

PLANNING / DESIGN ASSOCIATES

COMMERCIAL / RESIDENTIAL / RECREATIONAL DESIGN SERVICES

- Architectural Designers
- Consulting Engineers
- Site Planners / Landscape Architects
- Real Estate Development Consultants

9 Alexander Drive, Windham, Maine P/F (207) 892-2640 email plandesign@live.com

December 2, 2015

Re : Momentum Facility 102 Tandberg Trail

Amanda,

This is our reply to the peer review comments:

1. We understood that, due to the nature of this project, no stormwater plan would be required. If it is required, we will need time to produce the plan and calculations.

2. The rear detention pond has been relocated in order to meet the 25' setback from the septic field.

3 The front detention pond is graded to flow into the overflow catch basin(rim at 312.1), then into the curb catch basin(rim at 313.0). Site observations conducted during an October storm indicate that this catch basin system is in good working condition. The landscaped area is not really in the middle of the pond, but rather in front to preserve 3 large trees and the additional plantings required for the landscape buffer strip.

Two swales around the trees flow directly to the overflow catch basin. The sidewalk/curb act as a dam along the street. (Sidewalk elev 313.5 the parking area is elev 313.0). Therefore any stormwater would flow towards the rear of the site.

Any other solution would require removal of the existing trees and limit the landscape treatment along the buffer strip.

4. A stormwater maintenance plan and maintenance log has been developed. (see enclosed). Please review and comment. I am not clear who is responsible for review at the Town level.

5. See note #4

6. The ability to serve letter from the Portland Water District will be available as soon as the building plan is developed.

7. The client will stay with the 20 parking spaces.

Call me if you need additional information. Otherwise we will see you on the 9 th.



Fred Panico, Project Manager
Planning / Design Associates

Enc:

SP2

SP4

MAINTENANCE PLAN AND LOG

STORMWATER MANAGEMENT SYSTEM MAINTENANCE AGREEMENT

In Consideration Of site plan approval granted by the Planning department to a plan entitled 102 Tandberg Trail, Windham, Maine prepared for Momentum, Inc by Planning / Design Associates with the latest revision date being _____, approved by the Planning department on _____ and recorded at Cumberland County Registry of Deeds in plan book _____ page _____; the site plan and stormwater management plan shown on the unrecorded sheet _____ prepared by Planning _____ / Design Associates with the latest revision date _____ being on file at the Town of Windham, ME Planning and _____ Development office, a copy of which attached hereto as Exhibit 1, and pursuant to a Planning Board condition of approval, Momentum, Inc with a residence at 102 Tandberg Trail, Windham ME, being the owner of the _____ subject premises shown on the Plan and described in the deed recorded in said Registry of Deeds in book _____, page _____ does hereby agree, for themselves, their successors and assigns as follows:

1.

That Momentum, Inc at their own cost and expense and at all times in perpetuity, maintain in good repair and in proper working order the stormwater management system as shown on the said Plan, including, without limitation, the bio-retention pond and structures therefrom, for the benefit of 102 Tandberg Trail, Windham, ME, all persons in lawful possession of said premises and abutters thereto; further, that the town of Windham, ME and all persons in lawful possession and said abutters may enforce the agreement by any action at law or in equity in any court of jurisdiction; further, that after given the Owner written notice and a reasonable time to perform, the town may enter the premises and perform the maintenance of the stormwater management system in the event of failure or neglect. The expense, without limitation therefore to be reimbursed by the Town on demand. The determination of the Town of an event of failure or neglect shall be made by the town in its sole and exclusive discretion and shall be final and binding on the Owner unless appealed in writing to the Director of _____ or successor within 48 hours of receipt of notice from the town; provided, however, that the determination of the Town of an event of failure or neglect shall be final and not subject to appeal when the town determines that emergency condition requires immediate action.

2.

That the cost and expense of any work performed by the Town as set forth in Section 1 above and billed by the Town shall be a charge on the Property and shall be a continuing lien upon the Property. If the cost and expenses shall not be paid within 30 days after the due date, then said costs and expenses shall be delinquent and shall, together with interest at the rate of one and one half (1 1/2) percent per month or any portion thereof, costs of collection and reasonable attorneys' fees, becomes a continuing lien on the property owned by the delinquent owner, which lien shall bind the property, buildings and improvements thereon, as well as the delinquent owner, their heirs, devisees, successors, personal representatives and assigns. Such lien may be enforced by the town in any manner provided by law. the lien for unpaid Costs and Expenses established hereby shall be prior to all liens and encumbrances on the property other than (i) any mortgage recorded prior to the date on which the Costs and Expenses which are sought to be enforced become delinquent, and (ii) liens for real _____ estate taxes and other governmental / municipal assessments or charges against the property, or any other lien which according to the law takes priority over existing liens pursuant to any statute; provided, however, that any such lien shall not be subject to the provisions of 14 M.R.S.A. 4561 or 18-A M.R.S.A. 2-201 et seq., as the same may be amended or modified from time to time. All such Costs and Expenses, in addition to being a lien, shall also constitute the personal liability of the owner of the property so charged at the time of the work. In the collection of any costs and expense, defaulting Owner shall also pay all of the town's costs of collection, including reasonable attorneys' fees.

3.

That the Owners will, at their own cost and at all times in perpetuity, be responsible for the maintenance of the ponds, ground-cover and associated topography, the establishment of any contract services required to implement the stormwater management plan referenced above, and the keeping of records

and a maintenance log book. A copy of the maintenance log book will be submitted annually on or before July 15 to the Director of . At a minimum, the appropriate and relevant maintenance, inspection and record keeping activities for each of the stormwater management structures, measures and devices will be performed on the prescribed schedule contained in the stormwater management plan referenced above.

4. That this agreement shall not confer upon the said Town or any other person the right to utilize the stormwater management system for public use or the development of any other Property, and the Owner shall bear no financial responsibility by virtue of this agreement for enlarging the capacity of said stormwater management system for any reason whatsoever. This Agreement shall not affect or restrict the Owners' right to enlarge the capacity of the stormwater management system for future development subject to the prior review and approval of the Planning department of the Town of Windham, ME.

5. Nothing herein shall be construed to allow any change or deviation from the requirements of the site plan most recently approved by the Planning department of the Town of Windham, ME

6. That this agreement shall bind the undersigned Owners only so long as they retain any interest in said premises , and shall run with the land and be binding upon the Owners successors and assigns / heirs and assigns as their interests may from time to time appear, including, without limitation, Maine not for profit homeowners associations or corporations consisting of the owners of Lots as shown on said Plan.

IN WITNESS WHEREOF, _____ has caused this instrument to be signed and sealed by _____ thereunto duly authorized, on _____

PROPERTY OWNER

By: _____ STATE OF MAINE, CUMBERLAND, ss

Name: _____

Name: _____

Date _____

Then personally appeared the above-named Momentum, Inc and acknowledged the foregoing agreement to be the free act and deed of said _____ in their capacity before me,

Notary Public / Attorney at Law

Print Name: _____

DRAFT

AMANDA PLEASE REVIEW

Stormwater Facilities Inspection Checklist

Facility:
 Location:
 Town:

Date: _____

Time: _____

Inspector: _____

Inspection/Maintenance Item	Frequency	Satisfactory/ Unsatisfactory	Maintenance Performed
1. Parking Lots & Drives			
Sweep paved areas	Annual (Spring)		
2. Catch Basins, Manholes, Drain Pipes			
Clear debris	Semi-annual		
Check depth of sediment in sumps	Semi-annual		
Remove accumulated sediment	Annual		
3. Rip Rap Inlets/Outlets			
Inspect for bypassing	Semi-annual		
Remove accumulated sediment and debris	Semi-annual		
4. Culverts and Ditches			
Clear water course of debris	Semi-annual		
Check & repair visible erosion control stone	Semi-annual		
Check outlet stream for erosion or flooding	Semi-annual		
Repair/replace erosion control measures, as needed	Semi-annual		
5. Pervious Paver Patio			
Inspect Pervious pavers - (ensure it drains and water does not build up)	Monthly		
Sweep area	Weekly		
Vacuum pavers	Semi-annual		

Additional Comments: _____

AUTHORIZED FACILITY PERSONNEL SIGNATURE: _____

DATE: _____