SEBAGO TECHNICS

CIVIL ENGINEERING ▪ SURVEYING ▪ LANDSCAPE ARCHITECTURE

Site Plan Review Application

to the

City of Belfast

for

Convenient MD
Belfast, Maine

on behalf of

Parkingway Management, LLC
P.O. Box 963
Portland, Maine 04104

March 2023

75 John Roberts Road – Suite 4A, South Portland, ME 04106-6963 • 207-200-2100 • Fax: 207-856-2206

March 21, 2023
220473

Bub Fournier, Director, Code & Planning
Jon Boynton, City Planner
City of Belfast, Maine
131 Church Street
Belfast, ME 04915

Belfast Convenient MD – Site Plan Application

Dear Mr. Fournier, Mr. Boynton and Members of the Planning Board:

On behalf of our client, Coldbrook LLC (owner) and Parkingway Management LLC. (applicant), we are submitting the enclosed Site Plan application and related materials for the proposed Convenient MD located on Tax Map 5, Lot 12B, on Belmont Avenue/Route 3 in Belfast. The site is located on the south side of Belmont Ave in between the Shell Gas Station and Hatley Drive. The project site is approximately 1.43 acres with 250 feet of frontage and consists mainly of undeveloped/vegetated areas with wetlands located in the rear of the property.

The proposed medical building will be 4,997 square feet and setback approximately 30 feet from Belmont Ave/ Route 3. The building will be accessed by a right turn-in and right turn-out from Belmont Ave/Route 3 and via a connector road from the abutting Shell Gas Station property. A total of 30 parking spaces will be constructed for Convenient MD and 4 additional parking spaces to replace the displaced parking for the Shell Gas Station connecting road. The parking will be located to the east side and rear of the building. A Landscape Plan has been developed to respond to the buffer yard requirements. Stormwater will be managed through use of a subsurface treatment system. Site utilities will connect to existing utilities within Belmont Ave/Route 3. A Natural Resource Protection Act Tier 1 permit will be submitted to the Maine Department of Environmental Protection for cumulative wetland impacts.

The enclosed Site Plan application has been prepared in accordance with Chapter 90 Site Plans, Chapter 98 Technical Standards, Article VIII Supplementary District Regulations, Division 3 Nonresidential Development Standards – Route 3 Commercial, and an awareness of Section 90-43. Criteria for review by planning board.

The Parkingway Management LLC., development team has recently completed four Convenient MD medical buildings in New England with a recent project completed in Manchester NH. This project will be the 10th project collaboration completed by the development team. The technical team is led by Sebago Technics, Inc. team including the project surveyor, landscape

architect, civil engineer, soil scientist, and wetland scientist. The project architect is Kevin Correia Architecture LLC from Milford, NH. The signage designer and manufacturer is Sousa Signs from Manchester, NH. Site lighting design was completed by Swaney Lighting Associate, Inc from Scarborough, ME. Geotechnical investigations will be completed by S.W. Cole Engineering, Inc.

We look forward to discussing this project with the Planning Board at the April 2023 meeting. Please feel free to contact us if additional information is needed. Thank you for your time and consideration relative to this project.

Sincerely,

SEBAGO TECHNICS, INC.

Amy Bell Segal, RLA ASLA
Maine Licensed Landscape Architect
Senior Project Manager

c.c. M.d'Hemecourt

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Exhibit 1

Right Title and Interest

Exhibit 1 - Title, Right or Interest

Parkingway Management, LLC. has provided evidence of Interest with a Purchase and Sale Agreement. Please see this Exhibit for a copy of the Purchase and Sale. There is also an existing access easement to allow vehicle passage between the subject parcel and the adjacent parcel of 22 Belmont Ave (Map 5 Lot 12-A). Please see the attached Easement Deed.

PURCHASE AND SALE AGREEMENT - LAND ONLY

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

September 2, 2022
Offer Date

9/15/2022
Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between **Parkingway Management, LLC** ("Buyer") and **Coldest Brook, LLC** ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy [X] all [ ] part of (if "part of" see para. 22 for explanation) the property situated in municipality of **Belfast**, County of _____, State of Maine, located at **20 Belmont Ave** and described in deed(s) recorded at said County's Registry of Deeds Book(s) **4076**, Page(s) **244**.

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of [redacted]. Buyer [ ] has delivered; or [X] will deliver to the Agency within **3** days of the Effective Date, a deposit of earnest money in the amount [redacted]. Buyer agrees that an additional deposit of earnest money in the amount of $ **reference addendum 1** will be delivered **reference addendum 1**. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit (s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

4. ESCROW AGENT/ACCEPTANCE: **Bean Group Commercial** ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until **September 9, 2022** (date) **5:00** [ ] AM [X] PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

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

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

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

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

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

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

CONTINGENCY	YES	NO	FULL RESOLUTION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose:	X		within ~~45~~ days reference addendum 1	buyer	
2. SOILS TEST Purpose:	X		within ~~90~~ days reference addendum 1	buyer	
3. SEPTIC SYSTEM DESIGN Purpose:		X	within days		
4. LOCAL PERMITS Purpose:	X		within reference addendum 1 days	buyer	
5. HAZARDOUS WASTE REPORTS Purpose:	X		within ~~90~~ days reference addendum 1	buyer	
6. UTILITIES Purpose:	X		within ~~90~~ days reference addendum 1	buyer	
7. WATER Purpose:	X		within ~~90~~ days reference addendum 1	buyer	
8. SUB-DIVISION APPROVAL Purpose:		X	within days		
9. DEP/LUPC/ACOE APPROVALS Purpose:	X		within ~~90~~ days reference addendum 1	buyer	
10. ZONING VARIANCE Purpose:	X		within ~~90~~ days reference addendum 1	buyer	
11. HABITAT REVIEW/ WATERFOWL Purpose:	X		within ~~90~~ days reference addendum 1	~~days~~ buyer	
12. REGISTERED FARMLAND Purpose:			within days		
13. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose:	X		within ~~90~~ days reference addendum 1	buyer	
14. DEED RESTRICTION Purpose:	X		within ~~90~~ days reference addendum 1	buyer	
15. TAX STATUS* Purpose:		X	within days		
16. BUILD PACKAGE Purpose:		X	within days		
17. OTHER Purpose:	X		within reference addendum 1 days		

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

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Further specifications regarding any of the above: **Reference rider**

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

 Buyer(s) Initials TJM Seller(s) Initials DS DD

DeLois

11. FINANCING: Buyer's obligation to close:

Not Subject to Financing

☐ is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.

☒ is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within 10 days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than 3 days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.

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

~~**Subject to Financing**~~

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

~~a. Buyer's obligation to close is subject to Buyer obtaining a _____ loan of _____% of the purchase price, at an interest rate not to exceed _____% and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.~~

~~b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.~~

~~c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.~~

~~d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have _____ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.~~

~~e. Buyer agrees to pay no more than _____ points. Seller agrees to pay up to $ _____ toward Buyer's actual pre-paids, points and/or closing costs, but no more than allowable by Buyer's lender.~~

~~f. Buyer's ability to obtain financing ☐ is ☐ is not subject to the sale of another property. See addendum ☐ Yes ☐ No.~~

~~g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void and Seller's obligations pursuant to it shall remain in full force and effect.~~

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

_____ (_____) of _____ (_____)
Licensee MLS ID Agency MLS ID

is a ☒ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

Edward Herczeg (_____) of BG COMMERCIAL/COMMERCIAL REAL ESTATE BROKERS (_____)
Licensee MLS ID Agency MLS ID

is a ☐ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

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

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

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

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

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

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

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

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

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

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

22. OTHER CONDITIONS: **Reference rider.**

23. GENERAL PROVISIONS:

a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.

b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.

c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.

d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

24. ADDENDA: [X] Yes [ ] No Explain: **additional requirements**

25. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Buyer's Mailing address is **27 Eliot St. Unit 2, Jamaica Plain, MA 02130**

Tim J My Manager 9/9/22			
BUYER **Parkingway Management, LLC**	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is **22 Carroll St. Unit 9, Portland, ME 04102**

DocuSigned by: Joe DeLois 9/7/2022			
SELLER **Coldest Brook, LLC**	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE

COUNTER-OFFER

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

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

SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE

EXTENSION

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

SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE
BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE

RIDER A TO PURCHASE AND SALE AGREEMENT – LAND ONLY
BY AND BETWEEN
COLDEST BROOK, LLC ("SELLER")
AND PARKINGWAY MANAGEMENT, LLC ("BUYER")
FOR PROPERTY LOCATED AT 20 BELMONT AVENUE
BELFAST, MAINE (THE "PROPERTY")

1. Additional Provisions.

This Rider constitutes a part of the Agreement to which it is attached, and the terms and provisions hereof shall control when contrary to the other terms of said Agreement.

2. Closing Conditions.

Seller shall not be deemed to have satisfied is obligations under this Agreement without, and Buyer's Closing obligations hereunder are conditioned upon, satisfaction of the following conditions (collectively, "Closing Conditions"), without limitation of other conditions under other provisions of this Agreement:

(a) Possession and Condition of Property. Full possession of the Property, free of all tenants and other occupants, is to be delivered at the time of Closing in conformance with the terms of this Agreement.

(b) No Litigation. On the date of Closing, there shall be no litigation pending or threatened regarding rights or title to the Property or Seller's rights to convey the Property to Buyer, or otherwise seeking to enjoin the performance of this Agreement.

(c) Seller's Authority. Seller has delivered to Buyer and to Escrow Agent such documentary and other evidence as the Title Company may reasonably require evidencing the legal existence and good standing of Seller, and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with this Agreement.

(d) Seller's Representations. The representations of Seller contained in this Agreement shall be true at Closing as though such representations were made at such time.

(e) Environmental. The Property shall be free of any chemical, material or substance to which exposure is prohibited, limited or regulated under any Environmental Laws (defined below) or by any federal, state, local or regional authority, or which is known to pose a hazard to health and safety, including, without limitation, petroleum, solvents, polychlorinated biphenyls (PCBs) and other chemicals which are dangerous to the environment or to human beings, lead, asbestos, and asbestos-containing materials (collectively, "Hazardous Substances").

(f) Seller's Obligations. All of the obligations of Seller under this Agreement to be performed from and after the Effective Date of this Agreement through the date of Closing (including, without limitation, cure of all Title Defects, other than Permitted Exceptions) shall have been performed by Seller.

3. Closing Deliveries.

A. Seller Closing Deliveries. In addition to the instruments and documents to be delivered by Seller at the time of Closing and referred to elsewhere in this Agreement, at or prior to Closing, Seller shall deliver to Buyer (or to Escrow Agent) the following instruments:

(a) The Deed, which shall be in usual and customary form subject to Buyer's approval, and shall convey good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, and restrictions except as may be permitted under this

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Agreement.

(b) Two (2) duly-executed counterparts of an agreement, in usual and customary form and substance, for the assignment and transfer of the Intangible Property from Seller to Buyer (the "Assignment of Rights");

(c) Title Company's standard form Owner's Affidavit and/or other forms of affidavits and/or indemnities of Seller satisfactory to the Title Company for the purpose of removing the mechanics lien exception, gap exception, parties-in-possession exception, unrecorded easements exceptions, and any other customarily-removed standard exceptions from Buyer's owner's title insurance policy for the Property;

(d) Releases of any real estate liens or other instruments or agreements to be cancelled pursuant to the terms of this Agreement, in form appropriate for recording;

(e) An affidavit or certificate that Seller is not a "foreign person" as defined by Section 1445 of the Internal Revenue Code of 1986, as amended, such affidavit or certificate to be in compliance with Section 1445(b)(2) of said Code and reasonably satisfactory to Buyer's attorney;

(f) An updated certification of the warranties and representations contained herein, which shall be limited as provided herein;

(g) A settlement statement for the Closing transaction (the "Closing Statement"), duly executed by Seller; and

(h) Any other documentation provided for herein or reasonably requested by Buyer or the Title Company to effect the sale of the Property and consummation of the agreements as contemplated herein, which are consistent with the terms hereof.

B. Buyer Closing Deliveries. At Closing, Buyer shall deliver to Escrow Agent:

(a) Two (2) duly-executed counterparts of the Assignment of Rights;

(b) The Closing Statement, duly executed by Buyer; and

(c) Any other documentation provided for herein or reasonably requested by the Title Company to effect the sale of the Property and consummation of the agreements as contemplated herein, which are consistent with the terms hereof.

4. Seller Representations.

Seller, represents to Buyer that as of the date of this Agreement and as of the time of Closing, as follows:

(a) Seller holds good and marketable title to the Property in fee simple, subject to the Permitted Exceptions and has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms and conditions hereof;

(b) Seller has not entered into, permitted, or consented to, and to the best of Seller's knowledge, no other party has entered into, permitted, or consented to, any agreements, declaration, or decree with a municipality, any other governmental entity or agency, any quasi-governmental entity or agency, or any non-government entity or private party that would affect or impair the development of the Property or increase the cost of owning or developing the Property;

(c) The Property is not subject to special taxes or assessments for roadway, sewer, or water improvements or other public improvements and, to the best of Seller's knowledge, there are no

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such special taxes or assessments for roadway, sewer, or water improvements or other public improvements pending, planned, or threatened;

(d) No options, rights of first refusal, or other Agreements have been granted or entered into which give any other party a right to purchase or acquire any interest in the Property or any part thereof;

(e) Seller has received no notice, oral or written, of the desire of any public authority or other entity to take, condemn, or use the Property or any part thereof and, to the best of Seller's knowledge, there are no condemnation or eminent domain proceedings pending, planned, or threatened against the Property or any part thereof;

(f) No payments for work, materials or improvements furnished to the Property will be due or owing at Closing and no mechanic's lien, materialman's lien, or similar lien shall exist against the Property at the time of Closing;

(g) Neither the entering into of this Agreement, nor the consummation of the sale of the Property to Buyer has or will constitute a violation or breach of any of the terms of any Agreement or other instrument to which Seller is a party or to which it is subject or by which any of its assets or properties may be affected;

(h) To the best of Seller's knowledge, there are no oils or hazardous materials or wastes stored upon or in or at the Property in violation of any environmental laws, ordinances, regulations or requirements relating thereto, and Seller has no notice or knowledge of any release of any hazardous materials or oil at, under or adjacent to the Property presently or at any time prior hereto;

(i) To the best of the Seller's knowledge, all information, documents and materials required to be delivered by Seller to Buyer are (and will be) true, correct and complete in all material respects, and constitute all of such information, documents and materials in Seller's possession, custody and/or control.

Seller will not cause, nor, to the best of Seller's ability, permit any action to be taken which would cause, any of Seller's representations in this Agreement to be false as of Closing. Seller agrees immediately to notify Buyer in writing of any event or condition which occurs prior to Closing hereunder, which causes a change in the facts related to, or the truth of, any of Seller's representations. The representations of Seller set forth in this Paragraph 32 are made as of the date hereof and shall be true as of the date of Closing. To the extent that any such representations and are not true as of the date of the Closing, Buyer shall have the right to terminate this Agreement and to receive immediate refund of the Earnest Money. However, if Buyer proceeds with Closing, such representations shall not survive Closing.

5. Condemnation. If, prior to Closing, all or any part of the Real Property or access thereto or therefrom shall become subject to condemnation through eminent domain by governmental or other lawful authority, Buyer shall have the option of either (a) completing the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Buyer, or (b) terminating this Agreement, in which event, notwithstanding any provision herein to the contrary, the Earnest Money shall be returned to the Buyer, this Agreement shall be terminated and have no further force or effect, and neither party shall have any rights or obligations thereunder.

6. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be effective as of: (i) the date of delivery, if served in person; or (ii) three (3) business days after the date of mailing, if served by certified or registered mail, postage prepaid and return receipt requested; or (iii) the next succeeding business day after deposit with a national overnight courier such as UPS and/or Federal Express; or (iv) the date of transmission, if delivered by electronic mail.

If to Buyer: Parkingway Management, LLC
27 Eliot Street, Unit 2

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Jamaica Plain, MA 02130
Email: tjmurray66@comcast.net & mike@harborlightadvisors.com

with a copy sent simultaneously (and in like manner) to:

Hinckley Allen
28 State Street
Boston, MA 02109
Attn: Thomas Bhisitkul, Esq.
Email: *tbhisitkul@hinckleyallen.com*

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If to Seller: Coldest Brook, LLC
22 Carroll Street, Unit 9
Portland, ME 04102
Email:

DS

with a copy sent simultaneously (and in like manner) to:

If to Escrow Agent: Edward Herczeg
BG Commerical/Commericial Real Estate Brokers
[Insert Broker Contact Info] 2 Market Street, 4th Floor
Portland, ME 04101
edherczeg@gmail.com

7. Miscellaneous.

A. Assignment Neither this Agreement, nor any right hereunder, may be assigned by any of the parties hereto, with the exception that Buyer may assign this Agreement and his rights hereunder to a designated nominee in which it (or any of its equity holders) has an ownership interest.

B. Changes in Writing. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but may only be changed by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

C. Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, the other provisions hereof shall remain in full force and effect in such jurisdiction and the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

D. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by Seller or Buyer, neither Party shall be liable nor responsible for, and there shall be excluded from the computation of any such period of time, any delays due to terrorist acts, strikes, riots, acts of God, pandemics, public health emergencies, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of said Party.

E. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be an original but such counterparts together shall constitute one and the same instrument notwithstanding that both parties are not signatories to the same counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile, electronic mail (e.g. in .pdf format) or another method of delivery of electronic documents and exchanging electronic signatures (e.g. DocuSign, Adobe Sign, etc.) shall be equally as effective as execution and delivery of any original executed counterpart, and such electronic signature and delivery shall be binding and enforceable. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one (1) document.

DS

8. 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 Buyer 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.

9. At Buyer's option, the parties shall execute a mutually agreeable cross access easement agreement relating to the Seller's adjacent property.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

DS

DS

DS

IN WITNESS WHEREOF, the Parties hereto have executed this Rider as of the Effective Date of the Agreement.

WITNESSES

_____

Name: _____

SELLER:

COLDEST BROOK, LLC
a Maine limited liability company

By: Jon Dilos

Name:

Title: seller
Duly Authorized

BUYER:

PARKINGWAY MANAGEMENT, LLC
a Massachusetts limited liability company

_____

Name: _____

By: Terrence J. Murray

Name: ~~Michael A. d'Hemecourt~~ Terrence J. Murray

Title: ~~Manager~~ Authorized Signatory
Duly Authorized

DS

DS

ADDENDUM 1 TO AGREEMENT

DS JD

DS TJM

Addendum to contract dated See Effective Date ~~August 20, 2022~~

between **Coldest Brook, LLC**

(hereinafter "Seller")

and **Parkingway Management, LLC**

(hereinafter "Buyer")

property located at **20 Belmont Ave, Belfast, ME**

1) Due Diligence:

Buyer shall have ninety (90) days from the execution of the Purchase and Sale Agreement to conduct its due diligence (the "Due Diligence Period"), which due diligence may include the taking of geotechnical or environmental testing provided, however, that the Property is restored to its condition prior to the conduct of any testing. Buyer shall indemnify Seller from and against any and all damages or injuries that may arise as a result of Buyer, or Buyer's agents, performing such testing. Buyer shall have the right to terminate this transaction if Buyer is not satisfied with the results of its due diligence. Within ten (10) days after the completion of the Letter of Intent, and provided the same are within the possession or control of Seller, Seller shall cause to be delivered to Buyer all due diligence materials. The Buyer shall have the option to extend the Due Diligence Period for an additional thirty (30) days with the Buyer providing the Seller with an additional deposit of five thousand dollars ($5,000). In the event the Buyer

Continued... See Addendum Addendum Terms and Conditions 1

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

Tej Mg, Manager 9/9/22		DocuSigned by: Joe Delois 355896564236488...	9/7/2022
Buyer **Parkingway Management, LLC**	Date	Seller **Coldest Brook, LLC**	Date
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date

ADDENDUM

PROPERTY: **20 Belmont Ave, Belfast, ME**

1) Addendum Terms and Conditions

exercises its option to extend the Due Diligence Period, the total deposit of [redacted] shall become non-refundable unless Seller defaults under the terms of the Purchase and Sale Agreement. The Buyer shall provide the Seller with updates every two weeks on its due diligence progress. In the event the Buyer decides not to proceed with the deal, the Buyer will provide the Seller with all copies of its survey, environmental reports and geotechnical reports that have been completed. During the Due Diligence Period, Buyer will meet with the city of Belfast, ME to review its conceptual development plan.

2) Permitting Period:

Following the Due Diligence Period the Permitting Period shall commence and Buyer shall have four (4) months to obtain all permits and approvals, beyond appeal and including building permit necessary to commence construction of Buyers desired development. Buyer shall continue to provide Seller with progress updates every two (2) weeks. Buyer shall diligently pursue permitting its intended development.

3) Permitting Period Extension:

If for any reason, including if the project is appealed, Buyer is not able to obtain full permits and approvals for its desired development during the Permitting Period, Buyer shall have the option to extend the expiration date of the Permitting Period for up to four (4) additional months until Buyer has successfully obtained full permits and approvals, beyond appeal ("Extended Permitting Period"). The Buyer shall make non-refundable payments ("Extended Permitting Period Payments") to the Seller on a monthly basis totaling [redacted] unless the Conditions to Close are not satisfied or Seller defaults under the terms of the Purchase and Sale Agreement. The Extended Permitting Period Payments shall be applied to the Purchase Price.

4) Closing Date:

Closing of the acquisition will occur thirty (30) days following the expiration of the Permitting Period (the "Closing Date").

Date: 9/9/2022

Parkway Management, LLC

[signature], Manager

Signature

Date: 9/7/2022

DocuSigned by:

Joe Delois

Signature 35...56423E4BB

Date: ______

Signature

Date: ______

Signature

EASEMENT DEED

KNOW ALL BY THESE PRESENTS THAT **BELFAST RIVER, LLC**, a Maine limited liability company with a place of business at 47 Waites Landing Road, Falmouth Maine ("Grantor"), for consideration paid, for itself, its successors and assigns grants to **COLDEST BROOK, LLC**, a Maine limited liability company having a principal place of business at 47 Waites Landing Road in Falmouth, Maine, it successors and assigns ("Grantee"), the perpetual right and easement for the following described purposes across a portion of land of the Grantor, as described in a deed recorded in the Waldo County Registry of Deeds in Book 2553, Page 16 (the "Burdened Parcel"), and being depicted on Exhibit A (the "Easement Area"), benefiting the land of the Grantee bounded and described as set forth in Exhibit B (the "Benefited Parcel"), which easement shall be appurtenant to and run with the adjoining land of Grantee, its successors and assigns.

Access Right of Way: Grantee shall have the perpetual right and easement to pass and repass on foot and with vehicles at any and all times together with the right to enter from time to time within said areas to inspect, install, construct, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over the Easement Area, for the benefit of the Benefited Parcel.

Rights of Relocation: Grantee shall have the right to unilaterally relocate the Easement Area, in part or in whole, from time to time, provided that the new location shall not unreasonably burden the Burdened Parcel, and provided that the expense of such relocation shall be borne entirely by Grantee, its successors and assigns.

Reserved Rights / Parking: Grantor, its successors and assigns, shall have the right to make use of the surface of the Easement Area as shall not be inconsistent with the Grantee's use of the Easement Area, but specifically shall place no structures, landscaping or other improvements (including utility transformers) within said Easement Area that prevents or interferes with the Grantee's ability to use the Easement Area for its intended purpose, except for the currently existing raised island, concrete apron and concrete base sign and signage. Grantee acknowledges that the construction and maintenance of improvements necessary shall not be inconsistent with the use of the Burdened Property by the Grantor.

To the extent any currently existing parking spaces on the Burdened parcel are displaced by the improvements constructed by Grantee in the Easement Area, Grantee agrees that Grantor, its successors and assigns, shall have the right to use, in common with the Grantee, an identical number of parking spaces located on the Benefited Parcel. Such parking spaces located on Grantee's land may be identified by Grantee as "shared parking" spaces.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed and sealed in its company name by Joseph A. Delois, its Manager, thereunto duly authorized, on July 11, 2016.

Signed, Sealed and Delivered
in ~~the Presence~~ of:

BELFAST RIVER, LLC,
a Maine limited liability company

By: _____
Name: Joseph A. Delois
Title: Manager

STATE OF MAINE
COUNTY OF Cumberland, ss. July 11, 2016

Personally appeared the above named Joseph A. Delois, Manager of said company, as aforesaid, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said Belfast River, LLC.

Before me,

_____
~~Notary Public~~/Attorney-at-Law
Printed Name:
Nicholas T. Morrill

IN WITNESS WHEREOF, the said Grantee has caused this instrument to be signed and sealed in its company name by Joseph A. Delois, its Manager, thereunto duly authorized, on July 11, 2016.

Signed, Sealed and Delivered
in the Presence of:

COLDEST BROOK,
a Maine limited liability company

By: _____
Name:
Title:

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. July 11, 2016

Personally appeared the above named Joseph A. Delois, Manager of said company, as aforesaid, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said Coldest Brook, LLC.

Before me,

_____
~~Notary Public~~/Attorney-at-Law
Printed Name:
Nicholas T. Morrill

LIMITED JOINDER

The undersigned, **CAMDEN NATIONAL BANK**, as owner and holder of a Mortgage, Security Agreement and Financing Statement from BELFAST RIVER, LLC recorded in the Waldo County Registry of Deeds in Book 3853, Page (the "Mortgage") or otherwise of record covering the Burdened Premises located at 22 Belmont Avenue, Belfast, Maine therein (and herein in Exhibit A), hereby confirms its consent and joins with BELFAST RIVER, LLC, in the creation of this Easement Deed in favor of COLDEST BROOK, LLC, its successors and assigns.

IN WITNESS WHEREOF, the said Camden National Bank has caused this instrument to be signed and sealed in its corporate name by Mark Stasium, its SVP, thereunto duly authorized, on July 6, 2016.

Signed, Sealed and Delivered

CAMDEN NATIONAL BANK

By: _____
Name: Mark Stasium
Title: S.V.P.

STATE OF MAINE
COUNTY OF Cumberland, ss. July 6, 2016

Personally appeared the above named Mark Stasium, SVP of said company, as aforesaid, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said CAMDEN NATIONAL BANK.

Before me,

Christine S. Rodgerson
Notary Public/~~Attorney-at-Law~~
Printed Name Christine S. Rodgerson
My Commission expires September 1, 202

SEAL

EXHIBIT A
[Easement Area]

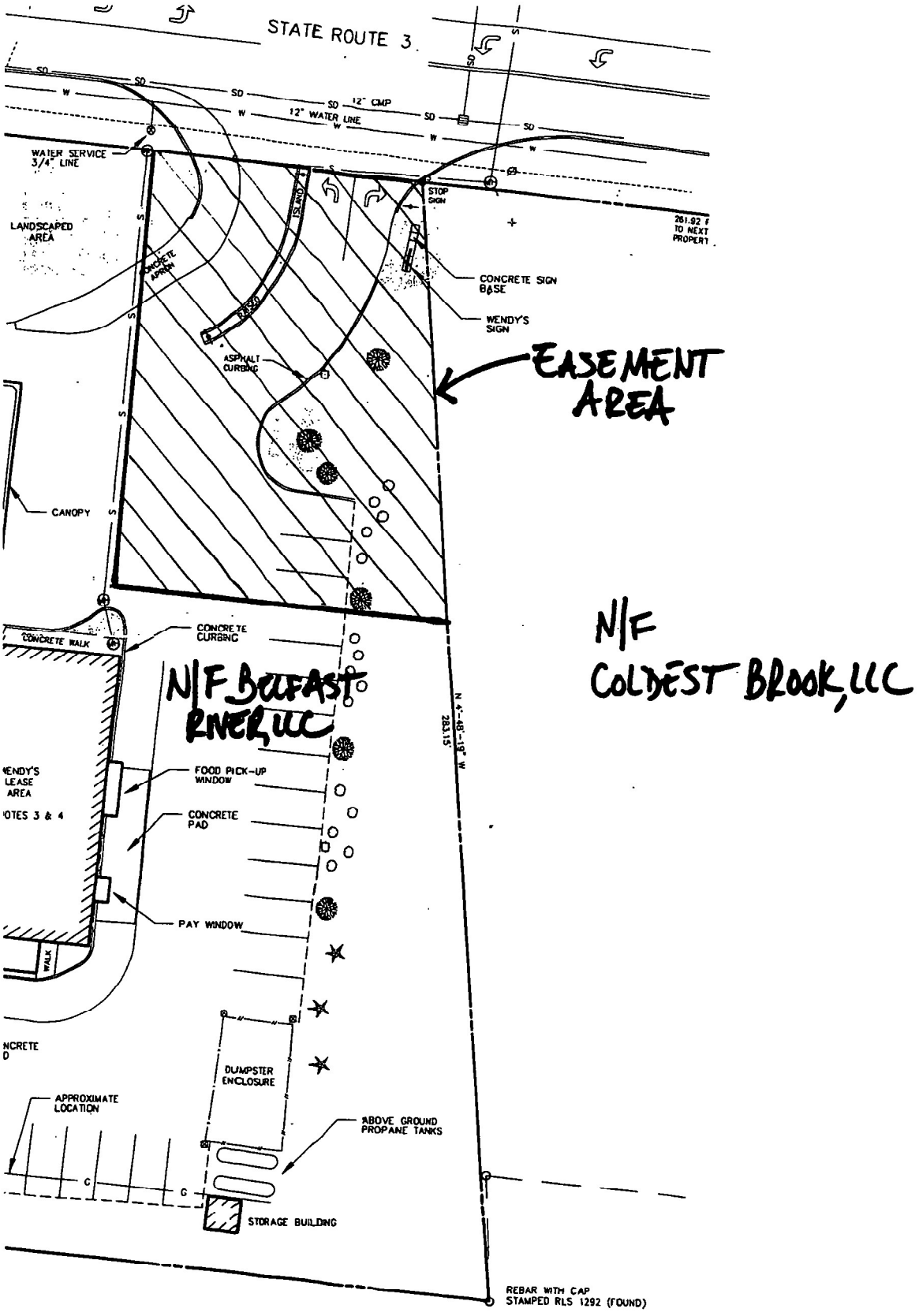


EXHIBIT B

[Benefited Parcel]

A certain lot or parcel of land situated on the southerly side of Belmont Avenue in Belfast, County of Waldo and State of Maine, and which said parcel may be further bounded and described as follows:

Beginning at a point which is the northeasterly corner of those premises conveyed from Alfred J. Dutch to Frost and Wilkins, Inc. by deed dated June 28, 1960 and recorded in the Waldo County Registry of Deeds in Book 569, Page 312; thence easterly and in the southerly line of Belmont Avenue two hundred fifty (250) feet to a point; thence southerly in a line parallel to the easterly line of those premises conveyed from A.J. Dutch to Frost and Wilkins, Inc. by deed aforedescribed (said course having been observed in 1960 as being South 0° 25' East) two hundred fifty (250) feet to a point; thence westerly in a line parallel with the southerly bound of Belmont Avenue (being Route 3, so-called) two hundred fifty (250) feet to the easterly line of those premises conveyed from Alfred J. Dutch to Frost and Wilkins, Inc. by deed aforedescribed; thence northerly and in said easterly bound two hundred fifty (250) feet to the point of beginning.

It is meant and intended to describe and convey a two hundred fifty (250) by two hundred fifty (250) foot parcel situated just easterly of and contiguous with the deed to Frost and Wilkins, Inc. recorded in the Waldo Registry of Deeds in Book 579, Page 312.

WALDO SS: RECEIVED

Jul 12,2016
at 02:33P
ATTEST: Stacy L. Grant
REGISTER OF DEEDS

TITLE COMMITMENT EXCEPTIONS (TCE):

FROM CATIC, FILE NUMBER: NCSH 22-1508, AGENT NUMBER: 006895, DATED NOVEMBER 10, 2022.

11. Easement from Charles Springer to Central Maine Power Company and New England Telephone & Telegraph Company, dated November 17, 1999, recorded in the Waldo County Registry of Deeds in Book, 1977, Page 315. SURVEY FINDINGS: AS SHOWN ON PLAN AND NOTE 7C.
12. Easement from Charles M. Springer to Central Maine Power Company, dated June 2, 2001 and recorded in the Waldo County Registry of Deeds in Book 2128, Page 182. SURVEY FINDINGS: AS SHOWN ON PLAN AND NOTE 7C.
13. Notice of Layout and Taking by the State of Maine, Department of Transportation, dated September 29, 2001, recorded in the Waldo County Registry of Deeds in Book 2734, Page 182. SURVEY FINDINGS: AS SHOWN ON PLAN AND NOTE 7D.
14. Easement from Belfast River, LLC to Coldest Brook, LLC, dated July 11, 2016 and recorded in the Waldo County Registry of Deeds in Book 4076, Page 238. SURVEY FINDINGS: AS SHOWN ON PLAN AND NOTE 7B.

RECORD DESCRIPTION OF 20 BELMONT AVE:

A certain lot or parcel of land, with the buildings and improvements thereon, situated on the southerly side of Belmont Avenue in Belfast, County of Waldo and State of Maine, and which said parcel may be further bounded and described as follows:

Beginning at a point which is the northeasterly corner of those premises conveyed from Alfred J. Dutch to Frost and Wilkins, Inc. by deed dated June 28, 1960 and recorded in the Waldo County Registry of Deeds in Book 569, Page 312; thence easterly and in the southerly line of Belmont Avenue two hundred fifty (250) feet to a point; thence southerly in a line parallel to the easterly line of those premises conveyed from A.J. Dutch to Frost and Wilkins, Inc.by deed aforedescribed (said course having been observed in 1960 as being South 0° 25' East) two hundred fifty (250) feet to a point; thence westerly in a line parallel with the southerly bound of Belmont Avenue (being Route 3, so-called) two hundred fifty (250) feet to the easterly line of those premises conveyed from Alfred J. Dutch to Frost and Wilkins, Inc. by deed aforedescribed; thence northerly and in said easterly bound two hundred fifty (250) feet to the point of beginning.

It is meant and intended to describe and convey a two hundred fifty (250) by two hundred fifty (250) foot parcel situated just easterly of and contiguous with the deed to Frost and Wilkins, Inc. recorded in the Waldo Registry of Deeds in Book 579, Page 312.

LEGEND

EXISTING

- PROPERTY LINE/R.O.W.
- ABUTTER LINE/R.O.W.
- DEED LINE/R.O.W.
- EASEMENT
- SETBACK
- IRON PIPE/ROD
- EDGE WETLAND
- WETLANDS
- UPLANDS
- LEDGE
- EDGE PAVEMENT
- EDGE CONCRETE
- PAVEMENT PAINT
- CURB LINE
- TREELINE
- 120 118 CONTOURS
- STOCKADE FENCE
- DECIDUOUS TREE
- SHRUB
- BOLLARD
- SIGN
- W WATER
- IRRIGATION VALVE
- S SANITARY MANHOLE
- S SANITARY SEWER
- SD STORM DRAIN
- CATCH BASIN
- OHU OVERHEAD UTILITY
- UGE UNDERGROUND ELECTRIC
- T TRANSFORMER PAD
- LIGHT POLE
- UTILITY POLE
- GUY WIRE
- HANDHOLE

GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 INCH = 20 FT.

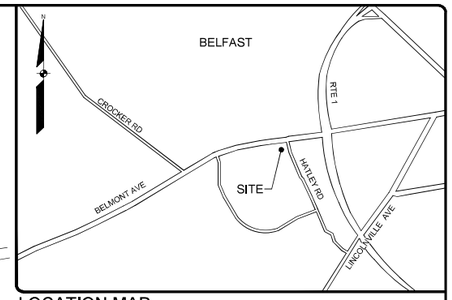
CERTIFICATION:

TO PARKINGWAY MANAGEMENT, LLC, CATIC, AND THE FOREGOING PARTIES' SUCCESSORS AND ASSIGNS, AS THEIR INTERESTS MAY APPEAR:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS: 2, 3, 4, 11A, 13, 16, AND 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 23, 2022.

JUSTIN S. BROWN
MAINE PLS 2615
SEBAGO TECHNICS, INC.

12/12/2022
DATE OF PLAT



LOCATION MAP

N.T.S.

GENERAL NOTES:

1. THE RECORD OWNER OF THE PARCEL IS COLDEST BROOK LLC BY DEED DATED JULY 11, 2016 AND RECORDED AT THE WALDO COUNTY REGISTRY OF DEEDS (WCRD) IN BOOK 4076, PAGE 244.
2. THE PROPERTY IS SHOWN AS LOT 12B ON THE CITY OF BELFAST TAX MAP 5 AND IS LOCATED IN THE ROUTE 3 COMMERCIAL DISTRICT.
3. SPACE AND BULK CRITERIA FOR THE ROUTE 3 COMMERCIAL DISTRICT ARE AS FOLLOWS:

   NET RESIDENTIAL DENSITY:

MINIMUM LOT SIZE:	1 ACRE
MINIMUM STREET FRONTAGE:	200 FT
MINIMUM FRONT YARD:	35 FT
MINIMUM SIDE YARD:	25 FT
MINIMUM REAR YARD:	15 FT
MAXIMUM BUILDING HEIGHT:	45 FT
MAXIMUM BUILDING COVERAGE:	N/A

   * SEE ORDINANCE FOR MORE PARTICULAR INFORMATION.
4. TOTAL AREA OF PARCEL IS APPROXIMATELY 1.43 ACRES.
5. BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED UPON FIELD WORK PERFORMED BY SEBAGO TECHNICS, INC. IN NOVEMBER, 2022 AND PLAN REFERENCES IN SECTION 6. CARLSON BRX6 BASE/ROVER GPS UNITS CAPABLE OF SUB-CENTIMETER ACCURACY WAS USED TO COLLECT THIS DATA.
6. PLAN REFERENCES:
   A. "DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP STATE HIGHWAY "28" BELFAST" SHEETS 1-4 DATED APRIL, 2004 AND RECORDED IN THE WCRD IN PLAN BOOK 20, PAGE 187-190. D.O.T. FILE NO. 14-175.
   B. "DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP STATE HIGHWAY "28" BELFAST" SHEET 5 DATED SEPTEMBER, 1979. D.O.T. FILE NO. 14-130.
   C. "SURVEY OF THE DUTCH CHEVROLET INC. PROPERTY" BY ALBERT C. NELSON & ASSOCS. UPDATED MAY 18, 1989 BY GARROLD CO. OF SEARSPORT, ME.
   D. "BOUNDARY SURVEY OF THE DEAD RIVER COMPANY PROPERTY FOR BELFAST RIVER, LLC" BY PLISGA AND DAY LAND SURVEYORS DATED JANUARY 27, 2004.
   E. "STANDARD BOUNDARY SURVEY FOR MBNA PROPERTIES, INC" BY COFFIN ENGINEERING AND SURVEYING DATED MAY 12, 1995.
   F. "BOUNDARY SURVEY TOPOGRAPHIC SURVEY FOR BAR HARBOR BANK AND TRUST JD DESIGN ASSOCIATES" BY E.S. COFFIN ENGINEERING AND SURVEYING, INC DATED NOVEMBER 15, 2018.
7. DEED NOTES AND REFERENCES
   A. THIS HATCHED AREA REPRESENTS A DIFFERENCE OF OPINION BETWEEN THIS SURVEYOR AND THE PLANS REFERENCED IN NOTE 6D & 6F. PLAN REFERENCE 6E SHOWS A POSSIBLE TITLE ISSUE DUE TO THE DEED LANGUAGE IN THE OPERATIVE DEED OF THE PARCEL SHOWN HEREON AS THE LANDS NOW OR FORMERLY OF BELFAST RIVER LLC. SAID DEED BEING FROM ALFRED J. DUTCH TO FROST AND WILKINS INC DATED JUNE 28, 1960 AND RECORDED IN THE WCRD IN BOOK 579, PAGE 312. THIS DEED CALLS FOR THE WESTERLY LINE OF THE SAID PROPERTY TO BE DEFINED BY TWO PIPES AND BY "THE WESTERLY BOUNDARY OF MY LAND." PLAN REFERENCE 6E SHOWS A PIPE AT THE NORTHWEST AND SOUTHWEST CORNERS OF THE BELFAST RIVER LLC PROPERTY. AS WELL AS THE EXTENSION OF A CALCULATED LINE FROM THE INTERIOR OF THE LARGER DUTCH PARCEL TO THE SOUTHERLY LINE OF BELMONT AVE THAT IS MEANT TO REPRESENT THE EXTENTS OF THE PARCEL OWNED BY DUTCH AT THE TIME. THESE LINES' BEARINGS DIFFER BY APPROXIMATELY TWO DEGREES (+/-). IT IS THIS SURVEYOR'S OPINION THAT THE WESTERLY BOUNDARY LINE OF THE FROST AND WILKINS PARCEL WAS SET BY THESE TWO PIPES AS THEY WERE CALLED FOR IN THE OPERATIVE DEED. RECOVERED IN 1995, AND SHOWN ON PLAN REFERENCE 6E, THE SIDELINES OF THE LOCUS PARCEL WERE SET IN A DEED FROM DUTCH CHEVROLET, OLDSMOBILE, BUICK, INC TO CHARLES M SPRINGER BY DEED DATED SEPTEMBER 28, 1984 AND RECORDED IN THE WCRD IN BOOK 829, PAGE 732. IN THIS DEED, THE SIDELINES OF THE LOCUS PARCEL ARE DESCRIBED TO BE "IN A LINE PARALLEL TO THE EASTERLY LINE OF THOSE PREMISES CONVEYED FROM A. J. DUTCH TO FROST AND WILKINS, INC." THE PROPERTY LINE SHOWN HEREON AS DERIVED FROM PLAN REFERENCE 6D IGNORES THE POSITION OF THE WESTERLY PIPES CALLED FOR IN THE AFOREMENTIONED DEED AND HOLDS THE CALCULATED LINE EXTENSION OF THE FORMER DUTCH PROPERTY. A BOUNDARY LINE AGREEMENT IS RECOMMENDED BETWEEN THE FOLLOWING PARTIES TO CLEAR TITLE: ATHENA HEALTH INC (3186/297); BELFAST RIVER LLC (2553/16); DUTCH CHEVROLET INC (452/440); COLDEST BROOK LLC (4076/244).
   B. THE LOCUS PARCEL IS BENEFITED BY AN ACCESS EASEMENT DESCRIBED IN A DEED RECORDED IN THE WCRD IN BOOK 4076, PAGE 238. THIS DEED DOES NOT INCLUDE A METES AND BOUNDS OR DEFINED DESCRIPTION, ONLY A SKETCH SHOWING THE BOUNDARY LINES OF EACH PARCEL AS SHOWN ON PLAN REFERENCE 6D. THE EASEMENT LINES SHOWN HEREON HAVE BEEN SCALED FROM THIS PDF SKETCH. THE AFOREMENTIONED DEED STATES THIS EASEMENT CAN BE RELOCATED, PROVIDED THAT "THE NEW LOCATION SHALL NOT UNREASONABLY BURDEN THE BURDENED PARCEL." AMONGST OTHER STIPULATIONS. THIS DEED SHOULD BE REVIEWED BY ALL PARTIES PRIOR TO A CHANGE OF USE.
   C. THE LOCUS PARCEL IS ENCUMBERED BY 2 GUYING EASEMENTS TO THE BENEFIT OF CENTRAL MAINE POWER COMPANY, BOTH BEING RECORDED IN THE WCRD: BY DEED DATED NOVEMBER 17, 1999 IN BOOK 1977, PAGE 315 AND BY DEED DATED JUNE 2, 2001 IN BOOK 2128, PAGE 128.
   D. PROPERTY LINE AFTER MDOT TAKING PER DEED RECORDED IN THE WCRD IN BOOK 2734, PAGE 182.
   E. BELMONT AVE (ROUTE 3) IS A 4 ROD ROAD IN FRONT OF THE LOCUS PARCEL.
8. PLAN ORIENTATION IS GRID NORTH, MAINE STATE PLANE COORDINATE SYSTEM, EAST ZONE 1802-NAD83. ELEVATIONS DEPICTED HEREON ARE NAVD88. BASED ON DUAL FREQUENCY GPS OBSERVATIONS.
9. BENCHMARK:

   BM-1 MAG NAIL IN PAVEMENT ELEVATION: 202.83' (NAVD88)
10. UTILITY INFORMATION DEPICTED HEREON, UNLESS OTHERWISE NOTED, IS OF QUALITY LEVEL D PER AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) STANDARD CI/ASCE 38-02. UTILITIES DEPICTED HEREON MAY NOT NECESSARILY REPRESENT ALL EXISTING UTILITIES. CONTRACTORS AND/OR DESIGNERS NEED TO CONTACT DIG-SAFE SYSTEMS, INC. (1-888-DIG-SAFE) AND FIELD VERIFY EXISTING UTILITIES WITHIN THE PROJECT AREA PRIOR TO CONSTRUCTION AND/OR EXCAVATION. UNDERGROUND UTILITIES SHOWN ARE BASED ON MARKINGS BY PROMARK UTILITY LOCATING, INC ACCEPT AS NOTED.
11. THE LOCUS PROPERTY AS DEPICTED HEREON DOES NOT FALL WITHIN A SPECIAL FLOOD HAZARD AREA AS DELINEATED ON THE PRELIMINARY FLOOD INSURANCE RATE MAP FOR BELFAST, MAINE, WALDO COUNTY, COMMUNITY-PANEL NUMBER 2301290442E, HAVING AN EFFECTIVE DATE OF JULY 6, 2015. THE LOCUS FALLS WITHIN AN AREA IDENTIFIED AS ZONE X, AREAS OF MINIMAL FLOOD HAZARD.
12. A WETLAND DELINEATION WAS PERFORMED ON THIS PROJECT SITE IN SEPTEMBER OF 2022 BY COLE PETERS, PROFESSIONAL WETLAND SCIENTIST OF SEBAGO TECHNICS, INC. THIS DELINEATION CONFORMS TO THE STANDARDS AND METHODS OUTLINED IN THE 1987 WETLANDS DELINEATION MANUAL AND NORTHEAST REGIONAL SUPPLEMENT AUTHORED AND PUBLISHED BY THE U.S. ARMY CORPS OF ENGINEERS. ALL WETLAND FLAGS WERE LOCATED USING GLOBAL POSITIONING SYSTEMS (GPS) TECHNOLOGY CAPABLE OF DECIMETER ACCURACY.

STATE OF MAINE
JUSTIN S. BROWN
2615
PROFESSIONAL
LAND SURVEYOR

REV	BY	DATE	STATUS
A	JSB	12/12/22	ALTA SURVEY ISSUED FOR COMMENTS

THIS PLAN SHALL BE ACCEPTED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, ADDITIONS OR OTHER USE SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.

SEBAGO TECHNICS
WWW.SEBAGOTECHNICS.COM
75 John Roberts Rd, Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

ALTA/NSPS LAND TITLE SURVEY
OF:
LANDS OF COLDEST BROOK, LLC
20 BELMOT AVE
BELFAST, ME
FOR:
HARBORLIGHT ADVISORS
P.O. BOX 9613
PORTLAND, ME 04104

DESIGNED	-
DRAWN	OLK
CHECKED	JSB
DATE	12/05/2022
SCALE	1" = 20'
PROJECT	220473

SHEET 1 OF 1

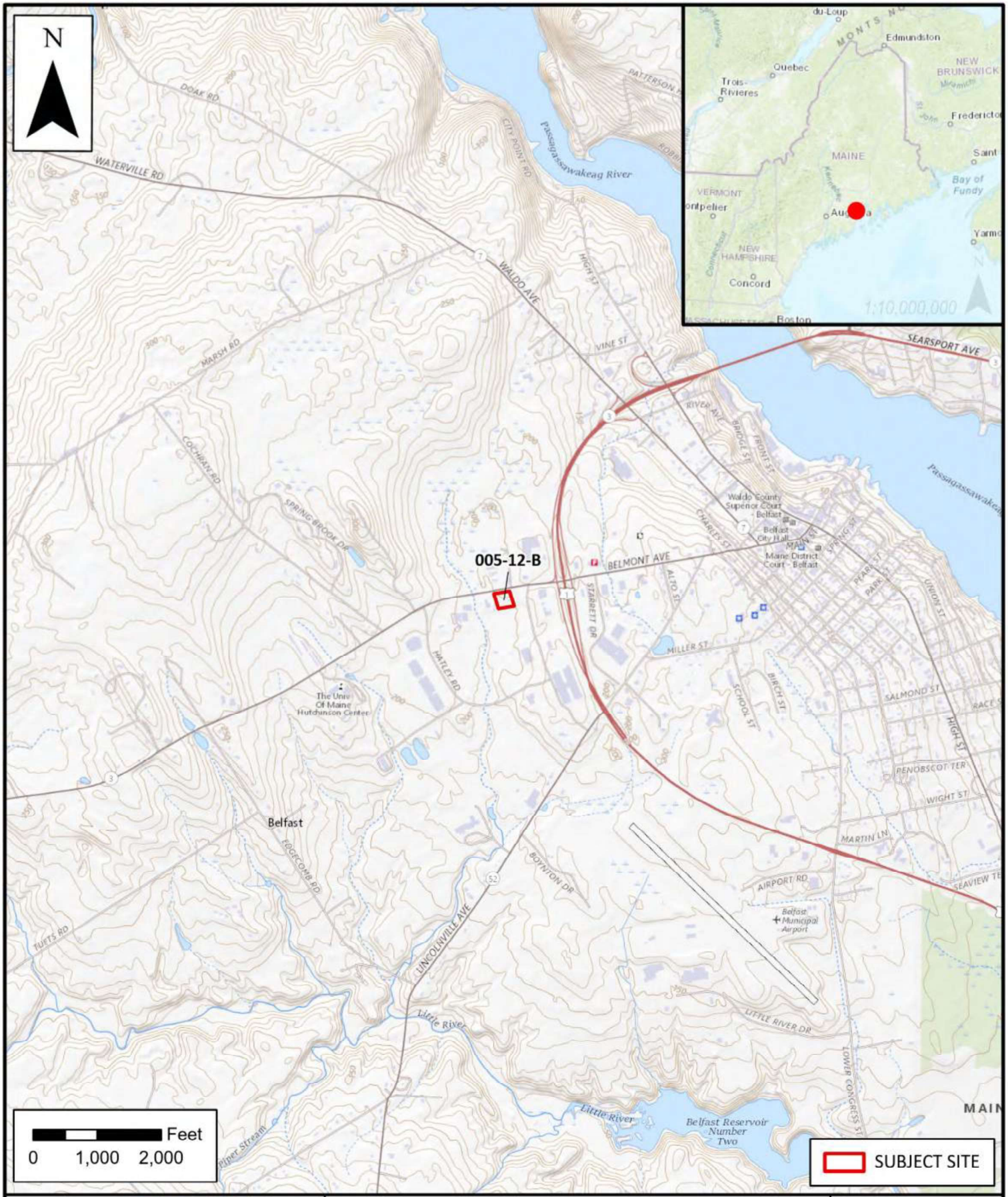
220473EC.dwg - TAB EC

Exhibit 2

Location Map

Exhibit 2 – Location Map

Please see the enclosed location map which shows the proposed development in relation to existing streets.



SEBAGO TECHNICS

WWW.SEBAGOTECHNICS.COM
75 John Roberts Rd. - Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

LOCATION MAP

HARBORLIGHT ADVISORS

SCALE:	1:24,000
DATE:	1/11/2023

LOCATION:
0 BELMONT AVENUE
BELFAST, ME

INFORMATION:
MAINE GEOLIBRARY
USGS QUADRANGLE

Exhibit 3

Financial Capacity

Exhibit 3 – Financial Capacity

Please see this Exhibit for proof of financial capacity.

WALDRON H. RAND
& COMPANY, P.C.
Certified Public Accountants
Over 100 Years of Service

March 14, 2023

Bub Fournier, Director, Planning and Codes Department
Jon Boynton, City Planner
City of Belfast, Mane
131 Church Street
Belfast, ME 04915

Dear sirs,

I am the longstanding outside CPA for Michael d'Hemecourt, Terrence Murray and Patrick Cleary. I manage the tax returns for all their personal and business endeavors. This real estate development team has executed multiple projects together of similar nature to this specific deal. They have the financial liquidity and technical ability to develop the project in a manner consistent with state and local performance, environmental and technical standards.

Should you have any questions, please feel free to contact me at (781) 449-5825

Sincerely,

Brian Dlugasch, CPA

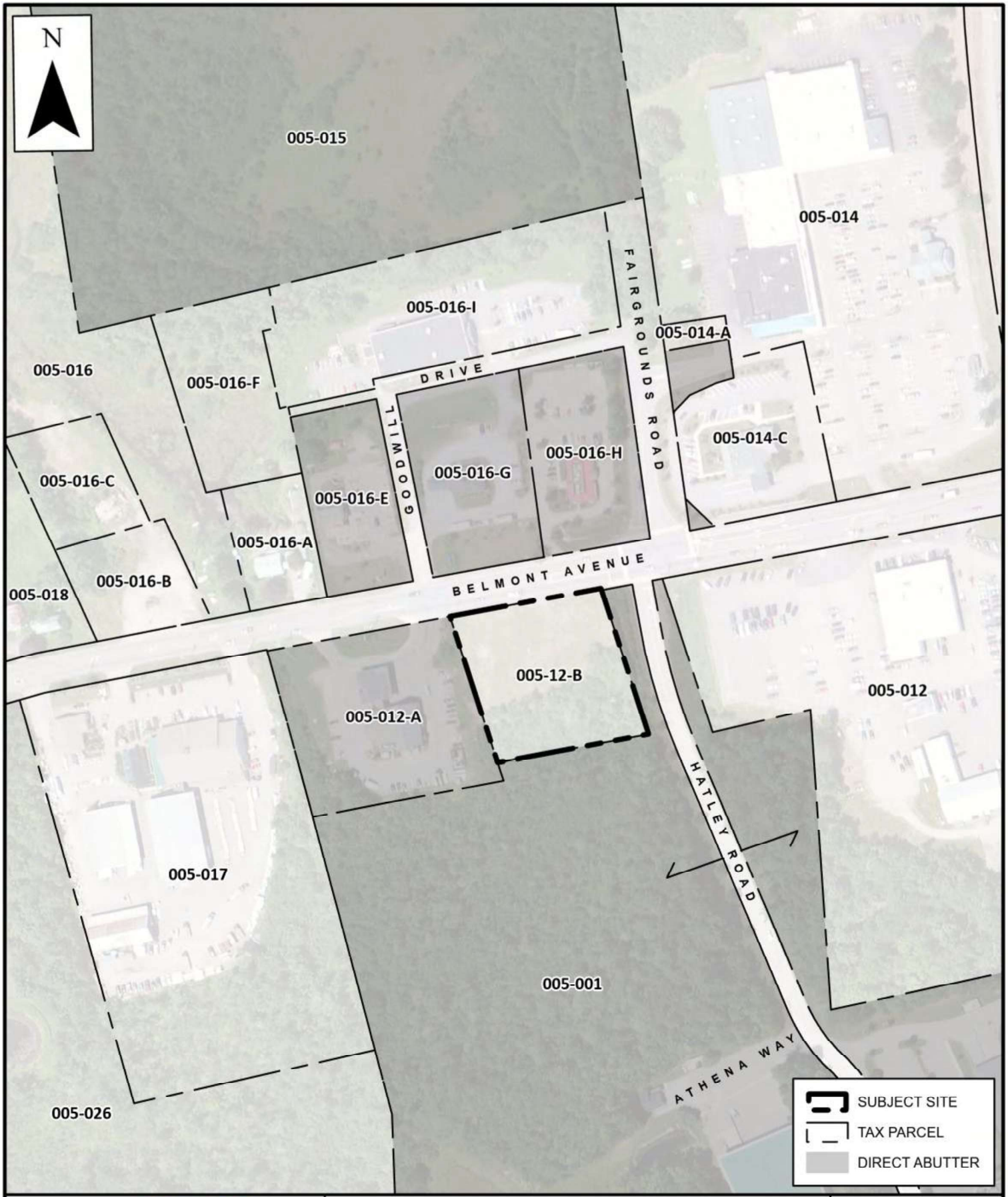
Exhibit 4

Abutters

Exhibit 4 – Abutters

Please see below for a map and table of the location, ownership, zone and present use of the immediate abutters for the site.

Map-Lot	Address	Owner	Zone	Use
5-1	3 HATLEY ROAD	ATHENAHEALTH, INC.	OFFICE PARK	OFFICE
5-12	6 BELMONT AVENUE	DUTCH CHEVROLET INC	ROUTE 3 COMMERCIAL	AUTOMOBILE CENTER & SERVICE GARAGE
5-12-A	22 BELMONT AVENUE	BELFAST RIVER LLC	ROUTE 3 COMMERCIAL	CONVENIENCE & FAST FOOD
5-16-E	23 BELMONT AVENUE	BOUCHARD PROPERTIES, LLC	ROUTE 3 COMMERCIAL	FAST FOOD
5-16-G	17 BELMONT AVENUE	BLACKSTONE PROPERTIES LLC	ROUTE 3 COMMERCIAL	BANK
5-16-H	15 BELMONT AVENUE	THERRIEN, DANA M	ROUTE 3 COMMERCIAL	FAST FOOD



SEBAGO TECHNICS

WWW.SEBAGOTECHNICS.COM
75 John Roberts Rd. - Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

TAX PARCEL MAP

HARBORLIGHT ADVISORS

SCALE: 1:2,500

DATE: 2/2/2023

LOCATION:
0 BELMONT AVENUE
BELFAST, ME

INFORMATION:
MAINE GEOLIBRARY
CITY OF BELFAST, MAINE

Exhibit 5

Utilities

Exhibit 5 – Utilities

Water:
A proposed water service line will extend from the existing water main in Belmont Ave. Please see the attached communication with the Belfast Water District.

Wastewater:
A proposed sewer main will connect into the existing sewer main in Belmont Ave. Please see the attached communication with the City of Belfast's Sewer Department.

Electrical:
Three phase power will be extended onto the site from Belmont Ave.

Jake S. Hunnewell

From: Annaleis Hafford <annaleis@olverassociatesinc.com>
Sent: Monday, February 27, 2023 1:41 PM
To: Jake S. Hunnewell
Cc: Amy Bell Segal; Bub Fournier; Mandy Olver; Travis Jones; Wastewater Treatment; Bub Fournier
Subject: RE: Belfast Sewer Capacity for New Development

Jake –

We understand that you are preparing plans and permit applications for the proposed Convenient MD that is being planned for at the lot at the intersection of Belmont Avenue and Hatley Road. This proposed development is estimated to discharge a maximum of 1,470 GPD using the subsurface wastewater rules. We understand that the actual daily flows may be far less than this which average around 95-200 GPD. On behalf of the WWTP, we do not see that this would be an issue for any of the downstream pump stations or the City's sewer system. The City's wastewater treatment plant has sufficient capacity to treat this planned project.

Thanks,
Annaleis

From: Jake S. Hunnewell <jhunnewell@sebagotechnics.com>
Sent: Thursday, February 16, 2023 9:42 AM
To: Annaleis Hafford <annaleis@olverassociatesinc.com>
Cc: Amy Bell Segal <absegal@sebagotechnics.com>; Bub Fournier <directorplanning@cityofbelfast.org>; Mandy Olver <mandy@olverassociatesinc.com>; Travis Jones <travis@olverassociatesinc.com>; Wastewater Treatment <wwtp@cityofbelfast.org>
Subject: RE: Belfast Sewer Capacity for New Development

Hi Annaleis,

Please see the attached sewer capacity letter and preliminary Grading and Utility Plan for the proposed Convenient MD to be located along Belmont Avenue, near the intersection with Hatley Road.

I hope that we have provided sufficient information for you to review the proposed development and to provide an ability to serve letter for the project. If you have any questions or need additional information please let me know.

Thank you,

Jake Hunnewell, EI *Civil Engineer*
Sebago Technics, Inc. | An Employee-Owned Company
75 John Roberts Rd., Suite 4A, South Portland, ME 04106
Office: 207.200.2100 | Direct: 207.200.2139 | Fax: 207.856.2206
jhunnewell@sebagotechnics.com | www.sebagotechnics.com

From: Annaleis Hafford <annaleis@olverassociatesinc.com>
Sent: Monday, February 13, 2023 9:04 AM
To: Jake S. Hunnewell <jhunnewell@sebagotechnics.com>
Cc: Amy Bell Segal <absegal@sebagotechnics.com>; Bub Fournier <directorplanning@cityofbelfast.org>; Mandy Olver <mandy@olverassociatesinc.com>; Travis Jones <travis@olverassociatesinc.com>; Wastewater Treatment <wwtp@cityofbelfast.org>
Subject: RE: Belfast Sewer Capacity for New Development

Jake –

Please provide me with details of the development related to the size of the development, the expected occupancy and the expected flows being discharged. Once I have that information, I can provide you with a capacity opinion letter.

Thanks,
Annaleis

From: Jake S. Hunnewell <jhunnewell@sebagotechnics.com>
Sent: Monday, February 13, 2023 8:51 AM
To: Annaleis Hafford <annaleis@olverassociatesinc.com>
Cc: Amy Bell Segal <absegal@sebagotechnics.com>
Subject: Belfast Sewer Capacity for New Development

Hi Annaleis,

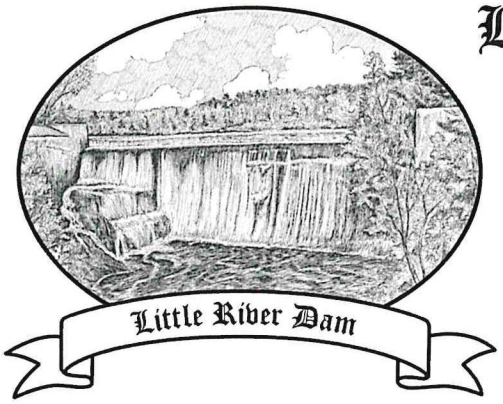
Convenient MD is looking to develop a new medical building in Belfast along Belmont Avenue, near the intersection with Hatley Road. It is my understanding that if municipal services are to be utilized, a letter from the City indicating current capacity and availability of municipal sewer shall be submitted for the record.

What is the process for receiving a sewer capacity letter for a new development planning to utilize the municipal sewer system?

Please let me know if you have any questions or need additional information.

Thank you,

Jake Hunnewell, EI *Civil Engineer*
Sebago Technics, Inc. | An Employee-Owned Company
75 John Roberts Rd., Suite 4A, South Portland, ME 04106
Office: 207.200.2100 | Direct: 207.200.2139 | Fax: 207.856.2206
jhunnewell@sebagotechnics.com | www.sebagotechnics.com



Belfast Water District

41 Wight Street
P.O. Box 506
Belfast, Maine 04915-0506

www.belfastwater.org
email: info@belfastwater.org

TEL 207-338-1200
FAX 207-338-0444

February 15, 2023

Jake Hunnewell

Email: jhunnewell@sebagotechnics.com

RE: Convenient MD, Belmont Avenue/Hatley Road, Belfast, Maine

First of all, I am pleased to advise you that the Belfast Water District has sufficient capacity to serve the proposed development, and we look forward to it coming to Belfast.

The District will provide a separate service on the street at the owner's expense. Then your contractor can lay a new water service for the building using the District's specified materials. The Belfast Water District's specifications can be found on our website at:

www.belfastwater.org under the Customer Service tab 'New-Service-Installation.'

Application for new water service installation is required to provide a cost estimate. This fillable application can also be found our website under the same tab as mentioned above. The District must receive advance payment before the start of construction. Upon determination of the final costs incurred, the amount advanced shall be adjusted to the actual cost of the construction either by the District's return to the application any excess amount or by an additional payment by the applicant to the District to cover any deficiency.

If I may be of further assistance, please do not hesitate to contact me.

Sincerely,

Keith H. Pooler, Superintendent
BELFAST WATER DISTRICT

KHP:tmm

Exhibit 6

Traffic

Exhibit 6 – Traffic

Please see this Exhibit for the Traffic Impact Study

SEBAGO TECHNICS

CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE

Traffic Impact Study
Belfast ConvenientMD
Belfast, Maine

Applicant:
Parkingway Management, LLC
P.O. Box 963
Portland, Maine 04104

Prepared By:
Sebago Technics, Inc.
75 John Roberts Road, Suite 4A
South Portland, Maine 04106

March 17, 2023

Traffic Impact Study

Belfast ConvenientMD

Belfast, Maine

Table of Contents

List of Appendices

1.0 Introduction

On behalf of Parkingway Management, LLC, Sebago Technics, Inc. has prepared this Traffic Impact Study (TIS) to evaluate the impact of the proposed Belfast ConvenientMD on the adjacent roadway network. The proposed project is in Belfast, Maine on an undeveloped lot located on the southwest corner of the Belmont Avenue (Route 3) and Hatley Road intersection. The development is to include a 4,997 square foot (SF) medical facility. Construction is anticipated to begin in summer of 2023 with completion and occupancy in late 2023/early 2024.

This study details estimated trip generation of the development, roadway traffic volumes, provides a vehicular capacity analysis, turn lane warrant analysis, and a full safety review, including crash data and sight distance evaluation.

2.0 Study Area

Based on the trip generation and assignments, outlined in Section 6 – Trip Generation and Section 7 – Trip Assignment, the study area for analysis purposes includes the proposed site access drive on Belmont Avenue and the intersection of Goodwill Drive and Belmont Avenue.

3.0 Existing Conditions

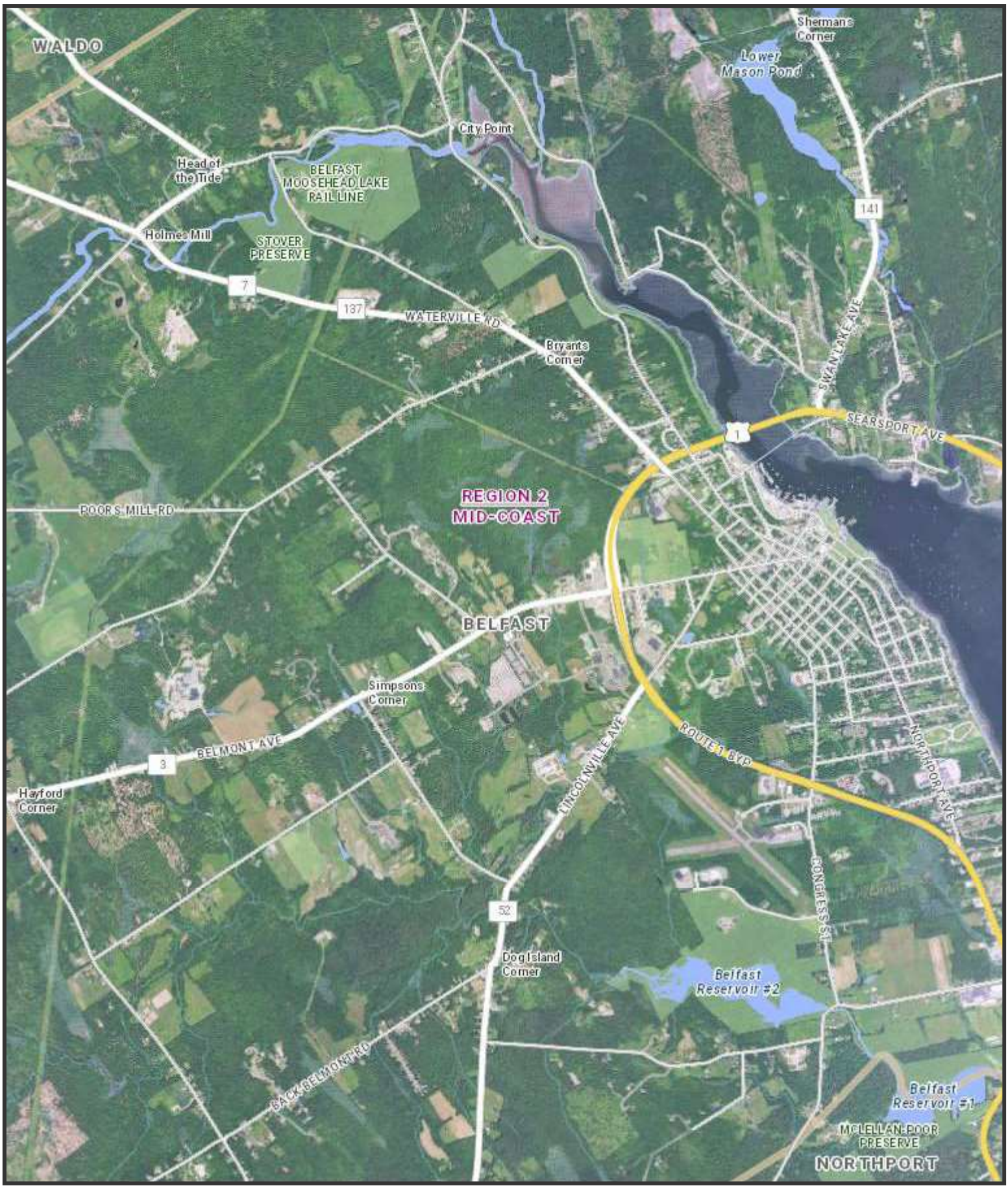
The proposed development is located on the southwest corner of the Belmont Avenue (Route 3) and Hatley Road intersection. The lot is made up of approximately 1.43 acres of land referred to as Map 5 Lot 12-B in Belfast. The site is bordered by Belmont Avenue to the north, Hatley Road to the east, a gas station/coffee shop to the west, and undeveloped land to the south. A location map is included in this study for reference.

Belmont Avenue in the project vicinity is classified as an Urban Other Principal Arterial State Highway. Belmont Avenue has a posted speed limit of 40 MPH in the vicinity of the proposed site drive. The factored AADT as published by the Maine Department of Transportation (MaineDOT) is 9,128 vehicles.

4.0 Site Access

Access to the site is proposed via a right-in, right-out only driveway on Belmont Avenue. The proposed driveway is located approximately 160 feet to the east of the existing driveway serving 22 Belmont Avenue and approximately 135 feet west of Hatley Road. A connection will be provided to the existing full movement driveway at 22 Belmont Avenue. Parking for the site would be located on the south and east sides of the site.

LOCATION MAP



0.65 Miles

1 inch = 0.72 miles

Date: 2/16/2023
Time: 11:47:19 AM

5.0 Base Traffic Volumes

Turning movement counts (TMCs) were collected on Tuesday, February 7, 2023 at the following intersections for the AM (7:00 – 9:00 AM) and PM (3:00 – 6:00 PM) peak hour periods:

- Belmont Avenue (Route 3) at Hatley Road and Fairgrounds Road
- Belmont Avenue (Route 3) at Goodwill Drive and Site Access

The TMCs indicate the AM Peak Hour occurring from 7:15 to 8:15 AM and the PM Peak Hour occurring from 3:30 to 4:30 PM.

These counts were then adjusted to account for seasonal variations in traffic volumes. Typical MaineDOT practice is to adjust counts to the 30th Highest Hour using the data published in the MaineDOT Weekly Group Mean Factors report. Belmont Avenue is classified by MaineDOT as Group II+III. Data for this classification from the most recently published 2022 MaineDOT Weekly Group Mean Factors would result in a peak hour adjustment rate of 1.36/0.76 = 1.79 for the collected data. Initial investigation revealed that using this high adjustment factor would result in over-saturated baseline conditions.

To further evaluate if this factor would be appropriate, a previously conducted TMC by MaineDOT on July 19, 2017 for the Hatley Road intersection was obtained to compare the collected count data with this historical count data.

The 2017 summer counts were factored by an annual growth factor of 1.0% to provide a comparison to the collected 2023 counts. This growth factor was selected based on traffic volume data for Belmont Avenue reviewed in the vicinity of the site from the most recent Annual Traffic Count Report by MaineDOT. The location and associated historical Average Annual Daily Traffic (AADT) are summarized in Table 1:

Table 1 – Average Annual Daily Traffic Data

Location	*2014 AADT*	*2017 AADT*	*Annual Growth Rate*
Route 3 W/O Goodwill Drive	10,130	9,440	-2.27%

As demonstrated in Table 1, a negative average annual growth rate was realized on the adjacent roadway system from 2014 to 2017. As such, a growth rate of 1.0% was utilized in order to conservatively project the 2017 volumes to 2023, as well as the collected 2023 volumes to 2024 base no-build conditions.

Once applying this growth factor to the 2017 counts, it was determined that the counts collected in February 2023 were approximately 12% lower than the counts collected in July 2017 factored to 2023. Therefore, for this traffic study the February 2023 counts have been adjusted seasonally by a factor of 1.12.

Background volumes factored to peak summer conditions are shown for the study area in Figure 1. It should be noted that Hatley Road/Fairgrounds Road and Goodwill Drive are not thoroughfares and provide access to businesses, therefore turning movement volumes entering and exiting these roadways were not factored seasonally or yearly.

Additionally, the City of Belfast Director of Planning was contacted to determine what other development in the vicinity of the site was approved, yet unbuilt that should be included in the background volumes. No other projects were identified.

The 2024 no-build volumes, inclusive of the annual growth are shown in Figure 2 for the AM and PM peak hour periods.

6.0 Trip Generation

Trip generation was completed utilizing the 11th edition of the Institute of Transportation Engineers (ITE), *Trip Generation Manual.* Land use code (LUC) 720 – Medical-Dental Office Building was utilized on the basis of 4,997 SF of Gross Floor Area (GFA). ITE describes LUC 720 as "a facility that provides diagnoses and outpatient care on a routine basis but is unable to provide prolonged in-house medical and surgical care." Trip generation for the proposed medical office using square footage as the independent variable is outlined in Table 2.

Table 2 – ITE Trip Generation
Land Use Code 720 – Medical-Dental Office Building
4,997 Square Feet

Time Period	*Average Rate per 1,000 SF GFA*	*Trips*	*Entering*	*Exiting*
Weekday	36.00	180	90 (50%)	90 (50%)
AM Peak Hour – Adjacent Street (7 – 9 AM)	3.10	16	12 (79%)	4 (21%)
AM Peak Hour – Generator	3.74	19	11 (59%)	8 (41%)
PM Peak Hour – Adjacent Street (4 – 6 PM)	3.93	20	6 (30%)	14 (70%)
PM Peak Hour – Generator	4.79	24	10 (40%)	14 (60%)

The medical facility is estimated to generate 19 trips and 24 trips during the AM and PM peak hours of the generator, respectively. Given this level of trip generation, a MaineDOT TMP would not be required as project trip generation does not exceed the 100-trip threshold in a peak hour. Additionally, this level of trip generation would not require potential TMP modification to the neighboring 22 Belmont Avenue site.

Based on the trip generation, both peak hours were selected for analysis. The following analysis is performed using 16 trips and 20 trips during the AM and PM peak hour of the adjacent street, respectively.

7.0 Trip Assignment

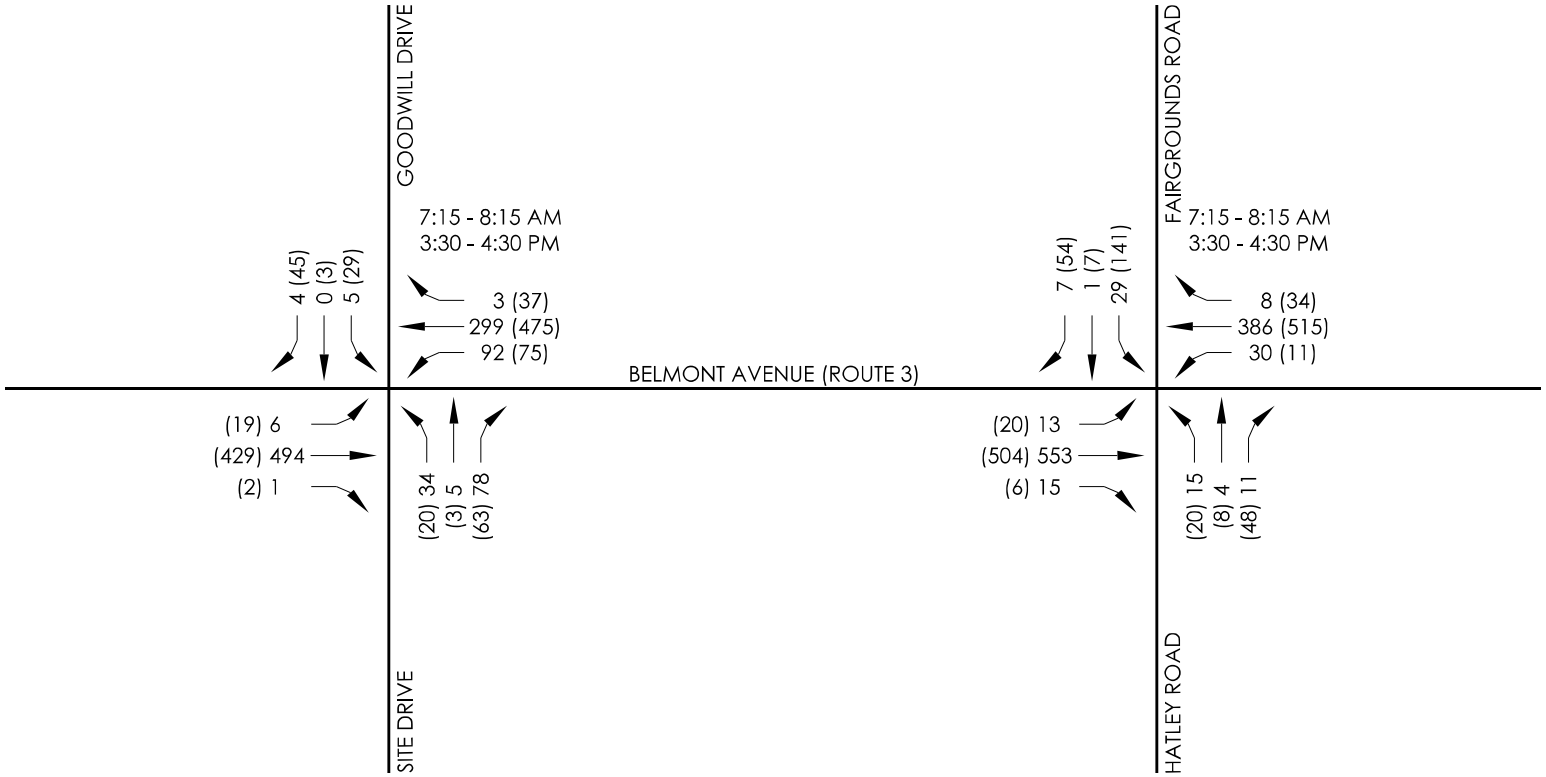
Trip assignments for the project generated trips during the AM and PM peak hour periods of the adjacent street were determined based on existing traffic patterns observed from the turning movement counts. The resulting distributions for primary trips are shown in Table 3.

Table 3 – Primary Trip Distributions

Location	*AM Peak Hour Period*	*PM Peak Hour Period*
To/From West (Belmont Avenue)	45%	46%
To/From East (Belmont Avenue)	55%	54%

Traffic entering from the west and exiting to the east was assigned to the right-in, right-out driveway due to the convenience of entry and exit. Traffic entering from the east and exiting to the west would be assumed to use the shared full access driveway from 22 Belmont Avenue.

The trip assignments, reflective of the aforementioned distributions are shown in Figures 3 and 4. The resulting 2024 build volumes, found by adding the 2024 no-build volumes and trip assignments, are shown in Figure 5.



KEY

XX	AM PEAK HOUR
(XX)	PM PEAK HOUR

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WWW.SEBAGOTECHNICS.COM
75 John Roberts Rd.
Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

2023 BACKGROUND VOLUMES

CONVENIENTMD

LOCATION:
BELMONT AVENUE (ROUTE 3)
BELFAST, MAINE

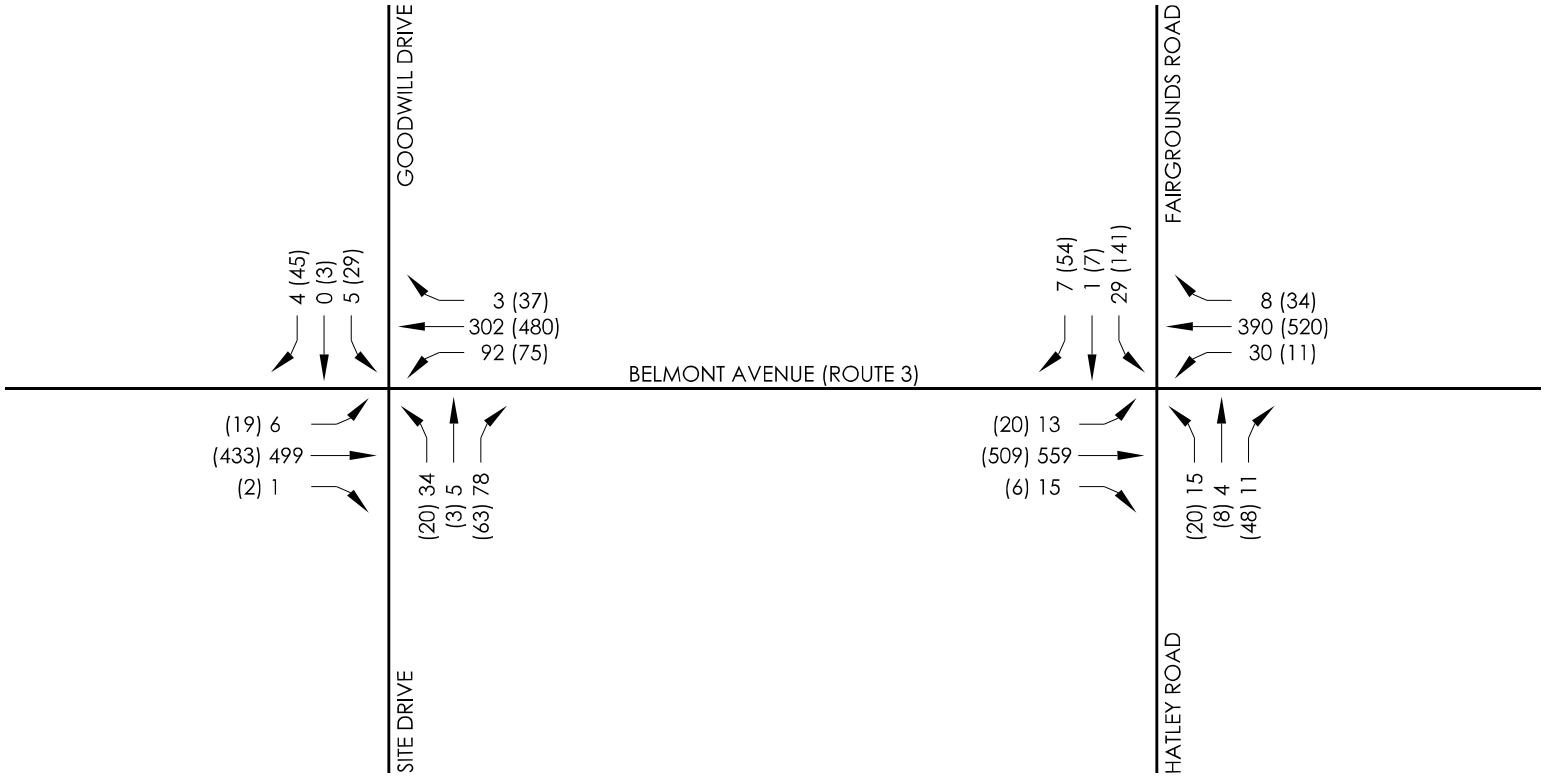
FOR: PARKINGWAY MANAGEMENT, LLC
P.O. BOX 963
PORTLAND, ME 04104

SCALE: N.T.S

DATE: 03/15/23

FIGURE 1

...\220473_Traffic_Diagrams.dgn



KEY

XX	AM PEAK HOUR
(XX)	PM PEAK HOUR

SEBAGO TECHNICS
WWW.SEBAGOTECHNICS.COM
75 John Roberts Rd.
Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

2024 NO-BUILD VOLUMES

CONVENIENTMD

LOCATION:
BELMONT AVENUE (ROUTE 3)
BELFAST, MAINE

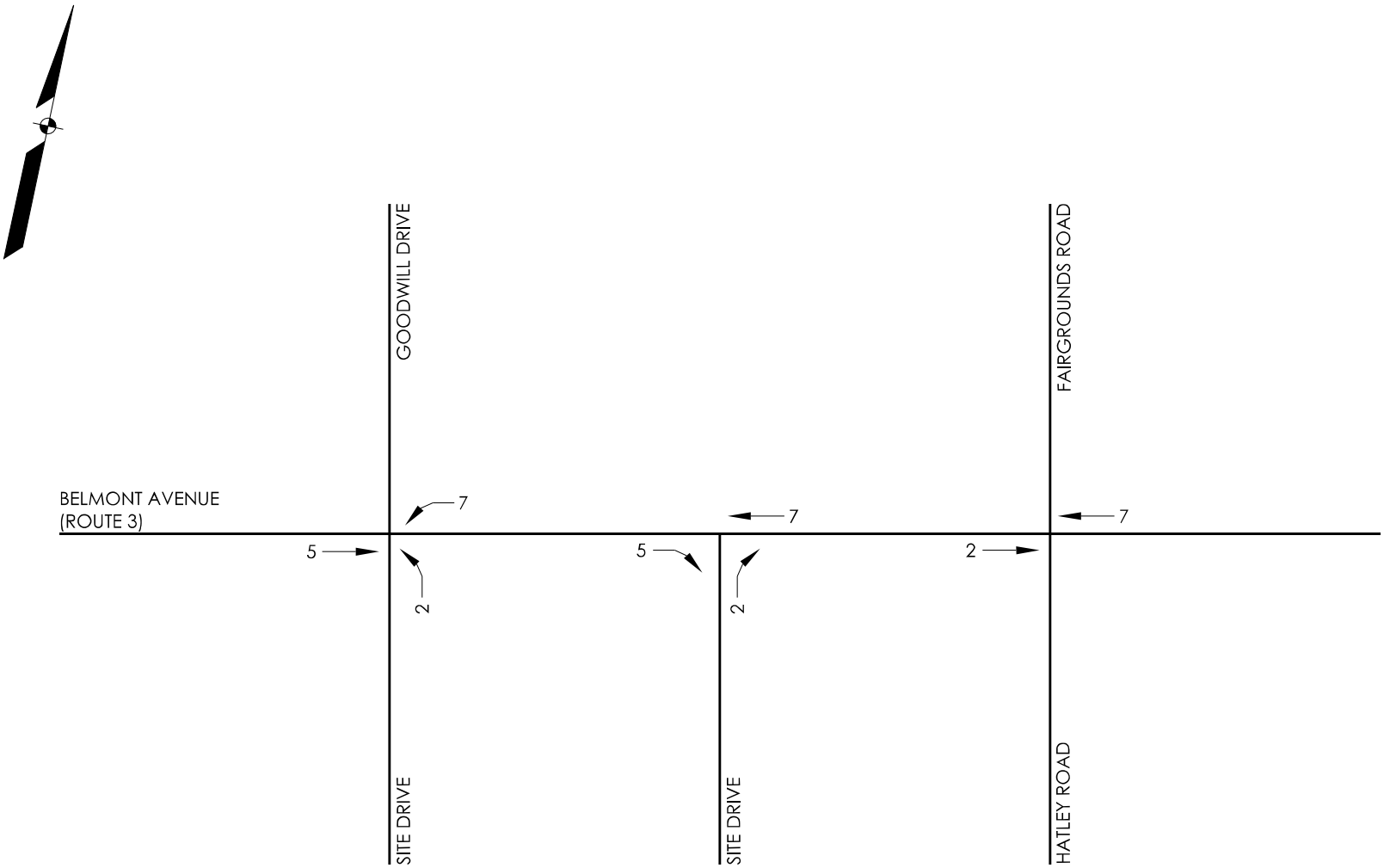
FOR: PARKINGWAY MANAGEMENT, LLC
P.O. BOX 963
PORTLAND, ME 04104

SCALE: N.T.S

DATE: 03/15/23

FIGURE 2

...\220473_Traffic_Diagrams.dgn



PROJECT TRIP GENERATION

	TOTAL
ENTERING	12
EXITING	4
TOTAL	16

SEBAGO TECHNICS
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75 John Roberts Rd.
Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

TRIP ASSIGNMENT - AM PEAK HOUR ADJACENT STREET

CONVENIENTMD

SCALE: N.T.S

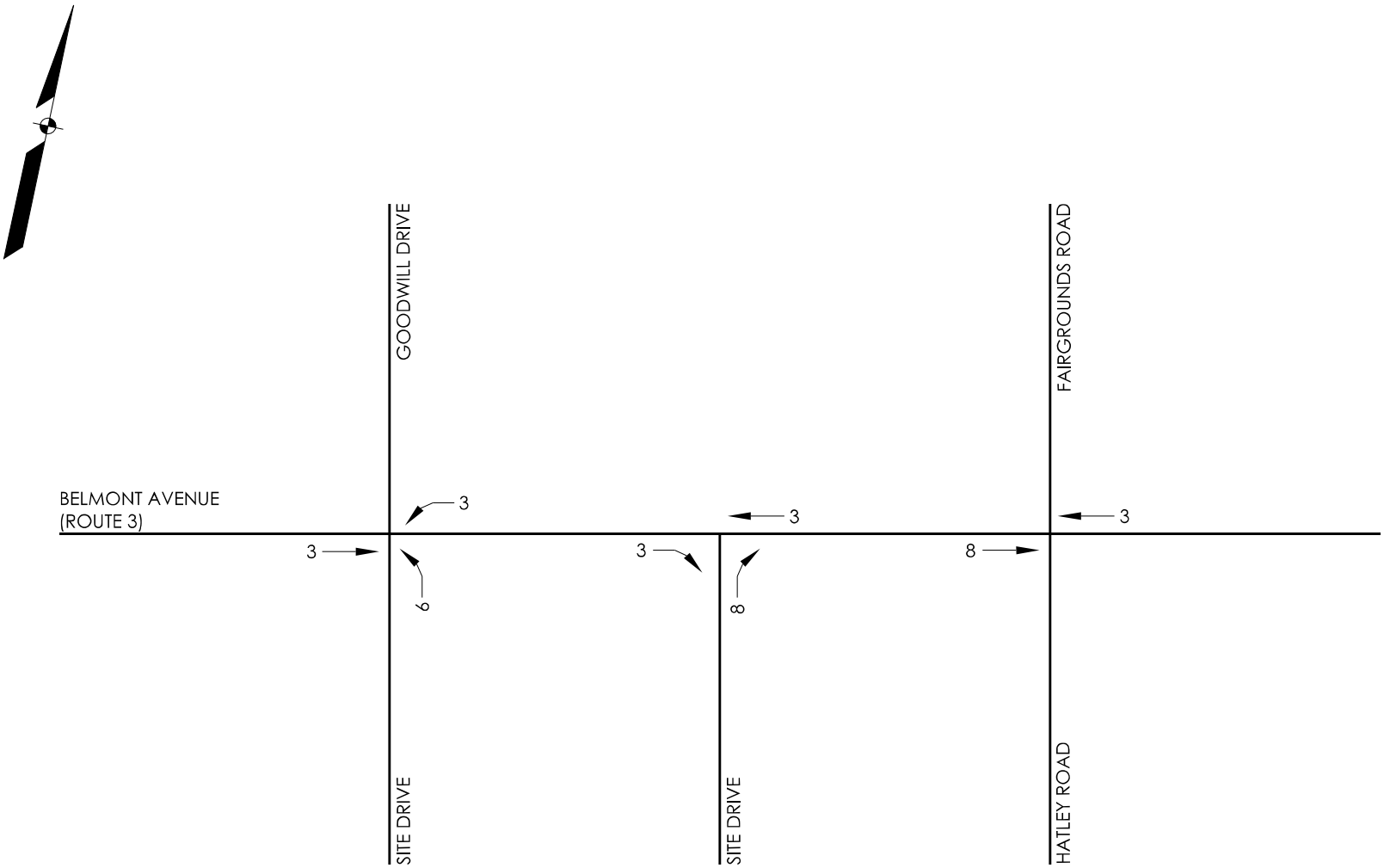
DATE: 03/15/23

LOCATION:
BELMONT AVENUE (ROUTE 3)
BELFAST, MAINE

FOR: PARKINGWAY MANAGEMENT, LLC
P.O. BOX 963
PORTLAND, ME 04104

FIGURE 3

...\220473_Traffic_Diagrams.dgn



PROJECT TRIP GENERATION

	TOTAL
ENTERING	6
EXITING	14
TOTAL	20

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Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

TRIP ASSIGNMENT - PM PEAK HOUR ADJACENT STREET

CONVENIENTMD

SCALE: N.T.S

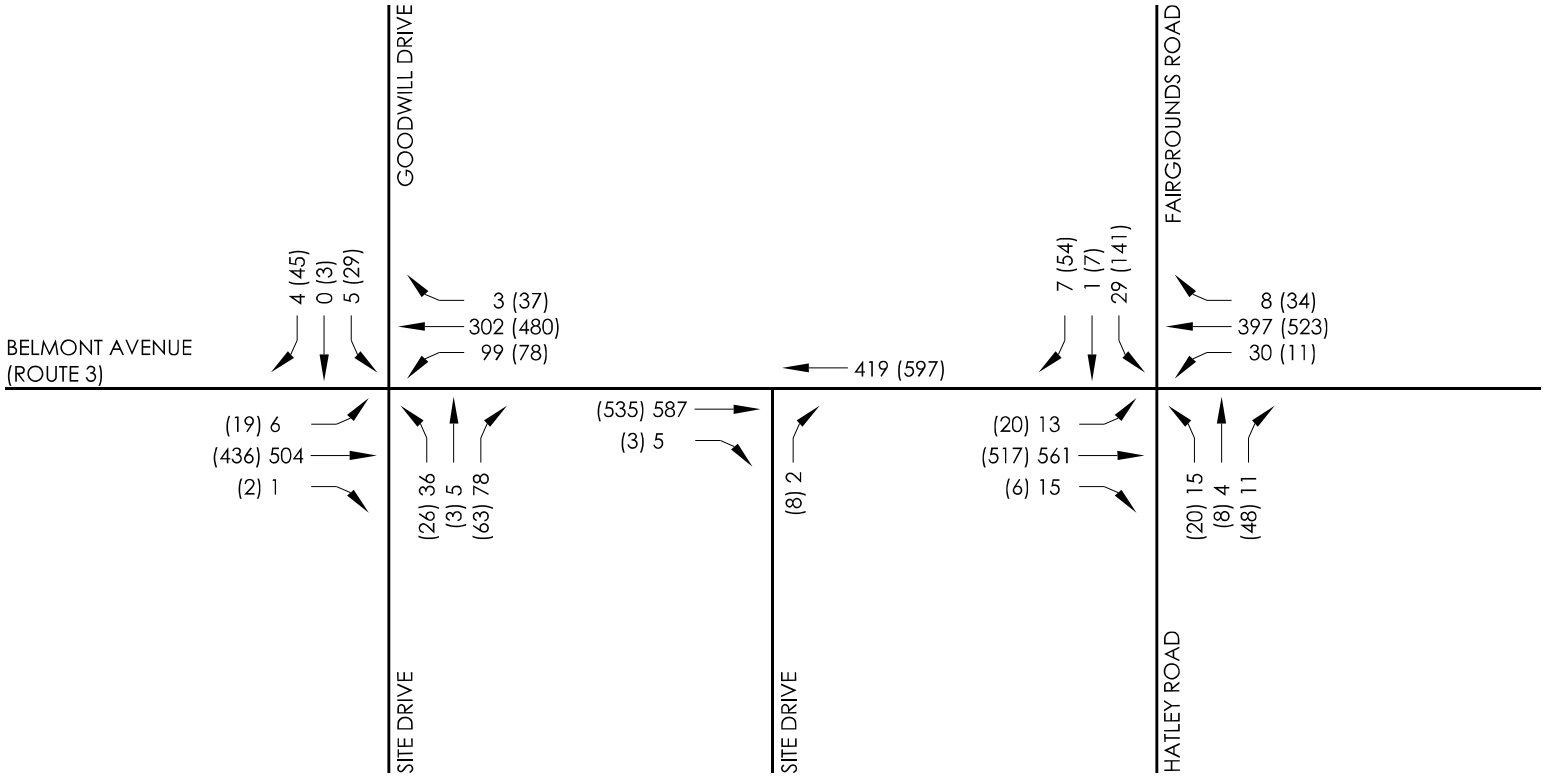
DATE: 03/15/23

LOCATION:
BELMONT AVENUE (ROUTE 3)
BELFAST, MAINE

FOR: PARKINGWAY MANAGEMENT, LLC
P.O. BOX 963
PORTLAND, ME 04104

FIGURE 4

...\220473_Traffic_Diagrams.dgn



KEY

XX	AM PEAK HOUR
(XX)	PM PEAK HOUR

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WWW.SEBAGOTECHNICS.COM
75 John Roberts Rd.
Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

2024 BUILD VOLUMES

CONVENIENTMD

LOCATION:
BELMONT AVENUE (ROUTE 3)
BELFAST, MAINE

FOR: PARKINGWAY MANAGEMENT, LLC
P.O. BOX 963
PORTLAND, ME 04104

SCALE: N.T.S

DATE: 03/15/23

FIGURE 5

...\220473_Traffic_Diagrams.dgn

8.0 Capacity Analysis

An intersection capacity analysis was performed utilizing Synchro/SimTraffic v11 to calculate the control delay, or the average amount of delay that a vehicle experiences as it travels through an intersection or section of roadway. The analysis was completed by applying the average of ten (10) SimTraffic simulation runs, each consisting of a 15-minute seeding interval and a one-hour recording interval.

Level of Service (LOS) is determined by the control delay, in terms of A through F, with A being optimal and F being unacceptable. The LOS and control delay for unsignalized intersections are depicted in the Highway Capacity Manual 6 and shown in Table 4.

Table 4 – Level of Service from Control Delay

Level of Service (LOS)	*Unsignalized Control Delay (Sec./Vehicle)*
A	≤10
B	>10-≤15
C	>15-≤25
D	>25-≤35
E	>35-≤50
F	>50

Unsignalized Capacity Analysis

Capacity analysis for the unsignalized intersections was completed utilizing the aforementioned methodologies during the AM and PM analysis periods. The signalized intersection of Belmont Avenue and Hatley Road was included in the model in order to accurately depict the queues generated by the signal that potentially block the site driveways. The results for the levels of service for 2024 no-build and build conditions for the proposed site driveways are shown in Tables 5 and 6:

Table 5 – Level of Service from Control Delay
Goodwill Drive and Site Driveway at Belmont Avenue (Route 3)

Movement	*2024 AM No-Build* Delay (LOS)	*2024 AM Build* Delay (LOS)	*2024 PM No-Build* Delay (LOS)	*2024 PM Build* Delay (LOS)
Belmont Ave EBL	2.9 (A)	2.7 (A)	3.4 (A)	4.1 (A)
Belmont Ave WBL	5.0 (A)	5.3 (A)	4.7 (A)	4.5 (A)
Site Dr NBL	21.1 (C)	26.5 (D)	19.8 (C)	25.7 (D)
Site Dr NBT	19.9 (C)	27.3 (D)	24.5 (C)	31.7 (D)
Site Dr NBR	13.2 (B)	16.0 (C)	8.7 (A)	11.7 (B)
Goodwill Dr SBL	21.9 (C)	24.7 (C)	19.3 (C)	17.3 (C)
Goodwill Dr SBT	-	-	19.4 (C)	17.9 (C)
Goodwill Dr SBR	4.9 (A)	4.6 (A)	6.4 (A)	6.2 (A)

Table 6 – Level of Service from Control Delay
Site Driveway at Belmont Avenue (Route 3)

Movement	*2024 AM Build Delay (LOS)*	*2024 PM Build Delay (LOS)*
Site Dr NBR	10.0 (A)	11.2 (B)

As shown in Table 5, all movements at the intersection of Goodwill Drive at Belmont Avenue are anticipated to operate at acceptable levels of service. Traffic turning left and thru from the existing site driveway is expected to worsen from LOS "C" to "D" in both peak hour periods due to an increase in average delay of approximately 6 seconds. As shown in Table 6, traffic exiting the proposed right-out driveway is expected operate at LOS "A" in the AM and "B" in the PM.

Queueing Analysis

Tables 7 and 8 show the calculated 95th Percentile Queues for the study area intersections:

Table 7 – Queueing Analysis Summary
Goodwill Drive and Site Driveway at Belmont Avenue (Route 3)

Movement (Storage Length)	*2024 AM No-Build*	*2024 AM Build*	*2024 PM No-Build*	*2024 PM Build*
Belmont Ave EB L (60')	13'	12'	27'	29'
Belmont Ave WB L (55')	**57'**	**58'**	53'	53'
Site Dr NB LTR	88'	99'	64'	77'
Goodwill Dr SB LT	30'	27'	55'	52'
Goodwill Dr SB R (80')	22'	24'	52'	49'

Table 8 – Queueing Analysis Summary
Site Driveway at Belmont Avenue (Route 3)

Movement (Storage Length)	*2024 AM No-Build*	*2024 AM Build*	*2024 PM No-Build*	*2024 PM Build*
Site Dr NB R	-	12'	-	29'

Calculated 95th Percentile Queue lengths are expected to be similar between the No-Build and Build conditions for all movements. Queues are shown to increase from the site driveway by approximately 10-15 feet, equating to approximately the length of ½ vehicle.

Auxiliary Turn Lane Warrant Analysis

An auxiliary turn lane warrant analysis was completed for the study area intersections using the methodology provided in *NCHRP Report 457 Evaluating Intersection Improvements: An Engineering Study Guide*. Only the right-turn movements were analyzed to determine if turn lanes were warranted approaching the intersections, as there is already an existing left turn lane at the Goodwill Drive intersection. The site drive intersection is proposed as a right-in/right-out.

Utilizing peak hour traffic for the warrant evaluation, 2024 build volumes demonstrate that a right-turn bay is not warranted during either peak hour at both study area intersections. NCHRP 457 worksheets for both scenarios are included in the appendix.

9.0 Safety Analysis

Crash data was requested from MaineDOT for the most recent three-year study period from 2019 to 2021 to determine if there are any high crash locations (HCLs) within the study area. Based on the trip generation, the study area for safety analysis purposes would include the site access on Belmont Avenue and the intersection of Goodwill Drive and Belmont Avenue. An intersection or section of roadway is deemed an HCL if two criteria are met: a Critical Rate Factor (CRF) greater than 1.0 and a minimum of eight (8) crashes in a three-year period. The crash data is provided in the Appendix and is summarized in Tables 9 and 10.

Table 9 – Crash Summary – Intersections

Node	*Location*	*# Of Crashes*	*CRF*
71561	Intersection of Belmont Ave at Goodwill Dr	1	0.29
64026	Intersection of Belmont Ave at Fairgrounds Rd and Hatley Rd	10	0.60

Table 10 – Crash Summary – Segments

Link	*Location*	*# Of Crashes*	*CRF*
71561 – 64026	Belmont Ave between Goodwill Dr and Hatley Rd	0	0.00

As demonstrated in the previous tables, no high crash locations were identified. As such, no recommendations for improvements are included with this development.

10.0 Sight Distance Analysis

A sight distance review was completed from the proposed right-in/right-out driveway location on Belmont Avenue on February 19, 2023 to assure visibility on the site. Sight distance measurements were conducted from a point 10 feet behind the edge of the travel way, considering a height of eye of 3.5 feet and a height of object of 3.5 feet. Table 11 outlines the required minimum sight distance per the City of Belfast's *Code of Ordinances*.

Table 11 – Belfast Sight Distance Requirements

Posted Speed (MPH)	*Recommended Sight Distance (Feet)*	*Minimum Sight Distance (Feet)*
25	250	150
30	300	200
35	350	250
40	400	325
45	450	400
50	500	475

The posted speed limit on the segment of Belmont Avenue in vicinity of the proposed site drive is 40 MPH, thus a sight distance of 400 feet is recommended. Sight distance from the proposed right-in/right-out access was measured to be 800 feet looking left as shown in Image 1. Sight distance looking right is not considered as left turns would be prohibited with the existing raised median island. As such, sight distance from the proposed access drive exceeds the recommended minimum.

Image 1: Sight Distance Looking Left

11.0 Conclusions and Recommendations

Sebago Technics, Inc. has completed the traffic impact study for the Belfast ConvenientMD development and provides the following conclusions and recommendations:

- The proposed development is calculated to generate a total of 19 trips, and 24 trips during the AM and PM peak hours of the generator, respectively. This level of trip generation does not require a Traffic Movement Permit from MaineDOT as project trip generation does not surpass the 100-trip threshold.

- There were no high crash locations in the study area. As such, no recommendations for improvements are included with this development.

- Sightlines from the proposed right-in/right-out only access exceeds the recommended minimum. It is important to note that no landscaping, signage, or other features shall be located within the sight triangle of the proposed driveway.

- A review of capacity analysis at the study area intersections demonstrated that the Site Drive intersections have capacity to accept the additional trips from the medical building. Therefore, the development would not be expected to have an adverse impact on the surrounding roadway system.

- Auxiliary turn lane warrant analysis was completed for a right-turn lane on Belmont Avenue at the intersection of Goodwill Drive and the right-in/right-out site access. Under 2024 build conditions, neither turn lane was warranted during AM and PM peak hour conditions.

A. Turning Movement Count Data

Accurate Counts

978-664-2565

N/S Street : Fairgrounds Rd / Hatley Rd
E/W Street : Route 3
City/State : Belfast, ME
Weather : Clear

File Name : 04730001
Site Code : 04730001
Start Date : 2/7/2023
Page No : 1

Groups Printed- Cars - Trucks

	Fairgrounds Rd From North			Route 3 From East			Hatley Rd From South			Route 3 From West			
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Int. Total
07:00 AM	5	0	3	7	51	0	1	0	3	1	98	5	174
07:15 AM	4	0	0	6	83	0	6	0	2	3	115	7	226
07:30 AM	10	1	3	7	107	3	6	3	3	1	133	5	282
07:45 AM	4	0	2	9	84	2	0	0	1	3	139	3	247
Total	23	1	8	29	325	5	13	3	9	8	485	20	929
08:00 AM	11	0	2	8	71	3	3	1	5	6	107	0	217
08:15 AM	13	0	4	4	80	4	5	0	4	3	98	5	220
08:30 AM	19	0	8	8	88	5	4	2	1	10	95	2	242
08:45 AM	13	2	4	6	89	11	3	2	4	4	99	2	239
Total	56	2	18	26	328	23	15	5	14	23	399	9	918
Grand Total	79	3	26	55	653	28	28	8	23	31	884	29	1847
Apprch %	73.1	2.8	24.1	7.5	88.7	3.8	47.5	13.6	39	3.3	93.6	3.1	
Total %	4.3	0.2	1.4	3	35.4	1.5	1.5	0.4	1.2	1.7	47.9	1.6	
Cars	77	3	25	54	616	28	28	8	23	29	841	28	1760
% Cars	97.5	100	96.2	98.2	94.3	100	100	100	100	93.5	95.1	96.6	95.3
Trucks	2	0	1	1	37	0	0	0	0	2	43	1	87
% Trucks	2.5	0	3.8	1.8	5.7	0	0	0	0	6.5	4.9	3.4	4.7

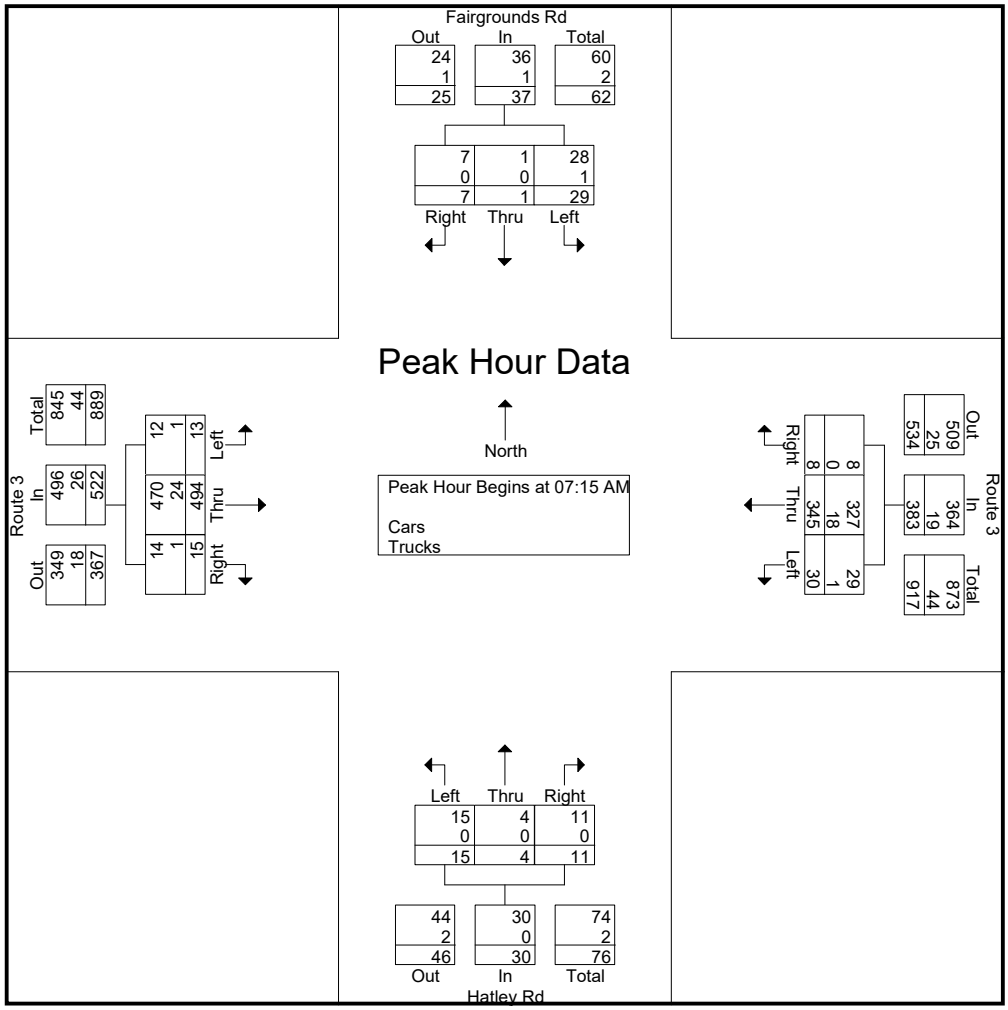
	Fairgrounds Rd From North				Route 3 From East				Hatley Rd From South				Route 3 From West				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
07:15 AM	4	0	0	4	6	83	0	89	**6**	0	2	8	3	115	**7**	125	226
07:30 AM	10	**1**	**3**	**14**	7	**107**	**3**	**117**	6	**3**	3	**12**	1	133	5	139	**282**
07:45 AM	4	0	2	6	**9**	84	2	95	0	0	1	1	3	**139**	3	**145**	247
08:00 AM	**11**	0	2	13	8	71	3	82	3	1	**5**	9	**6**	107	0	113	217
Total Volume	29	1	7	37	30	345	8	383	15	4	11	30	13	494	15	522	972
% App. Total	78.4	2.7	18.9		7.8	90.1	2.1		50	13.3	36.7		2.5	94.6	2.9		
PHF	.659	.250	.583	.661	.833	.806	.667	.818	.625	.333	.550	.625	.542	.888	.536	.900	.862
Cars	28	1	7	36	29	327	8	364	15	4	11	30	12	470	14	496	926
% Cars	96.6	100	100	97.3	96.7	94.8	100	95.0	100	100	100	100	92.3	95.1	93.3	95.0	95.3
Trucks	1	0	0	1	1	18	0	19	0	0	0	0	1	24	1	26	46
% Trucks	3.4	0	0	2.7	3.3	5.2	0	5.0	0	0	0	0	7.7	4.9	6.7	5.0	4.7

Accurate Counts

978-664-2565

N/S Street : Fairgrounds Rd / Hatley Rd
E/W Street : Route 3
City/State : Belfast, ME
Weather : Clear

File Name : 04730001
Site Code : 04730001
Start Date : 2/7/2023
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	08:00 AM				07:15 AM				08:00 AM				07:15 AM			
+0 mins.	11	0	2	13	6	83	0	89	3	1	**5**	**9**	3	115	**7**	125
+15 mins.	13	0	4	17	7	**107**	**3**	**117**	**5**	0	4	9	1	133	5	139
+30 mins.	**19**	0	**8**	**27**	**9**	84	2	95	4	**2**	1	7	3	**139**	3	**145**
+45 mins.	13	**2**	4	19	8	71	3	82	3	2	4	9	**6**	107	0	113
Total Volume	56	2	18	76	30	345	8	383	15	5	14	34	13	494	15	522
% App. Total	73.7	2.6	23.7		7.8	90.1	2.1		44.1	14.7	41.2		2.5	94.6	2.9	
PHF	.737	.250	.563	.704	.833	.806	.667	.818	.750	.625	.700	.944	.542	.888	.536	.900
Cars	55	2	17	74	29	327	8	364	15	5	14	34	12	470	14	496
% Cars	98.2	100	94.4	97.4	96.7	94.8	100	95	100	100	100	100	92.3	95.1	93.3	95
Trucks	1	0	1	2	1	18	0	19	0	0	0	0	1	24	1	26
% Trucks	1.8	0	5.6	2.6	3.3	5.2	0	5	0	0	0	0	7.7	4.9	6.7	5

Accurate Counts
978-664-2565

N/S Street : Fairgrounds Rd / Hatley Rd
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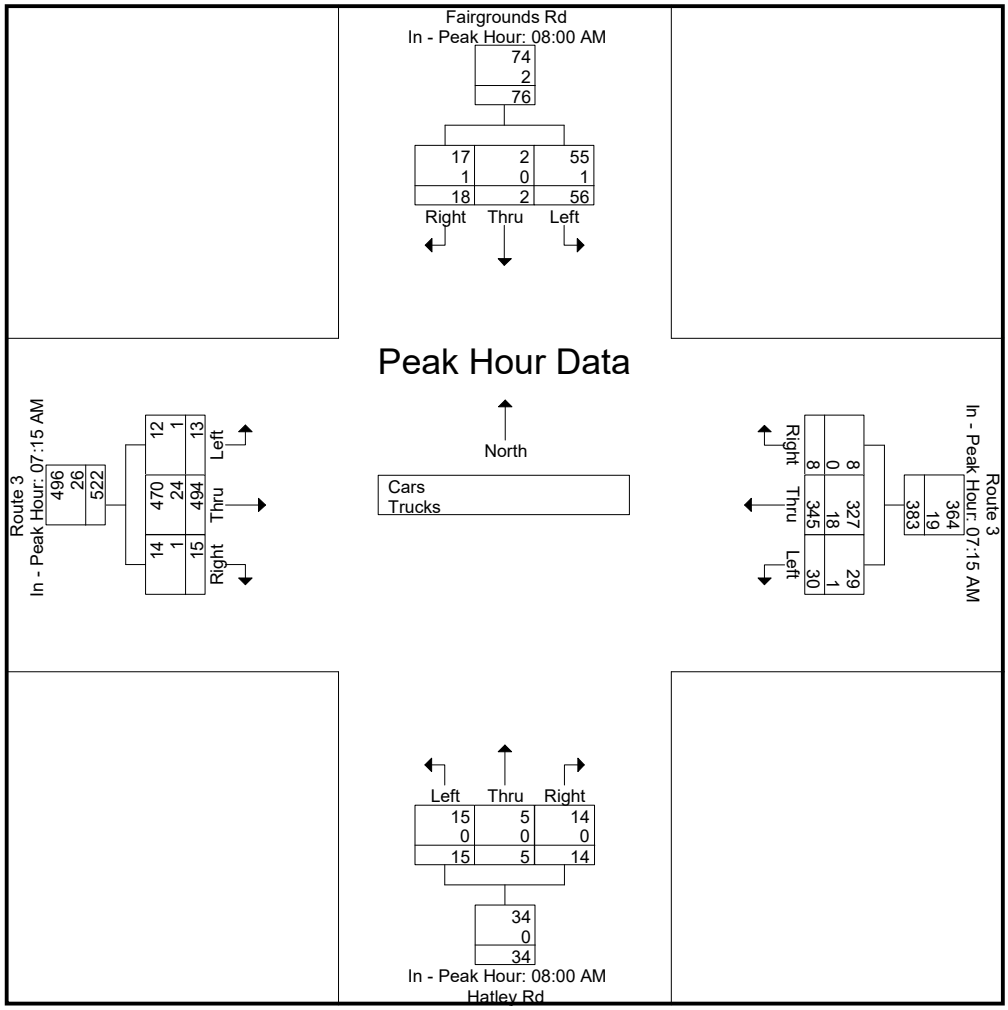
City/State : Belfast, ME
Weather : Clear

File Name : 04730001
Site Code : 04730001
Start Date : 2/7/2023
Page No : 3



Accurate Counts

978-664-2565

N/S Street : Fairgrounds Rd / Hatley Rd
E/W Street : Route 3
City/State : Belfast, ME
Weather : Clear

File Name : 04730001
Site Code : 04730001
Start Date : 2/7/2023
Page No : 1

Groups Printed- Cars - Trucks

	Fairgrounds Rd From North			Route 3 From East			Hatley Rd From South			Route 3 From West			
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Int. Total
03:00 PM	27	1	10	5	98	9	5	2	6	4	82	0	249
03:15 PM	32	1	14	2	106	5	2	2	6	4	64	1	239
03:30 PM	43	2	15	2	118	9	7	5	17	5	103	3	329
03:45 PM	32	3	12	2	99	9	3	2	9	8	114	1	294
Total	134	7	51	11	421	32	17	11	38	21	363	5	1111
04:00 PM	43	0	17	6	126	9	7	0	10	3	107	1	329
04:15 PM	23	2	10	1	117	7	3	1	12	4	126	1	307
04:30 PM	21	1	11	2	127	4	7	2	4	6	96	1	282
04:45 PM	28	1	7	0	109	3	6	0	9	1	90	3	257
Total	115	4	45	9	479	23	23	3	35	14	419	6	1175
05:00 PM	19	0	3	1	114	2	2	0	10	1	97	3	252
05:15 PM	20	0	4	0	90	5	3	3	16	1	94	3	239
05:30 PM	16	1	4	3	68	3	0	0	5	0	80	1	181
05:45 PM	15	0	0	0	75	2	5	0	4	0	84	0	185
Total	70	1	11	4	347	12	10	3	35	2	355	7	857
Grand Total	319	12	107	24	1247	67	50	17	108	37	1137	18	3143
Apprch %	72.8	2.7	24.4	1.8	93.2	5	28.6	9.7	61.7	3.1	95.4	1.5	
Total %	10.1	0.4	3.4	0.8	39.7	2.1	1.6	0.5	3.4	1.2	36.2	0.6	
Cars	319	12	106	24	1226	67	50	17	108	37	1108	18	3092
% Cars	100	100	99.1	100	98.3	100	100	100	100	100	97.4	100	98.4
Trucks	0	0	1	0	21	0	0	0	0	0	29	0	51
% Trucks	0	0	0.9	0	1.7	0	0	0	0	0	2.6	0	1.6

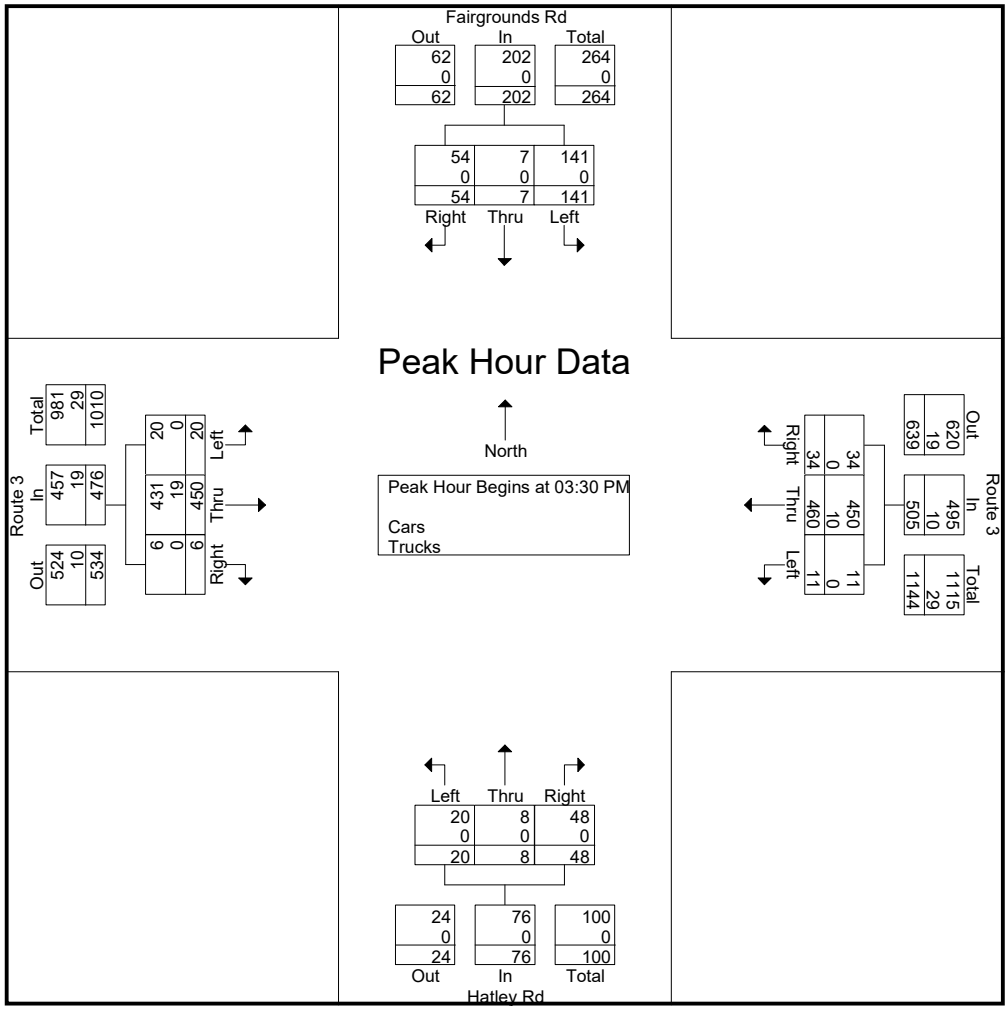
	Fairgrounds Rd From North				Route 3 From East				Hatley Rd From South				Route 3 From West				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 03:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 03:30 PM																	
03:30 PM	**43**	2	15	**60**	2	118	**9**	129	**7**	**5**	**17**	**29**	5	103	**3**	111	**329**
03:45 PM	32	**3**	12	47	2	99	9	110	3	2	9	14	**8**	114	1	123	294
04:00 PM	43	0	**17**	60	**6**	**126**	9	**141**	7	0	10	17	3	107	1	111	329
04:15 PM	23	2	10	35	1	117	7	125	3	1	12	16	4	**126**	1	**131**	307
Total Volume	141	7	54	202	11	460	34	505	20	8	48	76	20	450	6	476	1259
% App. Total	69.8	3.5	26.7		2.2	91.1	6.7		26.3	10.5	63.2		4.2	94.5	1.3		
PHF	.820	.583	.794	.842	.458	.913	.944	.895	.714	.400	.706	.655	.625	.893	.500	.908	.957
Cars	141	7	54	202	11	450	34	495	20	8	48	76	20	431	6	457	1230
% Cars	100	100	100	100	100	97.8	100	98.0	100	100	100	100	100	95.8	100	96.0	97.7
Trucks	0	0	0	0	0	10	0	10	0	0	0	0	0	19	0	19	29
% Trucks	0	0	0	0	0	2.2	0	2.0	0	0	0	0	0	4.2	0	4.0	2.3

Accurate Counts

978-664-2565

N/S Street : Fairgrounds Rd / Hatley Rd
E/W Street : Route 3
City/State : Belfast, ME
Weather : Clear

File Name : 04730001
Site Code : 04730001
Start Date : 2/7/2023
Page No : 2



Peak Hour Analysis From 03:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

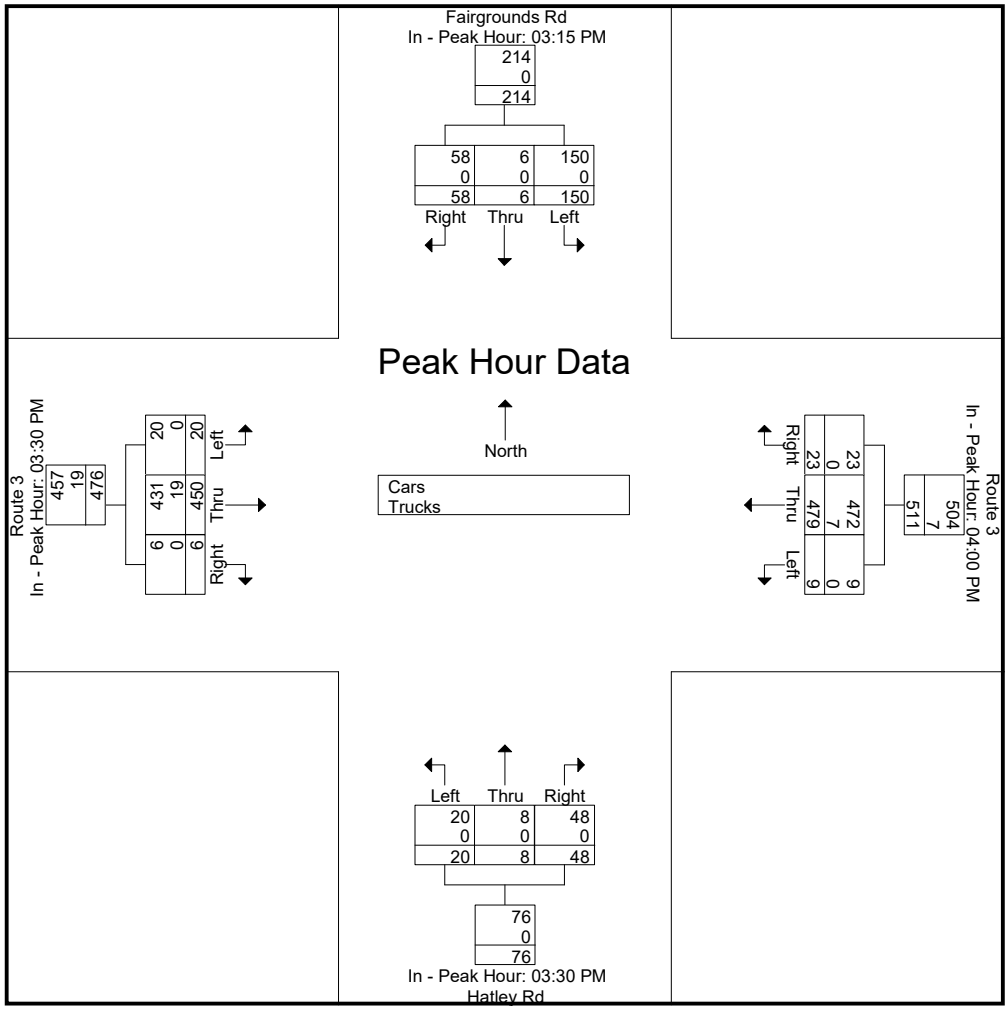
	03:15 PM				04:00 PM				03:30 PM				03:30 PM			
+0 mins.	32	1	14	47	**6**	126	**9**	**141**	**7**	**5**	**17**	**29**	5	103	**3**	111
+15 mins.	**43**	2	15	**60**	1	117	7	125	3	2	9	14	**8**	114	1	123
+30 mins.	32	**3**	12	47	2	**127**	4	133	7	0	10	17	3	107	1	111
+45 mins.	43	0	**17**	60	0	109	3	112	3	1	12	16	4	**126**	1	**131**
Total Volume	150	6	58	214	9	479	23	511	20	8	48	76	20	450	6	476
% App. Total	70.1	2.8	27.1		1.8	93.7	4.5		26.3	10.5	63.2		4.2	94.5	1.3	
PHF	.872	.500	.853	.892	.375	.943	.639	.906	.714	.400	.706	.655	.625	.893	.500	.908
Cars	150	6	58	214	9	472	23	504	20	8	48	76	20	431	6	457
% Cars	100	100	100	100	100	98.5	100	98.6	100	100	100	100	100	95.8	100	96
Trucks	0	0	0	0	0	7	0	7	0	0	0	0	0	19	0	19
% Trucks	0	0	0	0	0	1.5	0	1.4	0	0	0	0	0	4.2	0	4

Accurate Counts

978-664-2565

N/S Street : Fairgrounds Rd / Hatley Rd
E/W Street : Route 3
City/State : Belfast, ME
Weather : Clear

File Name : 04730001
Site Code : 04730001
Start Date : 2/7/2023
Page No : 3



Accurate Counts

978-664-2565

N/S Street : Goodwill Dr / Dunkin' Access
E/W Street : Route 3
City/State : Belfast, ME
Weather : Clear

File Name : 04730002
Site Code : 04730002
Start Date : 2/7/2023
Page No : 1

Groups Printed- Cars - Trucks

	Goodwill Dr From North			Route 3 From East			Dunkin' Access From South			Route 3 From West			
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Int. Total
07:00 AM	0	0	2	9	46	0	4	0	18	2	86	0	167
07:15 AM	0	0	0	20	66	0	8	0	12	1	115	1	223
07:30 AM	0	0	1	29	84	1	10	1	22	1	116	0	265
07:45 AM	1	0	1	29	58	0	6	3	30	1	112	0	241
Total	1	0	4	87	254	1	28	4	82	5	429	1	896
08:00 AM	4	0	2	14	59	2	10	1	14	3	98	0	207
08:15 AM	1	1	3	23	63	1	7	0	28	6	75	0	208
08:30 AM	1	0	4	19	73	2	4	1	19	3	89	0	215
08:45 AM	6	0	3	19	75	0	6	2	21	5	77	1	215
Total	12	1	12	75	270	5	27	4	82	17	339	1	845
Grand Total	13	1	16	162	524	6	55	8	164	22	768	2	1741
Apprch %	43.3	3.3	53.3	23.4	75.7	0.9	24.2	3.5	72.2	2.8	97	0.3	
Total %	0.7	0.1	0.9	9.3	30.1	0.3	3.2	0.5	9.4	1.3	44.1	0.1	
Cars	12	1	16	162	488	5	55	8	161	22	724	2	1656
% Cars	92.3	100	100	100	93.1	83.3	100	100	98.2	100	94.3	100	95.1
Trucks	1	0	0	0	36	1	0	0	3	0	44	0	85
% Trucks	7.7	0	0	0	6.9	16.7	0	0	1.8	0	5.7	0	4.9

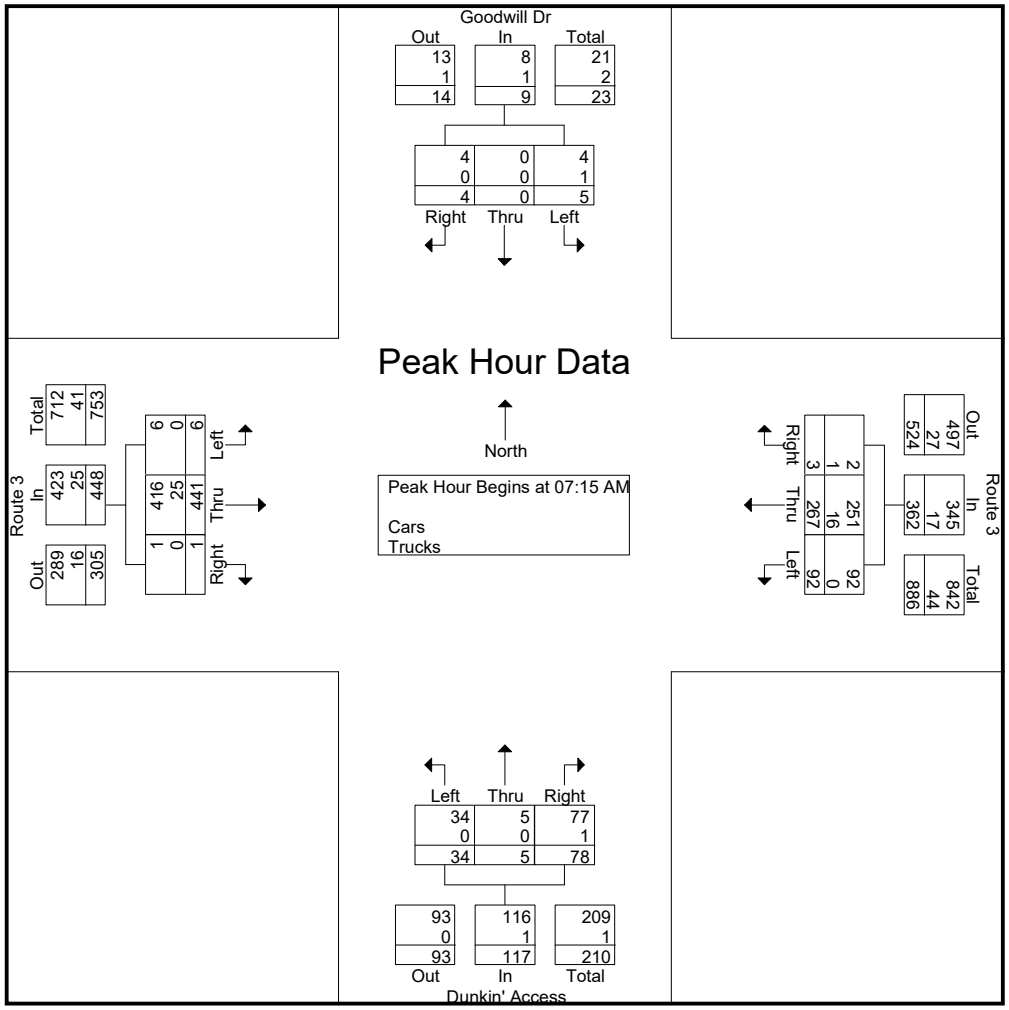
	Goodwill Dr From North				Route 3 From East				Dunkin' Access From South				Route 3 From West				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
07:15 AM	0	0	0	0	20	66	0	86	8	0	12	20	1	115	**1**	**117**	223
07:30 AM	0	0	1	1	**29**	**84**	1	**114**	**10**	1	22	33	1	**116**	0	117	**265**
07:45 AM	1	0	1	2	29	58	0	87	6	**3**	**30**	**39**	1	112	0	113	241
08:00 AM	**4**	0	**2**	**6**	14	59	**2**	75	10	1	14	25	**3**	98	0	101	207
Total Volume	5	0	4	9	92	267	3	362	34	5	78	117	6	441	1	448	936
% App. Total	55.6	0	44.4		25.4	73.8	0.8		29.1	4.3	66.7		1.3	98.4	0.2		
PHF	.313	.000	.500	.375	.793	.795	.375	.794	.850	.417	.650	.750	.500	.950	.250	.957	.883
Cars	4	0	4	8	92	251	2	345	34	5	77	116	6	416	1	423	892
% Cars	80.0	0	100	88.9	100	94.0	66.7	95.3	100	100	98.7	99.1	100	94.3	100	94.4	95.3
Trucks	1	0	0	1	0	16	1	17	0	0	1	1	0	25	0	25	44
% Trucks	20.0	0	0	11.1	0	6.0	33.3	4.7	0	0	1.3	0.9	0	5.7	0	5.6	4.7

Accurate Counts

978-664-2565

N/S Street : Goodwill Dr / Dunkin' Access
E/W Street : Route 3
City/State : Belfast, ME
Weather : Clear

File Name : 04730002
Site Code : 04730002
Start Date : 2/7/2023
Page No : 2



Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1

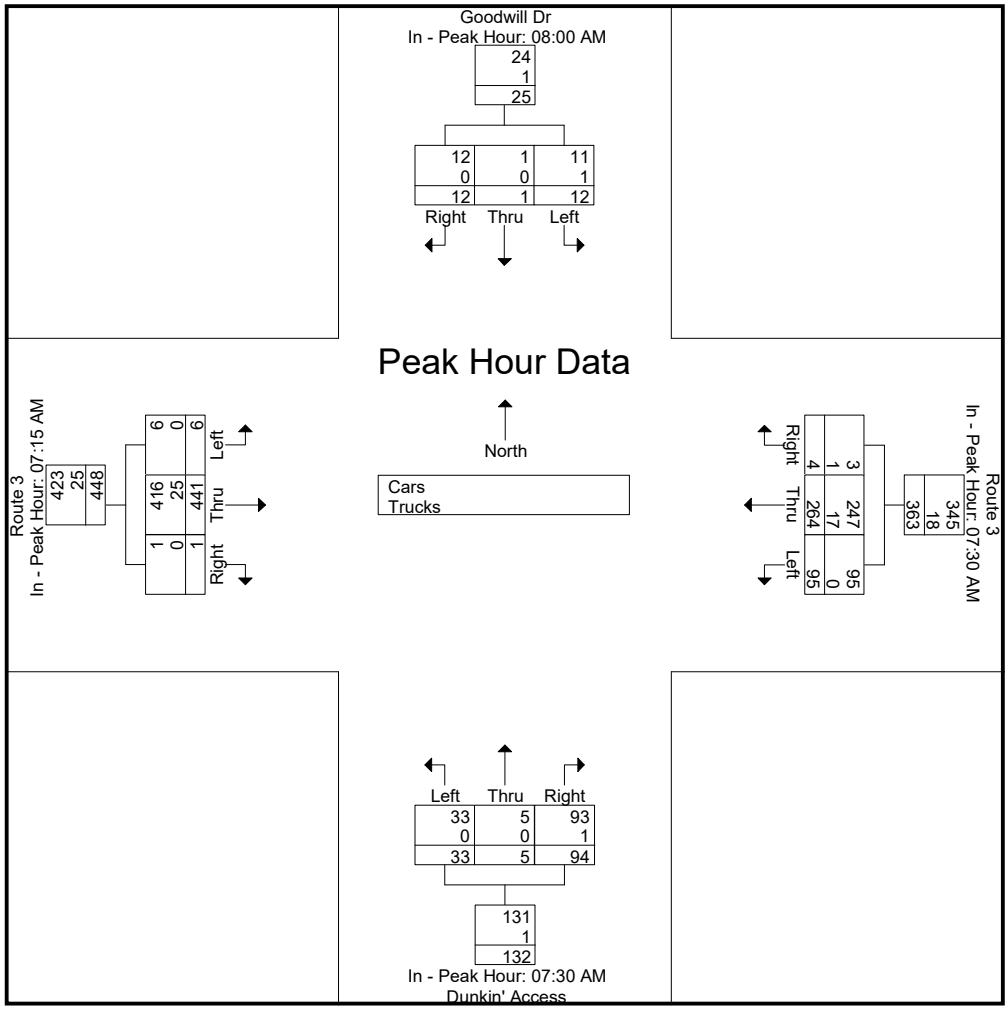
Peak Hour for Each Approach Begins at:

	08:00 AM				07:30 AM				07:30 AM				07:15 AM			
+0 mins.	4	0	2	6	**29**	**84**	1	**114**	**10**	1	22	33	1	115	**1**	**117**
+15 mins.	1	**1**	3	5	29	58	0	87	6	**3**	**30**	**39**	1	**116**	0	117
+30 mins.	1	0	**4**	5	14	59	**2**	75	10	1	14	25	1	112	0	113
+45 mins.	**6**	0	3	**9**	23	63	1	87	7	0	28	35	**3**	98	0	101
Total Volume	12	1	12	25	95	264	4	363	33	5	94	132	6	441	1	448
% App. Total	48	4	48		26.2	72.7	1.1		25	3.8	71.2		1.3	98.4	0.2	
PHF	.500	.250	.750	.694	.819	.786	.500	.796	.825	.417	.783	.846	.500	.950	.250	.957
Cars	11	1	12	24	95	247	3	345	33	5	93	131	6	416	1	423
% Cars	91.7	100	100	96	100	93.6	75	95	100	100	98.9	99.2	100	94.3	100	94.4
Trucks	1	0	0	1	0	17	1	18	0	0	1	1	0	25	0	25
% Trucks	8.3	0	0	4	0	6.4	25	5	0	0	1.1	0.8	0	5.7	0	5.6

Accurate Counts
978-664-2565

N/S Street : Goodwill Dr / Dunkin' Access
E/W Street : Route 3
City/State : Belfast, ME
Weather : Clear

File Name : 04730002
Site Code : 04730002
Start Date : 2/7/2023
Page No : 3



Accurate Counts

978-664-2565

N/S Street : Goodwill Dr / Dunkin' Access
E/W Street : Route 3
City/State : Belfast, ME
Weather : Clear

File Name : 04730002
Site Code : 04730002
Start Date : 2/7/2023
Page No : 1

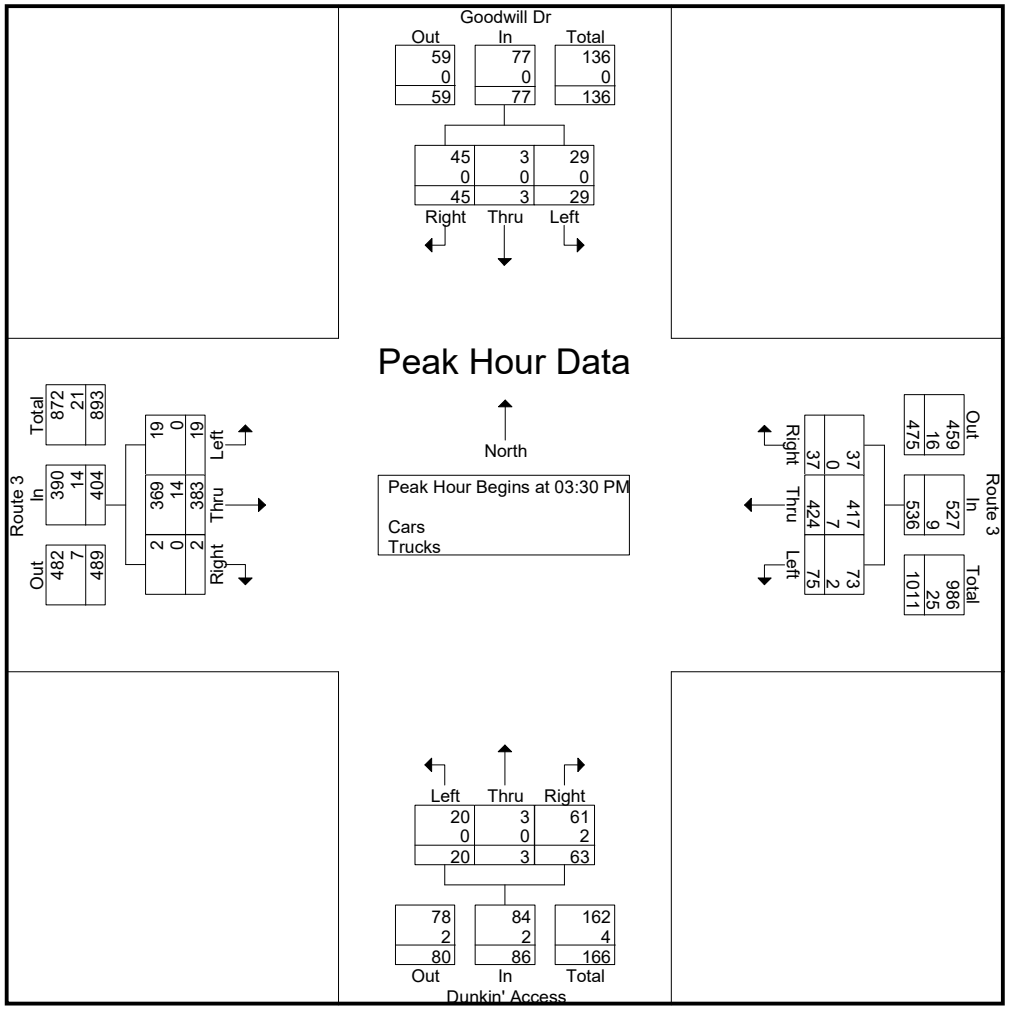
Groups Printed- Cars - Trucks

	Goodwill Dr From North			Route 3 From East			Dunkin' Access From South			Route 3 From West			
Start Time	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Int. Total
03:00 PM	6	1	5	10	95	8	7	0	12	4	68	0	216
03:15 PM	9	1	10	15	95	7	2	2	11	2	52	1	207
03:30 PM	6	0	13	18	112	11	5	0	16	6	86	0	273
03:45 PM	8	1	7	14	92	8	4	3	20	3	94	1	255
Total	29	3	35	57	394	34	18	5	59	15	300	2	951
04:00 PM	10	1	11	25	114	7	2	0	7	7	95	1	280
04:15 PM	5	1	14	18	106	11	9	0	20	3	108	0	295
04:30 PM	5	0	12	9	128	7	3	0	16	3	82	0	265
04:45 PM	5	0	8	13	95	13	1	0	7	5	82	1	230
Total	25	2	45	65	443	38	15	0	50	18	367	2	1070
05:00 PM	5	2	6	11	93	15	3	3	15	5	82	3	243
05:15 PM	7	0	8	15	75	6	3	0	13	1	78	0	206
05:30 PM	9	0	2	11	51	9	3	0	7	0	62	0	154
05:45 PM	6	4	1	11	65	4	2	1	15	2	66	0	177
Total	27	6	17	48	284	34	11	4	50	8	288	3	780
Grand Total	81	11	97	170	1121	106	44	9	159	41	955	7	2801
Apprch %	42.9	5.8	51.3	12.2	80.2	7.6	20.8	4.2	75	4.1	95.2	0.7	
Total %	2.9	0.4	3.5	6.1	40	3.8	1.6	0.3	5.7	1.5	34.1	0.2	
Cars	81	11	97	168	1102	106	44	9	157	41	928	7	2751
% Cars	100	100	100	98.8	98.3	100	100	100	98.7	100	97.2	100	98.2
Trucks	0	0	0	2	19	0	0	0	2	0	27	0	50
% Trucks	0	0	0	1.2	1.7	0	0	0	1.3	0	2.8	0	1.8

	Goodwill Dr From North				Route 3 From East				Dunkin' Access From South				Route 3 From West				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 03:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 03:30 PM																	
03:30 PM	6	0	13	19	18	112	**11**	141	5	0	16	21	6	86	0	92	273
03:45 PM	8	**1**	7	16	14	92	8	114	4	**3**	**20**	27	3	94	**1**	98	255
04:00 PM	**10**	1	11	**22**	**25**	**114**	7	**146**	2	0	7	9	**7**	95	1	103	280
04:15 PM	5	1	**14**	20	18	106	11	135	**9**	0	20	**29**	3	**108**	0	**111**	**295**
Total Volume	29	3	45	77	75	424	37	536	20	3	63	86	19	383	2	404	1103
% App. Total	37.7	3.9	58.4		14	79.1	6.9		23.3	3.5	73.3		4.7	94.8	0.5		
PHF	.725	.750	.804	.875	.750	.930	.841	.918	.556	.250	.788	.741	.679	.887	.500	.910	.935
Cars	29	3	45	77	73	417	37	527	20	3	61	84	19	369	2	390	1078
% Cars	100	100	100	100	97.3	98.3	100	98.3	100	100	96.8	97.7	100	96.3	100	96.5	97.7
Trucks	0	0	0	0	2	7	0	9	0	0	2	2	0	14	0	14	25
% Trucks	0	0	0	0	2.7	1.7	0	1.7	0	0	3.2	2.3	0	3.7	0	3.5	2.3

N/S Street : Goodwill Dr / Dunkin' Access
E/W Street : Route 3
City/State : Belfast, ME
Weather : Clear

File Name : 04730002
Site Code : 04730002
Start Date : 2/7/2023
Page No : 2



Peak Hour Analysis From 03:00 PM to 05:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

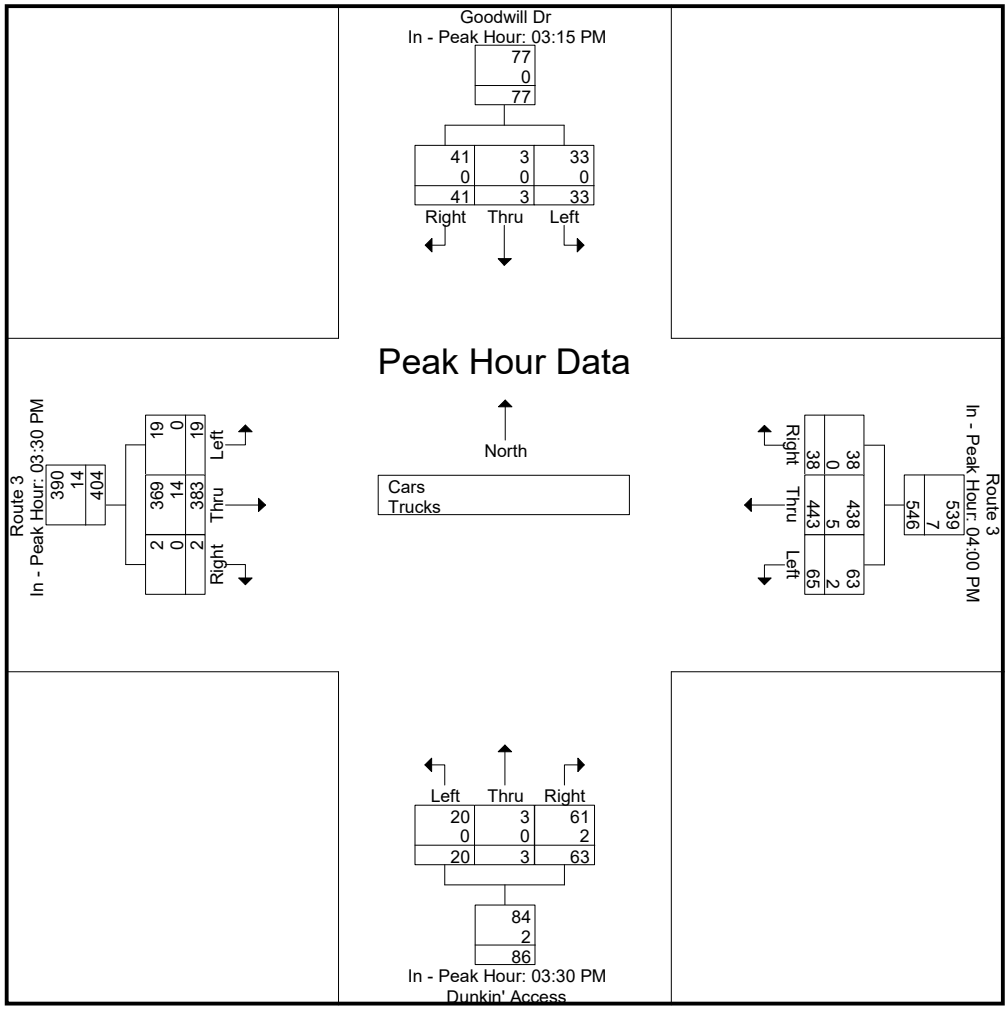
	03:15 PM				04:00 PM				03:30 PM				03:30 PM			
+0 mins.	9	**1**	10	20	**25**	114	7	**146**	5	0	16	21	6	86	0	92
+15 mins.	6	0	**13**	19	18	106	11	135	4	**3**	**20**	27	3	94	**1**	98
+30 mins.	8	1	7	16	9	**128**	7	144	2	0	7	9	**7**	95	1	103
+45 mins.	**10**	1	11	**22**	13	95	**13**	121	**9**	0	20	**29**	3	**108**	0	**111**
Total Volume	33	3	41	77	65	443	38	546	20	3	63	86	19	383	2	404
% App. Total	42.9	3.9	53.2		11.9	81.1	7		23.3	3.5	73.3		4.7	94.8	0.5	
PHF	.825	.750	.788	.875	.650	.865	.731	.935	.556	.250	.788	.741	.679	.887	.500	.910
Cars	33	3	41	77	63	438	38	539	20	3	61	84	19	369	2	390
% Cars	100	100	100	100	96.9	98.9	100	98.7	100	100	96.8	97.7	100	96.3	100	96.5
Trucks	0	0	0	0	2	5	0	7	0	0	2	2	0	14	0	14
% Trucks	0	0	0	0	3.1	1.1	0	1.3	0	0	3.2	2.3	0	3.7	0	3.5

Accurate Counts

978-664-2565

N/S Street : Goodwill Dr / Dunkin' Access
E/W Street : Route 3
City/State : Belfast, ME
Weather : Clear

File Name : 04730002
Site Code : 04730002
Start Date : 2/7/2023
Page No : 3



Cover

MAINE_DOT_TM - 000027010113 - FAIRGROUNDS RD, SR 3 (BELMONT AVE), HATLEY RD - Wednesday, July 19, 2017

Study Name

FAIRGROUNDS RD, SR 3 (BELMONT AVE), HATLEY RD

Study Description

FAIRGROUNDS RD, SR 3 (BELMONT AVE), HATLEY RD, 19/07/2017 turning movement

Date of Survey

Wednesday, July 19, 2017

Time Period

06:00 - 18:00

Comments

-

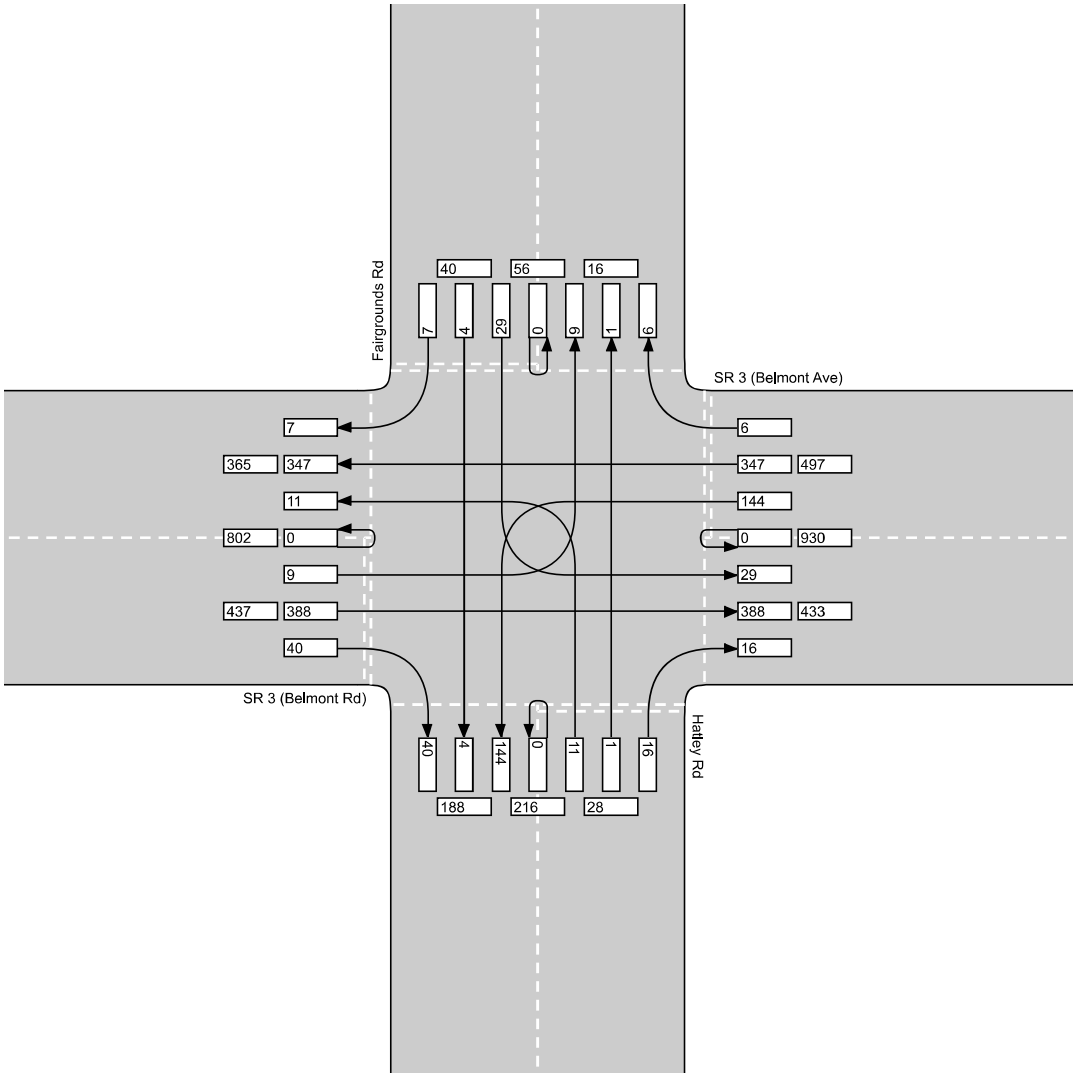
Location

Classes

MCl
Car
LGV
Bus
SUT
Semis
Bicycle (Not included in totals)

Diagram

MAINE_DOT_TM - 000027010113 - FAIRGROUNDS RD, SR 3 (BELMONT AVE), HATLEY RD - Wednesday, July 19, 2017



Time Period:

- ○ All times
- ○ AM Peak Hour:11:00 - 12:00
- ○ PM Peak Hour:16:00 - 17:00
- ○ Overall Peak Hour:16:00 - 17:00
- ◉ Custom: 07:15 - 08:15

Traffic Bins:

- ☑ Mcl
- ☑ Car
- ☑ LGV
- ☑ Bus
- ☑ SUT
- ☑ Semis
- ☐ Bicycle

Crossing Bins:

- ☐ Bicycle
- ☐ Ped

Traffic total: 1002

Total Flow

MAINE_DOT_TM - 000027010113 - FAIRGROUNDS RD, SR 3 (BELMONT AVE), HATLEY RD - Wednesday, July 19, 2017

Traffic										Crossing			
Period	MCI	Car	LGV	Bus	SUT	Semis	Bicycle	Total		Period	Bicycle	Ped	Total
06:00	0	40	28	0	3	2	1	73		06:00	0	0	0
06:15	4	91	30	0	5	3	1	133		06:15	1	1	2
06:30	1	113	48	0	5	3	0	170		06:30	0	0	0
06:45	2	146	56	0	11	2	0	217		06:45	0	0	0
07:00	1	116	44	0	6	2	0	169		07:00	0	0	0
07:15	0	183	45	0	5	2	1	235		07:15	0	0	0
07:30	0	185	44	0	4	8	0	241		07:30	0	1	1
07:45	0	231	56	1	8	6	0	302		07:45	0	0	0
08:00	0	159	53	1	9	2	0	224		08:00	0	0	0
08:15	1	165	42	0	8	3	0	219		08:15	0	2	2
08:30	0	174	45	0	9	5	1	233		08:30	0	0	0
08:45	4	220	44	0	4	7	0	279		08:45	0	0	0
09:00	2	191	51	2	5	16	0	267		09:00	0	1	1
09:15	3	157	49	0	7	3	0	219		09:15	0	2	2
09:30	0	179	50	0	9	9	1	247		09:30	1	0	1
09:45	1	180	52	2	7	4	0	246		09:45	0	1	1
10:00	6	181	57	1	10	6	0	261		10:00	0	0	0
10:15	1	211	54	1	9	9	0	285		10:15	0	0	0
10:30	3	211	41	0	10	6	0	271		10:30	0	0	0
10:45	0	206	43	0	10	6	1	265		10:45	0	1	1
11:00	3	199	59	2	11	2	0	276		11:00	0	0	0
11:15	2	204	48	1	7	8	0	270		11:15	0	1	1
11:30	3	231	39	0	13	6	0	292		11:30	0	0	0
11:45	0	239	48	2	14	2	0	305		11:45	0	0	0
12:00	2	280	66	3	6	4	0	361		12:00	0	1	1
12:15	0	291	51	1	8	3	0	354		12:15	0	1	1
12:30	3	253	54	1	8	8	0	327		12:30	0	1	1
12:45	1	277	59	1	12	9	0	359		12:45	0	0	0
13:00	1	247	63	1	11	8	0	331		13:00	0	1	1
13:15	0	258	47	0	5	6	1	316		13:15	0	0	0
13:30	2	226	48	0	8	8	0	292		13:30	0	0	0
13:45	2	255	48	1	13	4	0	323		13:45	0	1	1
14:00	3	232	60	2	10	3	0	310		14:00	0	1	1
14:15	2	215	53	1	5	8	1	284		14:15	0	0	0
14:30	6	271	55	2	13	3	0	350		14:30	0	1	1
14:45	2	211	69	0	9	5	1	296		14:45	0	0	0
15:00	1	244	54	1	5	8	0	313		15:00	0	0	0
15:15	0	283	35	0	9	5	0	332		15:15	0	0	0
15:30	0	300	65	0	7	7	2	379		15:30	0	0	0
15:45	2	274	60	0	5	5	0	346		15:45	0	0	0
16:00	**5**	**298**	**73**	**0**	**1**	**3**	**0**	**380**		16:00	**0**	**2**	**2**
16:15	**3**	**285**	**72**	**1**	**8**	**1**	**0**	**370**		16:15	**0**	**0**	**0**
16:30	**2**	**319**	**68**	**1**	**6**	**3**	**2**	**399**		16:30	**0**	**2**	**2**
16:45	**2**	**321**	**59**	**0**	**4**	**2**	**0**	**388**		16:45	**0**	**0**	**0**
17:00	2	301	54	2	3	1	0	363		17:00	0	0	0
17:15	1	267	66	2	4	2	0	342		17:15	0	0	0
17:30	3	215	49	1	6	2	0	276		17:30	0	0	0
17:45	0	191	32	0	5	1	0	229		17:45	0	0	0
Total	82	10526	2486	34	360	231	13	13719		Total	2	21	23
% of Total	0.6%	76.7%	18.1%	0.2%	2.6%	1.7%	-	100%		% of Total	8.7%	91.3%	100%

Cover

MAINE_DOT_TM - 000027010113 - FAIRGROUNDS RD, SR 3 (BELMONT AVE), HATLEY RD - Wednesday, July 19, 2017

Study Name

FAIRGROUNDS RD, SR 3 (BELMONT AVE), HATLEY RD

Study Description

FAIRGROUNDS RD, SR 3 (BELMONT AVE), HATLEY RD, 19/07/2017 turning movement

Date of Survey

Wednesday, July 19, 2017

Time Period

06:00 - 18:00

Comments

-

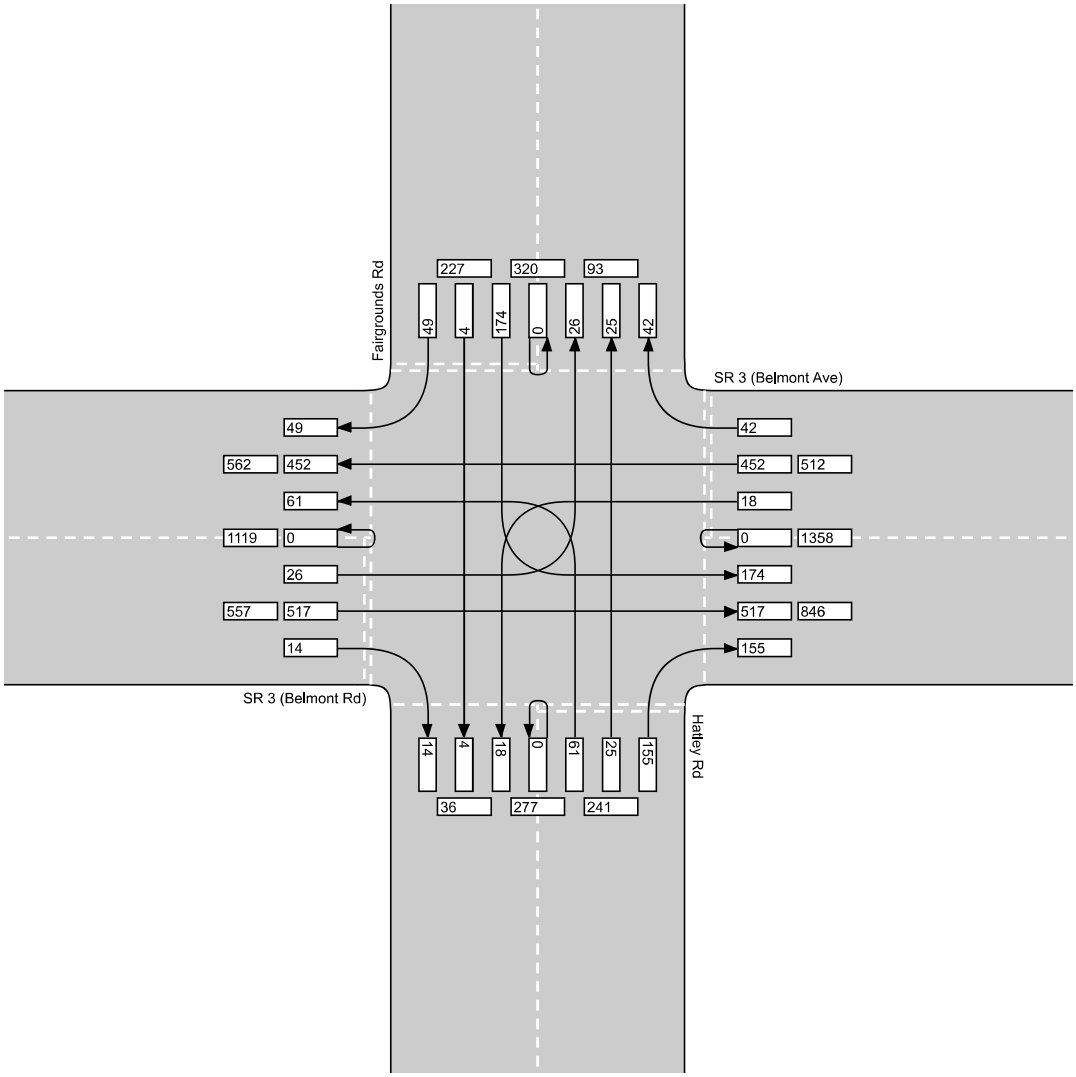
Location

Classes

MCl
Car
LGV
Bus
SUT
Semis
Bicycle (Not included in totals)

Diagram

MAINE_DOT_TM - 000027010113 - FAIRGROUNDS RD, SR 3 (BELMONT AVE), HATLEY RD - Wednesday, July 19, 2017



Time Period:

- ○ All times
- ○ AM Peak Hour:11:00 - 12:00
- ○ PM Peak Hour:16:00 - 17:00
- ○ Overall Peak Hour:16:00 - 17:00
- ◉ Custom: 16:00 - 17:00

Traffic Bins:

- ☑ Mcl
- ☑ Car
- ☑ LGV
- ☑ Bus
- ☑ SUT
- ☑ Semis
- ☐ Bicycle

Crossing Bins:

- ☐ Bicycle
- ☐ Ped

Traffic total: 1537

Total Flow

MAINE_DOT_TM - 000027010113 - FAIRGROUNDS RD, SR 3 (BELMONT AVE), HATLEY RD - Wednesday, July 19, 2017

Traffic										Crossing			
Period	MCI	Car	LGV	Bus	SUT	Semis	Bicycle	Total		Period	Bicycle	Ped	Total
06:00	0	40	28	0	3	2	1	73		06:00	0	0	0
06:15	4	91	30	0	5	3	1	133		06:15	1	1	2
06:30	1	113	48	0	5	3	0	170		06:30	0	0	0
06:45	2	146	56	0	11	2	0	217		06:45	0	0	0
07:00	1	116	44	0	6	2	0	169		07:00	0	0	0
07:15	0	183	45	0	5	2	1	235		07:15	0	0	0
07:30	0	185	44	0	4	8	0	241		07:30	0	1	1
07:45	0	231	56	1	8	6	0	302		07:45	0	0	0
08:00	0	159	53	1	9	2	0	224		08:00	0	0	0
08:15	1	165	42	0	8	3	0	219		08:15	0	2	2
08:30	0	174	45	0	9	5	1	233		08:30	0	0	0
08:45	4	220	44	0	4	7	0	279		08:45	0	0	0
09:00	2	191	51	2	5	16	0	267		09:00	0	1	1
09:15	3	157	49	0	7	3	0	219		09:15	0	2	2
09:30	0	179	50	0	9	9	1	247		09:30	1	0	1
09:45	1	180	52	2	7	4	0	246		09:45	0	1	1
10:00	6	181	57	1	10	6	0	261		10:00	0	0	0
10:15	1	211	54	1	9	9	0	285		10:15	0	0	0
10:30	3	211	41	0	10	6	0	271		10:30	0	0	0
10:45	0	206	43	0	10	6	1	265		10:45	0	1	1
11:00	3	199	59	2	11	2	0	276		11:00	0	0	0
11:15	2	204	48	1	7	8	0	270		11:15	0	1	1
11:30	3	231	39	0	13	6	0	292		11:30	0	0	0
11:45	0	239	48	2	14	2	0	305		11:45	0	0	0
12:00	2	280	66	3	6	4	0	361		12:00	0	1	1
12:15	0	291	51	1	8	3	0	354		12:15	0	1	1
12:30	3	253	54	1	8	8	0	327		12:30	0	1	1
12:45	1	277	59	1	12	9	0	359		12:45	0	0	0
13:00	1	247	63	1	11	8	0	331		13:00	0	1	1
13:15	0	258	47	0	5	6	1	316		13:15	0	0	0
13:30	2	226	48	0	8	8	0	292		13:30	0	0	0
13:45	2	255	48	1	13	4	0	323		13:45	0	1	1
14:00	3	232	60	2	10	3	0	310		14:00	0	1	1
14:15	2	215	53	1	5	8	1	284		14:15	0	0	0
14:30	6	271	55	2	13	3	0	350		14:30	0	1	1
14:45	2	211	69	0	9	5	1	296		14:45	0	0	0
15:00	1	244	54	1	5	8	0	313		15:00	0	0	0
15:15	0	283	35	0	9	5	0	332		15:15	0	0	0
15:30	0	300	65	0	7	7	2	379		15:30	0	0	0
15:45	2	274	60	0	5	5	0	346		15:45	0	0	0
16:00	**5**	**298**	**73**	**0**	**1**	**3**	**0**	**380**		16:00	**0**	**2**	**2**
16:15	**3**	**285**	**72**	**1**	**8**	**1**	**0**	**370**		16:15	**0**	**0**	**0**
16:30	**2**	**319**	**68**	**1**	**6**	**3**	**2**	**399**		16:30	**0**	**2**	**2**
16:45	**2**	**321**	**59**	**0**	**4**	**2**	**0**	**388**		16:45	**0**	**0**	**0**
17:00	2	301	54	2	3	1	0	363		17:00	0	0	0
17:15	1	267	66	2	4	2	0	342		17:15	0	0	0
17:30	3	215	49	1	6	2	0	276		17:30	0	0	0
17:45	0	191	32	0	5	1	0	229		17:45	0	0	0
Total	82	10526	2486	34	360	231	13	13719		Total	2	21	23
% of Total	0.6%	76.7%	18.1%	0.2%	2.6%	1.7%	-	100%		% of Total	8.7%	91.3%	100%

B. MaineDOT Crash Data

Maine Department Of Transportation - Office of Safety, Crash Records Section

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☑ **Crash Summary I**	☐ **Section Detail**	☑ **Crash Summary II**	☐ **1320 Public**	☐ **1320 Private**	☐ **1320 Summary**

REPORT DESCRIPTION

Belfast
Rte. 3 from Goodwill Dr. to Fairgrounds Rd.

REPORT PARAMETERS

Year 2019, Start Month 1 through Year 2021 End Month: 12

Route: **0003X**	Start Node: **71561**	Start Offset: **0**	☐ **Exclude First Node**
	End Node: **64026**	End Offset: **0**	☐ **Exclude Last Node**
Route: **0003W**	Start Node: **64026**	Start Offset: **0**	☑ **Exclude First Node**
	End Node: **71561**	End Offset: **0**	☑ **Exclude Last Node**

Crash Summary I

Nodes

Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
71561	0003X - 45.87	Non Int BELMONT AV	2	1	0	0	0	0	1	0.0	3.332	0.10	0.35	0.00
												Statewide Crash Rate:	0.12	
64026	0003X - 45.94	Int of BELMONT AV ENT TO ATHENAHEALTH FAIRGROUN	9	10	0	0	1	2	7	30.0	4.728	0.70	1.17	0.60
												Statewide Crash Rate:	0.65	
Study Years:	3.00	**NODE TOTALS:**		11	0	0	1	2	8	27.3	8.060	0.45	0.75	0.60

Crash Summary I

Sections

Start Node	End Node	Element	Offset Begin - End	Route - MP	Section Length	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF
71561	64026	4047853	0 - 0.07	0003X - 45.87	0.07	2	0	0	0	0	0	0	0.0	0.00117	0.00	637.52	0.00
Non Int BELMONT AV				ST RTE 3											Statewide Crash Rate: 186.18		
64026	71561	4047878	0 - 0.07	0003W - 3.73	0.07	2	0	0	0	0	0	0	0.0	0.00117	0.00	637.52	0.00
Int of BELMONT AV	ENT TO ATHENAHEALTH FAIRGROUNDS RD			ST RTE 3W											Statewide Crash Rate: 186.18		
Study Years: 3.00				**Section Totals:**	0.14		0	0	0	0	0	0	0.0	0.00233	0.00	534.92	0.00
				Grand Totals:	0.14		11	0	0	1	2	8	27.3	0.00233	1572.19	714.23	2.20

C. SimTraffic Reports

3: Site Drive/Goodwill Drive & Belmont Avenue Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBR	All
Denied Del/Veh (s)	3.4	0.4	0.3	0.1	0.0	0.0	0.5	1.7	1.1	0.1	3.9	0.4
Total Del/Veh (s)	2.9	1.3	0.6	5.0	0.5	0.1	21.1	19.9	13.2	21.9	4.9	3.1

6: Site Drive & Belmont Avenue Performance by movement

Movement	EBT	WBT	All
Denied Del/Veh (s)	0.0	0.0	0.0
Total Del/Veh (s)	1.2	1.1	1.1

Total Zone Performance

Denied Del/Veh (s)	0.6
Total Del/Veh (s)	164.5

Intersection: 3: Site Drive/Goodwill Drive & Belmont Avenue

Movement	EB	WB	WB	NB	SB	SB
Directions Served	L	L	TR	LTR	LT	R
Maximum Queue (ft)	26	66	15	115	59	31
Average Queue (ft)	2	27	0	37	6	5
95th Queue (ft)	13	57	8	88	30	22
Link Distance (ft)			113	119	277	
Upstream Blk Time (%)				2		
Queuing Penalty (veh)				0		
Storage Bay Dist (ft)	60	55				80
Storage Blk Time (%)		1	0		0	
Queuing Penalty (veh)		3	0		0	

Intersection: 6: Site Drive & Belmont Avenue

Movement	EB	WB
Directions Served	TR	T
Maximum Queue (ft)	58	5
Average Queue (ft)	3	0
95th Queue (ft)	31	5
Link Distance (ft)	113	111
Upstream Blk Time (%)	0	
Queuing Penalty (veh)	1	
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Zone Summary

Zone wide Queuing Penalty: 4

3: Site Drive/Goodwill Drive & Belmont Avenue Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBR	All
Denied Del/Veh (s)	3.5	0.4	0.9	0.1	0.0	0.0	5.4	8.2	5.5	0.1	4.2	0.9
Total Del/Veh (s)	2.7	1.4	0.9	5.3	0.6	0.1	26.5	27.3	16.0	24.7	4.6	3.7

6: Site Drive & Belmont Avenue Performance by movement

Movement	EBT	EBR	WBT	NBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.1	0.0
Total Del/Veh (s)	1.3	0.2	1.1	10.0	1.2

Total Zone Performance

Denied Del/Veh (s)	1.4
Total Del/Veh (s)	181.0

Intersection: 3: Site Drive/Goodwill Drive & Belmont Avenue

Movement	EB	WB	WB	NB	SB	SB
Directions Served	L	L	TR	LTR	LT	R
Maximum Queue (ft)	23	73	23	121	49	31
Average Queue (ft)	2	28	1	42	5	5
95th Queue (ft)	12	58	16	99	27	24
Link Distance (ft)			113	119	277	
Upstream Blk Time (%)		0	0	4		
Queuing Penalty (veh)		0	0	0		
Storage Bay Dist (ft)	60	55				80
Storage Blk Time (%)		1	0		0	
Queuing Penalty (veh)		4	0		0	

Intersection: 6: Site Drive & Belmont Avenue

Movement	EB	WB	NB
Directions Served	TR	T	R
Maximum Queue (ft)	48	11	24
Average Queue (ft)	3	0	1
95th Queue (ft)	28	8	12
Link Distance (ft)	113	111	99
Upstream Blk Time (%)	0		
Queuing Penalty (veh)	0		
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Zone Summary

Zone wide Queuing Penalty: 4

3: Site Drive/Goodwill Drive & Belmont Avenue Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	3.4	0.4	0.3	0.3	0.0	0.0	0.2	0.2	0.2	0.3	0.3	4.0
Total Del/Veh (s)	3.4	1.4	0.1	4.7	1.2	0.2	19.8	24.5	8.7	19.3	19.4	6.4

3: Site Drive/Goodwill Drive & Belmont Avenue Performance by movement

Movement	All
Denied Del/Veh (s)	0.4
Total Del/Veh (s)	2.9

6: Site Drive & Belmont Avenue Performance by movement

Movement	EBT	WBT	All
Denied Del/Veh (s)	0.0	0.1	0.0
Total Del/Veh (s)	1.6	2.0	1.8

Total Zone Performance

Denied Del/Veh (s)	0.8
Total Del/Veh (s)	62.4

Intersection: 3: Site Drive/Goodwill Drive & Belmont Avenue

Movement	EB	EB	WB	WB	NB	SB	SB
Directions Served	L	TR	L	TR	LTR	LT	R
Maximum Queue (ft)	34	3	64	30	91	66	57
Average Queue (ft)	7	0	23	2	27	23	25
95th Queue (ft)	27	3	53	21	64	55	52
Link Distance (ft)		664		113	119	277	
Upstream Blk Time (%)				0	0		
Queuing Penalty (veh)				0	0		
Storage Bay Dist (ft)	60		55				80
Storage Blk Time (%)	0		1	0		0	0
Queuing Penalty (veh)	0		4	0		0	0

Intersection: 6: Site Drive & Belmont Avenue

Movement	EB	WB
Directions Served	TR	T
Maximum Queue (ft)	69	36
Average Queue (ft)	5	2
95th Queue (ft)	35	20
Link Distance (ft)	113	111
Upstream Blk Time (%)	0	
Queuing Penalty (veh)	0	
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Zone Summary

Zone wide Queuing Penalty: 4

3: Site Drive/Goodwill Drive & Belmont Avenue Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	3.3	0.4	0.6	0.2	0.0	0.0	0.4	0.2	0.5	0.2	0.2	4.0
Total Del/Veh (s)	4.1	1.5	0.7	4.5	1.2	0.2	25.7	31.7	11.7	17.3	17.9	6.2

3: Site Drive/Goodwill Drive & Belmont Avenue Performance by movement

Movement	All
Denied Del/Veh (s)	0.4
Total Del/Veh (s)	3.1

6: Site Drive & Belmont Avenue Performance by movement

Movement	EBT	EBR	WBT	NBR	All
Denied Del/Veh (s)	0.0	0.0	0.1	0.1	0.0
Total Del/Veh (s)	1.6	0.3	2.0	11.2	1.9

Total Zone Performance

Denied Del/Veh (s)	0.8
Total Del/Veh (s)	63.1

Intersection: 3: Site Drive/Goodwill Drive & Belmont Avenue

Movement	EB	EB	WB	WB	NB	SB	SB
Directions Served	L	TR	L	TR	LTR	LT	R
Maximum Queue (ft)	36	2	65	8	117	61	50
Average Queue (ft)	8	0	23	0	31	23	25
95th Queue (ft)	29	2	53	6	77	52	49
Link Distance (ft)		664		113	119	277	
Upstream Blk Time (%)					1		
Queuing Penalty (veh)					0		
Storage Bay Dist (ft)	60		55				80
Storage Blk Time (%)	0		1	0		0	0
Queuing Penalty (veh)	0		3	0		0	0

Intersection: 6: Site Drive & Belmont Avenue

Movement	EB	WB	NB
Directions Served	TR	T	R
Maximum Queue (ft)	73	28	36
Average Queue (ft)	6	1	7
95th Queue (ft)	36	13	29
Link Distance (ft)	113	111	99
Upstream Blk Time (%)	0		
Queuing Penalty (veh)	0		
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Zone Summary

Zone wide Queuing Penalty: 3

D. NCHRP Report 457

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway

Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	511
Right-turn volume, veh/h:	1

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	83
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	

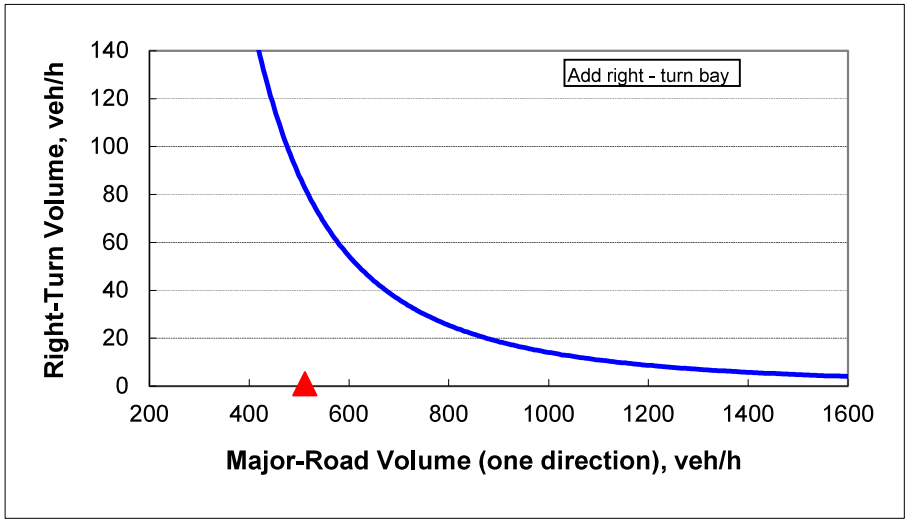


Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway

Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	457
Right-turn volume, veh/h:	2

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	111
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	

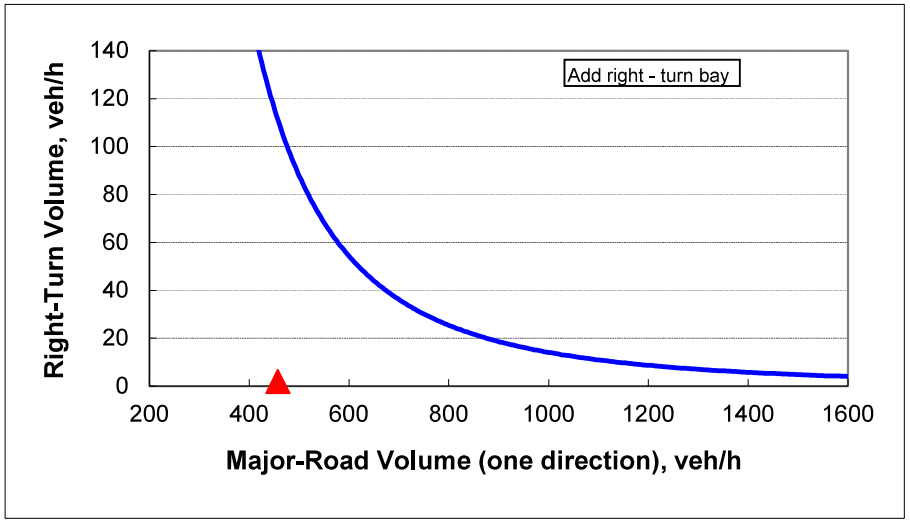


Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway

Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	592
Right-turn volume, veh/h:	5

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	56
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	

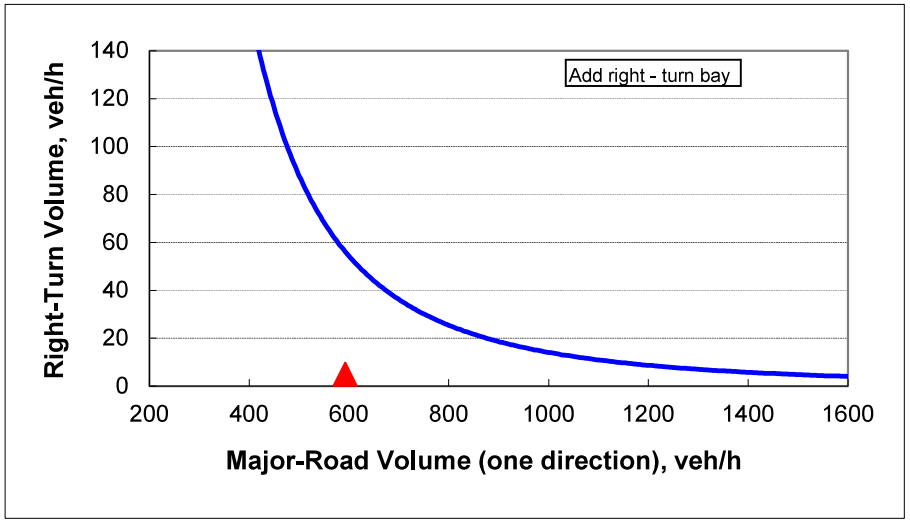


Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway

Variable	Value
Major-road speed, mph:	40
Major-road volume (one direction), veh/h:	538
Right-turn volume, veh/h:	3

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	72
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	

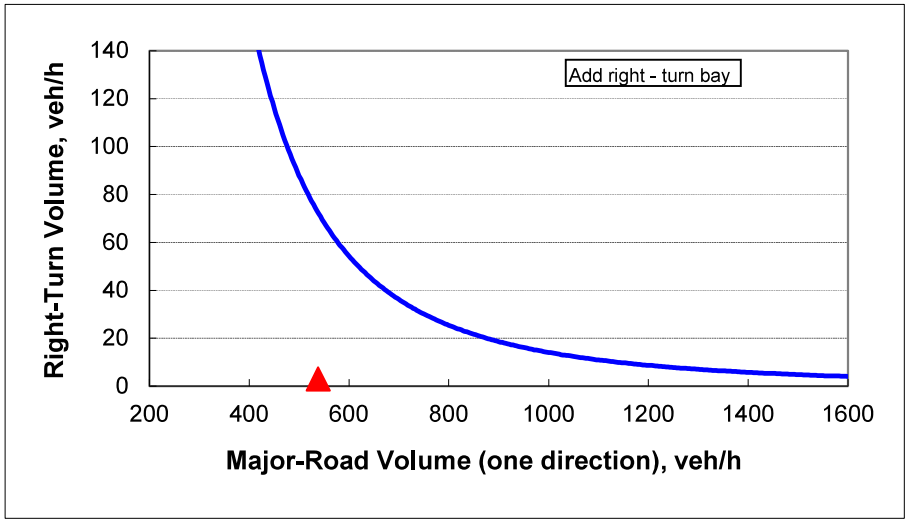


Exhibit 7

Natural Resources

Exhibit 7 – Natural Resources

Flooding

The Flood Insurance Rate Map (FIRM) for the City of Belfast (Community Panel 23027C0442E, dated July 6, 2015) identifies the project site to be in Zone X, an area determined to be outside the 500-year flood. Please see the attached flood map.

Soils

A Class 'D' Medium Intensity Soil Survey published by the United States Department of Agriculture, Natural Resources Conservation Service has also been attached. The soils were identified as Peru, Swanville, and Udorthents-Urban land series, with Hydrologic Soils Group C/D, C/D, and unknown respectively. The soils within the HSG C/D were assumed to be D due to the closeness of the groundwater table to the surface as evident by the wetlands on-site. The Udorthents-Urban land series is unknown due to the presence of historical fill, and was assumed to be within HSG C. Please see the attached soil map.

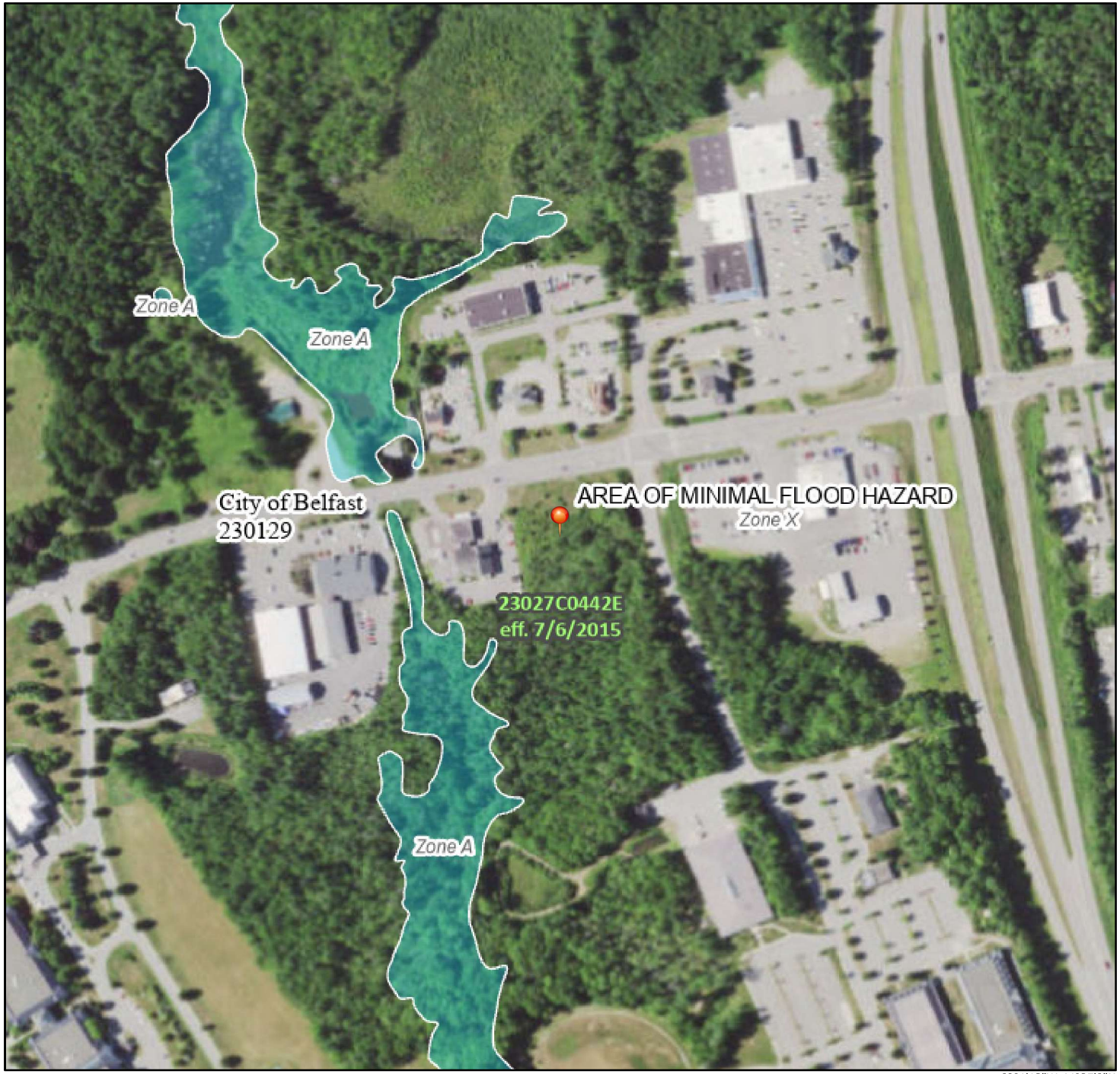
Wetlands

Wetlands were observed by Cole Peters, PWS, of Sebago Technics on September 26, 2022. Please see the attached Wetland Delineation Report.

National Flood Hazard Layer FIRMette

FEMA

69°1'50"W 44°25'35"N



69°1'12"W 44°25'9"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

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

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN — Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 — Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

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

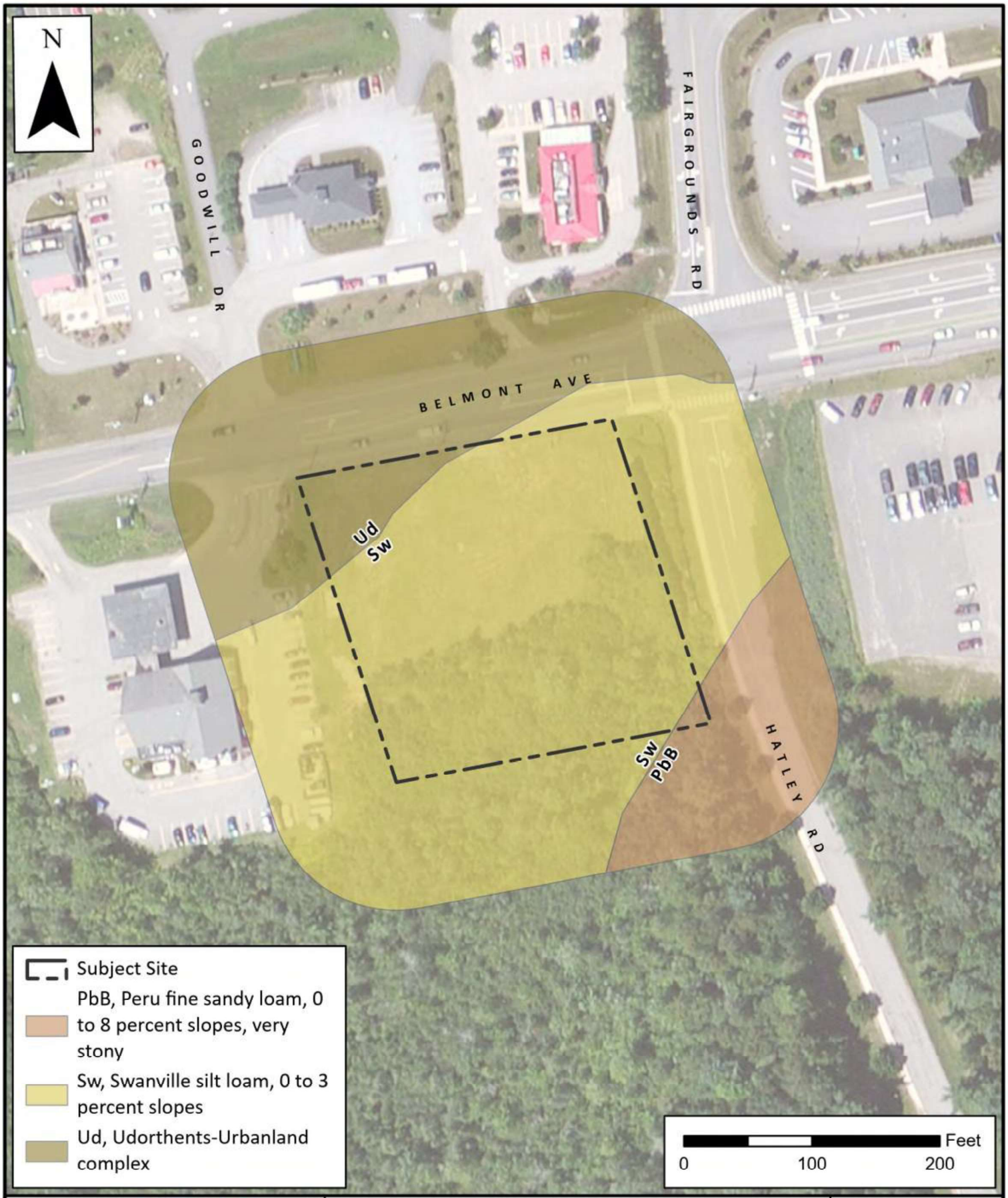
N

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

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

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/9/2023 at 4:29 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

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



SEBAGO TECHNICS
WWW.SEBAGOTECHNICS.COM
75 John Roberts Rd. - Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

NRCS SOIL SURVEY MAP

HARBORLIGHT ADVISORS

SCALE: 1:1,200

DATE: 12/29/2022

LOCATION:
0 BELMONT AVENUE
BELFAST, ME

INFORMATION:
MAINE GEOLIBRARY
USDA NRCS SOIL SURVEY 2020
ESRI WORLD IMAGERY

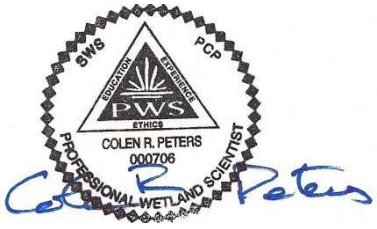
Wetland Delineation Report

To: **Amy Bell Segal, Project Manager**

From: **Cole Peters, PWS**

Date: **October 17, 2022**

Project: **220473- Belmont Avenue, Belfast**



Wetland boundaries have been delineated on the approximately 1.43-acre parcel (the "Site"), located at the intersection of Belmont Avenue and Hatley Road in Belfast. The undeveloped Site is identified as Lot 12-B on Tax Map 5. The position of the wetland boundaries is depicted on the attached map (Figure 1) of the Site for consideration during preparation of potential development plans for the property.

The Federal Emergency Management Agency (FEMA) has prepared Flood Insurance Rate Maps (FIRM) for this part of Lewiston (Community Panel Number 23027C0442E, effective date 7/6/2015). No part of the Site occurs in a FEMA designated 100-year floodplain (Zone A). The City of Belfast Zoning Map (July 2008) identifies the area including the Site as Route 3 Commercial District (Rt-3) and no part of the Site is designated as being subject to the City's Shoreland Zoning Ordinance.

Wetland Delineation:

Wetland boundaries at the Site were delineated on September 26, 2022 with sequentially numbered pink flagging located with a sub-meter accuracy global position system (GPS) unit. Characteristics of wetlands delineated at the Site are described below.

Evidence indicative of wetland from three parameters – vegetation, soils and hydrology – was used to identify and delineate the wetlands in accordance with the 1987 *US Army Corps of Engineers Wetland Delineation Manual* and the subsequent *Regional Supplement to the US Army Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region* (January 2012). With the exception of unusual or atypical situations, evidence of wetland must be exhibited by all three parameters for an area or position to be designated as wetland.

The freshwater wetland community on the Site is dominated by trees and shrubs that include: red maple (*Acer rubrum*), grey birch (*Betula populifolia*), speckled alder (*Alnus incana*), winterberry holly (*Ilex verticillata*), glossy buckthorn (*Frangula alnus*), willow (*Salix* spp.), and meadowsweet (*Spiraea latifolia*). In open areas and the herbaceous understory are: New York aster (*Synphyitruchum novi-belgi*), reed canary grass (*Phalaris arundinacea*), soft rush (*Juncus effusus*), sensitive fern (*Onoclea sensibilis*), and purple loosestrife (*Lythrum salicaria*). All of

these plants are identified as "Obligate" (OBL), "Facultative Wetland" (FACW) or "Facultative" (FAC) indicators of wetland by the 2016, *State of Maine National Wetland Plant List* prepared by the US Army Corps of Engineers and are therefore hydrophytes.

Dominant vegetation found throughout upland areas of the Site consists of: white pine (*Pinus strobus*), black cherry (*Prunus serotina*), quaking aspen (*Populus tremuloides*), crab apple (*Malus prunifolia*), multi-flora rose (*Rosa multiflora*), tatarian honesuckle (*Lonicera tatarica*), Russian olive (*Elaeagnus angustifolia*), wild strawberry (*Fragaria virginiana*), lamb's ears (*Stachys byzantia*), yarrow (*Achillea millefolium*), and vetch (*Securigera varia*). All of these plants are classified as "Facultative Upland" (FACU) or are not indicative of wetland, and when occurring in predominance, are indicative of upland.

The medium intensity soil survey prepared by the USDA Natural Resource Conservation Service (NRCS) indicates soils of the Swanville silt loam (Sw) series occur beneath wetland areas at the Site. The series is poorly drained (PD) and classified by the NRCS as a hydric soil. Soils were also examined directly with a hand auger. At sampling locations in areas dominated by hydrophytes, below an upper 8-inch-thick dark brown (10YR3/3) silt loam horizon, as much as six (6) inches of an olive gray (5Y5/2) silt loam occurs throughout which approximately 10% is light olive brown (2.5Y5/4) redox concentrations. These characteristics are representative of hydric soil indicator criteria F3: Depleted Matrix.

Hydrology is considered to be the "*driving force*" of wetlands (Mitch and Gosselink, 1986) and inherently is responsible for the adaptation of certain vegetation (hydrophytes) and the development of specific soil characteristics (hydric) indicative of wetlands. At the time of the survey, evidence of wetland hydrology observed at the Site included: sediment deposits, water-stained leaves and drainage patterns indicative of wetlands.

The National Wetland Inventory (NWI) makes use of *Classification of Wetlands and Deepwater Habitats of the United States* (Cowardin et. al, 1979) to differentiate types of wetlands. With this system, freshwater wetlands are classified based on dominant plant type as: Palustrine Forested (**PFO**), Palustrine Scrub-Shrub (**PSS**), Palustrine Emergent (**PEM**), Palustrine Open Water (**POW**), or Palustrine Unconsolidated Bottom (**PUB**). Wetlands classified by this system as PFO or PSS are more commonly known of as swamps whereas PEM typically represent marshes or meadows. POW and PUB generally lack vegetation and correspond to pond.

Wetland covers southern part of the Site and is represented by a palustrine deciduous a scrub shrub (PSS1) community (Photo 1) with a small upland island in the southeast corner (Photo 2).

Vernal Pools:

Vernal pools (**VP**s) are defined by the Maine Department of Environmental Protection (MDEP) as: "*a natural, temporary to semi-permanent body of water occurring in a shallow depression that typically fills during the spring or fall and may dry during the summer. Vernal pools have no permanent inlet or outlet and no viable populations of predatory fish*" (Chapter 335 §9).

"Significant vernal pools" (**SVP**s) are recognized by the presence of fairy shrimp (*Eubrandhipus* spp.), or more than 40 wood frog (*Rana sylvatica*) egg masses or at least 10 blue spotted salamander (*Ambystoma laterale*) or 20 spotted salamander (*A. maculatum*) egg masses. VPs documented to be used by state-listed rare, endangered or threatened species such as Blanding's turtles (*Emydoidea blanddingii*), spotted turtles (*Clemmys guttata*), ringed boghaunter dragonflies (*Williamsoni linterni*), Eastern ribbon snakes (*Thamnophis sauritus*), wood turtles (*Clemmys insculpta*), four-toed salamanders (*Hemidactylium scutalum*), swamp darner dragonflies (*Epiaeschna heros*), and comet darner dragonflies (*Anax longipes*), are also considered to be SVPs (Ch 335 §9B 1-4).

Under the provisions of Section 404 of the federal Clean Water Act, the US Army Corps of Engineers (USACE) regulates activities in "*waters of the United States"* including VPs, which are defined by the USACE New England District in the State of Maine General Permit (GP, reissued on October 14, 2020). The NED definition, while very similar to MDEP's, does not reference "natural" and does not recognize or differentiate SVPs based on number of indicator species egg masses. Instead, the GP definition states: "*VPs are depressional wetland basins that typically go dry in most years and may contain inlets or outlets, typically of intermittent flow. Vernal pools range in both size and depth depending on landscape position and parent material(s). In most years, VPs support one or more of the following obligate species: wood frog (Rana sylvatica), spotted salamander (Ambystoma maculatum), blue spotted salamander (A. laterale) fairy shrimp (Eubrandhipus* spp.). *However, they should preclude sustainable populations of predatory fish."*

West of Penobscot Bay and south from Fryberg to Augusta, the Maine Department of Inland Fisheries and Wildlife (MDIFW) recommends evidence of VP indicator species egg masses be observed on separate dates during periods established for wood frogs (April 10th to April 25th) and spotted salamanders (April 20th to May 10th). Critical Terrestrial Habitat within 250 feet around an SVP is referred to as *Significant Vernal Pool Habitat* (**SVPH** Ch 335 §9A (7)) and is a form of significant wildlife habitat (38 MRSA §480-B (10)). Potential vernal pools (**PVP**s) can be identified outside (before/after) the recommended survey period, and are not necessarily indicative of regulatory jurisdiction but suggest follow up spring surveys may be warranted. Evidence of ponded water, including water-stained leaves, that could suggest a PVP was not observed during the wetland delineation.

Regulatory Assessment:

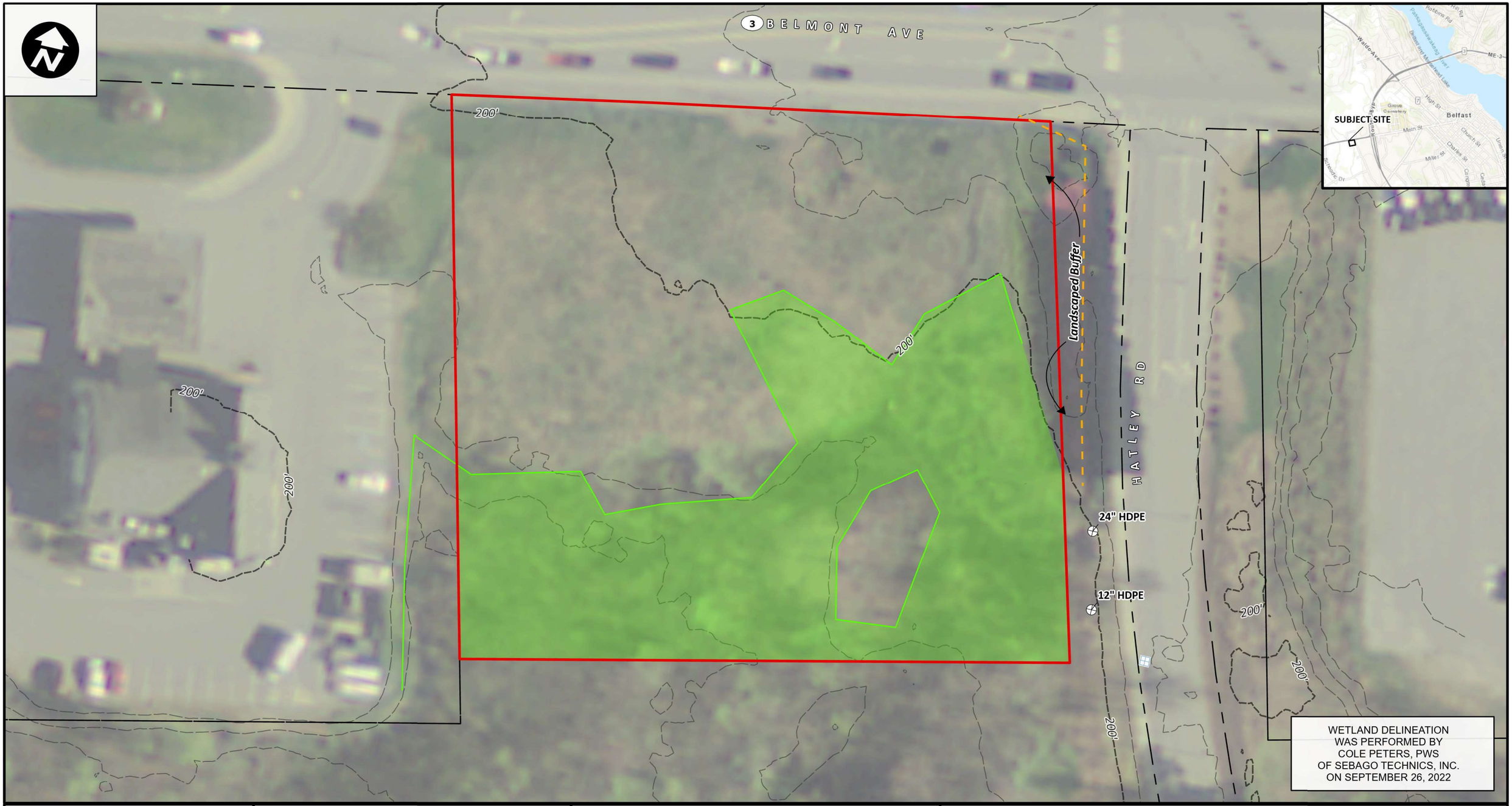
Activities in and adjacent to wetlands at the Site are regulated by the MDEP under the provisions of the Natural Resources Protection Act (NRPA) and associated Permit by Rule (Chapter 305), Wetland and Waterbodies Protection (Chapter 310) and Significant Wildlife Habitat (Chapter 335) Rules. Certain characteristics are relevant to whether a wetland is regulated as a "freshwater wetland of special significance" (Ch 310 §4A 1-8). Wetlands at the Site:

- do not contain a "critically imperiled (S1)" (Ch 310 §3F) or an "imperiled (S2)" (Ch 310 §3L) community as defined by the Natural Areas Program;
- do not contain significant wildlife habitat (38 MRSA §480-B (10) mapped by MDIFW;
- are not located within 250 feet of a "coastal wetland" (38 MRSA §480-B (2));
- are not located within 250 feet of a "great pond" (38 MRSA §465-A);
- do not contain more than 20,000 square feet of open water or aquatic or emergent marsh vegetation;
- do not occur in a 100-year floodplain mapped by the Federal Emergency Management Agency (FEMA) (38 MRSA §480-B(2-D));
- are not a "peatland" (Ch 310 §3P); and
- do not occur within 25 feet of the channel of a "river, stream or brook" (38 MRSA §480-B (9)).

Therefore, barring any presence of significant vernal pools, wetlands at the Site are not "wetlands of special significance" (WOSS- Ch 310 §4A (1-8)).

Activities requiring alteration of less than 4,300 sq ft wetland at the Site would be a "minor alteration" and would not require a NRPA permit (38 M.R.S.A. §480 Q (17)). In excess of this but less than 15,000 sq ft would require a Tier 1 permit and a Tier 2 permit would be necessary for impacts between 15,000 sq ft and an acre (43,560 square feet). Excluding specific activities authorized by Permit by Rule (PBR - Chapter 305) provisions of the NRPA, activities exceeding one acre would require a Tier 3 permit.

Wetlands at the Site are also regulated by the USACE as "*waters of the United States*" under the provisions of Section 404 of the Clean Water Act. To authorize minimal-impact activities in wetlands, including placement of fill, the Corps makes use of a General Permit (GP) for the State of Maine. Such impacts to wetlands are broken down into two permit categories under the GP based on the following area thresholds: Category 1 – less than 15,000 square feet and Category 2 – 15,000 square feet to three acres. Activities eligible for Category 1 activities can be authorized with a Self-Verification Notification (SVN) Form submitted to the Corps. Category 2 activities are reviewed in conjunction with the US Fish and Wildlife Service, and the US Environmental Protection Agency and as appropriate the National Marine Fisheries Services, and require an application and written approval from the USACE.



SEBAGO TECHNICS

WWW.SEBAGOTECHNICS.COM

75 John Roberts Rd. - Suite 4A
South Portland, ME 04106
Tel. 207-200-2100

0 40 80 120

Feet

1" = 40' when printed at 11 x 17

FIGURE 1: WETLAND MAP

TAX MAP 05, LOT 12-B

INFORMATION: MAINE GEOLIBRARY
2011 USGS LIDAR
2015 ORTHOREGIONAL IMAGERY

THIS IS NOT A BOUNDARY SURVEY.
WETLAND FEATURES WERE DELINEATED
USING GPS TECHNOLOGY CAPABLE OF SUB-METER ACCURACY.

LOCATION:

0 BELMONT AVE
BELFAST, MAINE

DATE: 10/4/2022

PROJECT NUMBER: 220473

Natural Resources, 220473.aprx

- Catch Basin
- Culvert Opening
- Stone Wall
- Area of Interest (AOI)
- Tax Parcel
- Delineated Wetland Boundary
- Wetlands within AOI
- 2' Contour
- 10' Contour

Map Projection : NAD 1983 StatePlane Maine West FIPS 1802 Feet

Photograph 1: Northwestward view of the PSS1 wetland in the foreground with upland along Belmont Avenue (upper right) throughout upper center.

Photograph 2: Southeasterly view of a small upland island in the southeast corner of the Site.

Exhibit 9

Lighting

Exhibit 9 – Site Lighting

Site Lighting specifications have been provided through Swaney Lighting.

Date: Mar 6, 2023

Swaney Lighting
PO Box 1597
Scarborough ME 04070
Phone: (207) 883-7100
Fax: (207) 885-9606

Job Name
BELFAST MEDICAL BUILDING
SLA23-54760
BELFAST ME

Bid Date
Mar 6, 2023

Submittal Date
Mar 6, 2023

Transmittal

Swaney Lighting
PO Box 1597
Scarborough ME 04070
Phone: (207) 883-7100
From: Therese Freeman X-103

Project **BELFAST MEDICAL BUILDING**
Quote# SLA23-54760
Location BELFAST ME
Contact:

ATTACHED WE ARE SENDING YOU 1 COPY OF THE FOLLOWING ITEM:

☐ Drawings	☐ Specifications	Other:
☐ Prints	☐ Information	
☐ Plans	☒ Submittals	

THESE ARE TRANSMITTED FOR:

☐ Prior Approval	☐ Resubmittal for Approval	☐ Record
☒ Approval	☐ Corrections	Bids due on:
☐ Approval as Submitted	☐ Your Use	Other:
☐ Approval as Noted	☐ Review and Comment	

Type	MFG	Part
A4	BEACON PRODUCTS	VP-ST-2-72L-180-4K7-4W-UNV-A-DBT
A4	BEACON PRODUCTS	SSSB25-40A-1-B3-DBT-VM1
DL	PRESCOLITE	LTR-3RD-H-SL06L-DM1 / LTR-3RD-T-SL35K8WD-S

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VIPER Area/Site

VIPER LUMINAIRE

DATE: | LOCATION:

TYPE: | PROJECT:

CATALOG #:

MICRO STRIKE | OPTICS STRIKE

FEATURES

- Low profile LED area/site luminaire with a variety of IES distributions for lighting applications such as auto dealership, retail, commercial, and campus parking lots
- Featuring two different optical technologies, Strike and Micro Strike Optics, which provide the best distribution patterns for retrofit or new construction
- Rated for high vibration applications including bridges and overpasses. All sizes are rated for 1.5G
- Control options including photo control, occupancy sensing, NX Lighting Controls™, wiSCAPE and 7-Pin with networked controls
- New customizable lumen output feature allows for the wattage and lumen output to be customized in the factory to meet whatever specification requirements may entail
- Field interchangeable mounting provides additional flexibility after the fixture has shipped

c UL us | IP65 | BUY AMERICAN SOLUTIONS (See Certification Specifications) | DLC LISTED | DLC LISTED PREMIUM

CONTROL TECHNOLOGY

NX LIGHTING CONTROLS | wiSCAPE™

SPECIFICATIONS

CONSTRUCTION

- Die-cast housing with hidden vertical heat fins are optimal for heat dissipation while keeping a clean smooth outer surface
- Corrosion resistant, die-cast aluminum housing with 1000 hour powder coat paint finish
- External hardware is corrosion resistant

OPTICS

- Micro Strike Optics (160, 320, 480, or 720 LED counts) maximize uniformity in applications and come standard with mid-power LEDs which evenly illuminate the entire luminous surface area to provide a low glare appearance. Catalog logic found on page 2
- Strike Optics (36, 72, 108, or 162 LED counts) provide best in class distributions and maximum pole spacing in new applications with high powered LEDs. Strike optics are held in place with a polycarbonate bezel to mimic the appearance of the Micro Strike Optics so both solutions can be combined on the same application. Catalog logic found on page 3
- Both optics maximize target zone illumination with minimal losses at the house-side, reducing light trespass issues. Additional backlight control shields and house side shields can be added for further reduction of illumination behind the pole
- One-piece silicone gasket ensures a weatherproof seal
- Zero up-light at 0 degrees of tilt
- Field rotatable optics

INSTALLATION

- Mounting patterns for each arm can be found on page 11
- Optional universal mounting block for ease of installation during retrofit applications. Available as an option (ASQU) or accessory for square and round poles
- All mounting hardware included

INSTALLATION (CONTINUED)

- Knuckle arm fitter option available for 2-3/8" OD tenon
- For products with EPA less than 1 mounted to a pole greater that 20ft, a vibration damper is recommended

ELECTRICAL

- Universal 120-277 VAC or 347-480 VAC input voltage, 50/60 Hz
- Ambient operating temperature -40˚C to 40˚C
- Drivers have greater than 90% power factor and less than 20% THD
- LED drivers have output power over-voltage, over-current protection and short circuit protection with auto recovery
- Field replaceable surge protection device provides 20kA protection meeting ANSI/IEEE C62.41.2 Category C High and Surge Location Category C3; Automatically takes fixture off-line for protection when device is compromised
- Dual Driver option provides 2 drivers within luminaire but only one set of leads exiting the luminaire, where Dual Power Feed provides two drivers which can be wired independently as two sets of leads are extended from the luminaire. Both options cannot be combined

CONTROLS

- Photo control, occupancy sensor programmable controls, and Zigbee wireless controls available for complete on/off and dimming control
- Please consult brand or sales representative when combining control and electrical options as some combinations may not operate as anticipated depending on your application
- 7-pin ANSI C136.41-2013 photocontrol receptacle option available for twist lock photocontrols or wireless control modules (control accessories sold separately)

CONTROLS (CONTINUED)

- 0- 10V Dimming Drivers are standard and dimming leads are extended out of the luminaire unless control options require connection to the dimming leads. Must specify if wiring leads are to be greater than the 6" standard
- NX Lighting Controls™ available with in fixture wireless control module, features dimming and occupancy sensor
- wiSCAPE® available with in fixture wireless control module, features dimming and occupancy sensor. Also available in 7-pin configuration

CERTIFICATIONS

- DLC® (DesignLights Consortium Qualified), with both Premium and Standard Qualified configurations. Please refer to the DLC website for specific product qualifications at http://www.designlights.org
- Listed to UL1598 and CSA C22.2#250.0-24 for wet locations and 40˚C ambient temperatures
- 1.5 G rated for ANSI C136.31 high vibration applications
- Fixture is IP65 rated
- Meets IDA recommendations using 3K CCT configuration at 0 degrees of tilt
- This product qualifies as a "designated country construction material" per FAR 52.225-11 Buy American-Construction Materials under Trade Agreements effective 04/23/2020.

WARRANTY

- 5 year warranty

KEY DATA	
Lumen Range	5,000–80,000
Wattage Range	36–600
Efficacy Range (LPW)	92–155
Weight lbs. (kg)	13.7-30.9 (6.2-13.9)

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DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

VIPER Area/Site

VIPER LUMINAIRE

STRIKE OPTIC – ORDERING GUIDE

Example: VP–ST–1–36L-39–3K7–2–UNV–A–BLT

CATALOG #

VP – Series	Optic Platform	Size	Light Engine	CCT/CRI	Distribution	Optic Rotation	Voltage
VP Viper	**ST** Strike	**1** Size 1	**36L-39** [8] 5500 lumens	**AM** monochromatic amber, 595nm	**FR** Auto Front Row	**BLANK** No Rotation	**UNV** 120-277V
			36L-55 [8] 7500 lumens	**27K8** 2700K, 80 CRI	**2** Type 2	**L** Optic rotation left	**120** 120V
			36L-85 10000 lumens	**3K7** 3000K, 70 CRI	**3** Type 3	**R** Optic rotation right	**208** 208V
			36L-105 12500 lumens	**3K8** 3000K, 80 CRI	**4F** Type 4 Forward		**240** 240V
			36L-120 14000 lumens	**3K9** 3000K, 90 CRI	**4W** Type 4 Wide		**277** 277V
		2 Size 2	**72L-115** 15000 lumens	**35K8** 3500K, 80 CRI	**5QN** Type 5 Square Narrow		**347** 347V
			72L-145 18000 lumens	**4K7** 4000K, 70 CRI	**5QW** Type 5 Square Wide		**480** 480V
			72L-180 21000 lumens	**4K8** 4000K, 80 CRI	**5QM** Type 5 Square Medium		
			72L-210 24000 lumens	**4K9** 4000K, 90 CRI	**5W** Type 5 Wide (Round)		
			72L-240 27000 lumens	**5K7** 5000K, 70 CRI	**5RW** Type 5 Rectangular		
		3 Size 3	**108L-215** [8] 27000 lumens	**5K8** 5000K, 80 CRI	**C** Corner Optic		
			108L-250 30000 lumens		**TC** Tennis Court Optic		
			108L-280 33000 lumens				
			108L-325 36000 lumens				
			108L-365 40000 lumens				
		4 Size 4	**162L-320** 40000 lumens				
			162L-365 [10] 44000 lumens				
			162L-405 48000 lumens				
			162L-445 52000 lumens				
			162L-485 55000 lumens				
			162L-545 [8] 60000 lumens				
			CLO Custom Lumen Output [1]				

Mounting		Color		Options		Network Control Options	
A	Arm mount for square pole/flat surface	**BLT**	Black Matte Textured	**F**	Fusing	**NXWS16F**	NX Networked Wireless Enabled Integral NXSMP2-LMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming [1,3,4]
A_	Arm mount for round pole [3]	**BLS**	Black Gloss Smooth	**E**	Battery Backup [1,2,7,8,9]	**NXWS40F**	NX Networked Wireless Enabled Integral NXSMP2-HMO PIR Occupancy Sensor with Automatic Dimming Photocell and Bluetooth Programming [1,3,4]
ASQU	Universal arm mount for square pole	**DBT**	Dark Bronze Matte Textured	**2PF**	Dual Power Feed	**NXW**	NX Networked Wireless Radio Module NXRM2 and Bluetooth Programming, without Sensor [3,4]
A_U	Universal arm mount for round pole [3]	**DBS**	Dark Bronze Gloss Smooth	**2DR**	Dual Driver	**WIR**	wiSCAPE® In-Fixture Module [3,4]
AAU	Adjustable arm for pole mounting (universal drill pattern)	**GTT**	Graphite Matte Textured	**TE**	Tooless Entry	**WIRSC**	wiSCAPE® Module and Occupancy Sensor [3,4]
AA_U	Adjustable arm mount for round pole [3]	**LGS**	Light Grey Gloss Smooth	**BC**	Backlight Control	**Stand Alone Sensors**	
ADU	Decorative upswept Arm (universal drill pattern)	**LGT**	Light Grey Gloss Textured	**TB**	Terminal Block	**BTS-14F**	Bluetooth® Programmable, BTSMP-LMO PIR Occupancy Sensor with Automatic Dimming Photocell and 360° Lens
AD_U	Decorative upswept arm mount for round pole [3]	**PSS**	Platinum Silver Smooth			**BTS-40F**	Bluetooth® Programmable, BTSMP-HMO PIR Occupancy Sensor with Automatic Dimming® Photocell and 360° Lens
MAF	Mast arm fitter for 2-3/8" OD horizontal arm	**WHT**	White Matte Textured			**BTSO-12F**	Bluetooth® Programmable, BTSMP-OMNI-O PIR Occupancy Sensor with Automatic Dimming Photocell and 360° Lens
K	Knuckle	**WHS**	White Gloss Smooth			**7PR**	7-Pin Receptacle [4]
T	Trunnion	**VGT**	Verde Green Textured			**7PR-SC**	7-Pin Receptacle with shorting cap [4]
WB	Wall Bracket, horizontal tenon with MAF	**Color Option**				**3PR**	3-Pin twist lock [4]
WM	Wall mount bracket with decorative upswept arm	**CC**	Custom Color			**3PR-SC**	3-Pin receptacle with shorting cap [4]
WA	Wall mount bracket with adjustable arm					**3PR-TL**	3-Pin PCR with photocontrol [4]
						Programmed Controls	
						ADD	AutoDim Timer Based Dimming [4]
						ADT	AutoDim Time of Day Dimming [4]
						Photocontrols	
						PC	Button Photocontrol [4,7]

1 – Items with a grey background can be done as a custom order. Contact brand representative for more information
2 – Battery temperature rating -20C to 55C
3 – Replace "_" with "3" for 3.5"-4.13" OD pole, "4" for 4.18"-5.25" OD pole, "5" for 5.5"-6.5" OD pole
4 – Networked Controls cannot be combined with other control options
5 – Not available with 2PF option
6 – Not available with 480V
7 – Not available with 347 or 480V
8 – Not available with Dual Driver option
9 – Only available in Size 1 housing, up to 105 Watts
10 – Some voltage restrictions may apply when combined with controls

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DATE: LOCATION:
TYPE: PROJECT:
CATALOG #:

VIPER Area/Site

VIPER LUMINAIRE

DELIVERED LUMENS

For delivered lumens, please see Lumens Data PDF on www.Currentlighting.com

PROJECTED LUMEN MAINTENANCE

Ambient Temp.	0	25,000	*TM-21-11 36,000	50,000	100,000	Calculated L_{70} (Hours)
25°C / 77°F	1.00	0.97	0.96	0.95	0.91	408,000
40°C / 104°F	0.99	0.96	0.95	0.94	0.89	356,000

LUMINAIRE AMBIENT TEMPERATURE FACTOR (LATF)

Ambient Temperature		Lumen Multiplier
0°C	32°F	1.03
10°C	50°F	1.01
20°C	68°F	1.00
25°C	77°F	1.00
30°C	86°F	0.99
40°C	104°F	0.98

Micro Strike Lumen Multiplier			
CCT	70 CRI	80 CRI	90 CRI
2700K	–	0.841	–
3000K	0.977	0.861	0.647
3500K	–	0.900	–
4000K	1	0.926	0.699
5000K	1	0.937	0.791
Monochromatic Amber Multiplier			
Amber	0.250		

Strike Lumen Multiplier			
CCT	70 CRI	80 CRI	90 CRI
2700K	0.9	0.81	0.62
3000K	0.933	0.853	0.659
3500K	0.959	0.894	0.711
4000K	1	0.9	0.732
5000K	1	0.9	0.732
Monochromatic Amber Multiplier			
Amber	0.255		

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DATE: | LOCATION:

TYPE: | PROJECT:

CATALOG #:

VIPER Area/Site

VIPER LUMINAIRE

ELECTRICAL DATA: MICRO STRIKE

# OF LEDS	160						
NOMINAL WATTAGE	35	50	75	100	115	135	160
SYSTEM POWER (W)	34.9	50.5	72.1	97.2	111.9	132.2	157.8
INPUT VOLTAGE (V)	CURRENT (Amps)						
120	0.29	0.42	0.63	0.83	0.96	1.13	1.33
208	0.17	0.24	0.36	0.48	0.55	0.65	0.77
240	0.15	0.21	0.31	0.42	0.48	0.56	0.67
277	0.13	0.18	0.27	0.36	0.42	0.49	0.58
347	0.10	0.14	0.22	0.29	0.33	0.39	0.46
480	0.07	0.10	0.16	0.21	0.24	0.28	0.33

# OF LEDS	320						
NOMINAL WATTAGE	145	170	185	210	235	255	315
SYSTEM POWER (W)	150	166.8	185.7	216.2	240.9	261.5	312
INPUT VOLTAGE (V)	CURRENT (Amps)						
120	1.21	1.42	1.54	1.75	1.96	2.13	2.63
208	0.70	0.82	0.89	1.01	1.13	1.23	1.51
240	0.60	0.71	0.77	0.88	0.98	1.06	1.31
277	0.52	0.61	0.67	0.76	0.85	0.92	1.14
347	0.42	0.49	0.53	0.61	0.68	0.73	0.91
480	0.30	0.35	0.39	0.44	0.49	0.53	0.66

# OF LEDS	480					
NOMINAL WATTAGE	285	320	340	390	425	470
SYSTEM POWER (W)	286.2	316.7	338.4	392.2	423.2	468
INPUT VOLTAGE (V)	CURRENT (Amps)					
120	2.38	2.67	2.83	3.25	3.54	3.92
208	1.37	1.54	1.63	1.88	2.04	2.26
240	1.19	1.33	1.42	1.63	1.77	1.96
277	1.03	1.16	1.23	1.41	1.53	1.70
347	0.82	0.92	0.98	1.12	1.22	1.35
480	0.59	0.67	0.71	0.81	0.89	0.98

# OF LEDS	720				
NOMINAL WATTAGE	435	475	515	565	600
SYSTEM POWER (W)	429.3	475	519.1	565.2	599.9
INPUT VOLTAGE (V)	CURRENT (Amps)				
120	3.63	3.96	4.29	4.71	5.00
208	2.09	2.28	2.48	2.72	2.88
240	1.81	1.98	2.15	2.35	2.50
277	1.57	1.71	1.86	2.04	2.17
347	1.25	1.37	1.48	1.63	1.73
480	0.91	0.99	1.07	1.18	1.25

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DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

VIPER Area/Site

VIPER LUMINAIRE

ELECTRICAL DATA: STRIKE

# OF LEDS	36				
NOMINAL WATTAGE	39	55	85	105	120
SYSTEM POWER (W)	39.6	56.8	83.6	108.2	120.9
INPUT VOLTAGE (V)	CURRENT (Amps)				
120	0.33	0.46	0.71	0.88	0.96
208	0.19	0.26	0.41	0.50	0.55
240	0.16	0.23	0.35	0.44	0.48
277	0.14	0.20	0.31	0.38	0.42
347	0.11	0.16	0.24	0.30	0.33
480	0.08	0.11	0.18	0.22	0.24

# OF LEDS	72				
NOMINAL WATTAGE	115	145	180	210	240
SYSTEM POWER (W)	113.7	143.2	179.4	210.2	241.7
INPUT VOLTAGE (V)	CURRENT (Amps)				
120	1.00	1.21	1.50	1.75	1.79
208	0.58	0.70	0.87	1.01	1.03
240	0.50	0.60	0.75	0.88	0.90
277	0.43	0.52	0.65	0.76	0.78
347	0.35	0.42	0.52	0.61	0.62
480	0.25	0.30	0.38	0.44	0.45

# OF LEDS	108				
NOMINAL WATTAGE	215	250	280	325	365
SYSTEM POWER (W)	214.8	250.8	278.3	324.7	362.6
INPUT VOLTAGE (V)	CURRENT (Amps)				
120	2.00	2.08	2.33	3.04	2.67
208	1.15	1.20	1.35	1.75	1.54
240	1.00	1.04	1.17	1.52	1.33
277	0.87	0.90	1.01	1.32	1.16
347	0.69	0.72	0.81	1.05	0.92
480	0.50	0.52	0.58	0.76	0.67

# OF LEDS		162				
NOMINAL WATTAGE	320	365	405	445	485	545
SYSTEM POWER (W)	322.1	362.6	403.6	445.1	487.1	543.9
INPUT VOLTAGE (V)		CURRENT (Amps)				
120	2.71	2.67	3.38	3.71	4.04	4.54
208	1.56	1.54	1.95	2.14	2.33	2.62
240	1.35	1.33	1.69	1.85	2.02	2.27
277	1.17	1.16	1.46	1.61	1.75	1.97
347	0.94	0.92	1.17	1.28	1.40	1.57
480	0.68	0.67	0.84	0.93	1.01	1.14

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DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

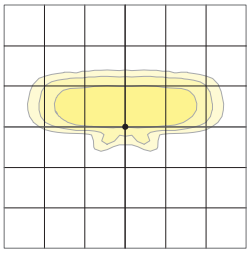
VIPER Area/Site

VIPER LUMINAIRE

MICRO STRIKE PHOTOMETRY

The following diagrams represent the general distribution options offered for this product. For detailed information on specific product configurations, see website photometric test reports.

Type 2



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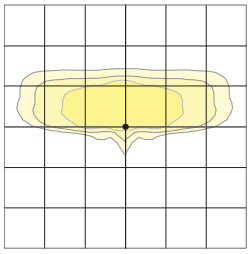

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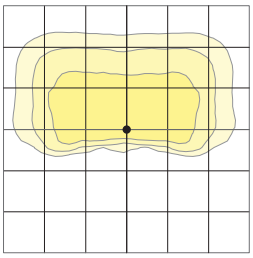

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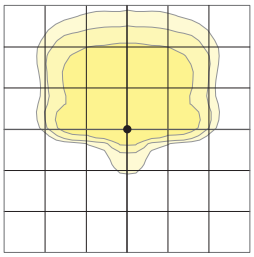
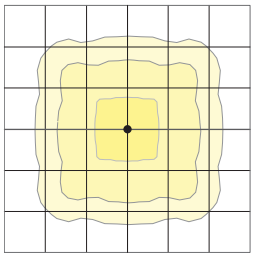


Type 5QW



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DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

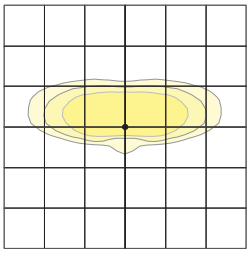
VIPER Area/Site

VIPER LUMINAIRE

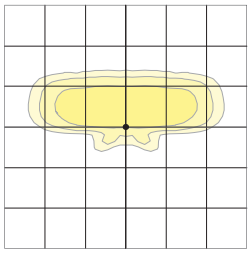
OPTIC STRIKE PHOTOMETRY

The following diagrams represent the general distribution options offered for this product. For detailed information on specific product configurations, see website photometric test reports.

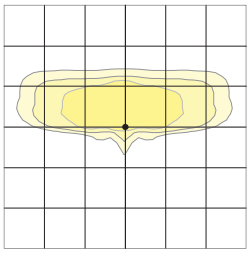
Type FR – Front Row/Auto Optic



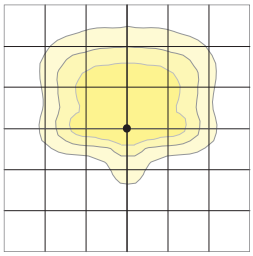
Type 2



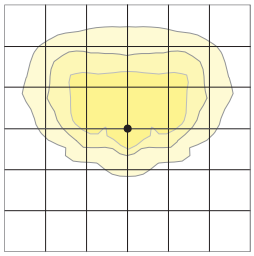
Type 3



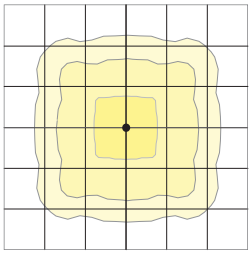
Type 4 Forward



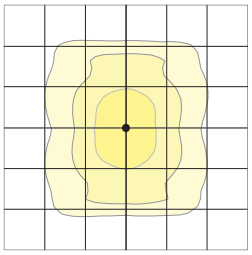
Type 4 Wide



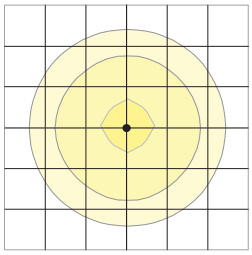
Type 5QM



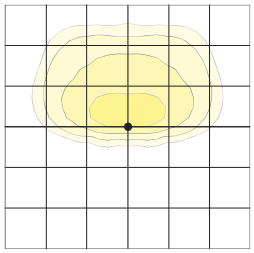
Type 5R (rectangular)



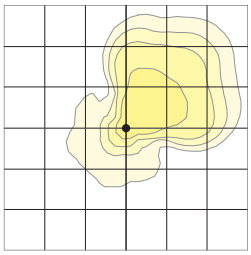
Type 5W (round wide)



Type TC



Type Corner



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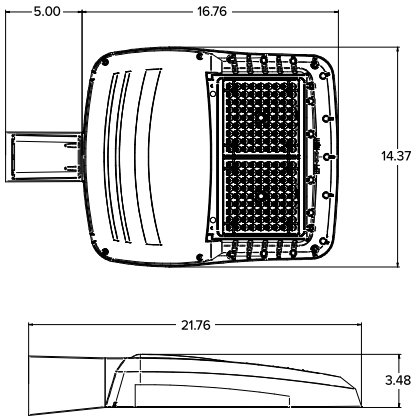
VIPER Area/Site

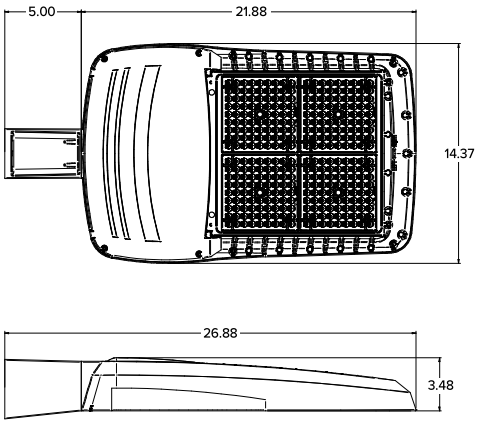
VIPER LUMINAIRE

DIMENSIONS

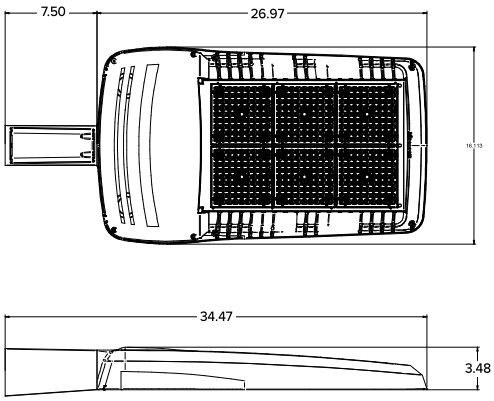
SIZE 1



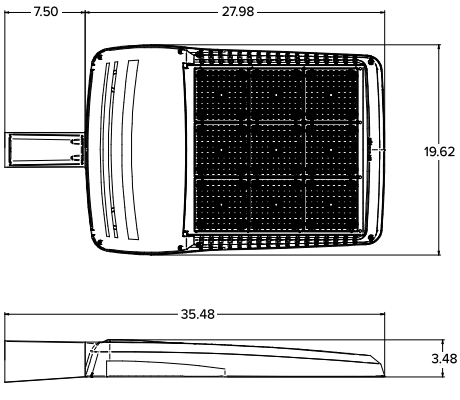
SIZE 2



SIZE 3



SIZE 4



	EPA				
	VP1 (Size 1)	VP2 (Size 2)	VP3 (Size 3)	VP4 (Size 4)	Config.
Single Fixture	0.454	0.555	0.655	0.698	
Two at 180	0.908	1.110	1.310	1.396	
Two at 90	0.583	0.711	0.857	0.948	
Three at 90	1.037	1.266	1.512	1.646	
Three at 120	0.943	1.155	1.392	1.680	
Four at 90	1.166	1.422	1.714	1.896	

	Weight	
	lbs	kgs
VP1 (Size 1)	13.7	6.2
VP2 (Size 2)	16.0	7.26
VP3 (Size 3)	25.9	11.7
VP4 (Size 4)	30.8	13.9

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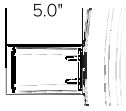
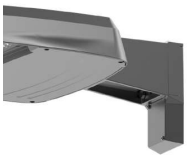
VIPER LUMINAIRE

MOUNTING

A–STRAIGHT ARM MOUNT

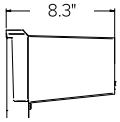
Fixture ships with integral arm for ease of installation. Compatible with Current Outdoor B3 drill pattern for ease of installation on square poles. For round poles add applicable suffix (2/3/4/5)

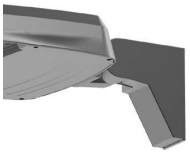




ASQU–UNIVERSAL ARM MOUNT

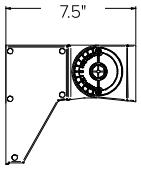
Universal mounting block for ease of installation. Compatible with drill patterns from 2.5" to 4.5" and Current drill pattern S2. For round poles add applicable suffix (2/3/4/5)

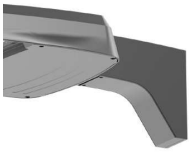




AAU–ADJUSTABLE ARM FOR POLE MOUNTING

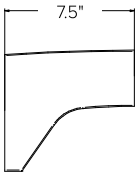
Rotatable arm mounts directly to pole. Compatible with drill patterns from 2.5" to 4.5" and Current drill pattern S2 and B3. For round poles add applicable suffix (2/3/4/5). Rotatable in 15° aiming angle increments. Micro Strike configurations have a 45° aiming limitation.
Strike configurations have a 30° aiming limitation.

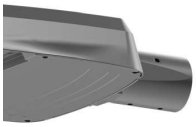




ADU–DECORATIVE UPSWEPT ARM

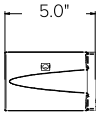
Upswept Arm compatible with drill patterns from 2.5" to 4.5" and Current drill pattern S2. For round poles add applicable suffix (2/3/4/5).

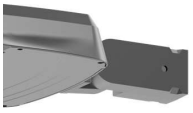




MAF–MAST ARM FITTER

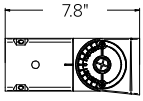
Fits 2-3/8" OD horizontal tenons.

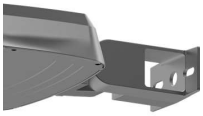




K–KNUCKLE

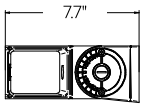
Knuckle mount 15° aiming angle increments for precise aiming and control, fits 2-3/8" tenons or pipes. Micro Strike configurations have a 45° aiming limitation. Strike configurations have a 30° aiming limitation.





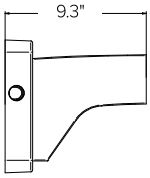
T–TRUNNION

Trunnion for surface and crossarm mounting using (1) 3/4" or (2) 1/2" size through bolts. Micro Strike configurations have a 45° aiming limitation. Strike configurations have a 30° aiming limitation.



WM–WALL MOUNT

Compatible with universal arm mount, adjustable arm mount, and decorative arm mount. The WA option uses the same wall bracket but replaces the decorative arm with an adjustable arm.



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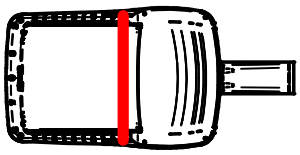
ADDITIONAL INFORMATION (CONTINUED)

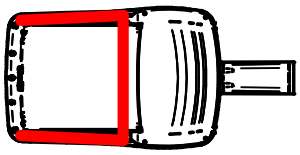
HOUSE SIDE SHIELD FIELD INSTALL ACCESSORIES

HSS has a depth of 5" for all Viper sizes
Not to be used with Occupancy Sensors as the shield may block the light to the sensor.

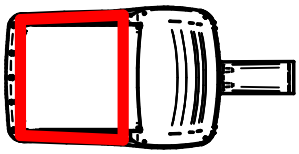
VPR2x HSS-90-B-xx



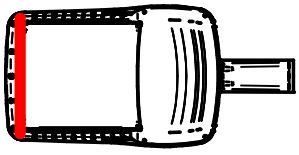
VPR2x HSS-270-BSS-xx



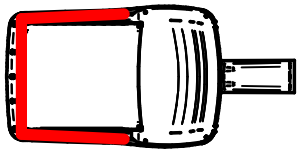
VPR2x HSS-360-xx



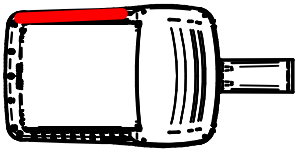
VPR2x HSS-90-F-xx



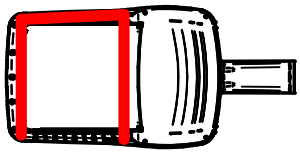
VPR2x HSS-270-FSS-xx



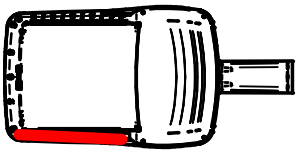
VPR2x HSS-90-S-xx



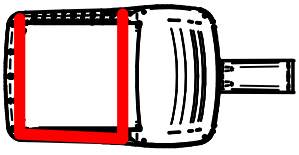
VPR2x HSS-270-FSB-xx



VPR2x HSS-90-S-xx



VPR2x HSS-270-FSB-xx



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ADDITIONAL INFORMATION (CONTINUED)

PROGRAMMED CONTROLS

ADD-AutoDim Timer Based Options

- Light delay options from 1-9 hours after the light is turned on to dim the light by 10-100%. To return the luminaire to its original light level there are dim return options from 1-9 hours after the light has been dimmed previously.

EX: ADD-6-5-R6

ADD Control Options	Configurations Choices	Example Choice Picked
Auto-Dim Options	1-9 Hours	6 - Delay 6 hours
Auto-Dim Brightness	10-100% Brightness	5 - Dim to 50% brightness
Auto-Dim Return	Delay 0-9 Hours	R6 - Return to full output after 6 hours

ADT-AutoDim Time of Day Based Option

- Light delay options from 1AM-9PM after the light is turned on to dim the light by 10-100%. To return the luminaire to its original light level there are dim return options from 1AM-9PM after the light has been dimmed previously.

EX: ADT-6-5-R6

ADD Control Options	Configurations Choices	Example Choice Picked
Auto-Dim Options	12-3 AM and 6-11 PM	6 - Dim at 6PM
Auto-Dim Brightness	10-100% Brightness	5 - Dim to 50%
Auto-Dim Return	12-6 AM and 9-11P	R6 - Return to full output at 6AM

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ADDITIONAL INFORMATION (CONTINUED)

PROGRAMMED CONTROLS

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Auto-Dim Options	12-3 AM and 6-11 PM	6 - Dim at 6PM
Auto-Dim Brightness	10-100% Brightness	5 - Dim to 50%
Auto-Dim Return	12-6 AM and 9-11P	R6 - Return to full output at 6AM

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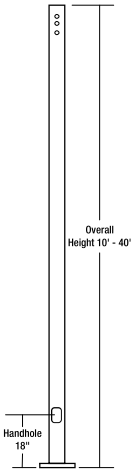
SSS-B Series Poles

SQUARE STRAIGHT STEEL



APPLICATIONS

- Lighting installations for side and top mounting of luminaires with effective projected area (EPA) not exceeding maximum allowable loading of the specified pole in its installed geographic location

CONSTRUCTION

- SHAFT: One-piece straight steel with square cross section, flat sides and minimum 0.23" radius on all corners; Minimum yield of 46,000 psi (ASTM-A500, Grade B); Longitudinal weld seam to appear flush with shaft side wall; Steel base plate with axial bolt circle slots welded flush to pole shaft having minimum yield of 36,000 psi (ASTM A36)
- BASE COVER: Two-piece square aluminum base cover included standard
- POLE CAP: Pole shaft supplied with removable cover when applicable; Tenon and post-top configurations also available
- HAND HOLE: Rectangular 3x5 steel hand hole frame (2.38" x 4.38" opening); Mounting provisions for grounding lug located behind gasketed cover
- ANCHOR BOLTS: Four galvanized anchor bolts provided per pole with minimum yield of 55,000 psi (ASTM F1554). Galvanized hardware with two washers and two nuts per bolt for leveling

  Anchor bolt part numbers: 3/4 x 30 x 3 — TAB-30-M38

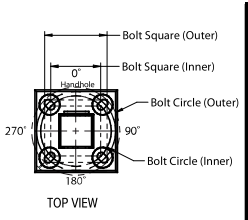
  1 x 36 x 4 — TAB-36-M38

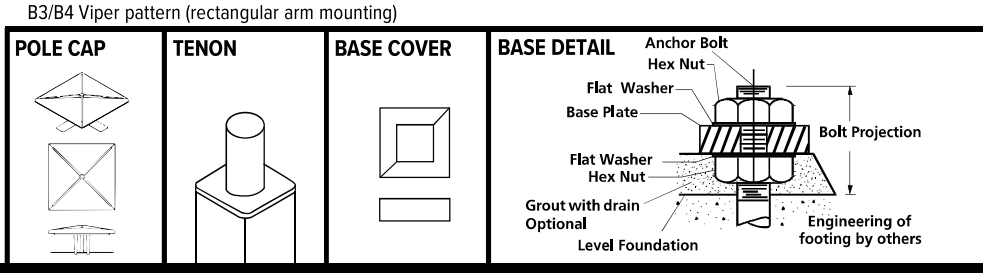
FINISH

- Durable thermoset polyester powder coat paint finish with nominal 3.0 mil thickness
- Powder paint prime applied over "white metal" steel substrate cleaned via mechanical shot blast method
- Decorative finish coat available in multiple standard colors; Custom colors available; RAL number preferable

WAREHOUSE 'STOCKED' POLES:

- SSSH20-40A-4-HV-DB-RDC, SSSH25-40A-4-HV-DB-RDC and SSSH30-50B-4-HV-DB-RDC
- The HV designation in the above catalog numbers is a combination drill pattern of the Current S2 pattern and the Beacon B3/B4 Viper pattern (rectangular arm mounting)





ORDERING INFORMATION

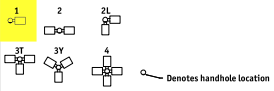
ORDERING EXAMPLE:

Reference page 2 for available configurations

SSS -B - 25 - 40 - A/B/C - 2L - B3 - BLT - UL

SERIES	HEIGHT	SHAFT	THICKNESS	MOUNTING	FINISH	OPTIONS
SSS-B Square Straight Steel Pole Beacon	Reference page 2 Ordering matrix **25**	Reference page 2 Ordering matrix **40**	Reference page 2 Ordering matrix **A**	**1** Single arm mount **2** Two fixtures at 180° **2L** Two fixtures at 90° **3T** Three fixtures at 90° **4** Four fixtures at 90° **TA** Tenon (2.38" OD x 4" Tall) **TB** Tenon (2.88" OD x 4" Tall) **TC** Tenon (3.5" OD x 6" Tall) **TR**[1] Removable Tenon (2.375 x 4.25) **OT** Open Top (includes pole cap)	**BLT** Black Matte Textured **BLS** Black Gloss Smooth **DBT** Dark Bronze Matte Textured **DBS** Dark Bronze Gloss Smooth **GTT** Graphite Matte Textured **LGS** Light Grey Gloss Smooth **PSS** Platinum Silver Smooth **WHT** White Matte Textured **WHS** White Gloss Smooth **VGT** Verde Green Textured **Color Option** **CC** Custom Color	**GFI**[2] 20 Amp GFCI Receptacle and Cover **EHH**[2] Extra Handhole **C05**[2] .5" Coupling **C07**[2] .75" Coupling **C20**[2] 2" Coupling **MPB**[2] Mid-pole Luminaire Bracket **VM2** 2nd mode vibration damper **LAB** Less Anchor Bolts **UL** UL Certified

MOUNTING ORIENTATION



1 Removable tenon used in conjunction with side arm mounting. First specify desired arm configuration followed by the **"TR"** notation. Example: **SSS-B-25-40-A-1-B1-TR-BBT**

2 Specify option location using logic found on page 2 **(Option Orientation)**

3 VM1 recommended on poles 20' and taller with EPA of less than 1.

DRILL PATTERN

B1 Cruzer, "AM" arm

B3 2 bolt (2-½" spacing), Viper "A" arm

S2 2 bolt (3-½" spacing), Viper "AD" arm

ACCESSORIES - Order Separately

Catalog Number	Description
VM1[3]	1st mode vibration damper
VM2SXX	2nd mode vibration damper

BEACON design . performance . technology

SSS-B Series Poles

SQUARE STRAIGHT STEEL

DATE: LOCATION:

TYPE: PROJECT:

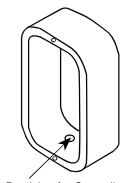
CATALOG #:

ORDERING INFORMATION Cont.

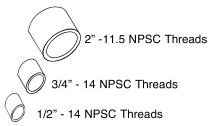
Catalog Number	Height		Nominal Shaft Dimensions	Wall Thick-ness	Bolt Circle (suggested)	Bolt Circle (range)	Bolt Square (range)	Base Plate Square	Anchor bolt size	Bolt Projection	Pole weight
	Feet	Meters									
SSS-B-10-40-A-XX-XX	10	3.0	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	77
SSS-B-12-40-A-XX-XX	12	3.7	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	90
SSS-B-14-40-A-XX-XX	14	4.3	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	103
SSS-B-16-40-A-XX-XX	16	4.9	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	116
SSS-B-18-40-A-XX-XX	18	5.5	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	129
SSS-B-20-40-A-XX-XX	20	6.1	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	142
SSS-B-25-40-A-XX-XX	25	7.6	4" square	0.125"	9"	8" - 10"	5.66" - 7.07"	9"	3/4" x 30" x 3"	3.5	175
SSS-B-14-40-B-XX-XX	14	4.3	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	152
SSS-B-16-40-B-XX-XX	16	4.9	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	171
SSS-B-18-40-B-XX-XX	18	5.5	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	190
SSS-B-20-40-B-XX-XX	20	6.1	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	209
SSS-B-25-40-B-XX-XX	25	7.6	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	257
SSS-B-30-40-B-XX-XX	30	9.1	4" square	.188"	11"	10" - 12"	7.07" - 8.48"	10.50"	3/4" x 30" x 3"	3.5	304
SSS-B-16-50-B-XX-XX	16	4.9	5" square	.188"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	219
SSS-B-18-50-B-XX-XX	18	5.5	5" square	.188"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	243
SSS-B-20-50-B-XX-XX	20	6.1	5" square	.188"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	267
SSS-B-25-50-B-XX-XX	25	7.6	5" square	.188"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	327
SSS-B-30-50-B-XX-XX	30	9.1	5" square	.188"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	387
SSS-B-25-50-C-XX-XX	25	7.6	5" square	.25"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	427
SSS-B-30-50-C-XX-XX	30	9.1	5" square	.25"	11"	10.25" - 13.25"	7.25" - 9.37"	11.50"	1" x 36" x 4"	4.5	507
SSS-B-20-60-B-XX-XX	20	6.1	6" square	.188"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1" x 36" x 6"	4.5	329
SSS-B-25-60-B-XX-XX	25	7.6	6" square	.188"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1" x 36" x 6"	4.5	404
SSS-B-30-60-B-XX-XX	30	9.1	6" square	.188"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1" x 36" x 6"	4.5	479
SSS-B-35-60-B-XX-XX	35	10.7	6" square	.188"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1" x 36" x 6"	4.5	554
SSS-B-40-60-B-XX-XX	40	12.2	6" square	.188"	12"	11.00" - 13.25"	7.81" - 9.37"	12.25"	1" x 36" x 6"	4.5	629

NOTE Factory supplied template must be used when setting anchor bolts. Beacon Products will deny any claim for incorrect anchorage placement resulting from failure to use factory supplied template and anchor bolts.

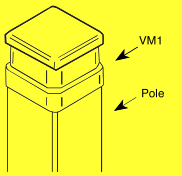
EHH - EXTRA HANDHOLE



C05 - C07 - C20 - COUPLING



VM1 - VIBRATION DAMPER 1ST MODE



Field Installed Pole Top damper designed to reduce pole top deflection or sway. VM1 is recommended for pole systems 25' and taller with a total EPA of 1.0 or less.

VM2 - VIBRATION DAMPER 2ND MODE

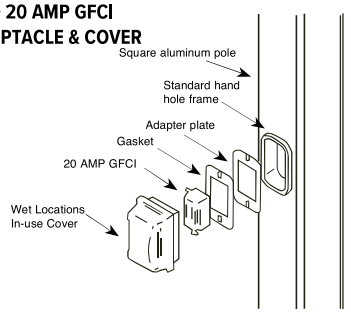
Factory installed, internal damper designed to alter pole resonance to reduce movement and material fatigue caused by 2nd mode vibration.

VM2SXX - VIBRATION DAMPER 2ND MODE

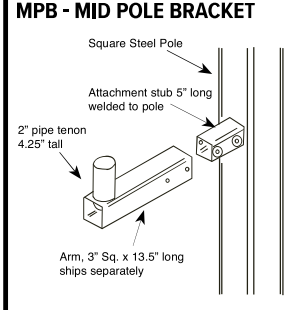
VM2S08 – 8'
VM2S12 – 12'
VM2S16 – 16'
VM2S20 – 20'
VM2S24 – 24'

Field installed, internal damper designed to alter pole resonance to reduce movement and material fatigue caused by 2nd mode vibration.

GFI – 20 AMP GFCI RECEPTACLE & COVER

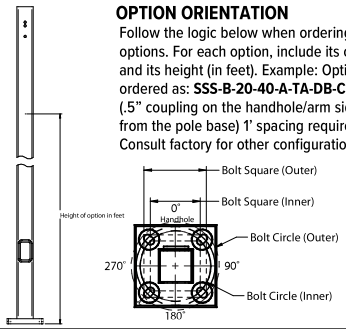


MPB - MID POLE BRACKET



OPTION ORIENTATION

Follow the logic below when ordering location specific options. For each option, include its orientation (in degrees) and its height (in feet). Example: Option C07 should be ordered as: **SSS-B-20-40-A-TA-DB-C05-0-15** (.5" coupling on the handhole/arm side of pole, 15 feet up from the pole base) 1' spacing required between option. Consult factory for other configurations.



For more information about pole vibration and vibration dampers, please consult our website.
Due to our continued efforts to improve our products, product specifications are subject to change without notice.

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SSS-B Series Poles

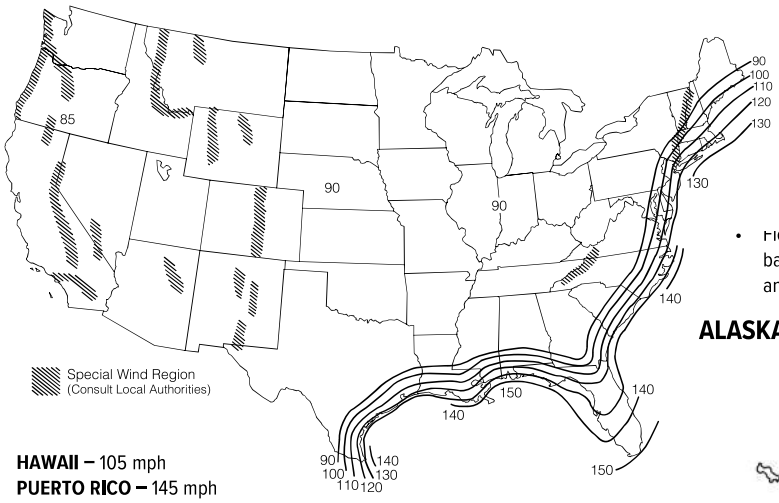
SQUARE STRAIGHT STEEL

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

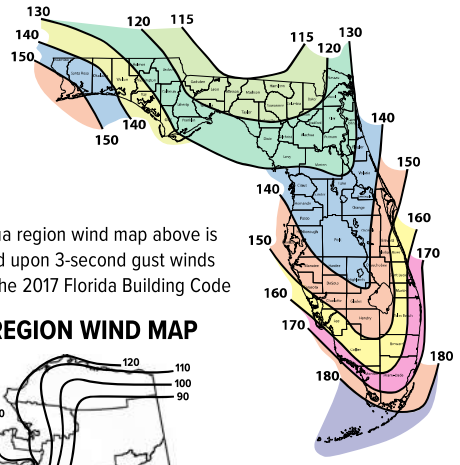
ASCE7-05 WIND MAP



HAWAII – 105 mph

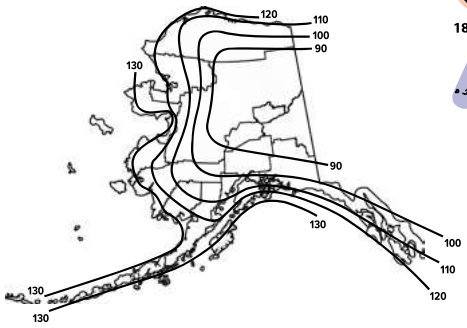
PUERTO RICO – 145 mph

FLORIDA REGION WIND MAP



- Florida region wind map above is based upon 3-second gust winds and the 2017 Florida Building Code

ALASKA REGION WIND MAP



ASCE 7-05 wind map EPA Load Rating - 3 second gust wind speeds (Use for all locations except Florida)

Catalog Number	85	90	100	105	110	120	130	140	145	150
SSS-B-10-40-A	25.0	25.0	25.0	22.8	20.6	17.0	14.2	11.9	11.0	10.1
SSS-B-12-40-A	25.0	25.0	20.0	18.0	16.1	13.2	10.8	8.9	8.1	7.4
SSS-B-14-40-A	23.1	20.4	16.1	14.3	12.8	10.2	8.2	6.6	5.9	5.3
SSS-B-16-40-A	19.0	16.7	13.0	11.5	10.1	7.9	6.2	4.7	4.1	3.6
SSS-B-18-40-A	15.6	13.6	10.0	9.0	7.8	5.9	4.4	3.1	2.6	2.1
SSS-B-20-40-A	12.7	10.9	7.9	6.9	5.9	4.2	2.8	1.7	1.3	0.9
SSS-B-25-40-A	7.3	5.9	3.8	2.9	2.1	0.8	NR	NR	NR	NR
SSS-B-14-40-B	25.0	25.0	23.3	20.8	18.6	15.1	12.3	10.2	9.2	8.4
SSS-B-16-40-B	25.0	24.9	19.4	17.3	15.4	12.3	9.9	8.0	7.2	6.4
SSS-B-18-40-B	24.0	20.8	16.1	14.2	12.5	9.8	7.7	6.1	5.3	4.7
SSS-B-20-40-B	20.2	17.5	13.2	11.6	10.1	7.7	5.9	4.4	3.8	3.2
SSS-B-25-40-B	12.8	11.0	7.9	6.7	5.5	3.7	2.3	1.2	0.7	NR
SSS-B-30-40-B	8.0	6.6	4.1	3.1	2.2	0.8	NR	NR	NR	NR
SSS-B-16-50-B	25.0	25.0	25.0	25.0	24.8	20.1	16.5	13.6	12.3	11.2
SSS-B-18-50-B	25.0	25.0	25.0	22.9	20.4	16.4	13.2	10.7	9.6	8.6
SSS-B-20-50-B	25.0	25.0	21.3	18.9	16.7	13.2	10.4	8.1	7.2	6.3
SSS-B-25-50-B	20.7	17.8	13.3	11.5	9.8	7.2	5.0	3.3	2.6	1.9
SSS-B-30-50-B	13.5	11.3	7.7	6.2	4.9	2.8	1.1	NR	NR	NR
SSS-B-25-50-C	25.0	25.0	19.4	17.1	15.1	11.7	9.0	6.9	6.0	5.1
SSS-B-30-50-C	20.1	17.3	12.7	10.9	9.3	6.6	4.5	2.8	2.1	1.4
SSS-B-20-60-B	25.0	25.0	25.0	25.0	25.0	20.2	16.1	12.9	11.5	10.3
SSS-B-25-60-B	25.0	25.0	20.6	18.0	15.6	11.8	8.7	6.2	5.2	4.2
SSS-B-30-60-B	21.4	18.1	12.9	10.7	8.8	5.7	3.3	1.3	NR	NR
SSS-B-35-60-B	14.0	11.3	6.9	5.2	3.6	1.0	NR	NR	NR	NR
SSS-B-40-60-B	8.1	5.8	2.2	nr	NR	NR	NR	NR	NR	NR

Florida Building Code 2017 EPA Load Rating - 3 second gust wind speeds (Use for Florida only)

Catalog Number	115	120	130	140	150	160	170	180
SSS-B-10-40-A	25.0	25.0	25.0	25.0	21.4	18.4	15.9	13.9
SSS-B-12-40-A	25.0	25.0	23.6	19.8	16.7	14.2	12.1	10.4
SSS-B-14-40-A	25.0	23.1	19.0	15.7	13.1	10.9	9.1	7.6
SSS-B-16-40-A	20.8	18.7	15.2	12.3	10.1	8.2	6.7	5.4
SSS-B-18-40-A	16.8	15.0	11.9	9.4	7.5	5.9	4.5	3.4
SSS-B-20-40-A	13.6	11.9	9.2	7.1	5.3	3.9	2.7	1.7
SSS-B-25-40-A	7.4	6.2	4.1	2.5	1.1	NR	NR	NR
SSS-B-14-40-B	25.0	23.6	19.4	16.1	13.4	11.2	9.4	7.8
SSS-B-16-40-B	21.4	19.2	15.6	12.7	10.4	8.5	6.9	5.6
SSS-B-18-40-B	17.2	15.4	12.2	9.7	7.7	6.1	4.7	3.6
SSS-B-20-40-B	13.9	12.3	9.5	7.3	5.5	4.1	2.9	1.9
SSS-B-25-40-B	7.7	6.4	4.3	2.6	1.3	NR	NR	NR
SSS-B-30-40-B	3.2	2.1	NR	NR	NR	NR	NR	NR
SSS-B-16-50-B	25.0	25.0	25.0	25.0	25.0	21.4	18.2	15.5
SSS-B-18-50-B	25.0	25.0	25.0	24.4	20.4	17.0	14.2	11.9
SSS-B-20-50-B	25.0	25.0	24.4	19.9	16.3	13.4	11.0	8.9
SSS-B-25-50-B	21.8	19.3	15.0	11.5	8.8	6.5	4.7	3.1
SSS-B-30-50-B	13.7	11.7	8.2	5.5	3.3	1.5	NR	NR
SSS-B-25-50-C	21.8	19.3	15.0	11.5	8.8	6.5	4.7	3.1
SSS-B-30-50-C	13.7	11.7	8.2	5.5	3.3	1.5	NR	NR
SSS-B-20-60-B	25.0	25.0	25.0	21.9	17.8	14.5	11.7	9.4
SSS-B-25-60-B	23.8	20.9	16.1	12.3	9.2	6.6	4.5	2.8
SSS-B-30-60-B	14.6	12.3	8.4	5.3	2.8	0.8	NR	NR
SSS-B-35-60-B	7.5	5.6	2.4	NR	NR	NR	NR	NR
SSS-B-40-60-B	1.8	NR	NR	NR	NR	NR	NR	NR

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SSS-B Series Poles

SQUARE STRAIGHT STEEL

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

NOTES

Wind-speed Website disclaimer:
Current has no connection to the linked website and makes no representations as to its accuracy. While the information presented on this third-party website provides a useful starting point for analyzing wind conditions, Current has not verified any of the information on this third party website and assumes no responsibility or liability for its accuracy. The material presented in the windspeed website should not be used or relied upon for any specific application without competent examination and verification of its accuracy, suitability and applicability by engineers or other licensed professionals. Current does not intend that the use of this information replace the sound judgment of such competent professionals, having experience and knowledge in the field of practice, nor to substitute for the standard of care required of such professionals in interpreting and applying the results of the windspeed report provided by this website. Users of the information from this third party website assume all liability arising from such use. Use of the output of these referenced websites do not imply approval by the governing building code bodies responsible for building code approval and interpretation for the building site described by latitude/longitude location in the windspeed report. http://windspeed.atcouncil.org

NOTES

- Allowable EPA, to determine max pole loading weight, multiply allowable EPA by 30 lbs.
- The tables for allowable pole EPA are based on the ASCE 7-05 Wind Map or the Florida Region Wind Map for the 2010 Florida Building Code. The Wind Maps are intended only as a general guide and cannot be used in conjunction with other maps. Always consult local authorities to determine maximum wind velocities, gusting and unique wind conditions for each specific application
- Allowable pole EPA for jobsite wind conditions must be equal to or greater than the total EPA for fixtures, arms, and accessories to be assembled to the pole. Responsibility lies with the specifier for correct pole selection. Installation of poles without luminaires or attachment of any unauthorized accessories to poles is discouraged and shall void the manufacturer's warranty
- Wind speeds and listed EPAs are for ground mounted installations. Poles mounted on structures (such as bridges and buildings) must consider vibration and coefficient of height factors beyond this general guide; Consult local and federal standards
- Wind Induced Vibration brought on by steady, unidirectional winds and other unpredictable aerodynamic forces are not included in wind velocity ratings.
- Extreme Wind Events like, Hurricanes, Typhoons, Cyclones, or Tornadoes may expose poles to flying debris, wind shear or other detrimental effects not included in wind velocity ratings

Due to our continued efforts to improve our products, product specifications are subject to change without notice.

prescolite

LTR-3RD

LITEISTRY 3" ROUND DOWNLIGHT

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

LITEISTRY

FEATURES

- 3" architectural LED downlight delivering 600–2000 lm
- Five beam distributions from 0.3 to 1.1 Spacing Criteria
- Quiet reflector appearance with 50° optical cutoff
- 2700K–5000K, 80+ and 90+ CRI options
- Available for New Construction (non-IC), IC and Chicago Plenum applications
- Variety of dimming protocol options including 0-10V, DALI, DMX, Lutron Forward Phase and EcoSystem
- NX Lighting Controls wired and wireless controls capability available

WET LOCATION · C SP US · ENERGY STAR · BUY AMERICAN SOLUTIONS See Certification Specifications

SERVICE PROGRAMS

STOCK QS

CONTROL TECHNOLOGY

NX LIGHTING CONTROLS

SPECIFICATIONS

CONSTRUCTION

- Standard Non-IC. Chicago Plenum and IC options
- Painted black durable steel platform with pre-installed bar hangers
- Pre-wired junction box with snap-on covers for easy access
- Snap-in connection from driver compartment allows easy installation
- Light Engine connections use plenum rated (CMP) cable

OPTICS

- Visually pleasing 50° cutoff to source and source image
- Optical grade silicone lens integral to light engine
- The light distribution is free of distracting bright spots or pixelation and the perimeter has a smooth transition
- High purity spun aluminum reflector, self-flanged
- Flush mount flange option with mud-in ring available
- Large selection of anodized finishes and colors
- Painted cones and flange options available

ELECTRICAL

- Chip-on-board LED with 2 SDCM
- Multiple CCTs, 80+ or 90+ CRI
- Long LED life: L90 at >55,000 hours (TM-21)
- Universal voltage 120V–277V driver, 347V optional
- UL Class 2, inherent short circuit and overload protection
- Flicker free 0-10V dimming with 1% or <1% performance
- DALI, DMX, and Lutron Forward Phase and EcoSystem options
- NX or Lutron Vive control options available
- Refer to additional spec sheets for information on SpectraSync™ Tunable White or Dim-to-Warm solutions

INSTALLATION

- Accommodates ceiling thickness up to 2"
- Universal adjustable mounting brackets also accept 0.5" EMT conduit or 1.5" or 0.75" lathing channel (by others) or Prescolite accessory bar hangers (B24 or B6)
- Light Engine serviceable above or below ceiling. Top access required for driver, Controls, EMR, GTD, or DTS component replacement

CERTIFICATIONS

- cCSAus certified to UL 1598
- Suitable for wet locations, covered ceiling. EMR: Suitable for damp locations.
- EMR: Certified under UL 924 standard for emergency lighting and power equipment
- Approved for 8 (4 in/4 out) No. 12AWG conductors rated for 90° through wiring
- ENERGY STAR® certified models available (For list and additional information, visit www.energystar.gov)
- This product qualifies as a "designated country construction material" per FAR 52.225-11 Buy American-Construction. Materials under Trade Agreements effective 6/6/2020.

WARRANTY

- 5 year warranty

KEY DATA	
Lumen Range	600-2000
Wattage Range	8-25
Efficacy Range (LPW)	77-84*
Reported Life (Hours)	L90 / >55,000
Input Current (mA)	67-208 (120V)

*Based on Specular, 35K, 80 CRI

prescolite

LTR-3RD

LITEISTRY 3" ROUND DOWNLIGHT

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

= Service Program STOCK QS

ORDERING GUIDE

Example: LTR–3RD–H–SL10L–DM1–LTR–3RD–T–SL35K8MD–S

CATALOG #

HOUSING

LTR-3RD-H –

Aperture/Shape/Function		Lumen Package		Lumen Output		Driver Options		Control Options		Voltage		Housing Options	
LTR-3RD-H	3" Round Downlight New Construction Housing	**SL**	Standard Lumen	**06L**	600	**DM1**	0-10V Dimming to 1%	**NXE**	NX Wired Dual RJ45 SmartPORTS, without Sensor [3]	*Standard 120-277V*		**CP**	Chicago Plenum [7,9]
				10L	1000	**DM01**	0-10V Dimming to < 1%			**34**	347V [6]	**IC**	IC rated [8,9]
		ML	Medium Lumen	**15L**	1500	**DMX**	DMX with RDM dimming to < 0.1%	**NXW**	NX Networked Wireless Radio Module NXRM2 and Bluetooth Programming, without Sensor [3]			**EMR**	Emergency Battery Pack with remote test switch and indicator light [9]
				20L	2000	**DALI**	DALI Dimming to 1%					**DTS**	Device Transfer Switch with Dimming Bypass [9,10]
						2DM	Lutron Hi-Lume 2-wire Dimming to 1% (120V Forward Phase only) [2]	**LV**	Lutron Vive Enabled, 0-10V (requires DM1 driver)			**GTD**	Generator Transfer Device [9]
						EDM	Lutron Hi-Lume EcoSystem Dimming to 1% [2]	**LVE**	Lutron Vive Enabled, EcoSystem, (requires EDM)			**F**	Fuse [9]

TRIM

LTR-3RD-T –

Aperture/Shape/Function		Lumen Package		CCT		CRI		Distribution	
LTR-3RD-T	3" Round Downlight Light Engine/Trim Assembly	**SL**	Standard Lumen	**27K**	2700K	**8**	80+CRI	**VNR**	Very Narrow (0.3 SC/20°) [12]
		ML	Medium Lumen	**30K**	3000K	**9**	90+CRI	**NR**	Narrow (0.4 SC/29°)
				35K	3500K			**MD**	Medium (0.7 SC/53°)
				40K	4000K			**WD**	Wide (0.9 SC/59°)
				50K	5000K [1]			**XW**	Extra Wide (1.1 SC/66°)

TRIM CONTINUED

Reflector Finish		Reflector Color		Flange Color Options		Reflector Options	
Finish not applicable with painted reflectors (WC or BC)		*Standard Clear*		*Standard matches reflector color*		**AM**	Antimicrobial Coating [5]
S	Specular	**CG**	Champagne Gold	**WT**	White Flange [4]		
SS	Semi-Specular	**BL**	Black	**BT**	Black Flange [4]		
MFC	American Matte™	**LW**	Light Wheat				
VS	Softglow®	**PW**	Pewter				
VSS	SoftSheen™	**WC**	Painted White Cone and Flange				
		BC	Painted Black Cone and Flange				

Accessories		
☐	**B24**	Set of two (2) 24" bar hangers for T-bar ceilings
☐	**B6**	Set of two bar hangers for ceiling joist up to 24" centers
☐	**FMR3-R**	Flush Mount Mud-In Ring, 3" Round
☐	**LiteGear**	LiteGear® Inverter, 125VA–250VA
☐	**LPS Series**	LightPower Micro-Inverter, 20VA–55VA
☐	**MOR3-R-WH**	Metal Oversized Ring, 3" Round, White (6.75" outside diameter)
☐	**MOR3-R-BL**	Metal Oversized Ring, 3" Round, Black (6.75" outside diameter)
☐	**LTR-SCA3-__**	Sloped Ceiling Adapter, 3", White [11]

Notes:
1 5000K available in 80+ CRI only.
2 2DM, EDM available in 10L-20L.
3 NX requires DM1 driver option.
4 WT not needed for WC, BT not needed for BC.
5 AM available with WC or Specular Clear (S or SWT). Consult factory for other colors.
6 347V requires DM1 driver option; not available with Controls, F, DTS, GTD, EMR.
7 CP available up to 15L; not available with DMX, Controls, or EMR options.
8 IC available up to 15L; not available with Controls options.
9 Housing options (except Fuse) not available in combination.
10 DTS available with DM1, DM01, or DALI.
11 Specify slope angle 5°-35° in 5° increments. Not available with FMR accessory.
12 VNR available up to 15L.

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LTR-3RD

LITEISTRY 3" ROUND DOWNLIGHT

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

CONTROLS

NX Lighting Controls:
Supports applications in a variety of deployment options. Integrates with and enables a wide array of luminaires including those with SpectraSync™ Color Tuning Technology.

NX LIGHTING CONTROLS

NX INTEGRATED CONTROLS REFERENCE								
NX Option	Sensor	Networkable	Scheduling	Occupancy	Daylight Harvesting	0–10V Dimming	On/off Control	Bluetooth® App Programming
NX Networked – Wired								
NXE	N/A	Yes	Yes	No	No	Yes	Yes	Requires NXBTC [1]
NX Networked – Wireless								
NXW[2]	N/A	Yes	Yes	No	No	Yes	Yes	Yes

1 NXBTC needs to be plugged into an available NX SmartPort™ on the fixture network
2 Programming via App requires factory assistance

PERFORMANCE DATA TABLE

Performance data provided below is for 3500K, 80 CRI with Specular Clear reflector finish/color

Lumen Package	Nominal Lumens	Distribution	Delivered Lumens	Watts	LPW
06L	600	Very Narrow	689	8.0	87
		Narrow	744	7.8	95
		Medium	641	7.8	82
		Wide	663	7.8	85
		Extra Wide	636	7.8	82
10L	1000	Very Narrow	1099	12.6	87
		Narrow	1198	11.9	101
		Medium	1032	11.9	87
		Wide	1067	11.9	90
		Extra Wide	1024	11.9	86
15L	1500	Very Narrow	1502	18.6	81
		Narrow	1733	18.6	93
		Medium	1493	18.6	80
		Wide	1544	18.6	83
		Extra Wide	1482	18.6	80
20L	2000	Narrow	2103	25.1	84
		Medium	1952	25.1	78
		Wide	1985	25.1	79
		Extra Wide	1945	25.1	77

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LTR-3RD

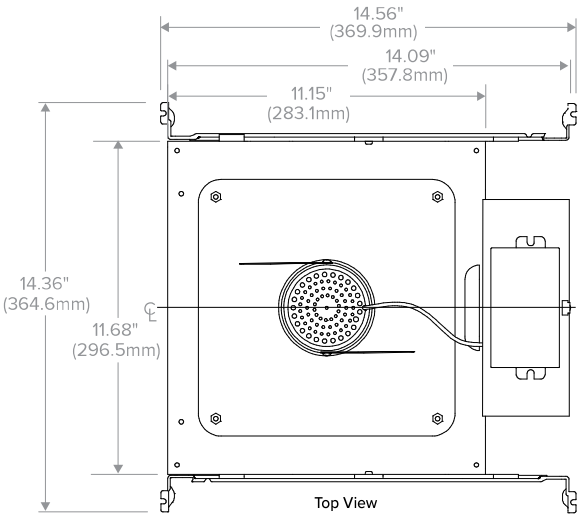
LITEISTRY 3" ROUND DOWNLIGHT

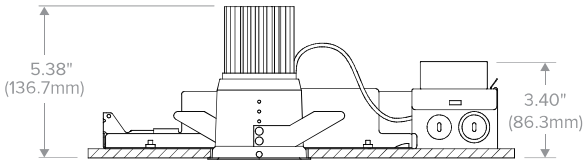
DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

DIMENSIONS

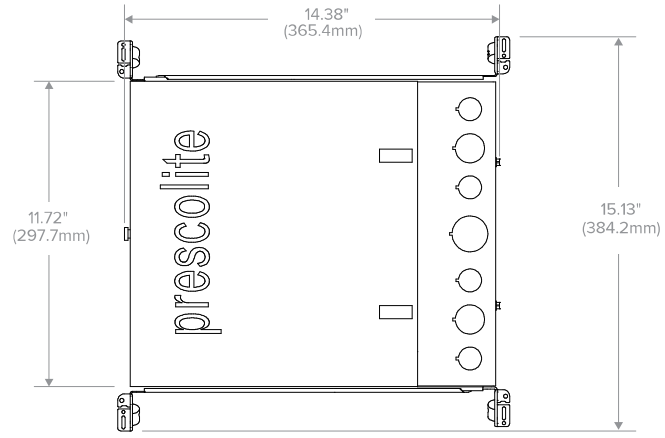


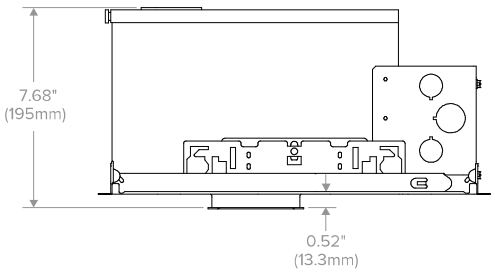


Dimensional Data		
Aperture		2.88" (73.2mm)
Flange: Standard & Flush Mount		3.68" (93.5mm)
Ceiling Cutout:	Standard	3.38" (85.9mm)
	Flush Mount	4.00" (101.6mm)
Ceiling Thickness:	Standard	0.50" to 2.00" (12.7mm to 50.8mm)
	With SCA	0.50" to 1.25" (12.7mm to 31.8mm)

SCA Sloped Ceiling Adapter accessory available, see LTR-SCA specification sheet and installation instructions for dimensional data and other details.

LTR-3RD-H New Construction





Dimensional Data		
Aperture		2.88" (73.2mm)
Flange: Standard & Flush Mount		3.68" (93.5mm)
Ceiling Cutout:	Standard	3.38" (85.9mm)
	Flush Mount	4.00" (101.6mm)
Ceiling Thickness:	Standard	0.50" to 2.00" (12.7mm to 50.8mm)
	With SCA	0.50" to 1.25" (12.7mm to 31.8mm)

SCA Sloped Ceiling Adapter accessory available, see LTR-SCA specification sheet and installation instructions for dimensional data and other details.

LTR-3RD-H IC/CP

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LTR-3RD

LITEISTRY 3" ROUND DOWNLIGHT

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

PHOTOMETRY

LTR-3RD-H-SL15L-DM1 / LTR-3RD-T-SL35K8VNR-S

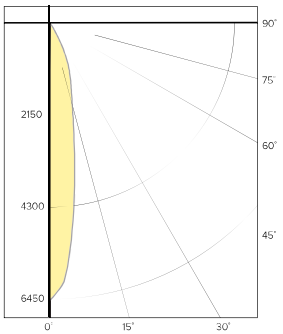
LUMINAIRE DATA

Test No.	**20.01326**
Description	**1500 lm, Very Narrow, 3500K, 80 CRI**
Delivered Lumens	**1502**
Watts	**18.6W**
Efficacy	**81**
Mounting	**Recessed**
Spacing Criterion	**0.3**
Beam Angle	**20**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
0-40	1482	98.7
0-60	1501	99.9
0-90	1502	100.0
0-180	1502	100.0

POLAR GRAPH



CANDELA DISTRIBUTION

Degree	Candela
0	6446
5	5271
15	1980
25	879
35	119
45	18
55	2
65	1
75	0
85	0
90	0

LUMINANCE DATA*

Vertical Angle	Average
45°	6078
55°	833
65°	565
75°	0
85°	0

*Candela/Square Meter

LTR-3RD-H-ML20L-DM1 / LTR-3RD-T-ML35K8NR-S

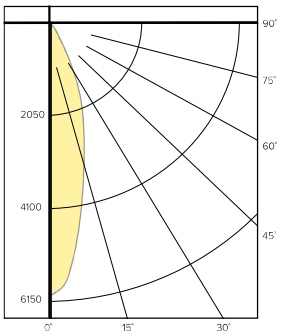
LUMINAIRE DATA

Test No.	**19.00700**
Description	**2000 lm, Narrow, 3500K, 80 CRI**
Delivered Lumens	**2103**
Watts	**25.1W**
Efficacy	**83.8**
Mounting	**Recessed**
Spacing Criterion	**0.4**
Beam Angle	**29**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
0-40	2063	98.1
0-60	2102	99.9
0-90	2103	100.0
0-180	2103	100.0

POLAR GRAPH



CANDELA DISTRIBUTION

Degree	Candela
0	6064
5	5416
15	2923
25	1315
35	263
45	36
55	3
65	1
75	0
85	0
90	0

LUMINANCE DATA*

Vertical Angle	Average
45°	11947
55°	1227
65°	555
75°	0
85°	0

*Candela/Square Meter

LTR-3RD-H-ML20L-DM1 / LTR-3RD-T-ML35K8MD-S

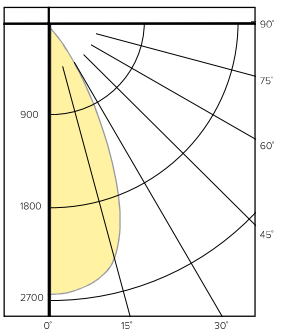
LUMINAIRE DATA

Test No.	**19.00739**
Description	**2000 lm, Medium, 3500K, 80 CRI**
Delivered Lumens	**1952**
Watts	**25.1W**
Efficacy	**77.7**
Mounting	**Recessed**
Spacing Criterion	**0.8**
Beam Angle	**53**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
0-40	1895	97.1
0-60	1950	99.9
0-90	1952	100.0
0-180	1952	100.0

POLAR GRAPH



CANDELA DISTRIBUTION

Degree	Candela
0	2638
5	2620
15	2419
25	1497
35	471
45	50
55	3
65	1
75	1
85	0
90	0

LUMINANCE DATA*

Vertical Angle	Average
45°	16593
55°	1227
65°	555
75°	907
85°	0

*Candela/Square Meter

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LTR-3RD

LITEISTRY 3" ROUND DOWNLIGHT

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

PHOTOMETRY CONTINUED

LTR-3RD-H-ML20L-DM1 / LTR-3RD-T-ML35K8WD-S

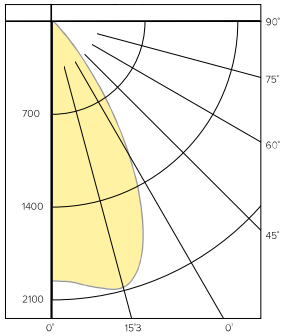
LUMINAIRE DATA

Test No.	**19.00698**
Description	**2000 lm, Wide, 3500K, 80 CRI**
Delivered Lumens	**1985**
Watts	**25.1W**
Efficacy	**79.1**
Mounting	**Recessed**
Spacing Criterion	**0.9**
Beam Angle	**59**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
0-40	1909	96.2
0-60	1983	99.9
0-90	1985	100.0
0-180	1985	100.0

POLAR GRAPH



CANDELA DISTRIBUTION

Degree	Candela
0	1966
5	1988
15	2085
25	1604
35	667
45	65
55	4
65	2
75	1
85	0
90	0

LUMINANCE DATA*

Vertical Angle	Average
45°	21571
55°	1636
65°	1111
75°	907
85°	0

*Candela/Square Meter

LTR-3RD-H-ML20L-DM1 / LTR-3RD-T-ML35K8XW-S

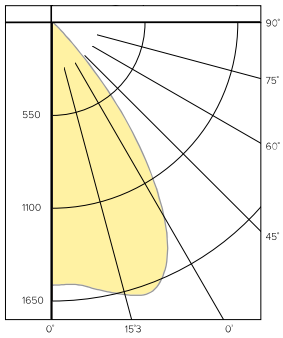
LUMINAIRE DATA

Test No.	**19.00697**
Description	**2000 lm, Extra Wide, 3500K, 80 CRI**
Delivered Lumens	**1945**
Watts	**25.1W**
Efficacy	**77.4**
Mounting	**Recessed**
Spacing Criterion	**1.1**
Beam Angle	**66**

ZONAL LUMEN SUMMARY

Zone	Lumens	% Luminaire
0-40	1843	94.8
0-60	1942	99.9
0-90	1945	100.0
0-180	1945	100.0

POLAR GRAPH



CANDELA DISTRIBUTION

Degree	Candela
0	1519
5	1521
15	1630
25	1552
35	878
45	71
55	4
65	2
75	1
85	0
90	0

LUMINANCE DATA*

Vertical Angle	Average
45°	23562
55°	1636
65°	1111
75°	907
85°	0

*Candela/Square Meter

LUMEN MULTIPLIER

Option	27K8	30K8	35K8	40K8	50K8	27K9	30K9	35K9	40K9
Multiplier	0.94	0.98	1.00	1.01	1.02	0.81	0.84	0.85	0.85

Photometrics are published below at a nominal 3500 Kelvin, 80+ CRI. This table may be used to approximate the lumen values at different Kelvin temperatures. Power consumption would stay the same.

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LTR-3RD

LITEISTRY 3" ROUND DOWNLIGHT

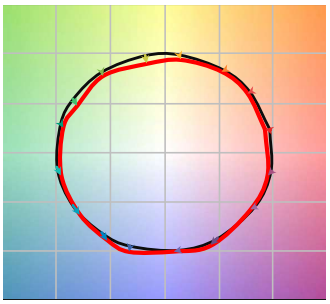
DATE: LOCATION:

TYPE: PROJECT:

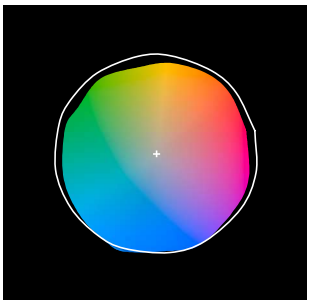
CATALOG #:

TM-30 DATA

COLOR VECTOR GRAPHIC
3500K, 90 CRI

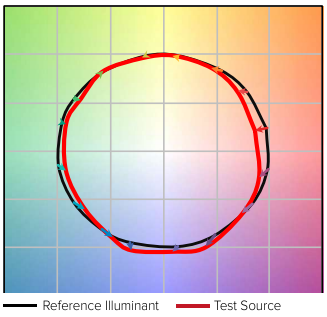


COLOR DISTORTION GRAPHIC
3500K, 90 CRI

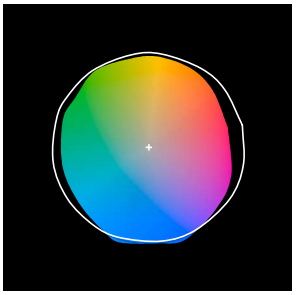


TEST RESULTS - 3500K		
Value	80+ CRI	90+ CRI
R_f	84	88
R_g	95	95
CCT (K)	3411	3419
D_{UV}	0.0015	0.0042
x	0.4120	0.4147
y	0.3974	0.4052
CIE R_a	84	93
CIE R_g	11	62

COLOR VECTOR GRAPHIC
3500K, 80 CRI



COLOR DISTORTION GRAPHIC
3500K, 80 CRI



ELECTRICAL DATA

DRIVER DATA		
Input Voltage	120-277V	347V
Input Frequency	50/60 Hz	50/60 Hz
Power Factor	≥0.90	≥0.90
THD	<20%	<20%
EMI Filtering (FCC 47 CFR Part 15)	Class A	Class A

* Values for DM1 option shown, values for other dimming options may vary.

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DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

LTR-3RD

LITEISTRY 3" ROUND DOWNLIGHT

ADDITIONAL INFORMATION

Dimming Compatibility
For more details and recommended dimmer list, see Dimming Compatibility Information on currentlighting.com/prescolite.

DMX
See instruction sheet on currentlighting.com/prescolite for connection & installation information.

Central Inverters
For full fixture output in back-up mode, we recommend you visit currentlighting.com/dual-lite for your Central Lighting Inverter options.
Please contact your local Current representative for any assistance with proper sizing and loading of your inverter selection. Central lighting inverters must be ordered separately.

Exhibit 10

Stormwater Management

Exhibit 10 – Stormwater Management

Please see the attached Stormwater Narrative. A complete stormwater report including the Stormwater Plans and Details, has been submitted under separate cover.

Stormwater Narrative
Belfast Medical Building
Belfast, Maine

The proposed project involves the construction of an urgent care medical building. The parcel is identified as Lot 12B on the City of Belfast Tax Map 5 and has an overall area of approximately 1.43 acres. The project will disturb approximately 0.8 acres with the development proposed to be located in the northwestern corner of the parcel. The northern half of the parcel was cleared and approximately 6,121 S.F. of wetlands were filled in the past, while the southern half of the site is undeveloped scrub-shrub wetlands. Slopes on-site are gentle in the previously cleared area, ranging from 0% to 3%, and steepening up to 10% to 20% in the approach to the wetlands, and then flattening to 0% to 3% again within the wetlands. Soil mapping available through the National Resources Conservation Service (NRCS) indicates that the existing soils on-site are of Hydrologic Soil Group C/D and portions of A in the previously filled area. A landscaped wall runs from north to south along the site's eastern boundary. Between the wall and Hatley Road there is a swale that conveys runoff south to the wetland complex. Stormwater runoff from the site generally drains from north to south, collecting into various natural swales before entering the wetland complex. The site is tributary to the Little River watershed which flows southeast into the Belfast Reservoirs and then discharges into the Atlantic Ocean. Little River is not listed by the Maine Department of Environmental Protection as an Urban Impaired Stream.

The proposed site improvements for the medical building will result in 22,780 square feet of new impervious area and approximately 32,000 square feet of new developed area. The proposed development will require a Natural Resource Protection Act (NRPA) permit through the Maine Department of Environmental Protection (MDEP) as the project results in the additional filling of approximately 8,790 S.F. of wetlands totaling 14,911 S.F. of total wetland fill. However, the proposed project will disturb less than one acre of land area; therefore, this project is not subject to MDEP stormwater standards. The proposed grading has been designed to drain stormwater runoff away from the proposed building to then collect in a series of catch basins before entering a Stormtech Chamber system. The chamber system detains stormwater runoff to match the pre-development peak flow rates by gradually discharging it into the wetland complex.

Per the Belfast City ordinances, the peak discharges for the developed site cannot exceed the peak discharge for the undeveloped site for the two- and twenty-five-year storms. One point of analysis (POA-1) was chosen for analyzing the peak runoff rates in the existing and proposed conditions. POA-1 is located in the southwestern corner of the site within the wetland complex. The following table presents the results of the peak runoff calculations at the analysis points for the existing and proposed conditions.

Peak Runoff Rate Summary Table			
Analysis Point	**Storm Event**	**Existing Conditions (cfs)**	**Proposed Conditions (cfs)**
POA-1	2-year	1.4	1.4
	25-year	4.3	4.2

The HydroCAD Data output sheets from this analysis are appended to this report in **Appendix 1**, along with the Stormwater Management Plans in **Appendix 2**. The model predicts that the peak runoff rates in the proposed condition are equal to existing condition runoff rates for the 2-, and 25-year storm events with the implementation of the proposed stormwater management practice.

Areas of disturbance have been minimized to the greatest extent practicable. Erosion and sedimentation measures have been outlined in the attached plan set that emphasizes the installation of sedimentation barriers and vegetation to minimize potential erosion from development activities during and after construction. The erosion and sedimentation control measures outlined in the design plans include the locations of the erosion control provisions (i.e., silt fence) along with notes and construction details for reference during construction. With the incorporation of these measures, no significant impacts to off-site drainage related to erosion are anticipated due to the proposed project.

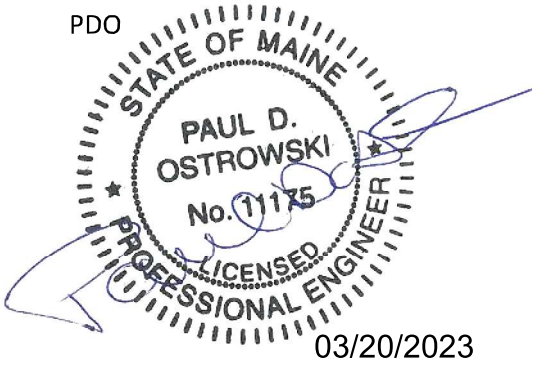
Sincerely,
SEBAGO TECHNICS, INC.

Jake S. Hunnewell, E.I.
Civil Engineer

JSH

Paul D. Ostrowski, P.E.
Senior Project Engineer

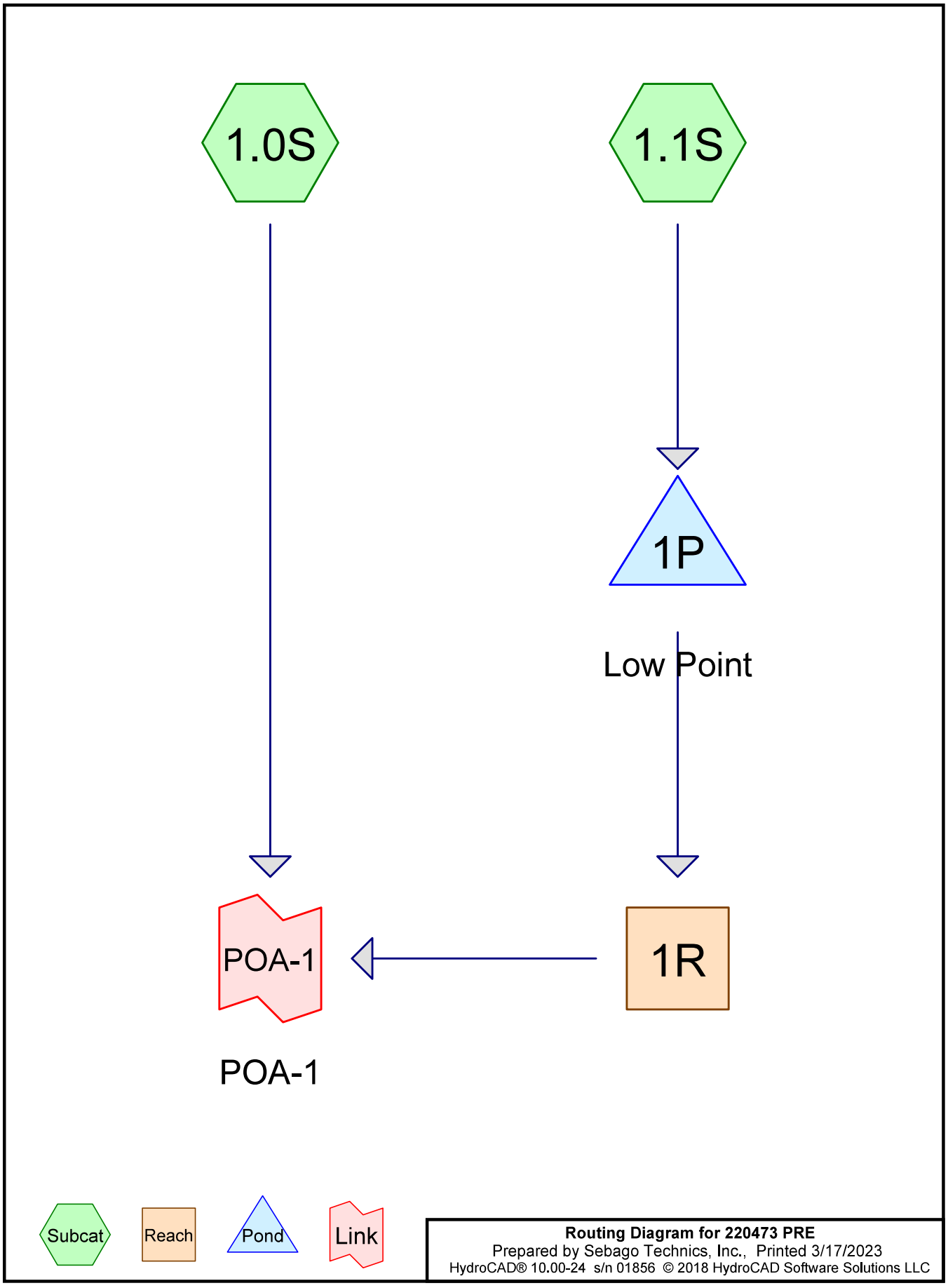
PDO



03/20/2023

Appendix 1A

Existing Conditions
HydroCAD Summary



Routing Diagram for 220473 PRE
Prepared by Sebago Technics, Inc., Printed 3/17/2023

Area Listing (selected nodes)

Area (sq-ft)	CN	Description (subcatchment-numbers)
8,520	39	>75% Grass cover, Good, HSG A (1.0S)
17,870	80	>75% Grass cover, Good, HSG D (1.0S, 1.1S)
12,110	98	Impervious Area (1.0S)
300	30	Woods, Good, HSG A (1.0S)
43,515	77	Woods, Good, HSG D (1.0S, 1.1S)
82,315	**77**	**TOTAL AREA**

Summary for Subcatchment 1.0S:

Runoff = 3.1 cfs @ 12.24 hrs, Volume= 13,721 cf, Depth= 2.70"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-YR Rainfall=5.20"

	Area (sf)	CN	Description
*	12,110	98	Impervious Area
	300	30	Woods, Good, HSG A
	31,745	77	Woods, Good, HSG D
	8,520	39	>75% Grass cover, Good, HSG A
	8,280	80	>75% Grass cover, Good, HSG D
	60,955	76	Weighted Average
	48,845		80.13% Pervious Area
	12,110		19.87% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.7	84	0.0260	0.12		**Sheet Flow, A-B** Grass: Dense n= 0.240 P2= 2.90"
1.3	92	0.0270	1.15		**Shallow Concentrated Flow, B-C** Short Grass Pasture Kv= 7.0 fps
4.8	194	0.0180	0.67		**Shallow Concentrated Flow, C-D** Woodland Kv= 5.0 fps
17.8	370	Total			

Summary for Subcatchment 1.1S:

Runoff = 1.7 cfs @ 12.09 hrs, Volume= 5,130 cf, Depth= 2.88"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-YR Rainfall=5.20"

Area (sf)	CN	Description
11,770	77	Woods, Good, HSG D
9,590	80	>75% Grass cover, Good, HSG D
21,360	78	Weighted Average
21,360		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.0	30	0.1030	0.17		**Sheet Flow, A to B** Grass: Dense n= 0.240 P2= 2.90"
0.7	70	0.0500	1.57		**Shallow Concentrated Flow, B-C** Short Grass Pasture Kv= 7.0 fps
1.6	84	0.0297	0.86		**Shallow Concentrated Flow, C to D** Woodland Kv= 5.0 fps
0.7					**Direct Entry,**
6.0	184	Total			

Summary for Reach 1R:

Inflow Area = 21,360 sf, 0.00% Impervious, Inflow Depth = 2.84" for 25-YR event
Inflow = 1.6 cfs @ 12.11 hrs, Volume= 5,052 cf
Outflow = 1.3 cfs @ 12.17 hrs, Volume= 5,052 cf, Atten= 20%, Lag= 3.9 min

Routing by Dyn-Stor-Ind method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
Max. Velocity= 0.40 fps, Min. Travel Time= 7.5 min
Avg. Velocity = 0.11 fps, Avg. Travel Time= 27.2 min

Peak Storage= 570 cf @ 12.17 hrs
Average Depth at Peak Storage= 0.12'
Bank-Full Depth= 0.50' Flow Area= 22.5 sf, Capacity= 19.9 cfs

20.00' x 0.50' deep channel, n= 0.100 Earth, dense brush, high stage
Side Slope Z-value= 50.0 '/' Top Width= 70.00'
Length= 180.0' Slope= 0.0161 '/'
Inlet Invert= 197.19', Outlet Invert= 194.30'

‡

Summary for Pond 1P: Low Point

Inflow Area = 21,360 sf, 0.00% Impervious, Inflow Depth = 2.88" for 25-YR event
Inflow = 1.7 cfs @ 12.09 hrs, Volume= 5,130 cf
Outflow = 1.6 cfs @ 12.11 hrs, Volume= 5,052 cf, Atten= 3%, Lag= 1.1 min
Primary = 1.6 cfs @ 12.11 hrs, Volume= 5,052 cf

Routing by Dyn-Stor-Ind method, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs
Peak Elev= 197.47' @ 12.11 hrs Surf.Area= 657 sf Storage= 221 cf

Plug-Flow detention time= 16.1 min calculated for 5,052 cf (98% of inflow)
Center-of-Mass det. time= 6.9 min (832.3 - 825.4)

Volume	Invert	Avail.Storage	Storage Description
#1	196.65'	717 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
196.65	2	0	0
197.00	162	29	29
198.00	1,215	689	717

Device	Routing	Invert	Outlet Devices
#1	Primary	197.19'	**5.0' long x 5.0' breadth Broad-Crested Rectangular Weir** Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.34 2.50 2.70 2.68 2.68 2.66 2.65 2.65 2.65 2.65 2.67 2.66 2.68 2.70 2.74 2.79 2.88

Primary OutFlow Max=1.6 cfs @ 12.11 hrs HW=197.47' TW=197.30' (Dynamic Tailwater)
↑—**1=Broad-Crested Rectangular Weir** (Weir Controls 1.6 cfs @ 1.14 fps)

Summary for Link POA-1: POA-1

Inflow Area = 82,315 sf, 14.71% Impervious, Inflow Depth = 2.74" for 25-YR event
Inflow = 4.3 cfs @ 12.23 hrs, Volume= 18,773 cf
Primary = 4.3 cfs @ 12.23 hrs, Volume= 18,773 cf, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-50.00 hrs, dt= 0.01 hrs

Time span=0.00-50.00 hrs, dt=0.01 hrs, 5001 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment1.0S: Runoff Area=60,955 sf 19.87% Impervious Runoff Depth=0.95"
Flow Length=370' Tc=17.8 min CN=76 Runoff=1.0 cfs 4,817 cf

Subcatchment1.1S: Runoff Area=21,360 sf 0.00% Impervious Runoff Depth=1.06"
Flow Length=184' Tc=6.0 min CN=78 Runoff=0.6 cfs 1,884 cf

Reach 1R: Avg. Flow Depth=0.06' Max Vel=0.27 fps Inflow=0.6 cfs 1,805 cf
n=0.100 L=180.0' S=0.0161 '/' Capacity=19.9 cfs Outflow=0.4 cfs 1,805 cf

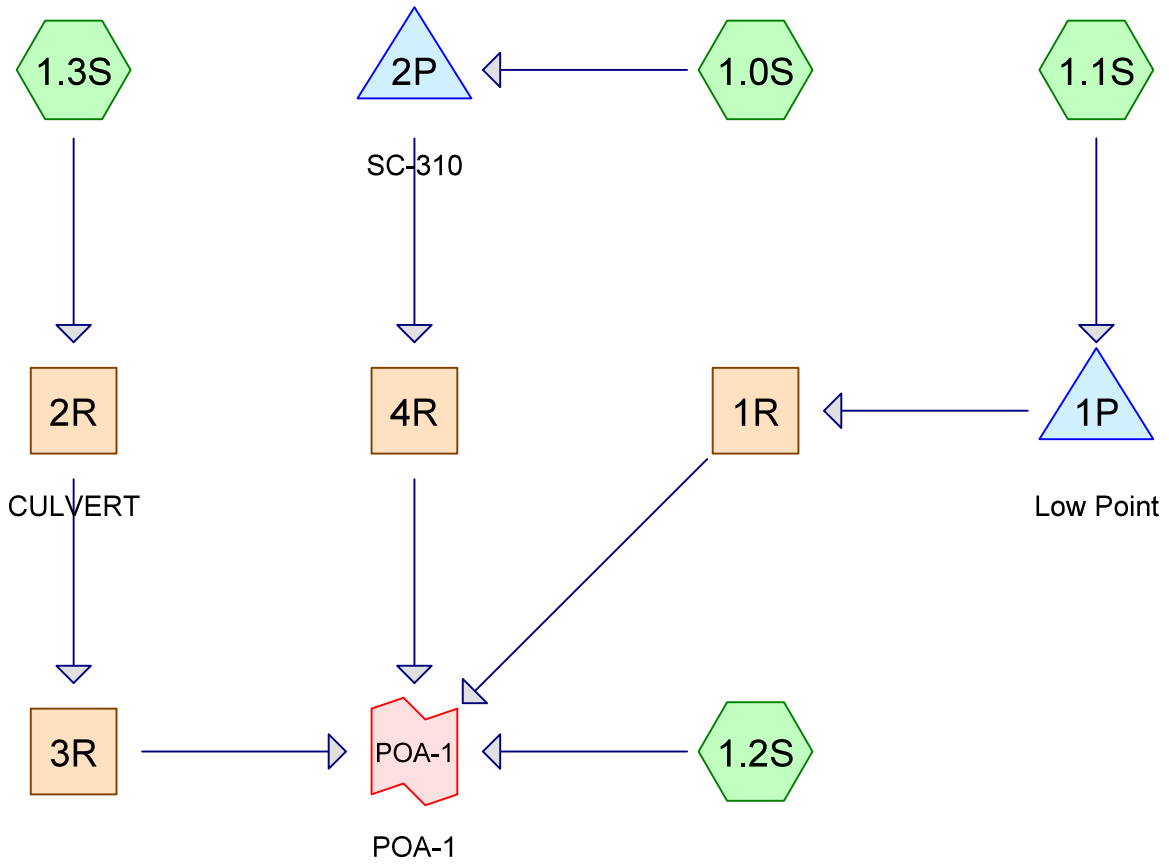
Pond 1P: Low Point Peak Elev=197.33' Storage=139 cf Inflow=0.6 cfs 1,884 cf
Outflow=0.6 cfs 1,805 cf

Link POA-1: POA-1 Inflow=1.4 cfs 6,622 cf
Primary=1.4 cfs 6,622 cf

Total Runoff Area = 82,315 sf Runoff Volume = 6,700 cf Average Runoff Depth = 0.98"
85.29% Pervious = 70,205 sf 14.71% Impervious = 12,110 sf

Appendix 1B

Proposed Conditions
HydroCAD Summary



Subcat Reach Pond Link

Routing Diagram for 220473 POST
Prepared by Sebago Technics, Inc., Printed 3/17/2023

Area Listing (selected nodes)

Area (sq-ft)	CN	Description (subcatchment-numbers)
8,380	39	>75% Grass cover, Good, HSG A (1.3S)
16,075	80	>75% Grass cover, Good, HSG D (1.0S, 1.1S, 1.2S, 1.3S)
13,940	98	IMPERVIOUS (1.2S, 1.3S)
20,950	98	Impervious Area (1.0S)
125	30	Woods, Good, HSG A (1.3S)
22,845	77	Woods, Good, HSG D (1.1S, 1.2S, 1.3S)
82,315	**83**	**TOTAL AREA**

Summary for Subcatchment 1.0S:

Runoff = 2.7 cfs @ 12.08 hrs, Volume= 9,108 cf, Depth= 4.73"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-YR Rainfall=5.20"

	Area (sf)	CN	Description
*	20,950	98	Impervious Area
	2,150	80	>75% Grass cover, Good, HSG D
	23,100	96	Weighted Average
	2,150		9.31% Pervious Area
	20,950		90.69% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, min**

Summary for Subcatchment 1.1S:

Runoff = 1.3 cfs @ 12.09 hrs, Volume= 4,069 cf, Depth= 2.97"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-YR Rainfall=5.20"

Area (sf)	CN	Description
8,185	77	Woods, Good, HSG D
8,230	80	>75% Grass cover, Good, HSG D
16,415	79	Weighted Average
16,415		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
3.0	30	0.1030	0.17		**Sheet Flow, A to B**
					Grass: Dense n= 0.240 P2= 2.90"
0.7	70	0.0500	1.57		**Shallow Concentrated Flow, B-C**
					Short Grass Pasture Kv= 7.0 fps
1.6	84	0.0297	0.86		**Shallow Concentrated Flow, C to D**
					Woodland Kv= 5.0 fps
0.7					**Direct Entry,**
6.0	184	Total			

Summary for Subcatchment 1.2S:

Runoff = 1.1 cfs @ 12.40 hrs, Volume= 6,153 cf, Depth= 3.36"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-YR Rainfall=5.20"

	Area (sf)	CN	Description
	12,505	77	Woods, Good, HSG D
*	5,350	98	IMPERVIOUS
	4,150	80	>75% Grass cover, Good, HSG D
	22,005	83	Weighted Average
	16,655		75.69% Pervious Area
	5,350		24.31% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
25.5	77	0.0350	0.05		**Sheet Flow, A-B** Woods: Dense underbrush n= 0.800 P2= 2.90"
3.8	138	0.0145	0.60		**Shallow Concentrated Flow, B-C** Woodland Kv= 5.0 fps
29.3	215	Total			

Summary for Subcatchment 1.3S:

Runoff = 1.0 cfs @ 12.17 hrs, Volume= 3,788 cf, Depth= 2.19"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-YR Rainfall=5.20"

	Area (sf)	CN	Description
	1,545	80	>75% Grass cover, Good, HSG D
	2,155	77	Woods, Good, HSG D
*	8,590	98	IMPERVIOUS
	125	30	Woods, Good, HSG A
	8,380	39	>75% Grass cover, Good, HSG A
	20,795	70	Weighted Average
	12,205		58.69% Pervious Area
	8,590		41.31% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
9.0	40	0.0115	0.07		**Sheet Flow, A-B** Grass: Dense n= 0.240 P2= 2.90"
0.0	5	0.0160	2.57		**Shallow Concentrated Flow, B-C** Paved Kv= 20.3 fps
1.8	129	0.0307	1.23		**Shallow Concentrated Flow, C-D** Short Grass Pasture Kv= 7.0 fps
1.4	55	0.0182	0.67		**Shallow Concentrated Flow, D-E** Woodland Kv= 5.0 fps
12.2	229	Total			

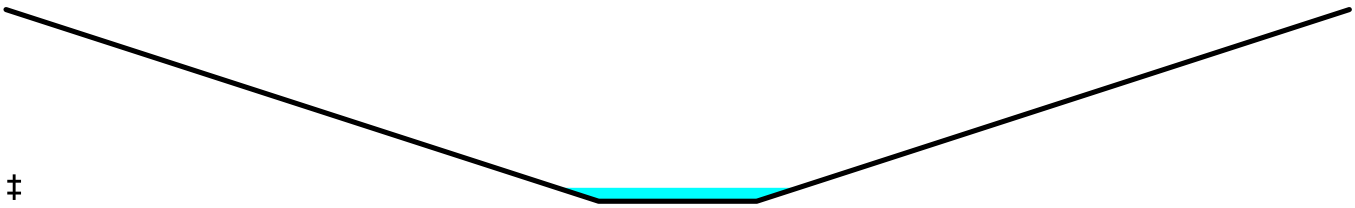
Summary for Reach 1R:

Inflow Area = 16,415 sf, 0.00% Impervious, Inflow Depth = 2.92" for 25-YR event
Inflow = 1.3 cfs @ 12.10 hrs, Volume= 4,000 cf
Outflow = 1.0 cfs @ 12.17 hrs, Volume= 4,000 cf, Atten= 21%, Lag= 4.0 min

Routing by Dyn-Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Max. Velocity= 0.38 fps, Min. Travel Time= 7.7 min
Avg. Velocity = 0.14 fps, Avg. Travel Time= 21.5 min

Peak Storage= 467 cf @ 12.17 hrs
Average Depth at Peak Storage= 0.11'
Bank-Full Depth= 1.50' Flow Area= 142.5 sf, Capacity= 242.3 cfs

20.00' x 1.50' deep channel, n= 0.100 Earth, dense brush, high stage
Side Slope Z-value= 50.0 '/' Top Width= 170.00'
Length= 175.0' Slope= 0.0166 '/'
Inlet Invert= 197.20', Outlet Invert= 194.30'



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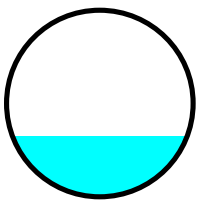
Summary for Reach 2R: CULVERT

Inflow Area = 20,795 sf, 41.31% Impervious, Inflow Depth = 2.19" for 25-YR event
Inflow = 1.0 cfs @ 12.17 hrs, Volume= 3,788 cf
Outflow = 1.0 cfs @ 12.18 hrs, Volume= 3,788 cf, Atten= 0%, Lag= 0.1 min

Routing by Dyn-Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Max. Velocity= 4.41 fps, Min. Travel Time= 0.2 min
Avg. Velocity = 1.73 fps, Avg. Travel Time= 0.6 min

Peak Storage= 13 cf @ 12.18 hrs
Average Depth at Peak Storage= 0.33'
Bank-Full Depth= 1.00' Flow Area= 0.8 sf, Capacity= 4.3 cfs

12.0" Round Pipe
n= 0.012 Corrugated PP, smooth interior
Length= 57.3' Slope= 0.0122 '/'
Inlet Invert= 196.50', Outlet Invert= 195.80'



Summary for Reach 3R:

Inflow Area = 20,795 sf, 41.31% Impervious, Inflow Depth = 2.19" for 25-YR event
Inflow = 1.0 cfs @ 12.18 hrs, Volume= 3,788 cf
Outflow = 0.9 cfs @ 12.22 hrs, Volume= 3,788 cf, Atten= 5%, Lag= 2.5 min

Routing by Dyn-Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Max. Velocity= 0.42 fps, Min. Travel Time= 3.3 min
Avg. Velocity = 0.14 fps, Avg. Travel Time= 9.6 min

Peak Storage= 183 cf @ 12.22 hrs
Average Depth at Peak Storage= 0.13'
Bank-Full Depth= 0.50' Flow Area= 17.5 sf, Capacity= 15.5 cfs

10.00' x 0.50' deep channel, n= 0.100 Earth, dense brush, high stage
Side Slope Z-value= 50.0 '/' Top Width= 60.00'
Length= 82.0' Slope= 0.0183 '/'
Inlet Invert= 195.80', Outlet Invert= 194.30'

‡

Summary for Reach 4R:

Inflow Area = 23,100 sf, 90.69% Impervious, Inflow Depth = 4.65" for 25-YR event
Inflow = 1.6 cfs @ 12.18 hrs, Volume= 8,959 cf
Outflow = 1.5 cfs @ 12.23 hrs, Volume= 8,959 cf, Atten= 11%, Lag= 2.7 min

Routing by Dyn-Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Max. Velocity= 0.47 fps, Min. Travel Time= 2.9 min
Avg. Velocity = 0.12 fps, Avg. Travel Time= 11.6 min

Peak Storage= 256 cf @ 12.23 hrs
Average Depth at Peak Storage= 0.17'
Bank-Full Depth= 0.50' Flow Area= 17.5 sf, Capacity= 15.4 cfs

10.00' x 0.50' deep channel, n= 0.100 Earth, dense brush, high stage
Side Slope Z-value= 50.0 '/' Top Width= 60.00'
Length= 83.0' Slope= 0.0181 '/'
Inlet Invert= 195.80', Outlet Invert= 194.30'

‡

Summary for Pond 1P: Low Point

Inflow Area = 16,415 sf, 0.00% Impervious, Inflow Depth = 2.97" for 25-YR event
Inflow = 1.3 cfs @ 12.09 hrs, Volume= 4,069 cf
Outflow = 1.3 cfs @ 12.10 hrs, Volume= 4,000 cf, Atten= 3%, Lag= 1.0 min
Primary = 1.3 cfs @ 12.10 hrs, Volume= 4,000 cf

Routing by Dyn-Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Peak Elev= 197.44' @ 12.11 hrs Surf.Area= 535 sf Storage= 170 cf

Plug-Flow detention time= 17.0 min calculated for 3,999 cf (98% of inflow)
Center-of-Mass det. time= 6.9 min (829.6 - 822.7)

Volume	Invert	Avail.Storage	Storage Description
#1	196.65'	619 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
196.65	2	0	0
197.00	135	24	24
198.00	1,055	595	619

Device	Routing	Invert	Outlet Devices
#1	Primary	197.19'	**5.0' long x 5.0' breadth Broad-Crested Rectangular Weir** Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.34 2.50 2.70 2.68 2.68 2.66 2.65 2.65 2.65 2.65 2.67 2.66 2.68 2.70 2.74 2.79 2.88

Primary OutFlow Max=1.3 cfs @ 12.10 hrs HW=197.43' TW=197.30' (Dynamic Tailwater)
↑—**1=Broad-Crested Rectangular Weir** (Weir Controls 1.3 cfs @ 1.03 fps)

Summary for Pond 2P: SC-310

Inflow Area = 23,100 sf, 90.69% Impervious, Inflow Depth = 4.73" for 25-YR event
Inflow = 2.7 cfs @ 12.08 hrs, Volume= 9,108 cf
Outflow = 1.6 cfs @ 12.18 hrs, Volume= 8,959 cf, Atten= 38%, Lag= 5.9 min
Primary = 1.6 cfs @ 12.18 hrs, Volume= 8,959 cf

Routing by Dyn-Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Peak Elev= 197.88' @ 12.18 hrs Surf.Area= 1,848 sf Storage= 2,012 cf

Plug-Flow detention time= 46.0 min calculated for 8,957 cf (98% of inflow)
Center-of-Mass det. time= 35.6 min (797.1 - 761.5)

Volume	Invert	Avail.Storage	Storage Description
#1A	196.00'	1,312 cf	**34.83'W x 53.04'L x 2.33'H Field A** 4,311 cf Overall - 1,032 cf Embedded = 3,279 cf x 40.0% Voids
#2A	196.50'	1,032 cf	**ADS_StormTech SC-310 +Cap** x 70 Inside #1 Effective Size= 28.9"W x 16.0"H => 2.07 sf x 7.12'L = 14.7 cf Overall Size= 34.0"W x 16.0"H x 7.56'L with 0.44' Overlap

70 Chambers in 10 Rows

2,344 cf Total Available Storage

Storage Group A created with Chamber Wizard

Device	Routing	Invert	Outlet Devices
#1	Primary	196.20'	**15.0" Round Culvert** L= 14.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 196.20' / 195.80' S= 0.0286 '/' Cc= 0.900 n= 0.012 Corrugated PP, smooth interior, Flow Area= 1.23 sf
#2	Device 1	197.70'	**4.0' long x 0.5' breadth Broad-Crested Rectangular Weir** Head (feet) 0.20 0.40 0.60 0.80 1.00 Coef. (English) 2.80 2.92 3.08 3.30 3.32
#3	Device 1	196.20'	**6.0" W x 3.0" H Vert. Rectangular Orifice** C= 0.600

Primary OutFlow Max=1.6 cfs @ 12.18 hrs HW=197.88' TW=195.95' (Dynamic Tailwater)
└─**1=Culvert** (Passes 1.6 cfs of 4.8 cfs potential flow)
  ├─**2=Broad-Crested Rectangular Weir** (Weir Controls 0.9 cfs @ 1.20 fps)
  └─**3=Rectangular Orifice** (Orifice Controls 0.8 cfs @ 6.01 fps)

Summary for Link POA-1: POA-1

Inflow Area = 82,315 sf, 42.39% Impervious, Inflow Depth = 3.34" for 25-YR event
Inflow = 4.2 cfs @ 12.23 hrs, Volume= 22,899 cf
Primary = 4.2 cfs @ 12.23 hrs, Volume= 22,899 cf, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Time span=0.00-48.00 hrs, dt=0.01 hrs, 4801 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment1.0S: Runoff Area=23,100 sf 90.69% Impervious Runoff Depth=2.45"
Tc=6.0 min CN=96 Runoff=1.4 cfs 4,723 cf

Subcatchment1.1S: Runoff Area=16,415 sf 0.00% Impervious Runoff Depth=1.12"
Flow Length=184' Tc=6.0 min CN=79 Runoff=0.5 cfs 1,526 cf

Subcatchment1.2S: Runoff Area=22,005 sf 24.31% Impervious Runoff Depth=1.37"
Flow Length=215' Tc=29.3 min CN=83 Runoff=0.5 cfs 2,506 cf

Subcatchment1.3S: Runoff Area=20,795 sf 41.31% Impervious Runoff Depth=0.66"
Flow Length=229' Tc=12.2 min CN=70 Runoff=0.3 cfs 1,143 cf

Reach 1R: Avg. Flow Depth=0.05' Max Vel=0.25 fps Inflow=0.5 cfs 1,457 cf
n=0.100 L=175.0' S=0.0166 '/' Capacity=242.3 cfs Outflow=0.3 cfs 1,457 cf

Reach 2R: CULVERT Avg. Flow Depth=0.17' Max Vel=2.98 fps Inflow=0.3 cfs 1,143 cf
12.0" Round Pipe n=0.012 L=57.3' S=0.0122 '/' Capacity=4.3 cfs Outflow=0.3 cfs 1,143 cf

Reach 3R: Avg. Flow Depth=0.06' Max Vel=0.28 fps Inflow=0.3 cfs 1,143 cf
n=0.100 L=82.0' S=0.0183 '/' Capacity=15.5 cfs Outflow=0.2 cfs 1,143 cf

Reach 4R: Avg. Flow Depth=0.10' Max Vel=0.35 fps Inflow=0.5 cfs 4,574 cf
n=0.100 L=83.0' S=0.0181 '/' Capacity=15.4 cfs Outflow=0.5 cfs 4,574 cf

Pond 1P: Low Point Peak Elev=197.32' Storage=112 cf Inflow=0.5 cfs 1,526 cf
Outflow=0.5 cfs 1,457 cf

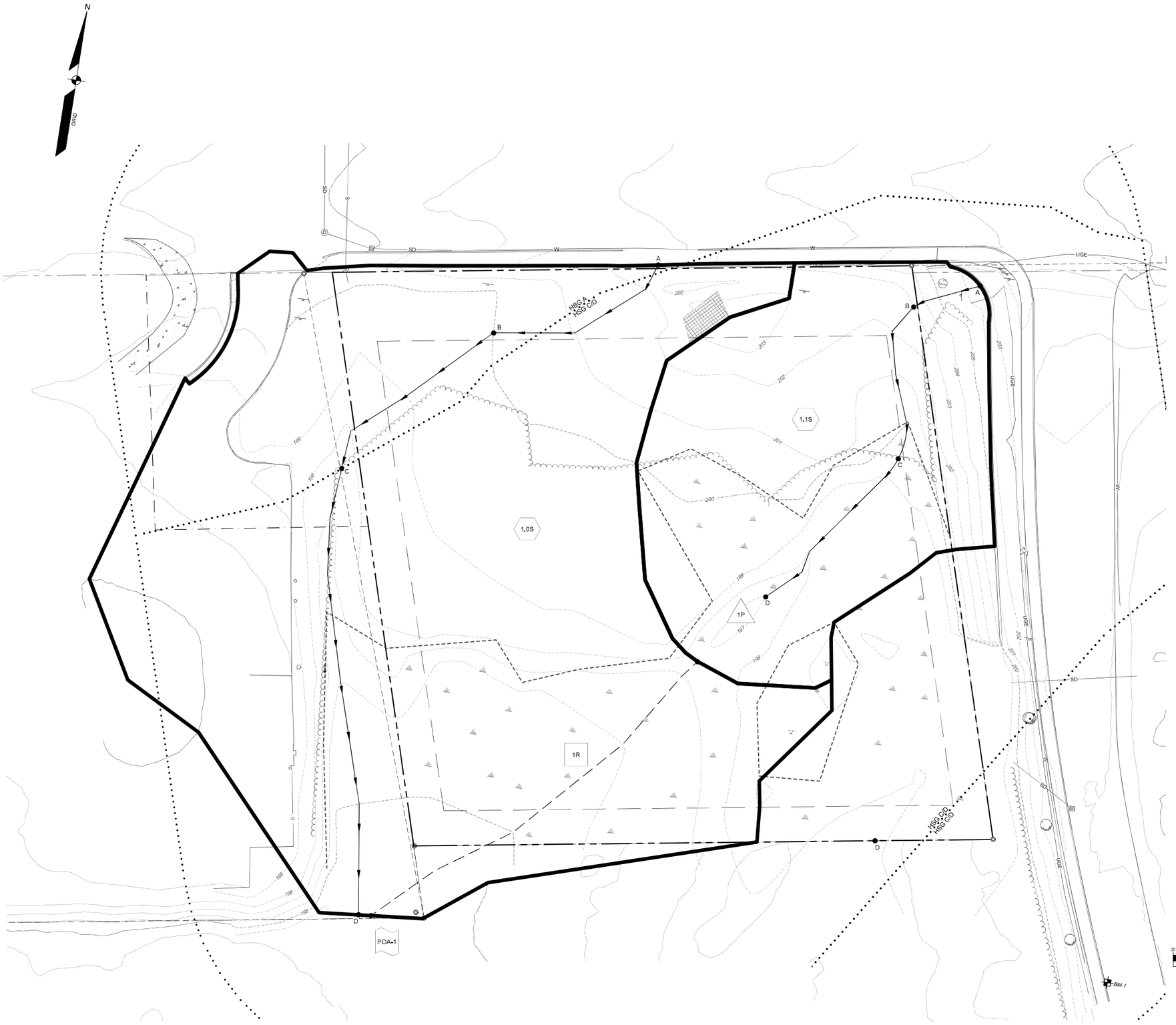
Pond 2P: SC-310 Peak Elev=197.07' Storage=1,172 cf Inflow=1.4 cfs 4,723 cf
Outflow=0.5 cfs 4,574 cf

Link POA-1: POA-1 Inflow=1.4 cfs 9,680 cf
Primary=1.4 cfs 9,680 cf

Total Runoff Area = 82,315 sf Runoff Volume = 9,898 cf Average Runoff Depth = 1.44"
57.61% Pervious = 47,425 sf 42.39% Impervious = 34,890 sf

Appendix 2

Stormwater Plans



EXISTING CONDITIONS LEGEND

- WATERSHED BOUNDARY
- TIME OF CONCENTRATION (A → B)
- REACH (A — — — B)
- #### SUBCATCHMENT LABEL
- #### REACH
- #### POINT OF ANALYSIS
- #### STORMWATER TREATMENT/DETENTION POND
- HSG # / HSG # SOILS BOUNDARY

SOIL TABLE

SYMBOL	NAME	SLOPE	HYDROLOGIC SOIL GROUP
Ud	UDORTHENTS-URBANLAND COMPLEX	0-3%	A
Sw	SWANVILLE	0-3%	C/D
PbB	PERU	0-8%	C/D

PAUL D. OSTROVSKI, PE 11175

STATE OF MAINE — PAUL D. OSTROWSKI No. 11175 — REGISTERED PROFESSIONAL ENGINEER — 03/20/2023

AMY BELL SEGAL, RLA 2265

REV:	BY:	DATE:	STATUS:
A	ABS	03/21/2023	SUBMITTED FOR TOWN REVIEW

SEBAGO TECHNICS
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75 John Roberts Rd.
Suite 4A
South Portland, ME 04106
Tel. (207)-200-2100

EXISTING CONDITIONS STORMWATER PLAN
OF
BELFAST MEDICAL BUILDING
BELMONT AVE
BELFAST, MAINE
FOR
PARKINGWAY MANAGEMENT, LLC
P.O. BOX 963
PORTLAND, MAINE 04104

DESIGNED	EOR
DRAWN	RGL
CHECKED	ABS
DATE	12/02/2022
SCALE	1" = 20'
PROJECT	220473

SHEET 1 OF 2

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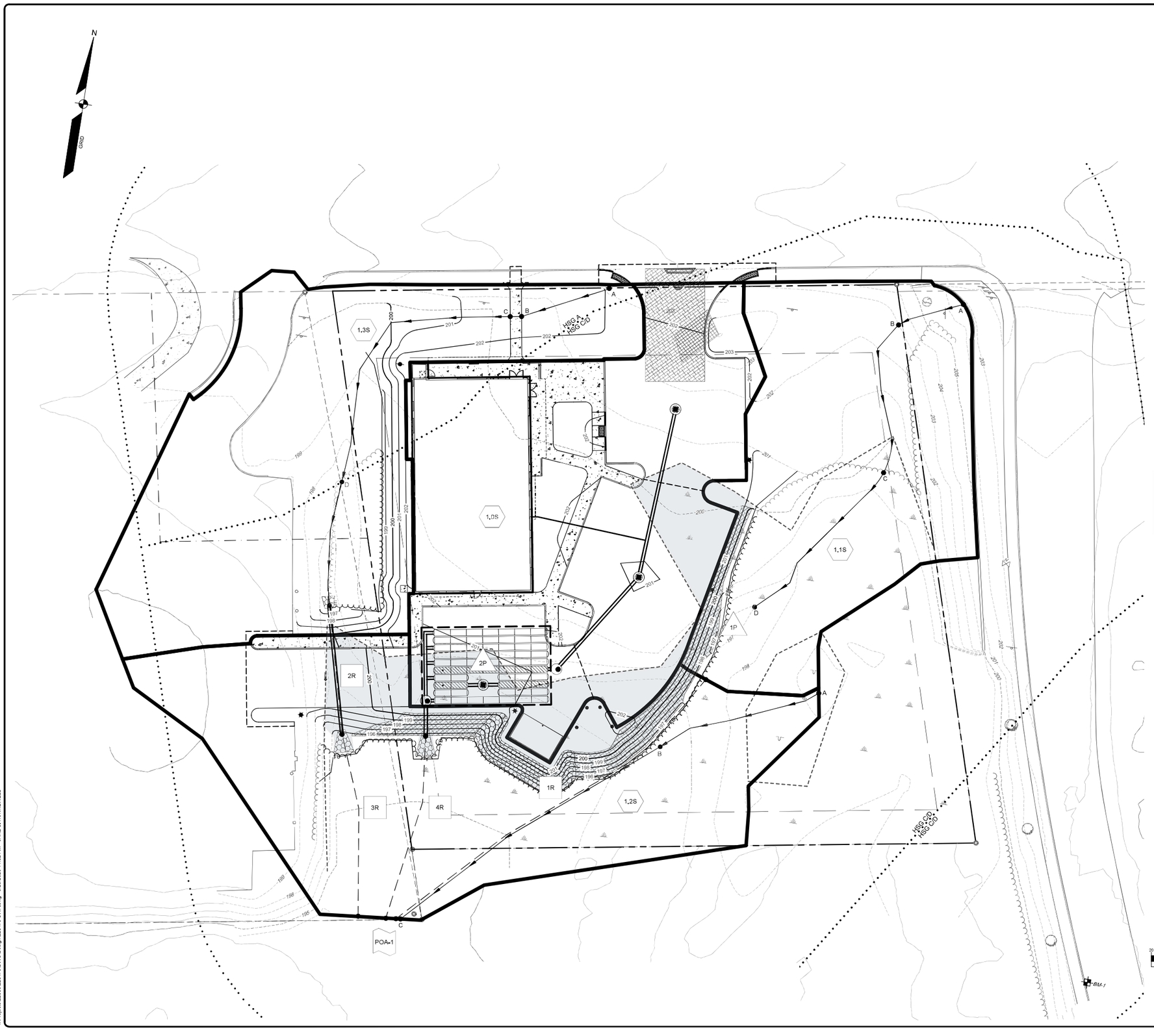
220473 SWP.dwg, TAB:EXISTING CONDITIONS STORMWATER PLAN



PROPOSED CONDITIONS LEGEND

- WATERSHED BOUNDARY
- TIME OF CONCENTRATION (A → B)
- REACH (A – – – B)
- #### SUBCATCHMENT LABEL
- #### REACH
- #### POINT OF ANALYSIS
- #### STORMWATER TREATMENT/DETENTION POND
- HSG # / HSG # SOILS BOUNDARY

SOIL TABLE

SYMBOL	NAME	SLOPE	HYDROLOGIC SOIL GROUP
Ud	UDORTHENTS-URBANLAND COMPLEX	0-3%	A
Sw	SWANVILLE	0-3%	C/D
PbB	PERU	0-8%	C/D

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 INCH = 20 FT.

PAUL D. OSTROVSKI PE 11175

AMY BELL SEGAL, RLA 2265

STATE OF MAINE — PAUL D. OSTROWSKI — No. 11175 — LICENSED PROFESSIONAL ENGINEER — 03/20/2023

REV:	BY:	DATE:	STATUS:
A	ABS	03/21/2023	SUBMITTED FOR TOWN REVIEW

SEBAGO TECHNICS
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75 John Roberts Rd.
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SHEET 2 OF 2

220473 SWP.dwg, TAB:PROPOSED CONDITIONS

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Exhibit 11

Standards

Sec. 102-1181. Applicability. [Ord. No. 48-2001, 1-23-2001]

The performance standards in this division shall apply to any and all nonresidential uses that request a use permit for the Route 3 Commercial District under terms of this chapter, subdivision approval under terms of the subdivision ordinance, or a site plan permit under terms of chapter 90. If there is a conflict between the standards identified in the subdivision ordinance, chapter 90, or chapter 98, and these standards, the standards identified in this division shall prevail.

Response: The applicant is submitting a site plan permit under terms of Chapter 90.

Sec. 102-1182. Minimum lot size and lot frontage requirements – Additional standards to dimensional standards identified in section 102-771. [Ord. No. 48-2001, 1-23-2001]

(a) The minimum lot size of one acre and minimum frontage requirement of 200 feet for a lot with frontage on Route 3/Main Street, Crocker Road, or Lincolnville Avenue (reference section 102-771, dimensional standards for the Route 3 Commercial District, subsections (a) and (b)), shall increase in accordance with the following table to support a use or uses located on a single lot that generate volumes of vehicular traffic per peak hour (vtpph), that meet or exceed the following standards. The volume of traffic shall be determined by the Institute of Transportation Engineers, Transportation and Traffic Engineering Handbook, Volume "_____" and as may be revised from time to time, or by a site specific traffic survey that is conducted by the applicant and reviewed and accepted by the code enforcement officer or Planning Board.

	Amount of Traffic (vtpph)	**Minimum Lot Size (in acres)**	**Minimum Frontage Requirement (in lineal feet)**
(1)	100 or less	1	200
(2)	101—150	1.25	225
(3)	151—200	1.5	250
(4)	201—250	1.75	275
(5)	251—300	2	300

Response: The proposed Convenient MD is estimated to generate 19 trips and 24 trips during the AM and PM peak hours of the generator, respectively. (See Section 6 Traffic Impact Study by Sebago). With that vtpph, this standard requires the minimum lot size to be atleast one acre and minimal frontage to be 200 linear feet. The actual lot size is 1.43 acres and the lot has 250 linear feet of frontage on Route 3/Belmont Ave.

(b) The minimum lot size requirement identified in subsection (a) (above) for a lot which has frontage on Route 3/Main Street, Crocker Road, or Lincolnville Avenue, and that uses a joint access drive onto the respective road (identified above) on which it fronts as its main means of two-way access, may be reduced by a maximum of three of the above increments (example standard (4) to (1)), but in no case may the resultant lot be less than the minimum lot size requirement of one acre.

Response: N/A

(c) The minimum lot frontage requirement identified in subsection (a) (above) for a lot which has frontage on Route 3/Main Street, Crocker Road, or Lincolnville Avenue, and that uses a joint access drive onto the respective road (identified above) on which it fronts as its main means of two-way access, may be reduced by a maximum of 75 feet from the standard identified in subsection (a)(1)-(6), but in no case may the resultant amount of frontage be less than 150 feet.

Response: N/A

(d) Any lot created on or before January 23, 2001 that does not meet the subsections (a)-(c) minimum lot size and minimum lot frontage requirements, on which a use is located on or before January 23, 2001 that generates traffic volumes greater than 101 vtpph may continue to be used for the existing use. An expansion of the existing use is permitted, provided that the vtpph traffic volume that exists on the date of the requested expansion, does not increase by greater than 25%. This is a maximum lifetime expansion.

Response: N/A

(e) Any lot created prior to the enactment of this division (January 23, 2001) that does not meet the required dimensional standards, on which a use is located on or before January 23, 2001, that generates traffic volumes greater than 101 vtpph, and for which a change of use is requested, the requested change of use may be approved provided it does not involve an increase in traffic volume that is greater than 25% of the traffic volume of the former use based on vtpph.

Response: N/A

Sec. 102-1183. Minimum front setback and buffer yard requirements for nonresidential structures. [Ord. No. 48-2001, 1-23-2001; Ord. of 1-29-2008(2)]

(a) Any new structure or expansion of an existing nonresidential structure that is constructed on or after January 24, 2001, that has frontage on Route 3/Belmont Avenue/Main Street, Crocker Road or Lincolnville Avenue, shall comply with the following minimum front setback requirements for structures, and the following minimum buffer yard requirements:

Structure Size (in square feet)	Amount of Front Setback (in feet)	Amount of Front Buffer Yard (in feet)
Less than 5,000	30	30
5,001—15,000	35	35
15,001—30,000	40	40
30,001—50,000	50	50
50,001—75,000	75	60

Greater than 75,000	Prohibited	Prohibited

<u>Response</u>: The proposed Convenient MD will be 4,997 square feet and will be setback a minimum of 30 feet from the front property line with a 30' front yard buffer.

(b) Any new structure or expansion of an existing nonresidential structure that is built after January 24, 2001, that has frontage on street, road or driveway that is not identified in subsection (a) shall comply with the following minimum front setback requirements for structures, and the following minimum buffer yard requirements:

Structure Size (in feet)	**Amount of Front Setback**	**Yard (in square feet)**	**(in feet)**
Less than 5,000	30	15	
5,001—15,000	30	15	
15,001—30,000	40	15	
30,001—50,000	40	15	
50,001—75,000	50	20	
Greater than 75,000	Prohibited	Prohibited	

<u>Response</u>: N/A

(c) All setbacks shall be measured from the property line, and the applicant shall be responsible for verifying that all setback requirements are met. The applicant shall provide a survey to identify property lines and setback requirements, unless the code enforcement officer or Planning Board deems that a survey is not practical or warranted. In such cases, the applicant may use a MDOT or City road layout or right-of-way, a property deed or similar information to determine the minimum amount of setback required.

<u>Response</u>: An existing conditions survey is included with this submission which verifies all setbacks.

(d) The amount of the buffer yard must be located on property owned or controlled by the owner, and shall not include any land area located within an established rightof-way for determining the amount of buffer yard. Parking spaces are prohibited in the buffer yard area, and roads/driveways shall only be permitted to the extent that such must cross the buffer yard area to access the area proposed for development. The only structures permitted in the buffer yard, when there is no practical alternative as determined by the Planning Board, are utilities, stormwater management control facilities, and essential services.

<u>Response</u>: The front buffer yard is wholly located on the applicant's parcel. No parking spaces are located within the front buffer yard. The access lanes for the right turn in and right turn only exit cross the front buffer yard. Connections to sewer, water and electric service will cross the front yard buffer to the connections within the Route 3 ROW.

Sec. 102-1184. Minimum side setback and buffer yard requirements. [Ord. No. 48-2001, 1-23-2001; Ord. of 1-29-2008(2)]

(a) The minimum side setback for a nonresidential structure that provides a joint access drive to one or more adjacent uses is 15 feet. The minimum side buffer yard requirement for a nonresidential structure that provides a joint access drive to one or more adjacent uses is 10 feet.

Response: The western side setback is 15 feet because a joint access drive is provided to one adjacent use (Shell Gas Station). The western side buffer yard is 10' wide.

(b) The minimum side setback for a nonresidential structure that does not provide an access to at least one abutting use shall be 25 feet. The minimum side buffer yard requirement for a nonresidential use that does not provide an access to at least one abutting use shall be 15 feet. The Planning Board may choose not to impose this requirement, particularly for existing structures and uses that do not satisfy this requirement, if it determines that a joint access drive is not practical or does not serve a public purpose.

Response: The eastern side setback is 25 feet because a joint access drive is not provided to Hatley Road. The eastern side yard buffer is 15 feet wide. Note there presently is an existing buffer along Hatley Road.

(c) A nonconforming structure that does not comply with the minimum side setback requirements may expand, provided none of the structure is located closer to the side lot line than the existing structure, and the applicant complies with the performance standards for the Route 3 Commercial District to the greatest extent practical, as determined by the Planning Board.

Response: N/A

(d) The amount of the buffer yard must be located on property owned or controlled by the owner, and shall not include any land area located within an established rightof-way for determining the amount of buffer yard. Parking spaces are prohibited in the buffer yard area, and roads/driveways shall only be permitted to the extent that such must cross the buffer yard area to access the area proposed for development. The only structures permitted in the buffer yard, when there is no practical alternative as determined by the Planning Board, are utilities, stormwater management control facilities, and essential services.

Response: The side buffer yards are wholly located on the applicant's parcel. No parking spaces are located within the side buffer yards. The access lanes for connection to the Shell Gas Station crosses the western side yard buffer.

Sec. 102-1185. Minimum rear setback and buffer yard requirements. [Ord. No. 48-2001, 1-23-2001; Ord. of 1-29-2008(2)]

(a) The minimum rear setback and rear buffer yard for a nonresidential structure that does not abut a residential use that existed at the date of application for the nonresidential use, or that abuts only other nonresidential uses or properties located entirely within the Route 3 Commercial District, is 15 feet.

Response: The rear setback is 15 feet as it abuts Athena Health, Inc, which is a non-residential use.

(b) The minimum rear setback and rear buffer yard for a nonresidential structure that abuts one or more residential uses that existed at the date of application for the nonresidential use, is 40 feet.

Response: N/A

(c) A nonconforming structure that does not comply with the minimum rear setback requirement may expand, provided the following requirements are met: none of the structure is located closer to the rear lot line than the existing structure; the expanded structure and use will not adversely impact any existing residential uses, as determined by the Planning Board; and the applicant complies with the performance standards for the Route 3 Commercial District to the greatest extent practical, as determined by the Planning Board.

Response: N/A

(d) The amount of the buffer yard must be located on property owned or controlled by the owner, and shall not include any land area located within an established rightof-way for determining the amount of buffer yard. Parking spaces are prohibited in the buffer yard area, and roads/driveways shall only be permitted to the extent that such must cross the buffer yard area to access the area proposed for development. The only structures permitted in the buffer yard, when there is no practical alternative as determined by the Planning Board, are utilities, stormwater management control facilities, and essential services.

Response: The rear buffer yard is wholly located on the applicant's parcel. No parking space, utilities or stormwater management control facilities are located within the rear buffer yard.

Sec. 102-1186. Minimum buffer yard planting requirements for nonresidential uses. [Ord. No. 48-2001, 1-23-2001]

(a) The required buffer yards shall be landscaped to present an attractive appearance to the site, particularly the front buffer yard and the entrance, and to provide a vegetative screen for the site from abutting uses, particularly residential uses. All side and rear buffer yards shall be preserved in their natural states, insofar as practical and appropriate, by minimizing

tree removal, and by controlling any grade changes so that they are compatible with the general appearance of neighboring developed areas. The applicant shall submit a landscape plan for all buffer yards, preferably prepared by a landscape architect licensed in the State of Maine. The Planning Board may require the submittal of alternative landscape plans if it determines that site conditions warrant consideration of landscaping alternatives.

Response: A Landscape Plan prepared by a Maine Licensed Landscape Architect is included in the submission. The Landscape Plan has been designed to conform to the buffer yard standards and contains a mixture of deciduous and evergreen trees and shrubs and flowering perennials that are hardy in this location and are salt and urban tolerant.

(b) For purposes of this subsection, a "canopy tree" is a deciduous tree that reaches at least 35 feet in height at maturity and at time of planting has a minimum 2.5-inch caliper as measured six inches above the ground and a height of at least eight feet. An "evergreen tree" reaches 10 to 35 feet in height at maturity and at time of planting has a minimum of 2.5-inch caliper as measured six inches above the ground and a minimum height of at least six feet. A "small flowering tree" is a decorative or ornamental tree (example, flowering crab) that reaches a height of greater than eight feet at maturity and at time of planting has a minimum 1.5-inch caliper as measured six inches above ground and a height of a least six feet. A "shrub" reaches two to 10 feet in height at maturity and at planting shall be at least 18 inches in height. A "flower garden" is a label attached to an area that measures at least 50 square feet in size and that contains a variety of annual or perennial flowers and/or ground cover plantings.

Response: The Landscape Plan includes a plant legend indicating the species and size of plant material in accordance with this standard.

(c) The species of vegetation identified in subsection (b) above, shall have the following values for the purposes of determining compliance with the planting requirements for the buffer yards:

(1) One canopy tree shall be equal to 10 plants units.

(2) One evergreen tree shall be equal to 10 plant units in the rear buffer yard and five plant units in the front or side buffer yard.

(3) One small flowering tree shall be equal to five plant units in the front or side buffer yard and one plant unit in the rear buffer yard.

(4) One shrub shall be equal to one plant unit.

(5) One flower garden shall be equal to five plant units in the front buffer yard, two plant units in the side buffer yard, and no plant units in the rear buffer yard.

(6) Further, each canopy, evergreen or small flowering tree that exceeds the minimum standard by 1.5 times or greater, shall be equal to 1.5 times the number of points assigned to a tree or shrub that satisfies only the minimum standard.

(7) Further, each mature canopy of [or] evergreen tree existing in a buffer yard prior to development and that is retained in good condition shall be awarded double the plants units assigned to a newly planted tree.

(8) All tree and other vegetation proposed for the buffer yard shall be of a species appropriate to environmental conditions which exist on the site and in the City and shall be appropriately positioned on the property.

Response: Point values assigned to plant material based on location and selection criteria acknowledged.

(d) A nonresidential use that obtains a permit for a use or structure after January 24,2001 shall provide the minimum amount of plant units per 100 lineal feet or fraction thereof (as measured in ten-foot increments) for the buffer yards identified in section 102-1183, 102-1184 and 102-1185. For the purposes of implementing this section, the number to the left in the following chart is the amount of plant units that an applicant must provide, and the number to the right is the guideline that the applicant and Planning Board or CEO should use for the amount of such plant units that should be canopy trees. The City, however, recognizes that all sites are not the same, and that a landscape plan and plantings may be unique to a respective site. The City encourages flexibility to ensure all plantings enhance site appearance and are harmonious with all structures and uses on the site and with abutting sites and uses, and grants the Planning Board, when it deems appropriate, the authority to alter the amount of specific types of plant units identified in the guidelines (the right side column).

Structure Size (in square feet)	**Front Buffer Yard**	**Amount of Planting Side Buffer Yard**	**Rear Buffer Yard***
Less than 5,000	50—30 pts	30—0 pts	30—20 pts
5,001—15,000	60—30	30—0	30—20
15,001—30,000	70—40	30—0	40—30
30,001—50,000	80—40	30—0	45—30
50,001—75,000	100—50	30—0	50—30
Greater than 75,000	Prohibited	Prohibited	Prohibited

NOTES:

* The rear buffer yard planting requirement shall be no less than 100-80 for any use that abuts a residential area.

Response:

- ***The proposed building is 4,997 square feet (less than 5,000 square feet) and the front buffer yard is 250 linear feet on Belmont Avenue. The front buffer yard will require 125 plant units; of this total 80 plant units need to be from canopy trees. The proposed front buffer yard has 8 canopy trees, 34 shrubs, and 700 square feet of flower gardens, which is equal to 186 plant units.***

- ***The west side buffer yard is 250 linear feet and will require 75 plant units; of this total 0 plant units need to be from canopy trees. The proposed west side buffer yard has 3 canopy trees, 3 evergreen trees, 3 flowering trees, 12 shrubs, and 250 square feet of flower gardens, which is equal to 80 plant units.***

- ***The east side buffer yard is 250 linear feet and will require 75 plant units; of this total 0 plant units need to be from canopy trees. A portion of the east side buffer yard is vegetated and has existing native trees; the applicant intends to preserve the east side buffer yard in its natural state and does not propose to plant additional trees.***

- ***The rear buffer yard is 250 linear feet and will require 75 plant units; of this total 50 plant units need to be from canopy trees. The rear buffer yard is vegetated and has existing native trees; the applicant intends to preserve the rear buffer yard in its natural state and does not propose to plant additional trees.***

(e) A nonresidential use that obtained a use permit prior to January 24,2001, or that occupies a structure constructed prior to January 24,2001, that proposes to expand the use or structure or change the use, or a nonresidential use that obtained a use permit after January 24,2001 and that occupies a structure constructed prior to January 24,2001, that proposes to expand the use or structure or change the use, that cannot fully satisfy these landscaping requirements for buffer yards (reference sections 102-1183, 102-1184, 102-1185, and 102-1186(a)-(d)) shall satisfy these landscaping of buffer yard requirements to the greatest extent practical. The Planning Board shall determine if an existing use or structure cannot satisfy these landscaping requirements and what constitutes greatest extent practical. The Planning Board may require additional plantings, fencing, larger buffer yards, or similar measures to compensate for the applicant providing less than the amount of landscaping required.

Response: N/A

(f) A new use or nonresidential structure, particularly an industrial structure, that does not fully comply with the structure design guidelines identified in section 102-1187, shall provide a minimum of 1.5 times the amount of front and side buffer yard plantings as required in this section 102-1186.

Response: N/A

(g) All landscaping materials planted in the buffer yard shall be well maintained and any plants which die shall be replaced within one growing season. Any mature tree which was used to satisfy the required number of plant units which dies within five years of the issuance of a permit shall be replaced with two canopy or evergreen trees within one growing season of the time the mature tree dies. The CEO or Planning Board shall have the authority, as a condition of permit approval, to require the applicant to provide a schedule and program to maintain all site landscaping.

Response: Acknowledged

Sec. 102-1187. Nonresidential structure design requirements. [Ord. No. 48-2001, 1-23-2001]

The structure design standards are intended to ensure that new nonresidential developments positively contribute to the character of the Route 3 area and the City. Route 3 is a gateway to the City and new development shall use building styles, building materials, and site layouts that help create a vibrant, well-functioning and attractive area in which to eat, shop, obtain services, and work. These standards are not rigid guidelines, and applicants are encouraged to use creativity in proposing imaginative and attractive new development. Similarly, the Planning Board or CEO should use flexibility in its review of proposed development and the application of these standards to help achieve the City's goal.

Response: Architectural elevations and floorplans have been provided by Kevin Correia Architecture LLC.

(1) Structure orientation. New structures must be well oriented to site characteristics and preferably should present their "best face" toward the main access road (Route 3, Crocker Road, Lincolnville Avenue or Starrett Drive) on which the structure fronts. Further, if the site uses an interior access drive for its main access, and the structure is oriented to this access drive, the applicant shall present "attractive faces" on both the main access road and the interior access drive. This approach routinely includes the construction of an entrance and accompanying sidewalk on the side of the best face, and on any side that faces a public street or service road. No blank facades, service doors or loading areas (potential exceptions for auto service and repair facilities) shall be located on the side facing the main access road or an interior access drive.

Response: The new structure is oriented with its best faces towards the main road and intersection street, Belmont Avenue and Hatley Road, respectively. This orientation corresponds to both the site access and building entry, creating visual interest and clarity as you approach and enter the site.

(2) Facades and exterior walls. Facades and exterior walls shall comply with the following requirements:

a. The facade and exterior walls shall complement the building style proposed by the applicant and shall present an attractive appearance. Further, the relationship of the width to the height of the principal elevations shall be visually compatible with structures, public ways, and open spaces to which it is visually related.

Response: The facades are designed to both fit in and compliment the traditional New England architecture of the surrounding area, as well as create a wholistic aesthetic of massing, proportions, materials, and colors.

b. Facades greater than 100 feet in length measured horizontally, should incorporate wall plane projections or recesses that have a depth of at least 3% of the length of the facade and extending at least 20% of the length of the facade. No uninterrupted length of any facade shall exceed 100 horizontal feet.

Response: The long facades of the building are broken up through a rhythm of projecting pilasters, windows, and awnings. The roof line is changed with the entry end being anchored with a raised element and covered walkways.

c. Ground floor facades that face public streets or interior access drives should use building features such as arcades, display windows, entry areas, awnings and other such features along a significant portion of their horizontal length to present an attractive facade.

Response: The ground floor façade and eastern façade that faces the interior access drive uses arcades, glass display windows, entry areas and awnings.

d. Building facades should include a repeating pattern that includes no less than three of the following elements:

1. Color change;

Varies between siding, stone base, trim details, and awnings.

2. Texture change;

Varies between siding, stone base, trim details, and awnings.

3. Material module change;

or Varies between siding, stone base, trim details, and awnings.

4. An expression of architectural or structural bays through a change in plane, such as an offset, reveal or projecting rib that is no less than 12 inches in width.

At least one of elements 1., 2., or 3., should repeat horizontally. All elements should repeat at intervals of no more than 30 feet, either horizontally or vertically.

Response: Hierarchies are established vertically from the base through awnings representing a ground level human-scale, and upper planes for signage,/way finding and roofing. Horizontally, projecting pilasters break up the facade along with a rhythm of windows for the interior rooms, and a recessed covered walkway delineating the entry.

(3) Roof design. The shape of the roof shall complement the building style proposed by the applicant and shall present an attractive appearance. The shape of the roof shall also consider the shape of roofs on structures to which it is visually related. The City requires that all roofs have no less than two of the following features, and expressly prohibits any long run of a flat roof design:

a. Parapets concealing flat roofs and rooftop equipment, such as HVAC units from public view. The average height of such parapets should not exceed 15% of the supporting wall and such parapets should not at any point exceed 1/3 of the height of the

supporting wall. The parapets should also include three dimensional cornice treatments or other architectural details to break up the roof line and to provide more character to the exterior face.

Response: The upper walls and tower element act as parapets screening four larger rooftop units as well as vent pipes from public view. The parapets meet the code minimum for fall protection, while providing the necessary height to screen all rooftop equipment.

b. Overhanging eaves that extend no less than three feet past the surrounding walls.

Response: The overhanging eaves are less than three feet past the surrounding walls.

c. Sloping roofs that do not exceed the average height of the supporting walls, with an average slope greater than or equal to a pitch of 3 in 12.

Response: The slope of the roof is 4 in 12.

d. Three or more roof slope planes.

Response: There are only two roof slope plans in this design. The low slope roof behind the tower element had flat top parapet walls for screening rooftop equipment.

(4) Building materials and colors. The type and color of materials used shall complement the building style proposed by the applicant and shall present an attractive appearance. The color and texture of materials used shall consider the colors and texture of materials used on structures to which it is visually related.

a. Predominant exterior building materials shall be high quality materials, including but not limited to, brick, stone, tinted/textured concrete masonry units, wooden clapboards and wood shingles. Clapboards also may be vinyl, provided the vinyl is a high quality material and the applicant uses accents to finish the installation.

Response: The exterior building materials are of high quality and consists of fiber cement clapboard siding, stone veneer, standing seam metal and pvc trim.

b. Facade colors shall routinely be low reflectance, subtle and harmonious with the structure. The use of high-intensity colors, metallic colors, black or fluorescent colors should generally be avoided.

Response: The colors are all low reflectance colors with the majority of the building being earth tones of browns and creams. The 'black' standing seam metal roof is more of a charcoal grey in color and is a non-glare material.

c. Building trim and accent areas may feature brighter colors, including colors that are compatible with the main facade colors, and should be used in good proportion to the main facade colors. Neon tubing shall be discouraged as an acceptable feature for building trim or accent areas, unless it is low-stated and it is compatible with the appearance of the building and the area.

Response: The building trim is white, and awning accents are 'black' to match the roofing color.

d. Exterior building materials generally shall not include smooth-faced concrete block, concrete panels or prefabricated steel panels. These materials, however, may be found to be acceptable for structures that do not front directly on a public street and that are located to the rear of the primary structure located on the same parcel. Further, structures that use such materials shall use appropriate amounts of landscaping to break up the appearance of the structure.

Response: The building uses none of the above mentioned materials.

e. Applicants are encouraged to incorporate the use of windows in the structure design, particularly for any facade that the public uses to enter a structure. Window scale and the treatment of the window shall be compatible with the building design. The City discourages any building facade to include greater than 50% of the building as glass.

Response: The building uses storefront style punched window opening throughout three facades of the buildings aligned with interior room. The entry/waiting area has traditional storefront glazing to bring in light and provide visual interest with views in and out of the space.

(5) Entryways. The entryways to the building shall complement the building style proposed by the applicant, the relationship of the building to the site access, and shall present an attractive appearance, and a functional entrance.

a. Each structure or use on a site shall have clearly defined, highly visible customer entrances featuring no less than three of the following: canopies or porticos, overhangs, recesses/projections, arcades, raised corniced parapets over the doors, peaked roof forms, arches, outdoor patios, display windows, architectural details that are integrated into the building structure and design, or integral planters or wing walls that incorporate landscaped areas and/or places for sitting.

Response: The entry is clearly defined and highly visible through the use of covered walkways and glazing.

b. Where additional stores are located in a large retail establishment, each store shall have at least one exterior customer entrance that conforms to the requirements in subsection a. above.

Response: N/A

(6) Buildings of special, merit. The City recognizes that an applicant may choose to propose a building design that satisfies the intent of the City requirement for an attractive building design, but that does not satisfy one or more of the criteria identified in this section. The Planning Board shall have the authority to allow an alternative building design for a building of "special merit" that satisfies the intent of this standard, and, in the findings of the Planning Board, positively contributes to the character of the Route 3 area and the City.

Response: Acknowledged

Sec. 102-1188. Parking areas – Amount and layout of parking. [Ord. No. 48-2001, 1-23-2001; Ord. of 1-29-2008(2)]

A nonresidential use shall provide an adequate amount of parking for the proposed use; reference chapter 98, article VIII, to determine the minimum amount of parking required. The design and layout of the parking area shall be harmonious to the use, structures and site and, if practical, to abutting uses, structures and sites. The City encourages creativity in the design of all parking areas to enhance how the site functions, to reduce the total amount of area devoted to parking, to reduce the scale and bulk of parking areas, to encourage joint use parking between adjacent sites, and to enhance the appearance of the site, particularly the view of the site from the respective main public road corridor. The design and layout of the parking area shall conform to the following standards:

(1) A use that requires 40 or less parking spaces may locate a maximum of 10 spaces to the front of the building, provided that the following standards are met:

a. The 10 (or less) parking spaces are well oriented in relation to the site;

b. There is a pedestrian walkway that connects these parking spaces to the structure; and

c. There is an appropriately landscaped green strip of no less than four feet located between this parking area and the structure.

All other parking shall be located to the side or rear of the structure. If applicable, this standard also is subject to the requirements of subsection (2).

***Response**: All parking is located to the eastern side and rear of the structure. A total of 34 parking spaces, including two accessible parking spaces, are proposed on the Site Plan. Section 98-242 Off Street Parking Requirements list parking requirements for medical offices as four per physician and one per employee. Depending on the demand, Convenient MD will staff up to two physicians, a physicians assistant, nurse practioners and up to 12 employees which results in a minimum of 24 parking spaces. Based on the demand at currently operating facilities, Convenient MD proposes 30 parking spaces. Also, because the connector road to the Shell Gas Station would displace four parking spaces on the gas station lot, four additional parking spaces are shown on the Site Plan for a total of 34 parking spaces.*

(2) Notwithstanding the provisions of subsection (1), a use that has frontage on either Route 3/Belmont Avenue/Main Street or Lincolnville Avenue, and that requires 40 or less parking spaces, may locate a maximum of 10 spaces in the area between the structure and either Route 3/Belmont Avenue/Main Street or Lincolnville Avenue, regardless of the street or interior access road to which the structure is oriented. All other parking spaces shall be located in an area that is not located between the structure and either Route 3/Belmont Avenue/Main Street or Lincolnville Avenue.

***Response**: N/A.*

(3) A use that requires 41 or more parking spaces may locate a maximum of 20% of the parking spaces directly in front of the structure (corners of the main facade) in the area between the street/access drive on which the structure fronts and the structure. Further, a maximum of 20% of the remaining parking spaces may be located between the street/access drive and the structure (beyond the corners of the main facade) and to the side of the structure in the area that would be considered the front yard. A parking layout that locates parking in either of these two areas must satisfy the following standards:

a. The parking spaces shall be well oriented to the site;

b. There shall be a pedestrian access way between the structure and the parking areas;

c. There shall be an appropriately landscaped green strip that is preferably 10 feet but no less than four feet in width located between the structure and the parking area;

d. The use of parking cells to break up the parking areas; and

e. The use of berms, landscaping or similarly acceptable amenities to effectively screen the parking in the area between the structure and either Route 3/ Belmont Avenue/Main Street or Lincolnville Avenue, regardless of the orientation of the building.

All other parking shall be located to the side or rear of the structure. If applicable, this standard also is subject to the requirements of subsection (4).

Response: N/A.

(4) Notwithstanding the provisions of subsection (3), a use that has frontage on either Route 3/Belmont Avenue/Main Street or Lincolnville Avenue, and that requires 40 or more parking spaces, may locate a maximum of 20% of the parking spaces in the area between the structure and either Route 3/Belmont Avenue/Main Street or Lincolnville Avenue, regardless of the street or interior access road to which the structure is oriented. All other parking spaces shall be located in an area that is not located between the structure and either Route 3/Belmont Avenue/Main Street or Lincolnville Avenue.

Response: N/A.

(5) Notwithstanding the provisions of subsections (1)-(4), the Planning Board may grant a waiver to these standards to allow a use that has special customer service demands, such as but not limited to a lumber yard, to locate a greater percentage of the parking to the front of the structure, including the area between the structure and Route 3/Belmont Avenue/Main Street or Lincolnville Avenue. The Planning Board must make a finding that the specific needs of this use require that a greater percentage of the parking spaces are located to the front of the structure, and that locating spaces to the front of the building does not cause a concern with internal circulation on the site. The board may require compensatory measures, such as but not limited to additional landscaping, berms, fencing, or similar amenities, as a condition of the waiver. A minimum of 75% of the board must vote in the affirmative to grant the waiver.

Response: N/A.

(6) Uses that require a significant amount of parking, more than 75 vehicles, shall use parking cells to assist in managing the visual impact and scale of the parking areas. The Planning Board shall use the following guidelines to implement this provision:

a. Each parking cell should contain no more than 70-100 parking spaces;

b. The maximum length of any parking row should not exceed 225 feet;

c. Landscaping of the parking cells shall comply with requirements of section 102-1189, landscaping requirements for parking areas; and

d. The layout of the parking cells shall be served by well defined internal circulation routes for vehicles and pedestrians.

Response: N/A.

(7) All parking spaces shall be paved, unless the CEO or Planning Board authorizes the use of a gravel parking lot for environmental considerations.

Response: All parking will be paved.

Sec. 102-1189. Parking areas – Landscaping requirements. [Ord. No. 48-2001, 1-23-2001; Ord. of 1-29-2008(2)]

Parking lots shall be effectively landscaped with trees and shrubs to reduce the visual impact of glare, headlights, and parking lot lights from the public right-of-way and from adjoining properties, and to present an attractive appearance to the site. The landscaping of all parking lots for a nonresidential use shall satisfy the following standards:

(1) The applicant shall provide an eight-foot-wide landscaped strip planted with canopy trees and low shrubs around the perimeter of all parking areas located to the side or rear of a structure. A minimum of one canopy tree that is equal to 10 plant units shall be provided per every 40 feet of parking lot perimeter. A minimum of two plant units of shrubs shall be provided for every 10 feet of parking lot perimeter. The vegetated buffer yards required in the front, side or rear setback area may be used to satisfy the landscape requirements for parking lots when the respective parking lot abuts the buffer yards on one or more sides. The guideline for determining plant units is defined in section 102-1186(b) and (c).

Response: An eight-foot planted buffer is proposed on the east side of the parking lot; the remaining parking lot abuts the existing wetland. The side slopes adjacent to the wetland will be planted with a native conservation wildlife mix. Of the 34 parking spaces, 11 spaces abut the existing wetlands on site which has native vegetation and trees. The remaining 24 spaces equate to 216 linear feet, which will require 6 canopy trees and 44 shrubs. Excluding the plants required in the buffer yards, there are proposed 5 canopy trees, 2 flowering trees, 1 evergreen tree, 47 shrubs, and 800 square feet of flowering gardens.

(2) The applicant shall provide a continuous landscape strip that is a minimum of eight feet in width between every four rows of parking which contain five or more cars per row. A minimum of one canopy tree equal to 10 plant units shall be provided for each 40 feet of length or fraction thereof of the landscape strip. A minimum of two plant units of shrubs shall be provided for each 10 feet of length of the landscape strip.

Response: N/A

(3) The applicant shall provide the following planting islands if the size of the parking area warrants such islands:

a. A planting island that is a minimum of 200 square feet in size shall be provided at each end of all parking rows that contain 12 or more parking spaces.

b. A planting island that is a minimum of 100 square feet in size shall be provided in the interior of any parking row that is greater than 100 feet in length, and for each 100 lineal feet or fraction thereof of length of the parking row.

All planting islands shall include one canopy tree equal to 10 plant units, and other appropriate landscaping material that accentuates the appearance of the planting island.

Response: There are 3 planting islands located in the proposed parking lot; within the planting islands, there are 2 canopy trees, 20 shrubs, and 80 square feet of flower gardens. (One of the planted islands does not have a canopy tree due to the presence of a sidewalk and the lack of soil volume necessary to sustain a tree.)

(4) The Planning Board shall encourage and may require the use of a vegetated landscape berm to lessen the visual impact of parking areas that are located to the front or side of a structure. A landscape berm that is 30 inches or more in height shall be equal to 20 plant units per 100 lineal feet or fraction thereof of berm. A landscape berm that is 15 inches or more in height shall be equal to 10 plant units per 100 lineal feet or fraction thereof of berm.

Response: No berms are proposed.

(5) Notwithstanding the above provisions, the applicant may submit and the Planning Board may consider an alternative landscape plan for the siting of landscape areas that provides an equal or greater amount of landscaping required by this division.

Response: Acknowledged

Sec. 102-1190. Curb cuts and site access. [Ord. No. 48-2001, 1-23-2001; Ord. of 1-29-2008(2)]

The purpose of these standards is to allow the minimum number of curb cuts (points of site access) on a site to enable its safe and efficient use, and to assist in retaining safe and efficient traffic patterns on the City's main road corridors, particularly Route 3/Belmont Avenue/Main Street and Lincolnville Avenue. The Planning Board shall consult with the department of public safety, department of public works, City engineer (if City engineer is involved with review of the project), and MDOT (if required by state standards) in making a decision regarding the location and number of curb cuts.

(1) Safe unobstructed access to and from the site shall occur by providing an adequate number, design and location of access points with respect to sight distances, intersections, traffic generators, all types of vehicles having occasion to enter the site and adjoining properties.

Response: One right-turn only entrance adjacent to one right-turn only exit are located on Route 3/Belmont Ave. Additional access is provided to the gas station via a 26' connecting road.

(2) All properties in existence on or before January 23, 2001 that have no existing curb cuts or only one existing curb cut shall be restricted to one main (two-way) curb cut onto Route 3/Belmont Avenue/Main Street, Lincolnville Avenue, or Starrett Drive. The Planning Board may grant an exception to this standard for properties that have 500 feet or more of frontage.

Response: The proposed entrance/exit on Route 3 is located at the one existing curb cut.

(3) All properties that were developed on or before January 23, 2001 that have two or more existing curb cuts may retain the existing curb cuts to serve the existing development, an expanded development or a change of use, if the Planning Board finds the following:

a. That the existing curb cuts are critical to allow the safe and efficient use of the site;

b. That the applicant has fully examined alternatives that could result in the elimination of one or more of the existing curb cuts, and the board finds that there is no reasonable alternative to retaining the present curb cuts; and

c. That the applicant has fully examined and implemented, when deemed practical by the Planning Board, alternatives that allow the joint use of one or more of the access drives, or that the applicant has provided a means to connect the existing site to one or more of the adjacent sites. If the board does not make a positive finding that the above requirements are met, the applicant shall be required to eliminate one or more of the existing curb cuts to bring the existing nonconforming property into greater conformance with City requirements.

Response: N/A

(4) The Planning Board may allow the use of one or more restricted access right-turn entrance or exit only lanes, provided that the board makes the following findings:

a. The restricted lane will benefit traffic circulation and safety on the main road, Route 3/Belmont Avenue/Main Street, Lincolnville Avenue, Starret Drive or an internal access drive;

b. The restricted lane will benefit internal traffic circulation;

c. The site has 250 feet or more of frontage; and

d. There is adequate separation between the restricted lane and other curb cuts on the site and on other sites in project area.

<u>Response</u>: A restricted access right-turn entrance and exit only lanes are proposed. The site has 250 feet of frontage. There is 156 feet between the gas station curb cut and the proposed curb cut and 138 feet between the proposed curb cut and Hatley Road. See the Traffic Report for additional information.

(5) The applicant shall provide a minimum separation of 75 feet between all curb cuts, and 150 feet or more of separation is preferred. The Planning Board may waive this requirement for good cause, as demonstrated by the applicant, if no reasonable alternative exists.

<u>Response</u>: The curb cut separation exceeds 75 feet.

(6) All means of ingress/egress (site access points) onto a public road shall be designed according to the following standards of safe sight distance. The CEO or Planning Board, however, shall not use this section as the sole criterion for rejecting an application unless all possible ingresses/egresses are deemed to be unsafe due to poor sight distances.

Posted Speed Limits	**Minimum**	**Recommended**
(in mph)	**(in feet)**	**(in feet)**
25	175	250
30	210	300
35	245	350
40	280	400
45	315	450
50	350	500
55	385	550

All means of ingress/egress (site access points) onto a private access drive shall satisfy the above standards to the greatest extent practical. The CEO or Planning Board shall be responsible for determining what constitutes to the greatest extent practical.

<u>Response</u>: The posted speed limit on the segment of Belmont Ave in the vicinity of the proposed site drive is 40 mph, thus a sight distance of 400 feet is recommended. Sight distance from the proposed right-in/right-out access was measured to be 800 feet looking left. Sight distance looking right is not considered as left turns would be prohibited with the existing raised median island. As such, sight distance from the proposed access drive exceeds the recommended minimum.

(7) The applicant shall provide direct connections and safe street crossings to adjacent land uses and properties, and allow the shared use of these connections, unless the Planning Board deems that one or more of the connections are not appropriate. The direct connection(s) shall involve the construction of the needed access way or the reservation of the right-of-way to an adjacent parcel. If the project involves the reservation of a right-of-way, the Planning Board may require the applicant to escrow funds to construct the connection at a future date.

<u>Response</u>: A connection is provided to the adjacent as station.

(8) An applicant shall identify how bicycle and pedestrian access to the site can occur, and shall examine the amount of bicycle and pedestrian use of the site that may occur. This analysis shall consider the factors such as the following: the extent of bicycle and pedestrian facilities that exist in the area at the time of application; the potential need for such facilities in the area; City or state plans to construct or designate bicycle and pedestrian facilities in the area; and how bicycle and pedestrian use of the area can be achieved. The code enforcement officer or Planning Board shall review this analysis and determine if the applicant must construct improvements to facilitate bicycle or pedestrian access to the site.

Response: Pedestrian connections are provide between the existing sidewalk and the front facing entrance and to the parking lot. Bike racks can be provided adjacent to the front or side entrances based on the potential need.

Sec. 102-1191. Internal circulation. [Ord. No. 48-2001, 1-23-2001]

An applicant shall provide safe internal circulation within the site for vehicles, pedestrians and bicyclists. The applicant shall comply with the following standards to help satisfy this requirement:

(1) To the maximum extent practical, pedestrians and vehicles shall be separated through the provision of a sidewalk or walkway. Where complete separation of pedestrians and vehicles is not feasible, potential hazards shall be minimized by using landscaping, special paving, striping, signage, and other means to clearly delineate pedestrian areas.

Response: A 5 foot wide sidewalk is provided for pedestrian safety.

(2) The applicant shall provide unobstructed vehicular access to and from a public street for all off-street parking spaces, and shall provide well-defined circulation routes for vehicles, pedestrians and bicycles. Further, all entrances and exits to the site and any parking area shall be located an adequate distance from the public way to eliminate queueing of motor vehicles into the public way.

Response: Unobstructed vehicle access to a public street is provided. See Traffic Report for a review of the impact to queueing on Route 3.

(3) Standard traffic control signs and devices shall be used to direct traffic where necessary throughout the site and the parking areas.

Response: Traffic control signs are located on the Site Plan.

(4) The site layout and design shall anticipate the needs of users and provide continuity between vehicular circulation, parking, pedestrians, and bicycle circulation. Pedestrian drop-off areas shall be provided where needed, particularly for uses that serve children or the elderly.

Response: No drop-off areas are proposed.

(5) The site layout and design shall consider how truck circulation will occur throughout the site, and shall ensure that such circulation does not adversely impact vehicular, pedestrian and

bicycle safety. All loading and off-loading areas shall occur in locations or at times that do not affect public safety.

Response: The dumpster and recycling bins have been positioned to allow appropriate and safe solid waste truck circulation.

(6) The applicant, if deemed appropriate by the Planning Board, shall provide amenities, such as bicycle racks, to encourage bicycle use.

Response: A bicycle rack can be located near the entrance to the building.

Sec. 102-1192. Utilities. [Ord. No. 48-2001, 1-23-2001]

A nonresidential use shall provide adequate utilities and services that comply with requirements of this section.

(1) The use shall have a water supply of adequate quality and quantity. A water supply may be a private well, a central water supply approved by the state department of human services, or a public water supply. An applicant, however, shall be required to connect to the public water supply unless the Planning Board, after consultation with the City water district, determines that the cost of the extension is prohibitive for the use proposed, and that a good quality and quantity private source of water can be provided.

Response: A letter from the Belfast Water District has been received indicating there is sufficient capacity to serve the proposed development.

(2) The use shall have an approved method of sewerage disposal. Private sewage disposal may be used provided the system satisfies City subsurface wastewater disposal ordinance and state requirements. No permanent use may use portable toilets for sewage. Public sewage disposal may be used subject to approval of the City. A nonresidential use located within 750 feet of a public sewer system shall connect to the system unless the Planning Board determines the cost of the extension is prohibitive for the use proposed and a good quality method of private sewage disposal can be provided.

Response: An email has been provided by Olver Associates, Inc., indicating the City's wastewater treatment plant has sufficient capacity to treat this planneed project.

(3) All electric, telephone, television, and similar service shall be located underground, unless the Planning Board determines the underground service is cost prohibitive, may adversely impact natural resource features on the site, and there are well located existing overhead services to adjacent properties.

Response: Utilities to the proposed buildling will be located underground.

(4) All satellite dishes, microwaves, and similar structures used for transmission or reception purposes shall be located to minimize adverse visual impacts. The planning board shall consider that functional requirements for this equipment in rendering a decision regarding the location of such equipment.

Response: No satellite dishes, microwaves, or similar structures are proposed.

Sec. 102-1193. Noise. [Ord. No. 48-2001, 1-23-2001]

(a) Excessive noise at unreasonable hours shall be required to be muffled so as not to be objectionable due to intermittence, beat, frequency, shrillness or volume (refer to table below). The maximum permissible sound pressure level of any continuous, regular or frequent source of sound produced by any commercial or industrial activity regulated by this division shall be established by the time period and type of land use listed below. Sound pressure levels shall be measured on a sound level meter at all major lot lines of the proposed site, at a height of at least four feet above the ground surface.

	Sound Pressure Level Limit	
	7:00 a.m.—9:00 p.m.	**9:00 p.m.—7:00 a.m.**
Commercial activities	60 db(A)	55 dB(A)
Industrial activities	70 db(A)	55 db(A)

The levels specified above may be exceeded by 10 dbA for a single period, not longer than 15 minutes, in any one day.

Noise shall be measured with a sound level meter meeting the standards of the American National Standards Institute (ANSI S1 4-1961) "American Standard Specification for General Purpose Sound Level Meters". The instrument shall be set to A-weighted response scale and at the meter to the slow response. Measures shall be conducted in accordance with ANSI S1 2-1962 "American Standard Method for the Physical Measurements of Sound", or such standard as may be amended from time to time. The City code enforcement officer, however, may use a portable sound meter available to the City to establish potential noise levels. If the code enforcement officer registers a noise level that is either near to or greater than the above standards, the officer may use these results to require the property owner to conduct a sound level analysis from a licensed engineer that fully complies with the above standards and to present these results to the code enforcement officer for analysis. Further, the planning board may require a noise level study for any use which requests a permit from the City.

Response: No noise pollution is anticipated.

(b) No person shall engage in, cause, or permit any person to be engaged in very loud construction activities on a site (active construction area) located within 750 feet of any residential use between the hours of 8:00 p.m. of one day and 7:00 a.m. of the following day. Construction activities shall be subject to the maximum permissible sound level specified for industrial districts for the periods within which construction is to be completed pursuant to any applicable building permit. The following uses and activities shall be exempt from the sound pressure level regulations:

(1) Noises created by construction and maintenance between 7:00 a.m. and 8:00 p.m.

(2) The noises of safety signals, warning devices and emergency pressure relief valves and any other emergency activity.

(3) Traffic noise on existing pubic streets, railways or airports.

Response: Acknowledged

Sec. 102-1194. Dust, fumes, vapors and gases. [Ord. No. 48-2001, 1-23-2001]

The emission of dust, dirt, fly ash, fumes, vapors and gases which could endanger human health, animals, vegetation, or property, or which could soil or stain persons or property, at any point beyond the lot line of the nonresidential establishment creating that emission shall be prohibited. All such activities also shall comply with applicable federal and state regulations.

Response: No air pollution is anticipated.

Sec. 102-1195. Odor. [Ord. No. 48-2001, 1-23-2001]

No land use or establishment shall be permitted to produce offensive or harmful odors perceptible beyond their lot lines, whether at ground or habitable elevation.

Response: No odor pollution is anticipated.

Sec. 102-1196. Glare/lighting. [Ord. No. 48-2001, 1-23-2001]

The purpose of this standard is to focus on the physical effects of lighting, as well as the effect that lighting may have on a surrounding area. Exterior lighting shall be evaluated to ensure that the functional and security needs of the project are met in a way that does not adversely affect the adjacent properties and surrounding area. No nonresidential use shall be permitted to produce a strong, dazzling light or reflection of that light beyond its lot lines onto neighboring properties so as to diminish a person's enjoyment of their property, or onto any City way so as to impair the vision of the driver of any vehicle upon that City way.

The following chart identifies minimum lighting levels for outdoor facilities used at night (Illuminating Engineering Society Lighting Handbook).

Area/Activity	**Footcandle**
Around the building	1.0
Walkways along roadside	0.9
Pedestrian stairways	0.3
Loading and unloading platforms	5.0
(Provided there is a barrier that separates this platform from an abutting residential use)	
Parking areas	1.0

Lighting of a nonresidential site shall comply with the following standards:

(1) Background spaces like parking shall be illuminated as unobtrusively as possible to meet the functional needs of safe circulation and/or protecting people and property. Foreground

spaces, such as building entrances and plaza seating areas, shall use local lighting that defines the space without glare.

Response: Acknowledged. Please see Photometric Plan.

(2) Light sources shall be concealed and fully shielded and shall feature sharp cut-off capability so as to minimize up-light, spill-light, glare and unnecessary diffusion on adjacent property.

Response: Three light poles with cut-off fixtures are proposed for the parking lots and recessed lights under the eaves surrounding the building.

(3) The style of light standards and fixtures shall be consistent with the style and character of architecture proposed on the site. Poles shall be anodized or otherwise painted to minimize glare from the light source.

Response: Please see Exhibit 9 of the submittal for information from Swaney Lighting for the light fixture spefications.

(4) Light sources must minimize contrast with the light produced by surrounding uses, and must produce an unobtrusive degree of brightness in both illumination levels and color rendition. Incandescent and high pressure sodium light sources all can provide adequate illumination with low contrast and brightness and are permitted light sources if the light source is consistent with the other standards.

Response: Acknowledged. Specified light fixture are LED light sources.

(5) Light levels measured 20 feet beyond the property line of the development site shall not exceed 0.1 footcandle as a direct result of the on-site lighting.

Response: Standard met, See Photometric Plan in Section 9.

(6) Outdoor display lots for vehicle sales and leasing shall comply with the requirements of this section. In addition, display illumination shall be reduced within 30 minutes after closing so that the remaining illumination levels are sufficient for security purposes only.

Response: N/A

(7) Upon request of the applicant, the planning board may approve an alternative lighting plan that may be substituted in whole or in part for a plan meeting the standards of this section.

Response: Acknowledged

(8) The code enforcement officer may use the above standards to determine if an existing use (a use that existed on or before January 23, 2001) complies with these lighting requirements. If an existing use does not comply, the code enforcement officer and the property owner shall examine feasible alternatives to achieve greater compliance with the requirements of this section. This may include the code enforcement officer preparing a compliance plan that requires the existing use to change existing lighting within a three-year time period of the issuance of a compliance order.

Response: Acknowledged

Sec. 102-1197. Stormwater management. [Ord. No. 48-2001, 1-23-2001]

The applicant shall be responsible for controlling surface water run-off and detaining it on-site to the greatest extent practical. Further, the applicant shall maintain the natural state of watercourses, swales, floodways or right-of-ways to the greatest extent practical in constructing site improvements. The applicant shall comply with the standards identified in chapter 98 in managing stormwater.

Response: See Section 10: Stormwater Management Plan

Sec. 102-1198. Wetland impact. [Ord. No. 48-2001, 1-23-2001]

The applicant shall be responsible for identifying all on-site wetlands and avoiding or minimizing adverse impacts, to the greatest extent practical, on both on-site wetland bodies and wetland bodies located on adjacent parcels. At a minimum, the applicant must demonstrate compliance with all provisions of the state Natural Resources Protection Act (NRPA) and chapter 82 of this Code. The planning board, however, shall not use adverse impacts on wetland resources as the sole reason to deny a project. The planning board also has the authority to require an applicant to prepare a functional analysis of wetland values and how a proposed project may affect such wetland values. This analysis also must identify potential methods to avoid, minimize or mitigate the wetland impact.

Response: See the Wetland Delineation Report included as Exhibit 7 by Cole Peters, PWS, of Sebago Technics on September 26, 2022. A Natural Resource Protection Act Tier 1 Permit application will be submitted to Maine Department of Environmental Protection for 8,790 square feet of wetland impact. A permit for 6,121 acres of wetland impact was approved in 2000, and the current proposal includes 8,790 square feet of impact for a total of 14,911 square feet of wetland impact.

Sec. 102-1199. Floodplain impact. [Ord. No. 48-2001, 1-23-2001]

The applicant shall comply with all requirements of chapter 78, article II, and shall avoid, to the greatest extent practical, creating any adverse impacts on a floodplain resource.

Response: The Flood Insurance Rate Map (FIRM) for the City of Belfast (Community Panel 23027C0442E, dated July 6, 2015) identifies the project site to be in Zone X, an area determined to be outside the 500-year flood. Please see the attached flood map.

Sec. 102-1200. Soils. [Ord. No. 48-2001, 1-23-2001]

The soils on the site shall be adequate to support the intended purpose. The planning board may require the applicant to provide a high intensity soil survey to assist the board in analyzing soil quality.

<u>Response</u>: A Class 'D' Medium Intensity Soil Survey published by the United States Department of Agriculture, Natural Resources Conservation Service has also been attached. The soils were identified as Peru, Swanville, and Udorthents-Urban land series, with Hydrologic Soils Group C/D, C/D, and unknown respectively. The soils within the HSG C/D were assumed to be D due to the closeness of the groundwater table to the surface as evident by the wetlands on-site. The Udorthents-Urban land series is unknown due to the presence of historical fill, and was assumed to be within HSG C. Please see the soil map included.

Sec. 102-1201. Soil erosion and sedimentation control. [Ord. No. 48-2001, 1-23-2001]

The applicant shall minimize the erosion of soil and the sedimentation of watercourses and waterbodies to the greatest extent practical by instituting the best management practices identified in chapter 98. Further, the applicant, during project construction, shall maintain all soil erosion and sedimentation control measures that are constructed in good working condition.

<u>Response</u>: See Exhibit 10: See the grading and utility plan and the erosion and sedimentation control plan and details.

Sec. 102-1202. Solid waste collection and disposal. [Ord. No. 48-2001, 1-23-2001]

The applicant shall provide an acceptable method to collect and dispose of all solid wastes and recyclables generated on the site in a timely manner and in an environmentally friendly way. The applicant also must demonstrate that the method of collecting and disposing of these wastes will not cause an unreasonable burden on the City's ability to process such wastes. Further, the applicant shall screen all refuse and recycling facilities from public view by the construction of a four-sided solid enclosure, and the facilities shall be located to avoid potential adverse impacts on any adjacent residences. The enclosure (fence/wall) must be a minimum of six feet in height.

<u>Response</u>: A 12' x 20' enclosure will screen one solid waste dumpster and one recycling dumpster.

Sec. 102-1203. Explosive materials and chemical and fuel storage facilities. [Ord. No. 48-2001, 1-23-2001]

The applicant shall construct storage facilities for highly flammable or explosive liquids, solids or gases, fuel, chemicals, chemical or industrial wastes, or potentially harmful raw materials that comply with all applicable state and federal requirements. Further, all such facilities shall be located away from residences to the greatest extent practical.

<u>Response</u>: Two 1,000 gallon propane tanks will be located underground. See the Site Plan.

Sec. 102-1204. Hazardous wastes. [Ord. No. 48-2001, 1-23-2001]

The applicant shall properly collect, store and dispose of any hazardous wastes that may be generated by use of the site, or that are found during project construction. The applicant shall comply with all applicable state and federal requirements in the collection, storage and disposal of such wastes and shall inform the City code enforcement officer and City fire chief of the approved method to handle such wastes and any orders that may be issued regarding the handling of such wastes.

Response: N/A

Sec. 102-1205. Construction of off-site improvements. [Ord. No. 48-2001, 1-23-2001]

The planning board shall require the applicant to construct off-site improvements if the board determines such improvements are specifically required to address a public health, safety or welfare concern caused by the proposed project. Off-site improvements may include but are not limited to improvements to public or private roads, pedestrian and bicycle amenities (e.g. sidewalks) and stormwater facilities. The need and extent of required improvements shall be identified through the planning board's analysis of the following: information included on the applicant's site plan; an impact statement that may be required of an applicant (reference section 102-1206); and/or direction provided in City or state plans.

Response: Acknowledged

Sec. 102-1206. Impact on municipal facilities and services. [Ord. No. 48-2001, 1-23-2001]

The planning board may require the applicant to participate in municipal infrastructure and/or service system improvements when it is demonstrated the applicant's proposed development will result in an adverse impact or decline in the level of service of any existing municipal or state infrastructure system or service. The planning board is authorized to assess and establish infrastructure or service system improvements the applicant may be required to undertake or pay for to mitigate the amount of negative impact or decline in the level of service. The planning board shall use the following guidelines in making this decision:

(1) Conducting the assessment. In conducting the impact assessment, the planning board shall consider the following:

a. The status of the system and service in the adopted comprehensive plan and capital improvement program relative to any planned improvements and scheduling.

b. The net effect of the proposed development on the capacity of the infrastructure or service system, indicating the percentage share used by the development.

c. A cost estimate for improvement of this infrastructure or service system so as to meet the increased demand, and a breakdown of the applicant's share of that cost.

d. An assessment of public water and sewer system improvements provided or planned by the appropriate agencies.

(2) Improvement responsibilities. When an applicant's share of infrastructure and or service system impact has been established by the planning board, the board shall select the method in which the applicant must participate in the infrastructure and/ or service system improvement. The following two alternatives are available:

a. The applicant must agree to make the necessary infrastructure and/or service system improvements, establish a construction or service schedule, and post a performance guarantee to cover all associated costs. The applicant may recover the improvement costs within 10 years after improvements are made. For the applicant to recover these costs, subsequent developments must realize a benefit by using the infrastructure and/or service system improvement financed by the applicant. Cost reimbursement for the applicant shall be established as subsequent developments go through the City use permit, site plan or subdivision review process. The board shall use the same process in arriving at the appropriate cost share for subsequent development.

b. The City must agree to complete the improvements. The applicant shall pay the required share of the cost to the City at the time of approval of the use permit, which shall be held in a reserve fund until the improvement is completed in accordance with the scheduled capital improvement of the City. If the improvement is not completed within 10 years, the fee plus the accrued interest must be returned to the applicant.

Response: Acknowledged

Sec. 102-1207. Performance guarantees for required improvements. [Ord. No. 48-2001, 1-23-2001]

The applicant shall post an acceptable performance guarantee with the City to ensure all improvements required as conditions of issuing a Route 3 use permit are constructed. The Planning Board shall determine the type and amount of performance guarantee that is required. A performance guarantee shall be one or more of the following:

(1) The applicant shall post an escrow account or irrevocable letter of credit with the City to pay the estimated cost equal to City expenses to regrade, stabilize, reseed, or revegetate a site disturbed by construction activities if the project is not completed. Escrow funds shall be deposited by construction activities if the project is not completed. Escrow funds shall be deposited in an account established specifically for this project. The guarantee is subject to release by the City upon a written finding from the code enforcement officer or City engineer that all plan requirements have been satisfied and an occupancy permit issued. The City may expend funds from the guarantee upon a written determination from the code enforcement office or City engineer that the project activities, such as site clearing and grading have been started, but no further construction activity has occurred. The City decision to expend funds will only be made sooner than one year after issuance of the building permit if the code enforcement officer or City engineer determines the applicant's failure to restabilize the site will result in significant adverse impacts on the site or surrounding properties.

(2) The applicant shall enter a binding agreement with the City such that a building permit shall not be obtained until all public improvements and plan conditions are satisfied. The code

enforcement officer or City engineer shall submit a statement in writing to the City planner certifying that all improvements have been completed. The City planner, upon receipt of such certification, may determine that terms of the binding agreement have been satisfied, and that the guarantee should be released, and a building permit may be granted by the code enforcement officer.

(3) The applicant shall post an escrow account, performance bond, or irrevocable letter of credit with the City equal to 125% of the cost of all required improvements, particularly public improvements. This guarantee shall not be released and no occupancy permit shall be issued until the code enforcement officer or City engineer submits a statement to the City planner certifying that all improvements have been completed. The City planner, upon receipt of such certification, may determine that the terms of the performance guarantee have been satisfied, and that the guarantee should be released, and an occupancy permit may be granted by the code enforcement officer. The City may expend funds from the escrow account, performance bond, or irrevocable letter of credit upon a written declaration from the code enforcement officer or City engineer that the required improvements have not been satisfactorily completed. The City shall provide the applicant a minimum of 15 days of advance notice in writing prior to any City expenditure of the performance guarantee.

Response: Acknowledged

Sec. 102-1208. Determination of project ownership and mechanism to construct and maintain required improvements. [Ord. No. 48-2001, 1-23-2001]

The applicant shall identify the owner and developer of the project and who will assume responsibility for the construction, operation and maintenance of all required improvements. The Planning Board shall ensure the proposed ownership has the technical and financial resources to successfully complete and maintain all required project improvements. All proposals to establish a condominium form of ownership to manage the project shall require Planning Board review and approval of the condominium documents.

Response: A letter of financial capacity from Waldron H. Rand & Company, P.C. is included as Exhibit 3.

Sec. 102-1209. Handicap accessibility. [Ord. No. 48-2001, 1-23-2001]

The applicant shall provide site improvements, such as but not limited to adequately sized and located parking and curbing, to ensure handicap accessibility. The applicant shall be responsible for identifying and obtaining needed permits and constructing all facilities needed to satisfy state and federal requirements regarding handicap accessibility.

Response: Two accessible parking spaces and accessible routes to the entrances are provided.

Sec. 102-1210. Specific standards for drive-through windows and service windows (restaurants, banks, drug stores, etc.). [Ord. No. 48-2001, 1-23-2001; Ord. No. 12-2005, 8-3-2004]

(1) New drive-through windows and service windows. A drive-through or service window that is constructed after January 23, 2001, shall comply with the following standards:

(a) A drive-through window (including the order window, board or area and the pick-up window) and service window shall not be located on the side of the building that faces the main public access road or an internal service road.

(b) A drive-through window (including the order window, board or area and the pick-up window) and service window shall not be located to the front of the building, and shall be located to the side or rear of the building.

(c) The queueing lane for a drive-through window or service window shall be separated from the remainder of the site and the parking area by a raised island that is a minimum of eight feet in width and which is attractively planted to create a visual buffer.

(d) The level of noise generated from a service window or order station shall not cause an adverse impact on any abutting residential property.

(2) Existing drive-through and service windows. An existing drive-through or service window on a structure that was constructed prior to January 23, 2001, shall be exempt from the section 102-1210(1) standards. In addition, notwithstanding the structure setback and bufferyard requirements established in sections 102-1183 (front), 102-1184 (side) and 102-1185 (rear), an existing drive-through or service window may be expanded, provided the drive-through or service window is setback a minimum of 15 feet from any lot line, and provided the applicant complies with the section 102-1186 minimum bufferyard planting requirements to the maximum extent practical, as determined by the Planning Board.

<u>Response</u>: A drive-through or service window is not proposed.

Sec. 102-1211. Specific standards for uses that have a canopy associated with a drive-through or service area. [Ord. No. 48-2001, 1-23-2001; Ord. No. 12-2005, 8-3-2004]

(1) New canopies. A canopy that is constructed after January 23, 2001, shall be located to the side or rear of the main structure, and the canopy shall be incorporated into the design of the main structure, which may include physically connecting the canopy to the main structure. The Planning Board, by a majority vote of 75% of the board, has the authority to waive this standard. An applicant that seeks a waiver shall submit plans for review by the Planning Board that identify options to construct a canopy. At least one of the options must identify a canopy that is located to the side or rear of the main structure.

(2) Existing canopies. Notwithstanding the structure setback and bufferyard requirements established in sections 102-1183 (front), 102-1184 (side) and 102-1185 (rear), an existing canopy on a structure that was constructed prior to January 23, 2001, may be expanded, provided the canopy is setback a minimum of 15 feet from any lot line, and provided the

applicant complies with the section 102-1186 minimum bufferyard planting requirements to the maximum extent practical, as determined by the Planning Board.

Response: No canopy is proposed.

Sec. 102-1212. Loading and off-loading areas and operations. [Ord. No. 48-2001, 1-23-2001]

All loading and off-loading areas and operations shall be located and conducted in such a manner as to protect public safety and to minimize potential adverse impacts on neighboring residences. The following standards shall apply:

(1) The loading facility and area shall be located to the side or rear of the main structure and shall not be visible from a main public access road. Further, the applicant shall discourage public/customer use of the area that is devoted to loading facility operations.

(2) The loading facility shall be screened from any abutting residential uses and the operation of such facilities shall not cause noise, odors, light, or similar adverse impacts on abutting residential uses. The applicant shall install fencing, landscaping, berming or similar improvements, and shall locate the facility an adequate distance from the abutting property line to minimize the amount of potential adverse impacts. Further, the owner shall control the noise and odors generated by trucks that are using the loading facility.

(3) The applicant shall not use any containerized van that is not incorporated into the structure as a method of storing any materials. Further, such vans shall not be kept on a site for a period longer than is necessary to load or unload the containerized van.

Response: There is no loading facility proposed.

Sec. 102-1213. Nonconforming size of use or size of structure. [Ord. No. 48-2001, 1-23-2001]

Section 102-768(1) of the Route 3 Commercial District establishes that no single retail store (use) and no structure in which a retail store (use) or stores (uses) are located can be greater than 75,000 square feet. Section 102-768(4) of the Route 3 Commercial District also establishes that a shopping center, including mixed use development (service, retail, restaurant, and/or office in the same complex), is a permitted use, provided that no single shopping center structure is greater than 75,000 square feet. The City recognizes that on January 23, 2001, there may be one or more uses or structures that do not conform to the standards of section 102-768(1) or (4). A use or structure that existed on or before January 23, 2001 that does not satisfy one or more of the maximum size standards identified in section 102-768(1) or (4) may expand by a maximum of 25% over the lifetime of the use or the structure. The applicant shall comply, to the greatest extent practical as determined by the planning board, with all other performance standards of this division in constructing the expansion.

Response: N/A

(1) Pollution. The proposed development will not result in undue water or air pollution. In making this determination, consideration shall be given to:

a. The elevation of the land above sea level and its relation to the floodplain(compliance with chapter 78, article II).

Response: The project is not located in FEMA floodplains. Please see the Flood Map Exhibit in Section 7.

b. The nature of soils and subsoils and their ability to adequately support waste disposal.

Response: Please see the Soil Survey Map Exhibit in Section 7.

c. The slope of the land and its effect on effluents.

Response: The development layout and stormwater features have been designed to integrate with the terrain of the land to the greatest extent practicable. Slopes on-site are gentle in the previously cleared area, ranging from 0% to 3%, and steepening up to 10% to 20% in the approach to the wetlands, and then flattening to 0% to 3% again within the wetlands. The proposed grading has been designed to drain stormwater runoff away from the proposed building to then collect in a series of catch basins before entering a Stormtech Chamber system. The chamber system provides the safe detention and controlled release of the runoff to match the pre-development peak flow rates by gradually discharging it into the wetland complex. Please see Exhibit 10, Stormwater Management.

d. The availability of streams for disposal of effluents.

Response: The development layout and features will allow for the safe detention and controlled release of runoff to match the pre-development peak flow rates for discharge into the wetland complex. Please see Exhibit 10, Stormwater Management.

e. The applicable state and local health and water resource rules, regulations and codes.

Response: All water and sewer improvements will be constructed in accordance with applicable state and local health and water resources rules, regulations, and codes.

(2) Sufficient water. The proposed development has sufficient water available for the reasonable foreseeable needs of the development and will not unreasonably affect other existing local drinking water resources.

Response: Through the Belfast Water District, a sufficient and healthful water supply is available for the development. New water service for the building will be built using the Belfast Water District's specified materials, and the District will provide a separate service on the street. Please see the Water Capacity Exhibit in Section 5.

(3) Municipal water supply. The proposed development will not cause an unreasonable burden on an existing municipal water supply, if one is to be used.

Response: The anticipated usage for the urgent care medical building is not expected to be a burden to existing water resources, and the Belfast Water District has advised that sufficient capacity is available to serve the proposed development. Please see the Water Capacity Exhibit in Section 5.

(4) Soil erosion and sediment control. The proposed development will not cause unreasonable soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy condition results. The criteria in Maine Erosion and Sediment Control Handbook for Construction, Best Management Practices, prepared by Cumberland County SWCD and the state department of environmental protection, 1991, shall be followed.

Response: The project design will not cause unreasonable soil erosion or reduction in the capacity of the land to hold water so that dangerous or unhealthy conditions may result. Areas of disturbance have been minimized to the greatest extent practicable. Erosion and sedimentation measures have been outlined in the attached plan set that emphasizes the installation of sedimentation barriers and vegetation to minimize potential erosion from development activities during and after construction.

(5) Highway or public road congestion. The proposed development will not cause unreasonable highway or public road congestion or unsafe conditions with respect to the use of the highways or public roads existing or proposed, and, furthermore, the developer has made adequate provision for traffic movement of all types into, out of or within the development area. The board shall consider traffic movement both on-site and off-site. Before issuing a permit, the board shall find that 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. A traffic study may be required.

Response: The proposed project will not result in unreasonable road congestion or unsafe conditions. Please see Exhibit 6 for a Traffic Memorandum dated ? from Sebago Technics Inc.

(6) Sewage waste disposal. The proposed development will provide adequate sewage waste disposal in compliance with federal, state and local laws, rules, ordinances and regulations.

Response: The proposed development would connect to the existing 12-inch main sewer located within Belmont Avenue in accordance with all laws, rules, ordinances, and regulations. Please see the plan set.

(7) Municipal solid waste and sewage waste disposal. The proposed development will not cause an unreasonable burden on the City's ability to dispose of solid waste and sewage. If municipal services are to be utilized, a letter from the City indicating current capacity and availability of municipal sewer shall be
submitted for the record.

Response: The proposed development will not unreasonably burden the City's ability to dispose of solid waste and sewage. The Belfast Wastewater Treatment Facility has advised that estimated maximum design flow and anticipated actual daily flows would not be an issue for any downstream pump stations or the City's sewer system. Please see Exhibit 5, Utilities.

(8) Aesthetic, cultural and natural values. The proposed development will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, archeological sites, significant wildlife habitat identified by the state department of inland fisheries and wildlife or the City as
rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline.

Response: No undue adverse effect on scenic or natural beauty areas, aesthetics, historic sites, rare, irreplaceable natural areas, or any public rights for physical or visual access to the shoreline is associated with the project.

(9) Conformity with City ordinances and plans. The proposed development conforms with the floodplain regulations (chapter 78, article II), the comprehensive plan, the zoning regulations (chapter 102), the shoreland zoning regulations (chapter 82), the subdivision ordinance, and the technical standards (chapter 98).

Response: The project is in conformance with City ordinances and plans including floodplain regulations, the comprehensive plan, the zoning regulations, the shoreland zoning regulations, and the technical standards.

(10) Financial and technical capacity. The developer has adequate financial and technical ability to develop the project in a manner consistent with state and local performance, environmental and technical standards.

Response: The applicants have previous, successful development experience on similar projects, and the financial liquidity and technical ability to develop this project. Please see Exhibit 3, Financial Capacity.

(11) Surface waters; outstanding river segments. Whenever situated entirely or partially within the watershed of any pond or lake or within 250 feet of any wetland, great pond or river as defined in 38 M.R.S.A. chapter 3, subchapter I, article 2-B, the proposed development will not adversely affect the quality of that body of water or unreasonably affect the shoreline of that body of water.

Response: Impacts to wetlands were avoided when practicable by positioning site elements to maximize use of upland areas and limiting grading to avoid alternations when possible. The area of wetland alteration generally occurs along the driveway access and parking. The disturbance area was further minimized through the use of subsurface stormwater infrastructure, allowing the disturbance associated with the stormwater improvements to be entirely within the footprint of the proposed parking lot. Additionally, efforts were made to not fragment the wetland. The proposed impacts are along the edge of the wetland and the remaining wetland will not be disconnected or fragmented by the development.

(12) Groundwater. The proposed development will not, alone or in conjunction with existing activities, adversely affect the quality or quantity of groundwater or any public or private water source.

Response: The quality of groundwater is protected by proper installation of stormwater runoff and septic systems. The project is not located over a significant sand or gravel aquifer as identified by Maine Geological Survey.

(13) Flood areas. If the development or any part of it is located in a flood prone area, based on the Federal Emergency Management Agency's flood boundary and floodway maps and flood insurance rate maps and information presented by the applicant, then the developer shall determine the one-hundred-year flood
elevation and flood hazard boundaries within the development. All structures in the proposed development must be constructed with their lowest floor, including the basement, at least two feet above the one-hundred-year elevation.

Response: The project is not located in FEMA floodplains. Please see the Flood Map Exhibit in Section 7.

(14) Freshwater wetlands. All mapped freshwater wetlands within the proposed development shall be identified on plans submitted as part of the application.

Response: All mapped freshwater wetlands on the parcel of the proposed development have been outlined in the attached plan set.

(15) Rivers or streams. Any river or stream within or abutting the proposed development shall be identified on maps submitted as part of the application. For purposes of this section, the terms "river" and "stream" are defined as provided in section 90-1.

Response: Not applicable. The proposed development does not contain or abut any river or stream as defined in section 90-1.

(16) Stormwater. The proposed development will provide for adequate stormwater management.

Response: The development layout and stormwater features have been designed to integrate with the terrain of the land to the greatest extent practicable and provides for the safe detention and controlled release of runoff to match the pre-development peak flow rates. Please see Exhibit 10, Stormwater Management.

(17) Access to direct sunlight for abutting property owner for solar energy system. The planning board may, to protect and ensure access to direct sunlight for solar energy systems, prohibit, restrict or control development. The developer shall, on request of the planning board or code enforcement officer, submit
development plans which include either one or a combination of the following:
a. Restrictive covenants.
b. Height restrictions.
c. Increased setback requirements.

Response: Acknowledged.

(18) Solid waste management. The proposed development will provide for adequate disposal of solid wastes. All solid waste will be disposed of at a licensed disposal facility having adequate capacity to accept the project's waste.

Response: The proposed development will provide for adequate disposal of solid waste with a one solid waste dumpster and one recycling dumpster in a 12' x 20' enclosure located at the South end of the parking area. Please see the plan set.

(19) Exterior lighting. The proposed development will provide for adequate exterior lighting to provide for the safe use of the development in nighttime hours if such use is contemplated. All exterior lighting will be designed and shielded to avoid undue glare and adverse impact on neighboring properties and rights-of-way.

Response: The exterior lighting for the development has been designed to provide adequate lighting for its safe use during nighttime hours while avoiding undue glare and adverse impacts on neighboring properties. Please see Exhibit 9, Lighting.

(20) Buffering of adjacent uses. The development will provide for the buffering of adjacent uses where there is a transition from one type of use to another use and for the screening of service

and storage areas. The buffer may be provided by distance, landscaping, fencing, changes in grade, and/or a combination of these or other techniques.

Response: The design protects trees and follows existing terrain where practicable. Existing vegetation will be retained to provide buffering and landscaping will be used where practicable to provide additional buffering. Please see the plan set.

(21) Noise. The development will control noise levels such that it will not create unreasonable interference with use and enjoyment of neighboring properties.

Response: The proposed development will not create noise levels such that it would create unreasonable interference with the use and enjoyment of neighboring properties.

(22) Storage of materials.

a. Exposed nonresidential storage areas, exposed machinery, and areas used for the storage or collection of discarded automobiles, auto parts, metals or other articles of salvage or refuse shall have sufficient setbacks and screening, such as a stockade fence or a dense evergreen hedge, to provide a visual buffer sufficient to screen the proposed use from abutting residential uses and users of public streets.

Response: Not applicable. The purposed development does not contain any exposed storage or collection areas.

b. All dumpsters or similar large collection receptacles for trash or other waste shall be located on level surfaces which are paved or graveled. Where the dumpster or receptacle is located in a yard which abuts a residential or institutional use or a public street, it shall be screened by fencing or landscaping.

Response: One solid waste dumpster and one recycling dumpster for the development will be located in a 12' x 20' paved enclosure in the South end of the parking area. Dumpster area does not abut a residential or institutional use or a public street. Please see the plan set.

c. Where a potential safety hazard to children is likely to arise, physical screening sufficient to deter small children from entering the premises shall be provided and maintained in good condition.

Response: Not applicable. The purposed development does not contain exposed potential safety hazards to children.

(23) Landscaping. The development plan will provide for landscaping that breaks up parking areas, softens the appearance of the development and protects abutting properties from any significant adverse impacts of the development. (See chapter 98 for standards for landscaping parking lots.)

Response: A Landscape Plan prepared by a Maine Licensed Landscape Architect is included in the submission. The Landscape Plan has been designed to conform to the buffer yard standards and contains a mixture of deciduous and evergreen trees and shrubs and flowering perennials that are hardy in this location and are salt and urban tolerant.

(24) Buffering of residential uses.

a. Any lot within the urban compact line as now existing or as from time to time modified of the community that is used for nonresidential or multifamily residential purposes shall have a landscaped buffer on any property line that abuts a residential use or residentially zoned lot. The width of the buffer may vary depending on the treatment of the area. A buffer with dense planting, fencing, or changes in grade may be as little as five feet in width. A buffer with moderate levels of planting should be 10 feet to 15 feet in width.
b. In all residential settings, the width of the vegetated buffer should be increased to a minimum of 25 feet. Areas adjacent to service, loading, or storage areas should be screened by dense planting, berms, or a combination thereof.

Response: Not applicable. No residential properties abut the purposed development.

(25) Location of off-street parking. See chapter 98.

Response: The proposed development will include an off-street parking area with thirty-four parking spaces including two handicap spaces in accordance with local rules, regulations, and ordinances. See the plan set.

(26) Hazardous waste. The applicant shall demonstrate compliance with federal and state laws and regulations when hazardous waste is generated or stored on-site.

Response: The purposed medical facility will be in compliance with all federal and state laws and regulations pertaining to hazardous waste.

(27) Prevention or control of air pollution. No use shall be allowed which creates a substantial risk of air pollution, whether by dust, chemicals, odor or otherwise, which would pose a significant risk of harm to local populations within the City or injury to wildlife, vegetation or to property, or harm to use and
enjoyment or surrounding property. It is not the intent of this provision to merely require compliance with state or federal air quality standards, but rather to enforce a standard which may be more encompassing and strict than those state and federal standards as presently constituted.

Response: The proposed development does not create air pollution which would pose a significant risk of harm to local populations or injury to wildlife, vegetation or to property, or harm to use and enjoyment of surrounding property.

(28) Protection of public health and safety. The proposed development shall provide for safe and healthful conditions. No proposed use may be approved which creates a substantial risk of causing damage to the public health or welfare.

Response: The proposed development does not create a substantial risk of damage to the public health or welfare.

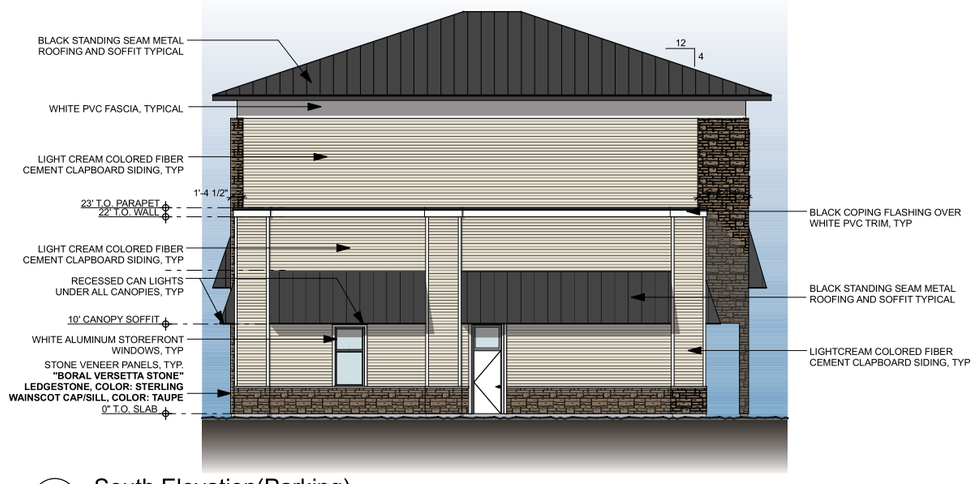
(29) Adequacy of waste disposal. The applicant shall clearly demonstrate to the planning board that all quantities and types of waste generated by the proposed use can be dealt with and disposed of while maintaining safe and healthful conditions.

Response: The proposed development will provide for adequate disposal of solid waste with a ten-foot by ten-foot dumpster located at the South end of the parking area. For sewage waste generated, the Belfast Wastewater Treatment Facility has advised that estimated maximum design flow and anticipated actual daily flows would not be an issue for any downstream pump stations or the City's sewer system. Please see the plan set and Exhibit 5, Utilities.

(30) Additional standards for development that may substantially affect the environment. Additionally, if the proposed development meets the definition of development that may substantially affect the environment, as defined in 38 M.R.S.A. § 481 et seq., then section 484, Standards for Development, chapter 371, Definition of Terms used in the Site Location of Development Law and Regulations, chapter 372, Policies and procedures, chapter 373, Financial Capacity Standard, chapter 374, Traffic Movement Standard, chapter 375, No Adverse Environmental Effect Standard, chapter 376, Soil Types Standard, and chapter 377, Review of Roads and/or Major Development, and the provisions of section 90-17 shall apply.

Response: N/A

1 North Elevation (Belmont Avenue)
SCALE: 1/8" = 1'-0"



2 South Elevation(Parking)
SCALE: 1/8" = 1'-0"

3 East Elevation (Parking)
SCALE: 1/8" = 1'-0"

4 West Elevation (Adjacent Property)
SCALE: 1/8" = 1'-0"

CONVENIENTMD EXTERIOR FINISH NOTES:

Pitched Roofs & Canopies: Standing Seam Metal Roofing, Pac-Clad "Snap Clad" or approved equal, Color: **Black**

Membrane Roof: Fully Adhered White .060 TPO Membrane on coverboard over R30 min polyiso rigid insulation,

Eave & Canopy Soffits: Pac Clad Aluminum Flush Soffit Panels or approved equal. Upper tower soffit color to match roof color. Lower canopy soffits to be white pvc beadboard, AZEK or approved equal.

Exterior Clapboard Siding: Pre-Finished James Hardie clapboard siding, 4" exposure. Color: Navajo Beige

Exterior Trim: 5/4 PVC, Azek or architect approved equal. Color white

Stone Veneer: Stone Veneer Panels "Boral Versetta Stone" Color/style to be confirmed with architect.

Aluminum Storefront: All Aluminum Storefront doors/windows shall be Kawneer 451T Thermally Broken aluminum storefront system or approved equal.
Two sets of glass exterior double doors with thermally broken aluminum frames with two ADA automatic door openers.
Color to be white

Rear Exit Door: Insulated Hollow Metal rear door with ADA push exit hardware, electric strike & FOB access control system.

Envelope Insulation:
-Low slope roof to be R30 min continuous between exterior insulated walls, ensuring continuity of all envelope insulation.
-Exterior Walls to be R26 (4") min Closed cell spray in place polyurethane insulation in stud cavity
-2" min rigid insulation from top of foundation footing to top of slab elevation on outside face of foundation wall, Reinforced Stucco finish over exposed foundation insulation.

Exterior Lighting:
Provide & Install recessed LED lighting fixtures in all canopies, overhangs at canopies/overhangs
Provide & Install Round recessed LED down lights around perimeter of upper & lower canopy/roof overhangs
Provide additional Linear LED wall wash down lights to graze down corner columns of tower.
Provide LED Wall pack lighting at rear doors
Provide Linear LED lighting above tower canopies per electrical drawings.

ARCHITECT:
KEVIN CORREIA ARCHITECTURE
KEVIN CORREIA ARCHITECTURE LLC
52 NASHUA STREET, SUITE 30
MILFORD, NH 03055
kcorreia@kcarchs.com | 603-255-3075

ENGINEER:

CLIENT:
convenientMD PRIMARY CARE
Corporate Office
111 New Hampshire Avenue,
Portsmouth, NH 03801
603-319-4490

PROJECT:
ConvenientMD
Urgent Care
20 Belmont Avenue
Belfast, ME 04915

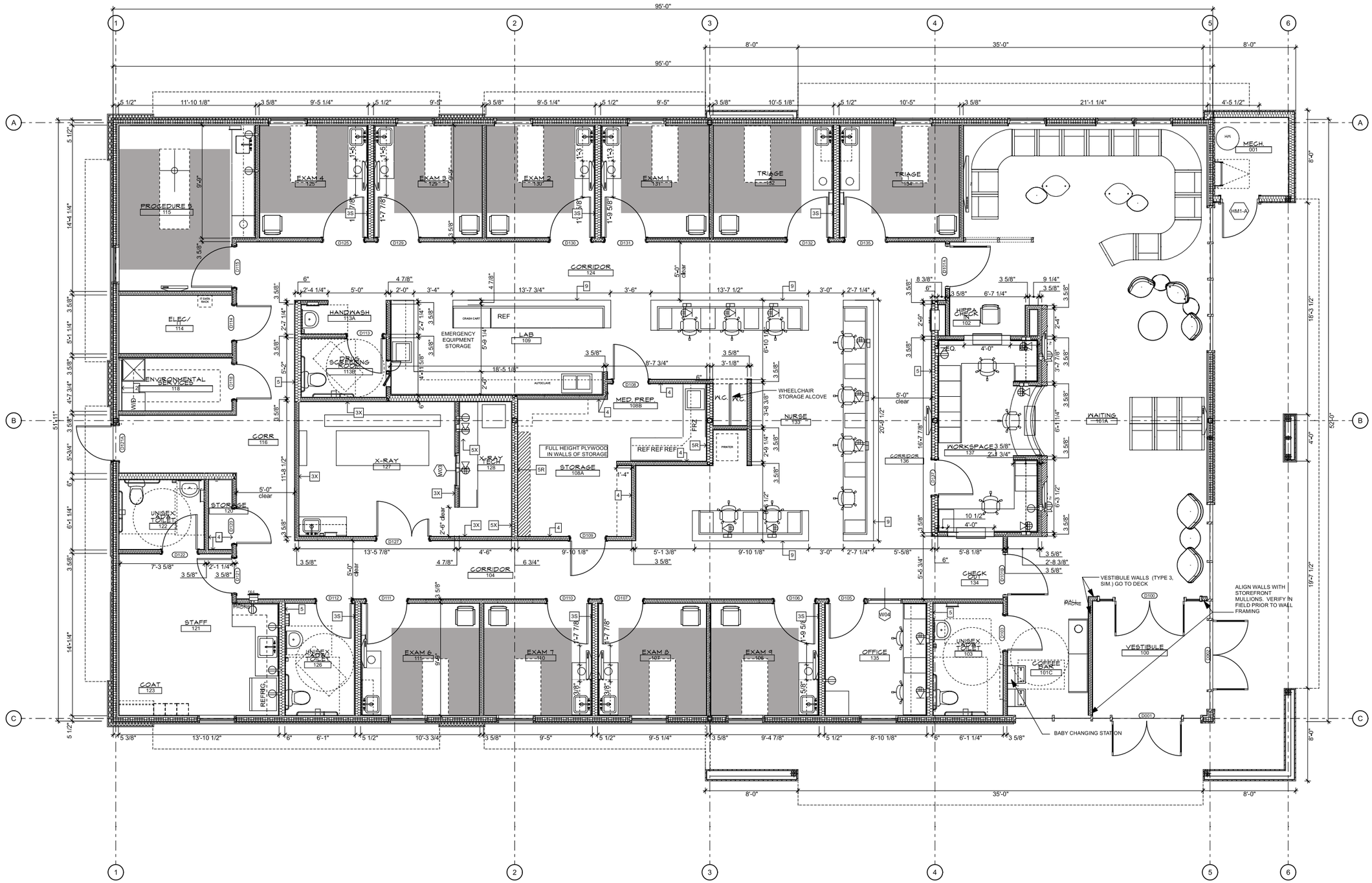
SEAL:

Elevations

ISSUE FOR: Progress
ISSUE DATE: 3/6/23
REVISIONS:

A201

PROJECT #: 2022-014



Proposed Floor Plan

SCALE: 1/4" = 1'-0"

WALL TYPE NOTE:

SEE DRAWING A001 FOR WALL TYPE NOTES

GWB NOTE:

-EXTERIOR WALLS WILL BE INSULATED AS PART OF SHELL SCOPE. FITUP SCOPE IS RESPONSIBLE TO PROVIDE & INSTALL 5/8" TYPE X GWB TO INSIDE FACE OF ALL EXTERIOR WALLS, TO BE TAPED, PRIMED AND PAINTED 2 COATS.

-ALL WINDOWS ARE TO HAVE GWB RETURNS AT JAMBS & HEADS CONDITIONS. WINDOW SILLS SHALL HAVE A 3/4" PAINTED POPLAR SILL TRIM WITH 3/8" PAINTED SHADOW TRIM UNDERNEATH. FRONT EDGE OF SILL TRIM SHALL ALIGN WITH THE FINISH FACE OF GWB AND SHALL DIE INTO JAMBS AT BOTH ENDS OF SILL. GWB RETURNS & WOOD SILLS TO BE INSTALLED AS PART OF FITUP SCOPE.

ENGINEER:

CLIENT:

convenientMD PRIMARY CARE
Corporate Office
111 New Hampshire Avenue,
Portsmouth, NH 03801
603-319-4490

PROJECT:

ConvenientMD
Urgent Care
20 Belmont Avenue
Belfast, ME 04915

SEAL:

Proposed Fitup Floor Plan

ISSUE FOR:	Progress
ISSUE DATE:	2/7/23
REVISIONS:	

A102

PROJECT #: 2022-014

convenientMD

URGENT CARE

Belfast, ME

SIGNAGE PLAN

PAGE	TYPE	ELEVATION
01	DL-FM-200	NORTH ELEVATION
02	DL-FM-200	EAST ELEVATION
03	DL-FM-200	WEST ELEVATION
04	DF-PS-050	FREESTANDING SIGN

MET Labs listing #E212479

SOUSA Signs
225 East Industrial Park Dr. Manchester, NH 03109
603-622-5067 FAX 603-624-6188

Quantity [1]
Design, furnish and install (1) externally illuminated, dimensional letter set, flush mounted to exterior painted wall facade on the North elevation. Colors and design meet CMD branding standards.
- 3/4" PVC letters, flush mounted to facade
- plotter cut reflective vinyl graphics matching corporate colors
- LED light bars are UL listed under Sousa Signs, LLC

North Elevation

Night Rendering

Sign Area Calculation

189 Total Sq. Ft.

PART# CL-FM-200

CHANNEL LETTERS SPECIFICATIONS
☐ SIGN FACE: 3/4" PVC, White
☒ MOUNTING: Blind Stud Mount & Silicone Adhesive
☐ LIGHTING: Custom LED Light Bars
☐ COLOR: 3M White Reflective Vinyl
☐ COLOR: Pantone 2028c / 3M Red Reflective Vinyl
☐ COLOR: Pantone 1235c / 3M Yellow Reflective Vinyl

DATE: 3-8-23	JOB NAME: Convenient MD Primary Care - Exterior Sign Package
REP: Jason	JOB LOCATION: 20 Belmont Ave., Belfast, ME
CONTACT: Dave S.	Signature:
AUTHORIZED SIGNATURE REQUIRED TO BEGIN PRODUCTION	

SOUSA Signs
225 East Industrial Park Dr. Manchester, NH 03109
603-622-5067 FAX 603-624-6188

Quantity [1]
Design, furnish and install (1) externally illuminated, dimensional letter set, flush mounted to exterior painted wall facade on the East elevation. Colors and design meet CMD branding standards.
- 3/4" PVC letters, flush mounted to facade
- plotter cut reflective vinyl graphics matching corporate colors
- LED light bars are UL listed under Sousa Signs, LLC

East Elevation

Night Rendering

Sign Area Calculation

189 Total Sq. Ft.

PART# CL-FM-200

CHANNEL LETTERS SPECIFICATIONS
☐ SIGN FACE: 3/4" PVC, White
☒ MOUNTING: Blind Stud Mount & Silicone Adhesive
☐ LIGHTING: Custom LED Light Bars
☐ COLOR: 3M White Reflective Vinyl
☐ COLOR: Pantone 2028c / 3M Red Reflective Vinyl
☐ COLOR: Pantone 1235c / 3M Yellow Reflective Vinyl

DATE: 3-8-23	JOB NAME: Convenient MD Primary Care - Exterior Sign Package
REP: Jason	JOB LOCATION: 20 Belmont Ave., Belfast, ME
CONTACT: Dave S.	Signature:
AUTHORIZED SIGNATURE REQUIRED TO BEGIN PRODUCTION	

SOUSA Signs
225 East Industrial Park Dr. Manchester, NH 03109
603-622-5067 FAX 603-624-6188

Quantity [1]
Design, furnish and install (1) externally illuminated, dimensional letter set, flush mounted to exterior painted wall facade on the West elevation. Colors and design meet CMD branding standards.
- 3/4" PVC letters, flush mounted to facade
- plotter cut reflective vinyl graphics matching corporate colors
- LED light bars are UL listed under Sousa Signs, LLC

Night Rendering

Sign Area Calculation

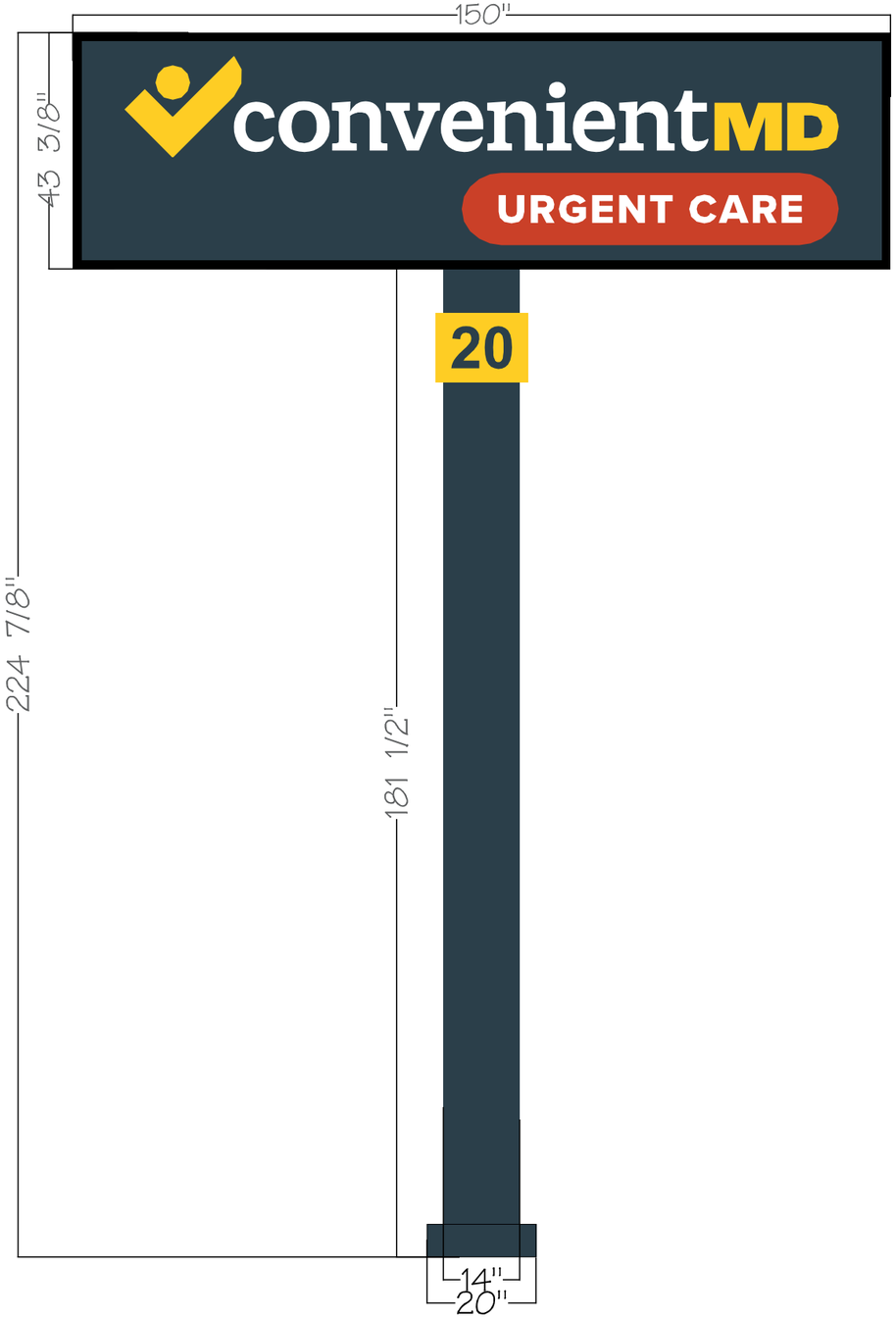
189 Total Sq. Ft.

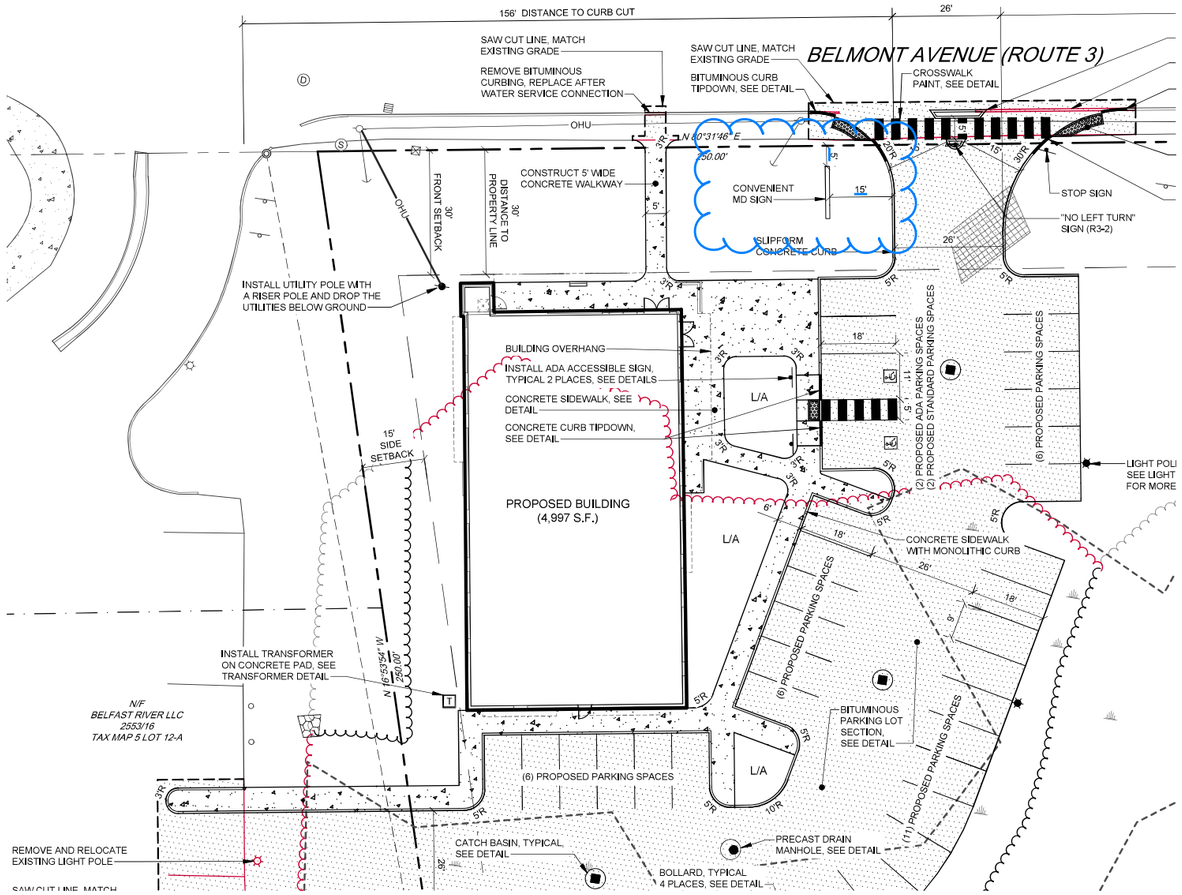
PART# CL-FM-200

CHANNEL LETTERS SPECIFICATIONS
☐ SIGN FACE: 3/4" PVC, White
☒ MOUNTING: Blind Stud Mount & Silicone Adhesive
☐ LIGHTING: Custom LED Light Bars
☐ COLOR: 3M White Reflective Vinyl
☐ COLOR: Pantone 2028c / 3M Red Reflective Vinyl
☐ COLOR: Pantone 1235c / 3M Yellow Reflective Vinyl

DATE: 3-8-23	JOB NAME: Convenient MD Primary Care - Exterior Sign Package
REP: Jason	JOB LOCATION: 20 Belmont Ave., Belfast, ME
CONTACT: Dave S.	Signature:
AUTHORIZED SIGNATURE REQUIRED TO BEGIN PRODUCTION	

SOUSA Signs
225 East Industrial Park Dr. Manchester, NH 03109
603-622-5067 FAX 603-624-6188





Quantity [1]

Design, furnish and install (1) new, LED illuminated, freestanding sign on the corner of the entrance driveway. Sign is setback 5' from front lot line and 25' from driveway corner entrance.

- Sign colors and design comply with Convenient MD corporate branding standards
- sign is UL listed under Sousa Signs, LLC

Night Rendering

convenientMD URGENT CARE

Sign Area Calculation

convenientMD URGENT CARE

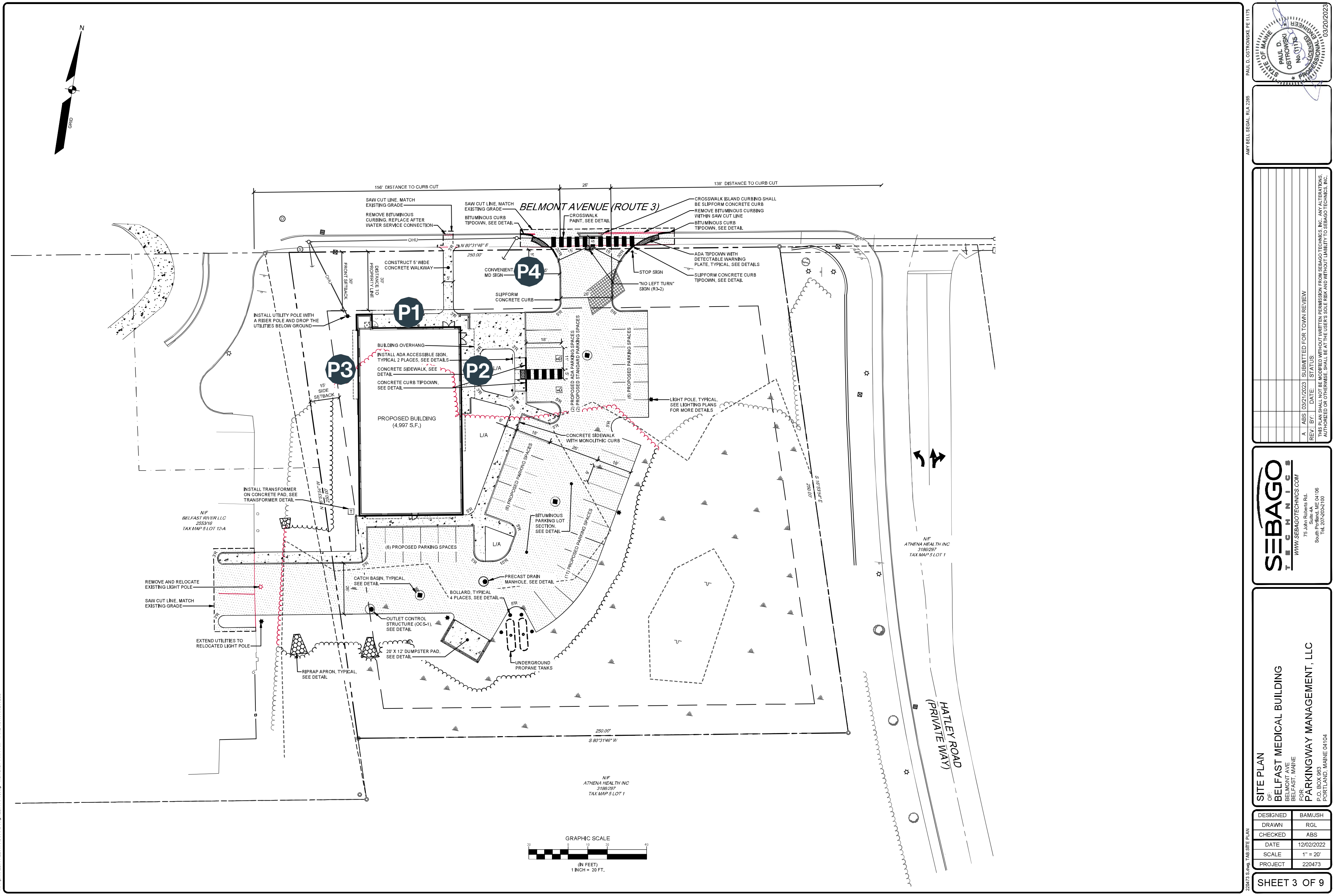
45.3 Total Sq. Ft.

PART# DF-PS-050

FREESTANDING SPECIFICATIONS
SIGN FACE: Flexface, White
RETAINERS: 2" Aluminum, Matte Black
CABINET: 040 Aluminum, Matte Black
ACCENT BARS: 040 Aluminum, Painted PMS 1235c
POLE COVER: 040 Aluminum, Painted PMS 7477c
LIGHTING: Hanley LED Lighting, White
COLOR: Pantone 7477c
COLOR: Pantone 2028c, Matched to Tomato Red Trans.
COLOR: Pantone 1235c

DATE: 3-8-23	JOB NAME: Convenient MD Primary Care - Exterior Sign Package
REP: Jason	JOB LOCATION: 20 Belmont Ave., Belfast, ME
CONTACT: Dave S.	Signature:
AUTHORIZED SIGNATURE REQUIRED TO BEGIN PRODUCTION	

SOUSA Signs
225 East Industrial Park Dr. Manchester, NH 03109
603-622-5067 FAX 603-624-6188



DATE: 3-8-23	JOB NAME: Convenient MD Urgent Care - Exterior Sign Package
REP: Jason	JOB LOCATION: 20 Belmont Ave., Belfast, ME
CONTACT: Dave S.	
AUTHORIZED SIGNATURE REQUIRED TO BEGIN PRODUCTION	

SOUSA Signs
225 East Industrial Park Dr. Manchester, NH 03109
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