SEBAGO TECHNICS

CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE

TOWN OF WINDHAM
MAJOR SITE PLAN AND SUBDIVISION AMENDMENT APPLICATION

Prepared for:

WDCJCS Subdivision Amendment
Former John A. Andrew School Site Redevelopment
55 High Street / 0 Acadmey Street
Windham, ME 04062

Prepared for:

Great Falls Construction
20 Mechanic Street
Gorham, ME 04038

and

Westbrook Development Corp.
30 Liza Harmon Drive
Westbrook, ME 04092

Prepared by:

Sebago Technics, Inc.
75 John Roberts Road, Suite 4A
South Portland, Maine 04106

August 2025

240577-01

WDCJCS Subdivision
Final Plan Application

Table of Contents

August 18, 2025
240577-01

Steve Puleo, *Planning Director*
Amanda Lessard, *Senior Planner/Project Manager*
Town of Windham Planning Department
8 School Road, Windham ME 04062

Re: Major Site Plan & Subdivision Amendment Application – WDCJS Subdivision
55 High Street/0 Academy Street, Windham; Map 37, Lot 24

Dear Steve, Amanda, and Members of the Planning Board,

On behalf of Great Falls Construction, Inc., and Westbrook Development Corporation, Sebago Technics, Inc. has prepared this letter, the enclosed application materials, and attached plans for our Final Site Plan and Subdivision Amendment application for the redevelopment of the former John A. Andrew school property. This site is located at 55 High Street in the Town of Windham, and can further be identified on the Town Tax Map 37 as Lot 24.

Existing Conditions: The property subject to this application is the site of the former John A. Andrew school building. The site is approximately 2.39 acres in size, and is zoned under the Windham Village Commercial District. The site is largely surrounded by undeveloped, wooded areas to the east, and residential development to the north, south and west across High Street. The topography of the site is described as sloping upwards from High Street, relatively level in the middle (where the former school building is located), and sloping back downwards towards the rear. The site also contains a small wetland area located along the northeastern border of the parcel, which is reflected on the plans submitted.

Project Description: This amendment application proposes to construct an additional seventeen (17) market-rate apartments within the mixed-income development. This would create a total of thirty-five (35) units onto the subject property. Also included under the scope of this application is the construction of associated parking areas, internal vehicular drive aisles, pedestrian pathways, landscaped buffering, subsurface stormwater treatment measures, and the completion of the centralized open space area.

Utilities: This project is proposed to be served by available public utilities currently located along High Street. Water and sewer service will be accomplished through connecting to the Portland Water District (PWD) mains within High Street, and will be extended interior to the site to serve each building. This development will also connect to the existing natural gas line along High Street, as well as connecting to existing overhead electrical service and continue power underground within the site. Part of the site's overall design includes

connection to the Town's public MS4 system. Please see the correspondence from the Town Engineer within the enclosed application materials, stating that the Town has sufficient capacity to service the anticipated demand from this proposed development.

Project Approvals: The Town of Windham Planning Board approved a previous Major Site Plan and Major Subdivision application on this site at their October 28, 2024, meeting. This approval permitted the construction of a mixed-income development with eighteen (18) affordable senior housing (55+) apartment units contained within four (4) buildings. A Maine Department of Environmental Protection (MDEP) Stormwater Management Law Permit has been submitted and approved, with our approval enclosed within the submitted application materials.

We appreciate your attention to this project, and we look forward to its successful completion. Upon your review, please contact me if you have any questions or require additional information at absegal@sebagotechnics.com or by phone at (207) 200-2055. Thank you for your time and consideration.

Sincerely,

SEBAGO TECHNICS, INC.

Amy Bell Segal, RLA
Vice President of Landscape Architecture
Maine Licensed Landscape Architect

Section 1

Application Forms & Agent Authorization

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	☐ $1,3000.00 ☐ $_____ ☐ $_____ ☐ $_____ ☐ $_____ ☐ $_____ ☐ $_____	**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): 37	Lot(s): 24	Zoning District(s):	Village Comm. (VC)	Size of the Parcel in SF:	~2.39 ac
	Total Disturbance. >1Ac	☒ Y ☐ N	Estimated. Building SF:		IF NO BUILDING; Estimated SF of Total Development:		
	Physical Address:	55 High Street, Windham		Watershed:	Upper Presumpscot River		
PROPERTY OWNER'S INFORMATION	Name:	Jonathan Smith, President		Name of the Business:			
	Phone:	(207) 839-2744		Mailing Address:	20 Mechanic Street Gorham, ME 04038		
	Fax or Cell:						
	Email:	jon@greatfallsinc.com					
APPLICANT'S INFORMATION (*IF DIFFERENT FROM OWNER*)	Name:	Tyler Norod		Name of Business:	Westbrook Development Corp		
	Phone	(207)-956-1575		Mailing Address:			
	Fax or Cell						
	Email:	tnorod@westbrookdevelopmentcorp.org					
APPLICANT'S AGENT INFORMATION	Name:	Amy Bell Segal, RLA		Name of Business:	Sebago Technics, Inc		
	Phone:	207-200-2055		Mailing Address:	75 John Roberts Road Suite 4A, South Portland, ME, 04106		
	Fax or Cell:	(207) 856-2206					
	Email:	absegal@sebagotechnics.com					

PROJECT INFORMATION

Existing Land Use ***(Use extra paper, if necessary)*****:**
Please see the Cover Letter attached with this application for information regarding the proposed changes to the approved subdivision.

Provide a narrative description of the Proposed Project ***(Use extra paper, if necessary)*****:**
Please see the Cover Letter attached with this application for information regarding the proposed project.

Provide a narrative description of construction constraints (wetlands, shoreland zone, flood plain, non-conformance, etc.):
Please see the Cover Letter attached with this application for a description of development and construction constraints.

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.	N/A	☐	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	N/A	☐
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	N/A	☐

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.	N/A	☐
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	X	☐	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	☐	x. Location of all utilities, including fire protection systems	X	☐
1. Annual corporate report	X	☐	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	X	☐	**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	X	☐	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.*

amy bell segal

08/18/0225

DATE

Amy Bell Segal, RLA - Sebago Technics, Inc.

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) #** 37	**Lot(s) #** 24	**Zoning District(s)**	**Village Comm. (VC)**	**Total Land Area SF:**		
	# Lots/dwelling units:		**Total Distr. >1Ac.** ☒ Y ☐ N			**Est. Road Length(ft):**		
	Physical Address:	**55 High Street, Windham ME**		**Watershed:**	**Upper Presumpscot River**			

PROPERTY OWNER'S INFORMATION	**Name:**	**Jonathan Smith, President**	**Name of Business:**	**Great Falls Construction**
	Phone:	**207-839-2744**	**Mailing Address:**	
	Fax or Cell:			
	Email:	**jon@greatfallsinc.com**		
APPLICANT'S INFORMATION (*IF DIFFERENT FROM OWNER*)	**Name:**	**Tyler Norod**	**Name of Business:**	**Westbrook Development Corp.**
	Phone:	**207-956-1575**	**Mailing Address:**	30 Liza Harmon Drive
	Fax or Cell:			**Westbrook, ME 04092**
	Email:	**tnorod@westbrookdevelopmentcorp.org**		
APPLICANT'S AGENT INFORMATION	**Name:**	Amy Bell Segal, RLA	**Name of Business:**	**Sebago Technics, Inc.**
	Phone:	**(207)-200-2055**	**Mailing Address:**	75 John Roberts Road, Suite 4A
	Fax or Cell:	**(207)-856-2206**		South Portland, ME- 04106
	Email:	**absegal@sebagotechnics.com**		

PROJECT INFORMATION

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

Please see the Cover Letter attached with this application for information regarding the proposed changes to the approved subdivision.

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

Please see the Cover Letter attached with this application for information regarding the proposed project.

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

Please see the Cover Letter attached with this application for a description of development and construction constraints.

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.	X	☐	1. All information presented on the Preliminary Plan, and any amendments suggested or required by the Board.	X	☐
2. Evidence that the escrow account balance is greater than 25% of the initial Preliminary Plan deposit.	X	☐	2. Map and lot numbers for all lots as assigned by the Town of Windham Assessing Department.	X	☐
3. If public open space is to be provided, written offers of cession to the Town of Windham shall be provided.	N/A	☐	3. Seal of the Maine Licensed Professional who prepared the plan.	X	☐
4. If the subdivider reserves title to spaces within the subdivision, provide copies of agreements or other documents.	X	☐	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.	N/A	☐
5. Copies of any outside agency approvals.	X	☐	5. Location of all permanent monuments.	X	☐
6. Statement from the Maine Inland Fisheries & Wildlife that no significant wildlife habitat exists on the site.	X	☐	**PDF\Electronic Submission.**	X	☐
7. Digital transfer of subdivision plan data (GIS format).	X	☐			

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.*

amy bell segal

08/18/0225
DATE

Amy Bell Segal, RLA - Sebago Technics, Inc.
PLEASE TYPE OR PRINT THE NAME

AGENT AUTHORIZATION

APPLICANT/ OWNER	Name	Jonathan Smith, Great Falls Construction and/or assigns		
PROPERTY DESCRIPTION	Physical Address	20 Mechanic Street Gorham, ME 04038	Map	37
			Lot	24
APPLICANT'S AGENT INFORMATION	Name	Sebago Technics, Inc. c/o Amy Bell-Segal, RLA		
	Phone	(207) 200-2100	Business Name & Mailing Address	SEBAGO TECHNICS, INC. 75 John Roberts Road, Suite 4A South Portland, ME 04106

9/9/24

APPLICANT SIGNATURE DATE

PLEASE TYPE OR PRINT NAME HERE

JONATHAN E. SMITH
PRESIDENT, GREAT FALLS CONSTRUCTION

amybellsegal.

APP)9/2024

Amy Bell-Segal, RLA
Project Manager
Sebago Technics, Inc.

PLEASE TYPE OR PRINT NAME HERE

AGENT AUTHORIZATION

APPLICANT/ OWNER	Name	Tyler Norod, Development Director Westbrook Development Corporation			
PROPERTY DESCRIPTION	Physical Address	30 Liza Harmon Drive Westbrook, ME 04092		Map	37
				Lot	24
APPLICANT'S AGENT INFORMATION	Name	Sebago Technics, Inc. c/o Amy Bell-Segal, RLA			
	Phone	(207) 200-2100	Business Name & Mailing Address	SEBAGO TECHNICS, INC. 75 John Roberts Road, Suite 4A South Portland, ME 04106	

Tyler Norod 10/1/24

APPLICANT SIGNATURE DATE

Tyler Norod

PLEASE TYPE OR PRINT NAME HERE

amybellsegal.

APP)9/2024

Amy Bell-Segal, RLA
Project Manager
Sebago Technics, Inc.

PLEASE TYPE OR PRINT NAME HERE

Section 2

Location & Resource Maps

Section 2 – Location & Resource Maps

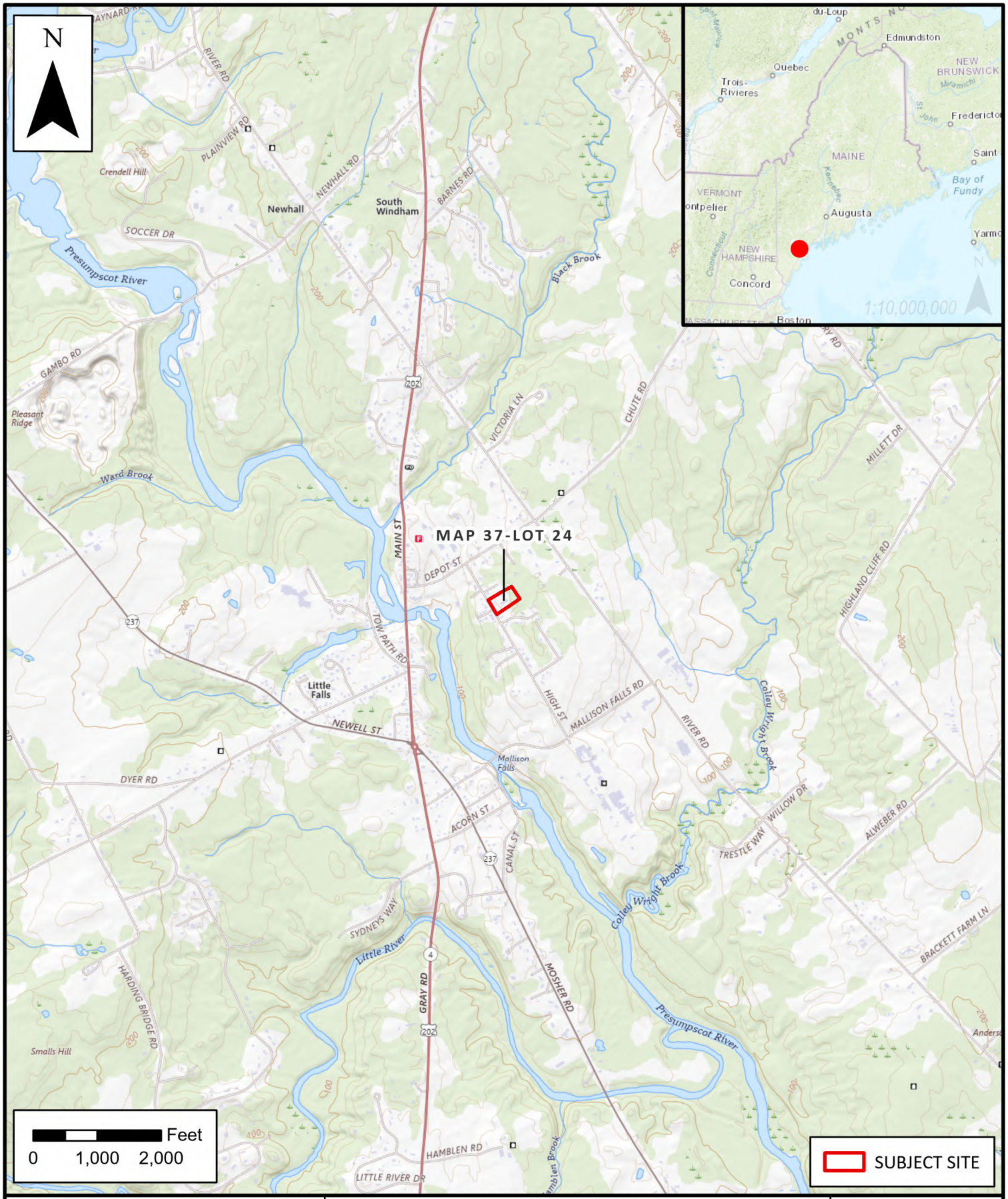
Location Map: Enclosed within this Section is a Location Map, a mapped excerpt from the USGS quadrangle showing the site's location for identification purposes. The project site is located at 55 High Street in the Town of Windham, Maine.

Tax Map: The site can further be identified on the Town of Windham's Tax Map 37 as Lot 24. The referenced Tax Map is also enclosed within this Section with a leader identifying the site.

Zoning Map: For reference, a Zoning Map is also enclosed within this Section. This map details the subject property is located within the Village Commercial (VC) Zoning District, and is abutting the Residential Medium (RM) district to the south and the Village Residential (VR) district to the northwest.

Flood Map: The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Panel 23005C0656F, effective June 20, 2024, shows that the site is wholly located within an area of minimal flooding. A copy of this map is also enclosed within this Section.

Resource Maps: There are two (2) additional maps enclosed within this Section that identify resources on and around the project site. The first is a Wetlands & Waterbodies map, that shows nearby wetlands and rivers in proximity to the site. The second map is a Plant & Animal Habitat Map, using data sourced from the Maine Department of Inland Fisheries & Wildlife (MDIFW) Beginning with Habitat data. This map shows that there are not any areas on or around the site that contain high value plant or animal habitats, water resources, or riparian habitats.



SEBAGO TECHNICS

WWW.SEBAGOTECHNICS.COM
75 John Roberts Rd. - Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

LOCATION MAP

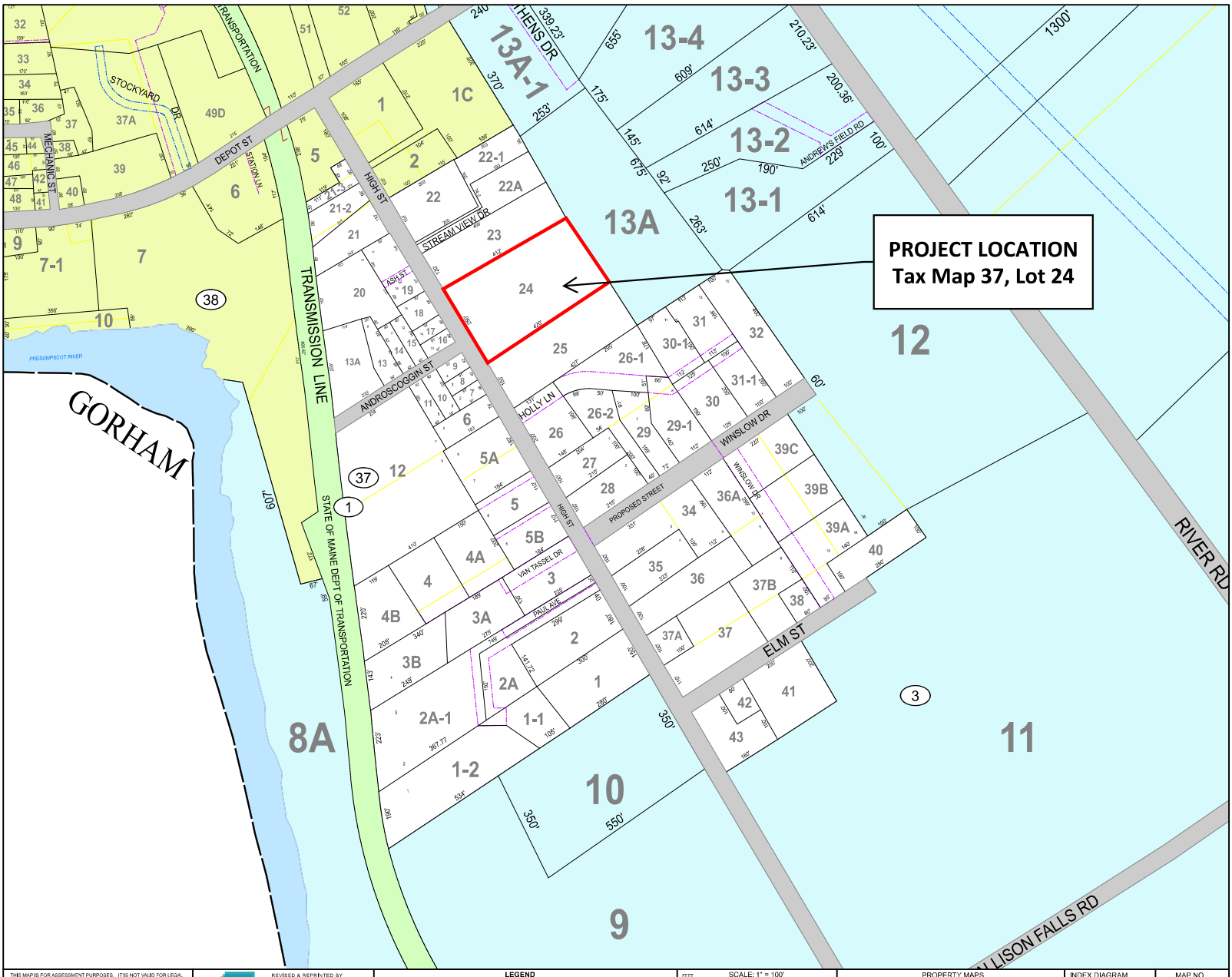
JOHN A. ANDREW SCHOOL - SITE REDEVELOPMENT

SCALE: 1:24,000

DATE: 8/28/2024

LOCATION:
55 HIGH ST
WINDHAM, ME

INFORMATION:
MAINE GEOLIBRARY
USGS QUADRANGLE



THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.

THE HORIZONTAL DATUM IS THE MAINE STATE PLANE COORDINATE SYSTEM, NAD 83.

ORIGINAL MAPPING BY JAMES W. SEWALL COMPANY, OLD TOWN, MAINE

REVISED & REPRINTED BY
CAI Technologies
Precision Mapping, Geospatial Solutions
11 Pleasant Street, Littleton, NH 03561
800.922.8411 • www.caimaps.com

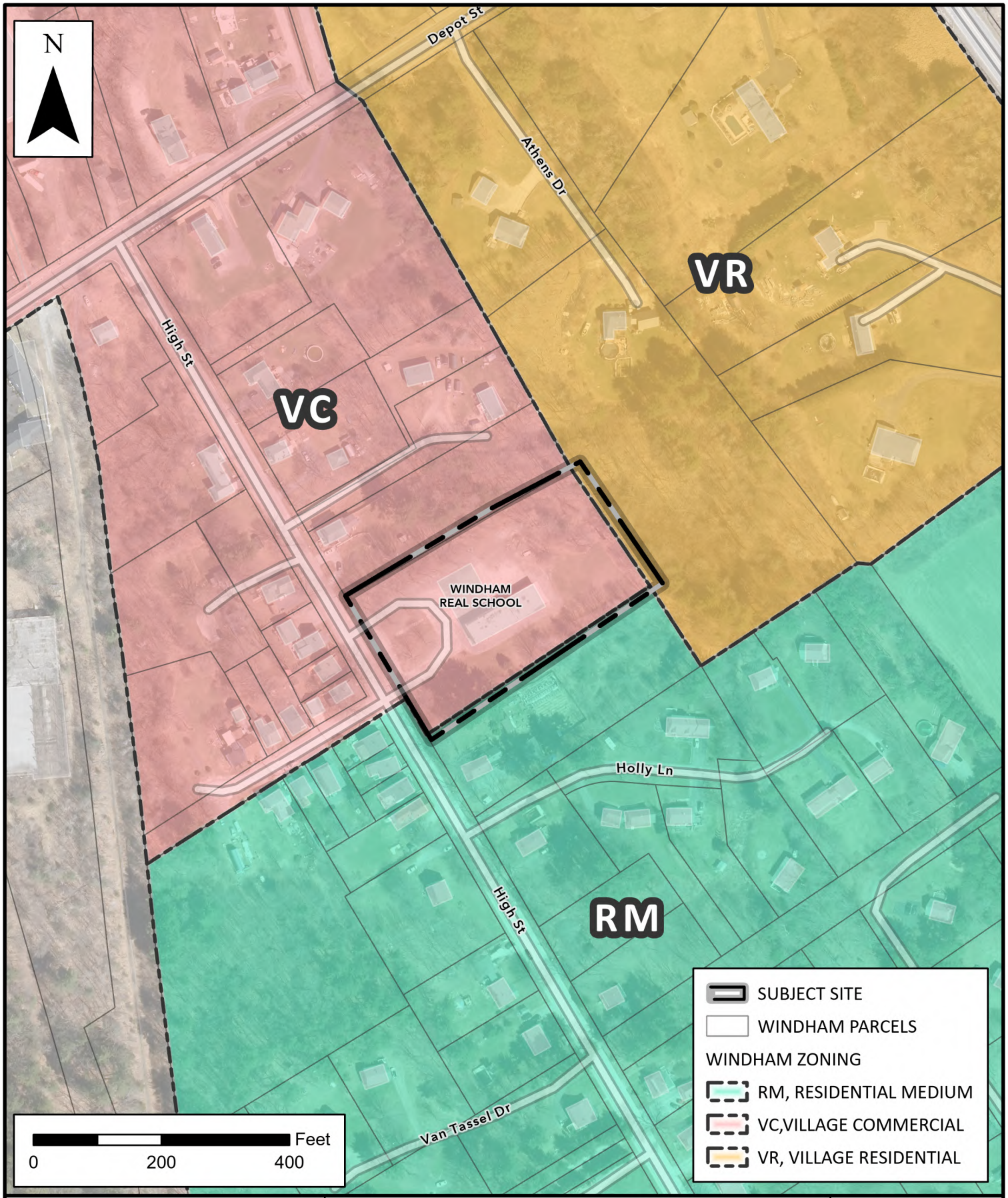
LEGEND
PARCEL NUMBER
RECORD DIMENSION
SUBDIVISION LOT NO.
COMMON OWNERSHIP
STREAMS
CEMETERY
CONSERVATION
FARMSTEAD
OLD PROPERTY LINES
UTILITY LINES
ROW EASEMENT
ROW EASEMENT FIXED

SCALE: 1" = 100'
FEET
METERS
REVISED TO: APRIL 1, 2023

PROPERTY MAPS
WINDHAM
MAINE

INDEX DIAGRAM

MAP NO.
37



SEBAGO TECHNICS
WWW.SEBAGOTECHNICS.COM
75 John Roberts Rd. - Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

ZONING MAP

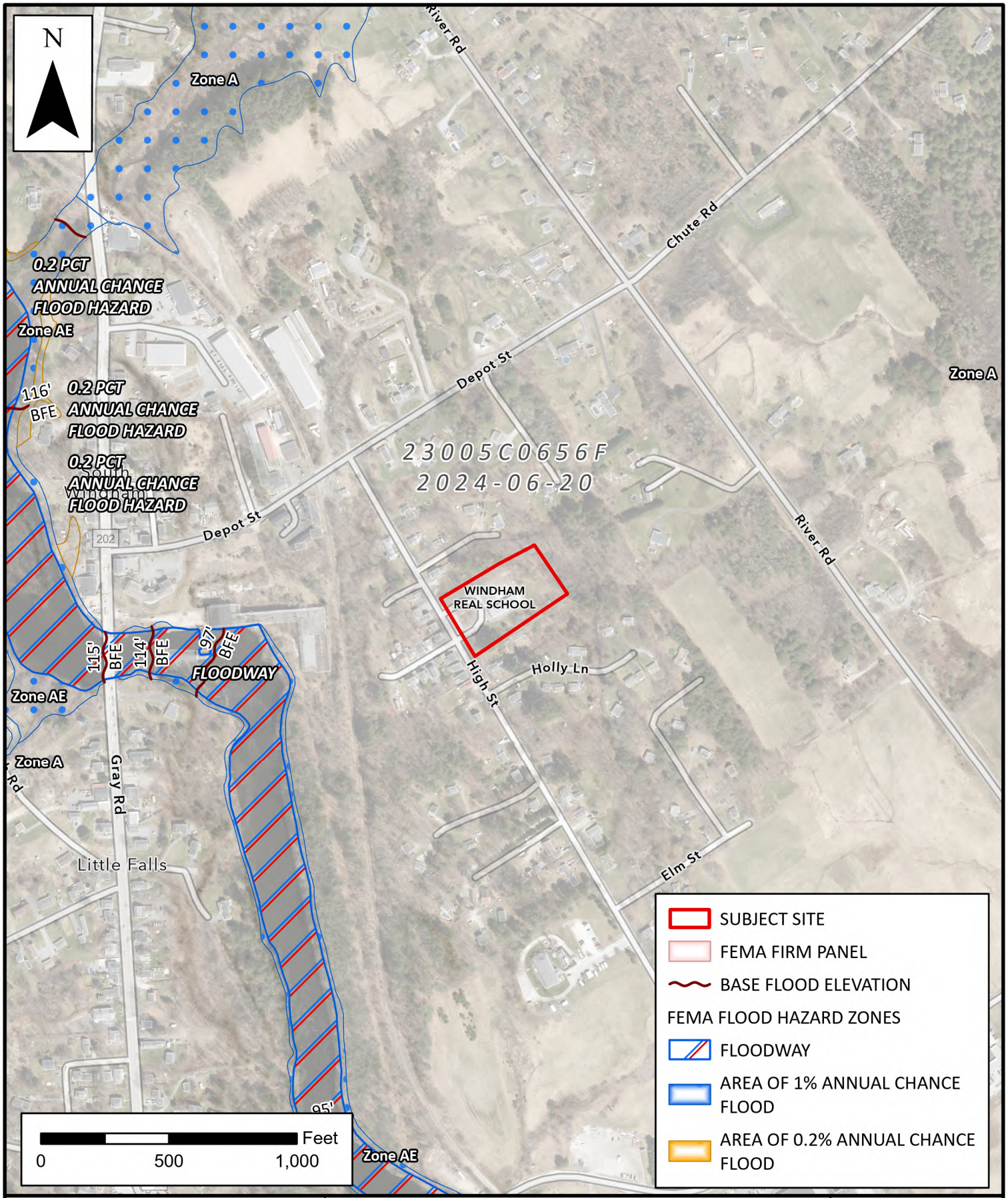
JOHN A. ANDREW SCHOOL - SITE REDEVELOPMENT

SCALE: 1:2,400

DATE: 8/28/2024

LOCATION:
55 HIGH ST
WINDHAM, ME

INFORMATION:
WINDHAM MAINE ZONING MAP
LAST UPDATED 2024-05-08



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South Portland, ME 04106
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FEMA NATIONAL FLOOD HAZARDS

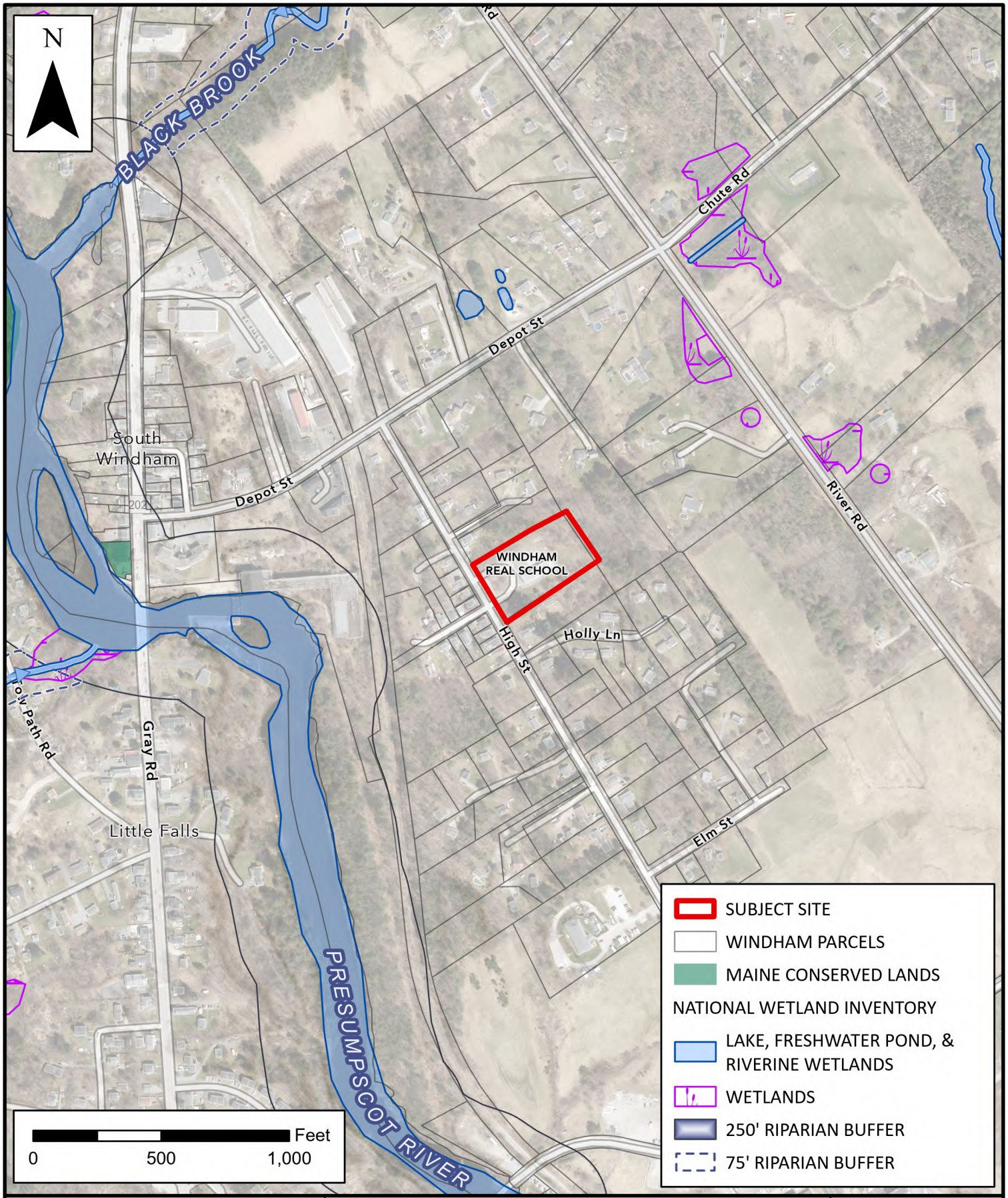
JOHN A. ANDREW SCHOOL - SITE REDEVELOPMENT

SCALE: 1:6,000

DATE: 8/28/2024

LOCATION:
55 HIGH ST
WINDHAM, ME

INFORMATION:
MAINE GEOLIBRARY
FEMA NFHL 2024-07-17



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75 John Roberts Rd. - Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

WETLANDS & WATERBODIES

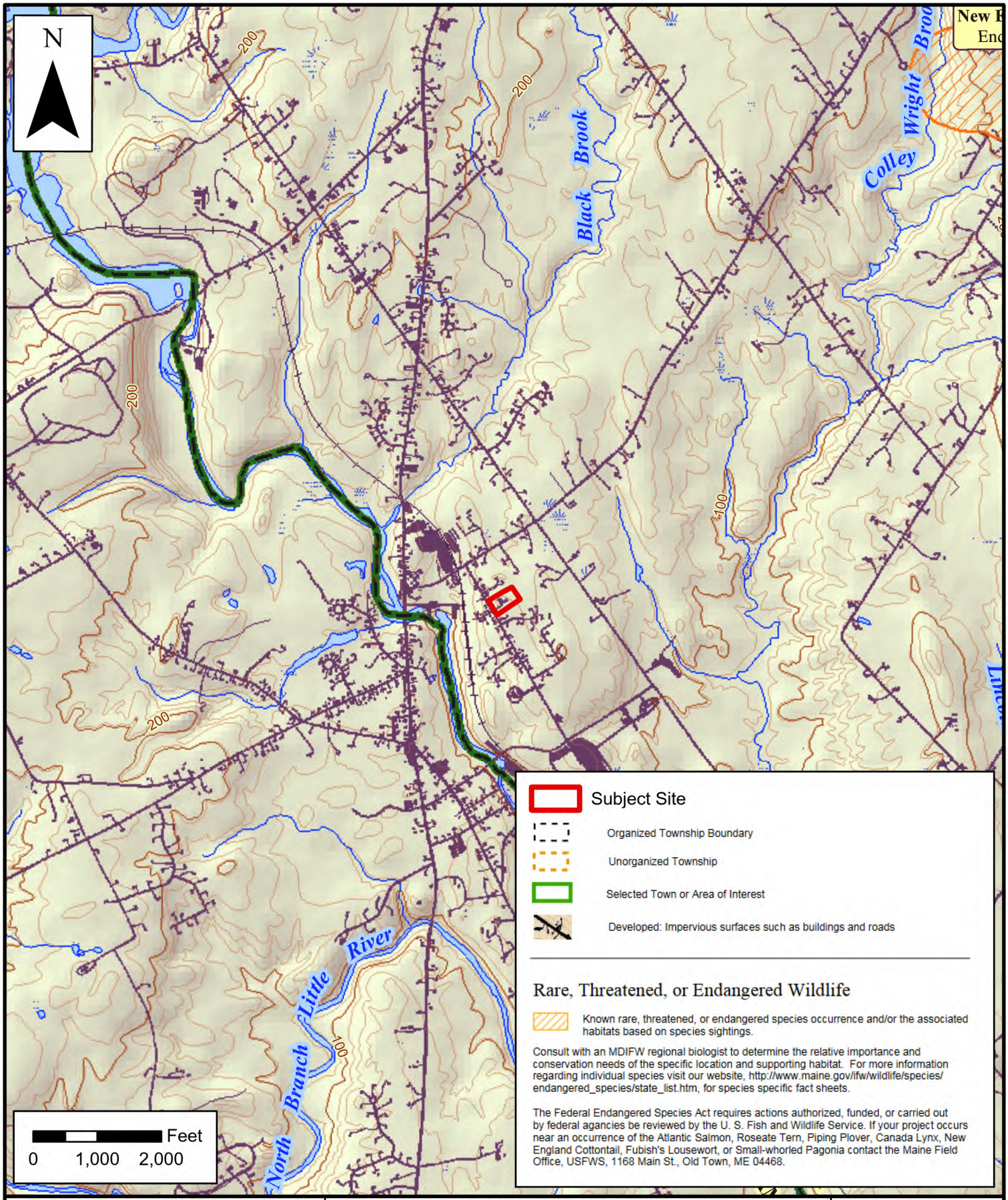
JOHN A. ANDREW SCHOOL - SITE REDEVELOPMENT

SCALE: 1:6,000

DATE: 8/29/2024

LOCATION:
55 HIGH ST
WINDHAM, ME

INFORMATION:
MAINE GEOLIBRARY
NATIONAL WETLAND INVENTORY



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South Portland, ME 04106
Tel. 207-200-2100

HIGH VALUE PLANT & ANIMAL HABITAT

JOHN A. ANDREW SCHOOL - SITE REDEVELOPMENT

SCALE: 1:24,000

DATE: 8/29/2024

LOCATION:
55 HIGH ST
WINDHAM, ME

INFORMATION:
MDIFW BEGINNING WITH HABITAT
HIGH VALUE PLANT & ANIMAL HABITATS - APR. 2016

Section 3

Abutters Information

Section 3 – Abutters Information

For reference, we have included information pertaining to the abutters within a one hundred (100) ft. buffer around the project site. This list includes the map-lot number, location, and property owner. Please see the referenced list enclosed within this Section.

100 feet Abutters List Report

Windham, ME
July 11, 2025

Subject Property:

Parcel Number:	037024000000	Mailing Address:	TOWN OF WINDHAM JOHN A ANDREW SCHOOL 8 SCHOOL ROAD WINDHAM, ME 04062
CAMA Number:	037-024-000-000		
Property Address:	ACADEMY ST		

Abutters:

Parcel Number:	003013A00000	Mailing Address:	REED HOLLY A 11 ATHENS DRIVE WINDHAM, ME 04062
CAMA Number:	003-013-A00-000		
Property Address:	11 ATHENS DR		
Parcel Number:	037006000000	Mailing Address:	SEARS THOMAS SEARS JENELL 44 HIGH ST WINDHAM, ME 04062
CAMA Number:	037-006-000-000		
Property Address:	44 HIGH ST		
Parcel Number:	037007000000	Mailing Address:	HIGGINS EOIN P & SILLS ROBIN MARIE 46 HIGH ST WINDHAM, ME 04062
CAMA Number:	037-007-000-000		
Property Address:	46 HIGH ST		
Parcel Number:	037008000000	Mailing Address:	BUTTS TYLER W & MONTIMURRO SARAH A 48 HIGH STREET WINDHAM, ME 04062
CAMA Number:	037-008-000-000		
Property Address:	48 HIGH ST		
Parcel Number:	037009000000	Mailing Address:	MATTSON DOREEN 50 HIGH ST WINDHAM, ME 04062
CAMA Number:	037-009-000-000		
Property Address:	50 HIGH ST		
Parcel Number:	037016000000	Mailing Address:	SMUTZ CYNTHIA L 54 HIGH ST WINDHAM, ME 04062
CAMA Number:	037-016-000-000		
Property Address:	54 HIGH ST		
Parcel Number:	037017000000	Mailing Address:	HO CHARLIE HO TIMMY 56 HIGH ST WINDHAM, ME 04062
CAMA Number:	037-017-000-000		
Property Address:	56 HIGH ST		
Parcel Number:	037018000000	Mailing Address:	VILLACCI TERRI 58 HIGH STREET WINDHAM, ME 04062
CAMA Number:	037-018-000-000		
Property Address:	58 HIGH ST		
Parcel Number:	037019000000	Mailing Address:	RANDALL ARNOLD P & RANDALL PATRICIA A - RTDD 60 HIGH STREET WINDHAM, ME 04062
CAMA Number:	037-019-000-000		
Property Address:	60 HIGH ST		
Parcel Number:	037023000000	Mailing Address:	JACKSON SARAH 59 HIGH ST WINDHAM, ME 04062
CAMA Number:	037-023-000-000		
Property Address:	59 HIGH ST		

100 feet Abutters List Report

Windham, ME
July 11, 2025

Parcel Number:	037025000000	Mailing Address:	DAMON PAUL L & MARIE A & DAMON GREGORY L 43 HIGH STREET WINDHAM, ME 04062
CAMA Number:	037-025-000-000		
Property Address:	43 HIGH ST		

Section 4

Right, Title, or Interest

Section 4 – Right, Title, or Interest

The current owner of the subject property is the Town of Windham, in accordance with the deed recorded at the Cumberland County Registry of Deeds in Book 40367, Page 18, dated September 18, 2023. The referenced deed and the Purchase and Sale Agreement with the Town/Applicants are enclosed within this Section.

DLN: 1002340249390

Quitclaim Deed without Covenant

REGIONAL SCHOOL UNIT NO. 14, a Maine regional school unit with a mailing address of 228 Windham Center Road, Windham, ME 04062 ("RSU") for consideration paid, hereby grants to **TOWN OF WINDHAM**, a Maine municipality with a mailing address of 8 School Road, Windham, ME 04062 ("Town") RSU's right, title, and interest in and to that certain real property, together with any buildings and improvements thereon, known as the John H. Andrews School, situated at 55 High Street in the Town of Windham, County of Cumberland, and State of Maine, more particularly described in **Exhibit A**, attached hereto and made a part hereof.

See attached Exhibit A

For source of title, reference may be had to that certain deed from the Town to the RSU, dated October 1, 2012 and recorded in the Cumberland County Registry of Deeds in Book 30002, Page 222.

[Signature page follows.]

IN WITNESS WHEREOF, the authorized representative of the RSU has caused this instrument to be executed this 9/18 day of 2023.

WITNESS

REGIONAL SCHOOL UNIT NO. 14

Christopher Howell, Superintendent

STATE OF MAINE
COUNTY OF Cumberland, SS

Then personally appeared before me the above named Christopher Howell, Superintendent of Regional School Unit No. 14 and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said entity.

Before me:

~~Notary Public~~ / Attorney at Law 6086
Print Name: Laura Hartz
Commission Expiry: N/A

DOC :33264 BK:40367 PG:20
RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS
09/18/2023, 02:29:50P
Register of Deeds Jessica M. Spaulding E-RECORDED

EXHIBIT A

A certain lot or parcel of land, together with the buildings and improvements to realty thereon, situated in the Town of Windham, County of Cumberland and State of Maine, commonly known as the John Andrews School Property and being more particularly described as follows:

The premises described in the following deeds as recorded in the Cumberland County Registry of Deeds (the "Registry"):

a) Warranty Deed from Samuel Bragdon to the Inhabitants of School District No. 2 dated September 23, 1886 and recorded in the Registry at Book 574, Page 281;
b) Warranty Deed from Philip L. Ames to the Town of Windham dated May 5, 1953 and recorded in the Registry at Book 2118, Page 459; and
c) Warranty Deed from Edna A. Murch to the Town of Windham dated April 29, 1953 and recorded in the Registry at Book 2127, Page 447.

Also conveying, to the extent not included in the foregoing deeds, all of the Grantor's right, title and interest in and to any other real estate comprising the John Andrews School premises, so-called. Reference is made to Town of Windham Property Tax Map 37, Lot 24, revised as of April 1, 2010.

Being a portion of the premises conveyed by Quitclaim Deed without Covenant from the Inhabitants of the Town of Windham, a/k/a Inhabitants of Windham, a/k/a the Inhabitants of the Municipality of Windham, a/k/a the Town of Windham to Regional School Unit No. 14 dated October 1, 2012 and recorded in the Cumberland County Registry of Deeds in Book 30002, Page 222.

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (the "Agreement") is made this 23rd day of October, 2024 (the "Effective Date") by and between the **TOWN OF WINDHAM**, a municipal corporation and body politic incorporated under the laws of the State of Maine with a place of business at and address of 8 School Road, Windham, ME 04062 (the "Town") and **WESTBROOK DEVELOPMENT CORPORATION**, a Maine Title 13-B non-profit corporation with a place of business at and mailing address of 30 Liza Harmon Drive, Westbrook, ME 04092 ("WDC"), and **GREAT FALLS BUILDERS, INC. D/B/A GREAT FALLS CONSTRUCTION** a Maine corporation with a place of business at and mailing address of 20 Mechanic Street, Gorham, ME 04038 ("GFB" and collectively with WDC, the "Purchaser").

1. **Property**. The Town agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and acquire from the Town, a certain parcel of land and all improvements thereon located at 55 High Street, located in Windham, Cumberland County, Maine, and being further generally depicted on the Town of Windham Tax Map 37, Lot 24, and as described in a deed dated September 18, 2023 and recorded in the Cumberland County Registry of Deeds in Book 40367, Page 18 a copy of which is attached hereto as **Exhibit A** (the "Property"), together with, and subject to, all easements of record.

2. **Purchase Price**. [redacted]

a. Within three (3) business days of the execution of this Agreement, as security for the Purchaser's agreement to perform its obligations hereunder, the Purchaser shall pay to Town's counsel, Jensen Baird, as Escrow Agent, th[redacted] The Deposit shall be paid to the Town at Closing, as defined in Paragraph 3 below, or otherwise shall be applied in accordance with the terms of this Agreement.

b. At Closing, the Purchaser shall pay the Town the balance of the Purchase Price by bank check or confirmed wire transfer.

3. **Closing**. The closing (the "Closing" or "Closing Date") shall occur, except as may otherwise be provided herein, no less than thirty (30) days' after written notice from the Purchaser to the Seller of the construction loan closing for the Affordable Housing Project (as defined in Section 15 herein), [redacted] from the Effective Date (the "Outside Closing Date"), at the offices of the Town's Counsel, or such other time or place as mutually agreed to by the Town and the Purchaser. In order to facilitate the Affordable Housing Project, if one or both of the Purchaser's have received a notice to proceed or commitment letter for financing the construction and development of the Affordable Housing Project (the "Financing Commitment") and Purchaser is diligently pursuing all necessary requirements for Closing in accordance with the terms of this Agreement, then the Purchaser shall have the option to request

in writing, and so long as the Financing Commitment has not expired as of the date of the request, [redacted]

The following shall occur at the Closing, each being a condition precedent to the others and all being considered as occurring simultaneously:

(i) the Town shall execute, have acknowledged and deliver to Purchaser, the Deed (defined below);

(ii) the Town shall deliver an executed title insurance affidavit solely as to mechanics and materialmen's liens and parties in possession. In no event shall the Town be required to provide a survey affidavit;

(iii) the Town shall deliver an affidavit indicating that the Town is not a foreign person and that the transaction is exempt from the requirements of 26 U.S.C. § 1445, or in lieu thereof, Purchaser shall be entitled to withhold and account for a portion of the Purchase Price as required by such statute and corresponding regulations;

(iv) the Town shall deliver an affidavit indicating that the Town is a Maine resident, or in lieu thereof or of another applicable exemption, Purchaser shall be entitled to withhold and account for a portion of the Purchase Price as required by 33 M.R.S. §5250-A;

(v) the Town and Purchaser shall execute a settlement statement satisfactory to both parties itemizing the various payments and prorations contemplated hereby.

4. **Conveyance; Title**. At the Closing, the Town shall execute and deliver to the Purchaser a good and sufficient Release Deed (the "Deed") conveying the Property in fee simple, with good and insurable title thereto, free and clear of all liens and encumbrances, except for: (a) real estate taxes which are not yet due or payable, if applicable; (b) zoning restrictions and land use matters, including without limitation, all terms and conditions of local, state and federal ordinances or regulations and permits relating to the Property, (c) those encumbrances or easements of record.

At Closing, the Town shall be entitled to use any portion of the Purchase Price to satisfy and discharge any monetary encumbrances affecting the Property.

5. **Prorations and Adjustments at Closing; Closing Costs**.

a. Prorations. Current real estate taxes (if applicable) based on the municipality's fiscal year shall be prorated as of the date of Closing. The Town is responsible for paying any unpaid real estate and personal property taxes, including accrued interest, costs and fees, accrued prior to the Closing.

b. Closing Costs. The Purchaser, at its sole cost and expense, shall be responsible to obtain and pay for all title insurance premiums attributable to the acquisition of the Property, and the recording of the Deed, and any mortgage or other instrument related to Purchaser's financing, if any. The Town and the Purchaser will each pay their share of the transfer tax as required by the State of Maine. Each of the Town and the Purchaser shall be responsible for their own attorneys' fees.

6. **Contingencies to the Purchaser's Obligations**. The Purchaser's obligations under this Agreement shall be contingent upon the following:

a. Property Information. Within **fifteen (15) business days** after the Effective Date, the Town shall provide Purchaser with all surveys, title policies, environmental reports, in its or its agents' possession including without limitation copies of any surveys of the Premises within the Town's or Town's agents' possession, and also agrees to promptly provide any updates or amendments to the foregoing within five (5) business days of the town's receipt of the same.

b. Title to Property. The Purchaser's approval within ninety (90) days from the Effective Date of this Agreement, of a commitment of title insurance issued by a title insurance company of the Purchaser's choosing, with liability in the amount of the Purchase Price, showing title to the Property to be vested in the Purchaser, subject only to the Permitted Exceptions, as well as those exceptions approved by the Purchaser (the "Title Period"). If the Purchaser is not satisfied, in its sole discretion, with the results of its title review for any reason except the Permitted Exceptions, then the Purchaser shall have the right, by notice given to the Town on or before 5:00 P.M. on the last day of the Title Period, to either (i) terminate this Agreement and receive the return of its Deposit, in which case each party hereto shall be released from their obligations hereunder, or (ii) specify those matters in title that are not acceptable to the Purchaser, except for any mortgage, tax lien, mechanic's lien, judgment lien or other monetary lien or encumbrance for which no objection is required ("Title Defect Notice"). To exercise such termination right, the Purchaser shall give written notice of termination to the Town on or before 5:00 P.M. (EST) on the last day of the Title Period. If the Purchaser elects to give to the Town the Title Defect Notice on or before said deadline, then the Town shall notify the Purchaser, within ten (10) business days after the Town's receipt of the Title Defect Notice, whether the Town will attempt to cure such title defects. If such defect is not removed by the Town prior to Closing, the Purchaser may either (a) terminate this Agreement and receive the return of its Deposit, in which case each party hereto shall be released from their obligations hereunder; or (b) consummate the purchase of the Property in accordance with this Agreement, with no reduction in the Purchase Price.

c. General Due Diligence. Purchaser shall have ninety (90) days from the Effective Date of this Agreement (the "Due Diligence Period") to conduct general due

diligence, which may include without limitation, general building and site assessment and inspection, financing, surveys (ALTA/NSPS land title survey), geotechnical and environmental assessments (Phase I and, if necessary Phase II Environmental Site Assessment), an investigation of any zoning or other conditions affecting the Premises, and any other investigations Buyer may elect to perform (the "Inspections"). If in the sole discretion of Purchaser, it is dissatisfied with the results of its Inspections, then Purchaser may cancel this Agreement by written notice to the Town at any time prior to the expiration of the Due Diligence Period, and receive the return of the Deposit, in which case each party hereto shall be released from their obligations hereunder. Notwithstanding the foregoing, and solely with respect to the environmental assessment, in the event the Phase I Environmental Site Assessment returns results which require the additional investigation of a Phase II Environmental Site Assessment ("Phase II"), the Due Diligence Period shall be extended until a date that is sixty (60) days after the receipt of the final Phase II from a qualified environmental engineer; provided, however, that notwithstanding anything to the contrary, such sixty (60) day period for review and approval of the Phase II shall not extend beyond the date that is five (5) business days prior to the Outside Closing Date

During the Due Diligence Period, Purchaser and its agents shall have the right to enter, inspect and survey the Premises for the foregoing purposes and otherwise to make, or cause to be made, such surveys, tests, inspections, and investigations, including taking soil borings and other environmental analyses and studies of the Premises, and the Buyer further agrees to restore the Premises to substantially the same condition prior to such surveys, tests, inspections and investigations in the event that Buyer should not proceed with the acquisition of the Premises.

Purchaser shall indemnify and hold the Town harmless from any liens, claims or liability that may arise out of Purchaser and/or Purchaser's agent's entry on the Property and after any such activities Purchaser shall ensure that the Property is left in substantially the same condition as before the activities were conducted. Purchaser agrees to provide copies of written reports or analyses of the Inspections to the Town.

d. Financing Contingency. The Purchaser and the Town's obligation to Close is contingent upon the receipt of a notice to proceed or commitment letter for financing of the Affordable Housing Project (the "Financing Contingency"). Subject to any extensions herein, in the event that the Financing Contingency is not achieved by at least five (5) business days prior to the Outside Closing Date, Purchaser may terminate this Agreement by delivering written notice to the Town at least five (5) business days prior to the Outside Closing Date, in which case the deposit shall be returned to the Purchaser, and neither party shall have any further obligation hereunder.

e. Environmental Approvals. To the extent required by the Affordable Housing

Project lender, the Purchaser's obligation to close in contingent on receipt and approval of an updated Environmental Site Assessment (Phase I and II), and a Maine Department of Environmental Protection Voluntary Response Action enrollment, satisfactory to the Affordable Housing Project lender in its reasonable discretion (the "Environmental Contingency"). Subject to any extensions herein, in the event that the Environmental Contingency is not achieved by at least five (5) business days prior to the Outside Closing Date, Purchaser may terminate this Agreement by delivering written notice to the Town at least five (5) business days prior to the Outside Closing Date, in which case the deposit shall be returned to the Purchaser, and neither party shall have any further obligation hereunder.

f. WDC Board Approval. WDC's obligation to close is further conditioned upon the approval of its Board of Directors of the acquisition of the Property in accordance with the terms of this Agreement. WDC shall seek Board of Director Approval at the first regularly scheduled meeting following the Effective Date, which shall be not later than sixty (60) days from the Effective Date, and promptly notify the Town if the Board of Directors approved the acquisition contemplated herein. In the event that the WDC Board approval is not achieved, Purchaser may terminate this Agreement by delivering written notice to the Town at least five (5) business days prior to the Outside Closing Date, in which case the deposit shall be returned to the Purchaser, and neither party shall have any further obligation hereunder.

7. **Acceptance of Deed**. The acceptance of the Deed by Purchaser at the Closing shall be deemed to be the full performance and discharge of every agreement, obligation and representation made on the part of the Town, except as expressly set forth herein or in the Deed. No provisions, agreements or representations herein shall survive the Closing except as specifically stated herein. The Property is being sold and will be conveyed in "as is" condition with all faults and defects, known or unknown as of the date of this Agreement, and specifically and expressly without any representation or warranties, either express or implied, as to habitability, merchantability, fitness, condition or otherwise. The Town shall maintain the Property consistent with the manner it has been maintained prior to this Agreement and shall not mortgage, encumber or alter the use of the Property prior to closing without the prior consent of the Purchaser. Neither party is relying upon any statements or representations not embodied in this Agreement.

8. **Possession**. Possession shall be given to the Purchaser, free of all tenants or parties in possession, at Closing.

9. **Risk of Loss/Damage to Property**. The risk of loss or damage to the Property by fire or other casualty prior to the transfer of title at Closing shall remain with the Town. In the event of material loss or taking by condemnation or eminent domain prior to Closing, the Purchaser, at its sole option, shall have the right to cancel this Agreement by giving written notice to the Town, whereupon the Deposit shall be returned to Purchaser, whereupon this Agreement shall be null and void and of no further force and effect. If the Purchaser does not elect to cancel this Agreement, this Agreement shall remain in full force and effect and the Town shall pay over

or assign to the Purchaser at the Closing any insurance or condemnation proceeds, rights or awards receivable or received as a result of such loss or taking.

10. **Real Estate Broker**. The Town and the Purchaser each hereby represent and warrant to the other that no real estate commission is due to any person or brokerage. The Town shall indemnify and hold the Purchaser harmless from and against the claims, including attorneys' fees, and all other costs and expenses incurred as a result of claims arising out of or by reason of the assertion by any other person of a claim for a real estate brokerage commission in this transaction, if the claim is based upon conversations, telephone calls, communications or dealings of any kind with the Town. The Purchaser shall indemnify and hold the Town harmless from and against the claims, including attorneys' fees, and all other costs and expenses incurred as a result of claims arising out of or by reason of the assertion by any other person of a claim for a real estate brokerage commission in this transaction, if the claim is based upon conversations, telephone calls, communications or dealings of any kind with the Purchaser. Notwithstanding the foregoing, the indemnity provided under this Paragraph shall not be construed as a waiver of the Town's right to assert any and all defenses in response to claims made against the Town, its officers, agents, or employees pursuant to the Maine Tort Claims Act or any other privileges or immunities as may be provided by law. The provisions of this Paragraph shall survive the expiration or termination of this Agreement.

11. **Default**. In the event of default by the Purchaser which is not cured upon thirty (30) days written notice from the Town to the Purchaser, and if the Town has fully performed the Town's obligations hereunder, the Town may terminate this Agreement and receive the Deposit as liquidated damages. In the event of default by the Town which is not cured upon thirty (30) days written notice from the Purchaser to the Town, and if the Purchaser has fully performed the Purchaser's obligations hereunder, the Purchaser, as its sole remedy hereunder, may elect any of the following. (i) enforce specific performance of the Town's obligations under this Agreement if the nature of the Town's default has not rendered specific performance unavailable, (ii) waive the breach, or default or other closing condition and proceed to consummate the transaction contemplated hereby without any adjustment of the Purchase Price in accordance with the provisions of this Agreement; or (iii) terminate this Agreement, whereupon Purchaser shall receive a return of the entire Deposit.

12. **Mediation**. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties which at the election of either party shall include non-binding mediation utilizing the American Arbitration Association's Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

13. **Duties and Responsibilities of Escrow Agent**. Escrow Agent shall deliver the

Deposit to the Town or the Purchaser promptly after receiving a joint written notice from the Town and the Purchaser directing the disbursement of the same, such disbursement to be made in accordance with such direction. If Escrow Agent receives written notice from the Town or the Purchaser that the party giving such notice is entitled to the Deposit, which notice shall describe with reasonable specificity the reasons for such entitlement, then Escrow Agent shall (i) promptly give notice to the other party of Escrow Agent's receipt of such notice and enclosing a copy of such notice and (ii) subject to the provisions of the following paragraph which shall apply if a conflict arises, on the fourteenth (14^{th}) calendar day after the giving of the notice referred to in clause (i) above, deliver the Deposit to the party claiming the right to receive it.

In the event that Escrow Agent shall be uncertain as to its duties or actions hereunder or shall receive instructions or a notice from the Town or the Purchaser which are in conflict with instructions or a notice from the other party or which, in the reasonable option of Escrow Agent, are in conflict with any of the provisions of this Agreement, it shall be entitled to take any of the following courses of action:

(a) Hold the Deposit as provided in this Agreement and decline to take any further action until Escrow Agent receives a joint written direction from the Town and the Purchaser or any order of a court of competent jurisdiction directing the disbursement of the Deposit, in which case Escrow Agent shall then disburse the Deposit in accordance with such direction;

(b) In the event of litigation between the Town and the Purchaser, Escrow Agent may deliver the Deposit to the clerk of any court in which such litigation is pending; or

(c) Escrow Agent may deliver the Deposit to a court of competent jurisdiction and therein commence an action for interpleader, the cost thereof to Escrow Agent to be borne by whichever of the Town or the Purchaser does not prevail in the litigation.

Escrow Agent shall not be liable for any action taken or omitted in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement and it may rely, and shall be protected in acting or refraining from acting in reliance upon an opinion of counsel and upon any directions, instructions, notice, certificate, instrument, request, paper or other documents believed by it to be genuine and to have been made, sent, signed or presented by the proper party or parties. In no event shall Escrow Agent's liability hereunder exceed the aggregate amount of the Deposit. Escrow Agent shall be under no obligation to take any legal action in connection with the Deposit or this Agreement or to appear in, prosecute or defend any action or legal proceedings which would or might, in its sole opinion, involve it in cost, expense, loss or liability unless, in advance, and as often as reasonably required by it, Escrow Agent shall be furnished with such security and indemnity as it finds reasonably satisfactory against all such costs, expense, loss or liability. Notwithstanding any other provision of this Agreement, the Town and the Purchaser jointly indemnify and hold harmless Escrow Agent against any loss, liability or expense incurred without bad faith on its part and arising out of or in connection with its services under the terms of this Agreement, including the cost and expense of defending itself against any

claim of liability.

Escrow Agent shall not be bound by any modification of this Agreement, unless the same is in writing and signed by the Town, the Purchaser and Escrow Agent. From time to time on or after the date hereof, the Town and the Purchaser shall deliver or cause to be delivered to Escrow Agent such further documents and instruments that fall due, or cause to be done such further acts as Escrow Agent may reasonably request (it being understood that the Escrow Agent shall have no obligation to make any such request) to carry out more effectively the provisions and purposes of this Agreement, to evidence compliance with this Agreement or to assure itself that it is protected in acting hereunder.

Escrow Agent shall be entitled to reimbursement for expenses incurred hereunder, which expenses shall be paid and borne equally by the Town and the Purchaser, unless such expenses are associated with litigation between the Town and the Purchaser, in which event they shall be borne by the party that does not prevail in the litigation. Escrow Agent executes this Agreement solely for the purpose of consent to and agreeing to be bound by the applicable provisions of this Agreement.

14. **Proposed Housing Units.** The parties acknowledge and agree that the Property is being conveyed to the Purchaser based upon the Purchaser's response to a request for proposal dated July 25, 2024 (the "RFP") which was for the development of no less than 18 units of affordable housing for seniors (consistent with applicable federal and state fair housing laws) (the "Affordable Housing Units") and no less than 17 units of market rate housing (the "Market Rate Units"), a copy of the RFP is attached hereto as **Exhibit B**. Both the Town and the Purchaser's obligation to Close on the Property is contingent upon receipt of financing or funding for the construction of either the Affordable Housing Units or the Market Rate Units, allowing construction of either Units to proceed independently as necessary. Provided that the Closing occurs, Purchaser shall diligently pursue and complete construction of the Affordable Housing Units and Market Rate Units.

15. **General.**

a. Authority. Each party hereto represents and warrants that it has full authority to execute this Agreement and perform all obligations contained herein. All such actions have been properly authorized by any required votes and the party signing on behalf of each party hereto is duly appointed to so act in said capacity to make this Agreement binding upon such party.

b. Notices. Any demand or notice required or permitted hereunder, shall be given by either (A) personal delivery, (B) same-day or overnight delivery by independent courier, or (C) electronic mail addressed to the electronic mail address set forth in this Section for the party to be notified with a confirmation copy delivered by another method permitted by this Section 15. Notices may be sent and/or signed by a party's attorney. Notice to the Purchaser shall be delivered simultaneous to WDC and GFC. Notice given in accordance herewith for all permitted forms of notice,

shall be effective upon the earlier to occur of actual delivery to the address of the addressee or refusal of receipt by the addressee (even if such addressee refuses delivery thereof); provided, however, that in the case of notice by electronic mail, if such notice is received after 5:00 PM eastern time, it shall be deemed to have been received on the next business day.

All notices required to be given, or which may be given hereunder, shall be in writing and if mailed, shall be sent by U.S. mail or overnight delivery by independent courier to the party to be notified as follows:

To the Town:

Town of Windham
8 School Street
Windham, ME 04062
Attn: Barry Tibbetts, Town Manager
batibbetts@windhammaine.us

With a copy to:

Jensen Baird
Ten Free Street, 4th Floor
P.O. Box 4510
Portland, ME 04112-4510
Attn: Charles M. Katz-Leacy, Esq.
ckatzleavy@jensenbaird.com

To the Purchaser:

Westbrook Development Corporation
30 Liza Harmon Drive
Westbrook, Maine 04092
Attn: Tyler Norod, Development Director
tnorod@westbrookdevelopmentcorpdc.org

Great Falls Construction
20 Mechanic Street
Gorham, ME 04038
Attn:Julie Curran
jcurran@greatfallsinc.com

With copies to:

Drummond Woodsum
84 Marginal Way, Suite 600
Portland, Maine 04101

Attn: Robert Liscord, Esq.
rliscord@dwmlaw.com

or to such other addresses as one party may from time to time hereafter designate by like notice to the other.

c. Assignment. The rights and obligations of either WDC or GFC under this Agreement may be assigned by either WDC or GFC to one or more entities formed by WDC or GFC for the purpose of acquiring title to the Property and carrying out their respective housing projects at the Property without the consent of the Town provided that (i) such assignee assumes all obligations of WDC or GFC or both hereunder and (ii) the Purchaser demonstrates to the Town's reasonable satisfaction that assignee is or will be capable of constructing the Affordable Housing Units and Market Rate Units.

d. Waiver. The waiver of any provision of this Agreement shall be invalid unless evidenced by a writing signed by the party to be charged with it. The waiver of, or failure to enforce, any provision of this Agreement shall not be a waiver of any further breach of such provision or of any other provision of this Agreement. The waiver by either or both parties of the time for performing an act shall not be a waiver of the time for performing any other act required under this Agreement.

e. Modifications. No change or addition to this Agreement or any part of it shall be valid unless in writing and signed by each of the parties.

f. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the permitted successors and assigns of the respective parties.

g. Governing Law. This Agreement shall be governed by the laws of the State of Maine.

h. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret this Agreement.

i. Further Acts. Each party agrees to take such further action and to execute and deliver such further documents as may be necessary to carry out the purposes of this Agreement.

j. Attorney Fees. Each party shall bear their own attorneys' fees incurred to enforce this Agreement or related to a breach of this Agreement by the other party unless otherwise ordered by a court of competent jurisdiction.

k. Liability Limitation. Notwithstanding anything in this Agreement to the contrary, the Town's obligations under this Agreement are subject to and limited by the

defenses, immunities, and limitations of liability or damages available to the Town under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the Town.

l. Time. Time is of the essence of this Agreement.

m. Faxed or Electronic Signatures. The parties agree that faxed or electronic signatures may be used to expedite the transaction contemplated by this agreement. Each party intends to be bound by its faxed or electronic signature and each is aware that the other will rely on the faxed or electronic signature and each acknowledges such reliance and waives any defenses to the enforcement of the documents effecting the transaction contemplated by this Agreement based on a faxed or electronic signature.

[NO FURTHER TEXT ON THIS PAGE]
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto, hereunto duly authorized, have executed and delivered this Agreement as of the Effective Date.

WITNESS:

TOWN:

TOWN OF WINDHAM,
a Maine municipal corporation

By: _____
Barry A. Tibbetts
Title: Town Manager

Date: 10/23, 2024

PURCHASER:

WESTBROOK DEVELOPMENT CORPORATION

By: _____
Name: CHRISTOPHER LAROCHE
Its: AUTHORIZED AGENT

Date: 10/19, 2024

GREAT FALLS BUILDERS. INC.
DBA GREAT FALLS CONSTRUCTION

By: _____
Name: JULIE CURRAN
Its: AUTHORIZED SIGNER

Date: 10/22, 2024

EXHIBIT A

DLN: 1002340249390

Quitclaim Deed without Covenant

REGIONAL SCHOOL UNIT NO. 14, a Maine regional school unit with a mailing address of 228 Windham Center Road, Windham, ME 04062 ("RSU") for consideration paid, hereby grants to **TOWN OF WINDHAM**, a Maine municipality with a mailing address of 8 School Road, Windham, ME 04062 ("Town") RSU's right, title, and interest in and to that certain real property, together with any buildings and improvements thereon, known as the John H. Andrews School, situated at 55 High Street in the Town of Windham, County of Cumberland, and State of Maine, more particularly described in **Exhibit A**, attached hereto and made a part hereof.

See attached Exhibit A

For source of title, reference may be had to that certain deed from the Town to the RSU, dated October 1, 2012 and recorded in the Cumberland County Registry of Deeds in Book 30002, Page 222.

[Signature page follows.]

IN WITNESS WHEREOF, the authorized representative of the RSU has caused this instrument to be executed this 9/18 day of 2023.

WITNESS

REGIONAL SCHOOL UNIT NO. 14

Christopher Howell, Superintendent

STATE OF MAINE
COUNTY OF Cumberland, SS

Then personally appeared before me the above named Christopher Howell, Superintendent of Regional School Unit No. 14 and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said entity.

Before me:

~~Notary Public~~ / Attorney at Law 6086
Print Name: Lara Hartz
Commission Expiry: N/A

DOC :33264 BK:40367 PG:20
RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS
09/18/2023, 02:29:50P
Register of Deeds Jessica M. Spaulding E-RECORDED

EXHIBIT A

A certain lot or parcel of land, together with the buildings and improvements to realty thereon, situated in the Town of Windham, County of Cumberland and State of Maine, commonly known as the John Andrews School Property and being more particularly described as follows:

The premises described in the following deeds as recorded in the Cumberland County Registry of Deeds (the "Registry"):

a) Warranty Deed from Samuel Bragdon to the Inhabitants of School District No. 2 dated September 23, 1886 and recorded in the Registry at Book 574, Page 281;
b) Warranty Deed from Philip L. Ames to the Town of Windham dated May 5, 1953 and recorded in the Registry at Book 2118, Page 459; and
c) Warranty Deed from Edna A. Murch to the Town of Windham dated April 29, 1953 and recorded in the Registry at Book 2127, Page 447.

Also conveying, to the extent not included in the foregoing deeds, all of the Grantor's right, title and interest in and to any other real estate comprising the John Andrews School premises, so-called. Reference is made to Town of Windham Property Tax Map 37, Lot 24, revised as of April 1, 2010.

Being a portion of the premises conveyed by Quitclaim Deed without Covenant from the Inhabitants of the Town of Windham, a/k/a Inhabitants of Windham, a/k/a the Inhabitants of the Municipality of Windham, a/k/a the Town of Windham to Regional School Unit No. 14 dated October 1, 2012 and recorded in the Cumberland County Registry of Deeds in Book 30002, Page 222.

Section 5

Financial & Technical Capacity

Section 5 – Financial & Technical Capacity

Financial Capacity:

Please see the enclosed letters from the Kennebunk Savings Bank and Gorham Savings Bank. These are the financial lenders for Great Falls Construction, Inc. and Westbrook Development Corporation, respectively. In the enclosed letters, each Bank states their standing with each Applicant, and that they each have the financial capacity to support and successfully complete the proposed project.

Technical Capacity:

The following professional teams have been assembled for the overall design and development of this proposed project. The project team consists of Applicants Westbrook Development Corporation and Great Falls Construction, Inc., with Archetype Architects and Sebago Technics, Inc. working on the building and site design. Please see a brief description of each firm below and their respective attachments enclosed within this Section.

Great Falls Construction, Inc. (GFC) is one of Northern New England's premier construction management, design build, and general contacting firms. They are widely respected throughout the industry for meticulous craftsmanship, with a diverse portfolio of project throughout several industries. GFC will be responsible for the site development and building construction of the additional proposed seventeen (17) market-rate units.

The Westbrook Development Corporation (WDC) is committed to the long-term growth of affordable housing throughout the Greater Portland area and Southern Maine region. They develop quality affordable housing to assist low- and middle-income individuals and families to encourage independence within a supportive community. WDC will be responsible for the building development and overall management of the proposed eighteen (18) affordable senior housing units.

Archetype Architects has decades of real-world experience, designing buildings of all types for clients throughout New England for over 20 years. These range from large scale office spaces, affordable and market rate housing, commercial retail spaces, and mixed-use developments.

Sebago Technics, Inc. is a multi-disciplinary engineering firm that offers a wide range of services specializing in land development, planning, permitting, and engineering design services. Sebago maintains a staff of professionals to provide services in the areas of general civil engineering, road and utility design, construction management, permitting, landscape architecture, environmental services, and soil and wetlands science. Resumes of key personnel at Sebago are also enclosed within this Section.

Kennebunk Savings
PURPOSE DRIVEN.

August 23, 2024

Stephen Puleo - Planner
Town of Windham, ME
8 School Street
Windham, ME 04062

RE: Andrews School Site Redevelopment Project – 55 High St. Windham, ME

Stephen:

Jonathan and Cynthia Smith, through their construction company Great Falls Builders and various other real estate entities, have been commercial customers of Kennebunk Savings Bank for more than twenty years. The Bank has extensive lending experience with this customer and long standing confidence in both their financial strength and construction management expertise completing commercial and residential projects.

It is the opinion of Kennebunk Savings Bank that Great Falls Builders has the technical and financial capacity to successfully undertake the above referenced project As such - this letter is confirmation of Kennebunk Savings Bank's "intent to fund" the portion of the 55 High St. project as proposed by Great Falls Construction. Please forward this letter to any Town or State agencies that require this document as part of the project approval process.

Full funding approval of the project is expected upon receipt of the final project plans, specs, estimates and projections to be provided by the borrower upon final Town approval.

Please do not hesitate to contact me directly at (603-334-1021) with any questions or concerns.

Sincerely,

Christopher Kehl
Executive Vice President

Gorham Savings Bank

August 26, 2024

Town of Windham
Attn: Planning Board
8 School Street
Windham, ME 04062

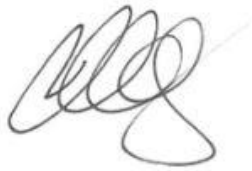
RE: New Project on High Street

To Whom It May Concern:

We have been working with Westbrook Development Corporation on their application to build 18, 1 Bedroom affordable housing apartments spread over four new buildings. The project will be located on the former Andrew School site located on High Street in Windham. The total development cost is approximately $6,500,000.00. Westbrook Development Corporation is an established and valued customer of Gorham Savings Bank. They have ample liquid funds and a long history of banking and lending with Gorham Savings Bank. Please be advised they have the cash resources, financial capacity, and track record to successfully complete this project.

Please feel free to contact me with any questions.

Sincerely,



Matthew W. Early
Senior Vice President
207-222-1493

MWE/JRS

MAINE
Department of the Secretary of State
Bureau of Corporations, Elections and Commissions

Corporate Name Search

Information Summary

Subscriber activity report

This record contains information from the CEC database and is accurate as of: Fri Jul 11 2025 15:07:18. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
GREAT FALLS BUILDERS, INC.	19941225 D	BUSINESS CORPORATION	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
12/28/1993	N/A	MAINE

Other Names	(A=Assumed ; F=Former)
GREAT FALLS CONSTRUCTION	A
GREAT FALL BUILDERS, INC.	F

Principal Home Office Address

Physical	Mailing
20 MECHANIC STREET GORHAM, ME 04038	20 MECHANIC STREET GORHAM, ME 04038

Clerk/Registered Agent

Physical	Mailing
PAUL F. DRISCOLL 220 MIDDLE STREET PORTLAND, ME 04101	PAUL F. DRISCOLL P.O. BOX 4600 PORTLAND, ME 04112-4600

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)

Corporate Name Search

Information Summary

Subscriber activity report

This record contains information from the CEC database and is accurate as of: Fri Jul 11 2025 15:07:56. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
WESTBROOK DEVELOPMENT CORPORATION	19870463ND	NON-PROFIT CORPORATION (UNDER TITLE 13-B)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
04/22/1987	N/A	MAINE

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

NONE

Principal Home Office Address

Physical	Mailing
30 LIZA HARMON DRIVE WESTBROOK, ME 04092	30 LIZA HARMON DRIVE WESTBROOK, ME 04092

Clerk/Registered Agent

Physical	Mailing
GARY D. VOGEL 84 MARGINAL WAY, SUITE 600 PORTLAND, ME 04101-2480	GARY D. VOGEL 84 MARGINAL WAY, SUITE 600 PORTLAND, ME 04101-2480

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 ($10.00)	Long Form with amendments ($10.00)

Spring Crossing, 19 Ash Street, Westbrook, ME
A WDC project, General Contracted by GFC,
Designed by Archetype Architects, 2010-2011
34 Units of Affordable Senior Housing

Sketch Plan Application: Relevant Experiences 08/26/24

THE WDC/GFC CO-DEVELOPMENT TEAM'S RELEVANT EXPERIENCES/ DEMONSTRATED CAPACITY

Great Falls CONSTRUCTION WDC

Westbrook Development Corporation – Portfolio

Spring Crossing

Nestled on the scenic banks of the Presumpscot River in the heart of downtown Westbrook, Spring Crossing is conveniently located off Ash Street, surrounded by a plethora of dining options, financial institutions, and other daily essentials. This four-story apartment building comprises 34 affordable units that cater to seniors. In addition to providing heat and hot water, residents also have access to on-site laundry facilities, a fitness room, and a computer room.

Golder Apartments

Located off Lincoln Street in downtown Westbrook, Golder Apartments spans four-stories while offering 26-units of affordable apartments for families. The property is managed by Westbrook Housing Authority, which provides tenants with the added convenience of heat and hot water as part of their rent. Despite the challenges of being constructed on a small urban infill lot, Golder Commons has managed to emerge as a thriving and attractive member of the community, thanks to its quality design and modern amenities.

Robert L. Harnois Apartments

Designed to address the need for affordable senior housing, the Robert L. Harnois Apartments were completed in 2020. The building presents a unique challenge due to its location on a tight site, nestled within a granite hillside at the Westbrook Housing Authority's campus. Although not visible from the front due to grade changes along the rear of the site, this building includes a fifth story of apartments at the back of the building. In addition to the much-needed affordable housing, the Robert L. Harnois Apartments offer several amenities, including a community room, a library, exercise facilities, an on-site laundry, and a walking trail that runs alongside the property.

Lewis H. Emery Apartments

In 2021, the Lewis H. Emery Apartments were completed as a counterpart to the Robert L. Harnois apartments. This building comprises 30 low-income senior apartments, bringing the total number of new affordable apartments to 91 for both developments. The location of this site proved to be a challenge as it is situated near an old granite quarry, making access and construction difficult. The project relied primarily on 4% low-income housing tax credits for funding. As a fully ADA-compliant building, the Lewis H. Emery Apartments cater to a diverse range of residents.

Stroudwater Apartments

Commencing construction in June 2023, Stroudwater Apartments is set to provide 55 units of affordable housing for seniors. Working in collaboration with the City, WDC is transforming the former municipal lot located across from Westbrook High School. As part of this development, WDC has partnered with Portland Trails to extend trail access throughout the site for the benefit of the community. Along with offering much-needed housing, WDC plans to install new pedestrian infrastructure, public trails, and allocate funds towards the construction of a new public ice rink in the city.

Stacy M. Symbol Apartments

WDC recently broke ground on the Stacy M. Symbol Apartments, situated on the former Rivermeadow Golf Course, off Lincoln Street in Westbrook. This upcoming development will bring 60 units of affordable senior housing to the community upon completion. The project is just one component of a larger multi-phased endeavor spanning over 90 acres. The overall development encompasses 358 new housing units, presenting a mix of market-rate homeownership single-family homes and rental apartments.

An exciting aspect of this project is the dedication of over 40 acres of the proposed site to conservation land. This protected area will be managed by the Presumpscot Regional Land Trust, fostering environmental preservation and creating vital connectivity for segments of the Sebago to Sea Trail network. With a thoughtful blend of affordable senior housing and conservation efforts, the Stacy M. Symbol Apartments and the larger development project promise to make a meaningful and positive impact on the community and the environment.

References

Joshua J. Reny – Assistant City Manager, South Portland
jreny@southportland.org
(207) 767-7606

While at Avesta, Tyler teamed up with Kaplan Thompson Architects to work on a mixed-use development known as West End Apartments I & II. Prior to completing plans for the site, Tyler worked with the City on the West End Neighborhood Master Plan that envisioned a new urban village along Westbrook Street between Redbank and Brick Hill. The plan can be found here: https://www.southportland.org/files/3016/7725/3132/West_End_Neighborhood_Plan_08.21.2017.pdf

Tyler and Josh worked together to ensure that Avesta's development acted as a catalyst for the City's vision of creating a new mixed-use neighborhood center. Phase I of West End Apartments includes space for a new market, restaurant, community meeting space, and new office for Opportunity Alliance's Resource Hub. Phase II continued active uses along its ground floor with outdoor public seating options, community space, and new office space. The project was recently recognized with the Exemplary Smart Growth Development award by GrowSmart Maine at its 2023 annual conference.

Julia Morgan – Director of Community Investments, Evernorth
jmorgan@evernorthus.org
(603) 801-6377

Evernorth is a non-profit organization that provides affordable housing and community investments in Maine, New Hampshire, and Vermont. Evernorth has raised and deployed more than $1 billion in equity capital for affordable housing and built more than 15,000 affordable homes for low- and moderate-income people across northern New England.

As the Director of Community Investments, Julia has primary responsibility for overseeing and leading the underwriting of Low-Income Housing Tax Credit (LIHTC) and New Markets Tax Credit (NMTC) investments, performing a critical role in the adherence to investor driven expectations. Julia has over 20 years of experience in the finance industry, holding positions such as a securities trader, various analyst roles, and prior to joining Evernorth, as an underwriter in the low-income multi-family industry. Julia holds both a bachelor's degree and an MBA from Southern New Hampshire University, as well as a New Hampshire real estate license.

Tyler and Julia have worked together on several complex affordable housing projects across Maine and New Hampshire. Evernorth has been a key partner with Westbrook Development Corporation on several deals and is currently helping to finance WDC's Stacy M. Symbol and Stroudwater Apartments projects and the 100 unit occupied rehab of the Millbrook Apartments in Westbrook.

Dan Stevenson – Economic Development Director, City of Westbrook
dstevenson@westbrook.me.us
(207) 205-3808

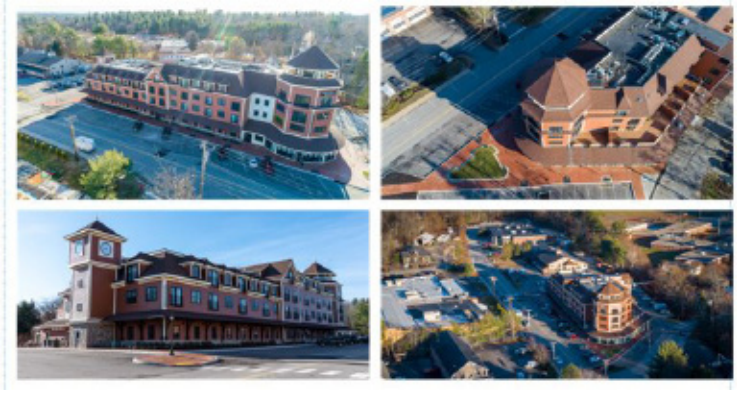
Dan Stevenson leads Westbrook's economic development initiatives fostering continued sustainable growth for Maine's 8th largest city. Tyler and Dan have worked closely on several development projects including most recently, Stroudwater Apartments. This 60-unit affordable housing complex for seniors stands as a testament to their partnership, leveraging municipal-owned land identified by the City as pivotal in tackling Westbrook's housing challenges. Through collaborative efforts with Westbrook Development Corporation (WDC), city staff, the City Council, and Planning Board, a visionary concept emerged. Beyond addressing critical housing needs, the project encompassed extensive public benefits. These included enhancements to local trail networks, bolstered pedestrian infrastructure, and funding earmarked for relocating and constructing a new public outdoor ice rink—a testament to their commitment to enhancing community life through thoughtful development.

RELEVANT PROJECTS

Great Falls CONSTRUCTION

Included within this section are relevant project experiences are similar to this project at hand. Our team has delineated its experience in both developing and constructing appropriate mixed use urban center facilities, focal space building design, and historically influenced designs. Throughout this section, you will become more familiar with the recent projects the GFC team has successfully developed, designed, and/or constructed and completed. Below are the "before and afters" followed by these similar project expanded upon in greater detail with photos. References are included at the end of this section.

AFTER



BEFORE

Station Square: a mixed-use Village center facility
7 Railroad Ave, Gorham, ME | Mixed Use Facility (33-apartments and 6-commercial units) | 70,000 SF facility
This was a design build project | Mike Richman, Custom Concepts, Inc. Architecture was the architect
Project construction timeline was 14 months with a June 2019 completion for residential and November 2019 for commercial fitups

AFTER

BEFORE

109 Main Street Redevelopment: a Village center prominent commercial facility
109 Main Street, Gorham, ME | Commercial Facility (4-first floor commercial offerings) | 10,000 SF facility
This was a design build project | Evan Carroll of Bild Architecture was the architect
Project construction timeline was 12 months with a completion in November 2015

RELEVANT PROJECTS CONTINUED

AFTER

BEFORE

Perennial Place: a renovation of historic school into multi-unit housing
7 North Gorham Road, Gorham, ME | Renovation of former school into residential units (12-first floor residential units)
11,360SF facility
This was a design build project | Bruce Macleod of Macleod was the designer
Project construction timeline was 12 months with a completion in January 2015

AFTER

BEFORE

Red City Ale: a renovation of an old and abandoned fire station currently being redeveloped into a restaurant space
8 Main Street, Windham, ME | Renovated ~6,800SF building from a fire station into a restaurant.
This was a design build project | Ryan Senatore of RSA Architecture was the architect & Sebago Technics is the Civil Designer
Project construction took 10 months with a completion in Spring 2023

AFTER

BEFORE

12 Sullivan Street, Berwick: a renovation of an old and abandoned mill building for 8-commercial units.
12 Sullivan Street, Berwick, ME | Renovated ~20,000SF building.
This was a design build project | Ryan Senatore of RSA Architecture was the architect & Sebago Technics is the Civil Designer
Project construction timeline was 12 months with a completion in Summer 2022

RELEVANT PROJECTS CONTINUED

8 Main Street, Berwick, ME: a mixed-use new construction with ten 1-bedroom apartements and two commercial units. This building is a ~9,860SF design build project | Ryan Senatore of RSA Architecture was the architect & Sebago Technics is the Civil Designer

3 School Street, Berwick, ME: a mixed-use new construction with 7 apartment units (four 2-beds, three 1-beds) and 2 commercial units. The building is a ~7,400SF design build project | Isaak Design is the architect & Sebago Technics is the Civil Designer

16-18 Sullivan Street, Berwick, ME: Currently under construction with anticipated completion Q4 2024-Q1 2025. Two 12-unit, 2 bedroom apartment buildings. Each building will be a ~12,400SF design build project. | Isaak Design is the architect & Sebago Technics is the Civil Designer

SEBAGO TECHNICS

Maine's Creative Engineering Collective

EVERYTHING WE DO IS SHAPING

Sebago Technics is a creative engineering collective comprising 110+ design professionals and technical staff, with three offices across Southern and Western Maine. Our comprehensive services encompass all aspects of projects, from initial site assessment and design to navigating permitting and overseeing construction.

THE WAY WE WORK

One of the defining features that set us apart is our structure as a 100% employee-owned company. The commitment and collaboration of our employees drive our success, and our team-based approach ensures that each client benefits from the expertise and insights of multiple specialties. Our diverse team of engineers, surveyors, landscape architects, and environmental scientists work together to deliver exceptional results on every project.

We welcome your vision and ideas. Beginning with a profound respect for people and processes, we actively listen to understand your goals. Leveraging our extensive experience and expertise, we work in tandem with you to uncover unseen opportunities and bring your vision to life.

FOUNDED

1981

TEAM MEMBERS

110+

STRUCTURE

100% EMPLOYEE-OWNED

SPECIALTIES

CIVIL ENGINEERING
SURVEY/GEOMATICS
LANDSCAPE ARCHITECTURE
TRANSPORTATION/TRAFFIC ENGINEERING
ENVIRONMENTAL SERVICES
PLANNING & PERMITTING
GIS & CAD

SECTORS

MUNICIPALITIES
INSTITUTIONS
HEALTHCARE
RESIDENTIAL
COMMERCIAL

LET'S MEET TOGETHER

207.200.2100

75 John Roberts Road, Suite 4A
South Portland, Maine 04106

2024 Best Places to Work in ME

SHAPING TOGETHER

AMY BELL SEGAL, RLA

Vice President, Landscape Architecture

Amy Bell Segal joined Sebago Technics in 2020. In the course of her 30+ year career, Amy has worked on a wide variety of projects in the public and private sectors across Maine and New England. Her work has included site planning, permitting and construction management for residential, commercial, institutional, and industrial properties as well as recreation, trail, and community planning. In recent years she has completed significant work in visual impact assessments for large scale renewable energy projects. She has earned a wonderful reputation through great work, relationships and communication.

In 2025, she was elevated to Vice President of Landscape Architecture. In this role, Amy oversees strategic direction, mentorship, and integration of landscape architecture across Sebago's multidisciplinary team.

EXPERIENCE

- **Portland Harbor Common Lot (Phase 1), Portland, ME:** Part of design team working with City staff and community working group to transform an oceanfront parking lot between Ocean Gateway and Maine State Pier into a park amenity for residents and visitors.
- **Portland Tree Canopy Project, Portland, ME**: Working with Parks and Forestry Staff to plan and implement tree planting strategies to increase the canopy within Bayside and Downtown neighborhoods.
- **Acadia Hospital, Northern Light Health, Bangor, ME**: Design of children, adolescent, and adult outdoor courtyard spaces to promote mental and physical well-being in a safe environment. *With Lavallee Brensinger*
- **Shore Road Improvement Project, Cape Elizabeth, ME:** Working with transportation engineers and Town staff to provide pedestrian and bicyclist amenities within road reconstruction design. Prepared visualizations from key locations for public outreach.
- **Deering Corner Roundabout, Portland, ME:** Designed pedestrian and landscape amenities adjacent to roundabout and within stormwater infrastructure. Collaboration with Metro and University of Southern Maine gateway planning. Worked with artist on sculpture placement and lighting. *Designed at TJD&A with Ransom Engineering, oversaw implementation at Sebago*
- **Lakeside Norway, Norway, ME:** Working with Left Turn Enterprises to develop a six-acre four-season event and recreation center and new brewery for Norway Brewing Company on Lake Pennesseewassee within the Downtown Gateway Area.
- **Arthur P. Girard Columbarium Garden,Westbrook, ME:** Conceptual design through construction documentation for a 400 niche columbarium garden in Woodlawn Cemetery. The Garden includes public and veterans sections, extensive landscaping, and a pergola for outdoor funeral services.
- **Red Cross Park Renovation, Greenville, ME:** Master Plan for renovation of six-acre park on Moosehead Lake that provides swimming and boating access. Plan includes shoreland stabilization, improved parking, accessibility, playspace, trails, and a pump track. Park applying for funding through the Land & Water Conservation Fund Grant program.
- **Evergreen Cemetery Expansion, Rangeley, ME:** Master Plan for a multi-generation expansion for Town-owned cemetery. Highlights of initial phases include 500 in-ground plots, 250 cremains plots, columbarium niche walls and a gathering space that overlooks Rangeley Lake and the western mountains.
- **Bonney Park, Androscoggin Riverwalk, Riverpark, Moulton Park Rail Trail, and Little Andy Park, Auburn, ME:** A series of linked open spaces along the Androscoggin River. Design, permitting, and construction management. *With TJD&A*

EDUCATION

BSLA, Cornell University
Denmark International Study, 1992

REGISTRATIONS

Maine Licensed Landscape Architect #2265
CLARB Certified

SPECIAL TRAINING

MeDEP Low Impact Development Stormwater BMP training
Courses in ADA standards, Complete Streets, Sustainable Sites (ASLA LEED equiv)

PROFESSIONAL EMPLOYMENT

2020 - Present: Sebago Technics, Inc.
South Portland, ME

1992 - 2020: TJD&A
Landscape Architects & Planners
Yarmouth, ME

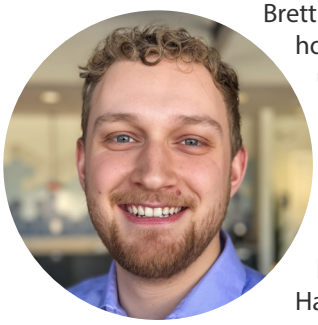
1988 - 1992: Bell & Spina Architects
Camillus, NY

SEBAGO TECHNICS

207.200.2055 ABSEGAL@SEBAGOTECHNICS.COM

BRETT WIEMKEN

Planning Consultant



Brett Wiemken joined Sebago Technics in September 2023 as Permitting Specialist/Project Coordinator. He holds a degree in City and Regional Planning from The Ohio State University, underscoring his profound understanding of zoning and development projects. As a member of our Entitlements Group within Project Delivery, Brett plays an important role in orchestrating seamless permitting processes and ensuring regulatory compliance for our diverse projects.

Brett is the lead planner for many projects, from leading policy research, to public engagement design, and document development. His mastery of Adobe Creative Suite and extensive graphic design background enables him to create compelling visual communications and enhance project presentations. Having relocated from Central Ohio to Maine, Brett uses his prior educational background and public sector experience to produce visual graphics from public input, coordinate with external entities in gathering document data, and structure the document's overall strategy.

EXPERIENCE

Town of Windham Active Transportation Plan: Commencing in 2025, Brett is the Project Manager for this current planning initiative, responsible for meeting project milestones in a timely manner. This project consists of gathering existing conditions data tailored specifically to Windham's Growth Areas defined within their Comprehensive Plan, and facilitating public engagement needed for the Plan's overall success. Brett is responsible for leading all meetings, facilitating the public engagement open house, presenting and reporting to selected stakeholders, and keeping open communications both internally with the project team and externally with the Town and respective stakeholders.

Town of Raymond Planning Services: Lead Planning Consultant managing Planning Board application reviews and site/subdivision project processing for the growing community. Coordinates comprehensive ordinance revisions and maintains regular office hours providing planning assistance to Town officials and residents. Analyzes development proposals, prepares detailed staff reports, and presents recommendations to the Planning Board. Works closely with developers and property owners to ensure compliance with local ordinances while facilitating project advancement.

Bibber Memorial Land Use Text Amendment - Wells, ME: Led zoning text amendment research and application process for a non-conforming use expansion in a complex regulatory setting. Conducted extensive comparative analysis of municipal codes, established benchmarks for land use definitions and standards, developed and prepared application and meeting materials, presenting research and findings to Planning Board, Board of Selectmen, and residents. Facilitated public and Board comments to integrate critical feedback into the project.

***Orange Township Zoning Department - Delaware County, OH**: Served as Senior Zoning Officer for rapidly growing community of 35,000 residents. Spearheaded implementation of innovative New Urbanism community development and transportation corridor overlay district. Led comprehensive Zoning Code rewrite initiative, including extensive public engagement and contemporary planning policy review. Managed Board of Zoning Appeals processes, overseeing variance requests and special permits while maintaining detailed documentation of decisions. Administered township GIS database, creating specialized maps and analyses for planning initiatives. Contributed significantly to Active Transportation Plan adoption and 10-year Parks Master Plan development, focusing on connectivity and accessibility. Coordinated Comprehensive Plan implementation with township staff while preserving 40% open space allocation, balancing development pressures with environmental conservation goals.

****Prior to employment at Sebago Technics***

EDUCATION

The Ohio State University
Columbus, OH
City & Regional Planning
Minor: Architectural Studies
2021

Columbus State Community College
Columbus, OH
Architectural CAD Drafting Certificate
2022

MEMBERSHIPS

American Planning Association (APA)

LEADERSHIP

Delaware Leadership, 2022
Delaware County Chamber of Commerce

SKILLS

Proficient in Adobe Creative Suite (InDesign, Illustrator, Photoshop), ArcGIS, SketchUp, & Microsoft Office Suite

SEBAGO TECHNICS

207.482.6323 BWIEMKEN@SEBAGOTECHNICS.COM

MARGO BARAJAS, RLA

Landscape Architect

Ms. Barajas joined Sebago Technics, Inc., (STI) in January of 2023. Margo is a highly qualified Landscape Architect with a Master of Landscape Architecture degree from the University of Oregon. She has over 7 years of experience in the field and holds a Maine license as a Landscape Architect. She currently works as a part of the Project Delivery Team at Sebago Technics, bringing her extensive design and project management skills to the company.

EXPERIENCE

Narragansett School Playground - Gorham, ME: Conducted outreach with school staff, designed preschool playground, and guided construction documents. Project completed in August 2024.

Prior to her employment at Sebago Technics, Margo's experience includes:

Mercy Hospital Mixed-Use Redevelopment - Portland, ME: Co-lead design, construction documents, and construction administration of West End redevelopment project. Under Construction.

Homeless Services Center - Portland, ME: Worked with City of Portland, Developers, and extensive project team on the site and amenity space design at the recently completed HSC. Project completed April 2023.

Raise-Op Housing - Lewiston, ME: Designed and lead construction documentation for two affordable, family-focused housing projects on Blake and Walnut Streets in downtown Lewiston.

Jackson Labs Workforce Housing - Bar Harbor, ME: Twenty-four unit workforce housing project with tenant amenity space, including a playground.

Woodfords Family Services - New Gloucester, ME: Designed upgrades to a playground at a daycare center.

PROFESSIONAL EXPERIENCE

ACETO LANDSCAPE ARCHITECTURE (ALA) - *PROJECT MANAGER*
November 2020 - September 2022, Portland, ME

CARROLL & ASSOCIATES - *LANDSCAPE DESIGNER*
May 2019 - October 2020, Portland, ME

THE CULTURAL LANDSCAPE FOUNDATION - *BOASBERG FELLOW*
Summer 2017, Washington, D.C.

EDUCATION

University of Oregon, College of Design
Master of Landscape Architecture, 2018
Master's Project: *"Designing for Sea Level Rise: Back Cove, Portland, Maine."*

Boston University,
College of Communication
B.S. Journalism, 2009
London Internship Program, 2008

REGISTRATIONS

Maine Licensed Landscape Architect: #5544

MEMBERSHIPS

American Society of Landscape Architects,
Member of Maine Section 2018 - Present

Oregon State University, Extension Service,
Master Gardener, 2015 - 2016
Corvallis, Oregon

AWARDS

American Society of Landscape Architects
Honor Award for Communications
What's Out There: Cultural Landscapes Guides,
The Cultural Landscape Foundation

SEBAGO TECHNICS

207.200.2119 MBARAJAS@SEBAGOTECHNICS.COM

KELSEY WEIR, EI

Civil Engineer

Kelsey joined Sebago Technics in February 2024 as a Civil Engineer. Originally from Ohio, she earned a Bachelor of Science in Civil Engineering with a minor in Marine and Ocean Engineering from the University of Maine. Prior to joining Sebago, Kelsey worked at a local civil engineering firm, where she gained valuable experience in coastal permitting and shoreline protection design.

During her academic career, Kelsey completed research internships with the U.S. Army Corps of Engineers (USACE), where she developed modeling for Penobscot Bay utilizing salinity, temperature, and pressure data to examine the impacts of climate change on the salinity of the Penobscot River.

EXPERIENCE

Shoreline Stabilization – Harpswell, ME: Designed a riprap revetment to protect a residence on Bailey Island. Developed a MATLAB script to analyze wave height data over a 50-year period using offshore buoy data, enabling the calculation of wave heights during a 100-year storm event. Contributed to the preparation of local and state permit applications.

Sand Dune Restoration – Cape Elizabeth, ME: Supported site development and layout planning for a sand dune restoration project in Cape Elizabeth. Collaborated closely with the Maine Department of Environmental Protection and local municipal authorities to develop a site design that met regulatory requirements for a nonconforming property.

Shoreline Stabilization – Falmouth, ME: Conducted a condition assessment of over 300 linear feet of shoreline at a residential property to identify areas of critical erosion risk. Designed four distinct riprap revetment sections to stabilize a severely eroded bluff. Assisted in securing necessary permits from the U.S. Army Corps of Engineers, the Maine Department of Environmental Protection, and the local municipality.

Cascades Subdivision – Saco, ME: Contributed to the design and development of a 195-lot residential subdivision as part of a multidisciplinary team. Responsibilities included site grading, stormwater management design, and utility layout, ensuring compliance with applicable regulatory standards.

Woodland Heights Subdivision – Standish, ME: Provided grading and utility design, along with stormwater Best Management Practice (BMP) sizing, for a 30-lot subdivision located on a former gravel pit near Sebago Lake. Supported the preparation of local and state permitting applications, assisted with design documentation, and coordinated agency correspondence.

Hancock Lumber – Wolfeboro, NH: Performed site grading and stormwater BMP design for a commercial lumber yard. Adjusted site layout to address truck turning constraints and prepared permitting packages for both local authorities and the New Hampshire Department of Environmental Services (NHDES). Participated in the planning board approval process.

EDUCATION

University of Maine - Orono, ME
B.S., Civil Engineering

Concentration: Structures
Minor: Marine and Ocean Engineering

CERTIFICATIONS

Engineering Intern (EI)

OSHA 10

SKILLS

Civil 3D, HydroCAD, MATLAB, Hydraflow, and HEC-RAS

MEMBERSHIPS

Society of Women Engineers

American Society of Civil Engineers (ASCE)

SEBAGO TECHNICS

207.482.6377 KWEIR@SEBAGOTECHNICS.COM

GRIFFIN R. STEINMAN, EI

Traffic Engineer

Griffin Steinman joined Sebago Technics in 2022 as a Traffic Engineer within the Transportation Team. In this position, he conducts traffic studies and permitting for site development projects. He also provides support to our traffic signal design and operations practice. A Maine native, Griffin graduated from the University of Maine with a degree in Civil Engineering. He served in transportation intern roles with both the Maine Department of Transportation and City of Portland. In these roles, he gained experience in highway/bridge construction, parking inventory/demand, traffic counts and bike/ped planning. Since graduation, Griffin has worked as a Project Engineer/Estimator with a regional traffic signal equipment/services provider. In this role, he has gained technical knowledge regarding the design, operations, and installation of traffic signals and signal systems.

EXPERIENCE

186 Main Street – Auburn, Maine: Served as the Lead Engineer to provide traffic engineering permitting services for new infill multi-use development in Downtown Auburn. Worked with the City of Auburn to obtain a traffic movement permit (TMP) for the site as the City has Delegated Review Authority for TMPs from MaineDOT. Analysis included trip generation and assignments, safety analysis, and review of pedestrian infrastructure. Additional planning level efforts were coordinated with the City for long-term downtown improvements as a part of the permitting coordination.

Route 236 Traffic Study – South Berwick, Maine: Project responsibilities included modeling existing conditions and over ten proposed alternatives in Synchro SimTraffic for a major planning study along Route 236/Route 4 (Main Street) in South Berwick. The study focused on improving vehicular and pedestrian mobility along a commuter-heavy corridor that had significant existing capacity constraints.

Route 202 at Route 35 Traffic Signal Improvements – Hollis, Maine: Part of the design team in the creation of a new traffic signal plan, including a span wire layout, advanced signage plan, and strain pole cross-section loadings at the intersection of Route 202 and 35 in Hollis. The project is in conjunction with the MaineDOT to improve intersection safety.

Route 1 Traffic Signal Replacements – Kittery, Maine: Part of the design team including existing conditions modeling and preliminary design efforts for the ongoing MaineDOT projects 25433.00 and 25435.00 that include replacing existing signalized intersections along Route 1 in Kittery.

Rock Row Traffic Permitting and Off-Site Improvements – Westbrook/Portland, Maine: Project responsibilities include traffic impact studies to assess and permit the phased build-out of mixed-use development. Design efforts include the simulation modeling of existing and proposed traffic conditions and the monitoring/optimization of traffic signal timings. Work also included the creation of mast arm cross-section plans for a concept traffic signal design.

385 Congress Street – Portland, Maine: Traffic Impact Study to assess and permit the hotel, residential, and commercial mixed-use development. The study included an alternative analysis of proposed traffic configurations using Synchro/SimTraffic modeling software.

Bath Road Brunswick Apartments – Brunswick, Maine: Creation of traffic signal plan set including traffic signal notes, pavement marking plans, and the traffic signal plan sheets.

EDUCATION

University of Maine - Orono, ME
B.S., Civil Engineering, 2019
Concentration: Transportation Engineering

CERTIFICATIONS

Engineering Intern #7821

MaineDOT
Local Project Administration Certification

SEBAGO TECHNICS

207.482.6301 GSTEINMAN@SEBAGOTECHNICS.COM

Section 6

Traffic Information

Section 6 – Traffic Information

Please see the *Traffic Memorandum* prepared for this project enclosed within this Section. This memo includes estimated trip generations for the proposed seventeen (17) market-rate units with the previously approved eighteen (18) affordable senior housing units. As demonstrated in the memo, the total development is anticipated to generate approximately thirteen (13) trips, fifteen (15) trips, and thirteen (13) trips during the AM, PM, and Saturday peak hour periods of the generator, respectively. This level of trip generation is below the threshold set by the Maine Department of Transportation (Maine DOT) and does not require a Traffic Movement Permit (TMP).

Additionally, the Town of Windham's Subdivision Ordinance Section 120-910 Submission Requirement require developments that exceed 140 vehicular trips per day to provide a full Traffic Impact Analysis. The Applicant respectfully requests a wavier from this standard, given that the proposed project has a low calculation of peak hour trip generation, safe site access, lower overall traffic volume, and that the development is not anticipated to have an adverse impact on adjacent roadways. Please see the enclosed memorandum for additional information.

Sight distance on High Street exceeds the required minimum for a 25 miles per hour (mph) roadway, as defined by the Town of Windham's sight distance standards. Please see the enclosed Traffic Memorandum for additional information.

Memorandum

240577-01

To: Amy Bell Segal, Sebago Technics

From: Derek Caldwell, PE, Sebago Technics

Griffin Steinman, EI, Sebago Technics

Date: February 27, 2025

Subject: Traffic Impact Assessment
Andrew's School Redevelopment
55 High Street, Windham, Maine

Introduction

The purpose of this memorandum is to provide a Traffic Impact Assessment (TIA) for an amended site redevelopment located at 55 High Street in Windham, Maine. The previously approved Site Plan included the conversion of the former Andrew's School into 18 units of multifamily affordable senior housing. This proposed Amended Site Plan includes an additional 17 multifamily apartment units across two buildings. Access to the site is proposed via reconstructed access across from Androscoggin Street. This development previously included the removal of the existing access approximately 115 feet north of Androscoggin Street.

As such, this memorandum details an updated trip generation calculation for both the previously approved and subject proposed residential units. It also provides a crash data review for roadways in the vicinity of the site, and reviews sight distance for the proposed access.

Trip Generation

Trip generation was completed utilizing the 11th Edition of the Institute of Transportation Engineers (ITE), *Trip Generation Manual.* Types of vehicles expected include typical passenger cars.

Previously Approved Site Plan

As calculated in the previous traffic impact assessment for the previously approved Site Plan, Land use code (LUC) 252 – Senior Adult Housing – Multifamily was utilized based on 18 dwelling units. ITE defines LUC 252 as "independent living developments that are called various names including retirement communities, age-restricted housing, and active adult communities. The development has a specific age

restriction for its residents, typically a minimum of 55 years of age for at least one resident of the household." Estimated trip generation for the previously approved Site Plan is outlined in Table 1.

Table 1 – Previously Approved Site Plan ITE Trip Generation
Land Use Code 252 – Senior Adult Housing – Multifamily
18 Dwelling Units

Time Period	*Average Rate per Dwelling Unit*	*Trips*	*Entering*	*Exiting*
Weekday	3.24	58	29 (50%)	29 (50%)
AM Peak Hour – Adjacent Street (7 – 9 AM)	0.20	4	1 (34%)	3 (66%)
AM Peak Hour – Generator	0.29	5	2 (45%)	3 (55%)
PM Peak Hour – Adjacent Street (4 – 6 PM)	0.25	5	3 (56%)	2 (44%)
PM Peak Hour – Generator	0.30	5	3 (54%)	2 (46%)
Saturday Peak Hour	0.32	6	3 (54%)	3 (46%)

As demonstrated in Table 1, the previously approved Site Plan was estimated to generate a total of five (5) trips, five (5) trips, and six (6) trips during the AM, PM, and Saturday peak hour periods of the generator, respectively.

Proposed Amended Site Plan

For the proposed Amended Site Plan, LUC 220 – Multifamily Housing (Low-Rise) was utilized based on the proposed total of 17 dwelling units. LUC 220 is described as "townhouses and condominiums located within the same building with at least three other dwelling units and that have two or three floors (levels)." Trip generation for the additional units is shown in Table 2.

Table 2 – Proposed Amended Site Plan ITE Trip Generation
Land Use Code 220 – Multifamily Housing (Low-Rise)
17 Dwelling Units

Time Period	*Average Rate per Dwelling Unit*	*Trips*	*Entering*	*Exiting*
Weekday	6.74	116	58 (50%)	58 (50%)
AM Peak Hour – Adjacent Street (7 – 9 AM)	0.40	7	2 (24%)	5 (76%)
AM Peak Hour – Generator	0.47	8	2 (24%)	6 (76%)
PM Peak Hour – Adjacent Street (4 – 6 PM)	0.51	9	6 (63%)	3 (37%)
PM Peak Hour – Generator	0.57	10	6 (62%)	4 (38%)
Saturday Peak Hour	0.41	7	N/A*	N/A*

*Distribution not provided

As demonstrated in Table 2, the additional units in the Amended Site Plan are estimated to generate a total of eight (8) trips, ten (10) trips, and seven (7) trips during the AM, PM, and Saturday peak hour periods of the generator, respectively.

Total trip generation for the development summarizing both the previously approved and amended Site Plans is shown in Table 3.

Table 3 – Total ITE Trip Generation

Time Period	*Previously Approved Site Plan*	*Amended Site Plan*	*Total*
Weekday	58	+116	174
AM Peak Hour – Adjacent Street (7 – 9 AM)	4	+7	11
AM Peak Hour – Generator	5	+8	13
PM Peak Hour – Adjacent Street (4 – 6 PM)	5	+9	14
PM Peak Hour – Generator	5	+10	15
Saturday Peak Hour	6	+7	13

As demonstrated in Table 3, the combined development is estimated to generate a total of 13 trips, 15 trips, and 13 trips during the AM, PM, and Saturday peak hour periods of the generator, respectively. Given this level of trip generation, a Traffic Movement Permit (TMP) is not required from the Maine Department of Transportation (MaineDOT) as project trip generation does not exceed the 100-trip threshold during a peak hour period.

Additionally, the Town of Windham *Subdivision Ordinance Section 120-910 Submission Requirements* may require developments that exceed 140 vehicle trips per day to provide a full Traffic Impact Analysis. It is our understanding that a waiver can be requested for this requirement. Given the low calculated peak hour trip generation, safe site access as discussed in the following sections, low traffic volume and posted speed limit of High Street, and the surrounding existing residential land use, the development is not expected to have an adverse impact on the area roadways. Additionally, the site is estimated to generate less than 50 trips per peak hour, the threshold for traffic impact studies required for major site plan review by the Town of Windham.

Crash Data

The MaineDOT Public Map Viewer was utilized to determine if there are any high crash locations (HCL) within the immediate vicinity of the site. An intersection or section of roadway is deemed an HCL if two criteria are met: a Critical Rate Factor (CRF) greater than 1.0 and a minimum of eight (8) crashes in a three-year period.

High Street from Depot Street was reviewed for the three-year study period from 2021 to 2023. No high crash locations are located within the immediate vicinity of the site.

Sight Distance Analysis

Sight distance was reviewed in the field on August 29, 2024, at the proposed site access location on High Street opposite Androscoggin Street.

The measurements were completed in accordance with the standards set forth by the Town of Windham *Land Use Ordinance*. Measurements were conducted from a point ten (10) feet behind the edge of the travel way. The edge was determined by offsetting 11 feet from the centerline of High Street, as no shoulder striping currently exists on High Street. Sight distance requirements are summarized in Table 4.

Table 4 – Sight Distance Requirements

Posted Speed (MPH)	*Minimum Sight Distance (feet)*
20	155’
25	200’
30	250’
35	305’
40	360’
45	425’
50	495’
55	570’

According to the MaineDOT Public Map Viewer, the posted speed limit on High Street in the vicinity of the site is 25 MPH. This was confirmed by signage in the field, thus corresponding to a required sight distance of 200 feet per the Town of Windham’s standards. Sight distance was measured to be 270 feet looking to the left as shown in Image 1, before obstructed by overgrown vegetation along High Street. Sight distance to the right was measured to exceed 700 feet as shown in Image 2. As such, sight distance on High Street exceeds the required minimum for a 25 MPH roadway.

Image 1: Sight Distance Looking Left

Image 2: Sight Distance Looking Right

Conclusion

Sebago Technics, Inc. has completed the traffic impact assessment for the combined redevelopment of the Andrew's School in Windham, Maine and provides the following conclusions:

- The proposed redevelopment consisting of 18 units of multifamily senior housing and 17 units of traditional multifamily housing for a total of 35 dwelling units is estimated to generate a total of 13 trips, 15 trips, and 13 trips during the AM, PM, and Saturday peak hour periods, respectively. As such, a TMP is not required by MaineDOT.

- The segment of High Street in the immediate vicinity of the site is not classified as a high crash location.

- Sight distance from the proposed access on High Street meets the Town of Windham minimum requirement for a 25 MPH.

- The Town of Windham *Subdivision Ordinance* may require developments that exceed 140 vehicle trips per day to provide a full Traffic Impact Analysis. Given the low estimated peak hour trip generation of the development, provided safe access, low traffic volume and posted speed limit on High Street, similar surrounding residential land uses, the development is not expected to have an adverse impact on the surrounding area roadway. Therefore, it is our understanding a waiver will be requested from this requirement.

Section 7

Utility Information

Section 7 – Utility Information

Water: There is an existing water main located along High Street, operated by the Portland Water District (PWD). This project is proposing to connect to the available water main, and draw water service interior to the site near the site's proposed entrance. From there, this line will connect to a meter pit for oversight of total water usage within the development. From the meter pit, water will continue interior to the site and branch off to serve each of the proposed buildings. Each building will have submeters for oversight of each unit's water usage. An Ability to Serve letter was requested from PWD on September 16, 2024, and is enclosed within this Section. Please also see the *Grading & Utility Plan* within the Plan Set.

Sewer: Similar to water service, there is an existing sewer main located along High Street, also operated by the Portland Water District (PWD). This development is proposing to connect to the available sewer main, and connect to the internal sewer infrastructure, as detailed on the *Grading & Utility Plan*. The proposed system is gravity-fed with no pumps. An Ability to Serve letter for water and sewer is enclosed within this Section.

Electrical: Central Maine Power currently has existing electrical service through overhead power lines running along High Street. One of these poles is directly adjacent to the site's access. This project will receive power by dropping power down onto the site and continuing via underground electrical lines. A total of two (2) transformers are proposed, which provide service to each residential unit. Please see the *Grading & Utility Plan* enclosed within the Plan Set for additional information.

Natural Gas: This proposed development will connect to the existing natural gas line within High Street. This new connection will conform with the applicable Maine Natural Gas Standards. Please see the *Grading & Utility Plan* for additional information.

Municipal MS4: This proposed development will connect to the existing municipal MS4 system along High Street. Please see the enclosed letter from Windham's Town Engineer stating that the system has sufficient capacity to handle the anticipated demand of flow from the proposed project.

Portland Water District
From Sebago Lake to Casco Bay

October 29, 2024

Kelsey Weir, EI
Civil Engineer
Sebago Technics

Re: 55 High ST, WI
Ability to Serve with PWD Water

Dear Mrs. Weir:

The Portland Water District has received your request for an Ability to Serve Determination for the noted site submitted on September 17, 2024. Based on the information provided per plans dated October 29, 2024, 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 system as currently designed and is valid for eighteen (18) months after the date of issue. Any changes affecting the approved water system will require further review and approval by PWD.**

Conditions of Service

The following conditions of service apply:

- A new 4-inch domestic service with a 2-inch meter may be installed from the water main in High Street. The service should enter through the property's frontage on High Street at least 10 feet from any side property lines. An approved Testable Double Check Valve Assembly (**DCVA**) backflow prevention device must be installed on the domestic service line directly after the meter, outside of the meter pit prior to service activation.

- A new 6-inch fire service may be installed from the water main in High Street. The service should enter through the property's frontage on High Street at least 10-feet from any side property lines.An approved Testable Double Check Valve Assessmbly (**DCVA**) backflow prevention device must be installed on the fire service line in each building prior to service activation. Please refer to the PWD website for more information on cross-connection control policies.

- Since the single service will provide water demand to multiple buildings, a meter pit will be required. The meter pit shall be located on private property within 10-20 feet of the property line at High Street unless otherwise approved by PWD. Please note that PWD's Terms and Conditions require that a service to one parcel cannot serve another parcel. If in the future this parcel is subdivided, a separate service will be required.

- A new connection to The Portland Water District managed sewer in the High Street is approved. PWD requires a minimum of 72-hours notification before the work.

- The Portland Water District does not have record of any other existing infrastructure in public road 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 Service Application and pay all necessary fees for each proposed service. When the project is ready for construction, an Application for each service can be requested by contacting the MEANS Group at MEANS@pwd.org or 207-774-5961 ext. 3199. Once a completed Application has been submitted with payment, please allow seven (7) days for processing.

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 a 12-inch diameter Ductile Iron water main in High Street and a public fire hydrant located approximately 235 feet from the site. The estimated static pressure in the area is 98 psi.

Public Fire Protection
The installation of new public hydrants to be accepted into the District water system will most likely not 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 require water service to provide private fire protection to the site. Please note that the District does not guarantee any quantity of water or pressure through a fire protection service.

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

Town of Windham

Planning Department
8 School Road
Windham, ME 04062

voice 207.894. 5960 ext. 2 fax 207.892.1916

July 17, 2025

Amy Bell Segal, RLA
Sebago Technics
John Roberts Road
South Portland, ME

Re: 24-25 Former John A. Andrew School – Site Redevelopment

Dear Ms. Segal:

We have reviewed the plans for the proposed residential development for 55 High Street in Windham. We understand that the stormwater from the proposed residential development will be collected in on-site catch basins and treated to meet Maine DEP and Town requirements for flood protection and water quality using a subsurface sand filtration system and roof drip edge filters. After flow attenuation and treatment by these systems the design proposes to outlet into the Town's storm drain system in High Street by installing a new drain manhole in the existing 12" storm drain and connecting the 12" discharge line from the development. Based on the modeled flows from the development, we find this to be an acceptable discharge into the Town MS4. The Town will want to be notified in advance of installation of the new drain manhole so that we can be present for inspection

Please do not hesitate to contact me with any questions.

Sincerely,

Mark Arienti, PE
Town Engineer

Brian Morin
Director of Public Works

Cc: Steve Puleo, Planning Director
Amanda Lessard, Senior Planner

Section 8

Stormwater Management

Section 8 – Stormwater Management

Please see the *Stormwater Management Report* enclosed within this Section that has been prepared for this proposed development.

Section 9

Performance Standards & Approval Criteria

Section 9 – Performance Standards & Approval Criteria

This application is subject to review by several articles as defined within the Town of Windham's Land Use Ordinance (Chapter 120). Below, we offer the following narrative to directly address the applicable articles subject to this application:

ARTICLE 3 – DEFINITIONS:

Dwelling, Multifamily: A building containing three or more dwelling units. A multifamily dwelling may be attached to a nonresidential use.

The proposed project meets the definition of a multifamily dwelling development. There are eighteen (18) previously approved affordable senior housing units, and a newly proposed additional seventeen (17) market-rate units.

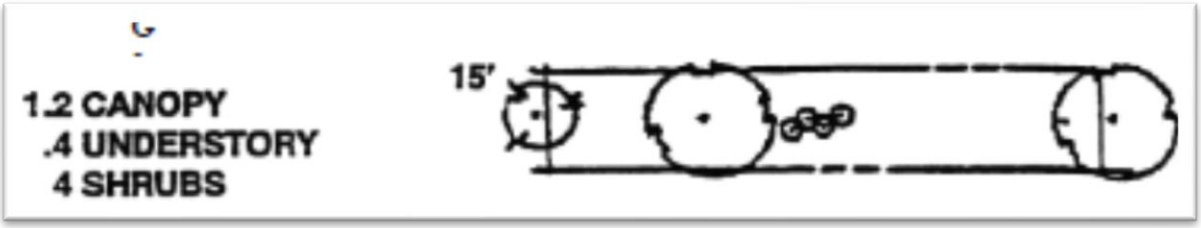
ARTICLE 4 – ZONING DISTRICTS:

(§120-415.B. – Village Commercial District (VC)): Permitted Uses – Dwelling, multifamily.

As defined above, the proposed multifamily dwelling development is a permitted use within the Village Commercial (VC) zoning district. The proposed site is identified on the Town's Tax Map 37 as Lot 24, and is also identified on the Town of Windham Land Use Map as being zoned within the VC District (Council approved, dated April 9, 2024).

ARTICLE 5 – PERFORMANCE STANDARDS

(§120-511.C.3.b. – Buffer Yard: Buffers Along Streets): Commercial Districts (C-1, C-2, C-3, C-4, VC, & WC Districts): Use Buffer Yard G.



The project site has approximately 260 linear feet of street frontage along High Street. Calculated below are the applicable Buffer Yard "G" standards:

	Required	*Proposed*
2.6 (frontage) x 1.2 =	*3.12 Canopy Trees*	*9 Canopy Trees (5 deciduous, 4 evergreen)*
2.6 (frontage) x 0.4 =	*1.04 Understory Trees*	*1 Understory Tree*
2.6 (frontage) x 4.0 =	*10 Shrubs*	*14 Shrubs (8 deciduous and 6 evergreen)*

The proposed trees and shrubs comply with the above standards, as the project is not required to round up from partial decimals. The proposed plantings use native species, as encouraged.

ARTICLE 8 – SITE PLAN REVIEW

This application is subject to the Site Plan Review criteria, as defined within the Town of Windham's Land Use Ordinance, §120-812 Major Site Performance Standards & Approval Criteria. As such, listed below are each of the applicable standards and how they relate to this proposed project.

§120-812.A. Utilization of the Site: *The property subject to this application is the site of the former John A. Andrew school building located at 55 High Street. The site is approximately 2.4 acres in size and is zoned under the Windham Village Commercial (VC) zoning district. The site generally slopes upwards from High Street, is relatively level in the middle (where the former school building was located), and slopes back downwards towards the rear. The site also contains a small wetland area located along the northeastern border of the parcel. No wetland impacts are proposed under the scope of this application, and the proposed development reflects the natural capabilities of the site.*

§120-812.B. Vehicular Traffic: *The site's design includes one (1) access drive off of High Street, which is shown on the project plans as Academy Street. This private, internal drive was named during the previous approval of the eighteen (18) affordable senior housing development's review. This project is proposing to extend the vehicle drive aisles into a loop within the site to provide sufficient maneuverability for both general traffic and emergency vehicles. Additionally, all proposed drives will be designed to meet the applicable private road standards.*

§120-812.C. Parking & Loading Requirements: *The proposed development is designed to include a total of eighty (80) vehicular parking spaces. The parking sequence provides an adequate amount of parking for both the senior housing and market-rate uses, and complies with the minimum parking standard of a 1.5:1 ratio of parking spaces to dwelling units. In addition, the parcel is within the Town of Windham's Growth Zone as depicted in the 2024 Comprehensive Plan. As such, under State Housing Legislation LD 2003, the parking requirements for sites providing 51% or more of the units as affordable only are required to maintain a parking ratio of 0.66 spaces per residential unit.*

§120-812.D. Pedestrian Traffic: *The proposed development incorporates a network of sidewalks that provide both internal connectivity and link externally to the existing sidewalk on the west side of High Street. Please see the plan information submitted for specific locations and details of the proposed layout.*

§120-812.E. Stormwater Management: *A Stormwater Management Report has been prepared for this proposed project, and is included in the enclosed* ***Section 8 – Stormwater Management****.*

§120-812.F. Erosion Control: *An Erosion & Sedimentation Control Plan has been developed for this project and is enclosed within the Plan Set.*

§120-812.G. Water Supply Provisions: *This proposed residential development will connect to existing public water infrastructure that is available along High Street. Please see the enclosed* ***Section 7 – Utility Information*** *for the Ability to Serve request correspondence with the Portland Water District (PWD).*

§120-812.H. Sewage Disposal Provisions: *This proposed residential development will connect to existing public sewer infrastructure that is available along High Street. Please see the enclosed* ***Section 7 – Utility Information*** *for the Ability to Serve request correspondence with the Portland Water District (PWD).*

§120-812.I. Utilities: *This proposed development includes utility connections for electrical, water, and sewer services. There is also a natural gas service line existing along High Street. The applicant has not determined whether or not it will require connection to natural gas for any of its HVAC systems and reserves the right to do so as necessary in the future as construction plans are further refined. All proposed utilities are located underground, including the electrical service which is accomplished from connecting to the existing overhead lines along High Street, then drawn underground near the site's frontage. Please see the Grading & Utility Plan within the Plan Set.*

§120-812.J. Groundwater Protection: *This proposed development will connect to the available water supply provided by the Portland Water District (PWD) that has an existing main along High Street. The scale of this development is not anticipated to adversely impact the overall quality or quantity of available water supply.*

§120-812.K. Water Quality Protection: *The project site is located within the Upper Presumpscot River Watershed, which is not an At-Risk Lake Watershed or an Urban Impaired Stream Watershed, as defined by the Maine Department of Environmental Protection (MDEP). This project will utilize available public water supply from the existing connection along High Street and will incorporate a stormwater management system to provide treatment of runoff. Day-to-day operations do not require hazardous substances such as fuels, industrial chemicals, or wastes.*

§120-812.L. Hazardous, Special, & Radioactive Materials: *There are no anticipated sources or generators that may produce hazardous, special, or radioactive materials within the scope of the proposed development. Additionally, there are no flammable or explosive liquids, solids, or gases that will be stored in bulk above-ground within the project site.*

§120-812.M. Shoreland Relationship: *The project site is not located within the Shoreland Zoning District. The successful completion of this proposed development will not result in any adverse impacts to available water quality or quantity.*

§120-812.N. Technical & Financial Capacity: *Please see the enclosed* ***Section 5 – Financial & Technical Capacity*** *demonstrating that the Applicants have sufficient financial*

resources to construct, operate, and maintain all aspect of the proposed development. Additionally, Section 5 contains supplemental information related to the project team assembled and their history, qualifications, and evidence of prior experience.

§120-812.O. Solid Waste Management: *The proposed development will handle and process solid waste privately through a licensed solid waste contractor. Internally, each of the proposed units will contain private bins to collect generated waste and the selected contractor will haul to a licensed facility.*

§120-812.P. Historical & Archaeological Resources: *The property subject to this application is a previously developed site, which contained the recently demolished John A. Andrew school building and its associated developed area. Upon our review of the National Register of Historic Places, the Town's Comprehensive Plan, and available local historical archives, there are no portions of the subject property or surrounding properties that are of significant historical or archaeological significance. A review request letter, dated September 13, 2024, was sent to the Maine Historic Preservation Commission (MHPC), seeking their respected consultation. A determination by MHPC was received on October 28, 2024, stated that the proposed undertaking will not impact any historic properties, as defined by Section 106 of the National Historic Preservation Act. For reference, we have included this determination within this Section.*

§120-812.Q. Floodplain Management*: Please see the information provided within the enclosed* ***Section 2 – Location & Resource Maps****. The project site is not located within the mapped Federal Emergency Management Agency (FEMA) 100-year Floodplain hazard area.*

§120-812.R. Exterior Lighting: *Photometrics and supplementary lighting details are provided within* ***Section 12 – Lighting Information****. There is a small area where footcandles read 0.1 along the northern and southern property lines, which is below the 0.5 footcandle allowance at lot lines or upon abutting residential properties.*

§120-812.S. Noise: *The proposed development is not anticipated to generate an unreasonable amount of noise detectable at property lines. This project is subject to the limitations regarding the timing of construction activities and will comply with the 10:00 p.m. – 6:00 a.m. restrictions.*

§120-812.T. Storage of Materials (Landscape Plan): *A Landscape Plan has been developed for this proposed residential development and is enclosed within the Plan Set. This project does not contain any exposed storage areas, machinery, or areas used for the storage or collection of automobile parts.*

This application is also subject to the criteria defined within the Town of Windham's Land Use Ordinance, §120-814 Multifamily Development Standards. As such, listed below are each of the applicable standards and how they relate to this proposed project.

§120-814.A. Building Architecture:

1. **Architectural Variety:** *Architectural renderings and designs for each structure are included within the enclosed Section 11. These renderings demonstrate that the proposed structures offer a variety in materials and design that satisfy the standards of this Section.*
2. **Façade:** *Facades of all proposed structures are included within the enclosed Section 11 that detail the horizontal and vertical definitions, with architectural articulation that create visual interest. The additional two (2) buildings for the seventeen (17) market-rate units does not have frontage along High Street, thus the 25% fenestration requirement does not apply.*
3. **Orientation:** *Proposed buildings are oriented in a way that provides their respective entrances facing towards the internal private drives. The facades of the additional two (2) buildings are oriented to face the internal drive aisle, as required.*

§120-814.B. Site Design:

1. **Parking:** *The proposed development incorporates parking areas directly off the internal private vehicular drives. A total of eighty (80) parking spaces are proposed to sufficiently serve the total thirty-five (35) units.*
2. **Screening:** *This development proposes tree clearing along the High Street frontage and the northern and southern property lines. A landscape buffer will be reestablished along High Street with a combination of deciduous canopy trees, evergreen trees, understory trees, and shrubs. Evergreen and deciduous plantings are proposed along the northern property line and a combination of fencing and evergreen trees proposed along the southern property line. In lieu of a buffer along the eastern property line, the applicant has met with and agreed to plant a buffer on the abutter's property. In addition, approximately 300-feet of undeveloped woods remain between the eastern property line and the abutter's residence. Existing vegetation near the frontage on the southwest corner of the parcel will be preserved. Trash totes/bins will be stored within a shed-like structure attached to each building. Above ground utilities will also be screened, as detailed on the Landscape Plan.*
3. **Bicycle/Pedestrian:** *The site's design incorporates internal walkways that connect the entrances of each building to the sidewalk network. The design also offers a connection to the existing sidewalk located along the western side of High Street. A total of (9) bike racks are located within the site, which provide parking for up to eighteen (18) bicycles.*
4. **Recreation & Open Space:** *This proposed development offers an area designated for open space within the central portion of the site. Please see the Open Space requirements table listed on the Site Plan within the Plan Set.*
5. **Landscape/Lighting:** *A Landscape Plan is included within this submission. The landscape design proposes a mixture of hardy deciduous and evergreen species to promote seasonal interest, provide shade, and accent building entrances. A lighting Plan (Photometric Plan) and lighting specifications are also included within* ***Section 12*** *of this application binder.*

6. **Access Drive Standards:** *This proposed development will retain one (1) of the existing access points off High Street, which will provide the framework for the proposed private internal drive that will service this project. This access drive will remain private and shall not be maintained by the Town of Windham.*

ARTICLE 9

This application is subject to the Subdivision regulations defined within the Town of Windham's Land Use Ordinance, §120-911 Performance & Design Standards. As such, listed below are each of the applicable standards and how they relate to this proposed project.

§120-911.A. Basic Subdivision Layout: *This proposed project includes development on one (1) parcel, with eighteen (18) affordable senior housing units and seventeen (17) market-rate units. The total amount of thirty-five (35) units conforms with the applicable density requirements of §120-541 Net Residential Area or Acreage. The proposed site will utilize subsurface utilities (water, sewer, electrical) that are located along High Street, as indicated on the Grading & Utility Plan. Proposed locations of monuments are also shown within the Plan Set.*

§120-911.B. Sufficient Water; Water Supply: *This proposed residential development will connect to existing and available public water infrastructure along High Street. Please see the enclosed **Section 7 – Utility Information** for the Ability to Serve request correspondence with the Portland Water District (PWD). The overall scale of this development is not anticipated to adversely impact the overall quality or quantity of available water supply. Each proposed structure will also be sprinklered.*

§120-911.C. Erosion & Sedimentation Control: *An Erosion & Sedimentation Control Plan has been developed for this project and is enclosed within the Plan Set.*

§120-911.D. Sewage Disposal: *This proposed residential development will connect to existing public sewer infrastructure that is available along High Street. Please see the enclosed **Section 7 – Utility Information** for the Ability to Serve request correspondence with the Portland Water District (PWD).*

§120-911.E. Impact on Natural Beauty, Aesthetics, Historic Sites, Wildlife Habitat, Rare Natural Areas, or Public Access to the Shoreline: *The proposed project is primarily located over existing developed area that has been cleared for the former John A. Andrew school building, and utilizes an existing driveway into the site for access. Tree clearing is required for this project, the resulting decrease in buffer will be mitigated with proposed plantings. The Subdivision Plan details which areas of trees will be cleared and others that will be protected for a period of at least five (5) years unless the site plan is formally amended with the Town. This development also incorporates street trees into the overall design. These street trees are planted at locations which conform with the fifty (50) ft. minimum spacing standard. One existing street tree will remain.*

A Landscape Plan has been developed for this application. On this plan, a centralized open green space is proposed within the center of the site. This space will provide an adequate common area for internal users of the site. This designated open space will be owned and operated by the owners of the property and will not be used for any future buildings or lots.

§120-911.F. Conformance with Land Use Ordinances: *The proposed project meets the goals of the Town of Windham's 2017 Comprehensive Plan, and meets the applicable dimensional and performance standards within the Town of Windham's Land Use Ordinance.*

§120-911.G. Financial & Technical Capacity: *Please see the enclosed* ***Section 5 – Financial & Technical Capacity*** *demonstrating that the Applicants have sufficient financial resources to construct, operate, and maintain all aspect of the proposed development. Additionally, Section 5 contains supplemental information related to the project team assembled and their relevant history, prior experience, and qualifications for evidence that they have proficient technical knowledge to complete this project.*

§120-911.H. Impact on Groundwater Quality or Quantity: *This proposed development will connect to available water supply provided by the Portland Water District (PWD) that has an existing main along High Street. The scale of this development is not anticipated to adversely impact the overall quality or quantity of available water supply.*

§120-911.I. Floodplain Management: *Please see the information provided within the enclosed* ***Section 2 – Location & Resource Maps****. The project site is not located within a mapped special flood hazard area, as defined by the Federal Emergency Management Agency (FEMA).*

§120-911.J. Stormwater Management: *A Stormwater Management Report has been prepared for this project and is included within the enclose* ***Section 8 - Stormwater Management****. This project requires a Stormwater Management Law permit from the Maine Department of Environmental Protection, with our approval enclosed within* ***Section 13 – Maine Dept. of Environmental Protection Approval****.*

§120-911.K. Conservation Subdivisions: *This Section is not applicable to this proposed project, as this development is not a conservation subdivision.*

§120-911.L. Compliance with Timber Harvesting Rules: *There is not any timber harvesting activity proposed under the scope of this application. As such, this Section is not applicable to this proposed project.*

§120-911.M. Traffic Conditions & Streets: *A Traffic Memorandum has been prepared for this project and is enclosed within* ***Section 6 – Traffic Information****. This memo includes estimated trip generations for this proposed affordable senior housing project. As detailed*

within the Memo, this development is estimated to generate five (5), five (5), and six (6) trips during the AM, PM, and Saturday peak hours of the generator, respectively. Given this level of trip generation, a Traffic Movement Permit (TMP) is not required from the Maine Department of Transportation (MDOT), as this development does not exceed the one hundred (100) trip threshold during a peak hour period. Additionally, sight distance on High Street exceeds the required minimum for a 25 miles per hour (mph) roadway, as defined by the Town of Windham's sight distance standards. Please see the Traffic Memorandum for additional information.

§120-911.N. Maintenance of Common Elements: *Maintenance of the common elements will be managed by the Condominium Association, which will be formed at the time of financial close and prior to the start of construction. The Condominium Association and its members have experienced Property Management and Maintenance teams. The following items will be included within the maintenance plan for the common elements and professionally managed through the Condominium Association: All seasons landscape, roadway and walkway maintenance, asphalt maintenance, trash and recycling management, stormwater system management, common lighting element management, and any other common site element management. Please see the draft condominium association documents also enclosed within this Section.*

SEBAGO TECHNICS

October 8, 2024
240577

Megan M. Rideout
Maine Historic Preservation Commission
65 State House Station
Augusta, ME 04333

Email Submission: megan.m.rideout@maine.gov

RE: Former John A. Andrew School – Site Redevelopment
55 High Street, Windham; MBLU: 37-24
MHPC Project #1683-24

Dear Ms. Rideout,

On behalf of our client, Sebago Technics, Inc. is pleased to provide this response letter and the attached supplementary documentation in response to the consultation letter from Maine Historic Preservation Commission (MHPC), dated September 25, 2024. This consultation letter is provided within the attached documentation as ***Exhibit A***. This consultation was initiated as part of the proposed site redevelopment for the construction of eighteen (18) affordable senior housing residential units.

Property Description: The subject site is located at 55 High Street in the Town of Windham, Maine. The site can further be identified on the Town's Tax Map 37 as Lot 24. The site is approximately 2.40 acres in size, and contains a portion of an educational school building. For reference, ***Exhibit B*** is the property card for the site, pulled from available Town resources.

Site History: The subject property is the location of the former John A. Andrew school building. From available historical information, this site previously contained an older schoolhouse building, named the 2nd John A. Andrew school building. This clapboarded structure burned down in 1925.

However, another school building, named the 3rd John A. Andrew School, was constructed in 1926 at this same location. This 1926 building was designed for eight grades contained within four rooms. An addition to this 3rd school building was constructed around 1953, providing another "wing" to the school's operations. Primary and elementary classes at the site ended in 1990. A reunion of staff and alumni were organized, where previous attendees reminisced about their educational experience.

Eventually, the school's roof was deemed beyond repair, leading to the demolition of the larger school building in 2016. To-date, the remaining "addition" is used for storage. Please see pre-, during, and post-demolition photographs below of the performed work. Please also see the enclosed ***Exhibit C*** for additional photographs.

Project Description: The proposed project located on this property is the result of a Request for Proposals (RFP) from the Town of Windham's Economic Development Corporation. Our clients, Great Falls Construction and Westbrook Development Corporation, were selected by the Town of Windham to develop the site for residential use. As of the date of this letter, there is an active application with the Town of Windham for review for the construction of eighteen (18) affordable senior housing residential units on the front portion of the property. Please see the attached ***Exhibit D*** for a Site Plan that details the proposed work.

We are hopeful that this letter and the enclosed information is sufficient to complete a review by the Maine Historic Preservation Commission. Upon your review, please contact me at (207) 482-6323 or by email at bwiemken@sebagotechnics.com if you have any questions or require additional information. Thank you for your time, and I look forward to hearing from you.

Sincerely,

SEBAGO TECHNICS, INC.

Brett Wiemken

Brett Wiemken
Permitting Specialist/Project Coordinator

Enc.

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

10/28/24

Kirk F. Mohney,
State Historic Preservation Officer
Maine Historic Preservation Commission

Date

MHPC #1683-24

DECLARATION OF SOUTH WINDHAM CONDOMINIUM
55 High Street, Windham, Maine

[DRAFT
June 23, 2025]

Table of Contents

DECLARATION OF SOUTH WINDHAM CONDOMINIUM
WINDHAM, MAINE

ARTICLE 1

SUBMISSION; DEFINED TERMS

Section 1.1. Submission of Property. [WDCJCS, LLC], a Maine limited liability company with a mailing address of 30 Liza Harmon Drive, Westbrook, Maine 04092 (the "Declarant"), owner in fee simple of the land described in **Schedule A** annexed hereto, located in the Town of Windham, County of Cumberland, State of Maine (the "Land"), hereby submits the Land, together with all buildings and improvements, easements, rights and appurtenances thereunto belonging, in any deed of any portion of the land to the Declarant, or in said **Schedule A**, and any improvements to be constructed thereon (collectively, the "Property"), to the provisions of Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, known as the Maine Condominium Act (the "Condominium Act") and hereby creates with respect to the Property a condominium, to be known as "South Windham Condominium" " (the "Condominium"). The Property is described in a deed from the Town of Windham to the Declarant dated _____ and recorded in the Cumberland County Registry of Deeds in Book _____, Page _____ and shall henceforth consist of two (2) Units described in Article 2 hereof and listed on **Schedule C** annexed hereto, which Units consist of designated portions of the Property, and of Common Elements, described in Article 3 hereof, and shall be held, sold and conveyed subject to all terms, conditions, covenants, easements and restrictions set forth in this Declaration as amended from time to time (the "Declaration") and in the Condominium Act. The Property is shown on the condominium plat entitled "Plat of South Windham Condominium, 55 High Street, Windham, Maine" prepared by _____ for Westbrook Development Corporation and JCS 20, LLC, dated _____, and recorded in the Cumberland County Registry of Deeds (the "Registry of Deeds") in Plan Book _____, Pages _____ and _____ (collectively, the "Plat").

Section 1.2. Defined Terms. Terms not otherwise defined herein, as the same may be amended from time to time, or on the Plat, shall have the meanings specified in Section 1601-103 of the Condominium Act. Terms defined in the Condominium Act that are also defined herein shall have the general meanings ascribed to them in the Act and, in addition, the specific meanings ascribed to them in this Declaration. "Condominium Documents" shall mean this Declaration, as it may be amended from time to time, all Schedules attached hereto, the Plat, the Bylaws and any Rules and Regulations that may be adopted.

Section 1.3. Name and Address of Condominium and Association. The name of the Condominium is "South Windham Condominium". The address of the Condominium is 55 High Street, Windham, Maine 04062. The Unit Owners Association is South Windham Condominium Association, a Maine nonprofit corporation (the "Association") and its address is [30 Liza Harmon Drive, Westbrook, Maine 04092], or such other address as may be designated from time to time by the Executive Board of the Association.

Section 1.4. Notice to Unit Owners. Notice of matters affecting the Condominium shall be given to Unit Owners by delivery in hand or by sending prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner.

Section 1.5. Notice to Association. Notice of matters affecting the Condominium shall be given to the Association by delivering in hand or by sending prepaid United States mail to the principal office of the managing agent, or if there shall be no managing agent, then to the mailing address of the Secretary of the Association.

Section 1.6. Interpretation. In the event of any conflict or discrepancy between this Declaration and the Plat, this Declaration shall govern.

ARTICLE 2

BUILDINGS AND IMPROVEMENTS; UNITS AND UNIT BOUNDARIES

Section 2.1. Buildings and Improvements. The Units created by this Declaration are designated parcels of land designated for separate ownership, comprising portions of the Property that include the buildings to be built by the Unit Owner, and related improvements, as shown on the Plat.. All buildings and improvements and associated site improvements and facilities now located or hereinafter located on and within the boundaries of each Unit shall be owned by the Unit Owner thereof except to the extent otherwise stated in this Declaration and/or as may be otherwise indicated in any instrument recorded in the Cumberland County Registry of Deeds. Any improvements labeled on the Plat as "need not be built", need not be built.

Section 2.2. Units. The Declarant hereby declares and creates two (2) Units on the Land, Unit 1 and Unit 2. The location of the Units that comprise the two (2) Units created hereby, and their dimensions are shown on the Plat and described in **Schedule B** annexed hereto. Attached as **Schedule C** hereto is a list of the two (2) created or declared Units, their identifying numbers and names, Common Element Interest, Common Expense Liability and Vote (the "Allocated Interests") appurtenant to such Units. The Common Element Interest and Common Expense Liability are based on the number of dwelling units to be constructed within each Unit. Each Unit shall be allocated one (1) vote in the affairs of the Association.

Section 2.3. Unit Boundaries. Each Unit is a designated parcel of land comprising a portion of the Property as shown on the Plat and described in **Schedule B** annexed hereto, together with all airspace above such parcel located within the planes extending from the boundaries of such parcel at ground level and running perpendicular to such boundaries skyward, and all subterranean rights below the ground level of such parcel. The Units have no upper or lower horizontal boundaries.

ARTICLE 3

COMMON ELEMENTS

Section 3.1. Common Elements. The Common Elements shall consist of all of the Property except the individual Units, and shall include, without limitation, all roads and drives, parking areas, fire lanes, walkways, above and below ground utility lines and facilities, sewer and stormwater lines and facilities, telephone and other communication lines, easements shown on the Plat or set forth in **Schedule A**, and all easement areas located on adjacent properties for the use or benefit of the Property, as shown on the Plat, 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 or any rights and easements therein as may be specifically excepted or reserved herein or in any schedule attached hereto or otherwise transferred to third parties such as, by way of example, any portion of the utility systems which may be transferred to the Town of Windham or any utility company. Any utility lines and facilities, sewer lines and facilities, telephone and other communication lines, or other similar facilities that may be located on or within a Unit but which serve both Units and any buildings and improvements and associated site improvements and facilities located on both Units shall be deemed Common Elements. Each Unit Owner shall have the right to use the Common Elements in common with the other Unit Owner 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 and all buildings and improvements and associated site improvements and facilities located on and within said Units. 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, the Bylaws and any Rules and Regulations adopted by the Association, as any of the same may hereafter be amended from time to time. If any Common Elements encroach upon any Unit, as shown on the Plat, a valid easement appurtenant to the encroaching Common Elements for the encroachment and for maintenance of the same shall exist for so long as the encroachment shall exist. Without limiting the foregoing, the following shall be Common Elements:

(a) Parking Areas. The parking areas on the Property, as shown on the Plat, together with lighting, signage and other appurtenances thereto, are Common Elements for use by Unit Owners and their tenants, managers, service providers, invitees, employees, licensees, agents, and the invitees and visitors of any tenant or building on the Units. To the extent required by applicable fair housing and accessibility laws and upon the request of a Unit Owner, the Association shall designate parking spaces for a Unit's exclusive use or for the exclusive use by a residential tenant of the apartment building within said Unit. Except as provided for in the previous sentence, parking shall not be designated for the exclusive use of a Unit Owner, and its tenants, managers, service providers, invitees, employees, licensees, agents, and the invitees and visitors of any tenant or building on the Units.

(b) Stormwater Treatment Areas. The stormwater treatment areas, as shown on the plat, together with any culverts, piping and systems, and improvements throughout the Property connected to and necessary for the treatment of stormwater and runoff on the Property (the "Stormwater Treatment Areas"), are Common Elements for use and benefit of the Unit Owners, and shall be maintained as such in accordance with (i) Maine Department of Environmental Protection Permit _____, as may amended from time to time, and (ii) such other requirements of the Town of Windham in connection with its Site Plan and Subdivision approvals for the improvements to be located on the Property.

Section 3.2. Limited Common Elements. Limited Common Elements are those portions of the Common Elements allocated pursuant to the terms of the Condominium Act or this Declaration for the exclusive use of one of the Units. Any utility lines and facilities, sewer lines and facilities, telephone and other communication lines, or other similar facilities that may be located on or within a Unit but which serve the other Unit and any buildings and improvements and associated site improvements and facilities located on and within such other Unit shall be deemed Limited Common Elements as to the Unit that they serve. As of the date of this Declaration there are no Limited Common Elements.

Section 3.3. Use of Common Elements During Construction. In addition to such general rights the Unit Owners have in and to the use of the Common Elements as provided herein and in the Condominium Act, each Unit Owner shall have the right to use such portions of the Common Elements as may be reasonably necessary during any construction activity on and within the Units, including the right to temporarily store any construction equipment and materials thereon so long as such use does not materially adversely affect the use of the Common Elements by the other Unit Owner, together with the right to connect with any utility lines and facilities, sewer lines and facilities, telephone and other communication lines and facilities, or other similar facilities to serve any buildings and improvements and associated site improvements and facilities that may be constructed on or within the Units provided, however, that following the completion of any such construction activities and the use of any portions of the Common Elements, such Unit Owner shall promptly repair any damage to the Common Elements and restore them to their preexisting condition. The Association shall have no responsibility for any construction equipment and materials stored by a Unit Owner on the Common Elements.

Section 3.4. Easements Within Common Elements and Units. At the request of a Unit Owner in connection with any construction on and within a Unit, the Association shall grant such usual and customary utility easements over, under and through the Common Elements as shall be reasonably necessary to allow for utility service for any buildings and improvements and associated site improvements and facilities that may be constructed on or within the Units. The Association shall have the right and easement to have access to each Unit as may be necessary in order to inspect, maintain, repair or replace any Common Elements or Limited Common Elements therein or accessible therefrom, or to inspect for or abate any violation of this Declaration.

ARTICLE 4

AMENDMENT

Section 4.1. Amendments. Except in cases, where applicable, of amendments to this Declaration that may be unilaterally executed and recorded by the Association as described in the Condominium Act in Sections 1601-107, Eminent Domain, 1602-108(c), Limited Common Elements, 1602-113, Subdivision of Units, and 1602-117(a), Amendment of Declaration, and except in cases, where permitted and where applicable, of amendments to this Declaration by certain Unit Owners, as described in the Condominium Act in Sections 1602-108(b), Limited

Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113(b), Subdivision of Units, or 1602-118(b), Termination of Condominium, and subject to the other provisions of this Declaration and of the Condominium Act, any and all amendments to this Declaration shall require the unanimous consent of the Unit Owners.

Notwithstanding anything to the contrary contained in this Declaration, this Declaration shall not be amended in any manner that shall prevent or impair the leasing of dwelling units within Unit 1 to senior very low, low and moderate income persons or families.

Section 4.2. Material Amendments. Approval of amendments of a material nature must be obtained from Eligible Mortgage Holders, as defined in Section 9.3 below, after due notice pursuant to Article 9 of this Declaration.

Section 4.3. Notice of Amendments to Mortgage Holders. The Association shall provide notice of any amendment to this Declaration to all known mortgage holders at the address last furnished to the Executive Board, but failure to send such notices shall not affect the validity of such amendment. The Association shall make copies of the Declaration and all amendments thereto available for inspection at reasonable times upon reasonable request for such inspection.

ARTICLE 5

USE OF UNITS

Section 5.1. Use of Units; Expansion and Construction. Except as limited or prohibited by Section 5.2 of this Declaration, applicable local, state and federal laws, ordinances and governmental regulations and/or by any permits and approvals relating to the Units and the use of the buildings and improvements and associated site improvements and facilities now located or hereafter constructed on and within the Units, this Declaration imposes no restrictions on the use that may be made of the Units and the buildings and improvements and associated site improvements and facilities now located or hereafter constructed on and within the Units. Nothing contained herein shall be deemed to limit or prohibit the future expansion of the buildings and improvements and associated site improvements and facilities now located on and within the Units or the future construction of any further buildings and improvements and associated site improvements and facilities on and within the Units provided such expansion and construction is permitted and approved in accordance with all applicable local, state and federal laws, ordinances and governmental regulations. Notwithstanding the foregoing, the Property shall at all times be used in accordance with applicable zoning and land use statutes, regulations and ordinances, this Declaration, the Plat, and any approvals obtained by the Town of Windham related to the development of the Property and the Condominium.

Section 5.2. Use Limitations. For so long as any Units are operated as residential rental housing, no Unit or building or improvement constructed thereon or elsewhere on the Property may be used for any purpose that is incompatible or inconsistent therewith, including without limitation, (i) gambling, betting, gaming or anything similar thereto, (ii) sale of or other activities involving pornographic or sexual goods or services, strip clubs or businesses or establishments which offer topless or partially nude dancing or similar activities (for purposes of this limitation,

materials or activities shall be considered "pornographic" or "sexual" if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality), (iii) the sale, storage, or use of any firearms, ammunition or weapons, (iv) the sale, storage or use of fireworks, (v) any use that creates an explosive hazard, (vi) sale, distribution, marketing or production of any cannabis or cannabis-related products on or off the premises, (vii) a liquor store, (vii) a bar or other establishment, the principal business of which is the sale of alcohol for consumption on-premises, (viii) the sale, distribution, or manufacture of any type of drug paraphernalia, (ix) pay day lending activities, pay day advances, pay check advances, or any similar type of lending activity, (x) pawn shops, pawn brokers, car title lenders (which, for purposes of this limitation, will not include auto loans made by a state or federally chartered bank or credit union), or any similar type of lending activity, (xi) check cashing services, debt collection activities, debt consolidation services, credit repair or credit restoration activities, except as an incidental part of another primary business or incident to the banking activities of a state or federally chartered bank or credit union, (xii) bail bond services of any kind, or any activities of a bail bond agent, (xiii) business or use with outdoor amplified music or sound, (xiv) any business or use that creates noise, dust, odors or vibrations exceeding levels typical for residential areas or as may be set forth in applicable laws, regulations or ordinances, or (xv) any use that would unreasonably increase the rate of or cause the cancellation of any insurance policy on the Unit or Condominium and prevent the replacement of said policy on commercially reasonable terms.

Section 5.3. Sub-Condominiums. Nothing contained in this Declaration shall be deemed to limit or prohibit the right of a Unit Owner to convert or subdivide a Unit and the buildings and improvements and associated site improvements and facilities now located or hereafter constructed on and within the Units or to create a sub-condominium within a Unit to the extent permitted under Condominium Act, subject to receipt of all permits and approvals required under all applicable local, state and federal laws, ordinances and governmental regulations and subject to the approval of MaineHousing so long as it holds a mortgage on one or both Units.

Section 5.4. Compliance with Condominium Documents. Each Unit Owner shall comply strictly with the Bylaws and with any Rules and Regulations adopted pursuant thereto, and with the covenants, conditions and restrictions set forth or incorporated by reference in this Declaration or in the deed to a Unit. Failure to comply shall be grounds for an action to recover damages or for injunctive relief, or both, maintainable by the Management Agent or Executive Board on behalf of the Association or in a proper case by an aggrieved Unit Owner. In addition, the Management Agent or Executive Board may enforce such compliance by such other reasonable methods and procedures as may be adopted from time to time as set forth in any Rules and Regulations adopted, provided, however, that no summary abatement or similar procedures may be utilized through non-judicial means to alter or abolish any items of construction.

Section 5.5. Covenants Running with the Land. The provisions of this Declaration and the Bylaws and the rights and obligations established hereby shall be deemed to be covenants running with the land so long as the Property remains subject to the provisions of the Condominium Act as amended, replaced or revised, and shall inure to the benefit of and be binding upon the Unit Owners and their respective heirs, representatives, successors, assigns,

purchasers, lessees, grantees and mortgagees. By the recording of or by the acceptance of a deed or other document of conveyance, which deed or document transfers a Unit or any interest therein, the grantee, and the grantee's heirs, successors or assigns, shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Condominium Act, this Declaration, the Bylaws and any Rules and Regulations adopted by the Association.

Section 5.6. Special Declarant Rights. The Declarant reserves no special declarant rights.

ARTICLE 6

ASSOCIATION; EXECUTIVE BOARD; MANAGEMENT AGENT

Section 6.1. The Association. The Association is the governing body of the Condominium and shall have all of the powers set forth in the Condominium Act, except as otherwise stated in this Declaration; and shall be subject to the provisions of the Condominium Act, this Declaration and the Bylaws, as amended from time to time. The members shall consist of the Unit Owners of the Condominium.

Section 6.2. Executive Board. Subject to the provisions of the Condominium Act, this Declaration or the Bylaws, the Executive Board shall have the power to act on behalf of the Association and elect officers, as provided in the Bylaws. The Board shall consist of three (3) members (the "Members"), at least a majority of whom shall be Unit Owners or, in the case of a Unit Owner which is an entity such as a partnership, limited liability company, corporation, trust or estate, or other entity capable of holding title to real property in the State of Maine, a designated agent thereof. The Members of the Executive Board shall be appointed by the Unit Owners as follows immediately following the initial conveyance of a Unit by the Declarant:

(a) One Member shall be appointed by the Owner of Unit 1 who shall serve until such time as said Member is replaced by the said Owner or until said Member resigns or dies provided, however, that upon the transfer of said Unit to a successor Owner, said successor Owner shall appoint a new Member at which time said current Member's term shall automatically terminate without the necessity of said current Member's resignation;

(b) One Member shall be appointed by the Owner of Unit 2 who shall serve until such time as said Member is replaced by the said Owner or until said Member resigns or dies provided, however, that upon the transfer of said Unit to a successor Owner, said successor Owner shall appoint a new Member at which time said current Member's term shall automatically terminate without the necessity of said current Member's resignation; and

(c) One Member shall be jointly appointed by the Owner of Unit 1 and the Owner of Unit 2 who shall serve until such time as said Member is replaced by the said Owners or until said Member resigns or dies provided, however, that upon the transfer of either of said Units to a successor Owner, said successor Owner and said existing Owner shall appoint a new Member at which time said current Member's term shall automatically terminate without the necessity of said current Member's resignation.

Section 6.3. Management Agent.

(a) Option to Appoint Management Agent. The Unit Owners may also appoint a management agent (the "Management Agent") who, if appointed, shall perform all obligations of the Association and the Executive Board and shall be responsible for all property management, maintenance and repair obligations that are to be divided between the Unit Owners as Common Expense Liability or otherwise as set forth herein. The compensation and other costs associated with the Management Agent shall be allocated between the Unit Owners in accordance with the Common Expense Liability in Schedule C and Article 7.

(b) Obligation to Appoint Management Agent in the Event of Dispute. In the event a Management Agent is not appointed and the Unit Owners and/or the Executive Board of the Association either (i) are unable to agree upon the expenses, budget or the performance of maintenance, repair or replacement obligations the cost of which are allocated to Unit Owners as Common Expense Liability, in accordance with the terms and provisions of the Declaration, which deadlock continues for thirty (30) days after a Unit Owner and/or a Member of the Executive Board sends written notice to the other parties in interest indicating the decisions in dispute, or (ii) are so divided that the affairs of the Association and the Condominium are suffering or will suffer irreparable injury, then in either such event the Unit Owners shall be obligated to select a Management Agent to handle such duties in dispute.

ARTICLE 7

MAINTENANCE; INSURANCE; ASSESSMENTS

Section 7.1. Maintenance. Generally, the maintenance, repair and replacement of the Units, together with all buildings and improvements and associated site improvements and facilities now located or hereinafter located on and within the Units, and the Common Elements shall be allocated between the Unit Owners and the Association in accordance with Section 1603-107(a) of the Condominium Act, subject to the following provisions:

(a) Units. Each Unit Owner shall furnish and be responsible for, at such Unit Owner's own expense, all the maintenance, repairs and replacements with respect to such Unit Owner's Unit and all buildings and improvements and associated site improvements and facilities now located or hereinafter located on and within said Unit.

(b) Limited Common Elements. Except as may be otherwise specifically provided herein, the Association shall furnish and be responsible for all the maintenance, repairs and replacements to any Limited Common Elements. The Association may assess expenses for maintaining Limited Common Elements exclusively against the Unit to which the Limited Common Element is allocated or against the Unit benefited.

(c) Common Elements. Except as may be otherwise specifically provided herein, the Association shall furnish and be responsible for all the maintenance, repairs and replacement

of all Common Elements. Such work shall be provided at the direction of the Management Agent or Executive Board, and shall be a Common Expense. A Unit Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Element damaged through such Unit Owner's negligence, misuse or neglect.

(c) No Obstruction of Drainage and Other Infrastructure. Whether undertaken by Unit Owners or the Association, any work to maintain, repair or replace Units, and any buildings and improvements and associated site improvements and facilities now located or hereinafter located on and within the Units, or Common Elements shall be undertaken in such a manner so as to avoid obstruction of any surface water drainage areas and other approved infrastructure, including other drainage facilities, water, sewer and any other underground utility lines and facilities.

(d) Self-Help Right. In the event of a dispute between a Unit Owner and the Executive Board, Management Agent or the other Unit Owner or a failure of a Unit Owner to pay its share of assessments when due, each Unit Owner shall have the right but not the obligation to pay the other Unit Owner's share of the Common Expense Liability (the "Self-Help Right") which shall be upon such terms and conditions as are set forth in the Bylaws regarding the failure to pay assessments when due.

Section 7.2. Insurance.

(a) Association. The Association, through its Executive Board, shall obtain and maintain as a Common Expense such policies of insurance for the Condominium as are required by the Bylaws and such additional insurance as the Board may determine from time to time. Property, casualty and liability insurance carried by the Association shall contain any policy terms required by the Condominium Act. Each Unit Owner shall be an insured person under the Association's liability insurance with respect to liability arising out of its ownership of an undivided interest in the Common Elements or membership in the Association. Each policy shall provide that (i) the insurer waives its right of subrogation under the policy against any Unit Owner, (ii) no act or omission by a Unit Owner (unless acting within the scope of its authority on behalf of the Association) will void the policy or be a condition of recovery under the policy, and (iii) if at the time of a loss under a policy maintained by the Association there is other insurance in the name of Unit Owner covering the same property covered by the Association's policy, the Association's policy shall be primary insurance not contributing with or secondary to the other insurance. The Board may increase insurance coverages and obtain additional insurance coverages not specifically stated herein as the Board determines from time to time, in its discretion, the premiums for which shall be Common Expenses. Policies of insurance shall be deposited with and shall be maintained by the Board.

(b) Unit Owners. Each Unit Owner shall be individually and solely responsible for maintaining (a) liability insurance with respect to its Unit, providing coverage in amounts of not less than the Executive Board may from time to time reasonably require, naming the Association as an additional insured, and (b) casualty insurance insuring the improvements within the Unit and insuring the contents thereof and any personal property therein in an amount equal to not less than 100% of the full replacement value thereof. The Association shall have no

insurance responsibility with respect to any Unit or the contents thereof except as expressly provided herein.

Section 7.3. Assessments. Each Unit Owner shall pay to the Association, or its authorized representative, monthly, or as otherwise required by the Association, such Unit Owner's proportionate share, as assessed by the Executive Board, of the expenses of maintenance, repair, replacement, insurance, administration and operation of the Common Elements and of any reserves for operation, maintenance or replacement established by the Executive Board. Such proportionate share shall be equivalent to the Common Expense Liability as set forth in **Schedule C** attached hereto, subject to the provisions hereof, except that Common Expenses which, in the judgment of the Executive Board of the Association, benefit only one Unit may be assessed exclusively against the benefited Unit. Payment thereof shall be in such amount and at such times as may be provided by the Bylaws or any Rules and Regulations adopted by the Association and shall be subject to annual review. In the event of the failure of a Unit Owner to pay such assessments when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided in Section 1603-116 of the Condominium Act. The obligation to pay any amounts required by the provisions hereof shall commence no later than sixty (60) days following the initial conveyance of a Unit by the Declarant unless the Executive Board of the Association shall determine otherwise.

Notwithstanding anything herein to the contrary, Common Expenses shall only be assessed on Units in which the owner has received a building permit from the Town of Windham for the construction of improvements located within a Unit and the Common Elements related thereto. Assessments shall be prorated the first full month in which a building permit is received.

Section 7.4. Special Assessments. The Board shall have the power to levy special assessments as the Board from time to time deems necessary or appropriate in accordance with Section 1603-103 of the Condominium Act ("Special Assessment"), for any purpose permitted by this Declaration, including, but not limited to, paying the costs of unanticipated maintenance, repairs or replacements of the Common Elements or recovery of costs to repair damage to the Common Elements caused by a Unit Owner or the residents or occupants of a Unit. Special Assessments benefiting the owners of both Units shall be levied on both Units in proportion to their respective Common Expense Liability, and shall be due and payable in a lump sum or in such installments as the Board shall determine. Special Assessments benefiting just one Unit shall be levied only against the Unit benefited.

Section 7.5. Alternative to Assessments. Notwithstanding any provision to the contrary contained herein or in the Bylaws or any Rules and Regulations, in the event the Unit Owners appoint a Management Agent, the Unit Owner's proportionate share of Common Expenses and other shared costs hereunder will be charged directly to such Unit Owner by the Management Agent as part of the property management services for the buildings and improvements on the Units, rather than through an assessment by the Association, and will be paid directly to the Management Agent rather than to the Association.

Section 7.5. Damages. Each Unit Owner shall reimburse and indemnify the Association upon demand for any losses, expenses, costs or damages incurred by the Association as a result

of any damage to Common Elements caused by the act, omission or negligence of such Unit Owner or its tenants, guests, contractors or subcontractors. Such damages may be assessed and collected as a Special Assessment against such Unit Owner.

ARTICLE 8

EMINENT DOMAIN

Section 8.1. Acquisition of Unit.

(a) If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must compensate the Unit Owner for his Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Unit, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocation. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall be thereafter a Common Element.

(b) Except as provided in subsection (a), if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Unit and its interest in the Common Elements whether or not any Common Elements are acquired. Upon acquisition: (l) that Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit; and (2) the portion of the Allocated Interests, votes, and Common Expense liability divested from the partially acquired Unit, if any, are automatically reallocated to that Unit and the remaining Unit in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating, if appropriate, in the reallocation on the basis of its reduced Allocated Interests.

Section 8.2. Acquisition of Common Elements. If part of the Common Elements are acquired by eminent domain, the Association, through its Executive Board, shall represent the Unit Owners in any proceedings, negotiations, settlements or agreements as their attorney in fact, and the portion of the award attributable to the Common Elements taken must be paid to the Association. Any portion of the award attributable to the acquisition of a Limited Common Element must be distributed to the Unit to which that Limited Common Element was allocated at the time of acquisition. Each Unit Owner shall be deemed to have delegated to the Executive Board each Unit Owner's right to negotiate or settle with any entity seizing any of the Common Elements by eminent domain.

Section 8.3. Court Decree. The court decree shall be recorded in the Cumberland County Registry of Deeds.

Section 8.4. Priority of Liens. Notwithstanding anything to the contrary in this Declaration, the Bylaws or the Rules and Regulations of the Association, lien holders on any

Unit, Common Element, or Limited Common Element shall have a lien on any such awards in order of priority of their respective liens.

ARTICLE 9

MORTGAGES OF UNITS; RIGHTS OF MORTGAGEES

Section 9.1. Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber such Unit Owner's Unit together with the Allocated Interests appurtenant to such Unit. Except as otherwise permitted by Section 1603-112 of the Condominium Act and subject to this Declaration, no Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Common Elements or any part thereof except such Unit Owner's Unit and such Unit Owner's Allocated Interests appurtenant to his Unit. A Unit Owner who mortgages such Unit Owner's Unit shall notify the Executive Board in writing of the name and address of such Unit Owner's mortgagee(s) and shall file a conformed copy of the mortgage with the Board.

Section 9.2. Mortgage Foreclosure. Any mortgagee of a Unit holding a recorded first mortgage on a Unit that obtains title to the Unit pursuant to the remedies provided in the mortgage, or through a completed foreclosure of the mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the Unit with the Allocated Interests appurtenant thereto free of such claims and liens for unpaid assessments for Common Expenses, interest and costs levied against such Unit which accrue prior to the acquisition of title to such Unit by the mortgagee, other than the proportionate share of the Common Expenses which become due and payable from and after the date on which the mortgagee shall acquire title to the Unit through a completed foreclosure or deed (or assignment) in lieu of foreclosure.

Section 9.3. Rights of Eligible Mortgage Holders. The term "Eligible Mortgage Holder" shall have the meaning set forth in Section 1602-119 of the Condominium Act. In addition, MaineHousing shall be an Eligible Mortgage Holder for so long as it has a mortgage or an affordability covenant on Unit 1.

(a) Pursuant to the requirements of Section 1602-119 of the Condominium Act, the Association shall send reasonable prior written notice by prepaid United States mail to Eligible Mortgage Holders of the consideration by the Association of the following proposed actions:

(1) The termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;

(2) A change in the allocated interest of a Unit, a change in the boundaries of a Unit or a subdivision of a Unit;

(3) The merger or consolidation of the Condominium with another condominium;

(4) The conveyance or subjection to a security interest of any portion of the Common Elements;

(5) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under Section 1603-113, Subsection (a) of the Condominium Act, for purposes other than the repair or restoration of the damaged property;

(6) The adoption of any proposed budget by the Executive Board under Section 1603-103, Subsection (c) of the Condominium Act, and of the date of the scheduled Unit Owners meeting to consider ratification thereof; a summary of the proposed budget shall accompany this notice; and

(7) Any default in the performance or payment by a Unit Owner of any obligations under the Declaration, including, without limitation, default in the payment of Common Expense Liabilities.

Such notice to Eligible Mortgage Holders shall be deemed to have been given reasonably prior to the proposed action if sent at the time notice thereof is given to the Unit Owners.

(b) In the event of any proposed actions described in subsection (a), paragraphs (1), (2), (3), (4), or (5) hereinabove, an Eligible Mortgage Holder shall have the right, but not the obligation, in place of the Unit Owner to cast the votes allocated to that Unit or give or withhold any consent required of the Unit Owner for such action by delivering written notice to the Association with a copy to the Unit Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid United States mail, return receipt requested, or by delivery in hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof and shall not preclude the Unit Owner from exercising such right. In the event of any default described in subsection (a), paragraph (7) hereinabove, the Eligible Mortgage Holder shall have the right, but not the obligation, to cure such default.

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

(d) Approval of amendments of a material nature to the Condominium Documents must be obtained from Eligible Mortgage Holders who represent one hundred percent (100%) of the votes of Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following would be considered as material:

(1) voting rights;

(2) assessments, assessment liens or the priority of assessment liens;

(3) reserves for maintenance, repair and replacement of Common Elements;

(4) responsibility for maintenance and repairs;

(5) reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;

(6) redefinition of any Unit boundaries;

(7) convertibility of Units into Common Elements or Common Elements into Units;

(8) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;

(9) insurance or fidelity bonds;

(10) leasing of Units;

(11) imposition of any restrictions on a Unit Owner's right to sell or transfer such Unit Owner's Unit;

(12) a decision by the Association to establish self-management when professional management had been required previously by the Declaration or the Bylaws or by an Eligible Mortgage Holder;

(13) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified in the Declaration or the Bylaws;

(14) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or

(15) any provisions that expressly benefit mortgage holders, insurers or guarantors.

An addition or amendment to the Condominium Documents shall not be considered material if it is for the purpose of correcting technical errors.

An Eligible Mortgage Holder who receives a written request by certified or registered mail, return receipt requested to approve a proposed addition or amendment and who fails to submit a response within thirty (30) days after it receives proper notice of the proposal, shall be deemed to have approved such request.

Section 9.4. Rights of Mortgage Holders, Insurers and Guarantors; Rights of MaineHousing (MaineHousing applicable for Unit 1).

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

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

(2) any sixty (60) day delinquency in the payment of Common Expenses or other charges owed by the Owner of any Unit on which it holds the mortgage;

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

(4) any proposed action that requires the consent of a specified percentage of the Eligible Mortgage Holders.

(b) To receive such notice, the mortgage holder, insurer or guarantor shall send a written request therefor to the Association, stating its name and address and the Unit number and name or address of the Unit on which it holds, insures or guarantees the mortgage, except that MaineHousing shall be entitled to receive such notice without the need for sending such a request so long as it holds a mortgage on Unit 1.

Notwithstanding anything to the contrary and without limitation of anything contained in this Declaration, for as long as MaineHousing holds a recorded first Mortgage on Unit 1, none of the actions described in this Section 9.5 nor any of the following actions shall be taken unless the Owner of Unit 1 and MaineHousing consent to such actions in writing, such consent not to be unreasonably withheld, delayed or conditioned:

(a) The creation of any additional Common Elements that increase the amount of the Common Expense Liability of Unit 1.

(b) Any material change in any Limited Common Elements of Unit 1 and any use of the parking spaces specifically designated for Unit 1 other than by the residential rental tenants of Unit 1.

(c) Any change in the boundaries of or a subdivision of Unit 1.

(d) A change in the Allocated Interest of Unit 1, except as specifically authorized herein;

(e) The termination of the Condominium or merger with another condominium.

(f) Any transfer, lease or rental of the Common Elements or other action that prohibits or otherwise affects Unit 1's use of any Common Elements or Limited Common Elements allocated to Unit 1, or the granting of an easement, permit, license or right to use with respect to any portion of the Common Elements, except as specifically permitted herein.

(g) The Association's borrowing a loan or the granting of a lien, security

interest or other encumbrance by the Association on any portion of the Common Elements.

(h) Application of the proceeds of any insurance, taking by eminent domain or condemnation with respect to the Common Elements to other than the restoration or repair of the Common Elements that will exist upon completion of Unit 1. It is expressly understood that any such proceeds will not be used for the creation of new Common Elements without the prior written approval of the Owner of Unit 1 and MaineHousing.

(i) The adoption or modification of any rules or regulations or any other restrictions on the use of Unit 1, the Limited Common Elements allocated to Unit 1 or the Common Elements, except for rules governing the use of any Common Elements by residents of the improvements upon Unit 1 or Unit 2.

Section 9.6. Condemnation Rights. No provision of this Declaration shall give a Unit Owner, or any other party, priority over any rights of the mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation award for loss to or a taking of one or more Units and/or Common Elements.

Section 9.7. Books and Records. The Association must have current copies of the Condominium Documents concerning the Condominium as well as its own books, records and financial statements available during normal business hours or under other reasonable circumstances for inspection by Unit Owners or by holders, insurers and guarantors of first mortgages that are secured by Units in the Condominium.

Section 9.8. Rights of First Refusal. Notwithstanding anything to the contrary elsewhere contained in this Declaration, the Bylaws or any Rules and Regulations adopted by the Association, in the event that the Unit Owners in the future adopt any right of first refusal (which right may be adopted only by amending this Declaration) in the case of the sale of any Unit, such right of first refusal shall not affect, impair or apply to the right of any mortgagee to: (1) foreclosure or take title to the Unit pursuant to the remedies provided in the mortgage, (2) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor, or (3) sell or lease a Unit acquired by the procedures hereinabove set forth.

ARTICLE 10

TERMINATION

Except in the case of a taking of all the Units by eminent domain, the Condominium may be terminated only by agreement of the Unit Owners of Units to which one hundred percent (100%) of the votes in the Association are allocated and such agreement must also be approved by Eligible Mortgage Holders representing one hundred percent (100%) of the votes of Units subject to mortgages held by Eligible Mortgage Holders. Termination of the Condominium will be governed by the provisions of Section 1602-118 of the Condominium Act.

ARTICLE 11

WAIVER

EXCEPT AS MAY BE OTHERWISE SET FORTH IN THIS DECLARATION OR IN THE BYLAWS RELATING TO RESALE OF UNITS, EACH UNIT OWNER, TENANT AND THEIR RESPECTIVE INVITEES, GUESTS, LICENSEES, SERVANTS, AGENTS, EMPLOYEES AND ANY OTHER PERSON OR PERSONS THAT SHALL BE PERMITTED TO USE A UNIT, THE COMMON ELEMENTS OR BOTH, BY VIRTUE OF OWNERSHIP, RENTAL OR OCCUPANCY OF ANY UNIT, THE COMMON ELEMENTS, OR BOTH, WAIVE AND RELINQUISH THE APPLICATION OF THE PROVISIONS, RIGHTS, AND REMEDIES PROVIDED IN ARTICLE 4 OF THE CONDOMINIUM ACT RELATING TO EVERY ASPECT OF THE CONDOMINIUM AND THE MARKETING AND SALE OF UNITS.

ARTICLE 12

MISCELLANEOUS

If any provision of this Declaration, the Bylaws or any Rules and Regulations adopted by the Association, 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 such laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws and such Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

If any term, 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.

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 Executive Board 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, including penalties and fines, available to the Board.

This Declaration is independent of any requirements or restrictions imposed by the ordinances of the Town of Windham. Nothing in this Declaration relieves any person of any obligation to comply with such ordinances. The Town of Windham has no authority or responsibility to enforce the provisions of this Declaration.

[Signature Page Follows]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by _____, its _____, duly authorized, this ____ day of _____, 20__.

WITNESS:

WDCJCS, LLC

By:_____

Its: _____

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. _____, 202__

Personally appeared the above-named _____, the _____ of WDCJCS LLC, and acknowledged the foregoing Declaration to be his free act and deed in his said capacity and the free act and deed of said WDCJCS, LLC.

Before me,

_____
Notary Public/Attorney at Law

_____
Print name

SCHEDULE A

LEGAL DESCRIPTION

SCHEDULE B
UNIT DESCRIPTIONS

Unit 1:

Unit 1 (the "Unit") in South Windham Condominium, a condominium situated in the Town of Windham, Cumberland County, State of Maine, created pursuant to a certain Declaration of South Windham Condominium dated _____ to be recorded in the Cumberland County Registry of Deeds (the "Declaration") under the Maine Condominium Act of the Maine Revised Statutes, as amended, Title 33, Chapter 31 et seq. and being depicted on the condominium plat entitled Plat of South Windham Condominium, 55 High Street, Windham, Maine" prepared by _____ for Westbrook Development Corporation and Great Falls Construction, dated _____, and recorded in the Cumberland County Registry of Deeds (the "Registry of Deeds") in Plan Book _____, Pages _____ and _____ (the "Plat").

Such Unit is conveyed together with:

1. Its respective allocated undivided percentage interest in the Common Elements of the Condominium as set forth in the Declaration and shown on the Plat;

2. Its respective rights to Limited Common Elements as set forth in the Declaration and shown on the Plat, if any; and

3. All rights and easements appurtenant to the Unit, as described in the Declaration and shown on the Plat.

Said Unit is conveyed subject to:

1. All terms, easements, covenants, obligations, conditions, restrictions, reservations and encumbrances contained in or referred to in the Declaration, and as set forth in the related Bylaws of the South Windham Condominium Association (the "Bylaws").

2. The provisions of the Declaration, the Bylaws and the Plat as the same may be amended or modified from time to time, which provisions, together with any amendments or modifications thereto, shall constitute covenants running with the land and shall bind any person or entity having at any time any interest or estate in the Unit.

3. The provisions of the Maine Condominium Act, as that statute may be amended from time to time.

4. Any and all local, state or federal land use and zoning permits, approvals, orders, laws, ordinances or regulations now in effect or hereafter arising affecting South Windham Condominium.

Unit 2:

Unit 2 (the "Unit") in South Windham Condominium, a condominium situated in the Town of Windham, Cumberland County, State of Maine, created pursuant to a certain Declaration of South Windham Condominium dated _____ to be recorded in the Cumberland County Registry of Deeds (the "Declaration") under the Maine Condominium Act of the Maine Revised Statutes, as amended, Title 33, Chapter 31 et seq. and being depicted on the condominium plat entitled Plat of South Windham Condominium, 55 High Street, Windham, Maine" prepared by _____ for Westbrook Development Corporation and JCS 20, LLC, dated _____, and recorded in the Cumberland County Registry of Deeds (the "Registry of Deeds") in Plan Book _____, Pages _____ and _____ (the "Plat").

Such Unit is conveyed together with:

1. Its respective allocated undivided percentage interest in the Common Elements of the Condominium as set forth in the Declaration and shown on the Plat;

2. Its respective rights to Limited Common Elements as set forth in the Declaration and shown on the Plat, if any; and

3. All rights and easements appurtenant to the Unit, as described in the Declaration and shown on the Plat.

Said Unit is conveyed subject to:

1. All terms, easements, covenants, obligations, conditions, restrictions, reservations and encumbrances contained in or referred to in the Declaration, and as set forth in the related Bylaws of the South Windham Condominium Association (the "Bylaws").

2. The provisions of the Declaration, the Bylaws and the Plat as the same may be amended or modified from time to time, which provisions, together with any amendments or modifications thereto, shall constitute covenants running with the land and shall bind any person or entity having at any time any interest or estate in the Unit.

3. The provisions of the Maine Condominium Act, as that statute may be amended from time to time.

4. Any and all local, state or federal land use and zoning permits, approvals, orders, laws, ordinances or regulations now in effect or hereafter arising affecting South Windham Condominium.

SCHEDULE C

UNITS	COMMON ELEMENT INTEREST	COMMON EXPENSE LIABILITY	VOTE
Unit 1	51%	51%	1
Unit 2	49%	49%	1

The formula for allocating and reallocating Common Element Interest, Common Expense Liability and Vote for each Unit is set forth in Section 2.2 of Article 2 of this Declaration. The foregoing allocation is based on the anticipated construction within Unit 1 of a building containing a total of 18 residential dwelling units, and the anticipated construction within Unit 2 containing a total of17 residential dwelling units. If either Unit Owner obtains a building permit to construct a building containing a different number of residential dwelling units, then each Unit's Common Element Interest and Common Expense Liability set forth above shall be changed, effective as of the date such building permit is issued, and shall thereafter be equal to the number of residential dwelling units to be constructed within such Unit divided by the total number of residential dwelling units to be constructed in both Units 1 and 2. An amendment to this Declaration shall promptly be recorded in the Cumberland County Registry of Deeds reflecting such change.

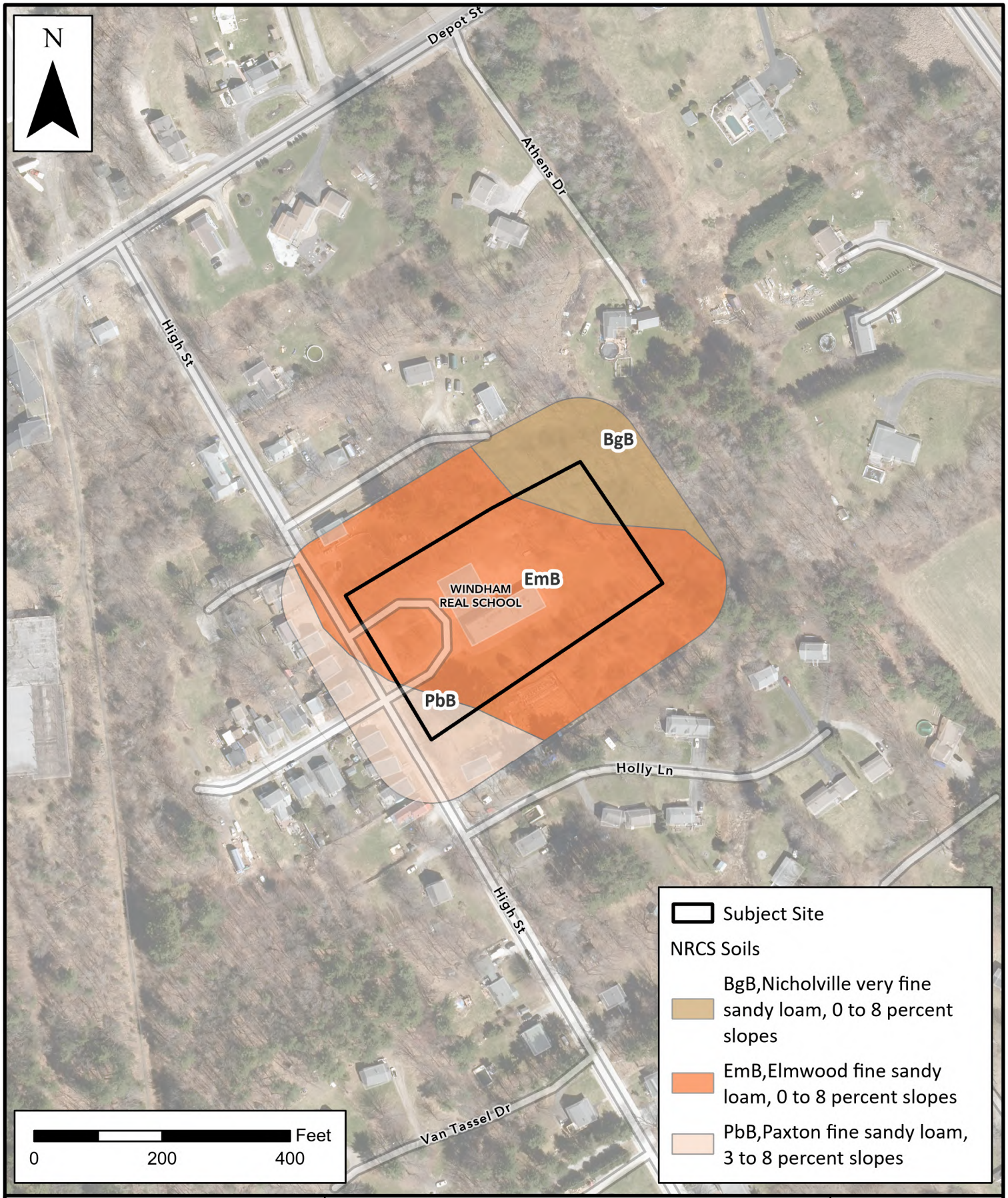
Section 10

Soils Information

Section 10 – Soils Information

Enclosed within this section is a custom Soil Resource Report derived from the Natural Resources Conservation Service (NRCS) Web Soil Survey (WSS) online tool. This report was generated by specifying an approximate area of interest that contains the entire subject parcel area. This report also includes a Soil Map, detailing the project boundary in accordance with the existing soil classifications within and around the property.

Also enclosed within this Section is a Geotechnical Report performed by S.W. Cole to obtain subsurface information at the project site. This work consisted of test borings explorations, soils laboratory testing, a geotechnical analysis of the subsurface findings, and the preparation of the attached report.



SEBAGO TECHNICS
WWW.SEBAGOTECHNICS.COM
75 John Roberts Rd. - Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

NRCS SOIL SURVEY MAP

JOHN A. ANDREW SCHOOL - SITE REDEVELOPMENT

SCALE:	1:2,400
DATE:	8/29/2024

LOCATION:
55 HIGH ST
WINDHAM, ME

INFORMATION:
MAINE GEOLIBRARY
USDA NRCS SOIL SURVEY 2020

United States Department of Agriculture

NRCS

Natural Resources Conservation Service

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

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

August 29, 2024

Preface

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

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

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

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

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

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

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Contents

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

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

Custom Soil Resource Report
Soil Map

Map Scale: 1:1,120 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 15 30 60 90

Feet
0 50 100 200 300

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

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

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

Background
- Aerial Photography

MAP INFORMATION

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

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

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

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

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

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

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

Soil Survey Area: Cumberland County and Part of Oxford County, Maine
Survey Area Data: Version 20, Sep 5, 2023

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

Date(s) aerial images were photographed: Jul 22, 2021—Oct 7, 2021

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

MAP LEGEND	MAP INFORMATION
	imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BgB	Nicholville very fine sandy loam, 0 to 8 percent slopes	0.2	6.8%
EmB	Elmwood fine sandy loam, 0 to 8 percent slopes	2.2	88.7%
PbB	Paxton fine sandy loam, 3 to 8 percent slopes	0.1	4.5%
Totals for Area of Interest		**2.4**	**100.0%**

Map Unit Descriptions

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

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

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

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or

landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

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

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

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

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

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

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

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

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

Cumberland County and Part of Oxford County, Maine

BgB—Nicholville very fine sandy loam, 0 to 8 percent slopes

Map Unit Setting

National map unit symbol: 2yjg5
Elevation: 20 to 2,300 feet
Mean annual precipitation: 34 to 50 inches
Mean annual air temperature: 37 to 45 degrees F
Frost-free period: 90 to 160 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Nicholville and similar soils: 85 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Nicholville

Setting

Landform: Lakebeds (relict)
Landform position (two-dimensional): Backslope
Landform position (three-dimensional): Side slope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Coarse-silty glaciomarine deposits

Typical profile

Ap - 0 to 7 inches: very fine sandy loam
Bs - 7 to 19 inches: very fine sandy loam
BC - 19 to 30 inches: very fine sandy loam
C - 30 to 65 inches: loamy very fine sand

Properties and qualities

Slope: 0 to 8 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.14 to 1.42 in/hr)
Depth to water table: About 18 to 30 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline (0.0 to 1.9 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 10.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e
Hydrologic Soil Group: C
Ecological site: F144BY501ME - Loamy Slope (Northern Hardwoods)
Hydric soil rating: No

EmB—Elmwood fine sandy loam, 0 to 8 percent slopes

Map Unit Setting

National map unit symbol: blh8
Elevation: 10 to 900 feet
Mean annual precipitation: 38 to 55 inches
Mean annual air temperature: 43 to 46 degrees F
Frost-free period: 130 to 195 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Elmwood and similar soils: 88 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Elmwood

Setting

Landform: Stream terraces
Landform position (two-dimensional): Footslope
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Coarse-loamy glaciolacustrine deposits

Typical profile

H1 - 0 to 8 inches: fine sandy loam
H2 - 8 to 25 inches: sandy loam
H3 - 25 to 65 inches: silty clay loam

Properties and qualities

Slope: 0 to 8 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 0.20 in/hr)
Depth to water table: About 18 to 36 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: High (about 9.7 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2w
Hydrologic Soil Group: B
Ecological site: F144BY402ME - Clay Hills
Hydric soil rating: No

PbB—Paxton fine sandy loam, 3 to 8 percent slopes

Map Unit Setting

National map unit symbol: bljf
Elevation: 0 to 930 feet
Mean annual precipitation: 48 to 50 inches
Mean annual air temperature: 45 to 46 degrees F
Frost-free period: 145 to 155 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Paxton and similar soils: 87 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Paxton

Setting

Landform: Drumlinoid ridges
Landform position (two-dimensional): Summit, shoulder
Landform position (three-dimensional): Interfluve, crest
Down-slope shape: Convex
Across-slope shape: Convex
Parent material: Coarse-loamy lodgment till derived from mica schist

Typical profile

H1 - 0 to 8 inches: fine sandy loam
H2 - 8 to 20 inches: fine sandy loam
H3 - 20 to 65 inches: fine sandy loam

Properties and qualities

Slope: 3 to 8 percent
Depth to restrictive feature: 18 to 40 inches to densic material
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.60 in/hr)
Depth to water table: About 30 to 42 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Very low (about 2.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2e
Hydrologic Soil Group: C
Ecological site: F144BY501ME - Loamy Slope (Northern Hardwoods)
Hydric soil rating: No

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REPORT

24-1695 S

October 1, 2024

Explorations and Geotechnical Engineering Services

Proposed Andrew School Housing Development
55 High Street
Windham, Maine

Prepared For:
Great Falls Construction, Inc.
Attention: Julie Curran
20 Mechanic Street
Gorham, ME 04038

Westbrook Development Corporation
Attention: Tyler Norod
30 Liza Harmon Drive
Westbrook, ME 04092

Prepared By:
S. W. Cole Engineering, Inc.
286 Portland Road
Gray, ME 04039
T: 207-657-2866

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24-1695 S

October 1, 2024

Great Falls Construction
Attention: Julie Curran
20 Mechanic Street
Gorham, ME 04038

Westbrook Development Corporation
Attention: Tyler Norod
30 Liza Harmon Drive
Westbrook, ME 04092

Subject: Explorations and Geotechnical Engineering Services
Proposed Andrew School Housing Development
55 High Street
Windham, Maine

Dear Julie & Tyler:

In accordance with our Proposal, dated August 28, 2024, we have observed subsurface explorations for the subject project. This report summarizes our findings and geotechnical recommendations and its contents are subject to the limitations set forth in Appendix A.

1.0 INTRODUCTION

1.1 Scope and Purpose

The purpose of our services was to obtain subsurface information at the site in order to develop geotechnical recommendations relative to foundations and earthwork associated with the proposed construction. Our scope of services included observation of test pit explorations, a geotechnical analysis of the subsurface findings, and preparation of this report.

1.2 Site and Proposed Construction

The site is located at the former Andrew School at 55 High Street in Windham, Maine. The site is currently occupied by a single-story school building with associated gravel, paved, lawn, and wooded areas. Existing grades are relatively flat around the existing building, but slope down on each side, ranging from approximately elevation to 170 to 186 feet (project datum).

We understand development plans call for demolition of the existing building and site improvements for construction of:

- Three, four-unit, two-story, on-grade residential buildings on the westerly side of the site;
- One, six-unit, two-story, on-grade residential building on the southerly side of the site;
- One, five-unit, two-story, on-grade townhouses on the easterly side of the site, and;
- One, twelve-unit, three-story, on-grade residential building on the easterly side of the site.
- New access drive off High Street and associated paved areas

We understand the proposed new buildings will be on-grade structures with no basements. Proposed finish grades are unavailable at this time; however, we anticipate finish grades to be within about 5 feet of existing grades.

Proposed and existing site features are shown on the “Exploration Location Plan” attached in Appendix B.

2.0 EXPLORATION AND TESTING

2.1 Explorations

Thirteen test pits (TP-1 through TP-13) were made at the site on September 9, 2024 by Great Falls Construction. The exploration locations were selected by S. W. Cole Engineering, Inc. (S.W.COLE) and established in the field by Great Falls Construction. The completed test pits were located by Sebago Technics using a mapping grade GPS. The approximate exploration locations are shown on the “Exploration Location Plan”

attached in Appendix B. Logs of the explorations and a key to the notes and symbols used on the logs are attached in Appendix C. The elevations shown on the logs were estimated based on topographic information shown on the "Exploration Location Plan".

2.2 Testing

The soils encountered in the test pits were visually classified in the field. Pocket Penetrometer Tests (PPT) were performed where stiffer silts and clays were encountered in the test pits. PPT results are shown on the logs.

3.0 SUBSURFACE CONDITIONS

3.1 Soil and Bedrock

Underlying a surficial layer of topsoil or pavement, the test pits encountered a subsurface profile generally consisting of uncontrolled fill and buried relic topsoil, overlying native glaciomarine and glacial till deposits, overlying refusal surfaces (probable bedrock). The principal soils encountered at the explorations are summarized below. Not all of the strata were encountered at each exploration; refer to the attached boring logs for more detailed subsurface information.

Uncontrolled Fill and Buried Relic Topsoil: Underlying a surficial layer of topsoil or pavement, several of the test pits encountered uncontrolled fill extending to depths ranging from about 1 to 3 feet below existing ground surface (bgs). The fill consisted of brown sand with varying portions of silt, gravel, organics, and debris including coal ash and slag and concrete blocks.

Underlying the uncontrolled fill, test pits TP-10 and TP-11 encountered buried relic topsoil up to about 1-foot thick.

Glaciomarine Soils: Underlying the uncontrolled fill and buried relic topsoil, where present, several test pits encountered layered glaciomarine soil deposits consisting of silty sand, silt and sand, and silty clay.

Glacial Till: Underlying the uncontrolled fill, buried relic topsoil, and glaciomarine soils, where present, several test pits encountered glacial till consisting of brown and gray-brown sand with varying portions of silt, gravel, and cobbles.

Refusal Surfaces: Underlying the glaciomarine or glacial till soils, where present, test pits TP-4, TP-5, TP-6, TP-7, TP-9, TP-10, TP-11, TP-12 and TP-13, encountered refusal surfaces (probable bedrock) at depths ranging from about 3.3 to 9 feet bgs. Up to about 2 feet of probable weathered bedrock was penetrated by the excavator before encountering refusal in certain test pits.

3.2 Groundwater

The soils encountered in the test pits were generally damp to moist from the ground surface. Saturated soils and groundwater were not observed in the test pits. Groundwater likely becomes perched on the relatively impervious silt and clay layers in the glaciomarine soils, as well as the glacial till, and refusal surfaces encountered in the test pits. Long term groundwater information is not available. It should be anticipated that groundwater levels will fluctuate, particularly in response to periods of snowmelt and precipitation, as well as changes in site use.

4.0 EVALUATION AND RECOMMENDATIONS

4.1 General Findings

Based on the subsurface findings, the proposed construction appears feasible from a geotechnical standpoint. The principle geotechnical considerations include:

- The test pits encountered layers of uncontrolled fill and buried relic topsoil which are unsuitable for support of the proposed buildings. We recommend all existing uncontrolled fill, buried relic topsoil, organics, pavement, structures, utilities, and foundations be completely removed from beneath the proposed buildings (including foundations, floor slabs, and entrance slabs) and backfilled with compacted Granular Borrow.

- Following removal and replacement of the unsuitable soils, spread footing foundations and a slab-on-grade floors bearing on properly prepared subgrades appear suitable for the proposed building. Footings should bear on at least 6-inches of compacted Crushed Stone overlying undisturbed native non-organic soils. On-grade floor slabs should bear on at least 12-inches of compacted Crushed Stone overlying properly prepared subgrades.

- Relatively shallow refusal surfaces (probable bedrock) were encountered at several of the test pits. Depending on final proposed finish grades, bedrock removal be required for construction. If blasting is used, overblasting must be limited so foundation bearing conditions are not compromised.

- Beneath paved and hardscaped areas, we recommend the existing fills be proof-rolled and densified. Areas that become soft or yielding after proof-rolling must be removed and replaced with compacted Granular Borrow prior to installing pavement subbase or hardscape base materials.

- Subgrades in portions of the site will consist of sensitive silts and clays. Earthwork and grading activities should occur during drier, non-freezing weather of Spring, Summer and Fall. Rubber tired construction equipment should not operate directly on the native silt and clay when wet. Excavation of bearing surfaces should be completed with a smooth-edged bucket to lessen subgrade disturbance.

- The coal ash and slag encountered in certain test pits likely has special handling and disposal requirements. We recommend consulting an environmental professional to further investigate and provide guidance on handling and disposal of these materials.

4.2 Site and Subgrade Preparation

We recommend that site preparation begin with the construction of an erosion control system to protect adjacent drainage ways and areas outside the construction limits. Surficial organics, roots and topsoil should be completely removed from areas of proposed fill and construction. As much vegetation and pavement as possible should remain outside the construction areas to lessen the potential for erosion and site disturbance.

Building Pad and Footings: As discussed, the site is currently developed and the test pits encountered layers of uncontrolled fill and buried relic topsoil which are unsuitable for support of the proposed buildings. We recommend all existing uncontrolled fill, buried relic topsoil, organics, pavement, structures, utilities, and foundations be completely removed from beneath the proposed buildings (including foundations, floor slabs, and entrance slabs) to expose undisturbed, non-organic native soils or sound intact bedrock. The extent of removal should extend 1 foot laterally outward from outside edge of perimeter footings

for every 1-foot of excavation depth (1H:1V bearing splay). Overexcavations should be backfilled with compacted Granular Borrow.

We recommend that footings be excavated using a smooth-edged bucket and that footings be underlain by at least 6 inches of compacted Crushed Stone. Where overlying bedrock subgrades, the Crushed Stone should be compacted and worked into the bedrock surface to choke off voids and fractures.

If blasting is used, overblasting must be limited so foundation bearing conditions are not compromised. All loose and overblasted bedrock should be removed and backfilled with compacted Structural Fill.

Paved Areas: Existing fills should be proof-rolled and densified beneath proposed paved areas. Areas that become soft or continue to yield after densification, as well as any organics or deleterious material exposed at pavement subgrade elevation, should be removed and replaced with compacted Granular Borrow.

4.3 Excavation and Dewatering

Excavation work will generally encounter uncontrolled fills, buried relic organics, glaciomarine sands, silts, and clays, glacial till, and potentially bedrock. Care must be exercised during construction to limit disturbance of the bearing soils. Earthwork and grading activities should occur during drier, non-freezing weather of Spring, Summer and Fall. Rubber tired construction equipment should not operate directly on the native soils, when wet. Final cuts to subgrade should be performed with a smooth-edged bucket to help reduce strength loss from soil disturbance.

Based on the subsurface findings, we anticipate bedrock removal may be required for construction. If blasting is used, we recommend a licensed blasting contractor be engaged to provide bedrock removal. Pre-blast surveys should be completed on surrounding structures, water supply wells and infrastructure prior to commencing blasting activities.

Vibrations from construction should be controlled below threshold limits of 0.5 in/sec for structures, water supply wells and infrastructure within 500 feet of the project site. More restrictive vibration limits may be warranted in specific cases with sensitive equipment, historic structures or artifacts on-site or within close proximity.

Sumping and pumping dewatering techniques should be adequate to control groundwater in excavations. Controlling the water levels to at least one foot below planned excavation depths will help stabilize subgrades during construction. Excavations must be properly shored or sloped in accordance with OSHA Regulations to prevent sloughing and caving of the sidewalls during construction. Care must be taken to preclude undermining adjacent structures, utilities and roadways. The design and planning of excavations, excavation support systems, and dewatering is the responsibility of the contractor.

4.4 Foundations

We recommend the proposed buildings be supported on spread footings founded on at least 6-inches of compacted Crushed Stone overlying undisturbed, non-organic soils or overlying compacted Granular Borrow used to backfill overexcavations down to undisturbed, non-organic, native soils. For foundations bearing on properly prepared subgrades, we recommend the following geotechnical parameters for design consideration:

Geotechnical Parameters for Spread Footings and Foundation Walls	
Design Frost Depth (100 year AFI)	4.5 feet
Net Allowable Soil Bearing Pressure	2.0 ksf
Base Friction Factor	0.35
Total Unit Weight of Backfill	125 pcf
At-Rest Lateral Earth Pressure Coefficient	0.5
Internal Friction Angle of Backfill	30°
Seismic Soil Site Class	D (IBC 2015)
Estimated Total Settlement	1-inch
Differential Settlement	½-inch

4.5 Foundation Drainage

We recommend an underdrain system be installed on the outside edge perimeter footings. The underdrain pipe should consist of 4-inch diameter, perforated SDR-35 foundation drain pipe bedded in Crushed Stone and wrapped in non-woven geotextile fabric. The underdrain pipe must have a positive gravity outlet protected from freezing, clogging and

backflow. Surface grades should be sloped away from the building for positive surface water drainage. General underdrain details are illustrated on the "Foundation Detail Sketch" attached in Appendix B.

4.6 Slab-On-Grade

On-grade floor slabs in heated areas may be designed using a subgrade reaction modulus of 100 pci (pounds per cubic inch) provided the slab is underlain by at least 12-inches of compacted Crushed Stone placed over properly prepared subgrades. The structural engineer or concrete consultant must design steel reinforcing and joint spacing appropriate to slab thickness and function, as well as to prevent cracking and curling.

We recommend a sub-slab vapor retarder and radon venting system be installed beneath on-grade floor slabs. The vapor retarder must have a permeance that is less than the floor cover or surface treatment that is applied to the slab. The vapor retarder must have sufficient durability to withstand direct contact with the sub-slab base material and construction activity. The vapor retarder material should be placed according to the manufacturer's recommended method, including the taping and lapping of all joints and wall connections. The architect and/or flooring consultant should select the vapor retarder products compatible with flooring and adhesive materials.

The floor slab should be appropriately cured using moisture retention methods after casting. Typical floor slab curing methods should be used for at least 7 days. The architect or flooring consultant should assign curing methods consistent with current applicable American Concrete Institute (ACI) procedures with consideration of curing method compatibility to proposed surface treatments, flooring and adhesive materials.

4.7 Entrance Slabs and Sidewalks

Entrance slabs and sidewalks adjacent to the building must be designed to reduce the effects of differential frost action between adjacent pavement, doorways, and entrances. We recommend that non-frost susceptible Structural Fill be provided to a depth of at least 4.5 feet below the top of entrance slabs. This thickness of Structural Fill should extend the full footprint of the entrance slab, thereafter transitioning up to the bottom of the adjacent sidewalk or pavement gravels at a 3H:1V or flatter slope. General details of this frost transition zone are shown on the "Foundation Detail Sketch" attached in Appendix B.

4.8 Fill, Backfill and Compaction

We recommend the following fill and backfill materials: recycled products must also be tested in accordance with applicable environmental regulations and approved by a qualified environmental consultant.

Common Borrow: Fill to raise grades in landscape areas should be non-organic compactable earth meeting the requirements of 2020 MaineDOT Standard Specification 703.18 Common Borrow.

Granular Borrow: Fill to raise grades in building and paved areas should be sand meeting the requirements of 2020 MaineDOT Standard Specification 703.19 Granular Borrow.

Structural Fill: Backfill for foundations and material below exterior entrances slabs should be clean, non-frost susceptible sand and gravel meeting the gradation requirements for Structural Fill as given below:

Structural Fill	
Sieve Size	**Percent Finer by Weight**
4 inch	100
3 inch	90 to 100
¼ inch	25 to 90
No. 40	0 to 30
No. 200	0 to 6

Crushed Stone: Crushed Stone, used beneath foundations and for underdrain aggregate, should be washed ¾-inch crushed stone meeting the requirements of 2020 MaineDOT Standard Specification 703.13 Crushed Stone ¾-Inch.

Reuse of Site Soils: The on-site soils are unsuitable for reuse in building and paved areas, but may be suitable for reuse as Common Borrow in landscape areas provided they are free of organics and deleterious materials and are at a compactable moisture content at the time of reuse.

Placement and Compaction: Fill should be placed in horizontal lifts and compacted such that the desired density is achieved throughout the lift thickness with 3 to 5 passes of the compaction equipment. Loose lift thicknesses for grading, fill and backfill activities should not exceed 12 inches. We recommend that fill and backfill in building and paved areas be compacted to at least 95 percent of its maximum dry density as determined by ASTM D-1557. Crushed Stone should be compacted with 3 to 5 passes of a vibratory plate compactor having a static weight of at least 500 pounds.

4.9 Weather Considerations

Construction activity should be limited during wet and freezing weather and the site soils may require drying or thawing before construction activities may continue. The contractor should anticipate the need for water to temper fills in order to facilitate compaction during dry weather. If construction takes place during cold weather, subgrades, foundations and floor slabs must be protected during freezing conditions. Concrete and fill must not be placed on frozen soil; and once placed, the concrete and soil beneath the structure must be protected from freezing.

4.10 Design Review and Construction Testing

S.W.COLE should be retained to review the construction documents prior to bidding to determine that our earthwork and foundation recommendations have been properly interpreted and implemented.

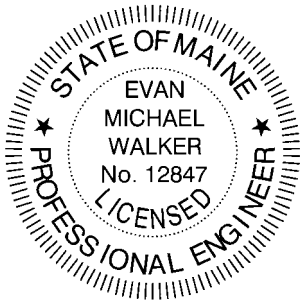
A construction materials testing and quality assurance program should be implemented during construction to observe compliance with the design concepts, plans, and specifications. S.W.COLE is available to observe earthwork activities, the preparation of foundation bearing surfaces and pavement subgrades, as well as to provide testing and IBC Special Inspection services for soils, concrete, steel, spray-applied fireproofing, structural masonry, and asphalt construction materials.

5.0 CLOSURE

It has been a pleasure to be of assistance to you with this phase of your project. We look forward to working with you during the construction phase of the project.

Sincerely,

S. W. Cole Engineering, Inc.



Evan M. Walker, P.E.
Senior Geotechnical Engineer

EMW:tjb

APPENDIX A

Limitations

This report has been prepared for the exclusive use of Great Falls Construction and Westbrook Development Corporation for specific application to the proposed Andrew School Housing Development at 55 High Street in Windham, Maine. S. W. Cole Engineering, Inc. (S.W.COLE) has endeavored to conduct our services in accordance with generally accepted soil and foundation engineering practices. No warranty, expressed or implied, is made.

The soil profiles described in the report are intended to convey general trends in subsurface conditions. The boundaries between strata are approximate and are based upon interpretation of exploration data and samples.

The analyses performed during this investigation and recommendations presented in this report are based in part upon the data obtained from subsurface explorations made at the site. Variations in subsurface conditions may occur between explorations and may not become evident until construction. If variations in subsurface conditions become evident after submission of this report, it will be necessary to evaluate their nature and to review the recommendations of this report.

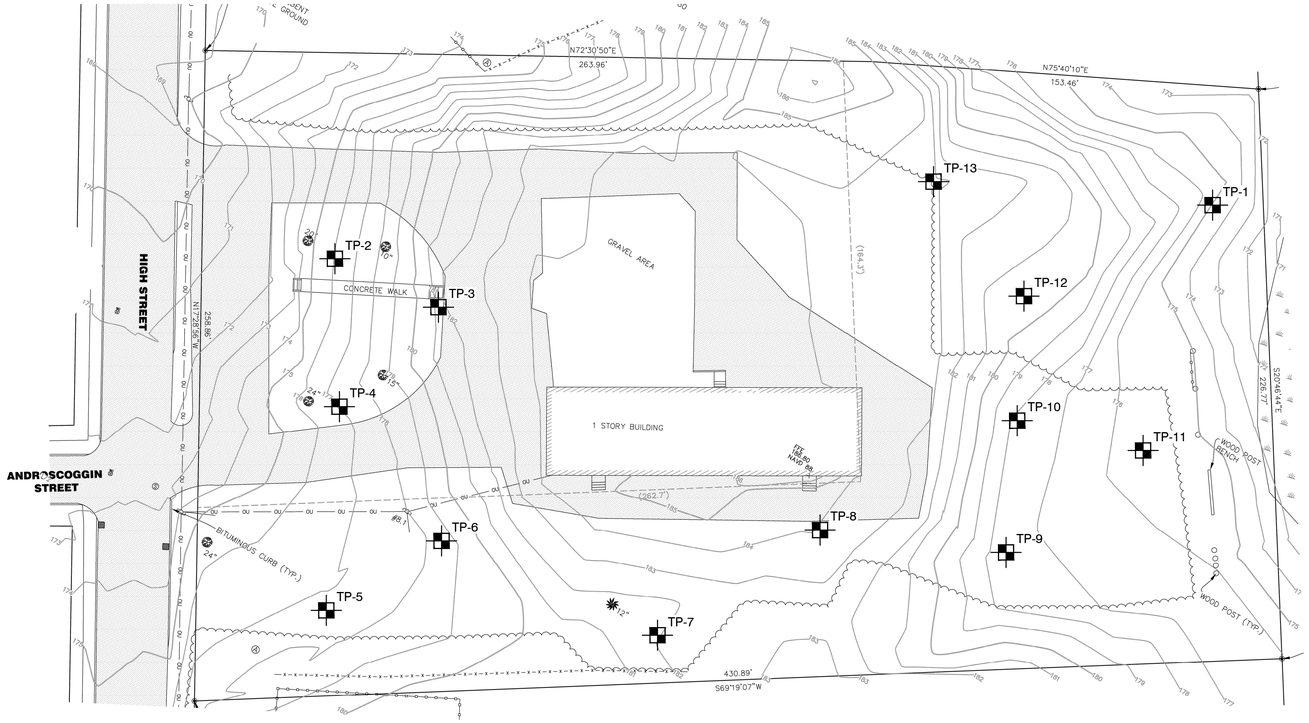
Observations have been made during exploration work to assess site groundwater levels. Fluctuations in water levels will occur due to variations in rainfall, temperature, and other factors.

S.W.COLE's scope of services has not included the investigation, detection, or prevention of any Biological Pollutants at the project site or in any existing or proposed structure at the site. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

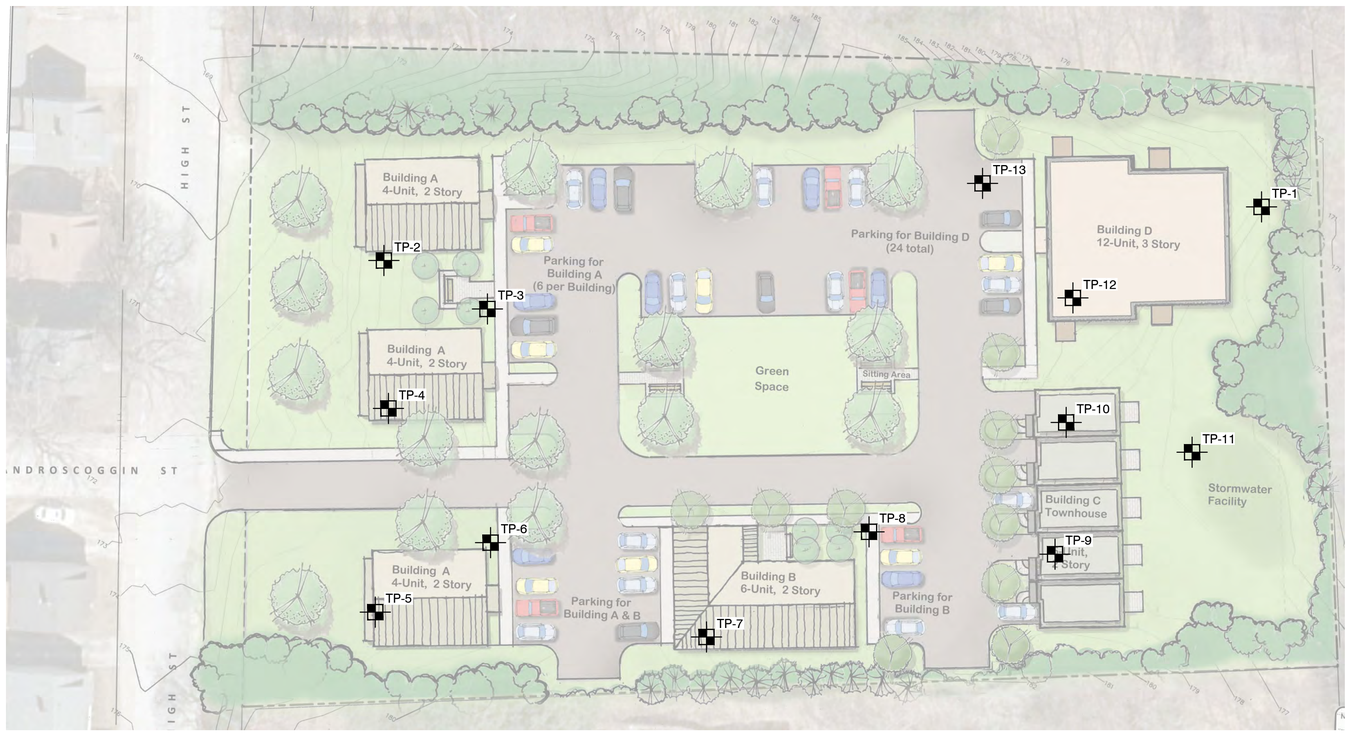
Recommendations contained in this report are based substantially upon information provided by others regarding the proposed project. In the event that any changes are made in the design, nature, or location of the proposed project, S.W.COLE should review such changes as they relate to analyses associated with this report. Recommendations contained in this report shall not be considered valid unless the changes are reviewed by S.W.COLE.

APPENDIX B

Figures



EXISTING CONDITIONS / EXPLORATION LOCATION PLAN



CONCEPT / EXPLORATION LOCATION PLAN

LEGEND:

APPROXIMATE TEST PIT LOCATION

NOTES:

1. EXPLORATION LOCATION PLAN WAS PREPARED FROM A 1"=20' SCALE PLAN OF THE SITE TITLED "STANDARD BOUNDARY SURVEY," PREPARED BY MAIN-LAND DEVELOPMENT CONSULTANTS, INC., DATED 5/1/2023 AND A 1"=20' SCALE CONCEPT PLAN OF THE SITE TITLED "DRAFT PRELIMINARY SITE PLAN," PREPARED BY SEBAGO TECHNICS.
2. THE TEST PITS WERE LOCATED IN THE FIELD BY SEBAGO TECHNICS USING GPS AND PROVIDED ON A GEOREFERENCED CAD FILE, RECEIVED 9/9/2024.
3. THIS PLAN SHOULD BE USED IN CONJUNCTION WITH THE ASSOCIATED S. W. COLE ENGINEERING, INC. GEOTECHNICAL REPORT.
4. THE PURPOSE OF THIS PLAN IS ONLY TO DEPICT THE LOCATION OF THE EXPLORATIONS IN RELATION TO THE EXISTING CONDITIONS AND PROPOSED CONSTRUCTION AND IS NOT TO BE USED FOR CONSTRUCTION.

0 30 60 Feet

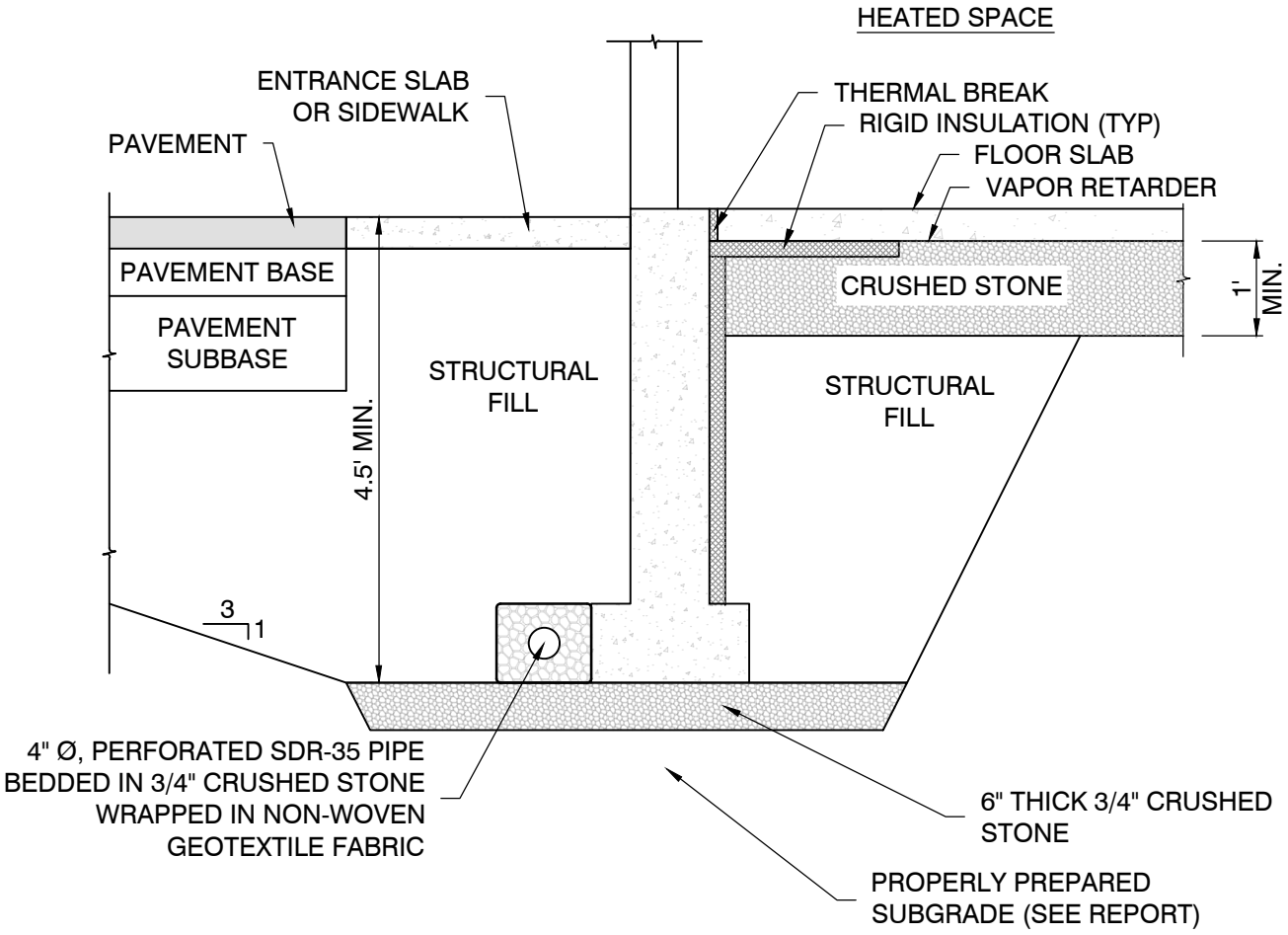
S.W.COLE ENGINEERING, INC.

GREAT FALLS CONSTRUCTION, INC. & WESTBROOK DEVELOPMENT CORPORATION

EXPLORATION LOCATION PLAN

PROPOSED ANDREW SCHOOL HOUSING DEVELOPMENT
55 HIGH STREET, WINDHAM, MAINE

Job No.:	24-1695	Scale:	1" = 20'
Date :	09/12/2024	Sheet:	1



NOTE:

1. UNDERDRAIN INSTALLATION AND MATERIAL GRADATION RECOMMENDATIONS ARE CONTAINED WITHIN THIS REPORT.
2. DETAIL IS PROVIDED FOR ILLUSTRATIVE PURPOSES ONLY, NOT FOR CONSTRUCTION.

S.W.COLE ENGINEERING, INC.

GREAT FALLS CONSTRUCTION, INC. & WESTBROOK DEVELOPMENT CORPORATION

FOUNDATION DETAIL SKETCH

PROPOSED ANDREW SCHOOL HOUSING DEVELOPMENT
55 HIGH STREET, WINDHAM, MAINE

Job No.:	24-1695	Scale:	Not to Scale
Date :	10/01/2024	Sheet:	2

APPENDIX C

Exploration Logs and Key

TEST PIT LOGS

CLIENT: Great Falls Construction, Inc. & Westbrook Development Corporation
PROJECT: Proposed Andrew School Housing Development
LOCATION: 55 High Street, Windham, ME

PROJECT NO.: 24-1695
LOGGED BY: Evan Walker
CONTRACTOR: Great Falls Construction, Inc.
EQUIPMENT: Takeuchi TB290

TEST PIT TP- 1

DATE: 9/9/2024 **LOCATION:** See Exploration Location Plan **SURFACE ELEVATION (FT):** 175' +/- **COMPLETION DEPTH (FT):** 7.5
WATER LEVEL DEPTHS (FT): No Free Water Observed **REMARKS:**

Depth (feet)	Graphic Log	Stratum Description	H_20 Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
		0.2 Forest Duff / Topsoil (FILL)					
		Brown, layered, silty SAND, and clayey SILT					
		4.0 Very stiff, brown, silty CLAY					
5						5-5.5	q_P=6 ksf
		7.1 Gray-brown, gravelly SILT AND SAND, with cobbles (Till)					

Bottom of Exploration at 7.5 feet

TEST PIT TP- 2

DATE: 9/9/2024 **LOCATION:** See Exploration Location Plan **SURFACE ELEVATION (FT):** 176' +/- **COMPLETION DEPTH (FT):** 6.5
WATER LEVEL DEPTHS (FT): No Free Water Observed **REMARKS:**

Depth (feet)	Graphic Log	Stratum Description	H_20 Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
		0.3 Vegetation / Topsoil (FILL)					
		Brown and dark brown, silty SAND, some gravel (FILL)					
		1.5 Black, coal ash and slag (FILL)					
		2.5 Brown, SILT AND SAND					
5							

Bottom of Exploration at 6.5 feet

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

KEY TO NOTES AND SYMBOLS:

Water Level
▽ At time of Digging
▼ At Completion of Digging
▼ After Digging

q_p = Pocket Penetrometer Strength, kips/sq.ft.

TEST PIT LOGS

CLIENT: Great Falls Construction, Inc. & Westbrook Development Corporation
PROJECT: Proposed Andrew School Housing Development
LOCATION: 55 High Street, Windham, ME

PROJECT NO.: 24-1695
LOGGED BY: Evan Walker
CONTRACTOR: Great Falls Construction, Inc.
EQUIPMENT: Takeuchi TB290

TEST PIT TP- 3

DATE: 9/9/2024 **LOCATION:** See Exploration Location Plan **SURFACE ELEVATION (FT):** 181' +/- **COMPLETION DEPTH (FT):** 6.7
WATER LEVEL DEPTHS (FT): No Free Water Observed **REMARKS:**

Depth (feet)	Graphic Log	Stratum Description	H_20 Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
		Vegetation / Topsoil (FILL)					
		0.5 Dark brown, silty SAND, some gravel, with concrete blocks, roots, and organics (FILL)					
		2.5 Orange-brown to gray-brown, layered, silty SAND and silty CLAY					
5							

Bottom of Exploration at 6.7 feet

TEST PIT TP- 4

DATE: 9/9/2024 **LOCATION:** See Exploration Location Plan **SURFACE ELEVATION (FT):** 177' +/- **COMPLETION DEPTH (FT):** 4.0
WATER LEVEL DEPTHS (FT): No Free Water Observed **REMARKS:**

Depth (feet)	Graphic Log	Stratum Description	H_20 Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
		Vegetation / Topsoil (FILL)					
		0.3 Dark brown, silty SAND, with roots and organics (FILL)					
		1.0 Gray-brown, SILT AND SAND					

Refusal at 4.0 feet
Probable Bedrock

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

KEY TO NOTES AND SYMBOLS:

Water Level
▽ At time of Digging
▼ At Completion of Digging
▼ After Digging

q_p = Pocket Penetrometer Strength, kips/sq.ft.

TEST PIT LOGS

CLIENT: Great Falls Construction, Inc. & Westbrook Development Corporation
PROJECT: Proposed Andrew School Housing Development
LOCATION: 55 High Street, Windham, ME

PROJECT NO.: 24-1695
LOGGED BY: Evan Walker
CONTRACTOR: Great Falls Construction, Inc.
EQUIPMENT: Takeuchi TB290

TEST PIT TP- 5

DATE: 9/9/2024 **LOCATION:** See Exploration Location Plan **SURFACE ELEVATION (FT):** 177' +/- **COMPLETION DEPTH (FT):** 3.5
WATER LEVEL DEPTHS (FT): No Free Water Observed **REMARKS:**

Depth (feet)	Graphic Log	Stratum Description	H_20 Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
		0.3 Vegetation / Topsoil (FILL)					
		Brown, silty SAND, some gravel, with roots and organics					
		1.2 Weathered Bedrock					

Refusal at 3.5 feet
Probable Bedrock

TEST PIT TP- 6

DATE: 9/9/2024 **LOCATION:** See Exploration Location Plan **SURFACE ELEVATION (FT):** 179' +/- **COMPLETION DEPTH (FT):** 3.3
WATER LEVEL DEPTHS (FT): No Free Water Observed **REMARKS:**

Depth (feet)	Graphic Log	Stratum Description	H_20 Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
		Vegetation / Topsoil (FILL)					
		1.2 Brown, silty SAND, some gravel (Till)					
		3.0 Weathered Bedrock					

Refusal at 3.3 feet
Probable Bedrock

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

KEY TO NOTES AND SYMBOLS:

Water Level
▽ At time of Digging
▼ At Completion of Digging
▼ After Digging

q_p = Pocket Penetrometer Strength, kips/sq.ft.

TEST PIT LOGS

CLIENT: Great Falls Construction, Inc. & Westbrook Development Corporation
PROJECT: Proposed Andrew School Housing Development
LOCATION: 55 High Street, Windham, ME

PROJECT NO.: 24-1695
LOGGED BY: Evan Walker
CONTRACTOR: Great Falls Construction, Inc.
EQUIPMENT: Takeuchi TB290

TEST PIT TP- 7

DATE: 9/9/2024 **LOCATION:** See Exploration Location Plan **SURFACE ELEVATION (FT):** 182' +/- **COMPLETION DEPTH (FT):** 6.2
WATER LEVEL DEPTHS (FT): No Free Water Observed **REMARKS:**

Depth (feet)	Graphic Log	Stratum Description	H_20 Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
		Vegetation / Topsoil (FILL)					
		0.5 Brown, silty SAND, trace gravel, with roots (FILL)					
		1.5 Brown, SILT AND SAND					
		4.0 Hard, brown, silty CLAY					
5						5-5.5	q_P=9 ksf

Refusal at 6.2 feet
Probable Bedrock

TEST PIT TP- 8

DATE: 9/9/2024 **LOCATION:** See Exploration Location Plan **SURFACE ELEVATION (FT):** 184' +/- **COMPLETION DEPTH (FT):** 9.0
WATER LEVEL DEPTHS (FT): No Free Water Observed **REMARKS:**

Depth (feet)	Graphic Log	Stratum Description	H_20 Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
		Vegetation / Topsoil (FILL)					
		0.5 Brown, silty SAND, some gravel, with roots (FILL)					
		1.5 Brown, gravelly silty SAND, with cobbles, boulders, and bedrock fragments (Till)					
5							

Bottom of Exploration at 9.0 feet

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

KEY TO NOTES AND SYMBOLS:
Water Level
▽ At time of Digging
▼ At Completion of Digging
▼ After Digging

q_p = Pocket Penetrometer Strength, kips/sq.ft.

TEST PIT LOGS

CLIENT: Great Falls Construction, Inc. & Westbrook Development Corporation
PROJECT: Proposed Andrew School Housing Development
LOCATION: 55 High Street, Windham, ME

PROJECT NO.: 24-1695
LOGGED BY: Evan Walker
CONTRACTOR: Great Falls Construction, Inc.
EQUIPMENT: Takeuchi TB290

TEST PIT TP- 9

DATE: 9/9/2024 **LOCATION:** See Exploration Location Plan **SURFACE ELEVATION (FT):** 178' +/- **COMPLETION DEPTH (FT):** 5.2
WATER LEVEL DEPTHS (FT): No Free Water Observed **REMARKS:**

Depth (feet)	Graphic Log	Stratum Description	H_20 Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
		Vegetation / Topsoil (FILL)					
		0.5 Brown, SILT AND SAND, with roots (FILL)					
		2.3 Brown, silty SAND					
		3.7 Brown, gravelly silty SAND (Till)					
5							
		Refusal at 5.2 feet Probable Bedrock					

TEST PIT TP-10

DATE: 9/9/2024 **LOCATION:** See Exploration Location Plan **SURFACE ELEVATION (FT):** 178' +/- **COMPLETION DEPTH (FT):** 9.0
WATER LEVEL DEPTHS (FT): No Free Water Observed **REMARKS:**

Depth (feet)	Graphic Log	Stratum Description	H_20 Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
		Vegetation / Topsoil (FILL)					
		0.8 Brown, SAND, some silt (FILL)					
		3.0 Dark gray-brown, clayey SILT, some sand, with roots and organics (RELIC TOPSOIL)					
		3.5 Gray-brown, silty CLAY					
5							
		Refusal at 9.0 feet Probable Bedrock					

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

KEY TO NOTES AND SYMBOLS:

Water Level
▽ At time of Digging
▼ At Completion of Digging
▼ After Digging

q_p = Pocket Penetrometer Strength, kips/sq.ft.

TEST PIT LOGS

CLIENT: Great Falls Construction, Inc. & Westbrook Development Corporation
PROJECT: Proposed Andrew School Housing Development
LOCATION: 55 High Street, Windham, ME

PROJECT NO.: 24-1695
LOGGED BY: Evan Walker
CONTRACTOR: Great Falls Construction, Inc.
EQUIPMENT: Takeuchi TB290

TEST PIT TP-11

DATE: 9/9/2024 **LOCATION:** See Exploration Location Plan **SURFACE ELEVATION (FT):** 176' +/- **COMPLETION DEPTH (FT):** 4.0
WATER LEVEL DEPTHS (FT): No Free Water Observed **REMARKS:**

Depth (feet)	Graphic Log	Stratum Description	H_20 Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
		Vegetation / Topsoil (FILL)					
		0.5 Brown, silty SAND, some gravel, with roots (FILL)					
		2.0 Dark brown, SILT AND SAND, with root sand organics (RELIC TOPSOIL)					
		2.8 Gray-brown, clayey SILT AND SAND					
		Refusal at 4.0 feet Probable Bedrock				5-6	q_p=8-9 ksf

TEST PIT TP-12

DATE: 9/9/2024 **LOCATION:** See Exploration Location Plan **SURFACE ELEVATION (FT):** 180.5' +/- **COMPLETION DEPTH (FT):** 5.5
WATER LEVEL DEPTHS (FT): No Free Water Observed **REMARKS:**

Depth (feet)	Graphic Log	Stratum Description	H_20 Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
		Forest Duff / Topsoil (FILL)					
		0.5 Brown, silty SAND, with roots (FILL)					
		2.0 Brown, silty CLAY					
5		Bottom of Exploration at 5.5 feet					

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

KEY TO NOTES AND SYMBOLS:
Water Level
▽ At time of Digging
▼ At Completion of Digging
▼ After Digging

q_p = Pocket Penetrometer Strength, kips/sq.ft.

TEST PIT LOGS

CLIENT: Great Falls Construction, Inc. & Westbrook Development Corporation
PROJECT: Proposed Andrew School Housing Development
LOCATION: 55 High Street, Windham, ME

PROJECT NO.: 24-1695
LOGGED BY: Evan Walker
CONTRACTOR: Great Falls Construction, Inc.
EQUIPMENT: Takeuchi TB290

TEST PIT TP-13

DATE: 9/9/2024 **LOCATION:** See Exploration Location Plan **SURFACE ELEVATION (FT):** 183' +/- **COMPLETION DEPTH (FT):** 4.5
WATER LEVEL DEPTHS (FT): No Free Water Observed **REMARKS:**

Depth (feet)	Graphic Log	Stratum Description	H_20 Depth	Sample No.	Type	Sample Depth (ft)	Field / Lab Test Data
		0.2 Brown, silty SAND, with organics (FILL)					
		0.4 Asphalt Pavement					
		Brown, SAND, some silt, some gravel, with roots (FILL)					
		2.0 Brown, silty SAND, some gravel					

Refusal at 4.5 feet
Probable Boulder or Bedrock

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

KEY TO NOTES AND SYMBOLS:

Water Level
▽ At time of Digging
▼ At Completion of Digging
▼ After Digging

q_p = Pocket Penetrometer Strength, kips/sq.ft.

TEST PIT 24-1695.GPJ SWCE TEMPLATE.GDT 9/26/24

KEY TO NOTES & SYMBOLS

Test Boring and Test Pit Explorations

Stratification lines represent the approximate boundary between soil types and the transition may be gradual.

Key to Symbols Used:

w	-	water content, percent (dry weight basis)
q_u	-	unconfined compressive strength, kips/sq. ft. - laboratory test
S_v	-	field vane shear strength, kips/sq. ft.
L_v	-	lab vane shear strength, kips/sq. ft.
q_p	-	unconfined compressive strength, kips/sq. ft. – pocket penetrometer test
O	-	organic content, percent (dry weight basis)
W_L	-	liquid limit - Atterberg test
W_P	-	plastic limit - Atterberg test
WOH	-	advance by weight of hammer
WOM	-	advance by weight of man
WOR	-	advance by weight of rods
HYD	-	advance by force of hydraulic piston on drill
RQD	-	Rock Quality Designator - an index of the quality of a rock mass.
γ_T	-	total soil weight
γ_B	-	buoyant soil weight

Description of Proportions:

Trace:	0 to 5%
Some:	5 to 12%
"Y"	12 to 35%
And	35+%
With	Undifferentiated

Description of Stratified Soils

Parting:	0 to 1/16" thickness
Seam:	1/16" to 1/2" thickness
Layer:	½" to 12" thickness
Varved:	Alternating seams or layers
Occasional:	one or less per foot of thickness
Frequent:	more than one per foot of thickness

REFUSAL: **Test Boring Explorations** - Refusal depth indicates that depth at which, in the drill foreman's opinion, sufficient resistance to the advance of the casing, auger, probe rod or sampler was encountered to render further advance impossible or impracticable by the procedures and equipment being used.

REFUSAL: **Test Pit Explorations** - Refusal depth indicates that depth at which sufficient resistance to the advance of the backhoe bucket was encountered to render further advance impossible or impracticable by the procedures and equipment being used.

Although refusal may indicate the encountering of the bedrock surface, it may indicate the striking of large cobbles, boulders, very dense or cemented soil, or other buried natural or man-made objects or it may indicate the encountering of a harder zone after penetrating a considerable depth through a weathered or disintegrated zone of the bedrock.

Section 11

Architecturals & Elevations


ARCHETYPE ARCHITECTS


ARCHETYPE ARCHITECTS

FENESTRATION %
EXTERIOR WALL - 2786 SF
FENESTRATION (WINDOWS & DOOR) - 703 SF
703 / 2786 = 25.2 %

2 FRONT ELEVATION
1/4" = 1'-0"

FENESTRATION %
EXTERIOR WALL - 1952 SF
FENESTRATION (WINDOWS & DOOR) - 463 SF
463 / 1952 = 23.7%

1 SIDE ELEVATION (MECH)
1/4" = 1'-0"

Prepared For:
Owner
Address
City, State

Consultant:

Architect:
ARCHETYPE ARCHITECTS
48 Union Wharf Portland, Maine 04101
207.772.6022 archetype@archetypepa.com

Project:
ANDREWS SCHOOL
WINDHAM, MAINE

Revisions:

Scale: 1/4" = 1'-0"

Date: 12 MAY 2022

BUILDING ELEVATIONS - 12 UNIT

A2.01

FENESTRATION %
EXTERIOR WALL - 1953.5
FENESTRATION (WINDOWS & DOOR) - 534 SF
534 / 1953.5 = 27.3%

1 SIDE ELEVATION
1/4" = 1'-0"

FENESTRATION %
EXTERIOR WALL - 2819.7
FENESTRATION (WINDOWS & DOOR) - 594 SF
594 / 2819.7 = 21.1%

2 REAR ELEVATION
1/4" = 1'-0"

Prepared For:
Owner
Address
City, State

Consultant:

Architect:
ARCHETYPE ARCHITECTS
48 Union Wharf Portland, Maine 04101
207.772.6022 archetype@archetypepa.com

Project:
ANDREWS SCHOOL
WINDHAM, MAINE

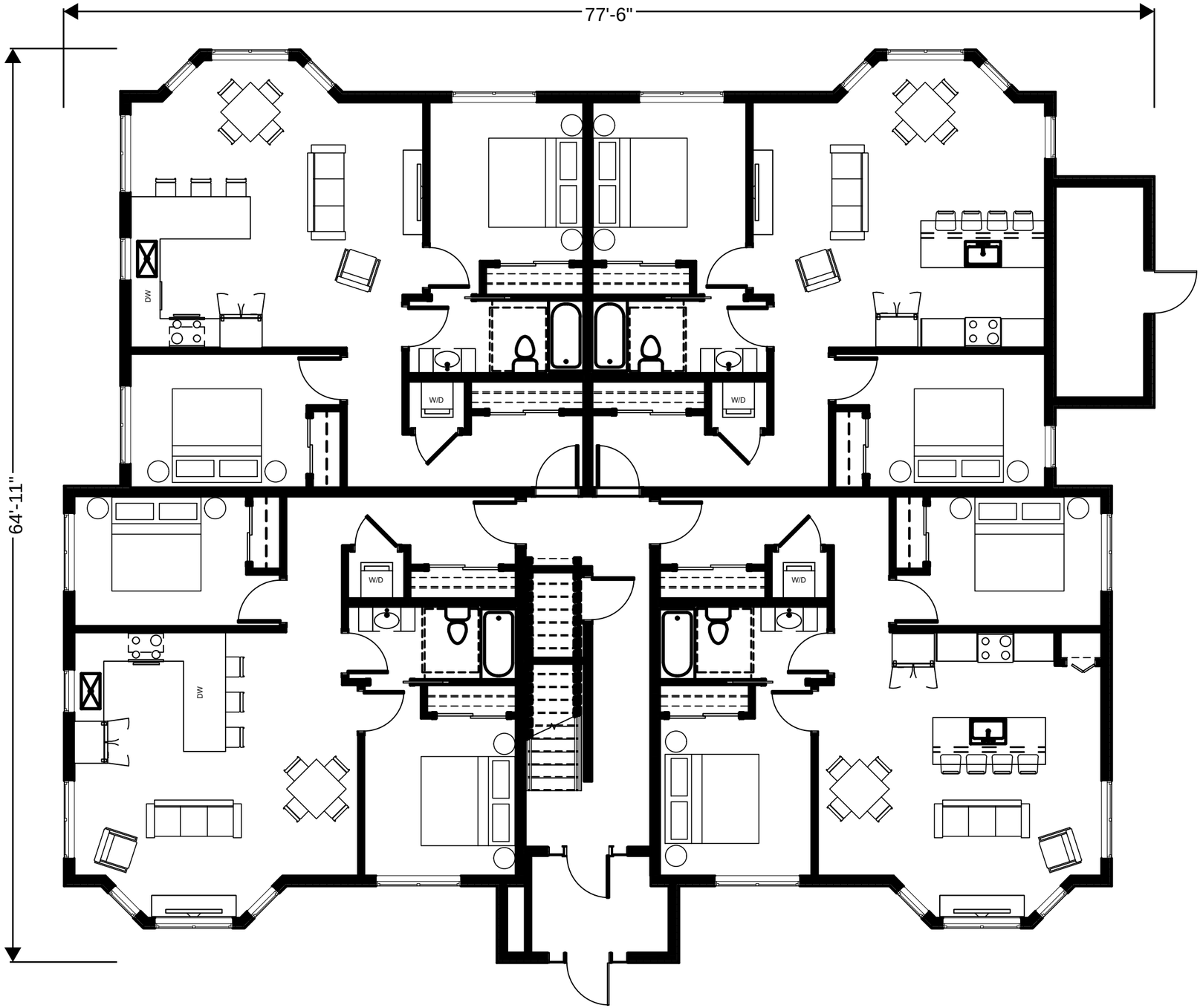
Revisions:

Scale: 1/4" = 1'-0"

Date: 12 MAY 2022

BUILDING ELEVATIONS - 12 UNIT

A2.02



ANDREW SCHOOL
FLOOR PLAN - 12-UNIT

ARCHTYPE ARCHITECTS
48 Union Wharf, Portland, ME 04101

APRIL 2025

FENESTRATION %
EXTERIOR WALL - 1850.9 SF
FENESTRATION (WINDOWS & DOOR) - 367 SF
367 / 1850.9 = 19.8%

1 FRONT ELEVATION
1/4" = 1'-0"

FENESTRATION %
EXTERIOR WALL - 1181.6 SF
FENESTRATION (WINDOWS & DOOR) - 266.7 SF
266.7 / 1181.6 = 22.6%

2 SIDE ELEVATION - ENTRY
1/4" = 1'-0"

Prepared For: Owner

Consultant:

Architect:
ARCHETYPE architects
48 Union Wharf Portland, Maine 04101
(207) 772-6022 ARCHETYPE@ARCHETYPEPA.COM

Project: 108 WAHINGTON AVE
WINDHAM, MAINE

Revisions:

Scale: 1/4" = 1'-0"

Date: 2-25-2025

BUILDING ELEVATIONS - 5 UNIT

A2.02

FENESTRATION %
EXTERIOR WALL - 1905.7
FENESTRATION (WINDOWS & DOOR) - 313.6 SF
313.6 / 1905.7 = 16.5%

1 REAR ELEVATION
1/4" = 1'-0"

FENESTRATION %
EXTERIOR WALL - 1216 SF
FENESTRATION (WINDOWS & DOOR) - 236.5 SF
236.5 / 1216 = 19.4%

2 SIDE ELEVATION
1/4" = 1'-0"

Prepared For:
Owner

Consultant:

Architect:
ARCHETYPE architects
48 Union Wharf Portland, Maine 04101
(207) 772-6022 ARCHETYPE@ARCHETYPEPA.COM

Project:
108 WAHINGTON AVE
WINDHAM, MAINE

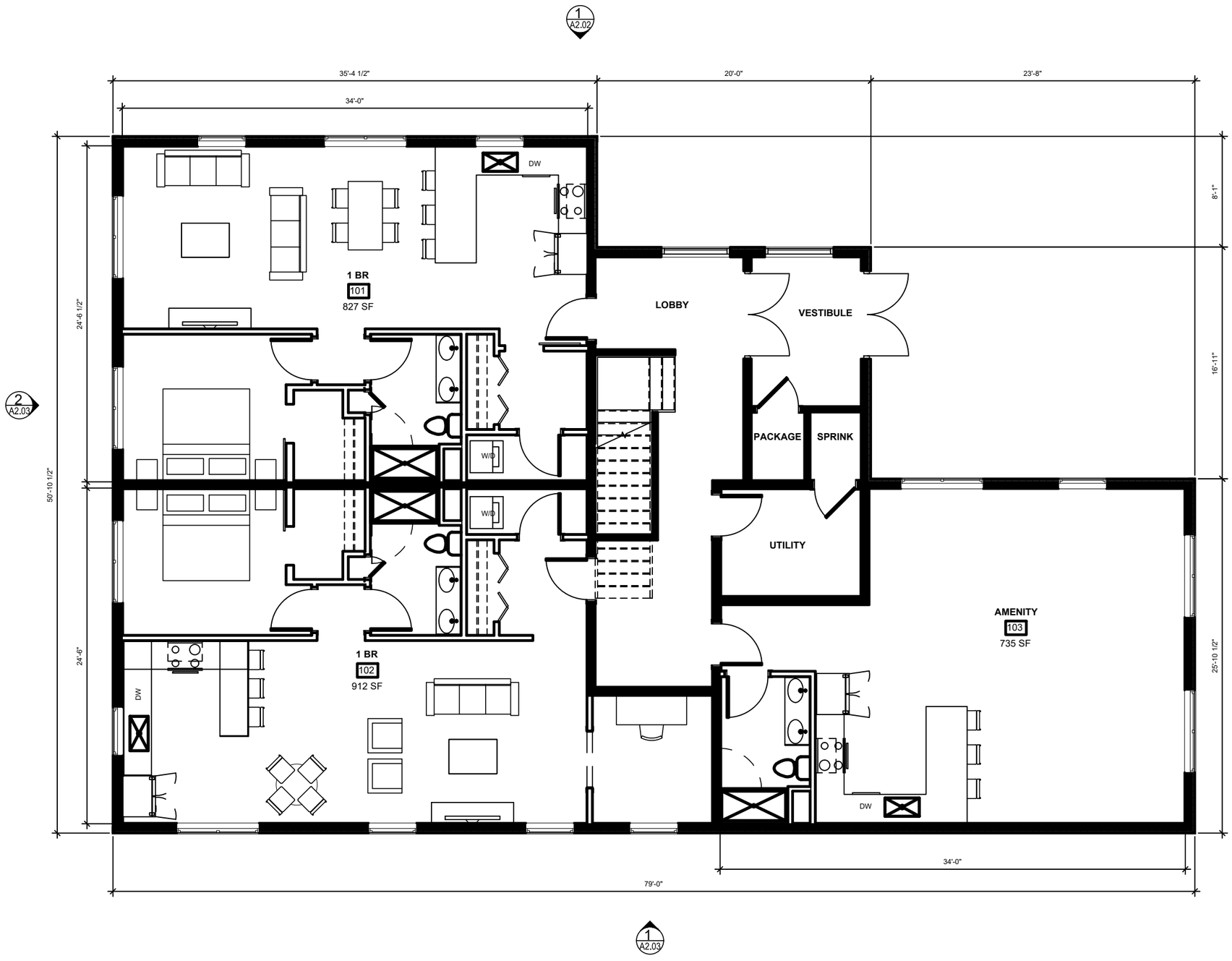
Revisions:

Scale:
1/4" = 1'-0"

Date:
2-25-2025

BUILDING ELEVATIONS - 5 UNIT

A2.03



ANDREW SCHOOL
FLOOR PLAN - 5-UNIT

ARCHTYPE ARCHITECTS
48 Union Wharf, Portland, ME 04101

APRIL 2025

Section 12

Lighting Information

Section 12 – Lighting Information

The site lighting has been designed to provide safety, security, and wayfinding by illuminating the driveway, parking lot, sidewalks, pedestrian areas, building entrances, and service areas. There are a total of fifteen (15) lights mounted on fifteen (15) ft. tall poles, placed at locations shown on the *Photometric Plan* that avoid conflicts with landscaping. Additionally, there are six (6) building mounted lights near service areas and entrances, and a total of eighteen (18) canopy lights over porches at building entrances. Please see the attached *Photometric Plan* and lighting specifications cut sheets for each proposed lighting fixture.

THE DIFFERENT COLORED LINES SURROUNDING A LIGHT FIXTURE SYMBOL ARE CALLED ISOLINES. THESE LINES HELP IDENTIFY THE EXTENT OF DIFFERENT LEVELS OF ILLUMINATION PRODUCED BY A FIXTURE. IN THE CASE OF THE ISOLINES ON THIS PHOTOMETRIC, THE INNER RED LINE REPRESENTS THE EXTENT OF 2 FC OF ILLUMINATION FROM AN INDIVIDUAL FIXTURE, THE LIGHT BLUE REPRESENTS 1 FC, THE GREEN 0.5 FC AND THE DARK BLUE 0.3 FC.

Calculation Summary

Label	Units	Avg	Max	Min	Avg/Min	Max/Min
ENTIRE AREA	Fc	0.58	9.9	0.0	N.A.	N.A.
PARKING AND DRIVES	Fc	1.55	4.0	0.4	3.88	10.00

Luminaire Schedule

Symbol	Qty	Label	Arrangement	Description	Tag	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	18	C1	Single	COOPER: HC410D010-HM40525830-41MDH (80 CRI)	CANOPY LIGHT	0.900	1041	9.9	178.2
	1	P3	Single	NLS: NV-1-T3-16L-7-30K7-UNV-ASA-CXX (70 CRI)	MOUNTED ON 15' NLS POLE: SSSP-15-48-11G-9BC-SGL-CXX-3430	0.900	3960	36	36
	3	P4	Single	NLS: NV-1-T4-16L-7-30K7-UNV-ASA-CXX (70 CRI)	MOUNTED ON 15' NLS POLE: SSSP-15-48-11G-9BC-SGL-CXX-3430	0.900	3973	36.57	109.71
	5	P4A-HSS	Single	NLS: NV-1-T4-16L-1-30K7-UNV-ASA-CXX-HSS (70 CRI)	MOUNTED ON 15' NLS POLE: SSSP-15-48-11G-9BC-SGL-CXX-3430	0.900	3812	56	280
	2	P4B-HSS	Single	NLS: NV-1-T4-32L-7-30K7-UNV-ASA-CXX-HSS (70 CRI)	MOUNTED ON 15' NLS POLE: SSSP-15-48-11ZG-9BC-SGL-CXX-3430	0.900	5083	71	142
	1	P4FT	Single	NLS: NV-1-T4FTW-16L-1-30K7-UNV-ASA-CXX (70 CRI)	MOUNTED ON 15' NLS POLE: SSSP-15-48-11G-9BC-SGL-CXX-3430	0.900	5886	56	56
	1	P5	Single	NLS: NV-1-T5-32L-7-30K7-UNV-ASA-CXX (70 CRI)	MOUNTED ON 15' NLS POLE: SSSP-15-48-11G-9BC-SGL-CXX-3430	0.900	7881	71	71
	2	P5W	Single	NLS: NV-1-T5W-32L-1-30K7-UNV-ASA-CXX (70 CRI)	MOUNTED ON 15' NLS POLE: SSSP-15-48-11G-9BC-SGL-CXX-3430	0.900	12751	106	212
	4	W2	Single	NLS: TWA-T2-16L-175-30K7-UNV-WM-CXX (70 CRI)	WALL MTD 8' AFG	0.900	1206	10	40
	2	W4	Single	NLS: TWA-T4-16L-175-30K7-UNV-WM-CXX	WALL MTD 8' AFG	0.900	1212	10	20

CHARRON REFLEX LIGHTING

#	Date	Comments

Revisions

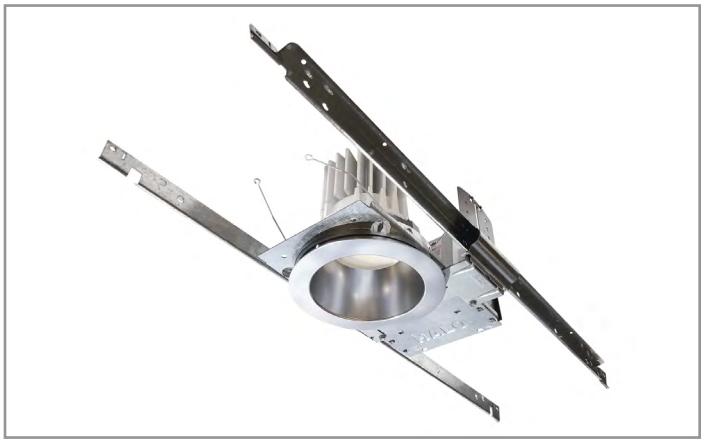
Drawn By: Michael O'Brien
Checked By:
Date:2/27/2025
Contact: mobrien@charroninc.com

Scale: NTS

ANDREWS SCHOOL
HOUSING DEVELOPMENT

HIGH STREET
WINDHAM, ME

Project		Catalog #		Type	
Prepared by		Notes		Date	



HALO Commercial

HC4 | HM4 | 41/41PS

4-inch LED downlight and wall wash

Typical Applications

Office • Healthcare • Hospitality • Institutional • Mixed-Use/Retail

Interactive Menu

Product Certification

ENERGY STAR · Efficiency Standards T24 Can be used to comply with California Title 24 Non-Residential · wet location · Chicago Plenum Approved · FC · RoHS Compliant · UL Certified

Product Features

QS Quick Spec · Showerlight

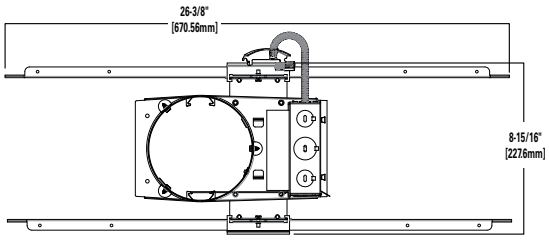
Control Compatibility

WaveLinx LITE · WaveLinx PRO

Top Product Features

- New construction/remodel series; 500 to 6,000 lumens
- Narrow, Medium and Wide distributions; Wall wash with rotatable linear spread lens
- 2700K, 3000K, 3500K, 4000K and 5000K CCT; 80 or 90 CRI
- Universal voltage 120V-277V; Standard 0-10V driver dims to 1%
- Mounting frame converts to remodel that installs from below the ceiling
- Quick Spec emergency backup mounting frames - fast delivery option

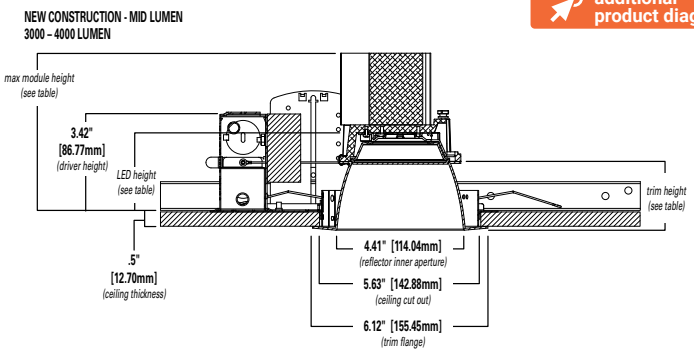
Dimensional and Mounting Details



Mid Lumen (3000 – 4000 Lumens)

Distribution	Max. Module Height	Trim Height	LED Height
Narrow	5.6"	2.5"	2.9"
Medium	5.7"	2.6"	3.0"
Wide	5.5"	2.4"	2.8"
Baffle	5.5"	2.4"	2.8"

additional product diagrams



Mounting Frame Order Information

Sample Number : HC420D010REM7 - HM40525930 - 41MDC

A complete luminaire consists of a housing frame, LED module, and reflector (ordered separately)

Mounting Frame	Lumens	Driver Options	Factory Installed Emergency & Connected Lighting Options	Accessories (Order & Install Separately)
HC4 = 4" new construction downlight housing **HC4CP** = 4" new construction housing, Chicago Plenum - CCEA compliant	**05** = 500 lm **07** = 750 lm **10** = 1000 lm **15** = 1500 lm **20** = 2000 lm **25** = 2500 lm **30** = 3000 lm **35** = 3500 lm **40** = 4000 lm **45** = 4500 lm (7) **50** = 5000 lm (7) **55** = 5500 lm (7) **60** = 6000 lm (7)	**D010**=UNV 120-277V, 50/60Hz, 0-10V 1%-100% dimming at 120-277V on 0-10V controls **Canada Option 500-5000 lumens:** **D010347** = 347VAC 50/60Hz 0-10V 1%-100% dimming. For 500, 750, 1000, 1500, 2000, 2500, 3000, 3500, 4000, 4500, 5000lm models only (1) **Canada Option 5500-6000 lumens:** **D010X347** = step down transformer factory installed (with standard "D010" 120V-277V LED driver). For 5500, 6000lm models only (1)	**REM7** = 7 watt emergency battery pack with remote test / indicator light, use with D010 only (1) (2) (6) **REM14** = 14 watt emergency battery pack with remote test / indicator light, use with D010 only (1) (2) (6) **IEM7** = 7 watt emergency battery pack with integral test / indicator light, use with D010 only (1) (2) (6) (10) **IEM14** = 14 watt emergency battery pack with integral test / indicator light, use with D010 only (1) (2) (6) (10) **BOD7ST** = 7.5 watt Bodine self-test emergency battery pack with remote test / indicator light, use with D010 only (1) (2) (6) **WTA** = Factory WaveLinx PRO Tilemount Sensor Kit (4) **WTK** = Factory WaveLinx LITE Tilemount Sensor Kit (5) **WPN** = WaveLinx PRO Wireless Node without Sensor (11) **WLN** = WaveLinx LITE Wireless Node without Sensor (12)	**HB128APK** = L channel hanger bar, 26", pair (replacement) **RMB22** = Adjustable wood joist mounting bars, pair, extend to 22" long **H347** = 347 to 120V step down transformer, 75VA **H347200** = 347 to 120V step down transformer, 200VA **WTA** = Field WaveLinx PRO Tilemount Sensor Kit (4) **WTK** = Field WaveLinx LITE Tilemount Sensor Kit (5)
		DLV = Distributed Low Voltage dimming driver 1%-100%, 1000-4000 lumens only. For use with DLVP system only, refer to DLVP specifications for details. (1)	**REMV7** = 7 watt emergency battery pack with remote test / indicator light, use with DLV only (1) (2) (3) (6) **REMV14** = 14 watt emergency battery pack with remote test / indicator light, use with DLV only (1) (2) (3) (6) **IEMV7** = 7 watt emergency battery pack with integral test / indicator light, use with DLV only (1) (2) (3) (6) (10) **IEMV14** = 14 watt emergency battery pack with integral test / indicator light, use with DLV only (1) (2) (3) (6) (12)	
Notes	**Notes**	**Notes**	**Notes**	**Notes**
	(7) Marked Spacing: Center to Center of Adjacent Luminaires = 36" Center of Luminaire to Building Member = 18" Minimum overhead = 0.5	(1) Not available with CP models	(1) Not available with CP models (2) Not available with D010347 (347V models) (3) ULus for U.S. only (4) WTA = WaveLinx PRO tilemount sensor kit for daylight dimming, PIR motion sensing, and optional RLTS - Real Time Location Services, use with D010 only (Refer to WaveLinx specifications) (5) WTK = WaveLinx LITE tilemount sensor kit for daylight dimming, PIR motion sensing, use with D010 only (Refer to WaveLinx LITE specifications) (6) Emergency battery backup options are Non-IC only, and rated for a minimum starting temperature of 0°C (10) IEM option requires compatible IEM reflector or baffle trim. See Trim Ordering below. (11) WPN = WaveLinx PRO wireless node provides luminaire-level control with scene and zone configuration without an integrated sensor; Connects wirelessly with daylight dimming sensor and PIR motion sensor if desired. Use with 0-10V driver only. Not compatible with 347V or Chicago plenum. (Refer to WaveLinx PRO specifications.) (12) WLN = WaveLinx LITE wireless node provides luminaire-level control with scene and zone configuration without an integrated sensor; Connects wirelessly with daylight dimming sensor and PIR motion sensor if desired. Use with 0-10V driver only. Not compatible with 347V or Chicago plenum. (Refer to WaveLinx LITE specifications.)	(4) WTA = WaveLinx PRO tilemount sensor kit for daylight dimming, PIR motion sensing, and optional RLTS - Real Time Location Services, use with D010 only. (Refer to WaveLinx PRO specifications.) (5) WTK = WaveLinx LITE tilemount sensor kit for daylight dimming, PIR motion sensing, use with D010 only. (Refer to WaveLinx LITE specifications.)

Quick Spec Emergency Mounting Frame Order Information

Sample Number :

Quick Spec Emergency Mounting Frame: RR-HC420D010REM7

LED module and reflectors are ordered separately.

Order separately: LED Module: HM40525835 | Reflector: 41MDC

Select from the Quick Spec Mounting Frame ordering information to receive the *Fast Delivery* option for the frame.

Quick Spec Code	Mounting Frame	Lumens	Driver Options	Factory Installed Emergency Options	Accessories (Order & Install Separately)
RR = East Region **BRR** = West Region	**HC4** = 4" new construction downlight housing	**10** = 1000 lm **15** = 1500 lm **20** = 2000 lm **30** = 3000 lm **40** = 4000 lm	**D010**=UNV 120-277V, 50/60Hz, 0-10V 1%-100% dimming at 120-277V on 0-10V controls	**REM7** = 7 watt emergency battery pack with remote test / indicator light, use with D010 only (2) (6) **REM14** = 14 watt emergency battery pack with remote test / indicator light, use with D010 only (2) (6) **IEM7** = 7 watt emergency battery pack with integral test / indicator light, use with D010 only (2) (6) (10) **IEM14** = 14 watt emergency battery pack with integral test / indicator light, use with D010 only (2) (6) (10)	**HB128APK** = L channel hanger bar, 26", pair (replacement) **RMB22** = Adjustable wood joist mounting bars, pair, extend to 22" long
	Notes	**Notes**	**Notes**	**Notes**	**Notes**
				(2) Not available with D010347 (347V models) (6) Emergency battery backup options are Non-IC only, and rated for a minimum starting temperature of 0°C (10) IEM option requires compatible IEM reflector or baffle trim. See Trim Ordering below.	

LED Module Order Information

LED Module	Lumens	CRI/CCT	
HM4 = 4" LED module	**0525** = 500 - 2500 lumen **3040** = 3000-4000 lumen **4560** = 4500-6000 lumen	**827** = 80CRI, 2700K **830** = 80CRI, 3000K **835** = 80CRI, 3500K **840** = 80CRI, 4000K **850** = 80CRI, 5000K	**927** = 90CRI, 2700K **930** = 90CRI, 3000K **935** = 90CRI, 3500K **940** = 90CRI, 4000K **950** = 90CRI, 5000K
Notes	**Notes**	**Notes**	

Trim Order Information

Reflector	Distribution[8]	Finish	Flange	Accessories
41 = 4" conical reflector	**ND** = narrow 50° beam angle 0.84 SC (nominal) **MD** = medium 60° beam angle 1.00 SC (nominal) **WD** = wide 75° beam angle 1.24 SC (nominal) **RWW** = rotatable wall wash with linear spread lens	**C** = Specular clear **H** = Semi-specular clear **W** = White	**Blank** = Polished flange standard with C & H reflectors **Blank** = White flange standard with W reflector **WF** = White flange option available with C & H reflectors	**41RWWPK** = Replacement part kit - wall wash lens insert - for use with 41RWW* only.
Notes	**Notes**	**Notes**	**Notes**	**Notes**
	(8) Values are nominal for white reflector, others may vary.			

Baffle	Distribution[8]	Finish	Flange	Accessories
41 = 4" baffle reflector	**WD** = wide 75° beam angle 1.24 SC (nominal) **RWW** = rotatable wall wash with linear spread lens	**BB** = Black baffle **WB** = White baffle	**Blank** = White flange standard with BB, & WB **BF** = Black flange option available with BB	**41RWWPK** = Replacement part kit - wall wash lens insert - for use with 41RWW* only.
Notes	**Notes**	**Notes**	**Notes**	**Notes**
	(8) Values are nominal for white reflector, others may vary.			

Reflector	Distribution[8]	Finish	Flange
41PS = 4" non-conductive polymer 'dead front' conical reflector [9]	**MD** = medium 60° beam angle 1.00 SC (nominal)	**W** = White	**Blank** = White flange standard with W reflector
Notes	**Notes**	**Notes**	**Notes**
(9) 41PS* is 1000-3000 lumens Non-IC rated. 500 & 750 lumens IC rated. 41PS is not for use over 3000 lumens in Non-IC or over 750 lumens in IC.	(8) Values are nominal for white reflector, others may vary.		

IEM Reflector	Distribution[8]	Finish	Flange	Integral Emergency
41 = 4" conical reflector for integral emergency only	**ND** = narrow 50° beam angle 0.84 SC (nominal) **MD** = medium 60° beam angle 1.00 SC (nominal) **WD** = wide 75° beam angle 1.24 SC (nominal)	**C** = Specular clear **H** = Semi-specular clear **W** = White	**Blank** = Polished flange standard with C & H reflectors **Blank** = White flange standard with W reflector **WF** = White flange option available with C & H reflectors	**IEM** = Reflector for use with integral emergency housings only. Provides access hole for integral emergency test switch.
Notes	**Notes**	**Notes**	**Notes**	**Notes**
	(8) Values are nominal for white reflector, others may vary.			

IEM Baffle	Distribution[8]	Finish	Flange	Integral Emergency
41 = 4" baffle reflector for integral emergency only	**WD** = wide 75° beam angle 1.24 SC (nominal)	**BB** = Black baffle **WB** = White baffle	**Blank** = White flange standard with BB, & WB **BF** = Black flange option with BB	**IEM** = Reflector for use with integral emergency housings only. Provides access hole for integral emergency test switch.
Notes	**Notes**	**Notes**	**Notes**	**Notes**
	(8) Values are nominal for white reflector, others may vary.			

Product Specifications

Housing Frame
- Boat shaped galvanized steel plaster frame with adjustable plaster lip
- Accommodates 1/2" to 1-1/2" thick ceilings
- Installs in new construction or from below the finished ceiling (non-accessible) for remodeling
- Provided with two remodel clips to secure the frame to the ceiling

Universal Mounting Bracket
- Adjusts 2" vertically from above and below the ceiling
- Use with the included mounting bars or with 1/2" Electric Metallic Tube (EMT)
- Removable to facilitate remodeling installation from below the finished ceiling

Mounting Bars
- Captive pre-installed No Fuss™ mounting bars lock to T-grid with screwdriver or pliers
- Centering detents allow for consistent positioning of fixtures

LED Module
- Proximity phosphors over chip on board LEDs provide a uniform source with high efficiency and no pixilation
- Available in 80 or 90 color rendering index (CRI)
- Color accuracy within 3 SDCM provides color consistency and uniformity
- 90 CRI option: R9>50 (refer to chromaticity information for details)
- Available in 2700K, 3000K, 3500K, 4000K and 5000K correlated color temperature (CCT)
- Lumen options include 500, 750, 1000, 1500, 2000, 2500, 3000, 3500, 4000, 4500, 5000, 5500, 6000 lumens (nominal)
- Passive thermal management achieves 60,000 hours at 70% lumen maintenance (L70) in insulated ceilings (IC) and non-IC applications
- Integral diffuse lens provides visual shielding
- Integral connector allows quick connection to housing flex

Reflector
- Self-flanged aluminum reflectors available in narrow, medium or wide distribution patterns
- Medium distribution polymer non-conductive matte white reflector may be used to meet local codes for 'dead front' applications (500 & 750 lumen max. in IC and 3000 lumen max. in Non-IC)
- Wall wash reflector features a rotatable linear spread lens for alignment of vertical illumination
- Reflectors attach to LED module with three speed clamps
- Available in multiple painted or plated finishes

Reflector/Module Retention
- Reflector/module assembly is securely retained in the housing with two torsion springs

Driver
- Field-replaceable constant current driver provides low noise operation
- Universal 120-277VAC 50/60Hz input standard
- Continuous, 1% to 100% dimming with 0-10V analog control
- Optional low-voltage DC driver for use with Distributed Low Voltage Power (DLVP) system
- Distributed Low Voltage Power (DLVP) system combines power, lighting and controls with ease of installation (refer to DLVP Design Guide at www.cooperlighting.com for details)

Canada Options
- 347VAC 50/60Hz; 1% dimming on 0 -10V analog control, for 500, 750, 1000, 1500, 2000, 2500, 3000, 3500, 4000, 4500, 5000 lumen models only
- 347V step down transformer factory installed with the standard "D010" 120V-277V, LED driver on 5500, 6000 lumen models only

Emergency Option
- Provides 90 minutes of standby lighting, meeting most life safety codes for egress lighting
- Available with integral or remote charge indicator and test switch
- Available Self-Test (self-diagnostic) with remote charge indicator and test switch
- Quick Spec emergency ordering option for quick-turn projects

Connected Lighting System
Two WaveLinx connected solutions to choose from. Refer to WaveLinx system specifications and application guides for details.

WaveLinx PRO Tilemount Sensor Kit
- WaveLinx PRO WTA tilemount sensor kit offers daylight dimming, PIR motion sensing, scene and zone configuration, automatic commissioning; and optional RLTS - Real Time Location Services available.

WaveLinx PRO Wireless Node
- WaveLinx PRO WPN wireless node provides luminaire-level control with scene and zone configuration without an integrated sensor; Connects wirelessly with daylight dimming sensor and PIR motion sensor if desired. Use with 0-10V driver only. **Note:** Not compatible with 347V or Chicago plenum.

WaveLinx LITE Tilemount Sensor Kit
- WaveLinx LITE WTK tilemount sensor kit offers daylight dimming and PIR motion sensing, scene and grouping configuration.

WaveLinx LITE Wireless Node
- WaveLinx LITE WLN wireless node provides luminaire level control with scene and zone configuration without an integrated sensor; Connects wirelessly with daylight dimming sensor and PIR motion sensor if desired. Use with 0-10V driver only. **Note:** Not compatible with 347V or Chicago plenum.

WaveLinx Tilemount Sensor Kits Application
- The WTA and WTK tilemount sensor kits include a control module mounted on the luminaire junction box via 1/2" knock-out, and a tilemount sensor on 54-inch whip; for ceiling installation by direct-mount spring clips or via mounting bracket in octagon ceiling boxes.
- The WTA and WTK tilemount sensor kits may be ordered as factory installed on the luminaire, or ordered separately as a field installed accessory kit.
- **Note: WaveLinx PRO devices are only compatible with the WaveLinx PRO system.**
- **Note: WaveLinx LITE devices are only compatible with the WaveLinx LITE system.**

Junction Box
- Galvanized steel junction box
- 20 in^3 internal volume excluding voltage barrier
- 25 in^3 internal total volume
- Voltage barrier for 0-10V dimming wires (occupies one 1/2" pry-out space)
- Listed for eight #12 AWG (four in, four out) 90˚C conductors and feed-thru branch wiring
- Three 1/2" and two 3/4" trade size pry-outs available
- Three 4-port push wire nuts for mains voltage with 1-port for fixture connection

Compliance
- cULus Certified to UL 1598 / C22.2 No. 250.0, suitable for damp locations and wet locations in covered ceilings only
- Emergency options provided with UL Listed emergency drivers to UL 924 / C22.2 No. 141, suitable for indoor/damp locations
- IP20 - Above finished ceiling; IP64 - Below finished ceiling
- Non-Insulated ceiling (Non-IC) rated for 2000, 2500, 3000, 3500, 4000, 4500, 5000, 5500, 6000 lumen models (insulation must be kept 3" from top and sides)
- Insulated ceiling (IC) rated for 500, 750, 1000, 1500 lumen models and suitable for direct contact with air permeable insulation* (IC models are also suitable for Non-IC installations)
- Non-IC marked spacing required for 4500, 5000, 5500, 6000 lumen models
  - Marked Spacing Center to Center of Adjacent Luminaires = 36"
  - Center of Luminaire to Building Member = 18"
  - Minimum overhead = 0.5"
- Airtight per ASTM-E283-04
- Suitable for use in clothes closets when installed in accordance with the NEC 410.16 spacing requirements
- EMI/RFI emissions FCC CFR Title 47 Part 15 Class A at 120/277V
- Contains no mercury or lead and RoHS compliant
- Photometric testing completed in accordance of IES LM-79-08
- Lumen maintenance projection in accordance of IES LM-80-08 and TM-21-11
- 1,000 and 1,500 lumen, 90 CRI, ICAT models may be used to comply with State of California Title 24 residential code, per JA8 certification standards
- May be used to comply with State of California Title 24 non-residential code as a dimmable LED luminaire
- ENERGY STAR® certified, reference certified light fixtures database

*Not for use in direct contact with spray foam insulation, consult NEMA LSD57-2013

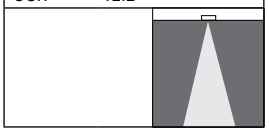
Warranty
- Five year limited warranty, consult website for details. www.cooperlighting.com/legal

Photometric Data

View IES files

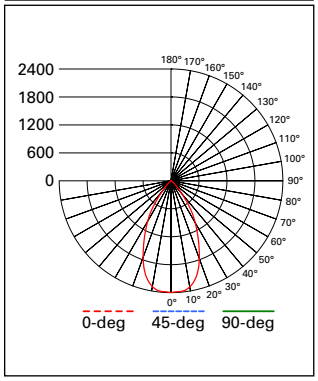
NARROW DISTRIBUTION - SPECULAR CLEAR FINISH, 2000 LUMEN MODEL, 80 CRI, 3500K

NARROW (50° BEAM*)	
Test Number	P571728
Housing	HC420D010
Module	HM40525835
Reflector	41NDC
Lumens	2010 Lm
Efficacy	100.5 Lm/W
SC	0.84
UGR	12.2

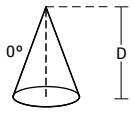


CANDLEPOWER DISTRIBUTION

Downlight



CONE OF LIGHT



MH	FC	L	W
5.5'	79.3	4.6	4.6
7'	49	5.8	5.8
8'	37.5	6.6	6.6
9'	29.6	7.4	7.4
10'	24	8.4	8.4
12'	16.7	10	10

CANDELA TABLE

Degrees Vertical	Candela
0	2400
5	2387
15	2110
25	1368
35	676
45	152
55	23
65	5
75	1
85	0
90	0

ZONAL LUMEN SUMMARY

Zone	Lumens	% Fixture
0-30	1436	71.5
0-40	1848	92
0-60	2002	99.6
0-90	2010	100
90-180	0	0
0-180	2010	100

LUMINANCE

Average Candela Degrees	Average 0° Luminance
45	26514
55	4968
65	1576
75	667
85	0

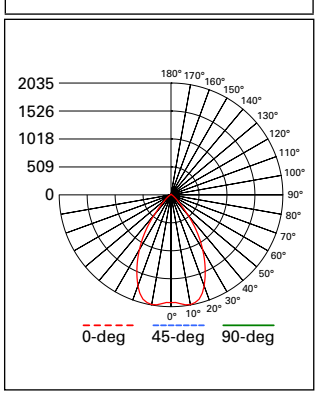
*Value are nominal for specular clear reflectors, other may vary.
SC = Spacing Criteria
UGR = Unified Glare Rating

MEDIUM DISTRIBUTION - SPECULAR CLEAR FINISH, 2000 LUMEN MODEL, 80 CRI, 3500K

MEDIUM (60° BEAM*)	
Test Number	P571727
Housing	HC420D010
Module	HM40525835
Reflector	41MDC
Lumens	2096 Lm
Efficacy	104.8 Lm/W
SC	1.0
UGR	13.6

CANDLEPOWER DISTRIBUTION

Downlight



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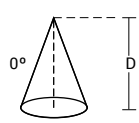


MH	FC	L	W
5.5'	65.3	5.4	5.4
7'	40.3	6.8	6.8
8'	30.9	7.8	7.8
9'	24.4	8.8	8.8
10'	19.8	9.8	9.8
12'	13.7	11.8	11.8

CANDELA TABLE

Degrees Vertical	Candela
0	1969
5	1997
15	1974
25	1467
35	800
45	192
55	26
65	4
75	1
85	0
90	0

ZONAL LUMEN SUMMARY

Zone	Lumens	% Fixture
0-30	1408	67.1
0-40	1899	90.6
0-60	2091	99.7
0-90	2096	100
90-180	0	0
0-180	2096	100

LUMINANCE

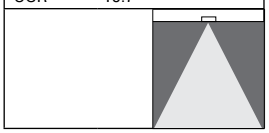
Average Candela Degrees	Average 0° Luminance
45	33405
55	5548
65	1197
75	667
85	0

*Value are nominal for specular clear reflectors, other may vary.
SC = Spacing Criteria
UGR = Unified Glare Rating

Note: Refer to IES files for more product data.

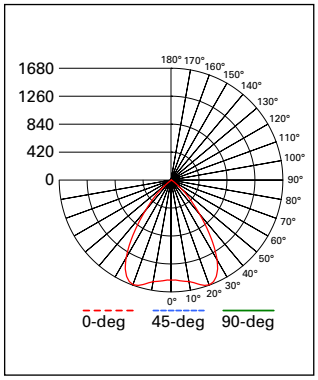
WIDE DISTRIBUTION - SPECULAR CLEAR FINISH, 2000 LUMEN MODEL, 80 CRI, 3500K

WIDE (75° BEAM*)	
Test Number	P571730
Housing	HC420D010
Module	HM40525835
Reflector	41WDC
Lumens	2304 Lm
Efficacy	115.2 Lm/W
SC	1.25
UGR	15.7



CANDLEPOWER DISTRIBUTION

Downlight



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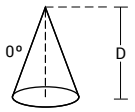


MH	FC	L	W
5.5'	49.9	6.8	6.8
7'	30.8	8.6	8.6
8'	23.6	9.8	9.8
9'	18.6	11.2	11.2
10'	15.1	12.4	12.4
12'	10.5	14.8	14.8

CANDELA TABLE

Degrees Vertical	Candela
0	1509
5	1525
15	1630
25	1603
35	1012
45	369
55	44
65	5
75	1
85	0
90	0

ZONAL LUMEN SUMMARY

Zone	Lumens	% Fixture
0-30	1334	57.9
0-40	1960	85.1
0-60	2296	99.7
0-90	2304	100
90-180	0	0
0-180	2304	100

LUMINANCE

Average Candela Degrees	Average 0° Luminance
45	64437
55	9355
65	1576
75	667
85	0

*Value are nominal for specular clear reflectors, other may vary.
SC = Spacing Criteria
UGR = Unified Glare Rating

Photometric Multipliers (Nominal Lumen Values)

500 Lumen	750 Lumen	1000 Lumen	1500 Lumen	2000 Lumen	2500 Lumen	3000 Lumen	3500 Lumen
0.33	0.44	0.54	0.74	1.00	1.24	1.54	1.85

4000 Lumen	4500 Lumen	5000 Lumen	5500 Lumen	6000 Lumen
2.15	2.28	2.44	2.52	2.62

Multipliers for relative lumen values with other series models.

Color Finish Multipliers

Finish code	C	H	W/WB	BB
Finish	Specular Clear	Semi-Specular	Matte White White Baffle	Black Baffle
Multiplier	1.00	0.94	0.88	0.76

Multipliers for relative lumen values with other color finishes.

CCT Multipliers – 80CRI

2700K	3000K	3500K	4000K	5000K
0.89	0.96	1.00	1.03	1.03

Multipliers for relative lumen values with other series color temperatures.

CCT Multipliers – 90CRI

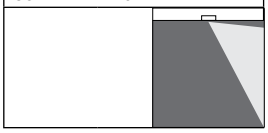
2700K	3000K	3500K	4000K	5000K
0.76	0.85	0.89	0.93	0.93

Multipliers for relative lumen values with other series color temperatures.

Note: Refer to IES files for more product data.

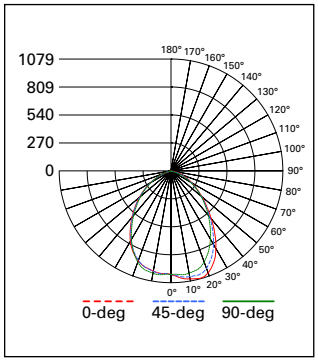
WALL WASH DISTRIBUTION - SPECULAR CLEAR FINISH, 2000 LUMEN MODEL, 80 CRI, 3500K

WALL WASH	
Test Number	P571729
Housing	HC420D010
Module	HM40525835
Reflector	41RWWC
Lumens	2094 Lm
Efficacy	104.7 Lm/W
SC	1.15



CANDLEPOWER DISTRIBUTION

Downlight



CANDELA TABLE	
Degrees Vertical	Candela
0	1005
5	1041
15	1079
25	980
35	743
45	494
55	312
65	180
75	80
85	10
90	0

ZONAL LUMEN SUMMARY		
Zone	Lumens	% Fixture
0-30	789	37.7
0-40	1221	58.3
0-60	1872	89.4
0-90	2094	100
90-180	0	0
0-180	2094	100

LUMINANCE	
Average Candela Degrees	Average 0° Luminance
45	86207
55	67159
65	52681
75	38173
85	13445

SC = Spacing Criteria, nominal for specular clear reflector, other may vary.

SINGLE UNIT FOOTCANDLES

	2.5' from wall (distance from fixture along wall)						
1	18.7	13.6	6.1	2.3	0.8	0.3	0.1
2	28.4	22.3	12.2	5.7	2.6	1.2	0.6
3	25.9	21.4	13.3	7.2	3.8	2	1.1
4	19.6	16.9	11.6	7	4.1	2.4	1.4
5	13.6	12.3	9.2	6.2	3.9	2.5	1.5
6	9.3	8.6	7	5.1	3.5	2.3	1.6
7	6.4	6.1	5.2	4.1	3	2.1	1.5
8	4.6	4.4	3.9	3.2	2.5	1.8	1.3
9	3.3	3.2	2.9	2.5	2	1.6	1.2
10	2.5	2.4	2.2	2	1.7	1.4	1.1

MULTIPLE UNIT FOOTCANDLES

	2.5' from wall (Distance from fixture along wall) 3			2.5' from wall (Distance from fixture along wall) 4		
1	21	18.8	21	19.5	12.1	19.5
2	34.1	34.1	34.1	31	24.4	31
3	33.1	34.4	33.1	29.7	26.5	29.7
4	26.7	28.7	26.7	23.7	23.3	23.7
5	19.8	21.7	19.8	17.5	18.5	17.5
6	14.4	15.8	14.4	12.8	14	12.8
7	10.5	11.4	10.5	9.4	10.4	9.4
8	7.8	8.3	7.8	7	7.7	7
9	5.8	6.2	5.8	5.4	5.9	5.4
10	4.4	4.7	4.4	4.1	4.5	4.1

Photometric Multipliers (Nominal Lumen Values)

500 Lumen	750 Lumen	1000 Lumen	1500 Lumen	2000 Lumen	2500 Lumen	3000 Lumen	3500 Lumen
0.33	0.44	0.54	0.74	1.00	1.24	1.54	1.85

4000 Lumen	4500 Lumen	5000 Lumen	5500 Lumen	6000 Lumen
2.15	2.28	2.44	2.52	2.62

Multipliers for relative lumen values with other series models.

Color Finish Multipliers

Finish code	C	H	W/WB	BB
Finish	Specular Clear	Semi-Specular	Matte White White Baffle	Black Baffle
Multiplier	1.00	0.94	0.88	0.76

Multipliers for relative lumen values with other color finishes.

CCT Multipliers – 80CRI

2700K	3000K	3500K	4000K	5000K
0.89	0.96	1.00	1.03	1.03

Multipliers for relative lumen values with other series color temperatures.

CCT Multipliers – 90CRI

2700K	3000K	3500K	4000K	5000K
0.76	0.85	0.89	0.93	0.93

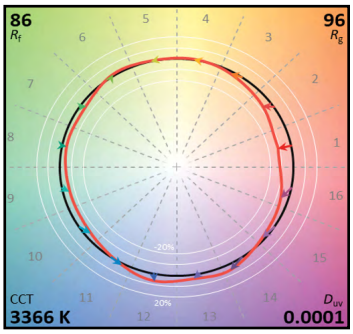
Multipliers for relative lumen values with other series color temperatures.

Note: Refer to IES files for more product data.

Energy & Performance Data

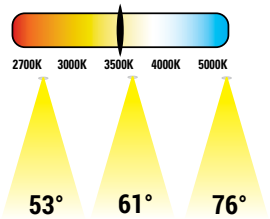
COLOR METRICS - TM-30-15 & CRI/CIE (3500K)

80 CRI Color Metric Summary - 3500K*

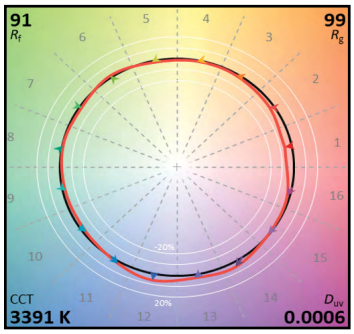


Reference Illuminant — Test Source

TM-30-15	Rf = 86
	Rg = 95.5
CRI/CIE	Ra = 83.8
	R9 = 10.3

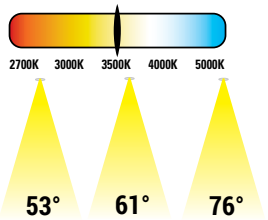


90 CRI Color Metric Summary - 3500K*



Reference Illuminant — Test Source

TM-30-15	Rf = 91.1
	Rg = 99
CRI/CIE	Ra = 92.4
	R9 = 55.1



* Color values are based on 61WDWB reflector, other finishes and field results may vary.

ENERGY DATA

Series	500 lumen		750 lumen		1000 lumen		1500 lumen		2000 lumen	
Input Voltage 120-277VAC	120V	277V	120V	277V	120V	277V	120V	277V	120V	277V
Input Current (A)	0.051	0.026	0.067	0.036	0.083	0.039	0.119	0.053	0.171	0.077
Input Power (W)	6.1	6.5	7.9	8.3	10	10.4	14.5	14.5	20.9	20.6
In-rush (A)	1.9	8.4	2	8.4	2.2	8.5	2.7	8.5	2.1	9.7
Inrush duration (µs)	251	135	237	133	250	134	250	139	245	131
THD (%)	6.2	13.5	7.4	8.8	5.4	10.3	10	6.7	6.5	7.9
PF	≥ 0.99	≥ 0.9	≥ 0.98	≥ 0.92	≥ 0.99	≥ 0.95	≥ 0.99	≥ 0.97	≥ 0.99	≥ 0.96

Series	2500 lumen		3000 lumen		3500 lumen		4000 lumen		4500 lumen	
Input Voltage 120-277VAC	120V	277V	120V	277V	120V	277V	120V	277V	120V	277V
Input Current (A)	0.23	0.103	0.24	0.107	0.292	0.152	0.351	0.159	0.384	0.172
Input Power (W)	27.5	27.5	28.6	28.5	34.6	35.1	42.1	42.1	45.9	45.6
In-rush (A)	2.5	5.6	2.5	11.6	3.4	13.9	3.1	14.7	3.1	14.8
Inrush duration (µs)	232	123	216	111	183	95	200	98	202	100
THD (%)	6.5	8.1	7.8	8.3	5.6	10	4.1	9.5	4.5	8.5
PF	≥ 0.99	≥ 0.96	≥ 0.99	≥ 0.96	≥ 0.99	≥ 0.93	≥ 0.99	≥ 0.94	≥ 0.99	≥ 0.95

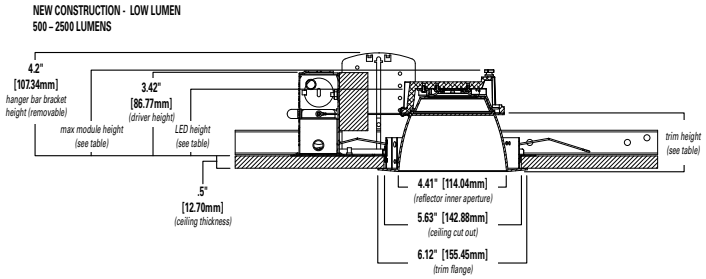
Series	5000 lumen		5500 lumen		6000 lumen	
Input Voltage 120-277VAC	120V	277V	120V	277V	120V	277V
Input Current (A)	0.419	0.186	0.457	0.201	0.489	0.214
Input Power (W)	50.1	49.5	54.6	53.7	58.4	57.4
In-rush (A)	3.1	15	3.2	14.8	3.4	14.8
Inrush duration (µs)	202	117	196	131	192	121
THD (%)	5.5	7.6	7	7.2	8.1	7.2
PF	≥ 0.99	≥ 0.96	≥ 0.99	≥ 0.96	≥ 0.99	≥ 0.97

Minimum starting temperature -30°C (-22°F)* (Nominal input 120-277VAC & 100% of rated output power)
Sound Rating: Class A standards

Notes:
* Emergency Battery packs are rated for a minimum starting temperature of 0°C.

Dimensional and Mounting Details

NEW CONSTRUCTIONS - LOW LUMEN 500 – 2500 LUMENS



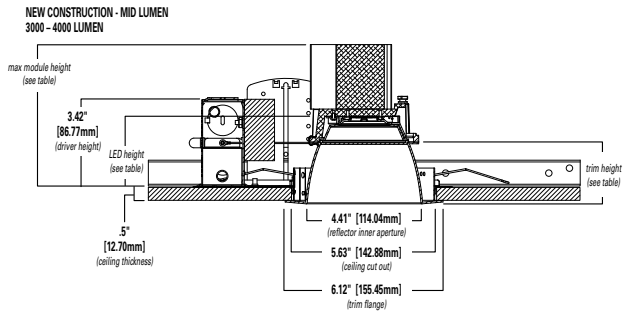
Low Lumen (500 – 2500 Lumens)*

Distribution	Max. Module Height	Trim Height	LED Height
Narrow	3.6"	2.5"	2.7"
Medium	3.7"	2.6"	2.8"
Wide	3.5"	2.4"	2.6"
Baffle	3.1"	2.4"	2.6"

*Max. height w/removable hanger bar bracket 4.2"

Low Lumen Module

NEW CONSTRUCTIONS - MID LUMEN 3000 – 4000 LUMENS

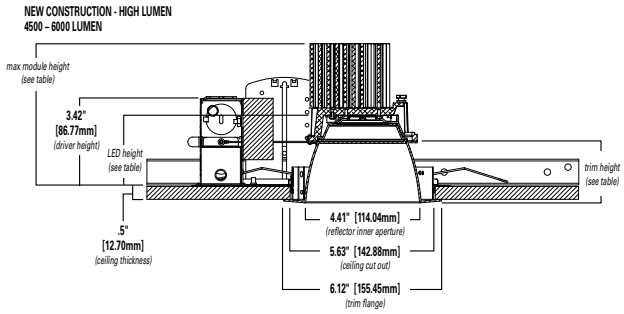


Mid Lumen (3000 – 4000 Lumens)

Distribution	Max. Module Height	Trim Height	LED Height
Narrow	5.6"	2.5"	2.9"
Medium	5.7"	2.6"	3.0"
Wide	5.5"	2.4"	2.8"
Baffle	5.5"	2.4"	2.8"

Mid Lumen Module

NEW CONSTRUCTIONS - HIGH LUMEN 4500 – 6000 LUMENS



High Lumen (4500 – 6000 Lumens)

Distribution	Max. Module Height	Trim Height	LED Height
Narrow	5.9"	2.5"	2.9"
Medium	6.0"	2.6"	3.0"
Wide	5.8"	2.4"	2.8"
Baffle	5.8"	2.4"	2.8"

High Lumen Module

Connected Solutions

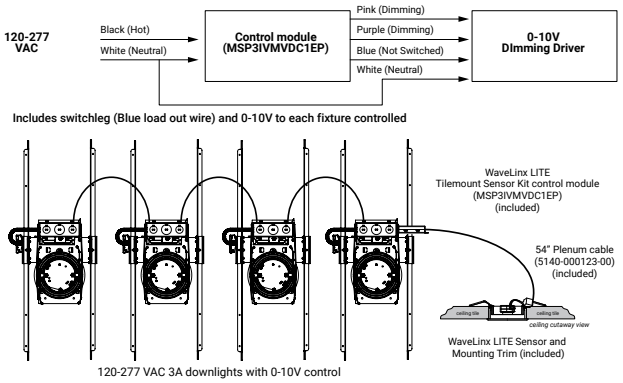
WaveLinx LITE - WTK Tilemount Sensor

WaveLinx LITE devices only compatible with the WaveLinx LITE system.

- Intuitive Android™ or Apple® iOS® app for basic system code compliant set up and configuration via Bluetooth
- Up to 28 unique areas per project site (WaveLinx LITE Bluetooth network)
- Up to 50 devices for an area, any one of 16 control zones, up to 6 occupancy sets, and custom lighting scenes
- Automatic occupancy or vacancy, sensor sensitivity, daylight dimming, etc. configurable through the app
- Refer to the WaveLinx system specifications for details

Device Security | Manual Dimmer | Occupancy Sensor | Daylighting Control | Manually Switched ON/OFF | Tuning Control | Lumen Maintenance Control | Scenes

WaveLinx LITE WTK Tilemount Wiring Diagram



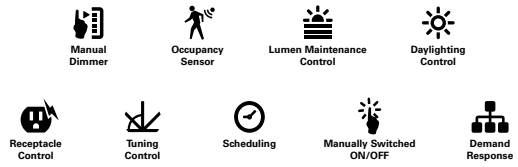
WaveLinx LITE Bluetooth Enabled System

WaveLinx PRO – WTA Tilemount Sensor

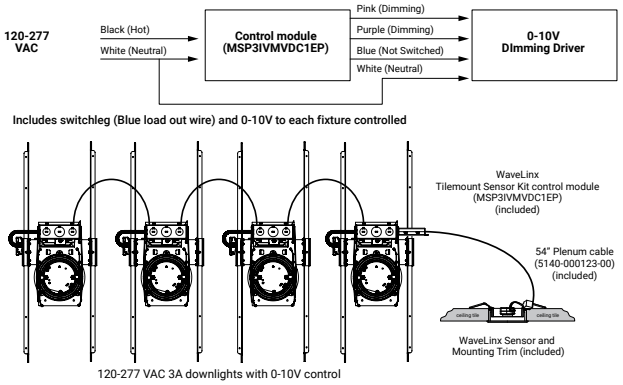
WaveLinx PRO devices only compatible with the WaveLinx PRO system.

- WaveLinx PRO tilemount functionality configures zones and customizes settings from one secure mobile app
- Automatic code commissioning that meets the strictest codes
- Fixtures and sensors integrate with Wireless Area Controller, Wall Stations, and Control Devices
- Stand-Alone Offices or Entire Building Network Installations

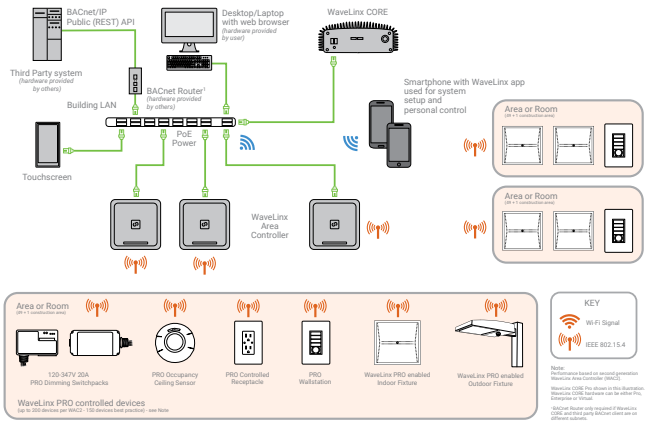
WaveLinx mobile app settings



WaveLinx WTA Tilemount Wiring Diagram



WaveLinx CORE Building Management Integration



Connected Solutions

WaveLinx LITE Wireless Node - WLN

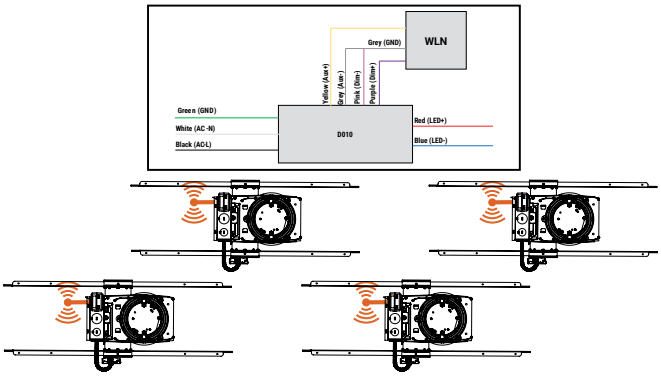
WaveLinx LITE devices only compatible with the WaveLinx LITE system.

- Intuitive Android™ or Apple® iOS® app for basic system code compliant set up and configuration via Bluetooth
- Up to 28 unique areas per project site (WaveLinx LITE Bluetooth network)
- Up to 50 devices for an area, any one of 16 control zones, up to 6 occupancy sets, and custom lighting scenes
- Refer to the WaveLinx system specifications for details

WaveLinx mobile app settings

Device Security · Manual Dimmer · Occupancy Sensor · Daylighting Control · Manually Switched ON/OFF · Tuning Control · Lumen Maintenance Control · Scenes

WaveLinx LITE Wireless Node (WLN) Wiring Diagram



WaveLinx LITE Bluetooth Enabled System

WaveLinx PRO Wireless Node - WPN

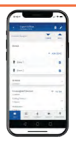
WaveLinx PRO devices only compatible with the WaveLinx PRO system.

- WaveLinx Wireless functionality configures zones and customizes settings from one secure mobile app
- Automatic code commissioning that meets the strictest codes
- Fixtures and sensors integrate with WaveLinx Area Controller, Wall Stations, and Control Devices
- Stand-Alone Offices or Entire Building Network Installations

Downlights with wireless communication
Highly efficient LED fixtures

WaveLinx Area Controller
Provides centralized coordination of multiple area control options

Wireless Wall Station/Receptacle
Provides customized wireless control of each area

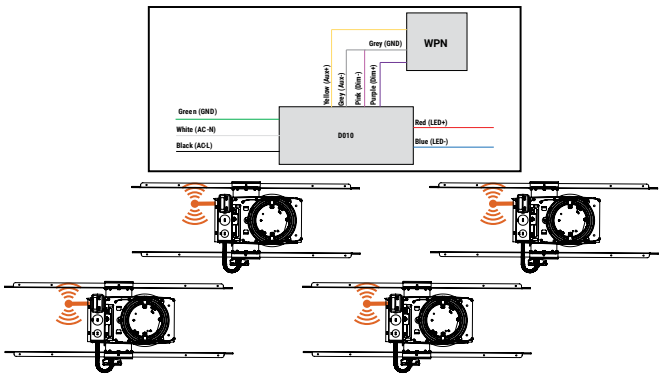


Mobile Applications
Provides personalized, local control from a tablet or smartphone

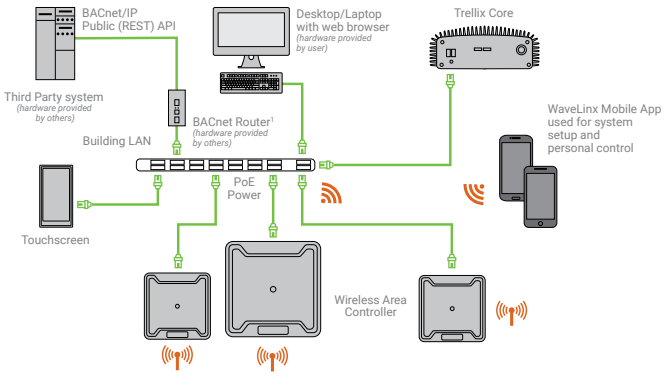
WaveLinx mobile app settings

Manual Dimmer · Occupancy Sensor · Lumen Maintenance Control · Daylighting Control · Receptacle Control · Tuning Control · Scheduling · Manually Switched ON/OFF · Demand Response

WaveLinx PRO Wireless Node (WPN) Wiring Diagram



WaveLinx CORE Building Management Integration



Cooper Lighting Solutions
1121 Highway 74 South
Peachtree City, GA 30269
P: 770-486-4800
www.cooperlighting.com

NV-1

AREA, SITE & ROADWAY

LED WATTAGE CHART

Drive Current	16L	32L	48L	64L
400 milliamps	21w	-	-	-
530 milliamps	28w	-	-	-
700 milliamps	36w-37w	71w	104w-105w	136w-139w
1050 milliamps	55w-56w	106w-107w	156w 157w	200w-207w

FORM AND FUNCTION

- Sleek, low profile housing
- Spec grade performance
- Engineered for optimum thermal management
- Low depreciation rate
- Reduces energy consumption and costs up to 65%
- Exceeds IES foot candle levels utilizing the least number of poles and fixtures per project
- Optical system designed for:
  - Parking Lots
  - Auto Dealerships
  - General Area Lighting

CONSTRUCTION

- Die Cast Aluminum
- External cooling fins
- Corrosion resistant external hardware
- One-piece silicone gasket ensures IP65 seal for electronics compartment
- One-piece Optics Plate™ mounting silicone Micro Optics
- Two-piece silicone Micro Optic system ensures IP67 level seal around each PCB
- Grade 2 Clear Anodized Optics Plate™ standard

FINISH

- 3-5 mils electrostatic powder coat.
- NLS' standard high-quality finishes prevent corrosion, protects against extreme environmental conditions

WARRANTY

Five-year limited warranty for drivers and LEDs.

BUY AMERICAN

To ensure the latest BAA/TAA/BABA Standards are being met, please select BAA, TAA, or BABA in the options section. Please contact the factory before placing an order for any NLS products requesting BAA (Buy American Act), TAA (Trade American Act), or BABA (Build America, Buy America).

Project Name:	Type:

NV-1 ORDERING GUIDE

Cat#	Light Dist.	# of LEDs	Drive Current	CCT	Voltage
NV-1 **(NV-1)**	Type 2 **(T2)** Type 3 **(T3)** Type 4 **(T4)** Type 4 Forward Throw Wide **(T4FTW)**[12] Type 5 **(T5)** Type 5 Wide **(T5W)** Nema 3 30º Narrow Beam **(N3)** Corner Distribution Left **(CDL)**[19] Corner Distribution Right **(CDR)**[19]	16 **(16L)** 32 **(32L)**[15] 48 **(48L)**[15] 64 **(64L)**[15]	400 **(40)** 530 **(53)** 700 **(7)** 1050 **(1)** 700 **(7)** 1050 **(1)** 700 **(7)** 1050 **(1)** 350 **(35)**[20] 530 **(53)** 700 **(7)** 1050 **(1)** Custom Drive Current **(CUS-MA-***)**[21] Specify	Amber 586-600nM **(AMBER)** [10, 12, 13] 2700K, 70 CRI **(27K7)** [6] 2700K, 80 CRI **(27K8)** [1, 6] 3000K, 70 CRI **(30K7)** [6] 3000K, 80 CRI **(30K8)** [1, 6] 3500K, 80 CRI **(35K8)** [1] 4000K, 70 CRI **(40K7)** 4000K, 80 CRI **(40K8)** [1] 5000K, 70 CRI **(50K7)** 5000K, 80 CRI **(50K8)** [1]	120-277 **(UNV)** 347-480 **(HV)**

Mounting	Color	Controls Options	Options	Lens Options
Architectural Sweep Arm **(ASA)** Direct Pole 3" Arm Single D180 **(DPS3)** [2] Direct Pole 7" Arm D180, D90, T90, T120, Quad **(DPS7)** [2] Knuckle Mount **(KM)** Wall Mount **(WM)** Trunnion Mount **(TM)** [3] Tennis Arm Mount **(TA)** Mast Arm Mount **(MA)** Quick Mount Bracket **(QMB)** Retrofit Mount Bracket **(RQMB)**	Bronze Textured **(BRZ)** White Textured **(WHT)** Smooth White Gloss **(SWT)** Silver Metallic **(SVR)** Black Textured **(BLK)** Smooth Black Gloss **(SBK)** Graphite Textured **(GPH)** Grey Textured **(GRY)** Green Textured **(GRN)** Hunter Green Textured **(HGN)** Custom **(CS)**	Photocell + Receptacle **(PCR)** Nema 7-Pin Receptacle **(PE7)** Receptacle + Shorting Cap **(PER)** **FSP-211 w/Motion Sensor/Photocell (120/277VAC, 230-240VAC)** 9'-20' Heights **(FSP-20)** [4, 16] 21'-40' Heights **(FSP-40)** [4, 16] **FSP-221 w/Motion Sensor/Photocell (100/347VAC, 208/ 230/480VAC)** 9'-20' Heights **(FSP-HV-20)** [17] 21'-40' Heights **(FSP-HV-40)** [17] Custom Controls Integration **(CCI)** [9] Button Type Photocell **(PC)** [4] FSP Remote **(FSIR)** [18]	Bird Spikes **(BS)** Marine Grade Finish **(MGF)** Optic Plate Painted to Match Fixture **(OPP)** ASA Round Pole Adaptor 3"-4" Pole **(RPA-ASA-4)** ASA Round Pole Adaptor 5"-6" Pole **(RPA-ASA-5)** Round Pole Adaptor 3"-4" Pole **(RPA4)** Round Pole Adaptor 5"-6" Pole **(RPA5)** Rotated Optic Left **(ROL)** Rotated Optic Right **(ROR)** Automotive House Side Shield **(AHS)** House Side Shield **(HSS)** [5] Black Optic Frame **(BOF)** Buy American Act **(BAA)** [11] Trade Agreement Act **(TAA)** [11] Build America Buy American **(BABA)** [11]	Glass Lens **(GL)** [7, 14] HAL Lens **(HAL)** [8, 14]

NOTES:

1. Consult Factory for Lead Time. Consult Factory for 90 CRI Requests.
2. For Round Pole Specify RPA4 or RPA5
3. Standard finish is stainless steel. Can be painted to match fixture.
4. Universal Voltage 120-277
5. HSS not applicable with Nema 2.
6. 3000K or lower, with fixed mounting options only, must be selected to meet International Dark-Sky Association certification.
7. Glass Lens: Low iron glass, fully tempered per ANSI C1047 (QCH-2201-37)
8. HAL Lens: Yellow Polycarbonate Lens – less than 2% Blue Light Content
9. Please contact Factory for Custom Control Integration requests (nLight, NX, WaveLinx, Crestron, DMX/RDM, Synapse, Casambi, Dali II, Avi-On, or other control systems)
10. Turtle Safe
11. Consult factory for all BAA/TAA/BABA requests
12. Consult Factory for Lead Time and estimated performance data.
13. Not Available above 700mA
14. Contact Factory
15. Available only in 700mA and 1050mA
16. FSP-211, 120V/277V, 230-240VAC (single phase), 50/60Hz
17. FSP-221, 100–347VAC (single phase) or 208/230/480VAC (phase-to-phase)
18. Projects with sensors require Qty. 1 FSIR per project
19. 64L ONLY
20. 16L ONLY
21. See estimated scaling chart for multiplier values to estimate lumen output. Please contact Factory to verify the estimated performance data.

NLS LIGHTING
701 Kingshill Place, Carson, CA 90746
Call Us Today (310) 341-2037
nlslighting.com

PRODUCT SPECIFICATIONS

ELECTRICAL

- 120-277 Volts (UNV) or 347-480 Volts (HV)
- 0-10V dimming driver
- Driver power factor at maximum load is ≥ .95, THD maximum load is 15%
- LED Drivers Ambient Temp. Min is -40°C and Ambient Temp. Max ranges from 50°C to 55°C. Consult the factory for revalidation by providing the fixture catalog string before quoting and specifying it
- All internal wiring UL certified for 600 VAC and 105°C
- All drivers, controls, and sensors housed in enclosed IP65 compartment
- CRI 70, 80 or 90 (Contact factory for 90 CRI)
- Color temperatures: Amber, 2700K, 3000K, 3500K, 4000K, 5000K
- Surge Protection: 20KVA supplied as standard

CONSTRUCTION

- Die Cast Aluminum
- External cooling fins
- Corrosion resistant external hardware
- One-piece silicone gasket ensures IP65 seal for electronics compartment
- One-piece Optics Plate™ mounting silicone Micro Optics
- Two-piece silicone Micro Optic system ensures IP67 level seal around each PCB
- Grade 2 Clear Anodized Optics Plate™ standard

OPTIONS

- BIRD SPIKES (BS) - Offers a practical and humane deterrent for larger bird species and provides a cost-effective long-term solution to nuisance bird infestations and protects your property
- MARINE GRADE FINISH (MGF) - A multi-step process creating protective finishing coat against harsh environments. Chemically washed in a 5 stage cleaning system. Pre-baked, Powder coated 3-5 mils of Zinc Rich Super Durable Polyester Primer. Oven Baked. Finished Powder Coating of Super Durable Polyester Powder Coat 3-5 mil thickness
- OPTIC PLATE PAINTED TO MATCH FIXTURE (OPP) - Optic plate is clear anodized as standard. The optic plate can be powder coated to match the finish of the fixture.
- QUICK MOUNT BRACKET (QMB) - Optional Cast Aluminum Bracket designed for quick mounting on Direct Square or Round Poles. Cleat mounts directly to pole for easily hung fixtures. Has a 2"x4" Drill Pattern
- RETROFIT MOUNT BRACKET - Optional Cast Aluminum Bracket designed for quick mounting on Direct Square or Round Poles. Cleat mounts directly to pole for easily hung fixtures. Drill Pattern is adjustable from 2"x4" to 2"x6"
- ROUND POLE ADAPTER (RPA) - When using round poles, specify Round Pole Adapter (RPA). Specify RPA4 when installing on 3"-4" round poles, and RPA5 when installing on 5"-6" round poles
- ROTATED OPTICS (ROL) (ROR) - Rotated optics are designed for perimeter lighting for auto dealerships
- HOUSE SIDE SHIELD (HSS) Designed for full property line cut-off
- BLACK OPTIC FRAME (BOF) - Optional black optic frame. (includes black hardware) Standard is white
- GLASS LENS (GL) - Low Iron Glass, fully tempered
- HAL LENS (HAL) - High Performance Yellow Polycarbonate Lens – less than 2% Blue Light Content

CONTROL OPTIONS

- **FSP-211 w/Motion Sensor/Photocell (120/277VAC, 230-240VAC)**
  (FSP-X) - Passive infrared (PIR) sensor providing multi-level control based on motion/daylight contribution.
- **FSP-221 w/Motion Sensor/Photocell (100-347VAC, 208/230/480VAC)**
  (FSP-HV-X) - Passive infrared (PIR) sensor providing multi-level control based on motion/daylight contribution.
- All control parameters adjustable via wireless configuration remote storing and transmitting sensor profiles
- FSP-8 mounting heights 8 feet and below
- FSP-20 mounting heights 9-20 feet
- FSP-40 mounting heights 21-40 feet
- Includes 5 dimming event cycles, 0-10V dimming with motion sensing, re-programmable in the field
- FSIR-100 commissioning remote is required to change sensor settings. Please contact factory for ordering
- NEMA 7-PIN RECEPTACLE (PE7)—An ANSI C136.41-2013 receptacle provides electrical and mechanical interconnection between photo control cell and luminaire. Dimming receptacle available two or four dimming contacts supports 0-10 VDC dimming methods or Digital Addressable Lighting Interface (DALI), providing reliable power interconnect
- PHOTOCELL + RECEPTACLE (PCR)–7-Pin Receptacle and Electronic Twist Lock Photocell for dusk to dawn operation
- RECEPTACLE + SHORTING CAP (PER)–7-Pin Receptacle and Shorting Cap
- Controls Agnostic: Please contact factory for your preferred controls option. (nLight, NX, WaveLinx, Crestron, DMX/RDM, Synapse, Casambi, DALI II, Avi-On, or other control systems)

FINISH

- 3-5 mils electrostatic powder coat
- NLS Light's standard high-quality finishes prevent corrosion protects against and extreme environmental conditions

WARRANTY

Five-year limited warranty for drivers and LEDs.

OPTICS

Silicone optics high thermal stability and light output provide higher powered LEDs with minimized lumen depreciation. UV stability with scratch resistance increases exterior application durability. Silicone optics do not yellow, crack or brittle over time

LISTINGS

- UL Listed in compliance with UL 1598, the Standard for Safety of Luminaires, including the applicable wet location requirements
- Compliant with UL 8750 LED driver design and test safety standards
- CSA C22.2 No. 250.0
- DesignLights Consortium® (DLC)
- DesignLights Consortium Premium® (DLCP)
- IP65/ IP67 Rated
- 3G Vibration Rated per ANSI C136.31-2010
- IDA Dark Sky Approved
- IK10 Rated

BUY AMERICAN OPTION

While all of the NLS Lighting products listed in this document qualify for the Buy America(n) Act of 1933, we reserve the right to change our listings without notice.

The information provided above is for general informational purposes only. We encourage you to consult legal professionals for advice particular to your projects concerning BAA, TAA, BABA or Buy America.

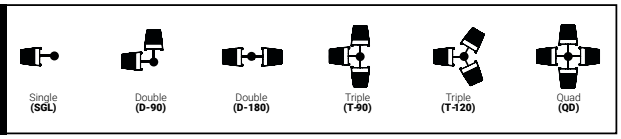
Additional NLS Products that meet BAA, TAA standards can be found at the following link:

https://nlslighting.com/buy-american/

The information and specifications on this document are subject to change without any notification. All values are design, nominal, typical or prorated values when measured under internal and external laboratory conditions.

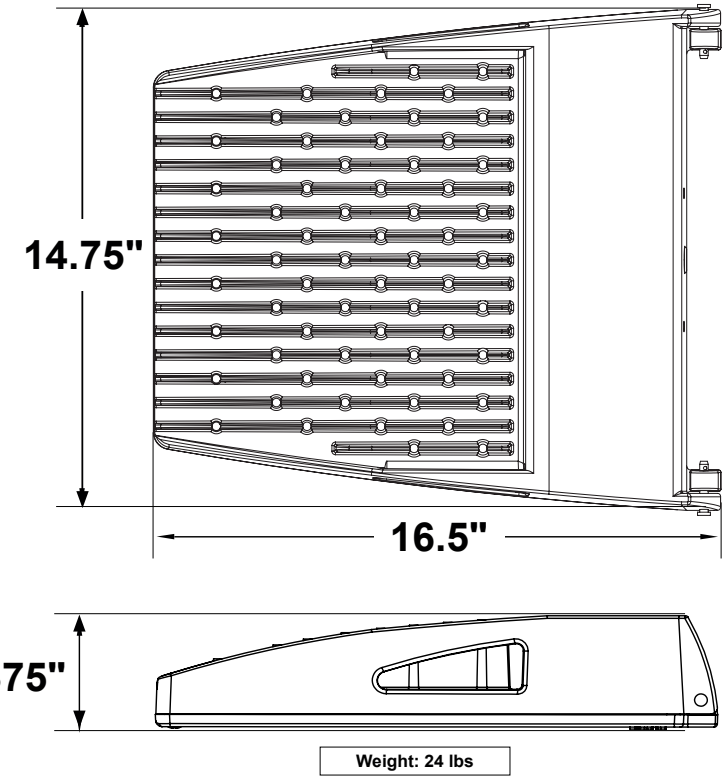
PRODUCT SPECIFICATIONS

MOUNTING CONFIGURATION



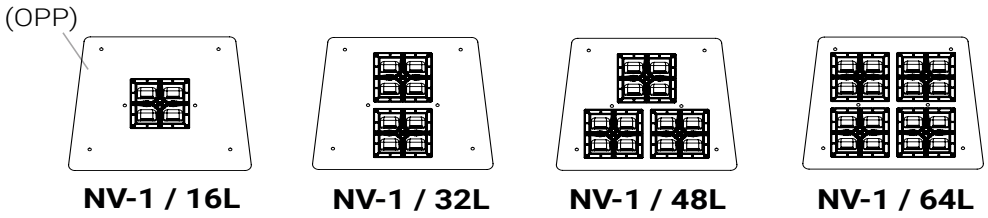
EPA

EPA	SGL	D90	D180	T90	T120	QD
NV-1-DP3	0.46	-	0.92	-	-	-
NV-1-DP7	-	1.14	1.05	1.34	1.37	1.34
NV-1-KM	0.54	N/A	1.08	N/A	N/A	N/A
NV-1-ASA	0.75	1.29	1.50	1.99	2.05	1.99



OPTICAL CONFIGURATIONS

Rotatable Optics (ROR) Rotated Right, (ROL) Rotated Left options available. Optics field and factory rotatable.

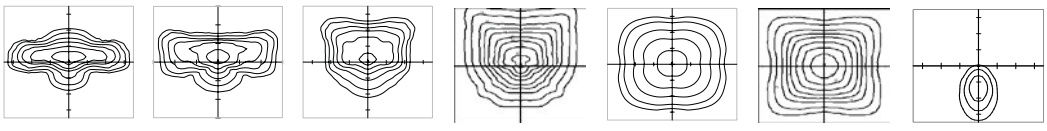


* OPTIC PLATE PAINTED TO MATCH FIXTURE FINISH (OPP)– Optic Plate standard clear anodized, Grade 2. When (OPP) specified, Optic Plate finish will match fixture finish.

OPTICS

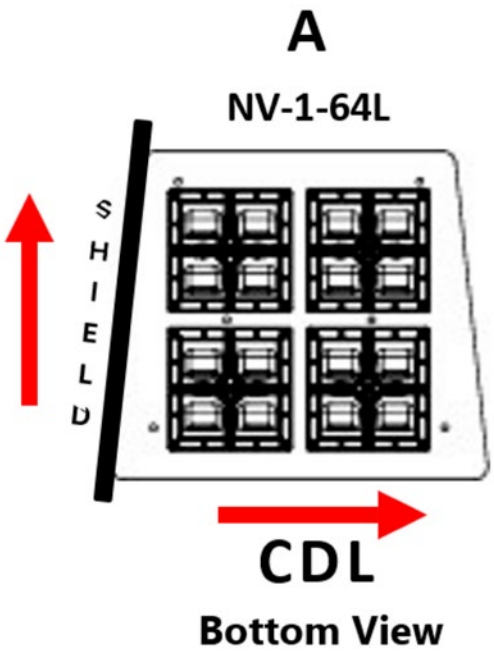
Silicone optics high photothermal stability and light output provides higher powered LEDs with minimized lumen depreciation LED life. UV and thermal stability with scratch resistance increases exterior application durability.

IES Types

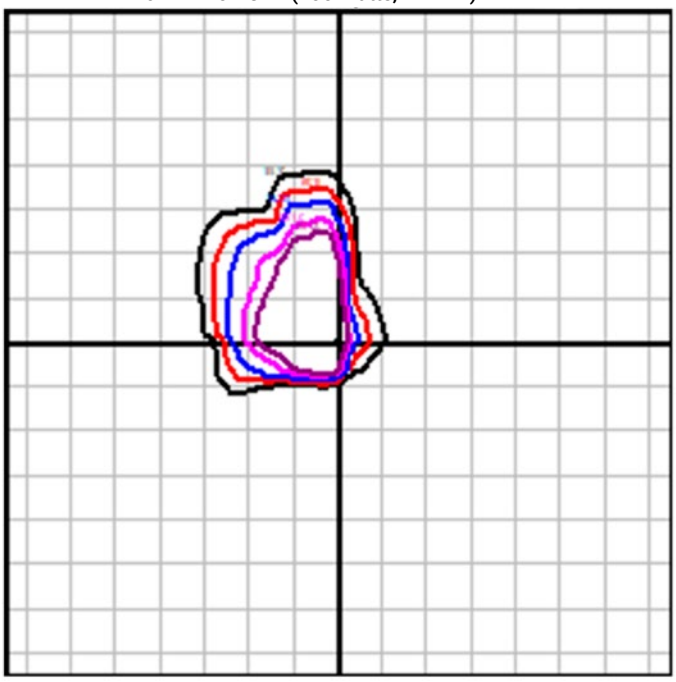


OPTICAL CONFIGURATIONS (CONTINUED) - Corner Optics (CDL/CDR)

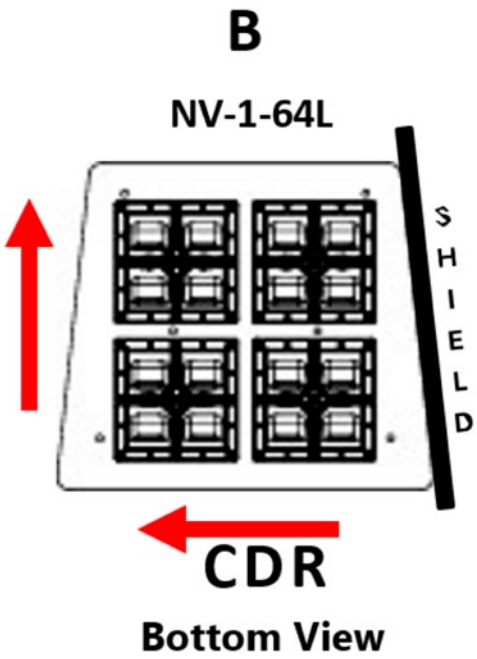
Blended optical distributions include a HSS over the optic and are aimed forward. Fixtures also feature an external side mounted shield.



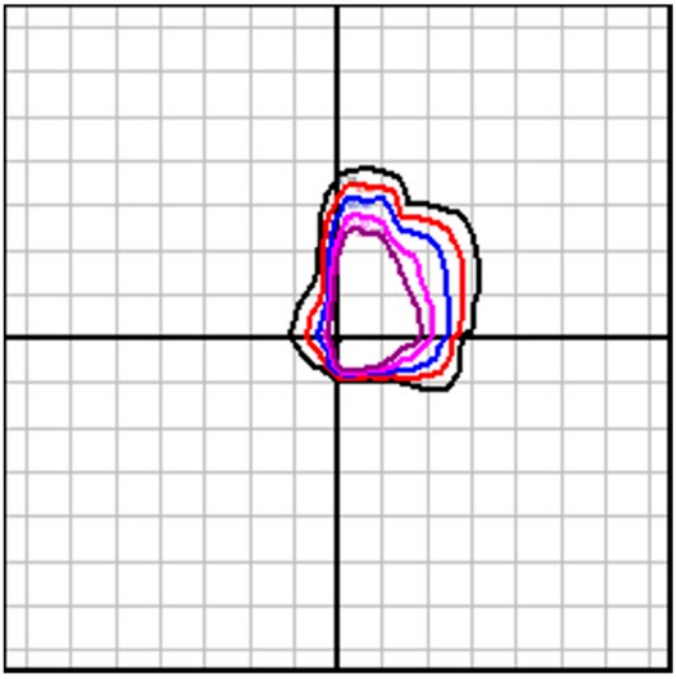
NV-64L-1-40K-CDL (205 Watts, 49LPW)



Mounting Height is 15ft, each sq equals 1 mounting height.

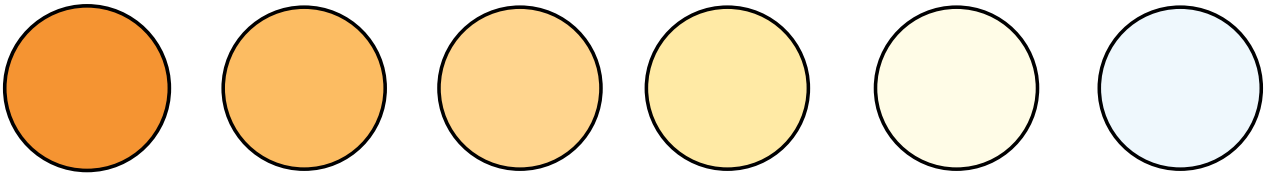


NV-64L-1-40K-CDR (205 Watts, 49LPW)



Mounting Height is 15ft, each sq equals 1 mounting height.

LED KELVIN RANGE



AMBER
585-600 nm

2700K 70 CRI

3000K 70 CRI

3500K 80 CRI

4000K 70 CRI

5000K 70 CRI

Color	Dominant or Peak Wavelength Range (nm)	
	Minimum	Maximum
Amber	585	600

LUMEN MAINTENANCE DATA							
Ambient Temperature	Drive Current	L90 Hours*	L70 Hours**	30,000 Hours*	50,000 Hours*	60,00 Hours*	100,000 Hours**
25°C	Up to 700mA	58,000	173,000	95.7%	91.6%	89.6%	82.1%
	1050mA	48,000	143,000	94.3%	89.5%	87.2%	78.5%
*Reported extrapolations per IESNA TM-21				**Projected extrapolations per IESNA TM-21			

MULTIPLIERS FOR 70/80/90 CRI (Scaling Factor from 5000K 70 CRI)			
CCT	**70 CRI**	**80 CRI**	**90 CRI**
2700K	0.840	0.737	0.609
3000K	0.975	0.776	0.640
3500K	0.890	0.800	0.659
4000K	1.000	0.815	0.679
5000K	1.000	0.830	0.710

LUMEN CHARTS - STANDARD OPTICS

LUMEN CHART STANDARD SILICONE OPTICS											
PART NUMBER	N3	LPW	T2	LPW	T3	LPW	T4	LPW	T5	LPW	WATTS
NV-1-16L-40-27K7	1749	83	2324	111	2342	112	2307	110	2360	112	21
NV-1-16L-40-30K7	2037	97	2333	111	2532	121	2316	110	2552	122	21
NV-1-16L-40-40K7	2436	116	2715	129	2736	130	2695	128	2757	131	21
NV-1-16L-40-50K7	2520	120	2715	129	2736	130	2695	128	2757	131	21
NV-1-16L-53-27K7	2543	91	2588	92	3015	108	2920	104	3041	109	28
NV-1-16L-53-30K7	3136	112	3192	114	3220	115	3119	111	3248	116	28
NV-1-16L-53-40K7	3248	116	3472	124	3472	124	3444	123	3500	125	28
NV-1-16L-53-50K7	3360	120	3612	129	3640	130	3584	128	3668	131	28
NV-1-16L-7-27K7	3269	91	3327	92	3876	108	3755	104	3910	109	36
NV-1-16L-7-30K7	4032	112	3960	110	3960	110	3973	110	3996	111	36
NV-1-16L-7-40K7	4176	116	4428	123	4284	119	4212	117	4320	120	36
NV-1-16L-7-50K7	4320	120	4644	129	4500	125	4428	123	4500	125	36
NV-1-16L-1-27K7	5085	91	5176	92	6030	108	5841	104	6082	109	56
NV-1-16L-1-30K7	6272	112	6160	110	6384	114	6232	111	6440	115	56
NV-1-16L-1-40K7	6496	116	6832	122	6888	123	6776	121	6944	124	56
NV-1-16L-1-50K7	6720	120	7168	128	7224	129	7112	127	7280	130	56
NV-1-32L-7-27K7	6447	91	7313	103	7313	103	7246	102	7379	104	71
NV-1-32L-7-30K7	7952	112	7810	110	7810	110	7739	109	7881	111	71
NV-1-32L-7-40K7	8236	116	9017	127	8449	119	8307	117	8520	120	71
NV-1-32L-7-50K7	8520	120	9159	129	8875	125	8733	123	8946	126	71
NV-1-32L-1-27K7	11116	105	10917	103	11314	107	11067	104	11414	108	106
NV-1-32L-1-30K7	11872	112	11660	110	12084	114	11820	112	12190	115	106
NV-1-32L-1-40K7	12296	116	12932	122	13038	123	12826	121	13144	124	106
NV-1-32L-1-50K7	12720	120	13568	128	13674	129	13462	127	13780	130	106
NV-1-48L-7-27K7	10906	105	10711	103	10711	103	10614	102	10809	104	104
NV-1-48L-7-30K7	11648	112	11440	110	11440	110	11336	109	11544	111	104
NV-1-48L-7-40K7	12064	116	13208	127	12376	119	12168	117	12480	120	104
NV-1-48L-7-50K7	12480	120	13520	130	13000	125	12792	123	13104	126	104
NV-1-48L-1-27K7	16359	105	16067	103	16651	107	16359	105	16798	108	156
NV-1-48L-1-30K7	17472	112	17160	110	17784	114	17472	112	17940	115	156
NV-1-48L-1-40K7	18096	116	19032	122	19188	123	18876	121	19344	124	156
NV-1-48L-1-50K7	18720	120	19968	128	20124	129	19812	127	20280	130	156
NV-1-64L-7-27K7	14262	105	14007	103	14007	103	13880	102	14135	104	136
NV-1-64L-7-30K7	15232	112	14960	110	14960	110	14824	109	15096	111	136
NV-1-64L-7-40K7	15776	116	17272	127	16184	119	15912	117	16320	120	136
NV-1-64L-7-50K7	16320	120	17680	130	17000	125	16728	123	17136	126	136
NV-1-64L-1-27K7	21252	106	21114	106	21882	109	21498	107	22074	110	200
NV-1-64L-1-30K7	22960	115	22550	113	23370	117	22960	115	23575	118	200
NV-1-64L-1-40K7	23780	119	25010	125	25215	126	24805	124	25420	127	200
NV-1-64L-1-50K7	24600	123	26240	131	26445	132	26035	130	26650	133	200

LUMEN CHART T4FTW OPTIMIZED SILICONE OPTICS			
PART NUMBER	T4FTW	LM/W	WATTAGE
NV-1-16L-40-27K7	2247	107	21
NV-1-16L-40-30K7	2429	116	21
NV-1-16L-40-40K7	2625	125	21
NV-1-16L-40-50K7	2625	125	21
NV-1-16L-53-27K7	2660	95	28
NV-1-16L-53-30K7	2876	103	28
NV-1-16L-53-40K7	3248	116	28
NV-1-16L-53-50K7	3248	116	28
NV-1-16L-7-27K7	3297	92	36
NV-1-16L-7-30K7	3565	99	36
NV-1-16L-7-40K7	3852	107	36
NV-1-16L-7-50K7	3852	107	36
NV-1-16L-1-27K7	5038	90	56
NV-1-16L-1-30K7	5447	97	56
NV-1-16L-1-40K7	5886	105	56
NV-1-16L-1-50K7	5886	105	56
NV-1-32L-7-27K7	6442	91	71
NV-1-32L-7-30K7	6965	98	71
NV-1-32L-7-40K7	7526	106	71
NV-1-32L-7-50K7	7526	106	71
NV-1-32L-1-27K7	9462	88	107
NV-1-32L-1-30K7	10230	95	107
NV-1-32L-1-40K7	11054	103	107
NV-1-32L-1-50K7	11054	103	107
NV-1-48L-7-27K7	9793	94	104
NV-1-48L-7-30K7	10588	102	104
NV-1-48L-7-40K7	11440	110	104
NV-1-48L-7-50K7	11440	110	104
NV-1-48L-1-27K7	14416	93	155
NV-1-48L-1-30K7	15586	101	155
NV-1-48L-1-40K7	16841	109	155
NV-1-48L-1-50K7	16841	109	155

LUMEN CHART T5W OPTIMIZED SILICONE OPTICS			
PART NUMBER	T5W	LM/W	WATTAGE
NV-1-16L-40-27K7	2489	119	21
NV-1-16L-40-30K7	2788	133	21
NV-1-16L-40-40K7	2908	138	21
NV-1-16L-40-50K7	2908	138	21
NV-1-16L-53-27K7	3427	122	28
NV-1-16L-53-30K7	3706	132	28
NV-1-16L-53-40K7	4004	143	28
NV-1-16L-53-50K7	4004	143	28
NV-1-16L-7-27K7	4376	122	36
NV-1-16L-7-30K7	4731	131	36
NV-1-16L-7-40K7	5112	142	36
NV-1-16L-7-50K7	5112	142	36
NV-1-16L-1-27K7	6061	108	56
NV-1-16L-1-30K7	6553	117	56
NV-1-16L-1-40K7	7081	126	56
NV-1-16L-1-50K7	7081	126	56
NV-1-32L-7-27K7	8873	125	71
NV-1-32L-7-30K7	9594	135	71
NV-1-32L-7-40K7	10366	146	71
NV-1-32L-7-50K7	10366	146	71
NV-1-32L-1-27K7	11794	110	107
NV-1-32L-1-30K7	12752	119	107
NV-1-32L-1-40K7	13778	129	107
NV-1-32L-1-50K7	13778	129	107
NV-1-48L-7-27K7	12730	122	104
NV-1-48L-7-30K7	13764	132	104
NV-1-48L-7-40K7	14872	143	104
NV-1-48L-7-50K7	14872	143	104
NV-1-48L-1-27K7	16981	108	157
NV-1-48L-1-30K7	18360	117	157
NV-1-48L-1-40K7	19838	126	157
NV-1-48L-1-50K7	19838	126	157

LUMEN CHART T4FTW OPTIMIZED SILICONE OPTICS			
PART NUMBER	T4FTW	LPW	WATTS
NV-1-64L-35-27K7	8133	120	68
NV-1-64L-35-30K7	8793	129	68
NV-1-64L-35-40K7	9501	140	68
NV-1-64L-35-50K7	9501	140	68
NV-1-64L-53-27K7	11462	111	103
NV-1-64L-53-30K7	12392	120	103
NV-1-64L-53-40K7	13390	130	103
NV-1-64L-53-50K7	13390	130	103
NV-1-64L-7-27K7	14293	103	139
NV-1-64L-7-30K7	15453	111	139
NV-1-64L-7-40K7	16697	120	139
NV-1-64L-7-50K7	16697	120	139
NV-1-64L-1-27K7	20931	101	207
NV-1-64L-1-30K7	22630	109	207
NV-1-64L-1-40K7	24452	118	207
NV-1-64L-1-50K7	24452	118	207

LUMEN CHART T5W OPTIMIZED SILICONE OPTICS			
PART NUMBER	T5W	LPW	WATTS
NV-1-64L-35-27K7	8526	125	68
NV-1-64L-35-30K7	9218	136	68
NV-1-64L-35-40K7	9960	146	68
NV-1-64L-35-50K7	9960	146	68
NV-1-64L-53-27K7	12745	124	103
NV-1-64L-53-30K7	13780	134	103
NV-1-64L-53-40K7	14890	145	103
NV-1-64L-53-50K7	14890	145	103
NV-1-64L-7-27K7	17061	122	139
NV-1-64L-7-30K7	18446	132	139
NV-1-64L-7-40K7	19931	143	139
NV-1-64L-7-50K7	19931	143	139
NV-1-64L-1-27K7	22567	109	207
NV-1-64L-1-30K7	24399	118	207
NV-1-64L-1-40K7	26363	127	207
NV-1-64L-1-50K7	26363	127	207

BUG RATINGS - STANDARD OPTICS

BUG RATING CHART STANDARD SILICONE OPTICS					
PART NUMBER	N3	T2	T3	T4	T5
NV-1-16L-40-27K7	B3-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B2-U0-G0
NV-1-16L-40-30K7	B3-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B2-U0-G0
NV-1-16L-40-40K7	B3-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B2-U0-G1
NV-1-16L-40-50K7	B3-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B2-U0-G1
NV-1-16L-53-27K7	B3-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B2-U0-G1
NV-1-16L-53-30K7	B3-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B2-U0-G1
NV-1-16L-53-40K7	B3-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B2-U0-G1
NV-1-16L-53-50K7	B3-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B2-U0-G1
NV-1-16L-7-27K7	B3-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B3-U0-G1
NV-1-16L-7-30K7	B3-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B3-U0-G1
NV-1-16L-7-40K7	B3-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B3-U0-G1
NV-1-16L-7-50K7	B3-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B3-U0-G1
NV-1-16L-1-27K7	B3-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B3-U0-G1
NV-1-16L-1-30K7	B3-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B3-U0-G1
NV-1-16L-1-40K7	B3-U0-G1	B1-U0-G1	B2-U0-G2	B2-U0-G2	B3-U0-G2
NV-1-16L-1-50K7	B3-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G2
NV-1-32L-7-27K7	B4-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G2
NV-1-32L-7-30K7	B4-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G2
NV-1-32L-7-40K7	B4-U0-G1	B1-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G2
NV-1-32L-7-50K7	B4-U0-G1	B2-U0-G2	B2-U0-G2	B2-U0-G2	B3-U0-G2
NV-1-32L-1-27K7	B4-U0-G1	B2-U0-G2	B2-U0-G2	B2-U0-G2	B4-U0-G2
NV-1-32L-1-30K7	B4-U0-G1	B2-U0-G2	B2-U0-G2	B2-U0-G2	B4-U0-G2
NV-1-32L-1-40K7	B4-U0-G1	B2-U0-G2	B2-U0-G2	B3-U0-G2	B4-U0-G2
NV-1-32L-1-50K7	B4-U0-G1	B2-U0-G2	B3-U0-G3	B3-U0-G3	B4-U0-G2
NV-1-48L-7-27K7	B4-U0-G1	B2-U0-G2	B2-U0-G2	B2-U0-G2	B4-U0-G2
NV-1-48L-7-30K7	B4-U0-G1	B2-U0-G2	B2-U0-G2	B2-U0-G2	B4-U0-G2
NV-1-48L-7-40K7	B4-U0-G1	B2-U0-G2	B2-U0-G2	B3-U0-G2	B4-U0-G2
NV-1-48L-7-50K7	B4-U0-G1	B2-U0-G2	B3-U0-G3	B3-U0-G3	B4-U0-G2
NV-1-48L-1-27K7	B5-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B4-U0-G2
NV-1-48L-1-30K7	B5-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B4-U0-G2
NV-1-48L-1-40K7	B5-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B5-U0-G3
NV-1-48L-1-50K7	B5-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B5-U0-G3
NV-1-64L-7-27K7	B4-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3	B4-U0-G2
NV-1-64L-7-30K7	B4-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3	B4-U0-G2
NV-1-64L-7-40K7	B5-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B4-U0-G2
NV-1-64L-7-50K7	B5-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B4-U0-G2
NV-1-64L-1-27K7	B5-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B5-U0-G3
NV-1-64L-1-30K7	B5-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B5-U0-G3
NV-1-64L-1-40K7	B5-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G4	B5-U0-G3
NV-1-64L-1-50K7	B5-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G4	B5-U0-G3

BUG RATING CHART T4FTW & T5W OPTIMIZED OPTICS		
PART NUMBER	T4FTW	T5W
NV-1-16L-40-27K7	B1-U0-G2	B2-U0-G1
NV-1-16L-40-30K7	B1-U0-G2	B2-U0-G1
NV-1-16L-40-40K7	B1-U0-G2	B2-U0-G1
NV-1-16L-40-50K7	B1-U0-G2	B2-U0-G1
NV-1-16L-53-27K7	B1-U0-G2	B3-U0-G1
NV-1-16L-53-30K7	B1-U0-G2	B3-U0-G1
NV-1-16L-53-40K7	B1-U0-G2	B3-U0-G2
NV-1-16L-53-50K7	B1-U0-G2	B3-U0-G2
NV-1-16L-7-27K7	B1-U0-G2	B3-U0-G2
NV-1-16L-7-30K7	B1-U0-G2	B3-U0-G2
NV-1-16L-7-40K7	B1-U0-G2	B3-U0-G2
NV-1-16L-7-50K7	B1-U0-G2	B3-U0-G2
NV-1-16L-1-27K7	B1-U0-G2	B3-U0-G2
NV-1-16L-1-30K7	B1-U0-G2	B3-U0-G2
NV-1-16L-1-40K7	B1-U0-G2	B3-U0-G2
NV-1-16L-1-50K7	B1-U0-G2	B3-U0-G2
NV-1-32L-7-27K7	B2-U0-G3	B4-U0-G2
NV-1-32L-7-30K7	B2-U0-G3	B4-U0-G2
NV-1-32L-7-40K7	B2-U0-G3	B4-U0-G2
NV-1-32L-7-50K7	B2-U0-G3	B4-U0-G2
NV-1-32L-1-27K7	B2-U0-G3	B4-U0-G3
NV-1-32L-1-30K7	B2-U0-G3	B4-U0-G3
NV-1-32L-1-40K7	B2-U0-G3	B4-U0-G3
NV-1-32L-1-50K7	B2-U0-G3	B4-U0-G3
NV-1-48L-7-27K7	B2-U0-G3	B4-U0-G3
NV-1-48L-7-30K7	B2-U0-G3	B4-U0-G3
NV-1-48L-7-40K7	B3-U0-G4	B4-U0-G3
NV-1-48L-7-50K7	B3-U0-G4	B4-U0-G3
NV-1-48L-1-27K7	B3-U0-G4	B4-U0-G3
NV-1-48L-1-30K7	B3-U0-G4	B5-U0-G3
NV-1-48L-1-40K7	B3-U0-G4	B5-U0-G3
NV-1-48L-1-50K7	B3-U0-G4	B5-U0-G3
NV-1-64L-7-27K7	B3-U0-G4	B4-U0-G3
NV-1-64L-7-30K7	B3-U0-G4	B5-U0-G3
NV-1-64L-7-40K7	B3-U0-G4	B5-U0-G3
NV-1-64L-7-50K7	B3-U0-G4	B5-U0-G3
NV-1-64L-1-27K7	B3-U0-G4	B5-U0-G3
NV-1-64L-1-30K7	B3-U0-G4	B5-U0-G3
NV-1-64L-1-40K7	B3-U0-G4	B5-U0-G4
NV-1-64L-1-50K7	B3-U0-G4	B5-U0-G4

LUMEN CHARTS - SHIELDED OPTICS

LUMENS											
PART NUMBER	T2 HSS	LM/W	T3 HSS	LM/W	T4 HSS	LM/W	CDL*	LM/W	CDR*	LM/W	WATTAGE
NV-1-16L-40-27K7	1,386	66	1,336	64	1,343	64	-	-	-	-	21
NV-1-16L-40-30K7	1,499	71	1,445	69	1,452	69	-	-	-	-	21
NV-1-16L-40-40K7	1,620	77	1,561	74	1,569	75	-	-	-	-	21
NV-1-16L-40-50K7	1,620	77	1,561	74	1,569	75	-	-	-	-	21
NV-1-16L-53-27K7	1,837	66	1,771	63	1,780	64	-	-	-	-	28
NV-1-16L-53-30K7	1,986	71	1,914	68	1,924	69	-	-	-	-	28
NV-1-16L-53-40K7	2,146	77	2,068	74	2,079	74	-	-	-	-	28
NV-1-16L-53-50K7	2,146	77	2,068	74	2,079	74	-	-	-	-	28
NV-1-16L-7-27K7	2,426	67	2,338	65	2,350	65	-	-	-	-	36
NV-1-16L-7-30K7	2,623	73	2,528	70	2,541	71	-	-	-	-	36
NV-1-16L-7-40K7	2,835	79	2,732	76	2,746	76	-	-	-	-	36
NV-1-16L-7-50K7	2,835	79	2,732	76	2,746	76	-	-	-	-	36
NV-1-16L-1-27K7	3,639	65	3,508	63	3,526	63	-	-	-	-	56
NV-1-16L-1-30K7	3,935	70	3,792	68	3,812	68	-	-	-	-	56
NV-1-16L-1-40K7	4,252	76	4,098	73	4,119	74	-	-	-	-	56
NV-1-16L-1-50K7	4,252	76	4,098	73	4,119	74	-	-	-	-	56
NV-1-32L-7-27K7	4,853	68	4,677	66	4,701	66	-	-	-	-	71
NV-1-32L-7-30K7	5,247	74	5,057	71	5,083	72	-	-	-	-	71
NV-1-32L-7-40K7	5,669	80	5,464	77	5,492	77	-	-	-	-	71
NV-1-32L-7-50K7	5,669	80	5,464	77	5,492	77	-	-	-	-	71
NV-1-32L-1-27K7	7,279	69	7,015	66	7,051	67	-	-	-	-	106
NV-1-32L-1-30K7	7,870	74	7,585	72	7,624	72	-	-	-	-	106
NV-1-32L-1-40K7	8,504	80	8,196	77	8,238	78	-	-	-	-	106
NV-1-32L-1-50K7	8,504	80	8,196	77	8,238	78	-	-	-	-	106
NV-1-48L-7-27K7	7,279	70	7,015	67	7,051	68	-	-	-	-	104
NV-1-48L-7-30K7	7,870	76	7,585	73	7,624	73	-	-	-	-	104
NV-1-48L-7-40K7	8,504	82	8,196	79	8,238	79	-	-	-	-	104
NV-1-48L-7-50K7	8,504	82	8,196	79	8,238	79	-	-	-	-	104
NV-1-48L-1-27K7	10,918	70	10,523	67	10,577	68	-	-	-	-	156
NV-1-48L-1-30K7	11,805	76	11,377	73	11,436	73	-	-	-	-	156
NV-1-48L-1-40K7	12,755	82	12,293	79	12,356	79	-	-	-	-	156
NV-1-48L-1-50K7	12,755	82	12,293	79	12,356	79	-	-	-	-	156
NV-1-64L-7-27K7	9,705	70	9,354	67	9,402	68	5,797	42	5,725	41	139
NV-1-64L-7-30K7	10,493	75	10,113	73	10,165	73	6,191	45	6,190	45	139
NV-1-64L-7-40K7	11,338	82	10,927	79	10,983	79	6,689	48	6,689	48	139
NV-1-64L-7-50K7	11,338	82	10,927	79	10,983	79	7,013	50	6,689	48	139
NV-1-64L-1-27K7	14,558	70	14,031	68	14,103	68	8,695	42	8,588	41	207
NV-1-64L-1-30K7	15,740	76	15,170	73	15,248	74	9,286	45	9,286	45	207
NV-1-64L-1-40K7	17,007	82	16,391	79	16,475	80	10,034	48	10,033	48	207
NV-1-64L-1-50K7	17,007	82	16,391	79	16,475	80	10,519	51	10,033	48	207

***64L Only**

BUG RATINGS - SHIELDED OPTICS

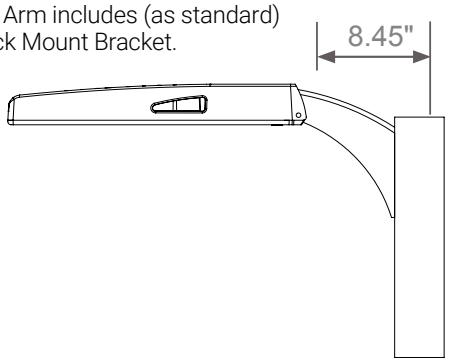
BUG RATING					
PART NUMBER	T2 HSS	T3 HSS	T4 HSS	CDL*	CDR*
NV-1-16L-40-27K7	B0-U0-G0	B0-U0-G0	B0-U0-G0	-	-
NV-1-16L-40-30K7	B0-U0-G0	B0-U0-G0	B0-U0-G0	-	-
NV-1-16L-40-40K7	B0-U0-G0	B0-U0-G0	B0-U0-G0	-	-
NV-1-16L-40-50K7	B0-U0-G0	B0-U0-G0	B0-U0-G0	-	-
NV-1-16L-53-27K7	B0-U0-G0	B0-U0-G0	B0-U0-G1	-	-
NV-1-16L-53-30K7	B0-U0-G0	B0-U0-G1	B0-U0-G1	-	-
NV-1-16L-53-40K7	B0-U0-G0	B0-U0-G1	B0-U0-G1	-	-
NV-1-16L-53-50K7	B0-U0-G0	B0-U0-G1	B0-U0-G1	-	-
NV-1-16L-7-27K7	B0-U0-G1	B0-U0-G1	B0-U0-G1	-	-
NV-1-16L-7-30K7	B0-U0-G1	B0-U0-G1	B0-U0-G1	-	-
NV-1-16L-7-40K7	B0-U0-G1	B0-U0-G1	B0-U0-G1	-	-
NV-1-16L-7-50K7	B0-U0-G1	B0-U0-G1	B0-U0-G1	-	-
NV-1-16L-1-27K7	B0-U0-G1	B0-U0-G1	B0-U0-G1	-	-
NV-1-16L-1-30K7	B1-U0-G1	B0-U0-G1	B0-U0-G1	-	-
NV-1-16L-1-40K7	B1-U0-G1	B0-U0-G1	B0-U0-G1	-	-
NV-1-16L-1-50K7	B1-U0-G1	B0-U0-G1	B0-U0-G1	-	-
NV-1-32L-7-27K7	B1-U0-G1	B0-U0-G1	B0-U0-G1	-	-
NV-1-32L-7-30K7	B1-U0-G1	B0-U0-G1	B1-U0-G2	-	-
NV-1-32L-7-40K7	B1-U0-G1	B0-U0-G2	B1-U0-G2	-	-
NV-1-32L-7-50K7	B1-U0-G1	B0-U0-G2	B1-U0-G2	-	-
NV-1-32L-1-27K7	B1-U0-G2	B1-U0-G2	B1-U0-G2	-	-
NV-1-32L-1-30K7	B1-U0-G2	B1-U0-G2	B1-U0-G2	-	-
NV-1-32L-1-40K7	B1-U0-G2	B1-U0-G2	B1-U0-G2	-	-
NV-1-32L-1-50K7	B1-U0-G2	B1-U0-G2	B1-U0-G2	-	-
NV-1-48L-7-27K7	B1-U0-G2	B1-U0-G2	B1-U0-G2	-	-
NV-1-48L-7-30K7	B1-U0-G2	B1-U0-G2	B1-U0-G2	-	-
NV-1-48L-7-40K7	B1-U0-G2	B1-U0-G2	B1-U0-G2	-	-
NV-1-48L-7-50K7	B1-U0-G2	B1-U0-G2	B1-U0-G2	-	-
NV-1-48L-1-27K7	B1-U0-G2	B1-U0-G2	B1-U0-G2	-	-
NV-1-48L-1-30K7	B1-U0-G2	B1-U0-G2	B1-U0-G2	-	-
NV-1-48L-1-40K7	B1-U0-G2	B1-U0-G2	B1-U0-G2	-	-
NV-1-48L-1-50K7	B1-U0-G2	B1-U0-G2	B1-U0-G2	-	-
NV-1-64L-7-27K7	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2
NV-1-64L-7-30K7	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2
NV-1-64L-7-40K7	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2
NV-1-64L-7-50K7	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2	B1-U0-G2
NV-1-64L-1-27K7	B1-U0-G2	B1-U0-G2	B1-U0-G3	B1-U0-G2	B1-U0-G2
NV-1-64L-1-30K7	B1-U0-G2	B1-U0-G3	B1-U0-G3	B1-U0-G2	B1-U0-G2
NV-1-64L-1-40K7	B2-U0-G2	B1-U0-G3	B1-U0-G3	B1-U0-G2	B1-U0-G2
NV-1-64L-1-50K7	B2-U0-G2	B1-U0-G3	B1-U0-G3	B1-U0-G2	B1-U0-G2

***64L Only**

MOUNTING OPTIONS

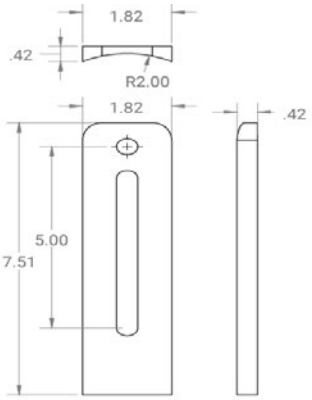
ARCHITECTURAL SWEEP ARM (ASA)

Cast Sweep Arm includes (as standard)
Internal Quick Mount Bracket.

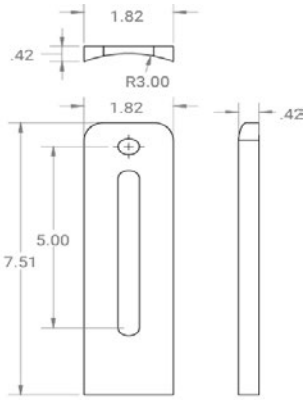


ASA ROUND POLE ADAPTORS

RPA-ASA-4



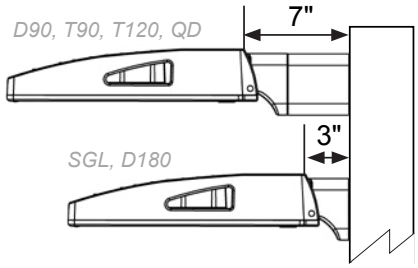
RPA-ASA-5



DIRECT POLE (DP)

Standard mounting arm is extruded aluminum in lengths of 3" and 7".

**Arm lengths may vary depending on configuration*

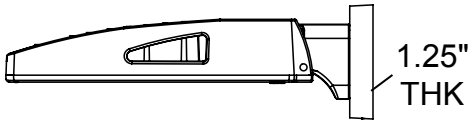


DPX ARM LENGTH

DPX ARM LENGTH	SGL	D90	D180	D180	T90	T120	QD
NV-1	3"	7"	3"	7"	7"	7"	7"

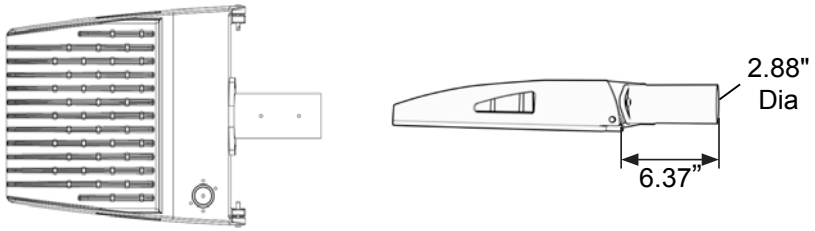
WALL MOUNT (WM)

Cast Aluminum Plate for direct wall mount.
3" extruded aluminum arm mounts directly to a cast wall mount box.



MAST ARM MOUNT (MA)

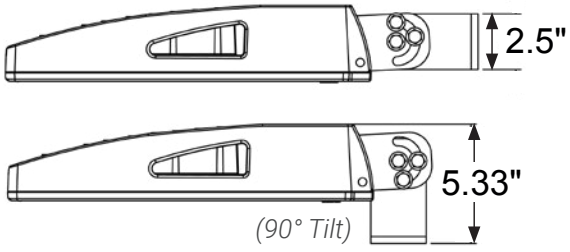
Mast Arm Fitter slips over 2-3/8" OD tenon.



TRUNNION MOUNT (TM)

Steel, bolt-on-mounting for adjustable installation with a maximum uplift of 90 degrees.

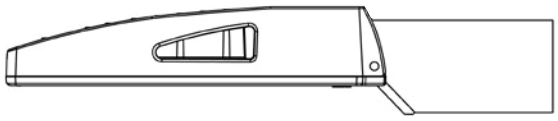
**Unpainted stainless steel is standard*



MOUNTING OPTIONS (CONTINUED)

TENNIS ARM (TA)

Steel fitter slips over 3.5" x 1.5" rectangular arm. *See Tennis Arm Spec Sheet for details

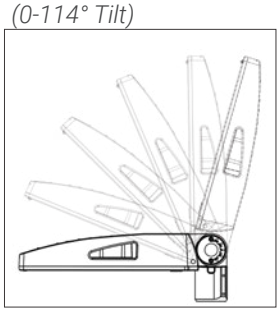


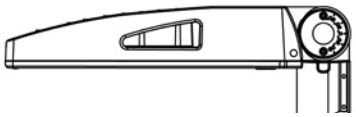
KNUCKLE MOUNT (KM)

Die Cast Knuckle great for adjustable installation on 2-3/8" OD vertical or horizontal tenon.

- Max Up-tilt of 90 degrees
- Adjustable in 6 degree increments
- 1.5G Vibration Rated per ANSI C136.31-2010

(0-114° Tilt)

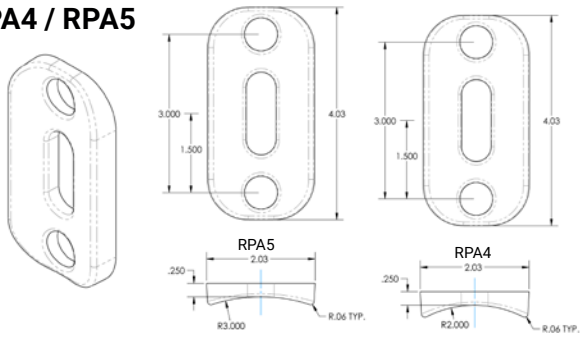




ROUND POLE ADAPTER OPTIONS (RPA4) (RPA5)

When using round poles, specify Round Pole Adapter (RPA). Specify RPA4 when installing on 3”-4” round poles, and RPA5 when installing on 5”-6” round poles.

RPA4 / RPA5



QUICK MOUNT BRACKET (QMB)

Optional Cast Aluminum Bracket designed for quick mounting on Direct Square or Round Poles. Cleat mounts directly to pole for easily hung fixtures. Has a 2”x4” Drill Pattern.

RETROFIT MOUNT BRACKET (RQMB)

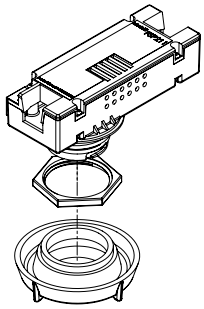
Optional Cast Aluminum Bracket designed for quick mounting on Direct Square or Round Poles. Cleat mounts directly to pole for easily hung fixtures. Drill Pattern is adjustable from 2”x4” to 2”x6”.

CONTROL OPTIONS

- DIMMING CONTROL (FSP)—Passive infrared (PIR) sensor providing multi-level control based on motion/daylight contribution
- All control parameters adjustable via wireless configuration remote storing and transmitting sensor profiles.
- FSP-8 mounting heights 8 feet and below
- FSP-20 mounting heights 9-20 feet.
- FSP-40 mounting heights 21-40 feet.
- Includes 5 dimming event cycles, 0-10V dimming with motion sensing, re-programmable in the field.

FSP-211 WITH MOTION SENSOR (FSP-XX)

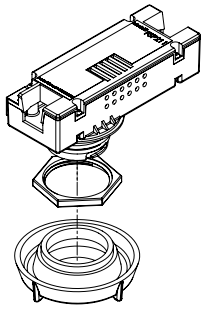
FSP-211



- FSP-211(FSP-X)—Passive infrared (PIR) sensor providing multi-level control based on motion/daylight contribution.
- 120/277VAC, 230-240VAC
- All control parameters adjustable via wireless configuration remote storing and transmitting sensor profiles.
- FSP-8 mounting heights 8 feet and below
- FSP-20 mounting heights 9-20 feet.
- FSP-40 mounting heights 21-40 feet.
- Includes 5 dimming event cycles, 0-10V dimming with motion sensing, re-programmable in the field.

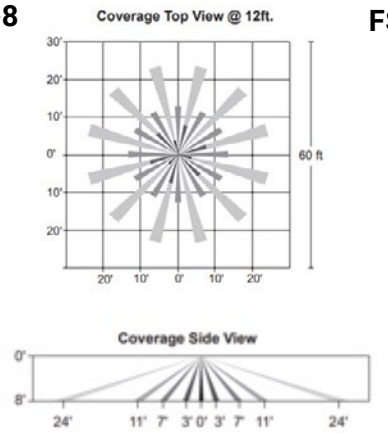
FSP-221 WITH MOTION SENSOR (FSP-HV-XX)

FSP-221

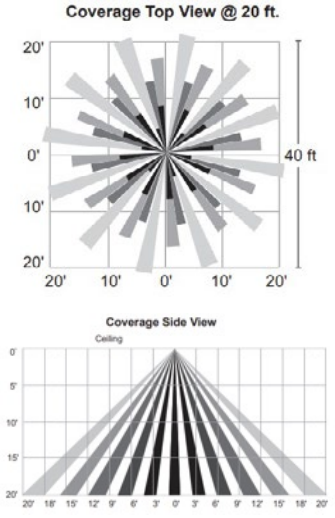


- FSP-221 (FSP-HV-X)—Passive infrared (PIR) sensor providing multi-level control based on motion/daylight contribution.
- 100-347VAC 208/230/480VAC
- All control parameters adjustable via wireless configuration remote storing and transmitting sensor profiles.
- FSP-8 mounting heights 8 feet and below
- FSP-20 mounting heights 9-20 feet.
- FSP-40 mounting heights 21-40 feet.
- Includes 5 dimming event cycles, 0-10V dimming with motion sensing, re-programmable in the field.

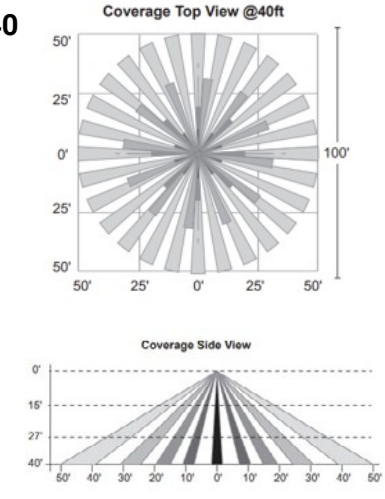
FSP-8



FSP-20

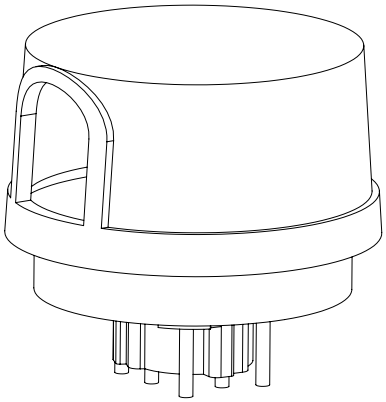


FSP-40



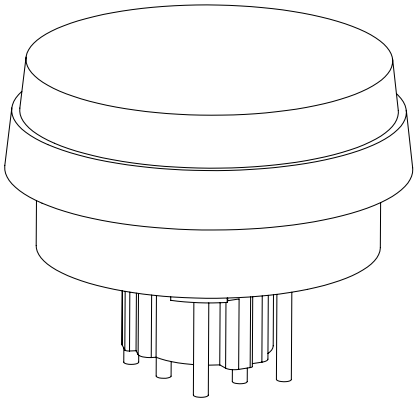
PHOTOCELL + RECEPTACLE (PCR)

7-Pin Receptacle and Electronic Twist Lock Photocell for dusk to dawn operation.



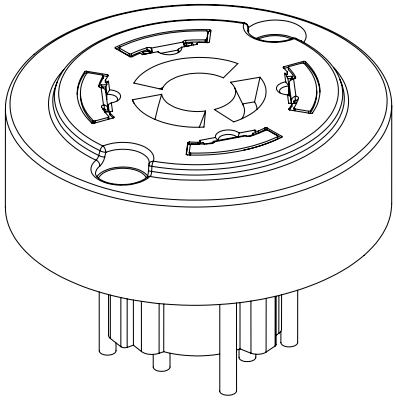
RECEPTACLE + SHORTING CAP (PER)

7-Pin Receptacle and Shorting Cap.



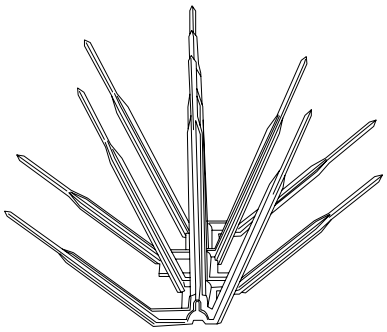
NEMA 7-PIN RECEPTACLE (PE7)

An ANSI C136.41-2013 receptacle provides electrical and mechanical interconnection between photo control cell and luminaire. Dimming receptacle available two or four dimming contacts supports 0-10 VDC dimming methods or Digital Addressable Lighting Interface (DALI), providing reliable power interconnect.



BIRD SPIKES (BS)

Bird Spikes offers effective and humane deterrent for larger bird species and provides cost-effective long-term solution to nuisance bird infestations and protect your property.



MARINE GRADE FINISH (MGF)

The **(MGF)** is a multi step process. Chemically washed in a 5 stage cleaning system. Pre-baked. Powder coated 3-5 mils of Zinc Rich Super Durable Polyester Primer. Oven Baked. Finished Powder Coating of Super Durable Polyester Powder Coat 3-5 mil thickness.

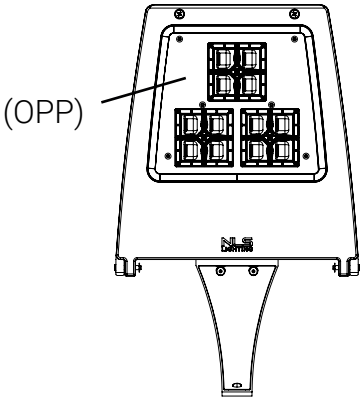
Powder Coat Finish
3-5 mil Powder Coat

Primer Layer
3-5 mil Zinc Rich Super Durable Polyester Primer

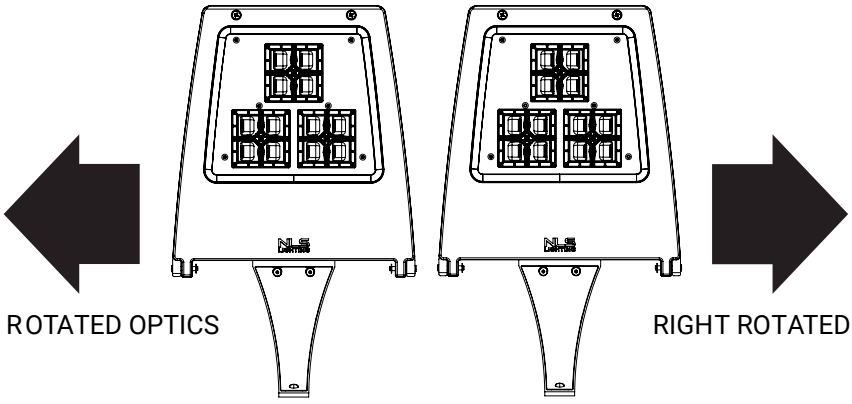
Prepared Casting
Chemically washed in multi Step 5 stage cleaning process

OPTIC PLATE PAINTED TO MATCH (OPP)

Optic plate is clear anodized as standard. The optic plate can be powder coated to match the finish of the fixture.



ROTATED OPTICS (ROL) (ROR)



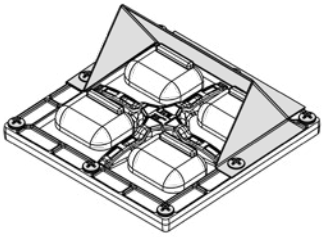
LEFT ROTATED OPTICS

RIGHT ROTATED OPTICS

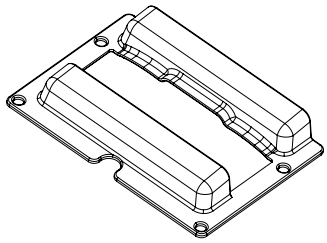
SHIELDING OPTIONS (AHS) (HSS)

SHIELDS (HSS, AHS)—House Side Shield (HSS) is designed for full property line cut-off. Automotive House Side Shield (AHS) is a single-sided shield allowing partial cut-off on either side or front of luminaire.

AUTOMOTIVE HOUSE SIDE SHIELD



HOUSE SIDE SHIELD

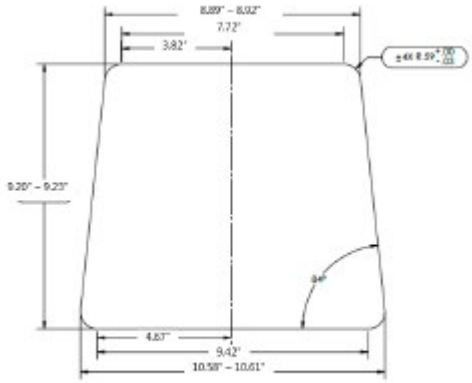


BLACK OPTIC FRAME

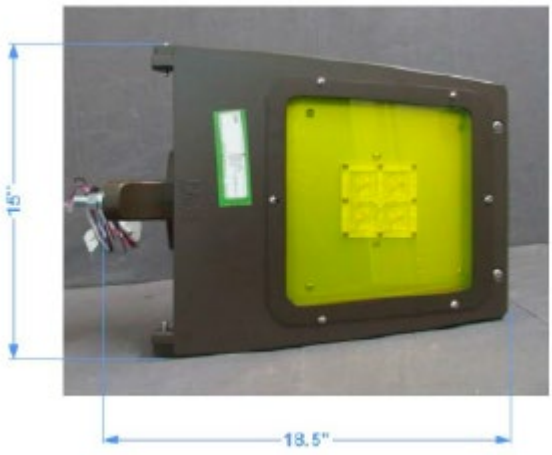
Optional Black Optic Frame (includes black hardware)Standard Optic Frame is white.

LENS OPTIONS

GL LENS (GL)
Low Iron Glass, fully tempered



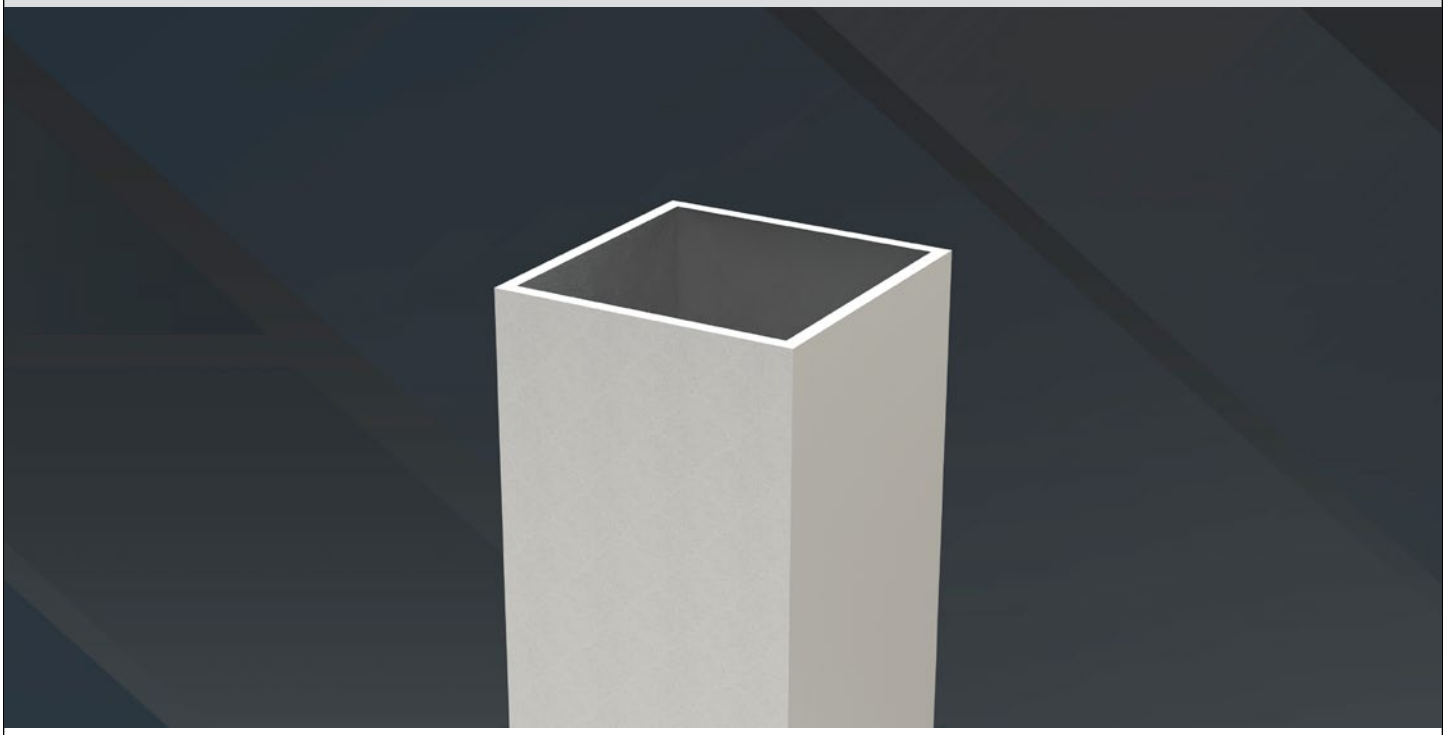
HAL LENS (HAL)
High Performance Yellow Polycarbonate Lens
(less than 2% Blue Light Content)



NLS LIGHTING

SSSP

SQUARE STRAIGHT STEEL POLE



HEIGHT
10’ - 35’

POLE SHAFT
The pole shaft material is a weldable grade hot rolled commercial quality carbon steel tubing with a minimum yield of 46,000 psi. Conforms to ASTM A500 Grade B Standards. Poles have ground lug welded inside hand-hole opposite side of the hand-hole. Pole shaft is welded to base plate on top and bottom of base plate.

BASE PLATE
The Base Plate is manufactured from structural hot rolled steel that meets or exceeds a minimum yield strength of 36,000 psi, conforms the ASTM–A36 standards. Base Plate vary in size from 1” thick for poles 21 feet and over, 3/4” thick for poles 10 to 20 feet.

ANCHOR BOLTS
All anchor bolts are hot dipped galvanized steel and come with two galvanized nuts and washers per bolt. Minimum yield strength 55,000 psi. Anchor bolts are not included for Custom Bolt Circle.

BASE COVER
All base covers are fabricated two-piece 6063 aluminum and powder coated to match the pole.

HAND-HOLE
A reinforced hand-hole is 12” on center from the base plate and is constructed of 3”x 5” rectangular steel tubing which is welded to pole shaft for added strength. The hand-hole covers are provided with internal bridge support and powder coated to match pole finish.

POLE CAP
All poles come with a removable polymer pole cap installed. All pole caps are black finish. Aluminum Pole Cap option is painted to match pole.

FINISH
All poles are treated with shot blast media for a near white finish, power blasted with 100 psi prior to powder coat application. Electrostatically applied AAMA 2604 polyester powder coat with a 3 to 5 mil thickness for maximum adherence.

MARINE GRADE FINISH
All poles are washed through a 5-stage cleaning system with a deionized rinse, a 3 to 5 mils zinc rich durable polyester primer powder coat, followed by a 3 to 5 mils super durable AAMA 2604 polyester powder coat finish.

Recommended for applications near the coastline or in demanding environments.

GALVANIZED FINISH
All poles are Hot Dipped Galvanized in a multi stage process. Galvanizing Specification, Zinc (Hot Dipped Galvanized) per ASTM A 123/A 123M – 02

Zinc coatings on threaded materials shall conform to specification A 153 /A 153M. The coating shall be continuous and reasonably smooth and uniform in thickness and in weight.

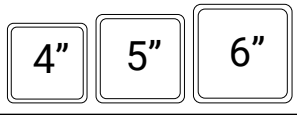
Galvanizing Adherence - The Zinc coating shall withstand handling consistent with the nature and thickness of the coating and normal use of the article without peeling or flaking.

Provides the most protection against the elements in coastal and harsh environments.

GALVANIZED UNDER POWDER
Galvanized Under Powder (GUP) adheres to above galvanized specification, and the second stage is a light sand blast on the outside of the pole, third stage is a 3-5 mils AAMA 2604 polyester powder coat finish for maximum adherence.

VIBRATION DAMPENER
The Vibration Dampener is factory installed and consists of a rugged galvanized chain coated with heavy duty polyester tubing that is factory secured at the bottom 2-3rds of the pole and can optionally be secured in the field by a contractor at the base during installation.

BUY AMERICAN
To ensure the latest BAA/TAA/BABA Standards are being met, please select BAA, TAA, or BABA in the options section. Please contact the factory before placing an order for any NLS products requesting BAA (Buy American Act), TAA (Trade American Act), or BABA (Build America, Buy America).



Project Name:	Type:

SSSP ORDERING GUIDE

Cat#

Square
Straight
Steel Pole
(SSSP)

Height

10′ **(10)**
12′ **(12)**
14′ **(14)**
15′ **(15)**
16′ **(16)**
18′ **(18)**
20′ **(20)**
22′ **(22)**
24′ **(24)**
25′ **(25)**
28′ **(28)**
30′ **(30)**
32′ **(32)**
35′ **(35)**

Pole Dimension

4″ Square
(4S)

5″ Square
(5S)

6″ Square
(6S)❸

Gauge

.120
Wall Thickness
(11G)

.180
Wall Thickness
(7G)

Base Pattern

(10′-20′)
8.187″ – 10.187″
Bolt Circle
(9BC)

(22′-35′)
10″ – 14″
Bolt Circle
(12BC)

Custom
Bolt Circle
(CBC)
** Consult Factory*

Mounting

Single
(SGL)

Double
(D-90)
(D-180)

Triple
(T-90)

Quad
(QD)

No Drill
(ND)
**Tenon Option*

Tenon

2 3/8″ Round **(T2R)**

3″ Round **(T3R)**

3 1/2″ Round **(T312R)**

4 1/2″ Round **(T412R)**

3 1/2″ Square **(T312S)**

4 1/2″ Square **(T412S)**

5 1/2″ Square **(T512S)**

Color

Bronze Textured
(BRZ)

White Textured
(WHT)

Smooth White
Gloss
(SWT)

Silver
(SVR)

Green Textured
(GRN)

Hunter Green Textured
(HGN)

Black Textured
(BLK)

Smooth Black
Gloss
(SBK)

Graphite Textured
(GPH)

Grey Textured
(GRY)

Custom
(CS)

Bolts

3/4″ x 30″
(3430)

1″ x 36″
(136)

Less Anchor
Bolts
(LAB)

Options

GFI Kit
(GFI20A)❹❺
20 Amp
Weather Proof Receptacle

GFI
Provision Only
(PROV)❺

Galvanized
(GLV)

Galvanized
Under Powder
(GUP)

1/2″ Coupling
(COUP)❺
** Specify Location*

Vibration Dampener
(VD)

Extra Hand Hole
(XHH)❺
** Specify Location*

Marine Grade Finish
(MGF)

UL Certified with label
(UL)❶

Aluminum Pole Cap
(APC)❷

Buy American Act
(BAA)❷

Trade Agreement Act
(TAA)❷

Build America Buy American
(BABA)❷

Notes:
❶ Aluminum Pole Cap must be selected for UL Certified Pole Option
❷ Consult Factory
❸ For 6S Pole, minimum bolt circle 10.19″
❹ Standard weatherproof cover comes standard with option.
For lockable cover requests, please contact factory
❺ Specify the Height (in feet) from base and degree orientation from hand hole.

NLS LIGHTING
701 Kingshill Place, Carson, CA 90746
Call Us Today (310) 341-2037
nlslighting.com

PRODUCT SPECIFICATIONS

Max. allowable EPA - SSSP poles (per AASHTO LRFDLTS-1)																																	
Catalog Number	Shaft Length, ft	Wall thick-ness, in.	Shaft dia., in.	Base Plate, in.	Bolt Circle, in.	Bolts	80 mph	Max. wt. (lb)	90 mph	Max. wt. (lb)	100 mph	Max. wt. (l b)	110 mph	Max. wt. (lb)	115 mph	Max. wt., lb	120 mph	Max. wt., lb	130 mph	Max. wt., lb	140 mph	Max. wt., lb	150 mph	Max. wt., lb	160 mph	Max. wt., lb	170 mph	Max. wt., lb	180 mph	Max. wt., lb
SSSP-10-4S-11G-9BC-3430	10	0.120	4	9" sq.	9	3/4"x30"	20.0	250	20.0	250	20.0	250	20.0	250	20.0	250	20.0	250	20.0	250	20.0	250	17.8	250	15.6	250	13.2	250	11.4	250
SSSP-12-4S-11G-9BC-3430	12	0.120	4	9" sq.	9	3/4"x30"	20.0	250	20.0	250	20.0	250	20.0	250	20.0	250	20.0	250	19.5	250	16.3	250	13.7	250	11.9	250	10.1	250	8.7	218
SSSP-14-4S-11G-9BC-3430	14	0.120	4	9" sq.	9	3/4"x30"	20.0	250	20.0	250	20.0	250	20.0	250	20.0	250	19.3	250	15.9	250	13.1	250	10.9	250	9.1	227	7.3	183	6.3	158
SSSP-15-4S-7G-9BC-3430	15	0.188	4	9" sq.	9	3/4"x30"	20.0	250	20.0	250	20.0	250	20.0	250	20.0	250	20.0	250	17.7	250	14.7	250	11.9	250	9.9	248	8.3	208	6.9	173
SSSP-16-4S-11G-9BC-3430	16	0.120	4	9" sq.	9	3/4"x30"	20.0	250	20.0	250	20.0	250	18.1	250	16.1	250	14.7	250	11.9	250	9.7	242	7.9	198	6.1	153	5.1	128	4.1	103
SSSP-18-4S-11G-9BC-3430	18	0.120	4	9" sq.	9	3/4"x30"	20.0	250	20.0	250	19.2	250	15.2	250	13.2	250	12.0	250	9.2	230	7.2	180	5.6	140	4.6	115	3.2	80	2.2	60
SSSP-20-4S-11G-9BC-3430	20	0.120	4	9" sq.	9	3/4"x30"	20.0	250	20.0	250	16.1	250	12.3	250	10.7	250	9.7	242	7.1	178	5.3	133	3.9	98	2.7	68	1.7	60	0.9	60
SSSP-20-4S-7G-9BC-3430	20	0.188	4	9" sq.	9	3/4"x30"	20.0	250	20.0	250	20.0	250	15.7	250	14.1	250	12.5	250	9.5	238	7.7	193	5.7	143	4.3	108	3.1	78	2.1	60
SSSP-20-5S-11G-9BC-3430	20	0.120	5	9" sq.	9	3/4"x30"	20.0	250	20.0	250	20.0	250	19.3	250	16.9	250	15.0	250	11.6	250	9.0	226	6.9	172	5.1	128	3.7	92	2.5	63
SSSP-20-5S-7G-9BC-3430	20	0.188	5	9" sq.	9	3/4"x30"	20.0	250	20.0	250	20.0	250	20.0	250	20.0	250	20.0	250	17.9	250	14.4	250	11.6	250	9.3	232	7.4	184	5.8	144
SSSP-22-4S-11G-12BC-136	22	0.120	4	12" sq.	12	1"x36"	20.0	250	16.7	250	12.4	250	9.2	231	7.9	198	6.8	169	4.9	123	3.4	85	2.2	60	1.2	60	0.4	60	0.0	-
SSSP-22-4S-7G-12BC-136	22	0.188	4	12" sq.	12	1"x36"	20.0	250	20.0	250	19.2	250	14.8	250	13.0	250	11.5	250	8.9	223	6.8	171	5.2	130	3.8	96	2.7	68	1.8	60
SSSP-22-5S-11G-12BC-136	22	0.120	5	12" sq.	12	1"x36"	20.0	250	20.0	250	19.3	250	14.6	250	12.7	250	11.0	250	8.2	206	6.0	151	4.2	106	2.8	71	1.6	60	0.6	60
SSSP-22-5S-7G-12BC-136	22	0.188	5	12" sq.	12	1"x36"	20.0	250	20.0	250	20.0	250	20.0	250	20.0	250	20.0	250	15.9	250	12.6	250	10.0	250	7.9	197	6.1	152	4.6	116
SSSP-24-4S-11G-12BC-136	24	0.120	4	12" sq.	12	1"x36"	19.6	250	14.0	250	10.4	250	7.2	180	6.0	150	5.2	130	3.2	80	1.8	60	1.0	60	0.0	-	0.0	-	0.0	-
SSSP-24-4S-7G-12BC-136	24	0.188	4	12" sq.	12	1"x36"	20.0	250	20.0	250	16.4	250	12.4	250	10.8	250	9.4	234	7.0	175	5.1	128	3.6	90	2.4	60	1.4	60	0.5	60
SSSP-24-5S-11G-12BC-136	24	0.120	5	12" sq.	12	1"x36"	20.0	250	20.0	250	16.2	250	11.9	250	10.1	250	8.6	215	6.1	152	4.1	101	2.4	61	1.1	60	0.0	-	0.0	-
SSSP-24-5S-7G-12BC-136	24	0.188	5	12" sq.	12	1"x36"	20.0	250	20.0	250	20.0	250	20.0	250	19.1	250	16.9	250	13.1	250	10.1	250	7.7	192	5.8	144	4.1	103	2.7	68
SSSP-25-4S-11G-12BC-136	25	0.120	4	12" sq.	12	1"x36"	18.2	250	13.2	250	9.4	235	6.6	165	5.4	135	4.4	110	2.8	70	1.2	60	0.4	60	0.0	-	0.0	-	0.0	-
SSSP-25-4S-7G-12BC-136	25	0.188	4	12" sq.	12	1"x36"	20.0	250	20.0	250	15.1	250	11.3	250	9.8	244	8.4	210	6.1	153	4.3	108	2.9	71	1.7	60	0.7	60	0.0	-
SSSP-25-5S-11G-12BC-136	25	0.120	5	12" sq.	12	1"x36"	20.0	250	20.0	250	14.7	250	10.6	250	9.0	224	7.5	188	5.1	127	3.1	78	1.6	60	0.3	60	0.0	-	0.0	-
SSSP-25-5S-7G-12BC-136	25	0.188	5	12" sq.	12	1"x36"	20.0	250	20.0	250	20.0	250	20.0	250	17.6	250	15.4	250	11.8	250	8.9	223	6.7	166	4.7	118	3.2	80	1.9	60
SSSP-26-4S-11G-12BC-136	26	0.120	4	12" sq.	12	1"x36"	17.2	250	11.8	250	8.4	210	5.4	135	4.6	115	3.4	85	1.8	60	0.8	60	0.0	-	0.0	-	0.0	-	0.0	-
SSSP-26-4S-7G-12BC-136	26	0.188	4	12" sq.	12	1"x36"	20.0	250	19.0	250	14.0	250	10.3	250	8.8	220	7.5	187	5.3	133	3.6	89	2.2	60	1.0	60	0.1	60	0.0	-
SSSP-26-5S-11G-12BC-136	26	0.120	5	12" sq.	12	1"x36"	20.0	250	18.8	250	13.4	250	9.5	237	7.8	196	6.5	161	4.1	103	2.3	60	0.8	60	0.0	-	0.0	-	0.0	-
SSSP-26-5S-7G-12BC-136	26	0.188	5	12" sq.	12	1"x36"	20.0	250	20.0	250	20.0	250	18.6	250	16.2	250	14.1	250	10.6	250	7.9	196	5.6	141	3.8	95	2.3	60	1.0	60
SSSP-28-4S-7G-12BC-136	28	0.188	4	12" sq.	12	1"x36"	20.0	250	16.4	250	11.8	250	8.4	210	7.0	175	5.8	144	3.8	94	2.2	60	0.9	60	0.0	-	0.0	-	0.0	-
SSSP-28-5S-11G-12BC-136	28	0.120	5	12" sq.	12	1"x36"	20.0	250	16.0	250	11.0	250	7.3	182	5.8	144	4.5	112	2.3	60	0.6	60	0.0	-	0.0	-	0.0	-	0.0	-
SSSP-28-5S-7G-12BC-136	28	0.188	5	12" sq.	12	1"x36"	20.0	250	20.0	250	20.0	250	15.7	250	13.5	250	11.6	250	8.4	209	5.8	145	3.7	93	2.0	60	0.6	60	0.0	-
SSSP-28-6S-7G-12BC-136	28	0.188	6	12" sq.	12	1"x36"	20.0	250	20.0	250	20.0	250	19.8	250	17.0	250	14.6	250	10.6	250	7.4	185	4.9	121	2.7	68	1.0	60	0.0	-
SSSP-30-5S-11G-12BC-136	30	0.120	5	12" sq.	12	1"x36"	19.9	250	13.4	250	8.7	218	5.3	132	3.9	98	2.7	67	0.6	60	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-
SSSP-30-5S-7G-12BC-136	30	0.188	5	12" sq.	12	1"x36"	20.0	250	20.0	250	18.2	250	13.2	250	11.1	250	9.3	233	6.3	157	3.9	98	2.0	60	0.4	60	0.0	-	0.0	-
SSSP-30-6S-7G-12BC-136	30	0.188	6	12" sq.	12	1"x36"	20.0	250	20.0	250	20.0	250	16.6	250	14.0	250	11.8	250	8.0	201	5.1	126	2.7	66	0.7	60	0.0	-	0.0	-
SSSP-32-5S-7G-12BC-136	32	0.188	5	12" sq.	12	1"x36"	20.0	250	20.0	250	17.5	250	13.0	250	11.2	250	9.6	239	6.9	173	4.8	119	3.1	77	1.7	60	0.6	60	0.0	-
SSSP-32-6S-7G-12BC-136	32	0.188	6	12" sq.	12	1"x36"	20.0	250	20.0	250	20.0	250	16.4	250	14.1	250	12.1	250	8.8	219	6.2	154	4.0	101	2.3	60	0.9	60	0.0	-
SSSP-35-5S-7G-12BC-136	35	0.188	5	12" sq.	12	1"x36"	20.0	250	19.3	250	13.8	250	9.6	240	8.0	199	6.5	162	4.1	102	2.1	60	0.6	60	0.0	-	0.0	-	0.0	-
SSSP-35-6S-7G-12BC-136	35	0.188	6	12" sq.	12	1"x36"	20.0	250	20.0	250	17.3	250	12.2	250	10.1	250	8.3	207	5.3	132	2.9	72	1.0	60	0.0	-	0.0	-	0.0	-
SSSP-40-5S-7G-12BC-136	40	0.188	5	12" sq.	12	1"x36"	20.0	250	13.2	250	8.4	210	4.8	120	3.3	83	2.0	60	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-
SSSP-40-6S-7G-12BC-136	40	0.188	6	12" sq.	12	1"x36"	20.0	250	16.7	250	10.7	250	6.2	155	4.4	110	2.8	70	0.1	60	0.0	-	0.0	-	0.0	-	0.0	-	0.0	-
*Pole Assemblies With EPA>9.0 Require Specific Review																														

CAUTION: Installation of poles without luminaire(s) will compromise pole strength. Any accessories attached to the pole, or other modifications done in the field, will compromise the pole strength and may result in pole failure. Wind load evaluations and provisions for appendages such as banner arms, signage, cameras, etc., must be evaluated and approved by the factory prior to placing an order. Additional evaluation and approval should be performed by the customer's local structural engineer on the project.

Anchor Bolts are NOT included with Custom Bolt Circle.
Do NOT pour concrete referencing this drawing. Consult Factory.

All wind loading calculations are based on sustained wind force plus an additional 1.3 gust.

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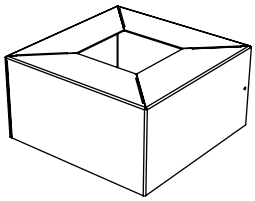
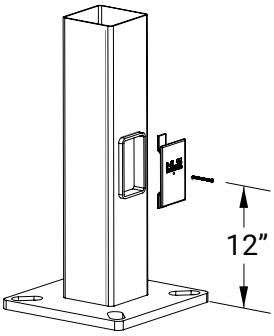
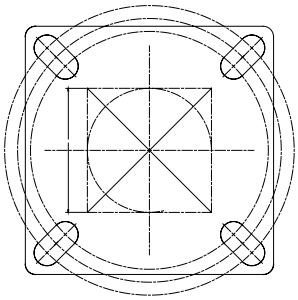
PRODUCT SPECIFICATIONS



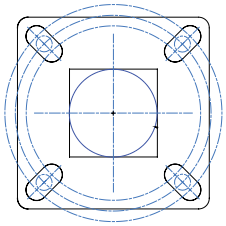
Base Cover



Base Detail



12” Base Detail



9” Base Detail

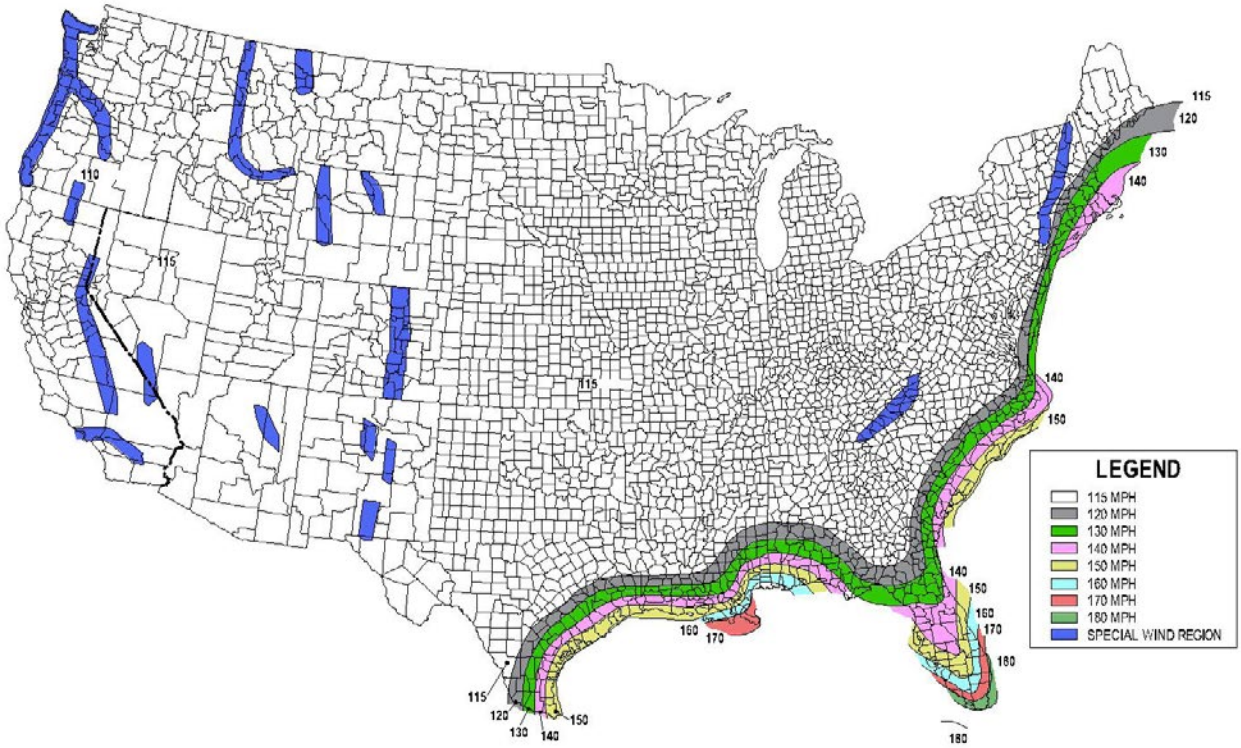


FIG. 3.8-1b - 700-Year MRI Basic Wind Speed, mph (AASHTO LRFDLTS-1)

1) All wind load calculations are based on sustained wind force plus and additional 1.3 gust
2) Wind Map is to be used as a reference only. Please coordinate with local agencies for further review.
3) Wind Map values are based on a 50 year mean recurrence. These values do not account for severe conditions, such as hurricanes, tornadoes, etc…
4) For review of poles with additional configurations (arms, banners, shorter/longer pole lengths, etc…), please contact factory.

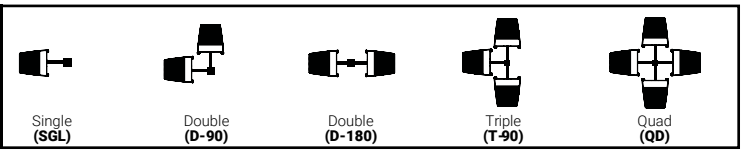
BUY AMERICAN OPTION
While all of the NLS Lighting products listed in this document qualify for the Buy America(n) Act of 1933, we reserve the right to change our listings without notice.

The information provided above is for general informational purposes only. We encourage you to consult legal professionals for advice particular to your projects concerning BAA, TAA, BABA or Buy America.

Additional NLS Products that meet BAA, TAA standards can be found at the following link:

https://nlslighting.com/wp-content/uploads/cs/NLS_BuyAmerica(n).pdf

MOUNTING CONFIGURATION



NLS LIGHTING

TRAC LINEAR ANGLED WALL MOUNT

TWA

LED WATTAGE CHART	
	16L
175 milliamps	10w (1206-1273 Lumens)
400 milliamps	21w (2478-2911 Lumens)
530 milliamps	28w (3508-3776 Lumens)
700 milliamps	36w (4385-4720 Lumens)
1050 milliamps	56w (6022-6482 Lumens)

Form
- 2 Architectural Wall Sconces
- Elegant Rectilinear Extruded Aluminum Housing
- Corrosion Resistant Stainless Steel External Hardware
- Sleek, Low Profile Housing
- Spec Grade Performance
- Engineered For Optimum Thermal Management
- 8 Architectural Finishes Standard, RAL Colors Available

Function
- Micro Optics IES Distributions T2, T3, T4
- 0-10V Dimming Drivers THD @ Max Load < 15% Power factor @ Max Load < 0.95
- Amber, 2700K, 3000K, 3500K, 4000K, or 5000K
- 16L LED Configuration
- 10-56 Watts
- CRI 70, 80, or 90
- Extruded Aluminum Heat Sink
- 5 Mils Powder Coat

Reliability
- Silicone Micro Optics
- 5 Year Standard Warranty
- IP67 Optics
- Reduces Energy Consumption And Costs Up To 65%

BUY AMERICAN

To ensure the latest BAA/TAA/BABA Standards are being met, please select BAA, TAA, or BABA in the options section. Please contact the factory before placing an order for any NLS products requesting BAA (Buy American Act), TAA (Trade American Act), or BABA (Build America, Buy America).

Project Name:	Type:

TWA ORDERING GUIDE

Cat#	Light Dist.	No. of LEDs	Milliamps	Kelvin
Trac Linear Angled Wall Mount **(TWA)**	Type 2 **(T2)** Type 3 **(T3)** Type 4 **(T4)**	16 **(16L)**	175 **(175)** 400 **(40)** 530 **(53)** 700 **(7)** 1050 **(1)**	Amber 585-600nM **(AMBER)**❸ 2700K, 70 CRI **(27K7)** 2700K, 80 CRI **(27K8)**❶ 3000K, 70 CRI **(30K7)** 3000K, 80 CRI **(30K8)**❶ 3500K, 80 CRI **(35K8)** 4000K, 70 CRI **(40K7)** 4000K, 80 CRI **(40K8)**❶ 5000K, 70 CRI **(50K7)** 5000K, 80 CRI **(50K8)**❶

Volts	Mounting	Color	Options
120-277 **(UNV)** 347-480 **(HV)**	Wall Mount **(WM)**	Bronze Textured **(BRZ)** White Textured **(WHT)** Smooth White Gloss **(SWT)** Silver Textured **(SVR)** Black Textured **(BLK)** Smooth Black Gloss **(SBK)** Graphite Textured **(GPH)** Grey **(GRY)** Green **(GRN)** Custom **(CS)**	Button Photo Cell **(PC)** Marine Grade Finish **(MGF)** Emergency Battery 8W **(EM8)** Vanity Plate **(VP)** 20KA Surge Protector **(20KA)** Buy American **(BAA)**❹ Trade American **(TAA)**❹ Build America Buy American **(BABA)**❹ Custom Controls Integration **(CCI)**❷

Notes:

❶ Consult Factory for Lead Time. Consult Factory for 90 CRI Requests.
❷ Please contact Factory for Custom Control Integration requests (nLight, NX, WaveLinx, Crestron, DMX/RDM, Synapse, Casambi, Dali II, Avi-On, or other control systems)
❸ Turtle Safe
❹ Consult factory for all BAA/TAA/BABA requests

PRODUCT SPECIFICATIONS

ELECTRICAL
- 120-277 Volts (UNV) or 347-480 Volts (HV)
- 0-10V dimming driver by Philips Advance
- Driver power factor at maximum load is ≥ .95, THD maximum load is 15%
- LED Drivers Ambient Temp. Min is -40°C and Ambient Temp. Max ranges from 50°C to 55°C and, in some cases, even higher. Consult the factory for revalidation by providing the fixture catalog string before quoting and specifying it.
- All drivers, controls, and sensors housed in enclosed compartment
- Lumileds Luxeon MX LED's
- CRI 70, 80, or 90
- Color temperatures: Amber, 2700K, 3000K, 3500K, 4000K, 5000K
- Surge Protection: 20KA optional.

CONSTRUCTION
- Formed Aluminum
- Internal cooling fins
- Corrosion resistant external hardware
- One-piece silicone gasket ensures water tight seal for electronics compartment
- Two-piece silicone Micro Optic system ensures IP67 seal around each PCB

OPTIONS
- MARINE GRADE FINISH (MGF)—A multi-step process creating protective finishing coat against harsh environments. Chemically washed in a 5 stage cleaning system. Pre-baked, Powder coated 3-5 mils of Zinc Rich Super Durable Polyester Primer. Oven Baked. Finished Powder Coating of Super Durable Polyester Powder Coat 3-5 mil thickness.
- EMERGENCY BATTERY BACKUP 8W (EM8)
- VANITY PLATE (VP)—The Vanity Plate was designed to cover the un-sightly remains on a wall where a larger HID wallpack was removed. The Vanity Plate will be painted to match the finish of the fixture, custom finishes are available, please consult factory. The standard Vanity Plate is 16" x 16".
- 20KA SURGE PROTECTOR (20KA)

CONTROLS
- Button Type Photo Cell (PC)

- Controls Agnostic: Please contact factory for your preferred controls option. (nLight, NX, WaveLinx, Crestron, DMX/RDM, Synapse, Casambi, DALI II, Avi-On, or other control systems)

FINISH
- 3-5 mils electrostatic powder coat.
- NLS Lighting standard high-quality finishes prevent corrosion and protects against extreme environmental conditions

WARRANTY
Five-year limited warranty for drivers and LEDs.

OPTICS
Silicone optics high thermal stability and light output provide higher powered LEDs with minimized lumen depreciation. UV stability with scratch resistance increases exterior application durability. Silicone optics do not yellow, crack or brittle over time

LISTINGS
- Certified to UL 1598
- UL 8750
- CSA C22.2 No. 250.0
- IP67 Rated Optics
- IK10 Rated

BUY AMERICAN OPTION
While all of the NLS Lighting products listed in this document qualify for the Buy America(n) Act of 1933, we reserve the right to change our listings without notice.

The information provided above is for general informational purposes only. We encourage you to consult legal professionals for advice particular to your projects concerning BAA, TAA, BABA or Buy America.

Additional NLS Products that meet BAA, TAA standards can be found at the following link:

https://nlslighting.com/buy-american/

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PRODUCT SPECIFICATIONS

TWA LUMEN CHART

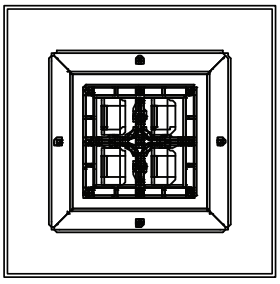
TRAC LUMEN CHART										
PART NUMBER	T2	LM/W	BUG	T3	LM/W	BUG	T4	LM/W	BUG	WATTS
TWA-16L-175-30K7	1,206	121	B0-U0-G0	1,213	121	B0-U0-G0	1,213	121	B0-U0-G1	10
TWA-16L-175-40K7	1,266	127	B0-U0-G0	1,273	127	B0-U0-G0	1,273	127	B0-U0-G1	10
TWA-16L-175-50K7	1,266	127	B0-U0-G0	1,273	127	B0-U0-G0	1,273	127	B0-U0-G1	10
TWA-16L-40-27K7	2478	118		2492	119		2491	119		21
TWA-16L-40-27K8	2320	110		2333	111		2332	111		21
TWA-16L-40-30K8	2488	118		2502	119		2501	119		21
TWA-16L-40-30K7	2679	128		2694	128		2693	128		21
TWA-16L-40-35K8	2488	118		2502	119		2501	119		21
TWA-16L-40-40K8	2679	128		2694	128		2693	128		21
TWA-16L-40-40K7	2895	138		2911	139		2910	139		21
TWA-16L-40-50K8	2679	128		2694	128		2693	128		21
TWA-16L-40-50K7	2895	138		2911	139		2910	139		21
TWA-16L-53-30K7	3,508	125	B1-U0-G1	3,527	126	B1-U0-G1	3,527	126	B1-U0-G1	28
TWA-16L-53-40K7	3,683	132	B1-U0-G1	3,704	132	B1-U0-G1	3,704	132	B1-U0-G1	28
TWA-16L-53-50K7	3,683	132	B1-U0-G1	3,704	132	B1-U0-G1	3,704	132	B1-U0-G1	28
TWA-16L-7-30K7	4,385	122	B1-U0-G1	4,409	122	B1-U0-G1	4,409	122	B1-U0-G1	36
TWA-16L-7-40K7	4,604	128	B1-U0-G1	4,630	129	B1-U0-G1	4,630	129	B1-U0-G1	36
TWA-16L-7-50K7	4,604	128	B1-U0-G1	4,630	129	B1-U0-G1	4,630	129	B1-U0-G1	36
TWA-16L-1-30K7	6,022	108	B1-U0-G1	6,056	108	B1-U0-G1	6,056	108	B1-U0-G1	56
TWA-16L-1-40K7	6,323	113	B1-U0-G1	6,359	114	B1-U0-G1	6,359	114	B1-U0-G1	56
TWA-16L-1-50K7	6,323	113	B1-U0-G1	6,359	114	B1-U0-G1	6,359	114	B1-U0-G2	56

Lumen Maintenance Data							
Ambient Temperature	**Drive Current**	**L90 Hours***	**L70 Hours****	**30,000 Hours***	**50,000 Hours***	**60,00 Hours***	**100,000 Hours****
25°C	Up to 700mA	58,000	173,000	95.7%	91.6%	89.6%	82.1%
	1050mA	48,000	143,000	94.3%	89.5%	87.2%	78.5%
*Reported extrapolations per IESNA TM-21 **Projected extrapolations per IESNA TM-21							

OPTICAL CONFIGURATIONS

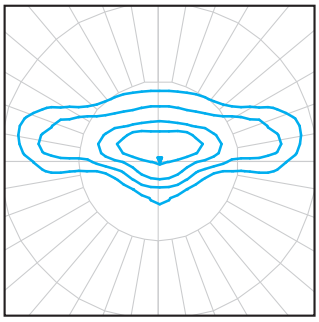
Rotatable Optics (ROR) Rotated Right, (ROL) Rotated Left options available. Optics field and factory rotatable.

TWA / 16L



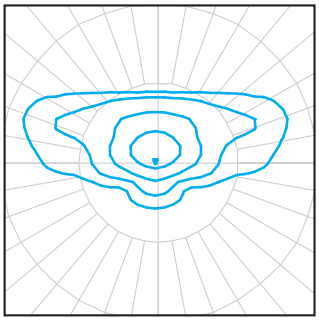
PRODUCT SPECIFICATIONS

IES DISTRIBUTIONS



T2 Optic

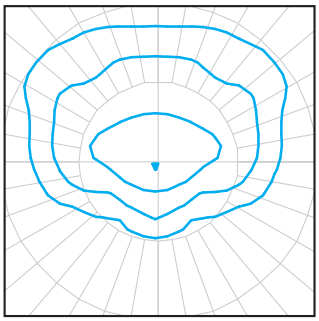
The Type II distribution is used for narrow pathways and trails, narrow entrances of shopping centers, parking lots and office complex's.



T3 Optic

The type III distribution is meant for roadway lighting, general parking areas and other areas where a larger area of lighting is required. Type III lighting needs to be placed to the side of the area, allowing the light to project outward and fill the area. This produces a filling light flow.

Type III light distributions have a preferred lateral width of 40 degrees. This distribution is intended for luminaires mounted at or near the side of medium width roadways or areas, where the width of the roadway or area does not exceed 2.75 times the mounting height.



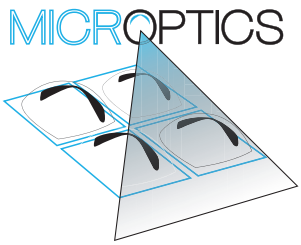
T4 Optic

The type IV distribution produces a semicircular light meant for mounting on the sides of buildings and walls. It's best for illuminating the perimeter of parking areas and businesses. The intensity of the Type IV lighting has the same intensity at angles from 90 degrees to 270 degrees.

Type IV light distributions have a preferred lateral width of 60 degrees. This distribution is intended for side-of-road mounting and is generally used on wide roadways where the roadway width does not exceed 3.7 times the mounting height.

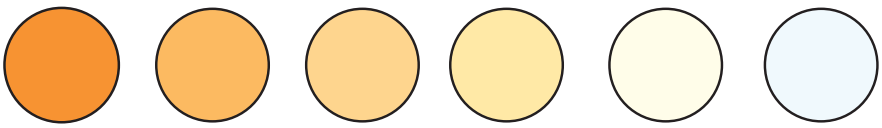
SILICONE OPTICS

NLS Lighting Silicone Micro Optical System technology takes quality and performance to the highest level. Vandal resistant, superior clarity—Micro Optics have become the best and lasting solution in the industry.



BENEFITS
- Produces superior 96% clarity
- Heat resistant to 150° C, 50% higher than acrylic
- Ecologically friendly—no glare
- Vandal-resistant
- Does not brittle, crack, or yellow over time

LED KELVIN RANGE



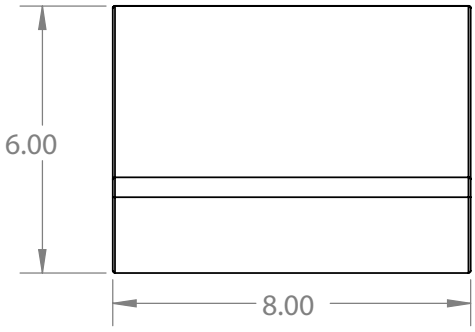
AMBER 585-600 nm | 2700K 70 CRI | 3000K 70 CRI | 3500K 80 CRI | 4000K 70 CRI | 5000K 70 CRI

Color	Dominant or Peak Wavelength Range (nm)	
	Minimum	Maximum
Amber	585	600

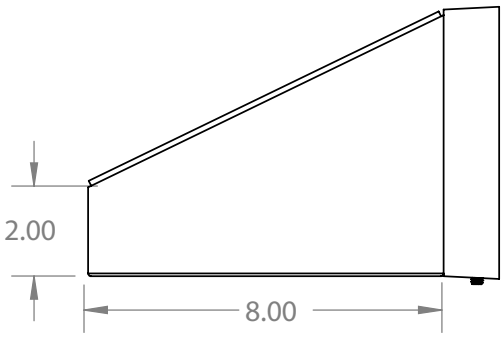
PRODUCT SPECIFICATIONS

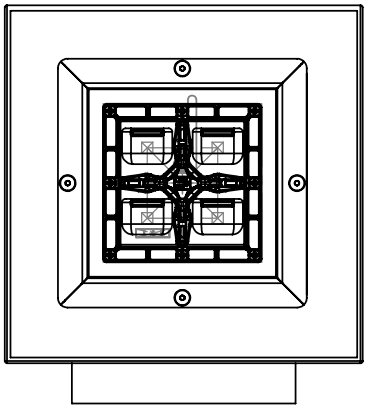
MODEL	WEIGHT
TWA	7.13 LBS

Front View



Side View





Bottom View

Section 13

Maine Dept. of Environmental Protection Approval

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION
17 STATE HOUSE STATION AUGUSTA, MAINE 04333-0017

DEPARTMENT ORDER

IN THE MATTER OF

GREAT FALLS CONSTRUCTION	) STORMWATER MANAGEMENT LAW
Windham, Cumberland County	)
ACADEMY STREET HOUSING	)
L-100075-001 (Approval)	) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S. § 420-D and Chapter 500 of Department rules, the Department of Environmental Protection has considered the application of GREAT FALLS CONSTRUCTION (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 to construct a stormwater management system to treat runoff associated with the redevelopment of a former school into a housing complex consisting of six buildings with a total of 35 units, parking, landscaping, and utility infrastructure, all on a 2.39-acre parcel of land. The work will result in approximately 2.33 acres of developed area, including 1.29 acres of impervious area. The proposed project is shown on a set of plan sheets, the first of which is titled "Demo Plan Windham, Me 04062 55 High Street WDCJCS Subdivision," prepared by Sebago Technics and dated August 26, 2024, with a latest revision date on any of the sheets of February 18, 2025. The project site is located off Academy Street in the Town of Windham.

B. Current Use of the Site: The site of the proposed project is currently vacant fields and former school buildings. The parcel is identified as Lot 24 on Map 37 of the Town of Windham's tax maps.

2. STORMWATER STANDARDS:

The proposed project includes approximately 2.33 acres of developed area, including 1.29 acres of impervious area. The project site lies within the watershed of the Presumpscot River. The applicant submitted a stormwater management plan based on the Basic and General Standards contained in Department Rules, Chapter 500, *Stormwater Management* (06-096 Ch. 500, last amended August 12, 2015). The proposed stormwater management system consists of a subsurface sand filter and six drip edge filters to manage roof runoff.

A. Basic Standards:

(1) Erosion and Sedimentation Control: The applicant submitted an Erosion and Sedimentation Control Plan that is based on the performance standards contained in

Appendix A of Chapter 500 and the Maine Erosion and Sediment Control Best Management Practices (BMPs), which were developed by the Department. This plan and plan sheets containing erosion control details were reviewed by, and revised in response to the comments of, the Department's Bureau of Land Resources (BLR). BLR recommended the inclusion of subsystems within the subsurface sand filter intended to capture potential hydrocarbon contamination from the associated vehicle parking area. The applicant agreed to install oil skimmers within the catch basins to address this. BLR recommended expanding the number of inspection ports to the gravel layer within the subsurface sand filter from 9 to 12 to accommodate the need for a port every 500 square feet of surface area. The applicant agreed to this recommendation and updated their plans to reflect this. BLR recommended including additional access hatches to the subsurface sand filter for maintenance, and the applicant revised the plans to include 18-inch nyloplast structures at the opposite end of each isolator row to address this recommendation.

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. This plan was reviewed by, and revised in response to the comments of, BLR. The maintenance plan is based on the standards contained in Appendix B of Chapter 500. The applicant will be responsible for the maintenance of all facilities including the stormwater management system. Prior to occupancy of the new buildings, the applicant must submit a copy of an executed long-term maintenance contract, for a minimum of 5 years and renewable, for the on-going maintenance of the subsurface sand filter to the BLR.

Grit, sediment, and other materials removed from stormwater control structures during maintenance activities must be disposed of in compliance with the Maine Solid Waste Management Rules.

(3) Housekeeping: The proposed project will comply with the performance standards outlined in Appendix C of Chapter 500.

Based on BLR's review of the erosion and sedimentation control plan and the maintenance plan, the Department finds that the proposed project meets the Basic Standards contained in 500, § 4(B) provided that materials removed from stormwater control structures during maintenance are disposed of in compliance with the Maine Solid Waste Management Rules, and provided that the applicant submits a long-term maintenance contract for the subsurface sand filter, as described above.

B. General Standards:

The proposed project is located over existing developed areas. The project meets the definition of "Redevelopment" in Department Rules, Chapter 500, § 3(DD) which states, in pertinent part, that "redevelopment means an activity, not including maintenance, undertaken to redevelop property in which the newly developed area is located within the same footprint as the existing developed area." The applicant followed the pollutant ranking procedure described in Chapter 500, § 4(C)(2)(d) to determine the percentage of the developed area that must be treated. The applicant calculated that the ranked impact change due to redevelopment is between 0.0 and 1.0, and therefore the percentage of developed area that must be treated is 60%. The applicant proposes to construct a subsurface sand filter and six drip edge filters, which together will treat runoff from 63% of the resulting developed area.

The stormwater management system proposed by the applicant was reviewed by, and revised in response to comments from, BLR. After a final review, BLR commented that the proposed stormwater management system is designed in accordance with the Chapter 500 General Standards and recommended that the applicant's design engineer or other qualified professional oversee the construction of the stormwater management system to ensure that it is installed in accordance with the details and notes specified on the approved plans. Within 30 days from completion of the entire system or 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 the dates of each inspection to the BLR for review. BLR also requested that within six months of completion of the entire stormwater management system, the applicant must submit as-built (record) drawings for the stormwater management system to BLR for review.

After a final review, BLR commented that the proposed stormwater management system is designed in accordance with the Chapter 500 General Standards, provided that the applicant meets the oversight, inspection, and reporting requirements described above.

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 Chapter 500 Basic and General Standards.

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. § 420-D, and Chapters 500 of the Department's rules:

A. The applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 Basic Standards for: (1) erosion and sediment control; (2) inspection and maintenance; (3) housekeeping; and (4) grading and construction activity provided that the applicant meets the requirements of Finding 2A and the corresponding conditions below.

B. The applicant has made adequate provision to ensure that the proposed project will meet the Chapter 500 General Standards provided that the applicant meets the requirements of Finding 2B and the corresponding conditions below.

THEREFORE, the Department APPROVES the above noted application of GREAT FALLS CONSTRUCTION to construct a stormwater management system for a residential housing complex in Windham, Maine, 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. The applicant shall retain the design engineer or another qualified professional engineer to oversee the construction of the stormwater management system to ensure it is installed in accordance with the details and notes specified on the approved plans. Within 30 days of the completion of the entire system, or if the project takes more than one year to complete, at least once per year, the applicant shall submit a log of inspection reports that contain a list of the items inspected, photographs taken, and the dates of each inspection to the BLR for review.

5. Within six months of the completion of the stormwater management system, the applicant shall submit as-built drawings, signed and stamped by a professional engineer licensed in Maine, to the BLR for review.

6. Prior to occupancy of the new buildings, the applicant shall submit a copy of an executed long-term maintenance contract, for a minimum of 5 years and renewable, for the on-going maintenance of the subsurface sand filter to the BLR for review.

7. Grit, sediment, and other materials removed from stormwater control structures shall be disposed of in compliance with the Maine Solid Waste Management Rules.

8. Prior to the start of construction, the operator of the construction site must submit a Notice of Intent form and relevant submissions to the Department for review, which demonstrate compliance with the standards and requirements of the latest Maine Construction General Permit.

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 18TH DAY OF AUGUST, 2025.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY:_____
For: Melanie Loyzim, Commissioner

PLEASE NOTE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES.

CD/L #100075-001/MELS # HQA-H5K2-9GYZK

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 subcontractor 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.

November 16, 2005 (revised August 15, 2015)

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.