



City of Gardiner
Planning Board Review Application

Project Name: Bunking Mattress & Furniture Project Cost: _____
Date of submission: _____ Received by: _____ Fees: _____

A complete written description of the proposed project including all other local, state and federal permits required for the project.

Space will be used as is. No internal or external construction to be completed. My business displays will consist of 3500 sq feet and storage will encompass ^{remains}.

Anticipated beginning/completion dates of construction: 3/1/2024, No construction.

1. **General Information:** (6.3.2)

Name of Property Owner: St Laurent Properties LLC
Address: 20 Highland Springs Lewiston Me 04240
Phone/Fax No: 207-784-7944

Applicant/Agent Name: Esse Dodge
Address: 594 Benton Ave Winslow Me 04901
Phone/Fax No: 207-877-4244

Design Professional(s)/Contractor(s): Surveyor Engineer Architect Contractor

Name: _____
Address: N/A
Phone/Fax No: _____

Name: _____
Address: N/A
Phone/Fax No: _____

Name: _____
Address: N/A
Phone/Fax No: _____

Signature: [Handwritten Signature] Date: 1/11/2024

2. **Property Information:** (6.3.2)

- * Property Location: 10 Commonwealth Ave. City Tax Map(s) 28 Lot(s) 66
- * Deed Ref: Book 11444 Page 63 Zoning District(s): MUV
- * Copy of the tax map showing the property and surrounding location.
- * Verification of the applicant's right, title, and interest in the property.

3. **Development Information:** (6.3.2.7)

One or more site maps drawn to scale showing the following:

a.) The existing conditions on the property including: (6.3.2.7.1)

1. The property boundaries; See tax map
2. The zoning district and zoning district boundaries if the property is located in more than one zone; See Zoning Mx
3. The location of required setbacks, buffers and other restrictions: See Setback map
4. The location of any easements or rights-of-way; NIA
5. The locations of existing structures and other existing improvements on the property including a description of the current use of the property; See satellite map
6. The locations of existing utilities on and adjacent to the property including sewers, water mains, stormwater facilities, gas mains, and electric and other telecommunication facilities; See Utilities map
7. The location of the nearest source of a fire protection water supply (hydrant, fire pond, etc.)
8. The general topography of the property indicating the general slope of the land and drainage patterns. The CEO and/or Planning Board may require a topographic survey of all or a portion of the property for projects involving the construction of new or expanded structures or site modifications. See TOPO map
9. The location, type and extent of any natural resources on the property including wetlands, vernal pools, floodplains, waterbodies, significant wildlife habitats, rare or endangered plants or animals, or similar resources; and NIA none on property
10. The location and type of any identified historic or archeological resource on the property. NIA none on property

b.) The proposed development activity for which approval is requested including: (6.3.2.7.2)

- (No exterior changes proposed.)
1. The estimated demand for water supply and sewage disposal together with the proposed location and provisions for water supply and wastewater disposal including evidence of soil suitability if on-site sewage disposal is proposed;
 2. The direction of proposed surface water drainage across the site and from the site together with the proposed location of all stormwater facilities and evidence of their adequacy;
 3. The location, dimensions, and ground floor elevations of all proposed buildings and structures including expansions or modifications to existing buildings that change the footprint of the building;

4. The location, dimensions and materials to be used in the construction of drives, parking areas, sidewalks and similar facilities;
5. The proposed flow of vehicular and pedestrian traffic into and through the property; *See Siteplan image.*
6. The location and details for any signs proposed to be install or altered;
7. The location and details for any exterior lighting proposed to be installed or altered; *NONE Proposed*
8. Provisions for landscaping and buffering; and *NONE Proposed*
9. Any other information necessary to demonstrate compliance with the review criteria or other standards of the Land Use Ordinance.

c.) Evidence that the applicant has or can obtain all required permits necessary for the proposal. (6.3.2.8)

Additional Information Required: (6.3.3)

Building and structure drawings showing the footprint, height, front, side and rear profiles and all design features necessary to show compliance with this Ordinance;

An estimate of the peak hour and average daily traffic to be generated by the project and evidence that the additional traffic can be safely accommodated on the adjacent streets;

An erosion and sedimentation control plan; and

A stormwater management plan demonstrating how any increased runoff from the site will be handled if the project requires a stormwater permit from the Maine Department of Environmental Protection or if the Planning Board determines that such information is necessary based on the scale of the project and the existing conditions in the vicinity of the project. (6.3.3.4)

Survey Requirements (6.3.5)

The Code Enforcement Officer or the Planning Board may require the applicant to submit a survey of the perimeter of the tract, giving complete descriptive data by bearing and distances, made and certified by a Registered Land Surveyor. The survey may be required for the construction of new structures or any construction proposed on a undeveloped parcel or tract of land, whenever the Code Enforcement Officer or the Planning Board finds that a survey is necessary to show compliance with the requirements of this Ordinance due to the size of the lot, location of the lot or the placement of existing or proposed structures on the lot or neighboring properties.

Additional Studies (6.3.6)

The Code Enforcement Officer or the Planning Board may require the applicant to perform additional studies or may hire a consultant to review the application or portions thereof. The cost to perform additional studies or hire a consultant shall be borne by the applicant.

4. Review Criteria (6.5.1)

An applicant shall demonstrate that the proposed use or uses meet the review criteria listed below for the type of application. The Code Enforcement Officer and/or the Planning Board shall approve an application unless one or the other of them makes a written finding that one or more of the following criteria have not been met.

6.5.1.1 The application is complete and the review fee has been paid.

Application is complete and fee has been paid.

6.5.1.2 The proposal conforms to all the applicable provisions of this Ordinance.

This application does conform to all applicable provisions of this Ordinance.

6.5.1.3 The proposed activity will not result in water pollution, erosion or sedimentation to water bodies.

No exterior changes are proposed therefore the activity will not result in water pollution, erosion or sedimentation to water bodies.

6.5.1.4 The proposal will provide for the adequate disposal of all wastewater and solid waste.

Property is already set up to city sewer and dumpsters will be utilized for all solid waste.

6.5.1.5 The proposal will not have an adverse impact upon wildlife habitat, unique natural areas, shoreline access or visual quality, scenic areas and archeological and historic resources.

No exterior changes are proposed therefore none of the above will be affected.

6.5.1.6 The proposal will not have an adverse impact upon waterbodies and wetlands.

There are no waterbodies or wetlands nearby.

6.5.1.7 The proposal will provide for adequate storm water management.

Existing property no changes to storm water management will be made.

6.5.1.8 The proposal will conform to all applicable Shoreland Zoning requirements.

This property is not in Shoreland Zoning.

6.5.1.9 The proposal will conform to all applicable Floodplain Management requirements.

This property is not in the floodplain.

6.5.1.10 The proposal will have sufficient water available to meet the needs of the development.

A letter has been requested from Gardner water district.

6.5.1.11 The proposal will not adversely affect groundwater quality or quantity.

No exterior changes therefore the proposal will not affect groundwater quality or quantity.

6.5.1.12 The proposal will provide for safe and adequate vehicle and pedestrian circulation in the development.

Parking is readily available near entrance door

6.5.1.13 The proposal will not result in a reduction of the quality of any municipal service due to an inability to serve the needs of the development.

Emails have been sent to department heads requesting verification.

6.5.1.14 The applicant has the adequate financial and technical capacity to meet the provisions of this Ordinance.

I have been operating a successful business in Kennebec County for 5 years. Little expense will be needed for the major expenses that are needed are set aside in a business account.

GROSS/MODIFIED GROSS / LETTER OF INTENT

January 4, 2024

BOXDROP MATTRESS & FURNITURE LLC

233 MAIN ST

FAIRFIELD ME

Re: Letter of Intent to Lease 10 COMMONWEALTH AVE GARDINER ME

Dear SAINT LAURENT PROPERTIES LLC :

This letter sets forth the terms and conditions under which BOXDROP MATTRESS & FURNITURE LL (hereinafter referred to as "Tenant") would be willing to enter into a lease agreement with SAINT LAURENT PROPERTIES LLC (hereinafter referred to as "Landlord") for space at the below-referenced property. This letter of intent is not a binding agreement but outlines the parties' preliminary understanding of general terms and conditions to enter into a binding lease agreement.

Tenant and Tenant Address: BOXDROP MATTRESS & FURNITURE LL
10 COMMONWEALTH AVE
GARDINER, ME 04345

Property Address: 10 COMMONWEALTH AVE
GARDINER, ME 04345

Leased Premises: The demised premises shall be deemed to contain Ten Thousand (10,000) rentable square feet (RSF), as outlined on the attached Exhibit _____.

Initial Lease Term: Three (3) years.

Option Term: Tenant to be provided with Two (2), Three (3) - year renewal terms. Tenant to provide Landlord no less than Ninety (90) days advance written notice prior to expiration of lease term of its intention to renew. The renewal option(s) would be under the same terms and conditions as the initial term, except for the rental rate which would be at fair market value but not less than prior year's rent.

Base Rent:

YEAR:	LEASE RATE: <i>(per sq. foot annually)</i>	SQ. FEET:	MONTHLY:	ANNUAL:	% INCREASE:
1	\$5.00	10000	4,166.66	50,000.00	
2	\$5.10	10000	4,250.00	51,000.00	2.000%
3	\$5.20	10000	4,335.00	52,020.00	2.000%
4					
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10					

Page 1 of 4 Tenant's Initials:  Landlord's Initials: 

The above base rent is quoted on a Gross/Modified Gross basis. Therefore, Tenant would be responsible for its pro rata share of all increases of operating expenses for the property of which the leased premises is a part over the amount of such expenses in the Base Year 2024, including, but not limited to, real estate taxes, property repairs and maintenance, property management, building insurance, water and sewer, parking lot maintenance and repairs, grounds maintenance, common area utilities and common area janitorial, etc., currently estimated to be

(\$3,500 ANNUALLY)/RSF. Tenant would be directly responsible for its utility expenses for ELECTRIC, HEAT, WATER/SEWER, JANITORIAL, RUBBISH, PLOWING, INTERNET, PHONE.

Tenant also would be responsible for leased premises' janitorial costs.

Possession Date: February 1, 2024

Term Commencement Date: Mar 1, 2024

Rent Commencement Date: Mar 1, 2024

Landlord Work: See List of Landlord's Work attached.

Tenant's Work: Any and all modifications to the leased premises by Tenant would be submitted to Landlord for its approval prior to commencement of work. Tenant would agree that all work be approved by Landlord prior to commencement of work and such work would be performed in a good and workmanlike manner in compliance with all applicable state and municipal building codes and ordinances.

See List of Tenant's Work attached.

Tenant's Improvement Allowance: Landlord would provide Tenant with a fit-up allowance of up to _____

~~(\$ _____)/RSF. Tenant would be allowed to use such allowance in the design and construction of the Tenant's Work, excluding FF&E or moving costs. Any unused portion of the allowance would be retained by Landlord.~~

Security Deposit: Four Thousand, One Hundred Sixty-Six
(\$ 4,166.00), non-interest bearing .

Parking Rights: ALL GRAVEL AREA IN FRONT OF BUILDING AND TO LEFT OF BUILDING

Signage: Signage to be in accordance with Landlord's standard sign specifications attached hereto as Exhibit N/A, if applicable, and in accordance with local and state government regulations and codes. Signage to be at Tenant's sole cost and expense. Design and location of signage would be subject to Landlord's written approval prior to installation, which approval would not be unreasonably withheld or delayed.

Tenant's Initials: ED / Landlord's Initials: [Signature]

ADDENDUM 1 TO AGREEMENT

Addendum to contract dated January 4, 2024

between SAINT LAURENT PROPERTIES LLC (hereinafter "Seller")

and BOXDROP MATTRESS & FURNITURE LL (hereinafter "Buyer")

property located at 10 COMMONWEALTH AVE, GARDINER, ME 04345

LANDLORD & TENANT AGREE TO THE FOLLOWING:

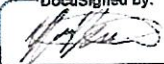
-TENANT HAS PERMISSION TO PAINT THE REMAINING INTERIOR WALLS AT THE TENANTS EXPENSE.

-LANDLORD TO CONNECT HEATING UNITS IN 10,000 SQFT SPACE TO OPERATE AS DESIGNED

-LANDLORD TO INSTALL NEW LED LIGHTING IN 10,000 SQFT SPACE. ONLY FIXTURES THAT HAVE NOT BEEN UPDATED YET.

-LANDLORD TO INSTALL EXTERIOR SIDING BY 12/31/24.

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

DocuSigned by:

Buyer 1/4/2024
Date
BOXDROP MATTRESS & FURNITURE LL


Seller 1-8-24
Date
SAINT LAURENT PROPERTIES LLC

Buyer _____ Date _____

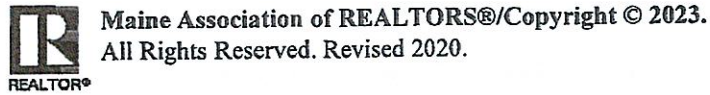
Seller _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____



Zoning & Restrictive Covenants:

It is the responsibility of Tenant to perform all zoning due diligence and secure all necessary or required permits and approvals for its proposed use and occupancy of the leased premises. Landlord and BROKERS have made no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for, the leased premises for Tenant's intended use.

Use:

Tenant would use the leased premises solely for RETAIL DISTRIBUTION OF FURNITURE AND APPLIANCES

Sublease and Assignment:

Tenant would not be allowed to assign the lease or sublet the leased premises without the prior written consent of Landlord and such approval would not be unreasonably withheld, conditioned or delayed.

Credit Check/Financial:

Moving forward with the negotiation of a lease agreement is subject to Landlord's review and approval of Tenant's credit references and financial statements. Such information to be provided by Tenant within Twenty-One (21) days of full execution of this Letter of Intent.

Lease Negotiations:

Subject to satisfactory credit check, Landlord intends to provide Tenant with Landlord's draft written lease agreement within Fourteen (14) business days of the execution of this Letter of Intent.

Third-Party Guarantor:

Brokerage Commission:

Landlord recognizes that CLAYTON LAROCHELLE and N/A are the only brokers involved in this transaction. Landlord agrees to pay brokers a commission in accordance with a separate listing, brokerage, or similar agreement. The commission shall be due and payable by Landlord upon execution of the lease.

Other Terms:

See attached Addenda.

Expiration:

This Letter of Intent will expire on January 18, 2024 if not executed by Landlord and Tenant prior to then.

This Letter of Intent is not a contract or binding agreement and neither party intends that the preliminary understandings contained herein represent a final agreement with respect to the lease of property. The preliminary understandings expressed in this Letter of Intent are subject to, and conditioned upon, the negotiation and execution of a written lease agreement. Each party shall be responsible for its own expenses prior to and in connection with the negotiation and/or execution of a written lease agreement. Any actions taken by either party in reliance on this Letter of Intent shall be at such party's own risk. Notwithstanding the foregoing, the parties agree to negotiate in good faith toward a written lease agreement; provided, however, that if a written lease agreement is not executed by both parties within Twenty-One (21) days of the date of this Letter of Intent, the foregoing agreement to negotiate in good faith automatically shall terminate. It shall not be a bad faith negotiation for either party to enter into negotiations with other potential parties.

SIGNATURES APPEAR ON NEXT PAGE

Tenant's Initials: ED / Landlord's Initials: APL

Sincerely,

DocuSigned by:
Clayton Larochele

Agent Name: **CLAYTON LAROCHELLE**
Agent Firm: **Fontaine Family The Real Estate Leader**

Seen and acknowledged by:

Gary St. Laurent

1-8-24
Date

Landlord
By: **GARY ST. LAURENT**
Its: **OWNER**

1/4/2024

DocuSigned by:
Effie Dodge

Tenant
By: **Effie Dodge**
Its: **OWNER**

Date

^{DS}
ED



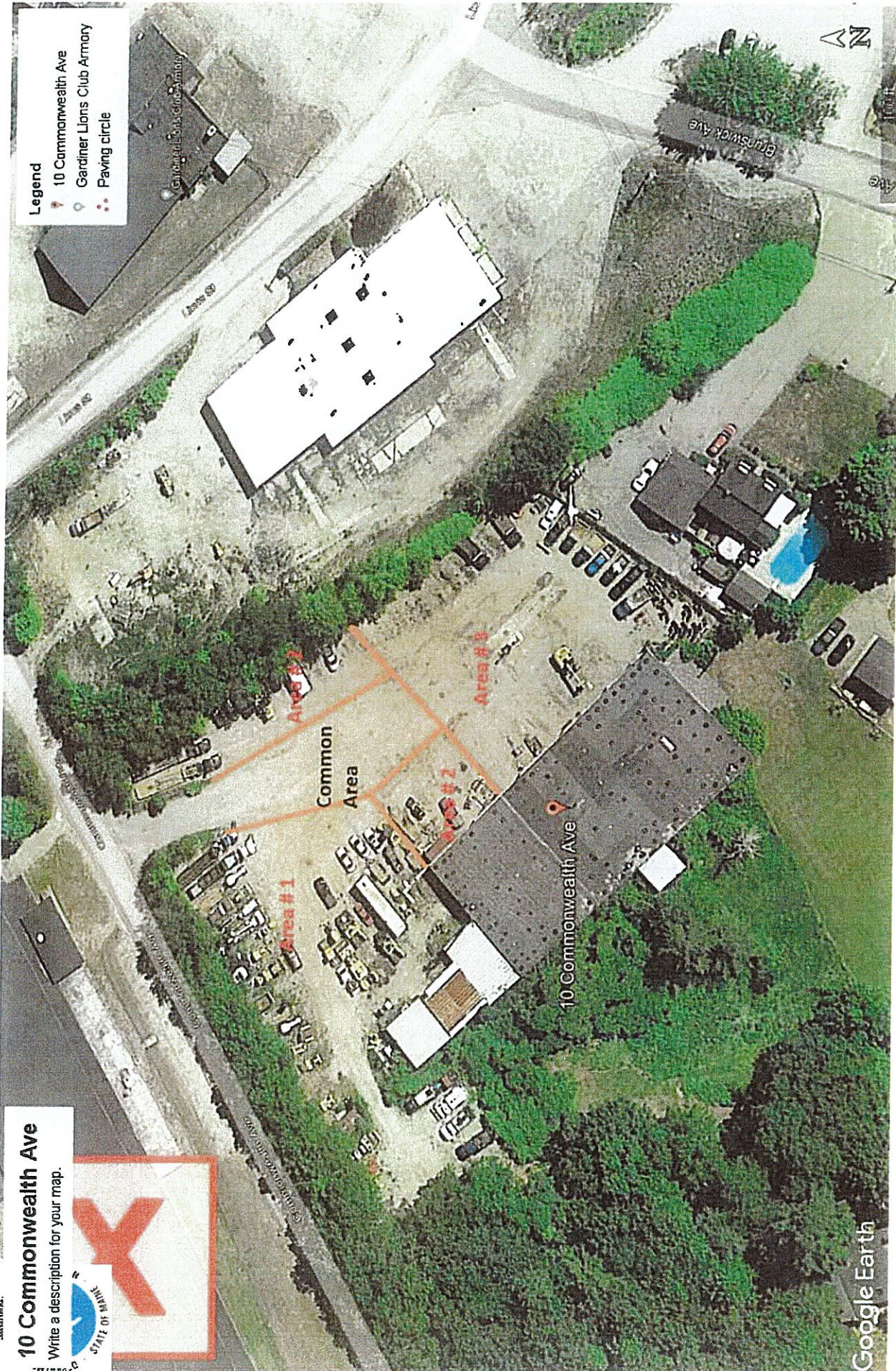
10 Commonwealth Ave

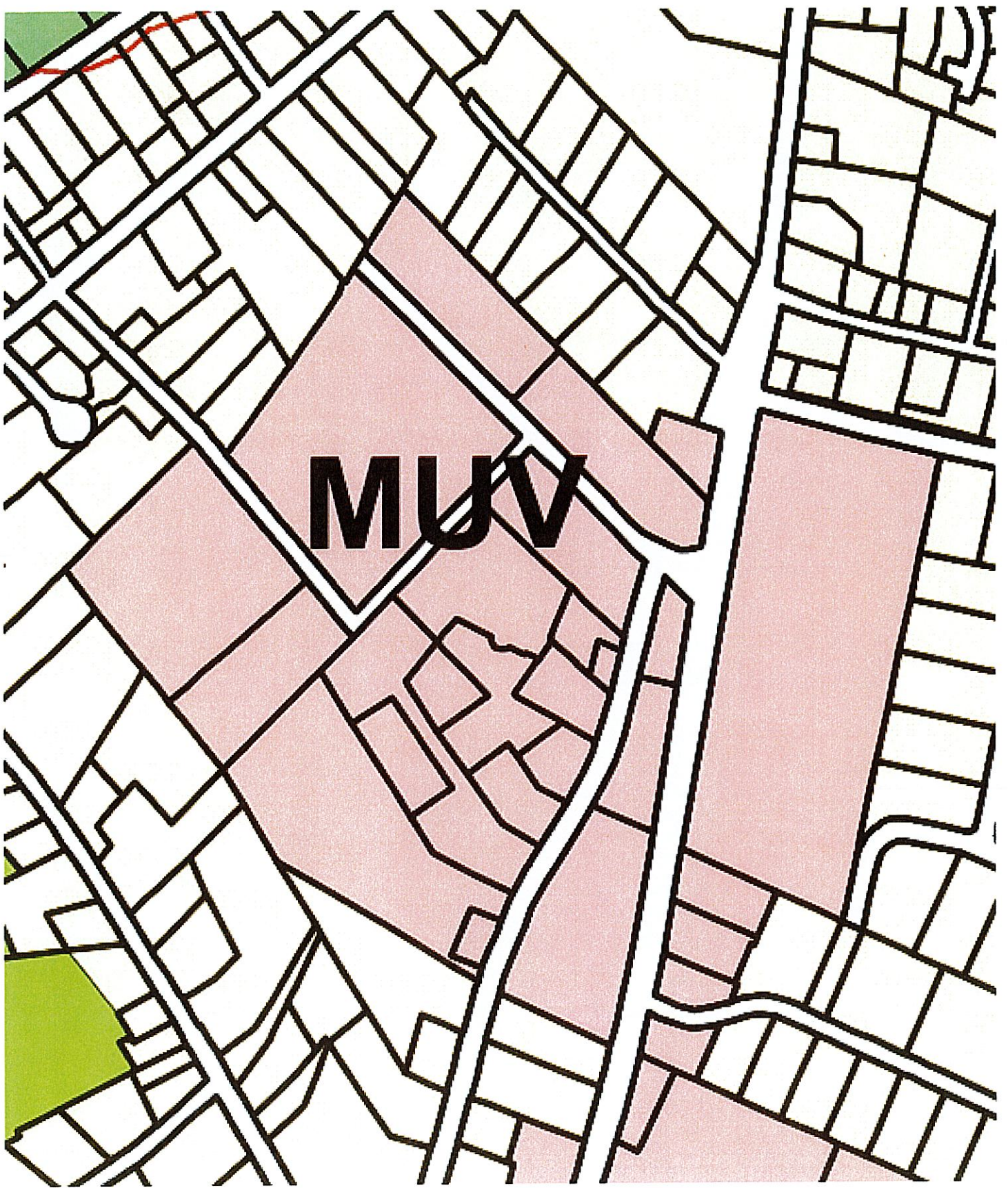
Write a description for your map.



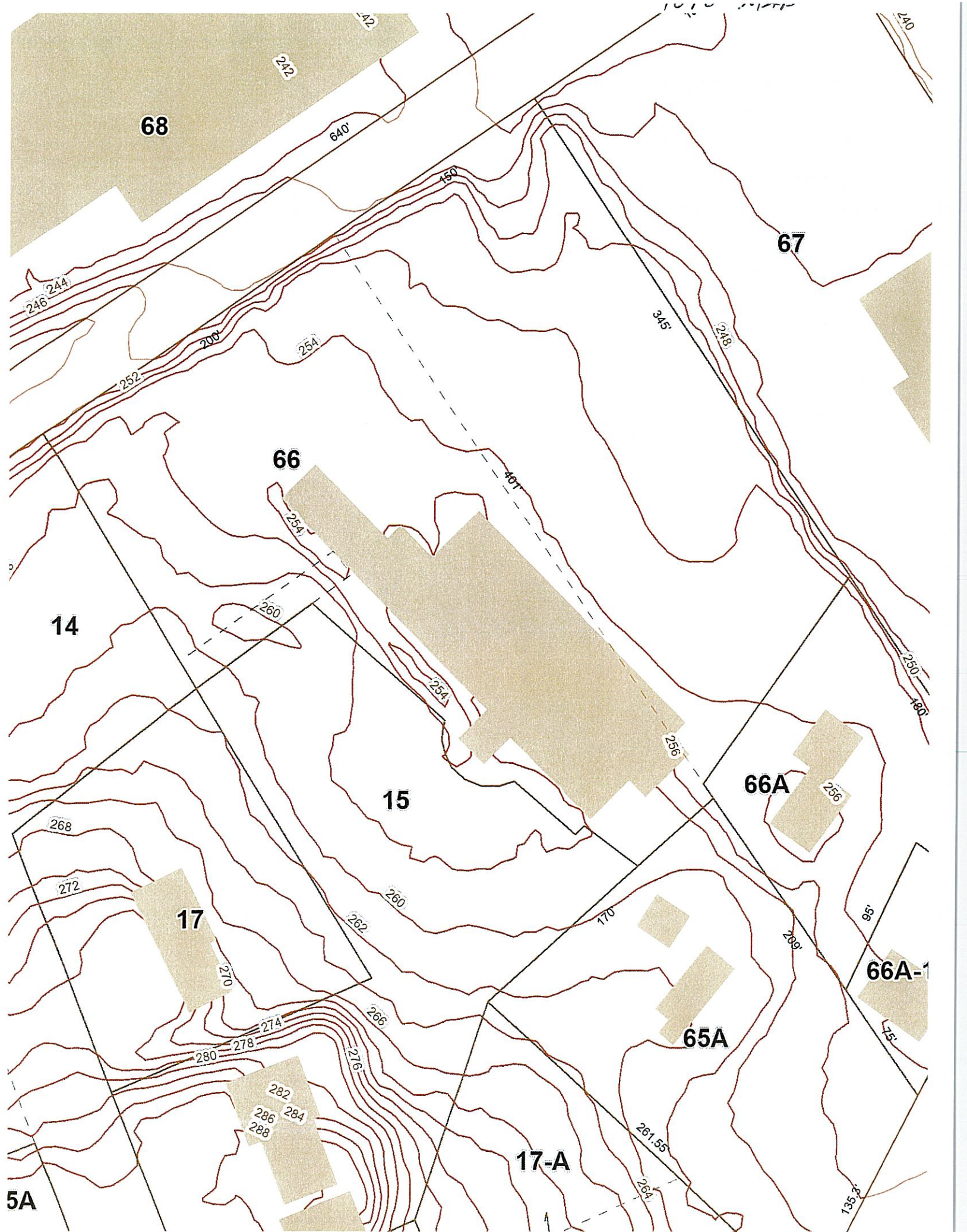
Legend

- 📍 10 Commonwealth Ave
- 📍 Gardiner Lions Club Armory
- ⦿ Paving circle





MUJV





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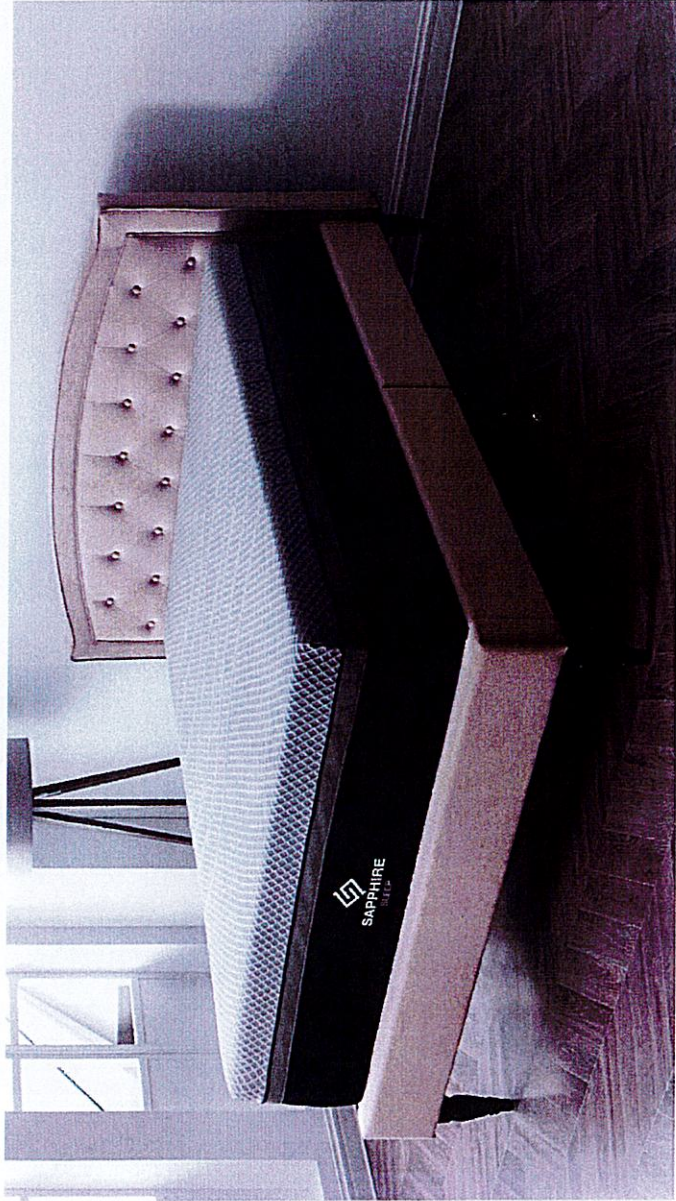
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Waterville

Mattress & Furniture Clearance Center

Address
55 Grove St Waterville, ME 04901

Phone
207-877-4244

Message with us

Welcome to BoxDrop

BoxDrop is a unique Mattress and Furniture Store. We provide the best quality mattresses and furniture at wholesale prices.

We have a 5 Star Reputation on all of our Social Media





CITY OF GARDINER FIRE & RESCUE DEPARTMENT



Chief Richard Sieberg

January 23, 2024

Dear Mrs. Dodge,

I have received your proposal to establish a new business at 10 Commonwealth Avenue in Gardiner under the name Boxdrop Mattress & Furniture.

After reviewing the documents and discussing this concept with Code Enforcement I don't believe this will create a negative impact on the Fire Department.

As always, we look forward to working with all of the businesses in the City. Please feel free to reach out to the Fire Department if you have questions or concerns.

Sincerely,

Richard Sieberg
Gardiner Fire Department
Fire Chief



January 23, 2024

Planning Board
City of Gardiner
6 Church Street
Gardiner, ME

Re: Boxdrop Mattress and Furniture

Please be advised that the business located at 10 Commonwealth Drive, Gardiner, Maine, operated by, Effie Dodge Dba Boxdrop Mattress and Furniture, will not have any adverse effects on the City of Gardiner Wastewater transport and treatment system, which has adequate capacity to handle the domestic wastewater coming from the site. If you have any questions, please let me know.

Best regards,

Douglas E. Clark
Wastewater Director
City of Gardiner WWTF



CEO Kris McNeill
Gardiner Planning Board
Office of Economic and Community Development

January 22, 2024

Subject: Boxdrop Mattress & Furniture
10 Commonwealth Avenue
Gardiner, Maine 04345
Effie Dodge – Owner

Based upon information provided and based upon information now known, this business appears to have appropriate operational and safety measures in place to open and operate in the City of Gardiner. With the appropriate systems in place, it is my belief that the Gardiner Police Department will have the ability to respond safely and effectively to any emergency or criminal activity that may occur there. It is not anticipated that these calls will have an impact on the overall services that the Gardiner Police Department delivers.

Sincerely,

A handwritten signature in black ink, appearing to read "Chief Todd H. Pilsbury".

Chief Todd H. Pilsbury
Gardiner Police Department
City of Gardiner

Angelia Christopher

From: Zach Lovely <zlovelygwd@yahoo.com>
Sent: Thursday, January 25, 2024 2:13 PM
To: Angelia Christopher
Subject: Re: letters for PB applications

Angelia.

Gardiner water District has the ability to serve both Drop Box furniture and Mastway Development.

Thank you,
Zach

On Jan 24, 2024, at 3:24 PM, Angelia Christopher <AChristopher@gardinermaine.com> wrote:

Good afternoon,

I have two planning board applications that are due to be heard on February 13th.

The two applications are for Mastway LLC(Matt Morrill matt@grandviewbuildersme.com) and for E. Dodge- (Effie Harvey <dancin_effie@yahoo.com) BoxDrop furniture.

I believe that the applicants have reached out to all the dept heads, for their input on these projects.

I understand that schedules are tight, and you all are busy. This is an Ordinance/Planning Board requirement,

that City Departments offer their input on proposed developments.

I have the applications for both projects at my desk, and Kris McNeill can answer questions as well.

An email, offering your input, will work.

The letters that are needed for these projects are listed below, by application.

Box Drop-

Public Works

Gardiner Water

Codes

Mastway

Wastewater

Gardiner Water,

Public Works

Code

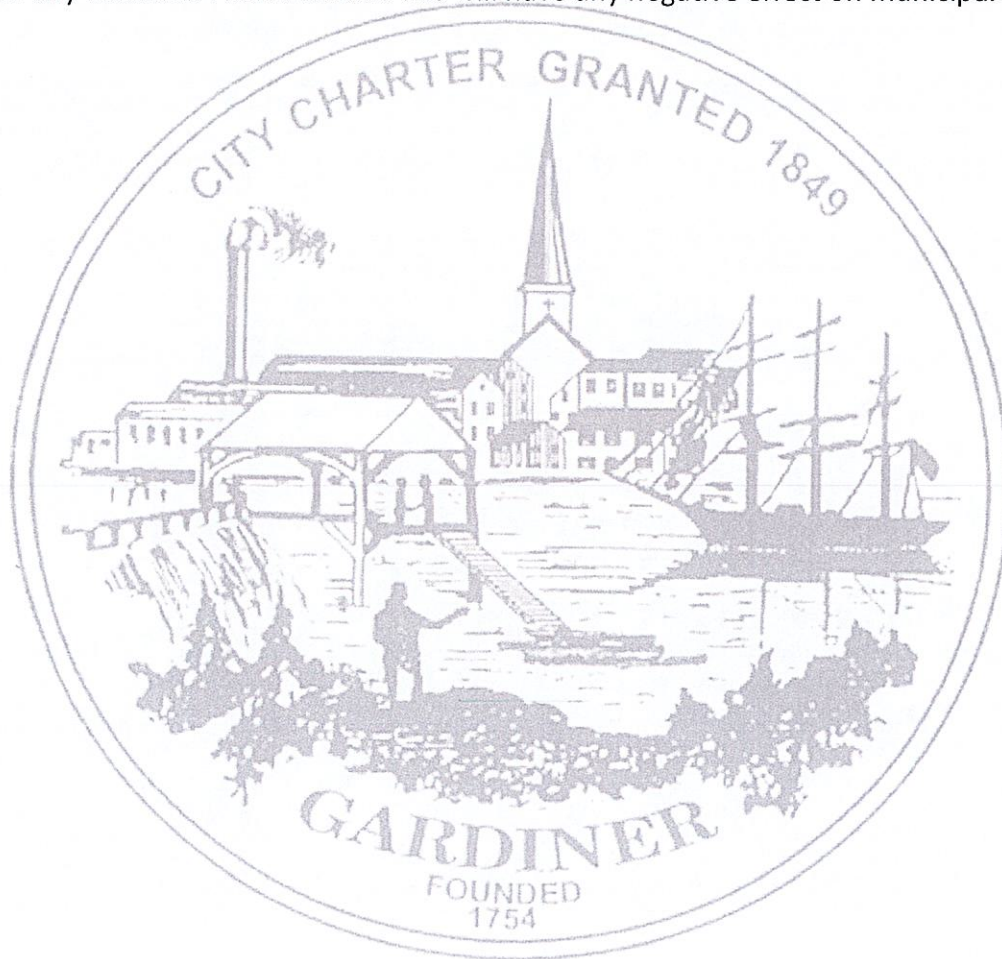
*Angelia M. Christopher
Planning and Development Assistant
General Assistance Director
6 Church St.
Gardiner Maine, 04345*



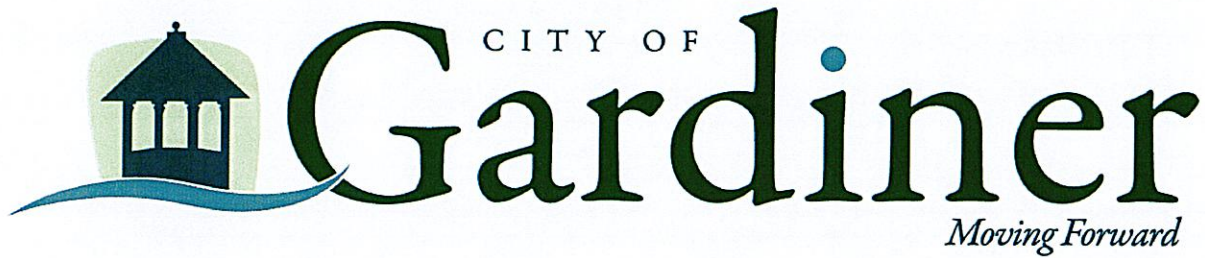
CITY OF
Gardiner
Moving Forward

To Effie Harvey,

Hello, My name is John Cameron director of public works I understand you want to move your furniture and mattress clearance center to 10 Commonwealth Ave. in Gardner I do not see any reason for any concerns I don't believe this will have any negative effect on municipal services



Department of Public Works
6 Church Street | Gardiner, ME 04345
207-582-4800 | 207-582-6895 (fax) | jdouglass@gardinermaine.com
www.GardinerMaine.com



Office of Code Enforcement

6 Church Street
Gardiner, Maine 04345

Phone: 207 582-6892
Fax: 207 582-6895

January 25, 2024

Box Drop Planning Board Review

This letter is to state that the Code Enforcement Office does not have any issues with Box Drop's application to construct a retail facility at 10 Commonwealth Ave. If you have any further questions, feel free to contact me at 207-620-4853.

Kris McNeill
Code Enforcement Officer
City of Gardiner Maine