SITE PLAN + SUBDIVISION APPLICATION FOR 36 CLEAVES STREET, YARMOUTH

DECEMBER 23, 2024

Development Team:

36 Cleaves Street, LLC

Kara Wilbur | Sam Hight | Brad Moll

In partnership with:

YARMOUTH HOUSING COLLABORATIVE

Dooryard

HALEY WARD

WOODHULL

December 23, 2024

Kara Wilbur
36 Cleaves Street, LLC Development Team
156 West Elm Street, Yarmouth, ME 04096

Attn: Erin Zwirko, Planning Director
Town of Yarmouth

RE: Subdivision and Site Plan Application for 36 Cleaves Street
36 Cleaves Street, Yarmouth, ME, 04096

Members of the Yarmouth Planning Board,

We are pleased to submit this application to create affordable housing on a portion of land at the Town Hall in the Town of Yarmouth. This application is the culmination of years of work by Town residents, leadership, staff and many interested local parties helping Yarmouth to provide housing that is attainable to local people. It is the first project in support of the second goal of the town's Comprehensive Plan, and aligns with the Town Council's goal of creating 431 new units of affordable housing over the next 10 years.

The project is located on a portion of the Town of Yarmouth's municipal parking lot where the Town identified a high priority location for building affordable housing. This site selection optimizes walkability and public transportation as well as capitalizing on existing infrastructure.

Project Summary
This project proposes building a total of 18 affordable units of housing within two apartment-house style buildings that pull their architectural influence from local building precedent. This includes an 8-Unit building with a total of 3,930 square feet and a 10-Unit building with a total of 4,690 square feet. All of the units will be 1-bedroom units, to provide smaller and more affordable places for people to live.

We anticipate these units will be appealing to downsizing seniors, the local workforce, and young couples moving into the area. The new homes would allow the sons or daughters of multi-generational Yarmouth families to move back to town to be near their parents and grandparents - something they can't afford to do today. For local businesses struggling to recruit and retain employees, this kind of apartment living is a step towards providing housing options for local workers.

The project will be privately owned and professionally managed by the development team.

The development team includes:

- Brad Moll, owner of Brickyard Hallow and active member of the Yarmouth community;
- Kara Wilbur, owner of Dooryard, a company focused on designing Maine-inspired building typologies and who will provide the modular buildings;
- Sam Hight, developer and property manager who has helped build similar homes in Madison, Maine working closely with neighbors and tenants to ensure a positive dynamic in the neighborhood; and,
- Yarmouth Housing Collaborative, whose local member board is helping to keep an open line of communication between the community, the Town, and the project team.

Members of this team have collectively designed, built, and managed housing that has helped to support existing neighborhoods in communities across Maine, including Madison, Newcastle, Yarmouth, Rumford, and others.

Items for the Planning Board to Note:

- The two buildings have been designed to fit in with the residential character of the neighborhood. Each building is 32 feet wide, with a front porch to help further reduce the massing of the building. The roof pitch, building height, and farmhouse style are similar to other buildings within Yarmouth and fits with the architecture of the Cleaves Street neighborhood.

- The project is seeking financing from the MaineHousing Affordable Rural Rental program, with applications due on January 23. Our team's financial capacity to execute the project is contingent on this funding, due to the scope of the project. This is the last funded cycle of this program and there are no alternative funding sources at this time.

- The portion of the upper parking lot closest to the back of Town Hall will remain in place, with a total of 31 spaces (versus 33 existing spaces). In the back half of the lot, 16 spaces will remain, located behind the proposed new residential buildings. This reflects a loss of approximately 16 spaces, bringing the available parking to a level more in line with when the Community Services building occupied a portion of the Town Hall upper lot, with a total of 47 spaces. A shared parking agreement is part of the Purchase and Sale agreement and will be negotiated with the Town.

Submittals

We have enclosed in this package the following items, which we hope will initiate a positive and productive conversation with the Planning Board and the community as we work together to advance this project. Within the included narrative, we have identified a small handful of waivers that the project proposal seeks, each falling within the criteria permitted by the Town's ordinances. Please note, we will not have a signed Boundary Survey for this submittal, however we have surveyed the existing conditions and the enclosed plans show proposed site boundaries. A final boundary survey will be a condition of closing on the sale of the property with the Town. Please find the following enclosed files:

1. Site Plan application form
2. Subdivision application form
3. Responses to Site Plan Review Criteria

4. Responses to Subdivision Review Criteria
5. Exhibits
6. Attachments
    a. Plan Set prepared by Haley Ward
    b. Building floor plans and elevations
    c. Sewer Ability to Serve Request

Our development team has and will continue to work closely with Town Staff during the permitting and construction process. We look forward to presenting our application to the Board for its review and consideration.

With Kind Regards,

Kara Wilbur, on behalf of the **36 Cleaves Street Team**

Developers:
Brad Moll
Kara Wilbur
Sam Hight

Yarmouth Housing Collaborative local member board, including:
Margaret Downing
Seth Parker
Rachel Houlihan
Anna Steffeney

With the assistance of the following on community engagement:
Lynn Seeley
Mike Perfetti

LINK TO FULL SET OF APPLICATION FILES

TOWN OF YARMOUTH

Department of Planning and Development
200 Main Street Yarmouth, Maine 04096
(207)846-2401 WWW.YARMOUTH.ME.US Fax: (207)846-2438

SITE PLAN APPLICATION FORM

☐ **Minor** ☑ **Major**

Date: 12/23/24 **Zoning District** CD-4 **Map** 37 **Lot** 6 **Ext** _____

Site Location: 36 Cleaves Street
Property Owner: 36 Cleaves Street, LLC
Mailing Address: 156 West Elm Street, Yarmouth, ME 04096
E-mail Address: Kara.Wilbur@gmail.com
Phone: (207) 512-6047 Fax: NA

Name of Project: 36 Cleaves Street
Existing Use: Municipal
Proposed Use: Residential

Amendment to a previously approved site plan? Yes ____ No X
Special exception use? Yes ____ No X

Fee: $100.00/1000 sq. ft.; up to $3000.00

The Department of Planning and Development shall send notices to all property owners at a minimum of 500 feet including a description of the proposal. Letters will be at a cost of $5/letter to the applicant.

The Town will correspond with only one contact person/agent for this project. Please provide the requested information regarding the contact person/agent.

Contact person/agent: Kara Wilbur
Mailing Address: 156 West Elm Street
E-mail Address: Kara.Wilbur@gmail.com
Phone: (207) 512-6047 Fax: NA

I certify that, to the best of my knowledge, all information provided in this application form and accompanying materials is true and accurate.

Kara Wilbur _____
Signature of Owner
(If signed by Owner's agent, provide written documentation of authority to act on behalf of applicant.)

"I authorize appropriate staff within the Yarmouth Planning Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to collect facts pertaining to my application."

Kara Wilbur
Print or type name and title of signer

1. PROJECT DESCRIPTION

A. In a separate document please describe the overall project objectives and proposed uses of property, including quantity and type of residential units (if any).

B. Project details

1. Name and approval date of subdivision this site is in (if applicable)
   We are submitting a combined site plan and subdivision application.
   Subdivision lot numbers (if applicable) NA
2. Assessor's Map number(s) 37 Lot number(s) 6
3. Existing zone(s) of the site
   CD-4 Village Center
   Shoreland Overlay District ____ Yes X No
   Affordable Housing District ____ Yes X No
   Mobile Home Park Overlay ____ Yes X No
4. a. Total land area of site (all contiguous land in same ownership)
   0.39 acres
   b. Total floor area of each proposed building in square feet
   8-unit building: 3,930 s.f., 10-unit building: 4,690 s.f.
   c. Footprint of each proposed building in square feet
   8-unit building: 1,965 s.f., 10-unit building: 2,725 s.f.
   d. Height of proposed building(s) 34 feet 2 stories
   e. Total number of proposed parking spaces Shared lot
   f. Number of proposed handicap parking spaces 1

C. Existing conditions

1. Existing land use Parking Lot
2. Total floor area of each existing building in square feet
   NA
3. Footprint of each existing building in square feet
   NA

D. Attach as Exhibit #1 a map such as the Maine Atlas and Gazetteer map (clean photocopies are acceptable). Indicate the location of your project on map.

E. Construction sequence

1. Estimated time of start of project August 2025
   Estimated time of completion of project February 2026
2. Is this to be a phased project? Yes___ No X
3. Attach as Exhibit #2 a construction schedule outlining the anticipated sequence of construction (beginning and completion) for the major aspects of the proposed project, including roads, erosion control and drainage measures, structures, sewer and water lines, other utilities, paving, landscaping.

2. RIGHT, TITLE, OR INTEREST

A. Name and mailing address of record owner of the site

36 Cleaves Street, LLC
156 West Elm Street
Yarmouth, ME 04096
Phone (207) 512-6047 Fax NA

B. Attach as Exhibit #3 evidence of corporate or partnership status, if applicant is not an individual.

C. Attach as Exhibit #4 evidence of applicant's right, title, or interest in the site. A complete copy of the document must be provided; financial information may be deleted.
D. Attach as Exhibit #5 a copy of the current owner's existing deed for the site.
E. Attach as Exhibit #6 summary lists of all existing and all proposed easements or other burdens for this property. More detailed information may be required, depending on the particular circumstances of the site.
F. If a condominium, homeowners, or property owners association will be established, attach as Exhibit #7 the articles of incorporation, the Declaration of Covenants and Responsibilities, and the proposed by-laws of the organization.

3. FINANCIAL CAPACITY

A. Estimated cost of the project (including land purchase and development costs)
$6 million

B. Attach as Exhibit #8 evidence of your financial capacity to complete the proposed development. Submit one or more of the following (please check as appropriate):

_____ 1. A written statement from the applicant's bank or a certified public accountant who recently has audited the applicant's finances stating that the applicant has cash reserves in the amount of the estimated cost of the project and can devote those reserves to the project.

_____ 2. When the applicant will personally finance the development, provide copies of bank statements or other evidence, which will indicate availability of funds, and evidence that the applicant can devote these funds to the project.

_____ 3. The most recent corporate annual report showing availability of sufficient funds to finance the development, together with a statement from the applicant that the funds are available and will be used for the proposed project.

_____ 4. A letter from a financial institution, governmental agency, or other funding agency, which indicates a timely commitment to provide a specified amount of funds and the uses for which the funds may be utilized.

_____ 5. In cases where outside funding is required, but there can be no commitment of money until regulatory approvals are received, a formal letter of "intent to fund upon approval" from a funding institution indicating the amount of funds it is prepared to provide, their specified uses and the conditions on which funds will be made available.

4. TECHNICAL ABILITY

A. List all projects undertaken by the applicant within the last five years, beginning with the most recent project:
Two members of the applicant team have been developers and/or consultants on similar projects in Madison, Newcastle, and Rumford, and the third member of the development team is an active developer and contractor in Yarmouth.

B. Have done no prior projects _____

C. Attach as Exhibit #9 a list of all consultants retained for this proposed project, such as engineers, architects, landscape architects, environmental consultants; and those firms or personnel who will be responsible for constructing, operating and maintaining the project.

5. SOLID WASTE

Attach as Exhibit #10 an explanation of the proposed method of collection, removal, and disposal for anticipated solid waste from this project.

6. WATER

Attach as Exhibit #11 written confirmation from the Yarmouth Water District that it can supply the proposed development and that the proposed plan has been approved by the District. If the

applicant proposes a private supply, provide evidence that a sufficient and healthful water supply is available for the proposed development.

7. TRAFFIC

Attach as Exhibit #12 a written evaluation and demonstration of the adequacy and availability of adjacent streets to serve the proposed project. If you must submit a full traffic study to DEP, provide two (2) copies with this application. (see Ch. 702 H.2.)

8. SANITARY SEWERS AND STORM DRAINS

A. Estimated sewage gallons per day for the completed project
2,160 gallons per day
Please note that the Town Manager must approve new sanitary sewer connections that are considered sewer extensions.

B. Will this project generate industrial or non-sanitary waste that will enter the public sewer or drains? No x Yes ___
If yes, please describe proposed types and amounts:
_____
_____

C. If a subsurface wastewater disposal system is proposed, provide evidence that it conforms to the requirements of the State Plumbing Code.

9. SURFACE DRAINAGE AND-RUNOFF, STORMWATER MANAGEMENT

A. Attach as Exhibit #13 a description of any problems of drainage or topography, or a representation that, in the opinion of the applicant, there are none.

B. Attach as Exhibit #14 a complete stormwater management plan, including drainage calculations for pre- and post-development for 2 yr. and 25 yr. storm events, a drainage plan, and an assessment of any pollutants in the stormwater runoff, that meets the requirements of Chapter 702, Review Criteria re Stormwater Management.

10. EROSION AND SEDIMENTATION CONTROL

A. Attach as Exhibit #15 a written description of erosion and sedimentation control measures to be used during and after construction of the proposed project.

B. Show on a plan the proposed location, type, and detail of erosion control devices, unless this information is included on a site plan drawing.

11. SOILS

A. Attach as Exhibit #16 a high intensity soils classification report, including description of soils and interpretation of engineering properties. Include geotechnical report, if applicable.

B. Show on a plan the existing soil conditions on the site, unless this information is included on a site plan drawing. Include wetlands delineation and report, if applicable.

12. SITE PLAN ORDINANCE REQUIREMENTS

A. Attach as Exhibit #17 list of approvals needed from other agencies, such as the General Board of Appeals, Army Corps of Engineers, and Maine Department of Environmental Protection.

B. Attach as Exhibit #18 a written statement that explains how the project complies with the site plan review criteria and with specific performance standards required in the zoning district, if applicable. If applicable, please note how the proposal specifically complies with the separate components of the Route One Corridor Design Guidelines.

C. Attach as Exhibit #19 a summary list and a written offer of cession to the Town of all proposed streets, utilities and open space proposed for dedication.

D. Attach as Exhibit #20 all requests for waivers including an explanation of the undue hardship or special design requirements, which are the basis for the requests.

E. Attach as Exhibit #21 a written explanation of all potential nuisances associated with this project and how they will be mitigated, or a representation that, in the opinion of the

applicant, there are none.

13. SITE PLAN DRAWINGS, MAPS

A. Site plan drawings
   a. paper no larger than 24" x 36", with all drawings in a set the same size
   b. bound and folded no larger than 9" x 12", with project name shown on front face of folded plan
   c. number and date drawings, with space for revision dates
   d. scale of the drawings shall be between 1"=20' and 1"=50'
   e. show the entire parcel in single ownership, plus off-site easements

B. Title block shall include:
   a. identification of plan as "Site Plan"; "Amended" if applicable
   b. name and address of project
   c. name(s) and address(es) of site owner and of applicant
   d. name and address of plan designer(s)

C. Location map shall include:
   a. abutting property within one thousand feet of project boundaries
   b. outline of proposed project
   c. zoning district(s) of abutting properties
   d. at least one street intersection

D. North arrow and scale.

E. General plan notes shall include:
   a. zoning district and list of applicable dimensional regulations comparing the required and proposed
   b. proposed number of units
   c. required and proposed number of parking spaces
   d. total square footage of existing and proposed buildings
   e. square footage of proposed building footprint
   f. all requested waivers
   g. indication if proposed structure is to be sprinklered
   h. total square footage for each use, if applicable

F. Name, location, width of existing and proposed streets.

G. A Boundary Survey, Category 1, Condition 2, showing site boundaries.

H. Setbacks as required by zoning ordinance; zone line if site is transected by a zone line or if zone line is within 30 feet of the boundaries of the site.

I. Existing and proposed contours at 2' intervals. Show l' contours and/or spot elevations if sufficient detail cannot be shown with 2' contours.

J. Buildings, structures, and signs
   a. location, dimensions, shape, facade elevations, entrances, materials, colors of exterior of proposed buildings, structures, and signs. (see Ch. 701, II, C, E, F)
   b. description of all finish surface materials
   c. location, dimensions, shape of existing buildings
   d. building's setbacks from property line, if different from required yard setbacks

K. Names of abutting property owners and locations of buildings and curb cuts on abutting properties.

L. Locations and dimensions of parking areas, loading and unloading facilities, driveways, fire lanes, access points. Give typical parking space dimensions. (see Ch. 701, II H; Ch. 702, J.1, 2, 3)

M. Location of all existing and proposed easements and rights-of-way, including identification of who has or will receive the easement.

N. Location, dimensions, materials of existing and proposed pedestrian access ways.
O. Location and size of existing and proposed utilities, both on-site and in adjoining public ways. Location of nearest existing hydrant. Include installation details for proposed utilities.
P. Construction drawings showing plans, profiles, cross-sections, and details of appurtenances for sanitary sewer and storm drainage systems.
Q. Location, height, wattage, bulb type of exterior and building-mounted lighting. Photometric plan consistent with requirements of site plan and zoning ordinances. (See Ch. 701, II X; Ch. 702, J. 4)
R. Location and description of existing natural features, such as wetlands, watercourses, marshes, rock outcroppings, stands of trees. Natural features to be preserved must be identified on plan.
S. Existing and proposed landscaping, fencing, screening. Include fence dimensions, location, material, and a table showing number of plants of each species, common and botanical names. Include planting and preservation details, if applicable. Indicate proposed snow storage area, if applicable. (see Ch. 701, II Y, and Ch. 702 J. 5)
T. Grades, street profiles, typical cross-section, and specifications of proposed streets and sidewalks. These must meet the standards of Ch. 601, Article IV.
U. A description of any right-of-way, street, sidewalk, open space, or other area the applicant proposes to designate as public.
V. Name, registration number, seal, and signature of all registered professionals (engineer, land surveyor, architect, landscape architect, etc.) who prepared the plan.
W. First floor finished floor elevation(s) for all proposed buildings.
X. If project is within the RP district, extent of floodway and floodway fringe.
Y. If project is within Shoreland Overlay District, show required setbacks.

Please be advised to keep in touch with the Director of Planning and Development throughout the process, 846-2401; fax 846-2403. Your responsiveness will help the process to run smoothly.

CONDITIONS OF APPROVAL

The property shown on this plan may be developed and used only as depicted on this approved plan. All elements and features of the plan and all representations made by the applicant concerning the development and use of the property which appear in the record of the Planning Board proceedings are conditions of approval. No change from the conditions of approval is permitted unless an amended plan is first submitted to and approved by the Planning Board.

Surface Water and Groundwater: No owner of a lot, his agents, or successors in interest shall alter the natural course of surface water on any lot in a way which would alter the natural flow of such water across any other parcel, unless such alteration is approved by the owners of all parcels affected. No owner of a lot, his agents, or successors in interest shall use blasting chemicals that generate perhlorates.

TOWN OF YARMOUTH

Department of Planning and Development
200 Main Street Yarmouth, Maine 04096
(207)846-2401 WWW.YARMOUTH.ME.US Fax: (207)846-2438

SUBDIVISION PLANNING BOARD ALTERATION APPLICATION FORM

Date: 12/23/24 **Zoning District** CD-4 **Map** 37 **Lot** 6 **Ext** _____ **Fee Paid** _____

Fee: $100 per amended or revised lot; Department Noticing: $5.00 per addressee.

Property Owner	36 Cleaves Street LLC
Applicant, if other	Kara Wilbur
Mailing Address	156 West Elm Street, Yarmouth, ME 04096
E-mail Address	Kara.Wilbur@gmail.com
Phone	(207) 512-6047
Fax	NA

Name of Subdivision	36 Cleaves Street
Street Address	36 Cleaves Street
Existing Use/# Lots	Parking Lot/1
Proposed Use/# Lots	Residential/1
Recording Book & Page	NA

The Town will correspond with only one contact person/agent for this project. Please provide the requested information regarding the contact person/agent.

Contact person/agent	Kara Wilbur
Mailing Address	156 West Elm Street, Yarmouth, ME 04096
E-mail Address	Kara.Wilbur@gmail.com
Phone(s)	(207) 512-6047
Fax	NA

I certify that, to the best of my knowledge, all information provided in this application form and accompanying materials is true and accurate.

Kara Wilbur December 23, 2024

Signature of Owner/Applicant Date

(If signed by Owner's agent, provide written documentation of authority to act on behalf of applicant.)

"I authorize appropriate staff within the Yarmouth Planning Department to enter the property that is the subject of this application, at reasonable hours, including buildings, structures or conveyances on the property, to collect facts pertaining to my application."

Kara Wilbur

Print or type name and title of signer

1. PROJECT DESCRIPTION

A. On a separate sheet describe the overall project objectives and proposed uses of property, including quantity and type of residential units (if any). Please see cover letter.

B. Project details

1. Assessor's Map number(s) 37 Lot number(s) 6

2. Existing zone(s) of the site
CD-4 Village Center
Shoreland Overlay District ____ Yes X No
Mobile Home Park Overlay ____ Yes X No

3. Total land area of site (all contiguous land in same ownership)
0.39 acres

4. Proposed number of lots. 1

C. Attach as Exhibit #1 a map such as the Maine Atlas and Gazetteer map (clean photocopies are acceptable). Indicate the location of your project on map.

D. Construction sequence, as applicable

1. Estimated time of start of project August 2025
Estimated time of completion of project February 2026

2. Is this to be a phased project? Yes___ No X

3. Attach as Exhibit #2, if applicable, a construction schedule outlining the anticipated sequence of construction (beginning and completion) for the major aspects of the proposed project, including roads, erosion control and drainage measures, structures, sewer and water lines, other utilities, paving, landscaping.

2. RIGHT, TITLE, OR INTEREST

A. Name and mailing address of record owner of the site
36 Cleaves Street, LLC
156 West Elm Street
Yarmouth, ME 04096
Phone (207) 512-6047 Fax NA

B. Attach as Exhibit #3 evidence of corporate or partnership status, if applicant is not an individual.

C. Attach as Exhibit #4 evidence of applicant's right, title, or interest in the site. A complete copy of the document must be provided; (financial information may be

redacted).

D. Attach as Exhibit #5 a copy of the current owner's existing deed for the site.

E. Attach as Exhibit #6 summary lists of all existing and all proposed easements or other burdens for this property. More detailed information may be required, depending on the particular circumstances of the site.

F. If a condominium, homeowners, or property owners association is or will be established, attach as Exhibit #7 the articles of incorporation, the Declaration of Covenants and Responsibilities, and the existing/proposed by-laws of the organization. If existing association, evidence of approval of proposed alteration by association.

G. Attach as Exhibit #8 a copy of the most recent approved and recorded subdivision plat, showing date of recording, book, and page.

3. FINANCIAL CAPACITY

A. Estimated cost of the project (including land purchase and development costs)
$6 million

B. Attach as Exhibit #9 evidence of your financial capacity to complete the proposed development. Submit one or more of the following (please check as appropriate):
Applicant requests that Financial Capacity be considered as a condition of approval.

_____ 1. A written statement from the applicant's bank or a certified public accountant who recently has audited the applicant's finances stating that the applicant has cash reserves in the amount of the estimated cost of the project and can devote those reserves to the project.

_____ 2. When the applicant will personally finance the development, provide evidence of availability of funds and evidence that the applicant can devote these funds to the project.

_____ 3. The most recent corporate annual report showing availability of sufficient funds to finance the development, together with a statement from the applicant that the funds are available and will be used for the proposed project.

_____ 4. A letter from a financial institution, governmental agency, or other funding agency which indicates a timely commitment to provide a specified amount of funds and the uses for which the funds may be utilized.

_____ 5. In cases where outside funding is required, but there can be no commitment of money until regulatory approvals are received, a formal letter of "intent to fund upon approval" from a funding institution.

4. TECHNICAL ABILITY

A. List all projects undertaken by the applicant within the last five years, beginning with the most recent project: Madison, Newcastle, Rumford, Yarmouth.

B. Have done no prior projects _____

C. Attach as Exhibit #9 a list of all consultants retained for this proposed project, such as engineers, architects, landscape architects, environmental consultants; and those firms or personnel who will be responsible for constructing, operating and maintaining the project.

5. SUBDIVISION ALTERATION DRAWINGS, MAPS:

A. Drawings
   a. paper no larger than 24" x 36", with all drawings in a set the same size
   b. bound and folded no larger than 9" x 12", with project name shown on front face of folded plan
   c. number and date drawings, with space for revision dates
   d. scale of the drawings shall be between 1"=20' and 1"=50'
   e. show the entire parcel in single ownership, plus off-site easements

B. Title block shall include:
   a. identification of plan as “Alteration of Approved Subdivision Plan”
   b. name and address of project
   c. name(s) and address (es) of site owner and of applicant
   d. name and address of plan designer(s)
   e. name/description of most recent subdivision subject to alteration, with book and page of recording in Cumberland County Registry of Deeds
   f. Signature Block for approval by Town of Yarmouth, Planning Board (7 signature lines) with date

C. Location map shall include:
   a. abutting property within one thousand feet of project boundaries
   b. outline of proposed project
   c. zoning district(s) of abutting properties
   d. at least one street intersection

D. North arrow and scale.

E. General plan notes shall include:
   a. zoning district and list of applicable dimensional regulations comparing the required and proposed
   b. net residential acreage calculation
   c. all requested waivers

F. Name, location, width of existing and proposed streets.

G. A Boundary Survey, Category 1, Condition 2, showing site boundaries, exact boundaries, dimensions and acreage of all lots, and a minimum of 3 granite monuments at outside corners of the parcel.

H. Setbacks as required by zoning ordinance; zone line if site is transected by a zone line or if zone line is within 30 feet of the boundaries of the site.

I. Existing and proposed contours at 2' intervals. Show l' contours and/or spot elevations if sufficient detail cannot be shown with 2' contours.

J. Location, dimensions, and total square-footage of existing and proposed buildings (existing buildings should be identified as such).

K. Names of abutting property owners and locations of buildings and curb cuts on abutting properties.

L. Locations and dimensions of parking areas, loading and unloading facilities, driveways, fire lanes, access points.

M. Location of all existing and proposed easements and rights-of-way, including identification of who has or will receive the easement.

N. Location, dimensions, materials of existing and proposed pedestrian access ways.

O. Location and size of existing and proposed utilities, both on-site and in adjoining public ways. Location of nearest existing hydrant. Include installation details for proposed utilities, if applicable.

P. Construction drawings showing plans, profiles, cross-sections, and details of appurtenances for sanitary sewer and storm drainage systems, if applicable.

Q. Location and description of existing natural features, such as wetlands, water courses, marshes, rock outcroppings, stands of trees. Natural features to be preserved must be identified on plan.

R. Grades, street profiles, typical cross-section, and specifications of proposed streets and sidewalks, if applicable. These must meet the standards of Ch. 601, Article IV.

S. A description of any right-of-way, street, sidewalk, open space, or other area the applicant proposes to designate as public.

T. Name, registration number, seal, and signature of all registered professionals (engineer, land surveyor, architect, landscape architect, etc.) who prepared the plan.

U. First floor finished floor elevation(s) for all proposed buildings.

V. If project is within the RP district, extent of floodway and floodway fringe.

W. If project is within Shoreland Overlay District, show required setbacks.

The following submissions are required unless waived by the Director of Planning & Development:

6. WATER (if Alteration involves development)

Attach as Exhibit #10 written confirmation from the Yarmouth Water District that it can supply the proposed development and that the proposed plan has been approved by the District. If the applicant proposes a private supply, provide evidence that a sufficient and healthful water supply is available for the proposed development.

7. TRAFFIC (if Alteration involves development)

Attach as Exhibit #11 a written evaluation and demonstration of the adequacy and availability of adjacent streets to serve the proposed project. If you must submit a full traffic study to DEP, provide two (2) copies with this application.

8. SANITARY SEWERS AND STORM DRAINS (if Alteration involves development)

A. Estimated sewage gallons per day for the completed project
2,160 gallons per day

B. Will this project generate industrial or non-sanitary waste that will enter the public sewer or drains? No X Yes ___
If yes, please describe proposed types and amounts

C. If a subsurface wastewater disposal system is proposed, provide evidence that it conforms to the requirements of the State Plumbing Code.

9. SURFACE DRAINAGE AND-RUNOFF, STORMWATER MANAGEMENT (if Alteration involves development)

A. Attach as Exhibit #12 a description of any problems of drainage or topography, or a representation that, in the opinion of the applicant, there are none.

B. Attach as Exhibit #13 a complete stormwater management plan, including drainage calculations for pre- and post-development for 2 yr. and 25 yr. storm events, a drainage plan, and an assessment of any pollutants in the stormwater runoff, that meets the requirements of Chapter 601, Design Standards.

10. EROSION AND SEDIMENTATION CONTROL (if Alteration involves development)

A. Attach as Exhibit #14 a written description of erosion and sedimentation control measures to be used during and after construction of the proposed project.

B. Show on a plan the proposed location, type, and detail of erosion control devices, unless this information is included on a subdivision drawing.

11. SOILS (if Alteration involves development)

A. Attach as Exhibit #15 a medium intensity soils classification report, including description of soils and interpretation of engineering properties. Include geotechnical report, if applicable.

Yarmouth Site Plan Review Criteria

1. Conformance with Comprehensive Plan: The proposed development is located and designed in such a way as to be in conformance with the Town's Comprehensive Plan.

The proposed project complies with the Comprehensive Plan, as well as local ordinances except as otherwise noted. See Exhibit #20 for waiver requests.

The project also meets the goals of the Climate Action Plan in both its citing and design. Located within Yarmouth village, these 18 units of housing will provide people access to the services and amenities of Yarmouth village and bus transit. Residents will be able to walk to schools, corner stores, and local businesses, taking vehicle trips off the regional road network. Bike racks will be provided to further encourage alternative forms of transportation and use of the Beth Condon Pathway, which connects to the site and provides a safe route along Route 1. Having a shared parking agreement with the town will help filter and secure potential tenants who are less vehicle dependent.

The project further addresses the climate plan by providing an all electric project. Apartments will have heat pumps, heat pump hot water heaters, and induction stoves. Rooftop solar panels will be installed to help reduce demand on the electrical grid. The project goes further by specifying solid, sustainable, durable, and repairable materials. This includes wood clapboard siding, hardwood floors, solid countertops, and other finishes that will stand the test of time. We are also proud to be the first in Maine to install TimberHP wood fiber insulation into our buildings, and will again use this product, which is manufactured in Madison and supports Maine's forest economy.

Four Electric Vehicle chargers are already provided in the Town Hall parking lot, and those will remain in place.

2. Traffic: The proposed development will not cause unreasonable highway or public road congestion or unsafe conditions with respect to use of the highways, public road or pedestrian walkways existing or proposed. The Planning Board may require mitigation when the proposed development is anticipated to result in a decline in service, below level of service "c", of nearby roadways of intersections. Levels of service are defined by the 1985 Highway Capacity manual published by the Highway Research Board.

The proposed project will not cause unreasonable highway or public road congestion. The proposal is adjacent to a well developed road network and is in an established village center, where traffic can be absorbed. A traffic study has been prepared, which confirms the intersection of Main and Cleaves will not be unduly impacted by additional trips generated by the project. See Exhibit #11.

3. Parking and Vehicle Circulation: The proposed plan provides for adequate parking and vehicle circulation. The amount of dedicated parking provided onsite or within a reasonable walking distance from the site meets the requirements of ARTICLE II.H of the Zoning Ordinance (Off Street Parking and Loading), the size of the parking spaces, vehicle aisle dimensions and access points are in conformance with the Technical Standards of Section J of this document.

The project will utilize the existing Yarmouth Town Hall driveway and parking lot. As a result of adding housing, the project will minimize the size of the back section of the current municipal parking lot. To achieve better efficiency and easier movement, the project proposes to re-orient the portion of the back lot that will remain paved. The access drive to the back section of the parking lot will be shifted to the west to reduce area of new pavement while maximizing the number of parking spaces. The width of the driveway to the back section of the parking lot will remain the same width and will meet the standards of the code. There will be no increase in paved parking area, outside of the addition of a pad for the dumpster. Parking space dimensions are 9x18 feet and meet the standards of the code.

The applicant will enter into a shared parking agreement with the Town. This agreement will pertain to the parking spaces in the municipal lot.

4. Sanitary Sewerage: The proposed development will not cause an unreasonable adverse effect to the Municipal sewerage treatment facilities and will not aggravate and existing unhealthy situation such as the bypassing of untreated sewerage into Casco Bay, the Royal River, or its tributaries. If a subsurface wastewater disposal system is to be used, the system conforms to the requirements of the State Plumbing Code.

The applicant understands that the current pump station that serves the project area has issues during times when the ground is wet. We understand tests are being conducted to determine the cause of the issues. Additionally, we understand that the project may need to bear additional costs to address the determined issues. We look forward to working with the Town on a solution to this issue.

5. Water: The proposed development will not cause the depletion of local water resources or be inconsistent with the service plan of the Yarmouth Water District.

The proposed project will not add unreasonable burden on the existing water supply by adding 18 1-bedroom units. See Exhibit #10 for an Ability to Serve letter provided by the Yarmouth Water District.

6. Fire Safety: The proposed development is located and designed in such a way as to provide adequate access and response time for emergency vehicles or mitigates inadequate access or response time by providing adequate fire safety features such as but not limited to fire lanes, smoke and fire alarms and sprinkler systems, as part of the proposed development.

The project is designed in such a way to provide adequate access and response time for emergency vehicles. The 8-unit and 10-unit buildings front an existing public right-of-way and provides access to emergency vehicles. The buildings are also equipped with sprinklers and hard-wired fire alarms. A fire hydrant is located across Cleaves Street from the proposed project and is within approximately 40 feet of the 10-unit building.

7. Buffering: The proposal provides for adequate on-site buffering in the vicinity of property boundaries, when required by this subsection. On-site buffering is required wherever commercial, industrial or mixed use developments are proposed adjacent to or across a street from residential districts or agricultural uses, where multi-family buildings

are to be located adjacent to single family uses or districts, and when required by ARTICLE IV.S.3 of the Yarmouth Zoning Ordinance (Mobile Home Park Performance Standards). Buffer areas shall consist of an area ranging from a minimum of five feet to a maximum of twenty- five feet in width, adjacent to the property boundary, in which no paving, parking or structures may be located. The Planning Board may allow a buffer area of less width when site conditions, such a natural features, vegetation, topography, or site improvements, such as additional landscaping, berming, fencing or low walls, make a lesser area adequate to achieve the purposes of this Section. Landscaping and screening, such as plantings, fences or hedges, are to be located in buffer areas to minimize the adverse impacts on neighboring properties from parking and vehicle circulation areas, outdoor storage areas, exterior lighting and buildings.

The project maintains more than a 5 foot distance from the adjacent property at 48 Cleaves Street. Vegetation will be maintained along this property line. Additional landscaping will be provided around the site to enhance the beauty of the neighborhood and create more colorful seasonal vegetation. The lighting plan for the property will meet standards and will be soft gentle light to maintain neighborhood lighting conditions.

8. Natural Areas: The proposal does not cause significant adverse impacts to natural resources or areas such as wetlands, significant geographic features, significant wildlife and marine habitats and natural fisheries. The proposal is consistent with the recommendations of the Maine Department of Inland Fisheries and Wildlife as found in the document titled "The Identification and Management of Significant Fish and Wildlife Resources in Southern Coastal Maine," February 1988.

The project is not located near any of the habitats identified in the document titled "The Identification and Management of Significant Fish and Wildlife Resources in Southern Coastal Maine," February 1988 and will not have adverse impacts on those natural resources.

The document titled "The Identification and Management of Significant Fish and Wildlife Resources in Southern Coastal Maine" February 1988 identified the following natural resources in Yarmouth:

The Royal River was rated as a high value fisheries habitat, Cousins River, Unnamed Brook 0460020000, and the East Branch of the Piscataqua River were rated as moderate value, and Pratts Brook, Unnamed Brook 0460010000, Unnamed Brook 0460040000, and Unnamed Brook 0450000000 were rated as low value, and Unnamed Brook 0460030000 had indeterminate value as fisheries habitat. There were no lakes or ponds observed in Yarmouth.

The Wetlands around the North Royal River were rated as high value wildlife habitat, while the wetlands around Pratts Brook had indeterminate wildlife habitat value.

This report also rated the Marine Wildlife Habitats of Broad Cove, Division Point, Sandy Point Ledges, Cousins Island (North), Lanes Island, Cousins River/Royal River, Cousins Island (South), Littlejohn Island, Cousins Island (Mainland), and Moshier Irland. The Nubbin was also identified as a Special Wildlife Feature as it is a Colonial Nesting Seabird Island.

The report also identified the Royal River and Cousins River as Shorebird Feeding and Roosting Areas, and Sandy Point Ledges and Crab Ledge as Seal Haul-Outs.

9. Lighting: The proposal shall provide exterior lighting sufficient for the safety and welfare of the general public while not creating an unsafe situation or nuisance to neighboring properties or motorists traveling nearby roadways.

The project will include maintaining/relocating existing light poles on the Town's property, as well as updating the light fixtures to be a modern, cut-off style fixture. This will properly illuminate the walkways and parking areas that will be adjacent to the project. Residential style lighting is proposed on porches and stoops to provide illumination of walkways within the project area. Proposed fixtures will be shielded to force light downward, to not cause an unsafe or nuisance situation.

10. Storm Water Management: The plan provides for adequate storm water management facilities so that the post development runoff rate will be no greater than the predevelopment rate or that there is no adverse downstream impact. Proposed storm water detention facilities shall provide for the control of two year and twenty-five year storm frequency rates. The design, construction and maintenance of private facilities are in conformance with Chapter 330 Post Construction Stormwater Management.

Haley Ward, Inc. has prepared a Stormwater Management Report and included stormwater management/treatment features on the plans within the Plan Set. The project includes the installation of LID treatment features along the sides of the proposed buildings and is maintaining the existing drainage pipe system within the parking lot. These measures match the peak rate of runoff leaving the site and introduces stormwater treatment to areas that were not previously treated, when compared to the existing conditions. Therefore the project has been designed to meet the Stormwater Management requirements within the Land Use Ordinance.

11. Erosion and Sedimentation Control: The proposed development includes adequate measures to control erosion and sedimentation and will not contribute to the degradation of nearby streams, watercourses or coastal lowlands by virtue of soil erosion or sedimentation. The erosion control measures are to be in conformance with Appendix D of Chapter 601 of the Town's Code.

An Erosion and Sedimentation Control Plan is included within the Plan Set. This is intended to control erosion during construction. Otherwise, the project is replacing a portion of an existing parking lot with new buildings, walkways and greenspace. The elevations within the project will mimic existing grades as much as possible and the existing storm drain system will be maintained. We expect no increase in impervious area and propose LID stormwater features along portions of the building footprints, therefore it is not expected that this project will cause unreasonable soil erosion or reduction in the land's capacity to hold water and is in conformance with Appendix D of Chapter 601 of the Town's Code.

12. Buildings: The bulk, location and height of proposed buildings or structures will not cause health or safety problems to existing uses in the neighborhood, including without limitation those resulting from any substantial reduction to light and air or any significant wind impact.

The proposed project matches the residential use and character of the neighborhood and will not cause health or safety problems. The scale of the buildings is similar to adjacent homes and

will not cause shadow impacts due to the distance of buildings from each other and the relatively low height of the buildings. No wind impacts are anticipated.

13. Existing Landscaping: The site plan minimizes to the extent feasible any disturbance or destruction of significant existing vegetation, including mature trees over four (4) inches in diameter and significant vegetation buffers.

Due to the project taking place over an existing parking area, the project will not disturb a large area of vegetation. It is expected that much of the existing tree and scrub-shrub vegetation along the southern perimeter of the site will be maintained. Any disturbed street trees will be replaced or replanted along the Beth Condon Pathway and no disturbance of existing landscaping related to the butterfly garden area is proposed.

14. Infrastructure: The proposed development is designed so as to be consistent with off premises infrastructure, such as but not limited to sanitary and storm sewers, waste water treatment facilities, roadways, sidewalks, trail systems and street lights, existing or planned by the Town.

The proposed project is not expected to have any significant, negative impacts to off-premises infrastructure. The applicant is looking forward to working with the Town to determine the best solution for connecting the project to the existing, public wastewater system. We understand the project will need to respond to findings related to the pump station and will need to make appropriate accommodations to address the project's share of system needs. Additionally, the Yarmouth Water District has indicated that the existing water main within Cleaves Street has the capacity to serve the proposed project. The application will continue to work with the Water and Wastewater Dept. staff to finalize connection to these systems as the project gets closer to applying for a building permit.

15. Advertising Features: The size, location, design, color, texture, material and lighting of all permanent signs and outdoor lighting fixtures are provided with a common design theme and will not detract from the design of proposed buildings or neighboring properties.

The project will include maintaining/relocating existing light poles on the Town's property, to properly illuminate the walkways and parking areas that will be adjacent to the project. This will include relocating existing lights to the other side of the pathway and upgrading any relocated light pole to include modern, cut-off fixtures. Residential style lighting is proposed on porches and stoops to provide illumination of walkways within the project area. Proposed fixtures will be shielded to force light downward, to not cause an unsafe or nuisance situation. Porch / stoop lights that will all be in the same design aesthetic - a classic porch pendant constructed of metal and glass and rated for outdoor use.

No signs are proposed as part of this project.

16. Design Relationship to Site and Surrounding Properties: The proposed development provides a reasonably unified response to the design constraints of the site and is sensitive to nearby developments by virtue of the location, size, design, and landscaping of buildings, driveways, parking areas, storm water management facilities, utilities storage areas and advertising features.

The proposed project has been carefully designed to fit into the existing residential neighborhood along Cleaves Street. The scale of the new 8-unit and 10-unit buildings are similar to the classic farmhouses across the street, with a narrow end that measures 32 feet in width. To minimize the building's visual impact, this narrow, gable end is facing Cleaves Street.

The project incorporates light imprint design to minimize stormwater impacts.

No advertising features are proposed as part of this project.

Landscaping will be added throughout the site to soften edges and provide a colorful array of native and perennial plantings.

17. Scenic Vistas and Areas: The proposed development will not result in the loss of scenic vistas or visual connection to scenic areas as identified in the Town's Comprehensive Plan.

The project is not near any of the scenic vistas identified in Figure 8.1 on page 2-122 and listed on pages 2-123 and 2-124 of Yarmouth's Comprehensive Plan 2024 Inventory Chapters.

18. Utilities: Utilities such as electric, telephone and cable TV services to proposed buildings are located underground except when extraordinary circumstances warrant overhead service. Propane or natural gas tanks are located in safe and accessible areas, which are properly screened.

The project is proposed to be serviced by underground power and communications services starting at an existing utility pole within the Cleaves Street Right of Way. The applicant is not proposing the use of propane or natural gas for this project.

19. Technical Standards: The proposed development meets the requirements of ARTICLE I.J (Technical Standards) of this Ordinance, except as waived by the Planning Board.

See technical standard responses below. Also see Exhibit 20, for waiver requests.

Yarmouth Technical Standards

1. Parking Spaces: All parking spaces are to be 9x18 feet.

Yes, all parking spaces meet these dimensional requirements.

2. Aisle Width: The width of all aisles providing direct access to individual parking stalls shall be in accordance with the requirements set forth below. Only

one-way traffic shall be permitted in aisles serving single-row parking spaces placed at an angle other than ninety degrees. [there's a table about parking angle and aisle width]

The proposed parking lot improvements, adjacent to the proposed project, are designed with a 25-foot wide access aisle between parking spaces.

3. Driveway Standards:

The project does not propose adding any additional driveways.

4. Exterior Lighting:

a. Style: The style of the light and light standard shall be consistent with the architectural style of the principal building.

The exterior lighting currently used by the Town of Yarmouth and the proposed porch / stoop lights match the proposed new buildings, in that both lighting and buildings have a traditional, classic timeless design.

b. Maximum Height: The maximum height of freestanding lights shall be the same as the principal building but not exceeding twenty-five (25) feet.

The project is not proposing any freestanding light poles, and will maintain / relocate existing freestanding light poles used by the Town of Yarmouth.

c. Lights at Property Boundaries: Where lights along property lines will be visible to adjacent residents, the lights shall be appropriately shielded.

All free standing lights will be relocated and new cut-off ight fixtures installed. The closest lights to neighboring, residential buildings will be porch pendant lights installed on the buildings themselves. These light fixtures will be shielded and are proposed to include soft, warm, yellow bulbs characteristic to residential homes.

d. Lighting of Parking Areas: The Planning Board shall determine the necessity for lighting depending upon the nature of the intended use. All parking areas to be lighted shall provide a minimum of three (3) foot-candles at intersections and a total average illumination of one and one-half (1-1/2) foot-candles throughout the parking areas as required. Such lighting shall be shielded in such a manner as not to create a hazard or nuisance to the adjoining properties or the traveling public.

The applicant proposes to maintain existing lighting for the parking areas and the Beth Condon Pathway. New cut-off lighting fixtures are proposed for the existing light poles that will remain on Town property. The lighting within the project area itself will be residential style lighting on the buildings.

e. Required Light Levels:

(1) Parking lots: an average of one and five-tenths (1.5) foot-candles throughout.

(2) Intersections: three (3) foot-candles.

(3) Maximum at property lines: One (1.0) foot-candle.

(4) In residential areas: average o f six-tenths (0.6) foot-candle.

We have included a photometrics plan that illustrates our proposed compliance with the above standards. The parking lot and Pathway lighting is proposed to maintain current light levels.

f. String Lights: Display lighting shall be shielded and shall be located and maintained as not to constitute a hazard or nuisance to the traveling public or to neighbors. String lights are allowed in rear yards, and are allowed in café seating patios or sidewalk café applications in predominantly horizontal plane configuration comprising repeated standard base hanging luminaires with design of such café lighting to be limited to soft character lighting with minimal glare and no use of colored lights, subject to approval by the Planning Board.

The project will provide residential-quality light by having porch lights with soft, warm, yellow bulbs. These lights will be shielded by the porch and stoop roofs, maintaining dark skies.

5. Buffers: Buffers are used in conjunction with dedicated spaces to minimize the visual impact of adverse characteristic such as, but not limited to, storage areas, parking spaces, driveways, and loading area of the site from neighboring properties. Buffers shall include up to fifty (50) feet of existing vegetation or the installation of fences, new landscape materials, berms and mounds to achieve filtered or impenetrable views from abutting properties.

The project intends to retain as much existing vegetation as possible along property lines, and will add additional landscaping as well. The project will maintain existing vegetation along the southern edge of the property and add additional vegetation in various areas to soften the aesthetics of the project and better screen parking.

6. Sanitary Sewage: All site plan applications, which propose to utilize the Municipal sewer system, shall include sufficient design details to ensure conformance of the proposal with CHAPTER 304 (Sewerage Ordinance) of the Municipal Code.

The applicant understands that the current pump station that serves the project area has issues during times when the ground is wet. We understand tests are being conducted to determine the cause of the issues. Additionally, we understand that the project may need to bear additional costs to address the determined issues. The applicant looks forward to working with the Town to finalize the design of the project's connection to the existing sewer piping system that is located at the rear of the site and within Cleaves Street.

7. Water System: All site plan applications, which propose to be served by the Yarmouth Water District or its designee, shall receive the approval for conformance with the technical standards of the district.

The proposed project will not add unreasonable burden on the existing water supply by adding 18 residential units. The Yarmouth Water District has indicated that they have the ability to serve this proposed project, based on the estimated demand of 60 Gallons Per Day (GPD) per unit or a total of 1,080 (GPD). The applicant looks forward to working with the Water District to finalize the design of the water system prior to applying for a building permit. See Exhibit #10 for an Ability to Serve letter provided by the Yarmouth Water District.

8. Fire Safety: All site plan applications shall meet the requirements of CHAPTER 317 (Sprinkler Ordinance) of the Yarmouth Municipal Code.

The 8-unit and 10-unit buildings will have sprinklers installed that meet the sprinkler ordinance.

9. Storm Water Management Facilities: Proposed storm water management facilities are to be reviewed by the Town Engineer or their designee for conformance with accepted engineering design and Chapter 601 Technical Appendix D Erosion and Sedimentation Control

Haley Ward, Inc. has prepared a Stormwater Management Report and included stormwater management/treatment features on the plans within the Plan Set. The project has been designed to meet the Stormwater Management requirements within the Land Use Ordinance.

An Erosion and Sedimentation Control Plan is included within the Plan Set. This is intended to control erosion during construction. Otherwise, the project is replacing a portion of an existing parking lot with new buildings, walkways and greenspace. The elevations within the project will mimic existing grades as much as possible and the existing storm drain system will be maintained. We expect no increase in impervious area and propose LID stormwater features along portions of the building footprints, therefore it is not expected that this project will cause unreasonable soil erosion or reduction in the land's capacity to hold water.

10. 100-999 cubic yards. Excavation and removal of lands and filling of lands in excess of 100 cubic yards and less than 1000 cubic yards shall be reviewed in accordance with the following criteria:

a. Filling, grading, lagooning, dredging, earth- moving activities, and other site alterations shall be conducted as to prevent to the maximum extent possible, soil erosion and sedimentation of surface waters. The Erosion and Sedimentation Control portion of the Stormwater Facilities Standard in ARTICLE I.J.9 shall apply even if only filling is conducted.

Please refer to the Plan Set and Stormwater Management Report for information pertaining to this project's minimization of negative impacts to downstream areas.

b. This Section shall not prohibit normal excavation for construction of a building for which a building permit has been issued or construction normally related to road projects.

No Response Required.

11. More than 1000 cubic yards. Excavation and removal of lands and filling of lands equaling 1000 cubic yards or more shall be reviewed in accordance with the following criteria:

a. Specific plans are established to avoid hazards from excessive slopes or standing water. Where an embankment must be left upon the completion of operations, it shall not be at a slope steeper than one (1) foot vertical to two (2) feet horizontal.

b. The operation is shielded from surrounding property with adequate screening and creates no disturbance of a water source.

c. No excavation shall be extended below the grade of adjacent streets unless 100 feet from the street line or unless provision has been made for reconstruction of the street at a different level.

d. Sufficient top soil or loam shall be retained to cover all areas, so that they may be seeded and restored to natural conditions.

e. A surety bond, one payable to the Town of Yarmouth and issued by a commercial surety company authorized to do business within the State of Maine, is posted by the owner with the Treasurer of Yarmouth by the applicant in an amount recommended by the Town Manager or his/her agent and approved by the Planning board as sufficient to guarantee conformity with the provisions of the grant of approval.

f. The erosion and Sedimentation Control portion of the Stormwater Facilities Standard in ARTICLE I.J.9 shall apply even if only filling is conducted.

Not applicable.

12. Any Site Plan review shall include the following criteria to insure the protection of public health, safety and general welfare:

a) Fencing, landscaped buffer strips;

Plantings will be added to ensure a visual separation along the southern and eastern property lines.

b) Advertising signs, lighting;

Lighting will be installed on porches and stoops, ensuring dark skies. The project will include maintaining/relocating existing light poles on the Town's property, to properly illuminate the walkways and parking areas that will be adjacent to the project.

Residential style pendant lighting is proposed to be mounted to porches and stoops to provide illumination of walkways within the project parcel. Proposed fixtures will be shielded to force light downward, to not cause an unsafe or nuisance situation.

The project does not contemplate any signage.

c) Parking spaces, loading and unloading areas;

The project will have access to parking spaces in the adjacent municipal parking lot through a shared parking agreement with the Town of Yarmouth. The project is residential and does not propose loading and unloading areas.

d) Entrances and exits;

The project will utilize existing entrances and exits from the existing municipal parking lot.

e) Time period for operation;

The parking lot is public and will be open at all times.

f) Hours of operation;

The parking lot is public and will be open at all times.

g) Methods of operation;

N/A - Residential Use Only

h) Weight and loading limit of trucks;

This project is limited to residential use and is not expected to need to be supported by large trucks. No new roads or driveways are proposed as part of this project.

i) Potential sand and gravel spillage upon public streets;

There is no potential for gravel spillage upon public streets after construction is complete. Construction contractors will be responsible to follow Town requirements regarding erosion control and clean construction practices.

j) Rehabilitation proposals

Not applicable.

k) Street trees of 2 ½ (two and one half) to 3 (three) inch caliper every 50' of street frontage,

Chapter 703 specifies street trees shall be placed 30' on center. Street trees have been provided along the frontage of Cleaves Street to satisfy this standard.

l) Sidewalks on at least one side of the street

The project will add a sidewalk along the frontage of Cleaves Street.

m) Bike racks

The project provides for exterior bike racks toward the back of the buildings.

13. Accessory Dwelling Unit: any request shall include a plot/site plan showing the following:

N/A

r. Off-street parking spaces

The project will enter into a shared parking agreement with the Town for shared spaces within the municipal parking lot. It is anticipated that all spaces will be shared, and no assigned spaces are anticipated.

20. Route One Corridor Design Guidelines: Notwithstanding the technical standards of this ordinance and the requirements of Article II, General provisions of the Zoning Ordinance, development and redevelopment within the "C", Commercial and "C-III", Commercial II districts shall be consistent with the Route One Corridor Design Guidelines, as approved August 19, 1999.

Not Applicable. Chapter 703 supersedes all Route One Corridor Design Guidelines.

21. The applicant has sufficient right, title or interest in the site of the proposed use to be able to carry out the proposed use.

Yes, the applicant has sufficient right, title, and interest in the site. See Exhibit 4 for Purchase and Sale agreement.

22. The applicant has the technical and financial ability to meet the standards of this Section and to comply with any conditions imposed by the Board pursuant to ARTICLE I.I (Conditional Approvals Below).

The developer has adequate financial and technical capacity to build the project, pending approval of the project from the Maine State Housing Authority. Two members of the applicant team have been developers and/or consultants on similar projects in Madison, Newcastle, and Rumford, and the third member of the development team is an active developer and contractor in Yarmouth. Our development team was selected from a bidding process and financial capability was part of that process.

Yarmouth Subdivision Review Standards

1. Pollution: The proposed subdivision will not result in undue water or air pollution. In making this determination, it shall at least consider:

a. The elevation of the land above sea level and its relation to the flood plains;

b. The nature of soils and subsoils and their ability to adequately support waste disposal;

c. The slope of the land and its effect on effluents;

d. The availability of streams for disposal of effluents; and

e. The applicable state and local health and water resource rules and regulations;

The project will not result in undue water or air pollution. These residential units, which will be connected to Town Sewer, will not add additional surface water contaminants and utilities will be electricity based, emitting zero pollution.

2. Sufficient water: The proposed subdivision has sufficient water available for the reasonably foreseeable needs of the subdivision;

The proposed project will be supplied by Town water. The project is roughly 1 mile from the Town fire station and is approximately 40 feet from the nearest, existing fire hydrant on Cleaves Street.

3. Municipal water supply: The proposed subdivision will not cause an unreasonable burden on an existing water supply and the project can be served as planned, if one is to be used;

The proposed project will not add unreasonable burden on the existing water supply by adding 18 1-bedroom units. See Exhibit #10 for an Ability to Serve letter provided by the Yarmouth Water District.

4. Erosion: The proposed subdivision will not cause unreasonable soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy condition results;

An Erosion and Sedimentation Control Plan is included within the Plan Set. This is intended to control erosion during construction. Otherwise, the project is replacing a portion of an existing parking lot with new buildings, walkways and greenspace. The elevations within the project will mimic existing grades as much as possible and the existing stormdrain system will be maintained. We expect no increase in impervious area and propose LID stormwater features along portions of the building footprints, therefore it is not expected that this project will cause unreasonable soil erosion or reduction in the land's capacity to hold water.

5. Traffic: The proposed subdivision will not cause unreasonable highway or public road congestion or unsafe conditions with respect to the use of the highways or public roads existing or proposed and shall adhere to the street connectivity requirements of Article I.E.7, Street Access to Adjoining Property, herein. If the proposed subdivision requires

driveways or entrances onto a state or state aid highway located outside the urban compact area of an urban compact municipality as defined by MSRA Title 23, section 754, the Department of Transportation has provided documentation indicating that the driveways or entrances conform to Title 23, section 704 and any rules adopted under that section;

The proposed project will not cause unreasonable highway or public road congestion. The proposal is adjacent to a well developed road network and is in an established village center, where traffic can be absorbed. A traffic study has been prepared, which confirms the intersection of Main and Cleaves will not be unduly impacted by additional trips generated by the project. See Exhibit 11.

6. Sewage disposal:

The proposed subdivision will provide for adequate sewage waste disposal and will not cause an unreasonable burden on municipal services if they are utilized;

The applicant understands that the current pump station that serves the project area has issues during times when the ground is wet. We understand tests are being conducted to determine the cause of the issues. Additionally, we understand that the project may need to bear additional costs to address the determined issues. We look forward to working with the Town on a solution to this issue.

7. Municipal solid waste disposal: The proposed subdivision will not cause an unreasonable burden on the municipality's ability to dispose of solid waste, if municipal services are to be utilized;

An enclosed, fenced dumpster pad is proposed at the southern end of the updated parking lot area. The developer will contract with a private trash removal company for service on a regularly scheduled, continuous basis.

8. Aesthetic, cultural and natural values: The proposed subdivision will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, significant wildlife habitat identified by the Department of Inland Fisheries and Wildlife or the municipality, or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline; The Board may require that a proposed subdivision design include a landscape plan that will show the preservation of existing trees (10" in diameter or more), the replacement of trees and vegetation, graded contours, streams and the preservation of scenic, historic or environmentally desirable areas. The street and lot layout shall be adapted to the topography. Extensive grading and filling shall be avoided as far as reasonably Practicable.

The proposal will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites or rare and irreplaceable natural areas, or any public rights for physical or visual access to the shoreline. The proposal will add to the beauty of the area by using aesthetically pleasing designs, colors, and geographically fitting rooflines that meet the intent of the code.

9. Conformity with local ordinances and plans: The proposed subdivision conforms with a duly adopted subdivision regulation or ordinance, comprehensive plan, development

plan or land use plan, if any. In making this determination, the municipal reviewing authority may interpret these ordinances and plans, and shall be designed so as to be consistent with master plans and facilities plans and with off premises infrastructure, including but not limited to sewer and stormwater, streets, trails, pedestrian and bicycle network, environmental management or other public facilities.

The proposed project complies with all ordinances and plans, except as otherwise noted. See Exhibit #20 for waiver requests.

The project meets the goals of the Climate Action Plan in both its citing and design. Located within Yarmouth village, these 18 units of housing will provide people access to the services and amenities of Yarmouth village and bus transit. Residents will be able to walk to schools, corner stores, and local businesses, taking vehicle trips off the regional road network. Bike racks will be provided to further encourage alternative forms of transportation and use of the Beth Condon Pathway, which connects to the site and provides a safe route along Route 1. Having a shared parking agreement with the town will help filter and secure potential tenants who are less vehicle dependent.

The project further addresses the climate plan by providing an all electric project. Apartments will have heat pumps, heat pump hot water heaters, and induction stoves. Rooftop solar panels will be installed to help reduce demand on the electrical grid. The project goes further by specifying solid, sustainable, durable, and repairable materials. This includes wood clapboard siding, hardwood floors, solid countertops, and other finishes that will stand the test of time. We are also proud to be the first in Maine to install TimberHP wood fiber insulation into our buildings, and will again use this product, which is manufactured in Madison and supports Maine's forest economy.

10. Financial and technical capacity: The subdivider has adequate financial and technical capacity to meet the standards of this section;

The developer has adequate financial and technical capacity to build the project, pending approval of the project from the Maine State Housing Authority. Two members of the applicant team have been developers and/or consultants on similar projects in Madison, Newcastle, and Rumford, and the third member of the development team is an active developer and contractor in Yarmouth. Our development team was selected from a bidding process and team capability and capacity was part of the review criteria.

11. Surface Waters: Whenever situated entirely or partially within the watershed of any pond or lake or within 250 feet of any wetland, great pond, or river as defined in Title 38, chapter 3, subchapter I, article 2-B, the proposed subdivision will not adversely affect the quality of that body of water or unreasonably affect the shoreline of that body of water;

Not Applicable. The proposed project is not within the Shoreland Zone.

12. Ground water: The proposed subdivision will not, alone or in conjunction with existing activities, adversely affect the quality or quantity of ground water;

The project is proposing to replace existing pavement (impervious area) with new buildings, walkways, and greenspace. The depth of disturbance is not expected to be more impactful to

the area than the construction of the surrounding, existing buildings. Additionally, the project will be served by public water and wastewater systems. Therefore it is not expected that the project will adversely affect the quality or quantity of groundwater.

13. Flood areas: Based on the Federal Emergency Management Agency's Flood Boundary and Floodway Maps and Flood Insurance Rate Maps, and information presented by the applicant whether the subdivision is in a floodprone area. If the subdivision, or any part of it, is in such an area, the subdivider shall determine the 100-year flood elevation and flood hazard boundaries within the subdivision. The proposed subdivision plan must include a condition of plan approval requiring that principal structures in the subdivision will be constructed with their lowest floor, including the basement, at least one foot above the 100-year flood elevation; The Planning Board shall, when receiving and reviewing subdivisions assure that:

a. All such proposals are consistent with the need to minimize flood damage; and

b. All public utilities and facilities, such as sewer, gas, electrical and water systems are located, elevated and constructed to minimize or eliminate flood damage; and

c. Adequate drainage is provided so as to reduce exposure to flood hazards; and

d. In the case of subdivisions or other developments greater than 50 lots or 5 acres (whichever is the lesser), that all proposals include base flood elevation data.

Not applicable. The proposal is outside of the floodplain.

14. Freshwater wetlands: All freshwater wetlands within the proposed subdivision have been identified on any maps submitted as part of the application, regardless of the size of these wetlands. Any mapping of freshwater wetlands may be done with the help of the local soil and water conservation district;

A wetland delineation was conducted on December 5, 2024 by Haley Ward, Inc. The limits of the on-site wetlands, within the project area, are shown on plans with the Plan Set. No disturbance of the wetland area is proposed at this time.

15. Farmland: All farmland within the proposed subdivision has been identified on maps submitted as part of the application. Any mapping of farmland may be done with the help of the local soil and water conservation district;

Not applicable. The proposed subdivision is located on a property that is owned by the town and is not active farmland.

16. River, stream or brook: Any river, stream or brook within or abutting the proposed subdivision has been identified on any maps submitted as part of the application. For purposes of this section, "river, stream or brook" has the same meaning as in Title 38, section 480-B, subsection 9;

Not applicable. There are no rivers, streams, or brooks located within the proposed project area. See item #17 regarding management of water. There is a collection ditch along the eastern lot line of the Town Hall property. Since this ditch is located off-site, our stormwater management plan indicates that we are meeting or exceeding the current stormwater quantity

and quality standards, and we are not proposing any new development within 75 feet of the ditch, we did not identify if any portion of this ditch technically meets the definition of the stream.

17. Storm water: The proposed subdivision will provide for adequate storm water management;

Haley Ward, Inc. has prepared a Stormwater Management Report and included stormwater management/treatment features on the plans within the Plan Set. The project has been designed to meet the Stormwater Management requirements within the Land Use Ordinance.

18. Spaghetti-lots prohibited: If any lots in the proposed subdivision have shore frontage on a river, stream, brook, great pond or coastal wetland as these features are defined in Title 38, section 480-B, none of the lots created within the subdivision have a lot depth to shore frontage ratio greater than 5 to 1;

Not Applicable.

19. Lake phosphorus concentration: The long-term cumulative effects of the proposed subdivision will not unreasonably increase the phosphorus concentration in a Great Pond, (as defined in MRSA Title 38 Section 480-B), during the construction phase and life of the proposed subdivision, or in the absence of a Great Pond, otherwise cause phosphorous concentration in fresh water bodies.

Not Applicable, this project is not located within the watershed of a Great Pond or Lake.

20. Impact on adjoining municipality: For any proposed subdivision that crosses municipal boundaries, the proposed subdivision will not cause unreasonable traffic congestion or unsafe conditions with respect to the use of existing public ways in an adjoining municipality in which part of the subdivision is located; See also Joint Meeting provision, Article 1(E)(9) below.

Not Applicable. The proposed subdivision does not cross municipal boundaries.

21. Lands subject to liquidation harvesting: Timber on the parcel being subdivided has not been harvested in violation of rules adopted pursuant to Title 12, section 8869, subsection 14. If a violation of rules adopted by the Maine Forest Service to substantially eliminate liquidation harvesting has occurred, the municipal reviewing authority must determine prior to granting approval for the subdivision that 5 years have elapsed from the date the landowner under whose ownership the harvest occurred acquired the parcel. A municipal reviewing authority may request technical assistance from the Department of Agriculture, Conservation and Forestry, Bureau of Forestry to determine whether a rule violation has occurred, or the municipal reviewing authority may accept a determination certified by a forester licensed pursuant to Title 32, chapter 76. If a municipal reviewing authority requests technical assistance from the bureau, the bureau shall respond within 5 working days regarding its ability to provide assistance. If the bureau agrees to provide assistance, it shall make a finding and determination as to whether a rule violation has occurred. The bureau shall provide a written copy of its finding and determination to the

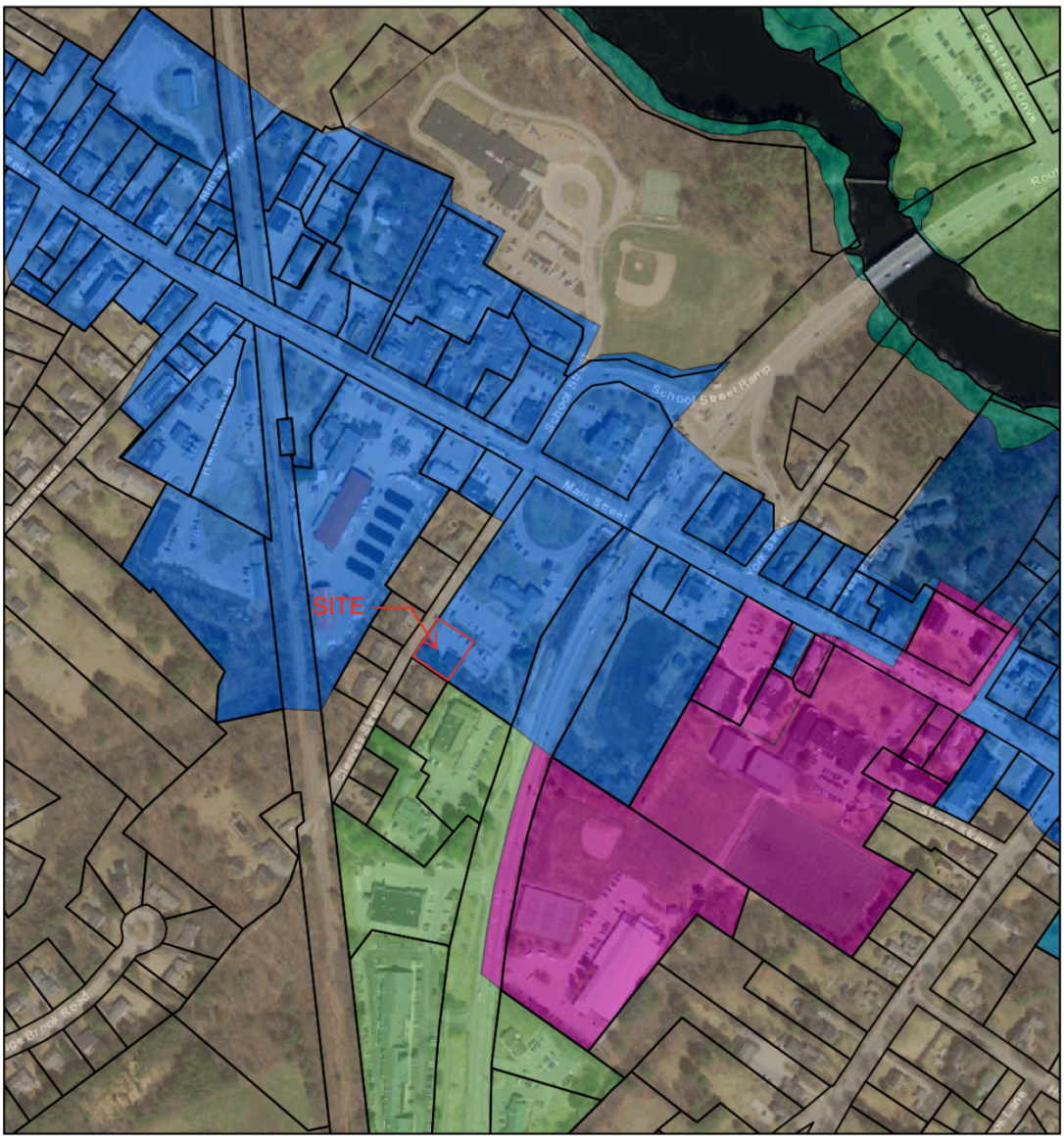
municipal reviewing authority within 30 days of receipt of the municipal reviewing authority's request. If the bureau notifies a municipal reviewing authority that the bureau will not provide assistance, the municipal reviewing authority may require a subdivision applicant to provide a determination certified by a licensed forester.

For the purposes of this subsection, "liquidation harvesting" has the same meaning as in Title 12, section 8868, subsection 6 and "parcel" means a contiguous area within one municipality, township or plantation owned by one person or a group of persons in common or joint ownership. This subsection takes effect on the effective date of rules adopted pursuant to Title 12, section 8869, subsection 14.

Not applicable.

Exhibit 1 Maine atlas or gazetteer location map

LOCATION MAP



12/20/2024, 12:31:25 PM

1:6,000

0 200 400 800 ft

0 60 120 240 m

Parcels

Zoning

Route 1 Corridor

Village Center

Village 2

Village 3

Medium Density Residential

NYA Campus Special District

Resource Protection

Maxar, Town of Yarmouth

PJM
Town of Yarmouth

Exhibit 2

Construction schedule outlining anticipated sequence of construction.

April 2025

- Hear back from MaineHousing on Rural Rental Application. If selected, begin the closing process.

August 2025

- Complete closing process with MaineHousing.
- Place order with KBS for the 4 modular buildings.
- Begin site work, including setting up erosion control, trenching work for sewer and water lines, low voltage, and power.

September 2025

- Pour foundations and do prelim site grading.
- Complete site work.

October 2025

- Buildings arrive on-site. Coordinate schedule with Town of Yarmouth.
- Set buildings and make them watertight. Duration of set time is 2 weeks.

November 2025

- Complete roofing.
- Initiate interior work including plumbing, electrical connections, sprinklers, low voltage, and installation of heat pumps.
- Install siding and apply solid white stain.

December 2025

- Install solar panels.
- Complete all plumbing, electrical, heat pumps, and all other work inside of walls.
- Patch and paint holes.

January 2025

- Do finish work, including finishing floors, installing base boards, installing light fixtures.
- Work through punch list.

February 2025

- Complete interior work. Full cleaning.
- Obtain certificate of occupancy.

Spring 2026

- Do final paving and landscaping.

Exhibit 3

Evidence of partnership status

See attached.

Exhibit 4

Purchase and Sale

See attachment.

Exhibit #5

A copy of the current owner's existing deed for the site.

The Town currently owns the property.

Exhibit #6

Summary lists of all existing and all proposed easements or other burdens for this property. More detailed information may be required, depending on the particular circumstances of the site.

A proposed easement to be offered to the Town of Yarmouth is located along the existing sewer pipe that runs along the southern property line of the project parcel. The easement is proposed to allow maintenance of the sewer pipe and access.

Exhibit #7

If a condominium, homeowners, or property owners association is or will be established, attach as the articles of incorporation, the Declaration of Covenants and Responsibilities, and the existing/proposed by-laws of the organization.If existing association, evidence of approval of proposed alteration by association.

Not applicable.

Exhibit #8

A copy of the most recent approved and recorded subdivision plat, showing date of recording, book, and page.

Not applicable. The Town property is not part of a recent subdivision.

Exhibit #9

Evidence of your financial capacity to complete the proposed development.

The applicant requests that Exhibit #9 be considered as a condition of approval while we await a response from the Maine State Housing Authority (MaineHousing) on potential financing of the project. The MaineHousing funding would cover 100% of the project costs of approximately

$6.4 million. The team has successfully demonstrated financial capacity to MaineHousing for similar projects with a comparable budget and number of units.

Exhibit #9-1

A list of all consultants retained for this proposed project, such as engineers, architects, landscape architects, environmental consultants; and those firms or personnel who will be responsible for constructing, operating and maintaining the project.

Planning, Engineering, Survey
Haley Ward, Inc.

Architecture
Woodhull

Modular Builder
KBS

Modular Dealer
Dooryard

General Contracting + Property Management
Tri-Stone Industries
Brad Moll

Foundation Design
Foley Buhl Roberts & Associates, Inc.

Solar
Revision Energy

Sprinklers
High-Tech Fire Protection

Community Partner
Yarmouth Housing Collaborative

Exhibit #10

Attach as written confirmation from the Yarmouth Water District that it can supply the proposed development and that the proposed plan has been approved by the District. If

the applicant proposes a private supply, provide evidence that a sufficient and healthful water supply is available for the proposed development.

Communications from the Yarmouth Water District are attached.

Exhibit #11

A written evaluation and demonstration of the adequacy and availability of adjacent streets to serve the proposed project.

See PDF of traffic study dated December 11, 2024 and prepared by Sewall.

Exhibit #12

A description of any problems of drainage or topography, or a representation that, in the opinion of the applicant, there are none.

The topography within the project will mimic existing grades as much as possible and the existing storm drain system will be maintained. We expect no increase in impervious area and propose LID stormwater features along portions of the building footprints, therefore it is not expected that there will be any drainage issues associated with this project.

Exhibit #13

A complete stormwater management plan, including drainage calculations for pre-and post-development for 2 yr. and 25 yr. storm events, a drainage plan, and an assessment of any pollutants in the stormwater runoff, that meets the requirements of Chapter 601, Design Standards.

See attached Stormwater Management Report and associated plans.

Exhibit #14

A written description of erosion and sedimentation control measures to be used during and after construction of the proposed project.

An Erosion and Sedimentation Control Plan is included within the Plan Set. This is intended to control erosion during construction. Otherwise, the project is replacing a portion of an existing parking lot with new buildings, walkways, and greenspace. The elevations within the project will mimic existing grades as much as possible and the existing storm drain system will be maintained. We expect no increase in impervious area and propose LID stormwater features along portions of the building footprints, therefore it is not expected that this project will cause unreasonable soil erosion or reduction in the land's capacity to hold water.

Exhibit #15

A medium intensity soils classification report, including description of soils and interpretation of engineering properties. Include geotechnical report, if applicable.

The applicant is requesting a waiver of the high intensity soils classification report. A medium intensity soils classification map and legend are attached for review. The onsite soils are generally classified as silt-loam, which appears to be consistent with the soils in the surrounding area where other structures have been successfully constructed and maintained for years. A geotechnical study will be conducted to support the design of the buildings and their foundations and will be submitted as part of the building permit process.

Exhibit #16

An explanation of the proposed method of collection, removal, and disposal for anticipated solid waste from this project.

The project proposes to add an enclosed, fenced dumpster pad at the southern end of the updated parking lot area. The developer will contract with a private trash removal company for service on a regularly scheduled, continuous basis.

Exhibit #17

A list of approvals needed from other agencies, such as the General Board of Appeals, Army Corps of Engineers, and Maine Department of Environmental Protection.

There are no other approvals required, aside from a State Fire Marshal permit for the sprinkler system in the 8-unit and 10-unit buildings, which will be obtained prior to closing on financing and securing a building permit.

Exhibit #18

A written statement that explains how the project complies with the site plan review criteria and with specific performance standards required in the zoning district, if applicable.

See attached PDF for how the proposed buildings conform with architectural standards. See below for project compliance with district standards.

Table 5.F.2A Standards - CD4, Village Center

Category	Standard	Proposed
Front Setback	0 ft min, 16 ft max	14.6 ft, meets the standard.
Side Setback	0 ft min	10 min.
Rear Setback	3 ft min	42 max.
Yard Type	Edgeyard permitted	Meets the standard.
Principle Use	Residential permitted	Meets the standard.
Lot Width	18 ft min, 120 ft max	133 ft, Waiver Requested
Lot Coverage	85% max	45%
Frontage Buildout	40% min, 100% max	46%
Building Height	3 stories, 35 ft max	Buildings are 2.5 stories and 34 ft in height. Meets the standard.
First Story Height	10 ft min, 25 ft max	Meets the standard.
Upper Story Height	10 ft min, 15 ft max	Meets the standard.
Facade Glazing	20% min - 70% max	Meets the standard.
Roof Type	Gable roof permitted	Meets the standard.
Roof Pitch	8:12 - 14:12	Roof pitch is 7:12. Waiver requested.
Parking - Location	Parking is located off-site.	Meets the standard.
Parking - Required Spaces	Parking spaces are a part of a shared parking agreement with the Town.	Meets the standard.
Building Types	Apartments permitted	Meets the standard.

Exhibit #19

A summary list and a written offer of cession to the Town of all proposed streets, utilities and open space proposed for dedication.

N/A

Exhibit #20

All requests for waivers including an explanation of the undue hardship or special design requirements, which are the basis for the requests.

The proposal is in conformance with all Town of Yarmouth ordinances, Comprehensive Plan, development plans or land use plans. Any exceptions are included as waiver requests, listed below:

The following waivers are requested:

Roof pitch: Table 5.F.2A
Standard: Roof pitch can be 8:12 - 14:12,
Request: 7:12
Rationale: The 7:12 roof pitch is based on local precedent for buildings with a similar width to those proposed. On a 30 foot wide building, a typical 8:12 pitch creates a very large "forehead", which makes the building appear larger and more top heavy. Page 44 of the *Town of Yarmouth Character-Based Development Code* and page 15 of the *Yarmouth Maine Mixed Use Test Fits* prepared by Utile show photographs of similar eave-front buildings with roof pitches less than 8:12. The slightly more relaxed 7:12 pitch also allows for the building to meet the height requirements while enabling taller floor to ceiling heights with the units. This waiver request falls within the allowed 35% deviation.

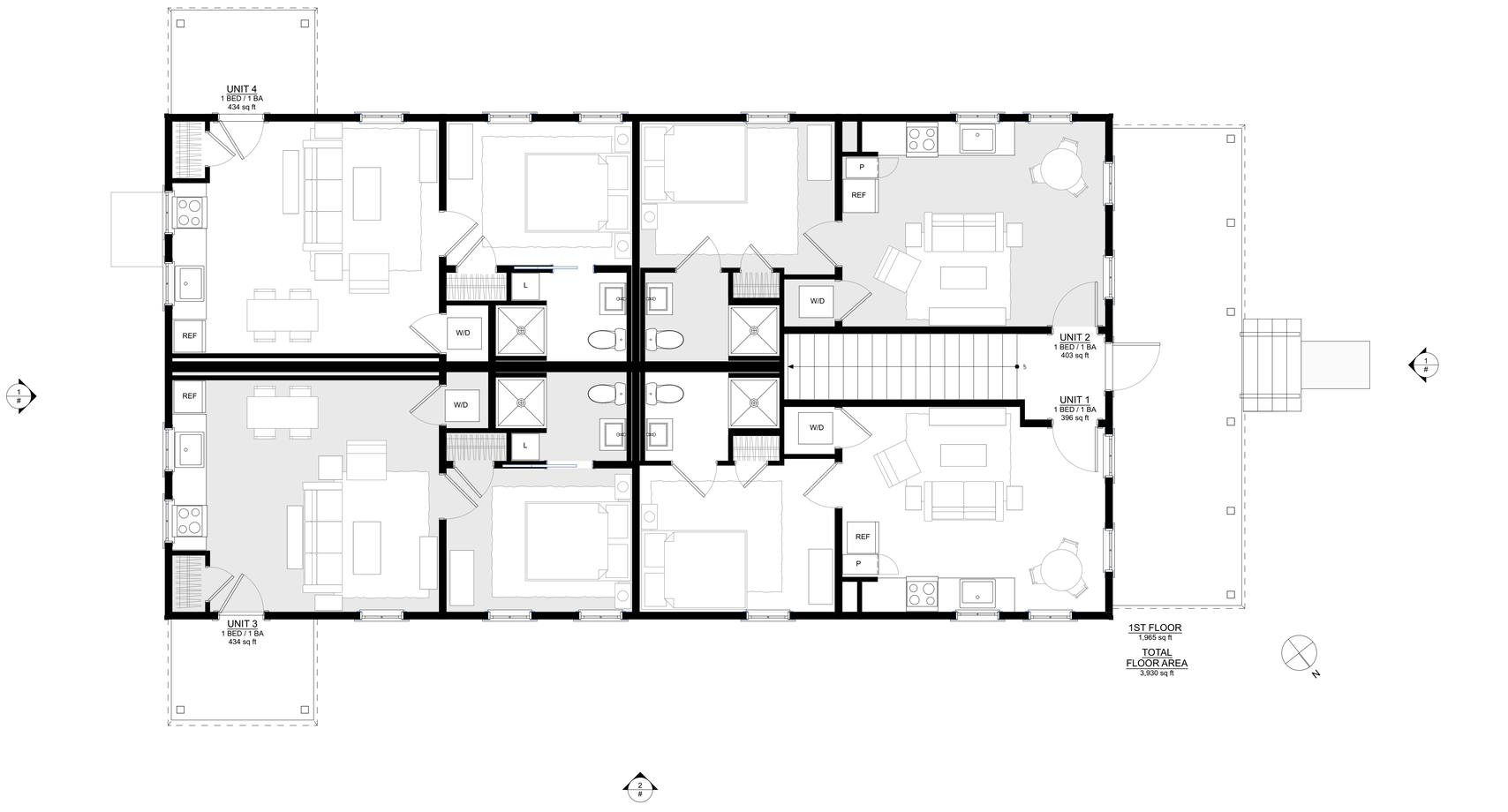
Lot Width: Table 5.F.2A
Standard: Maximum lot width allowed is 120 feet
Request: Proposed parcel is 132 ft in width.
Rationale: The proposed lot was created as a result of working within the existing property lines and features, including the edge of pavement and the Beth Condon Pathway. The southern portion of the lot is unbuildable due to a sewer line and easement area that the town will retain. The plan meets the intent of the code by adding buildings to the Cleaves Street frontage in a pattern and at a scale that blends with the existing neighborhood. The proposed deviation in lot width is within the 35% allowed threshold.

Soil Study: Application forms
Standard: High Intensity Soil Study
Request: The project has included a medium intensity soils map and requests a waiver of the application requirement for the high intensity study, with a condition of approval that a geotechnical study would be submitted alongside the Building Permit.
Rationale: Because we have not yet secured financing for the project, we are proposing to complete the soil study at a later time. We will need to dig holes to verify soil conditions in order to engineer building foundations. This work will be completed prior to construction. A geotechnical report and building foundation design will be submitted for the Building Permit.

Exhibit #21

A written explanation of all potential nuisances associated with this project and how they will be mitigated, or a representation that, in the opinion of the applicant, there are none.

The proposed project creates residential homes on a street with other residential homes in a village setting. There are no anticipated nuisances associated with this proposed project.



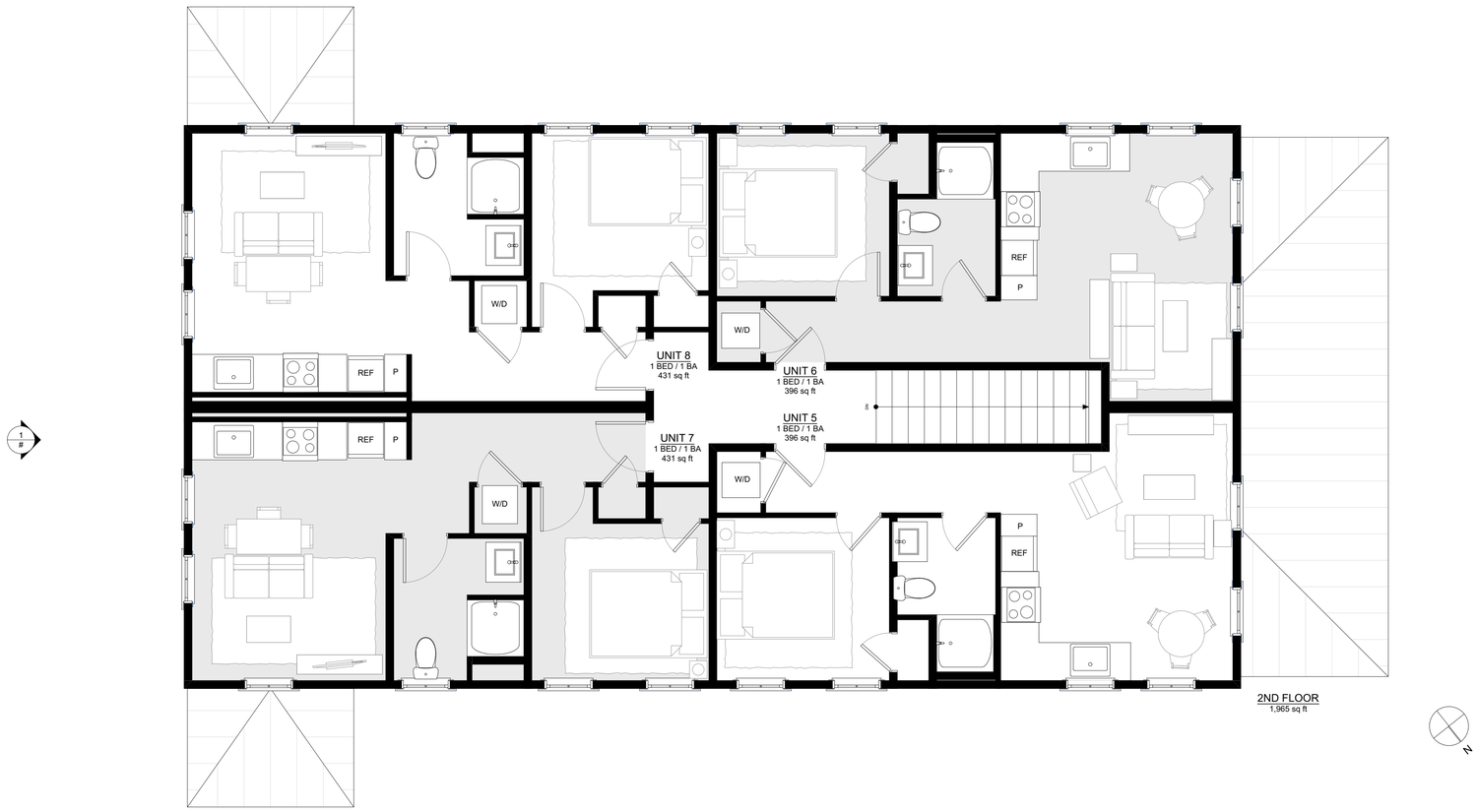
1 8-UNIT FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

0 2' 4' 8'

WOODHULL

8-UNIT FIRST FLOOR PLAN

MARKETING PLANS



1 8-UNIT SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

0 2' 4' 8'

WOODHULL

8-UNIT SECOND FLOOR PLAN

MARKETING PLANS

1 1 ELEVATION (FRONT)
SCALE: 1/4" = 1'-0"

0 2' 4' 8'

2 2 ELEVATION
SCALE: 1/4" = 1'-0"

0 2' 4' 8'

WOODHULL

8-UNIT ELEVATIONS 01

MARKETING PLANS

1 3 ELEVATION
SCALE: 1/4" = 1'-0"

0 2' 4' 8'

2 4 ELEVATION
SCALE: 1/4" = 1'-0"

0 2' 4' 8'

WOODHULL

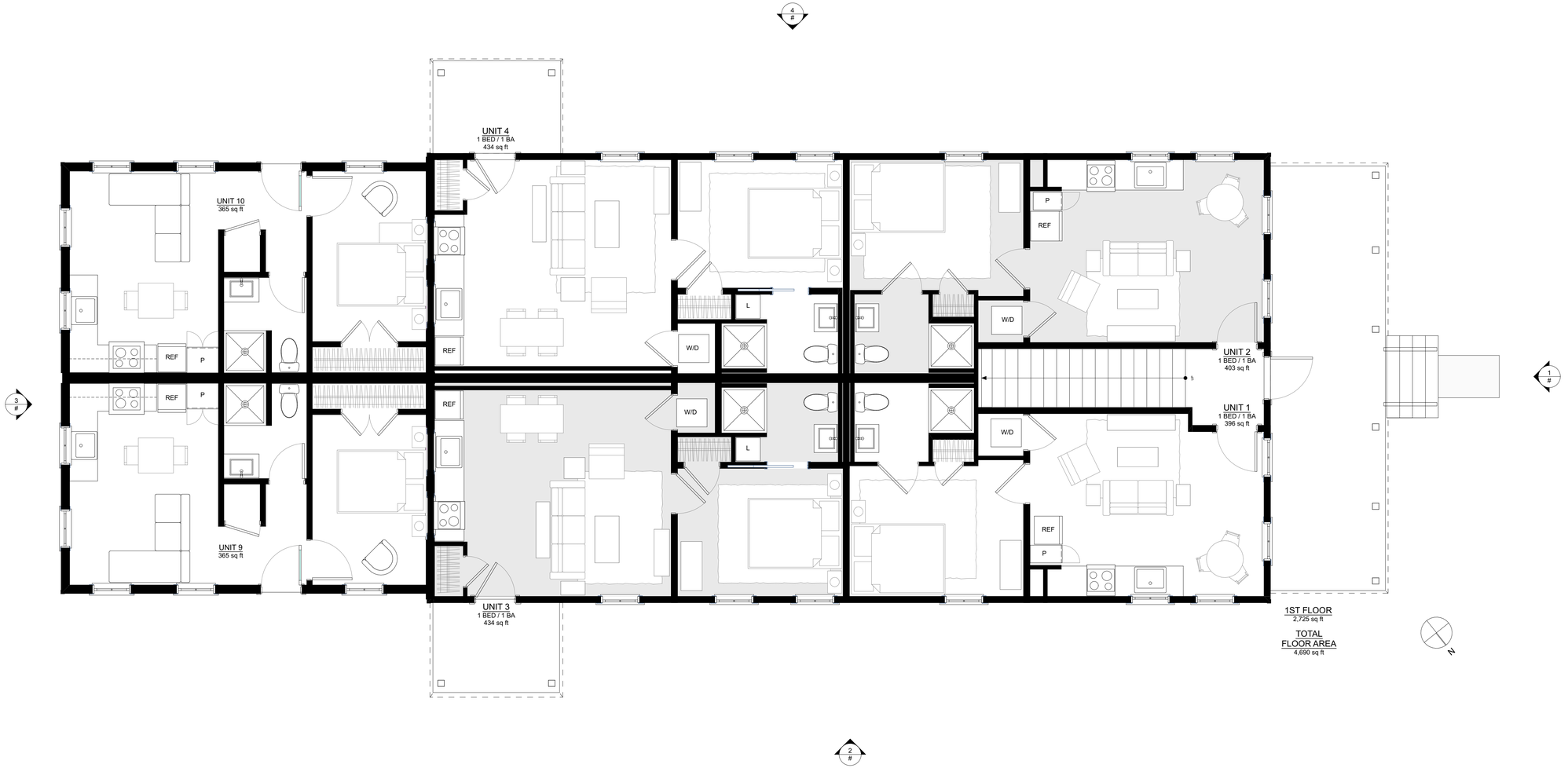
8-UNIT ELEVATIONS 02

MARKETING PLANS

3D PERSPECTIVE

WOODHULL

MARKETING PLANS



1 10-UNIT FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

0 2' 4' 8'

WOODHULL

10-UNIT FIRST FLOOR PLAN

MARKETING PLANS

1 10-UNIT SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"

0 2' 4' 8'

WOODHULL

10-UNIT SECOND FLOOR PLAN

MARKETING PLANS

1 10-UNIT 1 ELEVATION (FRONT)
SCALE: 1/4" = 1'-0"

0 2' 4' 8'

2 10-UNIT 2 ELEVATION
SCALE: 1/4" = 1'-0"

0 2' 4' 8'

10-UNIT ELEVATIONS 01

MARKETING PLANS

WOODHULL

3 10-UNIT 3 ELEVATION
SCALE: 1/4" = 1'-0"

0 2' 4' 8'

4 10-UNIT 4 ELEVATION
SCALE: 1/4" = 1'-0"

0 2' 4' 8'

10-UNIT ELEVATIONS 02

MARKETING PLANS

WOODHULL

WOODHULL

3D PERSPECTIVE

MARKETING PLANS

December 23, 2024

Town of Yarmouth
Attn: Steven Johnson, PE, Town Engineer
200 Main St.
Yarmouth, ME 04096
sjohnson@yarmouth.me.us

Re: Updated Ability to Serve Request – Cleaves St. Housing Project – Yarmouth, Maine

Dear Steve,
As you may be aware, an applicant is proposing to replace an existing parking lot, with 18 new residential units at 36 Cleaves Street, behind the Yarmouth Town Office building. The applicant is proposing two multi-family residential buildings and proposes to tie those into the existing 8" PVC sewer pipe that runs through the back of the project.

Per the Town Code we have calculated the expected wastewater demand for this project using Table 4A from the State of Maine Subsurface Wastewater Disposal Rules, dated August 3, 2015. The table is copied below, for clarity.

E. DESIGN FLOWS FOR DWELLING UNITS

1. Single-family dwelling units: The design flows for single-family dwelling units including in-law apartments, connected to subsurface wastewater disposal systems is calculated, based on Table 4A.

TABLE 4A
DESIGN FLOWS FOR SINGLE FAMILY DWELLING UNITS

Bedrooms	GPD per dwelling unit
2 or less	180
3	270
4	360
5	450
6	540
Each additional bedroom	90 per bedroom
In-law apartment	120
Primitive disposal field	25
Limited disposal field	100
Bunkhouse	20 per bed

2. Multiple family dwelling units: The design flow for multiple family dwelling units is calculated at 120 gallons per day per unit for 1-bedroom units, and 90 gallons per day per bedroom for multiple bedroom units.

There are a total of 18 units proposed for this project. All 18 units will be in two (2) multi-family buildings. Additionally, each unit will include: 1 Bedroom, 1 Kitchen Sink, 1 Toilet, 1 Bathroom Sink, and 1 Shower stall. No washer/dryer hookups will be installed in any of the units. See Table 1, below for a summary of the Design Flow Calculations:

Table 1: Design Flow Calculation Summary

# of Units	Type of Building	# Bedrooms per Unit	Design Flow (GPD)
18	Multi-Family	1	120x18=2,160
18 Units			**2,160**

Based on this configuration, we expect a **total wastewater demand of 2,160 GPD** for the proposed project. Therefore, the applicant is respectfully requesting written confirmation that the Yarmouth Wastewater Dept. has the ability to serve this proposed project. We understand that the ability to serve this project may be conditional, based on an ongoing study of a lift station in the area.

As you may be aware, the applicant is attempting to be included on the January 22, 2025, Planning Board agenda. If it is at all possible, we ask that you please get us this written confirmation by the end of this week, December 20, 2024. We are attempting to complete the application packets by then. Please let us know if you have any questions or need additional information.

Sincerely,
Haley Ward, Inc.

Jon Whitten, Jr., PE
Senior Project Manager

JHW

OPERATING AGREEMENT OF
36 Cleaves Street, LLC

THIS OPERATING AGREEMENT (this "Agreement") of 36 Cleaves Street, a Maine limited liability company**,** (the "Company"), is executed and agreed to, for good and valuable consideration, by and between the Company and Samuel Hight, a resident of Norridgewock, Maine ("Hight"), Brad Moll, a resident of Yarmouth, Maine] ("Moll") and Kara Wilbur, a resident of Portland, Maine ("Wilbur"), (collectively, the "Members").

The Members hereby form a limited liability company pursuant to and in accordance with the Maine Limited Liability Company Act (the "Act"), and hereby agree as follows:

I. Formation.

A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for 36 Cleaves Street, a Manager-managed Maine limited liability company formed under and pursuant to Maine law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Maine law absent such a provision, this Agreement, to the extent permitted under Maine law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is:

36 Cleaves Street
Yarmouth, Maine

or such other location as shall be selected from time to time by the Members.

D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Brad Moll. The Agent's registered office is located at 156 West Elm Street Yarmouth, ME, 04096. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Maine Secretary of State.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than state tax purposes.

II. Purposes and Powers.

A. Purpose. The purpose of the Company is to invest in, acquire, dispose of, own, develop and manage real estate, including 36 Cleaves Street, located behind Town Hall in Yarmouth (the "Project") as well as conduct any other convenient and lawful purposes allowed under the Statute.

B. Powers. The Company shall have all of the powers of a limited liability company set forth under Maine law.

C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the Maine Secretary of State. The Company will operate until terminated as outlined in this Agreement unless:

1. A majority of the Members vote to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Maine law;
3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Maine law.

III. Members.

A. Members. The Members of the Company and their Membership Interest in the same at the time of adoption of this Agreement are as follows:

Brad Moll:	33%
Samuel Hight:	33%
Kara Wilbur:	33%
TOTAL:	**100%**

B. Initial Contribution. Upon admission, the Members shall each make contribution of capital to the Company in accordance with Attachment A (the "Initial Contribution").

C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Maine law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement or as otherwise allowed by law.

D. Death, Incompetency or Termination of a Member. Should a Member die, be declared incompetent, or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for equally by the remaining Members and distributed in equal amounts to the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest. If the continuing Members' appraiser, and an appraiser hired by the terminating member, or their estate, do not agree on the value of the company by less than 10%, then the parties agree to split the difference equally between the two appraisals and waive the right to contest the value of the company. If the continuing Members' appraiser, and an appraiser hired by the terminating member, or their estate, do not agree on the value

of the company by 10% or more, then the two appraisers shall agree on a neutral third party appraiser to evaluate the company and the parties agree to accept the third appraisal value as the value of the company and waive the right to contest the value of the company.

The Members will have 60 days to decide if they want to buy the Membership Interest together and disperse it equally. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split equally among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 60 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent or is terminated.

E. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.

1. *Entire transfer*. If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.

2. *Partial transfer*. If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

F. Member Voting.

1. *Voting power*. The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.

2. *Proxies*. At all meetings of Members, a Member may vote in person, in writing or by giving their proxy to another Member on a form executed in writing by the

Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the Secretary of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Members' Duty to File Notices. The Manager shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the State of Maine, and any other appropriate state or federal authorities or agencies. Notices shall be filed in accordance with the section titled "Notices" below. The Members may delegate this responsibility to an Officer or a Manager at the Members' sole discretion.

H. Fiduciary Duties of the Members. The Members shall have no fiduciary duties whatsoever, whether to each other or to the Company, unless that Member is a Manager or an Officer of the Company, in which instance they shall owe only the respective fiduciary duties of a Manager or Officer, as applicable. No Member shall bear any liability to the Company or to other present or former Members by reason of being or having been a Member.

I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

IV. Accounting and Distributions.

A. Fiscal Year. The Company's fiscal year shall end on the last day of December.

B. Reporting. The Manager shall make at least a quarterly report to the Members of the balance sheet showing assets and liabilities, as well as the revenue, costs, and profit or loss of the Company.

C. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.

D. Distributions. Distributions shall be issued, as directed by the Company's Manager, on an annual basis, based upon the Company's fiscal year, or more frequently at the Manager’s discretion. The distribution shall not exceed the remaining net cash of the Company after paying all expenses, including debt service (“Distributable Cash”).

Distributable Cash shall be used as follows:

First, to set aside an amount of cash that the Manager reasonably anticipates will be needed to meet the Company’s ongoing and anticipable liabilities and expenses;

Second, to repay any Member who has advanced funds to the Company to meet a guaranteed obligation; and

Third, the balance to each Member in accordance with their Membership Interest.

E. Guarantees. All Members shall be obligated to jointly and severally guaranty debt obligations of the Company. To the extent that any Member is not a guarantor on a debt, or other obligation of the Company (a "Non-Guaranteeing Member"), the Non-Guaranteeing Member(s) will indemnify the members who are guarantors for any losses incurred related to the Project in proportion to their membership interest in the Company, as if the Non-Guaranteeing Member was party to the obligation.

V. Tax Treatment Election.

A. Tax Designation. The Company will elect to be treated as a partnership for Federal income tax purposes. Neither the Manager nor any Member shall take any action that would cause, or reasonably be expected to cause, the Company to be treated as a corporation.

VI. Manager.

A. Appointment. The Members appoint Brad Moll to be the Manager of the Company. The Company's Manager must be a Member. The Members may serve as Manager and may appoint a different Member to serve as the Manager.

B. Powers and Operation of the Manager. The Manager shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the Company's purposes described herein, including all powers, statutory or otherwise.

C. Information & Consent. In general, the activities of the company are managed cooperatively. The members shall each take an active role in the management of the company with different members consulting on different issues and action items. The Manager shall have the ability to execute the management decisions of the Members, but does not have the authority to act without informal or formal consultation.

D. Limits of Authority.

1. Informal Consultation
   Any decision requiring the expenditure of $0 to $5,000 shall be made by *informal consultation*. In informal consultation, the Manager shall call or text the Members to obtain their agreement or the members will contact the Manager to provide their direction. If the Members do not convey their consent or disagreement on a Manager proposed idea within 12 hours, the Manager may proceed as he has described. If the Members provide direction then the Manager shall act to execute the direction.

2. Formal Consultation
   The following action shall be made through *formal consultation*. In formal consultation, the Manager shall text or email the Members to obtain their written

agreement for an action. If the Members do not convey their consent or disagreement within 24 hours, proposed action fails and the Manager may not act.

A. Any decision requiring the expenditure contrary to any of the written plans of the project or of more than $5,000.

B. Entering into any agreement with a Member of any affiliate of a Member.

C. Entering into a confession of judgement in any legal proceeding, settling any legal dispute or declaring bankruptcy.

D. Paying any Member any compensation other than their share of Distributable Cash as described in IV.D above.

E. Dissolving the Company.

F. Admitting a new Member.

1. *Meetings*. The Manager may hold meetings, both regular and special, within or outside the state of Maine. All meetings of the Company may be held without notice at such time and at such place as shall from time to time be determined by the Manager.

i. At all meetings of the Company, the Manager shall transact all business. Any action required or permitted to be taken at any meeting of the Company may be taken without a meeting if the Manager consents thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Company.

E. Removal of Manager. The Manager may be removed by a majority vote of the Members with votes being allocated in accordance with their Membership Interests.

F. Managers as Agents. To the extent of their powers set forth in this Agreement, the Manager is the agent of the Company for the purpose of the Company's business, and the actions of the Manager taken in accordance with such powers set forth in this Agreement shall bind the Company.

G. Dissolution. The Manager shall have no Power to Dissolve the Company without a vote of the Members.

H. Duties of the Manager. The Manager shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Manager also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;

2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;

3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;

4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;

5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;

6. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;

7. Allocate fairly and reasonably any overhead for shared office space;

8. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;

9. Correct any known misunderstanding regarding its separate identity;

10. Maintain adequate capital in light of its contemplated business purposes;

11. Cause its Company to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Maine limited liability company formalities;

12. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;

13. Observe all other limited liability formalities.

Failure of the Company to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

VII. Authority.

A. Manager Authority. The Manager has complete authority to act in all ways for the Company, in accordance with this Agreement, for the purpose of the Company's business and the actions of the Manager shall bind the Company.

VIII. Fiduciary Duties of the Manager and Officers.

A. Loyalty and Care. Except to the extent otherwise provided herein, the Manager and any Officers later appointed shall have a fiduciary duty of loyalty and care similar to that of managers of business corporations organized under the laws of Maine.

IX. Dissolution.

A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Maine shall have been canceled in the manner required by Maine law.

E. Accounting. Within a reasonable time after complete liquidation, the Manager or Company Treasurer shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

G. Notice to Maine Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Maine and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

X. Exculpation and Indemnification.

A. No Liability. No Member, Manager, Officer, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. Indemnification. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. Reliance on Information. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

D. Reliance on Agreement. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties

and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

E. Survival. The foregoing provisions of this Article X shall survive any termination of this Agreement.

XI. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article X or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

XII. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any lawsuits will be under the jurisdiction of the state of Maine.

XIII. Independent Counsel.

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

XIV. General Provisions.

A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays, and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Maine (without regard to conflicts of law principles thereof).

G. Application of Maine Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Maine law.

H. Amendment. This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Maine law.

I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Agreement, which shall be effective as of December 16, 2024.

Signature: _____
Brad Moll, Manager

Signature: _____
Samuel Hight, Member

Signature: _____
Kara Wilbur, Member

ATTACHMENT A

Initial Contributions of the Members

The Initial Contributions of the Members of the Company are as follows:

Member	Contribution
Brad Moll	$5,000
Sam Hight	$5,000
Kara Wilbur	$5,000

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), made as of the Effective Date (as defined in Section 1.2), by and between **TOWN OF YARMOUTH**, a body corporate and politic and Maine municipal corporation, with a mailing address of 200 Main Street, Yarmouth, Maine ("Seller"), and **36 CLEAVES STREET, LLC**, a Maine limited liability company located at 0 Cleaves St, Maine ("Purchaser").

ARTICLE I
Purchase and Sale; Effective Date

Section 1.1. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, at the price and/or upon the terms and conditions of this Agreement, the fee simple interest in and to an approximately .39 acre +/- portion of Seller's parcel of land located at 0 Cleaves Street in Yarmouth, Maine and as generally depicted on Exhibit A attached to this Agreement ("the Property"). The Property is a portion of the Seller's land described in a deed recorded in the Cumberland County Registry of Deeds (the "Registry") in Book 705, Page 108, and further described as a portion of Tax Map 037, Lot 006, and the Purchaser acknowledges that the remaining area of the Seller's land will be retained by the Seller and is not included in the definition of Property subject to this Agreement. The area contained within the Property and the Land to be Retained will be further refined through a survey acceptable to both the Seller and Purchase prior to closing. Either Seller or Purchaser may record a copy of the Survey in the Registry at Closing. Purchaser intends to develop 18 affordable housing units consisting of two 8-unit multi-family residential apartment buildings that will consist of six 1-bedroom units and two 2-bedroom units each, one 3-bedroom house, and one 4-bedroom house (the "Project") on the Property.

Section 1.2. The "Effective Date" of this Agreement is the date that the last of the parties has executed this Agreement, as indicated below such party's signature.

ARTICLE II
Purchase Price; Financing Contingency

Section 2.1. The purchase price for the Property (the "Purchase Price") shall be Two Hundred Thousand Dollars ($200,000.00) and shall be payable on the Closing Date (as defined in Section 6.2).

ARTICLE III
Due Diligence

Section 3.1.

(a) Commencing upon the Effective Date and continuing through the Closing Date, Purchaser shall have the right, at its sole cost and expense, to conduct inspections and tests of the Property and to perform such other due diligence with respect to the Property as Purchaser deems necessary, provided that any testing of soils for environmental contamination will be done only with prior written approval by Seller in Seller's reasonable discretion. Purchaser acknowledges and agrees that its right to terminate this Agreement resulting from an unsatisfactory inspection shall expire at 5:00 P.M. (EST) on the one hundred and eightieth (180th) day after the Effective Date of this Agreement (such period being hereinafter referred to as the "Due Diligence Period"). If, in connection with the performance of its due diligence, Purchaser and/or its representatives require access to the Property, Seller agrees to reasonably cooperate with Purchaser and its representatives. In the event that a Closing does not occur, Purchaser agrees to restore any

disturbance to the Property caused by Purchaser's investigations. Purchaser will indemnify, defend and hold harmless Seller against any claims and related actual damage, liability, obligation, claim, suit, cause of action, judgment, settlement, penalty, fine or cost or expense (including reasonable fees and disbursements of attorneys and other professionals and court costs) actually incurred by Seller, to the extent arising out of the activities conducted at the Property by Purchaser or its employees, representatives, consultants, agents and contractors, provided that Purchaser shall have no liability with respect to any pre-existing defects, conditions or hazardous waste that are merely discovered by Purchaser as a result of its inspections, investigations and/or testing. The foregoing sentence shall survive the Closing or earlier termination of this Agreement, notwithstanding anything herein contained to the contrary.

(b) (i) Purchaser shall have the right to terminate this Agreement if Purchaser determines, in its sole discretion, that it is not satisfied for any reason with the information obtained by Purchaser during the Due Diligence Period.

(ii) To exercise such termination right, Purchaser shall give written notice of termination to Seller on or before 5:00 P.M. (EST) on the last day of the Due Diligence Period, time being of the essence with respect to the giving of such notice. If Purchaser gives notice of termination on or before said deadline, then this Agreement shall be deemed terminated as of the date on which Seller receives such notice and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. If Purchaser fails to give such notice of termination on or before said deadline, then Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 3.1(b)(ii) and Purchaser agrees to purchase the Property in its "as is" condition as of the expiration of the Due Diligence Period, subject to reasonable wear and tear, without abatement or reduction of the Purchase Price.

(c) This Agreement is subject to the following contingencies, with results being satisfactory to Seller and Buyer:

(i) Purchaser shall obtain a survey of the Property prepared by a licensed surveyor selected by Purchaser and acceptable to the Seller (the "Survey"), which Survey shall contain metes and bounds descriptions of the Property and the remaining land to be retained ("Land to be Retained") by Seller. Purchaser shall also cause the surveyor to place pins on each corner of the Premises. The cost of the Survey shall be paid Purchaser. The area shown on the Survey and the description of the Property and Land to be Retained must be agreed to by both Buyer and Seller prior to Closing. In the event that the Survey is not prepared by the Closing Date, the Closing Date shall be extended until the date that is ten (10) days following Purchaser's receipt and approval of the Survey. Purchaser must record a copy of the Survey in the Registry at Closing.

(ii) The Closing will be contingent on agreement between Seller and Purchase of a shared parking agreement for the Property and Land to be Retained that includes agreements related to snow removal.

(iii) Sale of the Property is contingent on Purchaser obtaining MaineHousing approval for funding of the Project under the Rural Affordable Housing Rental Program and obtaining all necessary state and municipal approvals for construction of the Project.

ARTICLE IV
State of Title

Section 4.1. Title to the Property shall be marketable and insurable at regular rates by a reputable title insurance company selected by Purchaser doing business in the State of Maine (the "Title Insurer"), subject only to the following matters (all of which are hereinafter collectively referred to as "Permitted Exceptions"): (i) all matters of record affecting the Property, which do not materially and adversely affect the present use or marketability of the Property (other than those mortgages or other encumbrances that Seller is obligated to remove under the provisions of Section 4.2(c)); (ii) the real estate taxes not due and payable as of the Closing Date; (iii) any state of facts an accurate survey of the Property would disclose, provided such state of facts do not materially and adversely affect the present use or marketability of the Property; (iv) zoning and land use matters, which do not materially detract from the value or use of the Property as presently used; (v) the standard printed exceptions set forth in the current ALTA owner's title insurance policy form; and (vi) any title or Survey defects waived or deemed to be waived by Purchaser pursuant to Section 4.2 below. For the purposes of this Article IV, the term "Title Date" shall mean the date of Purchaser's title commitment or, if Purchaser elected not to obtain said title commitment, the last day of the Title Period (as defined in Section 4.2(a)).

Section 4.2.

(a) Purchaser shall have the right, at its sole cost and expense, to examine title to the Property and to obtain a title commitment. Purchaser acknowledges and agrees that its inspection right shall expire at 5:00 P.M. (EST) on the one hundred and eightieth (180^{th}) day after the Effective Date of this Agreement (such period being hereinafter referred to as the "Title Period"). If Purchaser is not satisfied, in its sole discretion, with the results of its title review for any reason except the Permitted Exceptions, then Purchaser shall have the right, by notice given to Seller on or before 5:00 P.M. (EST) on the last day of the Title Period, to either (i) terminate this Agreement or (ii) specify those matters in title that are not acceptable to Purchaser ("Title Defect Notice"). If Purchaser elects to terminate this Agreement on or before said deadline, then this Agreement shall be deemed terminated as of the date on which Seller receives such notice and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. If Purchaser elects to give Seller the Title Defect Notice on or before said deadline, then Seller shall notify Purchaser, within five (5) business days after Seller's receipt of the Title Defect Notice, whether Seller will attempt to cure such title or Survey defects pursuant to the provisions of Section 4.2(c). In the event Purchaser fails to give Seller said termination notice or the Title Defect Notice on or before said deadline, then Purchaser shall be deemed to have accepted all title defects, if any, existing as of the Title Date, and thereafter the same shall be deemed Permitted Exceptions for all purposes of this Agreement.

(b) In connection with any defect in title that arises after the Title Date, Purchaser shall notify Seller of such defect in title on or before the Closing. If Purchaser notifies Seller of any such title defect on or before said deadline, then Seller shall notify Purchaser, within five (5) business days after receipt of Purchaser's notice of title defects, whether Seller will attempt to cure such title defects pursuant to the provisions of Section 4.2(c). In the event Purchaser fails to give Seller notice of such defect in title on or before said deadline, then Purchaser shall be deemed to have accepted such title defect, and thereafter the same shall be deemed Permitted Exceptions for all purposes of this Agreement.

(c) Notwithstanding anything to the contrary contained in this Agreement, Purchaser agrees that Seller shall have no obligation to remove any title defects or to incur any cost or expense in connection therewith other than to remove (i) any mortgage or other monetary lien affecting the Property that secures Seller's obligation to pay a monetary amount, (ii) any monetary lien recorded after the Title Date that resulted from Seller's failure to pay any amount due and payable by Seller, and (iii) any real estate tax or assessment liens affecting the Property. With respect to the title defects described in clauses (i), (ii), and (iii)

Seller agrees to remove the same, or cause the same to be insured against, on or before the Closing; and Purchaser acknowledges and agrees that Seller may use any portion of the Purchase Price to satisfy the same. With respect to any other title defect, if Seller does not agree to attempt to cure such title defects by notice given to Purchaser on or before the expiration of said five (5) business day period, Purchaser shall have the right, by notice given to Seller within five (5) business days after the earlier to occur of the expiration of said five (5) business day period or Purchaser's receipt of Seller's notice, either to waive the defect and close title without abatement or reduction of the Purchase Price, or terminate this Agreement. If Seller agrees to attempt to cure such title defect, then Seller shall have thirty (30) days after Seller's receipt of Title Defect Notice or notice of title defect, whichever is applicable, to remove the same. Seller agrees to use commercially reasonable efforts to remove such title defect within said thirty (30) day period. In the event Seller has not removed such title defect within said thirty (30) day period, then Purchaser shall have the right, by notice given to Seller within five (5) business days after the expiration of said thirty (30) day period, either to waive the defect and close title without abatement or reduction of the Purchase Price, or terminate this Agreement. If Purchaser elects to terminate this Agreement pursuant to this Section 4.2(c), then this Agreement shall be deemed terminated as of the date on which Seller receives such notice, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. Purchaser acknowledges and agrees that if Purchaser elects to terminate this Agreement pursuant to this Section 4.2(c), Seller shall not be liable to Purchaser for any costs, expenses or damages (consequential or otherwise) incurred by Purchaser in connection with this Agreement.

(d) The Closing may be extended, subject to agreement by the parties, by the number of days required to allow the parties to respond within the aforesaid time periods in the Agreement and, if applicable, to allow Seller to attempt to cure such title defects or Purchaser to satisfy contingencies; provided, however, such extension shall not exceed an aggregate of an additional one hundred and eighty (180) days.

ARTICLE V
RESERVATIONS

Section 5.1. Reserved.

ARTICLE VI
Closing Obligations; Closing

Section 6.1.

(a) On the Closing Date, Seller shall deliver to Purchaser the following documents, in form and substance reasonably satisfactory to Seller and Purchaser, duly executed and, if applicable, acknowledged by Seller:

(i) a Municipal Release Deed to the Property in accordance with the Short Form Deeds Act, 33 M.R.S.A. §§ 761 et seq., (the "Deed"), conveying title to the Property to Purchaser subject only to the Permitted Exceptions;

(ii) a non-foreign person affidavit stating that Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act of 1980, and that upon the consummation of the transaction contemplated hereby, Purchaser will not be required to withhold from the purchase price any withholding tax;

(iii) the Real Estate Transfer Tax Declaration;

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

(v) a notice regarding underground storage tanks pursuant to 38 M.R.S.A. §563(6);

(vi) a closing statement;

(vii) such other customary documents or instruments reasonably required to carry out the intent of this Agreement, including an owner's affidavit in a form sufficient to omit the parties in possession exception and the mechanic's lien exception from owner's and lender's policies, but in no event will Seller be required to provide a so-called "Survey Affidavit."

(b) On the Closing Date, Purchaser shall pay to Seller the Purchase Price in accordance with Section 2.1 above, and shall deliver to Seller the following documents, in form and substance reasonably satisfactory to Seller and Purchaser, duly executed and, if applicable, acknowledged by Purchaser:

(i) the Real Estate Transfer Tax Declaration;

(ii) the applicable REW forms required by the Maine Bureau of Taxation;

(iii) a closing statement;

(v) such other customary documents or instruments reasonably required to carry out the intent of this Agreement.

Section 6.2. The closing (the "Closing") shall take place no later than 4:00 p. m. at the Yarmouth Town Office, 200 Main Street, Yarmouth, Maine, or at such other place as the parties may agree upon, within one hundred and eighty days (180) days after the Effective Date, subject, however, to an extension pursuant to the provisions of Section 4.2(d). The day on which the Closing occurs is hereinafter referred to as the "Closing Date."

Section 6.3. On the Closing Date, Seller and Purchaser hereby agree to the following allocations of closing expenses and taxes:

(a) The Maine real estate transfer tax attributed to Purchaser in accordance with 36 M.R.S. § 4641-A shall be paid by Purchaser at Closing. (it being expressly acknowledged by the parties that Seller is exempt from such transfer tax as an instrumentality of the State of Maine).

(b) Purchaser shall pay the premium for the owner title policies, and the cost for recording the Deed and Survey, if applicable.

(c) Each party shall pay its own attorneys' fees. Other closing costs will be allocated according to the custom for commercial real estate transactions in Maine.

(d) All real estate taxes and assessments shall be prorated as of the closing on the basis of the latest available tax bill (it being expressly acknowledged by the parties that Seller is exempt from such taxes and assessments).

ARTICLE VII
Possession; Pre-Closing Duties

Section 7.1. At the Closing, Seller shall deliver possession of the Property to Purchaser free and clear of all leases, tenancies or occupancies by any person or entity except for those with Purchaser or otherwise agreed to in writing. At the Closing, Seller and Purchaser shall enter into a lease termination agreement in form and substance reasonably acceptable to Seller and Purchaser.

Section 7.2. Seller shall not do any of the following without Purchaser's prior written consent (which may be withheld in Purchaser's sole discretion): (i) grant or permit the creation of any license, easement, lease, contract, contract of sale or other encumbrance on the Property that would survive the Closing Date; (ii) enter into any lease or occupancy agreement for any portion of the Property or (iii) contract for any capital improvements to the Property.

ARTICLE VIII
Risk of Loss; Condemnation

Section 8.1. If, prior to the Closing Date, any portion of the Property is taken or threatened to be taken in condemnation or eminent domain proceedings, then Seller shall give Purchaser notice of such taking or threatened taking, and if such taking would materially, adversely affect any building or parking area on the Property or access to the Property from any public street, Purchaser shall have the right to terminate this Agreement. To exercise such right, Purchaser shall notify Seller of its decision within ten (10) business days after actual notice of such taking or threat to take, time being of the essence with respect to the giving of such notice. If Purchaser fails to exercise such termination right within said ten (10) business day period, then Purchaser shall be deemed to have elected to waive this termination right and shall close title without an abatement or reduction of the Purchase Price; provided, however, Purchaser shall be entitled at the Closing to the transfer or assignment of all compensation paid or rights to compensation payable on account of such taking, reduced by Seller's actual and reasonable out of pocket costs of collection accruing prior to the Closing. If Purchaser elects to terminate this Agreement, then this Agreement shall be deemed terminated as of the date on which Seller receives such notice, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement; Purchaser acknowledges and agrees that if Purchaser terminates this Agreement pursuant to this Section 8.1, then Seller shall not be liable to Purchaser for any costs, expenses or damages (or otherwise) incurred by Purchaser in connection with this Agreement.

ARTICLE IX
Default

Section 9.1. If Purchaser shall default in performing its obligations hereunder prior to or at the Closing Date, and Seller shall have performed or tendered performance of its obligations hereunder, then Seller shall have the right at its option, to terminate this Agreement and the parties shall be relieved of any further liability or obligation hereunder, except with respect to those obligations that are expressly stated herein to survive the termination of this Agreement, or retain all available legal or equitable remedies.

Section 9.2. If Seller shall default in performing its obligations hereunder prior to or at the Closing Date, and Purchaser shall have performed or tendered performance of its obligations hereunder, then Purchaser's sole remedy shall be to either (i) terminate this Agreement by notice of termination to Seller, in which event the parties shall be relieved of any further liability or obligation hereunder, except with respect to those obligations that are expressly stated herein to survive the termination of this Agreement, or (ii) seek specific performance of this Agreement. Notwithstanding the foregoing or anything to the contrary contained in this Agreement, nothing herein shall constitute a waiver by Seller of any of the

provisions, protections, defenses or limitations under the Maine Tort Claims Act, 14 M.R.S. §8101 et seq., nor any principle of sovereign immunity.

ARTICLE X
Brokerage Commissions

Section 10.1 Each party represents to the other that it has not dealt with any broker, finder or other intermediary in connection with this sale. Each party agrees to protect, indemnify and hold harmless the other from and against any and all liabilities, claims, demands, costs, expenses (including reasonable attorneys' fees and disbursements) and judgments relating to any fee, commission or other compensation asserted by any other broker, finder or other intermediary in connection with this Agreement or the transactions contemplated hereby arising out of its acts. The provisions of this Article X shall survive the closing.

ARTICLE XI
Miscellaneous

Section 11.1. Each notice or other communication required or permitted hereby shall be in writing and shall be (a) personally delivered, (b) sent by a reputable overnight delivery service, (c) sent by United States certified mail, return receipt requested, postage prepaid, addressed as set forth herein, or (d) sent by electronic mail with a copy sent by United States mail.

(i) If to Seller:

Town of Yarmouth
Scott LaFlamme, Town Manager
200 Main Street
Yarmouth, Maine 04046

With a copy to:

Bernstein Shur
100 Middle Street
PO Box 9729
Portland, ME 041045-5029
Attn: Casey McCullen, Esq.
Email: cmccullen@bernsteinshur.com

(ii) If to Purchaser:

36 Cleaves Street, LLC
ADDRESS
Attn: Brad Moll
Email: YARMOUTHCO@GMAIL.COM

With a copy to:

Any notice or other communication given pursuant to the provisions of this Section 11.1 shall be deemed effective upon receipt by the addressee or upon the date receipt is refused. Either party may, by notice given as aforesaid, designate other addresses to which or addressees to whom notices shall be given.

Section 11.2. The submission of this Agreement or a summary of some or all of its provisions does not constitute an offer to sell or to buy the Property, it being understood and agreed that neither Seller nor Purchaser shall be legally obligated with respect to a sale or purchase of the Property unless and until this Agreement has been executed by both Seller and Purchaser and a fully executed original has been delivered to both pursuant to the provisions of Section 11.1.

Section 11.3. The delivery of the Deed by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except those obligations of Seller and Purchaser which are expressly stated in this Agreement to survive the closing.

Section 11.4. This Agreement embodies and constitutes the entire understanding between the parties with regard to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment or termination is sought.

Section 11.5. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity and enforcement of the remaining provisions hereof.

Section 11.6. Any time period provided for in this Agreement that ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. (EST) on the next business day. In determining the expiration date of any time period measured from the Effective Date, the Effective Date shall not be included in that time period.

Section 11.7 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile or email counterparts of the signature pages.

Section 11.8. This Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser, and their respective heirs, personal representatives, successors and permitted assigns.

Section 11.9. Time shall be of the essence with respect to each and every obligation under this Agreement.

Section 11.10. Neither this Agreement nor a memorandum of this Agreement shall be recorded in any public records.

Section 11.11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maine.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date(s) set forth below.

SELLER:
TOWN OF YARMOUTH

Witness:

By: _____
Name: Scott LaFlamme
Title: Town Manager

Dated: 12.23, 2024

PURCHASER:
36 CLEAVES STREET, LLC

Witness:

By: _____
Name: BRAD MOLL
Title: MANAGER

Dated: 12/23, 2024

Exhibit A

Land of Town of Yarmouth
Cleaves Street, Town of Yarmouth, Cumberland County, Maine
0.39 Acres+-

A certain lot or parcel of land situated on the easterly side of Cleaves Street, in the Town of Yarmouth, County of Cumberland, State of Maine, being more particularly described as follows;

BEGINNING at a 1" iron pipe found on the easterly sideline of Cleaves Street, said iron pipe being the northwesterly corner of land now or formerly Robert Fl. Olivadoti and Alanna P. Olivadoti as described in Deed Book 6676, Page 72 of the Cumberland County Registry of Deeds;

THENCE, North 35° 24' 14" East, along the easterly sideline of said Cleaves Street, a distance of 132.58 feet;

THENCE, South 54° 08' 11" East, through land of Town of Yarmouth, a distance of 126.79 feet;

THENCE, South 35° 24' 14" West, through land of Town of Yarmouth, a distance of 128.51 feet, more or less to the northerly line of land now or formerly 500 U.S. Route One, Yarmouth, LLC as described in Deed Book 32873, Page 208 of said Registry of Deeds;

THENCE, North 55° 58' 27" West, along said land of 500 U.S. Route One, Yarmouth, LLC and said land of Olivadoti, a distance of 126.82 feet, more or less, to the **POINT OF BEGINNING**.

Containing 0.39 Acres, more or less.

This description is subject to change after a complete boundary survey of the subject property is finalized.

Bearings are referenced to the Maine State Plane Coordinate System, West Zone, NAD83 datum.

For source of title reference is made to a deed from John H. Humphrey to Town of Yarmouth, dated July 5, 1901 and recorded in Deed Book 705, Page 158 of the Cumberland County Registry of Deeds.

December 18, 2024

Yarmouth Water District
Attn: Tim Herrick
181 Sligo Rd
Yarmouth, ME 04096
therrick@yarmouthwaterdistrict.org

Re: Ability to Serve Request – Cleaves St. Housing Project – Yarmouth, Maine

Dear Tim,
Thank you for your recent email and for attending the Pre-Application Meeting for this exciting, proposed housing project at 36 Cleaves Street, behind the Yarmouth Town Office building. As you are aware, the applicant is proposing to replace an existing parking lot with 18 new residential units. The applicant proposes to install a 6" water main extension into the Town's property to serve 10 of the proposed units. Additionally, a water and fire service is proposed to tap directly into the existing 6" main within Cleaves Street. This will service the other 8 units.

Each unit will include: 1 Kitchen Sink, 1 Toilet, 1 Bathroom Sink, and 1 Shower stall. No washer/dryer hookups will be installed in any of the units. Based on this configuration, we expect the water/sewer demand for each unit will be 60 GPD (gallons per day) for a **total demand of 1,080 GPD**. Therefore, the applicant is respectfully requesting written confirmation that the Yarmouth Water District has the ability to serve this proposed project.

As you may be aware, the applicant is attempting to be included on the January 22, 2025 Planning Board agenda. If it is at all possible, we ask that you please get us this written confirmation by the end of this week, December 20, 2024. We are attempting to complete the application packets by then. Please let us know if you have any questions or need additional information.

Sincerely,
Haley Ward, Inc.

Jon Whitten, Jr., PE
Senior Project Manager

JHW

12 MOUNTFORT STREET, PORTLAND, ME 04101 207.805.8786 | HALEYWARD.COM

Eric Gagnon
General Manager

Yarmouth Water District
PO Box 419, 181 Sligo Road
Yarmouth, Maine 04096
(207) 846-5821 fax (207) 846-1240
www.YarmouthWaterDistrict.org

Andrew Walsh
Chairperson, Board of Trustees

December 20, 2024

Jon Whitten, Jr.
Via Email: jwhitten@haleyward.com

RE: Cleaves Street Affordable Housing, Yarmouth

Dear Jon,

This letter is to inform you that the Yarmouth Water District can serve the above-referenced project and will provide service in accordance with Maine Public Utilities Commission and the Yarmouth Water District Terms and Conditions.

This project can be served by a water main extension by connecting to the existing 6” water main that exists on Cleaves Street.

We understand that the design is conceptual, and the exact configuration of utilities is subject to change, so we ask to be part of the design process to ensure that the location of the water infrastructure meets our requirements. We would need an easement written to the District for water mains and services that are outside of the public ROW. We have a standard easement form that we can share.

One other item to note is we will need to understand the peak flow requirements of the buildings to ensure that the existing water main on Cleaves Street is sufficient. I feel that the main is sufficient to meet the project's needs but if the flow requirements suggest the existing main needs to be upgraded, that cost would be paid by the Developer. We can assist in determining if the existing main is sufficient.

Per usual, fire sprinkler sizing must be determined by a fire sprinkler designer. Although this appears to be a commercial fire suppression system, it is worth noting that the District does not allow hybrid, multi-purpose, or combined systems that are attached to the domestic water service. All fire sprinkler service connections must have a separate shut-off valve located within the easement or ROW area. We do require peak flow in gallons per minute to determine the size of domestic service lines and meters.

A water main extension contract, which includes an easement to the District for the water main and services, is required for this project. Once plans have been approved by the District and by the planning board the District will request bids from local vendors for materials located within the public right-of-way/easement area. We will then send the completed main extension contract to the applicant along with an invoice for all costs associated with the water main portion of the project as a deposit for construction. The Developer will be responsible for installation and testing of the water main extension and services and completing all permitting required by the Town of Yarmouth. Once all work is

completed to District standards the deposit will be balanced against the actual costs and any refund or balance due will be forwarded to the applicant.

We do have the capacity and ability to serve this project, we just ask to be informed as the project progresses as we must approve the design. If you have any questions or concerns feel free to contact me.

Sincerely,

Eric Gagnon
General Manager

CC: Erin Zwirko, Town of Yarmouth
Tim Herrick, Yarmouth Water District

December 11, 2024

Mr. Brad Moll
36 Cleaves Street LLC.
156 West Elm Street
Yarmouth, Maine 04096

RE: TRAFFIC IMPACT ASSESSMENT FOR PROPOSED DEVELOPMENT IN YARMOUTH

INTRODUCTION

This memorandum summarizes trip generation analysis and traffic impact assessment for a proposed workforce housing development in Yarmouth, Maine. It is understood that the site is located behind Yarmouth Town Hall with all site access from Cleaves Street. The proposed workforce housing development is expected to provide for 18 dwelling units. A planned second phase of the development will add a 3,000 square foot (S.F.) civic space to replace the existing log cabin, which is used for daytime and evening meetings, such as Planning Board meetings. An additional four (4) apartment units will be developed in Phase 2. It is understood that these four units could be market rate units. This analysis determines the number of trips that will be generated by the Phase 1 and Phase 2 developments. Additionally, it examines expected impact off-site in the vicinity of the proposed development.

TRIP GENERATION ANALYSIS

The number of trips to be generated by the proposed Phase 1 workforce housing development was estimated utilizing the most recent Institute of Transportation Engineers (ITE) "Trip Generation, 11th edition" since it is derived from the largest data base and reflects the most current information. Land use code (LUC) 223 – Affordable Housing was used on the basis of the eighteen (18) dwelling units. The results are summarized below:

PHASE 1 TRIP GENERATION

Time Period	One-Way Trips
Weekday	88

Time Period	One-Way Trips
AM Peak Hour	9
Entering	2
Exiting	7
PM Peak Hour	9
Entering	5
Exiting	4

As seen above, the proposed Phase 1 workforce housing development is expected to generate 88 one-way trips daily (44 roundtrips). It will generate 9 one-way trips in peak hours, based upon the ITE data. These traffic levels, with a maximum of 7 new lane hour trips (exiting in the AM peak hour), wouldn't be expected to have any significant impact on off-site traffic operations.

Phase 2 trips were estimated using LUC 730 – Government Office Building on the basis of the 3,000 S.F. and LUC 220 – Multi-Family Housing (Low-Rise) based on four (4) dwelling units. The results are summarized below:

PHASE 2 TRIP GENERATION

Time Period	Civic Building	Apartments	Total Trips
Weekday	68	28	96
AM Peak Hour	11	2	13
Entering	6	0	6
Exiting	5	2	7
PM Peak Hour	10	2	12
Entering	4	1	5
Exiting	6	1	7

As seen above, Phase 2 is expected to generate 96 one-way trips (48 round trips) daily, based upon the ITE data. Phase 2 is expected to generate 13 trips in the AM peak hour and 12 in the PM peak hour. Again, this level of traffic, with 7 new lane hour trips wouldn't be expected to have any significant impact off-site. Typically, a project won't have a significant impact unless it generates in excess of 50 new lane hour trips in a through or right turn lane, or 25 trips in a left-turn lane. The combined Phase 1 and Phase 2 projects will generate a maximum of 14 new lane hour trips so no significant impact would be expected off-site.

CAPACITY ANALYSIS

Traffic operations are evaluated in terms of level of service (LOS). Level of service is a qualitative measure that describes operations by letter designation. The levels range from A - very little delay to F - extreme delays. Level of service "D" is generally considered acceptable in urban locations while LOS "E" is generally considered the capacity of a facility and the minimum tolerable level. The level of service for signalized intersections is based upon the average control or signal delay per vehicle. These criteria are defined in the following table excerpted from the "Highway Capacity Manual":

Signalized Intersection Level of Service

LOS	Delay Range
A	< = 10.0 seconds
B	> 10.0 and <= 20.0
C	> 20.0 and <= 35.0
D	> 35.0 and <= 55.0
E	> 55.0 and <= 80.0
F	> 80.0

While the development is not expected to have any significant impact on off-site operations given the low trip generation and new lane hour trips, Sewall has on file recent analysis for the intersection of Main Street, Cleaves Street and School Street from the Railroad Square Traffic Impact Study. That study determined that this signalized intersection is currently functioning at LOS “B” overall during both the AM and PM peak hours, with all lanes at LOS “C” or better, showing no capacity constraints. The levels of service were projected to remain at those levels through 2027 with Phase 1 of Railroad Square fully occupied. Hence, there are no capacity concerns, and the traffic signal has the capacity to accommodate the additional trips from the planned housing units and new civic space.

SAFETY ANALYSIS - ACCIDENT REVIEW

The Maine Department of Transportation (MaineDOT) uses two criteria to determine high crash locations (HCLs). The first is the critical rate factor (CRF), which is a measure of the accident rate. A CRF greater than one indicates a location which has a higher than expected accident rate. The expected rate is calculated as a statewide average of similar facilities.

The second criterion, which must also be met, is based upon the number of accidents that occur at a particular location. Eight or more accidents must also occur over the three-year study period for the location to be considered a high crash location.

Accident data was obtained from MaineDOT for Cleaves Street and for Main Street in the vicinity of the site. The CRF and number of accidents are summarized by location for the most recent three-year period, 2021 to 2023, as follows:

Main Street Location Description	# of Acc.	CRF
Between South and School/Cleaves Streets	1	0.15
Intersection of School and Cleaves Streets	4	0.27
Intersection of Main Street and York Street	1	0.33
Main Street between York Street and Bridge Street	1	0.39

As seen above, there are no high crash locations within the study area. There are also no locations approaching both crash criteria, so no further review or analysis is necessary.

SUMMARY

To summarize, the proposed workforce housing development is expected to generate 88 one-way (44 round trips) daily. The units will generate 9 one-way trips in peak hours. This level of traffic, with a maximum of 7 lane hour trips, would not be expected to have any significant impact on off-site traffic operations.

Phase 2 is expected to generate a similar 96 daily trips and from 12 to 13 peak hour trips. The combined project (both Phases 1 & 2), with a maximum of 14 lane hour trips, also would not be expected to have any significant traffic impact off-site.

Recent capacity analysis for the signalized intersection of Main Street, School Street and Cleaves Street showed that the intersection operates at a good level of service “B” during both the weekday AM and PM peak hours, demonstrating that it has plenty of capacity to accommodate the additional trips.

In terms of safety, there are no high crash locations on Cleaves Street, or Main Street within the vicinity of the site, which would require further crash evaluation.

As always, please do not hesitate to contact Sewall if you or the Town of Yarmouth have any questions or concerns regarding our assessment or findings.

Sincerely,

Diane W. Morabito, P.E. PTOE
Vice President Traffic Engineering

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

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

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

REPORT DESCRIPTION

Yarmouth
Main St (Rte 115) from South St (14701) to Portland St (11699) & Cleaves St from Main St (14699) to End (11679)

REPORT PARAMETERS

Year 2021, Start Month 1 through Year 2023 End Month: 12

Route: **0115X**	Start Node: **14701**	Start Offset: **0**	☐ **Exclude First Node**
	End Node: **11699**	End Offset: **0**	☐ **Exclude Last Node**
Route: **05Y0011**	Start Node: **11679**	Start Offset: **0**	☐ **Exclude First Node**
	End Node: **14699**	End Offset: **0**	☐ **Exclude Last Node**

Crash Summary I

Nodes

Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF	
14701	0115X - 17.28	Int of MAIN ST SOUTH ST	2	0	0	0	0	0	0	0.0	3.346	0.00	0.37	0.00	
												Statewide Crash Rate:	0.13		
11700	0115X - 17.71	Int of BRIDGE ST MAIN ST	2	0	0	0	0	0	0	0.0	1.799	0.00	0.44	0.00	
												Statewide Crash Rate:	0.13		
11681	0115X - 17.53	BRG 5230, MAIN ST under US RT 1	2	0	0	0	0	0	0	0.0	2.425	0.00	0.41	0.00	
												Statewide Crash Rate:	0.13		
14699	0115X - 17.46	Int of CLEAVES T MAIN ST SCHOOL ST	9	4	0	0	0	0	4	0.0	3.858	0.35	1.30	0.00	0.27
												Statewide Crash Rate:	0.71		
11699	0115X - 17.77	Int of MAIN ST PORTLAND ST	2	0	0	0	0	0	0	0.0	2.509	0.00	0.40	0.00	
												Statewide Crash Rate:	0.13		
11702	0115X - 17.59	Int of MAIN ST YORK ST	2	1	0	0	1	0	0	100.0	2.618	0.13	0.40	0.00	0.33
												Statewide Crash Rate:	0.13		
11679	05Y0011 - 0	End of CLEAVES T	2	0	0	0	0	0	0	0.0	0.064	0.00	-0.36	0.00	
												Statewide Crash Rate:	0.13		
14699	05Y0011 - 0.21	Int of CLEAVES T MAIN ST SCHOOL ST	9	4	0	0	0	0	4	0.0	3.858	0.35	1.30	0.00	0.27
												Statewide Crash Rate:	0.71		
72927	05Y0011 - 0.20	Non Int CLEAVES T	2	0	0	0	0	0	0	0.0	0.127	0.00	0.32	0.00	
												Statewide Crash Rate:	0.13		
Study Years:	3.00	**NODE TOTALS:**		9	0	0	1	0	8	11.1	20.604	0.15	0.53	0.27	

Crash Summary I

Sections

Start Node	End Node	Element	Offset Begin - End	Route - MP	Section Length	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF	
14699	14701	3943883	0 - 0.18	0115X - 17.28	0.18	2	1	0	0	0	0	1	0.0	0.00620	53.75	372.24	0.00	0.15
Int of CLEAVES T MAIN ST SCHOOL ST				ST RTE 115											Statewide Crash Rate: 160.13			
11681	14699	3117724	0 - 0.07	0115X - 17.46	0.07	2	0	0	0	0	0	0	0.0	0.00170	0.00	518.71	0.00	
BRG 5230, MAIN ST under US RT 1				ST RTE 115											Statewide Crash Rate: 160.13			
11681	11702	3118899	0 - 0.06	0115X - 17.53	0.06	2	0	0	0	0	0	0	0.0	0.00146	0.00	538.95	0.00	
BRG 5230, MAIN ST under US RT 1				ST RTE 115											Statewide Crash Rate: 160.13			
11700	11702	3131523	0 - 0.12	0115X - 17.59	0.12	2	1	0	0	1	0	0	100.0	0.00163	204.63	524.12	0.00	0.39
Int of BRIDGE ST MAIN ST				ST RTE 115											Statewide Crash Rate: 160.13			
11699	11700	3939663	0 - 0.06	0115X - 17.71	0.06	2	0	0	0	0	0	0	0.0	0.00117	0.00	567.73	0.00	
Int of MAIN ST PORTLAND ST				ST RTE 115											Statewide Crash Rate: 160.13			
11679	72927	5111436	0 - 0.20	05Y0011 - 0	0.20	2	0	0	0	0	0	0	0.0	0.00025	0.00	1507.50	0.00	
End of CLEAVES T				RD INV 05 Y0011											Statewide Crash Rate: 369.82			
72927	14699	5111435	0 - 0.01	05Y0011 - 0.20	0.01	2	0	0	0	0	0	0	0.0	0.00001	0.00	-4700.39	0.00	
Non Int CLEAVES T				RD INV 05 Y0011											Statewide Crash Rate: 369.82			
Study Years: 3.00				**Section Totals:**	0.70		2	0	0	1	0	1	50.0	0.01242	53.67	322.45	0.17	
				Grand Totals:	0.70		11	0	0	2	0	9	18.2	0.01242	295.17	468.13	0.63	

Crash Summary

Section Details

Start Node	End Node	Element	Offset Begin - End	Route - MP	Total Crashes	Injury Crashes K	A	B	C	PD	Crash Report	Crash Date	Crash Mile Point	Injury Degree
14699	14701	3943883	0 - 0.18	0115X - 17.28	1	0	0	0	0	1	2023-36649	12/07/2023	17.36	PD
11681	14699	3117724	0 - 0.07	0115X - 17.46	0	0	0	0	0	0				
11681	11702	3118899	0 - 0.06	0115X - 17.53	0	0	0	0	0	0				
11700	11702	3131523	0 - 0.12	0115X - 17.59	1	0	0	1	0	0	2023-28919	09/21/2023	17.63	B
11699	11700	3939663	0 - 0.06	0115X - 17.71	0	0	0	0	0	0				
11679	72927	5111436	0 - 0.20	05Y0011 - 0	0	0	0	0	0	0				
72927	14699	5111435	0 - 0.01	05Y0011 - 0.20	0	0	0	0	0	0				
				Totals:	2	0	0	1	0	1				

Crash Summary II - Characteristics

Crashes by Day and Hour

	AM												PM												
	Hour of Day																								
Day Of Week	**12**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**Un**	**Tot**
SUNDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MONDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	2
TUESDAY	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
WEDNESDAY	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
THURSDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1	1	0	0	0	0	0	0	0	0	4
FRIDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SATURDAY	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Totals	0	0	0	0	0	0	0	0	0	1	4	0	0	0	2	3	1	0	0	0	0	0	0	0	0	**11**

Vehicle Counts by Type

Unit Type	Total
1-Passenger Car	11
2-(Sport) Utility Vehicle	5
3-Passenger Van	0
4-Cargo Van (10K lbs or Less)	0
5-Pickup	3
6-Motor Home	0
7-School Bus	0
8-Transit Bus	0
9-Motor Coach	0
10-Other Bus	0
11-Motorcycle	0
12-Moped	0
13-Low Speed Vehicle	0
14-Autocycle	0
15-Experimental	0
16-Other Light Trucks (10,000 lbs or Less)	0
17-Medium/Heavy Trucks (More than 10,000 lbs)	2
18-ATV - (4 wheel)	0
20-ATV - (2 wheel)	0
21-Snowmobile	0
22-Pedestrian	0

Unit Type	Total
23-Bicyclist	1
24-Witness	8
25-Other	0
26-Construction	0
27-Farm Vehicle	0
28-Horse and Buggy	0
Total	**30**

Crash Summary II - Characteristics

Crashes by Driver Action at Time of Crash

Driver Action at Time of Crash	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
No Contributing Action	2	9	0	0	0	0	11
Ran Off Roadway	0	0	0	0	0	0	0
Failed to Yield Right-of-Way	0	0	0	0	0	0	0
Ran Red Light	4	0	0	0	0	0	4
Ran Stop Sign	0	0	0	0	0	0	0
Disregarded Other Traffic Sign	0	0	0	0	0	0	0
Disregarded Other Road Markings	0	0	0	0	0	0	0
Exceeded Posted Speed Limit	0	0	0	0	0	0	0
Drove Too Fast For Conditions	0	0	0	0	0	0	0
Improper Turn	1	0	0	0	0	0	1
Improper Backing	0	1	0	0	0	0	1
Improper Passing	0	0	0	0	0	0	0
Wrong Way	0	0	0	0	0	0	0
Followed Too Closely	0	0	0	0	0	0	0
Failed to Keep in Proper Lane	0	0	0	0	0	0	0
Operated Motor Vehicle in Erratic, Reckless, Careless, Negligent or Aggressive Manner	0	0	0	0	0	0	0
Swerved or Avoided Due to Wind, Slippery Surface, Motor Vehicle, Object, Non-Motorist in Roadway	0	0	0	0	0	0	0
Over-Correcting/Over-Steering	0	0	0	0	0	0	0
Other Contributing Action	2	0	0	0	0	0	2
Unknown	2	0	0	0	0	0	2
Total	**11**	**10**	**0**	**0**	**0**	**0**	**21**

Crashes by Apparent Physical Condition And Driver

Apparent Physical Condition	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
Apparently Normal	9	10	0	0	0	1	20
Physically Impaired	0	0	0	0	0	0	0
Emotional(Depressed, Angry, Disturbed, etc.)	2	0	0	0	0	0	2
Ill (Sick)	0	0	0	0	0	0	0
Asleep or Fatigued	0	0	0	0	0	0	0
Under the Influence of Medications/Drugs/Alcohol	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Total	**11**	**10**	**0**	**0**	**0**	**1**	**22**

Driver Age by Unit Type

Age	Driver	Bicycle	SnowMobile	Pedestrian	ATV	Total
09-Under	0	0	0	0	0	0
10-14	0	0	0	0	0	0
15-19	2	0	0	0	0	2
20-24	0	0	0	0	0	0
25-29	0	0	0	0	0	0
30-39	1	0	0	0	0	1
40-49	8	0	0	0	0	8
50-59	0	0	0	0	0	0
60-69	7	0	0	0	0	7
70-79	3	0	0	0	0	3
80-Over	0	0	0	0	0	0
Unknown	0	1	0	0	0	1
Total	**21**	**1**	**0**	**0**	**0**	**22**

Crash Summary II - Characteristics

Most Harmful Event

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

Injury Data

Severity Code	Injury Crashes	Number Of Injuries
K	0	0
A	0	0
B	2	2
C	0	0
PD	9	0
Total	**11**	**2**

Road Character

Road Grade	Total
1-Level	8
2-On Grade	3
3-Top of Hill	0
4-Bottom of Hill	0
5-Other	0
Total	**11**

Traffic Control Devices

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

Light

Light Condition	Total
1-Daylight	10
2-Dawn	0
3-Dusk	0
4-Dark - Lighted	1
5-Dark - Not Lighted	0
6-Dark - Unknown Lighting	0
7-Unknown	0
Total	**11**

Crash Summary II - Characteristics

Crashes by Year and Month

Month	2021	2022	2023	Total
JANUARY	0	0	0	0
FEBRUARY	0	0	0	0
MARCH	2	0	0	2
APRIL	0	0	0	0
MAY	2	0	0	2
JUNE	0	0	2	2
JULY	0	1	0	1
AUGUST	2	0	0	2
SEPTEMBER	0	0	1	1
OCTOBER	0	0	0	0
NOVEMBER	0	0	0	0
DECEMBER	0	0	1	1
Total	**6**	**1**	**4**	**11**

Report is limited to the last 10 years of data.

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

Crash Summary II - Characteristics

Crashes by Crash Type and Type of Location

Crash Type	Straight Road	Curved Road	Three Leg Intersection	Four Leg Intersection	Five or More Leg Intersection	Driveways	Bridges	Interchanges	Other	Parking Lot	Private Way	Cross Over	Railroad Crossing	Traffic Circle-Roundabout	Total
Object in Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rear End - Sideswipe	1	0	0	2	0	0	0	0	0	0	0	0	0	0	3
Head-on - Sideswipe	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Intersection Movement	0	0	1	6	0	0	0	0	0	0	0	0	0	0	7
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Train	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Went Off Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other Animal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jackknife	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rollover	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fire	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Submersion	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Thrown or Falling Object	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bear	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deer	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Moose	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Turkey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	**2**	**0**	**1**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**11**

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

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

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

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

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Sleet, Hail (Freezing Rain or Drizzle)												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Snow												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	**11**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**11**


ROYAL RIVER PARK
59492
14703
74356
MILL ST
YARMOUTH CROSSING DR
14702
14701
11683
72928
3800
15821
Royal River
SCHOOL ST
SCHOOL STREET RAMP
15820
15817
74167
YORK STREET RAMP
BRIDGE ST
11706
3983
SOUTH ST
RAILROAD SQ
14699
72927
14865
11703
11704
15819
YORK ST
11681
5230
115
VESPA LN
YARMOUTH
11702
MAIN ST
CLEAVES ST
SKATING RINK
11700
11699
11696
STORER ST
11698
14868
PORTLAND ST
11679
60382
64167
64160
64292
11695
Scale: 1:3906
300ft

STORMWATER MANAGEMENT

Introduction

The intent of this Stormwater Management Plan is to comply with the requirements of the Maine Department of Environmental Protection's (MDEP) Chapter 500 regulations and The Town of Yarmouth's Land Use Ordinance. This project involves the development of a residential housing complex at 36 Cleaves Street in Yarmouth, Maine.

Existing Conditions

The project property is identified as Map 37 Lot 6 on the Town's GIS database. The parcel is approximately 3.3 acres in size and is currently occupied by the Yarmouth municipal office. The project area contains approximately 0.87 acres of impervious area via one existing structure, driveways, and two paved parking lots.

Proposed Conditions

The project will include the development of two multi-family, residential structures with associated parking areas, sidewalk, and landscaping. The improvements will occur within the existing developed footprint on the subject parcel. The project will result in a net impervious area decrease of approximately 1000 square feet, and existing drainage patterns will not be significantly altered.

Maine Department of Environmental Protection – Chapter 500 Standards.

To our knowledge, the existing property does not hold a Maine Department of Environmental Protection stormwater permit. The existing site was developed prior to 2005 and is therefore exempt from Maine Stormwater Law regulations. Because the proposed development will disturb less than 1 acre of land area, MDEP stormwater law does not apply.

Town of Yarmouth Stormwater Standards

Per the Town of Yarmouth Site Plan Application guidelines, the project must comply with the Stormwater Management Review Criteria of Chapter 702 of the Town's Land Use ordinance. Per this Chapter, the development must "provide for adequate storm water management facilities so that the post development runoff rate will be no greater than the predevelopment rate or that there is no adverse downstream impact. Proposed storm water detention facilities shall provide for the control of 2 year and 25-year storm frequency rates. The design, construction and maintenance of private facilities are in conformance with Chapter 330 Post Construction Stormwater Management." Please see below for a demonstration of how these standards have been met.

While Stormwater Quality treatment is not an explicit requirement of the Town's Land Use Code, quality treatment has been provided via roof drip edge filters. These filters are

located along the perimeter of the proposed multi-family buildings and have been designed per the MDEP BMP Manual.

STORMWATER MANAGEMENT QUANTITY NARRATIVE

To demonstrate that development will conform to the standards of Chapter 330 and 702 of the Town's Land Use Ordinance, HydroCAD calculations were performed to compare pre-development and post-development conditions. Curve numbers and peak runoff flows were calculated using HydroCAD.

As described above, the pre-development site is developed and occupied by the Yarmouth municipal office. Soils on the site per the USDA web soil survey are classified as hydrologic group B and C. The site drains via subsurface drainage systems and overland flow from west to east, draining into a small stream that runs along the site's eastern property boundary. This stream drains from south to north, ultimately discharging to the Royal River.

The post-development site was broken into seven sub-watersheds, encompassing the same footprint as pre-development. Summation Points were chosen in similar areas between pre-development and post-development to compare peak flow runoff for the 2-year, 10-year, and 25-year storm events. Summation Point 1 represents the northern subsurface drainage system outfall along the eastern property line, and Summation Point 2 represents the southern subsurface drainage system outfall along the eastern property line. Both of these Summation Points represent the stream mentioned above.

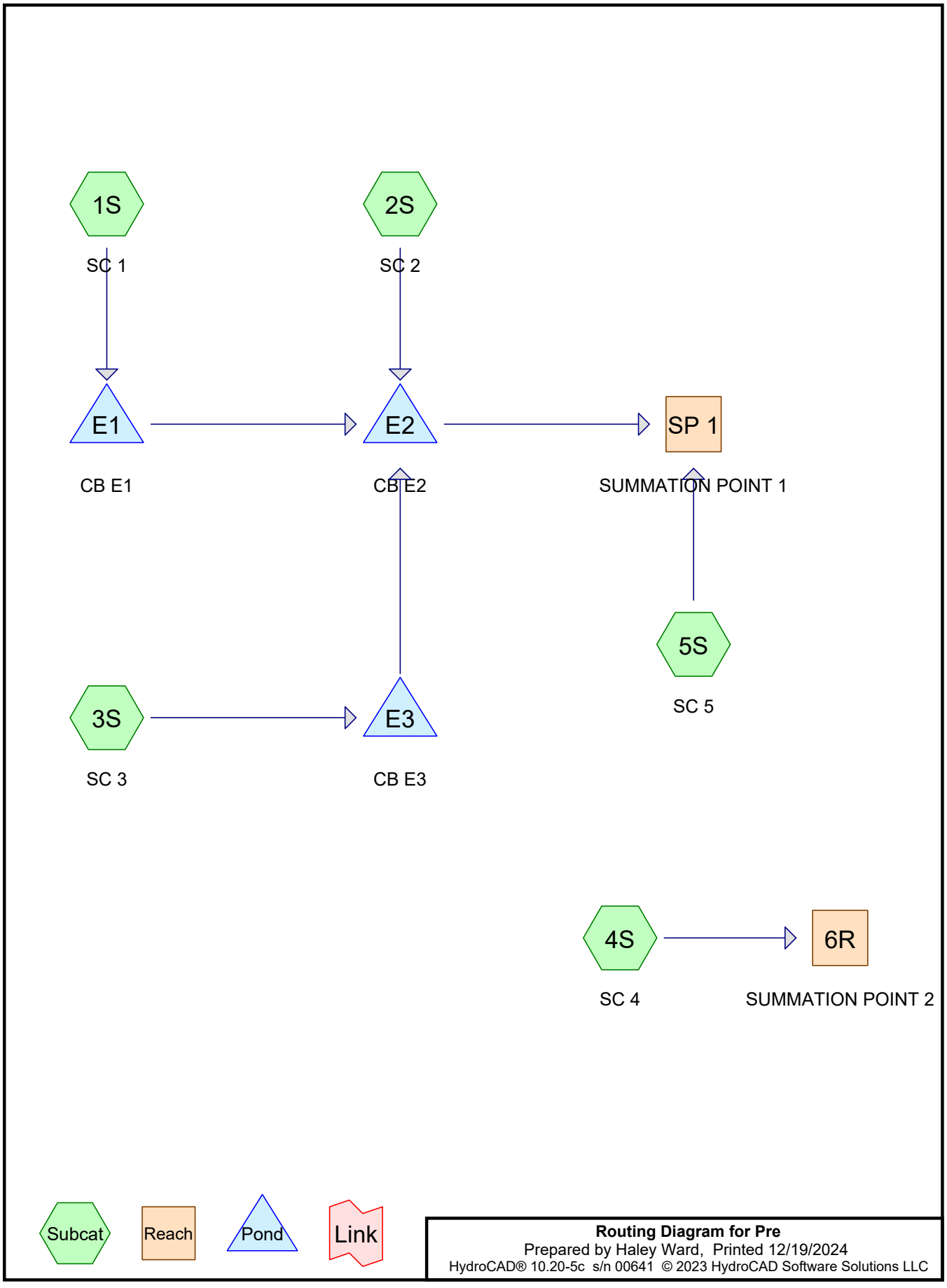
Based on results of the HydroCAD, it is expected that stormwater runoff from the site will be similar or lessened in post-development conditions as in pre-development conditions. A comparison of each of the watershed areas in both Pre- and Post-Development is organized in the table below.

Table 2: Peak Flow Comparison

		2 Year (cfs)	10 Year (cfs)	25 Year (cfs)	25 Year Net Change (cfs)
Summation Point 1	Pre	2.69	4.33	5.64	**+0.51**
	Post	2.88	4.70	6.15	
Summation Point 2	Pre	0.47	1.13	1.73	**-0.47**
	Post	0.30	0.80	1.26	

As can be seen in the table above, all summation points will see similar or decreased post development flow rates. While the rates observed at Summation Point 1 are slightly

increased as a result of this development, the increases are less than 1 cfs; this value is within the margin of error of the modeling software and is an insignificant increase not likely to cause adverse impacts on downstream properties. It is also noted that runoff from the proposed building roof areas will be conveyed through the roof drip edge filters prior to reaching Summation Point 1; this detention was not included in the model, implying that the model is conservative and observed flow rates will likely be even more similar than shown here.



Routing Diagram for Pre
Prepared by Haley Ward, Printed 12/19/2024

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: SC 1 Runoff Area=17,507 sf 72.93% Impervious Runoff Depth>2.13"
Tc=5.0 min CN=92 Runoff=1.05 cfs 0.071 af

Subcatchment2S: SC 2 Runoff Area=5,205 sf 82.34% Impervious Runoff Depth>2.31"
Tc=5.0 min CN=94 Runoff=0.33 cfs 0.023 af

Subcatchment3S: SC 3 Runoff Area=13,485 sf 90.52% Impervious Runoff Depth>2.50"
Tc=5.0 min CN=96 Runoff=0.90 cfs 0.065 af

Subcatchment4S: SC 4 Runoff Area=23,543 sf 20.35% Impervious Runoff Depth>0.74"
Tc=5.0 min CN=71 Runoff=0.47 cfs 0.033 af

Subcatchment5S: SC 5 Runoff Area=10,415 sf 40.47% Impervious Runoff Depth>1.35"
Tc=5.0 min CN=82 Runoff=0.41 cfs 0.027 af

Reach 6R: SUMMATION POINT 2 Inflow=0.47 cfs 0.033 af
Outflow=0.47 cfs 0.033 af

Reach SP 1: SUMMATION POINT 1 Inflow=2.69 cfs 0.186 af
Outflow=2.69 cfs 0.186 af

Pond E1: CB E1 Inflow=1.05 cfs 0.071 af
Primary=1.05 cfs 0.071 af

Pond E2: CB E2 Inflow=2.28 cfs 0.159 af
Primary=2.28 cfs 0.159 af

Pond E3: CB E3 Inflow=0.90 cfs 0.065 af
Primary=0.90 cfs 0.065 af

Total Runoff Area = 1.611 ac Runoff Volume = 0.219 af Average Runoff Depth = 1.63"
45.46% Pervious = 0.732 ac 54.54% Impervious = 0.878 ac

Summary for Subcatchment 1S: SC 1

Runoff = 1.05 cfs @ 12.07 hrs, Volume= 0.071 af, Depth> 2.13"
Routed to Pond E1 : CB E1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 year Rainfall=3.10"

	Area (sf)	CN	Description
*	12,767	98	IMPERVIOUS
	4,740	74	>75% Grass cover, Good, HSG C
	17,507	92	Weighted Average
	4,740		27.07% Pervious Area
	12,767		72.93% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 2S: SC 2

Runoff = 0.33 cfs @ 12.07 hrs, Volume= 0.023 af, Depth> 2.31"
Routed to Pond E2 : CB E2

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 year Rainfall=3.10"

	Area (sf)	CN	Description
*	4,286	98	IMPERVIOUS
	919	74	>75% Grass cover, Good, HSG C
	5,205	94	Weighted Average
	919		17.66% Pervious Area
	4,286		82.34% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 3S: SC 3

Runoff = 0.90 cfs @ 12.07 hrs, Volume= 0.065 af, Depth> 2.50"
Routed to Pond E3 : CB E3

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 year Rainfall=3.10"

	Area (sf)	CN	Description
*	12,207	98	IMPERVIOUS
	1,278	74	>75% Grass cover, Good, HSG C
	13,485	96	Weighted Average
	1,278		9.48% Pervious Area
	12,207		90.52% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 4S: SC 4

Runoff = 0.47 cfs @ 12.09 hrs, Volume= 0.033 af, Depth> 0.74"
Routed to Reach 6R : SUMMATION POINT 2

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 year Rainfall=3.10"

	Area (sf)	CN	Description
*	4,790	98	IMPERVIOUS
	5,898	55	Woods, Good, HSG B
	4,750	70	Woods, Good, HSG C
	3,665	61	>75% Grass cover, Good, HSG B
	4,440	74	>75% Grass cover, Good, HSG C
	23,543	71	Weighted Average
	18,753		79.65% Pervious Area
	4,790		20.35% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 5S: SC 5

Runoff = 0.41 cfs @ 12.08 hrs, Volume= 0.027 af, Depth> 1.35"
Routed to Reach SP 1 : SUMMATION POINT 1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 year Rainfall=3.10"

	Area (sf)	CN	Description
*	4,215	98	IMPERVIOUS
	670	55	Woods, Good, HSG B
	444	61	>75% Grass cover, Good, HSG B
	5,086	74	>75% Grass cover, Good, HSG C
	10,415	82	Weighted Average
	6,200		59.53% Pervious Area
	4,215		40.47% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Reach 6R: SUMMATION POINT 2

Inflow Area = 0.540 ac, 20.35% Impervious, Inflow Depth > 0.74" for 2 year event
Inflow = 0.47 cfs @ 12.09 hrs, Volume= 0.033 af
Outflow = 0.47 cfs @ 12.09 hrs, Volume= 0.033 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Reach SP 1: SUMMATION POINT 1

Inflow Area = 1.070 ac, 71.82% Impervious, Inflow Depth > 2.08" for 2 year event
Inflow = 2.69 cfs @ 12.07 hrs, Volume= 0.186 af
Outflow = 2.69 cfs @ 12.07 hrs, Volume= 0.186 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond E1: CB E1

Inflow Area = 0.402 ac, 72.93% Impervious, Inflow Depth > 2.13" for 2 year event
Inflow = 1.05 cfs @ 12.07 hrs, Volume= 0.071 af
Primary = 1.05 cfs @ 12.07 hrs, Volume= 0.071 af, Atten= 0%, Lag= 0.0 min
Routed to Pond E2 : CB E2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond E2: CB E2

Inflow Area = 0.831 ac, 80.84% Impervious, Inflow Depth > 2.29" for 2 year event
Inflow = 2.28 cfs @ 12.07 hrs, Volume= 0.159 af
Primary = 2.28 cfs @ 12.07 hrs, Volume= 0.159 af, Atten= 0%, Lag= 0.0 min
Routed to Reach SP 1 : SUMMATION POINT 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond E3: CB E3

Inflow Area = 0.310 ac, 90.52% Impervious, Inflow Depth > 2.50" for 2 year event
Inflow = 0.90 cfs @ 12.07 hrs, Volume= 0.065 af
Primary = 0.90 cfs @ 12.07 hrs, Volume= 0.065 af, Atten= 0%, Lag= 0.0 min
Routed to Pond E2 : CB E2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: SC 1 Runoff Area=17,507 sf 72.93% Impervious Runoff Depth>3.50"
Tc=5.0 min CN=92 Runoff=1.67 cfs 0.117 af

Subcatchment2S: SC 2 Runoff Area=5,205 sf 82.34% Impervious Runoff Depth>3.70"
Tc=5.0 min CN=94 Runoff=0.52 cfs 0.037 af

Subcatchment3S: SC 3 Runoff Area=13,485 sf 90.52% Impervious Runoff Depth>3.89"
Tc=5.0 min CN=96 Runoff=1.37 cfs 0.100 af

Subcatchment4S: SC 4 Runoff Area=23,543 sf 20.35% Impervious Runoff Depth>1.67"
Tc=5.0 min CN=71 Runoff=1.13 cfs 0.075 af

Subcatchment5S: SC 5 Runoff Area=10,415 sf 40.47% Impervious Runoff Depth>2.55"
Tc=5.0 min CN=82 Runoff=0.76 cfs 0.051 af

Reach 6R: SUMMATION POINT 2 Inflow=1.13 cfs 0.075 af
Outflow=1.13 cfs 0.075 af

Reach SP 1: SUMMATION POINT 1 Inflow=4.33 cfs 0.305 af
Outflow=4.33 cfs 0.305 af

Pond E1: CB E1 Inflow=1.67 cfs 0.117 af
Primary=1.67 cfs 0.117 af

Pond E2: CB E2 Inflow=3.56 cfs 0.254 af
Primary=3.56 cfs 0.254 af

Pond E3: CB E3 Inflow=1.37 cfs 0.100 af
Primary=1.37 cfs 0.100 af

Total Runoff Area = 1.611 ac Runoff Volume = 0.380 af Average Runoff Depth = 2.83"
45.46% Pervious = 0.732 ac 54.54% Impervious = 0.878 ac

Summary for Subcatchment 1S: SC 1

Runoff = 1.67 cfs @ 12.07 hrs, Volume= 0.117 af, Depth> 3.50"
Routed to Pond E1 : CB E1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 year Rainfall=4.60"

	Area (sf)	CN	Description
*	12,767	98	IMPERVIOUS
	4,740	74	>75% Grass cover, Good, HSG C
	17,507	92	Weighted Average
	4,740		27.07% Pervious Area
	12,767		72.93% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 2S: SC 2

Runoff = 0.52 cfs @ 12.07 hrs, Volume= 0.037 af, Depth> 3.70"
Routed to Pond E2 : CB E2

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 year Rainfall=4.60"

	Area (sf)	CN	Description
*	4,286	98	IMPERVIOUS
	919	74	>75% Grass cover, Good, HSG C
	5,205	94	Weighted Average
	919		17.66% Pervious Area
	4,286		82.34% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 3S: SC 3

Runoff = 1.37 cfs @ 12.07 hrs, Volume= 0.100 af, Depth> 3.89"
Routed to Pond E3 : CB E3

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 year Rainfall=4.60"

	Area (sf)	CN	Description
*	12,207	98	IMPERVIOUS
	1,278	74	>75% Grass cover, Good, HSG C
	13,485	96	Weighted Average
	1,278		9.48% Pervious Area
	12,207		90.52% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 4S: SC 4

Runoff = 1.13 cfs @ 12.08 hrs, Volume= 0.075 af, Depth> 1.67"
Routed to Reach 6R : SUMMATION POINT 2

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 year Rainfall=4.60"

	Area (sf)	CN	Description
*	4,790	98	IMPERVIOUS
	5,898	55	Woods, Good, HSG B
	4,750	70	Woods, Good, HSG C
	3,665	61	>75% Grass cover, Good, HSG B
	4,440	74	>75% Grass cover, Good, HSG C
	23,543	71	Weighted Average
	18,753		79.65% Pervious Area
	4,790		20.35% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 5S: SC 5

Runoff = 0.76 cfs @ 12.08 hrs, Volume= 0.051 af, Depth> 2.55"
Routed to Reach SP 1 : SUMMATION POINT 1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 year Rainfall=4.60"

	Area (sf)	CN	Description
*	4,215	98	IMPERVIOUS
	670	55	Woods, Good, HSG B
	444	61	>75% Grass cover, Good, HSG B
	5,086	74	>75% Grass cover, Good, HSG C
	10,415	82	Weighted Average
	6,200		59.53% Pervious Area
	4,215		40.47% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Reach 6R: SUMMATION POINT 2

Inflow Area = 0.540 ac, 20.35% Impervious, Inflow Depth > 1.67" for 10 year event
Inflow = 1.13 cfs @ 12.08 hrs, Volume= 0.075 af
Outflow = 1.13 cfs @ 12.08 hrs, Volume= 0.075 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Reach SP 1: SUMMATION POINT 1

Inflow Area = 1.070 ac, 71.82% Impervious, Inflow Depth > 3.42" for 10 year event
Inflow = 4.33 cfs @ 12.07 hrs, Volume= 0.305 af
Outflow = 4.33 cfs @ 12.07 hrs, Volume= 0.305 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond E1: CB E1

Inflow Area = 0.402 ac, 72.93% Impervious, Inflow Depth > 3.50" for 10 year event
Inflow = 1.67 cfs @ 12.07 hrs, Volume= 0.117 af
Primary = 1.67 cfs @ 12.07 hrs, Volume= 0.117 af, Atten= 0%, Lag= 0.0 min
Routed to Pond E2 : CB E2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond E2: CB E2

Inflow Area = 0.831 ac, 80.84% Impervious, Inflow Depth > 3.67" for 10 year event
Inflow = 3.56 cfs @ 12.07 hrs, Volume= 0.254 af
Primary = 3.56 cfs @ 12.07 hrs, Volume= 0.254 af, Atten= 0%, Lag= 0.0 min
Routed to Reach SP 1 : SUMMATION POINT 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond E3: CB E3

Inflow Area = 0.310 ac, 90.52% Impervious, Inflow Depth > 3.89" for 10 year event
Inflow = 1.37 cfs @ 12.07 hrs, Volume= 0.100 af
Primary = 1.37 cfs @ 12.07 hrs, Volume= 0.100 af, Atten= 0%, Lag= 0.0 min
Routed to Pond E2 : CB E2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: SC 1 Runoff Area=17,507 sf 72.93% Impervious Runoff Depth>4.60"
Tc=5.0 min CN=92 Runoff=2.17 cfs 0.154 af

Subcatchment2S: SC 2 Runoff Area=5,205 sf 82.34% Impervious Runoff Depth>4.80"
Tc=5.0 min CN=94 Runoff=0.66 cfs 0.048 af

Subcatchment3S: SC 3 Runoff Area=13,485 sf 90.52% Impervious Runoff Depth>4.99"
Tc=5.0 min CN=96 Runoff=1.75 cfs 0.129 af

Subcatchment4S: SC 4 Runoff Area=23,543 sf 20.35% Impervious Runoff Depth>2.54"
Tc=5.0 min CN=71 Runoff=1.73 cfs 0.114 af

Subcatchment5S: SC 5 Runoff Area=10,415 sf 40.47% Impervious Runoff Depth>3.57"
Tc=5.0 min CN=82 Runoff=1.06 cfs 0.071 af

Reach 6R: SUMMATION POINT 2 Inflow=1.73 cfs 0.114 af
Outflow=1.73 cfs 0.114 af

Reach SP 1: SUMMATION POINT 1 Inflow=5.64 cfs 0.402 af
Outflow=5.64 cfs 0.402 af

Pond E1: CB E1 Inflow=2.17 cfs 0.154 af
Primary=2.17 cfs 0.154 af

Pond E2: CB E2 Inflow=4.58 cfs 0.331 af
Primary=4.58 cfs 0.331 af

Pond E3: CB E3 Inflow=1.75 cfs 0.129 af
Primary=1.75 cfs 0.129 af

Total Runoff Area = 1.611 ac Runoff Volume = 0.516 af Average Runoff Depth = 3.85"
45.46% Pervious = 0.732 ac 54.54% Impervious = 0.878 ac

Summary for Subcatchment 1S: SC 1

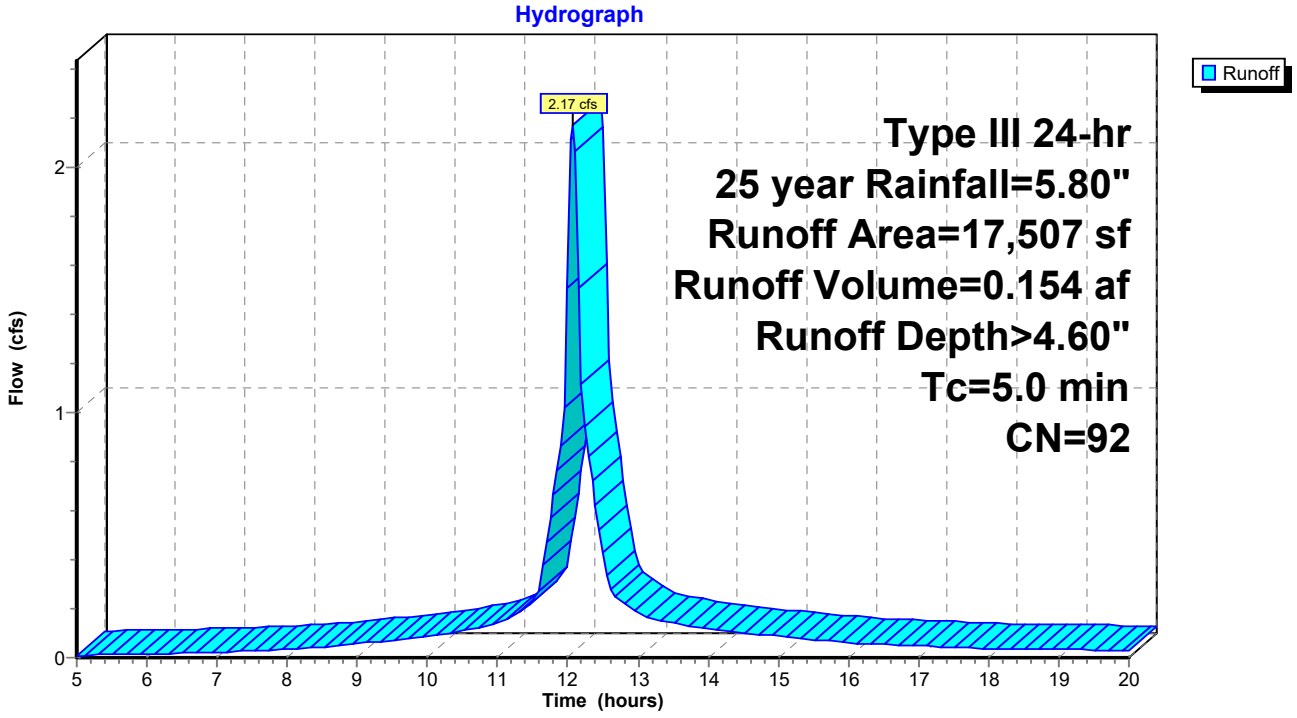
Runoff = 2.17 cfs @ 12.07 hrs, Volume= 0.154 af, Depth> 4.60"
Routed to Pond E1 : CB E1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 year Rainfall=5.80"

	Area (sf)	CN	Description
*	12,767	98	IMPERVIOUS
	4,740	74	>75% Grass cover, Good, HSG C
	17,507	92	Weighted Average
	4,740		27.07% Pervious Area
	12,767		72.93% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Subcatchment 1S: SC 1



Summary for Subcatchment 2S: SC 2

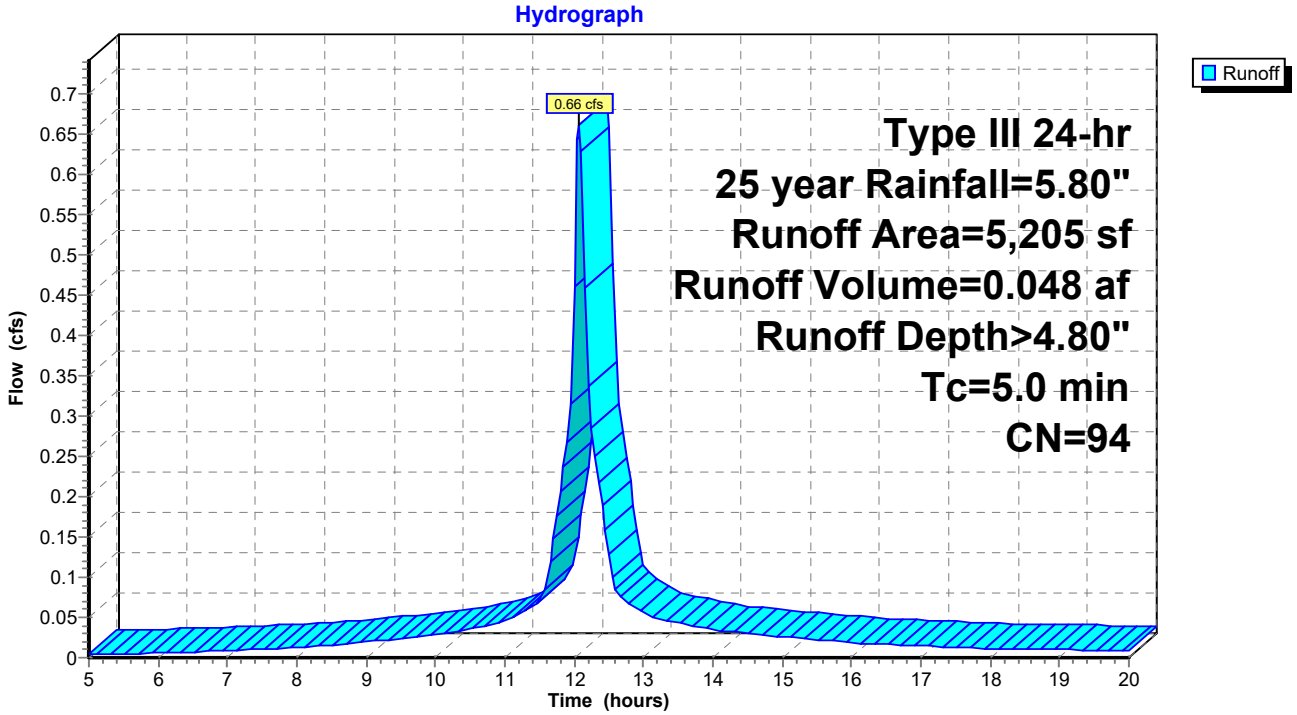
Runoff = 0.66 cfs @ 12.07 hrs, Volume= 0.048 af, Depth> 4.80"
Routed to Pond E2 : CB E2

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 year Rainfall=5.80"

	Area (sf)	CN	Description
*	4,286	98	IMPERVIOUS
	919	74	>75% Grass cover, Good, HSG C
	5,205	94	Weighted Average
	919		17.66% Pervious Area
	4,286		82.34% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Subcatchment 2S: SC 2



Summary for Subcatchment 3S: SC 3

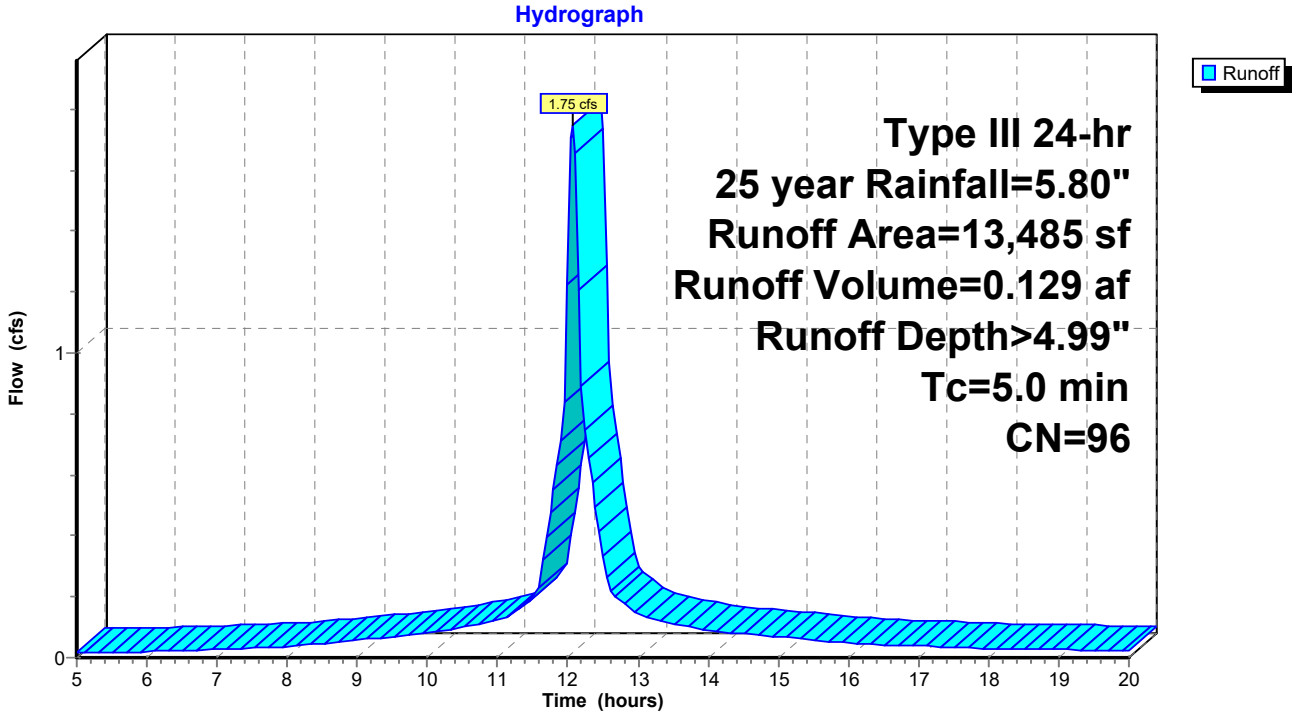
Runoff = 1.75 cfs @ 12.07 hrs, Volume= 0.129 af, Depth> 4.99"
Routed to Pond E3 : CB E3

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 year Rainfall=5.80"

	Area (sf)	CN	Description
*	12,207	98	IMPERVIOUS
	1,278	74	>75% Grass cover, Good, HSG C
	13,485	96	Weighted Average
	1,278		9.48% Pervious Area
	12,207		90.52% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Subcatchment 3S: SC 3



Summary for Subcatchment 4S: SC 4

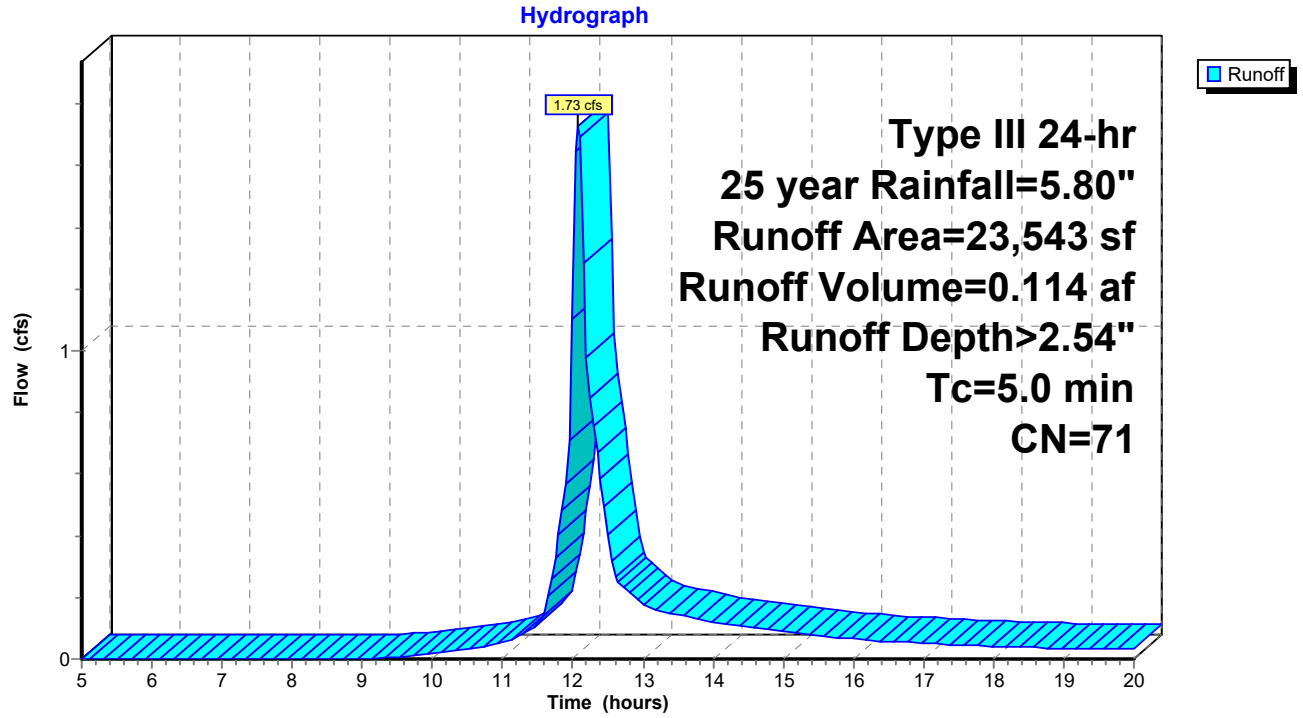
Runoff = 1.73 cfs @ 12.08 hrs, Volume= 0.114 af, Depth> 2.54"
Routed to Reach 6R : SUMMATION POINT 2

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 year Rainfall=5.80"

	Area (sf)	CN	Description
*	4,790	98	IMPERVIOUS
	5,898	55	Woods, Good, HSG B
	4,750	70	Woods, Good, HSG C
	3,665	61	>75% Grass cover, Good, HSG B
	4,440	74	>75% Grass cover, Good, HSG C
	23,543	71	Weighted Average
	18,753		79.65% Pervious Area
	4,790		20.35% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Subcatchment 4S: SC 4



Summary for Subcatchment 5S: SC 5

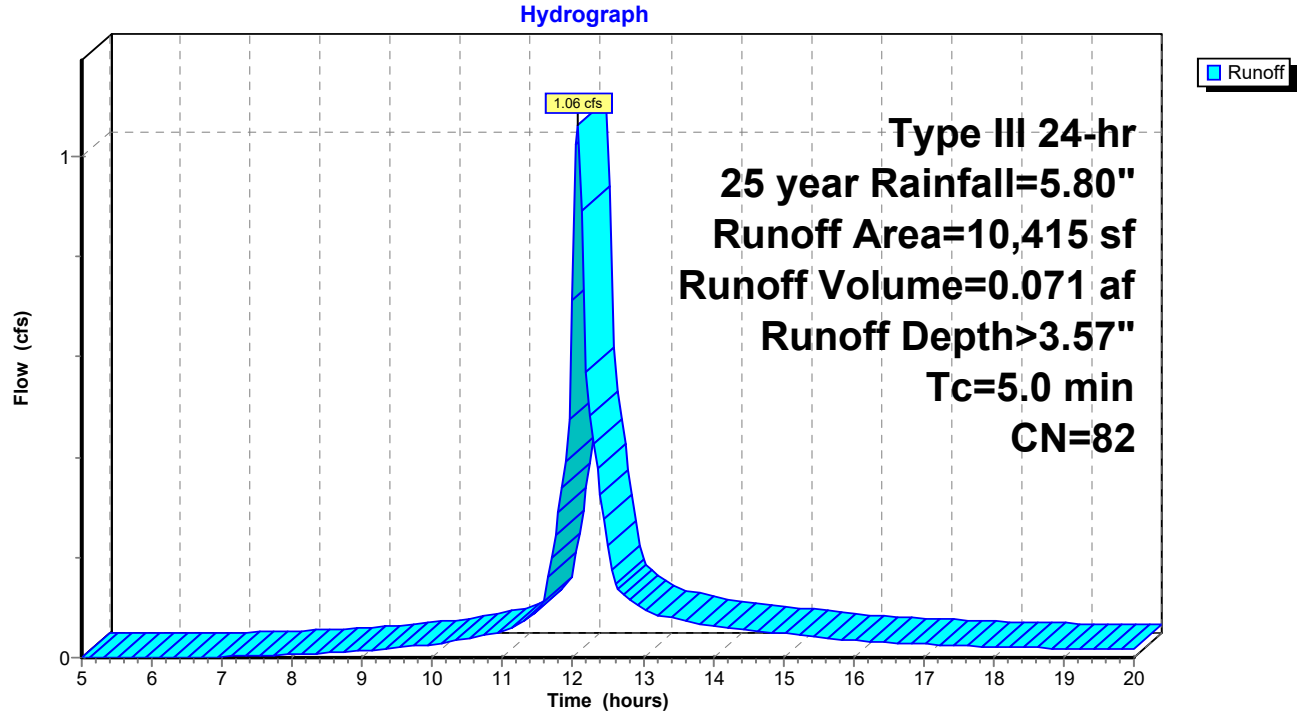
Runoff = 1.06 cfs @ 12.07 hrs, Volume= 0.071 af, Depth> 3.57"
Routed to Reach SP 1 : SUMMATION POINT 1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 year Rainfall=5.80"

	Area (sf)	CN	Description
*	4,215	98	IMPERVIOUS
	670	55	Woods, Good, HSG B
	444	61	>75% Grass cover, Good, HSG B
	5,086	74	>75% Grass cover, Good, HSG C
	10,415	82	Weighted Average
	6,200		59.53% Pervious Area
	4,215		40.47% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Subcatchment 5S: SC 5

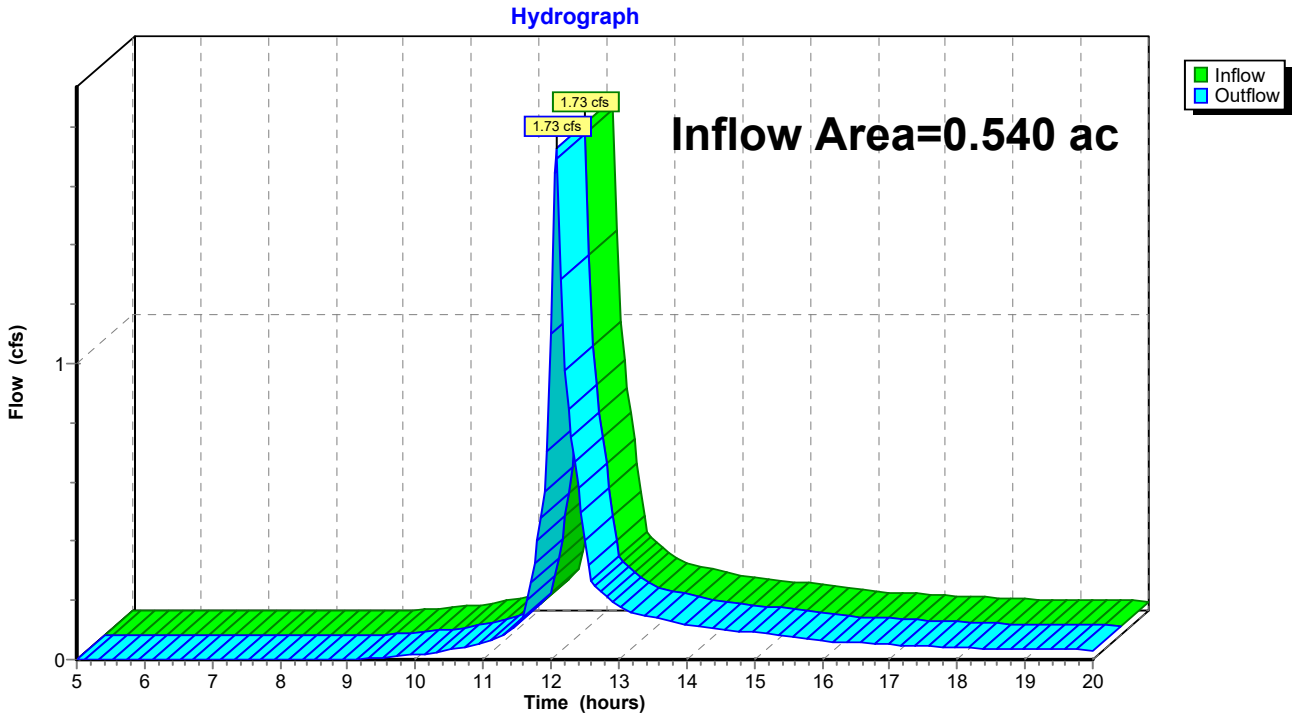


Summary for Reach 6R: SUMMATION POINT 2

Inflow Area = 0.540 ac, 20.35% Impervious, Inflow Depth > 2.54" for 25 year event
Inflow = 1.73 cfs @ 12.08 hrs, Volume= 0.114 af
Outflow = 1.73 cfs @ 12.08 hrs, Volume= 0.114 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Reach 6R: SUMMATION POINT 2

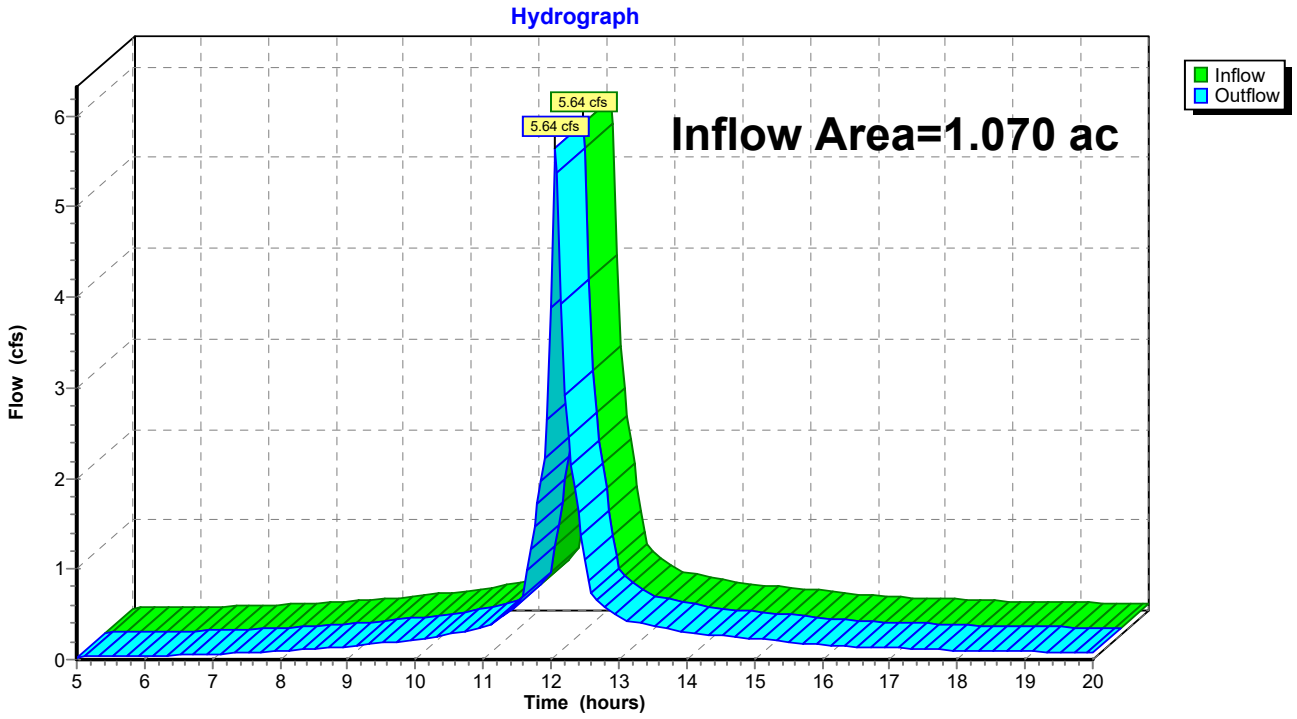


Summary for Reach SP 1: SUMMATION POINT 1

Inflow Area = 1.070 ac, 71.82% Impervious, Inflow Depth > 4.51" for 25 year event
Inflow = 5.64 cfs @ 12.07 hrs, Volume= 0.402 af
Outflow = 5.64 cfs @ 12.07 hrs, Volume= 0.402 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Reach SP 1: SUMMATION POINT 1

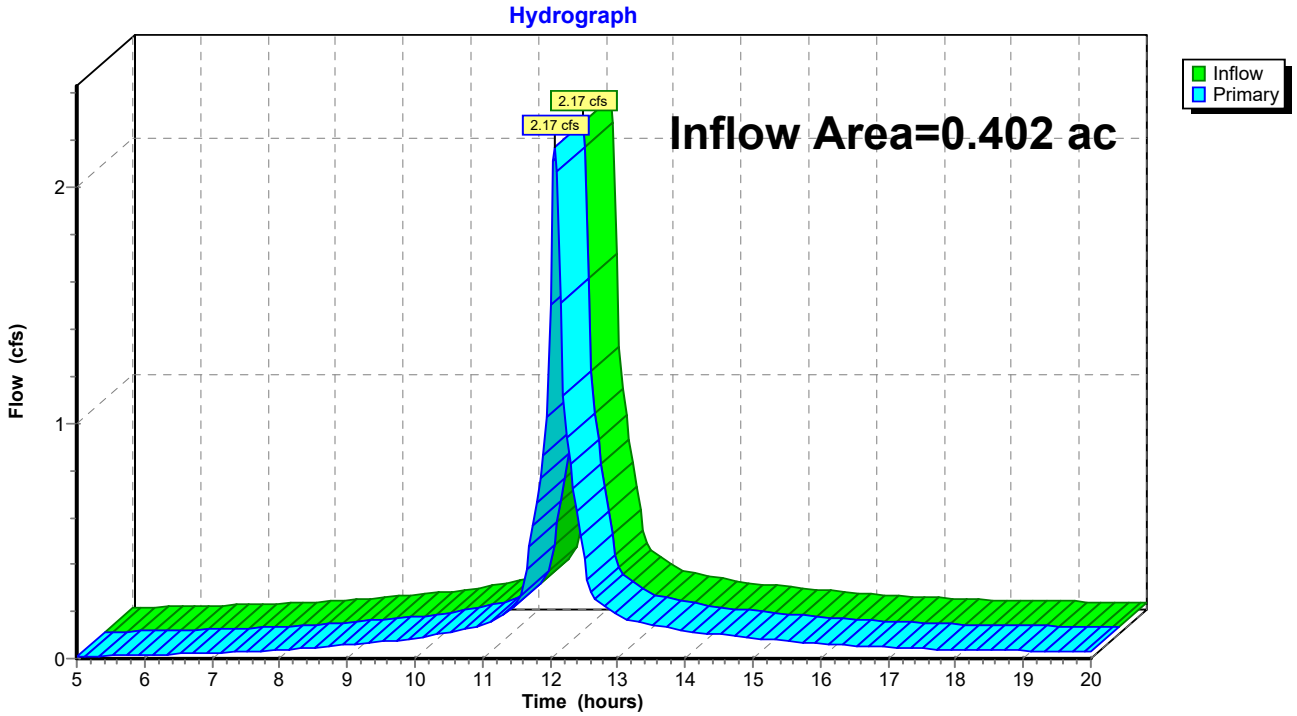


Summary for Pond E1: CB E1

Inflow Area = 0.402 ac, 72.93% Impervious, Inflow Depth > 4.60" for 25 year event
Inflow = 2.17 cfs @ 12.07 hrs, Volume= 0.154 af
Primary = 2.17 cfs @ 12.07 hrs, Volume= 0.154 af, Atten= 0%, Lag= 0.0 min
Routed to Pond E2 : CB E2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Pond E1: CB E1

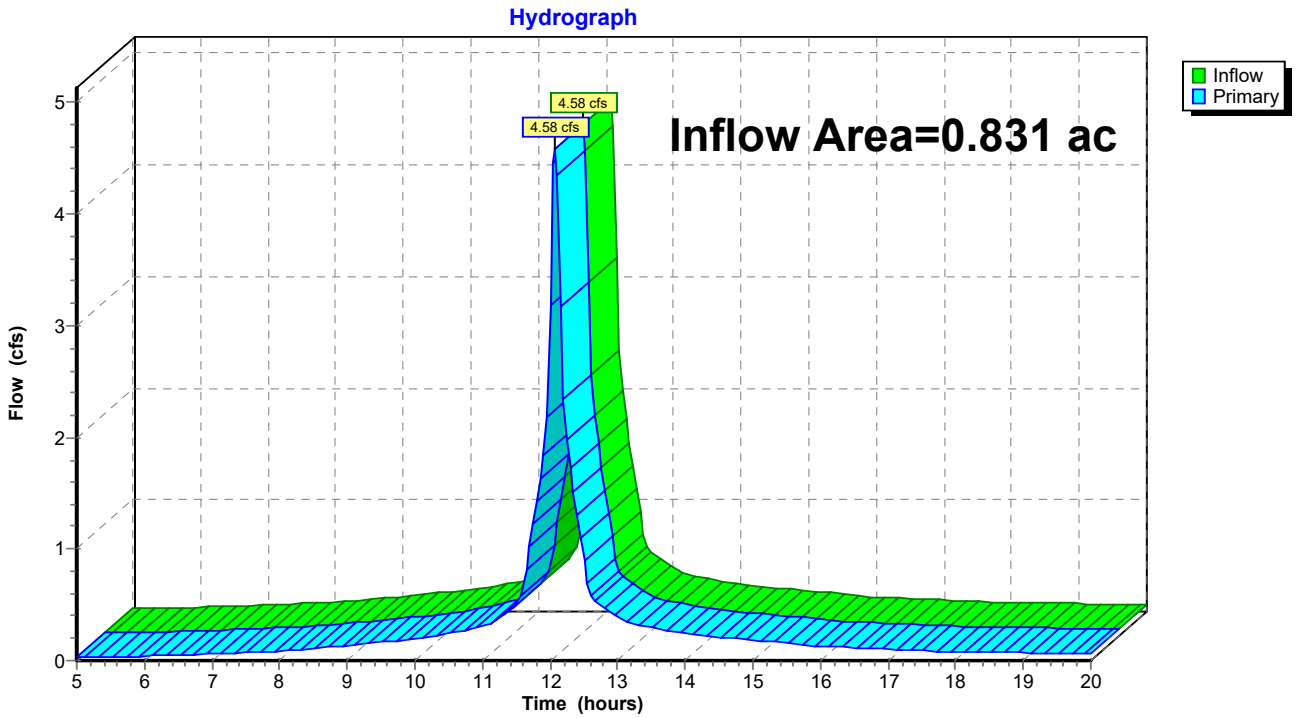


Summary for Pond E2: CB E2

Inflow Area = 0.831 ac, 80.84% Impervious, Inflow Depth > 4.78" for 25 year event
Inflow = 4.58 cfs @ 12.07 hrs, Volume= 0.331 af
Primary = 4.58 cfs @ 12.07 hrs, Volume= 0.331 af, Atten= 0%, Lag= 0.0 min
Routed to Reach SP 1 : SUMMATION POINT 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Pond E2: CB E2

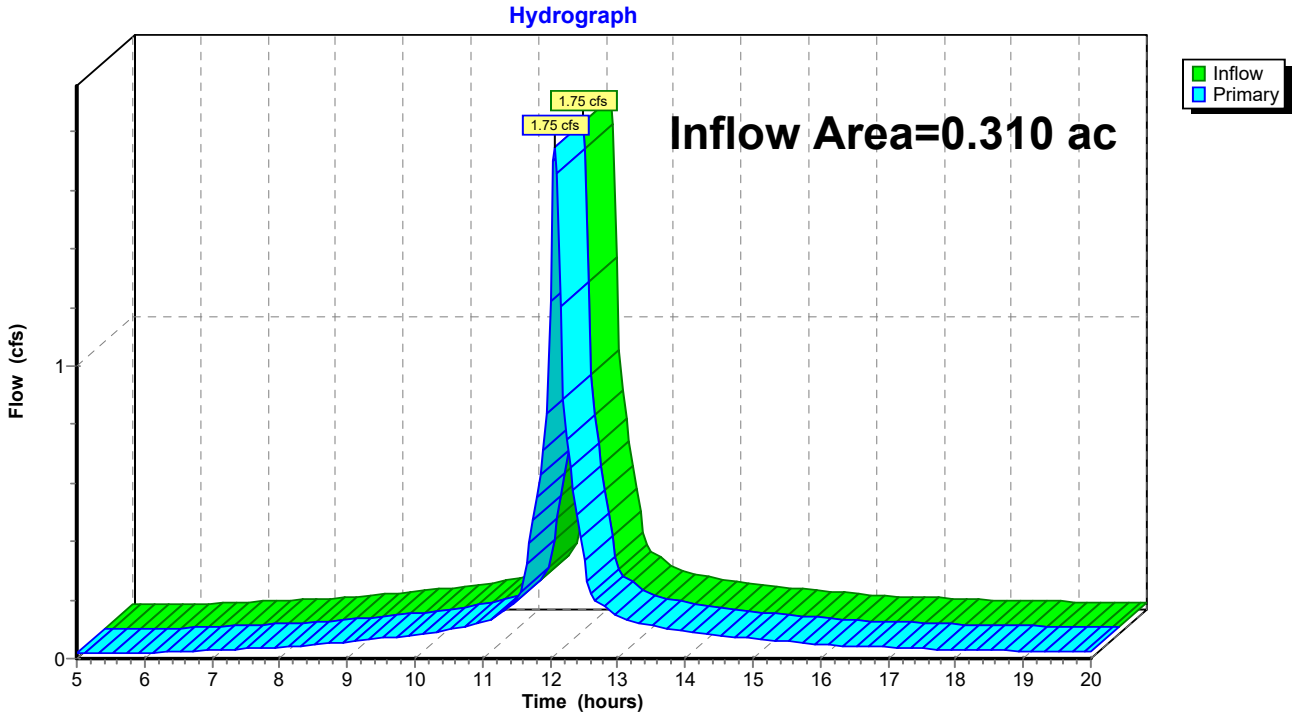


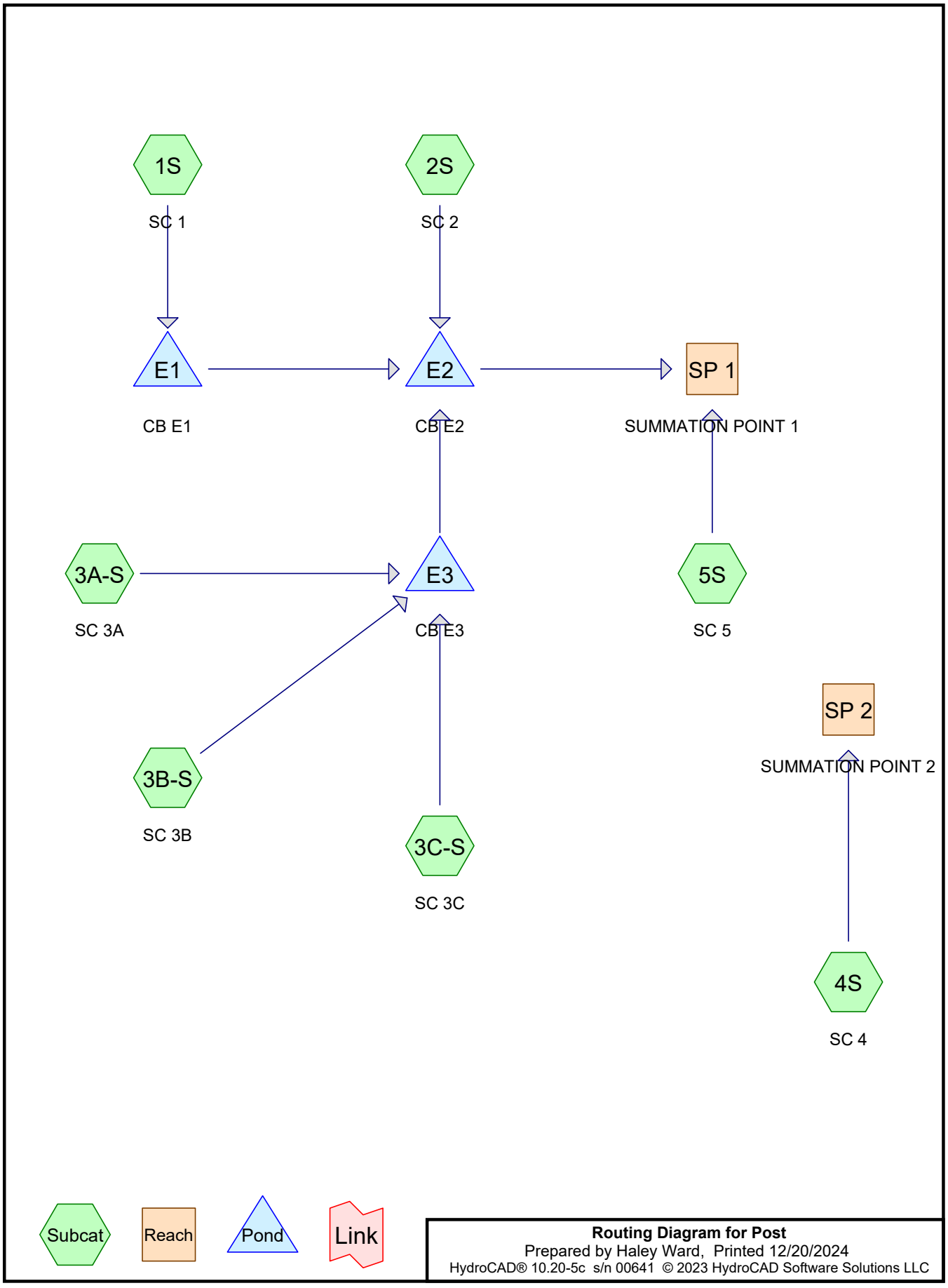
Summary for Pond E3: CB E3

Inflow Area = 0.310 ac, 90.52% Impervious, Inflow Depth > 4.99" for 25 year event
Inflow = 1.75 cfs @ 12.07 hrs, Volume= 0.129 af
Primary = 1.75 cfs @ 12.07 hrs, Volume= 0.129 af, Atten= 0%, Lag= 0.0 min
Routed to Pond E2 : CB E2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Pond E3: CB E3





Routing Diagram for Post
Prepared by Haley Ward, Printed 12/20/2024

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: SC 1 Runoff Area=21,023 sf 73.11% Impervious Runoff Depth>2.13"
Tc=5.0 min CN=92 Runoff=1.26 cfs 0.086 af

Subcatchment2S: SC 2 Runoff Area=5,206 sf 83.00% Impervious Runoff Depth>2.31"
Tc=5.0 min CN=94 Runoff=0.33 cfs 0.023 af

Subcatchment3A-S: SC 3A Runoff Area=3,413 sf 82.65% Impervious Runoff Depth>2.31"
Tc=5.0 min CN=94 Runoff=0.22 cfs 0.015 af

Subcatchment3B-S: SC 3B Runoff Area=2,829 sf 81.34% Impervious Runoff Depth>2.31"
Tc=5.0 min CN=94 Runoff=0.18 cfs 0.013 af

Subcatchment3C-S: SC 3C Runoff Area=8,239 sf 70.35% Impervious Runoff Depth>2.04"
Tc=5.0 min CN=91 Runoff=0.48 cfs 0.032 af

Subcatchment4S: SC 4 Runoff Area=19,141 sf 9.73% Impervious Runoff Depth>0.61"
Tc=5.0 min CN=68 Runoff=0.30 cfs 0.022 af

Subcatchment5S: SC 5 Runoff Area=10,304 sf 40.84% Impervious Runoff Depth>1.42"
Tc=5.0 min CN=83 Runoff=0.42 cfs 0.028 af

Reach SP 1: SUMMATION POINT 1 Inflow=2.88 cfs 0.196 af
Outflow=2.88 cfs 0.196 af

Reach SP 2: SUMMATION POINT 2 Inflow=0.30 cfs 0.022 af
Outflow=0.30 cfs 0.022 af

Pond E1: CB E1 Inflow=1.26 cfs 0.086 af
Primary=1.26 cfs 0.086 af

Pond E2: CB E2 Inflow=2.46 cfs 0.168 af
Primary=2.46 cfs 0.168 af

Pond E3: CB E3 Inflow=0.87 cfs 0.060 af
Primary=0.87 cfs 0.060 af

Total Runoff Area = 1.611 ac Runoff Volume = 0.219 af Average Runoff Depth = 1.63"
47.72% Pervious = 0.768 ac 52.28% Impervious = 0.842 ac

Summary for Subcatchment 1S: SC 1

Runoff = 1.26 cfs @ 12.07 hrs, Volume= 0.086 af, Depth> 2.13"
Routed to Pond E1 : CB E1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 year Rainfall=3.10"

	Area (sf)	CN	Description
*	15,370	98	IMPERVIOUS
	5,653	74	>75% Grass cover, Good, HSG C
	21,023	92	Weighted Average
	5,653		26.89% Pervious Area
	15,370		73.11% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 2S: SC 2

Runoff = 0.33 cfs @ 12.07 hrs, Volume= 0.023 af, Depth> 2.31"
Routed to Pond E2 : CB E2

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 year Rainfall=3.10"

	Area (sf)	CN	Description
*	4,321	98	IMPERVIOUS
	885	74	>75% Grass cover, Good, HSG C
	5,206	94	Weighted Average
	885		17.00% Pervious Area
	4,321		83.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 3A-S: SC 3A

Runoff = 0.22 cfs @ 12.07 hrs, Volume= 0.015 af, Depth> 2.31"
Routed to Pond E3 : CB E3

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 year Rainfall=3.10"

	Area (sf)	CN	Description
*	2,821	98	IMPERVIOUS
	592	74	>75% Grass cover, Good, HSG C
	3,413	94	Weighted Average
	592		17.35% Pervious Area
	2,821		82.65% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 3B-S: SC 3B

Runoff = 0.18 cfs @ 12.07 hrs, Volume= 0.013 af, Depth> 2.31"
Routed to Pond E3 : CB E3

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 year Rainfall=3.10"

	Area (sf)	CN	Description
*	2,301	98	IMPERVIOUS
	528	74	>75% Grass cover, Good, HSG C
	2,829	94	Weighted Average
	528		18.66% Pervious Area
	2,301		81.34% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 3C-S: SC 3C

Runoff = 0.48 cfs @ 12.07 hrs, Volume= 0.032 af, Depth> 2.04"
Routed to Pond E3 : CB E3

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 year Rainfall=3.10"

	Area (sf)	CN	Description
*	5,796	98	IMPERVIOUS
	2,443	74	>75% Grass cover, Good, HSG C
	8,239	91	Weighted Average
	2,443		29.65% Pervious Area
	5,796		70.35% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 4S: SC 4

Runoff = 0.30 cfs @ 12.10 hrs, Volume= 0.022 af, Depth> 0.61"
Routed to Reach SP 2 : SUMMATION POINT 2

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 year Rainfall=3.10"

	Area (sf)	CN	Description
*	1,863	98	IMPERVIOUS
	4,750	55	Woods, Good, HSG B
	4,502	70	Woods, Good, HSG C
	3,721	61	>75% Grass cover, Good, HSG B
	4,305	74	>75% Grass cover, Good, HSG C
	19,141	68	Weighted Average
	17,278		90.27% Pervious Area
	1,863		9.73% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 5S: SC 5

Runoff = 0.42 cfs @ 12.08 hrs, Volume= 0.028 af, Depth> 1.42"
Routed to Reach SP 1 : SUMMATION POINT 1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 year Rainfall=3.10"

	Area (sf)	CN	Description
*	4,208	98	IMPERVIOUS
	670	70	Woods, Good, HSG C
	445	61	>75% Grass cover, Good, HSG B
	4,981	74	>75% Grass cover, Good, HSG C
	10,304	83	Weighted Average
	6,096		59.16% Pervious Area
	4,208		40.84% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Reach SP 1: SUMMATION POINT 1

Inflow Area = 1.171 ac, 68.25% Impervious, Inflow Depth > 2.01" for 2 year event
Inflow = 2.88 cfs @ 12.07 hrs, Volume= 0.196 af
Outflow = 2.88 cfs @ 12.07 hrs, Volume= 0.196 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Reach SP 2: SUMMATION POINT 2

Inflow Area = 0.439 ac, 9.73% Impervious, Inflow Depth > 0.61" for 2 year event
Inflow = 0.30 cfs @ 12.10 hrs, Volume= 0.022 af
Outflow = 0.30 cfs @ 12.10 hrs, Volume= 0.022 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond E1: CB E1

Inflow Area = 0.483 ac, 73.11% Impervious, Inflow Depth > 2.13" for 2 year event
Inflow = 1.26 cfs @ 12.07 hrs, Volume= 0.086 af
Primary = 1.26 cfs @ 12.07 hrs, Volume= 0.086 af, Atten= 0%, Lag= 0.0 min
Routed to Pond E2 : CB E2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond E2: CB E2

Inflow Area = 0.935 ac, 75.19% Impervious, Inflow Depth > 2.16" for 2 year event
Inflow = 2.46 cfs @ 12.07 hrs, Volume= 0.168 af
Primary = 2.46 cfs @ 12.07 hrs, Volume= 0.168 af, Atten= 0%, Lag= 0.0 min
Routed to Reach SP 1 : SUMMATION POINT 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond E3: CB E3

Inflow Area = 0.332 ac, 75.40% Impervious, Inflow Depth > 2.16" for 2 year event
Inflow = 0.87 cfs @ 12.07 hrs, Volume= 0.060 af
Primary = 0.87 cfs @ 12.07 hrs, Volume= 0.060 af, Atten= 0%, Lag= 0.0 min
Routed to Pond E2 : CB E2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: SC 1 Runoff Area=21,023 sf 73.11% Impervious Runoff Depth>3.50"
Tc=5.0 min CN=92 Runoff=2.01 cfs 0.141 af

Subcatchment2S: SC 2 Runoff Area=5,206 sf 83.00% Impervious Runoff Depth>3.70"
Tc=5.0 min CN=94 Runoff=0.52 cfs 0.037 af

Subcatchment3A-S: SC 3A Runoff Area=3,413 sf 82.65% Impervious Runoff Depth>3.70"
Tc=5.0 min CN=94 Runoff=0.34 cfs 0.024 af

Subcatchment3B-S: SC 3B Runoff Area=2,829 sf 81.34% Impervious Runoff Depth>3.70"
Tc=5.0 min CN=94 Runoff=0.28 cfs 0.020 af

Subcatchment3C-S: SC 3C Runoff Area=8,239 sf 70.35% Impervious Runoff Depth>3.40"
Tc=5.0 min CN=91 Runoff=0.77 cfs 0.054 af

Subcatchment4S: SC 4 Runoff Area=19,141 sf 9.73% Impervious Runoff Depth>1.46"
Tc=5.0 min CN=68 Runoff=0.80 cfs 0.054 af

Subcatchment5S: SC 5 Runoff Area=10,304 sf 40.84% Impervious Runoff Depth>2.64"
Tc=5.0 min CN=83 Runoff=0.78 cfs 0.052 af

Reach SP 1: SUMMATION POINT 1 Inflow=4.70 cfs 0.327 af
Outflow=4.70 cfs 0.327 af

Reach SP 2: SUMMATION POINT 2 Inflow=0.80 cfs 0.054 af
Outflow=0.80 cfs 0.054 af

Pond E1: CB E1 Inflow=2.01 cfs 0.141 af
Primary=2.01 cfs 0.141 af

Pond E2: CB E2 Inflow=3.92 cfs 0.275 af
Primary=3.92 cfs 0.275 af

Pond E3: CB E3 Inflow=1.39 cfs 0.098 af
Primary=1.39 cfs 0.098 af

Total Runoff Area = 1.611 ac Runoff Volume = 0.381 af Average Runoff Depth = 2.84"
47.72% Pervious = 0.768 ac 52.28% Impervious = 0.842 ac

Summary for Subcatchment 1S: SC 1

Runoff = 2.01 cfs @ 12.07 hrs, Volume= 0.141 af, Depth> 3.50"
Routed to Pond E1 : CB E1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 year Rainfall=4.60"

	Area (sf)	CN	Description
*	15,370	98	IMPERVIOUS
	5,653	74	>75% Grass cover, Good, HSG C
	21,023	92	Weighted Average
	5,653		26.89% Pervious Area
	15,370		73.11% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 2S: SC 2

Runoff = 0.52 cfs @ 12.07 hrs, Volume= 0.037 af, Depth> 3.70"
Routed to Pond E2 : CB E2

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 year Rainfall=4.60"

	Area (sf)	CN	Description
*	4,321	98	IMPERVIOUS
	885	74	>75% Grass cover, Good, HSG C
	5,206	94	Weighted Average
	885		17.00% Pervious Area
	4,321		83.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 3A-S: SC 3A

Runoff = 0.34 cfs @ 12.07 hrs, Volume= 0.024 af, Depth> 3.70"
Routed to Pond E3 : CB E3

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 year Rainfall=4.60"

	Area (sf)	CN	Description
*	2,821	98	IMPERVIOUS
	592	74	>75% Grass cover, Good, HSG C
	3,413	94	Weighted Average
	592		17.35% Pervious Area
	2,821		82.65% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 3B-S: SC 3B

Runoff = 0.28 cfs @ 12.07 hrs, Volume= 0.020 af, Depth> 3.70"
Routed to Pond E3 : CB E3

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 year Rainfall=4.60"

	Area (sf)	CN	Description
*	2,301	98	IMPERVIOUS
	528	74	>75% Grass cover, Good, HSG C
	2,829	94	Weighted Average
	528		18.66% Pervious Area
	2,301		81.34% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 3C-S: SC 3C

Runoff = 0.77 cfs @ 12.07 hrs, Volume= 0.054 af, Depth> 3.40"
Routed to Pond E3 : CB E3

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 year Rainfall=4.60"

	Area (sf)	CN	Description
*	5,796	98	IMPERVIOUS
	2,443	74	>75% Grass cover, Good, HSG C
	8,239	91	Weighted Average
	2,443		29.65% Pervious Area
	5,796		70.35% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 4S: SC 4

Runoff = 0.80 cfs @ 12.09 hrs, Volume= 0.054 af, Depth> 1.46"
Routed to Reach SP 2 : SUMMATION POINT 2

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 year Rainfall=4.60"

	Area (sf)	CN	Description
*	1,863	98	IMPERVIOUS
	4,750	55	Woods, Good, HSG B
	4,502	70	Woods, Good, HSG C
	3,721	61	>75% Grass cover, Good, HSG B
	4,305	74	>75% Grass cover, Good, HSG C
	19,141	68	Weighted Average
	17,278		90.27% Pervious Area
	1,863		9.73% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Subcatchment 5S: SC 5

Runoff = 0.78 cfs @ 12.08 hrs, Volume= 0.052 af, Depth> 2.64"
Routed to Reach SP 1 : SUMMATION POINT 1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 year Rainfall=4.60"

	Area (sf)	CN	Description
*	4,208	98	IMPERVIOUS
	670	70	Woods, Good, HSG C
	445	61	>75% Grass cover, Good, HSG B
	4,981	74	>75% Grass cover, Good, HSG C
	10,304	83	Weighted Average
	6,096		59.16% Pervious Area
	4,208		40.84% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Summary for Reach SP 1: SUMMATION POINT 1

Inflow Area = 1.171 ac, 68.25% Impervious, Inflow Depth > 3.35" for 10 year event
Inflow = 4.70 cfs @ 12.07 hrs, Volume= 0.327 af
Outflow = 4.70 cfs @ 12.07 hrs, Volume= 0.327 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Reach SP 2: SUMMATION POINT 2

Inflow Area = 0.439 ac, 9.73% Impervious, Inflow Depth > 1.46" for 10 year event
Inflow = 0.80 cfs @ 12.09 hrs, Volume= 0.054 af
Outflow = 0.80 cfs @ 12.09 hrs, Volume= 0.054 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond E1: CB E1

Inflow Area = 0.483 ac, 73.11% Impervious, Inflow Depth > 3.50" for 10 year event
Inflow = 2.01 cfs @ 12.07 hrs, Volume= 0.141 af
Primary = 2.01 cfs @ 12.07 hrs, Volume= 0.141 af, Atten= 0%, Lag= 0.0 min
Routed to Pond E2 : CB E2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond E2: CB E2

Inflow Area = 0.935 ac, 75.19% Impervious, Inflow Depth > 3.53" for 10 year event
Inflow = 3.92 cfs @ 12.07 hrs, Volume= 0.275 af
Primary = 3.92 cfs @ 12.07 hrs, Volume= 0.275 af, Atten= 0%, Lag= 0.0 min
Routed to Reach SP 1 : SUMMATION POINT 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond E3: CB E3

Inflow Area = 0.332 ac, 75.40% Impervious, Inflow Depth > 3.53" for 10 year event
Inflow = 1.39 cfs @ 12.07 hrs, Volume= 0.098 af
Primary = 1.39 cfs @ 12.07 hrs, Volume= 0.098 af, Atten= 0%, Lag= 0.0 min
Routed to Pond E2 : CB E2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: SC 1 Runoff Area=21,023 sf 73.11% Impervious Runoff Depth>4.60"
Tc=5.0 min CN=92 Runoff=2.61 cfs 0.185 af

Subcatchment2S: SC 2 Runoff Area=5,206 sf 83.00% Impervious Runoff Depth>4.80"
Tc=5.0 min CN=94 Runoff=0.66 cfs 0.048 af

Subcatchment3A-S: SC 3A Runoff Area=3,413 sf 82.65% Impervious Runoff Depth>4.80"
Tc=5.0 min CN=94 Runoff=0.43 cfs 0.031 af

Subcatchment3B-S: SC 3B Runoff Area=2,829 sf 81.34% Impervious Runoff Depth>4.80"
Tc=5.0 min CN=94 Runoff=0.36 cfs 0.026 af

Subcatchment3C-S: SC 3C Runoff Area=8,239 sf 70.35% Impervious Runoff Depth>4.50"
Tc=5.0 min CN=91 Runoff=1.01 cfs 0.071 af

Subcatchment4S: SC 4 Runoff Area=19,141 sf 9.73% Impervious Runoff Depth>2.28"
Tc=5.0 min CN=68 Runoff=1.26 cfs 0.083 af

Subcatchment5S: SC 5 Runoff Area=10,304 sf 40.84% Impervious Runoff Depth>3.67"
Tc=5.0 min CN=83 Runoff=1.08 cfs 0.072 af

Reach SP 1: SUMMATION POINT 1 Inflow=6.15 cfs 0.434 af
Outflow=6.15 cfs 0.434 af

Reach SP 2: SUMMATION POINT 2 Inflow=1.26 cfs 0.083 af
Outflow=1.26 cfs 0.083 af

Pond E1: CB E1 Inflow=2.61 cfs 0.185 af
Primary=2.61 cfs 0.185 af

Pond E2: CB E2 Inflow=5.07 cfs 0.361 af
Primary=5.07 cfs 0.361 af

Pond E3: CB E3 Inflow=1.80 cfs 0.128 af
Primary=1.80 cfs 0.128 af

Total Runoff Area = 1.611 ac Runoff Volume = 0.517 af Average Runoff Depth = 3.85"
47.72% Pervious = 0.768 ac 52.28% Impervious = 0.842 ac

Summary for Subcatchment 1S: SC 1

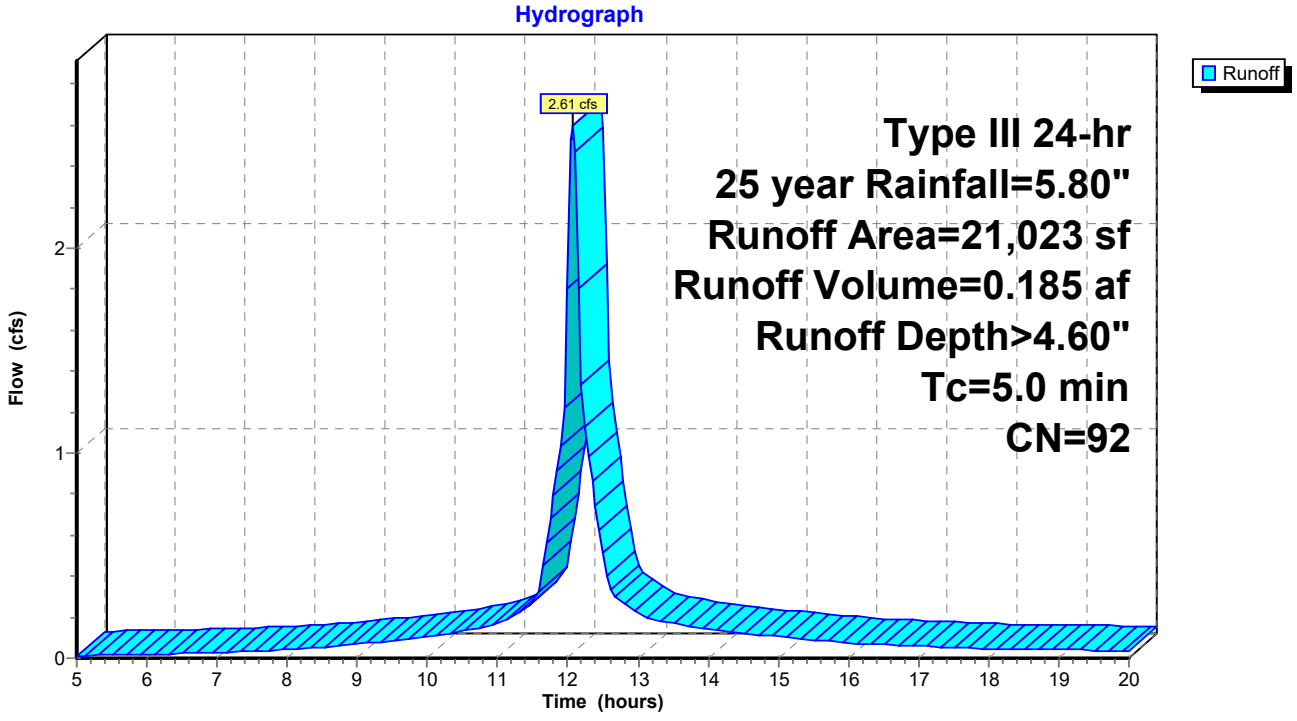
Runoff = 2.61 cfs @ 12.07 hrs, Volume= 0.185 af, Depth> 4.60"
Routed to Pond E1 : CB E1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 year Rainfall=5.80"

	Area (sf)	CN	Description
*	15,370	98	IMPERVIOUS
	5,653	74	>75% Grass cover, Good, HSG C
	21,023	92	Weighted Average
	5,653		26.89% Pervious Area
	15,370		73.11% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Subcatchment 1S: SC 1



Summary for Subcatchment 2S: SC 2

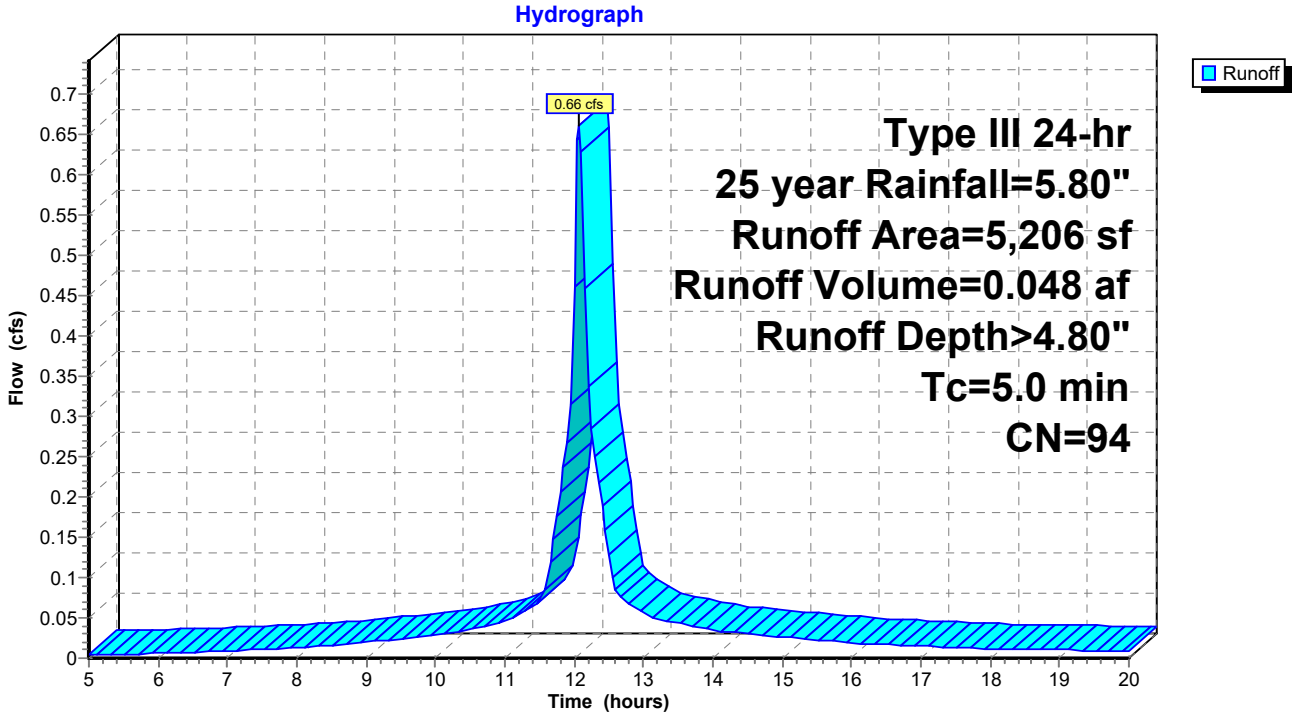
Runoff = 0.66 cfs @ 12.07 hrs, Volume= 0.048 af, Depth> 4.80"
Routed to Pond E2 : CB E2

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 year Rainfall=5.80"

	Area (sf)	CN	Description
*	4,321	98	IMPERVIOUS
	885	74	>75% Grass cover, Good, HSG C
	5,206	94	Weighted Average
	885		17.00% Pervious Area
	4,321		83.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Subcatchment 2S: SC 2



Summary for Subcatchment 3A-S: SC 3A

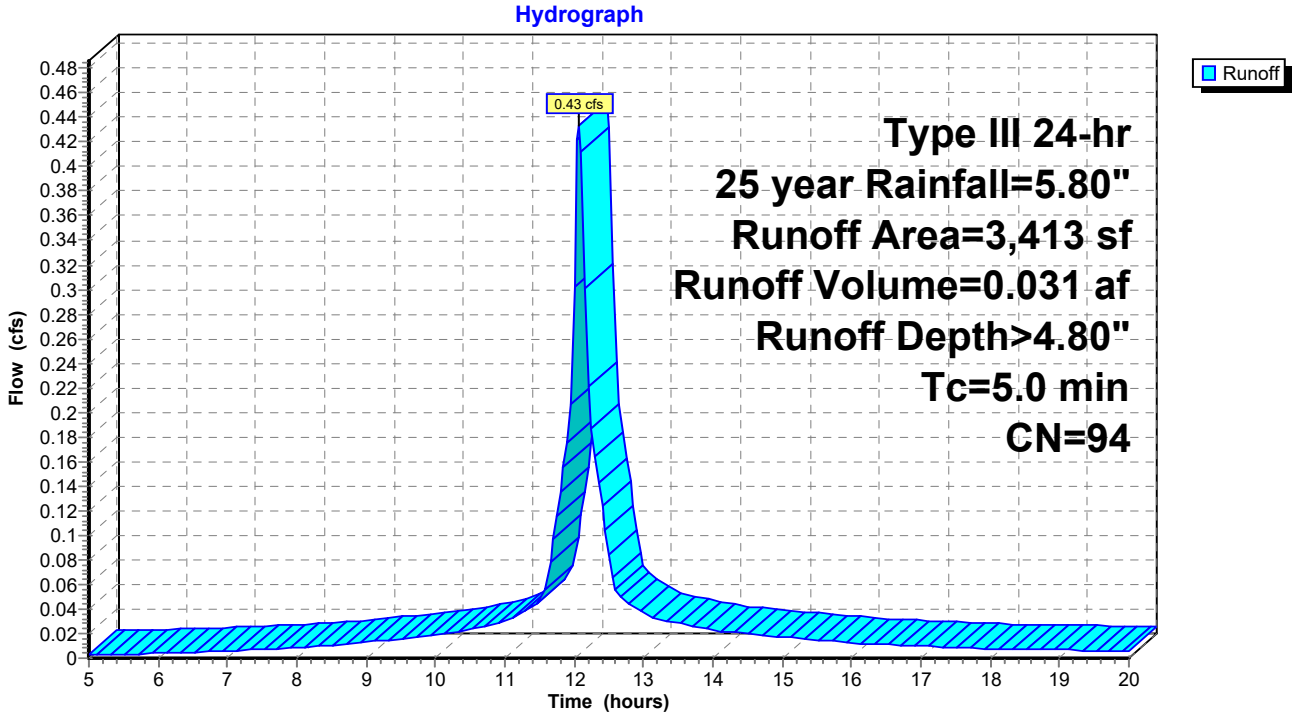
Runoff = 0.43 cfs @ 12.07 hrs, Volume= 0.031 af, Depth> 4.80"
Routed to Pond E3 : CB E3

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 year Rainfall=5.80"

	Area (sf)	CN	Description
*	2,821	98	IMPERVIOUS
	592	74	>75% Grass cover, Good, HSG C
	3,413	94	Weighted Average
	592		17.35% Pervious Area
	2,821		82.65% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Subcatchment 3A-S: SC 3A



Summary for Subcatchment 3B-S: SC 3B

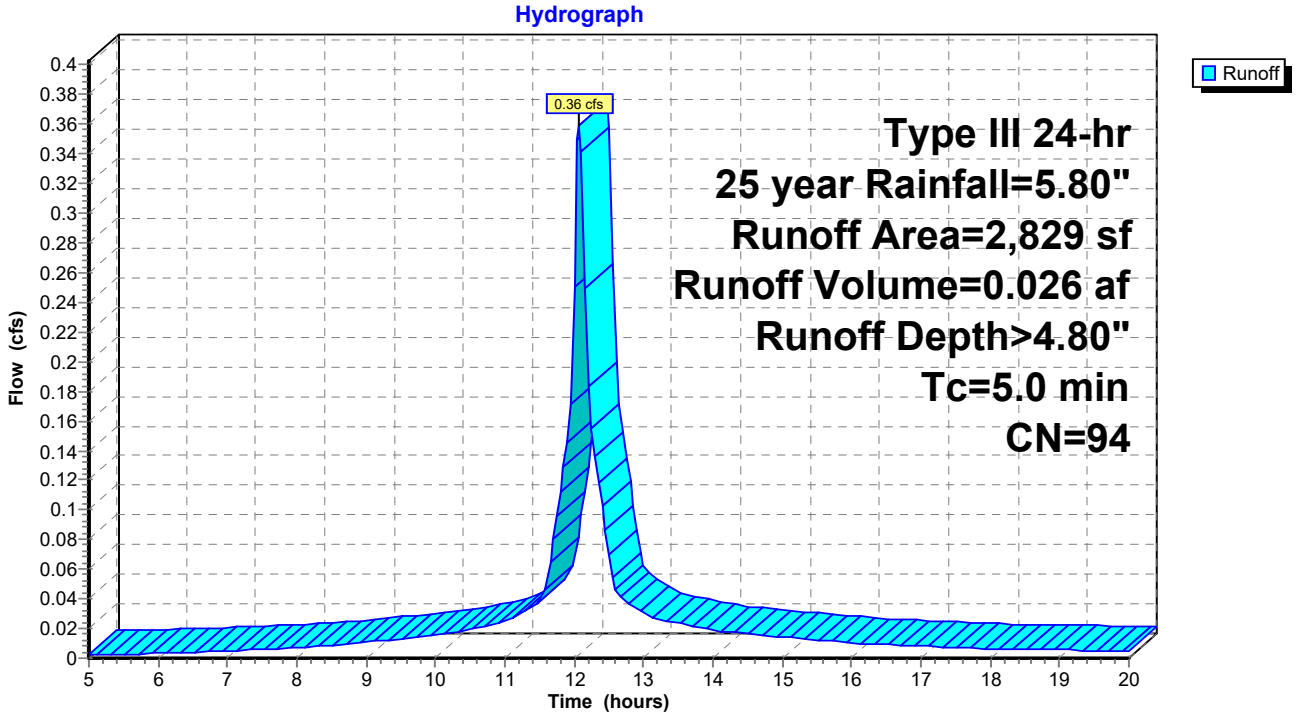
Runoff = 0.36 cfs @ 12.07 hrs, Volume= 0.026 af, Depth> 4.80"
Routed to Pond E3 : CB E3

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 year Rainfall=5.80"

	Area (sf)	CN	Description
*	2,301	98	IMPERVIOUS
	528	74	>75% Grass cover, Good, HSG C
	2,829	94	Weighted Average
	528		18.66% Pervious Area
	2,301		81.34% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Subcatchment 3B-S: SC 3B



Summary for Subcatchment 3C-S: SC 3C

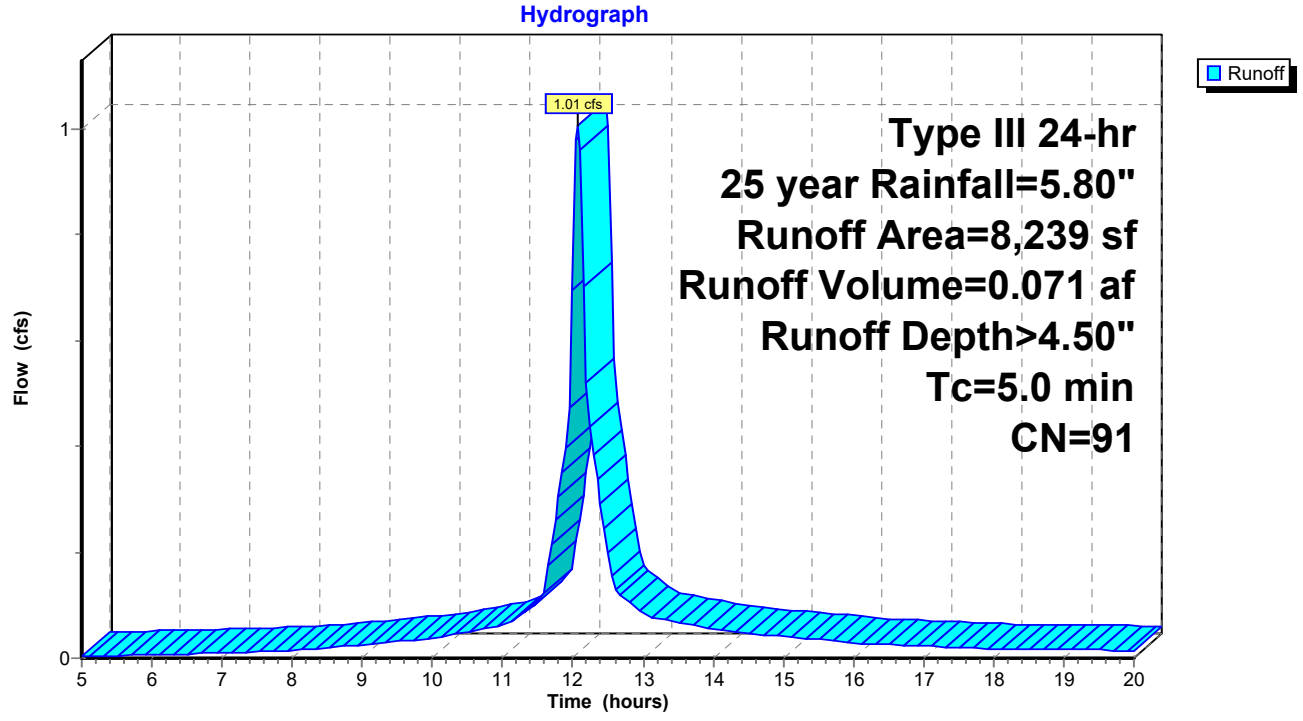
Runoff = 1.01 cfs @ 12.07 hrs, Volume= 0.071 af, Depth> 4.50"
Routed to Pond E3 : CB E3

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 year Rainfall=5.80"

	Area (sf)	CN	Description
*	5,796	98	IMPERVIOUS
	2,443	74	>75% Grass cover, Good, HSG C
	8,239	91	Weighted Average
	2,443		29.65% Pervious Area
	5,796		70.35% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Subcatchment 3C-S: SC 3C



Summary for Subcatchment 4S: SC 4

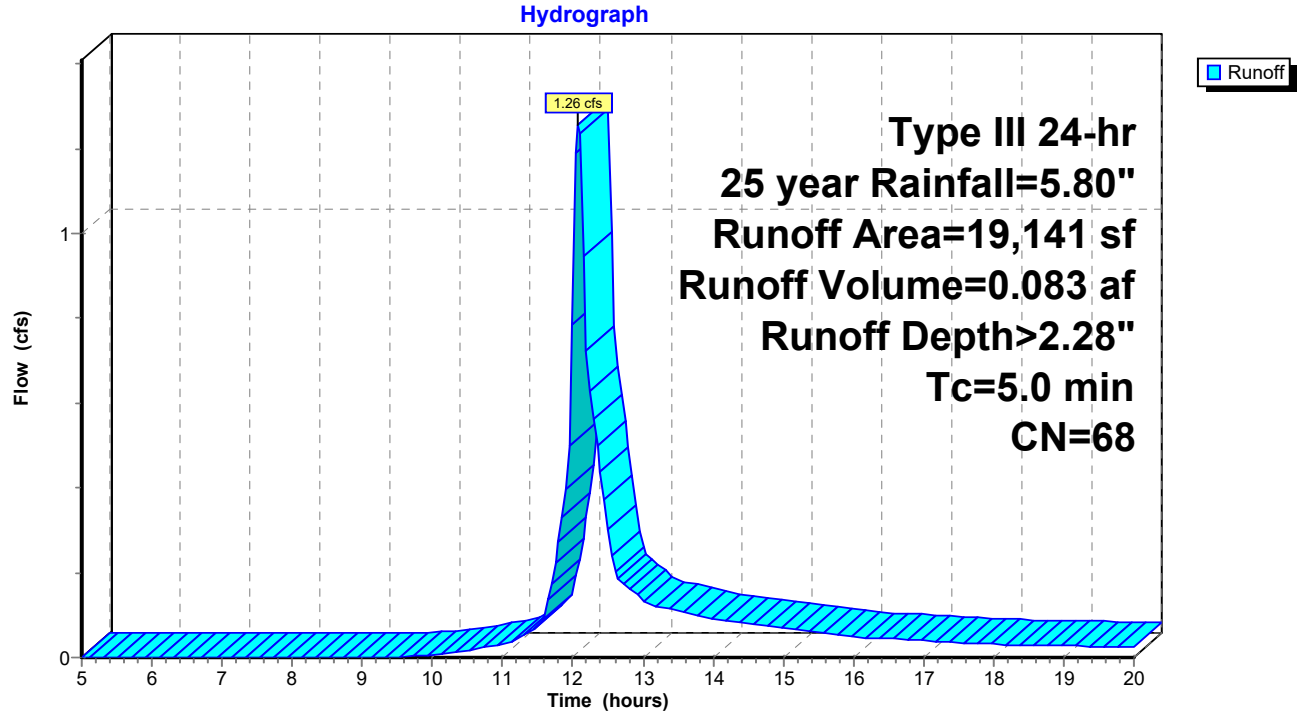
Runoff = 1.26 cfs @ 12.08 hrs, Volume= 0.083 af, Depth> 2.28"
Routed to Reach SP 2 : SUMMATION POINT 2

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 year Rainfall=5.80"

	Area (sf)	CN	Description
*	1,863	98	IMPERVIOUS
	4,750	55	Woods, Good, HSG B
	4,502	70	Woods, Good, HSG C
	3,721	61	>75% Grass cover, Good, HSG B
	4,305	74	>75% Grass cover, Good, HSG C
	19,141	68	Weighted Average
	17,278		90.27% Pervious Area
	1,863		9.73% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Subcatchment 4S: SC 4



Summary for Subcatchment 5S: SC 5

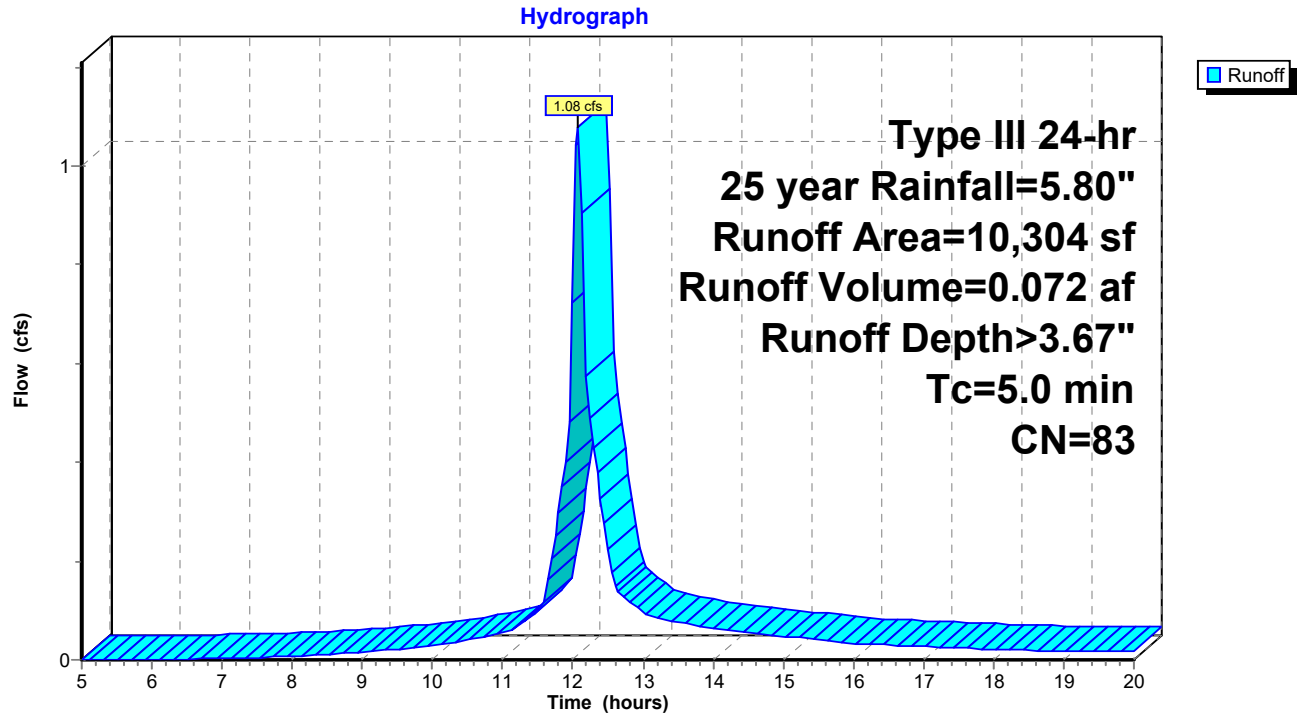
Runoff = 1.08 cfs @ 12.07 hrs, Volume= 0.072 af, Depth> 3.67"
Routed to Reach SP 1 : SUMMATION POINT 1

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 year Rainfall=5.80"

	Area (sf)	CN	Description
*	4,208	98	IMPERVIOUS
	670	70	Woods, Good, HSG C
	445	61	>75% Grass cover, Good, HSG B
	4,981	74	>75% Grass cover, Good, HSG C
	10,304	83	Weighted Average
	6,096		59.16% Pervious Area
	4,208		40.84% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Subcatchment 5S: SC 5

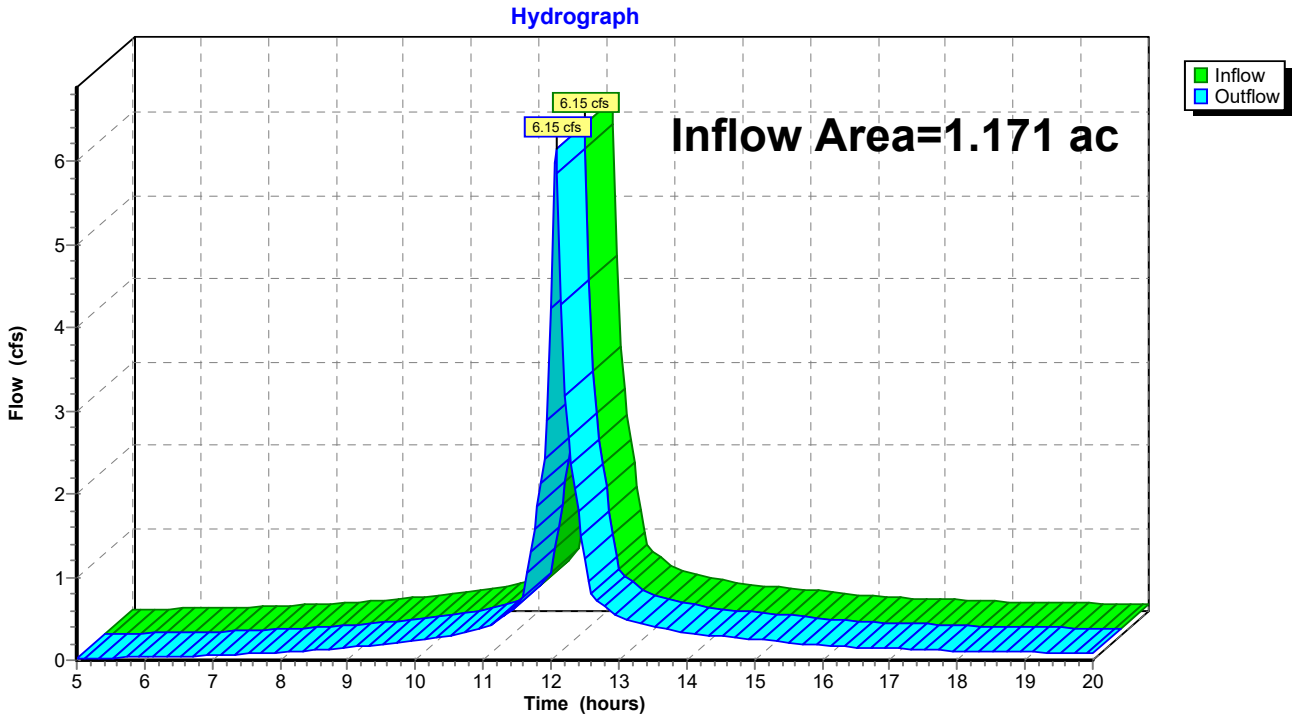


Summary for Reach SP 1: SUMMATION POINT 1

Inflow Area = 1.171 ac, 68.25% Impervious, Inflow Depth > 4.44" for 25 year event
Inflow = 6.15 cfs @ 12.07 hrs, Volume= 0.434 af
Outflow = 6.15 cfs @ 12.07 hrs, Volume= 0.434 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Reach SP 1: SUMMATION POINT 1

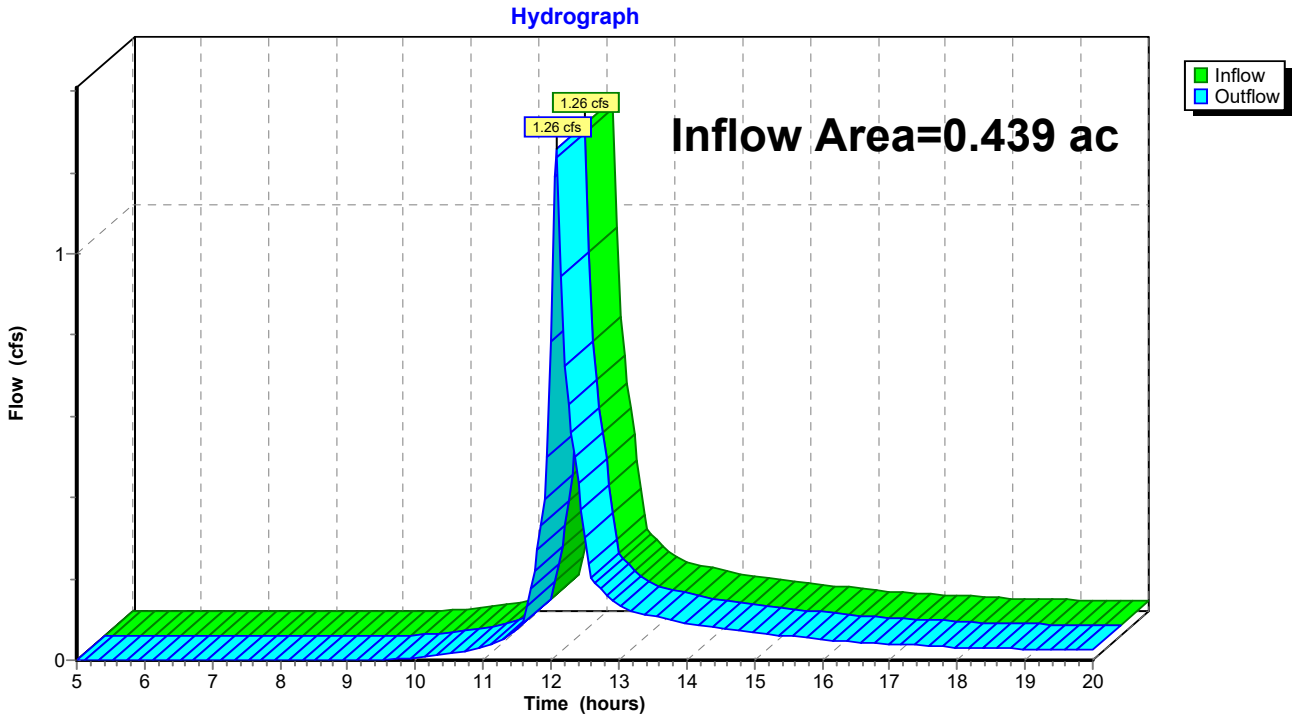


Summary for Reach SP 2: SUMMATION POINT 2

Inflow Area = 0.439 ac, 9.73% Impervious, Inflow Depth > 2.28" for 25 year event
Inflow = 1.26 cfs @ 12.08 hrs, Volume= 0.083 af
Outflow = 1.26 cfs @ 12.08 hrs, Volume= 0.083 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Reach SP 2: SUMMATION POINT 2

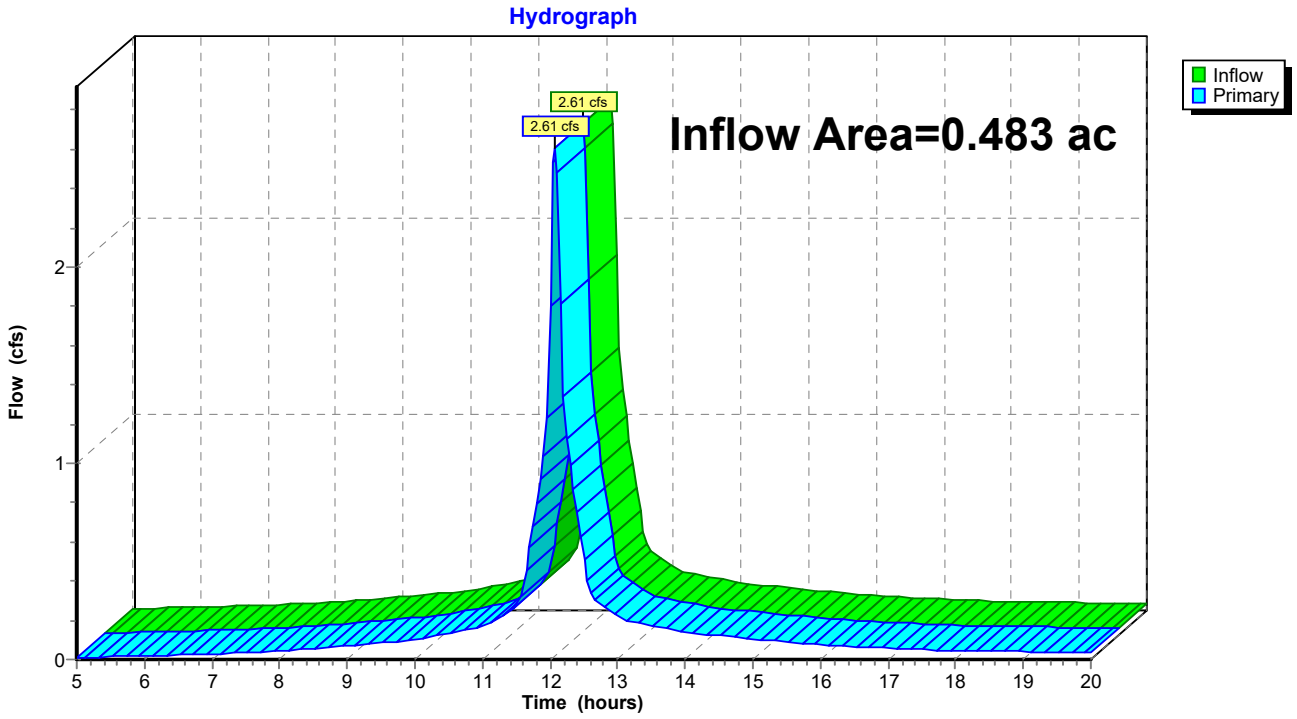


Summary for Pond E1: CB E1

Inflow Area = 0.483 ac, 73.11% Impervious, Inflow Depth > 4.60" for 25 year event
Inflow = 2.61 cfs @ 12.07 hrs, Volume= 0.185 af
Primary = 2.61 cfs @ 12.07 hrs, Volume= 0.185 af, Atten= 0%, Lag= 0.0 min
Routed to Pond E2 : CB E2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Pond E1: CB E1

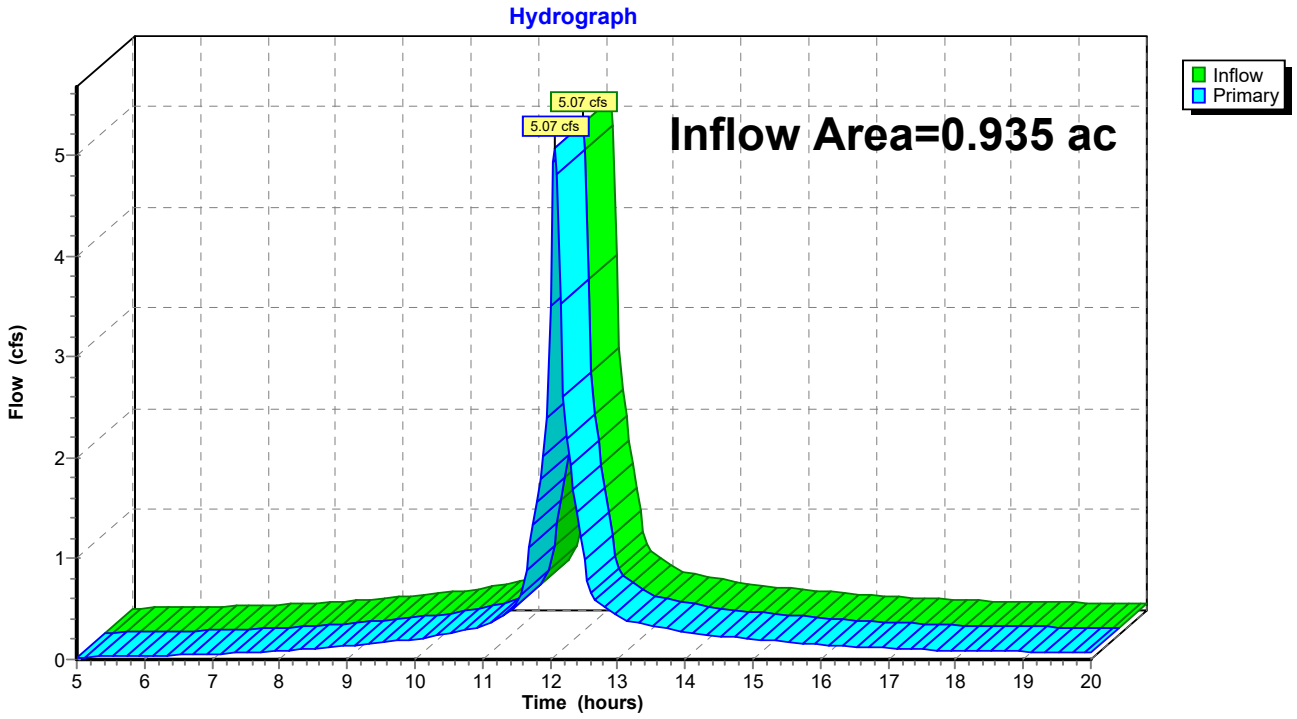


Summary for Pond E2: CB E2

Inflow Area = 0.935 ac, 75.19% Impervious, Inflow Depth > 4.64" for 25 year event
Inflow = 5.07 cfs @ 12.07 hrs, Volume= 0.361 af
Primary = 5.07 cfs @ 12.07 hrs, Volume= 0.361 af, Atten= 0%, Lag= 0.0 min
Routed to Reach SP 1 : SUMMATION POINT 1

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Pond E2: CB E2

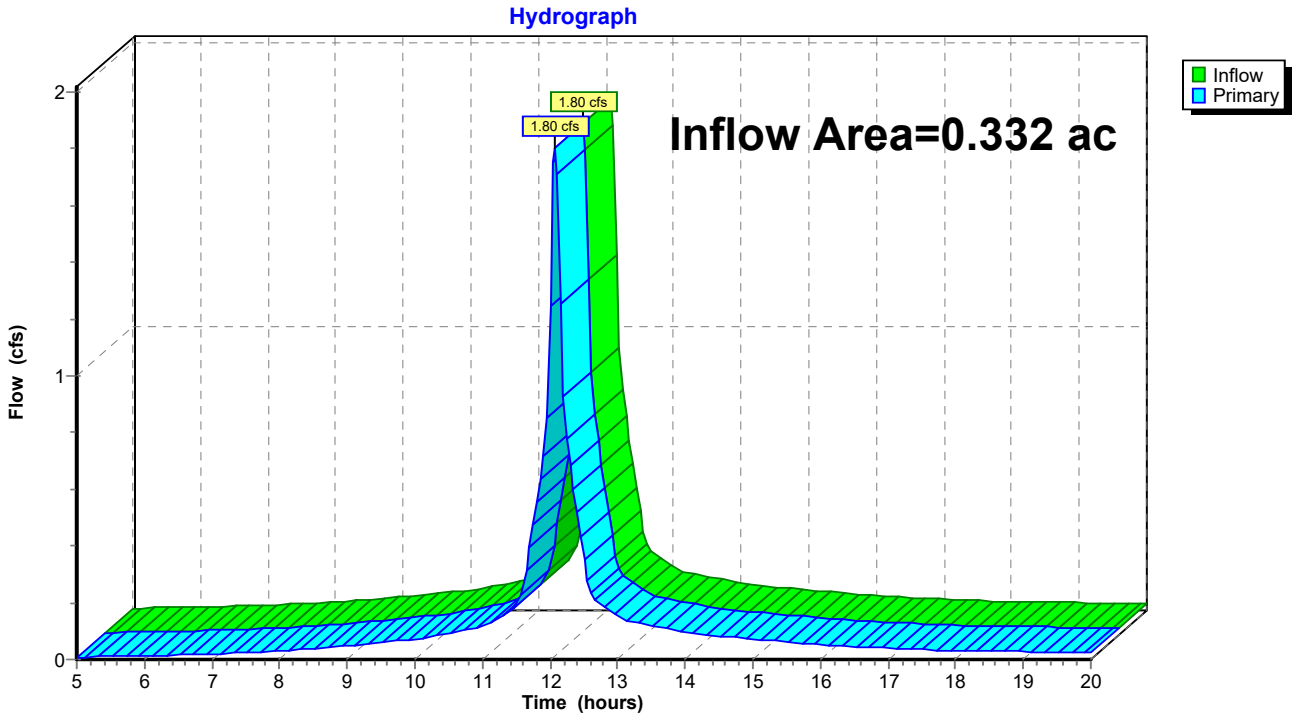


Summary for Pond E3: CB E3

Inflow Area = 0.332 ac, 75.40% Impervious, Inflow Depth > 4.63" for 25 year event
Inflow = 1.80 cfs @ 12.07 hrs, Volume= 0.128 af
Primary = 1.80 cfs @ 12.07 hrs, Volume= 0.128 af, Atten= 0%, Lag= 0.0 min
Routed to Pond E2 : CB E2

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Pond E3: CB E3



EROSION CONTROL

A. Narrative. The proposed construction will require the implementation of temporary and permanent erosion control measures. These measures will be implemented in accordance with the Maine Erosion and Sediment Control Best Management Practices (BMPs) Manual, prior to removal of any on-site vegetation or disturbance of any on-site soil. The general erosion and sediment control specifications and details, as provided within this section, are intended to describe measures to be used by contractors working on the site to maintain compliance with the standards established in the BMPs. These standards include information on temporary and permanent erosion control measures, rates of seeding and applied mulch, slope and soil stabilization, effect of construction schedule, and other details.

   The proposed location and use of erosion control measures on-site are shown on the proposed site plan of this application. There are no known existing erosion control concerns with the site. Implementation of proper erosion control measures will be required by site conditions to confine sediment and debris within the limit of soil disturbance. Proper use and maintenance of erosion control measures will provide protection against off-site transport of sediment and discharge of sediment to undisturbed areas of the development.

B. Completion Date. Fall 2025.

C. Site Features. For site features please refer to the enclosed plan.

D. Temporary and Permanent Erosion Control Measures. For temporary and permanent erosion control measures please refer to the enclosed plan.

E. Limits of Disturbed Areas. Areas of disturbance will be limited to the proposed work shown on the enclosed plan. Disturbed land cover around the development will be allowed to revegetate following construction.

F. Design Drawings and Specifications. For design drawings please refer to the enclosed plan. The following specifications will be utilized by the site contractor during construction of the project.

EROSION CONTROL PLAN SPECIFICATIONS

A. General

1. All work and measures will be as per the Maine Erosion and Sediment Control BMPs manual.

2. The following specifications will be employed.

B. Prior to Construction

1. Prior to beginning of construction, erosion and sedimentation controls shall be in place.

C. During Construction

1. Exposed soil surfaces will be treated immediately if they are to remain ungraded more than 30 days, or if they are at final grades.

2. Drainage ways, either designed or incidental, will have filter barriers installed.

3. All work and materials necessary to minimize sediment loss from the site will be provided.

4. All erosion control measures will be inspected and repaired after every rainfall greater than ½-inch and at least daily during rain events lasting longer than 24 hours.

D. Post Construction

1. Erosion control measures will be maintained until permanent soil stabilization has been achieved with a growth of vegetation greater than 90%.

SOIL PROTECTION AND EROSION CONTROL

PART 1 - GENERAL

1.01 Description of Work

A. Provide and maintain devices to control erosion, siltation, sedimentation, and dust that occur during construction operations. Undertake every reasonable precaution and do whatever is necessary to avoid erosion of soil and to prevent silting of wetland areas and drainage ditches.

B. Provide measures to control dust caused whether on or off the project site.

C. Deficiencies in erosion control measures indicated by failures or erosion will be corrected as soon as reasonably possible by providing additional measures or different techniques to correct the situation and prevent subsequent erosion.

D. Exposure of soils on embankments, excavations, and graded areas will be kept as short as possible. Initiate seeding and other erosion control practices as soon as reasonably possible.

1.02 Quality Assurance

A. Conform to all requirements of applicable Federal, State and local permits and conform to the recommendations of the Maine Erosion and Sediment Control BMPs (see Part B below) whether the measures are specifically noted herein, or not.

B. Standards: Maine Erosion and Sediment Control BMPs Manual, hereinafter called Erosion Control Handbook.

PART 2 - PRODUCTS

2.01 Materials: Use the following materials to implement and construct erosion control measures.

A. Hay Bale: Rectangular shaped bales of hay or straw weighting at least 40 pounds per bale; free from noxious weed seeds and rough or woody materials.

B. Mulch: Type and use as specified by the Erosion Control Handbook

1. Long fibered hay or straw in dry condition and which are relatively free of weeds and foreign matter detrimental to plant life.

2. Mulch netting: Plastic or nylon mesh netting with approximate openings of ¼-inch to 1-inch.

C. Permanent Seeding: Cut and fill slopes and disturbed areas will be stabilized with a meadow seed mix.

PART 3 - EXECUTION

3.01 Construction

A. Hay Bales:

1. Install as directed by Erosion Control Handbook, and stake with required stakes.

B. Mulch:

1. Undertake after each area has been properly prepared.

2. When seed for erosion control is sown prior to placing the mulch, place mulch on the seeded areas within 48 hours after seeding.

3. Blowing chopped mulch will be permitted.

4. Hay mulch should cover the ground enough to shade it, but the mulch should not be so thick that a person standing cannot see the ground through the mulch.

5. Remove matted mulch or bunches.

C. Temporary Erosion Control Matting (where necessary):

1. Surface Preparation:
   a. Conform to grades for slopes and ditches shown of the drawings.
   b. Finish to a smooth and even condition with all debris, roots, stones, and lumps raked out and removed.
   c. Loosen soil surface to permit bedding of the matting.
   d. Unless otherwise directed, apply seed prior to placement.

2. Installation:
   a. Place strips lengthwise in the direction of the flow of water.
   b. Where strips are laid parallel or meet as in a tee, overlap at least four inches.
   c. Overlap ends at least six inches in a shingle fashion.
   d. The up-slope end of each strip of the matting will be turned down and

buried to a depth of not less than six inches with the soil firmly tamped against it.

e. Build check slots at right angles to the direction of the flow of water. Space so that one check slot or one end occurs within each 50 feet of slope length. Construct by placing a tight fold of the matting at least six inches vertically into the ground and tamp the same as up-slope ends.
f. Bury edges of matting around the edges of the catch basins and other structures.
g. Where determined by the Engineers, additional seed will be spread over matting, particularly at those locations disturbed by building the slots. Matting will then be pressed onto the ground with a light lawn roller or by other satisfactory means.
h. Drive staples vertically into the ground flush with the surface.
i. On slopes flatter than 4:1, space staples not more than three feet and one row, alternately spaced, down the center.
j. On grades 4:1 or steeper, place in the same three rows, but spaced two feet apart.
k. On all overlapping or butting edges, double the number of staples, with the spacing halved; all ends of the matting and all required check slots will likewise have staples spaced every foot.

D. Permanent Seeding:

1. Seed with appropriate seeds and application rates as noted in Section 2.01C.

2. Mulch areas where seeding has been applied. Do not mulch seeded areas where matting will be immediately installed.

E. Topsoil Storage:

1. Topsoil which is stockpiled on the site for use in loam applications will be placed out of natural drainages, in piles that have side slopes of 2:1 to 1.5:1.

2. A trench (depth as required) will be constructed around the base of the pile to prevent eroding soil from washing into drainages.

F. Dust Control: Utilize the application of sprinkled water to reduce the emission of airborne soil particulates from the Project site.

G. Temporary Berms: Construct temporary barriers along the toe of embankments using side drains, as necessary.

H. Temporary Basins: Construct temporary sedimentation basins adequate to avoid siltation of surface water bodies.

I. Other Temporary Measures:

1. Type and use will be as specified in the Erosion Control Handbook.

J. Winter Stabilization Notes

1. At this time, it is not expected that significant soil disturbance will occur during winter months or periods of heavy icing. If construction is performed during these times, the following construction practices will be followed.
   a. All disturbed areas not stabilized with stone or other measures will have approved erosion control matting installed and be dormant seeded.
   b. No frozen soil material or material containing significant snow or ice will be used for fill material.
   c. All material stockpiles will have silt fence and/or hay bales installed downgradient of piles.
   d. Follow general erosion control notes described previously wherever possible and as conditions permit.

3.02 Maintenance

A. Inspect erosion control practices immediately after each rainfall greater than ½-inch and at least daily during rainfall lasting longer than 24 hours or snowmelt for damage. Provide maintenance and make appropriate repairs or replacement.

B. Remove silt from around hay bales when it has reached one foot above grade or prior to expected heavy runoff or siltation.

C. Repair matting if any staples become loosened or raised, or if any matting becomes loose, torn, or undermined, make satisfactory repairs immediately.

3.03 Removal of Temporary Erosion Control

A. Remove temporary materials and devices when permanent soil stabilization has been substantially achieved. For vegetated areas, substantially complete means 95% vegetated cover has been established.

B. Level and grade to the extent required to present a sightly appearance and to prevent any obstruction of the flow of water or any other interference with the operation of or access to the permanent works.

C. Remove unsuitable materials from site and dispose of in a lawful manner.

INSPECTION AND MAINTENANCE

The following Maintenance Plan will be employed for this facility. The applicant will retain ownership of the housing development and will be responsible for all maintenance. It is expected that a property management company will be contracted to manage and perform all maintenance for the project. Erosion control measures for this site were designed by:

Drew Olehowski, P.E.
Haley Ward, Inc.
120 Main Street, Suite 132
Saco, ME 04072
(207) 989-4824
dolehowski@haleyward.com

A Pre- and Post-Construction Maintenance Plan for the stormwater management system and erosion control measures are included in this section.

MAINTENANCE PLAN

The MDEP's Stormwater Management for Maine: Best Management Practices (2006), and the MDEP's Chapter 500: Stormwater Management were used as guidelines in the development of this Maintenance Plan. General maintenance requirements are listed below.

A. DURING CONSTRUCTION

The general contractor will be responsible for the inspection and maintenance of all stormwater management system components during construction.

Inspection: Inspection of disturbed and impervious areas, erosion control measures, materials' storage areas that are exposed to precipitation, and locations where vehicles enter or exit the site will be performed at least once a week as well as before and after a storm event, and prior to completing permanent stabilization measures. Inspections shall be conducted by a person with knowledge of erosion and stormwater control, including the standards and conditions in the permit.

Maintenance: All erosion control measures will be kept in effective operating condition until areas are permanently stabilized. If BMPs need to be maintained or modified, additional BMPs are necessary, or other corrective action is needed, implementation will be completed within 7 calendar days and prior to any rainfall event.

Documentation: A log shall be kept summarizing the inspections and any corrective action taken. A copy of the log is provided at the end of this section, and is titled, Construction Inspection Log.

B. POST-CONSTRUCTION

The Owner or their assigns will be responsible for the inspection and maintenance of all stormwater management system components.

Inspection and Corrective Action

1. Vegetated Areas: Inspections and maintenance of vegetated areas will be performed early in the growing season or after significant rainfall to identify any erosion problems. Areas where erosion is evident will be covered with an appropriate lining, or erosive flows will be diverted to an area able to handle the flows. Any bare areas or areas with sparse growth will be replanted.

2. Roof Drip Edge Filters: The roof drip edge filters should be inspected semi-annually and following major storm events. Debris and sediment buildup should be removed from the forebay and basin as needed. Any bare area or erosion rills

should be repaired with new filter media, seeded and mulched.

- Maintenance Agreement: A legal entity should be established with responsibility for inspecting and maintaining any filter basin. The legal agreement establishing the entity should list specific maintenance responsibilities (including timetables) and provide for the funding to cover long-term inspection and maintenance.
- Drainage: The filter should be draining within 48 hours following a one-inch storm or greater. If the system drains too fast, an orifice may need to be added on the underdrain outlet or may need to be modified if already present.
- Sediment Removal: Sediment and plant debris should be removed from the pretreatment structure at least annually.
- Soil Filter Replacement: The top several inches of the filter can be replaced with fresh material if water is ponding for more than 72 hours.
- Any debris must be removed from the reservoir course. The Maintenance plan needs to address that these structures are part of the stormwater management plan for the project, cannot be paved over or altered in anyway. No gutter may be installed on the roof line.

3. *Inspection* shall be performed by an individual with experience and/or training on the maintenance and functions of these devices.

HOUSEKEEPING

1. Spill Prevention - During construction, controls will be used to prevent pollutants from being discharged from materials on site, including storage practices to minimize exposure of the materials to stormwater, and appropriate spill prevention, containment, and response planning and implementation.

2. Groundwater Protection - During construction, liquid petroleum products and other hazardous materials with the potential to contaminate groundwater will not be stored or handled in areas of the site draining to an infiltration area. Dikes, berms, sumps, and other forms of secondary containment that prevent discharge to groundwater may be used to isolate portions of the site for the purposes of storage and handling of these materials.

3. Fugitive Sediment and Dust - Actions will be taken to ensure that activities do not result in noticeable erosion of soils or fugitive dust emissions during or after construction. Oil will not be used for dust control. Water will be used for dust control during construction.

   Operations during wet months that cause mud to be tracked off the site onto public roads will provide sweeping of the road areas at least once per week and prior to significant storm events.

4. Debris and Other Materials - Litter, construction debris, and chemicals exposed to stormwater will be prevented from becoming a pollutant source. The nature of this development will not cause problems related to debris and other materials.

5. Trench or Foundation De-Watering - If de-watering is necessary, the collected water will be removed from the ponded area and spread through natural wooded buffers or discharged into a construction sedimentation basin. The water will not be allowed to flow over disturbed areas to the site.

36 Cleaves Street Housing Project
CONSTRUCTION INSPECTION LOG

INSPECTION DATE	INSPECTOR (NAME AND QUALIFICATIONS)	MAJOR OBSERVATIONS	WORK PERFORMED

Notes

1) Major Observations include the operation and maintenance of erosion and sedimentation controls, materials storage areas, and vehicle access points to the parcel. Major Observations must include BMPs that need maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and locations(s) where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the log the corrective action taken and when it was taken.
2) Work Performed will include a description of the corrective action taken, the date the corrective action was taken, and the name and qualifications of the person taking the corrective actions
3) The log must be made accessible to MDEP staff and a copy must be provided upon request.
4) The permittee shall retain a copy of the log for a period of at least three years from the completion of permanent stabilization.

36 Cleaves Street Housing Project
BMP INSPECTION LOG

DATE	INSPECTOR (NAME AND QUALIFICATIONS)	ID NUMBER	BMP STRUCTURE	WORK PERFORMED	COMMENTS

Notes

1) If a maintenance task requires the clean-out of any sediments or debris, indicate where the sediment and debris was disposed after removal.
2) BMP structures shall be numbered sequentially and located on attached site map.
3) The log must be made accessible to MDEP staff and a copy must be provided upon request.
4) The permittee shall retain a copy of the log for a period of at least five years from the completion of permanent stabilization.

INSPECTION AND MAINTENANCE PLAN FOR STORMWATER MANAGEMENT STRUCTURES (BMPS)		
	INSPECTION SCHEDULE	**CORRECTIVE ACTIONS**
VEGETATED AREAS	Annually early spring and after heavy rains	Inspect all slopes and embankments and replant areas of bare soil or with sparse growth
		Armor rill erosion areas with riprap or divert the runoff to a stable area
		Inspect and repair down-slope of all spreaders and turn-outs for erosion
		Mow vegetation as specified for the area
DITCHES, SWALES AND OPEN STORMWATER CHANNELS	Annually spring and late fall and after heavy rains	Remove obstructions, sediments or debris from ditches, swales and other open channels
		Repair any erosion of the ditch lining
		Mow vegetated ditches
		Remove woody vegetation growing through riprap
		Repair any slumping side slopes
		Repair riprap where underlying filter fabric or gravel is showing or if stones have dislodged
CULVERTS	Spring and late fall and after heavy rains	Remove accumulated sediments and debris at the inlet, outlet, or within the conduit
		Remove any obstruction to flow
		Repair any erosion damage at the culvert's inlet and outlet
CATCHBASINS	Annually in the spring	Remove sediments and debris from the bottom of the basin and inlet grates
		Remove floating debris and oils (using oil absorptive pads) from any trap
ROADWAYS AND PARKING AREAS	Annually in the spring or as needed	Clear and remove accumulated winter sand in parking lots and along roadways
		Sweep pavement to remove sediment
		Grade road shoulders and remove accumulated winter sand
		Grade gravel roads and gravel shoulders
		Clean-out the sediment within water bars or open-top culverts
		Ensure that stormwater runoff is not impeded by false ditches of sediment in the shoulder
RESOURCE AND TREATEMENT BUFFERS	Annually in the spring	Inspect buffers for evidence of erosion, concentrated flow, or encroachment by development
		Manage the buffer's vegetation with the requirements in any deed restrictions
		Repair any sign of erosion within a buffer
		Inspect and repair down-slope of all spreaders and turn-outs for erosion
		Install more level spreaders, or ditch turn-outs if needed for a better distribution of flow
		Clean-out any accumulation of sediment within the spreader bays or turnout pools
		Mow non-wooded buffers no shorter than six inches and less than three times per year
WETPONDS AND DETENTION BASINS	Annually in fall and after heavy rains	Inspect the embankments for settlement, slope erosion, piping, and slumping
		Mow the embankment to control woody vegetation
		Inspect the outlet structure for broken seals, obstructed orifices, and plugged trash racks
		Remove and dispose of sediments and debris within the control structure
		Repair any damage to trash racks or debris guards
		Replace any dislodged stone in riprap spillways
		Remove and dispose of accumulated sediments within the impoundment and forebay
FILTRATION AND INFILTRATION BASINS	Annually in the spring and late fall	Clean the basin of debris, sediment and hydrocarbons
		Provide for the removal and disposal of accumulated sediments within the basin
		Renew the basin media if it fails to drain within 72 hours after a one inch rainfall event
		Till, seed and mulch the basin if vegetation is sparse
		Repair riprap where underlying filter fabric or gravel is showing or where stones have dislodged
PROPRIETARY DEVICES	As specified by manufacturer	Contract with a third-party for inspection and maintenance
		Follow the manufacturer's plan for cleaning of devices
OTHER PRACTICES	As specified for devices	Contact the department for appropriate inspection and maintenance requirements for other drainage control and runoff treatment measures.

Map Scale: 1:1,210 if printed on A landscape (11" x 8.5") sheet.

N

Meters: 0 15 30 60 90

Feet: 0 50 100 200 300

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

MAP LEGEND

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

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

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

Water Features
- Streams and Canals

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

Background
- Aerial Photography

MAP INFORMATION

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

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

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

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

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

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

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

Soil Survey Area: Cumberland County and Part of Oxford County, Maine
Survey Area Data: Version 21, Aug 26, 2024

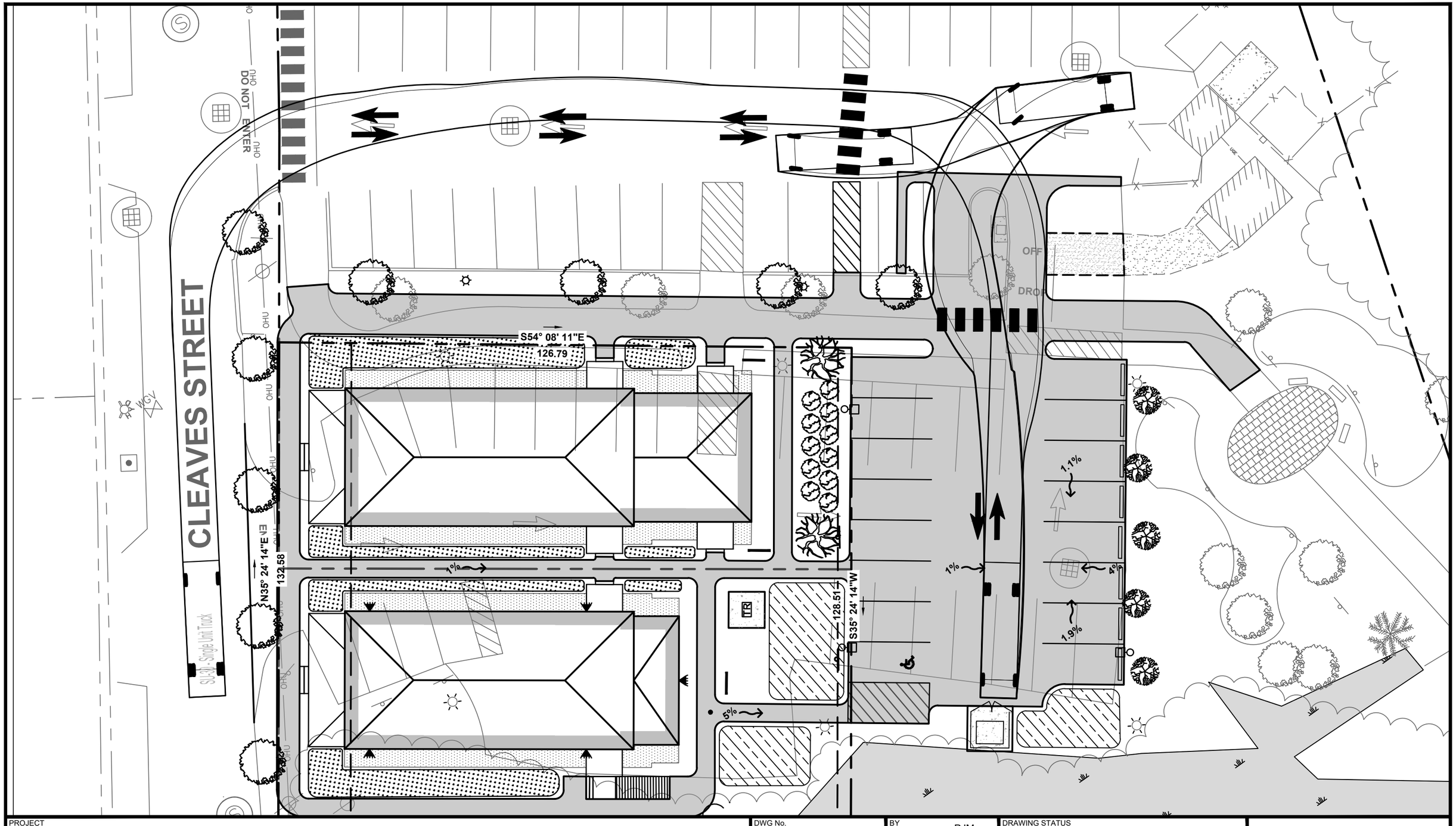
Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 19, 2020—Sep 20, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Cu	Cut and fill land	0.2	4.1%
EmB	Elmwood fine sandy loam, 0 to 8 percent slopes	0.0	0.1%
HfB	Hartland very fine sandy loam, 3 to 8 percent slopes	0.8	14.4%
Sn	Scantic silt loam, 0 to 3 percent slopes	0.0	0.2%
SuC2	Suffield silt loam, 8 to 15 percent slopes, eroded	4.3	81.2%
Totals for Area of Interest		**5.3**	**100.0%**



PROJECT: **36 CLEAVES STREET** YARMOUTH, MAINE	DWG No. **TR-1**	BY PJM	DRAWING STATUS **NOT FOR CONSTRUCTION**
		DATE 2024.12.20	
TITLE: **TURNING RADIUS EXHIBIT**	JN 13407.019	REV.	
	SCALE 1"=20'	REV. DATE	

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING

P:\ME\13407-KARA_WILBUR\019-YARMOUTH RFP-JHW\02-CAD_FILES\C\VIL\13407.019-C-SP.DWG

Chapter 703 Article 5.M, Architectural Standards

Section Category Guideline Comments

1	**COMPOSITION**	**APPLICANT ASSESSMENT**	**STAFF ASSESSMENT**
a.	**Buildings of three stories** shall be designed to have a defined base, a middle, and top that includes an articulated cornice and roof, appropriate to the Building style, which shall be accomplished by such measures as:	NA	
i.	The **top** shall also include the upper Story.	NA	
ii.	**Base transition line** locations shall depend on the overall height of the Building, with such transition line usually occurring above the first floor.	NA	
iii.	The **design of the base** of a Building, as well as the quality and durability of its materials, shall be emphasized.	NA	
iv.	The **upper transition line** shall occur below the upper floor windows. In many cases, the windows within the top may be square or shorter than those of the floors below.	NA	
v.	**Transition lines** may consist of a continuous, shallow balcony, a short setback, or a slightly articulated trim course.	NA	
vi.	The **transition** may be supported by a change of window rhythm or size and a change in material or color.	NA	
vii.	An **articulated cornice** shall be provided where the of the Building wall meets the roof.	NA	
b.	Greater relative care shall be given to the design and the allocation of expense and **workmanship to Building Facades** than that given to other Elevations that are not readily visible from any street.	Care will be given to all facades, but with greater care on the front facade related to the design and constrution of the porch.	
c.	**Frontages** of new Buildings shall be harmonious with the Block face on both sides of the Thoroughfare which the Building enfronts.	The buildings are harmoneous with all building facades on the street	
d.	**Building Facades** shall be highly fenestrated, utilize classic composition and proportions, and composed to avoid a monolithic or	The buildings use classic proportions and fenestration.	

Section	Category	Guideline	Comments
	monotonous effect, through use of such measures as:		
i.	**Blank walls** are prohibited at Frontages.	The frontage wall is not blank.	
ii.	The **Facades** of Buildings with continuous façades of 60 feet or greater in width shall be provided with an entrance for every 50 feet of Façade where practicable, and shall be designed with projecting or recessed offsets not less than 2 feet deep, and at intervals of not greater than 50 feet.	NA	
iii.	The first floor and all other floors shall have a **coordinated composition**, which will usually be indicated by the alignment of upper floor windows and other features with openings and features of the first floor.	The building elevation shows the upper floor windows align with the openings and features of the first floor.	
e.	**Principal Buildings** shall have a **Principal Entrance(s)** which shall generally face any Adjacent Thoroughfare. Entryways shall clearly be the main focus of the Façade, and for multifamily, commercial, or mixed use Buildings, shall be directly accessible to the lobby, common area, and elevator lobby, if provided. Principal Buildings shall generally be placed parallel to the Adjacent Thoroughfare with a constant setback.	The building elevation shows the principal entrance is the main focus of the facade and is oriented toward the adjacent thoroughfare. The front entrace opens to a hallway with stairs to access the units on the second floor. Units 3 and 4 may be accessed through the side doors. While the buildings are oriented perpindicular to the adjacent thoroughfare, there are historical examples of buildings that are oriented perpindicular to the street, such as 109 Main St, 85 Main St, or 158 Main St.	
f.	**Residential finished floor** level of the first floor shall be 2 feet to 6 feet above Sidewalk or adjacent grade level in the front, but may be on grade in the rear. Residential windows at the sill shall generally be 5 feet min. from the grade of the adjoining Sidewalk. First floors of Buildings with Shopfront Frontages shall be located at Sidewalk grade.	The building elevation shows the finished level of the first floor will be 2 feet above the grade level in the front.	
2.	**WALLS**		
a.	**Material choices** shall be appropriate to the chosen architectural style and shall be		

Section	Category	Guideline	Comments
	authentic, durable, and representative of or visually compatible with the predominant materials in use within the visual vicinity of Yarmouth Village. This may be accomplished by such measures as:	All buildings use materials that are appropriate to the chosen architectural style and are representative of the predominant materials within Yarmouth Village.	
i.	**Exterior materials** shall be durable and of high quality, with a life expectancy exceeding 25 years.	All buildings will have wood clapboards and trim that have a life expectancy exceeding 25 years.	
ii.	**Building walls and gables** of Principal Buildings shall be natural stone, painted or unpainted brick or painted or opaque stained smooth-cut wood shingle, wood tongue and groove, wood clapboard siding, wood board-and-batten siding or smooth cementitious siding with all exposed surfaces painted. Façade materials or cladding comprising Exterior Insulated Finish System (EIFS), (including stucco, Driv-It, or similar products), and vinyl or aluminum siding are generally not allowed on Facades.	All buildings will have solid white stained wood clapboard siding.	
iii.	If the **Building walls** of a Principal Building are stone or brick then the Backbuilding or Outbuilding may also be masonry, otherwise all Backbuildings and Outbuildings shall be made of wood or cementitious siding or wood shingles.	NA	
iv.	**Reflective wall materials** are prohibited.	NA	
v.	**Smooth-face concrete block** is prohibited as an exterior material. Split-face block may be used on Elevations not exposed to Thoroughfares.	NA	
vi.	**Brick** shall be of standard dimensions or Roman sized and shall have minimal color variation.	NA	
vii.	**Columns** shall be brick, natural stone, painted synthetic or composite wood, painted or opaque stained wood.	NA	
viii.	**Foundation walls**, retaining walls, piers and pilings shall be block or		

Section	Category	Guideline	Comments
	poured concrete. Exposed block or concrete shall not exceed 12 inches in height or must be finished in native stone, or painted or unpainted brick or other appropriate durable cladding or surface treatment.	The foundation walls will be poured concrete and the exposed concrete wall will not exceed 12 inches in height.	
b.	**Façade design and composition** shall be representative of or compatible with the character of Buildings in the visual vicinity of Yarmouth Village, through such design measures as the following:	The facade design and composition of the buildings resembles that of many historic examples in Yarmouth Village.	
i.	**Building wall materials** may be combined on each Facade with the heavier below the lighter.	The buildings will have wood clapboard siding.	
ii.	**Building walls and gables** of Backbuildings and Outbuildings shall be designed to harmonize with the form, color, and details of their associated primary structure.	The project does not include backbuildings or outbuildings.	
iii.	**Building walls** shall be one color per material used. Paint for masonry applications shall have a flat finish.	The wood clapboards and trim will be painted one color.	
iv.	**Mortar color** value (lightness/darkness) for natural brick or stone shall be in the tan or warm range, not white.	NA	
v.	**Facades** (and both front Facades of a corner Building) of any one Building shall be made of the same materials and similarly detailed.	The building elevation shows the facade will be made of the same materials and is similarly detailed.	
vi.	**Columns** shall be proportioned according to the standards set forth in Traditional Construction Patterns by Steve Mouzon.	NA	
vii.	**Intercolumniation** (distance between columns) on the ground floor shall be vertically proportioned.	NA	
viii.	Except for hedge Streetscreens, **Streetscreens** shall be constructed of a material matching any Adjacent Facade.	NA	
ix.	**Columns** shall have capitals and bases, except Doric columns with no base.	NA	

Chapter 703 Article 5.M, Architectural Standards

Section	Category	Guideline	Comments
c.	**Construction methods** shall encourage the traditional building methods of Yarmouth Village, incorporating such practices as the following	The consturction methods do encouage the traditional building methods of Yarmouth Village.	
i.	**Board-and-batten siding** shall have "boards" no more than 12 inches in width and "battens" no more than 2 inches in width. Board-and- batten siding shall be installed so there are no visible joints in the underlying board material.	NA	
ii.	**Foundation openings** shall be appropriately scaled and sized, shall occur in sufficient quantities, and shall respond to the grade of the lot to allow for drainage and ventilation.	NA	
iii.	**No more than three (3) materials** may be used on the Facade of a Building in addition to the basement or undercroft.	The facade of the buildings will have wood clapboards and trim.	
iv.	**Stone** shall be native material and laid in local historic patterns. Use of native New England stone is encouraged.	NA	
v.	**Brick** shall be laid in a horizontal running bond, common bond, English bond or Flemish bond pattern with raked mortar joints of not greater than 3/8 inch in height. Variations such as soldier course and other articulated brick coursing are allowed.	NA	
vi.	**Shingles and siding** shall be 8 inches maximum to the weather. Shingles shall be machine cut with the bottom edges aligned.	The buildings will have wood clapboard siding with less than 8 inches exposed to the weather.	
vii.	**Arches and piers** shall be natural stone or brick. Piers shall be no less than 12 x 12 inches in plan. Arches shall be no less than 8 inches thick.	NA	
viii.	**Posts** shall be painted or opaque stained wood or painted synthetic or authentic wood no less than 6 x 6 inches.	Posts will be solid white stained wood and will be no less than 6 x 6 inches.	
ix.	**Foundation walls** shall be exposed a minimum of 6 inches and a	The foundation walls will meet this standard.	

Section	Category	Guideline	Comments
	maximum of 36 inches above grade.		
x.	**Surface-applied waterproofing** shall not be visible.	Surface-applied waterproofing will not be visible.	
xi.	**Exterior trim** shall be indistinguishable from wood when painted. Trim shall be pine graded better than number 2, fiber-reinforced cementitious trim, or PVCBD-based products.	Exterior trim will be a PVCBD-based product and will be indistringuishable from wood once the solid white stain is applied.	
xii.	All **exposed wood**, except cedar shake shingles, shall be painted or opaque stained.	All exposed wood will be stained solid white.	
3.	**ATTACHMENTS & ELEMENTS**		
a.	**Porches** shall be proportional to the scale of the rest of the Building, and should be architecturally harmonious with the Building to which it is attached.	The building elevations show the front and side porches are proportional to the scale of the rest of the building and are architecturally harmonious with the building.	
b.	**Porches** shall be designed to address functionality, appearance, and durability standards by such measures as:		
i.	**Porches and posts** shall be made of painted or opaque-stained wood or synthetic composite material (except for cedar or ironwood which may be untreated).	Porches and posts will be made of solid white stained wood.	
ii.	**Porch decking** shall be made of painted or opaque-stained wood, (except for cedar or ironwood which may be untreated), natural or painted brick, ceramic tile, natural stone or stained concrete faced on three sides with brick or natural stone.	Porch decking will be solid white stained wood.	
iii.	**Porch railings** should be made of wood or metal. Metal railings shall be painted or rust proof.	NA	
iv.	**Stoops** shall be finished in painted or opaque-stained wood or composite wood (except cedar or ironwood which may be untreated), synthetic composite material, natural stone, or painted or unpainted brick.	NA	
v.	**Porch posts** may be wood or masonry.	The porch posts will be wood.	

Section	Category	Guideline	Comments
vi.	**Porches** may be enclosed with glass or screens.	NA	
vii.	**Stoops** shall be at least 4 to 6 feet deep.	NA	
c.	**Balconies** shall meet character and functionality standards through Building design features that complement the Building by such measures as:	NA	
i.	**Balconies** shall be used as a single, continuous element at the location of the upper or lower transition lines or separately as a periodic element of the Facade composition.	NA	
ii.	**Balconies** shall be made of painted or opaque-stained wood or synthetic composite material.	NA	
iii.	**Balconies** shall be visibly supported by brackets or beams and shall be at least 4 feet deep.	NA	
iv.	**Roof Decks**, if visible from any Thoroughfare, shall be recessed from the eave by 3' or 1' from the front plane of the Building.	NA	
d.	**Chimneys**, chimney enclosures, and fireplaces shall meet the following character and functionality standards through Building design features that complement the Building by such measures as:	NA	
i.	**Chimneys, chimney enclosures and fireplaces**, shall be of masonry, finished with painted or natural brick, or native stone.	NA	
ii.	**Chimneys** shall be a minimum of 16 inches to 20 inches rectangular in plan and consistent with the architectural style and scale of the Building and capped to conceal spark arresters. Vented gas fireplaces or similar appliances shall not be located on Facades, and the firebox shall not extend beyond the plane of the exterior wall, unless incorporated fully within a chimney structure.	NA	
iii.	**Flues** shall be tile or metal left to age naturally or painted black and	NA	

Section	Category	Guideline	Comments
	shall be no taller than required by the Building Code. Flues shall be no taller than required by the Building Code.	NA	
iv.	**Each chimney** shall have a projecting cap.	NA	
v.	**Chimneys** shall extend below the ground as true masonry Structures.	NA	
vi.	**Chimney pots** and expressive chimney cap details are encouraged.	NA	
e.	A **satellite dish** or antenna shall be as small as feasible and placed in the least visible location on the property allowing adequate signal reception	NA	
f.	**Decks** shall meet character and functionality standards through built design features that complement the Building by such measures as:	NA	
i.	**Decks** shall be permitted only in rear yards and on roof tops and shall be made of synthetic or composite painted or opaque stained wood, or in the case of roof top decks, stained concrete, concrete pavers, bricks or brick pavers or ceramic tile. They shall not be visible from streets or paths.	NA	
ii.	**Decks and stairs to decks** shall be painted or opaque-stained, with the exception of the “floor” and the treads which may be painted, stained or left unfinished.	NA	
g.	**Bay** (which may include bow) windows shall meet character and functionality standards through built design features that complement the Building by such measures as :	NA	
i.	**Bay windows** shall have a full foundation that extends all the way to the ground or be visually supported with brackets or corbels of appropriate size.	NA	

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Section	Category	Guideline	Comments
ii.	**Bay windows** shall be a 4 feet deep maximum and shall be three-sided.	NA	
iii.	**Bay windows** shall be built of wood or other material indistinguishable from wood when painted.	NA	
h.	**Posts, columns, and balustrades** shall be built of painted or opaque-stained wood or painted synthetic wood.	The posts on the porches will be solid white stained wood.	
i.	**Solar shingles, panels and arrays** that complement the Building design and character standards are encouraged.	The buildings will have solar panels.	
j.	**Open exterior stairs and fire escapes** above the first floor are discouraged, and are prohibited where visible from any Thoroughfare, except where no reasonable alternative safety egress is available and subject to Planning Board review	The project does not include exterior stairs and fire escapes above the first floor.	
k.	**Cupolas** are allowed and may extend above the applicable height limit as defined and provided for in Article 7, and must be designed and scaled as integral and appropriate to the buiding to which it is attached.	NA	
4.	**ROOFS**		
a.	With respect **to roofs of Buildings**: Roof composition, functionality, and façade surface material shall meet Building design standards that complement the character of the Building by such measures as:		
i.	**Roof materials** shall be in keeping with the architectural character and style of the Principal Building, Backbuilding, Outbuilding, or Structure they cover.	The roof materials are in keeping with the architectural character and style of the building they cover as well as with other existing buildings in the neighborhood.	
ii.	Principal Buildings, Backbuildings, Outbuildings, and other Buildings and Structures may have **Green Roofs.** Green Roofs shall be considered pervious for purposes of impervious surface calculation	NA	

Section	Category	Guideline	Comments
	except in the Shoreland Overlay District.	NA	
iii.	**Flashing** shall be galvanized metal or copper.	The roof flashing will be galvanized metal.	
b.	**Roof type and roof pitch**, if any, of Principal Buildings, Backbuildings, and Outbuildings shall comply with the standards in Tables 5.F.2A- 5.F.2C (Character District Standards). Roof type, rooftop, and pitch shall meet character and functionality standards through Building design features that complement the Building.	The project will have gable roofs with a 7:12 pitch and metal roofing. We are aware the roof pitch does not meet the standard for this district and have requested a waiver in Exhibit 20.	
c.	**Flat roofs** shall meet Building design standards that complement the character of the Building by such measures as:	This project will not have flat roofs.	
i.	**Flat roofs** are permitted only as provided in Tables 5.F.2A-5.F.2C (Character District Standards). If they are occupiable and accessible from an interior room they shall be edged by a railing or parapet.	NA	
ii.	**Flat roofs** must use white membrane/high albedo (light or reflective) roofing materials, except where Green Roofs are utilized.	NA	
d.	**Roof penetrations**, other than chimneys, shall be placed so as not to be visible from streets or paths to the extent practicable, and shall be black or match the color of the roof except those made of metal which may be left natural. Natural roof ventilation using linear soffit vents, ridge vents and dormer vents is required. Roof vents such as turbines or power roof ventilators are not permitted unless not readily visible from the Principal Frontage.	Roof penetrations will be placed so as not to be visible from the streets or paths to the extent practicable. The roofs have natural ventilation with linear soffit vents and ridge vents.	
e.	The location and masking of **rooftop machinery and equipment** (other than solar equipment) shall be as consciously designed as any other aspect of	NA	

Section	Category	Guideline	Comments
	the Building. Screening shall be incorporated in a manner consistent with the overall architectural design of the Building.	NA	
f.	Buildings that have **gutters, downspouts or rain chains, splash blocks or downspouts** connected to rain barrels or underground drainage systems or cisterns shall meet character and functionality standards through built design features that complement the Building by such measures as:	NA	
i.	Gutters, downspouts and projecting drain pipes shall be made of galvanized steel, wood, or painted aluminum to match the fascia or wall material, or raw copper.	NA	
ii.	**Gutters** are required where eaves extend over adjacent private or public property line(s).	NA	
iii.	**Gutters** shall be square, half-round or ogee in profile.	NA	
iv.	**Downspouts** shall be arranged as an integral part of the Facade composition, and shall generally be placed at the corners of the Building least visible from Frontages.	NA	
v.	**Splash blocks** must be made of concrete, brick or gravel.	NA	
vi.	**Drip edge** is acceptable except at entry points, with suitable ground splash surface treatment.	All entry points will be covered by a porch roof with rain guards to channel water away from the stairs.	
g.	**Roof and eave overhangs** shall be appropriate to the style of the Building, usually less than 18 inches.	The roof and eave overhangs are appropriate to the style of the building and will be between 18 and 24 inches.	
i.	**Eaves** shall be continuous, unless overhanging a balcony or porch.	The eaves are continuous.	
ii.	**Eaves** should have an overhang that is 12 to 24 inches.	The overhang is 24 inches.	
iii.	**Eaves on Backbuildings**, Outbuildings and other Structures shall match the eaves of the Principal Building on the Lot if the latter are shallow, or shall be approximately half the depth of	The project does not include backbuildings.	

Section	Category	Guideline	Comments
	the eaves of the Principal Building on the Lot if the latter are deep.		
iv.	**Eaves** that encroach into adjacent private properties, subject to easement, shall be a maximum of 2 feet and shall be provided with gutters that must empty within the property of the house for which they are installed.	The eaves will not encroach into adjacent private properties.	
v.	**Rafter tails**, if exposed, shall not exceed 8 inches height at their ends.	The rafter tails will be covered with fascia and soffit boards.	
vi.	**Gable ends** shall have historically accurate and appropriately detailed rake and fascia trim.	The ellevation shows the gable ends do have historically accurate and appropriately detailed rake and fascia trim.	
vii.	The **underside of soffits** and roof overhangs shall be elaborated and well finished.	The underside of the soffits will be finished with a 1x12 frieze board.	
viii.	**Overlapping or "nested" gables** are prohibited unless the smaller gable is part of a balcony or porch.	The project does not have overlapping or nested gables.	
h.	**Dormers** shall be roofed with a symmetrical gable, hip, vaulted, eyebrow, or shed roof, shall be placed flush with, or a minimum of 18 inches from, Building side walls. Dormers shall have at least one window. The number of windows in each dormer shall be consistent with the style of the Building to which they are attached.	This project does not have dormers.	
5.	**OPENINGS, WINDOWS & DOORS**		
a.	**Material choices** shall be appropriate to the chosen architectural style and shall be authentic, durable, and representative of or visually compatible with the predominant materials in use within the visual vicinity or in the Yarmouth Village area:	The building elevations show all windows and doors will be visually compatible with the predominant materials in use within Yarmouth Village.	
i.	**Residential windows** shall be made of PVC, wood, or aluminum-clad or vinyl clad wood. Storefront windows may include aluminum frames.	All windows will be aluminum clad wood windows with simulated divided lights with interior and surface grills.	
ii.	**Glass** shall complement and enhance the Building façade with design considerations including	The buildings will have energy efficient aluminum clad wood windows that enhance the building facade	

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	performance, safety, wind/snow loads, and thermal stress and shall meet the Maine Energy Code.		
iii.	**glass shall be transparent** with a Visual Transmittance (VT) of at least .60.	The window glass is transparent and has the highest transmittance possible while meeting energy codes.	
iv.	**Shutters**, if provided, shall be made of painted wood or synthetic wood and shall be sized, shaped and proportioned to match the associated openings.	The project does not include shutters.	
v.	**Vents in foundation walls** shall be painted cast iron or aluminum grates, pierced natural stone or natural or painted brick.	There are no vents in the foundation walls.	
vi.	**Principal Entrance Doors** shall generally be stained or painted wood. Insulated metal or fiberglass doors, if allowed, shall have traditional details such as frame and panel below and multiple lights (windows) above.	The principal entrance doors are insulated metal with traditional details such as frame and panel and a window.	
vii.	**Utility vents** shall not be located on primary Façades.	The building elevation shows no vents on the primary facades.	
b.	**Façade design and composition**, shall be representative of or compatible with the character of Buildings in the visual vicinity of Yarmouth Village, through such design measures as the following:	The building facades are representative of the character of buildings in the visual vicinity of Yarmouth Village.	
i.	All **openings**, including porches, and windows, with the exception of those in Shopfront Frontage, shall be square or vertical in proportion as appropriate to the style of the Building.	The building elevations show that all openings, including porches and windows are square or vertical in proportion and are appropriate to the style of the building.	
ii.	**Operable windows** are required for a majority of the windows on all Facades except for those of Shopfront Frontages.	The majority of the windows shown on the building elevation are double hung windows that can be opened and closed.	
iii.	All **window design** shall be compatible with the style, materials, color and details of the Building.	The design of the windows shown on the building elevation are compatible with the style, materials, color, and details of the buildings.	
iv.	**Windows at Frontages** and through those parts of a Building within the First and Second Lot Layers shall be double-hung, casement or awning windows.	The building elevation shows the frontages do have double hung windows.	

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v.	**Windows in Facades** shall be no closer than one foot to the corners of the Building, except Shopfronts.	The building elevation shows the windows are more than one foot from the corners of the buildings.	
vi.	**Window panes** throughout a Building shall be uniform in size or proportion, provided that openings may become proportionally smaller on the upper stories.	The window panes are uniform in size and proportion throughout the building.	
vii.	**Walls of Buildings along Frontages** shall have windows or doors, or a combination of both, spaced no further apart than 20 feet.	The windows and doors along the frontage walls are spaced no further than 20 feet apart.	
viii.	**First floor walls** shall have at least one window per bay and exposed basement walls shall have at least one small window per elevation as appropriate for an occupied foundation.	The first floor walls do have at least one window per bay. The foundation will not be occupied.	
ix.	**Lintels and sills** on Adjacent windows shall be aligned to create a harmonious Facade.	The windows are aligned to create a harmonious facade.	
x.	**Shutters** shall be louvered, planked or paneled and shall be applied to all or none of the typical windows on any given Elevation.	The project does not include shutters.	
xi.	**Windows** shall be fully articulated with a lintel, face frame and drip mold.	The building elevation shows the windows are fully articulated with a lintel, face frame and drip mold.	
xii.	**Storm windows and screens** shall be integral with the window. If window screens are provided they shall cover the entire operable portion of the window.	We use independent screens so windows remain clear.	
xiii.	**Garage doors** are discouraged on primary Facades. If located on the primary Façade, garage doors shall be recessed at least 3 feet from the plane of the Façade.	The project does not include garages.	
xiv.	**Building entrances** shall be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, and other design elements appropriate to the architectural style and details of the Building as a whole.	The building entrances will be articulated by by posts on either side of the front steps, which lead to the front door.	

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xv.	**Transoms and sidelights** are encouraged.	NA	
xvi.	The **Principal Entrance** of a Building shall generally be located within the primary Façade. Side entry Buildings are allowed provided that the Principal Entrance is expressed at the street Frontage Line.	The principal entrance of the buildings will be located within the primary facade oriented towards Cleaves Street.	
xvii.	**Openings above the first Story** shall not exceed 50% of the total Building wall area, with each Facade being calculated independently.	The openings above the first story do not exceed 50% of the total building wall area on any facade.	
xviii.	**Doors that operate as sliders** are prohibited along Frontages.	NA	
c.	**Construction methods** shall reflect the traditional building methods of Yarmouth Village, incorporating such practices as the following:	The design and construction methods are based on traditional building methods that are consistent with the methods of Yarmouth Village.	
i.	**Windows** in wood or cementitious sided houses shall have a flat casing, 5/4 inch in depth. Brickmold casing shall be used in masonry walls.	The windows will have a flat 5/4 inch casing.	
ii.	**Multiple windows** in the same rough opening shall be separated by a 4 inch min. Mullion.	NA	
Iii.	**Muntins** at Frontages, if any, shall be true divided lites or simulated divided lites fixed on the exterior surface with spacer bars to cast a shadow.	The windows will have simulated divided lites with interior and surface grills.	
iv.	**Single glass panes** shall be no larger than 20 square feet.	The building elevations shows there are no single pane windows.	
v.	**Sidelights** shall not exceed 18 inches in width.	NA	
vi.	**Lintels** of stone or pre-cast concrete shall extend horizontally beyond the window opening dimension equal to the height of the lintel. Brick soldier lintels shall extend one brick beyond the opening.	NA	
vii.	**Windows** may be subdivided into lites by muntins, and the lites shall be square or vertical in proportion.	The building elevation shows the windows are subdivided into lites by muntins, and the lites are vertical in proportion.	

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viii.	**Doors** at a minimum shall have a lintel, face frame and drip mold.	The elevations show the doors will have a lintel, face frame and drip mold.	
ix.	**Doors and Garage doors** shall have windows and raised panels where facing any Thoroughfare, except carriage house style garage doors or where transom windows are provided in lieu of garage door windows.	The doors facing any thoroughfare will have windows and raised panels.	
x.	**Garage doors** shall not cumulativley exceed 40 percent of the Building face or 9 feet wide, whichever is greater. Each garage bay shall have its own door.	NA	
xi.	**Doors**, except Garage doors, shall be constructed of planks or raised panels (not flush with applied trim) which express the construction technique.	The doors will be raised panel.	
xii.	**Driveway gates** shall have a maximum opening width of 12 feet.	NA	
d.	**Prohibited:**		
i.	**Doors and windows** that operate as sliders are prohibited along Frontages	NA	
ii.	**Aluminum storm windows or doors** are generally not allowed.	NA	
iii.	**Flush-mounted and projecting windows** (not including bay windows) are prohibited where visible from Frontages.	NA	
6.	**SHOPFRONT FRONTAGES**		
	The following Architectural Standards shall be applicable to Shopfront Frontages; provided that if any standard of this **Article 5.M.6** is in conflict with any other standard or requirement of this Chapter, the provision of this **Article 5.M.6** shall govern:	NA	
a.	For Principal Buildings located on a corner, the **Principal Entrance** shall either be oriented at the corner, or to face the larger Thoroughfare.	NA	
b.	Except for the glazed part thereof, **Shopfront** Frontages shall be made	NA	

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	of wood, which shall be painted or transparent or opaque stained, stone, metal, or unpainted or painted brick, including terra cotta, or painted or unpainted composites.	NA	
c.	All **glass** shall meet the standards specified in **Article 5.M 5**.	NA	
d.	Neither **reflective (mirror), colored, nor spandrel glass** shall be permitted on the Facade.	NA	
e.	**Ceiling height** of non-residential first floor Stories shall be 10 feet minimum.	NA	
f.	One **continuous load-bearing beam** shall carry the entire load of the Facade to the partition walls or bay delineations so that the Shopfront Frontage may be changed with no structural impediment.	NA	
g.	**Shopfront Frontages** shall have internal structural support blocking to allow installation of signs and awnings whether or not signs or awnings are installed at the time of initial construction.	NA	
h.	**A paved walkway** shall connect the front entry to the nearest sidewalk.	NA	
i.	**Doors, windows, awnings, signage and lighting** shall meet character and functionality standards to achieve a simple classic storefront with such features as large glass panels below, divided light transoms above and sheltering awnings at the entry. Storefronts shall feature design elements to complement the Building by such measures as :	NA	
i.	**Windows** shall sit on a 12 to 14 inch high kneewall.	NA	
ii.	**Mullions** (dividers between window units) are encouraged in first story Façades.	NA	
iii.	**Muntins** (dividers between glass panes) in first story Façades should be true divided light or permanent	NA	

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	3-dimensional muntins.	NA	
j.	**Awnings** are permitted provided they complement architectural features (such as cornices, columns, pilasters, or decorative details).	NA	
i.	**Awnings, lights and signs** may encroach into setbacks and across right of way lines but not onto private properties. A minimum of eight foot height clearance from the pavement must be maintained.	NA	
ii.	**Awnings** shall be a minimum depth of 4 feet.	NA	
iii.	**Awnings** shall have no side panels or soffit.	NA	
iv.	**Awnings** shall be rectangular in elevation and triangular in cross-section with straight edges and shall have a metal structure covered with non-translucent canvas, synthetic canvas or painted metal.	NA	
v.	**Awnings** of the quarter-round or domed variety are prohibited.	NA	
vi.	**Awnings** shall not be internally illuminated other than soffit sidewalk lighting.	NA	
vii.	**Awnings** may be retractable.	NA	
viii.	All **awnings** on a single business shall be identical in color and form.	NA	
k.	Businesses are encouraged to place **tables, chairs and temporary displays** on the public sidewalk provided a minimum 5 foot wide clear corridor is maintained for pedestrians.	NA	
l.	Any **security shutters** shall be designed to be visually integrated with the Façade composition.	NA	
7.	**MISCELLANEOUS**		
a.	The use of **recycled and/or locally-sourced materials** is strongly encouraged.	The buildings will be insulated with TimberHP wood fiber-based insulation, made in Madison, Maine.	
b.	**Low-VOC** (Volatile Organic Compound) paints, sealants, and stains are strongly encouraged on	Low-VOC solid white stain will be applied on all surfaces requring treatment.	

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	all surfaces requiring such treatment.		
c.	**Facade colors** shall be harmonious with respect to the Building and Adjacent Buildings.	The facade colors will be classic white.	
d.	The following **items are prohibited** at Frontages: clothes drying apparatus, HVAC equipment utility or gas meters, antennas, satellite dishes, garbage containers, permanent grills, swimming pools, clothes lines, hot tubs and spas, unless no other location is feasible.	The frontages will not have clothes drying apparatus, HVAC equipment, utility or gas meters, antennas, satellite dishes, garbage containers, permanent grills, swimming pools, clothes lines, hot tubs, or spas.	
e.	**Flagpoles** are permitted.	The project will not have flagpoles.	
f.	**Light fixtures** shall be compatible with the style of the Building to which they are attached or otherwise associated.	The project will provide residential-quality light by having porch lights with soft, warm, yellow bulbs.These lights will be shielded by the porchs and stoop roofs, maintaining dark skies.	
g.	Any **security system signs** shall be affixed to a Building.	NA	
h.	A **real estate sign** advertising a property for sale or lease is permitted.	NA	
i.	**Utility boxes and gas meters** shall be located at the rear of Buildings where practicable and if located Adjacent to Rear Lanes, Alleys or Rear Access Easements, shall require durable protective bollards set in concrete. The bollards must be painted a light color for visibility.	As shown on the site plan, an electrical transformer will be located at the rear of the building adjacent to the parking lot. The project does not have gas meters.	
j.	**Utility boxes and meters** shall not be obstructed by landscaping or hardscape such that meter readers and maintenance personnel are unable to open or access utilities devices.	As shown on the site plan, the electrical transformer at the rear of the building will be easily accessible from the parking lot and will not be obstructed by landscaping or hardscape.	
k.	**Trash collection sites** shall be fully enclosed on three sides and enclosed on the fourth side with a self-closing gate. Materials and details shall be compatible with the Principal Building on the Lot. Both vehicle and pedestrian access to trash collection sites shall be provided.	The project proposes to add an enclosed, fenced dumpster pad at the southern end of the updated parking lot area. Access to and maintenance of the dumpster will be a part of the shared parking agreement paperwork with the Town.	
l.	Ground level **mechanical/telecommunication**		

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	equipment shall be designed so it does not encroach on walkways or parking areas, and shall not be visible from any Public Frontage.	Ground level mechanical and telecommunication equipment will be mounted on the side of the building and will be out of the frontage zone to the extent possible.	
m.	Buildings that are stylized in an attempt to use the **Building itself as advertising** shall be prohibited, particularly where the proposed architecture is the result of corporate or franchise architecture.	NA	
n.	**The following shall not be permitted:**		
i.	panelized extension wall materials;	NA	
ii.	Exterior fluorescent lights, other than compact fluorescent lights in the incandescent spectrum;	NA	
iii.	Colored light bulbs except seasonal displays;	NA	
iv.	Above-ground swimming pools, plastic or vinyl pool tiles, or "Cool Deck" pool surfaces in the 1st or 2nd Lot Layers;	NA	
v.	Signs on private property except as otherwise provided herein;	NA	
vi.	External alarm systems; and	NA	
vii.	Stucco over wood	NA	
o.	The **same Building Facade**, massing, floor plan, footprint, materials, or architectural style may not be constructed within a Block, or within ten surrounding Buildings, whichever is further; provided that mirror Elevations or styles may be built across the street from one another.	NA	
p.	In developments of **Lots accommodating 16 or more Buildings** having a potential single family Residential Principal Use, a minimum of four substantially different Facades and styles shall be provided per floor plan.	NA	
q.	Any **fence, wall, or Streetscreen** shall:		
i.	Be no more than 6 feet in height, measured from the average undisturbed grade of the Adjacent land at the property line;	NA	

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ii.	Have a finished side facing any Adjacent property, Thoroughfare, or water body;	NA	
iii.	Be maintained in a good, sturdy, upright condition, free of missing parts or broken slats or boards.	NA	
r.	There shall be no **parking or driveway** in the Frontage area between the Principal Building and the Frontage Line except to provide direct access to a garage entrance.	No parking or driveway is planned in the frontage area. As shown on the site plan, this project will utilize the existing Yarmouth Town Hall driveway, with parking to the rear of the buildings.	
s.	**String lights** are allowed in rear yards and are allowed in cafe seating patios or sidewalk café applications in predominantly horizontal plane configuration comprising repeated standard base hanging luminaires with design of such lighting subject to approval by the Planning Board as provided for in **Chapter 702 (Site Plan) Article J.4.f.**	This project will provide residential-quality light by having porch lights with soft, warm, yellow bulbs. These lights will be shielded by the porchs and stoop roofs, maintaining dark skies.	
t.	**Buildings and Structures of Value** may be altered or demolished only in accordance with municipal preservation standards and protocols.	There are no existing buildings or structures of value located on the site.	