

**23 JUNE 2012 VERSION**  
**Wastewater Disposal System**  
**Maintenance Agreement**

This Agreement is made as of 31 JULY, 2014 by the property owners (see attached list) hereto and their successors and assigns with respect to real estate located on Cliff Island in the City of Portland, Cumberland County, Maine.

1. **Property.** This Agreement shall apply to each parcel of real property improved by a residential dwelling unit served by plumbing facilities (those parcels being the "Lots" and each such parcel a "Lot") held by the Owners identified in **Exhibit A** located on Cliff Island in the City of Portland, Maine. For the purposes of this Agreement and the accompanying By-Laws of the Association (defined below), the number of Lots held by an Owner shall be determined for the purposes of the allocation of responsibilities and votes on the basis of distinctive and dividable properties.
2. **Owner.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot who has signed this Agreement, and the heirs, successors, assigns and personal representatives of said Owners, but, notwithstanding any applicable theory of mortgage law, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title by foreclosure or any proceeding in lieu of foreclosure.
3. **System.** The purpose of this Agreement is to provide for the maintenance and upkeep of the wastewater disposal system which services the Lots for the use and benefit of all Owners, and shall be binding upon all Owners. The Owners undersigned do hereby grant to and among each other and to the Association (as that term is defined below) such reasonable rights and easements as are necessary for the location, installation and maintenance of the System as are shown on the Plan attached here as **Exhibit B**.
4. **Association.** Stevan C. Little, Sr. has caused to be incorporated under Maine law a nonprofit corporation, the Cliff Island Septic System Association (the "Association"), for purposes of complying with the requirements of this Agreement. The Association shall own and maintain the infrastructure (including but not limited to pipes, pumps, tanks, reservoirs, and other items) that comprise the System, and the Owners do hereby convey such infrastructure as is now in place or inventory to the Association.
5. **Member.** Every Owner shall be a Member of the Association. When more than one person or entity holds an interest in any Lot, all such persons or entities shall be

Members. A person or entity who holds a fee or undivided fee interest merely as security for the performance of an obligation, however, shall not be a Member.

6. Voting. All Members of the Association shall be voting Members and the Association shall have one (1) class of voting membership. Each Lot shall represent one (1) indivisible vote. When more than one Member holds an ownership interest in a Lot, the vote for that Lot shall be exercised as such Members among themselves may determine by majority vote. In no event, however, shall the voting rights for a Lot be divided, nor shall more than one (1) vote be cast with respect to any one Lot. If Members who are Owners of a Lot are unable to agree in any instance as to how their vote shall be cast, in any instance, then the vote shall not be counted.
7. Expenses. Each Owner shall be assessed, and shall timely pay to the Association Treasurer, a sum equal to the system maintenance and upkeep expenses for the ensuing year multiplied by a fraction of which the numerator shall be the number of Lots owned by the Owner and the denominator shall be the total number of the Lots. The Association Board shall determine the yearly budget within its ordinary course of business, and shall distribute the proposed budget to Owners. The Budget shall include a reconciliation of amounts collected and amounts expended for the prior year's budget. Wastewater disposal system maintenance and upkeep shall be limited to that required to repair and perform ordinary service unless otherwise agreed by a 2/3 vote of all Owners, but shall include the cost of maintaining the Association as a nonprofit corporation in good standing under the laws of Maine, the cost of enforcing any provision of this Agreement and other costs and expenses necessary and proper for the effective and efficient functioning of the Association. With the exception of emergency situations as determined by the Executive Board, all maintenance and upkeep will be by competitive bid unless a non-competitive price is accepted by proper vote taken under the rules of the association, at a meeting duly called for the purpose of voting on the budget of the Association. The application of this provision to a particular Lot and/or Owner may be waived, deferred, or modified (and the yearly budget correspondingly adjusted) for good cause by majority vote of the Association Board. In the case of a deferral or other modification, the Board may, within its discretion, subject an Individual Owner to a later "make-up" or supplemental assessment to account for such deferral or modification.
8. Lien. Each Owner, by signing this Agreement, does covenant and agree to pay to the Association, within sixty (60) days after the date of notice of an assessment, all assessments made by the Association. Each assessment, together with interest in amounts or at rates specified by the Association and together with costs of collection, shall be a lien and charge upon the Lot against which each such assessment is made which lien shall continue until the assessment is paid and shall be the personal obligation of the Owner. The personal obligation of the Owner to pay such assessments, however, shall remain the

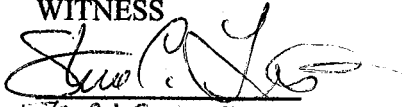
personal obligation of the person who was the Owner when the assessment was first due and shall not pass to successors in title unless expressly assumed by such successors.

9. Enforcement. The Association may bring a civil action against the Owner personally obligated to pay an assessment in order to enforce payment of the delinquent assessment or to foreclose the lien against the Lot, and there shall be added to the amount of such assessment due all costs of collection. In the event a judgment is obtained, such judgment shall include interest on the assessment, together with all the Association's attorney's fees and expenses and costs of the action. Repeat payment problems or unpaid and delinquent liens may, within the Association Board's discretion, become subject to a vote of termination of rights as to a Lot and/or Owner, in which case the Board may take such further action against the Lot and/or Owner as the Board shall deem necessary within its discretion, including but not limited to injunctive relief in court and/or disconnection of the subject Lot(s) from the shared System. The costs of disconnection shall be subject to a further lien against the Lot and shall be the personal liability of the affected Owner, and may be enforced and collected in the same manner as an assessment against the Lot.
  
10. Subordination. The lien of the assessments provided for shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots. Such subordination, however, shall apply only to the assessments which have become due and payable prior to a sale or transfer of a Lot pursuant to any allowable method of foreclosure, or any other proceeding in lieu of foreclosure. Upon request by an Owner of a mortgagee of a Lot, the Association shall issue such certificates as are necessary to indicate the status of the assessments. Such sale or transfer shall not discharge the lien of the Association of any assessment thereafter becoming due after the date of any such sale or transfer. The lien of the assessments also shall be subordinate to all utility easements which may be placed upon any Lot.
  
11. Severability. Invalidation of any one provision of this Agreement by competent authority shall in no way affect any other provision, which shall remain in full force and effect.
  
12. Amendment and Termination. This Agreement may be amended or terminated by a written instrument executed in recordable form and signed by Members entitled to cast at least 75% of the votes allocated to the Lots. Subject to the capacity of the System as determined by the Board within its sole discretion (in consultation with a consultant of its choosing if necessary), Additional Owners and Lots may be added to this Agreement by duly signed Amendment if signed by the new Owner and approved by a majority vote of the Association officers impanelled at the time of the proposed addition (and such Amendment shall be effective if it bears the signature of the majority of the Board). The

expenses of initial hooking in to the System shall be borne entirely by the new Lot Owner. The addition of Owners and Lots shall result in a pro-rata reapportionment of the System expenses and the adjustment of the yearly budget as provided above.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first above written:

WITNESS

  
STEVAN C. LITTLE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF MAINE  
COUNTY OF Cumberland, ss.

The foregoing Wastewater Disposal System Maintenance Agreement was acknowledged before me on 31<sup>st</sup> August, 2014 by Stevan C. Little  
July <sup>Aug</sup>

Signature: Maura A. Gallagher

Print Name: MAURA A. GALLAGHER

Notary Public of Maine

My Commission Expires: May 4, 2018

(NOTARY SEAL)

expenses of initial hooking in to the System shall be borne entirely by the new Lot Owner. The addition of Owners and Lots shall result in a pro-rata reapportionment of the System expenses and the adjustment of the yearly budget as provided above.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first above written:

WITNESS

*Patricia Bennett*  
Patricia Bennett

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF MAINE  
COUNTY OF \_\_\_\_\_, ss.

The foregoing Wastewater Disposal System Maintenance Agreement was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public of Maine  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

expenses of initial hooking in to the System shall be borne entirely by the new Lot Owner. The addition of Owners and Lots shall result in a pro-rata reapportionment of the System expenses and the adjustment of the yearly budget as provided above.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first above written:

WITNESS

<u>Richard Marsh</u> RICHARD MARSH	<u>Alexander</u> AND FULLERTON	<u>H. MacVane</u>
<u>Carol Griffin</u> CAROL GRIFFIN	<u>James</u> JAMES	<u>H. MacVane - Tray</u>
<u>L. Potter</u> L. POTTER	<u>Dianna Little</u> DIANNA LITTLE	<u>Caroline Welsh</u>
<u>M. Beaudoin</u> M. BEAUDOIN	<u>Michael Beaudoin</u> MICHAEL BEAUDOIN	

STATE OF MAINE  
COUNTY OF \_\_\_\_\_, ss.

The foregoing Wastewater Disposal System Maintenance Agreement was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public of Maine  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

expenses of initial hooking in to the System shall be borne entirely by the new Lot Owner. The addition of Owners and Lots shall result in a pro-rata reapportionment of the System expenses and the adjustment of the yearly budget as provided above.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first above written:

WITNESS

*Kathleen D. Swift*

*Kathleen D. Swift*

STATE OF MAINE

COUNTY OF \_\_\_\_\_, ss.

The foregoing Wastewater Disposal System Maintenance Agreement was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public of Maine

My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

expenses of initial hooking in to the System shall be borne entirely by the new Lot Owner. The addition of Owners and Lots shall result in a pro-rata reapportionment of the System expenses and the adjustment of the yearly budget as provided above.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first above written:

WITNESS

*Margaret Ann Struble Thompson*  
MARGARET STRUBLE THOMPSON

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF MAINE

COUNTY OF \_\_\_\_\_, ss.

The foregoing Wastewater Disposal System Maintenance Agreement was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public of Maine

My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)



expenses of initial hooking in to the System shall be borne entirely by the new Lot Owner. The addition of Owners and Lots shall result in a pro-rata reapportionment of the System expenses and the adjustment of the yearly budget as provided above.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first above written:

WITNESS

Dina Z. Peltz  
Dina Z. Peltz

Benjamin B. Peltz  
Benjamin B. Peltz

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF MAINE

COUNTY OF \_\_\_\_\_, ss.

The foregoing Wastewater Disposal System Maintenance Agreement was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

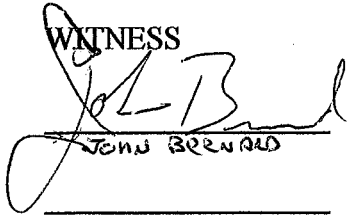
Notary Public of Maine

My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

expenses of initial hooking in to the System shall be borne entirely by the new Lot Owner. The addition of Owners and Lots shall result in a pro-rata reapportionment of the System expenses and the adjustment of the yearly budget as provided above.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first above written:

WITNESS  
  
\_\_\_\_\_  
JOHN BERNARD  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF MAINE  
COUNTY OF \_\_\_\_\_, ss.

The foregoing Wastewater Disposal System Maintenance Agreement was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

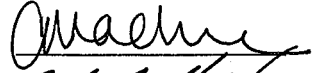
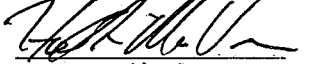
Notary Public of Maine  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

expenses of initial hooking in to the System shall be borne entirely by the new Lot Owner. The addition of Owners and Lots shall result in a pro-rata reapportionment of the System expenses and the adjustment of the yearly budget as provided above.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first above written:

WITNESS

  
  
H. MACJANE

STATE OF MAINE  
COUNTY OF \_\_\_\_\_, ss.

The foregoing Wastewater Disposal System Maintenance Agreement was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public of Maine  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

expenses of initial hooking in to the System shall be borne entirely by the new Lot Owner. The addition of Owners and Lots shall result in a pro-rata reapportionment of the System expenses and the adjustment of the yearly budget as provided above.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first above written:

WITNESS		<u>Root</u>	<u>PAGE</u>
<u>[Signature]</u>	# <u>109R-C-7</u>	<u>2175</u>	<u>392</u>
<u>[Signature]</u>	# <u>109B-F-5</u>	<u>2752</u>	<u>170</u>
_____	_____	_____	_____

STATE OF MAINE  
COUNTY OF \_\_\_\_\_, ss.

The foregoing Wastewater Disposal System Maintenance Agreement was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

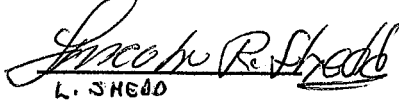
Notary Public of Maine  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

expenses of initial hooking in to the System shall be borne entirely by the new Lot Owner. The addition of Owners and Lots shall result in a pro-rata reapportionment of the System expenses and the adjustment of the yearly budget as provided above.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first above written:

WITNESS

  
L. SHEARD

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF MAINE  
COUNTY OF \_\_\_\_\_, ss.

The foregoing Wastewater Disposal System Maintenance Agreement was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public of Maine  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

expenses of initial hooking in to the System shall be borne entirely by the new Lot Owner. The addition of Owners and Lots shall result in a pro-rata reapportionment of the System expenses and the adjustment of the yearly budget as provided above.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of the date first above written:

WITNESS

  
Melissa Hatanaka

_____	_____	_____
_____	_____	_____
_____	_____	_____

STATE OF MAINE  
COUNTY OF \_\_\_\_\_, ss.

The foregoing Wastewater Disposal System Maintenance Agreement was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

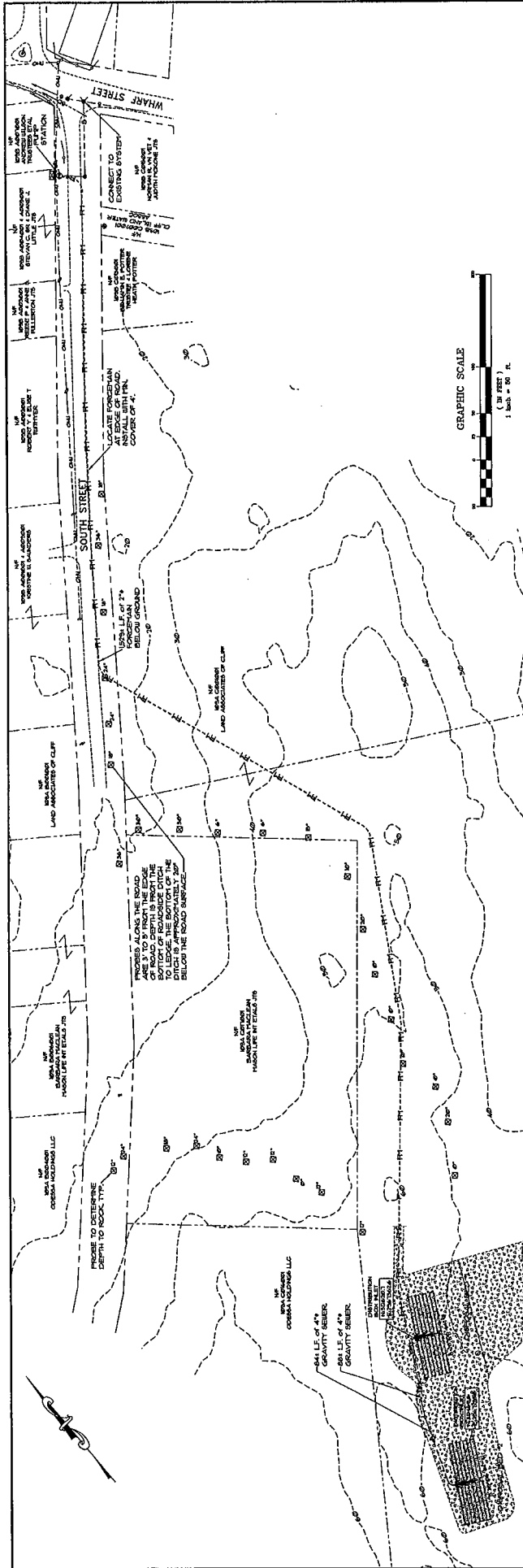
Notary Public of Maine  
My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

# EXHIBIT A

<b>CISSA MEMBERSHIP LIST</b>			
<b>NAME</b>	<b>ADDRESS</b>	<b>CBL NUMBER</b>	<b>BOOK/PAGE</b>
BEAUDOIN, MICHAEL	10 GRIFFINS LANE	109B F053001	23981/112
BEEBE, ROBERT W	38 SUNSET RD	109B B003001	11493/303
BENNETT, PATRICIA L.	8 REAMERS RD	109B F002001	24907/153
BERLE, ROGER K.	7 REAMERS RD	109B C007001	
COLE, JOANNA	14 CHURCH RD	109B D007001	23962/294
FULLERTON, REESE	17 SOUTH RD	109B A003001	11109/54
GRIFFIN, KAREN and JAMES	33 CHURCH RD	109B F011001	
GRIFFIN, GORDON S	12 GRIFFINS LANE	109B F055001	
MCVANE, CASEY	30 WHARF RD	109B D041001	27185/255
HATANAKA, IWAO	29 WHARF RD	109B C003001	27401/219
LITTLE, STEVAN	18 CHURCH RD	109B D029001	31533/79
LITTLE, STEVAN	13 SOUTH ROAD	109B A004001	11512/293
MARSH, RICHARD	25 SUNSET RD	109B D011001	12682/41
POTTER, DINA	11 REAMERS RD	109B C009001	21410/101
POTTER, BENJAMIN	20 SOUTH RD	109B C013001	23308/002
SHEDD, LINCOLN	32 WHARF RD	109B D003001	28096/295
SUNENBLICK, STEPHEN	2 REAMERS RD	109B F004001	14671/205
SWIFT, KATHLEEN	18 GRIFFINS LANE	109B F008001	23010/018
STRUBLE, MARGARET	31 SUNSET RD	109B D010001	
TRAY-MacVANE,	4 REAMERS RD	109B F003001	24367/219
WALSH, MATTHEW	30 SUNSET RD	109B B004001	28550/203

# EXHIBIT B



DISPOSAL BED LOCATION PLAN  
SCALE: 1"=40'

- ### GENERAL NOTES
- OWNER: CLIFF ISLAND SEPTIC SYSTEM ASSOCIATION, P.O. BOX 78, CLIFF ISLAND, MAINE. STEPHEN C. LITTLE, PRESIDENT; ROGER K. BERGE, TREASURER.
  - ENGINEER: PINKHAM & GREER CONSULTING ENGINEERS, FAIRHOPE, MAINE.
  - BOUNDARY INFORMATION TAKEN FROM CITY OF PORTLAND RECORDS AND TAX MAPS.
  - THESE INSTALLATIONS, TAKEN FROM THE SHEET OF 08-01-01, 02, 03, 04, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.
  - SOIL ANALYSIS BY MARK WATSON ASSOCIATES, INC., PORTLAND, MAINE.
  - TAX MAP REFERENCE: MAP 00A, LOT C-1 AND MAP 00A, LOT C-1.
  - ALL CONSTRUCTION AND SITE ALTERATIONS SHALL BE DONE IN ACCORDANCE WITH THE MAINE EROSION AND SEDIMENT CONTROL SHEET PUBLISHED BY THE PROTECTION LATEST EDITION (MARCH 2003).

### INSTALLATION NOTES FOR ELJEN IN-DRAIN BEDS

- THIS SYSTEM IS NOT DESIGNED FOR THE USE OF A GARAGE DISPOSAL.
- THIS SYSTEM IS NOT DESIGNED FOR BACODRUM FROM A WATER GOUTER.
- GRAVE CLEANING LIFTS SO THAT DRAINAGE IS MAINTAINED.
- IF ANY BEDS EXIST PRIOR TO THIS DISPOSAL BED AREA, THEY SHALL BE REMOVED PRIOR TO FILL PLACEMENT.
- ON BANNED SYSTEMS, THE ORGANIC LAYER MUST BE REPOSED FROM TOPSOIL OR BED AND SLOPE EXTENSION AREAS PRIOR TO FILL PLACEMENT. A BARRIER WITH TRENCH IS BEST USED FOR SLOPE EXTENSION AREAS. THE BARRIER SHALL BE INSTALLED AT THE EXISTING SOIL INTERFACE TO PREVENT TOPSOIL FROM MIXING WITH THE BED MATERIAL.
- SECURE BARRIER OVER DISPOSAL BEDS SHALL NOT EXCEED 36" (H/V). UNDEVELOPED DISPOSAL BEDS SHALL NOT EXCEED 41" (H/V).
- BACODRUM MATERIAL SHALL MEET SECTION 604.03 OF THE MAINE SPECIFICATIONS. ALL BACODRUM MATERIAL SHALL BE CLEAN BANK RUN SAND, FREE OF TOPSOIL OR MUDS AND DREDGINGS DIRECTLY beneath the bed.
- IF A BED IS TO BE INSTALLED IN AN AREA WHERE THE GSF PROFILES SHALL BE INSTALLED USING A 1/2" DIA. SAND AND NO GREATER THAN 1/2" DIA. SAND. THE SAND SHALL BE PASSED THROUGH A 20 MESH SIEVE AND NO PARTICLES PASSING A 20 MESH SIEVE AND LESS THAN 20 MESH SHALL BE PASSED THROUGH A 20 MESH SIEVE. THE SAND SHALL BE WASHED AND DRYED TO REMOVE ALL ORGANIC MATERIAL AND IS A RELIABLE CHOICE. SITUATION OF BANK RUN SAND MUST BE VERIFIED.
- FILL COVER MATERIAL AND BACODRUM MATERIAL (FILL) ADDED BELOW AND AROUND THE GSF PROFILES SHALL BE BANK RUN SAND WITH LESS THAN 1/4" TO 3/8" PASSING A 20 MESH SIEVE. THE SAND SHALL BE PASSED THROUGH A 20 MESH SIEVE AND NO PARTICLES PASSING A 20 MESH SIEVE AND LESS THAN 20 MESH SHALL BE PASSED THROUGH A 20 MESH SIEVE. THE SAND SHALL BE WASHED AND DRYED TO REMOVE ALL ORGANIC MATERIAL AND IS A RELIABLE CHOICE. SITUATION OF BANK RUN SAND MUST BE VERIFIED.
- ANY SYSTEM WHICH IS MORE THAN 18" BELOW FINISH GRADE AS MEASURED FROM THE TOP OF THE PROFILES SHALL BE VENTED.
- THIS DESIGN COMPLIES WITH AND MUST BE INSTALLED IN ACCORDANCE WITH THE ELJEN DESIGN AND INSTALLATION MANUAL.
- IF THE SYSTEM IS TO BE INSTALLED IN AN AREA WHERE THE GSF PROFILES SHALL BE INSTALLED USING A 1/2" DIA. SAND AND NO GREATER THAN 1/2" DIA. SAND. THE SAND SHALL BE PASSED THROUGH A 20 MESH SIEVE AND NO PARTICLES PASSING A 20 MESH SIEVE AND LESS THAN 20 MESH SHALL BE PASSED THROUGH A 20 MESH SIEVE. THE SAND SHALL BE WASHED AND DRYED TO REMOVE ALL ORGANIC MATERIAL AND IS A RELIABLE CHOICE. SITUATION OF BANK RUN SAND MUST BE VERIFIED.
- IF BEDS CAN NOT OCCUR BETWEEN SPECIFIED DATES, USE UNTIL THE FOLLOWING SPRING TO APPLY PERMANENT BED. DO NOT REPORT DRAINAGE, APPLY EROSION CONTROL, FRESH.

### LEGEND

- | EXISTING |                  | PROPOSED |                |
|----------|------------------|----------|----------------|
| ---      | PROPERTY LINE    | ---      | EDGE OF GRAVEL |
| ---      | BUILDING         | ---      | BANTRY SEWER   |
| ---      | BLANKET          | ---      | BANTRY MANHOLE |
| ---      | OVERHEAD UTILITY | ---      | PUMP STATION   |
| ---      | UTILITY POLE     | ---      |                |
| ---      | WELL             |          |                |

1	12/25/13	RELOCATED FOREMAN
2	3/26/13	REVISED FOREMAN LOCATION
REV	DATE	DESCRIPTION

CLIFF ISLAND SEPTIC SYSTEM ASSOCIATION  
P.O. BOX 78, CLIFF ISLAND, MAINE

WASTEWATER TREATMENT  
CLIFF ISLAND, PORTLAND MAINE

SCALE: AS SHOWN  
DATE: OCTOBER 5, 2012  
PROJECT: 11181

DRAWN BY: JOC  
CHECKED BY: ISG  
DATE: 11/18/13

C1.1

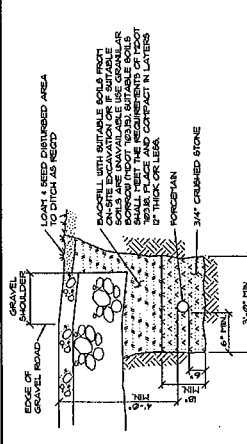




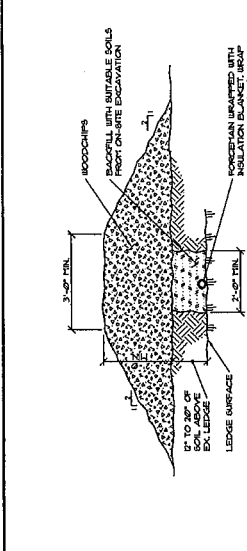
# EXHIBIT B

## EROSION CONTROL NOTES

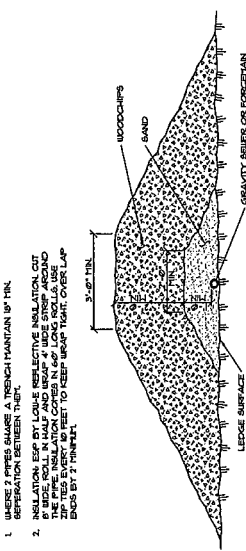
- GENERAL:**
- THE DRAWINGS DEPICT THE REQUIRED SOIL EROSION CONTROL MEASURES. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE CONSTRUCTION SITE IN SUCH A MANNER THAT:
  - SOIL EROSION IS KEPT TO A MINIMUM.
  - NO SEDIMENT LEAVES THE CONSTRUCTION SITE PROPERLY SEPARATED FROM ADJACENT AREAS.
  - NO EXCESSIVE DRAINAGE OCCURS AND BETLANDS EVEN BEYOND THE DETAILS SHOWN ON THIS PLAN IS NECESSARY.
- 1. ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN THE MANNER SHOWN ON THIS PLAN TO PREVENT THE EROSION OF SOIL FROM THE CONSTRUCTION SITE.**
- THE CONTRACTOR IS RESPONSIBLE FOR ALL FINES RESULTING FROM EROSION OR WETLAND AS A RESULT OF THIS PROJECT.
  - LOAM AND SEED OR COVER WITH WOOD CHIPS ALL DISTURBED AREAS AS SOON AS POSSIBLE AFTER DEMONSTRATION, BUT NO LONGER THAN 1 DAY. LOAM AND SEED ARE TO BE APPLIED TO ALL DISTURBED AREAS WITHIN 48 HOURS OF DEMONSTRATION. IF NECESSARY, THE CONTRACTOR SHALL REAPPLY LOAM AND SEED TO ALL DISTURBED AREAS WITHIN 14 DAYS OF DEMONSTRATION. SEED SHALL BE APPLIED TO ALL DISTURBED AREAS WITHIN 14 DAYS OF DEMONSTRATION. SEED SHALL BE APPLIED TO ALL DISTURBED AREAS WITHIN 14 DAYS OF DEMONSTRATION. SEED SHALL BE APPLIED TO ALL DISTURBED AREAS WITHIN 14 DAYS OF DEMONSTRATION.
  - INSPECT SOIL EROSION MEASURES FREQUENTLY AND AFTER SIGNIFICANT WEATHER EVENTS. MAKE ALL NECESSARY REPAIRS TO FACILITIES AS SOON AS POSSIBLE, BUT NO LATER THAN 48 HOURS OF DEMONSTRATION. REPAIRS TO FACILITIES SHALL BE APPLIED TO ALL DISTURBED AREAS WITHIN 14 DAYS OF DEMONSTRATION.
  - PROTECT AND STABILIZE ALL AREAS NOT SCHEDULED FOR EROSION PREVENTION OR DEMONSTRATION BUT THAT SHOW SIGNS OF EROSION. NOTIFY OWNER OF ANY SIGNIFICANT EROSION WITHIN 48 HOURS OF DEMONSTRATION.
  - APPLY MULCH TO BARE SOILS WITHIN 1 DAY OF INITIAL DEMONSTRATION OF SOILS WITHIN 48 HOURS OF DEMONSTRATION. MULCH SHALL BE APPLIED TO ALL DISTURBED AREAS WITHIN 14 DAYS OF DEMONSTRATION. MULCH SHALL BE APPLIED TO ALL DISTURBED AREAS WITHIN 14 DAYS OF DEMONSTRATION.



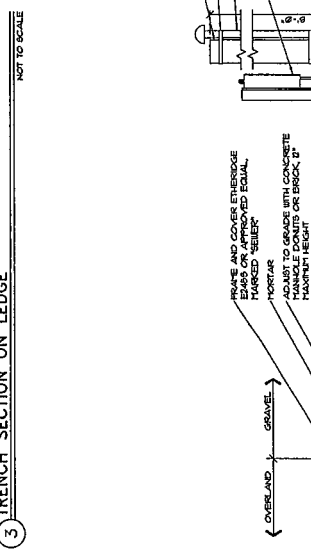
**2 TRENCH SECTION AT ROAD SHOULDER**  
NOT TO SCALE



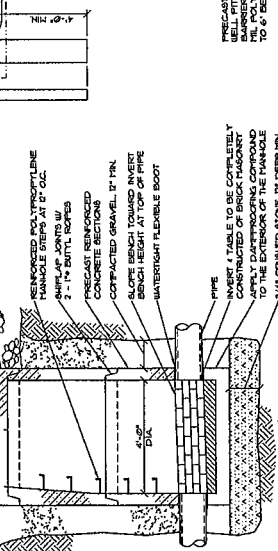
**3 SECTION WITH 12\"/>**



**4 SECTION ON LEDEGE**  
NOT TO SCALE



**5 TRENCH SECTION ON LEDEGE**  
NOT TO SCALE



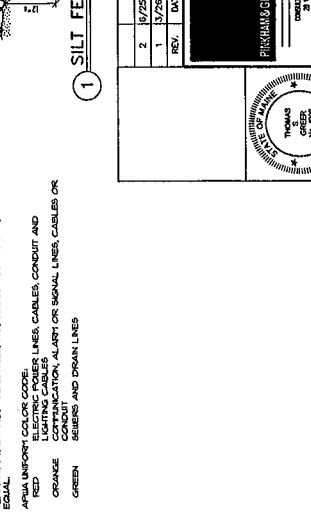
**6 PUMP STATION**  
NOT TO SCALE



**7 CONCRETE MANHOLE SECTION**  
NOT TO SCALE

- TOPSOIL:**
- SUITABLE TOPSOIL, SALVAGED FROM SITE OR SCREENED LOOSE AND CLEANED FROM FINE PARTICLES, SHALL BE USED FOR ALL SOIL CONSERVATION SERVICE CLASSIFICATION SYSTEMS. FREE FROM CONTAMINATION BY OILS, GREASE, FUELS, PAINTS, CHEMICALS, AND OTHER HAZARDOUS MATERIALS. TOPSOIL SHALL BE APPLIED TO ALL DISTURBED AREAS WITHIN 14 DAYS OF DEMONSTRATION. TOPSOIL SHALL BE APPLIED TO ALL DISTURBED AREAS WITHIN 14 DAYS OF DEMONSTRATION.
- 2. MATERIAL:**
- WATER: 6000 N. TO 6000 N. DIAMETER (BY VOLUME) ..... 20 - 25  
 SALT: 6000 N. TO 6000 N. DIAMETER (BY VOLUME) ..... 20 - 25  
 CLAY: LESS THAN 0.0002 N. DIAMETER (BY VOLUME) ..... 5 - 6
- STANDARD SPECIFICATION (DESIGNATION) (BY VOLUME) ..... 20 - 25
- ORGANICS (SHALL MEET THE REQUIREMENTS OF FDOT STANDARD SPECIFICATION (DESIGNATION) (BY VOLUME) ..... 20 - 25
- MULCH: 4\"/>

- SEEDING:**
- USE TEMPORARY SEED MIXES AND RATES BETWEEN 500 AND 900 LBS PER ACRE TO BE APPLIED TO ALL DISTURBED AREAS WITHIN 14 DAYS OF DEMONSTRATION. SEED SHALL BE APPLIED TO ALL DISTURBED AREAS WITHIN 14 DAYS OF DEMONSTRATION.
- PERMANENT SEED:**
- FOOT TRUCK METHOD NUMBER 3
- TEMPORARY SEED:**
- ANNUAL INTERSESS ..... 4000 LBS/ACRE 400 - 500  
 PERMANENT INTERSESS ..... 4000 LBS/ACRE 400 - 500  
 WATER RITE (100 LBS/1000) ..... 1000 LBS/ACRE 100 - 150  
 PHOSPHORUS (P) (FOUNDRY) ..... 10 - 20  
 PHOSPHORUS (P) (FOUNDRY) ..... 10 - 20
- MULCH:**
- APPLY MULCH TO BARE SOILS WITHIN 1 DAY OF INITIAL DEMONSTRATION OF SOILS WITHIN 48 HOURS OF DEMONSTRATION. MULCH SHALL BE APPLIED TO ALL DISTURBED AREAS WITHIN 14 DAYS OF DEMONSTRATION.



**8 SILT FENCE DETAIL**  
NOT TO SCALE



**9 UNDERGROUND UTILITIES WARNING TAPE**  
NOT TO SCALE

**CLIFF ISLAND SEPTIC SYSTEM ASSOCIATION**  
 P.O. BOX 78, CLIFF ISLAND, MAINE  
**WASTEWATER TREATMENT**  
 CLIFF ISLAND, PORTLAND MAINE

**DISPOSAL BED SYSTEM DETAILS**

SCALE: AS SHOWN  
 DATE: OCTOBER 5, 2012  
 DESIGNED BY: JAC  
 CHECKED BY: JAC  
 PROJECT: 1181

C2.1