

**Pineland**

Cumberland Hall
41 Campus Drive, Suite 101
New Gloucester, ME 04260

Portland

565 Congress Street, Suite 201
Portland, ME 04101

December 23, 2019

1841

Ms. Jennifer Curtis, Planner
Town of Windham
Planning Department
8 School Road
Windham, ME 04062

Final Subdivision & Site Plan Application: Cook Road Condominiums

Dear Jennifer:

On behalf of Mr. James Cummings, we are pleased to submit the Final Subdivision & Site Plan Application for the Cook Road Condominiums, a 46-unit 55+ development at the southwesterly corner of Gray Road and Cook Road. The property is shown as lot #5 on the Town of Windham Tax Map #9. The 12.88-acre property is located within the Farm Zone (F) as well as the Retirement Community and Care Facility Overlay District (RCCFO).

The project received preliminary Subdivision and Site Plan approval with conditions on March 11, 2019. Terradyn Consultants submitted Stormwater Law and NRPA Tier 1 wetland alteration permit applications to the Maine DEP and U.S. Army Corps of Engineers following preliminary approval. The Maine General Permit approval has been received from the Corps and DEP staff has informed us that they expect to issue the Stormwater and NRPA permits in the next few weeks.

PROJECT DESCRIPTION

Mr. Cummings proposes to create a 46-unit retirement community that will feature a mixture of duplexes and multi-unit buildings. Half of the units will feature a 1-car garage while the other half will have a 2-car garage. The development will feature a centrally located club house and outdoor recreation area. All 46 units will be accessed from the proposed internal roadway system. The roads will have a 4' wide paved shoulder that will serve as a pedestrian walkway. The roadway system will connect to both Gray Road & Cook Road since more than 30 units are proposed. The units along Gray Road will be designed so that the front of each unit faces the existing street.

Water supply to the development will be by connection to the existing Portland Water District main on the east side of Gray Road. The on-site water distribution system will be private, with a domestic meter pit near the property line and a separate, non-metered fire

line. A new hydrant will be constructed adjacent to the internal intersection per request of the fire chief. Wastewater will be discharged to eight (8) separate on-site multi-unit septic systems. Electrical, cable TV and telecommunications lines will be installed underground.

SUMMARY OF REVISIONS TO PRELIMINARY PLANS

We have made minor revisions to the plans to address Planning Board comments received in the preliminary review process, as well as the Maine DEP permitting review process. We also made other revisions in the course of our detailed final design process.

Revisions in response to Planning Board review include:

- Addition of a Landscaping Plan (Sheet L-1.0) showing enhanced vegetation buffering along Gray Road and additional street trees within the development.
- Addition of pedestrian-scale lighting to the Site Plan (Sheet C-1.0). A light fixture cut sheet is attached. Additional residential-scale lighting will be provided by lamp posts and/or wall-mounted lighting at the units.
- Standard Conditions of Approval and Standard Notes are added to the Site Plan (Sheet C-1.0).

Minor plan revisions in response to Maine DEP review comments include: addition of snow storage areas and test pits at the three (3) proposed stormwater treatment systems.

Other final design revisions include water distribution system revisions required by Portland Water District and revisions to on-site septic systems (shown on the Utility Plan, Sheet C-3.0). The revised septic report, additional test pits, and nitrate assessment report by Summit Geoengineering, Inc are attached.

We have incorporated previously-received comments from Portland Water District in the enclosed final plans, and have sent them the updated plans for review. Upon completion of their review, they will provide an ability to serve letter for the development.

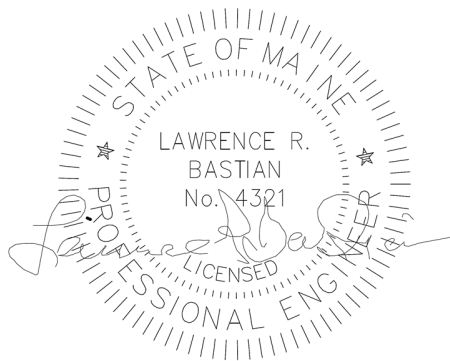
ATTACHMENTS

- Lighting cut sheet
- Septic System Report (6/19/2019)
- Nitrate Assessment Report (6/19/2019)
- Stormwater Test Pits (6/19/2019)
- Army Corps General Permit
- Draft Condominium Documents
- Official Species List for Project Area

Proposed building elevations developed by the applicant will be provided under separate cover. As noted above, we expect to receive Maine DEP permits within the next few weeks and will provide copies of permits when received.

We are hopeful that this application can be placed on the agenda for the January 13, 2020 Planning Board meeting, assuming receipt of Maine DEP permits prior to the meeting. Thank you for your consideration, and please call us if you have any questions as you review the enclosed plans and information.

Sincerely,
TERRADYN CONSULTANTS, LLC



Larry Bastian, P.E.
Civil Engineer

Enclosures as noted above

cc: James Cummings

LIGHTING CUT SHEET

- MicroCore™ technology
- First decorative, modular system with precise LED aiming capabilities
- Surge protection included
- 0-10v dimming ready
- IP66 optics
- DLC listed
- Powder coat finish in 14 standard colors with a polymer primer sealer



ORDERING INFORMATION

UCM/UCL		ANG			T4	32-4K	450		
MODEL		HOOD		COLOR TEMPERATURE		FIXTURE FINISH		OPTIONS	
UCM	Universe Medium	ANG	Angled hood	UCM		Standard Colors		OPTIONS - HOOD	
UCL	Universe Large	BEL	Bell hood	32LED-3K Warm White, 3000K output		WH	Arctic White	COP Copper	
UCM Upgrade Kit – UCM-LK		FLR	Flared hood	32LED-4K Neutral White, 4000K output		BL	Black	STS Stainless Steel	
UPLT	For internal illumination. Add 4 watts	STR	Straight hood	32LED-5K Bright White, 5000K output		BLT	Matte Black	OPTIONS	
Distribution	T2, T3, T4, T5, TL, TR	SKB	Skirted bell hood	UCL		DGN	Dark Green	SLC Luminous element remains unlit during normal operation	
Color	32LED-3K, 32LED-4K, 32LED-5K	LUMINOUS ELEMENTS OPTION		56LED-3K Warm White, 3000K output		DB	Dark Bronze	FTG Flat glass lens.	
Driver	700 (700mA, 75 watts)	WND	4 luminous windows	56LED-4K Neutral White, 4000K output		TT	Titanium	FLD Lightly diffused finish on flat glass lens	
Bezel Fishes	Available in 13 standard finishes and premium finishes	SR	Solid rings	56LED-5K Bright White, 5000K output		WDB	Weathered Bronze	RCK Rock guard. UCM only.	
UCL Upgrade Kit – UCL-LK		VSL	Vertical slots	DRIVER		MDB	Metallic Bronze	LDL Lightly diffused lens	
UPLT	For internal illumination. Add 4 watts	LUM	Luminous rings	120 thru 277 volt		CRT	Corten	PCA-C Rotatable photocell housing-contemporary	
Distribution	T2, T3, T4, T5, TL, TR	LUMINOUS RINGS COLOR OPTION		UCL		MAL	Matte Aluminum	SCP Programmable motion control, factory default is 50%, requires pole.	
Color	56LED-3K, 56LED-4K, 56LED-5K	BLU	Blue inner lens	700 700mA drive current, 132 watts		MG	Medium Grey		
Driver	700 (700mA, 132 watts)	RD	Red inner lens	450 450mA drive current, 84 watts		AGN	Antique Green		
	450 (450mA, 84 watts)	GRN	Green inner lens	UCM		LG	Light Grey		
Bezel Fishes	Available in 13 standard finishes and premium finishes	DISTRIBUTION		700 700mA drive current, 75 watts		Premium Colors			
		T2	Type 2	450 450mA drive current, 49 watts		SHK	Shamrock		
		T3	Type 3			SPP	Salt and Pepper		
		T4	Type 4			SFM	Seafoam		
		T5	Type 5			WCP	Weathered Copper		
		TL	45° Left			RAL	Provide a RAL 4 digit color number		
		TR	45° Right			CUSTOM COLOR			
						Please provide color chip for matching			

SCP (Sensor Control Programmable) pole accessory is available to provide occupancy detection for outdoor applications meeting California Title 24. For complete spec sheet and ordering information, visit www.aal.net/products/sensor_control/programmable/

Please visit www.aal.net for mounting, dimensions, weight and EPA.

FEATURES

- DLC Premium and STD Qualified
- Up to 1000' wireless communication
- Motion sensing up to 40' mounting height
- Superior BUG ratings
- Type II, III, IV, V, and custom distributions



IP66



Downlight only,
3000K and warmer CCTs

CONTROL TECHNOLOGY

wiSCAPE™

SPECIFICATIONS

CONSTRUCTION

- All housing components shall be die-cast aluminum 360 alloy, sealed with continuous silicone rubber gaskets
- Hood and spacers shall be heavy gauge spun aluminum with hemmed edges for added rigidity
- Luminous rings shall be clear acrylic with an internal lens
- Standard configurations do not require a flat lens, optional lenses shall be tempered glass
- All internal and external hardware shall be stainless steel
- Luminaire finish shall consist of a five stage pretreatment regimen with a polymer primer sealer, oven dry off, and top coated with a thermoset super TGIC polyester powder coat finish.
- Optical bezel finish shall match the luminaire housing

OPTICS

- Molded silicone gasket ensures a weather-proof seal around each individual LED
- Features revolutionary individual LED optical control based on high performance TIR optical designs
- House Side Shield is available on Standard and Clear Lens options except any Type 5 distribution. House Side Shield is not available for any distribution using a Diffused Lens

INSTALLATION

- Luminaire shall be attached to the arm assembly with three stainless steel bolts. The connection shall be sealed with a silicone compression gasket
- Post top arms and brackets shall slip over a 4"/100mm O.D. or a 5"/127mm as configured and secured with six stainless steel set screws.

INSTALLATION CONTINUED

- Wall mounted arms and brackets shall require mounting hardware by others

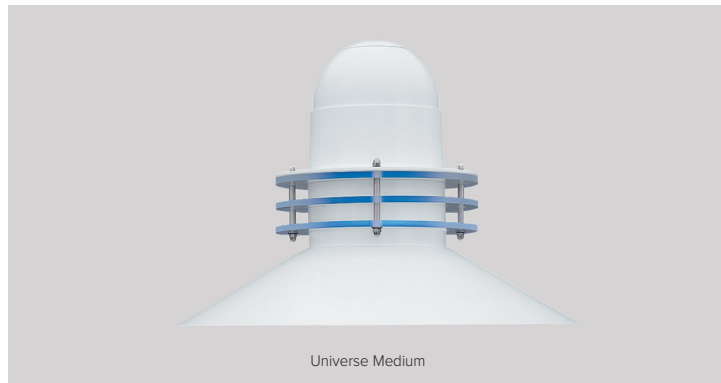
ELECTRICAL

- Luminaires shall have integral surge protection that shall be U.L. recognized and have a surge current rating of 10,000 Amps using the industry standard 8/20uSec wave and surge rating of 372J
- Drivers shall be U.L. recognized with an inrush current maximum of <20.0 Amps maximum at 230VAC
- Drivers shall not be compatible with current sourcing dimmers, consult factory for current list of known compatible dimming systems, approved dimmers include Lutron Diva AVTV, Lutron Nova NFTV and NTFTV

CONTROLS

- Wireless enabled fixtures shall support bi-directional radio frequency (RF) communications utilizing IEEE 802.15.4 operating in the 2.4GHZ ISM band
- Up to 1000' wireless range may be reduced by physical obstructions between fixtures
- Motion sensor shall be flame retardant, UV resistant, impact resistant, recyclable polycarbonate
- Motion Sensor shall use passive infrared (PIR) sensing technology that reacts to changes in infrared energy (moving body heat) within the coverage area. Careful consideration must be given to obstructions that may block the sensor's line of sight
- Factory default settings for SCP option shall be
- High mode: 10V
- Low mode: 1V

UNIVERSE



RELATED PRODUCTS

UCL2

UCS

UCB

CONTROLS CONTINUED

- Ramp-up rate: disabled
- Fade-down rate: disabled
- Photocell: Off
- Sensitivity: Full
- Time Delay: Fade to low: 5 minutes
- Time Delay: Fade to off: 1 hour

CERTIFICATIONS

- UL 1598 Standard for luminaires
- IP66 certified
- RoHS compliant
- IDA approved, 3000K and warmer CCTs only.

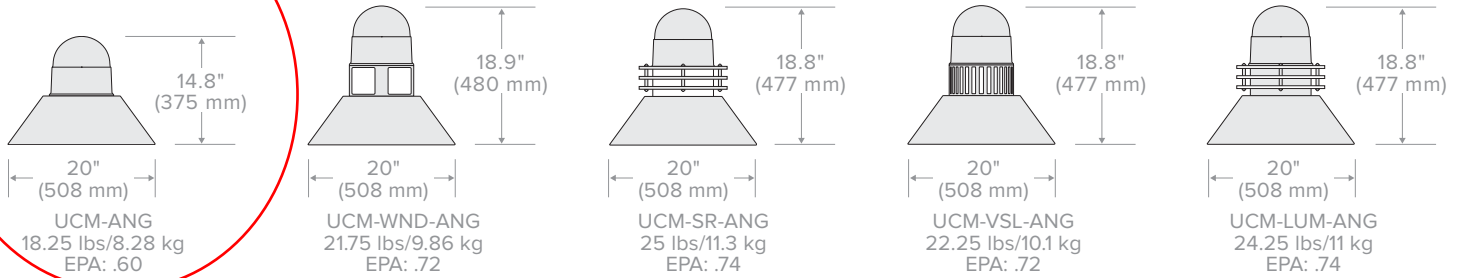
WARRANTY

- See [HLI Standard Warranty](#) for additional information

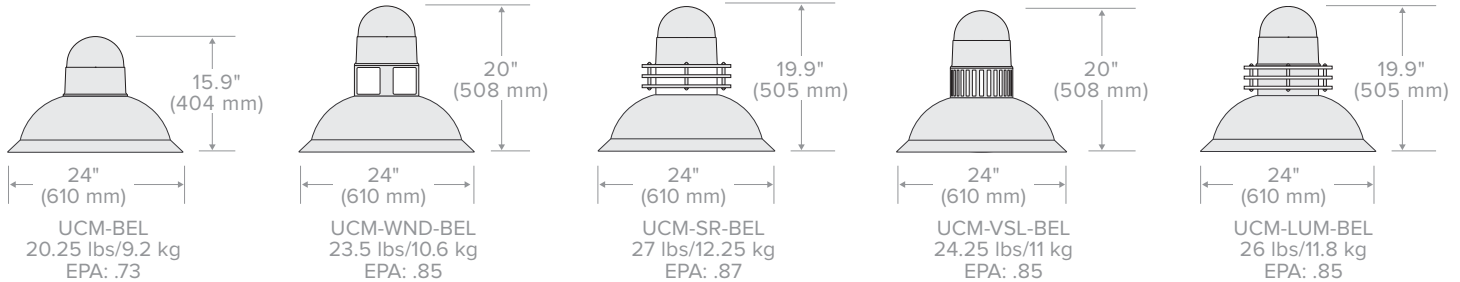
KEY DATA	
LUMEN RANGE	1,821–9,336
WATTAGE RANGE	31.52–71.6
EFFICACY RANGE (LPW)	54.5–138.5
LIFE (HOURS)	L70/60,000
INPUT CURRENT RANGE (mA)	260/420/615 mA
WEIGHT	18 lbs 4.1 kg to 27 lbs 12.25 kg
EPA	.53 to 1.05

DIMENSIONS

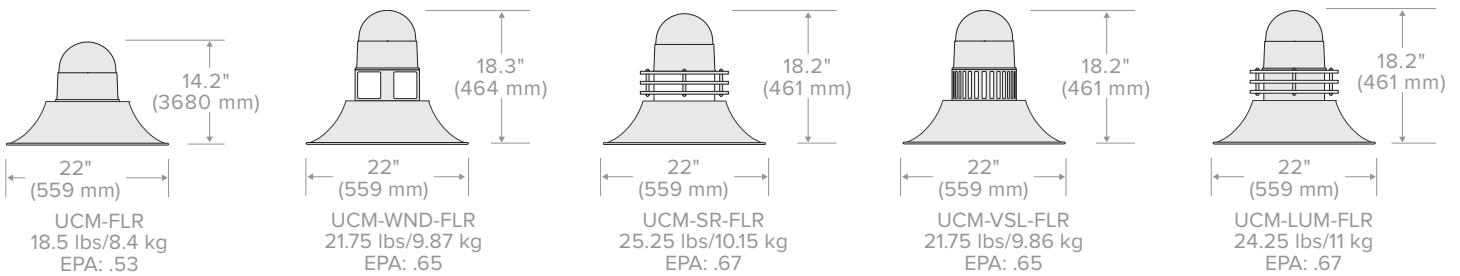
ANGLED HOOD CONFIGURATION



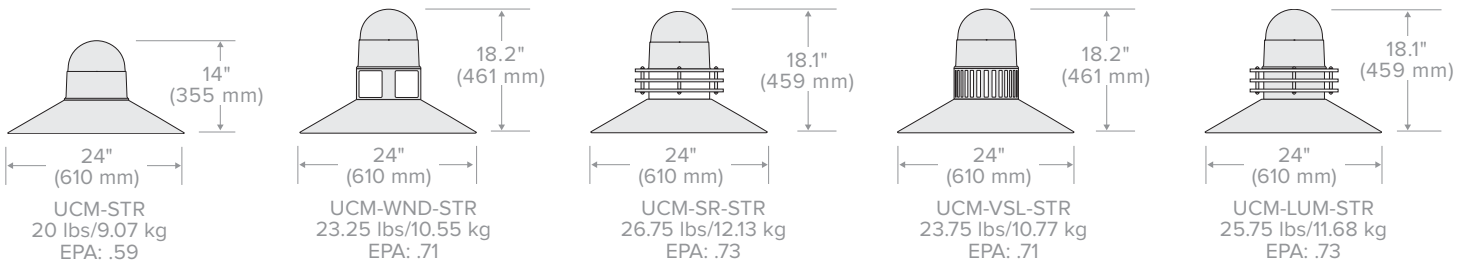
BELL HOOD CONFIGURATION



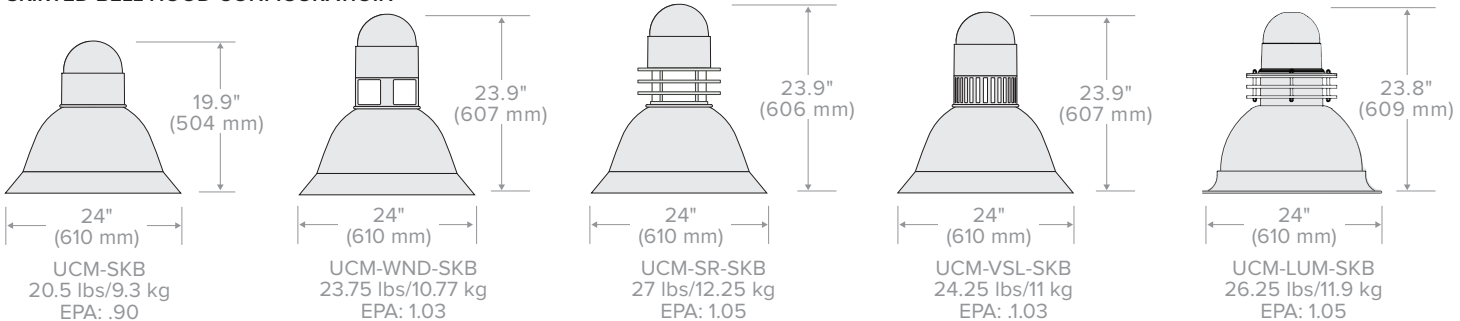
FLARE HOOD CONFIGURATION



STRAIGHT HOOD CONFIGURATION



SKIRTED BELL HOOD CONFIGURATION



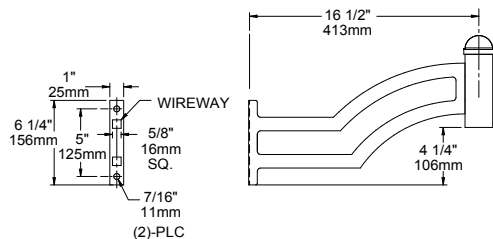
ADDITIONAL INFORMATION CONTINUED

MOUNTING POLE OPTIONS

SLA2-D

Wt: 6 lbs

EPA: .30

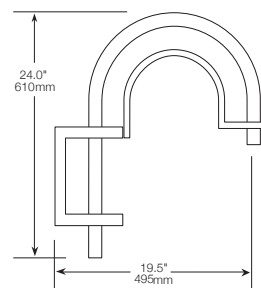


4" POLE

SLA3

WT: 8 LBS

EPA: .77

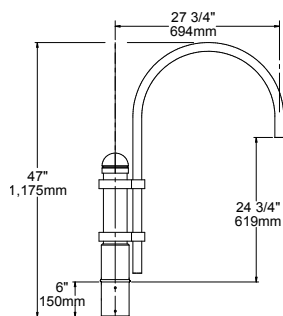


4" POLE

SLA4

WT: 14 LBS

EPA: 1.39

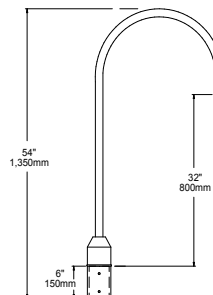


4" POLE

SLA7

WT: 9 LBS

EPA: 1.34

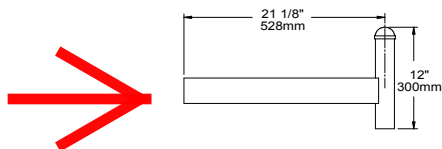


4" POLE

SLA8D

WT: 5 LBS

EPA: .40

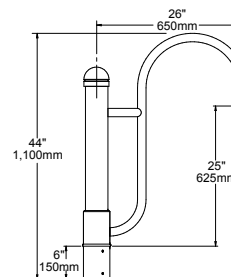


4" OR 5" POLE

SLA9

WT: 18 LBS

EPA: 1.90

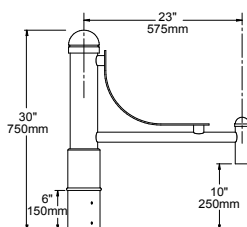


4" POLE

SLA10

WT: 9 LBS

EPA: 1.09

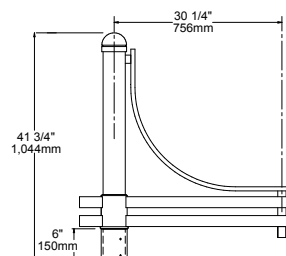


4" POLE

SLA16

WT: 18 LBS

EPA: 2.88



4" POLE

SEPTIC SYSTEM REPORT (6/20/2019)

June 20, 2019
Summit #18218

Jim Cummings
PO Box 957
Windham, ME 04062

Reference: Preliminary Septic System Investigation Revision 1
Cook Road Retirement Community
306 Gray Road, Windham, Maine (Tax Map 9 / Lot 5)

Dear Mr. Cummings:

Summit Geoengineering Services (SGS) completed a Preliminary Septic System Investigation at the above referenced 13-acre property in November 2018 and a follow up investigation in May 2019. The purpose of the investigations was to evaluate soils and site conditions for septic system suitability in accordance with the State of Maine Subsurface Wastewater Disposal Rules (August 3, 2015) for first-time systems.

This report is intended to replace the Preliminary Septic System Investigation report prepared by SGS dated November 17, 2018.

Proposed Development

The proposed Cook Road Retirement Community consists of forty-six (46) two-bedroom units and a clubhouse. The proposed development will be served by public water via a Portland Water District (PWD) water main from Gray Road, and on-site subsurface wastewater disposal systems.

Water Supply Well Survey

SGS contacted the PWD customer services center and verified that all properties within 200 feet of the site along Gray Road are served by public water. It is therefore assumed that no potable drinking water wells are in use at properties on Gray Road within 200 feet of the site property boundary.

The three homes on Cook Road in the vicinity of the site are served by drilled bedrock wells. The drilled wells for 7 Cook Road and 12 Cook Road are located within 200 feet of the property boundary and were approximately located using tape measurements to property pins or utility poles shown on the Terradyn Consultants, LLC site plan. The drilled well serving 17 Cook Road is located more than 200 feet from the property boundary.

Soil Profile and Drainage Conditions

SGS completed a thorough survey of soils on the property with a hand shovel, hand auger and/or tile probe. Soil test locations in November 2018 were located using tape measurements to surveyed site features, and grade stakes laid out by Wayne Wood and Company at select building location corners, and along the proposed road center lines. Soil test location in May 2019 were located with a mapping grade Trimble Geo7x GPS to an accuracy of approximately 3 feet. The thirty (30) soil test pit or boring locations are shown on the site plan included as Attachment 1. Soil test pit / boring logs are provided in Attachment 2.

Soil at the tested locations consisted of fine sandy loam to a gravelly sandy loam soils derived from ablation or lodgment till. Depths to the seasonal high groundwater table ranged from at the ground surface in low lying wetland areas, to greater than 4 feet below the ground surface in the northeast portion of the property along Gray Road.

Areas of shallow depth to bedrock soils occur throughout the property and are most prevalent on the western side of the property (along the woods road) and near the wetland areas in the central and southern areas of the property.

Soil at proposed disposal field locations are classified as soil profile 2 and 3. The stone bed square foot equivalent loading rate for soils is medium-large (3.3 square foot per gallon per day).

Proposed Subsurface Wastewater Disposal Fields

SGS selected ten (10) locations on the property for subsurface wastewater disposal fields. The disposal field locations were arranged such that the footprints are on soils meeting first-time system criteria, and applicable setbacks are met for property lines, proposed building foundations, proposed on-site stormwater treatment structures, off-site ditches along Gray Road, and off-site water supply wells on Cook Road. It is assumed that all buildings will have full or frost-wall foundations.

The proposed disposal field locations and system designations (A through J) are shown on the site plan provided in Attachment 1. Disposal field design flows range from 360 gallons per day (GPD) to 1,800 GPD. Where necessary, Fuji Clean CE-series and CEN-series advanced treatment systems are proposed to allow for a reduction in disposal field area size and for treatment of nitrogen to meet nitrate-nitrogen concentration requirements¹ in groundwater at the property boundary. Fuji Clean CE-series and CEN-series models allow for 50% and 75% reduction in disposal field size, respectively (documentation provided in Attachment 3).

The ten (10) subsurface wastewater disposal systems proposed, dwelling units served and design flows are summarized in the table below.

¹ A groundwater nitrate-nitrogen assessment was prepared by SGS and is presented under separate cover.

Proposed Subsurface Wastewater Disposal Systems

System Designation	Units Served (No. 2-bedroom units served)	Design Flow (GPD)	Proposed Leachfield / Treatment Tanks
A	1 & 2 (2)	360	20 ft x 19 ft – Eljen Geotextile Sand Filter (GSF) 1,000-gallon septic tank
B	3,4,5,6 (4)	720 ¹	21 ft x 37.5 ft – Infiltrator High Capacity Plastic Chambers 1,500-gallon septic tank Fuji Clean CE10 (serves 4 units)
C	7,8,9,10 (4)	720 ¹	21 ft x 37.5 ft – Infiltrator High Capacity Plastic Chambers 1,500-gallon septic tank Fuji Clean CE10 (serves 4 units)
D	11 & 12 (2)	360	21 ft x 37.5 ft – Infiltrator High Capacity Plastic Chambers 1,000-gallon septic tank
E	13 & 14 (2)	360	21 ft x 37.5 ft – Infiltrator High Capacity Plastic Chambers 1,000-gallon septic tank
F	15 – 22 (8)	1,440	25.5 ft x 72 ft – Eljen Geotextile Sand Filter (GSF) (2) – 2,000-gallon septic tanks
G	27-30 (4) 31-36 (6)	1,800 ¹	33 ft x 62.5 ft Infiltrator High Capacity Plastic Chambers Fuji CE-21 serving all units (2) – 2,000-gallon septic tanks
H	23 – 26 (4) + clubhouse	720 ² 100 ³	21 ft x 43.5 ft – Infiltrator High Capacity Plastic Chambers (1) – 2,000-gallon septic tank (1) – 1,000-gallon septic tank Fuji Clean CEN10 (serves 4 units only) Clubhouse served by 1,000-gallon septic tank only
I	37-40 (4)	720	11 ft x 68 ft – Eljen Geotextile Sand Filter (GSF) 2,000-gallon septic tank
J	41-46 (6)	1,080	19 ft x 60 ft – Eljen Geotextile Sand Filter (GSF) 2,000-gallon septic tank 1,000-gallon septic tank

Note:

1. Fuji Clean CE-series units allow for 50% disposal field size reduction. Effluent total nitrogen equal to 20 mg-N/L.
2. Fuji Clean CEN-series units allow for 75% disposal field size reduction. Effluent total nitrogen is equal to 10 mg-N/L.
3. The clubhouse is assumed to be an assembly area (meeting hall) with 50 persons (patrons) during an average day. The design flow is calculated as follows: 2 GPD/person x 50 persons = 100 GPD.

CONCLUSIONS

The proposed subsurface wastewater disposal systems for the Cook Road Retirement Community meet the State of Maine Subsurface Wastewater Disposal Rules (August 3, 2015) criteria for first-time systems.

Note that a complete HHE-200 application for each proposed subsurface wastewater disposal system must be prepared by a Licensed Site Evaluator and approved by the Local Plumbing Inspector prior to installation.

If you have any questions concerning this letter, please feel free to contact me.

Sincerely yours,
Summit Geoengineering Services



Stephen B. Marcotte, C.G., L.S.E.
Maine Licensed Site Evaluator #387



enclosures

Attachment 1

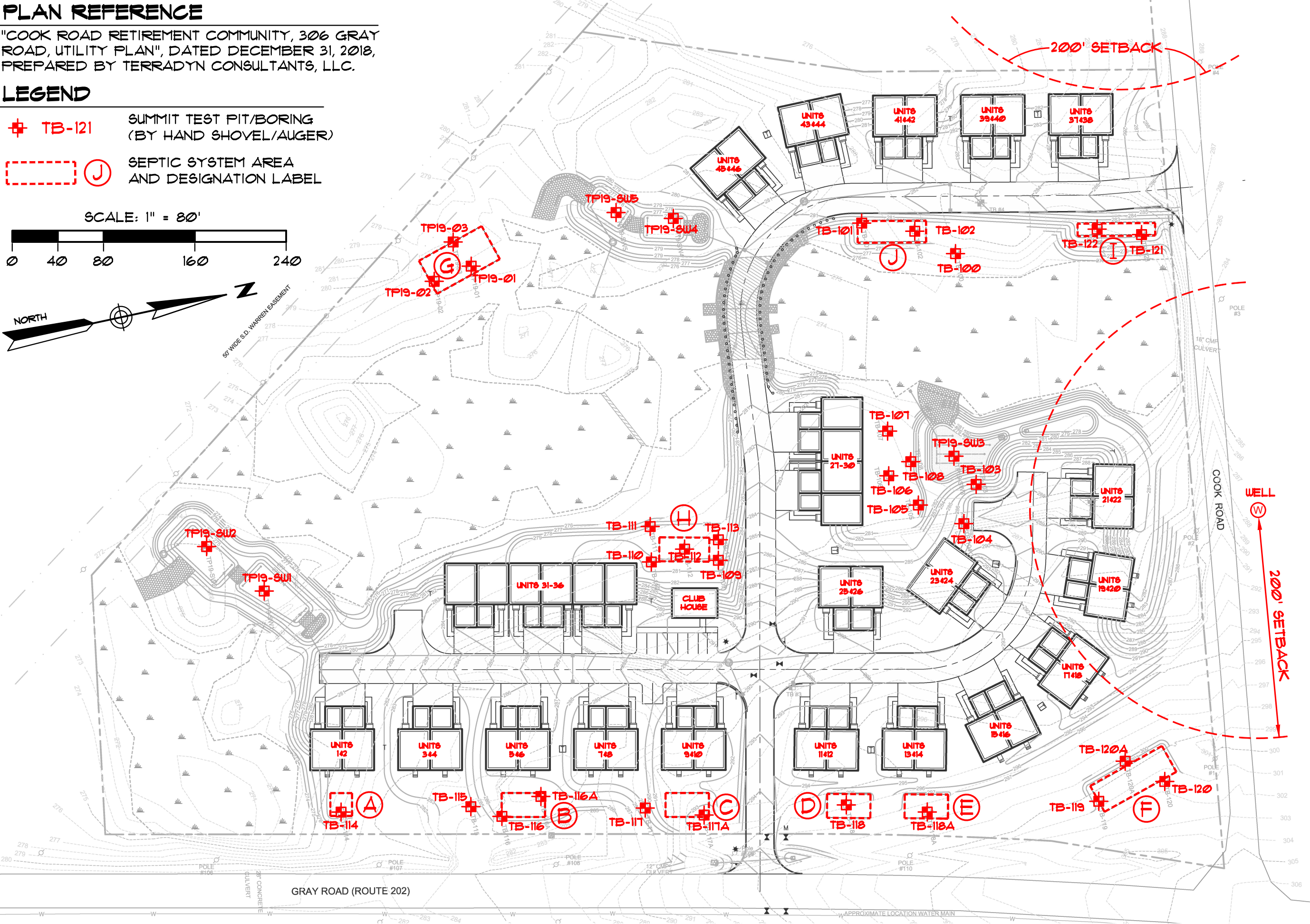
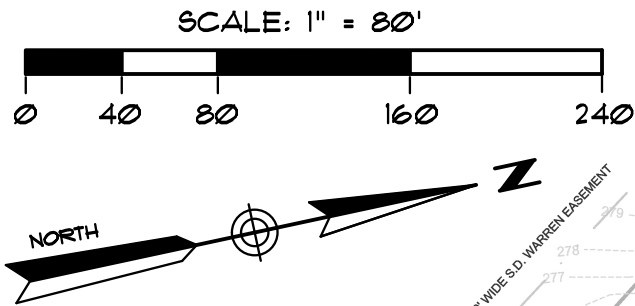
Septic System Location Plan

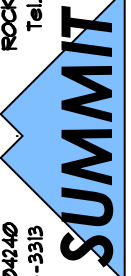
PLAN REFERENCE

"COOK ROAD RETIREMENT COMMUNITY, 306 GRAY ROAD, UTILITY PLAN", DATED DECEMBER 31, 2018, PREPARED BY TERRADYN CONSULTANTS, LLC.

LEGEND

-  TB-121 SUMMIT TEST PIT/BORING (BY HAND SHOVEL/AUGER)
-  SEPTIC SYSTEM AREA AND DESIGNATION LABEL



PROJECT: COOK ROAD RETIREMENT COMMUNITY 306 GRAY ROAD - WINDHAM, ME	TITLE: SEPTIC SYSTEM LOCATION PLAN		SCALE: 1" = 80' DATE: JUNE 17, 2019	CLIENT: JIM CUMMINGS
	DRAWN BY: KRF APPR BY: SBM			
PROJ. #: 18218 FIGURE: 1			<div>SUMMIT ENGINEERING SERVICES</div>	

145 LEBON ST. - SUITE 101
LEWISTON, ME 04240
Tel: (207) 576-3313

173 PLEASANT STREET
ROCKLAND, ME 04841
Tel: (207) 318-7161

Attachment 2

Soil Test Pit and Boring Logs

Observation Hole # TB-101 □ Test Pit ■ Boring

3 " Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
Gravelly Fine Sandy Loam	Friable	Dark Brown	
		Yellowish Brown	None Noted
Bedrock at 18 to 24"			


Soil Classification Slope Limiting Factor □ Groundwater
2 All 5% 18 to 24" □ Restrictive Layer
 Profile Condition Percent Depth ■ Bedrock

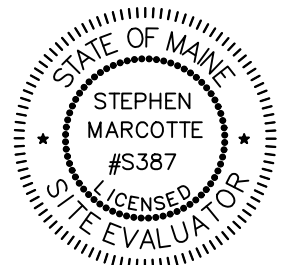
Observation Hole # TP-103 ■ Test Pit □ Boring

1 " Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
		Dark Brown	
Gravelly Fine Sandy Loam	Friable	Yellowish Brown	
	Somewhat Firm	Olive Brown to Olive	Common & Distinct
Bedrock at 28"			

Soil Classification Slope Limiting Factor ■ Groundwater
 3 C/AIII 13% 15" □ Restrictive Layer
 Profile Condition Percent Depth □ Bedrock

INVESTIGATOR INFORMATION AND SIGNATURE		
Signature:		Date: 11/16/2018
Name Printed/typed:	STEPHEN B. MARCOTTE	Cert/Lic/Reg.# <div style="border: 1px solid black; padding: 2px; display: inline-block;">387</div>
Title:	<input checked="" type="checkbox"/> Licensed Site Evaluator <input type="checkbox"/> Certified Geologist <div style="margin-left: 100px;"><input type="checkbox"/> Other:</div>	



SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF
SUBSURFACE CONDITIONS AT PROJECT SITESProject Name:
306 GRAY ROAD PROPERTYApplicant Name:
JIM CUMMINGSProject Location (municipality):
WINDHAM

Observation Hole # TB-104 ☐ Test Pit ☒ Boring
1 " Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
		Dark Brown	
Gravelly Fine Sandy Loam	Friable	Yellowish Brown	
		Olive Brown to Olive	Common & Distinct
	Somewhat Firm		
Bedrock at 28"			

Soil Classification Slope Limiting Factor ☒ Groundwater
2/3 C/AIII 12% 15" ☐ Restrictive Layer
 Profile Condition Percent Depth ☐ Bedrock

Observation Hole # TB-105 ☐ Test Pit ☒ Boring
1 " Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
		Dark Brown	
Gravelly Fine Sandy Loam	Friable	Yellowish Brown	
		Olive	Common & Distinct
Bedrock at 20"			

Soil Classification Slope Limiting Factor ☐ Groundwater
2 C/AIII 6% 20" ☐ Restrictive Layer
 Profile Condition Percent Depth ☒ Bedrock

Observation Hole # TB-106 ☐ Test Pit ☒ Boring
1 " Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
		Dark Brown	
Gravelly Fine Sandy Loam	Friable	Yellowish Brown	
		Olive	Common & Distinct
Bedrock at 24"			

Soil Classification Slope Limiting Factor ☐ Groundwater
2 C/AIII 6% 24" ☐ Restrictive Layer
 Profile Condition Percent Depth ☒ Bedrock

Observation Hole # TB-107 ☐ Test Pit ☒ Boring
1 " Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
		Dark Brown	
Gravelly Fine Sandy Loam	Friable	Yellowish Brown	
		Olive	Common & Distinct
Bedrock at 24"			

Soil Classification Slope Limiting Factor ☐ Groundwater
2 C/AIII 6% 24" ☐ Restrictive Layer
 Profile Condition Percent Depth ☒ Bedrock

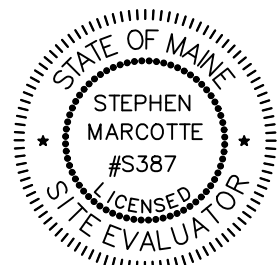
INVESTIGATOR INFORMATION AND SIGNATURE

Signature: 

Date: 11/16/2018

Name Printed/typed: STEPHEN B. MARCOTTE

Cert/Lic/Reg.# 387

Title: ☒ Licensed Site Evaluator
☐ Certified Geologist☐ Other:

SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF
SUBSURFACE CONDITIONS AT PROJECT SITESProject Name:
306 GRAY ROAD PROPERTYApplicant Name:
JIM CUMMINGSProject Location (municipality):
WINDHAM

Observation Hole # TB-108 ☐ Test Pit ☒ Boring
3 " Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
		Dark Brown	
Gravelly Fine Sandy Loam	Friable	Dark Yellowish Brown	
			Common & Distinct
	Firm	Olive	
Refusal w/ probe in Hardpan at 33"			

Soil Classification Slope Limiting Factor ☒ Groundwater
3 D 6% 10" ☐ Restrictive Layer
 Profile Condition Percent Depth ☐ Bedrock

Observation Hole # TB-109 ☐ Test Pit ☒ Boring
1 " Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
		Brown	
Gravelly Fine Sandy Loam	Friable		None Noted
		Yellowish Brown	
Bedrock at 25"			

Soil Classification Slope Limiting Factor ☐ Groundwater
2 AIII 2% 25" ☐ Restrictive Layer
 Profile Condition Percent Depth ☒ Bedrock

Observation Hole # TB-110 ☐ Test Pit ☒ Boring
1 " Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
		Dark Brown	
Gravelly Fine Sandy Loam	Friable	Yellowish Brown	
			Common & Distinct
	Firm	Olive/Gray	
Refusal with probe in hardpan at 42"			

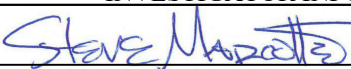
Soil Classification Slope Limiting Factor ☒ Groundwater
2 C/AIII 6% 24" ☐ Restrictive Layer
 Profile Condition Percent Depth ☐ Bedrock

Observation Hole # TB-111 ☐ Test Pit ☒ Boring
1 " Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
Gravelly Fine Sandy Loam		Dark Brown	
	Friable	Yellowish Brown	
Gravelly Sandy Loam to Loamy Sand		Olive Brown	Common & Distinct
	Dense		
Refusal with probe in possible bedrock 25"			

Soil Classification Slope Limiting Factor ☐ Groundwater
2 D/AIII 6% 25" ☐ Restrictive Layer
 Profile Condition Percent Depth ☒ Bedrock

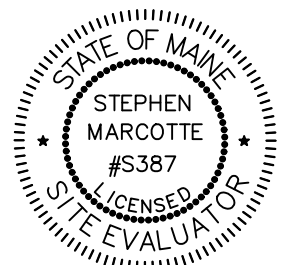
INVESTIGATOR INFORMATION AND SIGNATURE

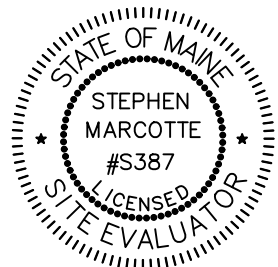
Signature: 

Date: 11/16/2018

Name Printed/typed: STEPHEN B. MARCOTTE

Cert/Lic/Reg.# 387

Title: ☒ Licensed Site Evaluator
☐ Certified Geologist☐ Other:



SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF
SUBSURFACE CONDITIONS AT PROJECT SITESProject Name:
306 GRAY ROAD PROPERTYApplicant Name:
JIM CUMMINGSProject Location (municipality):
WINDHAM

Observation Hole # TB-116 ☐ Test Pit ☒ Boring

0" (lawn) " Depth of organic horizon above mineral soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0			Brown	
6				
12				
18	Gravelly Fine Sandy Loam	Friable	Yellowish Brown	None Noted
24				
30				
36				
42	Refusal with auger at 30"			
48	Refusal with probe in hardpan or possible bedrock at 41"			
Soil		Classification	Slope	Limiting Factor
<u>2/3</u> Profile		<u>AIII</u> Condition	<u>5%</u> Percent	<u>>=30"</u> Depth
				<input type="checkbox"/> Groundwater
				<input checked="" type="checkbox"/> Restrictive Layer
				<input checked="" type="checkbox"/> Bedrock

Observation Hole # TB-116A ☐ Test Pit ☒ Boring

0" (lawn) " Depth of organic horizon above mineral soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0				
6	Gravelly Fine Sandy Loam (Fill around home)	Friable	Brown to Olive	Relic Mottling Noted
12				
18			Brown	
24	Gravelly Sandy Loam	Friable	Yellow Brown	None Noted
30				
36				
42	Refusal with auger at 32"			
48	No Refusal with probe to 48"			
Soil		Classification	Slope	Limiting Factor
<u>2</u> Profile		<u>C/B</u> Condition	<u>5%</u> Percent	<u>>=32"</u> Depth
				<input type="checkbox"/> Groundwater
				<input type="checkbox"/> Restrictive Layer
				<input type="checkbox"/> Bedrock

Observation Hole # TB-117 ☐ Test Pit ☒ Boring

0 " Depth of organic horizon above mineral soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0			Brown	
6				
12	Gravelly Fine Sandy Loam	Friable		None Noted
18			Yellowish Brown	
24				
30				
36				
42	Refusal with auger at 24"			
48	Refusal with probe on assumed bedrock at 36"			
Soil		Classification	Slope	Limiting Factor
<u>2</u> Profile		<u>C/AIII</u> Condition	<u>5%</u> Percent	<u>>=24"</u> Depth
				<input type="checkbox"/> Groundwater
				<input checked="" type="checkbox"/> Restrictive Layer
				<input checked="" type="checkbox"/> Bedrock

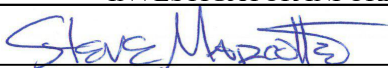
Observation Hole # TB-117A ☐ Test Pit ☒ Boring

0 " Depth of organic horizon above mineral soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
0			Brown	
6				
12	Gravelly Fine Sandy Loam	Friable	Yellowish Brown	None Noted
18				
24				
30				
36	Refusal with auger at 18"			
42	Refusal in hard pan at 28"			
48	Small borrow area into hardpan is downslope			
Soil		Classification	Slope	Limiting Factor
<u>3</u> Profile		<u>C</u> Condition	<u>5%</u> Percent	<u>>=18"</u> Depth
				<input type="checkbox"/> Groundwater
				<input checked="" type="checkbox"/> Restrictive Layer
				<input checked="" type="checkbox"/> Bedrock

INVESTIGATOR INFORMATION AND SIGNATURE

Signature:



Date:

11/16/2018

Name Printed/typed:

STEPHEN B. MARCOTTE

Cert/Lic/Reg.#

387

Title:

☒ Licensed Site Evaluator☐ Certified Geologist☐ Other:

Observation Hole # TB-118A □ Test Pit ■ Boring

1 " Depth of organic horizon above mineral soil


Texture	Consistency	Color	Mottling
		Brown	
Sandy Loam	Friable	Yellowish Brown	None Noted

Refusal with probe on possible bedrock at 18" to 24" in area of proposed disposal field

Soil	Classification	Slope	Limiting Factor
<u>2</u> Profile	<u>All</u> Condition	<u>5%</u> Percent	<u>18-24"</u> Depth

□ Groundwater
□ Restrictive Layer
■ Bedrock

Observation Hole # <u>TB-120</u>		<input type="checkbox"/> Test Pit	<input checked="" type="checkbox"/> Boring	
<u>1</u>	Depth of organic horizon above mineral soil			
Texture	Consistency	Color	Mottling	
0		Brown		
6	Friable		None Noted	
12		Yellowish Brown		
18				
24				
30				
36	Refusal with auger at 24"			
42	Refusal with probe on bedrock at 32"			
48	Soil	Classification	Slope	Limiting Factor
<u>2</u>	<u>AIII</u>	<u>7%</u>	<u>32"</u>	<input type="checkbox"/> Groundwater
Profile	Condition	Percent	Depth	<input type="checkbox"/> Restrictive Layer
				<input checked="" type="checkbox"/> Bedrock

INVESTIGATOR INFORMATION AND SIGNATURE	
Signature: 	Date: 11/16/2018
Name Printed/typed: STEPHEN B. MARCOTTE	Cert/Lic/Reg.# <div style="border: 1px solid black; padding: 2px; display: inline-block;">387</div>
Title: <input checked="" type="checkbox"/> Licensed Site Evaluator <input type="checkbox"/> Certified Geologist <input type="checkbox"/> Other:	


[illegible]

Observation Hole # _____ ☐ Test Pit ☐ Boring

_____ " Depth of organic horizon above mineral soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			
6				
12				
18				
24				
30				
36				
42				
48				

Soil	Classification	Slope	Limiting Factor	<input type="checkbox"/> Groundwater
<u>Profile</u>	<u>Condition</u>	<u>Percent</u>	<u>Depth</u>	<input type="checkbox"/> Restrictive Layer
				<input type="checkbox"/> Bedrock

INVESTIGATOR INFORMATION AND SIGNATURE		
Signature:		Date: 11/16/2018
Name Printed/typed:	STEPHEN B. MARCOTTE	Cert/Lic/Reg.# <div style="border: 1px solid black; padding: 2px; display: inline-block;">387</div>
Title:	<input checked="" type="checkbox"/> Licensed Site Evaluator <input type="checkbox"/> Certified Geologist <div style="margin-left: 100px;"><input type="checkbox"/> Other:</div>	

Observation Hole # TB19-02 □ Test Pit ■ Boring

1 " Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
		Brown	
Gravelly Sandy Loam	Friable	Yellowish Brown	None Noted
Gravelly Loamy Sand		Olive Brown	
Bedrock at 23"			


Soil Classification Slope Limiting Factor □ Groundwater
2 All 6% 23" □ Restrictive Layer
 Profile Condition Percent Depth ■ Bedrock

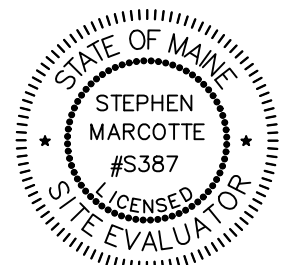
Observation Hole # _____ ☐ Test Pit ☐ Boring

_____ " Depth of organic horizon above mineral soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			
6				
12				
18				
24				
30				
36				
42				
48				

Soil	Classification	Slope	Limiting Factor	<input type="checkbox"/> Groundwater
Profile	Condition	Percent	Depth	<input type="checkbox"/> Restrictive Layer
				<input type="checkbox"/> Bedrock

INVESTIGATOR INFORMATION AND SIGNATURE			
Signature:		Date:	5/3/2019
Name Printed/typed:	STEPHEN B. MARCOTTE	Cert/Lic/Reg.#	<div style="border: 1px solid black; padding: 2px; display: inline-block;">387</div>
Title:	<input checked="" type="checkbox"/> Licensed Site Evaluator <input type="checkbox"/> Certified Geologist <div style="margin-left: 100px;"><input type="checkbox"/> Other:</div>		



Attachment 3

Fuji Clean Advanced Treatment System Information



Paul R. LePage, Governor
Tel. (207) 287-2070

Mary C. Mayhew, Commissioner

Department of Health and Human Services
Maine Center for Disease Control and Prevention
286 Water Street
11 State House Station
Augusta, Maine 04333-0011
Tel. (207) 287-8016
Fax (207) 287-9058; TTY (800) 606-0215
Fax (207) 287-4172

October 12, 2016

Fuji Clean, LLC
Attn.: Bennette D. Burkes, P.E.
1518 Willow Lawn Drive, Suite 300
Hnerico, VA 23230

Subject: Modified Approval for General Use, Fuji Clean System, CE and CEN Series

Dear Mr. Burkes:

The Division of Environmental and Community Health has reviewed your proposal for reductions in disposal field sizing and reduced separation form limiting factors for systems which incorporate the Fuji Clean System, CE and CEN Series (Fuji Clean) wastewater treatment systems. This request is predicated upon the ability of the Fuji Clean system to produce BOD5 and TSS levels below 10 mg/l, each.

The Division approves the request for reduced disposal field area and reduced separation distances as follows:

1. A minimum separation distance of 12 inches shall be maintained between the seasonal high groundwater table and the lowest elevation of the system's disposal field;
2. A minimum separation distance of 12 inches shall be maintained between bedrock and the lowest elevation of the system's disposal field;
3. Stone beds and trenches are allowed a 75 percent reduction in size, based upon the standard sizing requirements of the Rules;
4. Proprietary devices such as but not limited to plastic chambers and gravel-less pipe trenches are allowed a 50 percent reduction in size based upon the standard sizing requirements of the Rules, absent prohibitions by manufacturers;
5. Eljen GSF units may be used with Fuji Clean systems, but with no reduction in size; and
6. Maintenance agreement contracts must be included with all system installations. Terms and duration of the contracts shall be in accordance with Fuji Clean's company policies.

Because installation and maintenance has a significant effect on the working order of onsite sewage disposal systems, including their components, the Division makes no representation or guarantee as to the efficiency and/or operation of this system. Further, the Division strongly recommends that property owners enter into long term maintenance contracts with Fuji Clean, in accordance with Fuji Clean's company policies.

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

Sincerely,

A handwritten signature in blue ink that reads "James A. Jacobsen". The signature is fluid and cursive, with a long horizontal stroke at the end.

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

/jaj

xc: File



Department of Health
and Human Services
Maine People Living
Safe, Healthy and Productive Lives

Paul R. LePage, Governor

Ricker Hamilton, Commissioner

Department of Health and Human Services
Maine Center for Disease Control and Prevention
286 Water Street
11 State House Station
Augusta, Maine 04333-0011
Tel.: (207) 287-8016; Fax: (207) 287-9058
TTY Users: Dial 711 (Maine Relay)

Tel. (207) 287-2070

Drinking Water Program

Fax (207) 287-4172

April 9, 2018

Fuji Clean USA, LLC

Attn.: Scott Samuelson, Managing Director

41-2 Greenwood Road

Brunswick, ME 04011

Subject: Disposal Field Size Reduction, Fuji Clean Models CEN5, CEN7, CEN10, and CEN21

Dear Mr. Samuelson:

The Division of Environmental and Community Health has reviewed your proposal for 75 percent reductions in disposal field sizing compared to the standard sizing requirements in the Maine Subsurface Wastewater Disposal Rules for systems which incorporate Fuji Clean Models CEN5, CEN7, CEN10, and CEN21 wastewater treatment systems. This request is predicated upon the ability of the Fuji Clean system to produce BOD5 and TSS levels below 10 mg/l, each as verified in the NSF report dated April 2015.

The Division approves the request for reduced disposal field area and reduced separation distances as follows:

1. A minimum separation distance of 12 inches shall be maintained between the seasonal high groundwater table and the lowest elevation of the system's disposal field;
2. A minimum separation distance of 12 inches shall be maintained between bedrock and the lowest elevation of the system's disposal field;
3. Stone beds and trenches are allowed a 75 percent reduction in size, based upon the standard sizing requirements of the Rules;
4. Proprietary devices such as but not limited to plastic chambers and gravel-less pipe trenches are allowed a 75 percent reduction in size based upon the standard sizing requirements of the Rules, absent prohibitions by manufacturers; and
5. Maintenance agreement contracts must be included with all system installations. Terms and duration of the contracts shall be in accordance with Fuji Clean's company policies.

This letter supersedes the letter dated October 12, 2016.

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

Should you have any questions, please feel free to contact me at (207) 287-5695, or by fax at (207) 287-4172.

Sincerely,

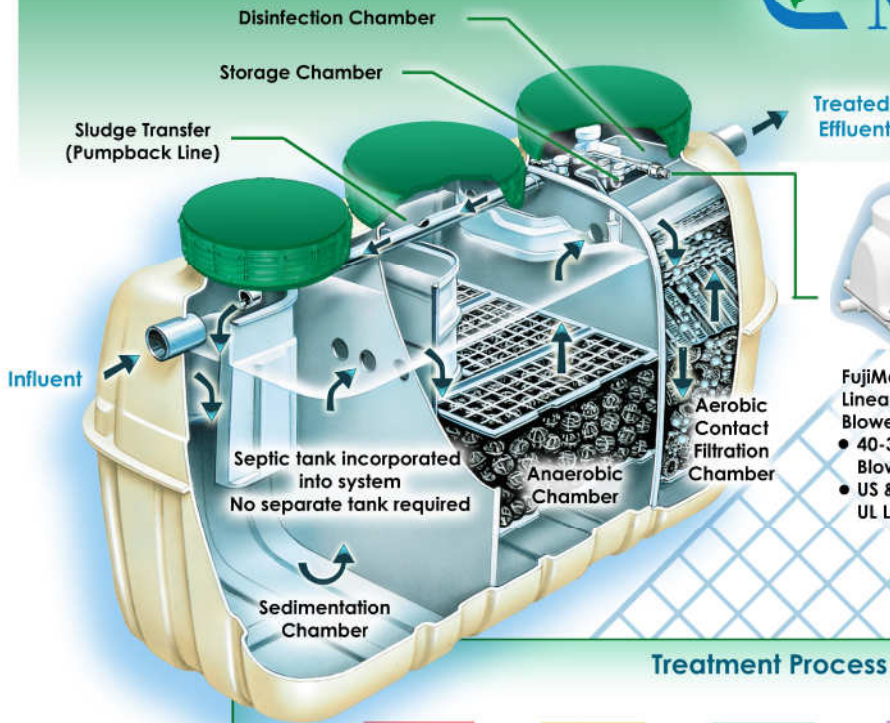


James A. Jacobsen, Environmental Specialist IV
Division of Environmental and Community Health
Drinking Water Program
Engineering Review Team
286 Water Street, Augusta, ME 04333
e-mail: james.jacobsen@maine.gov

xc: File

/jaj

MODEL CE & CEN SERIES *Technical Specification Sheet*



**FujiMac RII
Linear Diaphragm
Blower**

- 40-300L/min Blower Options
- US & CAN UL Listed

Fuji Clean Advantages

- Over 2 million installed systems worldwide
- 1-tank system – no septic tank necessary
- No moving parts in tank
- Built-in equalization - levels variable inflow
- NSF 40 and 40/245 certified
- TN removal to 70+% with CEN models
- Phosphorous reduction technology
- Smallest footprint vs. competitors
- Lowest power use vs. competitors
- Lightweight tank - easy installation
- Quick and easy O&M - no mess
- Rapid startup and restart for seasonal homes

Treatment Process

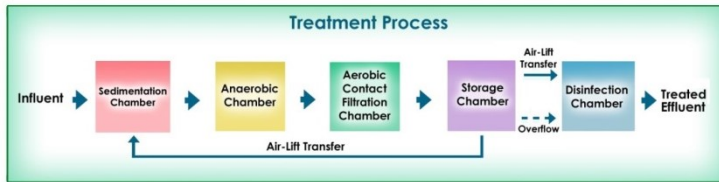


Design Specification Table	CE Series BOD, TSS, TN							CEN Series BOD, TSS, Enhanced TN			
MODEL:	CE5	CE7	CE10	CE14	CE21	CE30	CE6KG	CEN5	CEN7	CEN10	CEN21
Load Hydraulic (GPD)	360	540	720	1,000	1,900	2,700	6,000	360	540	720	1,900
EFFLUENT (assumes domestic strength influent):											
BOD – Effluent (mg/L)	10-20	10-20	10-20	10-20	10-20	10-20	10-20	10	10	10	10
BOD (removal pounds/day)	.52	.73	1.04	1.46	2.08	3.12	6.93	.69	.97	1.38	2.9
TSS (mg/L)	10-20	10-20	10-20	10-20	10-20	10-20	10-20	10	10	10	10
TN (mg/L)	10-20	10-20	10-20	10-20	10-20	10-20	10-20	10	10	10	10
BLOWER DETAIL:											
Blower Model	MAC80R	MAC80R	MAC100R	MAC100R	MAC150R	MAC200R	MAC200R (3)	MAC80R	MAC100R	MAC100R	MAC200R
Normal Pressure (kPa)	15	15	18	18	20	20	20	15	18	18	20
Airflow Volume (CFM; L/Min.)	2.8 CFM 80 L/MIN	2.8 CFM 80 L/MIN	3.5 CFM 100 L/MIN	3.5 CFM 100 L/MIN	5.3 CFM 150 L/MIN	7.0 CFM 200 L/MIN	21.0 CFM 600 L/MIN	2.8 CFM 80 L/MIN	3.5 CFM 100 L/MIN	3.5 CFM 100 L/MIN	7.0 CFM 200 L/MIN
Power Use (kWh/day)	1.1	1.1	1.6	1.6	2.4	3.4	10.2	1.1	1.6	1.6	3.4
Weight (lbs.)	11	11	11	11	13	13	13 x 3	11	11	11	13
Outlet Diameter (OD, inches)	0.70	0.70	0.70	0.70	1.0	1.0	1.0 x 3	.070	0.70	0.70	1.0
TANK DETAIL:											
Material	Fibre-Reinforced Plastic							Fibre-Reinforced Plastic			
Height (inches)	61.8	65.7	73.6	77.4	81.3	87.2	87.2	65.7	73.6	77.4	87.2
Length (inches)	85	95.7	98.8	118.9	152.8	183.7	434.7	95.7	98.8	118.9	183.7
Width (inches)	43.7	49.2	56.7	68.9	72.4	78.3	115.3	49.2	56.7	68.9	78.3
Weight (lbs.)	397	463	705	926	1,168	1,543	2,900	463	705	926	1,543
Inlet Invert (inches)	49	53	61	62	65	71	67	53	61	62	71
Outlet Invert (inches)	47	51	59	59.5	63	69	64	51	59	59.5	69
Access Ports		2@20"	2@20"	2@20"	2@20"	2@20"	4@24"x24"	2@20"	2@20"	2@20"	2@20"
Quantity & Diameter (inches)	3@20"	1@24"	1@24"	1@24"	1@24"	1@24"	3@24"x48"	1@24"	1@24"	1@24"	1@24"
Tank Volume Total (gallons)	545	749	1,069	1,498	2,252	3,199	7,267	749	1,069	1,498	3,199

Treatment Process Overview

Fuji Clean's "contact filtration" treatment is a simple, well engineered process that consists of a controlled, circuitous flow train through anaerobic and aerobic chambers and in direct contact with assorted proprietary fixed film medias on which biological digestion of organic matter occurs. Media is also designed and positioned to provide mechanical filtration of process wastewater.

The system includes two air lift pumps (see diagram below) The Recirculating Airlift Pump returns process water and sludge from the aerobic zone to the sedimentation chamber, recirculating 2-4 times inflow per day for CE models and 4-6 times inflow for CEN (enhanced denitrification) models. The Effluent Airlift Pump is designed to help equalize flow and discharge treated effluent.



Two Air Lift Pumps. One Recirculating Air Lift pump sending process water and solids back to Chamber 1, and one Effluent Air Lift Pump for measured discharge of treated effluent. (See airlift pump info below).

Chamber 3B. Disinfection Chamber (final zone before discharge – option for chlorination tablet disinfection)

Chamber 3A. Storage Chamber (settling zone)

Sludge Transfer
(Recirculating air lift pumpback) See airlift pump info below.

Outlet

Inlet

Powered by the FujiMAC "R" Series Blowers State-of-the-art linear diaphragm air blowers manufactured by Fuji Clean Co sized to provide about 2.8 cubic feet per minute to most residential systems.

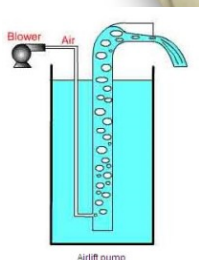
Chamber 3. Aerobic Contact Filtration Chamber
(both board and cylindrical hollow mesh media) oxygen rich zone for aerobic microbe digestion activity, solids filtration and nitrification of ammoniac nitrogens to nitrates

Chamber 2. Anaerobic Contact Filtration Chamber (spherical-skeleton filter media) organic matter decomposition by micro-organisms, suspended solids captured and nitrates are denitrified

Chamber 1. Sedimentation Chamber (separates solids and greases)

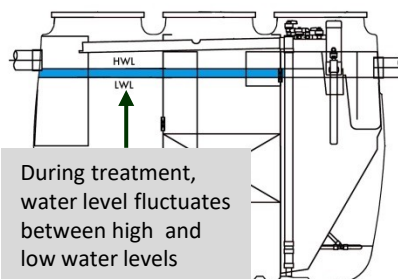
Overflow Effluent Weir

Flow Equalization
When water level exceeds LWL, treated water is discharged through Chamber 3B via the Effluent Air Lift pump. If water level exceeds HWL, then treated water is also discharged through an overflow effluent weir.

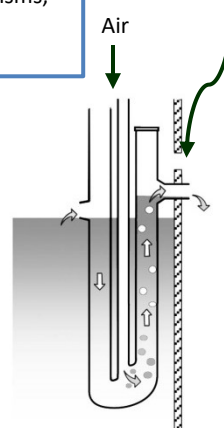


Airlift pump

Airlift Pumps. This generic illustration shows the mechanics of the "airlift pumps" used in this system, which are simple pipe conduits through which pressurized air (from blower) is introduced at the bottom and by fluid pressure, water is carried up the pipe by ascending bubbles.



During treatment, water level fluctuates between high and low water levels



NITRATE ASSESSMENT (6/20/2019)

June 20, 2019

Summit #18218

Jim Cummings
PO Box 957
Windham, ME 04062

Reference: Nitrate-Nitrogen Assessment Revision 1
Cook Road Retirement Community
306 Gray Road, Windham, Maine (Tax Map 9 / Lot 5)

Dear Jim:

Summit Geoengineering Services (SGS) performed this nitrate-nitrogen assessment to estimate the groundwater quality impact caused by the proposed subsurface wastewater disposal systems for the Cook Road Retirement Community. The proposed development consists of forty-six (46) two-bedroom retirement home units and a clubhouse on approximately 13-acres of forestland located on the west side of Gray Road in Windham, Maine. A site location map showing the site and vicinity is provided as Attachment 1.

This report is intended to replace the Nitrate-Nitrogen Assessment report prepared by SGS dated November 17, 2018.

Information used for this investigation includes a preliminary development site plan submitted for a stormwater management application prepared by Terradyn Consultants, LLC, a preliminary septic system investigation report prepared by SGS, and published soil maps, geologic maps and literature.

Site Setting

The site is located on the west side of a north-south trend ridge that runs along Gray Road (Route 202) as shown on Figure 1 in Attachment 1. Site topography for the most part is internally draining with drainage off-site where wetland areas intersect the southern property boundary. Existing grade elevation contours show that the site includes areas within three watersheds. The approximate location of watershed divides is provided on Figure 2 in Attachment 1.

Review of Maine Geological Survey maps¹ indicate the surficial geology at the site and vicinity is mapped as glacial till with areas of exposed or shallow bedrock. No mapped significant sand and gravel aquifers are located within approximately 1 mile of the property. Glacial till consists of moderate compact, poorly sorted, weakly to non-stratified mixture of silt, sand, pebble, cobbles and boulders deposited by glacial ice, and is generally deposited directly on top of bedrock.

SGS observed soils on-site during field explorations for siting the proposed subsurface wastewater disposal fields. Soils at the proposed disposal field locations consist of fine sandy loam to gravelly sandy loam soils derived from ablation till or lodgment till. Depths to the seasonal high groundwater table

¹ <https://www.maine.gov/dacf/mgs/pubs/index.shtml>

ranged from at the ground surface in low lying wetland areas, to greater than 4 feet below the ground surface in the northeast portion of the property along Gray Road.

Areas of shallow depth to bedrock soils occur throughout the property and are most prevalent on the western side of the property (along the woods road) and near the wetland areas in the central and southeastern areas of the property.

Water Supply

The proposed development will be served by public water via a Portland Water District water main on Gray Road (Route 202). Properties on Gray Road in the site vicinity are served by public water. Adjoining properties to the north and northwest on Cook Road are served by on-site wells.

Wells located within 200 feet of the site boundary were field located by SGS using tape measurements to nearby property boundary markers and are shown on plans prepared by Terradyn Consultants, LLC. The proposed disposal fields are located more than 200 feet from existing water supply wells.

Subsurface Wastewater Disposal Fields

The proposed development will be served by ten (10) subsurface wastewater disposal systems, as shown on Preliminary Septic System Investigation (Rev 1) prepared by SGS and dated June 20, 2019. Design information for the proposed subsurface wastewater disposal systems is summarized in the table below.

Proposed Subsurface Wastewater Disposal Systems

System Designation	Units Served	Design Flow (GPD)	Proposed Leachfield / Treatment Tanks
A	1 and 2	360	Eljen Geotextile Sand Filter (GSF) Disposal Field
B	3 thru 6	720	Infiltrator High Capacity Plastic Chambers Disposal Field Fuji Clean CE10 Advanced Treatment System ²
C	7 thru 10	720	Infiltrator High Capacity Plastic Chambers Disposal Field Fuji Clean CE10 Advanced Treatment System ²
D	11 and 12	360	Infiltrator High Capacity Plastic Chambers Disposal Field
E	13 and 14	360	Infiltrator High Capacity Plastic Chambers Disposal Field
F	15 thru 22	1,440	Eljen Geotextile Sand Filter (GSF) Disposal Field
G	27 thru 36	1,800	Infiltrator High Capacity Plastic Chambers Disposal Field Fuji Clean CE-21 Advanced Treatment System ²
H	23 thru 26 + clubhouse	820	Infiltrator High Capacity Plastic Chambers Disposal Field Fuji Clean CEN10 Advanced Treatment System ³ (serves 4 units)
I	37 thru 40	720	Eljen Geotextile Sand Filter (GSF) Disposal Field
J	41 thru 46	1,080	Eljen Geotextile Sand Filter (GSF) Disposal Field

Notes:

1. GPD = gallons per day; mg-N/L = milligrams nitrogen per liter
2. Fuji Clean CE-series units treat septic tank effluent to 20 mg-N/L total nitrogen
3. Fuji Clean CEN-series units treat septic tank effluent to 10 mg-N/L total nitrogen

Nitrate-Nitrogen Assessment

A nitrate-nitrogen assessment was performed to estimate the distance from the disposal fields at which the concentration in groundwater would reach the Federal National Primary Drinking Water Standard and the Maine Maximum Exposure Guideline of 10 milligrams nitrogen per liter (mg-N/L). The average concentration of nitrate in septic tank effluent and discharged from the disposal field used in this assessment is 40 mg-N/L.² The concentration of nitrate-nitrogen in treated effluent discharged from the disposal fields that connect to Fuji Clean CEN-series and CE-series advanced treatment systems are 10 mg-N/L and 20 mg-N/L, respectively.

The concentration of nitrate-nitrogen in groundwater downgradient of the disposal fields will reduce as it flows away from the disposal field and mixes with groundwater, is removed by vegetation, or is converted to nitrogen gas by soil microbes in wetland areas (denitrification).

Based on our understanding of site geology, treated septic tank effluent will drain to the disposal field and infiltrate downward through unsaturated soil until a seasonally perched water table above the bedrock surface and/or a hydraulically restrictive hard pan is encountered. Thereupon flow is lateral and hydraulically downgradient. The direction of shallow groundwater flow for the subsurface conditions observed at this site is downhill (topographically downgradient) and toward the wetland areas located at the bottom of each watershed.

The capacity of wetlands³ to remove nitrogen from shallow groundwater through plant uptake and microbial activity is significant. Research into the capacity of planted and unplanted wetlands to remove nitrogen at concentration similar to those in treated septic system effluent show nitrogen removal rates in excess of 95% for planted wetlands and removal rates of 25% to 36% in unplanted (natural) wetlands. Using the 25% nitrate removal rate in Lin et. al. (2002)⁴ a wetland area nitrate removal rate of 0.0825 grams per square meter is calculated.

The capacity of the wetlands in each of the site watersheds was evaluated in concert with the design and of the proposed subsurface wastewater disposal fields and layout. Advance treatment units (Fuji Clean CE-series or CEN-series units) were selected to balance the mass of nitrogen in treated effluent discharged to disposal fields within a watershed to the nitrogen removal capacity of the on-site wetlands within each watershed. As a conservative assumption, no dilution of shallow groundwater by the infiltration of precipitation is considered in our assessment.

The watersheds boundaries and nitrate-nitrogen plumes are approximately depicted on Figure 2 in Attachment 1. The plumes are shown as terminating at the wetland boundary because, based on our calculations, there are sufficient wetland areas in each watershed to reduce the concentration of nitrate-nitrogen in shallow groundwater to a concentration less than 10 mg-N/L at the property boundary. Calculations are provided in Attachment 2 and summarized in the table below.

² MEDEP, Site Location of Development Permit Application (October 2015) Section 17.B.2.(a).

³ US EPA (2005), Riparian Buffer Width, Vegetative Cover, and Nitrogen Removal Effectiveness: A review of Current Science and Regulations. EPA/600/R-05/118.

⁴ Lin, et. al. (2002), Effects of macrophytes and external carbon sources on nitrate removal from groundwater in constructed wetlands. Environmental Pollution, v. 119, pp. 413-420.

Nitrate-Nitrogen Assessment Summary

Watershed	Disposal Fields in Watershed	Total Nitrogen in Effluent Loading to Watershed ¹	Area of Wetland Along Flow Pathway ²	Concentration of Nitrate-Nitrogen in Groundwater at the Property Boundary
1	D, E, F, G, H, I and J	778 grams	6,864 square meters	8.5 mg-N/L
2	A, B and C	164 grams	1,469 square meters	6.2 mg-N/L

Notes

1. Total nitrogen in effluent discharged to disposal fields in each watershed is estimated based on the concentration of nitrate-nitrogen (total nitrogen) in effluent (10, 20, or 40 mg-N/L) and the design flow of each individual use. Calculations provided in Attachment C.
2. The area of the wetland located along the flow path through the wetland is less than the total area of the wetland. Fringe wetland areas not directly downgradient of a disposal field and the wetland fill area for the proposed roadway were excluded from this calculation.

Conclusion:

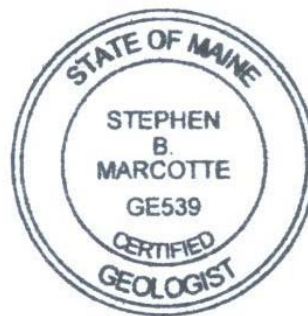
The subsurface wastewater disposal systems serving the proposed Cook Road Retirement Community will not result in an increase of nitrate-nitrogen above 10 mg/L in groundwater at the property boundary.

Our findings are based on our interpretation of site conditions and the information provided to us. If there are changes in development layout, or proposed septic system location and advanced treatment system, we request the opportunity to review the changes and conduct further analysis as necessary to confirm the changes do not alter our conclusions.

Sincerely yours,
Summit Geoengineering Services



Stephen B. Marcotte, C.G., L.S.E.
Senior Geologist



Enclosures

Attachment 1

Figures

PLAN REFERENCE

USGS TOPOGRAPHIC MAP FOR NORTH
WINDHAM, MAINE 15-MINUTE QUADRANGLE

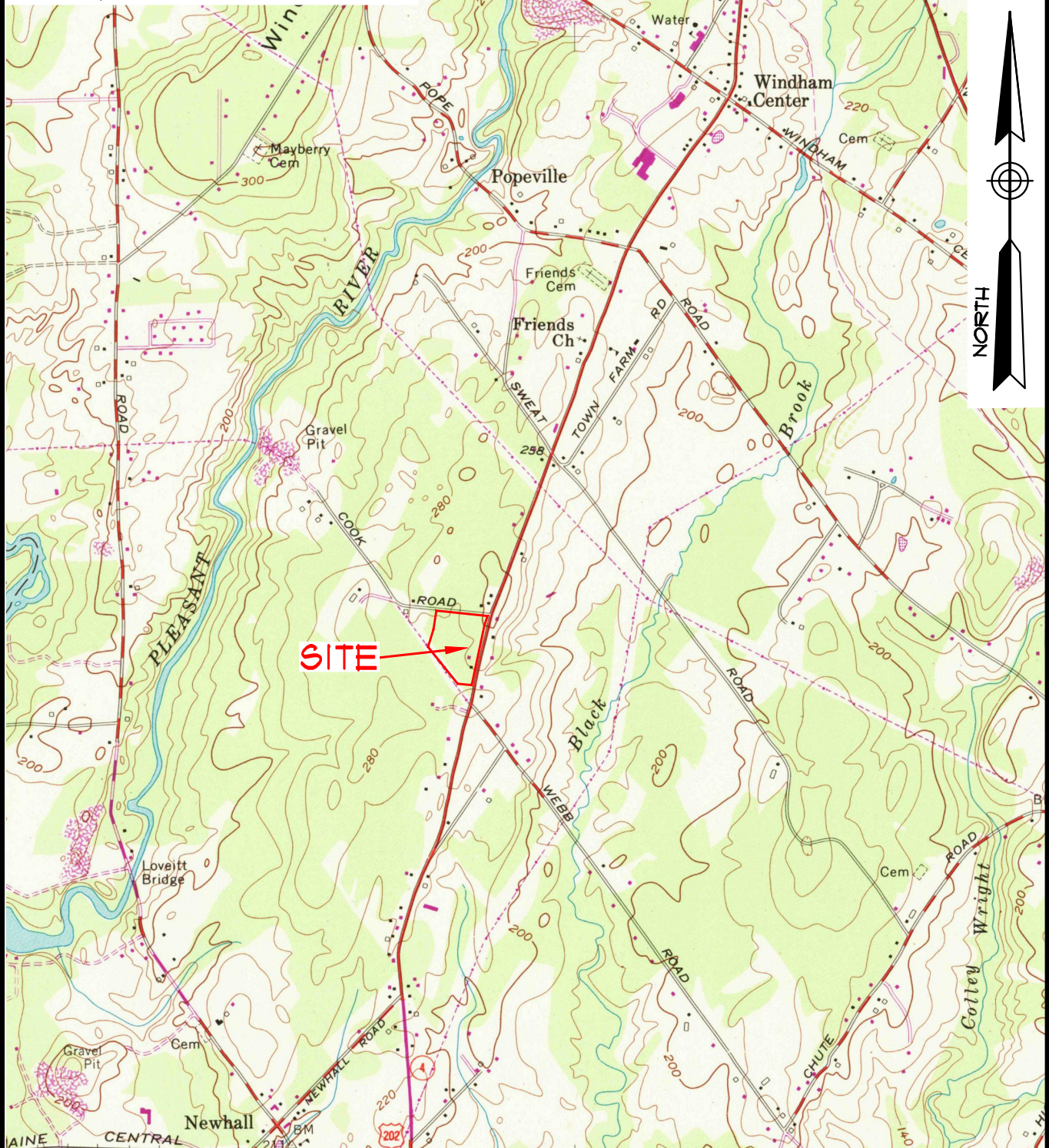


FIGURE 1: SITE LOCATION PLAN COOK ROAD RETIREMENT COMMUNITY

GRAY ROAD - WINDHAM, ME
PREPARED FOR
JAMES CUMMINGS

DATE: 11-17-2018	DRAWN BY: SBM	CHECKED BY: SBM
JOB: 18218	SCALE: 1" = 2000'	FILE: 18218 MAP

145 LISBON ST. - SUITE 101
LEWISTON, ME 04240
Tel.: (207) 576-3313

173 PLEASANT STREET
ROCKLAND, ME 04841
Tel.: (207) 318-7761

SUMMIT
GEOENGINEERING SERVICES
www.summitgeoeng.com

Attachment 2

Wetland Nitrate-Nitrogen Removal Calculations



WETLAND NITROGEN REMOVAL CALCULATIONS (WATERSHED 1)

Date: 6/20/2019

Project: Cook Road Retirement Community

Project #: 18218

Summit Personnel: Stephen B. Marcotte, C.G., L.S.E.

Site Location: Gray Road, Windham, Maine - Watershed 1

Assumptions: Wetlands remove nitrogen through both plant uptake and microbial activity (denitrification). The capacity of planted and unplanted wetlands to remove nitrogen at concentration similar to those in treated septic system effluent show nitrogen removal rates in excess of 95% for planted wetlands and removal rates of 25% to 36% in unplanted (natural) wetlands. Assuming a 25% nitrate removal rate, the nitrate removal rate of the wetland on site is calculated to be 0.0825 grams-N per square meter.

The nitrate-nitrogen plumes from subsurface wastewater disposal fields D, E, F, G, H, I and J will flow to and through an on-site wetland area approximately 97,000 square feet (sf) in size. Excluding fringe areas not along flow pathways, and filled wetland associated with road crossing there is approximately 74,750 sf of wetland is located along the anticipated flow pathway through the wetland prior to crossing the property boundary. The flow pathway length ranges from approximately 400 feet (Disposal Field G) to 900 feet (Disposal Field I).

The combined flow from the seven disposal fields is 6,580 gallons per day and the weighted average concentration of nitrate-nitrogen is 31.25 mg-N/L, as summarized in the table below.

System	Design Flow (GPD)	Nitrate-Nitrogen Concentration in Effluent (mg-N/L)
D	360	40
E	360	40
F	1440	40
H (units)	720	10
H (clubhouse)	100	40
G	1800	20
I	720	40
J	1080	40

Total Design Flow 6580 GPD

Weight Average Concentration Nitrate
Nitrogen in Treated Effluent 31.25 mg-N/L

Calculations:

Nitrogen Loading from Disposal Fields	
6,580 gallons per day	24908.0 liters/day
31.25 mg-N/L	778374.9 mg-N/day
	778.4 grams-N/day
Wetland Size & Nitrogen Removal Rate	
74,750 square feet	6864.1 sq. meters
0.0825 grams / sq. meters / day	
Results	
566.29 grams / day removed	
212.09 grams / day remaining	
8.51 mg-N/L in groundwater after wetland treatment	

References:

Lin, et. al. (2002), Effects of macrophytes and external carbon sources on nitrate removal from groundwater in constructed wetlands. Environmental Pollution, v. 119, pp. 413-420.



WETLAND NITROGEN REMOVAL CALCULATIONS (WATERSHED 2)

Date: 6/20/2019

Project: Cook Road Retirement Community

Project #: 18218

Summit Personnel: Stephen B. Marcotte, C.G., L.S.E.

Site Location: Gray Road, Windham, Maine - Watershed 2

Assumptions: Wetlands remove nitrogen through both plant uptake and microbial activity (denitrification). The capacity of planted and unplanted wetlands to remove nitrogen at concentration similar to those in treated septic system effluent show nitrogen removal rates in excess of 95% for planted wetlands and removal rates of 25% to 36% in unplanted (natural) wetlands. Assuming a 25% nitrate removal rate, the nitrate removal rate of the wetland on site is calculated to be 0.0825 grams-N per square meter.

The nitrate-nitrogen plumes from subsurface wastewater disposal fields A, B and C will flow to and through an on-site wetland area approximately 23,000 square feet (sf) in size. Approximately 16,000 sf of wetland is located along the anticipated flow pathway through this wetland prior to crossing the property boundary. The flow pathway length is approximately 300 feet.

Disposal Field A has a design flow of 360 gallons per day (GPD) and treated effluent discharged to the disposal field will have a concentration of 40 mg-N/L total nitrogen.

Disposal Fields B and C each have a design flow of 720 GPD, Fuji Clean CE-series treatment units and treated effluent discharged to the disposal field will have a concentration of 20 mg-N/L nitrate-nitrogen.

The combined flow from both disposal fields is 1,800 gallons per day and the weighted average concentration of nitrate-nitrogen is 24 mg-N/L.

Calculations:

Nitrogen Loading from Disposal Fields	
1,800 gallons per day	6813.7 liters/day
24 mg-N/L	163529.7 mg-N/day
	163.5 grams-N/day
Wetland Size & Nitrogen Removal Rate	
16,000 square feet	1469.2 sq. meters
0.0825 grams / sq. meters / day	
Results	
121.21 grams / day removed	
42.32 grams / day remaining	
6.21 mg-N/L in groundwater after wetland treatment	

References:

Lin, et. al. (2002), Effects of macrophytes and external carbon sources on nitrate removal from groundwater in constructed wetlands. Environmental Pollution, v. 119, pp. 413-420.

STORMWATER TEST PITS (6/20/2019)

June 20, 2019
Summit #18218

Jim Cummings
PO Box 957
Windham, ME 04062

Reference: Soils Investigation for Stormwater Control Measures
Cook Road Retirement Community
306 Gray Road, Windham, Maine (Tax Map 9 / Lot 5)

Dear Mr. Cummings:

Summit Geoengineering Services (SGS) completed five soil test pits at the proposed stormwater control measures for the above referenced property on May 3, 2019. Soil test pit logs are enclosed.

The test pits were located using a Trimble Geo7x GPS system and post-processed using Trimble Pathfinder Office. Horizontal location accuracy was generally reported as less than 3 feet. The GPS location data was provided to Terradyn Consultants, LLC for inclusion into the site development plans.

Sincerely yours,
Summit Geoengineering Services



Stephen B. Marcotte, C.G., L.S.E.
Senior Geologist / Site Evaluator



enclosures

SOIL PROFILE / CLASSIFICATION INFORMATION

DETAILED DESCRIPTION OF
SUBSURFACE CONDITIONS AT PROJECT SITES

Project Name:

COOK ROAD RETIREMENT COMMUNITY

Applicant Name:

JIM CUMMINGS

Project Location (municipality):

306 GRAY ROAD PROPERTY, WINDHAM

Observation Hole # TB19-SW-1 ■ Test Pit □ Boring

1 " Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0		Brown	
6	Friable	Dark Yellow Brown	
12		Light Olive	Common & Distinct
18		Olive	
24	Somewhat Firm		
30	Probable Bedrock at 27"		
36			
42			
48	[For Stormwater Basin Only]		

Soil	Classification	Slope	Limiting Factor	■ Groundwater
<u>2</u>	<u>D/AIII</u>	<u>1%</u>	<u>14"</u>	□ Restrictive Layer
Profile	Condition	Percent	Depth	□ Bedrock

Observation Hole # TB19-SW-2 ■ Test Pit □ Boring

1 " Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0		Brown	
6	Friable	Dark Yellow Brown	None Noted
12		Yellow Brown	
18	Rotten Schist Bedrock at 16"		
24			
30			
36			
42			
48	[For Stormwater Basin Only]		

Soil	Classification	Slope	Limiting Factor	□ Groundwater
<u>2</u>	<u>AIII</u>	<u>1%</u>	<u>16"</u>	□ Restrictive Layer
Profile	Condition	Percent	Depth	■ Bedrock

Observation Hole # TB19-SW-3 ■ Test Pit □ Boring

1 " Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0		Dark Brown	
6	Friable	Dark Yellow Brown	
12	Firm	Light Olive	Common & Distinct
18	Refusal in Stones at 18"		
24			
30			
36			
42			
48	[For Stormwater Basin Only]		

Soil	Classification	Slope	Limiting Factor	■ Groundwater
<u>3</u>	<u>E</u>	<u>1%</u>	<u>6"</u>	□ Restrictive Layer
Profile	Condition	Percent	Depth	□ Bedrock

Observation Hole # TB19-SW-4 ■ Test Pit □ Boring

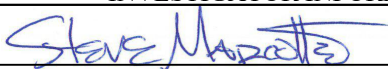
1 " Depth of organic horizon above mineral soil

Texture	Consistency	Color	Mottling
0		Brown	
6	Friable	Dark Yellow Brown	
12			
18	Friable to Somewhat Firm	Olive & Gray	Common & Distinct
24			
30	Refusal - Assumed Bedrock at 30"		
36			
42			
48	[For Stormwater Basin Only]		

Soil	Classification	Slope	Limiting Factor	■ Groundwater
<u>7/8</u>	<u>D/AIII</u>	<u>6%</u>	<u>14"</u>	■ Restrictive Layer
Profile	Condition	Percent	Depth	□ Bedrock

INVESTIGATOR INFORMATION AND SIGNATURE

Signature:



Date:

5/3/2019

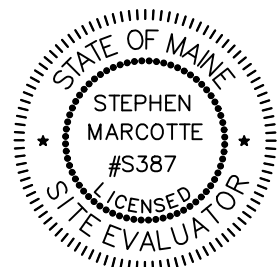
Name Printed/typed:

STEPHEN B. MARCOTTE

Cert/Lic/Reg.#

387/539

Title:

☒ Licensed Site Evaluator
☒ Certified Geologist
☐ Other:

Observation Hole # _____ ☐ Test Pit ☐ Boring

_____ " Depth of organic horizon above mineral soil

	Texture	Consistency	Color	Mottling
0				
6				
12				
18				
24				
30				
36				
42				
48				


Soil	Classification	Slope	Limiting Factor	<input type="checkbox"/> Groundwater
<u>Profile</u>	<u>Condition</u>	<u>Percent</u>	<u>Depth</u>	<input type="checkbox"/> Restrictive Layer
				<input type="checkbox"/> Bedrock

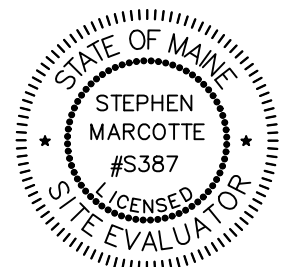
Observation Hole # _____ ☐ Test Pit ☐ Boring

_____ " Depth of organic horizon above mineral soil

Depth below mineral soil surface (inches)	Texture	Consistency	Color	Mottling
	0			
6				
12				
18				
24				
30				
36				
42				
48				

Soil	Classification	Slope	Limiting Factor	<input type="checkbox"/> Groundwater
Profile	Condition	Percent	Depth	<input type="checkbox"/> Restrictive Layer
				<input type="checkbox"/> Bedrock

INVESTIGATOR INFORMATION AND SIGNATURE			
Signature:			Date: 5/3/2019
Name Printed/typed:	STEPHEN B. MARCOTTE		Cert/Lic/Reg.# <div style="border: 1px solid black; padding: 2px;">387/539</div>
Title:	<input checked="" type="checkbox"/> Licensed Site Evaluator <input checked="" type="checkbox"/> Certified Geologist <input type="checkbox"/> Other:		



ARMY CORPS MAINE GENERAL PERMIT



REPLY TO
ATTENTION OF

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

MAINE GENERAL PERMIT (GP)
AUTHORIZATION LETTER AND SCREENING SUMMARY

JAMES CUMMINGS
P.O. BOX 957
WINDHAM, MAINE 04062

CORPS PERMIT # NAE-2019-01233
CORPS GP ID# non-screen
STATE ID# exempt

DESCRIPTION OF WORK:

Place permanent fill in 4,660 s.f. of freshwater wetland off 306 Gray Road at Windham, Maine in order to construct associated infrastructure for a 46-unit duplex subdevelopment. This work is shown on the attached plans entitled "U.S.G.S. QUADRANGLE MAP" in one sheet dated "11/26/2018", "WELAND DELINEATION & PRELIMINARY SOILS INVESTIGATION" in one sheet dated "AUGUST 16, 2018", "A.C.O.E. WETLANDS ALTERATION MAP" in one sheet dated "6/5/2019" and "COOK ROAD RETIREMENT COMMUNITY" in two sheets dated "6/5/2019".

See Additional Conditions attached.

LAT/LONG COORDINATES: 43.769738° N -70.422695° W USGS QUAD: NORTH WINDHAM, ME

I. CORPS DETERMINATION:

Based on our review of the information you provided, we have determined that your project will have only minimal individual and cumulative impacts on waters and wetlands of the United States. Your work is therefore authorized by the U.S. Army Corps of Engineers under the Federal Permit, the Maine General Permit (GP) which can be found at: <https://www.nae.usace.army.mil/Missions/Regulatory/State-General-Permits/> Accordingly, we do not plan to take any further action on this project.

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

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

Condition 37 of the GP (page 16) provides one year for completion of work that has commenced or is under contract to commence prior to the expiration of the GP on October 13, 2020. You will need to apply for reauthorization for any work within Corps jurisdiction that is not completed by October 13, 2021.

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

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

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

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

III. FEDERAL ACTIONS:

JOINT PROCESSING MEETING: non-screen LEVEL OF REVIEW: CATEGORY 1: _____ CATEGORY 2: X

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

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

FEDERAL RESOURCE AGENCY OBJECTIONS: EPA n/a, USF&WS n/a, NMFS n/a

If you have any questions on this matter, please contact my staff at 978-318-8676 at our Augusta, Maine Project Office. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at http://corpsmapu.usace.army.mil/cm_apex/f?p=136:4:0

Col M. Greenan
COLIN M. GREENAN
PROJECT MANAGER
MAINE PROJECT OFFICE

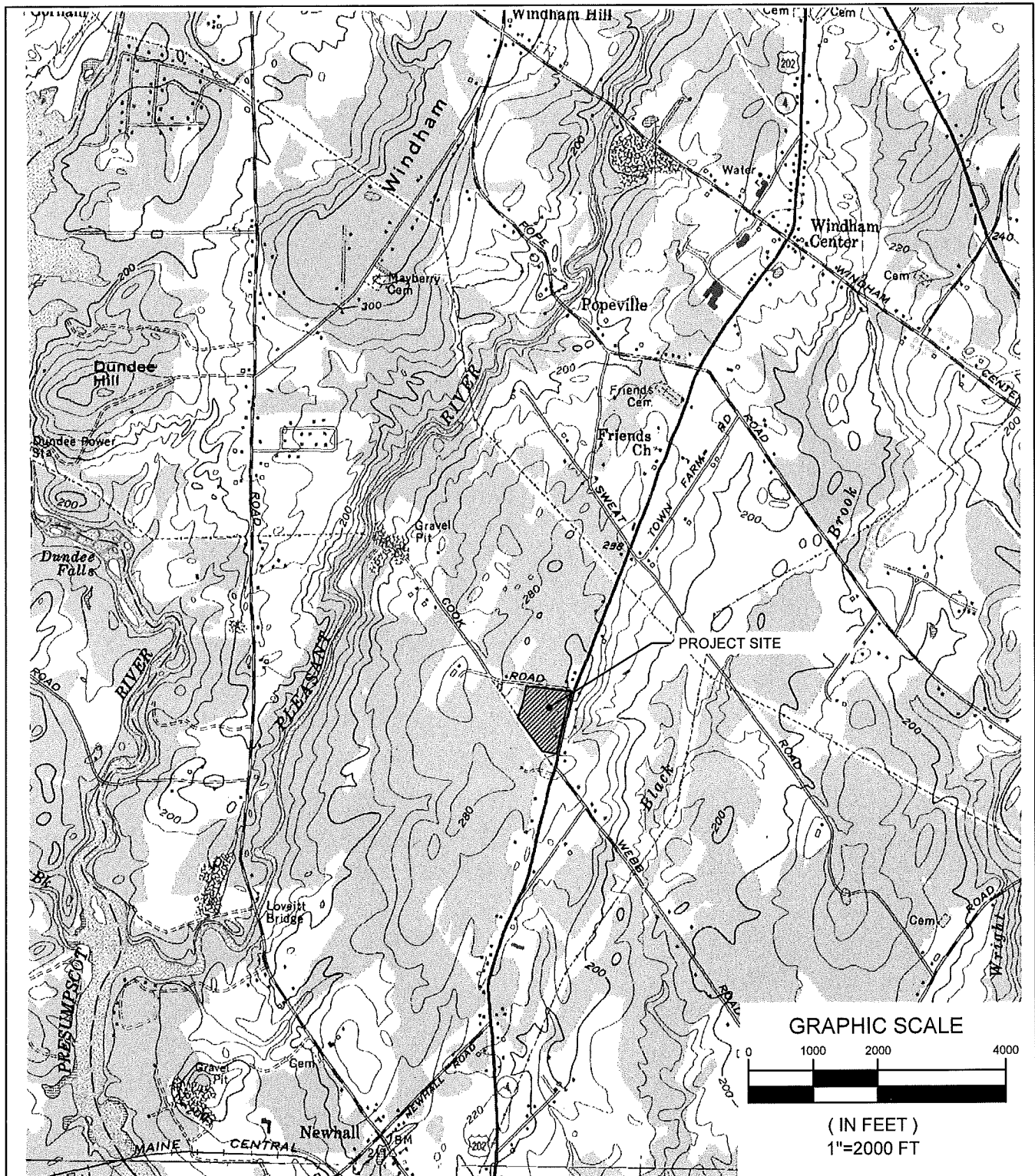
Frank J. Del Giudice 8-6-19
For FRANK J. DELGIUDICE DATE
CHIEF, PERMITS & ENFORCEMENT BRANCH
REGULATORY DIVISION



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

**PLEASE NOTE THE FOLLOWING ADDITIONAL CONDITIONS FOR
DEPARTMENT OF THE ARMY
GENERAL PERMIT
NO. NAE-2019-01233**

1. This authorization requires you to 1) notify us before beginning work so we may inspect the project, and 2) submit a Compliance Certification Form. You must complete and return the enclosed Work Start Notification Form to this office at least two weeks before the anticipated starting date. You must complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work. **These forms are attached after the plans.**
2. The permittee shall assure that a copy of this permit is at the work site whenever work is being performed and that all personnel performing work at the site of the work authorized by this permit are fully aware of the terms and conditions of the permit. This permit, including its drawings and any appendices and other attachments, shall be made a part of any and all contracts and sub-contracts for work which affects areas of Corps of Engineers' jurisdiction at the site of the work authorized by this permit. This shall be done by including the entire permit in the specifications for the work. If the permit is issued after construction specifications but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. The term "entire permit" includes permit amendments. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions of the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps of Engineers jurisdiction.
3. Adequate sedimentation and erosion control devices, such as geotextile silt fences or other devices capable of filtering the fines involved, shall be installed and properly maintained to minimize impacts during construction. These devices must be removed upon completion of work and stabilization of disturbed areas. The sediment collected by these devices shall be removed and placed upland, in a manner that will prevent its later erosion and transport to a waterway or wetland.
3. All exposed soils resulting from the construction shall be promptly seeded and mulched in order to achieve vegetative stabilization.
4. This permit authorizes impacts to only those areas of wetlands/waterway shown on the attached plans. No other filling, clearing or other disturbance in waters of the United States shall occur without the necessary authorization from the Corps.
5. Wetland crossing culverts shall be at least 3-ft. wide and closed bottom culverts shall be embedded at least 6 in. with a natural bottom.
6. No tree cutting shall occur between June 1st and July 31st of any year and to the maximum extent practicable, tree cutting shall occur between October 16th and April 9th of any year in order to minimize potential impacts to federally threatened northern long-eared bats.



SHEET DESCRIPTION
U.S.G.S. QUADRANGLE MAP
COOK ROAD RETIREMENT COMMUNITY

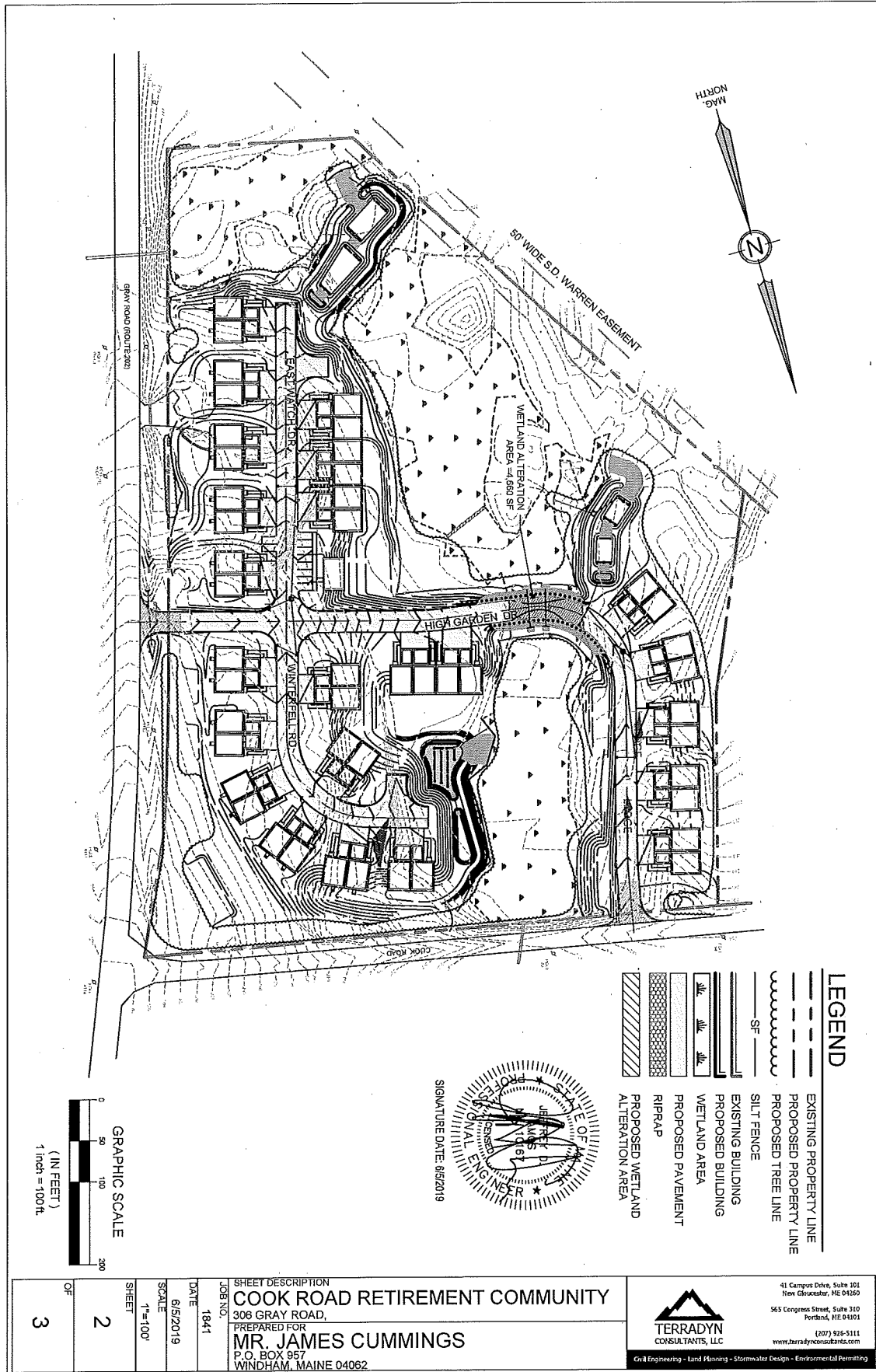
PREPARED FOR
MR. JAMES CUMMINGS
P.O. BOX 957
WINDHAM, MAINE 04062



Civil Engineering - Land Planning - Stormwater Design - Environmental Permitting

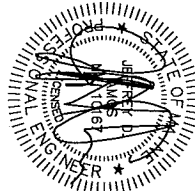
41 Campus Drive, Suite 101
 New Gloucester, ME 04260
 Office: (207) 926-5111
 Fax: (207) 221-1317
www.terradyndesign.com

JOB NO.	1722	SHEET	1
DATE	11/26/2018	OF	1
SCALE	1"=2,000'		

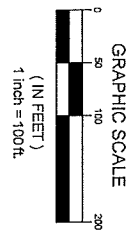


LEGEND

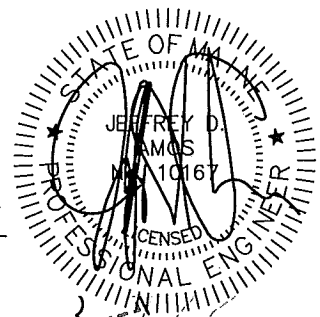
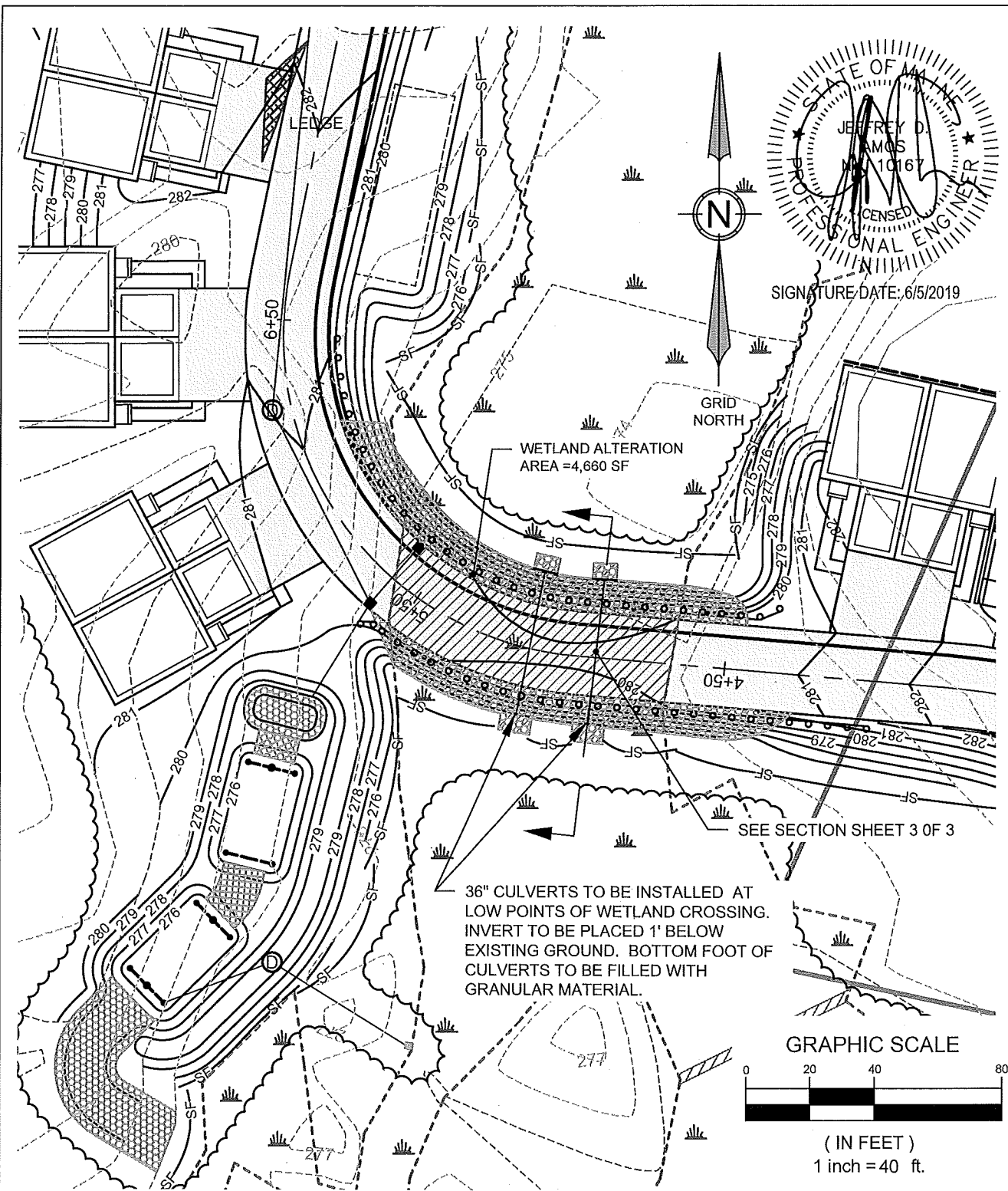
- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- PROPOSED TREE LINE
- SILT FENCE
- EXISTING BUILDING
- PROPOSED BUILDING
- WETLAND AREA
- PROPOSED PAVEMENT
- RIPRAP
- PROPOSED WETLAND ALTERATION AREA



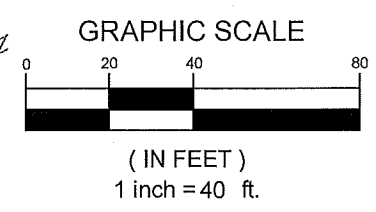
SIGNATURE DATE: 6/6/2019



SHEET DESCRIPTION COOK ROAD RETIREMENT COMMUNITY 306 GRAY ROAD, PREPARED FOR MR. JAMES CUMMINGS P.O. BOX 957 WINDHAM, MAINE 04062		 41 Campus Drive, Suite 101 New Gloucester, ME 04260 565 Congress Street, Suite 310 Portland, ME 04101 (207) 928-5111 www.terradynconsultants.com Civil Engineering - Land Planning - Stormwater Design - Environmental Permitting
JOB NO. 1841	DATE 6/6/2019	
SCALE 1"=100'	SHEET 2	OF 3



SIGNATURE DATE: 6/5/2019



SHEET DESCRIPTION
A.C.O.E. WETLANDS ALTERATION MAP
COOK ROAD RETIREMENT COMMUNITY
 PREPARED FOR
MR. JAMES CUMMINGS
 P.O. BOX 957
 WINDHAM, MAINE 04062



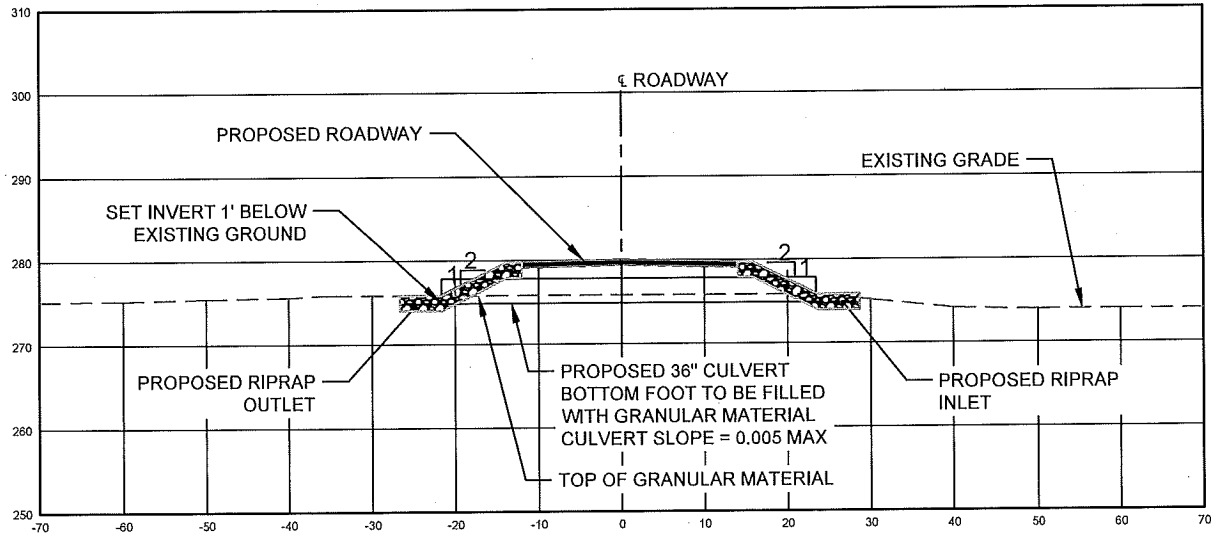
TERRADYN
CONSULTANTS, LLC

Civil Engineering - Land Planning - Stormwater Design - Environmental Permitting

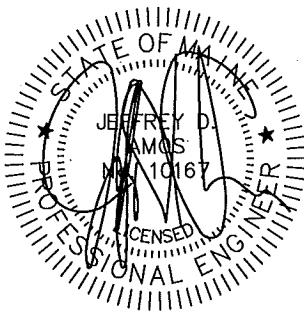
41 Campus Drive, Suite 101
 New Gloucester, ME 04260
 Office: (207) 926-5111
 Fax: (207) 221-1317
www.terradynconsultants.com

JOB NO.	1841	SHEET	1
DATE	6/5/2019	OF	3
SCALE	1"=40'		

2 CULVERTS - STA 4+90 & 5+11

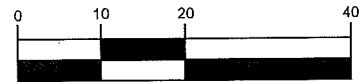


TYPICAL SECTION AT CULVERTS



SIGNATURE DATE: 6/5/2019

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

SHEET DESCRIPTION
A.C.O.E. WETLANDS ALTERATION MAP
COOK ROAD RETIREMENT COMMUNITY

PREPARED FOR
MR. JAMES CUMMINGS
P.O. BOX 957
WINDHAM, MAINE 04062



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New Gloucester, ME 04260
Office: (207) 926-5111
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JOB NO.

1841

DATE

6/5/2019

SCALE

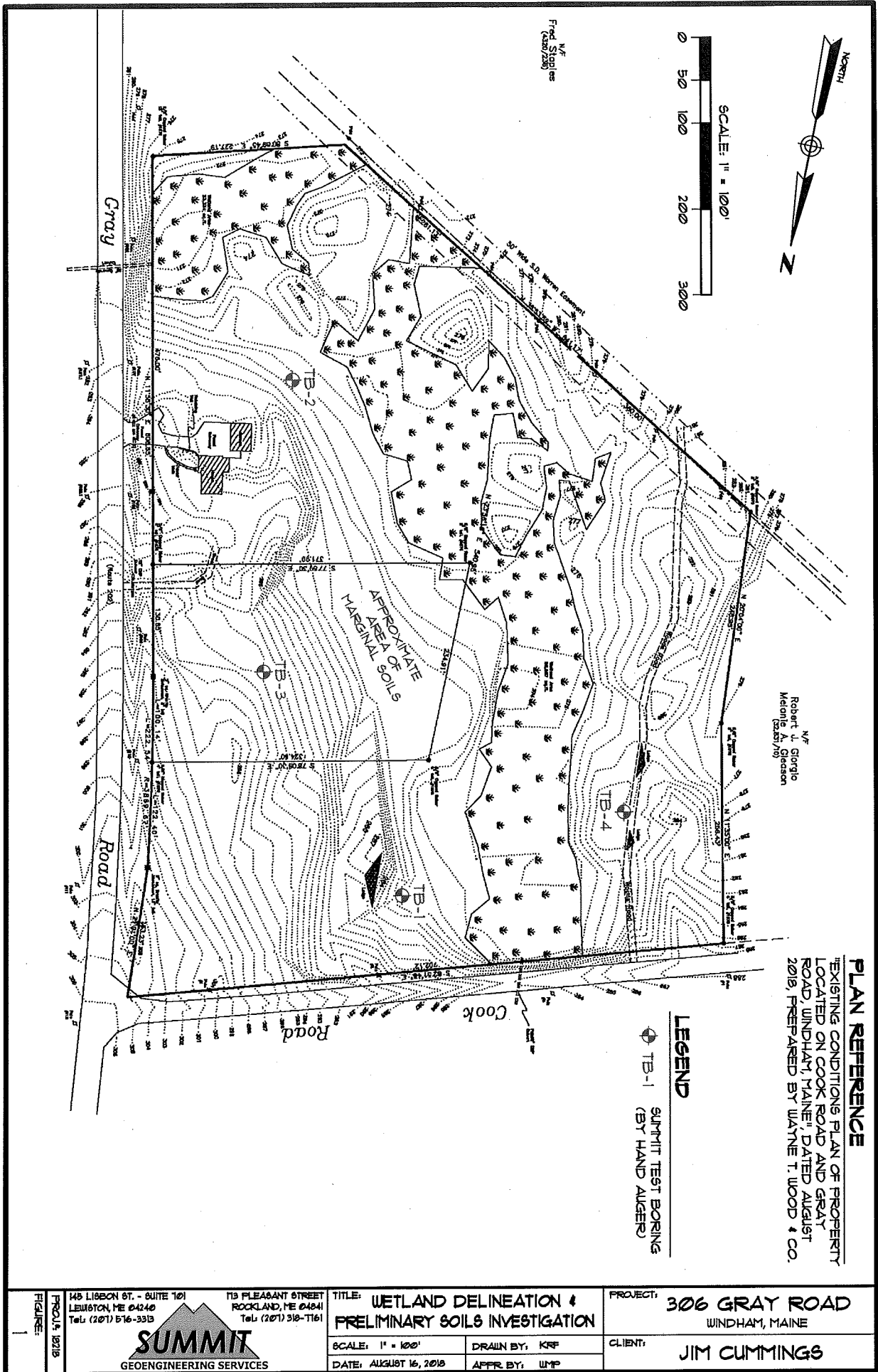
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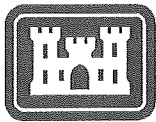
SHEET

3

OF

3





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

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

MAIL TO: Colin M. Greenan
U.S. Army Corps of Engineers, New England District
Maine Project Office
442 Civic Center Drive, Suite 350
Augusta, Maine 04330

A Corps of Engineers Permit (NAE-2019-01233) was issued to James Cummings. The permit authorized the permittee to place permanent fill in 4,660 s.f. of freshwater wetland off 306 Gray Road at Windham, Maine in order to construct associated infrastructure for a 46-unit duplex subdevelopment.

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

PLEASE PRINT OR TYPE

Name of Person/Firm: _____

Business Address: _____

Telephone: () _____ () _____

Proposed Work Dates: Start: _____

Finish: _____

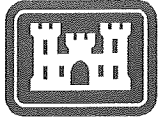
PERMITTEE'S SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

FOR USE BY THE CORPS OF ENGINEERS

PM: GREENAN Submittals Required: No

Inspection Recommendation: random MEGP compliance



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

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

COMPLIANCE CERTIFICATION FORM

Corps of Engineers Permit No: NAE-2019-01233

Name of Permittee: James Cummings

Permit Issuance Date: 8/6/2019

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

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

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

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

Signature of Permittee

Date

Printed Name

Date of Work Completion

() _____
Telephone Number

() _____
Telephone Number

DRAFT CONDOMINIUM DOCUMENTS

IMPORTANT LEGAL NOTE: COOK ROAD CONDOMINIUMS IS A RESIDENTIAL CONDOMINIUM INTENDED AND OPERATED FOR OCCUPANCY BY AT LEAST ONE PERSON 55 YEARS OF AGE OR OLDER PER UNIT. REFER TO SECTION 9.5 BELOW FOR IMPORTANT INFORMATION ABOUT THIS RESTRICTION, WHICH LIMITS SIGNIFICANTLY THE USE AND OCCUPANCY OF UNITS. THESE RESTRICTIONS MIGHT SUBSTANTIALLY LIMIT A UNIT OWNER'S ABILITY TO USE, RENT OR SELL HIS OR HER UNIT.

DECLARATION OF CONDOMINIUM
OF
COOK ROAD CONDOMINIUMS

ARTICLE I
SUBMISSION

JAMES E. CUMMINGS, an individual residing in Windham, Maine, with a mailing address of P.O. Box 957, Windham, ME 04062 (the "Declarant"), hereby submits the land, improvements, rights and appurtenant easements known as "Cook Road Condominiums," with all buildings and improvements thereon, located within the Town of Windham, Cumberland County, Maine, and more particularly described in Schedule A attached hereto (the "Property"), to the Maine Condominium Act (the "Condominium Act"), Chapter 31 of Title 33 of the Maine Revised Statutes Annotated, as amended, and hereby creates "Cook Road Condominiums" (the "Condominium"). The Property is shown on the condominium plat to be recorded herewith in the Cumberland County Registry of Deeds identified as follows: "Condominium Plat, Cook Road Condominiums", prepared by _____ and dated _____, 201__ (the "Plat"). The unit owners' association shall be a Maine nonprofit corporation known as "Cook Road Condominiums Owners' Association" (the "Association").

The Condominium created pursuant to this Declaration consists of the Property and initially sixteen (16) units known as Units 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26, subject to the Development Rights reserved by Declarant pursuant to this Declaration that allow Declarant, among other rights, to create as part of this Condominium up to a total of forty-six (46) units, and subject to the other Special Declarant Rights set forth in this Declaration. Reference is made to the Subdivision Plan (the "Subdivision Plan") for "Cook Road

Condominiums”, prepared by _____, dated _____ and revised to _____, approved by the Town of Windham Planning Board on _____, and recorded in the Cumberland County Registry of Deeds in Plan Book ____, Page ____, and the related Site Plan (the “Site Plan”) entitled “Cook Road Condominiums, 306 Gray Road, Site Layout”, prepared by Terradyn Consultants, LLC dated November 18, 2018, and revised to December 23, 2019, approved by the Town of Windham Planning Board on _____, and recorded in the Cumberland County Registry of Deeds in Plan Book ____, Page ____.

The terms used in this Declaration, the Bylaws of the Association or the Plat generally shall have the meanings specified in the Condominium Act, except as otherwise defined herein or therein.

ARTICLE II

UNIT BOUNDARIES

Section 2.1 Location and Dimension of Units.

The initial units consist of parcels of land that are a portion of the Property together with the air space above the surface of the earth. The vertical boundaries of each unit, the identification number of the unit, and approximate area of the unit are shown on the Plat, along with the limited common elements appurtenant thereto, which are further described in Section 3.1(B) below.

Section 2.2 Unit Boundaries.

The boundaries of each unit are as shown on the Plat and are as follows:

A. Horizontal Boundaries: The lower horizontal boundary of each unit is the final graded physical surface of the earth, whether natural or disturbed, approximately as shown on the Plat, extending to an intersection with the vertical (perimeter) boundaries. The units have no upper horizontal boundaries. Reference is made to Section 9.3(A) below, which provides unit owners a license to alter the grade of the physical surface of the earth in connection with the construction of improvements on their units.

B. Vertical (perimeter) Boundaries: The vertical boundaries of the units generally are

the vertical planes in the locations depicted as the perimeter of the units on the Plat and being perpendicular to the general surface of the earth within the unit and extending skyward from the lower horizontal boundary. The vertical boundaries for units that contain buildings with party walls are located in the center of the framing of the party walls.

All residential dwellings, garages, and other structures, fixtures and improvements at any time located within a unit's boundaries, whenever constructed, are a part of that unit, except as expressly provided in this Article II and elsewhere in this Declaration.

A unit does not include: (i) the earth and land underlying a unit's lower horizontal boundary and any improvements therein from time to time, (ii) any pipes, ducts, cables, electrical and transmission wires and conduits, distribution pipes and water and sewer utility lines that are located beneath the lower horizontal unit boundary, up to the point where any such item crosses the lower horizontal unit boundary, or (iii) the driveway leading to any garage that is part of a unit from the common drives and access ways shown on the Plat.

Because the units in the Condominium do not have horizontal boundaries corresponding to physical, man-made structures, no plans are presently included with this Declaration, and all information required by section 1602-109(d) of the Condominium Act appears on the Plat.

[Revise this if there will be recorded floor plans]

Section 2.3 Relocation of Unit Boundaries and Subdivision of Units.

Except with respect to the exercise of Development Rights, relocation of boundaries of units is permitted by amendment to the Declaration in compliance with the provisions of the Condominium Act and upon receipt of all necessary governmental approvals, permits and licenses. The subdivision of units is not permitted.

Section 2.4 Allocated Interests.

The percentage of common ownership in the common elements and liability for common expenses shall be allocated equally and pro rata to each unit according to the number of units in the Condominium. Each unit shall have one (1) equal vote as a member of the Association. The allocation of common element interest, voting rights and common expense liability appurtenant to the units created on the date of this Declaration is set forth in Schedule B.

ARTICLE III

COMMON ELEMENTS

Section 3.1 Common and Limited Common Elements.

A. The common elements consist of the entire Property, except the individual units as described in Article II above, and generally include:

(1) The land, with the benefit of and subject to all easements, covenants, agreements, rights and restrictions of record as of the date hereof, including without limitation those matters described in Schedule A;

(2) The common drives and access ways as shown on the Plat and the driveway leading to any garage that is part of a unit from those common drives and access ways;

(3) Any open space on the Property;

(4) The common sewage disposal facilities serving the units and the common elements;

(5) The common stormwater collection and treatment systems serving the units and the common elements;

(6) The common water supply facilities (both domestic and fire protection) serving the units and the common elements;

(7) All pipes, ducts, cables, electrical and transmission wires and conduits, distribution pipes and water and sewer utility lines (excepting equipment owned by public and municipal utilities) that are located beneath the lower horizontal unit boundary, below the point where any such item crosses the lower horizontal unit boundary; and

(8) All other parts of the Property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided in this Declaration.

Notwithstanding the foregoing, to the extent that the Town of Windham accepts any of the ways developed as part of the Condominium, those ways shall not be considered part of the Condominium, and in particular, any such accepted ways shall not be common elements.

B. Limited common elements, the exclusive use of which is reserved to the use of a particular unit, to the exclusion of other units, consist of the following, in addition to those features described in Section 1602-102(2) and (4) of the Condominium Act:

(1) the driveway leading to the unit from the common drives and access ways as shown on the Plat. To the extent that driveways accessing townhouse or duplex units are shared, the shared portion of those driveways shall be limited common elements allocated to those units and shared by those units.

(2) All pipes, ducts, cables, electrical and transmission wires and conduits, distribution pipes and water and sewer utility lines (excepting equipment owned by public and municipal utilities) that are located beneath the lower horizontal unit boundary, and all other improvements located in the earth under the unit's lower horizontal boundary from time to time, that serve only that unit.

Section 3.2 The Clubhouse.

Declarant shall construct as a common element a Clubhouse (the "Clubhouse") in the location shown on the Plat. The Clubhouse shall be consistent in design and construction methods and materials with the requirements for design and construction methods and materials applicable to the units. The Clubhouse shall be subject to the use restrictions described in Section 9.10 below.

ARTICLE IV

DEVELOPMENT RIGHTS, SPECIAL DECLARANT RIGHTS AND DECLARANT CONTROL PERIOD

Section 4.1 Development Rights.

The Declarant reserves to itself, for the benefit of itself and its successors and assigns, the Development Rights to create additional units, up to a total of forty-six (46) units and to add common elements or limited common elements within the Condominium, to allocate limited common elements created to the various units, to convert units into common elements or limited common elements, to convert common elements into units, to withdraw real estate from the Condominium and to modify, extend or relocate roads, paths, utility lines and common driveways in the Condominium (provided that no such modification or relocation shall be undertaken in such a manner so as to permanently deprive any unit of access or utilities). The real estate subject to the Development Rights is the Property. The Development Rights herein reserved may be exercised with respect to different parcels of real estate at different times as

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Declarant, in its sole discretion may determine. No assurances are hereby made with respect to the order in which the parcels of real estate subject to the Development Rights hereof will be subjected to the exercise of such Development Rights. If any such Development Right is exercised in any portion of the real estate subject to such Development Right, such Development Right need not be exercised in all or any other portion of the Property. If units are added to or withdrawn from the Condominium, or converted into or from common elements, by the Declarant in the exercise of its Development Rights as reserved in the Declaration, the votes in the Association shall be reallocated among all of the units such that each unit shall have one (1) vote, and the percent of interest in common elements shall be allocated equally and pro rata among all of the units created and then existing.

Section 4.2 Limitations on Development Rights.

All buildings or other improvements constructed by Declarant in the exercise of its Development Rights will be:

- A. Generally compatible with the architectural style and quality of construction of other buildings and improvements in the Condominium; and
- B. Consistent with the Site Plan, with such variations as may be approved by the Planning Board of the Town of Windham and such additional variations as may be permissible from time to time without amendment of the Site Plan.

Development Rights and Special Declarant Rights must be exercised within fifteen (15) years from the date of recordation of this Declaration provided that the period of Declarant control of the Association as permitted by Section 1603-103(d) of the Condominium Act, and as reserved in section 4.3 below, shall terminate in accordance with the provisions thereof. For purposes of this Article IV, Development Rights and Special Declarant Rights shall be deemed to be exercised at such time as this Declaration is amended to reflect the creation of additional units or the exercise of such other Development Right or Special Declarant Right, if the exercise of such right requires an amendment to this Declaration, regardless of the time that such unit is constructed or such other work contemplated by the Development Right or Special Declarant Right is completed.

When the Declarant exercises any of its Development Rights, the Declarant shall, as and when appropriate, prepare and record a revised plat showing the precise locations of units and the limited common elements appurtenant thereto, pursuant to 1602-109(f) of the Condominium

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Act.

Section 4.3 Special Declarant Rights.

The Declarant reserves, in favor of itself and any successor Declarant, the following rights with respect to the Property (the “Special Declarant Rights”) until the construction, marketing and sale of all units that Declarant is allowed to create pursuant this Declaration and the common elements related thereto are completed:

A. To locate and relocate the common elements, limited common elements and units, even though not depicted on the Plat, and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of utility lines, wires, pipes, conduits and facilities servicing the Condominium including but not limited to water, electric, telephone, cable, natural gas, and sewer and transformers, meters and other equipment related thereto, provided that no such easement shall be effective until of record, that no such easements may be granted through units sold by Declarant to third parties without such unit owner’s consent, which consent shall not be unreasonably withheld, conditioned or delayed, and that the common elements promptly shall be reasonably restored upon disturbance;

B. To convey to the Town of Windham, or otherwise to dedicate to the public, any roads, drives, lanes and ways shown on the Plat and on the Site Plan, if the Town agrees to accept those roads.

C. To connect with and make use of utility lines, wires, pipes, conduits and facilities located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

D. To use the common elements and limited common elements for ingress and egress, for the alteration, repair and construction of units, common elements and limited common elements (including without limitation the movement and temporary storage of construction materials and equipment), pedestrian and vehicular ingress and egress, vehicular parking, the cutting and removal of trees and vegetation, the excavation, grading and alteration of the surface of the earth, the creation of ponds, drainage ditches and swales and the installation of signs and lighting for sales and promotional purposes;

E. To use the common elements and limited common elements for the ingress and egress of itself, its employees, agents, contractors and subcontractors and for prospective purchasers of units; to use any units owned or leased by the Declarant as models, management offices, sales offices for its project or customer service offices and to relocate the same from time

to time within the Property; to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant; to erect temporary offices on the common elements for models, sales, management, customer service and similar purposes, which may be relocated or removed, all at the sole discretion of Declarant;

F. To appoint and remove members of the Executive Board of the Association (the “Board”) and officers of the Association until sixty (60) days after the sale of seventy-five percent (75%) of the units that Declarant is allowed to create pursuant to this Declaration but in any event:

- (1) Within seven (7) years of the first conveyance of any unit, or
- (2) Until voluntarily waived in whole or part by Declarant by written notice duly recorded, whichever occurs first (together, the “Declarant Control Period”).

G. Those Special Declarant Rights as defined in the Condominium Act.

Section 4.4 Completion of Buildings.

The Declarant reserves, in favor of itself and any successor Declarant, the right until completion of construction of buildings and related improvements for all units that Declarant is allowed to create pursuant to its Development Rights: To complete construction of single- or multi-family residential structures, garages, common element improvements, structures and facilities, and all fixtures and improvements in connection therewith, in and on each unit, or with respect to the creation of units, or in and on the common elements, all pursuant to Section 1602-110 of the Condominium Act. The Declarant shall have no obligation to construct dwellings or structures within any Unit, except pursuant to any contract with the owner of such a Unit, notwithstanding the depiction of such building footprint on the Plat. All dwellings, structures and improvements initially constructed within a unit shall be constructed by Declarant or a contractor approved by Declarant in writing. All dwellings, structures and improvements within a unit not constructed by Declarant must first be approved by Declarant in writing in accordance with the provisions of Section 9.6 below.

Section 4.5 Unsold Units.

Except as provided in this Declaration and/or the Condominium Act, the Declarant shall have the same rights and be subject to the same obligations with respect to completed but unsold

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units as the owners of individual units after initial conveyance of an individual unit by the Declarant.

Section 4.6 Amendments to Article IV.

This ARTICLE IV shall not be amended or waived without the express written consent of the Declarant duly recorded in the Cumberland County Registry of Deeds. The benefits of ARTICLE IV and all other special rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred by recorded instrument specifically referring to the transferred rights and executed by Declarant and its successor or assignee.

ARTICLE V

AMENDMENT TO CONDOMINIUM INSTRUMENTS; REQUIRED CONSENT

Section 5.1 Amendment of Declaration.

This Declaration, including the Plat, may be amended or modified in accordance with the following procedure, except with respect to the exercise of Development Rights or Special Declarant Rights and except as otherwise provided in this Declaration or in the Condominium Act:

A. The notice of any regular or special meeting of the Association at which a proposed amendment to this Declaration is to be considered shall contain the text of the proposed amendment. Such notice shall be sent to all unit owners. Notice shall also be sent to Eligible Mortgage Holders if required pursuant to ARTICLE X.

B. At the meeting, the resolution shall be adopted if it receives the affirmative vote or written consent of sixty-seven percent (67%) or more of the total votes in the Association in all cases and such Eligible Mortgage Holders as required pursuant to ARTICLE X. Unit owners and Eligible Mortgage Holders, if required by ARTICLE X, may express their approval in writing or by proxy.

C. An amendment shall be effective when recorded. The Association shall endeavor to forward a copy of the amendment to each unit owner and Eligible Mortgage Holders in the manner elsewhere provided for the giving of notices, but receipt of such notices shall not constitute a condition precedent to the effectiveness of such amendment.

Section 5.2 Consent of Declarant.

No amendment shall be made to this Declaration, the Bylaws of the Association or the rules and regulations of the Association during the Declarant Control Period, or with respect to the Development Rights or Special Declarant Rights, without the prior express written consent of the Declarant.

Section 5.3 Amendment to Comply with Secondary Market Mortgagee Requirements.

It is Declarant's intent that this Declaration complies with the underwriting requirements of Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal National Mortgage Association (Fannie Mae), the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs. In the event that this Declaration does not comply with such underwriting requirements, Declarant, in Declarant's sole discretion, shall have the right to amend this Declaration to make this Declaration conform to such underwriting requirements.

ARTICLE VI

INSURANCE, DAMAGE OR DESTRUCTION

Section 6.1. Association Insurance Generally.

The Association shall maintain all insurance required by accordance with section 1603-113 of the Condominium Act. The Association may also obtain and maintain as a common expense: (i) to the extent available at reasonable cost, directors' and officers' liability insurance; (ii) worker's compensation insurance, if and to the extent necessary to meet the requirements of law; and (iii) other insurance that the Association may determine is necessary.

Section 6.2 Hazard Insurance on Common Elements.

The Association shall obtain hazard insurance covering the units, all common elements and limited common elements not located within a unit, including fixtures, building service equipment and common personal property and supplies belonging to the Association. The hazard insurance maintained by the Association need not cover any improvements and betterments made by any unit owner unless the Board consents to any such improvement being covered on the Association's policy and such improvement is expressly listed and insured

through the Association's policy. Such policy shall insure against fire, extended coverage perils and all other risks customarily covered for similar types of properties, including those covered by the standard "all risk", vandalism, malicious mischief, windstorm and water damage endorsements, together with coverage for payment of common expenses with respect to damaged units during the period of reconstruction. The total amount of insurance after application of any deductibles shall be as near as practical to one hundred percent (100%) of the then-current replacement cost of all such property, exclusive of land, excavations, foundations and other items normally excluded from such policies. Such policy shall include the following endorsements, to the extent available on reasonable terms: (a) agreed amount and inflation guard; (b) construction code endorsements; and (c) steam boiler coverage endorsement providing at least one hundred thousand dollars (\$100,000.00) coverage for each accident, if applicable. Such policy shall show the Association as the named insured, and must also name as a named insured any holder of a first mortgage on the common elements and its successors and assigns.

Section 6.3. Flood Insurance.

If any part of the common areas of the Condominium is in a flood hazard area as defined by the Federal Emergency Management Agency, the Association shall maintain a flood insurance policy. Such policy shall cover all common area buildings and other property, real or personal, located within the flood area. The amount of such insurance shall be equal to at least the lesser of (a) one hundred percent (100%) of the then-current replacement cost of all property in the flood area, or (b) the maximum coverage available for the Condominium under the National Flood Insurance Program.

Section 6.4 Repair of Units and Common Elements.

Any portion of the units and common elements that is damaged or destroyed shall be repaired or replaced promptly by the Association unless:

- A. The Condominium is terminated under ARTICLE VII;
- B. Repair or replacement would be illegal under any federal, state or local land use or zoning law, regulation, code or ordinance; or
- C. One hundred percent (100%) in interest of the unit owners vote not to rebuild, including every owner of a unit or limited common area that would not be rebuilt and including the consent of the Eligible Mortgage Holders as provided in ARTICLE X.

Insurance deductibles and the cost of repair or replacement either (i) in excess of insurance proceeds and reserves or (ii) not covered by any insurance, shall be a common expense.

Section 6.5 Application of Insurance Proceeds with respect to Units and Common Elements.

If any of the units or common elements referenced in Section 6.4 are not completely repaired or replaced after damage:

A. The insurance proceeds attributable to the damaged units, common elements and limited common elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium;

B. The insurance proceeds attributable to each unit (including, without limitation, improvements constituting a permanent part of the unit that are insured by the Association and the unit's interest in limited common elements) that is not rebuilt shall be distributed to the owner of each such unit and the owners of the units to which the limited common elements were assigned, after payment of the holders of liens thereon, in accordance with the Condominium Act; and

C. The remainder of the proceeds shall be held in trust to be distributed to the unit owners and their mortgagees in accordance with the Condominium Act.

Any loss covered by such insurance shall be adjusted by the Association, which shall exclusively represent all unit owners in any proceedings, negotiations, settlements or agreements in connection therewith. The insurance proceeds shall be paid to the Association as trustee for the unit owners and lien holders as their interests may appear. Mortgagees' liens shall transfer in order of priority to the insurance proceeds. Notwithstanding the provisions of this Section, ARTICLE VII of the Declaration governs the distribution of insurance proceeds if the Condominium is terminated.

Section 6.6 Association Public Liability Insurance.

The Association shall maintain comprehensive commercial general liability insurance, including medical payments insurance insuring the unit owners, in their capacity as unit owners and Association members, and any managing agent retained by the Association, relating in any way to the ownership and/or use of the common elements, public ways and any other areas under the supervision of the Association and any part thereof. Such insurance policy shall contain a

“severability of interest endorsement” or equivalent coverage that precludes the insurer from denying the claim of a unit owner because of the negligent acts of the Association or another unit owner. Such insurance shall include coverage for bodily injury and property damage that results from the operation, maintenance or use of the common elements, any liability resulting from lawsuits related to employment contracts in which the Association is a party, other than standard workers compensation and employment practices exclusions, and such other risks as the Board determines are appropriate. The amount of coverage of such liability insurance, and the deductibles therefor, shall be as determined by the Board. The scope and amount of coverage of all liability insurance policies shall be reviewed periodically by the Board and may be changed in the Board’s discretion.

Section 6.7 Unit Owner Insurance.

Unless such items are covered by the Association’s policy, each Unit owner shall be solely responsible for maintaining property insurance with respect the improvements and betterments to its unit and the contents thereof, including without limitation those by fire and all other hazards that are normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar types of properties, including those covered by the standard “all risk” endorsement. Any unit owner who obtains individual insurance policies covering any portion of the Property other than improvements and betterments to its unit belonging to such owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance. The Association shall have no obligation to maintain liability insurance for the benefit of any owner except as expressly required by section 6.6 above. Each unit owner shall be responsible for maintaining liability insurance with respect to its unit and the use, occupancy and ownership thereof, which policy shall name the Association as an additional insured, and the unit owner shall provide to the Association a current certificate of such insurance, including the renewals thereof.

In the event of damage to or destruction of any building, structure or improvement located on a unit or limited common element assigned exclusively to that unit, the unit owner shall cause any debris to be promptly removed from the Property and properly disposed of, shall immediately remedy or construct barriers around any unsafe condition on the unit resulting from such damage or destruction. If the unit owner fails to perform any such work as required following any such damage or destruction, then the Association shall have the right, but shall

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have no obligation, to do so and to charge the cost thereof to the unit owner as a service charge as provided in this Declaration.

ARTICLE VII

REMOVAL FROM THE CONDOMINIUM ACT

Section 7.1 Termination of the Condominium.

The submission of the Property to the Condominium Act herein shall not be revoked or terminated unless (i) one hundred percent (100%) in voting interest of all of the then-current unit owners in accordance with the Condominium Act, and (ii) the percentage of the Eligible Mortgage Holders required by Article X shall agree to such revocation or removal of the Property from the provisions of the Condominium Act, their agreement to be established by written instrument duly recorded.

Section 7.2 Ownership upon Termination.

Upon removal of the Property from the Condominium Act, the unit owners shall hold the Property and any proceeds thereof as tenants in common in accordance with the Condominium Act, with any mortgages or liens affecting a unit to attach in order of priority against the resulting common ownership interest. Removal shall not bar the subsequent re-submission of the Property to the Condominium Act.

ARTICLE VIII

EMINENT DOMAIN

Section 8.1 Taking of an Entire Unit.

If a unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the unit owner and his mortgagee(s), if any, for the unit and the unit's percentage interest in the common elements, whether or not any common elements are acquired. Upon acquisition of the unit, the unit's allocated interests shall be automatically reallocated to the remaining units in proportion to their respective allocated interests before the taking, and the Association shall promptly prepare, execute, and record an instrument reflecting the reallocations.

Section 8.2 Taking of Part of a Unit.

If part of a unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the unit owner and his mortgagee(s), if any, for the reduction in value of the unit and its interest in the common elements, whether or not any common elements are acquired. That unit's allocated interests shall not be reduced or re-allocated as long as the unit remains useable as a building lot for a single-family residence. If the unit is no longer useable as a building lot for a single-family residence, then the unit's allocated interests shall be reallocated ratably among all other units in the Condominium in accordance with the procedures set forth in Section 8.1.

Section 8.3 Taking of Common Elements.

If part of the common elements is acquired by eminent domain, the Association shall be entitled to payment of the award, subject to the Condominium Act; generally the portion of the award attributable to the common elements taken shall be distributed to the unit owners and their mortgagee(s) in accordance with the Condominium Act, unless the Association rebuilds or acquires comparable common elements. Any portion of an award attributable to the acquisition of a limited common element or as may otherwise benefit the Condominium as determined by a Court of competent jurisdiction must be equally divided among the owners of the units to which that limited common element is allocated at the time of acquisition in proportion to their interests in the common elements.

Section 8.4 Association as Agent for Unit Owners.

In the event of a proposed acquisition by eminent domain of any portion of the Property, the Association shall have the right but not the obligation to act and to intervene on behalf of unit owners. Nothing contained in this Section or this Declaration, however, shall entitle any unit owner or other person to priority over a first mortgagee of a unit pursuant to its mortgage instrument in the right to receive eminent domain awards for the taking the unit and/or the unit's interest in the common elements.

ARTICLE IX

EASEMENTS; LICENSES; ENCROACHMENTS; USE RESTRICTIONS

Section 9.1 Easements in general.

A. Appurtenant to each unit is a perpetual right, subject to the rules and regulations established by the Board, of ingress and egress from such unit through the common elements and limited common elements allocated to such unit to Gray Road, Cook Road or any other public streets adjoining the Property. Such right of ingress and egress shall generally be restricted to the common element roads, drives and access ways.

B. The Property is generally subject to the easements, covenants and restrictions listed on Exhibit A.

C. The Association, the Declarant, the managing agent and/or any other person authorized by the Board shall have a right of access to any unit and any limited common elements to the full extent as provided in the Condominium Act. In case of emergency, such entry may be gained immediately whether or not the unit owner is present at the time.

D. Each unit shall have an easement in common with all other units to use all pipes, wires, ducts, cables, conduits, utility lines and other common elements serving such unit and located in any of the other units or on the common elements or limited common elements.

Section 9.2 Stormwater Management and Water Supply Easements.

The common elements shall include all of the stormwater management facilities shown on the Site Plan and the associated conditions of approval, and all of those improvements “MUST BE BUILT.” The Town of Windham shall have all easements for stormwater management purposes that are contained in or necessary to accomplish the purposes of the stormwater management plan for the Property, as approved by the Maine Department of Environmental Protection and the Town of Windham Planning Board.

No person shall use any of the stormwater detention areas in any manner that would diminish storage capacity of such areas.

The common elements shall also include all of the water supply facilities (both domestic and fire protection) shown on the Site Plan and the associated conditions of approval, and all of those improvements “MUST BE BUILT.” The Town of Windham and Portland Water District shall have all easements for water supply purposes that are contained in or necessary to

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accomplish the purposes of the water supply plan for the Property, as approved by the Town of Windham Planning Board and Portland Water District.

Section 9.3 Licenses to Unit Owners.

A. Subject to the provisions of this Declaration (without limiting the generality of that statement, the provisions of Sections 9.4 and 9.6 below) and applicable laws and ordinances, unit owners shall have the right to alter the grade of the physical surface of the earth on their units in connection with the construction of a single-family residential building on their unit and other accessory structures. Promptly upon completing work, the unit owner shall grade, loam and seed any disturbed areas so as to bring them as quickly as reasonably possible into a condition compatible with the standards maintained on the units and common areas of the Property.

B. Unit owners and their family members, guests, tenants and invitees shall have a license to use the common area Clubhouse and other improvements on the common elements, subject to the rules and regulations of the Association and subject to the restrictions set forth in Section 9.10 below.

C. Unit owners and their family members, guests, tenants and invitees shall be permitted to use the paths located on the common elements for walking and jogging; provided, however, that (i) no motorized vehicles such as motorcycles, snowmobiles or ATVs and no bicycles shall be used on the paths or any other portion of the common elements, (ii) pets are kept at all times on leashes, and (iii) persons using the paths to exercise pets shall clean up after such pets.

D. The Association reserves the right to revoke the privileges set forth in paragraphs B. and C. of any person who repeatedly violates the rules set forth above or any rules that may be subsequently promulgated; provided, however, that such revocation shall apply to specific persons and shall not affect the rights of other owners of the unit, their family members and guests and tenants of that unit and shall not affect successor unit owners or their family, guests or tenants, unless such specific persons repeatedly violate the rules set forth above or rules that may be subsequently promulgated.

Section 9.4 Encroachments.

Each unit shall have an appurtenant easement to the extent necessary for subjacent and lateral support over every other unit and over the common elements and limited common

elements. If any portion of the common elements or limited common elements hereafter encroaches upon any unit, or if any unit hereafter encroaches upon any portion of the common elements or limited common elements, as a result of settling or shifting of any structures thereon or otherwise than as a result of the purposeful or negligent act or omission of the owner of the encroaching unit or of the Association in the case of encroachments by the common elements or limited common elements, a valid easement appurtenant to the encroaching units, common elements or limited common elements for the encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist. The Declarant shall have no liability for immaterial deviations from the Plat that result in encroachments requiring easements under this Section 9.4.

Each unit containing a building sharing a party wall with a building on the adjacent unit shall have an appurtenant easement to the extent necessary for structural, lateral and subjacent support from the owner of the adjacent unit sharing the party wall.

Section 9.5 Housing for Older Persons.

A. The Condominium is intended and shall be operated for occupancy by at least one (1) person fifty-five (55) years of age or older per unit. Accordingly, at least one (1) resident of each unit must at all times be fifty-five (55) years of age or older.

B. Each unit owner and each occupant of each unit agrees on request to provide to the Association age verification information with respect to the occupants of the unit on a periodic basis as requested by the Association. The Association is obligated by law to obtain and to retain such information. The Association may determine, in its reasonable discretion, what evidence of age shall be satisfactory.

C. Temporary absence from a unit by an occupant who is 55 years of age or older shall not be considered a violation of these requirements as long as the unit is not rented out to a person younger than 55 and the occupant who is 55 years of age or older (i) returns on a periodic basis and (ii) maintains legal and financial responsibility for the upkeep of the unit.

D. The Association shall have full authority to enforce the restrictions of this Section 9.5. Without limiting the generality of the foregoing, at any time when there is no occupant of a unit who is 55 years of age or older, the Association may evict all occupants of the unit by action in forcible entry and detainer or any other summary proceedings available under Maine law.

E. The provisions of this Declaration are intended to comply with state and federal

laws exempting housing for older persons from laws prohibiting discrimination based on familial status. If at any time the Association determines, in its reasonable discretion, that the provisions of this Declaration are no longer sufficient to ensure availability of the appropriate exemptions, the Association shall, by modifying its rules and regulations, adopt policies and procedures that would comply with the appropriate legal requirements. Such policies and procedures shall take precedence over this Section 9.5 to the extent necessary to ensure the continued availability of the appropriate exemptions, and shall be fully enforceable in accordance with the provisions of paragraph D. above.

Section 9.6 Restrictions on Construction and other Unit Improvements.

The provisions of this Section 9.6 shall govern the initial construction of a single-family residential structure and permitted appurtenant structures on a unit and any subsequent alterations and improvements to any such structures that would change the appearance of the exterior of the structure, including without limitation its exterior surface materials or color.

No unit owner shall construct, alter or improve any structure on a unit without the advance written consent of the Association's Board. Prior to the initial construction or any subsequent alteration or improvement, the unit owner shall submit to the Board for approval plans and specifications for the construction, describing the exterior design, all surfaces visible from the exterior, materials, an exterior plan and elevations of the building if applicable, a landscaping plan, and other information specified from time to time in the rules and regulations of the Association. The Board shall respond within thirty (30) days of the submission with the approval or disapproval, provided that the Board may extend its review time for an additional 30-day period upon written notice from an officer of the Association to the unit owner, in cases where scheduling difficulties require such an extension. Failure to disapprove within such time period (as so extended) will be considered approval. Upon request, the Association will provide a certificate in recordable form indicating that the initial construction or any particular alterations and improvements to the exterior of a structure, as the case may be, have been made in accordance with approved plans and specifications. Such certificate shall be binding on the Association.

If necessary, the Association shall support and join in any application by a unit owner to applicable municipal or other agencies for permitted improvements.

The Association may from time to time approve exterior design criteria that it shall make

available to the unit owners. The criteria may include, without limitation, restrictions on architectural design, exterior materials, and a specific color palette. All structures constructed and all alterations and improvements performed after adoption of the criteria shall comply with those criteria. No such criteria shall affect any pending application for approval submitted by a unit owner pursuant to this Section prior to the adoption of the criteria.

All construction activities with respect to each unit shall be substantially complete, in accordance with the approved plans, within one (1) year after the unit owner begins site preparation work with respect to the construction.

All residences must have an attached or detached 1-car garage. All exterior lighting on a unit must be of a type that limits glare on abutting properties and that complies with all requirements of the Town of Windham. No storage units, storage containers, PODs or similar structures are allowed on any unit except in conjunction with the initial construction of the unit; all such structures shall be removed within thirty (30) days following substantial completion of the primary residential structure on the unit.

Without the prior written consent of the Board, no additional dwellings, buildings, structures, additions, improvements, fixtures, including without limitation, patios, decks, porches, canopies, signs, sheds, trees, fences, or other landscaping improvements, shall be constructed on or within a unit, or the limited common elements allocated to such unit, after initial construction of the dwelling and garage; provided that:

- A. A unit owner may have a brick patio of no more than 100 square feet adjacent to the garage;
- B. A unit owner may plant a flower or vegetable garden along the foundation of its unit; and
- C. A unit owner may plant small shrubs (less than three (3) feet in height) on or immediately adjacent to its unit.

Except as set forth in the preceding sentence, unit owners shall not materially alter the landscaping of their units or the limited common elements without the advance written permission of the Board, which the Board may not withhold unreasonably.

In the event that any such items are installed or constructed on a unit without the consent of the Board, the Board may, in its discretion but without any obligation to do so, enter the unit with agents or contractors to remove the unauthorized improvements and otherwise restore the unit to its prior condition and charge all costs of removal and disposal of such improvements and

restoration to the unit owner as a service charge as provided in this Declaration. With respect to any improvements installed, built, planted or made by the unit owner with the consent of the Board, the Association shall have no obligation for maintenance, repair or replacement. In the event such authorized improvements become unsightly, deteriorated, dilapidated, or any planting within the unit becomes weedy or dies, the Association shall have the right to enter the unit, remove the deteriorated improvement or landscaping, restore it to a condition similar to the condition provided for standard construction and plantings in the Condominium, and assess the cost of such improvement and repair to the unit owner as a service charge as provided in this Declaration.

The Association may adopt reasonable rules and regulations regulating antennas, window shades and blinds, or any other structures, fixtures or personal property that materially and adversely affect the appearance of the exterior of buildings and other structures within or upon a unit.

Section 9.7. Other Restrictions on Use.

Each unit may be used subject to all restrictions contained in this Declaration and the rules and regulations of the Association, as amended from time to time. The units are restricted to single-family residential use, except that (i) the Declarant may use the Property in the exercise of Development Rights and Special Declarant Rights, and (ii) unit owners may use their units as home offices for telecommuting purposes; provided, however, that no walk-ins or regular client or customer meetings shall be conducted in the units and no employees other than persons living in unit shall be employed in such unit. No unit owner shall be allowed to install a sign visible from the common elements or limited common elements indicating or advertising a commercial use or home office use in any unit.

No unit owner shall use his unit in such a manner as to create a nuisance or unreasonable disturbance of other unit owners. No unit owner shall play or operate any electronic or mechanical, sound-producing machinery, appliance or device (including gas-powered tools and yard equipment) outside his unit between the hours of 10:00 p.m. and 8:00 a.m., or otherwise if such playing or operation shall unreasonably disturb or annoy the occupants of any other unit. No unit owner shall erect or maintain an outside television or radio antenna, except for small satellite dishes not in excess of 18 inches in diameter, which must nevertheless be installed in the most visually discrete manner.

No unit owner shall in any manner jeopardize the soundness or safety of the Property, reduce the value thereof, or impair any easements, rights, appurtenances or the use and benefit of common elements. None of the Board, the Association or any managing agent is responsible for the safety and security of vehicles or other personal property of any nature within a unit or left on the common elements or limited common elements. Parking on the Property shall be allowed only on the driveway located on a Unit or on designated spaces in the common elements. Unit owners shall be responsible for compliance with these rules by their guests and invitees. Motor vehicles parked in violation of these rules or other rules promulgated by the Association may be towed at the unit owner's expense.

Common elements provided for access to the units shall be used only for access to and from units by vehicles and pedestrians and shall not be blocked by any personal property of unit owners, their tenants, families and guests.

Each unit shall be used by the owner or other occupant(s) thereof in compliance with all applicable laws, ordinances and regulations, including without limitation all applicable environmental laws, and unit owners shall indemnify and hold harmless the Declarant, the Association, the Board and other unit owners and occupants harmless from all fines, penalties, costs and prosecutions for any violation thereof.

Section 9.8 Pets.

The keeping, boarding and/or raising of animals, laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any unit or upon the common elements or limited common elements, except that the keeping of small, orderly domestic pets such as dogs, cats or caged birds, aquarium fish or other domesticated species of animals are permitted subject to regulation by the Board.

All pets and animals shall be restrained so as not to become noisome or offensive to the occupants of any unit. The unit owner is responsible for the clean up of the pet's excrement, whether within a unit boundaries or on the common elements or limited common elements. No pets shall be allowed to run freely on the Property, nor shall pets be allowed outside of a unit without both wearing a leash and being under the immediate supervision of a responsible person. With respect to all animals, except fish, the aggregate number of animals per unit shall not exceed one (1) and no animal shall exceed fifty (50) pounds. The Association shall have the power to further regulate pets and animals under the Bylaws or rules and regulations of the

Association as promulgated or amended from time to time, including without limitation the express power to regulate the species of pet, to establish additional behavior requirements and to expel any offending pets and animals from the Property. Notwithstanding the foregoing, no Pit Bulls, Rotweilers, Doberman Pincers or other dog breeds with a general reputation for being aggressive shall be permitted in the Condominium.

Notwithstanding the foregoing, any pet that qualifies as a “service animal” or an animal serving an equivalent function for assistance to the disabled shall be excluded from the foregoing restrictions to the extent required by applicable law. The Unit owner is responsible for the clean-up of the service animal’s excrement, whether within the Unit boundaries or in the common elements or limited common elements. No service animals shall be allowed to run freely on the Property, nor shall service animals be allowed outside of a Unit without both wearing a leash, harness or other restraining device and being under the immediate supervision of a responsible person.

Section 9.9 Leasing of Units.

No unit may be leased for a term of less than one hundred twenty (120) days and no part of a unit may be separately leased without including the entire unit. A copy of each such lease or sublease shall be furnished to the Board within ten (10) days after execution thereof. Each lease must provide expressly that the lessee or sublessee shall be bound by the covenants, conditions and restrictions set forth in this Declaration, the Bylaws and the Rules and Regulations, and that a default thereunder shall constitute a default under the lease or sublease. The unit owner shall provide any lessee or sublessees of a unit with a copy of the Declaration, Bylaws and Rules and Regulations of the Condominium. The foregoing shall not impose any direct liability on any lessee or sublessees of a unit to pay any common expense assessments on behalf of the owner of that Unit unless so provided for in said lease or sublease.

The written lease of any unit must: (a) require the lessee to comply with this Declaration, Bylaws and rules and regulations of the Association, including an explicit requirement that the lessee will comply with Section 9.5 above; (b) provide that failure to comply therewith constitutes a default under the lease; and (c) provide that the Board has the power to terminate the lease and to bring summary proceedings to evict the tenant in the name of the lessor thereunder after thirty (30) days prior written notice to the unit owner, in the lessee breaches this Declaration, the Bylaws or the rules and regulations.

Section 9.10 Clubhouse.

Unit owners may use the Clubhouse and the open space on the Property for recreational purposes for residents and their guests. Unit owners may also use the Clubhouse in conjunction with treatments provided by health care providers (physical therapy, for example) and for meetings relating to health care, fitness, nutrition and lifestyle services, regardless of whether those services are provided by or through the Association. All use of the Clubhouse and the open space shall be subject to scheduling requirements and other rules and regulation of the Association. Notwithstanding anything to the contrary in this Declaration, the Clubhouse may not be rented or sublet to any outside interests.

Section 9.11 Insurance.

Notwithstanding anything in this Article IX to the contrary, nothing shall be done or kept in any unit or in the limited common elements that will increase the rate of insurance for the Property or any part thereof without the prior written consent of the Board. No unit owner shall permit anything to be done or kept in this unit or in the limited common elements that will result in the cancellation of insurance on the common elements or limited common elements or any part thereof or that would be in violation of any law, regulation, ordinance or administrative ruling.

ARTICLE X

RIGHTS OF MORTGAGEES

Section 10.1 Eligible Mortgage Holders.

Any first mortgagee of a unit may file a request identifying itself as a first mortgage holder and providing the number of the unit encumbered by its mortgage with the Association by certified or registered, first-class mail, return receipt requested or by delivery in hand securing receipt therefore and thereby shall become an “Eligible Mortgage Holder”; the Secretary of the Association shall maintain such information. After the filing of a request by an Eligible Mortgage Holder, the Board shall cause notice to be sent to such Eligible Mortgage Holder of any one or more of the following events affecting the mortgaged unit(s), if so requested.

- A. Default by the owner of a mortgaged unit in the payment of monthly common

charges, assessments, service charges, or other amounts due the Association that continues for 60 days;

B. The lapse, cancellation, expiration or material modification of insurance required to be maintained under this Declaration;

C. A material amendment to the Declaration requiring the consent of Eligible Mortgage Holders as provided in Section 10.2 below;

D. Any condemnation proceeding against any of the Property;

E. Material destruction of any portion of the common elements or limited common elements or any improvements thereon; or

F. Such other events specified in the Condominium Act.

If in said request to the Association forwarded by an Eligible Mortgage Holder, the mortgage is identified as being subject to the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs, then the Association shall maintain such hazard and other insurance policies and coverage required under said mortgage programs and identified in said notice from the institutional mortgage holder, to the extent such insurance is available to the Association.

Section 10.2 Material Amendments.

For a material amendment to the Declaration except in connection with the exercise of Development Rights and Special Declarant Rights, but subject in any event to the provisions of the Condominium Act, approval must be obtained from Eligible Mortgage Holders representing in the aggregate at least fifty-one percent (51%) of the votes of units subject to mortgages held by Eligible Mortgage Holders. An amendment affecting any of the following shall be deemed material:

A. Voting rights in the Association;

B. Change in percentage liability for common expenses, assessment liens for common expenses, or the subordination of assessment liens;

C. Any material reduction in the funding of reserves for maintenance, repair and replacement of common elements and limited common elements;

D. Responsibility for maintenance and repairs;

E. Reallocation of pro rata interests in the common elements or limited common

elements or rights to their use;

- F. Boundaries of any unit;
- G. Convertibility of units into common elements or vice versa;
- H. Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- I. Insurance or fidelity bonds;
- J. The rights to lease units;
- K. Imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- L. A decision by the Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- M. Restoration or repair of the Property (after damage or destruction, partial taking by eminent domain or condemnation) in a manner other than that specified in this Declaration;
- N. Any action to terminate Condominium after substantial damage, destruction or condemnation occurs;
- O. Any provisions of this Article or any other provision of this Declaration that expressly benefits mortgage holders, insurers or guarantors;
- P. The merger or consolidation of the Condominium with another condominium or the subjection of the Condominium to a master association;
- Q. Any change in the Association's right to lien a unit for unpaid common expense assessments or a change in the priority of such liens; or
- R. Any one-time increase in monthly assessments by more than twenty-five percent (25%).

When unit owners are considering termination of the Condominium for reasons other than substantial damage, destruction or taking by eminent domain of the Condominium, the Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the votes of units subject to mortgages held by Eligible Holders must consent to such termination.

The approval of any Eligible Mortgage Holder to such a material amendment to the Declaration shall be presumed if an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made. Notwithstanding the above provisions, no consent of Eligible Mortgage Holders shall be required for the Declarant to record as-built plats pursuant to Section 1602-109(f) of the Condominium Act.

Section 10.3 Records.

An Eligible Mortgage Holder may, at its sole expense, examine the books, records and accounts of the Association at reasonable times with reasonable advance notice to the Treasurer of the Association; provided, however, that Declarant shall have the right to withhold information in the books, records and accounts of the Association relating primarily to the construction and unit sale activities of Declarant. After the first conveyance of an individual unit (as distinguished from the conveyance of Declarant's development and special declarant rights) by the Declarant, the Association shall have an audited financial statement prepared within one hundred and twenty (120) days of the end of the Association's fiscal year. Upon written request from a holder of a mortgage on a unit, an insurer thereof, or an institutional guarantor thereof, the Association shall, within a reasonable period of time, provide a copy of such audited financial statement to such party requesting the same (if the request for a copy of the audited financial statement precedes the 120-day preparation deadline above, then the statement will be provided after it becomes available).

ARTICLE XI

ASSESSMENT FOR COMMON EXPENSES AND SERVICE CHARGES.

Section 11.1 Common Expense Assessments

The total amount of common expenses incurred by the Association shall be assessed against the units in the proportions of common expense liability set forth in Schedule B, subject to the following:

A. The common expenses that are not assessed as limited common expenses shall be assessed against all the units in proportion to the relative common expense liability of all the units.

B. A limited common expense shall be assessed solely against all units benefited in proportion to the relative common expense liability of such units as between themselves, as the Board may determine.

C. Assessments to pay a judgment against the Association shall be made as a limited common expense against the units included in the Condominium at the time the judgment was

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entered.

D. The Board shall have the authority to assess common expenses benefiting fewer than all the units exclusively to the units benefited. Without limiting the generality of the foregoing, if the Board determines that any common expenses or categories of common expenses do not benefit units for which construction has not yet begun, or units that may not lawfully be occupied for single-family residential purposes, the Board may allocate those common expenses entirely to units for which construction has begun or that may lawfully be occupied for such purposes.

E. Electricity, gas, water, cable television and telephone services shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each unit owner shall be required to pay the bills for such services consumed or used in his unit. The electricity and other utilities serving the common elements shall be separately metered, and the Association shall pay all bills for such services consumed in the common elements as a common expense assessable to all the owners of the units.

“Common expenses” shall be any and all expenses incurred by the Association to operate, maintain, repair, and replace the common elements as necessary to keep the same in a first-class condition with respect to appearance, operation and function and utilities used in connection with the operation and maintenance of the common elements. The foregoing shall include, without limitation: road and driveway plowing, salting, sanding, and sweeping; road and driveway maintenance; grass cutting and landscaping maintenance and replacement in the common elements; lighting on the common area roadway and other common elements, maintenance and repair of the common area Clubhouse, and maintenance and repair of the common storm water management system, subsurface waste disposal systems, and the common portions of the common water supply systems. In addition, common expenses shall include the cost of grass cutting and landscaping maintenance on the units (except for flower or vegetable gardens maintained by the unit owner).

“Limited common expenses” shall mean those common expenses that the Association incurs to operate, maintain, repair and replace the limited common elements.

Each unit is subject to a lien in favor of the Association for the unpaid common expense assessments, interest and costs of collection, all as provided in the Condominium Act, which lien may be foreclosed in like manner as a mortgage on real estate. No foreclosure of the Association’s lien shall release the unit owner from any personal liability for any unpaid portion

of the lien. The recordation of this Declaration constitutes record notice of the lien. Such lien for common expense assessments shall not have priority over a first mortgage against the unit, and upon foreclosure of such first mortgage, any liens for then-existing common expense assessments automatically shall be released but without releasing the responsible unit owner from any personal liability for the liability secured by the released lien. As used in this Declaration, “costs of collection” shall mean all attorneys’, paralegals’, experts’ and other legal fees and court costs incurred by the Association, whether or not an action is commenced by the Association.

Section 11.2 Other Service Charges and Fines.

The Association shall have the power to separately charge a unit and the owner thereof for services rendered to that unit, and interest and costs of collection in connection with service charges, and for fines assessed against a unit owner for violation of this Declaration, the Bylaws and the rules and regulations. Such charges and fines shall be a lien on the unit with the same status as a lien for common expense assessments under the Condominium Act, this Declaration and Bylaws, which lien for service charges may be foreclosed in like manner as a mortgage on real estate. The recordation of this Declaration constitutes record notice of the lien.

Service charges shall include without limitation:

A. If a unit owner, members of his/her family, guests or tenants requests the Association or its agent to perform repair and maintenance work on the unit or the limited common elements allocated to the unit, or a unit owner, members of his/her family, guests or tenants damage the common elements or fail to perform maintenance and repair work required by this Declaration and the Association performs such work pursuant to Article XII below, the expense thereof as determined by the Board may be assessed as a service charge.

B. Fees, if any, that may be established by the Board for the use, maintenance, repair and replacement of stormwater management facilities and equipment, subsurface waste disposal facilities and equipment, and water supply facilities and equipment. The expense of such use, maintenance, repair and replacement and reasonable reserve allowances may also be calculated by the Board in its discretion and assessed monthly as a service charge to each unit. At the election of the Board, the expense of capital improvements, major repairs or renovations to the stormwater management facilities and equipment, subsurface waste disposal facilities and equipment, and water supply facilities and equipment may be assessed either as a common

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expense or as a service charge.

Section 11.3 Liability.

Unit owners shall pay regular and special assessments and service charges levied by the Association without any deduct or offset whatsoever. Multiple owners of a unit shall each be jointly and severally liable with one another for all unpaid common expense assessments, service charges, interest, penalties and costs of collection during their period of unit ownership up to the time of the grant or conveyance. A grantee shall not be prevented from exercising any right to recover from the grantor such amounts paid for those common expenses assessments, service charges, etc. arising prior to the conveyance. A grantee or proposed purchaser under a purchase and sale contract for a unit may obtain, upon request and the payment of such fee as may be established from time to time by the Board, a statement from the Association setting forth the amount of unpaid common expense assessments and service charges, interest, penalties and costs of collection against the unit as of the date of the statement and such other information required by the Condominium Act. The grantee shall not be liable for, and the unit conveyed shall not be subject to a lien for any unpaid amounts due from the grantor before the statement date in excess of the amount set forth in the statement except interest and costs of collection accruing thereafter.

Section 11.4 Budget.

The proposed budget approved by the Association's Board shall be adopted unless rejected by a sixty-seven percent (67%) vote of all unit owners.

Section 11.5 Violations.

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 after reasonable notice to cure by the Association to the unit owner, may be prohibited by the Board from the use and enjoyment of any and all of the common elements that are not essential to access to the unit or for the provision of necessary utilities, in addition to all other remedies available to the Board.

ARTICLE XII
MAINTENANCE AND REPAIR

Section 12.1 Maintenance and Repair of Units.

A. Except as provided elsewhere in this Declaration, the maintenance of the units and limited common elements shall be allocated between the unit owners and the Association in accordance with Section 1603-107(a) of the Condominium Act. The Association shall keep and maintain the exterior of all buildings, structures, improvements and fixtures within and upon a unit and the exterior of any limited common elements allocated exclusively to that unit, including without limitation the yard area and driveway, in good order, condition and repair, including mowing of grass and removing snow from the driveway, all at the Association's sole cost and expense, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary, and shall do all exterior redecorating and painting that may at any time be necessary to maintain the good appearance and condition of his unit in accordance with the standards and schedules established by the Board from time to time. Each unit owner shall keep and maintain the interior of all buildings, structures, improvements and fixtures within and upon a unit and the interior of any limited common elements allocated exclusively to that unit in good order, condition and repair and in a clean and sanitary condition, all at the unit owner's sole cost and expense, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary, and shall do all interior redecorating and painting that may at any time be necessary to maintain the appearance and condition of his unit in accordance with the standards and schedules established by the Board from time to time. Each unit owner shall perform his maintenance responsibility in such manner as shall not unreasonably disturb or interfere with the other unit owners. If any unit owner fails to perform such maintenance or repair within one hundred and eighty (180) days of written notice from the Association or in the event of emergency, the Association through its officers or managing agent shall have the right, but not the obligation, to enter the unit and perform such maintenance or repair in the name of the owner. The Association shall be entitled to assess the expense thereof as a service charge due in full at the time of the next regular monthly payment. Each unit owner shall promptly report to the Board or the managing agent any defect or need for repairs to the exterior of a unit or the common elements and limited common elements for which the Association is responsible pursuant to this Declaration or the Condominium Act.

B. No unit owner shall rake, sweep or throw, or permit to be raked, swept or thrown,

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from his unit onto the common elements or limited common elements any leaves, dirt, debris, trash or other substance.

C. Rubbish and debris shall be stored between pickups in the unit's garage in sanitary receptacles with sealing covers or as required by the Town of Windham ordinances or by the rules and regulations adopted by the Board, and shall be placed curbside for pickup in such receptacles with the covers placed tightly over the receptacles and promptly re-stored in a garage after rubbish pickup.

D. No articles of personal property belonging to any unit owners shall be stored in any outdoors area of the unit, or in any portion of the common elements or limited common elements, except that unit owners' vehicles may be parked in the limited common element driveways allocated to units.

E. Without the prior written consent of the Board, except as otherwise expressly permitted by this Declaration, no additional dwellings, buildings, structures, additions, improvements and fixtures, including without limitation patios, decks, porches, sheds, trees or other landscaping improvements shall be constructed within or on a unit or the limited common elements allocated to such unit, after initial construction of the dwelling and garage on the unit by the Declarant.

In the event that any such items are installed or constructed on a unit without the consent of the Board, the Board may, in its discretion but without any obligation to do so, enter the unit with agents or contractors to remove the unauthorized improvements and otherwise restore the unit to its prior condition and charge all costs of removal and disposal of such improvements and restoration to the unit owner as a service charge as provided in this Declaration. With respect to any improvements installed, built, planted or made by the unit owner with the consent of the Board, the Association shall have no obligation for maintenance, repair or replacement. In the event such authorized improvements become unsightly, deteriorated, dilapidated, or any planting within the unit becomes weedy or dies, the Association shall have the right to enter the unit, remove the deteriorated improvement or landscaping, restore it to a condition similar to the condition provided for standard construction and plantings in the Condominium, and assess the cost of such improvement and repair to the unit owner as a service charge in accordance with this Declaration.

F. If the Board adopts a color palette for the Property, thereafter Unit owners shall not paint, stain or otherwise change the color of any exterior portion of any structure or

improvement on a unit to a color other than one contained on the approved palette without the prior written consent of the Board, which consent shall not be unreasonably withheld, conditioned or delayed.

G. Pursuant to the approvals received from the Town of Windham and the Maine Department of Environmental Protection (the "DEP"), the Association shall maintain, operate, manage and (eventually) replace the stormwater management facilities and equipment, septic systems, water supply facilities and all other private common use improvements at the Condominium. The Association shall perform its obligations in accordance with, and shall comply in all other respects with, the provisions of (a) the Maintenance Plan of Stormwater Management Facilities (the "Stormwater Maintenance Plan") required by the Town of Windham Planning Board, (b) the DEP's stormwater management permit for the Property, (c) any septic maintenance plan (the "Septic Maintenance Plan") required by the Town of Windham Planning Board, (d) any management plan for the water supply facilities (the "Water Supply Management Plan") required by the Town of Windham Planning Board or Portland Water District, and (e) any other applicable conditions of approval set forth by the Town of Windham Planning Board.

Section 12.2 Maintenance and Maintenance Contracts.

The Association and its designees shall maintain, repair and replace the common elements including the limited common elements. No unit owner shall do any of the foregoing without the prior written permission of the Board in each instance. No management contract may be for a term exceeding three (3) years and any such contract shall be terminable for cause upon 30 days' notice. Any professional management contract entered into by the Association prior to the expiration of the period of Declarant Control may be terminated without cause and without penalty at any time after the expiration of such control period upon written notice.

Section 12.3 Exterior Appearance.

The Association may adopt reasonable rules and regulations regulating antennas, window shades and blinds, or any other structures, fixtures or personal property that materially and adversely affects the appearance of the exterior of buildings and other structures within or upon a unit. Unit owners shall not erect fences, signs, structures, canopies, sheds or other structures, plant or remove trees, shrubs or flowers or materially alter the landscape or grading, including without limitation the planting of gardens in the common elements, limited common elements or

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unit (except as provided in Sections 9.3(A), 9.6 and 12.1(E) above), or do anything to alter the exterior or outside appearance of the units and the buildings and structures thereon and therein.

Section 12.4 Preservation of Property.

No unit owner shall in any manner jeopardize the soundness or safety of the Property, create a nuisance, reduce the value thereof, or impair any easements, rights, appurtenances or the use and benefit of common elements. None of the Board, the Association or any managing agent is responsible for the safety and security of vehicles or other personal property of any nature within a unit or left on the common elements or limited common elements.

Section 12.5 Liability for Damage.

Each unit owner shall be liable for the expense of maintenance, repair or replacement of (i) any damage to his unit and (ii) any damage to the common elements, limited common elements or to another unit caused by such unit owner's act, neglect or carelessness or by that of any member of such unit owner's family, or such unit owner's tenants, guests, invitees, employees, agents, contractors, or their pets. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy, or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such unit owner.

The Association shall not be liable for the failure of electricity, telephone, water supply, septic systems, or other services to be obtained or provided by the Association or paid for out of the common expense or service charge funds, or for injury or damages to persons or property caused by the elements or by the owner of any unit or by any other person, or resulting from electricity, water, snow or ice that may leak, fall or flow from or settle on any portion of the common elements or limited common elements or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any unit for loss or damage, by theft, or otherwise, of property that may be stored upon or in any individual unit or in any of the common elements, limited common elements or facilities. No set-off, diminution or abatement of common expenses assessments or service charges shall be claimed or allowed for the expense, damage or discomfort arising from the making of repairs or improvements to the common elements, limited common elements or facilities or to any unit, or from any action taken by the

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Association to comply with any law, ordinance, or order of any other governmental authority.

ARTICLE XIII
ASSOCIATION

Section 13.1 Owners Association and Bylaws.

Each unit owner and/or owners shall be a member of the Association, a nonprofit and non-stock corporation organized under the laws of the State of Maine and to be known as the “Cook Road Condominiums Owners’ Association.” Membership shall be appurtenant to the units, and the transfer of title to a unit shall automatically transfer the membership appurtenant to that unit to the transferee or transferees. The granting of a mortgage by a unit owner, however, shall not transfer membership until foreclosure or sale in lieu of foreclosure. The Association shall have all the powers set forth in herein and in Section 1603-102 of the Condominium Act and as set forth in the Bylaws of the Association and shall also have the power to assess common expenses to units in proportion to the benefit received. Any failure of the Board to enforce any provision of this Declaration, the Bylaws or rules and regulations shall not be deemed to be a waiver of such provision unless waived in writing. The written waiver by the Board of any provision of this Declaration, the Bylaws or the rules and regulations shall apply only to the specific provision being waived on that occasion and to no other provision or any other occasion.

ARTICLE XIV
MISCELLANEOUS

Section 14.1 Conflict.

In the event of any conflict or discrepancy between this Declaration and the Plat, this Declaration shall govern. If any provision of this Declaration, the Bylaws or the rules and regulations of the Association, or any section, sentence, clause, phrase, or word herein or therein, or the application thereof in any circumstances be judicially held in conflict with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws and rules and regulations of the Association, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby. The Association shall have full

power to adopt rules and regulations under the Condominium Act, and those rules and regulations may supplement and enhance the rules set forth in this Declaration, as long as they do not directly conflict with any provision of this Declaration.

Section 14.2 Interpretation.

A. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provisions hereof.

B. The use of the singular number in this Declaration shall be deemed to include the plural, the plural the singular, and the use of any one gender shall be deemed applicable to all genders.

C. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches that may occur.

D. The use of words such as “herein” or “hereunder” shall refer to this entire Declaration and not merely the section, paragraph or provision in which such words appear.

Section 14.3 Invalidity.

If any term, covenant, provision, phrase or other element of this Declaration, the Bylaws, any deed to a unit, or the rules and regulations of the Association is held to be invalid or unenforceable for any reason whatsoever, such holdings shall not affect, alter, modify, or impair in any manner, any other term, covenant or provision, phrase or other element of such documents.

Section 14.4 Dispute Resolution.

Except as provided in this Declaration, the Association and/or any aggrieved unit owner shall have a right of action against any unit owner who fails to comply with this Declaration, the Bylaws, the rules and regulations issued by the Association or a decision of the Association.

In any dispute between more than one unit owner and the Declarant regarding this Declaration after the expiration of the Declarant Control Period, the Board shall act for the unit owners, and any agreement with respect thereto by the Board shall be conclusive and binding upon the unit owners. In any dispute between unit owners arising under this Declaration, prior to

formally initiating any litigation, the unit owners involved will submit their dispute in writing to the Board for mediation and will make a good faith effort to resolve the dispute through mediation with the Board.

In any legal proceedings regarding the interpretation or enforcement of this Declaration, the Bylaws or rules and regulations of the Association, the Association, if it is the prevailing party, shall be entitled to recover its expenses of those legal proceedings, including without limitation its attorneys' and paralegal's fees and expenses.

Section 14.5 Municipal Ordinances.

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.

ARTICLE XV

NOTICES

Section 15.1

Any notice required or given pursuant to this Declaration to the Association or to any unit owner may be delivered to any Association director or officer or to such unit owner respectively either by delivering it in person, by sending it to his/her unit by first-class mail, postage prepaid, or by delivering it to the unit by hand, or as otherwise permitted by the Bylaws.

[remainder of this page intentionally left blank]

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

Witness

James E. Cummings

STATE OF MAINE
Cumberland, ss

_____, 20__

Personally appeared before me the above-named James E. Cummings and acknowledged the foregoing to be his free act and deed.

Attorney-at-Law/Notary Public
Print name:

SCHEDULE A**SCHEDULE B**

<u>Unit No.</u>	<u>Initial Common Element and Assessment Interest</u>	<u>Initial Voting Interest</u>
11	6.25%	1
12	6.25%	1
13	6.25%	1
14	6.25%	1
15	6.25%	1
16	6.25%	1
17	6.25%	1
18	6.25%	1
19	6.25%	1
20	6.25%	1
21	6.25%	1
22	6.25%	1
23	6.25%	1
24	6.25%	1
25	6.25%	1
26	6.25%	1
TOTAL	100%	16

OFFICIAL SPECIES LIST



United States Department of the Interior

FISH AND WILDLIFE SERVICE

Maine Ecological Services Field Office

P. O. Box A

East Orland, ME 04431

Phone: (207) 469-7300 Fax: (207) 902-1588

<http://www.fws.gov/mainefieldoffice/index.html>



In Reply Refer To:

June 04, 2019

Consultation Code: 05E1ME00-2019-SLI-0809

Event Code: 05E1ME00-2019-E-01971

Project Name: Cook Road Retirement Community, Windham, ME

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies the threatened, endangered, candidate, and proposed species and designated or proposed critical habitat that may occur within the boundary of your proposed project or may be affected by your proposed project. This species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC Web site at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 et seq.), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2)(c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may affect listed or proposed species and designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the Endangered Species Consultation Handbook at: <http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF>

This species list also identifies candidate species under review for listing and those species that the Service considers species of concern. Candidate species have no protection under the Act but are included for consideration because they could be listed prior to completion of your project. Species of concern are those taxa whose conservation status is of concern to the Service (i.e., species previously known as Category 2 candidates), but for which further information is needed.

If a proposed project may affect only candidate species or species of concern, you are not required to prepare a Biological Assessment or biological evaluation or to consult with the Service. However, the Service recommends minimizing effects to these species to prevent future conflicts. Therefore, if early evaluation indicates that a project will affect a candidate species or species of concern, you may wish to request technical assistance from this office to identify appropriate minimization measures.

Please be aware that bald and golden eagles are not protected under the Endangered Species Act but are protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668 et seq.). Projects affecting these species may require development of an eagle conservation plan: http://www.fws.gov/windenergy/eagle_guidance.html Information on the location of bald eagle nests in Maine can be found on the Maine Field Office Web site: <http://www.fws.gov/mainefieldoffice/Project%20review4.html>

Additionally, wind energy projects should follow the wind energy guidelines: <http://www.fws.gov/windenergy/> for minimizing impacts to migratory birds and bats. Projects may require development of an avian and bat protection plan.

Migratory birds are also a Service trust resource. Under the Migratory Bird Treaty Act, construction activities in grassland, wetland, stream, woodland, and other habitats that would result in the take of migratory birds, eggs, young, or active nests should be avoided. Guidance for minimizing impacts to migratory birds for projects including communications towers (e.g.,

cellular, digital television, radio, and emergency broadcast) can be found at:
<http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/towers.htm> and at:
<http://www.towerkill.com>; and at:
<http://www.fws.gov/migratorybirds/CurrentBirdIssues/Hazards/towers/comtow.html>

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Tracking Number in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

- Official Species List

Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Maine Ecological Services Field Office

P. O. Box A

East Orland, ME 04431

(207) 469-7300

Project Summary

Consultation Code: 05E1ME00-2019-SLI-0809

Event Code: 05E1ME00-2019-E-01971

Project Name: Cook Road Retirement Community, Windham, ME

Project Type: DEVELOPMENT

Project Description: Construct a 46-unit over-55 condominium development on 12.9+/- ac. site at southwest corner of Gray Road and Cook Road. Anticipated construction start summer-fall 2019.

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/place/43.76909749524171N70.42240460805849W>



Counties: Cumberland, ME

Endangered Species Act Species

There is a total of 2 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

Mammals

NAME	STATUS
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045	Threatened

Flowering Plants

NAME	STATUS
Small Whorled Pogonia <i>Isotria medeoloides</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/1890	Threatened

Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.
