

TOWN OF ELIOT, MAINE

PLANNING BOARD AGENDA

TYPE OF MEETING: IN PERSON WITH REMOTE OPTION
PLACE: TOWN HALL/ZOOM

DATE: Tuesday, October 4th, 2022
TIME: 6:00 P.M.

PLEASE NOTE: IT IS THE POLICY OF THE PLANNING BOARD THAT THE APPLICANT OR AN AGENT OF THE APPLICANT MUST BE PRESENT IN ORDER FOR REVIEW OF THE APPLICATION TO TAKE PLACE.

- 1) ROLL CALL
 - a) Quorum, Alternate Members, Conflicts of Interest
- 2) PLEDGE OF ALLEGIANCE
- 3) MOMENT OF SILENCE
- 4) 10-MINUTE PUBLIC INPUT SESSION
- 5) REVIEW AND APPROVE MINUTES
 - a) August 2nd, 2022 ~ September 20th, 2022 – if available
- 6) NOTICE OF DECISION
 - a) 147 Beech Road and 0 Harold L. Dow Highway – if available
- 7) PUBLIC HEARING
 - a) 151 Beech Road (Map 29/Lot 7), PID # 029-007-000, PB22-17: Site Plan Review (formerly Home Business) Application – In-home Childcare (Day Nursery)
- 8) NEW BUSINESS
 - a) Soils Reports – Presentation by Michael Cuomo
- 9) OLD BUSINESS
 - a) 276 Harold L. Dow Highway (Map 37/Lot 9), PID # 037-009-000, PB22-14: Site Plan Amendment/Review and Change of Use – Marijuana Products Manufacturing Facility
 - b) 7 Maclellan Lane (Map 37/Lot 19), PID # 037-019-000, PB22-15: Site Plan Amendment/Review and Change of Use – Marijuana Store, Office, and Retail
- 10) OTHER BUSINESS / CORRESPONDENCE
 - a) Updates, if available: Ordinance Subcommittee, Comprehensive Plan, Town Planner
- 11) SET AGENDA AND DATE FOR NEXT MEETING
 - a) October 18th, 2022
- 12) ADJOURN

All in-person attendees are asked to wear face masks

POSTED

9/27/22 -JSB

NOTE: All Planning Board Agenda Materials are available on the Planning Board/Planning Department webpages for viewing.

To view a live remote meeting: (Instructions can also be found on the Planning Board webpage)

- a) Go to www.eliotme.org
- b) Click on "Meeting Videos" – Located in the second column, on the left-hand side of the screen.
- c) Click on the meeting under "Live Events" – The broadcasting of the meeting will start at 6:00pm (Please note: streaming a remote meeting can be delayed up to a minute)

Instructions to join remote meeting:

- a) To participate please call into meeting 5 minutes in advance of meeting start time. Please note that Zoom does state that for some carriers this can be a toll call. You can verify by contacting your carrier.
- b) Please call **1-646-558-8656**
 1. When prompted enter meeting number: **851 9016 4852 #**
 2. When prompted to enter Attendee ID **press #**
 3. When prompted enter meeting password: **272198 #**
- c) Members of the Public calling in, will be first automatically be placed in a virtual waiting room until admitted by one of the members of the Planning Board. Members of the public will be unmuted one at a time to allow for input. Please remember to state your name and address for the record.
- d) Press *9 to raise your virtual hand to speak


Carmela Braun – Chair

NOTE: All attendees are asked to wear facial protective masks. No more than 50 attendees in the meeting room at any one time. The meeting agenda and information on how to join the remote Zoom meeting will be posted on the web page at eliotmaine.org/planning-board. Town Hall is accessible for persons with disabilities.



TOWN OF ELIOT MAINE

PLANNING OFFICE

1333 State Road

Eliot ME, 03903

PUBLIC HEARING NOTICE

AUTHORITY: Eliot, Maine Planning Board
PLACE: Town Hall (1333 State Rd.) with Remote Option
DATE OF HEARING: October 4th, 2022
TIME: 6:00PM

Notice is hereby given that the Planning Board of the Town of Eliot, Maine will hold a public hearing on Tuesday, October 4th, 2022 at 6:00 PM for the following application:

- **151 Beech Road (Map 29/Lot 7), PID # 029-007-000, PB22-17:** Site Plan Review Application – In-home Childcare (Day Nursery)
 - **Applicant:** Nichole Garland
 - **Property Owner:** Nichole and Peter Garland

Interested persons may be heard and written communication received regarding the proposed application at this public hearing. The application is on file and available for review in the Planning Office at Eliot Town Hall, 1333 State Road, Eliot, ME 03903. The meeting agenda and information on how join the remote Zoom meeting will be posted on the web page at eliotmaine.org/planning-board. Town Hall is accessible for persons with disabilities.



~ Classifieds & News ~

... HONORS from page 26

than an A-.

Rochester Institute of Technology, Rochester, NY

Alyssa Loukola, of Wells, received an MS in media arts and technology; Cooper Farrar, of Cape Neddick, received a BS in software engineering.

Roger Williams University, Bristol, RI

The spring 2022 Dean's List includes: Will MacDonald of York; Lilly Tryon-Nadeau of Kennebunkport; Dominic Defeo of Kennebunk; Michaela Machulis of Kennebunk; Zoya El-Badry of Kittery; Matthew Anderson of Berwick; Allison Rickert of Kennebunk; Ruby Lapierre of Eliot; Colby Peters of Cape Neddick; Kathryn Sturdevant of Eliot; Kyle Witham of South Berwick. Class of 2022 graduates include: Ruby Lapierre, of Eliot, who graduated cum laude with a BA in psychology; Colby Peters, of Cape Neddick, who graduated magna cum laude with a BS in marine biology; Kathryn Sturdevant, of Eliot, who graduated magna cum laude with a BFA in creative writing; Kyle Witham, of South Berwick, who graduated cum laude with a BS in computer science, data science specialization.

Saint Anselm College, Manchester, NH

The following students have been named to the Dean's List: Perrin Conant, of Kennebunk, majoring in communication; Cameron Barker, of Wells, majoring in finance; Jillian Dorazio, of York, majoring in history; Mary Kocev, of York, majoring in nursing.

Southern New Hampshire University, Manchester, NH

Summer 2022 Dean's List includes Ryan McCabe of Berwick, Stephanie Dunton of Eliot, Lubna Kanuga of Kittery, Ann Sprague of York, and David Fallon of York. The Summer 2022 President's List includes Tasha Stevens of Berwick, Ralph Anderson of Berwick, Sifa Kanuga of Kittery, David Sprague of North Berwick, Ryan Saucier of South Berwick, Nathan Abrahamson of South Berwick, Jacob DeMaris of York, Sophia Stephens of York, Gianna Festa of York, Amanda Petersen of Kennebunk, Isaac Bostrom of Kennebunk, Kimberly Lucier of Kennebunk, Samantha Chase of Wells, and Michaela Albano of Wells.

Springfield College, Springfield, MA

The Dean's List for the 2022 spring semester includes: Katherine Sprague, of Kennebunk, majoring in art therapy; Jack Reetz, of Kennebunk, majoring in business management; Danah MacLeod, of Kennebunk, majoring in health science, occupational therapy; Olivia McLean, of Kennebunk, majoring in health science, pre-physician

assistant; Kathleen Pilkington, of North Berwick, majoring in health science, pre-physical therapy; Katherine Reidy, of Wells, majoring in health science; Haley Moody, of Wells, majoring in physical education; MacKenzie MacLeod, of Kennebunk, majoring in psychology; Nicole Sedler, of York, majoring in sports biology.

Seton Hall University, South Orange, NJ

Anna Humphrey of Kennebunk has qualified for the Spring 2022 Dean's List.

Susquehanna University, Selinsgrove, PA

spring semester Dean's List includes: Michael Underwood, of Arundel, Class of 2022, majoring in accounting; and Katie Plourde, of Wells, Class of 2024, majoring in biomedical sciences and French studies.

Tufts University, Medford, MA

The following students graduated this year: Grace Anderson, of York, graduated with a BA in applied environmental engineering; Joshua Lennon, of Kennebunk, graduated with a BFA in studio art. The following students were named to the spring 2022 Dean's List: Nolan Feeley, of Berwick, class of 2022;

Cameron Runte, of York, class of 2025; Nick Teguis, of Kennebunk, class of 2024; Isabelle Woollacott, of Kittery, class of 2023.

University of Rhode Island, Kingston, RI

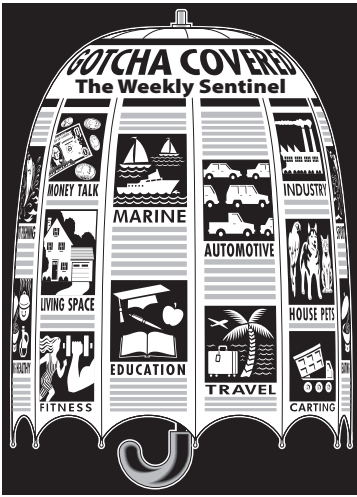
The 136th Commencement included newly graduated Sophia Madison Remick of York, Eleanor Grace Cifrino of York, and Margaret Ann Jacobson of Kennebunk.

Worcester Academy, Worcester, MA

Atticus Roop, of Kennebunk, Class of 2022, earned First Honors, for the 2022 school year.

Worcester Polytechnic Institute, Worcester, MA

Tyler Evans, of Ogunquit and class of 2024, and majoring in Computer Science, was a member of a student team that recently completed an intense research project titled LEI IQP E22.



ITEMS WANTED

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LEGAL NOTICES

Town of Eliot
PUBLIC HEARING NOTICE

AUTHORITY: Eliot, Maine Planning Board
PLACE: Town Hall (1333 State Rd.) with Remote Option
DATE OF HEARING: October 4, 2022
TIME: 6:00PM

Notice is hereby given that the Planning Board of the Town of Eliot, Maine will hold a public hearing on Tuesday, October 4th, 2022 at 6:00 PM for the following application:

151 Beech Road (Map 29/Lot 7), PID # 029-007-000, PB22-17: Site Plan Review Application – In-home Childcare (Day Nursery). Applicant: Nichole Garland. Property Owner: Nichole and Peter Garland.

Interested persons may be heard and written communication received regarding the proposed application at this public hearing. The application is on file and available for review in the Planning Office at Eliot Town Hall, 1333 State Road, Eliot, ME 03903. The meeting agenda and information on how join the remote Zoom meeting will be posted on the web page at eliotmaine.org/planning-board. Town Hall is accessible for persons with disabilities.

PUBLIC NOTICE: NOTICE OF INTENT TO FILE

Please take notice that Robert Martin, 3715 Northside Parkway NW, BLDG 300, STE 200, Atlanta, GA 30327, Phone: (404) 425-7192, is intending to file a Stormwater Law permit application with the Maine Department of Environmental Protection pursuant to the provisions of 38 M.R.S.A. § 420-D on or about October 10, 2022.

This application is for expansion to the UPS distribution facility to keep up with local demand. The project will require pavement expansion, addition of a modular distribution center and associated utilities, at 40 Tivoli Drive Wells, ME 04090.

A request for a public hearing or a request that the Board of Environmental Protection assume jurisdiction over this application must be received by the Department in writing, no later than 20 days after the application is found by the Department to be complete and is accepted for processing. A public hearing may or may not be held at the discretion of the Commissioner or Board of Environmental Protection. Public comment on the application will be accepted throughout the processing of the application.

For Federally licensed, permitted, or funded activities in the Coastal Zone, review of this application shall also constitute the State's consistency review in accordance with the Maine Coastal Program pursuant to Section 307 of the federal Coastal Zone Management Act, 16 U.S.C. § 1456.

The application will be filed for public inspection at the Department of Environmental Protection's office in Portland, Maine, during normal working hours. A copy of the application may also be seen at the municipal offices in Wells, Maine. Written public comments may be sent to the regional office in Portland where the application is filed for public inspection: MDEP, Southern Maine Regional Office, 312 Canco Road, Portland, ME 04103.

York County Community College, Wells, ME

Summer 2022 graduates include Connor Camire of North Berwick, Conner DeCourt of Berwick, Katharine MacGregor of Kennebunk, Taryn Menard of Berwick, Hannah Newcombe of York, Nathan Pantling of York, Avery Seuter of Wells, Kate Turner of Berwick, Morgan Vega of Berwick, Timothy Wiswell of Kittery, Noah Woodworth of South Berwick.

RENTALS

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Off Route 1 in Wells
October through May
Call Nate 207-337-5868

WINTER RENTAL: WELLS BEACH.

Single family house with 3 BRs, 2 BAs. Available October 15 - May 15, 2023. Located on a quiet dead-end street, close to bus stop. Fully furnished with W/D, dishwasher, stainless steel appliances. Parking and backyard. \$2400/month plus utilities. Perfect for two or three singles or small family. First, last, security due at signing. NO PETS - NO EXCEPTIONS. 207-351-6797

WINTER RENTAL: WELLS BEACH:

Fully furnished, 2 BR, 1 BA home available October 15 - April 30, 2023. New kitchen with dishwasher, stainless steel appliances. Quiet street and parking. \$2200/month includes ALL utilities. First, last, security due at signing. NO PETS - NO EXCEPTIONS. 207-351-6797

YEAR ROUND HOUSE / ROOM RENTALS

At 41 Brown Lane, Wells
207-251-1018

YEAR ROUND, NEW CONSTRUCTION RENTAL.

Walk to Long Sands Beach. Light and bright, 2 bedroom, 1 bathroom home. Ready in October. \$2,500 per month plus utilities. No pets. 603-502-6994

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ELIOT, ME 03903

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HAMPTON, NH 03842-1720

CAMARDA, STEPHEN J
7 DEBRA LN
KITTERY, ME 03904

WEBBER, DONALD JR
163 BEECH RD
ELIOT, ME 03903

CANTRELL, PETER B
CANTRELL, ANNETTE M
11 GALWAY LN
ELIOT, ME 03903

WIDI, LOIS A
34 SANDY HILL LN
ELIOT, ME 03903

DENAULT, ANTHONY C
DENAULT, MICHELLE K
10 GALWAY LN
ELIOT, ME 03903

WILBER, MATTHEW C
173 BEECH RD
ELIOT, ME 03903

H O BOUCHARD INC
349 COLDBROOK RD
HAMPDEN, ME 04444

HO BOUCHARD INC
349 COLDBROOK RD
HAMPDEN, ME 04444

M & T REALTY LLC
C/O ESTES OIL BURNER SERVICE
INC
519 US ROUTE 1
YORK, ME 03909

POLLARD, JOHN E
ARCHER, CARL ELONARD
PO BOX 61
ELIOT, ME 03903

PUBLIC SERVICE CO OF NH
DBA EVERSOURCE ENERGY
PO BOX 270
HARTFORD, CT 06141-0270

SMALL, CHRISTOPHER M
149 DEPOT RD
ELIOT, ME 03903

**PB22-17: 151 Beech Road (Map 29/Lot 7): Site Plan Review (formerly Home Business)
Application – In-home Childcare (Day Nursery) – Public Hearing**



TOWN OF ELIOT MAINE

PLANNING OFFICE

1333 State Road

Eliot ME, 03903

To: Planning Board
From: Jeff Brubaker, AICP, Town Planner
Cc: Nichole Garland, Applicant
Date: September 29, 2022 (report date)
October 4, 2022 (meeting date)
Re: PB22-17: 151 Beech Road (Map 29/Lot 7): Site Plan Review (formerly Home Business)
Application – In-home Childcare (Day Nursery) – **Public Hearing**

Application Details/Checklist Documentation	
Address:	151 Beech Rd.
Map/Lot:	29/7
PB Case#:	22-17
Zoning District:	Commercial/Industrial (C/I), Suburban
Shoreland Zoning:	Limited Commercial (near or a small portion just within lot line, but not in business location)
Owner Name:	Nichole & Peter Garland
Applicant Name:	Nichole Garland
Proposed Project:	In-home Childcare (Day Nursery)
✓ Application Received by Staff:	August 15, 2022 (on or about)
✓ Application Fee Paid and Date:	\$200 (\$25 home business; \$175 public hearing); additional \$75 to make it a complete Site Plan Review application 8/15/22; 9/12/22 (on or about)
✓ Application Sent to Staff Reviewers:	9/1/22
✓ Application Heard by PB	9/6/22; 9/20/22; 10/4/22 (scheduled)
✓ Found Complete by PB	9/20/22
✓ Site Walk	9/19/22
✓ Site Walk Publication	9/9/22 (Weekly Sentinel)
Public Hearing	10/4/22 (scheduled)
✓ Public Hearing Publication	9/23/22 (Weekly Sentinel)
Deliberation	10/4/22 (anticipated)
✓ Reason for PB Review:	Day Nursery – SPR use

**PB22-17: 151 Beech Road (Map 29/Lot 7): Site Plan Review (formerly Home Business)
Application – In-home Childcare (Day Nursery) – Public Hearing**

Overview: Applicant Nichole Garland is seeking approval of a Site Plan Review (formerly Home Business) Application at 151 Beech Rd. (Map 29, Lot 7) for an in-home family child care center. The Site Plan Review application has been submitted as home businesses are prohibited in the C/I district but day nurseries are SPR uses. However, the Home Business Application still has relevant information to the review so its information will continue to be referenced.

The application reports hours of operation of 5:30am to 3:45pm (“Early hours to help support Shipyard families.”) Primary access to the parcel is via Ruth Lane from Beech Rd., passing by H.O. Bouchard’s truck storage. The application presents two options for the daycare: one involving refitting the upstairs and downstairs of the garage (the previous owner had an approved ADU in the upstairs), and the other involves using the downstairs of the garage plus the front room and kitchen of the house. The maximum number of children served would be twelve (12).

10/4 update: The applicant has indicated they would like to opt for the refitting of the upstairs and downstairs of the garage with associated outdoor space for the day nursery as they have previously described to the PB.

Type of Review Needed: Site Plan Review

Review notes on application and home business performance standards (45-456.1)

***Included here for reference even though it is now a Site Plan Review application*

Standard	Met?
Home business owner home occupancy	Met – See application questions #1 and #5.
Total home business area (1,500 sf max. allowed)	Appears to be met – 1,500 sq. ft. proposed between 2 floor plan scenarios. See application question #2 and sketch plans.
Structure used as part of a home business meeting principal setbacks (30’ front and rear, 20’ side)	Appears to be met for the house and garage per included boundary survey and GIS.
Sales of merchandise or products (up to 4 types of allowed sales)	N/A. No merchandise/product sales proposed.
Parking spaces for non-residents (max. 4)	Met – 4 spaces shown next to the garage
Parking spaces within front setback (max. 2)	N/A – no spaces proposed in front setback
Home business sign (max. 1 sign allowed up to 6 sf.)	Met – 1 sign of 6 sq. ft. proposed.
External evidence of the home business and business-related vehicles	Appears to be met given the context of the site. See also application question #10.
Use and storage of fluids, solids, and gases unique to the business	N/A. None proposed.
Sketch plan	Included with application. I have reviewed and believe it provides sufficient information applicable to the home business for the Board’s sketch plan review.

**PB22-17: 151 Beech Road (Map 29/Lot 7): Site Plan Review (formerly Home Business)
Application – In-home Childcare (Day Nursery) – Public Hearing**

Other notes

- Deed included in the application

Discussion of the split zoning on the property and home business/daycare allowability

See 9/6 staff report.

Review for other applicable non-home-business standards

Section	Standard	Met?
45-406	Traffic	Does not appear to be a significant impact given the maximum number of children and site context.
45-416 / 33-127(16)	Septic system	Discussed at 9/6 meeting. <u>10/4 update:</u> Applicant provided an inspection form addressing the adequate working of the system, which was read at the 9/20 meeting.
45-423	Max. fence height 8 ft.	Will need to be met for chain link fence
45-495	Min. 2 parking spaces for each day nursery room plus 1 space for each adult instructor	Appears to be met. 4 spaces shown for 2 rooms. Instructor lives at the home; no non-occupant employees proposed.

Site walk (10/4 update)

Held on 9/19. Refer to a verbal summary provided at the 9/20 meeting and written summary from PB Member Bennett included in this packet.

Waivers and completeness (10/4 update)

On 9/20, the PB issued waivers on the following site plan application content requirements (33-127) and deemed the application complete.

- 33-127(3) Names and address of all abutters and their present land use
- (4) Perimeter survey
- (6) Contour lines
- (8) Storm drainage
- (9) Bridge/culvert design (not applicable)
- (10) Location of all natural features or site elements to be preserved
- (11) Erosion & sedimentation control plan
- (12) High-intensity soils report
- (13) Location and size of sewers and water mains
- (15) Connection to sewerage system
- (18) Construction drawings (to be provided as needed by CEO during building permit stage)

**PB22-17: 151 Beech Road (Map 29/Lot 7): Site Plan Review (formerly Home Business)
Application – In-home Childcare (Day Nursery) – Public Hearing**

Water supply information

Applicant to provide water sample to DHHS for state licensing.

Respectfully submitted,

Jeff Brubaker, AICP
Town Planner

Sitewalk Notes – 9/19/2022 – 3:15pm

PB 22-17; 151 Beech Road (Map 29/Lot 7) – Site Plan Review Application for
In-home Day Nursery

In attendance:

- Applicants: Nicole & Peter Garland
 - Planning Board Members:
 - Carmela Braun
 - Christine Bennett
 - Town Planner – Jeff Brubaker
-

The applicants shared that they have decided to seek approval to convert their detached garage and it's 2nd floor accessory dwelling unit into a Day Nursery for up to 12 children.

Proposed site plan changes discussed were:

- Removal of a shed on the northeastern boundary line.
- Construction of a fence from the northeastern corner of the “lean-to”, a shed dormered attachment to the garage (proposed to be a sheltered outdoor activity space), easterly toward the property line, then northerly along the property line and then running generally westerly parallel to the garage.
- Utilization of the indoor space:
 - Infants and young children would be cared for on the ground level.
 - Installation of a heat pump for heating a cooling.
 - Misc. improvements needed to the garage space to meet State Licensing Requirements which include inspection by the Eliot Fire Department.
- Parking for up to 4 cars on the northwestern side
- The future possibility of connecting the new parking area to the second arm of the circular driveway.

Other information discussed in relation to the Site Plan Application:

- The property is served by a well and the applicants plan on purchasing bottled water for consumption for the day nursery.
- The septic system was recently pumped and visually inspected by Value Rooter. A receipt with description of the inspection was given to the Town Planner.
- The 1,000 gal septic tank is located near the front entrance to the house. The 20'x 70' leach field is located in the front yard. Both the house and garage are serviced by this system.

Respectfully submitted by,
Christine Bennett



TOWN OF ELIOT MAINE

PLANNING OFFICE

1333 State Road

Eliot ME, 03903

To: Planning Board
From: Jeff Brubaker, AICP, Town Planner
Cc: Kenneth A. Wood, P.E., Attar Engineering, Applicant's Representative
Shelly Bishop, Code Enforcement Officer
Date: September 29, 2022 (report date)
October 4, 2022 (meeting date)
Re: PB22-14: 276 Harold L. Dow Hwy. (Map 37, Lot 9): Site Plan Amendment/Review and Change of Use – Marijuana Products Manufacturing Facility

Application Details/Checklist Documentation	
✓ Address:	276 Harold L. Dow Hwy.
✓ Map/Lot:	37/9
✓ PB Case#:	22-14
✓ Zoning:	Commercial/Industrial (C/I) district
✓ Shoreland Zoning:	Stream Protection
✓ Owner Name:	Black Hawk Holdings, LLC
✓ Applicant Name:	Blackbeard Farms, LLC
✓ Proposed Project:	Marijuana Products Manufacturing Facility
Application Received by Staff:	June 9, 2022
✓ Application Fee Paid and Date:	\$300 (SP Amend.: \$100; Chg. of Use: \$25; PH: \$175) June 13, 2022
✓ Application Sent to Staff Reviewers:	June 30, 2022
✓ Application Heard by PB Found Complete by PB	August 16, 2022; October 4, 2022 (scheduled) TBD
Site Walk	TBD
Site Walk Publication	TBD
Public Hearing	TBD
Public Hearing Publication	TBD
Deliberation	TBD
✓ Reason for PB Review:	Site Plan Amendment, Change of Use, Marijuana Establishment

Overview (*10/4 update*)

Applicant Blackbeard Farms LLC (property owner: Black Hawk Holdings LLC; agent: Attar Engineering – **corrected from previous staff report*) seeks Site Plan Amendment/Review and a Change of Use approval for a marijuana establishment (marijuana products manufacturing facility) at 276 Harold L. Dow Hwy. (Map 37, Lot 9), an approximately 49-acre lot. Per the cover letter, the establishment would consist of the incorporation of an “approx. 600 SF commercial product (“manufacturing”)

kitchen within the existing approved cultivation building (Building 2). There will be no changes in the exterior of the building, impervious area, employees or predicted traffic movement.”

Application contents

Submitted June 9, 2022

- Cover letter dated 6/3/22
- Agent authorization letter, Blackbeard Farms LLC to Attar Engineering, Inc.
- Site Plan Review application signed by applicant’s representative
- OCP Conditional License AMF777 issued to Blackbeard Farms, LLC, exp. 8/9/22
- Local Authorization Form with Section 1 filled out
- Lease agreement

- Floor plan
- MaineDOT driveway/entrance permit
- Grease trap specification
- Septic inspection report dated 2/18/22
- Septic permit form/HHE-200
- Site plan set

Submitted August 16, 2022

- Marijuana disposal plan
- Marijuana waste plan
- Odor mitigation plan

Type of review needed

Site plan review. If the Planning Board believes the application is complete (considering inapplicable content requirements and any waivers you may grant), consider a completeness motion and the setting of a public hearing.

Zoning

Commercial-Industrial (C/I); Stream Protection shoreland zoning on the site but no development is proposed within it.

Use

Marijuana establishments (e.g. products manufacturing facilities) are SPR uses in the C/I district.

Section 1-2 definition

Marijuana products manufacturing facility shall mean a “products manufacturing facility” as that term is defined in 28-B M.R.S.A. § 102(4243), as may be amended. A *marijuana products manufacturing facility* is an entity licensed to purchase adult use marijuana; to manufacture, label and package adult use marijuana products; and to sell adult use marijuana products from a marijuana cultivation facility only to other *marijuana products manufacturing facilities*, or marijuana stores and marijuana social clubs.

There is a typo in the statutory reference in the latter definition; likely it refers to 28-B M.R.S.A. § 102(43), which is “Products manufacturing facility”. That definition is:

“Products manufacturing facility” means a facility licensed under this chapter to purchase adult use marijuana from a cultivation facility or another products manufacturing facility; to manufacture, label and package adult use marijuana and adult use marijuana products; and to sell adult use marijuana and adult use marijuana products to marijuana stores and to other products manufacturing facilities.

Affidavit of ownership (33-106) (10/4 update)

Deed and corporate information [33-106(5)] should be provided. PB also asked for clearer (easier to read) lease agreement. Update to be provided at the meeting.

OMP Conditional License

OCP Conditional License AMF777 issued to Blackbeard Farms, LLC, exp. 8/9/22 – will need to see renewal

Dimensional requirements (45-405)

Dimension	Standard	Met?
Min lot size, lot line setbacks, max building height, max lot coverage		N/A – no new lot creation; no new buildings, additions, or expansions
Min street frontage (ft)	300	Met – 400 ft.
Max sign area (sf)	Max. 50 sf for wall-mounted, 100 sf for common freestanding	See Note 14 of site plan

Site walk (33-64) (10/4 update)

The PB previously conducted a site walk on this site on 5/17/21 as part of review of PB21-10. You could elect to conduct another site walk, especially with some new members. However, this application primarily involves only interior building changes.

In consulting with the Town's legal counsel regarding the PB's question about holding a site walk that includes an inspection of a building where an applicant may want to exclude the public, his response was:

“While a board is authorized to hold site walks as part of an application, as you note the walks are open to the public. The only way to exclude the public is if the meeting would satisfy one of the criteria to hold an executive session in 1 M.R.S. § 405, and this does not meet any of those criteria in my view. Another option would be to have a staff member do an inspection and then provide a public report to the board if that would be acceptable.”

Marijuana performance standards (33-190) (10/4 update)

Paragraph	Standard summary	Met?
(1)	Screening per 33-175	Appears to be met. Site generally has existing buffer. No changes are proposed to it.
(2)	Comply with applicable parking requirements (45-495)	Appears to be met. See site plan Note 6.
(3)	Signage and advertising	See site plan Note 14.
(4a)	Activities conducted indoors (10/4 update)	Met.
(4b)	Waste and wastewater disposal plan (10/4 update)	Appears to be met. See waste disposal plans in your packet addressing secure storage, cameras, solid waste disposal, and liquid waste disposal.
(4c)	Security measures	See site plan notes 9-10.

PB22-14: 276 Harold L. Dow Hwy. (Map 37, Lot 9): Site Plan Amendment/Review and Change of Use – Marijuana Products Manufacturing Facility

(5)	“500 foot rule” separation/buffering	N/A – proposed use (manufacturing) is not the type of use subject to this section
(6)	Hours of operation	N/A with regard to manufacturing but see site plan Note 8 (8am to 9pm, 7 days a week)
(7)	Cultivation area limitation	N/A
(8)	Sale/production of edible products	License info needed. See Planner Review Letter 1 in previous packet.
(9)	Drive-through and home delivery prohibition	N/A
(10)	Traffic impact assessment for marijuana stores	N/A – manufacturing
(11)	Pesticides, packaging, and labeling	Defer packaging and labeling requirements to State OCP review.
(12)	Inspections	Relates to building permit/Fire Chief review
(13)	Change/addition of use	Met – current proposal under review by PB.
Odor control (10/4 update)		
(14a)	Odor control measures, odor contained in the building	Appears to be met. Highlighting Odor Control Plan submitted 8/16, measures include weather-stripping seals on doors, self-closing doors, locked windows, closing interior doors for isolating odor from other parts of the building, carbon scrubbing, exhaust fans, staff training, and monitoring/maintenance
(14b)	Demonstration of specific measures	Appears to be met via proposed carbon filtration/scrubbing
(14c)	Demonstration of lack of odor for non-cultivation/manufacturing facilities	N/A
(14d)	Mitigation of noxious gases and fumes	Appears to be met via proposed carbon filtration/scrubbing and ventilation.
(14e)	Smoke/debris/dust/fluids/etc prevention	Appears to be met via proposed carbon filtration/scrubbing, self-closing doors, etc.
(15)	Other laws remain applicable	Defer to State OCP review

Traffic (45-406)

Safe access to and from public and private roads

No change to existing access configuration. Reference DOT permit in packet.

Adequate number and location of access points; avoid unreasonable adverse impact on the town road system

No change to existing access points. **Planner Review Letter 1 requests clarification on trip generation calculation in site plan Note 7.**

Assure safe interior circulation within the site

No change to internal circulation.

Odor (45-409)

See above table.

Stormwater runoff (45-411)

No change to exterior of the site.

Erosion control (45-412)

No change to exterior of the site.

Preservation of landscape (45-413)

No change to exterior of the site.

Water and sewer (45-416)

Building has existing well and septic. See septic information in packet. Site has a history of DEP soil remediation and environmental covenant that I described in more detail in my PB21-10 staff reports.

10/4 update: The inspection report noted that the brick-and-mortar riser needed to be fixed as it was allowing groundwater intrusion into the tank and pump chamber. This was discussed on 8/16 and the applicant indicated openness to a riser fix being reflected in a condition of approval.

Buffers and screening (45-417, 33-175, 33-190)

Site contains existing vegetative buffer.

Parking and loading

See site plan note 7.

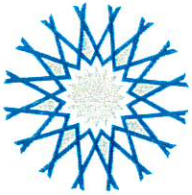
Recommendation

As long as the information noted above and in the PB's 8/16 review has been provided by/at the meeting, make motions on 33-127 (site plan content) waivers as needed and deem the application complete; set a public hearing. Otherwise, continue review to October 18.

* * *

Respectfully submitted,

Jeff Brubaker, AICP
Town Planner



ATTAR

ENGINEERING, INC

CIVIL • STRUCTURAL • MARINE

Jeffrey Brubaker, Town Planner
Town of Eliot, Maine
1333 State Road
Eliot, Maine 03903

September 19, 2022
Project No. C019-22

**RE: Site Plan Application (Change of Use)
276 H.L. Dow Highway (Tax Map 37, Lot 9)
Eliot, Maine**

Dear Mr. Brubaker:

On behalf of Blackbeard Farms, LLC and Jelal Jones I have enclosed additional information for the Application for Site Plan Review for a 600 S.F. commercial (manufacturing) kitchen for the above referenced project.

Anticipated Traffic – traffic generated by the commercial kitchen will not significantly change – two additional employees are anticipated for trimming operations. All products are shipped from the kitchen and delivery traffic is also relatively low – approximately one trip per week.

The manufactured product consists of manufactured bars containing a distillate – each case contains 24 bars; a successful week will result in 60 – 100 cases.

I have also included an Odor Control Plan, a Marijuana Waste Plan, a Marijuana Disposal Plan and a Security Plan for your review.

We are also available to host a site visit for Planning Board members.

Please schedule this continued review for the next available Planning Board Meeting – we look forward to meeting with you. Thank you for your consideration

Sincerely;

Kenneth A. Wood, P.E.
President

cc: Blackbeard Farms, LLC
C019-22_Eliot_Cover

Blackbeard Farms LLC Odor Control Plan BB-010-01

1. OBJECTIVE

The following information is to be utilized for the Odor Control Plan for the proposed project at 276 Harold Dow Highway. This information provides a basis for the minimum requirements for treatment of exhaust air and controlling potential odor and at the facility. This plan shall be incorporated into the conditional use and site plan approval and reference shall be made to the requirements indicated on the approved site plan. All tenants for the facility shall follow this plan and provide their own plan supplements during the building permit and certificate of occupancy process.

2. BACKGROUND

The Town of Eliot has specific requirements for odor control and they are specified in the Land Use Ordinance.

Facility Floor Plan – An open floor plan has been provided for this odor control plan however, tenants of facility will customize layout to their preferred methodology so the intent of this document is to show the minimum requirements for odor mitigation rather than the true layout of the facility. The tenants will provide detailed floor plans with their individual building permit applications. Those plans will also indicate odor producing locations and measure to control such odors.

3. ASSIGNMENT OF RESPONSIBILITY

Blackbeard Farms LLC, Jelal Jones, 774-330-9380, jelal350@gmail.com

At the direction of the Eliot Police Department, individual tenants shall provide contact information and unit numbers for record keeping.

4. Odor Control Requirements

Odor Relevancy/Location of the Sources: In the cultivation facility odors can potentially escape from either the exterior doors, from an untreated ventilation system, or open window.

In addition to entry/exit doors, and ventilation system, odors may be produced in areas where product is grown (vegetation area), where buds are grown (flowering area), or the processing (packaging). All areas that have the potential for odor during production shall have systems capable of treating exhaust air through a proper filter system.

ODOR CONTROL REQUIREMENTS:

Odor Mitigation Practices – Based upon industry-specific best control technologies and best management practices.

- At the time of this document the best odor control technology for marijuana cultivation facilities is carbon filtration.
- Tenants will be required to use the odor mitigation technologies described in this memorandum.

Exterior and Interior Doors:

- All doors shall have weather-stripping seals and secure locking hardware. All doors to the exterior shall have self closers. All windows (1) shall be lockable and remained locked at all times.
- Administrative Controls – Properly train staff on isolation of odor emitting activities, i.e. closing interior doors when agriculture process is producing odor.
- Engineering Controls - Isolating odor-emitting activities from other areas of the buildings/outside through closing interior doors.

Ventilation System:

- Administrative Controls – Properly train staff on use of HVAC and Carbon Scrubbing Filtration Controls.
- Engineering Controls – Carbon Scrubbing - Regularly perform maintenance on carbon scrubbing and HVAC filters.

Vegetation Areas:

- Administrative Controls – Properly train staff on use of carbon-scrubbing equipment and the requirements for operation.
- Engineering Controls – Proper use of interior fans, exhaust fans and carbon scrubbing equipment to ensure proper odor mitigation of exhaust air. Perform maintenance at specified intervals.

Flowering Areas:

- Administrative Controls – Properly train staff on use of carbon-scrubbing equipment and the requirements for operation.
- Engineering Controls – Proper use of interior fans, exhaust fans and carbon scrubbing equipment to ensure proper odor mitigation of exhaust air. Perform maintenance at specified intervals.

Processing / Packaging Area

- Administrative Controls – Properly train staff on use of carbon-scrubbing equipment and the requirements for operation.
- Engineering Controls – Proper use of interior fans, exhaust fans and carbon scrubbing equipment to ensure proper odor mitigation of exhaust air. Perform maintenance at specified intervals.

5. Odor Control Maintenance Plan

The following information is the minimum maintenance requirement regarding the efficient and optimal performance of the odor mitigation system. The tenant shall provide the Town of Eliot Code Enforcement Office product documentation regarding the individual system and maintenance intervals.

- Carbon Filters must be changed at the minimum of every 6 months (industry standard). Filter shall be sized based on the room area and desired air exchanges per hour. Design information shall be

presented to the Town Code Office.

- Performed maintenance tracking, documentation of malfunctions, and changing of carbon filters (or equivalent), shall be recorded by the tenant and kept available in the event of inspection.
- -Maintenance plan shall also include records of purchases and replacement carbon filters.

CARBON FILTRATION:

- -Carbon filtering works by scrubbing the air and removing odors by a process of neutralization. In these systems activated carbon absorbs the smells and other impurities from air that is pushed through the filter. With a carbon filter as part of the overall exhaust system air is pulled from the desired area by an exhaust fan, and forced through the carbon filter. The filter removes smells from the air prior to discharge through an exhaust to the exterior of the building.
- - A carbon filtration systematic lineage: Odor producing area >Fan>Carbon Filter or Scrubber>Exhaust
- - Mechanical ventilation must be set up in a manner that directs flow to the induction of the carbon scrubber.
- - Number of mechanical ventilation devices will be dictated by size of individual space and amount of plants producing odor. Vented air must be treated through the filtration system prior to discharge to the building exterior.
- - Carbon filters shall be sized to properly cover the entire circumference of exhaust vent as to not allow odor to escape.
- - To maintain system efficiency match CFM rating between mechanical ventilation and carbon filter. CFM rating on filter shall be the same or slightly higher than rating than the exhaust fan.
- - Filter must be attached to vent in a stable, secure manner.

- - Follow proper maintenance carbon filtering system procedures to ensure to maintain efficiency and effectiveness of system.

Blackbeard Farms LLC Marijuana Waste Plan

BB-011.01

1. PURPOSE

The purpose of this document is to detail the waste disposal plan for Blackbeard Farms LLC marijuana and marijuana based products.

2. DEFINITIONS

Solid Marijuana Waste: Any dried flowers and trim from mature marijuana plants. Provided that they are completely free of all marijuana flowers and leaves with any visible trichomes, Solid Marijuana Waste does not include:

- Root balls, soil or growing media
- Stalks of marijuana plants; and
- Leaves and branches removed from marijuana clones, seedlings and marijuana plants.

Liquid Marijuana Waste Any liquid which contains tetrahydrocannabinol ("THC"), including concentrates, tinctures, beverages, or liquids remaining from procedures to clean or sterilize equipment, that will be discarded.

3. DISPOSAL OF MARIJUANA WASTE

Solid Marijuana Waste Storage and Disposal

In accordance with this Solid Waste and Waste Water Disposal Plan, Blackbeard Farms LLC shall ensure that all waste types, including marijuana waste, will be securely stored, handled, recorded, and disposed of in accordance with all applicable local and state laws and regulations.

All marijuana waste generated from normal manufacturing activities, excess production, contamination, adulteration, or expiration will be securely stored, rendered unusable, and disposed of in a manner that ensures that it cannot be reconstituted for any kind of use or benefit, as related to its psychoactive content, by an unauthorized individual or organization.

Storage of Useable Solid Marijuana Waste Prior to Being Rendered Unusable:

Prior to being rendered unusable marijuana waste will be securely stored within a limited access area within the licensed premises and shall be under video surveillance.

Rendering Solid Marijuana Waste Unusable:

All Solid Marijuana Waste shall be rendered unusable prior to leaving the licensed premises for disposal by grinding and incorporating the marijuana waste with other ground materials so the resulting mixture is at least 50% non-marijuana waste by volume, including: (1) food waste; (2) yard waste; or (3) other wastes approved by the Department.

All packaged marijuana products will be removed from their packaging and rendered unrecognizable and unusable prior to leaving the licensed premises for disposal.

The process of rendering the Solid Marijuana Waste unusable will occur within the limited access area of the licensed premise where surveillance cameras are permanently fixed and must occur entirely on camera.

Storage of Useable Solid Marijuana Waste After it is Rendered Unusable:

All Solid Marijuana Waste that has been rendered unusable shall be stored in a secure disposal receptacle in an area that is under video surveillance.

Disposal: The contracted waste management company will transport all marijuana waste from the cultivation site to a solid waste facility or landfill in compliance with local and state regulations.

Liquid Marijuana Waste Storage and Disposal:

All liquid marijuana waste shall be solidified through means of mixing it with soil or other absorbent material and shall be disposed of according to the procedures for solid marijuana waste.

4. TRACKING

Tracking of solid and liquid marijuana occurs within Biotrack. Each instance in which solid or liquid marijuana waste happens requires a destruction event to be recorded within Biotrack for inventory management. Blackbeard Farms LLC has set up Biotrack to require a pin in order to initiate a destruction event. Only Managers or above will have pins.

Marijuana Disposal Plan

Introduction

This Marijuana Disposal Plan describes the Company's processes for disposing of liquid and solid marijuana waste, the process for rendering marijuana waste unusable and unrecognizable, and methods for storing marijuana waste prior to removal from the facility. It also provides for the disposal of non-hazardous and hazardous wastes.

1. **Record Keeping** - The Company will maintain accurate and comprehensive records that account for and reconcile all waste activity related to the disposal of marijuana and marijuana products. Any marijuana waste transferred to a producer, processor, wholesale licensee or research certificate holder will be recorded in a transaction entered into the Company records. The Company may monitor and track marijuana waste using an electronic software program, or in the event said software is not used, the Company shall use the Marijuana Waste Log attached here as Exhibit A.

2. **Definitions**

Solid Marijuana Waste - Any dried flowers and trim from mature marijuana plants. Provided that they are completely free of all marijuana flowers and leaves with any visible trichomes, Solid Marijuana Waste does not include:

- Root balls, soil or growing media;
- Stalks of marijuana plants; and
- Leaves and branches removed from marijuana clones, seedlings and marijuana plants.

Liquid Marijuana Waste - Any liquid which contains tetrahydrocannabinol ("THC") remaining from procedures to clean or sterilize equipment, that will be discarded.

Non-Hazardous Waste - Waste to include garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid semisolid, or other material resulting from industrial, commercial, agricultural or other operations.

3. **Employee Training** - Employees will be trained on the Waste Disposal Plan within 30 days of working at the Facility or before they are responsible for disposing of any marijuana waste, whichever comes first. The Company is responsible for training employees in the Waste Management Plan and shall keep a record of all Waste Disposal Planning trainings for employees that shall include the date of the training, the type of training, the signature of the employee upon completion of training, the signature of an authorized person who can verify completion of training, and the date retraining is due. Such records shall be maintained for seven years.

4. **Tracking** - All marijuana waste disposed of will be recorded in the Company Business Records, including the date and time of disposal, the responsible party, the reason for disposal (i.e.,

the type of waste), the lot, batch, or plant identifier (if applicable), the manner of disposal, and the quantity.

I. Marijuana Waste

1. **Solid Marijuana Waste Storage and Disposal** - In accordance with this Solid Waste and Waste Water Disposal Plan, the Company shall ensure that all waste types, including marijuana waste, will be securely stored, handled, recorded, and disposed of in accordance with all applicable local and state laws and regulations. All marijuana waste generated from normal cultivation activities, excess production, contamination, adulteration, or expiration will be securely stored, rendered unusable, and disposed of in a manner that ensures that it cannot be reconstituted for any kind of use or benefit, as related to its psychoactive content, by an unauthorized individual or organization.
2. **Storage of Useable Solid Marijuana Waste Prior to Being Rendered Unusable** - Prior to being rendered unusable marijuana waste will be securely stored within a limited access area within the licensed premises and shall be under video surveillance.
3. **Rendering Solid Marijuana Waste Unusable**
 - All Solid Marijuana Waste shall be rendered unusable prior to leaving the licensed premises for disposal by grinding and incorporating the marijuana waste with other ground materials so the resulting mixture is at least fifty percent non-marijuana waste by volume, including: (1) food waste; (2) yard waste; or (3) other wastes approved by the Office of Marijuana Policy.
 - All packaged marijuana products must be removed from their packaging and rendered unrecognizable and unusable prior to leaving the licensed premises for disposal.
 - The process of rendering the Solid Marijuana Waste unusable shall occur within the licensed premises where surveillance cameras are permanently fixed and must occur entirely on camera.
 - Immediately prior to rendering marijuana waste unusable, all marijuana waste will be weighed on a calibrated certified scale.
 - During the waste disposal process, the responsible employee shall input the following information into the Company records:
 - Plant, batch, or lot identifier of the marijuana to be disposed
 - Description of the marijuana waste being disposed of
 - Method of disposal
 - Confirmation that the marijuana was rendered unusable before disposal
 - Date of disposal
4. **Storage of Useable Solid Marijuana Waste After it is Rendered Unusable** All Solid Marijuana Waste that has been rendered unusable shall be stored in a secure disposal receptacle in an area that shall be under video surveillance.

5. Disposal

- The Company will establish a relationship with one or more vendors to pickup and properly dispose of Solid Marijuana Waste that has been rendered unusable.
- Only pre-selected vendors will be permitted to access Solid Marijuana Waste and only after it has been rendered unusable and unrecognizable.
- The Company shall obtain documentation from the waste disposal vendor that indicates the date and time of each collection of marijuana waste at its premises.
- The contracted waste management company will transport all marijuana waste from the cultivation site to a solid waste facility or landfill in compliance with local and state regulations.

6. General Prohibitions

- The Company will strictly prohibit the placement, dumping, or disposal of trash, garbage, litter, or any other kind of waste on the property of another legal entity or any public place.
- Improper disposal of any type of waste by an employee is cause for termination, which will be clearly communicated during the training process regarding waste.

7. Liquid Marijuana Waste Storage and Disposal

All liquid marijuana waste shall be solidified through means of mixing it with soil or other absorbent material and shall be disposed of according to the procedures for solid marijuana waste.

II. Non-Hazardous Waste Management and Disposal

1. Non-Hazardous Solid Waste

- Solid waste will be placed into recycling bins or trash bags within trash containers inside the facility.
- Solid wastes, including recyclables, will be stored in a manner such that they do not constitute a fire, health, or safety hazard or provide a food source or harbor for pests.
- Solid food wastes will be securely stored in covered or closed containers which are nonabsorbent, leak-proof, durable, easily cleanable, and designed for safe handling.
- During facility closing procedures, trash bags will be securely closed, and the recycling and trash bags will be transferred to secure outside waste for pick up.
- The Company will ensure that solid wastes are collected at least once per week.
- The Company will use a solid waste disposal vendor approved by state and/or local authorities and use the containers provided by the vendor.

- If recyclable material is not handled by the waste disposal vendor, arrangements will be made to have it transported to or picked up by a commercial recycler.

2. Non-Hazardous Liquid Waste

- Non-hazardous liquid waste shall be disposed of in accordance with the local and state Rules and Regulations for the Use of the Wastewater System.

3. Fertilizer Disposal

- Employees will take any fertilizer, designated to be disposed of as refuse, to the trash and recycling area, and place the refuse in the holding area for fertilizer.
- Employees will write the date that the fertilizer was placed in the holding area for fertilizer refuse on the bag.

On a quarterly basis, the Company will transport all fertilizer waste to an environmental depot in to be properly disposed of according to State and Federal Law.

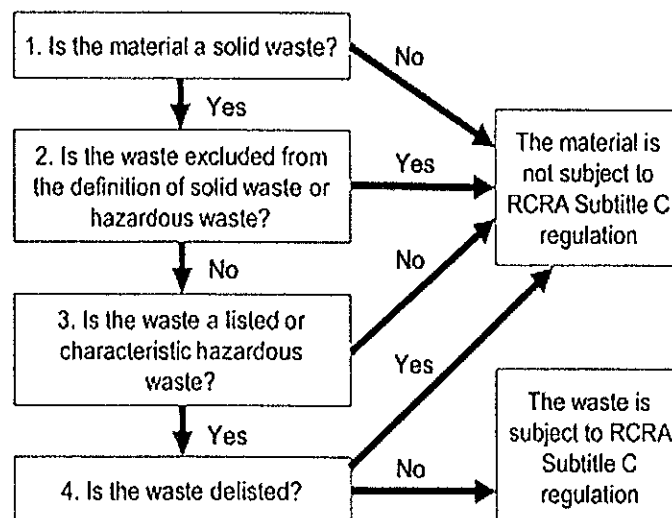
III. Hazardous Waste Management and Disposal

1. Identification

Employees shall trained to identify hazardous waste and all hazardous wastes shall be disposed of in accordance with this plan and state and federal laws governing the discharge of hazardous waste.

Steps for Determination of Hazardous Waste

The Hazardous Waste Identification Process



2. Hazardous Waste Storage

- Hazardous waste will be stored by hazard groups and chemical compatibility and storage quantity must not exceed the limits allowed by local fire codes.
- Hazardous waste will be stored in an area that is separate from any area used for the production or storage of marijuana or derivative products.
- Incompatible wastes (as determined by SDS information) will be stored in separate containers and separate storage areas.
- Lids will remain closed when not actively adding or removing waste from the container.
- Containers will be kept in good condition (e.g. free of dents, free of corrosion, no leaking, no bulging, etc.)
- If a container begins to leak or show damage, the waste will be carefully transferred to another container. The employee transferring the waste must wear PPE relevant to the hazardous characteristics of the waste inside.
- Waste containers will be numbered and stored in a climate-controlled area, and will be labelled with the words "Flammable", "Toxic", "Corrosive" or "Reactive" and the word "Waste," along with a description of the contents, and EPA waste codes.
- A Chemical Waste Log will be filled out and forwarded to the Facilities Director for each waste container
- If a waste container is to be reused or discarded, it will be triple-rinsed. Rinse water will be tested to ensure that none is discarded into the water system unless it meets regulations for direct disposal.
- Container storage areas will be inspected weekly. At a minimum, the inspection will cover leaks or staining from containers, general container condition, labeling, and management practices.

3. Hazardous Waste Safety

- Employees shall remain vigilant to unsafe practices and conditions in the facility and shall immediately report such practices and/or conditions to the manager.
- The manager must correct unsafe practices and or conditions promptly, or halt the operation until these can be corrected.
- Employees will refrain from horseplay, practical jokes, or other behavior that might confuse, startle, or distract another employee or cause an accident.
- Employees will review the SDS before working with the waste of any unfamiliar substance.

- Employees will know the location of all laboratory safety equipment (such as eye protection, eyewashes, fire extinguishers, spill supplies, etc.) and keep access to emergency exits, corridors, safety, or fire protection equipment clear.
- Employees will be trained to avoid eating, drinking, smoking, applying cosmetics or chewing gum in areas where waste is stored and to wash hands and arms thoroughly after working with chemical materials.
- Personal protective equipment will be inspected prior to use and worn as needed to avoid exposure. This includes eye protection, lab coat, gloves, and appropriate foot protection (no sandals). Gloves should be made of a material known to be resistant to permeation by the chemical in use.
- Employees will avoid working alone when working with hazardous waste and will not leave containers open and unattended.

4. Hazardous Waste Disposal

- Hazardous waste will remain on-site for no more than 90 days before collection and transport for proper disposal.
- The SDS will be consulted to determine best practices for the disposal of each waste. Attached at Appendix B are SDS forms for all fertilizers, pesticides, fungicides, fertilizers, grow media, cleaning products utilized by the Company.
- The Company will ensure that all hazardous waste generated at the facility will be transported and disposed of in accordance with local, state, and federal regulations.
- The Company will make special handling, storage, transfer, and disposal arrangements for hazardous materials that comply with federal and state laws and regulations.
- When hazardous waste is sent to an off-site disposal facility, the Facility Director will document delivery through electronic transportation manifests, which will be retained for a minimum of five (5) years.
- These records will include the name and address of the Company permitted hazardous waste transporter if a third party is used, and the disposal facility, as well as the type and amount of hazardous waste delivered, and the date of shipment.

IV. Universal Waste Storage and Disposal

1. Identification

Any waste items, matching a d description in the list below, will be taken to the Universal Waste Area. Only employees trained in Universal Waste Handling are authorized to handle Universal Waste.

A. **Architectural Paint.** Architectural paint means interior and exterior architectural coatings sold in containers of 5 gallons or less that is unused but intended for painting components of houses or other buildings. For the purposes of this Chapter, architectural paint only includes materials defined as a hazardous waste by characteristic or that contains a listed hazardous waste in accordance with Chapter 850, Section 3, that are generated by a person or entity that generates less than 100 kilograms in a calendar month (approximately 27 gallons or less) and accumulates no more than 55 gallons of hazardous waste at any one time in aggregate, including hazardous wastes other than architectural paints, or acutely hazardous waste in amounts less than or equal to those amounts specified in Chapter 850, Section 3(A)(5)(c). Architectural paint does not include industrial, original equipment or specialty coatings, ignitable or F-listed paint thinners, mineral spirits or solvents used for cleaning paint-related equipment, or other ignitable or F-listed paint thinners or solvents contaminated with architectural paint. Architectural paint also does not include: aerosol paints (spray cans), arts and crafts paints, adhesives and caulking compounds, epoxies, glues, automotive and marine paints, 2-component coatings, deck cleaners, industrial maintenance (IM) coatings, original equipment manufacturer (OEM) paints and finishes (shop applications), paint additives, colorants, tints, resins, roof patch and repair, tar, asphalt and bitumen based products, traffic and road marking paints, and wood preservatives. Architectural Paint may only be managed as universal waste if an approved Stewardship plan is also in place.

B. **Ballast.** Ballast means a device that electronically controls light fixtures and includes a capacitor containing 0.1 kg or less of dielectric.

C. **Cathode Ray Tubes.** Cathode Ray Tubes (CRTs) means a product video display component of televisions, computer displays, military and commercial radar, and other display devices.

D. **Lamp.** Lamp means a bulb or tube portion of an electric lighting device. A lamp is specifically designed to produce radiant energy, most often in the ultraviolet, visible, and infra-red regions of the electromagnetic spectrum. Examples of lamps are fluorescent lamps, high intensity discharge lamps, neon lamps, mercury vapor lamps, high pressure sodium lamps and metal halide lamps. Lamp includes both lamps that fail the Toxicity Characteristic Leaching Procedure (TCLP) and those that contain mercury but pass the TCLP.

E. **Mercury Device.** Mercury Device means a manufactured item that has mercury added. Examples of mercury devices are mercury thermometers, mercury manometers, sphygmomanometers, and mercury switches. The term does not include a motor vehicle mercury switch.

F. **Mercury Switch.** Mercury Switch means a mercury added manufactured item that uses metallic mercury to measure, control or regulate the flow of gas, fluids or electricity.

G. **Mercury Thermostat.** Mercury Thermostat means a temperature control device that contains metallic mercury in an ampule attached to a bimetal sensing element.

H. **Motor Vehicle Mercury Switch.** Motor Vehicle Mercury Switch means a mercury switch used in a motor vehicle. It includes mercury light switches used to turn a light bulb or lamp on and off and a mercury switch used in anti-lock braking systems.

2. Universal Waste Storage Procedures

1. Employees, trained in Universal Waste Handling, will add the Universal Waste Items they are disposing of to the Universal Waste Manifest Log.
2. Employees will place the Universal Waste items they have brought to the waste area in bins that are labeled with the items they are meant to hold.
3. If a new bin is needed, employees must contact the Facilities Maintenance Manager or Facilities Maintenance Technician. All new storage bins must be approved by the Facilities Maintenance Manager or Facilities Maintenance Technician and labeled with the new collection starting date.

A. Roles and Responsibilities

The Facilities Maintenance Manager or Facilities Maintenance Technician are responsible for performing the weekly Universal Waste Inventory and reconciling the Universal Waste Log if it is inaccurate. The Facilities Maintenance Manager or Facilities Maintenance Technician are also responsible for examining all Universal Waste Storage containers for damage and repairing or replacing any storage containers that are damaged. If any Universal Waste Storage containers are found to be full, the Facilities Maintenance Manager or Facilities Maintenance Technician are responsible for sealing that container and establishing a new one that is properly labeled.

B. Procedure

1. The Facilities Maintenance Manager or Facilities Maintenance Technician will make a copy of the Universal Waste Log to conduct their weekly inventory.
2. The Facilities Maintenance Manager or Facilities Maintenance Technician will inventory all items stored in the universal waste area. This will include the type and number of universal wastes (i.e.: number of lamps, thermostats, individual architectural paint original containers). The Facilities Maintenance Manager or Facilities Maintenance Technician will correct any discrepancies on the Universal Waste Log.
3. A copy of each weekly inventory will be kept in the Universal Waste Storage Area.
4. At the completion of the inventory the Facilities Maintenance Manager or Facilities Maintenance Technician fill out a written inspection log to document the any damage to the Universal Waste storage containers. The log includes the name of the inspector, date of inspection, number and condition of waste containers and descriptions of actions taken to address any problem discovered during the inspection.
5. If a Universal Waste Storage Bin is found to be full during the inspection, the Inspector will seal the bin and write the date the bin was deemed full on the bins label.

3. Disposal of Universal Wastes

All Universal Waste that is generated at Company will be disposed of in a safe and compliant manner.

A. Roles and Responsibilities

The Facilities Maintenance Manager is responsible for generating a Quarterly Universal Waste Report and a Recyclable Hazardous Material Uniform Bill of Lading. The Facilities Maintenance Manager is also responsible for organizing the Universal Waste Pickup and procuring a signed documentation stating that the chosen vendor conducted the quarterly Waste Pickup.

B. Procedures

1. The Facilities Maintenance Manager will fill out a Quarterly Universal Waste Report for internal records.
2. The Facilities Maintenance Manager will fill out a Recyclable Hazardous Material Uniform Bill of Lading.
3. The Company will arrange a pick up from a designated Waste Disposal vendor.
4. The Facilities Maintenance Manager will procure documentation of the contracted disposal for each Quarterly Universal Waste Pickup.

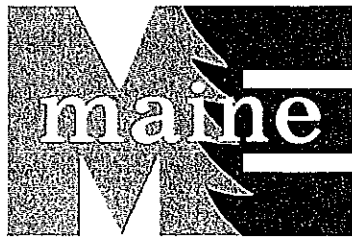
C. Emergency Response Protocols

The discharge, release, or misuse of a hazardous material may pose a significant threat to public health and safety. Waste management regulating authorities will be consulted to produce a response plan that meets all local and state requirements.

- The Company will adhere to the chemical spill information in the Emergency Response section of the Comprehensive Security Plan in the event of a spill, release, or accident involving hazardous material.
- If the Chief Executive Officer or the Facility Manager determine that emergency response is called for, he/she will immediately notify appropriate local and state authorities, as well as law enforcement as applicable.
- All incident activities will be documented, and records will be maintained for no less than one year and made available, upon request, to state and local authorities, and to law enforcement authorities acting within their lawful jurisdiction.
- For direction on cleaning up controlled spills, the manager will refer to the Accidental Release Measures (Item 6) of the SDS for the spilled chemical.

MARIJUANA WASTE FORM

[illegible]



OFFICE OF MARIJUANA POLICY

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

OFFICIAL PLAN OF RECORD

SECURITY PLAN

CULTIVATION, PRODUCTS MANUFACTURING, MARIJUANA TESTING and MARIJUANA STORES

Pursuant the Adult Use Marijuana Program Rule, the Department shall keep on file a copy of all facility plans, security plans, operating plans and cultivation plans, as well as copies of certifications of testing facilities. The most recent plan, whether submitted with the application for a marijuana establishment license, or by the subsequent approval of an application to change, shall be the Plan of Record with which the licensee must comply.

The Security Plan is an official Plan of Record. This document and use of this template are required. The Office of Marijuana Policy (OMP) understands that an applicant or licensee may have prepared other security documents. Although the applicant or licensee may submit additional security documents for reference, this Security Plan is designed to be a succinct, standalone document.

Although a revised Security Plan must be submitted within 14 days any time a material change is made to security measures, applicants/licensees are encouraged to utilize the Application for Changes to a Plan of Record when submitting a revised Security Plan to the Department prior to making material changes as the Department may determine that the revised Security Plan fails to meet minimum requirements. Material changes include, but are not limited to, the addition or removal of sensors or cameras, changing of monitoring companies, additions of points of entry and changes to lighting.

SECTION 1: Maine Adult Use Marijuana Establishment – Applicant/Licensee Information

Legal Business Name Blackbeard Farms LLC		Maine Adult Use Marijuana Establishment License Number ACB1121		
Trade Name/DBA (if applicable) Kind Farms Reserve		Federal Taxpayer ID/EIN 85-3491386		
Point of Contact Name Jelal Jones	Point of Contact Phone Number 774-330-9380	Point of Contact Email Address jelal350@gmail.com		
Physical Address of Facility 276 Harold Dow Highway		City Eliot	State ME	ZIP 03903

SECTION 2: Security Measures

All marijuana establishments must enact security measures to prevent the diversion of marijuana or marijuana products that are being cultivated, manufactured, tested, packaged, stored, displayed or transported. Provide sufficient detail so that the Department may determine whether the following requirements are met.

SECTION 2(a): Diagram(s)

For clarity, the use of numbering, labeling, and/or a diagram legend or key should be used to incorporate the information requested below.

1. Provide a diagram of the layout of the facility, including all limited access areas, display areas, commercial kitchen areas, and points of entry, if applicable. Include legal ingress onto the property from the closest maintained public way, as well as the square footage of the establishment and of the separate areas listed above. Limited access area means a building, room or other area within the licensed premises of a marijuana establishment where a licensee is authorized to cultivate, store, weigh, manufacture, package or otherwise prepare for sale adult use marijuana and adult use marijuana products. *

See attached.

2. Provide a diagram of the layout of the facility, including windows and doors (designating those which are lockable), alarm control panels, alarm sensors, video surveillance storage devices, video cameras, communication devices (internet/telephone), fences, and any other additional security measures. *

See attached.

* To the extent the information requested to be included in this diagram and in any section below can be incorporated into one master diagram, the applicant/licensee may do so with the goal of providing the clearest information for the Department.

SECTION 2(b): Lights

1. Do gates and/or perimeter entry points have lighting sufficient for observers to see, and cameras to record, any activity within 10 feet of the gate or entry?
☒ Yes ☐ No
2. Describe perimeter lighting at any point of entry or exit, whether it is a gate or access from a building.
Lighting is sufficient for observers to see, and cameras to record, any activity within 10 feet of the entry/exit points.
3. List equipment and provide rating for all lights as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).
RAB X34 Lights - 5514 lumens, 55 watts

SECTION 2(c): Doors and Windows

1. Do all perimeter entry doors and all doors separating limited access areas from areas open to visitors and customers have commercial grade locks, appropriate for facilities requiring high levels of physical security?
☒ Yes ☐ No
2. Are all external entrances to indoor facilities on the licensed premises lockable?
☒ Yes ☐ No
3. List equipment and describe commercial grade locks on all perimeter and limited access doors as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).
Dormakaba S/L6504 locks on perimeter/limited access doors (ANSI Grade 1)
4. Are all perimeter windows in good condition and lockable?
☒ Yes ☐ No
5. List equipment and describe locks on each perimeter window as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).
There is one window that is locked and monitored.

SECTION 2(d): Alarm System


1. Do you have an alarm system(s) monitored by a licensed security company capable of contacting the licensee and, if necessary, law enforcement?
☒ Yes ☐ No
2. Does the system include an audible alarm, which is capable of being disabled remotely by the security company?
☒ Yes ☐ No
3. List equipment and describe the alarm system.
**DMP XR-550 control panel with door contacts and Bosch ISC-BDL2-WI2G motion security sensors (Bosch Blue Line Gen2 TriTech Motion Detectors)
DMP HID Proximity reader**
4. Provide the name of the licensed security company, a specific point of contact, and that person's contact information.
American Security Alarm Inc., Corey Farwell, 207-324-3353
5. Do you have monitored sensors on all perimeter entry points and perimeter windows?
☒ Yes ☐ No
6. List equipment and describe monitored sensors on all perimeter entry points and perimeter windows as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).
Dormakaba S/L6504

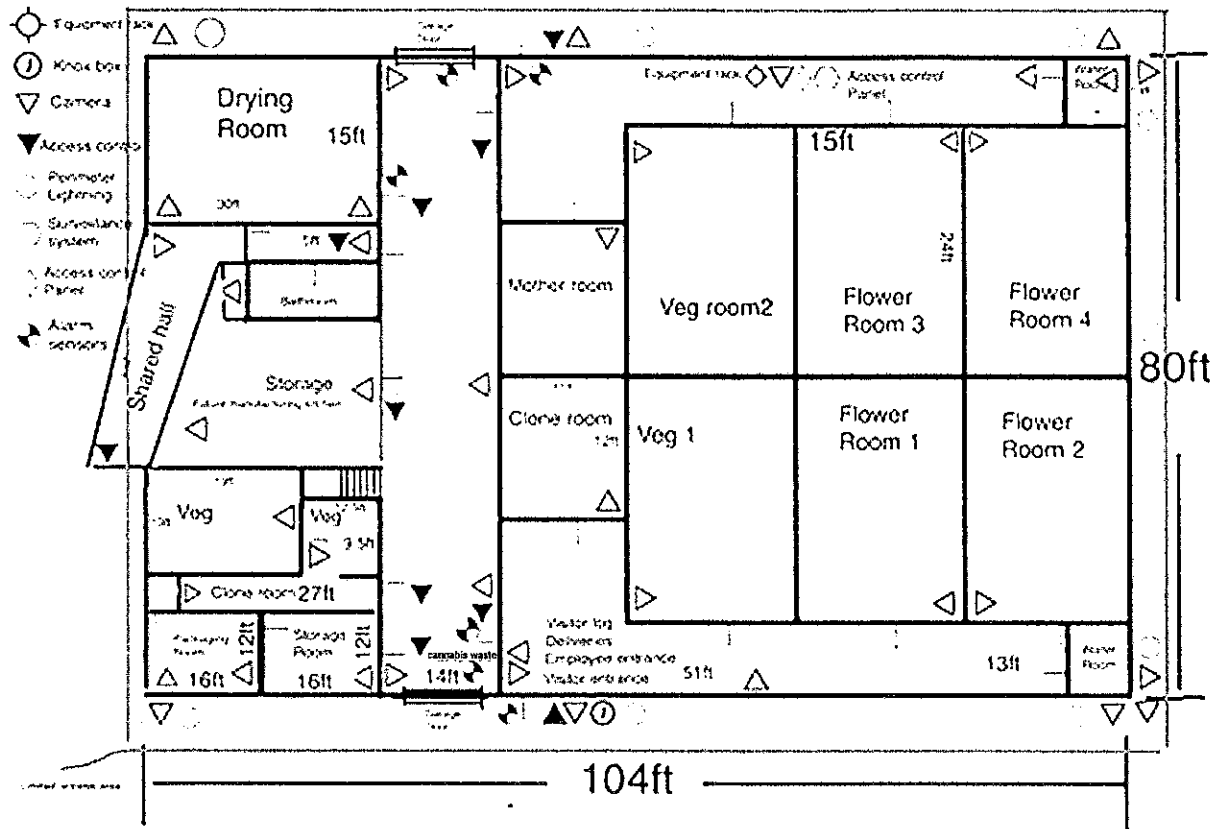
SECTION 2(e): Video Surveillance

1. Do you have a video surveillance system that meets the following minimum requirements? Check all that apply.
- ☒ Minimum resolution of 720p
 - ☒ Internet protocol capability
 - ☒ Continuous recording, 24 hours per day, at a minimum of 15 frames per second
 - ☒ Clear and accurate display of the time and date on all recorded images
 - ☒ Ability to copy and provide video surveillance recordings to the Department or law enforcement upon request

2.	<p>List equipment and describe, in detail, the video surveillance system, including the number and location of all permanently fixed cameras as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).</p> <p>Hikvision DS-966xxNI-18 series NVR DS-2CD2345F cameras (Hikvision 4MP AcuSense Fixed Turret Network Cameras)</p>
3.	<p>Check each box below to confirm the following requirements are met and reflected in the diagram(s) and corresponding description(s) above.</p> <p><input checked="" type="checkbox"/> Cameras must be permanently fixed inside each entry/exit point (perimeter and limited access area) to allow identification of persons entering the premises and limited access areas.</p> <p><input checked="" type="checkbox"/> Cameras must be permanently fixed outside each entry/exit point (perimeter and limited access area) to allow identification of persons exiting the premises and limited access areas.</p> <p><input checked="" type="checkbox"/> A sufficient number of cameras must be permanently fixed to allow the viewing, in its entirety, of any area where marijuana, marijuana plants, immature marijuana plants, seedlings, seeds, marijuana concentrate or marijuana products are cultivated, manufactured, stored or prepared for transfer or sale or where samples for mandatory testing are collected, and prepared and sealed for transport to a marijuana testing facility.</p> <p><input checked="" type="checkbox"/> A sufficient number of cameras must be permanently fixed to allow the viewing, in its entirety, of any area where marijuana waste is stored before being made unusable, or where marijuana waste is made unusable.</p> <p><input checked="" type="checkbox"/> A camera must be permanently fixed at each point of sale to monitor the identity of the purchaser and ensure facial identity.</p>
4.	<p>The video surveillance storage device must be secured. Indicate below which of the following approved methods will be used to meet this requirement.</p> <p><input checked="" type="checkbox"/> On premise</p> <p style="margin-left: 20px;"> <input type="checkbox"/> Lockbox <input checked="" type="checkbox"/> Cabinet <input type="checkbox"/> Closet <input type="checkbox"/> Secured in another manner to protect from employee tampering or theft </p> <p><input type="checkbox"/> Off premise, third-party server</p>
5.	<p>If the video surveillance storage device is secured on premise, list equipment and describe the manner in which it is secured. *Must be reflected in diagram(s).</p> <p>Hikvision DS9664NI NVR - stored in locked cabinet</p>
6.	<p>If the video surveillance storage device is secured off premise with a third-party server, provide the name of the third-party server, a specific point of contact, and that person's contact information.</p> <p>N/A</p>
7.	<p>Describe the video surveillance records retention policy, including the minimum number of days video surveillance records are maintained on the licensee's recording device.</p> <p>Recordings will be kept for 45 days.</p>
8.	<p>Describe how the applicant/licensee shall maintain a list of all persons with access to the video surveillance recordings and procedures for controlling access to the recordings.</p> <p>Only the company's owner has access to the video feed.</p>
<p>SECTION 2(f): Fencing and Lighting Requirements for Cultivation Facilities.</p> <p>This section applies to cultivation facilities that cultivate seedlings, immature plants, or mature plants in outdoor areas or in greenhouses or other structures that do not meet all security requirements for buildings.</p>	
1.	<p>Are all fencing and gates secure, at least 6 feet high and obscure, or have a cover that obscures, the Limited Access Area from being readily viewed from outside of the fenced in area.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
2.	<p>List equipment and describe secure fencing and all gates, including height and material used to obscure the Limited Access Area from being readily viewed from outside of the fenced in area as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).</p> <p>N/A</p>
3.	<p>Is there sufficient lighting to illuminate a perimeter of at least 10 feet around any point of entry, either it is a gate or access from the building?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
4.	<p>List equipment and describe all lighting as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).</p> <p>N/A</p>
5.	<p>Are there a sufficient number of cameras permanently fixed to allow recording of all areas outside of the premises within 10 feet of the exterior fence and gates of a cultivation facility with outdoor growing.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
6.	<p>List equipment and describe all video cameras as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).</p> <p>N/A</p>
<p>SECTION 3: Controlling Access to the Marijuana Establishment</p>	
<p>SECTION 3(a): Controlling Public Access</p>	
1.	<p>Are all entry points designed so that no person under 21 years of age is allowed entry to the licensed premise?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
2.	<p>Describe all of entry points designated as the place where the licensee or licensee's employee will verify the age and identity of all persons entering the premises as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s).</p> <p>The entirety of the building is limited access and doors are locked at all times. Only employees with a keyfob are able to enter the building. Contractors or visitors requiring entry will have their valid, government-issued form of identification checked to confirm they are 21 years of age or older prior to entry.</p>

3.	For nursery cultivation facilities and marijuana stores only, describe a designated entry point at which a licensee or licensee's employee will check for a valid government issued form of identification prior to allowing access to areas of the premises designated for retail sales. N/A
4.	Describe all entry points designated as a place where the licensee or licensee's employees will receive mail or other deliveries as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s). No mail or other deliveries will be received at the facility.
5.	Describe how applicant/licensee will ensure that all licensees, employees, and security guards maintain compliance with all laws and regulations related to firearms and other weapons in and around the marijuana establishment. Blackbeard Farms expressly prohibits employees from possessing a firearm or other dangerous weapon within the licensed premises. The policy applies to all employees including, but not limited to, employees who possess a valid concealed carry permit, and the policy will be enforced.
SECTION 3(b): Controlling Employee Access	
1.	Describe all entry points designated as employee entrances, including the manner in which employees gain access to the marijuana establishment (e.g. badge scanner or key locked doors), as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s). Employees must provide an active keyfob to gain access to the control system and enter. The entire facility is limited access.
2.	Describe any additional security measures aimed to prevent employee theft.
SECTION 4: Controlling Access to Limited Access Areas	
SECTION 4(a): General Requirements	
1.	Do you have the following security measures in place for all limited access areas? Check all that apply. <input checked="" type="checkbox"/> Identification checks <input checked="" type="checkbox"/> Locked doors <input checked="" type="checkbox"/> Video surveillance <input checked="" type="checkbox"/> Required signage
2.	Describe how the applicant/licensee will utilize the security measures listed above to control access to all limited access area as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s). The entrances to the licensed premise as well as ingress/egress to limited access areas are equipped with locks, required signage, and video surveillance.
SECTION 4(b): Controlling Contractor and Other Licensee Access	
1.	Are security measures in place to control access to limited access areas by contractors 21 years of age or older (including, but not limited to, electricians, plumbers, engineers or alarm technicians) who will not handle marijuana plants, marijuana or marijuana products? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.	Are security measures in place to control access to limited access areas by sample collector and marijuana testing facility licensees or licensee's employees displaying valid individual identification cards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3.	Describe all designated areas where contractors and other licensees will be required to provide proof of identification, sign a visitor entry log, receive a visitor identification badge and be monitored at all times by establishment staff as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s). Employees will review a valid, government-issued form of identification to verify the age of all non-employees requesting entry at the main entrance to confirm they are 21 years of age or older prior to the individual being allowed into the facility. Employees will require all visitors/contractors accessing the limited access areas to sign into and out of a visitor log and receive an ID badge.
SECTION 4(c): Controlling Employee Access	
1.	Describe how the applicant/licensee will ensure all owners, managers, and employees display valid individual identification cards at all times. Blackbeard Farms will have a policy that all owners, managers and employees must have their individual identification cards with them at all times while on the licensed premise, either on a lanyard or other mechanism for keeping the IIC on their person and visible.
SECTION 4(d): Additional Security Measures for Nursery Cultivation and Marijuana Retail Stores Only.	
1.	Are display cases lockable and secure to prevent the public from handling marijuana plants, marijuana or marijuana products without direct supervision of a licensee or employee? <input type="checkbox"/> Yes <input type="checkbox"/> No
2.	Are counters of sufficient height to prevent the public from handling marijuana plants, marijuana or marijuana products without direct supervision of a licensee or employee? <input type="checkbox"/> Yes <input type="checkbox"/> No
3.	Describe all security measures taken to ensure compliance with the above requirements. N/A
SECTION 5: Controlling Access When Co-Locating	

<p>1. For licensees co-locating establishments with another Maine Adult Use Marijuana Program licensee or Maine Medical Use of Marijuana Program registrant, provide a diagram of the layout of the facility, including clear delineation of separate licensed or registered premises and shared space, if any. *</p> <p style="text-align: center; margin-top: 50px;">N/A</p>		
<p>* To the extent the information requested to be included in this diagram and in any section below can be incorporated into one master diagram, the applicant/licensee may do so with the goal of providing the clearest information for the Department.</p>		
<p>2. For licensees co-locating establishments with another Maine Adult Use Marijuana Program licensee or Maine Medical Use of Marijuana Program registrant, describe how applicant/licensee will control access to the licensed premises and limited access areas as depicted and numbered/labeled in the diagram(s). *Must be reflected in diagram(s). Also describe the activities that will take place in shared space, if any.</p> <p style="text-align: center;">N/A</p>		
<p>SECTION 6: Reports of Non-Compliant Conduct</p>		
<p>1. Describe how the licensee will ensure any incident of non-compliance with the marijuana establishment licensee's authorized conduct will be reported in writing to the Department within 24 hours.</p> <p style="text-align: center;">Any incident of non-compliance will be reported to the Department in writing within 24 hours.</p>		
<p>SECTION 7: Notice</p>		
<p>The Department shall keep on file a copy of all facility plans, security plans, operating plans and cultivation plans, as well as copies of certifications of testing facilities. The most recent plan, whether submitted with the application for a marijuana establishment license, or by the subsequent approval of an application to change, shall be the Plan of Record with which the licensee must comply. OMP's Compliance Division will have access to all plans and will review all plans prior to an inspection or investigation. Failure to comply with the Plan of Record may lead to enforcement action.</p> <p>Although a revised Security Plan must be submitted within 14 days any time a material change is made to security measures, applicants/licensees are encouraged to utilize the Application for Changes to a Plan of Record when submitting a revised Security Plan to the Department prior to making material changes as the Department may determine that the revised Security Plan fails to meet minimum requirements. Material changes include, but are not limited to, the addition or removal of sensors or cameras, changing of monitoring companies, additions of points of entry and changes to lighting.</p>		
<p>Signature – This Plan of Record cannot be accepted without a signature</p>		
<p>Any information contained within this Plan of Record or otherwise found, obtained, or maintained by the Department, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.</p>		
<p>Authorizing Business Representative's Signature: </p>		<p>Date: 7/21/2022</p>
<p>Printed Name: Malina E. Dumas, Esq.</p>	<p>Email Address: malina.dumas@dentons.com</p>	<p>Phone Number: 207-578-480</p>



PB22-15: 7 Maclellan Ln.: Site Plan Amendment/Review and Change of Use – Addition of Marijuana Store **and Medical Marijuana Caregiver Retail Store**, Office, and Retail to Existing Use



TOWN OF ELIOT MAINE

PLANNING OFFICE

1333 State Road

Eliot ME, 03903

To: Planning Board
From: Jeff Brubaker, AICP, Town Planner
Cc: Lew Chamberlain, P.E., Attar Engineering, Applicant's Representative
Joel Pepin, Applicant
Date: September 29, 2022 (report date)
October 4, 2022 (meeting date)
Re: PB22-15: 7 Maclellan Ln.: Site Plan Amendment/Review and Change of Use – Addition of Marijuana Store **and Medical Marijuana Caregiver Retail Store**, Office, and Retail to Existing Use

Updates from previous report throughout the document

Application Details/Checklist Documentation	
✓ Address:	7 Maclellan Ln.
✓ Map/Lot:	37/19
✓ PB Case#:	22-15
✓ Zoning:	Commercial/Industrial (C/I) District
✓ Shoreland Zoning:	Resource Protection (RP), Limited Commercial (LC)
✓ Owner Name:	Potions, LLC
✓ Applicant Name:	Potions, LLC & JAR Cannabis Co.
✓ Proposed Project:	Marijuana Store, Office, and Retail
✓ Application Received by Staff:	June 28, 2022
✓ Application Fee Paid and Date:	\$300 (SP Amend.: \$100; Chg. of Use: \$25; PH: \$175) June 29, 2022
✓ Application Sent to Staff Reviewers:	June 30, 2022
Application Heard by PB Found Complete by PB	August 16, 2022; October 4, 2022 (scheduled) TBD
Site Walk	TBD
Site Walk Publication	TBD
Public Hearing	TBD
Public Hearing Publication	TBD
Deliberation	TBD
✓ Reason for PB Review:	Site Plan Amendment, Change of Use, Marijuana Establishment, Medical Marijuana Establishment

Overview

Applicants Potions, LLC, and JAR Cannabis Co. (property owner: Potions, LLC; agent: Attar Engineering) seek Site Plan Amendment/Review and a Change of Use approval to add a co-located marijuana establishment (marijuana store) and medical marijuana caregiver retail store, along with office space and retail space, to the existing approved uses (marijuana products manufacturing facility, retail) at 7 Maclellan Ln. (Map 37, Lot 19). The proposed co-location of the caregiver retail store is a new proposal made by the applicant on September 28. There is some uncertainty regarding whether this proposal complies with the Office of Cannabis Policy’s (OCP) Adult Use Program Rule – see below.

The site plan has 3 phases: 1. Continuation of the existing building (former car wash) with its current approved marijuana products manufacturing facility use and same tenant (“marijuana manufacturing building”); 2. Construction of a 2-story building with the co-located marijuana/medical marijuana retail on the ground floor (1,000 sq. ft. each) and 2,000 sq. ft. of office space on the second floor (“marijuana retail building”); and 3. Construction of a single-story, 3,200 sq. ft. mixed-use office/retail building near the center of the site.

Phase 2 would include the installation of stormwater BMPs; planting of vegetative screening along the Route 236 frontage; removal of the existing septic leach field and construction of a smaller leach field within the old field’s footprint; and a parking lot for the marijuana retail building.

Phase 3 would include the expansion of the parking lot and planting of foundation plantings around the office/retail building and the tie-in of that building to the new septic system. The office/retail building would be detached from the marijuana manufacturing building, a change from the 8,000 sq. ft. addition approved under PB20-5 (February 2021).

Application contents

Submitted June 28, 2022

- Cover letters dated 6/27/22 from both Attar Engineering and JAR Cannabis
- Agent authorization letters, JAR Cannabis Co. and Blake Dubin to Attar Engineering, Inc.
- SPR application signed by Attar Engineering
- Quitclaim deed
- 500 foot abutters list
- Location maps
- Site plan set

Submitted August 16, 2022

- OCP Conditional License AMS853 for Adult Use Marijuana Store to JAR Co. Portland LLC (dba JAR Cannabis Co.), exp. 9/29/22

Submitted September 28, 2022

- Cover letter dated 9/28/22
- Previously submitted agent authorization letters
- SPR application signed by Attar Engineering
- Section 33-127 application content summary
- Quitclaim deed, Blake Dubin to Potions, LLC, recorded 1/11/21
- Commercial lease between Potions LLC and JAR Consulting, LLC, unclear date of signature
- 500 ft. abutters list
- Location map 1” = 2000’
- Parcel map 1” = 500’
- HHE-200 SSWDS application, JAR Cannabis Co., dated 9/27/22, including 2 test pit results

PB22-15: 7 Maclellan Ln.: Site Plan Amendment/Review and Change of Use – Addition of Marijuana Store **and Medical Marijuana Caregiver Retail Store**, Office, and Retail to Existing Use

- Traffic Impact Study, prepared by Sewall, Diane W. Morabito, PE, PTOE, dated 9/15/22 (summary only in some printed packets; see electronic packet for full study including Synchro outputs and crash data)
- Stormwater management plan, including HydroCAD modeling and BMP operation/maintenance plan
- Confidential information (in printed packets for PB members only)
 - Store operating plan
 - Waste management plan
 - Sample certificate of security installation
- Site plan set dated 9/28/22
 - Sheets 1-3: phased site plans
 - Sheet 4: lighting plan at buildout
 - Sheet 5: landscaping plan at buildout
 - Sheets 6-8: site details and erosion & sedimentation control notes
- Registered caregiver card (redacted from packet for confidentiality)

Type of review needed

Site plan review – review for completeness. Due to the proposal for a co-located adult use and medical marijuana caregiver retail store and the amount of information received, my recommendation is to continue review to a future meeting, determine if any third-party review is warranted under 33-128, and determine if you would like to conduct a site walk.

Zoning

Commercial-Industrial (C/I); RP and LC shoreland zoning in the western corner of the property

Use

Marijuana establishments, medical marijuana establishments, retail sales, and office uses are SPR uses in the C/I district.

Affidavit of ownership (33-106)

Quitclaim deed and commercial lease provided for Potions, LLC, and JAR Consulting, LLC.

OMP Conditional License and Medical Marijuana Caregiver Retail Store

A renewed conditional license is needed for AMS853, which expired 9/29/22.

Also, recall that OCP's Adult Use Program Rule has restrictions on adult/medical retail co-location (ref. Section 2.7.7; rule available at the following link: <https://www.maine.gov/dafs/ocp/adult-use/rules-statutes>). A previous applicant (PB21-29; 16 Arc Rd.) with a similar proposal provided written correspondence from OCP concurring with their co-location. Of note was that their named medical registered caregiver was not also an adult use store licensee. In this 7 Maclellan application, the applicant has provided the registration card of the proposed registered caregiver (redacted from the packet for the purpose of confidentiality) but it appears that they have an ownership interest, and/or association with, the adult use operation and conditional license. At the time of this report, I have sought more information from the applicant and OCP.

For the marijuana products manufacturing facility, Sweet Dirt 2, LLC, holds Active License AMF826 and is currently seeking local license renewal from the Town.

PB22-15: 7 Maclellan Ln.: Site Plan Amendment/Review and Change of Use – Addition of Marijuana Store **and Medical Marijuana Caregiver Retail Store**, Office, and Retail to Existing Use

Dimensional requirements (45-405)

Dimension	Standard	Met?
Min lot size	3 acres	Met
Lot line setbacks	30'/20'/30' front/side/rear	Met , setback lines shown on plans, parking outside of front setbacks (45-491)
Building height	55 ft.	Presumptively met , as no building is taller than 2 stories. However, elevation drawings are needed per 33-127(18)b (added to Ch. 33 in June 2022) and could confirm compliance with the height limit.
Lot coverage	50%	Met . See Sheet 3, Note 5. Phase 3 lot coverage: 5.3%
Min street frontage (ft)	300	Met
Max sign area (sf)	Max. 50 sf for wall-mounted, 100 sf for common freestanding	The site plans show the existing sign from the car wash, now defunct. More information is needed on all proposed signs to demonstrate compliance with 45-405 and Ch. 45, Article XI.

Site walk (33-64)

At the Board's discretion

Marijuana performance standards (33-190)

Paragraph	Standard summary	Met?
(1)	Screening per 33-175	Appears to be substantially met with existing plantings on Maclellan Ln., new proposed plantings in Phase 2 along Route 236, and partial foundation plantings for the Phase 2-3 buildings.
(2)	Comply with applicable parking requirements (45-495)	Appears to be met for all phases. Phase 1 – existing building/approval. Phase 2 – 32 required, 42 provided (3 ADA). Phase 3 – 53 required, 62 provided.
(3)	Signage and advertising	More information needed from applicant on signage.
(4a)	Activities conducted indoors, no outdoor sales	No outdoor sales apparent
(4b1)	Waste disposal	Appears to be substantially addressed by waste management plan (confidential) provided in paper packet to PB members; Sheet 2, Note 8; and Sheet 3, Note 10. Sheet 7 detail shows dumpster enclosure. Waste disposal plan was included in PB21-18 for the marijuana products manufacturing facility.
(4b2)	Wastewater disposal	Wastewater disposal plan was included in PB21-18 for the marijuana products manufacturing facility.
Security (see confidential store operating plan and security information in paper packet; Sheets 2 and 3 notes) – further compliance may be confirmed during Police Dept./CEO walkthroughs. See PB21-18 for security review for marijuana products manufacturing facility.		

PB22-15: 7 Maclellan Ln.: Site Plan Amendment/Review and Change of Use – Addition of Marijuana Store **and Medical Marijuana Caregiver Retail Store**, Office, and Retail to Existing Use

(4c1)	Surveillance cameras	Appears to be substantially met. See Sheet 3, Note 8. Footage storage for 45 days. However, applicant should confirm cameras will be in operation 24/7.
(4c2)	Door/window alarm system with Police Dept. notification	Appears to be addressed in security document and store, and PD notification could be addressed during PD inspection of building.
(4c3)	Locking safe or secure storage container	Appears to be met in store operating plan
(4c4)	Exterior lighting	Appears to be met. See Sheet 4 lighting plan for existing marijuana manufacturing building (PB21-18) and proposed marijuana store building.
(4c5)	Door/window locks	Appears to be met for doors in store operating plan
(4c6)	Identification checks	Appears to be met in store operating plan
(5)	“500 foot rule” separation/buffering	Appears to be met for the proposed marijuana store/medical marijuana caregiver retail store building. See buffer line and measurement from Town-owned parcel (Map 36, Lot 13) on Sheet 2.
(6)	Hours of operation	Appears to be met in store operating plan
(7)	Cultivation area limitation	N/A
(8)	Sale and production of edible products	Applicant will need to provide update on commercial food licensing if edibles are to be sold. See PB21-18 for information on marijuana products manufacturing facility licensing.
(9)	Drive-through and home delivery prohibition	Appears to be met , addressed in store operating plan
(10)	Traffic impact assessment	Included in packet. See below.
(11)	Pesticides, packaging, and labeling	Defer packaging and labeling requirements to State OCP review.
(12)	Inspections	Relates to building permit/Fire Chief review
(13)	Change/addition of use	Met – current proposal under review by PB.
(14)	Other laws remain applicable	Reference previous discussion of state co-location rules.

Traffic (45-406)

See Traffic Impact Assessment included in packet. It has been shared with Maine DOT for their review. Excerpts from TIA summary:

“The proposed development is expected to generate between 32 and 80 new one-way trips during peak hours. Given these results a TMP is not required from MaineDOT...”

In terms of capacity, the signalized intersection of Route 236 and Beech Road is projected to operate at a good level of service “B” overall during both peak hour analysis periods, with all lanes at “D” or better, under both No Build and Build volumes. Similarly, MacLellan Lane is projected to operate at an acceptable LOS “D” under PM peak hour volume and at LOS “A” during the Saturday peak hour. Hence, no capacity concerns were identified by the analysis. The analysis demonstrates the minimal impact the development will have off-site on traffic operations...

PB22-15: 7 Maclellan Ln.: Site Plan Amendment/Review and Change of Use – Addition of Marijuana Store **and Medical Marijuana Caregiver Retail Store**, Office, and Retail to Existing Use

In terms of safety, there are no high crash locations within the study area so no further accident review or evaluation is necessary.”

My initial review (more to be provided at the meeting):

- The TIA’s 2024 PM peak projections for Maclellan Ln. approach
 - No build: 25 right turns, 27 left turns
 - Build: 37 right turns, 46 left turns
- The TIA’s 2024 PM peak projections for left turns from Route 236 onto Maclellan Ln.
 - No build: 5 left turns
 - Build: 15 left turns
- The TIA’s 2024 PM peak projections for right turns from Route 236 onto Maclellan Ln.
 - No build: 12 right turns
 - Build: 29 right turns
- One of the larger 2024 PM peak hour delay differences is for southbound Maclellan Ln. exiting movements, no-build vs. build, increasing from 19.9 sec. (LOS C) in no build to 31.4 sec. (LOS D) in the build scenario. The TIA reports: “...the unsignalized Maclellan Lane is projected to operate at an acceptable LOS “D” during the weekday PM peak hour and at LOS “A” during their Saturday peak hour. Given these results, there are no capacity concerns and no mitigation, such as dual exit lanes, are recommended for Maclellan Lane.”

Currently, Maclellan Ln. (private) has a gravel/dirt surface. To accommodate the projected increases in traffic in and out of the site, accounting for other/background traffic, it is recommended that the private street be upgraded to Town standards (Ch. 37) from Route 236 to the site driveway, as part of this proposed development, addressing the provision to “provide for safe access to and from public and private roads” in 45-406. The TIA has demonstrated that no intersection/segment capacity upgrades are warranted (though it separately recommends a fix to the existing Beech Rd. signal operation) based on the site’s added traffic. In this case, the upgraded section of Maclellan Ln. would need only one inbound lane and one outbound lane (approaching the Route 236 intersection) retaining its unsignalized, stop-controlled operation. This could change based on new information or a requirement from MaineDOT. The upgrade of Maclellan Ln. could potentially have a benefit for reducing the tracking of dirt/gravel into the Route 236 right-of-way and potential ponding after rain events in ruts in the dirt/gravel surface.

Odor (45-409)

Odor is not expected to be substantial given the retail store/manufacturing uses; however the PB may inquire further if you feel it is warranted.

Stormwater runoff (45-411)

See stormwater management plan in packet. Stormwater features are similar to previous applications for the site and include a detention pond, swale, and spillway. These features would be built in Phase 2. For the 50-year storm, reductions in runoff flow of 1.44 cubic feet per second (cfs) and 1.52 cfs, respectively, are demonstrated in the applicant’s modeling for the 2 analysis points. Given the proposed disturbance of greater than 1 acre, the development will be required to enter into a Ch. 35 post-construction stormwater maintenance agreement to ensure the continued adequate functioning of the privately-maintained stormwater features.

PB22-15: 7 Maclellan Ln.: Site Plan Amendment/Review and Change of Use – Addition of Marijuana Store **and Medical Marijuana Caregiver Retail Store**, Office, and Retail to Existing Use

Erosion control (45-412)

See Sheet 6.

Preservation of landscape (45-413)

The lot is already developed by a previous car wash use. While additional impervious surface will be added, wetlands and shoreland zoning in the western and northern portions of the site will be primarily undeveloped or remain vegetated.

Water and sewer

The site is served by a well and would be served by a new, downsized septic system/leach field. The current field is sized for the heavy demands of the former car wash use. See the HHE-200 form for more information about the proposed new septic system and how it would be phased and tied in to all buildings.

The Town's Water-Sewer Project intends to extend water and sewer service past Maclellan Ln. on Route 236. However, the extension past Julie Ln. is anticipated as a future phase.

* * *

Respectfully submitted,

Jeff Brubaker, AICP
Town Planner



ATTAR

ENGINEERING, INC

CIVIL ♦ STRUCTURAL ♦ MARINE

Mr. Jeffery Brubaker, AICP, Town Planner
Town of Eliot, Maine
1333 State Road
Eliot, Maine 03903

September 28, 2022
Project No. C341-22

**RE: Site Plan Application for Site Plan Amendment
Potions, LLC & JAR Cannabis (Tax Map 37, Lot 19)
7 MacLellan Lane, Eliot, Maine**

Dear Mr. Brubaker:

On behalf of the lot owner/applicant, Potions, LLC, and applicant/potential tenant, JAR Cannabis Co., I have enclosed a Site Plan Application and supporting documents for your review and consideration.

The site, which contains 3.09 acres, is located at 7 Maclellan Lane and was originally developed as a car wash. The car wash use has been discontinued and an Adult Use Marijuana Manufacturing use has been established in the existing building, per previous site plan approvals. The site is in the Commercial/Industrial zoning district and partially within Limited Commercial and Resource Protection Shoreland Overlays. It is not located in a flood hazard zone.

JAR Cannabis Co. proposes to construct and operate a 1,000 s.f. Adult Use Marijuana Retail Store and a 1,000 s.f. Medical Marijuana Caregiver Retail Store with an additional 2,000 s.f. of office space on a second level in the same building. JAR Cannabis will be a tenant of Potions, LLC. JAR Cannabis has provided a Retail Store Operating Plan and Waste Management plan as part of this application.

Potions, LLC, proposes, as separate, future, phase, to reduce the size of the previously approved, 8,000 s.f building to a 3,200 s.f., mixed use building of office and general retail space.

The existing Adult Use Marijuana Manufacturing operation will remain as a tenant of Potions, LLC.

The application includes a current HHE-200 form that addresses septic system improvements. The existing septic system will be modified or rebuilt with a smaller footprint due to the reduction in required sewer capacity.

The application includes a traffic impact study, prepared by Sewall. Trip generation for the completed development is expected to be less than 100 peak hour trips, therefore, a MDOT Traffic Movement Permit is not required.

The applicant respectfully requests two waivers from Chapter 33 required information:

1. Plan scale 33-127: 1" = 20' is required. 1" = 30' is proposed to enable the project site and surrounding area to be depicted on a single sheet.
2. High Intensity Soils Report 33-127(12): The site, including the area of proposed expansion has previously been developed. Test pits are provided in the leach field area.

1284 State Road, Eliot, ME 03903 ♦ tel (207) 439-6023 ♦ fax (207) 439-2128

Wetlands are delineated. A high intensity soil survey would not provide any additional, relevant, soil information.

We look forward to discussing this project with the Planning Board at their next available meeting. Please contact me for any additional information or clarifications required.

Sincerely;

A handwritten signature in blue ink, appearing to read "Lewis Chamberlain".

Lewis Chamberlain, P.E.

C341-22 Site_cover.doc

Joel Pepin
JAR Co. Farms Windham, LLC
dba JAR Cannabis Co.
P.O. Box 404
Standish, ME 04084

Jeffery Brubaker
Town Planner
Town of Eliot
1333 State Road
Eliot, ME 03903

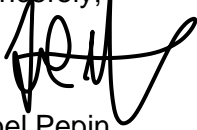
June 27, 2022

Dear Mr. Brubaker,

Please be informed that Lewis Chamberlain, P.E. and Michael Sudak, E.I.T. of Attar Engineering, Inc. will be acting as my agents for the applications and permitting of my project at 7 Maclellan Lane in Eliot, Maine.

Please contact me if I can provide any additional information.

Sincerely;

A handwritten signature in black ink, appearing to read 'JP', with a stylized flourish extending from the end.

Joel Pepin

cc: Lewis Chamberlain, P.E. Attar Engineering, Inc.

**Blake Dubin
Potions, LLC
336 Miller Ave
Portsmouth, NH 03801**

Jeffery Brubaker
Town Planner
Town of Eliot
1333 State Road
Eliot, ME 03903

June 27, 2022

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Please contact me if I can provide any additional information.

Sincerely;

Blake Dubin



cc: Lewis Chamberlain, P.E. Attar Engineering, Inc.

Case No. _____
Site review? Yes No

**APPLICATION FOR SITE PLAN REVIEW
TOWN OF ELIOT PLANNING BOARD**

☐ **Step 1. (Fill in all blocks below - See the Planning Assistant if you don't understand.)**

Tax Map 37 Lot# 19 Lot Size 3.09 ac. Zoning District: C/I, SLLR, RP

Your Name Lewis Chamberlain (agent) Your mailing address 1284 State Road

City/Town Eliot State: ME Zip: 03903 Telephone: 207-439-6023

Who owns the property now? Potions, LLC

Address (Location) of the property 7 Maclellan Lane

Property located in a flood zone? Yes X No
(If yes, please complete the attached Flood Hazard Development Application and return it with your completed application)

☐ **Step 2 (establish your legal interest in the property)**

Attach a copy of the Purchase and Sales Agreement, Deed, Tax records, Signed Lease, or other documents to the satisfaction of the Planning Assistant. If you are representing a corporation, provide documentation that you have authority to speak for the corporation.

☐ **Step 3 (Go to the Zoning Ordinance Section 45-290, Table of Land uses)**

Office, Retail, Adult Use Marijuana Manufacturing
What SPECIFIC land use are you applying for? Adult Use Marijuana Retail Store Medical Marijuana
(You MUST make this selection from Section 45-290 of the Zoning Ordinance) Caregiver Retail Store

Having entered the SPECIFIC land use above now provide a more detailed description of what you want to do:
See attached cover letter.

Case No. _____

Site review? Yes No

☐ **Step 4 Attach ten (10) copies of a sketch plan, showing in approximate dimensions the following:**

- ☒ All zoning districts
- ☒ The location of all existing and/or proposed buildings
- ☒ The setbacks of all existing and proposed structures or uses.

- ☒ The location of proposed signs, their size, and direction of illumination.

- ☒ The location of all existing and/or proposed entrances and exits.

- ☒ All existing and/or proposed parking areas (parking is permitted in the front, rear and side of the premises, so long as it does not violate setback requirements.)

- ☒ Plans of buildings, sewage disposal facilities, and location of water supply.

☐ **Step 5 Sign the application (both owner and applicant must sign and date the application) and submit fee with preliminary plans (\$100 per acre for first 5 acres and \$50 per acre after five plus \$150 for advertising and public hearing fees)**

Applicant  Agent _____ Date 9/28/22

Property Owner _____ Date _____

☐ **Step 6 Application received by Planning Assistant**

Date received by the PA _____ PA initials _____

☐ **Step 7 The Planning Assistant will review the application and if complete, will place your application on a future Planning Board agenda**

☐ **Step 8 The applicant or representative of the applicant must attend the Planning Board meeting**

PART 1 - THE PROCEDURE

Case No. _____

Site review? Yes No

(STEP 1) Meet with the Planning Assistant to assure that Site Review is required. Obtain application forms and assemble data for submission.

(STEP 2) Sketch Plan Stage Application submission. Include 10 copies of the sketch plan, survey map, location map, and affidavit of ownership or legal interest. (Section 33-63)

(STEP 3) Applicant attends first meeting with Planning Board, describes project, and answers questions (*Board may review checklist for the Site Plan at this time or act on waivers requested for submission of data*)

(STEP 4) Board sets up site visit with applicant (Section 33-64).

(STEP 5) Board visits site with applicant.

(STEP 6) Applicant attends succeeding meetings. Board does preliminary review of the Ordinance requirements for applicability to the Site Plan. Board and notifies applicant of changes required to Sketch Plan after site inspection (Section 33-103).

(STEP 7) Applicant revises the "Sketch Plan" as needed, submits the Site Plan, and pays non-refundable fees prior to the second Planning Board meeting. (Sections 33-126 & 33-128).

(STEP 8) Site Plan Stage Applicant attends succeeding meetings with Planning Board and discusses Site Plan (Section 33-129) until Board votes to accept the Site Plan (Section 33-126) *Board schedules public hearing for future meeting when all requirements have been or will be met.*

(STEP 9) Board conducts Public Hearing (Section 33-130).

(STEP 10) Approval stage Board approves / approves with conditions / disapproves applicants application within 30 days of the close of the final Public Hearing or 75 days from date Board accepted completed application and Site Plan (Section 33-131). If more than one public hearing is held, the 30-day period begins after the last public hearing.

(STEP 11) Board issues a Notice of Decision, which contains findings certifying compliance with ordinance, reasons for conditional approval or reasons for disapproval (Section 33-131). The Notice of decision and signing of the final plan is for documentation purposes and does not determine the beginning of the appeal period.

(STEP 12) Appeal Period A 30-day appeal period begins from the date the Board makes a decision on the application. (Section 45-50) The applicant may begin work on the project during this period, but does so at his or her own risk.

PART 2

Case No. _____

Site review? Yes No

DETAILED ORDINANCE REFERENCES FOR EACH SITE REVIEW EVENT

1. Submit application. (Section 33-63) Include 10 copies of all submissions that show:

☐ Sketch Plan- (See Section 33-105) showing:

☒ All zoning districts

☒ Existing and proposed structures

☒ Existing and proposed parking areas (parking is permitted in the front, rear and side of the premises, so long as it does not violate setback requirements.)

☒ Existing and proposed Streets and entrances

☒ Existing and proposed setbacks

☒ Other site dimensions and area

☐ Site and public improvements and facilities

☒ Areas of excavation and grading

☒ Any other site changes

☒ Location Map-This is to be submitted along with or as part of the Sketch Plan (See Section 33-104) and includes:

☒ Scale of 500 ft to the inch

☒ Show all area within 2000 ft of property lines

☒ All surrounding existing streets within 500 ft

☒ Abutters lots and names within 500 ft of property boundary

☒ Zoning districts within 500 ft

☒ Outline of proposed development showing internal streets and entrances

2. Site inspection (Section 33-64) The Board and Applicant conduct site inspection. Applicant shall stake the lot corners, the location of all proposed structures, parking and the centerlines of all proposed streets and entrances in development. Verify that parking meets applicable setbacks

3. Board notifies applicant of changes required to Sketch Plan after site inspection such as contour interval, street classification, etc. (Section 33-103) and determines:

☐ If other Local, State or Federal agencies or officers (Section 33-102) should review Sketch Plan.

☐ If applicable, MaineDOT driveway permit is **required** prior to local approval for anyone installing, physically changing or changing the use of a driveway on state highway.

☐ If review by Eliot Fire Chief ____, Police Chief ____, or Road Commissioner ____ is required.

Case No. _____
Site review? Yes No

4. Applicant converts Sketch Plan into a "Site Plan" (Sections 33-126). The following requirements are considered by the Planning Board

Chapter 33 required information

☒ 4.1. Applicant shall provide one original and 10 copies of Site Plan drawn at a scale not smaller than 1-inch equals 20 feet showing the following information:

- ☒ 4.1.1. Development name, owner, developer, designer name and address and names and addresses of all abutters and abutters land use.
- ☒ 4.1.2. Certified perimeter survey showing a north arrow, graphic scale, corners of parcel, total acreage, etc. This means a survey of the property using the standards of practice established by the State of Maine Board of Licensure for Professional Land surveyors, MRSA Chapter 121.
- ☒ 4.1.3. Temporary markers.
- ☒ 4.1.4. Contour lines at 5-ft intervals or as Board decides.
- ☒ 4.1.5. A list of the provisions of Chapter 45 (Zoning) which are applicable to this area and identification of any zoning district boundaries affecting the development.
- ☒ 4.1.6. Storm water Drainage Plan. (50 year storm)
- ☒ 4.1.7. Required bridges or culverts.
- ☒ 4.1.8. Location of natural features or site elements to be preserved.
- ☒ 4.1.9. Soil Erosion and Sediment Control Plan.
- waiver ☐ 4.1.10. High Intensity Soils Report.
- ☒ 4.1.11. Locations of sewers, water mains, culverts and drains.
- ☒ 4.1.12. Water supply information.
- ☒ 4.1.13. Sewerage System Plan.
- ☒ 4.1.14. Septic System Survey.
- ☒ 4.1.15. Estimated progress schedule.
- ☒ 4.1.16. Construction drawings for CEO which show floor areas, ground coverage, location of all structures, setbacks, lighting, signs, incineration devices, noise generating machinery likely to generate appreciable noise beyond the lot lines, waste materials, curbs, sidewalks, driveways, fences, retaining walls, etc.
- ☐ 4.1.17. Telecommunication tower details as required.

☐ 4.2. Additional requirements made by Board (Section 33-126).

Other Chapter 33 Site Review Ordinance Requirements.

- ☒ 4.4. Traffic data if applicable (Section 33-153)
- ☐ 4.5. Campground requirements if applicable (33-172)
- ☒ 4.6. Commercial Industrial requirements if applicable
 - ☒ 4.6.1. Landscaping (Section 33-175)

	Case No. _____	
	Site review?	Yes No

- ☒ 4.6.2. Vibration (33-176)
- ☒ 4.6.3. Site Improvements (33-177)
- ☒ 4.6.4. Electromagnetic Interference (33-178)
- ☒ 4.6.5. Parking and Loading Areas (33-179, 45-487, 45-495)
- ☒ 4.6.6. Glare (33-180)

- ☐ 4.7. Motel requirements if applicable (Section 33-182)
- ☐ 4.8. Multi-family dwelling requirements if applicable (Section 33-183)

Chapter 35 Post-Construction Stormwater Management

Disturbance of more than one acre of land or less than one acre if the development is part of a larger common plan for development must comply with Chapter 35 Post – Construction Stormwater Management.

Chapter 45 Zoning Ordinance Requirements. compliance includes the following Article VIII Performance Standards:

- ☒ 4.9. Dimensional Standards (Section 45-405)
- ☒ 4.10. Traffic (Section 45-406)
- ☒ 4.11. Noise (Section 45-407)
- ☒ 4.12. Dust, Fumes, Vapors and Gases (Section 45-408)
- ☒ 4.13. Odor (Section 45-409)
- ☒ 4.14. Glare (Section 45-410)
- ☒ 4.15. Storm-water run-off for a 50 year storm. (Section 45-411)
- ☒ 4.16. Erosion Control (Section 45-412)
- ☒ 4.18. Preservation of Landscape (Section 45-413)
- ☒ 4.19. Relation of Buildings to Environment (Section 45-414)
- ☒ 4.20. Soil Suitability for Construction (Section 45-415)
- ☒ 4.21. Sanitary Standards for Sewage (Section 45-416)
- ☒ 4.22. Buffers and Screening (Section 45-417)
- ☒ 4.23. Explosive Materials (Section 45-418)
- ☒ 4.24. Water Quality (Section 45-419)
- ☒ 4.25. Refuse Disposal (Section 45-421)
- ☐ 4.26. Specific Activities (Article IX) which include:
 - ☐ 4.26.1. Accessory Use or Structure (Section 45-452)
 - ☐ 4.26.2. Home Occupation (Section 45-455)
 - ☐ 4.26.3. Mobile Homes (Section 45-457)
 - ☐ 4.26.4. Off-street Parking and Loading (Article X)
 - ☐ 4.26.5. Signs (Article XI)
- ☐ 4.27. In addition the Board may make other conditions for approval that will insure such compliance and would mitigate any adverse affects on adjoining or neighboring properties which might otherwise result from any proposed use (Section 33-131).

Case No. _____

Site review? Yes No

5. Board discussion of Site Plan (Section 33-126).

☐ 5.1. Board discusses Site Plan with applicant.

6. Public Hearing (Section 33-129 & 130).

☐ 6.1. Conducted within 30 days of Boards acceptance of Site Plan.

☐ 6.2. Three notices posted 10 days prior to the Public Hearing.

☐ 6.3. Notices advertised in two newspapers 10 days prior to Public Hearing.

☐ 6.4. Other Towns notified 10 days prior to if within 500 feet of applicant's lot.

☐ 6.5. Abutters notified 10 days prior to by certified mail, return receipt requested. \$150.00 paid by applicant to cover the cost of advertising and abutter notification (Sec. 1-25)

☐ 6.6. Selectmen, CEO, and Board of Appeals shall be notified 10 days prior to the Public Hearing.

7. Board approves / approves with conditions / disapproves applicants Application within 30 days of Public Hearing or 75 days from date Board accepted completed Application and Site Plan (Section 33-131).

Note: Computation of time shall be in accordance with Section 1-2 as follows:

"In computing any period of time prescribed or allowed by this Code, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven days, intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation."

8. Notice of Decision issued which contains findings certifying compliance with ordinance, reasons for conditional approval or reasons for disapproval (Section 33-131).

CODE OF MUNICIPAL ORDINANCES – TOWN OF ELIOT, MAINE
Section 33-127. Contents; required information

- (1) Development name or identifying title and the name of the town

This information is provided on the Site Plan

- (2) Name and address of record owners, developer and designer

This information is provided on the Site Plan

- (3) Names and address of all abutters and their present land use

This information is provided on the Site Plan

- (4) Perimeter survey of the parcel made and certified by a state- registered land surveyor, relating to reference points, showing true north point, graphic scale, corners of the parcel, date of survey, total acreage, existing easements, buildings, watercourses and other essential existing physical features.

The perimeter survey is provided by an Ambit Engineering, Inc. survey dated 11/23/20, which was submitted as part of a previous application and approval.

- (5) The location of temporary markers adequate to enable the planning board to locate readily and appraise the basic layout in the field.

The site layout is apparent due to its existing conditions. Stakes can be placed to mark proposed features if the Planning Board desires a site walk.

- (6) Contour lines at intervals of not more than five feet or at such intervals as the planning board may require, based on U.S. Geological Survey topographical map datum of existing grades where change of existing ground elevation will be five feet or more.

Contours are provided on the Site Plan at 2' intervals

- (7) Provisions of chapter 45 of this Code applicable to the area to be developed and any zoning district boundaries affecting the development.

Zoning district boundaries are depicted on the Site Plan (Commercial Industrial/ Shoreland Limited Commercial & Resource Protection.

- (8) Provisions for collecting and discharging storm drainage, in the form of a drainage plan.

The application includes a Stormwater Management Plan (calculations and narrative) for the project. Collection and discharge infrastructure is depicted on the plans.

- (9) Preliminary designs of any bridges or culverts which may be required.

No new bridges or culverts are proposed.

- (10) The location of all natural features or site elements to be preserved.

All natural features outside the proposed limits of disturbance are proposed to be retained.

- (11) A soil erosion and sediment control plan.

The plans include requirements and details for the control of erosion and sedimentation during construction as well as permanent site stabilization.

- (12) A high-intensity soils report by a state-certified soils scientist identifying the soils boundaries and names in the proposed development, with the soils information superimposed upon the plot plan. Such soils survey shall account for the water table in wet and dry seasons, slope, soil quality, etc.; and planning board approval will be conditioned upon compliance with any recommendations included in such report.

The site is mostly developed, therefore, the applicant respectfully requests a waiver from this submittal requirement; see application cover letter for waiver request and justification.

- (13) The location and size of any existing sewers and water mains, culverts and drains on the property to be developed.

This information is depicted on the Project Plans.

- (14) Connection with existing water supply or alternative means of providing water supply to the proposed development.

Water supply will be provided by an existing well, depicted on the Project Plans.

- (15) Connection with existing sanitary sewerage system or alternative means of treatment and disposal proposed.

Wastewater disposal will be provided by an on-site, private subsurface wastewater disposal system (SSWDS).

- (16) If a private sewage disposal system is proposed, location and results of tests to ascertain subsurface soil and groundwater conditions, depth to maximum groundwater level, location and results of soils testing.

An HHE-200 form is included with the application.

- (17) An estimated progress schedule.

The applicant intends to start construction immediately upon approval with the goal of opening the business in Summer of 2023.

- (18) Construction drawings sufficient to enable the code enforcement officer to verify the following information:

- a. Total floor area, ground coverage and location of each proposed building, Structure or addition.

This information is provided on the Site Plan

- b. All existing and proposed setback dimensions.

This information is provided on the Site Plan

- c. The size, location and direction and intensity of illumination of all major lighting apparatus and signs.

This information is provided on the Site Plan.

- d. The type, size and location of all incineration devices.

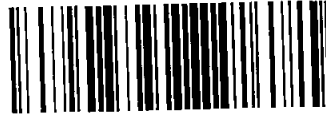
No incineration devices exist or are proposed.

- e. The type, size and location of all machinery likely to generate appreciable noise beyond the lot lines.

No such machinery exists or is proposed.

- f. The amount and type of any raw, finished, or waste materials to be stored outside of roofed buildings, including their physical and chemical properties, if appropriate.
No waste materials are proposed to be stored outside buildings.
- g. The location, type and size of all curbs, sidewalks, driveways, fences, retaining walls, parking space areas, and the layouts together with all dimensions.
This information is provided on the Project Plans.
- h. All landscaped areas, fencing and size and type of plant material proposed to be retained or planted.
No fencing is proposed. Proposed landscaping is detailed on the Project Plans. A 50' buffer, consisting of existing trees and other existing vegetation, exists along Rt. 236.
- i. A site plan for a telecommunication structure must provide a description and construction detail of the telecommunication structure, including the plot plan identifying location of the structure on the property; dimensions of the structure; structural supports, if any; lighting; color; and equipment located on the structure, if any. This description shall also identify any accessory structures that are proposed in connection with the operation of the telecommunication structure.
No telecommunication structures exist or are proposed.
- j. Applications for subdivisions shall include all applicable submission requirements above, in addition to those required by chapter 41 of this Code. If these submission requirements conflict with the requirements of the chapter 41, the stricter standards shall apply.
The project is not a subdivision, therefore, this item is not applicable.

(19) A copy of this application has been submitted to the Fire Chief.



Quitclaim Deed With Covenant

Blake Dubin of Miller Avenue, Portsmouth, New Hampshire, for good and valuable consideration, grants to Potions, LLC, a Maine limited liability company with a principal place of business in Eliot, York County, Maine, with quitclaim covenant the land in the Town of Eliot, York County, Maine more particularly bounded and described in Exhibit A, which is attached to and made a part of hereof by reference.

IN WITNESS WHEREOF, Blake Dubin has executed this instrument this 6th day of January, ~~2020~~ ²⁰²¹.

Witness

Blake Dubin

STATE OF MAINE
County of York

This document was subscribed, sworn to, and acknowledged to be his free deed and act before me by Blake Dubin this 6th day of January, ~~2020~~ ²⁰²¹.

Signature of Notary/Attorney

My commission expires: Oct 02, 2024

DAMALIS MEDRANO
Notary Public, State of New Hampshire
My Commission Expires Oct. 02, 2024

SEAL

NO R.E. TRANSFER TAX PAID

2p → Blake Dubin
336 Miller Ave.
Portsmouth NH 03801

EXHIBIT A

A certain lot or parcel of land, with the buildings thereon, located on the northeasterly sideline of Route 236, also known as the Dow Highway, in the Town of Eliot, County of York and State of Maine, and being bounded and described as follows:

Beginning at a rebar set on the northeasterly sideline of Route 236, which rebar is set at the southwesterly corner of the premises herein described and on the northwesterly sideline of a private right of way easement; thence running North 25° 35' 12" West along Route 236 for a distance of three hundred nineteen and 37/100 (319.37) feet to a rebar; thence turning and running North 61° 17' 22" East along land now or formerly of Gary D. Findley, for a distance of three hundred three and 25/100 (303.25) feet to a rebar; thence running North 61° 17' 17" East along land now or formerly of Hans D. Baumann and others, for a distance of three hundred ten and 59/100 (310.59) feet to a rebar; thence running South 28° 42' 39" East along land now or formerly of Allan C. McClellan, Jr. and others, for a distance of three hundred thirty (330) feet to a rebar set on the northwesterly sideline of a private right of way easement; thence running South 62° 33' 49" West along said right of way, for a distance of one hundred thirty-six and 42/100 (136.42) feet; thence running South 62° 13' 25" West along said right of way, for a distance of four hundred ninety-four and 89/100 (494.89) feet to a rebar set on the northeasterly sideline of Route 236 and the point of beginning.

Excepting from the above-described premises, a certain lot or parcel of land conveyed by Fource, LLC to Booth R. Hemingway by deed dated July 20, 2007 and recorded in the York County Registry of Deeds in Book 15216, Page 652, being more particularly bounded and described as follows:

Commencing at a rebar set on the northwesterly sideline of a private way known as MacLellan Drive, said point lies North 62° 13' 25" East, a distance of 427.47 feet from a rebar found at the intersection of MacLellan Drive and the northeasterly sideline of Route 236; thence running North 28° 42' 39" West a distance of three hundred twenty-five and 86/100 (325.86) feet along remaining land now or formerly of Fource, LLC to a rebar set at the land now or formerly of Gary D. Finley and Maureen Finley; thence running North 61° 17' 13" East a distance of two hundred three and 79/100 (203.79) feet along land now or formerly of said Finley to a rebar; thence running South 28° 42' 39" East a distance of three hundred thirty (330) feet along land now or formerly of Booth R. Hemingway to a rebar found at MacLellan Drive; thence running South 62° 27' 04" West a distance of two hundred three and 83/100 (203.83) feet along MacLellan Drive to the point of beginning.

The above described premises are conveyed together with and appurtenant easement to be used as a right of way to gain access to and exit from the northeasterly sideline of Route 236 and the above described premises. Said right of way is more particularly described in the deed of Allan Q. McClellan, Jr. et al to Han Baumann, et al dated January 17, 2005 and recorded in the York County Registry of Deeds in Book 14352, Page 1.

COMMERCIAL LEASE

This Commercial Lease (the “Lease”) is made this 15th day of ~~July~~, 2022 (the “Effective Date”), by and between Potions, LLC, a Maine limited liability company, having its usual place of business at 336 Miller Ave, Portsmouth, NH 03801 (hereinafter with its successors and assigns called the “Lessor”) and JAR Consulting, LLC, a Maine limited liability company, having its usual place of business at 75 Westminster St., Lewiston, ME 04240 (hereinafter with its successors and assigns called the “Lessee,” and together with the Lessor, the “Parties”). Lessee’s obligation hereunder shall be guaranteed by Joel Pepin, Ryan Roy and Adam Platz, each having a mailing address of P.O. Box 404, Standish, Maine 04084 (the “Guarantor(s)”).

W I T N E S S E T H:

WHEREAS, Lessee and Lessor wish to enter into a commercial lease under which Lessee will lease the demised premises on the terms and conditions set forth.

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, Lessor and Lessee hereby agree as follows:

Lessee hereby leases the Demised Premises (as hereinafter defined) from Lessor and Lessor hereby leases the Demised Premises to Lessee upon, and subject to, the terms and conditions set forth in this Lease.

ARTICLE I

Section 1. The Property/Demised Premises. The Lessor owns the real property at 7 Maclellan Drive in Eliot, Maine (the “Property”). The Property is currently improved with an existing building containing approximately 2,000 square feet of space, a shed, a water well, a subsurface wastewater disposal system, access drives and parking areas. Lessor obtained site plan approval from the Eliot Planning Board on February 16, 2021 for the further development of the Property with a building addition containing 8,000 square feet of space, and additional parking areas, access drives and landscaping (the “Project”) as shown on the site plan attached hereto as Exhibit A (as it may be amended with approval of Lessor, Lessee and the Eliot Planning Board, the “Site Plan”). The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, subject to the terms and provisions hereinafter set forth, a portion of the Property, consisting of the premises containing approximately 2,000-4,000 square feet of floor space over one or more levels (the “Demised Premises”) to be located within the half of such proposed building addition located closest to Maclellan Drive. The Lessor and Lessee both acknowledge that the site plan approved on February 16, 2021 does not comply for the Lessee’s proposed use of a Marijuana Retail store with the Town of Eliot’s marijuana ordinance. As such, the Lessor and Lessee are mutually working towards a modification of the Site Plan that would relocate on the same property the future structure to be built for the Lessee’s business. A modified plan, included as Exhibit E, was filed by Lessee with the Town of Eliot on June 28th, 2022. The Parties shall cooperate to amend Exhibit A as necessary to determine a final Site Plan in accordance with the terms of Article V, Section 1(a).

Section 2. Common Area and Common Facilities Rights. The Demised Premises are leased together with the non-exclusive rights to use, in common with Lessor and other tenants or subtenants on the Property, for access and egress and parking, sidewalks, parking areas, driveways, loading and service areas, landscaped areas and the like (the “Common Areas”), as the same may exist from time to time, expressly reserving to the Lessor the exclusive right to install, maintain, use, repair, replace, alter, change, relocate and remove such Common Areas from time to time, and including the right to change the size, type, location, nature and shape of the Common Areas, provided such changes do not unreasonably interfere with the visibility, adequacy of parking for Lessee’s employees and customers, or impede or prevent access to an entrance to the Demised Premises. Lessor also reserves the right (without thereby assuming obligation) to install, maintain, use, repair and replace all pipes, ducts, wires, meters, utility lines, and other equipment or materials which now are or hereafter may be, in the judgment of the Lessor, desired or required to be in the Demised Premises provided such changes do not interfere with the visibility, adequate parking, or permanent access to an entrance to the Demised Premises. The Demised Premises are leased subject to the mortgages and other existing encumbrances of record, if any, subject to the obligation of any existing mortgagee to not disturb Lessee as described in Article XIII Section 1.

ARTICLE II

Term and Commencement

Section 1. Term. The Term of this Lease shall begin on the date that Lessor has delivered the Demised Possession to Lessee in the condition required by Article V Section 2(c) of the Lease (the “Lease Commencement Date”). The first Lease Year shall commence on the Lease Commencement Date and end on the last day of the calendar month in which occurs the first anniversary of the day immediately preceding the Lease Commencement Date. Each succeeding Lease Year shall be each successive twelve (12) month period. The Term of this Lease shall end on the last day of the calendar month in which occurs the ten (10) year anniversary of the day immediately preceding the Lease Commencement Date (the “Termination Date”), unless otherwise extended or sooner terminated, all as hereinafter provided.

ARTICLE III

Rent

Section 1. Rent and Base Rent.

On the first day of each month throughout the Lease Term, Lessee shall pay: (i) Lessee’s monthly installment of Base Rent as one-twelfth (1/12th) of the annual amount(s) set forth herein, (ii) all Additional Rent as set forth herein, and (iii) any tax or license fee measured by Lessee’s Rents receivable by Lessor (if any). Lessee shall pay the first month’s installment of Rent within five (5) business days after the Lease Commencement Date. Base Rent and all other payments required to be made by Lessee (including, but not limited to, Tax Rent and CAM Rent as hereinafter defined), which are collectively referred to herein as Additional Rent, are included in the term “Rent”. All Rent shall be due and payable without any notice, demand, offset, credit, abatement or deduction. Rent for the first calendar month in which the Lease Commencement Date occurs shall be prorated if the Lease Commencement Date does not occur on the first day of a month.

The annual Base Rent payable by Lessee to Lessor for the first Lease Year shall be One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00), payable monthly in the amount of Eleven Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$11,666.67). Each successive Lease Year of the Lease Term, the annual Base Rent payable by Lessee to Lessor shall increase by two percent (2%) over the amount of Base Rent due for the immediately preceding Lease Year.

Section 2. Additional Rent.

In addition to Base Rent, Lessee shall pay Tax Rent and CAM Rent as the same are hereinafter defined, which payment shall be made in accordance with the provisions of this Article III.

A) Taxes

(1) Real Estate Taxes shall mean real estate taxes and other ad valorem taxes, including, without limitation, special and general assessments, water and sewer rents, governmental license/permit fees, betterments or other governmental imposition and charges relating to the Property. Beginning on the Lease Commencement Date, the Lessee shall pay Lessor, as Additional Rent hereunder (herein called "Tax Rent"), Lessee's annual share of Real Estate Taxes pursuant to Lessor's estimates (which may be adjusted from time to time). Lessee's share (for purposes of Tax Rent and CAM Rent) shall be equal to a fraction ("Lessee's Fraction"). Until the Project is fully leased or otherwise fully occupied, the numerator of Lessee's Fraction shall be the total floor area of the Project's building. Once the Project is fully leased or otherwise fully occupied, the numerator of Lessee's Fraction shall be the total floor area of the Demised Premises. At all times relevant hereto, the denominator of Lessee's Fraction is the total floor areas inside all the buildings located on the Property.

(2) The payment on account of Tax Rent required hereunder shall be paid by Lessee on the first day of each month in equal monthly installments in such amounts as are estimated by Lessor for each Tax Year, being defined as July 1 – June 30.

(3) Within ninety (90) days after Lessor's receipt of the first non-estimated tax bill for each Tax Year, Lessor will certify to Lessee the total amount of Real Estate Taxes and Tax Rent as specified above, which certification may be provided by e-mail. The Tax Rent paid or payable for each Tax Year shall be adjusted by Lessor, with appropriate payment(s) to or repayment (or credit to future Tax Rent) by Lessor, as the case may require. Further adjustments shall be made, as necessary, if subsequent tax bills during any Tax Year are adjusted by the taxing authority. The failure of Lessor to provide such certification within the time prescribed above shall not relieve Lessee of its obligations under this Section 2 or for the specific Tax Year in which any such failure occurs.

For the Tax Year in which the Lease Commencement Date and the Termination Date occur, the provisions of this Section shall apply, but Lessee's liability for Lessee's Fraction of any Real Estate Taxes for such year shall be subject to a pro rata adjustment based upon the number of days of such Tax Year falling within the period on and after the Rent Commencement Date or on or before the Termination Date during which the Demised Premises are leased to Lessee pursuant to this Lease.

(4) During the Term, Lessee agrees to pay all Lessee's taxes and assessments levied, assessed or imposed upon, or otherwise attributable to, Lessee's personal property, leasehold interests, occupancy taxes, taxes on its Rent, any of Lessee's improvements to the Demised Premises, and other taxes imposed on tenants generally.

Nothing herein contained shall be construed to require Lessee to reimburse Lessor for any penalties or interest which may be imposed upon Lessor's delinquent payment of taxes.

B) Common Area Maintenance Charges.

(a) Beginning on the Lease Commencement Date, the Lessee shall pay to Lessor Lessee's Fraction of CAM Costs (herein after defined). On the first day of each month in advance, Lessee shall pay to Lessor, as additional Rent (herein called "CAM Rent") one-twelfth of Lessee's annual share of Lessor's estimated CAM Costs. Lessee's annual share of CAM Costs shall be determined by multiplying Lessor's estimated annual CAM Costs by Lessee's Fraction (which, for the purpose of CAM Rent, is defined as having a numerator equal to the total floor area of the Demised Premises, and a denominator equal to the total floor areas inside all of the buildings located on the Property that are leased by other occupants (on the first day of the month in question)). CAM Rent shall be prorated should this Lease be in effect with respect to only a portion of any calendar year.

Common Area Maintenance ("CAM Costs") shall mean and include all actual and reasonable non-capital costs and expenses incurred or accrued by, or on behalf of Lessor in operating, maintaining, painting, plowing, repairing, protecting and repairing the Common Areas, and for insurance carried by Lessor with respect to the Property, and insurance-related costs and expenses, including (by way of examples and not in limitation) costs or expenses relating to: Lessor's equipment, systems and facilities within, or used in connection with the operation of the Property, or any part of parts thereof, including without limitation, all pipes, wires, conduits, sanitary sewer or septic systems, wells, water pumps, storm drains, generators, and exterior lighting system, ("Common Facilities"); all costs of insurance related to the Demised Premises and/or the Property pursuant to any insurance carried by Lessor, in such coverages and limits as Lessor in its reasonable discretion deems reasonable in the circumstances; all costs of snow and ice removal, landscaping and grounds care; building maintenance and management; window washing and maintenance; parking lot maintenance and repairs; grounds maintenance; lighting the Common Areas. CAM Costs shall also include maintaining roof(s) and any non-structural maintenance of exterior walls. Lessor hereby acknowledges and agrees that snow and ice removal operations must consider any access gates and entrances to the Demised Premises and such areas (as described on the attached Exhibit A) must be kept clear of snow, ice and debris. CAM Costs shall also include compensation of on-site personnel engaged in managing the Common Areas and implementing services related thereto, plus a reasonable administrative fee for Lessor not to exceed fifteen (15%) percent of the annual CAM Costs, excluding insurance costs and property taxes. Lessor agrees that CAM Costs shall not include any capital expenditures, any costs of maintaining the structure of the buildings upon the Property, any costs related to trash removal, dumpsters or maintenance and operation of HVAC systems, since Lessee will be responsible for the costs of such services for the Demised Premises and has no obligations with respect to such services for other portions of the Property.

(b) Payment Schedule. CAM Rent shall be paid in monthly installments, along with Lessee's other repayments to Lessor due hereunder, in the amount estimated by Lessor, starting on the Rent Commencement Date and continuing on the first day of every calendar month, thereafter. Within ninety (90) days after the end of each Lease year during the term hereof, Lessor shall furnish to Lessee a statement in reasonable detail setting forth the CAM Costs, and Lessee's Fraction thereof, for such Lease year; thereupon there shall be a prompt adjustment between Lessor and Lessee, with respect to the monthly CAM Rent with appropriate payment(s) to or repayment (or credit to future CAM Rent) by Lessor, as the case may require, to the end that Lessor shall receive the entire amount of CAM Rent due, and no more or less. The failure of Lessor to provide such statement within the time prescribed above shall not relieve Lessee of its obligations under this Section 3. Lessee's failure to give Lessor written notice of any objection to the statement within ninety (90) days after the statement is sent shall constitute a waiver of any objection or inquiry Lessee may have about the statement or for any examination of Lessor's records. Provided that Lessee is not in default under this Lease, Lessee shall have the right during normal business hours, at a time of convenience to the Lessor, upon prior written request and at Lessee's own expense, to inspect Lessor's records of CAM Costs (at Lessor's office), such inspection to be done not more frequently than once per Lease Year. Lessor shall maintain its record of CAM Costs for a period of five (5) years after the end of the year to which CAM Costs relate. If any such inspection results in Lessor and Lessee agreeing that Lessee's payments have been incorrect, Lessor or Lessee shall promptly reimburse the other in the amount necessary that Lessee's payments are consistent with the requirements of this Lease.

Section 3. Late Payment Charges Any payment of regularly scheduled installments of Base Rent, Additional Rent, or other sums due under this Lease, not received by Lessor within five (5) business days after its due date, shall be subject to a Late Payment Charge of Fifty Dollars (\$50.00) per day, accruing from the due date of such payment to the date of actual receipt of such payment by the Lessor.

Section 4. Payment of Rent All payments of Base Rent, Additional Rent or other sums due under this Lease shall be made payable to Lessor and sent or otherwise delivered to the address to which notices hereunder to the Lessor are to be delivered or to such other payee or at such other address as Lessor may designate in writing from time to time. Lessor will accept cash payments for any Rent due from Lessee hereunder but shall have the right to refuse cash payments of more than Ten Thousand Dollars (\$10,000.00), in aggregate, in any single calendar year.

ARTICLE IV

Use of Demised Premises

Section 1. Permitted Use. Lessee shall be permitted to use the Demised Premises exclusively for the medical marijuana retail sale and/or adult use retail sales (for medical and adult use, subject to applicable state and local approvals) and warehousing including, but not limited to, general office, administrative, manufacturing, warehouse, customer service, and all other lawful uses under applicable state and local law (the "Permitted Use"). The Lessee shall have the right to use the Demised Premises for the Permitted Use and for no other purposes whatsoever without Lessor's prior written permission, which permission shall not be unreasonably withheld, conditioned or delayed. Any use of the Demised Premises other than the foregoing Permitted Use shall be considered a material default under this Lease.

Section 2. Lessee acknowledges that: (i) it is Lessee's responsibility to determine all zoning information and secure the Permitted Use Permits (as defined in Article V Section 1) relating to the Demised Premises; (ii) Lessor makes no representations or warranties as to the suitability of, or the ability for Lessee to obtain regulatory approval for, the Demised Premises to be used for the Permitted Use; and (iii) no trade or occupation shall be conducted in the Demised Premises or use made thereof which would be considered a legal nuisance or cause any objectionable odors, sounds or vibrations, or is otherwise contrary to any state or local law or any municipal ordinance in force in the state, city, or town in which the Demised Premises are situated.

Section 3. Use Restrictions. Lessee further agrees to conform to the following provisions during the entire Term of this Lease:

(a) Lessee shall, at its own expense, comply with all laws and requirements of all state and local governmental authorities, including, but not limited to, all environmental laws and regulations, accessibility requirements, and all state and local laws and regulations pertaining to the Demised Premises or Lessee's Permitted Use thereof (collectively, the "**Laws**"), and all requirements and recommendations of Lessor's and Lessee's insurance companies and any rating bureau or similar organization, including maintaining and servicing fire extinguishers. Lessee shall maintain all licenses and/or permits required by the Laws to conduct Lessee's business, and shall, upon request of the Lessor, provide proof of all required licenses or permits within three (3) days of Lessor's written request.

(b) Lessee shall, at its own cost and expense, be responsible for the prompt removal of all trash, refuse and the like, from the Demised Premises and shall always ensure that same be kept in covered containers.

(c) Lessee shall not permit nor cause excessive odors or loud noise (including, but without limitation, the use of loudspeakers) to emanate from the Demised Premises;

(d) Lessee shall not use any portion of the Demised Premises for storage or other services, except as required for its operations in the Demised Premises;

(e) Lessee shall not permit employees, agents or servants to block or park their vehicles on any Common Area of the Property, except in such areas designated for employee parking;

(f) Under no circumstances shall Lessee's employees, clients, and/or other invitees be permitted to use, smoke, or ingest any tobacco, cannabis, cannabis-infused products, or cannabis-related products/accessories in any manner whatsoever (including to try out, test out, or taste same) within the Demised Premises and shall prohibit Lessee's employees from any such actions in the Common Areas.

Section 4. Lessee shall give prompt written notice to the Lessor of any written notice it receives with respect to the Demised Premises, including, without limitation, regarding any violation of law, Lessee's use and occupation the Demised Premises, or the abatement of any nuisance. Lessee shall also promptly advise Landlord of any obligation, order, or duty on Lessor or Lessee arising from (i) Lessee's use of the Demised Premises, (ii) the manner of conduct of Lessee's business or operation of its installations, equipment, or other property, (iii) any cause or condition created by or behalf of Lessee. Any criminal prosecution filed against Lessee or based

upon Lessee's use of the Demised Premises, or any forfeiture action against the Demised Premises, shall be conclusive as to Lessee's breach of this Article IV.

Section 5. Lessor shall not permit other portions of the Property to be used or occupied for any use that would prevent Lessee's ability to comply with Laws related to Lessee's Permitted Use, or any use that emits loud noise that is noticeable inside of the Demised Premises. Lessee shall give notice to Lessor of all Laws related to Lessee's Permitted Use that concern the use of portions of the Property adjacent to the Demised Premises. Lessor shall be entitled to rely upon said notice in determining whether a prospective tenant's use will comply with this Section. Lessor shall not be in violation of this Section if Lessor's, or another tenant's, permitted use of other portions of the Property prevents Lessee's ability to comply with any Laws for which (a) Lessee has not provided notice of said Laws, or (b) are enacted or adopted after Lessor has entered into a contract permitting such use.

ARTICLE V

Permits and Approvals; Lessor's Work; Lessee's Work

Section 1. Permits and Approvals. a) Lessee shall diligently submit applications for the following permits and approvals necessary for the Permitted Use: (i) application for municipal license for a Marijuana Store to the town of Eliot from the Select Board pursuant to Chapter 11 of the Town of Eliot Code of Ordinances and (ii) all necessary approval(s) or waiver(s) from the Eliot Planning Board with respect to the performance standards applicable to the Permitted Use under the site plan review provisions in Chapter 33, Article III of the Town of Eliot Code of Ordinances (together, the "Permitted Use Permits"), as soon as reasonably practicable. Lessor shall make available to Lessee all existing application materials that were prepared for or are in Lessor's control or possession, including without limitation architectural plans, engineering and site plans (collectively, the "Materials") and take other actions reasonable requested by Lessee to assist Lessee with its efforts to obtain the Permitted Use Permits. Lessee shall be responsible for the preparation of all applications for the Permitted Use Permits and of any additional Materials necessary for the Permitted Use Permits, including any Lessee changes to the existing Materials. Lessee shall provide Lessor with monthly updates as to the status of Lessee's efforts to obtain the Permitted Use Permits, or update the Lessor promptly upon Lessor's request. If Lessee determines that changes to the Site Plan are needed to facilitate obtaining the Permitted Use Permits, Lessee shall submit such revised Site Plan to Lessor for its approval, which approval shall not be unreasonably withheld or delayed and Lessor and Lessee shall cooperate to obtain approval of such revised Site Plan from the Eliot Planning Board simultaneously with its approval of Lessee's Permitted Use.

(b) Lessee shall have a period of six (6) months from the Effective Date hereof to obtain the Permitted Use Permits. In the event that Lessee is unable to obtain the Permitted Use Permits within such six (6) month period following the Effective Date, Lessee may obtain a thirty (30) day extension of time for it to obtain the Permitted Use Permits ("PUP Extension") upon Lessee's payment of Five Thousand and 00/100 Dollars (\$5,000.00) to Lessor on or before the date immediately following the six (6) month anniversary of the Effective Date. If, after said initial PUP Extension, Lessee requires additional time to obtain the Permitted Use Permits, Lessee may obtain up to four (4) additional thirty (30) day PUP Extensions, for a total of five (5) such PUP Extensions, upon Lessee's payment of \$5,000.00 per PUP Extension on or before the date immediately following the expiration of the prior PUP Extension. If Lessee fails to deliver to

Lessor proof of issuance of all Permitted Use Permits before the expiration of the fifth (5th) PUP Extension (provided that Lessee has timely obtained all PUP Extensions as provided herein), Lessee may request that Lessor provide Lessee with additional PUP Extension(s) and provide Lessor with detailed documentation as to the current status of Lessee's efforts to obtain the Permitted Use Permits; and Lessor shall respond reasonably and in good faith to Lessee's request for additional PUP Extension(s).

(c) In the event that (a) Lessee fails to timely obtain a PUP Extension, as provided herein, without having delivered to Lessor proof of the issuance of all Permitted Use Permits, (b) Lessee fails to deliver to Lessor proof of obtaining the Permitted Use Permits before the expiration of the fifth (5th) or final PUP Extension, or (c) Lessee's application(s) for the Permitted Use Permits are conclusively rejected, beyond all applicable appeal periods, then Lessor and Lessee shall each have the right to terminate this Lease upon notice to the other party. Upon termination of the Lease as set forth in this Section 1, Lessee shall assign and deliver to Lessor all non-proprietary Materials within five (5) days of termination and Lessor shall be entitled to keep the Initial Deposit (as hereinafter defined) and all payments received by Lessor for the PUP Extension(s).

(d) Upon the issuance of the Permitted Use Permits, Lessor shall have its architect begin preparation and, within a reasonable time thereafter, submit the plans and specifications for the Project that are required to be submitted in order to obtain a building permit, electrical permit, plumbing permit and any other permits and approvals required for the construction of the Project (the "Lessor's Work Permits"). Lessee shall provide Lessor's architect with information related to Lessee's Work that may be needed and Lessor shall submit such plans and specifications to Lessee for its approval, which approval shall not be unreasonably withheld or delayed. Upon such approval by Lessee and issuance of the Lessor's Work Permits, such plans and specifications for the Project shall be the "Approved Plans" hereunder. If despite Lessor's best-efforts Lessor is unable to obtain the Lessor's Work Permits under reasonable conditions, Lessor may terminate this Lease by notice to Lessee accompanied by a return of the Initial Deposit (as hereinafter defined).

(e) Prior to starting Lessee's Work, Lessee shall use its best efforts to obtain building permit, electrical permit, plumbing permit and any other permits and approvals required for the construction of the Lessee's Work (the "Lessee's Work Permits"). If despite Lessee's best efforts Lessee is unable to obtain the Lessee's Work Permits, Lessee may terminate this Lease by notice to Lessor.

Section 2. Lessor's Work.

(a) Subject to the timely issuance of the Permitted Use Permits, Lessor agrees to improve the Property by constructing the Project including the shell of the portion of the building addition shown on the Site Plan that will include the 2,000-4,000 square foot Demised Premises and the demising wall separating the Demised Premises from the remaining space in such building to be leased by Lessor to another other tenant (the "Other Space"), as set forth in further detail in an agreement (the "Work Agreement") setting forth the provisions relating to the construction of the Project including, without limitation, the scope and design thereof. The Work Agreement shall, upon execution thereof, constitute an addendum to this Lease. The Work Agreement shall, at minimum, comply with the Specification and Scope of Lessor's Work set forth in **Exhibit B**

attached hereto, and provide for access to water, plumbing, and electricity service inside the Premises. Lessor shall be responsible for obtaining the Lessor's Work Permits and any other necessary permits for Lessor's Work and all of Lessor's Work shall be performed in conformity with the Approved Plans and all rules, regulations and requirements of governmental authorities having jurisdiction over the Property. Each party agrees to not unreasonably refuse to execute a Work Agreement that is consistent with the terms set forth in this Lease but if despite such reasonable actions by the Parties they are unable to reach agreement and execute such Work Agreement within thirty (30) days after the Lessee receiving Permitted Use Permits, either Party may terminate this Lease upon giving fourteen (14) days' notice to the other Party. If the Work Agreement is not fully executed within said fourteen days, then this Lease shall terminate as of the date specified in the notice of termination and Lessor shall refund the Initial Deposit (as hereinafter defined) to Lessee, less any reasonable expenses incurred by Lessor in the preparation of this Lease, the application for Lessor's Work Permits, or otherwise incurred in connection with Lessor's obligations set forth in this Lease.

(b) Lessor's Work shall have the meaning set forth in the Work Agreement. Lessor shall not be required to commence the performance of Lessor's Work unless and until Lessee timely delivers to Lessor proof of obtaining the Permitted Use Permits in accordance with Article V, Section 2(a). Lessor shall undertake and complete Lessor's Work in accordance with the Work Agreement, using architects and contractors selected and engaged by Lessor in the exercise of Lessor's sole and absolute discretion. Lessor's Work shall be performed in a good and workmanlike manner and in accordance with the Approved Plans and all applicable laws, rules and regulations. Lessor's Work shall be performed and completed at Lessor's sole expense, subject to the terms set forth in this Lease and the Work Agreement, up to a maximum limit of Five Hundred Fifty Thousand and 00/100 Dollars (\$550,000.00) ("Lessor's Work Limit"). Absent an amendment of this Lease, Lessor shall not be required to contribute more than the Lessor's Work Limit towards the performance and completion of Lessor's Work. If, at any time, the costs of the Lessor's Work are projected by Lessor's contractor to exceed the Lessor's Work Limit, the Lessor will inform the Lessee of said projected costs of Lessor's Work. Upon a written amendment of this Lease signed by both Parties, Lessor shall contribute additional expenses over and above Lessor's Work Limit (the "Excess Costs") to complete Lessor's Work, up to a maximum limit of One Hundred Thousand and 00/100 Dollars (\$100,000) (the "Excess Costs Limit"). Said Lease Amendment shall increase Base Rent by an amount equal to Fourteen Percent (14%) of the Excess Costs amortized over the Term of the Lease, provided, however, that in the event that Lessee defaults under this Lease, Landlord may elect to declare the remaining balance of Lessee's 14% of the Excess Costs to be immediately due and payable. Both Parties agree that the total amount of Excess Costs, if any, to be contributed by the Lessor shall be less than or equal to the Excess Costs Limit. Absent any agreement providing otherwise, all costs for Lessor's Work in excess of the aggregate total of the Lessor's Work Limit and the Excess Costs Limit, if provided for in an amendment, shall be borne by the Lessee and paid in advance by Lessee. Should Lessee request changes to the Lessor's Work, Lessor shall reasonably cooperate with Lessee to accommodate such changes. However, any delays caused by accommodating changes requested by Lessee shall extend the Lessor's Work Deadline, as the same is hereinafter defined. All improvements made pursuant to Lessor's Work shall become part of the Demised Premises and title thereto shall vest in Lessor upon installation.

(c) Lessor shall be deemed to have delivered the Demised Premises to Lessee with the substantial completion of Lessor's Work. The Substantial completion of Lessor's Work will occur within seven (7) months (the "Lessor's Work Deadline") from the later of (a) the date when the Parties have fully executed the Work Agreement, or (b) date on which Lessee has received all Permitted Use Permits and provided Lessor with notice and proof of Lessee's receipt of the same. Lessor's Work Deadline may be extended by Excusable Delays (as defined in Article XXIII), delays caused by Lessee, and/or delays caused due to the weather. As to the latter type of delay, the Parties acknowledge that suitable conditions for construction in Maine are largely dependent on the seasons of the year, as construction that may be completed quickly in warmer months may require significantly more time in colder months and be subject to additional costs. Lessor's Work Deadline shall be extended by any days where construction is not feasible due to weather conditions.

For the purposes of this Lease, the "substantial completion" of Lessor's Work is defined as the earlier of (a) Lessee's written acceptance of possession of the Demised Premises (provided that entry for construction of Lessee's Work as described in paragraph (f) below shall not constitute acceptance of possession), (b) the issuance of a certificate of completion, by Lessor's architect or licensed contractor, certifying that Lessor's Work, as outlined in the Work Agreement, is substantially complete, or (c) the receipt of a Certificate of Occupancy or equivalent thereof from the applicable local and state authorities. In the event of any dispute as to substantial completion of work performed or required to be performed by Lessor, the issuance of a certificate by Lessor's architect will be conclusive. To be clear, the Lease Commencement Date shall be the date on which Lessor delivers possession of the Demised Premises following the substantial completion of Lessor's Work.

Lessor shall reasonably keep Lessee apprised of the status of Lessor's Work. Notwithstanding anything to the contrary contained herein, provided that Lessor is diligently performing Lessor's Work, if Lessor fails to provide Lessee with possession of the Demised Premises on or before the Lessor's Work Deadline, as such date may be extended by Excusable Delays, delays caused by Lessee, and/or delays caused due to the weather, Lessor shall not be liable to Lessee in any manner whatsoever, including for any loss or damage resulting therefrom and this Lease shall not be void or voidable; however, the Lease Commencement Date shall be extended until the substantial completion of Lessor's Work. If substantial completion is later than the Lessor's Work Deadline for reasons other than Excusable Delays, rent first accruing after the Lease Commencement Date shall be abated by one (1) day for each day of such delay. Upon request of Lessor, Lessee shall execute and deliver a written acknowledgment of the Lease Commencement Date and the expiration date of the Term when such are established in the form of the "**Acknowledgement of Lease Commencement Date**" attached to this Lease as **Exhibit D**; *provided, however*, Lessee's failure to execute and deliver such acknowledgment shall not affect Lessor's rights hereunder.

(d) Except as set forth in this Lease and the Work Agreement: (i) Lessee shall accept the Demised Premises in their condition as of the Lease Commencement Date, subject to all applicable Laws; (ii) Lessor shall have no obligation for any construction defects or other defects in the Demised Premises; and (iii) Lessee's taking possession of the Demised Premises shall be conclusive evidence that Lessee accepts the Demised Premises in its "as-is" condition as of the Lease Commencement Date.

(e) Lessee agrees and acknowledges that, except as expressly provided for herein, neither Lessor nor any agent of Lessor has made any representation or warranty with respect to the condition of all or any portion of the Demised Premises, and/or the suitability of the Demised Premises for the conduct of Lessee's business, and Lessee waives any implied warranty that the Demised Premises are suitable for the Permitted Use. This Lease constitutes the complete agreement of Lessor and Lessee with respect to the subject matter hereof and supersedes any and all prior representations, inducements, promises, agreements, understandings and negotiations which are not contained herein. Lessor in executing this Lease does so in reliance upon Lessee's representations, warranties, acknowledgments and agreements contained herein.

(f) Once Lessor notifies Lessee that the Demised Premises are in Access Ready Condition (to be further defined in the Work Agreement), such that the construction of the Building has reached a point where Lessee can begin to commence the installation of the Lessee Improvements (to be defined in the Work Agreement), Lessee may commence such installation of the Lessee Improvements. Such installation of the Lessee Improvements may be undertaken at the same time as Lessor is undertaking the completion of construction of the Lessor's Work, provided that Lessee's contractors are required to coordinate their work with Lessor and Lessor's contractors so as not to delay or interfere with Lessor's Work, nor with any inspections or issuance of final approvals by applicable governmental authorities. Access to the Demised Premises by Lessee or any contractors or agents of Lessee before the Lease Commencement Date shall be subject to all of the terms and conditions of this Lease, excluding those obligations, such as payment of Rent, that specifically occur after the Lease Commencement Date.

(g) This Lease is contingent upon Lessor obtaining all non-appealable approvals ("Development Approvals") for Lessor's Work from all applicable governmental authorities having jurisdiction over the development and construction of Lessor's Work, after Lessee has obtained Permitted Use Permits and the Parties' full execution of the Work Agreement. If Lessor determines that, despite its best efforts, Lessor is unable to obtain Development Approvals, then Lessor may terminate this Lease. If the Lease is terminated pursuant to this Article V, Section 2, upon such termination neither party shall have any further obligations to the other.

Section 3. Lessee's Work. Lessee will, at its own expense and in accordance with plans and specifications pre-approved by Lessor in writing, or such other documentation as may be reasonably satisfactory to Lessor, complete the interior fit up of the Premises as necessary for Lessee's Permitted Use and otherwise prepare the Demised Premises for occupancy ("Lessee's Work"). Landlord must provide written approval of Lessee's contractor and Lessee's Work plans, which approvals shall not be unreasonably withheld or delayed. Lessee shall commence Lessee's Work promptly after Lessor has given Lessee notice that the Demised Premises are in Access Ready Condition and written approval of Lessee's Work and contractor. Lessor shall not unreasonably withhold written approval of Lessee's Work and contractor. All of Lessee's Work shall be performed in conformity with all rules, regulations and requirements of governmental authorities having jurisdiction over the Property. Upon completion of Lessee's Work, and prior to use and occupancy, Lessee shall furnish evidence, reasonably satisfactory to Lessor, that all labor and materials contracted for by Lessee in and about the Demised Premises have been paid in full.

ARTICLE VI

Covenants

Section 1. Lessee's Covenants. Lessee covenants and agrees as follows:

- (a) To pay, when due, the Base Rent and Additional Rent at the times and in the manner set forth herein;
- (b) To procure any licenses and permits required for any use to be made of the Demised Premises by Lessee;
- (c) To pay promptly when due the entire cost of any work to the Demised Premises undertaken by Lessee, including the Lessee's Work, so that the Demised Premises shall, at all times, be free of liens for labor and materials; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements; and to save Lessor harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work including, without limitation, reasonable attorneys' fees. Upon receipt of notice from Lessor, Lessee shall take over Lessor's defense in any action related to work undertaken by Lessee on the Demised Premises.
- (d) Subject to Maine Department of Public Health requirements, to permit Lessor and Lessor's agents to examine the Demised Premises during normal business hours upon twenty-four (24) hours' prior notice (except in the case of an emergency for which there no advanced notice is required) and to show the Demised Premises to prospective lenders, purchasers or lessees; to permit Lessor to enter the Demised Premises (upon twenty-four (24) hours' prior notice to Lessee except in the case of an emergency for which no advanced notice is required) to make such repairs, improvements, alterations or additions thereto as may be required in order to comply with the requirements of any public authority having jurisdiction over the Demised Premises, or as may be desired by Lessor or required of Lessor under the terms of this Lease.
- (e) To pay, when due, any and all state, federal or local taxes based upon Lessee's use or occupancy of the Demised Premises, pertaining to Lessee's personal property, or resulting from any alterations, additions or improvements made to the Demised Premises by Lessee or on Lessee's behalf.
- (f) To comply with all laws, orders, and regulations of any State or local governmental authorities pertaining to Lessee's use and occupation of the Demised Premises.
- (g) To refrain from doing anything, taking any action or failing to act in such a manner that will cause any increase in the fire insurance rates pertaining to the Demised Premises or the Building and to comply with any rules, regulations or recommendations of the National Board of Fire Underwriters, any rating bureau, or any similar association performing such function and failing same, to pay to Lessor any increase in premiums resulting therefrom.
- (h) To keep the Demised Premises adequately heated for the protection of the plumbing therein.
- (i) To permit no waste with respect to the Demised Premises.

Section 2. Lessor's Covenants. Lessor covenants and agrees as follows:

(a) To provide areas on the exterior of the Demised Premises for the location of Lessee's heating, ventilation and air conditioning facilities and equipment (including propane tanks if applicable) serving the Demised Premises and areas for Lessee's dumpster or other receptacles for waste or recycling material, and the land areas so occupied will not be included in the square footage of the Demised Premises and no rent or other charges will be required for Lessee's use thereof.

(b) To provide water for drinking, cleaning, water for drinking and toilet purposes, and hot and cold water for lavatory, kitchen and break room purposes lavatory, kitchen and break room purposes from a well on the Property (which water quality shall satisfy applicable health standards) including any water pumps, equipment and water lines, or by connecting to a public water supply when such service may become available to serve the Property.

(c) To provide a subsurface wastewater disposal system in compliance all applicable Laws to dispose of wastewater generated from the Demisted Premises and other uses on the Property, including any pumps, equipment and sewer lines.

(d) To provide snow plowing, ice treatment, sweeping, striping, lighting and signage for the parking areas and other Common Areas on the Property.

(e) To provide law mowing, trimming and replacement of bushes and other landscaping on the Property as shown on the approved Site Plan and to keep the Property in an attractive condition.

ARTICLE VII

Maintenance, Repairs and Alterations

Section 1. Maintenance and Repairs by Lessee. The Lessee shall keep and maintain the Demised Premises, and all facilities and systems solely serving the Demised Premises, in a neat, clean, sanitary condition and in good working order and repair, and in compliance with all laws, ordinances or regulations of any public authorities having jurisdiction, including, without limitation, all lines, apparatus, and equipment relating to utilities, including the electrical, plumbing, water, gas, heating, air-conditioning and sewage facilities, from the point they serve the Demised Premises exclusively, whether located inside or outside, sprinklers, fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted) and all interior building appliances, fixtures and similar equipment, and the exterior and interior portions of all windows, window frames, doors, door frames, roof maintenance, exterior wall maintenance, signs and all other glass or plate glass thereon, and shall make all repairs and replacements and do all other work necessary for the foregoing, and, in furtherance hereof, subject to the provisions of Article XV and Article XVI below. If any applicable law requires alterations, repairs or improvements to the Demised Premises and/or the Common Areas (the "Required Repairs"), then any Required Repair which is due to: (i) the Permitted Use; (ii) Lessee's Work or alterations or improvements made to the Demised Premises by or on behalf of Lessee or anyone claiming under Lessee; and/or (iii) Lessee's business operations, shall be performed by Lessee at Lessee's sole cost and expense. Lessee shall also repair, at its own expense, any damage to the roof, foundation, structural columns or exterior walls of the Demised Premised caused by any act or negligence by

the Lessee, its employees, agents, licensees, suppliers, contractors or guests. Lessee shall perform all such repairs required herein promptly after notice from the Lessor. All such work shall be performed by contractors acceptable to Lessor. Nothing herein shall be construed to allow Lessee to take an offset against the Rent and other charges due under this Lease.

Section 2. Maintenance and Repairs by Lessor. As Lessor deems reasonably necessary in its sole discretion, Lessor shall maintain, repair and replace the foundation, and structural columns of the Demised Premises in a water tight condition (exclusive of glass, window frames, windows, doors, door frames, and signs, which repairs shall be made by Lessee), except where such repairs are required by reason of any act or negligence by Lessee, its employees, agents, licensees, suppliers, contractors or guests, at Lessor's sole cost and such costs shall not be included in CAM Costs under Article III, Section 2. Lessor shall also be responsible for maintenance of the Common Areas and Common Facilities located outside of the Demises Premises with the costs of such maintenance eligible for inclusion in CAM Costs to the extent provided in Article III, Section 2. In no event shall Lessor be liable for any damages, including, without limitation, loss of business or consequential damages, in connection with Lessor's performance, or lack thereof, of maintenance and repairs so long as Lessor uses commercially reasonable efforts to minimize and adverse impacts on Lessee's operations.

Section 3. Surrender of Premises. Lessee shall at the expiration or earlier termination of this Lease peaceably yield up the Demised Premises, clean and in good working order, repair and condition, reasonable wear and tear excepted, with any injury done to the Demised Premises or the Property being repaired in a good and workmanlike manner back to the original state and set up of the buildings, including electrical work and dividing walls, as of the completion of Lessee's Work.

All additions or other improvements placed in or on the Demised Premises during the term of this Lease, shall remain on and shall not be removed from the Demised Premises, provided that Lessee's display cases cabinets and counters shall be deemed to be trade fixtures and not improvements and may be removed by Lessee. At the expiration of this Lease, all such additions and improvements shall be the property of the Lessor. However, at Lessor's discretion, Lessor may require Lessee to return the Demised Premises to the condition thereof as of the Substantial Completion of Lessor's Work.

Notwithstanding anything to the contrary herein, any trade fixtures and tangible personal property such as furniture, machinery and equipment ("Personal Property") of Lessee may be removed from the Demised Premises by Lessee so long as Lessee is not then in default; and if Lessee fails to remove the same after the end of the Lease term, such Personal Property may be stored by Lessor for the account of the Lessee and Lessee shall be liable for any costs or expenses incurred by Lessor in connection therewith, and shall pay Lessor for such costs and expenses prior to their release from storage, or such personal property shall be deemed abandoned and may be disposed of by Lessor in any way Lessor sees fit, at Lessee's expense, all without any responsibility by Lessor to Lessee for any loss or damage.

Section 4. Alterations by Lessee. Lessee shall obtain Lessor's prior written consent for any alterations, improvements or additions to the Demised Premises, including to the exterior of the Demised Premises, which consent shall not be unreasonably withheld in the case of interior non-structural work. All such work shall be performed in accordance with all applicable

laws, rules and regulations and in a good and workmanlike manner and shall not impair the safety or the structure of the buildings, nor diminish the value of the buildings as then constituted.

Section 5. Liens for Lessee's Work or Alterations by Lessee. In the event that any party claiming to have supplied labor and/or materials to the Demised Premises at the request or direction of Lessee (excluding Lessor's Work), Lessee's contractor, or Lessee's agents, shall file a mechanic lien or other claim ("Lessee Lien"), Lessee shall promptly have the Lessee Lien released, bonded off, or otherwise discharged and resolved within thirty (30) days of the recording thereof. Lessee shall indemnify, defend and hold Lessor harmless against any and all payments, costs or expenses, including but not limited to reasonable legal fees, which may be made or incurred by Lessor as a result of Lessee's failure to promptly cause any such Lessee Lien to be removed or claim resolved. This provision shall be applicable in all circumstances to any and all Lessee Liens, whether arising pursuant to Lessee's Work, alterations by Lessee, or otherwise.

ARTICLE VIII

Utilities

As provided on Exhibit B, Lessor is responsible for installing electricity service and a main distribution panel inside the Demised Premises. All applications for utility services at the Demised Premises shall be made in the name of, and paid for by, Lessee, and Lessee shall pay all charges as they become due for all utility services provided to the Demised Premises, including, electricity, gas, telephone, internet, and security service charges. If Lessee receives utilities through a shared meter, Lessee will pay to Lessor Lessee's proportionate share (based on relative square feet size of the Demised Premises) of the total meter charges. In the event the Demised Premises is not separately metered for electricity, gas, water, sewer, or other utilities, Lessor shall have the right, but not the obligation, to: (i) install, at Lessee's expense, a separate submeter serving the Demised Premises to separately meter Lessee's usage, as applicable, if permitted by the local government authorities, (ii) hire a third party to read such submeters and bill Lessee directly, and Lessee shall pay such third party, as and when billed, all charges for utility consumption based on the submeters along with a reasonable administrative fee for same, and/or (iii) require Lessee to pay one-twelfth (1/12th) of the annual amount of such utilities each month pursuant to Lessor's estimates, which may be adjusted from time to time, and if after the end of each year the total of the monthly payments by Lessee for the year is more or less than Lessee's annual share due, then an adjustment shall be made with appropriate payments by Lessee, or credit by Lessor, to Lessee's rental count. Lessor shall have the right to service the Property with solar generated or other renewable forms of electricity at cost competitive rates, so long as the same is consistent with Lessee's then existing agreements related to its electric service. Furthermore, Lessee agrees to cooperate with Lessor's obligations to comply with utility disclosure regulations and the collection of data relating to utility consumption at the Demised Premises. In the event of any interruption of electricity, gas, water, telephone, sewage, heat or other utility service supplied to the Demised Premises for a period in excess of three (3) days, Lessor shall not be liable for any damages, except that Lessee's Rent shall be abated solely where such interruption is caused by the negligence or willful misconduct of Lessor. Such abatement shall be Lessee's sole and exclusive remedy where an interruption is due to the negligence or willful misconduct of Lessor.

ARTICLE IX

Indemnification of Lessor; Limitation of Lessor's Liability

Section 1. Indemnification. Lessee shall defend, indemnify, and hold harmless the Lessor and any fee owner of the Property against all injuries, losses, claims, liabilities, expenses (including reasonable legal fees), lawsuits and damages of whatever nature: (i) claimed to have been caused by or resulted from any act, omission or negligence of Lessee or its subtenants, employees, and contractors no matter where occurring, (ii) occurring in the Demised Premises or about the Property arising from any act or omission of either Lessee or Lessor, or the employees, agents, contractors, suppliers, licensees or invitees of any of the foregoing, except to the extent caused by Lessor's negligence or willful misconduct; (iii) for compensation or brokerage fees made by any broker or other party in connection with the making of this Lease (except The Boulos Company which Lessor has agreed to compensate per separate agreement); (iv) arising out of any liens for which Lessee is responsible; (v) arising out of any breaches of any representations or warranties made by Lessee; and (vi) related to Lessee's Work.

Section 2. Limitation of Lessor's Liability. Lessor shall only be liable for damage to the person or property of Lessee, or of any subtenant, or concessionaire, or of any employee, customer, licensee, invitee, contractor or supplier, or guest of any of the foregoing, where such damage is attributable to the negligence or intentional misconduct of Lessor, or Lessor's agents or employees, in the performance or failure to perform any of the obligations of Lessor under and pursuant to the terms and provisions of this Lease. Without in any way limiting the generality of the foregoing, neither Lessor, nor Lessor's agents or employees, shall be liable, in any event, for any injury or any loss or damage to or interference with any merchandise, equipment, fixtures, or other personal property or the business operations of Lessee or anyone in the Demised Premises occasioned by: (a) fire, explosion, falling plaster, steam, gas, electricity, mold, mildew, moisture, water, flood, rain, snow, other elements, or acts of God; (b) any breakage or leakage from any part of said Demised Premises or the buildings, or from the pipes, appliances or plumbing or from dampness or any other cause, (c) any backing up, seepage or overflow of water or sewerage; (d) the act or omission of persons occupying other premises; or (e) any defect, latent or otherwise, in any building or the equipment, machinery, or utilities, provided that this Section shall not be construed as relieving Lessor from its obligations to use commercially reasonable efforts to repair or otherwise correct and restore the Demised Premises, if required herein, to its former condition within a reasonable time after any such occurrences.

ARTICLE X **Insurance**

Section 1. Lessor's Casualty and Liability Insurance. Lessor shall maintain, at all times during the term of this Lease, with respect to the buildings on the Property, insurance against loss or damage by fire, the so-called extended coverage casualties, coverage for loss of rentals (due to fire or other casualty), and insurance with respect to such other casualties insuring one hundred percent (100%) of the replacement value thereof and standard commercial general liability insurance with inclusive limits of not less than One Million Dollars (\$1,000,000.00) per occurrence in the event of bodily injury or death.

Section 2. Lessee's Insurance. Lessee shall, at its own expense, maintain with financially responsible companies with a Best Rating of not less than A-VIII licensed and qualified to do business in Maine: (a) workman's compensation insurance with statutory limits and

employer's liability with a limit of at least \$1,000,000.00; (b) fire and comprehensive casualty insurance of adequate amounts with respect to its own fixtures, merchandise, equipment and other property contained in the Demised Premises; (c) comprehensive public/commercial liability insurance with respect to the Demised Premises and its appurtenances (including signs), which shall insure Lessor (as a named, insured party), and all persons claiming under Lessor, as well as Lessee, against all claims for injuries to persons (including death) and against claims for damages or loss of property occurring in, about, or to the Demised Premises in the amount of at least One Million Dollars (\$1,000,000.00) per occurrence/Two Million Dollars (\$1,000,000.00) aggregate. Lessee shall name Lessor as additional insured on all general liability and property insurance coverage. Lessee shall furnish the Lessor with certificates for such insurance prior to the commencement of Lessee's Work and thereafter at least thirty (30) days prior to the expiration date of any of such policies. Each policy shall be non-cancelable with respect to Lessor's interest without at least thirty (30) days prior written notice to Lessor from the insurer. Lessee's failure to deliver the policies or certificates shall constitute a material default.

Section 3. Waiver of Subrogation. Lessor and Lessee hereby release the other and all other persons claiming under it from any and all liability for loss or damage to property caused by any casualty, even if the casualty is brought about by the fault or negligence of the other or any persons claiming under the other. Lessor and Lessee will cause their respective insurance companies to endorse their respective insurance policies to permit a waiver of subrogation.

ARTICLE XI

Signs

Lessee may, at Lessee's expense, attach a sign to the front of the Premises. The sign is subject to Lessor's approval, which shall not be unreasonably withheld, conditioned or delayed, and all applicable local codes and other governmental regulations. Lessor may require Lessee to remove any signs that, in Lessor's reasonable opinion, are unsatisfactory or do not comply with the above conditions, and failure to so comply shall be a default under the Lease. Lessee may also install a freestanding sign on the Property, upon written approval from the Lessor, which may be withheld in its sole discretion, in accordance with all applicable local codes and other governmental regulations. The installation cost of this second sign will be paid by the Lessee.

ARTICLE XII

Assignment or Subletting

Lessee shall not assign, sublease, mortgage, pledge, or otherwise transfer or encumber this Lease or any interest therein, either voluntarily or by operation of law or otherwise, without obtaining on each occasion Lessor's prior written consent, which consent Lessor may deny, regardless of commercial reasonableness, except as otherwise set forth herein. Lessor shall not be liable for any money damages to Lessee or Lessee's proposed assignee, transferee or subtenant for refusal to consent to any assignment or transfer of this Lease. Lessee's sole remedy shall be specific performance.

Notwithstanding the foregoing, Lessee may assign or sublease all or a portion of the Demised Premises with written consent of the Lessor. In the event of a sublease or assignment, Lessee shall be responsible for Lessor's reasonable legal expenses related directly thereto and reasonable architect or engineering fees related to any alterations proposed by the assignee or

subtenant, whether or not such transaction is consummated. In the event of an assignment or sublease by Lessee, Lessor may require, at its sole discretion, a personal guaranty by the Lessee and/or the successor principals.

Lessor's consent shall not be required for Lessee's one-time initial sublease of all the Demised Premises to an entity owned and managed by Lessee and/or Lessee's owners, which entity possesses all applicable licenses necessary to operate the Permitted Use of a Marijuana Store at the Demised Premises; however, the terms of the sublease shall be subject to Lessor approval, Lessee must provide Lessor with written notice of the sublease's execution and deliver an executed copy of the sublease to Lessor.

This Lease may be assigned by either party, upon notice to the other party, in the event of the sale or other transfer of all, or substantially all, of a party's stock, assets or business.

No consent by Lessor to a sublease or assignee shall be deemed to constitute any consent to any further sublease or assignment, nor shall any assignment or sublease relieve Lessee from its obligations under this Lease, and Lessee hereby guarantees the prompt and timely payment of all Rent and other charges hereunder.

No indulgence or favor at any firm granted by the Lessor to Lessee or to anyone claiming under Lessee, nor acceptance of rent from, or other dealing with, anyone claiming under Lessee, shall be deemed to be a sublease or otherwise. Lessee and all persons claiming under Lessee shall be deemed to have waived any and all suretyship defenses.

Lessor may require as a condition of any assigning or subletting, that the assignee or sublessee execute an agreement directly with Lessor agreeing to perform and observe all the obligations of Lessee hereunder and to secure or guarantee such obligations in a manner acceptable to Lessor.

ARTICLE XIII **Subordination**

Section 1. Subordination by Lessee. For purposes hereof, the term Mortgage shall mean any real estate mortgage, ground lease, deed of trust or any other security agreement or indenture affecting the Property of the Demised Premises; and the term Mortgagee shall mean the holder of any such Mortgage. This Lease is and shall be subordinate to: (a) any and all existing and/or future Mortgage, heretofore or hereafter placed upon the Property any part thereof, to any renewal, modification, replacement or extension of such Mortgage, and to any and all advances made or to be made thereunder; provided that in the instrument of subordination the Mortgagee agrees, for itself and its successors and assigns, to not disturb the possession of the Demised Premises by the Lessee except in accordance with the terms of this Lease. This clause shall be self-operative and no further instrument of subordination shall be required by any Mortgagee; however, in confirmation of such subordination, Lessee and Guarantor(s) agree to promptly execute any instrument that Lessor may request. So long as Lessee and Guarantors shall not be in default under this Lease, the Mortgagee and its successors and assigns will not disturb the peaceful, quiet enjoyment of the Demised Premises by the Lessee.

Section 2. Estoppels and Notices. Lessee will, upon request by Lessor or any Mortgagee, execute and deliver to such party (a) an Estoppel Letter in form satisfactory to such

party and (b) a copy of any notice of default delivered by Lessee to Lessor at the same time and in the same manner as to Lessor. Any Mortgagee shall have the right to cure Lessor's default within sixty (60) days after receipt of Lessee's notice; and no right to terminate this Lease shall be exercised by Lessee until the expiration of said sixty (60) days (or such additional time reasonably required to cure such default).

Section 3. Mortgagee Not Liable. With reference to any assignment by Lessor of Lessor's interest in this Lease, or the rents and other sums payable hereunder, conditional in nature or otherwise, which assignment is made to a Mortgagee, Lessee agrees that the execution thereof by Lessor, and the acceptance thereof by such Mortgagee, shall not be treated as an assumption by such Mortgagee of any of the obligations of Lessor hereunder, unless such Mortgagee shall, by notice sent to Lessee, specifically otherwise elect, or unless Mortgagee forecloses its Mortgage. Absent such an election or foreclosure, Lessor shall retain its obligations herein. Nevertheless, Lessee shall, upon receipt of written notice from Lessor and any such Mortgagee to whom Lessor may from time to time assign the rents or other sums due hereunder, make payment of such rents or other sums to such Mortgagee, and Lessor agrees to credit Lessee for all of such payments made, unless and until Lessee receives a subsequent written notice to the contrary.

ARTICLE XIV **Self-Help**

If Lessee or Guarantors shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed other than a payment obligation, and shall not cure such default within thirty (30) days after written notice from Lessor specifying the default, Lessor may at any time thereafter, at its option and without waiving any claim for breach of agreement, cure such default for the account of Lessee and make all necessary payments in connection therewith. Any reasonable amount paid by Lessor in so doing shall be deemed paid for the account of Lessee and Lessee agrees to promptly reimburse Lessor therefore such sums as Additional Rent; provided that Lessor may cure any such default as aforesaid prior to the expiration of said waiting period but after written notice to Lessee, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the buildings or the Property or Lessor's interest therein, or to prevent injury or damage to persons or property.

ARTICLE XV **Damage or Destruction of Demised Premises**

Section 1. Restoration by Lessor If the Demised Premises shall be damaged or destroyed by fire, windstorm, or other casualty covered by Lessor's fire insurance policies required to be carried pursuant to the provisions of Article X hereof, Lessee shall immediately give notice thereof to Lessor, and unless this Lease is terminated as hereinafter provided, Lessor at its own expense shall reasonably promptly repair or rebuild the same so as to restore the Demised Premises to substantially the same condition they were in as of the Lease Commencement Date (excluding any alterations, additions or improvements made by Lessee), subject, however, to zoning and building laws then in existence, provided that Lessor shall not be responsible for any delay in such repair or reconstruction which may result from any cause beyond its reasonable control and provided further that in no event shall Lessor be obligated to expend for such repair or reconstruction more than the amount of the insurance proceeds (net of all costs and fees incurred by Lessor in collecting the same) received by Lessor on account thereof. In that event, until the

Demised Premises are restored by Lessor, the payment of Base Rent and Additional Rent and other charges shall cease or be proportionately abated according to whether the destruction to the Demised Premises is entire or partial.

Section 2. Termination Rights If either the Demised Premises shall be damaged or destroyed by fire or other casualty, or if any part of the Demised Premises shall be damaged by an uninsured casualty by any cause to the extent of twenty percent (20%) or more of its sound insurable value, Lessor may elect by written notice to the Lessee either to terminate this Lease or to repair or rebuild on the conditions set forth in Article XV Section 1 above by written notice given within forty five (45) days after such damage or destruction. Notwithstanding anything herein to the contrary, if Lessor elects to repair or rebuild the Demised Premises, Lessor shall proceed with due diligence; if at any point Lessee concludes that Lessor is not performing as required herein, Lessee may give Lessor written notice thereof, which notice shall be specific with regard to Lessor's perceived failure to perform. Within fourteen (14) days after receipt of Lessee's notice Lessor shall respond to Lessee's concerns in writing. If Lessor's response does not satisfy Lessee that Lessor is using the required diligent efforts, Lessee may send Lessor written notice of the same and exercise any rights it may have at law or equity.

Section 3. Lessee's Restoration In the event that the Demised Premises are damaged or destroyed by any cause described above, then, unless this Lease is terminated as above provided, Lessee, at its own expense and proceeding with all reasonable dispatch, after receipt of notice from Lessor that it has elected to repair and rebuild and has, in fact, commenced same and that the Demised Premises are in Access Ready Condition, shall repair or replace suitably all alterations, additions, improvements, trade fixtures, equipment, signs, or other property installed by or belonging to Lessee, which are damaged or destroyed, in or serving the Demised Premises; provided that the Lessor shall not be responsible for any delay in such repair or reconstruction which may result from any cause beyond its reasonable control and provided further that in no event shall Lessor be obligated to expend for such repair or reconstruction more than the amount of the insurance proceeds (net of all costs and fees incurred by Lessor in collecting the same) received by Lessor on account thereof.

Section 4. Cooperation Lessor and Lessee agree to cooperate with each other to enable the prompt repair or replacement of the Demised Premises and the buildings arising from any insured loss. Failure by either party to fulfill its obligations hereunder shall be a default under the terms of this Lease. In no event shall Lessee or any person or corporation claiming an interest in the Demised Premises by, though, or under Lessee claim, maintain, or prosecute any action or suit at law or in equity against the Lessor for any loss, cost or damage caused by or resulting from fire or other risk or casualty in the Demised Premises or any part thereof for which Lessee is, may or should be insured under any insurance policy required by the Lease.

ARTICLE XVI

Eminent Domain, Condemnation

Section 1. Lessor and Lessee Right of Termination If as a result of any taking by eminent domain which shall be deemed to include a voluntary conveyance in lieu of a taking, the total floor area remaining in the Demised Premises shall be reduced to less than seventy five percent (75%) of the total floor area in the Demised Premises at the Lease Commencement Date, or the Demised Premises shall be permanently deprived of access by motor vehicle to and from a

public street or private way, then, at the election of Lessor or Lessee, exercisable by written notice given to the other within ninety (90) days after the date of the filing of the notice of such taking, this Lease may be terminated as of the date when Lessee is required to vacate the Demised Premises or the portion thereof is so taken, or access is so taken, notwithstanding that the entire interest of the party exercising such option may have been divested by such taking. In the event Lessor or Lessee terminate the Lease pursuant to this Section 1, Lessee shall only make such payments for rent or other payments as are due related to periods until and including the date when Lessee is required to vacate the Demised Premises or the portion thereof is so taken or access is so taken. If, following any such taking, neither Lessee nor Lessor terminate this Lease, then Lessor, at Lessor's expense, but only to the extent of the award for any such taking, and proceeding with all reasonable dispatch, subject to delays beyond its reasonable control, shall do such work as may be required to put what may remain of the Demised Premises in proper condition for the conduct of Lessee's business, or to provide alternative access, as the case may be, and Lessee, at Lessee's expense and proceeding with all reasonable dispatch, shall make such alterations, repairs and replacements of the alterations, additions, improvements, trade fixtures, equipment, signs or other property installed by or on behalf of or belonging to Lessee as may be necessary to put the remainder of the Demised Premises in proper condition for Lessee's business. In that event, the Base Rent shall be proportionately abated according to the nature, extent, and effect of the taking.

Section 2. Damages. Lessor reserves all rights to damages to the buildings, property, the Demised Premises and the leasehold hereby created, or awards with respect thereto, then or thereafter accruing, by reason of any taking by eminent domain or by reason of anything lawfully done or required by any public authority, and Lessee grants to Lessor all Lessee's rights, if any, to such damages, such that Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof; provided, however, that Lessee shall be entitled to pursue its own separate claim against the condemning authority with respect to relocation expenses, loss of business goodwill and/or the value of Lessee's Work and personal property and trade fixtures paid for by Lessee. Lessee shall execute and deliver to Lessor such further instruments of assignment thereof as Lessor may from time to time request.

ARTICLE XVII

Default

Section 1: Events of Lessee Default. The occurrence of any one or more of the following occurrences are Events of Default:

- (a) Lessee's failure to make any payment of any installment of Base Rent or Additional Rent within three (3) business days after written notice that such payment was not received when due;
- (b) Lessee's failure to observe or perform any other of the Lessee's covenants, agreements or obligations hereunder, if such failure shall not be corrected within twenty (20) days after written notice thereof, or, if Lessee diligently and continuously pursues such cure, but cannot reasonably cure within twenty (20) days, such additional period of time as is reasonably necessary to cure such default in the good faith judgment of Lessor which extension shall be noticed in writing to Lessee;
- (c) If any proceedings seeking protection from creditors are instituted by Lessee or Guarantors, under the Bankruptcy Code or any laws amendatory thereof or supplemental or similar thereto;

- (d) If any other proceedings are instituted against Lessee or Guarantors under the Bankruptcy Code or any insolvency law and not dismissed within sixty (60) days;
- (e) If Lessee shall execute an assignment of his property for the benefit of his creditors;
- (f) If a receiver or other similar officer for Lessee shall be appointed and not be discharged within sixty (60) days, Lessor shall have the right after any Event of Default, to re-enter and take complete possession of the Demised Premises, to terminate this Lease, and remove the Lessee's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default; or
- (g) Lessee's failure to remove or discharge any Lessee Liens within thirty (30) days after the recording thereof (failing which, in addition to all other rights and remedies hereunder, Lessor may bond or otherwise remove the Lessee Lien and collect all fees, costs and expenses incurred from Lessee as Additional Rent).

Section 2. Remedies Upon Default. In the event that this Lease is terminated pursuant to any of the provisions of this Lease, Lessor shall be entitled to immediately exercise any and all rights it may have at law or equity, including, but not limited to the following, all of which are non-exclusive, (a) an action for possession for the Demised Premises or any other lawful means to retake possession of the Demised Premises, (b) terminate this Lease without terminating any liability of Lessee, (c) stand by and do nothing, continuing this Lease in full force and effect, during which Lessor may enforce all rights and remedies under this Lease, including the right to recover Rent and all other charges due hereunder as such charges become due, (d) retake possession of the Demised Premises for the account of Lessee and on behalf of Lessee rent all of a part of the Demised Premises at such rental or rentals and upon such other terms and conditions (which may be for a term extending beyond the Lease Term) as Lessor in its sole discretion may deem advisable (subject to Lessor's statutory duty, if any, to mitigate damages), or (e) recover from Lessee: (1) all accrued and unpaid Rent, (2) the Rent which would have been payable to Lessor through the end of the Lease Term, which amount may be accelerated (for loss of a bargain and not as a penalty), and (3) all damages, fees, costs and expenses incurred by Lessor as a result of the Lessee's default, including, but not limited to, any broker costs and any costs of reletting. Lessor shall not be deemed to have terminated this Lease or to have accepted any surrender by Lessee unless Lessor notifies Lessee in writing that it has done so. Lessee is responsible for any pre-litigation attorney's fees, costs and expenses Lessor incurs enforcing the Lease. In any litigation concerning this Lease, the non-prevailing party must pay the reasonable attorney's fees, costs and expenses incurred by the prevailing party. Lessee may not assert any non-compulsory counterclaim or any setoff in any legal action brought by Lessor. Lessee expressly waives any notice related to a Lease Default except for what is expressly required by this Lease section. LESSOR AND LESSEE WAIVE TRIAL BY JURY IN ANY ACTION RELATED IN ANY WAY TO THIS LEASE OR THE DEMISED PREMISES.

Section 3. Cumulative Remedies All rights and remedies, which Lessor may have under this Lease, shall be cumulative and non-exclusive and shall not be deemed inconsistent with each other, and any two (2) or more of such rights and remedies may otherwise be exercised at the same time insofar as permitted by law. Nothing herein contained shall be construed as limiting or precluding the recovery of Lessor against Lessee of any sum or damages to which, in addition to

the damages particularly provided above, Lessor may lawfully be entitled by reason of any default hereunder on the part of Lessee.

Section 4. Lessor's Right to Remedy Lessee's Default If Lessee shall default in the observance or performance of any conditions or covenants on Lessee's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, Lessor, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Lessee as provided in Article XIV. If Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the maximum interest rate allowable by law, shall be paid to Lessor by Lessee as Additional Rent.

ARTICLE XVIII **Security Deposit**

In order to secure Lessee's performance under the terms of this Lease, and to secure its property from any damage or destruction, Lessor acknowledges its receipt of the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) (the "Initial Deposit"). Lessee shall forfeit all rights to obtain the Initial Deposit if Lessee fails to obtain the Permitted Use Permits as set forth in Article V Section 1 herein. On or prior to the date that Lessee takes possession of the Demised Premises, Lessee shall provide an additional deposit in the sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00). The Initial Deposit and Additional Deposit combined shall be referred to as the "Security Deposit" and shall be held by Lessor as security for the payment of Rent and Lessee's performance and observance of this Lease. The Security Deposit will be held by Lessor in a separate bank account, separated from all of Lessor's other funds, which is not required to be interest-yielding, and shall be so maintained throughout the term hereof. Unless agreed upon in a separate writing, no portion of the Security Deposit shall be accepted or applied as Rent unless the Lessor shall so elect.

If Lessee defaults under this Lease, or defaults under any other agreement between Lessor and Lessee, Lessor may, without prejudice to any other available remedy, apply the Security Deposit towards curing the default and compensating Lessor for loss or damage arising from the default. If at any time Lessor applies part or all of the Security Deposit, Lessee shall pay to Lessor the amount so applied, so that Lessor shall have on hand the full original Security Deposit at all times. The Security Deposit shall be kept by Lessor during the term of this Lease, or any renewals thereof, and, if Lessee is not in default or otherwise liable to Lessor, the unapplied balance of the Security Deposit shall be refundable to Lessee within thirty (30) days from the day upon which the Lessor has actual knowledge that the Lessee has voluntarily vacated the Demised Premises. The Security Deposit will be applied or returned accordingly, less any costs incurred by Lessor to restore the Demised Premises as stated herein.

If Lessor transfers this Lease and Security Deposit to a transferee, the transferor shall be released from liability with respect to the Security Deposit and its return to Lessee; Lessee shall look only to such transferee with respect thereto. Lessee shall not mortgage, assign (except in connection with a permitted assignment of this Lease) or otherwise encumber its interest in the Security Deposit, and any attempt to do so shall be void. In case of Lessee's bankruptcy,

reorganization or other similar proceeding, the Security Deposit shall be deemed applied first to payment of unpaid Rent for periods prior to the institution of the proceedings.

ARTICLE XIX

Notices

Any notice or other communication relating to this Lease shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or national overnight courier (such as FedEx), addressed to the party for whom it is intended at such place as shall have been last designated by such party, either in this Article or in a notice given as herein provided as its address for receiving notices hereunder. Until further notice, Lessor designates (i) 336 Miller Ave, Portsmouth NH. 03801, with a copy to counsel: (ii) Douglas W. Macdonald, Esq., Keane & Macdonald, PC, PO Box 477, Portsmouth, NH 03802, and (iii) Jeffrey P. Lieser, Lieser Skaff Alexander, 403 N. Howard Ave., Tampa, FL 33606 for such purpose, and Lessee designates P.O. Box 404, Standish, Maine 04084 (if sent by mail) or 75 Westminster St Lewiston, ME 04240 (if sent by FedEx or other courier) as its address for such purpose, but the foregoing shall not be deemed to preclude the giving of written notice hereunder in any other manner, such as by giving notice to Lessee at the Demised Premises, in which case the notice shall have been deemed to have been given when actually received by the party for whom designated. Any notice or communication under this Lease shall be deemed properly given at the earlier of: three (3) days after deposit in any post office regularly maintained by the United States Postal Authority, one (1) day after deposit with an overnight courier (such as FedEx), or when actually received.

ARTICLE XX

Hazardous Materials

Lessee shall not use any portion of the Demised Premises for the use, generation, treatment, storage or disposal of Hazardous Material, as hereinafter defined, without the express written prior consent of Lessor and, if required, its Mortgagees, and then only to the extent that the presence of the Hazardous Materials is (i) properly licensed and approved by all appropriate governmental officials and in accordance with all applicable laws and regulations and (ii) in compliance with any terms and conditions slated in said prior written approvals by the Lessor or its Mortgagees. Lessee shall promptly provide Lessor with copies of all notices received by it, including, without limitation, any notice of violations, and notice of responsibility or demand for action from any federal, state or local authority or official in connection with the presence of Hazardous Materials in or about the Demised Premises. In the event of any release of Hazardous Materials by Lessee or its agents, employees or contractors, Lessee shall promptly remedy the problem in accordance with all applicable laws and requirements and shall indemnify and hold the Lessor and its Mortgagees harmless from and against all loss, costs, liability and damage, including attorney's fees and the cost of litigation arising from the said release of any Hazardous Materials in or on the Demised Premises, the Common Area, or Common Facilities, but only to the extent that such loss, costs liability and damage are the result of the conduct of Lessee or its agents, employees or contractors. The obligations of Lessee under this Article shall survive expiration or termination of this Lease.

For the purposes of this section, “Hazardous Material” means “Oil”, “hazardous materials”, “hazardous waste”, or “hazardous substances”, as such terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C §6901 et seq., as amended, and the regulations and all applicable federal, state and local laws, rules and regulations, including without limitation, Maine Waste Management Rules.

Notwithstanding anything to the contrary herein, Lessor hereby acknowledges and agrees that certain aspects of Lessee’s Permitted Use hereunder involve the use of certain potentially hazardous materials, including without limitation, ethanol and carbon-dioxide. By executing this Commercial Lease, Lessor consents to Lessee’s use of such materials pursuant to the provisions of this Article XX.

ARTICLE XXI

Cease and Desist Orders

If either Lessor or Lessee receives a “cease and desist” order or other similar written communication from any state or federal law enforcement agency relating to Lessee’s business or use of the Demised Premises, alleging the illegal production, sale or distribution of narcotics, drugs or cannabis under Maine or United States law, or if Lessee’s business is closed, on what is intended by the law enforcement entity responsible for such closure to be a permanent basis, as a result of any federal or state law enforcement action based on an allegation of illegal production, sale or distribution of narcotics, drugs or cannabis under Maine or United States law, and if Lessee fails to promptly contest such action in a manner that suspends enforcement thereof, at Lessor’s option, Lessee shall be deemed to be in default, Lessor shall be entitled to immediately exercise all of the remedies available to Lessor in the event of Lessee’s default under this Article XXI, and the Lease shall be immediately terminated. Lessor shall not be obligated to go through any supplementary process in order to have Lessee and its property removed from the buildings.

In such case, Lessee shall have seven (7) days from the date of written notice from the Lessor, or such lesser amount of time as may be demanded in such a cease and desist or similar communication, to remove all its inventory and other personal property then situated on the Demised Premises, including but not limited to plants, plant growing apparatus or any other fixtures, equipment, seeds or other items involved in the process of planting, growing, harvesting, packaging or selling cannabis. If Lessee has not done so on its own, Lessor may dispose of such items, at Lessee’s expense, without having any liability to Lessee or otherwise. Lessee willingly waives any supplementary process rights to allow Lessor the best opportunity to avoid legal or financial problems as a result of Lessee’s activities.

ARTICLE XXII

Options to Extend Lease

(a) Provided the Lease is still in effect and Lessee is not in default under any of its obligations to Lessor and has otherwise faithfully performed the terms or conditions of the Lease and Lessee is in actual physical possession of all of the Demised Premises, Lessee shall have the right to extend the term of this Lease for up to three (3) additional lease terms of ten (10) years each, or such other period of time as may be mutually agreed to between the parties hereto (“Additional Term”) commencing upon the expiration of the original term, provided that Lessee shall give written notice (“Option Exercise Notice”) to Lessor of such election at least nine (9)

months prior to the end of the Lease Term. TIME IS OF THE ESSENCE WITH RESPECT TO THIS ARTICLE. Such Option Exercise Notice of election to extend the term shall be irrevocable.

(b) Except as expressly provided herein, an Additional Term shall be upon the same terms and conditions set forth in this Lease except that (i) any articles which were intended to be one time, initial provisions or concessions (such as Lessor's Work) shall be deemed to have been satisfied and shall not apply to the Additional Term, and (ii) if annual Base Rent under this Lease shall be lower than the then current fair market rent as of the time of the renewal, then Landlord may raise the annual Base Rent to what is fair market ("Fair Market Rent"). Within thirty (30) days following Lessor's receipt of Lessee's Option Exercise Notice, Lessor shall select a licensed commercial real estate broker who is not affiliated with Lessor to render an opinion of the Fair Market Rent based upon the prevailing market rental rate in effect at the time for space and use comparable to the Demised Premises in the Town of Eliot, Maine. If Lessee disagrees with the determination of fair market rental rate determined by the broker chosen by Lessor, Lessee may seek a second opinion from a licensed commercial real estate broker doing business in southern Maine and chosen by Lessee (but not affiliated with Lessee). If the two brokers so chosen are unable to reach agreement as to the Fair Market Rent, the Parties shall jointly select a third licensed commercial real estate broker who shall decide which of the two opinions of the other brokers is more accurate. Thereafter, Base Rent for each successive Lease Year after the first Lease Year of the Additional Term shall increase by two (2%) percent over the previous Lease Year.

ARTICLE XXIII **Excusable Delay**

The Parties hereto expressly acknowledge that this Lease is being entered into at a time when the United States, including Maine, remains in the midst of addressing and being affected by the COVID-19 virus pandemic. Each Party's respective anticipated performance under Article V herein is based upon said Party's understanding of current laws, rules, regulations, executive orders, and best practices at the time that this Lease is executed. The Parties understand and expect that each of the Lessor and Lessee will comply fully with all statutes, rules, regulations, and executive orders that now exist and may hereafter arise, including those arising as a consequence of the COVID-19 pandemic, and that such provisions, and the best practices arising therefrom, may affect the timing and manner in which Lessor's Work contemplated hereby is completed.

The Parties further understand that the pandemic and/or other economic conditions may substantially affect matters such as access to and timing of receipt of particular materials, access to labor and certain subcontractors, and health and safety measures affecting the numbers and movement of persons at the job site. The Parties hereby agree to work together reasonably to address such matters, including identifying substitute materials of similar cost (with the cost of the good requiring substitution based on the cost at the time of contracting) to those specified where necessary. In instances where the other Party's cooperation is required to allow the other Party to comply with laws, regulations, and best practices arising as a consequence of the pandemic, each Party will take all reasonable measures to do so. Accordingly, and without limiting the generality of the foregoing, notwithstanding anything contrary set forth in this Lease, if the performance of any obligation of either Party is delayed by governmental action or inaction or any other reasons beyond such Party's reasonable control, including, without limitation, damage caused by fire or

other casualty, strikes, force majeure, shutdowns by the government, shortage of materials or labor, transportation delays, weather conditions, pandemic (any delay caused in whole or in part by any of the foregoing being an “Excusable Delay”), then the subsequent deadlines shall be extended for a period reasonably equivalent to the time lost by reason of such Excusable Delay. Notwithstanding the foregoing, the provisions of this Article shall not be applicable at all to excuse or permit delay of the time for Lessee to pay Rent or other money or to obtain and maintain insurance policies.

ARTICLE XXIV

Miscellaneous Provisions

Section 1. No consent or waiver, express or implied, by Lessor to or of any breach in the performance by Lessee, of its agreements hereunder shall be construed as a consent or waiver to or of any other breach in the performance by Lessee of the same or any other covenant or agreement. No acceptance by Lessor of any rent or other payment hereunder, even with the knowledge of any such breach, shall be deemed a waiver thereof nor shall any acceptance of rent or other such payment in a lesser amount than is herein required to be paid by Lessee, regardless of any endorsement on any check or any statement in any letter accompanying the payment of the same, be construed as an accord and satisfaction or in any manner other than as a payment on account by Lessee, unless otherwise agreed to in writing. No reference in this Lease to any sublessee, licensee or concessionaire, or acceptance by the Lessor of any payment due hereunder from other than the Lessee shall be construed as a consent by the Lessor to any assignment or subletting by the Lessee, or give to the Lessee any right to permit another to occupy any portion of the Demised Premises except as herein expressly provided. No waiver by Lessor in respect of any one lessee shall constitute a waiver with respect to any other lessee. Failure on the part of Lessor to complain of any action or non-action on the part of Lessee or to declare Lessee in default, no matter how long such failure may continue, shall not be deemed to be waiver by Lessor of any of its rights hereunder.

Section 2. In no case shall mention of specific instances under a more general provision be construed to limit the generality of said provisions.

Section 3. If Lessee continues to occupy the Demised Premises after the expiration date or earlier termination hereof, Lessee shall have no more rights than a tenant at sufferance, but shall be liable for one and one half (1 1/2) times the aggregate rental then payable under this Lease for the period of such occupancy, and shall be liable for any loss or expense incurred by Lessor due to such holding over. Nothing in this section shall be construed to permit such holding over.

Section 4. If any provision of this Lease or the application thereof to any person or circumstance shall be to any extent invalid or unenforceable, the remainder of this Lease and its application to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 5. Lessor agrees that upon Lessee’s paying the rent and performing and observing the agreements, conditions and other provisions on its part to be performed and

observed, Lessee shall and may peaceably and quietly have, hold and enjoy the Demised Premises and the appurtenant rights thereto as set forth in this Lease during the term of this Lease without any manner of hindrance or molestation from Lessor or anyone claiming under Lessor, subject, however, to the rights of holders of present and future Mortgages, and to the terms and provisions of the Lease.

Section 6. The conditions and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns, and the same shall be construed as covenants running with the land. Wherever in this Lease, reference is made to either of the parties, it shall be held to include and apply to the successors and assigns of such party as if in each case so expressed, unless the context requires otherwise and regardless of the number or gender of such party.

Section 7. This Lease shall constitute the only agreement between the parties relative to the Demised Premises and no oral statements and no prior written matter not specifically incorporated herein shall be of any force or effect. In entering into this Lease, Lessee relies solely upon the representations and agreements contained herein. This agreement shall not be modified except by a writing executed by both parties.

Section 8. The section and article headings throughout this instrument are for convenience and reference only and the words contained therein shall in no way be held to limit, define or describe the scope or intent of this Lease or in any way affect this Lease.

Section 9. Lessor shall not be liable for a delay or failure in the commencement, performance or completion of any of its obligations hereunder where such delay or failure is attributable to strikes or other labor conditions, inability or difficulty in obtaining materials or services, wars, delays due to weather, or other cause beyond the reasonable control of Lessor and in no event shall Lessor be liable to Lessee for incidental or consequential damages.

Section 10. If Lessor shall at any time be an individual, joint venture, tenancy in common, firm or partnership (general or limited), or a trust or trustees of a trust, it is specifically understood and agreed that there shall be no personal liability of Lessor or any joint venture, lessee, partner, trustee, shareholder, beneficiary or holder of a beneficial interest thereof under any of the provisions hereof or arising out of the use or occupation of the Demised Premises by Lessee. In the event of a breach or default by Lessor of any of its obligations hereunder, Lessee shall look solely to Lessor's interest in the Property and casualty and liability insurance for the satisfaction of Lessee's remedies, and **it is expressly understood and agreed that Lessor's liability under the terms, covenants, conditions, warranties and obligations of this Lease shall in no event exceed the value of the Property and insurance proceeds which may be available.** It is further understood and agreed that the liability of any party who is a Lessor (whether the original Lessor or any successor Lessor) shall be limited to defaults occurring or arising during the period for which such party shall have been a lessor, and such party shall not be liable for defaults occurring or arising at any time before such party obtained its interest as Lessor or after such party disposed of its interest as Lessor.

Section 11. The submission of this document for examination and negotiation does not constitute an offer to Lease, or a reservation of, or option for, the Demised Premises, and this

document shall become effective and binding only upon the execution and delivery hereof by both Lessor and Lessee and as provided herein.

Section 12. To the extent applicable, Lessee shall at all times maintain a contract, with a company acceptable to Lessor, to provide for the normal and routine maintenance and service of the heating and air conditioning facilities serving the Demised Premises to the extent that such facilities are in existence or present upon the commencement of the original Lease, or otherwise provided by Lessor. Such maintenance shall take place no less frequently than once every six (6) months. Lessee shall also have such company make all necessary repairs and replacements to said heating and air conditioning facilities. Promptly upon the completion of any and all such work, Lessee shall provide Lessor with evidence thereof by delivering to Lessor a copy of the paid invoice for such work. Lessee shall also send Lessor a copy of each new maintenance contract (and evidence of payment for such contract) prior to the expiration of the then current contract. All the above shall be at Lessee's expense.

Section 13. [reserved].

Section 14. All claims or disputes between Lessee and Lessor arising out of or related to this agreement shall be adjudicated in accordance with the substantive laws of the State of Maine. The Parties hereby acknowledge and agree that all such claims or disputes will be subject to the exclusive jurisdiction of the state courts located in York County, Maine, unless otherwise required by law. The prevailing party in any suit or action hereunder shall be entitled to recover from the losing party all costs incurred by it in enforcing the performance of, or protecting its rights under, any part of this Agreement, including reasonable costs of investigation and attorneys' fees.

Section 15. Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or joint venturer, or a member of a joint enterprise with Lessee by reason of this Lease.

Section 16. If any provision(s) of this Lease is held to be unenforceable, the rest of the Lease will continue in effect and is not rendered void because it contains an unenforceable provision(s).

Section 17. This Lease may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Lease in any court or arbitration proceedings between the Parties.

Section 18. Guarantors. The following Guarantors have executed guaranties of this Lease which guaranties are attached hereto as **Exhibit C**: Joel Pepin, Ryan Roy and Adam Platz.

Section 19. The Lessor and Lessee hereby agree that there may a shed located on the Property (the "Shed") that shall be reserved for the sole use of Lessor. Currently, the Shed is not improved or used by the Lessor, however, the Lessor reserves the right to improve and use the Shed, but in no case beyond the current footprint of the existing shed building dimensions, at its sole discretion and in the event of use, Lessor shall be responsible for paying any fees or expenses solely attributable to the Shed, including, but not limited to insurance and utilities.

ARTICLE XXV

Exhibits

Exhibits:

- A Site Plan for Demised Premises
- B Specification and Scope of Lessor's Work
- C Guaranty of Lease
- D Acknowledgement of Lease Commencement Date
- E Proposed Site Plan Filed June 28, 2022

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal on the day and year first above written.

Potions, LLC

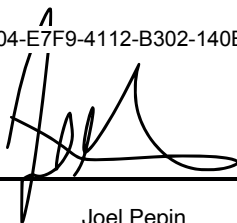
DocuSigned by:



BY: Blake Dubin

Its: Manager or Member

JAR Consulting, LLC



BY: Joel Pepin

Its: Manager & Member

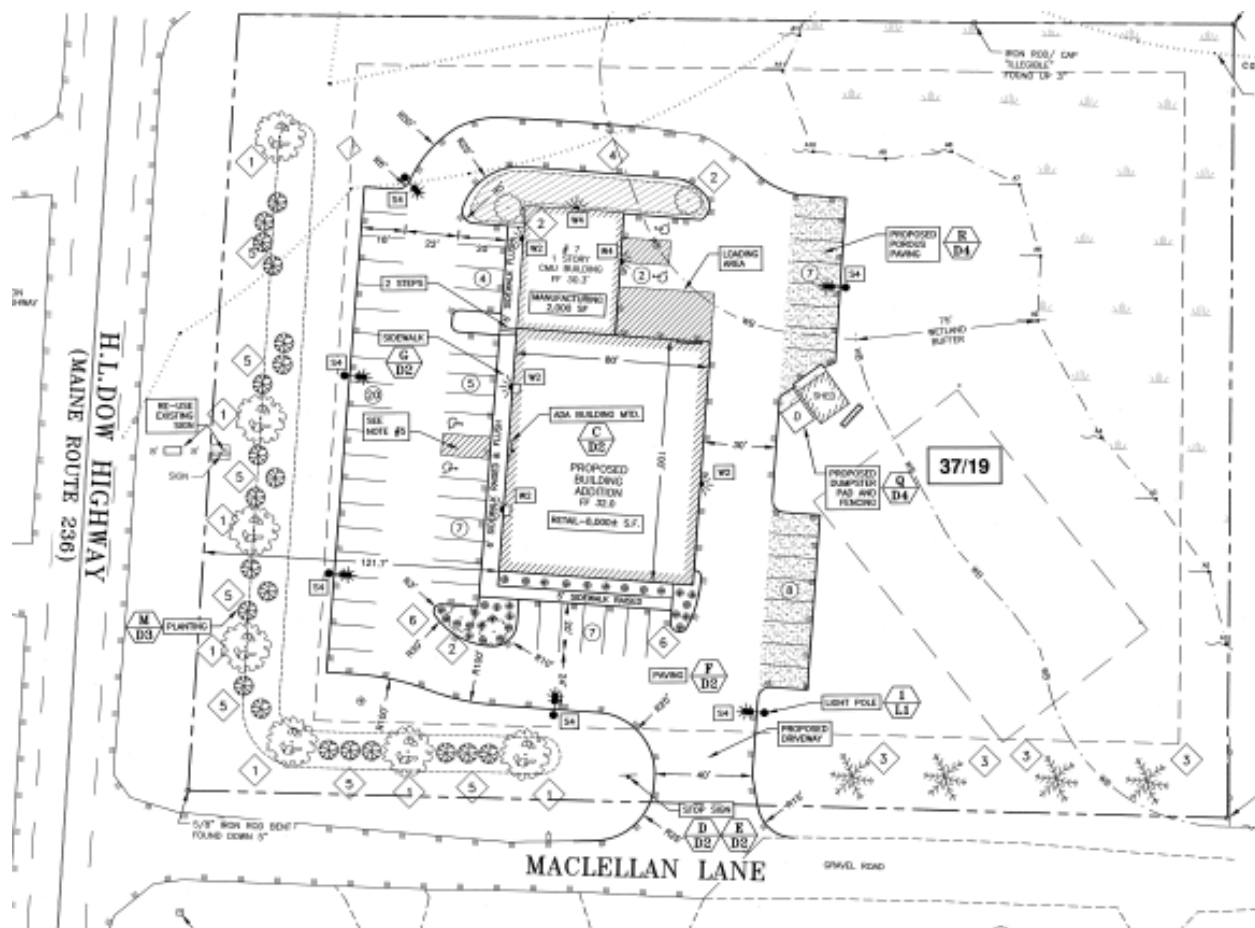
Exhibit A**Demised Premises – Proposed Site Plan**

Exhibit B

Specification and Scope of Lessor's Work

EXTERIOR:

- Exterior Walls.
- Exterior storefront, doors, and fixed windows
- Lessor and Lessee mutually agree to placement of ingress, egress, windows, and exterior treatments to ensure compliance with applicable state and local laws and regulations as well as commercial aesthetic.
- All site work, parking areas, access roads and sidewalks, landscaping and other improvements shown on the approved Site Plan

BASE BUILDING INTERIOR FINISHES:

- Flooring will consist of exposed concrete, ready for custom fit-up.
- Interior ceilings will be exposed steel (fireproofed), ready for installation of suspended ceiling.
- Demising Wall separating the Demised Premises from other space in the Building of sufficient thickness and design to comply with applicable Laws and codes.

INSULATION:

- Building insulation is built in accordance building standards. Insulation will be either batt or foam.

CONCRETE:

- Foundation's will be of sufficient size and thickness to comply with applicable codes

PLUMBING/BATHROOM:

- Any needed upgrades or expansions of the existing well water and septic systems on the Property.
- A domestic cold-water line will be stubbed into Lessee's space and clean out.

POWER DISTRIBUTION:

- A main distribution panels will be installed within the Lessee's space.

SIGNAGE:

- Any exterior signage needs Lessor approval.

SITE WORK

- Excavation and grading necessary for the concrete foundation

HVAC:

- One 5 ton split style HVAC system

Exclusions

- Interior Lessee fit up:
 - o Additional walls
 - o Flooring
 - o Lighting

- o Ceiling
 - o Cabinetry, counters, shelving and other “built –ins”
- Electrical, telecom and data
- Interior Fit up designs
- Window Treatments
- Additional minisplit as requested by tenant for multiple zone control HVAC distribution/supplemental HVAC• HVAC
- Security
- Any additional landscaping beyond what is shown on the approved Site Plan that may be required in connection with the Permitted Use Permits

Exhibit C
GUARANTY OF LEASE

In consideration of the foregoing lease between Potions, LLC, a Maine limited liability company ("Lessor"), having its usual place of business at 336 Miller Ave, Portsmouth, NH 03801 as Lessor and JAR Consulting, LLC ("Tenant"), a Maine limited liability company, having its usual place of business at 75 Westminster St Lewiston, ME 04240 as Lessee, and to induce Lessor to enter into said lease, the undersigned (the "**Guarantors**"), covenants and agrees as follows:

- 1 Guarantors hereby unconditionally, irrevocably and absolutely guarantee to Lessor the prompt and full payment of Rent and all other sums due to Lessor under said lease and the prompt and complete performance of all covenants contained in said lease on Tenant's part to be performed. Guarantors agree to indemnify and hold Lessor harmless from any loss, costs or damages arising out of Tenant's failure to pay the aforesaid rent and other sums and/or Tenant's failure to perform any of the aforesaid covenants.
- 2 Guarantors waive diligence, demand for payment or performance, extension of time of payment or performance, notice of acceptance of this Guaranty, notice of nonpayment, nonperformance and indulgences, and notices of every kind and consents to any and all forbearances and extensions of the time of payment and performance, and to any and all modifications in the terms, covenants and conditions of said lease hereafter made or granted, and to all extensions and assignments thereof. Guarantors' liability under this Guaranty shall be unaffected by any extension, assignment, or sublease. Guarantors waive all right of subrogation whatsoever with respect to any collateral securing the aforesaid obligations.
- 3 Guarantors agree that its obligations hereunder are primary and agrees that this Guaranty may be enforced by Lessor without first resorting to or exhausting any other remedy, security or collateral; provided, however, that nothing herein contained shall prevent Lessor from suing on the aforesaid obligations with or without making Guarantors parties to the suit or exercising any other rights under said lease, and if such suit or any other remedy is availed of only the net proceeds therefrom, after deduction of all charges and expenses of every kind and nature whatsoever, shall be applied in reduction of the amount due on the aforesaid obligations. No action brought under this Guaranty and no recovery in pursuance thereof shall be a bar or defense to any further action which may be brought under this Guaranty by reason of any further default(s) hereunder or in the performance and observance of the terms, covenants and conditions of said lease. Guarantors agrees that a release or settlement with one or more of the persons or entities comprising Guarantors or Tenant shall not release any other Guarantors, and all such remaining Guarantors shall remain jointly and severally liable as though they were the only persons or entities executing this Guaranty. Guarantors hereby consent, for the enforcement of this Guaranty, to the jurisdiction of the courts of the state where the Demised Premises is located and do hereby appoint Lessor or at Lessor's election, Lessor's attorney, as Guarantors' agent for service of process in the state where the Demised Premises is located.
- 4 Guarantors agree that Guarantors' obligation to make payment in accordance with the terms of this Guaranty shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Tenant or its estate in bankruptcy (including, without limitation, any rejection of the lease by Tenant or by any trustee or receiver in bankruptcy) resulting from the operation of any present or

future provision of the National Bankruptcy Act, other similar statute, or from the decision of any court. The liability of Guarantors shall not be affected by any repossession of the Demised Premises by Lessor.

- 5 Guarantors agree that in the event this Guaranty is placed in the hands of an attorney for enforcement, Guarantors will reimburse Lessor for all expenses incurred, including reasonable attorney's fees.
- 6 Guarantors agree that this Guaranty shall inure to the benefit of and may be enforced by Lessor, its successors and assigns and any mortgagee(s) of the Demised Premises and shall be binding and enforceable against Guarantors and Guarantors' legal representatives, successors and assigns.
- 7 Guarantors agrees to notify Lessor of Guarantors' or Guarantors' agent's change of address within thirty (30) days of such change.
- 8 Within seven (7) days after a written request therefor from Lessor, Guarantors shall deliver to Lessor, or its designee, an estoppel letter from Guarantors, confirming that the Guaranty remains in full force and effect, in accordance with its terms, and ratifying Guarantors' obligations thereunder.

IN WITNESS WHEREOF, Guarantors have executed this Guaranty this 3rd day of August, 2022.



Joel Pepin



Ryan Roy

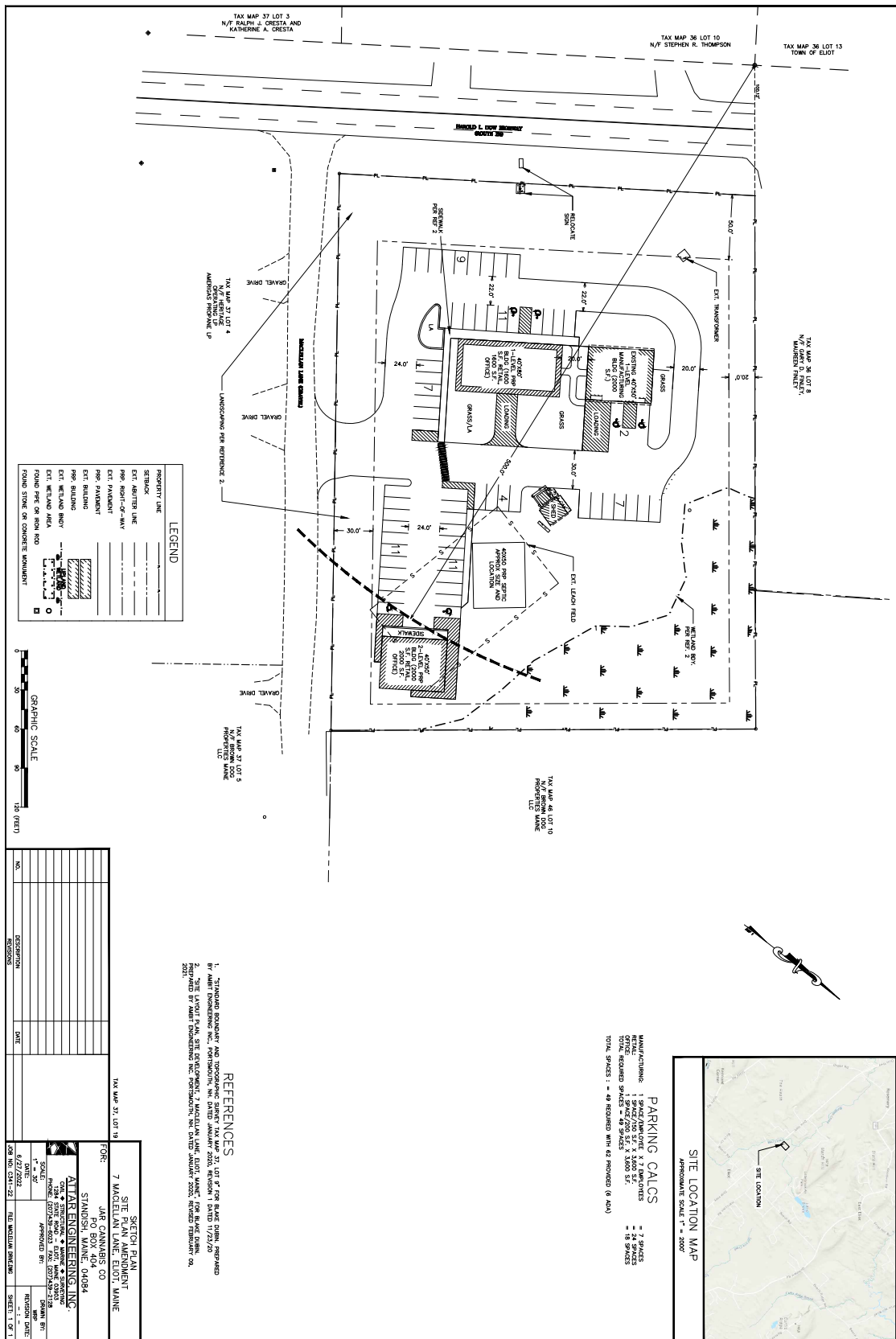


Adam Piatz

EXHIBIT D
Acknowledgement of Lease Commencement Date
[To Be Drafted]

EXHIBIT E

New Site Plan Filed June 28, 2022





500 foot Abutters List Report

Eliot, ME
June 27, 2022

Subject Property:

Parcel Number: 037-019-000
CAMA Number: 037-019-000
Property Address: 7 MACLELLAN LN

Mailing Address: POTIONS LLC
7 MACLELLAN DR
ELIOT, ME 03903

Abutters:

Parcel Number: 036-008-000
CAMA Number: 036-008-000
Property Address: 348 HAROLD L DOW HWY

Mailing Address: FINLEY, GARY D FINLEY, MAUREEN
10 WYMAN AVE
KITTERY, ME 03904

Parcel Number: 036-009-003
CAMA Number: 036-009-003
Property Address: 40 JULIE LN

Mailing Address: LORON LLC
44 RIVERVIEW DR
ELIOT, ME 03903

Parcel Number: 036-010-000
CAMA Number: 036-010-000
Property Address: 335 HAROLD L DOW HWY

Mailing Address: THOMPSON, STEPHEN R
335 HAROLD L DOW HWY
ELIOT, ME 03903-1418

Parcel Number: 036-011-000
CAMA Number: 036-011-000
Property Address: HAROLD L DOW HWY

Mailing Address: PERHAM, CALVIN L
145 PINE GROVE AVE
LYNN, MA 01904-2859

Parcel Number: 036-013-000
CAMA Number: 036-013-000
Property Address: HAROLD L DOW HWY

Mailing Address: TOWN OF ELIOT
1333 STATE ROAD
ELIOT, ME 03903

Parcel Number: 036-014-000
CAMA Number: 036-014-000
Property Address: 37 BRADSTREET LN

Mailing Address: HUNDLEY, THOMAS R HUNDLEY, L
APRIL
37 BRADSTREET LANE
ELIOT, ME 03903

Parcel Number: 037-003-000
CAMA Number: 037-003-000
Property Address: 6 JULIE LN

Mailing Address: CRESTA, RALPH J CRESTA,
KATHERINE A
295 WEST RD
PORTSMOUTH, NH 03801

Parcel Number: 037-004-000
CAMA Number: 037-004-000
Property Address: 14 MACLELLAN LN

Mailing Address: HERITAGE OPERATING LP AMERIGAS
PROPANE LP
C/O THE ALBANO GROUP PO BOX 1240
MANCHESTER, NH 03105

Parcel Number: 037-005-000
CAMA Number: 037-005-000
Property Address: 26 MACLELLAN LN

Mailing Address: BROWN DOG PROPERTIES MAINE LLC
396 BEECH RD
ELIOT, ME 03903

Parcel Number: 037-021-000
CAMA Number: 037-021-000
Property Address: 300 HAROLD L DOW HWY

Mailing Address: SLATE HILL RECYCLING LLC
171 YORK WOODS RD
SOUTH BERWICK, ME 03908



www.cai-tech.com

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



500 foot Abutters List Report

Eliot, ME
June 27, 2022

Parcel Number: 045-001-000
CAMA Number: 045-001-000
Property Address: 9 BRADSTREET LN

Mailing Address: BEDARD, PATRICK S BEDARD, ABBY
COHEN
PO BOX 366
ELIOT, ME 03903

Parcel Number: 045-015-000
CAMA Number: 045-015-000
Property Address: HAROLD L DOW HWY

Mailing Address: TOWN OF ELIOT
1333 STATE RD
ELIOT, ME 03903

Parcel Number: 045-018-000
CAMA Number: 045-018-000
Property Address: 384 HAROLD L DOW HWY

Mailing Address: HENRIE REALTY TRUST MARIE &
MATTHEW GAGNON TRUSTEES
PO BOX 431
TOPSFIELD, MA 01983

Parcel Number: 046-007-000
CAMA Number: 046-007-000
Property Address: 50 MACLELLAN LN

Mailing Address: HISSONG READY-MIX AGGREGATES
LLC
48 YORK ST SUITE 2
KENNEBUNK, ME 04043

Parcel Number: 046-010-000
CAMA Number: 046-010-000
Property Address: MACLELLAN LN

Mailing Address: BROWN DOG PROPERTIES MAINE LLC
396 BEECH RD
ELIOT, ME 03903

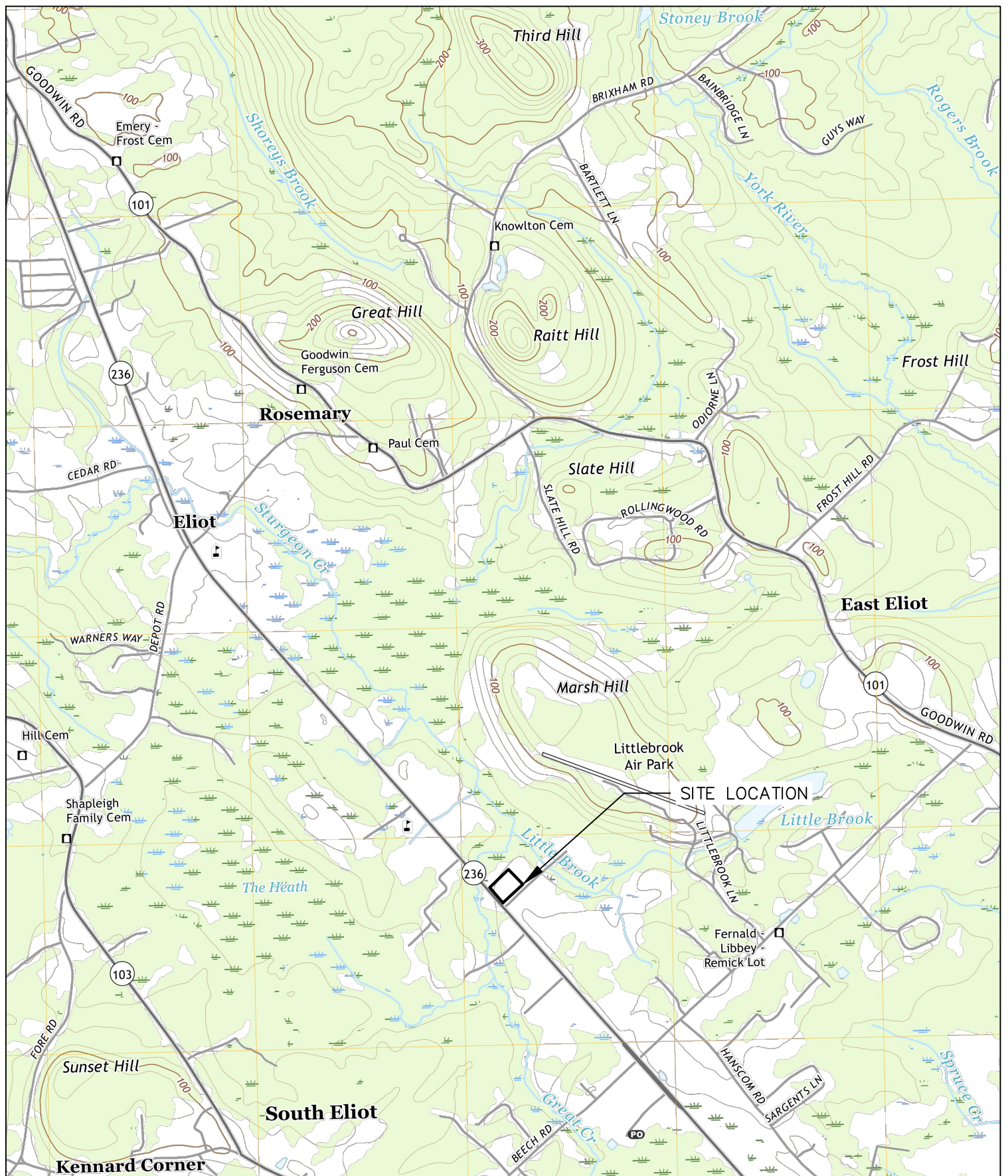



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6/27/2022

Page 2 of 2



<div></div> <div>ATTAR ENGINEERING, INC. CIVIL ♦ STRUCTURAL ♦ MARINE ♦ SURVEYING 1284 STATE ROAD – ELIOT, MAINE 03903 PHONE: (207)439-6023 FAX: (207)439-2128</div>			<div>LOCATION:</div> <div>7 MACLELLAN LANE ELIOT MAINE TAX MAP 37 LOT 19</div>		<div>JAR CANNABIS CO PO BOX 404 STANDISH, MAINE 04084</div>
<div>SCALE: 1" = 2000'</div>	<div>APPROVED BY:</div>	<div>DRAWN BY: WRP</div>	<div>INFORMATION:</div> <div>USGS LOCATION MAP 7.5-MINUTE SERIES DOVER EAST QUADRANGLE</div>		
<div>DATE: 6/28/22</div>		<div>REVISION DATE: - : -</div>			
<div>JOB NO: [C341-22]</div>		<div>FILE: MACLELLAN DRIVE.DWG</div>		<div>SHEET: 1 OF 1</div>	



7 Maclellan Lane

Eliot, ME

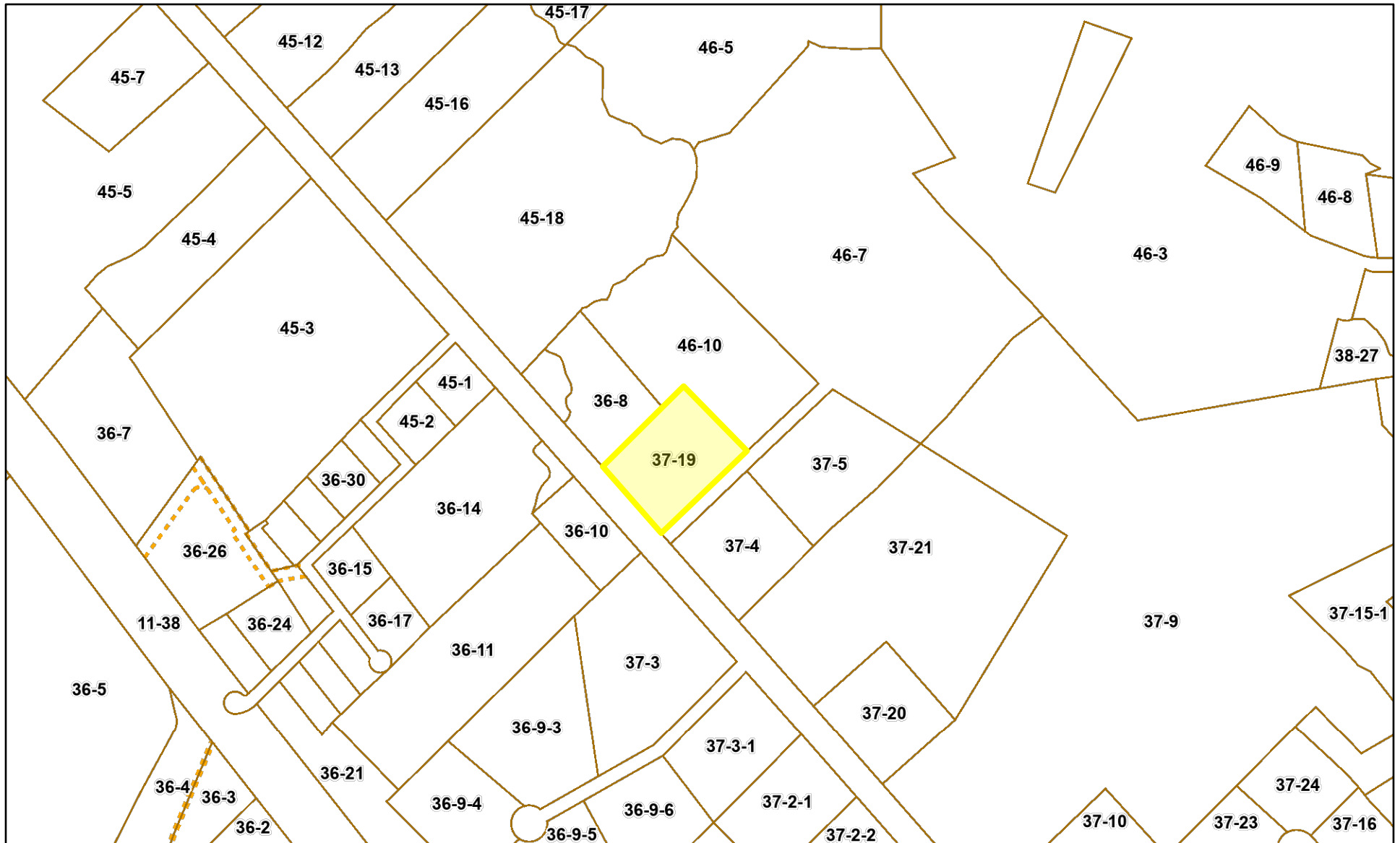


June 27, 2022

1 inch = 500 Feet

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0 500 1000 1500



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

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Dept. Health & Human Services
Div. Environmental Health, 11SHS
(207) 287-2070 Fax: (207) 287-4172

PROPERTY LOCATION

>> CAUTION: LPI APPROVAL REQUIRED <<

City, Town, or Plantation	Eliot
Street or Road	7 Maclellan Lane
Subdivision, Lot #	
OWNER/APPLICANT INFORMATION	
Name (last, first, MI)	Owner Jar Cannabis Co.
Mailing Address of Owner/Applicant	Applicant PO Box 404 Standish, ME 04084
Daytime Tel. #	207 893 8607

Town/City _____ Permit # _____
Date Permit Issued ____/____/____ Fee: \$ _____ Double Fee Charged []

Local Plumbing Inspector Signature _____ L.P.I. # _____
Fee: \$ _____ state min fee \$ _____ Locally adopted fee
Copy: [] Owner [] Town [] State

The Subsurface Wastewater Disposal System shall not be installed until a Permit is issued by the Local Plumbing Inspector. The Permit shall authorize the owner or installer to install the disposal system in accordance with this application and the Maine Subsurface Wastewater Disposal Rules.

Municipal Tax Map # 37 Lot # 19

OWNER OR APPLICANT STATEMENT

I state and acknowledge that the information submitted is correct to the best of my knowledge and understand that any falsification is reason for the Department and/or Local Plumbing Inspector to deny a Permit.

CAUTION: INSPECTION REQUIRED

I have inspected the installation authorized above and found it to be in compliance with the Subsurface Wastewater Disposal Rules Application.
(1st) date approved _____

Signature of Owner or Applicant _____ Date _____

Local Plumbing Inspector Signature _____ (2nd) date approved _____

PERMIT INFORMATION

TYPE OF APPLICATION 1. First Time System 2. Replacement System Type replaced: _____ Year installed: _____ 3. Expanded System a. <25% Expansion b. ≥25% Expansion 4. Experimental System 5. Seasonal Conversion	THIS APPLICATION REQUIRES 1. No Rule Variance 2. First Time System Variance a. Local Plumbing Inspector Approval b. State & Local Plumbing Inspector Approval 3. Replacement System Variance a. Local Plumbing Inspector Approval b. State & Local Plumbing Inspector Approval 4. Minimum Lot Size Variance 5. Seasonal Conversion Permit	DISPOSAL SYSTEM COMPONENTS 1. Complete Non-engineered System 2. Primitive System (graywater & alt. toilet) 3. Alternative Toilet, specify: _____ 4. Non-engineered Treatment Tank (only) 5. Holding Tank, _____ gallons 6. Non-engineered Disposal Field (only) 7. Separated Laundry System 8. Complete Engineered System (2000 gpd or more) 9. Engineered Treatment Tank (only) 10. Engineered Disposal Field (only) 11. Pre-treatment, specify: _____ 12. Miscellaneous Components
SIZE OF PROPERTY 4.63 SQ. FT. ACRES	DISPOSAL SYSTEM TO SERVE 1. Single Family Dwelling Unit, No. of Bedrooms: _____ 2. Multiple Family Dwelling, No. of Units: _____ X 3. Other: <u>manufacturing and retail</u> (specify) Current Use Seasonal Year Round Undeveloped	TYPE OF WATER SUPPLY 1. Drilled Well 2. Dug Well 3. Private 4. Public 5. Other
SHORELAND ZONING Yes No		

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)

TREATMENT TANK 1. Concrete new 750 a. Regular septic tank b. Low Profile plus 250 2. Plastic pump chamber 3. Other: _____ CAPACITY: _____ GAL.	DISPOSAL FIELD TYPE & SIZE 1. Stone Bed 2. Stone Trench 3. Proprietary Device a. cluster array c. Linear b. regular load d. H-20 load 4. Other: 40x50' SIZE: _____ = 2000 sq. ft. lin. ft.	GARBAGE DISPOSAL UNIT 1. No 2. Yes 3. Maybe If Yes or Maybe, specify one below: a. multi-compartment tank b. _____ tanks in series c. increase in tank capacity Text d. Filter on Tank Outlet	DESIGN FLOW 400 gallons per day BASED ON: 1. Table 4A (dwelling unit(s)) 2. Table 4C (other facilities) SHOW CALCULATIONS for other facilities 20 employees @ 12 gpd plus 160 gpd process water 3. Section 4G (meter readings) ATTACH WATER METER DATA
SOIL DATA & DESIGN CLASS PROFILE CONDITION <u>9</u> / <u>D</u> at Observation Hole # <u>103</u> Depth <u>13</u> " of Most Limiting Soil Factor	DISPOSAL FIELD SIZING 1. Medium---2.6 sq. ft. / gpd 2. Medium---Large 3.3 sq. ft. / gpd 3. Large---4.1 sq. ft. / gpd 4. Extra Large---5.0 sq. ft. / gpd	EFFLUENT/EJECTOR PUMP 1. Not Required 2. May Be Required 3. Required Specify only for engineered systems: DOSE: _____ gallons	LATITUDE AND LONGITUDE at center of disposal area Lat. <u>43</u> d <u>8</u> m <u>20</u> s Lon. <u>70</u> d <u>46</u> m <u>4</u> s if g.p.s, state margin of error: _____

SITE EVALUATOR STATEMENT

I certify that on 26 Sep 2022 (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (10-144A CMR 241).

Michael Cunniff

Site Evaluator Signature

SE #

27 September 2022

Date

Site Evaluator Name Printed

Telephone Number

E-mail Address

Note : Changes to or deviations from the design should be confirmed with the Site Evaluator.

Sign and date

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Human Services
Division of Health Engineering
(207) 287-5672 Fax: (207) 287-3165

Town, City, Plantation

Eliot

Street, Road, Subdivision

7 Maclellan Lane

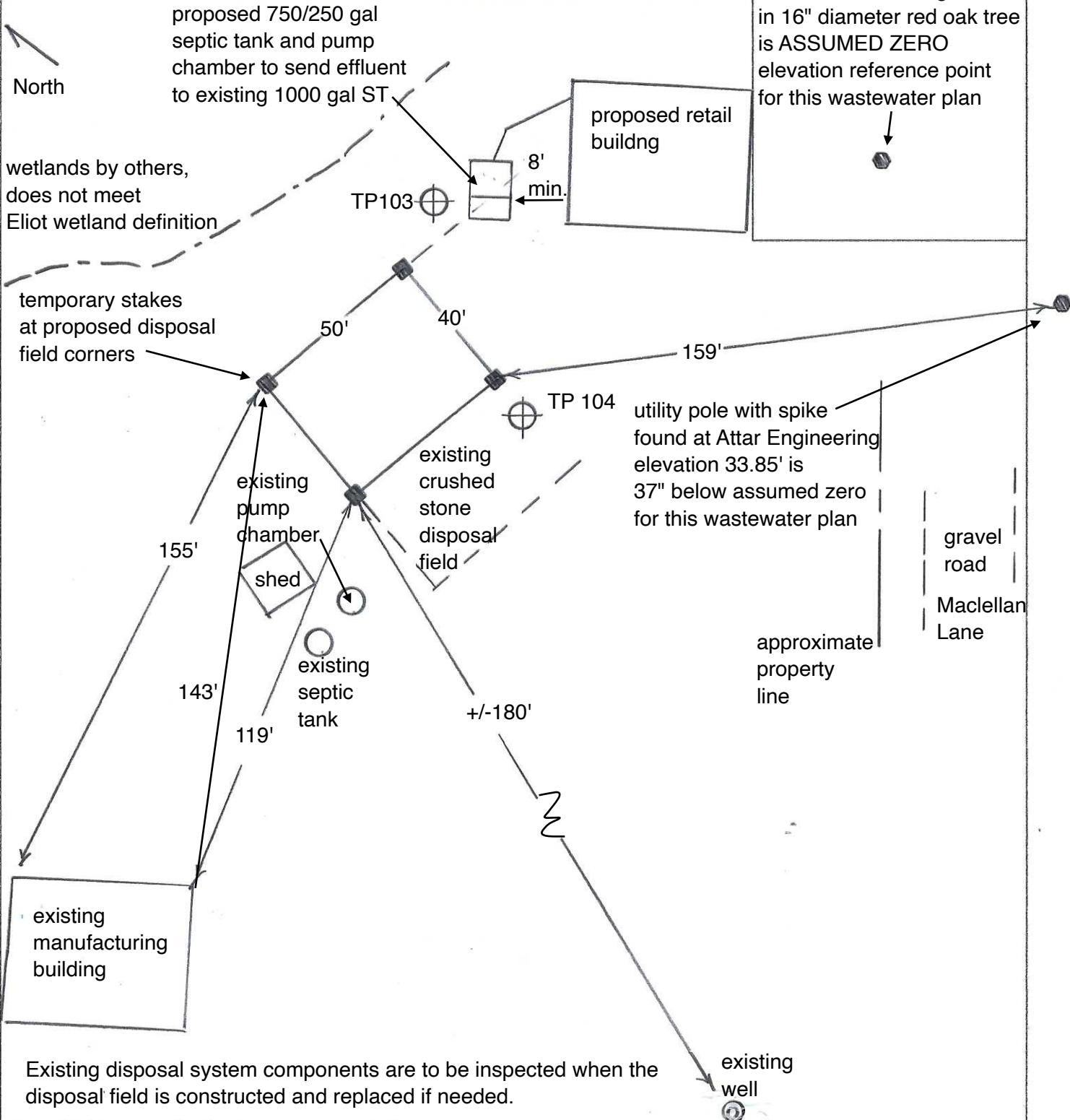
Owner's Name

JAR Cannabis Co.

SITE PLAN

Not To Scale

Nail set 45" above ground
in 16" diameter red oak tree
is ASSUMED ZERO
elevation reference point
for this wastewater plan



Existing disposal system components are to be inspected when the disposal field is constructed and replaced if needed.

Michael Curran

Site Evaluator Signature

211

SE #

27 September 2022

Date

Page 2 of 5
HHE-200 Rev. 8/01

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION		Department of Human Services Division of Health Engineering (207) 287-5672 Fax: (207) 287-3165
Town, City, Plantation Eliot	Street, Road, Subdivision 7 Maclellan Lane	Owner's Name Jar Cannabis Co.

SUBSURFACE WASTEWATER DISPOSAL PLAN	SCALE: 1" = <u>20</u> FT.
--	---------------------------

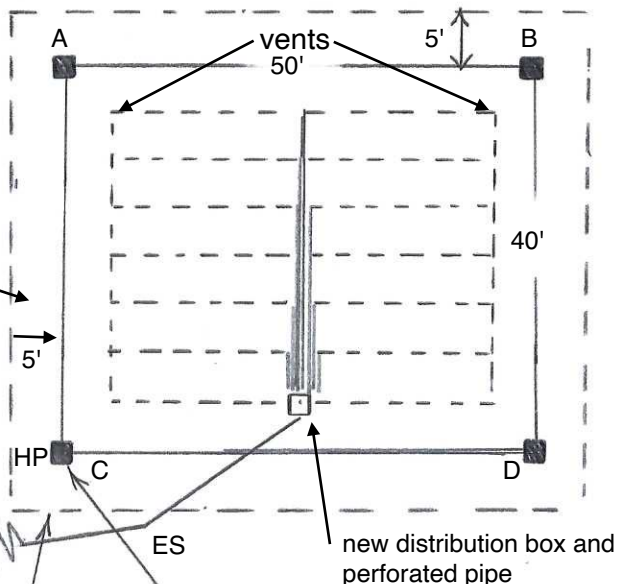
DISPOSAL FIELD MUST BE INSTALLED PER THIS PLAN AND STATE RULES
(SEE ATTACHED SPECIFICATIONS)

Disposal field				
Corner	A	B	C	D
Existing Grade				
Below Nail:	61"	66"	60"	61"
Proposed Fill Above				
Existing Grade:	1"	6"	0"	1"

remove fill within 5 horizontal feet of edge of stone and replace with specified clean sand fill

ABBREVIATIONS

BS	Building Sewer 2% min. slope
CS	Cross Section
DB	Distribution box 14 outlets
ES	Effluent Sewer/force main
HP	High Point
ST	Septic tank
PC	Pump chamber



Intersection of fill slope and existing grade
Temporary stake at corners of 40x50 ft. disposal field

FILL REQUIREMENTS	CONSTRUCTION ELEVATIONS	ELEVATION REFERENCE POINT
Depth of Fill (Upslope) <u>0"</u>	Finished Grade Elevation <u>-60"</u>	Location & Description: See page 2
	Top of Distribution Pipe or Proprietary Device <u>-73"</u>	Reference Elevation: Nail = Zero
Depth of Fill (Downslope) <u>6"</u>	Bottom of Disposal Area <u>-84"</u>	

DISPOSAL AREA CROSS SECTION

Inspect existing crushed stone to determine if suitable for continued use

Scale N/A
Horizontal 1" = ft.
Vertical 1" = ft.

- * PC requires watertight riser to grade at least 24" dia.
- * ES shall drain back to PC after each dose or be frost protected with 2" expanded rigid polystyrene insulation.
- * Location of ST & PC may vary; must be at least 10ft from property line, 10 ft from water line, 8ft from foundation, and 50ft off well.
- * Where septic tank access cover is more than 6" below grade, a watertight riser at least 18" dia. must be provided to within 6" of finish grade.
- * DBox must be frost protected with 2" HD expanded rigid polystyrene insulation. The DBox may be placed at either end of the disposal field.
-
- * Do not work soil when wet.

Michael Cernino

Site Evaluator Signature

211

SE #

27 September 2022

Date

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Department of Human Services
Division of Health Engineering
(207) 287-5672 Fax: (207) 287-3165

Town, City, Plantation
Eliot

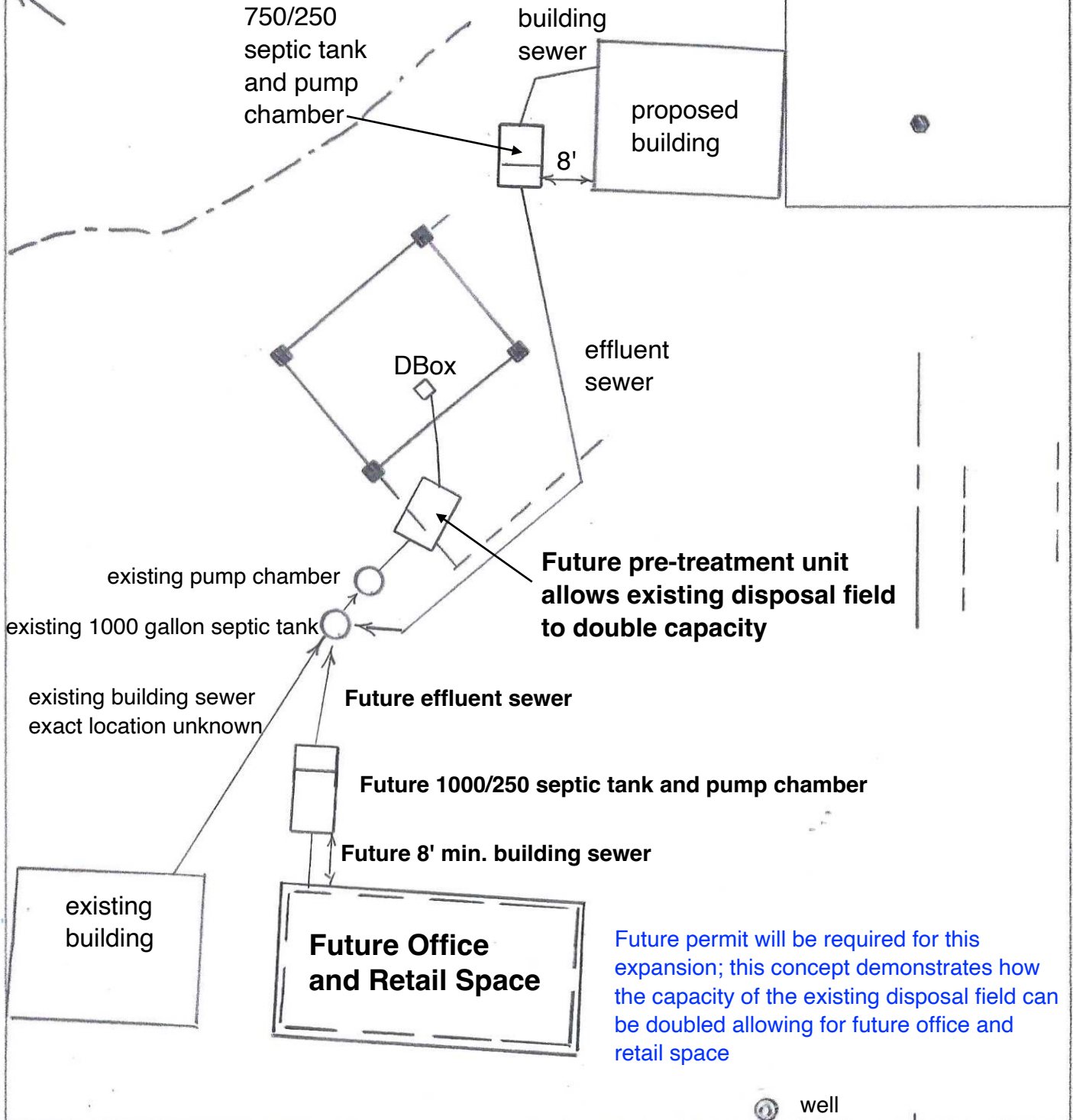
Street, Road, Subdivision
7 Maclellan Lane

Owner's Name
JAR Cannabis Co.

SITE PLAN

Not To Scale

Concept Plan for Future Expansion



Michael C. Brown

Site Evaluator Signature

211

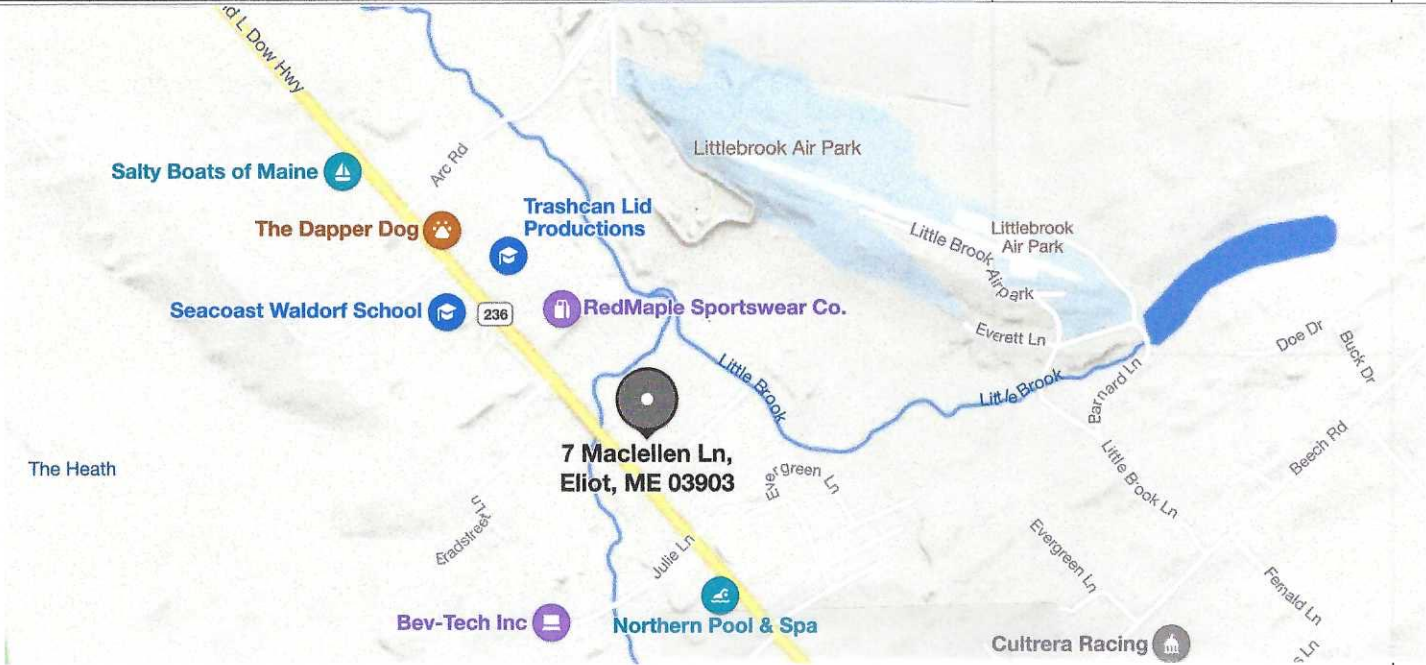
SE #

27 September 2022

Date

HHE-200 Rev. 8/01

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION		Maine Dept. Health & Human Services Division of Environmental Health (207) 287-5672 Fax: (207) 287-3165
Town, City, Plantation Eliot	Street, Road, Subdivision 7 Maclellan Lane	Owner's Name Jar Cannabis Co.
SITE PLAN Scale 1" = NTS ft. or as shown		SITE LOCATION PLAN





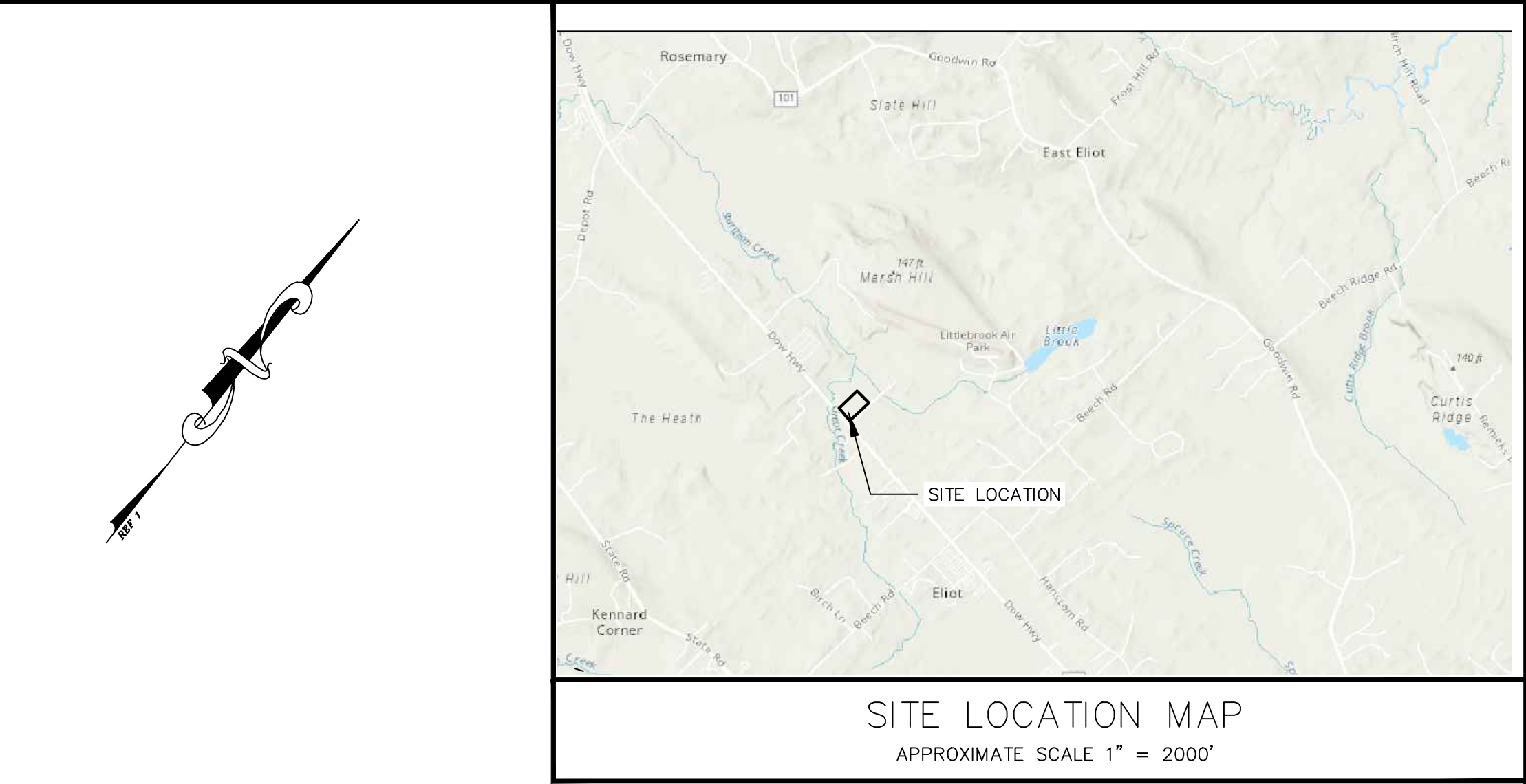
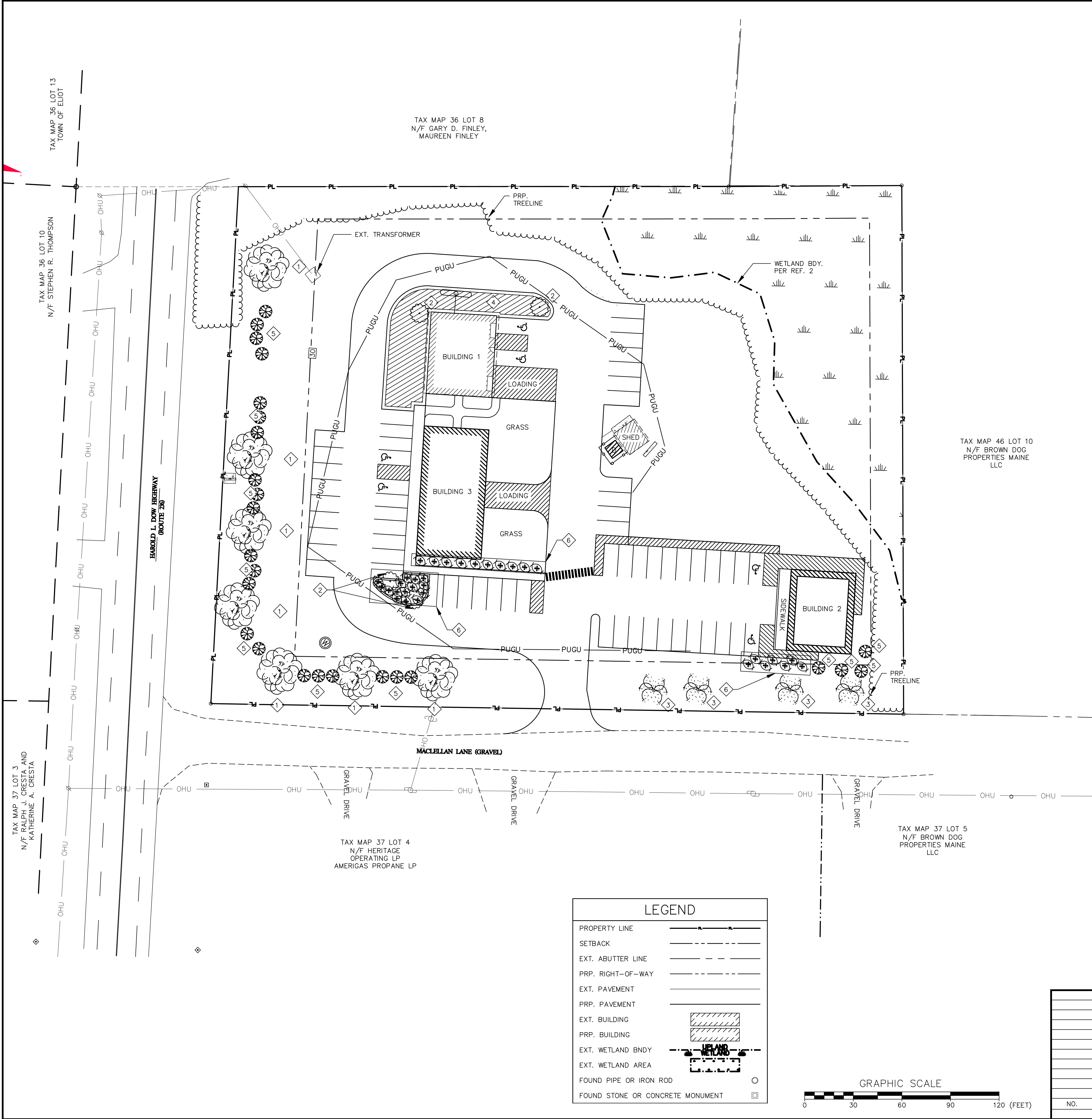
Test pits are under existing disposal field so data from 2004 by Site Evaluator 234, Leonard A. Lord, was used

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)											
Observation Hole <u>103</u> <input checked="" type="checkbox"/> Test Pit <input type="checkbox"/> Boring 2" Depth of Organic Horizon Above Mineral Soil				Observation Hole <u>104</u> <input checked="" type="checkbox"/> Test Pit <input type="checkbox"/> Boring 2" Depth of Organic Horizon Above Mineral Soil							
Depth Below Mineral Soil Surface (inches)	Texture	Consistency	Color	Mottling	Depth Below Mineral Soil Surface (inches)	Texture	Consistency	Color	Mottling		
	0			V.DK.Gy.		0			V.Dk.Gy.		
	10	silt loam	friable	light olive brown		none	10	silt loam	friable	light olive brown	none
	20						20				
	30	silty clay loam	firm	olive		common distinct	30	silty clay loam	firm	olive	common distinct
40					40						
50					50						
Soil Classification 9 D Profile Condition		Slope 3 %	Limiting Factor 13"	<input checked="" type="checkbox"/> Ground Water <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth	Soil Classification 9 D Profile Condition		Slope 3 %	Limiting Factor 13"	<input checked="" type="checkbox"/> Ground Water <input type="checkbox"/> Restrictive Layer <input type="checkbox"/> Bedrock <input type="checkbox"/> Pit Depth		



- THIS PLAN PROVIDES A SITE PLAN IN ADDITION TO THE PROPERTY LOCATED AT 7 MACLELLAN LANE, ELIOT, MAINE. THE PROPOSED AMENDMENT INCLUDES AN ADDING AN ADULT USE MARIJUANA RETAIL STORE, A MEDICAL MARIJUANA CAREGIVER RETAIL STORE AND GENERAL OFFICE SPACE WITHIN A NEW BUILDING IDENTIFIED ON THE PLAN AS BUILDING 2 AND ADDING GENERAL OFFICE SPACE AND GENERAL RETAIL SPACE WITHIN A NEW BUILDING IDENTIFIED ON THE PLAN AS BUILDING 3. THE EXISTING MARIJUANA MANUFACTURING USE SHALL REMAIN WITHIN BUILDING 1. THE IMPROVEMENTS DEPICTED ON THIS SHEET ARE TO BE KNOWN AS PHASE 3 OF THIS SITE'S DEVELOPMENT.
- THE EXISTING MARIJUANA MANUFACTURING USE WITHIN BUILDING 1 WAS PREVIOUSLY APPROVED BY THE ELIOT PLANNING BOARD IN 2021 (REFERENCE 2). NO CHANGES TO THIS USE ARE PROPOSED.
2. BOUNDARY LINES, EXISTING CONDITIONS, ZONING BOUNDARIES AND TOPOGRAPHY WERE PROVIDED BY REFERENCES 1 AND 2.
3. THE SITE IS IDENTIFIED ON TOWN OF ELIOT TAX MAP 37 AS LOT 19 AND IS APPROXIMATELY 3.09 ACRES IN AREA. THE PARCEL IS LOCATED IN THE COMMERCIAL/INDUSTRIAL (C/I) DISTRICT AND PARTIALLY IN THE RESOURCE PROTECTION AND LIMITED COMMERCIAL SHORELAND OVERLAY DISTRICTS.
4. DIMENSIONAL REQUIREMENTS
COMMERCIAL/INDUSTRIAL (C/I) DISTRICT
- | | |
|-------------------------|---------|
| MINIMUM LOT SIZE | 3 ACRES |
| FRONT YARD SETBACK | 50 FEET |
| SIDE YARD SETBACK | 20 FEET |
| REAR YARD SETBACK | 20 FEET |
| MAXIMUM BUILDING HEIGHT | 55 FEET |
| MAXIMUM LOT COVERAGE | 50% |
5. COVERAGE CALCULATIONS:
- | | | |
|---------------------------------------|--------------|-----------------------------|
| TOTAL LOT SIZE: | 134,859 S.F. | |
| EXISTING BUILDING COVERAGE: | 2,000 S.F. | = 1.4% LOT COVERAGE |
| EXISTING IMPERVIOUS SURFACE COVERAGE: | 28,032 S.F. | = 20.8% IMPERVIOUS COVERAGE |
| PHASE 2 BUILDING COVERAGE: | 4,000 S.F. | = 3.0% LOT COVERAGE |
| PHASE 2 IMPERVIOUS SURFACE COVERAGE: | 41,062 S.F. | = 30.4% LOT COVERAGE |
| PHASE 3 BUILDING COVERAGE: | 7,200 S.F. | = 5.3% LOT COVERAGE |
| PHASE 3 IMPERVIOUS SURFACE COVERAGE: | 45,267 S.F. | = 33.6% LOT COVERAGE |
6. WATER SERVICE SHALL BE PROVIDED BY AN EXISTING, INDIVIDUAL, PRIVATE, DRILLED WELL. SEWER SERVICE SHALL BE PROVIDED BY A NEW, PRIVATE, ON-SITE, SUBSURFACE WASTEWATER DISPOSAL SYSTEM (SSWDS) OR PART OF THE EXISTING SSWDS, PER THE REQUIREMENTS OF AN HHE-200 FORM PREPARED BY MICHAEL CUOMO.
7. PHASE 3 PARKING CALCS:
- BUILDING 1 (2,000 SQ. FT. MANUFACTURING): (1 SPACE / EMPLOYEE) X 7 EMPLOYEES
= 7 SPACES
- BUILDING 2 (4,000 SQ. FT.) BREAKDOWN:
- RETAIL (ADULT USE MARIJUANA STORE): (1 SPACE / 100 SQ. FT.) X 1,000 SQ. FT.
= 10 SPACES
- RETAIL (MEDICAL MARIJUANA RETAIL): (1 SPACE / 150 SQ. FT.) X 1,000 SQ. FT.
= 7 SPACES
- OFFICE: (1 SPACE / 200 SQ. FT.) X 2,000 SQ. FT.
= 10 SPACES
- BUILDING 3 (3,200 SQ. FT.) BREAKDOWN:
- RETAIL: (1 SPACE / 150 SQ. FT.) X 1,600 SQ. FT.
= 11 SPACES
- OFFICE: (1 SPACE / 200 SQ. FT.) X 1,600 SQ. FT.
= 8 SPACES
- TOTAL SPACES = 53 REQUIRED WITH 62 PROVIDED (3 ADA)
8. SECURITY CAMERAS MUST BE PERMANENTLY FIXED AT THE FOLLOWING LOCATIONS IN THE ESTABLISHMENT:
1. ALL EXIT/ENTRY POINTS (SUFFICIENT TO IDENTIFY INDIVIDUALS ENTERING AND EXITING THE PREMISES AND LIMITED ACCESS AREAS).
2. EACH POINT OF SALE A SUFFICIENT NUMBER OF CAMERAS MUST BE PERMANENTLY FIXED TO ALLOW VIEWING OF THE FOLLOWING:
1. ANY AREA WHERE MARIJUANA, MARIJUANA PLANTS, IMMATURE MARIJUANA PLANTS, SEEDLINGS, SEEDS, MARIJUANA CONCENTRATE OR MARIJUANA PRODUCTS ARE CULTIVATED, PROCESSED, MANUFACTURED, STORED, AND/OR PREPARED FOR TRANSFER OR SALE (THE AREA MUST BE VIEWED IN ITS ENTIRETY).
2. ANY AREA WHERE MARIJUANA WASTE IS STORED.
3. ALL AREAS OF THE PREMISES WITHIN 10 FEET OF THE EXTERIOR FENCE AND GATES OF A CULTIVATION FACILITY WITH OUTDOOR GROWING.
3. THE SURVEILLANCE SYSTEM STORAGE DEVICE MUST BE SECURED ON THE PREMISES IN A LOCKBOX, CABINET OR CLOSET, OR MUST BE ON A THIRD-PARTY SERVER OR SECURED IN ANOTHER MANNER TO PROTECT FROM EMPLOYEE TAMPERING OR CRIMINAL THEFT.
4. ALL SURVEILLANCE RECORDINGS MUST BE KEPT FOR A MINIMUM OF 45 DAYS ON THE LICENSEE'S RECORDING DEVICE.
9. ALL EXTERIOR DOORS TO BE LOCKED WITH CARD ACCESS FOR EMPLOYEES. KEY CARD AND KEYS WILL BE PROVIDED FOR EMERGENCY PERSONNEL IN KNOX-BOX AT FRONT OF BUILDING.
10. FACILITY WASTE PRODUCTS TO BE PLACED IN DUMPSTER SHOWN ON SITE PLAN. ANY PLANT MATERIAL TO BE GROUND UP INTO A COMPOSTABLE FORM AND DISPOSED OF AS SUCH. OTHER WASTE TO BE PACKAGING MATERIAL AND STANDARD FARM DEBRIS. DUMPSTER WILL BE FENCED IN AND MONITORED BY SECURITY CAMERAS.
11. A STORE OPERATING PLAN AND WASTE MANAGEMENT PLAN FOR THE MARIJUANA BUSINESSES IN BUILDING 2 HAVE BEEN PROVIDED AS PART OF THE SITE PLAN APPLICATION.

ATTACHMENT:		TAX MAP 37, LOT 19		PHASE 3 PLAN SITE PLAN AMENDMENT 7 MACLELLAN LANE, ELIOT, MAINE	
				FOR: JAR CANNABIS CO PO BOX 404 STANDISH, MAINE, 04084	
				 ATTAR ENGINEERING, INC. CIVIL ♦ STRUCTURAL ♦ MARINE ♦ SURVEYING 1284 STATE ROAD - ELIOT, MAINE 03903 PHONE: (207)439-6023 FAX: (207)439-2128	
				SCALE: 1" = 30' DATE: 9/28/2022 JOB NO: C341-22 FILE: MACLELLAN DRIVE.DWG	
				APPROVED BY: _____ DRAWN BY: WRP REVISION DATE: - : - SHEET: 3 OF 8	
NO.	DESCRIPTION	DATE			
	REVISIONS				



LANDSCAPE SCHEDULE			
I.D. No.	ITEM	SIZE	QTY
1	ACER RUBROM	2-2.5" CAL	7
2	RED MAPLE "OCTOBER GLORY"	2-2.5" CAL	4
3	CRATAEGUS VIRIDIS	2-2.5" CAL	4
4	"WINTER KING"	2" CAL	4
5	QUERCUS PALUSTRIS	2" CAL	4
6	PIN OAK	2" CAL	4
7	SCHIZACHYRIUM SCORPARIUM	#1 GALLON	18" OC
8	"THE BLUES" GRASS		
9	VIBURNUM DILATATUM	3-4' HT.	25
10	"ASIAN BEAUTY"		
11	BAPTISIA AUSTRALIS	#1 GALLON	32
12	BLUE FALSE INDIGO		

REFERENCES

- "STANDARD BOUNDARY AND TOPOGRAPHIC SURVEY TAX MAP 37, LOT 9" FOR BLAKE DUBIN. PREPARED BY AMBIT ENGINEERING INC., PORTSMOUTH, NH. DATED JANUARY 2020, REVISION 1 DATED 11/23/20
- "SITE LAYOUT PLAN, SITE DEVELOPMENT, 7 MACLELLAN LANE, ELIOT, MAINE", FOR BLAKE DUBIN, PREPARED BY AMBIT ENGINEERING INC. PORTSMOUTH, NH. DATED JANUARY 2020, REVISED FEBRUARY 09, 2021.

TAX MAP 37, LOT 19

STATE OF MAINE
LEWIS CHAMBERLAIN
No. 8762
LICENSED PROFESSIONAL LANDSCAPE ARCHITECT

NO.

DESCRIPTION

DATE

LANDSCAPING PLAN
SITE PLAN AMENDMENT
7 MACLELLAN LANE, ELIOT, MAINE

FOR:

JAR CANNABIS CO
PO BOX 404
STANDISH, MAINE, 04084

ATTAR ENGINEERING, INC.

CIVIL ♦ STRUCTURAL ♦ MARINE ♦ SURVEYING
1284 STATE ROAD - ELIOT, MAINE 03903
PHONE: (207)439-6023 FAX: (207)439-2128

SCALE:
1" = 30'
DATE:
9/28/2022

APPROVED BY:

DRAWN BY:
WRP
REVISION DATE:
- : -

JOB NO: C341-22FILE: MACLELLAN DRIVE.DWG

SHEET: 5 OF 8

EROSION & SEDIMENTATION CONTROL NOTES

1. SEDIMENT BARRIERS SHALL BE INSTALLED PARALLEL TO CONTOURS DOWNSLOPE OF ALL STRIPPING OR CONSTRUCTION OPERATIONS, PRIOR TO THE START OF CONSTRUCTION. A DOUBLE SILT FENCE BARRIER SHALL BE INSTALLED DOWNSLOPE OF ANY SOIL MATERIAL STOCKPILES (STORMWATER SHALL BE PREVENTED FROM DRAINING TOWARD STOCKPILES). SILT FENCES SHALL BE INSPECTED AFTER EACH RAIN EVENT AND DAILY DURING PROLONGED RAIN. SILT AND SOIL PARTICLES ACCUMULATING BEHIND THE FENCE SHALL BE REMOVED AFTER EACH SIGNIFICANT RAIN EVENT AND IN NO INSTANCE SHOULD ACCUMULATION EXCEED 1/2 THE HEIGHT OF THE FENCE. TORN OR DAMAGED AREAS SHALL BE REPAIRED.
2. TEMPORARY AND PERMANENT VEGETATION AND MULCHING IS AN INTEGRAL COMPONENT OF THE EROSION AND SEDIMENTATION CONTROL PLAN. ALL AREAS SHALL BE INSPECTED AND MAINTAINED UNTIL THE DESIRED VEGETATIVE COVER IS ESTABLISHED. THESE CONTROL MEASURES ARE ESSENTIAL TO EROSION PREVENTION AND ALSO REDUCE COSTLY REWORK OF GRADED AND SHAPED AREAS. THE MAXIMUM AREA THAT CAN BE EXPOSED, AND NOT TEMPORARILY OR PERMANENTLY STABILIZED, AT ONE TIME SHALL BE LIMITED TO 10 ACRES.
3. SEEDING, FERTILIZER AND LIME RATES AND TIME OF APPLICATION WILL BE DEPENDENT ON SOIL REQUIREMENTS. TEMPORARY VEGETATION SHALL BE MAINTAINED IN THESE AREAS UNTIL PERMANENT SEEDING IS APPLIED. ADDITIONALLY, EROSION AND SEDIMENTATION MEASURES SHALL BE MAINTAINED UNTIL PERMANENT VEGETATION IS ESTABLISHED.
4. ALL LAWN AREA, OUTER POND SIDE SLOPES AND SWALES SHALL BE PERMANENTLY SEEDED WITH THE FOLLOWING MIXTURE: 20 LB/ACRE CREEPING RED FESCUE, 2 LB/ACRE REDTOP AND 20 LB/ACRE TALL FESCUE FOR A TOTAL OF 42 LB/ACRE. FERTILIZER AND LIME RATES SHALL BE DEPENDENT ON SOIL TESTING. IN THE ABSENCE OF SOIL TESTS, FERTILIZE WITH 10-20-20 (N-P205-K20I) AT 800 LB/ACRE AND LIME AT 3 TONS/ACRE. MULCH WITH HAY AT 70-90 LB/1000 S.F. 4" OF LOAM SHALL BE APPLIED PRIOR TO SEEDING.
5. POND BOTTOMS AND INNER POND SIDESLOPES SHALL BE PERMANENTLY SEEDED WITH THE FOLLOWING MIXTURE: 20 LB/ACRE CREEPING RED FESCUE, 8 LB/ACRE BIRDSFOOT TREFOIL AND 20 LB/ACRE TALL FESCUE FOR A TOTAL OF 48 LB/ACRE. SEE THE ABOVE NOTE FOR FERTILIZER, LIME AND MULCHING RATES.
6. TEMPORARY VEGETATION OF ALL DISTURBED AREAS, MATERIAL STOCKPILES AND OTHER SUCH AREAS SHALL BE ESTABLISHED BY SEEDING WITH EITHER WINTER RYE AT A RATE OF 112 LB/ACRE OR ANNUAL RYEGRASS AT A RATE OF 40 LB/ACRE. WINTER RYE SHALL BE USED FOR FALL SEEDING AND ANNUAL RYEGRASS FOR SHORT DURATION SEEDING. SEEDING SHALL BE ACCOMPLISHED BEFORE OCTOBER 1. TEMPORARY STABILIZATION WITH MULCH OF DISTURBED AREAS SHALL TAKE PLACE WITHIN 7 DAYS OF THE CESSATION OF CONSTRUCTION ACTIVITIES IN AN AREA THAT WILL NOT BE WORKED FOR MORE THAN 7 DAYS. AREAS WITHIN 75 FEET OF A WETLAND OR WATERBODY SHALL BE TEMPORARILY STABILIZED WITH MULCH WITHIN 48 HOURS OF THE INITIAL DISTURBANCE OR PRIOR TO ANY STORM EVENT, WHICHEVER COMES FIRST.
7. TEMPORARY SEEDING OF DISTURBED AREAS SHALL BE ACCOMPLISHED BEFORE OCTOBER 1. PERMANENT SEEDING SHALL BE ACCOMPLISHED BEFORE SEPTEMBER 15.
8. ALL SEEDED AREAS SHALL BE MULCHED WITH HAY AT A RATE OF 2 BALES (70-90 LB) PER 1000 S.F. OF SEEDED AREA.
9. ALL DISTURBED AREAS ON THE SITE SHALL BE PERMANENTLY STABILIZED WITHIN 7 DAYS OF FINAL GRADING OR TEMPORARILY STABILIZED PER E&S NOTE 6. PERMANENT STABILIZATION MEANS 90% COVER WITH MATURE, HEALTHY PLANTS FOR PLANTED AREAS AND FOR SODDED AREAS, COMPLETE BINDING OF SOD ROOTS INTO THE UNDERLYING SOIL WITH NO SLUMPING OF THE SOD OR DIE-OFF.
10. A STABILIZED CONSTRUCTION ENTRANCE SHALL BE INSTALLED AT ALL ACCESSES TO PUBLIC ROADS (SEE PLAN). TEMPORARY CULVERTS SHALL BE PROVIDED AS REQUIRED.
11. SLOPES BETWEEN 3H:1V AND 2H:1V SHALL BE TREATED WITH POLYJUTE OPEN WEAVE GEOTEXTILE (OR EQUIVALENT) AFTER SEEDING. JUTE MATS SHALL BE ANCHORED PER MANUFACTURER'S SPECIFICATIONS. SLOPES 2H:1V TO SLOPES AS STEEP AS 1.5H:1V SHALL BE TREATED WITH RIP RAP AS DEPICTED ON THE PLANS/DETAILS. SLOPES STEEPER THAN 1.5H:1V ARE PROHIBITED.
12. EXCESSIVE DUST CAUSED BY CONSTRUCTION OPERATIONS SHALL BE CONTROLLED BY APPLICATION OF WATER OR CALCIUM CHLORIDE.
13. THE CONTRACTOR MAY OPT TO USE EROSION CONTROL MIX BERM AS A SEDIMENT BARRIER IN LIEU OF SILTATION FENCE OR HAY BALE BARRIERS WITH APPROVAL FROM THE INSPECTING ENGINEER.
14. TEMPORARY E&S CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS OF PERMANENT STABILIZATION. ACCUMULATED SEDIMENTS SHALL BE REMOVED AND THE AREA STABILIZED.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE HOUSEKEEPING PRACTICES DURING THE CONSTRUCTION OF THE PROJECT. THESE STANDARDS CAN BE FOUND IN THE FOLLOWING DOCUMENT: MDEP CHAPTER 500 (STORMWATER MANAGEMENT), APPENDIX C. HOUSEKEEPING. HOUSEKEEPING PRACTICES INCLUDE, BUT ARE NOT LIMITED TO, SPILL PREVENTION, GROUNDWATER PROTECTION, FUGITIVE SEDIMENT AND DUST, DEBRIS AND OTHER MATERIALS, EXCAVATION DEWATERING, AUTHORIZED NON-STORMWATER DISCHARGES (SEE NOTE 18) AND UNAUTHORIZED NON-STORMWATER DISCHARGES (SEE NOTE 19). ANY SPILL OR RELEASE OF HAZARDOUS SUBSTANCES MUST BE REPORTED TO THE MDEP; FOR OIL SPILLS, CALL 1-800-482-0777; FOR SPILLS OF TOXIC OR HAZARDOUS MATERIAL, CALL 1-800-452-4664.
16. WHENEVER PRACTICABLE, NO DISTURBANCE ACTIVITIES SHOULD TAKE PLACE WITHIN 50 FEET OF ANY PROTECTED NATURAL RESOURCE. IF DISTURBANCE ACTIVITIES TAKE PLACE BETWEEN 30 FEET AND 50 FEET OF ANY PROTECTED NATURAL RESOURCE, AND STORMWATER DISCHARGES THROUGH THE DISTURBED AREAS TOWARD THE PROTECTED NATURAL RESOURCE, PERIMETER EROSION CONTROLS MUST BE DOUBLED. IF DISTURBANCE ACTIVITIES TAKE PLACE LESS THAN 30 FEET FROM ANY PROTECTED NATURAL RESOURCE, AND STORMWATER DISCHARGES THROUGH THE DISTURBED AREAS TOWARD THE PROTECTED NATURAL RESOURCE, PERIMETER EROSION CONTROLS MUST BE DOUBLED AND DISTURBED AREAS MUST BE TEMPORARILY OR PERMANENTLY STABILIZED WITHIN 7 DAYS.

EROSION & SED. CONTROL NOTES (CONT.)

1. AUTHORIZED NON-STORMWATER DISCHARGES. IDENTIFY AND PREVENT CONTAMINATION BY NONSTORMWATER DISCHARGES. WHERE ALLOWED NON-STORMWATER DISCHARGES EXIST, THEY MUST BE IDENTIFIED AND STEPS SHOULD BE TAKEN TO ENSURE THE IMPLEMENTATION OF APPROPRIATE POLLUTION PREVENTION MEASURES FOR THE NON-STORMWATER COMPONENT(S) OF THE DISCHARGE. AUTHORIZED NONSTORMWATER DISCHARGES ARE:
- (A) DISCHARGES FROM FIREFIGHTING ACTIVITY;
- (B) FIRE HYDRANT FLUSHINGS;
- (C) VEHICLE WASHWATER IF DETERGENTS ARE NOT USED AND WASHING IS LIMITED TO THE EXTERIOR OF VEHICLES (ENGINE, UNDERCARRIAGE AND TRANSMISSION WASHING IS PROHIBITED);
- (D) DUST CONTROL RUNOFF IN ACCORDANCE WITH PERMIT CONDITIONS AND APPENDIX C(3);
- (E) ROUTINE EXTERNAL BUILDING WASHDOWN, NOT INCLUDING SURFACE PAINT REMOVAL, THAT DOES NOT INVOLVE DETERGENTS;
- (F) PAVEMENT WASHWATER (WHERE SPILLS/LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE NOT OCCURRED, UNLESS ALL SPILLED MATERIAL HAD BEEN REMOVED) IF DETERGENTS ARE NOT USED;
- (G) UNCONTAMINATED AIR CONDITIONING OR COMPRESSOR CONDENSATE;
- (H) UNCONTAMINATED GROUNDWATER OR SPRING WATER;
- (I) FOUNDATION OR FOOTER DRAIN-WATER WHERE FLOWS ARE NOT CONTAMINATED;
- (J) UNCONTAMINATED EXCAVATION DEWATERING (SEE REQUIREMENTS IN APPENDIX C(5));
- (K) POTABLE WATER SOURCES INCLUDING WATERLINE FLUSHINGS;
- (L) LANDSCAPE IRRIGATION.
2. UNAUTHORIZED NON-STORMWATER DISCHARGES. THE DEPARTMENT'S APPROVAL UNDER THIS CHAPTER DOES NOT AUTHORIZE A DISCHARGE THAT IS MIXED WITH A SOURCE OF NONSTORMWATER, OTHER THAN THOSE DISCHARGES IN COMPLIANCE WITH APPENDIX C(6). SPECIFICALLY, THE DEPARTMENT'S APPROVAL DOES NOT AUTHORIZE DISCHARGES OF THE FOLLOWING:
- (A) WASTEWATER FROM THE WASHOUT OR CLEANOUT OF CONCRETE, STUCCO, PAINT, FORM RELEASE OILS, CURING COMPOUNDS OR OTHER CONSTRUCTION MATERIALS;
- (B) FUELS, OILS OR OTHER POLLUTANTS USED IN VEHICLE AND EQUIPMENT OPERATION AND MAINTENANCE;
- (C) SOAPS, SOLVENTS, OR DETERGENTS USED IN VEHICLE AND EQUIPMENT WASHING; AND
- (D) TOXIC OR HAZARDOUS SUBSTANCES FROM A SPILL OR OTHER RELEASE.

E&S INSPECTION/MAINTENANCE DURING CONSTRUCTION

THE SITE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:

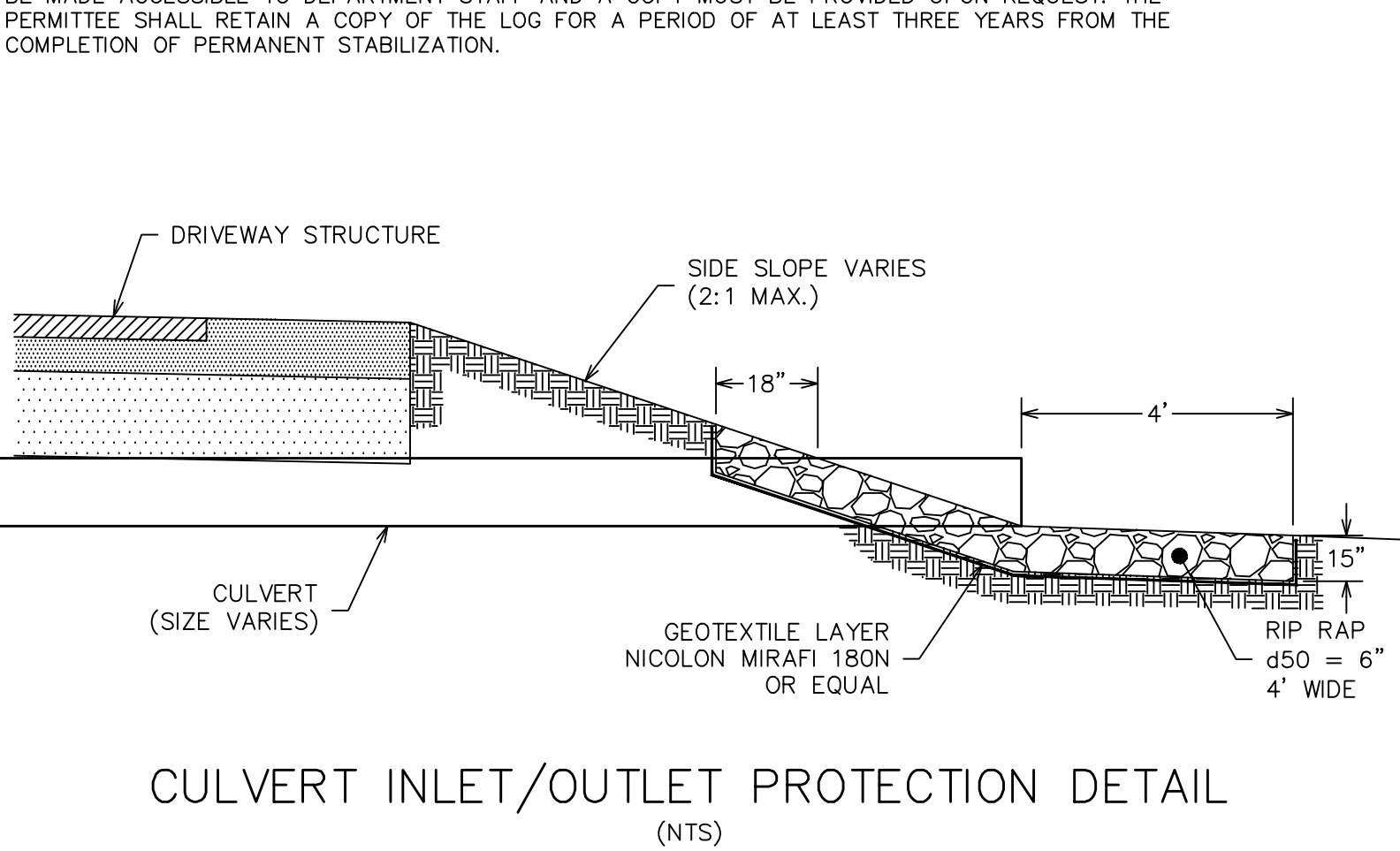
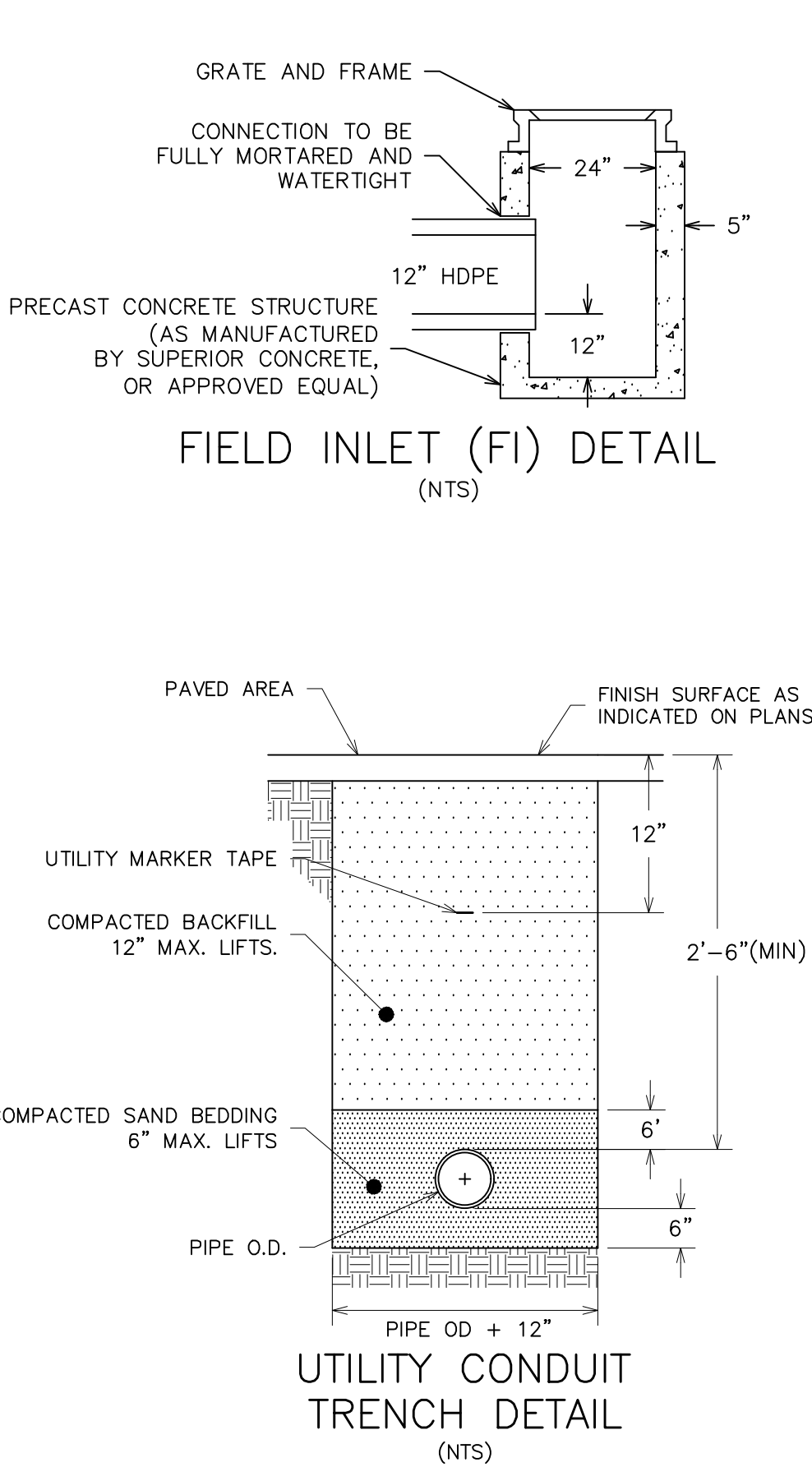
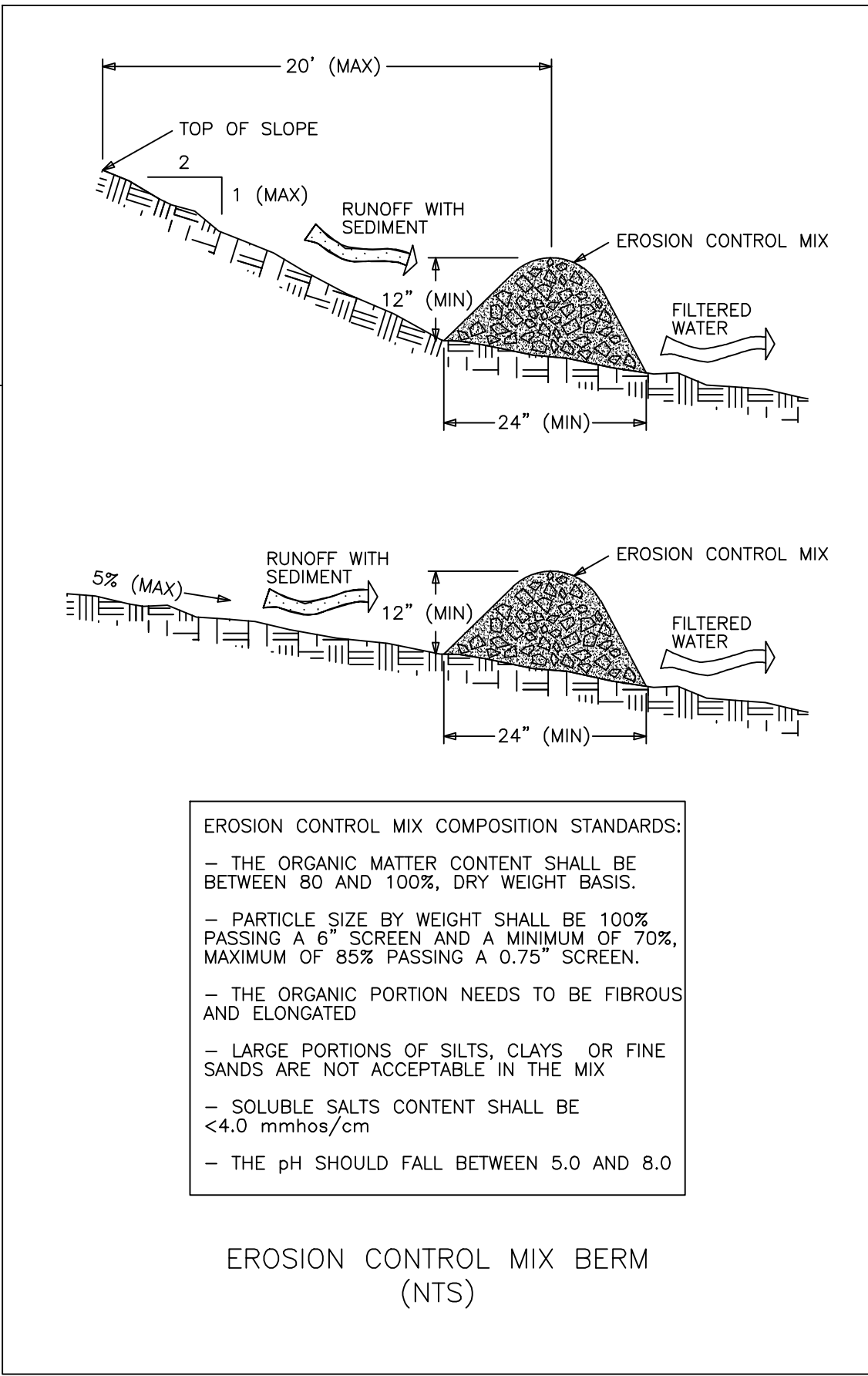
- A. **INSPECTION AND CORRECTIVE ACTION.** INSPECT DISTURBED AND IMPERVIOUS AREAS, EROSION CONTROL MEASURES, MATERIALS STORAGE AREAS THAT ARE EXPOSED TO PRECIPITATION, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE. INSPECT THESE AREAS AT LEAST ONCE A WEEK AS WELL AS BEFORE AND WITHIN 24 HOURS AFTER A STORM EVENT OF MORE THAN 0.5" IN A CONSECUTIVE 24 HOUR PERIOD, AND PRIOR TO COMPLETING PERMANENT STABILIZATION MEASURES. A PERSON WITH KNOWLEDGE OF EROSION AND STORMWATER CONTROL, INCLUDING THE STANDARDS AND CONDITIONS IN THE PERMIT, SHALL CONDUCT THE INSPECTIONS.
- B. **MAINTENANCE.** IF BEST MANAGEMENT PRACTICES (BMPs) NEED TO BE REPAIRED, THE REPAIR WORK SHOULD BE INITIATE UPON DISCOVERY OF THE PROBLEM BUT NO LATER THAN THE END OF THE NEXT WORKDAY. IF ADDITIONAL BMPs OR SIGNIFICANT REPAIR OF BMPs ARE NECESSARY, IMPLEMENTATION MUST BE COMPLETED WITHIN 7 CALENDAR DAYS AND PRIOR TO ANY STORM EVENT (RAINFALL). ALL MEASURES MUST BE MAINTAINED IN EFFECTIVE OPERATING CONDITION UNTIL AREAS ARE PERMANENTLY STABILIZED.
- C. **DOCUMENTATION.** KEEP A LOG (REPORT) SUMMARIZING THE INSPECTIONS AND ANY CORRECTIVE ACTION TAKEN. THE LOG MUST INCLUDE THE NAME(S) AND QUALIFICATIONS OF THE PERSON MAKING THE INSPECTIONS, THE DATE(S) OF THE INSPECTIONS, AND MAJOR OBSERVATIONS ABOUT THE OPERATION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS, MATERIALS STORAGE AREAS, AND VEHICLES ACCESS POINTS TO THE PARCEL. MAJOR OBSERVATIONS MUST INCLUDE BMPs THAT NEED MAINTENANCE, BMPs THAT FAILED TO OPERATE AS DESIGNED OR PROVED INADEQUATE FOR A PARTICULAR LOCATION, AND LOCATION(S) WHERE ADDITIONAL BMPs ARE NEEDED. FOR EACH BMP REQUIRING MAINTENANCE, BMP NEEDING REPLACEMENT, AND LOCATION NEEDING ADDITIONAL BMPs, NOTE IN THE LOG THE CORRECTIVE ACTION TAKEN AND WHEN IT WAS TAKEN. THE LOG MUST BE MADE ACCESSIBLE TO DEPARTMENT STAFF AND A COPY MUST BE PROVIDED UPON REQUEST. THE PERMITTEE SHALL RETAIN A COPY OF THE LOG FOR A PERIOD OF AT LEAST THREE YEARS FROM THE COMPLETION OF PERMANENT STABILIZATION.

PAVEMENT SECTION CONSTRUCTION NOTES

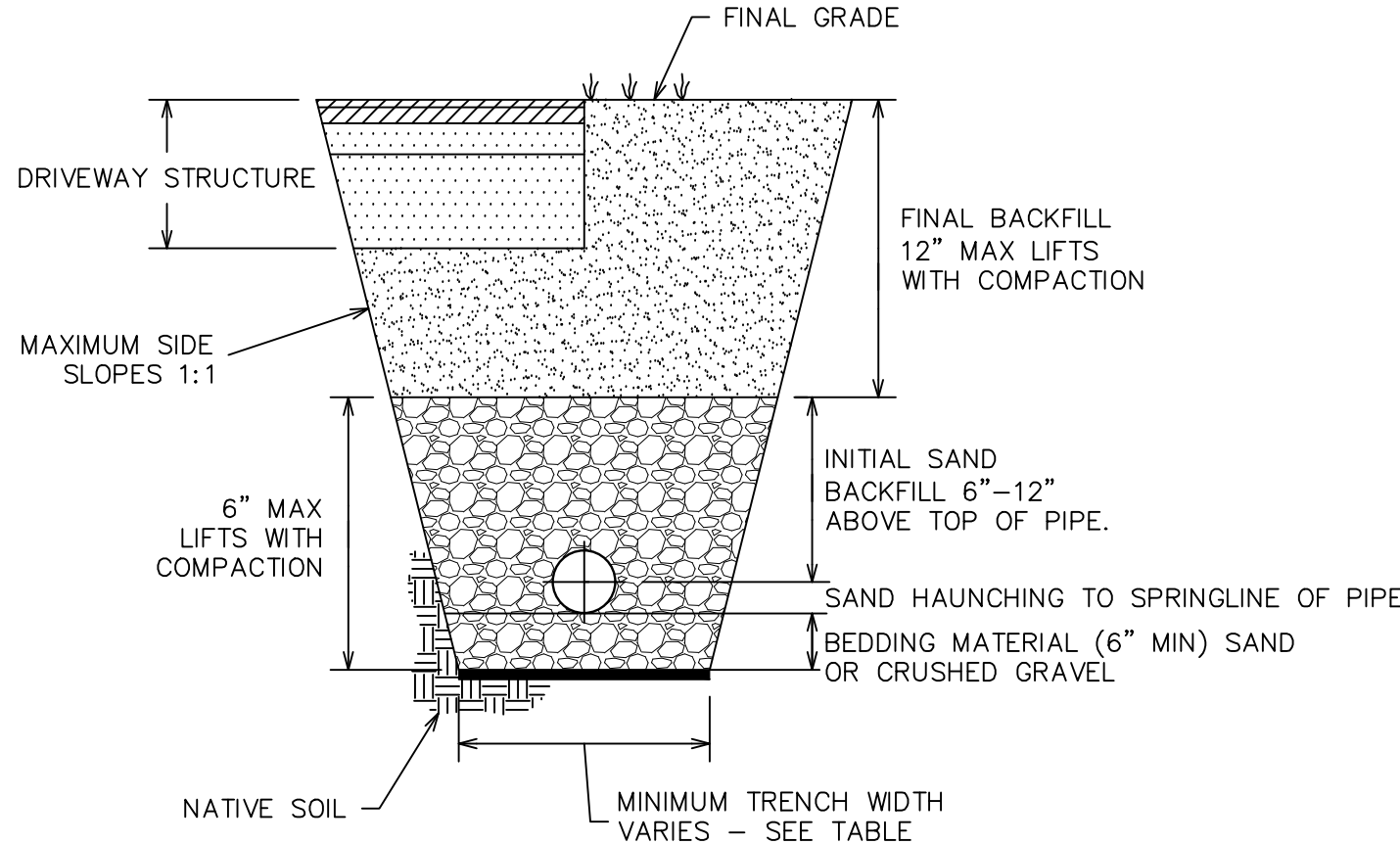
1. DRIVEWAYS AND PARKING AREAS TO BE CONSTRUCTED IN ACCORDANCE WITH THE APPROPRIATE CROSS SECTION DETAIL. GRAVEL FILL TO BE COMPACTED TO 95% MODIFIED PROCTOR IN ACCORDANCE WITH ASTM D 1557. LIFT THICKNESSES TO BE A MAXIMUM OF 6".
2. ALL STUMPS, ORGANIC MATERIAL, ROCKS AND BOULDERS TO BE REMOVED TO A MINIMUM DEPTH OF 24" BELOW SUBBASE.
3. ALL STUMPS, LEDGE AND LARGE BOULDERS TO BE REMOVED FROM THE CONSTRUCTION AREA. THE CONSTRUCTION AREA SHALL BE CLEARED AND ROUGH GRADED.
4. ALL CULVERTS TO BE ADS N-12 (HDPE) OR APPROVED EQUAL. CULVERT INLETS AND OUTLETS TO BE PROTECTED IN ACCORDANCE WITH THE CULVERT INLET/OUTLET PROTECTION DETAIL.
5. THE CONTRACTOR MUST CONTACT DIG SAFE AND ALL LOCAL UTILITIES PRIOR TO THE START OF CONSTRUCTION TO VERIFY THE LOCATION OF EXISTING SUBSURFACE UTILITIES AND CONDITIONS. LOCATING AND PROTECTING ANY UNDERGROUND OR ABOVE GROUND UTILITY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
6. THE CONTRACTOR MUST KEEP ROADWAY TRANSITIONS FROM NEW TO EXISTING PAVEMENT CLEAN TO ENSURE NO SEDIMENT OR DEBRIS LEAVES THE SITE.

WINTER CONSTRUCTION NOTES

1. AN AREA SHALL BE CONSIDERED STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED WITH HAY AT A RATE OF 100 LB/1000 S.F. OR DORMANT SEEDED, MULCHED AND ADEQUATELY ANCHORED BY AN APPROVED ANCHORING TECHNIQUE. IN ALL CASES, MULCH SHALL BE APPLIED SO THAT THE SOIL SURFACE IS NOT VISIBLE THROUGH THE MULCH.
2. FROM OCTOBER 15 TO APRIL 1, LOAM AND SEED WILL NOT BE REQUIRED. DURING PERIODS OF TEMPERATURES ABOVE FREEZING, DISTURBED AREAS SHALL BE FINE GRADED AND PROTECTED WITH MULCH OR TEMPORARILY SEEDED AND MULCHED UNTIL PERMANENT SEEDING CAN BE APPLIED. AFTER NOVEMBER 1, DISTURBED AREAS MAY BE LOAMED, FINE GRADED AND DORMANT SEEDED AT A RATE 200-300% HIGHER THAN THE SPECIFIED PERMANENT SEEDING RATE. IF CONSTRUCTION CONTINUES DURING FREEZING WEATHER, DISTURBED AREAS SHALL BE GRADED BEFORE FREEZING AND TEMPORARILY STABILIZED WITH MULCH. DISTURBED AREAS SHALL NOT BE LEFT OVER THE WINTER OR FOR ANY OTHER EXTENDED PERIOD OF TIME UNLESS STABILIZED WITH MULCH.
3. FROM NOVEMBER 1 TO APRIL 15 ALL MULCH SHALL BE ANCHORED BY EITHER PEG LINE, MULCH NETTING, TRACKING OR WOOD CELLULOSE FIBER. MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL DRAINAGE WAYS WITH SLOPES GREATER THAN 3%. SLOPES EXPOSED TO DIRECT WINDS AND FOR SLOPES GREATER THAN 8%. MULCH NETTING SHALL BE USED TO ANCHOR MULCH IN ALL AREAS WITH SLOPES GREATER THAN 15%. AFTER OCTOBER 1, THE SAME APPLIES TO ALL SLOPES GREATER THAN 8%.
4. SNOW SHALL BE REMOVED FROM AREAS OF SEEDING AND MULCHING PRIOR TO PLACEMENT.
5. FOR WINTER STABILIZATION, HAY MULCH SHALL BE APPLIED AT TWICE THE STANDARD TEMPORARY STABILIZATION RATE. AT THE END OF EACH CONSTRUCTION DAY, AREAS THAT HAVE BEEN BROUGHT TO FINAL GRADE SHALL BE STABILIZED. MULCH SHALL NOT BE SPREAD ON TOP OF SNOW.
6. ALL AREAS WITHIN 75 FEET OF A PROTECTED NATURAL RESOURCE SHALL BE PROTECTED WITH A DOUBLE ROW OF SEDIMENT BARRIERS.
7. ALL VEGETATED DITCH LINES THAT HAVE NOT BEEN STABILIZED BY NOVEMBER 1, OR WILL BE WORKED DURING THE WINTER CONSTRUCTION PERIOD, SHALL BE STABILIZED WITH AN APPROPRIATE STONE LINING BACKED BY AN APPROPRIATE GRAVEL BED OR GEOTEXTILE UNLESS SPECIFICALLY RELEASED FROM THIS STANDARD BY THE MDEP.
8. MULCH NETTING SHALL BE USED TO ANCHOR MULCH ON ALL SLOPES GREATER THAN 8% UNLESS EROSION CONTROL BLANKETS OR EROSION CONTROL MIX IS BEING USED ON SUCH SLOPES.



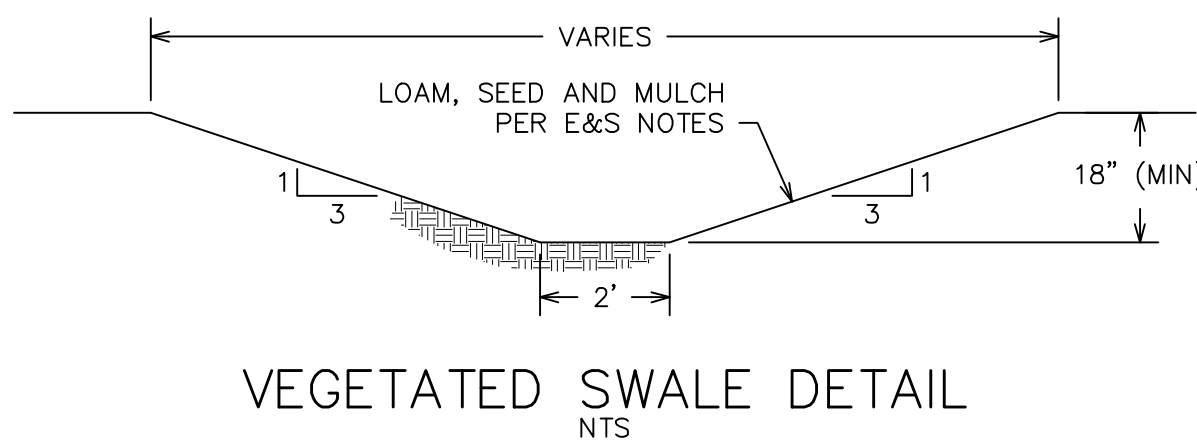
CULVERT INLET/OUTLET PROTECTION DETAIL (NTS)



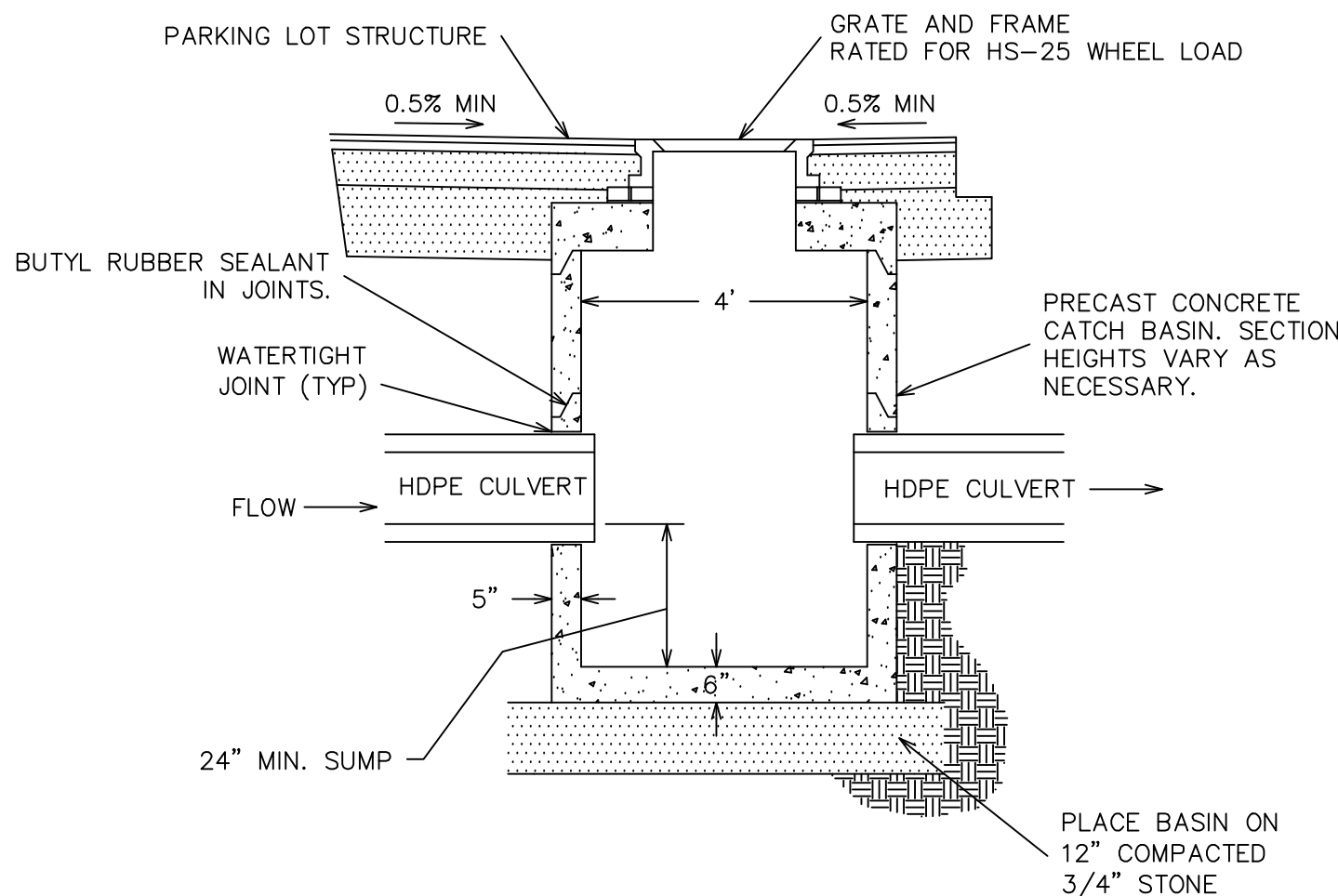
HDPE CULVERT TRENCH DETAIL (NTS)

TRENCH TO BE SUPPORTED BY SLOPING BACK AT 2:1 OR OTHER ACCEPTABLE METHOD.

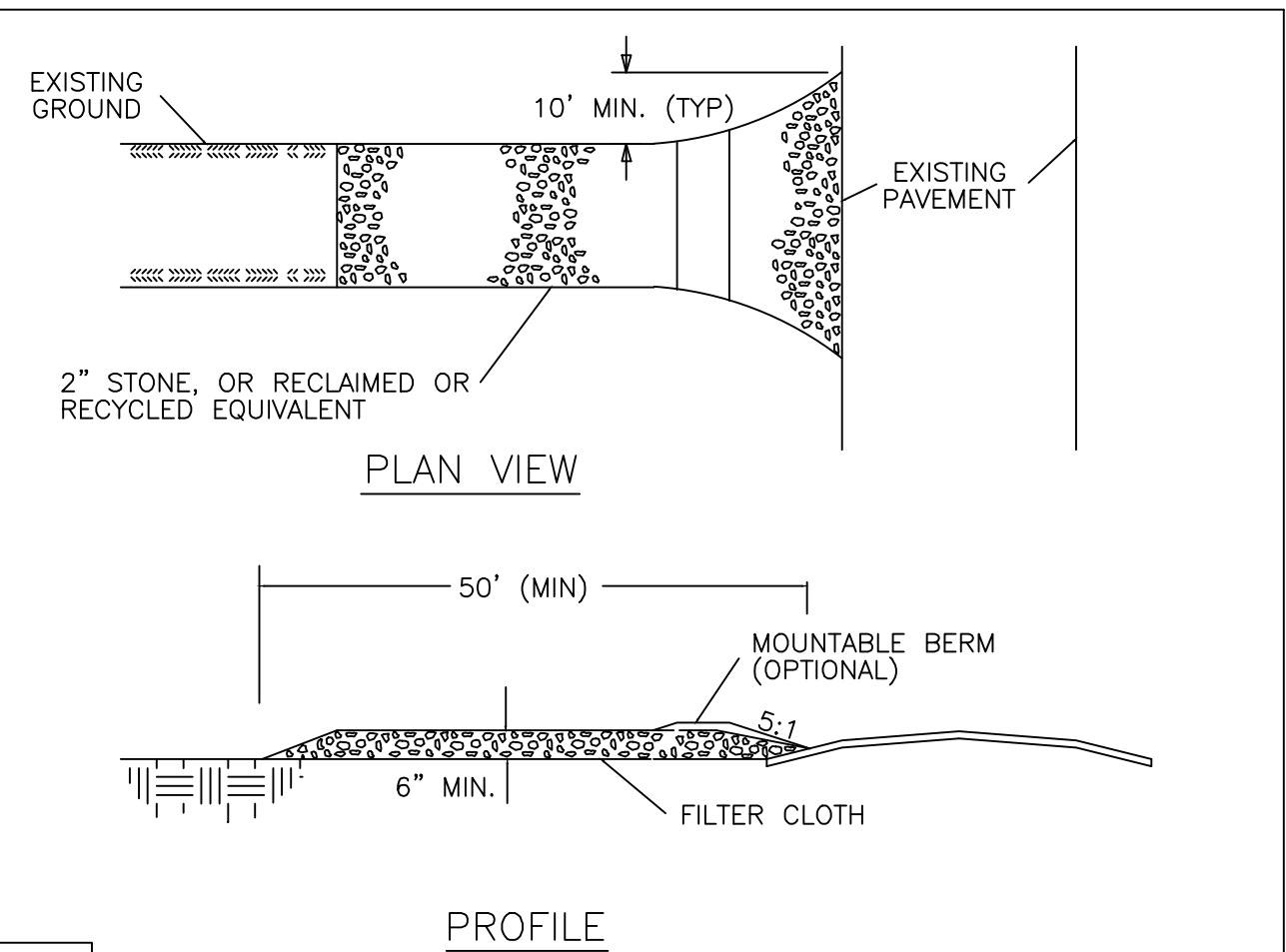
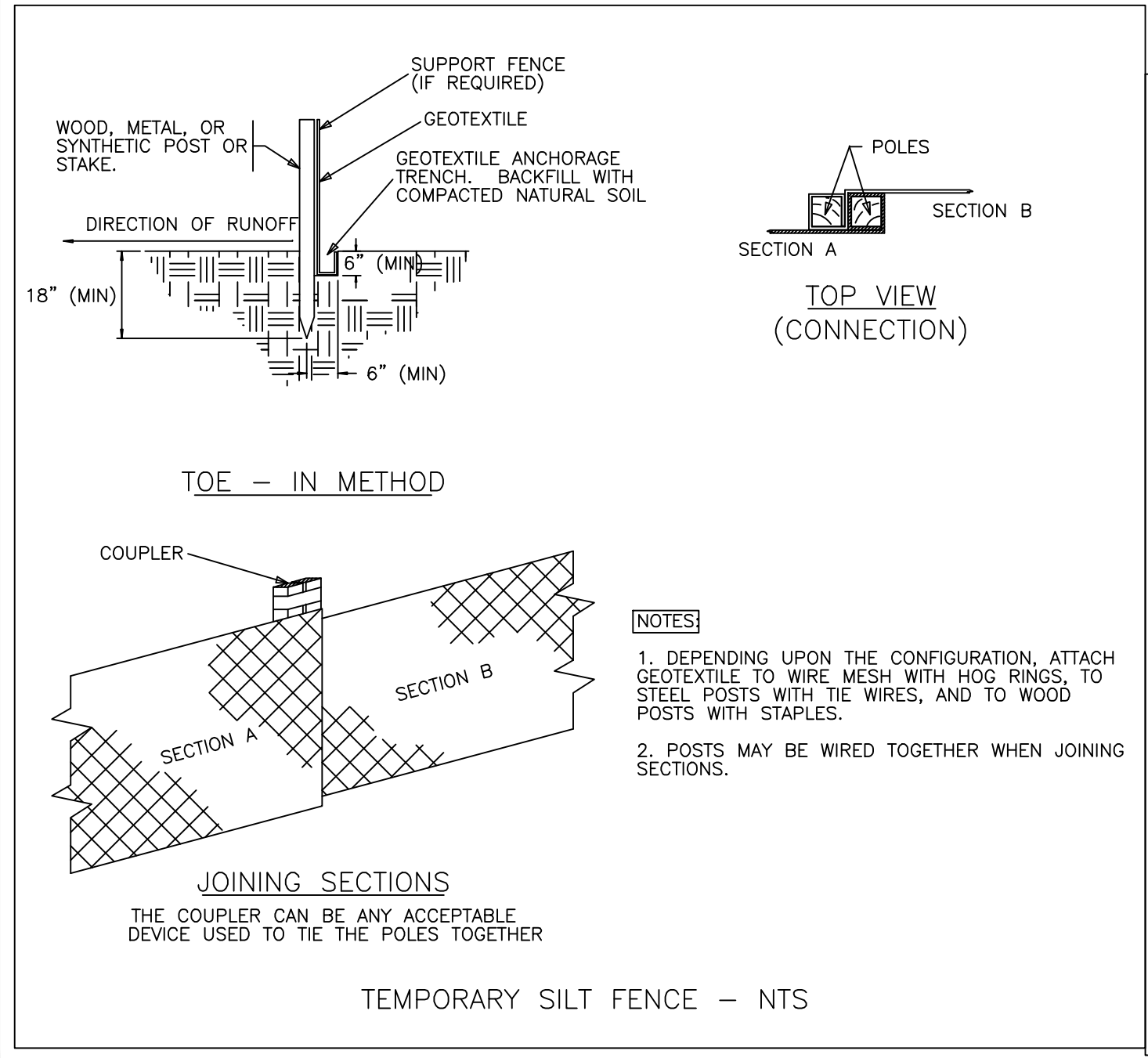
NOMINAL DIAMETER (IN)	MIN. TRENCH WIDTH (IN)
4	21
6	23
8	25
10	28
12	31
15	34
18	39
24	48
30	66
36	78
42	83
48	89
60	102



VEGETATED SWALE DETAIL (NTS)



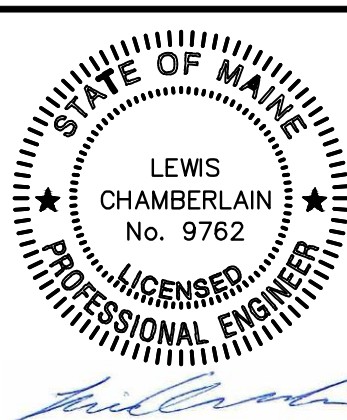
TYPICAL CATCH BASIN (NTS)



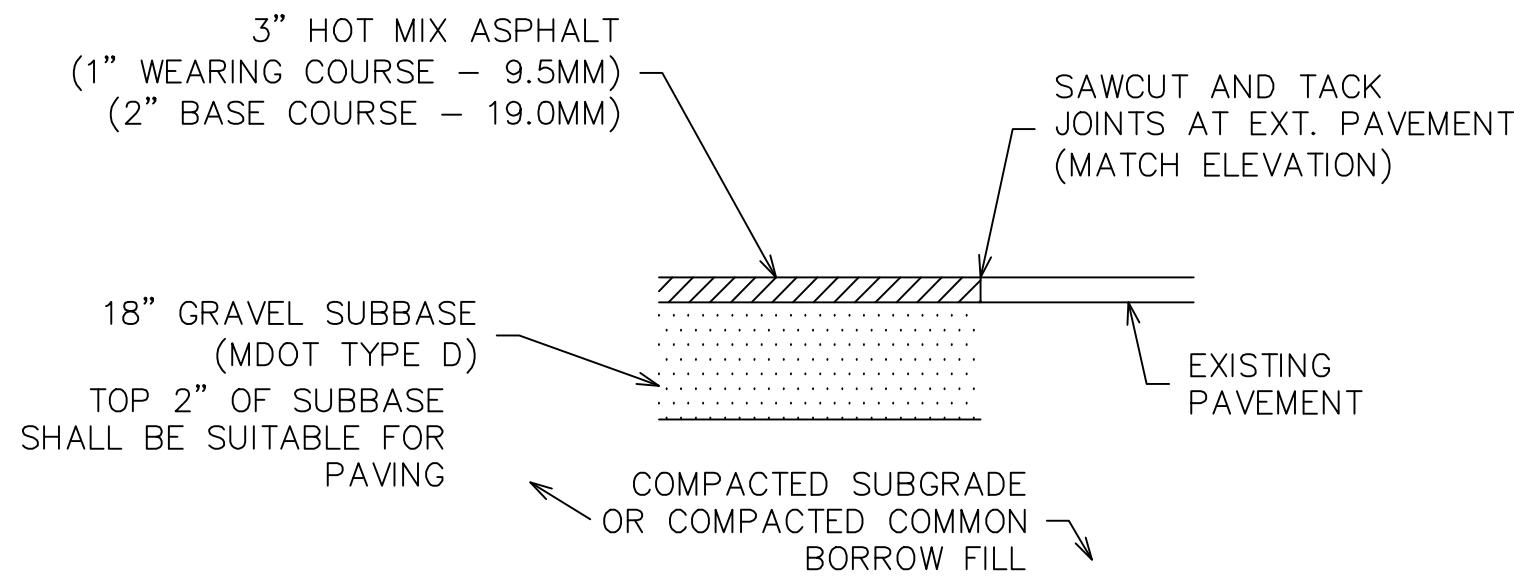
- NOTES
1. GEOTEXTILE: PLACE FILTER CLOTH OVER ENTIRE AREA TO BE COVERED WITH AGGREGATE. FILTER CLOTH WILL NOT BE REQUIRED ON A SINGLE FAMILY RESIDENTIAL LOT.
2. PIPING OF SURFACE WATER UNDER ENTRANCE SHALL BE PROVIDED AS REQUIRED. IF PIPING IS IMPOSSIBLE, A MOUNTABLE BERM WITH A 5:1 SLOPE WILL BE PERMITTED.

STABILIZED CONSTRUCTION ENTRANCE

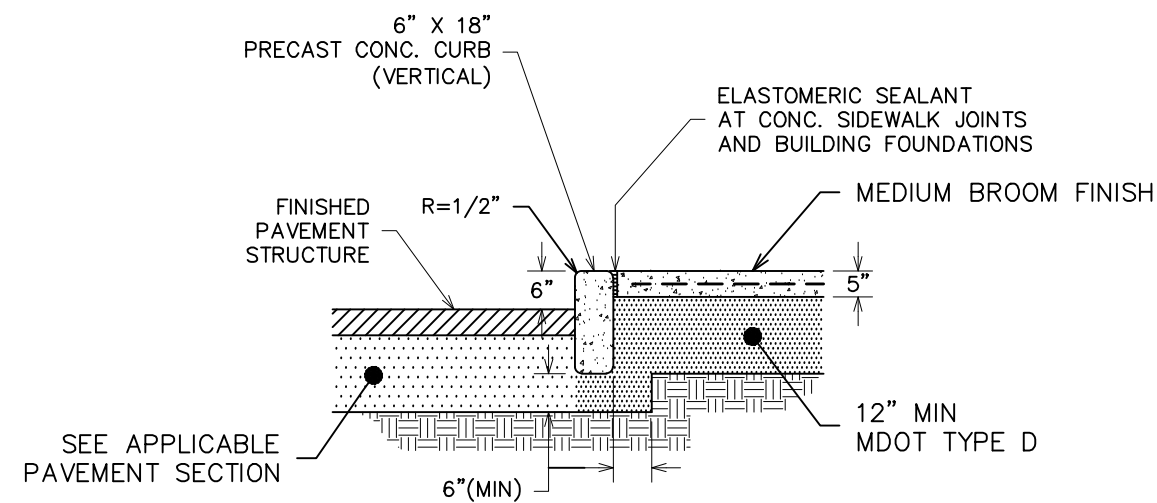
NO.	DESCRIPTION	DATE
	REVISIONS	



SITE DETAILS SITE PLAN AMENDMENT 7 MACLELLAN LANE, ELIOT, MAINE		
FOR: JAR CANNABIS CO. P.O. BOX 404 STANDISH, MAINE 04084		
ATTAR ENGINEERING, INC. CIVIL ♦ STRUCTURAL ♦ MARINE ♦ SURVEYING 1284 STATE ROAD ELIOT, MAINE 03903 PHONE: (207)439-6023 FAX: (207)439-2128		
SCALE: AS NOTED DATE: 9/28/22	APPROVED BY:	DRAWN BY: LMC REVISION : DATE - : -
JOB NO: C341-22	FILE: MAC_7_DET.DWG	SHEET 6

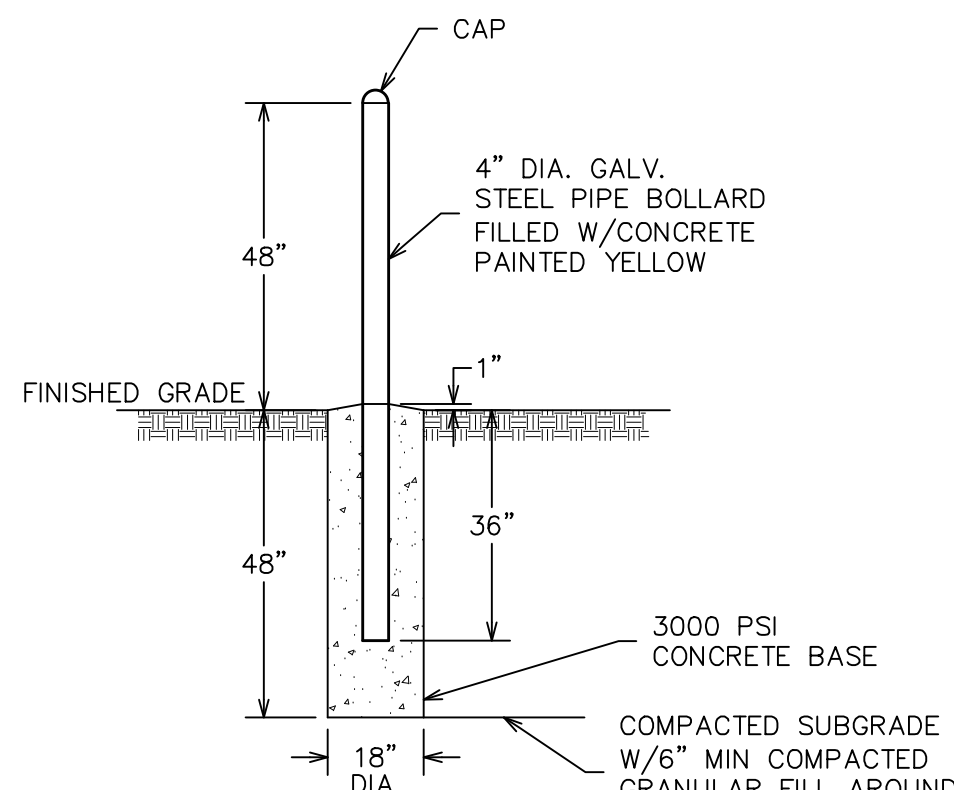


PARKING/DRIVEWAY
CROSS SECTION
(NTS)
GRAVEL FILL TO BE COMPACTED TO 95% MODIFIED PROCTOR

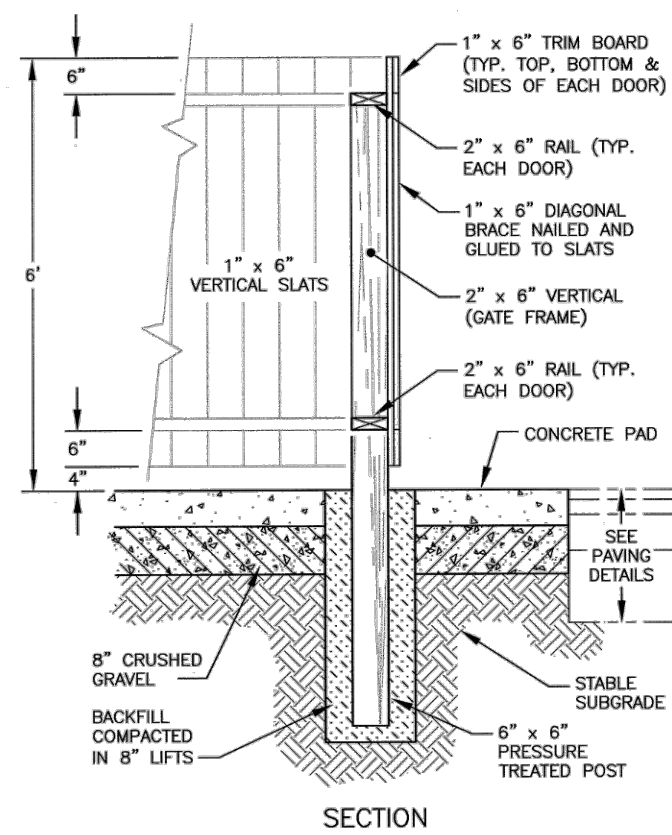


CONCRETE SIDEWALK DETAIL
(NTS)

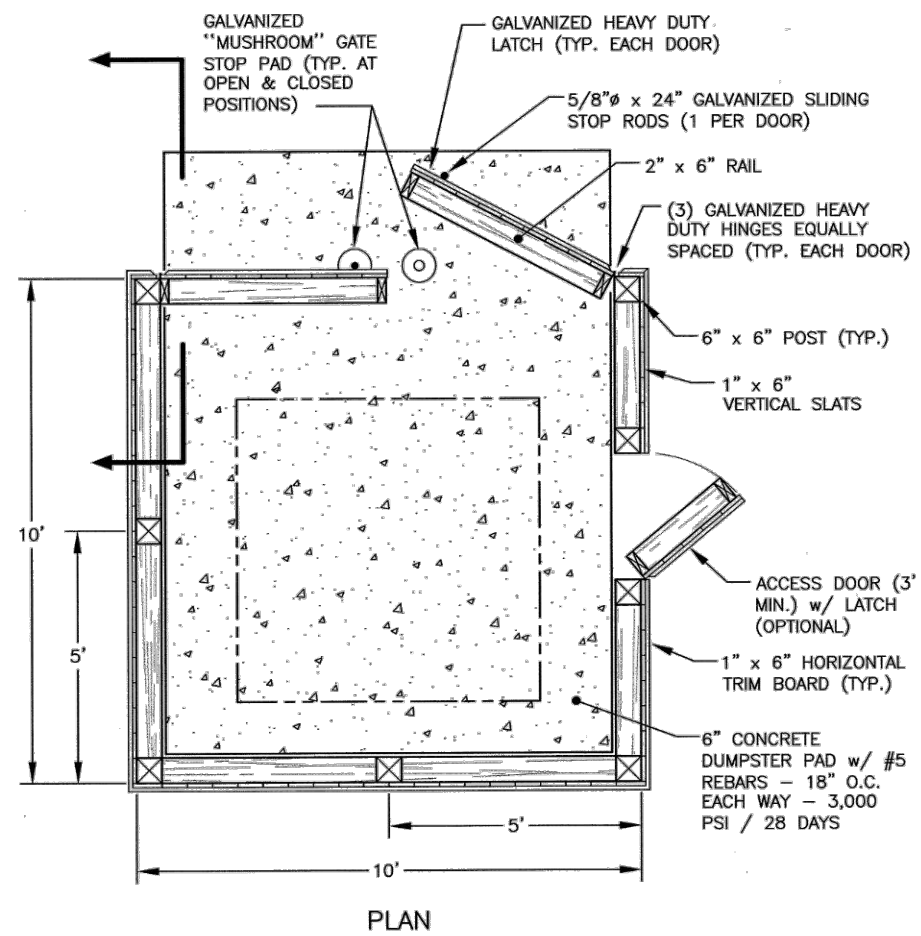
- SIDEWALK NOTES:
- CROSS SLOPE 1% - 2 % TRAVEL SLOPE 5% (MAX)
 - 3,500 PSI CONCRETE REINFORCED WITH FIBERMESH OR WELDED WIRE 6X6-W2.9XW2.9
 - 1/4" W X 3/4" DEEP CRACK CONTROL JOINTS @ 10' O.C.
 - 1/4" - 1/2" GASKETED EXPANSION JOINTS @ 50' O.C.
 - PROVIDE KEY AT CONSTRUCTION JOINTS.



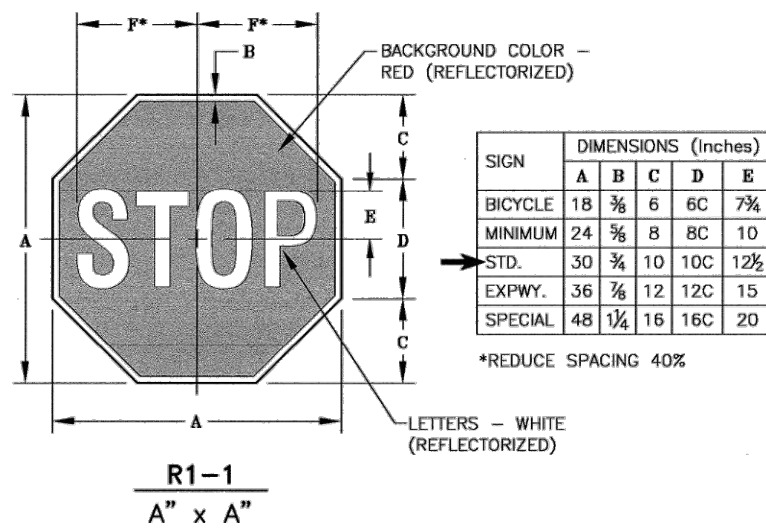
PROTECTIVE BOLLARD DETAIL
(NTS)



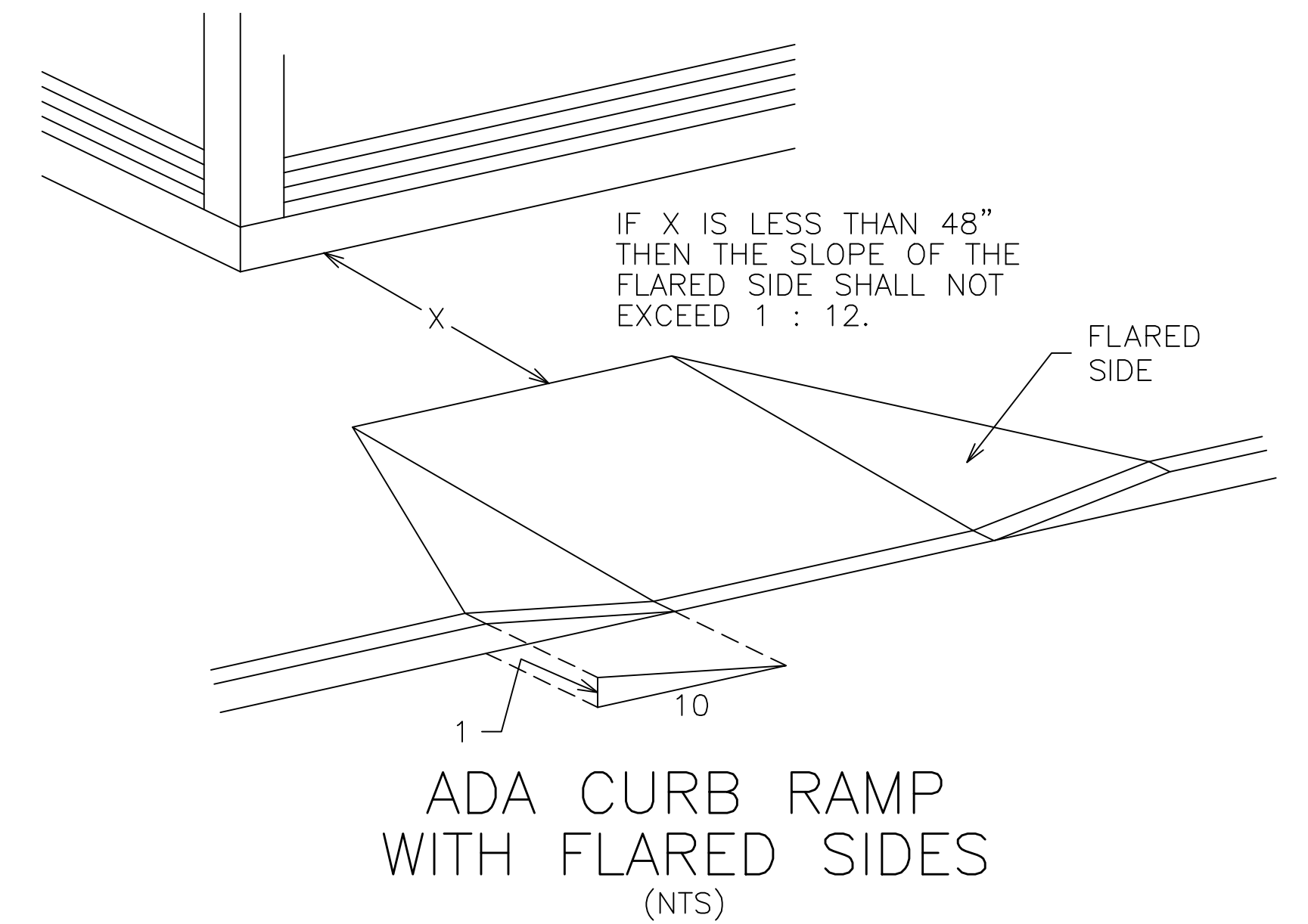
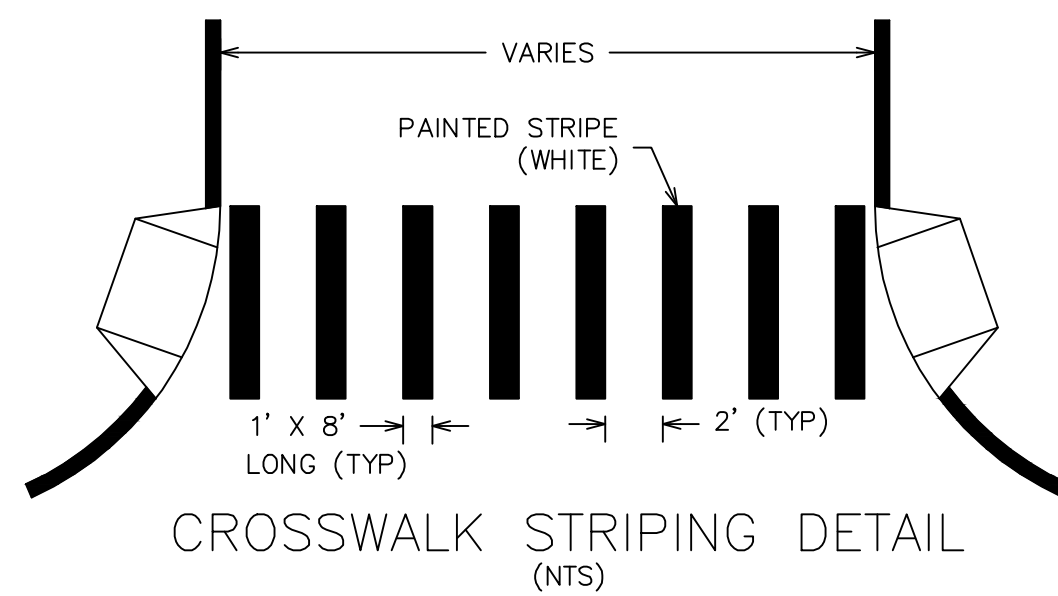
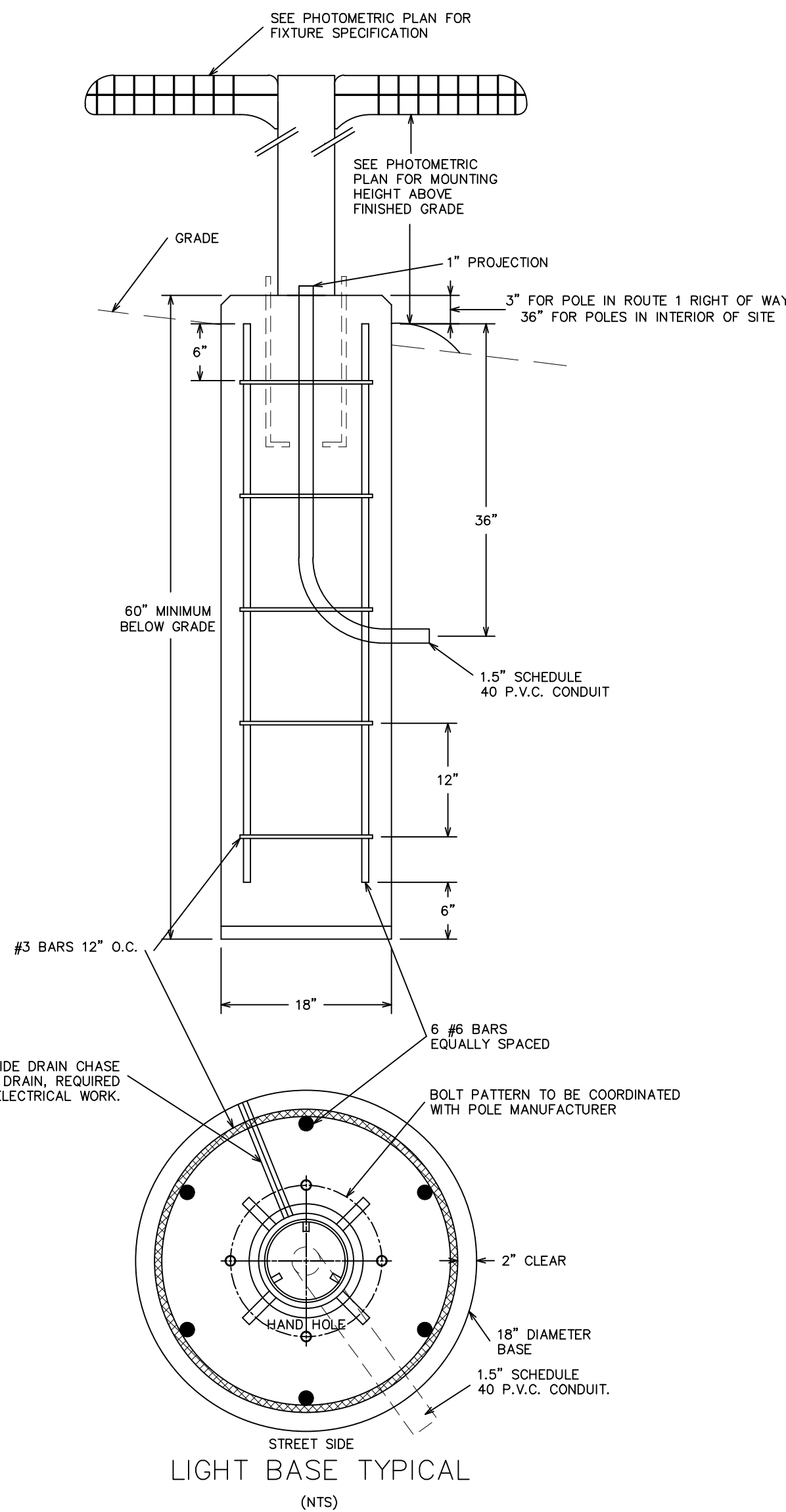
- NOTES:
- FENCING SHALL BE PRESSURE TREATED SOUTHERN YELLOW PINE. POSTS SHALL BE PRESSURE TREATED FOR IN GROUND USE.
 - ALL METAL FITTINGS AND FASTENERS SHALL BE HOT DIP GALVANIZED.
 - ALTERNATE DESIGNS & MATERIALS MAY BE USED IF CONSTRUCTION DRAWINGS ARE PROVIDED TO, AND APPROVED BY, THE BUILDING INSPECTOR.



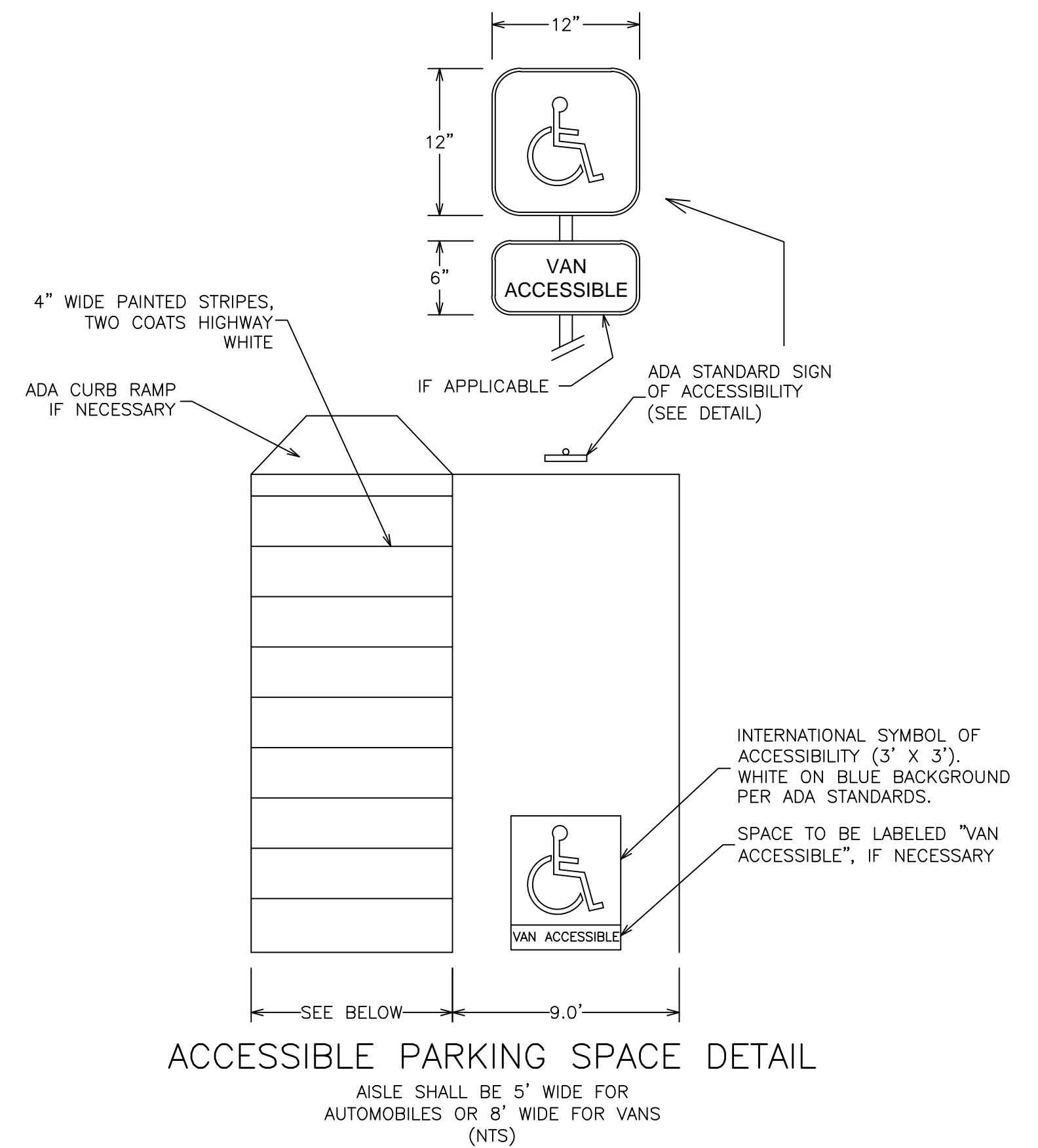
DUMPSTER ENCLOSURE DETAILS
NTS



STOP SIGN DETAIL
NTS

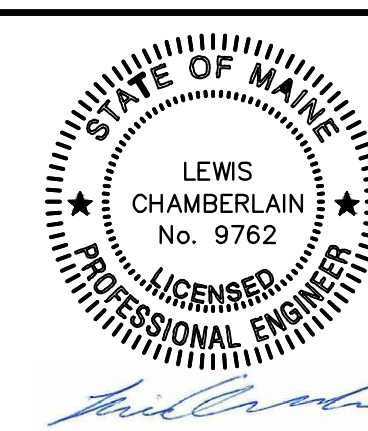


ADA CURB RAMP
WITH FLARED SIDES
(NTS)

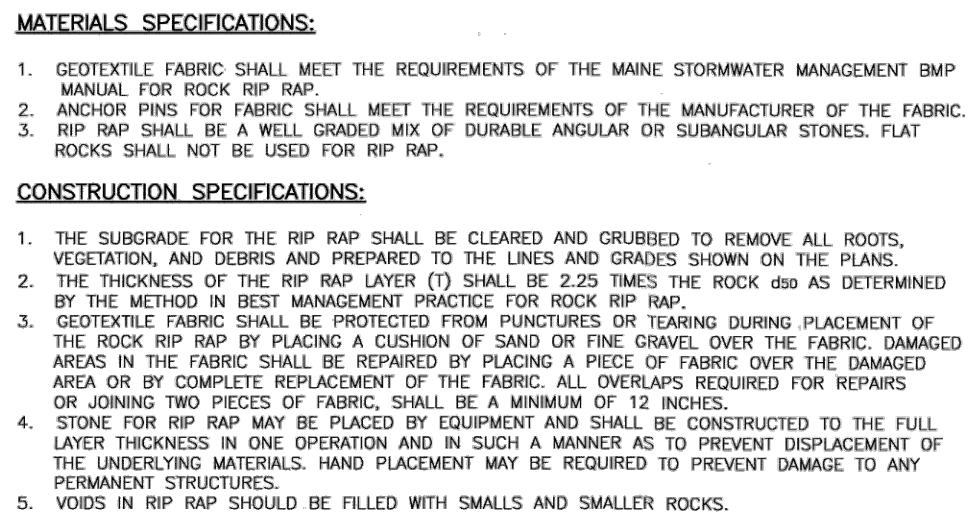


ACCESSIBLE PARKING SPACE DETAIL
AISLE SHALL BE 5' WIDE FOR
AUTOMOBILES OR 8' WIDE FOR VANS
(NTS)

NO.	DESCRIPTION	DATE
	REVISIONS	



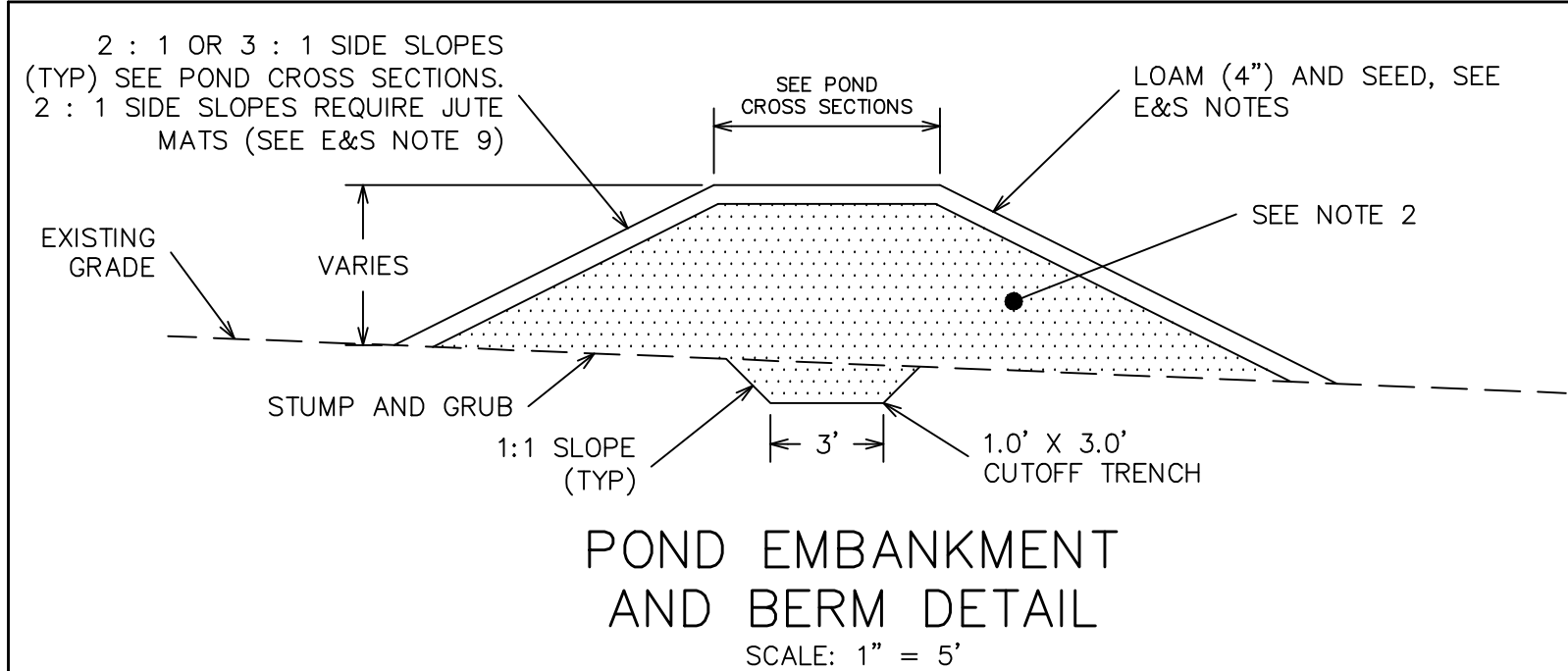
SITE DETAILS SITE PLAN AMENDMENT 7 MACLELLAN LANE, ELIOT, MAINE		
FOR: JAR CANNABIS CO. P.O. BOX 404 STANDISH, ME 04084		
ATTAR ENGINEERING, INC. CIVIL ♦ STRUCTURAL ♦ MARINE ♦ SURVEYING 1284 STATE ROAD - ELIOT, MAINE 03903 PHONE: (207)439-6023 FAX: (207)439-2128		
SCALE: AS NOTED DATE: 9/28/22	APPROVED BY:	DRAWN BY: LMC REVISION : DATE - : -
JOB NO: C341-22	FILE: MAC 7_DET.DWG	SHEET 7



RIPRAP GRADATION TABLE	
RIPRAP — 3"	
% OF WEIGHT SMALLER THAN THE GIVEN SIZE	SIZE OF STONE RANGE IN INCHES
100	4.5 TO 6
85	3.9 TO 5.4
50	3 TO 4.5
15	0.9 TO 1.5
RIPRAP — 4"	
% OF WEIGHT SMALLER THAN THE GIVEN SIZE	SIZE OF STONE RANGE IN INCHES
100	6 TO 8
85	5.2 TO 7.2
50	4 TO 6
15	1.2 TO 2
RIPRAP — 6"	
% OF WEIGHT SMALLER THAN THE GIVEN SIZE	SIZE OF STONE RANGE IN INCHES
100	9 TO 12
85	7.8 TO 10.8
50	6 TO 9
15	1.8 TO 3
RIPRAP — 9"	
% OF WEIGHT SMALLER THAN THE GIVEN SIZE	SIZE OF STONE RANGE IN INCHES
100	13.5 TO 18
85	11.7 TO 16.2
50	9 TO 13.5
Z15	2.7 TO 4.5

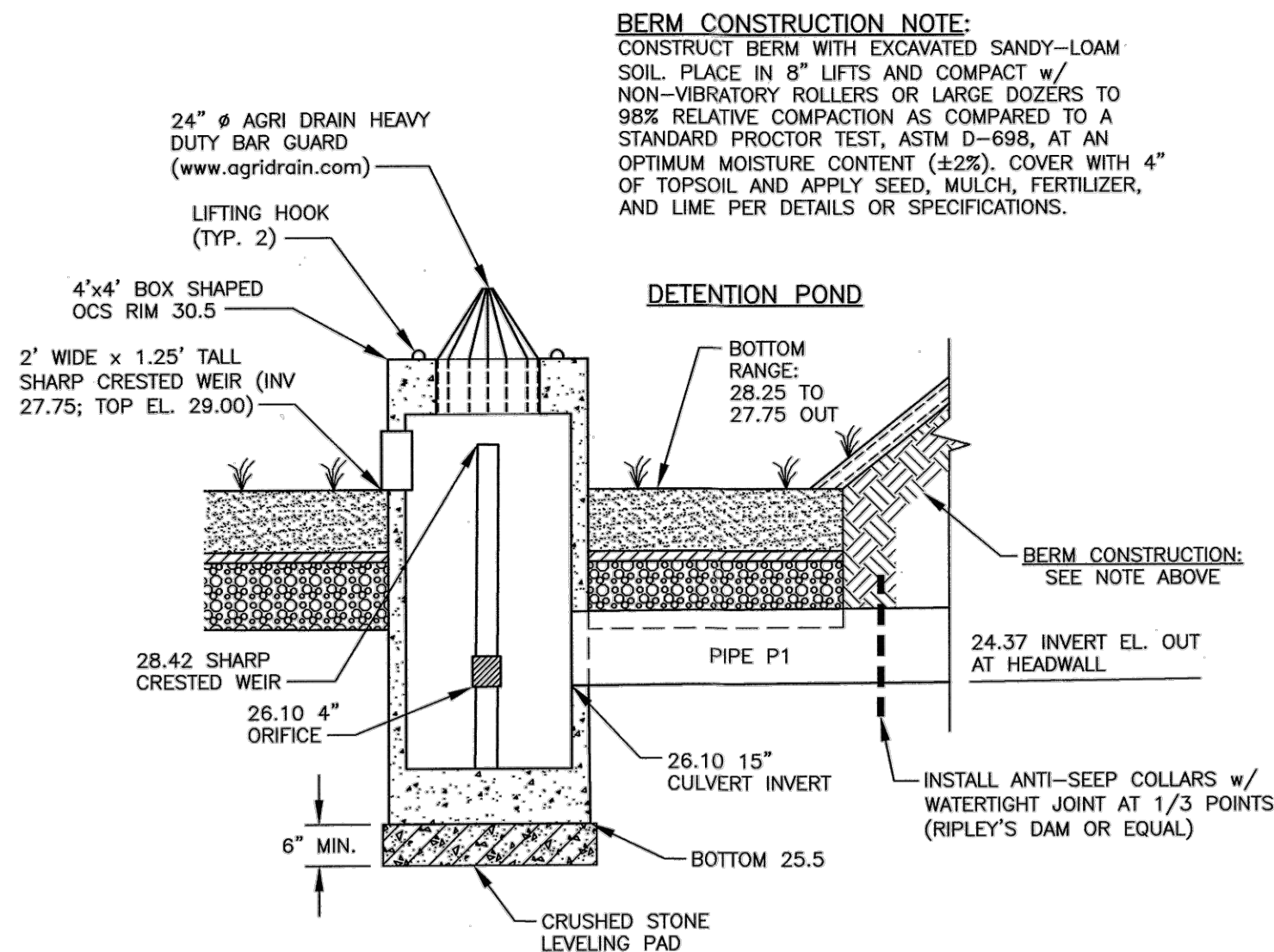
RIP RAP LINED OUTLET

NTS



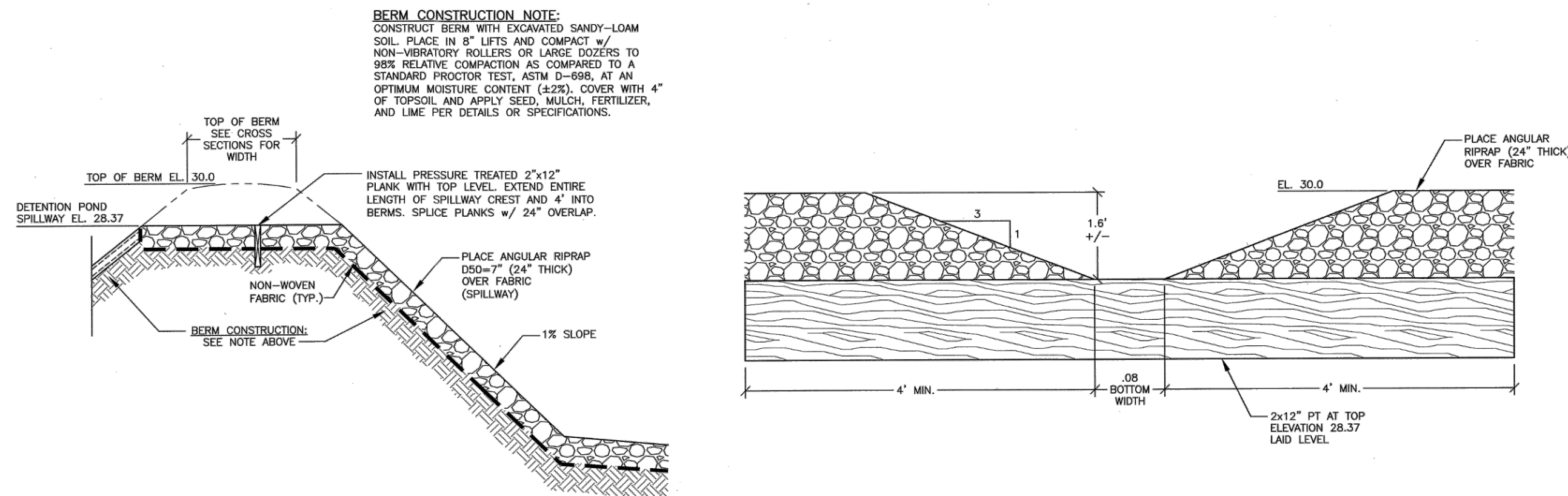
EMBANKMENT CONSTRUCTION NOTES

1. ALL ORGANIC MATERIAL, STUMPS, ROCKS AND BOULDERS SHALL BE REMOVED TO A MINIMUM DEPTH OF 24" BELOW SUBGRADE OF THE BASIN EMBANKMENT. ALL EXCAVATIONS BELOW THE BASIN EMBANKMENT SHALL HAVE A MINIMUM SLOPE OF 1H : 1V.
2. ALL BASIN EMBANKMENT FILL MATERIAL SHALL BE WELL GRADED BORROW WITH A MINIMUM OF 20% FINES CONTENT. EMBANKMENT FILL SHALL BE PLACED IN 12" (MAX) LIFTS AND BE COMPACTED TO 95% MODIFIED PROCTOR. A CUTOFF TRENCH SHALL BE EXCAVATED AS SHOWN PRIOR TO CONSTRUCTION OF EMBANKMENT.
3. DETENTION BASIN AND ALL EXCAVATIONS SHALL BE KEPT FREE OF WATER DURING CONSTRUCTION.



DETENTION POND OUTLET STRUCTURE

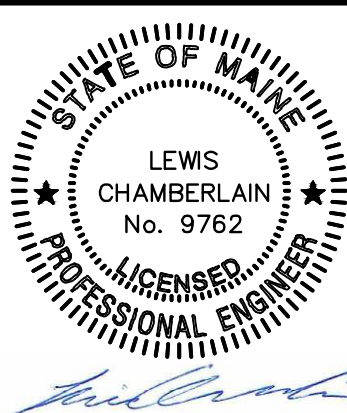
NTS



DETENTION POND SPILLWAY DETAIL


NTS

RIPRAP GRADATION TABLE		
RIPRAP — 3"		
% OF WEIGHT SMALLER THAN THE GIVEN SIZE		SIZE OF STONE RANGE IN INCHES
100		4.5 TO 6
85		3.9 TO 5.4
50		3 TO 4.5
15		0.9 TO 1.5
RIPRAP — 4"		
% OF WEIGHT SMALLER THAN THE GIVEN SIZE		SIZE OF STONE RANGE IN INCHES
100		6 TO 8
85		5.2 TO 7.2
50		4 TO 6
15		1.2 TO 2
RIPRAP — 6"		
% OF WEIGHT SMALLER THAN THE GIVEN SIZE		SIZE OF STONE RANGE IN INCHES
100		9 TO 12
85		7.8 TO 10.8
50		6 TO 9
15		1.8 TO 3
RIPRAP — 9"		
% OF WEIGHT SMALLER THAN THE GIVEN SIZE		SIZE OF STONE RANGE IN INCHES
100		13.5 TO 18
85		11.7 TO 16.2
50		9 TO 13.5
215		2.7 TO 4.5

[illegible]

SITE DETAILS
SITE PLAN AMENDMENT
7 MACLELLAN LANE, ELIOT, MAINE

FOR: JAR CANNABIS CO.
P.O. BOX 404
STANDISH, MAINE 040



ATTAR ENGINEERING, INC.
CIVIL ♦ STRUCTURAL ♦ MARINE ♦ SURVEYING
1284 STATE ROAD — ELIOT, MAINE 03903
PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: AS NOTED	APPROVED BY:	DRAWN BY: LMC
DATE: 9/28/22		REVISION : DA - : -
JOB NO: C341-22	FILE: MAC 7_DET.DWG	SHEET 8

TRAFFIC IMPACT STUDY
7 MACLELLAN LANE DEVELOPMENT
ELIOT, MAINE

September 15, 2022

Prepared For:

Attar Engineering, Inc.
1284 State Road
Eliot, ME 03903



Diane W. Morabito

Prepared by:



INTRODUCTION

The purpose of this report is to summarize a traffic impact study performed by James W. Sewall Company (Sewall) for a proposed development at 7 Maclellan Lane in Eliot, Maine. The site location is shown on the map in Figure 1. There is an existing 2,000 square foot (S.F.) building on site, which is utilized for the manufacturing of marijuana products. This existing manufacturing use will continue on site. The proposed additional development consists of:

- 3,200 square foot (S.F.) building; 1,600 S.F. of general retail and 1,600 S.F. office use
- 4,000 S.F. building; 2,000 S.F. marijuana sales and 2,000 S.F. of general office space

This report details the traffic analysis which determines the expected number of trips to be generated by the additional development and any off-site impacts on level of service or safety for the local Town of Eliot approval process.

It is understood that the new 4,000 S.F. building providing for marijuana sales is expected to be built and occupied first in 2023. The second 3,200 S.F. building is expected to be built and occupied in 2024. Hence, 2024 was selected as the study year for traffic analysis purposes.

TRIP GENERATION ANALYSIS

The number of trips to be generated by the proposed development, as well as the existing manufacturing space, was estimated utilizing the latest Institute of Transportation Engineers (ITE) "Trip Generation, 11th edition". The following land use codes (LUCs) were used on the noted bases:

- 140 – Manufacturing – 2,000 S.F.
- 712 – Small Office Building – 3,600 S.F.
- 822 – Strip Retail – 1,600 S.F.
- 882 – Marijuana Dispensary - 2,000 S.F.

The results are summarized in the following table:

<u>Time Period</u>	ITE TRIP GENERATION (One-Way Trip-Ends)				
	<u>Man.</u>	<u>Office</u>	<u>Retail</u>	<u>Marijuana</u>	<u>Total</u>
Weekday	10	52	88	422	572
AM Peak Hour – Adj. Street	1	6	4	21	32
Entering	1	5	2	11	19
Exiting	0	1	2	10	13
PM Peak Hour – Adj. Street	1	8	11	38	58
Entering	0	3	5	19	27
Exiting	1	5	6	19	31
AM Peak Hour – Generator	2	6	12	33	53
Entering	1	5	6	18	30
Exiting	1	1	6	15	23
PM Peak Hour – Generator	2	8	21	49	80
Entering	1	3	11	24	39
Exiting	1	5	10	25	41
Saturday Peak Hour - Generator	0	3	11	58	72
Entering	0	2	5	29	36
Exiting	0	1	6	29	36

The preceding results show that the proposed development is expected to generate from 32 to 80 one-way trips in peak hours. Highest peak hour trip generation will occur during the weekday PM and Saturday peak hour periods. Hence, these were selected as the analysis periods for the study. Since peak hour trip generation will be under 100 one-way trips, a traffic movement permit (TMP) is not required from MaineDOT.

TRAFFIC VOLUMES

Turning movement/classification counts were conducted by Sewall during the weekday PM peak hour period (3:00- 6:00) and Saturday peak hour (11:00 -2:00) as outlined below:

<u>Intersection</u>	<u>Count Date</u>	<u>Count Period</u>	<u>Peak Hour</u>
Route 236 and Beech Road - signalized	8/25/2022	3:00-6:00 PM	3:15-4:15 PM
Route 236 and Beech Road - signalized	8/27/2022	11:00-2:00 PM	11:15-12:15 PM
Route 236 and Maclellan Lane - unsignalized	8/24/2022	3:00-6:00 PM	4:00-5:00 PM
Route 236 and Maclellan Lane – unsignalized	8/27/2022	11:00-2:00 PM	11:15-12:15 PM

The count records are included in the appendix. The counts were factored to 30th highest hour conditions using MaineDOT group mean factors. These volumes typically occur under peak summer conditions in late July and early August in Maine. The results are shown in Figure 2.

Existing average annual daily traffic (AADT) data for the area was obtained from "Traffic Volume Counts, 2019 and 2014 Annual Reports", published by MaineDOT and MaineDOT's Interactive Traffic Map. This data is summarized as follows:

<u>Location Description</u>	Average Annual Daily Traffic			
	<u>2010</u>	<u>2013</u>	<u>2016</u>	<u>2019</u>
Route 236, southeast of Beech Road	---	17490	16100	16060
Route 236, northwest of Beech Road	16740	16890	16340	16870
Route 236, southeast of Route 103 (State Road)	---	---	14680	15200

As seen above, traffic volumes on Route 236 in the vicinity of Maclellan Lane have declined or remained steady over the period 2010 to 2019. Over the most recent short-term period (2016 to 2019) they grew at an average annual rate of less than 1 %. Based upon this historical growth, a 1 % growth rate was used to project the existing 2022 volumes to base 2024 conditions.

The Town of Eliot Planner was contacted to determine if there are any other approved (but unbuilt) developments, expected to significantly impact future Route 236 volumes in the vicinity of Maclellan Lane, which should be considered in the traffic analysis. The following other development projects were identified. Trip assignments were obtained from the noted reports. In cases where trip generation data was missing, it was estimated using the ITE 11th edition report:

- Pine Tree Business Park – Sewall Trip Generation Memorandum, dated 7/25/2019
- 32 Brook Rd. – Proposed Retail Marijuana Store, Cultivation Facility, and Marijuana Products Manufacturing Facility – Attar Engineering Plans
- 276 HL Dow – Proposed Adult Use Marijuana Store – Attar Engineering Plans
- 16 Arc Rd. – Co-located Adult Use Marijuana Store/Medical Marijuana Retail Store – GPI Technical Memorandum dated 2/7/22

The other development trips are shown in Figure 3. The projected 2024 No Build volumes, based upon a 1 % annual traffic growth rate and including the other development volumes, are shown in Figure 4.

The trip assignments for the proposed development were based upon the travel patterns recorded during the counts. All trips for the entire development were assumed to be new, to be conservative, since the existing manufacturing trips were minimal according to the ITE results. The resulting trip assignments are shown in Figure 5.

Based upon the trip assignments the facility is expected to have a minimal impact on off-site traffic operations. Generally, a project won't have an impact on traffic operations unless it generates in excess of 25 lefts turns in an hour in a lane or 50 trips in a through or right lane. The proposed development is projected to generate a maximum of 22 lane hour trips. Given these trip assignments, the study area extends through the intersection of Maclellan Lane and Route 236, but it was extended through the Beech Road intersection to evaluate off-site impact. The projected Build 2024 volumes are shown in Figure 6.

CAPACITY ANALYSIS

Traffic operations are evaluated in terms of level of service (LOS). Level of service is a qualitative measure that describes operations by letter designation. The levels range from A - very little delay to F - extreme delays. Level of service "D" is generally considered acceptable in urban locations while LOS "E" is generally considered the capacity of a facility and the minimum tolerable level. The level of service for signalized intersections is based upon the average control or signal delay per vehicle. These criteria are defined in the following table excerpted from the 2010 "Highway Capacity Manual":

Signalized Intersection Level of Service

<u>LOS</u>	<u>Delay Range</u>
A	< = 10.0 seconds
B	> 10.0 and <= 20.0
C	> 20.0 and <= 35.0
D	> 35.0 and <= 55.0
E	> 55.0 and <= 80.0
F	> 80.0

The level of service for unsignalized intersections is based upon average control delay per vehicle for each minor, opposed movement, as defined in the following table:

Unsignalized Intersection Level of Service

<u>LOS</u>	<u>Delay Range</u>
A	< = 10.0 seconds
B	> 10.0 and <= 15.0
C	> 15.0 and <= 25.0
D	> 25.0 and <= 35.0
E	> 35.0 and <= 50.0
F	> 50.0

SIGNALIZED INTERSECTION ANALYSIS

The level of service (LOS) was determined for the signalized intersection of Route 236 and Beech Road for projected 2024 No Build and Build conditions using Synchro 11 and Sim Traffic. The results are provided in the appendix and are summarized in the following tables for the weekday PM and Saturday analysis periods:

<u>Lane/Movement</u>	Route 236 and Beech Road	
	PM Peak Hour Level of Service	
	No Build <u>2024</u>	Build <u>2024</u>
Eastbound Route 236 Lefts	D (46.8)	D (44.7)
Eastbound Route 236 Thrus	A (9.6)	A (9.2)
Eastbound Route 236 Thrus/Rights	B (10.2)	A (9.7)
Eastbound Approach Overall	B (12.4)	B (11.9)
Westbound Route 236 Lefts	D (43.5)	D (46.0)
Westbound Route 236 Thrus	B (14.3)	B (14.3)
Westbound Route 236 Thrus/Rights	B (12.0)	B (11.9)
Westbound Approach Overall	B (14.7)	B (14.9)
Northbound Beech Road Lefts/Thrus	D (36.6)	D (37.9)
Northbound Beech Road Rights	A (4.1)	A (4.6)
Northbound Approach Overall	C (32.0)	C (32.8)
Southbound Beech Road Lefts/Thrus	C (34.0)	D (37.1)
Southbound Beech Road Rights	A (4.9)	A (5.6)
Southbound Approach Overall	C (26.0)	C (28.3)
Intersection Overall	B (16.1)	B (16.4)

<u>Lane/Movement</u>	Saturday Peak Hour Level of Service	
	No Build <u>2024</u>	Build <u>2024</u>
Eastbound Route 236 Lefts	D (35.2)	D (37.4)
Eastbound Route 236 Thrus	A (7.0)	A (9.3)
Eastbound Route 236 Thrus/Rights	A (7.8)	A (9.7)
Eastbound Approach Overall	A (8.7)	B (11.4)
Westbound Route 236 Lefts	C (32.7)	D (39.3)
Westbound Route 236 Thrus	A (7.3)	B (15.1)
Westbound Route 236 Thrus/Rights	A (6.7)	B (11.7)
Westbound Approach Overall	A (9.2)	B (15.0)
Northbound Beech Road Lefts/Thrus	C (31.8)	C (31.9)
Northbound Beech Road Rights	A (4.1)	A (3.6)
Northbound Approach Overall	C (24.7)	C (27.9)
Southbound Beech Road Lefts/Thrus	C (29.9)	C (26.9)
Southbound Beech Road Rights	C (3.1)	A (5.0)
Southbound Approach Overall	C (24.3)	C (21.0)
Intersection Overall	B (11.5)	B (15.3)

As seen above, the signalized intersection is projected to function at a good LOS “B” during both peak hours under No Build volumes in 2024 with no significant delay. The same LOS is projected under Build volumes demonstrating that the project will have a limited impact off-site on traffic operations. The projected increase in overall delay at the signalized intersection due to the development is 0.3 seconds during the weekday PM peak hour and 3.8 seconds during the Saturday peak hour, showing the minor impact the development will have off-site at this intersection.

The traffic signal timings used for the analysis were based upon timings measured in the field during the traffic counts. While operations overall are good, it appears that there is a side street detection issue since the Beech Road green was called on every cycle (even when no vehicles were present) and the green time was consistently 28 seconds, generally lasting long after all vehicles had departed the Beech Road approaches. Even with this detection/timing issue, operations were acceptable with no capacity concerns, with all lanes at LOS “D” or better and all approaches at LOS “C” or better. It is expected that with correction of the detection malfunction that signal operations and level of service would be even better.

UNSIGNALIZED INTERSECTION ANALYSIS

The level of service (LOS) was determined for the unsignalized Maclellan Lane intersection for 2024 No Build and Build conditions, also using Synchro 11 and Sim Traffic. The results are provided in the appendix and are summarized as follows:

Maclellan Lane and Route 236 PM Peak Hour Level of Service		
<u>Approach/Movement</u>	No Build <u>2024</u>	Build <u>2024</u>
Eastbound Route 236 Lefts/Throughs	A (3.1)	A (4.0)
Westbound Route 236 Throughs/Rights	A (3.0)	A (3.6)
Southbound Maclellan Lane Lefts/Right	C (19.9)	D (31.4)
Overall	A (3.5)	A (5.1)

Maclellan Lane and Route 236 Saturday Peak Hour Level of Service		
<u>Approach/Movement</u>	No Build <u>2024</u>	Build <u>2024</u>
Eastbound Route 236 Lefts/Throughs	A (2.5)	A (3.0)
Westbound Route 236 Throughs/Rights	A (1.3)	A (1.5)
Southbound Maclellan Lane Lefts/Right	A (4.7)	A (9.2)
Overall	A (1.9)	A (2.2)

As seen above, the unsignalized Maclellan Lane is projected to operate at an acceptable LOS “D” during the weekday PM peak hour and at LOS “A” during their Saturday peak hour. Given these results, there are no capacity concerns and no mitigation, such as dual exit lanes, are recommended for Maclellan Lane.

SAFETY ANALYSIS

ACCIDENT REVIEW

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

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

Accident data was obtained from MaineDOT for Route 236 in the vicinity of Maclellan Lane. The number of crashes and CRF are summarized by location in the following table:

<u>Route 236 Location Description</u>	<u># of Crashes</u>	<u>CRF</u>
Intersection of Depot Street	3	0.14
Between Depot Street and Bradstreet Lane	32	0.66
Intersection of Bradstreet Lane	2	0.39
Between Bradstreet land and 0.07 mile north of Beech Road	26	0.83
Between 0.07 mile north of Beech Road and Beech Road	1	0.32
Intersection of Beech Road	11	0.48

As seen above, there are no high crash locations (meeting both crash criteria) on Route 236 within the vicinity of the Maclellan Lane site. As a result, no further accident review or evaluation is needed.

SUMMARY AND RECOMMENDATIONS

The proposed development is expected to generate between 32 and 80 new one-way trips during peak hours. Given these results a TMP is not required from MaineDOT. Based upon the trip generation results the weekday PM peak hour of the adjacent street and the Saturday mid-day peak hour were selected for the traffic analysis. Also based upon the trip assignments, the study area was defined as extending from the site through the Route 236 and Maclellan Lane intersection, but it was extended to the intersection of Beech Road to evaluate off-site impact.

In terms of capacity, the signalized intersection of Route 236 and Beech Road is projected to operate at a good level of service "B" overall during both peak hour analysis periods, with all lanes at "D" or better, under both No Build and Build volumes. Similarly, MacLellan Lane is projected to operate at an acceptable LOS "D" under PM peak hour volume and at LOS "A" during the Saturday peak hour. Hence, no capacity concerns were identified by the analysis. The analysis demonstrates the minimal impact the development will have off-site on traffic operations.

It appears, based observations and timings done in the field, that there is a side street detection issue since the Beech Road green was called on every cycle (even when no vehicles were present) and the green time was consistently 28 seconds, generally lasting long after all vehicles had departed the Beech Road approaches. Even with this detection issue, operations were acceptable with no capacity concerns. However, the Town should correct the existing detection malfunction for improved intersection operations.

In terms of safety, there are no high crash locations within the study area so no further accident review or evaluation is necessary.



Figure 1
Site Location Map
7 Maclellan Lane
Eliot, Maine



-- PM
 (--) Saturday

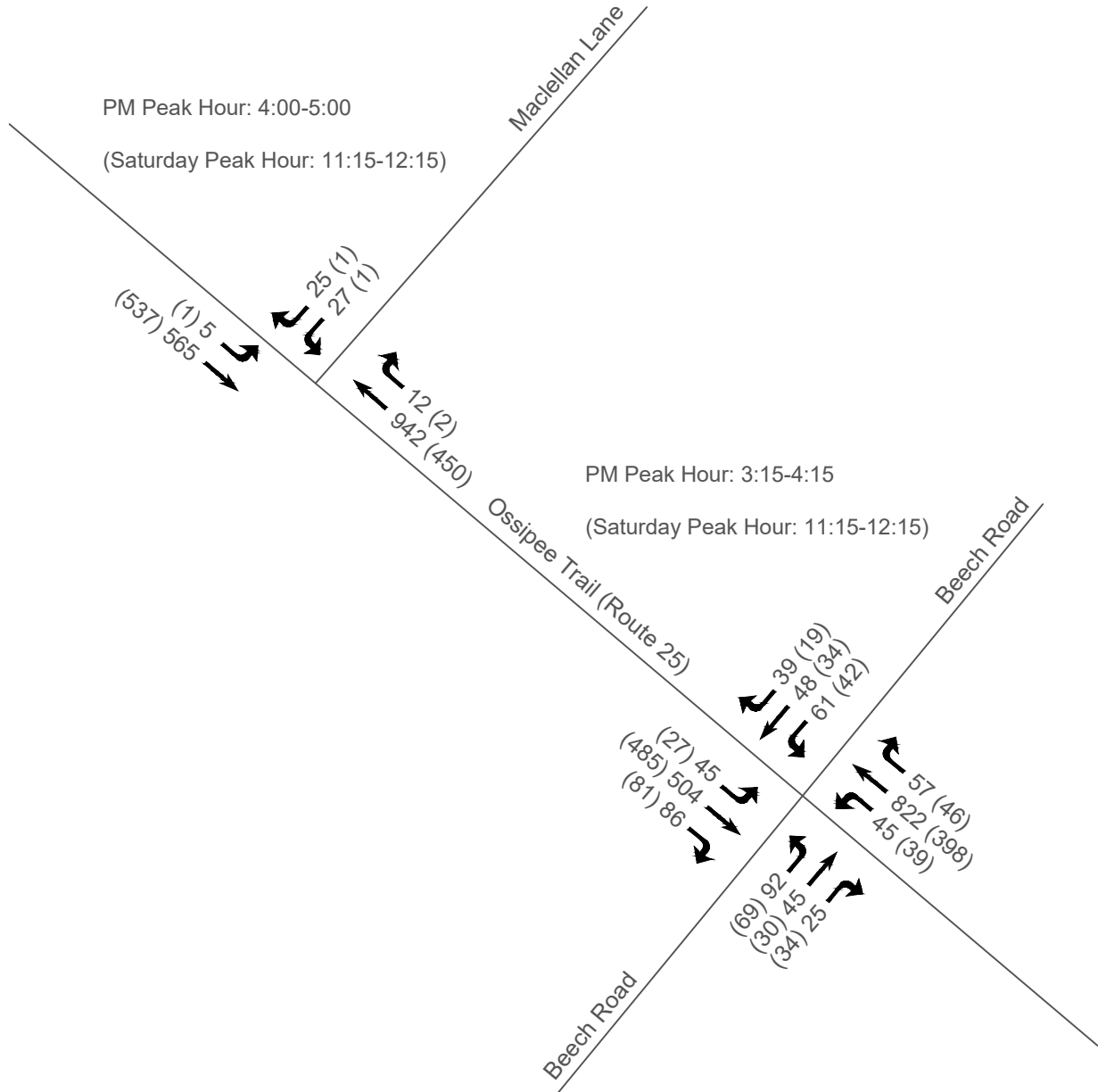


Figure 2

2022 Existing Volumes

7 Maclellan Lane

Eliot, Maine

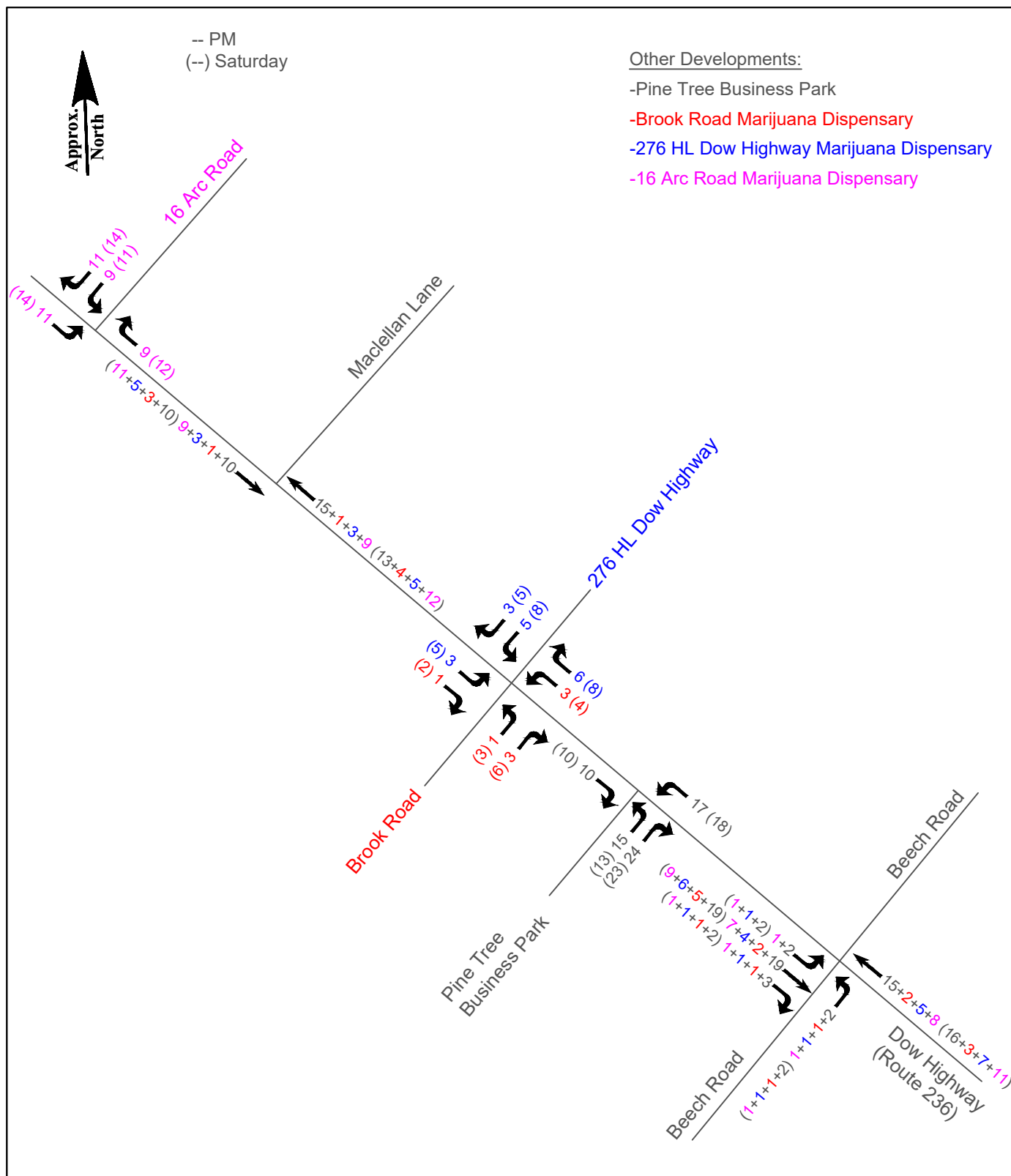


Figure 3

Other Development Volumes

7 Maclellan Lane

Eliot, Maine



-- PM
(--) Saturday

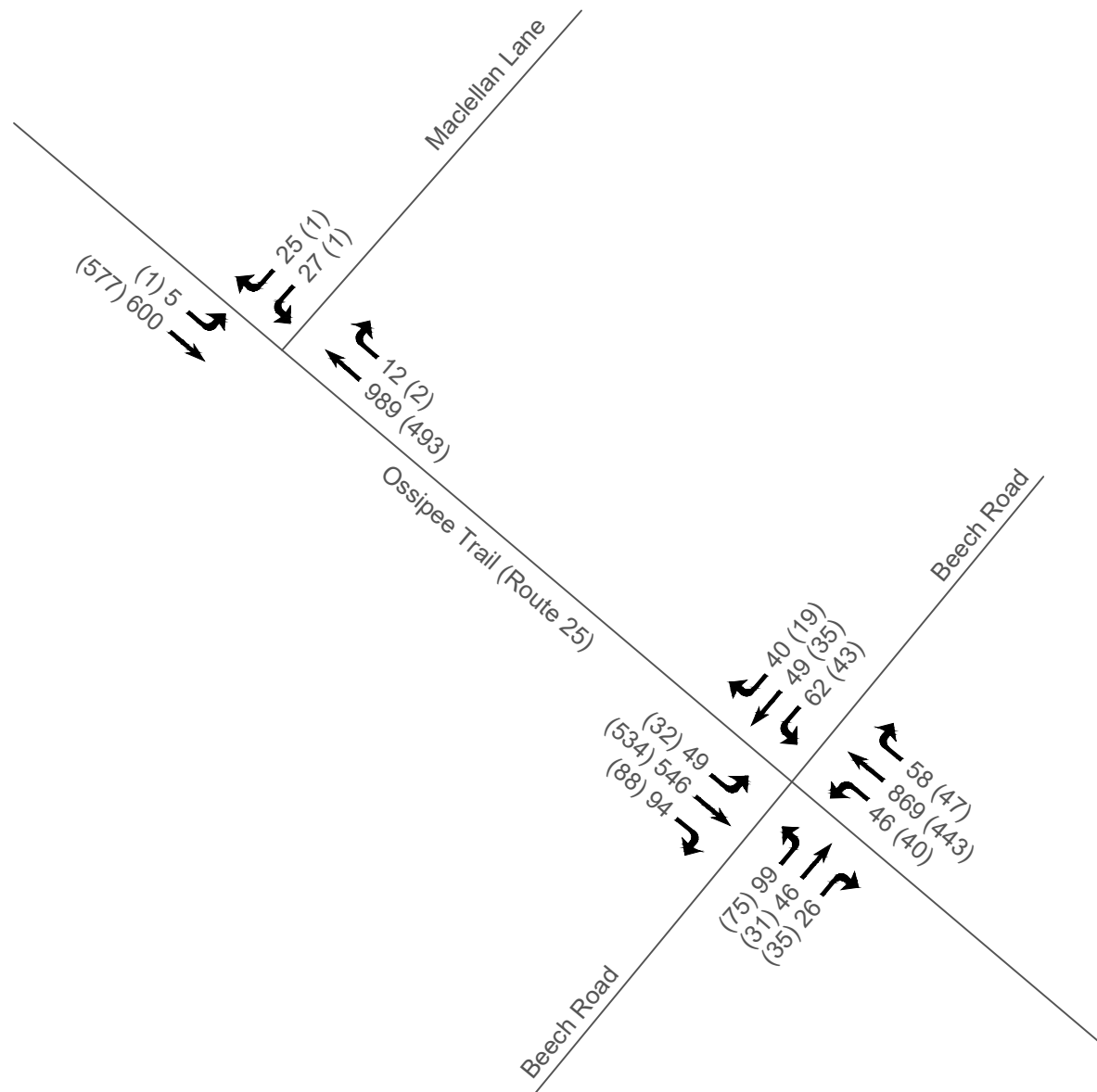


Figure 4

2024 No Build Volumes

7 Maclellan Lane

Eliot, Maine



-- PM
(-- Saturday)

58 Trips Total
27 In
31 Out

(72) Trips Total
(36) In
(36) Out

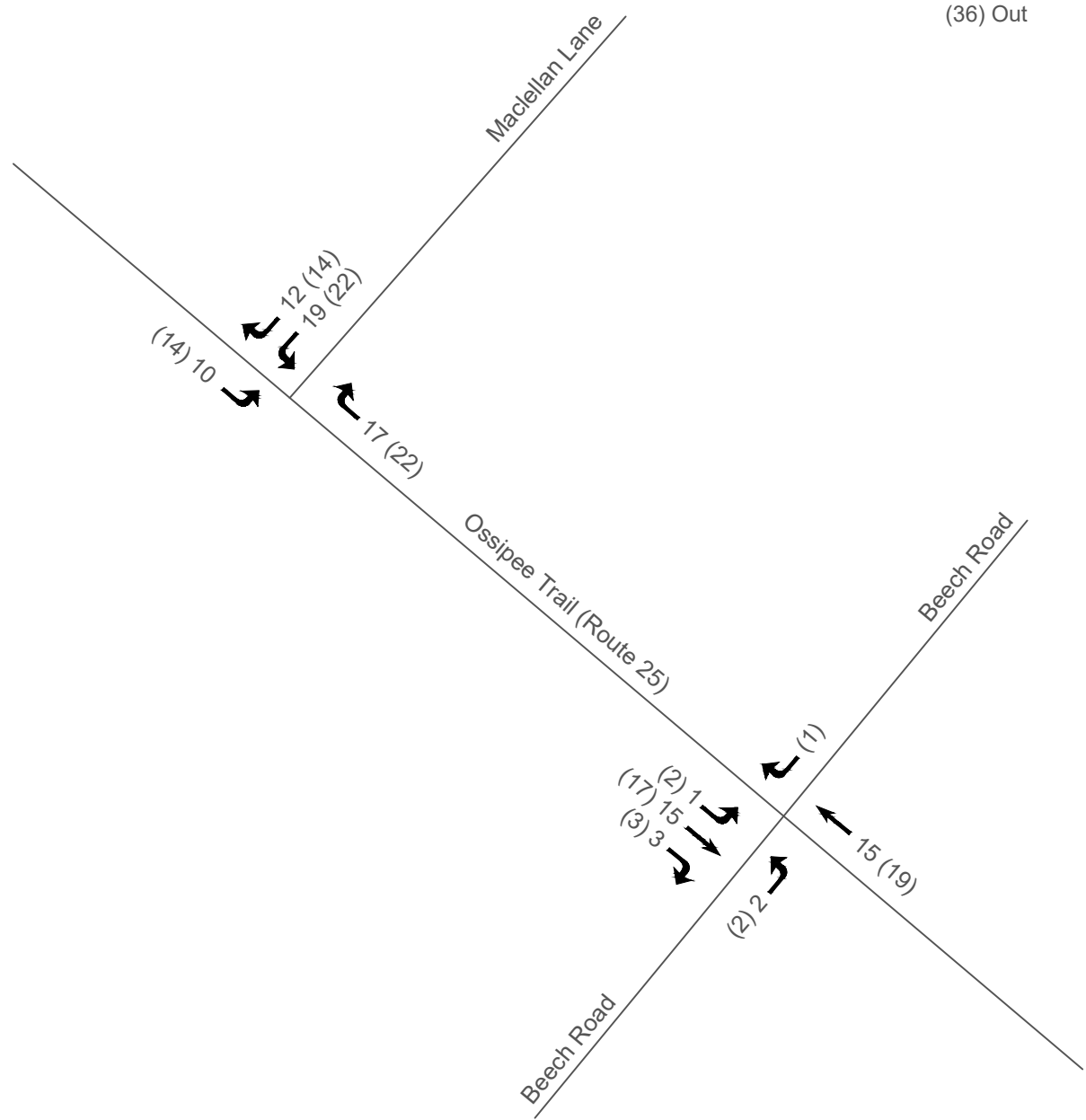


Figure 5

PM & Saturday Trip Assignments

7 Maclellan Lane

Eliot, Maine





-- PM
(--) Saturday

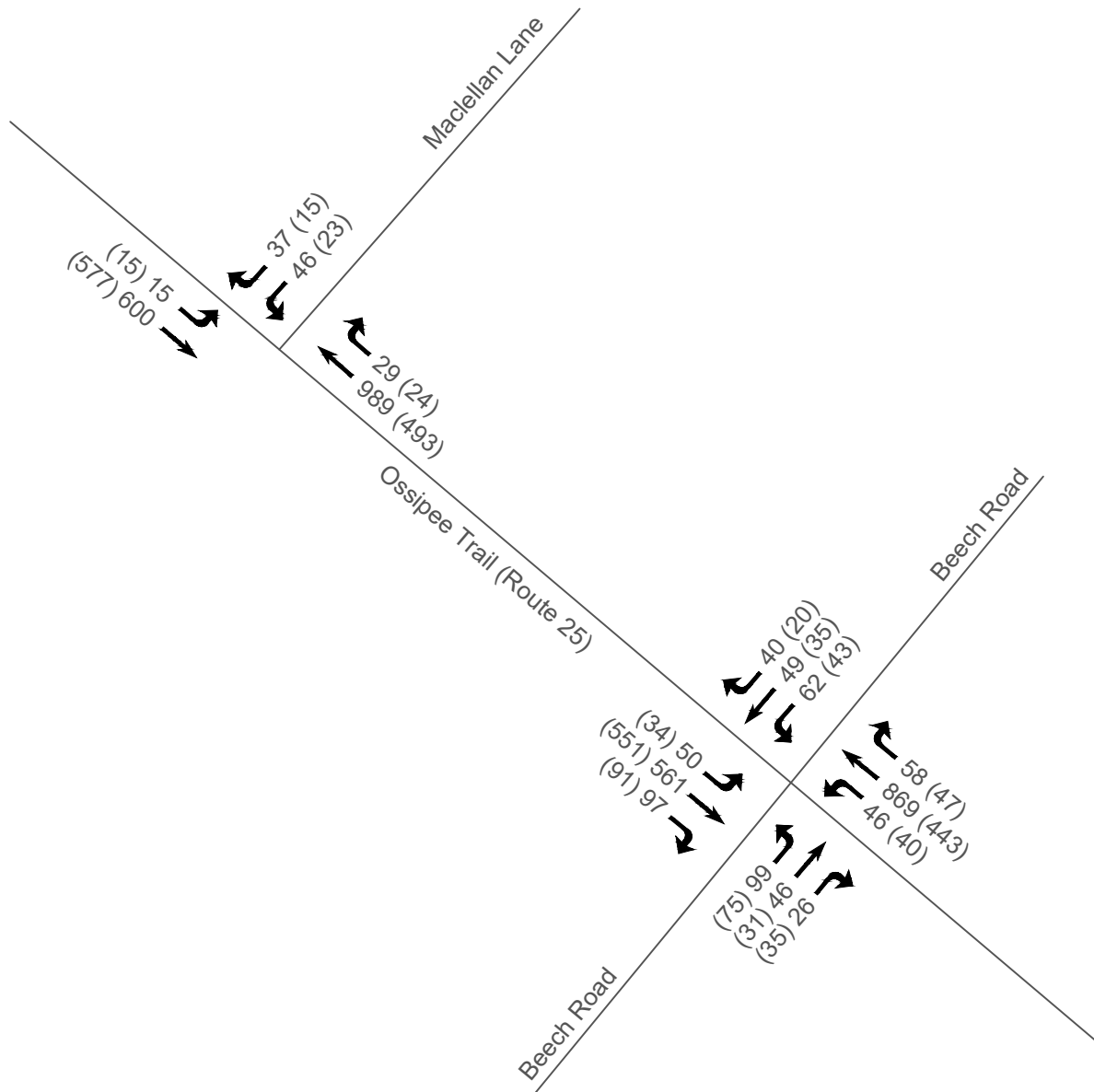


Figure 6

2024 Build Volumes

7 Maclellan Lane

Eliot, Maine

APPENDIX

Turning Movement Counts

Capacity Analysis

Accident Data

Sewall

40 Forest Falls Drive
Yarmouth, ME 04096

TITLE: Route 236 & Maclellan Ln PM
TOWN: Eliot
COUNTER: JM
WEATHER: sun/clouds

File Name : EliotMaclellanPM2022
Site Code : 08243261
Start Date : 8/24/2022
Page No : 1

Group 1

Group 1

Group 1

Group 1

Groups Printed- Passenger Vehicles - Light Trucks - Heavy Trucks

	Route 236 Southbound					Maclellan Lane Westbound					Route 236 Northbound					Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
03:00 PM	0	125	1	0	126	5	0	2	0	7	6	222	0	0	228	0	0	0	0	0	361
03:15 PM	0	124	2	0	126	3	0	2	0	5	5	258	0	0	263	0	0	0	0	0	394
03:30 PM	0	141	1	0	142	4	0	2	0	6	8	211	0	0	219	0	0	0	0	0	367
03:45 PM	0	136	0	0	136	4	0	5	0	9	5	216	0	0	221	0	0	0	0	0	366
Total	0	526	4	0	530	16	0	11	0	27	24	907	0	0	931	0	0	0	0	0	1488
04:00 PM	0	152	3	0	155	9	0	9	0	18	3	243	0	0	246	0	0	0	0	0	419
04:15 PM	0	122	1	0	123	5	0	3	0	8	3	235	0	0	238	0	0	0	0	0	369
04:30 PM	0	143	0	0	143	7	0	12	0	19	3	221	0	0	224	0	0	0	0	0	386
04:45 PM	0	141	1	0	142	4	0	3	0	7	3	232	0	0	235	0	0	0	0	0	384
Total	0	558	5	0	563	25	0	27	0	52	12	931	0	0	943	0	0	0	0	0	1558
05:00 PM	0	124	2	0	126	4	0	1	0	5	1	191	0	0	192	0	0	0	0	0	323
05:15 PM	0	135	1	0	136	4	0	1	0	5	1	206	0	0	207	0	0	0	0	0	348
05:30 PM	0	122	3	0	125	1	0	0	0	1	1	189	0	0	190	0	0	0	0	0	316
05:45 PM	0	134	3	0	137	3	0	0	0	3	0	131	0	0	131	0	0	0	0	0	271
Total	0	515	9	0	524	12	0	2	0	14	3	717	0	0	720	0	0	0	0	0	1258
Grand Total	0	1599	18	0	1617	53	0	40	0	93	39	2555	0	0	2594	0	0	0	0	0	4304
Apprch %	0	98.9	1.1	0		57	0	43	0		1.5	98.5	0	0		0	0	0	0		
Total %	0	37.2	0.4	0	37.6	1.2	0	0.9	0	2.2	0.9	59.4	0	0	60.3	0	0	0	0	0	
Passenger Vehicles	1547										2493										
% Passenger Vehicles	0	96.7	38.9	0	96.1	94.3	0	92.5	0	93.5	35.9	97.6	0	0	96.6	0	0	0	0	0	96.4
Light Trucks																					
% Light Trucks	0	2.5	50	0	3	1.9	0	7.5	0	4.3	64.1	1.9	0	0	2.8	0	0	0	0	0	2.9
Heavy Trucks																					
% Heavy Trucks	0	12	2	0	14	2	0	0	0	2	0	14	0	0	14	0	0	0	0	0	30

Group 1 Seasonal Adjustment Factor: 0.88/ 0.87 = 1.0115

Sewall

40 Forest Falls Drive
Yarmouth, ME 04096

TITLE: Route 236 & Maclellan Ln PM
TOWN: Eliot
COUNTER: JM
WEATHER: sun/clouds

File Name : EliotMaclellanPM2022
Site Code : 08243261
Start Date : 8/24/2022
Page No : 2

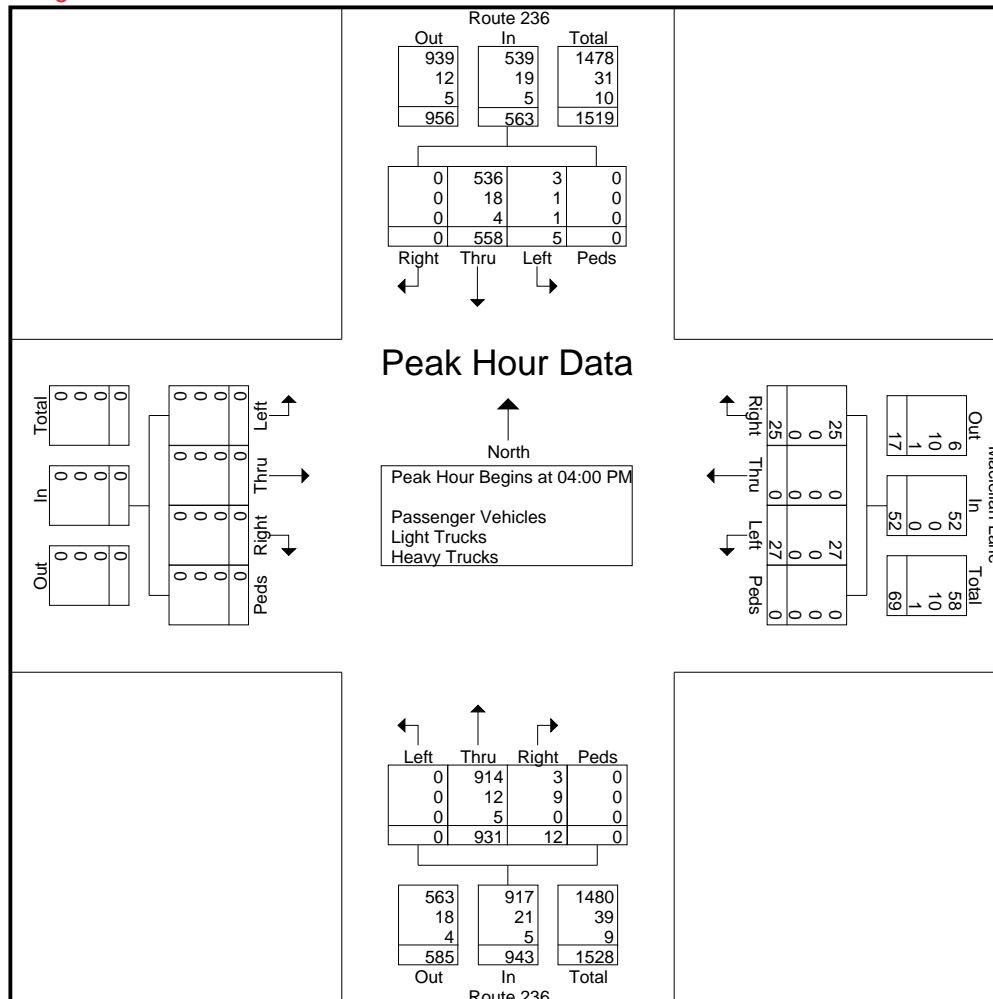
	Route 236 Southbound					Maclellan Lane Westbound					Route 236 Northbound					Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour Analysis From 03:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:00 PM																					
04:00 PM	0	152	3	0	155	9	0	9	0	18	3	243	0	0	246	0	0	0	0	0	419
04:15 PM	0	122	1	0	123	5	0	3	0	8	3	235	0	0	238	0	0	0	0	0	369
04:30 PM	0	143	0	0	143	7	0	12	0	19	3	221	0	0	224	0	0	0	0	0	386
04:45 PM	0	141	1	0	142	4	0	3	0	7	3	232	0	0	235	0	0	0	0	0	384
Total Volume	0	558	5	0	563	25	0	27	0	52	12	931	0	0	943	0	0	0	0	0	1558
% App. Total	0	99.1	0.9	0		48.1	0	51.9	0		1.3	98.7	0	0		0	0	0	0		
PHF	.000	.918	.417	.000	.908	.694	.000	.563	.000	.684	1.00	.958	.000	.000	.958	.000	.000	.000	.000	.000	.930
Passenger Vehicles	0	96.1	60.0	0	95.7	100	0	100	0	100	25.0	98.2	0	0	97.2	0	0	0	0	0	96.8
% Passenger Vehicles	0	3.2	20.0	0	3.4	0	0	0	0	0	75.0	1.3	0	0	2.2	0	0	0	0	0	2.6
Light Trucks	0	4	1	0	5	0	0	0	0	0	0	5	0	0	5	0	0	0	0	0	10
% Light Trucks			20.0																		
Heavy Trucks																					
% Heavy Trucks																					

565 5

25

27

12 942



Sewall

40 Forest Falls Drive
Yarmouth, ME 04096

TITLE: Route 236 & Maclellan Ln
TOWN: Eliot
COUNTER: JM
WEATHER: Sunny

File Name : EliotMaclellanSat
Site Code : 08271122
Start Date : 8/27/2022
Page No : 1

Groups Printed- Passenger Vehicles - Light Trucks - Heavy Trucks

	Route 236 Southbound					Maclellan Lane Westbound					Route 236 Northbound					Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
11:00 AM	0	136	0	0	136	0	0	1	0	1	1	95	0	0	96	0	0	0	0	0	233
11:15 AM	0	121	0	0	121	0	0	1	0	1	1	110	0	0	111	0	0	0	0	0	233
11:30 AM	0	161	0	0	161	0	0	0	0	0	0	112	0	0	112	0	0	0	0	0	273
11:45 AM	0	133	0	0	133	1	0	0	0	1	1	97	0	0	98	0	0	0	0	0	232
Total	0	551	0	0	551	1	0	2	0	3	3	414	0	0	417	0	0	0	0	0	971
12:00 PM	0	116	1	0	117	0	0	0	0	0	0	126	0	0	126	0	0	0	0	0	243
12:15 PM	0	111	0	0	111	0	0	0	0	0	0	105	0	0	105	0	0	0	0	0	216
12:30 PM	0	114	0	0	114	0	0	0	0	0	1	112	0	0	113	0	0	0	0	0	227
12:45 PM	0	98	0	0	98	0	0	0	0	0	1	131	0	0	132	0	0	0	0	0	230
Total	0	439	1	0	440	0	0	0	0	0	2	474	0	0	476	0	0	0	0	0	916
01:00 PM	0	120	0	0	120	0	0	1	0	1	1	121	0	0	122	0	0	0	0	0	243
01:15 PM	0	117	0	0	117	1	0	0	0	1	0	127	0	0	127	0	0	0	0	0	245
01:30 PM	0	133	1	0	134	1	0	2	0	3	0	101	0	0	101	0	0	0	0	0	238
01:45 PM	0	123	0	0	123	0	0	1	0	1	2	115	0	0	117	0	0	0	0	0	241
Total	0	493	1	0	494	2	0	4	0	6	3	464	0	0	467	0	0	0	0	0	967
Grand Total	0	1483	2	0	1485	3	0	6	0	9	8	1352	0	0	1360	0	0	0	0	0	2854
Apprch %	0	99.9	0.1	0		33.3	0	66.7	0		0.6	99.4	0	0		0	0	0	0		
Total %	0	52	0.1	0	52	0.1	0	0.2	0	0.3	0.3	47.4	0	0	47.7	0	0	0	0	0	
Passenger Vehicles	1467										1326										
% Passenger Vehicles	0	98.9	100	0	98.9	100	0	66.7	0	77.8	50	98.1	0	0	97.8	0	0	0	0	0	98.3
Light Trucks																					
% Light Trucks	0	0.9	0	0	0.9	0	0	33.3	0	22.2	50	1.3	0	0	1.6	0	0	0	0	0	1.3
Heavy Trucks	0	3	0	0	3	0	0	0	0	0	0	8	0	0	8	0	0	0	0	0	11
% Heavy Trucks																					

Group 1 Seasonal Adjustment Factor: 0.88/ 0.87 = 1.0115

Sewall

40 Forest Falls Drive
Yarmouth, ME 04096

TITLE: Route 236 & Maclellan Ln
TOWN: Eliot
COUNTER: JM
WEATHER: Sunny

File Name : EliotMaclellanSat
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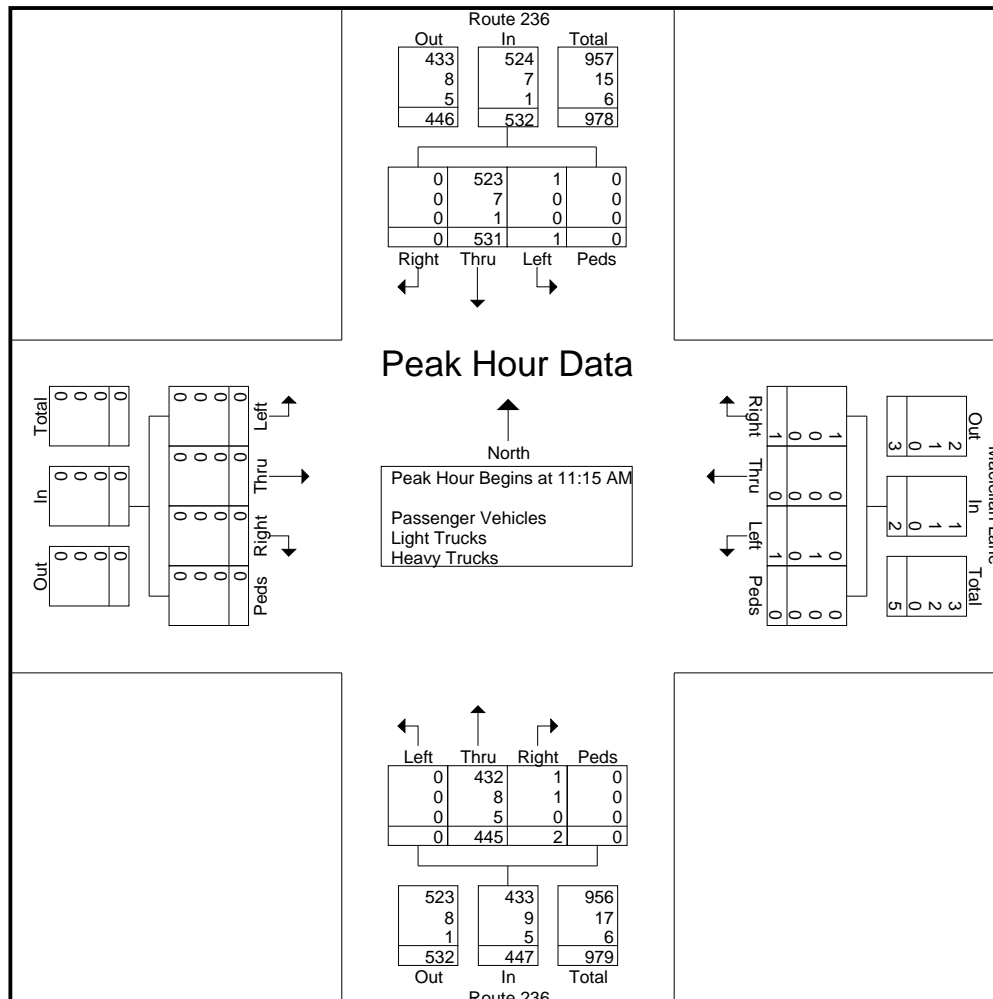
	Route 236 Southbound					Maclellan Lane Westbound					Route 236 Northbound					Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour Analysis From 11:00 AM to 01:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 11:15 AM																					
11:15 AM	0	121	0	0	121	0	0	1	0	1	1	110	0	0	111	0	0	0	0	0	233
11:30 AM	0	161	0	0	161	0	0	0	0	0	0	112	0	0	112	0	0	0	0	0	273
11:45 AM	0	133	0	0	133	1	0	0	0	1	1	97	0	0	98	0	0	0	0	0	232
12:00 PM	0	116	1	0	117	0	0	0	0	0	0	126	0	0	126	0	0	0	0	0	243
Total Volume	0	531	1	0	532	1	0	1	0	2	2	445	0	0	447	0	0	0	0	0	981
% App. Total	0	99.8	0.2	0		50	0	50	0		0.4	99.6	0	0		0	0	0	0		
PHF	.000	.825	.250	.000	.826	.250	.000	.250	.000	.500	.500	.883	.000	.000	.887	.000	.000	.000	.000	.000	.898
Passenger Vehicles	0	98.5	100	0	98.5	100	0	0	0	50.0	50.0	97.1	0	0	96.9	0	0	0	0	0	97.7
% Passenger Vehicles																					
Light Trucks	0	1.3	0	0	1.3	0	0	100	0	50.0	50.0	1.8	0	0	2.0	0	0	0	0	0	1.7
% Light Trucks																					
Heavy Trucks	0	1	0	0	1	0	0	0	0	0	0	5	0	0	5	0	0	0	0	0	6
% Heavy Trucks																					

537 1

1

1

2 450



Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:57	6:57	6:57	6:57	6:57	6:57
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	63	63	63	63	63	63
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	2121	2062	2026	2072	2061	2070
Vehs Exited	2125	2032	2004	2081	2033	2054
Starting Vehs	84	82	87	105	96	93
Ending Vehs	80	112	109	96	124	102
Travel Distance (mi)	3457	3343	3280	3384	3319	3357
Travel Time (hr)	98.1	95.4	92.9	95.3	93.6	95.1
Total Delay (hr)	17.4	17.2	16.2	16.6	16.0	16.7
Total Stops	999	993	966	928	939	966
Fuel Used (gal)	99.7	96.7	94.4	97.7	95.2	96.8

Interval #0 Information Seeding

Start Time	6:57
End Time	7:00
Total Time (min)	3
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Record

Start Time	7:00
End Time	8:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	2121	2062	2026	2072	2061	2070
Vehs Exited	2125	2032	2004	2081	2033	2054
Starting Vehs	84	82	87	105	96	93
Ending Vehs	80	112	109	96	124	102
Travel Distance (mi)	3457	3343	3280	3384	3319	3357
Travel Time (hr)	98.1	95.4	92.9	95.3	93.6	95.1
Total Delay (hr)	17.4	17.2	16.2	16.6	16.0	16.7
Total Stops	999	993	966	928	939	966
Fuel Used (gal)	99.7	96.7	94.4	97.7	95.2	96.8

3: Beech Road & Route 236 Performance by lane

Lane	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB	All
Movements Served	L	T	TR	L	T	TR	LT	R	LT	R	
Denied Del/Veh (s)											0.2
Total Del/Veh (s)	46.8	9.6	10.2	43.5	14.3	12.0	36.6	4.1	34.0	4.9	16.1

6: Route 236 & Maclellan Lane Performance by lane

Lane	EB	WB	SB	All
Movements Served	LT	TR	LR	
Denied Del/Veh (s)				0.2
Total Del/Veh (s)	3.1	3.0	19.9	3.5

Total Network Performance

Denied Del/Veh (s)	0.4
Total Del/Veh (s)	27.5

Queuing and Blocking Report
2024 PM No Build

09/12/2022

Intersection: 3: Beech Road & Route 236

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB
Directions Served	L	T	TR	L	T	TR	LT	R	LT	R
Maximum Queue (ft)	92	142	166	123	242	208	209	104	147	85
Average Queue (ft)	35	61	74	32	132	83	97	21	66	25
95th Queue (ft)	79	123	145	83	224	173	165	75	123	64
Link Distance (ft)		1664	1664		3302	3302	2142		1730	
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	175			200				100		100
Storage Blk Time (%)		0		0	1		10	0	4	0
Queuing Penalty (veh)		0		0	1		3	0	2	0

Intersection: 6: Route 236 & Maclellan Lane

Movement	EB	SB
Directions Served	LT	LR
Maximum Queue (ft)	71	83
Average Queue (ft)	7	34
95th Queue (ft)	43	69
Link Distance (ft)	3253	1223
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 5

Intersection: 3: Beech Road & Route 236

Phase	1	2	4	5	6	8
Movement(s) Served	WBL	EBT	SBTL	EBL	WBT	NBTL
Maximum Green (s)	6.5	44.5	22.5	6.5	44.5	22.5
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Recall	None	C-Min	None	None	C-Min	None
Avg. Green (s)	7.3	54.5	17.7	7.6	54.5	17.7
g/C Ratio	-0.01	NA	NA	-0.01	NA	NA
Cycles Skipped (%)	36	0	0	33	0	0
Cycles @ Minimum (%)	0	0	0	0	0	0
Cycles Maxed Out (%)	3	100	5	0	100	5
Cycles with Peds (%)	0	0	0	0	0	0

Controller Summary

Average Cycle Length (s): NA
Number of Complete Cycles : 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:57	6:57	6:57	6:57	6:57	6:57
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	63	63	63	63	63	63
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	2121	2062	2026	2072	2061	2070
Vehs Exited	2125	2032	2004	2081	2033	2054
Starting Vehs	84	82	87	105	96	93
Ending Vehs	80	112	109	96	124	102
Travel Distance (mi)	3457	3343	3280	3384	3319	3357
Travel Time (hr)	98.1	95.4	92.9	95.3	93.6	95.1
Total Delay (hr)	17.4	17.2	16.2	16.6	16.0	16.7
Total Stops	999	993	966	928	939	966
Fuel Used (gal)	99.7	96.7	94.4	97.7	95.2	96.8

Interval #0 Information Seeding

Start Time	6:57
End Time	7:00
Total Time (min)	3
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Record

Start Time	7:00
End Time	8:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	2121	2062	2026	2072	2061	2070
Vehs Exited	2125	2032	2004	2081	2033	2054
Starting Vehs	84	82	87	105	96	93
Ending Vehs	80	112	109	96	124	102
Travel Distance (mi)	3457	3343	3280	3384	3319	3357
Travel Time (hr)	98.1	95.4	92.9	95.3	93.6	95.1
Total Delay (hr)	17.4	17.2	16.2	16.6	16.0	16.7
Total Stops	999	993	966	928	939	966
Fuel Used (gal)	99.7	96.7	94.4	97.7	95.2	96.8

3: Beech Road & Route 236 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.2	0.4	0.8	0.2
Total Del/Veh (s)	12.4	14.7	32.0	26.0	16.1

6: Route 236 & Maclellan Lane Performance by approach

Approach	EB	WB	SB	All
Denied Del/Veh (s)	0.5	0.0	0.1	0.2
Total Del/Veh (s)	3.1	3.0	19.9	3.5

Total Network Performance

Denied Del/Veh (s)	0.4
Total Del/Veh (s)	27.5

Queuing and Blocking Report
2024 PM No Build

09/12/2022

Intersection: 3: Beech Road & Route 236

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB
Directions Served	L	T	TR	L	T	TR	LT	R	LT	R
Maximum Queue (ft)	92	142	166	123	242	208	209	104	147	85
Average Queue (ft)	35	61	74	32	132	83	97	21	66	25
95th Queue (ft)	79	123	145	83	224	173	165	75	123	64
Link Distance (ft)		1664	1664		3302	3302	2142		1730	
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	175			200				100		100
Storage Blk Time (%)		0		0	1		10	0	4	0
Queuing Penalty (veh)		0		0	1		3	0	2	0

Intersection: 6: Route 236 & Maclellan Lane

Movement	EB	SB
Directions Served	LT	LR
Maximum Queue (ft)	71	83
Average Queue (ft)	7	34
95th Queue (ft)	43	69
Link Distance (ft)	3253	1223
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 5

Intersection: 3: Beech Road & Route 236

Phase	1	2	4	5	6	8
Movement(s) Served	WBL	EBT	SBTL	EBL	WBT	NBTL
Maximum Green (s)	6.5	44.5	22.5	6.5	44.5	22.5
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Recall	None	C-Min	None	None	C-Min	None
Avg. Green (s)	7.3	54.5	17.7	7.6	54.5	17.7
g/C Ratio	-0.01	NA	NA	-0.01	NA	NA
Cycles Skipped (%)	36	0	0	33	0	0
Cycles @ Minimum (%)	0	0	0	0	0	0
Cycles Maxed Out (%)	3	100	5	0	100	5
Cycles with Peds (%)	0	0	0	0	0	0

Controller Summary

Average Cycle Length (s): NA
Number of Complete Cycles : 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:57	6:57	6:57	6:57	6:57	6:57
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	63	63	63	63	63	63
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	2131	2112	2090	2067	2097	2101
Vehs Exited	2131	2082	2092	2086	2103	2099
Starting Vehs	109	60	106	99	95	94
Ending Vehs	109	90	104	80	89	95
Travel Distance (mi)	3431	3368	3363	3327	3354	3369
Travel Time (hr)	98.7	95.9	97.6	94.9	96.1	96.6
Total Delay (hr)	18.5	17.1	18.7	16.9	17.6	17.8
Total Stops	1055	1009	1057	990	1014	1024
Fuel Used (gal)	100.4	97.8	99.0	96.8	97.3	98.2

Interval #0 Information Seeding

Start Time	6:57
End Time	7:00
Total Time (min)	3
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Record

Start Time	7:00
End Time	8:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	2131	2112	2090	2067	2097	2101
Vehs Exited	2131	2082	2092	2086	2103	2099
Starting Vehs	109	60	106	99	95	94
Ending Vehs	109	90	104	80	89	95
Travel Distance (mi)	3431	3368	3363	3327	3354	3369
Travel Time (hr)	98.7	95.9	97.6	94.9	96.1	96.6
Total Delay (hr)	18.5	17.1	18.7	16.9	17.6	17.8
Total Stops	1055	1009	1057	990	1014	1024
Fuel Used (gal)	100.4	97.8	99.0	96.8	97.3	98.2

3: Beech Road & Route 236 Performance by lane

Lane	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB	All
Movements Served	L	T	TR	L	T	TR	LT	R	LT	R	
Denied Del/Veh (s)											0.2
Total Del/Veh (s)	44.7	9.2	9.7	46.0	14.3	11.9	37.9	4.6	37.1	5.6	16.4

6: Route 236 & Maclellan Lane Performance by lane

Lane	EB	WB	SB	All
Movements Served	LT	TR	LR	
Denied Del/Veh (s)				0.2
Total Del/Veh (s)	4.0	3.6	31.4	5.1

Total Network Performance

Denied Del/Veh (s)	0.4
Total Del/Veh (s)	28.8

Intersection: 3: Beech Road & Route 236

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB
Directions Served	L	T	TR	L	T	TR	LT	R	LT	R
Maximum Queue (ft)	117	154	161	90	241	203	181	122	152	106
Average Queue (ft)	40	61	71	33	134	82	94	27	71	26
95th Queue (ft)	85	122	131	74	227	180	160	87	123	68
Link Distance (ft)		1664	1664		3302	3302	2142		1730	
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	175			200				100		100
Storage Blk Time (%)		0			1		12	0	4	0
Queuing Penalty (veh)		0			1		3	0	2	0

Intersection: 6: Route 236 & Maclellan Lane

Movement	EB	WB	SB
Directions Served	LT	TR	LR
Maximum Queue (ft)	219	4	143
Average Queue (ft)	23	0	55
95th Queue (ft)	111	3	109
Link Distance (ft)	3253	1371	1223
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Network Summary

Network wide Queuing Penalty: 6

Intersection: 3: Beech Road & Route 236

Phase	1	2	4	5	6	8
Movement(s) Served	WBL	EBT	SBTL	EBL	WBT	NBTL
Maximum Green (s)	6.5	44.5	22.5	6.5	44.5	22.5
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Recall	None	C-Min	None	None	C-Min	None
Avg. Green (s)	7.5	55.0	17.1	8.2	54.5	17.1
g/C Ratio	-0.01	NA	NA	-0.01	NA	NA
Cycles Skipped (%)	36	0	0	37	0	0
Cycles @ Minimum (%)	0	0	0	0	0	0
Cycles Maxed Out (%)	0	100	0	0	100	0
Cycles with Peds (%)	0	0	0	0	0	0

Controller Summary

Average Cycle Length (s): NA

Number of Complete Cycles : 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:57	6:57	6:57	6:57	6:57	6:57
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	63	63	63	63	63	63
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	2131	2112	2090	2067	2097	2101
Vehs Exited	2131	2082	2092	2086	2103	2099
Starting Vehs	109	60	106	99	95	94
Ending Vehs	109	90	104	80	89	95
Travel Distance (mi)	3431	3368	3363	3327	3354	3369
Travel Time (hr)	98.7	95.9	97.6	94.9	96.1	96.6
Total Delay (hr)	18.5	17.1	18.7	16.9	17.6	17.8
Total Stops	1055	1009	1057	990	1014	1024
Fuel Used (gal)	100.4	97.8	99.0	96.8	97.3	98.2

Interval #0 Information Seeding

Start Time	6:57
End Time	7:00
Total Time (min)	3
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Record

Start Time	7:00
End Time	8:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	2131	2112	2090	2067	2097	2101
Vehs Exited	2131	2082	2092	2086	2103	2099
Starting Vehs	109	60	106	99	95	94
Ending Vehs	109	90	104	80	89	95
Travel Distance (mi)	3431	3368	3363	3327	3354	3369
Travel Time (hr)	98.7	95.9	97.6	94.9	96.1	96.6
Total Delay (hr)	18.5	17.1	18.7	16.9	17.6	17.8
Total Stops	1055	1009	1057	990	1014	1024
Fuel Used (gal)	100.4	97.8	99.0	96.8	97.3	98.2

3: Beech Road & Route 236 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.0	0.2	0.4	0.9	0.2
Total Del/Veh (s)	11.9	14.9	32.8	28.3	16.4

6: Route 236 & Maclellan Lane Performance by approach

Approach	EB	WB	SB	All
Denied Del/Veh (s)	0.5	0.0	0.1	0.2
Total Del/Veh (s)	4.0	3.6	31.4	5.1

Total Network Performance

Denied Del/Veh (s)	0.4
Total Del/Veh (s)	28.8

Intersection: 3: Beech Road & Route 236

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB
Directions Served	L	T	TR	L	T	TR	LT	R	LT	R
Maximum Queue (ft)	117	154	161	90	241	203	181	122	152	106
Average Queue (ft)	40	61	71	33	134	82	94	27	71	26
95th Queue (ft)	85	122	131	74	227	180	160	87	123	68
Link Distance (ft)		1664	1664		3302	3302	2142		1730	
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	175			200				100		100
Storage Blk Time (%)		0			1		12	0	4	0
Queuing Penalty (veh)		0			1		3	0	2	0

Intersection: 6: Route 236 & Maclellan Lane

Movement	EB	WB	SB
Directions Served	LT	TR	LR
Maximum Queue (ft)	219	4	143
Average Queue (ft)	23	0	55
95th Queue (ft)	111	3	109
Link Distance (ft)	3253	1371	1223
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Network Summary

Network wide Queuing Penalty: 6

Intersection: 3: Beech Road & Route 236

Phase	1	2	4	5	6	8
Movement(s) Served	WBL	EBT	SBTL	EBL	WBT	NBTL
Maximum Green (s)	6.5	44.5	22.5	6.5	44.5	22.5
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Recall	None	C-Min	None	None	C-Min	None
Avg. Green (s)	7.5	55.0	17.1	8.2	54.5	17.1
g/C Ratio	-0.01	NA	NA	-0.01	NA	NA
Cycles Skipped (%)	36	0	0	37	0	0
Cycles @ Minimum (%)	0	0	0	0	0	0
Cycles Maxed Out (%)	0	100	0	0	100	0
Cycles with Peds (%)	0	0	0	0	0	0

Controller Summary

Average Cycle Length (s): NA
Number of Complete Cycles : 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:57	6:57	6:57	6:57	6:57	6:57
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	63	63	63	63	63	63
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1430	1473	1449	1425	1426	1440
Vehs Exited	1442	1463	1446	1434	1414	1440
Starting Vehs	64	57	55	57	53	58
Ending Vehs	52	67	58	48	65	57
Travel Distance (mi)	2220	2276	2262	2195	2182	2227
Travel Time (hr)	59.4	60.3	60.2	58.0	58.6	59.3
Total Delay (hr)	7.5	7.6	7.6	6.9	7.1	7.3
Total Stops	554	579	585	530	597	566
Fuel Used (gal)	61.6	64.1	62.9	60.7	60.6	62.0

Interval #0 Information Seeding

Start Time	6:57
End Time	7:00
Total Time (min)	3
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Off-Peak

Start Time	7:00					
End Time	8:00					
Total Time (min)	60					
Volumes adjusted by Growth Factors.						
Run Number	1	2	3	4	5	Avg
Vehs Entered	1430	1473	1449	1425	1426	1440
Vehs Exited	1442	1463	1446	1434	1414	1440
Starting Vehs	64	57	55	57	53	58
Ending Vehs	52	67	58	48	65	57
Travel Distance (mi)	2220	2276	2262	2195	2182	2227
Travel Time (hr)	59.4	60.3	60.2	58.0	58.6	59.3
Total Delay (hr)	7.5	7.6	7.6	6.9	7.1	7.3
Total Stops	554	579	585	530	597	566
Fuel Used (gal)	61.6	64.1	62.9	60.7	60.6	62.0

3: Beech Road & Route 236 Performance by lane

Lane	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB	All
Movements Served	L	T	TR	L	T	TR	LT	R	LT	R	
Denied Del/Veh (s)											0.2
Total Del/Veh (s)	35.2	7.0	7.8	32.7	7.3	6.7	31.8	4.1	29.9	3.1	11.5

6: Route 236 & Maclellan Lane Performance by lane

Lane	EB	WB	SB	All
Movements Served	LT	TR	LR	
Denied Del/Veh (s)				0.2
Total Del/Veh (s)	2.5	1.3	4.7	1.9

Total Network Performance

Denied Del/Veh (s)	0.4
Total Del/Veh (s)	17.3

Intersection: 3: Beech Road & Route 236

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB
Directions Served	L	T	TR	L	T	TR	LT	R	LT	R
Maximum Queue (ft)	70	112	128	75	143	87	160	108	103	40
Average Queue (ft)	21	46	55	28	51	23	64	23	48	13
95th Queue (ft)	53	94	106	61	108	60	125	64	89	38
Link Distance (ft)		1673	1673		3302	3302	2142		1730	
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	175			200				100		100
Storage Blk Time (%)							4	0	1	
Queuing Penalty (veh)							1	0	0	

Intersection: 6: Route 236 & Maclellan Lane

Movement	EB	SB
Directions Served	LT	LR
Maximum Queue (ft)	11	12
Average Queue (ft)	0	1
95th Queue (ft)	5	8
Link Distance (ft)	3253	1223
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 2

Intersection: 3: Beech Road & Route 236

Phase	1	2	4	5	6	8
Movement(s) Served	WBL	EBT	SBTL	EBL	WBT	NBTL
Maximum Green (s)	6.5	29.5	22.5	6.5	29.5	22.5
Minimum Green (s)	5.0	10.0	5.0	5.0	10.0	5.0
Recall	None	C-Min	None	None	C-Min	None
Avg. Green (s)	7.0	48.1	12.9	6.7	51.3	12.9
g/C Ratio	-0.01	-0.01	-0.01	-0.01	-0.01	-0.01
Cycles Skipped (%)	43	2	9	55	6	9
Cycles @ Minimum (%)	0	0	0	0	0	0
Cycles Maxed Out (%)	0	98	0	0	94	0
Cycles with Peds (%)	0	0	0	0	0	0

Controller Summary

Average Cycle Length (s): NA

Number of Complete Cycles : 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:57	6:57	6:57	6:57	6:57	6:57
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	63	63	63	63	63	63
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1430	1473	1449	1425	1426	1440
Vehs Exited	1442	1463	1446	1434	1414	1440
Starting Vehs	64	57	55	57	53	58
Ending Vehs	52	67	58	48	65	57
Travel Distance (mi)	2220	2276	2262	2195	2182	2227
Travel Time (hr)	59.4	60.3	60.2	58.0	58.6	59.3
Total Delay (hr)	7.5	7.6	7.6	6.9	7.1	7.3
Total Stops	554	579	585	530	597	566
Fuel Used (gal)	61.6	64.1	62.9	60.7	60.6	62.0

Interval #0 Information Seeding

Start Time	6:57
End Time	7:00
Total Time (min)	3
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Off-Peak

Start Time	7:00					
End Time	8:00					
Total Time (min)	60					
Volumes adjusted by Growth Factors.						
Run Number	1	2	3	4	5	Avg
Vehs Entered	1430	1473	1449	1425	1426	1440
Vehs Exited	1442	1463	1446	1434	1414	1440
Starting Vehs	64	57	55	57	53	58
Ending Vehs	52	67	58	48	65	57
Travel Distance (mi)	2220	2276	2262	2195	2182	2227
Travel Time (hr)	59.4	60.3	60.2	58.0	58.6	59.3
Total Delay (hr)	7.5	7.6	7.6	6.9	7.1	7.3
Total Stops	554	579	585	530	597	566
Fuel Used (gal)	61.6	64.1	62.9	60.7	60.6	62.0

3: Beech Road & Route 236 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.2	0.6	0.6	0.2
Total Del/Veh (s)	8.7	9.2	24.7	24.3	11.5

6: Route 236 & Maclellan Lane Performance by approach

Approach	EB	WB	SB	All
Denied Del/Veh (s)	0.4	0.0		0.2
Total Del/Veh (s)	2.5	1.3		1.9

Total Network Performance

Denied Del/Veh (s)		0.4
Total Del/Veh (s)		17.3

Intersection: 3: Beech Road & Route 236

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB
Directions Served	L	T	TR	L	T	TR	LT	R	LT	R
Maximum Queue (ft)	70	112	128	75	143	87	160	108	103	40
Average Queue (ft)	21	46	55	28	51	23	64	23	48	13
95th Queue (ft)	53	94	106	61	108	60	125	64	89	38
Link Distance (ft)		1673	1673		3302	3302	2142		1730	
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	175			200				100		100
Storage Blk Time (%)							4	0	1	
Queuing Penalty (veh)							1	0	0	

Intersection: 6: Route 236 & Maclellan Lane

Movement	EB	SB
Directions Served	LT	LR
Maximum Queue (ft)	11	12
Average Queue (ft)	0	1
95th Queue (ft)	5	8
Link Distance (ft)	3253	1223
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 2

Intersection: 3: Beech Road & Route 236

Phase	1	2	4	5	6	8
Movement(s) Served	WBL	EBT	SBTL	EBL	WBT	NBTL
Maximum Green (s)	6.5	29.5	22.5	6.5	29.5	22.5
Minimum Green (s)	5.0	10.0	5.0	5.0	10.0	5.0
Recall	None	C-Min	None	None	C-Min	None
Avg. Green (s)	7.0	48.1	12.9	6.7	51.3	12.9
g/C Ratio	-0.01	-0.01	-0.01	-0.01	-0.01	-0.01
Cycles Skipped (%)	43	2	9	55	6	9
Cycles @ Minimum (%)	0	0	0	0	0	0
Cycles Maxed Out (%)	0	98	0	0	94	0
Cycles with Peds (%)	0	0	0	0	0	0

Controller Summary

Average Cycle Length (s): NA

Number of Complete Cycles : 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:57	6:57	6:57	6:57	6:57	6:57
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	63	63	63	63	63	63
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	2006	2071	2042	2054	2046	2044
Vehs Exited	2018	2077	2037	2056	2060	2050
Starting Vehs	84	70	73	79	83	76
Ending Vehs	72	64	78	77	69	71
Travel Distance (mi)	2846	2913	2874	2897	2858	2878
Travel Time (hr)	79.3	82.8	80.5	82.2	82.3	81.4
Total Delay (hr)	12.7	14.3	13.0	14.2	14.9	13.8
Total Stops	898	1000	959	965	1068	977
Fuel Used (gal)	83.8	85.7	84.1	85.2	84.5	84.7

Interval #0 Information Seeding

Start Time	6:57
End Time	7:00
Total Time (min)	3
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Off-Peak

Start Time	7:00
End Time	8:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	2006	2071	2042	2054	2046	2044
Vehs Exited	2018	2077	2037	2056	2060	2050
Starting Vehs	84	70	73	79	83	76
Ending Vehs	72	64	78	77	69	71
Travel Distance (mi)	2846	2913	2874	2897	2858	2878
Travel Time (hr)	79.3	82.8	80.5	82.2	82.3	81.4
Total Delay (hr)	12.7	14.3	13.0	14.2	14.9	13.8
Total Stops	898	1000	959	965	1068	977
Fuel Used (gal)	83.8	85.7	84.1	85.2	84.5	84.7

3: Beech Road & Route 236 Performance by lane

Lane	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB	All
Movements Served	L	T	TR	L	T	TR	LT	R	LT	R	
Denied Del/Veh (s)											0.2
Total Del/Veh (s)	37.4	9.3	9.7	39.3	15.1	11.7	31.9	3.6	26.9	5.0	15.3

6: Route 236 & Maclellan Lane Performance by lane

Lane	EB	WB	SB	All
Movements Served	LT	TR	LR	
Denied Del/Veh (s)				0.2
Total Del/Veh (s)	3.0	1.5	9.2	2.2

Total Network Performance

Denied Del/Veh (s)	0.4
Total Del/Veh (s)	23.1

Intersection: 3: Beech Road & Route 236

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB
Directions Served	L	T	TR	L	T	TR	LT	R	LT	R
Maximum Queue (ft)	80	117	150	89	242	171	161	124	140	80
Average Queue (ft)	33	55	68	31	126	73	85	19	58	21
95th Queue (ft)	70	103	120	69	214	145	148	66	109	55
Link Distance (ft)		1673	1673		3302	3302	2142		1730	
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	175			200				100		100
Storage Blk Time (%)					1		8	0	2	
Queuing Penalty (veh)					0		2	0	1	

Intersection: 6: Route 236 & Maclellan Lane

Movement	EB	SB
Directions Served	LT	LR
Maximum Queue (ft)	66	52
Average Queue (ft)	8	25
95th Queue (ft)	37	51
Link Distance (ft)	3253	1223
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 3

Intersection: 3: Beech Road & Route 236

Phase	1	2	4	5	6	8
Movement(s) Served	WBL	EBT	SBTL	EBL	WBT	NBTL
Maximum Green (s)	6.5	29.5	22.5	6.5	29.5	22.5
Minimum Green (s)	5.0	10.0	5.0	5.0	10.0	5.0
Recall	None	C-Min	None	None	C-Min	None
Avg. Green (s)	7.2	43.4	15.2	7.2	42.8	15.2
g/C Ratio	-0.01	-0.01	-0.01	-0.01	NA	-0.01
Cycles Skipped (%)	41	2	2	38	0	2
Cycles @ Minimum (%)	0	0	0	0	0	0
Cycles Maxed Out (%)	2	98	6	4	100	6
Cycles with Peds (%)	0	0	0	0	0	0

Controller Summary

Average Cycle Length (s): NA

Number of Complete Cycles : 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:57	6:57	6:57	6:57	6:57	6:57
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	63	63	63	63	63	63
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	2006	2071	2042	2054	2046	2044
Vehs Exited	2018	2077	2037	2056	2060	2050
Starting Vehs	84	70	73	79	83	76
Ending Vehs	72	64	78	77	69	71
Travel Distance (mi)	2846	2913	2874	2897	2858	2878
Travel Time (hr)	79.3	82.8	80.5	82.2	82.3	81.4
Total Delay (hr)	12.7	14.3	13.0	14.2	14.9	13.8
Total Stops	898	1000	959	965	1068	977
Fuel Used (gal)	83.8	85.7	84.1	85.2	84.5	84.7

Interval #0 Information Seeding

Start Time	6:57
End Time	7:00
Total Time (min)	3
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Off-Peak

Start Time	7:00
End Time	8:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	2006	2071	2042	2054	2046	2044
Vehs Exited	2018	2077	2037	2056	2060	2050
Starting Vehs	84	70	73	79	83	76
Ending Vehs	72	64	78	77	69	71
Travel Distance (mi)	2846	2913	2874	2897	2858	2878
Travel Time (hr)	79.3	82.8	80.5	82.2	82.3	81.4
Total Delay (hr)	12.7	14.3	13.0	14.2	14.9	13.8
Total Stops	898	1000	959	965	1068	977
Fuel Used (gal)	83.8	85.7	84.1	85.2	84.5	84.7

3: Beech Road & Route 236 Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.1	0.2	0.4	0.8	0.2
Total Del/Veh (s)	11.4	15.0	27.9	21.0	15.3

6: Route 236 & Maclellan Lane Performance by approach

Approach	EB	WB	SB	All
Denied Del/Veh (s)	0.5	0.0	0.1	0.2
Total Del/Veh (s)	3.0	1.5	9.4	2.2

Total Network Performance

Denied Del/Veh (s)	0.4
Total Del/Veh (s)	23.1

Queuing and Blocking Report

2024 Saturday Build

09/09/2022

Intersection: 3: Beech Road & Route 236

Movement	EB	EB	EB	WB	WB	WB	NB	NB	SB	SB
Directions Served	L	T	TR	L	T	TR	LT	R	LT	R
Maximum Queue (ft)	80	117	150	89	242	171	161	124	140	80
Average Queue (ft)	33	55	68	31	126	73	85	19	58	21
95th Queue (ft)	70	103	120	69	214	145	148	66	109	55
Link Distance (ft)		1673	1673		3302	3302	2142		1730	
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	175			200				100		100
Storage Blk Time (%)					1		8	0	2	
Queuing Penalty (veh)					0		2	0	1	

Intersection: 6: Route 236 & Maclellan Lane

Movement	EB	SB
Directions Served	LT	LR
Maximum Queue (ft)	66	52
Average Queue (ft)	8	25
95th Queue (ft)	37	51
Link Distance (ft)	3253	1223
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 3

Intersection: 3: Beech Road & Route 236

Phase	1	2	4	5	6	8
Movement(s) Served	WBL	EBT	SBTL	EBL	WBT	NBTL
Maximum Green (s)	6.5	29.5	22.5	6.5	29.5	22.5
Minimum Green (s)	5.0	10.0	5.0	5.0	10.0	5.0
Recall	None	C-Min	None	None	C-Min	None
Avg. Green (s)	7.2	43.4	15.2	7.2	42.8	15.2
g/C Ratio	-0.01	-0.01	-0.01	-0.01	NA	-0.01
Cycles Skipped (%)	41	2	2	38	0	2
Cycles @ Minimum (%)	0	0	0	0	0	0
Cycles Maxed Out (%)	2	98	6	4	100	6
Cycles with Peds (%)	0	0	0	0	0	0

Controller Summary





















Average Cycle Length (s): NA

Number of Complete Cycles : 0

Lanes, Volumes, Timings













3: Beech Road & Route 236

09/12/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	49	546	94	46	869	58	99	46	26	62	49	40
Future Volume (vph)	49	546	94	46	869	58	99	46	26	62	49	40
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	175		0	200		0	0		100	0		100
Storage Lanes	1		0	1		0	0		1	0		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor				1.00	1.00							
Frt		0.978			0.991				0.850			0.850
Flt Protected	0.950			0.950				0.967			0.973	
Satd. Flow (prot)	1752	3428	0	1736	3435	0	0	1750	1538	0	1795	1568
Flt Permitted	0.950			0.950				0.716			0.593	
Satd. Flow (perm)	1752	3428	0	1731	3435	0	0	1296	1538	0	1094	1568
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		31			11				97			97
Link Speed (mph)		45			45			35			35	
Link Distance (ft)		1733			3343			2189			1777	
Travel Time (s)		26.3			50.7			42.6			34.6	
Confl. Peds. (#/hr)				1		1						
Peak Hour Factor	0.96	0.96	0.96	0.90	0.90	0.90	0.74	0.74	0.74	0.86	0.86	0.86
Heavy Vehicles (%)	3%	3%	3%	4%	4%	4%	5%	5%	5%	3%	3%	3%
Adj. Flow (vph)	51	569	98	51	966	64	134	62	35	72	57	47
Shared Lane Traffic (%)												
Lane Group Flow (vph)	51	667	0	51	1030	0	0	196	35	0	129	47
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2		1	2		1	2	1	1	2	1
Detector Template	Left	Thru		Left	Thru		Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100		20	100		20	100	20	20	100	20
Trailing Detector (ft)	0	0		0	0		0	0	0	0	0	0
Detector 1 Position(ft)	0	0		0	0		0	0	0	0	0	0
Detector 1 Size(ft)	20	6		20	6		20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	

Lanes, Volumes, Timings
3: Beech Road & Route 236

09/12/2022

																								
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Turn Type	Prot	NA		Prot	NA		Perm	NA	Perm	Perm	NA	Perm	Prot	NA		Prot	NA		Perm	NA	Perm	Perm	NA	Perm
Protected Phases	5	2		1	6			8					5	2		1	6		8	8	8	4	4	
Permitted Phases							8		8	8	4													4
Detector Phase	5	2		1	6		8	8	8	4	4	4												
Switch Phase																								
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0	5.0	5.0	5.0	5.0												
Minimum Split (s)	10.5	10.5		10.5	10.5		10.5	10.5	10.5	10.5	10.5	10.5												
Total Split (s)	12.0	50.0		12.0	50.0		28.0	28.0	28.0	28.0	28.0	28.0												
Total Split (%)	13.3%	55.6%		13.3%	55.6%		31.1%	31.1%	31.1%	31.1%	31.1%	31.1%												
Maximum Green (s)	6.5	44.5		6.5	44.5		22.5	22.5	22.5	22.5	22.5	22.5												
Yellow Time (s)	3.5	3.5		3.5	3.5		3.5	3.5	3.5	3.5	3.5	3.5												
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0												
Lost Time Adjust (s)	0.0	0.0		0.0	0.0			0.0	0.0		0.0	0.0												
Total Lost Time (s)	5.5	5.5		5.5	5.5			5.5	5.5		5.5	5.5												
Lead/Lag	Lead	Lag		Lead	Lag																			
Lead-Lag Optimize?	Yes	Yes		Yes	Yes																			
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0												
Recall Mode	None	C-Min		None	C-Min		None	None	None	None	None	None												
Act Effect Green (s)	7.2	52.6		7.2	52.6			18.3	18.3		18.3	18.3												
Actuated g/C Ratio	0.08	0.58		0.08	0.58			0.20	0.20		0.20	0.20												
v/c Ratio	0.36	0.33		0.37	0.51			0.74	0.09		0.58	0.12												
Control Delay	46.7	11.7		46.9	14.4			50.0	0.5		41.9	1.2												
Queue Delay	0.0	0.0		0.0	0.0			0.0	0.0		0.0	0.0												
Total Delay	46.7	11.7		46.9	14.4			50.0	0.5		41.9	1.2												
LOS	D	B		D	B			D	A		D	A												
Approach Delay		14.2			15.9			42.5			31.0													
Approach LOS		B			B			D			C													
90th %ile Green (s)	6.5	42.3		6.5	42.3		24.7	24.7	24.7	24.7	24.7	24.7												
90th %ile Term Code	Max	Coord		Max	Coord		Max	Max	Max	Hold	Hold	Hold												
70th %ile Green (s)	9.2	42.6		9.2	42.6		21.7	21.7	21.7	21.7	21.7	21.7												
70th %ile Term Code	Gap	Coord		Gap	Coord		Gap	Gap	Gap	Hold	Hold	Hold												
50th %ile Green (s)	8.0	46.8		8.0	46.8		18.7	18.7	18.7	18.7	18.7	18.7												
50th %ile Term Code	Gap	Coord		Gap	Coord		Gap	Gap	Gap	Hold	Hold	Hold												
30th %ile Green (s)	0.0	63.4		0.0	63.4		15.6	15.6	15.6	15.6	15.6	15.6												
30th %ile Term Code	Skip	Coord		Skip	Coord		Gap	Gap	Gap	Hold	Hold	Hold												
10th %ile Green (s)	0.0	68.0		0.0	68.0		11.0	11.0	11.0	11.0	11.0	11.0												
10th %ile Term Code	Skip	Coord		Skip	Coord		Gap	Gap	Gap	Hold	Hold	Hold												
Queue Length 50th (ft)	28	106		28	197			105	0		66	0												
Queue Length 95th (ft)	65	163		65	288			130	0		108	2												
Internal Link Dist (ft)		1653			3263			2109			1697													
Turn Bay Length (ft)	175			200					100			100												
Base Capacity (vph)	144	2047		142	2044			330	464		278	471												
Starvation Cap Reductn	0	0		0	0			0	0		0	0												
Spillback Cap Reductn	0	0		0	0			0	0		0	0												
Storage Cap Reductn	0	0		0	0			0	0		0	0												
Reduced v/c Ratio	0.35	0.33		0.36	0.50			0.59	0.08		0.46	0.10												

Intersection Summary

Area Type: Other

Lanes, Volumes, Timings

3: Beech Road & Route 236

09/12/2022

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Yellow

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.74

Intersection Signal Delay: 19.3

Intersection LOS: B

Intersection Capacity Utilization 58.4%

ICU Level of Service B

Analysis Period (min) 15




Splits and Phases: 3: Beech Road & Route 236



Lanes, Volumes, Timings
6: Route 236 & Maclellan Lane

09/12/2022























Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	5	600	989	12	27	25
Future Volume (vph)	5	600	989	12	27	25
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.998		0.935	
Flt Protected					0.975	
Satd. Flow (prot)	0	1810	1841	0	1715	0
Flt Permitted					0.975	
Satd. Flow (perm)	0	1810	1841	0	1715	0
Link Speed (mph)		45	45		25	
Link Distance (ft)		3276	1433		1252	
Travel Time (s)		49.6	21.7		34.1	
Peak Hour Factor	0.91	0.91	0.96	0.96	0.68	0.68
Heavy Vehicles (%)	5%	5%	3%	3%	1%	1%
Adj. Flow (vph)	5	659	1030	13	40	37
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	664	1043	0	77	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		0	0		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type: Other						
Control Type: Unsignalized						
Intersection Capacity Utilization 62.8%						
ICU Level of Service B						
Analysis Period (min) 15						

Lanes, Volumes, Timings













3: Beech Road & Route 236

09/09/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	50	561	97	46	869	58	99	46	26	62	49	40
Future Volume (vph)	50	561	97	46	869	58	99	46	26	62	49	40
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	175		0	200		0	0		100	0		100
Storage Lanes	1		0	1		0	0		1	0		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor				1.00	1.00							
Frt		0.978			0.991				0.850			0.850
Flt Protected	0.950			0.950				0.967			0.973	
Satd. Flow (prot)	1752	3428	0	1736	3435	0	0	1750	1538	0	1795	1568
Flt Permitted	0.950			0.950				0.716			0.593	
Satd. Flow (perm)	1752	3428	0	1731	3435	0	0	1296	1538	0	1094	1568
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		31			11				97			97
Link Speed (mph)		45			45			35			35	
Link Distance (ft)		1733			3343			2189			1777	
Travel Time (s)		26.3			50.7			42.6			34.6	
Confl. Peds. (#/hr)				1		1						
Peak Hour Factor	0.96	0.96	0.96	0.90	0.90	0.90	0.74	0.74	0.74	0.86	0.86	0.86
Heavy Vehicles (%)	3%	3%	3%	4%	4%	4%	5%	5%	5%	3%	3%	3%
Adj. Flow (vph)	52	584	101	51	966	64	134	62	35	72	57	47
Shared Lane Traffic (%)												
Lane Group Flow (vph)	52	685	0	51	1030	0	0	196	35	0	129	47
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2		1	2		1	2	1	1	2	1
Detector Template	Left	Thru		Left	Thru		Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100		20	100		20	100	20	20	100	20
Trailing Detector (ft)	0	0		0	0		0	0	0	0	0	0
Detector 1 Position(ft)	0	0		0	0		0	0	0	0	0	0
Detector 1 Size(ft)	20	6		20	6		20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	

Lanes, Volumes, Timings
3: Beech Road & Route 236

09/09/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Turn Type	Prot	NA		Prot	NA		Perm	NA	Perm	Perm	NA	Perm
Protected Phases	5	2		1	6			8			4	
Permitted Phases							8		8	4		4
Detector Phase	5	2		1	6		8	8	8	4	4	4
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	10.5	10.5		10.5	10.5		10.5	10.5	10.5	10.5	10.5	10.5
Total Split (s)	12.0	50.0		12.0	50.0		28.0	28.0	28.0	28.0	28.0	28.0
Total Split (%)	13.3%	55.6%		13.3%	55.6%		31.1%	31.1%	31.1%	31.1%	31.1%	31.1%
Maximum Green (s)	6.5	44.5		6.5	44.5		22.5	22.5	22.5	22.5	22.5	22.5
Yellow Time (s)	3.5	3.5		3.5	3.5		3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0			0.0	0.0		0.0	0.0
Total Lost Time (s)	5.5	5.5		5.5	5.5			5.5	5.5		5.5	5.5
Lead/Lag	Lead	Lag		Lead	Lag							
Lead-Lag Optimize?	Yes	Yes		Yes	Yes							
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	C-Min		None	C-Min		None	None	None	None	None	None
Act Effect Green (s)	7.2	52.6		7.2	52.6			18.3	18.3		18.3	18.3
Actuated g/C Ratio	0.08	0.58		0.08	0.58			0.20	0.20		0.20	0.20
v/c Ratio	0.37	0.34		0.37	0.51			0.74	0.09		0.58	0.12
Control Delay	47.0	11.8		46.9	14.4			50.0	0.5		41.9	1.2
Queue Delay	0.0	0.0		0.0	0.0			0.0	0.0		0.0	0.0
Total Delay	47.0	11.8		46.9	14.4			50.0	0.5		41.9	1.2
LOS	D	B		D	B			D	A		D	A
Approach Delay		14.3			15.9			42.5			31.0	
Approach LOS		B			B			D			C	
90th %ile Green (s)	6.5	42.3		6.5	42.3		24.7	24.7	24.7	24.7	24.7	24.7
90th %ile Term Code	Max	Coord		Max	Coord		Max	Max	Max	Hold	Hold	Hold
70th %ile Green (s)	9.2	42.6		9.2	42.6		21.7	21.7	21.7	21.7	21.7	21.7
70th %ile Term Code	Gap	Coord		Gap	Coord		Gap	Gap	Gap	Hold	Hold	Hold
50th %ile Green (s)	8.0	46.8		8.0	46.8		18.7	18.7	18.7	18.7	18.7	18.7
50th %ile Term Code	Gap	Coord		Gap	Coord		Gap	Gap	Gap	Hold	Hold	Hold
30th %ile Green (s)	0.0	63.4		0.0	63.4		15.6	15.6	15.6	15.6	15.6	15.6
30th %ile Term Code	Skip	Coord		Skip	Coord		Gap	Gap	Gap	Hold	Hold	Hold
10th %ile Green (s)	0.0	68.0		0.0	68.0		11.0	11.0	11.0	11.0	11.0	11.0
10th %ile Term Code	Skip	Coord		Skip	Coord		Gap	Gap	Gap	Hold	Hold	Hold
Queue Length 50th (ft)	28	110		28	197			105	0		66	0
Queue Length 95th (ft)	66	168		65	288			130	0		108	2
Internal Link Dist (ft)		1653			3263			2109			1697	
Turn Bay Length (ft)	175			200					100			100
Base Capacity (vph)	144	2047		142	2044			330	464		278	471
Starvation Cap Reductn	0	0		0	0			0	0		0	0
Spillback Cap Reductn	0	0		0	0			0	0		0	0
Storage Cap Reductn	0	0		0	0			0	0		0	0
Reduced v/c Ratio	0.36	0.33		0.36	0.50			0.59	0.08		0.46	0.10

Intersection Summary

Area Type: Other

Lanes, Volumes, Timings

3: Beech Road & Route 236

09/09/2022

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Yellow

Natural Cycle: 60

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.74

Intersection Signal Delay: 19.3

Intersection LOS: B

Intersection Capacity Utilization 58.4%

ICU Level of Service B

Analysis Period (min) 15




Splits and Phases: 3: Beech Road & Route 236



Lanes, Volumes, Timings
6: Route 236 & Maclellan Lane

09/09/2022























Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	15	600	989	29	46	37
Future Volume (vph)	15	600	989	29	46	37
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.996		0.940	
Flt Protected		0.999			0.973	
Satd. Flow (prot)	0	1808	1837	0	1721	0
Flt Permitted		0.999			0.973	
Satd. Flow (perm)	0	1808	1837	0	1721	0
Link Speed (mph)		45	45		25	
Link Distance (ft)		3276	1433		1252	
Travel Time (s)		49.6	21.7		34.1	
Peak Hour Factor	0.91	0.91	0.96	0.96	0.68	0.68
Heavy Vehicles (%)	5%	5%	3%	3%	1%	1%
Adj. Flow (vph)	16	659	1030	30	68	54
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	675	1060	0	122	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		0	0		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type:	Other					
Control Type:	Unsignalized					
Intersection Capacity Utilization	65.3%			ICU Level of Service C		
Analysis Period (min)	15					

Lanes, Volumes, Timings

3: Beech Road & Route 236

09/09/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	32	534	88	40	443	47	75	31	35	43	35	19
Future Volume (vph)	32	534	88	40	443	47	75	31	35	43	35	19
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	175		0	200		0	0		100	0		100
Storage Lanes	1		0	1		0	0		1	0		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor				1.00	1.00							
Frt		0.979			0.986				0.850			0.850
Flt Protected	0.950			0.950				0.966			0.973	
Satd. Flow (prot)	1787	3499	0	1787	3517	0	0	1817	1599	0	1830	1599
Flt Permitted	0.950			0.950				0.725			0.768	
Satd. Flow (perm)	1787	3499	0	1783	3517	0	0	1364	1599	0	1445	1599
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		29			18				116			116
Link Speed (mph)		45			45			35			35	
Link Distance (ft)		1742			3343			2189			1777	
Travel Time (s)		26.4			50.7			42.6			34.6	
Confl. Peds. (#/hr)				1		1						
Peak Hour Factor	0.90	0.90	0.90	0.98	0.98	0.98	0.94	0.94	0.94	0.75	0.75	0.75
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Adj. Flow (vph)	36	593	98	41	452	48	80	33	37	57	47	25
Shared Lane Traffic (%)												
Lane Group Flow (vph)	36	691	0	41	500	0	0	113	37	0	104	25
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2		1	2		1	2	1	1	2	1
Detector Template	Left	Thru		Left	Thru		Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100		20	100		20	100	20	20	100	20
Trailing Detector (ft)	0	0		0	0		0	0	0	0	0	0
Detector 1 Position(ft)	0	0		0	0		0	0	0	0	0	0
Detector 1 Size(ft)	20	6		20	6		20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	

Lanes, Volumes, Timings
3: Beech Road & Route 236

09/09/2022

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Turn Type	Prot	NA		Prot	NA		Perm	NA	Perm	Perm	NA	Perm
Protected Phases	5	2		1	6			8			4	
Permitted Phases							8		8	4		4
Detector Phase	5	2		1	6		8	8	8	4	4	4
Switch Phase												
Minimum Initial (s)	5.0	10.0		5.0	10.0		5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	10.5	15.5		10.5	15.5		10.5	10.5	10.5	10.5	10.5	10.5
Total Split (s)	12.0	35.0		12.0	35.0		28.0	28.0	28.0	28.0	28.0	28.0
Total Split (%)	16.0%	46.7%		16.0%	46.7%		37.3%	37.3%	37.3%	37.3%	37.3%	37.3%
Maximum Green (s)	6.5	29.5		6.5	29.5		22.5	22.5	22.5	22.5	22.5	22.5
Yellow Time (s)	3.5	3.5		3.5	3.5		3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0			0.0	0.0		0.0	0.0
Total Lost Time (s)	5.5	5.5		5.5	5.5			5.5	5.5		5.5	5.5
Lead/Lag	Lead	Lag		Lead	Lag							
Lead-Lag Optimize?	Yes	Yes		Yes	Yes							
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	C-Min		None	C-Min		None	None	None	None	None	None
Act Effect Green (s)	7.0	47.9		7.2	50.6			11.4	11.4		11.3	11.3
Actuated g/C Ratio	0.09	0.64		0.10	0.67			0.15	0.15		0.15	0.15
v/c Ratio	0.22	0.31		0.24	0.21			0.55	0.11		0.48	0.07
Control Delay	33.9	9.6		34.1	7.9			38.6	0.7		35.4	0.4
Queue Delay	0.0	0.0		0.0	0.0			0.0	0.0		0.0	0.0
Total Delay	33.9	9.6		34.1	7.9			38.6	0.7		35.4	0.4
LOS	C	A		C	A			D	A		D	A
Approach Delay		10.8			9.9			29.2			28.6	
Approach LOS		B			A			C			C	
90th %ile Green (s)	9.0	32.8		9.4	33.2		16.3	16.3	16.3	16.3	16.3	16.3
90th %ile Term Code	Gap	Coord		Gap	Coord		Gap	Gap	Gap	Hold	Hold	Hold
70th %ile Green (s)	7.8	37.1		8.0	37.3		13.4	13.4	13.4	13.4	13.4	13.4
70th %ile Term Code	Gap	Coord		Gap	Coord		Gap	Gap	Gap	Hold	Hold	Hold
50th %ile Green (s)	0.0	40.0		7.1	52.6		11.4	11.4	11.4	11.4	11.4	11.4
50th %ile Term Code	Skip	Coord		Gap	Coord		Gap	Gap	Gap	Hold	Hold	Hold
30th %ile Green (s)	0.0	54.7		0.0	54.7		9.3	9.3	9.3	9.3	9.3	9.3
30th %ile Term Code	Skip	Coord		Skip	Coord		Gap	Gap	Gap	Hold	Hold	Hold
10th %ile Green (s)	0.0	69.5		0.0	69.5		0.0	0.0	0.0	0.0	0.0	0.0
10th %ile Term Code	Skip	Coord		Skip	Coord		Skip	Skip	Skip	Skip	Skip	Skip
Queue Length 50th (ft)	16	86		18	33			49	0		45	0
Queue Length 95th (ft)	41	152		45	106			91	0		68	0
Internal Link Dist (ft)		1662			3263			2109			1697	
Turn Bay Length (ft)	175			200					100			100
Base Capacity (vph)	174	2246		178	2376			409	560		433	560
Starvation Cap Reductn	0	0		0	0			0	0		0	0
Spillback Cap Reductn	0	0		0	0			0	0		0	0
Storage Cap Reductn	0	0		0	0			0	0		0	0
Reduced v/c Ratio	0.21	0.31		0.23	0.21			0.28	0.07		0.24	0.04

Intersection Summary

Area Type: Other

Lanes, Volumes, Timings

3: Beech Road & Route 236

09/09/2022

Cycle Length: 75

Actuated Cycle Length: 75

Offset: 0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 40

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.55

Intersection Signal Delay: 13.8

Intersection LOS: B

Intersection Capacity Utilization 47.9%

ICU Level of Service A

Analysis Period (min) 15




Splits and Phases: 3: Beech Road & Route 236



Lanes, Volumes, Timings
6: Route 236 & Maclellan Lane

09/09/2022























Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	1	577	493	2	1	1
Future Volume (vph)	1	577	493	2	1	1
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt					0.932	
Flt Protected					0.976	
Satd. Flow (prot)	0	1810	1845	0	1711	0
Flt Permitted					0.976	
Satd. Flow (perm)	0	1810	1845	0	1711	0
Link Speed (mph)		45	45		25	
Link Distance (ft)		3276	1424		1252	
Travel Time (s)		49.6	21.6		34.1	
Peak Hour Factor	0.83	0.83	0.89	0.89	0.50	0.50
Heavy Vehicles (%)	5%	5%	3%	3%	1%	1%
Adj. Flow (vph)	1	695	554	2	2	2
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	696	556	0	4	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		0	0		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type: Other						
Control Type: Unsignalized						
Intersection Capacity Utilization 41.2%						
ICU Level of Service A						
Analysis Period (min) 15						

Lanes, Volumes, Timings













3: Beech Road & Route 236

09/09/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	50	561	97	46	869	58	99	46	26	62	49	40
Future Volume (vph)	50	561	97	46	869	58	99	46	26	62	49	40
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	175		0	200		0	0		100	0		100
Storage Lanes	1		0	1		0	0		1	0		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	0.95	0.95	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor				1.00	1.00							
Frt		0.978			0.991				0.850			0.850
Flt Protected	0.950			0.950				0.967			0.973	
Satd. Flow (prot)	1787	3496	0	1787	3537	0	0	1819	1599	0	1830	1599
Flt Permitted	0.950			0.950				0.707			0.731	
Satd. Flow (perm)	1787	3496	0	1783	3537	0	0	1330	1599	0	1375	1599
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		31			11				116			116
Link Speed (mph)		45			45			35			35	
Link Distance (ft)		1742			3343			2189			1777	
Travel Time (s)		26.4			50.7			42.6			34.6	
Confl. Peds. (#/hr)				1		1						
Peak Hour Factor	0.90	0.90	0.90	0.98	0.98	0.98	0.94	0.94	0.94	0.75	0.75	0.75
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Adj. Flow (vph)	56	623	108	47	887	59	105	49	28	83	65	53
Shared Lane Traffic (%)												
Lane Group Flow (vph)	56	731	0	47	946	0	0	154	28	0	148	53
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			0			0	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2		1	2		1	2	1	1	2	1
Detector Template	Left	Thru		Left	Thru		Left	Thru	Right	Left	Thru	Right
Leading Detector (ft)	20	100		20	100		20	100	20	20	100	20
Trailing Detector (ft)	0	0		0	0		0	0	0	0	0	0
Detector 1 Position(ft)	0	0		0	0		0	0	0	0	0	0
Detector 1 Size(ft)	20	6		20	6		20	6	20	20	6	20
Detector 1 Type	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex	Cl+Ex
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Queue (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Detector 1 Delay (s)	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	

Lanes, Volumes, Timings
3: Beech Road & Route 236

09/09/2022

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Turn Type	Prot	NA		Prot	NA		Perm	NA	Perm	Perm	NA	Perm
Protected Phases	5	2		1	6			8			4	
Permitted Phases							8		8	4		4
Detector Phase	5	2		1	6		8	8	8	4	4	4
Switch Phase												
Minimum Initial (s)	5.0	10.0		5.0	10.0		5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	10.5	15.5		10.5	15.5		10.5	10.5	10.5	10.5	10.5	10.5
Total Split (s)	12.0	35.0		12.0	35.0		28.0	28.0	28.0	28.0	28.0	28.0
Total Split (%)	16.0%	46.7%		16.0%	46.7%		37.3%	37.3%	37.3%	37.3%	37.3%	37.3%
Maximum Green (s)	6.5	29.5		6.5	29.5		22.5	22.5	22.5	22.5	22.5	22.5
Yellow Time (s)	3.5	3.5		3.5	3.5		3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	2.0	2.0		2.0	2.0		2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0			0.0	0.0		0.0	0.0
Total Lost Time (s)	5.5	5.5		5.5	5.5			5.5	5.5		5.5	5.5
Lead/Lag	Lead	Lag		Lead	Lag							
Lead-Lag Optimize?	Yes	Yes		Yes	Yes							
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0
Recall Mode	None	C-Min		None	C-Min		None	None	None	None	None	None
Act Effect Green (s)	7.5	41.8		7.3	41.7			13.9	13.9		13.9	13.9
Actuated g/C Ratio	0.10	0.56		0.10	0.56			0.19	0.19		0.19	0.19
v/c Ratio	0.31	0.37		0.27	0.48			0.63	0.07		0.58	0.14
Control Delay	35.5	11.9		34.8	13.6			38.6	0.3		36.2	0.9
Queue Delay	0.0	0.0		0.0	0.0			0.0	0.0		0.0	0.0
Total Delay	35.5	11.9		34.8	13.6			38.6	0.3		36.2	0.9
LOS	D	B		C	B			D	A		D	A
Approach Delay		13.6			14.6			32.7			26.9	
Approach LOS		B			B			C			C	
90th %ile Green (s)	9.1	29.5		9.1	29.5		19.9	19.9	19.9	19.9	19.9	19.9
90th %ile Term Code	Max	Coord		Max	Coord		Gap	Gap	Gap	Hold	Hold	Hold
70th %ile Green (s)	8.8	33.7		8.4	33.3		16.4	16.4	16.4	16.4	16.4	16.4
70th %ile Term Code	Gap	Coord		Gap	Coord		Gap	Gap	Gap	Hold	Hold	Hold
50th %ile Green (s)	7.7	37.3		7.3	36.9		13.9	13.9	13.9	13.9	13.9	13.9
50th %ile Term Code	Gap	Coord		Gap	Coord		Gap	Gap	Gap	Hold	Hold	Hold
30th %ile Green (s)	0.0	52.6		0.0	52.6		11.4	11.4	11.4	11.4	11.4	11.4
30th %ile Term Code	Skip	Coord		Skip	Coord		Gap	Gap	Gap	Hold	Hold	Hold
10th %ile Green (s)	0.0	56.1		0.0	56.1		7.9	7.9	7.9	7.9	7.9	7.9
10th %ile Term Code	Skip	Coord		Skip	Coord		Gap	Gap	Gap	Hold	Hold	Hold
Queue Length 50th (ft)	25	101		21	149			67	0		63	0
Queue Length 95th (ft)	57	177		50	248			113	0		87	0
Internal Link Dist (ft)		1662			3263			2109			1697	
Turn Bay Length (ft)	175			200					100			100
Base Capacity (vph)	184	1963		179	1970			399	560		412	560
Starvation Cap Reductn	0	0		0	0			0	0		0	0
Spillback Cap Reductn	0	0		0	0			0	0		0	0
Storage Cap Reductn	0	0		0	0			0	0		0	0
Reduced v/c Ratio	0.30	0.37		0.26	0.48			0.39	0.05		0.36	0.09

Intersection Summary

Area Type: Other

Lanes, Volumes, Timings

3: Beech Road & Route 236

09/09/2022

Cycle Length: 75

Actuated Cycle Length: 75

Offset: 0 (0%), Referenced to phase 2:EBT and 6:WBT, Start of Green

Natural Cycle: 50

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.63

Intersection Signal Delay: 16.9

Intersection LOS: B

Intersection Capacity Utilization 58.4%

ICU Level of Service B

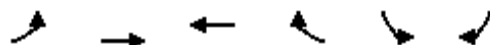
Analysis Period (min) 15




Splits and Phases: 3: Beech Road & Route 236



Lanes, Volumes, Timings
6: Route 236 & Maclellan Lane

09/09/2022



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	15	577	493	24	23	15
Future Volume (vph)	15	577	493	24	23	15
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.994		0.947	
Flt Protected		0.999			0.971	
Satd. Flow (prot)	0	1808	1834	0	1730	0
Flt Permitted		0.999			0.971	
Satd. Flow (perm)	0	1808	1834	0	1730	0
Link Speed (mph)		45	45		25	
Link Distance (ft)		3276	1424		1252	
Travel Time (s)		49.6	21.6		34.1	
Peak Hour Factor	0.83	0.83	0.89	0.89	0.50	0.50
Heavy Vehicles (%)	5%	5%	3%	3%	1%	1%
Adj. Flow (vph)	18	695	554	27	46	30
Shared Lane Traffic (%)						
Lane Group Flow (vph)	0	713	581	0	76	0
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(ft)		0	0		12	
Link Offset(ft)		0	0		0	
Crosswalk Width(ft)		16	16		16	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15			9	15	9
Sign Control		Free	Free		Stop	
Intersection Summary						
Area Type: Other						
Control Type: Unsignalized						
Intersection Capacity Utilization 52.4%						
ICU Level of Service A						
Analysis Period (min) 15						

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

Eliot
Rte. 236/Harold Dow Hwy. from Beech Rd. to Deport Rd.

REPORT PARAMETERS

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

Route: 0236X	Start Node: 56679	Start Offset: 0	<input type="checkbox"/> Exclude First Node
	End Node: 56681	End Offset: 0	<input type="checkbox"/> Exclude Last Node
Route: 0236S	Start Node: 63401	Start Offset: 0	<input checked="" type="checkbox"/> Exclude First Node
	End Node: 56679	End Offset: 0	<input checked="" type="checkbox"/> Exclude Last Node

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

Crash Summary I

Nodes																
Node	Route - MP	Node Description	U/R	Total Crashes	K	Injury A	Crashes B	Crashes C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF		
56680	0236X - 4.44	Int of BRADSTREET LN HAROLD L DOW HWY	1	2	0	0	0	1	1	50.0	6.345	0.11	0.28	0.00	0.39	
												Statewide Crash Rate: 0.11				
56681	0236X - 5.67	Int of DEPOT RD HAROLD L DOW HWY	9	3	0	0	0	1	2	33.3	6.617	0.15	1.09	0.00	0.14	
												Statewide Crash Rate: 0.65				
56679	0236X - 3.64	Int of BEECH RD HAROLD L DOW HWY	9	11	0	1	0	3	7	36.4	7.025	0.52	1.08	0.48		
												Statewide Crash Rate: 0.65				
63401	0236X - 3.71	Non Int HAROLD L DOW HWY	1	0	0	0	0	0	0	0.0	6.072	0.00	0.28	0.00		
												Statewide Crash Rate: 0.11				
Study Years: 3.00				NODE TOTALS:		16	0	1	0	5	10	37.5	26.059	0.20	0.57	0.36

Crash Summary I

Sections																		
Start Node	End Node	Element	Offset Begin - End	Route - MP	Section U/R Length	Total Crashes	K	Injury A	Crashes B	Crashes C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF		
56679	63401	3123060	0 - 0.07	0236X - 3.64	0.07	1	0	0	0	0	0	0.0	0.00204	0.00	463.36	0.00	0.32	
Int of BEECH RD HAROLD L DOW HWY				ST RTE 236	Statewide Crash Rate: 146.58													
63401	56680	3119862	0 - 0.73	0236X - 3.71	0.73	1	26	0	0	1	7	18	30.8	0.04603	188.29	226.89		
Non Int HAROLD L DOW HWY				ST RTE 236	Statewide Crash Rate: 146.58													
56680	56681	3114301	0 - 1.23	0236X - 4.44	1.23	1	32	0	1	1	6	24	25.0	0.07752	137.59	209.10	0.66	
Int of BRADSTREET LN HAROLD L DOW HWY				ST RTE 236	Statewide Crash Rate: 146.58													
63401	56679	2666852	0 - 0.07	0236S - 0.11	0.07	1	1	0	0	0	0	1	0.0	0.00237	140.63	446.11	0.00	
Non Int HAROLD L DOW HWY				ST RTE 236S	Statewide Crash Rate: 146.58													
Study Years:		3.00		Section Totals:		2.10	59	0	1	2	13	43	27.1	0.12797	153.68	195.61	0.79	
				Grand Totals:		2.10	75	0	2	2	18	53	29.3	0.12797	195.36	233.39	0.84	

0.32





ATTAR

ENGINEERING, INC

CIVIL ♦ STRUCTURAL ♦ MARINE

STORMWATER MANAGEMENT PLAN COMMERCIAL FACILITY 7 MACLELLAN LANE, ELIOT, MAINE

Project No.: C341-22

September 28, 2022

♦ Scope

This stormwater management plan has been prepared for the proposed commercial development located on Maclellan Lane in Eliot, Maine. The project consists of 3 commercial buildings and associated site improvements on a 3.09-acre lot.

The project will be constructed on Tax Map 37, Lot 19, located in the Commercial / Industrial (C/I) zoning district at the above noted address. This project will result in 2.4 acres of developed land area and 0.99 acres of impervious area when complete. This level of development requires a Chapter 500 (Stormwater Management) Permit By Rule (PBR) from the Maine Department of Environmental Protection (MDEP).

The project must meet the stormwater management requirements outlined in the Eliot Town Code.

♦ Site and Watershed Description

The project site is located at the intersection of Harold L. Dow Highway (Rt. 236) and Maclellan Lane, on the east side of Rt. 236 and the north side of Maclellan Lane. A 7½ minute series U.S.G.S. map of the project area is attached. The site was previously developed as a car wash, although that use has been discontinued and a manufacturing facility exists within the former car wash building. The northerly and easterly portions of the site contain a grassed area above an existing septic system and a wooded wetland.

The site is in the Great Creek watershed (source: USGS 7 ½ minute series, Dover East Quadrangle). The site drains in a generally northwesterly direction to a roadside swale at Rt. 236 and on-site wooded wetland.

The topography of the site is generally gently sloped (existing grades from 2% to 5%) with a steeper side slope (approx. 25%) along the northerly edge of existing development. On-site elevations (datum is NAVD 1988) range from approximately 22' at the wooded wetland to approximately 36' at a high point along the Maclellan Lane frontage.

The site is not located within a 100-Year Special Flood Hazard Area per the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) 2301490010B (effective date 6/5/89).

Proposed cuts and fills are generally between 0 and 3 feet.

♦ Soils/Hydrologic Soil Groups

Soil types and their respective Hydrologic Soil Groups (HSG) were determined from the Soil Survey of York County, Maine. Site soils consist entirely of BuB-Buxton silt-loams (HSG D). This soil type typically has slopes of 3-8%; depth to water table of 7 to 18 inches; and depth to restrictive feature greater than 80".

◆ **Methodology**

The stormwater quantity analysis was conducted using the HydroCAD Stormwater Modeling System by Applied Microcomputer Systems. The analysis was accomplished to determine the “Existing Condition” and “Developed Condition” stormwater flows. Both cases were analyzed for the 2, 10, 25 and 50 year, 24-hour frequency storm events. The Existing Condition analyzes the site as it currently exists (Phase 1 level of development), and the Developed Condition models the site with the proposed development described above.

◆ **Water Quantity Analysis and Results**

Existing Condition

The site was modeled as five subcatchments (SC) for the Existing Condition analysis.

Analysis Points (AP) were selected at two locations. The Analysis Points are located downstream of the proposed developed areas and provide convenient locations to compare Existing Condition flows to Developed Condition flows.

SC 1 (tributary to AP 1) includes the southeasterly side of the site and drains in a northwesterly direction to the roadside swale along Rt. 236.

SC 2 (tributary to AP 2) includes the central part of the site and drains in a northerly direction to the on-site wooded wetland. This area contains the majority of the existing development.

SC's 2a and 2b (tributary to AP 2) include runoff from the existing building and adjacent concrete pads. These small drainage areas flow to trench drains and an existing, on-site closed drainage system (CB's 1 and 2).

SC 3 (tributary to AP 2) includes the western part of the site and drains in a northerly direction to the on-site wooded wetland. This area includes the grassed area above the existing wetland and part of the wooded wetland.

Developed Condition

The Developed Condition analysis consists of seven subcatchments. Other features such as ponds and reaches were added to account for on-site routing and detention of stormwater. One detention pond (Pond 1) is proposed. The detention pond is considered a Best Management Practice (BMP) which provide retention (peak flow reduction) of stormwater and outlet to level spreaders that return channelized flow to sheet flow. All Developed Condition flows are routed to AP's 1-2, described above.

Tables showing Existing Condition peak flows, Developed Condition peak flows and the change in peak flow from Existing Condition to Developed Condition are presented on a separate page.

The analysis indicates decreases in peak flow at AP 1 and AP 2 for all storm events.

Runoff from the detention pond BMP will be routed through an outlet structures, pipes and level spreaders prior to discharge to undisturbed, on-site areas.

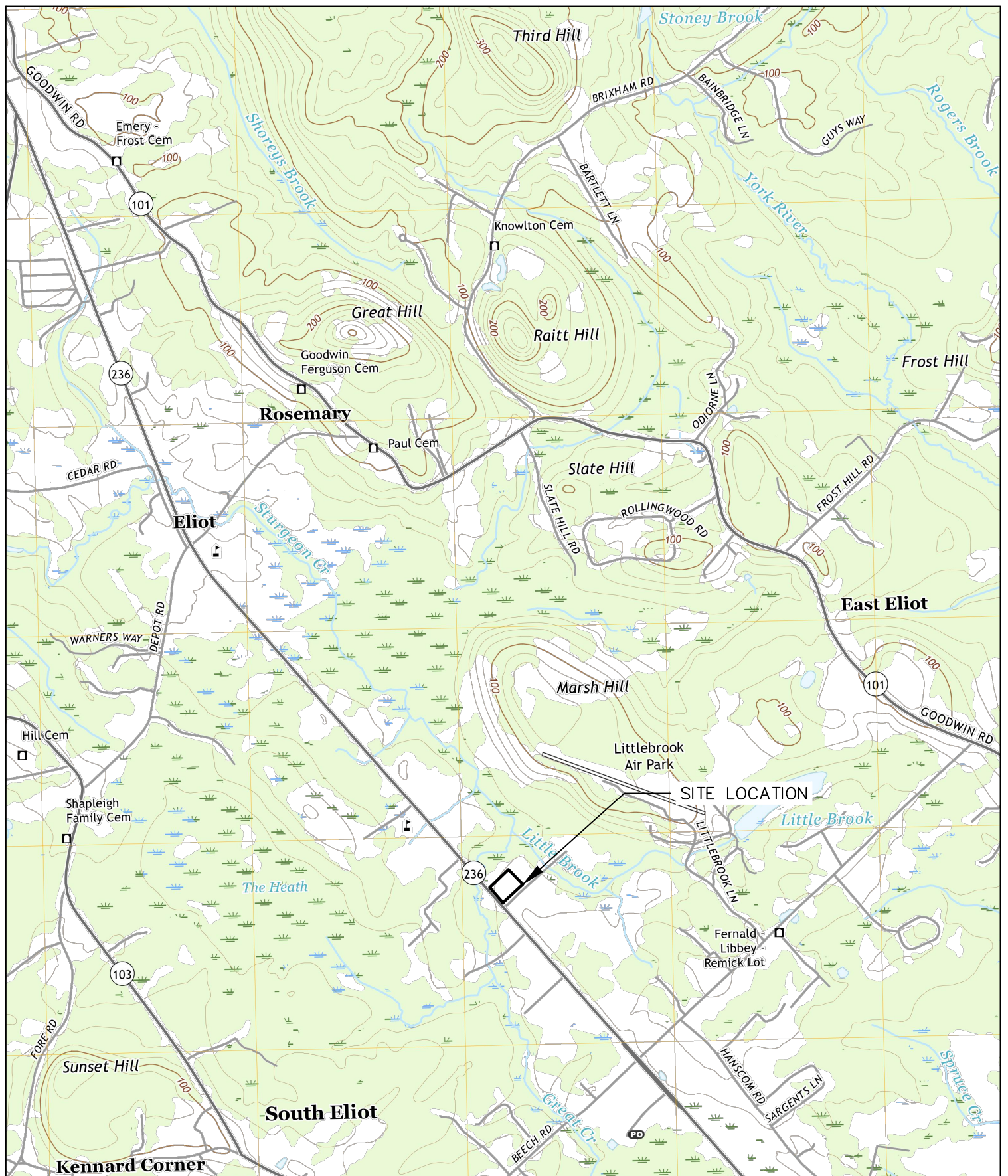
◆ **Summary**

The use of a detention pond to attenuate peak flows results in no significant increase in peak runoff quantity from the proposed Commercial Development. No adverse effects are anticipated on any downstream properties or drainage structures for the analyzed storm events.

Respectfully submitted;

A handwritten signature in blue ink, appearing to read "Lewis Chamberlain".

Lewis Chamberlain, P.E.



ATTAR ENGINEERING, INC.
 CIVIL ♦ STRUCTURAL ♦ MARINE ♦ SURVEYING
 1284 STATE ROAD - ELIOT, MAINE 03903
 PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: 1" = 2000'	APPROVED BY:	DRAWN BY: WRP
DATE: 6/28/22		REVISION DATE: - : -
JOB NO: [C341-22]	FILE: MACLELLAN DRIVE.DWG	SHEET: 1 OF 1

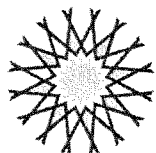
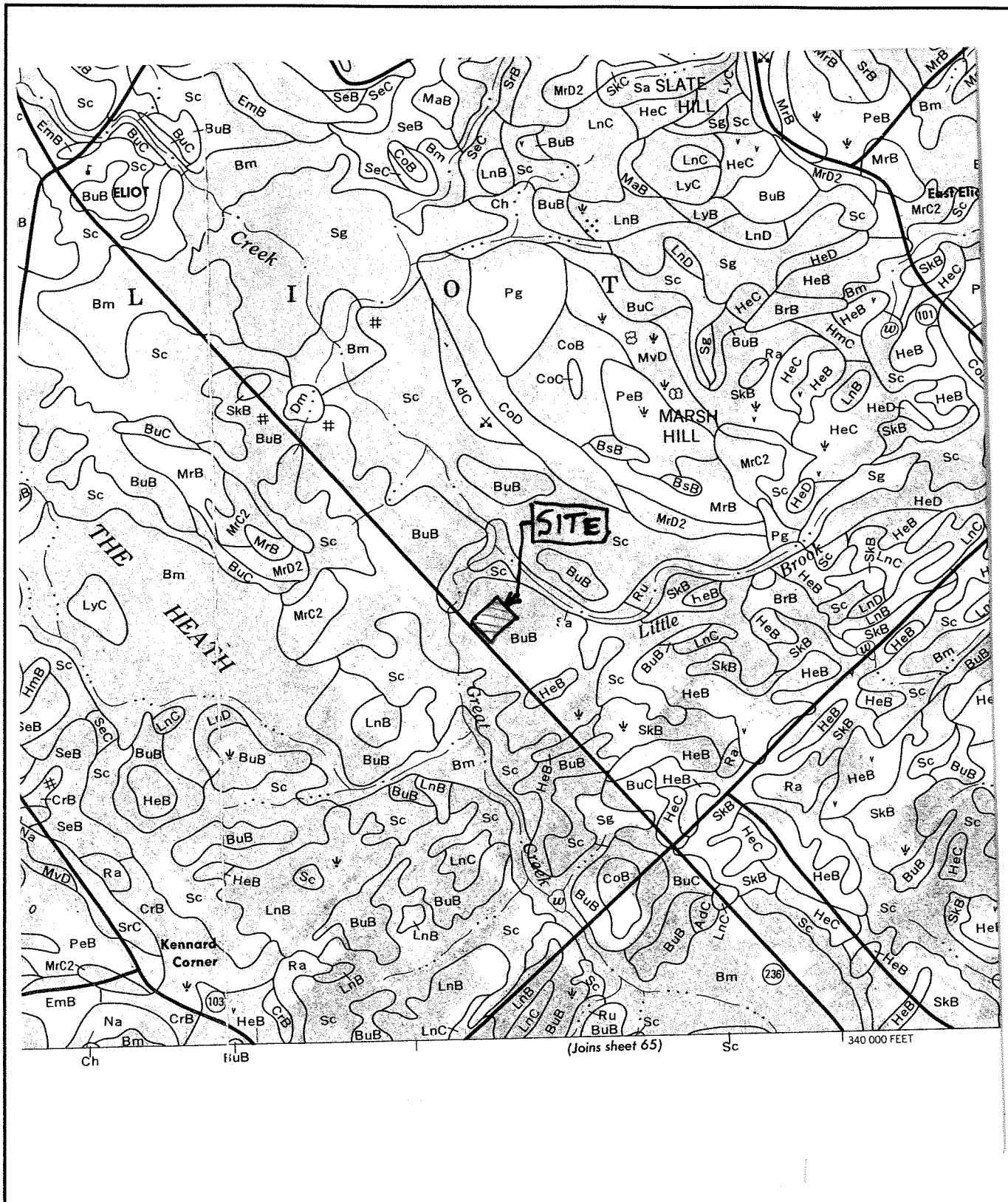
LOCATION:

7 MACLELLAN LANE
 ELIOT MAINE
 TAX MAP 37 LOT 19

INFORMATION:

USGS LOCATION MAP
 7.5-MINUTE SERIES
 DOVER EAST QUADRANGLE

JAR CANNABIS CO
 PO BOX 404
 STANDISH, MAINE 04084

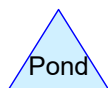
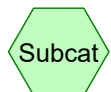
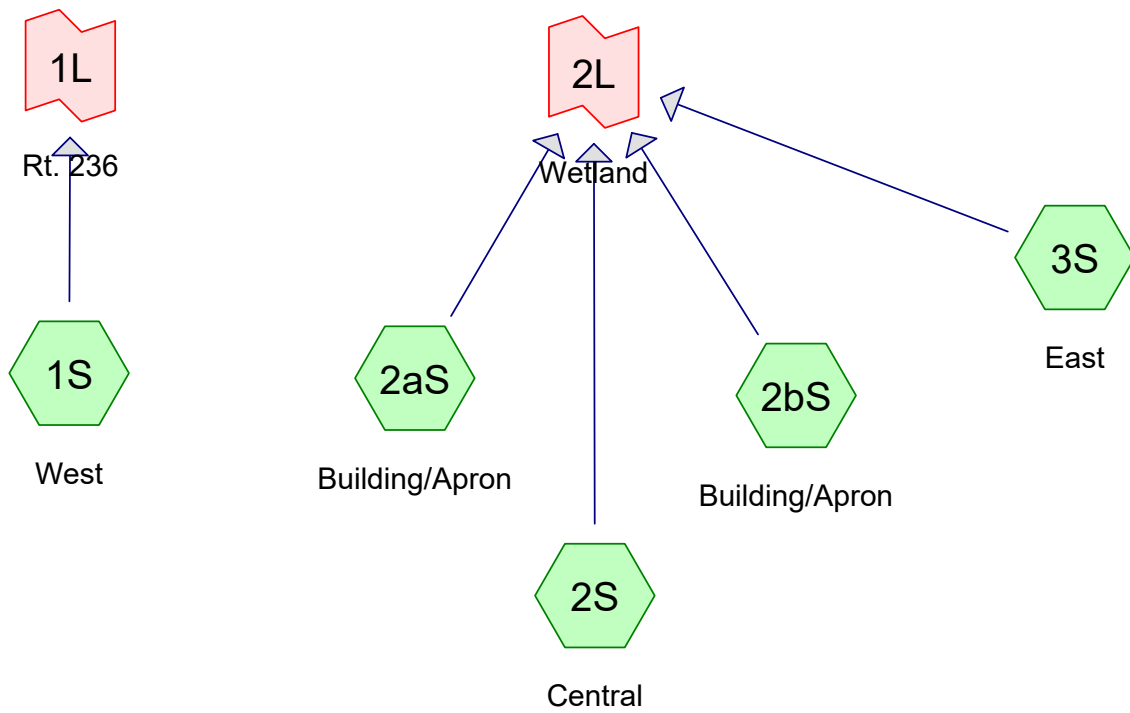


ATTAR
ENGINEERING, INC

CIVIL STRUCTURAL MARINE
1284 STATE ROAD, ELIOT ME 03903

COMMERCIAL DEVELOPMENT
7 MACLELLAN LANE, ELIOT, MAINE
SOIL SURVEY OF YORK COUNTY, MAINE
APPROX. SCALE 1" = 1,667'
PROJECT NO. C341-22

EXISTING CONDITION CALCULATIONS



7 MAC_EXT

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Type III 24-hr 2-YR Storm Rainfall=3.30"

Printed 9/27/2022

Page 2

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 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

Subcatchment1S: West	Runoff Area=27,756 sf 19.81% Impervious Runoff Depth>1.65" Tc=5.0 min CN=84 Runoff=1.32 cfs 0.087 af
Subcatchment2aS: Building/Apron	Runoff Area=2,011 sf 100.00% Impervious Runoff Depth>2.87" Tc=5.0 min CN=98 Runoff=0.15 cfs 0.011 af
Subcatchment2bS: Building/Apron	Runoff Area=1,772 sf 100.00% Impervious Runoff Depth>2.87" Tc=5.0 min CN=98 Runoff=0.13 cfs 0.010 af
Subcatchment2S: Central	Runoff Area=54,092 sf 31.39% Impervious Runoff Depth>1.80" Tc=5.0 min CN=86 Runoff=2.80 cfs 0.186 af
Subcatchment3S: East	Runoff Area=49,314 sf 3.57% Impervious Runoff Depth>1.43" Tc=5.0 min CN=81 Runoff=2.05 cfs 0.135 af
Link 1L: Rt. 236	Inflow=1.32 cfs 0.087 af Primary=1.32 cfs 0.087 af
Link 2L: Wetland	Inflow=5.12 cfs 0.342 af Primary=5.12 cfs 0.342 af

7 MAC_EXT

Type III 24-hr 10-YR Storm Rainfall=4.90"

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Page 3

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 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

Subcatchment1S: West	Runoff Area=27,756 sf 19.81% Impervious Runoff Depth>2.98" Tc=5.0 min CN=84 Runoff=2.37 cfs 0.158 af
Subcatchment2aS: Building/Apron	Runoff Area=2,011 sf 100.00% Impervious Runoff Depth>4.33" Tc=5.0 min CN=98 Runoff=0.22 cfs 0.017 af
Subcatchment2bS: Building/Apron	Runoff Area=1,772 sf 100.00% Impervious Runoff Depth>4.33" Tc=5.0 min CN=98 Runoff=0.20 cfs 0.015 af
Subcatchment2S: Central	Runoff Area=54,092 sf 31.39% Impervious Runoff Depth>3.18" Tc=5.0 min CN=86 Runoff=4.88 cfs 0.329 af
Subcatchment3S: East	Runoff Area=49,314 sf 3.57% Impervious Runoff Depth>2.71" Tc=5.0 min CN=81 Runoff=3.84 cfs 0.256 af
Link 1L: Rt. 236	Inflow=2.37 cfs 0.158 af Primary=2.37 cfs 0.158 af
Link 2L: Wetland	Inflow=9.16 cfs 0.616 af Primary=9.16 cfs 0.616 af

7 MAC_EXT

Type III 24-hr 25-YR Storm Rainfall=6.20"

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Page 4

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 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

Subcatchment1S: West	Runoff Area=27,756 sf 19.81% Impervious Runoff Depth>4.13" Tc=5.0 min CN=84 Runoff=3.24 cfs 0.219 af
Subcatchment2aS: Building/Apron	Runoff Area=2,011 sf 100.00% Impervious Runoff Depth>5.51" Tc=5.0 min CN=98 Runoff=0.28 cfs 0.021 af
Subcatchment2bS: Building/Apron	Runoff Area=1,772 sf 100.00% Impervious Runoff Depth>5.51" Tc=5.0 min CN=98 Runoff=0.25 cfs 0.019 af
Subcatchment2S: Central	Runoff Area=54,092 sf 31.39% Impervious Runoff Depth>4.34" Tc=5.0 min CN=86 Runoff=6.56 cfs 0.449 af
Subcatchment3S: East	Runoff Area=49,314 sf 3.57% Impervious Runoff Depth>3.82" Tc=5.0 min CN=81 Runoff=5.39 cfs 0.360 af
Link 1L: Rt. 236	Inflow=3.24 cfs 0.219 af Primary=3.24 cfs 0.219 af
Link 2L: Wetland	Inflow=12.48 cfs 0.850 af Primary=12.48 cfs 0.850 af

7 MAC_EXT

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Type III 24-hr 50-YR Storm Rainfall=7.30"

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Page 5

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 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

Subcatchment1S: West	Runoff Area=27,756 sf 19.81% Impervious Runoff Depth>5.12" Tc=5.0 min CN=84 Runoff=3.97 cfs 0.272 af
Subcatchment2aS: Building/Apron	Runoff Area=2,011 sf 100.00% Impervious Runoff Depth>6.51" Tc=5.0 min CN=98 Runoff=0.33 cfs 0.025 af
Subcatchment2bS: Building/Apron	Runoff Area=1,772 sf 100.00% Impervious Runoff Depth>6.51" Tc=5.0 min CN=98 Runoff=0.29 cfs 0.022 af
Subcatchment2S: Central	Runoff Area=54,092 sf 31.39% Impervious Runoff Depth>5.34" Tc=5.0 min CN=86 Runoff=7.99 cfs 0.553 af
Subcatchment3S: East	Runoff Area=49,314 sf 3.57% Impervious Runoff Depth>4.79" Tc=5.0 min CN=81 Runoff=6.69 cfs 0.452 af
Link 1L: Rt. 236	Inflow=3.97 cfs 0.272 af Primary=3.97 cfs 0.272 af
Link 2L: Wetland	Inflow=15.30 cfs 1.052 af Primary=15.30 cfs 1.052 af

7 MAC_EXT

Type III 24-hr 50-YR Storm Rainfall=7.30"

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Page 1

Summary for Subcatchment 1S: West

Runoff = 3.97 cfs @ 12.07 hrs, Volume= 0.272 af, Depth> 5.12"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 50-YR Storm Rainfall=7.30"

Area (sf)	CN	Description
5,499	98	Paved parking, HSG D
22,257	80	>75% Grass cover, Good, HSG D
27,756	84	Weighted Average
22,257		80.19% Pervious Area
5,499		19.81% Impervious Area

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

Summary for Subcatchment 2aS: Building/Apron

Runoff = 0.33 cfs @ 12.07 hrs, Volume= 0.025 af, Depth> 6.51"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 50-YR Storm Rainfall=7.30"

Area (sf)	CN	Description
915	98	Paved parking, HSG D
1,096	98	Roofs, HSG D
2,011	98	Weighted Average
2,011		100.00% Impervious Area

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

Summary for Subcatchment 2bS: Building/Apron

Runoff = 0.29 cfs @ 12.07 hrs, Volume= 0.022 af, Depth> 6.51"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 50-YR Storm Rainfall=7.30"

Area (sf)	CN	Description
666	98	Paved parking, HSG D
1,106	98	Roofs, HSG D
1,772	98	Weighted Average
1,772		100.00% Impervious Area

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Type III 24-hr 50-YR Storm Rainfall=7.30"

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

Summary for Subcatchment 2S: Central

Runoff = 7.99 cfs @ 12.07 hrs, Volume= 0.553 af, Depth> 5.34"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 50-YR Storm Rainfall=7.30"

Area (sf)	CN	Description
16,979	98	Paved parking, HSG D
37,113	80	>75% Grass cover, Good, HSG D
54,092	86	Weighted Average
37,113		68.61% Pervious Area
16,979		31.39% Impervious Area

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

Summary for Subcatchment 3S: East

Runoff = 6.69 cfs @ 12.07 hrs, Volume= 0.452 af, Depth> 4.79"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 50-YR Storm Rainfall=7.30"

Area (sf)	CN	Description
1,495	98	Paved parking, HSG D
47,554	80	>75% Grass cover, Good, HSG D
265	98	Roofs, HSG D
49,314	81	Weighted Average
47,554		96.43% Pervious Area
1,760		3.57% Impervious Area

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

Summary for Link 1L: Rt. 236

Inflow Area = 0.637 ac, 19.81% Impervious, Inflow Depth > 5.12" for 50-YR Storm event
 Inflow = 3.97 cfs @ 12.07 hrs, Volume= 0.272 af
 Primary = 3.97 cfs @ 12.07 hrs, Volume= 0.272 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

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Type III 24-hr 50-YR Storm Rainfall=7.30"

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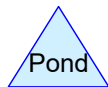
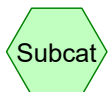
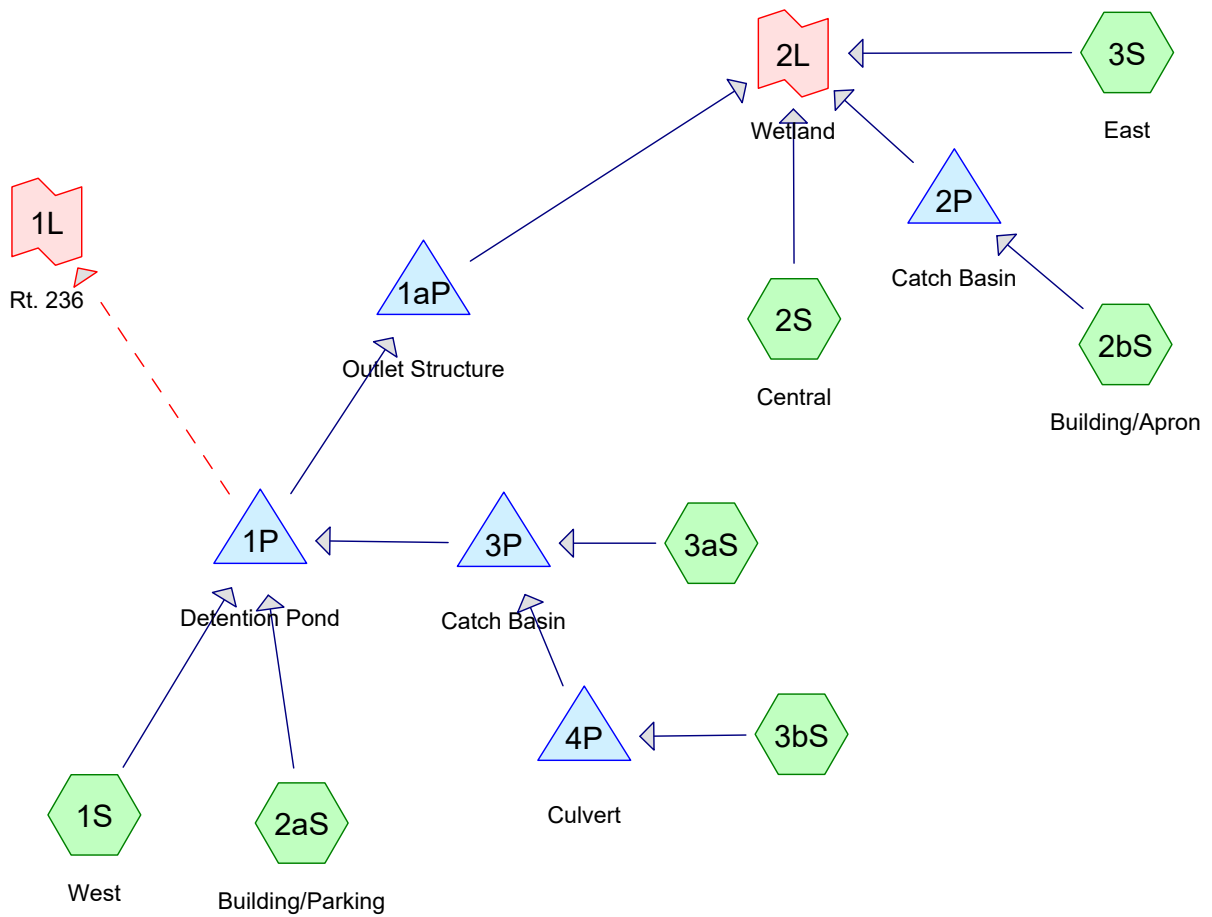
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Summary for Link 2L: Wetland

Inflow Area = 2.461 ac, 21.01% Impervious, Inflow Depth > 5.13" for 50-YR Storm event
Inflow = 15.30 cfs @ 12.07 hrs, Volume= 1.052 af
Primary = 15.30 cfs @ 12.07 hrs, Volume= 1.052 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

DEVELOPED CONDITION CALCULATIONS



Routing Diagram for 7 MAC_DEV
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Type III 24-hr 2-YR Storm Rainfall=3.30"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 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

Subcatchment1S: West	Runoff Area=20,096 sf 0.00% Impervious Runoff Depth>1.37" Tc=5.0 min CN=80 Runoff=0.80 cfs 0.053 af
Subcatchment2aS: Building/Parking	Runoff Area=25,397 sf 89.56% Impervious Runoff Depth>2.69" Tc=5.0 min CN=96 Runoff=1.82 cfs 0.131 af
Subcatchment2bS: Building/Apron	Runoff Area=19,219 sf 94.31% Impervious Runoff Depth>2.78" Tc=5.0 min CN=97 Runoff=1.40 cfs 0.102 af
Subcatchment2S: Central	Runoff Area=22,417 sf 0.00% Impervious Runoff Depth>1.37" Tc=5.0 min CN=80 Runoff=0.89 cfs 0.059 af
Subcatchment3aS:	Runoff Area=8,675 sf 20.75% Impervious Runoff Depth>1.65" Tc=5.0 min CN=84 Runoff=0.41 cfs 0.027 af
Subcatchment3bS:	Runoff Area=9,624 sf 100.00% Impervious Runoff Depth>2.87" Tc=5.0 min CN=98 Runoff=0.71 cfs 0.053 af
Subcatchment3S: East	Runoff Area=29,445 sf 3.09% Impervious Runoff Depth>1.43" Tc=5.0 min CN=81 Runoff=1.22 cfs 0.081 af
Pond 1aP: Outlet Structure	Peak Elev=28.70' Storage=18 cf Inflow=1.59 cfs 0.136 af Outflow=1.59 cfs 0.136 af
Pond 1P: Detention Pond	Peak Elev=28.87' Storage=2,660 cf Inflow=3.62 cfs 0.263 af Primary=1.59 cfs 0.136 af Secondary=0.93 cfs 0.100 af Outflow=2.52 cfs 0.236 af
Pond 2P: Catch Basin	Peak Elev=24.68' Storage=10 cf Inflow=1.40 cfs 0.102 af 12.0" Round Culvert n=0.013 L=72.0' S=0.0042 ' Outflow=1.40 cfs 0.102 af
Pond 3P: Catch Basin	Peak Elev=29.28' Storage=10 cf Inflow=1.03 cfs 0.080 af 12.0" Round Culvert n=0.013 L=210.0' S=0.0052 ' Outflow=1.03 cfs 0.080 af
Pond 4P: Culvert	Peak Elev=29.54' Storage=92 cf Inflow=0.71 cfs 0.053 af 12.0" Round Culvert n=0.013 L=60.0' S=0.0083 ' Outflow=0.62 cfs 0.053 af
Link 1L: Rt. 236	Inflow=0.93 cfs 0.100 af Primary=0.93 cfs 0.100 af
Link 2L: Wetland	Inflow=4.92 cfs 0.377 af Primary=4.92 cfs 0.377 af

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Type III 24-hr 10-YR Storm Rainfall=4.90"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 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

Subcatchment1S: West	Runoff Area=20,096 sf 0.00% Impervious Runoff Depth>2.62" Tc=5.0 min CN=80 Runoff=1.52 cfs 0.101 af
Subcatchment2aS: Building/Parking	Runoff Area=25,397 sf 89.56% Impervious Runoff Depth>4.16" Tc=5.0 min CN=96 Runoff=2.76 cfs 0.202 af
Subcatchment2bS: Building/Apron	Runoff Area=19,219 sf 94.31% Impervious Runoff Depth>4.25" Tc=5.0 min CN=97 Runoff=2.11 cfs 0.156 af
Subcatchment2S: Central	Runoff Area=22,417 sf 0.00% Impervious Runoff Depth>2.62" Tc=5.0 min CN=80 Runoff=1.69 cfs 0.112 af
Subcatchment3aS:	Runoff Area=8,675 sf 20.75% Impervious Runoff Depth>2.98" Tc=5.0 min CN=84 Runoff=0.74 cfs 0.050 af
Subcatchment3bS:	Runoff Area=9,624 sf 100.00% Impervious Runoff Depth>4.33" Tc=5.0 min CN=98 Runoff=1.07 cfs 0.080 af
Subcatchment3S: East	Runoff Area=29,445 sf 3.09% Impervious Runoff Depth>2.71" Tc=5.0 min CN=81 Runoff=2.29 cfs 0.153 af
Pond 1aP: Outlet Structure	Peak Elev=28.86' Storage=19 cf Inflow=2.56 cfs 0.241 af Outflow=2.55 cfs 0.241 af
Pond 1P: Detention Pond	Peak Elev=29.08' Storage=3,465 cf Inflow=5.85 cfs 0.432 af Primary=2.56 cfs 0.241 af Secondary=1.60 cfs 0.163 af Outflow=4.15 cfs 0.404 af
Pond 2P: Catch Basin	Peak Elev=24.92' Storage=13 cf Inflow=2.11 cfs 0.156 af 12.0" Round Culvert n=0.013 L=72.0' S=0.0042 ' Outflow=2.11 cfs 0.156 af
Pond 3P: Catch Basin	Peak Elev=29.54' Storage=14 cf Inflow=1.60 cfs 0.129 af 12.0" Round Culvert n=0.013 L=210.0' S=0.0052 ' Outflow=1.60 cfs 0.129 af
Pond 4P: Culvert	Peak Elev=29.73' Storage=156 cf Inflow=1.07 cfs 0.080 af 12.0" Round Culvert n=0.013 L=60.0' S=0.0083 ' Outflow=0.88 cfs 0.080 af
Link 1L: Rt. 236	Inflow=1.60 cfs 0.163 af Primary=1.60 cfs 0.163 af
Link 2L: Wetland	Inflow=8.47 cfs 0.662 af Primary=8.47 cfs 0.662 af

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Type III 24-hr 25-YR Storm Rainfall=6.20"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 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

Subcatchment1S: West	Runoff Area=20,096 sf 0.00% Impervious Runoff Depth>3.72" Tc=5.0 min CN=80 Runoff=2.13 cfs 0.143 af
Subcatchment2aS: Building/Parking	Runoff Area=25,397 sf 89.56% Impervious Runoff Depth>5.36" Tc=5.0 min CN=96 Runoff=3.53 cfs 0.260 af
Subcatchment2bS: Building/Apron	Runoff Area=19,219 sf 94.31% Impervious Runoff Depth>5.44" Tc=5.0 min CN=97 Runoff=2.69 cfs 0.200 af
Subcatchment2S: Central	Runoff Area=22,417 sf 0.00% Impervious Runoff Depth>3.72" Tc=5.0 min CN=80 Runoff=2.38 cfs 0.159 af
Subcatchment3aS:	Runoff Area=8,675 sf 20.75% Impervious Runoff Depth>4.13" Tc=5.0 min CN=84 Runoff=1.01 cfs 0.069 af
Subcatchment3bS:	Runoff Area=9,624 sf 100.00% Impervious Runoff Depth>5.51" Tc=5.0 min CN=98 Runoff=1.35 cfs 0.101 af
Subcatchment3S: East	Runoff Area=29,445 sf 3.09% Impervious Runoff Depth>3.82" Tc=5.0 min CN=81 Runoff=3.22 cfs 0.215 af
Pond 1aP: Outlet Structure	Peak Elev=28.98' Storage=20 cf Inflow=3.38 cfs 0.329 af Outflow=3.38 cfs 0.329 af
Pond 1P: Detention Pond	Peak Elev=29.22' Storage=4,095 cf Inflow=7.70 cfs 0.573 af Primary=3.38 cfs 0.329 af Secondary=2.11 cfs 0.215 af Outflow=5.48 cfs 0.544 af
Pond 2P: Catch Basin	Peak Elev=25.17' Storage=16 cf Inflow=2.69 cfs 0.200 af 12.0" Round Culvert n=0.013 L=72.0' S=0.0042 ' Outflow=2.68 cfs 0.200 af
Pond 3P: Catch Basin	Peak Elev=29.78' Storage=17 cf Inflow=2.02 cfs 0.170 af 12.0" Round Culvert n=0.013 L=210.0' S=0.0052 ' Outflow=2.01 cfs 0.170 af
Pond 4P: Culvert	Peak Elev=29.92' Storage=236 cf Inflow=1.35 cfs 0.101 af 12.0" Round Culvert n=0.013 L=60.0' S=0.0083 ' Outflow=1.02 cfs 0.101 af
Link 1L: Rt. 236	Inflow=2.11 cfs 0.215 af Primary=2.11 cfs 0.215 af
Link 2L: Wetland	Inflow=11.37 cfs 0.904 af Primary=11.37 cfs 0.904 af

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Type III 24-hr 50-YR Storm Rainfall=7.30"

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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 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

Subcatchment1S: West	Runoff Area=20,096 sf 0.00% Impervious Runoff Depth>4.68" Tc=5.0 min CN=80 Runoff=2.67 cfs 0.180 af
Subcatchment2aS: Building/Parking	Runoff Area=25,397 sf 89.56% Impervious Runoff Depth>6.37" Tc=5.0 min CN=96 Runoff=4.17 cfs 0.309 af
Subcatchment2bS: Building/Apron	Runoff Area=19,219 sf 94.31% Impervious Runoff Depth>6.44" Tc=5.0 min CN=97 Runoff=3.17 cfs 0.237 af
Subcatchment2S: Central	Runoff Area=22,417 sf 0.00% Impervious Runoff Depth>4.68" Tc=5.0 min CN=80 Runoff=2.98 cfs 0.201 af
Subcatchment3aS:	Runoff Area=8,675 sf 20.75% Impervious Runoff Depth>5.12" Tc=5.0 min CN=84 Runoff=1.24 cfs 0.085 af
Subcatchment3bS:	Runoff Area=9,624 sf 100.00% Impervious Runoff Depth>6.51" Tc=5.0 min CN=98 Runoff=1.59 cfs 0.120 af
Subcatchment3S: East	Runoff Area=29,445 sf 3.09% Impervious Runoff Depth>4.79" Tc=5.0 min CN=81 Runoff=3.99 cfs 0.270 af
Pond 1aP: Outlet Structure	Peak Elev=29.07' Storage=20 cf Inflow=4.07 cfs 0.406 af Outflow=4.07 cfs 0.406 af
Pond 1P: Detention Pond	Peak Elev=29.33' Storage=4,597 cf Inflow=9.05 cfs 0.694 af Primary=4.07 cfs 0.406 af Secondary=2.53 cfs 0.259 af Outflow=6.59 cfs 0.665 af
Pond 2P: Catch Basin	Peak Elev=25.56' Storage=21 cf Inflow=3.17 cfs 0.237 af 12.0" Round Culvert n=0.013 L=72.0' S=0.0042 ' Outflow=3.15 cfs 0.237 af
Pond 3P: Catch Basin	Peak Elev=30.58' Storage=27 cf Inflow=2.80 cfs 0.205 af 12.0" Round Culvert n=0.013 L=210.0' S=0.0052 ' Outflow=2.56 cfs 0.205 af
Pond 4P: Culvert	Peak Elev=30.15' Storage=356 cf Inflow=1.59 cfs 0.120 af 12.0" Round Culvert n=0.013 L=60.0' S=0.0083 ' Outflow=2.03 cfs 0.120 af
Link 1L: Rt. 236	Inflow=2.53 cfs 0.259 af Primary=2.53 cfs 0.259 af
Link 2L: Wetland	Inflow=13.78 cfs 1.113 af Primary=13.78 cfs 1.113 af

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Type III 24-hr 50-YR Storm Rainfall=7.30"

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Summary for Subcatchment 1S: West

Runoff = 2.67 cfs @ 12.07 hrs, Volume= 0.180 af, Depth> 4.68"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 50-YR Storm Rainfall=7.30"

Area (sf)	CN	Description
20,096	80	>75% Grass cover, Good, HSG D
20,096		100.00% Pervious Area

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

Summary for Subcatchment 2aS: Building/Parking

Runoff = 4.17 cfs @ 12.07 hrs, Volume= 0.309 af, Depth> 6.37"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 50-YR Storm Rainfall=7.30"

Area (sf)	CN	Description
16,733	98	Paved parking, HSG D
6,012	98	Roofs, HSG D
2,652	80	>75% Grass cover, Good, HSG D
25,397	96	Weighted Average
2,652		10.44% Pervious Area
22,745		89.56% Impervious Area

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

Summary for Subcatchment 2bS: Building/Apron

Runoff = 3.17 cfs @ 12.07 hrs, Volume= 0.237 af, Depth> 6.44"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 50-YR Storm Rainfall=7.30"

Area (sf)	CN	Description
14,135	98	Paved parking, HSG D
3,990	98	Roofs, HSG D
1,094	80	>75% Grass cover, Good, HSG D
19,219	97	Weighted Average
1,094		5.69% Pervious Area
18,125		94.31% Impervious Area

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Type III 24-hr 50-YR Storm Rainfall=7.30"

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

Summary for Subcatchment 2S: Central

Runoff = 2.98 cfs @ 12.07 hrs, Volume= 0.201 af, Depth> 4.68"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 50-YR Storm Rainfall=7.30"

Area (sf)	CN	Description
22,417	80	>75% Grass cover, Good, HSG D
22,417		100.00% Pervious Area

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

Summary for Subcatchment 3aS:

Runoff = 1.24 cfs @ 12.07 hrs, Volume= 0.085 af, Depth> 5.12"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 50-YR Storm Rainfall=7.30"

Area (sf)	CN	Description
1,800	98	Paved parking, HSG C
6,875	80	>75% Grass cover, Good, HSG D
8,675	84	Weighted Average
6,875		79.25% Pervious Area
1,800		20.75% Impervious Area

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

Summary for Subcatchment 3bS:

Runoff = 1.59 cfs @ 12.07 hrs, Volume= 0.120 af, Depth> 6.51"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 50-YR Storm Rainfall=7.30"

Area (sf)	CN	Description
9,624	98	Paved parking, HSG D
9,624		100.00% Impervious Area

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Type III 24-hr 50-YR Storm Rainfall=7.30"

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

Summary for Subcatchment 3S: East

Runoff = 3.99 cfs @ 12.07 hrs, Volume= 0.270 af, Depth> 4.79"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 50-YR Storm Rainfall=7.30"

Area (sf)	CN	Description
676	98	Paved parking, HSG D
28,536	80	>75% Grass cover, Good, HSG D
233	98	Roofs, HSG D
29,445	81	Weighted Average
28,536		96.91% Pervious Area
909		3.09% Impervious Area

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

Summary for Pond 1aP: Outlet Structure

Inflow Area = 1.464 ac, 53.56% Impervious, Inflow Depth > 3.33" for 50-YR Storm event
 Inflow = 4.07 cfs @ 12.14 hrs, Volume= 0.406 af
 Outflow = 4.07 cfs @ 12.14 hrs, Volume= 0.406 af, Atten= 0%, Lag= 0.0 min
 Primary = 4.07 cfs @ 12.14 hrs, Volume= 0.406 af

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 29.07' @ 12.14 hrs Surf.Area= 7 sf Storage= 20 cf

Plug-Flow detention time= 0.2 min calculated for 0.405 af (100% of inflow)
 Center-of-Mass det. time= 0.2 min (769.1 - 769.0)

Volume	Invert	Avail.Storage	Storage Description
#1	26.10'	20 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
26.10	7	0	0
29.00	7	20	20

Device	Routing	Invert	Outlet Devices
#1	Primary	26.10'	15.0" Round Culvert L= 94.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 26.10' / 24.37' S= 0.0184 1' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf
#2	Device 1	26.10'	4.0" Vert. Orifice/Grate C= 0.600
#3	Device 1	28.42'	2.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s)

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Type III 24-hr 50-YR Storm Rainfall=7.30"

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1.5' Crest Height

Primary OutFlow Max=4.04 cfs @ 12.14 hrs HW=29.07' TW=0.00' (Dynamic Tailwater)↑ **1=Culvert** (Passes 4.04 cfs of 9.04 cfs potential flow)↑ **2=Orifice/Grate** (Orifice Controls 0.70 cfs @ 8.06 fps)↑ **3=Sharp-Crested Rectangular Weir** (Weir Controls 3.34 cfs @ 2.77 fps)**Summary for Pond 1P: Detention Pond**

Inflow Area = 1.464 ac, 53.56% Impervious, Inflow Depth > 5.69" for 50-YR Storm event

Inflow = 9.05 cfs @ 12.07 hrs, Volume= 0.694 af

Outflow = 6.59 cfs @ 12.15 hrs, Volume= 0.665 af, Atten= 27%, Lag= 5.1 min

Primary = 4.07 cfs @ 12.14 hrs, Volume= 0.406 af

Secondary = 2.53 cfs @ 12.16 hrs, Volume= 0.259 af

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Peak Elev= 29.33' @ 12.16 hrs Surf.Area= 4,604 sf Storage= 4,597 cf

Plug-Flow detention time= 39.5 min calculated for 0.662 af (95% of inflow)

Center-of-Mass det. time= 22.9 min (772.4 - 749.5)

Volume	Invert	Avail.Storage	Storage Description
#1	27.75'	7,806 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
27.75	0	0	0
28.25	2,652	663	663
29.00	3,990	2,491	3,154
29.25	4,556	1,068	4,222
30.00	5,000	3,584	7,806

Device	Routing	Invert	Outlet Devices
#1	Primary	28.42'	2.0' long Sharp-Crested Rectangular Weir 2 End Contraction(s) 1.2' Crest Height
#2	Secondary	28.37'	1.0' long x 8.0' 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) 2.43 2.54 2.70 2.69 2.68 2.68 2.66 2.64 2.64 2.64 2.65 2.65 2.66 2.66 2.68 2.70 2.74

Primary OutFlow Max=3.89 cfs @ 12.14 hrs HW=29.32' TW=29.07' (Dynamic Tailwater)↑ **1=Sharp-Crested Rectangular Weir** (Weir Controls 3.89 cfs @ 2.37 fps)**Secondary OutFlow** Max=2.50 cfs @ 12.16 hrs HW=29.33' TW=0.00' (Dynamic Tailwater)↑ **2=Broad-Crested Rectangular Weir** (Weir Controls 2.50 cfs @ 2.62 fps)

7 MAC_DEV

Type III 24-hr 50-YR Storm Rainfall=7.30"

Prepared by Attar Engineering, Inc.

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Summary for Pond 2P: Catch Basin

Inflow Area = 0.441 ac, 94.31% Impervious, Inflow Depth > 6.44" for 50-YR Storm event
 Inflow = 3.17 cfs @ 12.07 hrs, Volume= 0.237 af
 Outflow = 3.15 cfs @ 12.08 hrs, Volume= 0.237 af, Atten= 1%, Lag= 0.3 min
 Primary = 3.15 cfs @ 12.08 hrs, Volume= 0.237 af

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 25.56' @ 12.08 hrs Surf.Area= 13 sf Storage= 21 cf

Plug-Flow detention time= 0.4 min calculated for 0.237 af (100% of inflow)
 Center-of-Mass det. time= 0.2 min (734.8 - 734.6)

Volume	Invert	Avail.Storage	Storage Description
#1	23.91'	66 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
23.91	13	0	0
29.00	13	66	66
Device	Routing	Invert	Outlet Devices
#1	Primary	23.91'	12.0" Round Culvert L= 72.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 23.91' / 23.61' S= 0.0042 ' S= 0.0042 ' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 0.79 sf

Primary OutFlow Max=3.05 cfs @ 12.08 hrs HW=25.49' TW=0.00' (Dynamic Tailwater)

↑**1=Culvert** (Barrel Controls 3.05 cfs @ 3.88 fps)

Summary for Pond 3P: Catch Basin

Inflow Area = 0.420 ac, 62.43% Impervious, Inflow Depth > 5.85" for 50-YR Storm event
 Inflow = 2.80 cfs @ 12.14 hrs, Volume= 0.205 af
 Outflow = 2.56 cfs @ 12.14 hrs, Volume= 0.205 af, Atten= 8%, Lag= 0.0 min
 Primary = 2.56 cfs @ 12.14 hrs, Volume= 0.205 af

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 30.58' @ 12.15 hrs Surf.Area= 13 sf Storage= 27 cf

Plug-Flow detention time= (not calculated: outflow precedes inflow)
 Center-of-Mass det. time= 0.3 min (747.9 - 747.7)

Volume	Invert	Avail.Storage	Storage Description
#1	28.50'	39 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
28.50	13	0	0
31.50	13	39	39

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Type III 24-hr 50-YR Storm Rainfall=7.30"

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Device	Routing	Invert	Outlet Devices
#1	Primary	28.50'	12.0" Round Culvert L= 210.0' CPP, square edge headwall, Ke= 0.500 Inlet / Outlet Invert= 28.50' / 27.40' S= 0.0052 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 0.79 sf

Primary OutFlow Max=2.34 cfs @ 12.14 hrs HW=30.44' TW=29.32' (Dynamic Tailwater)↑**1=Culvert** (Outlet Controls 2.34 cfs @ 2.98 fps)**Summary for Pond 4P: Culvert**

Inflow Area = 0.221 ac, 100.00% Impervious, Inflow Depth > 6.51" for 50-YR Storm event
Inflow = 1.59 cfs @ 12.07 hrs, Volume= 0.120 af
Outflow = 2.03 cfs @ 12.25 hrs, Volume= 0.120 af, Atten= 0%, Lag= 10.8 min
Primary = 2.03 cfs @ 12.25 hrs, Volume= 0.120 af

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Peak Elev= 30.15' @ 12.18 hrs Surf.Area= 575 sf Storage= 356 cf

Plug-Flow detention time= 3.8 min calculated for 0.120 af (100% of inflow)

Center-of-Mass det. time= 3.0 min (735.6 - 732.6)

Volume	Invert	Avail.Storage	Storage Description
#1	29.00'	1,025 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
29.00	50	0	0
30.00	500	275	275
31.00	1,000	750	1,025

Device	Routing	Invert	Outlet Devices
#1	Primary	29.00'	12.0" Round Culvert L= 60.0' CPP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 29.00' / 28.50' S= 0.0083 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 0.79 sf

Primary OutFlow Max=0.00 cfs @ 12.25 hrs HW=30.05' TW=30.22' (Dynamic Tailwater)↑**1=Culvert** (Controls 0.00 cfs)**Summary for Link 1L: Rt. 236**

Inflow = 2.53 cfs @ 12.16 hrs, Volume= 0.259 af
Primary = 2.53 cfs @ 12.16 hrs, Volume= 0.259 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

7 MAC_DEV

Type III 24-hr 50-YR Storm Rainfall=7.30"

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Summary for Link 2L: Wetland

Inflow Area = 3.096 ac, 39.45% Impervious, Inflow Depth > 4.31" for 50-YR Storm event
Inflow = 13.78 cfs @ 12.08 hrs, Volume= 1.113 af
Primary = 13.78 cfs @ 12.08 hrs, Volume= 1.113 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

BMP CALCULATIONS

TABLE 1 - QUANTITY CALCULATIONS

STORM EVENT

		<u>2</u>	<u>10</u>	<u>25</u>	<u>50</u>	
EXISTING	AP 1	1.32	2.37	3.24	3.97	(cfs)
	AP 2	5.12	9.16	12.48	15.30	
DEVELOPED	AP 1	0.93	1.60	2.11	2.53	(cfs)
	AP 2	4.92	8.47	11.37	13.78	
CHANGE	AP 1	-0.39	-0.77	-1.13	-1.44	(cfs)
	AP 2	-0.20	-0.69	-1.11	-1.52	

OPERATION AND MAINTENANCE PROGRAM



ATTAR

ENGINEERING, INC

CIVIL ♦ STRUCTURAL ♦ MARINE

**COMMERCIAL FACILITY
7 MACLELLAN LANE
ELIOT, MAINE**

OPERATION AND MAINTENANCE PLAN STORMWATER MANAGEMENT BMP's

This project contains specific Best Management Practices (BMP's) for the conveyance, storage, and treatment of stormwater and the prevention of erosion. These BMP's consist of swales, detention ponds, catch basins and culverts. All components should be inspected quarterly, and after every significant rain event of 1" in any 24-hour period.

The party responsible for implementing this Operation and Maintenance (O&M) Plan shall be the property owner, currently Potions, LLC.

Inspections associated with this O&M plan shall be conducted by individuals with knowledge of erosion and sedimentation control.

Swales

All swales should be inspected for accumulation of debris, which could adversely affect the function of this BMP. These areas should be cleaned annually and maintained to have gradual slopes, which prevent channeling of stormwater and erosion of the bottom and sides of the swales.

Catch Basins / Drain Manholes

All catch basin grates, sumps, and inlets/outlets should be inspected for accumulation of debris, which could adversely affect the function of this BMP. Additionally, the basin inverts shall be inspected for clogging and material soundness. Sumps shall always be clear to a depth of 1' below the outlet invert. Inlet structures shall be inspected and cleaned of debris at least twice annually, once in the spring following snow melt and once in the autumn after leaf fall. The project includes approximately ten of these structures.

Culverts

Culvert inlets and outlets should be inspected for debris, which could clog the BMP. Additionally, the placement of riprap should be inspected to ensure that all areas remain smooth and no areas exhibit erosion in the form of rills or gullies.

Detention Basins

Detention ponds shall be inspected to ensure that there is no channeling of stormwater and that no debris accumulates within the detention areas. The vegetative cover conditions shall be maintained. The inlets and outlets shall be inspected for erosion and any evidence of debris that could clog the outlet structures and culverts. Emergency spillways and level spreaders shall be inspected for any evidence of rilling and channeling and shall be maintained to promote a level, sheet-flow discharge. Pond embankments and side slopes shall be inspected for erosion, destabilization of side slopes and evidence of embankment settling; corrective action shall be taken immediately to correct such issues. The height of grass shall be maintained at a maximum of 12"; mowing shall be limited to no more than two times during the growing

season.

Snow Removal

Snow shall be stockpiled only in the approved snow storage areas. Plowing of snow into wetland areas or detention ponds shall be avoided. Additionally, a mostly sand mix (reduced salt) shall be applied during winter months to prevent excessive salt from leaching into wetland areas. Excess sand shall be removed from the storage areas, all paved surfaces and adjacent areas each spring.

Seeding, Fertilizing and Mulching

All exposed soil materials and stockpiles must be either temporarily or permanently seeded, fertilized and mulched in accordance with plan specifications. This is one of the most important features of the Erosion Control Plan, which will provide both temporary and permanent stabilization. Eroded or damaged lawn areas must be repaired until a 75% effective growth of vegetation is established and permanently maintained.

Record Keeping

Routine maintenance and inspections will be accomplished by the property owner [current owner is Potions, LLC, c/o Blake Dubin, 336 Miller Avenue, Portsmouth, NH], or third party contracted by the property owner. All inspections accomplished in accordance with this program shall be documented on the attached Inspection & Maintenance Log. Copies of the Log shall be kept by the property owner or condominium association and be made available to the Town of Eliot, upon request. All records associated with this O&M plan shall be retained for a minimum of 5 years.

Prepared by: Lewis Chamberlain, P.E.

STORMWATER INSPECTION & MAINTENANCE LOG
G & M HOLDINGS COMMERCIAL FACILITY
GENERAL INSPECTION

[illegible]

1. Purpose is the reason for the inspection. For example, “quarterly” or “after a significant rain event.”
2. Maintenance Done means any maintenance required because of the inspection, such as trash removal or re-seeding of areas.

memo

To: Eliot Planning Board
From: Christine Bennett
CC: Town Planner
Date: 09/29/2022
Re: Ordinance & Definition Review Workplan 2022-2023

Comments: At the last administrative meeting of the Planning Board 9/6/2022, I indicated that we should prioritize the subcommittee's work on modifying our Ordinance to comply with the Housing Bill that passed the legislature in late April of this year.

Since we met, I submitted questions, specific to our Ordinance and Community, through the contact link on the State Department of Economic and Community Development (DECD)'s website. I received a response that day (9/14/2022) that interim guidance was expected shortly that might address these questions.

There has been no subsequent response, interim guidance, nor change to the webpage <https://www.maine.gov/decd/housing-legislation>.

Until the State DECD issues guidance and or rule-making, I propose that we shift our focus toward the new ordinances we have identified need to be enacted that relate to LD2003, namely drafting an ordinance for short-term rentals of dwelling units & either incorporating the requirements of [LD 1530](#) *An Act To Allow People To Live in Tiny Homes as a Primary or Accessory Dwelling* into our ordinance, or creating a separate section for Tiny Homes.

I have attached a revised Workplan that reflects this proposition and hope that we will have some time at the end of our meeting on 10/4/22.

Respectfully yours,

Christine

For JUNE 2023 Ballot

Tiny Homes [LD1530](#)

- Change minimum dwelling unit size to conform to LD 2003
- Add Definition
- Decide if they can be stand-alone dwelling units (~ mobile homes) or a subcategory of ADU
- Update Table of Allowed Uses

Short-term rentals

- Define
- Permitting - Add to Home Business Definition?
- Update Table of Allowed Uses

Accessory Dwelling Units (ADUs) – non LD 2003 requirements

- Require Fire Department review of proposed siting in permit process
 - Consider relaxation of setback requirements for conversion of existing structures to ADUs
-

LD 2003

- REVISE/REVISIT ADU ordinance:
 - 45-459(c)(1): change "only 1 allowed" ADU provision
 - 45-459(c)(13): remove ADU parking space requirement
 - Revise minimum size to 190 square feet
 - Investigate if our ADU growth cap of 12 is legal under LD2003
- Affordable Housing Developments
 - Research best practices for Engineered subsurface wastewater
 - Assess Zones for suitability and practicality
- Density alterations:
 - Side-by-side review Table of Landuses & Dimensional Standards
 - Be mindful of the 20,000 square foot requirement for septic
- Address/create definitions and rules for Tiny Homes & Short-term rentals in conjunction with this work.

Growth Management

- Remove exemption for Elderly Housing and Assisted Living Facilities
- Determine if our program is consistent with LD2003
- Current limit for ADU's allowed under LD2003?

Subdivision

- Investigate whether it makes sense to bring back Minor Subdivisions - why was it removed before?
- Minor modification of subdivision; Add language about lot line adjustments
- Investigate Kittery's "Cottage Development" ordinance

Event Center

- Draft ordinance from SMPDC reviewed 7/26/2022. Needs further review and refining.

Definitions (changes & zones)

- (Defn complete/needs Zone consideration)
 - Home office / home occupation / home business
 - Eliminate home office, add to home occupation
 - Add Family Child Care Provider to home occupation
 - Day Nursery – remove and add (to be consistent with State definitions and rules)
 - Childcare Center
 - Nursery School
 - Small Child Care Facility
 - Family Child Care Provider
 - Adult Day Care
 - School
 - Public or Private
 - Commercial (added yoga studio in list of examples)
- Add Home Business to C/I Zone in Table of Land Uses?
- Elderly Housing
 - Use "62 and up" threshold for Fair Housing Act instead of 55
- Definitions needed:
 - Trucks
 - Equipment Storage

Open Space Developments (For Discussion and possibly November 2023 Ballot)

- Consider requiring the use of this development tool for lots serviced by sewer and water.
- Consider using this development tool to promote Affordable Housing.
- Consider modifying this development tool in the Critical Rural Overlay zone to ensure that reserved land has a robust set of ecological features (e.g.) not just wetlands or unbuildable/unsuitable land) and is situated adjacent to other undeveloped blocks of land. Also remove Developer and possibly the HOA as holder of the reserved/undeveloped land in this zone. Restrict ongoing ownership and maintenance to the Town of Eliot (if accepted) or a Qualified Conservation Holder.

Future Work

Climate Resilience

- Create wetland setbacks that can accommodate 50 year's worth of climate change
- Modifying lot coverage standards to accommodate increasing stormwater needs and wetland expansion.

For NOVEMBER 2022 Ballot

Erosion & Sedimentation Control - required for MS4 Permit Compliance – Jeff Brubaker

Event Centers - Jeff Brubaker

Site Plan Review - PB Subcommittee

- Performance guarantees (33-132)
 - Clarified to cover streets (public or private) & required improvements
 - Added the option of requiring one for landscape improvements
- Added Vesting to Section (33-59) Expiration of Site Plan approval
 - Rewrote to include process for permit extension and re-approval.
 - Added expiration for sketch plan
 - Clarified that PB will be allowed to consider any changes to the Ordinance since approval of the site plan or subdivision when considering an extension.
- Phasing (new section 33-133)
- Re-approval (new section 33-141)

Solar energy systems modifications – Jeff Brubaker

Adult Use Marijuana Facilities - Jeff Brubaker

- Propose a cap or non-binding question to the SB