



City of Gardiner
Site Plan Review Application

Project Name: Island Properties, LLC Project Cost: _____

Date of submission: November 13, 2023 Received by: _____ Fees: \$250

Proposal (including all other local, state and federal permits required for the project):

Island Properties, LLC, herein called the applicant has a purchase and sale agreement for Lot #27 in the Libby Hill Business Park in Gardiner, Maine. The project will consist of three new buildings (2-12,000 sf & 1-10,200 sf) along with laydown area for trailers to support Smokeys Greater Shows, who provide carnival midways to fairs throughout the state.

Anticipated beginning/completion dates of construction: May 2024/December 2024

1. General Information:

Name of Property Owner: City of Gardiner

Address: 6 Church Street, Gardiner, Maine 04345

Phone/Fax No: 207-582-6892

Applicant/Agent Name: Island Properties, LLC

Address: 7 Arbutus Trail Coventry, RI 02827

Phone/Fax No: 401-787-3367

Design Consultant(s): Surveyor Engineer Architect Planner

Name: E.S. Coffin Engineering & Surveying (c/o Jim Coffin)

Address: P.O. Box 4687 Augusta, ME 04330

Phone/Fax No 207-623-9475(p) / 207-623-0016(f)

Name: James Coffin (PE #8500)

Address: P.O. Box 4687 Augusta, ME 04330

Phone/Fax No: 207-623-9475/207-623-0016

Name: Kane Coffin (PLS #1292)

Address: P.O. Box 4687 Augusta, ME 04330

Phone/Fax No: 207-623-9475/207-623-0016

Signature: _____ Date: November 13, 2023

2. Property Information:

Location of Property:

Deed Ref: <u>Book 9125</u>	<u>Page 310</u>	City Tax Map(s): <u>2</u>	Lot(s): <u>20-27</u>
Deed Ref: _____	_____	City Tax Map(s): _____	Lot(s): _____
Deed Ref: _____	_____	City Tax Map(s): _____	Lot(s): _____
Deed Ref: _____	_____	City Tax Map(s): _____	Lot(s): _____
Deed Ref: _____	_____	City Tax Map(s): _____	Lot(s): _____
Deed Ref: _____	_____	City Tax Map(s): _____	Lot(s): _____

Property Size/Frontage: Acres: 10.9 Road: 850' Shore:

Zoning District(s): Planned Industrial Commercial (PIC)

3. Development Information:

Include copies of the following as attachments:

- Deed for property, option to buy or other documentation to demonstrate right, title or interest in property on the part of the applicant
- Tax map showing the property and surrounding location
- One or more site maps prepared by a professional engineer or architect, drawn to scale showing:

location of property	property boundaries	elevations	existing & proposed uses
parking areas	roads	driveways	existing & proposed structures
entrances	erosion control features	setbacks	storm water control features
buffers & screening	rights-of-way	easements	essential services and utilities
waterbodies	all other features necessary to show compliance with this Ordinance		
- Building and structure drawings showing the footprint, height, front, side and rear profiles and all design features necessary to show compliance with this Ordinance.
- Elevation drawings prepared by a professional engineer or architect shall show 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.
- Photographs or similar photo representations or drawings shall show the architectural design and context of the proposed structures and adjacent properties on the both sides of the road.
- Any other information necessary to show that the proposal complies with the applicable provisions of this Ordinance.
- All other required city permit applications necessary for the proposal.

6.3.1 Waivers

List any waivers of the submission requirements and the reasons for the waiver request.

A parking waiver letter is included with the submission.

6.3.2.7.2 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;
A letter has been sent to Zach Lovely of the Gardiner Water District asking if the Gardiner Water District has sufficient water capacity for the proposed project.
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;
The surface water is directed towards the existing wet pond (630) to the east. Ditches help convey the runoff into the pond while staying out of the existing wetlands. Lot 27 has an allowable impervious area of 2.5 acres as shown on the Phase II Overall Plan. The total impervious area after this project has been constructed will be 3.2 acres. Pond 630 will be enhanced as shown on the site plan (C-1) to provide the necessary additional storage as shown on the site plan (C-1). All lots in the LHBP have been pre-designed for stormwater with wet ponds for Phase II and detention ponds for Phase I.
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;
These elements can be found on the site plan (C-1).
4. The location, dimensions and materials to be used in the construction of drives, parking areas, sidewalks and similar facilities;
These elements can be found on the site plan (C-1) and detail sheets.
5. The proposed flow of vehicular and pedestrian traffic into and through the property;
Very few lots in the Libby Hill Business Park allow pedestrian traffic through their site. In addition, there aren't any sidewalks along any of the roads in the park. Vehicles will enter the site off from Industrial Drive and go in either direction to the proposed buildings as shown on the site plan (C-1).
6. The location and details for any signs proposed to be install or altered;
The applicant is proposing to erect a new sign adjacent to the entrance into the site as shown on the Site Plan (C-1).
7. The location and details for any exterior lighting proposed to be installed or altered;
All exterior lights will be wall packs (dark sky) that are attached to the building and a detail is included with this submission.
8. Provisions for landscaping and buffering; and
The project is required to implement a partial screen along Industrial Drive and the north property line. A full screen along the east and south property lines because there are residential properties in these areas. There is a substantial tree growth along the east, west and north property lines, which will more than conform to Land Use Ordinance. We are proposing an 8' high vinyl fence along the south property line to help shield the residential abutters from the project. Landscaping has been added to some of the parking areas to enhance the buffer.
9. Any other information necessary to demonstrate compliance with the review criteria or other standards of the Land Use Ordinance.
No other information is included at this time.

6.3.3 Additional Information for Applications for Planning Board Review and Site Plan Review

In addition to the information required for all applications in accordance with 6.3.2, an application for a project that requires Planning Board Review or Site Plan Review shall contain the following additional information:

- 6.3.3.1 Building and structure drawings showing the footprint, height, front, side and rear profiles and all design features necessary to show compliance with this Ordinance;
Building elevations for the three buildings are included in the planning board submission.
- 6.3.3.2 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;
David Allen (MDOT) has stated that once the left-hand turn lane was installed along Enterprise Drive that the conditions of the turning movement permit have been met and no further traffic mitigation is required within the subdivision. We have included a traffic report to show that there are 15.4 peak hour trips associated with this development.
- 6.3.3.3 An erosion and sedimentation control plan;
The erosion and sedimentation control plan can be found on Sheet C-3.
- 6.3.3.4 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; and
Lot 27 has an allowable impervious area of 2.5 acres per the Phase II Overall Plan. The total impervious area after this project has been constructed will be 3.2 acres. All lots in the LHBP have been pre-designed for stormwater with wet ponds for Phase II and detention ponds for Phase I.
- 6.3.3.5 If the property contains an identified historic or archeological resource, the application shall include an analysis explaining how the resource was taken into account in the project planning and how any negative consequences of the proposed development activity on the resource will be mitigated.
A letter has been sent to the Maine Historical Preservation Commission, asking if there are any historic properties affected by the proposed project.

6.3.4 Additional Information for Applications for Site Plan Review

In addition to the information required for all applications in accordance with 6.3.2 and the additional information required by 6.3.3, an application for a project that requires Site Plan Review shall contain the following additional information:

- 6.3.4.1 The site map(s) required in 6.3.2.7 shall be prepared and sealed by a professional engineer or architect.
This information is included with this submission.
- 6.3.4.2 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.
This information is included with this submission.
- 6.3.4.3 Photographs or similar photo representations or drawings showing the architectural design and context of the proposed structures and adjacent properties on the both sides of the road.
This information is included with this submission.

6.5.1 Review Criteria for All Applications

Applicant shall provide information that demonstrates that the proposed use or uses meets the Review Criteria listed below:

- 6.5.1.1 The application is complete and the review fee has been paid.
The application is complete and the Site Plan Review fee of \$250.00 has been submitted.
- 6.5.1.2 The proposal conforms to all applicable provisions of the Ordinance.
The project conforms to all applicable provisions of the LUO.
- 6.5.1.3 The proposed activity will not result in water pollution, erosion or sedimentation to water bodies.
The application contains all pertinent erosion and sediment control devices needed for the project. All runoff flows south to the existing pond (630) shown on the Phase II Lotting Plan of the Libby Hill Business Park.
- 6.5.1.4 The proposal will provide for the adequate disposal of all wastewater and solid waste.
Public sewer is available for the project and all wastewater associated with the bathrooms will be sent to the sewer system under Industrial Drive. The LHP Phase II DEP permit allows the 12 lots to discharge up to 18,000 GPD to the City's wastewater treatment facility. A letter has been sent to Doug Clark (Director) of the Gardiner Sewage District asking if District has sufficient capacity to serve the proposed addition. The applicant is anticipating having up to 25 employees associated with the proposed development. A dumpster enclosure is shown on the Site Plan (C-1) that will provide adequate disposal of solid wastes. The LHP Phase I DEP permit allows the 12 lots to produce up to 24 tons per year or 120 cubic yards of solid wastes.
- 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.
Letters have been sent to the Maine Historical Preservation Committee and the Maine Department of Inland Fisheries & Wildlife. A letter has been received from the Department of Conservation indicating there are no rare botanical features documented within the project area. There is some tree cutting needed on site, which can't be done in June or July because of the bat species mating season. All wetlands have been mapped and are shown on the Topographical Survey Plan.
- 6.5.1.6 The proposal will not have an adverse impact upon waterbodies and wetlands.
Vaughn Smith Associates have provided the wetland delineation and our surveyors located their wetland flags. This information is shown on the topographic plan included with this submission.
- 6.5.1.7 The proposal will provide for adequate storm water management.
Lot 27 has an allowable impervious area of 2.5 acres per the Phase II Overall Plan. The total impervious area after this project has been constructed will be 3.2 acres. Pond 630 will be enhanced to provide the necessary additional storage as shown on the site plan (C-1). All lots in the LHP have been pre-designed for stormwater with wet ponds for Phase II and detention ponds for Phase I.
- 6.5.1.8 The proposal will conform to all applicable Shoreland Zoning requirements.
The project is not within Shoreland Zoning and this section is not applicable.
- 6.5.1.9 The proposal will conform to all applicable Floodplain Management requirements.
The project is not within the 100-year flood elevation per the FIRM Map and this section is not applicable.
- 6.5.1.10 The proposal will have sufficient water available to meet the needs of the development.
A letter has been sent to Zach Lovely of the Gardiner Water District asking if the Gardiner Water District has sufficient water capacity for the proposed project.

- 6.5.1.11 The proposal will not adversely affect groundwater quality or quantity.
The project will connect to public water on Industrial Drive for domestic water service and a letter has been sent to Zach Lovely of the Gardiner Water District asking if the Gardiner Water District has sufficient water capacity for the proposed project. Groundwater quality and quantity will not be adversely affected with the proposed project.
- 6.5.1.12 The proposal will provide for safe and adequate vehicle and pedestrian circulation in the development.
The proposed site is being utilized for maintenance and storage with for the applicant's operation. Pedestrians will not be able to walk around on site as this is the case in almost all of the parcels within the Libby Hill Business Park. Tractor trailer trucks can access and negotiate the site as needed with the ability to drive into the three buildings. The site has been designed to allow 67' long tractor trailer trucks to enter off Industrial Drive and drive through the site to each building. There is more than enough area for vehicle circulation associated with the site.
- 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.
A letter has been received by John Cameron (Public Works Director) verifying that he has no issues with the project.
- 6.5.1.14 The applicant has the adequate financial and technical capacity to meet the provisions of this Ordinance.
E.S. Coffin Engineering & Surveying has the technical ability to complete the project. The applicant will have provided a financial statement indicating that they have adequate financing to complete the project.
- 6.5.1.15 If the property contains an identified historic or archeological resource, the proposal shall include appropriate measures for protecting the resource, including but not limited to modification of the proposed design of the site, the timing of construction, and limiting the extent of excavation.
A letter has been sent to the Maine Historical Preservation Commission, asking if there are any historic properties affected by the proposed project.

6.5.2 Additional 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;
The parcel is surrounded by other commercial/industrial parcels except on the south and east sides where it abuts residential properties. There are no design standards in the PIC District.
- 6.5.2.2 The proposal shall not have an adverse impact upon neighboring properties.
There are residential properties that abut the parcel the south and east sides of the parcel. An 8' high vinyl fence will be installed along the south side of the parcel and there is at least 130' of wooded vegetation along the east side of the parcel to provide adequate buffering of the project. Dust will be controlled during construction by using water or calcium. The project will not have an adverse impact on neighboring properties.
- 6.5.2.3 The proposal contains landscaping, buffering, and screening elements which provide privacy to adjacent land uses.
The project is required to implement a partial screen along Industrial Drive and the north side of the parcel. A full screen along the south and east side property lines, but as mentioned above there is substantial tree growth along the east, west and north property lines, which will more than conform to Land Use Ordinance. Landscaping has been added to some of the parking areas to provide additional screening.
- 6.5.2.4 The building site and roadway design shall 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.
The proposed driveway into the site is along Industrial Drive with buildings situated as shown on the site plan (C-1). There are a large number of wetlands on site and they have been avoided with the proposed layout. The site has been graded to send runoff away from the buildings in a southerly direction and the cuts/fills have been minimized as much as possible with the existing topography of the parcel.
- 6.5.2.5 The proposal shall 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.
The proposed buildings are situated on the most desirable locations on lot #27. The development does not impact any wetlands. Vaughn Smith Associates were hired to delineate the wetlands on site and they are depicted on the Topographic Survey. Letters have been sent to the Maine Historical Preservation Committee and the Maine Department of Inland Fisheries & Wildlife. A letter has been received from the Department of Conservation indicating there are no rare botanical features documented within the project area.
- 6.5.2.6 The proposal shall provide for a system of pedestrian ways within the site appropriate to the development and the surrounding area. The system shall connect building entrances/exits with the parking areas and with existing sidewalks, if they exist or are planned in the vicinity of the project.
There are not any sidewalks on Industrial Drive nor along any road within the LHBP. The applicant has stated that there will not be any need for any customer to come to the site. However, the general public can drive into the site, find a parking space and enter each building, but this entire site is geared towards a maintenance and storage facility with tractor trailer trucks and other construction vehicles moving continuously around the

- site. It doesn't make sense for any pedestrian access to occur other than the sidewalks abutting the parking areas.
- 6.5.2.7 In urban and built-up areas, buildings shall be placed closer to the road in conformance with setback requirements and parking areas shall be located at the side or rear. In rural or sparsely built areas, buildings shall be set well back from the road to respect the rural character of the area. Front parking areas shall be landscaped to reflect the rural area.
The proposed buildings are situated on site so tractor trailers can adequately maneuver to and from each building. There is parking along the south sides of the building to the north. There is not any "Rural Character" associated with the Libby Hill Business Park as there are only commercial and industrial uses. The proposed parking areas are all adjacent to buildings and there has been landscaping added near the parking areas to soften the paved areas.
- 6.5.2.8 Proposals with multiple buildings shall be designed and placed to utilize common parking areas to the greatest practical extent.
There will be multiple buildings on the parcel and all are designed so that tractor trailers can back into each building. The Land Use Ordinance requires that warehouses provide one space per 1,000 sf of building. In this situation there would be 35 parking spaces required, which doesn't make sense as the operation only has a maximum of 25 employees on site. Therefore, we are asking for a waiver in regard to the amount of parking spaces required.
- 6.5.2.9 Building entrances shall be oriented to the public road unless the layout or grouping of the buildings justifies another approach.
The main entrances to each building will be on the south side with the building to the north side on the parcel facing Industrial Drive. However, the other two 12,000 sf buildings along the south side of the parcel must face south due to the locations of the wetlands and grades on site.
- 6.5.2.10 Exterior building walls greater than 50 feet in length which can be viewed from the public road shall 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 wall.
There are not any building design standards in the PIC District and therefore this section is not applicable.
- 6.5.2.11 Building materials shall match the character of those commonly found in the City and surrounding area and include brick, wood, native stone, tinted /textured concrete block or glass products. Materials such as smooth-faced concrete block or concrete panels and steel panels shall 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 shall not be required to follow this provision.
There are not any building design standards in the PIC District and this section is not applicable.
- 6.5.2.12 Building entrances and points where the development intersects with the public road and sidewalk shall be provided with amenities appropriate for the area such as benches, bike racks, bus stop locations and other similar landscape features.
The site is located along Industrial Drive and the parcel is being utilized for the storage and maintenance of fair equipment. Pedestrians will not be able to walk around on site because of the nature of the operation. There are picnic tables are shown along the south side of the building to the north.
- 6.5.2.13 A proposal which includes drive-through service shall be designed to minimize impact on the neighborhood. Drive-through lanes shall be fully screened from adjacent residential properties and communication systems shall not be audible on adjacent properties.
There are no drive-thru lanes associated with the project and this section is not applicable.

In regard to the General Performance Standards in Section 8 of the LUO;

- 8.7 Exterior Lighting:
Wall-packs are depicted on the site plan and cut sheets of these fixtures are included with this submission. All of the fixtures will be shielded so that light shines in a downward direction.
Electricity will be brought overhead from a pole along Industrial Drive to new pole on site and then run underground to the proposed buildings.
- 8.8 Noise:
The only significant noise generated from the operation will be during construction activities. All maintenance work will be inside the buildings and with their location on the parcel would make noise minimal at the lot lines.
- 8.11 Bufferyard & Screening Standards:
The project is required to implement a partial screen along Industrial Drive and the north property line. A full screen along the east and south property lines because there are residential properties in these areas. There is a substantial tree growth along the east and north property lines, which will more than conform to Land Use Ordinance. We are proposing an 8' high vinyl fence along the south property line to help shield the residential abutters from the project. There will be a stand of trees left in place along Industrial Drive to comply with the partial screen standard. The parking spaces in this area have been screened to help shield headlights.

In regard to Environmental Performance Standards in Section 9 of the LUO:

- 9.1 Air Quality:
Dust will be controlled during construction will be implemented by applying calcium and water as needed.
- 9.2 Water Quality:
Stormwater runoff will be sent into the ditching and/or catch basins as shown on the attached site plan and then into a plunge pool or sediment forebay before entering the existing wet pond (630).
- 9.5 Solid Waste:
A fully enclosed dumpster is shown on the site plan (C-1).
- 9.7.2 Public Sewer:
The sewer from the site will connect into the existing sewer manhole located along the west side of Industrial Drive. A letter has been sent to Doug Clark asking if there is enough capacity for the project.

In regard to Special Activity Performance Standards in Section 10 of the LUO:

- 10.24.5.7.2 Free Standing Signs:
The applicant is proposing to erect a new sign in adjacent to the entrance along Industrial Drive as shown on the Site Plan (C-1).

October 17, 2023

Mr. James Coffin, PE
E.S. Coffin Engineering & Surveying, LLC.
432 Cony Road
P.O. Box 4687
Augusta, Maine 04330

Subject: Agent Authorization
Island Properties, LLC
Gardiner, Maine

Dear Mr. Coffin

The intent of this letter is to authorize E.S. Coffin Engineering & Surveying, Inc. to act as our agent in submitting applications and answering questions regarding our Planning Board Application to the City of Gardiner and any DEP permit applications required for the proposed project located on Lot 27, on Industrial Drive in the Libby Hill Business Park in Gardiner.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony Piskura', with a long horizontal flourish extending to the right.

Anthony Piskura
Owner

PURCHASE AND SALE AGREEMENT - LAND ONLY

("days" means business days unless otherwise noted, see paragraph 20)

Offer Date March 31, 2023

4/6/2023 Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Island Properties LLC, Anthony Piskura ("Buyer") and CITY OF GARDINER ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy all part of (if "part of" see para. 22 for explanation) the property situated in municipality of Gardiner, County of Kennebec, State of Maine, located at 27 Technology Drive and described in deed(s) recorded at said County's Registry of Deeds Book(s) 9125, Page(s) 310.

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$105,000.00. Buyer has delivered; or will deliver to the Agency within 2 days of the Effective Date, a deposit of earnest money in the amount \$105,000.00. Buyer agrees that an additional deposit of earnest money in the amount of \$_____ will be delivered _____. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit (s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. ESCROW AGENT/ACCEPTANCE: Keller Williams Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until April 10, 2023 (date) 5:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on April 20, 2023 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a Municipal Quit Claim deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) None. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

Page 1 of 5 Buyer(s) Initials AP

Seller(s) Initials MP

CONTINGENCY	YES	NO	FULL RESOLUTION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
4. LOCAL PERMITS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
9. DEP/LUPC/ACOE APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
12. REGISTERED FARMLAND Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
14. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
15. TAX STATUS* Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
16. BUILD PACKAGE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____
17. OTHER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within _____ days	_____	_____

* If the land is enrolled in the Maine Tree Growth Tax program, Seller agrees to provide Buyer with the current Forest Management and Harvest Plan within _____ days. Yes No

Further specifications regarding any of the above: N/A

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. Seller agrees to cooperate with Buyer and shall give Buyer and Buyer's agents and consultants reasonable access to the property in order to undertake the above investigations. Buyer agrees to take reasonable steps to return the property to its pre-inspection condition. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer in Buyer's sole discretion, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, or if any investigation under this paragraph is not performed or completed during the period specified in this paragraph, this contingency and the right to conduct an investigation are waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon buyer's own opinion as to the condition of the property.

Page 2 of 5 Buyer(s) Initials GP Seller(s) Initials AC

11. FINANCING: Buyer's obligation to close:

Not Subject to Financing

is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.
 is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within _____ days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than _____ days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.

Buyer's ability to purchase is is not subject to the sale of another property. See addendum Yes No.

Subject to Financing

Buyer's obligation to close is subject to financing as follows:

- a. Buyer's obligation to close is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.
- b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
- c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.
- d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have _____ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
- e. Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- f. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No.
- g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void and Seller's obligations pursuant to 11e shall remain in full force and effect.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Dennis Wheelock (015650) of Keller Williams Realty (1898)
 Licensee MLS ID Agency
 is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker
Tammy Ruda (007347) of Legacy Properties Sotheby's International Realty (2259)
 Licensee MLS ID Agency
 is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

15. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties and may only be amended in writing, signed by both parties.

Buyer(s) Initials DR

Seller(s) Initials DR

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their Licensee. Only withdrawals of offers and withdrawals of counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing disclosure and/or settlement statement to release a copy of the closing disclosure and/or settlement statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS: None

23. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
- e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

24. ADDENDA: Yes No Explain: _____

25. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.
26. Upon acceptance of the offer or counteroffer, Seller agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Buyer's Mailing address is 7 Arbutus Trail, Coventry, RI 02816

[Signature] _____ 4/6/2023 _____
 Buyer's Mailing address is 7 Arbutus Trail, Coventry, RI 02816
 BUYER _____ DATE _____ BUYER _____ DATE _____
 BUYER _____ DATE _____ BUYER _____ DATE _____

Seller hereby accepts the offer set forth above.

Seller's Mailing address is 6 Church St. Gardiner, Maine 04345

[Signature] _____ DATE _____ SELLER _____ DATE _____
 SELLER _____ DATE _____ SELLER _____ DATE _____

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM PM.

SELLER _____ DATE _____ SELLER _____ DATE _____
 SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____
 BUYER _____ DATE _____ BUYER _____ DATE _____

EXTENSION

The closing date of this Agreement is extended until _____ DATE _____

SELLER _____ DATE _____ SELLER _____ DATE _____
 SELLER _____ DATE _____ SELLER _____ DATE _____
 BUYER _____ DATE _____ BUYER _____ DATE _____
 BUYER _____ DATE _____ BUYER _____ DATE _____





November 14, 2023

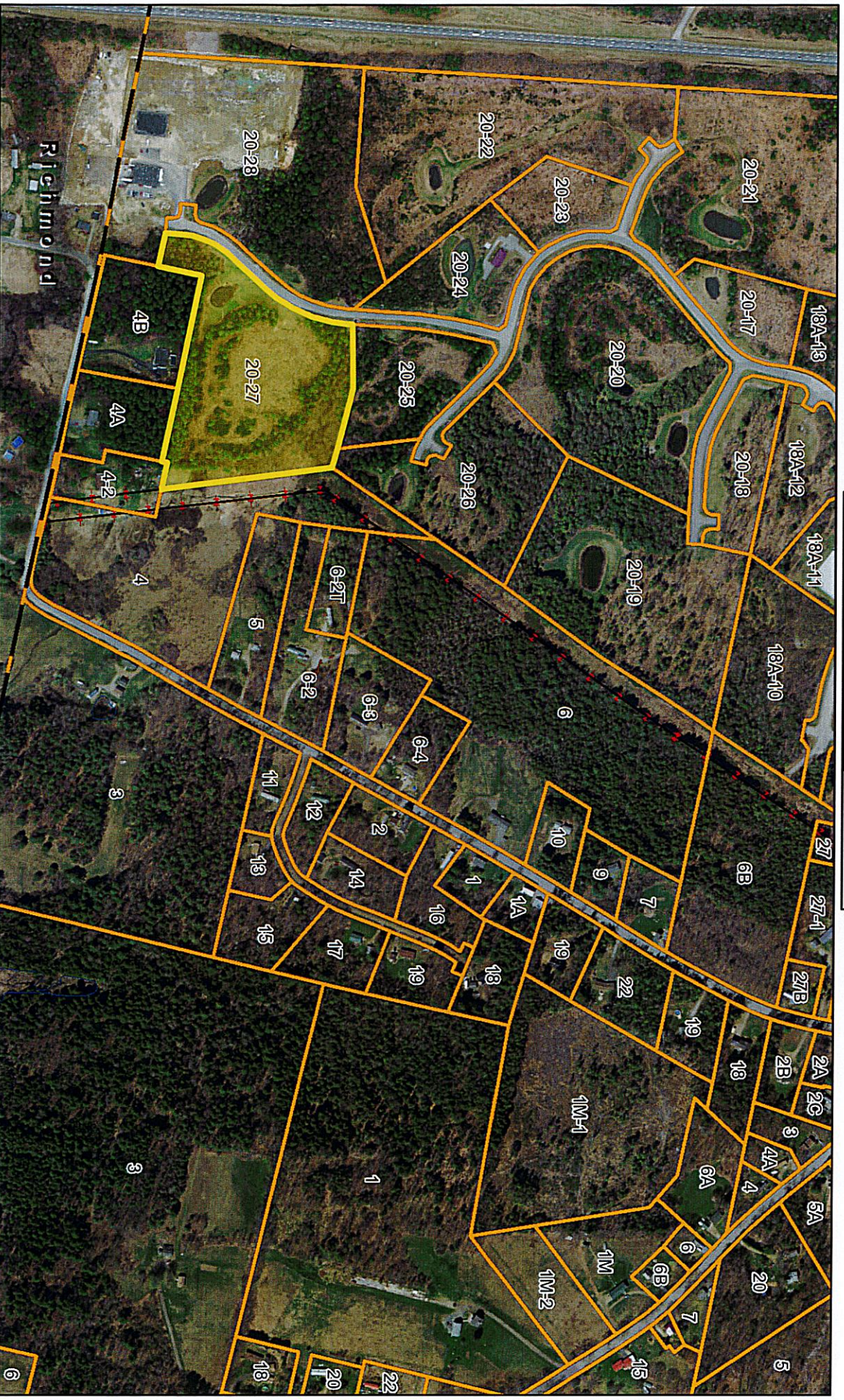
Gardiner, ME

1 inch = 540 Feet



Professional Mapping & Geospatial Solutions

www.cai-tech.com

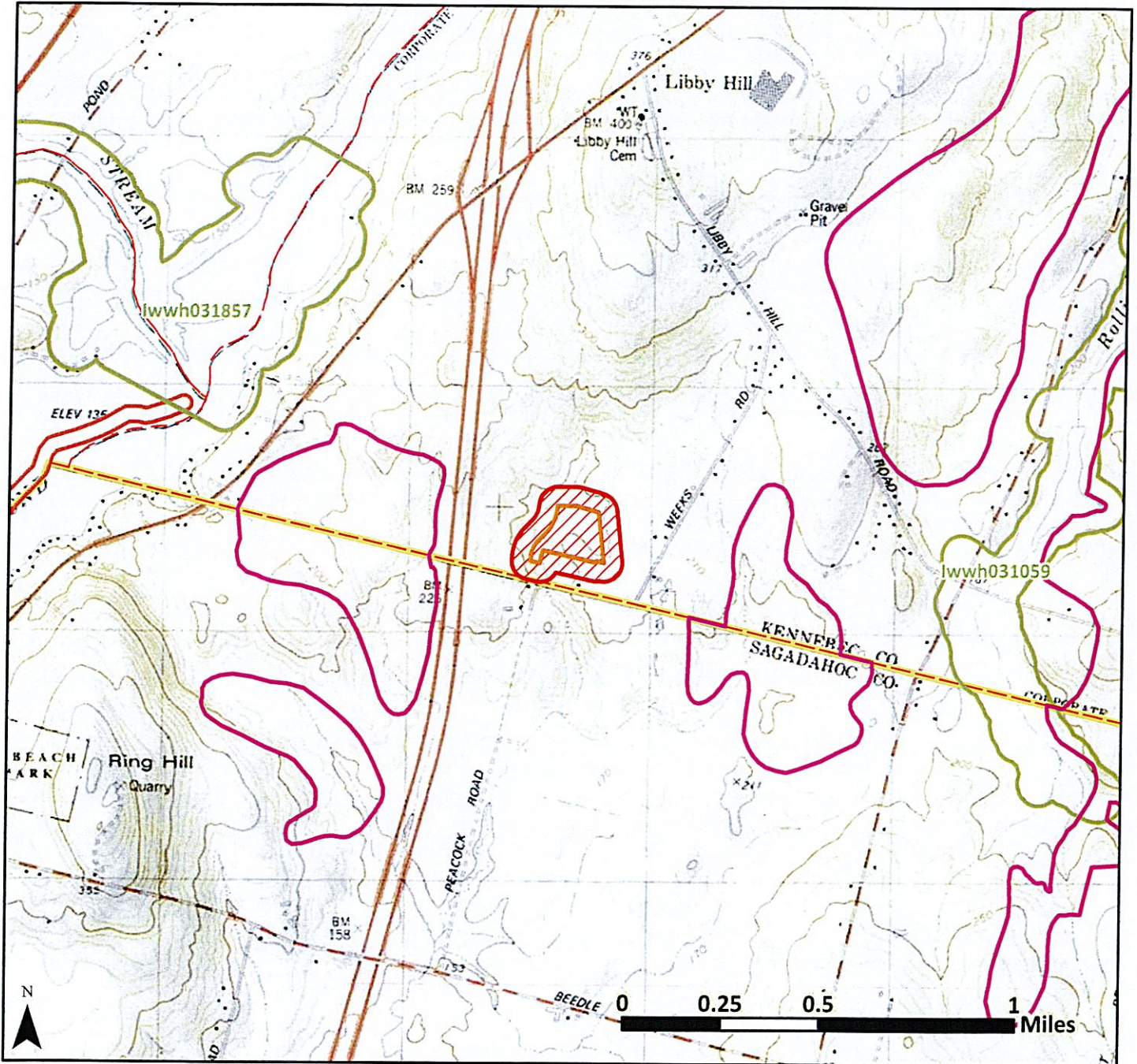


Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.



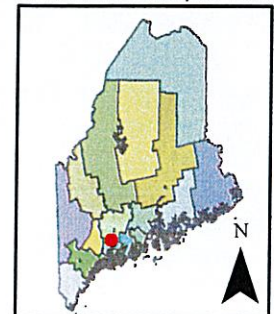
Maine Department of Inland Fisheries and Wildlife
 Environmental Review of Fish and Wildlife Observations and Priority Habitats

Island Properties, LLC, Gardiner



- | | |
|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
|  County Boundary |  Deer Wintering Area |
|  Township Boundary |  Inland Waterfowl/Wading Bird |
|  Project Footprint |  Special Concern Fish |
|  Search Area | |

Date: 11/2/2023
 Projection:
 UTM Zone 19N, NAD83



Legend only lists resources visible in the map; see response letter for all resources that were evaluated.

National Flood Hazard Layer FIRMette

69°50'7"W 44°10'12"N



69°49'30"W 44°09'46"N

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- SPECIAL FLOOD HAZARD AREAS**
- Without Base Flood Elevation (BFE) Zone A, V, A99
 - With BFE or Depth Zone AE, AO, AH, VE, AG
 - Regulatory Floodway
- 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee, See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

- OTHER AREAS OF FLOOD HAZARD**
- NO SCREEN
 - Area of Minimal Flood Hazard Zone X
 - Effective LOMRs
 - Area of Undetermined Flood Hazard Zone X
- GENERAL STRUCTURES**
- Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall

- OTHER FEATURES**
- Cross Sections with 1% Annual Chance Water Surface Elevation
 - Coastal Transect
 - Base Flood Elevation Line (BFE)
 - Limit of Study
 - Jurisdiction Boundary
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature

- MAP PANELS**
- Digital Data Available
 - No Digital Data Available
 - Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/20/2023 at 10:21 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Client Name:

Island Properties, LLC

Project No.

23-039

Photo No. 1

Date: 9-27-2023

Site Location:

Lot 27
Libby Hill Business Park
Gardiner, Maine

Description:

Photo taken from Industrial drive looking north along the frontage along Industrial Drive.



Photo No. 2

Date: 9-27-2023

Site Location:

Lot 27
Libby Hill Business Park
Gardiner, Maine

Description:

Photo taken from Industrial drive looking south along the frontage along Industrial Drive.



Client Name:

Island Properties, LLC

Project No.

23-039

Photo No. 3

Date: 9-27-2023

Site Location:

Lot 27
Libby Hill Business Park
Gardiner, Maine

Description:

Photo taken from just north of the Pond 630 looking south towards the pond and Industrial Drive in the background.



Photo No. 4

Date: 9-27-2023

Site Location:

Lot 27
Libby Hill Business Park
Gardiner, Maine

Description:

Photo taken from on site looking northwest across Industrial Drive.



Client Name:

Island Properties, LLC

Project No.

23-039

Photo No. 5

Date: 9-27-2023

Site Location:

Lot 27
Libby Hill Business Park
Gardiner, Maine

Photo taken from Lot 27 looking south towards Common Wealth Poultry Co. on Lot 28.



Photo No. 6

Date: 9-27-2023

Site Location:

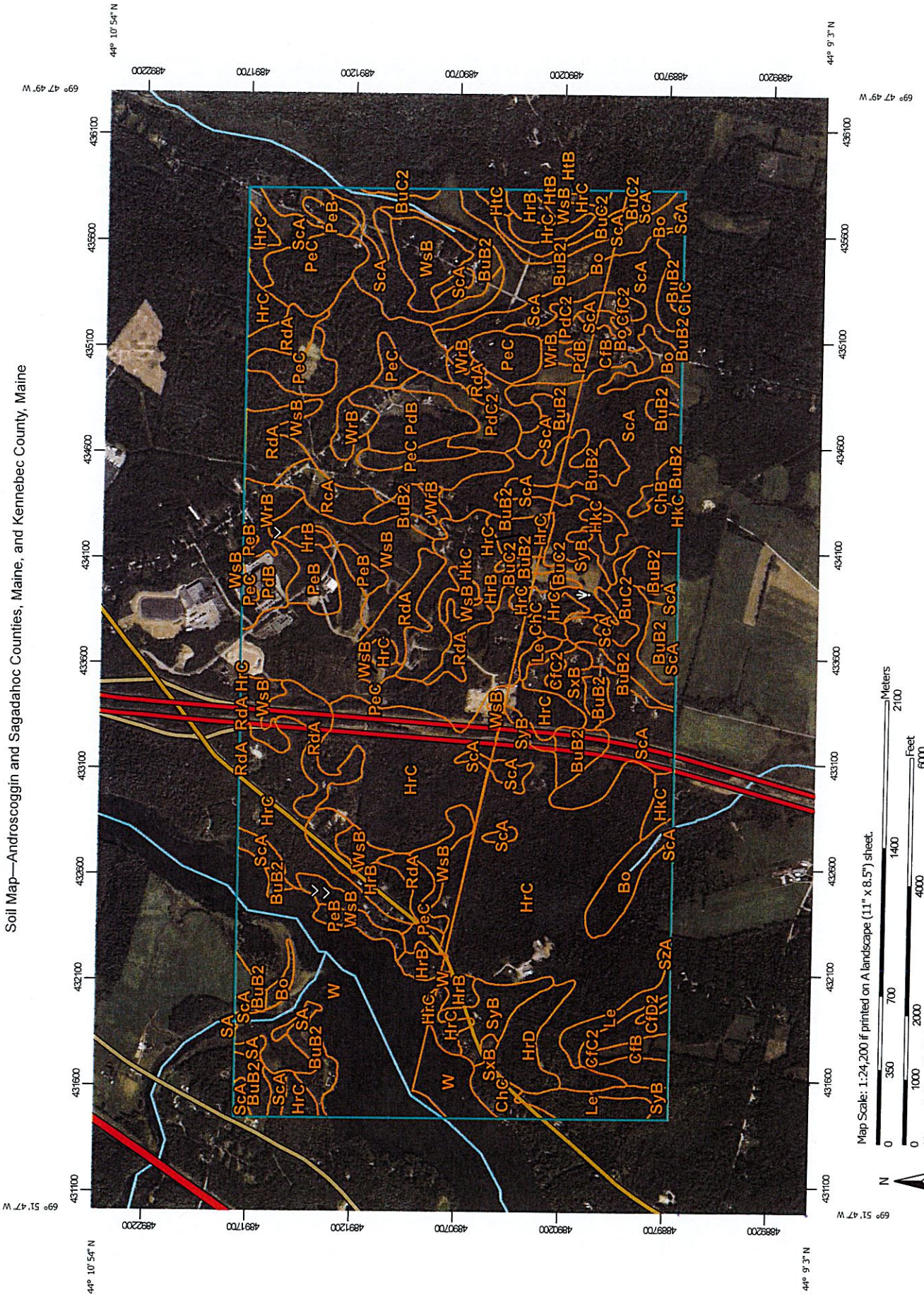
Lot 27
Libby Hill Business Park
Gardiner, Maine

Description:

Photo taken from just on the site looking west across Industrial Drive at the fenced in pump station.



Soil Map—Androscoggin and Sagadahoc Counties, Maine, and Kennebec County, Maine



Map Scale: 1:24,200 if printed on A landscape (11" x 8.5") sheet.



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



Web Soil Survey
National Cooperative Soil Survey

MAP LEGEND

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

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at scales ranging from 1:15,800 to 1:20,000.

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: Androscoggin and Sagadahoc Counties, Maine

Survey Area Data: Version 24, Sep 5, 2023

Soil Survey Area: Kennebec County, Maine

Survey Area Data: Version 22, Sep 5, 2023

Your area of interest (AOI) includes more than one soil survey area. These survey areas may have been mapped at different scales, with a different land use in mind, at different times, or at different levels of detail. This may result in map unit symbols, soil properties, and interpretations that do not completely agree across soil survey area boundaries.

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

Date(s) aerial images were photographed: Jul 11, 2021—Oct 29, 2021

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
Bo	Biddeford mucky peat, 0 to 3 percent slopes	40.8	1.8%
BuB2	Lamoine-Buxton complex, 0 to 8 percent slopes	105.9	4.7%
BuC2	Buxton silt loam, 8 to 15 percent slopes	27.9	1.2%
C1B	Charlton fine sandy loam, 0 to 8 percent slopes	18.3	0.8%
C1C2	Charlton fine sandy loam, 8 to 15 percent slopes, eroded	28.3	1.2%
C1D2	Charlton fine sandy loam, 15 to 25 percent slopes, eroded	1.3	0.1%
ChB	Charlton very stony fine sandy loam, 0 to 8 percent slopes	4.8	0.2%
ChC	Charlton very stony fine sandy loam, 8 to 15 percent slopes	19.9	0.9%
ChD	Charlton very stony fine sandy loam, 15 to 25 percent slopes	0.7	0.0%
HkC	Hinckley gravelly sandy loam, 8 to 15 percent slopes	8.6	0.4%
HrB	Lyman-Tunbridge complex, 0 to 8 percent slopes, rocky	5.9	0.3%
HrC	Lyman-Tunbridge complex, 8 to 15 percent slopes, rocky	271.0	11.9%
HrD	Lyman-Tunbridge complex, 15 to 35 percent slopes, rocky	24.4	1.1%
Le	Leicester very stony fine sandy loam	32.5	1.4%
ScA	Scantic silt loam, 0 to 3 percent slopes	167.2	7.3%
SxB	Sutton loam, 0 to 8 percent slopes	15.0	0.7%
SxC	Sutton loam, 8 to 15 percent slopes	1.9	0.1%
SyB	Sutton very stony loam, 0 to 8 percent slopes	32.6	1.4%
SzA	Swanton fine sandy loam, 0 to 3 percent slopes	1.0	0.0%
W	Water	21.6	0.9%
Subtotals for Soil Survey Area		829.6	36.5%
Totals for Area of Interest		2,274.9	100.0%

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Bo	Biddeford mucky peat, 0 to 3 percent slopes	51.5	2.3%
BuB2	Lamoine silt loam, 3 to 8 percent slopes	86.2	3.9%
BuC2	Buxton silt loam, 8 to 15 percent slopes	10.1	0.4%
HkC	Hincibley gravelly sandy loam, 8 to 15 percent slopes	2.9	0.1%
HrB	Lyman-Tunbridge complex, 0 to 8 percent slopes, rocky	81.7	3.6%
HrC	Lyman-Tunbridge complex, 8 to 15 percent slopes, rocky	226.0	9.9%
HrB	Lyman-Abram-Rock outcrop complex, 0 to 8 percent slopes	0.3	0.0%
HrC	Lyman-Abram-Rock outcrop complex, 8 to 15 percent slopes	3.3	0.1%
PdB	Paxton-Charlton fine sandy loams, 3 to 8 percent slopes	59.2	2.6%
PdC2	Paxton-Charlton fine sandy loams, 8 to 15 percent slopes, eroded	27.5	1.2%
PeB	Paxton-Charlton very stony fine sandy loams, 3 to 8 percent slopes	33.9	1.5%
PeC	Paxton-Charlton very stony fine sandy loams, 8 to 15 percent slopes	202.0	8.9%
RcA	Ridgebury fine sandy loam	17.7	0.8%
RdA	Ridgebury very stony fine sandy loam	98.8	4.3%
SA	Saco soils	5.3	0.2%
ScA	Scantic silt loam, 0 to 3 percent slopes	115.7	5.1%
W	Water bodies	186.8	7.3%
WrB	Woodbridge fine sandy loam, 3 to 8 percent slopes	44.5	2.0%
Wsb	Woodbridge very stony fine sandy loam, 3 to 8 percent slopes	209.6	9.2%
Subtotals for Soil Survey Area		1,445.0	63.5%
Totals for Area of Interest		2,274.9	100.0%



**CITY OF
GARDINER**
KENNEBEC CO.
MAINE



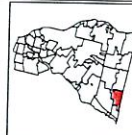
LEGEND

- Lot Hook
- Private Right of Way
- Sub-lot Line
- Tenement Line BLDG
- River: Stream of Pond
- Railroad
- Road
- Town Line
- Boundary
- Parcel

For Assessment Purposes, lot
to be used for conveyances.

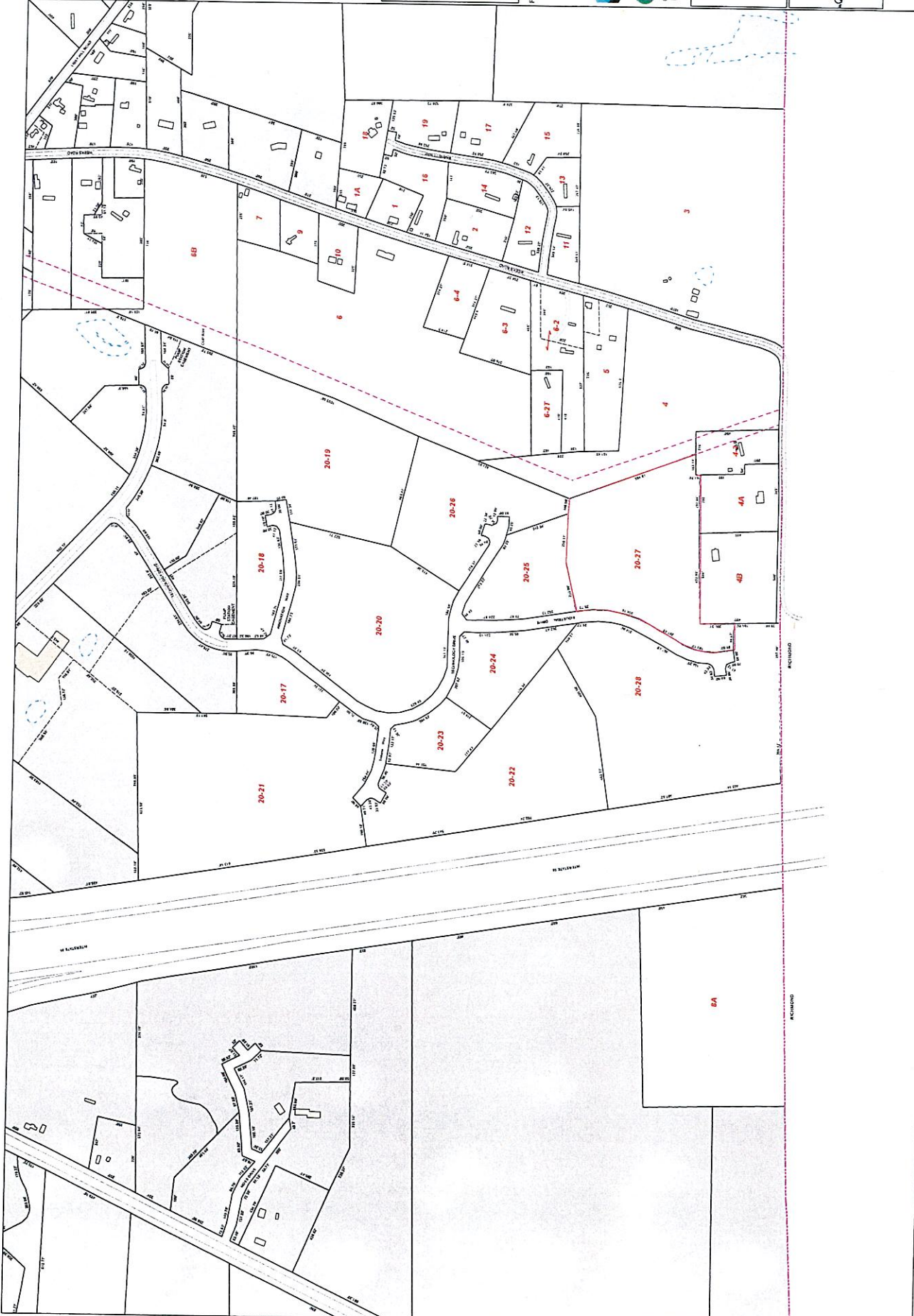


Comerstone
Map Systems, Inc.
1000 North 10th Street
Portland, ME 04108
Tel: 603.763.1234
Fax: 603.763.1235
www.comerstone.com



Map 2

Printed: 9/13/2023
Effective Date: 6/1/2023



LITEPAK SERIES LNC2

Cat.# LNC2 12L U 4K 4

Job

Type



HUBBELL
Outdoor Lighting

Approvals

SPECIFICATIONS

Intended Use:

The compact LED LNC2 is designed for perimeter illumination for safety, security and identity. This compact fixture has no uplight and is neighbor friendly with typical mounting heights up to 15ft. Units are supplied with an acrylic diffuser accessory that can be used for lower LED brightness near building entrances or other pedestrian areas. Units have protective polyester finish for long lasting appearance.

Construction:

Decorative die-cast aluminum housing protects components and provides an architectural appearance. Casting thermally conducts LED heat to optimize performance and long life. Powder paint finish provides durability in outdoor environments.

Electrical:

- 120V-277V universal voltage 50/60Hz 0-10V dimming drivers
- 347V and 480V dimmable driver option in 12L configuration
- Electronic drivers: One in 5L, 7L, 9L and 12L units
Two drivers in 18L units
- Minimum operating temperature is -40°C/-40°F
- Driver RoHS and IP66
- Drivers have greater than .90 power factor and less than 20% Total Harmonic Distortion

LED(s) CCT:

- 3000K CCT nominal – 80 CRI, 4000K CCT nominal – 70 CRI, 5000K CCT nominal – 70 CRI
- 5, 7, 9, 12 and 18 LED configurations available see page 2 for electrical and photometric details

Optical:

Type II, III and IV distributions with zero uplight; Individual PMMA acrylic lenses for wide lateral throw, maximum control and efficiency; Acrylic diffuser included where reduced LED brightness is desired

Lumen Maintenance:

L96 at 60,000hrs (Projected per IESNA TM-21-11), see table on page 2 for all values

Installation:

Quick-mount adapter provides easy installation to wall or to recessed junction boxes (4" square junction box). Gasket seal and secured by two Allen-head hidden fasteners for tamper resistance. Designed for direct j-box mount or conduit feed in single SKU. Conduit feed not available with BBU.

Options:

Controls:

- Button photocontrol for dusk to dawn energy savings
- Occupancy sensor options available for complete on/off and dimming control (includes factory installed back box)

Egress (includes factory installed back box):

- Battery back-up option - 12L configuration only
- Provides 1 fc minimum over 10' x 10' at 11' mounting height (exceeds NEC requirement)
- 1,546 initial lumens in battery mode
- Meets UL924 90 minute discharge schedule
- -20°C to 30°C operating temperature

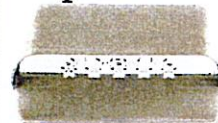
Listings:

- DLC Qualified (Types III and IV) Consult DLC website for details:
<http://www.designlights.org/OPL>
- Listed to UL 1598 for use in wet locations, 40° C ambient environments

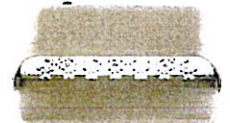
Warranty:

- Five year limited warranty (for more information visit: <http://www.hubbelloutdoor.com/resources/warranty/>)
- IES Progress Award Winner - 2013
- Building Operating Management 2014 Top Products Award - LNC2-18LU

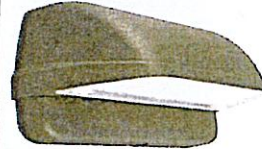
PRODUCT IMAGE(S)



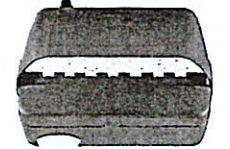
LNC2-12LU



LNC2-18LU

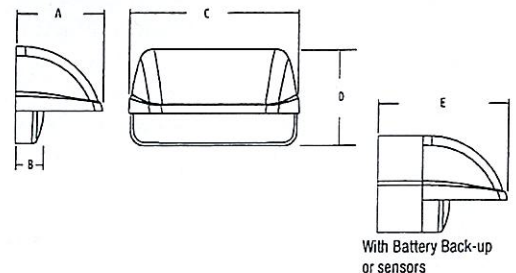


With diffuser



Battery Back-up or Sensor - See Page 2,3

DIMENSIONS



A	B	C	D	E	Weight / BBU
6.25"	1.6"	10.25"	5.6"	10.25"	7.0 / 15.0 lbs.
158.7 mm	40.2 mm	260.4 mm	142.2 mm	260.4 mm	3.2 / 6.8 kg

SHIPPING INFORMATION

Catalog Number	G.W.(kg)/ C.T.N	Carton Dimensions			Carton Qty. per Master Pack
		Length Inch (cm)	Width Inch (cm)	Height Inch (cm)	
LNC2-12LU	14.3 (6.5)	14.5 (37)	11.4 (29)	8.4 (21.5)	2
LNC2-18LU	14.8 (6.7)	14.9 (38)	11.4 (29)	8.4 (21.5)	2

CERTIFICATIONS/LISTINGS



C US

Turtle Friendly

3000K and warmer CCTs only

ORDERING INFORMATION – ORDERING EXAMPLE: LNC2-12LU-5K-3-1

SERIES	NUMBER OF LEDS	VOLTAGE ⁷	CCT	IES DISTRIBUTION	FINISH	OPTIONS
LNC2 LNC2	5L 5 LEDs 7L 7 LEDs 9L 9 LEDs 12L ³ 12 LEDs 18L 18 LEDs 12L5 12 LEDs, 480V 12LF 12 LEDs, 347V	U 120V-277V 1 120V 2 208V 3 240V 4 277V 5 480V (12L only) F 347V (12L only)	3K ² 3000K nominal 80 CRI 4K 4000K nominal 70 CRI 5K 5000K nominal 67 CRI AM Amber (590 nm available for "Turtle Friendly"/observatory applications, 350 mA (18L only versions)	2 ² Type II 3 Type III 4 Type IV	1 Bronze 2 Black 3 Gray 4 White 5 Platinum	PC Photocontrol BBU ^{1,6} Integral battery for 12L only (must specify 120V or 277V voltage in voltage category) rated for -20°C to 30°C SCP ^{4,5,6} Programmable motion sensor, factory default dimming is 10% light output

¹ Battery backup only available on 12L models, not available for Canada

² Does not qualify for DLC

³ Replace U with 1 for 120V or 4 for 277V for 12L with BBU

⁴ Must order minimum of one remote control to program dimming settings, 0-10V fully adjustable dimming with automatic daylight calibration and different time delay settings, 120V-277V only

⁵ PC option not applicable, included in sensor

⁶ BBU and motion sensor options cannot be combined

SPECIFY SCP HEIGHT

8F Up to 8ft mount height
20F Up to 20ft mount height



HUBBELL
Outdoor Lighting

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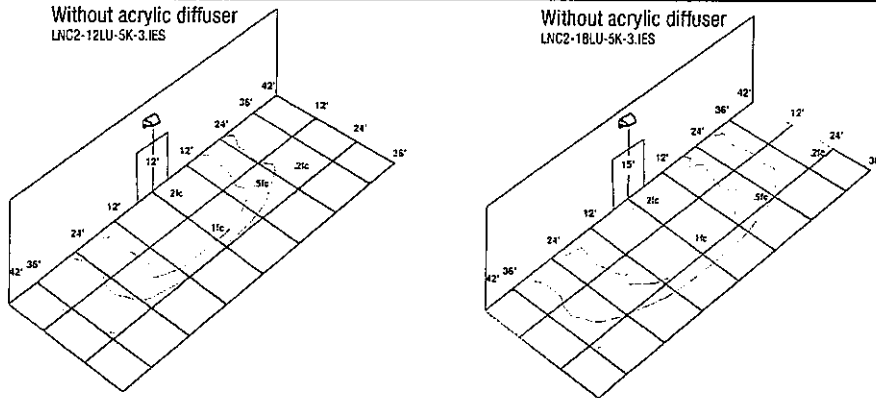
LAREDLNC2-SPEC 3/17

REPLACEMENT PART/ACCESSORIES

CATALOG NUMBER	DESCRIPTION
93044013	Frosted comfort shield, improves uniformity with only 5% lumen reduction
SCP-REMOTE	Remote control for SCP option. Order at least one per project to program and control fixtures
BB-GEO-XX	Back box with 4 - 1/2" threaded conduit holes, XX = specify finish, eg. Dark Bronze - DB
LN2-SCBB-XX	Plate to be used with GEO-BB-XX surface conduit box, XX=finish (see page 3)

*Must order minimum of one remote control to program dimming settings, 0-10V fully adjustable dimming with automatic daylight calibration and different time delay settings, 120V or 277V only

PHOTOMETRICS



PERFORMANCE DATA

# OF LEDS	DRIVE CURRENT	SYSTEM WATTS	DIST. TYPE	5K (5000K nominal, 70 CRI)		4K (4000K nominal, 70 CRI)		3K (3000K nominal, 80 CRI)	
				LUMENS	LPW ¹	LUMENS	LPW ¹	LUMENS	LPW ¹
5	STD. (700mA)	13W	2	1,150	88.5	1,052	81	883	68
			3	1,132	87	1,077	83	833	64
			4	1,146	88	1,053	81	849	65
7		17W	2	1,515	89	1,369	80.5	1,272	75
			3	1,500	88	1,539	90.5	1,392	82
			4	1,557	91.5	1,535	90	1,425	84
9		22W	2	2,069	94	2,033	92	1,588	72
			3	2,024	92	1,989	90	1,623	74
			4	2,095	95	2,059	93.5	1,680	76
12	28W	2	2,869	102.5	2,465	88	2,047	73	
		3	2,868	102.5	2,662	95	2,160	77	
		4	2,716	97	2,715	97	2,104	75	
18	42.7W	2	4,166	97.5	3,631	85	3,304	77	
		3	4,106	96	3,806	89	3,128	73	
		4	3,995	93.5	3,998	93.5	3,122	73	

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown. Actual performance may differ as a result of end-user environment and application. LNC2-12L battery mode produces 1,546 initial lumens. Meets UL924 90 minute discharge pattern.

PROJECTED LUMEN MAINTENANCE

Ambient Temp.	OPERATING HOURS					L70 (hours)
	0	25,000	50,000	TM-21-11 ¹ L96 60,000	100,000	
25°C / 77°F	1.00	0.98	0.97	0.96	0.95	>791,000
40°C / 104°F	0.99	0.98	0.96	0.96	0.94	>635,000

1. Projected per IESNA TM-21-11¹ (Nichia 2198, 700mA, 85°C Ts, 10,000hrs)
Data references the extrapolated performance projections for the LNC-12LU-SK base model in a 40°C ambient, based on 10,000 hours of LED testing per IESNA LM-80-08.

LUMINAIRE AMBIENT TEMPERATURE FACTOR (LATF)

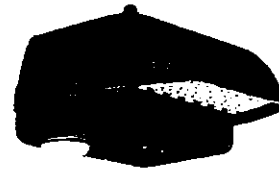
AMBIENT TEMPERATURE	LUMEN MULTIPLIER
0° C	1.02
10° C	1.01
20° C	1.00
25° C	1.00
30° C	1.00
40° C	0.99

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

ELECTRICAL DATA

# OF LEDS	DRIVE CURRENT (mA)	INPUT VOLTAGE (V)	CURRENT (Amps)	SYSTEM POWER (w)
7	STD. (700mA)	120	-	18
		277	-	18
9		120	0.183	22
		277	0.09	22.1
12		120	0.24	28.9
		277	0.10	27.7
		347	0.10	33.7
		480	0.06	28.9
18		120	0.35	41.0
	277	0.15	41.5	
18 Amber		120	2.68	32.0

MOTION SENSOR OPTION



Sensor offers greater control and energy savings with SCP programmable sensor with adjustable delay and dimming levels (Factory default is 10%)

Visit: <http://www.hubbellighting.com/solutions/controls/> for control application information



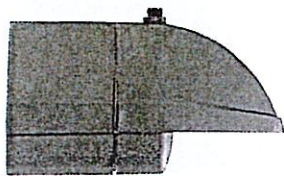
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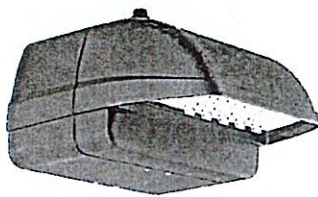
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LAREDLNC2-SPEC 3/17

LNC2 - BATTERY BACK UP

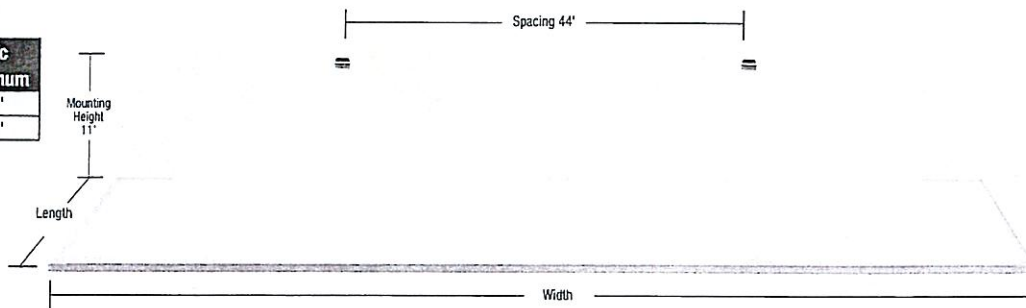


Side View

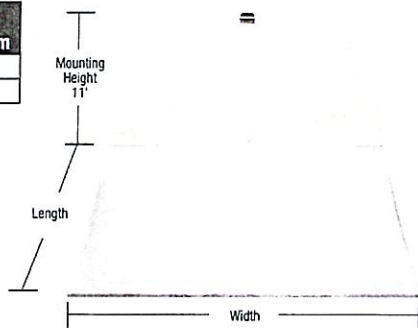


3/4 View

Multi Unit	1 fc Average	1 fc Minimum
Length	16'	15'
Width	112'	68'

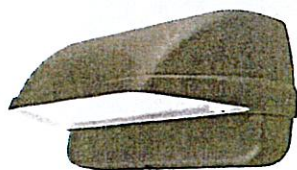


Single Unit	1 fc Average	1 fc Minimum
Length	16'	15'
Width	48'	24'



Provides Life Safety Code average illuminance of 1.0 fc. Assumes open space with no obstructions and mounting height of 11'
Diagrams for illustration purposes only, please consult factory for application layout.

LNC2-SCBB-XX SURFACE CONDUIT BACK PLATE



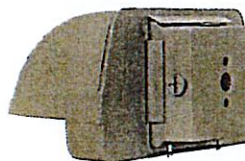
LNC2 FIXTURE



LNC2-SCBB-XX



BB-GEO-XX



LNC2-SCBB-XX and BB-GEO-XX SHOWN ATTACHED TO FIXTURE

To Wall



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LAREDLNC2-SPEC 3/17



November 28, 2023

Planning Board
City of Gardiner
6 Church Street
Gardiner, ME

Re: Island Properties, LLC

Please be advised that the business located at Lot 27 in Libby Hill Business Park, Gardiner, Maine, operated by Island Properties, will not have any adverse effects on the City of Gardiner Wastewater transport and treatment system, which has adequate capacity to handle the domestic wastewater coming from the site. If you have any questions please let me know.

Best regards,

Douglas E. Clark
Wastewater Director
City of Gardiner WWTF



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

November 3, 2023

Subject: Island Properties, LLC
Lot #27 Libby Hill Business Park
Gardiner, Maine 04345

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

Sincerely,

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

Chief Todd H. Pilsbury
Gardiner Police Department
City of Gardiner



Dear James Coffin,

I have looked over the project plans for island properties, LLC for lot 27 in the Libby Hill Business Park and I have no concerns for any issues for the public roads or the immediate area.

John A Cameron Sr.

Director of Public Works.

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



**CITY OF GARDINER
FIRE & RESCUE DEPARTMENT**



Chief Richard Sieberg

October 24, 2023

Dear Mr. Coffin,

I have received your proposal to construct a new business at Lot 27 in The Libby Hill Business Park on behalf of Island Properties, LLC.

After reviewing the documents and plans it appears the addition of this business would not create a significant burden on the Fire Department.

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

Sincerely,

Richard Sieberg
Gardiner Fire Department
Fire Chief

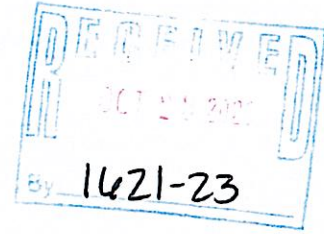
432 Cony Road
P.O. Box 4687
Augusta, ME 04330



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

October 17, 2023

Kirk F. Mahoney, Director
Maine Historic Preservation Commission
55 Capitol Street
State House Station 65
Augusta, Maine 04333



Subject: Island Properties, LLC.
Lot #27 Libby Hill Business Park
Gardiner, Maine

Dear Kirk:

Island Properties, LLC, herein called the applicant has a purchase and sale agreement for Lot #27 in the Libby Hill Business Park in Gardiner, Maine. The project will consist of three new buildings (2-12,000 sf & 1-9,600 sf) along with laydown area for trailers to support Smokeys Greater Shows, who provide carnival midways to fairs throughout the state. A Site Location Map (SLM) has been provided for your use.

Please identify any properties in the area of historic, architectural, or archaeological significance that this project may impact. If you should have any questions, please do not hesitate to contact me.

Sincerely,

James E. Coffin, PE

Based on the information submitted, I have concluded that there will be no historic properties affected by the proposed undertaking, as defined by Section 106 of the National Historic Preservation Act. Consequently, pursuant to 36 CFR 800.4(d)(1), no further Section 106 consultation is required unless additional resources are discovered during project implementation pursuant to 36 CFR 800.13.

Kirk F. Mahoney,
State Historic Preservation Officer
Maine Historic Preservation Commission

11/7/23

Date



STATE OF MAINE
DEPARTMENT OF
INLAND FISHERIES & WILDLIFE
353 WATER STREET
41 STATE HOUSE STATION
AUGUSTA ME 04333-0041



November 14, 2023

James Coffin
E.S. Coffin
432 Cony Road, P.O. Box 4687
Augusta, ME 04330

RE: Information Request – Island Properties, LLC, Gardiner Project (ERID 7225)

Dear Jim:

Per your request received on October 23, 2023, we have reviewed current Maine Department of Inland Fisheries and Wildlife (MDIFW) information for known locations of Endangered, Threatened, and Special Concern species; designated Essential and Significant Wildlife Habitats; and inland fisheries habitat concerns within the vicinity of the *Island Properties, LLC, Gardiner* project. Please note as project details are lacking, our comments should be considered preliminary.

Our Department has not mapped any Essential Habitats that would be directly affected by your project. Essential Habitats are areas formally designated as essential to the conservation of a State Endangered or Threatened species and are protected pursuant to the Maine Endangered Species Act (MESA, 12 M.R.S., §12804.2). Currently, Essential Habitats are only designated for three State Endangered coastal breeding bird species.

Endangered, Threatened, and Special Concern Species

Bat Species – Of the eight species of bats that occur in Maine, four species are afforded protection under Maine’s Endangered Species Act (MESA, 12 M.R.S §12801 et. seq.): little brown bat (State Endangered), northern long-eared bat (State Endangered), eastern small-footed bat (State Threatened), and tri-colored bat (State Threatened). The four remaining bat species are designated as Species of Special Concern: big brown bat, red bat, hoary bat, and silver-haired bat. While a comprehensive statewide inventory for bats has not been completed, based on historical evidence, it is likely that several of these species occur within the project area during spring/fall migration, the summer breeding season, and/or for overwintering. The Maine Endangered Species Act prohibits activities that may cause “Take” (kill or cause death), “harassment” (create injury or significantly disrupt normal behavior patterns), and other adverse actions to State Endangered and Threatened species. However, our Agency does not anticipate significant impacts to any of the bat species as a result of this project.

Significant Wildlife Habitat

Significant Vernal Pools - At this time MDIFW Significant Wildlife Habitat (SWH) maps indicate no known presence of Significant Vernal Pools (SVPs) in the project search area. However, a comprehensive statewide inventory for Significant Vernal Pools has not been completed. SVPs are not included on MDIFW maps until project areas have been surveyed using approved methods and the survey results confirmed. Thus, their absence from resource maps is not necessarily indicative of an absence on the ground. Therefore, we recommend that surveys for vernal pools be conducted within the project

boundary by qualified wetland scientists prior to final project design to determine whether there are Significant Vernal Pools present in the area. These surveys should extend up to 250 feet beyond the anticipated project footprint because of potential performance standard requirements for off-site Significant Vernal Pools, assuming such pools are located on land owned or controlled by the applicant. Once surveys are completed, survey forms should be submitted to our Agency for review well before the submission of any necessary permits. Our Department will need to review and verify any vernal pool data prior to final determination of significance.

Aquatic Resources

Fish Habitat - We generally recommend that 100-foot undisturbed vegetated buffers be maintained along streams. Buffers should be measured from the edge of stream or associated fringe and floodplain wetlands. Maintaining and enhancing buffers along streams that support coldwater fisheries is critical to the protection of water temperatures, water quality, natural inputs of coarse woody debris, and various forms of aquatic life necessary to support conditions required by many fish species. Stream crossings should be avoided, but if a stream crossing is necessary, or an existing crossing needs to be modified, it should be designed to provide full fish passage. Small streams, including intermittent streams, can provide crucial rearing habitat, cold water for thermal refugia, and abundant food for juvenile salmonids on a seasonal basis and undersized crossings may inhibit these functions. Generally, MDIFW recommends that all new, modified, and replacement stream crossings be sized to span at least 1.2 times the bankfull width of the stream. In addition, we generally recommend that stream crossings be open bottomed (i.e., natural bottom), although embedded structures which are backfilled with representative streambed material have been shown to be effective in not only providing habitat connectivity for fish but also for other aquatic organisms. Construction Best Management Practices should be closely followed to avoid erosion, sedimentation, alteration of stream flow, and other impacts as eroding soils from construction activities can travel significant distances as well as transport other pollutants resulting in direct impacts to fisheries and aquatic habitat. In addition, we recommend that any necessary instream work occur between July 15 and October 1.

This consultation review has been conducted specifically for known MDIFW jurisdictional features and should not be interpreted as a comprehensive review for the presence of other regulated features that may occur in this area. Prior to the start of any future site disturbance, we recommend additional consultation with the municipality, and other state resource agencies including the Maine Natural Areas Program and Maine Department of Environmental Protection in order to avoid unintended protected resource disturbance.

Please feel free to contact my office if you have any questions regarding this information, or if I can be of any further assistance.

Best regards,



Ciara Hayes
Resource Biologist



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
177 STATE HOUSE STATION
AUGUSTA, MAINE 04333

JANET T. MILLS
GOVERNOR

AMANDA E. BEAL
COMMISSIONER

October 25, 2023

James Coffin
ES Coffin Engineering and Surveying
PO Box 4687
Augusta, ME 04330

Via email: jcoffin@coffineng.com

Re: Rare and exemplary botanical features in proximity to: #2023-039, Island Properties, Smokey's Greatest Shows, Lot 27 Libby Hill Business Park, Gardiner, Maine

Dear James Coffin:

I have searched the Maine Natural Areas Program's Biological and Conservation Data System files in response to your request received October 17, 2023 for information on the presence of rare or unique botanical features documented from the vicinity of the project in Gardiner, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

Our official response covers only botanical features. For authoritative information and official response for zoological features you must make a similar request to the Maine Department of Inland Fisheries and Wildlife, 284 State Street, Augusta, Maine 04333.

According to the information currently in our Biological and Conservation Data System files, there are no rare botanical features documented specifically within the project area. This lack of data may indicate minimal survey efforts rather than confirm the absence of rare botanical features. You may want to have the site inventoried by a qualified field biologist to ensure that no undocumented rare features are inadvertently harmed.

If a field survey of the project area is conducted, please refer to the enclosed supplemental information regarding rare and exemplary botanical features documented to occur in the vicinity of the project site. The list may include information on features that have been known to occur historically in the area as well as recently field-verified information. While historic records have not been documented in several years, they may persist in the area if suitable habitat exists. The enclosed list identifies features with potential to occur in the area, and it should be considered if you choose to conduct field surveys.

This finding is available and appropriate for preparation and review of environmental assessments, but it is not a substitute for on-site surveys. Comprehensive field surveys do not exist for all natural areas in Maine, and in the absence of a specific field investigation, the Maine Natural Areas Program cannot provide a definitive statement on the presence or absence of unusual natural features at this site.

MOLLY DOCHERTY, DIRECTOR
MAINE NATURAL AREAS PROGRAM
BLOSSOM LANE, DEERING BUILDING



PHONE: (207) 287-8044
WWW.MAINE.GOV/DACF/MNAP

The Maine Natural Areas Program (MNAP) is continuously working to achieve a more comprehensive database of exemplary natural features in Maine. We would appreciate the contribution of any information obtained should you decide to do field work. MNAP welcomes coordination with individuals or organizations proposing environmental alteration or conducting environmental assessments. If, however, data provided by MNAP are to be published in any form, the Program should be informed at the outset and credited as the source.

The Maine Natural Areas Program has instituted a fee structure of \$75.00 an hour to recover the actual cost of processing your request for information. You will receive an invoice for \$150.00 for two hours of our services.

Thank you for using MNAP in the environmental review process. Please do not hesitate to contact me if you have further questions about the Natural Areas Program or about rare or unique botanical features on this site.

Sincerely,

Lisa St. Hilaire

Lisa St. Hilaire | Information Manager | Maine Natural Areas Program
207-287-8044 | lisa.st.hilaire@maine.gov

Rare and Exemplary Botanical Features within 4 miles of
 Project: #2023-039, Island Properties, Smokey's Greatest Shows, Lot 27 Libby Hill Business Park, Gardiner, ME

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Alpine Rush	SC	S3	G3P5	1908	4	From tidal river shore (non-forested, seasonally wet)
American Ginseng						
	E	S3	G3G4	1912-07	17	Hardwood to mixed forest (fore-st, upland)
	E	S3	G3G4	1989	33	Hardwood to mixed forest (fore-st, upland)
Broad Beech Fern						
Columbian Watermeal	SC	S2	G5	1912-08-09	10	Hardwood to mixed forest (fore-st, upland)
Eaton's Bur-marigold	SC	S2	G5	2020-10-11	13	Open water (non-forested, wetland)
Estuary Bur-marigold	SC	S2	G3	2013-10-04	29	Tidal wetland (non-forested, wetland)
Freshwater Tidal Marsh	SC	S3	G4	2013-10-04	30	Tidal wetland (non-forested, wetland)
Pale Green Orchis						
Parker's Pipewort	SC	S3	G4P4G	1923-07-29	18	Non-tidal river shore (non-forested, seasonally wet) (open)
Pygmyweed	SC	S3	G3	2013-10-04	16	Tidal wetland (non-forested, wetland)
Spongy-leaved Arrowhead	SC	S2S3	G5	2013-10-04	17	Open water (non-forested, wetland)
	SC	S3	G5P4	2013-10-04	15	Tidal wetland (non-forested, wetland)

Upper Floodplain Hardwood Forest

S3 GRK 2016-05-23 40

Water Stargrass

SC S3 G5 2020-10-11 17 Open water (from forested, wetland)

Wild Garlic

SC S2 G5 2016-05-23 26 Forested wetland Hardwood to mixed forest (forest)

Photo Exposure: 2025 to 25 15 10

Conservation Status Ranks

State and Global Ranks: This ranking system facilitates a quick assessment of a species' or habitat type's rarity and is the primary tool used to develop conservation, protection, and restoration priorities for individual species and natural habitat types. Each species or habitat is assigned both a state (S) and global (G) rank on a scale of critically imperiled (1) to secure (5). Factors such as range extent, the number of occurrences, intensity of threats, etc., contribute to the assignment of state and global ranks. The definitions for state and global ranks are comparable but applied at different geographic scales; something that is state imperiled may be globally secure.

The information supporting these ranks is developed and maintained by the Maine Natural Areas Program (state ranks) and NatureServe (global ranks).

Rank	Definition
S1 G1	Critically Imperiled – At very high risk of extinction or elimination due to very restricted range, very few populations or occurrences, very steep declines, very severe threats, or other factors.
S2 G2	Imperiled – At high risk of extinction or elimination due to restricted range, few populations or occurrences, steep declines, severe threats, or other factors.
S3 G3	Vulnerable – At moderate risk of extinction or elimination due to a fairly restricted range, relatively few populations or occurrences, recent and widespread declines, threats, or other factors.
S4 G4	Apparently Secure – At fairly low risk of extinction or elimination due to an extensive range and/or many populations or occurrences, but with possible cause for some concern as a result of local recent declines, threats, or other factors.
S5 G5	Secure – At very low risk of extinction or elimination due to a very extensive range, abundant populations or occurrences, and little to no concern from declines or threats.
SX GX	Presumed Extinct – Not located despite intensive searches and virtually no likelihood of rediscovery.
SH GH	Possibly Extinct – Known from only historical occurrences but still some hope of rediscovery.
S#S# G#G#	Range Rank – A numeric range rank (e.g., S2S3 or S1S3) is used to indicate any range of uncertainty about the status of the species or ecosystem.
SU GU	Unrankable – Currently unrankable due to lack of information or due to substantially conflicting information about status or trends.
GNR SNR	Unranked – Global or subnational conservation status not yet assessed.
SNA GNA	Not Applicable – A conservation status rank is not applicable because the species or ecosystem is not a suitable target for conservation activities (e.g., non-native species or ecosystems).
Qualifier	Definition
S#? G#?	Inexact Numeric Rank – Denotes inexact numeric rank.
Q	Questionable taxonomy that may reduce conservation priority – Distinctiveness of this entity as a taxon or ecosystem type at the current level is questionable. The "Q" modifier is only used at a global level.
T#	Infraspecific Taxon (trinomial) – The status of infraspecific taxa (subspecies or varieties) are indicated by a "T-rank" following the species' global rank.

State Status: Endangered and Threatened are legal status designations authorized by statute. Please refer to MRSA Title 12, §544 and §544-B.

Status	Definition
E	Endangered – Any native plant species in danger of extinction throughout all or a significant portion of its range within the State or Federally listed as Endangered.
T	Threatened – Any native plant species likely to become endangered within the foreseeable future throughout all or a significant portion of its range in the State or Federally listed as Threatened.
SC	Special Concern – A native plant species that is rare in the State, but not rare enough to be considered Threatened or Endangered.
PE	Potentially Extirpated – A native plant species that has not been documented in the State in over 20 years, or loss of the last known occurrence.

Element Occurrence (EO) Ranks: Quality assessments that designate viability of a population or integrity of habitat. These ranks are based on size, condition, and landscape context. Range ranks (e.g., AB, BC) and uncertainty ranks (e.g., B?) are allowed. The Maine Natural Areas Program tracks all occurrences of rare plants and natural communities/ecosystems (S1-S3) as well as exemplary common natural community types (S4-S5 with EO ranks A/B).

Rank	Definition
A	Excellent – Excellent estimated viability/ecological integrity.
B	Good – Good estimated viability/ecological integrity.
C	Fair – Fair estimated viability/ecological integrity.
D	Poor – Poor estimated viability/ecological integrity.
E	Extant – Verified extant, but viability/ecological integrity not assessed.
H	Historical – Lack of field information within past 20 years verifying continued existence of the occurrence, but not enough to document extirpation.
X	Extirpated – Documented loss of population/destruction of habitat.
U	Unrankable – Occurrence unable to be ranked due to lack of sufficient information (e.g., possible mistaken identification).
NR	Not Ranked – An occurrence rank has not been assigned.

Visit the Maine Natural Areas Program website for more information

<http://www.maine.gov/dacf/mnap>



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



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

November 2nd, 2023

City of Gardiner
Ms. Debbie Willis, Planning Board Chairwoman
Gardiner City Hall
6 Church Street
Gardiner, Maine 04345

Subject: Island Properties, LLC.
Traffic Report

Dear Ms. Willis,

Island Properties, LLC, herein called the applicant has a purchase and sale agreement for Lot #27 in the Libby Hill Business Park in Gardiner, Maine. The project will consist of three new buildings (2-12,000-sf & 1-10,200-sf) along with laydown area for trailers to support Smokeys Greater Shows, who provide carnival midways to fairs throughout the state. A Site Plan has been provided for your use.

The two 12,000-sf buildings are for storage, but some maintenance work may occur if the 10,200-sf building is overloaded. The 10,200-sf building will be the primary work space and a typical day in the summer months would probably be 8 am-5 pm with four or so employees, but could vary. The off season would be up to 25 employees while the equipment is stored into the two large buildings. Once the off season is over, the crew will be down to approximately 8-12 employees working 8 am-5 pm six days a week. As the fair season gets close to starting that number will go up depending on if they are running ahead or behind.

There isn't a section for storage in the 8th Edition of the Institute of Transportation Engineers (ITE) Manual. Warehouse uses are the only logical choice listed in the ITE Manual. The peak hour trips generated are calculated from the ITE Manual (8th addition) under "Warehousing" and are shown below:

Based on Building Size (3,600 sf):

AM Peak Hour Rate = 0.42

$(34,200 \text{ sf}/1,000 \text{ sf}) \times 0.42 = 14.4$ peak hour trips.

PM Peak Hour Rate = 0.45

$(34,200 \text{ sf}/1,000 \text{ sf}) \times 0.45 = 15.4$ peak hour trips.

Maximum Peak Hour Trips = 15.4 (PM)

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Based on Employees (25):

AM Peak Hour Rate = 0.55

(25 employees) x 0.55 = 13.8 peak hour trips.

PM Peak Hour Rate = 0.58

(25 employees) x 0.58 = 14.5 peak hour trips.

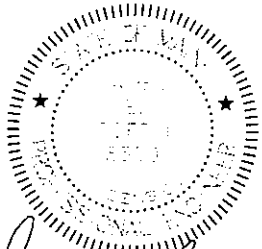
Maximum Peak Hour Trips = 14.5 (PM)

The maximum generator based on the building size occurs during the PM peak hour (14.5 peak hour trips) for the proposed project. The Libby Hill Business Park already has a turning movement permit from the MDOT in place and the DOT has issued a statement that once the left-hand turn lane was installed along Enterprise Drive that the conditions of this permit have been met. The project will not cause unreasonable public road congestion and if you should have any questions or concerns, please do not hesitate to contact me at 623-9475.

Respectfully Submitted,



James E. Coffin, PE



Warehousing (150)

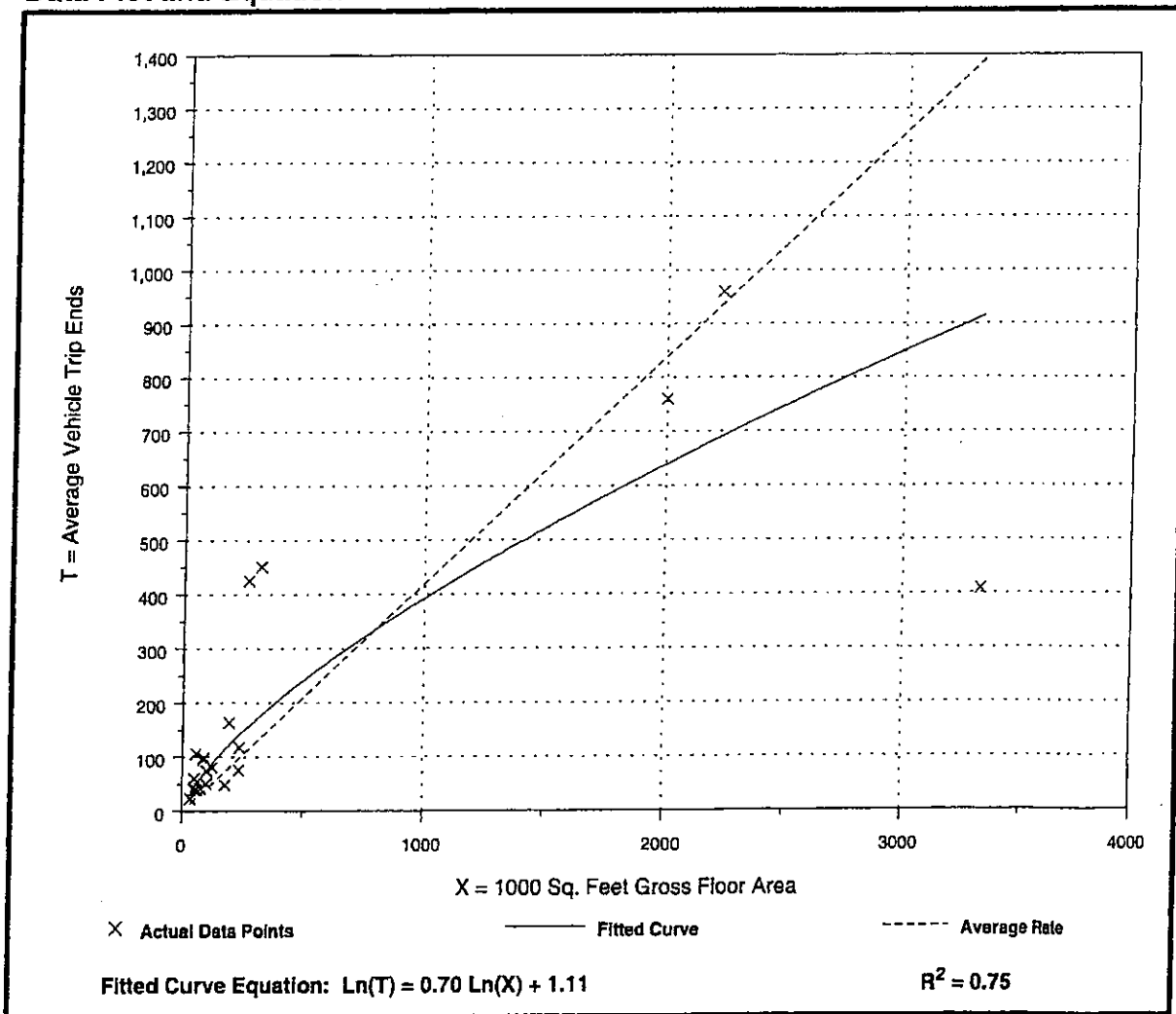
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday,
A.M. Peak Hour of Generator

Number of Studies: 20
 Average 1000 Sq. Feet GFA: 490
 Directional Distribution: 65% entering, 35% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
0.42	0.12 - 1.93	0.74

Data Plot and Equation



Warehousing (150)

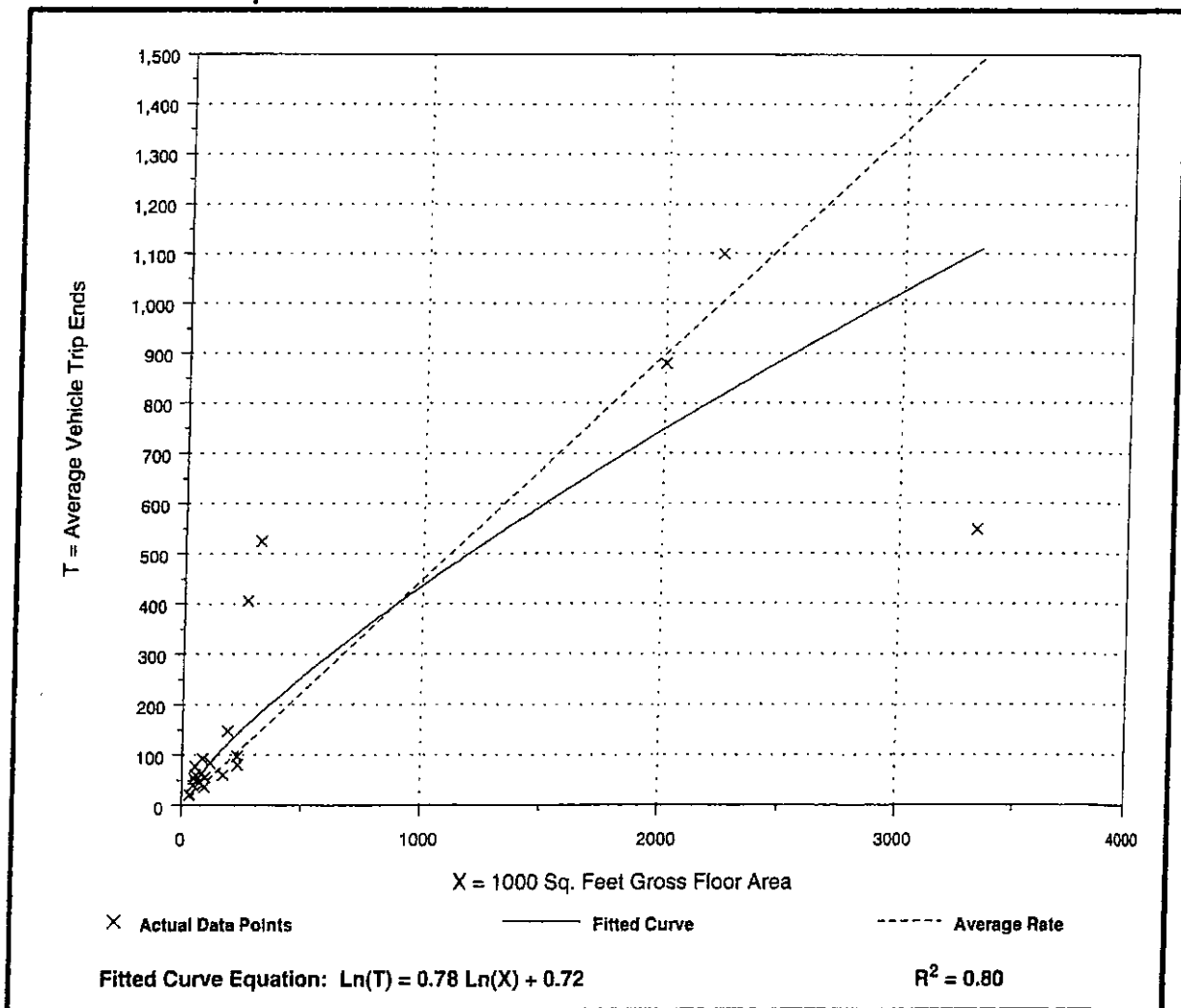
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday,
P.M. Peak Hour of Generator

Number of Studies: 19
 Average 1000 Sq. Feet GFA: 511
 Directional Distribution: 19% entering, 81% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
0.45	0.16 - 1.65	0.76

Data Plot and Equation



Warehousing (150)

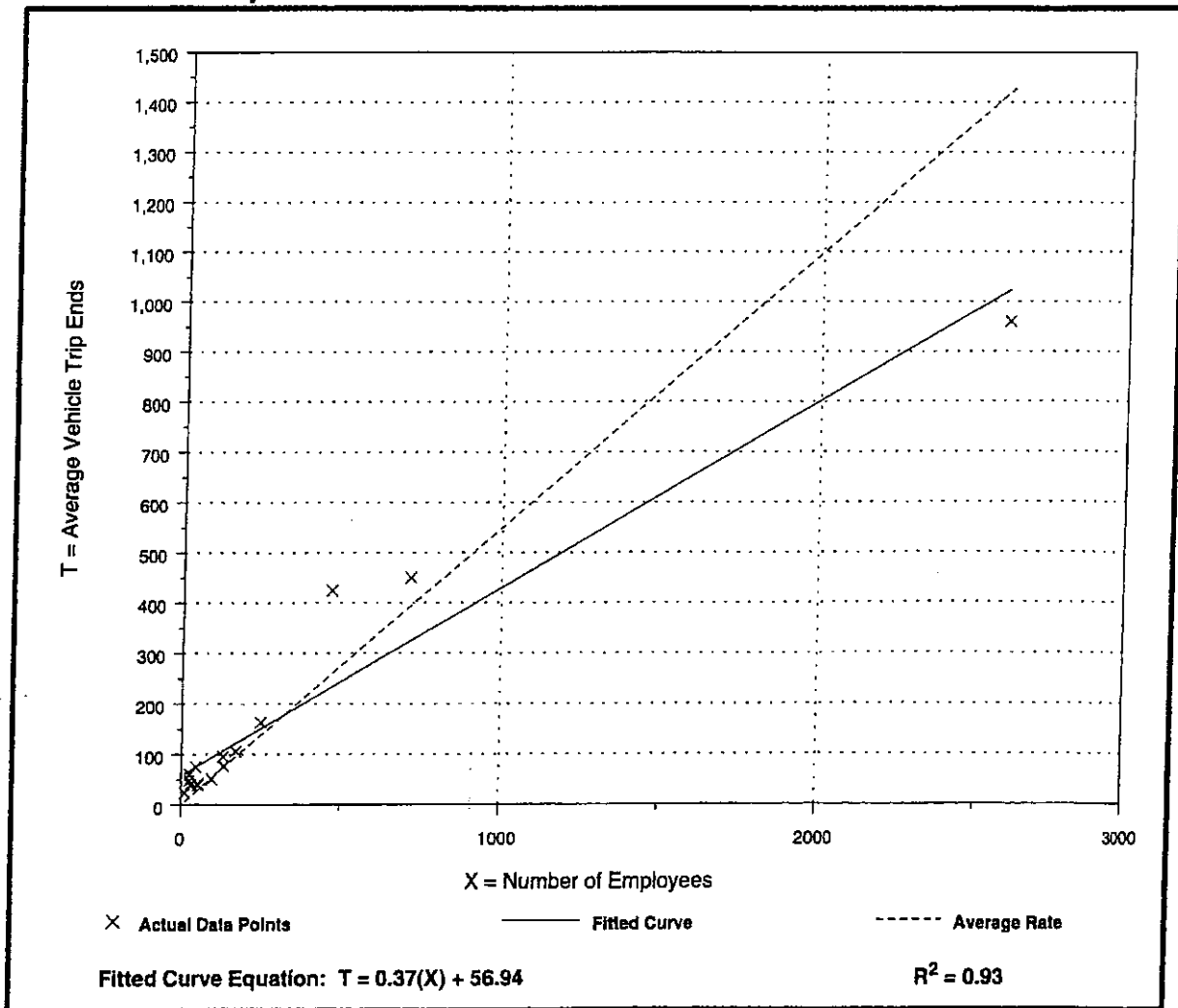
Average Vehicle Trip Ends vs: Employees
On a: Weekday,
A.M. Peak Hour of Generator

Number of Studies: 15
 Avg. Number of Employees: 322
 Directional Distribution: 50% entering, 50% exiting

Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
0.55	0.37 - 2.14	0.79

Data Plot and Equation



Warehousing (150)

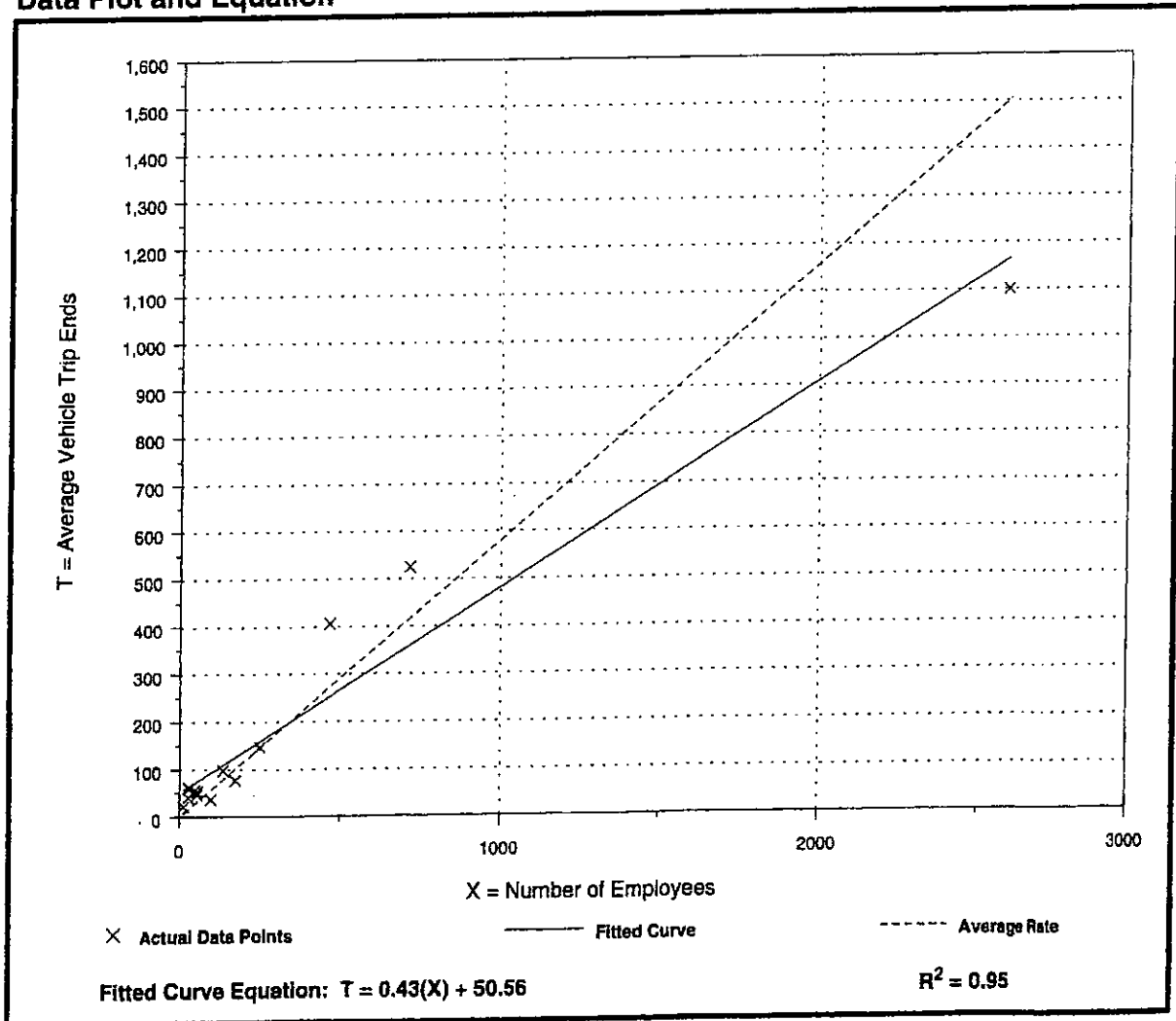
Average Vehicle Trip Ends vs: Employees
On a: Weekday,
P.M. Peak Hour of Generator

Number of Studies: 14
 Avg. Number of Employees: 335
 Directional Distribution: 22% entering, 78% exiting

Trip Generation per Employee

Average Rate	Range of Rates	Standard Deviation
0.58	0.37 - 2.22	0.80

Data Plot and Equation



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



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

November 9th, 2023

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

Subject: Island Properties, LLC
Parking Waiver

Dear Kris,

Island Properties, LLC, herein called the applicant has a purchase and sale agreement for Lot #27 in the Libby Hill Business Park in Gardiner, Maine. The project will consist of three new buildings (2-12,000-sf & 1-10,200-sf) along with laydown area for trailers to support Smokeys Greater Shows, who provide carnival midways to fairs throughout the state. A Site Plan has been provided for your use.

The two 12,000-sf buildings are for storage, but some maintenance work may occur if the 10,200-sf building is overloaded. The 10,200-sf building will be the primary work space and a typical day in the summer months would probably be 8 am-5 pm with four or so employees, but could vary. The off season would be up to 25 employees while the equipment is stored into the two large buildings. Once the off season is over, the crew will be down to approximately 8-12 employees working 8 am-5 pm six days a week. As the fair season gets close to starting that number will go up depending on if they are running ahead or behind.

The applicant is asking for a waiver in regard to the amount of parking required. The Standards in the Land Use Ordinance for the number of parking spaces (11.4.5) does not include a "Storage" designation, but does include a "Warehouse" designation. However, the warehouse use calls for one space per 1,000 sf, which would equate to needing 35 parking spaces. That is excessive for this particular use so we are asking for one space per employee (25) for the off season as mentioned above. If you should have any questions or concerns, please do not hesitate to contact me at 623-9475.

Respectfully Submitted,

A handwritten signature in black ink that reads "James Coffin".

James E. Coffin, PE



A handwritten signature in black ink that reads "James Coffin".

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November 13th, 2023

City of Gardiner
Mr. Kris McNeill, CEO
6 Church Street
Gardiner, Maine 04345

Subject: Island Properties, LLC
Stormwater Report
Libby Hill Business Park-Lot 27
DEP #L-19861-L6-G-N

Dear Kris,

Island Properties, LLC, herein called the applicant has a purchase and sale agreement for Lot #27 in the Libby Hill Business Park in Gardiner, Maine. The project will consist of three new buildings (2-12,000-sf & 1-10,200-sf) along with laydown area for trailers to support Smokeys Greater Shows, who provide carnival midways to fairs throughout the state. The two 12,000-sf buildings are for storage, but some maintenance work may occur if the 10,200-sf building is overloaded. The 10,200-sf building will be the primary work space and a typical day in the summer months would probably be 8 am-5 pm with four or so employees, but could vary. The off season would be up to 25 employees while the equipment is stored into the two large buildings. Once the off season is over, the crew will be down to approximately 8-12 employees working 8 am-5 pm six days a week.

The entire subdivision has been pre-engineered for a certain amount of developable area for each parcel. A wet pond has been built on the parcel and can handle a certain amount of stormwater. The wet pond (630) on Lot #27 is designed to handle 129,751 sf (2.98 acres) of impervious area and 232,755 sf (5.34 acres) of developed area. The applicant is proposing 138,815 sf (3.19 acres) of impervious area and 182,020 sf (4.18 acres) of developed area. However, there is 134,795 sf of impervious and 147,795 sf developed area being treated by the pond.

There is a small amount of impervious area (4,020 sf) not being treated, which equates to 2.8% of the total impervious area or 97.2% treatment. There will be 34,245 sf (0.19%) of developed area not being treated, which corresponds to 81.1% treatment on the parcel. The DEP threshold for stormwater treatment is 95% impervious and 80% developed area. The project meets both standards.

Since Pond 630 can't handle these areas, it is necessary to increase the berm height of the pond as follows:

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Pond #630:

Impervious:

2005: $117,536.6 \times (1.5''/12) = 14,692.1 \text{ cf.}$

2015: $21,278.4 \times (2''/12) = 3,546.4 \text{ cf.}$

Total Impervious = $14,692.1 \text{ cf} + 3,546.4 \text{ cf} = 18,238.5 \text{ cf}$

Landscaped:

2005: $43,206 \times (0.6''/12) = 2,160.3 \text{ cf}$

Permanent Pool:

$18,238.5 \text{ cf} + 2,160.3 \text{ cf} = 20,398.8 \text{ cf}$

Elev. 197.4' has $20,978 \text{ cf} > 20,398.8 \text{ cf}$

Channel Protection Volume (CPV):

$138,815 \text{ sf} \times (1.0''/12) + 43,206 \text{ sf} \times (0.4''/12) = 13,008 \text{ cf}$

Elev. 196.0' has a CPV = $13,548 \text{ cf} > 13,008 \text{ cf}$

Gravel Trench Length = $3'$ for every $1,000 \text{ cf} = 3' \times (13,008 \text{ cf}/1,000) = 39.0'$

Mean Depth:

Occurs at elev. $197.4'$ ($20,978 \text{ cf}$)

Surface area = $6,0555 \text{ sf}$

$20,978 \text{ cf} / 6,005 \text{ sf} = 3.5'$

The berm elevation will need to be raised to elevation 201.5' to maintain 1.0' of freeboard and a new outlet control structure will be needed because of the additional areas being added. Hydro-Cad results are included with this submission verifying these results. If you should you have any questions or concerns, please do not hesitate to contact me at 623-9475.

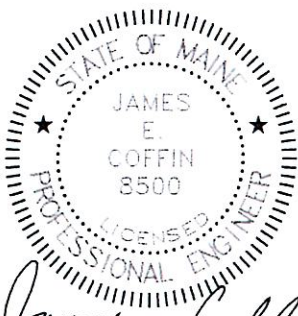
Sincerely,



James E. Coffin, P.E.

Attachments:

1. Hydro-Cad results.



Lot #27 Pond 11-14-23

Type III 24-hr 2-Year Event Rainfall=2.80"

Prepared by E S Coffin Engineering & Survey

Printed 11/14/2023

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Summary for Pond 4P: Lot #27 Pond 630 above Permanent Pool

[62] Hint: Exceeded Reach 5R OUTLET depth by 0.23' @ 19.95 hrs

Inflow Area = 3.843 ac, 81.03% Impervious, Inflow Depth > 2.01" for 2-Year Event event
 Inflow = 9.19 cfs @ 12.05 hrs, Volume= 0.644 af
 Outflow = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af, Atten= 100%, Lag= 0.0 min
 Primary = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af
 Routed to Reach SP : STUDY POINT

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 198.29' @ 20.00 hrs Surf.Area= 9,312 sf Storage= 28,056 cf

Plug-Flow detention time= (not calculated: initial storage exceeds outflow)
 Center-of-Mass det. time= (not calculated: no outflow)

Volume #1	Invert	Avail.Storage	Storage Description		
	190.00'	80,666 cf	Custom Stage Data (Conic) Listed below (Recalc)		
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)	
190.00	530	0	0	530	
192.00	1,485	1,935	1,935	1,510	
194.00	2,840	4,252	6,187	2,903	
196.00	4,590	7,360	13,548	4,705	
196.90	5,515	4,541	18,088	5,657	
197.00	5,620	557	18,645	5,766	
197.40	6,055	2,334	20,980	6,214	
198.00	8,830	4,439	25,419	8,995	
199.00	10,540	9,672	35,091	10,740	
200.00	11,290	10,913	46,004	11,576	
201.00	13,435	12,347	58,351	13,757	
202.00	15,235	14,326	72,677	15,607	
202.50	16,735	7,990	80,666	17,123	

Device	Routing	Invert	Outlet Devices	
#1	Primary	194.70'	15.0" Round Culvert L= 60.0' Ke= 0.9? Inlet / Outlet Invert= 194.70' / 194.00' S= 0.0117 '/ Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 1.22718463030851?	
#2	Device 1	198.50'	15.0" Vert. Orifice/Grate C= 0.600 Limited to weir flow at low heads	
#3	Device 1	200.00'	18.0" Vert. Orifice/Grate C= 0.600 Limited to weir flow at low heads	

Primary OutFlow Max=0.00 cfs @ 5.00 hrs HW=190.00' (Free Discharge)

- ← 1=Culvert (Controls 0.00 cfs)
- ← 2=Orifice/Grate (Controls 0.00 cfs)
- ← 3=Orifice/Grate (Controls 0.00 cfs)

Lot #27 Pond 11-14-23

Type III 24-hr 10-Year Event Rainfall=4.20"

Prepared by E S Coffin Engineering & Survey

Printed 11/14/2023

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Summary for Pond 4P: Lot #27 Pond 630 above Permanent Pool

[62] Hint: Exceeded Reach 5R OUTLET depth by 0.77' @ 14.20 hrs

Inflow Area = 3.843 ac, 81.03% Impervious, Inflow Depth > 3.26" for 10-Year Event event
 Inflow = 14.64 cfs @ 12.05 hrs, Volume= 1.045 af
 Outflow = 0.79 cfs @ 13.99 hrs, Volume= 0.304 af, Atten= 95%, Lag= 116.2 min
 Primary = 0.79 cfs @ 13.99 hrs, Volume= 0.304 af
 Routed to Reach SP : STUDY POINT

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 198.91' @ 13.99 hrs Surf.Area= 10,387 sf Storage= 34,192 cf

Plug-Flow detention time= 328.7 min calculated for 0.303 af (29% of inflow)
 Center-of-Mass det. time= 194.7 min (943.2 - 748.5)

Volume #1	Invert	Avail.Storage	Storage Description		
	190.00'	80,666 cf	Custom Stage Data (Conic) Listed below (Recalc)		
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)	
190.00	530	0	0	530	
192.00	1,485	1,935	1,935	1,510	
194.00	2,840	4,252	6,187	2,903	
196.00	4,590	7,360	13,548	4,705	
196.90	5,515	4,541	18,088	5,657	
197.00	5,620	557	18,645	5,766	
197.40	6,055	2,334	20,980	6,214	
198.00	8,830	4,439	25,419	8,995	
199.00	10,540	9,672	35,091	10,740	
200.00	11,290	10,913	46,004	11,576	
201.00	13,435	12,347	58,351	13,757	
202.00	15,235	14,326	72,677	15,607	
202.50	16,735	7,990	80,666	17,123	

Device	Routing	Invert	Outlet Devices	
#1	Primary	194.70'	15.0" Round Culvert L= 60.0' Ke= 0.9? Inlet / Outlet Invert= 194.70' / 194.00' S= 0.0117 ' / Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 1.22718463030851?	
#2	Device 1	198.50'	15.0" Vert. Orifice/Grate C= 0.600 Limited to weir flow at low heads	
#3	Device 1	200.00'	18.0" Vert. Orifice/Grate C= 0.600 Limited to weir flow at low heads	

Primary OutFlow Max=0.78 cfs @ 13.99 hrs HW=198.91' (Free Discharge)
 1=Culvert (Passes 0.78 cfs of 8.84 cfs potential flow)
 2=Orifice/Grate (Orifice Controls 0.78 cfs @ 2.2 fps)
 3=Orifice/Grate (Controls 0.00 cfs)

Lot #27 Pond 11-14-23

Type III 24-hr 25-Year Event Rainfall=5.20"

Prepared by E S Coffin Engineering & Survey

Printed 11/14/2023

HydroCAD® 10.20-3c s/n 00434 © 2023 HydroCAD Software Solutions LLC

Summary for Pond 4P: Lot #27 Pond 630 above Permanent Pool

[61] Hint: Exceeded Reach 4R outlet invert by 0.27' @ 12.60 hrs

[62] Hint: Exceeded Reach 5R OUTLET depth by 1.04' @ 12.70 hrs

Inflow Area = 3.843 ac, 81.03% Impervious, Inflow Depth > 4.17" for 25-Year Event event
 Inflow = 17.24 cfs @ 12.04 hrs, Volume= 1.334 af
 Outflow = 2.37 cfs @ 12.59 hrs, Volume= 0.588 af, Atten= 86%, Lag= 32.8 min
 Primary = 2.37 cfs @ 12.59 hrs, Volume= 0.588 af
 Routed to Reach SP : STUDY POINT

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 199.27' @ 12.59 hrs Surf.Area= 10,739 sf Storage= 37,953 cf

Plug-Flow detention time= 240.5 min calculated for 0.588 af (44% of inflow)
 Center-of-Mass det. time= 140.1 min (885.6 - 745.5)

Volume #1	Invert	Avail.Storage	Storage Description
	190.00'	80,666 cf	Custom Stage Data (Conic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)	Wet.Area (sq-ft)
190.00	530	0	0	530
192.00	1,485	1,935	1,935	1,510
194.00	2,840	4,252	6,187	2,903
196.00	4,590	7,360	13,548	4,705
196.90	5,515	4,541	18,088	5,657
197.00	5,620	557	18,645	5,766
197.40	6,055	2,334	20,980	6,214
198.00	8,830	4,439	25,419	8,995
199.00	10,540	9,672	35,091	10,740
200.00	11,290	10,913	46,004	11,576
201.00	13,435	12,347	58,351	13,757
202.00	15,235	14,326	72,677	15,607
202.50	16,735	7,990	80,666	17,123

Device	Routing	Invert	Outlet Devices
#1	Primary	194.70'	15.0" Round Culvert L= 60.0' Ke= 0.9? Inlet / Outlet Invert= 194.70' / 194.00' S= 0.0117 '/ Cc= 0.900 n= 0.013 Concrete pipe, bends & connections, Flow Area= 1.22718463030851?
#2	Device 1	198.50'	15.0" Vert. Orifice/Grate C= 0.600 Limited to weir flow at low heads
#3	Device 1	200.00'	18.0" Vert. Orifice/Grate C= 0.600 Limited to weir flow at low heads

Primary OutFlow Max=2.36 cfs @ 12.59 hrs HW=199.27' (Free Discharge)

- 1=Culvert (Passes 2.36 cfs of 9.26 cfs potential flow)
- 2=Orifice/Grate (Orifice Controls 2.36 cfs @ 3.0 fps)
- 3=Orifice/Grate (Controls 0.00 cfs)

