



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

**Site Plan Review Application**

Project Name: AUG Commerce Distr. LLC.

Project Cost: \$5,000,000

Date of Submission: February 09, 2021

Received by: \_\_\_\_\_ Fees: \$250.00

A complete written description of the proposed project including all other local, state and federal permits required for the project. The applicant is proposing to construct a new 50,400 sf building and associated paved areas for PODS Storage Company. The project will involve an amended subdivision plan because the existing driveway location off Commerce Drive can't be utilized due to elevation constraints on site.

Anticipated beginning/completion dates of construction: April 2021/December 2021

**1. General Information:**

Name of Property Owner: City of Gardiner

Address: 6 Church Street Gardiner, ME 04345

Phone/Fax No: 207-582-4200

Applicant/Agent Name: West Rac Contracting Corp. (Gary Krupnick)

Address: 687 Old Willets Path, Hauppauge, NY 11788

Phone/Fax No 631-435-1818/632-273-7673

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

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)

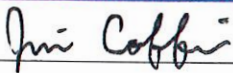
Address: P.O. Box 4687 Augusta, ME 04330

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: February 09, 2021

**2. Property Information:**

Property Location: Commerce Drive  
Deed Ref: Book 5034 Page 273 City Tax Map(s) 7 Lot(s) 18A-15  
Property Size/Frontage: Acres 10.6 Sq. Ft. 461,735 Road Commerce Shore N/A  
Zoning District(s): Planned Industrial Commercial (PIC)

**3. Development Information:**

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

a.) The existing conditions on the property including:

1. The property boundaries;  
**The property boundaries are shown on the Topographic Survey Plan and Site Plan.**
2. The zoning district and zoning district boundaries if the property is located in more than one zone;  
**The entire Libby Hill Business Park is within the Planned Industrial Commercial (PIC) District.**
3. The location of required setbacks, buffers and other restrictions:  
**All setbacks can be found on the Site Plan and buffers on the Landscape Plan (L-1).**
4. The location of any easements or rights-of-way;  
**All easements and rights-of-way can be found on the Topographic Survey Plan.**
5. The locations of existing structures and other existing improvements on the property including a description of the current use of the property;  
**There are not any structures currently on site.**
6. The locations of existing utilities on and adjacent to the property including sewers, water mains, stormwater facilities, gas mains, and electric and other telecommunication facilities;  
**All utilities mentioned above can be found on the Topographic Survey Plan.**
7. The location of the nearest source of a fire protection water supply (hydrant, fire pond, etc.)  
**There is a fire hydrant near the tee-turn on Commerce Drive, which is shown on the Site Plan.**
8. The general topography of the property indicating the general slope of the land and drainage patterns. The CEO and/or Planning Board may require a topographic survey of all or a portion of the property for projects involving the construction of new or expanded structures or site modifications.  
**A topographic survey is included with this submission..**
9. The location, type and extent of any natural resources on the property including wetlands, vernal pools, floodplains, waterbodies, significant wildlife habitats, rare or endangered plants or animals, or similar resources; and  
**Vaughn Smith flagged all wetlands on site and our surveyors located them onto the TS drawing. The Maine Department of Inland Fisheries & Wildlife have provided a letter indicating that there are not any significant wildlife habitats. The Department of Conservation has included a letter indicating that there are not any rare or endangered plants on the parcel.**
10. The location and type of any identified historic or archeological resource on the property.  
**The Maine Historical Preservation Committee has provided a letter stating that there are not any historical or archeological resources with this property for the previous applicant (Philbrook Steel) on this same lot.**



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

1. The estimated demand for water supply and sewage disposal together with the proposed location and provisions for water supply and wastewater disposal including evidence of soil suitability if on-site sewage disposal is proposed;  
**A letter has been received from Paul Gray of the Gardiner Water District indicating that the 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 a ditch in every direction and then it eventually flows into Pond #5 to the south of the parcel.**
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;  
**Vehicles will flow in a counter-clockwise direction around the building as shown on the site plan (C-1).**
6. The location and details for any signs proposed to be install or altered;  
**The only sign will be on the building as there are no free standing signs proposed.**
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.**
8. Provisions for landscaping and buffering; and  
**Buffering is shown on the landscape plan (L-1).**
9. Any other information necessary to demonstrate compliance with the review criteria or other standards of the Land Use Ordinance.  
**None at this time.**

c.) Evidence that the applicant has or can obtain all required permits necessary for the proposal.  
**ES Coffin Engineering will obtain all pertinent permits needed.**

**Additional Information Required:**

Building and structure drawings showing the footprint, height, front, side and rear profiles and all design features necessary to show compliance with this Ordinance;  
**The applicant's architect has provided the architectural drawings for the proposed building.**

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;  
**We have included a traffic report to show the a maximum of 22.7 peak hour trips associated with this development.**

An erosion and sedimentation control plan; and  
**The erosion & sedimentation control plan is shown on Sheet C-2.**

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.

**The parcel has been pre-approved for stormwater runoff with all runoff going to Pond #5 as shown on the Overall Plan by Oest.**

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.

**Building elevations are provided by the architect.**

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.

**Photographs are included for the proposed building.**

### **Survey Requirements**

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

**The parcel is within an approved subdivision with all boundaries shown on the subdivision plan.**

### **Additional Studies**

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



#### 4. Review Criteria

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

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

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 the applicable provisions of this 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 Pond 5 shown on the Phase I Lotting Plan by Oest Associates.

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, , etc. will be sent to the pump station at the end of Commerce Drive. The LHBP Phase I DEP permit allows the 16 lots to discharge up to 25,000 GPD to the City's wastewater treatment facility. A letter from Doug Clark (Director) of the Gardiner Sewage District is included indicating that the District has sufficient capacity to serve the proposed addition. The applicant is anticipating having up to 14 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 LHBP Phase I DEP permit allows the 16 lots to produce up to 1,660 tons per year 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.

The Maine Department of Inland Fisheries & Wildlife have provided a letter indicating that there are not any significant wildlife habitats. The Department of Conservation has included a letter indicating that there are not any rare or endangered plants on the parcel.

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

Vaughn Smith Associates has provided the wetland delineation and our surveyors located his wetland flags. This information is shown on the topographic plan included with this submission. A full NRPA permit application to the DEP is required because of the disturbance of 12,115 sf of wetlands. These wetlands can't be avoided because they run north and south through the middle of the parcel.

6.5.1.7 The proposal will provide for adequate storm water management.

Lot 15 has an allowable impervious area of 3.80 acres per the Phase I Overall Plan by Oest Associates dated August 1998. The new impervious area after this project has been constructed will be 2.60 acres. All lots in the LHBP have been pre-designed for stormwater with detention ponds already in place to provide treatment for quantity.

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 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 received from Paul Gray of the Gardiner Water District indicating that the 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 along Commerce Drive for domestic and fire suppression water services. The Gardiner Water District has the capacity per Paul Gray's letter to serve the proposed development. 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 storage with offices associated with the applicants operation. Pedestrians will not be able to walk around on site as this is a storage facility. Tractor trailer trucks can access and negotiate the site as needed as the site has been designed to allow 67' long tractor trailer trucks to enter off Commerce Drive and drive counter-clockwise around the proposed building and exit without multiple turning movements. 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 from Jerry Douglass (Public Works Director) stating that the project will not have any negative impacts to the public works department.

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 provide a financial statement indicating that they have adequate financing to complete the project.

#### 6.5.2 Site Plan Review Criteria

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

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

The parcel is surrounded by other commercial/industrial parcels except on the south side where it abuts Interstate 95. There are no design standards in the PIC District.

6.5.2.2 The proposal will not have an adverse impact upon neighboring properties;

The parcel is bordered on the north by Enterprise Drive and east by Commerce Drive. The configuration of the parcel failed to take into account the location of the wetland running down the middle of it. As a result the applicant is forced to impact these wetlands and have to pay \$4.85 a square foot on wetland impacts to be able to develop the site. 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 in accordance with the appropriate performance standards;

The project is required to implement a partial screen along Commerce and Enterprise Drive and a full screen along the rear and side property lines. The site plan depicts Option 3 with 3 canopy trees, 6 understory trees and 12 shrubs per 100 linear feet for the full screen option. The property line to the south side also require a full screen per the Land Use Ordinance (LUO), but there is already a buffer in place that meets this requirement. The nearest property line is over 120' away and the existing wooded areas meet or exceed the requirements of the LUO. We are proposing to use Partial Screen-Option #3 for the screening required along Commerce and Enterprise Drive. This option includes 6 understory trees and 6 shrubs per 100'



6.5.2.4 The building site and roadway design will harmonize with the existing topography and conserve natural surroundings and vegetation to the greatest practical extent such that filling, excavation and earth moving is kept to a minimum;

The existing curb cut at the end of Commerce Drive is at an elevation where it would require a 10' cut on the north side of the building. This would give the appearance of the building essentially sitting in a hole from the north and west sides of the development. Therefore we are proposing to eliminate this curb cut and mitigate the grade in this area. A new driveway will be implemented at the end of Commerce Drive and towards the intersection of Commerce and Enterprise Drives. This will help balance the cuts/fills on site and allow building expansion in the southerly direction. With the new entrance all traffic entering the site will flow in a counter-clockwise traffic movement around the building.

6.5.2.5 The proposal will reflect the natural capabilities of the site to support the development. Buildings, structures, and other features should be located in the areas of the site most suitable for development. Environmentally sensitive areas including waterbodies, steep slopes, floodplains, wetlands, significant plant and wildlife habitats, scenic areas, aquifers and archeological and historic resources shall be preserved to the maximum extent;

The proposed building is situated on the most desirable location on lot #15. It allows the building to be viewed from Enterprise Drive although the development does impact wetlands. Vaughn Smith Associates were hired to delineate the wetlands on site. Vaughn Smith flagged all wetlands on site and our surveyors located them onto the TS drawing. The Maine Department of Inland Fisheries & Wildlife have provided a letter indicating that there are not any significant wildlife habitats. The Department of Conservation has included a letter indicating that there are not any rare or endangered plants on the parcel.

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

There are not any sidewalks on Commerce Drive, Enterprise Drive or in the entire LHBP. The general public can drive into the site, find a parking space and enter the office area, but this entire site is geared towards storage and there are fork lifts and tractor trailer trucks moving continuously around the site. It would be very dangerous for any pedestrian access to occur in and around this site without an employee assisting them.

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

The proposed building is situated on site in one of the only locations available due to grades. There is parking along the north side of the building and storage along the east and south sides. There is not any "Rural Character" associated with the Libby Hill Business Park as there are only commercial and industrial uses. All proposed parking areas will be well landscaped as mentioned above.

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

There will not be multiple buildings on the parcel.

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

As mentioned above the existing access can't be used due to grades and two new access points have been implemented to try to mitigate these differences in elevations. The entrance to the building will be on the west side.



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

**There are not any building design standards in the PIC District and therefore this section is not applicable.**

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

**There are not any building design standards in the PIC District and therefore this section is not applicable.**

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

**The site is located off from a dead end road (Commerce Drive). The proposed site is being utilized for storage and offices associated with the applicants operation. Pedestrians will not be able to walk around on site as this is a storage facility. There is a picnic table shown adjacent to the office area. A retaining wall is proposed along the north and south sides of the site to help mitigate grades.**

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

**There are no drive-thru lanes associated with the project and this section is not applicable.**

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

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 across Commerce Drive to a new pole and then run underground to the northwest corner of the new building.**

8.8 Noise:

**The only noise generated form the operation will be from forklifts moving around the site.**

8.11 Bufferyard & Screening Standards:

**The project is required to implement a partial screen along Commerce and Enterprise Drive and a full screen along the rear and side property lines. The site plan depicts Option 3 with 3 canopy trees, 6 understory trees and 12 shrubs per 100 linear feet for the full screen option. The property line to the south side also require a full screen per the Land Use Ordinance (LUO), but there is already a buffer in place that meets this requirement. The nearest property line is over 120' away and the existing wooded areas meet or exceed the requirements of the LUO. We are proposing to use Partial Screen-Option #3 for the screening required along Commerce and Enterprise Drive. This option includes 6 understory trees and 6 shrubs per 100'**

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 in a southerly direction and enter into the existing riprap ditch before eventually ending up in Pond 5 as shown on the overall plan by Oest Associates.

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

10.24.5.7.2 Free Standing Signs:

N/A

6. **Waivers**

**Waiver of Submission Requirements**

The Planning Board may, for good cause shown and only upon the written request of an applicant specifically stating the reasons therefor, waive any of the application requirements provided such waiver will not unduly restrict the review process. The Planning Board may condition such a waiver on the applicant's compliance with alternative requirements. Good cause may include the Planning Board's finding that particular submissions are inapplicable, unnecessary, or inappropriate for a complete review. Notwithstanding the waiver of a submission requirement, the Planning Board may, at any later point in the review process, rescind such waiver if it appears that the submission previously waived is necessary for an adequate review. A request for a submission previously waived shall not affect the pending status of an application.

The applicant is asking for a waiver in regard to the amount of parking required. The Standards for 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 over 50 spaces. That does not make any sense for this use so we are asking for one space per employee for the proposed use. This would mimic the standard that the City of Augusta utilizes and is included for your use.

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# West Rac

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## Contracting Corp.

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January 15, 2021

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

Subject: Agent Authorization  
AUG Commerce Dist. 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 15 in the Libby Hill Business Park at the corner of Enterprise and Commerce Drive in Gardiner.

Sincerely,  
AUG Commerce Dist. LLC



Gary P. Krupnick  
Managing Member

**CONSTRUCTION MANAGEMENT • GENERAL CONTRACTING**  
687 Old Willets Path, Hauppauge, NY 11788 • (631) 435-1818 • Fax (631) 273-7673



CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from AUG Commerce Distr. LLC, a Delaware limited liability company, whose mailing address is 687 Old Willets Path, Suite C, Hauppauge, NY 11788-4118 (hereinafter called "Purchaser"), this January, 2021, the sum of Three Thousand Dollars (\$3,000.00) as earnest money deposit toward purchase and sale of certain real estate owned by City of Gardiner (hereinafter called the "Seller") and located at Commerce St in the city/town of Gardiner, County of Kennebec, State of Maine, described as follows: Lot 15, Map 7/Lot 15 with 10 acres, 3.5 acres developable and being more fully more described at said County Registry of Deeds in Book 9125, Page 310 (the "Property"), upon the terms and conditions indicated below.

1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable): None

2. PURCHASE PRICE/EARNEST MONEY: In consideration for such deed and conveyance Purchaser agrees to pay the total purchase price of \$ 59,950.00. Purchaser [ ] has delivered; or [x] will deliver to the [Agency] / [Escrow Agent] (cross out one) within 10 days of the Effective Date (as defined herein), a deposit of earnest money in the amount of \$ 3,000.00. Purchaser agrees that an additional deposit of earnest money in the amount of \$ 3,000.00 [NONE IF BLANK] will be delivered on or before February 8, 2021. If purchaser fails to deliver the initial and/or additional deposit in compliance with the above terms, then Seller may terminate this Contract after 5 business days' notice to Purchaser, and any deposit paid shall be returned to Purchaser. This right to terminate ends once Purchaser has delivered said deposit(s). The remainder of the purchase price shall be paid by Purchaser in immediately available funds at closing.

3. EARNEST MONEY/ACCEPTANCE: Trafton, Matzen, Belleau & Frenette LLP ("Escrow Agent") shall hold the earnest money in a non-interest bearing account and act as escrow agent until closing.

4. TITLE: Within 60 days of Effective Date (as same may be extended, the "Title Review Period"), Purchaser shall notify Seller in writing (the "Title Objection Notice") of any matters affecting title to the property that are objectionable to Purchaser in Purchaser's sole discretion ("Title Defects"). Purchaser shall be deemed to have waived the right to object to any matter affecting title as of the Effective Date, except for any mortgage, tax lien, mechanics' lien, judgment lien, or other liens encumbering the property (for which no objection is required), if Purchaser fails to specifically identify such matters in the Title Objection Notice (each matter not objected to being a "Permitted Encumbrance"). Within seven (7) days of Seller's receipt of the Title Objection Notice, Seller shall notify Purchaser in writing whether or not Seller elects to cure any of the matters identified in the Title Objection Notice. If Seller elects to cure certain Title Defects, Seller shall use good faith efforts to cure such Title Defects and shall have a period of not more than thirty (30) days after notice of Seller's election within which to cure any such Title Defects (the "Title Cure Period"), and the Closing Date shall be extended until five (5) days after the expiration of the Title Cure Period. Seller agrees that, after the Effective Date, it shall not permit or suffer encumbrance of the property with any liens, easements, leases or other encumbrances without Purchaser's prior written consent. On or before the Closing Date, Seller shall remove at its sole cost any such matters affecting the title to the property suffered or created by or consented to by Seller after the Effective Date that are not approved in writing by Purchaser. If Seller elects not to cure any Title Defects or if Title Defects which Seller elects to cure are not cured within the Title Cure Period, then Purchaser shall elect, by written notice to Seller on or before the Closing Date, as the same may be extended, either (i) to accept title to the property, subject to such uncured Title Defects without reduction of the purchase price and without any liability on the part of Seller therefor, in which case such Title Defects shall be Permitted Encumbrances, or (ii) to terminate this Contract, whereupon the earnest money immediately shall be returned to Purchaser, Seller shall reimburse Purchaser's third party costs, including without limitation, reasonable attorneys' fees, and neither party shall have any further obligations under this Contract.

5. DEED: In return for payment in full of the purchase price, Seller shall convey the property on the date which is thirty (30) days after Approvals (as such term is defined herein) (the "Closing Date") to Purchaser by Maine Statutory Short-Form Warranty Deed (the "Deed"), and the parties agree to execute and deliver on the Closing Date such other documents that are customary and/or reasonably necessary to complete the conveyance. It is a condition to Purchaser's obligations hereunder that title to the property shall be free and clear of all liens and encumbrances except for the following matters and otherwise in compliance with the requirements of this Contract: (i) zoning restrictions and land use laws and regulations and permits and approvals issued pursuant thereto provided they do not restrict Purchaser's intended use; (ii) current taxes and assessments attributable to periods from and after the Closing, which Purchaser shall be liable to pay; and (iii) any Permitted Encumbrance.

Page 1 of 5 Purchaser's Initials [Signature] Seller's Initials



- 6. LEASES/TENANT SECURITY DEPOSITS: Seller represents that there are no leases, licenses or other occupancy agreements affecting the Property, nor are there any tenants, lessees or parties in possession of or with a right of possession to all or any portion of the Property..
- 7. POSSESSION/OCCUPANCY: Possession/occupancy of property shall be given to Purchaser on the Closing Date.
- 8. RISK OF LOSS: Until transfer of title, the risk of loss or damage to the property by fire or otherwise is assumed by Seller unless otherwise agreed in writing. The property shall be in substantially the same condition at closing as it was on the Effective Date, excepting reasonable use and wear. If the property is materially damaged or destroyed prior to closing, Purchaser may either terminate this Contract and be refunded the earnest money deposit, or close this transaction and accept the property in its as-is condition together with an assignment of the Seller's right to any insurance proceeds relating thereto.
- 9. PRORATIONS: The following items shall be prorated as of the date of closing:
  - a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years;
  - b. Any other municipal fees, levies or liens;
  - c. Fuel;
  - d. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing;
  - e. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine;
  - f. Rents due by       N/A      , actual and estimated monthly common area maintenance charges, actual and estimated monthly property tax payments, and all other additional revenue received by Seller pursuant to leases of the property, in each case whether such amounts have been received by Seller or are due and payable pursuant to the relevant agreement(s); and
  - g.       N/A

10. DUE DILIGENCE: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Neither Seller nor the Licensees identified below make any representations or warranties regarding the condition, permitted use or value of Seller's real or personal property except as set forth herein. Purchaser's obligation to close under this Contract is conditioned upon Purchaser's satisfaction with its investigations of the property, which may without limitation include survey, environmental assessment, engineering studies, wetlands or soils studies, zoning compliance or feasibility, and code compliance, all within   60   days of Effective Date (as same may be extended, the "Inspection Period").

All investigations will be done by professionals chosen and paid for by Purchaser. If the result of any investigation is unsatisfactory to Purchaser, Purchaser may declare this Contract null and void by notifying Seller in writing within the specified number of days set forth above and the earnest money (including any Extension Payments, if applicable) shall be returned to Purchaser. If Purchaser does not notify Seller that Purchaser's investigation(s) is unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of any investigations(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the property. Purchaser agrees to restore any disturbance to the property caused by Purchaser's investigations, and Purchaser agrees to indemnify and hold Seller harmless for any claims, damages, losses or costs, including without limitation reasonable attorneys' fees incurred or suffered by Seller as a result of Purchaser's investigations of the property, which indemnification obligation shall survive termination or closing under this Contract.

11. INTENTIONALLY OMITTED

\_\_\_\_\_

\_\_\_\_\_

12. INTENTIONALLY OMITTED

13. BROKERAGE DISCLOSURE: Purchaser and Seller acknowledge they have been advised of the following relationships:

      Dennis Wheelock       of       KW Commercial/Magnusson Balfour        
 Licensee Agency

is a  Seller Agent  Purchaser Agent  Disc Dual Agent  Transaction Broker

      Chad Sylvester       of       Androvis Realty        
 Licensee Agency

is a  Seller Agent  Purchaser Agent  Disc Dual Agent  Transaction Broker

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





14. **DEFAULT:** If the sale of the property as contemplated hereunder is not consummated solely by reason of Purchaser's default hereunder, provided that Seller is then ready, willing and able to consummate the sale of the property as contemplated by this Contract and provided further that all conditions to Purchaser's obligation to consummate such purchase have been satisfied or waived by Purchaser, Seller shall be entitled, as its sole remedy, to terminate this Contract and receive the earnest money as full and complete liquidated damages for the breach of this Contract, it being agreed between the parties that the actual damages to Seller in the event of such breach are difficult to ascertain and/or prove and the earnest money is a reasonable estimate and forecast of such actual damages. The parties acknowledge that the payment of the earnest money is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller. In the event of an undisputed default by either party, the Escrow Agent may return the earnest money to the party entitled to it under this Contract, with written notice to both parties pursuant to Maine Real Estate Commission regulations. If a dispute arises between Purchaser and Seller as of the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, the Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by the Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the earnest money.
15. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract or the property addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the Maine Association of Dispute Resolution Professionals or its successor organization. This clause shall survive the closing of this transaction.
16. **PRIOR STATEMENTS:** This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.
17. **HEIRS/ASSIGNS:** This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of Seller and successors and assigns of Purchaser.
18. **COUNTERPARTS:** This Contract may be signed on any number of identical counterparts, including telefax copies and electronically transmitted copies with the same binding effect as if all of the signatures were on one instrument.
19. **EFFECTIVE DATE:** This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract. Seller or Licensees are given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties. Except as expressly set forth to the contrary, in this Contract, the use of the term "days" in this Contract, including all addenda made a part hereof, shall mean calendar days. Deadlines in this Contract, including all addenda, expressed as "within x days" or the like 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 pm, Eastern Time, on the last day counted.
20. **CONFIDENTIALITY:** Purchaser and Seller authorize the disclosure of the information herein to the Licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Purchaser and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their Licensees and attorneys prior to, at, and after the closing date.
21. A copy of this Contract is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, consult an attorney.
22. Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/2 % of the consideration unless Seller furnishes to Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of the State of Maine or the transfer is otherwise exempt from withholding.
23. **ADDENDA:** This Contract has addenda containing additional terms and conditions. Yes  No  Explain: \_\_\_\_\_  
Rider attached and made part hereof  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



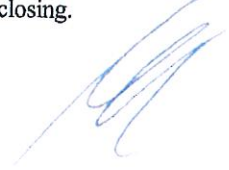


24. OTHER PROVISIONS:

This offer is subject to the approval of a 50,000-60,000 sq ft building with parking and outside storage on the 3.5 acres of developable land. Further, the Purchaser's obligations under this Contract are contingent on there being no zoning restrictions and/or land use laws and/or regulations that restrict the Purchaser's ability to use the Property for its intended use. The parties also hereby acknowledge and agree that the Seller shall pay all broker commissions/fees owed for their services provided in facilitating this purchase and sale, including Chad Sylvester's fee.

The parties agree that none of the above are collateral agreements. It is the intent of the parties that, except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive closing.

SIGNATURES APPEAR ON NEXT PAGE



AUG Commerce Distr. LLC  
Legal Name of Purchaser

86-1384382

Tax ID #

By: [Signature]  
Signature

GARY P. KRUPNICK MANAGING MEMBER  
Name/Title, thereunto duly authorized

Legal Name of Purchaser

Tax ID #

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

\_\_\_\_\_  
Name/Title, thereunto duly authorized

Seller accepts and agrees to the terms and conditions set forth in this Contract and agrees to pay the Licensees the commission for services according to the terms of the listing agreement or if there is no listing agreement, the sum of \_\_\_\_\_ In the event the earnest money is forfeited by Purchaser, it shall be evenly distributed between (1) Licensees and (2) Seller; provided, however, that the Licensees' portion shall not exceed the full amount of the commission specified.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

City of Gardiner  
Seller

Tax ID #

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

\_\_\_\_\_  
Name/Title, thereunto duly authorized

Seller

Tax ID #

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

\_\_\_\_\_  
Name/Title, thereunto duly authorized

EFFECTIVE DATE OF THIS CONTRACT: \_\_\_\_\_, 20\_\_\_\_

By signature hereof, Escrow Agent agrees to perform the obligations of Escrow Agent in accordance with applicable law, the applicable provisions of the rules of the Maine Real Estate Commission, and the terms and conditions set forth in this Contract.

Legal Name of Escrow Agent

Name/Title, thereunto duly authorized

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

[Signature]

**RIDER TO CONTRACT OF SALE FOR COMMERCIAL REAL ESTATE**

PREMISES:                    Lot 15, Map 7, City of Gardiner, Kennebec County, Maine

SELLER:                      City of Gardiner

BUYER:                        AUG Commerce Distr. LLC

1 In the event of any conflict between this Rider and the provisions of the form of Contract for the Sale of Commercial Real Estate ("Contract"), to which this Rider is annexed the provisions of this Rider shall be deemed to control. Any reference to "this Contract" in said form of Contract shall be deemed to include the provisions set forth in this Rider. All references to "Paragraphs" in this Rider refer to paragraphs in the Contract unless the context specifically indicates otherwise.

2 Approvals

a) Purchaser and Seller acknowledge that Purchaser is acquiring the Property with the intent of pursuing development approvals from the City of Gardiner, Maine and all other governmental or quasi-governmental agencies having jurisdiction over the Property or having authority over the approval process of the development thereof (collectively, the "Governmental Authorities") to allow the development and construction of an industrial building with outdoor storage to be used by Purchaser or one or more tenants on the Property (the "Intended Use"). During the term of this Contract, Purchaser shall have the right to seek permits and approvals for the Intended Use. Seller shall cooperate fully with the Purchaser at no cost to Seller in any and all applications, and appeals made or prosecuted by or on behalf of the Purchaser. Within two (2) business days of request therefor, Seller shall execute any and all documents, instruments, consents and authorizations requested by the Purchaser which shall be necessary or desirable with respect to the Applications, and generally cooperate with Purchaser in connection with its application; provided however, in no event shall Seller be required to certify the accuracy or completeness of any information contained in Purchaser's application which does not relate to the physical Property or Seller's ownership thereof.

- i. It is a condition precedent to this agreement that the Purchaser receive all necessary Federal, State, and Local municipal permits and approvals for the development of the land to construct a building and parking on the Property, as set forth herein. As soon as this Contract is fully executed, the Purchaser will have sufficient interest in the property to obtain permits and do investigations related to obtaining local permits.
- ii. Additionally, the Purchaser agrees to construct a building, with +/- 50,000 to 60,000 square feet, on the Property within two years from the closing date. If there is no building on the Property after two years, the Purchaser agrees to pay the increased Accessed Tax Value on the Property as though the building was constructed as per building permit plans.



- iii. It is a condition precedent to this agreement that the Purchaser receive a Credit Enhancement Agreement (CEA) from the City of Gardiner to help offset the cost of the building projects. The entire building package is estimated to be

b) As a condition to both Seller's and Purchaser's obligations to Closing, Purchaser shall have received approvals from the applicable Governmental Authorities of the site development plan for the development of the Property (the "Approvals"). In the event that Purchaser shall have properly and diligently applied for and pursued Approvals, and such Approvals shall not have been received by the expiry of the Inspection Period, then Purchaser may elect, at Purchaser's sole option, upon written notice (each, an "Extension Notice") delivered to Seller's attorney by email no later than 5:00 pm Eastern Standard Time on the expiration of the Inspection Period (as same may be extended), to extend the Inspection Period for up to two (2) additional periods of sixty (60) days each (each, an "Extension Period"). If Purchaser elects to extend the Inspection Period as set forth above, Purchaser shall deliver to Escrow Agent within five business days of providing each Extension Notice an extension amount of one thousand five hundred (\$1,500.00) dollars (each, an "Extension Fee"). Each Extension Fee, when deposited, shall be deemed to be part of the Earnest Money. Escrow Agent shall hold all funds delivered pursuant to this Section 2 in accordance with all applicable laws, rules and the terms set forth in the Contract.

c) Notwithstanding anything to the contrary contained herein, if at any time during the period that Purchaser is seeking approvals for its intended development of the Property an injunction, moratorium or other legal impediment of general application (collectively referred to herein as a "Moratorium") is imposed (whether by action of public authority or pursuant to private action) that either precludes Purchaser from proceeding with the approval process and/or would preclude Purchaser from constructing, developing or operating its proposed project after Closing even if Purchaser did obtain all approvals, then the time periods provided herein for obtaining Approvals shall be extended by one (1) day for each day that such Moratorium remains in effect. At such time as any such Moratorium is lifted the time periods available to Purchaser hereunder shall be restarted. The foregoing provisions shall be deemed to override and control any provision hereof that specifies any particular dates for the approval process to be completed, which shall be postponed as provided above in the event of any Moratorium.

3 Default. Supplementing the provisions of Paragraph 14 of the Contract, if the sale of the Property as contemplated hereunder is not consummated solely by reason of Seller's default hereunder, provided Purchaser is then ready, willing and able to consummate the sale of the Property as contemplated by this Contract, Purchaser may elect to receive a return of its deposit without thereby waiving any action for damages or in equity resulting from Seller's breach and may seek to recover such damages or seek specific performance. Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have 10 business days after delivery of such notice to cure the non-compliance.

4 Representations and Warranties of Seller. Seller represents and warrants to Purchaser as follows, all of which are material, and none of which survive Closing unless expressly set forth herein. All representations will be true today and at Closing as if made at Closing:

(a) Seller has all requisite power and necessary licenses and permits to own the Property, and has all necessary power and authority to enter into and carry out this Agreement according to its terms.

(b) This Agreement has been duly authorized, executed and delivered and constitutes a legal and binding obligation of Seller, enforceable in accordance with its terms.

(c) There is no litigation, proceeding or investigation pending, or to the knowledge of Seller, threatened against or affecting Seller or the Property that might affect or relate to the validity of this Agreement, any action taken or to be taken pursuant hereto, whether or not fully covered by insurance. No taking of the whole or any part of the Property or any interest of Seller therein is contemplated.

(d) The Property to be purchased and sold pursuant to this Agreement is owned of record by Seller; there are no leases or other occupancy agreements affecting the Property and the Property is vacant, free and clear of any tenants or other occupants.

(e) With respect to the environmental condition of the Property, (i) there is no notice of any claims, actions, suits, proceedings or investigations, nor any order, decree or judgment, in law or in equity, pending or in effect, and to the best of Seller's knowledge there are none threatened or contemplated against, by or affecting the Property or Seller; and (ii) to the best of Seller's knowledge, no event has occurred prior to the date of this Agreement which would provide a reasonable basis for any such claim, action, suit, proceeding or investigation against Seller or any predecessor in title of Seller.

(f) Between the date hereof and the Closing, Seller will do nothing to cause any violations of any laws, municipal ordinances, orders, building code regulations or other regulations or restrictions issued by any governmental department having jurisdiction over the Property for the use or improvement thereof.

(g) Seller will not sell, encumber, convey, assign or release all or part of the Property or take or cause to be taken any actions in conflict with this Agreement at any time between the date hereof and the Closing unless this Agreement is terminated pursuant to its terms.

(h) Neither the entering into of this Agreement nor the consummation of the transactions contemplated hereby will constitute a result or breach by Seller of any contract, judgment, order, writ, injunction or decree issued against or imposed upon it, nor will result in a violation of any applicable law, order, rule or regulation of any governmental authority. There is no action, suit, proceeding or investigation pending which would become a cloud on the title to the Property or any portion thereof or which questions the validity or enforceability of the transactions contemplated by this Agreement or any action taken pursuant hereto in any court or



before or by any federal, district, county or municipal department, commission, board, bureau, agency or other governmental instrumentality.

(i) As of the date hereof and as of Closing, there are and will be no written maintenance or management agreements or other written agreements, for the furnishing of services or the supply of materials, in effect with respect to or affecting the Property and there are and will be no persons employed in connection with the maintenance of the Property.

(j) There are no licenses or permits held by Seller in connection with the ownership and operation of the Property.

(k) There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending against or contemplated by or against Seller, and to the knowledge of Seller, no such actions have been threatened against it.

(l) Notwithstanding anything to the contrary herein, the representations set forth in this Paragraph 4 shall survive Closing for one (1) year.

5 1031 Exchange. The parties mutually agree that Purchaser may structure this transaction as part of an exchange in such a manner as shall qualify under the provisions of the Internal Revenue Service Code of 1986, Section 1031, as amended. Seller agrees to reasonably assist and cooperate in such tax deferred exchange, provided however, that (i) any action taken in connection with such tax deferred exchange or requested of such party shall not result in any cost, expense or liability on the part of such party; and (ii) the consummation of such exchange shall not delay the Closing hereunder. Purchaser expressly reserves its right to assign its rights, but not its obligations hereunder to a qualified intermediary on or before the Closing Date. Purchaser shall bear all of its own costs and/or expenses not anticipated by this Contract or occasioned by the exchange.

Balance of page intentionally blank; signatures follow



IN WITNESS WHEREOF, the undersigned parties have duly executed this Rider as of the date set forth in the Contract.

SELLER:

CITY OF GARDINER

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

Title:

PURCHASER:

AUG COMMERCE DISTR. LLC

By: 

Gary P. Krupnick, Manager

The undersigned acknowledges and accepts the terms set forth in Section 3 above:

Trafton, Matzen, Belleau & Frenette LLP

By: \_\_\_\_\_

Name:

Title:



**TRANSFER  
TAX  
PAID**

**WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, **029355**

THAT GARDINER BOARD OF TRADE, a Maine non-profit corporation with a place of business at Gardiner, County of Kennebec and State of Maine,

in consideration of one dollar and other valuable consideration,

paid by THE INHABITANTS OF THE MUNICIPALITY OF GARDINER a body corporate, located at Gardiner, County of Kennebec and State of Maine,

whose mailing address is 6 Church Street, Gardiner, Maine 04345,

the receipt whereof it does hereby acknowledge, does hereby GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the said THE CITY OF GARDINER, its successors and assigns forever,

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the aforegranted and bargained premises with all the privileges and appurtenances thereof, to the said THE INHABITANTS OF THE MUNICIPALITY OF GARDINER, its successors and assigns, to its use and behoof forever.

AND it does COVENANT with the said Grantee, its successors and assigns, that it is lawfully seized in fee of the premises, that it is free of all encumbrances except as hereinbefore set forth; that it has good right to sell and convey the same to the said Grantee to hold as aforesaid; and that it shall and will WARRANT and DEFEND the same to the said Grantee, its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, GARDINER BOARD OF TRADE has caused this Instrument to be executed by Arthur Markos, its President, thereunto duly authorized this 12<sup>th</sup> day of December 1995.

Signed, Sealed and Delivered  
in presence of

*Linda J. Senneker*

GARDINER BOARD OF TRADE

BY: *Arthur Markos*  
Arthur Markos, President

Those certain premises, locally known as the Gardiner Board of Trade Industrial Park situate in the City of Gardiner, County of Kennebec and State of Maine, and more particularly described as follows:

Two certain lots or parcels of land situate on the southerly side of Route 201, known as Old Brunswick Avenue, and the westerly side of the Libby Hill Road in said Gardiner, bounded and described as follows: Being those two lots or parcels of land designated Gardiner Board of Trade and delineated on Plan of Survey entitled, Property of Gardiner Board of Trade, Gardiner, Maine, Property Survey dated September, 1970, by Boothbay Engineering Services, Inc., to which reference is made for a more particular description and to Kennebec Registry of Deeds, Plan Book 40, Page 3, showing the location of the right-of-way to said property from U. S. Route 201, and containing one hundred forty-three (143) acres, more or less, and being those lots or parcels of land conveyed to the Gardiner Board of Trade by Kenneth W. Noble, Sr. by Warranty Deed dated March 17, 1969 and recorded in the Kennebec County Registry of Deeds in Book 1489, Page 88; and by Joshua A. McLaughlin, Jr. by Warranty Deed dated March 3, 1967, and recorded in the Kennebec County Registry of Deeds in Book 1438, Page 50.

Excepting and reserving that real estate containing thirteen (13) acres, more or less, which was acquired by the State of Maine under eminent domain.

Also excepting and reserving to Gardiner Board of Trade, its successors and assigns, a certain parcel of land containing twenty-one (21) acres, more or less, and located on the westerly side of the said Libby Hill Road, and more particularly described as follows, to-wit:

All that real estate situated between the westerly side of the Libby Hill Road and a line projected in a general southerly direction from Point C delineated on the aforesaid Plan of Survey entitled, Property of Gardiner Board of Trade, Gardiner, Maine, Property Survey, to the northwest corner of land now or formerly of Waterhouse, also delineated on the aforesaid Plan of Survey. This reserved parcel of land is bounded on the North by land now or formerly of one Dessler, and by land now or formerly of one Brann; on the East by land now or formerly of the Gardiner Grange, by land now or formerly of one Kirk, by the Libby Hill Road, by land now or formerly of one Slocomb, by land now or formerly of one Holt, and by land now or formerly of one Lamothe; on the South by land now or formerly of one Wallace; and on the West by the above-described land herein conveyed.

Meaning and intending hereby to convey the same premises conveyed to S. A. Klein Associates II by warranty deed from Gardiner Board of Trade dated December 8, 1978 and recorded in Book 2170, Page 109 of the Kennebec County Registry of Deeds.

RECEIVED KENNEBEC

95 DEC 14 PM 1:35

WITNESSE: *Chambers*  
REGISTER OF DEEDS

**Client Name:**

PODS

**Project No.**

21-003

**Photo No. 1**

**Date:** 3-10-2020

**Site Location:**

LHBP  
Commerce Drive  
Gardiner, Maine

**Description:**

Elevation of a PODS facility.



**Photo No. 2**

**Date:** 3-10-2020

**Site Location:**

LHBP  
Commerce Drive  
Gardiner, Maine

**Description:**

Exterior canopy at office location.





**Client Name:**

PODS

**Project No.**

21-003

**Photo No. 3**

**Date:** 3-10-2020

**Site Location:**

LHBP  
Commerce Drive  
Gardiner, Maine

**Description:**

Inside showing  
overhead door and  
storage area.



**Photo No. 4**

**Date:** 3-10-2020

**Site Location:**

LHBP  
Commerce Drive  
Gardiner, Maine

**Description:**

Interior showing PODS  
being stored.





**Client Name:**

PODS

**Project No.**

21-003

**Photo No. 5**

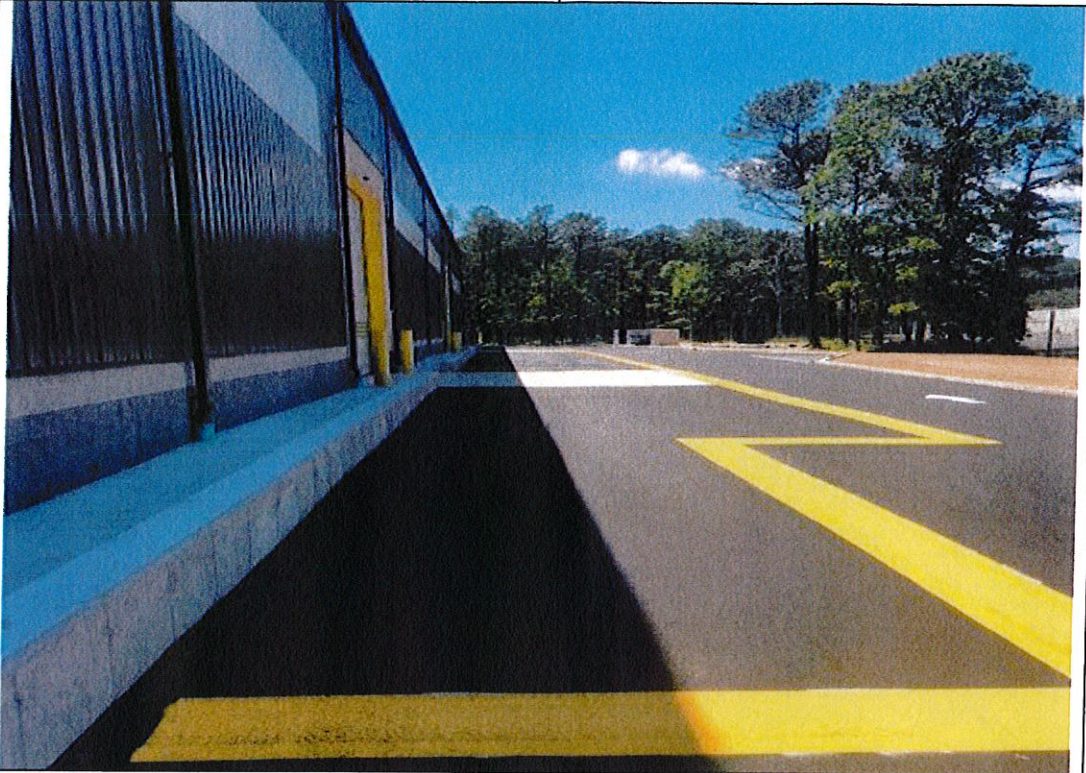
**Date:** 3-10-2020

**Site Location:**

LHBP  
Commerce Drive  
Gardiner, Maine

**Description:**

Exterior view of the east side of the proposed building.



**Photo No. 6**

**Date:** 3-10-2020

**Site Location:**

LHBP  
Commerce Drive  
Gardiner, Maine

**Description:**

Exterior view of the building depicting roof leaders.







Town of Farmingdale		
Map	Lot	Owner
7	18A-1, 2 &3	PMP REALTY, LLC. PO Box 600 Gardiner ME 04345
7	18A-5	KNG HOLDINGS LLC. 99 Enterprise Ave. Gardiner ME 04345
7	18A-14	HARPER'S II LLC. PO Box 324 Hallowell ME 04347
7	18A-16	BLACK DIAMOND CONSULTANTS INC 312 Water Street Gardiner ME 04345
2	20-21	AUBURN ASPHALT, LLC. PO Box 91 Sunderland, MA 01375
		CITY OF GARDINER 6 Church Street Gardiner ME 04345



TO: Abutting property owners  
FROM: AUG Commerce Distr., LLC.  
SUBJECT: Planning Board Meeting /Public Hearing  
Storage

I have submitted an application to the Planning Board seeking approval to erect a 50,400 sf building (storage) located on Commerce Drive in the Libby Hill Business Park. It is within the Planned Industrial Commercial & Rural (PIC) Zoning Districts, City Tax Map 007, Lot 18A-15. The date of the meeting is March 09, 2021 at 6:00 PM via Zoom Video Conferencing. Please refer to the attached letter from the City of Gardiner for more information regarding this meeting.

City of Gardiner  
Planning Board Meeting  
Tuesday, March 9<sup>th</sup>, 2021 @ 6:00 PM  
Via Video Conference ZOOM

Public Hearing – for Site Plan Review

AUG Commerce Distr. LLC., has a purchase/sale agreement for lot 18A-15 on Tax Map 7 in the Libby Hill Business Park. The lot is zoned in the Planned Industrial Commercial (PIC) District. The applicant is seeking Planning Board approval to erect a new building (50,400 sf) along with associated paved areas to support their storage business. The new building will contain storage area, offices, bathrooms.

*In accordance with An Act To Implement Provisions Necessary to the Health, Welfare and Safety of the Citizens of Maine in Response to the COVID-19 Public Health Emergency, as enacted to read: Sec. G-1 1 MRSA §403-A Public proceedings through remote access during declaration of state of emergency due to COVID-19, the meeting will be limited to staff only, while members of the Planning Board and other staff will be conferenced in and have the ability to participate. The meeting will be recorded and made available live on the city's website for public access.*

We are asking that people review the materials online at <https://www.gardinermaine.com/planning-board/agenda/planning-board-agenda-6> and provide comments or concerns prior to the meeting to [tdesjardins@gardinermaine.com](mailto:tdesjardins@gardinermaine.com) or by calling 582-6888. Providing comments outside of the meeting will ensure the Board can consider the public comments. If you wish to participate in person, we will work with you to allow attendance virtually through Zoom Conference Services. Please RSVP of your attention so we can accommodate.





MAINE HISTORIC PRESERVATION COMMISSION  
55 CAPITOL STREET  
65 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333

JANET T. MILLS  
GOVERNOR

KIRK F. MOHNEY  
DIRECTOR

April 30, 2020

Mr. James E. Coffin  
E.S.Coffin  
PO Box 4687  
Augusta, ME 04330

Project: MHPC# 0637-20 Philbrook Steel Inc; Lot 15; Libby Hill Business Park  
Construct New 14,400 SF Manufacturing Building  
Town: Gardiner, ME

Dear Mr. Coffin:

In response to your recent request, I have reviewed the information received April 24, 2020 to initiate consultation on the above referenced project.

Based on the information provided, I have concluded that there are no National Register eligible properties on or adjacent to the parcels. In addition, the project area is not considered sensitive for archaeological resources.

Please contact Megan M. Rideout of our staff, at [megan.m.rideout@maine.gov](mailto:megan.m.rideout@maine.gov) or 207-287-2992, if we can be of further assistance in this matter.

Sincerely,

Kirk F. Mohney  
State Historic Preservation Officer



JANET T. MILLS  
GOVERNOR

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

AMANDA E. BEAL  
COMMISSIONER

February 3, 2021

James Coffin  
ES Coffin  
PO Box 4687  
Augusta, ME 04330

Via email: [jcoffin@coffineng.com](mailto:jcoffin@coffineng.com)

Re: Rare and exemplary botanical features in proximity to: #2017-018, AUG Commerce Distr., LLC, Libby Hill Business Park Lot 15, Gardiner, Maine

Dear Mr. Coffin:

I have searched the Maine Natural Areas Program's Biological and Conservation Data System files in response to your request received February 3, 2021 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) 287-804490  
WWW.MAINE.GOV/DACF/MNAP



Letter to ES Coffin  
Comments RE: AUG Commerce, Gardiner  
February 3, 2021  
Page 2 of 2

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](mailto:lisa.st.hilaire@maine.gov)

Rare and Exemplary Botanical Features within 4 miles of

Project: #2017-018, AUG Commerce, Libby Hill Business Park, Gardiner, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Alpine Rush	SC	S3	G5T5	1908	4	Non-tidal rivershore (non-forested, seasonally wet)
American Ginseng	E	S3	G3G4	1989	33	Hardwood to mixed forest (forest, upland)
	E	S3	G3G4	1912-07	17	Hardwood to mixed forest (forest, upland)
Broad Beech Fern	SC	S2	G5	1912-08-09	10	Hardwood to mixed forest (forest, upland)
Columbia Water-meal	SC	S2	G5	2007-08-14	5	Open water (non-forested, wetland)
Eaton's Bur-marigold	SC	S2	G3	2013-10-04	29	Tidal wetland (non-forested, wetland)
Estuary Bur-marigold	SC	S3	G4	2013-10-04	30	Tidal wetland (non-forested, wetland)
Freshwater Tidal Marsh	<null>	S2	G4?	2013-09-10	16	Tidal wetland (non-forested, wetland)
Parker's Pipewort	SC	S3	G3	2013-10-04	16	Tidal wetland (non-forested, wetland)
Pygmyweed	SC	S2S3	G5	2013-10-04	17	Open water (non-forested, wetland)
Spongy-leaved Arrowhead	SC	S3	G5T4	2013-10-04	15	Tidal wetland (non-forested, wetland)
Upper Floodplain Hardwood Forest	<null>	S3	GNR	2016-05-23	46	Forested wetland



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Rare and Exemplary Botanical Features within 4 miles of

Project: #2017-018, AUG Commerce, Libby Hill Business Park, Gardiner, Maine

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Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Water Stargrass	SC	S3	G5	2002-09-12	11	Open water (non-forested, wetland)
Wild Garlic	SC	S2	G5	2016-05-23	26	Forested wetland, Hardwood to mixed forest (forest, upland)

### STATE RARITY RANKS

- S1** Critically imperiled in Maine because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extirpation from the State of Maine.
- S2** Imperiled in Maine because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- S3** Rare in Maine (20-100 occurrences).
- S4** Apparently secure in Maine.
- S5** Demonstrably secure in Maine.
- SU** Under consideration for assigning rarity status; more information needed on threats or distribution.
- SNR** Not yet ranked.
- SNA** Rank not applicable.
- S#?** Current occurrence data suggests assigned rank, but lack of survey effort along with amount of potential habitat create uncertainty (e.g. S3?).

**Note:** **State Rarity Ranks** are determined by the Maine Natural Areas Program for rare plants and rare and exemplary natural communities and ecosystems. The Maine Department of Inland Fisheries and Wildlife determines State Rarity Ranks for animals.

### GLOBAL RARITY RANKS

- G1** Critically imperiled globally because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extinction.
- G2** Globally imperiled because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- G3** Globally rare (20-100 occurrences).
- G4** Apparently secure globally.
- G5** Demonstrably secure globally.
- GNR** Not yet ranked.

**Note:** **Global Ranks** are determined by NatureServe.

### STATE LEGAL STATUS

**Note:** State legal status is according to 5 M.R.S.A. § 13076-13079, which mandates the Department of Conservation to produce and biennially update the official list of Maine's **Endangered** and **Threatened** plants. The list is derived by a technical advisory committee of botanists who use data in the Natural Areas Program's database to recommend status changes to the Department of Conservation.

- E** ENDANGERED; Rare and in danger of being lost from the state in the foreseeable future; or federally listed as Endangered.
- T** THREATENED; Rare and, with further decline, could become endangered; or federally listed as Threatened.

### NON-LEGAL STATUS

- SC** SPECIAL CONCERN; Rare in Maine, based on available information, but not sufficiently rare to be considered Threatened or Endangered.
- PE** Potentially Extirpated; Species has not been documented in Maine in past 20 years or loss of last known occurrence has been documented.

Visit our website for more information on rare, threatened, and endangered species!  
<http://www.maine.gov/dacf/mnap>



## ELEMENT OCCURRENCE RANKS - EO RANKS

Element Occurrence ranks are used to describe the quality of a rare plant population or natural community based on three factors:

- **Size**: Size of community or population relative to other known examples in Maine. Community or population's viability, capability to maintain itself.
- **Condition**: For communities, condition includes presence of representative species, maturity of species, and evidence of human-caused disturbance. For plants, factors include species vigor and evidence of human-caused disturbance.
- **Landscape context**: Land uses and/or condition of natural communities surrounding the observed area. Ability of the observed community or population to be protected from effects of adjacent land uses.

These three factors are combined into an overall ranking of the feature of **A, B, C, or D**, where **A** indicates an **excellent** example of the community or population and **D** indicates a **poor** example of the community or population. A rank of **E** indicates that the community or population is **extant** but there is not enough data to assign a quality rank. The Maine Natural Areas Program tracks all occurrences of rare (S1-S3) plants and natural communities as well as A and B ranked common (S4-S5) natural communities.

**Note:** **Element Occurrence Ranks** are determined by the Maine Natural Areas Program for rare plants and rare and exemplary natural communities and ecosystems. The Maine Department of Inland Fisheries and Wildlife determines Element Occurrence ranks for animals.

Visit our website for more information on rare, threatened, and endangered species!  
<http://www.maine.gov/dacf/mnap>



# GARDINER WATER DISTRICT

P.O. Box 155 • Gardiner, Maine 04348 • 207-582-5500 • Fax: 207-582-5901

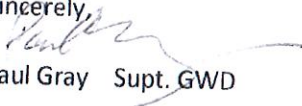
February 1, 2021

James Coffin  
E.S. Coffin Engineering  
432 Cony Rd.  
PO Box 4687  
Augusta Me. 04330

Dear Jim,

The Gardiner Water District has the hydraulic capacity to serve the proposed "Pods" development to be located at lot #15 of the Libby Hill Business Park. The proposed development will have no adverse affect on operations of the Water District.

Sincerely,

  
Paul Gray Supt. GWD



Planning Board  
City of Gardiner  
6 Church Street  
Gardiner, ME 04345

February 1, 2021

Dear Planning Board,

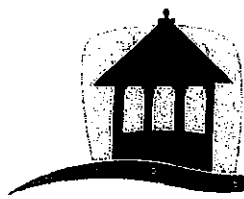
Please be advised that the proposed sanitary sewerage flow addition for up to 14 employees for the proposed Portable On Demand Storage System (PODS) building in Lot #15 at the end of Commerce Drive in the Libby Hill Business Park can be adequately handled by the City of Gardiner wastewater transport and treatment system based on data from the New England Interstate Water Pollution Control Commission (NEIWPCC) TR-16 Design Guide Manual For Wastewater Treatment Systems. TR-16 calls for 70 gallons per person per day for residential customers and I use half that amount or 35 gallons per person per day for business/office/warehouse establishments. The North Carolina Manual uses 25 gallons per person per day. (8 hour shift)

There is an existing 6 inch gravity sewer service connection pipe in the paved turnout at the end of Commerce Drive serving the lot and all the applicant needs to do is connect to it.

Please let me know if you need any further information.

Best regards,

Douglas E. Clark  
Wastewater Director  
City of Gardiner, Maine



CITY OF  
**Gardiner**

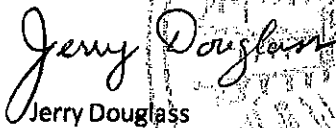
*Moving Forward*

Feb 1, 2021

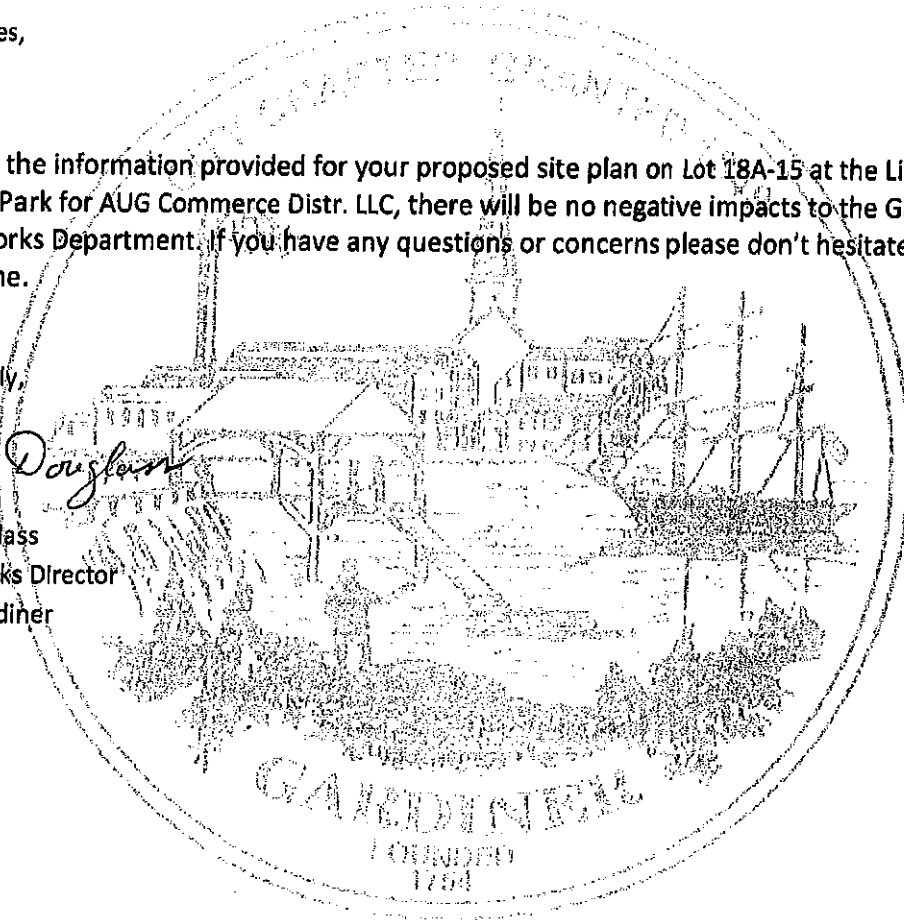
Dear James,

Based on the information provided for your proposed site plan on Lot 18A-15 at the Libby Hill Business Park for AUG Commerce Distr. LLC, there will be no negative impacts to the Gardiner Public Works Department. If you have any questions or concerns please don't hesitate to contact me.

Respectfully,



Jerry Douglass  
Public Works Director  
City of Gardiner







Planning Board  
City of Gardiner  
6 Church Street  
Gardiner, ME 04345

February 1, 2021

Dear Planning Board,

Please be advised that the proposed sanitary sewerage flow addition for up to 14 employees for the proposed Portable On Demand Storage System (PODS) building in Lot #15 at the end of Commerce Drive in the Libby Hill Business Park can be adequately handled by the City of Gardiner wastewater transport and treatment system based on data from the New England Interstate Water Pollution Control Commission (NEIWPCC) TR-16 Design Guide Manual For Wastewater Treatment Systems. TR-16 calls for 70 gallons per person per day for residential customers and I use half that amount or 35 gallons per person per day for business/office/warehouse establishments. The North Carolina Manual uses 25 gallons per person per day. (8 hour shift)

There is an existing 6 inch gravity sewer service connection pipe in the paved turnout at the end of Commerce Drive serving the lot and all the applicant needs to do is connect to it.

Please let me know if you need any further information.

Best regards,

Douglas E. Clark  
Wastewater Director  
City of Gardiner, Maine

## Angelia Christopher

---

**From:** James Coffin <jcoffin@coffineng.com>  
**Sent:** Tuesday, March 2, 2021 2:33 PM  
**To:** Angelia Christopher  
**Subject:** FW: PODS

Hi Angelia,  
An email from Rick Sieberg is shown below.  
Thanks,  
Jim

**From:** Rick Sieberg [mailto:rick.sieberg@gardinermaine.com]  
**Sent:** Friday, February 05, 2021 12:37 PM  
**To:** James Coffin  
**Subject:** RE: PODS

Jim,

I do not see any problems for the Fire Department with this proposed project.

### **Rick Sieberg**

Fire Chief | City of Gardiner  
6 Church Street  
Gardiner, ME 04345  
C: 207-620-0217  
p: 207-582-4535  
e: [rick.sieberg@gardinermaine.com](mailto:rick.sieberg@gardinermaine.com)

**From:** James Coffin <jcoffin@coffineng.com>  
**Sent:** Friday, January 29, 2021 2:40 PM  
**To:** Rick Sieberg <rick.sieberg@gardinermaine.com>  
**Subject:** PODS

Hi Chief Sieberg,  
I've attached a letter and preliminary site plan for PODS, let me know if you have any questions.  
Thanks,  
Jim

### **James E. Coffin, P.E.**

Vice President  
E.S. Coffin Engineering & Surveying, Inc.  
P.O. Box 4687 432 Cony Road  
Augusta, Maine 04330  
(207) 623-9475 Phone  
1-800-244-9475 Toll Free  
(207) 623-0016 Fax



**GARDINER POLICE DEPARTMENT**  
**POLICE \* COMMUNICATIONS**



Chief James M. Toman

February 11, 2021

Gardiner Code Enforcement  
Gardiner Planning Board  
6 Church Street  
Gardiner, Maine 04345

Gardiner Planning Board Members:

I have recently reviewed the site plan as submitted by E.S. Coffin Engineering & Surveying, Inc. as it pertains to the proposed development and new construction, of 50,400 sf storage building for PODS in Lot 15 in the Libby Hill Business Park.

After reviewing the plans, I find that the planned construction/development of lot 15 area appears to meet the site distance for traffic entering and exiting the proposed facility as required by MDOT standards. As long as all established traffic standards are met by the developers, the Gardiner Police Department has no concerns with the proposed development of the area. It is not anticipated that this project will have any negative impact on the services that the Gardiner Police Department provides.

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

Sincerely,

Chief James M. Toman  
Gardiner Police Department  
City of Gardiner





William J. Newham, III  
Dime Community Bank  
Senior Vice President  
898 Veterans Memorial Highway  
Hauppauge, NY 11788  
[william.newham@dime.com](mailto:william.newham@dime.com)  
(631) 537-1000, ext. 8276

February 10, 2021

Chairman & Members of the Town Board  
Gardiner, ME 04345

Re: PODS Facility  
Gardiner, ME  
Lot #15 at Libby Hill

Dear Chairman & Members of the Town Board:

I am writing to you on behalf of Mr. Gary Krupnick and the development of various distribution centers for PODS Enterprises, LLC. Mr. Krupnick has an established relationship with Dime Community Bank who has provided all construction and permanent mortgage financing to various companies owned and controlled by Mr. Krupnick to date. All of the credit has been handled in a satisfactory manner and paid as agreed.

After discussing the basic economics of the proposed transaction to be secured by the above referenced property, Lot #15 and the proposed improvements, Dime Community Bank is actively working with Mr. Krupnick to provide construction and permanent mortgage financing to develop the project. I am confident, barring no material changes to the proposed scope of the project or financing requirements, that Dime Community Bank would have a continued high level of interest in providing the necessary financing.

Should you have any questions, please feel free to call me directly at (631) 537-1000, xt. 8276.

Sincerely yours,

A handwritten signature in black ink, appearing to read "W. Newham, III".

William J. Newham, III  
Senior Vice President  
Commercial Real Estate Lending

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



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

February 03, 2021

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

Subject: AUG Commerce Distr. LLC.  
Traffic Report

Dear Ms. Willis,

AUG Commerce Distr. LLC., herein called the applicant has a purchase/sale agreement with the City of Gardiner for Lot 15 in the Libby Hill Business Park. The 10.6 acre parcel is in the Planned Industrial Commercial (PIC) District and is shown as Lot 18A-15 on Tax Map 7 in the City of Gardiner Tax Maps.

The applicant is proposing to construct a new 50,400 sf building that will be utilized to store PODs. PODs will lease the building from the applicant and the building will contain offices, bathrooms, etc. There will be outside storage for empty PODs on the east side of the building with a Phase II 15,500 sf addition proposed on the south side of the building. The main use of the building will be to store PODs with access around the entire building and the will be entire building will be sprinkled.

There isn't a section for storage in the 8<sup>th</sup> 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 (8<sup>th</sup> addition) under "Warehousing" and are shown below:

Based on Building Size (50,400 sf):

AM Peak Hour Rate = 0.42

$(50,400 \text{ sf}/1,000 \text{ sf}) \times 0.42 = 21.2$  peak hour trips.

PM Peak Hour Rate = 0.45

$(50,400 \text{ sf}/1,000 \text{ sf}) \times 0.45 = 22.7$  peak hour trips.

**Maximum Peak Hour Trips = 22.7 (PM)**

*Professionals Delivering Quality Solutions*





# Warehousing (150)

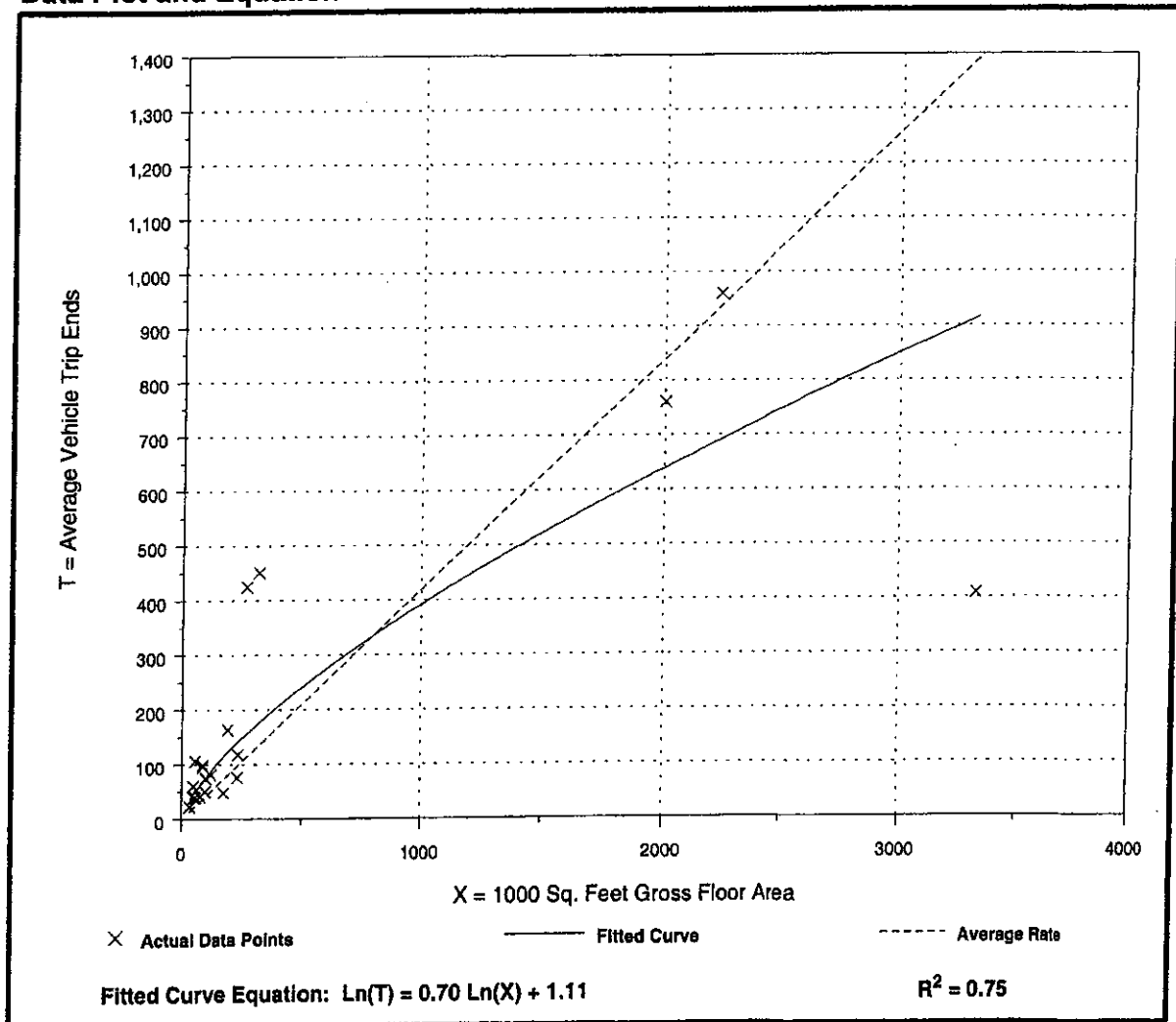
**Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area**  
**On a: Weekday,**  
**A.M. Peak Hour of Generator**

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)

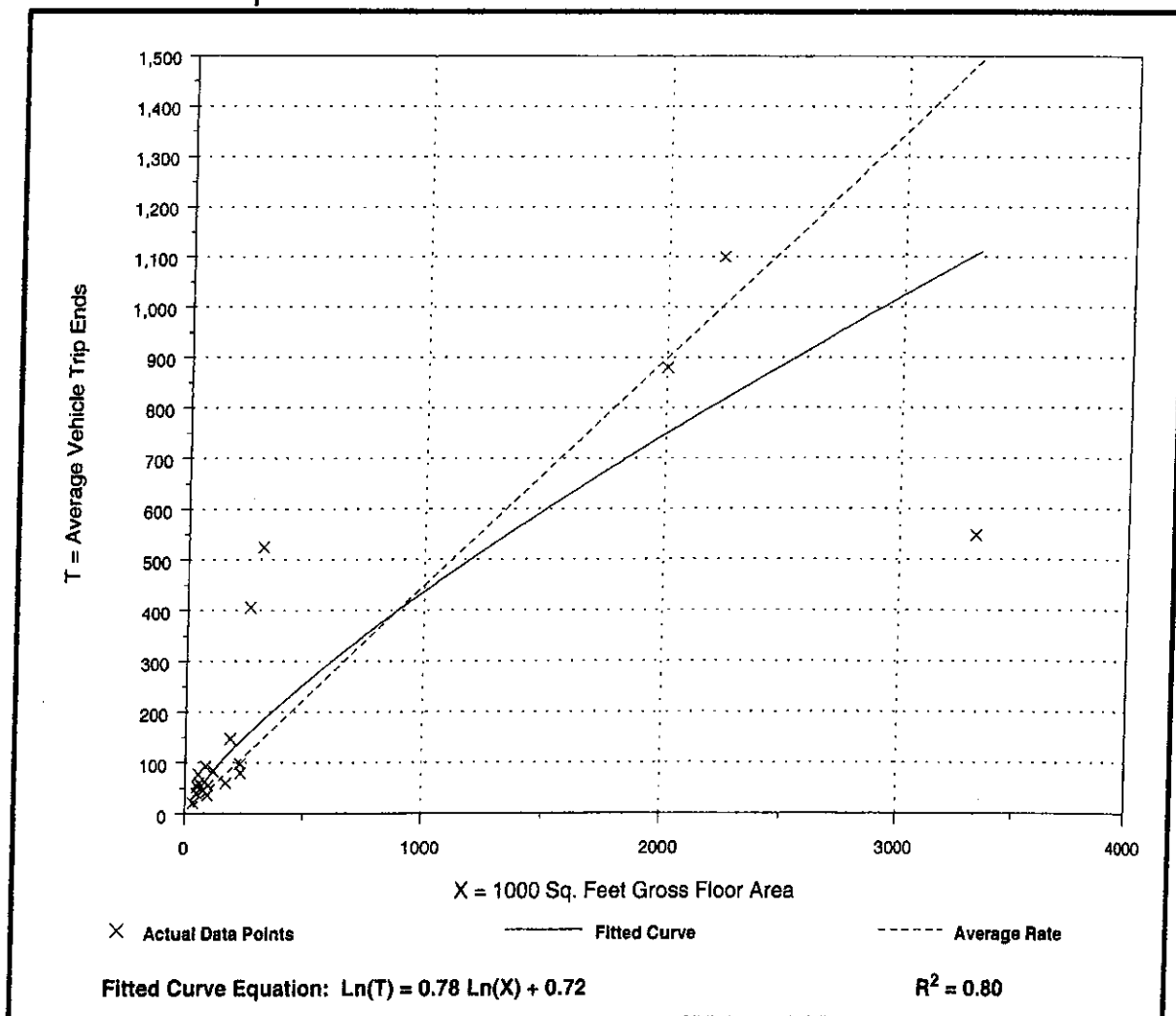
**Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area**  
**On a: Weekday,**  
**P.M. Peak Hour of Generator**

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)

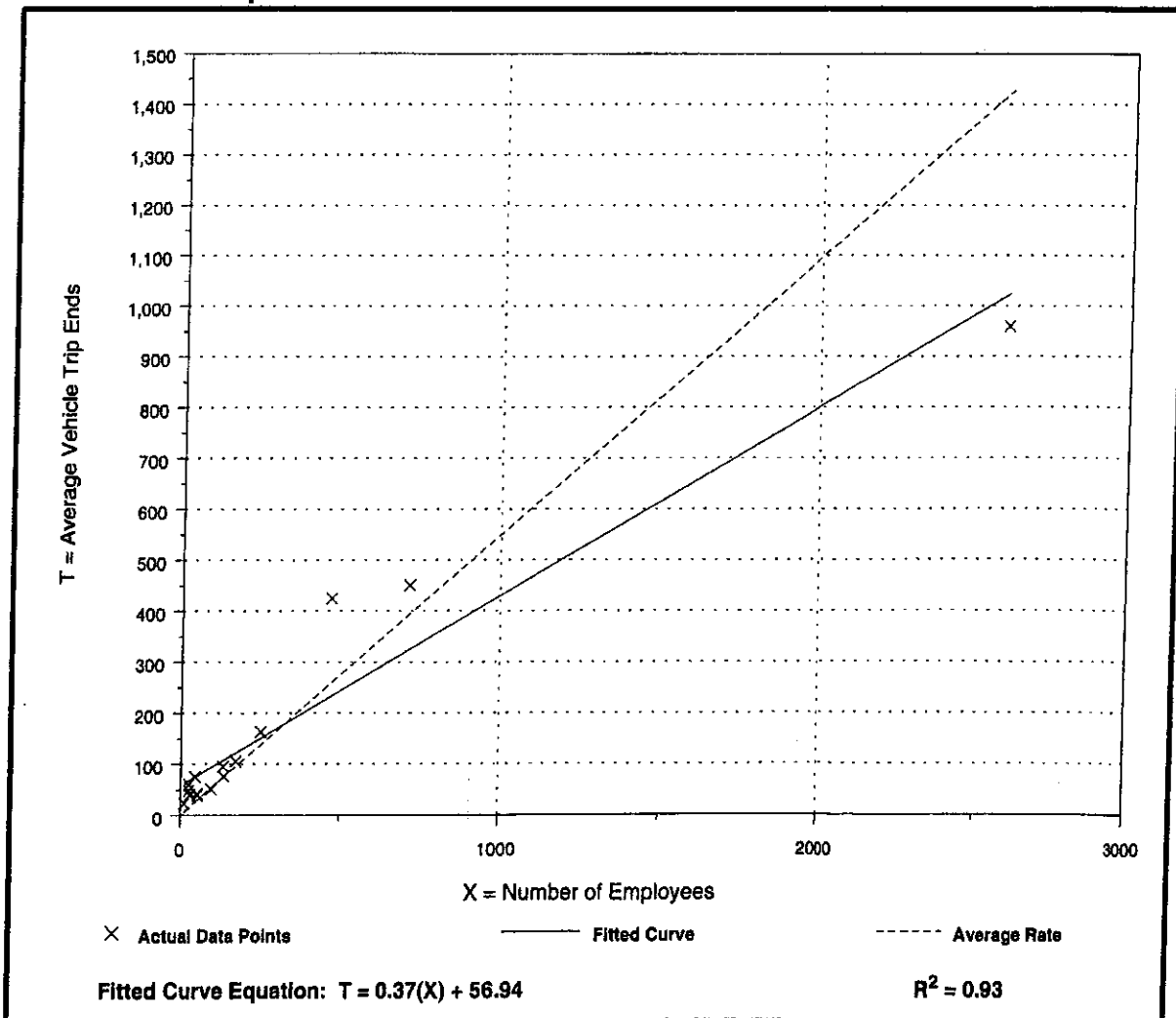
**Average Vehicle Trip Ends vs: Employees**  
**On a: Weekday,**  
**A.M. Peak Hour of Generator**

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)

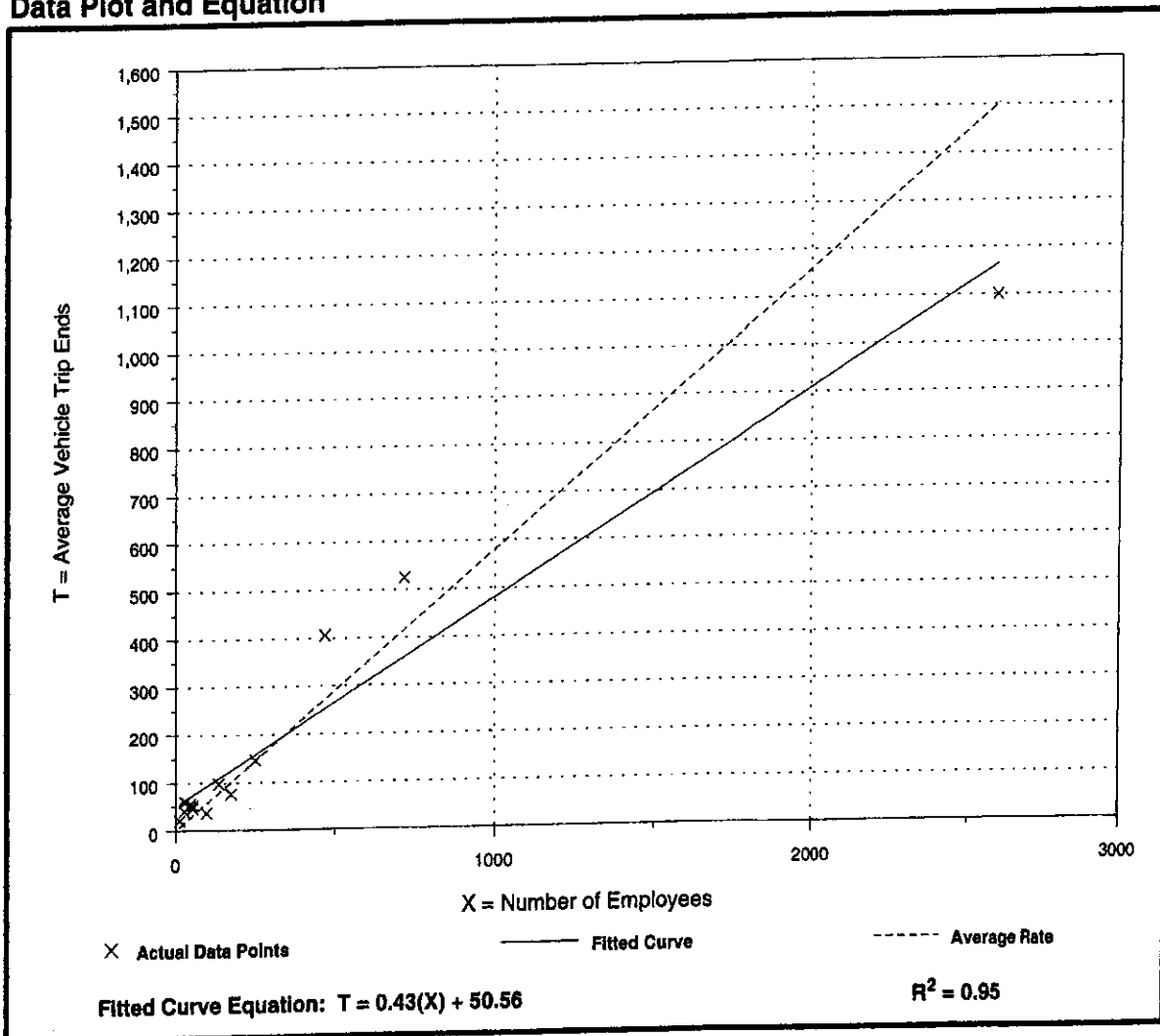
**Average Vehicle Trip Ends vs: Employees**  
**On a: Weekday,**  
**P.M. Peak Hour of Generator**

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



Submitted by Illumination Systems, Inc



**Job Name:**  
Front Range Office Campus

**Catalog Number:**  
GLEON-AF-06-LED-277-T4W-BZ-  
WM-F  
Notes:

**Type:**  
**SC-WALL**  
ISI18-92653

**DESCRIPTION**

The Galleon™ LED luminaire delivers exceptional performance in a highly scalable, low-profile design. Patented, high-efficiency AccuLED Optics™ system provides uniform and energy conscious illumination to walkways, parking lots, roadways, building areas and security lighting applications. IP66 rated and UL/cUL Listed for wet locations.

**McGraw-Edison**

<b>Catalog #</b>		<b>Type</b>	
<b>Project</b>		<b>Date</b>	
<b>Comments</b>			
<b>Prepared by</b>			

**SPECIFICATION FEATURES**

**Construction**

Extruded aluminum driver enclosure thermally isolated from Light Squares for optimal thermal performance. Heavy-wall, die-cast aluminum end caps enclose housing and die-cast aluminum heat sinks. A unique, patent pending interlocking housing and heat sink provides scalability with superior structural rigidity. 3G vibration tested and rated. Optional tool-less hardware available for ease of entry into electrical chamber. Housing is IP66 rated.

**Optics**

Patented, high-efficiency injection-molded AccuLED Optics technology. Optics are precisely designed to shape the distribution maximizing efficiency and application spacing. AccuLED Optics create consistent distributions with the scalability to meet customized application requirements. Offered standard in 4000K (+/- 275K) CCT 70 CRI. Optional 3000K, 5000K and 6000K CCT.

**Electrical**

LED drivers are mounted to removable tray assembly for ease of maintenance. 120-277V 50/60Hz, 347V 60Hz or 480V 60Hz operation. 480V is compatible for use with 480V Wye systems only. Standard with 0-10V dimming. Shipped standard with Eaton proprietary circuit module designed to withstand 10kV of transient line surge. The Galleon LED luminaire is suitable for operation in -40°C to 40°C ambient environments. For applications with ambient temperatures exceeding 40°C, specify the HA (High Ambient) option. Light Squares are IP66 rated. Greater than 90% lumen maintenance expected at 60,000 hours. Available in standard 1A drive current and optional 600mA, 800mA and 1200mA drive currents (nominal).

**Mounting**

**STANDARD ARM MOUNT:** Extruded aluminum arm includes internal bolt guides allowing for easy positioning of fixture during mounting. When mounting two or more luminaires at 90° and 120° apart, the EA extended arm may be required. Refer to the

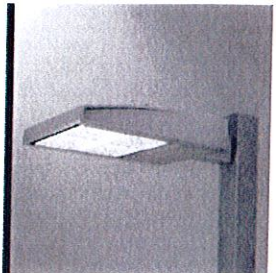
arm mounting requirement table. Round pole adapter included. For wall mounting, specify wall mount bracket option. **QUICK MOUNT ARM:** Adapter is bolted directly to the pole. Quick mount arm slide into place on the adapter and is secured via two screws, facilitating quick and easy installation. The versatile, patent pending, quick mount arm accommodates multiple drill patterns ranging from 1-1/2" to 4-7/8". Removal of the door on the quick mount arm enables wiring of the fixture without having to access the driver compartment. A knock-out enables round pole mounting.

**Finish**

Housing finished in super durable TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Heat sink is powder coated black. Standard housing colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available.

**Warranty**

Five-year warranty.

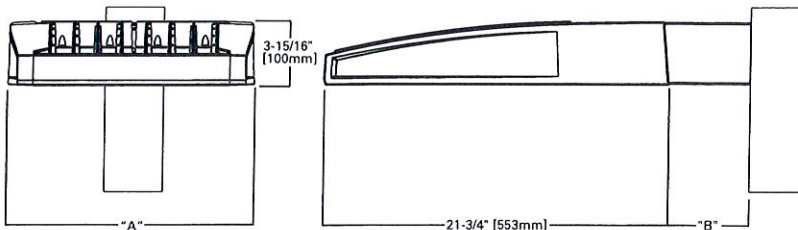


**GLEON GALLEON LED**

1-10 Light Squares  
Solid State LED

AREA/SITE LUMINAIRE

**DIMENSIONS**

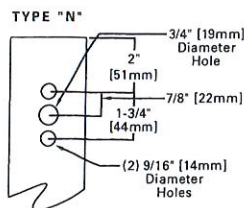


**DIMENSION DATA**

Number of Light Squares	"A" Width	"B" Standard Arm Length	"B" Optional Arm Length 1	Weight with Arm (lbs.)	EPA with Arm 2 (Sq. Ft.)
1-4	15-1/2" (394mm)	7" (178mm)	10" (254mm)	33 (15.0 kgs.)	0.96
5-6	21-5/8" (549mm)	7" (178mm)	10" (254mm)	44 (20.0 kgs.)	1.00
7-8	27-5/8" (702mm)	7" (178mm)	13" (330mm)	54 (24.5 kgs.)	1.07
9-10	33-3/4" (857mm)	7" (178mm)	16" (406mm)	63 (28.6 kgs.)	1.12

NOTES: 1. Optional arm length to be used when mounting two fixtures at 90° on a single pole. 2. EPA calculated with optional arm length.

**DRILLING PATTERN**



**CERTIFICATION DATA**

UL/cUL Wet Location Listed  
ISO 9001  
LM79 / LM80 Compliant  
3G Vibration Rated  
IP66 Rated

**ENERGY DATA**

Electronic LED Driver  
>0.9 Power Factor  
<20% Total Harmonic Distortion  
120V-277V 50/60Hz  
347V & 480V 60Hz  
-40°C Min. Temperature  
40°C Max. Temperature  
50°C Max. Temperature (HA Option)



TD500020EN  
2016-08-23 08:01:04

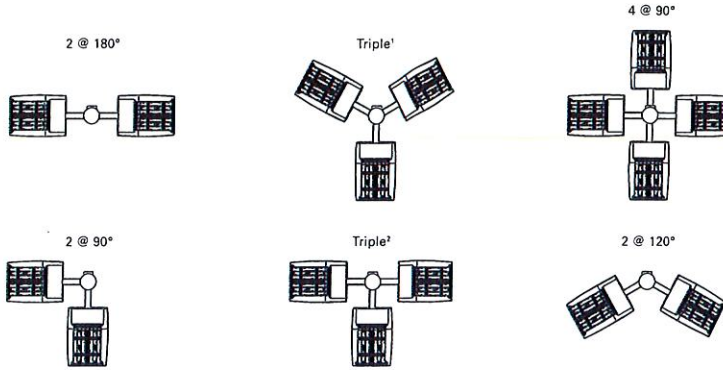


**Job Name:**  
Front Range Office Campus

GLEON GALLEON LED

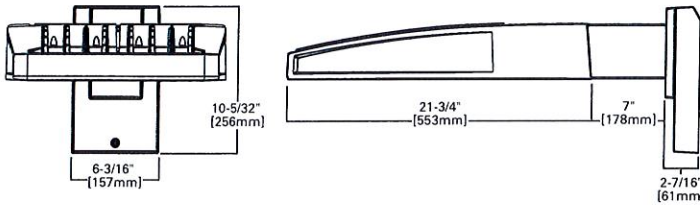
**ARM MOUNTING REQUIREMENTS**

Configuration	90° Apart	120° Apart
GLEON-AF-01	7" Arm (Standard)	7" Arm (Standard)
GLEON-AF-02	7" Arm (Standard)	7" Arm (Standard)
GLEON-AF-03	7" Arm (Standard)	7" Arm (Standard)
GLEON-AF-04	7" Arm (Standard)	7" Arm (Standard)
GLEON-AF-05	10" Extended Arm (Required)	7" Arm (Standard)
GLEON-AF-06	10" Extended Arm (Required)	7" Arm (Standard)
GLEON-AF-07	13" Extended Arm (Required)	13" Extended Arm (Required)
GLEON-AF-08	13" Extended Arm (Required)	13" Extended Arm (Required)
GLEON-AF-09	16" Extended Arm (Required)	16" Extended Arm (Required)
GLEON-AF-10	16" Extended Arm (Required)	16" Extended Arm (Required)

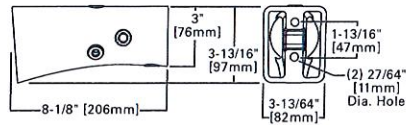


NOTES: 1 Round poles are 3 @ 120°. Square poles are 3 @ 90°. 2 Round poles are 3 @ 90°.

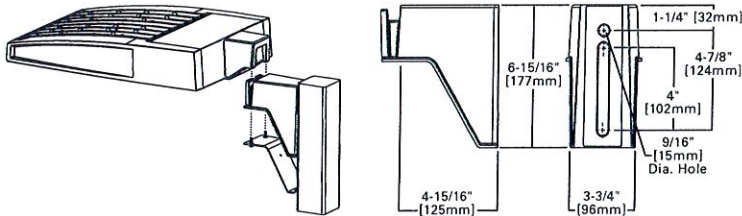
**STANDARD WALL MOUNT**



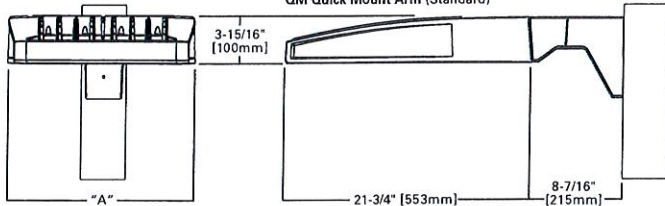
**MAST ARM MOUNT**



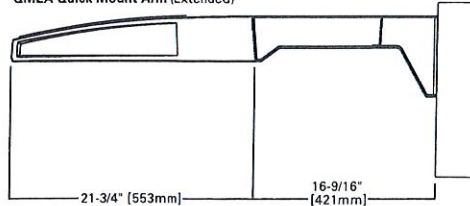
**QUICK MOUNT ARM (INCLUDES FIXTURE ADAPTER)**



**QM Quick Mount Arm (Standard)**



**QMEA Quick Mount Arm (Extended)**



**QUICK MOUNT ARM DATA**

Number of Light Squares 1,2	"A" Width	Weight with QM Arm (lbs.)	Weight with QMEA Arm (lbs.)	EPA (Sq. Ft.)
1-4	15-1/2" (394mm)	35 (15.91 kgs.)	38 (17.27 kgs.)	1.11
5-6 3	21-5/8" (549mm)	46 (20.91 kgs.)	49 (22.27 kgs.)	
7-8	27-5/8" (702mm)	56 (25.45 kgs.)	59 (26.82 kgs.)	

NOTES: 1 QM option available with 1-8 light square configurations. 2 QMEA option available with 1-6 light square configurations. 3 QMEA arm to be used when mounting two fixtures at 90° on a single pole.



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2016-08-23 08:01:04





**Job Name:**  
Front Range Office Campus

**Catalog Number:**  
ISW-AF-600-LED-277-T4FT-BZ-MS/  
DIML20- CWB  
Notes:

**Type:**  
**SD**  
ISI18-92653

page 1

**DESCRIPTION**

The Impact Elite family of wall luminaires is the ideal complement to site design. Incorporating modular LightSquares technology, the Impact Elite luminaire provides outstanding uniformity and energy-conscious illumination. Combined with a rugged construction, the Impact Elite luminaire is the ideal facade and security luminaire for zones surrounding schools, office complexes, apartments and recreational facilities. ULcUL listed for wet locations.

**McGraw-Edison**

<b>Catalog #</b>		<b>Type</b>	
<b>Project</b>		<b>Date</b>	
<b>Comments</b>			
<b>Prepared by</b>			

**SPECIFICATION FEATURES**

**Construction**

Heavy-wall, die-cast aluminum housing and removable hinged door frame for precise tolerance control and repeatability. Hinged door inset for clean mating with housing surface and secured via two captive fasteners. Optional tamper-resistant Torx™ head fasteners offer vandal resistant access to the electrical chamber.

**Optics**

Choice of 10 patented, high-efficiency AccuLED Optics™ distributions. Optics are precisely designed to shape the light output, maximizing efficiency and application spacing. AccuLED Optics technology creates consistent distributions with the scalability to meet customized application requirements. Offered Standard in 4000K (+/- 275K) CCT and minimum 70 CRI. Optional 3000K, 5000K and 5700K CCT.

**Electrical**

LED drivers mount to die-cast aluminum back housing for optimal heat sinking, operation efficacy, and prolonged life. Standard drivers feature electronic universal voltage (120-277V 50/60Hz), 347V 60Hz or 480V 60Hz operation, greater than 0.9 power factor, less than 20% harmonic distortion, and are suitable for operation in -40°C to 40°C ambient environments. All fixtures are shipped standard with 10kV/10kA common – and differential – mode surge protection. LightSquares feature an IP66 enclosure rating and maintain greater than 90% lumen maintenance at 60,000 hours per IESNA TM-21. Emergency egress options for -20°C ambient environments and occupancy sensor available.

**Mounting**

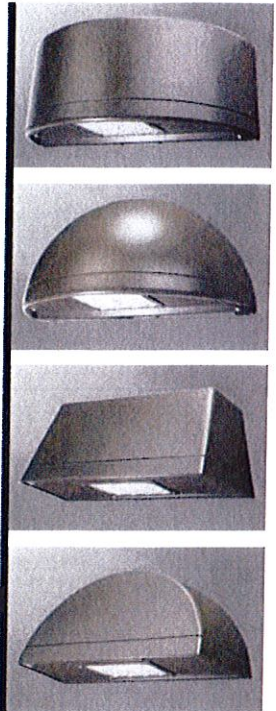
Gasketed and zinc plated rigid steel mounting attachment fits directly to 4" j-box or wall with the Impact Elite "Hook-N-Lock" mechanism for quick installation. Secured with two captive corrosion resistant black oxide coated allen head set screws concealed but accessible from bottom of fixture.

**Finish**

Cast components finished in a five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Standard colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available. Consult the McGraw-Edison Architectural Colors brochure for the complete selection.

**Warranty**

Five-year warranty.



**ISC/ISS/IST/ISW  
IMPACT ELITE LED**

**1 LightSquare  
Solid State LED**

**WALL MOUNT LUMINAIRE**

**CERTIFICATION DATA**

ULcUL Listed  
LM79 / LM80 Compliant  
IP66 LightSquare  
ISO 9001

**ENERGY DATA**

Electronic LED Driver  
>0.9 Power Factor  
<20% Total Harmonic Distortion  
120-277V/50 & 60Hz, 347V/60Hz,  
480V/60Hz  
-40°C Minimum Temperature  
40°C Ambient Temperature Rating

**SHIPPING DATA**

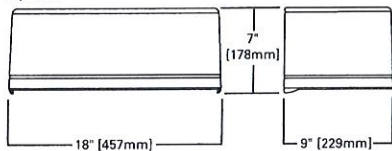
Approximate Net Weight:  
18 lbs. (8 kgs.)



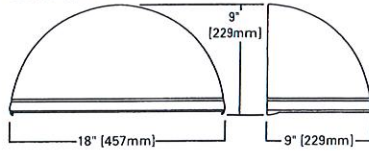
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August 12, 2017 10:28 AM

**DIMENSIONS**

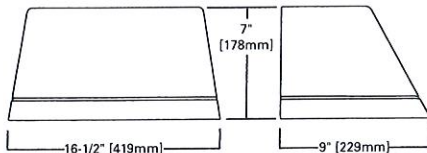
**Cylinder**



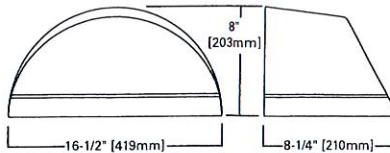
**Quarter Sphere**



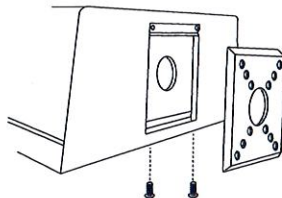
**Trapezoid**



**Wedge**



**HOOK-N-LOCK MOUNTING**





**Job Name:**  
Front Range Office Campus

**Catalog Number:**  
ISW-AF-600-LED-277-T4FT-BZ-MS/  
DIML20- CWB  
**Notes:**

**Type:**

**SD**

ISI18-92653

**POWER AND LUMENS**

1 LightSquare (AF)		Cylinder (ISC) and Quarter Sphere (ISS)						Trapezoid (IST) and Wedge (ISW)					
Drive Current (mA)		350	450	600	800	1000	1200	350	450	600	800	1000	1200
Power (Watts)	120-277V	20.3	25.5	33.4	43.9	55.1	66.2	20.3	25.5	33.4	43.9	55.1	66.2
	Current (A)	0.17	0.22	0.29	0.38	0.48	0.56	0.17	0.22	0.29	0.38	0.48	0.56
Current (A)	120V	0.17	0.22	0.29	0.38	0.48	0.56	0.17	0.22	0.29	0.38	0.48	0.56
	277V	0.09	0.10	0.13	0.17	0.21	0.25	0.09	0.10	0.13	0.17	0.21	0.25
Power (Watts)	347V or 480V	23.3	28.7	36.6	49.5	60.7	70.1	23.3	28.7	36.6	49.5	60.7	70.1
	Current (A)	0.07	0.08	0.11	0.15	0.18	0.21	0.07	0.08	0.11	0.15	0.18	0.21
Current (A)	347V	0.07	0.08	0.11	0.15	0.18	0.21	0.07	0.08	0.11	0.15	0.18	0.21
	480V	0.05	0.06	0.08	0.11	0.13	0.16	0.05	0.06	0.08	0.11	0.13	0.16
<b>Optics</b>													
T2	Lumens	2,336	2,934	3,827	4,791	5,663	6,444	2,498	3,136	4,091	5,122	6,054	6,889
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2
T3	Lumens	2,385	2,994	3,906	4,889	5,779	6,577	2,504	3,144	4,101	5,133	6,068	6,905
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2
T4FT	Lumens	2,360	2,963	3,866	4,839	5,720	6,509	2,530	3,177	4,145	5,188	6,133	6,979
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2
T4W	Lumens	2,386	2,996	3,908	4,892	5,783	6,581	2,500	3,139	4,095	5,126	6,059	6,895
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2
SL2	Lumens	2,257	2,834	3,697	4,628	5,470	6,225	2,413	3,030	3,953	4,948	5,849	6,656
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2
SL3	Lumens	2,220	2,787	3,636	4,552	5,390	6,122	2,365	2,970	3,874	4,849	5,732	6,523
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2
SL4	Lumens	2,110	2,649	3,456	4,326	5,113	5,818	2,234	2,805	3,660	4,581	5,415	6,162
	BUG Rating	B0-U0-G1	B0-U0-G1	B0-U0-G1	B0-U0-G1	B0-U0-G1	B0-U0-G1	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2
SLL/SLR	Lumens	1,990	2,498	3,259	4,080	4,823	5,488	2,154	2,705	3,529	4,418	5,222	5,942
	BUG Rating	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U0-G1	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2	B1-U1-G2
RW	Lumens	2,380	2,988	3,898	4,880	5,768	6,564	2,465	3,095	4,037	5,054	5,974	6,798
	BUG Rating	B2-U0-G0	B2-U0-G0	B2-U0-G0	B2-U0-G0	B2-U0-G0	B2-U0-G0	B3-U1-G1	B3-U1-G1	B3-U1-G1	B3-U1-G1	B3-U1-G1	B3-U1-G1

**LUMEN MAINTENANCE**

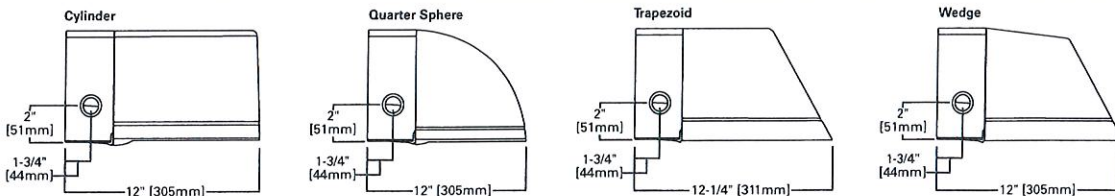
Current	Ambient Temperature	25000 Hours*	50000 Hours*	60000 Hours*	100000 Hours*	Theoretical L70 (Hours)*
Up to 1.2A	Up to 40°C	>95%	>91%	>90%	>83%	20,4000

\*Data calculated based on TM-21 calculator.

**LUMEN MULTIPLIER**

Ambient Temperature	Lumen Multiplier
10°C	1.02
15°C	1.01
25°C	1.00
40°C	0.99

**THROUGH BACK BOX**




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August 12, 2017 10:28 AM



Submitted by Illumination Systems, Inc	<b>Catalog Number:</b> ISW-AF-600-LED-277-T4FT-BZ-MS/ DIML20- CWB	<b>Type:</b> <b>SD</b>
 <b>Job Name:</b> Front Range Office Campus	<b>Notes:</b>	ISI18-92653

page 3

ISC/ISS/IST/ISW IMPACT ELITE LED

**ORDERING INFORMATION**

Sample Number: ISC-AF-1200-LED-E1-T3-BZ

Product Family <sup>1</sup>	Light Engine	Drive Current	Lamp Type	Voltage	Distribution	Color
ISC=Impact Elite LED Small Cylinder ISS=Impact Elite LED Small Quarter Sphere IST=Impact Elite LED Small Trapezoid ISW=Impact Elite LED Small Wedge	AF=(1) LightSquare	350=Drive Current Factory Set to 350mA 450=Drive Current Factory Set to 450mA 600=Drive Current Factory Set to 600mA 800=Drive Current Factory Set to 800mA 1000=Drive Current Factory Set to 1000mA 1200=Drive Current Factory Set to 1200mA <sup>2</sup>	LED=Solid State Light Emitting Diodes	E1=Electronic (120/277V) 347=347V* 480=480V <sup>3, 4</sup>	T2=Type II T3=Type III T4FT=Type IV Forward Throw T4W=Type IV Wide SL2=Type II w/Spill Control SL3=Type III w/Spill Control SL4=Type IV w/Spill Control SLL=90° Spill Light Eliminator Left SLR=90° Spill Light Eliminator Right RW=Rectangular Wide Type I	AP=Gray BZ=Bronze BK=Black DP=Dark Platinum GM=Graphite Metallic WH=White

Options (Add as Suffix)	Accessories (Order Separately) <sup>17</sup>
7030=70 CRI / 3000K CCT <sup>4</sup> 7050=70 CRI / 5000K CCT <sup>4</sup> 7060=70 CRI / 5700K CCT <sup>4</sup> 8030=80 CRI / 3000K CCT <sup>4</sup> PER7=NEMA 7-PIN Twistlock Photocontrol Receptacle <sup>2, 5, 6</sup> P=Button Type Photocontrol (Available in 120, 208, 240 or 277V. Must Specify Voltage) HA=50°C High Ambient <sup>7</sup> AHD145=After Hours Dim, 5 Hours, 50% <sup>8</sup> AHD245=After Hours Dim, 6 Hours, 50% <sup>8</sup> AHD255=After Hours Dim, 7 Hours, 50% <sup>8</sup> AHD355=After Hours Dim, 8 Hours, 50% <sup>8</sup> MS/DIM-LXX=Motion Sensor for Dimming Operation <sup>9, 10, 11</sup> LWR-LW=LumaWatt Pro Wireless Sensor, Wide Lens for 8' - 16' Mounting Height <sup>11, 12</sup> LWR-LN=LumaWatt Pro Wireless Sensor, Narrow Lens for 16' - 40' Mounting Height <sup>11, 12</sup> BBB=Battery Pack with Back Box (Specify 120V or 277V) <sup>13</sup> CWB=Cold Weather Battery Pack with Back Box (Specify 120V or 277V) <sup>14</sup> LCF=LightSquare Trim Plate Matches Housing Finish HSS=Factory Installed House Side Shield <sup>15</sup> ULG=Uplight Glow <sup>5, 6</sup> TR=Tamper Resistant Hardware X=Driver Surge Protection (6kV) Only <sup>16</sup>	MA1253=10kV Circuit Module Replacement MA1254-XX=Thruway Back Box - Impact Trapezoid MA1255-XX=Thruway Back Box - Impact Elite Cylinder MA1256-XX=Thruway Back Box - Impact Elite Quarter Sphere MA1257-XX=Thruway Back Box - Impact Elite Wedge FSIR-100=Wireless Configuration Tool for Occupancy Sensor

**NOTES:**

- Standard 4000K CCT and greater than 70 CRI.
- Not available with ULG option.
- Only for use with 480V Wye systems. Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems).
- Extended lead times apply.
- Not available with ISS or ISW.
- Not available with LWR-XX or MS/DIM-LXX.
- Suitable for 50°C provided no options other than motion sensor are included and driver output set to 1.A or less.
- Requires the use of P photocontrol or the PER7 photocontrol receptacle with photocontrol accessory. Not available with 350mA drive current. See After Hours Dim supplemental guide for additional information.
- Specify lens in place of XX. Round to next highest option based on mounting height. Available options are 08, 20 and 40W.
- The FSIR-100 configuration tool is required to adjust parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative at Eaton for more information.
- Includes integral photocell.
- LumaWatt Pro wireless sensors are factory installed and requiring network components in appropriate quantities. See [www.eaton.com/lighting](http://www.eaton.com/lighting) for LumaWatt Pro application information.
- LED standard integral battery pack is rated for minimum operating temperature 32°F (0°C). Operates downlight for 90-minutes.
- LED cold weather integral battery pack is rated for minimum operating temperature -4°F (-20°C). Operates downlight for 90-minutes.
- Only for use with SL2, SL3 and SL4 distributions. The LightSquare trim plate is painted black when the HSS option is selected.
- Removes additional surge module.
- Specify color in place of XX.



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Specifications and  
dimensions subject to  
change without notice.

TD514030EN  
August 12, 2017 10:28 AM



**NOTES:**

\* Alternatives to these dimensions are permitted, provided that the applicant demonstrates that the proposal complies with the standards outlined in Transportation and Land Development by Vergil G. Stover and Frank J. Koepke and the Institute of Transportation Engineers, 1988, and as defined and modified by standards provided in the Technical Standards Handbook for the City of Augusta. Parking lots requiring handicap-accessible parking spaces shall comply with the American With Disabilities Act.

- (b) Schedule of required off-street parking. A minimum number of off-street parking spaces shall be required of the uses specified in Table 300-513-A. Unless otherwise specified, the total number of parking spaces required shall be the sum total of all spaces required for each principal and accessory use located on the parcel; any fraction shall be rounded up to the nearest whole number. Parking spaces designated for physically handicapped people shall be as close to the main entrance or an accessible entrance of a building as possible. At least one handicap space shall be designated with signage in parking lots with less than 25 spaces, and 4% of spaces shall be so reserved in lots with 25 or more cars. **NOTE:** All references to "GFA" in Table 300-513-A shall mean for every 1,000 square feet of GFA, that is, the parking requirement for business services is three parking spaces per 1,000 square feet GFA. All other abbreviations are spelled out in Column 2, Unit of Measure.

**Table 300-513-A: Schedule of Required Off-Street Parking**

<b>Land Use</b>	<b>Unit of Measure</b>	<b>Standard — Number of Spaces</b>
<b>Residential:</b>		
Single-family, efficiency, and multifamily	du (dwelling unit)	2.0/du
Elderly	du (dwelling unit)	1.0/du
Rooming house and group home and other residential	room (rm)	1.0/rm
Home occupation	GFA (1,000 s.f.) + dwelling unit	3.0/GFA and 2.0/du
Single-room-occupancy (SRO) dwelling unit		1 space for every 2 SRO units (with a minimum of 2 spaces per building)
<b>Business services:</b>		
Advertising/ duplicating, consumer/collection, employment/other	GFA (1,000 s.f.)	3.0/GFA
<u>Warehousing, storage services</u>	<u>Employee</u>	<u>1.0/employee</u>
<b>Contract construction services:</b>		
General contract; special construction trade services	Employee and vehicular equipment normally on site	1.0/employee, plus 1.0/vehicle
<b>Educational services:</b>		
Elementary and junior high	Teachers and employees	1.0/teacher-employee
Senior high	Teachers and employees and students	1.0/teacher-employee + 0.2/student
Child care	Teachers/employees and students	1.0/teacher-employee + 1.0/6 students
Commercial/trade college/university	Instructors/employees and capacity largest class (lc)	1.0/instructor-employee + 2.0/student lc
<b>Government services:</b>		
Administration	GFA	3.0/GFA
Judicial/court legislative/executive	GFA and design capacity (dc)	3.0/GFA and 1.0/3 seats dc
Public safety	GFA, employees largest shift (ls)	3.0/GFA and 1.0/employee ls





Soil Map—Kennebec County, Maine



Map Scale: 1:6,850 if printed on A landscape (11" x 8.5") sheet.










































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

USDA  
Natural Resources  
Conservation Service

Web Soil Survey  
National Cooperative Soil Survey



## MAP LEGEND

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

## MAP INFORMATION

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

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

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

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

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

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

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

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

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

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

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



### Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
HrB	Lyman-Tunbridge complex, 0 to 8 percent slopes, rocky	2.7	1.5%
HrC	Lyman-Tunbridge complex, 8 to 15 percent slopes, rocky	49.1	26.5%
PdB	Paxton-Charlton fine sandy loams, 3 to 8 percent slopes	24.1	13.0%
PeB	Paxton-Charlton very stony fine sandy loams, 3 to 8 percent slopes	15.1	8.1%
PeC	Paxton-Charlton very stony fine sandy loams, 8 to 15 percent slopes	50.6	27.4%
PeD	Paxton-Charlton very stony fine sandy loams, 15 to 30 percent slopes	0.4	0.2%
RdA	Ridgebury very stony fine sandy loam	20.6	11.1%
WrB	Woodbridge fine sandy loam, 3 to 8 percent slopes	2.4	1.3%
WsB	Woodbridge very stony fine sandy loam, 3 to 8 percent slopes	20.2	10.9%
<b>Totals for Area of Interest</b>			<b>185.0</b>
			<b>100.0%</b>



STATE OF MAINE  
 DEPARTMENT OF  
 ENVIRONMENTAL PROTECTION  
 17 STATE HOUSE STATION  
 AUGUSTA, MAINE  
 04333

ANGUS S. KING, JR.  
 GOVERNOR

DEPARTMENT ORDER  
 IN THE MATTER OF

CITY OF GARDINER ) SITE LOCATION OF DEVELOPMENT  
 Gardiner, Kennebec County )  
 LIBBY HILL BUSINESS PARK )  
 L-19861-39-A-N/L-19861-T3-B-N (approval) ) FINDINGS OF FACT AND ORDER

Pursuant to the provisions of 38 M.R.S.A. Sections 481 et seq., the Department of Environmental Protection has considered the application of CITY OF GARDINER with the supportive data, agency review comments, and other related materials on file and FINDS THE FOLLOWING FACTS:

1. PROJECT DESCRIPTION:

A. PROUECT SUMMARY: The applicant proposes to develop a 16-lot business park on a 140.5-acre parcel of land. The lots range in size from 4.3 to 13.1 acres. The project has been sized for a total of 414,000 square feet of buildings. Sixty percent of the park is expected to be used for industrial purposes the remaining forty percent for office purposes. The applicant has filed a Natural Resources Protection application, Tier 2, #716, placing fill in 19,999 square feet of forested freshwater wetlands. Details of the project are shown on a set of 21 plans prepared by OEST Associates, Inc. and dated February 1, 1999, and revised April 29, 1999. The project site is located 3.5 miles south of Gardiner's main business area, at the junction of Routes 201, and Interstate 95 (I-95).

B. Current Use of Site: The site of the proposed project is currently woodland. There are no structures on the property.

2. FINANCIAL CAPACITY:

The total cost of the project is estimated to be \$3,045,000. The applicant has submitted a copy of the monthly bank statement from Fleet Bank, indicating that as of December 31, 1998, the City earnings were in excess of \$2,000,000. The applicant has also provided a letter from the Economic Development Administration indicating that \$1,000,000 has been awarded to the applicant for the development of the business park. The Maine Department of Economic and Community Development has also provided \$200,000 for this project.

3. TECHNICAL ABILITY:

The applicant has retained the services of OEST Associates, Inc., a professional engineering firm, to assist in the design and engineering of the project.



4. NOISE:

No significant sources of noise have been identified.

5. SCENIC CHARACTER:

No adverse effects on scenic character are anticipated.

6. WILDLIFE AND FISHERIES:

The proposed project has been reviewed by the Maine Department of Inland Fisheries and Wildlife (IF&W). In its comments dated February 2, 1999, IF&W stated that they found no records of any known deer wintering areas, essential and/or significant wildlife habitat, or other special wildlife habitats associated with this site. The project will contribute to the cumulative loss of habitat. No fisheries concerns were identified.

7. HISTORIC SITES AND UNUSUAL NATURAL AREAS:

The project site has been reviewed by the Maine Historic Preservation Commission, which has found that the proposed project will have no effect upon structure or site of historic, architectural, or archaeological significance as defined by the National Historic Preservation Act of 1966. There is no record of any known rare or unusual features on the property. This is based on a review of the Maine Natural Areas Program database.

8. BUFFER STRIPS:

The applicant will create a 25-foot wide natural undisturbed buffer between the project and adjacent residential lots. All lots with wetland are clearly marked with the buildable area. Details of the buffers are shown on plan C-101, dated April 29, 1999.

9. SURFACE WATER QUALITY:

The proposed project is not within the watershed of a lake or great pond. No discharges to surface waters are proposed other than stormwater.

10. SOILS:

The applicant has submitted a medium intensity soil survey of the project site and a summary of soil limitations. Further test pit explorations were done along the proposed roadway to confirm the USDA Soil Conservation Service Soil Survey. A summary of the soil report indicates that the soils on the site present no limitations to the proposed project which cannot be overcome through standard engineering practices.



11. STORMWATER MANAGEMENT:

The project site is heavily wooded with few open spaces and has a hilly terrain. Surface drainage will flow towards the southwest and drain into Cobbosseecontee Stream, and towards the southeast into Abagadasset River, both of which flow to the Kennebec River. There are two perennial streams, and one intermittent stream, both of which are associated with wetlands. The plans include one minor crossing of an intermittent stream. The applicant has agreed to follow Permit By Rule Section 9 standards for stream crossings.

**STORMWATER QUANTITY:** The applicant has submitted a stormwater management plan for the site based on estimates of the predevelopment and postdevelopment runoff flows for the 2, 10, and 25 year storms using methodology outlined in "Urban Hydrology for Small Watersheds," Technical Release #55, U.S.D.A., Soil Conservation Service. The stormwater management plan calls for the construction of detention basins as shown on the plans which will control the peak flow rates to at or below predevelopment levels before stormwater leaves the site. The final plan has been reviewed by the Bureau of Land and Water Quality's Division of Watershed Management which has commented that, based on the information presented, the plan meets the standards set forth by the Department.

**STORMWATER QUALITY:** The western portion of the business park will create 27.86 impervious acres on the 69.9 acres of the site that drains to Cobbosseecontee Stream, resulting in 40% of impervious area on the site. The applicant will incorporate measures that will remove at least 54% of the total suspended solids (TSS) in the stormwater runoff before it leaves the site. The applicant will accomplish this by constructing 5 extended detention basins (ponds 1, 2, 5, 6, and 7) and one wetpond, (pond 4) within the site area that drains to Cobbosseecontee Stream. Together, these six ponds will remove 60% TSS in the stormwater runoff. The southeastern portion of the site will create 35.92 impervious acres on 71.34 acres of the site that drain to the Abagadasset River. The applicant will incorporate measures that will remove at least 61% TSS in the stormwater runoff before it leaves the site. The applicant will accomplish this by constructing two extended detention basins (ponds 8 and 9) and one wetpond (pond 10) within the site area that drains to the Abagadasset River. Together, these three ponds will remove 61% of the TSS in the stormwater runoff. The final plan has been reviewed by the Bureau of Land and Water Quality's Division of Watershed Management which has commented that, based on the information presented, the plan meets the standards set forth by the Department.

12. EROSION AND SEDIMENTATION CONTROL:

The applicant has submitted an Erosion and Sedimentation Control Plan as section 24 of the application. This plan and plan sheets containing erosion control details have been reviewed by, and revised in response to the comments of the Bureau of Land and Water Quality's Division of Watershed Management (DWM) which has found the revised plans to be in accordance with Departmental standards for erosion and sediment control.

The DWM has commented in a memorandum dated March 23, 1999, that any permit should contain the following conditions.

a. Prior to undertaking any grubbing, grading, filling, excavating, trenching, stockpiling, or other earthwork on the business park site between November 15, 1999, and April 1, 2000, the City should submit a winter construction plan to the Department for its approval. This plan will identify the areas to be disturbed as part of winter construction, outline the specific work to be done in these areas, and provide specifications for controlling erosion on these areas. As part of this approval, the department may, at its discretion, require the city to institute and pay for inspections of the erosion controls on the site from November 15, 1999 to April 1, 2000 as outlined in the attached "Third-party inspection Program."

b. The City and its contractors should limit the construction of detention ponds on the site to between April 1, and September 1. The City and its contractors should complete stabilization of any ponds under construction by September 1. If the City and its contractors are unable to stabilize a pond embankment by this date, then the contractor will seed the embankment with winter rye at 3 pounds per 1000 square feet and mulch the embankment with hay or straw to promote germination of the seed. The City and the contractor should monitor growth of the rye over the next 45 days. If the rye fails to grow at least 3 inches or cover 75% of the slope by November 1, then the contractor should stabilize the slope with a thick layer of anchored mulch, wood-waste compost, or stone riprap by November 15.

c. The City should retain a registered professional engineer to inspect the construction of the nine detention ponds to be built on the site. Upon retaining this engineer, the City should notify the Department of the engineer's name, company affiliation, address, telephone number, and professional registration number. The engineer's inspection for each pond shall include at least three site visits by the engineer to the pond site: once during the foundation preparation for the embankment, once during the primary outlet installation, and once after stabilization of the pond is complete. The engineer should keep a log of these inspections visits, noting the date, time, and items inspected for each visit. The engineer shall submit a copy of the inspection log to the department upon its request.

d. The City and its contractors should stabilize all grass-lined ditches constructed on the site by September 1. If the city and its contractors are unable to stabilize a ditch to be grassed-lined by this date, then they should stabilize the ditch with lining of stone riprap by November 15.

Erosion control details will be included on the final construction plans and the erosion control narrative will be included in the project specifications to be provided to the construction contractor.

13. GROUNDWATER:

The project site is not located over a sand and gravel aquifer or a fractured bedrock aquifer. The project does not propose any withdrawal from, or discharge to, any groundwater.

14. WATER SUPPLY:

When completed the proposed project is anticipated to use 25,000 gallons per day of water. Water will be supplied by the Gardiner Water District. The applicant has submitted a letter from the district, dated December 17, 1998, indicating that they will be capable of servicing this project.

15. WASTEWATER DISPOSAL:

When completed the proposed project is anticipated to discharge 25,000 gallons per day to the City of Gardiner's wastewater treatment facility. The City of Gardiner has submitted a letter dated December 1, 1998, indicating that it will accept these flows. The City of Gardiner intends to extend the sewer lines to serve this project. This project has been reviewed by the Division of Water Resource Regulation of the Bureau of Land and Water Quality which has indicated that Gardiner's wastewater facility has the capacity to treat these flows and is operating in substantial compliance with the water quality laws of the State of Maine.

16. SOLID WASTE:

When completed the proposed project is anticipated to generate 1,660 tons of general office, etc. solid waste per year. All general solid wastes from the proposed project will be disposed of at Hatch Hill Land fill in Augusta which is currently in substantial compliance with the Solid Waste Management Regulations of the State of Maine.

The proposed project will generate approximately 216 tons of stumps and grubblings. All stumps and grubblings generated will be disposed of on site, either chipped or burned, with the remainder to be worked into the soil, in compliance with Solid Waste Management Regulations of the State of Maine.

The proposed project will generate approximately 1,700 tons of construction debris. All construction debris generated will be disposed of at Hatch Hill Landfill in Augusta which is currently in substantial compliance with the Solid Waste Management Regulations of the State of Maine.

17. FLOODING:

The proposed project is not located within the 100 year floodway of any river or stream and is not anticipated to cause or increase flooding or cause an unreasonable flood hazard to any structure.



18. TRAFFIC MOVEMENT/ROADWAYS

The proposed project will generate over 200 passenger car equivalents (PCE's) at peak hour. The development is located on Route 201. Route 201 is a paved, 2-lane road with 24-foot wide travel surface and 6 foot shoulders. The project includes a single interior access drive and 3 side drives. The interior roads will have 2 paved fifteen foot wide travel lanes with 9-foot wide shoulders. The road will be approximately 4,100 feet long.

The applicant has submitted a report analyzing traffic to be generated by the proposed project and recommending certain road improvements to accommodate this traffic. The report was prepared on the assumption that the project will involve 414,000 square feet of industrial/office space to be completed by the year 2004. The Maine Department of Transportation (MDOT) has reviewed this report. MDOT has submitted the following comments:

On-Site Impacts: Improvements and or monitoring should be completed at the intersection of 201 and Enterprise Avenue, the park entrance.

a. Route 201 will need to be widened to install an exclusive left-turn lane for vehicles turning left from Route 201 into the project. The exclusive left-turn lane should be designed to be 12 feet wide and 200 feet long with an adequate taper.

b. An exclusive right-turn lane is warranted for vehicles turning right from Route 201 into the project. However, this section of Route 201 currently has two lanes heading northbound and one lane heading southbound. The second lane heading northbound on Route 201 was built to provide through traffic a passing lane for vehicles to pass trucks or slower moving vehicles. It would appear reasonable to conclude that the first 400 feet of the existing northbound Route 201 two-lane section which serves as a truck climbing lane could also serve as an exclusive right-turn lane for the vehicles turning right into the project. MDOT concurs with the applicant's recommendation that appropriate lane use pavement markings and signs be installed indicating the curb lane as a through/right shared lane and the center lane as a through lane only. It is also recommended that a side road sign (W2-2) be posted on Route 201 (in both directions) in advance of the project entrance to warn motorists of their approach to the intersection.

c. The intersection sight distance at the site driveway was measured and found to be adequate in both directions for the existing speed limit of 55 mph, until such time when traffic volumes into the project increase to a level where the site driveway becomes classified as a high volume driveway. MDOT concurs with the applicants recommendation that the City send a letter to MDOT's Division 4 traffic engineer, requesting a speed zone study be done on Route 201 in front of the project entrance to assess the need to lower the speed limit at such times when the project entrance volumes reach 100 vehicles in the peak hour period. Looking right from the project entrance sight distance is obscured due to the crest vertical curve. The sight distance is approximately 700 feet. This distance would be adequate until such time that the project

traffic is less than 150 vehicles per hour at peak hour. For 700 feet of available intersection sight distance to be adequate for a high volume driveway, the speed limit should be 40-to-45 mph.

d. MDOT concurs with the applicant's recommendations that requires the City monitor the operation of this intersection at 75 percent build out of the project to determine operational deficiencies. Monitoring should be done to assess the need to make improvements that would reduce delay for vehicles exiting the site and turning left onto Route 201. If improvements are found to be necessary, then the appropriate mitigation should be implemented as soon as possible. Possible improvements to be investigated should include the installation of a traffic signal, installation of additional turning lanes, and building a secondary driveway connection to Libby Avenue.

Off-Site Impacts: MDOT has identified the intersections of Maine Avenue/Bridge Street, and Water Street/Bridge Street in Gardiner to be operating at a Level of Service (LOS) less than "D." However, it is anticipated that the LOS at these intersections will improve with the installation of the third Bridge in Augusta.

MDOT has identified a High Accident Location on I-95 between Route 201, and the West Gardiner town line involving deer/motor vehicle collisions. MDOT will install deer warning signs along this section of I-95.

The City has agreed to complete the On-Site traffic improvements as described above.

19. MAINTENANCE OF COMMON FACILITIES:

The City will maintain the Business Park and all utilities.

BASED on the above findings of fact, and subject to the conditions listed below, the Department makes the following conclusions pursuant to 38 M.R.S.A. Sections 481 et seq.:

A. The applicant has provided adequate evidence of financial capacity and technical ability to develop the project in a manner consistent with state environmental standards.

B The applicant has made adequate provision for fitting the development harmoniously into the existing natural environment and the development will not adversely affect existing uses, scenic character, air quality, water quality or other natural resources in the municipality or in neighboring municipalities.

C. The proposed development will be built on soil types which are suitable to the nature of the undertaking and will not cause unreasonable erosion of soil or sediment nor inhibit the natural transfer of soil provided the applicant maintain the site during the winter as outlined in Finding #12.

D. The proposed development meets the standards for storm water management in Section 420-D and the standard for erosion and sedimentation control in Section 420-C.

E. The proposed development will not pose an unreasonable risk that a discharge to a significant groundwater aquifer will occur.

F. The applicant has made adequate provision of utilities, including water supplies, sewerage facilities, solid waste disposal and roadways required for the development and the development will not have an unreasonable adverse effect on the existing or proposed utilities and roadways in the municipality or area served by those services.

G. The activity will not unreasonably cause or increase the flooding of the alteration area or adjacent properties nor create an unreasonable flood hazard to any structure.

H. The applicant had made adequate provision for traffic movement of all types into, out of or within the development area and any traffic increase attributable to the proposed development will not result in unreasonable congestion or unsafe conditions on a road in the vicinity of the proposed development provided the traffic improvements described in Finding #18 are completed.

THEREFORE, the Department APPROVES the application of the City of Gardiner to develop a business park as described above, SUBJECT TO THE FOLLOWING CONDITIONS and all applicable standards and regulations:

1. The Standard Conditions of Approval, a copy attached.
2. In addition to any specific erosion control measures described in this or previous Orders, the applicant shall take all necessary actions to ensure that its activities or those of its agents do not result in noticeable erosion of soils or fugitive dust emissions on the site during the construction and operation of the project covered by this approval.
3. Prior to undertaking any grubbing, grading, filling, excavating, trenching, stockpiling, or other earthwork on the business park site between November 15, 1999, and April 1, 2000, the City shall submit a winter construction plan to the Department for its approval. This plan shall identify the areas to be disturbed as part of winter construction, outline the specific work to be done in these areas, and provide specifications for controlling erosion on these areas. As part of this approval, the Department may, at its discretion, require the City to institute and pay for inspections of the erosion controls on the site from November 15, 1999 to April 1, 2000, as outlined in the attached "Third-party Inspection Program."
4. The applicant and its contractors shall limit the construction of detention ponds on the site to between April 1, and September 1. The City and its contractors shall complete stabilization of any ponds under construction by September 1. If the City and its contractors are unable



to stabilize a pond embankment by this date, then the contractor shall seed the embankment with winter rye at 3 pounds per 1000 square feet and mulch the embankment with hay or straw to promote germination of the seed. The City and the contractor shall monitor growth of the rye over the next 45 days. If the rye fails to grow at least 3 inches or cover 75% of the slope by November 1, then the contractor shall stabilize the slope with a thick layer of anchored mulch, wood-waste compost, or stone riprap by November 15.

5. The City shall retain a registered professional engineer to inspect the construction of the nine detention ponds to be built on the site. Upon retaining this engineer, the City shall notify the Department of the engineer's name, company affiliation, address, telephone number, and professional registration number. The engineer's inspection for each pond shall include at least three site visits by the engineer to the pond site: once during the foundation preparation for the embankment, once during the primary outlet installation and once after stabilization of the pond is complete. The engineer shall keep a log of these inspections visits, noting the date, time, and items inspected for each visit. The engineer shall submit a copy of the inspection log to the Department upon its request.
6. The applicant and its contractors shall stabilize all grass-lined ditches constructed on the site by September 1. If the City and its contractors are unable to stabilize a ditch to be grassed-lined by this date, then they will stabilize the ditch with a lining of stone riprap by November 15.
7. The applicant shall include in all conveyances of subdivision lots deed restrictions making the conveyance subject to all terms and conditions of this Department permit and any applicable municipal approval. These terms and conditions may be incorporated by specific and prominent reference to the permit in the deed. All conveyances required by this approval to contain restrictions shall include in the restrictions the requirement that any subsequent conveyance shall specifically include the same restrictions.
8. The applicant shall give a copy of this permit, including the standard conditions, and a copy of the approved subdivision plan to each lot buyer at least 14 days prior to the date of closing on the sale or lease of the lot. The applicant also shall maintain a file containing signed and dated statements by lot buyers or lessees acknowledging that they have received and read their copy of this permit and the subdivision plan prior to the closing on their lot. The file shall also contain a copy of the signed and dated deed or lease containing the restrictive covenants required under this approval. The applicant shall make this file available for inspection upon request by the Department.
9. Prior to occupancy, the applicant shall complete the following traffic improvements as outlined in a letter from the applicant to the Department dated April 16, 1999.

Completed  
2022

On-Site Impacts:

a. Route 201 shall to be widened to install an exclusive left-turn lane for vehicles turning left from Route 201 into the project. The exclusive left-turn lane shall be designed to be 12 feet wide and 200 feet long with an adequate taper.

b. An exclusive right-turn lane is warranted for vehicles turning right from Route 201 into the project. Appropriate lane use pavement markings and signs shall be installed indicating the curb lane as a through/right shared lane and the center lane as a through lane only as well as a side road sign (W2-2) be posted on Route 201 (in both directions) in advance of the project entrance to warn motorists of their approach to the intersection.

c. The applicant shall submit a written request to MDOT's Division 4 traffic engineer, that a speed zone study be done on Route 201 in front of the project entrance to assess the need to lower the speed limit at such time when the project entrance volumes reach 100 vehicles in the peak hour period.

- 10. The applicant shall monitor the operation of the intersection of Route 201, and the project entrance at 75 percent build out of the project to determine operational deficiencies. Monitoring shall be done to assess the need to make improvements that would reduce delay for vehicles exiting the site and turning left onto Route 201. If improvements are found necessary, then the applicant shall take appropriate action to mitigate the problem as soon as possible.

DONE AND DATED AT AUGUSTA, MAINE, THIS 19<sup>th</sup> DAY OF May, 1999.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: *Brooke E. Barnes*  
BROOKE E. BARNES, ACTING COMMISSIONER

PLEASE NOTE THE ATTACHED SHEET FOR GUIDANCE ON APPEAL PROCEDURES...

Date of initial receipt of application 2-1-99  
Date of application acceptance 2-2-99

Date filed with Board of Environmental Protection  
CK/L19861ANBN

