

#22-025-SDP

RECEIVED

CK# 3790 \$1,734 Mel

CITY OF BANGOR
LAND DEVELOPMENT PERMIT APPLICATION

JUL 20 2022

C & ED and Planning

Permit No.: pending
Date: July 18, 2022

Site Development Plan: x *Conditional Use: *Both:
Subdivision Development: *Preliminary: Final: x
*Mobilehome Park:

Applicant: Glen Braley Telephone No.: 551-6413

Address: PO Box 196, Mapleton, ME 041757

Location of Site: 777 Ohio Street Map: R34 Lot: 1B

Watershed: Kenduskeag Stream Total Area Proposed to be Disturbed: Reduction from approved plans

Owner of Site if different from applicant: Same Zoning District: LDR

Address: Same

Description of interest of applicant in site, if not owner (e.g., owner, lease, option, purchase & sales agreement):
Owner If not owner include copy of said agreement

Describe proposed use and indicate floor area (If combination of uses, give floor area devoted to each):
This amendment will reduce the total building footprint and total impervious area from the approved plans. With the reduced building areas, the developed area was able to be consolidated. The total number of units does not change. Total impervious area is reduced from 2.3 ac to 1.9 ac.

LID techniques help retain stormwater on site. They include such things as pervious pavement, rain gardens, bioretention cells, and infiltration systems.
Were LID techniques used on this project? No If not, why? treatment pond used

Projected Starting Date: Active Projected Completion Date: Nov 2024

Signature of applicant(s) or agent: _____ Agent

Submittal Requirements

Submittal Requirements of development types are described in the Land Development Code for:

- 1. Site Development Plan, Chapter 165, Article XVI, Section 112
- 2. Subdivisions, Chapter 165, Article XVIII, Sections 126 and 128
- 3. Mobilehome Parks, Chapter 165, Article XVIII, Section 19

Processing Fees: \$1,234.00 7.19.22 Advertising Fees: _____

A COMPLETED APPLICATION FORM, PLAN SUBMITTALS, EVIDENCE OF STANDING, PROCESSING AND ADVERTISING FEES ARE ALL REQUIRED IN ORDER TO HAVE A COMPLETE APPLICATION.

Date Received by Planning Division Office: 07.20.2022 M&C

Decision and reason of Code Enforcement Office for Conditional Use: _____

Action taken by Planning Board: _____

* Projects requiring a Public Hearing also require Advertising Fees

Stromwater Treatment Worksheet

Meadow Farm

Ohio Street, Bangor

12-Jul-22

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| Meadow Farm Road | imper area | LS area | dev area | |
|----------------------------|---------------|---------|---------------|-----------------------|
| Linear project total area | 24,875 | 5,435 | 30,310 | LS area is 5' off eop |
| Exempt wetland Xing | 0 | 0 | 0 | |
| Total Linear | 24,875 | 5,435 | 30,310 | |
| Linear Exemption | -6,219 | | -15,155 | |
| Required treat area | 43,531 | | 15,155 | |

| Meadow Farm | imper area | LS area | dev area |
|-----------------------------|---------------|---------|----------------|
| Buildings | 34,075 | 0 | 34,075 |
| Walks/drives | 24,930 | 0 | 24,930 |
| Landscaped | 0 | 93,375 | 93,375 |
| Total treatment area | 59,005 | | 152,380 |

| | | | |
|----------------------------|---------------|--|----------------|
| Project totals (sf) | 83,880 | | 182,690 |
| Project totals (ac) | 1.93 | | 4.19 |

Meadow Farm Road

| Area | Treated Impervious | Treated Landscape | Treated Developed | Notes |
|--------------------|--------------------|-------------------|-------------------------|-------------|
| A | 19,395 | 3,860 | 23,255 | pond |
| B | 5,480 | 1,575 | 7,055 | LS w/buffer |
| Sub Tot Meadow | 24,875 | 5,435 | 30,310 | |
| Provided treatment | 100.0% | | 100.0% | |
| Required Treatment | 75% | | 50% exemption 500.C.5.c | |

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Meadow Farm

| Area | Treated Impervious | Treated Landscape | Treated Developed |
|-----------------------|--------------------|-------------------|-------------------|
| 1 | 50,340 | 78,915 | 129,255 |
| 2 | 3,000 | 0 | 3,000 |
| 3 | 3,485 | 4,020 | 7,505 |
| 4 | 610 | 1,930 | 2,540 |
| Sub Total Meadow Farm | 57,435 | 84,865 | 142,300 |
| Provided treatment | 97.3% | | 93.4% |
| Required Treatment | 95% | | 80% |

Notes
 POND
 DRIP EDGE
 LS W/BUFFER
 BUFFER

Runoff Sizing

| Area | Impervious | Pervious | Vol (CF) | Surge (cf) |
|------|------------|----------|----------|------------|
| Pond | 72,735 | 82,775 | 17,641 | 8,820 |

drip edge area flows to pond via foundation drains

Drip edge 2 story garage 36'x34' unit

| | |
|---------------|--------------------|
| trench length | 36 ft |
| area | 612 sf/eave |
| runoff vol | 51 cf |
| stone vol | 128 cf at 40% void |
| trench width | 3 ft |
| stone depth | 14.2 in |

Drip edge Maintenance 36'x30' bldg

| | |
|---------------|--------------------|
| trench length | 36 ft |
| area | 540 sf/eave |
| runoff vol | 45 cf |
| stone vol | 113 cf at 40% void |
| trench width | 3 ft |
| stone depth | 12.5 in |

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| Pond | Elev | Area (sf) | Vol (cf) | Pool Vol | Surge Vol |
|------|-------|-----------|----------|----------|-----------|
| | 118 | 1,455 | 0 | | |
| | 119 | 1,810 | 1,633 | | |
| | 120 | 2,355 | 3,715 | | |
| | 121 | 3,090 | 6,438 | | |
| | 121.5 | 3,420 | 8,065 | | |
| | 122 | 4,900 | 10,145 | | |
| | 124 | 5,955 | 21,000 | 17,641 | 8,820 |
| | 126 | 7,795 | 34,750 | | |
| | 127 | 9,985 | 43,640 | | |

pond vol elevation area volume
 123.5 5,691 18,088 17,641 Required pond Volume

mean depth at 123.5 3.18 equals vol/surf area

surge vol elevation 8,820 Required Pond Surge Vol
 125 6,875 27,415 26,909 total surge volume
 9,327 actual surge volume

| Drain down times | orifice (in) | area (sf) | ave head (ft) | C |
|------------------|--------------|------------|------------------|-------------|
| Pond | 2 | 0.0218 | 0.75 | 0.6 |
| | # orifices | flow (cfs) | total flow (cfs) | volume (cf) |
| | 1 | 0.0910 | 0.0910 | 9,327 |
| | Time (hr) | | | |
| | 28.5 | | | |

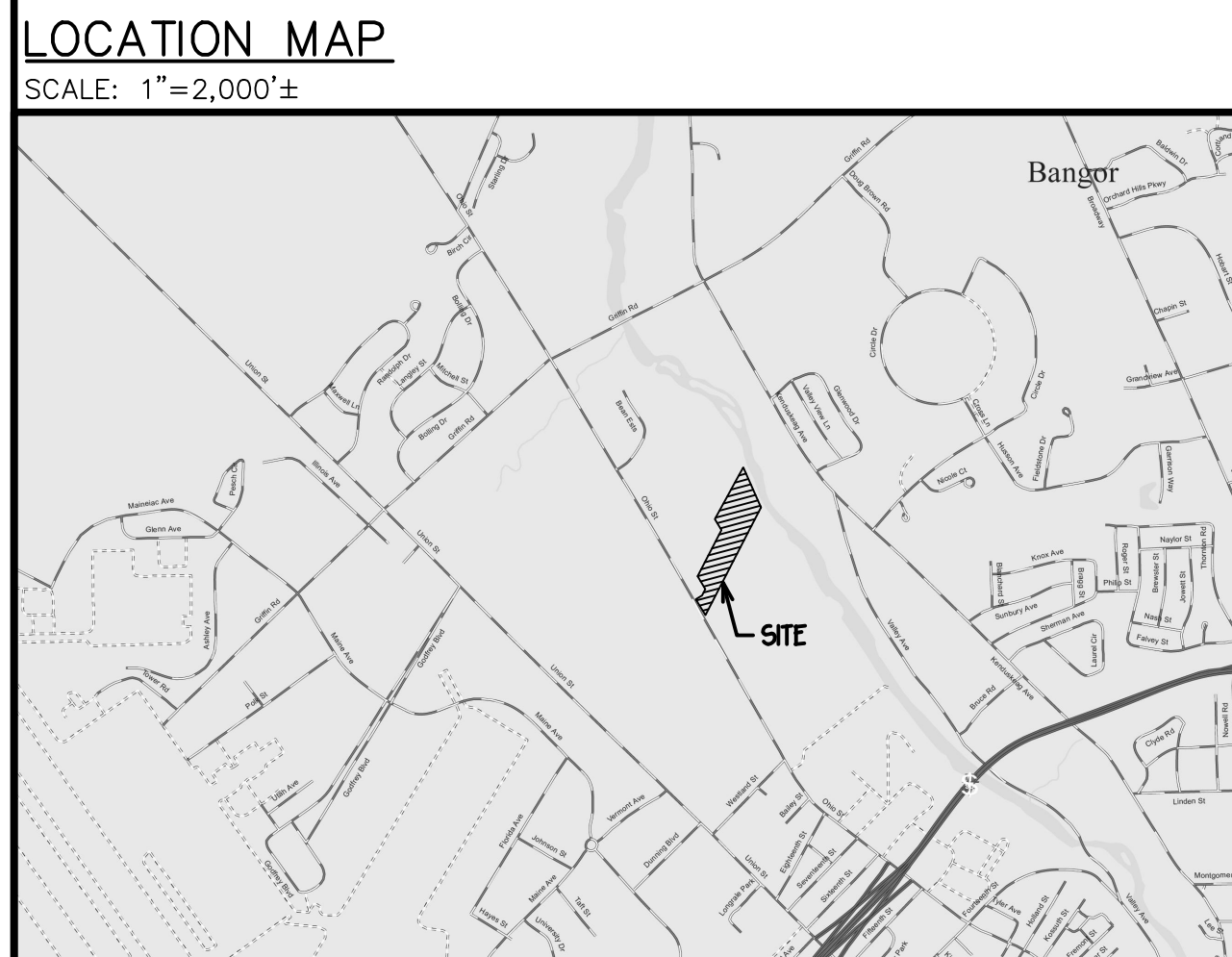


LEGEND

| SYMBOL | DESCRIPTION |
|--------------|------------------------------|
| --- (dashed) | LOCUS/PROPOSED PROPERTY LINE |
| --- (solid) | ABUTTING PROPERTY LINE |
| --- | SETBACK |
| --- | PROPOSED CENTERLINE |
| ● | IRON PIPE/ROD FOUND |
| ● | 3/4" REBAR (TO BE) SET |
| ▨ (stippled) | WETLANDS W/IMPACT AREA |
| ▨ (hatched) | PROPOSED BUILDING |
| ▨ (hatched) | EXISTING BUILDING |
| ▨ (wavy) | TREELINE EXIST |
| ▨ (dotted) | EXISTING PAVEMENT |
| ▨ (dotted) | PROP PAVEMENT |
| ○ (green) | EXIST TREE |
| ▨ (diagonal) | NATURAL BUFFER |

- GENERAL NOTES:**
- RECORD OWNER OF PROPERTY IS GLENDON BRALEY, MAPLETON, MAINE BY DEED RECORDED IN PENOBSCOT COUNTY RD BOOK 13677, PAGE 134.
 - THE HAMLIN PARCEL WAS DIVIDED OUT OF THE LOCUS PROPERTY BY DEED DATED MAY 8, 2006 AND RECORDED IN PCRD BOOK 10427, PAGE 185.
 - THE PROPERTY IS SHOWN ON BANGOR'S TAX MAP R34 AS LOT 1B. THE PROPERTY IS 9.2+ AC.
 - THE PROPERTY IS LOCATED IN THE LDR DISTRICT WITH LAND ON THE RIVER FRONT IN THE RP DISTRICT.
- | SPACE AND BULK | ATTACH RES. |
|----------------------|-------------|
| MIN LOT SIZE | 3.0 AC |
| MIN LOT WIDTH | 100 FT |
| FRONT YARD | 30 FT |
| SIDE YARD | 20 FT |
| REAR YARD | 25 FT |
| MAX AREA DENSITY | 5 DU/AC |
| MAX BLDG DENSITY | 6 DU/BLDG |
| MAX HGT | 35 FT |
| MAX LOT COVERAGE | 25% |
| MAX IMPERVIOUS RATIO | 0.30 |
| MIN OPEN SPACE | 35% |
| BUFFER YARD* | A |
- * SIDE AND REAR YARD AND 'C' FOR PARKING AGAINST LDR DISTRICT.
- BOUNDARY SURVEY PREPARED BY PERRY LAND SURVEYING, ETNA MAINE. TOPOGRAPHIC MAPPING PREPARED BY AERIAL LIDAR COMPILATION BY THE STATE OF MAINE.
 - WETLANDS MAPPED BY MOYSE ENVIRONMENTAL SERVICES, BANGOR, MAINE. WETLAND LIMITS WERE LOCATED USING GPS EQUIPMENT WITH +3' ACCURACY. TOTAL WETLAND AREA IS 5.440+ SF. WETLANDS WERE NOT DELINEATED OR MAPPED IN THE RP DISTRICT. TOTAL WETLAND IMPACT IS 5.370+ SF.
 - DEVELOPMENT SUMMARY:

| | |
|-----------------------|----------|
| TOTAL PARCEL AREA | 9.2 AC |
| MAX # OF UNITS | 46 UNITS |
| TOTAL OPEN SPACE | 3.4+ AC |
| OPEN SPACE PERCENTAGE | 37.0% |
| IMPERVIOUS RATIO | 0.249 |
| LOT COVERAGE | 11.1% |
 - TOTAL IMPERVIOUS AREA FOR THE NEW ROAD, DRIVEWAYS AND BUILDINGS IS 1.93 AC. TOTAL DEVELOPED AREA IS 4.2+ AC. A DEP STORMWATER LAW PERMIT IS REQUIRED.
 - THE DEVELOPMENT IS TO BE SERVED BY PUBLIC WATER AND PUBLIC SEWER.
 - THE PROPERTY IS SHOWN ON THE FLOOD RATE INSURANCE MAP FOR THE CITY OF BANGOR, PANEL 2301020011 C, DATED MARCH 4, 2002 AS ZONE X, A NON-HAZARDOUS AREA EXCEPT FOR THE LAND ALONG THE RIVER WHICH HAS A FLOOD AE ELEVATION OF 53-54.
 - SITE STREET LIGHTS ARE SHOWN ON THE PLAN. THE INTERSECTION LIGHT WAS REQUIRED BY PHASE 2 APPROVAL. PRIVATE AREA LIGHTS, AS PROVIDED BY EMERA MAINE, WILL BE PLACED ON EMERA POLES FOR STREET LIGHTING CONDITIONS. ALL OTHER SITE LIGHTS TO BE AT BUILDING ENTRANCES AND SHALL BE TYPICAL ENTRANCE LIGHTING WITH 100W INCANDESCENT EQUIVALENT MAXIMUM.



- SUBDIVISION AMENDMENTS:**
- THIS PLAN IS AN AMENDMENT TO "SUBDIVISION PLAN; AMENDED, MEADOW FARM" PREPARED BY KISER & KISER COMPANY AND PERRY LAND SURVEYING DATED 2 NOV 20 AND RECORDED IN THE PENOBSCOT COUNTY REGISTRY OF DEEDS MAP FILE # 2020-79 ON DECEMBER 30, 2020.
 - THIS AMENDMENT IS FOR THE RECONFIGURATION OF BUILDINGS AND PARKING CONFIGURATION AND A REDUCTION IN IMPERVIOUS AREAS.

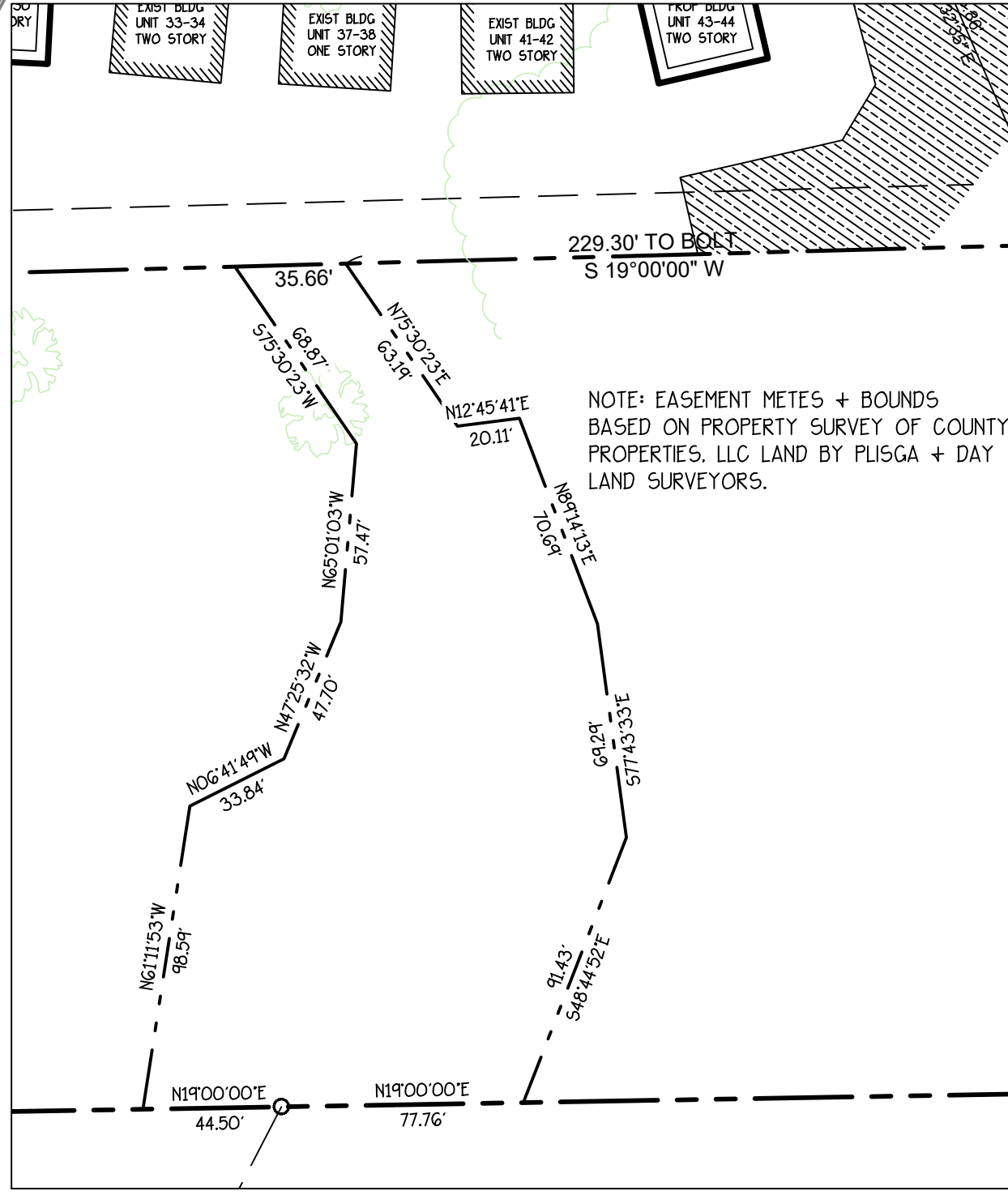
STATE OF MAINE
PENOBSCOT, SS
REGISTRY OF DEEDS
RECEIVED AND FILED

20____

____ h ____ m ____ M

ATTEST: _____ REGISTER

RECORDED AS MAP FILE:



PLANNING BOARD APPROVAL

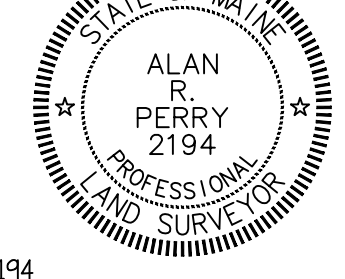
THIS IS TO CERTIFY THAT AFTER REVIEWING THE SUBDIVISION SHOWN BY THIS PLAN AND CONSIDERING EACH OF THE CRITERIA SET FORTH IN M.R.S.A. TITLE 30-A, SECTION 4404 (AS AMENDED) THE UNDERSIGNED HAVE MADE FINDINGS OF FACT ESTABLISHING THAT THE SUBDIVISION SHOWN BY THIS PLAN MEETS ALL THE CRITERIA SET FORTH AND THEREFORE THE SUBDIVISION IS APPROVED.

APPROVED: CITY OF BANGOR PLANNING BOARD



SURVEY STANDARD

THIS PLAN WAS PREPARED FROM INFORMATION OBTAINED BY A SURVEY CONFORMING SUBSTANTIALLY TO THE REQUIREMENTS OF TECHNICAL STANDARDS CONTAINED IN CHAPTER 90-PART 2 OF THE RULES OF THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, EFFECTIVE APRIL 1, 2001.



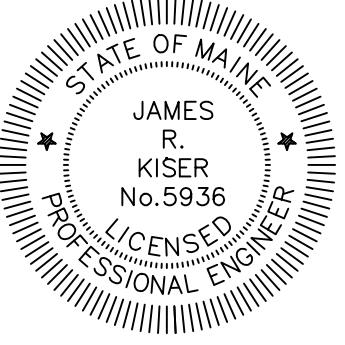
ALAN R. PERRY, PROFESSIONAL LAND SURVEYOR NO. 2194
20 SHORE LANE, ETNA, ME 04434; (207) 269-2971

DATED APPROVED: _____
DATED SIGNED: _____

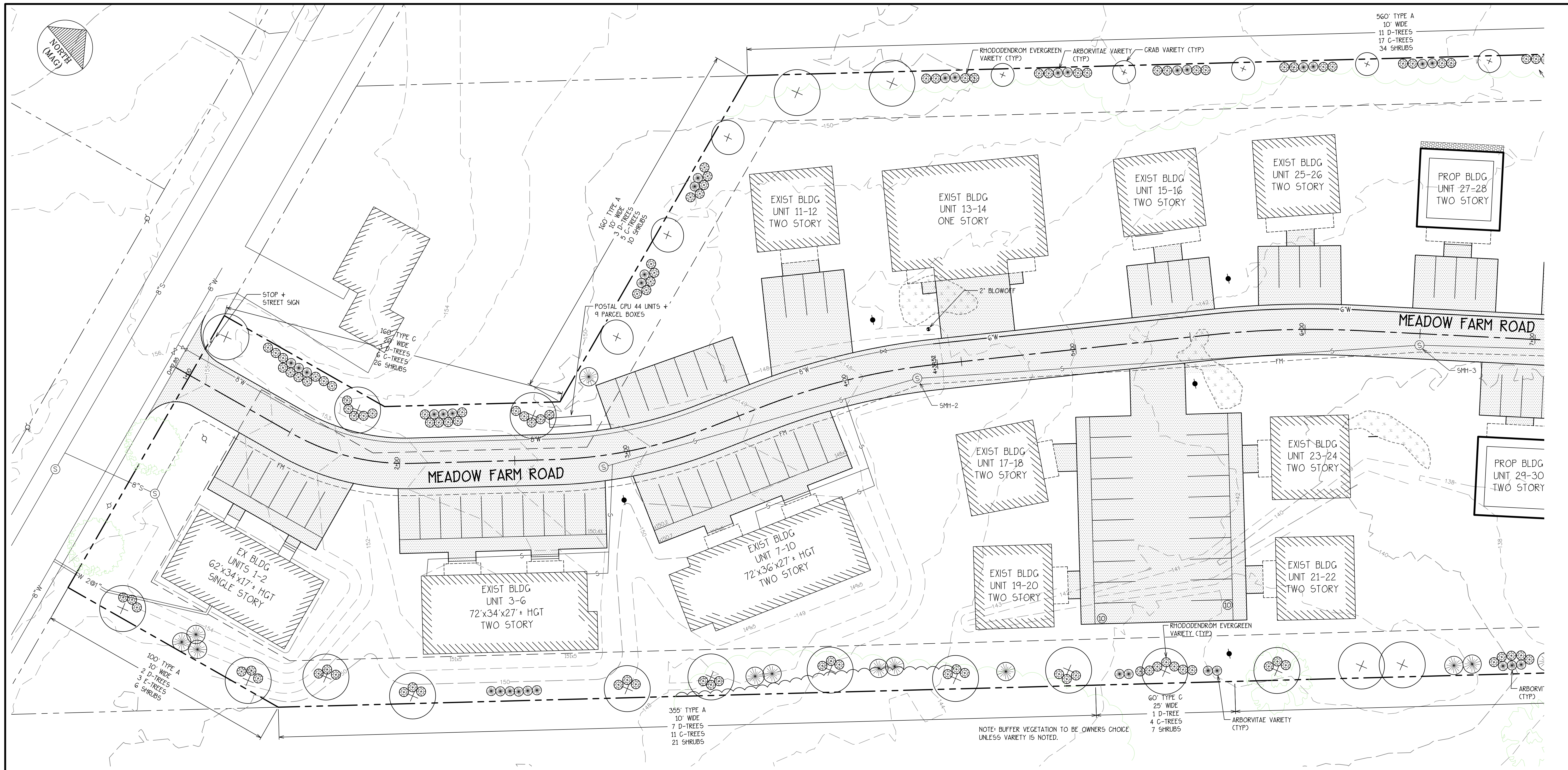
| REV. | DATE: | BY: | COMMENTS: | PROJ. NO: |
|------|-----------|-----|-----------|-----------|
| | 13 JUL 22 | JRK | AS NOTED | 663 |

SUBDIVISION PLAN: AMENDED
MEADOW FARM
777 OHIO STREET
BANGOR, MAINE

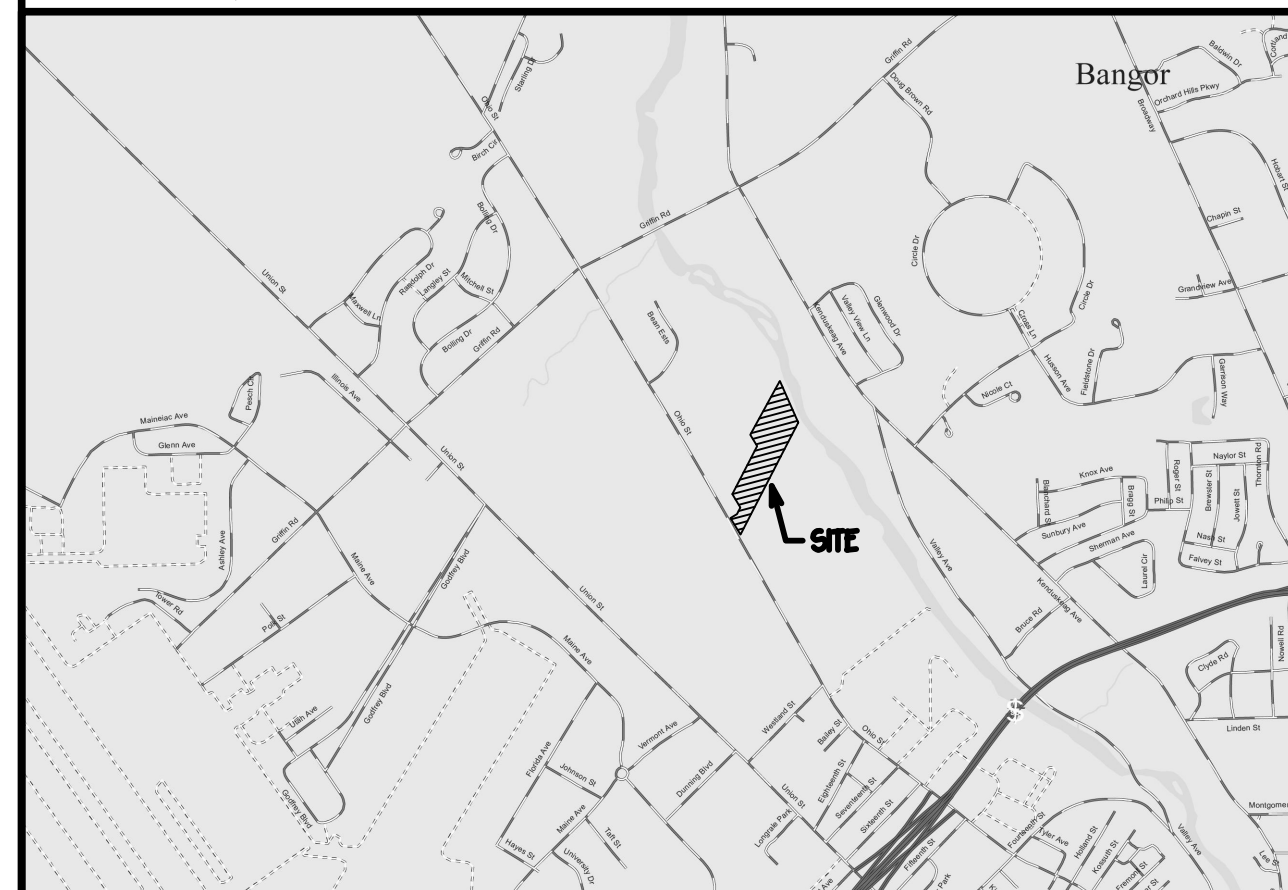
RECORD OWNER:
GLENDON BRALEY
PO BOX 196
MAPLETON, ME 04757



KISER
ENGINEERING & DEVELOPMENT CONSULTING
PO BOX 282, HAMPDEN, MAINE 04444
207-862-4700



LOCATION MAP
SCALE: 1"=2,000'



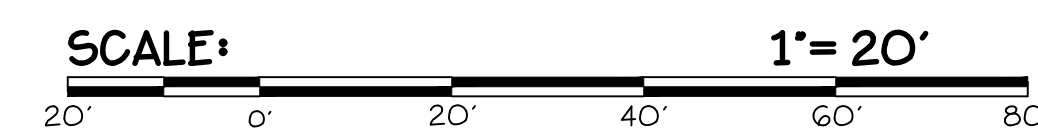
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|----------------------|-------------|
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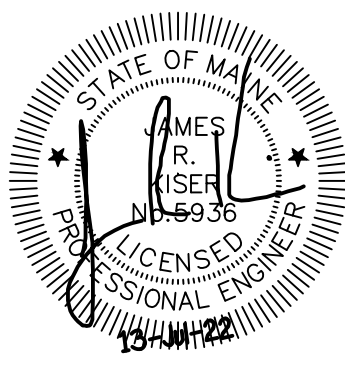
* SIDE AND REAR YARD AND 'C' FOR PARKING AGAINST LDR DISTRICT.
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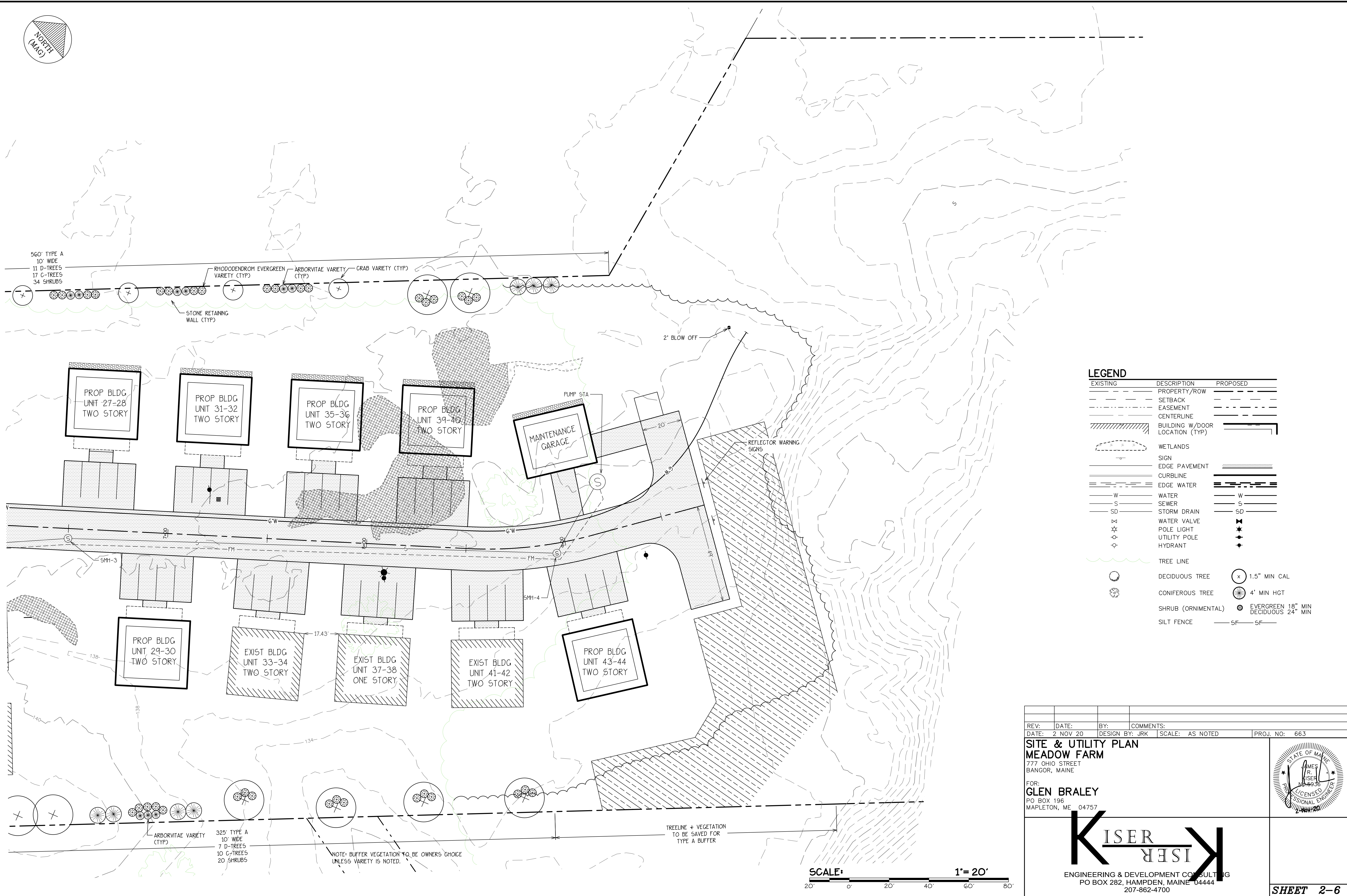
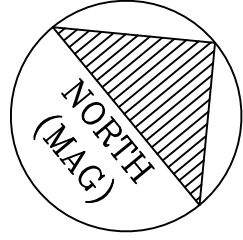
NOTE: BUFFER VEGETATION TO BE OWNERS CHOICE UNLESS VARIETY IS NOTED.



| | | | |
|---------------|-----------|-----|-----------------|
| REV: | DATE: | BY: | COMMENTS: |
| | 13 JUL 22 | JRK | SCALE: AS NOTED |
| PROJ. NO: 663 | | | |

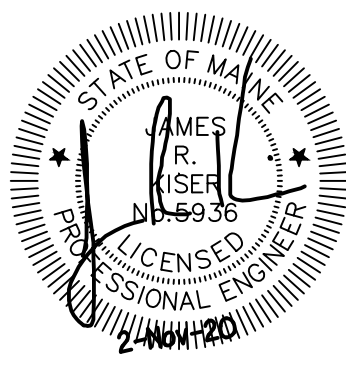

SITE & UTILITY PLAN
MEADOW FARM
 777 OHIO STREET
 BANGOR, MAINE
 FOR:
GLEN BRALEY
 PO BOX 196
 MAPLETON, ME 04757

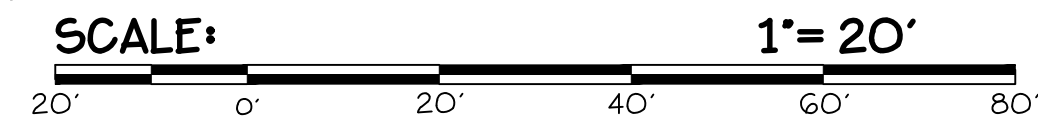




LEGEND

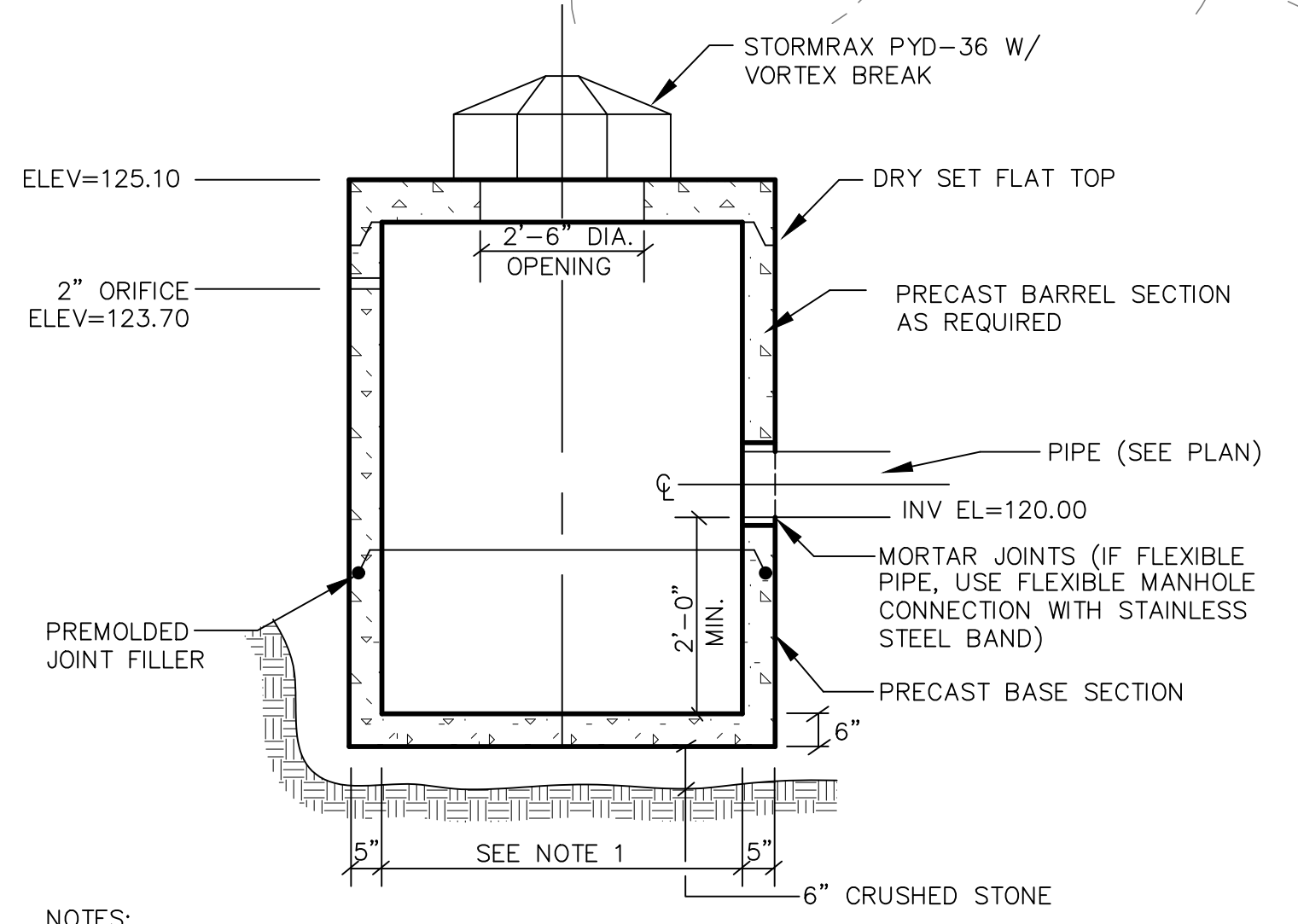
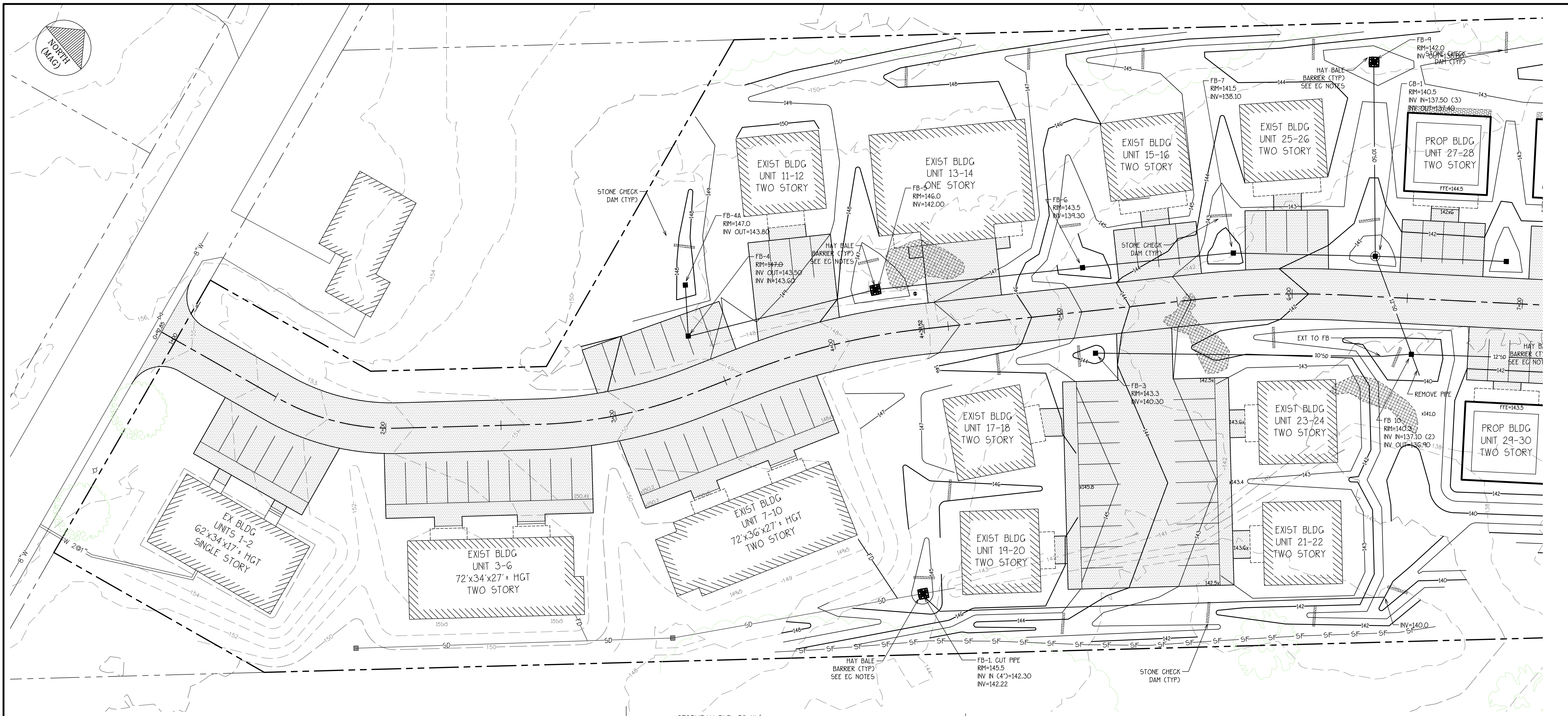
| EXISTING | DESCRIPTION | PROPOSED |
|----------|--------------------------------|--|
| --- | PROPERTY/ROW | --- |
| --- | SETBACK | --- |
| --- | EASEMENT | --- |
| --- | CENTERLINE | --- |
| ▨ | BUILDING W/DOOR LOCATION (TYP) | ▨ |
| ▨ | WETLANDS | ▨ |
| --- | SIGN | --- |
| --- | EDGE PAVEMENT | --- |
| --- | CURBLINE | --- |
| --- | EDGE WATER | --- |
| W | WATER | W |
| S | SEWER | S |
| SD | STORM DRAIN | SD |
| ⊕ | WATER VALVE | ⊕ |
| ⊙ | POLE LIGHT | ⊙ |
| ⊚ | UTILITY POLE | ⊚ |
| ⊛ | HYDRANT | ⊛ |
| --- | TREE LINE | --- |
| ○ | DECIDUOUS TREE | ⊗ 1.5" MIN CAL |
| ⊗ | CONIFEROUS TREE | ⊗ 4' MIN HGT |
| ⊙ | SHRUB (ORNAMENTAL) | ⊙ EVERGREEN 18" MIN DECIDUOUS 24" MIN |
| --- | SILT FENCE | SF SF |

| | | | |
|--|----------|-----|---|
| REV: | DATE: | BY: | COMMENTS: |
| | 2 NOV 20 | JRK | SCALE: AS NOTED |
| SITE & UTILITY PLAN MEADOW FARM 777 OHIO STREET BANGOR, MAINE | | | PROJ. NO: 663  |
| FOR: GLEN BRALEY PO BOX 196 MAPLETON, ME 04757 | | |  ENGINEERING & DEVELOPMENT CONSULTING PO BOX 282, HAMPDEN, MAINE 04444 207-862-4700 |
| | | | SHEET 2-6 |



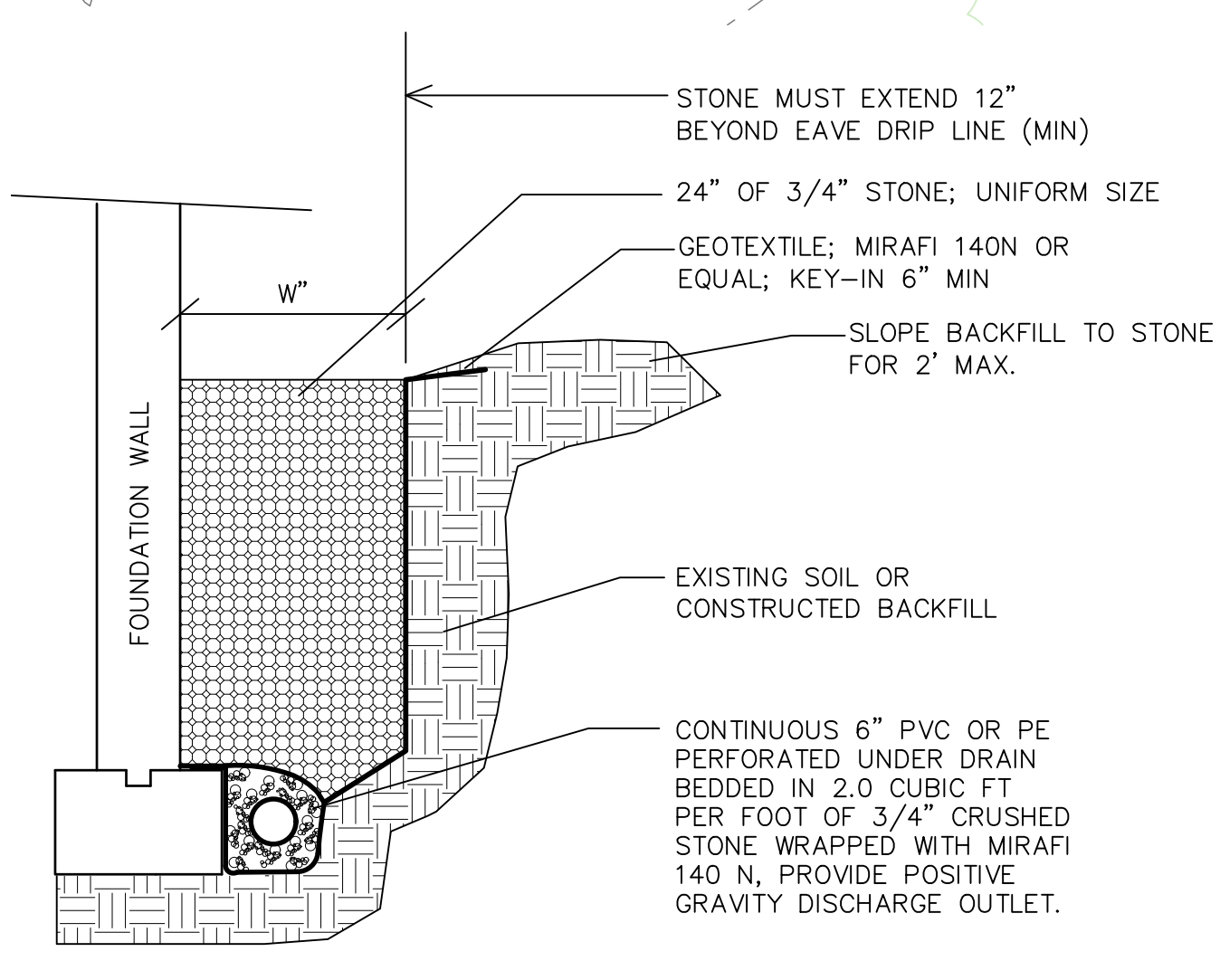
NOTE: BUFFER VEGETATION TO BE OWNERS CHOICE UNLESS VARIETY IS NOTED.

TREELINE + VEGETATION TO BE SAVED FOR TYPE A BUFFER



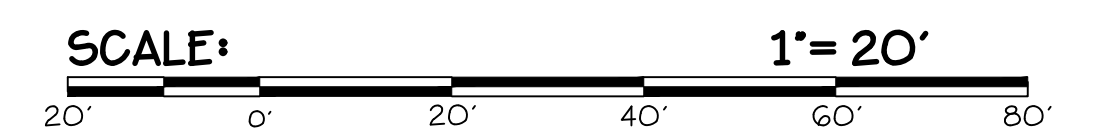
- NOTES:
- 4'-0" I.D. TYPICAL. SOME STRUCTURES MAY REQUIRE LARGER I.D. PROVIDE SHOP DRAWINGS.
 - DRAINAGE STRUCTURES TO BE DESIGNED FOR H-20 LOADING.
 - PIPE SIZES AND INVERTS AS NOTED ON PLANS.

POND STRUCTURE DETAIL
NTS



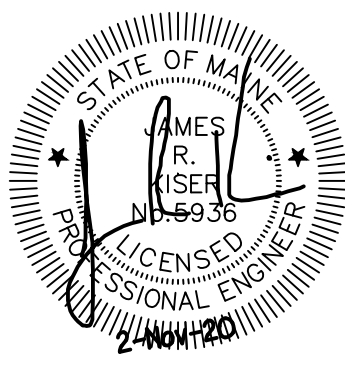
- NOTE:
- INSTALL ONE 3" PERFORATED PIPE INTO STONE LAYER FOR OBSERVATION PORT.
 - ALL UNDER DRAINS TO BE CONNECTED TO THE STORM DRAIN SYSTEM

DRIP EDGE TREATMENT SECTION
NTS

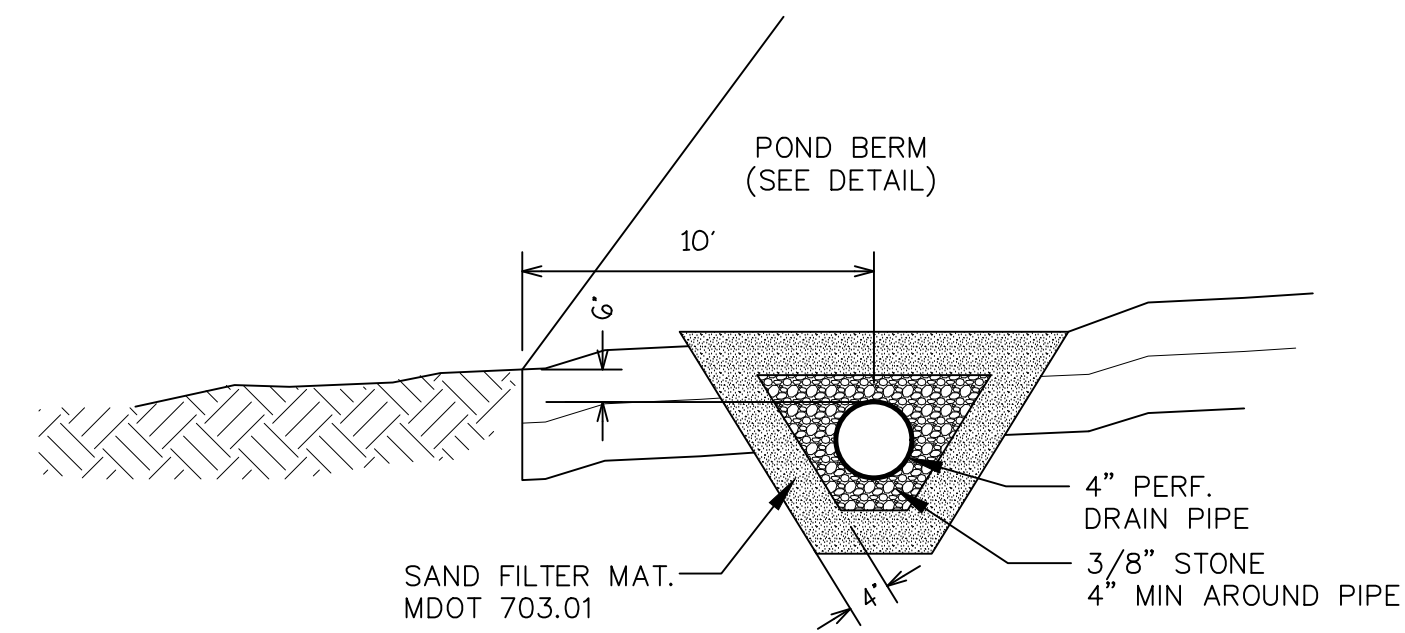
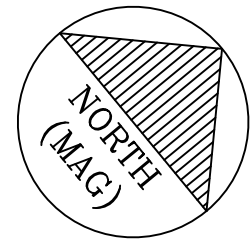


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|---|----------|-----|-----------------|
| REV: | DATE: | BY: | COMMENTS: |
| | 2 NOV 20 | JRK | SCALE: AS NOTED |
| GRADING-DRAINAGE PLAN: MEADOW FARM 777 OHIO STREET BANGOR, MAINE | | | PROJ. NO: 663 |

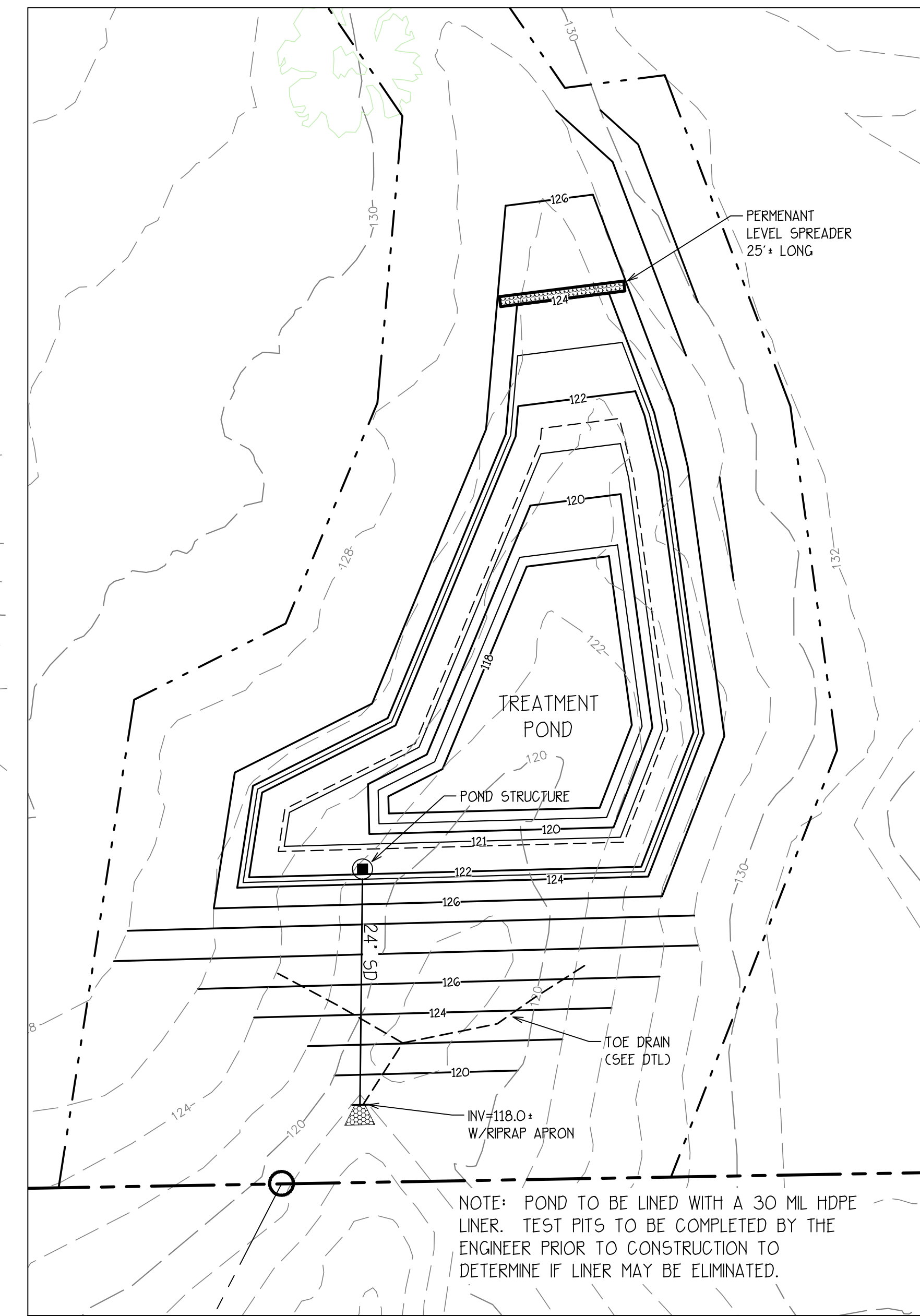
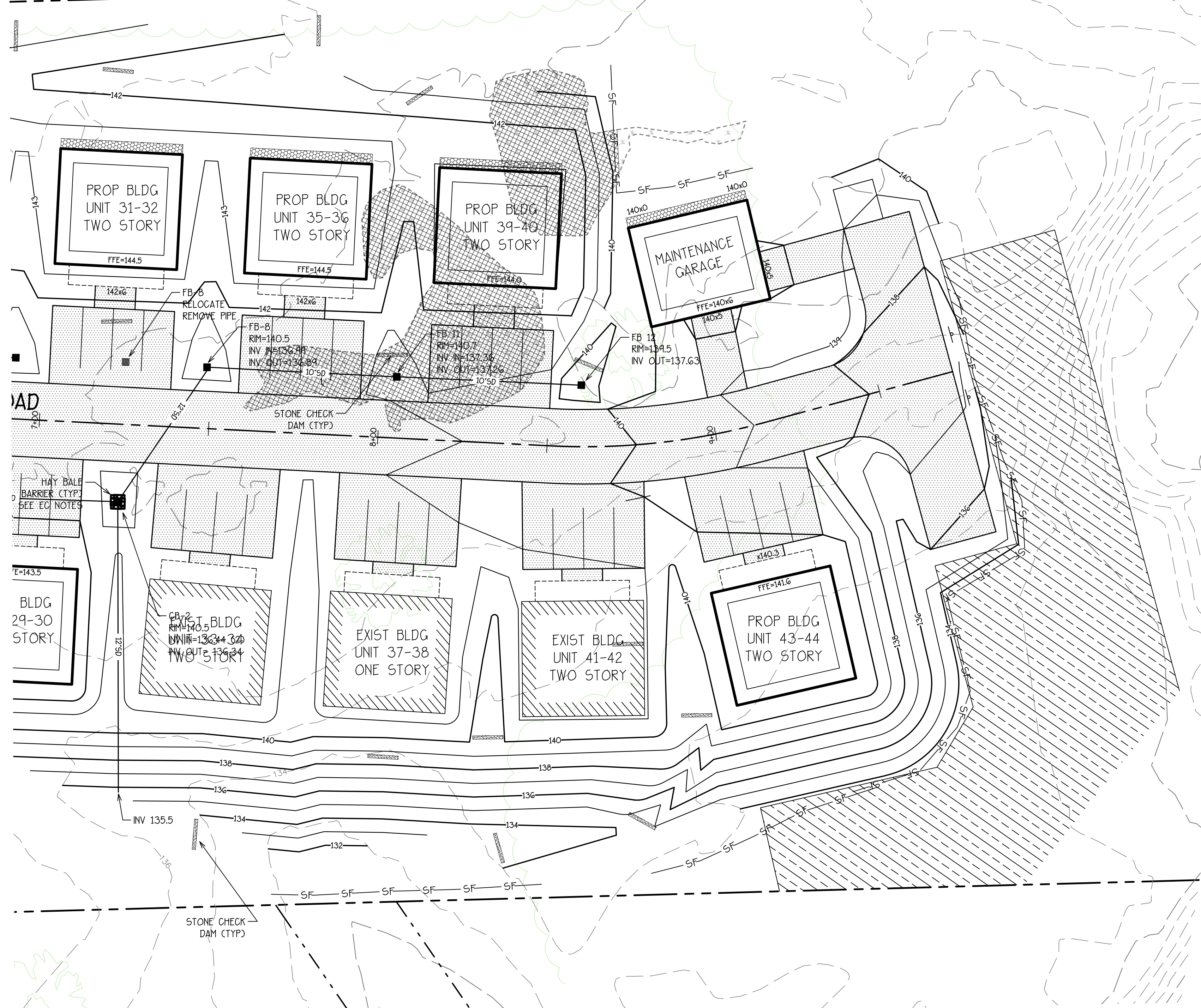
FOR:
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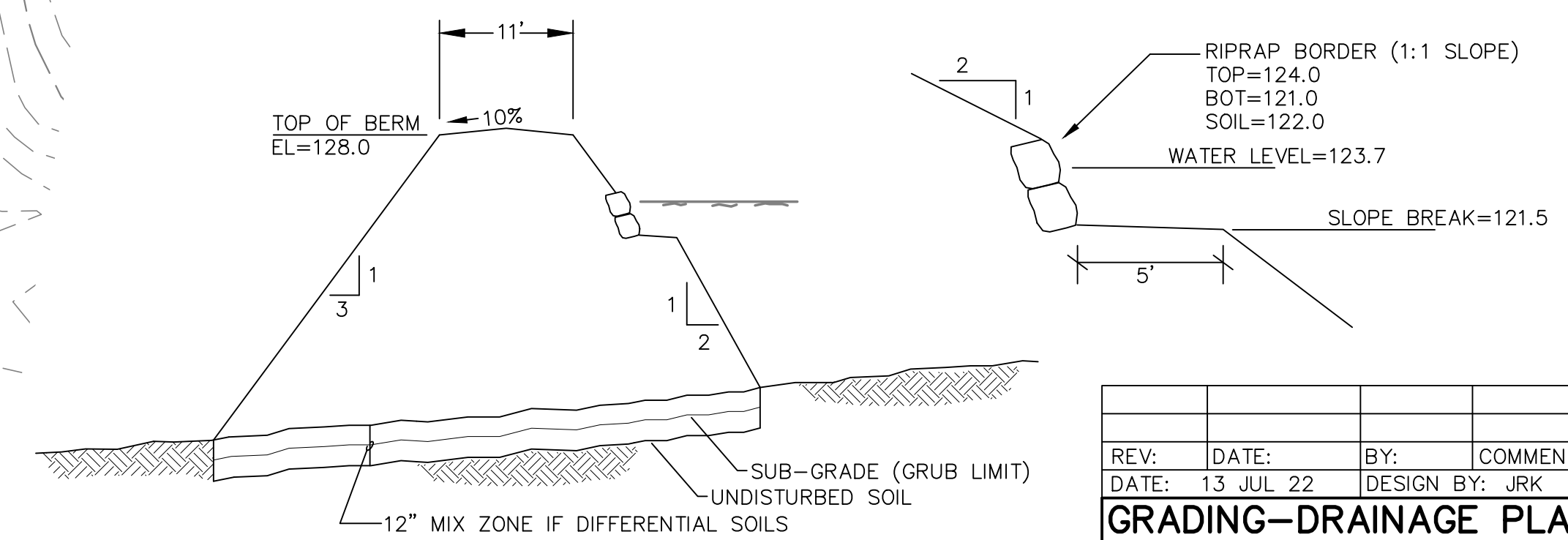


TOE DRAIN DETAIL
NTS



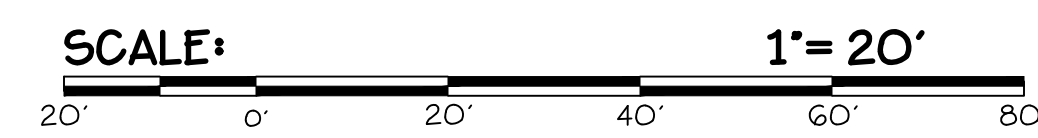
POND SITE PLAN
SCALE: 1"=20'

NOTE: POND TO BE LINED WITH A 30 MIL HDPE LINER. TEST PITS TO BE COMPLETED BY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF LINER MAY BE ELIMINATED.



- EMBANKMENT CONSTRUCTION**
1. CONSTRUCTION MATERIAL SHALL ON SITE MATERIAL OF LOAM OR FINER TEXTURE.
 2. PLACE BORROW MATERIAL IN 12" LIFTS COMPACTED TO 95% OF MAX. DENSITY.
 3. INSTALL EROSION CONTROL MESH WHERE SPECIFIED ON PLANS.
 4. LOAM, SEED, AND STABILIZE IN ACCORDANCE WITH EROSION CONTROL NOTES.

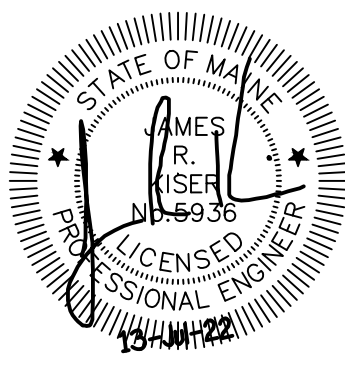
TREATMENT POND BERM DETAIL
NTS



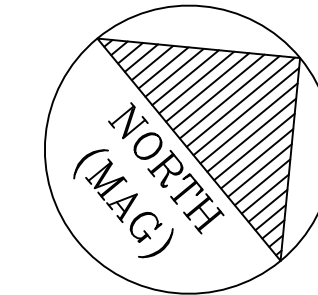
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| GRADING-DRAINAGE PLAN | | | PROJ. NO: 663 |

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777 OHIO STREET
BANGOR, MAINE

FOR:
GLEN BRALEY
PO BOX 196
MAPLETON, ME 04757

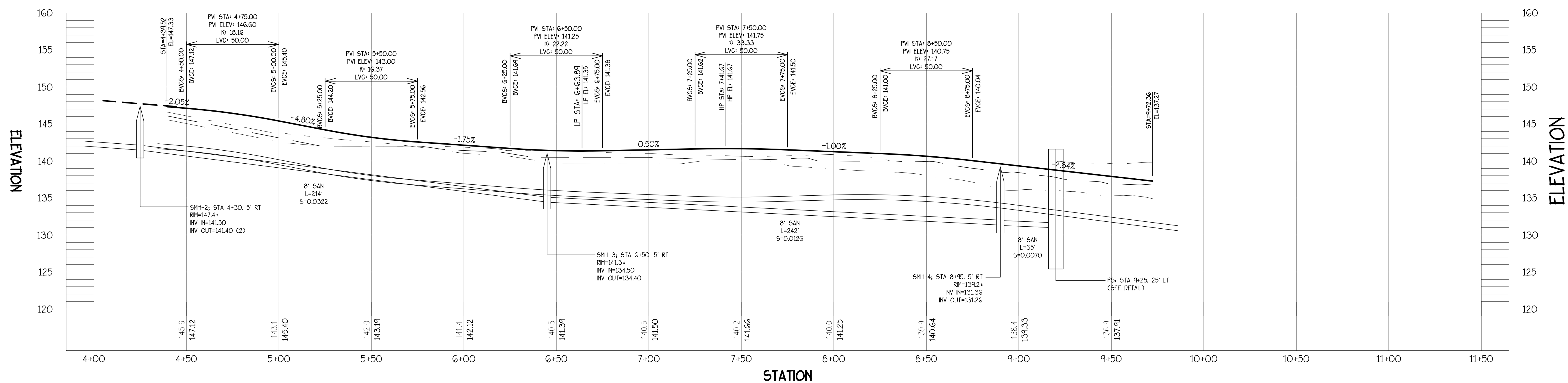


KISER
ENGINEERING & DEVELOPMENT CONSULTING
PO BOX 282, HAMPDEN, MAINE 04444
207-862-4700



PLAN: MEADOW FARM ROAD

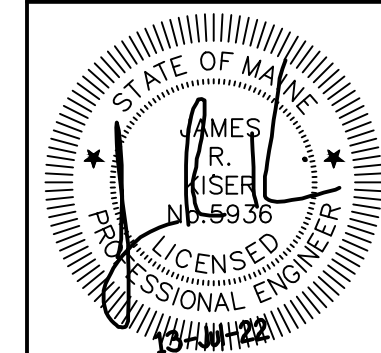
SCALE: HORIZ 1"=30'



PROFILE: MEADOW FARM 2

SCALE: HORIZ 1"=30'
VERT 1"=5'

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ENGINEERING & DEVELOPMENT CONSULTING
PO BOX 282, HAMPTDEN, MAINE 04444
207-862-4700



REV: DATE: BY: COMMENTS: | PROJ. NO: 663
DATE: 13 JUL 22 DESIGN BY: JRK SCALE: 1"=20'

MEADOW FARM ROAD: PLAN & PROFILE
MEADOW FARM

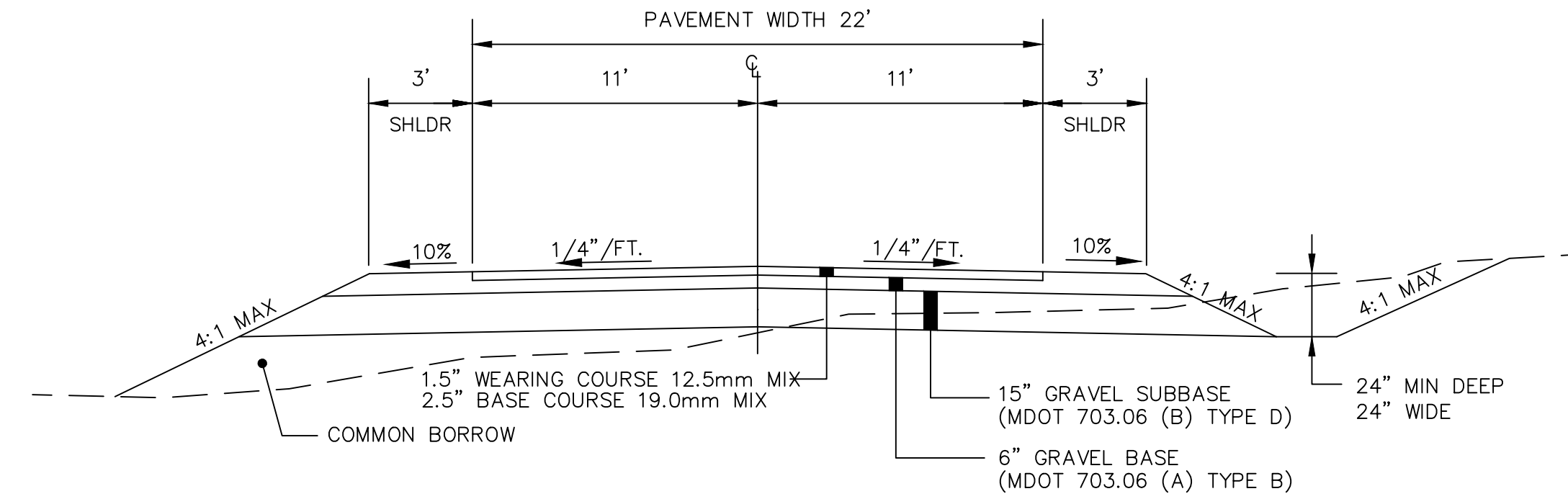
OHIO STREET
BANGOR, MAINE

FOR:
GLEN BRALEY
PO BOX 196
MAPLETON, ME 04757

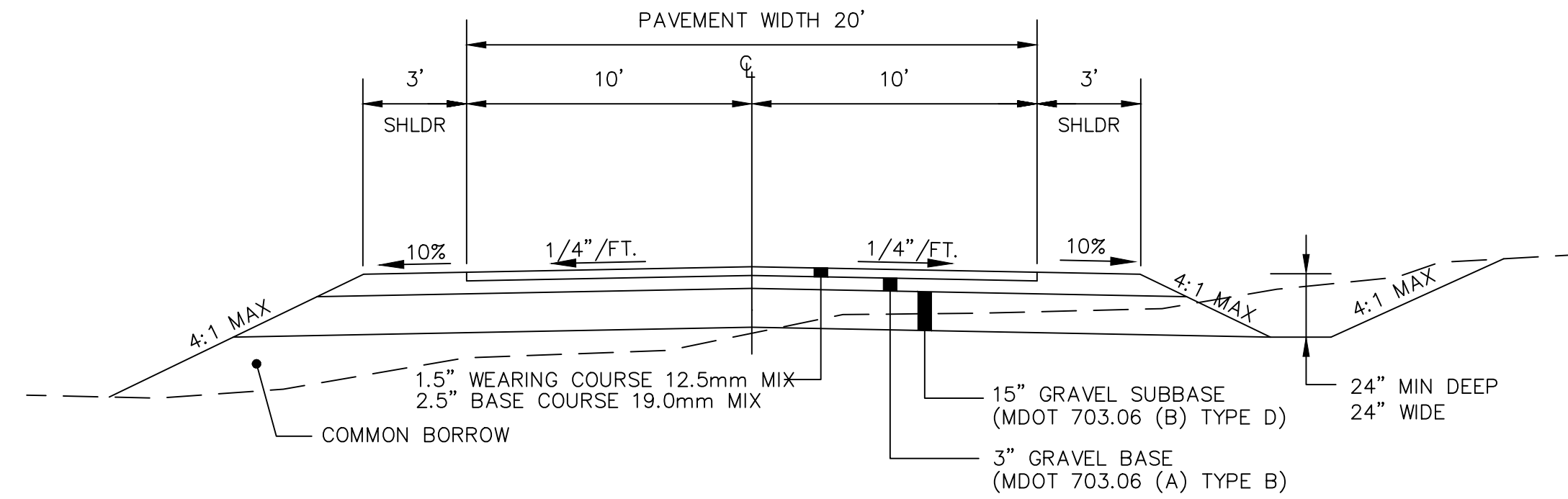
SHEET 5-6

EROSION CONTROL NOTES:

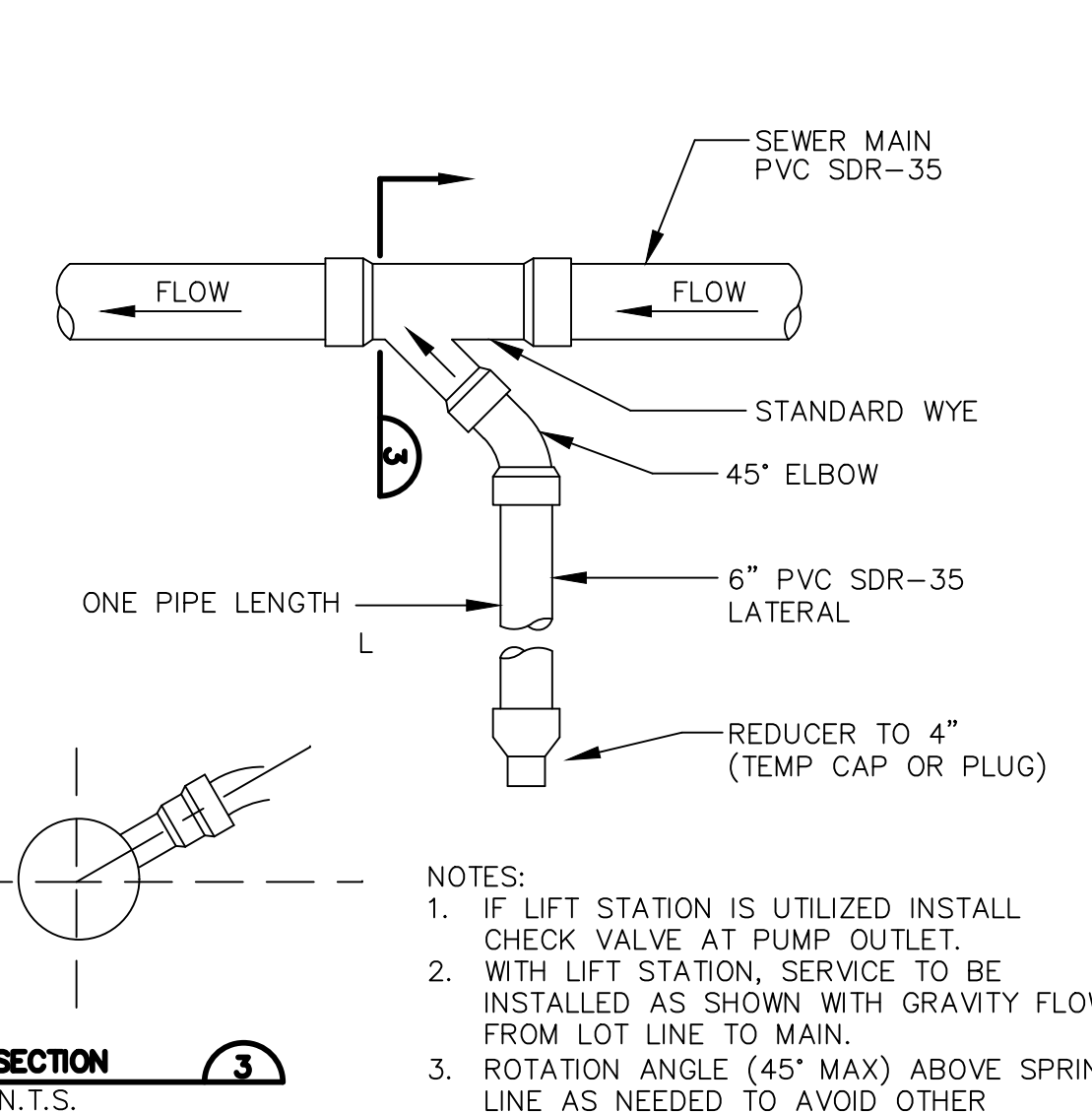
- AT THE START OF CONSTRUCTION SILT FENCE OR EROSION CONTROL MIX BERM SHALL BE PLACED AS SHOWN ON THE PLANS AND/OR AS REQUIRED BY PROGRESSIVE CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL PROVIDE AND PLACE SILT FENCE OR HAY BALES ON AN AS NEEDED BASIS TO PROTECT THE OFF-SITE RESOURCES AGAINST EROSION DUE TO CONSTRUCTION ACTIVITIES. THE ENGINEER MAY DIRECT ADDITIONAL SILT FENCE BE PLACED BASED UPON SITE OBSERVATIONS.
- ALL EROSION CONTROL MEASURES SHALL BE INSTALLED ACCORDING TO THE SPECIFICATIONS OR MANUFACTURER'S REQUIREMENTS. CONTRACTOR SHALL MAINTAIN ALL MEASURES IN FUNCTIONING ORDER AS REQUIRED TO MINIMIZE EROSION. REFERENCE FOR INSTALLATION AND MAINTENANCE MAY BE OBTAINED FROM THE HANDBOOK "MAINE EROSION AND SEDIMENT CONTROL BMP'S". THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES AND CONSTRUCTION ACTIVITIES TO COMPLY WITH THE MCGP 2011.
- SOIL STOCKPILES ON-SITE SHALL BE PROTECTED BY SILT FENCE ON THE DOWN GRADIENT SIDE. ALL OFF-SITE STOCKPILES OR DISPOSAL SITES SHALL BE PROTECTED BY APPROPRIATE EROSION CONTROL MEASURES. STOCK PILES SHALL BE VEGETATED AS SPECIFIED IN OTHER SECTIONS. CONTRACTOR TO PROVIDE THE ENGINEER LOCATION AND ACCESS TO ANY OFF-SITE STOCKPILE.
- TEMPORARY SOIL PROTECTION MEASURES SHALL BE APPLIED TO DISTURBED SOIL AREAS NOT PROPOSED TO BE REWORKED WITH IN 14 DAY PERIOD. DURING WINTER CONSTRUCTION HAY SHALL BE APPLIED AT THE END OF EACH DAY AND PRIOR TO THE GROUND FREEZING OR SNOWFALL.
- TEMPORARY SOIL PROTECTION:
 - SEED BED PREPARATION - SOIL SHALL BE LOOSENEED TO A DEPTH OF 2" AND TREATED WITH LIME AND FERTILIZER (10-10-10) AT RATES OF 138 AND 13.8 LB/UNIT, RESPECTIVELY. A UNIT IS 1000 SF.
 - SEEDING - TEMPORARY SEEDING SHALL BE ANNUAL OR WINTER RYE PLANTED AT 1.5 AND 3.0 LB/UNIT, RESPECTIVELY. ANNUAL RYE SHALL BE PLANTED FROM APRIL 15TH THROUGH AUGUST 15TH AND WINTER RYE TO OCTOBER 15TH. NO SEEDING SHALL OCCUR PAST OCTOBER 15TH.
 - PROTECTION OF SOIL/SEED - SEED OR SOIL SHALL BE PROTECTED WITH HAY MULCH AT A RATE OF 100 LB/UNIT. A 90% COVERAGE IS REQUIRED FOR MULCH AND NETTING OR EROSION CONTROL MESH SHALL BE USED ON SLOPE OF 15% OR MORE AND THE SLOPE EXTENDS FOR MORE THAN 40 FT. SWALES SHALL USE EROSION CONTROL MESH. FOR WORK WITH IN THE SHORELAND ZONE, HAY MULCH SHALL BE APPLIED AT A RATE OF 50 LB/UNIT. WINTER APPLICATION SHALL BE AT A RATE OF 150-200 LB/UNIT.
 - PERMANENT SOIL PROTECTION MEASURES SHALL BE INITIATED WITH IN 7 DAYS OF FINAL GRADING OPERATIONS OR IF THE AREA WILL NOT BE WORK FOR OVER A YEAR.
- PERMANENT SOIL PROTECTION:
 - LOAM - SPREAD LOAM OVER THE DISTURBED AREA TO A DEPTH AS SPECIFIED ON THE PLANS OR 4" MIN.
 - SEED BED PREPARATION - THE SEED BED SHALL BE LOOSENEED AND TREATED WITH LIME AND FERTILIZER (10-20-20) AT RATES OF 138 AND 13.8 LB/UNIT RESPECTIVELY AND WORKED INTO THE SOIL PRIOR TO SEED APPLICATION.
 - SEEDING - ALL SEED SHALL BE A PREMIUM SEED MIXTURE SUITABLE FOR THE AREA TO BE SEEDDED. ALL SEEDING SHALL BE COMPLETED PRIOR TO OCTOBER 1ST.
 - PROTECTION - SEED SHALL BE PROTECTED BY HAY MULCH APPLIED AT 100 LB/UNIT AND ANCHORED WITH RBM PLUS OR AEROSPARY 70. HAY MULCH WITH NETTING OR EROSION CONTROL MESH SHALL BE PLACED ON SLOPES GREATER THAN 8% AND 40 FT LONG AND AT THE BOTTOM OF ALL SWALES. THE OWNER'S REPRESENTATIVE MAY REQUIRE EROSION CONTROL MESH IF DRAINAGE/SLOPE CONDITIONS MERIT THE SUBSTITUTION.
- GRASS FILTER BEDS:
 - FILTER MEDIA WILL CONSIST OF COARSE LOAMY SAND WITH 20-30% BY VOLUME OF MODERATE TO FINE SHREDDED BARK MULCH (<5% PASSING #200 SIEVE). SOIL MEDIA SHALL HAVE A GRADATION AS FOLLOWS:
 #10 SIEVE 85-100%
 #20 SIEVE 70-100%
 #60 SIEVE 15-40%
 #200 SIEVE 8-15%
 - GRASS FILTER BEDS TO BE PLANTED TO A PREMIUM SEED MIX AS NOTED; HOWEVER IF WATER PONDING CREATES STRESS AND FAILURE OF SEED MIX A WETLAND TOLERANT MIX MAY BE REQUIRED IN THE DIRECT AREA OF PONDING.
 - FILTER MEDIA SHALL NOT BE PLACED UNTIL THE SWALES ARE STABILIZED WITH GRASS OR THE FILTER AREA SHALL BE FULLY ENCLOSED WITH SILT FENCE TO PROTECT THE QUALITY OF THE FILTER.
- DURING CONSTRUCTION GRADING, THE CONTRACTOR SHALL INSTALL STONE CHECK DAMS AS SHOWN ON THE PLANS OR IN AREAS EXHIBITING CONCENTRATED WATER FLOWS. UPON FINAL STABILIZATION (VEGETATION ESTABLISHMENT), THE CHECK DAMS SHALL BE REMOVED.
- FIELD BASINS SHALL BE PROTECTED BY HAY BALE BARRIERS OR SEDIMENT SACKS AT THE TIME OF INSTALLATION AND BASINS WITHIN VEGETATED AREAS SHALL USE 2 ROWS OF SOD AROUND THE GATE AT THE TIME OF STABILIZATION.
- THE CONTRACTOR SHALL INSTALL AND MAINTAIN A CONSTRUCTION ENTRANCE AT THE ACCESS TO OHIO STREET. THE ENTRANCE SHALL BE MAINTAINED PER THE DETAIL AND OHIO STREET SHALL BE KEPT CLEAN OF ANY CONSTRUCTION DEBRIS.
- DURING DRY WEATHER, THE CONTRACTOR SHALL MINIMIZE DUST EMISSIONS BY APPLICATION OF WATER AND/OR CALCUM ON AN AS NEEDED BASIS.
- SOD SHALL BE USED TO STABILIZE DISTURBED AREAS AT THE INLETS AND OUTLETS OF ALL STORM DRAIN INLETS + OUTLETS AND FIELD BASINS. UNLESS OTHERWISE NOTED ON THE PLANS, TWO ROWS OF SOD SHALL BE USED TO STABILIZE CATCH BASIN INLETS DURING FINAL LOAMING AND SEEDING.
- DEWATERING FLOWS SHALL BE DIRECTED TO TEMPORARY SEDIMENT BASINS OR EXISTING VEGETATED AREAS. FLOWS SHALL NOT BE DISCHARGED TO DISTURBED AREAS.
- INSPECTION AND MAINTENANCE (BY THE OWNER OR CONTRACTOR'S QUALIFIED REPRESENTATIVE)
 - A VISUAL INSPECTION SHALL BE PERFORMED WEEKLY OR AFTER SIGNIFICANT RAINFALL EVENTS (GREATER THAN 0.1"). REPAIR STRUCTURES AS REQUIRED AND WITHIN 7 DAYS OR THE NEXT STORM EVENT.
 - SEDIMENT FROM BEHIND SILT FENCE, STONE CHECK DAME AND/OR HAY BALES SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6" AND REGARDED INTO THE SITE.
 - SEEDDED AREAS SHALL BE INSPECTED EVERY 7 DAYS UNTIL 75% COVERAGE IS ACHIEVED. SEED FAILURES SHALL BE RESEEDDED AND THE CONTRACTOR SHALL PROVIDE APPROPRIATE SOIL MOISTURE CONDITIONS.
 - EROSION CONTROL MEASURES SHALL BE REMOVED BY THE CONTRACTOR ONCE 90% VEGETATION COVERAGE HAS BEEN ESTABLISHED OR WITHIN 30 DAYS AFTER PERMANENT STABILIZATION MEASURES. THESE AREAS SHALL BE GRADED AND STABILIZED UPON REMOVAL.
 - THE INSPECTOR SHALL KEEP A LOG OF ACTIVITIES INCLUDING DATES, OBSERVATIONS AND CORRECTIVE ACTIONS, IF NEEDED.



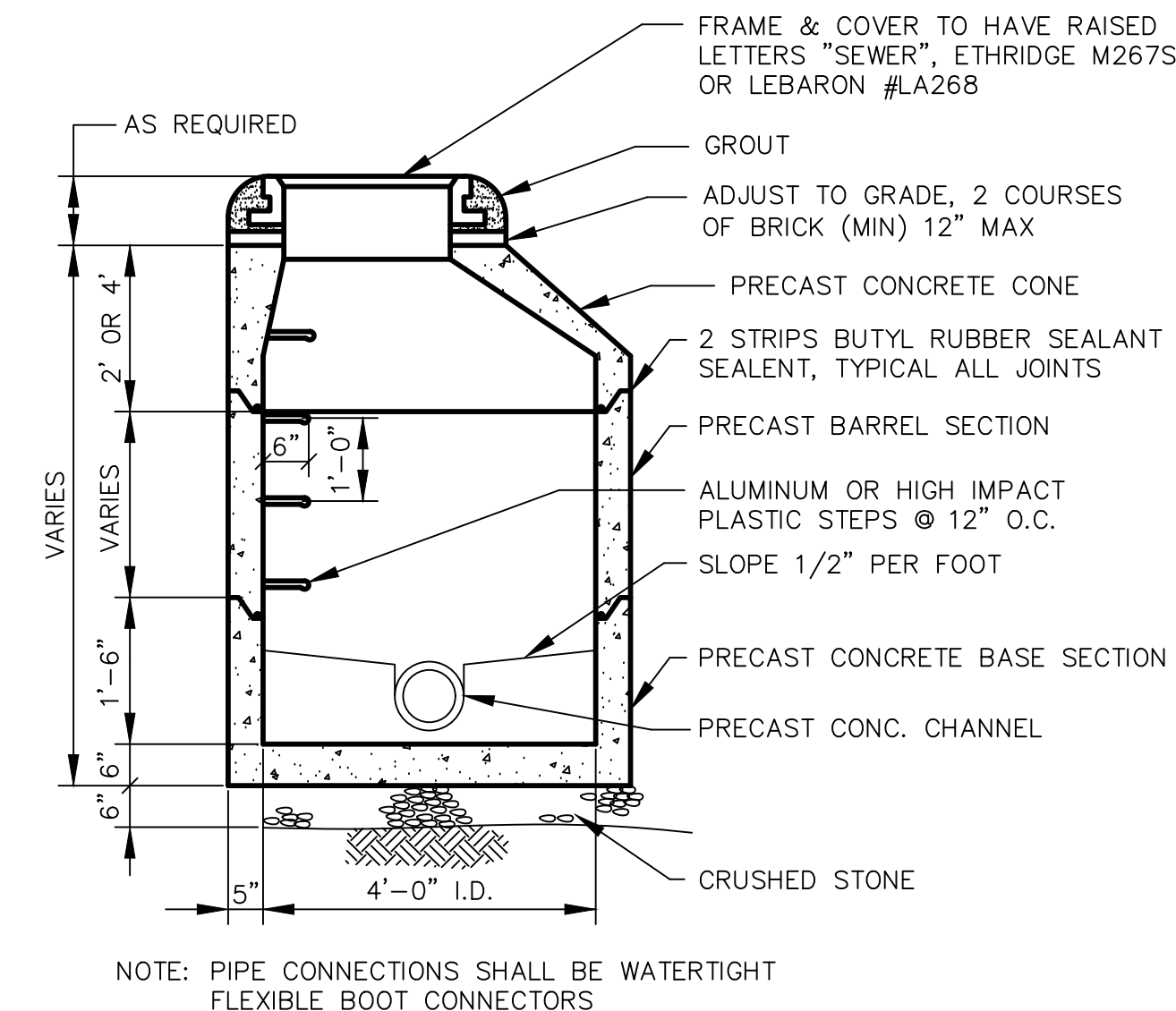
MEADOW FARM ROAD SECTION
NOT TO SCALE



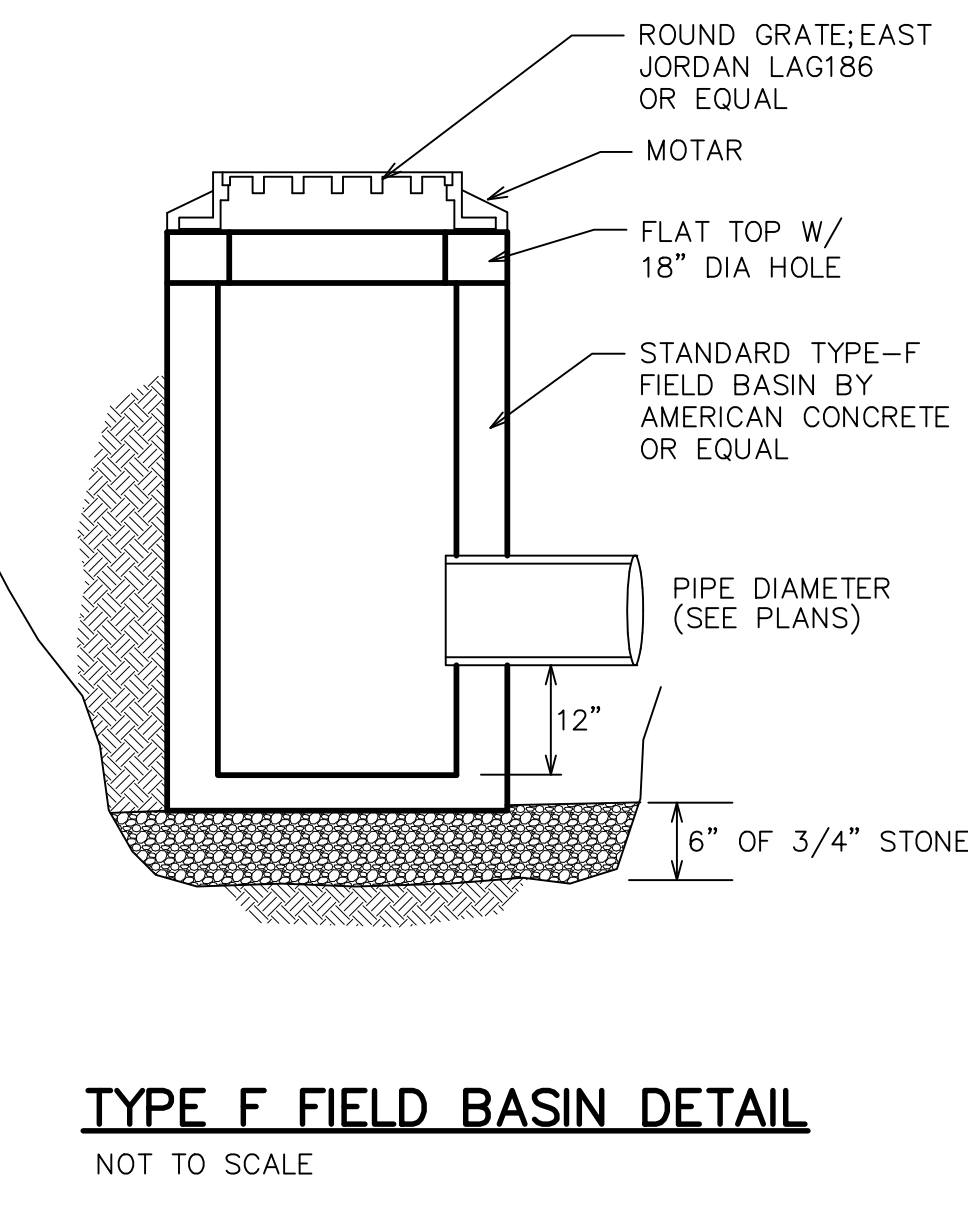
COMMON DRIVEWAY SECTION
NOT TO SCALE



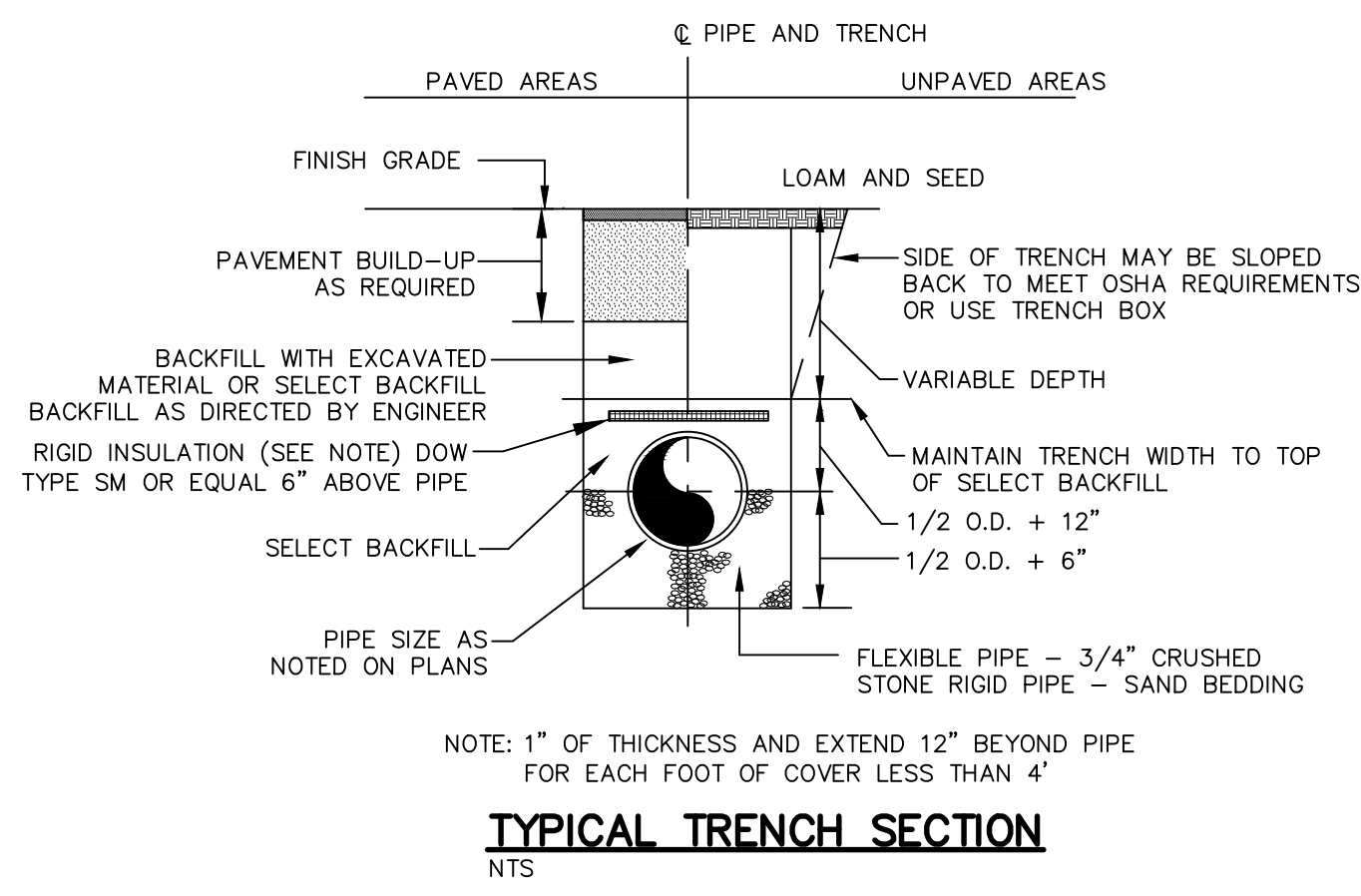
SEWER SERVICE CONNECTION
N.T.S.



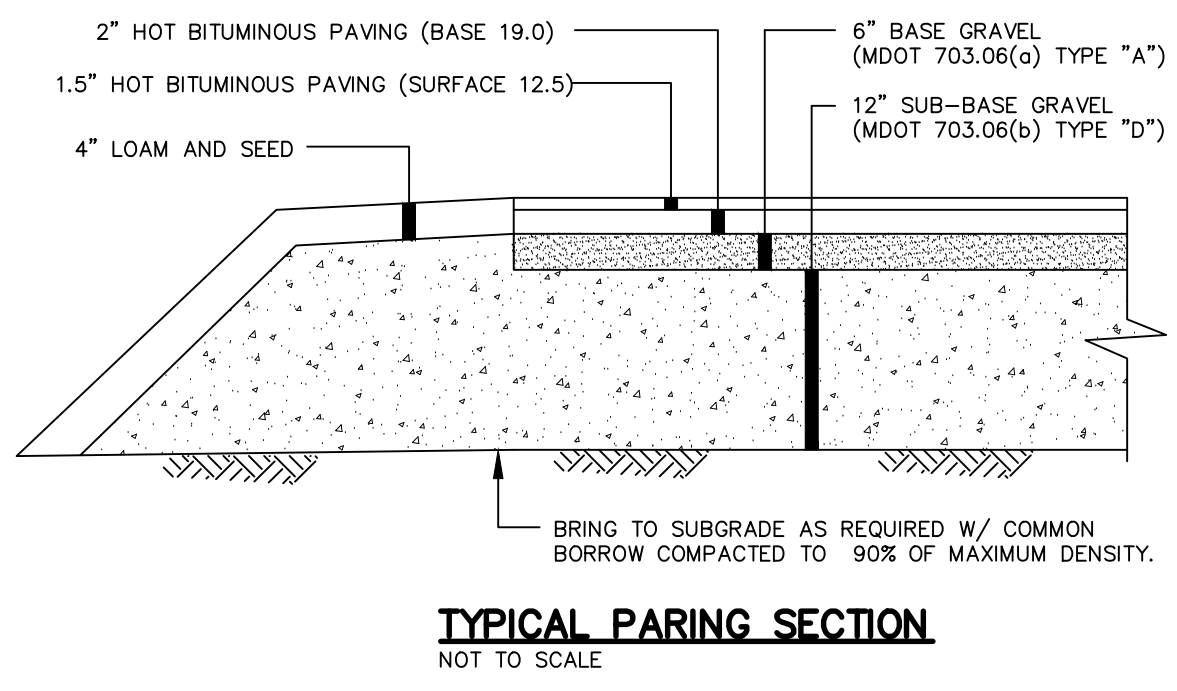
PRECAST MANHOLE
NTS



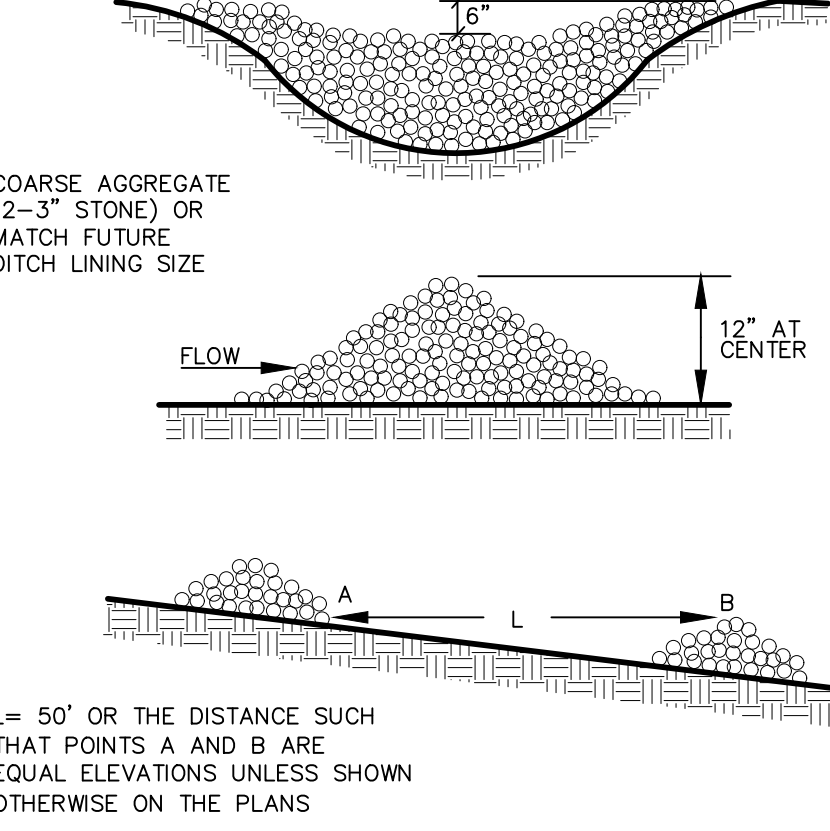
TYPE F FIELD BASIN DETAIL
NOT TO SCALE



TYPICAL TRENCH SECTION
NTS



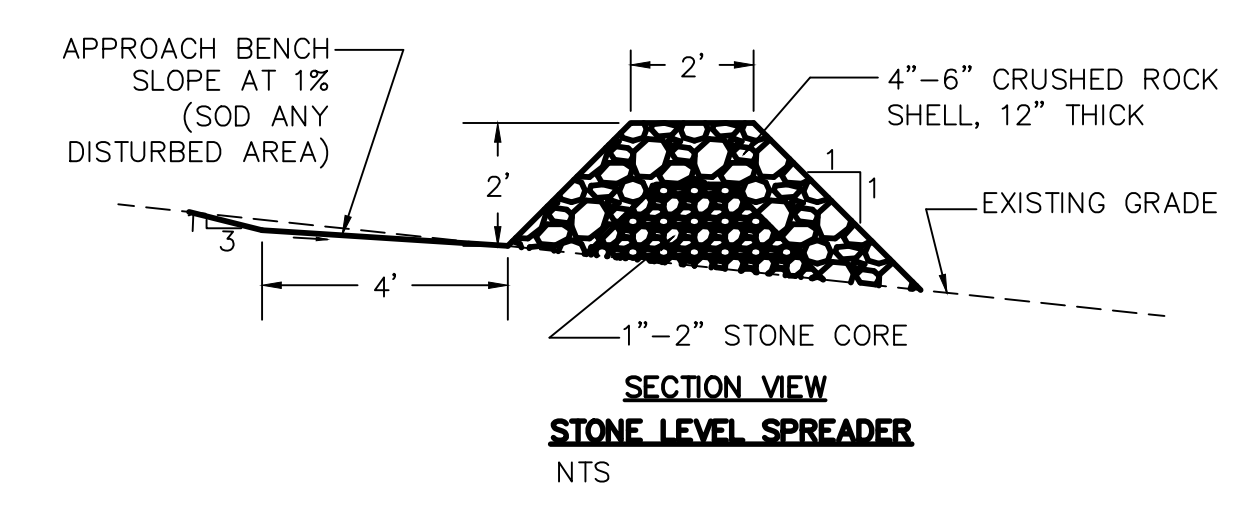
TYPICAL PAVING SECTION
NOT TO SCALE



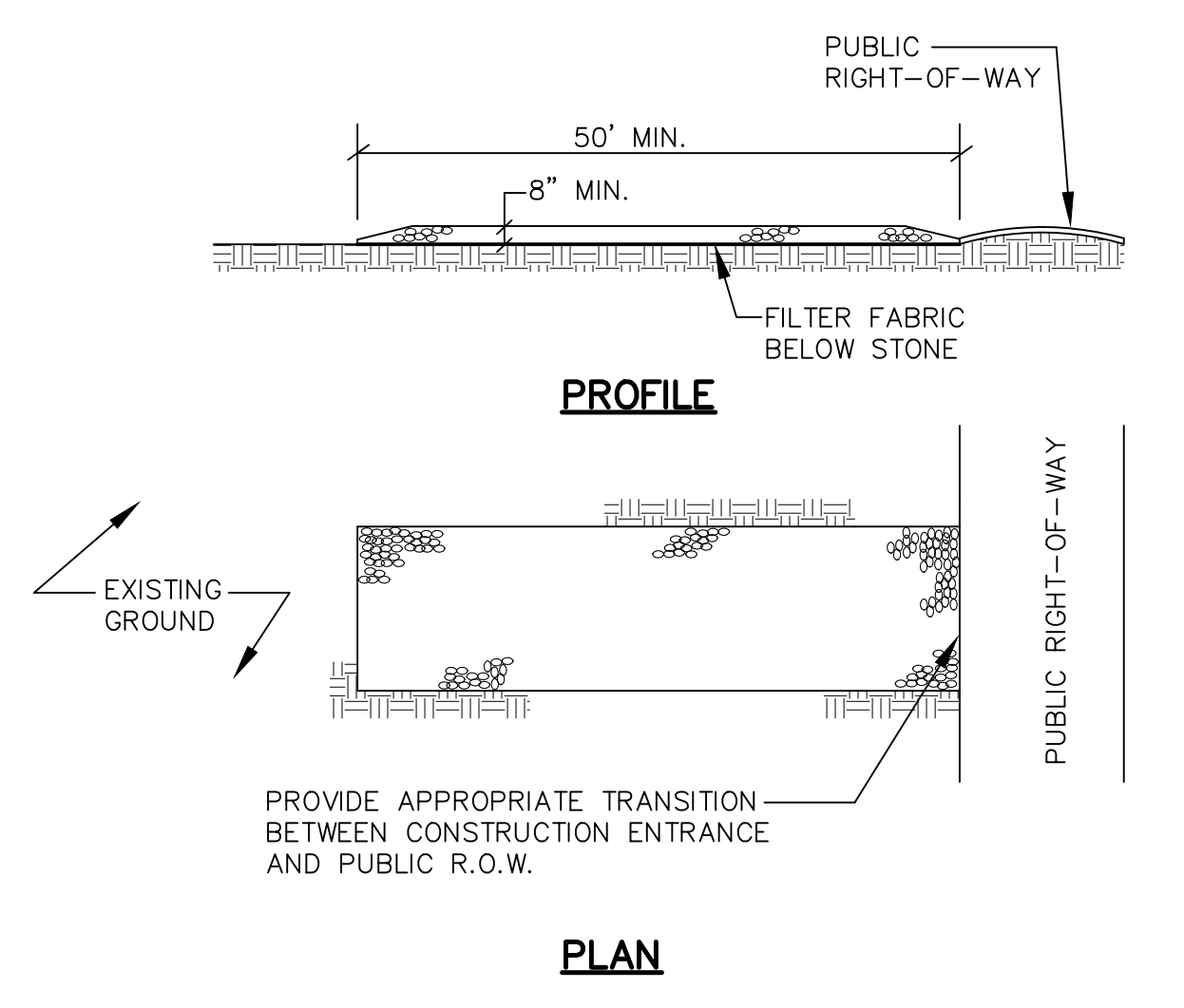
STONE CHECK DAM
NTS

CONSTRUCTION NOTES:

- ALL EXISTING UTILITIES SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. TEST FITS MAY BE REQUIRED. DIG SAFE SHALL BE NOTIFIED PRIOR TO THE START OF CONSTRUCTION.
- BENCHMARK FOR THE PROJECT IS THE ARROW NUT ON THE HYDRANT LOCATED ON OHIO STREET IN FRONT OF UNIT 1. ELEVATION IS 157.04
- ALL TREES SHALL BE CLEARED TO THE LIMITS OF THE GRADING SHOWN ON THE PLAN.
- OVERHEAD UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE STANDARDS OF EMERA MAINE. IF INSTALLED BY A PRIVATE CONTRACTOR, CONSTRUCTION PLANS SHALL BE APPROVED BY BANGOR HYDRO.
- SEWER CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF BANGOR'S STANDARDS. GRAVITY SEWER MAIN SHALL BE PVC, SDR35 OR APPROVED EQUAL AND BE CONSTRUCTED TO THE LINE AND GRADE SHOWN ON THE PLANS. SEWER PIPE AND STRUCTURES SHALL BE PRESSURE AND VACUUM TESTED.
- GRAVITY SEWER SERVICES TO BE INSTALLED TO THE LIMIT SHOWN ON THE PLAN. FUTURE CONNECTION WILL BYPASS TEMPORARY LIFT STATIONS. SERVICE ENDS TO BE MARKED WITH PAINTED SIGN POST AND/OR MAGNETIC SERVICE MARKER.
- STORM DRAIN SHALL BE PERFORATED SMOOTH WALL PIPE INCLUDING HDPE OR PVC. EXPOSED INLETS AND OUTLETS SHALL BE HDPE. DAYLIGHT PIPE SECTIONS SHALL NOT BE PERFORATED.
- WATER MAIN CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE BANGOR WATER DISTRICT'S STANDARDS. THE WATER MAIN PIPE SHALL BE 8" DI CLASS 52 PIPE WITH INSTALLATION AT 9" OFF THE CENTERLINE AND BURIED AT A MINIMUM TO 5' MAX DEPTH. THE CONTRACTOR SHALL OBTAIN A COPY OF THE DISTRICT'S SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION. THE WATER MAIN SHALL REMAIN PRIVATE.
- THE WATER MAIN SHALL MAINTAIN A 10' HORIZONTAL AND 18" VERTICAL SEPARATION FROM SEWER PIPES AND SERVICES UNLESS APPROVED BY THE DISTRICT.
- WATER SERVICES TO BE INSTALLED TO THE CURB STOPS SHOWN ON THIS PLAN. PIPE MATERIAL MAY BE HDPE CTS, CLASS 200, SDR 9. TRACE WIRE SHALL BE USED TO MARK NON-METALLIC PIPE LOCATION.
- FOUNDATION DRAINS SHALL INSTALL A BACKFLOW VALVE.



SECTION VIEW
STONE LEVEL SPREADER
NTS



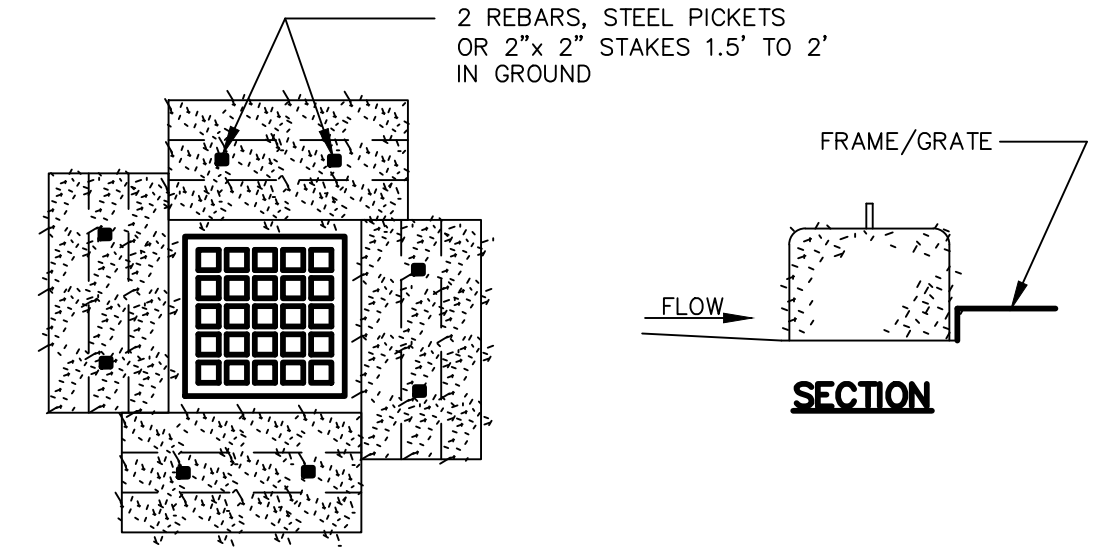
PROFILE

PLAN

NOTES:

- STONE SIZE- 2" TO 3" CRUSHED STONE.
- LENGTH- AS SHOWN ON PLANS, MIN. 50 FEET.
- THICKNESS- NOT LESS THAN EIGHT (8) INCHES.
- WIDTH- NOT LESS THAN FULL WIDTH OF ALL POINT OF INGRESS OR EGRESS.
- MAINTENANCE- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAY MUST BE REMOVED IMMEDIATELY.

STABILIZED CONSTRUCTION ENTRANCE
NTS

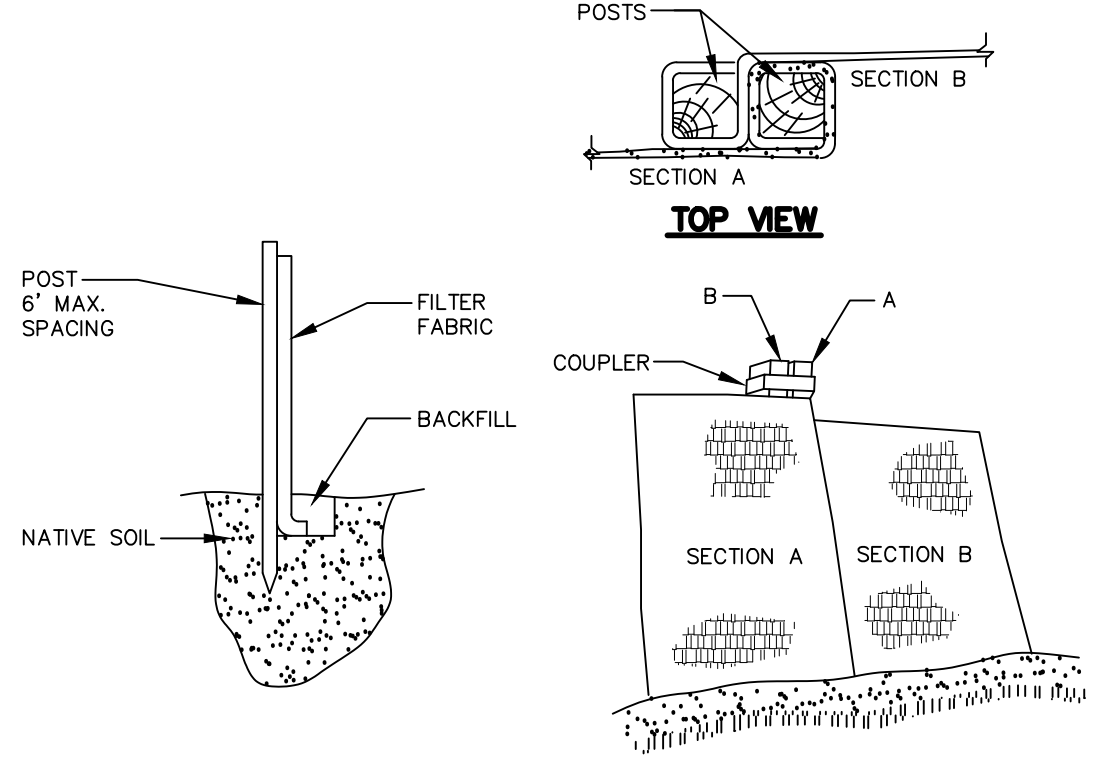


SECTION

NOTES:

- BALES SHALL BE PLACED WITH ENDS TIGHTLY ABUTTING THE ADJACENT BALES.
- INSPECTION SHALL BE FREQUENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
- BALES SHALL BE REMOVED WHEN VEGETATION IS ESTABLISHED SO AS NOT TO BLOCK OR IMPEDE DRAINAGE.

HAY BALE BARRIER
NTS



TOP VIEW

- INSTALLATION:**
- EXCAVATE A 6" X 6" TRENCH ALONG THE LINE OF PLACEMENT FOR THE FILTER BARRIER.
 - UNROLL A SECTION AT A TIME AND POSITION THE POSTS AGAINST THE BACK (DOWNSTREAM) WALL OF THE TRENCH.
 - DRIVE POSTS INTO THE GROUND UNTIL APPROXIMATELY 2" OF FABRIC IS LYING ON THE TRENCH BOTTOM.
 - LAY THE TOE-IN FLAP OF FABRIC ONTO THE UNDISTURBED BOTTOM OF THE TRENCH. BACKFILL THE TRENCH AND TAMP THE SOIL. TOE-IN CAN ALSO BE ACCOMPLISHED BY LAYING THE FABRIC FLAP ON UNDISTURBED GROUND AND FLING AND TAMPING FILL AT THE BASE, BUT MUST BE ACCOMPANIED BY AN INTERCEPTION DITCH.
 - JOIN SECTION AS SHOWN ABOVE.
 - BARRIER SHALL BE MIRAFI SILT FENCE OR EQUAL.

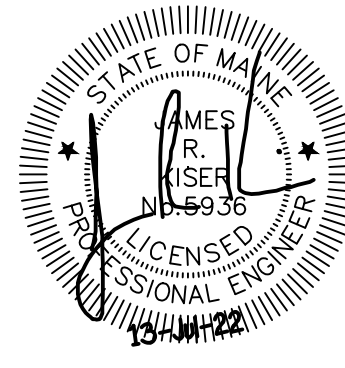
SILT FENCE
NTS

| | | | |
|-------|-----------|------------|-------------------|
| 1 | 16 JAN 19 | JRK | EC NOTES |
| REV: | DATE: | BY: | COMMENTS: |
| DATE: | 13 JUL 22 | DESIGN BY: | JRK SCALE: 1"=20' |
| | | | PROJ. NO: 663 |

DETAILS
MEADOW FARM
OHIO STREET
BANGOR, MAINE

FOR:
GLEN BRALEY
PO BOX 196
MAPLETON, ME 04757

KISER
ENGINEERING & DEVELOPMENT CONSULTING
PO BOX 282, HAMPDEN, MAINE 04444
207-862-4700





CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

Pre-application Meeting Date: N/A

Date submitted: 7/20/2022

Date Reviewed: 7/22/2022

Initials: ABC

Project: Meadow Farm

Project Location: 777 Ohio St

Applicant: Glen Braley

Applicant Representative: Jim Kiser, Kiser & Kiser Engineering

Phone Number or Email: jim@kiser-kiser.com

Project Zoning District: LDR

Allowed Use: _____

Conditional Use: Attached residential

Site Plan Requirement Reference: §165-111.A(1), (3), (4), (6)

Project Disturbs More than One Acre? Yes X No _____

If Yes, Applicant aware of MCGP and Chapter 500 Permitting through Maine DEP?

Yes X Informed by City Staff _____

| Yes | No | Not applicable / Other | Site Plan Element |
|-----|----|------------------------|-------------------------|
| X | | | Scale |
| X | | | North Arrow |
| | X | | Building/Lot dimensions |
| X | | | Building locations/uses |



CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

| Yes | No | Not applicable / Other | Site Plan Element |
|-----|----|------------------------|---|
| X | | | Parking/access/loading locations |
| X | | | Signage |
| | X | | Lighting |
| X | | | Screening and Buffer |
| X | | | Erosion and sedimentation |
| X | | | Stormwater |
| X | | | Manholes/catch basins |
| | X | | Sewer |
| | X | | Water |
| | | X | Fire Hydrants fire pond? |
| | X | | Electric/Communication |
| X | | | Curbs and gutters |
| X | | | Paved/un-vegetated/vegetated areas |
| | X | | Trash |
| | | X | Outdoor display/storage |
| X | | | Existing trees |
| | | X | Deed or other instrument allowing pursuit of permits |
| X | | | Topo |
| X | | | Adjacent buildings and features |
| | | X | Traffic |
| X | | | Location sketch |
| X | | | Post Construction Stormwater Maintenance Plan |
| X | | | Building Permit Application |
| | X | | Fire Comments |
| | X | | Shoreland delineation/zoning compliance |
| X | | | Floodplain location |
| | | X | Effects on scenic, etc |
| X | | | Table showing compliance with dimensional Requirements |
| | X | | Table showing compliance with Parking Requirements |
| | | X | Additional Conditional Use General Requirements Traffic Study Support Letter for paragraph (4) |



CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

| Yes | No | Not applicable / Other | Site Plan Element |
|-----|----|------------------------|---|
| | | X | Additional Conditional Use Specific Requirements for Use or District |
| X | | | Additional Subdivision Requirements Lot lines Existing street connections Open space reservation Abutters Onsite wastewater Easements Soils Wetlands |
| | | X | Additional Solar applications Height Yard Buffers Glare Decommissioning plan Utility Connections Confirmation of use |
| | | X | Proposed temporary construction access roads |
| | | X | Proposed bus stop location |

Comments on Completeness

Please show building dimensions and dumpster location (if any). Please include specs for lighting for proposed buildings and please show shoreland zone delineation.

Please show water, sewer, and electrical tie-in's to proposed buildings.



CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

Comments on Compliance

Need a wetland disturbance permit since disturbance area is now over 4,000 square feet.

Stormwater and fire comments in separate email

Possible Planning Board agenda: 8/16/2022

Deadline to advertise: _____

Deadline to post to abutters: 8/4/2022

Deadline for edits or amendments: 8/2/2022

****For edits, please only send digital copies until staff has determined the plans are okay to go to Planning Board. Once staff has made that determination, hard copies of the final plans can be sent.**

Other notes

Please provide list of unit designations.

Please ensure that landscaping and buffer yard plantings comply with Chapter 165-114.F(6) of the Land Development Code: "The use of native species is encouraged, and the planting of invasive species as defined by the most current version of the State of Maine Department of Conservation Maine Natural Areas Program invasive plant fact sheets list is prohibited."

For your building designer: The state recently adopted the 2015 IECC Code; however, we encourage people to use the 2021 IECC Code. For more information:

https://up.codes/viewer/maine/iecc-2021/chapter/RE_4/re-residential-energy-efficiency#RE_4

Anne Krieg
Planning Officer
73 Harlow Street
Bangor, ME 04401

Amended Site Plan, Meadow Farm Development, Ohio Street

Dear Anne,

We have received staff comments on the amendment to the Meadow Farm Development at 777 Ohio Street. The following is additional information and updates for the plans. Also, based on the owner's current paving and future plans for paving, we have updated the Site Plan and Stormwater Quality calculations.

1. Building dimensions (general) are included on the Site Plan.
2. The dumpster location is at the turnaround, as shown on the plan.
3. The streetlights area shown with minor adjustment due to Versant pole placements. This lighting was approved and has not changed except as required by pole locations. Building lights are noted on the plan's general notes and have not changed in this amendment.
4. The resource protection zone, most restrictive, is shown on the plan as it was previously approved. A note has been added to the Site Plan regarding the overlay shoreland zone.
5. The utilities are already installed including building services. These will be used to serve buildings and along with additional services as needed. We do not have information as to what buildings will use existing and which will need a new service connection. The contractor will adjust as needed. I do not believe as-built information is available.
6. A parking summary has been added to the plan's general notes.
7. We know a NRPA wetland permit is needed and will be applied for in the near future.
8. Unit addresses will be based on the location of each unit along Meadow Farm Drive as provided by Will at the time of construction. Addresses have been assigned to existing buildings.
9. Buffers for the yard spaces were approved as shown on the plans. No changes are proposed for these plantings.

10. Fire comments:


- a. Fire flow rates were not required at the original approval and this design reduces the road length beyond the approved hydrant. The flow rate was not an issue at the time of original approval as this was a function of the water district and not the development design. A second hydrant in the development will not significantly change the total flow rate. The water flow was set by the district requiring an 8" main into the development. The development has a hydrant within 500 ft of all buildings.
- b. Paving is shown for the road, turn-around and parking areas.

11. Stormwater Comments:

- a. The buffer has been labeled as a "Stormwater Treatment Natural Buffer".
- b. The level spreader notation has been removed from the treatment worksheet.
- c. The updated Stormwater Maintenance Plan is attached.
- d. The amendment application for the Stormwater Permit will be submitted in the near future.
- e. The pond does not have a scheduled completion date within the approvals and based on the current contractor schedules, the developer is planning to install the pond with the construction of the 40th unit.

We look forward to working with the board on this amendment; however, if you have additional questions please contact us.

Best Regards,



James R. Kiser, PE
Kiser & Kiser Company

Enc.

C: Glen Braley

Stromwater Treatment Worksheet

Meadow Farm

Ohio Street, Bangor

12-Jul-22

| Meadow Farm Road | imper area | LS area | dev area | |
|----------------------------|---------------|---------|---------------|-----------------------|
| Linear project total area | 24,875 | 5,435 | 30,310 | LS area is 5' off eop |
| Exempt wetland Xing | 0 | 0 | 0 | |
| Total Linear | 24,875 | 5,435 | 30,310 | |
| Linear Exemption | -6,219 | | -15,155 | |
| Required treat area | 43,531 | | 15,155 | |

| Meadow Farm | imper area | LS area | dev area |
|-----------------------------|---------------|---------|----------------|
| Buildings | 34,460 | 0 | 34,460 |
| Walks/drives | 28,765 | 0 | 28,765 |
| Landscaped | 0 | 88,140 | 88,140 |
| Total treatment area | 63,225 | | 151,365 |

| | | | |
|----------------------------|---------------|--|----------------|
| Project totals (sf) | 88,100 | | 181,675 |
| Project totals (ac) | 2.02 | | 4.17 |

Meadow Farm Road

| Area | Treated Impervious | Treated Landscape | Treated Developed | Notes |
|--------------------|--------------------|-------------------|-------------------------|-------------|
| A | 19,395 | 3,860 | 23,255 | pond |
| B | 5,480 | 1,575 | 7,055 | LS w/buffer |
| Sub Tot Meadow | 24,875 | 5,435 | 30,310 | |
| Provided treatment | 100.0% | | 100.0% | |
| Required Treatment | 75% | | 50% exemption 500.C.5.c | |

Meadow Farm

| Area | Treated Impervious | Treated Landscape | Treated Developed | Notes |
|-----------------------|--------------------|-------------------|-------------------|-----------|
| 1 | 55,370 | 69,530 | 124,900 | POND |
| 2 | 3,000 | 0 | 3,000 | DRIP EDGE |
| 3 | 3,950 | 3,805 | 7,755 | BUFFER |
| 4 | 610 | 1,930 | 2,540 | BUFFER |
| Sub Total Meadow Farm | 62,930 | 75,265 | 138,195 | |
| Provided treatment | 99.5% | | 91.3% | |
| Required Treatment | 95% | | 80% | |

Runoff Sizing

| Area | Impervious | Pervious | Vol (CF) | Surge (cf) |
|------|------------|----------|----------|------------|
| Pond | 77,765 | 73,390 | 17,854 | 8,927 |

drip edge area flows to pond via foundation drains

| | | |
|--------------------------|--------------|--------------------|
| Drip edge 2 story garage | 36'x34' unit | |
| trench length | | 36 ft |
| area | | 612 sf/eave |
| runoff vol | | 51 cf |
| stone vol | | 128 cf at 40% void |
| trench width | | 3 ft |
| stone depth | | 14.2 in |

| | | |
|-----------------------|--------------|--------------------|
| Drip edge Maintenance | 36'x30' bldg | |
| trench length | | 36 ft |
| area | | 540 sf/eave |
| runoff vol | | 45 cf |
| stone vol | | 113 cf at 40% void |
| trench width | | 3 ft |
| stone depth | | 12.5 in |

| Pond | Elev | Area (sf) | Vol (cf) | Pool Vol | Surge Vol |
|---------------------|-------|---------------|------------------|----------|-------------------------|
| | 118 | 1,455 | 0 | | |
| | 119 | 1,810 | 1,633 | | |
| | 120 | 2,355 | 3,715 | | |
| | 121 | 3,090 | 6,438 | | |
| | 121.5 | 3,420 | 8,065 | | |
| | 122 | 4,900 | 10,145 | | |
| | 124 | 5,955 | 21,000 | 17,854 | 8,927 |
| | 126 | 7,795 | 34,750 | | |
| | 127 | 9,985 | 43,640 | | |
| pond vol elevation | 123.5 | area 5,691 | volume 18,088 | 17,854 | Required pond Volume |
| mean depth at 123.5 | | | | 3.18 | equals vol/surf area |
| surge vol elevation | 125 | 6,875 | 27,415 | 8,927 | Required Pond Surge Vol |
| | | | | 27,015 | total surge volume |
| | | | | 9,327 | actual surge volume |

| Drain down times | orifice (in) | area (sf) | ave head (ft) | C |
|-------------------------|--------------|------------|------------------|-------------|
| Pond | 2 | 0.0218 | 0.75 | 0.6 |
| | # orifices | flow (cfs) | total flow (cfs) | volume (cf) |
| | 1 | 0.0910 | 0.0910 | 9,327 |
| | Time (hr) | | | |
| | 28.5 | | | |

Maintenance Plan

Meadow Farm

Ohio Street, Bangor

The developer, Glen Braley and/or his successors will be responsible for stormwater management and maintenance at Meadow Farm; however, the short-term management of the stormwater system and erosion control on site will be delegated to the site contractor during ongoing construction operations. The contractor's responsibilities are documented on the plans and included in the erosion control notes. The long-term responsibility for Meadow Farm will be to maintain the system to ensure the long-term effectiveness of the stormwater management system. The system includes the filter beds, pond, drip edge filters, paved areas and grassed areas.

This maintenance plan supports the Stormwater Management Report for Meadow Farm as approved by the City of Bangor and Maine DEP.

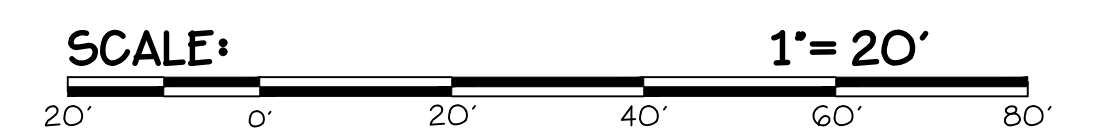
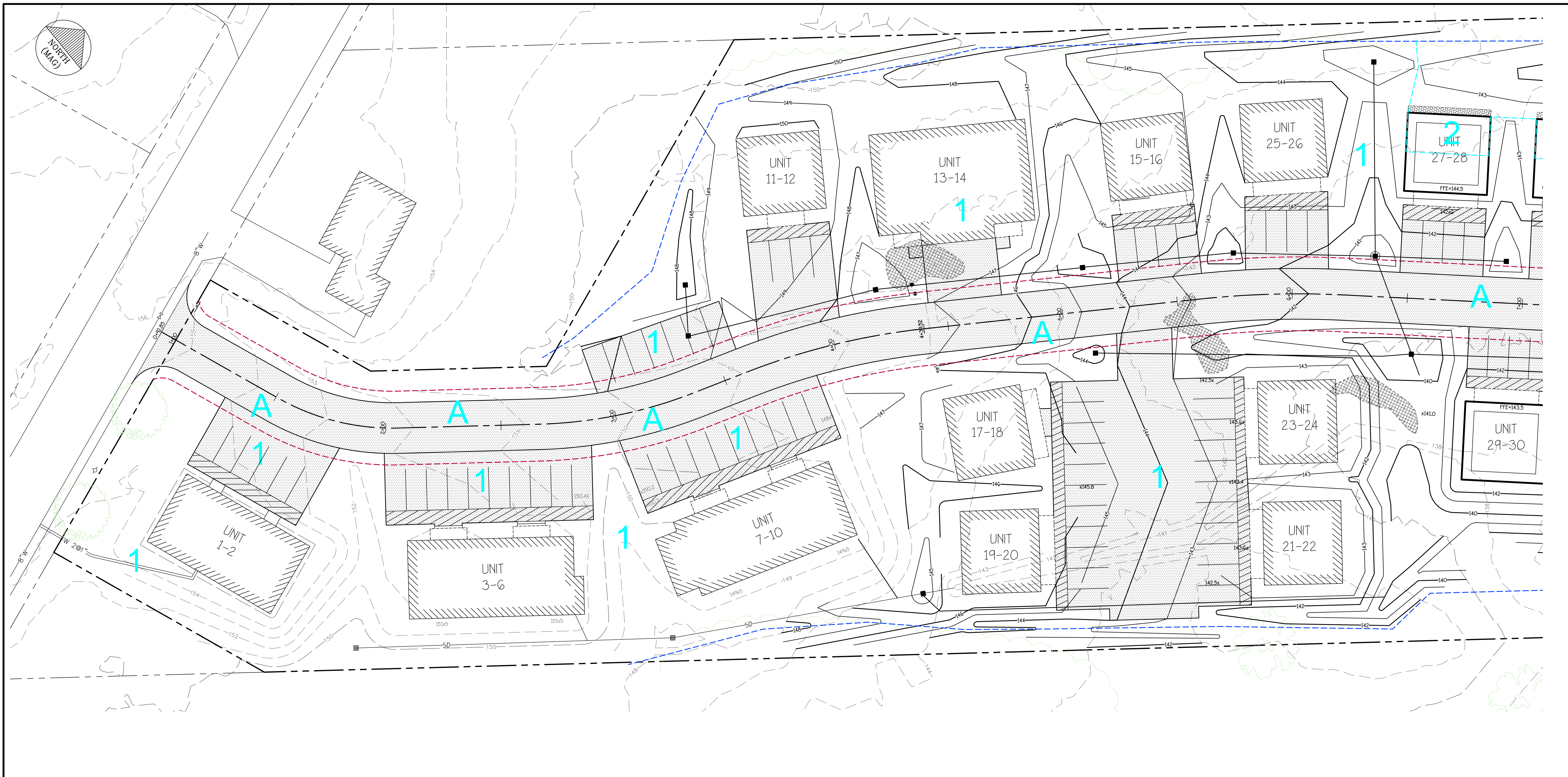
Long term maintenance inspections and repairs shall be documented, and the responsibilities are as follows:

- 1) Inspect the lawn areas and road swales in the spring and fall to confirm all areas are stable. Any corrective action required shall be completed within 2 weeks following the inspection.
- 2) Inspect culverts and storm drains within the development and keep inlets and outlets free of debris and damage. The inspection shall document the conditions at the inlet and outlets to confirm stability of the areas. If issues are identified that can be addressed with simple removal of debris, the inspector should remove said obstacles. Any items that are beyond simple cleanup should be directed to the owner's contractor.
- 3) Catch basins should be observed for debris accumulation in the spring of every year. When debris in the sump is over half of the basin's sump, the unit should be cleaned.
- 4) Road, driveways and parking areas should be swept clean of winter sand in the spring of each year.
- 5) The Pond should be inspected after each storm event in the first year after construction. After the first year the pond should be inspected semi-annually. Maintenance activities shall include the following:
 - a) Inspect the inlet swale and outlet basin to insure the areas are free of debris, stable and not eroding, repair as required.
 - b) Slopes and embankments should be inspected to ensure the areas are stable and not eroding, repair as required.
 - c) Inspect the inlet stone level spreader to evaluate silt accumulation and clean as needed.

- 6) The drip edge filters that are located on roof lines of several buildings shall be inspected on a semi-annual basis in the spring and fall. These structures shall be kept free of debris including grass clippings and shall not be altered, paved over, grassed over or covered in other means. The construction below steps and decks is permitted. The structure shall use the same standards as the grass filter beds to determine the need for restoration.
- 7) The natural buffer should be inspected in the spring of each year to confirm that the requirements of the Buffer Restrictions are effective. Any corrective actions to conform to the Restrictions should be implemented prior to July 1 of that year.

Housekeeping:

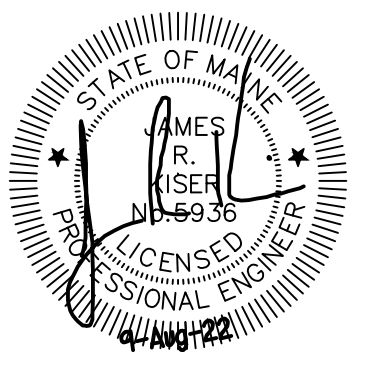
- 1) The roadway and parking areas should be swept clean of sand and other winter debris in the spring of the year. Sand debris should not be swept onto the shoulders.
- 2) Areas outside of the water quality treatment boundary as shown on the stormwater management plan should be mowed no more than twice annually, if proposed to remain as a field area or allowed to revert back to natural vegetation.



| | | | | |
|------|----------|-----|-----------------|-----------|
| REV: | DATE: | BY: | COMMENTS: | PROJ. NO: |
| | 8 AUG 22 | JRK | SCALE: AS NOTED | 663 |

STORMWATER QUALITY PLAN
MEADOW FARM
 777 OHIO STREET
 BANGOR, MAINE

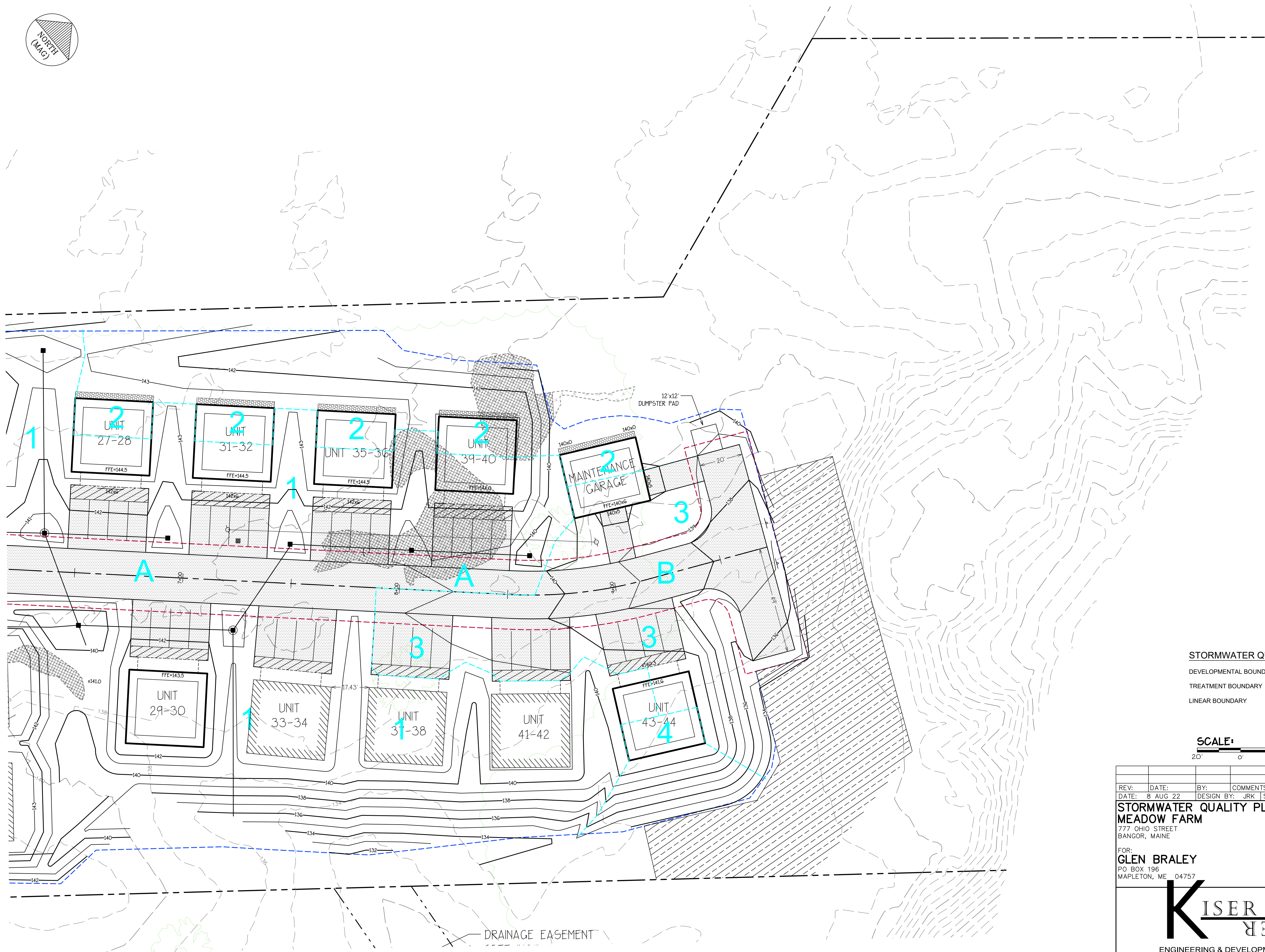
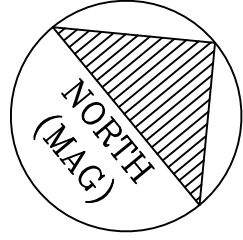
FOR:
GLEN BRALEY
 PO BOX 196
 MAPLETON, ME 04757



STORMWATER QUALITY LEGEND

- DEVELOPMENTAL BOUNDARY ---
- TREATMENT BOUNDARY ---
- LINEAR BOUNDARY ---





STORMWATER QUALITY LEGEND

DEVELOPMENTAL BOUNDARY ---

TREATMENT BOUNDARY ---

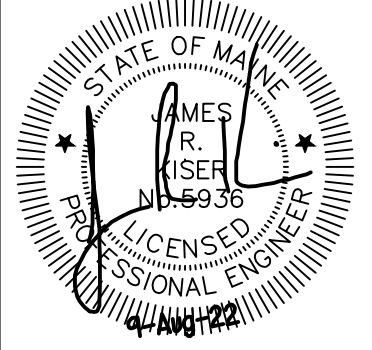
LINEAR BOUNDARY ---

SCALE:
20'
0'
20'
40'
60'
80'
 1" = 20'

| | | | | |
|------|----------|-----|-----------|-----------|
| REV: | DATE: | BY: | COMMENTS: | PROJ. NO: |
| | 8 AUG 22 | JRK | AS NOTED | 663 |

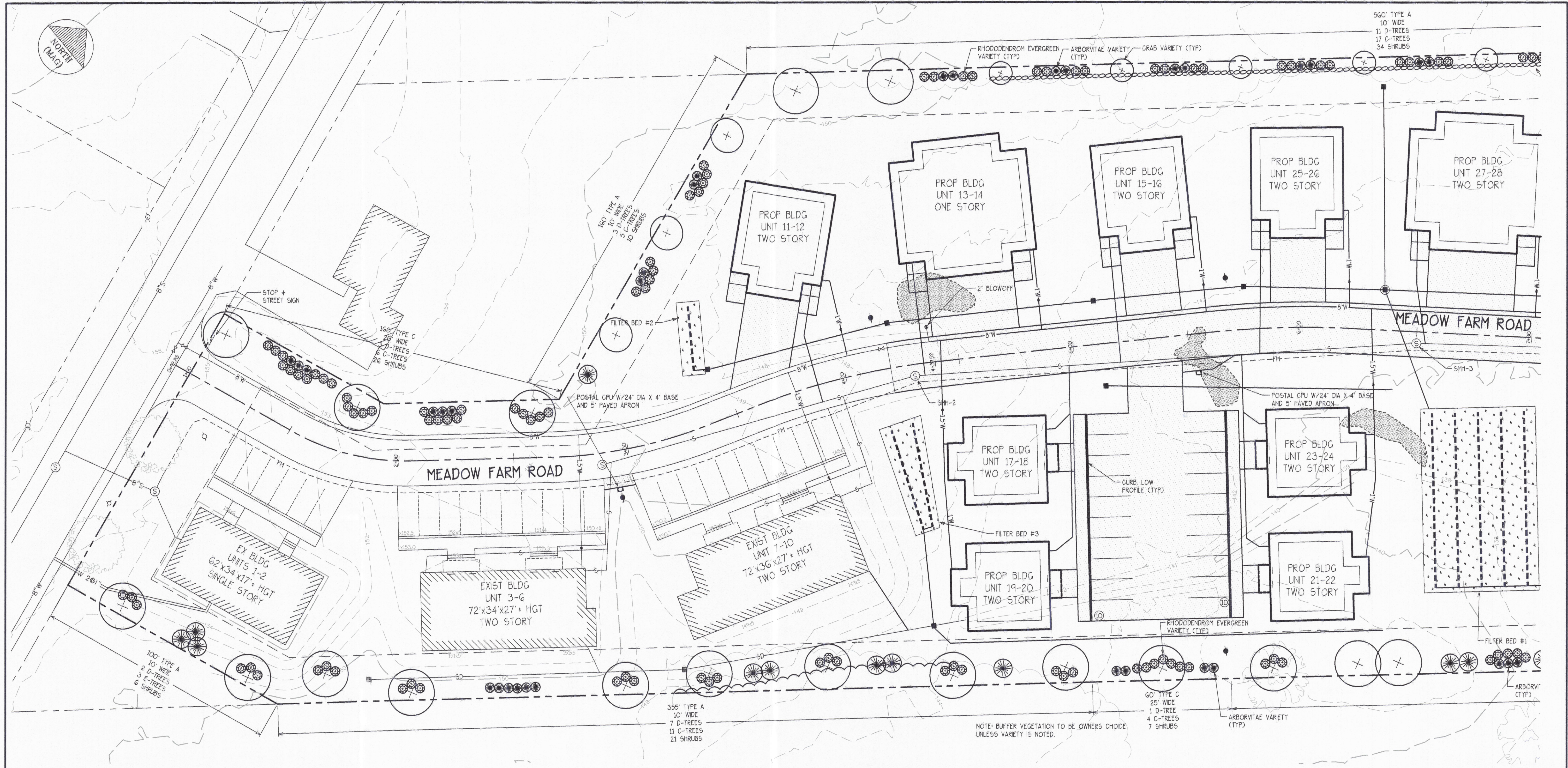
STORMWATER QUALITY PLAN
MEADOW FARM
 777 OHIO STREET
 BANGOR, MAINE

FOR:
GLEN BRALEY
 PO BOX 196
 MAPLETON, ME 04757

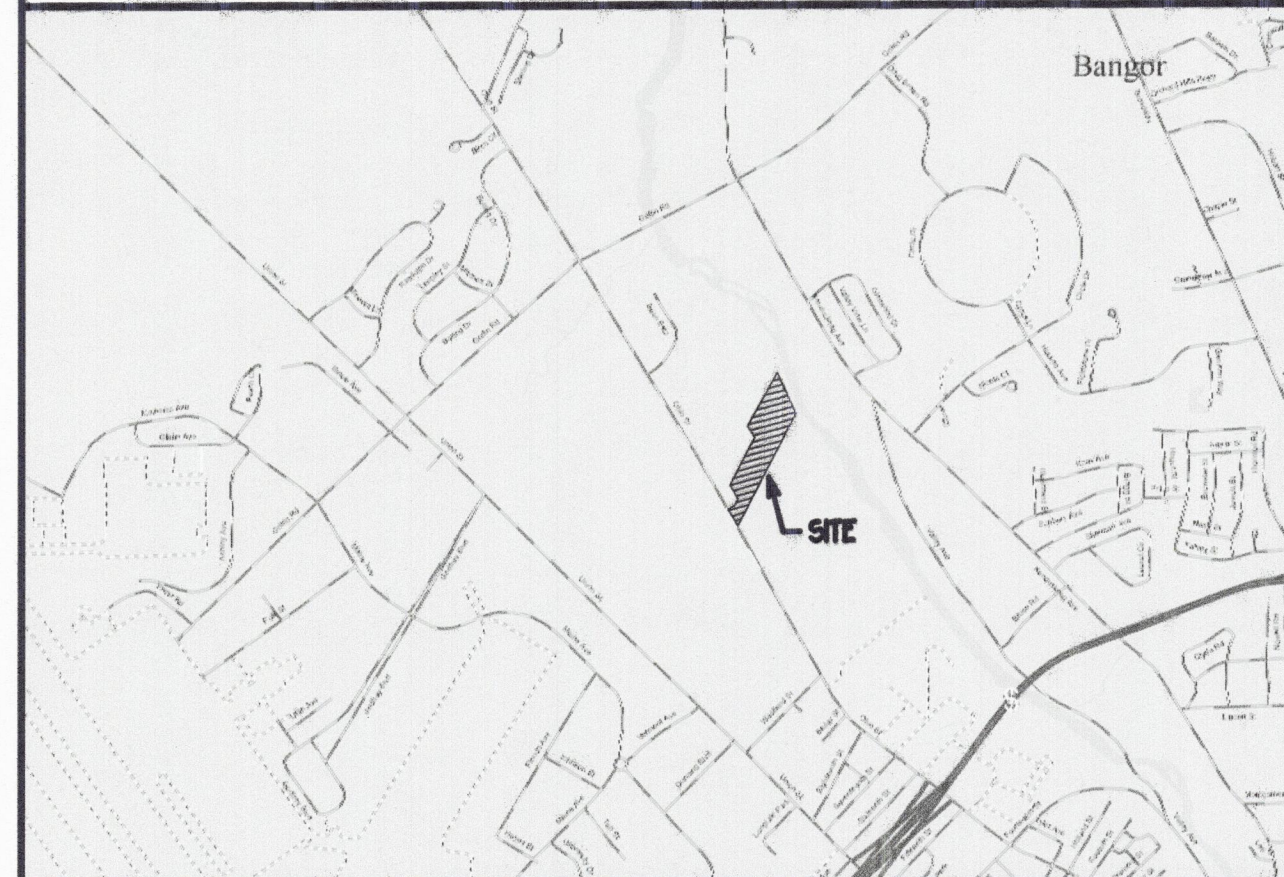


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 207-862-4700

DRAINAGE EASEMENT



LOCATION MAP



GENERAL NOTES:

- RECORD OWNER OF PROPERTY IS GLENON BRALEY, MAPLETON, MAINE BY DEED RECORDED IN PENOBSCOT COUNTY RD BOOK 13677, PAGE 139.
- THE HAMLIN PARCEL WAS DIVIDED OUT OF THE LOCUS PROPERTY BY DEED DATED MAY 8, 2006 AND RECORDED IN PCRD BOOK 10427, PAGE 185.
- THE PROPERTY IS SHOWN ON BANGOR'S TAX MAP R34 AS LOT 1B. THE PROPERTY IS 9.2+ AC.
- THE PROPERTY IS LOCATED IN THE LDR DISTRICT WITH LAND ON THE RIVER FRONT IN THE RP DISTRICT.

| SPACE AND BULK | ATTACH REF. |
|----------------------|-------------|
| MIN LOT SIZE | 3.0 AC |
| MIN LOT WIDTH | 100 FT |
| FRONT YARD | 30 FT |
| SIDE YARD | 20 FT |
| REAR YARD | 25 FT |
| MAX AREA DENSITY | 5 DU/AC |
| MAX BLDG DENSITY | 6 DU/BLDG |
| MAX HGT | 35 FT |
| MAX LOT COVERAGE | 25% |
| MAX IMPERVIOUS RATIO | 0.30 |
| MIN OPEN SPACE | 35% |
| BUFFER YARD* | A |

* SIDE AND REAR YARD AND 'C' FOR PARKING AGAINST LDR DISTRICT.
- BOUNDARY SURVEY PREPARED BY PERRY LAND SURVEYING, ETNA MAINE. TOPOGRAPHIC MAPPING PREPARED BY AERIAL LIDAR COMPILATION BY THE STATE OF MAINE.
- WETLANDS MAPPED BY MOYSE ENVIRONMENTAL SERVICES, BANGOR MAINE. WETLAND LIMITS WERE LOCATED USING GPS EQUIPMENT WITH 13' ACCURACY. TOTAL WETLAND AREA IS 5,440+ SF. WETLANDS WERE NOT DELINEATED OR MAPPED IN THE RP DISTRICT. TOTAL WETLAND IMPACT IS 2,835+ SF.
- DEVELOPMENT SUMMARY:

| | |
|-----------------------|----------|
| TOTAL PARCEL AREA | 9.2 AC |
| MAX # OF UNITS | 46 UNITS |
| TOTAL OPEN SPACE | 3.4+ AC |
| OPEN SPACE PERCENTAGE | 37.0% |
| IMPERVIOUS RATIO | 0.249 |
| LOT COVERAGE | 11.1% |
- TOTAL IMPERVIOUS AREA FOR THE NEW ROAD, DRIVEWAYS AND BUILDINGS IS 2.29 AC. TOTAL DISTURBED AREA IS 4.87 AC. A DEP STORMWATER LAW PERMIT IS REQUIRED.
- THE DEVELOPMENT IS TO BE SERVED BY PUBLIC WATER AND PUBLIC SEWER.
- THE PROPERTY IS SHOWN ON THE FLOOD RATE INSURANCE MAP FOR THE CITY OF BANGOR, PANEL 230102D011 C, DATED MARCH 4, 2002 AS ZONE X, A NON-HAZARDOUS AREA EXCEPT FOR THE LAND ALONG THE RIVER WHICH HAS A FLOOD AE ELEVATION OF 53-54.
- SITE STREET LIGHTS ARE SHOWN ON THE PLAN. THE INTERSECTION LIGHT WAS REQUIRED BY PHASE 2 APPROVAL. PRIVATE AREA LIGHTS, AS PROVIDED BY EMERA MAINE, WILL BE PLACED ON EMERA POLES FOR STREET LIGHTING CONDITIONS. ALL OTHER SITE LIGHTS TO BE AT BUILDING ENTRANCES AND SHALL BE TYPICAL ENTRANCE LIGHTING WITH 100W INCANDESCENT EQUIVALENT MAXIMUM.

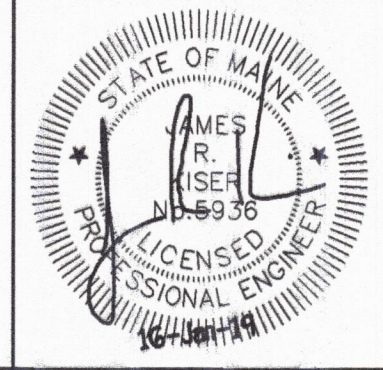
PLANNING BOARD APPROVED
FEB 19 2019
 DATE
Dan M. Hurd

SCALE: 1" = 20'
 20' 0' 20' 40' 60' 80'

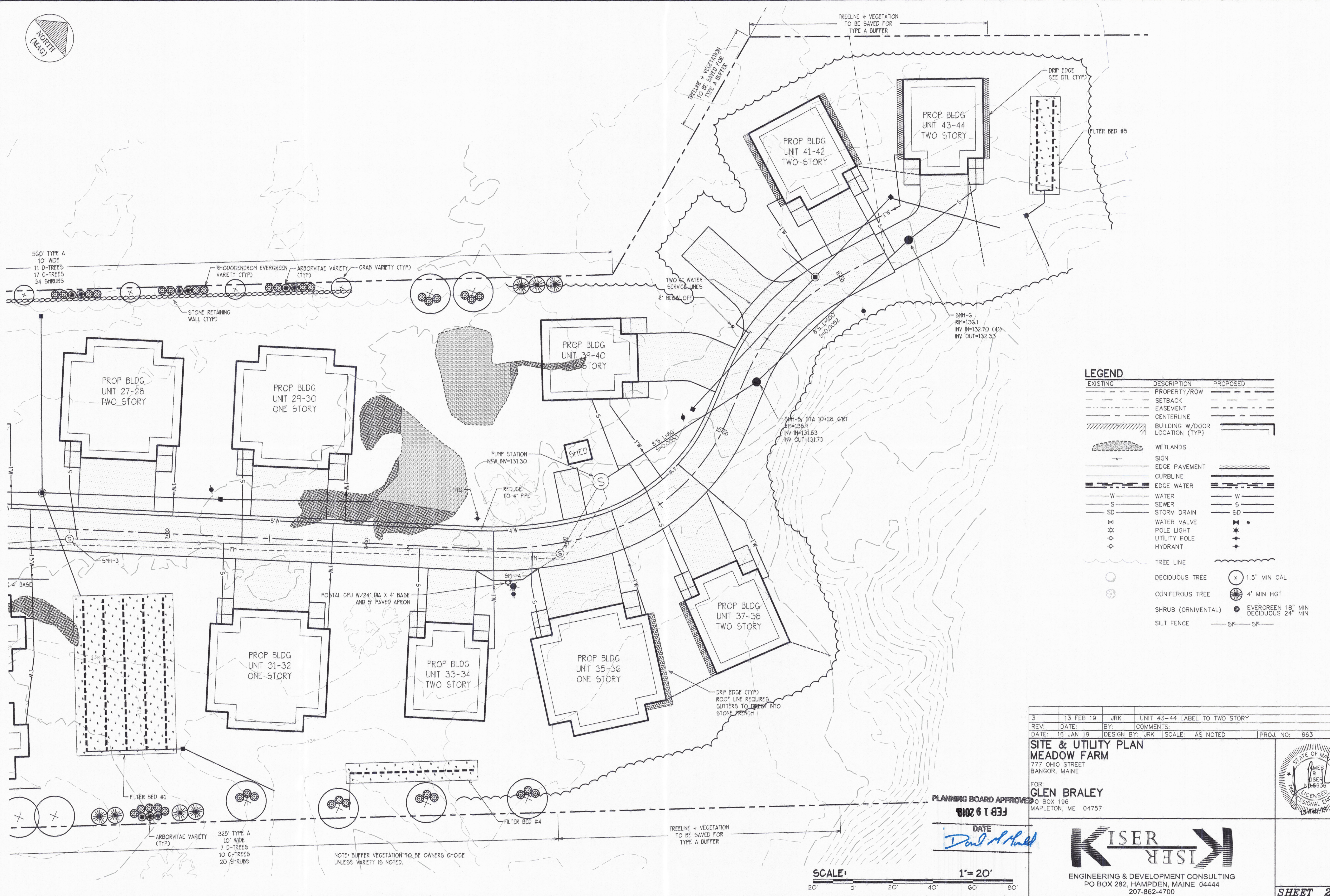
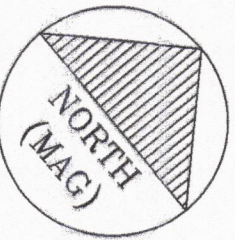
| REV. | DATE: | BY: | COMMENTS: |
|------|-----------|-----|-----------------|
| | 16 JAN 19 | JRK | SCALE: AS NOTED |

PROJ. NO: 663

SITE & UTILITY PLAN
MEADOW FARM
 777 OHIO STREET
 BANGOR, MAINE
 FOR:
GLEN BRALEY
 PO BOX 196
 MAPLETON, ME 04757



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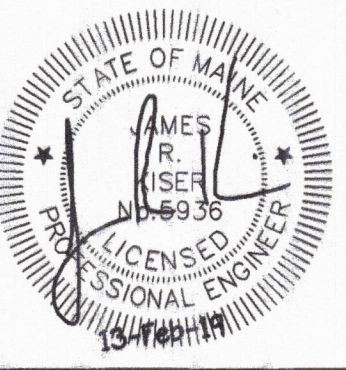
LEGEND

| EXISTING | DESCRIPTION | PROPOSED |
|----------|--------------------------------|--|
| --- | PROPERTY/ROW | --- |
| --- | SETBACK | --- |
| --- | EASEMENT | --- |
| --- | CENTERLINE | --- |
| --- | BUILDING W/DOOR LOCATION (TYP) | --- |
| --- | WETLANDS | --- |
| --- | SIGN | --- |
| --- | EDGE PAVEMENT | --- |
| --- | CURBLINE | --- |
| --- | EDGE WATER | --- |
| W | WATER | W |
| S | SEWER | S |
| SD | STORM DRAIN | SD |
| ⊗ | WATER VALVE | ⊗ |
| ⊙ | POLE LIGHT | ⊙ |
| ⊕ | UTILITY POLE | ⊕ |
| ⊖ | HYDRANT | ⊖ |
| --- | TREE LINE | --- |
| ⊙ | DECIDUOUS TREE | ⊙ 1.5" MIN CAL |
| ⊗ | CONIFEROUS TREE | ⊗ 4' MIN HGT |
| ⊕ | SHRUB (ORNAMENTAL) | ⊕ EVERGREEN 18" MIN DECIDUOUS 24" MIN |
| --- | SILT FENCE | --- SF --- SF --- |

| | | | |
|-------|-----------|----------------|-------------------------------|
| 3 | 13 FEB 19 | JRK | UNIT 43-44 LABEL TO TWO STORY |
| REV: | DATE: | BY: | COMMENTS: |
| DATE: | 16 JAN 19 | DESIGN BY: JRK | SCALE: AS NOTED |
| | | | PROJ. NO: 663 |

SITE & UTILITY PLAN
MEADOW FARM
 777 OHIO STREET
 BANGOR, MAINE

FOR:
GLEN BRALEY
 PO BOX 196
 MAPLETON, ME 04757

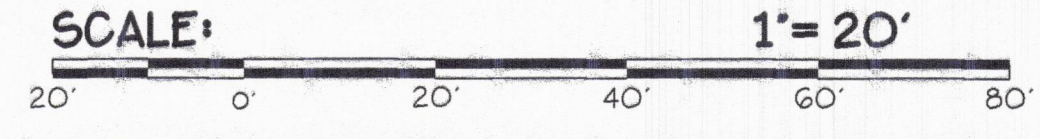


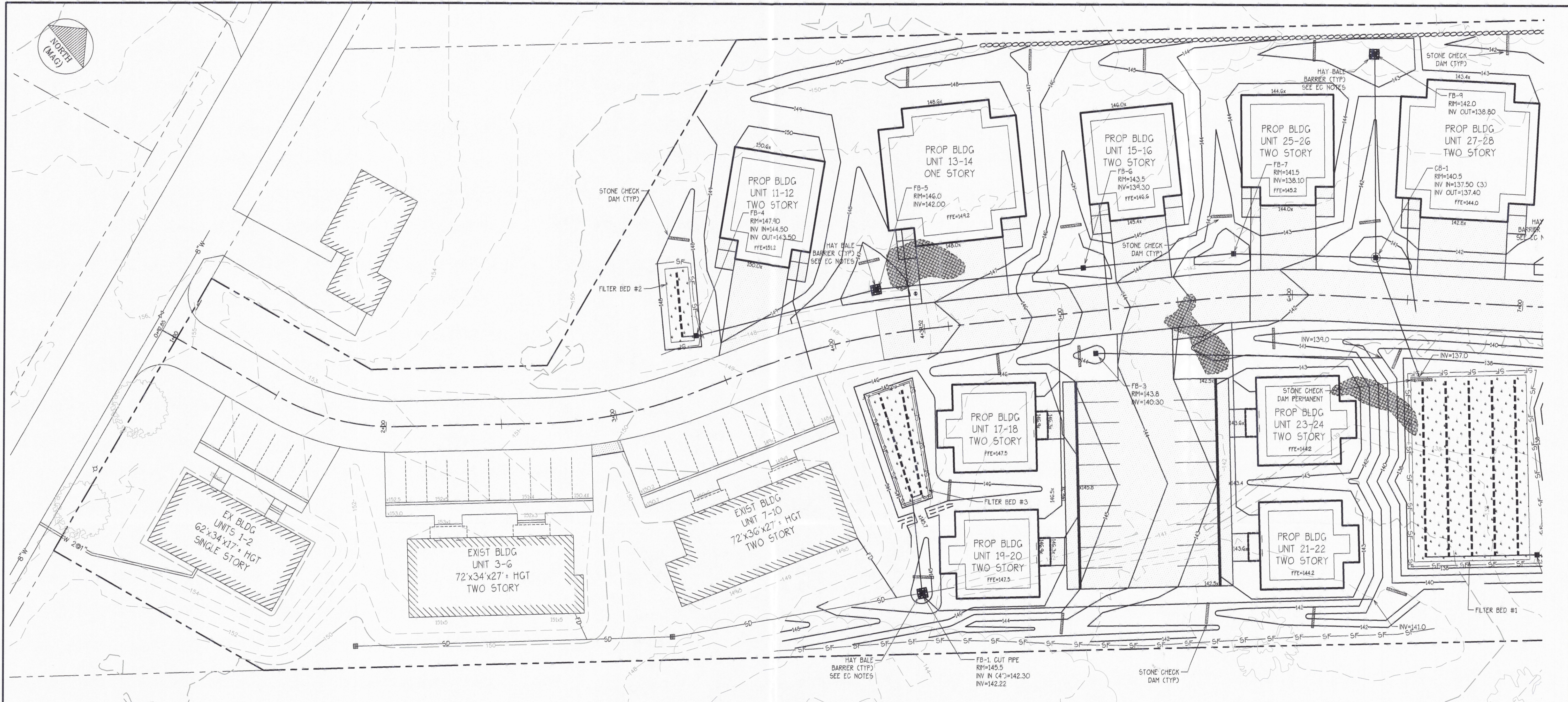
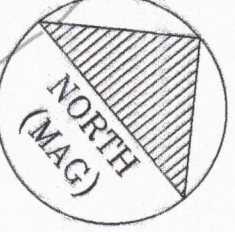
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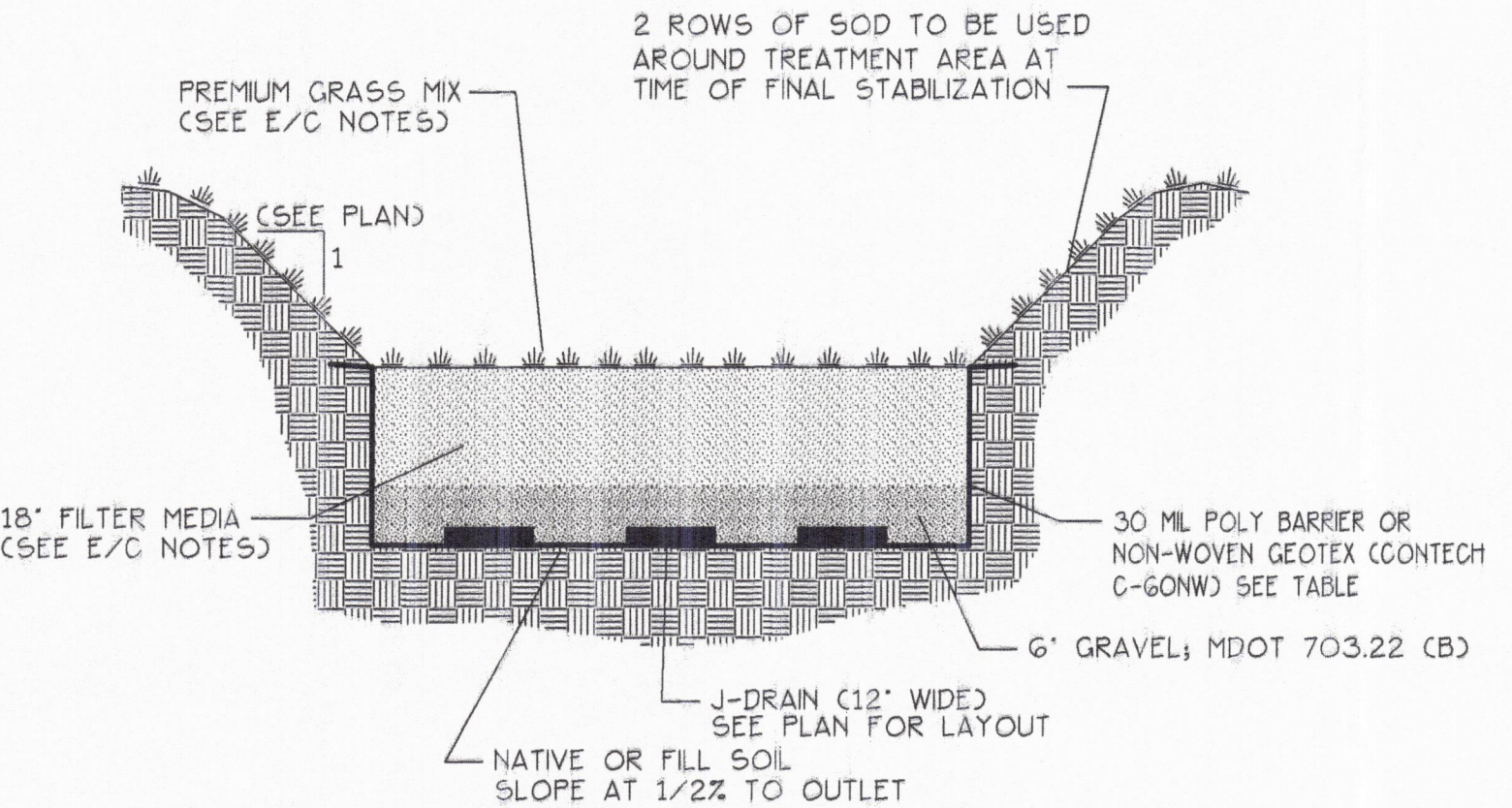
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STORMWATER TREATMENT TABLE

| FILTER BED | FILTER AREA DIM | FILTER AREA (SF) | TREATMENT VOL (CCF) | LINER | SURFACE EL | TOP OF BERM |
|------------|-----------------|------------------|---------------------|-------|------------|-------------|
| 1 | 54'x73' | 4,000 | 6,515+ | POLY | 137.0 | 134.3 |
| 2 | 10'x32' | 320 | 510+ | POLY | 147.0 | BASIN |
| 3 | 11'x49'x19' | 725 | 1,200+ | POLY | 144.5 | 146.6 |
| 4 | 10'x66' | 630 | 1,045+ | POLY | 131.0 | 135.6 |
| 5 | 15'x38' | 570 | 940+ | POLY | 131.0 | 132.6 |



FILTER BED TREATMENT SECTION
NTS

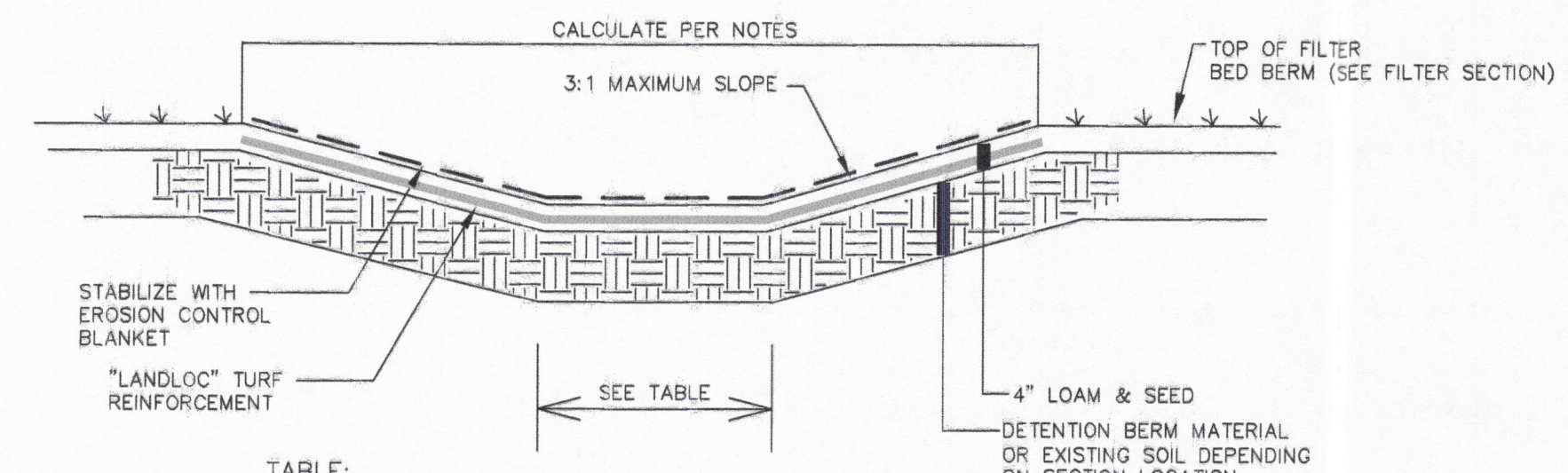
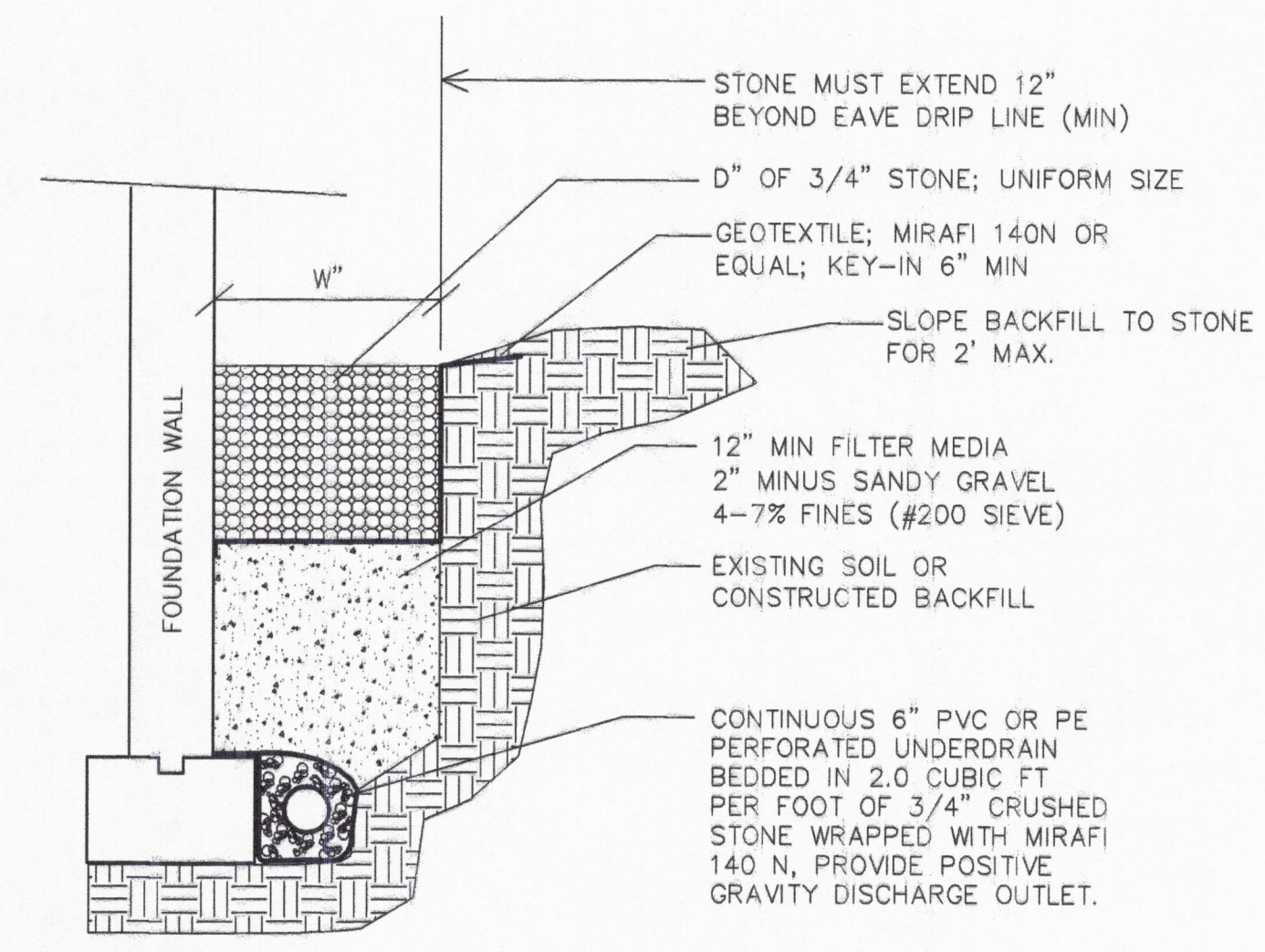


TABLE:
SPILLWAY

| | WIDTH | ELEV |
|--------------|-------|-------|
| FB 1 (BASIN) | NA | NA |
| FB 2 (BASIN) | NA | NA |
| FB 3 | 5' | 145.7 |
| FB 4 | 5' | 134.9 |
| FB 5 (BASIN) | NA | NA |

FB SPILLWAY
NTS



DRIP EDGE TREATMENT SECTION
NTS

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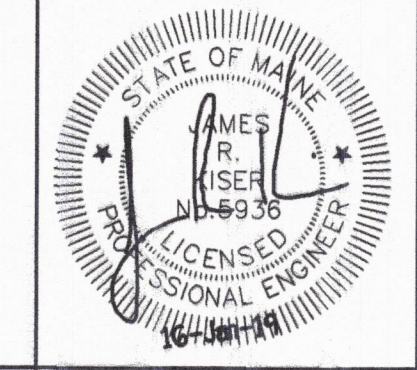
David A. Hall

SCALE: 1" = 20'

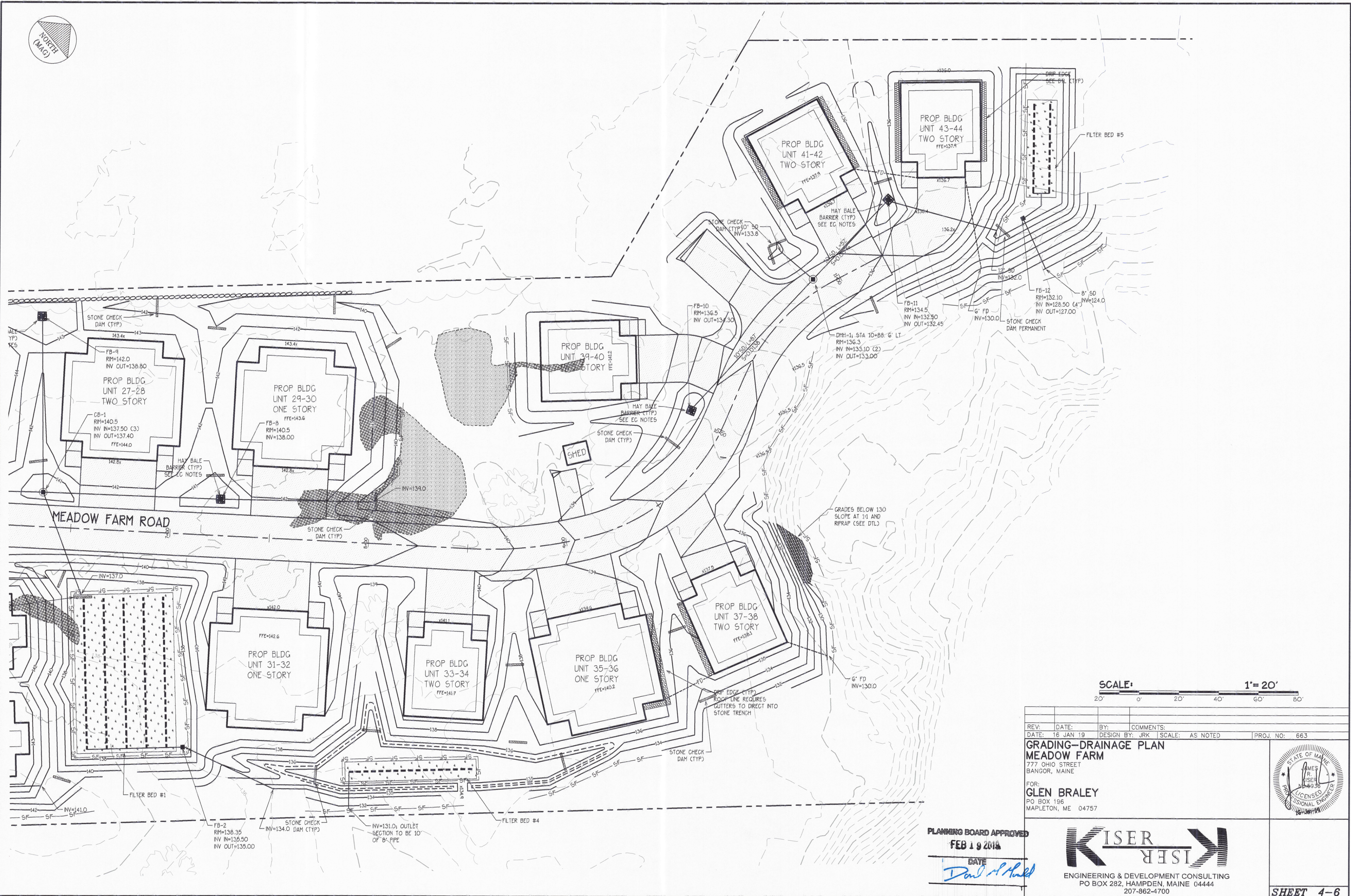
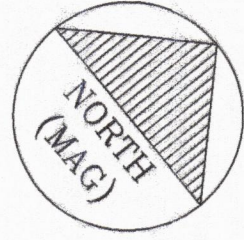
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| REV: | DATE: | BY: | COMMENTS: |
| | 16 JAN 19 | JRK | DESIGN BY: JRK SCALE: AS NOTED |

**GRADING-DRAINAGE PLAN:
MEADOW FARM**
777 OHIO STREET
BANGOR, MAINE

FOR:
GLEN BRALEY
PO BOX 196
MAPLETON, ME 04757



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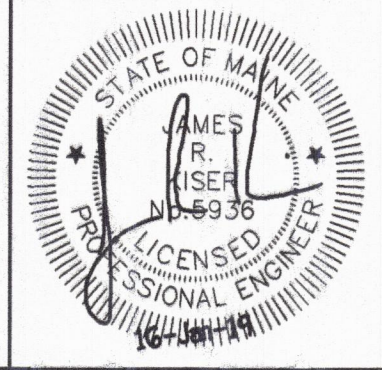


SCALE: 1" = 20'
20' 0' 20' 40' 60' 80'

| | | | |
|---------------|-----------|-----|--------------------------------|
| REV: | DATE: | BY: | COMMENTS: |
| | 18 JAN 19 | JRK | DESIGN BY: JRK SCALE: AS NOTED |
| PROJ. NO: 663 | | | |

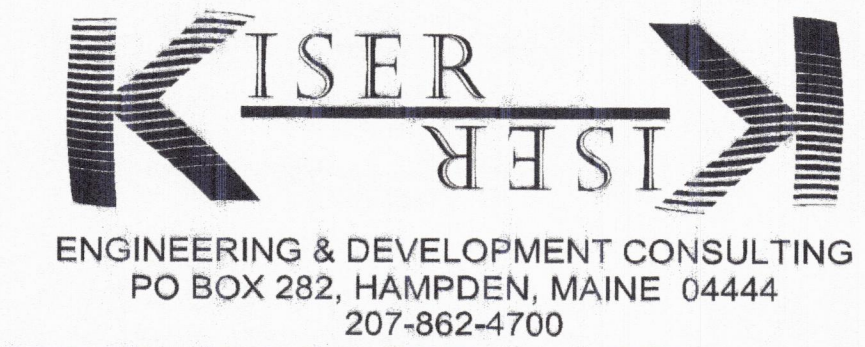
GRADING-DRAINAGE PLAN
MEADOW FARM

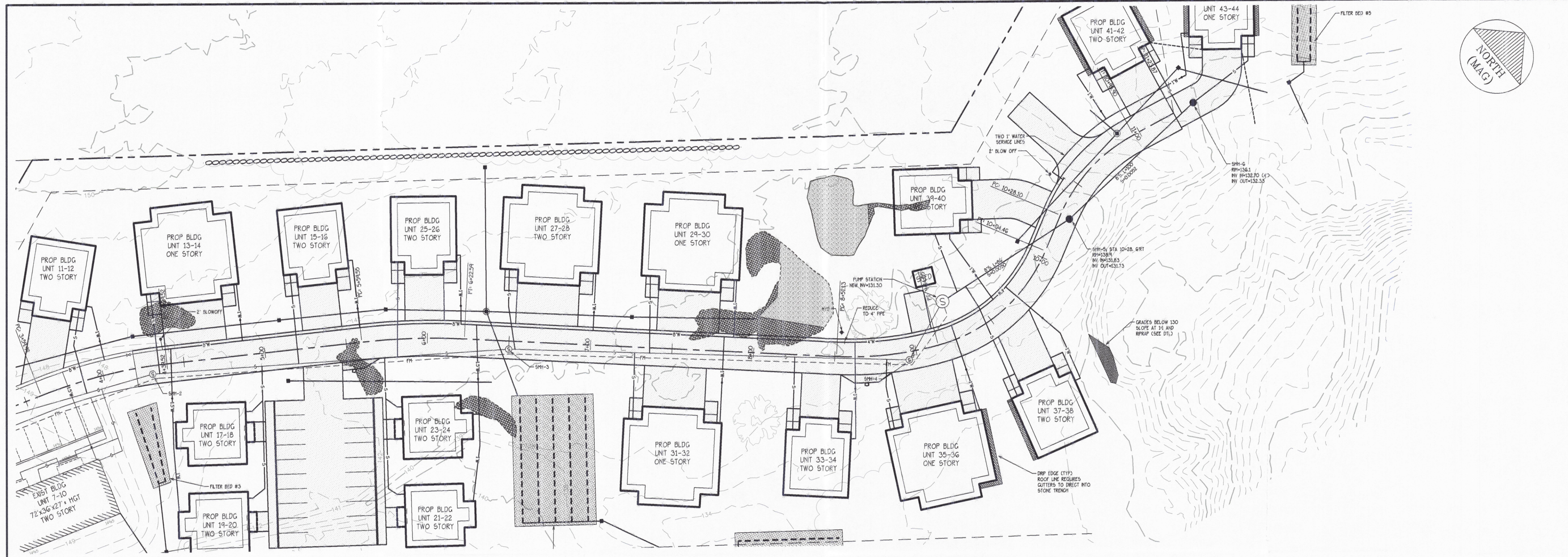
777 OHIO STREET
BANGOR, MAINE
FOR:
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MAPLETON, ME 04757



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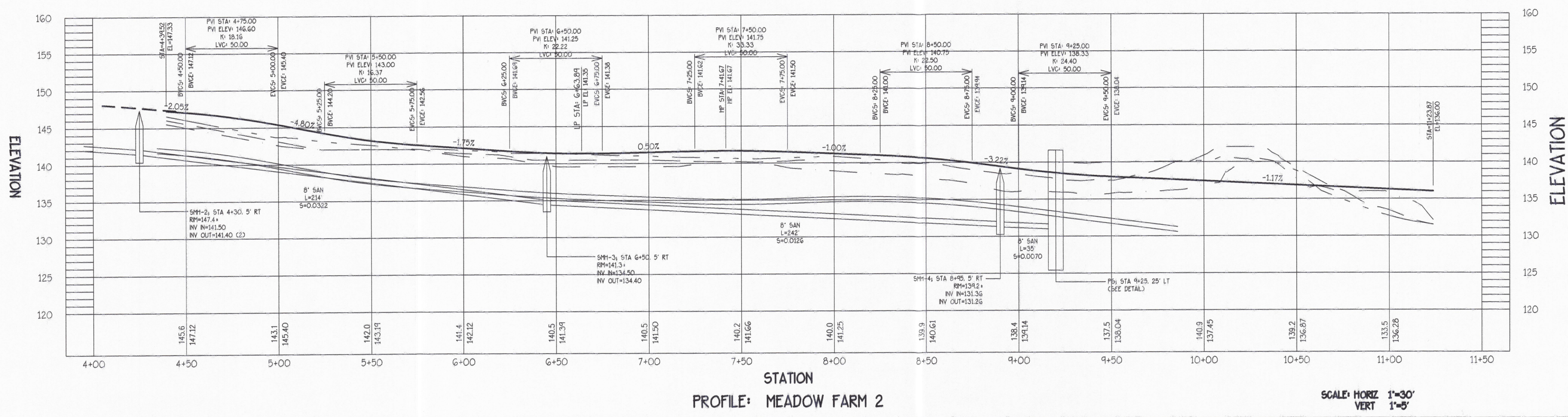
DATE
Don J. Hall





PLAN: MEADOW FARM ROAD

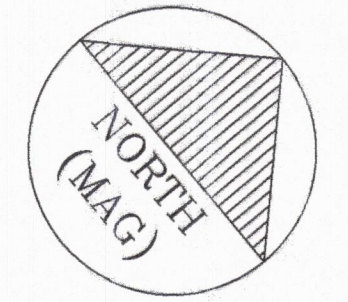
SCALE: HORIZ 1"=30'



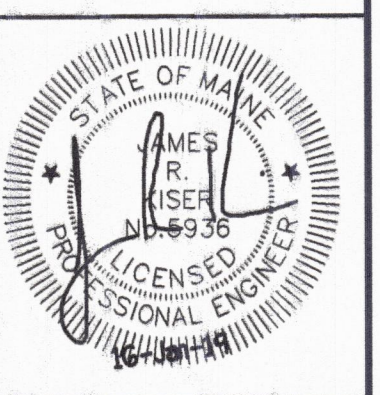
PROFILE: MEADOW FARM 2

SCALE: HORIZ 1"=30'
VERT 1"=5'

PLANNING BOARD APPROVED
FEB 19 2019
DATE
David A. Hall



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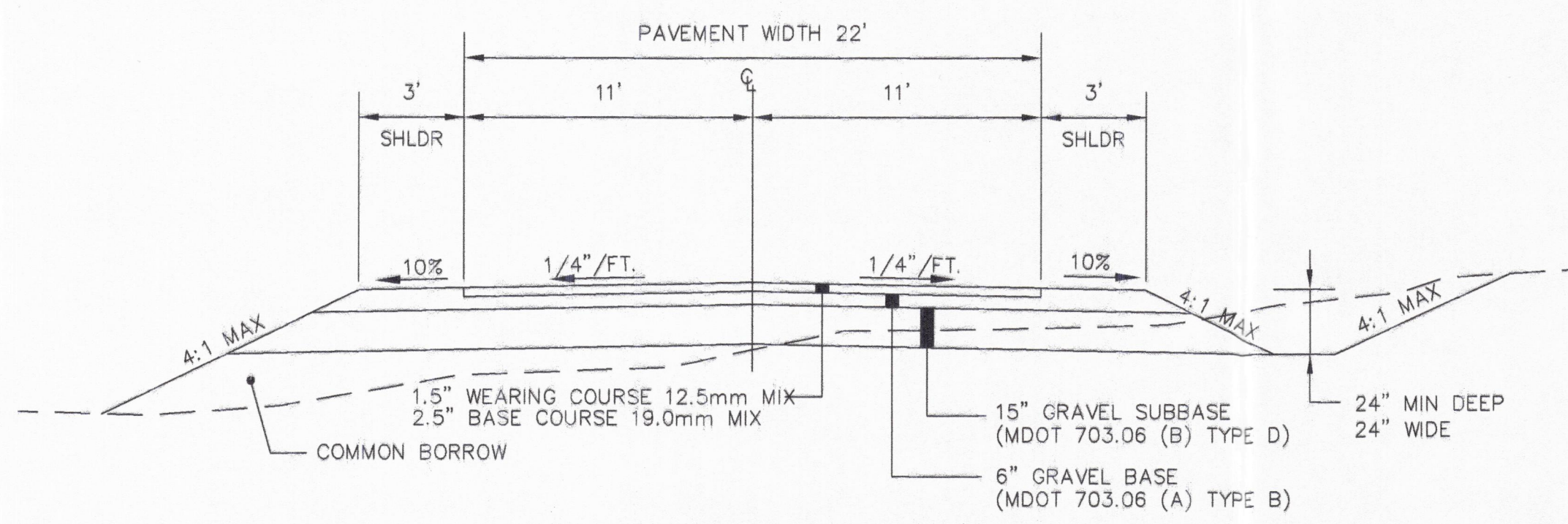


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| REV: | DATE: | BY: | COMMENTS: |
| DATE: | 16 JAN 19 | DESIGN BY: | JRK |
| SCALE: | 1"=20' | PROJ. NO.: | 663 |

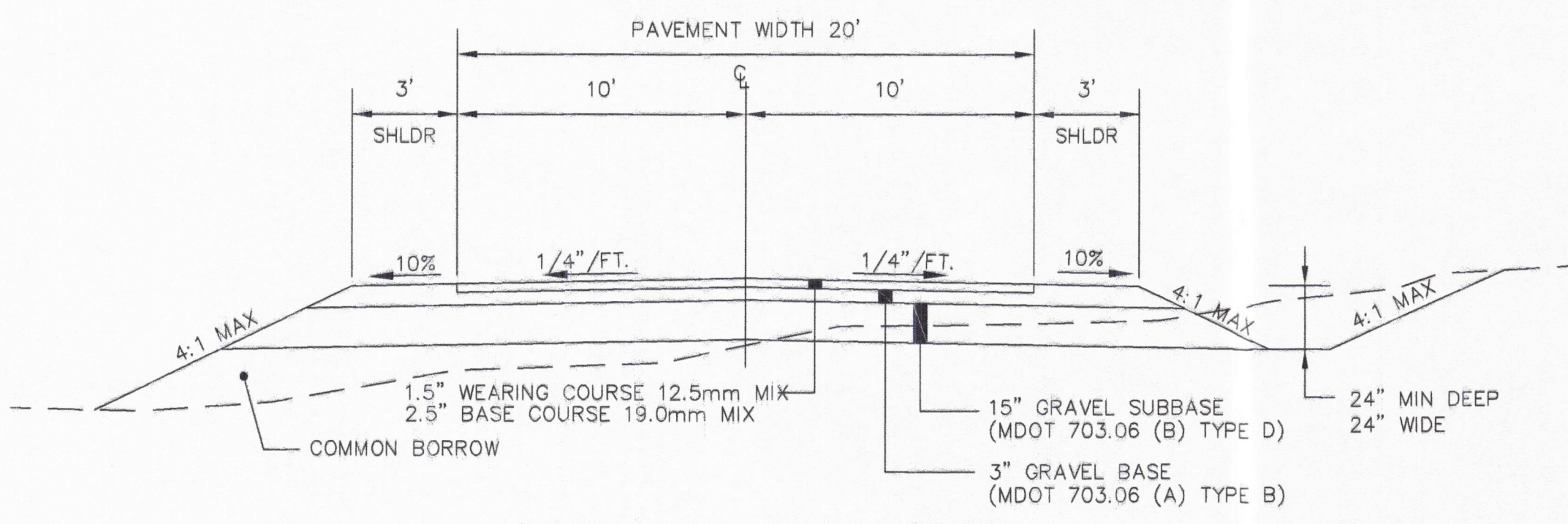
MEADOW FARM ROAD: PLAN & PROFILE
MEADOW FARM
OHIO STREET
BANGOR, MAINE
FOR: **GLEN BRALEY**
PO BOX 106
MAPLETON, ME 04757
SHEET 5-6

EROSION CONTROL NOTES:

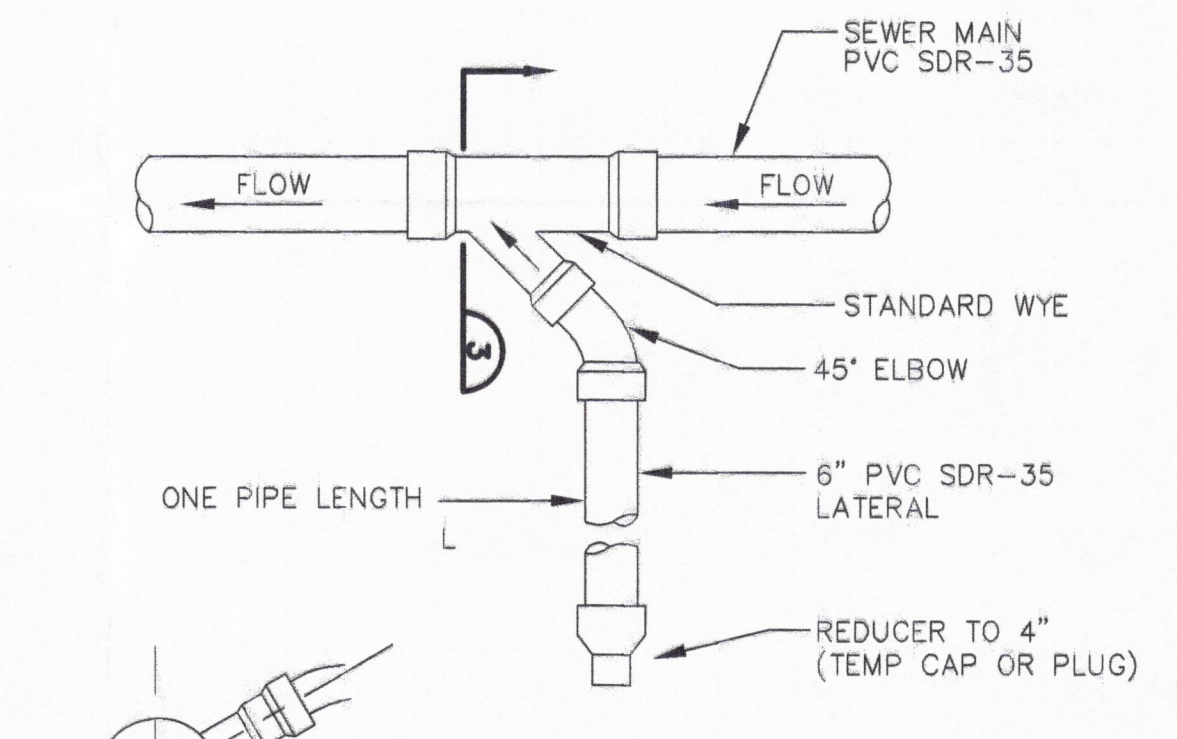
- AT THE START OF CONSTRUCTION, SILT FENCE OR EROSION CONTROL MIX BERM SHALL BE PLACED AS SHOWN ON THE PLANS AND/OR AS REQUIRED BY PROGRESSIVE CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL PROVIDE AND PLACE SILT FENCE OR HAY BALES ON AN AS NEEDED BASIS TO PROTECT THE OFF-SITE RESOURCES AGAINST EROSION DUE TO CONSTRUCTION ACTIVITIES. THE ENGINEER MAY DIRECT ADDITIONAL SILT FENCE BE PLACED BASED UPON SITE OBSERVATIONS.
- ALL EROSION CONTROL MEASURES SHALL BE INSTALLED ACCORDING TO THE SPECIFICATIONS OR MANUFACTURER'S REQUIREMENTS. CONTRACTOR SHALL MAINTAIN ALL MEASURES IN FUNCTIONING ORDER AS REQUIRED TO MINIMIZE EROSION. REFERENCE FOR INSTALLATION AND MAINTENANCE MAY BE OBTAINED FROM THE HANDBOOK "MAINE EROSION AND SEDIMENT CONTROL BMP'S". THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES AND CONSTRUCTION ACTIVITIES TO COMPLY WITH THE MGGP 2011.
- SOIL STOCKPILES ON-SITE SHALL BE PROTECTED BY SILT FENCE ON THE DOWN GRADIENT SIDE. ALL OFF-SITE STOCKPILES OR DISPOSAL SITES SHALL BE PROTECTED BY APPROPRIATE EROSION CONTROL MEASURES. STOCK PILES SHALL BE VEGETATED AS SPECIFIED IN OTHER SECTIONS. CONTRACTOR TO PROVIDE THE ENGINEER LOCATION AND ACCESS TO ANY OFF-SITE STOCKPILE.
- TEMPORARY SOIL PROTECTION MEASURES SHALL BE APPLIED TO DISTURBED SOIL AREAS NOT PROPOSED TO BE REWORKED WITH IN 14 DAY PERIOD. DURING WINTER CONSTRUCTION, HAY SHALL BE APPLIED AT THE END OF EACH DAY AND PRIOR TO THE GROUND FREEZING OR SNOWFALL.
- TEMPORARY SOIL PROTECTION:
 - SEED BED PREPARATION - SOIL SHALL BE LOOSENEED TO A DEPTH OF 2" AND TREATED WITH LIME AND FERTILIZER (10-10-10) AT RATES OF 138 AND 13.8 LB/UNT. RESPECTIVELY. A UNIT IS 1000 SF.
 - SEEDING - TEMPORARY SEEDING SHALL BE ANNUAL OR WINTER RYE PLANTED AT 15 AND 3.0 LB/UNT. RESPECTIVELY. ANNUAL RYE SHALL BE PLANTED FROM APRIL 15TH THROUGH AUGUST 15TH AND WINTER RYE TO OCTOBER 15TH. NO SEEDING SHALL OCCUR PAST OCTOBER 15TH.
 - PROTECTION OF SOIL/SEED - SEED OR SOIL SHALL BE PROTECTED WITH HAY MULCH AT A RATE OF 100 LB/UNT. A 90% COVERAGE IS REQUIRED FOR MULCH AND NETTING OR EROSION CONTROL MESH SHALL BE USED ON SLOPE OF 15% OR MORE AND THE SLOPE EXTENDS FOR MORE THAN 40 FT. SWALES SHALL USE EROSION CONTROL MESH. FOR WORK WITH IN THE SHORELAND ZONE, HAY MULCH SHALL BE APPLIED AT A RATE OF 50 LB/UNT. WINTER APPLICATION SHALL BE AT A RATE OF 150-200 LB/UNT.
 - PERMANENT SOIL PROTECTION MEASURES SHALL BE INITIATED WITH IN 7 DAYS OF FINAL GRADING OPERATIONS OR IF THE AREA WILL NOT BE WORK FOR OVER A YEAR.
- PERMANENT SOIL PROTECTION:
 - LOAM - SPREAD LOAM OVER THE DISTURBED AREA TO A DEPTH AS SPECIFIED ON THE PLANS OR 4" MIN.
 - SEED BED PREPARATION - THE SEED BED SHALL BE LOOSENEED AND TREATED WITH LIME AND FERTILIZER (10-20-20) AT RATES OF 138 AND 13.8 LB/UNT RESPECTIVELY AND WORKED INTO THE SOIL PRIOR TO SEED APPLICATION.
 - SEEDING - ALL SEED SHALL BE A PREMIUM SEED MIXTURE SUITABLE FOR THE AREA TO BE SEEDED. ALL SEEDING SHALL BE COMPLETED PRIOR TO OCTOBER 15TH.
 - PROTECTION - SEED SHALL BE PROTECTED BY HAY MULCH APPLIED AT 100 LB/UNT AND ANCHORED WITH RM FLUX OR EROSPARY 70. HAY MULCH WITH NETTING OR EROSION CONTROL MESH SHALL BE PLACED ON SLOPES GREATER THAN 8% AND 40 FT LONG AND AT THE BOTTOM OF ALL SWALES. THE OWNER'S REPRESENTATIVE MAY REQUIRE EROSION CONTROL MESH IF DRAINAGE/SLOPE CONDITIONS MERIT THE SUBSTITUTION.
 - DURING CONSTRUCTION GRADING, THE CONTRACTOR SHALL INSTALL STONE CHECK DAMS AS SHOWN ON THE PLANS OR IN AREAS EXHIBING CONCENTRATED WATER FLOWS. UPON FINAL STABILIZATION (VEGETATION ESTABLISHMENT), THE CHECK DAMS SHALL BE REMOVED.
 - FIELD BASINS SHALL BE PROTECTED BY HAY BALE BARRIERS OR SEDIMENT SACKS AT THE TIME OF INSTALLATION AND BASINS WITHIN VEGETATED AREAS SHALL USE 2 ROWS OF SOD AROUND THE GRATE AT THE TIME OF FINAL STABILIZATION.
 - THE CONTRACTOR SHALL INSTALL AND MAINTAIN A CONSTRUCTION ENTRANCE AT THE ACCESS TO OHIO STREET. THE ENTRANCE SHALL BE MAINTAINED PER THE DETAIL AND OHIO STREET SHALL BE KEPT CLEAN OF ANY CONSTRUCTION DEBRIS.
 - DURING DRY WEATHER, THE CONTRACTOR SHALL MINIMIZE DUST EMISSIONS BY APPLICATION OF WATER AND/OR CALCIUM ON AN AS NEEDED BASIS.
 - SOD SHALL BE USED TO STABILIZE DISTURBED AREAS AT THE INLETS AND OUTLETS OF ALL STORM DRAIN INLETS + OUTLETS AND FIELD BASINS. UNLESS OTHERWISE NOTED ON THE PLANS, TWO ROWS OF SOD SHALL BE USED TO STABILIZE CATCH BASIN INLETS DURING FINAL LOAMING AND SEEDING.
 - DEWATERING FLOWS SHALL BE DIRECTED TO TEMPORARY SEDIMENT BASINS OR EXISTING VEGETATED AREAS. FLOWS SHALL NOT BE DISCHARGED TO DISTURBED AREAS.
 - INSPECTION AND MAINTENANCE (BY THE OWNER OR CONTRACTOR'S QUALIFIED REPRESENTATIVE):
 - A VISUAL INSPECTION SHALL BE PERFORMED WEEKLY OR AFTER SIGNIFICANT RAINFALL EVENTS (GREATER THAN 0.1"). REPAIR STRUCTURES AS REQUIRED AND WITHIN 7 DAYS OR THE NEXT STORM EVENT.
 - SEDIMENT FROM BEHIND SILT FENCE, STONE CHECK DAMS AND/OR HAY BALES SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6" AND REGARDED INTO THE SITE.
 - SEEDED AREAS SHALL BE INSPECTED EVERY 7 DAYS UNTIL 75% COVERAGE IS ACHIEVED. SEED FAILURES SHALL BE RESEEDED AND THE CONTRACTOR SHALL PROVIDE APPROPRIATE SOIL MOISTURE CONDITIONS.
 - EROSION CONTROL MEASURES SHALL BE REMOVED BY THE CONTRACTOR ONCE 90% VEGETATION COVERAGE HAS BEEN ESTABLISHED OR WITHIN 30 DAYS AFTER PERMANENT STABILIZATION MEASURES. THESE AREAS SHALL BE GRADED AND STABILIZED UPON REMOVAL.
 - THE INSPECTOR SHALL KEEP A LOG OF ACTIVITIES INCLUDING DATES, OBSERVATIONS AND CORRECTIVE ACTIONS, IF NEEDED.



MEADOW FARM ROAD SECTION
NOT TO SCALE

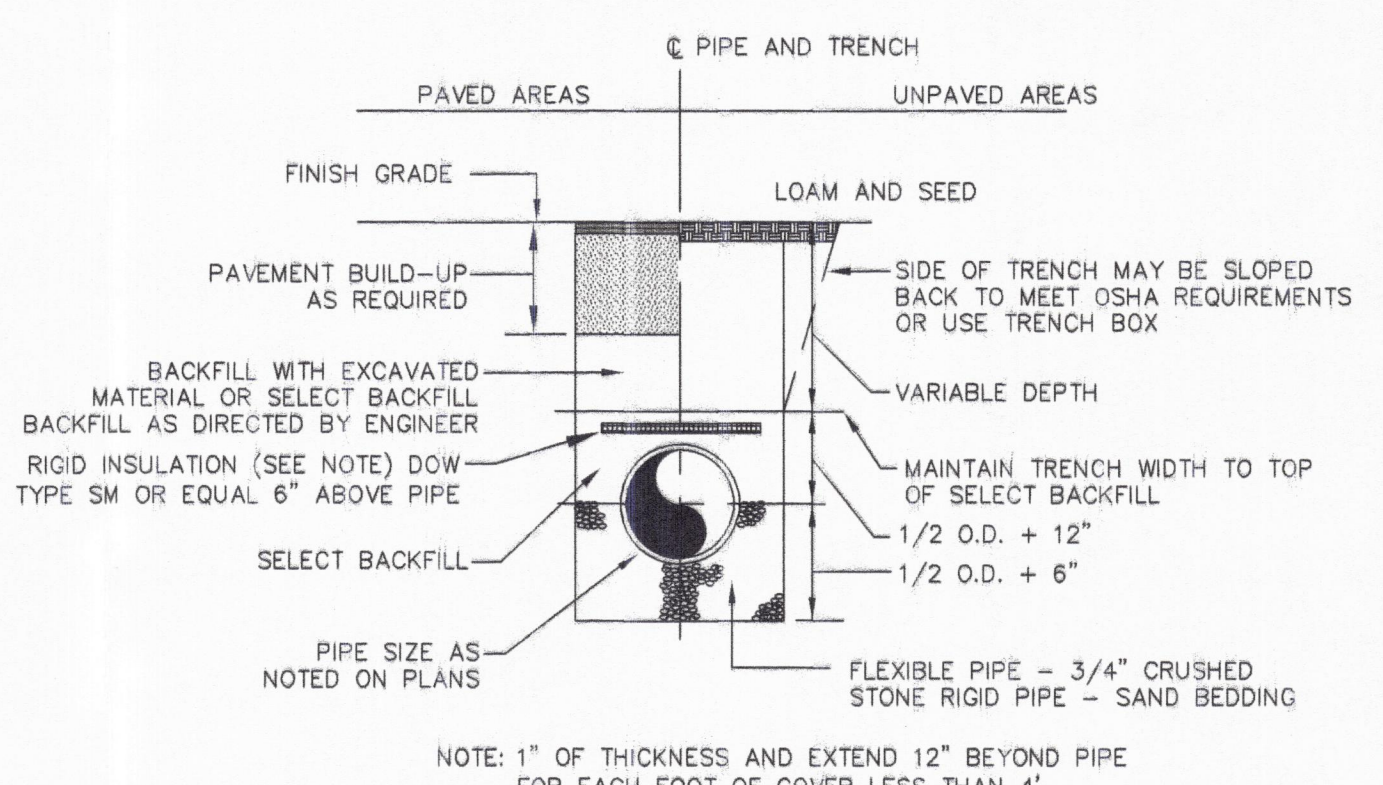


COMMON DRIVEWAY SECTION
NOT TO SCALE

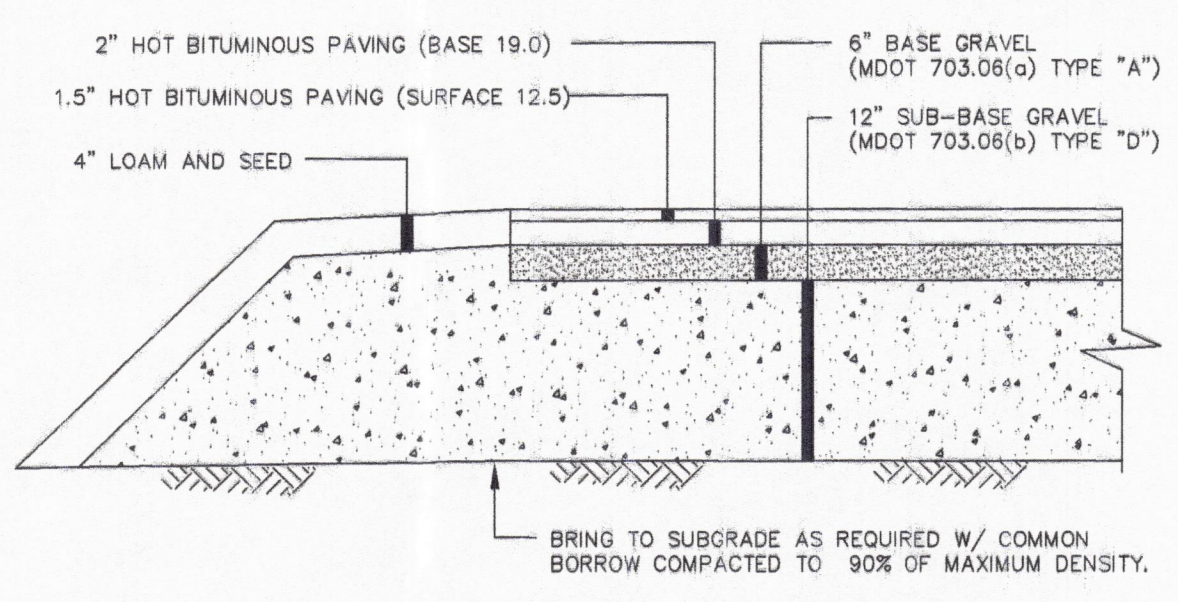


- NOTES:**
- IF LIFT STATION IS UTILIZED INSTALL CHECK VALVE AT PUMP OUTLET.
 - WITH LIFT STATION, SERVICE TO BE INSTALLED AS SHOWN WITH GRAVITY FLOW FROM LOT LINE TO MAIN.
 - ROTATION ANGLE (45° MAX) ABOVE SPRING LINE AS NEEDED TO AVOID OTHER UTILITIES.

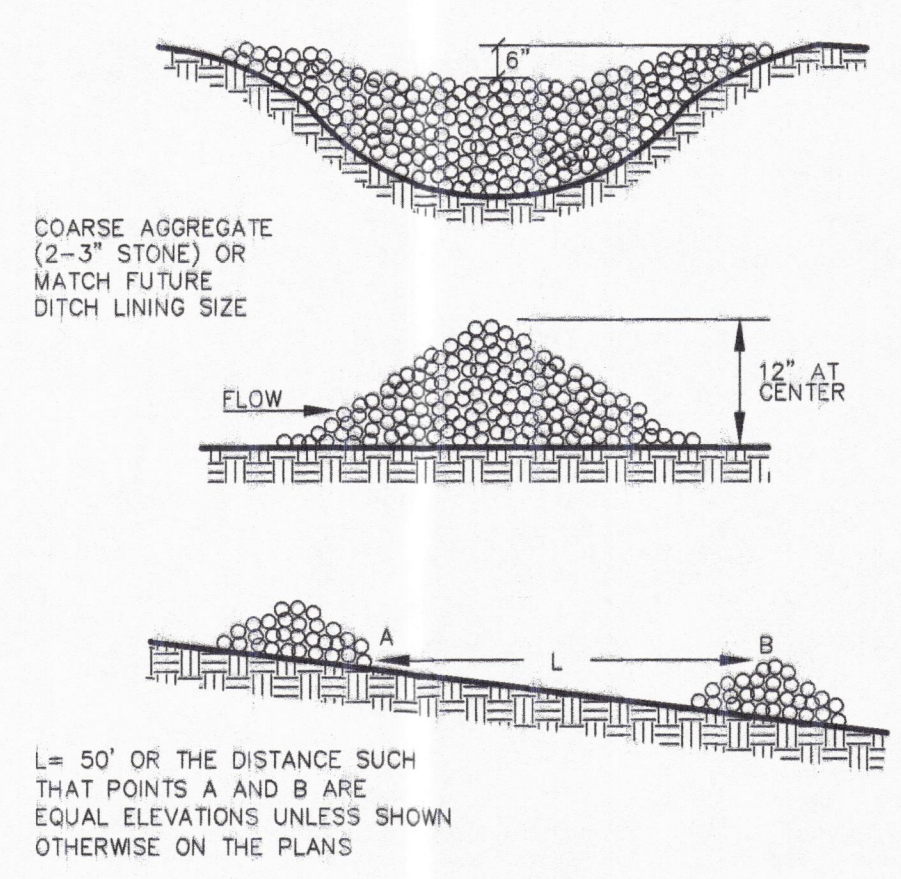
SEWER SERVICE CONNECTION
N.T.S.



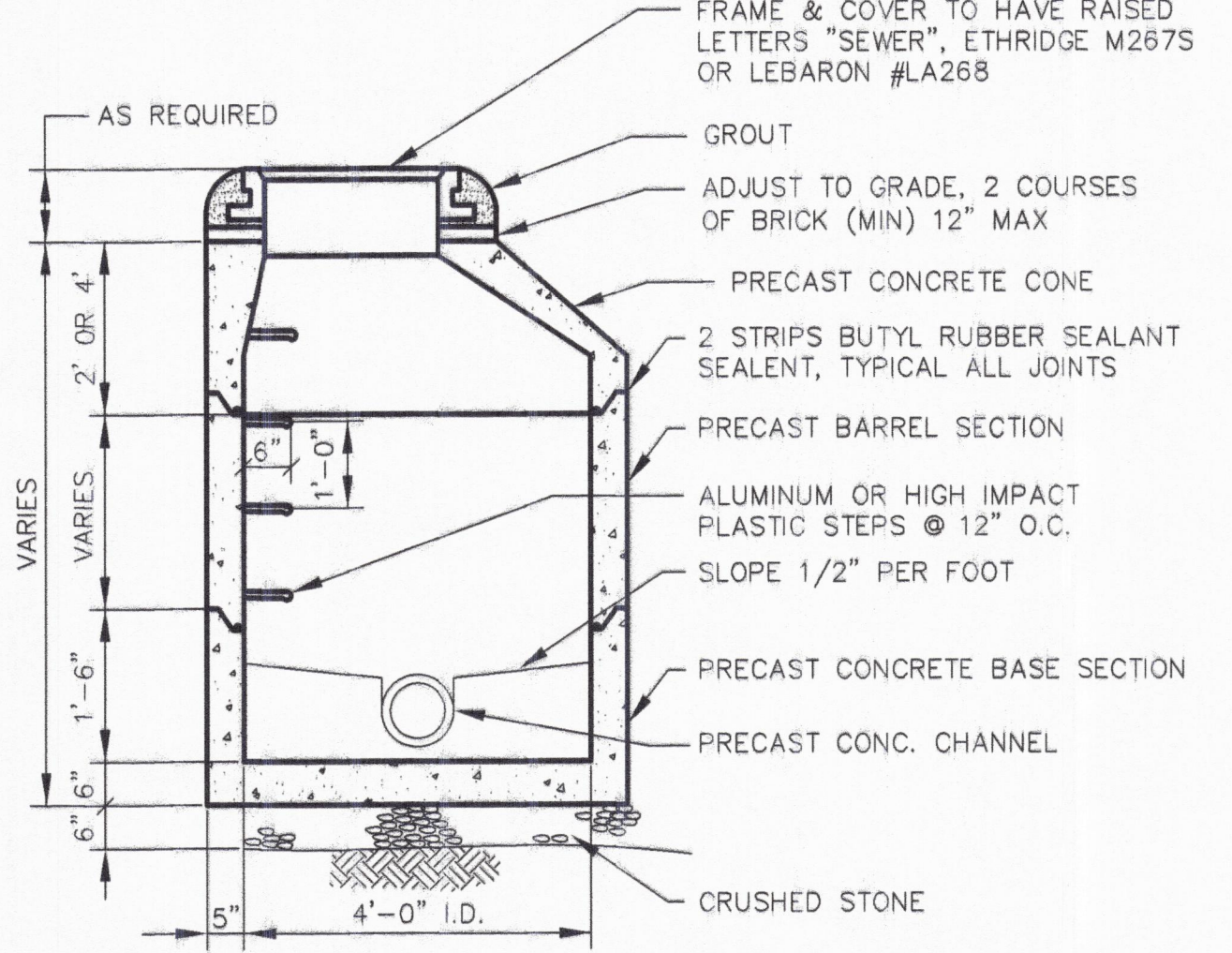
TYPICAL TRENCH SECTION
NTS



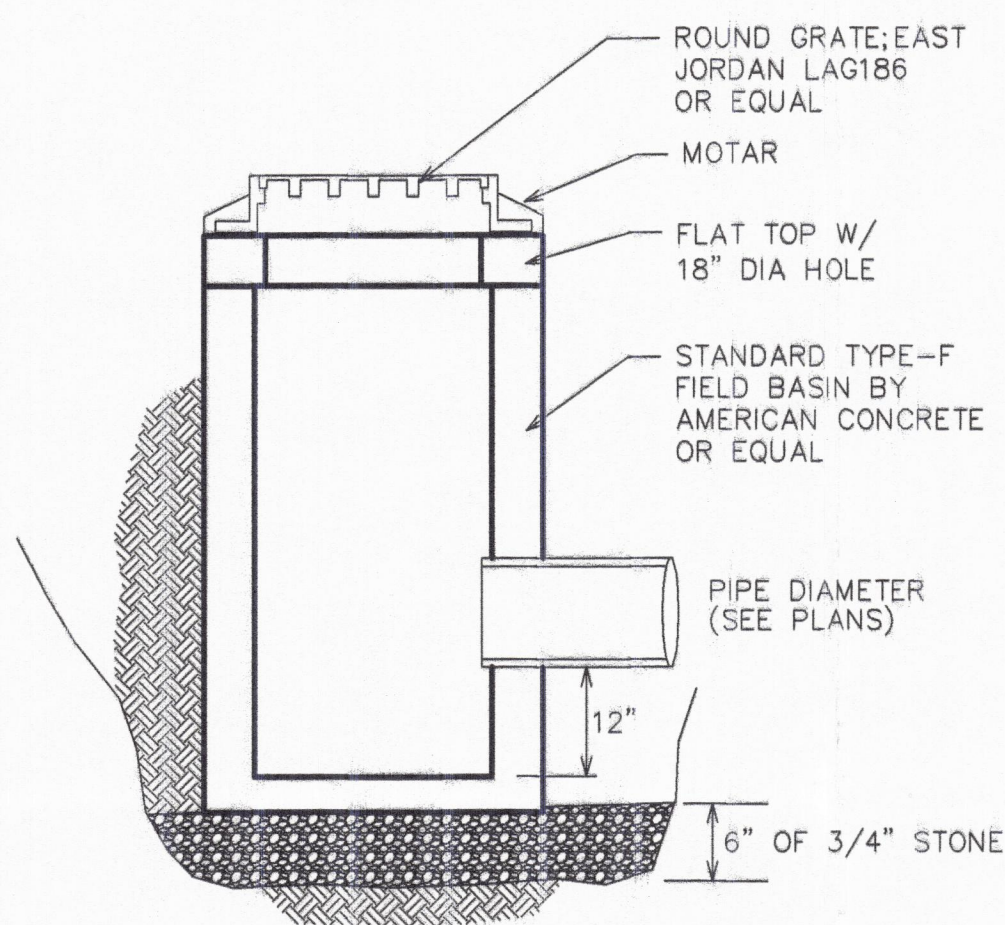
TYPICAL PAVING SECTION
NOT TO SCALE



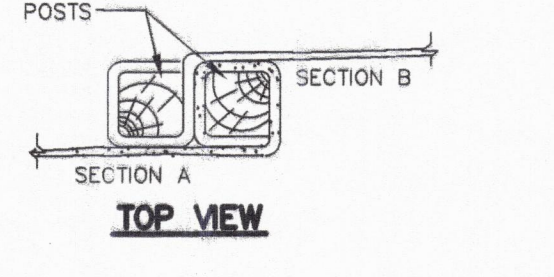
STONE CHECK DAM
NTS



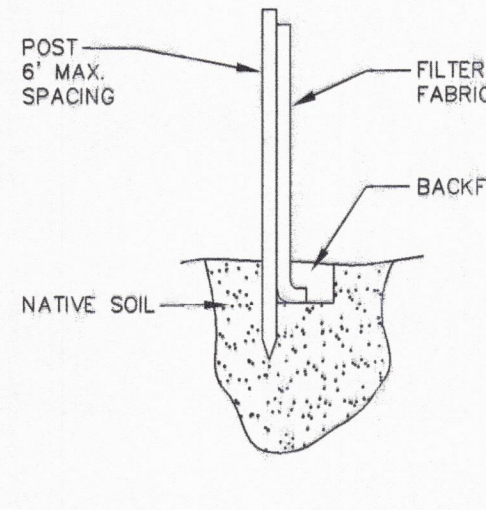
PRECAST MANHOLE
NTS



TYPE F FIELD BASIN DETAIL
NOT TO SCALE

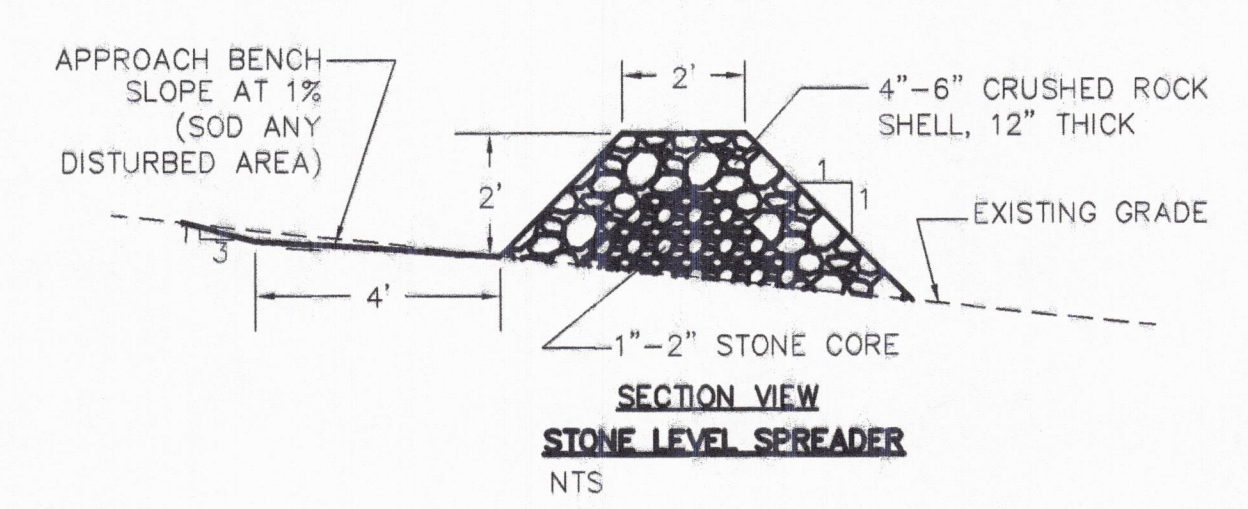


TOP VIEW

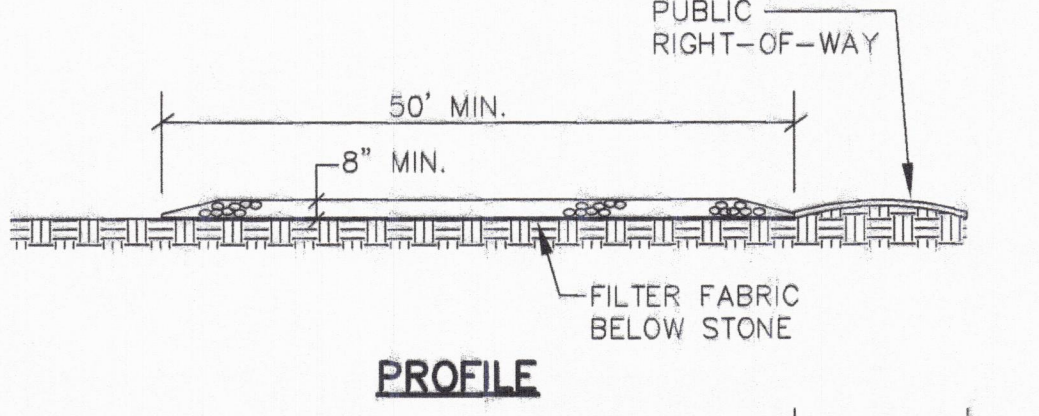


- INSTALLATION:**
- EXCAVATE A 6" x 6" TRENCH ALONG THE LINE OF PLACEMENT FOR THE FILTER BARRIER.
 - UNROLL A SECTION AT A TIME AND POSITION THE POSTS AGAINST THE BACK (DOWNSTREAM) WALL OF THE TRENCH.
 - DRIVE POSTS INTO THE GROUND UNTIL APPROXIMATELY 2" OF FABRIC IS LYING ON THE TRENCH BOTTOM.
 - LAY THE TOE-IN FLAP OF FABRIC ONTO THE UNDISTURBED BOTTOM OF THE TRENCH. BACKFILL THE TRENCH AND TAMP THE SOIL. TOE-IN CAN ALSO BE ACCOMPLISHED BY LAYING THE FABRIC FLAP ON UNDISTURBED GROUND AND PILING AND TAMPING FILL AT THE BASE, BUT MUST BE ACCOMPANIED BY AN INTERCEPTION DITCH.
 - JOIN SECTION AS SHOWN ABOVE.
 - BARRIER SHALL BE MIRAFI SILT FENCE OR EQUAL.

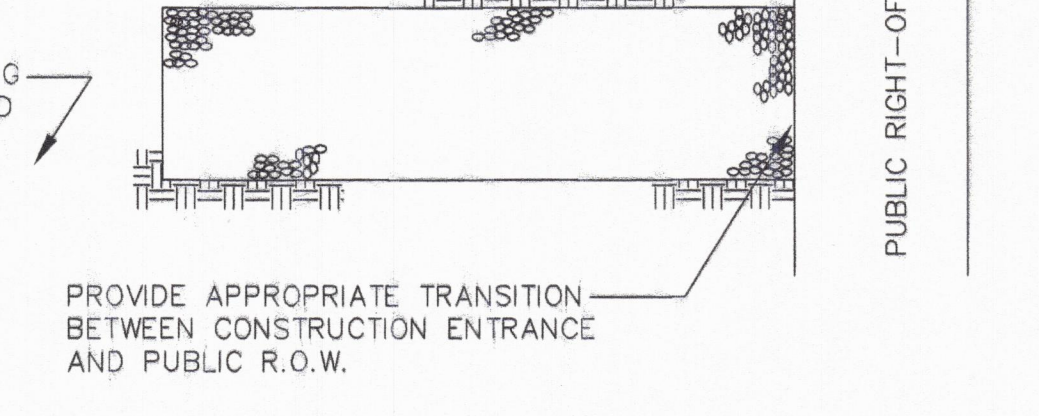
SILT FENCE
NTS



SECTION VIEW
STONE LEVEL SPREADER
NTS



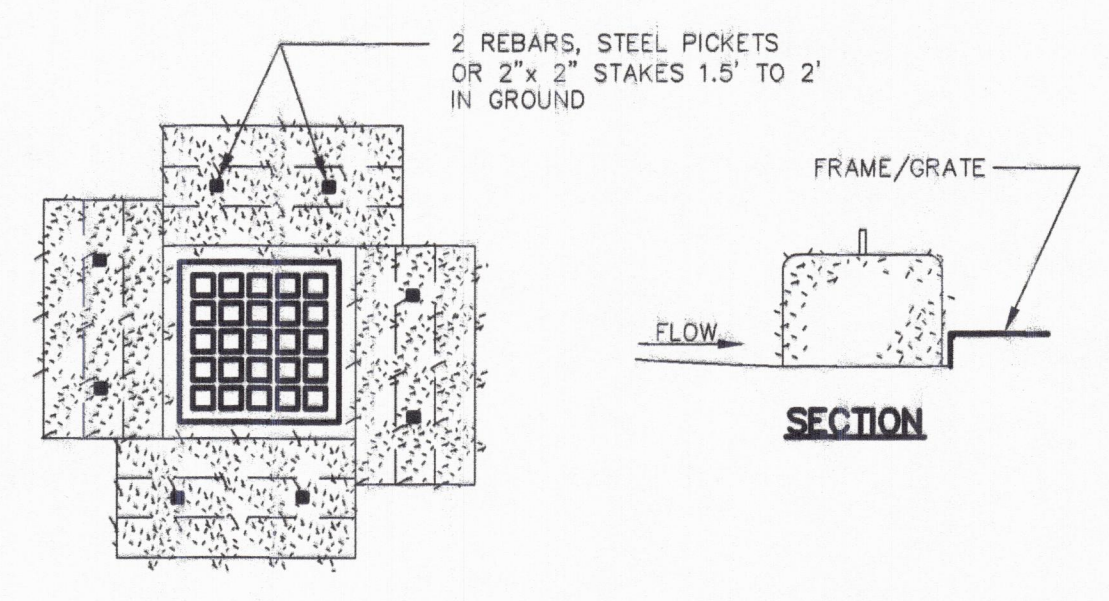
PROFILE



PLAN

- NOTES:**
- STONE SIZE - 2" TO 3" CRUSHED STONE.
 - LENGTH - AS SHOWN ON PLANS, MIN. 50 FEET.
 - THICKNESS - NOT LESS THAN EIGHT (8) INCHES.
 - WIDTH - NOT LESS THAN FULL WIDTH OF ALL POINT OF INGRESS OR EGRESS.
 - MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAY MUST BE REMOVED IMMEDIATELY.

STABILIZED CONSTRUCTION ENTRANCE
NTS



SECTION

- NOTES:**
- BALES SHALL BE PLACED WITH ENDS TIGHTLY ABUTTING THE ADJACENT BALES.
 - INSPECTION SHALL BE FREQUENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
 - BALES SHALL BE REMOVED WHEN VEGETATION IS ESTABLISHED SO AS NOT TO BLOCK OR IMPEDE DRAINAGE.

HAY BALE BARRIER
NTS

CONSTRUCTION NOTES

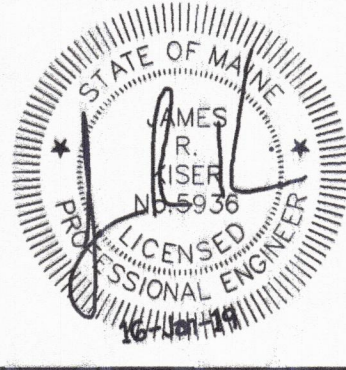
- ALL EXISTING UTILITIES SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. TEST PITS MAY BE REQUIRED. DIG SAFE SHALL BE NOTIFIED PRIOR TO THE START OF CONSTRUCTION.
- BENCHMARK FOR THE PROJECT IS THE ARROW NUT ON THE HYDRANT LOCATED ON OHIO STREET IN FRONT OF UNIT 1. ELEVATION IS 157.04
- ALL TREES SHALL BE CLEARED TO THE LIMITS OF THE GRADING SHOWN ON THE PLAN.
- OVERHEAD UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE STANDARDS OF EMERA MAINE. IF INSTALLED BY A PRIVATE CONTRACTOR, CONSTRUCTION PLANS SHALL BE APPROVED BY BANGOR HYDRO.
- SEWER CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF BANGOR'S STANDARDS. GRAVITY SEWER MAIN SHALL BE PVC, SDR35 OR APPROVED EQUAL AND BE CONSTRUCTED TO THE LINE AND GRADE SHOWN ON THE PLANS. SEWER PIPE AND STRUCTURES SHALL BE PRESSURE AND VACUUM TESTED.
- GRAVITY SEWER SERVICES TO BE INSTALLED TO THE LIMIT SHOWN ON THE PLAN. FUTURE CONNECTION WILL BYPASS TEMPORARY LIFT STATIONS. SERVICE ENDS TO BE MARKED WITH PAINTED SIGN POST AND/OR MAGNETIC SERVICE MARKER.
- STORM DRAIN SHALL BE "PERFORATED" SMOOTH WALL PIPE INCLUDING HDPE OR PVC. EXPOSED INLETS AND OUTLETS SHALL BE HDPE. DAYLIGHT PIPE SECTIONS SHALL NOT BE PERFORATED.
- WATER MAIN CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE BANGOR WATER DISTRICT'S STANDARDS. THE WATER MAIN PIPE SHALL BE 8" DI CLASS 52 PIPE WITH INSTALLATION AT 9" OFF THE CENTERLINE AND BURIED AT A 5' MINIMUM TO 6' MAX DEPTH. THE CONTRACTOR SHALL OBTAIN A COPY OF THE DISTRICT'S SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION. THE WATER MAIN SHALL REMAIN PRIVATE.
- THE WATER MAIN SHALL MAINTAIN A 10' HORIZONTAL AND 18' VERTICAL SEPARATION FROM SEWER PIPES AND SERVICES UNLESS APPROVED BY THE DISTRICT.
- WATER SERVICES TO BE INSTALLED TO THE CURB STOPS SHOWN ON THIS PLAN. PIPE MATERIAL MAY BE HDPE CTS, CLASS 200, SDR 9. TRACE WIRE SHALL BE USED TO MARK NON-METALLIC PIPE LOCATION.
- FOUNDATION DRAINS SHALL INSTALL A BACKFLOW VALVE.

| | | | |
|-----------|-----------|----------------|---------------|
| REV: | DATE: | BY: | COMMENTS: |
| DATE: | 16 JAN 19 | DESIGN BY: JRK | SCALE: 1"=20' |
| PROJ. NO: | 663 | | |

DETAILS
MEADOW FARM
OHIO STREET
BANGOR, MAINE

FOR:
GLEN BRALEY
PO BOX 196
MAPLETON, ME 04757

PLANNING BOARD APPROVED
FEB 19 2018
DATE
Dan A. Hall



KISER

ENGINEERING & DEVELOPMENT CONSULTING
PO BOX 282, HAMPDEN, MAINE 04444
207-862-4700



LEGEND

| SYMBOL | DESCRIPTION |
|--------|------------------------------------|
| --- | LOCUS/PROPOSED PROPERTY LINE |
| --- | ABUTTING PROPERTY LINE |
| --- | SETBACK |
| --- | PROPOSED CENTERLINE |
| ● | IRON PIPE/ROD FOUND |
| ● | 3/4" REBAR (TO BE) SET |
| --- | WETLANDS W/IMPACT AREA |
| --- | PROPOSED BUILDING |
| --- | EXISTING BUILDING |
| --- | TREELINE EXIST |
| --- | EXISTING PAVEMENT |
| --- | PROP PAVEMENT |
| ○ | EXIST TREE |
| --- | STORMWATERTREATMENT NATURAL BUFFER |

- GENERAL NOTES:**
- RECORD OWNER OF PROPERTY IS GLENDON BRALEY, MAPLETON, MAINE BY DEED RECORDED IN PENOBSCOT COUNTY RD BOOK 13677, PAGE 134.
 - THE HAMLIN PARCEL WAS DIVIDED OUT OF THE LOCUS PROPERTY BY DEED DATED MAY 8, 2006 AND RECORDED IN PCRD BOOK 10427, PAGE 185.
 - THE PROPERTY IS SHOWN ON BANGOR'S TAX MAP R34 AS LOT 1B. THE PROPERTY IS 9.2+ AC.
 - THE PROPERTY IS LOCATED IN THE LDR DISTRICT WITH LAND ON THE RIVER FRONT IN THE RP DISTRICT.

| SPACE AND BULK ATTACH RES. |
|----------------------------|
| MIN LOT SIZE 3.0 AC |
| MIN LOT WIDTH 100 FT |
| FRONT YARD 30 FT |
| SIDE YARD 20 FT |
| REAR YARD 25 FT |
| MAX AREA DENSITY 5 DU/AC |
| MAX BLDG DENSITY 6 DU/BLDG |
| MAX HGT 35 FT |
| MAX LOT COVERAGE 25% |
| MAX IMPERVIOUS RATIO 0.30 |
| MIN OPEN SPACE 35% |
| BUFFER YARD* A |

* SIDE AND REAR YARD AND 'C' FOR PARKING AGAINST LDR DISTRICT.
 - BOUNDARY SURVEY PREPARED BY PERRY LAND SURVEYING, ETNA MAINE. TOPOGRAPHIC MAPPING PREPARED BY AERIAL LIDAR COMPILATION BY THE STATE OF MAINE.
 - WETLANDS MAPPED BY MOYSE ENVIRONMENTAL SERVICES, BANGOR, MAINE. WETLAND LIMITS WERE LOCATED USING GPS EQUIPMENT WITH +3' ACCURACY. TOTAL WETLAND AREA IS 5.440+ SF. WETLANDS NOT DELINEATED OR MAPPED IN THE RP DISTRICT. TOTAL WETLAND IMPACT IS 5.370+ SF.
 - DEVELOPMENT SUMMARY:

| | |
|-----------------------|----------|
| TOTAL PARCEL AREA | 9.2 AC |
| MAX # OF UNITS | 46 UNITS |
| TOTAL OPEN SPACE | 3.4+ AC |
| OPEN SPACE PERCENTAGE | 37.0% |
| IMPERVIOUS RATIO | 0.249 |
| LOT COVERAGE | 11.1% |
 - TOTAL IMPERVIOUS AREA FOR THE NEW ROAD, DRIVEWAYS AND BUILDINGS IS 1.93 AC. TOTAL DEVELOPED AREA IS 4.2+ AC. A DEP STORMWATER LAW PERMIT IS REQUIRED.
 - THE DEVELOPMENT IS TO BE SERVED BY PUBLIC WATER AND PUBLIC SEWER.
 - THE PROPERTY IS SHOWN ON THE FLOOD RATE INSURANCE MAP FOR THE CITY OF BANGOR, PANEL 2301020011 C, DATED MARCH 4, 2002 AS ZONE X, A NON-HAZARDOUS AREA EXCEPT FOR THE LAND ALONG THE RIVER WHICH HAS A FLOOD AE ELEVATION OF 53-54.
 - SITE STREET LIGHTS ARE SHOWN ON THE PLAN. THE INTERSECTION LIGHT WAS REQUIRED BY PHASE 2 APPROVAL. PRIVATE AREA LIGHTS, AS PROVIDED BY EMERA MAINE, WILL BE PLACED ON EMERA POLES FOR STREET LIGHTING CONDITIONS. ALL OTHER SITE LIGHTS TO BE AT BUILDING ENTRANCES AND SHALL BE TYPICAL ENTRANCE LIGHTING WITH 100W INCANDESCENT EQUIVALENT MAXIMUM.

- SUBDIVISION AMENDMENTS:**
- THIS PLAN IS AN AMENDMENT TO "SUBDIVISION PLAN; AMENDED, MEADOW FARM" PREPARED BY KISER & KISER COMPANY AND PERRY LAND SURVEYING DATED 2 NOV 20 AND RECORDED IN THE PENOBSCOT COUNTY REGISTRY OF DEEDS MAP FILE # 2020-79 ON DECEMBER 30, 2020.
 - THIS AMENDMENT IS FOR THE RECONFIGURATION OF BUILDINGS AND PARKING CONFIGURATION AND A REDUCTION IN IMPERVIOUS AREAS.

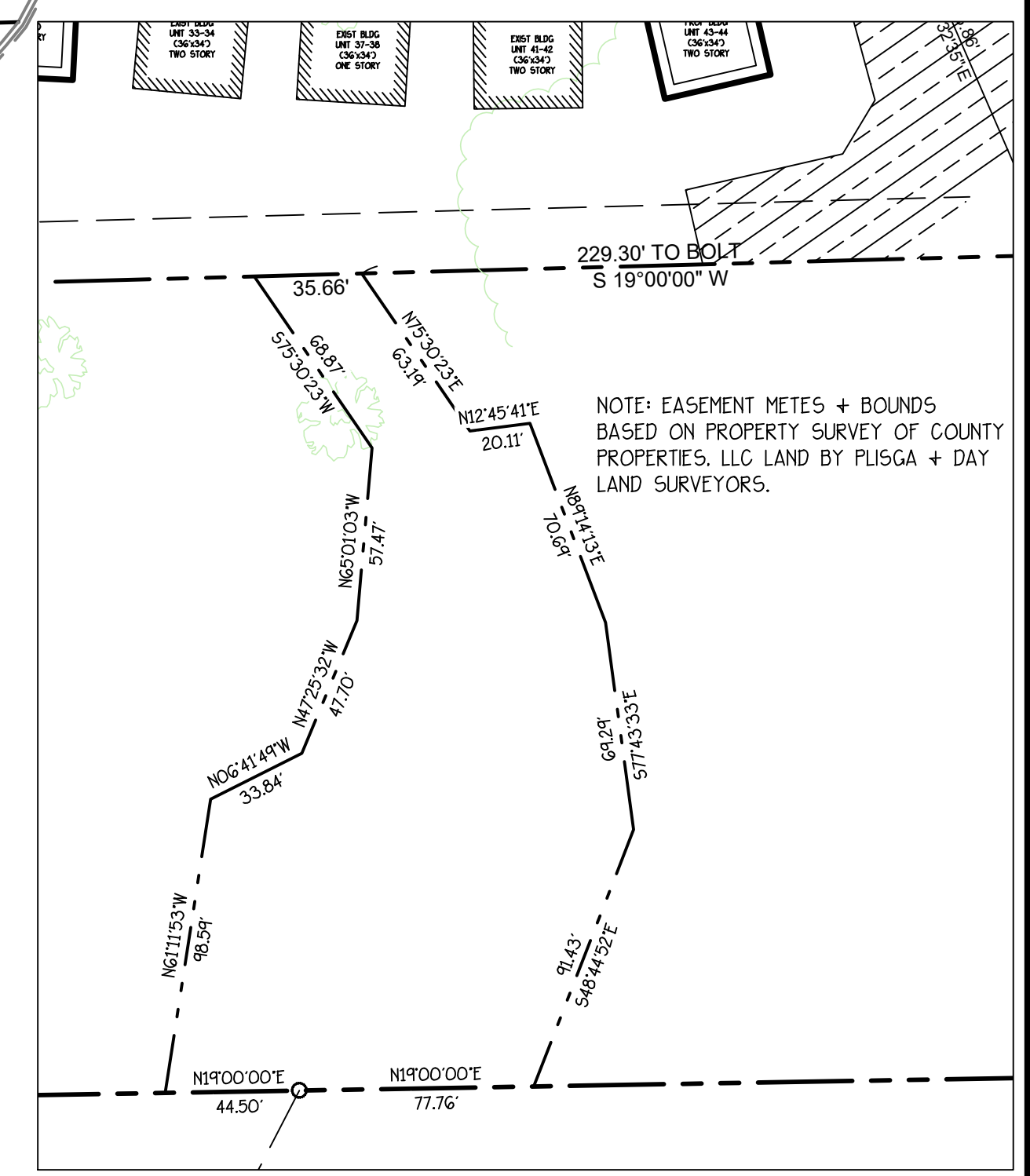
STATE OF MAINE
 PENOBSCOT, SS
 REGISTRY OF DEEDS
 RECEIVED AND FILED

20____

____ h ____ m ____ M

ATTEST: _____ REGISTER

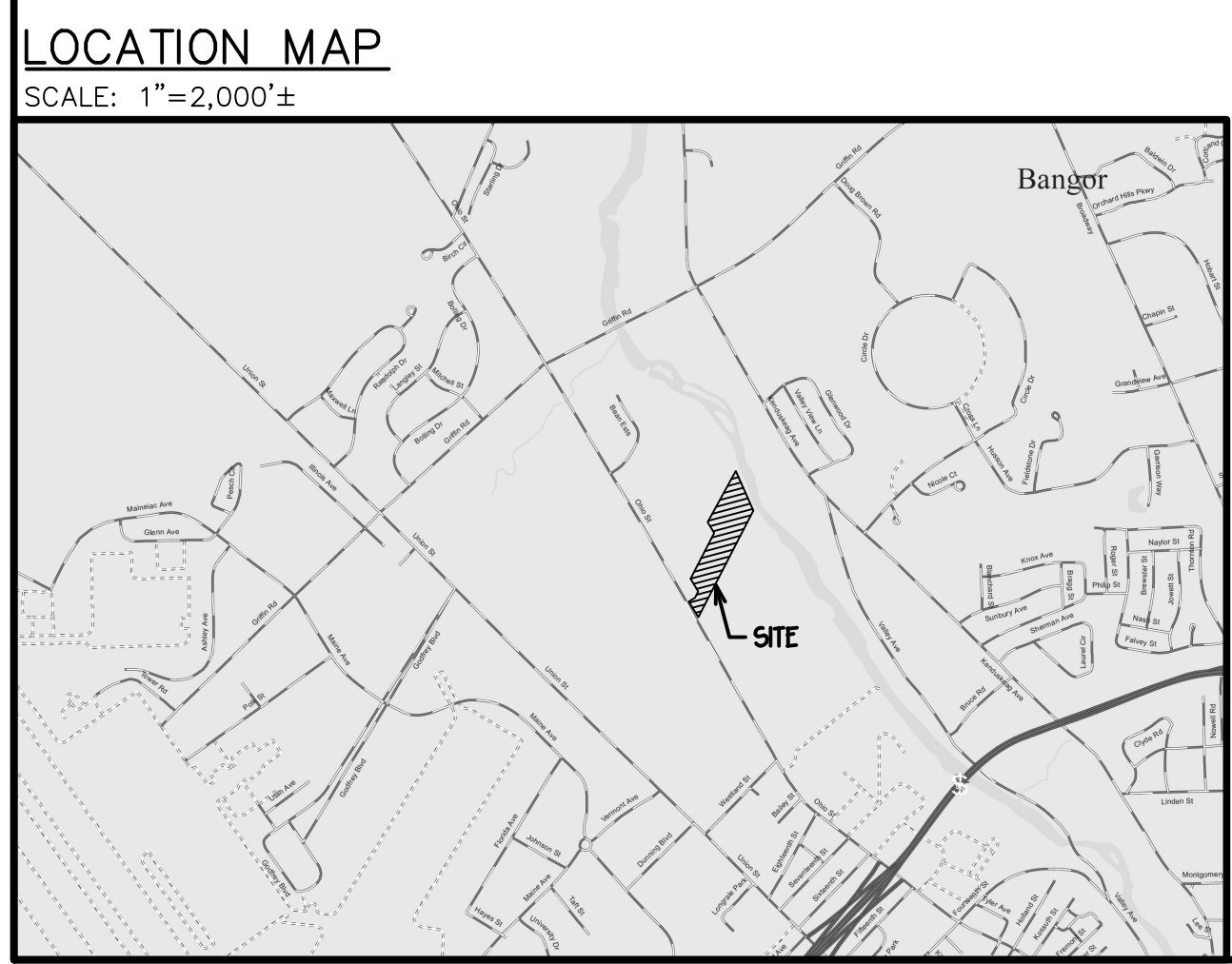
RECORDED AS MAP FILE: _____



DRAINAGE EASEMENT
 SCALE: 1"=50'

SCALE: 1"=50'

50' 0' 50' 100' 150' 200'



PERRY LAND SURVEYING
 SINCE 1979

ALAN R. PERRY PLS 2194
 20 SHORE LANE ETNA ME. 04434
 (207) 269-2971 (207) 942-6909
 email - alan@perrylandsurveying.com

SURVEY STANDARD

THIS PLAN WAS PREPARED FROM INFORMATION OBTAINED BY A SURVEY CONFORMING SUBSTANTIALLY TO THE REQUIREMENTS OF TECHNICAL STANDARDS CONTAINED IN CHAPTER 90-PART 2 OF THE RULES OF THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS, EFFECTIVE APRIL 1, 2001.

ALAN R. PERRY
 2194
 PROFESSIONAL LAND SURVEYOR

ALAN R. PERRY, PROFESSIONAL LAND SURVEYOR NO. 2194
 20 SHORE LANE, ETNA, ME 04434; (207) 269-2971

PLANNING BOARD APPROVAL

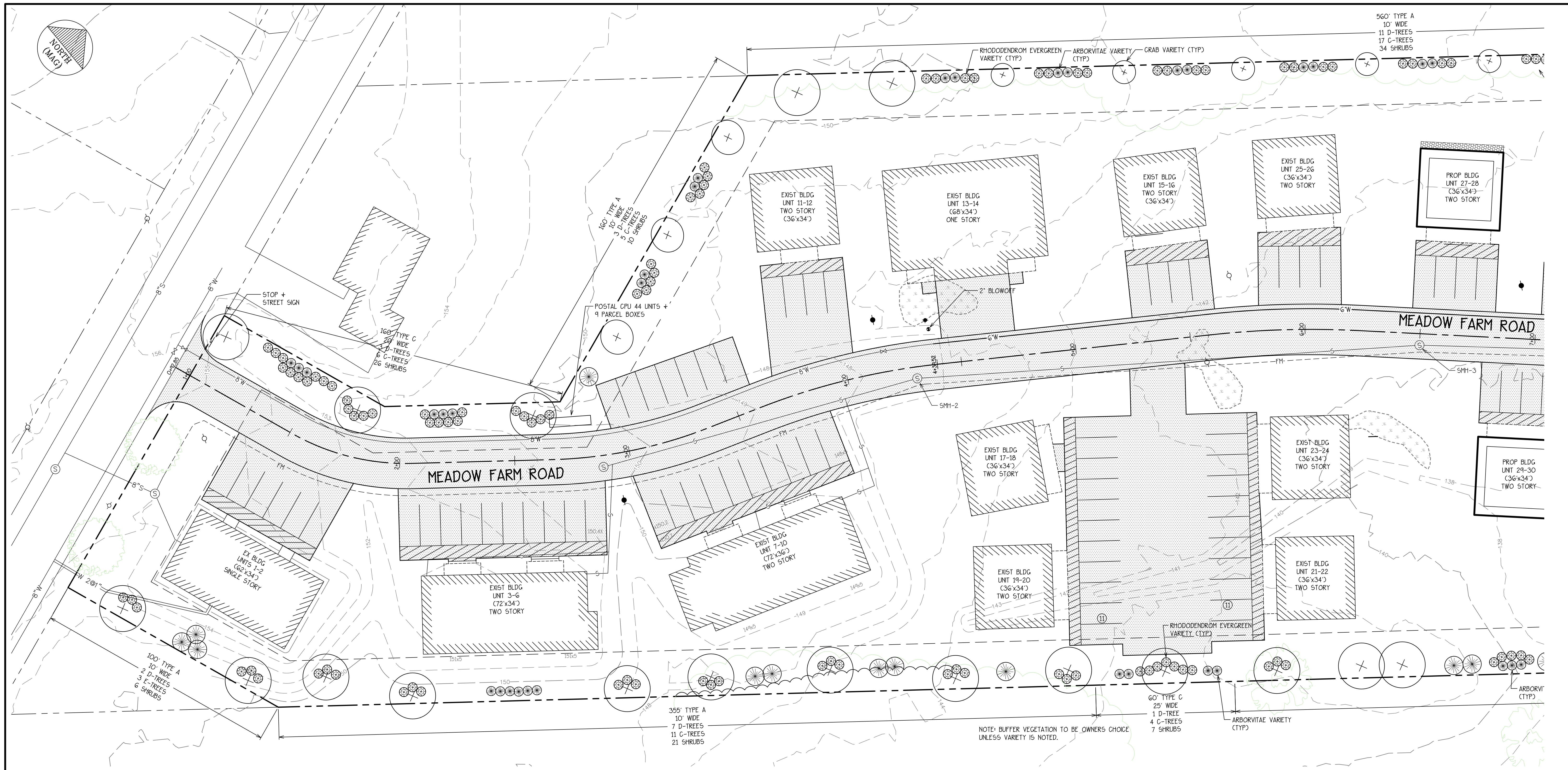
THIS IS TO CERTIFY THAT AFTER REVIEWING THE SUBDIVISION SHOWN BY THIS PLAN AND CONSIDERING EACH OF THE CRITERIA SET FORTH IN M.R.S.A. TITLE 30-A, SECTION 4404 (AS AMENDED) THE UNDERSIGNED HAVE MADE FINDINGS OF FACT ESTABLISHING THAT THE SUBDIVISION SHOWN BY THIS PLAN MEETS ALL THE CRITERIA SET FORTH AND THEREFORE THE SUBDIVISION IS APPROVED.

APPROVED: CITY OF BANGOR PLANNING BOARD

DATED APPROVED: _____

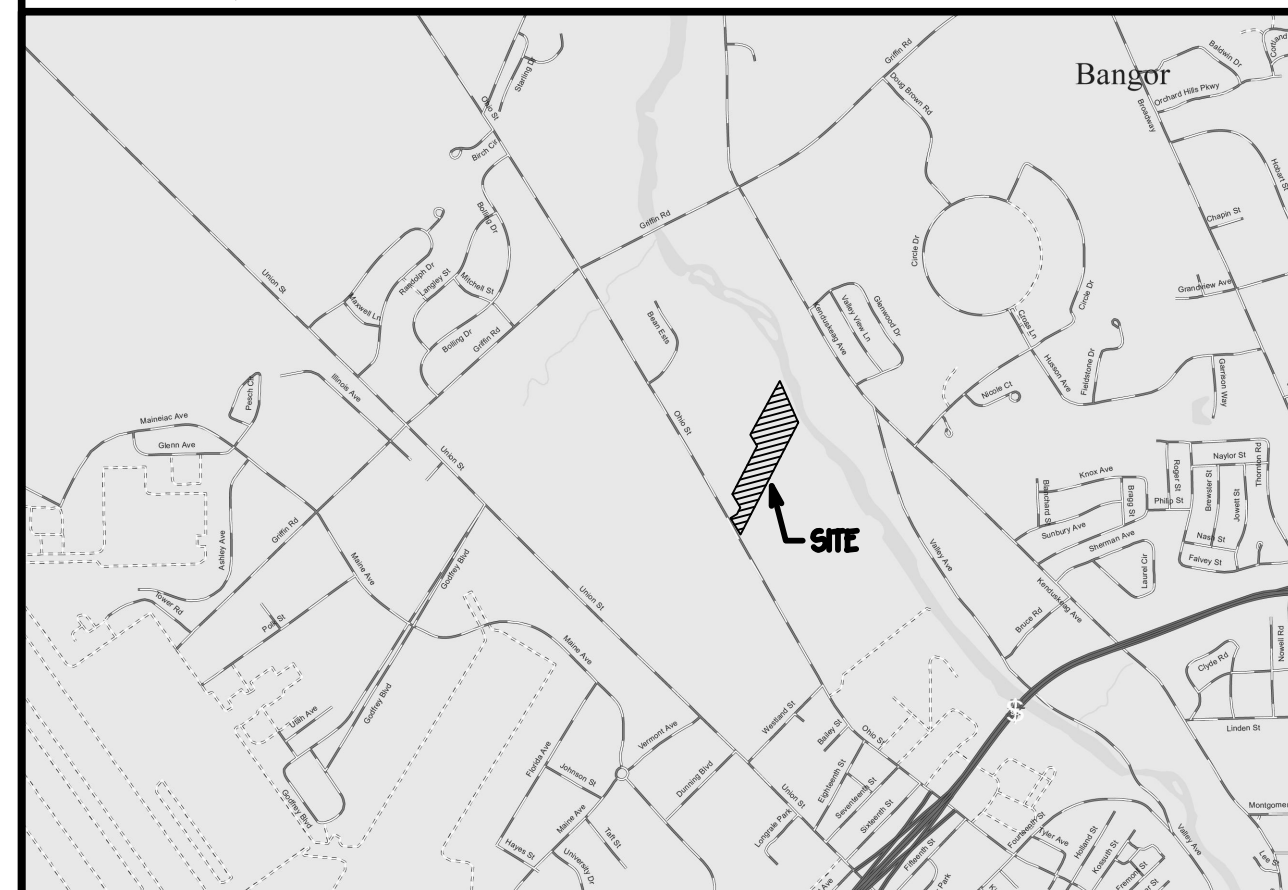
DATED SIGNED: _____

| | | | |
|---|----------|-----|------------------|
| REV: | DATE: | BY: | COMMENTS: |
| | 8 AUG 22 | JRK | SCALE: AS NOTED |
| SUBDIVISION PLAN: AMENDED | | | PROJ. NO: 663 |
| MEADOW FARM | | | |
| 777 OHIO STREET BANGOR, MAINE | | | |
| RECORD OWNER: GLENDON BRALEY PO BOX 196 MAPLETON, ME 04757 | | | |
| KISER ENGINEERING & DEVELOPMENT CONSULTING PO BOX 282, HAMPDEN, MAINE 04444 207-862-4700 | | | |
| | | | SHEET 1-1 |



LOCATION MAP

SCALE: 1"=2,000'



SITE PLAN NOTES:

- RECORD OWNER OF PROPERTY IS GLENDON BRALEY, MAPLETON, MAINE BY DEED RECORDED IN PENOBSCOT COUNTY RD BOOK 13677, PAGE 139.
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- THE PROPERTY IS LOCATED IN THE LDR DISTRICT WITH LAND ON THE RIVER FRONT IN THE RP DISTRICT.

| SPACE AND BULK | ATTACH RES. |
|----------------------|-------------|
| MIN LOT SIZE | 3.0 AC |
| MIN LOT WIDTH | 100 FT |
| FRONT YARD | 30 FT |
| SIDE YARD | 20 FT |
| REAR YARD | 25 FT |
| MAX AREA DENSITY | 5 DU/AC |
| MAX BLDG DENSITY | 6 DU/BLDG |
| MAX HGT | 35 FT |
| MAX LOT COVERAGE | 25% |
| MAX IMPERVIOUS RATIO | 0.30 |
| MIN OPEN SPACE | 35% |
| BUFFER YARD* | A |

* SIDE AND REAR YARD AND 'C' FOR PARKING AGAINST LDR DISTRICT.
- BOUNDARY SURVEY PREPARED BY PERRY LAND SURVEYING, ETNA MAINE. TOPOGRAPHIC MAPPING PREPARED BY AERIAL LIDAR COMPILED BY THE STATE OF MAINE.
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- DEVELOPMENT SUMMARY:

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- PARKING REQUIREMENTS: RESIDENTIAL 1.5 SPACES PER UNIT

| | |
|----------------------------|------------|
| REQUIRE PARKING (44 UNITS) | 66 SPACES |
| PROPOSED PARKING SPACES | 107 SPACES |
| GARAGE/DRIVEWAY | 4 SPACES |
| TOTAL PARKING | 111 SPACES |
- THE SHORELAND ZONE IS NOT DELINEATED ON THE PLAN AND INCLUDES AREA WITHIN 250' OF THE NORMAL HIGH WATER LIMIT OF THE KENDUSKEAG STREAM. THE SHORELAND ZONE IS CONTAINED WITHIN THE MORE RESTRICTIVE LIMIT OF THE RESOURCE PROTECTION ZONE.

NOTE: BUFFER VEGETATION TO BE OWNERS CHOICE UNLESS VARIETY IS NOTED.



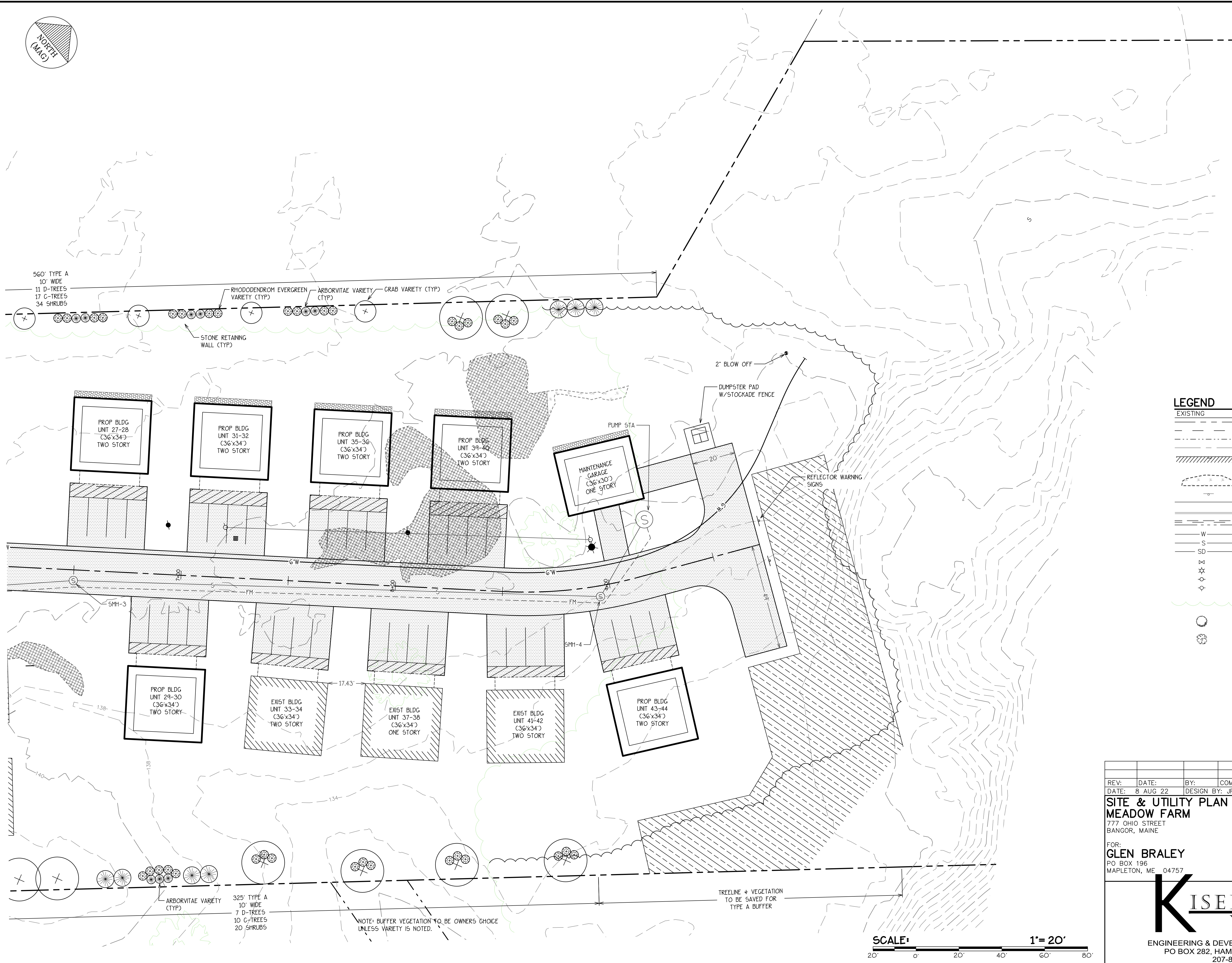
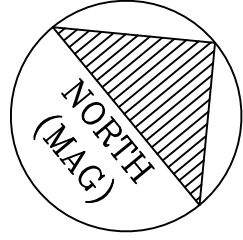
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| REV: | DATE: | BY: | COMMENTS: |
| | 8 AUG 22 | JRK | DESIGN BY: JRK |
| SCALE: AS NOTED | | PROJ. NO: 663 | |

SITE & UTILITY PLAN
MEADOW FARM
 777 OHIO STREET
 BANGOR, MAINE

FOR:
GLEN BRALEY
 PO BOX 196
 MAPLETON, ME 04757

KISER
 ENGINEERING & DEVELOPMENT CONSULTING
 PO BOX 282, HAMPDEN, MAINE 04444
 207-862-4700

SHEET 1-6



LEGEND

| EXISTING | DESCRIPTION | PROPOSED |
|----------|-------------------------------------|--|
| --- | PROPERTY/ROW | --- |
| --- | SETBACK | --- |
| --- | EASEMENT | --- |
| --- | CENTERLINE | --- |
| --- | BUILDING W/DOOR LOCATION (TYP) | --- |
| --- | WETLANDS | --- |
| --- | SIGN | --- |
| --- | EDGE PAVEMENT | --- |
| --- | CURBLINE | --- |
| --- | EDGE WATER | --- |
| W | WATER | W |
| S | SEWER | S |
| SD | STORM DRAIN | SD |
| ⊕ | WATER VALVE | ⊕ |
| ⊙ | POLE LIGHT | ⊙ |
| ⊚ | UTILITY POLE | ⊚ |
| ⊛ | HYDRANT | ⊛ |
| --- | TREE LINE | --- |
| ⊙ | DECIDUOUS TREE | ⊙ (x) 1.5" MIN CAL |
| ⊗ | CONIFEROUS TREE | ⊗ 4' MIN HGT |
| ⊕ | SHRUB (ORNAMENTAL) | ⊕ EVERGREEN 18" MIN DECIDUOUS 24" MIN |
| --- | SILT FENCE | SF SF |
| --- | STORMWATER TREATMENT NATURAL BUFFER | --- |

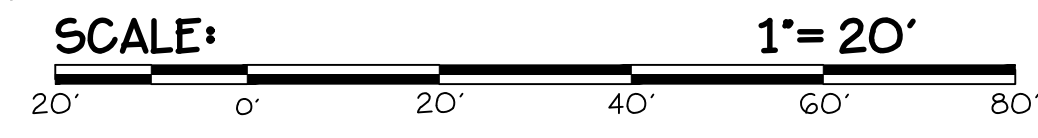
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| REV: | DATE: | BY: | COMMENTS: |
| DATE: | 8 AUG 22 | DESIGN BY: JRK | SCALE: AS NOTED |
| | | | PROJ. NO: 663 |

SITE & UTILITY PLAN
MEADOW FARM
 777 OHIO STREET
 BANGOR, MAINE

FOR:
GLEN BRALEY
 PO BOX 196
 MAPLETON, ME 04757

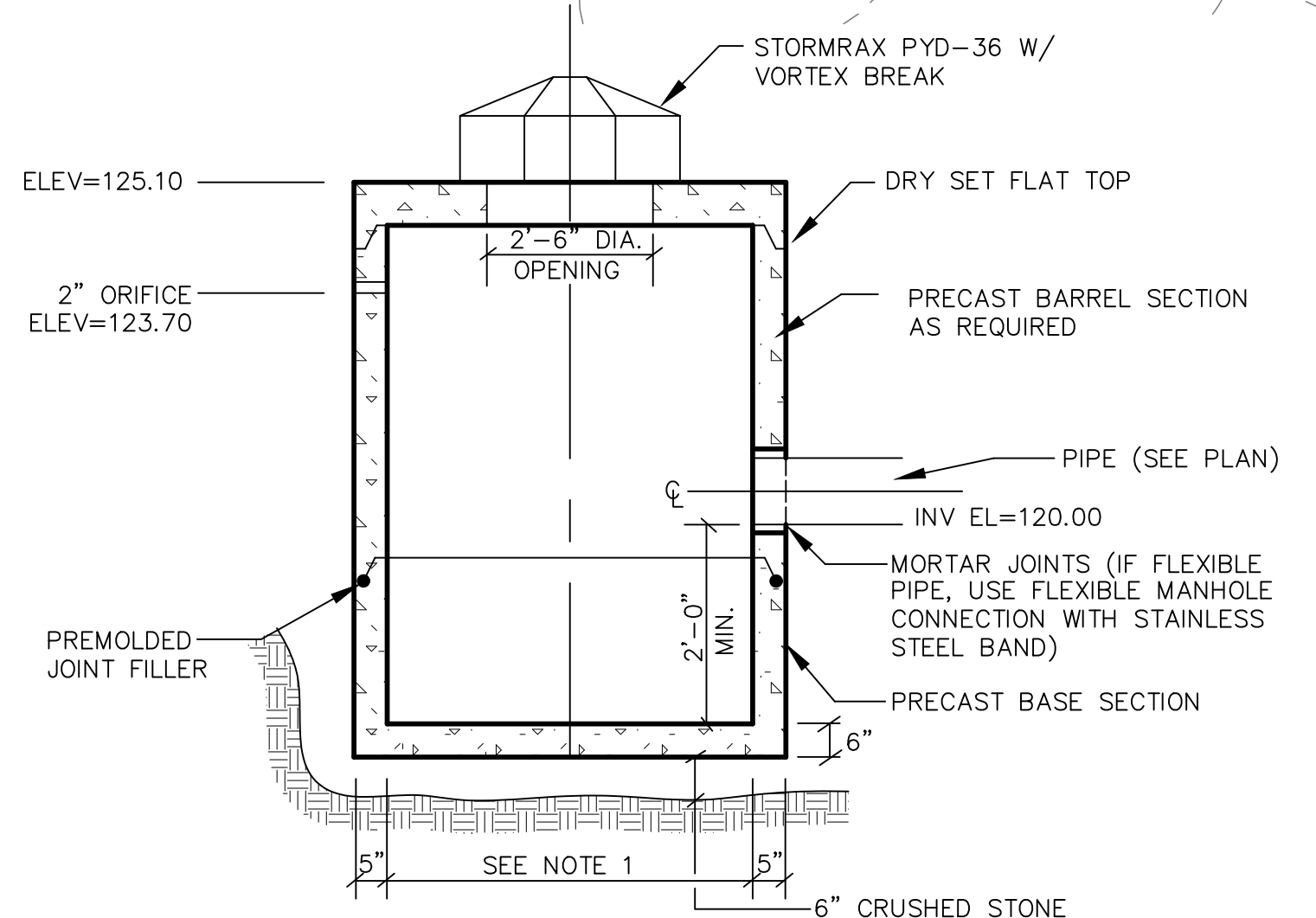
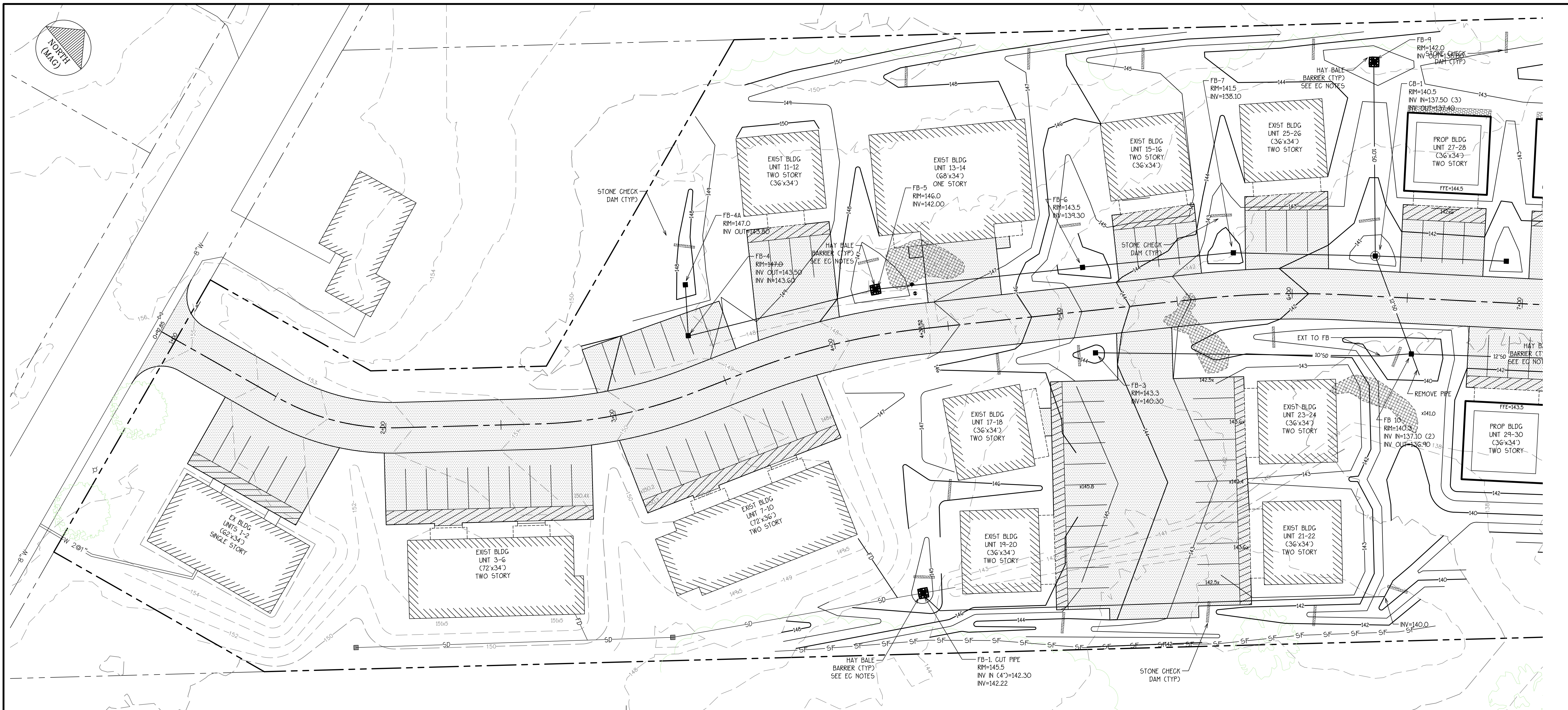
KISER
 ENGINEERING & DEVELOPMENT CONSULTING
 PO BOX 282, HAMPDEN, MAINE 04444
 207-862-4700

SHEET 2-6



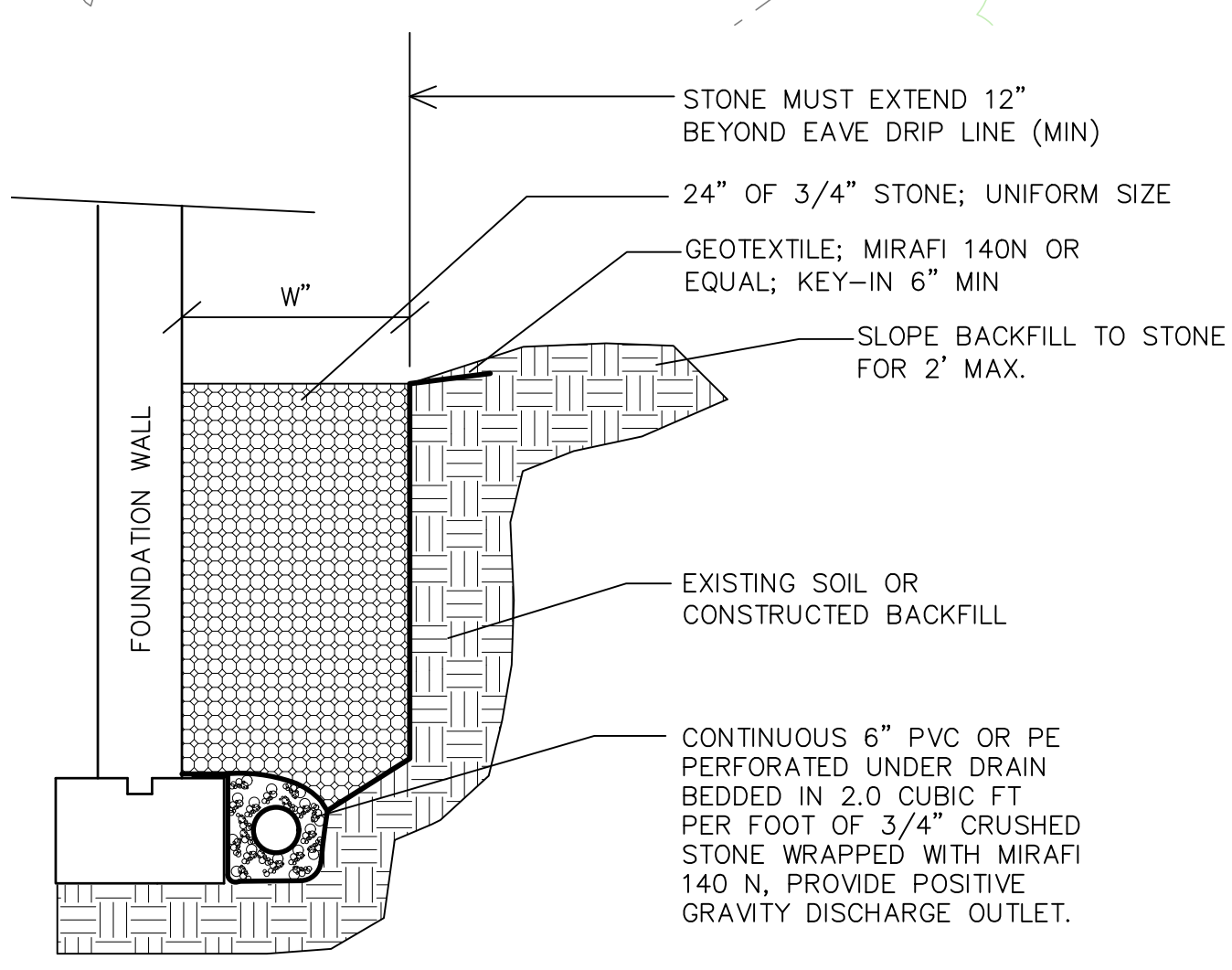
NOTE: BUFFER VEGETATION TO BE OWNERS CHOICE UNLESS VARIETY IS NOTED.

TREELINE + VEGETATION TO BE SAVED FOR TYPE A BUFFER



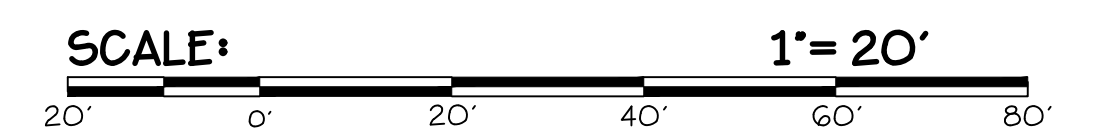
- NOTES:
- 4'-0" I.D. TYPICAL. SOME STRUCTURES MAY REQUIRE LARGER I.D. PROVIDE SHOP DRAWINGS.
 - DRAINAGE STRUCTURES TO BE DESIGNED FOR H-20 LOADING.
 - PIPE SIZES AND INVERTS AS NOTED ON PLANS.

POND STRUCTURE DETAIL
NTS



- NOTE:
- INSTALL ONE 3" PERFORATED PIPE INTO STONE LAYER FOR OBSERVATION PORT.
 - ALL UNDER DRAINS TO BE CONNECTED TO THE STORM DRAIN SYSTEM

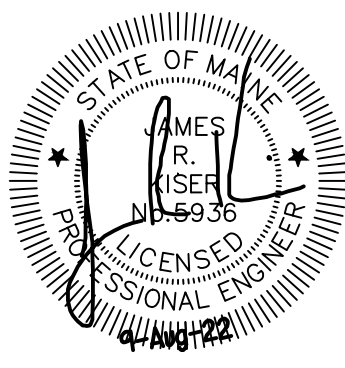
DRIP EDGE TREATMENT SECTION
NTS



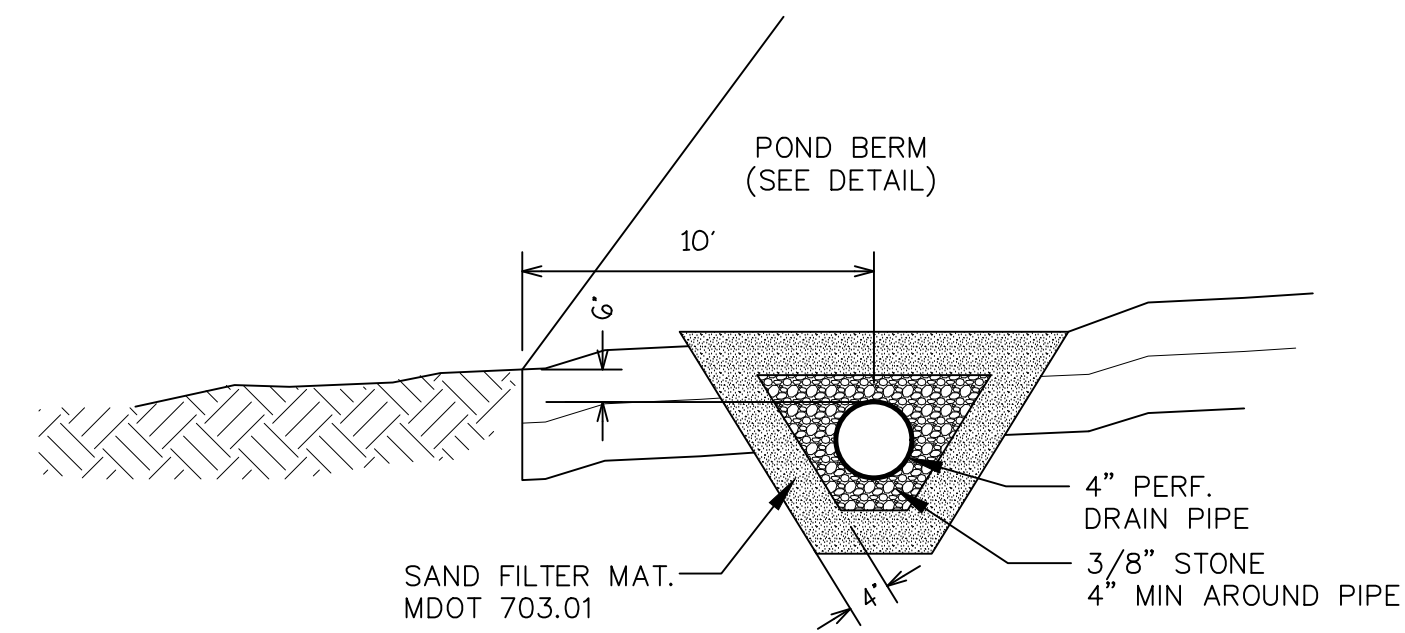
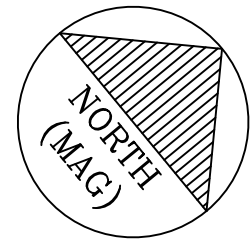
| | | | | |
|------|----------|-----|----------------|-----------|
| REV: | DATE: | BY: | COMMENTS: | PROJ. NO: |
| | 8 AUG 22 | JRK | DESIGN BY: JRK | 663 |

GRADING-DRAINAGE PLAN:
MEADOW FARM
777 OHIO STREET
BANGOR, MAINE

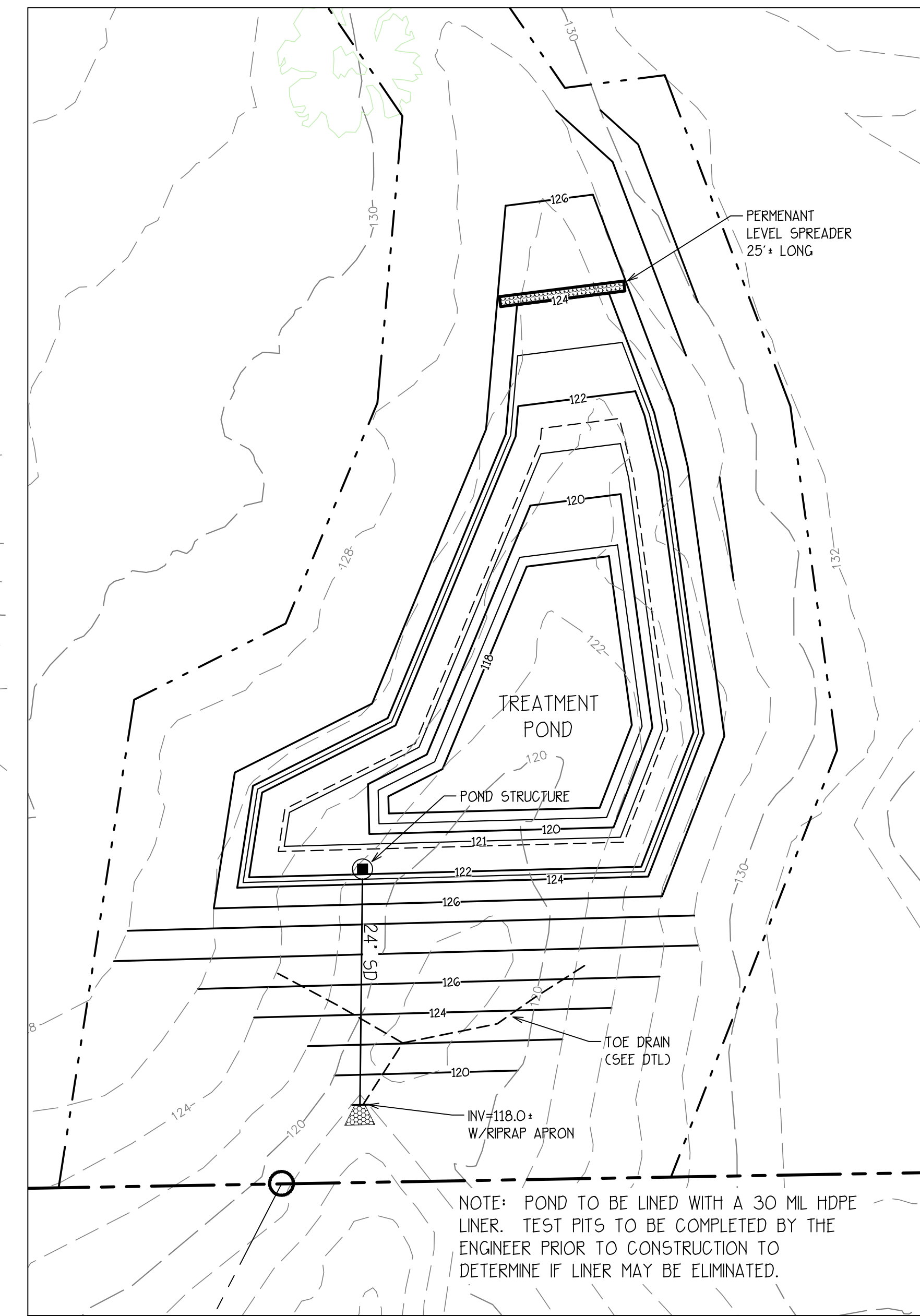
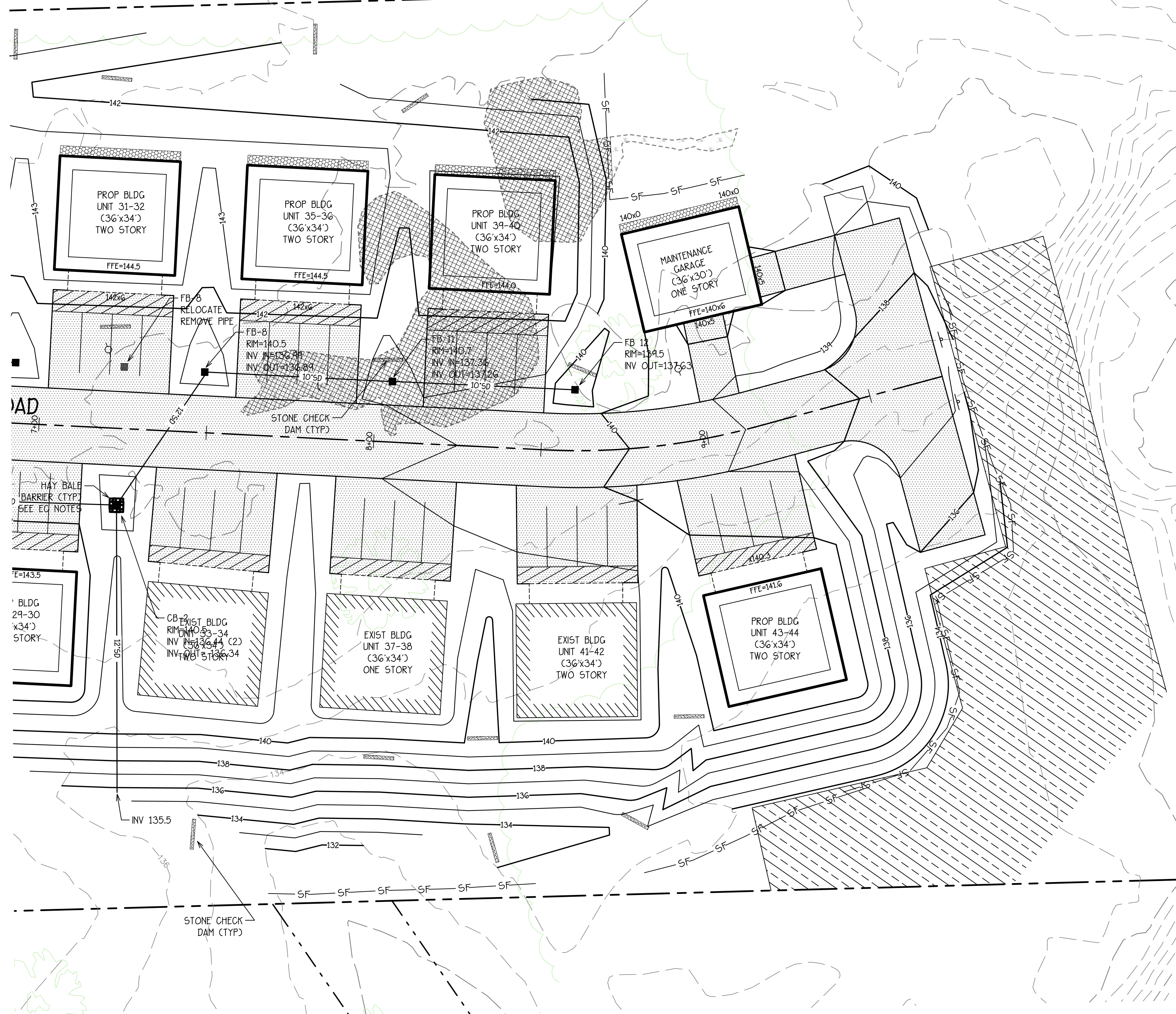
FOR:
GLEN BRALEY
PO BOX 196
MAPLETON, ME 04757



KISER
ENGINEERING & DEVELOPMENT CONSULTING
PO BOX 282, HAMPDEN, MAINE 04444
207-862-4700

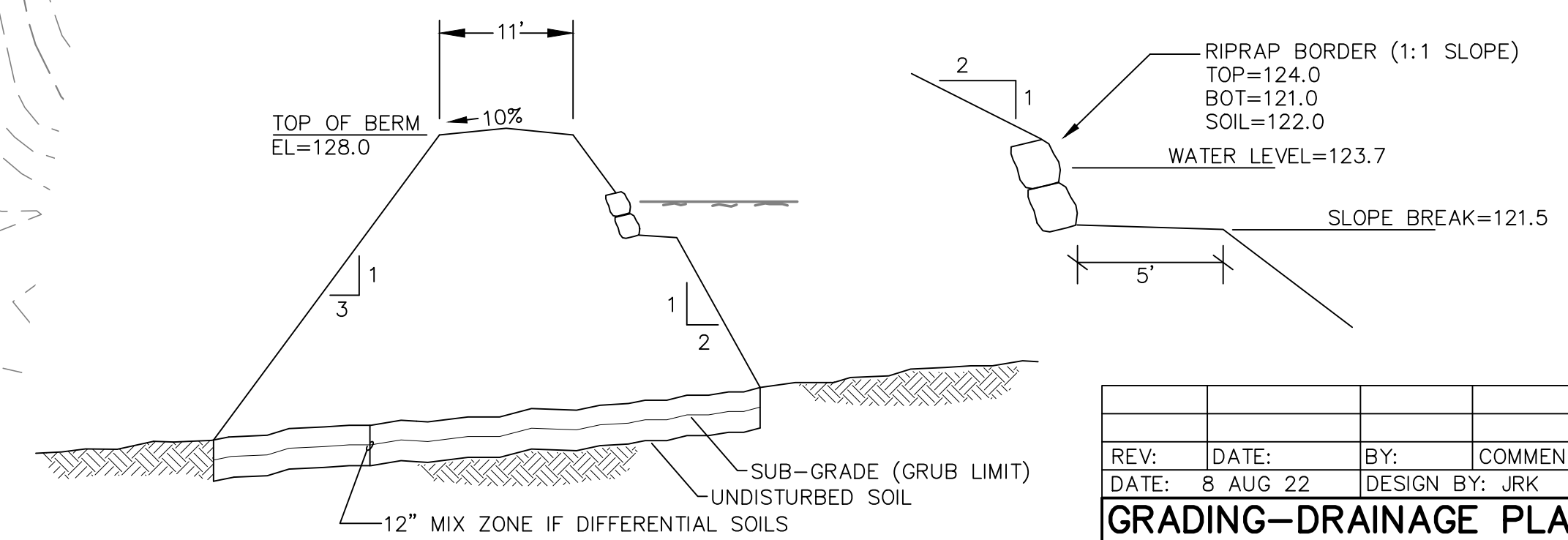


TOE DRAIN DETAIL
NTS



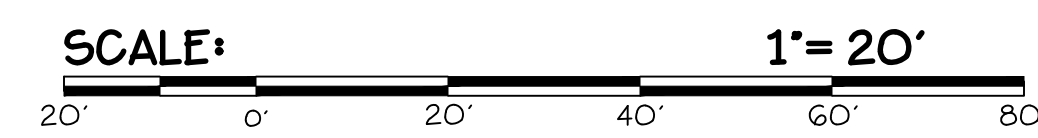
NOTE: POND TO BE LINED WITH A 30 MIL HDPE LINER. TEST PITS TO BE COMPLETED BY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF LINER MAY BE ELIMINATED.

POND SITE PLAN
SCALE: 1"=20'



- EMBANKMENT CONSTRUCTION**
1. CONSTRUCTION MATERIAL SHALL ON SITE MATERIAL OF LOAM OR FINER TEXTURE.
 2. PLACE BORROW MATERIAL IN 12" LIFTS COMPACTED TO 95% OF MAX. DENSITY.
 3. INSTALL EROSION CONTROL MESH WHERE SPECIFIED ON PLANS.
 4. LOAM, SEED, AND STABILIZE IN ACCORDANCE WITH EROSION CONTROL NOTES.

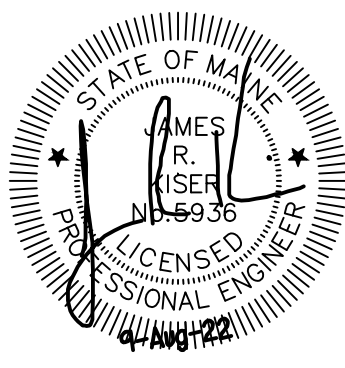
TREATMENT POND BERM DETAIL
NTS



| | | | |
|-----------------------|----------|-----|-----------------|
| REV: | DATE: | BY: | COMMENTS: |
| | 8 AUG 22 | JRK | SCALE: AS NOTED |
| GRADING-DRAINAGE PLAN | | | PROJ. NO: 663 |

MEADOW FARM
777 OHIO STREET
BANGOR, MAINE

FOR:
GLEN BRALEY
PO BOX 196
MAPLETON, ME 04757



KISER
ENGINEERING & DEVELOPMENT CONSULTING
PO BOX 282, HAMPDEN, MAINE 04444
207-862-4700



CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

Pre-application Meeting Date: N/A

Date submitted: 7/20/2022

Date Reviewed: 7/22/2022

Initials: ABC

Project: Meadow Farm

Project Location: 777 Ohio St

Applicant: Glen Braley

Applicant Representative: Jim Kiser, Kiser & Kiser Engineering

Phone Number or Email: jim@kiser-kiser.com

Project Zoning District: LDR

Allowed Use: _____

Conditional Use: Attached residential

Site Plan Requirement Reference: §165-111.A(1), (3), (4), (6)

Project Disturbs More than One Acre? Yes No

If Yes, Applicant aware of MCGP and Chapter 500 Permitting through Maine DEP?

Yes Informed by City Staff

| Yes | No | Not applicable / Other | Site Plan Element |
|-----|----|------------------------|-------------------------|
| X | | | Scale |
| X | | | North Arrow |
| X | | | Building/Lot dimensions |
| X | | | Building locations/uses |



CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

| Yes | No | Not applicable / Other | Site Plan Element |
|-----|----|------------------------|---|
| X | | | Parking/access/loading locations |
| X | | | Signage |
| | X | | Lighting |
| X | | | Screening and Buffer |
| X | | | Erosion and sedimentation |
| X | | | Stormwater |
| X | | | Manholes/catch basins |
| | X | | Sewer |
| | X | | Water |
| | | X | Fire Hydrants fire pond? |
| | X | | Electric/Communication |
| X | | | Curbs and gutters |
| X | | | Paved/un-vegetated/vegetated areas |
| X | | | Trash |
| | | X | Outdoor display/storage |
| X | | | Existing trees |
| | | X | Deed or other instrument allowing pursuit of permits |
| X | | | Topo |
| X | | | Adjacent buildings and features |
| | | X | Traffic |
| X | | | Location sketch |
| X | | | Post Construction Stormwater Maintenance Plan |
| X | | | Building Permit Application |
| | X | | Fire Comments |
| X | | | Shoreland delineation/zoning compliance |
| X | | | Floodplain location |
| | | X | Effects on scenic, etc |
| X | | | Table showing compliance with dimensional Requirements |
| X | | | Table showing compliance with Parking Requirements |
| | | X | Additional Conditional Use General Requirements Traffic Study Support Letter for paragraph (4) |



CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

| Yes | No | Not applicable / Other | Site Plan Element |
|-----|----|------------------------|---|
| | | X | Additional Conditional Use Specific Requirements for Use or District |
| X | | | Additional Subdivision Requirements Lot lines Existing street connections Open space reservation Abutters Onsite wastewater Easements Soils Wetlands |
| | | X | Additional Solar applications Height Yard Buffers Glare Decommissioning plan Utility Connections Confirmation of use |
| | | X | Proposed temporary construction access roads |
| | | X | Proposed bus stop location |

Comments on Completeness

Please include specs for all the lighting. We're asking for all information even if it was approved already so that it can carry forward with this modification- it makes it easier for issuing building/occupancy permits, etc. We also do need to see specifications for the building lighting for the proposed buildings to make sure they comply with the Code. The information in the plan's general notes is not sufficient to make this determination.



CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

Per Rich May's previous email, please clarify who will be responsible for post-construction stormwater maintenance via updated condo association documents and an updated stormwater maintenance plan. Please also indicate whether the stormwater easement filed in book 15847, page 49, will be granted to the condo association.

Please show **approximate** water, sewer, and electrical tie-in's to proposed buildings (just need to see that there are tie-in's to each building).

Comments on Compliance

Waiting to hear back from Fire on whether they're good with the changes.

Please put in a street sign at the intersection with Ohio Street.

Possible Planning Board agenda: 9/6/2022

Deadline to advertise: _____

Deadline to post to abutters: 8/25/2022

Deadline for edits or amendments: 8/22/2022

****For edits, please only send digital copies until staff has determined the plans are okay to go to Planning Board. Once staff has made that determination, hard copies of the final plans can be sent.**

Other notes

18 August 2022

Anne Krieg
Planning Officer
73 Harlow Street
Bangor, ME 04401

Amended Site Plan, Meadow Farm Development, Ohio Street

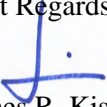
Dear Anne,

We have received updated staff comments on the amendment to the Meadow Farm Development at 777 Ohio Street. The following is additional information and updates for the plans.

1. The light note in the site plan's general notes has been amended to discuss the street lighting to be provided by Versant under their lighting lease program. The lights will be LED fixtures as shown on the attached illustration provided by Versant. In addition, the only other lighting will be building lights located in the canopy of the porches. These lights are canister type LED fixtures as shown in the attached photo of one of the existing units.
2. The post stormwater maintenance plan was previously updated to address the removal of the filter bed from the project. The plan clearly states that responsibility for the plan is by Glen Braley and/or successors. Attached are the condo documents which indicate that the association will assume ownership of all the real property which includes all of the infrastructure. The condo plat, attached, also references the easement for the treatment pond. The Plat will be updated in the future as required by the association documents and state law.
3. Typical sewer, water and overhead power are shown on a detail.
4. Fire comments have been provided previously and the staff has not reported back to you so no action provided.
5. Stop and street sign is shown and labeled on the site plan.

We look forward to working with the board on this amendment; however, if you have additional questions please contact us.

Best Regards,



James R. Kiser, PE
Kiser & Kiser Company

Enc.

C: Glen Braley



Streetlight

Designed to be installed as municipal roadway lighting.

36w to replace Merc and HPS lights up to 100watt

64w to replace Merc and HPS lights 150watt and up



Area Light (Yard Light)

Designed to be installed for customer area lights

48w to replace all other area lights



39

Maintenance Plan

Meadow Farm

Ohio Street, Bangor

The developer, Glen Braley and/or his successors will be responsible for stormwater management and maintenance at Meadow Farm; however, the short-term management of the stormwater system and erosion control on site will be delegated to the site contractor during ongoing construction operations. The contractor's responsibilities are documented on the plans and included in the erosion control notes. The long-term responsibility for Meadow Farm will be to maintain the system to ensure the long-term effectiveness of the stormwater management system. The system includes the filter beds, pond, drip edge filters, paved areas and grassed areas.

This maintenance plan supports the Stormwater Management Report for Meadow Farm as approved by the City of Bangor and Maine DEP.

Long term maintenance inspections and repairs shall be documented, and the responsibilities are as follows:

- 1) Inspect the lawn areas and road swales in the spring and fall to confirm all areas are stable. Any corrective action required shall be completed within 2 weeks following the inspection.
- 2) Inspect culverts and storm drains within the development and keep inlets and outlets free of debris and damage. The inspection shall document the conditions at the inlet and outlets to confirm stability of the areas. If issues are identified that can be addressed with simple removal of debris, the inspector should remove said obstacles. Any items that are beyond simple cleanup should be directed to the owner's contractor.
- 3) Catch basins should be observed for debris accumulation in the spring of every year. When debris in the sump is over half of the basin's sump, the unit should be cleaned.
- 4) Road, driveways and parking areas should be swept clean of winter sand in the spring of each year.
- 5) The Pond should be inspected after each storm event in the first year after construction. After the first year the pond should be inspected semi-annually. Maintenance activities shall include the following:
 - a) Inspect the inlet swale and outlet basin to insure the areas are free of debris, stable and not eroding, repair as required.
 - b) Slopes and embankments should be inspected to ensure the areas are stable and not eroding, repair as required.
 - c) Inspect the inlet stone level spreader to evaluate silt accumulation and clean as needed.

- 6) The drip edge filters that are located on roof lines of several buildings shall be inspected on a semi-annual basis in the spring and fall. These structures shall be kept free of debris including grass clippings and shall not be altered, paved over, grassed over or covered in other means. The construction below steps and decks is permitted. The structure shall use the same standards as the grass filter beds to determine the need for restoration.
- 7) The natural buffer should be inspected in the spring of each year to confirm that the requirements of the Buffer Restrictions are effective. Any corrective actions to conform to the Restrictions should be implemented prior to July 1 of that year.

Housekeeping:

- 1) The roadway and parking areas should be swept clean of sand and other winter debris in the spring of the year. Sand debris should not be swept onto the shoulders.
- 2) Areas outside of the water quality treatment boundary as shown on the stormwater management plan should be mowed no more than twice annually, if proposed to remain as a field area or allowed to revert back to natural vegetation.

DECLARATION OF MEADOW FARM CONDOMINIUM

ARTICLE 1 DECLARATION OF CONDOMINIUM PROPERTY

THIS DECLARATION OF MEADOW FARM CONDOMINIUM ("Declaration") is executed by Glendon N. Braley, an individual residing at Maple, County of Aroostook and State of Maine, ("Declarant"), pursuant to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended ("Condominium Act").

§1.1 Declaration of Property. The Declarant as the owner in fee simple of the land located at 777 Ohio Street in the City of Bangor, County of Penobscot and State of Maine described in **Exhibit A**, the buildings and improvements located thereon and subject to and together with all easements, rights, privileges and appurtenances thereto (collectively the "Property"), HEREBY SUBMITS the Property to the Condominium Act in accordance with this Declaration, and establishes a condominium as defined in Section 1601-103(7) of the Condominium Act ("Condominium") known as **Meadow Farm Condominium**. The name of the Unit Owners' association is the **Meadow Farm Condominium Association**, a Maine nonprofit corporation (the "Association"). Initially, the Condominium consists of the Property and the following units already constructed: 9 two-unit buildings and 2 four-unit buildings (each, a "Building"), consisting of 26 units known as Units #1 through #26.

As set forth in this Declaration, the Declarant reserves various Development Rights, Special Declarant Rights and easements, including without limitation the right to physically construct and legally create up to 46 Condominium Units with associated Limited Common Elements and the right to add additional real estate to the Condominium, along with the right to assign or transfer said Development Rights and Special Declarant Rights.

As of the date of this Declaration, no units have been created other than as set forth in Article 3.1. The Declarant will exercise its development rights to create Units by recording an amendment to this Declaration and recording new Plats and Plans or an affidavit as required by Section 1602-109(f) of the Act.

This Declaration and the related Plats and Plans are subject to local and state regulations.

§1.2 Applicability. This Declaration shall govern the Property. All present and future owners, occupants and tenants, their guests, licensees, invitees, employees, agents, and any other person entering on the Property shall be subject to this Declaration, the Bylaws of the Association and to such Rules and Regulations of the Association, all of which shall be deemed to be covenants running with the land, and shall bind any person having at any time any interest in or entering upon the Property.

§1.3 Defined Terms. Capitalized terms not otherwise defined in this Declaration or on the Plat and Plans shall have the meanings specified in the Condominium Act.

§1.4 Interpretation. In the event of any conflict or discrepancy between this Declaration, the Bylaws, the Rules and Regulations, and the Plat and Plans, the provisions of this

Declaration shall govern.

ARTICLE 2 DESCRIPTION OF PROPERTY

§2.1 Description of the Property. A legal description of the Property included in the Condominium is set forth in **Exhibit A**. The location and dimensions of the Property included in the Condominium are depicted on the Condominium Plat entitled “**Condominium Plat of Meadow Farm Condominium**” dated February 23, 2021 by Kiser & Kiser, Co., recorded in the Penobscot County Registry of Deeds in Plan Book 2021, Page 13 (the “Plat”), a reduced copy of which is attached hereto as **Exhibit B**.

§2.2 Location and Dimensions of Buildings and Units. The term “Building” means any building erected or to be erected on the Property containing one or more Units, as well as other improvements comprising a part of a building or intended to be used for purposes incidental to the use of a building. The proposed location and dimensions of the Buildings and other improvements which may be erected on the Property, including Common Elements, are shown on the Plat as depicted on **Exhibit B**.

The proposed location and dimensions of each Unit together with its appurtenant Limited Common Elements are depicted on the Floor Plans entitled “Meadow Farm Condominiums” dated February 23, 2021 by Kiser & Kiser, Co., and recorded in said Registry of Deeds in Plan Book 2021, Pages 14-15 (the “Plans”), reduced copies of which are attached hereto as **Exhibit C**. The proposed location and dimensions of each Building and Unit are subject to change by the Declarant until such time as each Unit is legally created, and such improvements need not be built or may be built with configurations and locations different than those shown on the Plat and Plans, as further appears in Article 5 below.

§2.3 Recorded Plat and Plans. The original Plat and Plans and any amendments thereto shall be recorded with this Declaration in the Penobscot County Registry of Deeds.

§2.4 Condominium Documents. “Condominium Documents” means this Declaration, the Plat, the Plans, the Bylaws of the Association, and the Rules and Regulations adopted by the Board of Directors, and any amendments to any of the foregoing adopted from time to time.

ARTICLE 3 CONDOMINIUM UNITS

§3.1 Creation of Subsequent Units. Initially Units 1 through 26 are legally created under this Declaration. The Declarant has the right to create additional Units for a total of up to 46 Units. For each Unit subsequently created pursuant to this Declaration, its Allocated Interests shall be set forth in an amendment to Exhibit D, and a description of such Unit including each Unit’s identifying number, the locations and dimensions of the vertical boundaries and horizontal boundaries of each Unit, the Common Elements to which the Unit has direct access, and any other information necessary to identify the Unit shall be shown on the Plat and Plans.

§3.2 Description of the Units. "Unit" means a part of the Property designated for separate ownership or occupancy which has a direct exit to Limited Common Elements and Common Elements. For each Unit created from time to time pursuant to this Declaration, the identification number and approximate area are shown on the Plat and Plans of the Property as amended from time to time. Any internal room configuration shown on the Plans is illustrative only and is not binding on an owner except that the structural support of the Building must be preserved.

Each Unit and the Common Elements shall have any easement for lateral and subjacent support from every other Unit and the Common Elements and shall have the easement for encroachments established under Section 1602-114 of the Condominium Act. In addition, each Unit Owner has an unrestricted, perpetual right of ingress and egress to his or her Unit, which automatically transfers with a transfer of title to the Unit. Any conveyance, encumbrance, judicial sale, or other transfer (whether voluntary or involuntary) of an interest in the Common Elements shall be void unless the Unit to which that Common Element interest is allocated is also transferred.

§3.3 Unit Boundaries. The boundary lines of each Unit are as shown on the Plat and Plans and shall conform with unit boundaries as described in the Act to the extent not described herein.

- a) For condominium buildings containing one (1) unit, the entire building and appurtenances attached thereto shall be the extent of the Unit's Boundaries, as follows:
 - i. The upper and lower (horizontal) boundaries of each level of each Unit shall be the following boundaries extended to the intersection with the vertical (perimeter) boundaries: (i) Upper Boundary: the exterior surface of the roof of the Unit; (ii) Lower Boundary: the horizontal plane of the lower surface of the concrete subfloor slab.
 - ii. The vertical (perimeter) boundaries of each Unit shall be the exterior surface of the outside walls of the Building bounding the Unit and, in addition, for duplexes, the mid-line of any interior wall adjacent to an adjoining Unit, extended to the intersections with each other vertical boundary and with the upper and lower boundaries.
 - iii. Boundary lines shall also be the outside surface of the exterior structures and fixtures attached to the Unit or enclosing the Unit and separating it from the Common Elements, including the exterior surface of doors, windows and storm windows, and glass walls, and their frames, sills and thresholds, shutters, awnings, window boxes, front and rear steps and railings, balconies, porches, decks, patios, sun rooms and dormers, including all finish materials.

- b) For condominium buildings containing more than one (1) unit, the Unit's Boundaries shall be as follows:
- i. Upper Boundary: The planes at the lower surfaces of the roof or dormer rafter lines which directly support the roof sheathing, including the upper (outside) side of the gypsum board of the ceiling and any other materials constituting any part of the finished surfaces thereof, if any, extending to the intersection with the vertical boundaries.
 - ii. Lower Boundary: The horizontal plane at the upper surface of the undecorated surface of the basement concrete floor slab extending to the intersection with the vertical boundaries.
 - iii. Vertical Boundaries: The vertical boundaries of each Unit shall be the vertical planes at the stud line at the exterior or outer-most surface of the gypsum-board, sheetrock, or other wall materials forming its exterior or common walls, extended to the intersections with each other and with the horizontal boundaries.
 - iv. Interior Finishes. The Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, wallpaper, finished flooring and any other materials constituting any part of the finished surfaces thereon located within the boundaries of the Unit.
 - v. Interior Space. All other spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.
- c) For avoidance of doubt, as to all buildings with one (1) unit, all internal structures contained within and external structures attached to the building are included in the Unit, including, without limitation, roofing framing and covering, chimneys and flues, wall framing, insulation, sheathing, clapboards, studs, joists, load bearing portions of the building, attic structural elements, foundation walls, all floor slabs, garage slab floors, and interior foundation drains.
- d) Each Unit's identifying number is shown on the Plat.
- e) The exact location of vertical unit boundaries of each Unit will be established at the time of construction or initial conveyance of each Unit, whichever is earlier to occur, and shall be set forth on an individual Unit plan to be recorded on or before the initial conveyance of each Unit. **Exhibit C** attached hereto contains a listing of plan book and page references of each of the Unit plans recorded for the Units that have been conveyed to purchasers as of the date hereof. **Exhibit C** shall be amended as each additional unit is initially sold to

incorporate the book and page references of each Unit Plan showing the location of the vertical and horizontal unit boundaries of each unit constructed and sold.

§3.4 Allocated Interests. The term “Allocated Interests” means the Common Element Interest, the Common Expense Liability and the voting rights in the Association allocated to each Unit pursuant to this Declaration. The term “Common Element Interest” means the percentage of undivided interest in the Common Elements appurtenant to each Unit. The term “Common Expense Liability” means the allocation to each Unit of the respective liability for Common Expenses. Generally, the Common Expense Liability allocated to a Unit is a percentage equal to the Common Element Interest appurtenant to such Unit. The Allocated Interests of each Unit shall be set forth in **Exhibit D**.

The percentage of each Unit’s Common Element Interest and Common Expense Liability is allocated by a formula represented by a fraction wherein the numerator is 1 and the denominator is the total number of Units which have been created in the Condominium subject to rounding in order to permit ease of administration, provided however that the percentage stated in **Exhibit D** (as it may be amended) shall prevail in any event. Each Unit shall each have one vote in the Association on a formula of one vote per Unit to permit equality among Units.

§3.5 Alterations by Unit Owner. Subject to this Declaration, the Bylaws and the Rules and Regulations of the Association as amended from time to time, a Unit Owner may make nonstructural improvements and alterations within the interior of the Unit. However, no Unit Owner may make any improvements or alterations or do any work whatsoever which would impair the structural integrity or mechanical systems or the walls separating units or life safety systems of a Building, lessen the support of any portion of the Condominium, or jeopardize the soundness or safety of the Property.

No Unit Owner shall alter any of the Common Elements or paint or otherwise change the appearance of the Common Elements (including without limitation the Limited Common Elements) or paint or otherwise change the exterior appearance of the Unit (including, but not limited to, the exterior surfaces of doors or windows leading to a Common Element or a Limited Common Element) or any other portion of the Condominium, without the prior written approval of the Board of Directors of the Association.

ARTICLE 4 COMMON ELEMENTS, LIMITED COMMON ELEMENTS

§4.1 Common Elements. The term “Common Elements” means the entire Property other than the Units, and includes:

- a) The land, together with the benefit of and subject to all the accompanying rights and easements described in Exhibit A, and all landscaping, vegetation, trees, roads, sidewalks and shared drives;
- b) The foundations, roof, exterior walls, chimneys, flues and all structural and load bearing portions of the buildings;

- c) All utility lines, pipes, wires, electrical and transmission wires and conduits, any life safety systems, distribution pipes, pumping station, stormwater treatment and conveyance systems and water and sewer utility lines which serve more than one Unit or which serve one Unit only but are located outside its boundary line (excepting lines and equipment owned by public and municipal utilities and tanks and lines owned by the propane supplier);
- d) 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; and

§4.2 Limited Common Elements. The term “Limited Common Elements” means those portions of the Common Elements where the exclusive use is reserved to one or more, but fewer than all, of the Units in accordance with this Declaration. Limited Common Elements include the following:

- a) For each Unit, any exterior parking space as shown and assigned as Limited Common Elements on the Plat and/or Plans, and/or any driveway dedicated for the use of one Unit or group of Units;
- b) Water, sewer or other utility lines, water heaters, boilers, electrical circuit breaker boxes and other fixtures designed to serve a single Unit but which are not a defined part of the Unit are Limited Common Elements allocated exclusively to that Unit;
- c) The exterior deck or patio areas, walks, and the porch areas, if any, along with the yard, garden and/or lawn area shown and assigned as Limited Common Elements on the Plans;
- d) Any other portions of the Property shown on the Plat and Plans or as described as Limited Common Elements pursuant to Section 1602-102(2) and (4) of the Condominium Act.

The allocation of Limited Common Elements cannot be altered except in compliance with the Condominium Act, and with the written consent of the Owners and Mortgagees of record of the Units affected by the reallocation of Limited Common Elements.

§4.3 Common Elements to Remain Undivided. The Common Element Interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition and any mortgage or other encumbrance of any Unit shall include the Common Element Interest, whether or not expressly referred to in the instrument making such transfer. The Common Elements shall remain undivided and no action for partition or division of any party shall be permitted, unless otherwise provided by law and permitted by this Declaration.

§4.4 Connection of Adjoining Units and Limited Common Areas. If the record owners of the subject Unit(s) affirmatively elect, with the written approval of the Board of

Directors of the association based on each owner's compliance with the standards set forth hereinafter, all to be evidenced by a recorded instrument duly executed and acknowledged, that portion of the Common Elements located between the boundary lines of adjoining Units or located between a Unit and an adjoining Limited Common Element (with the consent of any other Units sharing the same), may be thereby subjected to an easement in favor of each such Unit respectively running to the midpoint of the space between each Unit or to the Limited Common Element for the removal and alteration of any intervening partition and the creation of apertures therein for passage back and forth between the two Units or to the Limited Common Element, and for the installation of stairs, doors, windows and frames appurtenant thereto. The owners shall be strictly liable for any resulting damage. At all times after such election, each Unit Owner: shall preserve and maintain the structural integrity and architectural style, the mechanical and utility systems, and the support of all portions of the Property; and shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements. Any such Unit Owner or his respective heirs, mortgagees or assigns, may at any time revoke such election by instrument duly executed and acknowledged served on the other such owners and duly recorded, and thereafter may seal up passageways and/or remove the stairs, doors and their frames, and/or install a permanent wall, floor, ceiling or other partitions, at all times preserving the structural integrity, the mechanical and utility systems and support of all portions of the Property. Nothing contained herein shall be deemed to merge or otherwise affect the separate identity, configuration or the boundaries of said Units.

§4.5 Alteration of Common Elements by the Declarant. Until all Units have been sold and the Declarant's obligations under purchase and sale agreements for all Units have been satisfied, the Declarant reserves the right to modify, alter, repair or improve portions of the Common Elements, including without limitation, any equipment, fixtures and appurtenances, and further reserves an easement over the Common Elements in order to discharge its obligations and/or exercise any Declarant Rights, whether arising hereunder or under the Condominium Act.

ARTICLE 5 DECLARANT'S RIGHTS AND PHASING

§5.1 Development Rights. The Declarant reserves the rights:

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

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

- c) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to use the Common Elements for ingress and egress, for the construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements including without limitation the movement and temporary storage of construction materials and equipment, the right of vehicular and pedestrian access, the right to park motor vehicles, and for the installation of signs and lighting for sales and promotional purposes;
- d) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to operate and relocate construction, sales, leasing and management offices; permit prospective tenants, purchasers, lenders, appraisers, and others to visit the offices and use the Common Elements and use unsold Units for construction, sales, leasing and display purposes;
- e) Appoint and remove members of the Executive Board/Board of Directors and Officers of the Association in accordance with Section 6.2 of this Declaration;
- f) Until the construction, marketing and sale of all Units is completed (including any future Units which may be created hereunder), to approve of the creation of easements between adjoining Units or between a Unit and an adjoining limited common element in accordance with Section 4.4 of the Declaration in accordance with the standards set forth therein;
- g) Until the expiration of any applicable warranty established by law or agreement, the Declarant, its contractors, agents and employees shall have the right of entry into a Unit to perform warranty-related work, whether for the benefit of that unit or any other Unit;
- h) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to grant easements;
- i) Those rights established under Sections 3.1 and 4.5 of the Declaration; and
- j) Those rights established under the Condominium Act.

The exercise of Development Rights shall be subject to the following restrictions:

- i. No changes shall be made to the site plan and subdivision approval of the City of Bangor Planning Board dated December 1, 2020 and the recorded plan of Meadow Farm by Kiser & Kiser, Co., duly

recorded in said Registry of Deeds at Book 2020, Page 79 unless any applicable approval is received pursuant to the City of Bangor's Land Use Ordinances to the extent applicable.

§ 5.2 Phasing. Developer reserves the rights but not the obligation until Ten (10) years from the date of recording of this Declaration:

- a) To create on the property 20 Units in addition to the Units legally created as of the recording of this Declaration, for a total of up to 46 Units, Common Elements and Limited Common Elements appurtenant to such Units on land as described in the attached **Exhibit A**, all pursuant to Section 1602-110 of the Condominium Act. The projected location and approximate dimensions of the additional Units and Limited Common Elements for said additional Units are depicted on the Plat and Plans. Said additional buildings, Units and Limited Common Elements may not be built with the configurations or in the locations as shown on the Plat, and the DECLARANT EXPRESSLY RESERVES THE RIGHT TO VARY SUCH BUILDINGS, UNITS, LIMITED COMMON ELEMENTS AND THEIR LOCATIONS in its discretion, subject to the restrictions set forth in Section 5.1 above. Upon the addition of such Units, which may occur in such stages and in such order as the Declarant determines, they shall be fully integrated into the Condominium as if this Declaration had been originally executed and recorded containing the additional Unit(s) and the Allocated Interests of the Units shall be reallocated according to the formulas set forth in this Declaration and more particularly set forth in the amendment adding said Units.

All such future Units, Common Elements and Limited Common Elements shall be consistent with the initial Units in terms of the quality of construction, general architectural style and principal materials, provided that the Declarant may substitute construction materials and technique of equal or better quality and, upon the addition thereof to the Condominium need not be substantially completed but at the time of the sale to a third party must be substantially completed. All restrictions in or created by authority of this Declaration affecting the use, quality or alienation of Units shall apply to such additional Units including, without limitation, the restriction to residential use. Declarant need not add said additional Units or said Limited Common Elements to the Condominium and hence said buildings, Units, Common Elements and Limited Common Elements **NEED NOT BE BUILT**. The Declarant must exercise its right to declare new Units hereunder within Ten (10) years of the recording of this Declaration. Once new Units are declared the Declarant shall have 3 years to commence substantial construction of the new Units.

- b) Upon the addition of such Units to the Condominium, the Allocated Interests of all Units shall be reallocated in accordance with Section 3.4 of this Declaration and **Exhibit D** shall be amended accordingly.
- c) To exercise any rights under this Section, the Declarant shall prepare, execute and record an amendment to the Declaration pursuant to the Condominium Act, which

amendment may include a Plat and Plans as required by the Condominium Act to the extent not previously recorded. Said amendment shall become effective upon recording without the consent of any other person unless the amendment contains changes that require local or state approvals. Amendments that are declaring new Units will not require any such approvals.

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

§5.4 Amendment, Waiver, Etc. This ARTICLE 5 and Sections 4.4 and 4.5 shall not be amended or waived without the consent of the Declarant duly recorded in said Registry of Deeds.

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

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

ARTICLE 6 CONDOMINIUM ASSOCIATION

§6.1 The Association. The term "Association" means the association of the Unit Owners organized pursuant to Section 1603-101 of the Condominium Act as a non-profit corporation under the Maine Non-Profit Corporation Act. The membership of the Association at all times shall consist exclusively of all Unit Owners, or in the event of a termination of the Condominium as provided in the Condominium Act, of all former Unit Owners entitled to distributions of proceeds, or their heirs, successors or assigns. Persons having an interest in a Unit solely as security for an obligation shall not be considered members.

Each Unit Owner shall automatically become a member of the Association, which membership shall continue as long as she or he continues as a Unit Owner, and upon the termination of the interest in the Condominium, his or her membership and any interest in the assets of the Association shall be automatically transferred and inure to the next Unit Owner or Owners succeeding him in interest.

The Association shall have all the powers granted pursuant to its Bylaws, the Condominium Act and the Maine Non-Profit Corporation Act.

§6.2 Board of Directors Powers; Declarant Control Period. Except as otherwise provided in Section 1603-103(b) of the Condominium Act, the Board of Directors may act on behalf of the Association and shall have all of the powers necessary or appropriate for the administration of Association.

During the Declarant Control Period, the Board of Directors shall be composed of Three (3) natural persons. The term "Declarant Control Period" means the period which extends from the date of the recording of this Declaration until the earlier of (a) seven (7) years following the conveyance of the first Unit to a Purchaser or (b) sixty (60) days after the conveyance of seventy-five percent (75%) of the Units, other than a conveyance to a successor Declarant. The Declarant shall have the right during the Declarant Control Period to appoint, remove and replace from time to time any and all members of the Board of Directors, and officers of the Association, without the necessity of obtaining resignations. The directors appointed by the Declarant need not be Unit Owners.

Following the expiration of Declarant Control Period, the affairs of the Association shall be governed by a Board of Directors composed of no less than three (3) and no more than seven (7) natural persons, the exact number of which shall be established by the Bylaws of the Association. A majority of the members at the Board of Directors shall be Unit Owners or spouses of Unit Owners or in the case of a Unit Owner which is a corporation, limited liability company, partnership, trust or estate or other legal entity, a designated agent thereof.

The transition from Declarant-appointed members of the Board of Directors to the Unit Owners generally shall occur no later than the earlier of (a) sixty (60) days after the conveyance of 75% of the Units to purchasers other than a successor Declarant, or (b) seven (7) years following conveyance of the first Unit to a Purchaser, or (c) at such earlier date as the Declarant in its sole discretion shall specify. Prior to the expiration of the Declarant Control Period, a transition meeting of the Association and a transition election shall be held at which all of the members of the Board of Directors and officers of the Association appointed by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns any Units, shall thereupon elect a Board of Directors to act in the place and stead of those resigning.

By written notice duly recorded in said Registry of Deeds specifically referring to this Section, the Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors prior to the termination of the Declarant Control Period, but in that event the Declarant may require, for the duration of the Declarant Control Period that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before such action can become effective.

§6.3 Bylaws. The initial bylaws of the Association are attached hereto as **Exhibit E**.

§6.4 Rules and Regulations. The Board of Directors shall have the power from time to time to adopt, amend and enforce Rules and Regulations relative to the operation, use and occupancy of the Units and the Common Elements, consistent with the provisions of this

Declaration, Bylaws and the Condominium Act including, but not limited to, the appointment of such committees and the enactment and enforcement of such enforcement procedures and penalties for violations as the Board of Directors shall deem appropriate. Any such Rules and Regulations shall be adopted or amended, by means of appropriate resolutions duly approved by the Board of Directors. Notice of such Rules and Regulations and any amendment thereto shall be sent to each Owner or occupant of a Unit promptly after the adoption thereof, and shall bind all Owners, their heirs and assigns, any all tenants, invitees, guests and other persons entering upon the Property.

ARTICLE 7 COMMON CHARGES AND ASSESSMENTS

§7.1 Common Expenses and Service Charges. The term “Common Expenses” include, but are not limited to, such costs and expenses established by the Condominium Act, by this Declaration, by the Bylaws, or by the Board of Directors in connection with the administration, operation, maintenance and repair of the Condominium and the Property and the rendering to Unit Owners of all related services.

The term “Limited Common Expenses” mean the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element, which shall be assessed against the Units to which the appurtenant Limited Common Element is assigned in proportion to the relative Common Expense Liabilities of such Units, as the Board of Directors may periodically establish and determine. If all Units have similar Limited Common Elements, then all Units shall pay such expenses in accordance with their Common Expense Liabilities.

The term “Service Charges” shall mean charges for services benefiting fewer than all the Units, which area assessed exclusively against the Unit or Units benefited in accordance with the use of such services as permitted by Section 1603-115(c) of the Condominium Act and the Bylaws.

All expenses for the administration, operation, maintenance and repair of the condominium and the Property shall be borne by the Unit Owners, by means of assessments as set forth herein. In accordance with the requirements of City of Bangor Planning Board, the City of Bangor shall have no responsibility whatsoever to provide services in connection with such administration, operation, maintenance and repair, including, but not limited to, services involving snow plowing, trash collection, stormwater management and maintenance, and lighting.

§7.2 Allocation and Payment of Assessments of Common Expenses. The total amount of common expenses shall be assessed to the Units as follows:

- a) The Common Expenses that are not otherwise assessed as Limited Common Expenses or Service Charges shall be assessed against all the Units in proportion to the relative Common Expense Liabilities as set forth herein.
- b) If the Board of Directors determine that a Limited Common Expense benefits more than a single Unit in a manner which is not uniform among all Units, then such Limited Common Expense shall be assessed solely against the benefited Units benefited in proportion to the relative Common Expense liabilities of such

Units as between themselves, all as the Board of Directors may periodically determine. If a Limited Common Expense only benefits a single Unit, that Limited Common Expense shall be assessed solely against the Unit benefited, as the Board of Directors shall determine.

- c) For electricity, propane, telephone, and cable television services, and, if separately metered, water and sewer, each Unit Owner shall promptly pay the bills for such services consumed or used in his or her Unit. Any electricity serving the Common Elements, and water and sewer if not separately metered shall be assessed to each Unit as a Common Expense, subject of the right of the Association to submeter and then separately charge for water and sewer services supplied to the Units as Service Charges.
- d) Each Unit is subject to a lien in favor of the Association for the unpaid Common Expenses, Limited Common Expenses, Service Charges and penalties, fines, interest and costs of collection including reasonable attorneys' fees, all as provided in the Condominium Act, the Declaration and the Bylaws.
- e) In any event no later than 60 days after the first Unit is conveyed, all Units owners including Declarant shall commence paying monthly common charges to the Association for all Units which have been legally created and submitted to the Condominium.
- f) Driveways that provide access to more than one Unit shall be maintained, including snowplowing, by the Association, but the cost therefore may be assessed against the benefitted Units.

§7.3 Service Charges. The Association shall have the express power to separately assess a Unit and the owner thereof as a "Service Charge" for services rendered to that Unit. Such Service Charge assessments shall constitute a lien on the Unit with the same status as a lien for Common Expense liability assessments under the Condominium Act, this Declaration and the 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 family, guests or tenants requests the Association or its agent to perform repair and maintenance work on his Unit, or damages the Common Elements or safety systems or fails to perform maintenance and repair work required, the expense thereof as determined by the Board of Directors or its designee may be assessed as a Service Charge.
- b) Fees, if any, which may be established by the Board of Directors for the use and maintenance of water, sewer and/or other utility services and equipment, and propane if provided by a central tank and not billed directly to the Unit by the supplier. Likewise, water and sewage services and propane if supplied to each Unit may be measured separately by such methods and systems established by the Board of Directors in their discretion. The expense of public utility charges

for water and sewer services, for propane, if provided by an on-site central tank, and of associated equipment maintenance and repair and reasonable reserve allowances may be calculated by the Board of Directors in their discretion and assessed monthly as a service charge to each Unit. For budgeting and working capital purposes, the Board of Directors may charge Unit Owners monthly in advance for such expenses based on its reasonable estimate thereof, subject, however, to such periodic reconciliation as the Board in its discretion may deem appropriate based on the measuring system adopted by the Board. At the election of the Board of Directors, the expense of capital improvements, major repairs or renovations to the water and sewer services for the Common Elements may be assessed as a common expense or as a service charge at the election of the Board of Directors.

- c) Insurance premiums for permanent improvements to Units installed by Unit Owners and insured by the request of the Unit Owner with the Association's hazard insurance carrier.

§7.4 Payment of and Lien for Assessments, Service Charges, Fines, Etc. Each Unit Owner shall pay to the Association or its designee the following amounts: (i) on the first day of each month or on such other date that the Board of Directors may determine, one-twelfth (1/12th) of the common charges for Common Expenses including Limited Common Expenses, and Service Charges and revised Common Expenses including revised Limited Common Expenses, assessed against his Unit; (ii) all special assessments and any other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations or the Condominium Act which are assessed against Unit Owners; and (iii) fines, penalties and fees as provided by this Declaration, the Bylaws or the Condominium Act, all interest and late charges and legal fees and other costs of collection thereof.

- a) If for any reason the Association shall revise its annual budget and as a result the Common Expenses or Limited Common Expenses are increased, then commencing on the next day assessments are due each Unit Owner shall pay to the Association or its authorized representative such revised annual Common Expenses, including Limited Common Expenses, assessed against his Unit.
- b) The total annual assessment levied against each Unit for Common Expenses, Limited Common Expenses, Service Charges, any special assessment, other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Act, all interest and late charges, all legal fees and other costs of collection thereof, and all fines, penalties and fees as provided in this Declaration or the Bylaws: (i) shall constitute the personal liability of the Owner of the Unit so assessed; and (ii) shall, until fully paid, constitute a lien against the Unit in favor of the Association as provided in Section 1603-116 of the Condominium Act.

Such lien is prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of this Declaration, (b) a first priority mortgage recorded before or after the date on which the assessment

sought to be enforced becomes delinquent, and (c) statutory liens for real estate taxes and other governmental assessments or charges against the Units; provided, however, that such lien is not subject to the provisions of 14 M.R.S.A. Section 4651 and 18-A M.R.S.A. Section 2-201, *et seq.*, as they or their equivalents may be amended or modified from time to time.

If any assessment is payable in installments, upon a default by such Unit Owner in the timely payment of any two (2) installments in any fiscal year, the maturity of the remaining total of the unpaid installments may be accelerated at the option of the Board of Directors, and the entire balance of the assessment may be declared due and payable in full.

- c) The lien for assessments described in subparagraph (b) may be enforced and foreclosed by the Association in like manner as a mortgage on real estate as provided in the Condominium Act, or by any other means presently or hereafter provided by law or in equity. A suit to recover a money judgment for unpaid assessments, interest, fines, penalties, and costs of collection may be maintained against the Unit Owner personally without foreclosing or waiving the lien securing such assessments, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.
- d) Upon a default in the payment of any amount due the Association or a 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 from the Association to the Unit Owner, then that Unit and its occupants may be excluded from the use and enjoyment of any and all of the Common Elements not essential to access to the Unit, in addition to all other remedies available to the Board of Directors.

§7.5 Liability. Multiple owners of a Unit shall each be jointly and severally liable for all Common Expenses, Limited Common Expenses, special assessments, Service Charges, interest, fees, penalties and costs of collection. A grantee shall not be prevented from exercising any right to recover from the grantor such amounts paid for those assessments, common charges, etc. arising prior to the conveyance. A grantee or proposed purchaser for a Unit under a purchase and sale contract may obtain a statement from the Association setting forth the amount of unpaid common charges, assessments and service charges, late fees, interest and costs of collection against the Unit and such other items required by the Condominium Act, upon payment of such fee as may be established from time to time by the Board of Directors. 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, late fees and costs of collection accruing thereafter.

§7.6 Budget. The proposed budget adopted by the Association's Board of Directors shall be adopted unless rejected by a two-thirds (2/3) vote of all Unit Owners.

§7.7 Working Capital Fund. The Declarant shall establish a segregated working capital fund for the Association equal to \$1,000.00 per declared Unit., to be paid by each Unit purchaser

at the initial transfer of title by the Declarant to the purchaser and shall be paid to the Association. Such fund shall be held in a segregated account, owned by and in the name of the Association, established at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other equivalent federally sponsored insurance. No purchaser shall be entitled to a refund of such monies from the Association upon any subsequent transfer of a Unit.

ARTICLE 8 MAINTENANCE AND USE

§8.1 General Maintenance Responsibilities. The Units and Common Elements shall be maintained and repaired by each Unit Owner and the Association in accordance with the provisions of Section 1603-107(a) of the Condominium Act.

§8.2 Maintenance of Common Elements. Generally the Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including but not limited to snowplowing, stormwater treatment and conveyance systems, street lighting and trash pickup and maintenance of the landscaping all as determined by the Board of Directors. If such repair or replacement of the Common Elements shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, in which case such cost shall be assessed to the Unit Owners responsible as a Service Charge. The Association shall further be responsible for the maintenance and repair of the drainage easement granted by the abutting landowners, County Properties, LLC, as recorded at Book 15847, Page 49 at the Penobscot County registry of Deeds and ensure compliance with Maine DEP permitting and City of Bangor certification requirements relating to stormwater/drainage maintenance.

§8.3 Maintenance of Limited Common Elements. Generally, the Association shall maintain, repair and replace the Limited Common Elements, all as determined by the Board of Directors. The Association may elect to wash exterior windows and assess the Units therefore as a Service Charge or as a part of the general Common Charges.

The Association may assess Limited Common Expenses applicable to particular Unit(s) to such Unit(s) if the item giving rise to the expense shall be uniquely for the benefit of such Unit(s) only. If such repair or replacement of the Limited Common Elements shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, in which case such cost shall be assessed to the Unit Owners responsible as a Service Charge.

Provided however that each Unit Owner shall maintain the interior and exterior surfaces of door and window glass and remove snow and ice from the steps and deck Limited Common Elements appurtenant to the Unit, but the Association may elect to wash exterior windows and remove such ice and snow and assess the Unit therefore as a Service Charge or as a part of the Common Charges.

If a driveway provides access to only one Unit, the owner of such benefitted Unit shall maintain said driveway (including snowplowing) at the expense of the Unit Owner.

§8.4 Maintenance of Unit/Repair Responsibility. Each Unit Owner shall keep and

maintain her or his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or non-structural. Each Unit Owner shall do all redecorating, painting and varnishing which at any time may be necessary to maintain the good appearance and condition of such Unit. The Unit Owner shall maintain the interior surface of windows in the Unit, including periodic washing. No Unit Owner shall deposit any trash, dirt, debris or other substance from the Unit onto the Common Elements or Limited Common Elements, except in designated trash disposal areas.

The Board of Directors may adopt Rules and Regulations requiring the Unit Owners periodically to replace water heaters and washing machine hoses.

Each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or negligence to make any of the repairs required by this Article. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the managing agent any defect or need for repairs for which the Association is responsible.

To the extent that any damage to a Unit is covered by the Association's insurance, the Unit Owner shall be responsible for (i) payment of the first \$250 of the insurance deductible, if any (or such other amount established by the Rules and Regulations) and for (ii) uninsured damage to any Common Element for which the Unit Owner is otherwise responsible due to the fault or negligence of the Owner.

§8.5 Liability of Owner. Each Unit Owner shall be liable, and the Association shall have a lien against his Unit for, all costs of maintaining, repairing or replacing any portion of another Unit or of the Common Elements including Limited Common Elements to the extent that such costs are caused by or attributable to such Unit Owner's act, neglect or carelessness or by that of such Unit Owner's guests, employees, agents, lessees, invitees, or their pets. The Association shall have the right to repair any damage so caused, to cure or correct the cause of the damage and to maintain or replace such damaged Unit or Common Element to the extent the Association deems necessary and appropriate. Such liability shall include any increase in insurance rates occasioned by uses, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed to modify any waiver by insurance companies of rights or subrogation against such Unit Owner.

§8.6 Use and Occupancy Restrictions on Units. Each Unit shall be occupied and used subject to the following restrictions:

- a) *Single Family Residential Use.* No Unit shall be used or occupied for any purpose other than for single family residential purposes, provided, however, that an occupant of a Unit may conduct business activities within the confines of such Unit so long as no signs are displayed, the Unit is not used for meeting with customers or third parties, and there is no noticeable increase in deliveries. Provided however that nothing in this Declaration or the Bylaws shall be construed to prohibit the Declarant from exercising any easements and Special Declarant Rights reserved by the Declarant, including without limitation

promotional, marketing or display purposes, sales of Units and for customer service purposes, or from leasing Units owned by Declarant as provided in this Declaration.

- b) *Insurance.* No activities shall be carried on or materials used or kept in any Unit or any in the Common Elements that will increase the rate of insurance for the Property, or any part thereof without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the property, or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste may be committed on or to the Common Elements.
- c) *Nuisance/Hazard.* No Unit shall be used so as to create a nuisance or an unreasonable interference with the peaceful possession or proper use of any other Unit or the Common Elements. No owner or occupant of any Unit shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements by the Owner or occupant of any other Unit, or which creates or results in a hazard on the Property.
- d) *Pets and Animals.* Except for household pets permitted below, the maintenance, keeping, boarding and/or raising of animals, including without limitation laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Unit or upon the Common Elements. A Unit Owner may keep within such Unit up to two cats, but not dogs, and a reasonable number of other ordinary household pets in a Unit subject to the Rules and Regulations as established from time to time by the Board of Directors. In any event all pets and animals shall be restrained so as not to become noisome, bothersome or offensive to other persons, as determined by the Board of Directors. No dogs, cats or other pets shall be permitted outside of a Unit except on a leash attended by a responsible person. Pet owners shall promptly clean up the droppings left by their pets.

The Association shall have the power to further regulate the keeping of pets and animals under the Bylaws or Rules and Regulations of the Association as promulgated or amended from time to time. Upon notice and opportunity to be heard, the Board of Directors may expel any offending pets and animals from the Property.

- e) *Fire Safety and Noise Control.* No person shall impair not remove the any acoustical, sound-deadening, or fire-resistant material from the walls, floors or ceilings of a Unit without replacing the same with materials of equal or greater such qualities.
- f) *Trash.* Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of at the allocated dumpster sites or in such a manner as

may be prescribed in Rules and Regulations established by the Board of Directors. No articles of personal property belonging to any Unit Owner shall be stored in any portion of the Common Elements.

- g) *Electrical.* No Unit Owner shall overload the electrical wiring in the Condominium. No Unit Owner shall operate any machinery, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board of Directors, as appropriate, an unreasonable disturbance or make any alterations, repairs or modifications to or connection with the electrical or plumbing systems without the prior written consent of the Board of Directors, as appropriate.

Additional major appliances may not be installed in a Unit without the prior written consent of the Board of Directors.

- h) *Governmental Requirements.* All Unit Owners, their families, guests and invitees shall comply with and conform to all applicable laws and regulations of the State of Maine, and all ordinances, rules and regulations of the City of Bangor. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

§8.7 Use of Common Elements. Subject to this Declaration, the Bylaws or by the Rules and Regulations adopted from time to time by the Board of Directors pursuant to its powers, each Unit Owner, occupant, tenant, guest, visitor and invitee may use the Common Elements in common with all other Unit Owners and their occupants, tenants, guests, visitors and invitees, in accordance with the single family residential purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Unit Owners, upon the following terms:

- a) *Motor Vehicles and Parking.* Only passenger vehicles and trucks with a gross vehicle weight of less than 10,000 pounds may be kept or stored on the Property, and such vehicles must be in operable condition and fully licensed for operation on public highways. No motorized vehicles shall be used on the Property, except within the parking areas and on the streets as shown on the Condominium Plat.

No inoperable vehicles, nor any boats, recreational vehicles, snowmobiles, terrain vehicles or other vehicles or recreational equipment, trailers, or similar items may be kept or parked on the Property except within a fully enclosed garage forming a part of the Unit. No snowmobiles, all terrain vehicles or similar items may be operated on the Property.

Motor vehicles may be parked only in the driveway adjacent to each Unit designated as a Limited Common Elements and in those portions of the Common Elements designated from time to time by the Board of Directors for parking. No parking shall be permitted areas posted against parking by the Board of Directors, and no overnight parking shall be permitted in the streets. No

parking is permitted in the turn around areas. Other than the driveway Limited Common Element appurtenant to each Unit or as the Board of Directors may permit from time to time, any Common Elements designated as spaces for parking shall be used by the Unit Owners on "first come, first served" basis. No unattended vehicle shall be left in such a manner as to impede the passage of traffic or to impair access to driveway or parking areas.

The Board of Directors may adopt such Rules and Regulations as it deems necessary or appropriate to further regulate parking.

- b) *Exterior Alterations.* Except with the written consent of the Board of Directors or as otherwise expressly provided in this Declaration, no person shall (i) construct or maintain any antennas, dishes, wires, cables, fences, decks, steps, signs, canopies, clotheslines or other structures, nor (ii) plant, trim, cut or remove vegetation, trees or shrubs, nor (iii) materially alter the grading or landscaping, nor (iv) do any other thing which affects the appearance from the exterior of the Common Elements or Limited Common Elements.

The Board of Directors may in its discretion designate areas in which Unit Owners may plant flowers and annuals based on plans specifically approved by the Board and subject to the obligation of the Unit Owner to maintain such items in good condition and repair, failing which they may be removed by the Association at the Unit Owner's expense.

- c) *Signs.* No signs of any character shall be erected, posted or displayed from any Unit, Common Element or Limited Common Element without the prior written approval of the Board of Directors, except for such signs as may be posted by the Declarant for the promotional or marketing purposes as permitted herein or as permitted by the Condominium Documents. The Board of Directors shall have sole authority to erect the exterior sign or signs authorized by the City of Bangor. The Board of Directors may also erect or authorize directional and identifying sign(s) listing the name and location of each occupant of the Units.
- d) *Obstruction/Storage.* No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or store anything on any of the Common Elements except those areas designated for parking by the Condominium Documents or as permitted by the Board of Directors.
- e) *Responsibility.* Neither the Board of Directors, the Association, any Unit Owner, nor the Declarant shall be considered a bailee of any personal property stored on the Common Elements (including vehicles parked on the Common Elements), whether or not exclusive possession of the particular area is given to a Unit Owner for storage or parking purposes. None of them shall be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

§8.8 Leasing. The Bylaws may restrict and regulate leasing of Units.

The Declarant shall have the right to operate any Units (even if not then created as Units) owned by the Declarant as a rental property, and may establish and maintain offices, signs and other accouterments normally used in the operation of rental properties in the Declarant's discretion. Such rental operations shall be for the benefit of the Declarant; neither the Association nor any Unit Owner shall have any interest or right in the profits and losses from such operations.

ARTICLE 9 EASEMENTS

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

§9.2 Access. Subject to the terms of this Declaration, the Bylaws and the Rules and Regulations, each Unit Owner shall have an easement in common with all other Unit Owners to use the Common Elements as a means of access to and from his Unit.

§9.3 Association and Board of Directors Access. The Association and its officers and directors and such persons as may be authorized by the Board of Directors shall have the right of access to each Unit, as provided in Section 1603-107(a) of the Condominium Act for the inspection, maintenance, repair or replacement of the Common Elements and Limited Common Elements located in the Unit or accessible from the Unit or for making any addition or improvements thereto; or to make repairs to any Unit, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit, the Common Elements or the Limited Common Elements; or to abate any violation of law, orders, rules or regulations of the Association or of any governmental authorities having jurisdiction thereof. In case of an emergency, such right of entry shall be immediate whether or not the Unit Owner is present at the time. Upon request of the Association, each Unit Owner shall provide the Association with a copy of each key to the Unit.

§9.4 Encroachments. Each Unit and the Common Elements are subject to an easement for structural and lateral support in favor of every other Unit. If any portion of the Common Elements or Limited Common Elements hereafter encroach upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, as a result of settling or shifting of any building in which they are located, other than as a result of the willful 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, then a valid easement for the encroachment and for the maintenance of the same shall exist. In the event that a building is partially destroyed as a result of fire or other casualty or as a result of a taking by eminent domain or by deed in lieu of condemnation and is subsequently rebuilt, encroachments due to such rebuilding shall be permitted, and valid easements appurtenant

thereto shall exist.

§9.5 Ancillary Easements through Common Elements. The Common Elements (including, but not limited to, the Limited Common Elements) adjacent to a Unit are subject to the following easements in favor of the adjacent Unit:

- a) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, cable television, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.
- b) For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Elements adjacent to such Unit; provided that the installation, repair maintenance, use, removal or replacement of any part of the Common Elements, adversely affect either the thermal, fire safety or acoustical character of the building or impair or structurally weaken the building.
- c) For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the studs which support the sheet rock or plaster perimeter walls bounding the Unit, the bottom surface of joists above the Unit and the top surface of the floor joists below the floor of a Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal, safety, or acoustical character of the buildings or impair or structurally weaken the buildings.

ARTICLE 10 RIGHTS OF MORTGAGE LENDERS ON UNITS

§10.1 Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with its appurtenant Allocated Interests. Except as provided by Section 1603-112 of the Condominium Act, a Unit Owner may not mortgage or encumber the Common Elements in any manner except as a component of the Allocated Interests appurtenant to his Unit.

§10.2 Identification of Mortgagee. A Unit Owner who mortgages his Unit shall notify the Board of Directors in writing of the name and address of his Mortgagee(s).

§10.3 Mortgage Foreclosure and Dispositions. Any holder of a first mortgage covering a Unit which obtains title to the Unit pursuant to a foreclosure or other exercise of the remedies provided in the Mortgage or through deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed shall take title to the Unit

with its appurtenant Allocated Interests, free of any claims for unpaid assessments for Common Expenses, Service Charges, late fees, interest and costs levied against such Unit which accrued prior to the acquisition of title to such Unit by the Mortgagee, other than the proportionate share of the Common Expenses which become due and payable from and after the date on which the Mortgagee shall acquire title to the Unit through a completed foreclosure or deed in lieu of foreclosure.

In the event the Association adopts any right of first refusal or purchase option arising in the event of the sale or transfer of a Unit, it shall not impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed, or to dispose or lease a Unit so acquired.

§10.4 Eligible Mortgage Holder. "Eligible Mortgage Holder" means the holder of record of a recorded first Mortgage encumbering a Unit (a "Mortgage") which has delivered written notice to the Association, by prepaid United States Mail, return receipt requested, or by delivery in hand securing a receipt therefore, stating: (a) the name and address of the holder of the Mortgage, (2) the name and address of the owner of the Unit encumbered by such Mortgage, (3) the identifying number of such Unit, and (4) containing a statement that such Mortgage is a recorded first mortgage. The Secretary or manager of the Association shall maintain such information.

Eligible Mortgage Holders shall have all rights specified in the Condominium Act. Furthermore after the filing of the request by an Eligible Mortgage Holder, the Board shall cause notice to be sent to the Eligible Mortgage Holders (and any insurers or guarantors of such mortgages identified in the request) of any one or more of the following events affecting the mortgaged Unit(s), if so requested.

- a) Default in the payment of Common Charges, Assessments, Service Charges, or other amounts due the Association which continues for Sixty (60) days or as required by the Condominium Act;
- b) Default or violation of the Condominium Documents, or any proceedings by the Association relating thereto;
- c) The expiration, cancellation or material modification of insurance required to be maintained under the Declaration or Bylaws of the Association;
- d) A material amendment to the Declaration requiring the consent of Eligible Mortgage Holders;
- e) Termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;
- f) Change in the Allocated Interests of a Unit, voting rights, a change in Unit boundaries or the subdivision of a Unit;

- g) The merger or consolidation of the Condominium with another condominium;
- h) The conveyance or subjection to a security interest of any portion of the Common Elements; and
- i) The lapse, cancellation or material modification of any insurance policy maintained by the Association or any use of any hazard insurance proceeds other than for repair or restoration of the Property.
- j) 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.

§10.5 Mortgagee Approval Rights. For a material amendment to the Declaration or any of the actions specified below 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 is considered material:

- a) Voting rights in the Association;
- b) Change in percentage liability for common expenses, assessment liens for common expenses, priority of assessment liens, or the subordination of assessment liens, or increases in the assessments of more than 25% over the prior year,
- c) Reduction in reserves for maintenance, repair and replacement of Common Elements;
- d) Responsibility for maintenance and repairs;
- e) Reallocation of pro rata interests in the Common Elements, the Limited Common Element or rights to their use;
- f) Alteration of the definitions of the boundaries of any Unit, including the partition or subdivision of a 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) Hazard insurance or fidelity bond requirements;
- j) Imposition of any restrictions on the leasing of 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 after more than 50 Units have been created when professional management had been required previously by an Eligible Mortgage Holder or by the Condominium Declaration or the Bylaws;
- m) Restoration or repair of the Property (after damage or destruction, or partial taking by eminent domain or condemnation) in a manner other than that specified in the Declaration;
- n) Any action to terminate the Condominium after substantial damage destruction or condemnation occurs;
- o) Any provisions of this Article and any other provision of this Declaration expressly benefits mortgage holders, insurers or guarantors; or
- p) Any provisions of this Article.

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 agree.

Approval shall be presumed when an Eligible Mortgage Holder is sent a written request for approval of a proposed amendment by registered or certified mail, return receipt requested, and then fails to submit a response within 30 calendar days after the notice is received.

§10.6 Mortgagee Priority. No provision of the Condominium Documents shall be deemed or construed to give a Unit Owner, or any other person, priority over the rights of any Eligible Mortgage Holder under its mortgage in the case of a distribution of insurance proceeds or condemnation awards for losses to or taking of Units, Common Elements, or both.

§10.7 Records. An Eligible Mortgage Holder may examine the books, records and accounts of the Association at reasonable times. The Association shall maintain current copies of this Declaration, the Association's articles of incorporation, Bylaws, and other Rules and Regulations concerning the Condominium as well as its own books, records, and financial statements available for inspection by Unit Owners or by any Eligible Mortgage Holder, insurers, and guarantors of first mortgages that are secured by Units available during normal business hours. Upon written request, any Eligible Mortgage Holder may obtain an audited statement of the Association's fiscal affairs prepared by an independent certified public accountant once the Condominium has been established for a full fiscal year, which preparation

shall be prepared at the Eligible Mortgage Holder's expense.

ARTICLE 11 INSURANCE

§11.1 General. No later than the date of the first conveyance of a Unit to a person other than the Declarant, the Association, shall obtain and maintain as a Common Expense, the policies of insurance described below to the extent such policies shall be reasonably available. If such insurance is not maintained, then the Association shall give written notice thereof to the Unit Owners and the Eligible Mortgage Holders. To the extent that such insurance subsequently becomes unavailable, the Association shall obtain as a substitution the most comparable insurance available. The Board of Directors is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each Mortgagee and Eligible Mortgage Holder and for each owner of any other interest in the Property, for purchasing and maintaining the insurance, for the collection and disposition of any insurance, including distribution pursuant to Section 1603-113(c) of the Condominium Act, for the negotiation of losses and execution of releases of liability, and for the execution of all documents, and performance of all other acts necessary to accomplish these purposes.

§11.2 Property and Casualty Insurance for Units and Common Elements. The Association shall obtain and maintain in effect an "all-risk" fire and casualty insurance policy covering the Property with extended coverage, vandalism, malicious mischief windstorm, debris removal, cost of demolition and water damage endorsements, issued by an insurance company authorized to do business in the State of Maine (which company shall also meet the ratings requirements of the Federal National Mortgage Association), insuring as a single entity the entire Property including the Common Elements, the Limited Common Elements Units, and the fixtures, supplies and common personal property belonging to the Association, excepting the land, foundations, excavations, and other similar items customarily excluded from property insurance policies and also excepting furniture, furnishings or other personal property supplied or installed by Unit Owners. The policy shall cover the interests of and name as insureds the Association, the Board of Directors, and all Unit Owners and their Mortgagees as their insurable interests may appear.

Such blanket or master insurance policy shall be in an amount equal to one hundred percent (100%) of the then current full replacement cost of the insured Property (exclusive of the land, excavations, foundations and other similar items customarily excluded from such coverage), without deduction for depreciation, together with coverage for the payment of common expenses with respect to damaged Units during the period of reconstruction. Such insurance policy may, at the option of the Board of Directors, contain such deductible as the Board of Directors shall reasonably deem appropriate but not to exceed the lesser of \$10,000 or one (1) percent of the policy's face amount. Unless otherwise established by the Board of Directors from time to time, a Unit Owner shall pay the expense of repair of damage to his Unit in the initial deductible amount of \$250 (as such greater amount as may be revised by the Rules and Regulations adopted by the Board of Directors from time to time) not covered by the insurance; the Association shall not be responsible for the costs of repair of damage to the Unit in the amount of the Unit Owner's insurance deductible. Such casualty insurance policy shall also include the following provisions:

- a) The following endorsements or their equivalent: (a) “no control,” meaning that coverage shall not be prejudiced by any act or neglect of any occupant or Unit Owner or their agents, when such act or neglect is not within the control of the insured, or the Unit Owners collectively, not by any failure of the insured, or the Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or the Unit Owners collectively, have no control; (b) “Construction Code Endorsement” or “increased cost of construction,” (c) “agreed amount” or elimination of co-insurance clause; and (d) “inflation guard,” when it can be obtained.
- b) That any “no other insurance” clause shall expressly exclude individual Unit Owners’ policies from its operation, so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual Unit Owners’ policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees;
- c) The recognition of any Insurance Trust Agreement whereby the Board of Directors may designate in writing an Insurance Trustee to hold any insurance proceeds in trust for disbursement, as provided in Section 11.3 below; and
- d) A standard “mortgagee clause” which shall: (a) provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any Unit, in their respective order and preference, whether or not named therein; (b) provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Association or owners or any persons under any of them; and (c) waive any provision invalidating such mortgagee clauses by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, and requirement that the mortgagee pay any premium thereon, and any contribution clause.

§11.3 Casualty Losses, Adjustment and Payment; Insurance Trustee. Any loss covered by the insurance policy described in Section 11.2 above shall be adjusted with the Association acting through its Board of Directors, but the insurance proceeds shall be payable to the Insurance Trustee designated for that purpose, if any, as provided in the Condominium Act and otherwise to the Association, and not to any Mortgagee.

The Insurance Trustee or the Association as applicable shall hold any insurance proceeds in trust for Unit Owners, Mortgagees and other lien holders as their interests may appear. The Board of Directors shall cause the Insurance Trustee or the Association to obtain a surety bond in 100% of the amount of the insurance proceeds for the faithful performance of the duties as insurance trustee before it shall be entitled to receive such proceeds. Subject to the provisions of this Article, the Bylaws and Section 1603113 (e) of the Condominium Act, the proceeds shall be disbursed first for the repair or restoration of the damage to the Property. Unit Owners, Mortgagees and other lien holders are not entitled to receive payment of any portion of the proceeds, unless either (i) there is a surplus of proceeds after the damaged Common Elements

and Units have been repaired or restored, or (ii) the decision has been made not to repair or restore the damage as provided in Section 1603-113(h) of the Condominium Act, or (iii) the Condominium is terminated in whole or part.

§11.4 Liability Insurance. The Board of Directors shall obtain and maintain, as a Common Expense, comprehensive general public liability insurance (including medical payments insurance) and property damage insurance in such limits as the Board may from time to time determine, insuring each Board of Directors member, the managing agent, each Unit Owner and the Declarant against any liability to the public or to the Unit Owners (and their invitees, agents and employees) covering all occurrences commonly insured against for death, bodily injury or property damage, arising out of the maintenance, ownership or use of the Common Elements, and for any legal liability resulting from suits or actions related to employment contracts to which the Association is a party. Such insurance shall be issued on a comprehensive liability basis and shall contain: (a) a cross liability endorsement, under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (b) hired and non-owned vehicle coverage; (c) a "severability of interest endorsement, which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Association or of another Unit Owner; and (d) a broad form liability extension endorsement including "personal injury," contractual liability, and other coverage commonly included in such broad form endorsement. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than one million dollars (\$1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence.

§11.5 Additional Required Provisions. All insurance policies required to be carried by the Association under this Article shall in addition contain the following provisions or features:

- a) The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Board of Directors, the managing agent or the Unit Owners, and their respective agents, employees, guests and, in the case of the Unit Owners, the members of their households;
- b) The Declarant, so long as the Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner.
- c) Each Unit Owner is an insured person under the policy with respect to liability arising out of the ownership of an undivided interest in the Common Elements or membership in the Association;
- d) The insurer waives its right to subrogation under the policy against any Unit Owner or members of his household;
- e) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
- f) If at the time of a loss under the Association's policy, there is other insurance in

the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

§11.6 Other Insurance. The Board of Directors shall obtain and maintain as a Common Expense:

- a) To the extent reasonably available, "directors and officers" liability insurance, to satisfy the indemnification obligations of the Association;
- b) Workers' compensation insurance, if and to the extent necessary to meet the requirements of law;
- c) Flood insurance if any or all of the Property is located in a special flood hazard area equal to the greater of 100% of the insurable value of the Property or the maximum coverage available under the appropriate National Flood Insurance Administration program. A blanket or master policy shall be obtained which includes a maximum deductible of the lesser of \$5,000 or one percent (1.00%) of the policy fee amount; and
- d) Such other insurance as the Board of Directors may determine, as may be requested by a majority of the Unit Owners, or as may be required by Federal National Mortgage Association Guidelines (including, without limitation, fidelity bond coverage).

§11.7 Memoranda and Cancellation. All insurers that shall issue an insurance policy or policies under this Article shall issue certificates or memoranda of insurance to the Association, and, upon request, to any Unit Owner or Mortgagee.

All such insurers issuing the policy may not cancel (including cancellation for non-payment of premium), substantially modify, or refuse to renew such policy or policies until twenty (20) days after notice of the proposed cancellation of non-renewal has been mailed to the Association, the managing agent, each Unit Owner and each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

§11.8 Separate Insurance. Each Unit Owner shall have the right, at his own expense, to obtain insurance for his Unit and for his own benefit and to obtain insurance coverage upon his personal property and for his personal liability as well as upon any improvements made by him to his Unit under coverage normally called "improvements and betterments coverage;" provided, however, that no Unit Owner shall be entitled to exercise his right to acquire or maintain such insurance coverage which would decrease the amount which the Association on behalf of all Unit Owners may realize under any insurance policy maintained by the Association, or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by a Unit Owner. All such Unit Owner's policies shall contain waivers of subrogation.

At the request of the Association any Unit Owner who obtains an individual insurance policy covering any portion of the Condominium, other than improvements and betterments made

by such Owner at his expense, and personal property belonging to such Owner, shall file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance. Such Unit Owner shall also promptly notify the Board of Directors in writing in the event such policy is canceled. Each Unit Owner shall notify the Board of Directors in writing of all structural improvements made by the Unit Owner to his Unit; provided, however, that this sentence shall not be construed as an authorization to Unit Owners to make structural improvements to Units otherwise than in accordance with this Declaration, the Bylaws and Rules and Regulations promulgated by the Board of Directors. Any premium increase caused by such improvements may be assessed to the Owner of the improved Unit. No Unit Owner shall be entitled to receive insurance proceeds for the repair, restoration or rebuilding of any such improvements not so reported to the Board of Directors, unless otherwise consented to by vote of the Board of Directors.

Notwithstanding any other provision of this Declaration, during the period a building or other associated improvements are under construction prior to the creation of Units therein, the Declarant shall be responsible for procuring casualty insurance on the building and the proceeds of such insurance shall be the exclusive property of the Declarant and its mortgagee.

ARTICLE 12 DAMAGE OR DESTRUCTION

§12.1 Repair. Any portion of the Property damaged or destroyed shall be repaired or replaced promptly by the Association unless:

- a) The Condominium is terminated;
- b) Repair or replacement would be illegal under any state or local health or safety statute 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 which would not be rebuilt, and including the consent of the Eligible Mortgage Holders as required herein.

The cost of repair or replacement in excess of insurance proceeds and reserves or not covered by any deductible shall be a common expense, provided that Unit Owners shall be responsible for \$250 of the insurance deductible for damage to their Units or such greater portion of the deductible established by the Rules and Regulations adopted from time to time by the Board of Directors.

§12.2 Application of Insurance Proceeds. If the entire Property is not completely repaired or replaced:

- a) the insurance proceeds attributable to the damaged Units and 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 Units which are not rebuilt, including without limitation the interest in the Common Elements and in Limited Common Element, shall be distributed to such Unit Owners and their mortgagees; 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 with the Association, which shall exclusively represent all Unit Owners in any proceedings, negotiations, settlements or agreements. 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 13 of the Declaration governs the distribution of insurance proceeds if the Condominium is terminated. If the members vote not to rebuild any Unit, that Unit's percentage interest in the Common Elements shall be automatically reallocated to the then remaining Units in proportion to their percentage interests prior to the reallocation, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation. Unless a Unit Owner has requested and received written confirmation from both the Association and the Association's hazard insurance carrier of optional insurance coverage for the owner's permanent improvements and betterments within the Unit, the Unit Owner shall be responsible for the expense of repair or replacement.

Notwithstanding any other provision of this Declaration, during the period a building is under construction prior to its creation as a Unit and the time the Unit commences paying common charges, the Declarant shall be responsible for procuring casualty insurance on the building and the proceeds of such insurance shall be the exclusive property of the Declarant and its mortgagee.

ARTICLE 13 TERMINATION OF CONDOMINIUM

§13.1 Termination. In accordance with Condominium Act, the Condominium may be terminated in whole or part with the agreement of the Owners of Units to which at least eighty (80) percent of the Votes in the Association are allocated, and that percentage of Eligible Mortgage Holders required herein and the Condominium Act. Termination shall not bar the subsequent resubmission of the Property to the Condominium Act.

§13.2 Effect of 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 and subject to the Condominium Act with any mortgages or liens affecting a Unit to attach in order of priority against the resulting interest.

ARTICLE 14 EMINENT DOMAIN

§14.1 Acquisition of Unit(s). 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 its percentage interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition of the Unit, its 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.

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. Upon such acquisition, (i) that Unit's Allocated Interests shall be reduced in proportion to the reduction in the size of the Unit, and (ii) the portion of the allocated interest divested from the partially acquired Unit shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Allocated Interests, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests provided however, that each Unit shall continue to have one vote to permit equality among Units.

§14.2 Acquisition of Common Elements. If part of the Common Elements are acquired by eminent domain, the Association shall be entitled to payment of the award, subject, however, 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 elements. Any portion of an award attributable to the acquisition of a Limited Common Elements 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 was allocated at the time of acquisition in proportion to their interests in the Common Elements.

§14.3 Rights of the Association and Mortgage Holders. In the event of a proposed acquisition by eminent domain, the Association shall have the right but not the obligation to act and to intervene on behalf of Unit Owners. Nothing contained in this Declaration, the Bylaws or any rule or regulation adopted by the Association, 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 of Units and/or Common Elements.

ARTICLE 15 AMENDMENTS

§15.1 General. Certain amendments to this Declaration may be made unilaterally by the Declarant in accordance with this Declaration and the Condominium Act. In addition, certain amendments may be unilaterally executed and recorded by the Association as described in Condominium Act Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113, Subdivision of Units and 1602-117(a), Amendment of Declaration, and certain amendments to this Declaration may be made by certain Units in Sections 1602-108(b), Reallocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-

113(b), Subdivision of Units, or 1602-118(b) of the Condominium Act.

Otherwise subject to the other provisions of this Declaration and of the Condominium Act, the Declaration and the accompanying Plats and the Plans may be amended as follows:

- a) *Before Any Conveyance.* Prior to the conveyance of any Unit by the Declarant to a third party purchaser (other than as security for an obligation), the Declarant shall have the right to unilaterally amend and re-amend this Declaration in any manner that the Declarant may deem appropriate.
- b) *After First Conveyance.* After the first conveyance of Unit by a Declarant to a third party purchaser, the terms of the following procedures shall apply to an amendment of this Declaration:
 - i. *Development and Special Declarant Rights.* Notwithstanding any other provision of this Declaration, the Declarant acting unilaterally may record amendments to this Declaration which result from the exercise of Development and Special Declarant Rights pursuant to this Declaration and/or the Act.
 - ii. *Proposal and Notice.* An amendment to the Declaration may be proposed by either the Board of Directors or by Unit Owners holding at least twenty (20) percent of the votes in the Association. Notice of the subject matter of a proposed amendment, including the proposed text thereof, shall be included in the notice of any meeting in which a proposed amendment is to be considered, and such notice shall be given to all Unit Owners and all eligible Mortgage Holders.
 - iii. *Approval.* The amendment shall be adopted if it receives the affirmative vote or written consent of Sixty-Seven percent (67%) or more of the total percentage in interest of all votes in the Association in all cases and such Eligible Mortgage Holders as may be required herein. Unit Owners and mortgagees may express their approval in writing or by proxy. Provided however that no amendment may change the uses to which a Unit may be put without the unanimous consent of the owners of Units affected. Except as specifically provided to the contrary in this Declaration or the Act, no amendment may alter the boundaries of a Unit or the Allocated Interests allocated to a Unit without the unanimous consent of all affected owners.
 - iv. *By Written Agreement.* In the alternative, an amendment may be made by an agreement signed by the record Owners of Units to which are allocated one hundred percent (100%) of the Units in the manner required for the execution of a deed and acknowledged by at least one of them, together with any required approval by Eligible Mortgage Holders, and such amendment shall be effective when certified and recorded as provided below.

§15.2 Proviso; Consent of Declarant. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant shall approve such amendment.

§15.3 Notice, Execution and Recording. After each amendment to this Declaration adopted by the Association pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all Eligible Mortgage Holders, but failure to send such notices shall not affect the validity of such amendment. A certificate of each such amendment shall be executed and acknowledged by such officer(s) or director(s) of the Association designated for that purpose by the Bylaws. The amendment shall be effective when such certificate and copy of the Amendment are recorded.

§15.4 Notice and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association may be brought more than one (1) year after such amendment is recorded.

§15.5 Prohibited Amendments. Notwithstanding the above provisions no amendments are allowed that would violate municipal or state regulations or subdivision approvals without consent of the municipality or state agency as appropriate. The municipality may enforce the provisions of this declaration to the extent municipal and state regulations or subdivision approvals are violated and the association fails to enforce the provisions within 60 days after receipt of written demand by the municipality.

ARTICLE 16 GENERAL PROVISIONS

§16.1 Enforcement. The failure to comply with the terms of this Declaration, the Bylaws and the Rules and Regulations adopted pursuant thereto shall entitle the Association to (a) take court action, including without limitation suit for injunctive relief, and/or (b) take such further action as permitted under the Bylaws, and/or (c) enter the Unit or Common Elements in which such violation or breach exists and summarily to abate and cure the violation at the expense of the defaulting Unit Owner, and the Board of Directors shall not be deemed guilty in any manner of trespass when enforcing these terms. The exercise of any one remedy shall not preclude the exercise of other remedies provided by law, the Condominium Act, this Declaration or in the Bylaws. In any such enforcement action or proceeding the Association shall be entitled to recover the costs of the proceeding, including reasonable attorney's fees and costs, with interest.

The failure of the Board of Directors to enforce any covenant, restriction or other provision of the Condominium Act, the Bylaws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

§16.2 Units Not Yet Separately Assessed. In the event that for any year real estate taxes are not separately taxed and assessed to each separate Unit Owner but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective Common Expense Liabilities.

§16.3 Conflict. If any provision of this Declaration, the Bylaws or the Rules and Regulations conflicts with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws and Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

§16.4 Severability. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

§16.5 Waiver. 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 which may occur.

§16.6 Captions. The headings in this Declaration are for purposes of reference only, and shall not limit or otherwise affect the meaning hereof. The table of contents is attached to this Declaration for purposes of reference and convenience only, and shall neither limit nor otherwise affect the meaning of this Declaration. References in this Declaration to Articles, and Schedules without references to the document in which they are contained are references to this Declaration. Schedules are attached to and incorporated by reference into this Declaration.

§16.7 Gender, Number, Etc. 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.

§16.8 Power to Interpret. Any dispute or disagreement with any person other than the Declarant with respect to interpretation or application of this Declaration or the Bylaws or the Rules and Regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

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

All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit Owner(s), on the other hand, arising out of or relating to a Unit, the Common Elements, the Limited Common Elements, this Declaration, the Bylaws, the Rules and Regulations, or the deed to any Unit or the breach thereof, or the course of dealing between any Unit Owner, the Association and the Declarant, except for claims which have been waived by the acceptance of a deed, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be

final, and judgment may be entered upon it in accordance applicable law in any court having jurisdiction thereof.

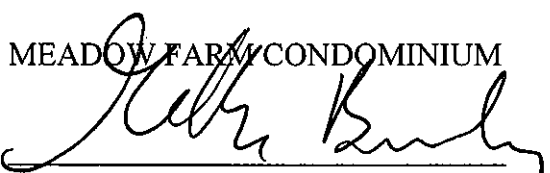
**ARTICLE 17
NOTICES**

§17.1 Notices.

- a) *To Unit Owners.* All notices, demands, bills and statements or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be delivered in hand, delivered to the Unit, or sent by United States mail, postage prepaid. If such notification is of a default or lien, then it shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Unit Owner at the address which the Unit Owner shall designate in writing and file with the Secretary of the Association, or if no such address is so designated, the address of the Unit of such Unit Owner who is the record owner thereof.
- b) *Notice to the Association.* All notices, demands, statements or other communications affecting the condominium given by the Unit Owners to the Association shall be in writing, and shall be deemed to be delivered personally, securing a written receipt therefore, or sent by United States mail, postage prepaid, return receipt requested, addressed to the Association at the principal office of the managing agent, if any, and to the secretary of the Association at the Secretary's address.
- c) *Notice to Eligible Mortgage Holder.* All notices, demands, statements or other communications affecting the Condominium given by the Association to any Eligible Mortgage Holder shall be in writing and shall be delivered personally, securing a written receipt, or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to the notice given to the Association when it became an Eligible Mortgage Holder.

WITNESS its hand and seal as of 27th day of February, 2021.

MEADOW FARM CONDOMINIUM



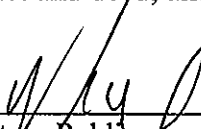
By: Glendon N. Braley
Its: Declarant/Developer

4

STATE OF MAINE COUNTY OF AROOSTOOK, ss

Date: 2/24/21

Personally appeared the above-named Glendon N. Braley in his said capacity and acknowledged the foregoing Declaration to be his free act and deed, and the free act and deed of said limited liability company, before me.



Notary Public
Name: Ashlee Scully
My Commission Expires: 2/06/2024



- | | |
|-----------|--------------------------------|
| Exhibit A | Legal Description of Land |
| Exhibit B | Condominium Plat |
| Exhibit C | Condominium Floor Plans |
| Exhibit D | Allocated Interests |
| Exhibit E | Condominium Association Bylaws |

EXHIBIT A

A certain lot or parcel of land situated on the easterly side of Ohio Street in the City of Bangor, County of Penobscot, State of Maine bounded and described as follows:

Beginning at a #6 rebar found in the easterly line of Ohio Street at the at the southwesterly corner of the land described in a deed from Daniel F. Pelletier and Geraldine B. Pelletier, personal representatives of the estate of Charlotte T. Peavey, to Jennifer E. Weatherby dated March 10, 1997 recorded in Penobscot Registry of Deeds Volume 6348, Page 255 and the northwesterly corner of land of Chad J. Walton and Carla T. Walton as described in Volume 5956 Page 147;

Thence by and along said street line, North 20° 38' 51" West 200.00' to a #6 rebar set capped LS 1058;

Thence through land of said Weatherby, North 69° 01' 34" East 80.00' to a #6 rebar set capped LS 1058;

Thence North 37° 54' 35" East 76.25' to a #6 rebar set capped LS 1058;

Thence North 20° 38' 51" West 163.43' to a #6 rebar capped LS 1058 set in the southerly line of land of Ellen L. Severence as described in Volume 1854 Page 11;

Thence along the southerly line of said Severence, North 37° 55' 07" East 563.94' to a #6 rebar found at the southeasterly corner of said Severence;

Thence along the easterly line of said Severence, North 20° 35' 23" West 137.55' to a #6 rebar found at land of Albert L. Bean;

Thence along the southerly line of said Bean, North 39° 17' 24" East 568.09' to a #6 rebar found;

Thence continuing North 39° 17' 24" East about 70' to the Kenduskeag Stream;

Thence southerly by and along said stream about 476' to the northerly line of said Walton at a point located North 37° 54' 35" East about 308' from a 1" iron bolt found in the northerly line of said Walton;

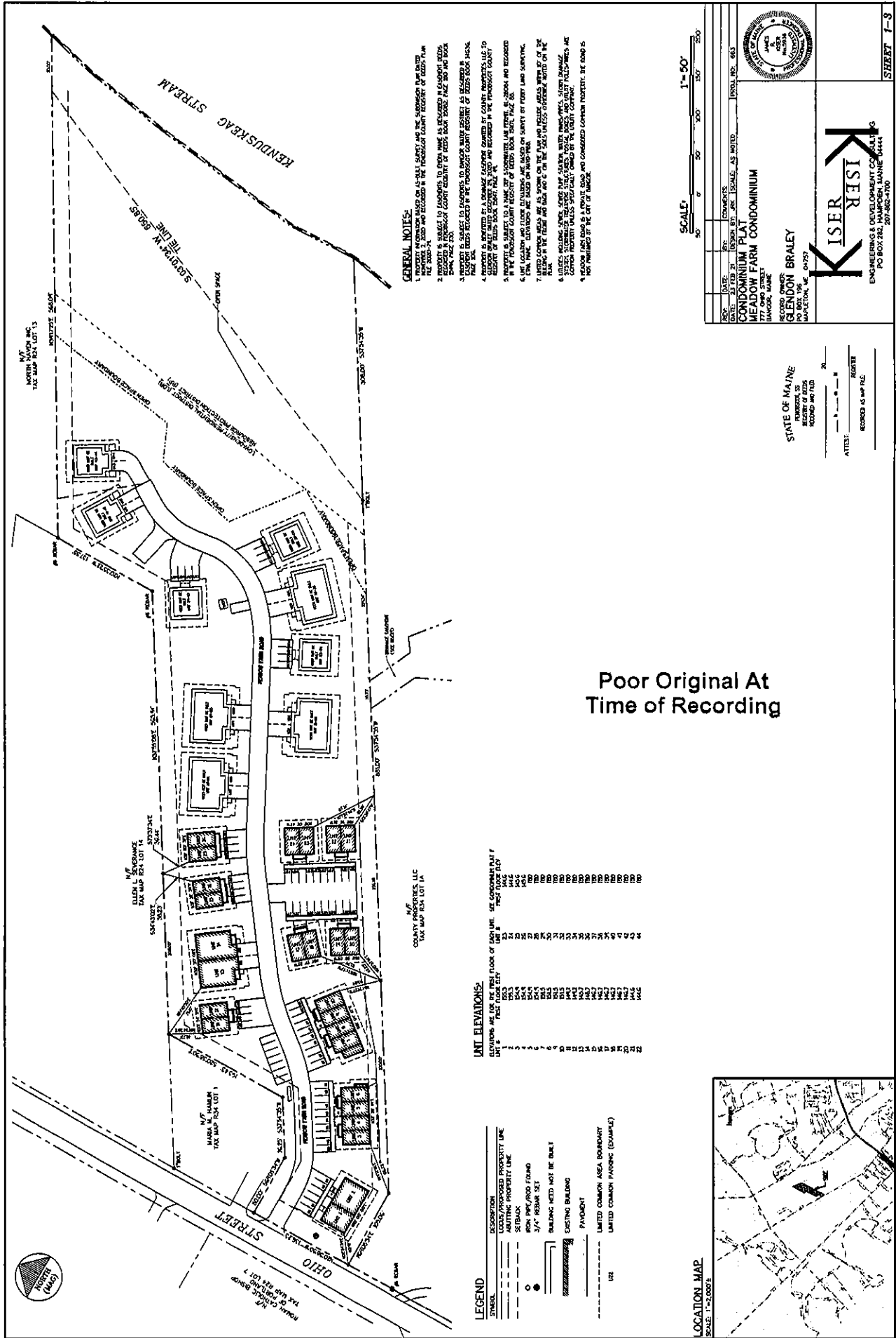
Thence South 37° 54' 35" West about 308' to said 1" iron bolt found, said bolt being located South 03° 01' 34" West 650.85' from the last #6 rebar found;

Thence continuing along the northerly line of said Walton, South 37° 54' 35" West 1004.15' to the easterly line of said Ohio Street and the #6 rebar found at the point of beginning.

Containing 9.2 acres.

Being the same premises described in the deed dated October 16, 2014 from Carolyn Millar to Glendon Braley, and recorded in the Penobscot County Registry of Deeds in Book 13677, Page 139. Excepting and reserving that portion of the above described premises conveyed by Quitclaim Deed to County Properties, LLC dated November 5, 2018 and recorded in the Penobscot County Registry of Deeds in Book 15000, Page 70.

EXHIBIT B



Poor Original At Time of Recording

STATE OF MAINE
RECORDS OF DEEDS
RECORDS DIVISION

ATTEST: _____
RECORDED AS MAP FILE: _____

SCALE: 1"=50'

CONDOMINIUM PLAT
MEADOW FARM CONDOMINIUM
UNINCORPORATED

REGISTERED FOR
SCOTT BRADLEY
1777 OAK STREET
PORTLAND, ME 04103

ENGINEERING & DEVELOPMENT CONSULTANTS
PO BOX 262, 207 AND 1100
PORTLAND, ME 04103

SHRETT 1-3

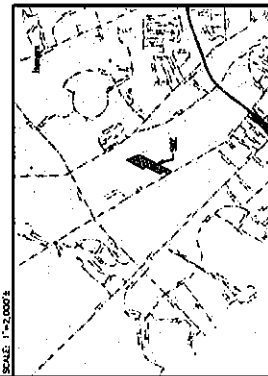
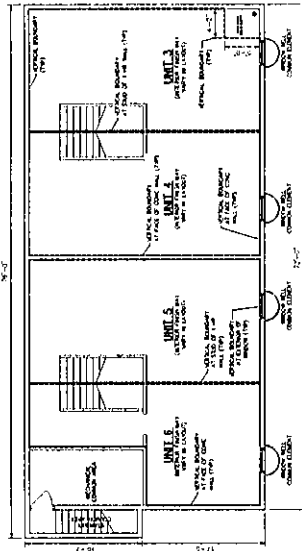
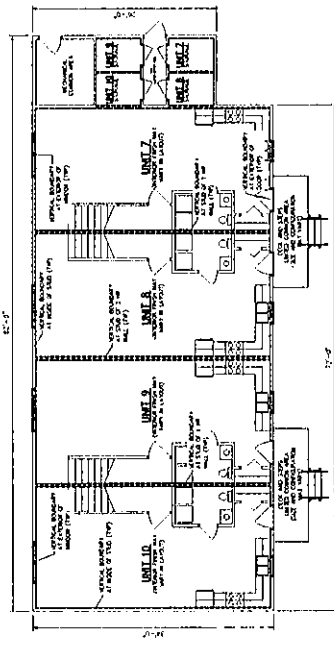
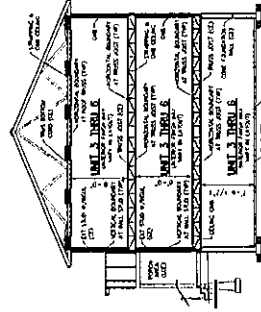
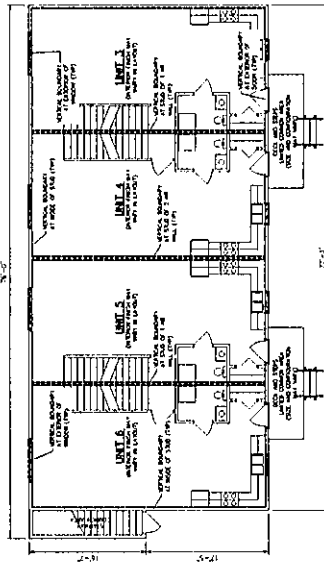
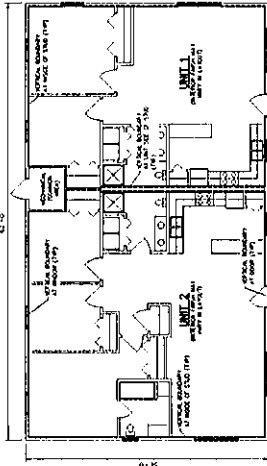
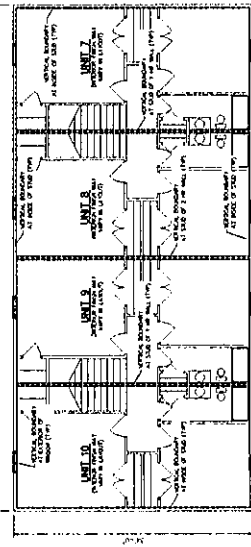
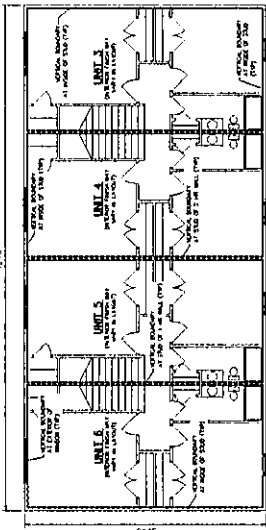
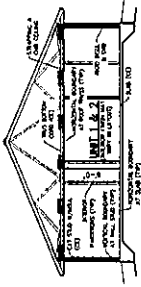


EXHIBIT C

Poor Original At Time of Recording



STATE OF MAINE
 PROBATE, SS
 RECEIPT OF DEEDS
 RECORDS AND FEES

NOTE: FOR MORE DETAILED DESCRIPTION OF THE UNIT BOUNDARIES, REFER TO THE CONDOMINIUM COCCORDANTS.

ATTEST: _____

RECORDED AS MAP FILE: _____

PROJ. NO. 603

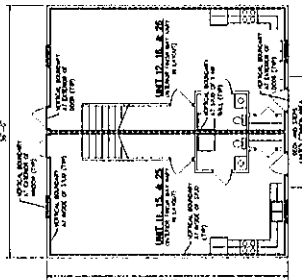
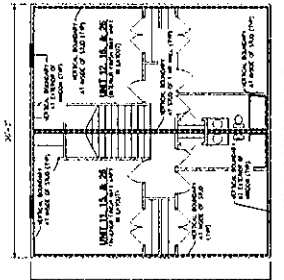
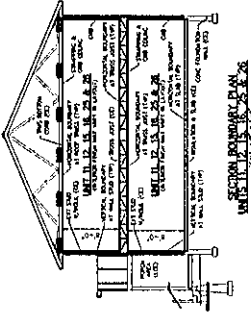
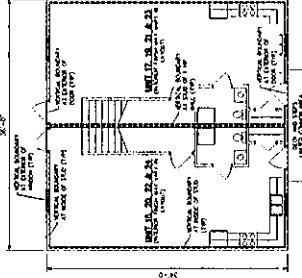
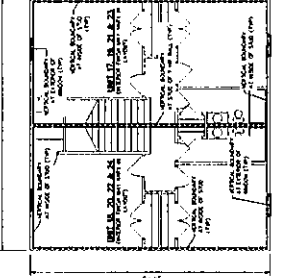
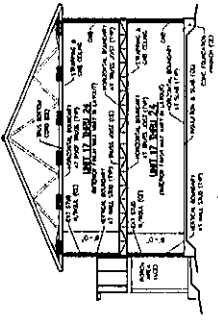
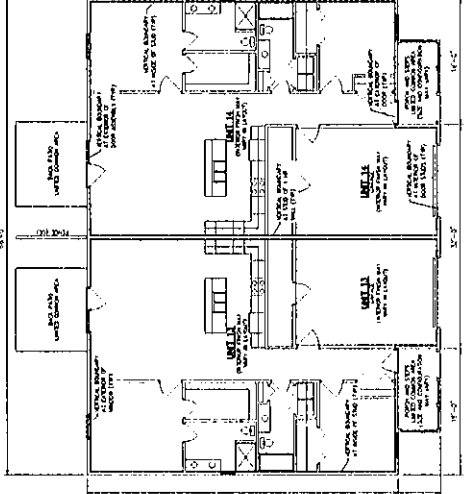
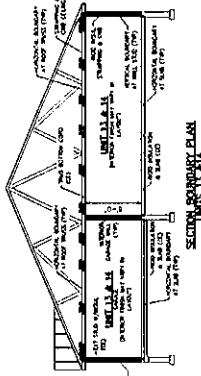
DATE: 03 FEB 21 09:23 AM 11 SCALE: AS NOTED

CONDOMINIUM BUILDING PLANS
 MEADOW FARM CONDOMINIUM
 BRADYON BRALEY
 20 DEAN ST
 WASHINGTON, ME 04097

KISER
 ENGINEERING & DEVELOPMENT CONSULTANTS
 772 ORCH STREET
 BRADDOCK, MAINE 04044
 207-862-1700

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

SHEET 2-3



Poor Original At Time of Recording

STATE OF MAINE
PROCESSED AS
REGISTRY OF DEEDS
RECEIVED AND FILED

DATE: _____
ATTEST: _____
REGISTERED AS MAP FILE _____

NOTE: USE OF THIS REPRODUCTION OF THE UNIT BOUNDARIES REFER TO THE
CONDOMINIUM DOCUMENTS

CONDOMINIUM BUILDING PLANS
MEADOW FARM CONDOMINIUM

777 OAK STREET
SANDIS, MAINE

STEPHEN BRADLEY
REGISTERED PROFESSIONAL ARCHITECT
100 PARK ST.
MAINE, ME 04101

SCALE: AS SHOWN
PROJECT NO. 663

PLANNING & DEVELOPMENT CONSULTING
PO BOX 282, 207-862-1700
MAINE 04444

STATE OF MAINE
REGISTERED PROFESSIONAL ARCHITECT
STEPHEN BRADLEY
NO. 100 PARK ST.
MAINE, ME 04101

REGISTERED AS MAP FILE _____

DATE: _____

ATTEST: _____

REGISTERED AS MAP FILE _____

STATE OF MAINE
PROCESSED AS
REGISTRY OF DEEDS
RECEIVED AND FILED

DATE: _____
ATTEST: _____
REGISTERED AS MAP FILE _____

Sheet 3-3

**Exhibit D
Allocated Interests**

| Unit # | Percentage Interest and Common Expense Liability | Votes |
|---------------|---|--------------|
| #1 | 3.8% | 1 |
| #2 | 3.8% | 1 |
| #3 | 3.8% | 1 |
| #4 | 3.8% | 1 |
| #5 | 3.8% | 1 |
| #6 | 3.8% | 1 |
| #7 | 3.8% | 1 |
| #8 | 3.8% | 1 |
| #9 | 3.8% | 1 |
| #10 | 3.8% | 1 |
| #11 | 3.8% | 1 |
| #12 | 3.8% | 1 |
| #13 | 3.8% | 1 |
| #14 | 3.8% | 1 |
| #15 | 3.8% | 1 |
| #16 | 3.8% | 1 |
| #17 | 3.8% | 1 |
| #18 | 3.8% | 1 |
| #19 | 3.8% | 1 |
| #20 | 3.8% | 1 |
| #21 | 3.8% | 1 |
| #22 | 3.8% | 1 |
| #23 | 3.8% | 1 |
| #24 | 3.8% | 1 |
| #25 | 3.8% | 1 |
| #26 | 3.8% | 1 |

EXHIBIT E

BYLAWS OF MEADOW FARM CONDOMINIUM ASSOCIATION

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- Section 1.02 Application.
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- Section 1.04 Interpretation.

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- Section 2.2 Powers.
- Section 2.3 Nonprofit Status

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BYLAWS OF MEADOW FARM CONDOMINIUM ASSOCIATION

ARTICLE I. CREATION AND APPLICATION

Section 1.01 Creation. This corporation is organized under the Maine Nonprofit Corporation Act in connection with the submission of Property known as the Meadow Farm Condominiums (the "Condominium") located in the City of Bangor, Maine to the Maine Condominium Act pursuant to the Meadow Farm Condominium Declaration (the "Declaration") as recorded in the Penobscot County Registry of Deeds. The name of the corporation is the Meadow Farm Condominium Association (the "Association").

The term "Property" as used herein shall include the lands, buildings and all other improvements thereon (including the Units, the Common Elements, and all easements, rights and appurtenances belonging thereto) and all other property, real, personal or mixed, intended for use in connection therewith now or hereafter submitted to or governed by the Declaration.

Capitalized terms not otherwise defined in these Bylaws shall have the meanings as specified in the Condominium Act or the Declaration.

Section 1.02 Application. All present and future Unit Owners, mortgagees, lessees, licensees and occupants of the Units, their employees, guests, invitees, agents and customers, and any other persons who may enter upon the Property in any manner are subject to these Bylaws and to the Rules and Regulations, all as adopted, amended or altered from time to time by the Board of Directors of the Association (the "Board of Directors").

Section 1.03 Office. The principal office of the Association shall be located at the Condominium.

Section 1.04 Interpretation. In the event of any conflict or discrepancy among the Declaration including the Plat and Plans, the Bylaws, and the Rules and Regulations, the provisions of the Declaration shall govern.

ARTICLE II. PURPOSES AND POWERS OF THE ASSOCIATION

Section 2.1 Purposes. The purposes of the Association are to establish a nonprofit corporation pursuant to the Declaration, the Maine Nonprofit Corporation Act and the Maine Condominium Act for the government, funding, operation, regulation and maintenance of the Condominium established under the Declaration.

Section 2.2 Powers. In addition to all the powers, authority and responsibilities granted to or imposed upon this Association by the Declaration and the laws of the State of Maine, specifically including those set forth or referred to in the Maine Condominium Act or the Maine Nonprofit Corporation Act all of which the Association shall have to the extent permitted by law and by the Declaration, the Association shall have the specific powers to, subject to the reserved

rights of the Declarant:

- A. Adopt and amend Bylaws and Rules and Regulations;
- B. Adopt and amend budgets for revenues, expenditures and reserves, and to collect assessments for Common Expenses and Service Charges from Unit owners;
- C. Hire and terminate managers and other employees, agents, and independent contractors;
- D. Institute, defend, or intervene in litigation, arbitration, or administrative proceedings in its own name on behalf of itself or two (2) or more Unit owners on matters affecting the Condominium, and the Association shall be deemed to be the attorney-in-fact of each Unit owner for such purposes;
- E. Make contracts, borrow money and incur liabilities;
- F. Regulate the use, maintenance, repair, replacement and modification of Common Elements, provided, however, that the use and allocation of the Limited Common Elements may not be changed without the consent of those Unit owners affected;
- G. Cause additional improvements to be made as a part of the Common Elements, subject to the restrictions set forth herein;
- H. Acquire, hold, encumber and convey in its own name any right, title, or interest to real or personal property;
- I. Grant easements, leases, concessions, and licenses for public utilities and other facilities servicing or benefiting the Property through or over the Common Elements upon notice to the Owners as set forth in Section 9.1;
- J. Impose and receive payments, fees, or charges for the use, rental, or operation of facilities located on the Common Elements;
- K. Impose charges and interest for late payment of Common Expense Assessments, Service Charges, fees and, after notice and an opportunity to be heard, impose reasonable penalties and fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association;
- L. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Common Expense assessments and Service Charges or resale certificates furnished in accordance with the Maine Condominium Act;
- M. Provide for the indemnification of its officers and directors, and maintain directors' and officers' liability insurance;

- N. Pledge, assign and grant a security interest covering all revenues including regular and special assessments and service charges for the purpose of raising funds for repairs, renovations, improvements and associated costs and expenses with respect to the Common Elements, subject to the approval of a majority in interest vote of the Unit Owners;
- O. Exercise any other powers conferred by the Declaration or these Bylaws;
- P. Exercise all other powers that may be exercised pursuant to the Maine Nonprofit Corporation Act.

The Board of Directors of the Association shall manage the Condominium and exercise all such powers on behalf of the Association, subject to the terms of these Bylaws, the Declaration and the Maine Nonprofit Corporation Act and the Maine Condominium Act.

Section 2.3 Nonprofit Status. The Association is not organized for profit and no property or profit thereof shall inure to the benefit of any person except in furtherance of the non-profit-making purposes of the Association or in the course of acquiring, constructing or providing management, maintenance and care of the Condominium Property, or by virtue of a rebate of excess membership dues, fees, Common Expense assessments, or Service Charges.

ARTICLE III. ASSOCIATION OF OWNERS.

Section 3.1 Membership. The members shall consist exclusively of all owners of Units in the Condominium created in accordance with the Declaration or, following termination of the Condominium, of all former Unit owners entitled to the distribution proceeds or their heirs, successors and assigns. Membership is transferable only as provided in the Declaration or these Bylaws. The membership of a Unit owner shall terminate upon the conveyance, transfer or other disposition of his or her interest in the Unit accomplished in accordance with the Declaration, whereupon his or her membership and any interest in the assets of the Association shall automatically transfer to and be vested in the successor in ownership. Membership is otherwise non-transferable. A mortgage of a Unit or the grant of a security interest therein as security for an obligation shall not operate to transfer membership until a foreclosure of the mortgage or security agreement. The Association may but is not required to issue certificates of membership.

Section 3.2 Annual Meeting. Meetings of the Unit Owners shall be held annually each successive year on the first Tuesday of November or if that day is a legal holiday, then on the first day thereafter which is not a holiday, provided that the Board of Directors shall have the authority to alter the annual meeting date in its discretion from time to time if it determines that another meeting date is more convenient or appropriate. The annual meeting and any special meetings shall be held at the Condominium's principal office or such other place as may be designated in the Notice of Meeting.

Section 3.3 Special Meetings. Special meetings of the Unit Owners may be held at any time upon the call of the Board of Directors, or upon the call of twenty percent (20%) or more in voting interest of the Unit Owners, which call shall state the purpose of the meeting. Upon receipt of such call, the Secretary shall promptly cause notices of the meeting to be sent to all Unit Owners of the Association.

Section 3.4 Notice of Meetings. A written notice of each meeting of the Association, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place and time of the meeting, and the items on the agenda (including the general nature of any proposed declaration or bylaw amendment(s), any budget proposal(s) or change(s) and any proposal(s) to remove an officer or director) shall be sent at the direction of the Secretary, if any, at least Ten (10) days, but not more than Sixty (60) days, before the date set for the meeting, accompanied by a mailing of the budget summary if so required by Section 1603-102(c) of the Condominium Act as it may be amended. Such notice shall be given to each Unit Owner listed with the records of the Association as set forth below and to each Eligible Mortgage Holder, if any, and as required by the Declaration:

- A. By hand delivering it to him or her, or
- B. By mailing it, postage prepaid, addressed to the Unit Owner at the address of the Unit or any other address designated in writing by that Unit Owner with the records of the Association, or
- C. Notice may be given by email only if the Maine Nonprofit Act or the Maine Condominium Act is amended to permit email notices in the relevant circumstances and any conditions precedent are complied with.

If notice is given pursuant to the provisions of this section, the failure of any Unit Owner to receive actual notice of the meeting shall not invalidate the meeting.

Section 3.5 Waiver of Notice. The presence of all the Unit Owners in person or by proxy, at any meeting shall conclusively establish the meeting's validity, unless any Owner shall object at the meeting to the non-compliance with this Article. Any meeting so held without objection shall be valid for all purposes, and at any annual meeting any general business may be transacted and any action may be taken.

Section 3.6 Order of Business. The order of business at all meetings of the Unit Owners shall be generally as follows, if applicable:

- A. Roll call.
- B. Proof of proper notice of meeting or waiver of notice.
- C. Review and approval of the minutes of preceding meeting.
- D. Reports of Officers.

- E. Report of Board of Directors.
- F. Report of committees.
- G. Election of the Board of Directors.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

Section 3.7 Parliamentary Procedure. At all meetings of the Unit Owners or of the Executive Board, Robert's Rules of Order as then amended or any similar provisions as may be adopted by the Rules and Regulations shall be followed, except in the event of conflict these Bylaws or Declaration or any applicable provisions of the Rules and Regulations, as the case may be shall prevail.

Section 3.8 Quorum. The presence at the beginning of any meeting of the Association, in person or by proxy of the Unit Owners whose aggregate voting interest constitutes not less than Thirty percent (30%) of the total voting interest therein shall constitute a quorum for the transaction of all business.

The Unit Owners present at a duly called or held meeting at which a quorum was once present may continue to do business at the meeting or at any adjournment thereof, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 3.9 Voting.

- A. Any person, partnership, limited liability company, corporation, trust, or other legal entity or a combination thereof, owning any Unit (other than an interest held as security for an obligation) duly recorded in his or her or its name, which ownership shall be determined from the records of said Registry of Deeds, shall be a member of the Association, and either, in person or by proxy, shall be entitled to vote for each Unit so owned at all meetings of the Association.
- B. Multiple owners of a Unit shall be deemed one member. If only one of the multiple owners of a Unit is present in person or by proxy at a meeting of the Association, he or she is entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the owners. There is presumed to be a majority agreement if any one of the multiple owners present casts the votes allocated to that Unit unless any of the other owners of the Unit promptly protests to the person presiding over the meeting.

- C. Votes allocated to a Unit may be cast pursuant to a written and dated proxy duly signed by a Unit owner and filed with the Secretary or the Secretary's designee. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed written proxy. A Unit owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is not valid if it is not dated or purports to be revocable without notice as determined by the Secretary of the Association. A proxy shall automatically terminate eleven (11) months after its date, unless it specifies a shorter term. Facsimile or scanned and emailed copies of a properly signed and dated proxy shall be valid, but emailed text proxies are not permitted.

Written proxies, ballots and other records pertaining to voting by owners shall be retained for one year after the election, action or vote to which they relate.

- D. An executor, administrator, personal representative, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any Unit owned or held by him or her in such a capacity, whether or not the same shall have been transferred of record by a duly recorded conveyance. If the Unit has not been so transferred, he or she shall satisfy the secretary that he or she so holds the Unit.
- E. The Declarant may exercise the voting rights pertaining to any Unit to which it retains title. No vote pertaining to a Unit owned by the Association may be cast, and the voting interest of such a Unit shall not be deemed to be outstanding in determining the presence of a quorum or the percentage of approval needed to act.
- F. Each Unit shall have the percentage vote in the Association specified in the Declaration. Any specified percentage vote refers to the aggregate percentage of such votes.
- G. At any meeting at which a quorum is present, the affirmative vote of a majority of the voting interest of those present shall determine any question except the election of Directors, unless a greater percentage vote is required by law, by the Declaration or by these Bylaws. In the election of Directors, those receiving the greatest number of votes, though less than a majority, shall be elected. For the purposes of amending the Declaration or these Bylaws, the percentage in interest shall be measured against the total voting interest regardless of whether or not such Unit owners are present.
- H. Upon reasonable advance notice, Unit Owners may elect to attend any meeting of the Association via a telephonic speakerphone at which they may hear and be heard by other Unit Owners, but Unit Owners wishing to attend in this manner shall be responsible for the costs of providing speakerphone services. The Association shall provide reasonable cooperation in arranging such services. The

Executive Board's decision as to such matters shall be binding.

Section 3.10 Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by the President subject to change by majority vote of the Unit Owners present, whether a quorum be present or not, without further notice of the time and place of adjournment beyond that given at the meeting if adjourned to a date which is less than thirty (30) days from the date of the meeting and if the time and place of the adjourned meeting are announced at the meeting at which the adjournment is taken. When any meeting is adjourned, for whatever reason, for thirty (30) days or more, notice of the adjourned meeting must be given. At the adjourned meeting, the Association may transact any business that might have been transacted at the meeting at which the adjournment was taken.

Section 3.11 Unanimous Action by Unit Owners without a Meeting. Any action required or permitted to be taken at a meeting of the Unit Owners (to the extent not otherwise precluded by law) may be taken without a meeting if written consents, setting forth the action so taken, are signed by all the Unit Owners entitled to vote on such action and are filed with the Secretary of the Association as part of the corporate records. Such written consents shall have the same effect as a unanimous vote of the Unit Owners.

ARTICLE IV. BOARD OF DIRECTORS.

Section 4.1 Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors initially composed of three (3) directors appointed by the Declarant. Upon the expiration of the Declarant Control Period as defined in the Declaration, the members shall elect five (5) directors, three (3) for a term of two (2) years and the remainder for a term of one (1) year; a majority of such directors shall be the owner or the spouse of an owner of a Unit, or if a Unit owner is a corporation, limited liability company, partnership, trust or estate, then an officer, director, member, manager, partner, trustee, beneficiary or appointed personal representative thereof. The number of directors shall equal the number of Units which have been created if fewer than 5 have been created. The number of directors may be changed by vote of the members at an annual meeting, subject to the minimum three (3) and the maximum seven (7) number of directors set forth in the Articles of Incorporation for the Association and further provided that a reduction in the number of directors shall not shorten the term of any incumbent directors.

Section 4.2 Election and Term of Office and Resignation. At the expiration of the initial term of office of each director, his or her successor shall be elected to serve a term of two (2) years; provided, however, that a director shall hold office until his or her successor has been elected and has taken office. A Director who replaces a Director before his or her or her term expires shall serve out the remaining term of such Director, with the intent and purpose being that the term of office of at least one-half of the Directors shall expire annually.

Section 4.3 Powers and Duties. The Board of Directors shall generally act on behalf of the Association, shall have all powers and duties necessary or appropriate for the administration of the affairs of the Association, and shall have all powers referred to in the Declaration, the

Bylaws or otherwise provided under the Maine Condominium Act or the Maine Nonprofit Corporation Act, as either may be amended from time to time, except those matters which by law, by the Declaration or by these Bylaws are specifically reserved to the Unit Owners.

In accordance with the Maine Nonprofit Corporation Act, a Director shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and in a manner the Director reasonably believes to be in the best interests of the Association.

In discharging the Director's duties, a Board Member is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: one or more officers or employees of the Association or its management company whom the Director reasonably believes to be reliable and competent in the matters presented; legal counsel or a public accountant or a manager or other person as to matters the director reasonably believes are within the person's professional or expert competence; or a committee of the Board of Directors of which the director is not a member, as to the matters within its jurisdiction, if the director reasonably believes the committee merits confidence.

Section 4.4 Other Duties. In addition to other duties imposed by these Bylaws or by duly adopted resolutions of the Unit Owners of the Association, the Board of Directors shall be responsible for the following:

- A. Election of the officers of the Association;
- B. Management and administration of the Condominium, the Association's property and the Common Elements, including the maintenance, repair and replacement thereof;
- C. Subject to the Declaration the determination and collection of assessments for Common Expenses, Limited Common Expenses, Special Assessments and Service Charges from the owners and the regulation of its fiscal affairs;
- D. Establishment of reserves for the maintenance, repair and replacement of Common Elements (including without limitation the Limited Common Elements) and for contingencies.
- E. Appointment and dismissal of the personnel and agents for the maintenance and operation of the Condominium, including without limitation the Common Elements, and to fix the terms of their engagement and their compensation and authority; and
- F. Designation of executive and other committees and appointment of committee members to serve at the pleasure of the Board.

Section 4.5 Manager or Management Agent, Employees, Generally. The Board of

Directors may employ on behalf of the Association a management agent or manager at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Sections 4.4 and 6.2 of these Bylaws. All management contracts entered into during the Declarant Control Period shall permit termination without a penalty on thirty days notice at any time with or without cause after the expiration of such period.

Section 4.6 Appointment and Vacancies. Until the expiration of the Declarant Control Period, the Declarant shall appoint replacement directors in the event of vacancies in the Board of Directors. Thereafter, a vacancy caused by the expiration of a Director's term, resignation, or the removal of a Director by a vote of the Unit Owners, or by the expiration of the Declarant Control Period shall be temporarily filled by vote of the remaining directors until the replacement is elected by the Unit Owners at the then or next annual meeting and then takes office, and the replacement shall serve for the remainder of the unexpired term of the former Director. If a Director is absent from three (3) consecutive regular meetings of the Board of Directors, his or her position shall be considered vacant. Vacancies may be temporarily filled by vote of the remaining directors even though a quorum is lacking, all until the next annual meeting of the Members, at which time the Unit Owners shall elect a replacement Director for the balance of the unexpired term of his predecessor in office.

Section 4.7 Removal of Directors. At any regular meeting or special meeting duly called, any one or more of the Directors may be removed with or without cause by a two thirds (2/3) in interest vote of the members, with or without cause. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting, but the Unit Owners' decision shall be final.

Section 4.8 Compensation. No compensation shall be paid to Directors or officers for their services as Directors or in any other capacity, unless a resolution authorizing such remuneration shall have been adopted by the Unit Owners before or after the services are undertaken. Directors and officers shall be reimbursed for their out of pocket expenses reasonably incurred in connection with their services on the Board, as approved by vote of the Board

Section 4.9 Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following or within ten (10) days after the annual meeting of the Association; no further notice shall be necessary in order legally to constitute such meeting.

Section 4.10 Regular Meetings. Regular meetings of the Board of Directors (other than the annual meeting) may be held at such time and place as shall be determined, from time to time, by the Board. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by delivery to his or her Unit or by telephone or by email, at least three (3) days prior to the day named for such meeting.

Section 4.11 Special Meetings. Special meetings of the Board of Directors may be called by the President or upon the written request of a majority of the Directors then in office. Three (3) days' notice of special meetings shall be given to each Director personally or by

delivery to his or her Unit, or by telephone or by email, which notice shall state the time, place and purpose of the meeting.

Section 4.12 Waiver of Notice by Board Members. Before or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board without objection shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 4.13 Required Notice of Board Meetings to Unit Owners. In accordance with the Maine Condominium Act, the Board of Directors shall give timely notice reasonably calculated to inform unit owners of the date, time and place of and topics proposed to be discussed at meetings of the Board, including without limitation the general nature of any proposed amendment to the Declaration, the Bylaws, or the Rules and Regulations, any budget changes and any proposal to remove an officer. The notice may be given by a posting in a prominent place in the Common Elements or elsewhere, by e-mail or by other means, but actual notice need not be delivered to each unit owner. Failure of a unit owner to receive notice does not invalidate any action taken by the Board of Directors at a meeting.

Section 4.14 Attendance at Board Meetings by Unit Owners. Unit Owners have the right to attend meetings of the Board of Directors, subject to reasonable rules established by the Board of Directors. In the discretion of the presiding officer and on such terms as he or she may establish, individual Unit Owners may speak at meetings of the Directors. The Board of Directors may restrict or prohibit attendance by Unit Owners and others during executive sessions. An executive session may be held only to:

- A. Consult with the Association's attorney concerning legal matters;
- B. Discuss existing or potential litigation or mediation, arbitration or administrative proceedings;
- C. Discuss labor or personnel matters;
- D. Discuss contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated, including the review of bids or proposals, if premature general knowledge of those matters would place the association at a disadvantage; or
- E. Prevent public knowledge of the matter to be discussed if the Board of Directors determines that public knowledge would violate the privacy of any person.
- F. A final vote or action may not be taken during an executive session.

Section 4.15 Board of Directors' Quorum/Attendance by Telephone/Internet. At all meetings of the Board of Directors, at the presence at the beginning of a meeting of at least three

(3) Directors or of the majority of directors then in office, whichever is less, shall constitute a quorum for the transaction of business. The acts of the majority of the Directors present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, a quorum is not present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Directors may attend any meeting via a telephonic or internet speakerphone at which they may hear and be heard by other Directors, but directors wishing to attend in this manner shall be responsible for initiating the arrangement of such services reasonably in advance. The Association shall provide reasonable cooperation in arranging such services for Directors at its expense.

Section 4.16 Unanimous Action. Unless otherwise expressly provided by law, any action which may be taken at a meeting of the Directors may be taken without a meeting if all of the Directors sign written consents, setting forth the action taken or to be taken, at any time before or after the intended effective date of such action. Such consents shall be filed with the minutes of Directors' meetings and shall have the same effect as a unanimous vote.

ARTICLE V. OFFICERS.

Section 5.1 Designation. The principal officers of the Association shall be a President, a Secretary and a Treasurer, of whom only the President need be elected from among the Directors. The Directors may in their discretion appoint a Vice President, an Assistant Treasurer, and an Assistant Secretary, and such other officers, none of whom need be Directors, as in their judgment may be appropriate.

Section 5.2 Election of Officers and Standard of Care. The principal officers of the Association shall be elected annually by the Board of Directors at the annual meeting and shall hold office until the first meeting of the Board of Directors following the next annual meeting of Unit Owners and until their successors are chosen and qualified; provided, however, that all officers and committee members shall hold office at the pleasure of the Board.

In accordance with the Maine Nonprofit Corporation Act, an officer shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the officer reasonably believes to be in the best interests of the Association and its Unit Owners.

Section 5.3 Removal and Resignation of Officers. Upon a majority vote of the Board of Directors present at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors called for such purpose, any officer may be removed, either with or without cause, and his or her successor elected. Any officer whose removal has been proposed shall be given an opportunity to be heard at the meeting, but the Board's decision shall be final.

Any officer may at any time resign his or her office by a resignation in writing delivered

to the Association at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt and acceptance thereof shall not be necessary to make it effective unless it so states.

Section 5.4 President. The President shall be the chief executive officer of the Association and shall be a Director. He or she shall preside at all meetings of the Association and of the Board of Directors. In his or her absence, a chairman pro tempore may be chosen by the Unit Owners or directors, as the case may be, to preside at a meeting. The President shall have all of the powers and duties which are incidental to the office of President of a Maine business corporation.

Section 5.5 Vice President. The Vice President shall preside at all meetings of the Association and of the Board of Directors and exercise the powers and perform the duties of the President in the absence of the President, and shall have such other duties as may be designated from time to time by the Board of Directors.

Section 5.6 Treasurer. The Treasurer shall be responsible for keeping financial records and accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible, subject to the direction of the Board of Directors, for the preparation and dissemination to the Unit Owners of all financial reports, budgets and notices required, and for the preparation and signing, if necessary, of all financial reports or tax returns required to be filed by the Association. The Treasurer shall have all of the powers and duties which are incidental to the office of treasurer of a Maine business corporation.

Section 5.7 Secretary. The Secretary shall have responsibility for the minutes of all meetings of the Board of Directors of of the Association (but may delegate the act of keeping minutes), shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the offices of Secretary, given him or her by these Bylaws or assigned to him or her from time to time by the Directors. If the Secretary or any assistant secretary or their designee shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose. The Secretary shall be responsible for the filing of all reports and documents required to be filed by the Association with any governmental agency.

Section 5.8 Auditor. The Board of Directors may from time to time at any scheduled meeting appoint some person, firm or corporation engaged in the business of auditing, to act as auditor of the Association and to perform such audits, reviews and fiscal duties as may be requested by the Association.

Section 5.9 Amendments to the Declaration. The Secretary shall arrange for the preparation of amendments to the Declaration and the President and Secretary shall execute the certificate for recording on behalf of the Association.

**ARTICLE VI
FISCAL AFFAIRS AND ADMINISTRATION.**

Section 6.1 Accounting and Records.

- A. Books and accounts of the Association and income tax returns shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. Within ninety (90) days after the close of each fiscal year, the Association shall furnish its Unit Owners with a statement of the income and disbursements for such prior fiscal year and a balance sheet as of the close of that year.
- B. In accordance with the Maine Condominium Act, the Association must retain the following records:
- i. Records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records for the past six (6) years;
 - ii. Minutes of all meetings of its Unit Owners and Board of Directors other than executive sessions, a record of all actions taken by the unit owners or Board of Directors without a meeting and a record of all actions taken by a committee in place of the Board of Directors on behalf of the Association;
 - iii. The names of current Unit Owners in a form that permits preparation of a list of the names of all Unit Owners and the US Mail addresses at which the Association communicates with them, in alphabetical order showing the number of votes each Unit Owner is entitled to cast, and email addresses may be furnished only if the Unit Owner has consented;
 - iv. Copies of its original or restated organizational documents and bylaws and all amendments to them and all rules currently in effect;
 - v. All financial statements and tax returns of the Association for the past three (3) years;
 - vi. A list of the names and addresses of its current Board of Directors members and its current officers;
 - vii. The Association's most recent annual report delivered to the Secretary of State;
 - viii. Financial and other records sufficiently detailed to enable the Association to comply with section 1604-108 of the Maine

Condominium Act;

- ix. Copies of current contracts to which the Association is a party;
- x. Records of Board of Directors or committee actions to approve or deny any requests for design or architectural approval from Unit Owners; and
- xi. Ballots, proxies and other records related to voting by Unit Owners for one (1) year after the election, action or vote to which they relate.

C. Subject to the limitations set forth below and to the extent required by the Maine Condominium Act, all records retained by the Association must be available for examination and copying by a Unit Owner or the Unit Owner's duly authorized agent during reasonable business hours or at a mutually convenient time and location; and upon 10 days' notice in writing reasonably identifying the specific records of the Association requested.

Provided however that records retained by the Association may be withheld from inspection and copying to the extent that they concern:

- i. Personnel, salary and medical records relating to specific individuals;
- ii. Contracts, leases and other commercial transactions to purchase or provide goods or services currently being negotiated;
- iii. Existing or potential litigation or mediation, arbitration or administrative proceedings;
- iv. Existing or potential matters involving federal, state or local administrative or other formal proceedings before a governmental tribunal for enforcement of the declaration, Bylaws or Rules and Regulations;
- v. Communications with the Association's attorney that are otherwise protected by the attorney-client privilege or the attorney work-product doctrine;
- vi. Information the disclosure of which would violate any governmental law or regulation, other than the Maine Condominium Act;
- vii. Records of an executive session of the Board of Directors; or
- viii. Individual unit files other than those of the requesting unit owner.

The Association may charge a reasonable fee for providing copies of records under this

Section and for supervising the Unit Owner's inspection. The Association is not obligated to compile or synthesize information.

The right to copy records under this Section includes the right to receive copies by photocopying or other means, including copies through an electronic transmission if available upon request by the Unit Owner, but the Association may require the advance payment of the reasonable fee as set forth above.

Information and records provided pursuant to this Section may only be used in connection with the management of the Association and the duties, rights or responsibilities of Unit Owners, officers or board members under this Act or the Association's governing documents, and may not be used for commercial purposes or for any other purpose not reasonably related to authorized uses. The recipient may be required to confirm that the records and information received will be used in compliance with these restrictions.

Section 6.2. Budget and Assessments.

- A. The Board shall cause a proposed annual budget to be prepared based on its estimate of annual income and expenses and shall review and adopt a budget annually. Within thirty (30) days of the Board's adoption of the proposed budget, the Board shall send a summary of such budget to each Unit Owner.

The Board shall call a meeting of the Unit Owners to review the budget within ten (10) to thirty (30) days thereafter by giving notice accompanied by a summary of the budget; unless at that meeting the budget is rejected by Sixty-Seven percent (67%) in interest of all Unit Owners, the budget shall be deemed to have been ratified whether or not a quorum is present. Unless the budget is rejected, the Unit Owners shall pay the amounts specified in the proposed budget adopted by the Board. For Special Assessments, the affirmative approval of a majority in interest of all the Unit Owners shall be required as set forth in the Declaration.

- B. The budget shall include the amount required by the Association to meet its expenses for each fiscal year or such other fiscal period as it deems appropriate, including but not limited to the following items:
- i. Management and administration expenses;
 - ii. The cost of operation, repairs, maintenance, replacement, and improvements of the Common Elements and such Limited Common Elements and such parts of the Units which the Association is responsible for the maintenance, repair and replacement of;
 - iii. The cost of such insurance, bonds, services and utilities as may be furnished by the Association, other than such items for which a service charge is assessed;

- iv. The establishment and maintenance of adequate working capital and reserves including general operating reserves, reserves for contingencies, for losses not covered due to insurance deductibles for which the Association is responsible, and reserves for periodic maintenance, repair and replacement of the Common Elements and Limited Common Elements the Association is obligated to maintain, all to be held in a segregated fund in a financial institution with an office in the State of Maine or in obligations of the United States of America; and
 - v. Such other expenses of the Association as may be approved by the Board of Directors including operating deficiencies, if any, for prior periods.
- C. Until an annual budget is adopted by the Board, the Unit Owners shall continue to pay that monthly amount of Common Expense assessments and Service Charges which had been previously established; any delay or failure to estimate, to deliver or to adopt such budget shall not waive or release such obligation. The Association may at its option send periodic statements to Unit Owners showing the amount of assessments due, but each Unit Owner shall pay his or her Common Expense assessments and Service Charges promptly when due regardless of whether such a statement is sent.
- D. Each Unit Owner shall be personally responsible to pay his or her share of assessments and assessments without setoff or deduction, which shall be an amount equal to the total Association budget, net of other income and Service Charges as defined herein, multiplied by his or her respective common expense liability. Each Unit Owner shall become liable to the Association, and a lien shall arise against his or her Unit for his or her entire fractional share of the Common Expense assessments at the commencement of the pertinent fiscal period. Each Unit Owner may pay his or her share of the Common Expense assessments in monthly installments on or before the first day of each and every month during such period; provided, however, that if any such installment is not paid when due, then if not paid upon Twenty (20) days written notice of default, the entire remaining balance thereof shall immediately become due and payable in full.
- E. If any Unit Owner shall fail or refuse to pay to the Association when due his or her share of the Common Expense assessments or any other Service Charges, user fees and penalties, fines, thereafter the amount thereof shall bear interest at the rate of Eighteen percent (18%) per annum or such other interest rate and late charges as may be set by vote of the Board prior to the date on which the payment came due. Such Common Expense assessments and Service Charges with such late charges as may be determined by the Board of Directors, interest and all costs of collection, including reasonable attorneys' fees, shall constitute a lien on the Unit of such Unit Owner. Recording of the Declaration constitutes record notice

and perfection of the lien for Common Expense assessments, Service Charges, user fees, including penalties, fines, late charges, interest and costs of collection. The Association may record a notice from time to time stating the amount and nature of the lien signed by an officer or Board Member of the Association or by an agent authorized by the Board of Directors but such recorded notice is not necessary to establish or perfect the lien.

- F. If such payments are not received within thirty (30) days after they become due, the Board shall exercise and enforce any and all rights and remedies provided in the Maine Condominium Act, the Declaration or these Bylaws or otherwise available at law or in equity for the collection of all unpaid amounts and, if available, all possessory remedies against the delinquent owner's Unit under the Forcible Entry and Detainer Laws of Maine as amended from time to time. The delinquent Unit owner shall be required to pay to the Association a reasonable rental for such Unit until sale or foreclosure. In any action to foreclose the lien for Common Expense assessments, assessments, Service Charges, user fees, late charges, penalties, fines, interest, and costs of collection including reasonable attorneys' fees against any owner of a Unit, the Association may act through its manager or Board of Directors in the same manner as any mortgagee of real property. The manager or Board of Directors acting on behalf of the Unit owners shall have the power to bid and acquire such Unit at a foreclosure sale and to lease, mortgage, convey, or otherwise deal with the Unit. Suit to recover a money judgment for unpaid Common Expense assessments, assessments, Service Charges, user fees and penalties, fines due to the Association, with interest and all costs and reasonable attorneys' fees, may be maintained without foreclosing upon or waiving the lien securing the same.

Pursuant to the Maine Condominium Act, the lien is extinguished unless action to enforce the lien is started within Five (5) years after the full amount of the assessment becomes due.

Section 6.3 Service Charges. Service charges (other than common expenses) may be assessed separately to each Unit Owner or group of Units benefited thereby and shall be paid by the Unit owner within Fifteen (15) days of deposit in the U. S. Mail or hand delivery, and shall constitute a lien on the Unit of the same status as a lien for Common Expense assessments set forth in Section 6.2.

Section 6.4 Revised and Special Assessments. If at any time the Board shall determine the amount of the budget to be inadequate, whether by reason of a revision in its estimate of expenses or income, the Board may adopt and deliver to the Unit Owners a revised estimated annual budget for the balance of such fiscal year and shall call a meeting of the Unit Owners to review the budget within ten (10) to thirty (30) days thereafter by giving notice accompanied by a summary of the budget; subject to the rights of the Unit Owners to reject such amendment by a two thirds (2/3) in interest vote at a meeting of the members called within such 30 day period at the request of 40% in interest request of the Unit Owners.

Upon determining that an emergency exists which requires the immediate assessment of

the Unit Owners, the Board may make a one-time additional Common Expense assessment, not to exceed an amount equal to two (2) months current regular Common Expense assessment for each Unit unless a greater amount is ratified by the Unit Owners in accordance with normal budget procedures, which shall be due and payable when delivered to the Unit Owners.

In order to fund significant improvement, repair or renovation projects and associated costs, the Board of Directors may make special assessments for such Common Expenses or Limited Common Expenses payable either in a single installment or payable in installments over a period of months and/or years, all on such further terms and conditions and such interest rate as may be approved by the Executive Board, subject to the affirmative approval of a majority in interest of all Unit Owners if payments on the Special Assessment extend beyond the current fiscal year ("Special Assessment").

Section 6.5 Fiscal Year. The fiscal year of the Association shall be such as may from time to time be established by the Board of Directors.

Section 6.6 Pledge. The approval of a majority in interest of the Unit Owners present in person or by proxy and voting at a duly called meeting of the Association shall be required to approve the Executive Board's(i) make any new capital improvements to the Common Elements which cost an amount in excess of Thirty-five percent (35%) of the aggregate Common Expense assessments against the members during the prior fiscal year, exclusive of Service Charges, and (ii) to approve the Board of Directors' exercise of its power to pledge, assign and grant a security interest covering all revenues including Common Expense assessments and Service Charges in order to raise funds for repairs, renovations, improvements and associated costs and expenses with respect to the Common Elements. Maintenance and repairs of existing improvements shall not be considered improvements.

Section 6.7 Use of Units. All Units shall be utilized in accordance with the provisions of the Declaration, Bylaws, and Rules and Regulations.

Section 6.8 Enforcement of Declaration and Bylaws. Every Unit owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys' fees and expenses incurred by or on behalf of the Association, in collecting any delinquent Common Expenses, Limited Common Expenses, Special assessments, Service Charges, damages or fees due from such Unit, foreclosing its lien for assessments, collecting any penalties, fines imposed hereunder, or enforcing any provisions of the Declaration, these Bylaws, or the Rules and Regulations against such owner or any occupant of such Unit.

Section 6.9 Rules and Regulations. In order to assist the peaceful and orderly use and enjoyment of the buildings and Common Elements (including without limitation the Limited Common Elements) of the Condominium, the Board of Directors may from time to time adopt, modify, and revoke, in whole or in part, such further reasonable rules and regulations governing the Condominium as it may deem necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration and Bylaws. Such Rules and Regulations upon adoption, and every amendment, modification, and revocation thereof, shall be sent promptly to each Unit Owner and shall be binding upon all members of the Association and

all persons present on the Condominium.

Section 6.10 Right of Entry. Upon such reasonable prior notice as is possible under the circumstances, the manager and any person authorized by the Board of Directors shall have the right to enter any Unit in case of any emergency originating in or threatening such Unit or adjoining Common Elements whether or not the Unit owner or occupant is present at the time, and upon reasonable prior notice to enter any Unit at reasonable times for the purpose of performing authorized installations, alterations, or repairs to the Common Elements thereon or accessible therefrom.

Section 6.11 Title. Every Unit owner shall promptly record in the Registry of Deeds the deed, assignment, or other conveyance to him or her of his or her Unit or other evidence of his or her title thereto and file such evidence of his or her title with the Association, and the Secretary shall maintain such information in the records of the Association.

Section 6.12 Insurance and Fidelity Bonds.

- A. The Association shall maintain insurance as required by the Declaration and such other insurance as the Board of Directors of the Association may determine is appropriate.
- B. It shall be the responsibility of each Unit owner to procure adequate insurance covering the contents of his or her Unit and any deductible for damage to the Unit interior, and any appliances, fixtures, betterments or improvements thereto installed by the Unit owner unless insured through the Association's policy, all as further appears in and subject to the Declaration.

ARTICLE VII.

SALE, LEASE, RENTAL OR OTHER TRANSFER OF A UNIT

Section 7.1 Binding Effect. All subsequent sales, leases or other transfers of a Unit by a Unit owner shall be subject in all respects to the Declaration, Bylaws, and Rules and Regulations of the Condominium.

Section 7.2 Leasing Restrictions.

- A. No Unit may be leased for transient purposes and no Unit may be leased by any person other than the Declarant for a period of less than six (6) months. No portion of any Unit (other than the entire Unit) shall be leased for any period.

No Unit owner shall rent or lease a Unit other than in accordance with a written form of lease which contains the following provisions:

- i. Requiring the tenant to comply with the Declaration, these Bylaws, and Rules and Regulations;

- ii. Providing that failure to comply constitutes a default under the lease;
- iii. Providing that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the Unit owner after thirty (30) days prior written notice to the Unit owner, in the event of a default by the lessee in the performance of the lease; and
- iv. In the event that the payment of Common Charges and/or Service Charges or other amounts due to the Association becomes more than thirty (30) days past due, the Association may require the Tenant to pay directly to the Association the rent on the Unit in an amount of up to the balance of current and delinquent Common charges and other unpaid amounts outstanding, subject to the rights of any recorded first mortgage or Eligible Mortgage Holder which has exercised an assignment of rents. The Association's notice to the Tenant shall be conclusive and binding on the Tenant as to the Tenant's obligation to pay the rent directly to the Association and as to the amount of Common Charges and other fees due. The Unit owner shall have ten days after such notice is sent to file any objection with the Board of Directors, which objection must be in writing and signed under oath under the pains and penalties of perjury, must contain a short and plain statement of any alleged errors by the Association, and shall include copies of cancelled checks or other written evidence of objection or miscalculation of the amounts due. The Unit owner must state what amounts, if any, which the owner admits is owed to the Association.

Any lease or tenancy shall be in writing. The foregoing provisions shall be deemed to be automatically incorporated into any lease and into the terms of any tenancy or other agreement for the occupancy of a Unit.

Each Unit owner of a Unit shall, promptly following the execution of any written lease or a Unit, forward a true copy thereof to the Board of Directors.

The foregoing provisions of this paragraph shall not apply to an institutional lender in possession of a Unit as a result of foreclosure, Judicial sale or a proceeding in lieu of foreclosure.

- B. In the event a guest or tenant of a Unit fails to comply with the provisions of this Declaration, the Bylaws, Rules and Regulations or the lease, then, in addition to all other remedies which it may have, the Association may notify

the Owner of such violation(s) and demand that the same be remedied through the Owner's efforts within a reasonable time after such notice in the judgment of the Directors.

If such violation(s) is(are) not remedied within said period, then the Owner shall thereafter, at his own cost and expense, immediately institute and diligently evict his tenant or guest on account of such violation(s). In the event the Owner fails to act promptly, then the Board shall have the right, but not the duty, to institute and prosecute such election as attorney-in-fact for the Owners and at the Owner's sale cost and expense, including all legal fees incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Unit, and collection thereof may be enforced by the Board of Directors in the same manner as the Board is entitled to enforce collection of Service Charges and common charge assessments.

Section 7.3 Liability for Assessments, Etc. In the transfer of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid Common Charges, assessments and Service Charges, penalties, fees, interest and costs of collection outstanding at the time of the grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, and such grantee or proposed purchaser under a purchase and sale contract upon written request and upon payment of such fee as may be set by the Directors may obtain a statement from the Board of Directors setting forth the amount of unpaid assessments, and Service Charges against the Unit, and the grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any assessments, and Service Charges arising before the statement date in excess of the amount therein set forth.

Section 7.4 Common Elements. No Unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the interests in Common Elements appurtenant thereto, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest so omitted, even though the latter shall not be expressly mentioned or described therein.

ARTICLE VIII. EXECUTION OF INSTRUMENTS.

Section 8.1 Instruments Generally. All checks, drafts, notes, vouchers, bonds, acceptances, contracts, deeds, lien notices, certificates, and all other instruments shall be signed or approved by the President or the Secretary or Treasurer, and in addition/or by any one or more officer(s), agent(s) or employee(s), all as the Board of Directors may designate, unless otherwise approved by the Board of Directors.

ARTICLE IX. GENERAL ADMINISTRATION

Section 9.1 Easements, Etc. The Association is authorized and empowered to grant such

easements, rights-of-way, leases and licenses for sewer lines and sewage disposal facilities, water lines, electrical cables, telephone cables, television cables and antennas, gas lines, storm drains, underground conduits, fire escapes and alarms, such other purposes related to the provision of public services, and utilities to the Condominium and for recreational purposes as may be considered desirable, necessary or appropriate by the Board of Directors for the orderly maintenance, improvement and preservation and enjoyment of the Common Elements or for the preservation of the health, safety, convenience and welfare of the owners of the individual Units upon at least Thirty (30) days' notice to the Unit Owners unless a special meeting of the Unit Owners is called within such period and the Unit Owners vote to reject such grant. No such rights may be created through any Unit without the written consent of the owners thereof and no such easement shall materially impair the use and enjoyment of the Condominium.

**ARTICLE X.
LIABILITY OF DIRECTORS AND OFFICERS.**

Section 10.1 Exculpation. No Board Member or officer of the Association shall be personally liable for acts or defaults of himself, herself or any other officer or member or for any loss sustained by the Association or any member thereof, unless the same has resulted from his or her own willful misconduct or recklessness.

Section 10.2 Indemnification. The Association shall indemnify any person who was or is threatened to be made a party against any actual, threatened, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact he or she is or was an officer, Board Member, agent or employee of the Association against all expenses including reasonable counsel fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection therewith, excepting, however, such matters in which such person is finally adjudged by a court of competent jurisdiction to have acted with willful misconduct or recklessness towards the Association or absent a final adjudication thereof, and also excepting such matters in which the Board of Directors(excluding any interested Directors) determines any such person acted with willful misconduct or recklessness. This right to indemnification shall be in addition to any other power of the Association to indemnify as permitted by law. The Association may also maintain insurance on behalf of any person who is or was a Board Member, officer, agent or employee of the Association against any such liability asserted against him or her and incurred by him or her in such capacity or arising out of his or her status as such, whether or not the Association would otherwise have the power or duty to indemnify him or her.

Section 10.3 Claims. Claims against the Association, the Board of Directors or the officers, employees or agents thereof in their respective capacities as such or the Condominium as a whole shall be directed to the Board of Directors of the Association, which shall promptly give written notice thereof to the Unit Owners and the Eligible Mortgage Holders and the Mortgagees of Units, and such complaints shall be defended by the Association. The Unit Owners shall have no right to participate in such defense other than through the Association.

**ARTICLE XI.
BYLAWS.**

Section 11.1 Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by vote of Sixty-Seven percent (67%) or more in voting interest of the Unit Owners of the Association at a meeting duly called for the purpose; PROVIDED, HOWEVER, that these Bylaws shall always contain those particulars which are required by the Maine Nonprofit Corporation Act, the Maine Condominium Act, as amended from time to time to the extent applicable by law to this Condominium; and PROVIDED, FURTHER, that no modification of or amendment to the Bylaws shall be valid, until a certificate of the amendment is executed to evidence the propriety of such amendment or modification by the Secretary and President of the Association. Such certificate shall be recorded in the Penobscot County Registry of Deeds.

Section 11.2 Interpretation.

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

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

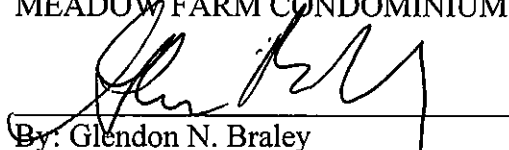
The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

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

Date: 2/24/2021

MEADOW FARM CONDOMINIUM ASSOCIATION

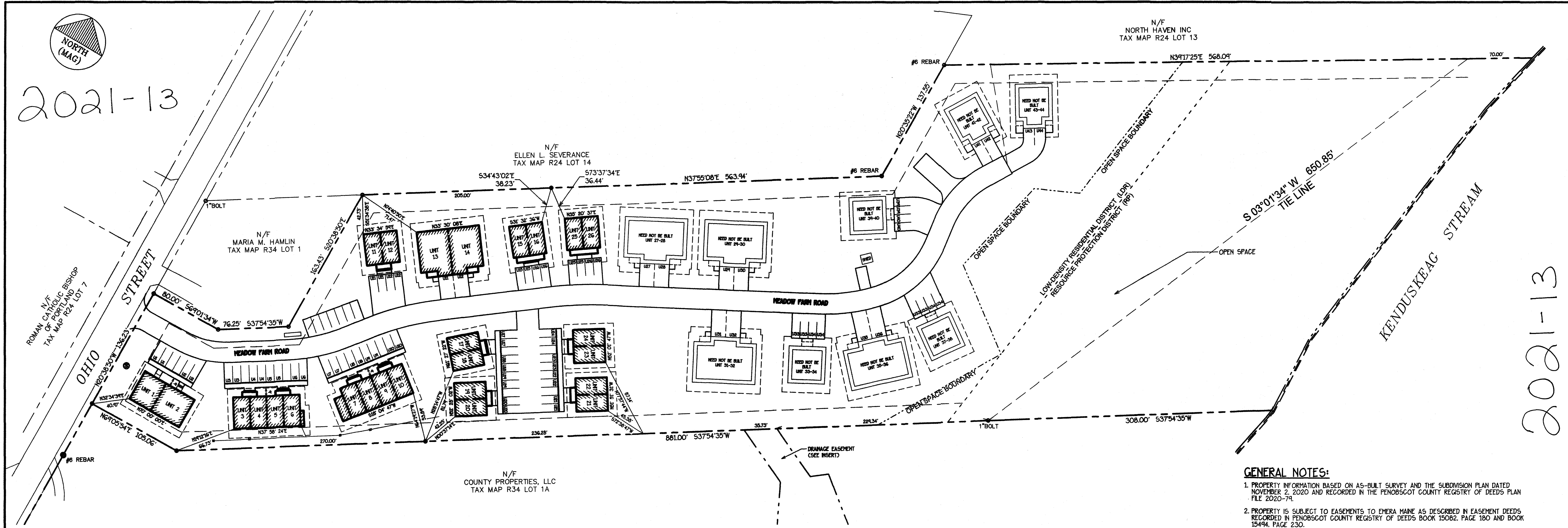

By: Glendon N. Braley
Its: President

[end of document]

**Susan F. Bulay, Register
Penobscot County, Maine**



2021-13



2021-13

LEGEND

| SYMBOL | DESCRIPTION |
|--------|----------------------------------|
| --- | LOCUS/PROPOSED PROPERTY LINE |
| --- | ABUTTING PROPERTY LINE |
| --- | SETBACK |
| ○ | IRON PIPE/ROD FOUND |
| ● | 3/4" REBAR SET |
| --- | BUILDING NEED NOT BE BUILT |
| ▨ | EXISTING BUILDING |
| ▨ | PAVEMENT |
| --- | LIMITED COMMON AREA BOUNDARY |
| U22 | LIMITED COMMON PARKING (EXAMPLE) |

UNIT ELEVATIONS:

ELEVATIONS ARE FOR THE FIRST FLOOR OF EACH UNIT. SEE CONDOMINIUM PLAT F

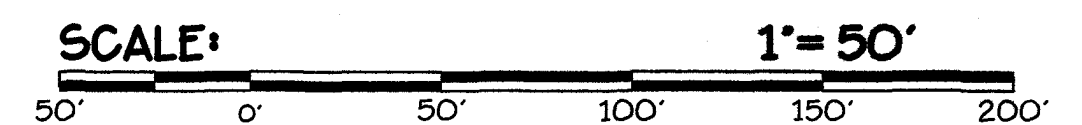
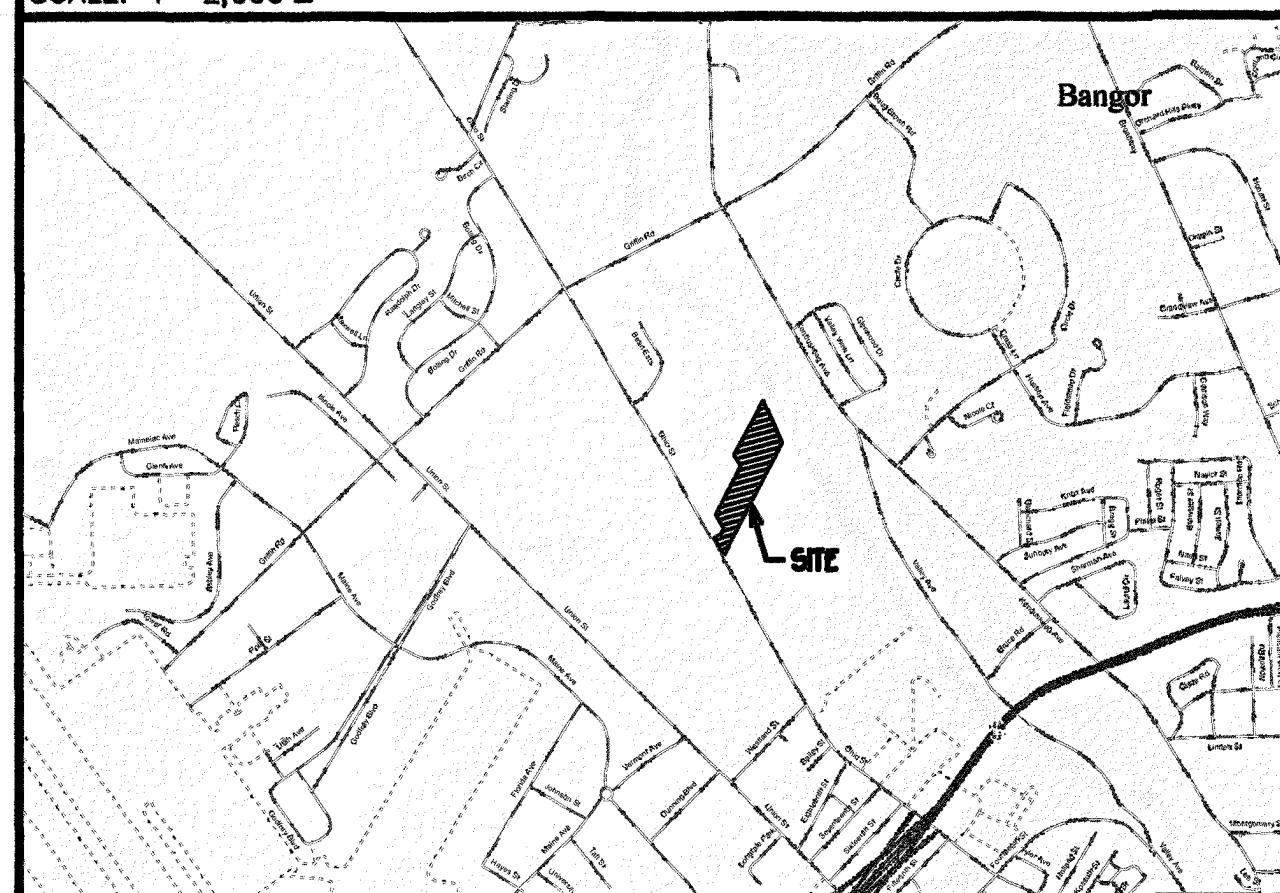
| UNIT # | FIRST FLOOR ELEV | UNIT # | FIRST FLOOR ELEV |
|--------|------------------|--------|------------------|
| 1 | 155.3 | 23 | 144.6 |
| 2 | 155.3 | 24 | 144.6 |
| 3 | 154.9 | 25 | 145.6 |
| 4 | 154.9 | 26 | 145.6 |
| 5 | 154.9 | 27 | TBD |
| 6 | 154.9 | 28 | TBD |
| 7 | 151.5 | 29 | TBD |
| 8 | 151.5 | 30 | TBD |
| 9 | 151.5 | 31 | TBD |
| 10 | 151.5 | 32 | TBD |
| 11 | 149.2 | 33 | TBD |
| 12 | 149.2 | 34 | TBD |
| 13 | 148.7 | 35 | TBD |
| 14 | 148.7 | 36 | TBD |
| 15 | 146.7 | 37 | TBD |
| 16 | 146.7 | 38 | TBD |
| 17 | 146.7 | 39 | TBD |
| 18 | 146.7 | 40 | TBD |
| 19 | 146.7 | 41 | TBD |
| 20 | 146.7 | 42 | TBD |
| 21 | 144.6 | 43 | TBD |
| 22 | 144.6 | 44 | TBD |

GENERAL NOTES:

- PROPERTY INFORMATION BASED ON AS-BUILT SURVEY AND THE SUBDIVISION PLAN DATED NOVEMBER 2, 2020 AND RECORDED IN THE PENOBSCOT COUNTY REGISTRY OF DEEDS PLAN FILE 2020-74.
- PROPERTY IS SUBJECT TO EASEMENTS TO EMERA MAINE AS DESCRIBED IN EASEMENT DEEDS RECORDED IN THE PENOBSCOT COUNTY REGISTRY OF DEEDS BOOK 15082, PAGE 180 AND BOOK 15474, PAGE 230.
- PROPERTY IS SUBJECT TO EASEMENTS TO BANGOR WATER DISTRICT AS DESCRIBED IN EASEMENT DEEDS RECORDED IN THE PENOBSCOT COUNTY REGISTRY OF DEEDS BOOK 14636, PAGE 106.
- PROPERTY IS BENEFITED BY A DRAINAGE EASEMENT GRANTED BY COUNTY PROPERTIES LLC TO GLENDON BRALEY DATED DECEMBER 29, 2020 AND RECORDED IN THE PENOBSCOT COUNTY REGISTRY OF DEEDS BOOK 19847, PAGE 49.
- PROPERTY IS SUBJECT TO A MAINE DEP STORMWATER LAW PERMIT, #1-28084 AND RECORDED IN THE PENOBSCOT COUNTY REGISTRY OF DEEDS BOOK 15101, PAGE 88.
- UNIT LOCATION AND FLOOR ELEVATIONS ARE BASED ON SURVEY BY PERRY LAND SURVEYING, ETNA, MAINE. ELEVATIONS ARE BASED ON NAVD-1988.
- LIMITED COMMON AREAS ARE AS SHOWN ON THE PLAN AND INCLUDE AREAS WITHIN 10' OF THE BUILDING IN THE FRONT AND BACK AND 'G' ON THE SIDES UNLESS OTHERWISE NOTED ON THE PLAN.
- UTILITIES INCLUDING SEWER, SEWER PUMP STATION, WATER MAINS/PFPES, STORM DRAINAGE SYSTEM, STORMWATER TREATMENT STRUCTURES, POSTAL BOXES AND UTILITY POLES/WIRES ARE COMMON PROPERTY UNLESS SPECIFICALLY OWNED BY THE UTILITY COMPANY.
- MEADOW FARM ROAD IS A PRIVATE ROAD AND CONSIDERED COMMON PROPERTY. THE ROAD IS NOT MAINTAINED BY THE CITY OF BANGOR.

LOCATION MAP

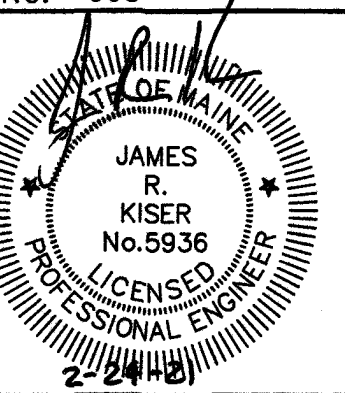
SCALE: 1"=2,000'±



| | | | |
|---------------|-----------|-----|-----------------|
| REV: | DATE: | BY: | COMMENTS: |
| | 23 FEB 21 | JRK | SCALE: AS NOTED |
| PROJ. NO: 663 | | | |

CONDOMINIUM PLAT
MEADOW FARM CONDOMINIUM
 777 OHIO STREET
 BANGOR, MAINE

RECORD OWNER:
GLENDON BRALEY
 PO BOX 196
 MAPLETON, ME 04757



STATE OF MAINE
 PENOBSCOT, SS
 REGISTRY OF DEEDS
 RECEIVED AND FILED

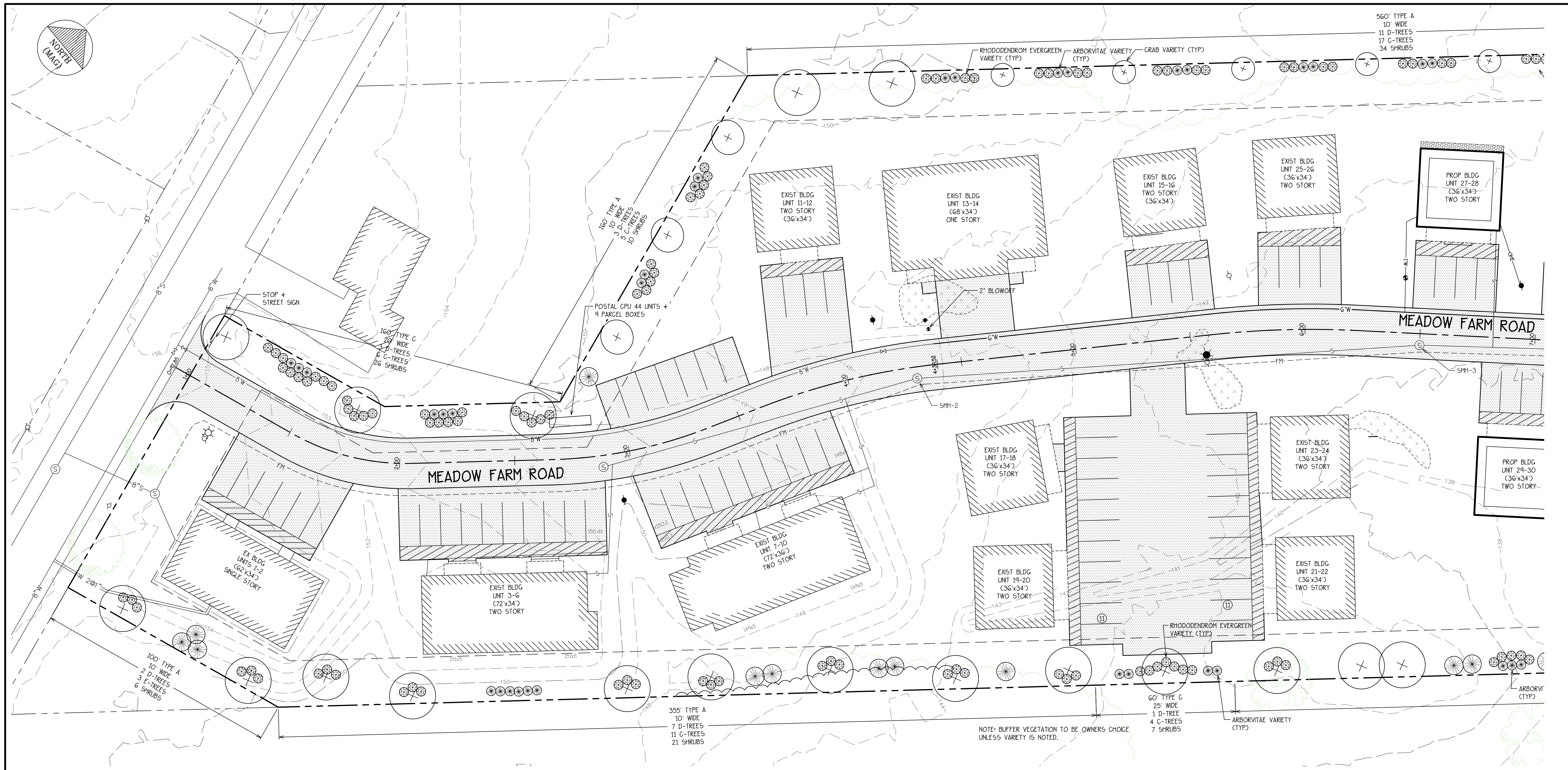
February 24 2021

8 h 55m A.M.
Susan F. Bulay REGISTER

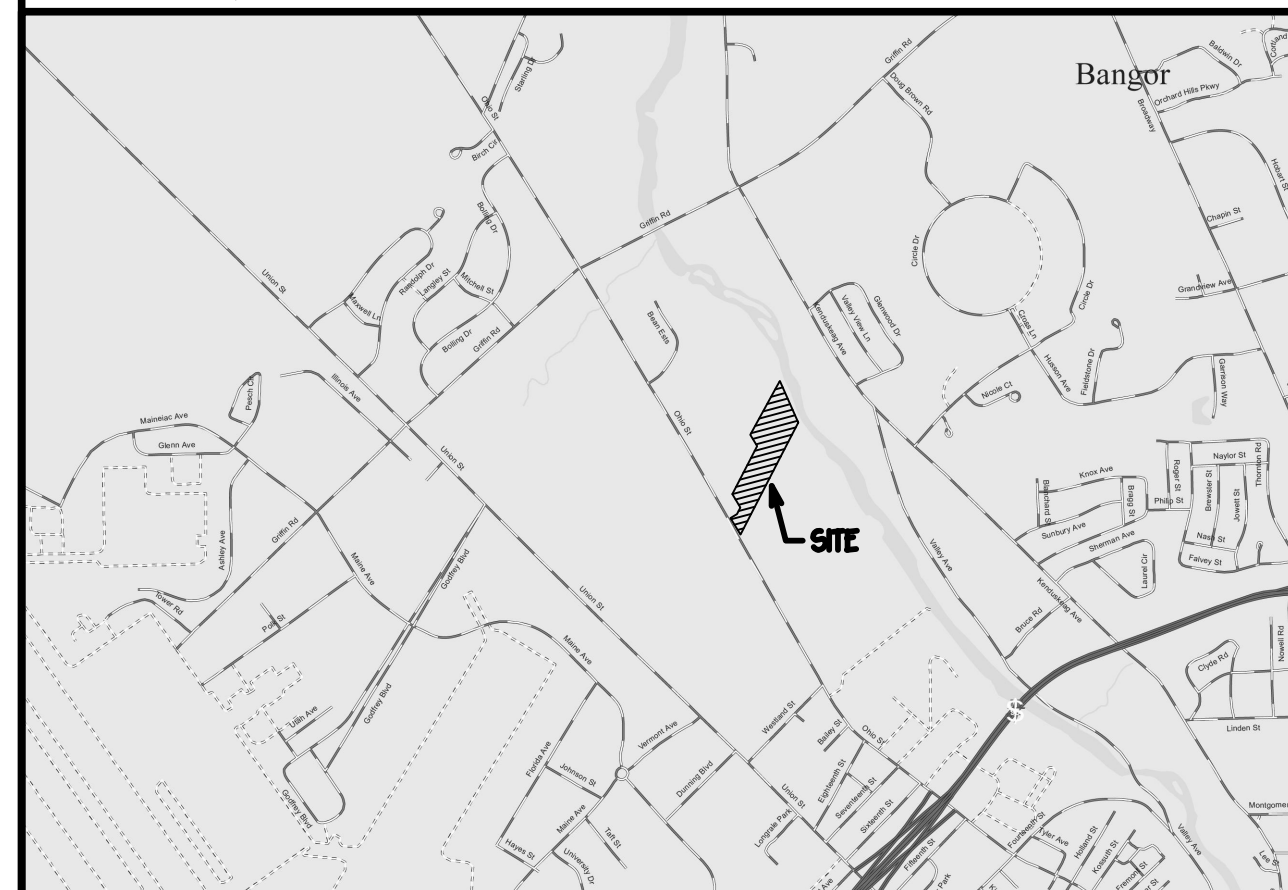
RECORDED AS MAP FILE:
2021-13



ENGINEERING & DEVELOPMENT CONSULTING
 PO BOX 282, HAMPDEN, MAINE 04444
 207-862-4700



LOCATION MAP
SCALE: 1"=2,000'



SITE PLAN NOTES:

- RECORD OWNER OF PROPERTY IS GLENDON BRALEY, MAPLETON, MAINE BY DEED RECORDED IN PENOBSCOT COUNTY RD BOOK 13677, PAGE 139.
- THE HAMLIN PARCEL WAS DIVIDED OUT OF THE LOCUS PROPERTY BY DEED DATED MAY 8, 2006 AND RECORDED IN PCRD BOOK 10427, PAGE 185.
- THE PROPERTY IS SHOWN ON BANGOR'S TAX MAP R34 AS LOT 1B. THE PROPERTY IS 9.2+ AC.
- THE PROPERTY IS LOCATED IN THE LDR DISTRICT WITH LAND ON THE RIVER FRONT IN THE RP DISTRICT.

| SPACE AND BULK | ATTACH RES. |
|----------------------|-------------|
| MIN LOT SIZE | 3.0 AC |
| MIN LOT WIDTH | 100 FT |
| FRONT YARD | 30 FT |
| SIDE YARD | 20 FT |
| REAR YARD | 25 FT |
| MAX AREA DENSITY | 5 DU/AC |
| MAX BLDG DENSITY | 6 DU/BLDG |
| MAX HGT | 35 FT |
| MAX LOT COVERAGE | 25% |
| MAX IMPERVIOUS RATIO | 0.30 |
| MIN OPEN SPACE | 35% |
| BUFFER YARD* | A |

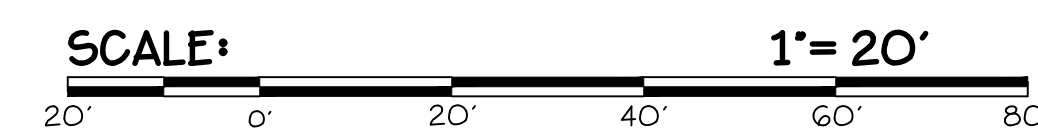
* SIDE AND REAR YARD AND 'C' FOR PARKING AGAINST LDR DISTRICT.
- BOUNDARY SURVEY PREPARED BY PERRY LAND SURVEYING, ETNA MAINE. TOPOGRAPHIC MAPPING PREPARED BY AERIAL LIDAR COMPILED BY THE STATE OF MAINE.
- WETLANDS MAPPED BY MOYSE ENVIRONMENTAL SERVICES, BANGOR, MAINE. WETLAND LIMITS WERE LOCATED USING GPS EQUIPMENT WITH +3' ACCURACY. TOTAL WETLAND AREA IS 5.440+ SF. WETLANDS WERE NOT DELINEATED OR MAPPED IN THE RP DISTRICT. TOTAL WETLAND IMPACT IS 5.370+ SF.

- DEVELOPMENT SUMMARY:

| | |
|-----------------------|----------|
| TOTAL PARCEL AREA | 9.2 AC |
| MAX # OF UNITS | 46 UNITS |
| TOTAL OPEN SPACE | 3.4+ AC |
| OPEN SPACE PERCENTAGE | 37.0% |
| IMPERVIOUS RATIO | 0.249 |
| LOT COVERAGE | 11.3% |
- TOTAL IMPERVIOUS AREA FOR THE NEW ROAD, DRIVEWAYS AND BUILDINGS IS 1.93 AC. TOTAL DEVELOPED AREA IS 4.2+ AC. A DEP STORMWATER LAW PERMIT IS REQUIRED.
- THE DEVELOPMENT IS TO BE SERVED BY PUBLIC WATER AND PUBLIC SEWER.
- THE PROPERTY IS SHOWN ON THE FLOOD RATE INSURANCE MAP FOR THE CITY OF BANGOR, PANEL 2301020011 C, DATED MARCH 4, 2002 AS ZONE X, A NON-HAZARDOUS AREA EXCEPT FOR THE LAND ALONG THE RIVER WHICH HAS A FLOOD AE ELEVATION OF 53-54.
- SITE STREET LIGHTS ARE SHOWN ON THE PLAN. THE INTERSECTION LIGHT WAS REQUIRED BY PHASE 2 APPROVAL. ALL STREET LIGHTS TO BE PRIVATE ROADWAY LIGHTS, AS LEASED FROM VERSANT POWER AND WILL BE PLACED ON VERSANT POLES. LIGHTS TO BE 36 WATT LED TYPE 2 FIXTURES. BUILDING LIGHTS TO BE LOCATED AT BUILDING ENTRANCES AND SHALL BE LOCATED UNDER THE PORCH CANOPY. LIGHTING SHALL BE LED FIXTURE WITH MAXIMUM 100W INCANDESCENT EQUIVALENT.
- PARKING REQUIREMENTS: RESIDENTIAL 1.5 SPACES PER UNIT

| | |
|----------------------------|------------|
| REQUIRE PARKING (44 UNITS) | 66 SPACES |
| PROPOSED PARKING SPACES | 107 SPACES |
| GARAGE/DRIVEWAY | 4 SPACES |
| TOTAL PARKING | 111 SPACES |
- THE SHORELAND ZONE IS NOT DELINEATED ON THE PLAN AND INCLUDES AREA WITHIN 250 OF THE NORMAL HIGH WATER LIMIT OF THE KENDUSKEAG STREAM. THE SHORELAND ZONE IS CONTAINED WITHIN THE MORE RESTRICTIVE LIMIT OF THE RESOURCE PROTECTION ZONE.

NOTE: BUFFER VEGETATION TO BE OWNERS CHOICE UNLESS VARIETY IS NOTED.



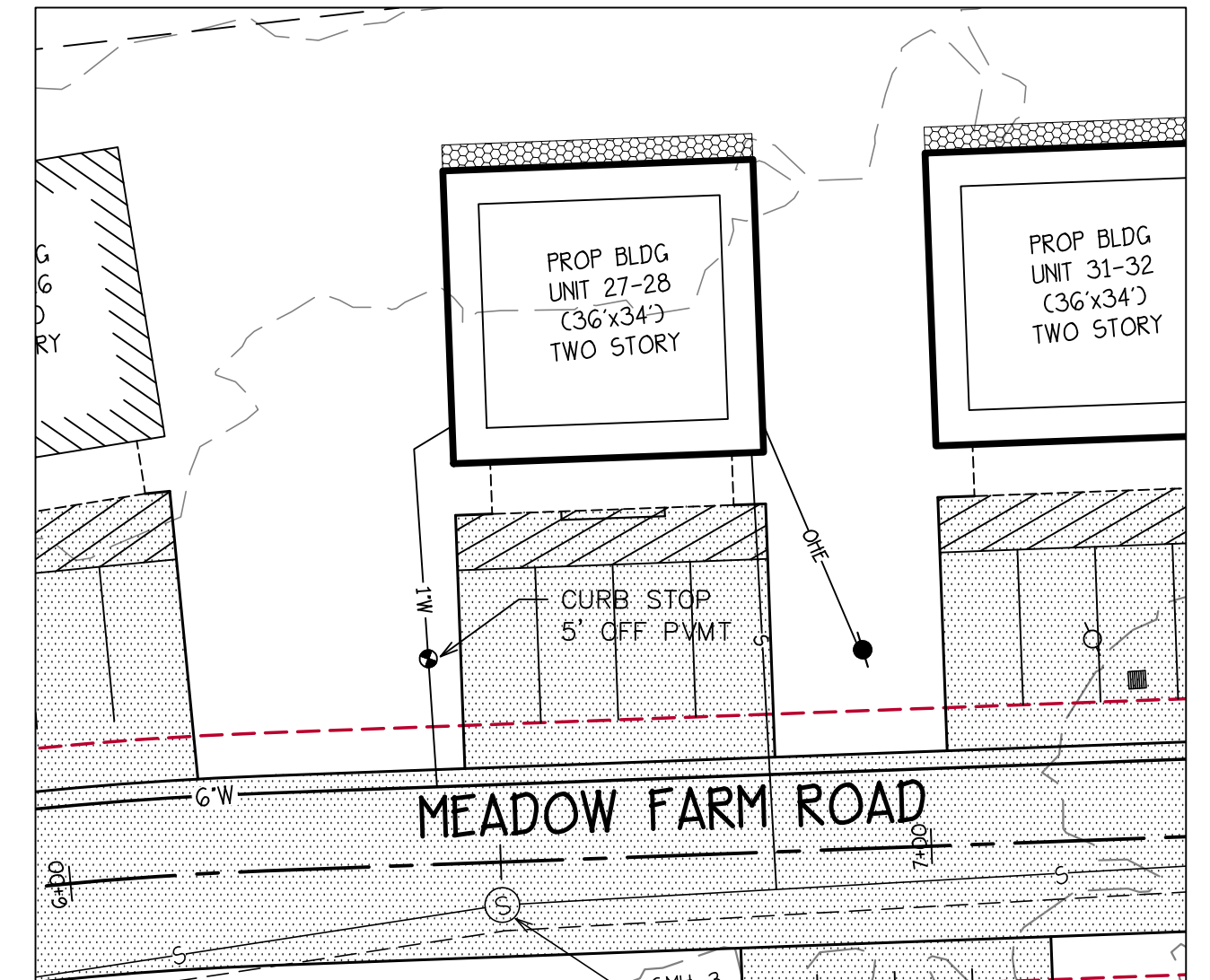
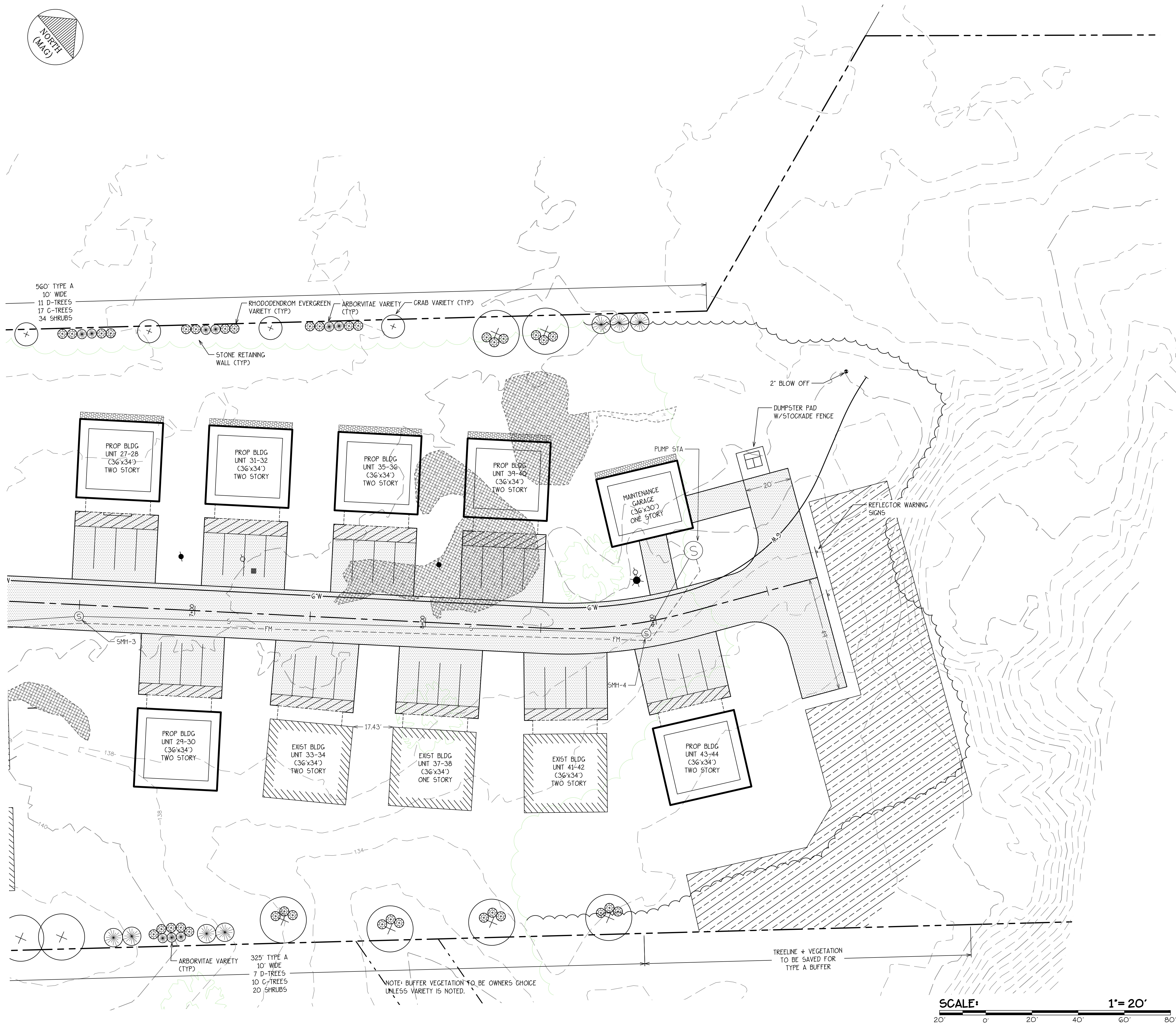
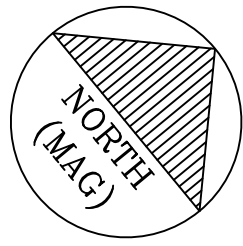
| | | | |
|------|-----------|----------------|-----------------------|
| 1 | 18 AUG 22 | JRK | AMENDED GENERAL NOTES |
| REV: | DATE: | BY: | COMMENTS: |
| | 8 AUG 22 | DESIGN BY: JRK | SCALE: AS NOTED |
| | | PROJ. NO: | 663 |

SITE & UTILITY PLAN
MEADOW FARM
777 OHIO STREET
BANGOR, MAINE

FOR:
GLEN BRALEY
PO BOX 196
MAPLETON, ME 04757

KISER
ENGINEERING & DEVELOPMENT CONSULTING
PO BOX 282, HAMPDEN, MAINE 04444
207-862-4700

SHEET 1-6



UTILITY SERVICE CONNECTIONS (CTYP)
SCALE: 1"=10'

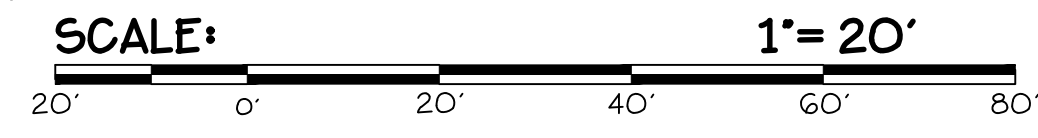
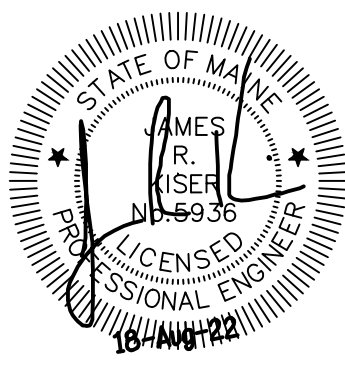
| LEGEND | | |
|----------|-------------------------------------|--|
| EXISTING | DESCRIPTION | PROPOSED |
| --- | PROPERTY/ROW | --- |
| --- | SETBACK | --- |
| --- | EASEMENT | --- |
| --- | CENTERLINE | --- |
| --- | BUILDING W/DOOR LOCATION (TYP) | --- |
| --- | WETLANDS | --- |
| --- | SIGN | --- |
| --- | EDGE PAVEMENT | --- |
| --- | CURLINE | --- |
| --- | EDGE WATER | --- |
| W | WATER | W |
| S | SEWER | S |
| SD | STORM DRAIN | SD |
| WV | WATER VALVE | WV |
| PL | POLE LIGHT | PL |
| UP | UTILITY POLE | UP |
| HY | HYDRANT | HY |
| --- | TREE LINE | --- |
| (X) | DECIDUOUS TREE | (X) 1.5" MIN CAL |
| (*) | CONIFEROUS TREE | (*) 4' MIN HGT |
| (*) | SHRUB (ORNAMENTAL) | (*) EVERGREEN 18" MIN DECIDUOUS 24" MIN |
| SF | SILT FENCE | SF |
| --- | STORMWATER TREATMENT NATURAL BUFFER | --- |

| | | | |
|-------|-----------|----------------|----------------------|
| 1 | 18 AUG 22 | JRK | ADDED UTILITY DETAIL |
| REV: | DATE: | BY: | COMMENTS: |
| DATE: | 8 AUG 22 | DESIGN BY: JRK | SCALE: AS NOTED |
| | | | PROJ. NO: 663 |

SITE & UTILITY PLAN
MEADOW FARM

777 OHIO STREET
BANGOR, MAINE

FOR:
GLEN BRALEY
PO BOX 196
MAPLETON, ME 04757



NOTE: BUFFER VEGETATION TO BE OWNERS CHOICE UNLESS VARIETY IS NOTED.

TREELINE + VEGETATION TO BE SAVED FOR TYPE A BUFFER



CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

Pre-application Meeting Date: N/A

Date submitted: 7/20/2022

Date Reviewed: 7/22/2022

Initials: ABC

Project: Meadow Farm

Project Location: 777 Ohio St

Applicant: Glen Braley

Applicant Representative: Jim Kiser, Kiser & Kiser Engineering

Phone Number or Email: jim@kiser-kiser.com

Project Zoning District: LDR

Allowed Use: _____

Conditional Use: Attached residential

Site Plan Requirement Reference: §165-111.A(1), (3), (4), (6)

Project Disturbs More than One Acre? Yes X No _____

If Yes, Applicant aware of MCGP and Chapter 500 Permitting through Maine DEP?

Yes X Informed by City Staff _____

| Yes | No | Not applicable / Other | Site Plan Element |
|-----|----|------------------------|-------------------------|
| X | | | Scale |
| X | | | North Arrow |
| X | | | Building/Lot dimensions |
| X | | | Building locations/uses |



CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

| Yes | No | Not applicable / Other | Site Plan Element |
|-----|----|------------------------|---|
| X | | | Parking/access/loading locations |
| X | | | Signage |
| X | | | Lighting |
| X | | | Screening and Buffer |
| X | | | Erosion and sedimentation |
| X | | | Stormwater |
| X | | | Manholes/catch basins |
| | X | | Sewer |
| | X | | Water |
| | | X | Fire Hydrants fire pond? |
| | X | | Electric/Communication |
| X | | | Curbs and gutters |
| X | | | Paved/un-vegetated/vegetated areas |
| X | | | Trash |
| | | X | Outdoor display/storage |
| X | | | Existing trees |
| | | X | Deed or other instrument allowing pursuit of permits |
| X | | | Topo |
| X | | | Adjacent buildings and features |
| | | X | Traffic |
| X | | | Location sketch |
| X | | | Post Construction Stormwater Maintenance Plan |
| X | | | Building Permit Application |
| | X | | Fire Comments |
| X | | | Shoreland delineation/zoning compliance |
| X | | | Floodplain location |
| | | X | Effects on scenic, etc |
| X | | | Table showing compliance with dimensional Requirements |
| X | | | Table showing compliance with Parking Requirements |
| | | X | Additional Conditional Use General Requirements Traffic Study Support Letter for paragraph (4) |



CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

| Yes | No | Not applicable / Other | Site Plan Element |
|-----|----|------------------------|---|
| | | X | Additional Conditional Use Specific Requirements for Use or District |
| X | | | Additional Subdivision Requirements Lot lines Existing street connections Open space reservation Abutters Onsite wastewater Easements Soils Wetlands |
| | | X | Additional Solar applications Height Yard Buffers Glare Decommissioning plan Utility Connections Confirmation of use |
| | | X | Proposed temporary construction access roads |
| | | X | Proposed bus stop location |

Comments on Completeness

To keep an accurate record file, the Water District would prefer that all buildings receiving water service are drawn with their associated utilities. Currently it appears that just one building is shown as an example for tie-in's.

Comments on Compliance

Waiting to hear back from Fire on whether they're good with the changes - question about hydrant flow

Please go ahead and put up stop/street sign.

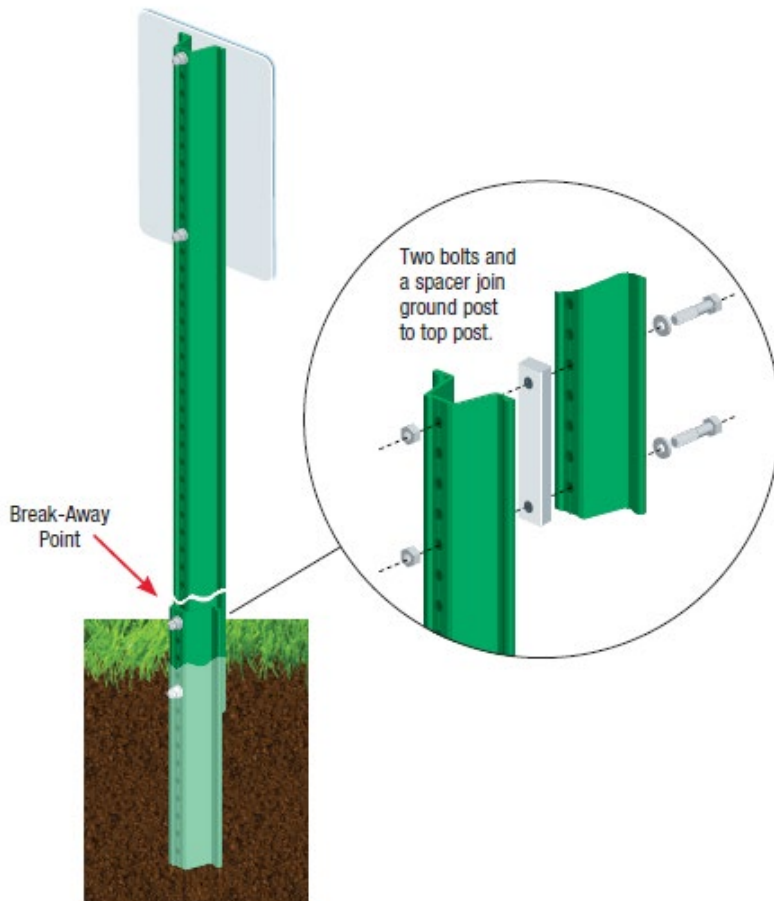


CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

Please put post up for hydrant (U-channel breakaway post, 4' bottom, 6' extension (example below)). 1498 needs to be flagged.



Possible Planning Board agenda: 9/20/2022

Deadline to advertise: 9/6/2022

Deadline to post to abutters: 9/6/2022

Deadline for edits or amendments: 8/31/2022



CITY OF BANGOR

Planning Division

Checklist for Land Development Applications

****For edits, please only send digital copies until staff has determined the plans are okay to go to Planning Board. Once staff has made that determination, hard copies of the final plans can be sent.**

From: [Collette, Anja](#)
To: "Jim Kiser"
Subject: FW: 777 Ohio Street
Date: Thursday, July 28, 2022 10:09:58 AM
Attachments: [image001.png](#)
[image002.png](#)

Hi Jim, please see Fire comments below on the 777 Ohio Street project.

Thanks!
Anja

From: Craig, George <george.craig@bangormaine.gov>
Sent: Thursday, July 28, 2022 9:54 AM
To: Collette, Anja <anja.collette@bangormaine.gov>
Cc: Vachon, Adam <adam.vachon@bangormaine.gov>
Subject: RE: 777 Ohio Street

Hi Anja, sorry for the late response, we did an inspection there yesterday so I wanted to wait and get another look at the site. So, from the fire side:

- Fire hydrant flow rate data on existing hydrant (we may require an additional fire hydrant but that depends on the flow rate of the existing hydrant on site. That is a private hydrant and so the information wasn't readily available from Noah at the water district, it costs \$100 to get that data because they have to go out and actually take readings and calculate it themselves. This isn't a fee that we as the city would, nor should we be paying for, that is on the owner or engineer for the owner to pay for and supply the necessary documentation from the water district once it has been determined.)
- Paving needs to be completed for the road (including the hammerhead at the end as shown on the updated site plan)

Please let me know if you have any questions on the above items. Thank you and have a good day,

George



CITY OF BANGOR
George Craig
Fire Inspector, CFI-1

Fire Prevention Division

Phone: 207-992-4264

Cell: 207-735-4041

Fax: 207-945-4449

<http://www.bangormaine.gov>

From: Collette, Anja <anja.collette@bangormaine.gov>

Sent: Monday, July 25, 2022 3:01 PM

To: Craig, George <george.craig@bangormaine.gov>

Subject: RE: 777 Ohio Street

Okay, thank you!

From: Craig, George <george.craig@bangormaine.gov>

Sent: Monday, July 25, 2022 3:00 PM

To: Collette, Anja <anja.collette@bangormaine.gov>; Vachon, Adam <adam.vachon@bangormaine.gov>

Subject: RE: 777 Ohio Street

Hi Anja, I needed to get some information from Noah at the water department to see what the flow rate was of the private hydrant, they may need an additional hydrant out there but I don't know for sure yet. Also, the road going in is an issue, I know there was some paving done but I don't think it was done as proposed in the last zoom meeting we had for the project. It showed the road terminating at a hammerhead, I'll take a ride out to see but I don't believe its paved to that extent yet and that's an issue for us if we have to get trucks down in there. I will reach out again to Noah and see what the hydrant data is and I will take ride to see how far the road is paved going in and I will get back to you, it may take until tomorrow before I can though. Thank you,

George



CITY OF BANGOR

George Craig

Fire Inspector, CFI-1

Fire Prevention Division

Phone: 207-992-4264

Cell: 207-735-4041

Fax: 207-945-4449

<http://www.bangormaine.gov>

From: Collette, Anja <anja.collette@bangormaine.gov>
Sent: Monday, July 25, 2022 12:55 PM
To: Craig, George <george.craig@bangormaine.gov>; Vachon, Adam <adam.vachon@bangormaine.gov>
Subject: 777 Ohio Street

Hi, did you guys have comments to send on Glen Braley's project at 777 Ohio Street?



CITY OF BANGOR

Anja Collette
Planning Analyst
Community & Economic Development
Planning Division

73 Harlow Street
Bangor, ME 04401
anja.collette@bangormaine.gov
Phone: 207.992.4234

From: [Collette, Anja](#)
To: ["Jim Kiser"](#)
Subject: FW: 777 Ohio Street
Date: Thursday, July 28, 2022 10:10:29 AM
Attachments: [image001.png](#)

Below are comments regarding stormwater for the 777 Ohio Street project.

Thank you!
Anja

From: May, Richard <richard.may@bangormaine.gov>
Sent: Wednesday, July 27, 2022 2:45 PM
To: Collette, Anja <anja.collette@bangormaine.gov>; Theriault, John <john.theriault@bangormaine.gov>
Subject: RE: 777 Ohio Street

Hi Anja,

I have a few comments on 777 Ohio
Project:

I would like the "natural buffer" at the end of Meadow Farm Road to be specifically called out on the plan as a stormwater treatment buffer for clarity. I believe that is the intent.

Stormwater treatment worksheet references "LS" (level spreader?) with buffer. No level spreader shown on plans in relation to the buffer area. This may not be needed due to sheet flow entering buffer?

Submit updated Stormwater Maintenance Plan that reflects changes to stormwater management onsite. Who is responsible for post-construction maintenance? I see an easement filing (book 15847 Page 49) of a stormwater easement from County Properties LLC to Glendon Braley. Will this easement be granted to the condo association?

Updated stormwater permit from Maine DEP?

When will pond be constructed?

NRPA Permitting for wetland disturbance as we discussed in plans review meeting.

John T. might have additional comments.

Rich

From: Collette, Anja <anja.collette@bangormaine.gov>

Sent: Monday, July 25, 2022 12:53 PM

To: May, Richard <richard.may@bangormaine.gov>; Theriault, John <john.theriault@bangormaine.gov>

Subject: 777 Ohio Street

Hi, did you guys have any further comments on Glen Braley's project at 777 Ohio Street? I have a note in the checklist that says stormwater comments are pending.



CITY OF BANGOR

Anja Collette
Planning Analyst
Community & Economic Development
Planning Division

73 Harlow Street
Bangor, ME 04401
anja.collette@bangormaine.gov
Phone: 207.992.4234

From: [May, Richard](#)
To: [Collette, Anja](#)
Subject: RE: 777 Ohio Street
Date: Friday, August 12, 2022 10:18:11 AM
Attachments: [image001.png](#)

Highlighted question below not directly addressed in Jim Kiser's most recent response for this project.

From: May, Richard <>
Sent: Wednesday, July 27, 2022 2:45 PM
To: Collette, Anja <anja.collette@bangormaine.gov>; Theriault, John <john.theriault@bangormaine.gov>
Subject: RE: 777 Ohio Street

Hi Anja,

I have a few comments on 777 Ohio Project:

I would like the "natural buffer" at the end of Meadow Farm Road to be specifically called out on the plan as a stormwater treatment buffer for clarity. I believe that is the intent.

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Updated stormwater permit from Maine DEP?

When will pond be constructed?

NRPA Permitting for wetland disturbance as we discussed in plans review meeting.

John T. might have additional comments.

Rich

From: Collette, Anja <anja.collette@bangormaine.gov>
Sent: Monday, July 25, 2022 12:53 PM
To: May, Richard <richard.may@bangormaine.gov>; Theriault, John <john.theriault@bangormaine.gov>
Subject: 777 Ohio Street

Hi, did you guys have any further comments on Glen Braley's project at 777 Ohio Street? I have a note in the checklist that says stormwater comments are pending.



CITY OF BANGOR

Anja Collette
Planning Analyst
Community & Economic Development
Planning Division

73 Harlow Street
Bangor, ME 04401
anja.collette@bangormaine.gov
Phone: 207.992.4234

From: [Craig, George](#)
To: [Krieg, Anne M.](#)
Cc: [Collette, Anja](#); [Vachon, Adam](#); [Bickford, Melissa](#)
Subject: Re: PB SCHEDULE
Date: Wednesday, August 31, 2022 7:14:38 PM
Attachments: [image001.png](#)
[image001.png](#)

So there needs to be a working hydrant inside the development within 600 feet of all structures including the maintenance building at the end. The existing hydrant that is broken was right on the edge of meeting that location requirement but I never saw the letter Jim is referring to that had hydrant flow data. So, simply showing a hydrant on a plan is all well and good but it does nothing if it's only on a plan and the current hydrant is down/broken. In an emergency we need a hydrant with an adequate flow rate to hook up to. Not sure if that answers your questions but that's the reality of what needs to happen out there. Thank you,

George

Sent from my iPhone

On Aug 31, 2022, at 2:58 PM, Krieg, Anne M. <anne.krieg@bangormaine.gov> wrote:

The flow rate thing is more of a concern to me than conditioning that they show the second hydrant on the plan but I will defer to you guys (I know I said I would stay out of it but here I am!)

amk

Anne Krieg AICP
Bangor Planning Officer

From: Collette, Anja <anja.collette@bangormaine.gov>
Sent: Wednesday, August 31, 2022 2:37 PM
To: Craig, George <george.craig@bangormaine.gov>; Vachon, Adam <adam.vachon@bangormaine.gov>
Cc: Krieg, Anne M. <anne.krieg@bangormaine.gov>; Bickford, Melissa <melissa.bickford@bangormaine.gov>
Subject: FW: PB SCHEDULE

Hi George and Adam, do you guys need to see new plans with the second hydrant or evidence showing there's an adequate flow rate from the existing

hydrant, or are you okay with conditioning Planning Board approval on them showing this? (Also a question for Anne too on whether this is acceptable).

-Anja

From: Jim Kiser <jim@kiser-kiser.com>
Sent: Wednesday, August 31, 2022 12:19 PM
To: Collette, Anja <anja.collette@bangormaine.gov>
Subject: RE: PB SCHEDULE

WARNING: This email originated outside of our organization. Messages claiming or appearing to be from someone within our organization may be fraudulent. **DO NOT CLICK** links or attachments unless you can verify the sender and know the content is safe.

SO I JUST NEED TO SHOW THE HYDRANT SIGN?

THE HYD REPAIR IS PART OF ONGOING WORK AND FLOW TEST WHICH WE WILL TAKE AS CONDITION OR ADD THE SECOND HYD, I HAVE EMAILED GEORGE ON THE TEST/ADDED HYDRANT BUT HAVE NOT HEARD BACK YET.

Jim Kiser
Kiser & Kiser Co
207-862-4700

From: Collette, Anja <anja.collette@bangormaine.gov>
Sent: Wednesday, August 31, 2022 12:15 PM
To: Jim Kiser <jim@kiser-kiser.com>
Subject: RE: PB SCHEDULE

Hi Jim, this is what I've received from Noah:

"Jim sent me the AutoCAD file for the new locations of each structure to be built, and I have our GIS tech making us a map so I can review everything. Since the plans have changed, we will review the connection points on a case-by-case basis. Since there are preconstructed connection appurtenances on the site, we will use GIS to determine if each connection location is adequate and require new taps should they not meet our construction specifications or cause interference with other utilities. We need to have that hydrant repaired and a breakaway U-channel post installed to flag and number it for fire and dispatch."

From: Jim Kiser <jim@kiser-kiser.com>
Sent: Wednesday, August 31, 2022 9:09 AM
To: Collette, Anja <anja.collette@bangormaine.gov>
Subject: RE: PB SCHEDULE

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Did noah get you comment that we will deal with connections at the time of service request?

Also the hydrant is broken and needs repaired. Any chance that can be a condition? If not I will just call for a second hydrant.

Jim Kiser
Kiser & Kiser Co
207-862-4700

From: Collette, Anja <anja.collette@bangormaine.gov>
Sent: Monday, August 29, 2022 3:13 PM
To: Jim Kiser <jim@kiser-kiser.com>
Subject: RE: PB SCHEDULE

Hi Jim, Noah with the Water District confirmed that they would like to see revised plans showing the (at least estimated) utility tie-in's for each building.

From: Jim Kiser <jim@kiser-kiser.com>
Sent: Saturday, August 27, 2022 9:13 AM
To: Collette, Anja <anja.collette@bangormaine.gov>
Subject: RE: PB SCHEDULE

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Ok working on both.

Jim Kiser
Kiser & Kiser Co
207-862-4700

From: Collette, Anja <anja.collette@bangormaine.gov>
Sent: Friday, August 26, 2022 8:54 AM
To: Jim Kiser <jim@kiser-kiser.com>
Subject: RE: PB SCHEDULE

777 Ohio Street is a conditional use for the zone it's in, so we need extra time for advertising and notices- that's why the deadline is earlier. If you can find out about the flow rate by the 2nd, I think that would give us enough time- we just really need to make sure Fire is good with everything before we put it on the agenda and send out the ad. The only other thing we need is the revised plans showing the utility tie-in's, unless the Water District said they were okay with the way the plans are currently.

On Northbrook, the turn-around change is the only thing I'm seeing. The sooner we get those changes the better so we can make sure everyone is good with the changed plans.

From: Jim Kiser <jim@kiser-kiser.com>
Sent: Friday, August 26, 2022 7:56 AM
To: Collette, Anja <anja.collette@bangormaine.gov>
Subject: RE: PB SCHEDULE

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[777 ohio street](#)

[I talked to the district and all set with them on these items but not sure that we will have water flow rate by the 31st. why is this one a week earlier than northbrook?](#)

[Need to know if there is anything else we need if we are to get it back to you.](#)

[Northbrook
Working on the turn arounds and not really liking the layout but since fire](#)

is being black and white we will move turn to the end. is this the only thing I need since john gave you email on the conditions for cost estimate and payment requirements.

Jim Kiser
Kiser & Kiser Co
207-862-4700

From: Collette, Anja <anja.collette@bangormaine.gov>

Sent: Wednesday, August 24, 2022 3:23 PM

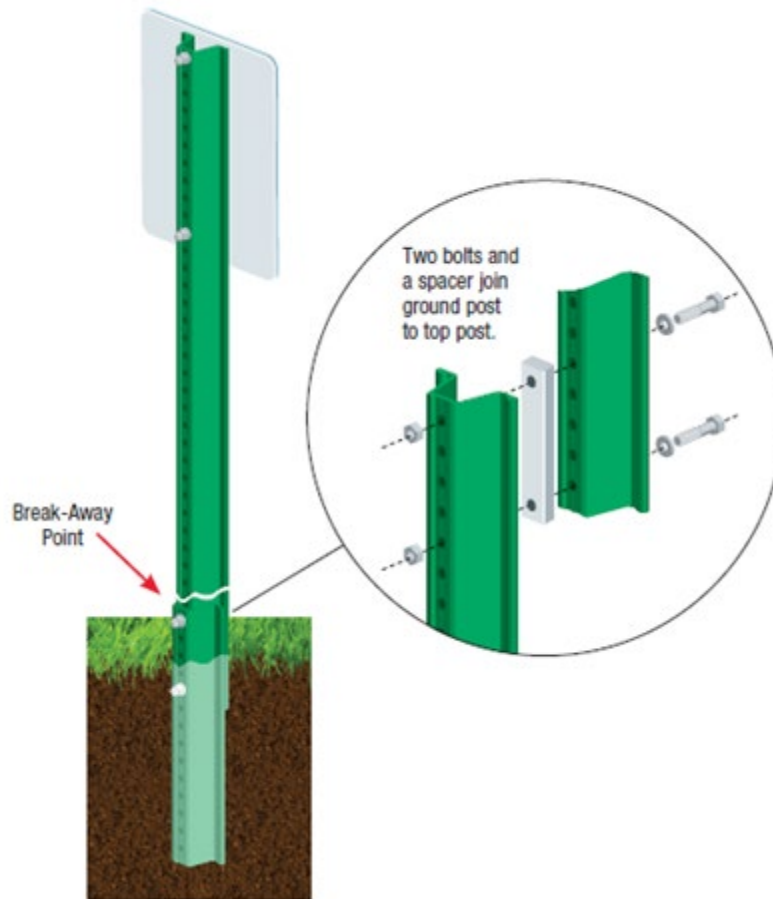
To: Jim Kiser <jim@kiser-kiser.com>

Subject: RE: PB SCHEDULE

To be on the 9/20 agenda, for 777 Ohio St, we'll need edits by 8/31. For Northbrook Apartments, we'll need edits by 9/6.

For 777 Ohio Street, I'm following up with Rich and Fire again today to make sure they're good with the plans. Below are the other comments on that project so that you can at least go ahead with those:

- <!--[if !supportLists]-->• <!--[endif]-->To keep an accurate record file, the Water District would prefer that all buildings receiving water service are drawn with their associated utilities. Currently it appears that just one building is shown as an example for tie-in's.
- <!--[if !supportLists]-->• <!--[endif]-->Please go ahead and put up stop/street sign.
- <!--[if !supportLists]-->• <!--[endif]-->Please put post up for hydrant (U-channel breakaway post, 4' bottom, 6' extension (example below)). 1498 needs to be flagged.



From: Jim Kiser <jim@kiser-kiser.com>
Sent: Wednesday, August 24, 2022 3:15 PM
To: Collette, Anja <anja.collette@bangormaine.gov>
Subject: PB SCHEDULE

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ANJA,

WHAT IS THE NEXT SCHEDULE FOR SUBMISSION OF THE PROJECTS.



James Kiser



PO Box 282
Hampden, ME 04444
207-862-4700

From: [Noah Bussiere](#)
To: [Collette, Anja](#); [Krieg, Anne M.](#)
Subject: RE: PB SCHEDULE
Date: Wednesday, August 31, 2022 12:31:49 PM
Attachments: [image001.png](#)

WARNING: This email originated outside of our organization. Messages claiming or appearing to be from someone within our organization may be fraudulent. **DO NOT CLICK** links or attachments unless you can verify the sender and know the content is safe.

To recap, the plans are alright for now, given the need to review each new connection moving forward.

For the hydrant, we want to be sure they know to place a breakaway post on any hydrants in service so we can come by later and put one of our numbered signs on it.

Hopefully, that answers your question.

Best,

- Noah

From: Collette, Anja <anja.collette@bangormaine.gov>
Sent: Wednesday, August 31, 2022 12:22 PM
To: Noah Bussiere <noah@bangorwater.org>; Krieg, Anne M. <anne.krieg@bangormaine.gov>
Subject: FW: PB SCHEDULE

Hi Noah, please see below from Jim.

From: Jim Kiser <jim@kiser-kiser.com>
Sent: Wednesday, August 31, 2022 12:19 PM
To: Collette, Anja <anja.collette@bangormaine.gov>
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207-862-4700

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Kiser & Kiser Co
207-862-4700

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777 ohio street

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Jim Kiser
Kiser & Kiser Co
207-862-4700

From: Collette, Anja <anja.collette@bangormaine.gov>

Sent: Wednesday, August 24, 2022 3:23 PM

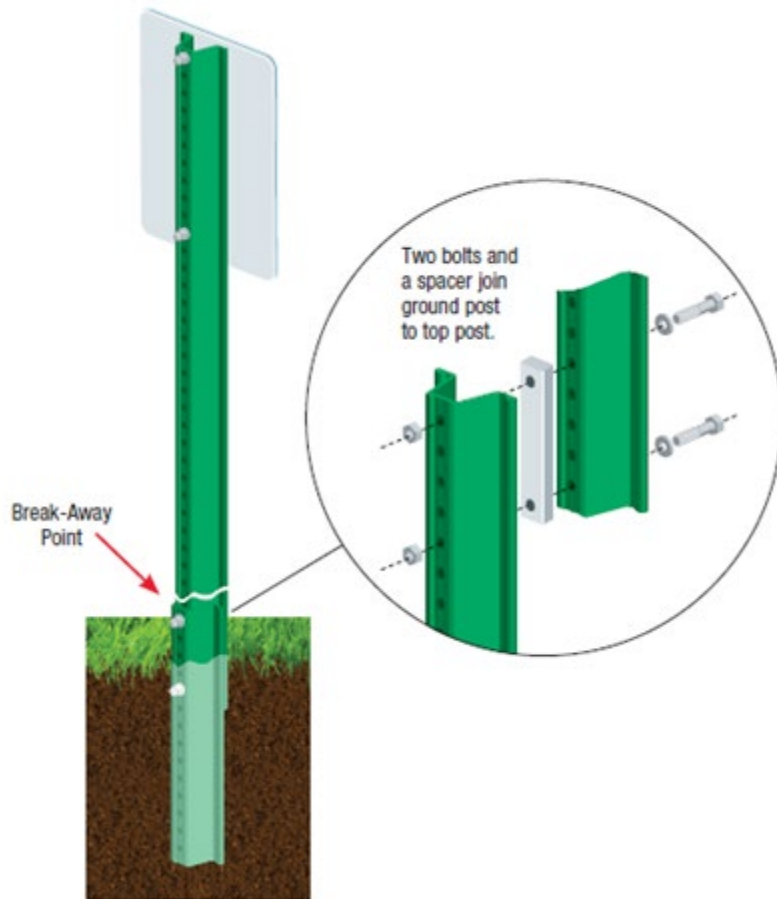
To: Jim Kiser <jim@kiser-kiser.com>

Subject: RE: PB SCHEDULE

To be on the 9/20 agenda, for 777 Ohio St, we'll need edits by 8/31. For Northbrook Apartments, we'll need edits by 9/6.

For 777 Ohio Street, I'm following up with Rich and Fire again today to make sure they're good with the plans. Below are the other comments on that project so that you can at least go ahead with those:

- To keep an accurate record file, the Water District would prefer that all buildings receiving water service are drawn with their associated utilities. Currently it appears that just one building is shown as an example for tie-in's.
- Please go ahead and put up stop/street sign.
- Please put post up for hydrant (U-channel breakaway post, 4' bottom, 6' extension (example below)). 1498 needs to be flagged.



From: Jim Kiser <jim@kiser-kiser.com>
Sent: Wednesday, August 24, 2022 3:15 PM
To: Collette, Anja <anja.collette@bangormaine.gov>
Subject: PB SCHEDULE

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ANJA,

WHAT IS THE NEXT SCHEDULE FOR SUBMISSION OF THE PROJECTS.



James Kiser



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