



16 Thurston Drive, Monmouth, ME 04259  
207-242-6248

Coffin Engineering / Jim Coffin  
432 Cony Road, Augusta, ME 04330  
207-623-0016

Land Surveyors:

Dirigo Surveying/Shawn Tyler  
165 South Road, Winthrop, Maine 04330  
207-923-3443

Planit Mapping/ Kevin Farrar  
488 Main St, Lewiston, Maine 04240  
207-215-6340

Architects:

Sustainable Communities and Design/Jim Shipsky  
30 Johnson Heights, Waterville, ME 04901  
207-649-0363

Newport Collaborative/John Grosvenor  
2 Marlborough St, Newport, RI 02840  
401-855-2947

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

**2. Property Information:**

Property Location: 150-152 Dresden Avenue

Deed Ref: Book 2680 Page 269 and Book 4869 Page 103 City Tax Map(s) 32 Lot(s) 23 and 23A

Property Size/Frontage: Acres 5.43 Sq. Ft. 236,530.8 Road 244.87' Shore \_\_\_\_\_

Zoning District(s): HDR

**3. Development Information:**

One or more site maps drawn to scale, prepared and sealed by a professional engineer or architect showing the following:

Appendix H Maps Included:

- Gardiner Tax Map 32

- Existing conditions map showing property boundaries, existing structures and existing improvements. Zoning currently is HDR.
- Proposed Site Plan.
- Survey updated 12-24-20 from Planit Mapping
- Survey with topography updated 12-24-20 from Planit Mapping
- Wetlands Map

a.) The existing conditions on the property including:

1. The property boundaries;
2. The zoning district and zoning district boundaries if the property is located in more than one zone;
3. The location of required setbacks, buffers and other restrictions;
4. The location of any easements or rights-of-way;
5. The locations of existing structures and other existing improvements on the property including a description of the current use of the property;
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;
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.
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
10. The location and type of any identified historic or archeological resource on the property.

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

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;
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;
8. Provisions for landscaping and buffering; and

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.

**Additional Information Required:**

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.

Existing stormwater system to be maintained and changes proposed are on the stormwater plan included as Appendix J.

Elevation drawings prepared by a professional engineer or architect showing the façade and roof of the side of all proposed structures facing the road, and the side facing the customer entrance. The drawings shall clearly illustrate the profile of the roof. All façade and roof materials shall be identified including color and texture.

See renderings in Appendix I

Photographs or similar photo representations or drawings showing the architectural design and context of the proposed structures and adjacent properties on both sides of the road.

**Survey Requirements**

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 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**

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

An applicant shall demonstrate that the proposed use or uses meet the review criteria listed below for the type of application. 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.

\$256.25 paid

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

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

Stormwater changes proposed to the site are on the stormwater plan in Appendix J and will result in decrease runoff and improved groundwater quality.

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

There is a designated trash and recycling area where residents will deposit their trash and recycling. That area will be screened and is noted on the Proposed Site Plan.

We will contract with a private hauler to handle the waste generated. Project is connected to the City Sewer system.

**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.

None known – most of the property is buildings and asphalt. There is one wooded section with no special attributes.

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

**6.5.1.7** The proposal will provide for adequate storm water management.

Currently there are drainage swales and catch basins in the driveway and parking areas. They will continue to be utilized. We will be supplementing the existing system with a new plunge pool to help drainage to the northeast of the GFM building parking lot which will improve the drainage. Stormwater changes proposed to the site are in the stormwater plan in Appendix J.

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

Not Applicable

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

Not Applicable

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

A letter from the Gardiner Water Dept is included in Appendix D

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

Stormwater changes proposed to the site are on the stormwater plan in Appendix J and will result in decrease runoff and improved groundwater quality. Also, intensity of the proposed use is a fraction of the previous with population and vehicle trips reduced by 2/3.

6.5.1.12 The proposal will provide for safe and adequate vehicle and pedestrian circulation in the development.  
Intensity of the proposed use is a fraction of the previous with population and vehicle trips reduced by 2/3.

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.  
Letters from Gardiner City Agencies are included in Appendix D

6.5.1.14 The applicant has the adequate financial and technical capacity to meet the provisions of this Ordinance.  
Please see Appendix F - Team Experience and Appendix G - Financing References

## 6.5.2 Site Plan Review Criteria

All applications for Site Plan Review shall meet the Review Criteria contained in 6.5.1 and the additional criteria contained in this section.

6.5.2.1. The proposal will be sensitive to the character of the site, neighborhood and the district in which it is located including conformance to any zoning district specific design standards;

This is already a site that is not in harmony with the neighborhood. It is substantially asphalt and 1970s soviet style buildings that no one would consider attractive. There is little landscaping and almost no buffering. Our goal is to beautify the site and buildings so that they become an asset to the neighborhood. The use we propose is much less intensive than what has existed on the site up until now. It will be more attractive and quieter and will result in a substantial decrease in traffic. Our efforts will result in an improvement to stormwater runoff and create a more parklike setting.

6.5.2.2 The proposal will not have an adverse impact upon neighboring properties;  
To the contrary, we think this project will have a positive impact on neighboring values.

6.5.2.3 The proposal contains landscaping, buffering, and screening elements which provide privacy to adjacent land uses in accordance with the appropriate performance standards;  
Please see the Proposed Steplan to see the buffering and landscaping proposed. We remain open to further enhancements to better harmonize with neighboring properties.

6.5.2.4 The building site and roadway design will harmonize with the existing topography and conserve natural surroundings and vegetation to the greatest practical extent such that filling, excavation and earth moving is kept to a minimum;  
No new roads or impervious areas proposed. As successive buildings are rehabbed we expect to reduce impervious surfaces further and increase green space, even as compared with the plan submitted.

6.5.2.5 The proposal will reflect the natural capabilities of the site to support the development. Buildings, structures, and other features should be located in the areas of the site most suitable for development. Environmentally sensitive areas including waterbodies, steep slopes, floodplains, wetlands, significant plant and wildlife habitats, scenic areas, aquifers and archeological and historic resources shall be preserved to the maximum extent;  
No new building footprint proposed

6.5.2.6 The proposal will provide for a system of pedestrian ways within the site appropriate to the development and the surrounding area. The system will connect building entrances/exits with the parking areas and with existing sidewalks, if they exist or are planned in the vicinity of the project;  
Existing pedestrian ways will be maintained.

6.5.2.7 In urban and built-up areas, buildings will be placed closer to the road in conformance with setback requirements and parking areas shall be located at the side or rear of the building;

Parking will be landscaped and buffered

6.5.2.8 Proposals with multiple buildings will be designed and placed to utilize common parking areas to the greatest practical extent;

No new building footprint proposed.

6.5.2.9 Building entrances will be oriented to the public road unless the layout or grouping of the buildings justifies another approach.

A new entrance to the hospital building will front on Dresden Ave. There will also be a new entrance on the east side of the building at the basement level.

6.5.2.10 Exterior building walls greater than 50 feet in length which can be viewed from the public road will be designed with a combination of architectural features with a variety of building materials and shall include landscaping abutting the wall for at least 50% of the length of the wall.

Changes proposed to the main hospital replace an unfortunate cast block soviet-style façade with a series of balconies and windows. Please see Appendix I, Building Renderings. We are open to having the board review the plans for the successive buildings to make sure they adhere to the same high standard.

6.5.2.11 Building materials will match the character of those commonly found in the City and surrounding area including brick, wood, native stone, tinted/textured concrete block or glass products. Materials such as smooth-faced concrete block or concrete panels and steel panels will only be used as accent features. Materials shall be of low reflectance, subtle, neutral or earth tone colors. High-intensity and bright colors shall be prohibited except when used as trim or accent. Building materials for industrial or commercial buildings located within an approved industrial park or subdivision are not be required to comply with this provision.

See above response please

6.5.2.12 Building entrances and points where the development intersects with the public road and sidewalk will be provided with amenities appropriate for the area such as benches, bike racks, bus stop locations and other similar landscape features.

Yes, amenities will be provided to make the setting attractive and comfortable for residents and visitors.

6.5.2.13 A proposal which includes drive-through service will be designed to minimize impact on the neighborhood. Drive-through lanes will be fully screened from adjacent residential properties and communication systems will not be audible on adjacent properties. Not Applicable

Applicant shall provide information that demonstrates that the proposal will be sensitive to the character of the site, neighborhood and the district in which it is located by considering the following:

## 6. Waivers

### Waiver of Submission Requirements

The Planning Board may, for good cause shown and only upon the written request of an applicant specifically stating the reasons therefor, waive any of the application requirements provided such waiver will not unduly restrict the review process. The Planning Board may condition such a waiver on the applicant's compliance with alternative requirements. Good cause may include the Planning Board's finding that particular submissions are inapplicable, unnecessary, or inappropriate for a complete review. Notwithstanding the waiver of a submission requirement, the

Planning Board may, at any later point in the review process, rescind such waiver if it appears that the submission previously waived is necessary for an adequate review. A request for a submission previously waived shall not affect the pending status of an application.

As requested by the board, a new survey as of 12-24-20 is included. This application is for 51 units as a rehab of four existing structures.

The requested density is allowed by virtue of the square footage of the site and there are NO new roads or buildings proposed nor is there any increase in impervious surfaces. Permission requested to add a second floor to the GFM Building (footprint of 7145 sf) and to the hospital annex (Building 5 (footprint of 2305 sf). Also, to replace a second floor of 858 sf on the boiler house building that was previously removed. All of these changes will aid in making the subject buildings more aesthetically pleasing.

Please see Appendix I





6 Church Street,  
Gardiner, Maine 04345  
Phone (207) 582-4200

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## Final Subdivision Plan Application

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Subdivision Name:        Gardiner Green

Date of Submission: 8-19-20 revised 2-5-21 Received by: \_\_\_\_\_

Proposal: Rehab of the original hospital building into a total of 34 apartment units. There will be 11 studio apartments, 11 one-bedroom apartments, 11 two-bedroom apartments and one three-bedroom apartment. Seven apartments will be designated as affordable.

Rehab of the hospital south annex building into 4 townhouse condominiums. This would involve adding a second story to the building.

Rehab of the boiler house building into 2 townhouse condominiums.  
This would involve adding back a second story that was previously removed.

Rehab of the Gardner Family Medicine building into 11 townhouse condominiums. This would involve adding a second story to the existing building.

A total of 51 dwelling units will be developed; 44 market units and 7 affordable units. There will be no commercial occupancy. Current HDR zoning permits one unit for every 5000sf with a 20% affordable housing bonus.  $5.43 \text{ Acres} \times 43560 = 236,530.8 \text{ sf} / 5000 \text{ sf/unit} = 47.3 \text{ units}$  (56.76 units w 20% density bonus)

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### General Information:

Name of Property Owner:        MaineGeneral Medical Center \_\_\_\_\_

Address:        35 Medical Center Parkway, Augusta, ME 04330  
\_\_\_\_\_

Phone/Fax No:        207-626-1512 \_\_\_\_\_

Applicant Name:        Hathaway Holdings, LLC \_\_\_\_\_

Address:        Hathaway Center 10 Water St. Box 68, Waterville, ME 04901 \_\_\_\_\_

Phone/Fax No        (207) 873-1800 \_\_\_\_\_

Design Consultant(s):             Surveyor    Engineer    Architect    Planner

Engineers

Sewall Engineering / Diane Morabito  
40 Forest Falls Ave Suite 2, Yarmouth, Maine 04096

207-817-5440

SJR Engineering / Steve Roberge  
Address: \_\_16 Thurston Drive, Monmouth, ME 04259  
207-242-6248

Coffin Engineering / Jim Coffin  
Address: \_\_432 Cony Road, Augusta, ME 04330  
207-623-0016

Land Surveyors

Dirigo Surveying/Shawn Tyler  
165 South Road, Winthrop, Maine 04330  
207-923-3443

Planit Mapping/ Kevin Farrar  
488 Main St, Lewiston, Maine 04240  
207-215-6340

Architects:

Sustainable Communities and Design/Jim Shipsky  
30 Johnson Heights, Waterville, ME 04901  
207-649-0363

Newport Collaborative/John Grosvenor  
2 Marlborough St, Newport, RI 02840  
401-855-2947

Owner/Applicant Signature

Print Name

Date

**Property Information:**

City Tax Map: \_\_32 Lot(s): \_\_23 and 23A \_\_ Zoning District(s): \_\_HDR

Deed Reference(s): Book \_\_2680 Page 269 Book \_\_4869 Page 103

Flood Zone:  Yes  No Shoreland Zone:  Yes  No

Frontage: Road \_\_244.87' \_\_ Shore \_\_\_\_\_ Property Size: \_\_5.43\_\_ 236,530.8  
(Acres) (Sq. Ft.)

**Final Subdivision Plan submission requirements**

- The final plan submissions shall consist of the following:
- A final plan application form and all required attachments and maps.
- All the submission materials required for a preliminary plan.

- A performance guarantee, if applicable.
- All additional studies and/or materials required by the Planning Board, as applicable.
- If the subdivision contains any private roads, a statement as follows: the subdivision roads are designed as private roads and are not eligible for acceptance by the City of Gardiner, unless the road is improved to meet the appropriate standards for road acceptance.
- Written copies of any documents of land dedication, and written evidence that the City Manager is satisfied with the legal sufficiency of any documents accomplishing such land dedication.
- Proof that all other applicable state and federal permits have been obtained.

### **The Final Subdivision Plan**

- The Final Subdivision Plan (map) shall contain the following:
- All conditions and modifications approved by the Planning Board for the preliminary plan.
- Any conditions required by the Planning Board for the final plan.
- Conditions or restrictions placed on the subdivision by the Applicant. *(Note: Planning Board-imposed conditions shall be listed separately from any conditions or restrictions placed on the subdivision by the applicant).*
- All waivers approved by the Planning Board.
- The location and type of all permanent markers set at all lot corners.
- Any variances granted by the Board of Appeals.
- A signature block.





## City of Gardiner Subdivision Preliminary Plan Application

Subdivision Name: Gardiner Green 150-152 Dresden Avenue  
Subdivision Fees: Yes \$358.75

Date of Submission: 8-19-20 revised 1-7-21 Received by: \_\_\_\_\_

Proposal: \_\_\_\_\_

Rehab of the original hospital building into a total of 34 apartment units. There will be 11 studio apartments, 11 one-bedroom apartments, 11 two-bedroom apartments and one three-bedroom apartment. Five apartments will be designated as affordable.

Rehab of the hospital south annex building into 4 townhouse condominiums. This would involve adding a second story to the building.

Rehab of the boiler house building into 2 townhouse condominiums.

This would involve adding back a second story that was previously removed.

Rehab of the Gardner Family Medicine building into 11 townhouse condominiums. This would involve adding a second story to the existing building.

A total of 51 dwelling units will be developed; 44 market units and 7 affordable units. There will be no commercial occupancy. Current HDR zoning permits one unit for every 5000sf with a 20% affordable housing bonus.  $5.43 \text{ Acres} \times 43560 = 236,530.8 \text{ sf} / 5000 \text{ sf/unit} = 47.3 \text{ units}$  (56.76 units w 20% density bonus)

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### General Information:

Name of Property Owner: MaineGeneral Medical Center  
35 Medical Center Parkway, Augusta, ME 04330  
207-626-1512

Applicant Name: Hathaway Holdings, LLC/Paul Boghossian, Member  
Hathaway Center 10 Water St. Box 68, Waterville, ME 04901  
207-873-1800 / 401-714-2106

Design Consultant(s):  Surveyor  Engineer  Architect  Planner

Architect:

Sustainable Communities and Design/Jim Shipsky  
30 Johnson Heights, Waterville, ME 04901  
207-649-0363

Newport Collaborative/John Grosvenor  
2 Marlborough St, Newport, RI 02840  
401-855-2947

Surveys:

Dirigo Surveying/Shawn Tyler  
165 South Road, Winthrop, Maine 04330  
207-923-3443

Planit Mapping/ Kevin Farrar  
488 Main St, Lewiston, Maine 04240  
207-215-6340

Engineers:

Sewall Engineering / Diane Morabito  
40 Forest Falls Ave Suite 2, Yarmouth, Maine 04096  
207-817-5440

SJR Engineering / Steve Roberge  
16 Thurston Drive, Monmouth, ME 04259  
207-242-6248

Coffin Engineering/Jim Coffin  
432 Cony Road, Augusta, ME 04330  
207-623-0016

**Property Information:**

City Tax Map: 32 Lot(s): 23 and 23A Zoning District(s): HDR

Deed Reference(s): Book 2860 Page 269 Lot 23 Book 4869 Page 103 Lot 23A

Flood Zone:  Yes  No

Shoreland Zone:  Yes  No

Frontage: Road 244.87 Shore \_\_\_\_\_

Property Size: 5.43 236,530.8  
(Acres) (Sq. Ft.)

**Development Information:**

Does the parcel include any water bodies? **No.**

If yes, describe and shown on plan \_\_\_\_\_

Has the land been part of a prior approved subdivision?  Yes  No

If Yes, state the following:

Subdivision Name & Approval Date \_\_\_\_\_

Acres to be Developed: 5.43 Number of Lots or Units: 51 units

Anticipated Date of Construction: August 2021 Completion: March 2024

Will the subdivision be developed in a phase plan, if so, Identify stages: Yes, the development order is outlined in Proposal Section on page 1.

Will the subdivision have any common land or buildings: No

Identify the Water supply system: Town of Gardiner Water System

Identify the sewage Disposal System: Town of Gardiner Sewer System

If Public, does it require an extension of the public sewer lines?  Yes  No

Identify the number of fire hydrants and location(s): FDC on North side of Building 6

Will the subdivision have sidewalks:  yes  no If yes, describe: \_\_\_\_\_

Will the streets have curbs:  yes  no If yes, describe: N/A No streets, just driveway access

Describe the storm drainage system: Currently there are drainage swales and catch basins in the driveway and parking areas. They will continue to be utilized. We will be supplementing the existing system with a new plunge pool to help drainage to the northeast of the GFM building parking lot which should improve the drainage. This is contained in Appendix K.

Will the subdivision require a Zoning Variance?  yes  no If yes, describe: \_\_\_\_\_

Will the subdivision require a special Exception Permit?  yes  no If yes, describe: Permission requested to add a second floor to the GFM Building (footprint of 7145 sf) and to the hospital annex (Building 5 (footprint of 2305 sf). Also, to replace a second floor of 858 sf on the boiler house building that was previously removed. All of these changes will aid in making the subject buildings more aesthetically pleasing.

### **SUBMISSION REQUIREMENTS:**

In addition the Application and preliminary plan, the following submissions are required:

a. Location map showing:

Name of the subdivision.

Number of lots.

Date, north point, graphic scale.

Proposed lot lines with dimensions.

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 corner of the tract shall be located on the ground and marked by permanent markers. The plan shall indicate the type of permanent marker proposed to be set or found at each lot corner.

Contour intervals of 10 feet when any land in the proposed subdivision falls outside of 10% grade. **Included on survey with topography.**

The location of all wetlands regardless of size. **None on the property**

The location of all rivers, streams, brooks and ponds within or adjacent to the subdivision. **On survey**

The location of all slopes in excess of 10% slope. **Included on survey with topography.**

The number of acres within the subdivision, location of property lines, existing buildings, vegetative cover type, and other essential existing features. **Included on survey.**

The location of any significant sand and gravel aquifers. **None as indicated by the soil survey**

The boundaries of any flood hazard areas and the 100-year flood elevation as depicted on the most recent FIRM Map. **None**

The location and boundaries of any significant wildlife habitat as identified by the Department of Inland Fisheries and Wildlife. **None known – most of the property is buildings and asphalt. There is one wooded section with no special attributes.**

The location of any site or structure listed on the National Register of Historic Places or any archeological site identified by the State Historic Preservation Commission. **None**

The location of all scenic areas and rare and endangered plants as identified by the City of Gardiner. **None**

The location of all subsurface wastewater disposal system test pits or borings and test data and appropriate documentation. **None**

The location of any open space, trails, and recreation features.

The location, type, size and design of all proposed essential services and utilities.

All erosion control features proposed for the site. **Stormwater changes proposed to the site are on the stormwater plan in Appendix J.**

All stormwater control features proposed for the site. **Existing stormwater system to be maintained and changes proposed are on the stormwater plan included as Appendix J.**



All parcels of land proposed to be owned or held in common or joint ownership by the subdivision or individual lot owners. All land proposed to be offered for public acceptance to the city. **Not Applicable**

The type and location of any proposed fire control features, and appropriate documentation. **FDC connector indicated on both the existing and proposed site plans. Building 6 has an existing sprinkler system that will be retained.**

### WAIVERS

The Applicant is requesting a waiver of the following submission requirements:

(Cite Ordinance reference(s); item(s) to be waived and reason)

**As requested by the board, a new survey as of 12-24-20 is included. This application is for 51 units as a rehab of four existing structures.**

**The requested density is allowed by virtue of the square footage of the site and there are NO new roads or buildings proposed nor is there any increase in impervious surfaces.**

A subdivision plan consisting of one or more maps drawn to a scale of not more than 100 feet to the inch. The plan shall show the following:

Name of the subdivision.

Number of lots.

Date, north point, graphic scale.

Proposed lot lines with dimensions.

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 corner of the tract shall be located on the ground and marked by permanent markers. The plan shall indicate the type of permanent marker proposed to be set or found at each lot corner.

Contour intervals of 10 feet when any land in the proposed subdivision falls outside of 10% grade.

The location of all wetlands regardless of size.

The location of all rivers, streams, brooks and ponds within or adjacent to the subdivision.

The location of all slopes in excess of 10% slope.

The number of acres within the subdivision, location of property lines, existing buildings, vegetative cover type, and other essential existing features.

The location of any significant sand and gravel aquifers.

The boundaries of any flood hazard areas and the 100-year flood elevation as depicted on the most recent FIRM Map.

The location and boundaries of any significant wildlife habitat as identified by the Department of Inland Fisheries and Wildlife.

The location of any site or structure listed on the National Register of Historic Places or any archeological site identified by the State Historic Preservation Commission.

The location of all scenic areas and rare and endangered plants as identified by the City of Gardiner.

The location of all subsurface wastewater disposal system test pits or borings and test data and appropriate documentation.

The location of any open space, trails, and recreation features.

The location, type, size and design of all proposed essential services and utilities.

All erosion control features proposed for the site.

All stormwater control features proposed for the site.

All parcels of land proposed to be owned or held in common or joint ownership by the subdivision or individual lot owners. All land proposed to be offered for public acceptance to the city.

The type and location of any proposed fire control features, and appropriate documentation. **Building 6 has an existing sprinkler system that will be retained. FDC connector is indicated on the survey.**

## Appendix A – Proof of Interest in the property and letter outlining deed restrictions and easements going forward

- Original P&S dated 3-13-20
- Amendment to P&S dated 12-31-20
- Letter from MaineGeneral dated 1-8-21 outlining deed restrictions and easements going forward

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

This FOURTH AMENDMENT ("Amendment") is made and entered into by and between HATHAWAY HOLDINGS, LLC. ("Buyer") and MAINEGENERAL MEDICAL CENTER, a Maine nonprofit corporation, with its principal office located in Augusta, ME ("Seller").

RECITALS:

WHEREAS, Buyer and Seller entered into a Purchase and Sale Agreement for the land and improvements located at 150 and 152 Dresden Ave, Gardiner, ME on March 13, 2020, and Amended on June 11, 2020 (First Amendment) and August 14, 2020 (Second Amendment) and September 18, 2020 (Third Amendment), (collectively the "PSA") and

WHEREAS, Buyer and Seller desire to amend the PSA to extend the Buyer's Due Diligence Period per the terms and conditions outlined herein.

NOW, THEREFORE, for and in consideration of the Premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Seller and Buyer hereby agree as follows:

1. DUE DILIGENCE: All references to the Due Diligence Period set forth in Section 3 of the PSA are extended to and shall mean March 31, 2021.
2. DEFINITIONS: Unless otherwise set forth in this Amendment, all capitalized terms shall have the same meanings as set forth in the PSA.
3. ENTIRE AGREEMENT: This Amendment contains all of the agreements of the Parties hereto with respect to the matters contained herein and nothing in this Amendment shall be deemed to waive or modify any of the provisions of the PSA except as expressly stated herein.
4. COUNTERPARTS: This Amendment may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.
5. This Amendment is incorporated into the PSA and shall be deemed a part thereof.
6. EFFECTIVE DATE. This Amendment shall become effective as of December 31, 2020.

IN WITNESS WHEREOF, Buyer and Seller, by their duly authorized representatives have executed this Amendment to be effective the date noted above.

BUYER: HATHAWAY HOLDINGS, LLC

By: Paul Boghossian, Member

SELLER: MAINEGENERAL MEDICAL CENTER

By: Paul Stein, COO

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (the "Agreement") is made and entered into this 13<sup>th</sup> day of March, 2020 ("Effective Date"), by and between MAINEGENERAL MEDICAL CENTER, a Maine non-profit corporation ("Seller"), and HATHAWAY HOLDINGS, LLC., a Maine limited liability company ("Buyer").

### RECITALS:

**WHEREAS**, Seller owns the real estate and improvements located at 150 and 152 Dresden Avenue in Gardiner, Maine; and

**WHEREAS**, prior to sale, the Seller will be conveyed a portion of property from its sister corporation, MaineGeneral Rehabilitation & Long Term Care ("MGRLTC") which owns the real estate located at 154 Dresden Avenue in Gardiner, Maine; and

**WHEREAS**, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, on the terms and conditions set forth herein, the Premises, as set forth in Section 1 below, upon and subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for and in consideration of the premises and the agreements, covenants, representations, and warranties hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **PREMISES.** The premises being conveyed from Seller to Buyer shall consist of real estate, buildings, improvements, fixtures, structures, parking areas and landscaping of property consisting of 5.02 acres, which consists of all of parcels 150 and 152 Dresden Avenue, and a small portion of back land from parcel 154 Dresden Avenue, Gardiner, Maine as set forth in the Boundary Survey shown in Exhibit A, attached hereto and made a part hereof (the "Premises"). The legal description of the property to be conveyed will be in substantial conformance to the Boundary Survey. The parties agree that this Agreement may be signed by the parties without substantial completion of the legal description for the Premises. Such legal description will be updated as of the Closing Date.

Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the Premises on the terms and conditions set forth in this Agreement.

2. **PURCHASE PRICE.** The purchase price for the Premises shall be [REDACTED] (the "Purchase Price") which shall be paid by Buyer to the Seller as follows:

Upon execution of this Agreement, Buyer shall make an earnest money deposit of [REDACTED] (the "Deposit"), The Deposit shall be held in a non-interest bearing account with the Law office of Matthew J. McDonald (hence "Escrow Agent") in accordance with the provisions of this Agreement. The Deposit shall be refundable to Buyer if Buyer elects, during the Due Diligence Period, defined hereinafter, to terminate

this Agreement under the terms and conditions defined herein. In the event that the Buyer elects to proceed with the purchase of the Premises, the Deposit shall become non-refundable to the Buyer and released to the Seller with no further instruction to the Escrow Agent, unless Seller defaults under this Agreement.

The balance of the Purchase Price (the difference between the Purchase Price and the Deposit), subject to any prorations, shall be delivered by Buyer to Seller at the Close of Escrow in cash, certified funds, wire transfer or a cashier's check.

3. **DUE DILIGENCE PERIOD.** Buyer will have a period of ninety (90) days from the execution of this Agreement (the "Due Diligence Period") to conduct, at Buyer's sole cost and expense, all non-invasive investigations, inquiries, inspections and tests as Buyer deems reasonably necessary, in their sole and absolute discretion, and in which to seek financing upon terms satisfactory to Buyer in its sole discretion. Buyer and its architects, engineers, advisers and other consultants may enter upon the Premises at all reasonable times and with appropriate notice to Seller for the purpose of conducting such inspections, tests, surveys, engineering studies, utility investigations, environmental assessments and other such inspections, non-invasive tests and investigations as Buyer deems appropriate in its sole and absolute discretion. In the event that the results of such due diligence investigations are not satisfactory to Buyer in its sole and absolute discretion, or in the event Buyer has been unable to obtain a binding written commitment for financing on terms acceptable to Buyer, then Buyer shall have the right to terminate this Agreement by written notice given to Seller on or before 5:00 p.m. (EST) on the first (1st) business day after the expiration of the Due Diligence Period. If Buyer provides such written notice to Seller exercising Buyer's termination right on or before said deadline, then Buyer shall be deemed to have elected to terminate this Agreement, and the Deposit shall be promptly returned to Buyer. Seller agrees to cooperate in all reasonable respects in the conduct of such due diligence and to provide to Buyer, upon request, any additional information about the Premises reasonably requested by Buyer that is in Seller's possession and/or control. In the event Buyer opts not to proceed with the transaction, then Buyer will return all due diligence material to Seller. Additionally, any inspections, tests, surveys, engineering studies, utility investigations, and environmental assessments done by Buyer will also be turned over to Seller, and become the property of the Seller.

Buyer understands and acknowledges that the Seller provides direct healthcare services to patients upon the Premises, that these patients are entitled to privacy and confidentiality under various federal and state laws and regulations (collectively, the "Privacy Laws"), and that confidential patient information that is subject to Privacy Laws is contained in the buildings on the Premises. Accordingly, Buyer agrees to (i) provide Seller with at least three (3) days advance notice for each proposed entry upon the Premises in the exercise of such right, intended purpose thereof, and the identity of the party or parties to be engaged therein (ii) give Seller the opportunity to have a representative present during each exercise of such right of entry; and (iii) take reasonable steps to minimize any interference with Seller's healthcare operations when exercising such right of entry. Buyer further agrees that if, in entering the Premises, Buyer, its employees, agents, contractors, investors or invitees encounter any information relating to patients of Seller, Buyer shall, and Buyer shall ensure that its employees, agents, contractors,

investors or invitees shall maintain the confidentiality of that information. Buyer also agrees that everyone entering the Premises on behalf of Buyer in accordance with the subsection shall first sign Seller's standard confidentiality agreement to protect the confidentiality of Seller's patients.

In the event any damage shall be caused to the Premises through Buyer's exercise of the right of inspection and access granted hereby, Buyer, at Buyer's sole cost and expense shall repair such damage and shall restore any damaged portions of the Premises to substantially the condition that prevailed just prior to the occurrence of such damage. Buyer shall defend, indemnify and hold harmless Seller from and against any claims, demands, suits, proceedings, judgments, costs and liabilities resulting from any injury (including death) or damage to any person or persons and any damaged property arising out of the exercise of Buyer's right of entry hereunder. The foregoing agreement to indemnify shall survive the Closing or the earlier termination of the Agreement.

The Buyer agrees it is solely responsible to pay directly and/or reimburse the Seller for the cost of all revised surveys, conveyances, deeds, and recording fees and any other expenses (including legal fees) incurred by Seller to make adjustments to the property boundaries of the "parcels" necessary to convey the Premises in this sale to the Buyer. The Buyer agrees that this obligation survives termination of this Agreement and applies even if the Buyer terminates this Agreement for any reason. Buyer must pay these expenses within ten (10) days of receipt of an invoice and in no event later than three months after closing. Provided, however, that Buyer shall have no obligation to reimburse Seller for any expenses under this paragraph if Seller defaults under this Agreement.

4. PRORATIONS. Real estate taxes, if any (as Seller is a tax-exempt entity) shall be prorated at Closing as of the Closing Date and based on the fiscal year of the City of Gardiner. Sewer and water charges shall be prorated as of the Closing Date. Seller and Buyer shall pay State of Maine transfer tax as provided by Maine State Law. Seller shall be responsible for preparation of the Deed and Transfer Tax Declarations and shall pay the fee for any recording necessary to clear title to the Premises. Buyer shall pay the fee for recording of the Deed and title insurance premium and update fees, if any. Except as otherwise set forth herein, Legal fees and other closing costs incurred by Seller or Buyer in connection with the Agreement and transaction shall be paid for the party incurring such fees or costs. Except as otherwise provided herein or as settled at the Closing, Seller and Buyer shall prorate as of the Closing Date any other amounts which become due and payable on or before the Closing Date with respect to (i) assumed contracts, if any, (ii) all utilities servicing the Premises that are assignable to Buyer, including water, sewer, telephone, electricity and gas service.

5. CLOSING. Subject to the satisfaction or waiver by the appropriate party of all of the conditions precedent to closing specified herein the consummation of the transactions contemplated by and described in this Agreement (the "Closing") shall take place within forty-five (45) days following the expiration of the Due Diligence Period. The Seller shall have the right to extend the Closing Date for up to thirty (30) days for any reason or no reason, upon Notice to the Buyer. The parties shall mutually agree to the actual time and date of such Closing in writing (the date of consummation is referred to herein as the "Closing Date").

**5.1. Closing Documents.**

**5.1.1. Seller. At Closing, Seller will deliver the following:**

- 5.1.1.1. The Deed in accordance with the provisions of Section 8.
- 5.1.1.2. Maine Real Estate Transfer Tax Declaration form.
- 5.1.1.3. Evidence of Seller's existence and authority to complete the transaction reasonably satisfactory to Buyer and Buyer's title insurer.
- 5.1.1.4. Seller's executed FIRPTA (foreign Investment in Real Property Tax Act) Affidavit and Maine Residency Affidavit necessary to relieve Buyer of any obligation to deduct and withhold any portion of the Purchase Price pursuant to Section 1445 of the Internal Revenue Code or pursuant to 36 MRS § 5250-A.
- 5.1.1.5. Seller's executed Title Insurance Seller's Affidavit or similar statement, in form and substance reasonably acceptable to Buyer and its title insurer.
- 5.1.1.6. Such other documents, instruments, certification a and confirmations as may be reasonably required and/or designated by Buyer's title insurer or lender to fully effect and consummate the transaction contemplated hereby.

**5.1.2. Buyer. At Closing, Buyer will deliver the following:**

- 5.1.2.1. The balance of the Purchase Price, subject to Section 4.
- 5.1.2.2. Evidence of Buyer's existence and authority to complete the transaction reasonably satisfactory to Seller and Buyer's title insurer.
- 5.1.2.3. Such other documents, instruments, certification a and confirmations as may be reasonably required and designated by Seller and/or Buyer's title insurer or lender to fully effect and consummate the transaction contemplated hereby.

**6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER.** The representations, warranties, and covenants set forth below by Seller to Buyer are made as of the Effective Date, and Seller shall be deemed to have remade all of such representations and warranties as of the Closing Date:

- 6.1. Existence and Capacity; Ownership. Seller is a non-profit corporation, duly organized and validly existing in good standing under the laws of the State of Maine. Seller has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to conduct its business as now being conducted.
- 6.2. Binding Agreement. This Agreement and all agreements to which Seller will become a party pursuant hereto are and will constitute the valid and legally binding obligations of



Seller and are and will be enforceable against Seller in accordance with the respective terms hereof or thereof.

- 6.3. Intellectual Property. No trademarks, service marks, trade names, patents, copyrights, inventions, processes and applications therefor (whether registered or common law) currently owned or used by Seller with respect to the Premises or any other services, facilities or operations directly or indirectly affecting the Premises, are (collectively, the "Intellectual Property") are being transferred to Buyer pursuant to this Agreement.
- 6.4. There are no service, employment, leasing, management, utility or other service or supply contracts affecting the Premises that would be binding upon a successor owner of the Premises.
- 6.5. There is no pending or, to the best of Seller's knowledge, threatened action or proceeding (including but not limited to any condemnation or eminent domain action or proceeding) before any court, governmental agency or arbitration relating to or arising out of the ownership of the Premises or any portion thereof.
- 6.6. Seller has not received any notice of assessment for the benefits or betterments which affect the Premises and Seller does not have knowledge that any such assessment is pending or threatened.
- 6.7. Except as otherwise stated herein, Seller has received any corporate or governmental consents or approvals required to be obtained by Seller in connection with the sale of the Premises and the consummation of the other transactions contemplated hereby.
- 6.8. Insolvency. Seller shall not (i) be in receivership or dissolution; (ii) have made any assignment for the benefit of creditors; (iii) have admitted in writing its inability to pay its debts as they mature; (iv) have been adjudicated a bankrupt; or (v) have filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, nor shall any such petition have been filed against Seller.
- 6.9. Seller is conveying the Premises "as is, where is", with all faults and makes no representation or warranty as to the present state or condition of the Premises, or Building and improvements thereon.
- 6.10. Within 45 days of the date of this Agreement, Seller shall have notified the Maine Health and Higher Educational Facilities Authority ("MHHEFA") that this sale is a "permitted disposition," MHHEFA shall have acknowledged such notice and shall have provided assurance satisfactory to Buyer that MHHEFA will issue all necessary title clearance documents to Seller not later than the closing date. If Seller fails to deliver such written assurance by Closing, Buyer may terminate this Agreement, whereupon Buyer shall receive a full refund of the Deposit.

7. **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF BUYER.** The representations, warranties, and covenants set forth below by Buyer in favor of Seller are made as of the Effective Date, and Buyer shall be deemed to have remade all of its representations and warranties as of the Closing Date:

7.1. **Existence and Capacity.** Buyer is a Maine limited liability company, duly organized and validly existing in good standing under the laws of the State of Maine. Buyer has the requisite power and authority to enter into this Agreement, to perform its obligations hereunder, and to conduct its business as now being conducted.

7.2. **Powers; Consents; Absence of Conflicts with Other Agreements, Etc.** The execution, delivery, and performance of this Agreement by Buyer, and all other agreements referenced herein, or ancillary hereto, to which Buyer is a party, and the consummation of the transactions contemplated herein by Buyer.

7.3. **Binding Agreement.** This Agreement and all agreements to which Buyer will become a party pursuant hereto are and will constitute the valid and legally binding obligations of Buyer, and are and will be enforceable against Buyer in accordance with the respective terms hereof and thereof.

7.4. **Ability to Perform.** Buyer will at the Closing have immediately available funds in cash, which are sufficient to pay any amounts payable pursuant to this Agreement and to consummate the transactions contemplated by this Agreement.

7.5. Buyer hereby represents and warrants to Seller that Buyer has made its own investigation and examination of all the relevant data relating to or affecting the Premises and is relying solely on its own judgment in entering into this Agreement and in purchasing the Premises.

8. **DEED AND TITLE; CONDITION PRECEDENT.**

8.1. **Delivery.** At the Closing and upon payment of the Purchase Price (i) Seller shall execute and deliver to Buyer a Quitclaim with Covenant Deed (the "Deed") conveying to Buyer good and merchantable fee simple title to the Premises, as is, where is, subject to restrictions and easements and (ii) the parties shall execute and deliver such transfer tax forms and other documents as are reasonably necessary to effect the conveyance of the Premise and permit the recording of the Deed, including, without limitation, the documents described in Section 5.1.1 above. For the avoidance of doubt, Seller shall be obligated to remove any liens encumbering the Premises to which Seller has consented; (ii) any liens the may be removed as a matter of right by the posting of a bond not in excess of the Purchase Price due hereunder, net of the payment of any voluntary liens; or (iii) any encumbrances placed or allowed by Seller with the intent of avoiding Seller's obligations hereunder.

8.2. Restriction. The parties understand and agree that the Deed conveying the Premises shall contain a deed restriction prohibiting the use of the Premises for the provision of healthcare services. The wording of the deed restriction shall be set forth in Exhibit B attached hereto and incorporated herein.

8.3. Acceptance. The acceptance of the Deed by Buyer at the Closing shall be deemed to be the full performance and discharge of every agreement, obligation and representation made on the part of the Seller, except as expressly set forth herein or in the Deed. No provisions, agreements or representations herein shall survive the Closing except as expressly stated herein. The Premises are being sold and will be conveyed "AS IS WHERE IS" without any representations or warranties as to the habitability, merchantability, fitness, condition or otherwise. Neither party is relying upon any statement or representations not embodied in this Agreement.

8.4. Possession and Condition of the Premises. On the Closing Date, Seller shall deliver possession of the Premises to Buyer in the same condition they are as of the Effective Date of this Agreement, reasonable use, wear and tear excepted, free and clear of all leases, tenancies and occupancies of any kind.

8.5. Buyer's obligations to close and to reimburse Seller for the expenses described in Section 3 above are conditioned upon Seller's receipt of a partial release of the Premises from all MHHEFA encumbrances affecting in any way the Premises and all rights related thereto, if necessary.

9. OPERATIONS / ONGOING MAINTENANCE. From the Effective Date hereof until the Closing, Seller will:

9.1. maintain the Premises in substantially the same manner as presently conducted and not make any material changes pertaining to the Premises;

9.2. maintain the Premises and all parts thereof in good operating condition, ordinary wear and tear excepted;

9.3. perform, in all material respects, all of its obligations under agreements relating to or affecting the Premises;

9.4. keep in full force and effect present insurance policies or other comparable insurance pertaining to the Premises; and

10. NEGATIVE COVENANTS. From the Effective Date hereof until the Closing, Seller will not, with respect to the Premises, without the prior written consent of Buyer:

10.1. amend or terminate utility or service contracts, if any, enter into any contract or commitment, or incur or agree to incur any liability, except as provided herein or in the ordinary course of business and in no event greater than Five Thousand Dollars (\$5,000) per item;

10.2. create, assume, or permit to exist any new debt, mortgage, pledge, or other lien or encumbrance upon the Premises, whether now owned or hereafter acquired, except such as will be discharged and satisfied at the Closing;

10.3. acquire (whether by purchase or lease) or sell, assign, lease, or otherwise transfer or dispose of any property, plant, or equipment to be located on the Premises except in the ordinary course of business with comparable replacement thereof as needed;

~~10.4. purchase capital assets or incur costs in respect of construction-in-progress in excess of ten thousand dollars (\$10,000) in the aggregate;~~

10.5. take any material action outside the ordinary course of business of the Premises or its related ancillary services;

10.6. enter into any agreement which could have a material adverse effect on the value of the Premises.

11. NO-SHOP CLAUSE. Except for the sale if any, of inventory, furniture, fixtures or equipment in the ordinary course, Seller agrees that, from and after the date of the execution and delivery of this Agreement by Seller until the termination of this Agreement, Seller will not, without the prior written consent of Buyer or except as otherwise permitted by this Agreement: (i) offer for sale or lease all or any material portion of the Premises or any ownership interest in any entity owning any of the Premises; (ii) solicit offers to buy all or any material portion of the Premises; (iii) initiate, encourage or provide any documents or information to any third party in connection with, discuss or negotiate with any person regarding any inquiries, proposals or offers relating to any disposition of all or any material portion of the Premises; or (iv) enter into any agreement or discussions with any party (other than Buyer) with respect to the sale, assignment, or other disposition of all or any material portion of the Premises. Seller will promptly communicate to Buyer the substance of any inquiry or proposal concerning any such transaction.

## 12. RISK OF LOSS; EMINENT DOMAIN

12.1. Loss or Damage. In the event of substantial loss or damage to the Premises before the Closing,

12.1.1. The amount of such loss or damage is fifty thousand dollars (\$50,000) or less as reasonably estimated, (i) the parties shall proceed to and complete the Closing, (ii) the estimated amount of the loss or damage shall be credited against the Purchase Price, and consequently Buyer shall pay Seller the difference between the Purchase price and such estimated amount of loss or damage, and (iii) Seller shall retain any insurance proceeds received by Seller as a result of such loss or damage;

12.1.2. The amount of such loss or damage to the Premise exceeds fifty thousand dollars (\$50,000) as reasonably estimated, Buyer may elect to either to (i) terminate this Agreement, upon which the termination of the Deposit and any interest earned thereon, shall be returned to Buyer and neither party shall have any further rights or

obligations under the Agreement, or (ii) not terminate this Agreement in which case the parties shall proceed to and complete the Closing and Seller shall assign or pay to buyer the insurance proceeds received by Seller as a result of such loss or damage. Provided however the regardless of whether Seller elects option (2)(i) or (2)(ii), Seller may elect upon either election by Buyer to terminate this Agreement upon which termination the Deposit and any interest earned thereon, shall be returned to Buyer and neither party shall have any further rights or obligations under this Agreement.

12.1.3. The parties agree that they will negotiate in good faith the amount of the estimated loss or damage to the Premises to determine whether such estimated loss or damage is fifty thousand dollars or less or exceeds fifty thousand dollars and will consider in such negotiations the value of the loss or damage determined by Seller's insurance carrier.

12.2. Eminent Domain. Should a substantial portion of the Premises be taken by eminent domain before the Closing, Buyer may elect either to (i) terminate this Agreement and receive a refund of the Deposit, or (ii) complete the purchase and the Closing as provided for herein and receive the eminent domain award received by Seller for loss of the real property that constitutes that portion of the Premises. In the event Buyer elects option (ii), Seller, promptly after receipt of both written notification of Buyer's option and such eminent domain award, shall deliver such eminent domain award proceeds to Buyer.

### 13. ADDITIONAL AGREEMENTS.

13.1. Cooperation with Investigations. Following the Closing, as relates to this transaction or the other arrangements or agreements entered into with regard to continued operation of the Premises, each party shall notify the other party promptly and in writing upon receiving a verbal or written request or other inquiry from a Government Entity for information or records relating to the other party, or any scheduled audit, claim or investigation that could give rise to liability on the part of the other party, solely with respect to the Premises. The other party shall have the right to participate meaningfully in any meetings regarding audits, claims, investigations or other inquiries that could give rise to liability on the part of such party.

13.2. Reproduction of Documents. This Agreement and all documents relating hereto, including, without limitation, (a) consents, waivers and modifications which may hereafter be executed, (b) the documents delivered at the Closing, and (c) financial statements, certificates and other information previously or hereafter furnished to Seller or Buyer, may, subject to the provisions of Section 14 hereof, be reproduced by Seller or Buyer by any photographic, photostatic, microfilm, micro-card, miniature photographic or other similar process and Seller or Buyer may destroy any original documents so reproduced. Seller and Buyer agree and stipulate that any such reproduction shall be admissible in evidence as the original itself in any judicial, arbitral or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made

by Seller or Buyer in the regular course of business) and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

14. INTENTIONALLY DELETED.

15. COMPLIANCE WITH LAWS. The sale and purchase described in this Agreement shall be conducted according to and in full compliance with all applicable federal, state and local laws, regulations and ordinances. If Seller determines during the Due Diligence Period that any of the terms or conditions of this Agreement is or becomes violative of the rules, regulations or reimbursement policies of any third-party reimbursement program, any federal or state statute, rule or regulation, or administrative or judicial decision, or jeopardized Seller's status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 as amended, Seller may, at its option and upon written notice, (i) terminate this Agreement, or (ii) alter the terms of this Agreement so that it no longer violates the same or jeopardized Seller's Status as a Section 501(c)(3) organization. In the event of such alteration by Seller, Buyer shall have the option of terminating this Agreement by written notice. In the event of a termination by either party under this section, Buyer shall be entitled to a refund of the Deposit.

16. MISCELLANEOUS.

16.1. Schedules and Other Instruments. Each Schedule and Exhibit to this Agreement shall be considered a part hereof as if set forth herein in full. From the Effective Date hereof until the Closing Date, any party may update its respective Schedules, subject to the other parties' approval rights described below. Any other provision herein to the contrary notwithstanding, all Schedules, Exhibits, or other instruments provided for herein and not delivered at the time of execution of this Agreement or which are incomplete at the time of execution of this Agreement shall be delivered or completed within ten (10) days after the date hereof or prior to the Closing, whichever is sooner. It shall be deemed a condition precedent to the obligations of the parties hereto that each of the Schedules, Exhibits, and related documents, instruments, books, and records shall meet with the reasonable approval of such parties.

16.2. Consented Assignment. Anything contained herein to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any claim, right, contract, license, lease, commitment, sales order, or purchase order if an attempted assignment thereof without the consent of the other party thereto would constitute a breach thereof or in any material way affect the rights of Seller thereunder, unless such consent is obtained. Each of Seller and Buyer shall use commercially reasonable efforts to obtain any third party consents to the transactions contemplated by this Agreement.

16.3. Consents, Approvals and Discretion. Except as herein expressly provided to the contrary, whenever this Agreement requires any consent or approval to be given by a party, or whenever a party must or may exercise discretion, the parties agree that such consent or approval shall not be unreasonably withheld or delayed and such discretion shall be reasonably exercised.

17. **GOVERNING LAW.** The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to conflict of laws principles.

18. **BENEFIT/ASSIGNMENT.** Subject to provisions herein to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and assigns. No party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that any party may, without the prior written consent of the other parties, assign its rights and delegate its duties hereunder to one or more Affiliates.

19. **NO BROKERAGE.** Buyer and Seller each represents and warrants to the other that it has not engaged a broker in connection with the transactions described herein. Each party agrees to be solely liable for and obligated to satisfy and discharge all loss, cost, damage, or expense arising out of claims for fees or commissions of brokers employed or alleged to have been employed by such party.

20. **COST OF TRANSACTION.** Whether or not the transactions contemplated hereby shall be consummated, the parties agree as follows: (i) Seller shall pay the fees, expenses, and disbursements of Seller and its agents, representatives, accountants, and legal counsel incurred in connection with the subject matter hereof and any amendments hereto, except as otherwise provided herein; and (ii) Buyer shall pay the fees, expenses, and disbursements of Buyer and its agents, representatives, accountants and legal counsel incurred in connection with the subject matter hereof and any amendments hereto, except as otherwise provided herein.

21. **CONFIDENTIALITY.** It is understood by the parties hereto that the information, documents, and instruments delivered to Buyer by Seller and its agents and the information, documents, and instruments delivered to Seller by Buyer and its agents, are of a confidential and proprietary nature. Each of the parties hereto agrees that both prior and subsequent to the Closing it will maintain the confidentiality of all such confidential information, documents, or instruments delivered to it by each of the other parties hereto or their agents in connection with the negotiation of this Agreement or in compliance with the terms, conditions, and covenants hereof and will only disclose such information, documents, and instruments to its duly authorized officers, members, directors, representatives, and agents (including consultants, attorneys, and accountants of each party) and applicable Governmental Entities with jurisdiction in connection with any required notification or application for approval or exemption therefrom. Each of the parties hereto further agrees that if the transactions contemplated hereby are not consummated, it will return all such documents and instruments and all copies thereof in its possession to the other party to this Agreement. Each of the parties hereto recognizes that any breach of this Section 21 would result in irreparable harm to the other party to this Agreement and its Affiliates (as defined in Section 29 below) and that, therefore, Seller or Buyer shall be entitled to an injunction to prohibit any such breach or anticipated breach, without the necessity of posting a bond, cash, or otherwise, in addition to all of its other legal and equitable remedies. Nothing in this Section 21, however, shall prohibit the use of such confidential information, documents, or information for such governmental filings as in the opinion of Seller's counsel or

Buyer's counsel are required by law or governmental regulations or are otherwise required to be disclosed pursuant to applicable state law.

22. PUBLIC ANNOUNCEMENTS. The parties mutually agree that neither party hereto (nor their respective employees, agents or representatives) shall release, publish, or otherwise make available to the public in any manner whatsoever any information or announcement regarding the transactions herein contemplated without the prior written consent of the other party, except for information and filings reasonably necessary to be directed to Governmental Entities with jurisdiction to fully and lawfully effect the transactions herein contemplated or required in connection with securities and other laws. Nothing herein shall prohibit either party from responding to questions presented by the press or media without first obtaining prior consent of the other party hereto.

23. WAIVER OF BREACH. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof.

24. NOTICE. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when received by receipted overnight delivery by a nationally recognized courier service (e.g., Federal Express, UPS), or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

SELLER: MaineGeneral Medical Center  
35 Medical Center Parkway  
Augusta, ME 04330  
Attn: General Counsel

BUYER: Hathaway Holdings, LLC  
1076 East Shore Road  
Jamestown, RI 02835

or to such other address, and to the attention of such other person or officer as any party may designate, with copies thereof to the respective counsel thereof as notified by such party.

25. SEVERABILITY. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.



26. **GENERATOR.** The parties agree that the generator, which is situated on the Premises and is powering Seller's IT systems will remain the property of the Seller. Seller will remove the generator within six (6) months after the Closing Date at no cost to Buyer.

27. **DIVISIONS AND HEADINGS.** The division of this Agreement into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

28. **SURVIVAL.** All of the representations, warranties, covenants, and agreements made by the parties in this Agreement that contemplate performance after the Closing, shall survive the consummation of the transactions described herein, and may be fully and completely relied upon by Seller and Buyer, as the case may be and shall not be deemed merged into any instruments or agreements delivered at the Closing or thereafter; provided however, that no representations, warranties, or covenants in this Agreement, except for the Deed restrictions in Exhibit B which shall run with the land, shall survive longer than a period of eighteen (18) months after Closing.

29. **AFFILIATES.** As used in this Agreement, the term "Affiliate" means, as to the entity in question, any person or entity that directly or indirectly controls, is controlled by or is under common control with, the entity in question, and the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity whether through ownership of voting securities, by contract or otherwise.

30. **WAIVER OF JURY TRIAL.** EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE INCLUDING, BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATIONS. EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

31. **ACCOUNTING DATE.** The transactions contemplated hereby shall be effective for accounting purposes as of 12:01 a.m. on the Closing Date or at such other time as agreed in writing by the parties hereto. The parties will use commercially reasonable efforts to cause the Closing to be effective as of a month end, with equitable adjustments made to the Purchase Price necessary to give effect to the foregoing.

32. **NO INFERENCES.** Inasmuch as this Agreement is the result of negotiations between sophisticated parties of equal bargaining power represented by counsel, no inference in favor of, or against, either party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such party.

33. NO THIRD PARTY BENEFICIARIES. The terms and provisions of this Agreement are intended solely for the benefit of Buyer and Seller and their respective permitted successors or assigns, and it is not the intention of the parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

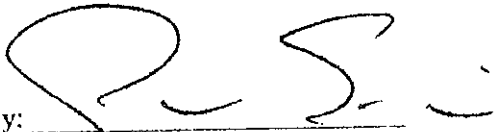
34. ENFORCEMENT OF AGREEMENT. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

35. ENTIRE AGREEMENT; AMENDMENT; COUNTERPARTS. This Agreement supersedes all previous contracts, and constitutes the entire agreement of whatsoever kind or nature existing between the parties respecting the within subject matter, and neither party shall be entitled to benefits other than those specified herein. As between the parties, no oral statements or prior written material not specifically incorporated herein shall be of any force and effect. The parties specifically acknowledge that in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others. All prior representations or agreements, whether written or verbal, not expressly incorporated herein are superseded, and no changes in or additions to this Agreement shall be recognized unless and until made in writing and signed by all parties hereto. This Agreement may be executed in two or more counterparts, including but not limited to facsimiled or electronically transmitted (e.g., .PDF) signatures, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

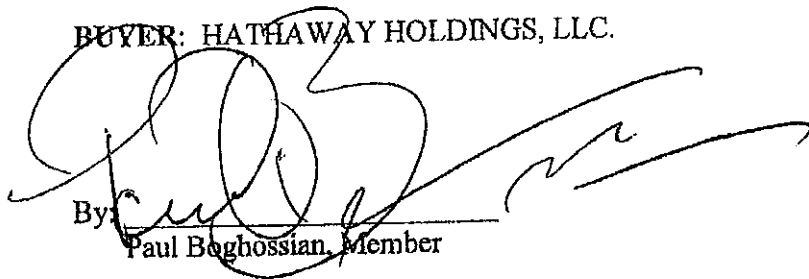
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple originals by their authorized officers, all as of the date first above written.

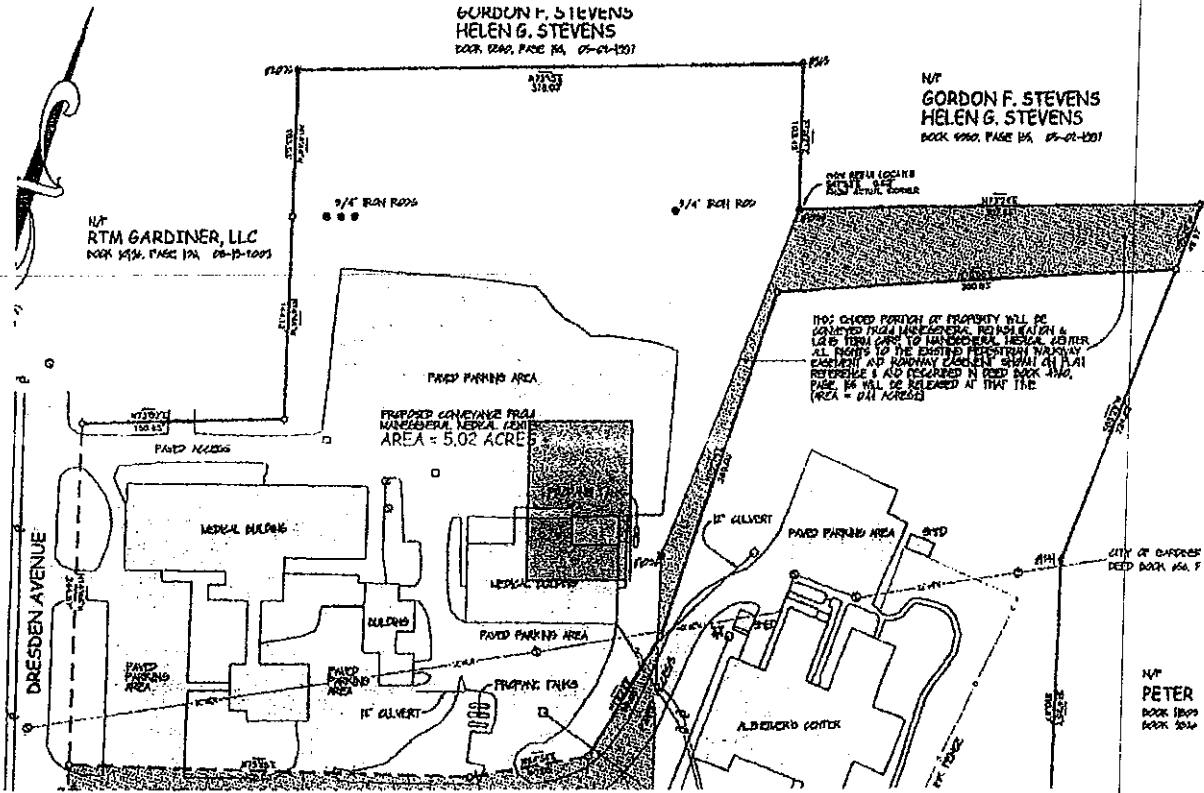
**SELLER: MAINEGENERAL MEDICAL CENTER**

By:   
Paul Stein, COO

**BUYER: HATHAWAY HOLDINGS, LLC.**

By:   
Paul Boghossian, Member

# EXHIBIT A



## **EXHIBIT B**

### **Deed Restriction**

Buyer agrees, for itself, its successors and assigns, that the Premises conveyed herein shall be subject to the following permanent restriction that shall run with the land. The Premises shall not be developed, operated or used, in whole or in part, for any of the following without the prior written consent of MaineGeneral Medical Center, its successors or assigns:

1. A healthcare facility defined as a hospital, psychiatric hospital, nursing facility, kidney disease treatment center including a freestanding hemodialysis facility, rehabilitation facility, ambulatory surgical facility, independent radiological service center, independent cardiac catheterization center, medical practice, imaging facility, infusion facility, telemedicine site, medical marijuana business or cancer treatment center.
2. The provision of health services defined as clinically related services that are diagnostic, treatment, rehabilitative services or nursing services provided by a nursing facility and include alcohol abuse, drug abuse and mental health services.
3. Office space or treatment facilities for health care practitioners defined as physicians and all others certified, registered or licensed in the healing arts, including, but not limited to, nurses, podiatrists, optometrists, chiropractors, physical therapists, dentists, psychologists, physicians' assistants, nurse practitioners, and veterinarians.

In the event that MaineGeneral Medical Center remains in occupancy of any portion of the premises after delivery of this deed, it may continue to use the premises for any of the above. The foregoing restrictions shall not be interpreted to prohibit "telemedicine" services that may be provided as a benefit to tenants of residential dwellings that may after the Closing exist on the Premises.



January 8, 2021

Mr. Paul Boghossian  
Hathaway Holdings, LLC.

RE: Letter of Intent for Reciprocal Maintenance and Easement Agreement

Dear Mr. Boghossian,

As the owner of the property located at 150 and 152 Dresden Avenue in Gardiner, Maine (the "Property") for which Hathaway Holdings, LLC has entered into a purchase and sale agreement, MaineGeneral confirms its willingness to support the project and cooperate in achieving development milestones as outlined by the City of Gardiner. The Parties have agreed that the Property is being conveyed with a restriction that the Property may not be utilized for any future medical uses, as described in the purchase and sale agreement, without the expressed written consent of MaineGeneral.

MaineGeneral also owns 154 Dresden Avenue an adjoining parcel that is the location of MaineGeneral Retirement & Long Term Care's Alzheimer's Care Center. Upon the satisfactory closing of the transaction for the land and improvements located on the Property, MaineGeneral through its subsidiary MGRLTC intends to enter into a Reciprocal Maintenance and Easement Agreement ("Agreement") with Hathaway Holdings, LLC, for the common non-exclusive use of the drive aisle located on the property of 154 Dresden Avenue as depicted in Exhibit A – Easement Area, attached hereto.

The basic provisions of the Agreement will include an:

- Easement for Ingress and Egress over the drive aisle. No parking in Drive Aisle will be allowed.
- Agreement for the sharing of Easement Common Expenses (including but not limited to maintenance, plowing, paving, and repair expenses for Drive aisle) equally by both Parties as follows:
  - MGRLTC 50%
  - Hathaway Holding 50%.
- Wording that indicates neither Party can hold the other party legally responsible for accidents or injuries related to the use of the area covered by the Agreement and will indemnify and hold harmless the other for the same.
- This easement agreement shall inure to the benefit of the respective parties, their heirs, successors, grantees and assigns, and shall constitute an agreement "running with the land." The failure of Hathaway Holdings, LLC or any successor

thereof, to pay its share of the Easement Common Expenses shall create an undue burden on MaineGeneral and the Parties agree that will be grounds to terminate the easement. The Agreement will be recorded at the Registry of Deeds.

Best regards,

A handwritten signature in blue ink, appearing to read "Paul Stein".

Paul Stein, COO  
MaineGeneral Medical Center  
MaineGeneral Retirement & Long Term Care





## Appendix B - Lists of Abutters

CATTYWAMPUS LLC  
35 DRESDEN AV  
GARDINER, ME 04345

REITER CINDY  
102 CENTRAL ST  
GARDINER, ME 04345

GARDNER NAOMI E  
171 DRESDEN AV  
GARDINER, ME 04345

RTM GARDINER LLC  
PO BOX 7332  
PORTLAND, ME 04112

HESELTON BETTY B  
157 DRESDEN AV  
GARDINER, ME 04345-2615

RTM GARDINER LLC  
PO BOX 7332  
PORTLAND, ME 04112

KENNEBEC LONG TERM CARE I  
37 GRAY BURCH DR  
AUGUSTA, ME 04330

SALTZER KATLIN P  
163 DRESDEN AV  
GARDINER, ME 04345

LAMARRE ROBERT G  
35 COTTAGE ST  
GARDINER, ME 04345

SHAW SUSAN & WARD  
176 DRESDEN AV  
GARDINER, ME 04345

LINSKY DANIEL E  
145 DRESDEN AV  
GARDINER, ME 04345

SMITH LAURA D  
160 LINCOLN AV  
GARDINER, ME 04345

MAIN AUTA M  
139 DRESDEN AV  
GARDINER, ME 04345

STEVENS GORDON F  
128 DRESDEN AV  
GARDINER, ME 04345

MAINE GENERAL MEDICAL CEN  
6 EAST CHESTNUT ST  
AUGUSTA, ME 04330

THIBEAU MARINA E  
120 DRESDEN AV  
GARDINER, ME 04345

MAINEGENERAL REHABILITATI  
35 MEDICAL CENTER PARKWAY  
AUGUSTA, ME 04330

PAQUIN NATHAN & JESSICA L  
155 DRESDEN AV  
GARDINER, ME 04345

GIAMPETRUZZI PETER  
75 RIVER AV  
GARDINER, ME 04345

KENNEBEC HEALTH CARE SYST  
6 EAST CHESTNUT ST  
AUGUSTA, ME 04330

LAMARRE ROBERT G  
35 COTTAGE ST  
GARDINER, ME 04345

MAINE GENERAL MEDICAL CEN  
6 EAST CHESTNUT ST  
AUGUSTA, ME 04330

MAINEGENERAL REHABILITATI  
35 MEDICAL CENTER PARKWAY  
AUGUSTA, ME 04330

ST.HILAIRE LISA R  
63 RIVER AV  
GARDINER, ME 04345

STEVENS GORDON F  
128 DRESDEN AV  
GARDINER, ME 04345

## Appendix C Soil Survey

[https://websoilsurvey.sc.egov.usda.gov/WssProduct/xwztkiatrplwt3cmusbkbc0j/DL\\_00000/20201013\\_17043805397\\_1\\_Soil\\_Report.pdf](https://websoilsurvey.sc.egov.usda.gov/WssProduct/xwztkiatrplwt3cmusbkbc0j/DL_00000/20201013_17043805397_1_Soil_Report.pdf)

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United States  
Department of  
Agriculture

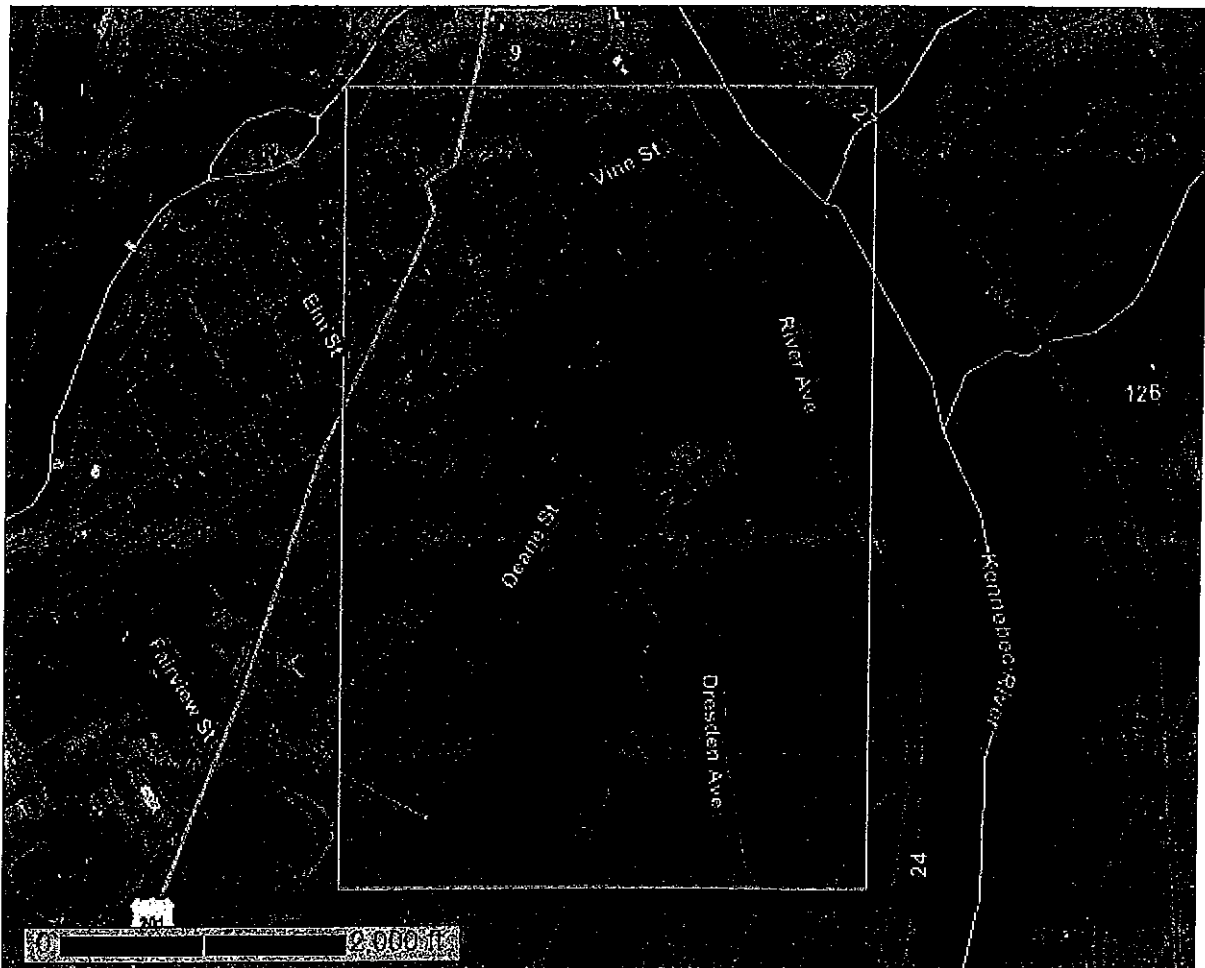
**NRCS**

Natural  
Resources  
Conservation  
Service

A product of the National  
Cooperative Soil Survey,  
a joint effort of the United  
States Department of  
Agriculture and other  
Federal agencies, State  
agencies including the  
Agricultural Experiment  
Stations, and local  
participants

# Custom Soil Resource Report for **Kennebec County, Maine**

150 Dresden Ave, Gardiner, ME



# Preface

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Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist ([http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2\\_053951](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951)).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

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# How Soil Surveys Are Made

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Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

## Custom Soil Resource Report

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

## Custom Soil Resource Report

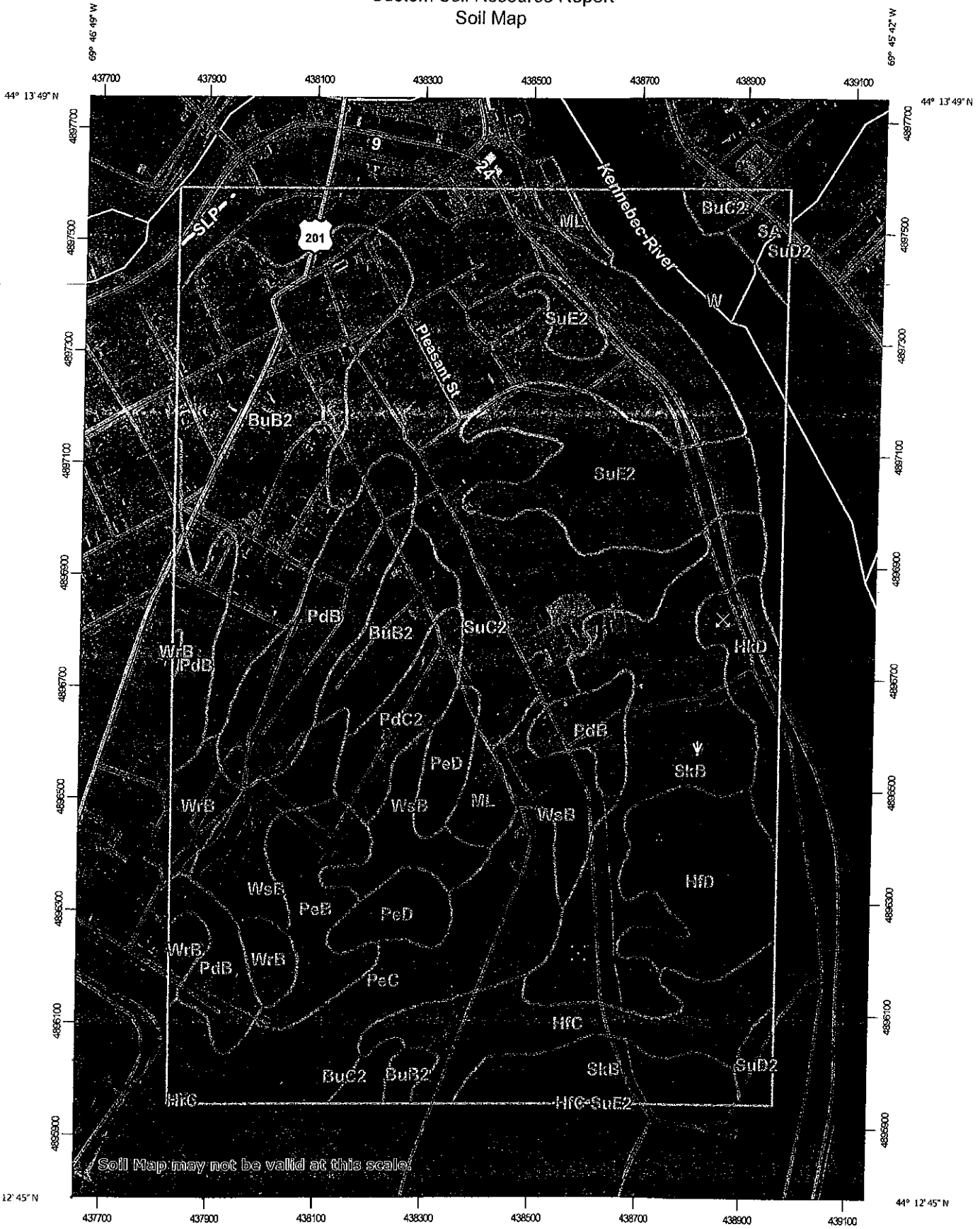
identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

# Soil Map

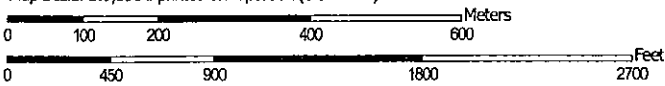
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The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

# Custom Soil Resource Report Soil Map



Map Scale: 1:9,590 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 19N WGS84

### MAP LEGEND

- Area of Interest (AOI)
  - Area of Interest (AOI)
  - Soils
  - Soil Map Unit Polygons
  - Soil Map Unit Lines
  - Soil Map Unit Points
- Special Point Features
  - Blowout
  - Borrow Pit
  - Clay Spot
  - Closed Depression
  - Gravel Pit
  - Gravelly Spot
  - Landfill
  - Lava Flow
  - Marsh or swamp
  - Mine or Quarry
  - Miscellaneous Water
  - Perennial Water
  - Rock Outcrop
  - Saline Spot
  - Sandy Spot
  - Severely Eroded Spot
  - Sinkhole
  - Slide or Slip
  - Sodic Spot
- Water Features
  - Streams and Canals
- Transportation
  - Rails
  - Interstate Highways
  - US Routes
  - Major Roads
  - Local Roads
- Background
  - Aerial Photography
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Kennebec County, Maine  
 Survey Area Data: Version 19, May 29, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Data not available.

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres In AOI	Percent of AOI
BuB2	Lamoine silt loam, 3 to 8 percent slopes	64.6	14.0%
BuC2	Buxton silt loam, 8 to 15 percent slopes	4.3	0.9%
HrC	Hartland very fine sandy loam, 8 to 15 percent slopes	20.1	4.4%
HrD	Hartland very fine sandy loam, 15 to 25 percent slopes	20.0	4.3%
HkD	Hinckley gravelly sandy loam, 15 to 30 percent slopes	8.7	1.9%
HrC	Lyman-Tunbridge complex, 8 to 15 percent slopes, rocky	0.2	0.0%
ML	Made land	5.7	1.2%
PdB	Paxton-Charlton fine sandy loams, 3 to 8 percent slopes	40.7	8.8%
PdC2	Paxton-Charlton fine sandy loams, 8 to 15 percent slopes, eroded	8.9	1.9%
PeB	Paxton-Charlton very stony fine sandy loams, 3 to 8 percent slopes	12.2	2.7%
PeC	Paxton-Charlton very stony fine sandy loams, 8 to 15 percent slopes	29.8	6.5%
PeD	Paxton-Charlton very stony fine sandy loams, 15 to 30 percent slopes	10.4	2.3%
SA	Saco soils	3.2	0.7%
SkB	Scio very fine sandy loam, 3 to 8 percent slopes	48.9	10.6%
SuC2	Suffield silt loam, 8 to 15 percent slopes, eroded	93.6	20.3%
SuD2	Suffield silt loam, 15 to 25 percent slopes, eroded	2.3	0.5%
SuE2	Suffield silt loam, 25 to 45 percent slopes, eroded	28.3	6.1%
W	Water bodies	23.9	5.2%
WrB	Woodbridge fine sandy loam, 3 to 8 percent slopes	9.9	2.2%
WsB	Woodbridge very stony fine sandy loam, 3 to 8 percent slopes	25.7	5.6%
<b>Totals for Area of Interest</b>		<b>461.3</b>	<b>100.0%</b>



## Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas

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shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

## Kennebec County, Maine

### BuB2—Lamoine silt loam, 3 to 8 percent slopes

#### Map Unit Setting

*National map unit symbol:* 2t0kc

*Elevation:* 10 to 490 feet

*Mean annual precipitation:* 33 to 60 inches

*Mean annual air temperature:* 36 to 52 degrees F

*Frost-free period:* 90 to 160 days

*Farmland classification:* Not prime farmland

#### Map Unit Composition

*Lamoine and similar soils:* 85 percent

*Minor components:* 15 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Lamoine

##### Setting

*Landform:* Marine terraces, river valleys

*Landform position (two-dimensional):* Footslope

*Landform position (three-dimensional):* Base slope

*Down-slope shape:* Linear

*Across-slope shape:* Linear

*Parent material:* Fine glaciomarine deposits

##### Typical profile

*Ap - 0 to 7 inches:* silt loam

*Bw - 7 to 13 inches:* silt loam

*Bg - 13 to 24 inches:* silty clay loam

*Cg - 24 to 65 inches:* silty clay

##### Properties and qualities

*Slope:* 3 to 8 percent

*Depth to restrictive feature:* More than 80 inches

*Drainage class:* Somewhat poorly drained

*Capacity of the most limiting layer to transmit water (Ksat):* Very low to moderately low (0.00 to 0.14 in/hr)

*Depth to water table:* About 6 to 17 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Maximum salinity:* Nonsaline (0.0 to 1.9 mmhos/cm)

*Available water capacity:* Moderate (about 7.6 inches)

##### Interpretive groups

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 3w

*Hydrologic Soil Group:* C/D

*Hydric soil rating:* No

#### Minor Components

##### Scantic

*Percent of map unit:* 10 percent

*Landform:* Marine terraces, river valleys

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*Landform position (two-dimensional):* Toeslope, footslope

*Landform position (three-dimensional):* Base slope

*Down-slope shape:* Linear

*Across-slope shape:* Concave

*Hydric soil rating:* Yes

### **Buxton**

*Percent of map unit:* 3 percent

*Landform:* Marine terraces, river valleys

*Landform position (two-dimensional):* Backslope

*Landform position (three-dimensional):* Side slope

*Down-slope shape:* Linear

*Across-slope shape:* Convex

*Hydric soil rating:* No

### **Biddeford**

*Percent of map unit:* 1 percent

*Landform:* Marine terraces, river valleys

*Landform position (two-dimensional):* Toeslope

*Landform position (three-dimensional):* Base slope

*Down-slope shape:* Concave

*Across-slope shape:* Concave

*Ecological site:* F144BY002ME - Marine Terrace Depression

*Hydric soil rating:* Yes

### **Ragmuff**

*Percent of map unit:* 1 percent

*Landform:* Marine terraces, river valleys

*Landform position (two-dimensional):* Backslope, shoulder

*Landform position (three-dimensional):* Side slope, base slope

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Hydric soil rating:* No

## **BuC2—Buxton silt loam, 8 to 15 percent slopes**

### **Map Unit Setting**

*National map unit symbol:* 2x1by

*Elevation:* 10 to 490 feet

*Mean annual precipitation:* 33 to 60 inches

*Mean annual air temperature:* 36 to 52 degrees F

*Frost-free period:* 90 to 160 days

*Farmland classification:* Not prime farmland

### **Map Unit Composition**

*Buxton and similar soils:* 85 percent

*Minor components:* 15 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

## Custom Soil Resource Report

### Description of Buxton

#### Setting

*Landform:* Marine terraces, river valleys  
*Landform position (two-dimensional):* Backslope  
*Landform position (three-dimensional):* Side slope  
*Down-slope shape:* Linear  
*Across-slope shape:* Convex  
*Parent material:* Fine glaciomarine deposits

#### Typical profile

*Ap - 0 to 7 inches:* silt loam  
*Bw1 - 7 to 18 inches:* silt loam  
*Bw2 - 18 to 23 inches:* silty clay loam  
*BC - 23 to 35 inches:* silty clay loam  
*C - 35 to 65 inches:* silty clay

#### Properties and qualities

*Slope:* 8 to 15 percent  
*Depth to restrictive feature:* More than 80 inches  
*Drainage class:* Moderately well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Very low to moderately low (0.00 to 0.14 in/hr)  
*Depth to water table:* About 17 to 24 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Maximum salinity:* Nonsaline (0.0 to 1.9 mmhos/cm)  
*Available water capacity:* High (about 9.1 inches)

#### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 3e  
*Hydrologic Soil Group:* C/D  
*Hydric soil rating:* No

### Minor Components

#### Lamoine

*Percent of map unit:* 7 percent  
*Landform:* Marine terraces, river valleys  
*Landform position (two-dimensional):* Footslope  
*Landform position (three-dimensional):* Base slope  
*Down-slope shape:* Concave  
*Across-slope shape:* Linear  
*Hydric soil rating:* No

#### Scantic

*Percent of map unit:* 5 percent  
*Landform:* Marine terraces, river valleys  
*Landform position (two-dimensional):* Toeslope, footslope  
*Landform position (three-dimensional):* Base slope  
*Down-slope shape:* Concave  
*Across-slope shape:* Concave  
*Hydric soil rating:* Yes

#### Buxton, >15% slopes

*Percent of map unit:* 3 percent

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*Landform:* Marine terraces, river valleys  
*Landform position (two-dimensional):* Backslope  
*Landform position (three-dimensional):* Side slope  
*Down-slope shape:* Linear  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

### HfC—Hartland very fine sandy loam, 8 to 15 percent slopes

#### Map Unit Setting

*National map unit symbol:* 9k04  
*Elevation:* 0 to 2,200 feet  
*Mean annual precipitation:* 30 to 48 inches  
*Mean annual air temperature:* 37 to 46 degrees F  
*Frost-free period:* 70 to 165 days  
*Farmland classification:* Farmland of statewide importance

#### Map Unit Composition

*Hartland and similar soils:* 87 percent  
*Minor components:* 13 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Hartland

##### Setting

*Landform:* Coastal plains  
*Landform position (two-dimensional):* Shoulder  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Parent material:* Coarse-silty glaciolacustrine deposits

##### Typical profile

*H1 - 0 to 7 inches:* very fine sandy loam  
*H2 - 7 to 15 inches:* very fine sandy loam  
*H3 - 15 to 28 inches:* silt loam  
*H4 - 28 to 65 inches:* very fine sandy loam

##### Properties and qualities

*Slope:* 8 to 15 percent  
*Depth to restrictive feature:* More than 80 inches  
*Drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high  
(0.60 to 2.00 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water capacity:* High (about 11.5 inches)

##### Interpretive groups

*Land capability classification (irrigated):* None specified

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*Land capability classification (nonirrigated): 3e*  
*Hydrologic Soil Group: B*  
*Hydric soil rating: No*

### Minor Components

#### Scio

*Percent of map unit: 5 percent*  
*Landform: Outwash plains*  
*Landform position (two-dimensional): Toeslope*  
*Landform position (three-dimensional): Dip*  
*Down-slope shape: Concave*  
*Across-slope shape: Concave*  
*Hydric soil rating: No*

#### Scantic

*Percent of map unit: 2 percent*  
*Landform: Coastal plains*  
*Landform position (two-dimensional): Toeslope*  
*Landform position (three-dimensional): Tread*  
*Down-slope shape: Concave*  
*Across-slope shape: Concave*  
*Hydric soil rating: Yes*

#### Buxton

*Percent of map unit: 2 percent*  
*Landform: Marine terraces*  
*Landform position (two-dimensional): Summit*  
*Landform position (three-dimensional): Riser*  
*Down-slope shape: Convex*  
*Across-slope shape: Linear*  
*Hydric soil rating: No*

#### Hartland, < 8 percent slopes

*Percent of map unit: 2 percent*  
*Landform: Coastal plains*  
*Landform position (two-dimensional): Shoulder*  
*Landform position (three-dimensional): Tread*  
*Down-slope shape: Convex*  
*Across-slope shape: Convex*  
*Hydric soil rating: No*

#### Windsor

*Percent of map unit: 1 percent*  
*Landform: Eskers*  
*Landform position (two-dimensional): Backslope*  
*Landform position (three-dimensional): Interfluve*  
*Down-slope shape: Convex*  
*Across-slope shape: Convex*  
*Hydric soil rating: No*

#### Hartland, > 15 percent slopes

*Percent of map unit: 1 percent*  
*Landform: Coastal plains*  
*Landform position (two-dimensional): Shoulder*  
*Landform position (three-dimensional): Tread*  
*Down-slope shape: Convex*

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*Across-slope shape:* Convex  
*Hydric soil rating:* No

### **HfD—Hartland very fine sandy loam, 15 to 25 percent slopes**

#### **Map Unit Setting**

*National map unit symbol:* 9k05  
*Elevation:* 0 to 2,200 feet  
*Mean annual precipitation:* 30 to 48 inches  
*Mean annual air temperature:* 37 to 46 degrees F  
*Frost-free period:* 70 to 165 days  
*Farmland classification:* Not prime farmland

#### **Map Unit Composition**

*Hartland and similar soils:* 91 percent  
*Minor components:* 9 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### **Description of Hartland**

##### **Setting**

*Landform:* Coastal plains  
*Landform position (two-dimensional):* Shoulder  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Parent material:* Coarse-silty glaciolacustrine deposits

##### **Typical profile**

*H1 - 0 to 7 inches:* very fine sandy loam  
*H2 - 7 to 15 inches:* very fine sandy loam  
*H3 - 15 to 28 inches:* silt loam  
*H4 - 28 to 65 inches:* very fine sandy loam

##### **Properties and qualities**

*Slope:* 15 to 25 percent  
*Depth to restrictive feature:* More than 80 inches  
*Drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high  
(0.60 to 2.00 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water capacity:* High (about 11.5 inches)

##### **Interpretive groups**

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 4e  
*Hydrologic Soil Group:* B  
*Hydric soil rating:* No



## Custom Soil Resource Report

### Minor Components

#### Buxton

*Percent of map unit:* 3 percent  
*Landform:* Marine terraces  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Riser  
*Down-slope shape:* Convex  
*Across-slope shape:* Linear  
*Hydric soil rating:* No

#### Hartland, > 25 percent slopes

*Percent of map unit:* 2 percent  
*Landform:* Coastal plains  
*Landform position (two-dimensional):* Shoulder  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

#### Scio

*Percent of map unit:* 2 percent  
*Landform:* Outwash plains  
*Landform position (two-dimensional):* Toeslope  
*Landform position (three-dimensional):* Dip  
*Down-slope shape:* Concave  
*Across-slope shape:* Concave  
*Hydric soil rating:* No

#### Hartland, < 15 percent slopes

*Percent of map unit:* 1 percent  
*Landform:* Coastal plains  
*Landform position (two-dimensional):* Shoulder  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

#### Windsor

*Percent of map unit:* 1 percent  
*Landform:* Eskers  
*Landform position (two-dimensional):* Backslope  
*Landform position (three-dimensional):* Interfluve  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

## **HkD—Hinckley gravelly sandy loam, 15 to 30 percent slopes**

### **Map Unit Setting**

*National map unit symbol:* 9k08  
*Elevation:* 10 to 2,200 feet  
*Mean annual precipitation:* 30 to 48 inches  
*Mean annual air temperature:* 37 to 46 degrees F  
*Frost-free period:* 70 to 160 days  
*Farmland classification:* Not prime farmland

### **Map Unit Composition**

*Hinckley and similar soils:* 88 percent  
*Minor components:* 12 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### **Description of Hinckley**

#### **Setting**

*Landform:* Eskers  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Parent material:* Sandy-skeletal glaciofluvial deposits derived from granite and gneiss

#### **Typical profile**

*H1 - 0 to 2 inches:* gravelly sandy loam  
*H2 - 2 to 10 inches:* gravelly sandy loam  
*H3 - 10 to 30 inches:* gravelly loamy sand  
*H4 - 30 to 65 inches:* stratified very gravelly coarse sand

#### **Properties and qualities**

*Slope:* 15 to 30 percent  
*Depth to restrictive feature:* More than 80 inches  
*Drainage class:* Excessively drained  
*Capacity of the most limiting layer to transmit water (Ksat):* High to very high (6.00 to 20.00 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water capacity:* Very low (about 2.3 inches)

#### **Interpretive groups**

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 6e  
*Hydrologic Soil Group:* A  
*Hydric soil rating:* No

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### Minor Components

#### Windsor

*Percent of map unit:* 10 percent  
*Landform:* Eskers  
*Landform position (two-dimensional):* Backslope  
*Landform position (three-dimensional):* Interfluve  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

#### Hinckley, > 30 percent slopes

*Percent of map unit:* 1 percent  
*Landform:* Eskers  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

#### Hinckley, < 15 percent slopes

*Percent of map unit:* 1 percent  
*Landform:* Eskers  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

### HrC—Lyman-Tunbridge complex, 8 to 15 percent slopes, rocky

#### Map Unit Setting

*National map unit symbol:* 2x1cy  
*Elevation:* 0 to 520 feet  
*Mean annual precipitation:* 36 to 65 inches  
*Mean annual air temperature:* 36 to 52 degrees F  
*Frost-free period:* 90 to 160 days  
*Farmland classification:* Not prime farmland

#### Map Unit Composition

*Lyman and similar soils:* 45 percent  
*Tunbridge and similar soils:* 40 percent  
*Minor components:* 15 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Lyman

##### Setting

*Landform:* Hills, ridges  
*Landform position (two-dimensional):* Backslope, shoulder, summit

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*Landform position (three-dimensional):* Crest, nose slope

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Parent material:* Loamy supraglacial till derived from granite and gneiss and/or loamy supraglacial till derived from phyllite and/or loamy supraglacial till derived from mica schist

### Typical profile

*Oe - 0 to 1 inches:* moderately decomposed plant material

*A - 1 to 3 inches:* loam

*E - 3 to 5 inches:* fine sandy loam

*Bhs - 5 to 7 inches:* loam

*Bs1 - 7 to 11 inches:* loam

*Bs2 - 11 to 18 inches:* channery loam

*R - 18 to 79 inches:* bedrock

### Properties and qualities

*Slope:* 8 to 15 percent

*Surface area covered with cobbles, stones or boulders:* 1.5 percent

*Depth to restrictive feature:* 11 to 24 inches to lithic bedrock

*Drainage class:* Somewhat excessively drained

*Capacity of the most limiting layer to transmit water (Ksat):* Very low to high (0.00 to 14.03 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Available water capacity:* Low (about 3.2 inches)

### Interpretive groups

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 6s

*Hydrologic Soil Group:* D

*Hydric soil rating:* No

## Description of Tunbridge

### Setting

*Landform:* Hills, ridges

*Landform position (two-dimensional):* Backslope, summit, shoulder

*Landform position (three-dimensional):* Side slope, crest

*Down-slope shape:* Linear

*Across-slope shape:* Convex

*Parent material:* Loamy supraglacial till derived from granite and gneiss and/or loamy supraglacial till derived from phyllite and/or loamy supraglacial till derived from mica schist

### Typical profile

*Oe - 0 to 3 inches:* moderately decomposed plant material

*Oa - 3 to 5 inches:* highly decomposed plant material

*E - 5 to 8 inches:* fine sandy loam

*Bhs - 8 to 11 inches:* fine sandy loam

*Bs - 11 to 26 inches:* fine sandy loam

*BC - 26 to 28 inches:* fine sandy loam

*R - 28 to 79 inches:* bedrock

### Properties and qualities

*Slope:* 8 to 15 percent

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*Surface area covered with cobbles, stones or boulders:* 1.5 percent  
*Depth to restrictive feature:* 21 to 41 inches to lithic bedrock  
*Drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Very low to high (0.00 to 14.03 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water capacity:* Low (about 5.6 inches)

### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 6s  
*Hydrologic Soil Group:* C  
*Hydric soil rating:* No

### Minor Components

#### Ragmuff

*Percent of map unit:* 5 percent  
*Landform:* Ridges, hills  
*Landform position (two-dimensional):* Backslope, footslope  
*Landform position (three-dimensional):* Base slope, side slope  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Hydric soil rating:* No

#### Abram

*Percent of map unit:* 5 percent  
*Landform:* Ridges, hills  
*Landform position (two-dimensional):* Summit, shoulder  
*Landform position (three-dimensional):* Nose slope, crest  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

#### Peru

*Percent of map unit:* 4 percent  
*Landform:* Ridges, hills  
*Landform position (two-dimensional):* Backslope, footslope  
*Landform position (three-dimensional):* Base slope, side slope  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Hydric soil rating:* No

#### Rock outcrop

*Percent of map unit:* 1 percent  
*Landform:* Ridges, hills  
*Landform position (two-dimensional):* Shoulder, summit  
*Landform position (three-dimensional):* Nose slope, crest, free face  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

## ML—Made land

### Map Unit Setting

*National map unit symbol:* 9k0n  
*Elevation:* 10 to 2,000 feet  
*Mean annual precipitation:* 30 to 48 inches  
*Mean annual air temperature:* 37 to 46 degrees F  
*Frost-free period:* 90 to 160 days  
*Farmland classification:* Not prime farmland

### Map Unit Composition

*Made land:* 85 percent  
*Minor components:* 15 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Made Land

#### Typical profile

*H1 - 0 to 65 inches:* variable

#### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 8s  
*Hydric soil rating:* No

### Minor Components

#### Scantic

*Percent of map unit:* 5 percent  
*Landform:* Coastal plains  
*Landform position (two-dimensional):* Toeslope  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Concave  
*Across-slope shape:* Concave  
*Hydric soil rating:* Yes

#### Buxton

*Percent of map unit:* 3 percent  
*Landform:* Till plains  
*Landform position (three-dimensional):* Rise  
*Down-slope shape:* Convex  
*Across-slope shape:* Linear  
*Hydric soil rating:* No

#### Scio

*Percent of map unit:* 3 percent  
*Landform:* Outwash plains  
*Landform position (two-dimensional):* Toeslope  
*Landform position (three-dimensional):* Dip

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*Down-slope shape:* Concave  
*Across-slope shape:* Concave  
*Hydric soil rating:* No

### **Hinckley**

*Percent of map unit:* 2 percent  
*Landform position (two-dimensional):* Shoulder  
*Landform position (three-dimensional):* Interfluvium  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Hydric soil rating:* No

### **Woodbridge**

*Percent of map unit:* 2 percent  
*Landform:* Till plains  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Talf  
*Down-slope shape:* Convex  
*Across-slope shape:* Linear  
*Hydric soil rating:* No

## **PdB—Paxton-Charlton fine sandy loams, 3 to 8 percent slopes**

### **Map Unit Setting**

*National map unit symbol:* 9k0x  
*Elevation:* 10 to 3,500 feet  
*Mean annual precipitation:* 34 to 50 inches  
*Mean annual air temperature:* 37 to 46 degrees F  
*Frost-free period:* 60 to 160 days  
*Farmland classification:* All areas are prime farmland

### **Map Unit Composition**

*Paxton and similar soils:* 62 percent  
*Charlton and similar soils:* 27 percent  
*Minor components:* 11 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### **Description of Paxton**

#### **Setting**

*Landform:* Till plains  
*Landform position (two-dimensional):* Shoulder  
*Landform position (three-dimensional):* Talf  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Parent material:* Coarse-loamy lodgment till derived from mica schist

#### **Typical profile**

*H1 - 0 to 8 inches:* fine sandy loam  
*H2 - 8 to 31 inches:* gravelly fine sandy loam  
*H3 - 31 to 65 inches:* fine sandy loam

## Custom Soil Resource Report

### Properties and qualities

*Slope:* 3 to 8 percent  
*Depth to restrictive feature:* 18 to 40 inches to densic material  
*Drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.06 to 0.60 in/hr)  
*Depth to water table:* About 18 to 26 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water capacity:* Low (about 4.4 inches)

### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 2e  
*Hydrologic Soil Group:* C/D  
*Hydric soil rating:* No

### Description of Charlton

#### Setting

*Landform:* Till plains  
*Landform position (three-dimensional):* Dip  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Parent material:* Coarse-loamy supraglacial meltout till derived from mica schist

#### Typical profile

*H1 - 0 to 8 inches:* fine sandy loam  
*H2 - 8 to 30 inches:* gravelly fine sandy loam  
*H3 - 30 to 65 inches:* gravelly fine sandy loam

### Properties and qualities

*Slope:* 3 to 8 percent  
*Depth to restrictive feature:* More than 80 inches  
*Drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.60 to 6.00 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water capacity:* Moderate (about 6.2 inches)

### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 2e  
*Hydrologic Soil Group:* B  
*Hydric soil rating:* No

### Minor Components

#### Woodbridge

*Percent of map unit:* 5 percent  
*Landform:* Till plains  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Talf  
*Down-slope shape:* Convex  
*Across-slope shape:* Linear



## Custom Soil Resource Report

*Hydric soil rating:* No

### **Hollis**

*Percent of map unit:* 2 percent

*Landform:* Till plains

*Landform position (two-dimensional):* Summit

*Landform position (three-dimensional):* Rise

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Hydric soil rating:* No

### **Tunbridge**

*Percent of map unit:* 2 percent

*Landform:* Till plains

*Landform position (two-dimensional):* Shoulder

*Landform position (three-dimensional):* Rise

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Hydric soil rating:* No

### **Paxton, > 8% slopes**

*Percent of map unit:* 1 percent

*Landform:* Till plains

*Landform position (two-dimensional):* Shoulder

*Landform position (three-dimensional):* Talf

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Hydric soil rating:* No

### **Ridgebury**

*Percent of map unit:* 1 percent

*Landform:* Till plains

*Landform position (two-dimensional):* Footslope

*Landform position (three-dimensional):* Dip

*Down-slope shape:* Linear

*Across-slope shape:* Concave

*Hydric soil rating:* Yes

## **PdC2—Paxton-Charlton fine sandy loams, 8 to 15 percent slopes, eroded**

### **Map Unit Setting**

*National map unit symbol:* 9k0y

*Elevation:* 0 to 3,500 feet

*Mean annual precipitation:* 34 to 50 inches

*Mean annual air temperature:* 37 to 46 degrees F

*Frost-free period:* 60 to 160 days

*Farmland classification:* Not prime farmland

## Custom Soil Resource Report

### Map Unit Composition

*Paxton and similar soils: 60 percent*

*Charlton and similar soils: 25 percent*

*Minor components: 15 percent*

*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Paxton

#### Setting

*Landform: Drumlins*

*Landform position (two-dimensional): Shoulder*

*Landform position (three-dimensional): Side slope*

*Down-slope shape: Convex*

*Across-slope shape: Convex*

*Parent material: Coarse-loamy lodgment till derived from mica schist*

#### Typical profile

*H1 - 0 to 8 inches: fine sandy loam*

*H2 - 8 to 31 inches: gravelly fine sandy loam*

*H3 - 31 to 65 inches: fine sandy loam*

#### Properties and qualities

*Slope: 8 to 15 percent*

*Depth to restrictive feature: 18 to 40 inches to densic material*

*Drainage class: Well drained*

*Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.60 in/hr)*

*Depth to water table: About 18 to 26 inches*

*Frequency of flooding: None*

*Frequency of ponding: None*

*Available water capacity: Low (about 4.4 inches)*

#### Interpretive groups

*Land capability classification (irrigated): None specified*

*Land capability classification (nonirrigated): 3e*

*Hydrologic Soil Group: C/D*

*Hydric soil rating: No*

### Description of Charlton

#### Setting

*Landform: Drumlins*

*Landform position (three-dimensional): Side slope*

*Down-slope shape: Convex*

*Across-slope shape: Convex*

*Parent material: Coarse-loamy supraglacial meltout till derived from mica schist*

#### Typical profile

*H1 - 0 to 6 inches: fine sandy loam*

*H2 - 6 to 20 inches: gravelly fine sandy loam*

*H3 - 20 to 65 inches: gravelly fine sandy loam*

#### Properties and qualities

*Slope: 8 to 15 percent*

*Depth to restrictive feature: More than 80 inches*

*Drainage class: Well drained*

## Custom Soil Resource Report

*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high  
(0.60 to 6.00 in/hr)

*Depth to water table:* More than 80 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Available water capacity:* Moderate (about 6.2 inches)

### **Interpretive groups**

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 3e

*Hydrologic Soil Group:* B

*Hydric soil rating:* No

### **Minor Components**

#### **Tunbridge**

*Percent of map unit:* 5 percent

*Landform:* Moraines

*Landform position (two-dimensional):* Shoulder

*Landform position (three-dimensional):* Crest

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Hydric soil rating:* No

#### **Woodbridge**

*Percent of map unit:* 5 percent

*Landform:* Drumlins

*Landform position (two-dimensional):* Summit

*Landform position (three-dimensional):* Talf

*Down-slope shape:* Convex

*Across-slope shape:* Linear

*Hydric soil rating:* No

#### **Hollis**

*Percent of map unit:* 2 percent

*Landform:* Drumlins

*Landform position (two-dimensional):* Summit

*Landform position (three-dimensional):* Crest

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Hydric soil rating:* No

#### **Paxton, > 15 percent slopes**

*Percent of map unit:* 1 percent

*Landform:* Drumlins

*Landform position (two-dimensional):* Shoulder

*Landform position (three-dimensional):* Side slope

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Hydric soil rating:* No

#### **Paxton, < 8 percent slopes**

*Percent of map unit:* 1 percent

*Landform:* Drumlins

*Landform position (two-dimensional):* Shoulder

*Landform position (three-dimensional):* Side slope

*Down-slope shape:* Convex

## Custom Soil Resource Report

*Across-slope shape:* Convex  
*Hydric soil rating:* No

### Ridgebury

*Percent of map unit:* 1 percent  
*Landform:* Till plains  
*Landform position (two-dimensional):* Footslope  
*Landform position (three-dimensional):* Dip  
*Down-slope shape:* Linear  
*Across-slope shape:* Concave  
*Hydric soil rating:* Yes

## PeB—Paxton-Charlton very stony fine sandy loams, 3 to 8 percent slopes

### Map Unit Setting

*National map unit symbol:* 9k10  
*Elevation:* 0 to 3,500 feet  
*Mean annual precipitation:* 34 to 50 inches  
*Mean annual air temperature:* 37 to 46 degrees F  
*Frost-free period:* 60 to 160 days  
*Farmland classification:* Not prime farmland

### Map Unit Composition

*Paxton and similar soils:* 60 percent  
*Charlton and similar soils:* 25 percent  
*Minor components:* 15 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Paxton

#### Setting

*Landform:* Till plains  
*Landform position (two-dimensional):* Shoulder  
*Landform position (three-dimensional):* Talf  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Parent material:* Coarse-loamy lodgment till derived from mica schist

#### Typical profile

*H1 - 0 to 8 inches:* fine sandy loam  
*H2 - 8 to 31 inches:* gravelly fine sandy loam  
*H3 - 31 to 65 inches:* fine sandy loam

#### Properties and qualities

*Slope:* 3 to 8 percent  
*Surface area covered with cobbles, stones or boulders:* 1.6 percent  
*Depth to restrictive feature:* 18 to 40 inches to densic material  
*Drainage class:* Well drained

## Custom Soil Resource Report

*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.06 to 0.60 in/hr)  
*Depth to water table:* About 18 to 26 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water capacity:* Low (about 4.4 inches)

### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 6s  
*Hydrologic Soil Group:* C/D  
*Hydric soil rating:* No

### Description of Charlton

#### Setting

*Landform:* Till plains  
*Landform position (three-dimensional):* Dip  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Parent material:* Coarse-loamy supraglacial meltout till derived from mica schist

#### Typical profile

*H1 - 0 to 2 inches:* fine sandy loam  
*H2 - 2 to 24 inches:* gravelly fine sandy loam  
*H3 - 24 to 65 inches:* gravelly fine sandy loam

#### Properties and qualities

*Slope:* 3 to 8 percent  
*Surface area covered with cobbles, stones or boulders:* 1.6 percent  
*Depth to restrictive feature:* More than 80 inches  
*Drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.60 to 6.00 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water capacity:* Low (about 5.8 inches)

#### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 6s  
*Hydrologic Soil Group:* B  
*Hydric soil rating:* No

### Minor Components

#### Woodbridge

*Percent of map unit:* 5 percent  
*Landform:* Till plains  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Talf  
*Down-slope shape:* Convex  
*Across-slope shape:* Linear  
*Hydric soil rating:* No

#### Tunbridge

*Percent of map unit:* 3 percent

## Custom Soil Resource Report

*Landform:* Till plains  
*Landform position (two-dimensional):* Shoulder  
*Landform position (three-dimensional):* Rise  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

### **Ridgebury**

*Percent of map unit:* 2 percent  
*Landform:* Till plains  
*Landform position (two-dimensional):* Footslope  
*Landform position (three-dimensional):* Dip  
*Down-slope shape:* Linear  
*Across-slope shape:* Concave  
*Hydric soil rating:* Yes

### **Hollis**

*Percent of map unit:* 2 percent  
*Landform:* Till plains  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Rise  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

### **Paxton, > 8% slopes**

*Percent of map unit:* 2 percent  
*Landform:* Till plains  
*Landform position (two-dimensional):* Shoulder  
*Landform position (three-dimensional):* Rise  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

### **Paxton, > 3% stone cover**

*Percent of map unit:* 1 percent  
*Landform:* Till plains  
*Landform position (two-dimensional):* Shoulder  
*Landform position (three-dimensional):* Rise  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

## **PeC—Paxton-Charlton very stony fine sandy loams, 8 to 15 percent slopes**

### **Map Unit Setting**

*National map unit symbol:* 9k11  
*Elevation:* 10 to 3,500 feet

## Custom Soil Resource Report

*Mean annual precipitation:* 34 to 50 inches  
*Mean annual air temperature:* 37 to 46 degrees F  
*Frost-free period:* 60 to 160 days  
*Farmland classification:* Not prime farmland

### Map Unit Composition

*Paxton and similar soils:* 60 percent  
*Charlton and similar soils:* 25 percent  
*Minor components:* 15 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Paxton

#### Setting

*Landform:* Drumlins  
*Landform position (two-dimensional):* Shoulder  
*Landform position (three-dimensional):* Side slope  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Parent material:* Coarse-loamy lodgment till derived from mica schist

#### Typical profile

*H1 - 0 to 8 inches:* fine sandy loam  
*H2 - 8 to 31 inches:* gravelly fine sandy loam  
*H3 - 31 to 65 inches:* fine sandy loam

#### Properties and qualities

*Slope:* 8 to 15 percent  
*Surface area covered with cobbles, stones or boulders:* 1.6 percent  
*Depth to restrictive feature:* 18 to 40 inches to densic material  
*Drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.06 to 0.60 in/hr)  
*Depth to water table:* About 18 to 26 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water capacity:* Low (about 4.4 inches)

#### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 6s  
*Hydrologic Soil Group:* C/D  
*Hydric soil rating:* No

### Description of Charlton

#### Setting

*Landform:* Drumlins  
*Landform position (three-dimensional):* Side slope  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Parent material:* Coarse-loamy supraglacial meltout till derived from mica schist

#### Typical profile

*H1 - 0 to 2 inches:* fine sandy loam  
*H2 - 2 to 24 inches:* gravelly fine sandy loam  
*H3 - 24 to 65 inches:* gravelly fine sandy loam

## Custom Soil Resource Report

### Properties and qualities

*Slope:* 8 to 15 percent  
*Surface area covered with cobbles, stones or boulders:* 1.6 percent  
*Depth to restrictive feature:* More than 80 inches  
*Drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high  
(0.60 to 6.00 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water capacity:* Low (about 5.8 inches)

### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 6s  
*Hydrologic Soil Group:* B  
*Hydric soil rating:* No

### Minor Components

#### Woodbridge

*Percent of map unit:* 5 percent  
*Landform:* Drumlins  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Talf  
*Down-slope shape:* Convex  
*Across-slope shape:* Linear  
*Hydric soil rating:* No

#### Tunbridge

*Percent of map unit:* 4 percent  
*Landform:* Moraines  
*Landform position (two-dimensional):* Shoulder  
*Landform position (three-dimensional):* Crest  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

#### Hollis

*Percent of map unit:* 2 percent  
*Landform:* Drumlins  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Crest  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

#### Paxton, > 3% stone cover

*Percent of map unit:* 1 percent  
*Landform:* Drumlins  
*Landform position (two-dimensional):* Shoulder  
*Landform position (three-dimensional):* Side slope  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No



## Custom Soil Resource Report

### **Paxton, > 15 percent slopes**

*Percent of map unit: 1 percent*

*Landform: Drumlins*

*Landform position (two-dimensional): Shoulder*

*Landform position (three-dimensional): Side slope*

*Down-slope shape: Convex*

*Across-slope shape: Convex*

*Hydric soil rating: No*

### **Paxton, < 8 percent slopes**

*Percent of map unit: 1 percent*

*Landform: Drumlins*

*Landform position (two-dimensional): Shoulder*

*Landform position (three-dimensional): Side slope*

*Down-slope shape: Convex*

*Across-slope shape: Convex*

*Hydric soil rating: No*

### **Ridgebury**

*Percent of map unit: 1 percent*

*Landform: Till plains*

*Landform position (two-dimensional): Footslope*

*Landform position (three-dimensional): Dip*

*Down-slope shape: Linear*

*Across-slope shape: Concave*

*Hydric soil rating: Yes*

## **PeD—Paxton-Charlton very stony fine sandy loams, 15 to 30 percent slopes**

### **Map Unit Setting**

*National map unit symbol: 9k12*

*Elevation: 0 to 3,500 feet*

*Mean annual precipitation: 35 to 50 inches*

*Mean annual air temperature: 37 to 46 degrees F*

*Frost-free period: 60 to 160 days*

*Farmland classification: Not prime farmland*

### **Map Unit Composition**

*Paxton and similar soils: 60 percent*

*Charlton and similar soils: 25 percent*

*Minor components: 15 percent*

*Estimates are based on observations, descriptions, and transects of the mapunit.*

### **Description of Paxton**

#### **Setting**

*Landform: Drumlins*

## Custom Soil Resource Report

*Landform position (two-dimensional):* Shoulder  
*Landform position (three-dimensional):* Side slope  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Parent material:* Coarse-loamy lodgment till derived from mica schist

### Typical profile

*H1 - 0 to 8 inches:* fine sandy loam  
*H2 - 8 to 31 inches:* gravelly fine sandy loam  
*H3 - 31 to 65 inches:* fine sandy loam

### Properties and qualities

*Slope:* 15 to 30 percent  
*Surface area covered with cobbles, stones or boulders:* 1.6 percent  
*Depth to restrictive feature:* 18 to 40 inches to densic material  
*Drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.06 to 0.60 in/hr)  
*Depth to water table:* About 18 to 26 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water capacity:* Low (about 4.4 inches)

### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 6s  
*Hydrologic Soil Group:* C/D  
*Hydric soil rating:* No

## Description of Charlton

### Setting

*Landform:* Drumlins  
*Landform position (three-dimensional):* Side slope  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Parent material:* Coarse-loamy supraglacial meltout till derived from mica schist

### Typical profile

*H1 - 0 to 2 inches:* fine sandy loam  
*H2 - 2 to 24 inches:* gravelly fine sandy loam  
*H3 - 24 to 65 inches:* gravelly fine sandy loam

### Properties and qualities

*Slope:* 15 to 30 percent  
*Surface area covered with cobbles, stones or boulders:* 1.6 percent  
*Depth to restrictive feature:* More than 80 inches  
*Drainage class:* Well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.60 to 6.00 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water capacity:* Low (about 5.8 inches)

### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 6s

## Custom Soil Resource Report

*Hydrologic Soil Group: B*  
*Hydric soil rating: No*

### Minor Components

#### **Tunbridge**

*Percent of map unit: 4 percent*  
*Landform: Moraines*  
*Landform position (two-dimensional): Shoulder*  
*Landform position (three-dimensional): Crest*  
*Down-slope shape: Convex*  
*Across-slope shape: Convex*  
*Hydric soil rating: No*

#### **Woodbridge**

*Percent of map unit: 4 percent*  
*Landform: Drumlins*  
*Landform position (two-dimensional): Summit*  
*Landform position (three-dimensional): Talf*  
*Down-slope shape: Convex*  
*Across-slope shape: Linear*  
*Hydric soil rating: No*

#### **Hollis**

*Percent of map unit: 3 percent*  
*Landform: Drumlins*  
*Landform position (two-dimensional): Summit*  
*Landform position (three-dimensional): Crest*  
*Down-slope shape: Convex*  
*Across-slope shape: Convex*  
*Hydric soil rating: No*

#### **Paxton, > 3% stone cover**

*Percent of map unit: 2 percent*  
*Landform: Drumlins*  
*Landform position (two-dimensional): Shoulder*  
*Landform position (three-dimensional): Side slope*  
*Down-slope shape: Convex*  
*Across-slope shape: Convex*  
*Hydric soil rating: No*

#### **Paxton, > 30 percent slopes**

*Percent of map unit: 1 percent*  
*Landform: Drumlins*  
*Landform position (two-dimensional): Shoulder*  
*Landform position (three-dimensional): Side slope*  
*Down-slope shape: Convex*  
*Across-slope shape: Convex*  
*Hydric soil rating: No*

#### **Paxton, < 15 percent slopes**

*Percent of map unit: 1 percent*  
*Landform: Drumlins*  
*Landform position (two-dimensional): Shoulder*  
*Landform position (three-dimensional): Side slope*  
*Down-slope shape: Convex*  
*Across-slope shape: Convex*

## Custom Soil Resource Report

*Hydric soil rating:* No

### SA—Saco soils

#### Map Unit Setting

*National map unit symbol:* 9k19  
*Elevation:* 10 to 2,000 feet  
*Mean annual precipitation:* 28 to 50 inches  
*Mean annual air temperature:* 37 to 46 degrees F  
*Frost-free period:* 70 to 160 days  
*Farmland classification:* Not prime farmland

#### Map Unit Composition

*Saco and similar soils:* 86 percent  
*Minor components:* 14 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Saco

##### Setting

*Landform:* Flood plains  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Talf  
*Down-slope shape:* Concave  
*Across-slope shape:* Concave  
*Parent material:* Coarse-silty alluvium

##### Typical profile

*H1 - 0 to 11 inches:* very fine sandy loam  
*H2 - 11 to 34 inches:* silt loam  
*H3 - 34 to 65 inches:* very fine sandy loam

##### Properties and qualities

*Slope:* 0 to 2 percent  
*Depth to restrictive feature:* More than 80 inches  
*Drainage class:* Very poorly drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high  
(0.60 to 2.00 in/hr)  
*Depth to water table:* About 0 to 6 inches  
*Frequency of flooding:* FrequentNone  
*Frequency of ponding:* None  
*Available water capacity:* Very high (about 15.0 inches)

##### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 6w  
*Hydrologic Soil Group:* B/D  
*Hydric soil rating:* Yes

## Custom Soil Resource Report

### Minor Components

#### **Peacham**

*Percent of map unit:* 5 percent  
*Landform:* Till plains  
*Landform position (two-dimensional):* Footslope  
*Landform position (three-dimensional):* Talf, dip  
*Down-slope shape:* Concave  
*Across-slope shape:* Concave  
*Hydric soil rating:* Yes

#### **Rifle**

*Percent of map unit:* 3 percent  
*Landform:* Swamps  
*Landform position (two-dimensional):* Toeslope  
*Landform position (three-dimensional):* Dip  
*Down-slope shape:* Concave  
*Across-slope shape:* Concave  
*Hydric soil rating:* Yes

#### **Limerick**

*Percent of map unit:* 3 percent  
*Landform:* Flood plains  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Rise  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Hydric soil rating:* Yes

#### **Winooski**

*Percent of map unit:* 2 percent  
*Landform:* Flood plains  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Rise  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Hydric soil rating:* No

#### **Hadley**

*Percent of map unit:* 1 percent  
*Landform:* Outwash plains  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Talf  
*Down-slope shape:* Convex  
*Across-slope shape:* Linear  
*Hydric soil rating:* No

## **SkB—Scio very fine sandy loam, 3 to 8 percent slopes**

### **Map Unit Setting**

*National map unit symbol:* 9k1d

*Elevation:* 0 to 2,200 feet

*Mean annual precipitation:* 30 to 48 inches

*Mean annual air temperature:* 37 to 46 degrees F

*Frost-free period:* 70 to 160 days

*Farmland classification:* Farmland of statewide importance

### **Map Unit Composition**

*Scio and similar soils:* 89 percent

*Minor components:* 11 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

### **Description of Scio**

#### **Setting**

*Landform:* Outwash plains

*Landform position (two-dimensional):* Summit

*Landform position (three-dimensional):* Talf

*Down-slope shape:* Concave

*Across-slope shape:* Concave

*Parent material:* Very fine sand glaciolacustrine deposits

#### **Typical profile**

*H1 - 0 to 10 inches:* very fine sandy loam

*H2 - 10 to 22 inches:* silt loam

*H3 - 22 to 65 inches:* very fine sandy loam

#### **Properties and qualities**

*Slope:* 3 to 8 percent

*Depth to restrictive feature:* More than 80 inches

*Drainage class:* Moderately well drained

*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high  
(0.60 to 2.00 in/hr)

*Depth to water table:* About 18 to 30 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Available water capacity:* High (about 9.7 inches)

#### **Interpretive groups**

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 2e

*Hydrologic Soil Group:* C

*Hydric soil rating:* No

## Custom Soil Resource Report

### Minor Components

#### Scantic

*Percent of map unit:* 3 percent  
*Landform:* Coastal plains  
*Landform position (two-dimensional):* Toeslope  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Concave  
*Across-slope shape:* Concave  
*Hydric soil rating:* Yes

#### Hartland

*Percent of map unit:* 3 percent  
*Landform:* Coastal plains  
*Landform position (two-dimensional):* Shoulder  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

#### Buxton

*Percent of map unit:* 2 percent  
*Landform:* Till plains  
*Landform position (three-dimensional):* Rise  
*Down-slope shape:* Convex  
*Across-slope shape:* Linear  
*Hydric soil rating:* No

#### Windsor

*Percent of map unit:* 2 percent  
*Landform:* Outwash plains  
*Landform position (two-dimensional):* Backslope  
*Landform position (three-dimensional):* Riser  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

#### Scio, > 3% slopes

*Percent of map unit:* 1 percent  
*Landform:* Outwash plains  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Talf  
*Down-slope shape:* Concave  
*Across-slope shape:* Concave  
*Hydric soil rating:* No

### SuC2—Suffield silt loam, 8 to 15 percent slopes, eroded

#### Map Unit Setting

*National map unit symbol:* 9k1g  
*Elevation:* 10 to 900 feet

## Custom Soil Resource Report

*Mean annual precipitation:* 34 to 48 inches  
*Mean annual air temperature:* 43 to 46 degrees F  
*Frost-free period:* 90 to 160 days  
*Farmland classification:* Not prime farmland

### Map Unit Composition

*Suffield and similar soils:* 91 percent  
*Minor components:* 9 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Suffield

#### Setting

*Landform:* Marine terraces  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Interfluve  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Parent material:* Fine glaciolacustrine deposits

#### Typical profile

*H1 - 0 to 6 inches:* silt loam  
*H2 - 6 to 18 inches:* silt loam  
*H3 - 18 to 65 inches:* silty clay loam

#### Properties and qualities

*Slope:* 8 to 15 percent  
*Depth to restrictive feature:* More than 80 inches  
*Drainage class:* Moderately well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Very low to moderately high (0.00 to 0.20 in/hr)  
*Depth to water table:* About 18 to 30 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water capacity:* Moderate (about 8.8 inches)

#### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 4e  
*Hydrologic Soil Group:* C  
*Hydric soil rating:* No

### Minor Components

#### Hartland

*Percent of map unit:* 3 percent  
*Landform:* Eskers  
*Landform position (two-dimensional):* Shoulder  
*Landform position (three-dimensional):* Interfluve  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

#### Scio

*Percent of map unit:* 3 percent  
*Landform:* Eskers  
*Landform position (two-dimensional):* Summit



## Custom Soil Resource Report

*Landform position (three-dimensional):* Interfluve  
*Down-slope shape:* Concave  
*Across-slope shape:* Concave  
*Hydric soil rating:* No

### **Suffield, > 15% slopes**

*Percent of map unit:* 2 percent  
*Landform:* Marine terraces  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Interfluve  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

### **Scantic**

*Percent of map unit:* 1 percent  
*Landform:* Coastal plains  
*Landform position (two-dimensional):* Toeslope  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Concave  
*Across-slope shape:* Concave  
*Hydric soil rating:* Yes

## **SuD2—Suffield silt loam, 15 to 25 percent slopes, eroded**

### **Map Unit Setting**

*National map unit symbol:* 9k1h  
*Elevation:* 10 to 2,200 feet  
*Mean annual precipitation:* 30 to 48 inches  
*Mean annual air temperature:* 37 to 46 degrees F  
*Frost-free period:* 70 to 160 days  
*Farmland classification:* Not prime farmland

### **Map Unit Composition**

*Suffield and similar soils:* 88 percent  
*Minor components:* 12 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### **Description of Suffield**

#### **Setting**

*Landform:* Marine terraces  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Interfluve  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Parent material:* Fine glaciolacustrine deposits

#### **Typical profile**

*H1 - 0 to 6 inches:* silt loam  
*H2 - 6 to 18 inches:* silt loam

## Custom Soil Resource Report

*H3 - 18 to 65 inches: silty clay loam*

### Properties and qualities

*Slope: 15 to 25 percent*

*Depth to restrictive feature: More than 80 inches*

*Drainage class: Moderately well drained*

*Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 0.20 in/hr)*

*Depth to water table: About 18 to 30 inches*

*Frequency of flooding: None*

*Frequency of ponding: None*

*Available water capacity: Moderate (about 8.8 inches)*

### Interpretive groups

*Land capability classification (irrigated): None specified*

*Land capability classification (nonirrigated): 6e*

*Hydrologic Soil Group: C*

*Hydric soil rating: No*

### Minor Components

#### Hartland

*Percent of map unit: 3 percent*

*Landform: Eskers*

*Landform position (two-dimensional): Shoulder*

*Landform position (three-dimensional): Interfluve*

*Down-slope shape: Convex*

*Across-slope shape: Convex*

*Hydric soil rating: No*

#### Windsor

*Percent of map unit: 2 percent*

*Landform: Eskers*

*Landform position (two-dimensional): Backslope*

*Landform position (three-dimensional): Interfluve*

*Down-slope shape: Convex*

*Across-slope shape: Convex*

*Hydric soil rating: No*

#### Suffield, < 15 percent slopes

*Percent of map unit: 2 percent*

*Landform: Marine terraces*

*Landform position (two-dimensional): Summit*

*Landform position (three-dimensional): Interfluve*

*Down-slope shape: Convex*

*Across-slope shape: Convex*

*Hydric soil rating: No*

#### Scio

*Percent of map unit: 2 percent*

*Landform: Eskers*

*Landform position (two-dimensional): Summit*

*Landform position (three-dimensional): Interfluve*

*Down-slope shape: Concave*

*Across-slope shape: Concave*

*Hydric soil rating: No*

## Custom Soil Resource Report

### **Suffield, > 25 percent slopes**

*Percent of map unit:* 2 percent

*Landform:* Marine terraces

*Landform position (two-dimensional):* Summit

*Landform position (three-dimensional):* Interfluve

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Hydric soil rating:* No

### **Scantic**

*Percent of map unit:* 1 percent

*Landform:* Coastal plains

*Landform position (two-dimensional):* Toeslope

*Landform position (three-dimensional):* Tread

*Down-slope shape:* Concave

*Across-slope shape:* Concave

*Hydric soil rating:* Yes

## **SuE2—Suffield silt loam, 25 to 45 percent slopes, eroded**

### **Map Unit Setting**

*National map unit symbol:* 9k1j

*Elevation:* 10 to 900 feet

*Mean annual precipitation:* 34 to 48 inches

*Mean annual air temperature:* 43 to 46 degrees F

*Frost-free period:* 90 to 160 days

*Farmland classification:* Not prime farmland

### **Map Unit Composition**

*Suffield and similar soils:* 98 percent

*Minor components:* 2 percent

*Estimates are based on observations, descriptions, and transects of the mapunit.*

### **Description of Suffield**

#### **Setting**

*Landform:* Marine terraces

*Landform position (two-dimensional):* Summit

*Landform position (three-dimensional):* Interfluve

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Parent material:* Fine glaciolacustrine deposits

#### **Typical profile**

*H1 - 0 to 6 inches:* silt loam

*H2 - 6 to 18 inches:* silt loam

*H3 - 18 to 65 inches:* silty clay loam

#### **Properties and qualities**

*Slope:* 25 to 45 percent

## Custom Soil Resource Report

*Depth to restrictive feature:* More than 80 inches  
*Drainage class:* Moderately well drained  
*Capacity of the most limiting layer to transmit water (Ksat):* Very low to moderately high (0.00 to 0.20 in/hr)  
*Depth to water table:* About 18 to 30 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Available water capacity:* Moderate (about 8.8 inches)

### Interpretive groups

*Land capability classification (irrigated):* None specified  
*Land capability classification (nonirrigated):* 7e  
*Hydrologic Soil Group:* C  
*Hydric soil rating:* No

### Minor Components

#### Suffield, < 25% slopes

*Percent of map unit:* 2 percent  
*Landform:* Marine terraces  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Interfluve  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

## W—Water bodies

### Map Unit Composition

*Water:* 100 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Water

#### Setting

*Landform:* Lakes

## WrB—Woodbridge fine sandy loam, 3 to 8 percent slopes

### Map Unit Setting

*National map unit symbol:* 9k1r  
*Elevation:* 10 to 3,500 feet  
*Mean annual precipitation:* 34 to 50 inches  
*Mean annual air temperature:* 37 to 46 degrees F  
*Frost-free period:* 60 to 160 days  
*Farmland classification:* All areas are prime farmland

## Custom Soil Resource Report

### Map Unit Composition

*Woodbridge and similar soils: 85 percent*

*Minor components: 15 percent*

*Estimates are based on observations, descriptions, and transects of the mapunit.*

### Description of Woodbridge

#### Setting

*Landform: Till plains*

*Landform position (two-dimensional): Summit*

*Landform position (three-dimensional): Talf*

*Down-slope shape: Convex*

*Across-slope shape: Linear*

*Parent material: Coarse-loamy lodgment till derived from mica schist*

#### Typical profile

*H1 - 0 to 7 inches: fine sandy loam*

*H2 - 7 to 22 inches: fine sandy loam*

*H3 - 22 to 65 inches: fine sandy loam*

#### Properties and qualities

*Slope: 3 to 8 percent*

*Depth to restrictive feature: 18 to 30 inches to densic material*

*Drainage class: Moderately well drained*

*Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.60 in/hr)*

*Depth to water table: About 16 to 24 inches*

*Frequency of flooding: None*

*Frequency of ponding: None*

*Available water capacity: Low (about 3.3 inches)*

#### Interpretive groups

*Land capability classification (irrigated): None specified*

*Land capability classification (nonirrigated): 2e*

*Hydrologic Soil Group: C/D*

*Hydric soil rating: No*

### Minor Components

#### Hollis

*Percent of map unit: 3 percent*

*Landform: Till plains*

*Landform position (two-dimensional): Summit*

*Landform position (three-dimensional): Rise*

*Down-slope shape: Convex*

*Across-slope shape: Convex*

*Hydric soil rating: No*

#### Tunbridge

*Percent of map unit: 3 percent*

*Landform: Till plains*

*Landform position (two-dimensional): Shoulder*

*Landform position (three-dimensional): Rise*

*Down-slope shape: Convex*

*Across-slope shape: Convex*

*Hydric soil rating: No*

## Custom Soil Resource Report

### **Paxton**

*Percent of map unit:* 3 percent  
*Landform:* Till plains  
*Landform position (two-dimensional):* Shoulder  
*Landform position (three-dimensional):* Dip  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

### **Woodbridge, > 8% slopes**

*Percent of map unit:* 2 percent  
*Landform:* Till plains  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Talf  
*Down-slope shape:* Convex  
*Across-slope shape:* Linear  
*Hydric soil rating:* No

### **Ridgebury**

*Percent of map unit:* 2 percent  
*Landform:* Till plains  
*Landform position (two-dimensional):* Footslope  
*Landform position (three-dimensional):* Dip  
*Down-slope shape:* Linear  
*Across-slope shape:* Concave  
*Hydric soil rating:* Yes

### **Charlton**

*Percent of map unit:* 2 percent  
*Landform:* Till plains  
*Landform position (three-dimensional):* Dip  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

## **WsB—Woodbridge very stony fine sandy loam, 3 to 8 percent slopes**

### **Map Unit Setting**

*National map unit symbol:* 9k1t  
*Elevation:* 10 to 3,500 feet  
*Mean annual precipitation:* 34 to 50 inches  
*Mean annual air temperature:* 37 to 46 degrees F  
*Frost-free period:* 60 to 160 days  
*Farmland classification:* Not prime farmland

### **Map Unit Composition**

*Woodbridge and similar soils:* 87 percent  
*Minor components:* 13 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

## Custom Soil Resource Report

### Description of Woodbridge

#### Setting

*Landform:* Till plains

*Landform position (two-dimensional):* Summit

*Landform position (three-dimensional):* Talf

*Down-slope shape:* Convex

*Across-slope shape:* Linear

*Parent material:* Coarse-loamy lodgment till derived from mica schist

#### Typical profile

*H1 - 0 to 7 inches:* fine sandy loam

*H2 - 7 to 22 inches:* fine sandy loam

*H3 - 22 to 65 inches:* fine sandy loam

#### Properties and qualities

*Slope:* 3 to 8 percent

*Surface area covered with cobbles, stones or boulders:* 1.6 percent

*Depth to restrictive feature:* 18 to 30 inches to densic material

*Drainage class:* Moderately well drained

*Capacity of the most limiting layer to transmit water (Ksat):* Moderately low to moderately high (0.06 to 0.60 in/hr)

*Depth to water table:* About 16 to 24 inches

*Frequency of flooding:* None

*Frequency of ponding:* None

*Available water capacity:* Low (about 3.3 inches)

#### Interpretive groups

*Land capability classification (irrigated):* None specified

*Land capability classification (nonirrigated):* 6s

*Hydrologic Soil Group:* C/D

*Hydric soil rating:* No

### Minor Components

#### Paxton

*Percent of map unit:* 4 percent

*Landform:* Till plains

*Landform position (two-dimensional):* Shoulder

*Landform position (three-dimensional):* Dip

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Hydric soil rating:* No

#### Tunbridge

*Percent of map unit:* 3 percent

*Landform:* Till plains

*Landform position (two-dimensional):* Shoulder

*Landform position (three-dimensional):* Rise

*Down-slope shape:* Convex

*Across-slope shape:* Convex

*Hydric soil rating:* No

#### Charlton

*Percent of map unit:* 2 percent

*Landform:* Till plains

*Landform position (three-dimensional):* Dip

## Custom Soil Resource Report

*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

### **Hollis**

*Percent of map unit:* 1 percent  
*Landform:* Till plains  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Rise  
*Down-slope shape:* Convex  
*Across-slope shape:* Convex  
*Hydric soil rating:* No

### **Ridgebury**

*Percent of map unit:* 1 percent  
*Landform:* Till plains  
*Landform position (two-dimensional):* Foothlope  
*Landform position (three-dimensional):* Dip  
*Down-slope shape:* Linear  
*Across-slope shape:* Concave  
*Hydric soil rating:* Yes

### **Woodbridge, > 3% stone cover**

*Percent of map unit:* 1 percent  
*Landform:* Till plains  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Talf  
*Down-slope shape:* Convex  
*Across-slope shape:* Linear  
*Hydric soil rating:* No

### **Woodbridge, > 8% slopes**

*Percent of map unit:* 1 percent  
*Landform:* Till plains  
*Landform position (two-dimensional):* Summit  
*Landform position (three-dimensional):* Talf  
*Down-slope shape:* Convex  
*Across-slope shape:* Linear  
*Hydric soil rating:* No



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## Appendix D - Letters from City Agencies

- Police
- Fire
- Water
- Sewer
- Public Works



July 13, 2020

Paul Boghossian

RE: 150-152 Dresden Ave

Hi Paul,

Based on the info you gave me it looks like there will be a total population in the proposed housing units of 179 persons. There are many different models for calculating water usage depending on areas of the country and other factors but locally here in Maine I find that generally about 75 gallons per person per day is an accurate number.

Therefore, we would be looking at an additional daily flow of  $179 \times 75$  or 13,425 gallons of typical residential wastewater flow which the City of Gardiner wastewater transport and treatment system has the capacity to handle.

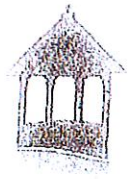
As your design progresses please keep in touch with me so I can work with you as to where you will be able to make the sewer connections. The gravity line you would be using actually collects flow from Dresden Ave. then turns and runs down through the middle of the site past the last building in the rear then down through the woods to a collection interceptor on State Rt. 24. It is currently still marked out from a previous Digsafe ticket.

Thank you,

Douglas Clark

Wastewater Director

City of Gardiner Maine



# CITY OF Gardiner

*Moving Forward*

June 22, 2020

MEMO

To: Kris McNeill, CEO

Tracey Desjardins, EDD

City of Gardiner Planning Board

From: Christine M. Landes, City Manager

Re: Dresden Avenue

Please allow this letter to serve as notification (in my temporary role as Public Works Director) that the City sees no issues as far as Public Works is concerned, with the increased development on Dresden Avenue. The road was last hot topped approximately five (5) years ago, so the life of the asphalt should be adequate for a few years.

The increased traffic on Dresden Avenue will not pose any issues with Public Works.

If you have any questions, please do not hesitate to reach out to me.



**GARDINER POLICE DEPARTMENT**  
POLICE \* COMMUNICATIONS



Chief James M. Toman

July 6, 2020

Hathaway Holdings, LLC/Paul Boghossian  
Hathaway Center  
10 Water St. Bx 68  
Waterville, Maine 04901

Per review criteria 6.5.1.13, I have reviewed the project description for the proposed development of "Gardiner Green" located at 150 and 152 Dresden Ave, Gardiner, Maine, 04345 (Kennebec County). This location is the site of the former Maine General buildings. Based upon my review, I believe that the Gardiner Police Department will have the ability to respond safely to any emergency or criminal activity that may occur at this re-developed location. The development project with the 68 dwelling units may result in additional calls for police services, however, it is not anticipated that the additional calls will have an impact on the overall services that the Gardiner Police Department delivers.

If you have any further questions or concerns, please let me know.

Sincerely,

Chief James M. Toman  
Gardiner Police Department  
City of Gardiner

Cc; Code Enforcement  
Gardiner Planning Board  
Office of Economic and Community Development



## CITY OF GARDINER FIRE & RESCUE DEPARTMENT



*Chief Alfred R. Nelson Jr.*

City of Gardiner  
Planning Board

July 2, 2020

After speaking with Paul Boghossian and reviewing the project description for the proposed development at 150 – 152 Dresden Avenue in Gardiner, Maine (Kennebec County Maine). The City of Gardiner Fire and Rescue will be available to respond to any emergency both fire and/or medical in nature at this location. The project is not anticipated to result in reductions of any Fire Department services. Please feel free to contact me with any further needs or questions.

Thank you,  
Al Nelson  
Fire/Rescue Chief



Gardiner Water District  
10 Water Street  
Gardiner, ME 04901  
Tel: 603.883.2222

June 24, 2020

Paul Boghossian  
Hathaway Center  
10 Water St, Box 68  
Waterville Me. 04901

Dear Mr. Boghossian,

The Gardiner Water District has the capacity to serve your proposed 68-unit housing development on Dresden Avenue in Gardiner. This area is served by a 10" ductile iron main which runs from River Rd, up Cottage St, and ends at the old Gardiner Hospital. Please contact me if I can be of further assistance.

Sincerely,

Paul Gray

Superintendent

Gardiner Water District



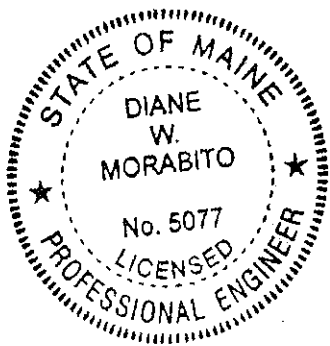
Appendix E – Traffic Study by Diane Morabito P.E. PTOE of  
Sewall Engineering

As seen in the preceding table, sight distance in both directions from the two most northerly drives exceeds the standard. Sight distance from the southerly drive towards the right is partially restricted by the existing Alzheimer's Center sign. This sign should be relocated out of the driveway sight triangle. Sight distance to the left is approximately 230'. It is restricted by brush growing along the Dresden Avenue right-of-way and then by the crest of the hill. It is expected that with tree limbing and clearing along the roadside this sight distance can be increased to 250'. It is important to note that no additional signage or landscaping should be located in the exit drive sight triangles which could obscure or restrict the sight distances in the future.


**SUMMARY**

To summarize, the 68 proposed residential dwelling units will generate from 32 to 46 one-way trips in peak hours. The former medical offices generated between 121 and 178 peak hour trips based upon the ITE data are. Hence, the proposed residences will result in a significant decrease in traffic to the site. As a result, no capacity or traffic analysis is required. In terms of safety, there are no high crash locations in the vicinity of the site. Sight distance from the two most northerly drives is adequate. Sight distance from the southerly drive can be improved by some brush clearing/tree limbing and by the relocation of the Alzheimer's Center sign. With these improvements sight distance will be adequate to meet standards.

As always, please do not hesitate to contact Sewall if you or the City of Gardiner have any questions or concerns regarding this analysis, findings or recommendations.



Sincerely,



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



<u>Location Description</u>	<u># of Acc.</u>	<u>CRF</u>
Brunswick Avenue between Church and Neal Street	1	0.20
Intersection of Brunswick Avenue & Mechanic Street	1	0.21
Intersection of Brunswick Avenue, Water & Bridge Streets	15	0.73
Dresden Avenue between School Street and Church Street	1	0.63
Dresden Avenue between Danforth and Cottage Street	1	0.30
Intersection of River Avenue and Cottage Street	1	0.75

As seen in the above accident table, there are no high crash locations within the vicinity of the proposed residential development. As a result, no further accident review or evaluation is necessary.

**DRIVEWAY SIGHT DISTANCE**

One of the most important safety factors to consider for a project is sight distance from the exit drives. This sight distance is measured ten feet back from the edge of travel way at a driver’s eye height of 3.5 feet to an object height of 4.25 feet.

The proposed site access provides for three exits to Dresden Avenue in existing locations. The speed limit is unposted on Dresden Avenue but is assumed to be 25 mph as it is on Brunswick Avenue and in the remaining Gardiner urban area. Sewall recommends a minimum of 10 feet of sight distance for every posted mile per hour of speed limit or 250’. The City of Gardiner Land Use Ordinance requires this same 10’ per mph. Sight distance was measured in the field from the three existing drives with the following results:

<u>Driveway Description</u>	<u>Existing Driveway Sight Distances</u>			
	<u>To Right</u>	<u>Adequate</u>	<u>To Left</u>	<u>Adequate</u>
Northerly Drive	400’+	Yes	400’+	Yes
Middle Drive	400’+	Yes	300’	Yes
Southerly Drive	400’+*	Yes	230’	No

\*Sight distance to the right is partially restricted by the existing “Alzheimer’s Care Center” sign. This sign should be relocated out of the driveway sight triangle.

<u>Time Period</u>	<u>Proposed Residences</u>	<u>Former Medical Offices</u>	<u>Change</u>
PM Peak Hour – Adjacent Street	38	150	-112
Entering	24	42	-18
Exiting	14	108	-94
PM Peak Hour – Generator	46	178	-132
Entering	27	69	-42
Exiting	19	109	-90

As seen in the preceding table, the proposed residential development will generate significantly fewer trips than the former medical offices in all peak hour periods as well as on a daily basis. Given this significant reduction in trips there is no need for capacity analysis and the remainder of this impact assessment will focus upon safety.

**SAFETY ANALYSIS  
ACCIDENT REVIEW**

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

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

Crash data for the vicinity of the site (Dresden Avenue, Brunswick Avenue and Cottage Street) was obtained from MaineDOT for the most recent three-year period, 2017 – 2019, and is attached. The CRF and number of accidents are summarized by location in the following table:

<u>Location Description</u>	<u># of Acc.</u>	<u>CRF</u>
Intersection of Brunswick Avenue, Central & Plummer Streets	1	0.21
Brunswick Avenue between Central Street and Chestnut Street	1	0.36
Intersection of Brunswick Avenue, Lincoln & Washington Avenues	1	0.21
Brunswick Avenue between Filmore Place and Church Street	4	1.60
Intersection of Brunswick Avenue & Church Street	2	0.39

The traffic that was recently generated by the two buildings as medical offices was also calculated utilizing the ITE report. Land use codes 720 –medical-dental office building was utilized on the basis of 43,200 S.F. Land use code 150 - warehousing was utilized for the 4,300 S.F. of storage space at Gardiner Family Practice. The results are summarized below:

<u>Time Period</u>	<b>Trip Generation – Former Medical Offices</b>		
	<u>Med. Offices</u>	<u>Storage</u>	<u>Total</u>
Daily	1,500	8	1,508
AM Peak Hour – Adjacent Street	120	1	121
Entering	94	1	95
Exiting	26	0	26
AM Peak Hour – Generator	152	1	153
Entering	94	1	95
Exiting	58	0	58
PM Peak Hour – Adjacent Street	149	1	150
Entering	42	0	42
Exiting	107	1	108
PM Peak Hour – Generator	177	1	178
Entering	69	0	69
Exiting	108	1	109

A comparison of the proposed trips versus the previous medical office trips follows:

<u>Time Period</u>	<b>Trip Generation Comparison</b>		
	<u>Proposed Residences</u>	<u>Former Medical Offices</u>	<u>Change</u>
Daily	498	1,508	-1,010
AM Peak Hour – Adjacent Street	32	121	-89
Entering	7	95	-88
Exiting	25	26	-1
AM Peak Hour – Generator	38	153	-115
Entering	10	95	-85
Exiting	28	58	-30

former hospital is approximately 34,000 square feet (S.F.) in size and was totally utilized for medical office purposes. The Gardiner Family Practice building provided for 9,200 S.F. of medical offices with 4,300 of storage.

Access to the residential development will be provided by the three existing curb cuts to Dresden Avenue. However, one of the current two-way drives will be restricted to one-way out, reducing allowed driveway movements from twelve to ten, thus improving access management.

**TRIP GENERATION ANALYSIS**

The number of trips to be generated by the proposed residences was determined utilizing the Institute of Transportation Engineers (ITE) “Trip Generation” manual. The most recent 10<sup>th</sup> edition was used for the calculations since it is derived from the largest database and is considered the most current and best information. Land use code 220 – Multi-Family Housing Low-Rise was utilized on the basis of the 68 proposed dwelling units. The results are summarized in the following table:

<u>Time Period</u>	<u>Trip Generation – New Residences</u> <u>One-Way Trips</u>
Daily	498
AM Peak Hour – Adjacent Street	32
Entering	7
Exiting	25
AM Peak Hour – Generator	38
Entering	10
Exiting	28
PM Peak Hour – Adjacent Street	38
Entering	24
Exiting	14
PM Peak Hour – Generator	46
Entering	27
Exiting	19

As seen above, the new residences are expected to generate from 32 to 46 one-way trips during peak hours. This level of traffic would not be expected to have a significant impact off-site on traffic operations beyond the site drives. Generally, a project won’t have a significant impact on traffic operations unless it generates in excess of 35 lane hour trips. This project will generate a maximum of 28 lane hour trips.



July 12, 2020

Mr. Paul Boghossian  
Hathaway Holdings LLC  
Hathaway Center  
10 Water Street, Box 68  
Waterville, ME 04901

**RE: TRAFFIC IMPACT ASSESSMENT FOR PROPOSED RESIDENTIAL  
DEVELOPMENT IN GARDINER, MAINE**

**INTRODUCTION**

This memorandum summarizes trip generation and safety analyses for local City of Gardiner approval of a proposed residential development. The proposed residential development is to be located on the site of the former MaineGeneral Hospital on Dresden Avenue. The development will provide for 68 dwelling units as outlined below:

- Phase 1 – Rehab of the original hospital building to provide 34 apartment units
- Phase 2 – Rehab of the south annex and boiler buildings to provide 6 condominium units
- Phase 3 – Rehab of the medical office building into 11 condominium units  
and 17 new construction condominium units

The former MaineGeneral hospital buildings were most recently occupied by these uses:

- Visiting nurses
- X-ray
- Home health care
- Horizon treatment
- Scanning
- Recordkeeping
- Bone density
- Mammography
- Printing
- Doctor's offices

It understood that the hospital building and Gardiner Family Practice building both were generally utilized as medical office buildings in recent years. Based upon information provided by MaineGeneral, the

REPORT SELECTIONS

- Crash Summary I
- Section Detail
- Crash Summary II
- 1320 Public
- 1320 Private
- 1320 Summary

REPORT DESCRIPTION

Gardiner: Brunswick Ave/Rte 201 from intersection with Plummer St/Central St (primary node 27729) to intersection with Water St (node 27734), School St from Brunswick Ave (node 28767) to Dresden Ave (node 26798), Dresden Ave from Cottage St (node 26804) to Church St (node 26802), and Cottage St from Lincoln Ave (node 24755) to River Ave (node 27369)

REPORT PARAMETERS

Year 2017, Start Month 1 through Year 2019 End Month: 12

Route: 0201X	Start Node: 27729 End Node: 27734	Start Offset: 0 End Offset: 0	<input type="checkbox"/> Exclude First Node <input type="checkbox"/> Exclude Last Node
Route: 1130054	Start Node: 28767 End Node: 26798	Start Offset: 0 End Offset: 0	<input checked="" type="checkbox"/> Exclude First Node <input checked="" type="checkbox"/> Exclude Last Node
Route: 1130018	Start Node: 26804 End Node: 26802	Start Offset: 0 End Offset: 0	<input checked="" type="checkbox"/> Exclude First Node <input type="checkbox"/> Exclude Last Node
Route: 1130014	Start Node: 24755 End Node: 27369	Start Offset: 0 End Offset: 0	<input type="checkbox"/> Exclude First Node <input type="checkbox"/> Exclude Last Node



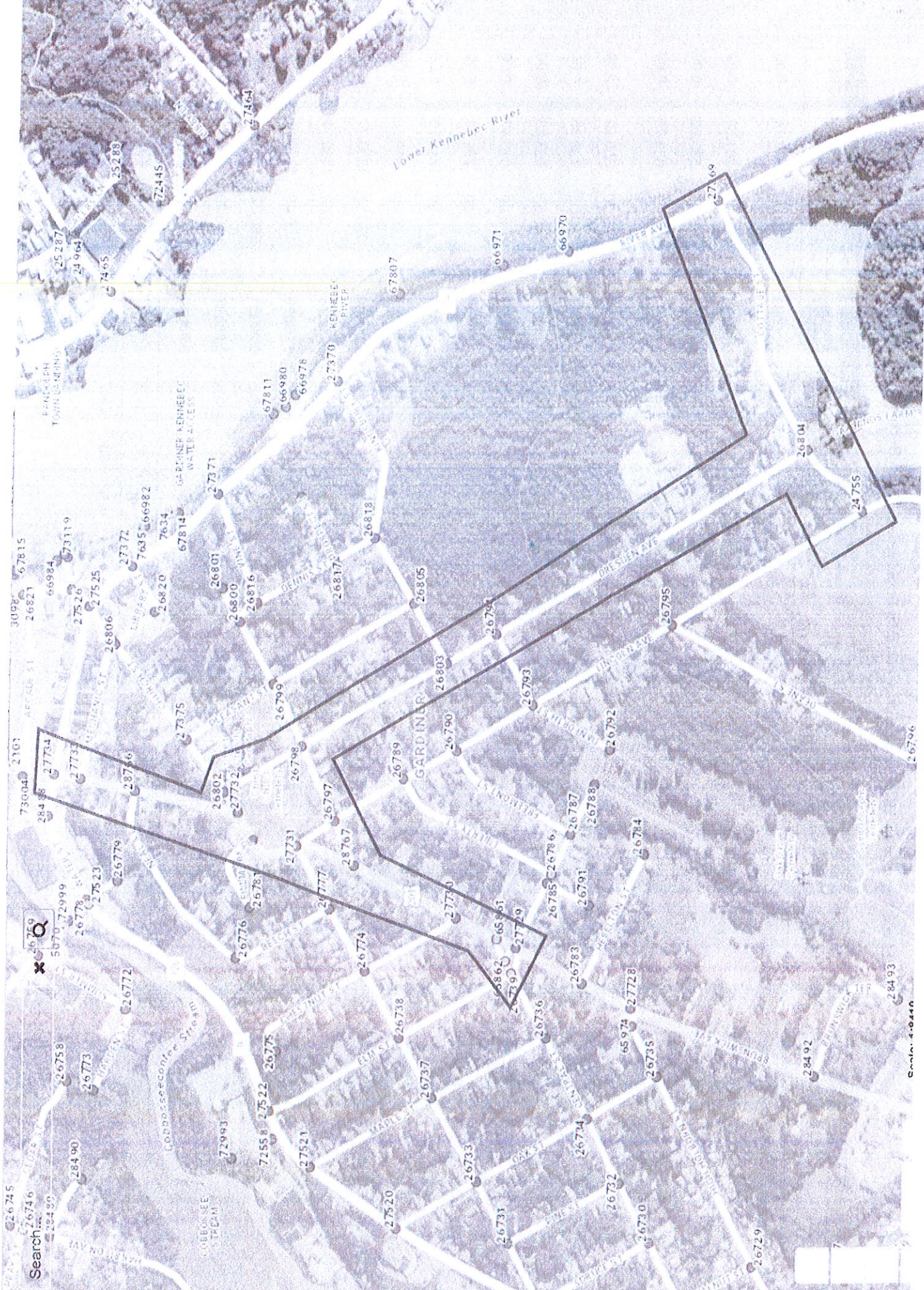
Maine Department Of Transportation - Traffic Engineering, Crash Records Section

Crash Summary I

Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes							Percent Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
					K	A	B	C	PD	Injury					
P27729	0201X - 24.52	Int of BRUNSWICK AV, CENTRAL ST, PLUMMER ST, RD INT	2	1	0	0	0	0	0	1	0.0	3.620	0.09	0.43	0.00
A65861	0201X - 24.54	Int of BRUNSWICK AV CENTRAL ST	2	0	0	0	0	0	0	0	0.0	0.000	0.00	0.00	0.00
27730	0201X - 24.58	Int of BRUNSWICK AV CHESTNUT ST	2	0	0	0	0	0	0	0	0.0	3.385	0.00	0.43	0.00
28767	0201X - 24.69	Int of BRUNSWICK AV SCHOOL ST	2	0	0	0	0	0	0	0	0.0	3.458	0.00	0.43	0.00
27731	0201X - 24.75	Int of BRUNSWICK AV LINCOLN AV WASHINGTON AV	2	1	0	0	0	0	1	0.0	3.697	0.09	0.09	0.42	0.00
26780	0201X - 24.80	Int of BRUNSWICK AV FILLMORE PL	2	0	0	0	0	0	0	0.0	3.705	0.00	0.00	0.42	0.00
27732	0201X - 24.83	Int of BRUNSWICK AV CHURCH ST	2	2	0	0	0	0	2	0.0	4.083	0.16	0.16	0.41	0.00
28766	0201X - 24.93	Int of BRUNSWICK AV NEAL ST	2	0	0	0	0	0	0	0.0	3.138	0.00	0.00	0.44	0.00
27733	0201X - 24.98	Int of BRUNSWICK AV MECHANIC ST	2	1	0	0	0	0	1	0.0	3.597	0.09	0.09	0.43	0.00
27734	0201X - 25.01	Int of BRIDGE ST BRUNSWICK AV WATER ST	9	15	0	0	0	3	12	20.0	5.293	0.94	0.94	1.28	0.00
26797	1130054 - 0.04	Int of LINCOLN AV SCHOOL ST	2	0	0	0	0	0	0	0.0	0.656	0.00	0.00	0.64	0.00
26794	1130018 - 0.33	Int of DANFORTH ST DRESDEN AV	2	0	0	0	0	0	0	0.0	0.308	0.00	0.00	0.69	0.00
26803	1130018 - 0.38	Int of DRESDEN AV KINGSBURY ST	2	0	0	0	0	0	0	0.0	0.388	0.00	0.00	0.69	0.00
26798	1130018 - 0.53	Int of DRESDEN AV SCHOOL ST	2	0	0	0	0	0	0	0.0	0.719	0.00	0.00	0.63	0.00
26802	1130018 - 0.61	Int of CHURCH ST, DRESDEN AV	2	0	0	0	0	0	0	0.0	1.507	0.00	0.00	0.51	0.00
24755	1130014 - 0	Int of COTTAGE ST LINCOLN AV	2	0	0	0	0	0	0	0.0	0.191	0.00	0.00	0.65	0.00
26804	1130014 - 0.08	Int of COTTAGE ST DRESDEN AV	2	0	0	0	0	0	0	0.0	0.199	0.00	0.00	0.66	0.00
27369	1130014 - 0.33	Int of COTTAGE ST RIVER AV	2	1	0	0	0	0	1	0.0	0.763	0.44	0.44	0.59	0.00
<b>Study Years: 3.00</b>				<b>NOTE TOTALS:</b>	21	0	0	0	3	18	14.3	38.707	0.18	0.35	0.51

# Crash Summary I

Start Node	End Node	Element	Offset Begin - End	Route - MP	Section U/R Length	Section J/R Length	Sections											Annual HMVM	Crash Rate	Critical Rate	CRF									
							Total Crashes	K	A	B	C	PD	Injury	Percent Injury	Crash Rate	Crash Rate	Crash Rate													
27729	65861	2845379	0 - 0.02	0201X - 24.52 US 201	0.02	2	0	0	0	0	0	0	0	0	0	0.00068	0.00	822.24	0.00											
Int of BRUNSWICK AV, CENTRAL ST, PLUMMER ST, RD INV 3208210																														
65861	27730	3139898	0 - 0.04	0201X - 24.54 US 201	0.04	2	1	0	1	0	0	0	0	0	100.0	0.00133	251.17	701.66	0.00											
Int of BRUNSWICK AV, CENTRAL ST																														
27730	28767	3118534	0 - 0.11	0201X - 24.58 US 201	0.11	2	0	0	0	0	0	0	0	0	0.00372	0.00	538.08	0.00												
Int of BRUNSWICK AV, CHESTNUT ST																														
27731	28767	3118919	0 - 0.06	0201X - 24.69 US 201	0.06	2	0	0	0	0	0	0	0	0	0.00197	0.00	633.75	0.00												
Int of BRUNSWICK AV, LINCOLN AV, WASHINGTON AV																														
26780	27731	3120855	0 - 0.05	0201X - 24.75 US 201	0.05	2	0	0	0	0	0	0	0	0	0.00179	0.00	650.23	0.00												
Int of BRUNSWICK AV, FILLMORE PL																														
26780	27732	3123369	0 - 0.03	0201X - 24.80 US 201	0.03	2	4	0	0	2	2	0	0	50.0	0.00114	1169.02	728.85	1.60												
Int of BRUNSWICK AV, FILLMORE PL																														
27732	28766	3118535	0 - 0.10	0201X - 24.83 US 201	0.10	2	1	0	0	0	1	0	0	0.00302	110.55	567.83	0.00													
Int of BRUNSWICK AV, CHURCH ST																														
27733	28766	3123633	0 - 0.05	0201X - 24.93 US 201	0.05	2	0	0	0	0	0	0	0	0.00159	0.00	670.43	0.00													
Int of BRUNSWICK AV, MECHANIC ST																														
27733	27734	3108599	0 - 0.03	0201X - 24.98 US 201	0.03	2	0	0	0	0	0	0	0	0.00099	0.00	754.70	0.00													
Int of BRUNSWICK AV, MECHANIC ST																														
26797	28767	204251	0 - 0.04	1130054 - 0 RD INV 11 30054	0.04	2	0	0	0	0	0	0	0	0.00010	0.00	1763.76	0.00													
Int of LINCOLN AV, SCHOOL ST																														
26797	26798	204249	0 - 0.07	1130054 - 0.04 RD INV 11 30054	0.07	2	0	0	0	0	0	0	0	0.00024	0.00	1669.36	0.00													
Int of LINCOLN AV, SCHOOL ST																														
26794	26804	204247	0 - 0.33	1130018 - 0 RD INV 11 30018	0.33	2	1	0	0	0	1	0	0	0.00089	376.52	1239.77	0.00													
Int of DANFORTH ST, DRESDEN AV																														
26794	26803	5083412	0 - 0.05	1130018 - 0.33 RD INV 11 30018	0.05	2	0	0	0	0	0	0	0	0.00016	0.00	1760.76	0.00													
Int of DANFORTH ST, DRESDEN AV																														
26798	26803	204254	0 - 0.15	1130018 - 0.38 RD INV 11 30018	0.15	2	0	0	0	0	0	0	0	0.00059	0.00	1374.48	0.00													
Int of DRESDEN AV, SCHOOL ST																														
26798	26802	204253	0 - 0.08	1130018 - 0.53 RD INV 11 30018	0.08	2	1	0	0	0	1	0	0	0.00034	980.72	1561.03	0.00													
Int of DRESDEN AV, SCHOOL ST																														
24755	26804	5083451	0 - 0.08	1130014 - 0 RD INV 11 30014	0.08	2	0	0	0	0	0	0	0	0.00007	0.00	1648.06	0.00													
Int of COTTAGE ST, LINCOLN AV																														
26804	27369	204263	0 - 0.25	1130014 - 0.08 RD INV 11 30014	0.25	2	0	0	0	0	0	0	0	0.00010	0.00	1771.52	0.00													
Int of COTTAGE ST, DRESDEN AV																														
<b>Study Years:</b> 3.00					<b>Section Totals:</b> 1.54															8	0	0	1	2	5	37.5	0.01871	142.55	407.91	0.35
					<b>Grand Totals:</b> 1.54															29	0	0	1	5	23	20.7	0.01871	516.75	550.81	0.94

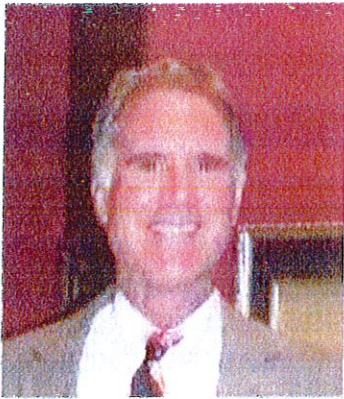


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Scale: 1:2440

## Appendix F - Team Experience



Paul Boghossian III is the immediate past Chairman of Coventry, RI-based Concordia Manufacturing, LLC which, under his leadership, made notable advances in the research, development and manufacture of technical yarns, fibers, fabrics and composites for advanced end uses. The firm designs and produces custom yarn, fiber and fabric constructions for use in aerospace, sporting goods, anti counterfeiting and biomedical fibrous and fabric structures. Concordia's latest and most exciting development is engineered implantable biofelts for knee ligament and other body tissue repair as well as carbon fiber composite materials for aviation and other uses.

The Concordia website is [www.concordiafibers.com](http://www.concordiafibers.com)

He also founded the Manufacturers Comp Group of Rhode Island (MCGRI) a successful self insurance group that saved member companies millions of dollars in workers compensation premiums. MCGRI became a part of Beacon Mutual Insurance in 1999. Mr. Boghossian is the immediate past Chairman of that group.

On the development front, Paul Boghossian has led numerous rehab projects with the common theme of creative reuse of older buildings. These include:

Waterville ME: \$35 MM Adaptive use mixed use and loft space development of the former Hathaway Shirt factory that has won accolades and numerous awards and spurred other redevelopment downtown. Now complete and fully occupied.

Portland, ME: Restoration and sale of three commercial buildings near the Public Market, The Wadsworth – 28-34 Preble Street, The Earl – 341 Cumberland Ave, and The Monticello. In excess of 100 apartments and 12 commercial spaces were redeveloped.

Coventry, RI: Purchase and repositioning of the 180,000 sf Anthony Mill and securing approvals for apartment rehab. Now complete and fully occupied.

Wickford, RI: 7 Main Street. Rehab and redeployment of a 150 year old harborfront commercial building with increased public access to the waterfront.

Jamestown, RI: 1076 East Shore Road. Interpretive conversion/restoration of four poorly planned condominium units contained in a landmark Jamestown Inn into a single family residence.

Newport, RI: 73 and 75 Washington Street. An historic restoration of two adjoining houses in Newport's "Point" waterfront district. This project won several awards.

Current rehab projects all have the common theme of creative reuse of older buildings within walking distance of a commercial center.

Most notable is the Hathaway Center in Waterville, Maine, a 450,000 square foot mixed use and loft space development, the first 230,000 square feet of which is complete. More than 600 people now live and work in the complex with many times that number visiting daily.

The Hathaway website is [www.hathawaycreativecenter.com](http://www.hathawaycreativecenter.com)

Here is a link to a recent television clip on the project:

<https://www.newscentermaine.com/video/news/mill-repurposed-as-hathaway-creative-center/97-280dfcc1-a086-417a-8b96-bc0c0d5ba293>

For references on this transformative project:

Mike Roy, City Manager 207-680-4203

Kim Lindlof, President Mid Maine Chamber 207-873-3315

Also underway is Wickford Schoolhouse at Academy Cove in the village of Wickford, RI and Gehring Green, a project in downtown Bethel, ME both of which combine the practices of historic adaptive reuse, smart growth and green building.

Mr. Boghossian was honored in 2014 with Maine's highest award for historic preservation by the Maine Historic Preservation Commission. He also was recently named to the Preservation Advisory Committee of the Maine State Legislature.

A 1976 graduate of Colby College, Mr. Boghossian also holds an MBA from the University of Rhode Island, graduating with distinction. He sits on the board of numerous companies and organizations including several schools, multiple children's charities as well as business and civic groups. He is a member of the Rhode Island Commodores and the World President's Organization (WPO). Mr. Boghossian and is a frequent and much sought after guest lecturer at colleges and universities throughout New England.

## Appendix G - Financing References

- Bank References

Chris Sotir  
Senior Vice President  
Bank of America  
RI1-537-09-02  
One Financial Plaza  
Providence, RI 02903  
Tel: 401.278.8070  
Direct: 401-256-4502  
email: [christopher.n.sotir@bankofamerica.com](mailto:christopher.n.sotir@bankofamerica.com)

Rogean Makowski  
Webster Bank  
50 Kennedy Plaza, Ste. 1110  
Providence, RI 02903 ·  
Office: (401) 228-2044  
Cell: (401) 465-3699  
email: [rbmakowski@websterbank.com](mailto:rbmakowski@websterbank.com)

- Financing Letter from Delamater Farris



**DelamaterFarris**

Business solutions tailored to each individual owner's needs

January 8, 2021

Letter of Reference

Re: Paul Boghossian

To Whom It May Concern,

My company has assisted Paul in his efforts to secure financing for projects similar to the one he is proposing in Gardiner and, as a result, I can attest to his professionalism and overall ability to perform relative to overall goals and objectives. It is my opinion that, when the time is ready for Paul to submit a formal application for financing, there will be any number of banks anxious to be of assistance.

My history with Paul has demonstrated that he is ever mindful of the needs of the community and his tenants and capable of providing all appropriate resources.

Sincerely,



Jim Delamater

President

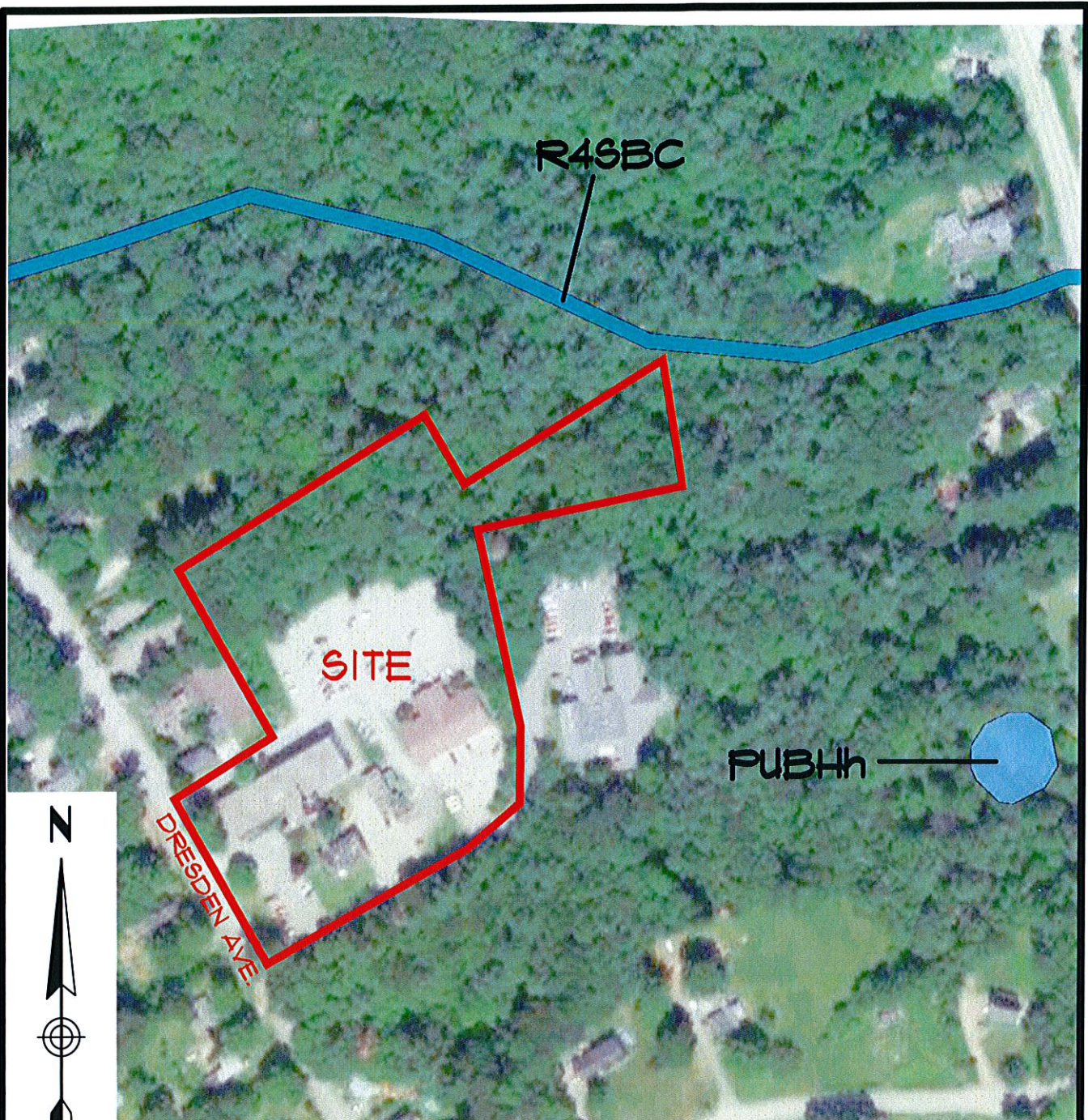
Delamater Financial Consulting Group

207-393-0008

## Appendix H - Maps

- Existing Site Plan conditions map showing property boundaries, existing structures and existing improvements. Zoning currently is HDR.
- Proposed Site Plan
- Topological Survey updated 12-24-20
- Survey updated 12-24-20
- Gardiner Tax Map 32 showing general locus of the property
- Wetlands Map



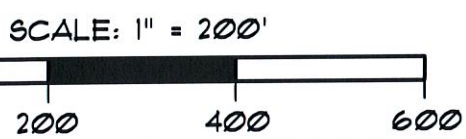


**PLAN REFERENCE**  
 NATIONAL WETLAND INVENTORY MAPPING WEBSITE

**LEGEND**

**PUBHh** PALUSTRINE UNCONSOLIDATED BOTTOM  
 PERMANENTLY FLOODED, IMPOUNDED

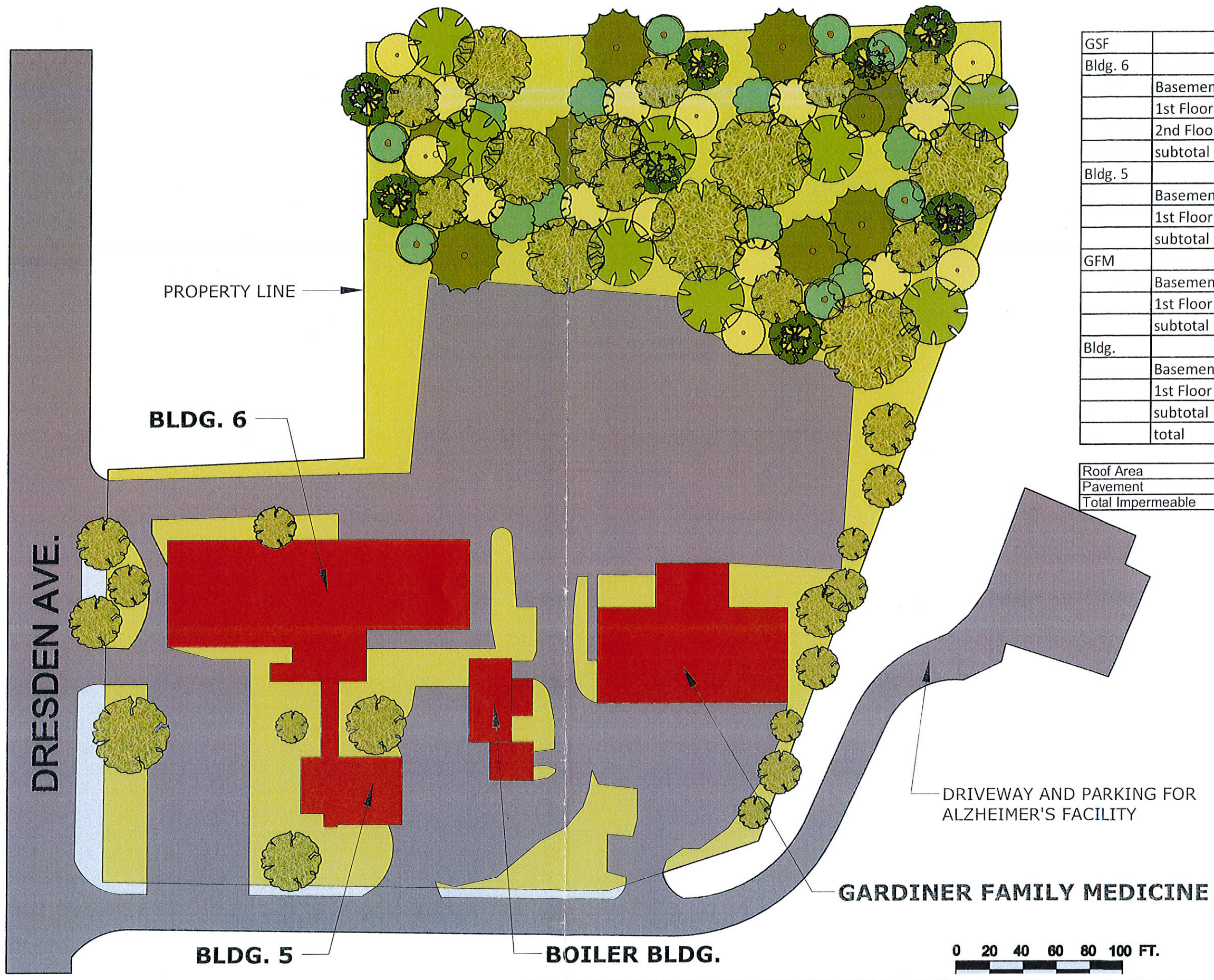
**R4SBC** RIVERINE INTERMITTENT STREAMBED  
 SEASONALLY FLOODED



**NATIONAL WETLAND INVENTORY MAP**  
**GARDINER GREEN**  
 150 DRESDEN AVENUE - GARDINER, MAINE  
 PREPARED FOR  
**HATHAWAY HOLDINGS, LLC**

**PLANIT MAPPING**  
 488 MAIN STREET - LEWISTON, MAINE  
 Email: [planitmapping@yahoo.com](mailto:planitmapping@yahoo.com)

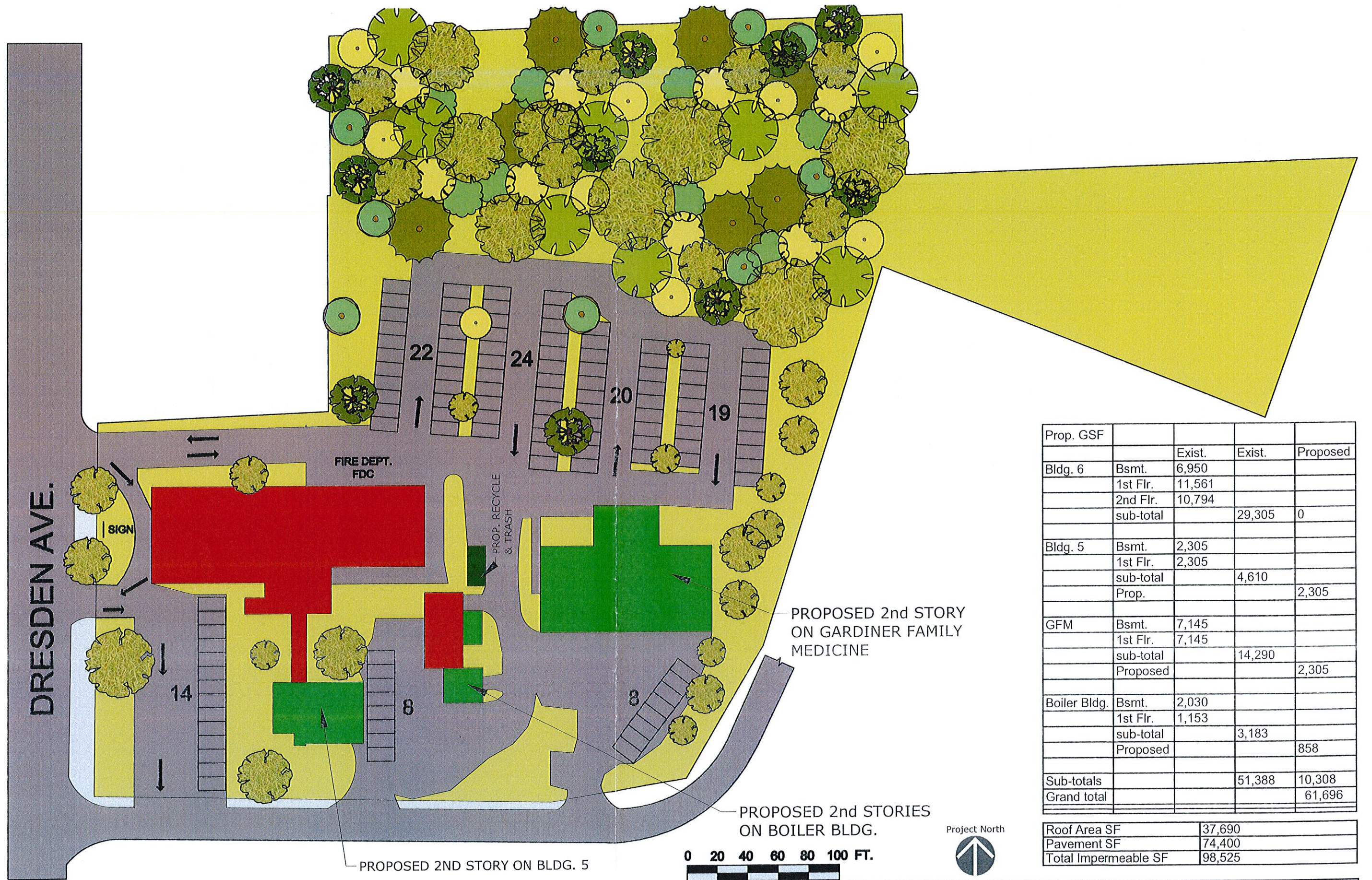
JOB: 20-17      DATE: 12-19-2020      DRAWN BY: KRF



GSF			
Bldg. 6			
	Basement	6,950	
	1st Floor	11,561	
	2nd Floor	10,794	
	subtotal		29,305
Bldg. 5			
	Basement	2,305	
	1st Floor	2,305	
	subtotal		4,610
GFM			
	Basement	7,145	
	1st Floor	7,145	
	subtotal		14,290
Bldg.			
	Basement	2,030	
	1st Floor	1,153	
	subtotal		3,183
	total		51,388

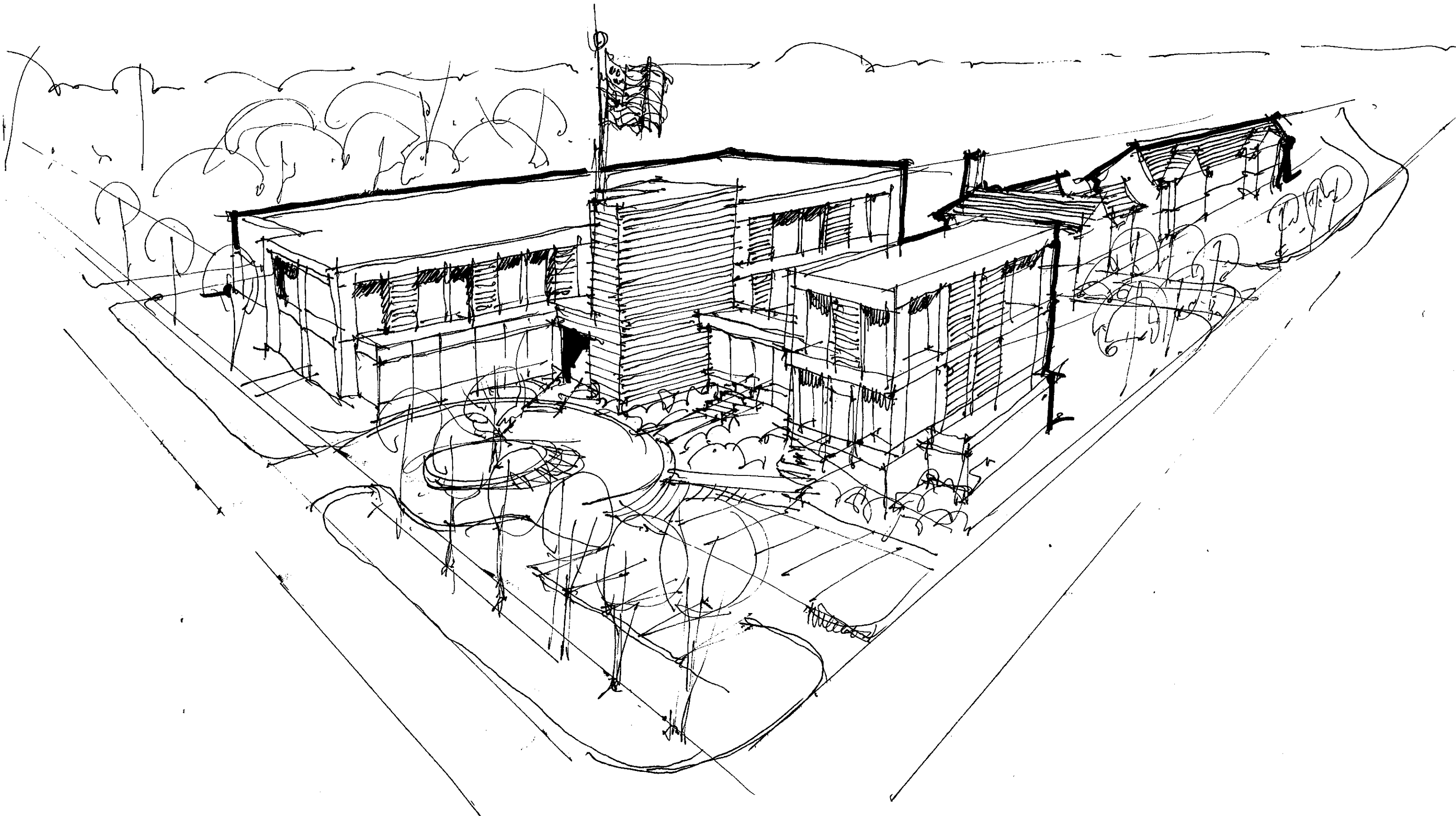
Roof Area	37,690
Pavement	74,400
Total Impermeable	98,525





Prop. GSF		Exist.	Exist.	Proposed
Bldg. 6	Bsmt.	6,950		
	1st Flr.	11,561		
	2nd Flr.	10,794		
	sub-total		29,305	0
Bldg. 5	Bsmt.	2,305		
	1st Flr.	2,305		
	sub-total		4,610	
	Prop.			2,305
GFM	Bsmt.	7,145		
	1st Flr.	7,145		
	sub-total		14,290	
	Proposed			2,305
Boiler Bldg.	Bsmt.	2,030		
	1st Flr.	1,153		
	sub-total		3,183	
	Proposed			858
Sub-totals			51,388	10,308
Grand total				61,696

Roof Area SF	37,690
Pavement SF	74,400
Total Impermeable SF	98,525



CONCEPT RENDERING

2.8.2021  
**GARDINER GREEN**  
DRESDEN AVENUE, GARDINER, ME

ADDITIONAL PARKING

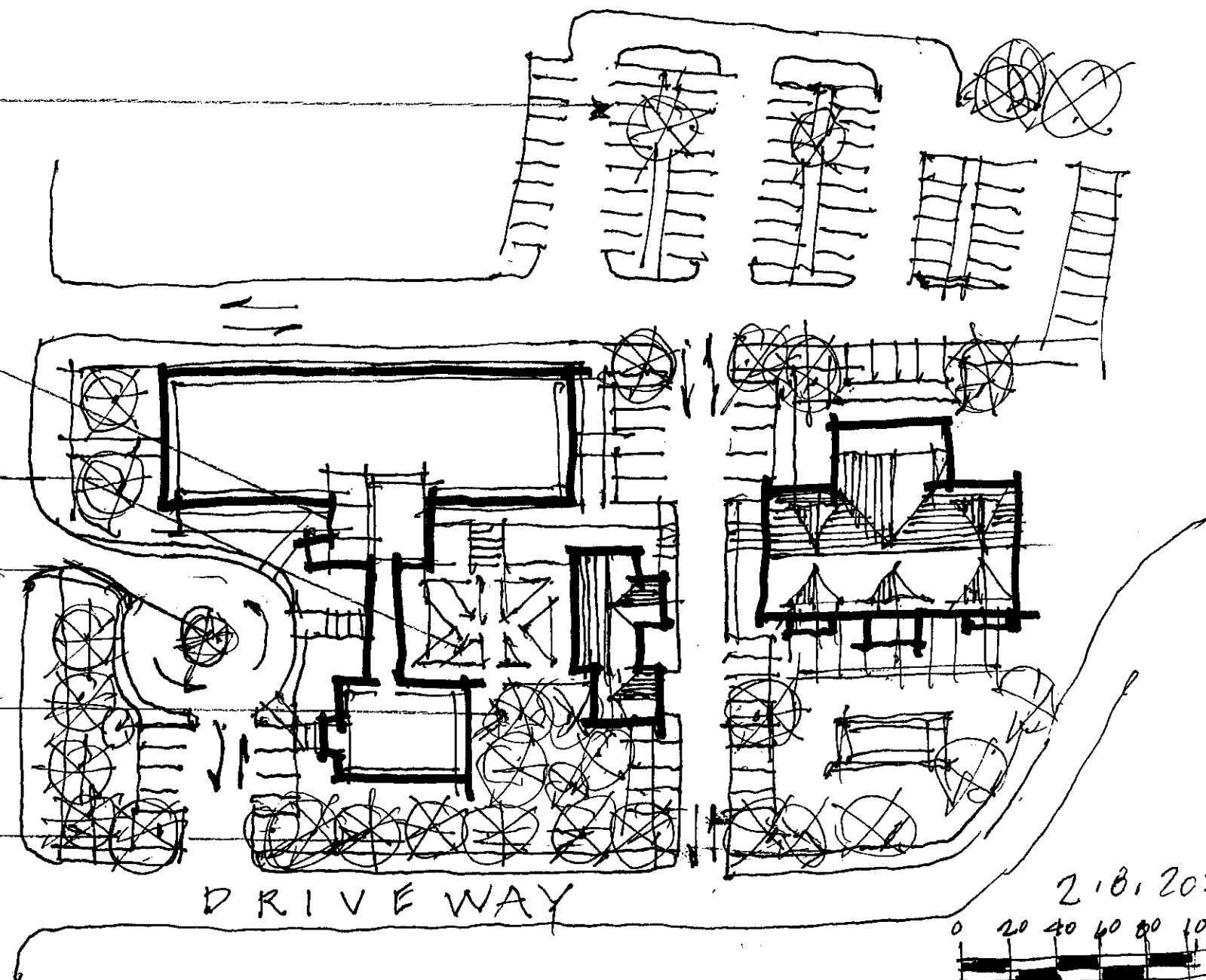
NEW ENTRANCE

NEW ENGLISH GARDEN

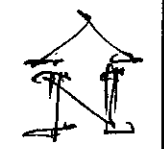
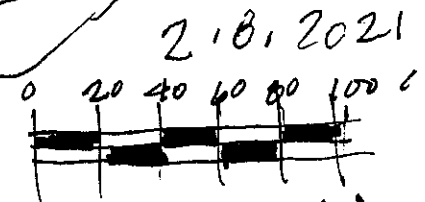
NEW DROP-OFF

REMOVE IMPERVIOUS PAVEMENT

ADD LANDSCAPING



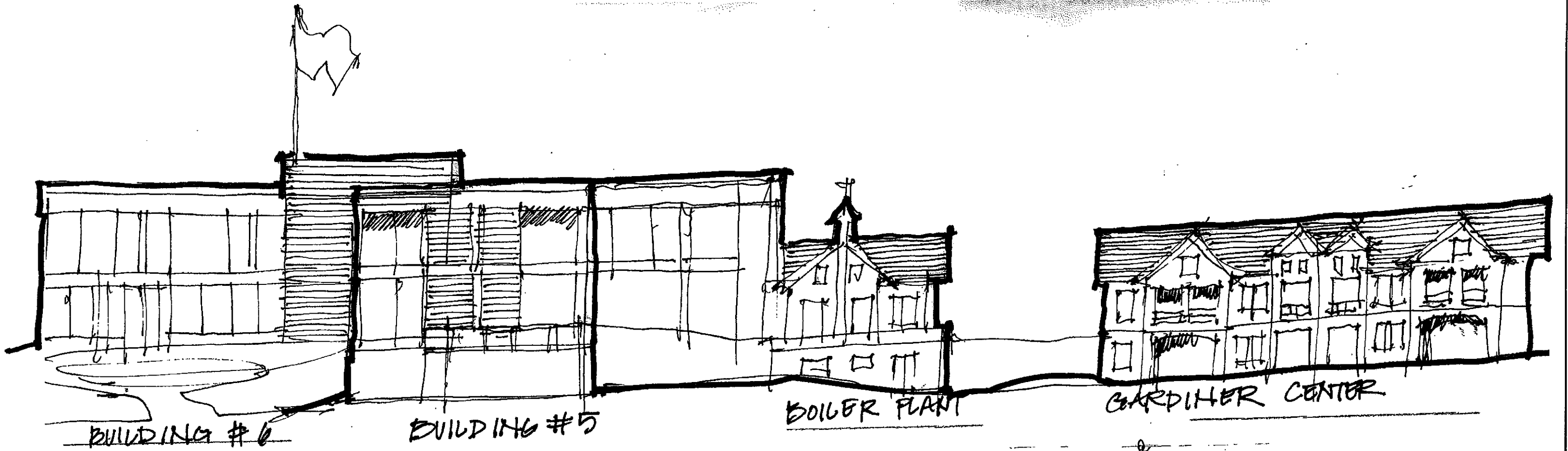
DRIVEWAY



CONCEPT SITE PLAN

GARDINER GREEN

DRESDEN AVENUE, GARDINER, ME



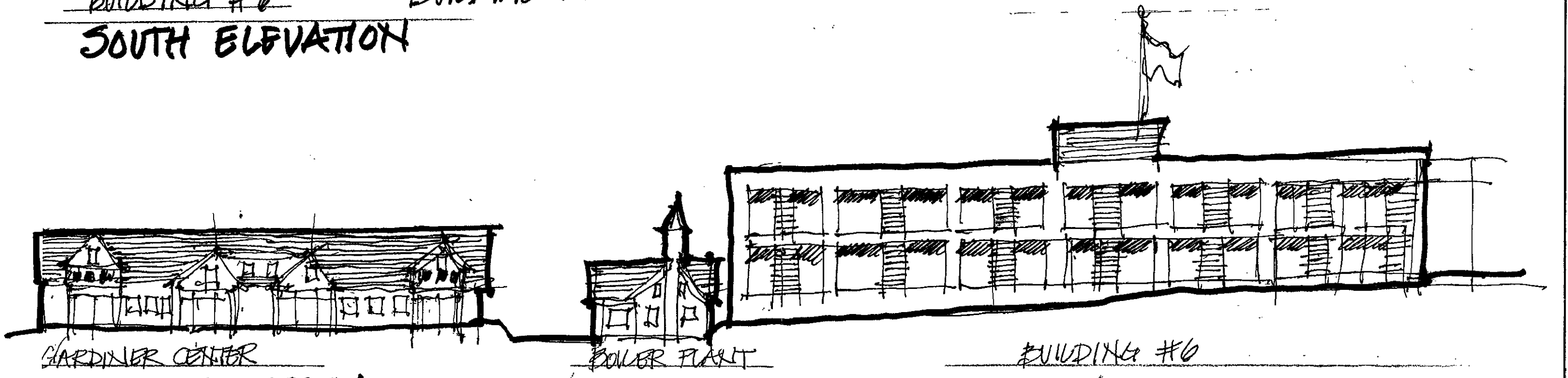
BUILDING #6

BUILDING #5

BOILER PLANT

GARDINER CENTER

SOUTH ELEVATION

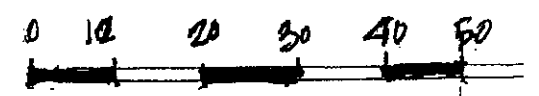


GARDINER CENTER

BOILER PLANT

BUILDING #6

NORTH ELEVATION

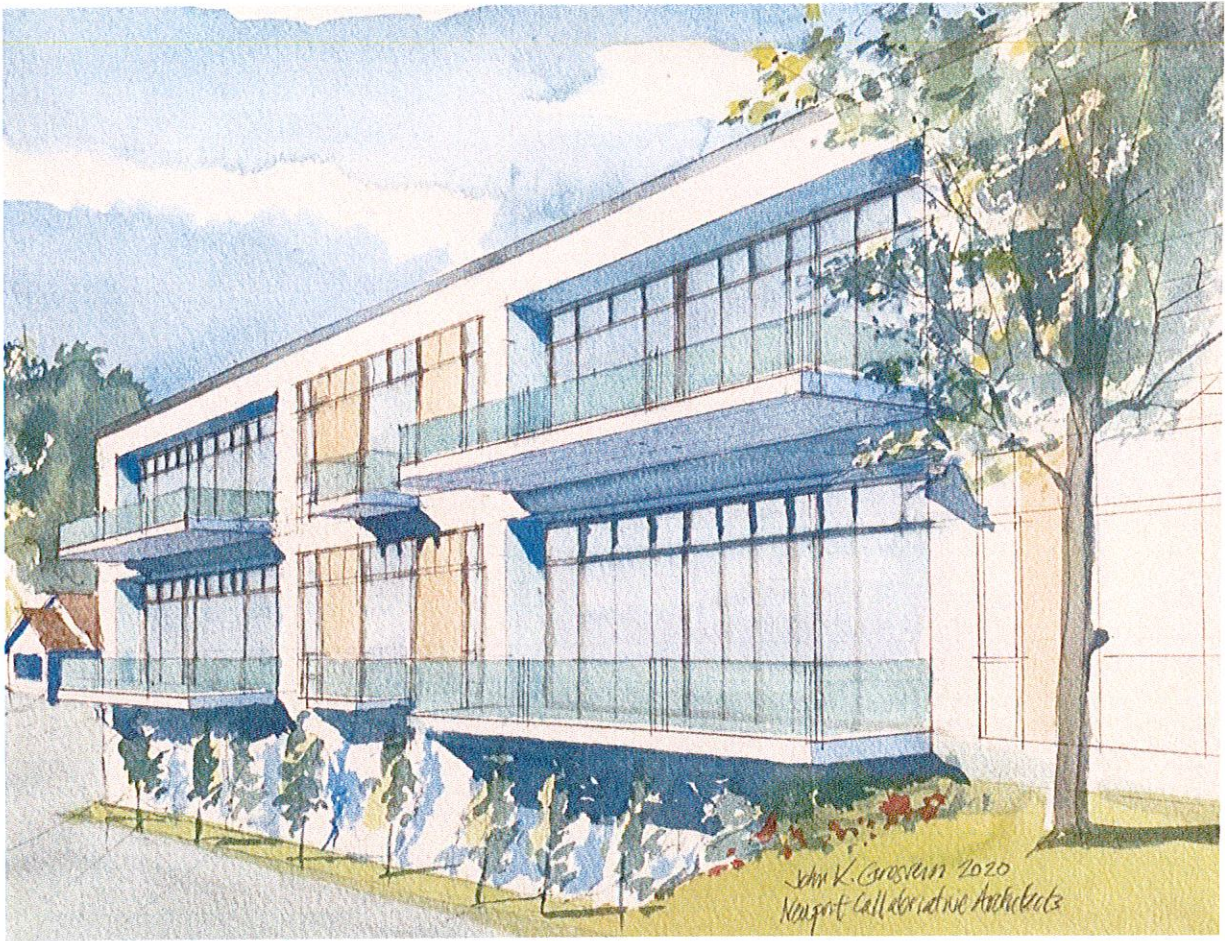


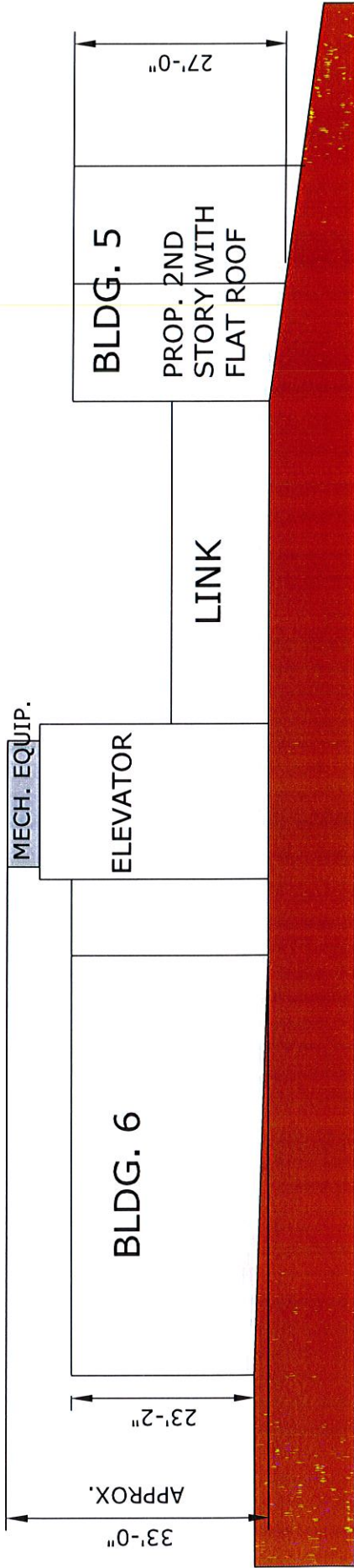
2.8.2021

ELEVATIONS (PROPOSED)

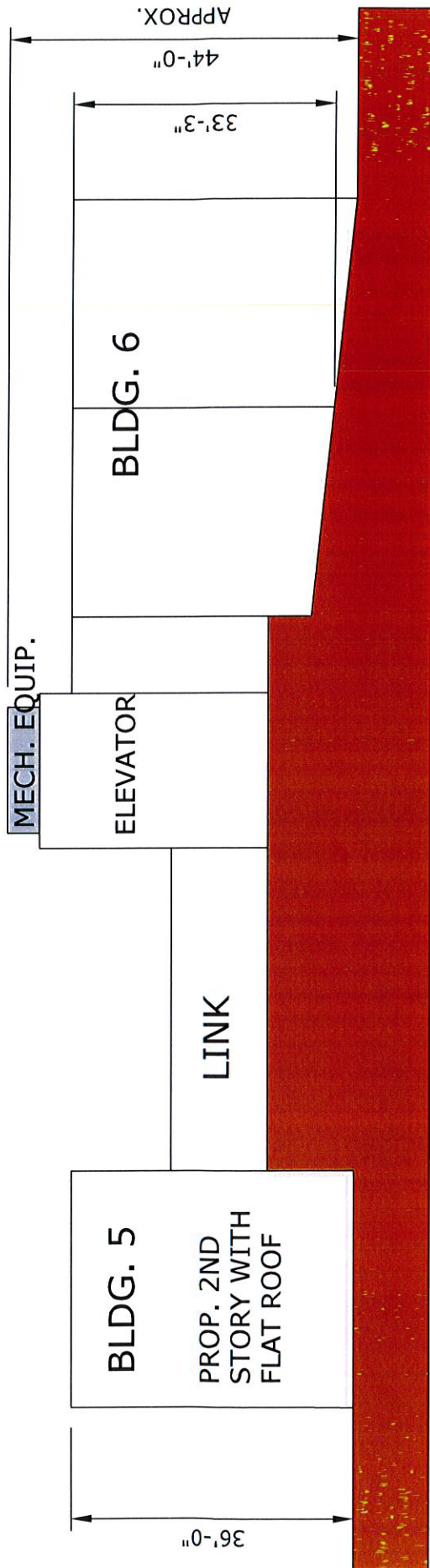
GARDINER GREEN  
DRESDEN AVENUE · GARDINER, ME

Appendix I - New Rendering Building 6 Elevation



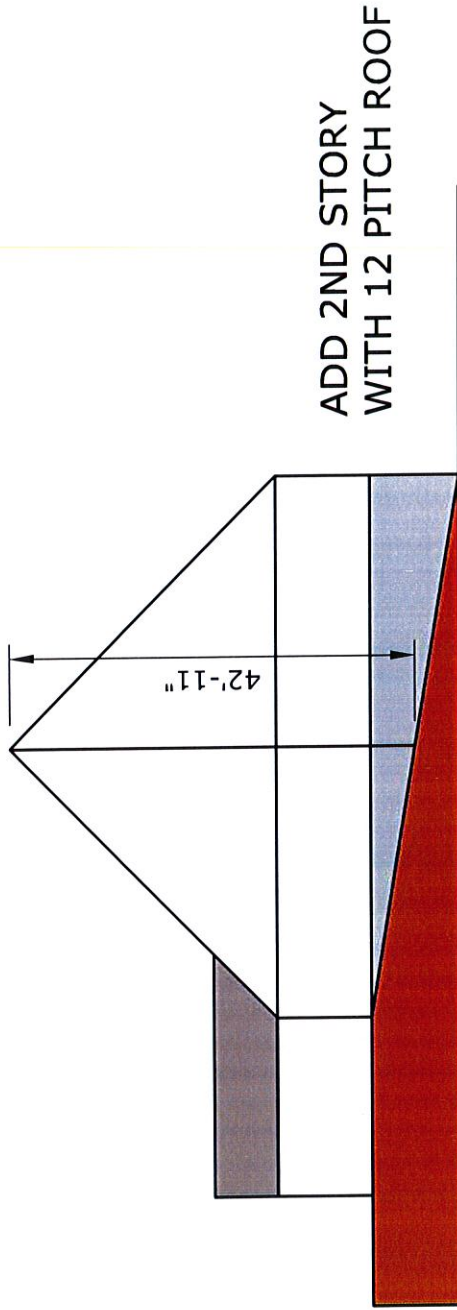


**VIEW FROM WEST**



**VIEW FROM EAST**





**GFM BLDG.**



- Appendix J - Stormwater Plan

432 Cony Road  
P.O. Box 4687  
Augusta, ME 04330



(207) 623-9475  
Fax (207) 623-0016  
1-800-244-9475

January 5<sup>th</sup>, 2021

Kris McNeill  
Code Enforcement Officer  
City of Gardiner  
6 Church Street  
Gardiner, Maine 04345

Subject: Hathaway Holdings, LLC.  
150 Dresden Avenue  
Stormwater Report

Dear Kris,

We have been retained by Paul Boghossian of Hathaway Holdings, LLC, who is purchasing the (now 5.43 acre) parcel from MaineGeneral shown on the attached Boundary Survey. Paul is proposing to convert the buildings on this parcel into 34 apartment units and 17 for-sale housing units and is not proposing any increase in impervious area on this parcel.

Stormwater is addressed in Section 9 (Environmental Performance Standards) in the City's Land Use Ordinance. Since this project will be considered a subdivision we must comply with Section 9.10.2 (Additional Standards) and these three applicable sections:

*9.10.2.1 A storm water control plan shall be designed by a professional engineer. All storm water features shall be designed in conformance with Stormwater Management for Maine: Best Management Practices" Manual, Volumes 1 and 3, published by the Maine Department of Environmental Protection, January, 2006. A storm water control plan that is developed according to the requirements of the Department of Environmental Protection Regulations, Chapter 500, Stormwater Management and Chapter 502 Direct Watersheds of Waterbodies Most at Risk from New Development, shall be deemed to be a suitable equivalent to these standards with the approval of the Code Enforcement Officer.*

**Stormwater structures and pipes are all in place and are depicted on the subdivision plan, which is included with the planning board submission. There is a section of pavement that has failed, which is located in the northeast corner of the parking lot above the building currently called the GFM building (shown on the mentioned subdivision plan as a proposed 11 unit building). The pavement in this area has been undercut by runoff and there is an erosion issue that needs to be addressed. This situation could be alleviated by installing a catch basin in the corner of the parking lot and having the outlet pipe discharge into a plunge pool and then into the ditch below. This ditch has recently been armored with riprap and stone check dams.**

*Professionals Delivering Quality Solutions*

*9.10.2.2 All components of the storm water management system shall be designed to limit peak discharge to predevelopment levels for every storm between the 2-year and 25-year, 24-hour duration frequencies based on rainfall data for Augusta, Maine.*


**Since there will not be any new impervious area this section is not applicable as the pre- and post-development flows will be the same.**

*9.10.2.3 The storm water system shall be designed to accommodate upstream drainage, taking into account existing conditions and approved or planned developments not yet built and shall include a surplus design capacity factor of 25% for potential increases in upstream runoff.*

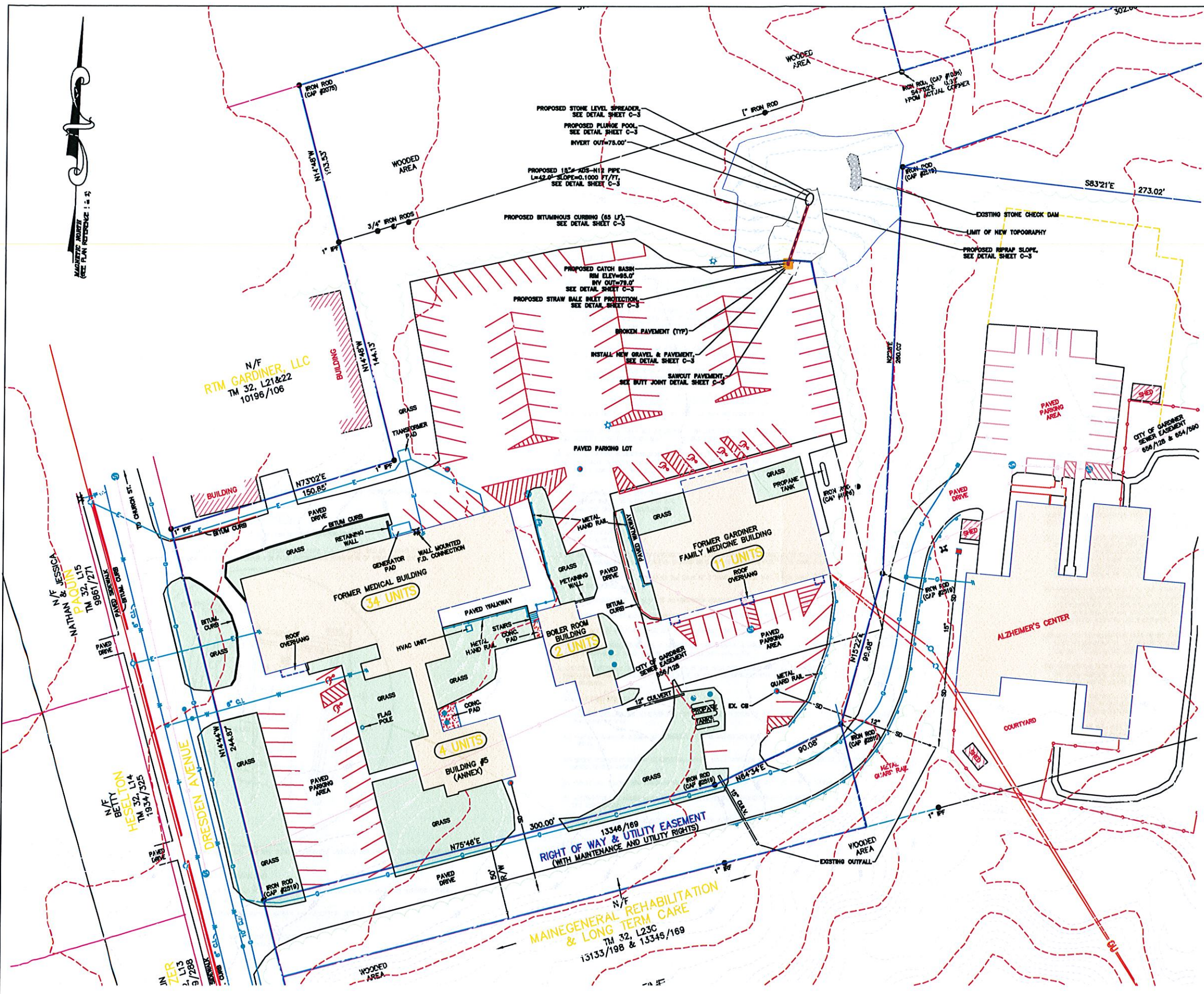
**The parcel is situated such that there is ditching along the north side and the site falls off along the south side to another ditch/stream. The drainage on site flows in a west-east direction and all ends up in a stream along the east side of the parcel that eventually flows to the Kennebec River. There would be no reason to upsize any on-site drainage structures because they are currently handling all of the drainage that they ever could because of the site topography.**

We do not believe that any additional stormwater measures are needed, other than what is mentioned above. If you have any questions about any of this information, please let me know. Can you please give me a call in the next couple of days to make sure this plan meets with your approval?

Sincerely,

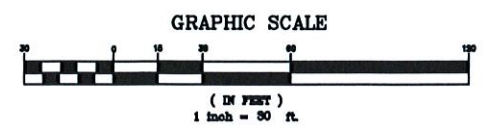


James E. Coffin, P.E.



**LEGEND**

- IRON ROD FOUND
- IRON PIPE FOUND
- DRILL HOLE IN LEDGE
- GRANITE MONUMENT FOUND
- 5/8" REBAR PROPOSED
- 4"x4" GRANITE MONUMENT PROPOSED
- UTILITY POLE
- GUY ANCHOR
- OVERHEAD UTILITY LINE
- BELOW GROUND ELECTRIC
- LIGHT
- HYDRANT
- WATER VALVE
- WELL
- MONITORING WELL
- UNDERGROUND WATER LINE
- SIGN
- EXISTING CONTOUR
- PROPOSED CONTOUR
- SURVEYED LINE
- STOCKADE FENCE
- WIRE FENCE
- GUARDRAIL
- STONE WALL
- CATCH BASIN
- STORM PIPE
- SANITARY MANHOLE
- SANITARY PUMP STATION
- SANITARY LINE
- SETBACK
- FLAG
- TEST PIT
- CONIFEROUS TREE
- DECIDUOUS TREE
- VEGETATION
- APPROXIMATE WETLANDS



**ES COFFIN**  
ENGINEERING  
SURVEYING  
O 2014

ES COFFIN ENGINEERING & SURVEYING, INC.  
432 Camp Road P.O. Box 6687 Augusta, Maine 04330  
Ph: (207) 623-9475 Fax: (207) 623-0016 Toll Free: 1-800-244-9475

NO.	REVISIONS	DATE

SHEET TITLE: **STORMWATER CONTROL PLAN**

SCALE: 1 INCH=50 FEET

DATE: JANUARY 25, 2021

DRAWN BY: TCH  
CHECKED BY: JEC

CLIENT/PROJECT: **HATHAWAY HOLDINGS, LLC. PAUL BOGOSSIAN**

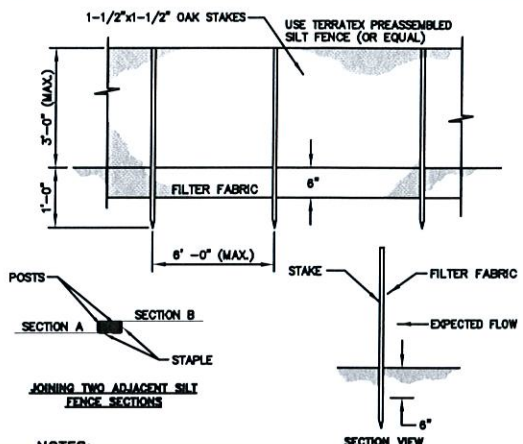
LOCATION: 150 DRESDEN AVENUE

TOWN: GARDINER COUNTY: KENNEBEC STATE: MAINE

PROJ. NO. 2020-174

**C-1**





**NOTES:**  
 SILT FENCE AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.  
 SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL IS NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.  
 SEDIMENT DEPOSITS SHALL BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.  
 THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC. SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.

**SILT FENCE DETAIL**  
 NOT TO SCALE

**GENERAL NOTES**

**1. AGGREGATE FOR GRAVEL BASE**  
 AGGREGATE FOR GRAVEL BASE SHALL BE SCREENED OR CRUSHED GRAVEL OF HARD DURABLE PARTICLES FREE FROM VEGETABLE MATTER, LUMPS OR BALLS OF CLAY AND OTHER DELETERIOUS SUBSTANCES. THE GRADATION OF THE PART THAT PASSES A 3 INCH SIEVE SHALL MEET THE GRADING REQUIREMENTS OF THE FOLLOWING TABLE:

SIEVE DESIGNATION	PERCENTAGE BY WEIGHT PASSING SQUARE MESH SIEVES		
	TYPE "A" AGGREGATE	TYPE "D" AGGREGATE	STRUCTURAL FILL
2" / 3" / 4"	100 (2")	100 (3")	100 (4")
1/2 INCH	45-70	35-60	90-100
1/4 INCH	30-55	25-65	25-90
No. 40	0-20	0-30	0-30
No. 200	0-8	0-7	0-5

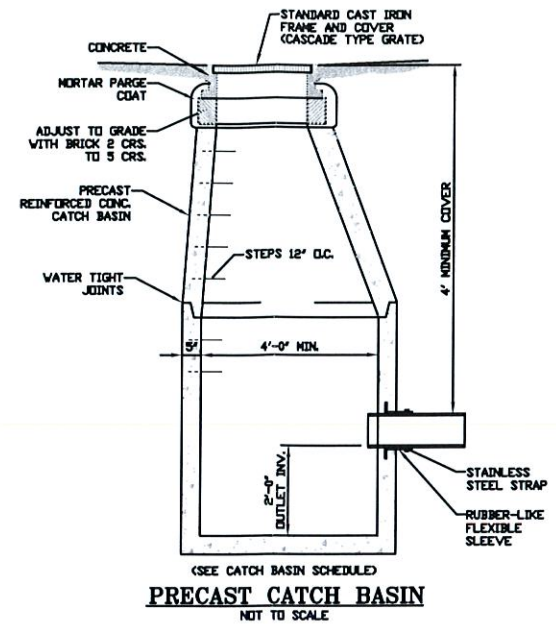
TYPE "A" AGGREGATE SHALL NOT CONTAIN PARTICLES WHICH WILL NOT PASS THE 2 INCH SQUARE MESH SIEVE.  
 TYPE "D" AGGREGATE SHALL NOT CONTAIN PARTICLES WHICH WILL NOT PASS THE 8 INCH SQUARE MESH SIEVE.  
 EACH LAYER AS APPLIED SHALL BE ROLLED WITH A 20 TON ROLLER. THE MATERIAL SHALL BE WELL MIXED WITH NO POCKETS OF EITHER FINE OR COARSE MATERIAL. OVER SIZED STONES SHALL BE REMOVED FROM THE AGGREGATE.  
 EACH LAYER OF AGGREGATE SHALL BE PLACED OVER THE FULL WIDTH OF THE SECTION. AGGREGATE BASE AND SUB-BASE COURSES MAY BE PLACED UPON FROZEN SURFACES WHEN SUCH SURFACES HAVE BEEN PROPERLY CONSTRUCTED.  
 THE SURFACE OF EACH LAYER SHALL BE MAINTAINED DURING COMPACTION OPERATIONS IN SUCH A MANNER THAT A UNIFORM TEXTURE IS PRODUCED AND THE AGGREGATE IS FIRMLY KEPT. THE MOISTURE CONTENT OF THE MATERIAL SHALL BE MAINTAINED AT THE PROPER PERCENT TO ATTAIN THE REQUIRED COMPACTION AND STABILITY. COMPACTION OF EACH LAYER SHALL BE CONTINUED UNTIL DENSITY OF NOT LESS THAN 85 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557 "MODIFIED PROCTOR DENSITY" HAS BEEN ACHIEVED FOR THE FULL WIDTH AND DEPTH OF EACH LAYER AS APPLIED.  
 THE SURFACE TOLERANCE OF EACH BASE COURSE AS APPLIED SHALL BE 3/8 INCHES ABOVE OR BELOW THE REQUIRED TEMPLATE LINES.

**2. AGGREGATE FOR SUB-BASE**

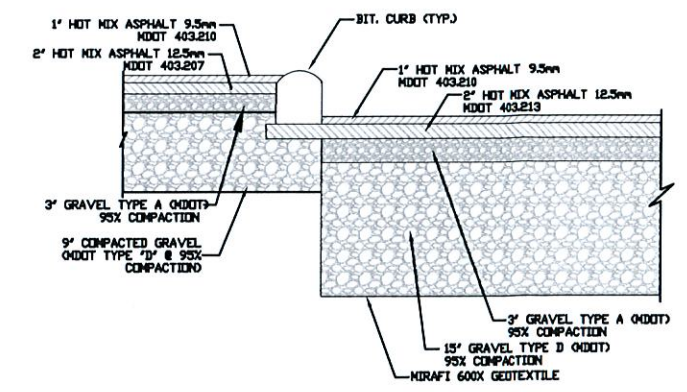
AGGREGATE FOR SUB-BASE SHALL BE TYPE "D" (MDOT). IT SHALL BE FREE FROM VEGETABLE MATTER, LUMPS OR BALLS OF CLAY AND OTHER DELETERIOUS SUBSTANCES.

**3. COMMON BORROW**

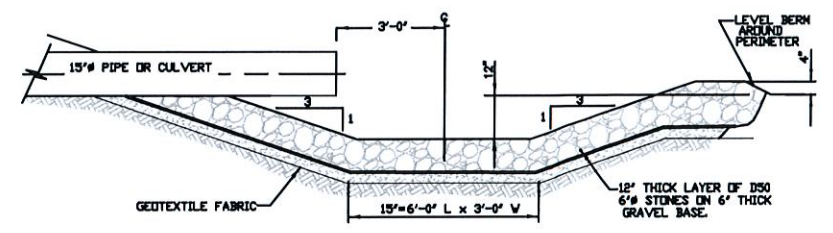
COMMON BORROW SHALL CONSIST OF EARTH, SUITABLE FOR EMBANKMENT CONSTRUCTION. IT SHALL BE FREE FROM FROZEN MATERIAL, PERISHABLE RUBBISH, PEAT AND OTHER UNSUITABLE MATERIAL. THE MOISTURE CONTENT SHALL BE SUFFICIENT TO PROVIDE THE REQUIRED COMPACTION AND STABLE EMBANKMENT. IN NO CASE SHALL THE MOISTURE CONTENT EXCEED 4 PERCENT ABOVE OPTIMUM. ALL COMMON BORROW AND GRAVEL AREAS TO BE COMPACTED TO 95% OF ITS MAX. DRY DENSITY AS DETERMINED BY ASTM D-1557 "MODIFIED PROCTOR DENSITY". PLACE IN 8" TO 12" LIFTS.



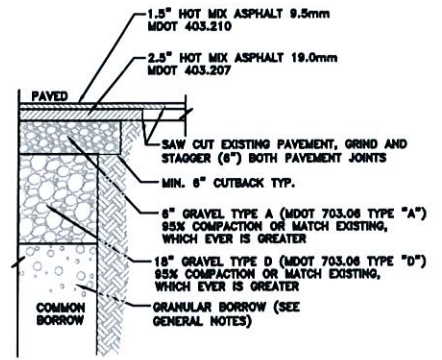
**PRECAST CATCH BASIN**  
 NOT TO SCALE



**PAVED SIDEWALK & PAVED CURB DETAIL**  
 NOT TO SCALE

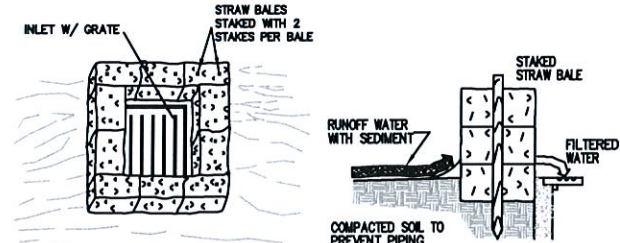


**PLUNGE POOL SECTION**  
 NOT TO SCALE

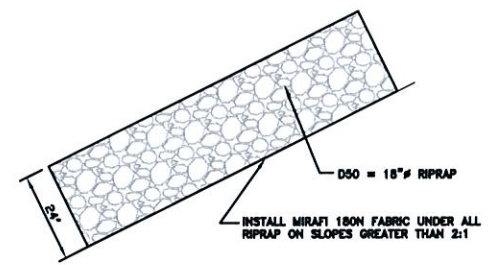


**BUTT JOINT DETAIL**  
 NOT TO SCALE

**STRAW BALE INLET NOTE**  
 CONSTRUCTION SPECIFICATIONS  
 1. STRAW BALE INLET STRUCTURE  
 A: BALES SHALL BE EITHER WIRE-BOUND OR STRING-TIED WITH BINDINGS ORIENTED AROUND THE SIDE RATHER THAN OVER AND UNDER THE BALES.  
 B: BALES SHALL BE PLACED LENGTHWISE IN A SINGLE ROW SURROUNDING THE INLET, WITH THE ENDS OF ADJACENT BALES PRESSED TOGETHER.  
 C: THE FILTER BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED AROUND THE INLET THE WIDTH OF A BALE TO A MINIMUM DEPTH OF 4 INCHES. AFTER THE BALES ARE STAKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER.  
 D: EACH BALE SHALL BE SECURELY ANCHORED AND HELD IN PLACE BY AT LEAST TWO STAKES OR REBAR DRIVEN THROUGH THE BALE.  
 E: LOOSE STRAW SHALL BE WEDGED BETWEEN BALES TO PREVENT WATER FROM ENTERING BETWEEN BALES.

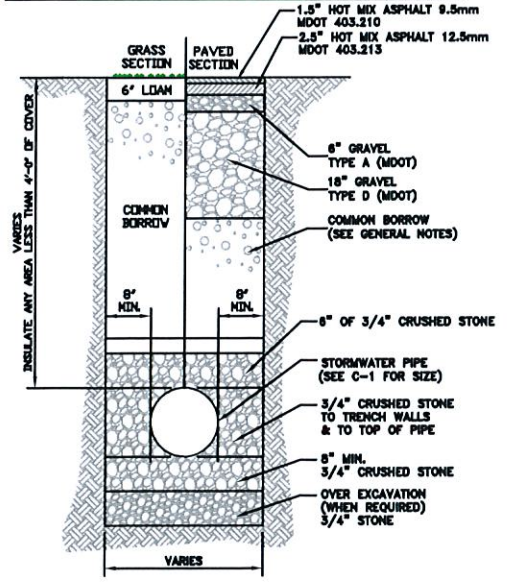


**STRAW BALE INLET PROTECTION**  
 NOT TO SCALE

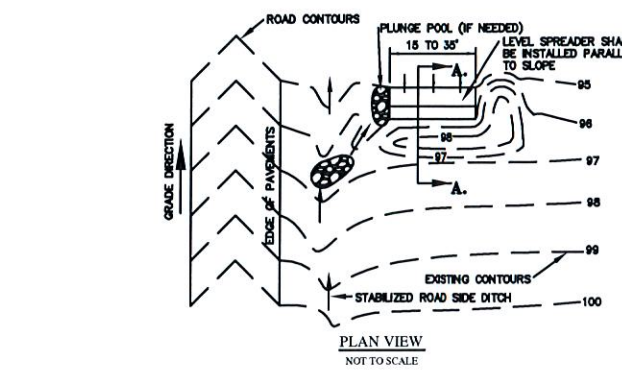


**RIPRAP SLOPE DETAIL**  
 NOT TO SCALE

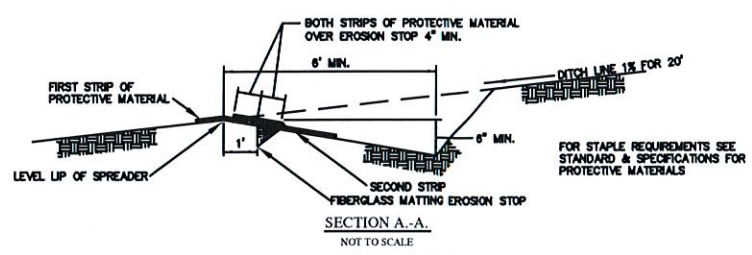
**TRENCH NOTES:**  
 1. CONTRACTOR SHALL COMPLY WITH OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION REGULATIONS PERTAINING TO THE EXCAVATION OF ALL TRENCHES. CONTRACTOR SHALL ALLOW FOR PAYMENT OF ADDITIONAL EXCAVATION, TRENCH BOXES AND BACKFILL WITH REGARD TO COMPLYING WITH ALL OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION STANDARDS. 2. ALL COMMON BORROW AND GRAVEL AREAS TO BE COMPACTED TO 95% OF ITS MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557 "MODIFIED PROCTOR DENSITY". PLACE IN 8" TO 12" LIFTS.



**TYPICAL STORMWATER TRENCH SECTION**  
 NOT TO SCALE



**PLAN VIEW**  
 NOT TO SCALE



**SECTION A-A**  
 NOT TO SCALE

- CONSTRUCTION SPECIFICATIONS**
- CONSTRUCT LEVEL LIP ON ZERO PERCENT GRADE TO INSURE UNIFORM SPREADING OF SEDIMENT-FREE RUNOFF (CONVERTING CHANNEL FLOW TO SHEET FLOW).
  - LEVEL SPREADER SHALL BE CONSTRUCTED ON UNDISTURBED SOIL (NOT ON FILL).
  - A FIBERGLASS MATTING EROSION STOP SHALL BE PLACED VERTICALLY AND AT LEAST SIX INCHES DEEP IN A SLIT TRENCH ONE FOOT BACK OF THE LEVEL LIP AND PARALLEL WITH THE LIP. THIS EROSION STOP SHALL EXTEND THE ENTIRE LENGTH OF THE LEVEL LIP AND SHALL BE TRIMMED AFTER BACKFILL WITH TAMPED SOIL SO THAT THE UPPER EDGE IS FLUSH WITH THE SOIL SURFACE.
  - THE ENTIRE LEVEL LIP AREA SHALL BE PROTECTED BY PLACING TWO STRIPS OF JUTE OR EXCELSOR PROTECTIVE MATERIAL AS SHOWN IN DETAIL.
  - THE ENTRANCE CHANNEL SHALL NOT EXCEED A 1% GRADE FOR AT LEAST 20 FEET BEFORE ENTERING SPREADER.
  - STORM RUNOFF CONVERTED TO SHEET FLOW SHALL OUTLET ONTO STABILIZED AREAS. WATER SHALL NOT BE RECONCENTRATED IMMEDIATELY BELOW THE POINT OF DISCHARGE.
  - PERIODIC INSPECTION AND REQUIRED MAINTENANCE SHALL BE PROVIDED.

**OPEN TYPE LEVEL SPREADER**  
 NOT TO SCALE

STATE OF MAINE  
 JAMES E. COFFIN  
 8500  
 LICENSED PROFESSIONAL ENGINEER  
 James Coffin  
**ES-COFFIN**  
 ENGINEERING SURVEYING  
 ES-COFFIN ENGINEERING & SURVEYING, INC.  
 432 Camp Road P.O. Box 4687 Augusta, Maine 04330  
 Ph: (207) 623-9475 Fax: (207) 623-9016 Toll Free 1-800-544-9475

NO.	REVISIONS	DATE

**DETAILS II**

SCALE: AS SHOWN  
 DRAWN BY: TGH  
 CHECKED BY: JEC  
 DATE: JANUARY 25, 2021

CUSTOMER: HATHAWAY HOLDINGS, LLC. PAUL BOGOSIAN  
 LOCATION: 150 DRESDEN AVENUE  
 TOWN: GARDINER COUNTY: KENNEBEC STATE: MAINE

PROJ. NO. 2020-174  
**C-3**



- Appendix K - Affordable Housing Plan

# DOVETAIL CONSULTING LLC

Affordable Housing Consulting | Project Management | Owner Representation

## MEMORANDUM

Date February 3, 2021

To: Hathaway Holdings, LLC  
c/o Paul Boghossian ("Developer")

From: Andy Jackson, Dovetail Consulting LLC

Re: Gardiner Green, Dresden Avenue, Gardiner, Maine  
Affordable housing program

---

This memo outlines an affordable housing program ("Affordable Program") to support Developer's application for site plan and subdivision approval with the City of Gardiner ("City").

### 1. Overview

- a. Developer is in the process of developing the site known as Gardiner Green (Building 6 at 150-152 Dresden Avenue) as multifamily housing ("Project") with a mix of apartment sizes as follows:
  - i. 11 rental studio units
  - ii. 11 rental one-bedrooms
  - iii. 11 rental two-bedrooms
  - iv. 1 rental three-bedrooms
  - v. 17 for-sale units in other buildings on the site
  - vi. 51 total units
- b. Developer will designate a portion of the units as affordable to qualify for a density bonus under the City zoning ordinance. The ordinance requires that at least 10% of the units be affordable housing (see definition below).
- c. Developer plans to provide for the full requirement for the entire site in Building 6, which is intended to be built first. At least 10% of 51 units is six affordable units ("Affordable Units"). Developer is planning to deliver 7 Affordable Units in Building 6, which would cover the affordable requirement for up to 70 units on the site (assuming there is sufficient land/acreage to allow a total of up to 70 units after full buildout).
- d. The Project will engage a property management company that is qualified in tenant income certifications to ensure compliance with the affordability criteria specified in this memo.

## 2. Affordability Definition

- a. The City zoning ordinance (§10.23.5) refers to 30-A M.R.S.A. Section 4301 for the definition of affordable housing:

*"Affordable housing" means a decent, safe and sanitary dwelling, apartment or other living accommodation for a household whose income does not exceed 80% of the median income for the area as defined by the United States Department of Housing and Urban Development under the United States Housing Act of 1937, Public Law 75-412, 50 Stat. 888, Section 8, as amended.*

- b. The Project will create new construction units that are decent, safe, and sanitary as they will meet current building, energy, and life-safety codes.
- c. MaineHousing, the state Housing Finance Agency, publishes annual guidelines for income and rent levels per HUD guidelines. These charts are based on demographic and census data and are specified for cities and counties, as applicable. The most current chart data for Kennebec County covers a project in Gardiner, as follows:

Number of people in household	80% Area Median Income (gross)
One	\$42,250
Two	\$48,250
Three	\$54,300
Four	\$60,300
Five	\$65,150

See attachment A for the rent and income charts published in June 2020 for Kennebec County, Maine.

- d. Rent levels are derived from household income levels by taking 30% of the gross income. For example, a household with one person earning \$42,250 per month would be eligible for a one-bedroom apartment with a monthly rent of \$1,131.

Apartment size	Monthly Rents
Studio (0 Bedroom)	\$1,056
One Bedroom	\$1,131
Two Bedroom	\$1,357
Three Bedroom	\$1,568

- e. These charts are adjusted annually to account for changes to the area median income. The relevant income/rent line for this Project is highlighted.
- f. The stated rents assume that the Landlord pays all utilities, which is atypical. In the usual case where Tenant pays some or all utilities, the rents would be adjusted per the chart shown in attachment B. For example, for a 1BR apartment where the tenant pays for electric cooking and other electric devices (lighting, etc) then the monthly rent would be adjusted down by  $\$8 + \$22 = \$30$  to account for that portion of the utilities paid by the tenant.
- g. The Affordable Units will be:

- i. Four studio units
  - ii. Two 1-BR apartments
  - iii. One 2-BR apartment
- h. Prior to obtaining a certificate of occupancy, Developer will designate which units within the Project will be the Affordable Units. The Affordable Units shall have identical finishes, fixtures, and equipment to the comparable market-rate units within the Project. Affordable Units will be integrated with the rest of the development, will use a common entrance and will provide no indications from common areas that these units are Affordable Units.
- i. During leasing and rent-up, the Developer and Management Company will market the Affordable Units in parallel with the market-rate units in all marketing channels.

### **3. Duration**

- a. The affordable units will be offered to qualified tenants on a first-come, first-served basis for a period of 5 years following the date the Project obtains a final certificate of occupancy (Compliance Period).
- b. Upon the successful completion of the Compliance Period and the requirements outlined in this memo, Developer will request confirmation from the City that the affordable housing program has been satisfied. Once the City issues this confirmation, the Project will no longer be obligated to meet affordable housing requirements.

### **4. Management and Ongoing Compliance**

- a. During the Compliance Period:
  - i. Developer will engage with a qualified property management company (“Management Company”) with staff that has experience with tenant income certifications per the HUD criteria stated above.
  - ii. If requested by the City, Developer will produce a statement of (i) the occupancy status of the Affordable Units and a (ii) report produced by the management company summarizing tenant income certifications with redactions to protect tenant privacy.
  - iii. The Project is assumed to be compliant with this affordable housing program if the City does not request any reporting documentation during the Compliance Period.
  - iv. If, after reviewing any requested compliance documentation, the City determines that the Project has failed to document any of the Affordable Program obligations, the City may request corrections or remedial actions in writing to the Developer. Developer will have 30 days to correct any document errors or omissions.
  - v. In the case that an Affordable Unit is found to be occupied by a household that is not within the income limits, due to error of the Developer and/or

## DOVETAIL CONSULTING LLC

Management Company, the Management Company will rent the next available market-rate unit (with the same bedroom count) to a household that is within the income limits and the Compliance Period will be extended by one-fourth of the time that a non-compliant household was renting an Affordable Unit. For example, if one unit was found to be occupied by a non-compliant tenant for one year, the Compliance Period would be extended by three months.

- vi. In the case that an Affordable Unit is found to be occupied by a household that is not within the income limits due to willful misrepresentation or fraud by the tenant, the Developer and Management Company shall be held harmless and the terms of this Affordable Program shall remain without adjustment.
  - vii. In the case that a household is qualified for an Affordable Unit at the time of their initial lease but their income later increases, they shall be allowed to remain in the Affordable Unit until their income exceeds 140% of the initially qualifying income. If their income exceeds 140% of the initially qualifying income, then their unit shall be designated a market-rate unit and the rent can be adjusted accordingly and the next available market-rate unit shall be rented as an Affordable Unit. In this case there shall be no adjustment to the Compliance Period.
  - viii. Tenants in Affordable Units shall be provided with a written description of the occupancy requirements of the unit.
- b. This program contains the full description of the affordable housing program for this site.
  - c. This program can be amended from time to time with mutual agreement between the City and Developer.

*--End of Memorandum--*

**Maine Housing - Rent Restricted Programs**

**Income Eligibility Limits and  
Maximum Rent Levels**

Incomes and Rents Effective 4-1-2020

FedHOME Rents Effective 7-1-2020

Housing Trust Fund Income and Rents Effective 7-1-2020

	% Median Income - Adjusted by Family Size								Maximum Gross Rents				
	One	Two	Three	Four	Five	Six	Seven	Eight	0BR	1BR	2BR	3BR	4BR
<b>Kennebec County</b>													
30% AMI	15,850	18,100	20,350	22,600	24,450	26,250	28,050	29,850	396	424	508	588	656
40% AMI	21,125	24,150	27,150	30,150	32,600	35,000	37,400	39,825	528	565	678	784	875
50% AMI	26,400	30,200	33,950	37,700	40,750	43,750	46,750	49,800	660	707	848	980	1,093
60% AMI	31,680	36,240	40,740	45,240	48,900	52,500	56,100	59,760	792	849	1,018	1,176	1,312
80% AMI	42,250	48,250	54,300	60,300	65,150	69,950	74,800	79,600	1,056	1,131	1,357	1,568	1,748
Low HOME	26,400	30,200	33,950	37,700	40,750	43,750	46,750	49,800	642	650	799	980	1,093
High HOME	31,680	36,240	40,740	45,240	48,900	52,500	56,100	59,760	642	650	799	1,042	1,101
HTF	15,850	18,100	21,720	26,200	30,680	35,160	39,640	44,120	396	424	543	711	879
FMR Effective 10-1-2019									642	650	799	1,042	1,101
<b>Knox County</b>													
HERA 30%	14,460	16,530	18,600	20,640	22,320	23,970	25,620	27,270	361	387	465	537	599
HERA 40%	19,280	22,040	24,800	27,520	29,760	31,960	34,160	36,360	482	516	620	716	799
HERA 50%	24,100	27,550	31,000	34,400	37,200	39,950	42,700	45,450	602	645	775	895	998
HERA 60%	28,920	33,060	37,200	41,280	44,640	47,940	51,240	54,540	723	774	930	1,074	1,198
50% AMI	23,900	27,300	30,700	34,100	36,850	39,600	42,300	45,050	597	640	767	886	990
60% AMI	28,680	32,760	36,840	40,920	44,220	47,520	50,760	54,060	717	768	921	1,064	1,188
80% AMI	38,200	43,650	49,100	54,550	58,950	63,300	67,650	72,050	955	1,023	1,227	1,418	1,582
Low HOME	23,900	27,300	30,700	34,100	36,850	39,600	42,300	45,050	597	640	767	886	990
High HOME	28,680	32,760	36,840	40,920	44,220	47,520	50,760	54,060	676	706	842	1,174	1,242
HTF	14,350	17,240	21,720	26,200	30,680	35,160	39,640	44,120	358	384	543	711	879
FMR Effective 10-1-2019									676	706	842	1,174	1,242
<b>Lincoln County</b>													
HERA 30%	15,570	17,790	20,010	22,230	24,030	25,800	27,570	29,370	389	417	500	578	645
HERA 40%	20,760	23,720	26,680	29,640	32,040	34,400	36,760	39,160	519	556	667	771	860
HERA 50%	25,950	29,650	33,350	37,050	40,050	43,000	45,950	48,950	648	695	833	963	1,075
HERA 60%	31,140	35,580	40,020	44,460	48,060	51,600	55,140	58,740	778	834	1,000	1,156	1,290
50% AMI	25,800	29,450	33,150	36,800	39,750	42,700	45,650	48,600	645	690	828	956	1,067
60% AMI	30,960	35,340	39,780	44,160	47,700	51,240	54,780	58,320	774	828	994	1,148	1,281
80% AMI	41,250	47,150	53,050	58,900	63,650	68,350	73,050	77,750	1,031	1,105	1,326	1,531	1,708
Low HOME	25,800	29,450	33,150	36,800	39,750	42,700	45,650	48,600	645	690	828	956	1,067
High HOME	30,960	35,340	39,780	44,160	47,700	51,240	54,780	58,320	698	711	874	1,089	1,331
HTF	15,500	17,700	21,720	26,200	30,680	35,160	39,640	44,120	387	415	543	711	879
FMR Effective 10-1-2019									698	711	874	1,089	1,349

**ATTACHMENT B**

**Utility Allowance Schedule**

See Public Reporting Instructions on Back

**U.S. Department of Housing and Urban Development**

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 7/31/2022

The following allowances are used to determine the total cost of tenant-furnished utilities and appliances.

Locality/PHA <b>4, 5, 6, 7</b>		Unit Type <b>High Rise w/ Elevator</b>					Date (mm/dd/yyyy) <b>2/1/2021</b>		
<b>Utility or Service</b>	<b>Fuel Type</b>	<b>0BR</b>	<b>1BR</b>	<b>2BR</b>	<b>3BR</b>	<b>4BR</b>	<b>5BR</b>	<b>6BR</b>	
Heating	Fuel Oil	37	51	65	83	102	118	134	
	Electric	55	74	111	141	161	187	214	
	Natural Gas	38	54	70	79	91	100	108	
	Bottled Gas	60	83	105	128	165	190	215	
	Wood	31	40	60	75	86	99	116	
	Other: Kerosene	47	65	82	105	129	149	169	
	Electric - Heat Pump	30	36	43	49	55	60	69	
Air Conditioning									
Cooking	Electric	8	10	13	16	21	25	27	
	Natural Gas	5	7	9	11	14	16	18	
	Bottled Gas	15	18	23	28	35	40	45	
	Other								
Other Electric		22	29	38	47	59	68	73	
Water Heating	Oil	18	22	28	35	45	51	59	
	Electric	27	37	49	61	78	90	96	
	Natural Gas	20	27	34	42	52	61	70	
	Bottled Gas	38	43	55	68	88	100	115	
Water		11	13	17	21	25	29	34	
Sewer		13	15	20	25	30	35	40	
Trash Collection		27	27	27	27	27	27	27	
Other - Specify									
Range/Microwave		9	9	9	9	9	9	9	
Refrigerator		11	11	11	11	11	11	11	
<b>Actual Family Allowances</b> - May be used by the family to compute allowance while searching for a unit						Utility/Service/Appliance		Allowance	
Head of Household Name						Heating			
Address of Unit						Cooking			
Number of Bedrooms						Other Electric			
						Air Conditioning			
						Water Heating			
						Water Heating			
						Sewer			
						Trash Collection			
						Other			
						Range/Microwave			
						Refrigerator			
						Total			