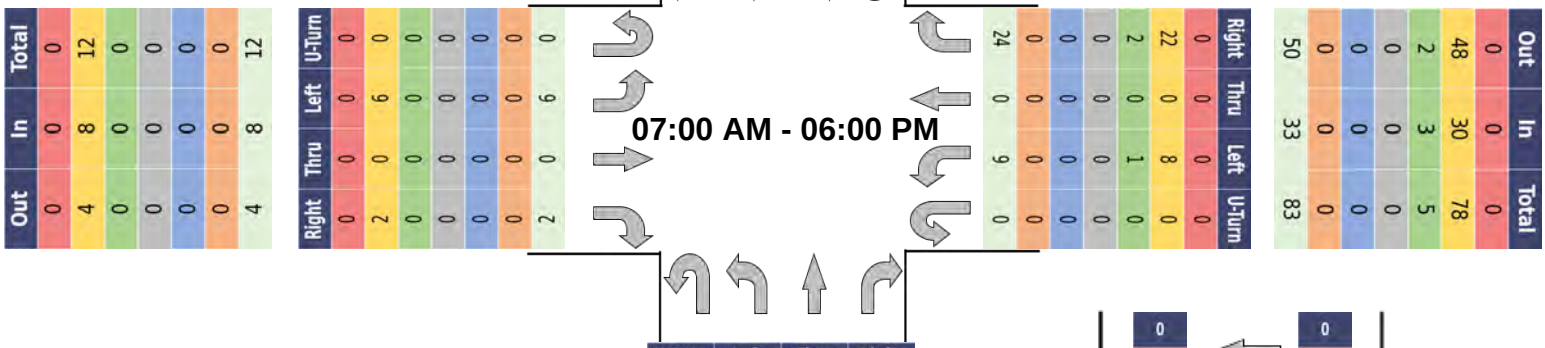
Date: 02-04-2026

Turning Movement Data

Class
Motorcycles
Cars & Light Goods
Single Unit Trucks
Articulated Trucks
Buses
Bicycle on Road
Total

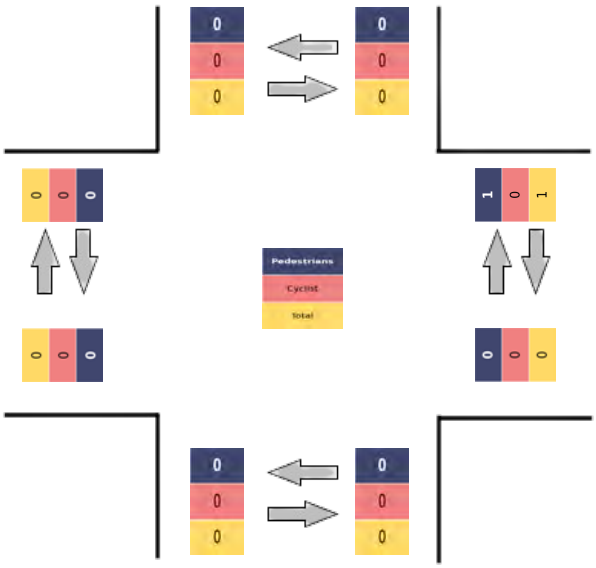
Out	In	Total
0	0	0
2845	2847	5692
67	46	113
17	8	25
10	18	28
0	0	0
2939	2919	5858

Right	Thru	Left	U-Turn
0	0	0	0
2	2817	28	6
0	46	0	0
0	8	0	0
0	18	0	0
0	0	0	0
2	2889	28	6



U-Turn	Left	Thru	Right
0	0	0	0
0	2	2811	20
0	0	65	2
0	0	17	0
0	0	10	0
0	0	0	0
0	2	2903	22

Out	In	Total
0	0	0
2827	2833	5660
47	67	114
8	17	25
18	10	28
0	0	0
2900	2927	5827



Tri-State Traffic Data, Inc.

www.TSTData.com

Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-04-2026

TURNING MOVEMENT AM PEAK HOUR

Leg	Driveway							Drive In Lane							US 302							US 302							
Direction	EastBound							WestBound							NorthBound							SouthBound							
Start Time	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Int Total
07:00:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	97	1	0	98	0	0	2	197	0	0	199	0	0	297
07:15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	107	1	0	108	0	0	5	181	0	0	186	0	0	294
07:30:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	112	3	0	115	0	0	2	163	0	1	166	0	0	281
07:45:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	122	2	0	124	0	0	1	169	0	0	170	0	0	294
Grand Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	438	7	0	445	0	0	10	710	0	1	721	0	0	1166
Approach %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	98	2	0	100	0	0	1	98	0	0	100	0	0	200
Total %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	38	1	0	38	0	0	1	61	0	0	62	0	0	100
Motorcycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Motorcycles %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars & Light Goods	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	402	7	0	409	0	0	10	701	0	1	712	0	0	1121
Cars & Light Goods	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	92	100	0	0	0	0	100	99	0	100	0	0	0	96
Single Unit Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	25	0	0	25	0	0	0	7	0	0	7	0	0	32
Single Unit Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	0	1	0	0	0	0	0	3
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	0	10	0	0	0	2	0	0	2	0	0	12
Articulated Trucks %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	1
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	1
Buses %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle on Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle on Road %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrians %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cyclist	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cyclist %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PHF	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.9	0.58	0.0	0.9	0.0	0.0	0.5	0.9	0.0	0.25	0.91	0.0	0.0	0.98

Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

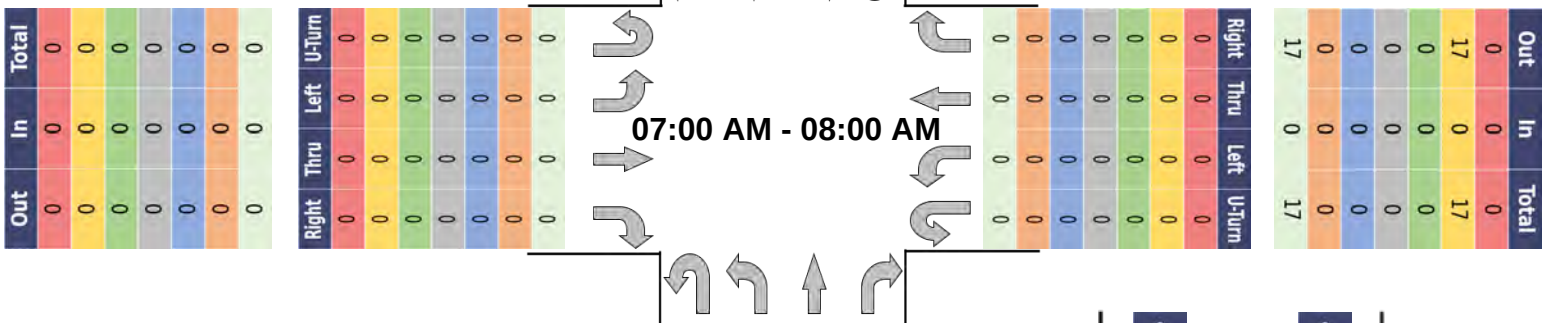
Date: 02-04-2026

AM Peak Turning Movement Data Summary

Class
Motorcycles
Cars & Light Goods
Single Unit Trucks
Articulated Trucks
Buses
Bicycle on Road
Total

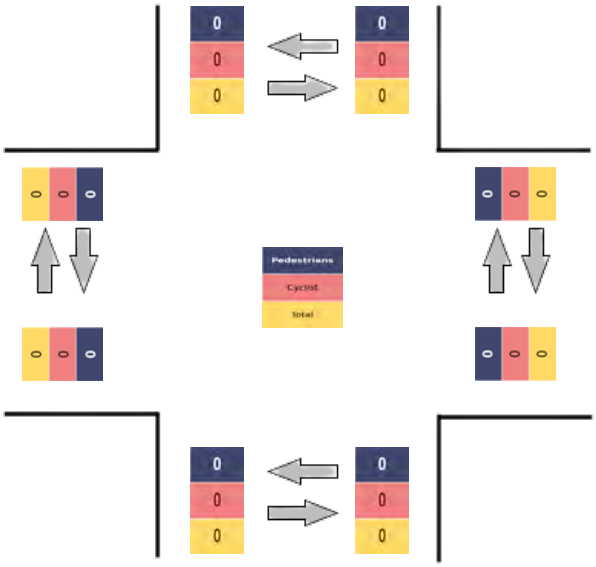
Out	In	Total
0	0	0
403	711	1114
25	7	32
10	2	12
1	0	1
0	0	0
439	720	1159

Right	Thru	Left	U-Turn
0	0	0	0
0	701	10	1
0	7	0	0
0	2	0	0
0	0	0	0
0	0	0	0
0	710	10	1



U-Turn	Left	Thru	Right
0	0	0	0
0	0	402	7
0	0	25	0
0	0	10	0
0	0	1	0
0	0	0	0
0	0	438	7

Out	In	Total
0	0	0
701	409	1110
7	25	32
2	10	12
0	1	1
0	0	0
710	445	1155



Tri-State Traffic Data, Inc.

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Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-04-2026

TURNING MOVEMENT PM PEAK HOUR

Leg	Driveway							Drive In Lane							US 302							US 302							
Direction	EastBound							WestBound							NorthBound							SouthBound							
Start Time	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Int Total
16:00:00	1	0	0	0	1	0	0	0	0	3	0	3	0	0	2	186	0	0	188	0	0	1	147	0	0	148	0	0	340
16:15:00	0	0	0	0	0	0	0	0	0	2	0	2	0	0	0	166	0	0	166	0	0	1	153	0	0	154	0	0	322
16:30:00	0	0	0	0	0	0	0	1	0	2	0	3	0	0	0	176	1	0	177	0	0	2	131	0	0	133	0	0	313
16:45:00	1	0	0	0	1	0	0	3	0	1	0	4	0	0	0	172	2	0	174	0	0	0	143	0	1	144	0	0	323
Grand Total	2	0	0	0	2	0	0	4	0	8	0	12	0	0	2	700	3	0	705	0	0	4	574	0	1	579	0	0	1298
Approach %	100	0	0	0	100	0	0	33	0	67	0	100	0	0	0	99	0	0	100	0	0	1	99	0	0	100	0	0	400
Total %	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	54	0	0	54	0	0	0	44	0	0	45	0	0	100
Motorcycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Motorcycles %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars & Light Goods	2	0	0	0	2	0	0	4	0	8	0	12	0	0	2	693	3	0	698	0	0	4	561	0	1	566	0	0	1278
Cars & Light Goods	100	0	0	0	0	0	0	100	0	100	0	0	0	0	100	99	100	0	0	0	0	100	98	0	100	0	0	0	98
Single Unit Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	6	0	0	0	10	0	0	10	0	0	16
Single Unit Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	2	0	0	0	0	0	1
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	0	0	2
Articulated Trucks %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	1	0	0	1	0	0	2
Buses %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle on Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle on Road %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrians %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cyclist	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cyclist %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PHF	0.5	0.0	0.0	0.0	0.5	0.0	0.0	0.33	0.0	0.67	0.0	0.75	0.0	0.0	0.25	0.94	0.38	0.0	0.94	0.0	0.0	0.5	0.94	0.0	0.25	0.94	0.0	0.0	0.95

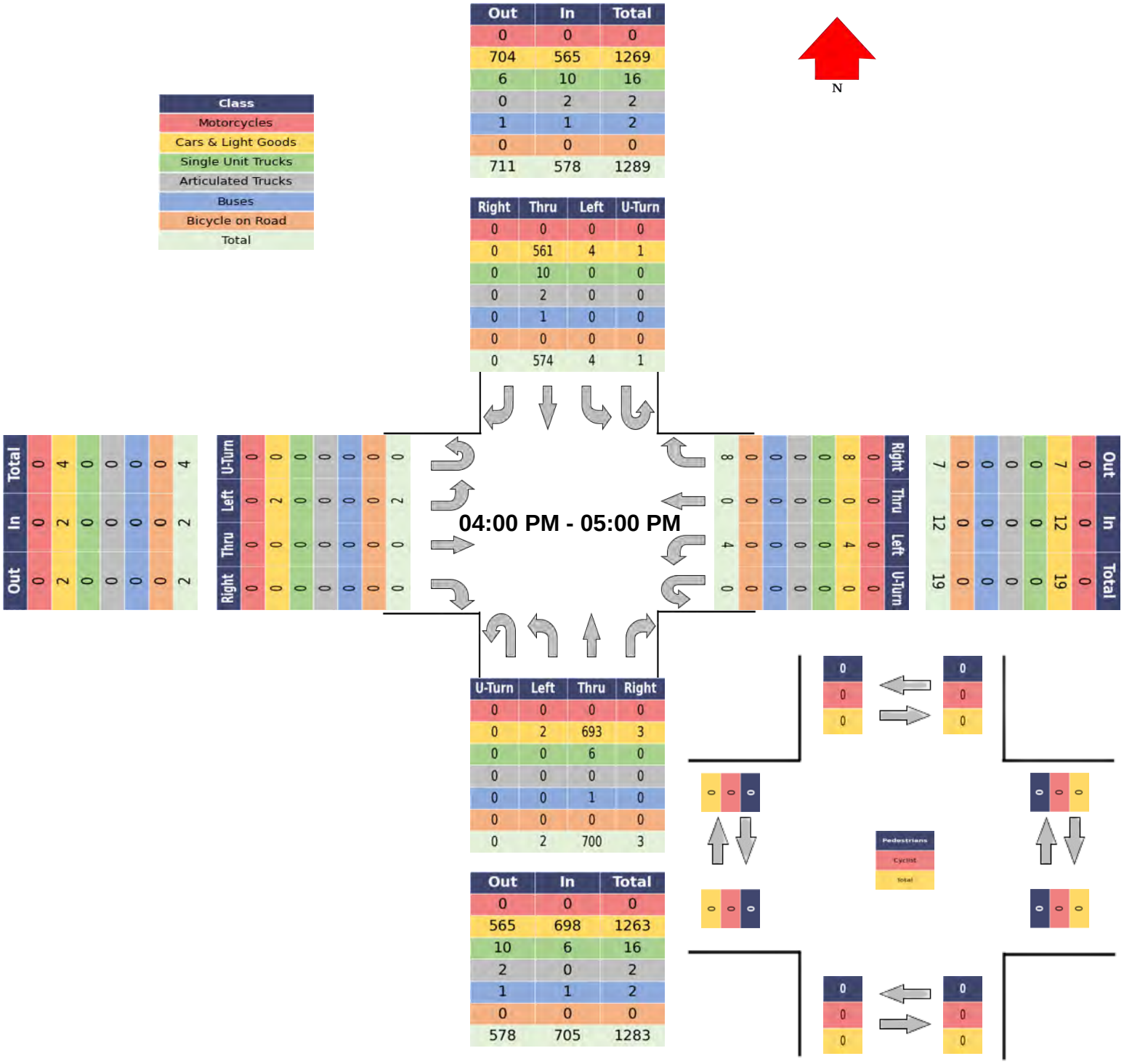
Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-04-2026

PM Peak Turning Movement Data Summary



Tri-State Traffic Data, Inc.

www.TSTData.com

Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-04-2026

Motorcycles

Leg	Driveway						Drive In Lane						US 302						US 302						
Direction	EastBound						WestBound						NorthBound						SouthBound						
Start Time	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Int Total
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Tri-State Traffic Data, Inc.

www.TSTData.com

Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-04-2026

Cars & Light Goods

Leg	Driveway						Drive In Lane						US 302						US 302						
Direction	EastBound						WestBound						NorthBound						SouthBound						
Start Time	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Int Total
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	88	1	0	0	0	2	196	0	0	0	0	287
07:15	0	0	0	0	0	0	0	0	0	0	0	0	0	97	1	0	0	0	5	177	0	0	0	0	280
07:30	0	0	0	0	0	0	0	0	0	0	0	0	0	108	3	0	0	0	2	160	0	1	0	0	274
07:45	0	0	0	0	0	0	0	0	0	0	0	0	0	109	2	0	0	0	1	168	0	0	0	0	280
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	402	7	0	0	0	10	701	0	1	0	0	1121
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	120	0	0	0	0	2	105	0	0	0	0	227
08:15	0	0	0	0	0	0	0	0	1	0	0	0	0	129	2	0	0	0	1	157	0	0	0	0	290
08:30	0	0	0	0	0	0	0	0	0	0	0	0	0	88	1	0	0	0	1	131	0	0	0	0	221
08:45	0	0	1	0	0	0	1	0	3	0	0	0	0	138	0	0	0	0	5	151	0	0	0	0	299
Hourly Total	0	0	1	0	0	0	1	0	4	0	0	0	0	475	3	0	0	0	9	544	0	0	0	0	1037
15:00	0	0	0	0	0	0	0	0	2	0	0	0	0	149	1	0	0	0	1	127	1	1	0	0	282
15:15	0	0	0	0	0	0	2	0	1	0	0	0	0	163	3	0	0	0	2	114	0	1	0	0	286
15:30	0	0	0	0	0	0	0	0	4	0	0	0	0	149	1	0	0	0	2	132	0	2	0	0	290
15:45	0	0	0	0	0	0	1	0	0	0	0	0	0	178	0	0	0	0	0	130	0	0	0	0	309
Hourly Total	0	0	0	0	0	0	3	0	7	0	0	0	0	639	5	0	0	0	5	503	1	4	0	0	1167
16:00	1	0	0	0	0	0	0	0	3	0	0	0	2	181	0	0	0	0	1	145	0	0	0	0	333
16:15	0	0	0	0	0	0	0	0	2	0	0	0	0	165	0	0	0	0	1	152	0	0	0	0	320
16:30	0	0	0	0	0	0	1	0	2	0	0	0	0	176	1	0	0	0	2	128	0	0	0	0	310
16:45	1	0	0	0	0	0	3	0	1	0	0	0	0	171	2	0	0	0	0	136	0	1	0	0	315
Hourly Total	2	0	0	0	0	0	4	0	8	0	0	0	2	693	3	0	0	0	4	561	0	1	0	0	1278
17:00	1	0	0	0	0	0	0	0	2	0	0	0	0	157	1	0	0	0	0	169	0	0	0	0	330
17:15	2	0	1	0	0	0	0	0	1	0	0	0	0	162	1	0	0	0	0	119	0	0	0	0	286
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	148	0	0	0	0	0	105	1	0	0	0	254
17:45	1	0	0	0	0	0	0	0	0	0	0	0	0	135	0	0	0	0	0	115	0	0	0	0	251
Hourly Total	4	0	1	0	0	0	0	0	3	0	0	0	0	602	2	0	0	0	0	508	1	0	0	0	1121
Total	6	0	2	0	0	0	8	0	22	0	0	0	2	2811	20	0	0	0	28	2817	2	6	0	0	5724

Tri-State Traffic Data, Inc.

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Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-04-2026

Single Unit Trucks

Leg	Driveway						Drive In Lane						US 302						US 302						
Direction	EastBound						WestBound						NorthBound						SouthBound						
Start Time	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Int Total
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0	0	0	0	0	0	0	0	0	0	7
07:15	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0	0	0	0	0	4	0	0	0	0	11
07:30	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2	0	0	0	0	4
07:45	0	0	0	0	0	0	0	0	0	0	0	0	0	9	0	0	0	0	0	1	0	0	0	0	10
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	25	0	0	0	0	0	7	0	0	0	0	32
08:00	0	0	0	0	0	0	0	0	1	0	0	0	0	5	1	0	0	0	0	3	0	0	0	0	10
08:15	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2	0	0	0	0	4
08:30	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	2	0	0	0	0	5
08:45	0	0	0	0	0	0	0	0	0	0	0	0	0	9	0	0	0	0	0	3	0	0	0	0	12
Hourly Total	0	0	0	0	0	0	0	0	1	0	0	0	0	19	1	0	0	0	0	10	0	0	0	0	31
15:00	0	0	0	0	0	0	0	0	1	0	0	0	0	2	0	0	0	0	0	5	0	0	0	0	8
15:15	0	0	0	0	0	0	1	0	0	0	0	0	0	5	1	0	0	0	0	5	0	0	0	0	12
15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	5	0	0	0	0	7
Hourly Total	0	0	0	0	0	0	1	0	1	0	0	0	0	10	1	0	0	0	0	15	0	0	0	0	28
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	2	0	0	0	0	6
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	2
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	2
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	5	0	0	0	0	6
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	10	0	0	0	0	16
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2	0	0	0	0	4
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	1	0	0	0	0	4
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	4	0	0	0	0	9
Total	0	0	0	0	0	0	1	0	2	0	0	0	0	65	2	0	0	0	0	46	0	0	0	0	116

Tri-State Traffic Data, Inc.

www.TSTData.com

Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-04-2026

Articulated Trucks

Leg	Driveway						Drive In Lane						US 302						US 302						
Direction	EastBound						WestBound						NorthBound						SouthBound						
Start Time	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Int Total
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	1	0	0	0	0	3
07:15	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3
07:30	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	1	0	0	0	0	3
07:45	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	2	0	0	0	0	12
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	1	0	0	0	0	4
08:30	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2
08:45	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	1	0	0	0	0	7
15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	2
15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	3	0	0	0	0	4
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	2
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	17	0	0	0	0	0	8	0	0	0	0	25

Tri-State Traffic Data, Inc.

www.TSTData.com

Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-04-2026

Buses

Leg	Driveway						Drive In Lane						US 302						US 302						
Direction	EastBound						WestBound						NorthBound						SouthBound						
Start Time	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Int Total
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	3	0	0	0	0	6
08:15	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	8	0	0	0	0	10
08:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	3
08:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	14	0	0	0	0	19
15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2
15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	2
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	2
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	3
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	18	0	0	0	0	28

Tri-State Traffic Data, Inc.

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Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-04-2026

Bicycle on Road

Leg	Driveway						Drive In Lane						US 302						US 302						
Direction	EastBound						WestBound						NorthBound						SouthBound						
Start Time	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Int Total
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

SUMMARY	
Project	Barton & Loguidice
Project Code	17016
Site Name	US 302
Intersection Name	Drive In Lane
Legs and Movements	All Processed Legs & Movements
Count Interval	15
Start Time	07:00
End Time	17:45
Location	US 302
Latitude and Longitude	(43.82503, -70.43437)

	START	END	PHF
AM PEAK	**02-05-2026 08:00:00**	**02-05-2026 09:00:00**	**0.46**
PM PEAK	**02-05-2026 15:45:00**	**02-05-2026 16:45:00**	**0.96**
Mid-Day PEAK			
Forced Peak AM			
Forced Peak PM			



Tri-State Traffic Data, Inc.

www.TSTData.com

Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-05-2026

TURNING MOVEMENT DATA

Leg	Driveway							Drive In Lane							US 302							US 302							
Direction	EastBound							WestBound							NorthBound							SouthBound							
Start Time	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Int Total
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30	0	0	0	0	0	0	0	2	0	2	0	4	0	0	0	107	3	0	110	0	0	4	117	0	0	121	0	0	235
08:45	0	0	0	0	0	0	0	0	0	3	0	3	0	0	0	132	1	0	133	0	0	1	148	0	0	149	0	0	285
Hourly Total	0	0	0	0	0	0	0	2	0	5	0	7	0	0	0	239	4	0	243	0	0	5	265	0	0	270	0	0	520
15:00	0	0	0	0	0	0	0	0	0	3	0	3	0	0	0	176	0	0	176	0	0	2	152	0	0	154	0	0	333
15:15	0	0	0	0	0	0	0	1	0	2	0	3	0	0	0	173	1	0	174	0	0	2	141	0	0	143	0	0	320
15:30	0	0	0	0	0	0	0	2	0	4	0	6	0	0	0	173	0	0	173	0	0	1	143	0	1	145	0	0	324
15:45	0	0	0	0	0	0	0	2	0	0	0	2	0	0	0	183	1	0	184	0	0	2	173	0	0	175	0	0	361
Hourly Total	0	0	0	0	0	0	0	5	0	9	0	14	0	0	0	705	2	0	707	0	0	7	609	0	1	617	0	0	1338
16:00	0	0	1	0	1	0	0	0	0	5	0	5	0	0	0	213	0	0	213	0	0	2	156	0	2	160	0	0	379
16:15	0	0	0	0	0	0	0	1	0	2	0	3	0	0	0	190	1	0	191	0	0	3	164	1	3	171	0	0	365
16:30	0	0	0	0	0	0	0	1	0	3	0	4	0	0	0	212	2	0	214	0	0	1	131	0	0	132	0	0	350
16:45	0	0	1	0	1	0	0	0	0	3	0	3	0	0	1	174	0	0	175	0	0	0	172	0	0	172	0	0	351
Hourly Total	0	0	2	0	2	0	0	2	0	13	0	15	0	0	1	789	3	0	793	0	0	6	623	1	5	635	0	0	1445
17:00	0	0	0	0	0	0	0	1	0	7	0	8	0	0	1	191	0	0	192	0	0	0	139	0	1	140	0	0	340
17:15	0	0	0	0	0	0	0	1	0	1	0	2	0	0	0	153	1	0	154	0	0	0	135	0	0	135	0	0	291
17:30	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	152	0	0	152	0	0	0	120	1	0	121	0	0	274
17:45	0	0	1	0	1	0	0	0	0	1	0	1	0	0	0	144	1	0	145	0	0	0	134	0	0	134	0	0	281
Hourly Total	0	0	1	0	1	0	0	2	0	10	0	12	0	0	1	640	2	0	643	0	0	0	528	1	1	530	0	0	1186
Grand Total	0	0	3	0	3	0	0	11	0	37	0	48	0	0	2	2373	11	0	2386	0	0	18	2025	2	7	2052	0	0	4489
Approach %	0	0	100	0	100	0	0	22	0	77	0	100	0	0	0	99	0	0	100	0	0	0	98	0	0	100	0	0	400
Total %	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	52	0	0	53	0	0	0	45	0	0	45	0	0	100
Motorcycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Motorcycles %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars & Light Goods	0	0	3	0	3	0	0	11	0	37	0	48	0	0	2	2322	11	0	2335	0	0	18	1973	2	7	2000	0	0	4386
Cars & Light Goods	0	0	100	0	0	0	0	100	0	100	0	0	0	0	100	97	100	0	0	0	0	100	97	100	100	0	0	0	97
Single Unit Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	32	0	0	32	0	0	0	33	0	0	33	0	0	65
Single Unit Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	1
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0	0	7	0	0	0	8	0	0	8	0	0	15

Tri-State Traffic Data, Inc.

www.TSTData.com

Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-05-2026

TURNING MOVEMENT DATA

Leg	Driveway							Drive In Lane							US 302							US 302							
Direction	EastBound							WestBound							NorthBound							SouthBound							
Start Time	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Int Total
Articulated Trucks %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11	0	0	11	0	0	0	11	0	0	11	0	0	22
Buses %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle on Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	1
Bicycle on Road %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrians %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cyclist	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cyclist %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Tri-State Traffic Data, Inc.

www.TSTData.com

Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

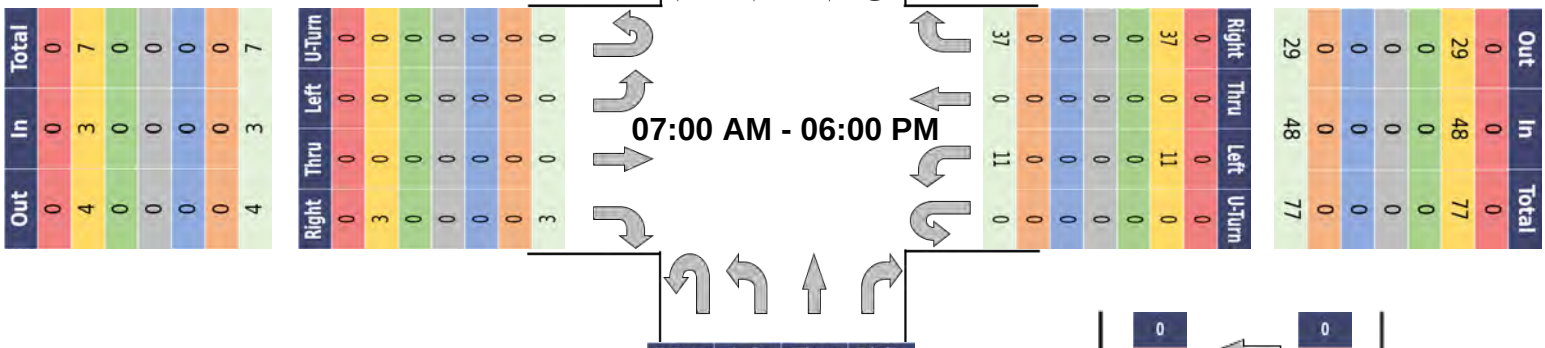
Date: 02-05-2026

Turning Movement Data

Class
Motorcycles
Cars & Light Goods
Single Unit Trucks
Articulated Trucks
Buses
Bicycle on Road
Total

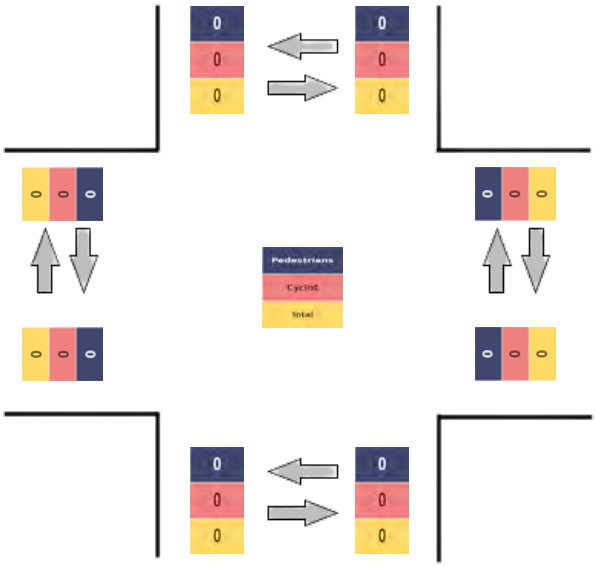
Out	In	Total
0	0	0
2366	1993	4359
32	33	65
7	8	15
11	11	22
1	0	1
2417	2045	4462

Right	Thru	Left	U-Turn
0	0	0	0
2	1973	18	7
0	33	0	0
0	8	0	0
0	11	0	0
0	0	0	0
2	2025	18	7



U-Turn	Left	Thru	Right
0	0	0	0
0	2	2322	11
0	0	32	0
0	0	7	0
0	0	11	0
0	0	1	0
0	2	2373	11

Out	In	Total
0	0	0
1987	2335	4322
33	32	65
8	7	15
11	11	22
0	1	1
2039	2386	4425



Tri-State Traffic Data, Inc.

www.TSTData.com

Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-05-2026

TURNING MOVEMENT AM PEAK HOUR

Leg	Driveway							Drive In Lane							US 302							US 302							
Direction	EastBound							WestBound							NorthBound							SouthBound							
Start Time	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Int Total
08:00:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30:00	0	0	0	0	0	0	0	2	0	2	0	4	0	0	0	107	3	0	110	0	0	4	117	0	0	121	0	0	235
08:45:00	0	0	0	0	0	0	0	0	0	3	0	3	0	0	0	132	1	0	133	0	0	1	148	0	0	149	0	0	285
Grand Total	0	0	0	0	0	0	0	2	0	5	0	7	0	0	0	239	4	0	243	0	0	5	265	0	0	270	0	0	520
Approach %	0	0	0	0	0	0	0	29	0	71	0	100	0	0	0	98	2	0	100	0	0	2	98	0	0	100	0	0	300
Total %	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	46	1	0	47	0	0	1	51	0	0	52	0	0	100
Motorcycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Motorcycles %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars & Light Goods	0	0	0	0	0	0	0	2	0	5	0	7	0	0	0	224	4	0	228	0	0	5	256	0	0	261	0	0	496
Cars & Light Goods	0	0	0	0	0	0	0	100	0	100	0	0	0	0	0	94	100	0	0	0	0	100	97	0	0	0	0	0	95
Single Unit Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	0	0	12	0	0	0	4	0	0	4	0	0	16
Single Unit Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	2	0	0	0	0	0	3
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	3	0	0	0	2	0	0	2	0	0	5
Articulated Trucks %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	0	0	0	0	0	1
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	3	0	0	3
Buses %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
Bicycle on Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle on Road %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrians %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cyclist	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cyclist %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PHF	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.25	0.0	0.42	0.0	0.44	0.0	0.0	0.0	0.45	0.33	0.0	0.46	0.0	0.0	0.31	0.45	0.0	0.0	0.45	0.0	0.0	0.46

Tri-State Traffic Data, Inc.

www.TSTData.com

Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

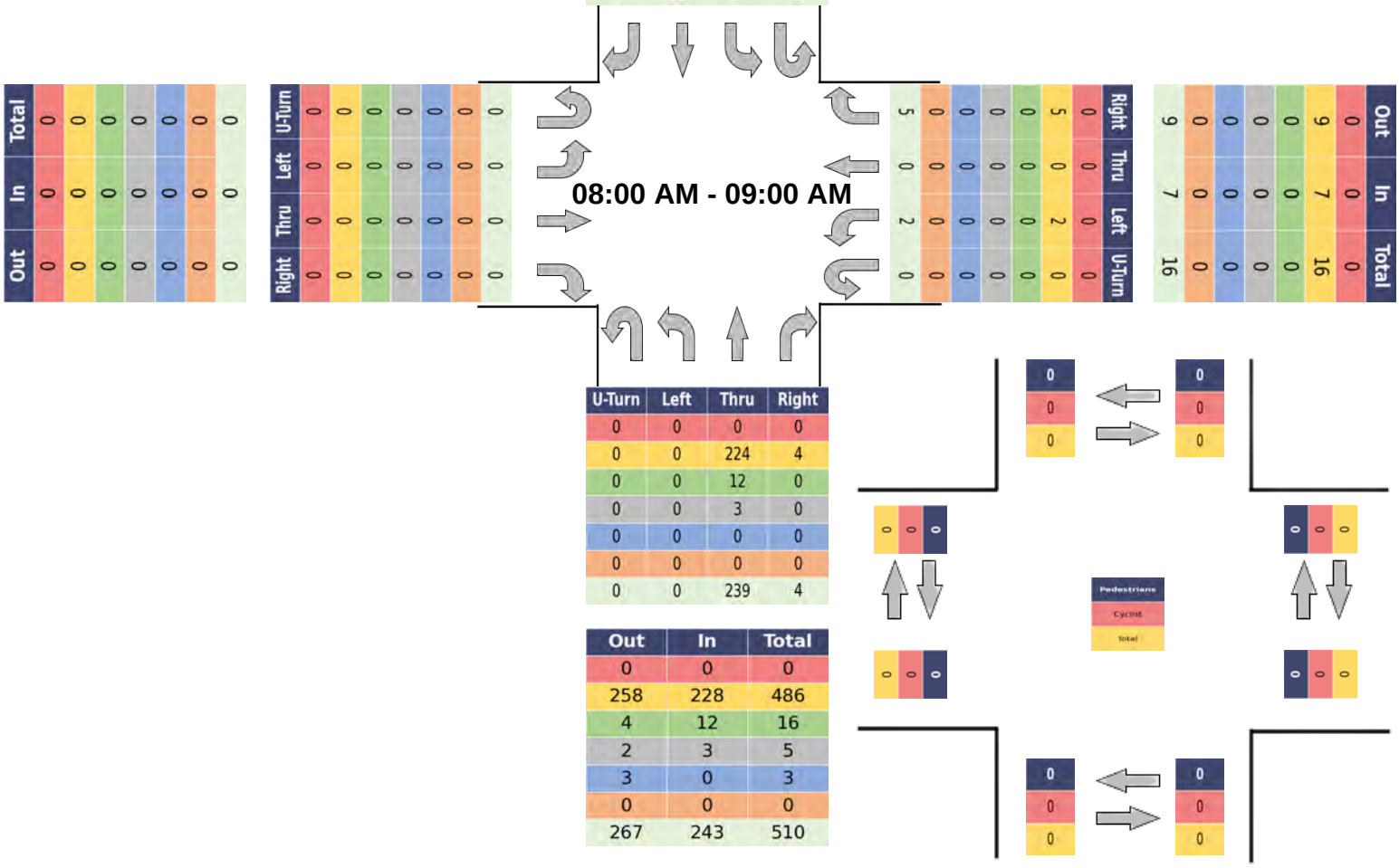
Date: 02-05-2026

AM Peak Turning Movement Data Summary

Class
Motorcycles
Cars & Light Goods
Single Unit Trucks
Articulated Trucks
Buses
Bicycle on Road
Total

Out	In	Total
0	0	0
229	261	490
12	4	16
3	2	5
0	3	3
0	0	0
244	270	514

Right	Thru	Left	U-Turn
0	0	0	0
0	256	5	0
0	4	0	0
0	2	0	0
0	3	0	0
0	0	0	0
0	265	5	0



U-Turn	Left	Thru	Right
0	0	0	0
0	0	224	4
0	0	12	0
0	0	3	0
0	0	0	0
0	0	0	0
0	0	239	4

Out	In	Total
0	0	0
258	228	486
4	12	16
2	3	5
3	0	3
0	0	0
267	243	510

Tri-State Traffic Data, Inc.

www.TSTData.com

Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-05-2026

TURNING MOVEMENT PM PEAK HOUR

Leg	Driveway							Drive In Lane							US 302							US 302							
Direction	EastBound							WestBound							NorthBound							SouthBound							
Start Time	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	App Total	Peds CW	Peds CCW	Int Total
15:45:00	0	0	0	0	0	0	0	2	0	0	0	2	0	0	0	183	1	0	184	0	0	2	173	0	0	175	0	0	361
16:00:00	0	0	1	0	1	0	0	0	0	5	0	5	0	0	0	213	0	0	213	0	0	2	156	0	2	160	0	0	379
16:15:00	0	0	0	0	0	0	0	1	0	2	0	3	0	0	0	190	1	0	191	0	0	3	164	1	3	171	0	0	365
16:30:00	0	0	0	0	0	0	0	1	0	3	0	4	0	0	0	212	2	0	214	0	0	1	131	0	0	132	0	0	350
Grand Total	0	0	1	0	1	0	0	4	0	10	0	14	0	0	0	798	4	0	802	0	0	8	624	1	5	638	0	0	1455
Approach %	0	0	100	0	100	0	0	29	0	71	0	100	0	0	0	100	0	0	100	0	0	1	98	0	1	100	0	0	400
Total %	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	55	0	0	55	0	0	1	43	0	0	44	0	0	100
Motorcycles	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Motorcycles %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars & Light Goods	0	0	1	0	1	0	0	4	0	10	0	14	0	0	0	781	4	0	785	0	0	8	605	1	5	619	0	0	1419
Cars & Light Goods	0	0	100	0	0	0	0	100	0	100	0	0	0	0	0	98	100	0	0	0	0	100	97	100	100	0	0	0	98
Single Unit Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11	0	0	11	0	0	0	16	0	0	16	0	0	27
Single Unit Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	3	0	0	0	0	0	2
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	0	0	0	1	0	0	1	0	0	3
Articulated Trucks %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	4	0	0	0	2	0	0	2	0	0	6
Buses %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle on Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle on Road %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrians %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cyclist	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cyclist %	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PHF	0.0	0.0	0.25	0.0	0.25	0.0	0.0	0.5	0.0	0.5	0.0	0.7	0.0	0.0	0.0	0.94	0.5	0.0	0.94	0.0	0.0	0.67	0.9	0.25	0.42	0.91	0.0	0.0	0.96

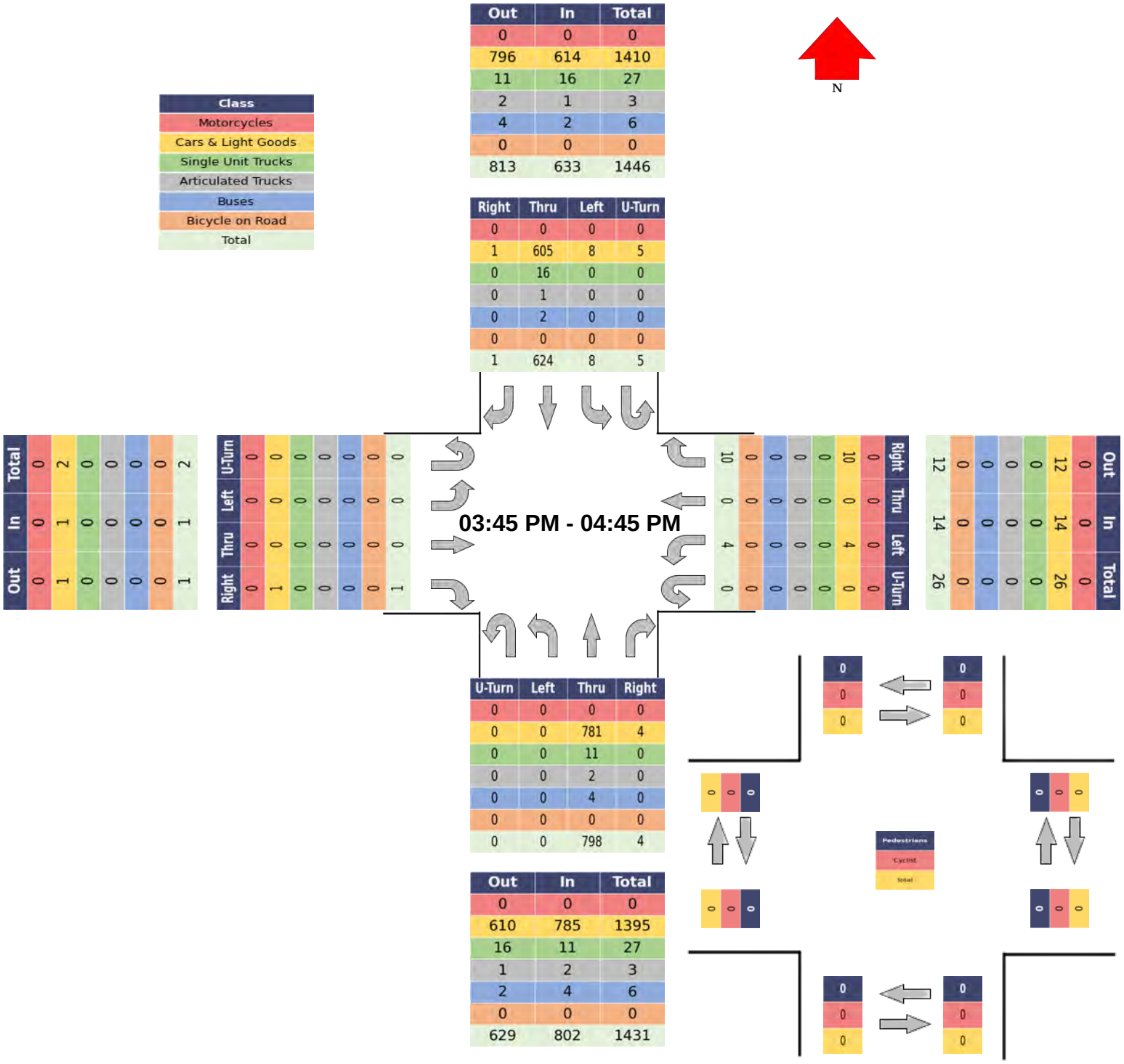
Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-05-2026

PM Peak Turning Movement Data Summary



Tri-State Traffic Data, Inc.

www.TSTData.com

Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-05-2026

Motorcycles

Leg	Driveway						Drive In Lane						US 302						US 302						
Direction	EastBound						WestBound						NorthBound						SouthBound						
Start Time	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Int Total
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Tri-State Traffic Data, Inc.

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Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-05-2026

Cars & Light Goods

Leg	Driveway						Drive In Lane						US 302						US 302						
Direction	EastBound						WestBound						NorthBound						SouthBound						
Start Time	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Int Total
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30	0	0	0	0	0	0	2	0	2	0	0	0	0	103	3	0	0	0	4	112	0	0	0	0	226
08:45	0	0	0	0	0	0	0	0	3	0	0	0	0	121	1	0	0	0	1	144	0	0	0	0	270
Hourly Total	0	0	0	0	0	0	2	0	5	0	0	0	0	224	4	0	0	0	5	256	0	0	0	0	496
15:00	0	0	0	0	0	0	0	0	3	0	0	0	0	169	0	0	0	0	2	143	0	0	0	0	317
15:15	0	0	0	0	0	0	1	0	2	0	0	0	0	167	1	0	0	0	2	136	0	0	0	0	309
15:30	0	0	0	0	0	0	2	0	4	0	0	0	0	169	0	0	0	0	1	140	0	1	0	0	317
15:45	0	0	0	0	0	0	2	0	0	0	0	0	0	176	1	0	0	0	2	173	0	0	0	0	354
Hourly Total	0	0	0	0	0	0	5	0	9	0	0	0	0	681	2	0	0	0	7	592	0	1	0	0	1297
16:00	0	0	1	0	0	0	0	0	5	0	0	0	0	209	0	0	0	0	2	150	0	2	0	0	369
16:15	0	0	0	0	0	0	1	0	2	0	0	0	0	186	1	0	0	0	3	157	1	3	0	0	354
16:30	0	0	0	0	0	0	1	0	3	0	0	0	0	210	2	0	0	0	1	125	0	0	0	0	342
16:45	0	0	1	0	0	0	0	0	3	0	0	0	1	174	0	0	0	0	0	172	0	0	0	0	351
Hourly Total	0	0	2	0	0	0	2	0	13	0	0	0	1	779	3	0	0	0	6	604	1	5	0	0	1416
17:00	0	0	0	0	0	0	1	0	7	0	0	0	1	191	0	0	0	0	0	138	0	1	0	0	339
17:15	0	0	0	0	0	0	1	0	1	0	0	0	0	153	1	0	0	0	0	132	0	0	0	0	288
17:30	0	0	0	0	0	0	0	0	1	0	0	0	0	151	0	0	0	0	0	119	1	0	0	0	272
17:45	0	0	1	0	0	0	0	0	1	0	0	0	0	143	1	0	0	0	0	132	0	0	0	0	278
Hourly Total	0	0	1	0	0	0	2	0	10	0	0	0	1	638	2	0	0	0	0	521	1	1	0	0	1177
Total	0	0	3	0	0	0	11	0	37	0	0	0	2	2322	11	0	0	0	18	1973	2	7	0	0	4386

Tri-State Traffic Data, Inc.

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Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-05-2026

Single Unit Trucks

Leg	Driveway						Drive In Lane						US 302						US 302						
Direction	EastBound						WestBound						NorthBound						SouthBound						
Start Time	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Int Total
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	2	0	0	0	0	5
08:45	0	0	0	0	0	0	0	0	0	0	0	0	0	9	0	0	0	0	0	2	0	0	0	0	11
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	12	0	0	0	0	0	4	0	0	0	0	16
15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	5	0	0	0	0	7
15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	3	0	0	0	0	6
15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	1	0	0	0	0	4
15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	5	0	0	0	0	0	0	0	0	0	0	5
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	13	0	0	0	0	0	9	0	0	0	0	22
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	6	0	0	0	0	7
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	5	0	0	0	0	9
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	5	0	0	0	0	6
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	0	0	16	0	0	0	0	22
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	2
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	2
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	4	0	0	0	0	5
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	32	0	0	0	0	0	33	0	0	0	0	65

Tri-State Traffic Data, Inc.

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Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-05-2026

Articulated Trucks

Leg	Driveway						Drive In Lane						US 302						US 302						
Direction	EastBound						WestBound						NorthBound						SouthBound						
Start Time	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Int Total
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	2
08:45	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	1	0	0	0	0	3
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	2	0	0	0	0	5
15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2	0	0	0	0	4
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	2
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	3
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	3	0	0	0	0	4
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0	0	0	0	0	8	0	0	0	0	15

Tri-State Traffic Data, Inc.

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Site: US 302

Intersection Name: Drive In Lane

GPS: 43.82503, -70.43437

Date: 02-05-2026

Buses

Leg	Driveway						Drive In Lane						US 302						US 302						
Direction	EastBound						WestBound						NorthBound						SouthBound						
Start Time	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Int Total
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	2
08:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	3
15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	4	0	0	0	0	8
15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	1	0	0	0	0	3
15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0	0	2
15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0	0	0	6	0	0	0	0	14
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0	0	3
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	0	0	0	2	0	0	0	0	5
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	11	0	0	0	0	0	11	0	0	0	0	22

Tri-State Traffic Data, Inc.

www.TSTData.com

Site: US 302

Intersection Name: Drive In Lane

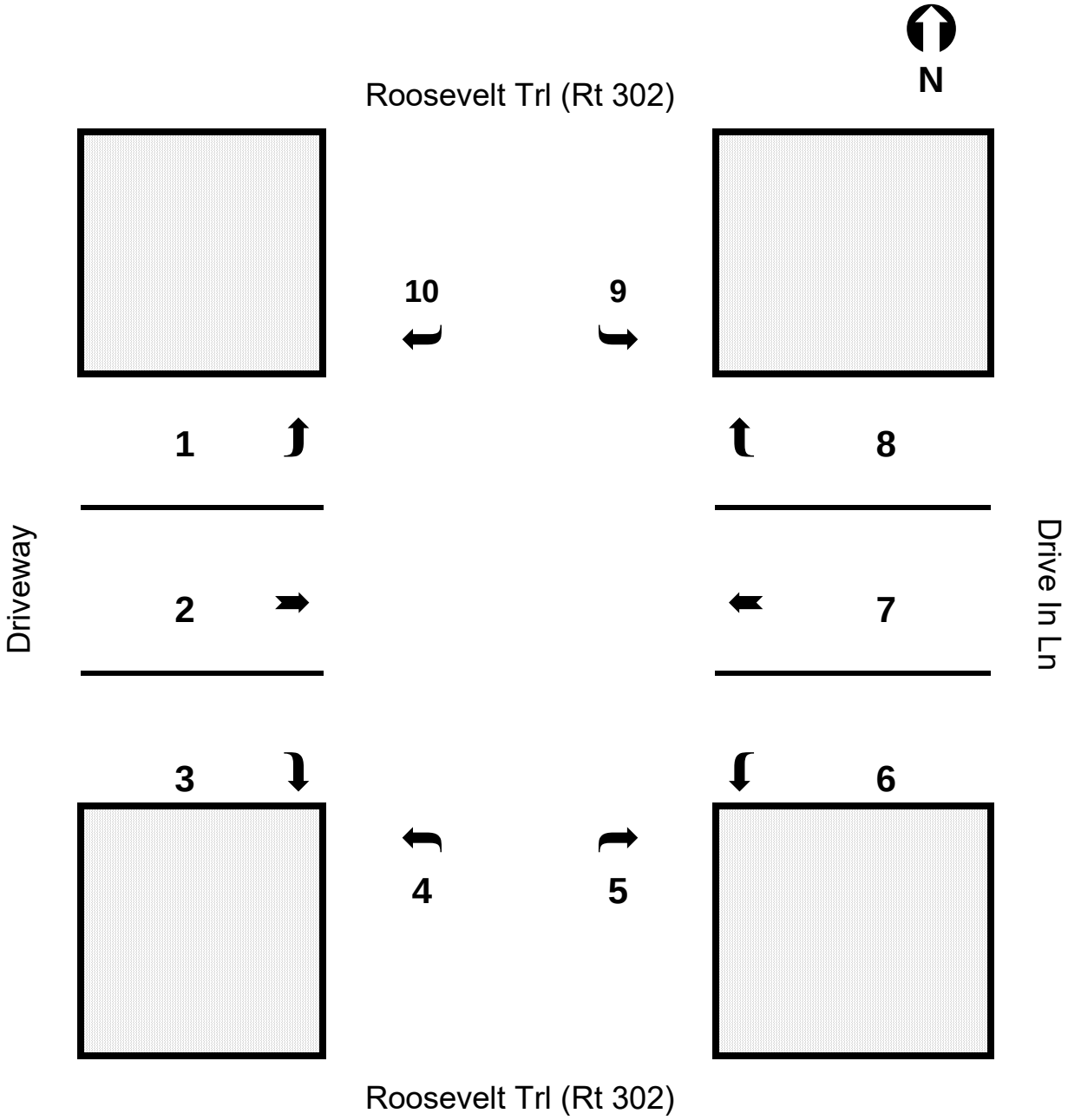
GPS: 43.82503, -70.43437

Date: 02-05-2026

Bicycle on Road

Leg	Driveway						Drive In Lane						US 302						US 302						
Direction	EastBound						WestBound						NorthBound						SouthBound						
Start Time	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Left	Thru	Right	U-Turn	Peds CW	Peds CCW	Int Total
07:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
07:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
08:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:15	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
15:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
16:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1

TURNING MOVEMENT COUNTS	
DATE:	3/11/2026
TIME:	9AM to 12PM
COUNTER:	DEO
WEATHER:	Partly Cloudy
LOCATION:	Drive In Ln @ Roosevelt Trl (Rt 302)
PROJECT #:	**2452.006.001**



Count Summary Movements											
	Driveway (EB)			Roosevelt Trl (NB)		Drive In Ln (WB)			Roosevelt Trl (SB)		
	Left	Through	Right	Left	Right	Left	Through	Right	Left	Right	
	1	2	3	4	5	6	7	8	9	10	TOTAL
9:00 9:15	1P		0		2	1		0	0	0	3
9:15 9:30	0		0		0	0		1	1	0	2
9:30 9:45	0		0		0	1		2	3	0	6
9:45 10:00	0		0		1	1		0	0	0	2
10:00 10:15	0		0		4	0		3	2	1	10
10:15 10:30	0		0		3	1		1P 5	1	0	10
10:30 10:45	0		0		1	0		1	1	0	3
10:45 11:00	**0**		**0**		**3**	**2**		**1**	**3**	**2**	**11**
11:00 11:15	**0**		**0**		**1P**	**2**		**5**	**4**	**0**	**11**
11:15 11:30	**1P**		**1**		**1**	**2**		**1**	**3**	**0**	**8**
11:30 11:45	**0**		**1**		**2**	**0**		**1**	**3**	**0**	**7**
11:45 12:00	1		0		1B 2	1		2	4	0	10
Peak Hour Summary: 10:45 AM To 11:45 AM											
	0	0	2	0	6	6	0	8	13	2	37

H = Heavy Vehicle/Bus, P = Pedestrian, B = Bicycle

APPENDIX B

MAINEDOT CRASH DATA & MERGE ANALYSIS PLAN


14819
18755
Abby Rd
Badger Run
115
10923
CRF: 4.02
Crashes: 25
North Windham
16919
71550
35
71549
Tandberg Trl
Arlene Ln
Robin Ln
302
Roosevelt Trl
19537
19538
Sposedo Rd
Dunridge Cir
Greenwood Terr
10928
10927
Pork Dr
Collins Pond Rd
Mercedyle Rd
Emerson Dr
18757
Fern Av
18753
18754
18756
18751
Collins Pond
10931
18438
18264
10930
Collinwood Cir
10933
Running Brook Rd
Wedgewood Dr
10929
Dusty Rhu
19532
Upland Dr
WINDHAM
18218
18362
18217
18361
19531
19530
Underwood Wy
Bumpa Ln
Hawthorne Dr
Cotton Dr
18219
19529
Mabel Jean
Architectural Dr
Taylor Ln
65237
63227
16917
66730
18752
Pitch Brook
River Rd
19514
Fearon Ln
63518
63516
Donna Rd
Vincenzo Dr
18221
19555
19554
Pottersville Rd
19513
Scale: 1:7686
400ft
59525
Commons Av
59524

Maine Department Of Transportation - Office of Safety, Crash Records Section

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☑ **Crash Summary I** ☐ **Section Detail** ☑ **Crash Summary II** ☐ **1320 Public** ☐ **1320 Private** ☐ **1320 Summary**

REPORT DESCRIPTION

Windham
Roosevelt Trl-River Rd area

REPORT PARAMETERS

Year 2022, Start Month 1 through Year 2024 End Month: 12

Route: **0302X**	Start Node: **63516**	Start Offset: **0**	☐ **Exclude First Node**
	End Node: **16919**	End Offset: **0**	☐ **Exclude Last Node**
Route: **0500782**	Start Node: **16917**	Start Offset: **0**	☑ **Exclude First Node**
	End Node: **66730**	End Offset: **0**	☐ **Exclude Last Node**
Route: **3209680**	Start Node: **66730**	Start Offset: **0**	☑ **Exclude First Node**
	End Node: **16917**	End Offset: **0**	☑ **Exclude Last Node**

Crash Summary I

Nodes

Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
P16917	0302X - 14.67	Int of RIVER RD ROOSEVELT TRL	9	19	0	1	1	4	13	31.6	8.821	0.72	1.09	0.66
												Statewide Crash Rate:	0.69	
16919	0302X - 15.16	Int of ROOSEVELT TRL TANDBERG TRL	9	34	0	0	4	4	26	23.5	14.605	0.78	1.00	0.77
												Statewide Crash Rate:	0.69	
63516	0302X - 14.49	Int of DRIVE IN LN ROOSEVELT TRL	2	1	0	1	0	0	0	100.0	5.810	0.06	0.32	0.00
												Statewide Crash Rate:	0.13	
A65227	0302X - 14.68	Int of ROOSEVELT TRL TURNING LEAF DR	2	0	0	0	0	0	0	0.0	0.000	0.00	0.00	0.00
												Statewide Crash Rate:	0.13	
66730	0500782 - 0.03	Non Int RIVER RD	2	0	0	0	0	0	0	0.0	2.885	0.00	0.39	0.00
												Statewide Crash Rate:	0.13	
Study Years:	3.00	**NODE TOTALS:**		54	0	2	5	8	39	27.8	32.121	0.56	0.73	0.77

Crash Summary I

Sections

Start Node	End Node	Element	Offset Begin - End	Route - MP	Section Length	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF
63516	16917	3139589	0 - 0.18	0302X - 14.49	0.18	2	15	1	0	0	1	13	13.3	0.01043	479.51	379.02	1.27
Int of DRIVE IN LN ROOSEVELT TRL				US 302											Statewide Crash Rate: 192.78		
16917	65227	3154071	0 - 0.01	0302X - 14.67	0.01	2	0	0	0	0	0	0	0.0	0.00079	0.00	715.85	0.00
Int of RIVER RD ROOSEVELT TRL				US 302											Statewide Crash Rate: 192.78		
16919	65227	3943924	0 - 0.48	0302X - 14.68	0.48	2	70	0	0	3	8	59	15.7	0.04283	544.75	288.67	1.89
Int of ROOSEVELT TRL TANDBERG TRL				US 302											Statewide Crash Rate: 192.78		
16917	66730	3153143	0 - 0.03	0500782 - 0	0.03	2	0	0	0	0	0	0	0.0	0.00043	0.00	665.71	0.00
Int of RIVER RD ROOSEVELT TRL				RD INV 05 00782											Statewide Crash Rate: 156.49		
66730	16917	3153165	0 - 0.03	3209680 - 0	0.03	2	0	0	0	0	0	0	0.0	0.00043	0.00	665.71	0.00
Non Int RIVER RD				RD INV 3209680											Statewide Crash Rate: 156.49		
Study Years: 3.00				**Section Totals:**	0.73		85	1	0	3	9	72	15.3	0.05492	515.91	277.16	1.86
				Grand Totals:	0.73		139	1	2	8	17	111	20.1	0.05492	843.67	388.61	2.17

Crash Summary

Section Details

Start Node	End Node	Element	Offset Begin - End	Route - MP	Total Crashes	Injury Crashes K	A	B	C	PD	Crash Report	Crash Date	Crash Mile Point	Injury Degree
63516	16917	3139589	0 - 0.18	0302X - 14.49	15	1	0	0	1	13	2022-10569	04/06/2022	14.54	PD
											2022-31899	10/31/2022	14.60	K
											2023-9060	03/23/2023	14.61	PD
											2022-10571	04/08/2022	14.61	PD
											2023-10560	04/06/2023	14.62	PD
											2024-18976	07/12/2024	14.62	PD
											2022-8934	03/20/2022	14.62	PD
											2023-23051	08/08/2023	14.62	PD
											2022-18660	06/28/2022	14.63	C
											2024-14247	05/24/2024	14.63	PD
											2024-1334	01/10/2024	14.63	PD
											2024-11548	03/19/2024	14.65	PD
											2024-34100	11/30/2024	14.65	PD
											2023-39678	12/31/2023	14.65	PD
											2022-3441	01/31/2022	14.66	PD
16917	65227	3154071	0 - 0.01	0302X - 14.67	0	0	0	0	0	0				

Crash Summary

Section Details

Start Node	End Node	Element	Offset Begin - End	Route - MP	Total Crashes	Injury Crashes K	A	B	C	PD	Crash Report	Crash Date	Crash Mile Point	Injury Degree
16919	65227	3943924	0 - 0.48	0302X - 14.68	70	0	0	3	8	59	2024-36799	12/18/2024	14.73	PD
											2024-31938	11/13/2024	14.74	PD
											2023-708	01/09/2023	14.75	PD
											2023-29077	10/04/2023	14.75	PD
											2023-11390	04/14/2023	14.75	PD
											2022-21798	08/03/2022	14.75	PD
											2024-5585	02/21/2024	14.75	PD
											2024-5693	01/08/2024	14.75	PD
											2024-24692	09/08/2024	14.76	B
											2022-11026	04/17/2022	14.76	PD
											2023-32109	11/02/2023	14.77	PD
											2022-27847	09/29/2022	14.77	PD
											2024-11579	04/11/2024	14.80	PD
											2023-39496	12/28/2023	14.81	B
											2024-11544	03/14/2024	14.81	PD
											2024-11588	04/19/2024	14.82	PD
											2022-9312	03/23/2022	14.82	PD
											2024-33171	11/22/2024	14.83	C
											2024-26878	09/26/2024	14.85	C
											2023-25146	08/28/2023	14.87	C
											2023-19184	07/05/2023	14.87	PD
											2023-27217	09/20/2023	14.87	PD
											2024-13458	05/23/2024	14.87	PD
											2022-29005	10/10/2022	14.87	PD
											2023-4118	02/07/2023	14.87	PD
											2023-30285	10/19/2023	14.87	PD
											2022-16219	06/10/2022	14.87	PD
											2023-9445	03/25/2023	14.88	PD
											2024-11594	04/22/2024	14.88	PD
											2024-15034	06/06/2024	14.88	PD
											2023-12799	05/01/2023	14.89	PD
											2024-36798	12/17/2024	14.90	C
											2024-3604	01/31/2024	14.91	PD
											2022-38448	12/19/2022	14.91	PD

Crash Summary

Section Details

Start Node	End Node	Element	Offset Begin - End	Route - MP	Total Crashes	Injury Crashes K	A	B	C	PD	Crash Report	Crash Date	Crash Mile Point	Injury Degree
											2023-20282	07/16/2023	14.93	C
											2024-13188	05/15/2024	14.93	PD
											2023-9061	03/23/2023	14.94	PD
											2024-12378	05/09/2024	14.95	PD
											2024-17991	06/30/2024	14.97	PD
											2024-16648	06/10/2024	14.97	PD
											2023-22057	08/02/2023	14.99	C
											2023-25172	08/28/2023	15.01	PD
											2024-33588	11/25/2024	15.03	PD
											2023-21782	07/28/2023	15.04	PD
											2023-27552	09/22/2023	15.05	PD
											2023-12278	04/29/2023	15.05	PD
											2022-27558	09/26/2022	15.05	PD
											2024-15904	06/15/2024	15.06	PD
											2023-31162	10/27/2023	15.06	PD
											2024-25297	09/12/2024	15.08	PD
											2024-14598	05/31/2024	15.08	PD
											2022-21388	07/29/2022	15.09	PD
											2024-3606	02/02/2024	15.10	B
											2022-13058	05/06/2022	15.10	C
											2022-16220	06/10/2022	15.10	C
											2024-2495	01/25/2024	15.10	PD
											2022-18668	07/02/2022	15.10	PD
											2022-23536	08/19/2022	15.10	PD
											2024-23975	08/30/2024	15.10	PD
											2024-11549	03/19/2024	15.11	PD
											2023-23066	08/11/2023	15.11	PD
											2023-28645	10/03/2023	15.11	PD
											2023-26253	08/24/2023	15.11	PD
											2023-4392	02/07/2023	15.11	PD
											2023-39862	12/15/2023	15.11	PD
											2023-16068	06/07/2023	15.11	PD
											2023-38345	12/19/2023	15.11	PD
											2024-2705	01/26/2024	15.11	PD

Crash Summary

Section Details

Start Node	End Node	Element	Offset Begin - End	Route - MP	Total Crashes	Injury Crashes K	A	B	C	PD	Crash Report	Crash Date	Crash Mile Point	Injury Degree
											2022-23385	08/18/2022	15.11	PD
											2024-14698	05/28/2024	15.13	PD
16917	66730	3153143	0 - 0.03	0500782 - 0	0	0	0	0	0	0				
66730	16917	3153165	0 - 0.03	3209680 - 0	0	0	0	0	0	0				
				Totals:	85	1	0	3	9	72				

Crash Summary II - Characteristics

Crashes by Day and Hour

	AM												Hour of Day PM												
Day Of Week	**12**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**Un**	**Tot**
SUNDAY	0	0	0	0	0	0	0	0	0	0	1	1	0	2	1	4	2	0	2	0	0	0	0	0	0	13
MONDAY	0	0	0	0	0	0	1	1	1	0	0	1	1	2	1	1	1	5	2	0	0	0	0	0	0	17
TUESDAY	0	0	0	0	0	0	1	1	2	0	1	0	1	3	3	2	1	0	1	1	0	0	0	0	0	17
WEDNESDAY	0	0	0	0	0	0	0	2	1	0	1	1	2	2	3	3	3	3	1	0	1	0	0	0	0	23
THURSDAY	0	0	0	0	0	0	0	2	1	2	0	1	3	2	1	5	2	1	1	1	1	2	0	0	0	25
FRIDAY	0	0	0	0	0	0	0	0	2	1	1	3	5	2	3	5	7	0	0	0	0	0	2	0	0	31
SATURDAY	1	0	0	0	0	0	0	1	0	0	0	1	0	3	3	1	1	2	0	0	0	0	0	0	0	13
Totals	1	0	0	0	0	0	2	7	7	3	4	8	12	16	15	21	17	11	7	2	2	2	2	0	0	**139**

Vehicle Counts by Type

Unit Type	Total
1-Passenger Car	98
2-(Sport) Utility Vehicle	97
3-Passenger Van	5
4-Cargo Van (10K lbs or Less)	7
5-Pickup	61
6-Motor Home	0
7-School Bus	0
8-Transit Bus	1
9-Motor Coach	0
10-Other Bus	0
11-Motorcycle	0
12-Moped	0
13-Low Speed Vehicle	0
14-Autocycle	0
15-Experimental	0
16-Other Light Trucks (10,000 lbs or Less)	0
17-Medium/Heavy Trucks (More than 10,000 lbs)	6
18-ATV - (4 wheel)	0
20-ATV - (2 wheel)	0
21-Snowmobile	0
22-Pedestrian	1
23-Bicyclist	1
24-Witness	17
25-Other	3
26-Construction	0
27-Farm Vehicle	0
28-Horse and Buggy	0
Total	**297**

Crash Summary II - Characteristics

Crashes by Driver Action at Time of Crash

Driver Action at Time of Crash	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
No Contributing Action	38	92	5	0	0	0	135
Ran Off Roadway	1	0	0	0	0	0	1
Failed to Yield Right-of-Way	30	13	0	0	0	0	43
Ran Red Light	1	1	0	0	0	0	2
Ran Stop Sign	0	0	0	0	0	0	0
Disregarded Other Traffic Sign	1	0	0	0	0	0	1
Disregarded Other Road Markings	0	0	0	0	0	0	0
Exceeded Posted Speed Limit	1	0	0	0	0	0	1
Drove Too Fast For Conditions	2	0	0	0	0	0	2
Improper Turn	9	3	0	0	0	0	12
Improper Backing	1	0	0	0	0	0	1
Improper Passing	4	2	0	0	0	0	6
Wrong Way	0	0	0	0	0	0	0
Followed Too Closely	31	13	1	0	0	0	45
Failed to Keep in Proper Lane	8	2	0	0	0	0	10
Operated Motor Vehicle in Erratic, Reckless, Careless, Negligent or Aggressive Manner	2	1	0	0	0	0	3
Swerved or Avoided Due to Wind, Slippery Surface, Motor Vehicle, Object, Non-Motorist in Roadway	0	0	0	0	0	0	0
Over-Correcting/Over-Steering	0	0	0	0	0	0	0
Other Contributing Action	6	1	0	0	0	0	7
Unknown	0	1	0	0	0	0	1
Total	**135**	**129**	**6**	**0**	**0**	**0**	**270**

Crashes by Apparent Physical Condition And Driver

Apparent Physical Condition	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
Apparently Normal	129	128	6	0	0	1	264
Physically Impaired	1	0	0	0	0	0	1
Emotional(Depressed, Angry, Disturbed, etc.)	0	0	0	0	0	0	0
Ill (Sick)	1	0	0	0	0	0	1
Asleep or Fatigued	2	0	0	0	0	0	2
Under the Influence of Medications/Drugs/Alcohol	2	1	0	0	0	1	4
Other	0	0	0	0	0	0	0
Total	**135**	**129**	**6**	**0**	**0**	**2**	**272**

Driver Age by Unit Type

Age	Driver	Bicycle	SnowMobile	Pedestrian	ATV	Total
09-Under	0	0	0	0	0	0
10-14	0	0	0	0	0	0
15-19	25	0	0	0	0	25
20-24	26	0	0	0	0	26
25-29	20	0	0	0	0	20
30-39	40	0	0	0	0	40
40-49	39	0	0	0	0	39
50-59	37	0	0	0	0	37
60-69	48	0	0	0	0	48
70-79	27	0	0	0	0	27
80-Over	9	0	0	0	0	9
Unknown	7	1	0	1	0	9
Total	**278**	**1**	**0**	**1**	**0**	**280**

Crash Summary II - Characteristics

Most Harmful Event

Most Harmful Event	Total	Most Harmful Event	Total
1-Overturn / Rollover	0	38-Other Fixed Object (wall, building, tunnel, etc.)	0
2-Fire / Explosion	0	39-Unknown	0
3-Immersion	0	40-Gate or Cable	0
4-Jackknife	0	41-Pressure Ridge	0
5-Cargo / Equipment Loss Or Shift	0	**Total**	**272**
6-Fell / Jumped from Motor Vehicle	0		
7-Thrown or Falling Object	0		
8-Other Non-Collision	1		
9-Pedestrian	1		
10-Pedalcycle	0		
11-Railway Vehicle - Train, Engine	0		
12-Animal	1		
13-Motor Vehicle in Transport	263		
14-Parked Motor Vehicle	4		
15-Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle	0		
16-Work Zone / Maintenance Equipment	0		
17-Other Non-Fixed Object	0		
18-Impact Attenuator / Crash Cushion	0		
19-Bridge Overhead Structure	0		
20-Bridge Pier or Support	1		
21-Bridge Rail	0		
22-Cable Barrier	0		
23-Culvert	0		
24-Curb	0		
25-Ditch	0		
26-Embankment	0		
27-Guardrail Face	0		
28-Guardrail End	0		
29-Concrete Traffic Barrier	0		
30-Other Traffic Barrier	0		
31-Tree (Standing)	0		
32-Utility Pole / Light Support	1		
33-Traffic Sign Support	0		
34-Traffic Signal Support	0		
35-Fence	0		
36-Mailbox	0		
37-Other Post, Pole, or Support	0		

Injury Data

Severity Code	Injury Crashes	Number Of Injuries
K	1	1
A	2	2
B	8	9
C	17	22
PD	111	0
Total	**139**	**34**

Road Character

Road Grade	Total
1-Level	127
2-On Grade	9
3-Top of Hill	3
4-Bottom of Hill	0
5-Other	0
Total	**139**

Traffic Control Devices

Traffic Control Device	Total
1-Traffic Signals (Stop & Go)	64
2-Traffic Signals (Flashing)	0
3-Advisory/Warning Sign	2
4-Stop Signs - All Approaches	2
5-Stop Signs - Other	1
6-Yield Sign	0
7-Curve Warning Sign	0
8-Officer, Flagman, School Patrol	3
9-School Bus Stop Arm	0
10-School Zone Sign	0
11-R.R. Crossing Device	0
12-No Passing Zone	0
13-None	66
14-Other	1
Total	**139**

Light

Light Condition	Total
1-Daylight	118
2-Dawn	0
3-Dusk	5
4-Dark - Lighted	16
5-Dark - Not Lighted	0
6-Dark - Unknown Lighting	0
7-Unknown	0
Total	**139**

Crash Summary II - Characteristics

Crashes by Year and Month

Month	2022	2023	2024	Total
JANUARY	1	2	5	8
FEBRUARY	1	2	3	6
MARCH	3	4	4	11
APRIL	6	4	6	16
MAY	2	3	6	11
JUNE	6	1	7	14
JULY	3	7	2	12
AUGUST	5	8	4	17
SEPTEMBER	4	3	5	12
OCTOBER	6	6	1	13
NOVEMBER	1	2	5	8
DECEMBER	3	5	3	11
Total	**41**	**47**	**51**	**139**

Report is limited to the last 10 years of data.

Crash Summary II - Characteristics

Crashes by Crash Type and Type of Location

Crash Type	Straight Road	Curved Road	Three Leg Intersection	Four Leg Intersection	Five or More Leg Intersection	Driveways	Bridges	Interchanges	Other	Parking Lot	Private Way	Cross Over	Railroad Crossing	Traffic Circle-Roundabout	Total
Object in Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rear End - Sideswipe	25	2	15	30	0	18	0	0	0	0	0	0	0	0	90
Head-on - Sideswipe	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Intersection Movement	0	0	2	4	0	34	0	0	0	0	0	0	0	0	40
Pedestrians	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Train	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Went Off Road	2	0	2	0	0	0	0	0	0	0	0	0	0	0	4
All Other Animal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jackknife	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rollover	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fire	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Submersion	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Thrown or Falling Object	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Bear	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deer	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Moose	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Turkey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	**31**	**2**	**20**	**34**	**0**	**52**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**139**

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Blowing Sand, Soil, Dirt												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Blowing Snow												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Clear												
Dark - Lighted	14	0	0	0	0	0	0	0	0	0	1	15
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	96	0	0	0	0	0	0	0	0	0	3	99
Dusk	5	0	0	0	0	0	0	0	0	0	0	5
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Cloudy												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	6	0	0	0	0	0	0	0	0	0	2	8
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Fog, Smog, Smoke												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Other												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Rain												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	1	0	0	0	0	0	0	0	0	9	10
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Severe Crosswinds												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather / Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Sleet, Hail (Freezing Rain or Drizzle)												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Snow												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	1	1
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	1	1
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	**121**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**17**	**139**

H. C. L.
CRASH COLLISION DIAGRAM
DATA PACKAGE

COUNTY: **CUMBERLAND** TOWN: **WINDHAM**

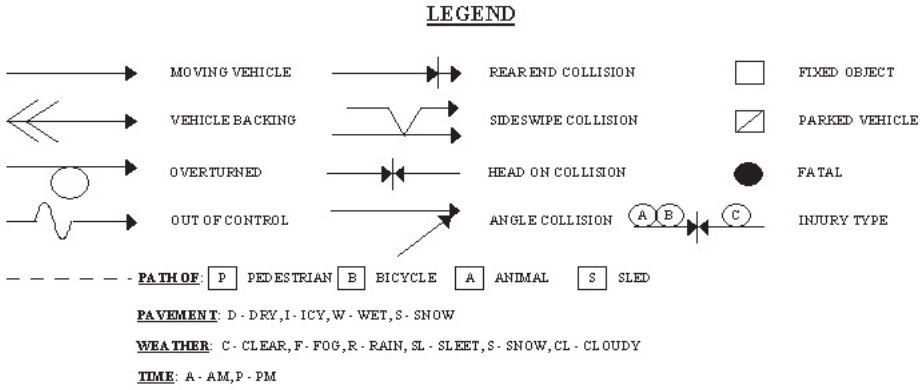
LOW NODE: **16917** HIGH NODE: **63516** REGION: **1** U/R: **URBAN**

DESCRIPTION: **Roosevelt Trl from River Rd to Drive In Ln**

RTE # / RD #: **0302X** DATE DRAWN: **7/16/2025** DRAWN BY: **BOB K**

STUDY FROM: **1/21/2022** STUDY TO: **12/31/2024**

CRASH RATE: **479.51** CRF: **1.25** % INJURY: **13.3** TOTAL CRASHES: **15**



Prepared by Office of Safety & Mobility

RFK3 7-16-25

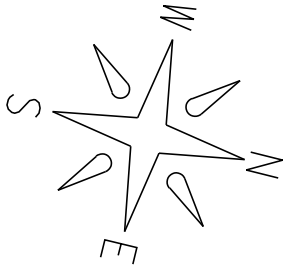
Windham

Link: 63516-16917

Element: 3139589

Study Period: 2022-2024

of Crashes: 15 / CRF: 1.25



63516

Car Wash

Prompto

Mobile Station

16917

Roosevelt Trail
Rt 302

K B FATAL 31899 10-31-22 6:34P D/C Bicyclist error

1334 1-10-24 5:46P W/S Fail to yield

9060 3-23-23 12:27P W/CL Fail to yield

14247 5-24-24 1:30P D/C Fail to yield

10560 4-6-23 8:10P D/C Fail to yield

23051 8-8-23 7:06A W/R Fail to yield

18976 7-12-24 10:32P D/C Hit and run

10571 4-8-22 12:21P W/R Follow too close

C 18660 6-28-22 1:44P D/C Follow too close

39678 12-31-23 4:14P D/C Hit and run

8934 3-20-22 11:47A D/C Fail to yield

10569 4-6-22 10:23A D/C
Follow Too Close

3441 1-31-22 12:17P D/C Improper pass

11548 3-19-24 8:04A D/C Follow too close

34100 11-30-24 2:57P D/C Improper turn

Lee Auto

Norman/David
Car Dealership

#679
RepubliCash

Insurance

Joyful Noise


Search...
65237
Turning Leaf Dr
65227
16917
66730
302
Roosevelt Trl
WINDHAM
River Rd
63518
63516
Drive In Ln
Scale: 1:3097
200ft

H. C. L.
CRASH COLLISION DIAGRAM
DATA PACKAGE

COUNTY: **CUMBERLAND** TOWN: **WINDHAM**

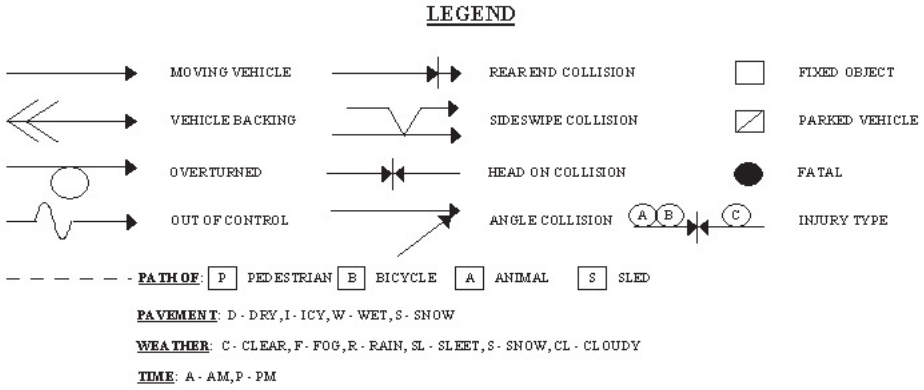
LOW NODE: **16919** HIGH NODE: **65227** REGION: **1** U/R: **URBAN**

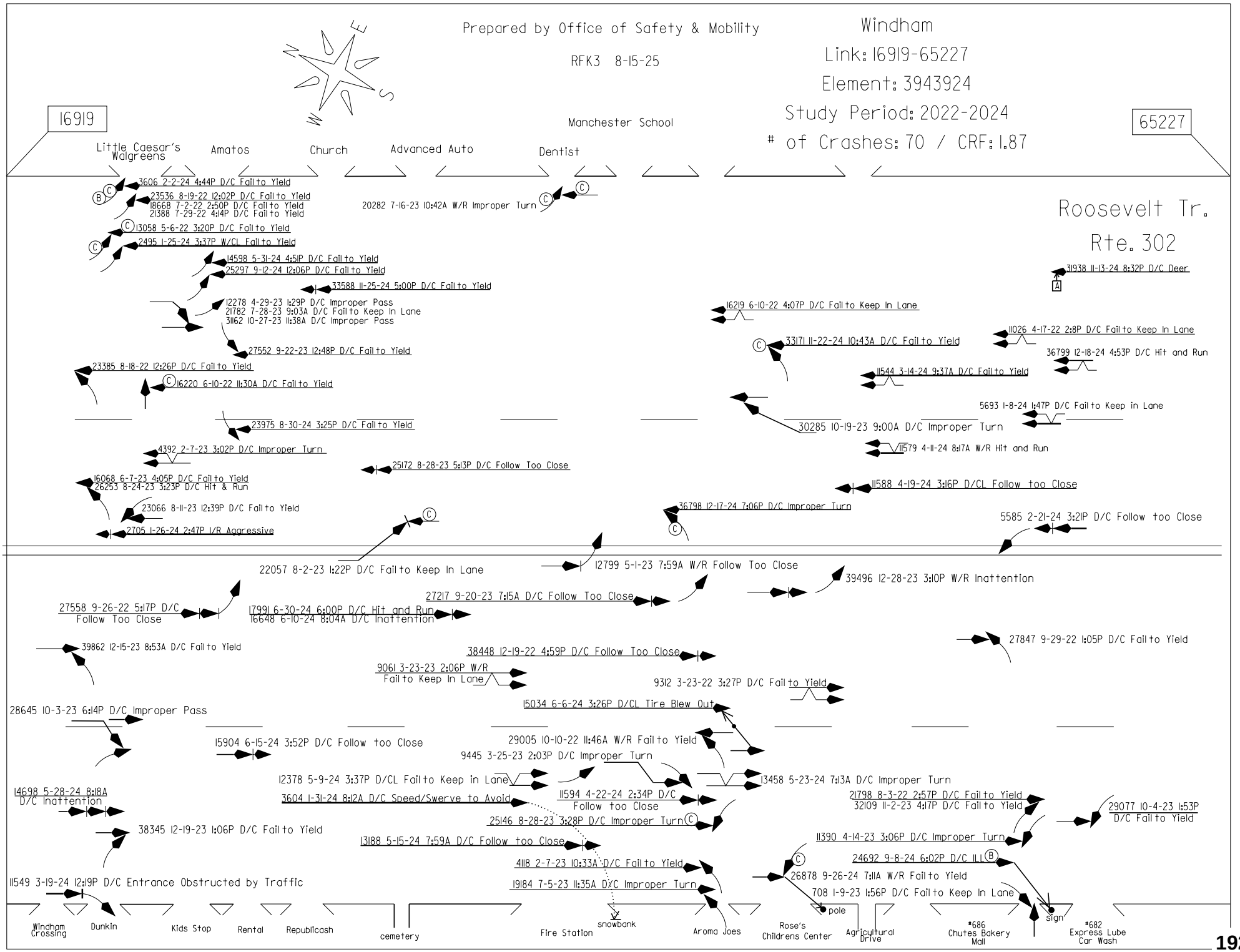
DESCRIPTION: **Roosevelt Trl from Tandberg Trl to Turning Leaf Dr**

RTE # / RD #: **0302X** DATE DRAWN: **8/18/2025** DRAWN BY: **BOB K**

STUDY FROM: **1/1/2022** STUDY TO: **12/31/2024**

CRASH RATE: **544.75** CRF: **1.87** % INJURY: **15.7** TOTAL CRASHES: **70**




Prepared by Office of Safety & Mobility
RFK3 8-15-25
Windham
Link: 16919-65227
Element: 3943924
Study Period: 2022-2024
# of Crashes: 70 / CRF: 1.87
16919
65227
Manchester School
Roosevelt Tr.
Rte. 302
Little Caesar's
Walgreens
Amatos
Church
Advanced Auto
Dentist
3606 2-2-24 4:44P D/C Fail to Yield
23536 8-19-22 12:02P D/C Fail to Yield
18668 7-2-22 2:50P D/C Fail to Yield
21388 7-29-22 4:14P D/C Fail to Yield
13058 5-6-22 3:20P D/C Fail to Yield
2495 1-25-24 3:37P W/CL Fail to Yield
20282 7-16-23 10:42A W/R Improper Turn
14598 5-31-24 4:51P D/C Fail to Yield
25297 9-12-24 12:06P D/C Fail to Yield
33588 11-25-24 5:00P D/C Fail to Yield
12278 4-29-23 1:29P D/C Improper Pass
21782 7-28-23 9:03A D/C Fail to Keep In Lane
31162 10-27-23 11:38A D/C Improper Pass
27552 9-22-23 12:48P D/C Fail to Yield
23385 8-18-22 12:26P D/C Fail to Yield
16220 6-10-22 11:30A D/C Fail to Yield
23975 8-30-24 3:25P D/C Fail to Yield
4392 2-7-23 3:02P D/C Improper Turn
25172 8-28-23 5:13P D/C Follow Too Close
16068 6-7-23 4:05P D/C Fail to Yield
26253 8-24-23 3:23P D/C Hit & Run
23066 8-11-23 12:39P D/C Fail to Yield
2705 1-26-24 2:47P I/R Aggressive
22057 8-2-23 1:22P D/C Fail to Keep In Lane
12799 5-1-23 7:59A W/R Follow Too Close
27217 9-20-23 7:15A D/C Follow Too Close
27558 9-26-22 5:17P D/C
Follow Too Close
17991 6-30-24 6:00P D/C Hit and Run
16648 6-10-24 8:04A D/C Inattention
39862 12-15-23 8:53A D/C Fail to Yield
38448 12-19-22 4:59P D/C Follow Too Close
9061 3-23-23 2:06P W/R
Fail to Keep In Lane
9312 3-23-22 3:27P D/C Fail to Yield
15034 6-6-24 3:26P D/CL Tire Blew Out
28645 10-3-23 6:14P D/C Improper Pass
15904 6-15-24 3:52P D/C Follow too Close
29005 10-10-22 11:46A W/R Fail to Yield
9445 3-25-23 2:03P D/C Improper Turn
12378 5-9-24 3:37P D/CL Fail to Keep in Lane
13458 5-23-24 7:13A D/C Improper Turn
14698 5-28-24 8:18A
D/C Inattention
3604 1-31-24 8:12A D/C Speed/Swerve to Avoid
11594 4-22-24 2:34P D/C
Follow too Close
25146 8-28-23 3:28P D/C Improper Turn
38345 12-19-23 1:06P D/C Fail to Yield
13188 5-15-24 7:59A D/C Follow too Close
4118 2-7-23 10:33A D/C Fail to Yield
19184 7-5-23 11:35A D/C Improper Turn
11549 3-19-24 12:19P D/C Entrance Obstructed by Traffic
16219 6-10-22 4:07P D/C Fail to Keep In Lane
31938 11-13-24 8:32P D/C Deer
11026 4-17-22 2:8P D/C Fail to Keep In Lane
33171 11-22-24 10:43A D/C Fail to Yield
36799 12-18-24 4:53P D/C Hit and Run
11544 3-14-24 9:37A D/C Fail to Yield
5693 1-8-24 1:47P D/C Fail to Keep in Lane
30285 10-19-23 9:00A D/C Improper Turn
11579 4-11-24 8:17A W/R Hit and Run
11588 4-19-24 3:16P D/CL Follow too Close
36798 12-17-24 7:06P D/C Improper Turn
5585 2-21-24 3:21P D/C Follow too Close
27847 9-29-22 1:05P D/C Fail to Yield
39496 12-28-23 3:10P W/R Inattention
21798 8-3-22 2:57P D/C Fail to Yield
32109 11-2-23 4:17P D/C Fail to Yield
29077 10-4-23 1:53P
D/C Fail to Yield
11390 4-14-23 3:06P D/C Improper Turn
24692 9-8-24 6:02P D/C ILL
26878 9-26-24 7:11A W/R Fail to Yield
708 1-9-23 1:56P D/C Fail to Keep In Lane
Windham Crossing
Dunkin
Kids Stop
Rental
Republicash
cemetery
Fire Station
snowbank
Aroma Joes
Rose's Childrens Center
pole
Agricultural Drive
#686 Chutes Bakery Mall
sign
#682 Express Lube Car Wash


Search...
North Windham
115
10923
16919
Tandberg Trl
71550
71549
35
10921
66222
Arlene Ln
Robin Ln
Roosevelt Trl
302
Port Dr
Collins Pond Rd
Mersedyke Rd
Manchester School
Sposedo Rd
19537
Deer Ln
Northwood Dr
19538
Arlington Cemetery
WINDHAM
18751
Architectural Dr
Taylor Ln
Roosevelt Trl
65227
Turning Leaf Dr
65237
River Rd
16917
66730
Scale: 1:4500
300ft

Barton & Loguidice

DRAFT NOT FOR CONSTRUCTION

	DATE	BY
PROJ. MANAGER		
DESIGN-DETAILED		
CHECKED-REVIEWED		
DESIGN2-DETAILED2		
DESIGN3-DETAILED3		
REVISIONS 1		
REVISIONS 2		
REVISIONS 3		
REVISIONS 4		
FIELD CHANGES		

TURNING LEAF HEIGHTS
TURNING LEAF DR, WINDHAM
MERGE COMPARISON PLAN

SHEET NUMBER

1

OF 1

Date: 3/12/2026

Username: jsirois

Filename: I:\Projects\2400\2452.006.001 Turning Leaf Drive\dgn\Plan_Route 302 Merge Comparison.dgn

APPENDIX C

NCHRP SUMMARY SHEETS & CAPACITY ANALYSIS REPORTS

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	35
Major-road volume (one direction), veh/h:	428
Right-turn volume, veh/h:	9

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	362
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	

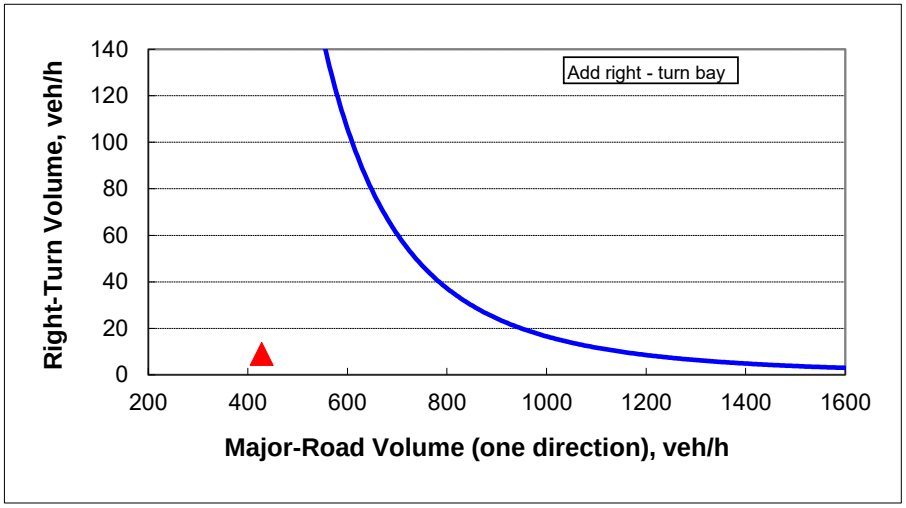


Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	35
Major-road volume (one direction), veh/h:	783
Right-turn volume, veh/h:	20

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	40
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	

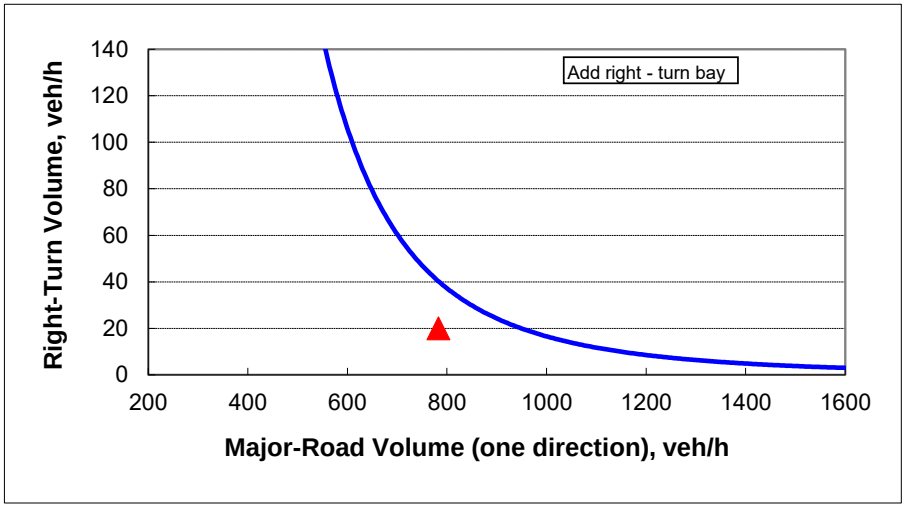


Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	35
Major-road volume (one direction), veh/h:	522
Right-turn volume, veh/h:	12

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	176
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	

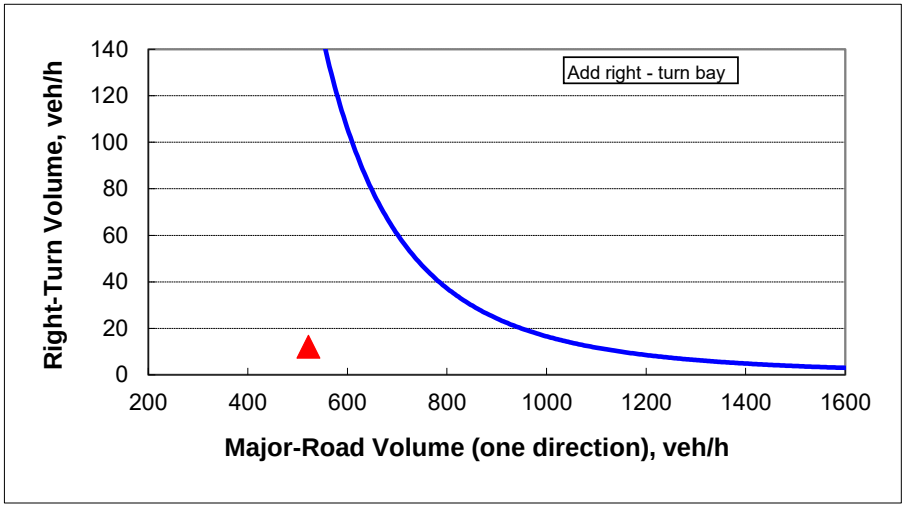


Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

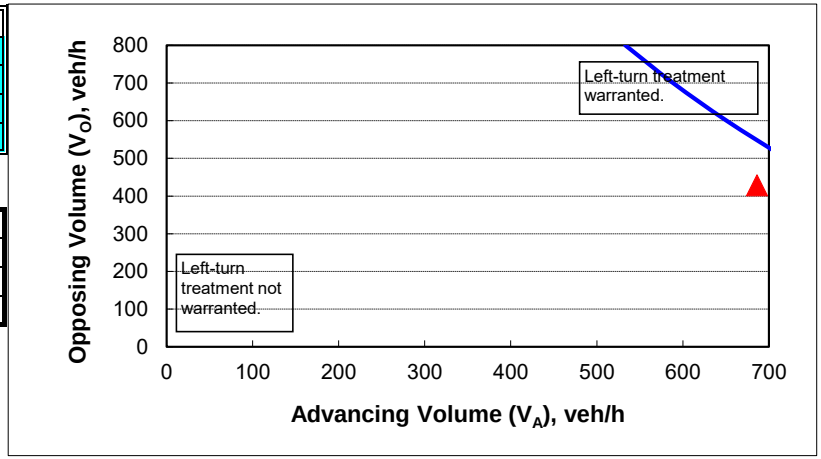
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	35
Percent of left-turns in advancing volume (V_A), %:	2%
Advancing volume (V_A), veh/h:	686
Opposing volume (V_O), veh/h:	428

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	777
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

igure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

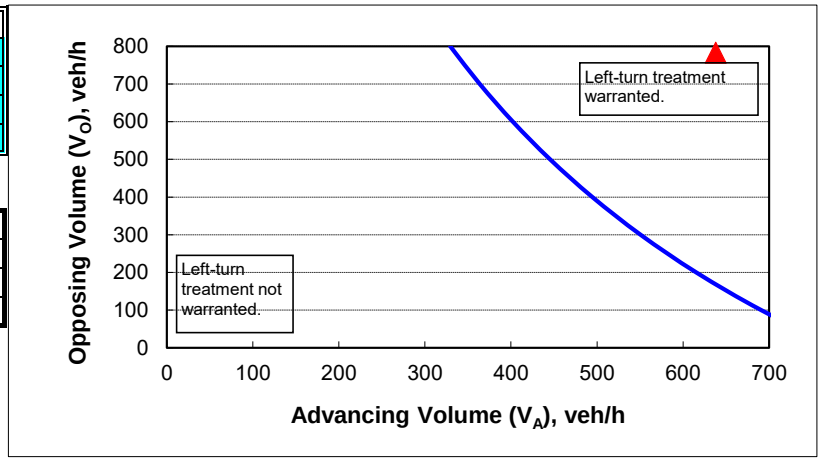
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	35
Percent of left-turns in advancing volume (V_A), %:	6%
Advancing volume (V_A), veh/h:	638
Opposing volume (V_O), veh/h:	783

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	335
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

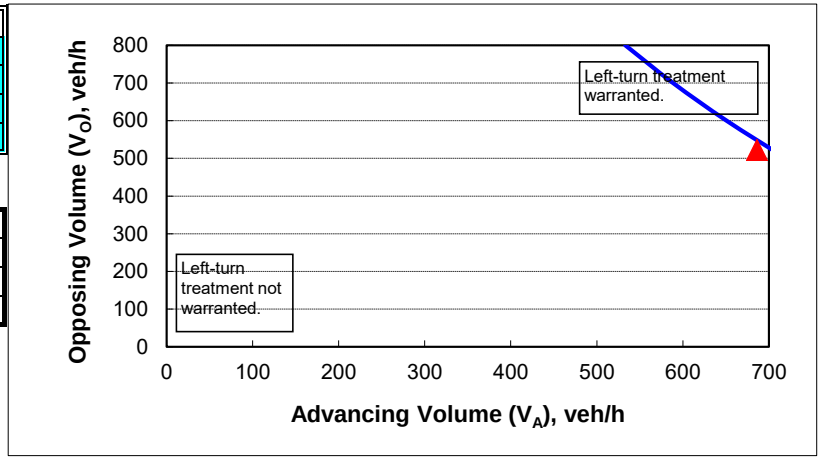
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	35
Percent of left-turns in advancing volume (V_A), %:	2%
Advancing volume (V_A), veh/h:	686
Opposing volume (V_O), veh/h:	522

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	705
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Summary of All Intervals

Run Number	1	3	5	6	7	Avg
Start Time	6:50	6:50	6:50	6:50	6:50	6:50
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	5	5	5	5	5	5
# of Recorded Intervals	4	4	4	4	4	4
Vehs Entered	1846	1790	1769	1836	1873	1823
Vehs Exited	1858	1797	1773	1831	1883	1829
Starting Vehs	44	40	33	35	42	38
Ending Vehs	32	33	29	40	32	33
Travel Distance (mi)	821	796	790	818	846	814
Travel Time (hr)	34.4	32.6	32.0	32.8	33.8	33.1
Total Delay (hr)	7.9	7.0	6.6	6.5	6.6	6.9
Total Stops	1040	906	863	832	828	895
Fuel Used (gal)	29.5	28.3	27.7	28.7	29.5	28.8

Interval #0 Information Seeding

Start Time	6:50
End Time	7:00
Total Time (min)	10

Volumes adjusted by Growth Factors.

No data recorded this interval.

Interval #1 Information Recording

Start Time	7:00
End Time	7:15
Total Time (min)	15

Volumes adjusted by PHF, Growth Factors.

Run Number	1	3	5	6	7	Avg
Vehs Entered	570	525	515	553	541	542
Vehs Exited	568	522	520	558	542	542
Starting Vehs	44	40	33	35	42	38
Ending Vehs	46	43	28	30	41	39
Travel Distance (mi)	248	231	226	239	240	237
Travel Time (hr)	11.3	9.5	9.6	9.9	9.8	10.0
Total Delay (hr)	3.2	2.1	2.3	2.2	2.0	2.4
Total Stops	387	273	272	280	261	295
Fuel Used (gal)	9.5	8.3	8.0	8.6	8.5	8.6

Interval #2 Information

Start Time	7:15
End Time	7:30
Total Time (min)	15

Volumes adjusted by Growth Factors, Anti PHF.

Run Number	1	3	5	6	7	Avg
Vehs Entered	417	425	445	413	461	432
Vehs Exited	435	434	445	416	455	437
Starting Vehs	46	43	28	30	41	39
Ending Vehs	28	34	28	27	47	32
Travel Distance (mi)	193	193	194	189	207	195
Travel Time (hr)	7.8	8.1	8.1	7.5	8.2	7.9
Total Delay (hr)	1.6	1.9	1.8	1.4	1.6	1.6
Total Stops	225	239	242	174	201	216
Fuel Used (gal)	6.8	6.9	7.0	6.5	7.1	6.9

Interval #3 Information

Start Time	7:30
End Time	7:45
Total Time (min)	15

Volumes adjusted by Growth Factors, Anti PHF.

Run Number	1	3	5	6	7	Avg
Vehs Entered	420	407	403	441	442	422
Vehs Exited	418	413	409	434	461	427
Starting Vehs	28	34	28	27	47	32
Ending Vehs	30	28	22	34	28	27
Travel Distance (mi)	186	181	187	198	204	191
Travel Time (hr)	7.4	7.2	7.3	7.9	8.2	7.6
Total Delay (hr)	1.4	1.4	1.3	1.5	1.7	1.5
Total Stops	207	182	185	188	194	191
Fuel Used (gal)	6.5	6.3	6.4	6.9	7.2	6.7

Interval #4 Information

Start Time	7:45
End Time	8:00
Total Time (min)	15

Volumes adjusted by Growth Factors, Anti PHF.

Run Number	1	3	5	6	7	Avg
Vehs Entered	439	433	406	429	429	428
Vehs Exited	437	428	399	423	425	422
Starting Vehs	30	28	22	34	28	27
Ending Vehs	32	33	29	40	32	33
Travel Distance (mi)	194	191	183	193	195	191
Travel Time (hr)	7.9	7.8	7.0	7.6	7.6	7.6
Total Delay (hr)	1.6	1.7	1.2	1.4	1.3	1.4
Total Stops	221	212	164	190	172	192
Fuel Used (gal)	6.8	6.8	6.2	6.7	6.7	6.6

3: Route 302 & River Rd/Turning Leaf Dr Performance by lane

Lane	EB	EB	WB	NB	NB	SB	SB	All
Movements Served	LT	R	LTR	LT	TR	LT	TR	
Denied Del/Veh (s)								0.3
Total Del/Veh (s)	20.3	3.1	15.9	6.4	5.8	11.7	5.4	10.2

6: Route 302 & Private Drive/Drive In Ln Performance by lane

Lane	EB	WB	NB	SB	All
Movements Served	LTR	LTR	LTR	LTR	
Denied Del/Veh (s)					0.2
Total Del/Veh (s)	11.7	6.2	0.7	1.0	0.9

Total Network Performance

Denied Del/Veh (s)	0.4
Total Del/Veh (s)	13.0

Intersection: 3: Route 302 & River Rd/Turning Leaf Dr

Movement	EB	EB	WB	NB	NB	SB	SB
Directions Served	LT	R	LTR	LT	TR	LT	TR
Maximum Queue (ft)	156	46	61	110	104	267	264
Average Queue (ft)	91	4	22	41	28	137	88
95th Queue (ft)	150	25	52	84	74	233	205
Link Distance (ft)	670		311	418		828	828
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)		100			375		
Storage Blk Time (%)	6						
Queuing Penalty (veh)	0						

Intersection: 6: Route 302 & Private Drive/Drive In Ln

Movement	EB	WB	SB	B9
Directions Served	LTR	LTR	LTR	T
Maximum Queue (ft)	12	40	100	11
Average Queue (ft)	1	6	6	0
95th Queue (ft)	10	26	37	8
Link Distance (ft)	315	549	421	418
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Network Summary

Network wide Queuing Penalty: 0

Intersection: 3: Route 302 & River Rd/Turning Leaf Dr

Phase	2	3	4
Movement(s) Served	NBSB	WBTL	EBTL
Maximum Green (s)	32.0	3.0	14.0
Minimum Green (s)	15.0	3.0	8.0
Recall	None	None	None
Avg. Green (s)	9.3	3.2	-9.5
g/C Ratio	NA	NA	NA
Cycles Skipped (%)	0	81	10
Cycles @ Minimum (%)	3	19	20
Cycles Maxed Out (%)	57	19	31
Cycles with Peds (%)	0	0	0

Controller Summary
Average Cycle Length (s): -8.2

Number of Complete Cycles : 67

Summary of All Intervals

Run Number	3	4	5	6	7	Avg
Start Time	3:50	3:50	3:50	3:50	3:50	3:50
End Time	5:00	5:00	5:00	5:00	5:00	5:00
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	5	5	5	5	5	5
# of Recorded Intervals	4	4	4	4	4	4
Vehs Entered	2277	2316	2245	2304	2315	2291
Vehs Exited	2284	2307	2230	2295	2326	2289
Starting Vehs	48	46	43	36	42	42
Ending Vehs	41	55	58	45	31	45
Travel Distance (mi)	1018	1037	1005	1030	1031	1024
Travel Time (hr)	44.7	45.9	47.1	46.6	46.4	46.1
Total Delay (hr)	12.0	12.6	14.9	13.4	13.0	13.2
Total Stops	1363	1425	1548	1503	1455	1458
Fuel Used (gal)	36.7	37.2	36.8	37.2	36.9	37.0

Interval #0 Information Seeding

Start Time	3:50
End Time	4:00
Total Time (min)	10

Volumes adjusted by Growth Factors.

No data recorded this interval.

Interval #1 Information Recording

Start Time	4:00
End Time	4:15
Total Time (min)	15

Volumes adjusted by PHF, Growth Factors.

Run Number	3	4	5	6	7	Avg
Vehs Entered	600	630	623	588	633	614
Vehs Exited	598	630	609	575	618	607
Starting Vehs	48	46	43	36	42	42
Ending Vehs	50	46	57	49	57	50
Travel Distance (mi)	265	277	272	253	274	268
Travel Time (hr)	12.0	13.3	14.1	11.7	13.1	12.8
Total Delay (hr)	3.5	4.4	5.3	3.6	4.2	4.2
Total Stops	366	456	479	407	468	435
Fuel Used (gal)	9.7	10.2	10.2	9.3	10.0	9.9

Interval #2 Information

Start Time	4:15
End Time	4:30
Total Time (min)	15

Volumes adjusted by Growth Factors, Anti PHF.

Run Number	3	4	5	6	7	Avg
Vehs Entered	553	574	557	580	625	578
Vehs Exited	571	586	563	586	615	584
Starting Vehs	50	46	57	49	57	50
Ending Vehs	32	34	51	43	67	44
Travel Distance (mi)	252	259	256	268	275	262
Travel Time (hr)	11.3	11.4	11.3	11.7	12.9	11.7
Total Delay (hr)	3.2	3.0	3.1	3.0	4.0	3.3
Total Stops	347	359	342	346	390	356
Fuel Used (gal)	9.1	9.2	9.3	9.5	9.9	9.4

Interval #3 Information

Start Time	4:30
End Time	4:45
Total Time (min)	15

Volumes adjusted by Growth Factors, Anti PHF.

Run Number	3	4	5	6	7	Avg
Vehs Entered	561	560	507	580	519	544
Vehs Exited	545	552	524	569	548	547
Starting Vehs	32	34	51	43	67	44
Ending Vehs	48	42	34	54	38	43
Travel Distance (mi)	245	254	231	255	241	245
Travel Time (hr)	10.5	10.5	10.1	11.5	10.3	10.6
Total Delay (hr)	2.7	2.3	2.7	3.2	2.4	2.7
Total Stops	333	287	318	376	288	318
Fuel Used (gal)	8.7	8.9	8.2	9.0	8.5	8.7

Interval #4 Information

Start Time	4:45
End Time	5:00
Total Time (min)	15

Volumes adjusted by Growth Factors, Anti PHF.

Run Number	3	4	5	6	7	Avg
Vehs Entered	563	552	558	556	538	555
Vehs Exited	570	539	534	565	545	550
Starting Vehs	48	42	34	54	38	43
Ending Vehs	41	55	58	45	31	45
Travel Distance (mi)	256	247	246	253	242	249
Travel Time (hr)	10.9	10.7	11.6	11.7	10.2	11.0
Total Delay (hr)	2.7	2.8	3.7	3.5	2.4	3.0
Total Stops	317	323	409	374	309	345
Fuel Used (gal)	9.2	8.9	9.0	9.4	8.5	9.0

3: Route 302 & River Rd/Turning Leaf Dr Performance by lane

Lane	EB	EB	WB	NB	NB	SB	SB	All
Movements Served	LT	R	LTR	LT	TR	LT	TR	
Denied Del/Veh (s)								0.3
Total Del/Veh (s)	35.3	3.3	19.8	10.0	8.5	18.2	7.9	16.8

6: Route 302 & Private Drive/Drive In Ln Performance by lane

Lane	EB	WB	NB	SB	All
Movements Served	LTR	LTR	LTR	LTR	
Denied Del/Veh (s)					0.4
Total Del/Veh (s)	19.8	8.0	1.1	0.9	1.1

Total Network Performance

Denied Del/Veh (s)	0.5
Total Del/Veh (s)	19.8

Intersection: 3: Route 302 & River Rd/Turning Leaf Dr

Movement	EB	EB	WB	NB	NB	SB	SB
Directions Served	LT	R	LTR	LT	TR	LT	TR
Maximum Queue (ft)	404	125	76	162	167	344	289
Average Queue (ft)	206	21	27	81	78	158	102
95th Queue (ft)	345	90	60	132	131	281	239
Link Distance (ft)	670		311	418		828	828
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)		100			375		
Storage Blk Time (%)	38	0					
Queuing Penalty (veh)	5	0					

Intersection: 6: Route 302 & Private Drive/Drive In Ln

Movement	EB	WB	SB	B9	B9
Directions Served	LTR	LTR	LTR	T	
Maximum Queue (ft)	18	48	56	135	21
Average Queue (ft)	1	13	5	5	1
95th Queue (ft)	11	40	27	83	15
Link Distance (ft)	315	549	421	418	418
Upstream Blk Time (%)				0	
Queuing Penalty (veh)				0	
Storage Bay Dist (ft)					
Storage Blk Time (%)					
Queuing Penalty (veh)					

Network Summary

Network wide Queuing Penalty: 5

Intersection: 3: Route 302 & River Rd/Turning Leaf Dr

Phase	2	3	4
Movement(s) Served	NBSB	WBTL	EBTL
Maximum Green (s)	32.0	3.0	14.0
Minimum Green (s)	15.0	3.0	8.0
Recall	None	None	None
Avg. Green (s)	8.5	3.0	-7.5
g/C Ratio	NA	NA	NA
Cycles Skipped (%)	0	72	0
Cycles @ Minimum (%)	0	28	2
Cycles Maxed Out (%)	69	28	84
Cycles with Peds (%)	0	0	0

Controller Summary
Average Cycle Length (s): -9.4

Number of Complete Cycles : 60

Summary of All Intervals

Run Number	2	3	4	5	6	Avg
Start Time	6:50	6:50	6:50	6:50	6:50	6:50
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	5	5	5	5	5	5
# of Recorded Intervals	4	4	4	4	4	4
Vehs Entered	1918	1841	1838	1838	1927	1873
Vehs Exited	1917	1835	1839	1833	1922	1869
Starting Vehs	37	29	30	29	36	32
Ending Vehs	38	35	29	34	41	35
Travel Distance (mi)	853	809	809	830	852	831
Travel Time (hr)	37.1	33.3	33.9	34.3	35.4	34.8
Total Delay (hr)	9.5	7.1	7.8	7.7	7.8	8.0
Total Stops	1159	946	1053	969	1001	1026
Fuel Used (gal)	30.9	28.6	29.1	29.4	30.2	29.6

Interval #0 Information Seeding

Start Time	6:50
End Time	7:00
Total Time (min)	10

Volumes adjusted by Growth Factors.

No data recorded this interval.

Interval #1 Information Recording

Start Time	7:00
End Time	7:15
Total Time (min)	15

Volumes adjusted by PHF, Growth Factors.

Run Number	2	3	4	5	6	Avg
Vehs Entered	584	531	545	522	590	556
Vehs Exited	559	517	538	524	589	545
Starting Vehs	37	29	30	29	36	32
Ending Vehs	62	43	37	27	37	38
Travel Distance (mi)	251	225	238	233	253	240
Travel Time (hr)	12.0	9.4	10.7	10.3	11.0	10.7
Total Delay (hr)	3.9	2.1	3.0	2.8	2.8	2.9
Total Stops	457	277	373	304	343	349
Fuel Used (gal)	9.6	7.9	8.9	8.5	9.2	8.8

Interval #2 Information

Start Time	7:15
End Time	7:30
Total Time (min)	15

Volumes adjusted by Growth Factors, Anti PHF.

Run Number	2	3	4	5	6	Avg
Vehs Entered	456	424	466	450	461	452
Vehs Exited	487	437	459	443	474	460
Starting Vehs	62	43	37	27	37	38
Ending Vehs	31	30	44	34	24	32
Travel Distance (mi)	213	192	204	199	214	205
Travel Time (hr)	9.5	7.8	8.5	8.1	8.9	8.6
Total Delay (hr)	2.6	1.5	1.9	1.7	2.0	2.0
Total Stops	274	215	261	235	249	246
Fuel Used (gal)	7.9	6.8	7.3	7.1	7.6	7.3

Interval #3 Information

Start Time	7:30
End Time	7:45
Total Time (min)	15

Volumes adjusted by Growth Factors, Anti PHF.

Run Number	2	3	4	5	6	Avg
Vehs Entered	437	442	390	421	451	428
Vehs Exited	443	449	406	419	441	432
Starting Vehs	31	30	44	34	24	32
Ending Vehs	25	23	28	36	34	27
Travel Distance (mi)	198	197	175	197	196	193
Travel Time (hr)	7.8	8.1	6.9	8.0	8.1	7.8
Total Delay (hr)	1.4	1.7	1.2	1.7	1.7	1.5
Total Stops	202	227	191	211	228	210
Fuel Used (gal)	6.8	7.0	6.2	6.8	6.9	6.7

Interval #4 Information

Start Time	7:45
End Time	8:00
Total Time (min)	15

Volumes adjusted by Growth Factors, Anti PHF.

Run Number	2	3	4	5	6	Avg
Vehs Entered	441	444	437	445	425	439
Vehs Exited	428	432	436	447	418	432
Starting Vehs	25	23	28	36	34	27
Ending Vehs	38	35	29	34	41	35
Travel Distance (mi)	192	195	191	201	189	193
Travel Time (hr)	7.8	8.0	7.8	7.9	7.4	7.8
Total Delay (hr)	1.6	1.8	1.6	1.6	1.3	1.6
Total Stops	226	227	228	219	181	217
Fuel Used (gal)	6.7	6.9	6.7	7.0	6.6	6.8

3: Route 302 & River Rd/Turning Leaf Dr Performance by lane

Lane	EB	EB	WB	NB	NB	SB	SB	All
Movements Served	LT	R	LTR	LT	TR	LT	TR	
Denied Del/Veh (s)								0.3
Total Del/Veh (s)	21.1	2.9	18.9	8.3	7.1	14.1	6.5	12.0

6: Route 302 & Private Drive/Drive In Ln Performance by lane

Lane	EB	WB	NB	SB	SB	All
Movements Served	LTR	LTR	LTR	L	TR	
Denied Del/Veh (s)						0.1
Total Del/Veh (s)	12.9	8.1	0.7	3.2	0.8	0.9

Total Network Performance

Denied Del/Veh (s)	0.4
Total Del/Veh (s)	14.8

Intersection: 3: Route 302 & River Rd/Turning Leaf Dr

Movement	EB	EB	WB	NB	NB	SB	SB
Directions Served	LT	R	LTR	LT	TR	LT	TR
Maximum Queue (ft)	186	28	94	121	105	307	276
Average Queue (ft)	90	4	37	48	35	151	99
95th Queue (ft)	153	19	71	97	84	272	232
Link Distance (ft)	670		310	417		828	828
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)		100			375		
Storage Blk Time (%)	5						
Queuing Penalty (veh)	0						

Intersection: 6: Route 302 & Private Drive/Drive In Ln

Movement	EB	WB	SB	B9
Directions Served	LTR	LTR	L	T
Maximum Queue (ft)	30	49	30	14
Average Queue (ft)	2	13	9	0
95th Queue (ft)	13	39	30	7
Link Distance (ft)	309	542		417
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)			50	
Storage Blk Time (%)			0	
Queuing Penalty (veh)			0	

Network Summary

Network wide Queuing Penalty: 0

Intersection: 3: Route 302 & River Rd/Turning Leaf Dr

Phase	2	3	4
Movement(s) Served	NBSB	WBTL	EBTL
Maximum Green (s)	32.0	3.0	14.0
Minimum Green (s)	15.0	3.0	8.0
Recall	None	None	None
Avg. Green (s)	8.7	3.1	-9.8
g/C Ratio	NA	NA	NA
Cycles Skipped (%)	0	61	7
Cycles @ Minimum (%)	4	39	19
Cycles Maxed Out (%)	57	39	28
Cycles with Peds (%)	0	0	0

Controller Summary
Average Cycle Length (s): -8.4
Number of Complete Cycles : 65
Average All-Red Dwell (s): 2.6
Cycles with All-Red Dwell (%): 2

Summary of All Intervals

Run Number	2	3	4	5	7	Avg
Start Time	3:50	3:50	3:50	3:50	3:50	3:50
End Time	5:00	5:00	5:00	5:00	5:00	5:00
Total Time (min)	70	70	70	70	70	70
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	5	5	5	5	5	5
# of Recorded Intervals	4	4	4	4	4	4
Vehs Entered	2435	2258	2288	2368	2350	2340
Vehs Exited	2428	2277	2293	2383	2346	2345
Starting Vehs	64	59	48	48	43	51
Ending Vehs	71	40	43	33	47	46
Travel Distance (mi)	1080	1007	1016	1072	1049	1045
Travel Time (hr)	55.1	45.4	45.5	50.5	49.5	49.2
Total Delay (hr)	20.2	12.9	12.6	15.9	15.5	15.4
Total Stops	1768	1424	1454	1572	1583	1560
Fuel Used (gal)	40.6	36.9	36.4	39.4	38.5	38.4

Interval #0 Information Seeding

Start Time	3:50
End Time	4:00
Total Time (min)	10

Volumes adjusted by Growth Factors.

No data recorded this interval.

Interval #1 Information Recording

Start Time	4:00
End Time	4:15
Total Time (min)	15

Volumes adjusted by PHF, Growth Factors.

Run Number	2	3	4	5	7	Avg
Vehs Entered	693	640	653	634	648	653
Vehs Exited	677	634	643	638	636	645
Starting Vehs	64	59	48	48	43	51
Ending Vehs	80	65	58	44	55	58
Travel Distance (mi)	305	280	285	285	285	288
Travel Time (hr)	19.0	14.0	13.4	14.6	15.5	15.3
Total Delay (hr)	9.2	5.0	4.2	5.3	6.2	6.0
Total Stops	652	458	462	472	523	514
Fuel Used (gal)	12.4	10.8	10.4	10.7	11.0	11.1

Interval #2 Information

Start Time	4:15
End Time	4:30
Total Time (min)	15

Volumes adjusted by Growth Factors, Anti PHF.

Run Number	2	3	4	5	7	Avg
Vehs Entered	557	507	532	627	574	557
Vehs Exited	598	549	552	621	590	582
Starting Vehs	80	65	58	44	55	58
Ending Vehs	39	23	38	50	39	36
Travel Distance (mi)	260	236	243	277	257	255
Travel Time (hr)	12.6	9.9	11.0	14.1	11.5	11.8
Total Delay (hr)	4.2	2.3	3.1	5.1	3.2	3.6
Total Stops	383	282	335	488	359	370
Fuel Used (gal)	9.7	8.5	8.8	10.5	9.1	9.3

Interval #3 Information

Start Time	4:30
End Time	4:45
Total Time (min)	15

Volumes adjusted by Growth Factors, Anti PHF.

Run Number	2	3	4	5	7	Avg
Vehs Entered	562	549	558	551	576	558
Vehs Exited	571	527	550	559	569	556
Starting Vehs	39	23	38	50	39	36
Ending Vehs	30	45	46	42	46	41
Travel Distance (mi)	253	239	246	253	257	250
Travel Time (hr)	11.0	10.5	10.5	10.7	11.8	10.9
Total Delay (hr)	2.8	2.8	2.5	2.6	3.4	2.8
Total Stops	321	339	322	310	390	336
Fuel Used (gal)	9.0	8.6	8.6	8.9	9.4	8.9

Interval #4 Information

Start Time	4:45
End Time	5:00
Total Time (min)	15

Volumes adjusted by Growth Factors, Anti PHF.

Run Number	2	3	4	5	7	Avg
Vehs Entered	623	562	545	556	552	567
Vehs Exited	582	567	548	565	551	562
Starting Vehs	30	45	46	42	46	41
Ending Vehs	71	40	43	33	47	46
Travel Distance (mi)	262	251	242	257	250	252
Travel Time (hr)	12.5	11.0	10.6	11.1	10.7	11.2
Total Delay (hr)	4.0	2.9	2.8	2.8	2.7	3.0
Total Stops	412	345	335	302	311	340
Fuel Used (gal)	9.5	9.1	8.6	9.3	8.9	9.1

3: Route 302 & River Rd/Turning Leaf Dr Performance by lane

Lane	EB	EB	WB	NB	NB	SB	SB	All
Movements Served	LT	R	LTR	LT	TR	LT	TR	
Denied Del/Veh (s)								0.3
Total Del/Veh (s)	42.8	4.0	21.2	11.7	9.2	20.2	10.2	19.4

6: Route 302 & Private Drive/Drive In Ln Performance by lane

Lane	EB	WB	NB	SB	SB	All
Movements Served	LTR	LTR	LTR	L	TR	
Denied Del/Veh (s)						0.4
Total Del/Veh (s)	6.9	12.3	1.6	6.4	0.9	1.6

Total Network Performance

Denied Del/Veh (s)	0.6
Total Del/Veh (s)	22.6

Intersection: 3: Route 302 & River Rd/Turning Leaf Dr

Movement	EB	EB	WB	NB	NB	SB	SB
Directions Served	LT	R	LTR	LT	TR	LT	TR
Maximum Queue (ft)	455	125	79	183	182	469	420
Average Queue (ft)	224	30	35	85	81	177	131
95th Queue (ft)	437	103	67	148	153	343	314
Link Distance (ft)	670		310	417		828	828
Upstream Blk Time (%)	0						
Queuing Penalty (veh)	0						
Storage Bay Dist (ft)		100			375		
Storage Blk Time (%)	39	0					
Queuing Penalty (veh)	10	0					

Intersection: 6: Route 302 & Private Drive/Drive In Ln

Movement	EB	WB	SB	B9
Directions Served	LTR	LTR	L	T
Maximum Queue (ft)	30	43	51	5
Average Queue (ft)	2	17	18	0
95th Queue (ft)	13	43	45	4
Link Distance (ft)	309	542		417
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)			50	
Storage Blk Time (%)			1	
Queuing Penalty (veh)			3	

Network Summary

Network wide Queuing Penalty: 13

Intersection: 3: Route 302 & River Rd/Turning Leaf Dr

Phase	2	3	4
Movement(s) Served	NBSB	WBTL	EBTL
Maximum Green (s)	32.0	3.0	14.0
Minimum Green (s)	15.0	3.0	8.0
Recall	None	None	None
Avg. Green (s)	8.2	3.1	-8.0
g/C Ratio	NA	NA	NA
Cycles Skipped (%)	0	58	0
Cycles @ Minimum (%)	2	42	2
Cycles Maxed Out (%)	72	42	85
Cycles with Peds (%)	0	0	0

Controller Summary
Average Cycle Length (s): -9.7

Number of Complete Cycles : 58

SECTION 15

IMPACT TO IMPORTANT OR UNIQUE NATURAL AREAS

Section 15 – Impact to Important or Unique Natural Areas

The attached review letter from the Maine Department of Inland Fisheries and Wildlife (DIFW) indicating that there are no significant wildlife habitats located within the vicinity of the proposed development. We have also included a letter from the Maine Natural Areas Program indicating that there are no rare or threatened botanical species documented in the project area. The Maine DIFW also provided additional consultation to the Maine Department of Environmental Protection (DEP) during the review of the Site Location permit. The vernal pool on the property was determined to be non-significant by the Maine DEP.

STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
177 STATE HOUSE STATION
AUGUSTA, MAINE 04333

JANET T. MILLS
GOVERNOR

AMANDA E. BEAL
COMMISSIONER

June 28, 2023

J.P. Connolly
DM Roma
PO Box 1116
Windham, ME 04062

Via email: jp@dmroma.com

Re: Rare and exemplary botanical features in proximity to: 80-Unit Residential Development, Turning Leaf Drive, Windham, Maine

Dear J.P. Connolly:

I have searched the Maine Natural Areas Program's Biological and Conservation Data System files in response to your request received June 27, 2023 for information on the presence of rare or unique botanical features documented from the vicinity of the project in Windham, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

Our official response covers only botanical features. For authoritative information and official response for zoological features you must make a similar request to the Maine Department of Inland Fisheries and Wildlife, 284 State Street, Augusta, Maine 04333.

According to the information currently in our Biological and Conservation Data System files, there are no rare botanical features documented specifically within the project area. This lack of data may indicate minimal survey efforts rather than confirm the absence of rare botanical features. You may want to have the site inventoried by a qualified field biologist to ensure that no undocumented rare features are inadvertently harmed.

If a field survey of the project area is conducted, please refer to the enclosed supplemental information regarding rare and exemplary botanical features documented to occur in the vicinity of the project site. The list may include information on features that have been known to occur historically in the area as well as recently field-verified information. While historic records have not been documented in several years, they may persist in the area if suitable habitat exists. The enclosed list identifies features with potential to occur in the area, and it should be considered if you choose to conduct field surveys.

This finding is available and appropriate for preparation and review of environmental assessments, but it is not a substitute for on-site surveys. Comprehensive field surveys do not exist for all natural areas in Maine, and in the absence of a specific field investigation, the Maine Natural Areas Program cannot provide a definitive statement on the presence or absence of unusual natural features at this site.

MOLLY DOCHERTY, DIRECTOR
MAINE NATURAL AREAS PROGRAM
BLOSSOM LANE, DEERING BUILDING

PHONE: (207) 287-8044
WWW.MAINE.GOV/DACF/MNAP

The Maine Natural Areas Program (MNAP) is continuously working to achieve a more comprehensive database of exemplary natural features in Maine. We would appreciate the contribution of any information obtained should you decide to do field work. MNAP welcomes coordination with individuals or organizations proposing environmental alteration or conducting environmental assessments. If, however, data provided by MNAP are to be published in any form, the Program should be informed at the outset and credited as the source.

The Maine Natural Areas Program has instituted a fee structure of $75.00 an hour to recover the actual cost of processing your request for information. You will receive an invoice for $150.00 for two hours of our services.

Thank you for using MNAP in the environmental review process. Please do not hesitate to contact me if you have further questions about the Natural Areas Program or about rare or unique botanical features on this site.

Sincerely,

Lisa St. Hilaire

Lisa St. Hilaire | Information Manager | Maine Natural Areas Program
207-287-8044 | lisa.st.hilaire@maine.gov

Rare and Exemplary Botanical Features within 4 miles of
Project: 80-Unit Residential Development, Turning Leaf Drive, Windham, ME

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Pitch Pine Bog						
		S2	G3G5	2004-06-21	10	
Red Maple Swamp						
		S5	G3G5	2004-06-21	16	
Scarlet Oak						
	E	S1	G5	1916-08	2	Hardwood to mixed forest (forest, upland)
Small Whorled Pogonia						
	E	S2	G2G3	2018-06-15	18	Hardwood to mixed forest (forest, upland)
Spicebush						
	SC	S3	G5	2006-06-11	11	Forested wetland
Spotted Pondweed						
	T	S1	G5	2016-06-22	3	Open water (non-forested, wetland)

Date Exported: 2023-06-28 16:30

Conservation Status Ranks

State and Global Ranks: This ranking system facilitates a quick assessment of a species' or habitat type's rarity and is the primary tool used to develop conservation, protection, and restoration priorities for individual species and natural habitat types. Each species or habitat is assigned both a state (S) and global (G) rank on a scale of critically imperiled (1) to secure (5). Factors such as range extent, the number of occurrences, intensity of threats, etc., contribute to the assignment of state and global ranks. The definitions for state and global ranks are comparable but applied at different geographic scales; something that is state imperiled may be globally secure.

The information supporting these ranks is developed and maintained by the Maine Natural Areas Program (state ranks) and NatureServe (global ranks).

Rank	Definition
S1 **G1**	**Critically Imperiled** – At very high risk of extinction or elimination due to very restricted range, very few populations or occurrences, very steep declines, very severe threats, or other factors.
S2 **G2**	**Imperiled** – At high risk of extinction or elimination due to restricted range, few populations or occurrences, steep declines, severe threats, or other factors.
S3 **G3**	**Vulnerable** – At moderate risk of extinction or elimination due to a fairly restricted range, relatively few populations or occurrences, recent and widespread declines, threats, or other factors.
S4 **G4**	**Apparently Secure** – At fairly low risk of extinction or elimination due to an extensive range and/or many populations or occurrences, but with possible cause for some concern as a result of local recent declines, threats, or other factors.
S5 **G5**	**Secure** – At very low risk of extinction or elimination due to a very extensive range, abundant populations or occurrences, and little to no concern from declines or threats.
SX **GX**	**Presumed Extinct** – Not located despite intensive searches and virtually no likelihood of rediscovery.
SH **GH**	**Possibly Extinct** – Known from only historical occurrences but still some hope of rediscovery.
S#S# **G#G#**	**Range Rank** – A numeric range rank (e.g., S2S3 or S1S3) is used to indicate any range of uncertainty about the status of the species or ecosystem.
SU **GU**	**Unrankable** – Currently unrankable due to lack of information or due to substantially conflicting information about status or trends.
GNR **SNR**	**Unranked** – Global or subnational conservation status not yet assessed.
SNA **GNA**	**Not Applicable** – A conservation status rank is not applicable because the species or ecosystem is not a suitable target for conservation activities (e.g., non-native species or ecosystems.
Qualifier	**Definition**
S#? **G#?**	**Inexact Numeric Rank** – Denotes inexact numeric rank.
Q	**Questionable taxonomy that may reduce conservation priority** – Distinctiveness of this entity as a taxon or ecosystem type at the current level is questionable. The "Q" modifier is only used at a global level.
T#	**Infraspecific Taxon (trinomial)** – The status of infraspecific taxa (subspecies or varieties) are indicated by a "T-rank" following the species' global rank.

State Status: Endangered and Threatened are legal status designations authorized by statute. Please refer to MRSA Title 12, §544 and §544-B.

Status	Definition
E	**Endangered** – Any native plant species in danger of extinction throughout all or a significant portion of its range within the State or Federally listed as Endangered.
T	**Threatened** – Any native plant species likely to become endangered within the foreseeable future throughout all or a significant portion of its range in the State or Federally listed as Threatened.
SC	**Special Concern** – A native plant species that is rare in the State, but not rare enough to be considered Threatened or Endangered.
PE	**Potentially Extirpated** – A native plant species that has not been documented in the State in over 20 years, or loss of the last known occurrence.

Element Occurrence (EO) Ranks: Quality assessments that designate viability of a population or integrity of habitat. These ranks are based on size, condition, and landscape context. Range ranks (e.g., AB, BC) and uncertainty ranks (e.g., B?) are allowed. The Maine Natural Areas Program tracks all occurrences of rare plants and natural communities/ecosystems (S1-S3) as well as exemplary common natural community types (S4-S5 with EO ranks A/B).

Rank	Definition
A	**Excellent** – Excellent estimated viability/ecological integrity.
B	**Good** – Good estimated viability/ecological integrity.
C	**Fair** – Fair estimated viability/ecological integrity.
D	**Poor** – Poor estimated viability/ecological integrity.
E	**Extant** – Verified extant, but viability/ecological integrity not assessed.
H	**Historical** – Lack of field information within past 20 years verifying continued existence of the occurrence, but not enough to document extirpation.
X	**Extirpated** – Documented loss of population/destruction of habitat.
U	**Unrankable** – Occurrence unable to be ranked due to lack of sufficient information (e.g., possible mistaken identification).
NR	**Not Ranked** – An occurrence rank has not been assigned.

Visit the Maine Natural Areas Program website for more information
http://www.maine.gov/dacf/mnap

JANET T. MILLS
GOVERNOR

STATE OF MAINE
DEPARTMENT OF
INLAND FISHERIES & WILDLIFE
353 WATER STREET
41 STATE HOUSE STATION
AUGUSTA ME 04333-0041

JUDITH CAMUSO
COMMISSIONER

October 23, 2023

J.P. Connolly
DM Roma Consulting Engineers
2 Main Street, Suite 18-128
Biddeford, ME 04005

RE: Information Request – Turning Leaf Heights, Windham Project

Dear J.P.:

Per your request, we have reviewed current Maine Department of Inland Fisheries and Wildlife (MDIFW) information for known locations of Endangered, Threatened, and Special Concern species; designated Essential and Significant Wildlife Habitats; and inland fisheries habitat concerns within the vicinity of the *Turning Leaf Heights, Windham* project.

Our Department has not mapped any Essential or Significant Wildlife Habitats or inland fisheries habitats that would be directly affected by your project.

Endangered, Threatened, and Special Concern Species

Bat Species – Of the eight species of bats that occur in Maine, four species are afforded protection under Maine's Endangered Species Act (MESA, 12 M.R.S §12801 et. seq.): little brown bat (State Endangered), northern long-eared bat (State Endangered), eastern small-footed bat (State Threatened), and tri-colored bat (State Threatened). The four remaining bat species are designated as Species of Special Concern (Rare): big brown bat, red bat, hoary bat, and silver-haired bat. While a comprehensive statewide inventory for bats has not been completed, based on historical evidence, it is likely that several of these species occur within the project area during spring/fall migration, the summer breeding season, and/or for overwintering. However, our Agency does not anticipate significant impacts to any of the bat species as a result of this project.

Significant Wildlife Habitat

Significant Vernal Pools - At this time MDIFW Significant Wildlife Habitat (SWH) maps indicate no known presence of SWHs subject to protection under the Natural Resources Protection Act (NRPA) within the project area, which include Waterfowl and Wading Bird Habitats, Seabird Nesting Islands, Shorebird Areas, and Significant Vernal Pools. However, a comprehensive statewide inventory for Significant Vernal Pools has not been completed. If surveys for vernal pools have not yet been conducted, we recommend that surveys for vernal pools be conducted within the project boundary by qualified wetland scientists prior to final project design to determine whether there are Significant Vernal Pools present in the area. These surveys should extend up to 250 feet beyond the anticipated project footprint because of potential performance standard requirements for off-site Significant Vernal Pools, assuming such pools are located on land owned or controlled by the applicant. Once surveys are completed, survey forms should be submitted to our Agency for review well before the submission of any

necessary permits. Our Department will need to review and verify any vernal pool data prior to final determination of significance.

This consultation review has been conducted specifically for known MDIFW jurisdictional features and should not be interpreted as a comprehensive review for the presence of other regulated features that may occur in this area. Prior to the start of any future site disturbance, we recommend additional consultation with the municipality, and other state resource agencies including the Maine Natural Areas Program and Maine Department of Environmental Protection in order to avoid unintended protected resource disturbance.

Please feel free to contact my office if you have any questions regarding this information, or if I can be of any further assistance.

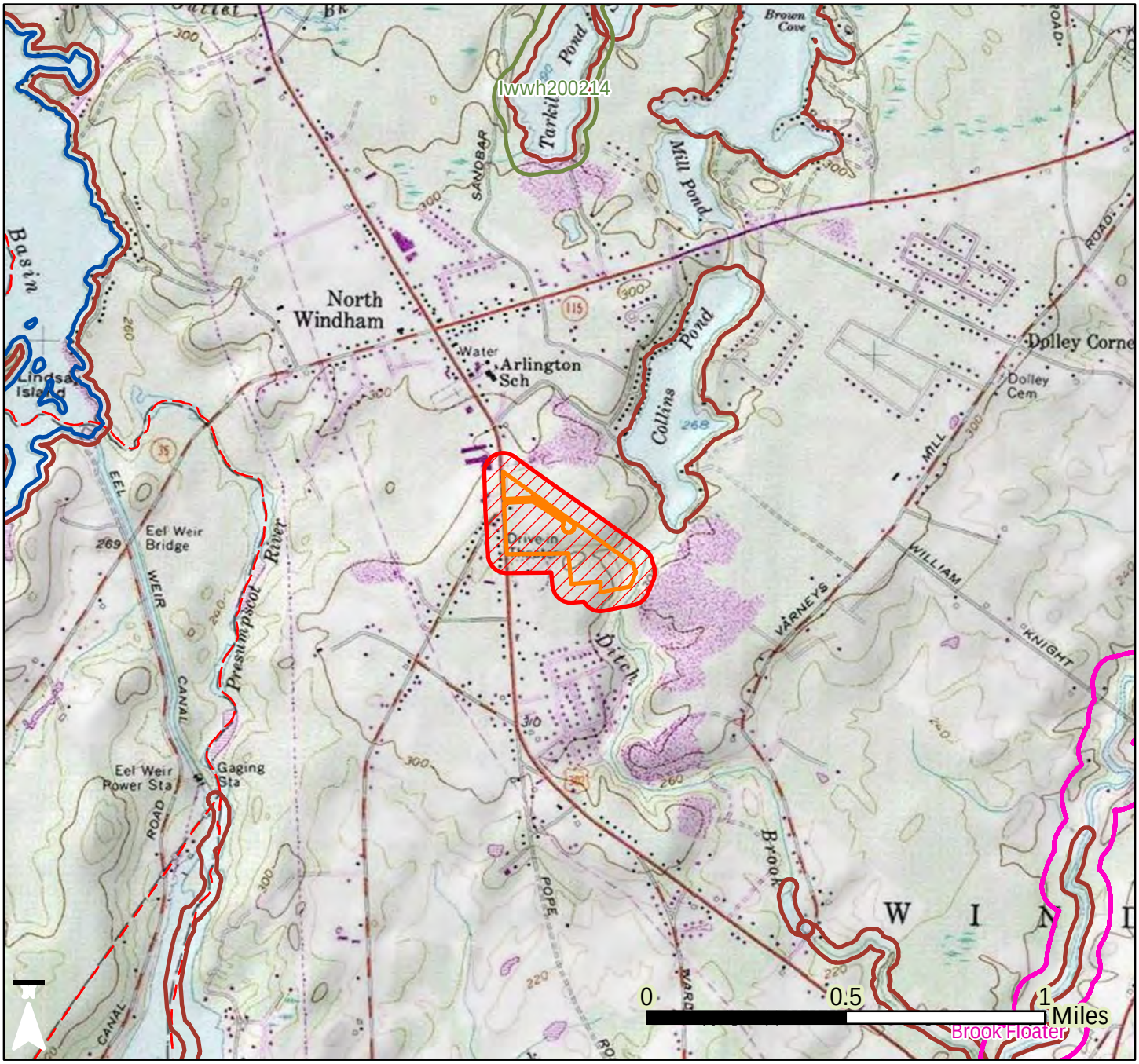
Best regards,



John Perry
Environmental Review Coordinator

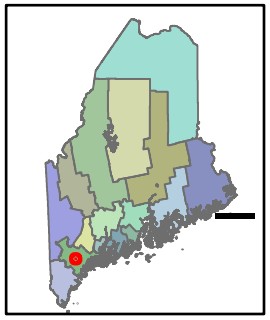
Maine Department of Inland Fisheries and Wildlife
Environmental Review of Fish and Wildlife Observa t ons and Priority Habitats

Gateway Development LLC, Windham



- County Boundary
- Township Boundary
- Project Footprint
- Search Area
- E, T, & SC Species
- Inland Waterfowl/Wading Bird
- Special Concern Fish
- Wild Lake Trout Habitats

Date: 6/28/2023
Projec t on:
UTM Zone 19N, NAD83



Legend only lists resources visible in the map; see response le t er for all resources that were evaluated.

SECTION 16

STORMWATER MANAGEMENT

DM ROMA
CONSULTING ENGINEERS

SECTION 12 – STORMWATER MANAGEMENT

STORMWATER MANAGEMENT REPORT

TURNING LEAF HEIGHTS
WINDHAM, MAINE

A. Narrative

Gateway Development, LLC, the applicant, is proposing to develop a 12.2-acre property located off Turning Leaf Drive and Drive In Lane in Windham, Maine. The project site is identified as Lot 9-B on the Town of Windham Assessor's Map 14, and is located in within the Commercial-1 Zoning District. The property is currently undeveloped woodland and is bound by undeveloped woodland to the along the easterly portion of the site, undeveloped commercial pad to the northwest, existing commercial uses to the west and southwest, additionally Ditch Brook is located along the easterly property limits.

The applicant is proposing to build a residential development consisting of a total of 146 dwelling units. The project proposes a mix of multi-unit buildings, specifically three (3) 30-unit buildings, two (2) 12-unit buildings, seven (7) 4-unit buildings and two (2) 2-unit buildings. 114 dwelling units of 2-unit-family detached residential dwellings and 24 units of multi-family residential dwellings in 3 buildings. The development is also proposing construction to extend Turning Leaf Drive and Drive In Lane with a 24-foot pavement width, curb and sidewalk. All unit's will be served by public water, public sewer, and underground electric, telephone and cable. The project also includes the construction of parking areas and stormwater management facilities.

B. Prior Related Permitting

The project parcel is identified as Lot 12 of the 3-lot commercial subdivision, identified as "Rich Family Limited Partnership Property" prepared by Sebago Technics, Inc., last amended in December 2013. As part of the original Town approval in 2003, two buildings were constructed on the property identified as Lot 10 of the subdivision with the construction of a portion of Turning Leaf Drive. These buildings were later converted into a condominium.

In 2005 to 2006, a 700-foot-long extension of Turning Leaf Drive was designed and permitted with the addition of a paved parking lot on the opposite side of Turning Leaf Drive, on Lot 12A, shared by both condominium owners. Since the entire project created over an acre of impervious surface, a Stormwater Permit was obtained from the Maine Department of Environmental Protection (L-22199-NJ-A-N) which included the two buildings, the full length of Turning Leaf Drive and the additional parking lot. The parking lot was constructed in 2006, but the extension of Turning Leaf Drive was never completed.

Lot 12A has been purchased and sold several times, most recently to Baker Brook Farm Creamery LLC, to whom a Stormwater Management Law Permit was issued (L-29557-NJ-N-N) which includes construction and stormwater management responsibilities for a portion of the extension Turning Leaf Drive.

C. Existing Conditions

The 12.2± acre project site is currently undeveloped. In the location of the project site, the land slope varies from gently sloped (2%-9%) to moderately sloped (10%-15%) at the end of Turning Leaf Drive, within the site where Drive In Lane ROW intersects the westerly property limits, and areas along the westerly property limits south of Drive In Lane, with steeper slopes bordering the easterly limits of the site and running east – west through the middle of the site, as steep as 2H:1V (50%).

The site drains either internally to a depression located on the westerly property limits or easterly to the Ditch Brook. Ditch Brook drains southerly, discharging to the Pleasant River and eventually into the Presumpscot River. The site's downstream waterbodies are not identified by the Maine Department of Environmental Protection (MDEP) as Urban Impaired Streams in Chapter 502.

A Class A High Intensity Soil Report and Map were prepared by Mark Hampton Associates, Inc. and utilized in the stormwater analysis. The report has been included in Section 11 Soils of the SLODA permit application and the map has been included in the design plan set. The associated test pit logs have been included as Attachment 1 of this report.

D. Alterations to Land Cover

Based on the proposed roadway construction and overall project development, the project will generate approximately 216,614 square feet (4.97± acres) of impervious surfaces. The project will also generate approximately 193,775± square feet (4.45± acres) of lawn, landscaping, and best management practices, resulting in a total project developed area of 410,390± square feet (9.42± acres).

Since the project will include improvements creating more than 3 acres of impervious area, the project will require a Site Location of Development Act (SLODA) permit from the MDEP. In addition, the project will require Town of Windham Subdivision approval. Since the project will require both approvals, the regulatory agencies will require the project to meet the Basic, General and Flooding Standards of MDEP Chapter 500 Stormwater Management regulations.

E. Methodology and Modeling Assumptions

The proposed stormwater management system has been designed utilizing Best Management Practices to maintain existing drainage patterns while providing stormwater quality improvement measures. The goal of the storm drainage system design is to remove potential stormwater pollutants from runoff generated by the development while providing attenuation of the peak rates of runoff leaving the site. The method utilized to predict the surface water runoff rates in this analysis is a computer program entitled HydroCAD, which is based on the same methods that were originally developed by the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service, and utilized in the TR-20 modeling program. Peak rates of runoff are forecasted based upon land use, hydrologic soil conditions, vegetative cover, contributing watershed area, time of concentration, rainfall data, storage volumes of detention basins and the hydraulic capacity of structures. The computer model predicts the amount of runoff as a function of time, with the ability to include the attenuation effect due to dams, lakes, large wetlands, floodplains, and constructed stormwater management basins. The input data for rainfalls with statistical recurrence frequencies of 2-, 10- and 25 years was obtained from Appendix H of the MDEP, Chapter 500 Stormwater Management, last revised in 2015. The National Weather Service developed four synthetic storm types to simulate rainfall

patterns around the country. For analysis in Cumberland County, Maine, the type III rainfall pattern with a 24-hour duration is appropriate.

F. Basic Standards

The project is required by the MDEP and the Town to provide permanent and temporary Erosion Control Best Management Practices. These methods are outlined in detail in the plan set.

G. General Standard

The proposed project is required to meet the General Standard outlined in the MDEP Chapter 500 to provide water quality treatment for no less than 95% of the resulting impervious surface and 80% of the total developed area associated with the project.

The General Standard will be met by incorporating the construction of one (1) wet pond, and roofline drip edges on each of the proposed buildings into the project's stormwater infrastructure. As a result of the proposed stormwater infrastructure, treatment is provided for over 99% of the project's impervious surface and over 91% of the site's developed area. Calculations can be found enclosed as Attachment 2 in this report.

To demonstrate that the proposed wet pond has the required 1 foot of freeboard between the emergency spillway and the top of berm during the 25-year storm event assuming failure of the other discharge devices, the HydroCAD output has been provided in Attachment 3 Wet Pond Sizing Calculations of this report. Additionally, within Attachment 3 is a hydrograph table for the proposed Wet Pond demonstrating that the outlet controls the release of runoff to drain it within 24 to 48 hours.

Sizing calculations for the proposed roofline dripedges for all proposed buildings are included as Attachment 4.

H. Flooding Standard

The project is required by both the Town of Standish and the MDEP to meet the Flooding Standard indicating the project must detain, retain, or result in the infiltration of stormwater from the 24-hour storms of the 2-year, 10-year and 25-year frequencies such that the peak flows of stormwater generated by the project site do not exceed the peak flows of stormwater prior to undertaking the project. To maintain the existing flow rates, one (1) wet pond and six (6) grassed underdrained filter basins have been incorporated into the stormwater infrastructure. To demonstrate compliance with the Flooding Standard, two (2) study points were analyzed.

Study Point 1 ("SP1") represents the locations along the easterly property limits where stormwater generated from tributary onsite and offsite areas exit the property and is discharged into Ditch Brook.

Study Point 2 ("SP2") represents a depression located along the westerly property limit near the intersection with the Drive In Lane ROW and the areas tributary are internally drained. Stormwater tributary to this location from both onsite and offsite areas does not have an outlet to discharge to and due to the nature of the soils in this area stormwater runoff infiltrates into the ground.

The results of the stormwater model incorporating the stormwater detention best management practices are summarized in Table 1 below:

Table 1 – Peak Rates of Stormwater Runoff						
Study Point	2-Year (cfs)		10-Year (cfs)		25-Year (cfs)	
	Pre	Post	Pre	Post	Pre	Post
SP-1	1.06	0.89	2.45	2.06	3.72	3.11
SP-2	0.00	0.00	0.00	0.00	0.00	0.00

As illustrated in the table above, the proposed project's design, including the integration of the proposed BMPs, reduces the peak rates of runoff at SP1 in all the modeled storm events. At SP2, in all modeled storm events, stormwater runoff in both the pre-developed and post-developed condition is in collected within the depression(s). The models indicate that the water surface elevation does not rise to an elevation that overtops the depression(s) and therefore there is no discharge from the depression(s) in either the pre-developed or post-developed condition. The project design significantly reduces the tributary area at SP2 by capturing runoff in the proposed storm drain system and discharging it to the proposed wet pond, which ultimately discharges to SP1. The HydroCAD model confirms that in both the pre- and post-developed condition the water surface in the depression is several feet below the top of the depression, and drains in the 25-year event within 24 to 48 hours.

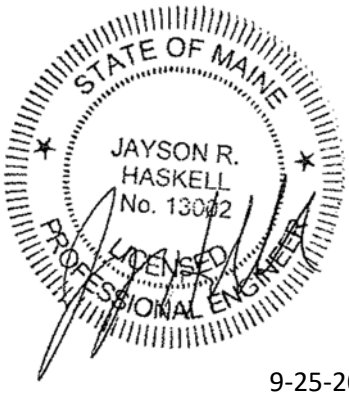
The watershed maps showing pre-development and post-development drainage patterns are included in the plan set and the computations performed with the HydroCAD software program are included as Attachment 5 of this report.

I. Maintenance of common facilities or property

The applicant will be responsible for the maintenance of the stormwater facilities until a condominium association is created. The responsibility will then be conveyed to the association. An Inspection, Maintenance and Housekeeping Plan for the project has been created and has been included as Attachment 6 of this report.

Prepared by:

DM ROMA CONSULTING ENGINEERS



J.P. Connolly
Senior Project Engineer

Jayson R. Haskell P.E.
Southern Maine Regional Manager

9-25-2024

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION AUGUSTA, MAINE 04333-0017

DEPARTMENT ORDER

IN THE MATTER OF

GATEWAY DEVELOPMENT, LLC	) SITE LOCATION OF DEVELOPMENT ACT
Windham, Cumberland County	)
TURNING LEAF HEIGHTS	)
L-31404-87-A-N (approval)	) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of the Site Location of Development Act (Site Law), in 38 M.R.S. §§ 481–489-E and Chapters 372, 373, 375, 376, and 500 of the Department of Environmental Protection (Department) rules, the Department has considered the application of GATEWAY DEVELOPMENT, LLC (applicant) 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 constructing the Turning Leaf Heights residential development consisting of 146 multi-family residential dwellings in 14 buildings, a 1,200-foot extension of Turning Leaf Drive and a 600-foot extension of Drive-In Lane. The project will create approximately 9.42 acres of developed area, of which 4.97 acres is impervious area. Details of the proposed subdivision can be seen on a set of plans, the first of which is titled "Existing Conditions Plan," prepared by DM Roma Consulting Engineers, and dated September 25, 2024. The project is located on a 12.2-acre parcel at the end of Turning Leaf Drive off Roosevelt Trail (US Route 302) in the Town of Windham.

B. Current Use of Site: The site of the proposed project is currently an undeveloped forest lot. The site contains some trails and woods roads and an area that was excavated in the late 1940's to create fill material to build a drive-in movie theater that operated adjacent to the property from 1949 to 1984. The site drains Easterly to Ditch Brook, which is a tributary to the Pleasant River that flows into the Presumpscot River. The project site is identified as Map 14, Lot 9B on the Town of Windham's tax maps.

2. FINANCIAL CAPACITY:

The total cost of the project is estimated to be $1.5 million for site construction. The applicant submitted a letter from Maine Community Bank, dated October 8, 2024, stating the applicant has sufficient financial capacity to undertake the development of the proposed project depicted on the Site & Subdivision Plan for Turning Leaf Heights.

Prior to the start of construction, the applicant must submit evidence that it has been granted a line of credit or a loan by a financial institution authorized to do business in this

State or evidence of any other form of financial assurance consistent with Department Rules, Chapter 373, § 1, to the Bureau of Land Resources for review and approval.

Based on the information above, the Department finds that the applicant has demonstrated adequate financial capacity to comply with Department standards provided that prior to the start of construction, the applicant submits evidence of financial capacity consistent with Department Rules, Chapter 373, § 1 for review and approval.

3. TECHNICAL ABILITY:

The applicant retained the services of DM Roma Consulting Engineers, a professional engineering firm, to assist in the design and engineering of the project and provided biographical information for key people involved with the project including lists of projects successfully developed and managed by Gateway Development LLC.

The Department finds that the applicant has demonstrated adequate technical ability to comply with Department standards.

4. NOISE:

The proposed project is a residential development, which is exempt from regulation pursuant to the Site Law, in 38 M.R.S. §484(3)(A).

Construction of the project will be limited to the hours of 7:00 a.m. to 7:00 p.m. or daylight hours, whichever is longer. Noise generated by the construction of developments during these hours is also exempt from regulation pursuant to 38 M.R.S. §484(3)(A).

The Department finds that the applicant has made adequate provision for the control of excessive environmental noise from the proposed project.

5. SCENIC CHARACTER:

The proposed project site is located on the east side of Roosevelt Trail (US Route 302) at the end of Turning Leaf Drive in the Town of Windham. The site is currently undeveloped mixed early successional forest. The project site is surrounded by developed commercial properties and has been designed to include the construction of new internal roadways to minimize the visual impact to the surrounding properties. Site development is concentrated on the western side of the parcel to provide an approximately 150-foot undisturbed buffer along Ditch Brook. The property is located within the Commercial-1 zoning district, which is a designated growth zone where high-density residential development is encouraged through the zoning standards implemented by the Town of Windham. This proposed development is consistent with the Town of Windham Comprehensive Plan.

The proposed development is generally consistent with the surrounding area which contains other commercial developments. The applicant did not identify any scenic

resources within the viewshed of the proposed project. Existing vegetation will screen much of the proposed project from adjacent uses to the extent practicable.

Based on the project's location and design, the Department finds that the proposed project will not have an unreasonable adverse effect on the scenic character of the surrounding area.

6. WILDLIFE AND FISHERIES:

As described in Section 1(B) and Section 5 above, the project site is primarily comprised of forested vegetation. According to the Department's Geographic Information System (GIS) database there are no mapped Essential or Significant Wildlife Habitats located at the site.

The applicant identified a small area of forested freshwater wetland located along the northeast boundary of the parcel. The forested wetland contains a vernal pool which was documented to contain sufficient egg masses to be considered a significant vernal pool (SVP) during a vernal pool survey conducted by Mainly Soils, LLC on April 23, 2024. A site visit conducted by Department staff on May 21, 2025, determined that the vernal pool is located in a man-made depression caused by past excavations on the site and therefore is not a "natural" vernal pool as defined by Chapter 335 § 9 (A)(3).

In its comments dated February 8, 2025, MDIFW commented on the importance of riparian buffers for the protection of water temperatures, water quality, natural inputs of coarse woody debris, and various forms of aquatic life necessary to support fish and other aquatic species. Riparian buffers also provide critical habitat and important travel corridors for a variety of species. MDIFW recommends that a 100-foot undisturbed buffer be maintained from the upland edge of the intermittent tributary stream and any contiguous wetlands.

The applicant considered the design recommendations recommended by MDIFW and has agreed to maintain an undisturbed (not-cut) 100-foot buffer adjacent to Ditch Brook to act as a riparian corridor for wildlife. Prior to the start of construction, the applicant will permanently mark the location of the riparian buffer and execute a deed restriction related to the riparian buffer area and have attached to it a plot plan for the development, drawn to scale, that specifies the location of the buffer. The applicant shall submit a copy of the recorded deed restriction, including the plot plan, to the Department within 60 days of its recording.

The Department finds that the applicant has made adequate provision for the protection of wildlife and fisheries provided that the riparian buffer deed restriction is executed as described above.

7. HISTORIC SITES AND UNUSUAL NATURAL AREAS:

The Maine Historic Preservation Commission reviewed the proposed project and stated in comments, dated July 10, 2023, that there will be no historic properties (architectural or archaeological) affected by the proposed development as defined by Section 106 of the Historic Preservation Act. There are no National Register eligible properties on or adjacent to the parcel. In addition, the project area is not considered sensitive for archaeological resources.

In comments, dated June 28, 2023, the Maine Natural Areas Program (MNAP) of the Department of Agriculture, Conservation and Forestry stated that its database does not contain any records documenting the existence of rare or unique botanical features on the project site.

The Department finds that the proposed development will not have an adverse effect on the preservation of any historic sites or unusual natural areas either on or near the development site.

8. BUFFER STRIPS:

The applicant will maintain a 150-foot undisturbed (no cut) natural buffer adjacent to Ditch Brook as described in more detail in finding 6 above.

The site is surrounded by commercial activities, and several properties have cleared trees up to the project's property line. The applicant will install fencing in some areas to buffer the proposed residential use from the adjacent commercial activities.

The Department finds that the applicant has made adequate provision for buffer strips.

9. SOILS:

The applicant submitted a soil survey report with soils testing logs, which was prepared by a certified soils scientist and reviewed by the Bureau of Land Resource's (BLR) Geology Unit. The report analyzed the soils at the project site and evaluated various engineering and construction factors. The report indicates that the subsurface conditions at the project site currently support the proposed development and associated stormwater infrastructure. BLR staff stated that it agreed with the results contained in the applicant's reports.

The applicant does not anticipate that bedrock removal by blasting will be necessary on any of the lots. If blasting is required within 500 feet of off-site structures not owned by the applicant, then a blasting plan meeting the requirements of 38 M.R.S. § 490-Z(14), signed by a qualified blaster, including a map of specific blasting sites, must be provided to the Department for review and approval prior to the initiation of any blasting activity.

The Department finds that based on the applicant's soils reports and review comments provided by BLR, the soils on the proposed project site do not create limitations to the proposed project that cannot be overcome through standard engineering practices provided that provided that prior to blasting within 500 feet of non-owned off-site structures, the applicant submits a finalized blasting plan as described above.

10. STORMWATER MANAGEMENT:

The proposed project includes approximately 10.0 acres of disturbed area, including 9.42 acres of developed area of which 4.97 acres is impervious area. The proposed project lies within the watershed of Ditch Brook, the Pleasant River and the Presumpscot River. The applicant submitted a stormwater management plan based on the Basic, General, and Flooding Standards contained in Chapter 500 Stormwater Management rules (06-096 C.M.R. chapter. 500, effective August 12, 2015) pursuant to 38 M.R.S. § 420-D. The stormwater generated from the development's impervious areas will be treated in one wetpond and nine roof dripline filters.

A. Basic Standards:

(1) Erosion and Sedimentation Control: The applicant submitted an Erosion and Sedimentation Control Plan (Section 14 of the application) that is based on the performance standards contained in Appendix A of Chapter 500 and the Best Management Practices outlined in the Maine Erosion and Sediment Control BMPs, which were developed by the Department. Staff of the Department reviewed the plan and plan sheets containing the details regarding erosion control. Erosion control details will be included on the final construction plans and the erosion control narrative will be included in the project specifications to be provided to the construction contractor.

(2) Inspection and Maintenance: The applicant submitted a maintenance plan that addresses both short- and long-term maintenance requirements. The applicant will be responsible for the maintenance of all common facilities including the stormwater management system. The maintenance plan is based on the standards contained in Appendix B of Chapter 500 and was reviewed by Department staff.

(3) Housekeeping: The proposed project will comply with the performance standards outlined in Appendix C of Chapter 500.

Based upon review of the applicant's erosion and sedimentation control plan and the inspection and maintenance plan, the Department finds that the proposed project meets the Basic Standards contained in Chapter 500, § 4(B).

B. General Standards:

The applicant's stormwater management plan includes general treatment measures that will mitigate for the increased frequency and duration of channel erosive flows due to runoff from smaller storms, provide for effective treatment of pollutants in stormwater,

and mitigate potential temperature impacts. This mitigation is being achieved by using BMPs that will treat runoff from 8.61 acres (92% developed area) and 4.96 acres (99% impervious area) associated with the subdivision.

The stormwater management system proposed by the applicant was reviewed by Department staff. After a final review, Department staff commented that the proposed stormwater management system is designed in accordance with the General Standards contained in Chapter 500, § 4(C) and recommended that the applicant's design engineer or another qualified professional oversees the construction of the stormwater management structures to ensure that they are installed in accordance with the details and notes specified on the approved plans. Within 30 days of completion of the entire system, as-built plans must be submitted to the Department. If the project takes more than one year to complete, at least once per year, the applicant must submit a log of inspection reports detailing the items inspected, photographs taken, and dates of each inspection to the Department for review.

Based on the stormwater system's design and BLR's review, the Department finds that the applicant has made adequate provision to ensure that the proposed project will meet the General Standards contained in Chapter 500, § 4(C) provided the applicant submits as-built plans as described above.

C. Flooding Standard

The applicant is proposing to utilize a stormwater management system based on estimates of pre- and post-development stormwater runoff flows obtained by using Hydrocad, a stormwater modeling software that utilizes the methodologies outlined in Technical Releases #55 and #20, U.S.D.A., Soil Conservation Service and detains stormwater from 24-hour storms of 2-, 10-, and 25-year frequency. The effect of the proposed project on peak flows was assessed by the applicant. The applicant's model indicates that the post-development peak flow will not exceed the pre-development peak flow from the site.

Based on the system's design, the Department finds that the proposed system is designed in accordance with the Flooding Standard contained in Chapter 500, § 4(F) and that the applicant has made adequate provision to ensure that the proposed project will meet the Flooding Standard contained in Chapter 500, § 4(F) for peak flow from the project site, and channel limits and runoff areas.

11. GROUNDWATER:

The project site is located over a significant sand and gravel aquifer, as mapped by the Maine Geological Survey. This proposal does not involve any withdrawal from, or discharge to, groundwater.

As a residential subdivision, handling and storage of hazardous materials, fuels, solvents, or other chemicals in excess of normal household quantities at the project is not anticipated. Heating for the proposed facility will be provided by heat pumps.

Potential sources of groundwater contamination during construction include fuel, hydraulic oils and lubricating oils used in the operation of vehicles and construction equipment. Any spills of these materials are typically small and of very short duration and can be properly contained, controlled and cleaned up in a timely manner, so should not pose a risk to groundwater quality. Measures to prevent and address potential impacts to both surface water and groundwater will be included in the construction Spill Prevention Control and Countermeasure Plan (SPCC). The construction SPCC Plan must be submitted to the Department for review and approval prior to the start of construction.

The Department finds that the proposed project will not have an unreasonable adverse effect on ground water quality provided that prior to construction the applicant submits a construction SPCC to the Department for review and approval.

12. WATER SUPPLY:

Potable water for the project will be provided by the Portland Water District (PWD). The applicant submitted a letter from PWD, dated February 7, 2025, which confirms the capacity to supply water to the development.

The Department finds that the applicant has made adequate provision for securing and maintaining a sufficient and healthful water supply.

13. WASTEWATER DISPOSAL:

When completed, the proposed project is anticipated to discharge 29,160 gallons of wastewater per day to the Windham Sewer District's wastewater treatment facility. The applicant and the Town of Windham agreed to extend the sewer lines to serve this project. The applicant submitted a copy of the minutes from the March 11, 2025 Windham Town Council Meeting in which the Town Council approved in Item #25-037 the sewer connection and authorized the Town Manager to execute the Agreement(s) necessary for the development.

Prior to the start of construction, the applicant must submit to the Department for review and approval evidence of the executed sewer connection agreements with the Town of Windham and a capacity letter from the Windham Sewer District documenting that the facility has the capacity to handle the wastewater produced by the development and is in compliance with the water quality laws of the State of Maine.

The Department finds that the applicant has made adequate provision for wastewater disposal at a facility that has the capacity to ensure satisfactory treatment.

14. SOLID WASTE:

Approximately 1,140 cubic yards of typical residential solid waste are estimated to be generated annually by the 114 dwelling units. Dumpsters will be installed on site and will be privately managed by Casella Waste Management (Casella). It is anticipated that

Casella will transport all collected solid waste to the EcoMaine facility in Portland for disposal, which is currently in compliance with the Maine Solid Waste Management Rules.

There is no demolition debris expected to be generated. Construction debris associated with the residential units is estimated to be 15 cubic yards per dwelling. The debris will be handled by Pine Tree Waste Services (Pine Tree) and transported to the Juniper Ridge Landfill in Alton, Maine. No burning or burial of construction debris will be permitted on site, which is currently in compliance with the Maine Solid Waste Management Rules.

All tree clearing debris will be chipped or left as saw logs to be transported off site. Stumps and grubbing's will be ground on site by a portable stump grinder and used as mulch in the stabilization of ditch backslopes and/or for erosion control. Based on publicly available information, the average amount of biomass debris generated by forested land clearing activities is approximately 87 tons per acre of clearing. Utilizing the remaining forested land clearing amount of approximately 5 acres, the estimated land clearing debris is expected to be approximately 435 tons.

There is no anticipated special or hazardous waste generated as a result of the residential development.

Based on the above information, the Department finds that the applicant has made adequate provision for solid waste disposal.

15. FLOODING:

The proposed project contains a small area that is located within the 100-year flood plain of the Ditch Brook. No development is proposed within the mapped 100-year floodplain area.

The Department finds that the proposed project is unlikely to cause or increase flooding or cause an unreasonable flood hazard to any structure.

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. §§ 481–489-E:

A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards provided that the applicant meets the requirement outlined in Finding 2.

B. The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities provided that the applicant meets the requirement outlined in Finding 6.

C. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil provided that the applicant meets the requirement outlined in Finding 9.

D. The proposed development meets the standards for storm water management in 38 M.R.S. § 420-D and the standard for erosion and sedimentation control in 38 M.R.S. § 420-C provided that the applicant meets the requirements outlined in Finding 10.

E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur provided that the applicant meets the requirement outlined in Finding 11.

F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities and solid waste disposal required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities in the municipality or area served by those services provided the applicant meets the requirement outlined in Finding 13.

G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

THEREFORE, the Department APPROVES the application of GATEWAY DEVELOPMENT, LLC to construct the Turning Leaf Heights Residential Development as described in Finding 1, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.

2. In addition to any specific erosion control measures described in this or previous orders, the applicant shall take all necessary actions to ensure that their activities or those of their agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation 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. Prior to the start of construction, the applicant must submit evidence that it has been granted a line of credit or a loan by a financial institution authorized to do business in this State or evidence of any other form of financial assurance consistent with Department Rules, Chapter 373, § 1.

5. Prior to the start of construction, the location of the riparian buffer will be permanently marked on the ground.

6. Prior to the start of construction, the applicant shall execute a deed restriction related to the riparian buffer area and have attached to it a plot plan for the development, drawn to scale, that specifies the location of the buffer. The applicant shall submit a copy of the recorded deed restriction, including the plot plan, to the Department within 60 days of its recording.

7. The applicant shall retain the design engineer or other qualified professional to oversee the construction of the stormwater management structures according to the details and notes specified on the approved plans. Within 30 days of completion of the entire system, as-built plans shall be submitted to the Department. If the project takes more than one year to complete, at least once per year, the applicant shall submit a log of inspection reports detailing the items inspected, photographs taken, and dates of each inspection to the Department for review.

8. Prior to the start of construction, the applicant shall submit to the Department for review and approval evidence of the executed sewer connection agreements with the Town of Windham and a capacity letter from the Windham Sewer District documenting that the facility has the capacity to handle the wastewater produced by the development and is in compliance with the water quality laws of the State of Maine.

9. If blasting is required within 500 feet of off-site structures not owned by the applicant, then a blasting plan meeting the requirements of 38 M.R.S. § 490-Z(14), signed by a qualified blaster, including a map of specific blasting sites, must be provided to the Department for review and approval prior to the initiation of any blasting activity.

10. The applicant shall submit a construction SPCC Plan to the Department for review and approval prior to the start of construction.

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 11TH DAY OF JULY, 2025.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY: 

For: Melanie Loyzim, Commissioner

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

JC/L31404

Department of Environmental Protection

SITE LOCATION OF DEVELOPMENT (SITE)
STANDARD CONDITIONS

A. Approval of Variations from Plans. The granting of this approval 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. Further subdivision of proposed lots by the applicant or future owners is specifically prohibited without prior approval of the Board, and the applicant shall include deed restrictions to that effect.

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. Compliance with All Terms and Conditions of Approval. The applicant shall submit all reports and information requested by the Board or the Department demonstrating that the applicant has complied or will comply with all preconstruction terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.

D. Advertising. Advertising relating to matters included in this application shall refer to this approval only if it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.

E. Transfer of Development. Unless otherwise provided in this approval, the applicant shall not sell, lease, assign or otherwise transfer the development or any portion thereof without prior written approval of the Board where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval shall be granted only if the applicant or transferee demonstrates to the Board that the transferee has the technical capacity and financial ability to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant.

F. Time frame for approvals. If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the Board for a new approval. The applicant may not begin construction or operation of the development until a new approval is granted. A reapplication for approval 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.

G. Approval Included in Contract Bids. A copy of this approval must be included in or attached to all contract bid specifications for the development.

H. Approval Shown to Contractors. Work done by a contractor pursuant to this approval shall not begin before the contractor has been shown by the developer a copy of this approval.

STORMWATER STANDARD CONDITIONS

STRICT CONFORMANCE WITH THE STANDARD AND SPECIAL CONDITIONS OF THIS APPROVAL IS NECESSARY FOR THE PROJECT TO MEET THE STATUTORY CRITERIA FOR APPROVAL

Standard conditions of approval. Unless otherwise specifically stated in the approval, a department approval is subject to the following standard conditions pursuant to Chapter 500 Stormwater Management Law.

(1) Approval of variations from plans. The granting of this approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the permittee. Any variation from these plans, proposals, and supporting documents must be reviewed and approved by the department prior to implementation. Any variation undertaken without approval of the department is in violation of 38 M.R.S. §420-D(8) and is subject to penalties under 38 M.R.S. §349.

(2) Compliance with all terms and conditions of approval. The applicant shall submit all reports and information requested by the department demonstrating that the applicant has complied or will comply with all terms and conditions of this approval. All preconstruction terms and conditions must be met before construction begins.

(3) Advertising. Advertising relating to matters included in this application may not refer to this approval unless it notes that the approval has been granted WITH CONDITIONS, and indicates where copies of those conditions may be obtained.

(4) Transfer of project. Unless otherwise provided in this approval, the applicant may not sell, lease, assign, or otherwise transfer the project or any portion thereof without written approval by the department where the purpose or consequence of the transfer is to transfer any of the obligations of the developer as incorporated in this approval. Such approval may only be granted if the applicant or transferee demonstrates to the department that the transferee agrees to comply with conditions of this approval and the proposals and plans contained in the application and supporting documents submitted by the applicant. Approval of a transfer of the permit must be applied for no later than two weeks after any transfer of property subject to the license.

(5) Time frame for approvals. If the construction or operation of the activity is not begun within four years, this approval shall lapse and the applicant shall reapply to the department for a new approval. The applicant may not begin construction or operation of the project until a new approval is granted. A reapplication for approval 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.

(6) Certification. Contracts must specify that "all work is to comply with the conditions of the Stormwater Permit." Work done by a contractor or subcontractor pursuant to this approval may not begin before the contractor and any subcontractors have been shown a copy of this approval with the conditions by the permittee, and the permittee and each contractor and sub-contractor has certified, on a form provided by the department, that the approval and conditions have been received and read, and that the work will be carried out in accordance with the approval and conditions. Completed certification forms must be forwarded to the department.

(7) Maintenance. The components of the stormwater management system must be adequately maintained to ensure that the system operates as designed, and as approved by the Department. If maintenance responsibility is to be transferred from the permittee to another entity, a transfer request must be filed with the Department which includes the name and contact information for the person or entity responsible for this maintenance. The form must be signed by the responsible person or agent of the responsible entity.

(8) Recertification requirement. Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department.

(a) All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.

(b) All aspects of the stormwater control system are operating as approved, have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the system, or portions of the system, as necessary.

(c) The stormwater maintenance plan for the site is being implemented as approved by the Department, and the maintenance log is being maintained.

(d) All proprietary systems have been maintained according to the manufacturer's recommendations. Where required by the Department, the permittee shall execute a 5-year maintenance contract with a qualified professional for the coming 5-year interval. The maintenance contract must include provisions for routine inspections, cleaning and general maintenance.

(e) The Department may waive some or all of these recertification requirements on a case-by-case basis for permittees subject to the Department's Multi-Sector General Permit ("MSGP") and/or Maine Pollutant Discharge Elimination System ("MEPDES") programs where it is demonstrated that these programs are providing stormwater control that is at least as effective as required pursuant to this Chapter.

(9) Transfer of property subject to the license. If any portion of the property subject to the license containing areas of flow or areas that are flooded are transferred to a new property owner, restrictive covenants protecting these areas must be included in any deeds or leases, and recorded at the appropriate county registry of deeds. Also, in all transfers of such areas and areas containing parts of the stormwater management system, deed restrictions must be included making the property transfer subject to all applicable terms and conditions of the permit. These terms and conditions must be incorporated by specific and prominent reference to the permit in the deed. All transfers must include in the restrictions the requirement that any subsequent transfer must specifically include the same restrictions unless their removal or modification is approved by the Department. These restrictions must be written to be enforceable by the Department and must reference the permit number.

(10) Severability. The invalidity or unenforceability of any provision, or part thereof, of this permit shall not affect the remainder of the provision or any other provisions. This permit shall be construed and enforced in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

DEP INFORMATION SHEET

Appeals to the Board of Environmental Protection

Date: November 2024 Contact: Clerk.BEP@maine.gov or (207) 314-1458

SUMMARY

This document provides information regarding a person's rights and obligations in filing an administrative or judicial appeal of: (1) a final license decision made by the Commissioner of the Department of Environmental Protection ("DEP"); or (2) an insurance claim-related decision ("Clean-up and Response Fund decision") made by the Commissioner or the Office of State Fire Marshal pursuant to 38 M.R.S. § 568-A.

Except as explained below, there are two methods available to an aggrieved person seeking to appeal a license decision made by the Commissioner or a Clean-up and Response Fund decision: (1) an administrative appeal before the Board of Environmental Protection ("Board"); or (2) a judicial appeal before Maine's Superior Court. An aggrieved person seeking review of a license decision or Clean-up and Response Fund decision made by the Board may seek judicial review in Maine's Superior Court.

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

I. ADMINISTRATIVE APPEALS TO THE BOARD

LEGAL REFERENCES

A person filing an appeal with the Board should review the applicable rules and statutes, including the DEP's Chapter 2 rule, *Processing of Applications and Other Administrative Matters* (06-096 C.M.R. ch. 2); Organization and Powers, 38 M.R.S. §§ 341-D(4) and 346; and the Maine Administrative Procedure Act, 5 M.R.S. § 11001.

DEADLINE TO SUBMIT AN APPEAL TO THE BOARD

Within 30 calendar days of the date of: (1) a final license decision of the Commissioner; or (2) a Clean-up and Response Fund decision, an aggrieved person may appeal to the Board for review of that decision. "Aggrieved person" means any person whom the Board determines may suffer a particularized injury as a result of a Commissioner's license decision or a Clean-up and Response Fund decision. A complete appeal must be received by the Board no later than 5:00 p.m. on the 30th calendar day of the decision being appealed. With limited exception, untimely appeals will be dismissed.

HOW TO SUBMIT AN APPEAL TO THE BOARD

An appeal to the Board may be submitted via postal mail or electronic mail (e-mail) and must contain all signatures and required appeal contents. An electronic filing must contain the scanned original signature of the appellant(s). The appeal documents must be sent to the following address.

Chair, Board of Environmental Protection
c/o Board Clerk
17 State House Station
Augusta, ME 04333-0017
Clerk.BEP@maine.gov

The DEP may also request the submittal of the original signed paper appeal documents when the appeal is filed electronically. The risk of material not being received in a timely manner is on the sender, regardless of the method used.

At the time an appeal is filed with the Board, the appellant must send a copy of the appeal to: (1) the Commissioner of the DEP (Maine Department of Environmental Protection, 17 State House Station, Augusta, Maine 04333-0017); (2) the licensee, if the appellant is not the licensee; and (3) if a hearing was held on the application, any intervenors in that hearing proceeding. For appeals of Clean-up and Response Fund decisions made by the State Fire Marshal, the appellant must also send a copy of the appeal to the State Fire Marshal. **Please contact the Board Clerk at clerk.bep@maine.gov or DEP staff at 207-287-7688 with questions or for contact information regarding a specific license or Clean-up and Response Fund decision.**

REQUIRED APPEAL CONTENTS

A written appeal must contain the information specified in Chapter 2, section 23(B) or section 24(B), as applicable, at the time the appeal is submitted. **Please carefully review these sections of Chapter 2**, which is available online at https://www.maine.gov/sos/cec/rules/06/chaps06.htm, or contact the Board Clerk to obtain a copy of the rule. Failure to comply with the content of appeal requirements may result in the appeal being dismissed pursuant to Chapter 2, section 23(C) or section 24(C).

OTHER CONSIDERATIONS IN APPEALING A DECISION TO THE BOARD

1. *Be familiar with the administrative record.* Generally, the record on which the Board decides an appeal is limited to the record prepared by the agency in its review of the application, any supplemental evidence admitted to the record by the Board Chair and, if a hearing is held on the appeal, additional evidence admitted during the hearing. A person who seeks to appeal a decision to the Board is encouraged to contact the DEP (or State Fire Marshal for Clean-up and Response Fund decisions made by that agency) to inspect the record before filing an appeal.

2. *Be familiar with the applicable rules and laws.* An appellant is required to identify the licensing criterion or standard the appellant believes was not satisfied in issuing the decision, the bases of the objections or challenges, and the remedy sought. Prior to filing an appeal, review the decision being appealed to identify the rules and laws that are applicable to the decision. An appellant may contact the DEP or Board staff with any questions regarding the applicable rules and laws or the appeal procedure generally.

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. Unless a separate stay of the decision is requested and granted (*see* Chapter 2, section 23(M)), the licensee may proceed with an approved project pending the outcome of the appeal. Any activity initiated in accordance with the approved license during the pendency of the appeal comes with the risk of not knowing the outcome of the appeal, including the possibility that the decision may be reversed or modified by the Board.

4. *Alternative dispute resolution.* If the appeal participants agree to use mediation or another form of alternative dispute resolution ("ADR") to resolve the appeal and so notify the Board, the Board will not hear the matter until the conclusion of that effort, provided the participants engaged in the alternative dispute resolution demonstrate satisfactory progress toward resolving the issues. *See* Chapter 2, section 23(H) or contact the Board Executive Analyst (contact information below) for more information on the ADR provision.

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

The Board will acknowledge receipt of each appeal and develop a service list of appeal participants and any interested persons for use in the appeal proceeding. Electronic mail (e-mail) is the preferred method of communication during an appeal proceeding; however, the Board reserves the right to require paper copies of all filings. Once the Board Chair rules on the admissibility of all proposed supplemental evidence, the licensee (if the licensee is not the appellant) may respond to the merits of the appeal. Instructions specific to each appeal will be provided in correspondence from the Board Executive Analyst or Board Chair.

Generally, once all filings in an appeal proceeding are complete, the DEP staff will assemble a packet of materials for the Board (Board packet), including a staff recommendation in the form of a proposed Board Order. Once available, appeal participants will receive a copy of the Board packet and an agenda with the meeting location and start time. Once finalized, the meeting agenda will be posted on the Board's webpage https://www.maine.gov/dep/bep/index.html. Appeals will be considered based on the administrative record on appeal and oral argument at a regular meeting of the Board. *See* Chapter 2, Section 23(I). The Board may affirm all or part of the decision under appeal; affirm all or part of the decision under appeal with modifications, or new or additional conditions; order a hearing to be held as expeditiously as possible; reverse the decision under appeal; or remand the decision to the Commissioner or State Fire Marshal, as applicable, for further proceedings.

II. JUDICIAL APPEALS

The filing of an appeal with the Board is not a prerequisite for the filing of a judicial appeal. Maine law generally allows aggrieved persons to appeal final license decisions to Maine's Superior Court (*see* 38 M.R.S. § 346(1); Chapter 2; 5 M.R.S. § 11001; and M.R. Civ. P. 80C). A judicial appeal by a party to the underlying proceeding 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 aggrieved person, an appeal must be filed within 40 days of the date the decision was rendered. 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. § 346(4), the Maine Administrative Procedure Act, statutes governing a particular license decision, and the Maine Rules of Civil Procedure for substantive and procedural details applicable to judicial appeals.

ADDITIONAL INFORMATION

If you have questions or need additional information on the appeal procedure, for administrative appeals contact the Board Clerk at clerk.bep@maine.gov or 207-287-2811 or the Board Executive Analyst at bill.hinkel@maine.gov or 207-314-1458, or for judicial appeals contact the court clerk's office in which the appeal will be filed.

Note: This information sheet, in conjunction with a review of the statutory and rule provisions referred to herein, is provided to help a person to understand their rights and obligations in filing an administrative or judicial appeal, and to comply with notice requirements of the Maine Administrative Procedure Act, 5 M.R.S. § 9061. This information sheet is not intended to supplant the parties' obligations to review and comply with all statutes and rules applicable to an appeal and insofar as there is any inconsistency between the information in this document and the applicable statutes and rules, the relevant statutes and rules apply.

SECTION 17

SOILS INFORMATION

Section 17 – Soils Information

A Class-A High Intensity Soil Survey was performed by Mark Hampton. The Soils Report and Test Pit Logs are included in this section, and the Soils Map is included in the Plan Set. A Wetlands Evaluation and Vernal Pool Assessment was conducted by Alex Finamore, and the Wetlands Report is included in this section.

MARK HAMPTON ASSOCIATES, INC.
SOIL EVALUATION • WETLAND DELINEATIONS • SOIL SURVEYS • WETLAND PERMITTING

8024

Turning Leaf Heights
Turning Leaf Drive
Windham, ME
Gateway Development, LLC

Soil Narrative Report

DATE:	Soil Profiles observed on August 8, 2024
BASE MAP:	Base plan provided by DM Roma Consulting Engineers Scale 1 inch equals 100 feet and two foot contours.
GROUND CONTROL:	Soil survey boundaries located by Mark Hampton Associates, Inc. for Class A Soil Survey

Class A-High Intensity Soil Survey (Minimum Standards)

Mapping units of 1/8 acre or larger.
Scale of 1"= 100 feet or larger.
Up to 25% inclusions in mapping units of which no more than 15% may be dissimilar soils.
Ground Control – test pits located under direction of professional land surveyor or professional engineer.
Base Map –2 foot contour intervals

Provided:

Mapping units of 1/8 acre or larger
Base map scale of 1"= 100 feet.
Up to 25 percent inclusions in mapping units of which no more than 15 percent is dissimilar soils.
Baseline information and test pits located by pacing and taping from know survey control points.
Ground topographic survey with two foot contours and ground control provided.

P.O. BOX 1931 • PORTLAND, ME 04104-1931 • 207-756-2900 • mhampton1@maine.rr.com

The accompanying soil profile descriptions, soil map, and this soil narrative report were done in accordance with the standards adopted by the Maine Association of Professional Soil Scientists, and the Maine Board of Certification of Geologists and Soil Scientists.

C.S.S. #216, L.S.E. #263 August 15, 2024

Mark J. Hampton Date



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SOIL EVALUATION • WETLAND DELINEATIONS • SOIL SURVEYS • WETLAND PERMITTING

8024

Turning Leaf Heights
Turning Leaf Drive
Windham, ME
Gateway Development, LLC

Colton
(Typic Haplorthods)

SETTING

PARENT MATERIAL:	Derived from glacial-fluvial, glacio-lacustrine sand.
LANDFORM:	Outwash plains, deltas, and terraces
POSITION IN LANDSCAPE:	Sidehill, shoulders and plains
SLOPE GRADIENT RANGES:	(A) 0-3%, © 8-15%, (D) 15-25%

COMPOSITION AND SOIL CHARACTERISTICS

DRAINAGE CLASS: Excessively well drained. Depth to seasonal high watertable greater than 4 feet throughout the year.

TYPICAL PROFILE:

Surface Layer:	Grayish brown, sand, 0-8"
Subsurface Layer:	Reddish brown,] gravelly loamy sand, 8-16"
Subsoil Layer:	Yellow-brown, stony, very gravelly sand, 16-25"
Substratum:	Pale brown stony, gravelly sand, 25-72"

HYDROLOGIC GROUP:	Group A
SURFACE RUNOFF:	Very slow to medium
PERMEABILITY:	Rapid or very rapid
DEPTH TO BEDROCK:	Greater than 65 inches
HAZARD TO FLOODING:	None

INCLUSIONS

(Within Mapping Unit)

CONTRASTING: Croghan, Naumburg, Au Gres

STATE OF MAINE
MARK J. HAMPTON
#216
CERTIFIED SOIL SCIENTIST

USE AND MANAGEMENT

Development: There are no limiting factors for building site development.

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Turning Leaf Heights
Turning Leaf Drive
Windham, ME
Gateway Development, LLC

Au Gres
(Typic Endoaquods)

SETTING

PARENT MATERIAL:	Derived from outwash and deltaic sandy deposits.
LANDFORM:	Outwash plains, deltas, and terraces
POSITION IN LANDSCAPE:	Low depressions and plains
SLOPE GRADIENT RANGES:	(A) 0-3%, (B) 3-8%

COMPOSITION AND SOIL CHARACTERISTICS

DRAINAGE CLASS: Somewhat poorly drained. Depth to seasonal high watertable ranges from 0.0 to 1.0 feet below the surface at some time from November to May.

TYPICAL PROFILE:

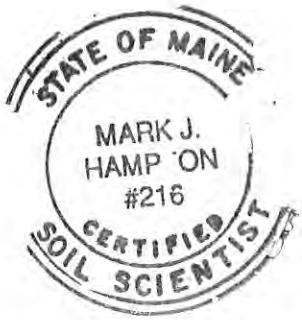
Surface Layer:	Black loamy sand, 0-7"
Subsurface Layer:	Reddish brown sand, 8-15"
Subsoil Layer:	Brown sand, 15-32"
Substratum:	Gray sand, 42-65"

HYDROLOGIC GROUP:	Group C
SURFACE RUNOFF:	Slow to very slow
PERMEABILITY:	Rapid or very rapid
DEPTH TO BEDROCK:	Greater than 65 inches
HAZARD TO FLOODING:	None

INCLUSIONS

(Within Mapping Unit)

CONTRASTING: Naumburg, Colton



USE AND MANAGEMENT

Development: The limiting factor for building site development is wetness due to the presence of a high watertable for a portion of the year. Proper foundation drainage or site modification is recommended.

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8024

Turning Leaf Heights
Turning Leaf Drive
Windham, ME
Gateway Development, LLC

Naumburg
(Typic Endoaquods)

SETTING

PARENT MATERIAL:	Derived from outwash and deltaic sandy deposits.
LANDFORM:	Outwash plains, deltas, and terraces
POSITION IN LANDSCAPE:	Low depressions and plains
SLOPE GRADIENT RANGES:	(A) 0-3%

COMPOSITION AND SOIL CHARACTERISTICS

DRAINAGE CLASS: Poorly drained. Depth to seasonal high watertable ranges from 0.0 to 1.0 feet below the surface at some time from November to May.

TYPICAL PROFILE:

Surface Layer:	Dark Brown loamy sand, 0-7"
Subsurface Layer:	Reddish brown sand, 8-15"
Subsoil Layer:	Brown fine sand, 15-32"
Substratum:	Gray sand, 42-65"

HYDROLOGIC GROUP:	Group C
SURFACE RUNOFF:	Slow to very slow
PERMEABILITY:	Rapid or very rapid
DEPTH TO BEDROCK:	Greater than 65 inches
HAZARD TO FLOODING:	None

STATE OF MAINE
MARK J. HAMP ON
#216
CERTIFIED SOIL SCIENTIST

INCLUSIONS
(Within Mapping Unit)

CONTRASTING: Au Gres, Colton

USE AND MANAGEMENT

DEVELOPMENT: The limiting factor for building site development is wetness due to the presence of a high watertable for a portion of the year. Proper foundation drainage or site modification is recommended. Naumburg may be hydric and may be mapped as wetlands.

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SOIL PROFILE / CLASSIFICATION INFORMATION

SOIL SCIENTIST DESCRIPTION OF SOIL CONDITIONS AT PROJECT SITES

Project Name: Turning Leaf Heights | Applicant Name: Turning Leaf Development LLC | Project Location (municipality): Windham

Exploration Symbol # SS-1 ☐ Test Pit ☒ Boring ☐ Probe

0 " Organic horizon thickness Ground surface elev. _____

_____ " Depth: ☒ of exploration, or ☐ to refusal

Depth below mineral soil horizon (inches)

Horizon	Color	Texture	Structure	Consistence	Redox
A/E	Dark Brown	Loamy Sand	Grand	Very Friable	
Bhs	Red Brown	G. Sand	Weak Grand	Loose	
Bs	Brown	Sandy Gravel	Fine Grandu	Friable	
BC	Yellow Brown	Gravelly Sand	Single Grain	Loose	
					None Noted
C	Tan	Gravelly Sand	Single Grain	Loose	

Soil Details

Soil Series/Phase Name: Colton

Limiting Factor: >48 " Depth ☐ Groundwater ☐ Restrictive Layer ☐ Bedrock

Drainage Class: ☒ ED ☐ SED ☐ WD ☐ MWD ☐ SPD ☐ PD ☐ VPD

Slope: 2 Percent

Hydric Soil: ☒ No ☐ Yes

Hydrologic Soil Group

Exploration Symbol # SS-2 ☐ Test Pit ☒ Boring ☐ Probe

_____ " Organic horizon thickness Ground surface elev. _____

_____ " Depth: ☒ of exploration, or ☐ to refusal

Depth below mineral soil horizon (inches)

Horizon	Color	Texture	Structure	Consistence	Redox
A/E	Dark Brown	Loamy Sand	Grand	Very Friable	
Bhs	Red Brown	G. Sand	Weak Grand	Loose	
Bs	Brown	Sandy Gravel	Fine Grand	Loose	
BC	Yellow Brown	Gravelly Sand	Single Grain	Loose	
C	Tan	Gravelly Sand	Single Grain	Loose	None Noted

Soil Details

Soil Series/Phase Name: Colton

Limiting Factor: >48 " Depth ☐ Groundwater ☐ Restrictive Layer ☐ Bedrock

Drainage Class: ☒ ED ☐ SED ☐ WD ☐ MWD ☐ SPD ☐ PD ☐ VPD

Slope: 12 Percent

Hydric Soil: ☒ No ☐ Yes

Hydrologic Soil Group

Exploration Symbol # SS-4 ☐ Test Pit ☒ Boring ☐ Probe

_____ " Organic horizon thickness Ground surface elev. _____

_____ " Depth: ☒ of exploration, or ☐ to refusal

Depth below mineral soil horizon (inches)

Horizon	Color	Texture	Structure	Consistence	Redox
A/E	Dark Brown	Loamy Sand	Grand	Friable	
Bhs	Brown	G. Sand	Weak Grand	Friable	
Bs	Olive Brown	Sandy Gravel	Fine Grandu	Friable	
BC	Yellow Brown	Gravelly Sand	Single Grain	Loose	None Noted
C	Olive	Gravelly Sand	Single Grain	Loose	

Soil Details

Soil Series/Phase Name: Colton

Limiting Factor: >48 " Depth ☐ Groundwater ☐ Restrictive Layer ☐ Bedrock

Drainage Class: ☒ ED ☐ SED ☐ WD ☐ MWD ☐ SPD ☐ PD ☐ VPD

Slope: 2 Percent

Hydric Soil: ☒ No ☐ Yes

Hydrologic Soil Group

Exploration Symbol # SS-5 ☐ Test Pit ☒ Boring ☐ Probe

_____ " Organic horizon thickness Ground surface elev. _____

_____ " Depth: ☐ of exploration, or ☐ to refusal

Depth below mineral soil horizon (inches)

Horizon	Color	Texture	Structure	Consistence	Redox
A/E	Dark Brown	Loamy Sand	Grand	Friable	
Bhs	Red Brown	G. Sand	Grandul	Friable	
Bs	Brown	Sandy Gravel	Fine Grandul	Loose	
BC	Yellow Brown	Gravelly Sand	Single Grain	Loose	
C	Tan	Gravelly Sand	Single Grain	Loose	None Noted

Soil Details

Soil Series/Phase Name: Colton

Limiting Factor: >48 " Depth ☐ Groundwater ☐ Restrictive Layer ☐ Bedrock

Drainage Class: ☒ ED ☐ SED ☐ WD ☐ MWD ☐ SPD ☐ PD ☐ VPD

Slope: 10 Percent

Hydric Soil: ☒ No ☐ Yes

Hydrologic Soil Group

SOIL SCIENTIST INFORMATION AND SIGNATURE

Signature

Mark J. Hampton

Name Printed

08/15/2024

Date

216

SS License No.

STATE OF MAINE MARK J. HAMPTON #216 CERTIFIED SOIL SCIENTIST

affix professional seal

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SOIL PROFILE / CLASSIFICATION INFORMATION

SOIL SCIENTIST DESCRIPTION OF SOIL CONDITIONS AT PROJECT SITES

Project Name:	Applicant Name:	Project Location (municipality):
Turning Leaf Heights	Turning Leaf Development LLC	Windham

Exploration Symbol # SS-5 ☐ Test Pit ☒ Boring ☐ Probe

0 " Organic horizon thickness Ground surface elev. ____

____ " Depth: ☒ of exploration, or ☐ to refusal

Horizon	Color	Texture	Structure	Consistence	Redox
A/E	Dark Brown	Loamy Sand	Grand	Very Friable	
Bhs	Red Brown	G. Sand	Weak Grand	Loose	
Bs	Brown	Sandy Gravel	Fine Grandu	Friable	
BC	Yellow Brown	Gravelly Sand	Single Grain	Loose	
					None Noted
C	Tan	Gravelly Sand	Single Grain	Loose	

Depth below mineral soil horizon *(inches)*: 0, 10, 20, 30, 40, 50, 60

Soil Details

Soil Series/Phase Name: Colton

Limiting Factor: >48 " Depth ☐ Groundwater ☐ Restrictive Layer ☐ Bedrock

Drainage Class: ☒ ED ☐ SED ☐ WD ☐ MWD ☐ SPD ☐ PD ☐ VPD

Slope: 2 Percent

Hydric Soil: ☒ No ☐ Yes

Hydrologic Soil Group:

Exploration Symbol # SS-6 ☐ Test Pit ☒ Boring ☐ Probe

____ " Organic horizon thickness Ground surface elev. ____

____ " Depth: ☒ of exploration, or ☐ to refusal

Horizon	Color	Texture	Structure	Consistence	Redox
A/E	Dark Brown	Loamy Sand	Grand	Very Friable	
Bhs	Red Brown	G. Sand	Weak Grand	Loose	
Bs	Brown	Sandy Gravel	Fine Grand	Loose	
BC	Yellow Brown	Gravelly Sand	Single Grain	Loose	
C	Tan	Gravelly Sand	Single Grain	Loose	None Noted

Depth below mineral soil horizon *(inches)*: 0, 10, 20, 30, 40, 50, 60

Soil Details

Soil Series/Phase Name: Colton

Limiting Factor: >48 " Depth ☐ Groundwater ☐ Restrictive Layer ☐ Bedrock

Drainage Class: ☒ ED ☐ SED ☐ WD ☐ MWD ☐ SPD ☐ PD ☐ VPD

Slope: 18 Percent

Hydric Soil: ☒ No ☐ Yes

Hydrologic Soil Group:

Exploration Symbol # SS-7 ☐ Test Pit ☒ Boring ☐ Probe

____ " Organic horizon thickness Ground surface elev. ____

____ " Depth: ☒ of exploration, or ☐ to refusal

Horizon	Color	Texture	Structure	Consistence	Redox
O/E	Black	Loamy Sand	Grand	Friable	
Bhs	Gray	Loamy Sand	Weak Grand	Friable	Common and Distinct
Bs	Olive Brown	Sand	Fine Grandu	Loose	
BC	Gray Brown	Sand	Single Grain	Loose	
Cg	Olive	Sand	Single Grain	Loose	

Depth below mineral soil horizon *(inches)*: 0, 10, 20, 30, 40, 50, 60

Soil Details

Soil Series/Phase Name: Naumburg

Limiting Factor: 6 " Depth ☒ Groundwater ☐ Restrictive Layer ☐ Bedrock

Drainage Class: ☐ ED ☐ SED ☐ WD ☐ MWD ☐ SPD ☒ PD ☐ VPD

Slope: 2 Percent

Hydric Soil: ☐ No ☒ Yes

Hydrologic Soil Group:

Exploration Symbol # SS-8 ☐ Test Pit ☒ Boring ☐ Probe

____ " Organic horizon thickness Ground surface elev. ____

____ " Depth: ☐ of exploration, or ☐ to refusal

Horizon	Color	Texture	Structure	Consistence	Redox
O/E	Dark Brown	Loamy Sand	Grand	Friable	
Bhs	Brown	Sand	Grandul	Friable	
Bs1	Gray	Sand	Fine Grandul	Loose	Common and Distinct
BC	Brown	Sand	Single Grain	Loose	
C	Tan	Sand	Single Grain	Loose	

Depth below mineral soil horizon *(inches)*: 0, 10, 20, 30, 40, 50, 60

Soil Details

Soil Series/Phase Name: Au Gres

Limiting Factor: 10 " Depth ☒ Groundwater ☐ Restrictive Layer ☐ Bedrock

Drainage Class: ☐ ED ☐ SED ☐ WD ☐ MWD ☐ SPD ☒ PD ☐ VPD

Slope: 2 Percent

Hydric Soil: ☒ No ☐ Yes

Hydrologic Soil Group:

SOIL SCIENTIST INFORMATION AND SIGNATURE

Signature

08/15/2024
Date

Mark J. Hampton
Name Printed

216
SS License No.

STATE OF MAINE
MARK J. HAMPTON #216
CERTIFIED SOIL SCIENTIST
affix professional seal

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SOIL PROFILE / CLASSIFICATION INFORMATION

SOIL SCIENTIST DESCRIPTION OF SOIL CONDITIONS AT PROJECT SITES

Project Name:	Applicant Name:	Project Location (municipality):
Turning Leaf Heights	Turning Leaf Development LLC	Windham

Exploration Symbol # SS-9 ☐ Test Pit ☒ Boring ☐ Probe

0 " Organic horizon thickness Ground surface elev. _____

_____ " Depth: ☒ of exploration, or ☐ to refusal

Horizon	Color	Texture	Structure	Consistence	Redox
O/E	Dark Brown	Loamy Sand	Grand	Very Friable	
Bhs	Brown	Sand	Weak Grand	Loose	
Bs1	Gray	Gravel	Fine Grandu	Friable	Common and Distinct
BC	Brown	Sand	Single Grain	Loose	
C	Tan	Sand	Single Grain	Loose	

Depth below mineral soil horizon *(inches)*: 0, 10, 20, 30, 40, 50, 60

Soil Details

Soil Series/Phase Name: Au Gres

Limiting Factor: 13 " Depth ☒ Groundwater ☐ Restrictive Layer ☐ Bedrock

Drainage Class: ☐ ED ☐ SED ☐ WD ☐ MWD ☒ SPD ☐ PD ☐ VPD

Slope: 6 Percent

Hydric Soil: ☒ No ☐ Yes

Hydrologic Soil Group:

Exploration Symbol # _____ ☐ Test Pit ☐ Boring ☐ Probe

_____ " Organic horizon thickness Ground surface elev. _____

_____ " Depth: ☐ of exploration, or ☐ to refusal

Horizon	Color	Texture	Structure	Consistence	Redox

Depth below mineral soil horizon *(inches)*: 0, 10, 20, 30, 40, 50, 60

Soil Details

Soil Series/Phase Name:

Limiting Factor: _____ " Depth ☐ Groundwater ☐ Restrictive Layer ☐ Bedrock

Drainage Class: ☐ ED ☐ SED ☐ WD ☐ MWD ☐ SPD ☐ PD ☐ VPD

Slope: Percent

Hydric Soil: ☐ No ☐ Yes

Hydrologic Soil Group:

Exploration Symbol # _____ ☐ Test Pit ☐ Boring ☐ Probe

_____ " Organic horizon thickness Ground surface elev. _____

_____ " Depth: ☐ of exploration, or ☐ to refusal

Horizon	Color	Texture	Structure	Consistence	Redox

Depth below mineral soil horizon *(inches)*: 0, 10, 20, 30, 40, 50, 60

Soil Details

Soil Series/Phase Name:

Limiting Factor: _____ " Depth ☐ Groundwater ☐ Restrictive Layer ☐ Bedrock

Drainage Class: ☐ ED ☐ SED ☐ WD ☐ MWD ☐ SPD ☐ PD ☐ VPD

Slope: Percent

Hydric Soil: ☐ No ☐ Yes

Hydrologic Soil Group:

Exploration Symbol # _____ ☐ Test Pit ☐ Boring ☐ Probe

_____ " Organic horizon thickness Ground surface elev. _____

_____ " Depth: ☐ of exploration, or ☐ to refusal

Horizon	Color	Texture	Structure	Consistence	Redox

Depth below mineral soil horizon *(inches)*: 0, 10, 20, 30, 40, 50, 60

Soil Details

Soil Series/Phase Name:

Limiting Factor: _____ " Depth ☐ Groundwater ☐ Restrictive Layer ☐ Bedrock

Drainage Class: ☐ ED ☐ SED ☐ WD ☐ MWD ☐ SPD ☐ PD ☐ VPD

Slope: Percent

Hydric Soil: ☐ No ☐ Yes

Hydrologic Soil Group:

SOIL SCIENTIST INFORMATION AND SIGNATURE

Signature

08/15/2024
Date

Mark J. Hampton
Name Printed

216
SS License No.

STATE OF MAINE
MARK J. HAMPTON
#216
CERTIFIED SOIL SCIENTIST
affix professional seal

To: Dustin Roma
DM Roma Consulting Engineers
PO Box 1116
Windham, ME 04062

Date: December 18, 2024

From: Alexander A. Finamore, CWS, LSE
Mainely Soils, LLC

Re: Turning Leaf Heights, Windham, ME – Wetland Delineation and Vernal Pool Survey Memorandum

---

At the request of DM Roma Consulting Engineers (the "Client"), Mainely Soils conducted on-site wetland and waterbody delineations and vernal pool surveys on a parcel, approximately 11 acres in size located at the terminus of Turning Leaf Drive in Windham, Maine. These field investigations were performed to provide baseline environmental data to inform the client of potential development/use of the site. The natural resources assessments described in this memorandum were completed in April and May, 2024. In addition to describing the identified resources this report describes the existing conditions within the study area, and the methodologies employed for the assessments.

PROJECT DESCRIPTION

The project site is located within the Commercial 1 District along the Route 302 corridor in the Town of Windham. The site is currently a vacant lot consisting of forested uplands and wetlands. Surrounding land use of the site is commercial with Ditch Brook located along the eastern border. Access to the site is currently from Turning Leaf Drive and Drive In Lane to the west. In total, the wetland and waterbody delineation and vernal pool survey area encompassed approximately 11 acres, identified by the Town of Windham as Tax Map 14, Lot 9B.

SITE DESCRIPTION

The Study Area occurs in the Sebago-Ossipee Hills & Plains biophysical region of Maine (Schlawin & Cutko, 2014). The Sebago-Ossipee Hills & Plains biophysical region is characterized by variable topography, ranging from plains to low hills of low relief along the Atlantic coast. Interior areas are high hills to semi-mountainous, parts of which were glaciated. Vegetation is characterized by tall, cold-deciduous broadleaf forests that have a high proportion of mesophytic species. Bedrock geology is varied and complex, consisting of sedimentary, igneous, and metamorphic rocks. Forest vegetation includes oak-hickory, white-red-jack pine, maple-beech-birch, and aspen-birch cover types. The survey area is located within the Presumpscot River watershed (Hydrologic Unit Classification (HUC) 8 identification 01060001).

The Natural Resource Conservation Service soil survey mapping identifies native soils at the site as being formed in glaciofluvial materials on outwash terraces, outwash plains, outwash deltas, kames, kame terraces, and eskers (Hinckley series). (Web Soil Survey, 2024).

Study Methodology

Mainely Soils conducted wetland delineation field work within the survey area on April 23 and May 3 of 2024. The boundary of wetlands were delineated in accordance with the Army Corps of Engineers 1987 Wetland Delineation Manual (1987 Manual) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region (Version 2.0) (Regional Supplement, 2012). All wetland delineations were conducted using the Routine Determination Methods, which requires that a wetland contain a dominance of hydrophytic vegetation, hydric soils, and evidence of hydrology in order to be considered a wetland. Wetland boundaries were located and recorded in the field using a Trimble® GPS unit capable of sub meter accuracy, post processed, and transferred and incorporated onto project mapping.

field notes were taken to record the classification of each wetland in accordance with the Classification of Wetlands and Deepwater Habitats of the United States, general site characteristics, unique qualities observed during the site assessment, and other considerations relevant to investigation findings and the future completion of a wetlands functions and values assessment in accordance with the Highway Methodology Workbook: Supplement. Representative photographs of each wetland were taken, field sketches were labeled of the wetland boundary on an aerial photograph-based map, and notes were recorded on the flagging sequence for each wetland.

Mainely Soils also surveyed the site for streams, in accordance with the State of Maine Natural Resources Protection Act stream criteria and definitions. Ditch Brook formed the eastern border of the site..

Vernal pools are small (usually less than one acre), seasonal wetlands that lack perennial inlet or outlet streams and have no permanent fish populations (Calhoun and deMaynadier 2004). Vernal pools are valuable wetland wildlife habitat because of their potentially high biological productivity and use as breeding habitat by specialized animal communities. The characteristics of vernal pools including size, duration of flooding, substrate type and vegetative community are directly affected by a variety of factors such as landscape setting, surficial geology, soil type, and surrounding vegetation (Maine Audubon Society 1999).

Chapter 335 of DEP Rules – Significant Wildlife Habitat defines a vernal pool as follows:

"A vernal pool, also referred to as a seasonal forest pool, is a natural, temporary to semi-permanent body of water occurring in a shallow depression that typically fills during the spring or fall and may dry during the summer. Vernal pools have no permanent inlet or outlet and no viable populations of predatory fish. A vernal pool may provide the primary breeding habitat for wood frogs (Rana sylvatica), spotted salamanders (Ambystoma maculatum), blue-spotted salamanders (Ambystoma laterale), and fairy shrimp (Eubranchipus sp.), as well as valuable habitat for other plants and wildlife, including several rare, threatened, and endangered species. A vernal pool intentionally created for the purposes of compensatory mitigation is included in this definition."

"Optimal times for counting egg masses of pool-breeding amphibians vary according to geographic location and weather. For instance, during cold springs, breeding can begin as much as 2 weeks later than it does in warm, wet springs. The optimal time to count masses is just past the peak breeding period. For wood frogs, this occurs approximately 2 weeks after they start full choruses. Wood frog egg masses hatch very quickly and are difficult to count much past peak breeding. Salamanders have a more extended breeding period and their eggs do not hatch as quickly as those of wood frogs. Therefore, surveys to count salamander egg masses should be conducted slightly later in the breeding season, generally 2-3 weeks following wood frog egg mass counts. The following are rough guidelines for optimal times for counting egg masses:"

Geographic Region	Wood Frogs	Spotted & Blue Spotted Salamanders
Northern Maine	May 5- May 20	June 5
Central Maine	April 5 – May 10	May 5 – May 25
Southern Maine	April 10 – April 25	April 20 – May 10

Vernal pool surveys were conducted at the subject site on May 6th and May 12th, 2019. Mainely Soils identified pooled areas containing water and exhibiting other physical characteristics typically associated with vernal pools. Specifically,

Mainely Soils evaluated the contour of the pool bottom and sides, the current depth of water in the pool, the substrate of the pool bottom, and the presence of an inlet or outlet in the form of a perennial stream. When a vernal pool depression is found, a standard field survey data form was completed to document the location and general surroundings and the pool was photographed. In addition, survey points were taken using a global positioning system (GPS) unit (Trimble GeoXT) to delineate the pool boundary.

Mainely Soils relied on two primary criteria: (1) direct evidence of amphibian breeding activity; and (2) evidence of seasonal flooding and drying within a topographic depression not connected to a river, stream or brook. Direct evidence of amphibian breeding activity included the observation of breeding adults, egg masses, and larvae of the following amphibian species: wood frog, spotted salamander, blue-spotted salamander, and four-toed salamander. Other evidence of vernal pool habitat may include the presence of fairy shrimp in the water column. Evidence of seasonal flooding and drying included the observation of water marks on trees, shrubs and boulders, water stained leaves with silt deposits, and buttressed tree trunks and exposed roots.

Confirmation of amphibian breeding included the presence of individual adults in the pool taking part in courtship activities, egg masses, wood frog tadpoles, or Ambystomid salamander larvae. Once it would be determined that an area was functioning as a vernal pool, further assessment was conducted to determine if it was significant (per state regulations). Criteria for identifying an SVP include:

- Species abundance (number of egg masses);
  - Blue spotted salamanders - Presence of 10 or more egg masses
  - Spotted salamanders - Presence of 20 or more egg masses
  - Wood frogs - Presence of 40 or more egg masses
- Presence of fairy shrimp (presence in any life stage); or
- Use of the pool by one or more state-listed endangered or threatened species that commonly require a vernal pool to complete a critical life stage.

If any one of these criteria were met, the pool was considered significant.

Study Results

Using the methodologies described above, a wetland delineation was performed on May 3, 2024. A description of the identified resources follows. Supporting attachments include Representative Photographs (Attachment 1). Wetland Delineation Data Forms can be provided upon request.

Wetlands at the project site consisted of two distinct features. Wetland A was located within a forested setting within the floodplain of Ditch Brook along the eastern extent of the site and drained in a southerly direction. Wetland A was characterized as a seasonally saturated palustrine forested floodplain wetland (PFO1E) dominated by deciduous trees. Wetland vegetation in this area was dominated by red maple (*Acer rubrum*), witch hazel (*Hamamelis virginiana*), highbush blueberry (*Vaccinium corymbosum*), cinnamon fern (*Osmunda cinnamomea*), sensitive fern (*Onoclea sensibilis*), and common horsetail (*Equisetum arvense*). Soils within this wetland consisted of a thin dark muck over a depleted sand substratum meeting the definition of hydric soil criteria A11: Depleted Below Dark Surface. Evidence of wetland hydrology included small pockets of standing water, water stained leaves, and saturation to the soil surface at the time of field investigations.

Wetland B was an isolated feature located in the north east extent of the site. Only the southern portion of this wetland was located within the Study Parcel. This wetland was a seasonally flooded palustrine forested/scrub-shrub deciduous wetland (PFO/PSS1B). Dominant vegetation included red maple, highbush blueberry, winterberry (*Ilex verticillata*), maleberry (*Lyonia ligustrina*), goldthread (*Coptis trifolia*), fringed sedge (*Carex crinita*), cinnamon fern, and sensitive fern. Soils within this wetland consisted of a thin dark muck over a depleted sand substratum meeting the definition of hydric soil criteria A11: Depleted Below Dark Surface. Evidence of wetland hydrology included small pockets of standing water, water stained leaves, and saturation to the soil surface at the time of field investigations.

Ditch Brook was located along the eastern extent of the site and flowed in a southerly direction, Ditch Brook was approximately 35 feet wide, contained 18 inches of flowing water, and had a cobble gravel substrate.

Overall, vernal pools are classified into one of four categories: (1) MDEP SVPs, as discussed above; (2) U.S. Army Corps of Engineers (ACOE) significant (manmade) vernal pools, including manmade or other manipulated features that met the state criteria for amphibian egg mass counts; (3) ACOE non-significant (natural or manmade) vernal pools, including both natural and manmade features that did not meet fhe state criteria for amphibian egg mass counts; and (4) non-jurisdictional features which includes all other areas where amphibian breeding was documented but did not meet the state criteria for egg mass counts or the state and federal definitions of a vernal pool.

One vernal pool was identified within Wetland B which straddled the property line. Therefore only that portion of the pool that was on the subject parcel was surveyed (See Attachment 2 - Maine State Vernal Pool Assessment Form) . Approximately 10 wood frog tadpoles were observed on the May 3rd visit. Evidence of spotted salamander use included the observation of six spotted salamander egg masses scattered throughout the observable area onsite of the pool on April 23 and May 3 attached to submerged woody debris. The pool contained up to 3 feet of standing water within a kettle hole depression. The pool extended offsite to the north and this portion was not surveyed. Therefore the pool was characterized as a straddle pool with an insufficient abundance of species surveyed to characterize it as an SVP.

Summary

The information contained in this memorandum was collected in order to provide detailed, on-site information regarding wetland and waterbody resources. This information is intended to be used for project planning purposes and to support permitting needs. Two wetlands were delineated on the site and were identified as Wetlands A and B. The wetland features were located within sandy glacial outwash soils in depressional features. The wetlands generally exhibited seasonally saturated/flooded hydroperiods, and provided groundwater discharge, floodflow alteration, wildlife habitat, and stormwater/water quality maintenance functions. One vernal pool was observed, but was only partially located onsite and did not meet the abundance criteria to be a MDEP SVP. One perennial stream (Ditch Brook) was observed.

Wetlands are regulated by the U.S. Army Corps of Engineers under the federal Clean Water Act, and by the Maine Department of Environmental Protection under the Maine Natural Resources Protection Act (NRPA). The State of Maine further differentiates wetlands under NRPA by regulating certain wetlands as “wetlands of special significance” (WOSS). Wetlands within 25 feet of Ditch Brook may be considered a WOSS. Additionally, land within 250 feet of Wetland B may have development restrictions as defined by the MDEP . Impacts to wetlands resulting from proposed project development require that permits first be obtained from the MDEP and the USACE before proceeding with construction, and where applicable, municipal governing bodies. Consultation with these agencies early in the project design process is encouraged.

Wetlands within the survey area may be further regulated under municipal ordinances, such as Shoreland Zone, Site Plan Review, or other local ordinances.

References:

Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe.1979. Classification of Wetlands and Deepwater Habitat in the United States. U.S. Fish and Wildlife Service. FWS/OBD-79/31 103pp.

Environmental Laboratory. 1987. Corps of Engineers Wetlands Delineation Manual. Technical Report Y-87, U.S. Army Engineer Waterways Experiment Station, Vicksburg, MS.

U.S. Army Corps of Engineers (USACE). 2012. Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region. ERDC/EL TR-12-01. Vicksburg, MS: U.S. Army Engineer Research and Development Center.

Schlawin, J. Cutko, A. Maine Natural Areas Program. 2014. A Conservation Vision for Maine Using Ecological Systems.

Web Soil Survey. 2025. U.S. Department of Agriculture – Natural Resources Conservation Service. http://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm

Attachments:

1. Representative Site Photographs
2. Maine State Vernal Pool Assessment Form

Attachment 1

Representative Site Photographs



Photo 1: View looking North at Wetland A from flag 1



Photo 2: View looking north at Wetland A from flag 5



Photo 3: View looking downstream at Ditch Brook



Photo 4: View looking upstream at Ditch Brook



Photo 5: View looking southeasterly at Wetland B – Vernal Pool 1



Photo 6: View looking northwesterly at Wetland B – Vernal Pool 1



Photo 7: Typical upland view



Photo 8: Spotted Salamander egg mass within Vernal Pool 1

SECTION 18

WATER SUPPLY FOR DOMESTIC AND FIRE PROTECTION USE

Section 18 – Water Supply for Domestic and Fire Protection Use

The project plans have been reviewed and approved by the Portland Water District. A copy of the Ability to Serve Approval Letter has been attached to this section. The sprinkler designs for the buildings will be completed and submitted to the Town with the building permits.

Portland Water District
FROM SEBAGO LAKE TO CASCO BAY

February 7, 2025

Jayson R. Haskell, P.E.
DM Roma

Re: Turning Leaf Drive, WI
Ability to Serve with PWD Water and Wastewater

Dear Mr. Haskell:

The Portland Water District has received your request for an Ability to Serve Determination for the noted site submitted on July 5, 2022. Based on the information provided per plans dated January 22, 2025, we can confirm that the District will be able to serve the proposed project as further described in this letter. **Please note that this letter constitutes approval of the water and wastewater systems as currently designed and is valid for eighteen (18) months after the date of issue. Any changes affecting the approved water and wastewater systems will require further review and approval by PWD.**

Conditions of Service

The following conditions of service apply:

- A new 8-inch ductile iron water main extension is required within Turning Leaf Drive, from the end of the previously installed water main to a point equivalent to the end of the first phase of development within Turning Leaf Drive.
- A sewer main extension is required within Turning Leaf Drive to provide sewer service to the proposed development. Connection of the proposed sewer main to the future collection system in River Road shall be done under a separate project requiring separate approvals.
- The Portland Water District does not have record of any other existing infrastructure in public roads and recommends a survey and test pitting be performed by the development team prior to construction. Any conflicts that arise during construction are at the risk of the developer and may result in job shutdown until new plans are submitted by the developer and reviewed and approved by PWD.

Prior to construction, the owner or contractor will need to complete a Main Extension Initiation form and pay all necessary fees.

225 DOUGLASS STREET P.O. BOX 3553 PORTLAND, MAINE 04104-3553
PHONE: 207.774.5961 FAX: 207.761.8307 WEB: WWW.PWD.ORG

Existing Site Service

According to District records, the project site does not currently have existing water service.

Water System Characteristics

According to District records, there is an 8-inch diameter ductile iron water main in Turning Leaf Drive and a public fire hydrant located adjacent to the site. The estimated static pressure in the area is 80 psi.

Public Fire Protection

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

Domestic Water Needs

The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of your proposed project. Based on the high water pressure in this area, we recommend that you consider the installation of pressure reducing devices that comply with state plumbing codes.

Private Fire Protection Water Needs

You have indicated that this project will not require water service to provide private fire protection to the site.

Should you disagree with this determination, you may request a review by the District's Internal Review Team. Your request for review must be in writing and state the reason for your disagreement with the determination. The request must be sent to MEANS@PWD.org or mailed to 225 Douglass Street, Portland Maine, 04104 c/o MEANS. The Internal Review Team will undertake review as requested within 2 weeks of receipt of a request for review.

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

Sincerely,
Portland Water District



Robert A. Bartels, P.E.
Senior Project Engineer

SECTION 19

PROVISIONS FOR WASTEWATER DISPOSAL

Section 19 – Provisions for Wastewater Disposal

The project will connect to the Town's public wastewater disposal collection system. Based on a review of the historical wastewater flow from a similar facility, we anticipate that the average wastewater generation for each unit will be approximately 22 gallons per day per dwelling unit, which would equate to a project total of approximately 3,000 gallons per day. The actual amount of wastewater generated by the project could be significantly higher or lower depending on a multitude of factors. For comparison, the Maine DHHS Wastewater Disposal Rules suggests a design flow of 120 to 180 gallons per day for a 1-bedroom or 2-bedroom dwelling unit, respectively.

SECTION 20

PROJECT COST ESTIMATE AND FINANCIAL CAPACITY

Section 20 – Project Cost Estimate and Financial Capacity

The project sitework costs are estimated to be the following:

1.	Site Preparation	$280,000
2.	Aggregates for Roads, Walks & Parking	$300,000
3.	Bituminous Pavement	$220,000
4.	Curbing and Sidewalks	$120,000
5.	Electrical Conduit and Risers	$140,000
6.	Stormwater BMPs	$120,000
7.	Storm Drain Collection	$100,000
8.	Water main and services	$165,000
9.	Wastewater collection & pump	$150,000
10.	Site Lighting	$90,000
11.	Building Foundations & Excavation	$800,000
12.	Landscaping & Lawns	$200,000
	Total Sitework Estimate:	$2,685,000

The 128-units of building cost is estimated at $15,000,000.

The applicant previously purchased the land so there is no additional land acquisition cost.

Enclosed is a letter from Maine Community Bank indicating that the applicant has the financial capacity to complete the project.

MAINE COMMUNITY BANK

October 8, 2024

Gateway Development, LLC
4 Commons Ave, Suite 12
Windham, ME 04062

To Whom It May Concern,

Blaine Rich of Gateway Development, LLC currently has a well-established relationship with Maine Community Bank and has sufficient financial capacity to undertake the development of the proposed project depicted on the Site & Subdivision Plan for Turning Leaf Heights.

Should you need additional information, please do not hesitate to contact me directly.

Sincerely,

Lisa Hughes

Lisa Hughes
Vice President
(207) 571-5620
lhughes@mainecb.com

SECTION 21

SITE VICINITY MAP – USGS QUADRANGLE



VICINITY MAP

TURNING LEAF DRIVE
WINDHAM, MAINE

FOR:
GATEWAY DEVELOPMENT, LLC

SCALE: 1"=2000'
DATE: 6-5-2023
JOB NUMBER: 20013

DM ROMA
CONSULTING ENGINEERS
PO BOX 1116
WINDHAM, ME 04062
(207) 310 - 0506

SECTION 22

BUILDING ARCHITECTURAL PLANS



02-South Elevation
Scale: 1/8" = 1'-0"



01-East Elevation
Scale: 1/8" = 1'-0"

NO.	DATE	DESCRIPTION
00	00/00/00	BLANK

REVISIONS

CUSTOM CONCEPTS, INC.
• ARCHITECTURE •
383 U.S. ROUTE 1, SUITE 1a - SCARBOROUGH, MAINE 04074
Phone: (207) 883-0063 WWW.CUSTOMCONCEPTSINC.COM

Preliminary Design ☐ | Design Development ☐ | Contract Documents ☐ | FOR PERMITS, BIDS, AND CONSTRUCTION ☐

CLIENT REVIEW ONLY - NOT FOR CONSTRUCTION ☐ | CLIENT REVIEW AND COST ESTIMATING ☑

PROJECT: TURNING LEAF HEIGHTS
DRAWING TITLE: BUILDING ELEVATIONS
OWNER APPROVAL:

JOB NUMBER: 2024-30
DRAWN BY: –
SCALE: 1/8" = 1'-0"

DATE: DEC. 22, 2025

A2.0



04-North Elevation
Scale: 1/8" = 1'-0"



03-West Elevation
Scale: 1/8" = 1'-0"

NO.	DATE	DESCRIPTION
01	08/03/23	PARTIAL BID SET

REVISIONS

CUSTOM CONCEPTS, INC.
• ARCHITECTURE •
383 U.S. ROUTE 1, SUITE 1a - SCARBOROUGH, MAINE 04074
Phone: (207) 883-0063 WWW.CUSTOMCONCEPTSINC.COM

PROJECT: TURNING LEAF HEIGHTS
DRAWING TITLE: BUILDING ELEVATIONS
OWNER APPROVAL:

JOB NUMBER: 2024-30
DRAWN BY: –
SCALE: 1/8" = 1'-0"

☐ Preliminary Not for Construction
☐ CLIENT REVIEW ONLY, NOT FOR CONSTRUCTION
☑ Design Development
☐ CLIENT REVIEW AND COST ESTIMATING
☐ Contract Documents
☐ FOR PERMITS, BIDS, AND CONSTRUCTION

DATE: DEC. 22, 2025

A2.1

GRAPHIC LEGEND

- New Wall
- "Terra Turf" Flooring
- Stone Pavers

E.O.S. -EDGE OF STUD
E.O.C. -EDGE OF CONCRETE BLOCK
℄ -CENTERLINE OF STUD
E.O.F. -EDGE OF FOUNDATION

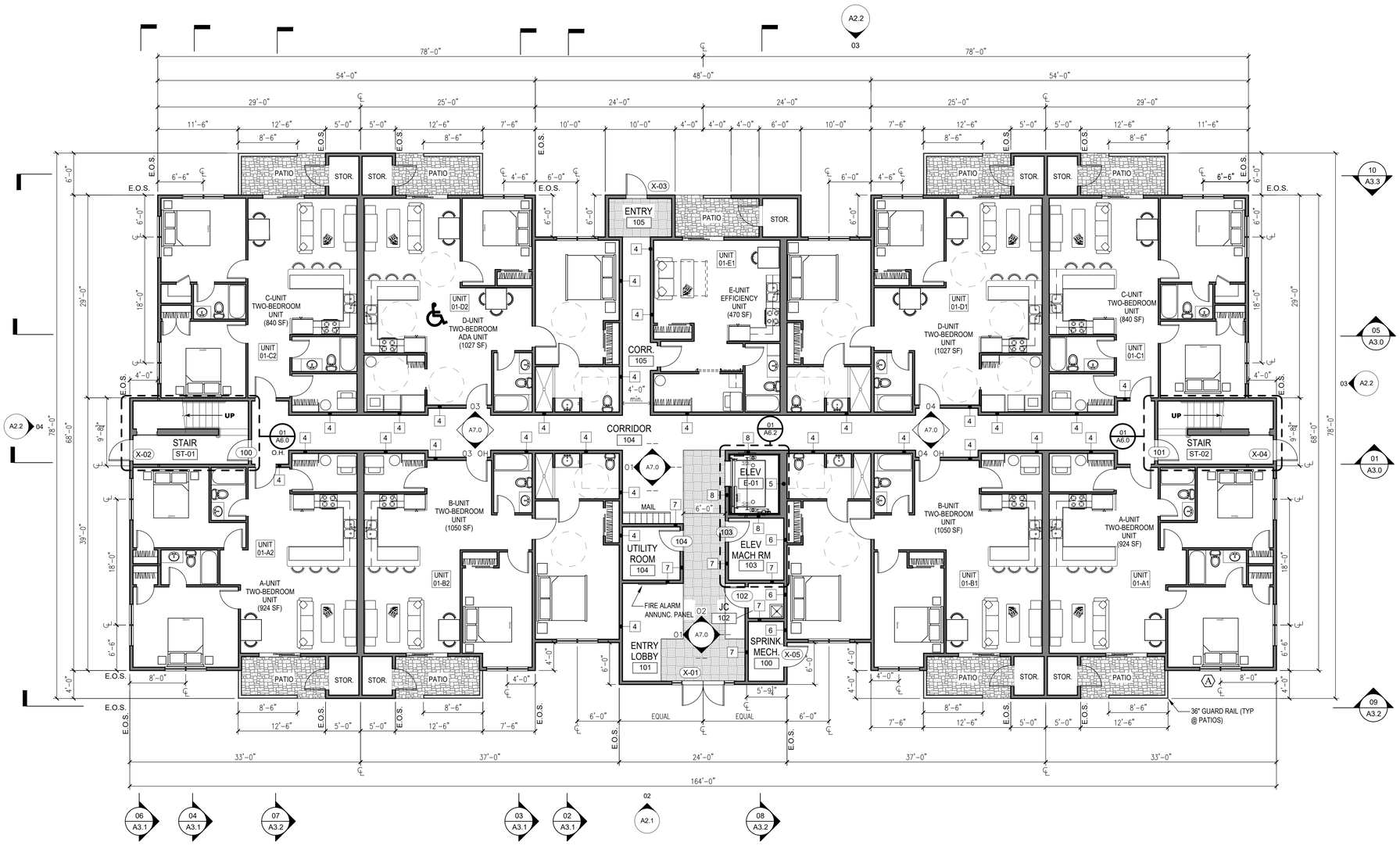
GENERAL SHEET NOTES

1. FURNITURE, FIXTURES, APPLIANCES BY OWNER INSTALLED BY GC
2. ALL CABINETRY LAYOUT AND SPECS BY OTHERS
3. WINDOW SUPPLIER TO VERIFY CODE COMPLIANCE WITH ALL WINDOW PRODUCTS
4. MEP LAYOUT AND SPECS BY OTHERS
5. FINAL INTERIOR MATERIAL SELECTIONS BY OWNER/CONTRACTOR, COORDINATE WITH FLAME SPREAD AND RATING REQUIREMENTS SPECIFIED ON SHEETS G2 AND G3
6. ALL WINDOWS ARE TYPE A: SEE SHEET A9.1 FOR WINDOW SCHEDULE
7. GC: COORDINATE PORCH AND PATIO WALL SCONCES WITH ELECTRICIAN AND OWNER

SHEET NOTES

(01) BLANK

(02) BLANK



1st Floor Plan
Scale: 1/8" = 1'-0"

NO.	DATE	DESCRIPTION
		REVISIONS

CUSTOM CONCEPTS, INC.
• ARCHITECTURE •
383 U.S. ROUTE 1, SUITE 1a, SCARBOROUGH, MAINE 04074
Phone: (207) 883-0083 WWW.CUSTOMCONCEPTSINC.COM

PROJECT: TURNING LEAF HEIGHTS
DRAWING TITLE: FLOOR PLANS
OWNER APPROVAL:

JOB NUMBER: 2024-30
DRAWN BY: –
SCALE: 1/8" = 1'-0"

Contract Documents
Design Development
Preliminary Pricing
FOR PERMITS, BIDS, AND CONSTRUCTION
CLIENT REVIEW AND COST ESTIMATING
CLIENT REVIEW ONLY - NOT FOR CONSTRUCTION

DATE: DEC. 22, 2025

A1.1

GRAPHIC LEGEND

- New Wall

E.O.S. -EDGE OF STUD
E.O.C. -EDGE OF CONCRETE BLOCK
℄ -CENTERLINE OF STUD
E.O.F. -EDGE OF FOUNDATION

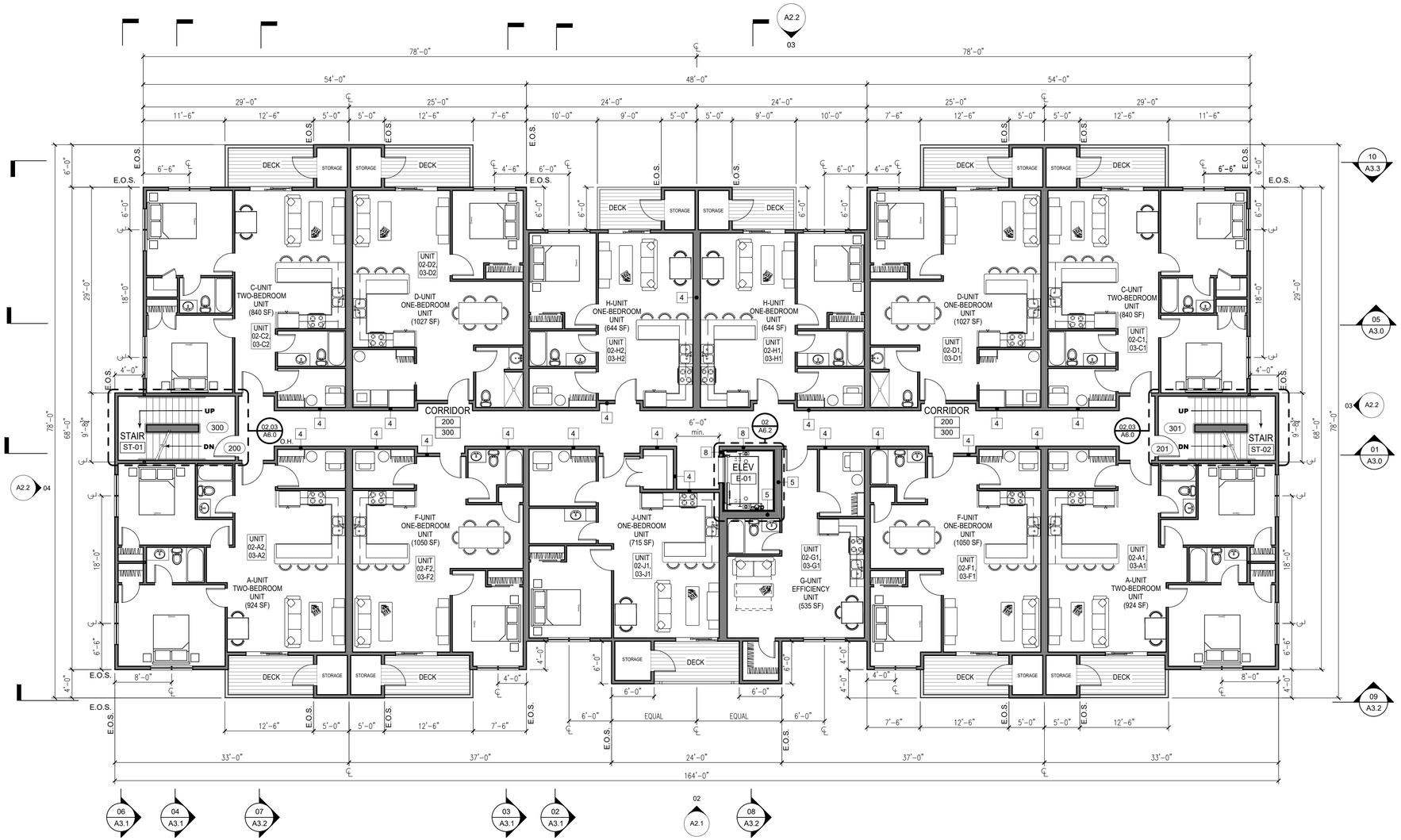
GENERAL SHEET NOTES

1. FURNITURE, FIXTURES, APPLIANCES BY OWNER INSTALLED BY GC
2. ALL CABINETRY LAYOUT AND SPECS BY OTHERS
3. WINDOW SUPPLIER TO VERIFY CODE COMPLIANCE WITH ALL WINDOW PRODUCTS
4. MEP LAYOUT AND SPECS BY OTHERS
5. FINAL INTERIOR MATERIAL SELECTIONS BY OWNER/CONTRACTOR, COORDINATE WITH FLAME SPREAD AND RATING REQUIREMENTS SPECIFIED ON SHEETS G2 AND G3
6. ALL WINDOWS ARE TYPE A: SEE SHEET A9.1 FOR WINDOW SCHEDULE
7. GC: COORDINATE PORCH AND PATIO WALL SCONCES WITH ELECTRICIAN AND OWNER

SHEET NOTES

01 BLANK

02 BLANK



Second Floor Plan
Scale: 1/8" = 1'-0"

NO.	DATE	DESCRIPTION
		REVISIONS

CUSTOM CONCEPTS, INC.
• ARCHITECTURE •
383 U.S. ROUTE 1, SUITE 1a, SCARBOROUGH, MAINE 04074
Phone (207) 883-0083 WWW.CUSTOMCONCEPTSINC.COM

Contract Documents
Design Development
Preliminary Design
FOR PERMITS, BIDS, AND CONSTRUCTION
CLIENT REVIEW AND COST ESTIMATING
CLIENT REVIEW ONLY - NOT FOR CONSTRUCTION

PROJECT: TURNING LEAF HEIGHTS
DRAWING TITLE: FLOOR PLANS
OWNER APPROVAL:
JOB NUMBER: 2024-30
DRAWN BY: –
SCALE: 1/8" = 1'-0"

DATE: DEC. 22, 2025

A1.2

GRAPHIC LEGEND

- New Wall

E.O.S. -EDGE OF STUD
E.O.C. -EDGE OF CONCRETE BLOCK
℄ -CENTERLINE OF STUD
E.O.F. -EDGE OF FOUNDATION

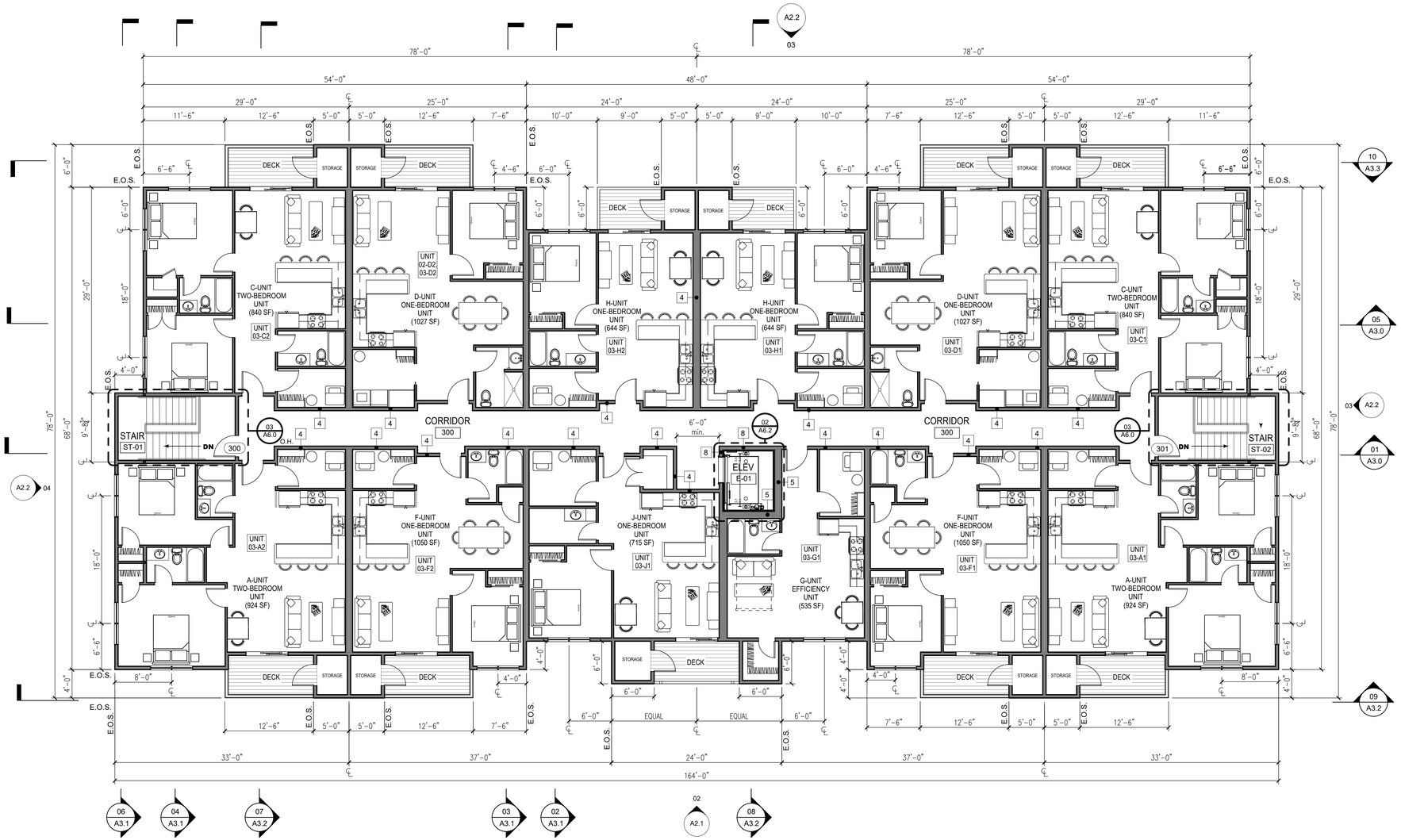
GENERAL SHEET NOTES

1. FURNITURE, FIXTURES, APPLIANCES BY OWNER INSTALLED BY GC
2. ALL CABINETRY LAYOUT AND SPECS BY OTHERS
3. WINDOW SUPPLIER TO VERIFY CODE COMPLIANCE WITH ALL WINDOW PRODUCTS
4. MEP LAYOUT AND SPECS BY OTHERS
5. FINAL INTERIOR MATERIAL SELECTIONS BY OWNER/CONTRACTOR, COORDINATE WITH FLAME SPREAD AND RATING REQUIREMENTS SPECIFIED ON SHEETS G2 AND G3
6. ALL WINDOWS ARE TYPE A: SEE SHEET A9.1 FOR WINDOW SCHEDULE
7. GC: COORDINATE PORCH AND PATIO WALL SCONCES WITH ELECTRICIAN AND OWNER

SHEET NOTES

01 BLANK

02 BLANK



Third Floor Plan
Scale: 1/8" = 1'-0"

NO.	DATE	DESCRIPTION
		REVISIONS

CUSTOM CONCEPTS, INC.
• ARCHITECTURE •
383 U.S. ROUTE 1, SUITE 1a, SCARBOROUGH, MAINE 04074
Phone (207) 883-0083 WWW.CUSTOMCONCEPTSINC.COM

Preliminary Design
Contract Documents
FOR PERMITS, BIDS, AND CONSTRUCTION
CLIENT REVIEW AND COST ESTIMATING
CLIENT REVIEW ONLY, NOT FOR CONSTRUCTION

PROJECT: TURNING LEAF HEIGHTS
DRAWING TITLE: FLOOR PLANS
OWNER APPROVAL:

JOB NUMBER: 2024-30
DRAWN BY: –
SCALE: 1/8" = 1'-0"

DATE: DEC. 22, 2025

A1.3

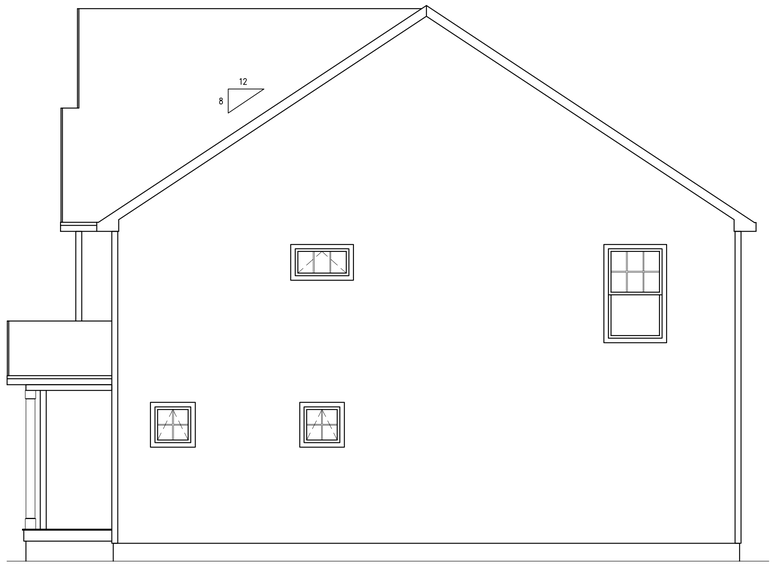




FRONT ELEVATION
1/4" = 1'-0"

CONSTRUCTION NOTE:

CONTRACTOR IS TO VERIFY GRADE AND ALL DIMENSIONS IN FIELD BEFORE CONSTRUCTION. DESIGN SHOWN MAY DIFFER FROM ACTUAL FINISHED CONSTRUCTION. FINAL MATERIALS, WINDOW/DOOR LOCATIONS AND SIZES, TO BE DETERMINED PER OWNER/CONT. SITE CONDITIONS; AND OR LOCAL CODES.



RIGHT ELEVATION
1/4" = 1'-0"

CONSTRUCTION NOTE:

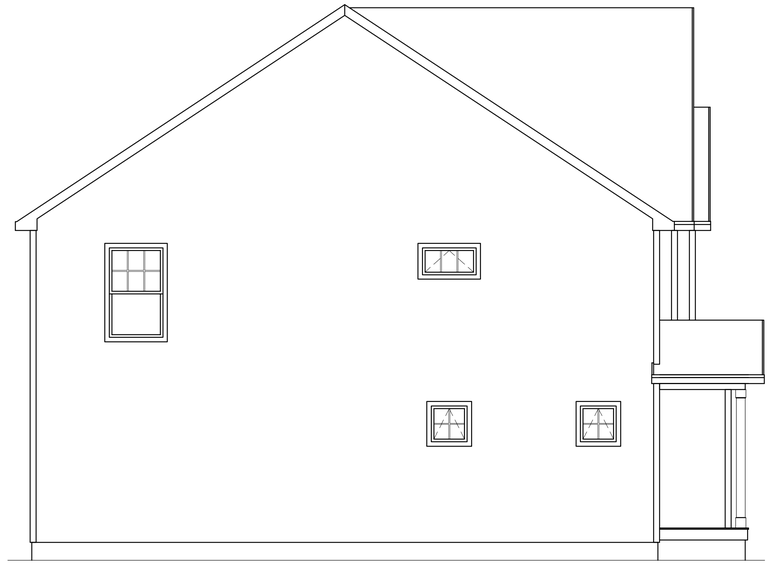
CONTRACTOR IS TO VERIFY GRADE AND ALL DIMENSIONS IN FIELD BEFORE CONSTRUCTION. DESIGN SHOWN MAY DIFFER FROM ACTUAL FINISHED CONSTRUCTION. FINAL MATERIALS, WINDOW/DOOR LOCATIONS AND SIZES, TO BE DETERMINED PER OWNER/CONT. SITE CONDITIONS; AND OR LOCAL CODES.



REAR ELEVATION
1/4" = 1'-0"

CONSTRUCTION NOTE:

CONTRACTOR IS TO VERIFY GRADE AND ALL DIMENSIONS IN FIELD BEFORE CONSTRUCTION. DESIGN SHOWN MAY DIFFER FROM ACTUAL FINISHED CONSTRUCTION. FINAL MATERIALS, WINDOW/DOOR LOCATIONS AND SIZES, TO BE DETERMINED PER OWNER/CONT. SITE CONDITIONS; AND OR LOCAL CODES.



LEFT ELEVATION
1/4" = 1'-0"

CONSTRUCTION NOTE:

CONTRACTOR IS TO VERIFY GRADE AND ALL DIMENSIONS IN FIELD BEFORE CONSTRUCTION. DESIGN SHOWN MAY DIFFER FROM ACTUAL FINISHED CONSTRUCTION. FINAL MATERIALS, WINDOW/DOOR LOCATIONS AND SIZES, TO BE DETERMINED PER OWNER/CONT. SITE CONDITIONS; AND OR LOCAL CODES.

Drafting & Design ME LLC
224 Roosevelt Trail #34
Windham ME 04062
(207)-420-7484

Turning Leaf Heights
Elevations
Windham, ME

DRAWINGS ARE PROVIDED FOR INFORMATIONAL/PERMITING PURPOSES ONLY. IF USED FOR CONSTRUCTION, IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE COMPLIANCE. ALL DRAWINGS, PLANS, SKETCHES ETC. ARE PROVIDED TO OUR CLIENTS BASED UPON INFORMATION PROVIDED BY THE CLIENT AND DRAWN IN ACCORDANCE WITH STANDARD BUILDING PRACTICES. NEITHER DRAFTING & DESIGN ME, LLC NOR DRAFTING & DESIGN ME, LLC ARE REGISTERED ARCHITECTS, ENGINEERS OR LAND SURVEYORS. IT IS THE RESPONSIBILITY OF THE OWNER AND/OR CONTRACTOR, ARCHITECT AND/OR CODE OFFICER BEFORE ACTUAL CONSTRUCTION BEGINS TO REVIEW ALL DRAWINGS AND SPECIFICATIONS. WE ASSUME NO RESPONSIBILITY FOR ERRORS OR OMISSIONS ON CONSTRUCTION DOCUMENTS. CONTRACTOR BEFORE ACTUAL CONSTRUCTION BEGINS DRAFTING & DESIGN ME, LLC WILL BE HELD HARMLESS FOR ANY ERRORS OR OMISSIONS. DRAFTING & DESIGN ME, LLC IS NOT LIABLE FOR CHANGES AND/OR REVISIONS MADE TO PLAN BY CLIENT AND/OR CONTRACTOR

Revisions:	
00/00/00	-

Date : 08/20/18

Scale : 1/4"=1'-0"

Drawn By: JTM

Project: D072718

Sheet Number:

1 of 5

SECTION 23

FLOOD ZONES

National Flood Hazard Layer FIRMette

FEMA

70°26'7"W 43°49'49"N



0 250 500 1,000 1,500 2,000 Feet

1:6,000

70°25'30"W 43°49'23"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/14/2024 at 5:48 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

SECTION 24

IMPACT TO SITES OF HISTORICAL SIGNIFICANCE

DM ROMA
CONSULTING ENGINEERS

RECEIVED
JUN 27 2023
By 0948-23

June 27, 2023

Mr. Kirk F. Mohney, Director
Maine Historic Preservation Commission
55 Capitol Street
65 State House Station
Augusta, ME 04333-0065

Re: Review of Project Area
Turning Leaf Heights (Turning Leaf Drive & Drive In Lane), Windham, Maine

Dear Mr. Mohney:

On behalf of Gateway Development, LLC., the project applicant and property owner, DM Roma Consulting Engineers is submitting a request to have a proposed project reviewed by the Maine Historic Preservation Commission for potential impacts to resources of historical significance related to a proposed project, "Turning Leaf Heights", located in the vicinity of Turning Leaf Drive and Drive In Lane in Windham, and is a parcel identified as Lot 9-B on the Town of Windham Assessor's Map 14.

The applicant is proposing to build approximately 80 dwelling units in 2-unit and 4-unit buildings that will be accessed by a 1,200-foot extension of Turning Leaf Drive and a 740-foot extension of Drive In Lane. The property is in the Commercial-1 Zone and is generally undeveloped woodland, bordered by Ditch Brook to the east. The project site abuts commercial development to the west, vacant land to the south and north, with Ditch Brook and a gravel pit to the east.

Enclosed is a vicinity map depicting the property location for reference. With regards to abutting properties with structures over 50 years old, there is one located at 665 Roosevelt Trail which appears to have been constructed in 1977 and currently serves as auto dealership. We have also provided with this email an abutters map and photo sheet identifying potential historic structures using information based on the Town of Windham Assessor's Data. We have also provided our development plan to further illustrate to location of the development.

Upon your review of the material, please provide a letter indicating the findings of your initial screening and do not hesitate to contact us with any questions.

Sincerely,

DM Roma Consulting Engineers

J.P. Connolly,
Senior Project Engineer

Cc: Gateway Development, LLC.

Enc.
Vicinity Map

Based on the information submitted, I have concluded that there will be no historic properties affected by the proposed undertaking, as defined by Section 106 of the National Historic Preservation Act. Consequently, pursuant to 36 CFR 800.4(d)(1), no further Section 106 consultation is required unless additional resources are discovered during project implementation pursuant to 36 CFR 800.13.

Kirk F. Mohney
Kirk F. Mohney,
State Historic Preservation Officer
Maine Historic Preservation Commission

7/10/23
Date

SECTION 25

MULTIFAMILY DEVELOPMENT STANDARDS

Section 25 – Multifamily Development Standards

The project has been designed to meet the following required standards outlined in Section 814 of the Land Use Code:

A. Building Architecture

The Building will employ architectural variety through the use of a combination of colored clapboard siding and stone veneer, along with board and batten accent gables. The project includes a combination of 3-story multi-unit buildings and 2-unit duplexes.

The façade will include both horizontal and vertical articulation. The building contains recessed building elements and projecting porches and privacy walls. Buildings are oriented to have a primary entrance face the street, with direct sidewalk entrances on the street side as well as the parking lot side for convenience.

B. Site Design

1. Parking – the project includes portions of on-street parking and parking lots that are located to the side and rear of the multi-family buildings. The duplex buildings have vehicle parking in a dedicated driveway. The parking lots are located sufficient distance away from property lines to allow for snow storage.

2. Screening – dumpster area will be screened from view with fencing. Privacy fencing will be installed along the back yards of the duplexes and multi-unit buildings where the property abuts existing commercial uses on Commons Avenue. There are no existing residential abutters.

3. Bicycle/Pedestrian – Continuous internal sidewalks have been designed throughout the project, which connect to sidewalks that will be built along the side of the roadway. Three (3) Bike racks will be provided that will each provide bike storage for 16 bikes at Buildings A, D and E (storage for 48 bikes total).

4. Recreation and Open Space – The project includes maintaining and enhancing an existing trail network that extends from the development down to the Ditch Brook. The trail network on the property connects with existing trails that run in both directions upstream and downstream along the river. The 12-acre property requires a minimum of 1.8 acres of usable common open space to meet the 15% standard, which is met by the preserved wooded area adjacent to Ditch Brook which is in excess of 3 acres by itself. For the proposed 128 dwelling units, the ordinance requires 8,400 square feet of "contiguous area with constructed amenities" which will be provided through the construction and maintenance of the walking trails to the river, along with a 3,900 sf "outdoor recreation area" to the rear of Building A that will be developed with two to three picnic tables and an open lawn area for play.

5. Landscape/Lighting – Proposed landscaping has been depicted on the Site Plans which includes decorative plantings around the buildings and street trees along the roadways. Landscaping is also proposed in large islands that will be crated at the entrances to the parking lot area between Buildings D and E. Light poles are proposed to be 20 feet high and we have provided a Photometric Plan to show that the site will be appropriately illuminated without creating excessive glare on roadways or light trespass on adjacent properties.

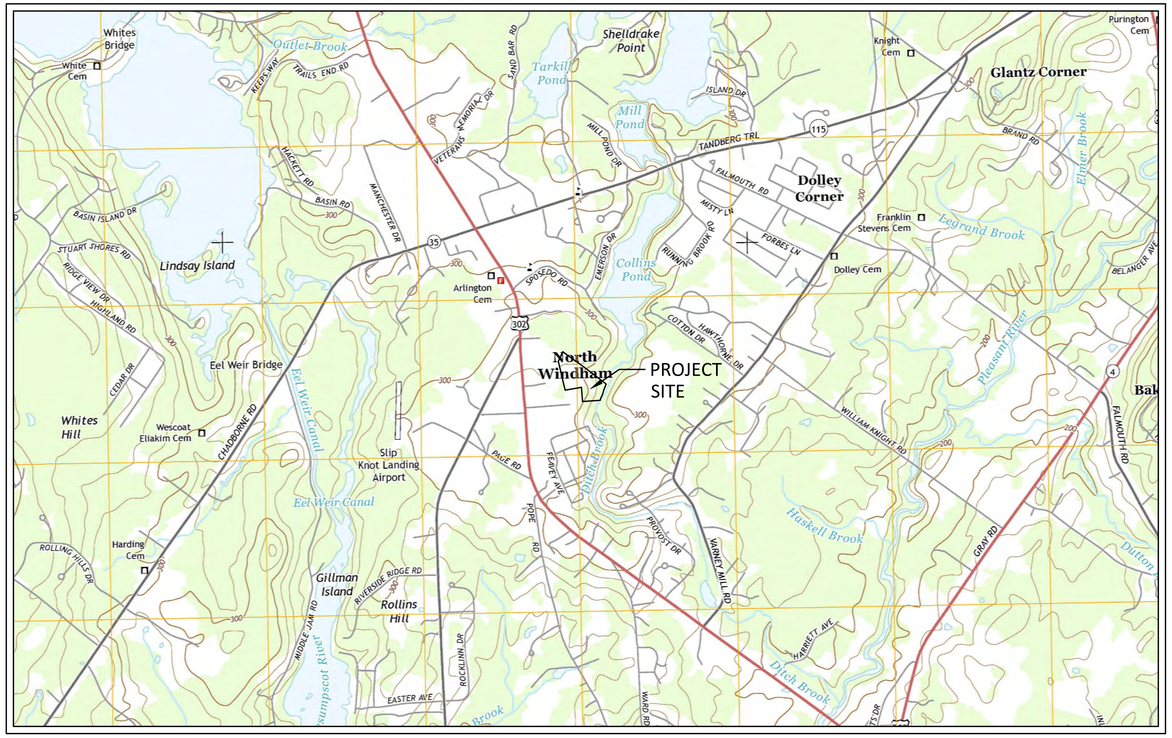
6. Access drive standards – the Planning Board granted waivers from the Street Design Standards to allow the streets to be constructed as proposed. There is one notable change to the design at the project entrance on Turning Leaf Drive in front of Building A where the roadway design has been changed to a Curbed Lane which only permits one-way vehicle traffic exiting the property, and does not allow traffic to enter from Roosevelt Trail.

TURNING LEAF HEIGHTS

TURNING LEAF DRIVE & DRIVE-IN LANE
WINDHAM, MAINE

CONSULTANTS

CIVIL ENGINEER	DM ROMA CONSULTING ENGINEERS
LAND SURVEYOR	SURVEY, INC.
SOIL SCIENTIST	MARK HAMPTON ASSOCIATES, INC.
WETLAND SCIENTIST	MAINELY SOILS, LLC



PROJECT VICINITY MAP

ISSUED FOR PERMITTING - NOT FOR CONSTRUCTION

MAY 18, 2026

PREPARED BY:

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 591-5055

APPLICANT:

GATEWAY DEVELOPMENT, LLC
4 COMMONS AVENUE - SUITE 12
WINDHAM, MAINE 04062

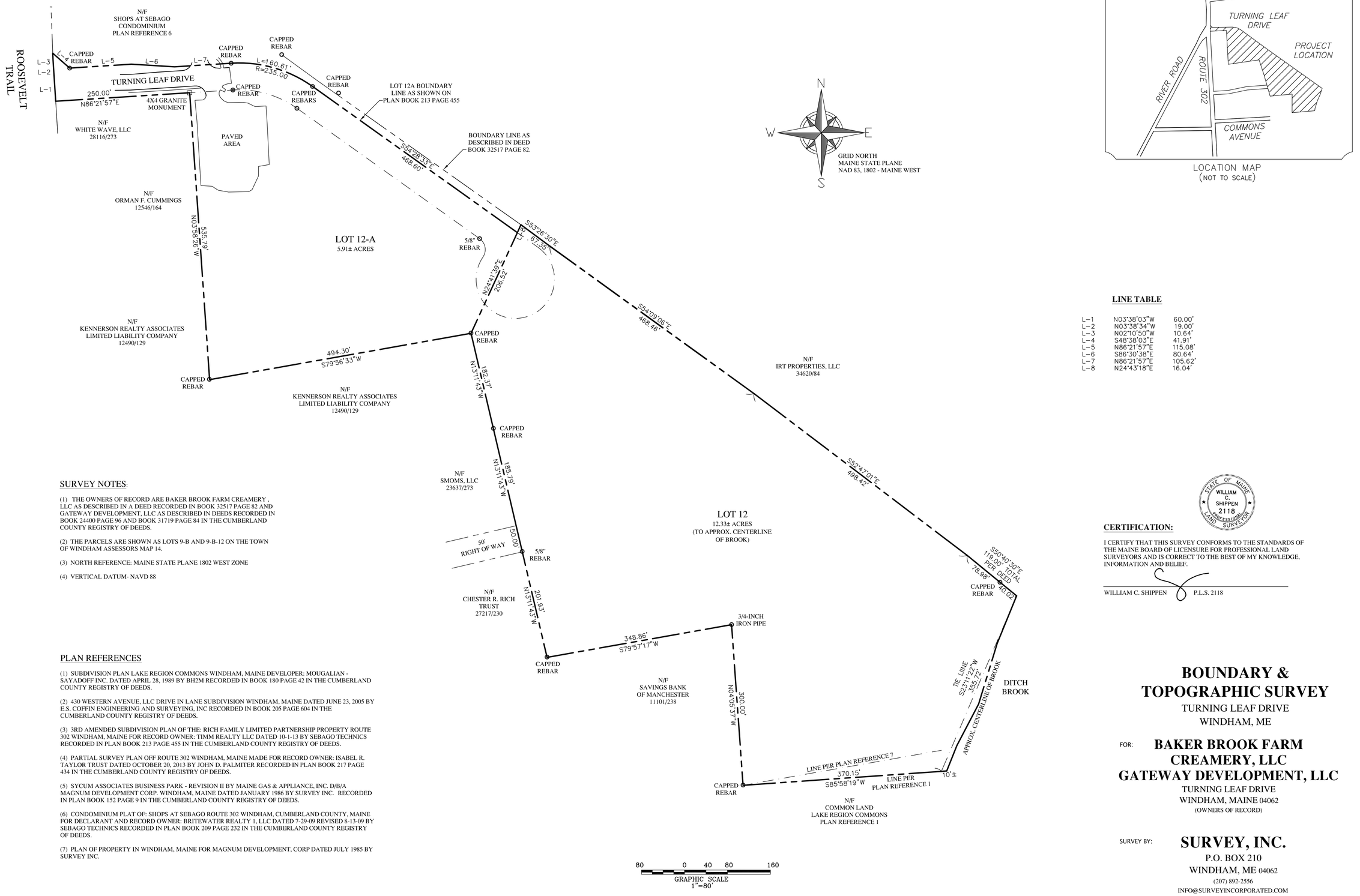
TURNING LEAF HEIGHTS

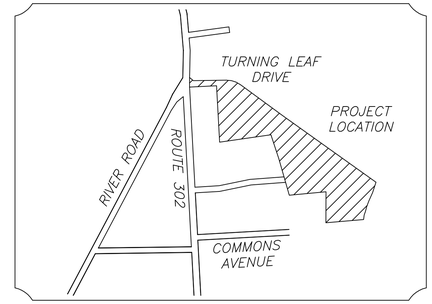
DRAWING SHEET INDEX

PAGE NO.	DESCRIPTION
1	TITLE SHEET
2	BOUNDARY SURVEY
3	EXISTING CONDITIONS PLAN
4	SUBDIVISION PLAN
5	OVERALL DEVELOPMENT PLAN
6	SITE & LANDSCAPING PLAN - LOT 1
7	SITE & LANDSCAPING PLAN - LOT 2 & 5
8	SITE & LANDSCAPING PLAN - LOT 3
9	SITE & LANDSCAPING PLAN - LOT 4
10	GRADING AND UTILITY PLAN
11	GRADING AND UTILITY PLAN
12	ROADWAY PLAN AND PROFILE - TURNING LEAF DRIVE
13	ROADWAY PLAN AND PROFILE - TURNING LEAF DRIVE
14	ROADWAY PLAN AND PROFILE - TURNING LEAF DRIVE
15	ROADWAY PLAN AND PROFILE - DRIVE-IN LANE
16	DETAILS
17	DETAILS
18	DETAILS
19	DETAILS

PERMITTING PLAN ATTACHMENTS

HIGH-INTENSITY SOIL SURVEY
WATERSHED MAP: EXISTING CONDITION
WATERSHED MAP: PROPOSED CONDITION





LOCATION MAP
(NOT TO SCALE)

LINE TABLE

L-1	N03°38'03"W	60.00'
L-2	N03°38'34"W	19.00'
L-3	N02°10'50"W	10.64'
L-4	S48°38'03"E	41.91'
L-5	N86°21'57"E	115.08'
L-6	S86°30'38"E	80.64'
L-7	N86°21'57"E	105.62'
L-8	N24°43'18"E	16.04'

SURVEY NOTES:

(1) THE OWNERS OF RECORD ARE BAKER BROOK FARM CREAMERY , LLC AS DESCRIBED IN A DEED RECORDED IN BOOK 32517 PAGE 82 AND GATEWAY DEVELOPMENT, LLC AS DESCRIBED IN DEEDS RECORDED IN BOOK 24400 PAGE 96 AND BOOK 31719 PAGE 84 IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.

(2) THE PARCELS ARE SHOWN AS LOTS 9-B AND 9-B-12 ON THE TOWN OF WINDHAM ASSESSORS MAP 14.

(3) NORTH REFERENCE: MAINE STATE PLANE 1802 WEST ZONE

(4) VERTICAL DATUM- NAVD 88

PLAN REFERENCES

(1) SUBDIVISION PLAN LAKE REGION COMMONS WINDHAM, MAINE DEVELOPER: MOUGALIAN - SAYADOFF INC. DATED APRIL 28, 1989 BY BH2M RECORDED IN BOOK 180 PAGE 42 IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.

(2) 430 WESTERN AVENUE, LLC DRIVE IN LANE SUBDIVISION WINDHAM, MAINE DATED JUNE 23, 2005 BY E.S. COFFIN ENGINEERING AND SURVEYING, INC RECORDED IN BOOK 205 PAGE 604 IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.

(3) 3RD AMENDED SUBDIVISION PLAN OF THE: RICH FAMILY LIMITED PARTNERSHIP PROPERTY ROUTE 302 WINDHAM, MAINE FOR RECORD OWNER: TIMM REALTY LLC DATED 10-1-13 BY SEBAGO TECHNICS RECORDED IN PLAN BOOK 213 PAGE 455 IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.

(4) PARTIAL SURVEY PLAN OFF ROUTE 302 WINDHAM, MAINE MADE FOR RECORD OWNER: ISABEL R. TAYLOR TRUST DATED OCTOBER 20, 2013 BY JOHN D. PALMITER RECORDED IN PLAN BOOK 217 PAGE 434 IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.

(5) SYCUM ASSOCIATES BUSINESS PARK - REVISION II BY MAINE GAS & APPLIANCE, INC. D/B/A MAGNUM DEVELOPMENT CORP. WINDHAM, MAINE DATED JANUARY 1986 BY SURVEY INC. RECORDED IN PLAN BOOK 152 PAGE 9 IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.

(6) CONDOMINIUM PLAT OF: SHOPS AT SEBAGO ROUTE 302 WINDHAM, CUMBERLAND COUNTY, MAINE FOR DECLARANT AND RECORD OWNER: BRITEWATER REALTY 1, LLC DATED 7-29-09 REVISED 8-13-09 BY SEBAGO TECHNICS RECORDED IN PLAN BOOK 209 PAGE 232 IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS.

(7) PLAN OF PROPERTY IN WINDHAM, MAINE FOR MAGNUM DEVELOPMENT, CORP DATED JULY 1985 BY SURVEY INC.

STATE OF MAINE
WILLIAM C. SHIPPEN
2118
LICENSED PROFESSIONAL LAND SURVEYOR

CERTIFICATION:

I CERTIFY THAT THIS SURVEY CONFORMS TO THE STANDARDS OF THE MAINE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS AND IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

WILLIAM C. SHIPPEN P.L.S. 2118

BOUNDARY & TOPOGRAPHIC SURVEY

TURNING LEAF DRIVE
WINDHAM, ME

FOR: **BAKER BROOK FARM CREAMERY, LLC**
GATEWAY DEVELOPMENT, LLC
TURNING LEAF DRIVE
WINDHAM, MAINE 04062
(OWNERS OF RECORD)

SURVEY BY: **SURVEY, INC.**
P.O. BOX 210
WINDHAM, ME 04062
(207) 892-2556
INFO@SURVEYINCORPORATED.COM

DWN: DRR CHK: WCS
DATE: APRIL 2023 JOB NO. 23-054
REVISED: JANUARY 2026 ADD LOT AREAS, CL OF BROOK, DEED REF.



GENERAL NOTES:

1. THE OWNER OF RECORD OF THE PROPERTY IS GATEWAY DEVELOPMENT, LLC BY DEEDS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 24400 PAGE 96 AND BOOK 31719 PAGE 84.
2. TOTAL AREA OF THE PARCEL IS APPROXIMATELY 12.33 ACRES.
3. PARCEL TAX MAP REFERENCE: TOWN OF WINDHAM ASSESSORS MAP 14 LOT 9-B.
4. PLAN REFERENCES:
   A) BOUNDARY AND TOPOGRAPHIC SURVEY, TURNING LEAF DRIVE FOR BAKER BROOK FARM CREAMERY LLC AND GATEWAY DEVELOPMENT LLC, PREPARED BY SURVEY, INC.
5. HORIZONTAL DATUM: MAINE STATE PLANE, WEST ZONE, NAD83, U.S. FEET.
6. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
7. BOUNDARY SHOWN HEREON IS BASED ON PLAN REFERENCE 4A.
8. TOPOGRAPHIC CONTOURS SHOWN HEREON ARE BASED ON A COMBINATION OF ON-THE-GROUND SURVEY AND 2-FOOT LIDAR OBTAINED FROM THE MAINE OFFICE OF GIS.
9. THE PROPERTY IS LOCATED IN THE COMMERCIAL-1 (C-1) ZONING DISTRICT WITH THE FOLLOWING DIMENSIONAL STANDARDS:

MIN LOT SIZE:	NONE
MIN STREET FRONTAGE:	100 FT
MIN FRONT YARD:	NONE
MIN SIDE/REAR YARD:	6 FT
MAX BUILDING HEIGHT:	NONE

10. A PORTION OF THE SITE IS LOCATED WITHIN A ZONE AE FLOOD HAZARD AREA AS INDICATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL 23005C0483F WITH AN EFFECTIVE DATE OF JUNE 20, 2024. NO DEVELOPMENT IS PROPOSED WITHIN THIS AREA.

LEGEND

- PROPERTY LINE/R.O.W.
- ABUTTER PROPERTY LINE
- SETBACK
- EASEMENT LINE
- GRANITE MONUMENT
- IRON PIN/DRILL HOLE
- CENTERLINE
- BUILDING
- EDGE OF PAVEMENT/CURB
- EDGE OF GRAVEL
- SIGN
- EDGE OF WETLANDS
- EDGE OF WATER
- 200 201 CONTOUR LINE
- W WATER MAIN

NOT FOR CONSTRUCTION

STATE OF MAINE — JAYSON R. HASKELL — No. 13201 — LICENSED PROFESSIONAL ENGINEER — 5-18-2026

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 593-5055

REV	DATE	BY	DESCRIPTION
A	9-25-24	JRH	ISSUED FOR MDEP PERMIT REVIEW
B	7-7-25	JRH	ISSUED FOR TOWN REVIEW
C	11-17-25	JRH	REVISED PER TOWN REVIEW COMMENTS
D	2-5-26	DMR	REVISED PER TOWN REVIEW COMMENTS
E	5-18-26	DMR	FINAL PLAN REVIEW

EXISTING CONDITIONS PLAN

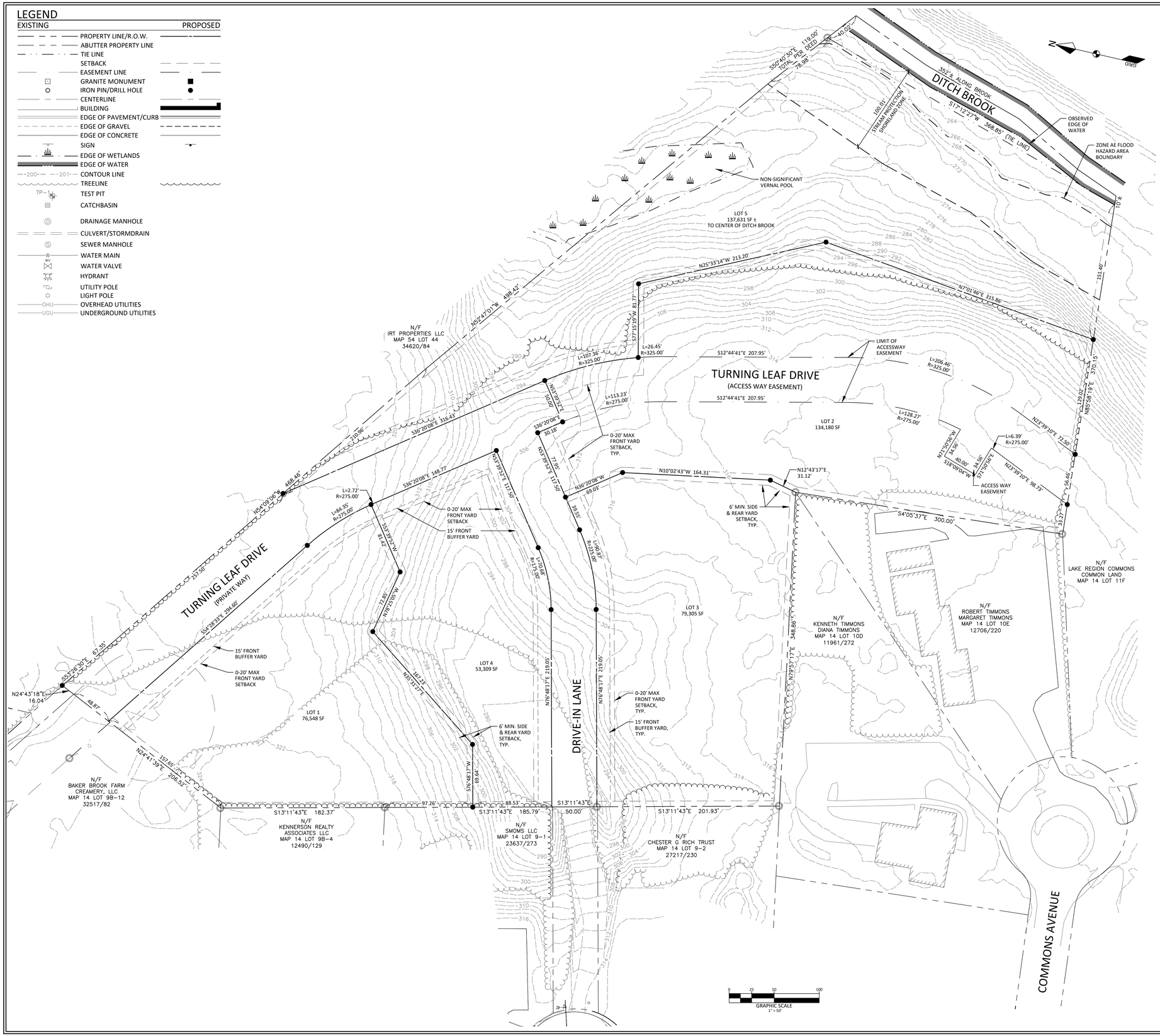
TURNING LEAF HEIGHTS
TURNING LEAF DRIVE & DRIVE IN LANE
WINDHAM, MAINE

FOR RECORD OWNER:
GATEWAY DEVELOPMENT, LLC
4 COMMONS AVENUE - SUITE 12
WINDHAM, ME 04062

20013	JOB NUMBER:
1" = 60'	SCALE:
5-18-2026	DATE:
SHEET 3 OF 19	
EC-1	

LEGEND

EXISTING	PROPOSED
PROPERTY LINE/R.O.W.	
ABUTTER PROPERTY LINE	
TIE LINE	
SETBACK	
EASEMENT LINE	
GRANITE MONUMENT	
IRON PIN/DRILL HOLE	
CENTERLINE	
BUILDING	
EDGE OF PAVEMENT/CURB	
EDGE OF GRAVEL	
EDGE OF CONCRETE	
SIGN	
EDGE OF WETLANDS	
EDGE OF WATER	
200 201 CONTOUR LINE	
TREELINE	
TP TEST PIT	
CATCHBASIN	
DRAINAGE MANHOLE	
CULVERT/STORMDRAIN	
SEWER MANHOLE	
WATER MAIN	
WATER VALVE	
HYDRANT	
UTILITY POLE	
LIGHT POLE	
OHU OVERHEAD UTILITIES	
UGU UNDERGROUND UTILITIES	



NET RESIDENTIAL AREA CALCULATIONS:

GROSS LAND AREA OF SUBDIVISION:	537,243± S.F. (12.33± ACRES)
DEDUCTIONS:	
1. RIGHT-OF-WAY	56,270 S.F.
2. STEEP SLOPES (OVER 25%)	86,050 S.F.
3. 100-YEAR FLOOD PLAIN	16,652 S.F.
4. RESOURCE PROTECTION DISTRICT	0 S.F.
5. VERY POORLY DRAINED SOILS	0 S.F.
6. SURFACE WATERBODIES	0 S.F.
7. SIGNIFICANT WILDLIFE HABITAT	0 S.F.
8. ENDANGERED BOTANICAL RESOURCES	0 S.F.
TOTAL NET AREA OF SUBDIVISION PARCEL:	378,271± S.F. (8.68± ACRES)

GENERAL NOTES:

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7. BOUNDARY SHOWN HEREON IS BASED ON PLAN REFERENCE 4A.
8. TOPOGRAPHIC CONTOURS SHOWN HEREON ARE BASED ON A COMBINATION OF ON-THE-GROUND SURVEY AND 2-FOOT LIDAR.
9. THE PROPERTY IS LOCATED IN THE COMMERCIAL-1 (C-1) ZONING DISTRICT WITH THE FOLLOWING DIMENSIONAL STANDARDS:

MIN LOT SIZE:	NONE
MIN STREET FRONTAGE:	100 FT
MIN FRONT YARD:	O TO 20 FT
MIN SIDE/REAR YARD:	6 FT
MAX BUILDING HEIGHT:	75 FT

10. A PORTION OF THE SITE IS LOCATED WITHIN A ZONE AE FLOOD HAZARD AREA AS INDICATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL 23005C0483F WITH AN EFFECTIVE DATE OF JUNE 20, 2024. NO DEVELOPMENT IS PROPOSED WITHIN THIS AREA.
11. THIS PROJECT IS SUBJECT TO A SITE LOCATION OF DEVELOPMENT ACT (SLODA - L-31404-87-A-N) FROM THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION.
12. ANY TREE CLEARING BEYOND THE LIMITS OF TREE CLEARING SHOWN ON THIS PLAN SHALL NOT BE PERMITTED FOR A PERIOD OF 5 YEARS FOLLOWING THE PLANNING BOARD APPROVAL DATE PRINTED ON THIS PLAN, UNLESS AN AMENDMENT IS APPROVED BY THE PLANNING BOARD.
13. ALL ROADS IN THE SUBDIVISION SHALL REMAIN PRIVATE ROADS TO BE MAINTAINED BY THE DEVELOPER, LOT OWNERS OR ROAD ASSOCIATION, AND SHALL NOT BE OFFERED FOR ACCEPTANCE, OR MAINTAINED, BY THE TOWN OF WINDHAM UNTIL THE ROAD MEETS ALL MUNICIPAL STREET DESIGN AND CONSTRUCTION STANDARDS APPLICABLE TO PUBLIC STREETS.

APPROVED - WINDHAM PLANNING BOARD:

CHAIRPERSON DATE

STATE OF MAINE
_____ COUNTY SS. REGISTRY OF DEEDS
RECEIVED _____, 20____
AT ____h ____m ____M AND RECORDED IN
PLAN BOOK _____ PAGE _____
ATTEST: _____
REGISTER

PERMITTING PLAN
NOT FOR CONSTRUCTION

STATE OF MAINE
JAYSON R. HASKELL
No. 13201
LICENSED PROFESSIONAL ENGINEER
5-18-2026

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 591-5055

REV	DATE	BY	DESCRIPTION
A	9-25-24	JRH	ISSUED FOR MDEP PERMIT REVIEW
B	7-7-25	JRH	ISSUED FOR TOWN REVIEW
C	11-17-25	JRH	REVISED PER TOWN REVIEW COMMENTS
D	2-5-26	DMR	REVISED PER TOWN REVIEW COMMENTS
E	5-18-26	DMR	FINAL PLAN REVIEW

SUBDIVISION PLAN

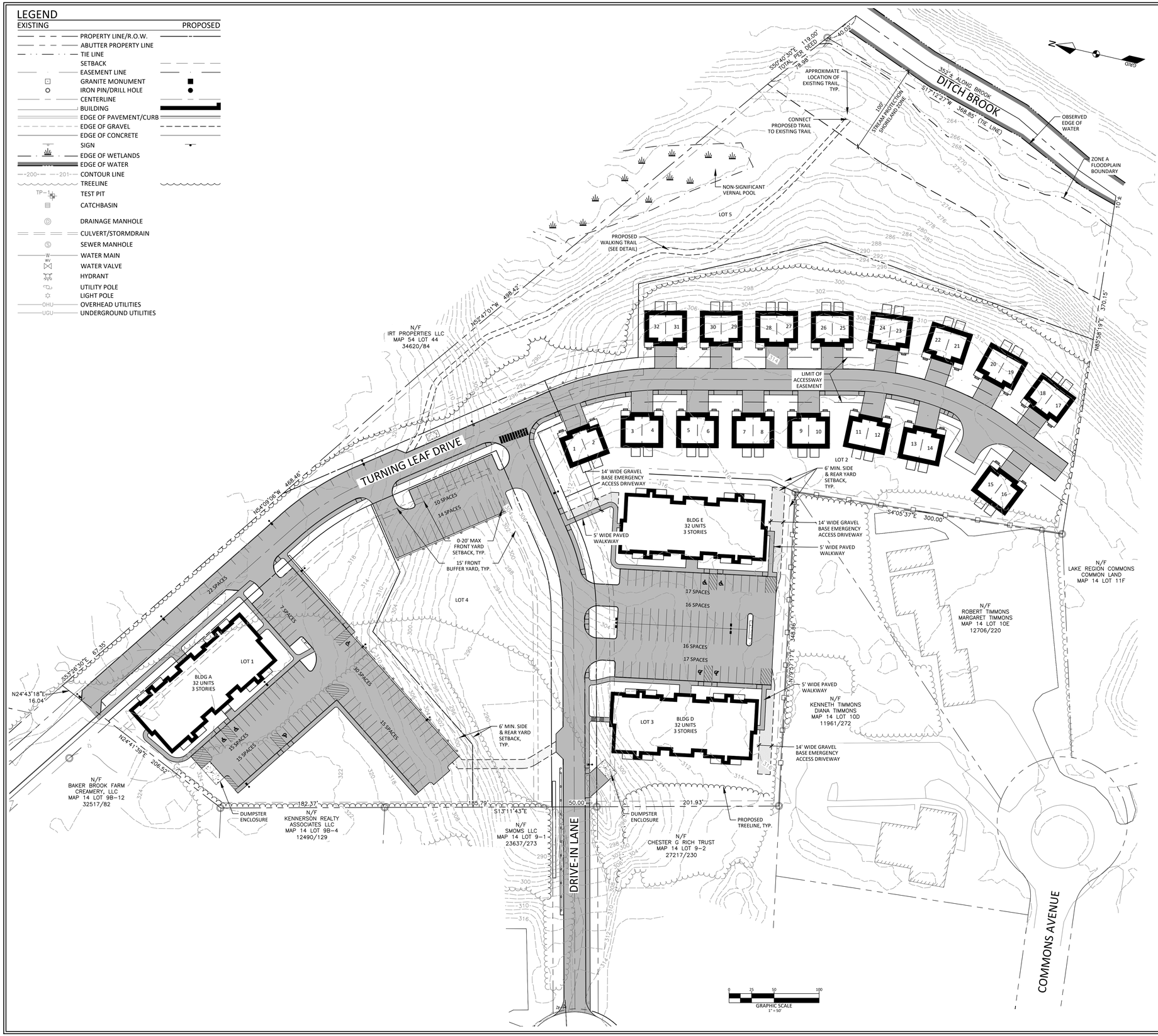
TURNING LEAF HEIGHTS
TURNING LEAF DRIVE, DRIVE IN LANE & COMMONS AVENUE
WINDHAM, MAINE

FOR RECORD OWNER:
GATEWAY DEVELOPMENT, LLC
4 COMMONS AVENUE - SUITE 12
WINDHAM, ME 04062

20013	JOB NUMBER:
1" = 50'	SCALE:
5-18-2026	DATE:
SHEET 4 OF 19	
SB-1	

LEGEND

EXISTING		PROPOSED
	PROPERTY LINE/R.O.W.	
	ABUTTER PROPERTY LINE	
	TIE LINE	
	SETBACK	
	EASEMENT LINE	
	GRANITE MONUMENT	
	IRON PIN/DRILL HOLE	
	CENTERLINE	
	BUILDING	
	EDGE OF PAVEMENT/CURB	
	EDGE OF GRAVEL	
	EDGE OF CONCRETE	
	SIGN	
	EDGE OF WETLANDS	
	EDGE OF WATER	
200 201	CONTOUR LINE	
	TREELINE	
TP	TEST PIT	
	CATCHBASIN	
	DRAINAGE MANHOLE	
	CULVERT/STORMDRAIN	
S	SEWER MANHOLE	
W	WATER MAIN	
	WATER VALVE	
	HYDRANT	
	UTILITY POLE	
	LIGHT POLE	
OHU	OVERHEAD UTILITIES	
UGU	UNDERGROUND UTILITIES	



NET RESIDENTIAL AREA CALCULATIONS:

GROSS LAND AREA OF SUBDIVISION:	537,243± S.F. (12.33± ACRES)
DEDUCTIONS:	
1. RIGHT-OF-WAY	56,270 S.F.
2. STEEP SLOPES (OVER 25%)	86,050 S.F.
3. 100-YEAR FLOOD PLAIN	16,652 S.F.
4. RESOURCE PROTECTION DISTRICT	0 S.F.
5. VERY POORLY DRAINED SOILS	0 S.F.
6. SURFACE WATERBODIES	0 S.F.
7. SIGNIFICANT WILDLIFE HABITAT	0 S.F.
8. ENDANGERED BOTANICAL RESOURCES	0 S.F.
TOTAL NET AREA OF SUBDIVISION PARCEL:	378,271± S.F. (8.68± ACRES)

GENERAL NOTES:

1. THE OWNER OF RECORD OF THE PROPERTY IS GATEWAY DEVELOPMENT, LLC BY DEEDS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 24400 PAGE 96 AND BOOK 31719 PAGE 84.
2. TOTAL AREA OF THE PARCEL IS APPROXIMATELY 12.33 ACRES.
3. PARCEL TAX MAP REFERENCE: TOWN OF WINDHAM ASSESSORS MAP 14 LOT 9-B.
4. PLAN REFERENCES:
   A) BOUNDARY AND TOPOGRAPHIC SURVEY, TURNING LEAF DRIVE FOR BAKER BROOK FARM CREAMERY LLC AND GATEWAY DEVELOPMENT LLC, PREPARED BY SURVEY, INC.
5. HORIZONTAL DATUM: MAINE STATE PLANE, WEST ZONE, NAD83, U.S. FEET.
6. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
7. BOUNDARY SHOWN HEREON IS BASED ON PLAN REFERENCE 4A.
8. TOPOGRAPHIC CONTOURS SHOWN HEREON ARE BASED ON A COMBINATION OF ON-THE-GROUND SURVEY AND 2-FOOT LIDAR.
9. THE PROPERTY IS LOCATED IN THE COMMERCIAL-1 (C-1) ZONING DISTRICT WITH THE FOLLOWING DIMENSIONAL STANDARDS:

MIN LOT SIZE:	NONE
MIN STREET FRONTAGE:	100 FT
MAX FRONT YARD:	0 TO 20 FT
MIN SIDE/REAR YARD:	6 FT
MAX BUILDING HEIGHT:	75 FT

10. A PORTION OF THE SITE IS LOCATED WITHIN A ZONE AE FLOOD HAZARD AREA AS INDICATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL 23005C0483F WITH AN EFFECTIVE DATE OF JUNE 20, 2024. NO DEVELOPMENT IS PROPOSED WITHIN THIS AREA.

PERMITTING PLAN
NOT FOR
CONSTRUCTION

STATE OF MAINE
JAYSON R. HASKELL
No. 13026
REGISTERED
PROFESSIONAL
ENGINEER
5-18-2026

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 591-5055

REV	DATE	BY	DESCRIPTION
A	9-25-24	JRH	ISSUED FOR MDEP PERMIT REVIEW
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D	2-5-26	DMR	REVISED PER TOWN REVIEW COMMENTS
E	5-18-26	DMR	FINAL PLAN REVIEW

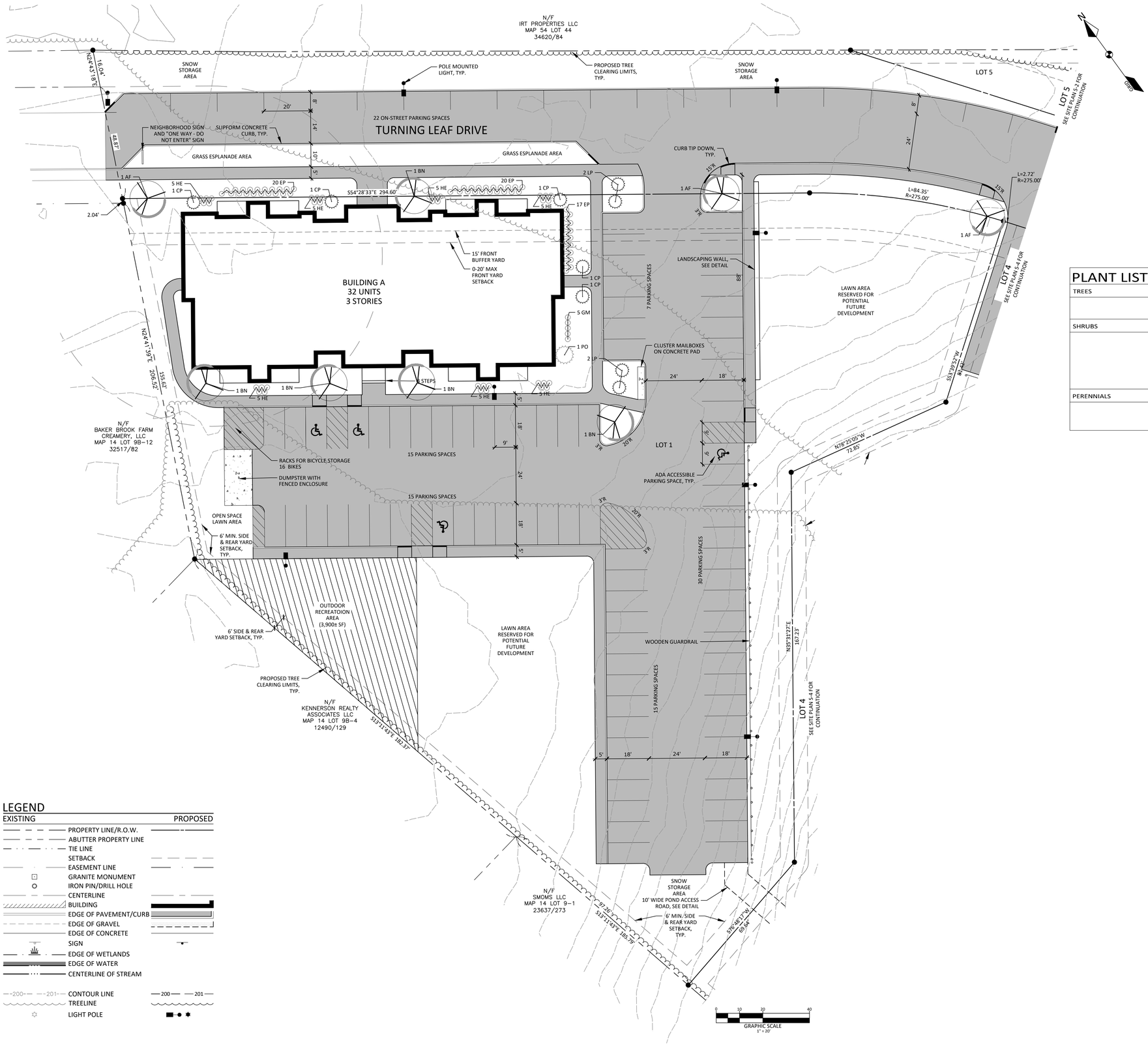
OVERALL DEVELOPMENT PLAN

TURNING LEAF HEIGHTS

TURNING LEAF DRIVE, DRIVE IN LANE & COMMONS AVENUE
WINDHAM, MAINE

FOR RECORD OWNER:
GATEWAY DEVELOPMENT, LLC
4 COMMONS AVENUE - SUITE 12
WINDHAM, ME 04062

20013	JOB NUMBER:
1" = 50'	SCALE:
5-18-2026	DATE:
SHEET 5 OF 19	
OS-1	



GENERAL NOTES:

1. THE OWNER OF RECORD OF THE PROPERTY IS GATEWAY DEVELOPMENT, LLC BY DEEDS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 24400 PAGE 96 AND BOOK 31719 PAGE 84.
2. TOTAL AREA OF THE PARCEL IS APPROXIMATELY 12.33 ACRES. THE AREA OF LOT 1 IS APPROXIMATELY 76,548 SF.
3. PARCEL TAX MAP REFERENCE: TOWN OF WINDHAM ASSESSORS MAP 14 LOT 9-B.
4. PLAN REFERENCES:
   A) BOUNDARY AND TOPOGRAPHIC SURVEY, TURNING LEAF DRIVE FOR BAKER BROOK FARM CREAMERY LLC AND GATEWAY DEVELOPMENT LLC, PREPARED BY SURVEY, INC.
   B) SUBDIVISION PLAN OF TURNING LEAF HEIGHTS FOR GATEWAY DEVELOPMENT, LLC PREPARED BY DM ROMA CONSULTING ENGINEERS DATED _____ AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK ____ PAGE ____.
5. HORIZONTAL DATUM: MAINE STATE PLANE, WEST ZONE, NAD83, U.S. FEET.
6. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
7. BOUNDARY SHOWN HEREON IS BASED ON PLAN REFERENCE 4A.
8. TOPOGRAPHIC CONTOURS SHOWN HEREON ARE BASED ON A COMBINATION OF ON-THE-GROUND SURVEY AND 2-FOOT LIDAR.
9. THE PROPERTY IS LOCATED IN THE COMMERCIAL-1 (C-1) ZONING DISTRICT WITH THE FOLLOWING DIMENSIONAL STANDARDS:

MIN LOT SIZE:	NONE
MIN STREET FRONTAGE:	100 FT
MIN FRONT YARD:	0 TO 20 FT
MIN SIDE/REAR YARD:	6 FT
MAX BUILDING HEIGHT:	75 FT

PLANT LIST

TREES	QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE
	3	AF	Acer x freemanii 'Armstrong'	Armstrong Maple	3" CAL.
	5	BN	Betula nigra 'Heritage'	Heritage River Birch	10'–12'
SHRUBS	QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE
	5	CP	Cornus alba 'Argento–Marginata'	Variegated Red Twig Dogwood	6 GAL.
	0	IG	Ilex glabra 'Shamrock'	Compact Inkberry	10 GAL.
	1	PO	Physocarpus obulifolus 'Summer Wine'	Common Ninebark	2 GAL.
	4	LP	Syringa x hyacinthiflora 'Pocahontas'	Pocahontas Lilac	10 GAL.
	5	GM	Buxus 'Green Mountain'	Green Mountain Boxwood	6 GAL.
PERENNIALS	QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE
	30	HE	Hemerocallis 'Happy Returns'	Yellow Daylilly	2 GAL.
	57	EP	Echinacea purpurea 'Kim's Knee High'	Kim's Knee High Cone Flower	1 GAL.

LEGEND

EXISTING		PROPOSED
	PROPERTY LINE/R.O.W.	
	ABUTTER PROPERTY LINE	
	TIE LINE	
	SETBACK	
	EASEMENT LINE	
	GRANITE MONUMENT	
	IRON PIN/DRILL HOLE	
	CENTERLINE	
	BUILDING	
	EDGE OF PAVEMENT/CURB	
	EDGE OF GRAVEL	
	EDGE OF CONCRETE	
	SIGN	
	EDGE OF WETLANDS	
	EDGE OF WATER	
	CENTERLINE OF STREAM	
200	CONTOUR LINE	200
	TREELINE	
	LIGHT POLE	

APPROVED - WINDHAM PLANNING BOARD:

CHAIRPERSON DATE

PERMITTING PLAN
NOT FOR CONSTRUCTION

STATE OF MAINE
JAYSON R. HASKELL
No. 13428
LICENSED PROFESSIONAL ENGINEER
5-18-2026

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 593-5055

REV	DATE	BY	DESCRIPTION
A	9-25-24	JRH	ISSUED FOR MDEP PERMIT REVIEW
B	7-7-25	JRH	ISSUED FOR TOWN REVIEW
C	11-17-25	JRH	REVISED PER TOWN REVIEW COMMENTS
D	2-5-26	DMR	REVISED PER TOWN REVIEW COMMENTS
E	5-18-26	DMR	FINAL PLAN REVIEW

SITE & LANDSCAPING PLAN - LOT 1

TURNING LEAF HEIGHTS
TURNING LEAF DRIVE, DRIVE IN LANE & COMMONS AVENUE
WINDHAM, MAINE

FOR RECORD OWNER:
GATEWAY DEVELOPMENT, LLC
4 COMMONS AVENUE - SUITE 12
WINDHAM, ME 04062

20013
JOB NUMBER:

1" = 20'
SCALE:

5-18-2026
DATE:

SHEET 6 OF 19

S-1

GENERAL NOTES:

1. THE OWNER OF RECORD OF THE PROPERTY IS GATEWAY DEVELOPMENT, LLC BY DEEDS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 24400 PAGE 96 AND BOOK 31719 PAGE 84.

2. TOTAL AREA OF THE PARCEL IS APPROXIMATELY 12.33 ACRES. THE SUBJECT PARCEL AREAS OF THIS SITE PLAN INCLUDE:
   LOT 2: 134,180 SF
   LOT 5: 137,631 SF

3. PARCEL TAX MAP REFERENCE: TOWN OF WINDHAM ASSESSORS MAP 14 LOT 9-B.

4. PLAN REFERENCES:

   A) BOUNDARY AND TOPOGRAPHIC SURVEY, TURNING LEAF DRIVE FOR BAKER BROOK FARM CREAMERY LLC AND GATEWAY DEVELOPMENT LLC, PREPARED BY SURVEY, INC.

   B) SUBDIVISION PLAN OF TURNING LEAF HEIGHTS FOR GATEWAY DEVELOPMENT, LLC PREPARED BY DM ROMA CONSULTING ENGINEERS DATED _____ AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK ____ PAGE____.

5. HORIZONTAL DATUM: MAINE STATE PLANE, WEST ZONE, NAD83, U.S. FEET.

6. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

7. BOUNDARY SHOWN HEREON IS BASED ON PLAN REFERENCE 4A.

8. TOPOGRAPHIC CONTOURS SHOWN HEREON ARE BASED ON A COMBINATION OF ON-THE-GROUND SURVEY AND 2-FOOT LIDAR.

9. THE PROPERTY IS LOCATED IN THE COMMERCIAL-1 (C-1) ZONING DISTRICT WITH THE FOLLOWING DIMENSIONAL STANDARDS:

MIN LOT SIZE:	NONE
MIN STREET FRONTAGE:	100 FT
MAX FRONT YARD:	0 TO 20 FT
MIN SIDE/REAR YARD:	6 FT
MAX BUILDING HEIGHT:	75 FT

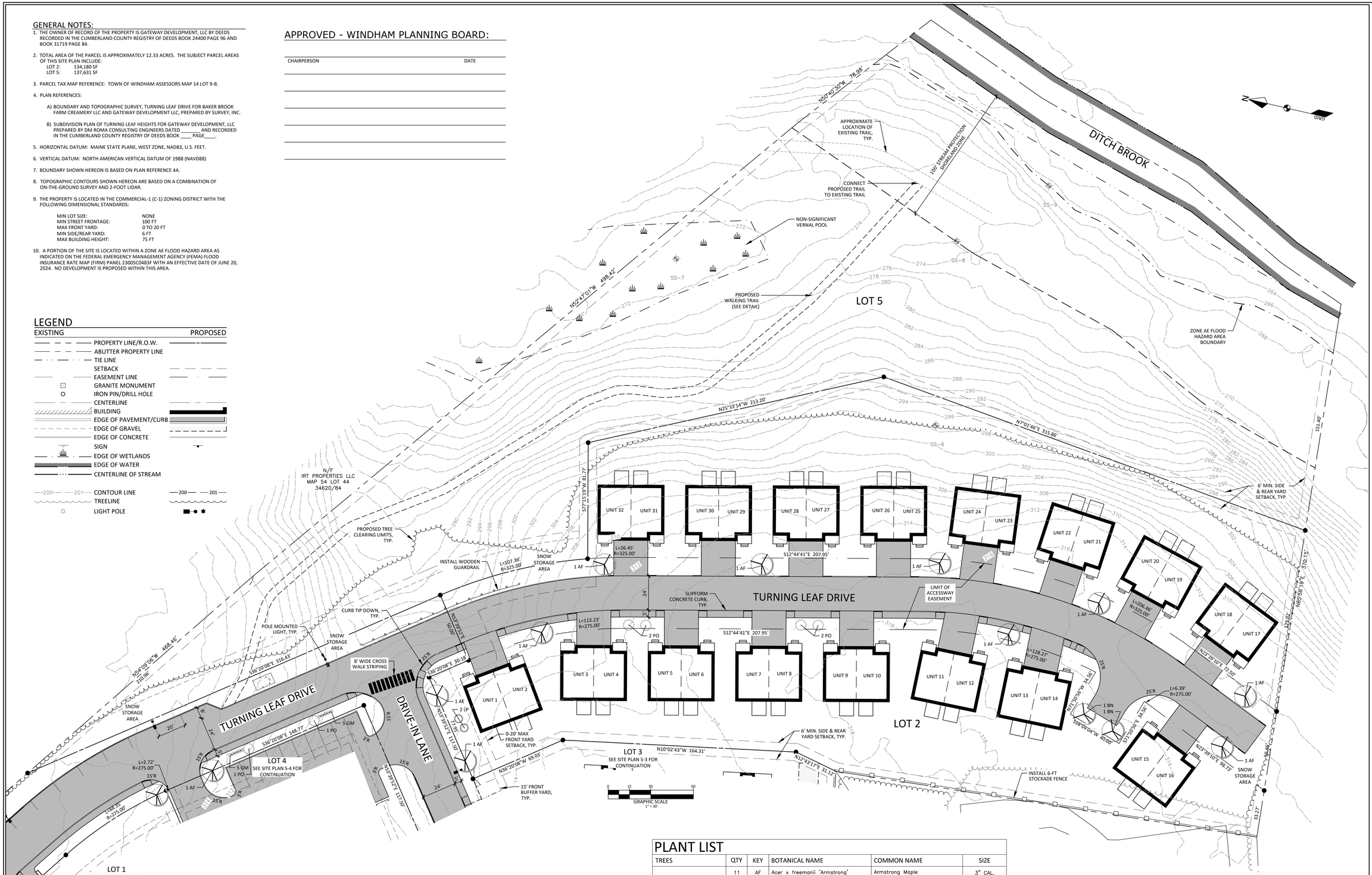
10. A PORTION OF THE SITE IS LOCATED WITHIN A ZONE AE FLOOD HAZARD AREA AS INDICATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL 23005C0483F WITH AN EFFECTIVE DATE OF JUNE 20, 2024. NO DEVELOPMENT IS PROPOSED WITHIN THIS AREA.

APPROVED - WINDHAM PLANNING BOARD:

CHAIRPERSON DATE

LEGEND

EXISTING	PROPOSED
PROPERTY LINE/R.O.W.	
ABUTTER PROPERTY LINE	
TIE LINE	
SETBACK	
EASEMENT LINE	
GRANITE MONUMENT	
IRON PIN/DRILL HOLE	
CENTERLINE	
BUILDING	
EDGE OF PAVEMENT/CURB	
EDGE OF GRAVEL	
EDGE OF CONCRETE	
SIGN	
EDGE OF WETLANDS	
EDGE OF WATER	
CENTERLINE OF STREAM	
200 201 CONTOUR LINE	200 201
TREELINE	
LIGHT POLE	



PLANT LIST

TREES	QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE
	11	AF	Acer x freemanii 'Armstrong'	Armstrong Maple	3" CAL.
	2	BN	Betula nigra 'Heritage'	Heritage River Birch	10'-12"
SHRUBS	QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE
	7	PO	Physocarpus obulifolus 'Summer Wine'	Common Ninebark	2 GAL.
	8	LP	Syringa x hyacinthiflora 'Pocahontas'	Pocahontas Lilac	10 GAL.
	10	GM	Buxus 'Green Mountain'	Green Mountain Boxwood	6 GAL.

PERMITTING PLAN NOT FOR CONSTRUCTION

STATE OF MAINE — JAYSON R HEATH — No. 13026 — LICENSED PROFESSIONAL ENGINEER — 5-18-2026

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 593-5055

REV.	DATE	BY	DESCRIPTION
A	9-25-24	JRH	ISSUED FOR MDEP PERMIT REVIEW
B	7-7-25	JRH	ISSUED FOR TOWN REVIEW
C	11-17-25	JRH	REVISED PER TOWN REVIEW COMMENTS
D	2-5-26	DMR	REVISED PER TOWN REVIEW COMMENTS
E	5-18-26	DMR	FINAL PLAN REVIEW

SITE & LANDSCAPING PLAN - LOTS 2 & 5

TURNING LEAF HEIGHTS
TURNING LEAF DRIVE, DRIVE IN LANE & COMMONS AVENUE
WINDHAM, MAINE

FOR RECORD OWNER:
GATEWAY DEVELOPMENT, LLC
4 COMMONS AVENUE - SUITE 12
WINDHAM, ME 04062

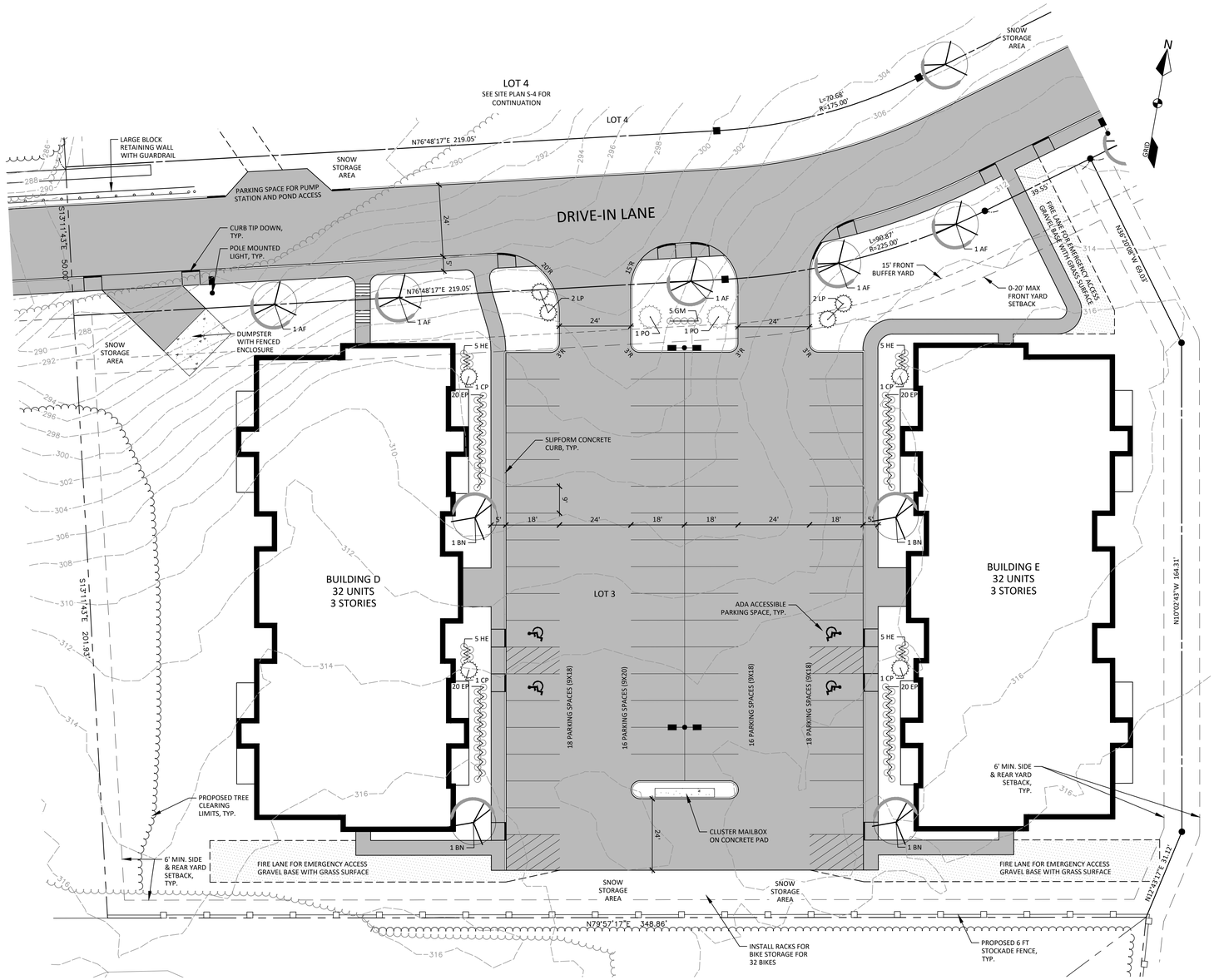
20013
JOB NUMBER:

1" = 30'
SCALE:

5-18-2026
DATE:

SHEET 7 OF 19

S-2



GENERAL NOTES:

1. THE OWNER OF RECORD OF THE PROPERTY IS GATEWAY DEVELOPMENT, LLC BY DEEDS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 24400 PAGE 96 AND BOOK 31719 PAGE 84.
2. TOTAL AREA OF THE PARCEL IS APPROXIMATELY 12.33 ACRES. THE AREA OF LOT 3 IS APPROXIMATELY 79,305 SF.
3. PARCEL TAX MAP REFERENCE: TOWN OF WINDHAM ASSESSORS MAP 14 LOT 9-B.
4. PLAN REFERENCES:
   A) BOUNDARY AND TOPOGRAPHIC SURVEY, TURNING LEAF DRIVE FOR BAKER BROOK FARM CREAMERY LLC AND GATEWAY DEVELOPMENT LLC, PREPARED BY SURVEY, INC.
   B) SUBDIVISION PLAN OF TURNING LEAF HEIGHTS FOR GATEWAY DEVELOPMENT, LLC PREPARED BY DM ROMA CONSULTING ENGINEERS DATED _____ AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK ____ PAGE ____.
5. HORIZONTAL DATUM: MAINE STATE PLANE, WEST ZONE, NAD83, U.S. FEET.
6. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
7. BOUNDARY SHOWN HEREON IS BASED ON PLAN REFERENCE 4A.
8. TOPOGRAPHIC CONTOURS SHOWN HEREON ARE BASED ON A COMBINATION OF ON-THE-GROUND SURVEY AND 2-FOOT LIDAR.
9. THE PROPERTY IS LOCATED IN THE COMMERCIAL-1 (C-1) ZONING DISTRICT WITH THE FOLLOWING DIMENSIONAL STANDARDS:

MIN LOT SIZE:	NONE
MIN STREET FRONTAGE:	100 FT
MAX FRONT YARD:	0 TO 20 FT
MIN SIDE/REAR YARD:	6 FT
MAX BUILDING HEIGHT:	75 FT

LEGEND

EXISTING	PROPOSED
PROPERTY LINE/R.O.W.	
ABUTTER PROPERTY LINE	
TIE LINE	
SETBACK	
EASEMENT LINE	
GRANITE MONUMENT	
IRON PIN/DRILL HOLE	
CENTERLINE	
BUILDING	
EDGE OF PAVEMENT/CURB	
EDGE OF GRAVEL	
EDGE OF CONCRETE	
SIGN	
EDGE OF WETLANDS	
EDGE OF WATER	
CENTERLINE OF STREAM	
200 201 CONTOUR LINE	200 201
TREELINE	
LIGHT POLE	

PLANT LIST

TREES	QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE
	5	AF	Acer x freemanii 'Armstrong'	Armstrong Maple	3" CAL.
	4	BN	Betula nigra 'Heritage'	Heritage River Birch	10'–12'
SHRUBS	QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE
	4	CP	Cornus alba 'Argento–Marginata'	Variegated Red Twig Dogwood	6 GAL.
	2	PO	Physocarpus obulifolus 'Summer Wine'	Common Ninebark	2 GAL.
	4	LP	Syringa x hyacinthiflora 'Pocahontas'	Pocahontas Lilac	10 GAL.
	5	GM	Buxus 'Green Mountain'	Green Mountain Boxwood	6 GAL.
PERENNIALS	QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE
	20	HE	Hemerocallis 'Happy Returns'	Yellow Daylily	2 GAL.
	80	EP	Echinacea purpurea 'Kim's Knee High'	Kim's Knee High Cone Flower	1 GAL.

APPROVED - WINDHAM PLANNING BOARD:

CHAIRPERSON _____ DATE _____

PERMITTING PLAN
NOT FOR CONSTRUCTION

STATE OF MAINE
JAYSON R. HASKELL
No. 13928
LICENSED PROFESSIONAL ENGINEER
5-18-2026

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 591-5055

REV	DATE	BY	DESCRIPTION
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B	7-7-25	JRH	ISSUED FOR TOWN REVIEW
C	11-17-25	JRH	REVISED PER TOWN REVIEW COMMENTS
D	2-5-26	DMR	REVISED PER TOWN REVIEW COMMENTS
E	5-18-26	DMR	FINAL PLAN REVIEW

SITE & LANDSCAPING PLAN - LOT 3

TURNING LEAF HEIGHTS
TURNING LEAF DRIVE, DRIVE IN LANE & COMMONS AVENUE
WINDHAM, MAINE

FOR RECORD OWNER:
GATEWAY DEVELOPMENT, LLC
4 COMMONS AVENUE - SUITE E2
WINDHAM, ME 04062

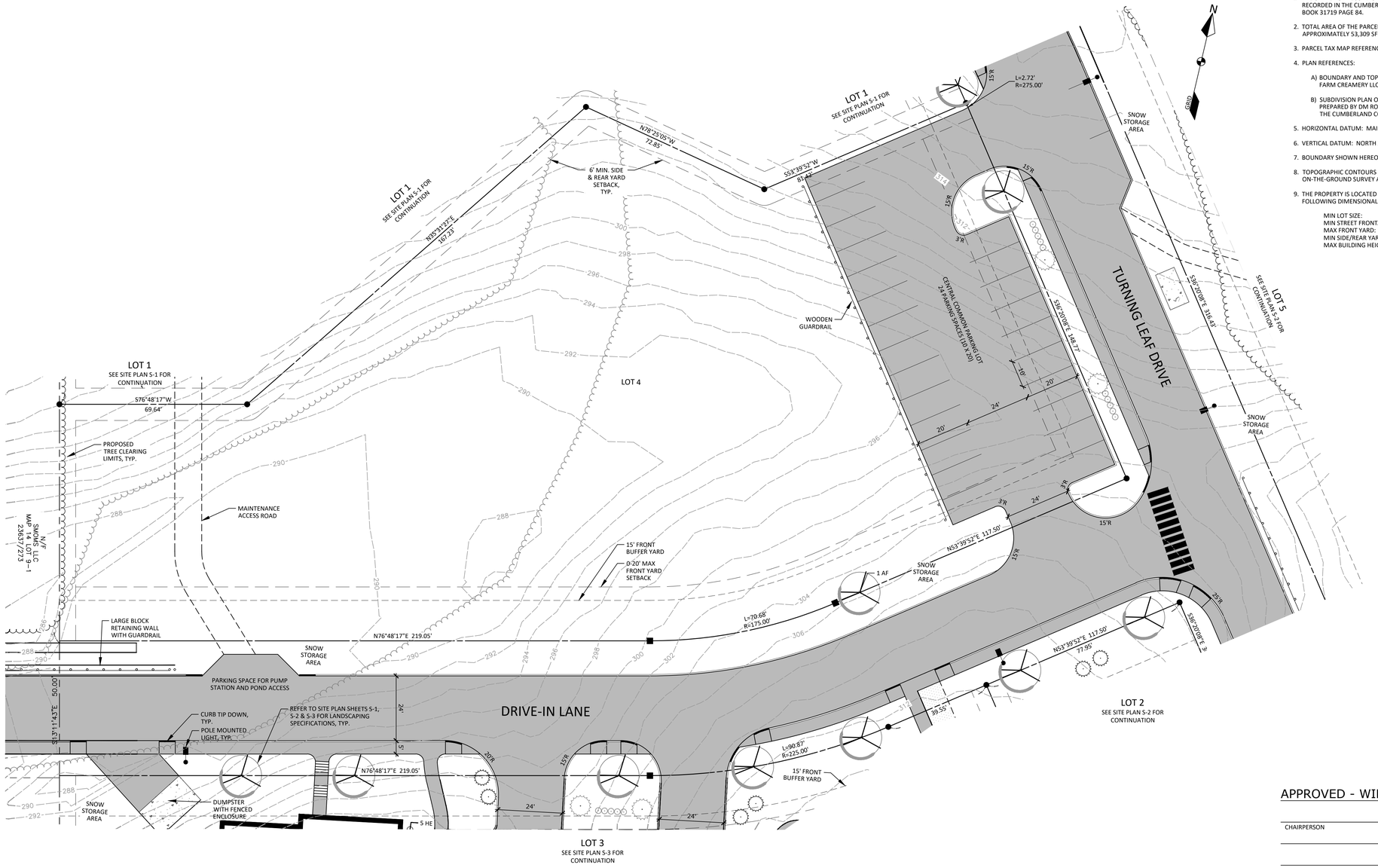
20013
JOB NUMBER:

1" = 20'
SCALE:

5-18-2026
DATE:

SHEET 8 OF 19

S-3



GENERAL NOTES:

1. THE OWNER OF RECORD OF THE PROPERTY IS GATEWAY DEVELOPMENT, LLC BY DEEDS RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK 24400 PAGE 96 AND BOOK 31719 PAGE 84.
2. TOTAL AREA OF THE PARCEL IS APPROXIMATELY 12.33 ACRES. THE AREA OF LOT 4 IS APPROXIMATELY 53,309 SF.
3. PARCEL TAX MAP REFERENCE: TOWN OF WINDHAM ASSESSORS MAP 14 LOT 9-B.
4. PLAN REFERENCES:
   A) BOUNDARY AND TOPOGRAPHIC SURVEY, TURNING LEAF DRIVE FOR BAKER BROOK FARM CREAMERY LLC AND GATEWAY DEVELOPMENT LLC, PREPARED BY SURVEY, INC.
   B) SUBDIVISION PLAN OF TURNING LEAF HEIGHTS FOR GATEWAY DEVELOPMENT, LLC PREPARED BY DM ROMA CONSULTING ENGINEERS DATED _____ AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS BOOK _____ PAGE_____.
5. HORIZONTAL DATUM: MAINE STATE PLANE, WEST ZONE, NAD83, U.S. FEET.
6. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
7. BOUNDARY SHOWN HEREON IS BASED ON PLAN REFERENCE 4A.
8. TOPOGRAPHIC CONTOURS SHOWN HEREON ARE BASED ON A COMBINATION OF ON-THE-GROUND SURVEY AND 2-FOOT LIDAR.
9. THE PROPERTY IS LOCATED IN THE COMMERCIAL-1 (C-1) ZONING DISTRICT WITH THE FOLLOWING DIMENSIONAL STANDARDS:

MIN LOT SIZE:	NONE
MIN STREET FRONTAGE:	100 FT
MAX FRONT YARD:	0 TO 20 FT
MIN SIDE/REAR YARD:	6 FT
MAX BUILDING HEIGHT:	75 FT

APPROVED - WINDHAM PLANNING BOARD:

CHAIRPERSON _____ DATE _____

LEGEND

EXISTING		PROPOSED
	PROPERTY LINE/R.O.W.	
	ABUTTER PROPERTY LINE	
	TIE LINE	
	SETBACK	
	EASEMENT LINE	
	GRANITE MONUMENT	
	IRON PIN/DRILL HOLE	
	CENTERLINE	
	BUILDING	
	EDGE OF PAVEMENT/CURB	
	EDGE OF GRAVEL	
	EDGE OF CONCRETE	
	SIGN	
	EDGE OF WETLANDS	
	EDGE OF WATER	
	CENTERLINE OF STREAM	
200 201	CONTOUR LINE	200 201
	TREELINE	
	LIGHT POLE	

PERMITTING PLAN
NOT FOR CONSTRUCTION

STATE OF MAINE — JAYSON R. HASKELL — No. 13201 — LICENSED PROFESSIONAL ENGINEER — 5-18-2026

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 591-5055

REV	DATE	BY	DESCRIPTION
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B	7-7-25	JRH	ISSUED FOR TOWN REVIEW
C	11-17-25	JRH	REVISED PER TOWN REVIEW COMMENTS
D	2-5-26	DMR	REVISED PER TOWN REVIEW COMMENTS
E	5-18-26	DMR	FINAL PLAN REVIEW

SITE & LANDSCAPING PLAN - LOT 4

TURNING LEAF HEIGHTS
TURNING LEAF DRIVE, DRIVE IN LANE & COMMONS AVENUE
WINDHAM, MAINE

FOR RECORD OWNER:
GATEWAY DEVELOPMENT, LLC
4 COMMONS AVENUE - SUITE 12
WINDHAM, ME 04062

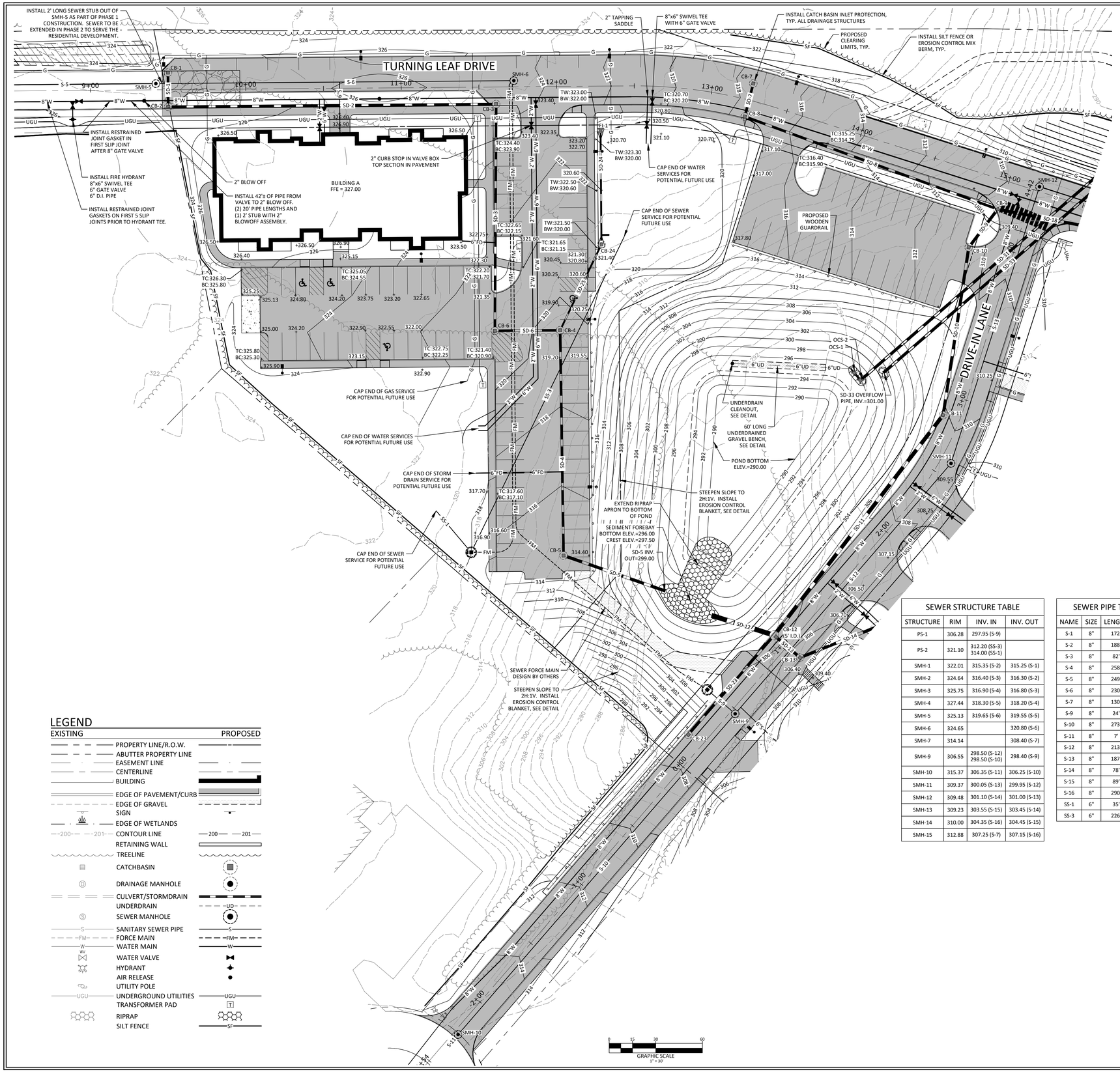
20013
JOB NUMBER:

1" = 20'
SCALE:

5-18-2026
DATE:

SHEET 9 OF 19

S-4



LEGEND

EXISTING	PROPOSED
PROPERTY LINE/R.O.W.	
ABUTTER PROPERTY LINE	
EASEMENT LINE	
CENTERLINE	
BUILDING	
EDGE OF PAVEMENT/CURB	
EDGE OF GRAVEL	
SIGN	
EDGE OF WETLANDS	
CONTOUR LINE	200 — 201
RETAINING WALL	
TREELINE	
CATCHBASIN	
DRAINAGE MANHOLE	
CULVERT/STORMDRAIN	
UNDERDRAIN	UD
SEWER MANHOLE	
SANITARY SEWER PIPE	S
FORCE MAIN	FM
WATER MAIN	W
WATER VALVE	
HYDRANT	
AIR RELEASE	
UTILITY POLE	
UNDERGROUND UTILITIES	UGU
TRANSFORMER PAD	T
RIPRAP	
SILT FENCE	SF

SEWER STRUCTURE TABLE

STRUCTURE	RIM	INV. IN	INV. OUT
PS-1	306.28	297.95 (S-9)	
PS-2	321.10	312.20 (SS-3) 314.00 (SS-1)	
SMH-1	322.01	315.35 (S-2)	315.25 (S-1)
SMH-2	324.64	316.40 (S-3)	316.30 (S-2)
SMH-3	325.75	316.90 (S-4)	316.80 (S-3)
SMH-4	327.44	318.30 (S-5)	318.20 (S-4)
SMH-5	325.13	319.65 (S-6)	319.55 (S-5)
SMH-6	324.65		320.80 (S-6)
SMH-7	314.14		308.40 (S-7)
SMH-9	306.55	298.50 (S-12) 298.50 (S-10)	298.40 (S-9)
SMH-10	315.37	306.35 (S-11)	306.25 (S-10)
SMH-11	309.37	300.05 (S-13)	299.95 (S-12)
SMH-12	309.48	301.10 (S-14)	301.00 (S-13)
SMH-13	309.23	303.55 (S-15)	303.45 (S-14)
SMH-14	310.00	304.35 (S-16)	304.45 (S-15)
SMH-15	312.88	307.25 (S-7)	307.15 (S-16)

SEWER PIPE TABLE

NAME	SIZE	LENGTH	SLOPE
S-1	8"	172'	0.53%
S-2	8"	188'	0.52%
S-3	8"	82'	0.51%
S-4	8"	258'	0.51%
S-5	8"	249'	0.51%
S-6	8"	230'	0.51%
S-7	8"	130'	0.91%
S-9	8"	24'	2.41%
S-10	8"	273'	2.88%
S-11	8"	7'	1.38%
S-12	8"	213'	0.69%
S-13	8"	187'	0.52%
S-14	8"	78'	3.16%
S-15	8"	89'	1.05%
S-16	8"	290'	0.98%
SS-1	6"	35'	6.90%
SS-3	6"	226'	2.02%

STORM DRAIN STRUCTURE TABLE

STRUCTURE	RIM	INV. IN	INV. OUT
CB-1	324.90		321.15 (SD-1)
CB-2	324.90	320.95 (SD-1)	320.50 (SD-2)
CB-3	324.87	319.20 (SD-2)	319.10 (SD-3)
CB-4	319.57	314.17 (SD-25) 313.75 (SD-6)	313.50 (SD-4)
CB-5	314.20	307.00 (SD-4)	306.00 (SD-5)
CB-6	320.60	316.35 (SD-3)	316.25 (SD-6)
CB-7	317.42		313.20 (SD-7)
CB-8	317.42	313.00 (SD-7)	312.90 (SD-8)
CB-9	309.20	304.40 (SD-8) 304.15 (SD-18)	304.05 (SD-9)
CB-10	310.35	303.90 (SD-9)	303.80 (SD-10)
CB-11	309.83	303.25 (SD-10)	303.15 (SD-11)
CB-12	305.78	301.10 (SD-11) 301.10 (SD-13) 301.35 (SD-23)	301.00 (SD-12)
CB-13	305.78	301.35 (SD-14)	301.25 (SD-13)
CB-14	307.25	302.00 (SD-16) 302.00 (SD-15)	301.75 (SD-14)
CB-15	304.79	302.70 (SD-29)	302.60 (SD-15)
CB-16	310.00	305.35 (SD-17)	305.25 (SD-16)
CB-17	310.00		305.75 (SD-17)
CB-18	308.83	304.62 (SD-20) 304.62 (SD-19)	304.52 (SD-18)
CB-19	308.83		304.82 (SD-19)
CB-20	309.96	305.75 (SD-21)	305.65 (SD-20)
CB-21	311.45	307.55 (SD-22)	307.45 (SD-21)
CB-22	311.45		307.75 (SD-22)
CB-23	307.03		302.75 (SD-23)
CB-24	319.90	315.00 (SD-24)	314.90 (SD-25)
CB-25	324.80	320.95 (SD-26)	320.85 (SD-27)
DMH-1	309.00	301.90 (SD-36)	301.80 (SD-37)
FI-1	319.90		315.90 (SD-24)
FI-2	308.40		305.10 (SD-28)
FI-3	307.20	303.60 (SD-28)	303.50 (SD-29)
OCS-1	298.00	293.00 (SD-32)	292.90 (SD-30)
OCS-2	298.00	292.70 (SD-30)	292.70 (SD-31)

STORM DRAIN PIPE TABLE

NAME	SIZE	LENGTH	SLOPE
SD-1	15"	22'	1.11%
SD-2	15"	211'	0.63%
SD-3	15"	146'	1.94%
SD-4	15"	145'	4.61%
SD-5	18"	69'	10.38%
SD-6	15"	42'	6.56%
SD-7	15"	22'	1.11%
SD-8	15"	173'	5.02%
SD-9	18"	31'	0.56%
SD-10	18"	109'	0.52%
SD-11	24"	179'	1.18%
SD-12	30"	42'	5.03%
SD-13	18"	22'	0.86%
SD-14	18"	69'	0.62%
SD-15	15"	82'	0.77%
SD-16	15"	177'	1.88%
SD-17	15"	82'	0.51%
SD-18	18"	68'	0.58%
SD-19	15"	22'	1.11%
SD-20	15"	121'	0.88%
SD-21	15"	149'	1.18%
SD-22	15"	22'	1.11%
SD-23	15"	85'	1.75%
SD-24	10"	73'	1.28%
SD-25	10"	61'	1.28%
SD-26	15"	35'	0.90%
SD-27	15"	30'	3.58%
SD-28	10"	181'	0.84%
SD-29	10"	124'	0.66%
SD-30	12"	6'	4.64%
SD-31	15"	242'	1.12%
SD-32	6"	3'	0.00%
SD-33	15"	230'	4.78%
SD-34	6"	98'	1.78%
SD-35	6"	188'	0.93%
SD-36	10"	175'	0.98%
SD-37	10"	125'	1.47%

PERMITTING PLAN
NOT FOR CONSTRUCTION

STATE OF MAINE
JAYSON R. HANSCOM
No. 13026
LICENSED PROFESSIONAL ENGINEER
5-18-2026

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 593-5055

REV	DATE	BY	DESCRIPTION
A	9-25-24	JRH	ISSUED FOR MDEP PERMIT REVIEW
B	7-7-25	JRH	ISSUED FOR TOWN REVIEW
C	11-17-25	JRH	REVISED PER TOWN REVIEW COMMENTS
D	2-5-26	JRH	REVISED PER TOWN REVIEW COMMENTS
E	5-18-26	JRH	FINAL PLAN REVIEW

GRADING AND UTILITY PLAN

TURNING LEAF HEIGHTS
TURNING LEAF DRIVE AND DRIVE-IN LANE
WINDHAM, MAINE

FOR:
GATEWAY DEVELOPMENT, LLC
4 COMMONS AVENUE - SUITE 12
WINDHAM, ME 04062

20013
JOB NUMBER:

1" = 30'
SCALE:

5-18-2026
DATE:

SHEET 10 OF 19

GU-1

LEGEND

EXISTING	PROPOSED
PROPERTY LINE/R.O.W.	
ABUTTER PROPERTY LINE	
EASEMENT LINE	
CENTERLINE	
BUILDING	
EDGE OF PAVEMENT/CURB	
EDGE OF GRAVEL	
SIGN	
EDGE OF WETLANDS	
CONTOUR LINE	200 — 201
RETAINING WALL	
TREELINE	
CATCHBASIN	

EXISTING	PROPOSED
DRAINAGE MANHOLE	
CULVERT/STORMDRAIN	
UNDERDRAIN	UD
SEWER MANHOLE	
SANITARY SEWER PIPE	S
FORCE MAIN	FM
WATER MAIN	W
WATER VALVE	
HYDRANT	
AIR RELEASE	
UTILITY POLE	
UNDERGROUND UTILITIES	UGU
TRANSFORMER PAD	T
RIPRAP	
SILT FENCE	SF

STORM DRAIN STRUCTURE TABLE

STRUCTURE	RIM	INV. IN	INV. OUT
CB-1	324.90		321.15 (SD-1)
CB-2	324.90	320.95 (SD-1)	320.50 (SD-2)
CB-3	324.87	319.20 (SD-2)	319.10 (SD-3)
CB-4	319.57	314.17 (SD-25) 313.75 (SD-6)	313.50 (SD-4)
CB-5	314.20	307.00 (SD-4)	306.00 (SD-5)
CB-6	320.60	316.35 (SD-3)	316.25 (SD-6)
CB-7	317.42		313.20 (SD-7)
CB-8	317.42	313.00 (SD-7)	312.90 (SD-8)
CB-9	309.20	304.40 (SD-8) 304.15 (SD-18)	304.05 (SD-9)
CB-10	310.35	303.90 (SD-9)	303.80 (SD-10)
CB-11	309.83	303.25 (SD-10)	303.15 (SD-11)
CB-12	305.78	301.10 (SD-11) 301.10 (SD-13) 301.35 (SD-23)	301.00 (SD-12)
CB-13	305.78	301.35 (SD-14)	301.25 (SD-13)
CB-14	307.25	302.00 (SD-16) 302.00 (SD-15)	301.75 (SD-14)
CB-15	304.79	302.70 (SD-29)	302.60 (SD-15)
CB-16	310.00	305.35 (SD-17)	305.25 (SD-16)
CB-17	310.00		305.75 (SD-17)
CB-18	308.83	304.62 (SD-20) 304.62 (SD-19)	304.52 (SD-18)
CB-19	308.83		304.82 (SD-19)
CB-20	309.96	305.75 (SD-21)	305.65 (SD-20)
CB-21	311.45	307.55 (SD-22)	307.45 (SD-21)
CB-22	311.45		307.75 (SD-22)
CB-23	307.03		302.75 (SD-23)
CB-24	319.90	315.00 (SD-24)	314.90 (SD-25)
CB-25	324.80	320.95 (SD-26)	320.85 (SD-27)
DMH-1	309.00	301.90 (SD-36)	301.80 (SD-37)
FI-1	319.90		315.90 (SD-24)
FI-2	308.40		305.10 (SD-28)
FI-3	307.20	303.60 (SD-28)	303.50 (SD-29)
OCS-1	298.00	293.00 (SD-32)	292.90 (SD-30)
OCS-2	298.00	292.70 (SD-30)	292.70 (SD-31)

STORM DRAIN PIPE TABLE

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SD-1	15"	22'	1.11%
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SD-6	15"	42'	6.56%
SD-7	15"	22'	1.11%
SD-8	15"	173'	5.02%
SD-9	18"	31'	0.56%
SD-10	18"	109'	0.52%
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SD-19	15"	22'	1.11%
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SD-21	15"	149'	1.18%
SD-22	15"	22'	1.11%
SD-23	15"	85'	1.75%
SD-24	10"	73'	1.28%
SD-25	10"	61'	1.28%
SD-26	15"	35'	0.90%
SD-27	15"	30'	3.58%
SD-28	10"	181'	0.84%
SD-29	10"	124'	0.66%
SD-30	12"	6'	4.64%
SD-31	15"	242'	1.12%
SD-32	6"	3'	0.00%
SD-33	15"	230'	4.78%
SD-34	6"	98'	1.78%
SD-35	6"	188'	0.93%
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SD-37	10"	125'	1.47%

SEWER STRUCTURE TABLE

STRUCTURE	RIM	INV. IN	INV. OUT
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PS-2	321.10	312.20 (SS-3) 314.00 (SS-1)	
SMH-1	322.01	315.35 (S-2)	315.25 (S-1)
SMH-2	324.64	316.40 (S-3)	316.30 (S-2)
SMH-3	325.75	316.90 (S-4)	316.80 (S-3)
SMH-4	327.44	318.30 (S-5)	318.20 (S-4)
SMH-5	325.13	319.65 (S-6)	319.55 (S-5)
SMH-6	324.65		320.80 (S-6)
SMH-7	314.14		308.40 (S-7)
SMH-9	306.55	298.50 (S-12) 298.50 (S-10)	298.40 (S-9)
SMH-10	315.37	306.35 (S-11)	306.25 (S-10)
SMH-11	309.37	300.05 (S-13)	299.95 (S-12)
SMH-12	309.48	301.10 (S-14)	301.00 (S-13)
SMH-13	309.23	303.55 (S-15)	303.45 (S-14)
SMH-14	310.00	304.35 (S-16)	304.45 (S-15)
SMH-15	312.88	307.25 (S-7)	307.15 (S-16)

SEWER PIPE TABLE

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S-2	8"	188'	0.52%
S-3	8"	82'	0.51%
S-4	8"	258'	0.51%
S-5	8"	249'	0.51%
S-6	8"	230'	0.51%
S-7	8"	130'	0.91%
S-9	8"	24'	2.41%
S-10	8"	273'	2.88%
S-11	8"	7'	1.38%
S-12	8"	213'	0.69%
S-13	8"	187'	0.52%
S-14	8"	78'	3.16%
S-15	8"	89'	1.05%
S-16	8"	290'	0.98%
SS-1	6"	35'	6.90%
SS-3	6"	226'	2.02%

GRAPHIC SCALE
0 15 30 60
1" = 30'

PERMITTING PLAN
NOT FOR
CONSTRUCTION

STATE OF MAINE
JAYSON R. KELLEY
No. 13026
LICENSED PROFESSIONAL ENGINEER
5-18-2026

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 591-5055

REV	DATE	BY	DESCRIPTION
A	9-25-24	JRH	ISSUED FOR MDEP PERMIT REVIEW
B	7-7-25	JRH	ISSUED FOR TOWN REVIEW
C	11-17-25	JRH	REVISED PER TOWN REVIEW COMMENTS
D	2-5-26	DMR	REVISED PER TOWN REVIEW COMMENTS
E	5-18-26	DMR	FINAL PLAN REVIEW

GRADING AND UTILITY PLAN

TURNING LEAF HEIGHTS

TURNING LEAF DRIVE AND DRIVE-IN LANE
WINDHAM, MAINE

FOR:
GATEWAY DEVELOPMENT, LLC
4 COMMONS AVENUE - SUITE 12
WINDHAM, ME 04062

20013
JOB NUMBER:

1" = 30'
SCALE:

5-18-2026
DATE:

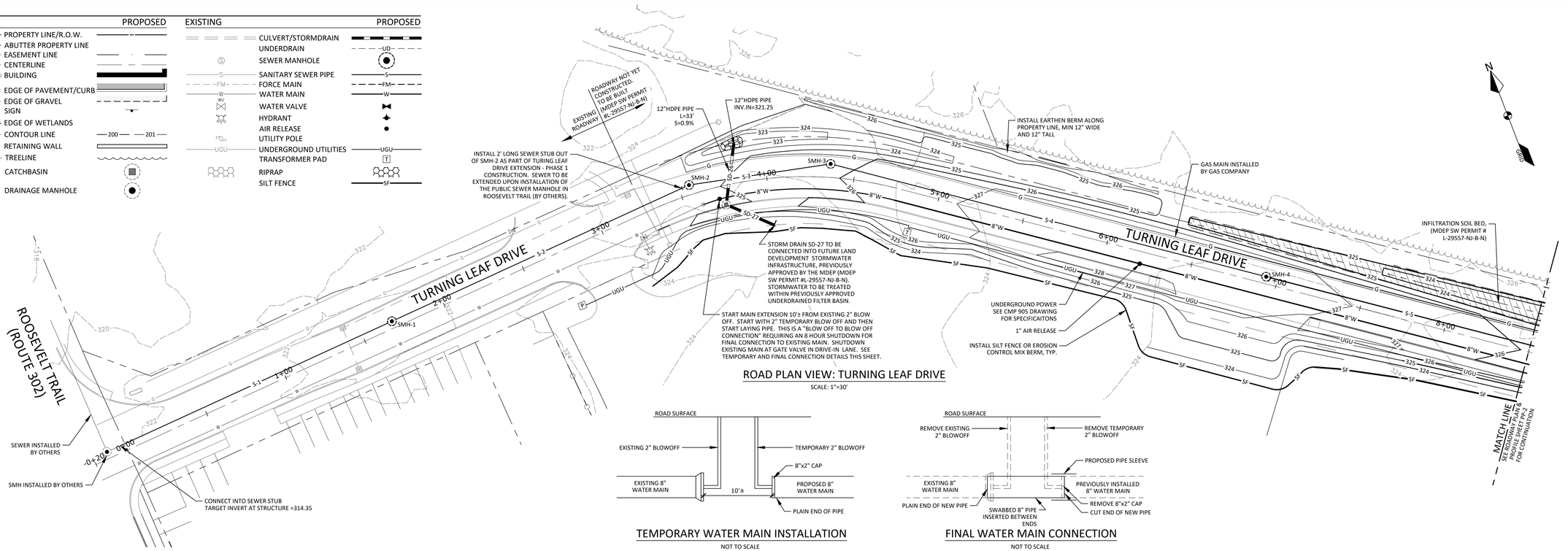
SHEET 11 OF 19

GU-2

LEGEND

EXISTING	PROPOSED
PROPERTY LINE/R.O.W.	
ABUTTER PROPERTY LINE	
EASEMENT LINE	
CENTERLINE	
BUILDING	
EDGE OF PAVEMENT/CURB	
EDGE OF GRAVEL	
SIGN	
EDGE OF WETLANDS	
CONTOUR LINE	200 — 201
RETAINING WALL	
TREELINE	
CATCHBASIN	
DRAINAGE MANHOLE	

EXISTING	PROPOSED
CULVERT/STORMDRAIN	
UNDERDRAIN	UD
SEWER MANHOLE	
SANITARY SEWER PIPE	S
FORCE MAIN	FM
WATER MAIN	W
WATER VALVE	
HYDRANT	
AIR RELEASE	
UTILITY POLE	
UNDERGROUND UTILITIES	UGU
TRANSFORMER PAD	T
RIPRAP	
SILT FENCE	SF



ROAD PLAN VIEW: TURNING LEAF DRIVE

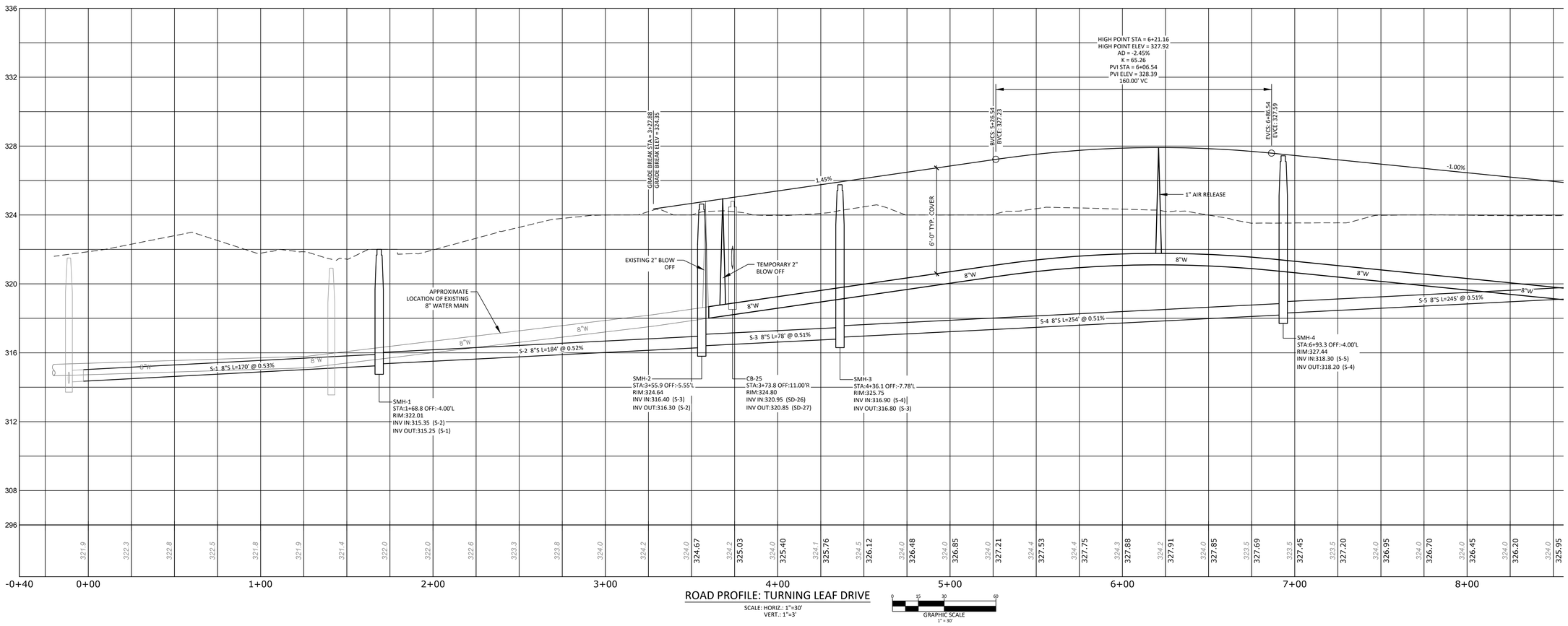
SCALE: 1"=30'

TEMPORARY WATER MAIN INSTALLATION

NOT TO SCALE

FINAL WATER MAIN CONNECTION

NOT TO SCALE



ROAD PROFILE: TURNING LEAF DRIVE

SCALE: HORIZ.: 1"=30'
VERT.: 1"=3'

GRAPHIC SCALE 1" = 30'

PERMITTING PLAN NOT FOR CONSTRUCTION

STATE OF MAINE — JAYSON R HASKELL — No. 13208 — LICENSED PROFESSIONAL ENGINEER — 5-18-2026

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 591-5055

REV	DATE	BY	DESCRIPTION
C	1-22-25	JRH	REVISED PER PWD REVIEW
D	6-17-25	JRH	REVISED PER MDEP REVIEW COMMENTS
E	7-7-25	JRH	ISSUED FOR TOWN REVIEW
F	11-17-25	JRH	REVISED PER TOWN REVIEW COMMENTS
G	2-5-26	DMR	REVISED PER TOWN REVIEW COMMENTS
H	5-18-26	DMR	FINAL PLAN REVIEW

ROADWAY PLAN & PROFILE: TURNING LEAF DRIVE

TURNING LEAF HEIGHTS
TURNING LEAF DRIVE, DRIVE IN LANE & COMMONS AVENUE
WINDHAM, MAINE

FOR RECORD OWNER:
GATEWAY DEVELOPMENT, LLC
4 COMMONS AVENUE - SUITE 12
WINDHAM, ME 04062

20013
JOB NUMBER:

1" = 30'
SCALE:

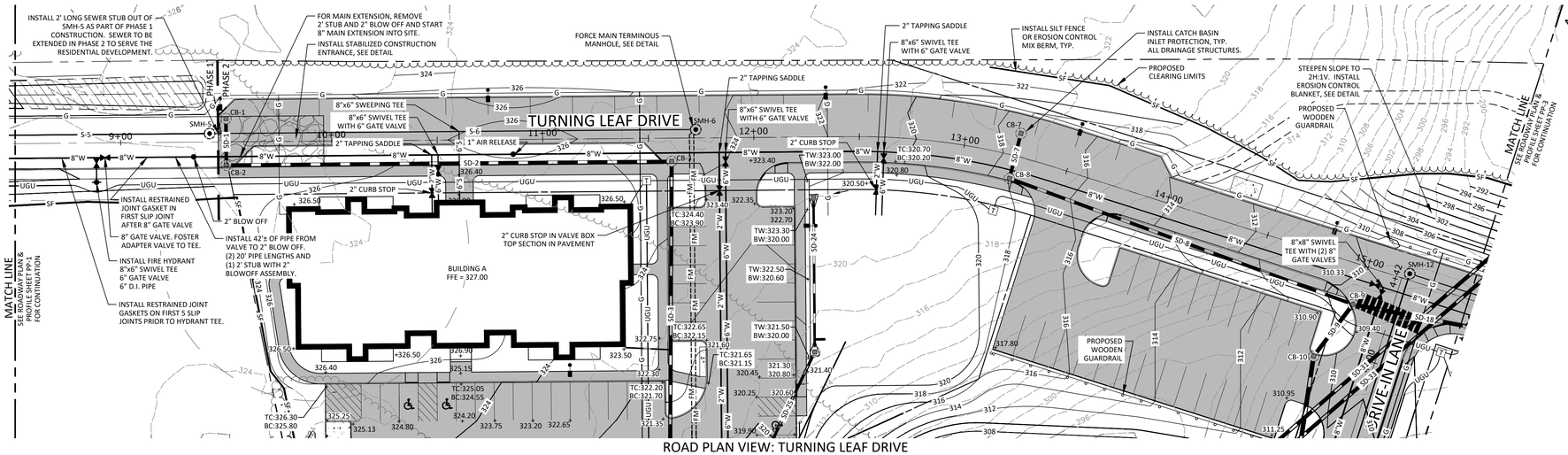
5-18-2026
DATE:

SHEET 12 OF 19

PP-1

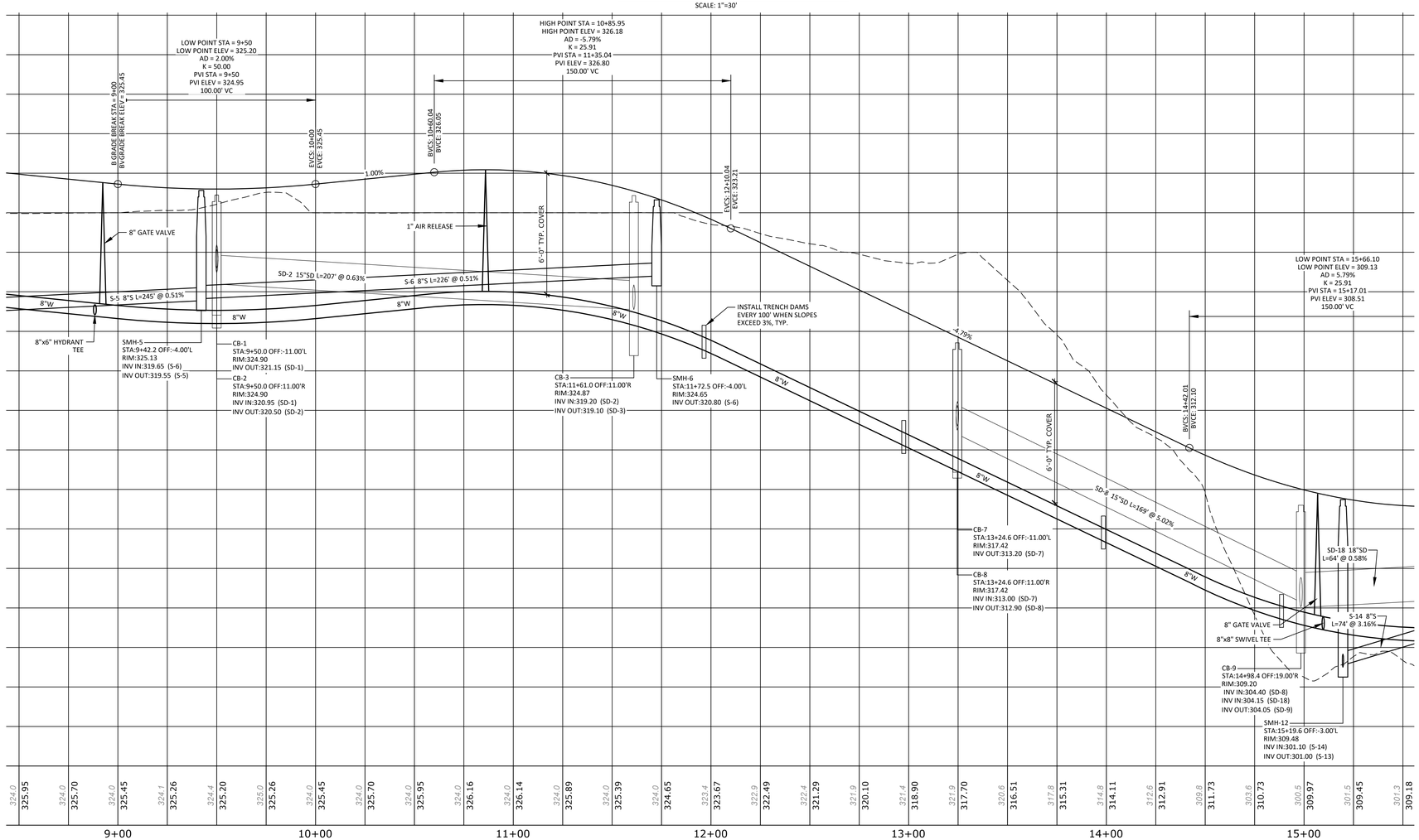
CONSTRUCTION NOTES:

1. HORIZONTAL DATUM: MAINE STATE PLANE, WEST ZONE, NAD83, U.S. FEET BASED ON BOUNDARY AND TOPOGRAPHIC SURVEY OF TURNING LEAF DRIVE, WINDHAM, MAINE FOR BAKER BROOK CREAMERY, LLC AS PREPARED BY SURVEY, INC.
2. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). TOPOGRAPHIC FEATURES SHOWN HEREON ARE BASED ON ON THE GROUND SURVEY AND 2-FOOT LIDAR OBTAINED FROM THE MAINE OFFICE OF GIS.
3. ELECTRICAL SERVICES SHOWN INCLUDING, BUT NOT LIMITED TO, TRANSFORMERS AND CONDUIT LOCATIONS ARE THE ENGINEER'S SUGGESTED LOCATIONS BUT MUST BE COORDINATED WITH CENTRAL MAINE POWER COMPANY. REFER TO PLANS ISSUED BY CMP FOR APPROVED LOCATIONS OF ELECTRICAL INFRASTRUCTURE
4. PRIOR TO CONSTRUCTION, THE OWNER SHALL COORDINATE A PRE-CONSTRUCTION MEETING WITH THE TOWN OF WINDHAM. CONTACT THE PLANNING DEPARTMENT TO SCHEDULE THE MEETING AND COORDINATE ANY OTHER REQUIRED PRE-CONSTRUCTION ACTIVITIES.
5. TURNING LEAF DRIVE AND DRIVE-IN LANE ARE INTENDED TO BE PUBLIC ROADS UPON MUNICIPAL ACCEPTANCE. CONTACT THE TOWN OF WINDHAM TO COORDINATE ANY REQUIRED INSPECTION OF ROADWAYS, STORMWATER INFRASTRUCTURE, UTILITIES OR OTHER RELATED CONSTRUCTION ACTIVITIES.
6. EXISTING UTILITIES SHOWN HEREON ARE BASED ON LOCATING VISUAL EVIDENCE DURING A FIELD SURVEY OF EXISTING CONDITIONS. OTHER UTILITIES MAY BE PRESENT THAT ARE NOT SHOWN ON THIS PLAN. PRIOR TO CONSTRUCTION, THE CONTRACTOR/OWNER IS RESPONSIBLE FOR CONTACTING DIG SAFE.
7. ALL WATER MAIN PIPE SHALL BE 8" DIA. CLASS 52 DUCTILE IRON PIPE OR APPROVED ALTERNATIVE BY THE PORTLAND WATER DISTRICT. CONTRACTOR/OWNER SHALL COORDINATE WITH THE PORTLAND WATER DISTRICT PRIOR TO ORDERING MATERIALS AND INSTALLING WATER INFRASTRUCTURE.
8. ALL STORM DRAIN PIPE SHALL BE HDPE DUAL WALL N-12 PIPE AS MANUFACTURED BY ADVANCED DRAINAGE SYSTEMS (ADS) OR APPROVED EQUAL. ALL CATCH BASINS AND DRAIN MANHOLES SHALL BE 48" INSIDE DIAMETER CONCRETE STRUCTURES UNLESS OTHERWISE NOTED.
9. ALL SANITARY SEWER PIPE WITHIN THE ROAD RIGHT OF WAY SHALL BE PVC SDR 35. SANITARY SEWER PIPE WITHIN GRASSED AREAS CAN BE EITHER SDR 35 PVC OR SCHEDULE 40 PVC PIPE. ALL SEWER MANHOLES SHALL BE 48" INSIDE DIAMETER CONCRETE STRUCTURES UNLESS OTHERWISE NOTED.



ROAD PLAN VIEW: TURNING LEAF DRIVE

SCALE: 1"=30'



ROAD PROFILE: TURNING LEAF DRIVE

SCALE: HORIZ.: 1"=30'
VERT.: 1"=3'

GRAPHIC SCALE
0 15 30 60
1" = 30'

LEGEND

EXISTING		PROPOSED
PROPERTY LINE/R.O.W.		
ABUTTER PROPERTY LINE		
EASEMENT LINE		
CENTERLINE		
BUILDING		
EDGE OF PAVEMENT/CURB		
EDGE OF GRAVEL		
EDGE OF CONCRETE		
SIGN		
CONTOUR LINE		
TREELINE		
RETAINING WALL		
TEST PIT		
CATCHBASIN		
DRAINAGE MANHOLE		
CULVERT/STORMDRAIN		
UNDERDRAIN		
SEWER MANHOLE		
SANITARY SEWER PIPE		
FORCE MAIN		
WATER MAIN		
WATER VALVE		
HYDRANT		
AIR RELEASE		
UTILITY POLE		
LIGHT POLE		
OVERHEAD UTILITIES		
UNDERGROUND UTILITIES		
TRANSFORMER PAD		
GAS MAIN		
GAS VALVE		
RIPRAP		
SILT FENCE		

PERMITTING PLAN NOT FOR CONSTRUCTION

STATE OF MAINE — JAYSON R. HAGER — No. 13126 — LICENSED PROFESSIONAL ENGINEER — 5-18-2026

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 591-5055

REV	DATE	BY	DESCRIPTION
A	9-25-24	JRH	ISSUED FOR MDEP PERMIT REVIEW
B	1-6-25	JRH	REVISED PER PWD REVIEW
C	1-22-25	JRH	REVISED PER PWD REVIEW
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E	11-17-25	JRH	REVISED PER TOWN REVIEW COMMENTS
F	2-5-26	DMR	REVISED PER TOWN REVIEW COMMENTS
G	5-18-26	DMR	FINAL PLAN REVIEW

ROADWAY PLAN & PROFILE: TURNING LEAF DRIVE

TURNING LEAF HEIGHTS

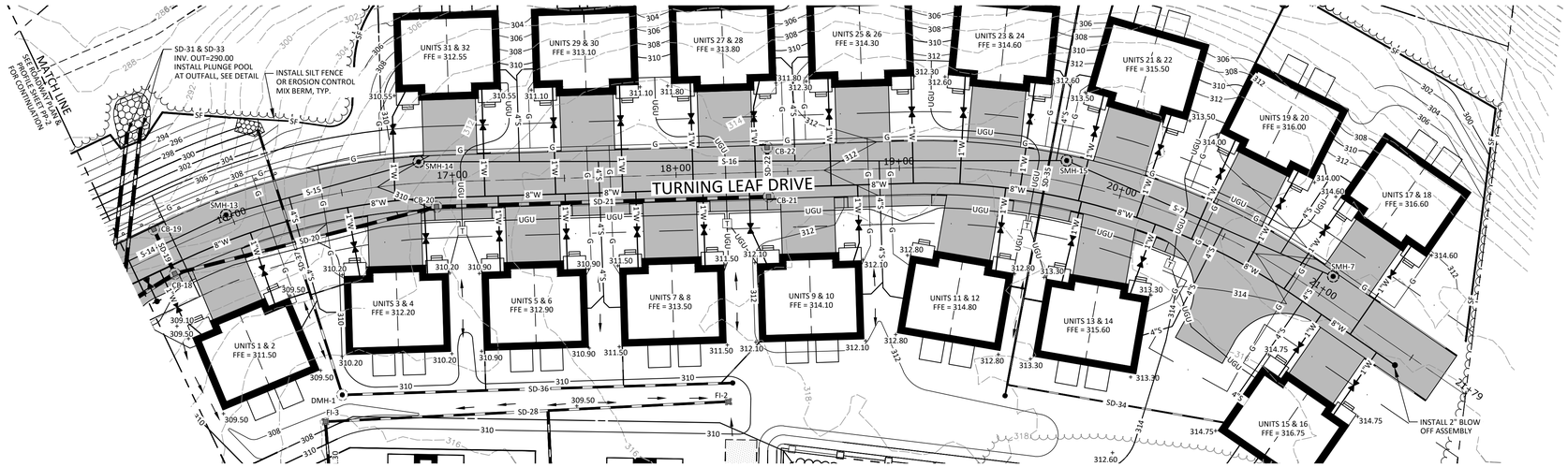
TURNING LEAF DRIVE, DRIVE IN LANE & COMMONS AVENUE
WINDHAM, MAINE

FOR RECORD OWNER:
GATEWAY DEVELOPMENT, LLC
4 COMMONS AVENUE - SUITE 12
WINDHAM, ME 04062

20013	JOB NUMBER:
1" = 30'	SCALE:
5-18-2026	DATE:
SHEET 13 OF 19	
PP-2	

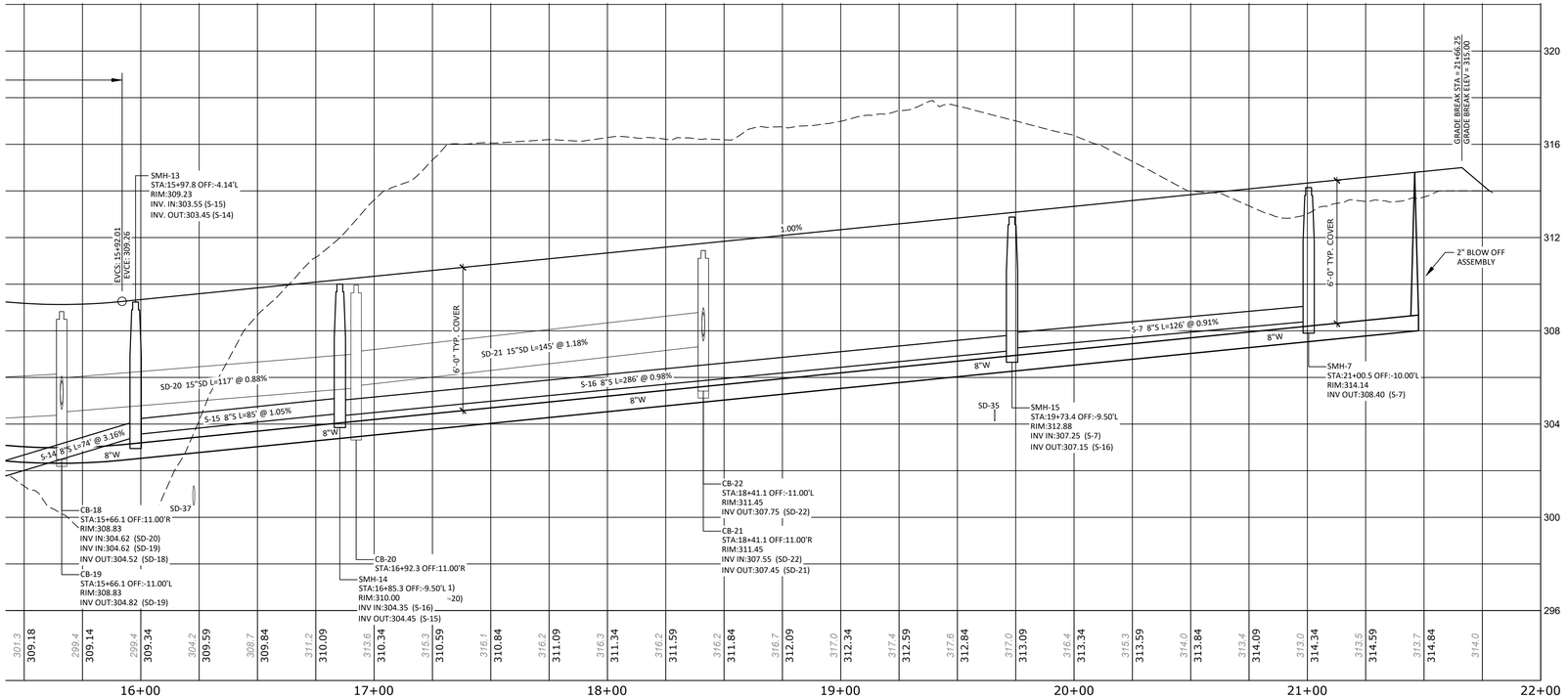
CONSTRUCTION NOTES:

1. HORIZONTAL DATUM: MAINE STATE PLANE, WEST ZONE, NAD83, U.S. FEET BASED ON BOUNDARY AND TOPOGRAPHIC SURVEY OF TURNING LEAF DRIVE, WINDHAM, MAINE FOR BAKER BROOK CREAMERY, LLC AS PREPARED BY SURVEY, INC.
2. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). TOPOGRAPHIC FEATURES SHOWN HEREON ARE BASED ON ON THE GROUND SURVEY AND 2-FOOT LIDAR OBTAINED FROM THE MAINE OFFICE OF GIS.
3. ELECTRICAL SERVICES SHOWN INCLUDING, BUT NOT LIMITED TO, TRANSFORMERS AND CONDUIT LOCATIONS ARE THE ENGINEER'S SUGGESTED LOCATIONS BUT MUST BE COORDINATED WITH CENTRAL MAINE POWER COMPANY. REFER TO PLANS ISSUED BY CMP FOR APPROVED LOCATIONS OF ELECTRICAL INFRASTRUCTURE
4. PRIOR TO CONSTRUCTION, THE OWNER SHALL COORDINATE A PRE-CONSTRUCTION MEETING WITH THE TOWN OF WINDHAM. CONTACT THE PLANNING DEPARTMENT TO SCHEDULE THE MEETING AND COORDINATE ANY OTHER REQUIRED PRE-CONSTRUCTION ACTIVITIES.
5. TURNING LEAF DRIVE AND DRIVE-IN LANE ARE INTENDED TO BE PUBLIC ROADS UPON MUNICIPAL ACCEPTANCE. CONTACT THE TOWN OF WINDHAM TO COORDINATE ANY REQUIRED INSPECTION OF ROADWAYS, STORMWATER INFRASTRUCTURE, UTILITIES OR OTHER RELATED CONSTRUCTION ACTIVITIES.
6. EXISTING UTILITIES SHOWN HEREON ARE BASED ON LOCATING VISUAL EVIDENCE DURING A FIELD SURVEY OF EXISTING CONDITIONS. OTHER UTILITIES MAY BE PRESENT THAT ARE NOT SHOWN ON THIS PLAN. PRIOR TO CONSTRUCTION, THE CONTRACTOR/OWNER IS RESPONSIBLE FOR CONTACTING DIG SAFE.
7. ALL WATER MAIN PIPE SHALL BE 8" DIA. CLASS 52 DUCTILE IRON PIPE OR APPROVED ALTERNATIVE BY THE PORTLAND WATER DISTRICT. CONTRACTOR/OWNER SHALL COORDINATE WITH THE PORTLAND WATER DISTRICT PRIOR TO ORDERING MATERIALS AND INSTALLING WATER INFRASTRUCTURE.
8. ALL STORM DRAIN PIPE SHALL BE HDPE DUAL WALL N-12 PIPE AS MANUFACTURED BY ADVANCED DRAINAGE SYSTEMS (ADS) OR APPROVED EQUAL. ALL CATCH BASINS AND DRAIN MANHOLES SHALL BE 48" INSIDE DIAMETER CONCRETE STRUCTURES UNLESS OTHERWISE NOTED.
9. ALL SANITARY SEWER PIPE WITHIN THE ROAD RIGHT OF WAY SHALL BE PVC SDR 35. SANITARY SEWER PIPE WITHIN GRASSED AREAS CAN BE EITHER SDR 35 PVC OR SCHEDULE 40 PVC PIPE. ALL SEWER MANHOLES SHALL BE 48" INSIDE DIAMETER CONCRETE STRUCTURES UNLESS OTHERWISE NOTED.



ROAD PLAN VIEW: TURNING LEAF DRIVE

SCALE: 1"=30'



ROAD PROFILE: TURNING LEAF DRIVE

SCALE: HORIZ.: 1"=30'
VERT.: 1"=3'

GRAPHIC SCALE
0 15 30 60
1" = 30'

LEGEND

EXISTING	PROPOSED
PROPERTY LINE/R.O.W.	
ABUTTER PROPERTY LINE	
EASEMENT LINE	
CENTERLINE	
BUILDING	
EDGE OF PAVEMENT/CURB	
EDGE OF GRAVEL	
EDGE OF CONCRETE	
SIGN	
CONTOUR LINE	200 — 201
TREELINE	
RETAINING WALL	
TEST PIT	
CATCHBASIN	
DRAINAGE MANHOLE	
CULVERT/STORMDRAIN	
UNDERDRAIN	UD
SEWER MANHOLE	
SANITARY SEWER PIPE	S
FORCE MAIN	FM
WATER MAIN	W
WATER VALVE	
HYDRANT	
AIR RELEASE	
UTILITY POLE	
LIGHT POLE	
OVERHEAD UTILITIES	
UNDERGROUND UTILITIES	UGU
TRANSFORMER PAD	T
GAS MAIN	G
GAS VALVE	
RIPRAP	
SILT FENCE	SF

PERMITTING PLAN
NOT FOR CONSTRUCTION

STATE OF MAINE — JAYSON R. HAGER — No. 13420 — LICENSED PROFESSIONAL ENGINEER — 5-18-2026

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 591-5055

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F	5-18-26	DMR	FINAL PLAN REVIEW

ROADWAY PLAN & PROFILE: TURNING LEAF DRIVE

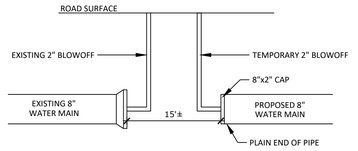
TURNING LEAF HEIGHTS
TURNING LEAF DRIVE AND DRIVE-IN LANE
WINDHAM, MAINE

FOR:
GATEWAY DEVELOPMENT, LLC
4 COMMONS AVENUE - SUITE 12
WINDHAM, ME 04062

20013	JOB NUMBER:
1" = 30'	SCALE:
5-18-2026	DATE:
SHEET 14 OF 19	
PP-3	

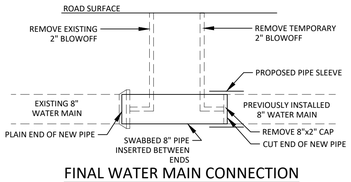
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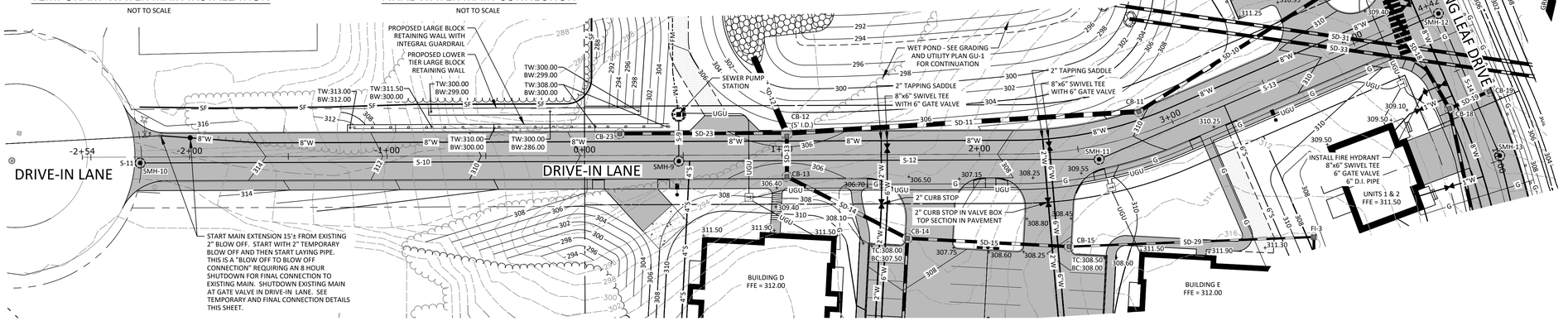
TEMPORARY WATER MAIN INSTALLATION

NOT TO SCALE



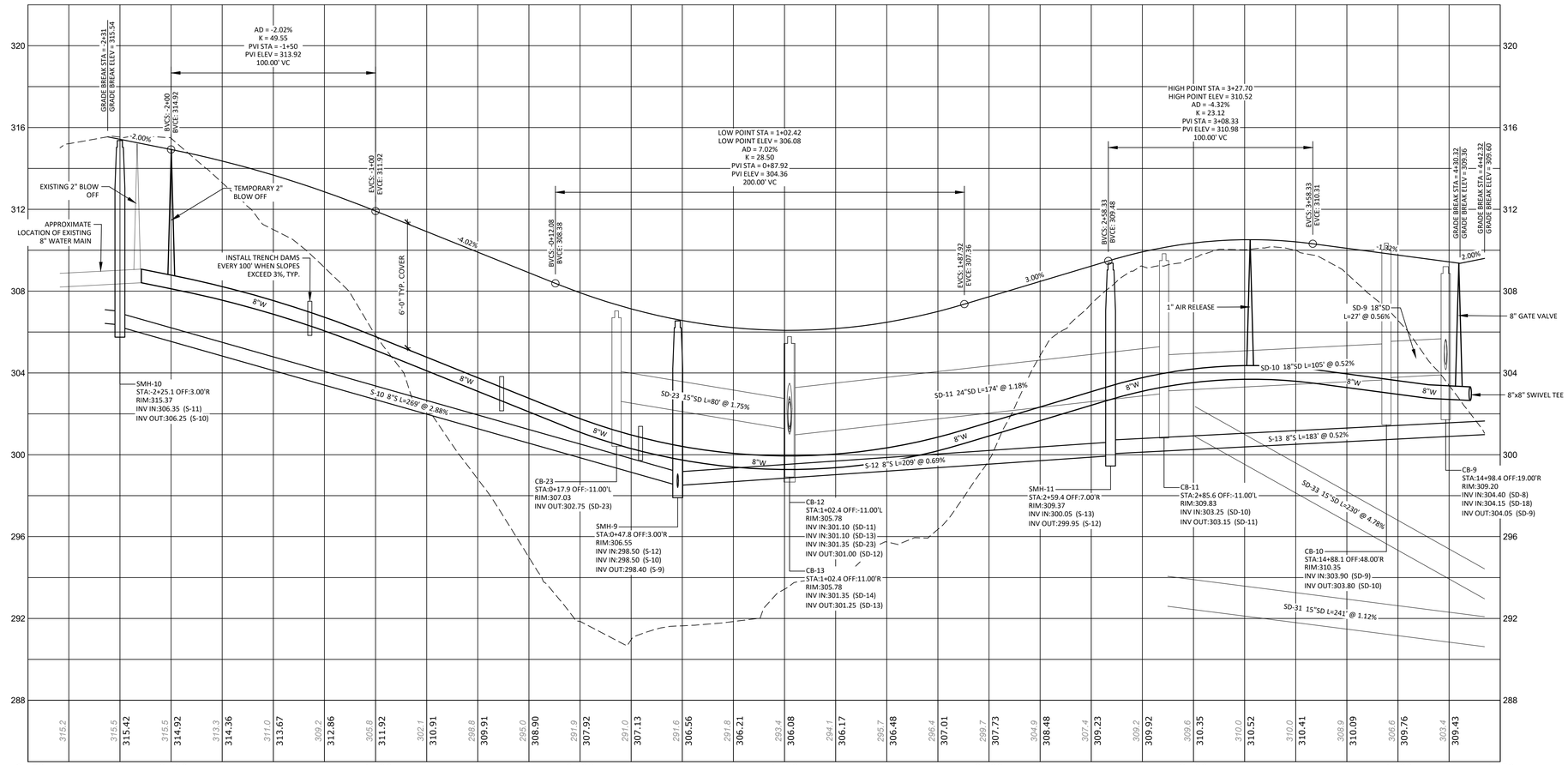
FINAL WATER MAIN CONNECTION

NOT TO SCALE



ROAD PLAN VIEW: DRIVE-IN LANE

SCALE: 1"=30'



ROAD PROFILE: DRIVE-IN LANE

SCALE: HORIZ.: 1"=30'
VERT.: 1"=3'

GRAPHIC SCALE 1" = 30'

LEGEND

EXISTING	PROPOSED
PROPERTY LINE/R.O.W.	
ABUTTER PROPERTY LINE	
EASEMENT LINE	
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BUILDING	
EDGE OF PAVEMENT/CURB	
EDGE OF GRAVEL	
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CATCHBASIN	
DRAINAGE MANHOLE	
CULVERT/STORMDRAIN	
UNDERDRAIN	UD
SEWER MANHOLE	
SANITARY SEWER PIPE	S
FORCE MAIN	FM
WATER MAIN	W
WATER VALVE	
HYDRANT	
AIR RELEASE	
UTILITY POLE	
LIGHT POLE	
OVERHEAD UTILITIES	
UNDERGROUND UTILITIES	UGU
TRANSFORMER PAD	T
GAS MAIN	G
GAS VALVE	
RIPRAP	
SILT FENCE	SF

PERMITTING PLAN NOT FOR CONSTRUCTION

STATE OF MAINE — JAYSON R. HIGGINS — No. 13428 — LICENSED PROFESSIONAL ENGINEER — 5-18-2026

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 591-5055

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ROADWAY PLAN & PROFILE - DRIVE-IN LANE

TURNING LEAF HEIGHTS

TURNING LEAF DRIVE AND DRIVE-IN LANE
WINDHAM, MAINE

FOR:
GATEWAY DEVELOPMENT, LLC
4 COMMONS AVENUE - SUITE 12
WINDHAM, ME 04062

20013	JOB NUMBER:
1" = 30'	SCALE:
5-18-2026	DATE:
SHEET 15 OF 19	
PP-4	

EROSION AND SEDIMENTATION CONTROL NOTES:

EXCAVATION AND EARTHWORK SHALL BE COMPLETED SUCH THAT NO MORE THAN 1 ACRE OF THE SITE IS WITHOUT STABILIZATION AT ANY ONE TIME. LIMIT THE EXPOSED AREA TO THOSE AREAS IN WHICH WORK IS TO OCCUR DURING THE FOLLOWING 15 DAYS AND THAT CAN BE MULCHED IN ONE DAY.

IN ORDER TO EFFECTIVELY PREVENT AND CONTROL EROSION RELATED TO SOIL DISTURBANCE, THE FOLLOWING BEST MANAGEMENT PRACTICES (BMPS) SHALL BE EMPLOYED:

1. POLLUTION PREVENTION

MINIMIZE DISTURBED AREAS AND PROTECT NATURAL DOWNGRADIENT BUFFER AREAS TO THE EXTENT PRACTICABLE. CONTROL STORMWATER VOLUME AND VELOCITY WITHIN THE SITE TO MINIMIZE SOIL EROSION. MINIMIZE THE DISTURBANCE OF STEEP SLOPES. CONTROL STORMWATER DISCHARGES, INCLUDING BOTH PEAK FLOW RATES AND VOLUME, TO MINIMIZE EROSION AT OUTLETS. THE DISCHARGE MAY NOT RESULT IN EROSION OF ANY OPEN DRAINAGE CHANNELS, SWALES, STREAM CHANNELS OR STREAM BANKS, UPLAND, OR COASTAL OR FRESHWATER WETLANDS OFF THE PROJECT SITE.

WHENEVER PRACTICABLE, NO DISTURBANCE ACTIVITIES SHOULD TAKE PLACE WITHIN 50 FEET OF ANY PROTECTED NATURAL RESOURCE. IF DISTURBANCE ACTIVITIES TAKE PLACE BETWEEN 30 FEET AND 50 FEET OF ANY PROTECTED NATURAL RESOURCE, AND STORMWATER DISCHARGES THROUGH THE DISTURBED AREAS TOWARD THE PROTECTED NATURAL RESOURCE, PERIMETER EROSION CONTROLS MUST BE DOUBLED. IF DISTURBANCE ACTIVITIES TAKE PLACE LESS THAN 30 FEET FROM ANY PROTECTED NATURAL RESOURCE, AND STORMWATER DISCHARGES THROUGH THE DISTURBED AREAS TOWARD THE PROTECTED NATURAL RESOURCE, PERIMETER EROSION CONTROLS MUST BE DOUBLED AND DISTURBED AREAS MUST BE TEMPORARILY OR PERMANENTLY STABILIZED WITHIN 7 DAYS.

2. TEMPORARY SOIL STABILIZATION BMPS

TEMPORARY MULCHING SHALL BE APPLIED IMMEDIATELY TO ANY AREAS THAT HAVE BEEN TEMPORARILY OR PERMANENTLY SEEDED. ANY DISTURBED SOIL WITHIN 75' OF A STREAM, WATER BODY OR WETLAND MUST RECEIVE TEMPORARY MULCH WITHIN 48 HOURS FOLLOWING DISTURBANCE AND BEFORE ANY STORM EVENT. ALL OTHER AREAS SHALL RECEIVE TEMPORARY MULCH WITHIN 7 DAYS OF DISTURBANCE. AREAS WHICH CANNOT BE SEEDED DURING THE GROWING SEASON SHALL BE MULCHED FOR OVER-WINTER PROTECTION. THE FOLLOWING ARE ACCEPTABLE TEMPORARY MULCHING METHODS:

HAY OR STRAW MULCHES NEED TO BE AIR-DRIED, FREE OF UNDESIRABLE SEEDS AND COARSE MATERIALS. APPLICATION RATE MUST BE 2 BALES (70-90 POUNDS) PER 1000 SQ FT OR 1.5 TO 2 TONS (90-100 BALES) PER ACRE TO COVER 75-90% OF THE GROUND SURFACE. HAY OR STRAW CAN BE DRIVEN INTO THE GROUND WITH TRACKED EQUIPMENT IF SLOPES ARE LESS THAN 3%, OR CAN BE ANCHORED WITH JUTE, WOOD FIBER OR PLASTIC NETTING ON STEEPER SLOPES.

EROSION CONTROL MIX MUST CONSIST PRIMARILY OF ORGANIC MATERIAL AND WILL INCLUDE ANY OF THE FOLLOWING: SHREDDED BARK, STUMP GRINDINGS, COMPOSTED BARK OR OTHER ACCEPTABLE PRODUCTS BASED ON A SIMILAR RAW SOURCE. WOOD OR BARK CHIPS, GROUND CONSTRUCTION DEBRIS OR REPROCESSED WOOD PRODUCTS ARE NOT ACCEPTABLE. EROSION CONTROL MIX CAN BE USED AS A STAND-ALONE REINFORCEMENT ON SLOPES OF 2 HORIZONTAL TO 1 VERTICAL OR LESS AND DRAINING IN SHEET FLOW. IT CAN BE PLACED WITH A HYDRAULIC BUCKET, WITH A PNEUMATIC BLOWER OR BY HAND, AND MUST PROVIDE 100% SOIL COVERAGE.

EROSION CONTROL MIX SHALL MEET THE FOLLOWING SPECIFICATIONS:
-ORGANIC MATTER CONTENT SHALL BE BETWEEN 80-100%, DRY WEIGHT BASIS.
-PARTICLE SIZE BY WEIGHT SHALL BE 100% PASSING A 6 IN. SCREEN AND BETWEEN 70-85% PASSING 0.75 IN. SCREEN
-ORGANIC PORTION NEEDS TO BE FIBROUS AND ELONGATED
-LARGE PORTIONS OF SILTS, CLAYS OR FINE SANDS ARE NOT ACCEPTABLE IN THE MIX

WHEN USED AS MULCH, THE THICKNESS OF THE ERISION CONTROL MIX IS BASED UPON THE FOLLOWING:

LENGTH OF SLOPE	3:1 SLOPE OR LESS	BETWEEN 2:1 AND 3:1 SLOPE
LESS THAN 20 FT	2.0 IN.	4.0 IN.
BETWEEN 20 - 60 FT	3.0 IN.	5.0 IN.
BETWEEN 60 - 100 FT	4.0 IN.	6.0 IN.

CHEMICAL MULCHES AND SOIL BINDERS MAY BE USED AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL CONSULT WITH THE MANUFACTURER TO DETERMINE ADEQUATE APPLICATION RATES AND METHODS.

TEMPORARY MULCH SHALL BE INSPECTED FOLLOWING ANY SIGNIFICANT RAINFALL EVENT. IF LESS THAN 90% OF THE SOIL SURFACE IS COVERED BY MULCH, ADDITIONAL MULCH SHALL BE IMMEDIATELY APPLIED. ERISION CONTROL MATS AND MULCH ANCHORING MUST BE INSPECTED AFTER RAINFALL EVENTS FOR DISLOCATION OR FAILURE, AND REPAIRED IMMEDIATELY. INSPECTIONS SHALL TAKE PLACE UNTIL 95% OF THE SOIL SURFACE IS COVERED WITH PERMANENT VEGETATION. WHERE MULCH IS USED WITH ORNAMENTAL PLANTINGS, INSPECT PERIODICALLY THROUGHOUT THE YEAR TO DETERMINE IF MULCH IS MAINTAINING COVERAGE OF THE SOIL SURFACE, AND REPAIR AS NEEDED.

TEMPORARY VEGETATION SHALL BE ESTABLISHED ON SOILS THAT WILL NOT BE BROUGHT TO FINAL GRADE FOR A PERIOD OF MORE THAN 30 DAYS. IF TEMPORARY VEGETATION CANNOT BE ESTABLISHED PRIOR TO OCTOBER 15, TEMPORARY MULCH SHALL BE APPLIED THROUGH THE WINTER AND TEMPORARY VEGETATION SHALL BE PLANTED AT THE BEGINNING OF THE GROWING SEASON THE FOLLOWING YEAR. TO PREPARE THE SEEDBED, THE CONTRACTOR SHALL APPLY FERTILIZER AT A RATE OF 600 POUNDS PER ACRE OF 10-10-10 (N-P2O5-K2O) OR EQUIVALENT AND LIMESTONE AT A RATE OF 3 TONS PER ACRE, IF NECESSARY. LOOSEN SOIL TO A DEPTH OF 2 INCHES IN AREAS THAT HAVE BEEN COMPACTED BY CONSTRUCTION ACTIVITIES. GRASS SEED SHALL BE SELECTED BASED UPON THE TIME OF YEAR THE PLANTING WILL TAKE PLACE AS SUMMARIZED IN THE FOLLOWING TABLE:

SEED	LB. PER ACRE	RECOMMENDED SEEDING DATES
WINTER RYE	112	8/15 - 10/1
OATS	80	4/1 - 7/1 8/15 - 9/15
ANNUAL RYEGRASS	40	4/1 - 7/1 8/15 - 9/15

TEMPORARY SEEDING SHALL BE PERIODICALLY INSPECTED TO MAINTAIN AT LEAST 95% VEGETATIVE COVER OF SOIL SURFACE. IF ANY EVIDENCE OF EROSION OR SEDIMENTATION IS APPARENT, REPAIRS SHALL BE MADE AND OTHER TEMPORARY MEASURES SHALL BE USED IN THE INTERIM SUCH AS TEMPORARY MULCH, FILTER BARRIERS, ETC.

3. SEDIMENT BARRIER BMPS

PRIOR TO CONSTRUCTION TEMPORARY SEDIMENT BARRIERS SHALL BE INSTALLED AT THE DOWNGRADIENT EDGE OF ANY AREA TO BE DISTURBED AND ADJACENT TO ANY DRAINAGE CHANNELS WITHIN THE DISTURBED AREA . SEDIMENT BARRIERS INCLUDE ANY OF THE FOLLOWING:

FILTER BARRIER FENCE, ALSO CALLED SILT FENCE, SHALL BE INSTALLED WHERE SHOWN ON THE PLANS AND IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS. THE FILTER FABRIC SHALL BE A PERVIOUS SHEET OF PROPYLENE, NYLON, POLYESTER OR ETHYLENE YARN AND SHALL PROVIDE A MINIMUM OF 6 MONTHS USABLE CONSTRUCTION LIFE INCLUDING PROTECTION AGAINST ULTRA-VIOLET LIGHT. THE HEIGHT OF THE FENCE SHALL NOT EXCEED 36 INCHES INSTALLED AND POST SPACING SHALL NOT EXCEED 6 FEET. JOINTS IN THE FENCE SHALL BE AVOIDED TO THE EXTENT POSSIBLE, AND IF NECESSARY SHALL BE SPLICED TOGETHER AT A SUPPORT POST WITH A MINIMUM 6 INCH OVERLAP. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 6 INCHES WIDE AND 6 INCHES DEEP, AND THE BOTTOM 6-8 INCHES OF FABRIC SHALL BE "TOED-IN" TO THE TRENCH AND COMPACTED. THE TRENCH SHOULD BE UPHILL OF THE FABRIC PRIOR TO BURIAL.

EROSION CONTROL MIX BERMS ARE LINEAR BARRIERS COMPOSED OF EROSION CONTROL MIX AS SPECIFIED ABOVE. THE BERM MUST BE A MINIMUM OF 12 INCHES TALL AND 24 INCHES WIDE AT THE BASE IF UPHILL SLOPES ARE LESS THAN 5%. STEEPER SLOPES OR SLOPES GREATER THAN 20 FEET LONG MAY REQUIRE A LARGER WIDTH BERM. EROSION CONTROL MIX BERMS SHALL BE PROHIBITED AT THE BASE OF A LONG OR STEEP SLOPE (8% OR GREATER) WITHOUT THE ADDITIONAL SUPPORT OF A FILTER FENCE INSTALLED ON THE DOWNHILL SIDE OF THE BERM.

SEDIMENT BARRIERS SHOULD BE INSTALLED DOWNGRADIENT OF SOIL OR SEDIMENT STOCKPILES AND STORMWATER PREVENTED RUNNING ONTO THE STOCKPILE. SEDIMENT BARRIERS SHALL BE INSPECTED AFTER ANY SIGNIFICANT RAINFALL EVENT AND REPAIRED IMMEDIATELY IF THERE ARE ANY SIGNS OF EROSION OR SEDIMENTATION BELOW THE BARRIERS. IF THERE ARE SIGNS OF UNDERCUTTING AT THE CENTER OR EDGES OF THE BARRIER, OR IF LARGE VOLUMES OF WATER ARE IMPOUNDED BEHIND THE BARRIER, IT MAY BE NECESSARY TO INSTALL A SEDIMENT BASIN UPGRADIENT OF THE SEDIMENT BARRIER. SEDIMENT SHALL BE REMOVED ONCE IT REACHES HALF THE BARRIER HEIGHT. AFTER THE BARRIER IS REMOVED, ANY REMAINING SILT SHALL EITHER BE REMOVED OR GRADED TO CONFORM WITH THE EXISTING TOPOGRAPHY AND VEGETATED.

TEMPORARY EROSION CONTROL MEASURES ARE REMOVED ONCE THE SITE IS PERMANENTLY STABILIZED AND CONSTRUCTION ACTIVITY HAS BEEN COMPLETED.

4. STORM DRAIN INLET PROTECTION

STORM DRAIN INLETS THAT ARE MADE OPERATIONAL BEFORE THEIR DRAINAGE AREA IS STABILIZED SHALL BE PROTECTED WITH A FILTER UNTIL THE DRAINAGE AREA IS EITHER PAVED OR STABILIZED WITH 95% VEGETATIVE GROWTH. THE FOLLOWING ARE ACCEPTABLE BMPS ASSOCIATED WITH STORM DRAIN INLET PROTECTION:

MANUFACTURED SEDIMENT FILTERS ARE THE PREFERRED METHOD FOR PROTECTING CATCH BASIN INLETS IN PAVED OR GRAVEL ROADWAYS. THE FILTERS TYPICALLY CONSIST OF A FABRIC OR OTHER PERVIOUS MATERIAL THAT IS PLACED ABOVE OR BELOW THE GRATE THAT TRAPS SEDIMENT ON THE SURFACE AND ALLOWS WATER TO FLOW THROUGH THE GRATE. CONSIDERATIONS SUCH AS WEATHER CONDITIONS, SLOPES, TRIBUTARY WATERSHED AREA AND EXPECTED SEDIMENT ACCUMULATION SHOULD BE FACTORED INTO MAKING A DECISION ON ANY PARTICULAR PRODUCT, AND THE MANUFACTURER'S RECOMMENDATIONS ON INSTALLATION AND MAINTENANCE SHALL BE STRICTLY ADHERED TO.

5. STABILIZED CONSTRUCTION ENTRANCE/EXIT

TO REDUCE THE TRACKING OF SEDIMENT ONTO ROADWAYS, A STABILIZED CONSTRUCTION EXIT SHALL BE INSTALLED AT ALL POINTS OF EGRESS WHERE VEHICLES MAY TRAVEL FROM THE PROJECT SITE TO A PUBLIC ROAD OR OTHER PAVED AREA. THE STONE PAD SHALL CONSIST OF A MINIMUM 6-INCH DEPTH OF 2-3 INCH CRUSHED STONE, AND SHALL BE PLACED ON A GEOTEXTILE FABRIC. THE PAD SHALL EXTEND AT LEAST 50 FEET INTO THE PROJECT SITE AND BE A MINIMUM OF 10 FEET WIDE. THE EXIT SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY, AND THE CONTRACTOR SHALL SWEEP PAVEMENT AT EXITS THAT HAVE EXPERIENCED ANY MUD-TRACKING PRIOR TO THE NEXT STORM EVENT. MAINTAIN THE PAD UNTIL ALL DISTURBED AREAS ARE STABILIZED.

INSPECTION & MAINTENANCE NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE ALL CONSTRUCTION OPERATIONS COMPLY WITH THE INSPECTION AND MAINTENANCE PROCEDURES FOR THE PROJECT, INCLUDING, BUT NOT LIMITED TO THOSE INCLUDED IN THIS PLAN SET, THE "INSPECTION, MAINTENANCE, AND HOUSEKEEPING PLAN", AND THE "MAINE EROSION AND SEDIMENTATION CONTROL PRACTICES FIELD GUIDE FOR CONTRACTORS". INSPECTION SHALL OCCUR ON ALL DISTURBED AND IMPERVIOUS AREAS, EROSION CONTROL MEASURES, MATERIAL STORAGE AREAS THAT ARE EXPOSED TO PRECIPITATION, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE. THESE AREAS SHALL BE INSPECTED AT LEAST ONCE A WEEK AS WELL AS 24 HOURS BEFORE AND AFTER A STORM EVENT GENERATING MORE THAN 0.5 INCH OF RAINFALL OVER A 24-HOUR PERIOD AND PRIOR TO COMPLETING PERMANENT STABILIZATION MEASURES. A PERSON WITH KNOWLEDGE OF EROSION AND STORMWATER CONTROL, INCLUDING THE STANDARDS AND CONDITIONS IN THE PERMIT, SHALL CONDUCT THE INSPECTIONS.

2. EROSION CONTROLS SHALL BE MAINTAINED IN EFFECTIVE OPERATING CONDITION UNTIL AREAS ARE PERMANENTLY STABILIZED. IF BEST MANAGEMENT PRACTICES (BMPS) NEED TO BE REPAIRED, THE REPAIR WORK SHOULD BE INITIATED UPON DISCOVERY OF THE PROBLEM BUT NO LATER THAN THE END OF THE NEXT WORKDAY. IF BMPS NEED TO BE MAINTAINED OR MODIFIED, ADDITIONAL BMPS ARE NECESSARY, OR OTHER CORRECTIVE ACTION IS NEEDED, IMPLEMENTATION MUST BE COMPLETED WITHIN SEVEN CALENDAR DAYS AND PRIOR TO ANY RAINFALL EVENT.

3. A REPORT SUMMARIZING THE INSPECTIONS AND ANY CORRECTIVE ACTION TAKEN MUST BE MAINTAINED ON SITE. THE LOG MUST INCLUDE THE NAME(S) AND QUALIFICATIONS OF THE PERSON MAKING THE INSPECTIONS; THE DATE(S) OF THE INSPECTIONS; AND THE MAJOR OBSERVATIONS ABOUT THE OPERATION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS, MATERIALS STORAGE AREAS, AND VEHICLE ACCESS POINTS TO THE PARCEL. MAJOR OBSERVATIONS MUST INCLUDE BMPS THAT NEED MAINTENANCE, BMPS THAT FAILED TO OPERATE AS DESIGNED OR PROVED INADEQUATE FOR A PARTICULAR LOCATION, AND LOCATION(S) WHERE ADDITIONAL BMPS ARE NEEDED. FOR EACH BMP REQUIRING MAINTENANCE, BMP NEEDING REPLACEMENT, AND LOCATION NEEDING ADDITIONAL BMPS, NOTE IN THE LOG THE CORRECTIVE ACTION TAKEN AND WHEN IT WAS TAKEN. THE LOG MUST BE MADE ACCESSIBLE TO MDEP AND TOWN STAFF, AND A COPY MUST BE PROVIDED UPON REQUEST. THE OWNER SHALL RETAIN A COPY OF THE LOG FOR A PERIOD OF AT LEAST THREE YEARS FROM THE COMPLETION OF PERMANENT STABILIZATION.

6. DUST CONTROL

THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST ON THE PROJECT SITE AND ON ADJACENT ROADWAYS. EXPOSED SOIL SURFACES SHALL BE MOISTENED PERIODICALLY WITH ADEQUATE WATER TO CONTROL DUST. GRAVEL SURFACES SHALL EITHER BE TREATED WITH AN APPLICATION OF CALCIUM CHLORIDE OR COVERED WITH CRUSHED STONE IF DUST CONTROL BECOMES DIFFICULT WITH NORMAL WATER APPLICATIONS.

7. LAND GRADING AND SLOPE PREPARATION

GRADING SHALL BE PLANNED SO AS TO MINIMIZE THE LENGTH OF TIME BETWEEN INITIAL SOIL EXPOSURE AND FINAL GRADING. ON LARGE PROJECTS THIS SHOULD BE ACCOMPLISHED BY PHASING THE OPERATION AND COMPLETING THE FIRST PHASE UP TO FINAL GRADING AND SEEDING BEFORE STARTING THE NEXT PHASE. ANY EXPOSED AREA THAT WILL NOT BE FINISH GRADED WITHIN 7 DAYS SHALL BE TREATED WITH MULCH OR PLANTED WITH TEMPORARY VEGETATION. PROVISIONS SHALL BE MADE TO SAFELY CONVEY SURFACE RUNOFF TO STORM DRAINS, PROTECTED OUTLETS OR TO STABLE WATER COURSES TO ENSURE THAT SURFACE RUNOFF WILL NOT DAMAGE SLOPES OR OTHER GRADED AREAS. CUT AND FILL SLOPES THAT ARE TO BE STABILIZED WITH GRASS SHALL NOT BE STEEPER THAN 2:1. AREAS TO BE FILLED SHALL BE CLEARED, GRUBBED AND STRIPPED OF TOPSOIL TO REMOVE TREES, VEGETATION, ROOTS OR OTHER OBJECTIONABLE MATERIALS. AREAS SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 3 INCHES PRIOR TO PLACEMENT OF TOPSOIL. ALL FILLS SHALL BE COMPACTED AS REQUIRED TO REDUCE EROSION, SLIPPAGE, SETTLEMENT, SUBSIDENCE OR OTHER RELATED PROBLEMS. FILL INTENDED TO SUPPORT BUILDINGS, STRUCTURES AND CONDUITS, ETC. SHALL BE COMPACTED IN ACCORDANCE WITH LOCAL REQUIREMENTS OR CODES. ALL FILLS SHALL BE PLACED AND COMPACTED IN LAYERS NOT TO EXCEED 8 INCHES IN THICKNESS. FILL MATERIAL SHALL BE FREE OF STUMPS, BUILDING DEBRIS AND OTHER OBJECTIONABLE MATERIALS THAT WOULD INTERFERE WITH OR PREVENT CONSTRUCTION OF SATISFACTORY LIFTS. FROZEN MATERIAL OR SOFT, MUCKY OR HIGHLY COMPRESSIBLE MATERIALS SHALL NOT BE INCORPORATED INTO FILL SLOPES OR STRUCTURAL FILLS. FILL SHALL NOT BE PLACED ON A FROZEN FOUNDATION. SEEPS OR SPRINGS ENCOUNTERED DURING CONSTRUCTION SHALL BE HANDLED APPROPRIATELY. ALL GRADED AREAS SHALL BE PERMANENTLY STABILIZED IMMEDIATELY FOLLOWING FINISHED GRADING.

8. TOPSOIL

IF POSSIBLE, TOPSOIL SHALL BE STOCKPILED ON THE PROJECT SITE AND REUSED. HIGH QUALITY TOPSOIL SHALL BE FRIABLE AND LOAMY (LOAM, SANDY LOAM, SILT LOAM, SANDY CLAY LOAM, CLAY LOAM), AND SHALL BE FREE OF DEBRIS, TRASH, STUMPS, ROCKS, ROOTS AND NOXIOUS WEEDS. AFTER THE AREAS TO BE TOPSOILED HAVE BEEN BROUGHT TO GRADE, AND IMMEDIATELY PRIOR TO SPREADING THE TOPSOIL, THE SUBGRADE SHALL BE LOOSENED BY SCARIFYING TO A DEPTH OF AT LEAST 2 INCHES TO ENSURE BONDING WITH SUBSOIL. THE TOPSOIL SHALL BE UNIFORMLY DISTRIBUTED TO A MINIMUM COMPACTED DEPTH OF 4 INCHES. ANY IRREGULARITIES IN THE SURFACE RESULTING FROM TOPSOILING OR OTHER OPERATIONS SHALL BE CORRECTED IN ORDER TO PREVENT THE FORMATION OF DEPRESSIONS OR WATER POCKETS. IT IS NECESSARY TO COMPACT THE TOPSOIL ENOUGH TO ENSURE GOOD CONTACT WITH THE UNDERLYING SOIL, BUT UNDUE COMPACTION IS TO BE AVOIDED.

9. PERMANENT SOIL STABILIZATION

IF THE AREA WILL NOT BE WORKED FOR MORE THAN ONE YEAR OR HAS BEEN BROUGHT TO FINAL GRADE, THEN PERMANENTLY STABILIZE THE AREA WITHIN 7 DAYS BY PLANTING VEGETATION, SEEDING, SOD, OR THROUGH THE USE OF PERMANENT MULCH, OR RIPRAP, OR ROAD SUB-BASE. IF USING VEGETATION FOR STABILIZATION, SELECT THE PROPER VEGETATION FOR THE LIGHT, MOISTURE, AND SOIL CONDITIONS; AMEND AREAS OF DISTURBED SUBSOILS WITH TOPSOIL, COMPOST, OR FERTILIZERS; PROTECT SEEDED AREAS WITH MULCH OR, IF NECESSARY, EROSION CONTROL BLANKETS; AND SCHEDULE SODDING, PLANTING, AND SEEDING SO TO AVOID DIE-OFF FROM SUMMER DROUGHT AND FALL FROSTS. NEWLY SEEDED OR SODDED AREAS MUST BE PROTECTED FROM VEHICLE TRAFFIC, EXCESSIVE PEDESTRIAN TRAFFIC, AND CONCENTRATED RUNOFF UNTIL THE VEGETATION IS WELL-ESTABLISHED WITH 90% COVER BY HEALTHY VEGETATION. IF NECESSARY, AREAS MUST BE REWORKED AND RESTABILIZED IF GERMINATION IS SPARSE, PLANT COVERAGE IS SPOTTY, OR TOPSOIL EROSION IS EVIDENT. ONE OR MORE OF THE FOLLOWING MAY APPLY TO A PARTICULAR SITE.

SEEDED AREAS: TO PREPARE THE SEEDBED, APPLY 10-20-20 FERTILIZER AT A RATE OF 800 POUNDS PER ACRE AND GROUND LIMESTONE AT A RATE OF 3 TONS PER ACRE. WORK THE FERTILIZER AND LIMESTONE INTO THE TOPSOIL TO A DEPTH OF 4 INCHES AND REMOVE ANY STONES, ROOTS OR OTHER VISIBLE DEBRIS. SELECT A SEED MIXTURE THAT IS APPROPRIATE FOR THE SOIL TYPE AND MOISTURE CONTENT AS FOUND AT THE SITE, AND FOR THE AMOUNT OF SUN EXPOSURE AND FOR LEVEL OF USE. REFER TO THE USDA SOIL CONSERVATION SERVICE OR THE LOCAL SOIL AND WATER CONSERVATION DISTRICT FOR APPROPRIATE SEED MIXTURES. APPLY SEED UNIFORMLY IN ACCORDANCE WITH SUPPLIER RECOMMENDATIONS AND IMMEDIATELY COVER WITH MULCH AS DESCRIBED IN THE TEMPORARY MULCHING SECTION OF THIS PLAN.

HYDROSEEDING SHALL BE DONE IN ACCORDANCE WITH SUPPLIERS RECOMMENDATIONS. FOR SEEDED AREAS TO BE PERMANENTLY STABILIZED, 90% OF THE DISTURBED SOIL SHALL BE COVERED WITH MATURE HEALTHY PLANTS WITH NO EVIDENCE OF WASHING OR RILLING OF THE TOPSOIL.

SOD STRIPS SHALL BE LAID AT RIGHT ANGLES TO DIRECTION OF SLOPE OR FLOW OF WATER STARTING AT LOWEST ELEVATION. JOINTS SHALL BE STAGGERED, AND ALL STRIPS SHALL BE ROLLED OR TAMPED INTO PLACE. ON SLOPES, SOD SHALL BE ANCHORED WITH STAPLES, WIRE OR PINS. IRRIGATE SODDED AREA IMMEDIATELY AFTER INSTALLATION. FOR SODDED AREAS TO BE PERMANENTLY STABILIZED, THE ROOTS OF THE SOD MUST BE COMPLETELY BOUND INTO THE UNDERLYING SOIL WITH NO SLUMPING OF THE SOD OR DIE-OFF.

PERMANENT MULCH IS A LONG TERM COVER THAT PROVIDES A GOOD BUFFER AROUND DISTURBED AREAS. THE EROSION CONTROL MIX SHALL CONSIST PRIMARILY OF ORGANIC MATERIAL AND MAY INCLUDE SHREDDED BARK, STUMP GRINDINGS OR COMPOSTED BARK. WOOD CHIPS, GROUND CONSTRUCTION DEBRIS, REPROCESSED WOOD PRODUCTS OR BARK CHIPS ARE NOT ACCEPTABLE. THE EROSION CONTROL MIX SHALL CONTAIN A WELL-GRADED MIXTURE OF PARTICLE SIZES AND MAY CONTAIN ROCKS LESS THAN 4 INCHES IN DIAMETER. EROSION CONTROL MIX MUST BE FREE OF REFUSE, PHYSICAL CONTAMINANTS AND MATERIAL TOXIC TO PLANT GROWTH.

RIPRAP STONE SHALL CONSIST OF SUB-ANGULAR FIELD STONE OR ROUGH UNEVEN QUARRY STONE OF APPROXIMATELY RECTANGULAR SHAPE. THE DEPTH OF STONE SHALL BE A MINIMUM OF 2.2 TIMES THE MAXIMUM STONE DIAMETER. A GRAVEL OR GEOTEXTILE FILTER BLANKET SHALL BE PLACED BETWEEN THE RIPRAP AND UNDERLYING SOIL SURFACE. GRAVEL FILTER BLANKETS SHALL MEET MDOT TYPE-C UNDERDRAIN MATERIAL SPECIFICATIONS AND BE AT LEAST 6 INCHES THICK. GEOTEXTILE FILTER BLANKETS SHALL BE SPECIFIED BASED ON SITE CONDITIONS. RIPRAP SLOPES SHALL BE TOED INTO THE BASE OF THE EMBANKMENT BY EXCAVATING A TRENCH AT THE BOTTOM OF THE SLOPE AND INSTALLING A STABLE BASE OF RIPRAP TO GRADE.

DITCHES, CHANNELS AND SWALES ARE CONSIDERED PERMANENTLY STABILIZED WHEN THE CHANNEL HAS 90% COVER OF HEALTHY VEGETATION WITH A WELL GRADED RIPRAP LINING, EROSION CONTROL BLANKET, OR WITH ANOTHER NON-EROSIVE LINING SUCH AS CONCRETE OR ASPHALT PAVEMENT. THERE MUST BE NO EVIDENCE OF SLUMPING OF THE CHANNEL LINING, UNDERCUTTING OF THE BANKS, OR DOWNCUTTING OF THE CHANNEL.

10. STORMWATER CHANNELS

EACH CHANNEL SHOULD BE CONSTRUCTED IN SECTIONS SO THAT THE SECTION'S GRADING, SHAPING, AND INSTALLATION OF THE PERMANENT LINING CAN BE COMPLETED THE SAME DAY. IF A CHANNEL'S FINAL GRADING OR LINING INSTALLATION MUST BE DELAYED, THEN DIVERSION BERMS MUST BE USED TO DIVERT STORMWATER AWAY FROM THE CHANNEL, PROPERLY-SPACED CHECK DAMS MUST BE INSTALLED IN THE CHANNEL TO SLOW THE WATER VELOCITY, AND A TEMPORARY LINING INSTALLED ALONG THE CHANNEL TO PREVENT SCOURING.

WINTER EROSION AND SEDIMENTATION CONTROL NOTES:

THE WINTER CONSTRUCTION PERIOD TYPICALLY BEGINS IN EARLY NOVEMBER AND ENDS IN MID APRIL. IF A CONSTRUCTION SITE IS NOT STABILIZED WITH PAVEMENT, A ROAD GRAVEL BASE OR RIPRAP BY NOVEMBER 15 THEN THE SITE NEEDS TO BE PROTECTED WITH OVER-WINTER STABILIZATION. WINTER EXCAVATION AND EARTHWORK SHALL BE COMPLETED SUCH THAT NO MORE THAN 1 ACRE OF THE SITE IS WITHOUT STABILIZATION AT ANY ONE TIME. LIMIT THE EXPOSED AREA TO THOSE AREAS IN WHICH WORK IS TO OCCUR DURING THE FOLLOWING 15 DAYS AND THAT CAN BE MULCHED IN ONE DAY PRIOR TO ANY SNOW EVENT. AN AREA SHALL BE CONSIDERED DENUDED UNTIL THE SUBBASE GRAVEL IS INSTALLED IN THE ROADWAY AREAS OR THE AREAS OF FUTURE LOAM AND SEED HAVE BEEN LOAMED, SEEDED AND MULCHED. A COVER OF EROSION CONTROL MIX IS THE PREFERRED TEMPORARY MULCH DURING WINTER CONDITIONS.

1. NATURAL RESOURCE PROTECTION

ANY AREAS WITHIN 75 FEET FROM ANY REGULATED NATURAL RESOURCES SHALL BE MULCHED BY DECEMBER 1 AND ANCHORED WITH PLASTIC NETTING OR PROTECTED WITH AN EROSION CONTROL COVER. DURING WINTER CONSTRUCTION, A DOUBLE ROW OF SEDIMENT BARRIERS (FOR EXAMPLE, SILT FENCE BACKED WITH HAY BALES OR EROSION CONTROL MIX) WILL BE PLACED BETWEEN ANY REGULATED NATURAL RESOURCE AND THE DISTURBED AREA. PROJECTS CROSSING THE REGULATED NATURAL RESOURCE SHALL BE PROTECTED A MINIMUM DISTANCE OF 100 FEET ON EITHER SIDE FROM THE RESOURCE. EXISTING PROJECTS NOT STABILIZED BY DECEMBER 1 SHALL BE PROTECTED WITH THE SECOND LINE OF SEDIMENT BARRIER TO ENSURE FUNCTIONALITY DURING THE SPRING THAW AND RAINS.

2. SEDIMENT BARRIERS

DURING FROZEN CONDITIONS, SEDIMENT BARRIERS MAY CONSIST OF EROSION CONTROL MIX BERMS OR ANY OTHER RECOGNIZED SEDIMENT BARRIERS AS FROZEN SOIL PREVENTS THE PROPER INSTALLATION OF HAY BALES OR SILT FENCES.

3. MULCHING

ALL AREAS SHALL BE CONSIDERED TO BE DENUDED UNTIL SEEDED AND MULCHED. HAY AND STRAW MULCH SHALL BE APPLIED AT A RATE OF 3 TONS PER ACRE (TWICE THE NORMAL ACCEPTED RATE) AND SHALL BE PROPERLY ANCHORED. EROSION CONTROL MIX MUST BE APPLIED WITH A MINIMUM 4 INCHES THICKNESS. MULCH SHALL NOT BE SPREAD ON TOP OF SNOW. SNOW MUST BE REMOVED DOWN TO A ONE-INCH DEPTH PRIOR TO APPLICATION. AFTER EACH DAY OF FINAL GRADING, THE AREA WILL BE PROPERTY STABILIZED WITH ANCHORED HAY OR STRAW OR EROSION CONTROL MATTING. AN AREA SHALL BE CONSIDERED TO HAVE BEEN STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED OR ADEQUATELY ANCHORED SO THAT GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH. BETWEEN THE DATES OF NOVEMBER 1 AND APRIL 15, ALL MULCH SHALL BE ANCHORED BY EITHER MULCH NETTING, TRACKING OR WOOD CELLULOSE FIBER. THE COVER WILL BE CONSIDERED SUFFICIENT WITH THE GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH. AFTER NOVEMBER 1ST, MULCH AND ANCHORING OF ALL EXPOSED SOIL SHALL OCCUR AT THE END OF EACH FINAL GRADING WORKDAY.

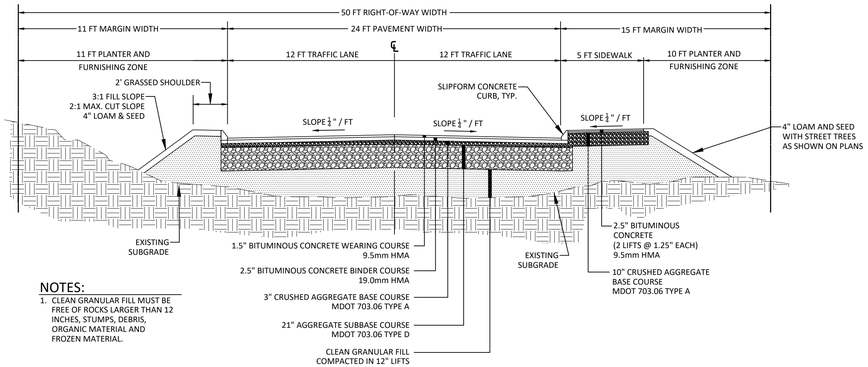
4. SOIL STOCKPILING

STOCKPILES OF SOIL OR SUBSOIL WILL BE MULCHED FOR OVER WINTER PROTECTION WITH HAY OR STRAW AT TWICE THE NORMAL RAT EOR WITH A FOUR-INCH LAYER OF EROSION CONTROL MIX. THIS WILL BE DONE WITHIN 24 HOURS OF STACKING AND RE-ESTABLISHED PRIOR TO ANY RAINFALL OR SNOWFALL. ANY SOIL STOCKPILE WILL NOT BE PLACED WITHIN 100 FEET FROM ANY REGULATED NATURAL RESOURCE.

5. SEEDING

BETWEEN THE DATES OF OCTOBER 15 AND APRIL 1, LOAM OR SEED WILL NOT BE REQUIRED. DURING PERIODS OF ABOVE FREEZING TEMPERATURES FINISHED AREAS SHALL BE FINE GRADED AND EITHER PROTECTED MULCH OR TEMPORARILY SEEDED AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT CAN BE APPLIED. IF THE DATE IS AFTER NOVEMBER 1 AND IF THE EXPOSED AREA HAS BEEN LOOMED, FINAL GRADED WITH A UNIFORM SURFACE, THEN THE AREA MAY BE DORMANT SEEDED AT A RATE OF 3 TIMES HIGHER THAN SPECIFIED FOR PERMANENT SEED AND THEN MULCHED. IF DORMANT SEEDING IS USED, ALL DISTURBED AREAS SHALL RECEIVE 4 INCHES OF LOAM AND SEED AT AN APPLICATION RATE OF 5 LBS PER 1,000 S.F. ALL AREAS INSUFFICIENTLY VEGETATED (LESS THAN 75%) IN THE SPRING SHALL BE REVEGETATED.

6. OVER-WINTER STABILIZATION OF DIT

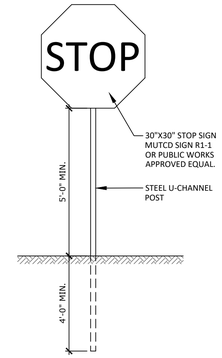


NOTES:

1. CLEAN GRANULAR FILL MUST BE FREE OF ROCKS LARGER THAN 12 INCHES, STUMPS, DEBRIS, ORGANIC MATERIAL AND FROZEN MATERIAL.

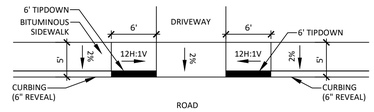
TYPICAL ROADWAY SECTION

NOT TO SCALE



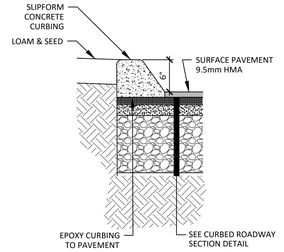
STOP SIGN INSTALLATION

NOT TO SCALE



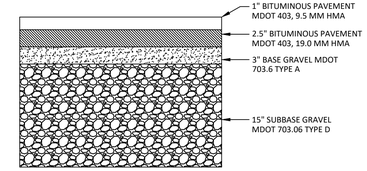
PEDESTRIAN / DRIVEWAY RAMP DETAIL

NOT TO SCALE



TYPICAL CURB SECTION

NOT TO SCALE

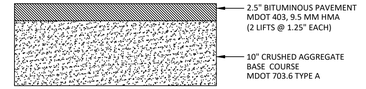


TYPICAL UNIT DRIVEWAY SECTION

NOT TO SCALE

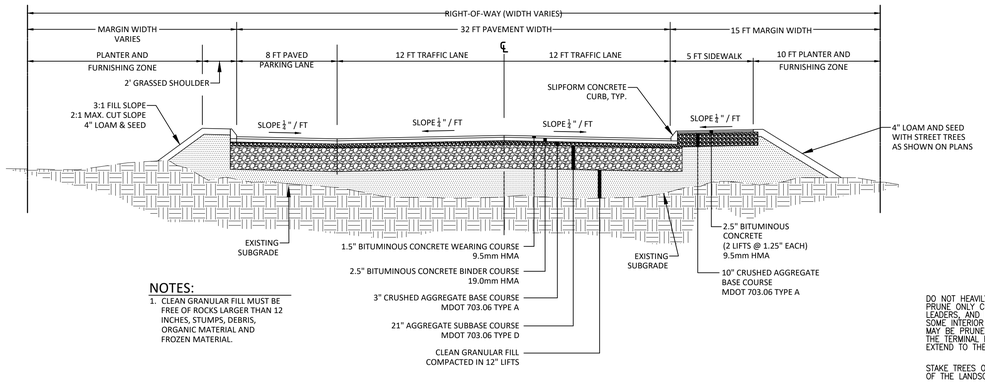
NOTES:

1. CLEAN GRANULAR FILL MUST BE FREE OF ROCKS LARGER THAN 12 INCHES, STUMPS, DEBRIS, ORGANIC MATERIAL AND FROZEN MATERIAL.



TYPICAL PAVED WALKING PATH OR SIDEWALK SECTION

NOT TO SCALE

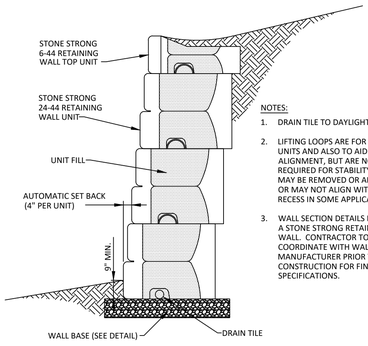


NOTES:

1. CLEAN GRANULAR FILL MUST BE FREE OF ROCKS LARGER THAN 12 INCHES, STUMPS, DEBRIS, ORGANIC MATERIAL AND FROZEN MATERIAL.

TURNING LEAF DRIVE TYPICAL ROADWAY SECTION WITH ON-STREET PARKING ONE SIDE

NOT TO SCALE

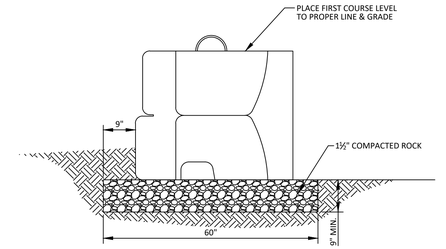


NOTES:

1. DRAIN TILE TO DAYLIGHT.
2. LIFTING LOOPS ARE FOR SETTING UNITS AND ALSO TO AID IN ALIGNMENT, BUT ARE NOT REQUIRED FOR STABILITY. LOOPS MAY BE REMOVED OR ADJUSTED OR MAY NOT ALIGN WITH BOTTOM RECESS IN SOME APPLICATIONS.
3. WALL SECTION DETAILS BASED ON A STONE STRONG RETAINING WALL. CONTRACTOR TO COORDINATE WITH WALL MANUFACTURER PRIOR TO CONSTRUCTION FOR FINAL DESIGN SPECIFICATIONS.

GRAVITY WALL CROSS SECTION

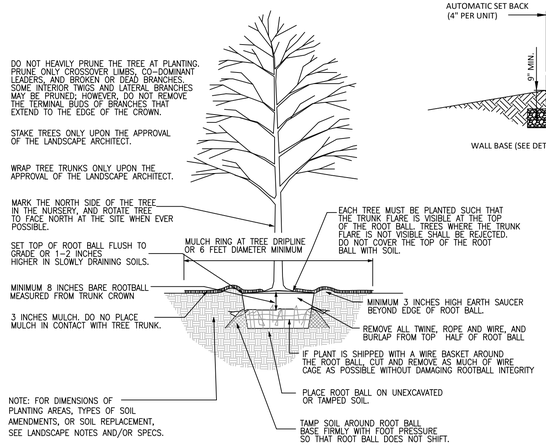
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NOTE: BEARING CONDITIONS SHALL BE OBSERVED BY THE SITE GEOTECHNICAL ENGINEER. BASE DIMENSIONS MAY BE INCREASED TO ADDRESS DEFICIENT SOIL BEARING CONDITIONS.

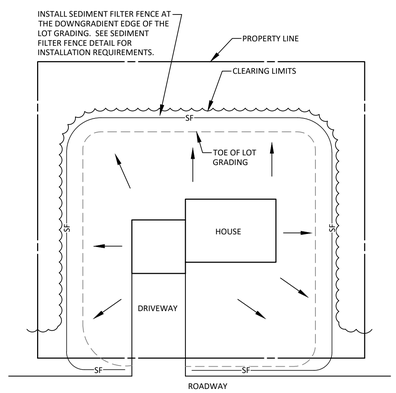
WALL BASE DETAIL

NOT TO SCALE



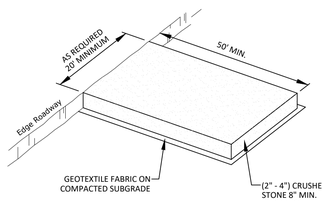
TREE INSTALLATION DETAIL - BALL & BURLAP

NOT TO SCALE



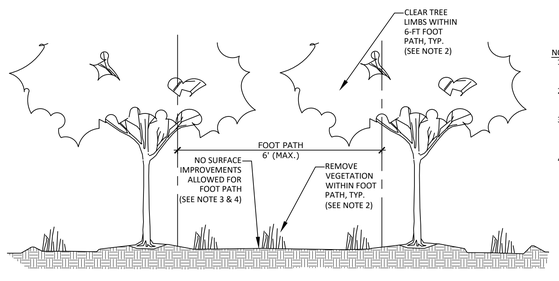
TYPICAL HOUSE LOT EROSION CONTROL DETAIL

NOT TO SCALE



STABILIZED CONSTRUCTION ENTRANCE

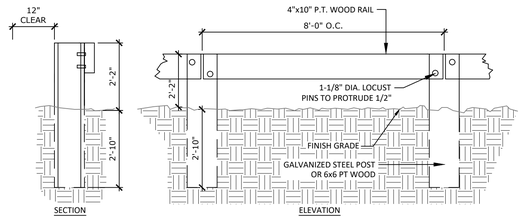
NOT TO SCALE



NOTES:

1. PROPOSED FOOT PATH THROUGH THE OPEN SPACE A SHALL BE LOCATED SUCH THAT NO TREE CLEARING IS REQUIRED.
2. CLEARING FOR FOOT PATH IS LIMITED TO REMOVING BRUSH AND VEGETATION, AND IF NECESSARY TRIMMING OF LIMBS ONLY.
3. FOOT PATH SHALL NOT BE INSTALLED WITH ANY SURFACE IMPROVEMENTS OR EARTH DISTURBANCE (NO EXCAVATION OR PLACEMENT OF FILL, AND NO INSTALLATION OF GRAVEL/PAVEMENT).
4. IN THE EVENT NO ALTERNATE FOOT PATH LOCATION IS ACCEPTABLE, 4-FT WIDE (MAX.) STAIRS MAY BE INSTALLED WHERE SLOPES EXCEED 15%.

FOOT PATH DETAIL



WOOD GUARDRAIL DETAIL

NOT TO SCALE

PERMITTING PLAN
NOT FOR CONSTRUCTION

STATE OF MAINE
JAYSON R. HASKELL
No. 13026
LICENSED PROFESSIONAL ENGINEER
5-18-2026

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 591-5055

REV	DATE	BY	DESCRIPTION
A	9-25-24	JRH	ISSUED FOR MDEP PERMIT REVIEW
B	7-7-25	JRH	ISSUED FOR TOWN REVIEW
C	11-17-25	JRH	REVISED PER TOWN REVIEW COMMENTS
D	2-5-26	DMR	REVISED PER TOWN REVIEW COMMENTS
E	5-18-26	DMR	FINAL PLAN REVIEW

DETAILS

TURNING LEAF HEIGHTS
TURNING LEAF DRIVE & DRIVE IN LANE
WINDHAM, MAINE

FOR:
GATEWAY DEVELOPMENT, LLC
4 COMMONS AVENUE - SUITE 12
WINDHAM, ME 04062

20013
JOB NUMBER:

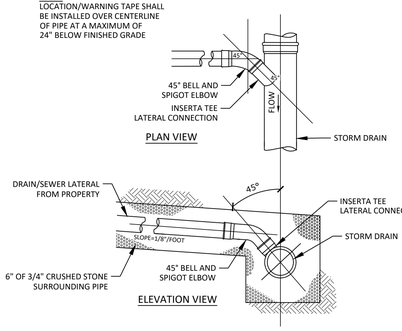
AS NOTED
SCALE:

5-18-2026
DATE:

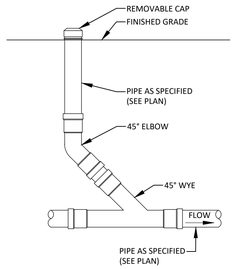
SHEET 17 OF 19

D-2

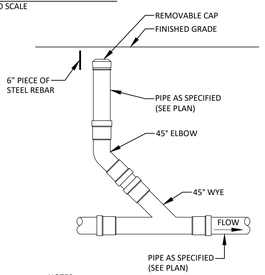
NOTE:
LOCATION/WARNING TAPE SHALL BE INSTALLED OVER CENTERLINE OF PIPE AT A MAXIMUM OF 24" BELOW FINISHED GRADE



DRAIN/SEWER LATERAL CONNECTION
NOT TO SCALE

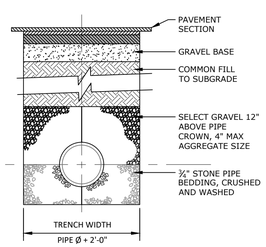


UNDERDRAIN CLEANOUT DETAIL
NOT TO SCALE

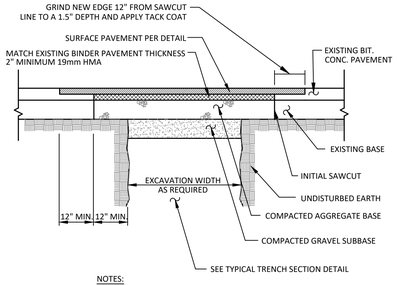


NOTES:
1. IF CLEANOUT IS LOCATED IN PAVEMENT, INSTALL CLEANOUT BOX ASSEMBLY OVER CLEANOUT AND SET AT FINISHED PAVEMENT GRADE. BOX ASSEMBLY TO BE PRODUCT NO. 00156452W01 AS MANUFACTURED BY EAST JORDAN IRON WORKS, INC. OR APPROVED EQUAL.

SANITARY CLEANOUT DETAIL
NOT TO SCALE

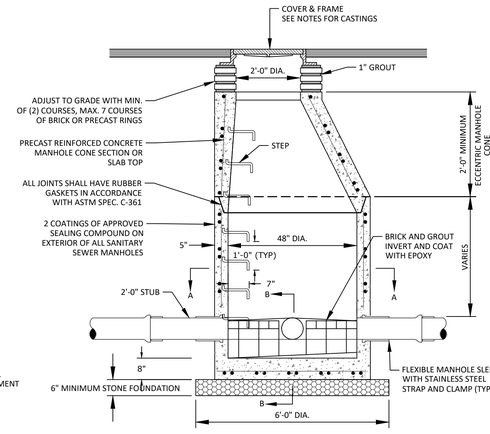


TYPICAL TRENCH SECTION
NOT TO SCALE



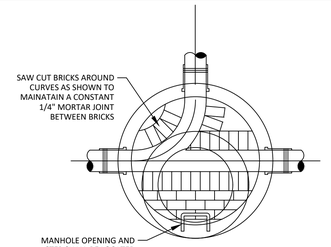
NOTES:
1. SEE TYPICAL ROAD SECTION FOR REQUIRED DEPTHS OF AGGREGATE AND PAVEMENT COURSES

PAVEMENT REPAIR DETAIL
NOT TO SCALE

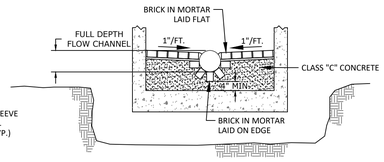


NOTES:
1. SOLID COVER TO BE EAST JORDAN IRON WORKS PRODUCT NUMBER 00104175 OR APPROVED EQUAL AND SHALL BE MARKED "SANITARY SEWER". FRAME TO BE EAST JORDAN IRONWORKS PRODUCT NUMBER 00104510 OR APPROVED EQUAL.
2. CONNECTIONS TO EXISTING SANITARY MANHOLES TO BE APPROVED BY SEWER DISTRICT AND CORE DRILLED WITH FLEXIBLE BOOT.
3. MANHOLE CHANNELS REQUIRING CHANGE IN ALIGNMENT ARE TO BE BUILT ON A SMOOTH RADIUS. IF SIDE PIPES ENTER CHANNEL, SHAPE TO RECEIVE ADDED SIDE FLOW (SEE SECTION A-A).
4. USE FLAT SLAB TOP MANHOLE WHEN THE DIFFERENCE BETWEEN INVERT AND RIM IS LESS THAN 6'-0" AND WHEN MANHOLE DIAMETER IS GREATER THAN 4'-0".
5. AVERAGE STRENGTH OF CONCRETE TO BE 4,000 PSI AT 28 DAYS. STRUCTURE TO BE DESIGNED FOR H-20 LOADING.

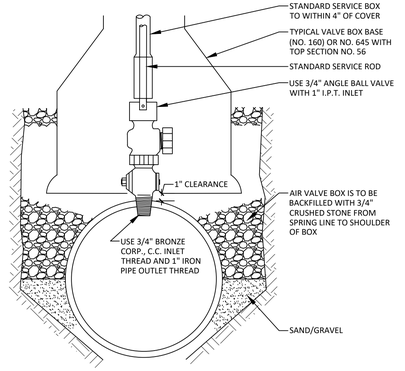
PRECAST CONCRETE SANITARY MANHOLE
NOT TO SCALE



SECTION A-A



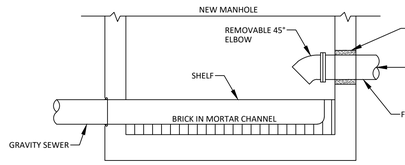
SECTION B-B



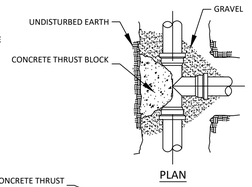
TYPICAL AIR VALVE (1")
NOT TO SCALE

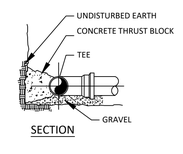
CONCRETE THRUST BLOCK SIZE REQUIREMENTS				
		SQ. FT. OF BEARING ON UNDISTURBED SOIL		
FITTINGS		90°BENDS	45°BENDS	TEES AND PLUGS
PIPE SIZE	6"	4.0	2.0	3.0
	8"	8.0	4.0	6.0
	12"	15	9	12
	16"	26	14	19
	20"	40	22	28

BASED ON SOIL BEARING PRESSURE OF 2000PSF AND 100PSI LINE PRESSURE. COMPACT COURSE TO FINE SANDS AND CLAYS REQUIRE ENGINEERED BLOCKS. ENGINEERED BLOCKS WILL TYPICALLY REQUIRE REINFORCING STEEL OF #5 AT 12".



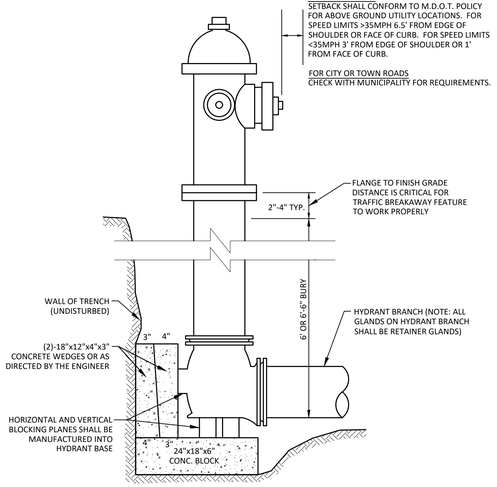
FORCE MAIN TERMINOUS
NOT TO SCALE



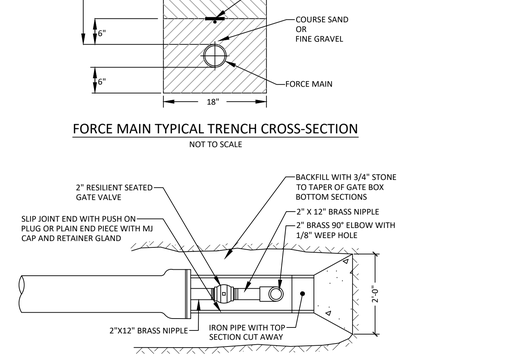


FOR STATE ROADS
SETBACK SHALL CONFORM TO M.D.O.T. POLICY FOR ABOVE GROUND UTILITY LOCATIONS. FOR SPEED LIMITS >35MPH 6.5' FROM EDGE OF SHOULDER OR FACE OF CURB. FOR SPEED LIMITS <35MPH 3' FROM EDGE OF SHOULDER OR 1' FROM FACE OF CURB.

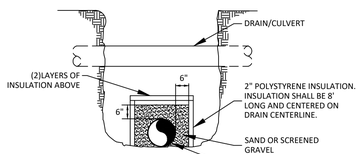
FOR CITY OR TOWN ROADS
CHECK WITH MUNICIPALITY FOR REQUIREMENTS.



TYPICAL HYDRANT INSTALLATION DETAIL
NOT TO SCALE

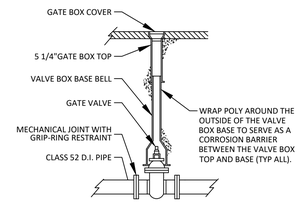


FORCE MAIN TYPICAL TRENCH CROSS-SECTION
NOT TO SCALE

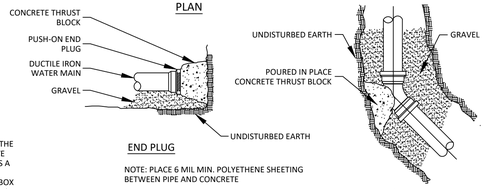


NOTES: INSULATION IS REQUIRED AT ALL DRAIN & CULVERT CROSSINGS THAT DO NOT PROVIDE A MINIMUM OF 18" OF VERTICAL SEPARATION

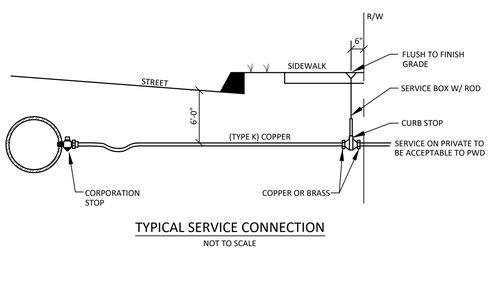
INSULATION DETAIL
NOT TO SCALE



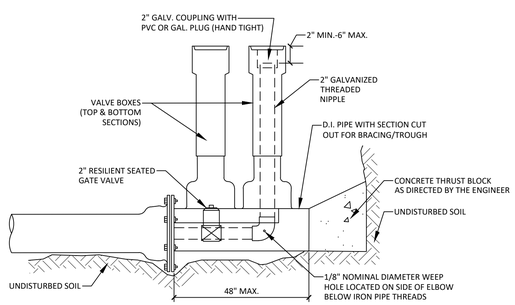
GATE VALVE
NOT TO SCALE



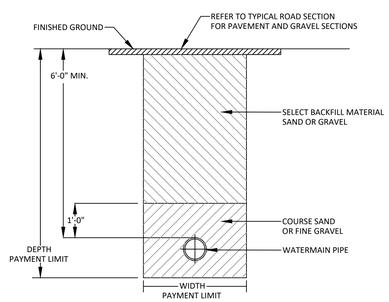
THRUST BLOCK DETAIL
NOT TO SCALE



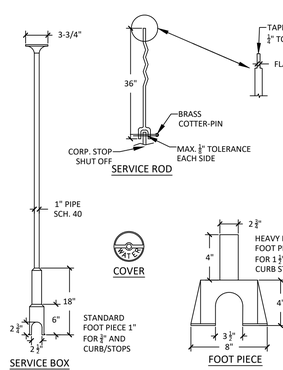
TYPICAL SERVICE CONNECTION
NOT TO SCALE



STANDARD 2" BLOW OFF
NOT TO SCALE



WATERMAIN TYPICAL TRENCH CROSS-SECTION
NOT TO SCALE



VALVE BOX & COVER
NOT TO SCALE

PERMITTING PLAN
NOT FOR CONSTRUCTION

STATE OF MAINE
JAYSON R. HASKELL
No. 13508
LICENSED PROFESSIONAL ENGINEER
5-18-2026

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 591-5055

REV	DATE	BY	DESCRIPTION
A	9-25-24	JRH	ISSUED FOR MDEP PERMIT REVIEW
B	7-7-25	JRH	ISSUED FOR TOWN REVIEW
C	11-17-25	JRH	REVISED PER TOWN REVIEW COMMENTS
D	2-5-26	DMR	REVISED PER TOWN REVIEW COMMENTS
E	5-18-26	DMR	FINAL PLAN REVIEW

DETAILS

TURNING LEAF HEIGHTS
TURNING LEAF DRIVE & DRIVE IN LANE
WINDHAM, MAINE

FOR:
GATEWAY DEVELOPMENT, LLC
4 COMMONS AVENUE - SUITE 12
WINDHAM, ME 04062

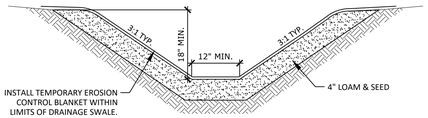
20013
JOB NUMBER:

AS NOTED
SCALE:

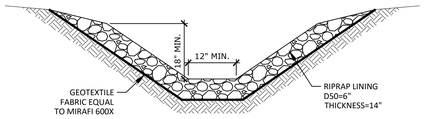
5-18-2026
DATE:

SHEET 18 OF 19

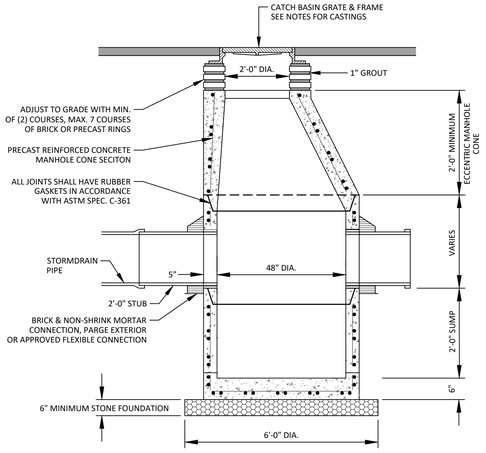
D-3



DRAINAGE SWALE
NOT TO SCALE



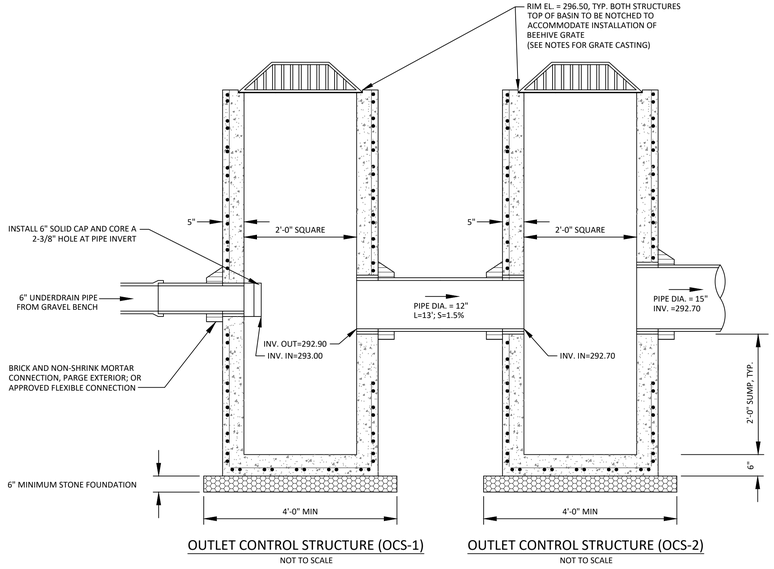
RIPRAP SWALE
NOT TO SCALE



NOTES:

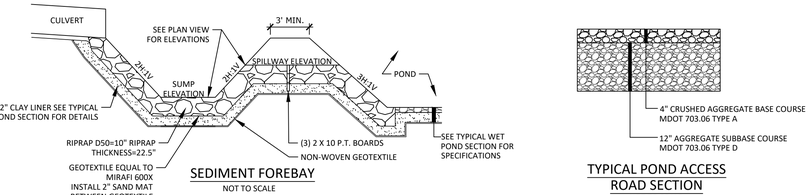
1. LARGER DIAMETER STRUCTURES MAY BE REQUIRED DUE TO SIZE OR GEOMETRY OF PIPE CONNECTIONS AT MANHOLE. WALL THICKNESS TO INCREASE BY 1" FOR EACH 1'-0" DIA. INCREASE. PROVIDE SHOP DRAWINGS.
2. DRAINAGE STRUCTURES TO BE DESIGNED FOR H-20 LOADING.
3. CAST IRON GRATES SHALL BE EQUAL TO EAST JORDAN IRON WORKS, PRODUCT NO. 45622531C01, HEAVY DUTY GRATE OR ENGINEER APPROVED EQUAL. SUBMIT CATALOG SHEETS TO ENGINEER FOR APPROVAL.

PRECAST CONCRETE CATCH BASIN STRUCTURE
NOT TO SCALE



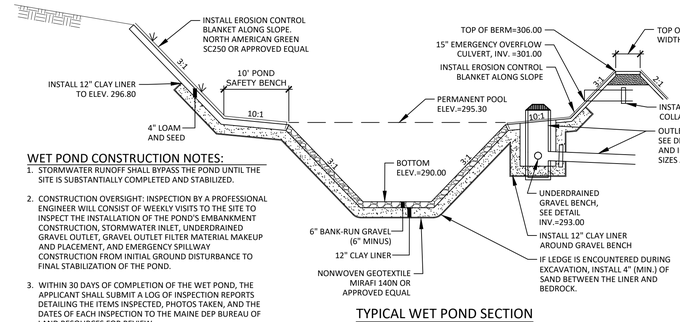
OUTLET CONTROL STRUCTURE (OCS-1)
NOT TO SCALE

OUTLET CONTROL STRUCTURE (OCS-2)
NOT TO SCALE



SEDIMENT FOREBAY
NOT TO SCALE

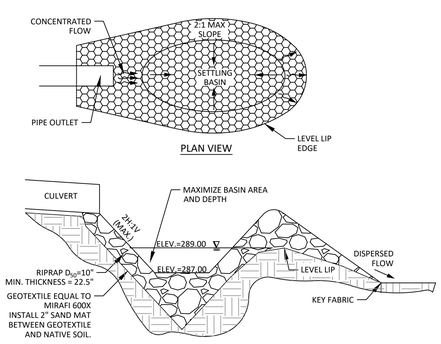
TYPICAL POND ACCESS ROAD SECTION
NOT TO SCALE



WET POND CONSTRUCTION NOTES:

1. STORMWATER RUNOFF SHALL BYPASS THE POND UNTIL THE SITE IS SUBSTANTIALLY COMPLETED AND STABILIZED.
2. CONSTRUCTION OVERSIGHT: INSPECTION BY A PROFESSIONAL ENGINEER WILL CONSIST OF WEEKLY VISITS TO THE SITE TO INSPECT THE INSTALLATION OF THE POND'S EMBANKMENT CONSTRUCTION, STORMWATER INLET, UNDERDRAINED GRAVEL OUTLET, GRAVEL OUTLET FILTER MATERIAL MAKEUP AND PLACEMENT, AND EMERGENCY SPILLWAY CONSTRUCTION FROM INITIAL GROUND DISTURBANCE TO FINAL STABILIZATION OF THE POND.
3. WITHIN 30 DAYS OF COMPLETION OF THE WET POND, THE APPLICANT SHALL SUBMIT A LOG OF INSPECTION REPORTS DETAILING THE ITEMS INSPECTED, PHOTOS TAKEN, AND THE DATES OF EACH INSPECTION TO THE MAINE DEP BUREAU OF LAND RESOURCES FOR REVIEW.

TYPICAL WET POND SECTION
NOT TO SCALE



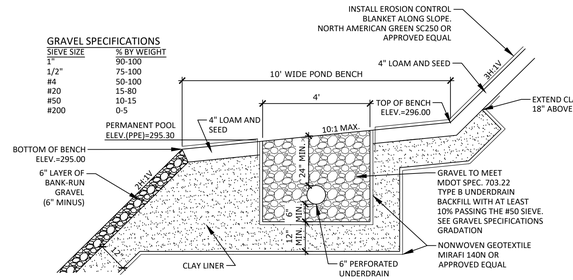
PLAN VIEW

CROSS-SECTION

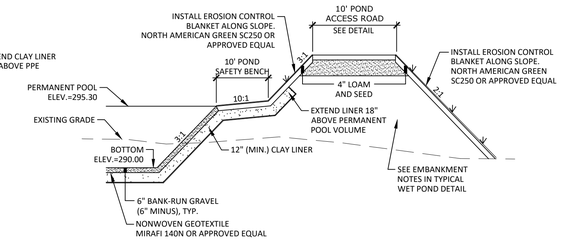
PLUNGE POOL DETAIL
NOT TO SCALE

GRAVEL SPECIFICATIONS

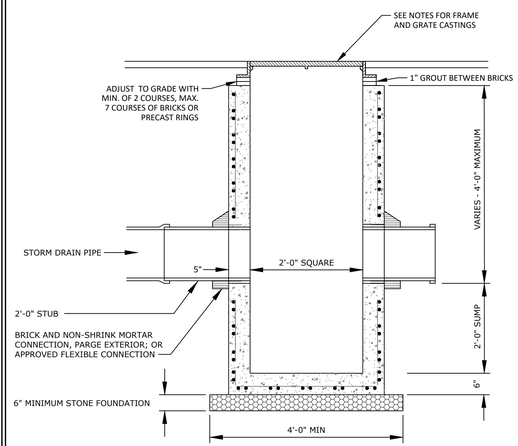
SIEVE SIZE	% BY WEIGHT
1"	90-100
1/2"	75-100
#4	50-100
#20	15-80
#50	10-15
#200	0-5



UNDERDRAINED GRAVEL BENCH
NOT TO SCALE



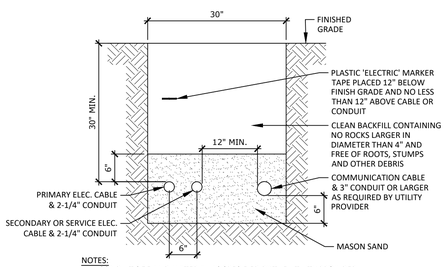
POND EMBANKMENT
NOT TO SCALE



NOTES:

1. CAST IRON FRAME SHALL BE EQUAL TO EAST JORDAN IRON WORKS, PRODUCT NO. 45622011, REVERSIBLE FRAME AND GRATE SHALL BE EQUAL TO EAST JORDAN IRON WORKS, PRODUCT NO. 45622531, HEAVY DUTY GRATE.
2. SUBMIT SHOP DRAWINGS AND CASTING SPECIFICATIONS TO ENGINEER FOR APPROVAL.

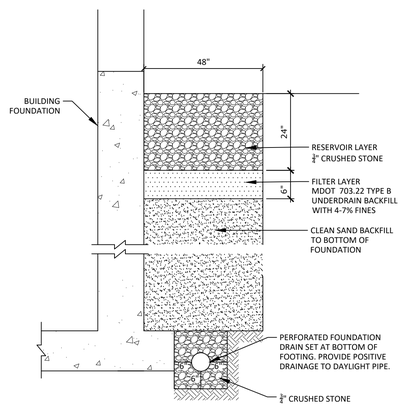
PRECAST CONCRETE CATCH BASIN STRUCTURE - TYPE F
NOT TO SCALE



NOTES:

1. CONDUIT SIZE AND MATERIAL AS SPECIFIED BY THE UTILITY PROVIDER.
2. INSTALLATION SHOULD NOT ALLOW THE INTER-TWINING OF CABLES.
3. BEDDING AND BACKFILL SHALL BE FREE OF ROOTS, STUMPS AND OTHER DEBRIS.
4. COMMUNICATION CABLE AND POWER CABLE SHALL HAVE NO LESS THAN 12 INCHES OF RADIAL SEPARATION.

UTILITY TRENCH DETAIL
NOT TO SCALE



ROOF DRIP EDGE
NOT TO SCALE

PERMITTING PLAN
NOT FOR CONSTRUCTION

STATE OF MAINE — JAYSON R. HASKELL — No. 13026 — LICENSED PROFESSIONAL ENGINEER — 5-18-2026

DM ROMA
CONSULTING ENGINEERS
P.O. BOX 1116
WINDHAM, ME 04062
(207) 591-5055

REV	DATE	BY	DESCRIPTION
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B	6-17-25	JRH	REVISED PER MDEP REVIEW COMMENTS
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F	5-18-26	DMR	FINAL PLAN REVIEW

DETAILS

TURNING LEAF HEIGHTS
TURNING LEAF DRIVE & DRIVE IN LANE
WINDHAM, MAINE

FOR:
GATEWAY DEVELOPMENT, LLC
4 COMMONS AVENUE - SUITE 12
WINDHAM, ME 04062

20013
JOB NUMBER:

AS NOTED
SCALE:

5-18-2026
DATE:

SHEET 19 OF 19

D-4

Natalie Thomsen

From: Stephen J. Puleo
Sent: Monday, July 27, 2026 11:46 AM
To: Natalie Thomsen
Subject: FW: Roosevelt Trail, Windham - curbline alignment

Hi Natalie,

Please put this the project file.

Steve Puleo
Planning Director
sjpuleo@windhammaine.us|www.windhammaine.us
Office: 207-894-5960 x6123 | Direct: 207-777-1927
Fax: 207-892-1916

TOWN OF WINDHAM MAINE
PLANNING DEPARTMENT

Public Hours: Monday 7:00–5:00 | Tuesday 7:00–6:00 | Wednesday 7:00–5:00 Thursday 7:00–4:00 | Friday Closed

NOTICE: Under Maine's Freedom of Access ("Right to Know") law, documents – including emails – in the possession of public officials about town business are considered public records. This means if anyone asks to see it, we are required to provide it. There are very few exceptions. We welcome citizen comments and want to hear from our constituents, but please keep in mind that what you write in an email is not private and will be made available to any interested party. **AI-assisted staff edited*.

From: Skelley, John <John.Skelley@maine.gov>
Sent: Monday, July 27, 2026 11:41 AM
To: dustin@dmroma.com
Cc: John Q. Adams <jadams@bartonandloguidice.com>; 'Jacob Sirois' <jsirois@bartonandloguidice.com>; Stephen J. Puleo <sjpuleo@windhammaine.us>; Mark T. Arienti <mtarienti@windhammaine.us>; 'Blaine Rich' <brich@pas-maine.com>
Subject: RE: Roosevelt Trail, Windham - curbline alignment

Warning: Unusual sender <john.skelley@maine.gov>
You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Hi Dustin,

Apologies for seeing this now for sure.

Few things/thoughts:

- Is the development a TMP? Since this is within Windham's Urban Compact if it doesn't get to TMP level it usually just stays with the Town at that point. Not sure if Mark or the PB have the requirement for the shoulder widening here.
    - What's the left turning movement here? Is it enough to warrant a left turn lane?
- Don't think DOT would have an issue with the curb line move if it creates a quasi- passing lane (something that is acceptable within the driveway/entrance rules), but it's already 6 feet in width

now. Does it need to go out to 10 feet or is 8 feet okay (or even 6 feet as it is now)? 10 foot shoulder is fairly wide and with a 12 foot travel lane it's basically creating a 22 foot width of road that someone down the line might just use as a passing lane regardless of turning traffic.
- Big consideration would be drainage and moving any basins that might be there already that are catching gutter flow.
- ROW is here: https://mdotapps.maine.gov/PropertyPlans/8806_fr-014-1(41).pdf. Looks to be around Station 552+00 based on stationing from Page Road.
- If you aren't moving the fog line and striping another lane the clear zone and DFO offsets are probably unchanged.

Thanks,

John Skelley, P.E.
MaineDOT

From: dustin@dmroma.com <dustin@dmroma.com>
Sent: Tuesday, July 21, 2026 11:24 AM
To: Skelley, John <John.Skelley@maine.gov>
Cc: John Q. Adams <jadams@bartonandloguidice.com>; 'Jacob Sirois' <jsirois@bartonandloguidice.com>; 'Stephen J. Puleo' <sjpuleo@windhammaine.us>; Mark T. Arienti <mtarienti@windhammaine.us>; 'Blaine Rich' <brich@pas-maine.com>
Subject: Roosevelt Trail, Windham - curbline alignment

EXTERNAL: This email originated from outside of the State of Maine Mail System. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi John,

We have designed a residential development in North Windham that will have access to Roosevelt Trail utilizing Drive In Lane. John Adams and Jacob Sirois with Barton & Loguidice have been assisting us with traffic analysis for the project, and the Town of Windham has been consulting with Randy Dunton at LJB for review of the traffic impact associated with this project.

To improve the safety and mobility associated with the intersection of Roosevelt Trail and Drive In Lane, we are proposing to modify the alignment of the existing curb line on the west side of Roosevelt Trail for a segment that extends approximately 275 feet north and 230 feet south of Drive In Lane. The existing curb is located approximately 18 feet off the centerline (12 ft travel lane with 6 ft shoulder) and we would like to remove the existing curb and install new curbing that would be 22 feet off the centerline. This would create a 10-foot shoulder between the travel lane and the curb that would be utilized as an informal by-pass lane for vehicles that may be queued for a southbound left-turn movement on to Drive In Lane. We would saw cut the pavement at the edge of the travel lane and rebuild the 10-foot shoulder between the travel lane and curb to an appropriate gravel and pavement thickness to support vehicle traffic.

At this point we are trying to complete our local approvals through the Planning Board with a commitment that the developer would rebuild the west/southbound shoulder for a 500-foot-long segment as generally shown on the attached plan, subject to a final review and approval of the construction plans in full coordination with the Town and MDOT. We would like to get an indication if MDOT would generally be willing to allow the west/southbound curb line to be pushed out an additional 4 feet in this location so that we can finalize our local permitting. We intend to have further discussion with the property owners along this stretch of roadway to investigate if there are any opportunities to improve the curb cut situation while we are doing this work.

Please let me know if you have any questions and if there is any additional information that you need.

Dustin M. Roma, P.E.

DM ROMA
CONSULTING ENGINEERS

PO Box 1116, Windham, ME 04062
Office: (207) 591 - 5055
Cell: (207) 310-0506

Town of Windham

Town Offices
8 School Road
Windham, Maine

Cover Sheet

File Number: PB 26-057

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

In Control: Planning Board **File Type:** Planning Board Document

#26-16 LUO Amendment to Article 8 and 9 Creating a Blasting Ordinance and Clarifying Solid Waste Management and Disposal to Align with MeDEP Site Law
The proposed amendments to Chapter 120 of the Land Use Ordinance (LUO) support the Town's Site Law Delegated Review Authority application and address DEP's request for clearer local review standards. The revised amendment package adds blasting review requirements to Article 8, Site Plan Review, and Article 9, Subdivision Review; adds solid waste compliance references to Chapter 192, Solid Waste.

TOWN OF WINDHAM MAINE

PLANNING DEPARTMENT
8 School Road
Windham, Maine 04062
Tel: (207) 894-5960 ext. 2
Fax: (207) 892-1916
www.windhammaine.us

PLANNING BOARD MEMO

DATE: July 22, 2025

TO: Windham Planning Board
FROM: Steve Puleo, Director of Planning
CC: Natalie Thomsen, Town Planner
Amanda Lessard, Assistant Town Manager

RE: 26-16– LUO Amendment to Article 8 and 9 Creating a Blasting Ordinance and Clarifying Solid Waste Management and Disposal to Align with MeDEP Site Law

Planning Board Meeting of July 27, 2026

Overview

The Planning Department is proposing amendments to Chapter 120 of the Land Use Ordinance (LUO) to support the Town's Site Law Delegated Review Authority application and address DEP's request for clearer local review standards. The revised amendment package adds blasting review requirements to Article 8, Site Plan Review, and Article 9, Subdivision Review; adds solid waste compliance references to Chapter 192, Solid Waste, of the Windham Code of Ordinances; and updates the subdivision submission language to reflect the revised clean ordinance draft.

Summary of Proposed Amendment

- **§120-801, Purpose — Site Plan Review**
  - Amends the purpose section to include blasting information within site plan review, confirming that blasting-related information may be considered as part of the Town's review of public health, safety, environmental protection, adjacent property impacts, and overall site design.
- **§120-811B(2)(i), Blasting Information — Major Final Site Plan Submission (New Section)**
  - Adds blasting information as a required application item when blasting is proposed or reasonably anticipated, including blasting locations and limits, purpose and extent, schedule and duration, contractor and State of Maine license number if known, applicable state permits or approvals, and measures for flyrock, vibration, air-blast overpressure, dust, noise, pre-blast inspections, well testing, monitoring, and complaint response.
- **§120-812O, Solid Waste Management — Site Plan Performance Standard**
  - Updates the solid waste management standard to require adequate solid waste disposal in accordance with Chapter 192, Solid Waste, including disposal at a licensed facility with adequate capacity.
- **§120-812U, Blasting Activities — Site Plan Performance Standard (New Section)**
  - Adds blasting activities as a site plan performance standard requiring blasting to be conducted by properly licensed individuals, comply with applicable federal, state, and local requirements, and be supported by required state permits, approvals, licenses, and authorizations before blasting begins.
  - Requires appropriate blasting safeguards to minimize flyrock, dust, noise, vibration, air-blast effects, and other off-site impacts; avoid unreasonable risks to public health and

safety, neighboring properties, infrastructure, utilities, and municipal facilities; and protect groundwater, private wells, stormwater facilities, wetlands, waterbodies, and other protected natural resources.
    - Allows the Planning Board to impose reasonable conditions for monitoring, reporting, inspections, mitigation, financial guarantees, and other safeguards.
- **§120-901, Purpose — Subdivision Review**
    - Revises the purpose section to include blasting ordinance review within subdivision review, mirroring the Article 8 approach and confirming that blasting-related impacts may be reviewed under the Town's subdivision approval criteria.
- **§120-910B(1)(n) and §120-910B(1)(o) — Minor Subdivision Final Plan Submission (New Section)**
    - Updates the minor subdivision final plan requirements to require solid waste management information consistent with Chapter 192 and blasting information as required by §120-911P.
- **§120-910D — Major Subdivision Final Plan Submission (New Sections)**
    - Updates the required number of full-size plan sets from five copies to three copies.
    - Adds §120-910D(1)(n) and §120-910D(1)(j) for Chapter 192 solid waste management and §120-911P blasting information.
- **§120-911P, Blasting Activities — Subdivision Performance and Design Standard (New Section)**
    - Adds a subdivision standard giving the Planning Board a clear basis to evaluate safe subdivision-related blasting, licensing, required state approvals, impact controls, protection of infrastructure, neighboring properties, groundwater, and natural resources, and related conditions.

Delegated Review Authority Connection

These amendments strengthen the Town's Site Law Delegated Review Authority materials by identifying specific LUO sections that correspond to DEP review concerns. The blasting amendments add both application-submission standards and performance standards in Articles 8 and 9. The solid waste amendments cross-reference Chapter 192 so project applicants and reviewers can identify the local solid waste compliance standard during site plan and subdivision review.

Zoning Amendment Process

The Town's ordinance does not establish specific review standards for this type of text amendment. However, state statute requires zoning ordinance amendments to be consistent with the goals and policies of the Comprehensive Plan.

The amendment process is governed by §120-107 of the Land Use Ordinance. Under that process, the Planning Board will hold a public hearing on August 10, 2026. Following the public hearing and deliberation, the Planning Board may vote to forward a recommendation to the Town Council. The Town Council may then consider action on the proposed amendments at its September 8, 2026 meeting.

~~**MOTION:** To [recommend / recommend with comments / not recommend] approval of the proposed amendments to Chapter 120, Articles 8 and 9, adding blasting submission requirements and performance standards, incorporating Chapter 192 solid waste compliance references .~~

ORGINAL

ARTICLE 8
Site Plan Review

§ 120-801. Purpose.

The site plan review provisions set forth in this article are intended to protect the public health and safety, promote the general welfare of the community, and conserve the environment by assuring that nonresidential and multifamily construction is designed and developed in a manner which assures that adequate provisions are made for traffic safety and access; emergency access; water supply; sewage disposal; management of stormwater, erosion, and sedimentation; protection of the groundwater; protection of the environment, wildlife habitat, fisheries, and unique natural areas; protection of historic and archaeological resources; minimizing the adverse impacts on adjacent properties; and fitting the project harmoniously into the fabric of the community.

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§ 120-811. Submission requirements. [Amended 11-28-2017 by Order 17-347; 6-16-2022 by Order No. 22-108; 5-23-2023 by Order No. 23-092; 4-29-2025 by Order No. 25-043]

B. Final site plan review application submission requirements. Applications for final site plan review shall be submitted on application forms provided by the Town. The complete application form, evidence of payment of the required fees, and the required plans and related information shall be submitted to the Planning Department. Applications for major developments will not be received until the review of the sketch plan is completed. The submission shall contain at least the following exhibits and information, unless specifically waived in writing:

(2) Major final site plans, additional information. In addition to the information required for all minor and major site plan applications, an application for a major final site plan shall contain the following information:

•••

§ 120-812. Performance standards and approval criteria. [Amended 4-27-2010 by Order 10-075; 3-8-2011 by Order 11-03; 8-25-2015 by Order 15-122; 5-22-2018 by Order 18-905; 6-12-2018 by Order 18-099; 3-26-2019 by Order 19-020; 4-9-2019 by Order 19-053; 6-16-2022 by Order No.22-108; 5-23-2023 by Order No. 23-092; 12-12-2024 by Order No. 24-173; 4-29-2025 by Order No. 25-043]

The following criteria shall be used by the Planning Board or Staff Review Committee in reviewing applications for site plan review and shall serve as minimum requirements for approval of the application. The application shall be approved unless the Planning Board or Staff Review Committee determines that the applicant has failed to meet one or more of these standards. In all instances, the burden of proof shall be on the applicant who shall produce evidence sufficient to warrant a finding that all applicable criteria have been met.

I. Solid waste management. The proposed development shall provide for adequate disposal of solid wastes. All solid waste shall be disposed of at a licensed disposal facility having adequate capacity to accept the project's wastes.

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ARTICLE 9
Subdivision Review[43]

§ 120-901. Purpose. [Amended 5-23-2023 by Order No. 23-092]

The purpose of these standards shall be to assure the comfort, convenience, safety, health and welfare of the people; to protect the environment and to promote the development of an economically sound and stable community. To this end, in approving subdivisions within the Town of Windham, Maine, the Planning Board shall evaluate the proposed subdivision, using the following criteria. The subdivision provisions set forth in these regulations are

intended to protect the public health and safety, promote the general welfare of the community, and conserve the environment by assuring that residential and nonresidential construction is designed and developed in a manner that assures that adequate provisions are made for traffic safety and access; emergency access; water supply; sewage disposal; management of stormwater, erosion, and sedimentation; protection of groundwater; protection of the environment, wildlife habitat, fisheries, and unique natural areas; protection of historic and archaeological resources; minimizing the adverse impacts on adjacent properties; and fitting the project harmoniously into the fabric of the community.

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§ 120-910. Submission requirements. [Amended 11-28-2017 by Order 17-347; 6-9-2020 by Order 20-140; 6-16-2022 by Order No. 22-108; 5-23-2023 by Order No. 23-092; 4-29-2025 by Order No. 25-043]

●●●

B. Minor subdivision final plan. The final plan submission shall include three copies of the following information, including full-size plan sets, along with one electronic version of the entire submission. The Board may waive the submission information that is listed in § 120-910B(1)(c). With regard to applications for which the Board is performing delegated review authority for applicable permits (i.e., Site Law or Stormwater Law), the waiver shall not result in noncompliance with any provision of the Site Law, Stormwater Law, or DEP regulations adopted pursuant to those laws.

(1) Mandatory written information.

D. Major subdivision final plan. The final plan submission shall include five copies of the following information, including full-size plan sets, along with one electronic version of the entire submission.

(1) Mandatory written information.

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§ 120-911. Performance and design standards. [Amended 4-27-2010 by Order 10-075; 5-10-2011 by Order 11-070; 7-24-2012 by Order 12-091; 12-16-2014 by Order 14-491; 2-28-2017 by Order 17-038; 10-10-2017 by Order 17-161; 5-22-2018 by Order 18-905; 1-15-2019 by Order 18-257; 6-9-2020 by Order 20-140; 6-16-2022 by Order No. 22-108; 7-12-2022 by Order No. 22-127; 3-28-2023 by Order No. 23-041; 5-23-2023 by Order No. 23-092; 4-29-2025 by Order No. 25-043]

The performance and design standards in this section are intended to clarify and expand upon the statutory review criteria found in § 120-902. In reviewing a proposed subdivision, the Board shall review the application for conformance with the following performance and design standards. In all instances, the burden of proof shall be upon the applicant to present adequate information to indicate all performance and design standards and statutory criteria for approval have been or will be met.

WINDHAM CODE
BLASTING ORDINANCE & SOLID
WASTE MANAGEMENT AND DISPOSAL

ARTICLE 8
Site Plan Review

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§ 120-801. Purpose.

The site plan review provisions set forth in this article are intended to protect the public health and safety, promote the general welfare of the community, and conserve the environment by assuring that nonresidential and multifamily construction is designed and developed in a manner which assures that adequate provisions are made for traffic safety and access; emergency access; water supply; sewage disposal; management of stormwater, erosion, and sedimentation; protection of the groundwater; protection of the environment, wildlife habitat, fisheries, and unique natural areas; protection of historic and archaeological resources; minimizing the adverse impacts on adjacent properties; blasting information; and fitting the project harmoniously into the fabric of the community.

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§ 120-811. Submission requirements. [Amended 11-28-2017 by Order 17-347; 6-16-2022 by Order No. 22-108; 5-23-2023 by Order No. 23-092; 4-29-2025 by Order No. 25-043]

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(2) Major final site plans, additional information. In addition to the information required for all minor and major site plan applications, an application for a major final site plan shall contain the following information:

•••

(i) Blasting Information. Where blasting is proposed or reasonably anticipated as part of a development, the applicant shall provide a description of the proposed blasting activity, including the location and limits of blasting areas shown on the site plan, the extent and purpose of the activity, the anticipated schedule and duration, and the name, address, and State of Maine license number of the blasting contractor, if known. The submission shall also describe measures to control flyrock, vibration, air-blast overpressure, dust, noise, and other off-site impacts; identify any applicable State of Maine permits, approvals, licenses, or authorizations required for blasting activities; and describe proposed pre-blast inspections, well testing, monitoring, and complaint response procedures, where applicable.

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The following criteria shall be used by the Planning Board or Staff Review Committee in reviewing applications for site plan review and shall serve as minimum requirements for approval of the application. The application shall be approved unless the Planning Board or Staff Review Committee determines that the applicant has failed to meet one or more of these standards. In all instances, the burden of proof shall be on the applicant who shall produce evidence sufficient to warrant a finding that all applicable criteria have been met.

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I. Solid waste management. The proposed development shall provide for adequate disposal of solid wastes per the requirements in Chapter 192 Solid Waste. All solid waste shall be

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disposed of at a licensed disposal facility having adequate capacity to accept the project's wastes.

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U. Blasting Activities. Where blasting is proposed, the Planning Board shall find that:

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(1) Blasting activities will be conducted by individuals properly licensed by the State of Maine and in compliance with all applicable federal, state, and local requirements.
(2) All required State of Maine permits, approvals, licenses, and authorizations have been obtained or will be obtained prior to commencement of blasting activities.
(3) Appropriate measures have been incorporated to minimize flyrock, dust, noise, vibration, air-blast effects, and other off-site impacts.
(4) Blasting activities will not create an unreasonable risk to public health, safety, neighboring properties, public infrastructure, utilities, or municipal facilities.
(5) Groundwater resources, private wells, stormwater facilities, wetlands, waterbodies, and other protected natural resources will be protected from unreasonable adverse impacts resulting from blasting activities.
(6) The applicant has provided sufficient information to demonstrate that blasting can be conducted in a safe manner and in accordance with accepted engineering and construction practices.
(7) The Planning Board may impose reasonable conditions related to monitoring, reporting, inspections, mitigation measures, financial guarantees, and other safeguards necessary to ensure compliance with this section.

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ARTICLE 9
Subdivision Review[43]

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§ 120-901. Purpose. [Amended 5-23-2023 by Order No. 23-092]

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The purpose of these standards shall be to assure the comfort, convenience, safety, health and welfare of the people; to protect the environment and to promote the development of an economically sound and stable community. To this end, in approving subdivisions within the Town of Windham, Maine, the Planning Board shall evaluate the proposed subdivision, using the following criteria. The subdivision provisions set forth in these regulations are intended to protect the public health and safety, promote the general welfare of the community, and conserve the environment by assuring that residential and nonresidential construction is designed and developed in a manner that assures that adequate provisions are made for traffic safety and access; emergency access; water supply; sewage disposal; management of stormwater, erosion, and sedimentation; protection of groundwater; protection of the environment, wildlife habitat, fisheries, and unique natural areas; protection of historic and archaeological resources; minimizing the adverse impacts on adjacent properties; blasting ordinance; and fitting the project harmoniously into the fabric of the community.

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§ 120-910. Submission requirements. [Amended 11-28-2017 by Order 17-347; 6-9-2020 by Order 20-140; 6-16-2022 by Order No. 22-108; 5-23-2023 by Order No. 23-092; 4-29-2025 by Order No. 25-043]

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(o) Blasting Information as per requirements of § 120-911P.

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The performance and design standards in this section are intended to clarify and expand upon the statutory review criteria found in § 120-902. In reviewing a proposed subdivision, the Board shall review the application for conformance with the following performance and design standards. In all instances, the burden of proof shall be upon the applicant to present adequate information to indicate all performance and design standards and statutory criteria for approval have been or will be met.

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ARTICLE 8
Site Plan Review

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(7) The Planning Board may impose reasonable conditions related to monitoring, reporting, inspections, mitigation measures, financial guarantees, and other safeguards necessary to ensure compliance with this section.

•••

ARTICLE 9
Subdivision Review[43]

•••

§ 120-901. Purpose. [Amended 5-23-2023 by Order No. 23-092]

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§ 120-910. Submission requirements. [Amended 11-28-2017 by Order 17-347; 6-9-2020 by Order 20-140; 6-16-2022 by Order No. 22-108; 5-23-2023 by Order No. 23-092; 4-29-2025 by Order No. 25-043]

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(1) Mandatory written information.

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(o) Blasting Information as per requirements of § 120-911P.

•••

D. Major subdivision final plan. The final plan submission shall include three copies of the following information, including full-size plan sets, along with one electronic version of the entire submission.

(1) Mandatory written information.

•••

(n) Solid waste management as per requirements of Chapter 192 Solid waste.

•••

(j) Blasting Information as per requirements of § 120-911P.

•••

§ 120-911. Performance and design standards. [Amended 4-27-2010 by Order 10-075; 5-10-2011 by Order 11-070; 7-24-2012 by Order 12-091; 12-16-2014 by Order 14-491; 2-28-2017 by Order 17-038; 10-10-2017 by Order 17-161; 5-22-2018 by Order 18-905; 1-15-2019 by Order 18-257; 6-9-2020 by Order 20-140; 6-16-2022 by Order No. 22-108; 7-12-2022 by Order No. 22-127; 3-28-2023 by Order No. 23-041; 5-23-2023 by Order No. 23-092; 4-29-2025 by Order No. 25-043]

The performance and design standards in this section are intended to clarify and expand upon the statutory review criteria found in § 120-902. In reviewing a proposed subdivision, the Board shall review the application for conformance with the following performance and design standards. In all instances, the burden of proof shall be upon the applicant to present adequate information to indicate all performance and design standards and statutory criteria for approval have been or will be met.

•••

P. Blasting Activities**.** Where blasting is proposed, the Planning Board shall find that:

(1) Blasting activities will be conducted by individuals properly licensed by the State of Maine and in compliance with all applicable federal, state, and local requirements.

(2) All required State of Maine permits, approvals, licenses, and authorizations have been obtained or will be obtained prior to commencement of blasting activities.

(3) Appropriate measures have been incorporated to minimize flyrock, dust, noise, vibration, air-blast effects, and other off-site impacts.

(4) Blasting activities will not create an unreasonable risk to public health, safety, neighboring properties, public infrastructure, utilities, or municipal facilities.

(5) Groundwater resources, private wells, stormwater facilities, wetlands, waterbodies, and other protected natural resources will be protected from unreasonable adverse impacts resulting from blasting activities.

(6) The applicant has provided sufficient information to demonstrate that blasting can be conducted in a safe manner and in accordance with accepted engineering and construction practices.

(7) The Planning Board may impose reasonable conditions related to monitoring, reporting, inspections, mitigation measures, financial guarantees, and other safeguards necessary to ensure compliance with this section.

Town of Windham

Town Offices
8 School Road
Windham, Maine

Cover Sheet

File Number: PB 26-058

Agenda Date: 8/10/2026 **Version:** 1 **Status:** Agenda Ready

In Control: Planning Board **File Type:** Planning Board Document

#26-17 Amendment to Chapter 185 Shoreland Zoning
The Town is proposing an amendment to Chapter 185 Shoreland Zoning §185-12 Nonconformance, §185-14 Table of Land Uses, and §185-15Q Land Use Standards for Hazard trees, storm-damaged trees, and dead tree removal.

TOWN OF WINDHAM MAINE

Planning Department
8 School Road
Windham, Maine 04062
Tel: (207) 894-5960 ext. 2
Fax: (207) 892-1916
www.windhammaine.us

PLANNING BOARD MEMO

DATE: July 21, 2026

TO: Windham Planning Board
FROM: Steve Puleo, Planning Director
Cc: Amanda Lessard, Assistant Town Manager
Natale Thomsen, Town Planner

RE: #26-03 Amendment to Chapter 185 Shoreland Zoning – Town of Windham

Planning Board Meeting – July 27, 2026

Overview

The Town is proposing an amendment to Chapter 185 Shoreland Zoning §185-12 Nonconformance, §185-14 Table of Land Uses, and §185-15Q Land Use Standards for Hazard trees, storm-damaged trees, and dead tree removal.

Summary of attached proposed ordinance amendments:

Chapter 185 Shoreland Zoning

- §185-12: Nonconforming structures with new, enlarged or replacement foundations or relocated structures must be placed to meet the shoreline setback to the greatest practical extent. Change determination of **greatest practical extent** from Code Enforcement Officer to Planning Board. This language change mirrors Maine DEP Chapter 1000.
- §185-14: Table of Land Uses:
  - Require permit issued by CEO for clearing or removal of vegetation for actives other than timber harvesting in the LR and GD Districts.
  - Change One and two family residential to permit issued by Planning Board from site plan approval by the Planning Board in SP and RP Districts.
  - Change Structures accessory to allowed uses to permit issued by Planning Board from CEO permit in SP and RP Districts.
- §185-15Q Land Use Standards for Hazard trees, storm-damaged trees, and dead tree removal: Clarify permit issued by CEO.

Zoning Amendment Process

There are no specific standards in the Town ordinance by which to judge the proposed zoning change, but State statute requires all proposed zoning to be consistent with the goals and objectives of the Comprehensive Plan. The Planning Board must hold a public hearing prior to making a recommendation on this item to the Town Council. The Town Council will need to hold a public hearing and vote on the proposed changes to the Shoreland Zoning Ordinance for the changes to be officially approved. The changes approved then will not be effective until approved by the DEP Commissioner.

A public hearing is scheduled for the August 10, 2026 Planning Board meeting.

the final authority as to location.

§ 185-11. Land use requirements.

Except as hereinafter specified, no building, structure or land shall hereafter be used or occupied, and no building or structure or part thereof shall hereafter be erected, constructed, expanded, moved, or altered and no new lot shall be created except in conformity with all of the regulation herein specified for the district in which it is located, unless a variance is granted.

§ 185-12. Nonconformance.

A. Purpose. It is the intent of this chapter to promote land use conformities, except that nonconforming conditions that existed before the effective date of this chapter or amendments thereto shall be allowed to continue, subject to the requirements set forth in this section. Except as otherwise provided in this chapter, a nonconforming condition shall not be permitted to become more nonconforming.

B. General.

(1) Transfer of ownership. Nonconforming structures, lots, and uses may be transferred, and the new owner may continue the nonconforming use or continue to use the nonconforming structure or lot, subject to the provisions of this chapter. Any lawful use of buildings, structures, premises, land or parts thereof legally existing at the effective date of this chapter or amendments thereto and not in conformance with the provisions of this chapter shall be considered to be a nonconforming use.

(2) Repair and maintenance. This chapter allows, with a permit, the normal upkeep and maintenance of nonconforming uses and structures, including repairs or renovations that do not involve expansion of the nonconforming use or structure, and such other changes in a nonconforming use or structure as federal, state, or local building and safety codes may require.

C. Nonconforming structures.

(1) Expansions. All new principal and accessory structures, excluding functionally water-dependent uses, must meet the water body, tributary stream, or wetland setback requirements contained in § 185-15B(1). A nonconforming structure may be added to or expanded ~~after obtaining a permit from the same permitting authority as that for a new structure, if such addition or expansion does not increase the nonconformity of the structure and is~~ in accordance with Subsection C(1)(a) and (b) below.

(a) Expansion of any portion of a structure within 25 feet of the normal high-water line of a water body, tributary stream, or upland edge of a wetland is prohibited, even if the expansion will not increase nonconformity with the water body, tributary stream or wetland setback requirement. 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 wetland than the principal structure is prohibited, even if the expansion will not increase nonconformity with the water body, tributary stream, or wetland setback requirement.

(b) Notwithstanding Subsection C(1)(a), above, if a legally existing nonconforming principal structure is entirely located less than 25 feet from the normal high-water line of a water body, tributary stream, or upland edge of a wetland, that structure may be expanded as follows, as long as all other applicable municipal land use standards are met and the expansion is not prohibited by § 185-12C(1):

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[1] 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.

(c) All other legally existing nonconforming principal and accessory structures that do not meet the water body, tributary stream, or wetland setback requirements may be expanded or altered as follows, as long as other applicable municipal land use standards are met and the expansion is not prohibited by § 185-12C(1) or (1)(a), above:

[1] For structures located less than 75 feet from the normal high-water line of a water body, tributary stream, or upland edge of a 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.

[2] For structures located less than 100 feet from the normal high-water line of a great pond classified as GPA or a river flowing to a great pond classified as GPA, 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 on January 1, 1989, whichever is greater. The maximum height of any structure may not be made greater than 25 feet or the height of the existing structure, whichever is greater. Any portion of those structures located less than 75 feet from the normal high-water line of a water body, tributary stream, or upland edge of a wetland must meet the footprint and height limits in § 185-12C(1)(b)[1] and (c)[1], above.

[3] In addition to the limitations in Subsection C(1)(c)[1] and [2], for structures that are legally nonconforming due to their location within the Resource Protection District when located at less than 250 feet from the normal high-water line of a water body or the upland edge of a wetland, 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 District was established on the lot, whichever is greater. The maximum height of any structure may not be made greater than 25 feet or the height of the existing structure, whichever is greater, except that any portion of those structures located less than 75 feet from the normal high-water line of a water body, tributary stream, or upland edge of a wetland must meet the footprint and height limits in § 185-12C(1)(b)[1] and(c)[1], above.

(d) An approved plan for expansion of a nonconforming structure must be recorded by the applicant with the registry of deeds, within 90 days of approval. The recorded plan must show the existing and proposed footprint of the nonconforming structure, the existing and proposed structure height, the footprint of any other structures on the parcel, the shoreland zone boundary and evidence of approval by the municipal review authority.

(2) Foundations. Whenever a new, enlarged, or replacement foundation is constructed under a nonconforming structure, the structure and new foundation must be placed such that the setback requirement is met to the greatest practical extent as determined by the ~~Code Enforcement Department or its designee~~Planning Board, basing its decision on the criteria specified in § 185-12C(3),

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Relocation, below.

(3) Relocation.

(a) A nonconforming structure may be relocated within the boundaries of the parcel on which the structure is located provided that the site of relocation conforms to all setback requirements to the greatest practical extent as determined by the ~~Code Enforcement Officer~~Planning Board, and provided that the applicant demonstrates that the present subsurface sewage disposal system meets the requirements of state law and the State of Maine Subsurface Waste Water Disposal Rules (Rules),[1] or that a new system can be installed in compliance with the law and said Rules. In no case shall a structure be relocated in a manner that causes the structure to be more nonconforming.

(b) In determining whether the building relocation meets the setback to the greatest practical extent, the ~~Code Enforcement Officer~~Planning Board shall consider the size of the lot, the slope of the land, the potential for soil erosion, the location of other structures on the property and on adjacent properties, the location of the septic system and other on-site soils suitable for septic systems, and the type and amount of vegetation to be removed to accomplish the relocation.

(c) When it is necessary to remove vegetation within the water or wetland setback area in order to relocate a structure, the ~~Code Enforcement Officer~~Planning Board shall require replanting of native vegetation to compensate for the destroyed vegetation in accordance with § 185-15S. In addition, the area from which the relocated structure was removed must be replanted with vegetation. Replanting shall be required as follows:

[1] Trees removed in order to relocate a structure must be replanted with at least one native tree, three feet in height, for every tree removed. If more than five trees are planted, no one species of tree shall make up more than 50% of the number of trees planted. Replaced trees must be planted no further from the water or wetland than the trees that were removed. Other woody and herbaceous vegetation, and ground cover, that are removed or destroyed in order to relocate a structure must be reestablished. An area at least the same size as the area where vegetation and/or ground cover was disturbed, damaged, or removed must be reestablished within the setback area. The vegetation and/or ground cover must consist of similar native vegetation and/or ground cover that was disturbed, destroyed or removed.

[2] Where feasible, when a structure is relocated on a parcel the original location of the structure shall be replanted with vegetation, which may consist of grasses, shrubs, trees, or a combination thereof.

(4) Reconstruction or replacement.

(a) Any nonconforming structure which is located less than the required setback from a water body, tributary stream, or wetland and which is removed, or damaged or destroyed, regardless of the 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 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 wetland setback requirement to the greatest practical extent as

1. **Editor's Note: See 10-144 CMR Ch. 241, Maine Subsurface Waste Water Disposal Rules.**

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determined by the ~~Code Enforcement Office~~Planning Board in accordance with the purposes of this chapter. In no case shall a structure be reconstructed or replaced so as to increase its nonconformity. If the reconstructed or replacement structure is less than the required setback, it shall not be any larger than the original structure, except as allowed pursuant to § 185-12C(1) above, as determined by the nonconforming footprint of the reconstructed or replaced structure at its new location. If the total footprint of the original structure can be relocated or reconstructed beyond the required setback area, no portion of the relocated or reconstructed structure shall be replaced or constructed at less than the setback requirement for a new structure. When it is necessary to remove vegetation in order to replace or reconstruct a structure, vegetation shall be replanted in accordance with
§ 185-12C(3) above.

(b) Any nonconforming structure which is located less than the required setback from a water body, tributary stream, or wetland and which is removed by 50% or less of the market value, or damaged or destroyed by 50% or less of the market value of the structure, excluding normal maintenance and repair, may be reconstructed in place if a permit is obtained from the Code Enforcement Officer within one year of such damage, destruction, or removal.

(c) In determining whether the building reconstruction or replacement meets the setback to the greatest practical extent, the ~~Code Enforcement Officer~~ Planning Board shall consider, in addition to the criteria in § 185-12C(3) above, the physical condition and type of foundation present, if any.

(5) Change of use of a nonconforming structure.

(a) The use of a nonconforming structure may not be changed to another use, except for a conforming use, unless the ~~Code Enforcement Officer~~Planning Board, after receiving a written application, determines that the new use will have no greater adverse impact on the water body or wetland or on the subject or adjacent properties and resources than the existing use.

(b) In determining that no greater adverse impact will occur, the ~~Code Enforcement Officer~~Planning Board shall require written documentation from the applicant, regarding the probable effects on public health and safety, erosion and sedimentation, water quality, fish and wildlife habitat, vegetative cover, visual and actual points of public access to waters, natural beauty, floodplain management, archaeological and historic resources, and functionally water-dependent uses.

D. Nonconforming uses.

(1) Expansions. Expansions of nonconforming uses are prohibited, except that nonconforming residential uses may, after obtaining a permit from the ~~Code Enforcement Officer~~Planning Board, be expanded within existing residential structures or within expansions of such structures as permitted in
§ 185-12C(1) above.

(2) Resumption prohibited. A lot, building or structure in or on which a nonconforming use is discontinued for a period exceeding one year or which is superseded by a conforming use may not again be devoted to a nonconforming use except that the ~~Code Enforcement Officer~~Planning Board may, for good cause shown by the applicant, grant up to a one-year extension to that time period. This provision shall not apply to the resumption of a use of a residential structure, provided that the structure has been used or maintained for residential purposes during the

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preceding five-year period.

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(3) Change of use. An existing nonconforming use may be changed to another nonconforming use, provided that the proposed use has no greater adverse impact on the subject and adjacent properties and resources than the former use, as determined by the ~~Code Enforcement Officer~~Planning Board. The determination of no greater adverse impact shall be made according to criteria listed in § 185-12C(5) above.

E. Nonconforming lots.

(1) Nonconforming lots. A nonconforming lot of record as of the effective date of this chapter or amendment thereto may be built upon without the need for a variance, provided that such lot is in separate ownership and not contiguous with any other lot in the same ownership, and that all provisions of this chapter except lot area, lot width and shore frontage can be met. Variances relating to setback or other requirements not involving lot area, lot width or shore frontage shall be obtained by action of the Board of Appeals.

(2) Contiguous built lots.

(a) If two or more contiguous lots or parcels are in a single or joint ownership of record at the time of adoption of this chapter, if all or part of the lots do not meet the dimensional requirements of this chapter, and if a principal use or structure exists on each lot, the nonconforming lots may be conveyed separately or together, provided that the State Minimum Lot Size Law (12 M.R.S.A. §§ 4807-A through 4807-D) and the State of Maine Subsurface Waste Water Disposal Rules are complied with.

(b) If two or more principal uses or structures existed on a single lot of record on the effective date of this chapter, each may be sold as a separate lot, provided that the sale(s) complies with above-referenced law and rules. When such lots are divided, each lot thus created must be as conforming as possible to the dimensional requirements of this chapter.

(3) Contiguous lots, vacant or partially built. If two or more contiguous lots or parcels are in single or joint ownership of record at the time of or since adoption or amendment of this chapter, if any of these lots do not individually meet the dimensional requirements of this chapter or subsequent amendments, and if one or more of the lots are vacant or contain no principal structure, the lots shall be combined to the extent necessary to meet the dimensional requirements. This provision shall not apply to two or more contiguous lots, at least one of which is nonconforming, owned by the same person or persons on the effective date of this chapter and recorded in the Registry of Deeds if the lot is served by a public sewer or can accommodate a subsurface sewage disposal system in conformance with the State of Maine Subsurface Waste Water Disposal Rules, and:

(a) Each lot contains at least 100 feet of shore frontage and at least 20,000 square feet of lot area; or

(b) Any lots that do not meet the frontage and lot size requirements of Subsection E(3)(a) are reconfigured or combined so that each new lot contains at least 100 feet of shore frontage and 20,000 square feet of lot area.

§ 185-13. Establishment of districts.

A. Resource Protection District. The Resource Protection District includes areas in which development could adversely affect water quality, productive habitat, biological ecosystems, or scenic and natural values. This district shall include the following areas when they occur within the limits of the

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shoreland zone, exclusive of the Stream Protection District, except that areas which are currently developed and areas which meet the criteria for the General Development District need not be included within the Resource Protection District:

(1) Areas within 250 feet, horizontal distance, of the upland edge of freshwater wetlands and wetlands associated with great ponds and rivers, which are rated "moderate" or "high" value waterfowl and wading bird habitat, including nesting and feeding areas, by the Maine Department of Inland Fisheries and Wildlife (MDIF&W) that are depicted on a Geographic Information System (GIS) data layer maintained by either MDIF&W or the Maine Department of Environmental Protection as of May 1, 2006. For the purposes of this subsection, "wetlands associated with great ponds and rivers" shall mean areas characterized by nonforested wetland vegetation and hydric soils that are contiguous with a great pond or river, and have a surface elevation at or below the water level of the great pond or river during the period of normal high water. "Wetlands associated with great ponds or rivers" are considered to be part of that great pond or river. **[Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I)]**

(2) Floodplains along rivers and floodplains along artificially formed great ponds along rivers, defined by the 100-year floodplain as designated on the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Maps or Flood Hazard Boundary Maps, or the flood of record, or in the absence of these, by soil types identified as recent floodplain soils.

(3) Areas of two or more contiguous acres with sustained slopes of 20% or greater.

(4) Areas of two or more contiguous acres supporting wetland vegetation and hydric soils, which are not part of a freshwater wetland as defined, and which are not surficially connected to a water body during the period of normal high water.

NOTE: These areas usually consist of forested wetlands abutting water bodies and nonforested wetlands.

(5) Land areas along rivers subject to severe bank erosion, undercutting, or river bed movement, which are subject to severe erosion or mass movement.

(6) Other land areas designated as resource protection on the Windham Official Land Use Map. **[Added 10-12-2021]**

B. Limited Residential District. The Limited Residential District includes those areas suitable for residential and recreational development. It includes areas other than those in the Resource Protection District, or Stream Protection District, and areas which are used less intensively than those in General Development District.

C. General Development District. The General Development District includes the following types of areas:

(1) Areas of two or more contiguous acres devoted to commercial, industrial or intensive recreational activities, or a mix of such activities, including but not limited to the following:

(a) Areas devoted to manufacturing, fabrication, or other industrial activities;

(b) Areas devoted to wholesaling, warehousing, retail trade and service activities, or other commercial activities; and

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(c) Areas devoted to intensive recreational development and activities, such as, but not limited to, amusement parks, race tracks and fairgrounds.

(2) Areas otherwise discernible as having patterns of intensive commercial, industrial or recreational uses. Portions of the General Development District may also include residential development. However, no area shall be designated as a General Development District based solely on residential use.

(3) In areas adjacent to great ponds classified GPA and adjacent to rivers flowing to great ponds classified GPA, the designation of an area as a General Development District shall be based upon uses existing at the time of adoption of this chapter. There shall be no newly established General Development Districts or expansions in area of existing General Development Districts adjacent to great ponds classified GPA, and adjacent to rivers that flow to great ponds classified GPA.

D. Stream Protection District. The Stream Protection District includes all land areas within 100 feet, horizontal distance, of the normal high-water line of a stream, exclusive of those areas within 250 feet, horizontal distance, of the normal high-water line of a great pond or river or within 250 feet, horizontal distance, of the upland edge of a freshwater wetland, or as shown on the Official Land Use Map. Where a stream and its associated shoreland area is located within 250 feet, horizontal distance, of the above water bodies or wetlands, that land area shall be regulated under the terms of the shoreland district associated with that water body or wetland. **[Amended 10-12-2021]**

§ 185-14. Table of Land Uses. [Amended 10-12-2021; 6-16-2022 by Order No. 22-108; 12-12-2024 by Order No. 24-173]

All land use activities, as indicated in Table 1, Land Uses in the shoreland zone, shall conform with all of the applicable land use standards in § 185-15. The district designation for a particular site shall be determined from the Official Land Use Map.

Key to Table 1:

YES: Allowed (no permit required but the use must comply with all applicable land use standards)

NO: Prohibited

CEO: Allowed with permit issued by the Code Enforcement Officer

LPI: Allowed with permit issued by the local Plumbing Inspector

PB: Allowed with permit issued by the Planning Board

PB-SP: Allowed with site plan approval issued by the Planning Board in accordance with Article 8 of Chapter 120, Land Use

Abbreviations:

RP: Resource Protection

LR: Limited Residential

GD: General Development

SP: Stream Protection

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Table 1. Land Uses in the Shoreland Zone				
Land Uses	Districts			
	SP	RP	LR	GD
Agriculture	YES	PB-SP	YES	YES
Aquaculture	PB-SP	PB-SP	PB-SP	YES
Campgrounds	NO	NO[6]	PB-SP	PB-SP
Clearing or removal of vegetation for activities other than timber harvesting	CEO	CEO[1]	~~YES~~CEO	~~YES~~CEO
Conversions of seasonal residences to year-round residences	LPI	LPI	LPI	LPI
Emergency operations	YES	YES	YES	YES
Essential services	PB-SP[5]	PB-SP[5]	PB-SP	PB-SP
A. Roadside distribution lines (34.5kV and lower)	CEO[5]	CEO[5]	YES[11]	YES[11]
B. Nonroadside or cross-country distribution lines involving 10 poles or fewer in the shoreland zone	CEO[5]	CEO[5]	CEO	CEO
C. Nonroadside or cross-country distribution lines involving 11 or more poles in the shoreland zone	PB[5]	PB[5]	PB	PB
Filling and earthmoving of less than 10 cubic yards	CEO	CEO	YES	YES
Filling and earthmoving of more than 10 cubic yards	CEO	PB	CEO	CEO
Fire prevention activities	YES	YES	YES	YES
Home occupations	CEO	CEO	CEO	CEO
Individual, private campsites	CEO	CEO	CEO	CEO
Marijuana businesses				
A. Medical marijuana registered caregiver/medical marijuana registered caregiver (home occupation)	NO	NO	NO	CEO
B. Other marijuana businesses	NO	NO	NO	NO
Marinas	PB-SP	NO	PB-SP	PB-SP
Mineral exploration	NO	YES[2]	YES[2]	YES[2]
Mineral extraction, including sand and gravel extraction	NO	PB-SP[13]	PB-SP[13]	PB-SP[13]
Motorized vehicular traffic on existing roads and trails	YES	YES	YES	YES
Nonintensive recreational uses not requiring structures, such as hunting, fishing and hiking	YES	YES	YES	YES
Parking facilities	NO	PB-SP	PB-SP	PB-SP

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Table 1. Land Uses in the Shoreland Zone				
Land Uses	Districts			
	SP	RP	LR	GD
Permanent piers, docks, wharves, bridges and other structures and uses extending over or below the normal high-water line or within a wetland	PB-SP	PB-SP	PB-SP	PB-SP
Principal structures and uses				
A. One- and two-family residential, including driveways	PB-~~SP~~[4]	PB-~~SP~~[9]	CEO	CEO
B. Multifamily dwelling	NO	NO	PB-SP	PB-SP
C. Commercial	NO	NO[10]	NO[10]	PB-SP
D. Industrial	NO	NO	NO	PB-SP
E. Governmental and institutional	NO	NO	PB-SP	PB-SP[8]
F. Small nonresidential facilities for educational, scientific, or nature interpretation purposes	PB-~~SP~~[4]	PB-~~SP~~	CEO	CEO
Private sewage disposal systems for allowed uses	LPI	LPI	LPI	LPI
Structures accessory to allowed uses	~~CEO~~PB[4]	~~CEO~~PB	CEO	CEO
Public and private recreational areas involving minimal structural development	PB-SP	PB-SP	PB-SP	PB-SP
Road and driveway construction	CEO	PB-SP[7]	CEO	CEO
Service drops, as defined, to allowed uses	YES	YES	YES	YES
Signs	CEO	CEO	CEO	CEO
Soil and water conservation practices	YES	YES	YES	YES
Structures accessory to allowed uses	CEO	CEO	CEO	CEO
Surveying and resource analyses	YES	YES	YES	YES
Uses similar to allowed uses	CEO	CEO	CEO	CEO
Uses similar to uses requiring a CEO permit	CEO	CEO	CEO	CEO
Uses similar to uses requiring a PB permit	PB	PB	PB	PB
Uses similar to permitted uses requiring PB site plan approval	PB-SP	PB-SP	PB-SP	PB-SP
Wildlife management practices	YES	YES	YES	YES
Wireless telecommunications facilities	NO	NO	NO	PB[14]

1 In RP not allowed within 75 feet, horizontal distance, of the normal high-water line of great ponds, except to remove safety hazards.

2 Requires permit from the CEO if more than 100 square feet of surface area, in total, is disturbed.

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3 In RP not permitted in areas so designated because of wildlife value.

4 Provided that a variance from the setback requirements is obtained from the Board of Appeals.

5 See further restrictions in § 185-15L.

6 Except when area is zoned for RP due to floodplain criteria, in which case a permit is required from the PB.

7 Except as provided in § 185-15H(43), and except when the total amount of disturbed area will be 25,000 square feet or less, in which case only a Planning Board permit is required.

8 Correction facilities are a special exception in the General Development (GD) District requiring both Planning Board and Board of Appeals approval. Correction facilities must meet the performance standards listed under Article 5, § 120-516, of Chapter 120, Land Use.

9 Single-family residential structures may be allowed by special exception only according to the provisions of § 185-16G, Special exceptions. Two-family residential structures prohibited.

10 Except for commercial uses otherwise listed in this table, such as marinas and campgrounds, that are allowed in the respective district.

11 Permit not required, but must file a written notice of intent to construct with CEO.

13 Mineral extraction must also receive site plan review and approval under Article 6 of Chapter 120, Land Use

14 Wireless telecommunications facilities also require Planning Board review and approval under Chapter 240.

NOTE: A person performing any of the following activities shall require a permit from the Department of Environmental Protection, pursuant to 38 M.R.S.A. § 480-C, if the activity occurs in, on, over or adjacent to any freshwater wetland, great pond, river, stream or brook and operates in such a manner that material or soil may be washed into them:

A. Dredging, bulldozing, removing or displacing soil, sand, vegetation or other materials;

B. Draining or otherwise dewatering;

C. Filling, including adding sand or other material to a sand dune; or

D. Any construction or alteration of any permanent structure.

§ 185-15. Land use standards. [Amended 10-12-2021; 6-16-2022 by Order No. 22-108; 12-12-2024 by Order No. 24-173]

All land use activities within the shoreland zone shall conform with the following provisions, if applicable. Site plan review may also be applicable to development in the shoreland zone. Please refer to Chapter 120, Land Use, Article 8, Site Plan Review, of the Town Code.

A. Minimum lot standards.

(1) Requirements. Lots shall meet or exceed the following minimum requirements:

(a) Minimum lot size.

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§ 185-15P(2). Section 185-15P(2) does not apply to those portions of public recreational facilities adjacent to public swimming areas as long as cleared areas are limited to the minimum area necessary.

(3) Distances greater than 100 feet.

(a) At distances greater than 100 feet, horizontal distance, from a great pond classified GPA or a river flowing to a great pond classified GPA, and 75 feet, horizontal distance, from the normal high-water line of any other water body, tributary stream, or the upland edge of a wetland, there shall be allowed on any lot, in any ten-year period, selective cutting of not more than 40% of the volume of trees four inches or more in diameter, measured 4 1/2 feet above ground level. Tree removal in conjunction with the development of permitted uses shall be included in the 40% calculation. For the purposes of these standards, volume may be considered to be equivalent to basal area.

(b) In no event shall cleared openings for any purpose, including, but not limited to, principal and accessory structures, driveways, lawns and sewage disposal areas, exceed, in the aggregate, 25% of the lot area within the shoreland zone or 10,000 square feet, whichever is greater, including land previously cleared. This provision applies to the portion of a lot within the shoreland zone, including the buffer area, but shall not apply to the General Development District.

(4) Existing openings. Legally existing nonconforming cleared openings may be maintained, but shall not be enlarged, except as allowed by this chapter.

(5) Reverted fields. Fields and other cleared openings which have reverted to primary shrubs, trees, or other woody vegetation shall be regulated under the provisions of § 185-15P.

Q. Hazard trees, storm-damaged trees, and dead tree removal.

(1) Hazard trees in the shoreland zone may be removed ~~without~~upon receipt of a permit ~~after consultation with~~from the Code Enforcement Officer, which may be issued if the following requirements are met:

(a) Within the shoreline buffer, if the removal of a hazard tree results in a cleared opening in the tree canopy greater than 250 square feet, replacement with native tree species is required, unless there is new tree growth already present. New tree growth must be as near as practicable to where the hazard tree was removed and be at least two inches in diameter, measured at 4.5 feet above the ground level. If new growth is not present, then replacement trees shall consist of native species and be at least four feet in height, and be no less than two inches in diameter. Stumps may not be removed.

(b) Outside of the shoreline buffer, when the removal of hazard trees exceeds 40% of the volume of trees four inches or more in diameter, measured at 4.5 feet above ground level in any ten-year period, and/or results in cleared openings exceeding 25% of the lot area within the shoreland zone, or 10,000 square feet, whichever is greater, replacement with native tree species is required, unless there is new tree growth already present. New tree growth must be as near as practicable to where the hazard tree was removed and be at least two inches in diameter, measured at 4.5 feet above the ground level. If new growth is not present, then replacement trees shall consist of native species and be at least two inches in diameter, measured at 4.5 feet above the ground level.

(c) The removal of standing dead trees, resulting from natural causes, is permissible without

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the need for replanting or a permit, as long as the removal does not result in the creation of new lawn areas, or other permanently cleared areas, and stumps are not removed. For the purposes of this provision, "dead trees" are those trees that contain no foliage during the growing season.

(d) The Code Enforcement Officer may require the property owner to submit an evaluation from a licensed forester or arborist before any hazard tree can be removed within the shoreland zone.

(e) The Code Enforcement Officer may require more than a one-for-one replacement for hazard trees removed that exceed eight inches in diameter measured at 4.5 feet above the ground level.

(2) Storm-damaged trees in the shoreland zone may be removed ~~without~~ upon receipt of a permit ~~after consultation with~~from the Code Enforcement Officer, which may be issued ~~if~~ the following requirements are met:

(a) Within the shoreline buffer, when the removal of storm-damaged trees results in a cleared opening in the tree canopy greater than 250 square feet, replanting is not required, but the area shall be required to naturally revegetate, and the following requirements must be met:

[1] The area from which a storm-damaged tree is removed does not result in new lawn areas, or other permanently cleared areas;

[2] Stumps from the storm-damaged trees may not be removed;

[3] Limbs damaged from a storm event may be pruned even if they extend beyond the bottom 1/3 of the tree; and

[4] If, after one growing season, no natural regeneration or regrowth is present, replanting of native tree seedlings or saplings is required at a density of one seedling per every 80 square feet of lost canopy.

(b) Outside of the shoreline buffer, if the removal of storm damaged trees exceeds 40% of the volume of trees four inches or more in diameter, measured at 4.5 feet above the ground level in any ten-year period, or results, in the aggregate, in cleared openings exceeding 25% of the lot area within the shoreland zone or 10,000 square feet, whichever is greater, and no natural regeneration occurs within one growing season, then native tree seedlings or saplings shall be replanted on a one-for-one basis.

R. Exemptions to clearing and vegetation removal requirements. The following activities are exempt from the clearing and vegetation removal standards set forth in § 185-15P, provided that all other applicable requirements of this chapter are complied with, and the removal of vegetation is limited to that which is necessary:

(1) The removal of vegetation that occurs at least once every two years for the maintenance of legally existing areas that do not comply with the vegetation standards in this chapter, such as but not limited to cleared openings in the canopy or fields. Such areas shall not be enlarged, except as allowed by this section. If any of these areas, due to lack of removal of vegetation every two years, reverts back to primarily woody vegetation, the requirements of § 185-15P apply;

(2) The removal of vegetation from the location of allowed structures or allowed uses, when the shoreline setback requirements of § 185-15B are not applicable;

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