SEBAGO LAKE SHORES PROPERTY OWNERS ASSOCIATION

BY-LAWS

ARTICLE I

Name

Section 1.1. The name of this Association is Sebago Lake Shores Property Owners Association (hereinafter called the "Association").

ARTICLE II

Purposes

The purposes of this Association are as follows:

Section 2.1. To establish an association of lot owners for the maintenance of roads, the clubhouse and other common areas of the Sebago Lake Shores subdivision;

Section 2.2 In addition to all the powers, authority and responsibilities granted to or imposed upon this Association by the laws of the State of Maine, all of which this Association shall have, this Association shall have the following specific powers to the fullest extent permitted by law:

> To levy and collect assessments and other charges against members as lot owners to maintain and repair the roads, to appoint agents, and to make contracts; to promulgate rules and regulations for the members of the Association and generally to do any and all lawful acts necessary or convenient for the fulfillment of the foregoing purposes.

Section 2.3. This Association is not organized for profit and no property or profit thereof shall be paid to the benefit of any person, partnership or corporation except in furtherance of the nonprofit making purposes of the Association.

ARTICLE III

Members

Section 3.1. The Members of the Association shall consist of all the lot owners in the Sebago Lake Shores subdivision. A lot is defined as all contiguous land in the same ownership whether by a person or persons or an entity. The subdivision has been divided into four sections prior to the enactment of these By-Laws and in the event that the Board of Directors decides to change the boundaries of these sections at any time in the future, these boundaries may be changed by a duly authorized vote at a Board of Directors meeting. The boundaries of the four sections are shown on the map in Exhibit A.

Section 3.2. Except as provided herein or in the prior By-Laws, membership shall not be transferable. The membership of each lot owner shall terminate upon a sale, transfer or other disposition, other than by mortgage, of the ownership interest of such lot owner in its or his or her lot, and thereupon the membership and any interest in this Association shall automatically transfer to and be vested in the next owner or owners succeeding to such ownership interest. The Association may, but shall not be required to, issue certificates or other evidence of membership therein

ARTICLE IV

Meeting of Members

Section 4.1. Meetings of the membership shall be held at such place as may be specified in the notice of the meeting

Section 4.2. The annual meetings of the members shall be held each year in July. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the provisions of Article V. The members shall also transact such other business as may properly come before them.

Section 4.3. It shall be the duty of the President or in his or her absence or disability, the duty of the Secretary, to call a special meeting of the members as directed by resolution of the Board of Directors, or upon a petition signed by at least fifty percent (50%) of the membership of the Association. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in said notice unless with the consent of thirty-five percent (35%) of the members present, either in person or by proxy.

Section 4.4. It shall be the duty of the Secretary, or upon his or her failure or neglect then of any officer or member, to mail by United States mail, postage prepaid, a notice of each annual or special meeting stating the purpose, and the time and place thereof, to each member of record, With respect to any special meeting, such notice shall be so mailed at least seven (7) days but no more than thirty (30) days prior to the date which has been set for the meeting.

Section 4.5. The presence, either in person or by proxy, of the holders of at least thirty-five percent (35%) of the votes of the Association as determined in accordance with Section 4.7 shall be requisite far and shall constitute a quorum for the transaction of business at all meetings of members.

Section 4.6. If at any meeting of members a quorum is not in attendance, those members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time at which the original meeting was called.

Section 4.7. Each member who is current in the payment of its or his or her assessments pursuant to Section VII shall be entitled to one (1) vote for each lot owned by such member. If any lot is owned by more than one (1) person, the voting rights for such lot shall not be divided but shall

be exercised only jointly as a unit. Unless by express provisions of these By-Laws a different vote is required, each question presented at a meeting shall be determined by a vote of a majority of lot owners. As used in these By-Laws, the term "majority of lot owners" shall mean those lot owners having more than fifty per cent (50%) of the total authorized votes as determined in accordance with this Section 4.7 of all members present in person or by proxy and voting in any meeting of the members.

Section 4.8. The vote of any corporate, partnership, limited liability company or trust member may be cast on its behalf by any officer, partner, manager, Director or beneficiary of such member and any such member may appoint, in writing, its officer, partner, manager, Director or beneficiary or any other member as its proxy. Each proxy must be filed with the Secretary prior to the commencement of a meeting, or at any subsequent time that the Board of Directors requires for delivery of proxies.

Section 4.9. Any action required or permitted to be taken at any meeting of the members may be taken without a meeting if a written consent thereto is signed by all the members permitted to vote pursuant to Section 4.7. The Secretary shall file such written consent with the records of the meetings of the members and such consent shall be treated as a unanimous vote of members for all purposes. Electronic signatures via email or fax shall be acceptable for written consents.

ARTICLE V

Board of Directors

Section 5.1. Each member of the Board of Directors shall be a lot owner or spouse of a lot owner, or in the case of a lot owner which is a corporation, partnership, limited liability company, trust or estate, a designated agent thereof. Each section of Sebago Lake Shores shall have three Directors. Each Director shall have one vote.

Section 5.2. The Board of Directors shall have all the powers, privileges and duties that Directors would have pursuant to Maine nonprofit corporation law.

Section 5.3. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and maintenance and repair of the road, the clubhouse and other common areas. The powers of the Board of Directors shall include, but not be limited to, the following:

(a) To elect the officers of the Association;

(b) To administer the affairs of the Association;

(c) To provide for the management, operation, maintenance, and repair of the roads;

(d) To estimate an annual operating budget and annual assessments for submission to the members for approval at the Annual Meeting, and to take all necessary or desirable

action with respect to the collection from the lot owners of their respective shares of the estimated expenses as hereinafter provided,.

Section 5.4. At the annual meeting of members in 2004, the term of office of one (1) Director from each section shall be fixed for four (4) years; the term of office of one (1) Director from each section shall be fixed at three (3) years; and the term of office of one (1) Director from each section shall be fixed at two (2) years. At the expiration of the initial term of office of each respective Director, his or her successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and qualified.

Section 5.5. Vacancies in the Board of Directors caused by any reason, including the failure of a Director to continue to meet the qualifications of office, shall be filled by a vote of a majority of the members of the section that elected the Director, entitled to vote at a special meeting of the members of that section held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting constitute less than a quorum, and each Director so elected shall be a member of the Board of Directors for the remainder of the term of the replaced Director.

Section 5.6. Annual meetings of the Board of Directors shall be held immediately following the annual meeting of the members and at the same place. Special meetings of the Board may be called by the President or a majority of the Board on at least five (5) days notice to each Director by mail or telegram.

Section 5.7. At all meetings of the Board of Directors, seventy-five percent (75%) of the Directors shall constitute a quorum for the transaction of business and any action may be taken by said seventy-five percent (75%) of the Directors.

Section 5.8. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a written consent thereto is signed by all the Directors. The Secretary shall file such written consent with the records of the meetings of the Board of Directors and such consent shall be treated as a unanimous vote of the Board of Directors for all purposes.

Section 5.9. Any Director may be removed from office by the vote of at least two-thirds (2/3) of the membership of the section of the Association that elected the Director.

Section 5.10. The members of the Board of Directors and all officers of the Association shall not be liable to the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless all officers and members of the Board of Director's against all contractual liability to others arising out of contracts made by the Board of Directors or officers on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of these By-Laws.

Section 5.11. Directors shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the members.

Section 5.12. No contract or other transaction between the Association and one or more of its Board of Directors members or between the Association and any corporation, firm or association in which one or more of the Board members are directors or officers, or are financially interested, shall be void or voidable because such Board member or members are present at any meeting of the Board which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) the fact that a Board of Directors member is also such a director or officer or has such financial interest is disclosed or known to the Board of Directors and is noted in the minutes thereof,' and the Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Board member or members, or

(b) The contract or transaction is made in good faith and not unconscionable to the Association at the time it is authorized, approved or ratified.

Any Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in this Section 5.12.

ARTICLE VI

Officers

Section 6.1. The officers of the Association shall be a President, a Secretary, a Treasurer, a Registered Agent and such assistants to such officers as the Board of Directors may deem appropriate, which officers shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 6.2. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors, either with or without cause, and any vacancy in any office may be filled by the Board of Directors at any meeting thereof.

Section 6.3. Each respective officer of the Association shall have such powers and duties as are including, but not limited, as follows:

(a) The President need not be a Director, but will have one vote at meetings of the Board of Directors, He or she shall be a lot owner and shall preside at all meetings of the members and of the Board of Directors;

(b) The Secretary shall keep minutes of all meetings of the members and of the Board of Directors and shall have charge of the membership transfer books and such other books, papers and documents as the Board of Directors may prescribe;

(c) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in Association books of account kept for such purpose;

(d) The same person may be elected and serve as Secretary and Treasurer. Neither the Secretary nor Treasurer need be a lot owner or Director.

(e) The Registered Agent shall be a resident of the State of Maine and shall discharge all duties required of him or her by the laws of the State of Maine or by the members of the Association. The Registered Agent shall act as the agent of the Association in the State of Maine upon whom process against the Association may be served and the Registered Agent need not be a lot owner in the Association.

Section 6.4. The officers shall receive no compensation for their services except as expressly provided by resolution duly adopted by the members or the Board of Directors.

ARTICLE VII

Operation of the Subdivision

Section 7.1. The fiscal year of the Association shall begin on the first day of January each year. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors.

Section 7.2. Books and accounts of the Association shall be kept under the direction of the Treasurer and in accordance with customary accounting principles and practices. The Association may furnish its members with a statement of the income and disbursements of the Association for each fiscal year within a reasonable time after the close of the same.

Section 7.3. No later than thirty (30) days prior to each Annual Meeting of the members of the Association, the Board of Directors shall estimate the Common Expenses for the following fiscal year and shall present such estimate to the members at their Annual Meeting as the proposed annual budget for such fiscal year. The annual assessment required to meet annual estimated Common Expenses for each fiscal year shall be approved by a majority vote of the members of the Association at their Annual Meeting held in the month of July prior to the commencement of the fiscal year to which the estimated budget of Common Expenses applies. If the members disapprove such budget then the budget for the preceding fiscal year shall be the budget for the succeeding fiscal year.

Section 7.4. All assessments shall be billed prior to each annual meeting by the Treasurer of the Association sending the bills therefor to the respective lot owners at the address recorded in the

Secretary's records either personally or by placing the bill in the United States mails, postage prepaid, addressed to the lot owner. All sums so assessed and billed shall become due no later than thirty (30) days after they are mailed out or on the date of the annual meeting, whichever is earlier. The owner of each lot shall pay to the Association as his or her assessment for Common Expenses his or her share of the total Common Expenses as reflected by the budget

Section 7.5. The members of the Association may from time to time at special meetings levy additional assessments for the purposes previously provided by the same majority of votes as required for the annual assessments.

Section 7.6. The assessments authorized hereunder billed by the Association shall be the personal responsibility of the owner of the lot for which the assessment shall be billed. If the assessment to a lot owner shall not be paid within thirty (30) days after the date when due, then said assessment shall be delinquent and shall be recoverable by the Association together with interest at the annual rate of eighteen percent (18%), costs of collection and reasonable attorneys' fees, pursuant to all remedies provided by law to the Association including, but not limited to, the bringing of an action at law against the delinquent lot owner. In addition, such assessment, interest and costs shall constitute a lien against the lot in favor of the Association from the date upon which such assessment became due which shall be prior to all other liens and encumbrances on a lot except for mortgages recorded before or after the date upon which the assessment sought to be enforced became delinquent. Such lien may be enforced and foreclosed by the Association in the same manner as a mortgage on real estate or by any other means provided by law or in equity.

ARTICLE VIII

All Terrain Vehicles

The use of All Terrain Vehicles (ATVs) in the Sebago Lake Shores subdivision is expressly prohibited on land owned by the Association. In the event that any lot owner allows an ATV to be operated on land owned by the Association, then the Association may bring a lawsuit to enjoin such use and reasonable attorneys' fees and court costs shall be recoverable by the Association from said lot owner. A lot owner may use All Terrain Vehicles (ATVs) on his, her or its property.

ARTICLE IX

Amendment

These By-Laws may be amended at any regular or special meeting of the members of the Association duly held in accordance with the provisions of these By-Laws at which a quorum shall be present in person or by proxy by a vote of the lot owners holding of record not less than seventy-five percent (75%) of the votes in the Association entitled to be cast.

ARTICLE X

Miscellaneous

Section 10.1. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 10.2. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof. Reference in these By-Laws to Sections without reference to the document in which they are contained are references to these By-Laws.

Section 10.3. In the event of any conflict or discrepancy between the prior By-Laws and these By-Laws being adopted today, these By-Laws shall prevail.

Adopted at a meeting of the members by unanimous consent at Sebago, Maine on the 11th day of July, 2009.

BOARD OF DIRECTORS

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

Name:

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Return to:
New England Title, LLC
2320 Congress Street
Portland, ME 04102

MAINE REAL ESTATE TAX-Paid

WARRANTY DEED
(Maine Statutory Short Form)

DLN: 1002040095459

* f/k/a Patricia M. Hammoud

KNOW ALL PERSONS BY THESE PRESENTS, that I, **Patricia Stasinowsky*** of ***Casco***, County of ***Cumberland*** and State of Maine, for consideration paid, GRANT to **Cote Housing, LLC**, a Maine limited liability company with its principal place of business in Minot, County of Androscoggin and State of Maine, whose mailing address is 42 Rodmar Road, Minot, ME 04258, with **WARRANTY COVENANTS**, the land with buildings thereon in Casco, County of Cumberland and the State of Maine, described as follows:

*42 Rodmar Road

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Meaning and intending to convey the same premises described in the deed of Jill Gagnon and Phillip Gagnon, dated October 5, 2001 and recorded at the Cumberland County Registry of Deeds in Book 16824, Page 81.

Witness my hand and seal this 19th day of May 2020

Witness

Patricia Stasinowsky

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

May 19,2020

Then personally appeared before me the above- named Patricia Stasinowsky and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Notary Public/ Attorney at Law
RICHARD W. AIREY
Notary Public - State of Maine
My Comm. Expires Oct. 3, 2025

Richard E. Airey
Notary Public - State of Maine
My Commission Expires Oct. 3, 2025

DOC :29369 BK:36771 PG:167
RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS
06/04/2020, 08:46:34A
Register of Deeds Nancy A. Lane E-RECORDED

EXHIBIT "A"

File No.: S20-160C

82 Lake shore Drive, Casco, Maine

Three (3) certain lots or parcels of land, situated at Casco in the County of Cumberland and State of Maine, being lots numbered 595, 596 and 597, as shown on a plan of Sebago Lake Shores, which plan is recorded in Cumberland County Registry of Deeds in Plan Book 21, Page 11.

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Department of Human Ser
Division of Health Engineering, 10
(207) 287-5672 Fax: (207) 287-

CASCO PERMIT # 2790 APPLICANTS COPY

Date Permit Issued: 10/15/07 | 11/12/10 | FEE | ☐ # Double Fee Charged

Local Plumbing Inspector Signature | L.P.I. # 1619

THE WORK SPECIFIED IN THIS APPLICATION IS HEREBY AUTHORIZED TO BE INSTALLED IN ACCORDANCE WITH THE RULES. THIS PERMIT EXPIRES AFTER TWO YEARS FROM DATE ISSUED UNLESS WORK HAS COMMENCED.

PROPERTY LOCATION

City, Town, or Plantation	CASCO
Street or Road	82 LAKE SHORE DRIVE
Subdivision, Lot #	

OWNER/APPLICANT INFORMATION

Name (last, first, MI): STASINOWSKY, FRED AND PATTY ☒ Owner ☐ Applicant

Mailing Address of Owner/Applicant	112 MERRILL ROAD POWNAL, MAINE 04069
Daytime Tel. #	688-4166

Municipal Tax Map # 20 Lot # 11

OWNER OR APPLICANT STATEMENT

I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a Permit.

Signature of Owner or Applicant — Date: 10/15/07

CAUTION: INSPECTION REQUIRED

I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application.

Local Plumbing Inspector Signature — (1st) date approved — (2nd) date approved

PERMIT INFORMATION

TYPE OF APPLICATION

- ☐ 1. First Time System
- ☒ 2. Replacement System
  - Type replaced: _____
  - Year Installed: _____
- ☐ 3. Expanded System
  - ☐ a. Minor Expansion
  - ☐ b. Major Expansion
- ☐ 4. Experimental System
- ☐ 5. Seasonal Conversion

THIS APPLICATION REQUIRES

- ☐ 1. No Rule Variance
- ☐ 2. First Time System Variance
  - ☐ a. Local Plumbing Inspector Approval
  - ☐ b. State & Local Plumbing Inspector Approval
- ☒ 3. Replacement System Variance
  - ☒ a. Local Plumbing Inspector Approval
  - ☐ b. State & Local Plumbing Inspector Approval
- ☐ 4. Minimum Lot Size Variance
- ☐ 5. Seasonal Conversion Permit

DISPOSAL SYSTEM COMPONENTS

- ☒ 1. Complete Non-engineered System
- ☐ 2. Primitive System (greywater & alt. toilet)
- ☐ 3. Alternative Toilet, specify: _____
- ☐ 4. Non-engineered Disposal Area
- ☐ 5. Holding Tank, _____ gallons
- ☐ 6. Non-engineered Disposal Field (only)
- ☐ 7. Separated Laundry System
- ☐ 8. Complete Engineered System (2000 gpd or more)
- ☐ 9. Engineered Treatment Tank (only)
- ☐ 10. Engineered Disposal Field (only)
- ☐ 11. Pre-treatment, specify: _____
- ☐ 12. Miscellaneous Components

SIZE OF PROPERTY

.03 ☐ SQ. FT. ☒ ACRES

SHORELAND ZONING

☒ Yes ☐ No

DISPOSAL SYSTEM TO SERVE

- ☒ 1. Single Family Dwelling Unit, No. of Bedrooms: 3
- ☐ 2. Multiple Family Dwelling, No. of Units: _____
- ☐ 3. Other: _____ (specify)

Current Use ☒ Seasonal ☐ Year Round ☐ Undeveloped

TYPE OF WATER SUPPLY

☐ 1. Drilled Well ☐ 2. Dug Well ☐ 3. Private ☒ 4. Public ☐ 5. Other

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)

TREATMENT TANK

- ☒ 1. Concrete
  - ☐ a. Regular
  - ☐ b. Low Profile
- ☐ 2. Plastic
- ☐ 3. Other: 1000
  - CAPACITY: _____ GAL.

DISPOSAL FIELD TYPE & SIZE

- ☐ 1. Stone Bed ☐ 2. Stone Trench
- ☒ 3. Proprietary Device
  - ☐ a. duster array ☒ c. Linear
  - ☒ b. regular load ☐ d. H-20 load
- ☐ 4. Other: _____
- SIZE: 800 ☒ sq. ft. ☐ lin. ft.

GARBAGE DISPOSAL UNIT

- ☒ 1. No ☐ 2. Yes ☐ 3. Maybe

If Yes or Maybe, specify one below:

- ☐ a. multi-compartment tank
- ☐ b. ___ tanks in series
- ☐ c. increase in tank capacity
- ☐ d. Filter on Tank Outlet

DESIGN FLOW

360 gallons per day

BASED ON:

- ☒ 1. Table 501.1 (dwelling unit(s))
- ☐ 2. Table 501.2 (other facilities)

SHOW CALCULATIONS for other facilite

SOIL DATA & DESIGN CLASS

PROFILE / CONDITION / DESIGN: 3 / D / 1

at Observation Hole # 1

Depth 12 "

of Most Limiting Soil Factor

DISPOSAL FIELD SIZING

- ☐ 1. Small—2.0 sq. ft. / gpd
- ☐ 2. Medium—2.6 sq. ft. / gpd
- ☒ 3. Medium—Large 3.3 sq. ft / gpd
- ☐ 4. Large—4.1 sq. ft. / gpd
- ☐ 5. Extra Large—5.0 sq. ft. / gpd

EFFLUENT/EJECTOR PUMP

- ☐ 1. Not Required
- ☒ 2. May Be Required
- ☐ 3. Required

Specify only for engineered systems:

DOSE: _____ gallons

- ☐ 3. Section 503.0 (meter readings)

ATTACH WATER METER DATA

LATITUDE AND LONGITUDE at center of disposal area

Lat. 43 d 55 m 25 s

Lon. 70 d 32 m 58 s

If g.p.s, state margin of error ±10'

SITE EVALUATOR STATEMENT

I certify that on 10/15/06 (date) I completed a site evaluation on this property and state that the data reported are accurate an that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (10-144A CMR 241).

Site Evaluator Signature — SE # 267 — Date 2/20/07

ALAN L. BURNELL — Site Evaluator Name Printed

583-2134 — Telephone Number

ALANB@MEGALINK.NET — E-mail Address

Note: Changes to or deviations from the design should be confirmed with the Site Evaluator.

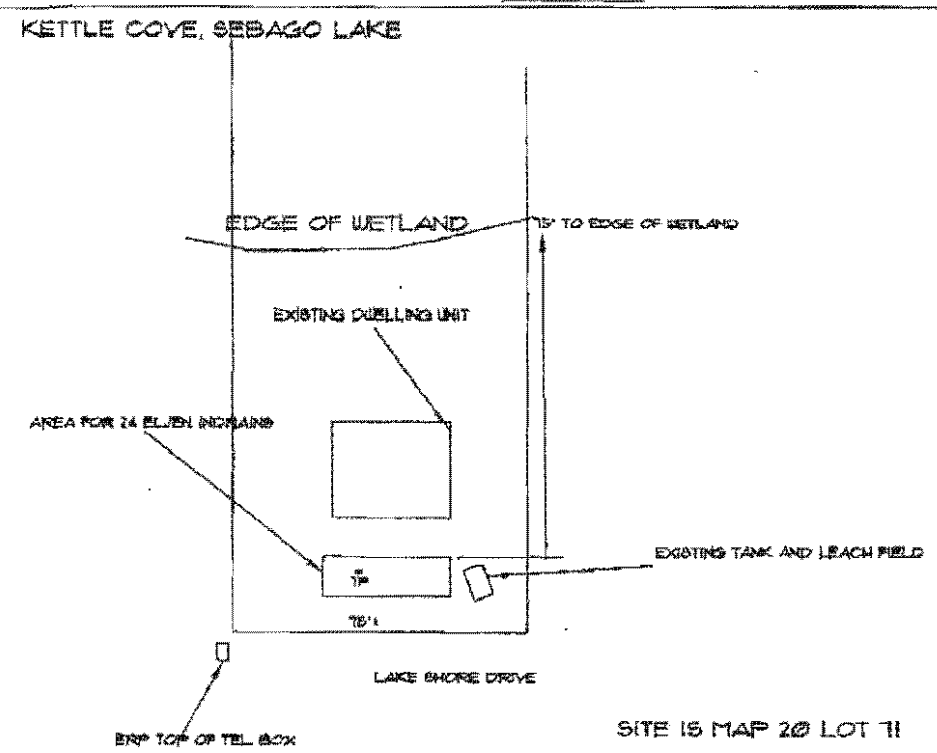
HHE-200 Rev. 8/01

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Human Services
Division of Health Engineering
(207) 287-5672 Fax: (207) 287-3165

Town, City, Plantation	Street, Road, Subdivision	Owner's Name
CASCO	82 LAKE SHORE DRIVE	F & P. STASINOWSKY

SITE PLAN Scale 1" = 50 ft. or as shown



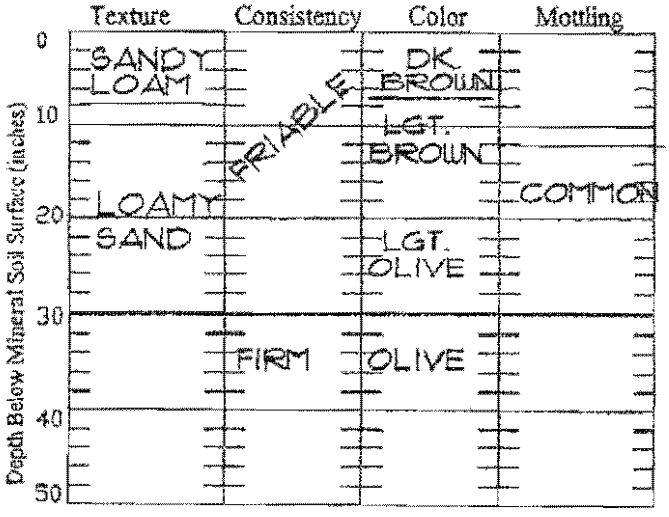
SITE IS MAP 20 LOT 11

SITE LOCATION PLAN
(map from Maine Atlas recommended)

SEE ATTACHED

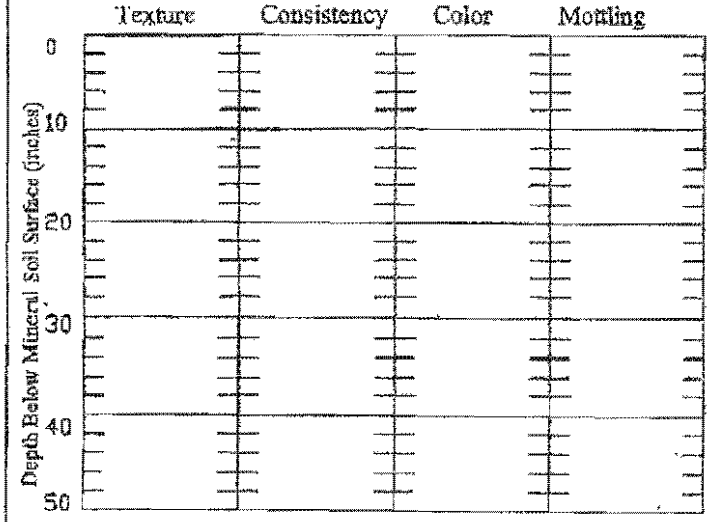
SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole # 1 ☒ Test Pit ☐ Boring
4 " Depth of Organic Horizon Above Mineral Soil



Soil Classification	Slope	Limiting Factor	
3 Profile / D Condition	1 %	12 "	☒ Ground Water [ ] Restrictive Layer [ ] Bedrock [ ] Pit Depth

Observation Hole ____ ☐ Test Pit ☐ Boring
____ " Depth of Organic Horizon Above Mineral Soil



Soil Classification	Slope	Limiting Factor	
Profile / Condition	%	"	[ ] Ground Water [ ] Restrictive Layer [ ] Bedrock [ ] Pit Depth

Site Evaluator Signature | 267 SE # | 2/20/06 Date

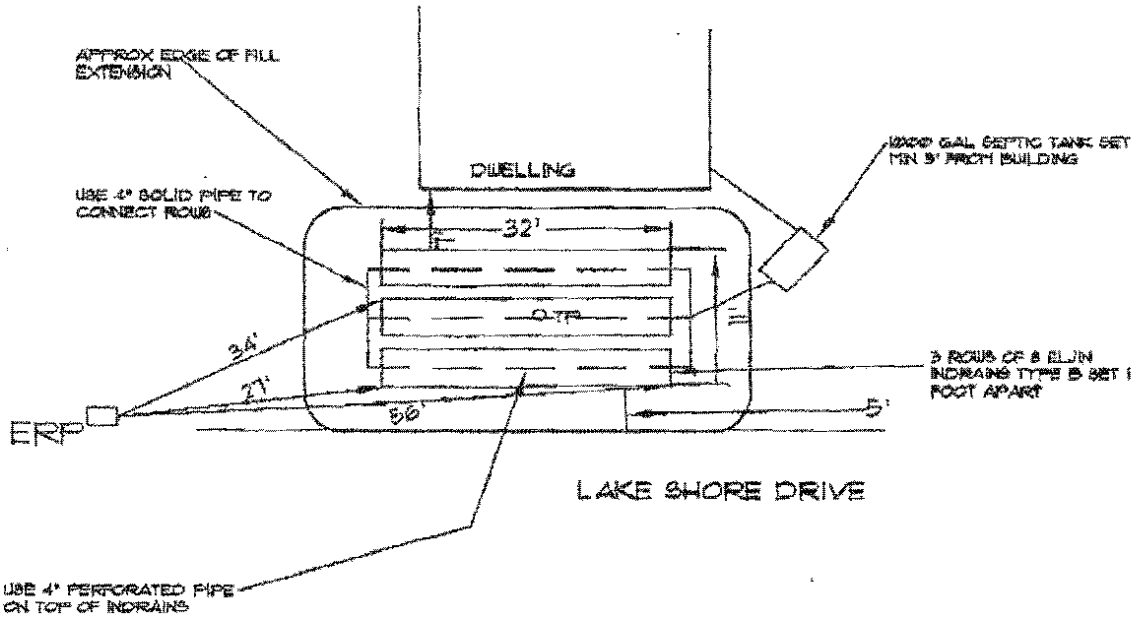
SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Human Services
Division of Health Engineering
(207) 287-5672 Fax: (207) 287-3165

Town, City, Plantation	Street, Road, Subdivision	Owner's Name
CASCO	82 LAKE SHORE DRIVE	F & P STASINOWSKY

SUBSURFACE WASTEWATER DISPOSAL PLAN

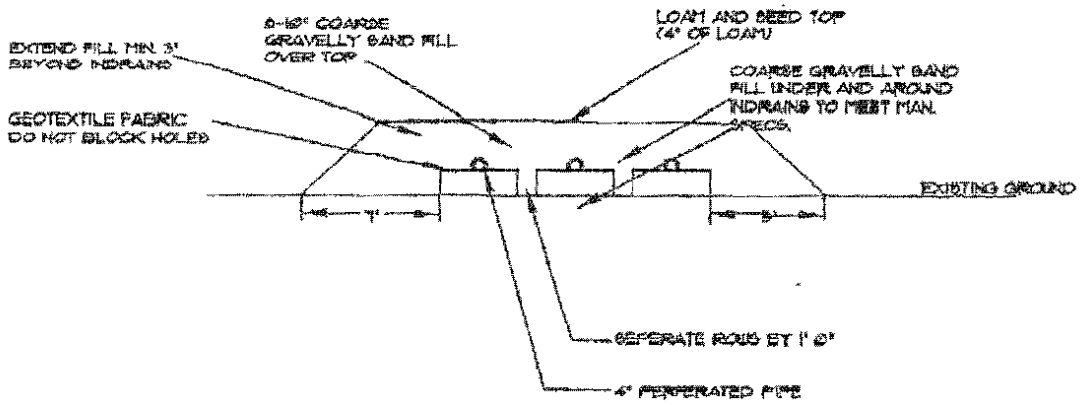
SCALE: 1" = 20 FT.



FILL REQUIREMENTS		CONSTRUCTION ELEVATIONS		ELEVATION REFERENCE POINT
Depth of Fill (Upslope)	24"	Finished Grade Elevation	-16	Location & Description: TOP OF TELEPHONE BOX
		Top of Distribution Pipe or Proprietary Device	-29	
Depth of Fill (Downslope)	24"	Bottom of Disposal Area	-40	Reference Elevation: 0"

DISPOSAL AREA CROSS SECTION

Scale
Horizontal 1" = 10' ft.
Vertical 1" = 5' ft.



Site Evaluator Signature	SE #	Date
	267	2/20/07

Replacement System Variance Request

VARIANCE CATEGORY	LIMIT OF LPI'S APPROVAL AUTHORITY						VARIANCE REQUESTED TO:	
SOILS								
Soil Profile	Ground Water Table			to 7"				inches
Soil Condition	Restrictive Layer			to 7"				inches
from HHE-200	Bedrock			to 12"				inches
SETBACK DISTANCES (in feet)	Disposal Fields (total design flow)			Septic Tanks (total design flow)			Disposal Fields	Septic Tanks
From	Less than 1000 gpd	1000 to 2000 gpd	Over 2000 gpd	Less than 1000 gpd	1000 to 2000 gpd	Over 2000 gpd	To	To
Wells with water usage of 2000 or more gpd or public water supply wells	300 ft	300 ft	300 ft	150 ft	150 ft	150 ft		
Owner's wells	100 down to 60 ft [a]	200 down to 100 ft	300 down to 150 ft	100 down to 50 ft [b]	100 down to 50 ft	100 down to 50 ft		
Neighbor's wells	100 down to 60 ft [f]	200 down to 120 ft [f]	300 down to 180 ft [f]	100 down to 50 ft [f]	100 down to 75 ft [f]	100 down to 75 ft [f]		
Water supply line	10 ft	20 ft	25 ft [h]	10 ft	10 ft	10 ft [h]		
Water course, major - for replacements only, see Table 400.4 for major expansions	100 down to 60 ft [d]	200 down to 120 ft [d]	300 down to 180 ft [d]	100 down to 50 ft [b]	100 down to 50 ft	100 down to 50 ft	75'	60'
Water course, minor	50 down to 25 ft [e]	100 down to 50 ft [e]	150 down to 75 ft [e]	50 down to 25 ft [e]	50 down to 25 ft [e]	50 down to 25 ft [e]		
Drainage ditches	25 down to 12 ft	50 down to 25 ft	75 down to 35 ft	25 down to 12 ft	25 down to 12 ft	25 down to 12 ft		
Edge of fill extension – Coastal wetlands, special freshwater wetlands, great ponds, rivers, streams	25 ft [e]	25 ft [e]	25 ft [e]	25 ft [e]	25 ft [e]	25 ft [e]		
Slopes greater than 3:1	10 ft [g]	18 ft [g]	25 ft [g]	N/A	N/A	N/A		
No full basement [e.g. slab, frost wall, columns]	15 down to 7 ft	30 down to 15 ft	40 down to 20 ft	8 down to 3 ft	14 down to 7 ft	20 down to 10 ft	7'	5'
Full basement [below grade foundation]	20 down to 10 ft	30 down to 15 ft	40 down to 20 ft	8 down to 5 ft	14 down to 7 ft	20 down to 10 ft		
Property lines	10 down to 5 ft [c]	18 down to 9 ft [c]	20 down to 10 ft [c]	10 down to 4 ft [c]	15 down to 7 ft [c]	20 down to 10 ft [c]	5'	
Burial sites or graveyards, measured from the down toe of the fill extension	25 ft	25 ft	25 ft	25 ft	25 ft	25 ft		

OTHER
1. Fill extension Grade - to 3:1
2.
3.

Footnotes: [a.] Single-family well setbacks may be reduced as prescribed in Section 701.2.
[b.] This distance may be reduced to 25 feet, if the septic or holding tank is tested in the plumbing inspector's presence and shown to be watertight or of monolithic construction.
[c.] Additional setbacks may be needed to prevent fill material extensions from encroaching onto abutting property.
[d.] Additional setbacks may be required by local Shoreland zoning.
[e.] Natural Resource Protection Act requires a 25 feet setback, on slopes of less than 20%, from the edge of soil disturbance and 100 feet on slopes greater than 20%. See Chapter 15.
[f.] May not be any closer to neighbors well than the existing disposal field or septic tank unless written permission is granted by the neighbor. This setback may be reduced for single family houses with Department approval. See Section 702.3.
[g.] The fill extension shall reach the existing ground before the 3:1 slope or within 100 feet of the disposal field.
[h.] See Section 1402.10 for special procedures when these minimum setbacks cannot be achieved.

SITE EVALUATOR'S SIGNATURE — DATE 2/20/07

FOR USE BY THE DEPARTMENT ONLY

The Department has reviewed the variance(s) and (☐ does ☐ does not) give its approval. Any additional requirements, recommendations, or reasons for the Variance denial, are given in the attached letter.

SIGNATURE OF THE DEPARTMENT — DATE

REPLACEMENT SYSTEM VARIANCE REQUEST

THE LIMITATIONS OF THE REPLACEMENT SYSTEM VARIANCE REQUEST

This form shall be attached to an application (HHE-200) for the proposed replacement system which requires a variance to the Rules. The LPI shall review the Replacement System Variance Request an HHE-200 and may approve the Request if all of the following requirements can be met, and the variance(s) requested fall within the limits of LPI's authority.

1. The proposed design meets the definition of a Replacement System as defined in the Rules (Sec. 2006)
2. There will be no change in use of the structure except as authorized for minor expansions outside the shoreland zone of major waterbodies/courses.
3. The replacement system is determined by the Site Evaluator and LPI to be the most practical method to treat and dispose of the wastewater.
4. The BOD5 plus S.S. content of the wastewater is no greater than that of normal domestic effluent.

GENERAL INFORMATION Town of Casco

Permit No. 2790 Date Permit Issued 10/15/07

Property Owner's Name: Fred and Patty Stasinowsky Tel. No.: 655-4166

System's Location: 82 Lake Shore Drive Casco, Maine

Property Owner's Address: 112 Merrill Road Pownal, Me. 04069

(If different from above) _____

SPECIFIC INSTRUCTIONS TO THE:

LOCAL PLUMBING INSPECTOR (LPI):

If any of the variances exceed your approval authority and/or do not meet all of the requirements listed under the Limitations Section above, then you are to send this Replacement System Variance Request, along with the Application, to the Department for review and approval consideration before issuing a Permit. (See reverse side for Comments Section and your signature.)

SITE EVALUATOR:

If after completing the Application, you find that a variance for the proposed replacement system is needed, complete the Replacement Variance Request with your signature on reverse side of form.

PROPERTY OWNER:

If has been determined by the Site Evaluator that a variance to the Rules is required for the proposed replacement system. This variance request is due to physical limitations of the site and/or soil conditions. Both the Site Evaluator and the LPI have considered the site/soil restrictions and have concluded that a replacement system in total compliance with the Rules is not possible.

PROPERTY OWNER

I understand that the proposed system requires a variance to the Rules. Should the proposed system malfunction, I release all concerned provided they have performed their duties in a reasonable and proper manner, and I will promptly notify the Local Plumbing Inspector and make any corrections required by the Rules. By signing the variance request form, I acknowledge permission for representatives of the Department to enter onto the property to perform such duties as may be necessary to evaluate the variance request.

Dan Stasinowsky — SIGNATURE OF OWNER

10/15/07 — DATE

LOCAL PLUMBING INSPECTOR

I, Edward Thayer, the undersigned, have visited the above property and have determined to the best of my knowledge that it cannot be installed in compliance with the Rules. As a result of my review of the Replacement Variance Request, the Application, and my on-site investigation, I **(check and complete either a or b)**:

a. (approve) disapprove) the variance request based on my authority to grant this variance. Note: If the LPI does not give his approval, he shall list his reasons for denial in **Comments** Section below and return to the applicant. **--OR--**

b. find that one or more of the requested Variances exceeds my approval authority as LPI. I (recommend, do not recommend) the Department's approval of the variances. Note: If the LPI does not recommend the Department's approval, she shall state his reasons in Comments Section below as to why the proposed replacement system is not being recommended.

Comments:

_____

_____

Edward Thayer — LPI SIGNATURE

10/15/07 — DATE

HHE-204 Rev 6/00